



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

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

Streamed Live on Hall County Government's Website - [www.hallcounty.org](http://www.hallcounty.org)  
**Thursday, October 24, 2024 - 06:00 PM**

**Call to Order**

**Approve Agenda**

**Invocation**

- 1 Chairman Richard Higgins

**Pledge**

- 2 Commissioner Billy Powell

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

**Consent Agenda**

- 3 Approve the October 21, 2024 Work Session minutes.
- 4 Approve the October 10, 2024 Voting Meeting minutes.
- 5 Approve the October 10, 2024 Executive Session minutes.
- 6 Approve the October 10, 2024 Meeting minutes.
- 7 Approve the sole source purchase of Trane HVAC direct digital controls for the Emergency Services Center for Central Services to Trane U.S. Inc. of Atlanta, GA, in the amount of \$189,995.61.
- 8 Approve the purchase of new all-inclusive playground equipment at Laurel Park for Parks & Leisure to Playground Creations of Atlanta, GA, in the amount of \$334,894.50.
- 9 Approve the award of Task Order #2025-021 Laurel Park Trail Improvements for Parks & Leisure Services to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$349,993.83.
- 10 Approve the annual contract for Everbridge Mass Notification Alert System for Emergency Management to Everbridge, Inc. of Pasadena, CA, in the amount of \$64,914.71.

- 11 Approve the award of RFQ/P #45-018 Design-Build Services for Fiber Cabling Installation for Management Information Systems (MIS) to Network Cabling Infrastructures, LLC of Duluth, GA, in the amount of \$377,277.35.
- 12 Approve the ratification of the application for the US Department of Transportation Federal Railroad Administration's Railroad Crossing Elimination Grant Program to provide funds for the project planning phase to relocate the Navajo Circle Railroad Crossing, in the amount of \$319,360.00. If awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. A match of \$79,840.00 will be required.
- 13 Approval and authorization for the Chairman to execute a Settlement Agreement with DANJI, LLC and Phoenix Financial Holdings, Inc. to acquire a portion of White Sulphur Road Realignment Project Parcels 1, 3, and 7 in the amount of \$1,350,000.00; and authorization to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney. Commission District 3.
- 14 Approve the ratification of the purchase of a 2025 Freightliner M2106 Asphalt Pro-Patcher Truck for Public Works & Utilities to Doggett Freightliner of South Texas, LLC, of Austin, TX, in the amount of \$209,252.70.
- 15 Approve the request by Georgia Department of Transportation (GDOT) for Sardis Road Connector Project (PI# 0003626) Local Participation funds, in the amount of \$3,391,483.75. Commission District 2.
- 16 Approve the sole source purchase of Guard1 Inmate Tracking and Accountability Software and Equipment for the Hall County Jail to TimeKeeping Systems, Inc. of Solon, OH. The estimated cost is \$145,633.59.
- 17 Approve the purchase of twelve (12) new 2023 Dodge Chargers for the Sheriff's Office to Jacky Jones Chrysler Dodge Jeep Ram of Cleveland, GA, in the amount of \$421,992.00.
- 18 Approve the ratification of the application and award for the 2025 Georgia Highway Enforcement of Aggressive Traffic (HEAT) Grant for the Sheriff's Office to provide 100% funding for enforcement hours, operating and travel expenses in the amount of \$151,680.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.
- 19 Approve the 2022 personal property refund in the amount of \$1,892.62 for overpayment of Hall County taxes regarding account #337470 in the name of Elizabeth B. Thompson.
- 20 Approve the 2023 personal property refund in the amount of \$2,000.32 for overpayment of Hall County taxes regarding account #341353 in the name of John T. Crane.

### **Other Business - Development Services**

- 21 Public Hearing on the Malt Beverage Package License for Fortuna Supermercado Corp. located at 5337 Thompson Bridge Road, Murrayville, GA 30564. Ownership is Fortuna Supermercado Corp. Managing Agent is Juan David Betancur and Registered Agent is Sharon Walters. Commission District 2.

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

- 22     **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** NOTE: Tabled at the September 10, 2024 Voting Meeting until the October 24, 2024 Voting Meeting.
- 23     **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** NOTE: Tabled at the September 10, 2024 Voting Meeting until the October 24, 2024 Voting Meeting.
- 24     **3613 White Sulphur Road | Rezone** | from Agricultural Residential IV (AR-IV) to Planned Commercial Development (PCD) & Gateway Corridors Overlay District (GCOD) | on a 10.00± acre tract located on the east side of White Sulfur Road at its intersection with Cornelia Highway | Zoned AR-IV; Tax Parcel 15019 000151 | **Proposed Use: Agricultural market** | Commission District 3 | **Reynolds-Hemmer Properties, LP, applicant**

**County Administrator**

**Commission Time**

**Adjourn**

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



## **AGENDA ITEM**

### **Invocation**

**REPORT TO:**                 **Work Session (10/21/24)**

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

**ITEM NO:**                   618/2023

**SUBJECT:**                   Chairman Richard Higgins

**Meetings:**

**Work Session Date:**       10/21/24

**Voting Meeting Date:**     10/24/24

**Executive Summary:**

**Presenter:**                                    n

**Recommendation:**

n/a

**Purpose of Request:**

**History:**

**Facts and Issues:**

**Options:**

**Funding Requested**

\$ 0.00

**Are funds within current budget?**

No

**Source of Funds**

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

No

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

No

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

**Approvals:**

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

**Attachments:**



# AGENDA ITEM

## Pledge

**REPORT TO:** Work Session (10/21/24)  
**REPORT TO:** Voting Meeting (10/24/24)  
**ITEM NO:** 619/2023  
**SUBJECT:** Commissioner Billy Powell

### Meetings:

**Work Session Date:** 10/21/24                      **Voting Meeting Date:** 10/24/24

### Executive Summary:

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

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

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

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

### Approvals:

Approve	Clerk
AO	AO

### Attachments:



## AGENDA ITEM

### Consent Agenda

**REPORT TO:**                   **Work Session (10/21/24)**  
**REPORT TO:**                   **Voting Meeting (10/24/24)**  
  
**ITEM NO:**                         578/2024  
**SUBJECT:**                        Approve the October 21, 2024 Work Session minutes.

**Meetings:**

**Work Session Date:**       10/21/24   **Voting Meeting Date:**    10/24/24

**Executive Summary:**

**Presenter:**   CA  
**Recommendation:**  
 Approve.

**Purpose of Request:**   **History:**  
 Approve the October 21, 2024 Work Session minutes.

**Facts and Issues:**   **Options:**

**Funding Requested**   \$ 0.00  
**Are funds within current budget?**   No  
**Source of Funds**  
**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?**   No  
**Has it been reviewed by the County Attorney?**   Yes  
**Is there a deadline for this item?**   2024-10-24

**Approvals:**

Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

**Attachments:**

October 21, 2024 Work Session Minutes





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

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

**Streamed Live on Hall County Government's Website - [www.hallcounty.org](http://www.hallcounty.org)  
Monday, October 21, 2024 - 03:00 PM**

**Call to Order**

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

*Present:*

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

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

*Commissioner Stowe was present by phone.*

**Central Services**

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

- 1 Approve the sole source purchase of Trane HVAC direct digital controls for the Emergency Services Center for Central Services to Trane U.S. Inc. of Atlanta, GA, in the amount of \$189,995.61.

*Consent*

**Community Services and Parks**

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

- 2 Approve the purchase of new all-inclusive playground equipment at Laurel Park for Parks & Leisure to Playground Creations of Atlanta, GA, in the amount of \$334,894.50.

*Consent*

- 3 Approve the award of Task Order #2025-021 Laurel Park Trail Improvements for Parks & Leisure Services to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$349,993.83.

*Consent*



## **Development Services**

*Randi Doveton, Director of Development Services, addressed the Board.*

- 4 Public Hearing on the Malt Beverage Package License for Fortuna Supermercado Corp. located at 5337 Thompson Bridge Road, Murrayville, GA 30564. Ownership is Fortuna Supermercado Corp. Managing Agent is Juan David Betancur and Registered Agent is Sharon Walters. Commission District 2.

## **Emergency Management**

*Jessica Benton, Assistant Director of Emergency Management Operations, addressed the Board.*

- 5 Approve the annual contract for Everbridge Mass Notification Alert System for Emergency Management to Everbridge, Inc. of Pasadena, CA, in the amount of \$64,914.71.

*Consent*

## **Management Information Systems**

*Daniel Sexton, Director of Management Information Systems, addressed the Board.*

- 6 Approve the award of RFQ/P #45-018 Design-Build Services for Fiber Cabling Installation for Management Information Systems (MIS) to Network Cabling Infrastructures, LLC of Duluth, GA, in the amount of \$377,277.35.

*Consent*

## **Planning & Zoning**

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

- 7 **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** NOTE: Tabled at the September 10, 2024 Voting Meeting until the October 24, 2024 Voting Meeting.
- 8 **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** NOTE: Tabled at the September 10, 2024 Voting Meeting until the October 24, 2024 Voting Meeting.

- 9      **3613 White Sulphur Road | Rezone |** from Agricultural Residential IV (AR-IV) to Planned Commercial Development (PCD) & Gateway Corridors Overlay District (GCOD) | on a 10.00± acre tract located on the east side of White Sulfur Road at its intersection with Cornelia Highway | Zoned AR-IV; Tax Parcel 15019 000151 | **Proposed Use: Agricultural market |** Commission District 3 | **Reynolds-Hemmer Properties, LP, applicant**

### **Public Works and Utilities**

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

- 10      Approve the ratification of the application for the US Department of Transportation Federal Railroad Administration's Railroad Crossing Elimination Grant Program to provide funds for the project planning phase to relocate the Navajo Circle Railroad Crossing, in the amount of \$319,360.00. If awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. A match of \$79,840.00 will be required.

*Consent*

- 11      Approval and authorization for the Chairman to execute a Settlement Agreement with DANJI, LLC and Phoenix Financial Holdings, Inc. to acquire a portion of White Sulphur Road Realignment Project Parcels 1, 3, and 7 in the amount of \$1,350,000.00; and authorization to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney. Commission District 3.

*Consent*

- 12      Approve the ratification of the purchase of a 2025 Freightliner M2106 Asphalt Pro-Patcher Truck for Public Works & Utilities to Doggett Freightliner of South Texas, LLC, of Austin, TX, in the amount of \$209,252.70.

*Consent*

*Mr. Nash requested to add an additional item to the agenda regarding the Sardis Road Connector Project. The Board agreed to hear the item.*

- 18      Approve the request by Georgia Department of Transportation (GDOT) for Sardis Road Connector Project (PI# 0003626) Local Participation funds, in the amount of \$3,391,483.75. Commission District 2.

*Consent*

### **Sheriff's Office**

*1st Lieutenant Jeff Ashley, Sheriff's Office, addressed the Board.*

- 13      Approve the sole source purchase of Guard1 Inmate Tracking and Accountability Software and Equipment for the Hall County Jail to TimeKeeping Systems, Inc. of Solon, OH. The estimated cost is \$145,633.59.

*Consent*

- 14 Approve the purchase of twelve (12) new 2023 Dodge Chargers for the Sheriff's Office to Jacky Jones Chrysler Dodge Jeep Ram of Cleveland, GA, in the amount of \$421,992.00.

*Consent*

*Sergeant Jeremy Cooksey, Sheriff's Office, addressed the Board.*

- 15 Approve the ratification of the application and award for the 2025 Georgia Highway Enforcement of Aggressive Traffic (HEAT) Grant for the Sheriff's Office to provide 100% funding for enforcement hours, operating and travel expenses in the amount of \$151,680.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.

*Consent*

### **Tax Assessors**

*Steve Watson, Chief Appraiser, addressed the Board.*

- 16 Approve the 2022 personal property refund in the amount of \$1,892.62 for overpayment of Hall County taxes regarding account #337470 in the name of Elizabeth B. Thompson.

*Consent*

- 17 Approve the 2023 personal property refund in the amount of \$2,000.32 for overpayment of Hall County taxes regarding account #341353 in the name of John T. Crane.

*Consent*

### **County Administrator**

*Mr. Propes addressed the Board and stated the following:*

- *Early Voting is currently underway and will continue through November 1, 2024. For questions about early voting or access to your ballot proof, visit the Elections page on the Hall County website. Early Voting locations are:*
  - *North Hall Community Center*
  - *East Hall Community Center*
  - *Mulberry Creek Community Center*
  - *Spout Springs Library*
  - *Murrayville Library*
  - *Chicopee Woods Ag Center*
  - *Gainesville Civic Center*
- *Announced there will be TSPLOST Public Information Session at the following location:*
  - *Presentation at the Oakwood City Hall - Today, October 21, 2024 at 6:00 pm*
- *Hall County Offices will be closed on Monday, November 11, 2024 in observance of the Veteran's Day holiday.*
- *Presented a 'WIN' video highlighting the grand opening of the NGPG Community Clinic. Thanked the Board, Hall County staff and all those involved in making this project a success.*

### **Public Comments**

*There were no comments from the public.*

### **Commission Time**

*The Commissioners did not have any items to report.*

### **Adjourn**

*Chairman Higgins adjourned the meeting at 3:34 p.m.*



## AGENDA ITEM

### Consent Agenda

**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 575/2024

**SUBJECT:** Approve the October 10, 2024 Voting Meeting minutes.

**Meetings:**

**Work Session Date:** 10/21/24                      **Voting Meeting Date:** 10/24/24

**Executive Summary:**

**Presenter:** CA

**Recommendation:**  
Approve.

**Purpose of Request:** Approve the October 10, 2024 Voting Meeting minutes.

**History:**

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

**Funding Requested** \$ 0.00

**Are funds within current budget?** No

**Source of Funds**

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

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

**Is there a deadline for this item?** 2024-10-24

**Approvals:**

Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

**Attachments:**

October 10, 2024 Voting Meeting Minutes





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

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

**Streamed Live on Hall County Government's Website - [www.hallcounty.org](http://www.hallcounty.org)  
Thursday, October 10, 2024 - 06:00 PM**

**Call to Order**

*Chairman Higgins at 6:07 p.m.*

*Present:*

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

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

**Approve Agenda**

*Commissioner Stowe/Commissioner Poole — approve — unanimous*

**Invocation**

- 1 Chairman Richard Higgins

**Pledge**

- 2 Commissioner Kathy Cooper

**Public Comments**

*There were no comments from the public.*

**Proclamation/s**

- 3 Approve the proclamation recognizing October 2024 as Cybersecurity Awareness Month.

*Commissioner Poole presented MIS Director Daniel Sexton, Kevin York, Benjamin Arevalo, Adam Welker, Allen Vosburgh, Jonathan Allan, Eric Britt, Eric Carney and Jared Thomas with the Proclamation.*

*Commissioner Stowe/Commissioner Powell — approve — unanimous*

## **Consent Agenda**

*Commissioner Powell/Commissioner Poole — approve — unanimous*

- 4 Approve the October 7, 2024 Work Session minutes.
- 5 Approve the September 24, 2024 Voting Meeting minutes.
- 6 Approve the September 24, 2024 Executive Session Minutes.
- 7 Approve the September 24, 2024 Meeting minutes.
- 8 Approval and authorization for the Chairman to execute a lease amendment between Hall County and the United States Department of Agriculture for lease of the facility located at 734 E. Crescent Drive in Gainesville, and authorization for the Chairman to execute any and all documents necessary to effectuate the lease, subject to review and approval by the County Attorney.
- 9 Approve the award of Task Order #2025-019 Replace Rooftop Air Conditioning Units at North Hall Community Center for Parks & Leisure Services to J.R. Hobbs Co - Atlanta of Lawrenceville, GA, in the amount of \$157,936.25.
- 10 Approve the resolution declaring 0.401 +/- acres of County right of way on Chestnut Mountain Circle to be unserviceable, and approving the transfer of said Right of Way to Lanier Christian Academy, subject to certain requirements, and authorizing the Chairman to execute any and all documents necessary to effectuate the transfer, subject to the review and approval of the County Attorney.
- 11 Approval of the standing order from the Superior Courts of Hall County to set the salary of any full-time Juvenile Court Judge at 85 percent of the base salary received by a Superior Court Judge in the circuit and to adjust Juvenile Court Judges' salaries on the same date of any adjustment made to Superior Court Judges' salaries unless an alternate date is set by separate order at that time by the Chief Superior Court Judge.
- 12 Approve the continuation award and any supplemental funding of the FY 2025 Victims of Crime Act (VOCA) Grant for the District Attorney's Office to provide direct support to crime victims in the amount of \$87,310.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.
- 13 Approve the purchase of a new 2024 Ford F-550 for Public Works & Utilities to Wade Ford, Inc., of Smyrna, GA, in the amount of \$73,963.00.



- 14 Approve the resurfacing list for the Georgia Department of Transportation (GDOT) FY 2025 Local Maintenance Improvement Grant (LMIG) application for 7.5 miles of road resurfacing on fourteen (14) various County Roads, in the amount of \$3,616,612.00.
- 15 Approve the award of IFB #026-45 Spout Springs Water Reclamation Facility Expansion to 1.6 Million Gallons Per Day for Public Works & Utilities to Lakeshore Engineering, LLC of Atlanta, GA, in the amount of \$20,972,000.00.
- 16 Approve the FY 2025 School Security Program annual agreement between Hall County and the Hall County Board of Education.
- 17 Approve the continuation award and any supplemental funding of the FY 2025 Victims of Crime Act (VOCA) Grant for the Solicitor's Office to provide direct support to crime victims in the amount of \$125,741.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.
- 18 Approve the 2023 personal property refund in the amount of \$128,552.92 for overpayment of taxes regarding property located at 2125 Candler Road, Gainesville, GA to Cottrell Properties, LP.

**Other Business - Public Works and Utilities**

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

- 19 Approve the award of RFQ/P #45-015 Roll-Off Solid Waste Hauling Services for Public Works & Utilities to North GA Excavating Group, LLC of Lula, GA. The estimated annual cost is \$750,000.00.

*Commissioner Stowe/Commissioner Poole — approve — unanimous*

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

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

- 20 **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** NOTE: Tabled at the September 10, 2024 Voting Meeting until the October 10, 2024 Voting Meeting.

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

Commissioner Powell/Commissioner Stowe — approve removing item 20 from the table — unanimous

Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:

Favor:

- Chuck Ross, 10 Lumpkin Street, Lawrenceville

Opposition:

- Win Fletcher, 5913 Thornhill Place, Flowery Branch
- Shelly Andrews, 5913 Thornhill Place, Flowery Branch
- Jay Kelley, 6023 Terrace Lake Point, Flowery Branch
- Tim Gail, 5918 Terrace Lake Point, Flowery Branch

Commissioner Powell/Commissioner Poole — approve tabling item 20 until the November 14, 2024 Voting Meeting — unanimous

- 21 **2466 Old Fork Road | Rezone** | from Agricultural Residential III (AR-III) and Vacation Cottage (V-C) to Vacation Cottage (V-C) on a 4.80± acre tract located on the south side of Old Fork Road, at its intersection with Brand Drive | Zoned AR-III & V-C; Tax Parcel 10085 000061 | **Proposed Use: 5-lot single-family development** | Commission District 2 | **Rashmiranjan Jyotiprakash, applicant**

Mr. Lawhon introduced items 21 and 22, which were heard together. Ms. Garmon discussed the items. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board regarding both items 21 and 22:

Opposition:

- Scott Jacobs, 2488 Old Fork Road, Gainesville

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

Conditions:

1. The property shall be developed in accordance with the site plan dated August 5, 2024, and as described in the project narrative, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The property shall be subdivided into a maximum of 5 single-family lots in accordance with the requirements of the Vacation Cottage (V-C, 17.50) zoning district as detailed in Area and Setback Requirements (17.240).
3. Driveway access to the proposed lots shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs.
4. 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."*

- 5. 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.*
- 6. All conditions of zoning shall be made part of any plats created for the property.*
- 7. If improvements within the right-of-way are required, the developer shall be responsible for all associated costs and repair of any damage caused by the developer of existing utilities within the right-of-way.*
- 8. Homes shall be restricted to site built only.*
- 9. Vinyl siding shall be prohibited.*
- 10. All Family Daycare Homes and Community Residences shall be prohibited.*
- 11. The developer shall coordinate with the City of Gainesville to install a new water line subject to their standards that will include a fire hydrant and access for other property owners in the area to relocate their meters closer to their properties. Existing property owners shall be notified prior to any proposed utility line work.*
- 12. The developer shall obtain a land disturbance permit (LDP) for the proposed work which shall include a hydrology study for all five (5) lots.*
- 13. The minimum house size shall be a minimum of 2,500 heated floor area.*

22 **2466 Old Fork Road | Use Subject to County Commission Approval |** on a 4.80± acre tract located on the south side of Old Fork Road, at its intersection with Brand Drive | Zoned AR-III & V-C; Tax Parcel 10085 000061| **Proposed Use: 5-lot single-family development |** Commission District 2 | **Rashmikiranjan Jyotiprakash, applicant**

*Items 21 and 22 were heard together. See item 21 for public hearing details.*

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

*Conditions:*

- 1. The property shall be developed in accordance with the site plan dated August 5, 2024, and as described in the project narrative, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
- 2. The property shall be subdivided into a maximum of 5 single-family lots in accordance with the requirements of the Vacation Cottage (V-C, 17.50) zoning district as detailed in Area and Setback Requirements (17.240).*
- 3. Driveway access to the proposed lots shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs.*
- 4. 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."*
- 5. 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.*
- 6. All conditions of zoning shall be made part of any plats created for the property.*
- 7. If improvements within the right-of-way are required, the developer shall be responsible for all associated costs and repair of any damage caused by the developer of existing utilities within the right-of-way.*
- 8. Homes shall be restricted to site built only.*
- 9. Vinyl siding shall be prohibited.*
- 10. All Family Daycare Homes and Community Residences shall be prohibited.*
- 11. The developer shall coordinate with the City of Gainesville to install a new water line subject to their standards that will include a fire hydrant and access for other property owners in the area to relocate their meters closer to their properties. Existing property owners shall be notified prior to any proposed utility line work.*
- 12. The developer shall obtain a land disturbance permit (LDP) for the proposed work which shall include a hydrology study for all five (5) lots.*
- 13. The minimum house size shall be a minimum of 2,500 heated floor area.*

*Commissioner Cooper exited the meeting.*

**0, 4611, 4627 Guth Road & 0, 4561, 4613 J M Turk Road & 4590, 4601, 4610 Stanley Road | Rezone** | from Agricultural Residential-III (AR-III) to Planned Residential Development (PRD) | on a 114.147± acre tract located on the east side of J M Turk Road at its intersection with Guth Road | Zoned AR-III; Tax Parcels 15043 000027, 000201, 000128 & 15044 000035, 15044 000127, 15043 000109 & 15044 000035B, 000043, 000100 | **Proposed Use: 256-unit residential development** | Commission District 1 | **Steven P. Gilliam, applicant**

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

*The following people addressed the Board:*

*Favor:*

- *Tyler Smith, 265 Thompson Place, Gainesville*
- *Jill Casper Stanley, 4561 J M Turk Road, Flowery Branch*
- *Randy Jones, 4561 J M Turk Road, Flowery Branch*

*Opposition:*

- *Bill Doucher, 4789 J M Turk Road, Flowery Branch*
- *Penni Ganyard, 2175 Silver Circle, Gainesville*
- *Mark Dunn, 4781 J M Turk Road, Flowery Branch*
- *Tommy Channell, 4737 J M Turk Road, Flowery Branch*
- *Albert Guth, 4589 Guth Road, Flowery Branch*
- *Mark Faul, 4567 Stanley Road, Flowery Branch*
- *Mike Morton, 6057 Daffodil Drive, Flowery Branch*
- *Dale Casto, 4801 J M Turk Road, Flowery Branch*

*Commissioner Powell/Commissioner — approve with the fourteen (14) conditions listed below — Vote: 3 to 1*

*Commissioner Cooper — recused*

*Commissioner Powell — aye*

*Chairman Higgins — aye*

*Commissioner Poole — nay*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions:*

1. *Development is approved as generally depicted on the site plan dated August 20, 2024, and as detailed in the project narrative dated August 20, 2024 and in the comparison chart received October 10, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *The minimum heated floor area (HFA) shall be 1,800 square feet for single-family detached homes and 1,300 square feet for townhomes.*

3. *A 50-foot transitional buffer (planted or undisturbed) shall be maintained along all external property lines.*
4. *All single-family homes and townhomes shall provide two car garages and driveways to accommodate two cars for parking. Garage door width shall not exceed 55% of the width of the front façade of the single-family residences and a maximum garage door width of 55% of the front façade of the townhomes.*
5. *Residential driveways shall measure no less than 22 feet in length from the right-of-way to the front of the garage door. All other parking must meet the standards listed in 17.250 of the Official Code of Hall County.*
6. *The amenity area shall include a swimming pool, a dog park, and four (4) mail kiosks with adjacent parking as depicted on the proposed site plan dated August 20, 2024, and shall be completed before 50% of the final buildout of the development.*
7. *The Declaration of Covenants, Conditions, and Restrictions for the subdivision and the documents establishing the homeowner's association shall be submitted for review. These documents shall include a provision that would assure maintenance of the amenity package through adequate assessment of the subdivision property and would provide for establishing a lien against any property failing to pay said assessment. These documents shall be recorded simultaneously with the final plat and/or prior to the sale of any lots within the subdivision.*
8. *All designated open space within the development shall be commonly held and maintained and shall not be the responsibility of any individual homeowner(s). This common open space ownership shall be included in the deeds created for each lot.*
9. *Access to the development shall be approved by the Hall County Engineering Department. Access to the property from Guth Road shall be limited to emergency vehicles only. The developer shall implement all recommendations of the traffic study, subject to final review and approval by both Hall County Engineering. The developer shall be responsible for any costs associated with these improvements.*
10. *The development shall be limited to a maximum of four (4) model homes prior to approval and recording of the final plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided, and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to Final Plat recording.*
11. *The proposed lift station shall be located on its own lot.*
12. *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.*
13. *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."*

14. *All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.*

*Commissioner Cooper re-entered the meeting.*

### **County Administrator**

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

- *Early Voting will be held October 15, 2024 thru November 1, 2024. For questions about early voting or access to your ballot proof, visit the Elections page on the Hall County website. Early Voting locations are:*
  - *North Hall Community Center*
  - *East Hall Community Center*
  - *Mulberry Creek Community Center*
  - *Spout Springs Library*
  - *Murrayville Library*
  - *Chicopee Woods Ag Center*
  - *Gainesville Civic Center*
- *Announced there will be TSPLOST Public Information Sessions at the following locations:*
  - *Mule Camp Market - Friday, October 11, 2024 thru Sunday, October 13, 2024*
  - *Downtown Gainesville Library - Monday, October 14, 2024 from 3:30 to 8:00 pm*
  - *Presentation at the Clermont Chattahoochee Center - Tuesday, October 15, 2024 at 6:30 pm*

### **Commission Time**

*Commissioner Gregg Poole, District 3, stated for those in attendance to go vote.*

*Commissioner Jeff Stowe, District 4, acknowledged current members of Leadership Hall. The following members addressed the Board:*

- *Jason Burruss (Teston & Burruss)*
- *Justin Burruss (Rushton)*

### **Adjourn**

*Commissioner Powell/Commissioner Poole — adjourn at 7:51 p.m. — unanimous*



## AGENDA ITEM

### Consent Agenda

**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 577/2024

**SUBJECT:** Approve the October 10, 2024 Executive Session minutes.

#### Meetings:

**Work Session Date:** 10/21/24                      **Voting Meeting Date:** 10/24/24

#### Executive Summary:

**Presenter:** CA

**Recommendation:**  
Approve.

**Purpose of Request:** Approve the October 10, 2024 Executive Session minutes.

**History:**

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

<b>Funding Requested</b>	\$ 0.00
<b>Are funds within current budget?</b>	No
<b>Source of Funds</b>	
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	No
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	2024-10-24

#### Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

#### Attachments:







## AGENDA ITEM

### Consent Agenda

**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 576/2024

**SUBJECT:** Approve the October 10, 2024 Meeting minutes.

**Meetings:**

**Work Session Date:** 10/21/24                      **Voting Meeting Date:** 10/24/24

**Executive Summary:**

**Presenter:** CA

**Recommendation:**  
Approve.

**Purpose of Request:** Approve the October 10, 2024 Meeting minutes.

**History:**

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

<b>Funding Requested</b>	\$ 0.00
<b>Are funds within current budget?</b>	No
<b>Source of Funds</b>	
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	No
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	2024-10-24

**Approvals:**

Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

**Attachments:**

October 10, 2024 Meeting Minutes





**HALL COUNTY BOARD OF COMMISSIONERS  
MEETING MINUTES**

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

**Streamed Live on Hall County Government's Website - [www.hallcounty.org](http://www.hallcounty.org)  
Thursday, October 10, 2024 - 05:15 PM**

**Call to Order**

*Chairman Higgins at 5:15 p.m.*

*Present:*

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

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

*Commissioner Powell/Commissioner Poole — to go into Executive Session at 5:15 p.m. — unanimous*

**Executive Session**

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

*Commissioner Powell/Commissioner Poole — to adjourn the Executive Session at 6:01p.m. — unanimous*

**Adjourn**

*Commissioner Powell/Commissioner Poole — adjourn the Meeting at 6:01 p.m. — unanimous*



## AGENDA ITEM

### Consent Agenda

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**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 554/2024

**SUBJECT:** Approve the sole source purchase of Trane HVAC direct digital controls for the Emergency Services Center for Central Services to Trane U.S. Inc. of Atlanta, GA, in the amount of \$189,995.61.

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#### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

#### Executive Summary:

**Presenter:** KI  
**Recommendation:** Approve.

**Purpose of Request:** Approve the sole source purchase of Trane HVAC direct digital controls for the Emergency Services Center for Central Services to Trane U.S. Inc. of Atlanta, GA, in the amount of \$189,995.61.

**History:** Current controls are 20 years old and are now obsolete.

**Facts and Issues:** Sole source for Trane was used since the current controls, that are 20 years old and now obsolete, are also Trane. Some of the existing HVAC equipment (chillers, air handlers, etc.) will be integrated into this new controls system as well.

#### Options:

<b>Funding Requested</b>	\$ 189,995.61
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Capital Projects Fund
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

Approvals:

<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
AY	ES	KI	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
DA	TS	WLI	CR
<b>Clerk</b>			
AD			

**Attachments:**

- Financial Supplement
- Trane Quote
- Sole Source Form



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

**AGENDA ITEM 554/2024**

**Funds Requested:** \$ 189,995.61

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Capital Projects Fund

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2025	350-CAPITAL PROJECTS FUND	1535-MIS	541300-BUILDING AND IMPROVEMENTS	\$41,817.76
2025	350-CAPITAL PROJECTS FUND	3800-E911	541300-BUILDING AND IMPROVEMENTS	\$53,555.33
2025	350-CAPITAL PROJECTS FUND	3630-EMS	541300-BUILDING AND IMPROVEMENTS	\$19,000.28
2025	350-CAPITAL PROJECTS FUND	3920-EMA	541300-BUILDING AND IMPROVEMENTS	\$31,288.26
2025	350-CAPITAL PROJECTS FUND	3520-FIRE RESCUE	541300-BUILDING AND IMPROVEMENTS	\$44,333.98

**Budget Transfer Items:**

**Additional Information/Comments:**

Kevin Ivey - (678) 617-4517

**Contact for Questions:** LJ

**Phone:**

678-617-4518



# Proposal

Trane Georgia / Alabama  
4000 Dekalb Technology Parkway  
Building 100  
Atlanta, GA 30340

**Prepared For:**  
Hall County Purchasing

**Date:**  
08-5-2024

**Job Name:**  
Hall County Emergency Services Center Controls Upgrade

**Delivery Terms:**  
Freight Allowed & Prepaid

**Payment Terms:**  
Net 30 Days

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**Trane U.S. Inc. is pleased to provide a Proposal for a Trane Tracer Building Automation System (BAS) for your review and approval. Pricing is based on a visit to the site on 8-23-2022:**

Trane will furnish Submittal drawings, Material, Installation, Programming, and Commissioning of a Trane Tracer BAS system for the following HVAC systems/equipment:

**This scope includes an SC+ Front End Controller Upgrade from Tracer Summit to the Tracer Synchrony Platform. With this base price, Trane will replace the BCU with an SC+ as well as a replacement of all major controls components and sensors in the following CHW, AHU, and terminal box equipment:**

**A. (\*) Tracer SC+ System Controller**

- a. Furnish and install Tracer SC+ system controller(s) with integral web server.
- b. System controller to be connected to owner's local area network. Owner to provide network connection and I.P. address. Coordinate with Hall County to re-use or allocate new IP address.
- c. Furnish custom floor plan graphics, standard status page, and standard equipment graphics.
- d. Trane will pull all new communication bus wiring between equipment for the scope below.
- e. Provide updated owner training session.

**B. (x) Operator Workstation Laptop PC**

- a. Furnish new laptop for local control onsite and remove outdated server.

**C. Mechanical Plant – Air Cooled Chiller Plant**

Furnish and install controls for the following:

**a. (2) Air Cooled Chillers**

- i. Ensure Air Cooled Chillers have communication cards compatible with new BAS.
- ii. Trane will replace the existing MP580 plant controller with the latest Trane BACnet controller. Trane will replace sensors in existing locations, and re-use control wiring at the controller. Trane will pull new communications wire back to Tracer SC+

**D. (4) Air Handling Units**

**Tag: AHU-1,2,3,4**

- a. Furnish and install replacement BACnet controller, end devices, and damper actuators. Re-terminate devices to new controller. Update graphics and programming.
- b. Chilled water valves will be re-used at this time and are assumed to be in working condition.



**E. (34) Variable Volume Terminal Units**

**Tag: PIU 1-01 through PIU 4-06**

- a. Replace existing controller, actuator, DAT, and zone temperature sensors. Includes new communication media back to SC+ controller.
- b. Re-use existing 24VAC power.
- c. Update graphics and programming.

**Clarifications/Notes:**

- 1. Trane is an internationally self-insured corporation. Indemnification provided via Trane self-insured status. Participation in Contractor or Owner controlled Insurance Program is not included.
- 2. **Proposal does not include the replacement or repair of any devices not specifically mentioned in this scope of work.**
- 3. Labor or Materials not specifically listed in the above scope of work is excluded.
- 4. All dampers and valves provided by Trane are to be installed by mechanical contractor.
- 5. Motor starters and/or variable frequency drives are not included.
- 6. 120VAC power for control panels provided by Division 26 electrical contractor.
- 7. LEED/Third Party/Non-Standard Trane commissioning hours are excluded in the above scope.
- 8. Smoke detectors, smoke dampers, fire/smoke dampers, fire Alarm System shutdown devices provided by others. Trane to provide local shutdown interlock from shutdown device to mechanical equipment. Shutdown devices to be mounted near respective unit.
- 9. All cabling to be installed in EMT conduit where exposed and plenum rated in other areas.
- 10. **Installation is based on normal working hours. Any coordination for after hours work may incur additional cost.**
- 11. Price good for 30 days from date of proposal.
- 12. Trane standard warranties apply to all NEW parts & labor only from substantial completion date.

**Total Net Price.....\$189,995.61**

Sincerely,

Jeff Kellner / Denny Victor

**Trane U.S. Inc.**

Phone: (404) 321-7500

Fax: (404) 636-5204 **This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions**

CUSTOMER ACCEPTANCE
_____
Authorized Representative
_____
Printed Name
_____
Title

---

Purchase Order \_\_\_\_\_

Acceptance Date \_\_\_\_\_

Trane License Number: \_\_\_\_\_

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#### COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (U.S.), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions.

#### TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc.

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

**5. Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**7. Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**9. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

**10. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**11. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy

of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**12. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**14. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

**18. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

#### **20. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**21. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT**

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**SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**23. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability \$2,000,000 per occurrence

Automobile Liability \$2,000,000 CSL

Workers Compensation Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**24. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**25. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**26. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**27. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**28. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1221)  
Supersedes 1-26.251-10(0821)



## 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.*

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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 #:



## AGENDA ITEM

### Consent Agenda

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**REPORT TO:** Work Session (10/21/24)  
**REPORT TO:** Voting Meeting (10/24/24)  
**ITEM NO:** 560/2024  
**SUBJECT:** Approve the purchase of new all-inclusive playground equipment at Laurel Park for Parks & Leisure to Playground Creations of Atlanta, GA, in the amount of \$334,894.50.

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#### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

#### Executive Summary:

**Presenter:** BH  
**Recommendation:** Approve.

**Purpose of Request:** Approve the purchase of new all-inclusive playground equipment at Laurel Park for Parks & Leisure to Playground Creations of Atlanta, GA, in the amount of \$334,894.50.

#### History:

**Facts and Issues:** Sourcewell Contract #010521-LSI, valid until February 17, 2025.

#### Options:

Hall County Sourcewell Account #34982

To furnish and construct a new playground at Laurel Park with a focus on inclusive play elements.

<b>Funding Requested</b>	\$ 334,894.50
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Impact Fees
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	No
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

**Approvals:**

<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
JD	BH	BH	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
JM	TS	WLI	CR
<b>Clerk</b>			
JR			

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**Attachments:**

Financial Supplement  
Proposal - Playground Creations  
Sourcewell Contract #010521  
Playground in 3D



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

**AGENDA ITEM 560/2024**

**Funds Requested:** \$ 334,894.50

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Impact Fees

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2025	301-IMPACT FEES FUND	6210-PARKS AND LEISURE SERVICES	541400-INFRASTRUCTURE	\$334,894.50

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BH

**Phone:** 678-997-5823



ALL PURCHASE ORDERS, CONTRACTS,  
CHECKS TO BE MADE OUT TO:  
PLAYGROUND CREATIONS  
704 Berkeley Ave, Suite C  
Atlanta, GA 30318  
678-904-4080 FAX 404-367-9441

**Proposal**

<b>CONTACT:</b> Phone:	<b>Andrew Klein</b> c. 678-429-6505	<b>DATE:</b>	10/7/2024
<b>CUSTOMER:</b> Phone:	<b>Hall County</b> 770-535-8280	<b>DESTINATION:</b>	
<b>SHIP TO:</b> Address: City/ST/Zip eMail: Phone:	<b>Laurel Park</b> 3100 Old Cleveland HWY Gainesville, GA 30506 <a href="mailto:bholloway@hallcounty.org">bholloway@hallcounty.org</a> 770-535-8280	<b>FREIGHT/F.O.B.:</b>	
<b>BILL TO:</b> Address: City/ST/Zip Phone:	<b>Hall County Board of Commissioners</b> P.O. Drawer 1435 Gainesville, GA 30503 770-535-8280	<b>Additional Notes:</b>	

We are pleased to submit this proposal to supply the following items:

Project Name:		Laurel Park - 2-5 Inclusive Playground				
QTY	ITEM NO.	DESCRIPTION	UNIT WEIGHT	UNIT PRICE	WEIGHT	EXTENDED AMOUNT
1	CP021022	DTR Breeze® Structure Precolored	2853	\$41,280.00	2853	\$41,280.00
1	IP298208A-001	Symbol Communication Sign w/DB Posts	63	\$2,190.00	63	\$2,190.00
1	IP182503A-001	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	24	\$0.00	24	\$0.00
1	IP177344A-001	Single Post Swing Frame 52" Bury 8' Beam Height Only	251	\$1,810.00	251	\$1,810.00
2	IP177345A-001	Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height	148	\$1,290.00	296	\$2,580.00
1	IP237297A-001	Friendship® Swing w/Single Post 52" Bury Add Bay ProGuard	252	\$3,750.00	252	\$3,750.00
2	IP174018A-001	Belt Seat ProGuard Chains for 8' Beam Height	8	\$165.00	16	\$330.00
2	IP177350A-001	Molded Bucket Seat ProGuard Chains for 8' Beam Height	29	\$805.00	58	\$1,610.00
2	IP176038A-001	Full Bucket Seat ProGuard Chains for 8' Beam Height	14	\$465.00	28	\$930.00
1	IP248819A-001	We-Go-Round™ w/Perf Panels And 2 Seats	2100	\$38,990.00	2100	\$38,990.00
1	IP250340A-001	Rhapsody® Cascata™ Bells Direct Bury	73	\$5,335.00	73	\$5,335.00
1	IP228213A-001	Rhapsody® Jingle™ Metallophone, Direct Bury	131	\$4,365.00	131	\$4,365.00
4	PB179595S-001	172"Steel Post For Vibe Roof DB	103	\$585.00	412	\$2,340.00
2	PB179595T-001	164"Steel Post For Vibe Roof DB	98	\$570.00	196	\$1,140.00
1	PB111404Q-001	116"Steel Post DB	70	\$375.00	70	\$375.00
2	PB111404T-001	92"Steel Post DB	56	\$345.00	112	\$690.00
2	PB111404U-001	84"Steel Post DB	51	\$335.00	102	\$670.00
4	PB179595W-001	140"Steel Post For Vibe Roof DB	83	\$415.00	332	\$1,660.00
2	PB111404V-001	76"Steel Post DB	47	\$325.00	94	\$650.00
3	PB121948A-001	Kick Plate 8" Rise	13	\$150.00	39	\$450.00
2	PB178710A-001	Hexagon Tenderdeck	285	\$3,925.00	570	\$7,850.00
3	PB111231A-001	Triangular Tenderdeck	62	\$1,060.00	186	\$3,180.00
1	PB119646A-001	Triangular Tenderdeck Extension	51	\$1,030.00	51	\$1,030.00
1	PB152911B-004	Curved Transfer Module Left 40"Dk DB	240	\$3,695.00	240	\$3,695.00
5	PB179594A-001	Vibe Roof	81	\$1,790.00	405	\$8,950.00
1	PB179050A-001	Marble Vibe Panel Above Deck	89	\$3,500.00	89	\$3,500.00
1	PB179052A-001	Rain Sound Wheel Vibe Panel Above Deck	104	\$3,265.00	104	\$3,265.00
1	PB180094A-001	Vibe Handhold Panel Set	51	\$835.00	51	\$835.00
1	PB164094A-001	Bongo Reach Panel Above Deck	37	\$1,195.00	37	\$1,195.00
1	PB179044A-001	Color Splash Vibe Panel Above Deck	86	\$4,310.00	86	\$4,310.00
3	PB191031A-001	Accessible Panel Curb	5	\$145.00	15	\$435.00
1	PB116244A-001	Pipe Barrier Above Deck	51	\$835.00	51	\$835.00
1	PB135731A-001	Chimes Reach Panel Above Deck	31	\$1,720.00	31	\$1,720.00
1	PB127439A-001	Navigator Reach Panel Above Deck	28	\$925.00	28	\$925.00
2	PB156232A-001	Ramp w/Guardrails w/Curbs Meets ASTM	435	\$5,635.00	870	\$11,270.00
1	PB120325A-002	Ramp Berm Exit Plate Concrete Wall	30	\$550.00	30	\$550.00
1	PB180098D-001	Pod Climber w/Vibe Handholds w/Handloop & Handrail 32"Dk DB	112	\$2,545.00	112	\$2,545.00
1	PB179023A-001	Vertical Ladder w/Vibe Handholds 24"Dk DB	68	\$1,440.00	68	\$1,440.00
1	PB123333A-001	Rollerslide 40"Dk DB	364	\$10,090.00	364	\$10,090.00
				\$ -	-	\$ -
				\$ -	-	\$ -
<b>Surfacing</b>						
1		4,375 SQFT - Bonded Rubber Mulch		\$ 87,500.00	-	\$ 87,500.00
				\$ -	-	\$ -
<b>SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.</b>			<b>Total Weight</b>	10,890		
				\$ -		\$ -
			Net Amount			\$266,265.00
			Installation	\$	53,629.50	
			Freight	\$	15,000.00	
			Sales Tax	\$	-	
			<b>TOTAL</b>	\$	334,894.50	
<b>ACCEPTED BY CUSTOMER</b>						
<b>PRINT NAME</b>						
<b>PROPOSED BY PLAYGROUND CREATIONS REPRESENTATIVE</b> <i>Andrew Klein</i>						
<i>"It is a happy talent to know how to play" - Ralph Waldo Emerson</i>						

FOR LSI USE ONLY	
24 Hour Call Prior To:	
Influencer:	
Rep #	

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Landscape Structures Inc., 601 7<sup>th</sup> St. S., Delano, MN 55328 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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 Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor 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 February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor 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.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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**

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

- Identify the applicable Sourcwell 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 be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor 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.

Vendor 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 Vendor, 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 worked out directly between the Participating Entity and the Vendor. 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 (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor 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 Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor 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 Vendor'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.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement 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 the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. 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, 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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of 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.

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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County 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 to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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, Vendor 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.* Vendor 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-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

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

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

Failure of Vendor 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, Vendor 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 Contract 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 Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

B. LICENSES. Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

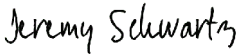
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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

## 22. CANCELLATION

Sourcwell or Vendor 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 Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcwell

Landscape Structures Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 2/15/2021 | 10:32 PM CST

DocuSigned by:  
  
By: 1A3A8D886566403...  
Fred Caslavka  
Title: Chief Financial Officer  
Date: 2/15/2021 | 11:44 AM PST

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 2/15/2021 | 10:43 PM CST

# RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

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## Vendor Details

Company Name: Landscape Structures Inc.  
Does your company conduct business under any other name? If yes, please state: No  
Address: 601 7th Street S.  
Delano, MN 55328  
Contact: Elaine Harkess  
Email: elaineharkess@playlsi.com  
Phone: 763-972-5243  
Fax: 763-972-3185  
HST#: 41-0971842

## Submission Details

Created On: Friday November 20, 2020 15:44:26  
Submitted On: Tuesday January 05, 2021 14:56:03  
Submitted By: Elaine Harkess  
Email: elaineharkess@playlsi.com  
Transaction #: 9a53de68-bd30-44d7-924d-6248bbd8d68b  
Submitter's IP Address: 96.39.128.58

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Landscape Structures Inc.
2	Proposer Address:	601 7th ST S Delano, MN 55328
3	Proposer website address:	<a href="https://www.playlsi.com/">https://www.playlsi.com/</a>
4	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):	Fred Caslavka Chief Financial Officer 601 7th ST S Delano, MN 55328 fredcaslavka@playlsi.com 763-972-5362
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Elaine Harkess Contract Administrator 601 7th ST S Delano, MN 55328 elaineharkess@playlsi.com 763-972-5243
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Smith Vice President of Sales 601 7th ST S Delano, MN 55328 DavidSmith@playlsi.com 763-972-5205

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	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>Landscape Structures celebrates its 50th Anniversary in 2021. Our vision is to be the industry leader in innovation and operational excellence, have the best sales consultants and be the most highly recognized manufacturer of commercial playground equipment. We strive to offer world class service and products with our continuous improvement processes, and values-based employee culture.</p> <p>Landscape Structures was founded in 1971 by Steve King and Barb King (1947-2008). Steve is a landscape architect with a keen eye for beautiful aesthetics and functionality. Steve is also the creator of the concept of continuous play and was the first to interconnect play events including slides, climbers, horizontal ladders and more. The continuous play concept allowed him to create more play value in a smaller space and encourage more social interaction and skill development among children. Barb was educated as a home economist with a talent for organization development and the ability to plan, coordinate and execute. Their complementary styles and backgrounds proved to be the right combination as they turned a great idea into a successful business. Now, almost 50 years later, the company is a global leader in the commercial playground industry with nearly 500 employees, approximately 500,000+ square feet of manufacturing space in Minnesota and over 300 playground consultants spread across the world.</p> <p>Landscape Structures is one of the few remaining independently owned manufacturers of playground equipment. We are 100 percent employee owned (ESOP), and each and every employee is committed to creating playgrounds and play spaces that encourage kids of all ages and abilities to learn persistence, leadership, competition, bravery, support and empathy through play. We push the limits to help kids realize there is no limit to what they can do today and in the future. Our core values--relationships, integrity, commitment, innovation, team and passion—enable us to fulfill our mission of enhancing the lives of children through play while honoring the environment. For a better tomorrow, we play today. Cofounder and Chairman Steve King is the only leader of a playground company who is also a landscape architect. With Steve's passion for creating playground products and designs that go beyond ADA requirements, we create truly inclusive play environments for children of all abilities. We also push the design envelope by creating some of the most creatively themed play events in the world, along with nature-inspired playground equipment that blends into the surrounding environments.</p> <p>Landscape Structures' overall reputation in the marketplace is based on offering leading edge innovation and best value. Independent research conducted with the recreation industry over several years indicated superiority in areas of product quality, product innovation, custom capabilities, environmental stewardship, and customer service. Our products are of the highest quality and best long-term value to the customer. Our attention to detail in manufacturing and design along with the durability and product performance in the field, has earned us this reputation. See attached Landscape Structures History for more detailed information.</p>
8	What are your company's expectations in the event of an award?	<p>Landscape Structures currently holds a Sourcwell contract (April 2017 thru April 2022 (extended in response to customer request)). We have seen sales under this contract nearly double from 2018 to 2020.</p> <p>If we are awarded a new Sourcwell contract, we expect the strong growth to continue. The Landscape Structures team is finishing one of the most challenging year's in our country's history with no lapse in service, no manufacturing delays and an increase in sales under our current Sourcwell contract. Our team continued to deliver at 99.1% on time with 94.3% clean shipments which was similar to the past 5 years. We have an established history and customer base to continue growing these sales. As customers look for more streamlined methods to make their purchases and purchasing vehicles to help make the most of their project dollars, we anticipate sales under cooperative contracts will continue to grow. With our strong dealer network and our ability to provide personalized service through that partnership, we believe our existing customers will continue to purchase Landscape Structures' products while at the same time referring new customers who will see the benefits of utilizing the Sourcwell contract.</p>

9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Landscape Structures Inc. (LSI) was a privately owned manufacturer until 2012 when it became 100% employee owned. Historically, we have only provided limited financial information to parties other than our financial institutions and insurance company. For competitive reasons we are very protective of this information.</p> <p>However, we understand our financial stability is a critical aspect in the decision-making process. Landscape Structures employs nearly 500 people who, once eligibility requirements are met, all participate as owners of the company through a qualified Employee Stock Ownership Plan and Trust. On December 31, 2020 our total assets were over \$90 million, our current ratio was 2.9 and our fixed charge coverage ratio was over 15.2 (U.S. Bank requires it to be no less than 1.15). We also have a \$20.0 million line of credit with U.S. Bank that is rarely drawn upon and had an outstanding balance of zero on the date of this response as well as on December 31, 2020, 2019 and 2018. PriceWaterhouseCoopers LLP has issued clean opinions for the each of the past 29 years they audited Landscape Structures Inc. The clean opinion for 2019 and 2018 is attached. We anticipate another clean opinion to be issued for 2020 when the audit is completed in August of 2021.</p> <p>Our current bonding capacity of \$10,000,000 is also testimony by an independent third party of their belief in our ability to meet our obligations. We have the ability to increase the limit but have not found a business need to do so. As you are probably already aware, sureties like International Fidelity Insurance Company (AM Best rating of A-, Financial Size Category VII) insure to a zero-loss ratio and base their limits on the financial substance and stability of the company they are bonding.</p> <p>We have supplemented this information with our bank and trade references. LSI has been working with U.S. Bank for over 29 years and many of our key suppliers over a similar time period. In totality this information should provide you with the assurance that we have the financial means to fulfill our short and long-term obligations.</p> <p>If you determine that the information is inadequate, I would welcome and appreciate the opportunity to discuss this so that I may address any of your concerns.</p> <p>Fred Caslavka, MBA, CMA, CPA (inactive) Chief Financial Officer and Risk Manager Direct: 763-972-5362 Cell: 763-221-0067 Report of Independent Auditors and Bank &amp; Supplier References are attached.</p>	*
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Market share data is confidential and typically not disclosed. However, we are highly confident we hold significant market share. Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its U.S. market share at 22%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.</p>	*
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its Canadian market share at 25%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.</p>	*
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>Landscape Structures has never filed a petition for bankruptcy protection.</p>	*

13	<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>Landscape Structures is a manufacturer. We market our products through a global network of 50 independent sales organizations comprised of more than 700 sales and service people. The sales organizations have exclusive territories and are not allowed to carry competing product lines. In the U.S. these independent sales organizations provide full sales and service coverage for all 50 states. As a 100% employee owned company with Landscape Structures being the sole legal entity under which our products are sold, our sales organizations do not compete against other entities owned by us. In short, Landscape Structures is not owned by another company, nor do we own any other companies that are selling and marketing similar products that effectively compete against each other. Landscape Structures products account for more than 50% of the total revenue for 32 of the 36 North American sales organizations. The percentage increases significantly when complimentary lines and services such as surfacing and installation are included. All of which would not be sold if it were not for the sale of our products.</p> <p>The distribution structure at Landscape Structures is led by our Vice President of Sales, two North American Regional Sales Managers, Custom Sales Manager and International Sales Manager.</p> <p>The independent sales organizations each maintain a team of sales representatives and support staff who serve the clients in their respective territories. Our sales organizations have been with Landscape Structures for an average of 25 years with several of our largest currently being led by the 2nd generation. Our shared values and commitment to serving our customers are the foundation of our relationship. The long tenure has resulted in strong synergies and shared quality, service and delivery values. We consider our sales channel true partners, and an integral part of the Landscape Structures family.</p>
14	<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>The playground industry does not require any special licenses to be held by manufacturers.</p> <p>Landscape Structures is proud to be at the forefront of an industry that cares about children. We promote healthy kids and a sustainable world. We are one of the founders of the International Play Equipment Manufacturers Association (IPEMA), an organization that promotes quality and safety for all playground manufacturers. It is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment of which Landscape Structures has been a member in good standing since its inception. In the interest of playground safety, IPEMA provides a Third Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 and 12.6.1; CAN/CSA Z614, Children's Playspaces and Equipment Standards, except clauses 9.8, 10 and 11; or both. The use of the corresponding logo in the Landscape Structures catalog signifies that Landscape Structures Inc. has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standards.</p> <p>CSA: The Canadian Standards Association. Nearly all equipment developed by Landscape Structures is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA.</p> <p>CPSIA Safety Compliance: At Landscape Structures, product safety is a top priority. We believe there is no investment more valuable than the protection and safety of our children. That's why we always strive to go beyond the minimum safety requirements and build this value into every piece of playground equipment we produce.</p> <p>The Consumer Products Safety Improvement Act (CPSIA) of 2008 specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare articles. Landscape Structures has tested hundreds of materials to validate compliance to this safety act.</p> <p>All products manufactured and distributed through Landscape Structures meet or exceed the requirements of the CPSIA.</p> <p>ISO Certification: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide.</p> <p>ISO 9001:2015 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality.</p> <p>ISO 14001:2015 drives us toward operating in a manner that is environmentally conscious.</p> <p>Both standards provide guidelines for establishing a company's quality and environmental management programs. In 1998 Landscape Structures became the first play equipment manufacturer to be certified in ISO 9001 and ISO 14001. Annual audits by a 3rd party are required to maintain these certifications which LSI has done successfully for each year since 2015 through the date of this response.</p> <p>What does this mean to a customer?</p> <p>This means that a customer can purchase from Landscape Structures, a premier commercial playground equipment manufacturer, with confidence because we have the</p>

		<p>processes in place to consistently manufacture the highest quality products while being conscious of how we are impacting the environment.</p> <p>Although not an industry requirement, Landscape Structures requires members of our staff to be certified by the National Playground Safety Institute (NPSI). This includes many of our product development team, playground design team and our technical services (installation support) team. This ensures our customers receive the benefit of the knowledge of and compliance with government standards. This occurs at all levels from the development of the equipment, design of the play structures, through installation and maintenance services.</p> <p>In addition, many key staff members are actively involved in the development of the standards for our industry. Steve King, co-founder and chairman, is an American Society of Landscape Architects (ASLA) Fellow, a Certified Playground Safety Inspector, and a founding member and past President of IPEMA (International Play Equipment Manufacturers Association). Steve has been chairman of a task group of the American Society for Testing and Materials (ASTM) that worked with the U.S. Consumer Products Safety Commission (CPSC) to update the ASTM F1487 Specification: a voluntary safety and accessibility standard for public playground equipment designed for children ages 2 to 12. His task group had the added responsibility of developing playground accessibility standards to comply with the Americans with Disabilities Act (ADA). Landscape Structures was also the first company to develop new playground events specifically meeting ADA requirements. Randy Watermill, Vice President of Product Development, has been with Landscapes Structures Inc. for 27 years. Randy serves as a committee member for ASTM, has served as President of IPEMA, and is currently the Treasurer of IPEMA. He is certified by NRPA as a Certified Playground Safety Inspector (CPSI). Tom Fitzpatrick, P.E. Product Development Engineer, has been with Landscape Structures for 15 years. Tom serves as a committee member for ASTM, is a member of the IPEMA Equipment Certification Committee and is certified by NRPA as a Certified Playground Safety Inspector (CPSI).</p> <p>Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Florida, Hawaii, Idaho, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee and Washington (other states may not require them) allowing us to provide turn-key solutions to our customers in all of the states.</p> <p><b>Third Party Certifications</b></p> <p>Landscape Structures requires all playground equipment installers, with which we subcontract, to be manufacturer trained. Once trained, these installers are issued a Certified Installers Certificate. Many of our installers are also NPSI trained and Certified Playground Safety Inspectors. Installers are expected to maintain required permits and licenses applicable in their state to perform their work in a legal and professional manner. If required by local regulations, installers may also be required to be OSHA certified.</p> <p>Most members of our independent sales team are NPSI certified. This ensures that when they are meeting with a customer, the customer has the assurance of working with an experienced and knowledgeable playground expert. Our sales organizations hold necessary contractor licenses as required.</p>
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE – Landscape Structures has never been suspended or debarred.

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**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> <li>• 2020 Nineteen-year participant in the annual EPCOT International Flower &amp; Garden Festival (since 2001)</li> <li>• 2019 Landscape Structures was honored with the Best in Show award at the NRPA Annual Conference in Baltimore, MD</li> <li>• 2018 Landscape Structures recognized for its Total Retirement Offering at the 2018 Plan Sponsor of the Year Awards. The company was honored for its innovation in helping employees reach a secure retirement.</li> <li>• 2017 Landscape Structures receives a LAMMY Advertising Award for Best Message by Landscape Architecture Magazine</li> <li>• 2016 Winner of the Episerver™ North American Website Awards for Best B2B Website</li> <li>• 2016 Winner of Minnesota PRSA Classics Award for community relations campaign on inclusive play</li> <li>• 2015 Pat Faust inducted as an Honorary Member of the American Society of Landscape Architects (ASLA)</li> <li>• 2015 Landscape Structures receives Landscape Architecture Magazine Advertising Award (LAMMY) for Most Persuasive ad</li> <li>• 2015 Winner of Landscape Architect Magazine's Advertising Award (Lammy) for Best Graphic Presentation</li> </ul>
17	What percentage of your sales are to the governmental sector in the past three years	Sales to the government sector accounts for 52% of our sales over the last 3 years. The government sector comprises the majority of our sales. This segment is critical to our business and growth prospects, as well as our overall success.
18	What percentage of your sales are to the education sector in the past three years	Sales to the education sector accounts for 32% of our sales over the last 3 years. The education sector also makes up a significant portion of our sales and is key to our business and growth prospects, as well as our overall success.
19	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>Landscape Structures currently holds cooperative purchasing contracts with the following agencies:</p> <p>Sourcewell HGAC NASPO ValuePoint NCPA National IPA/Omnia Partners TIPS New York State Contract Ohio State Contract Minnesota State Contract California Multiple Award Schedule (CMAS) KCDA (King County Directors Association)</p> <p>Please see attached document "Cooperative Purchasing Contracts" for annual sales volume for 2018-2020.</p>
20	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?	Landscape Structures does not hold any GSA contracts or Standing Offers and Supply Arrangements.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Los Angeles Department of Recreation & Parks	Michael Shull, General Manager michael.a.shull@lacity.org	818-524-9053
Maryland National Capital Park & Planning Commission	Bridget Stesney, Division Chief Bridget.Stesney@pgparks.com	301-699-2533
Arlington Heights School District #25	Ryan Schulz, Buildings & Grounds Director ryanschulz@sd25.org	(847) 506-6900

**Table 5: Top Five Government or Education Customers**

**Line Item 22. 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 *
See attached	Government	New York - NY	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached
See attached	Government	ON - Ontario	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached
See attached	Government	California - CA	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached
See attached	Education	New Mexico - NM	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached
See attached	Education	Illinois - IL	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell 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 *
23	Sales force.	Landscape Structures does not have a direct sales force. We partner with a network of exclusive independent sales representatives, led by our Vice President of Sales, two North America Regional Sales Managers, a Custom Sales Manager and International Sales Manager. We have an internal customer experience team who works with our distributor network supporting service on a daily basis.
24	Dealer network or other distribution methods.	Landscape Structures' sales team is comprised of 50 independent organizations, 36 in North America and 14 internationally. A total of 300+ salespeople focus 100 percent of their attention on the sales and service of the products considered in this RFP. Landscape Structures playground equipment, fabric shade, water play equipment, site amenities, fitness equipment and surfacing are our sales reps' primary business. They also carry complementary product lines and services so their total offering of products and services provide member agencies with a turn-key solution for their park and playground needs.
25	Service force.	Landscape Structures' goal is to provide the highest quality of service possible. We understand it is a journey that will never end which meshes perfectly with our continuous improvement culture. Our customer experience team is a long tenured group whose job is 100 percent customer service focused. The team's slogan is "we support play". These team members support specific geographical territories and focus on everything service related including presale designs through post installation field support. They have ISO-audited standard work processes that have proven to be very successful. Responses are same day. Our corrective action process includes meeting weekly to review any issues and discuss proactive opportunities for greater service. In addition, Landscape Structures' technical services team has two full-time staff members devoted to installation concerns and questions from both professional installers and customers. Our technical services team is available 24 hours a day, 7 days a week via a toll-free hotline.

26	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.	Hours of operation vary between local offices but are typically 8 a.m. to 5 p.m., Monday through Friday. Many offices have personnel available for early morning, evening or weekend appointments to accommodate their customers. Landscape Structures' customer experience team members, referenced earlier, are available from 7 a.m. to 6 p.m. CT, Monday through Friday. Furthermore, our contact center representatives are available from 8 a.m. to 5 p.m. CT, Monday through Friday. We also offer a toll-free hotline for installation questions 24 hours a day, 7 days a week. Landscape Structures has a standard work, ISO audited customer service program. Our primary process is called CCN (customer contact note). CCNs come in from the field and address concerns about shipping shortages, freight damage, warranty issues, etc. We respond to CCNs within 24 hours, document and review weekly with operations. This process results in corrective action and continuous improvement efforts. Replacement parts are another unique aspect of Landscape Structures customer service and manufacturing expertise. We are the only play equipment company in the world that supplies replacement parts irrespective of the age of the equipment. The replacement parts will be identical to the original equipment except in situations where the original product has been redesigned for safety or conformance reasons. In these situations, Landscape Structures will provide replacements that are similar in form, fit and function. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more. Standard lead time on replacement parts is nine business days, same lead time as provided on all of our standard play equipment. Upon request most standard hardware can be supplied next day while common painted welded parts can be shipped within 24 to 72 hours. Part of our post-sale customer service is a customer satisfaction survey that is sent out eight weeks after every order is shipped. Feedback and results of those surveys are recorded, shared and followed up with our local representative organizations.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Landscape Structures has nearly 50 years of experience successfully providing the products and services represented by this RFP to the same customer base Sourcewell represents in their participating entities. We have a network of independent sales representatives which covers all areas of the United States including Alaska and Hawaii. In cooperation with our sales channel, we are dedicated to continuing our legacy of providing premier products and services to the same customers Sourcewell serves.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Landscape Structures has the ability and willingness to offer Sourcewell in Canada. We have a long-established and successful sales network covering all Canadian provinces and territories and have a growing market share (currently estimated at 25%) in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Landscape Structures has the ability and fully intends to serve the entire United States. In fact, we must serve the entire United States as that is what our current customer base currently requires and has required for decades.  We have the ability to fully serve Canada but due to administrative challenges of direct selling in Canada we are not planning to include Canada immediately if awarded. We are continually evaluating the potential of contract sales in Canada and are open to including Canada if the interest from Canadian customers changes.	*
30	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?	N/A - Landscape Structures has the ability and fully intends to serve all Sourcewell participating entity sectors. In fact, Sourcewell's entity sectors are currently and have been for over 30 years, our core customer base. We have built our business around serving these entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - Landscape Structures does not have any specific contract requirements or restrictions for participating entities in Hawaii, Alaska or any U.S. Territory.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	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>Upon contract award and notification to our sales channel, our immediate plan would be to send out co-branded press releases and social media announcements. As is currently, Sourcewell's presence on our website would continue to provide links and all other pertinent contract details and information. In addition, we would continue to advertise our Sourcewell contract with our current trade audience and promote at applicable trade shows. We would continue to partner with our sales channel on direct mail and/or email campaigns to send to their local territories, markets and customers.</p> <p>Landscape Structures has a strong marketing team with specialists in communications, public relations, advertising, graphic design, multimedia design and production, web and social media. Our marketing materials are innovative, professional, and reflect our brand image of quality and customer focus. We have the ability to create and collaborate on the most effective marketing approaches to promote the contract whether the format is digital or printed. We have robust capabilities and produce most of our marketing materials internally. Four examples of internal marketing materials are included in an electronic format. Examples included with this RFP are Play Catalog, SkyWays Catalog, Aquatix Catalog, and Hedra Brochure.</p> <p>In addition, Landscape Structures' entire product line can be viewed and/or downloaded directly from our Virtual Catalogs page on our website. Visit <a href="https://www.playlsi.com/en/view-playground-catalogs/">https://www.playlsi.com/en/view-playground-catalogs/</a> to view the most current version of our catalogs and product brochures.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Landscape Structures uses the latest technology as it relates to our digital footprint. Our public website, <a href="http://playlsi.com">playlsi.com</a>, will continue to promote the Sourcewell contract. Our representative organizations rely on PlayCentral, our extranet, as a source of information where all of the contract details and marketing tools are available 24 by 7. We are active participants in social media outlets such as Facebook, Twitter and Instagram, as well as sending regular email communications to our client base. Additionally, we invest in ongoing organic and paid search efforts to improve our visibility to the marketplace. We would use a variety of digital vehicles to promote the Sourcewell contract and are open to, and constantly search for, new outlets to communicate awareness of the contract. In addition, our sales channel uses their websites, social media, email and other local and regional marketing to further the reach of Landscape Structures messages.</p>
34	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>Our view of Sourcewell's role in promoting an awarded contract is a collaborative one. As we have done in the past, we would request that Sourcewell staff participate in webinars and live meetings with our rep network. We would also continue to ask for assistance with specific agencies when needed. We want to be included in Sourcewell's marketing efforts among other contract holders to bring depth and strength to the program. We also appreciate Sourcewell's participation in conferences specific to our industry such as NRPA. We will continue to collaborate with Sourcewell on new marketing opportunities. Sourcewell is already integrated into our sales process with many of our sales reps leading with Sourcewell as their primary contract vehicle. Our sales leaders would continue to educate and promote the Sourcewell contract to new and existing sales reps. We will update the current Sourcewell specific marketing to further encourage use of the contract.</p>
35	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>No. Due to the unique nature of designing play structures and playground environments to meet individual customer needs and comply with government regulations (CPSC, ASTM, ADAAG) applicable to public playgrounds, it is not feasible to provide online ordering. To date, governmental and educational customers have not expressed any interest in purchasing our products and/or services in this manner.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Landscape Structures offers many education and training sessions free of charge. "Playground Safety and Maintenance – Keeping Your Playground Safe and Compliant" is one of the topics provided in our Learning Academy program. Other topics offered are: Designing Natural Play Environments; Inclusive Play; Designing Fitness-Focused Playgrounds. The Landscape Structures Learning Academy provides opportunities to customers to earn CEUs (Continuing Education Units - Park and Recreation) or PDHs (Professional Development Hours - Landscape Architects) and gain valuable information they can use in their everyday work. Landscape Structures is an Authorized Provider by the International Association for Continuing Education and Training (IACET). In obtaining this approval, Landscape Structures has demonstrated that it complies with the ANSI/IACET Standards, which are widely recognized as standards of good practice internationally. As a result of our Authorized Provider status, Landscape Structures is authorized to offer IACET CEUs for its programs that qualify under the ANSI/IACET Standards. IACET is the organization NRPA uses for accreditation. All trainings provided are optional. The trainings are a regular practice at Landscape Structures and available to all Sourcewell members, either in person or online. See attached Learning Academy brochure for more information on courses offered or visit our website at <a href="https://www.playlsi.com/en/playground-planning-tools/education/continuing-education-seminars/">https://www.playlsi.com/en/playground-planning-tools/education/continuing-education-seminars/</a>
37	Describe any technological advances that your proposed products or services offer.	Landscape Structures invests heavily in the latest equipment and training to ensure the highest quality play equipment is provided to our customers. Our product development team of 25 professionals is the largest among U.S. based playground manufacturers. Our annual spend on technology exceeds \$4.5M. We implement the latest technology in our manufacturing processes in order for us to improve our service levels and expand our product offering. One example is DigiFuse® technology, which provides vivid, full-color, photo-realistic graphics to create one-of-a-kind playground designs. Images are fused onto metal panels using a proprietary process to create engaging graphical elements for the optimal combination of beauty, durability and play value. We continue to invest in new capabilities that enhance our innovation and allow us to lead the market. To see more of our capabilities, see attached brochures: DigiFuse Inspirations, Concrete Solutions and Custom Playgrounds.
38	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>Landscape Structures has a long-standing history of environmental awareness. Through our more than 75,000 playgrounds worldwide, we've helped create healthy kids and a sustainable world. Long before it was fashionable, Landscape Structures built a culture of sustainability, designing products that keep kids active, while going far beyond what was required to protect the environment during manufacturing processes.</p> <p>In fact, we began putting formal environmental processes in place more than 20 years ago, and Landscape Structures received its certification to the ISO 14001 environmental standard more than a decade ago. We are the first playground manufacturer in North America to receive that certification of environmental responsibility.</p> <p>Landscape Structures has been recognized as a Minnesota Waste Wise Leader for its outstanding waste reduction and recycling efforts.</p> <p>We partner with American Forests to plant trees to offset the carbon produced during the manufacturing of every play structure we sell, supporting the planting of more than 350,000 trees since 2010.</p> <p>In 2008, we received the Tekne Green Award for our commitment to sustainability. Landscape Structures believes in and practices building environmentally preferable playground products through one-playground flow manufacturing.</p> <p>"The foremost environmental protection is to design and produce products that last and perform for a very long time." -Steve King, Cofounder and Chairman, Landscape Structures Design</p> <ul style="list-style-type: none"> <li>• Each person involved in the design and production of our play structures is an owner of the company, and quality and environmental stewardship are integral parts of our culture</li> <li>• Evos® playsystem: No PVC and provides a 30 percent smaller carbon footprint than traditional play structures</li> <li>• Weevos® playsystem: Offers a 17 percent smaller carbon footprint and is 100 percent recyclable at the end of its life.</li> <li>• Recycled Permalene® panels offer post-consumer recycled content of 73 percent.</li> </ul> <p><b>Manufacturing</b></p> <ul style="list-style-type: none"> <li>• Green Boards track the environmental aspects and impacts of each stage of production and document improvements made to reduce these impacts</li> <li>• Steel and aluminum arrive cut to length to eliminate waste</li> <li>• High-efficiency light fixtures reduce energy use</li> <li>• Recapture and use heat energy from curing oven</li> <li>• Industry-leading recycling rates for all manufacturing waste</li> </ul> <p><b>Packaging</b></p> <ul style="list-style-type: none"> <li>• Individualized, custom installation documents – no wasted pages</li> <li>• Automated wrapping to reduce waste</li> <li>• Most packaging materials are recyclable and are provided with recycling instructions</li> </ul> <p><b>Transportation</b></p> <ul style="list-style-type: none"> <li>• Whenever possible, playground equipment shipments are pooled to conserve the use of fossil fuels and limit the production of greenhouse gases</li> </ul>

39	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.	NA - Landscape Structures does not currently have any third-party eco-labels or certifications in this category.	*
40	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.	Landscape Structures is neither a woman-owned business nor a certified small business entity. We do utilize several woman-owned, minority-owned and/or small businesses through our supplier network, sales distribution channel and subcontractors. Our 100% ESOP owned company by definition cannot qualify for certification as a WMBE.	*
41	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>We are particularly proud of our continuous improvement culture at Landscape Structures. This way of doing business measures the quality of our equipment and our total customer experience. "Cool Journey", our formal continuous improvement program, started in the Fall of 1999 and has dramatically improved our lead times, efficiencies and organizational effectiveness. Even though our standard lead time is two (2) weeks on standard products, our "lean" manufacturing practices and one order flow enables us to consistently manufacture an entire order within two days. The two-week lead time is set so that demand on production can be spread out or smoothed.</p> <p>Through our Kaizen events and daily improvement efforts, we have tackled thousands of issues throughout the company; from significantly improving paint line changeover times to decreasing the cost of our annual catalog. In all opportunities, the cross-functional thought and talent of our empowered employee-owners have found innovative solutions to help us run better, faster and smarter.</p> <p>Here is a sample of the improvements we have made that result in providing our customers with a premier experience:</p> <ul style="list-style-type: none"> <li>• Manufacturing lead-time has been reduced from 40 days to 2 days.</li> <li>• Most replacement parts are shipped out within two business days. We have provided replacement parts on product that was installed in the late 1970s. Promptly responding to replacement part requests reduces the amount of time children can't play on the equipment and significantly reduces the chances of a child getting injured. We have maintained on-time, clean deliveries to our customers over 99.4% of the time for nine years running. No other play equipment manufacturer in the world does this.</li> <li>• If a customer contacts us with a challenge, we document it, trend it and drill down to the source to make sure it does not happen again.</li> <li>• Safety – Kaizen activity has focused on safety and ergonomics since the start of 2009. During one event alone we implemented over 50 improvements!</li> </ul> <p>There are many things that distinguish Landscape Structures from our competitors: manufacturing excellence, the highest quality product, and product innovation are a few. Our biggest value to our customers is the total cost of ownership: our product is built to last. We have an unparalleled commitment to Inclusive Play and lead the industry with the movement to create the best play spaces for children of all abilities. We partner with experts and organizations that help us respond to societal issues. Topics such as fighting childhood obesity, bringing nature inspired play opportunities to children, creating multigenerational recreation areas, promoting intense engagement on the playground, exercising the mind and body through innovative play are just a few of the areas we take very seriously. We have capabilities like no other manufacturer to provide custom solutions to playground projects, an emerging trend in our industry. As an ESOP organization, the biggest differentiation Landscape Structures has is our people – a culture of ownership, pride, and continuous improvement.</p>	*

**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 *
42	Do your warranties cover all products, parts, and labor?	Product warranties do not cover labor. If purchased through Landscape Structures, installation will be warranted for one year. See attached manufacturer warranties.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, Landscape Structures warranties do not impose usage restrictions.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. Due to the variables impacting travel time and mileage there is no feasible way to calculate these factors to cover all potential situations. Landscape Structures has playground equipment in both highly populated areas as well as very remote locations.
45	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?	Although a certified technician/installer is not required to replace/install warranty parts on Landscape Structures playground equipment, it is highly recommended. We have a network of certified installers available in all areas of the continental U.S., Alaska and Hawaii. Sourcewell members should contact their local sales representative for assistance with service for warranty repair.
46	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 issues for items made by other manufacturers would be passed on to the applicable equipment manufacturer. However, the bottom line is if the other manufacturer(s) does not support their warranty, Landscape Structures will work with the customer to make it right.
47	What are your proposed exchange and return programs and policies?	As an indication of our commitment to customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20 percent restock fee plus all return freight charges will apply to all product returns.
48	Describe any service contract options for the items included in your proposal.	Maintenance contracts are offered through some of our sales organizations.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are net 30 days from invoice date.
50	Describe any leasing or financing options available for use by educational or governmental entities.	Landscape Structures partners with NCL Government Capital (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program.  There is no ownership, common ownership, or control between Landscape Structures and NCL or any other leasing company. In addition, Landscape Structures is not incented financially to use NCL or any other leasing company.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	As we have been doing since April 2017, if awarded, all Sourcewell contract orders will be made directly between the customer and Landscape Structures with service provided through our sales network. Orders will be submitted to the corporate office. Once entered and processed, the customer will receive an order acknowledgement listing all the equipment and/or services they are purchasing along with the scheduled ship date of the order. This allows for internal auditing of each purchase order against the requirements of the contract and insures accurate quarterly reporting.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, P-cards are accepted up to \$3,000 at time of order with no additional cost to the customer.

**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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Landscape Structures strives to provide a fair and easily understood pricing model. Therefore, we are proposing a single discount percentage off list price (with a volume discount) on our park and playground equipment and a single discount percentage off list price for our Aquatix product line. Aquatix Mechanicals and Design Services and all ancillary products and services are priced on a guaranteed not to exceed model. A complete price list showing list price is attached. Price list includes unique model numbers for all products offered.</p> <p>Since its inception, Landscape Structures goal has been to provide the highest quality and innovative products and services at a fair price while providing exceptional value. Even though value is defined differently by each customer, Landscape Structures strives to attract and retain customers that define it with characteristics such as durability, great service, working with a manufacturer that “does the right thing” irrespective of the wording of the warranty, values relationships and gives back to the community. Throughout its history, Landscape Structures has NEVER had a “sale”. Unlike many other manufacturers, we don’t inventory finished product so “excess inventory” does not drive our spring or fall pricing. We do not offer “Grant” programs that are merely disguised discounts. We do not utilize a retail pricing model whereby the product is priced above market and offered at a significant “discount” to entice potential buyers to act so they can take advantage of the limited time “discount”. Our contract discounts are not intended to be recovered through higher markups on freight, installation or other products and services. When we became frustrated with competitors offering a “lifetime” warranty that included small print restrictions essentially reducing the warranty period to a few years, Landscape Structures began offering a warranty defined in years. The 100-year warranty on certain items seen today originated from this clarification.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Landscape Structures is proposing a six (6) percent discount off list price on Landscape Structures play and shade equipment.</p> <p>We are proposing a five (5) percent discount off list price on Aquatix® by Landscape Structures products.</p> <p>Mechanical and Design Services provided by Aquatix are priced on a line item basis.</p>
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>An additional two (2) percent discount off list price on Landscape Structures play and shade equipment is offered for orders exceeding \$80,000 in equipment (total discount of eight (8) percent). No additional discounts are offered for Aquatix.</p> <p>Volume rebate programs will be considered on a case-by-case basis with the Sourcewell member. Landscape Structures would extend that same volume discount program to all Sourcewell members, provided the same or similar volume commitment is given.</p>
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Landscape Structures local sales representatives work closely with individual customers to determine their unique playground project needs. Once the needs are identified, the sales representative works with local suppliers to propose applicable sourced products/equipment and services to provide a turn-key project.</p> <p>Installation services offered through our certified installer network is provided on a “not to exceed” percentage of list price of Landscape Structures equipment on a state-by-state basis. Sourced product/equipment and related services will be quoted on a cost-plus basis not to exceed a 25% margin. Landscape Structures custom products are quoted on a per project basis and receive the same discount applied to our standard equipment. Landscape Structures PebbleFlex® and AquaFlex® surfacing systems are quoted on a per project basis.</p>

57	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.	Bonding is not included in pricing. If bonding is required, the cost is 3% of the purchase order total payable to Landscape Structures.  Also excluded are installation services, site preparation, unloading of equipment upon delivery, safety audits and inspections. All of these services can be contracted through Landscape Structures and they will be provided by qualified independent, third party vendors/contractors.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	To best serve our customers and provide them the best price for shipping, Landscape Structures provides freight FOB Destination, Pre-paid and Added. Freight is calculated on the entire order (not per component) and quoted based on negotiated shipping rates. Custom freight quotes are requested on orders which contain over-sized components that have been identified by our shipping department  Once Landscape Structures receives an order, the product is entered in the computerized scheduling system. Based on the product ordered, a ship date is scheduled. Every order generates a Sales Order Acknowledgement detailing to the customer what they ordered. The Scheduled Ship Date is included on this acknowledgement, which is mailed and/or emailed directly to the customer. If there are any conflicts with the shipping schedule, the customer works with their local sales representative to coordinate any adjustments.  Landscape Structures has a 99.8 percent on-time shipping rate. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution for the customer. Possible options include but are not limited to splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order at a later date agreed upon by the customer and possibly expediting the shipment to meet the customer's requirements.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping, delivery, exchange and return programs for Alaska, Hawaii and other offshore orders are treated in the same manner as orders shipping to the continental United States with the exception of ocean freight. On ocean freight shipments, the maintenance kit, which contains touch-up paint cannot be shipped with the product, so it is shipped via air freight.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Landscape Structures prides itself on how it packages its products. We go to great lengths to ensure the product is delivered to the site undamaged. Landscape Structures will work with individual customers to accommodate any special shipping requirements. Individually marked hardware packets create efficiency for installation and accuracy of contents.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell.	<p>All Sourcewell customer orders will be directly invoiced by Landscape Structures. As orders are received and submitted into our order processing system, they will be flagged as Sourcewell contract orders. A daily report is generated alerting our Contract Administrator of all contract orders keyed the previous day. This contract coding is also the basis for all quarterly reporting and administrative fee payments.</p> <p>All discounts on orders require a discount code which provides another checkpoint to ensure the order has received pricing in compliance with the contract. The Sourcewell discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing.</p> <p>All order keyers and accounting personnel are trained to review orders for contract compliance.</p> <p>Landscape Structures shares the responsibility for the contract discount with the local sales representative. If they fail to submit the order correctly, they do not receive Landscape Structures' share of the discount and must cover the entire amount themselves. This provides a monetary incentive for the sales representative to submit the order with the correct contract information.</p> <p>As an approved supplier on the Sourcewell contract for the past 3-½ years, we are unaware of any instances of non-compliance with the contract. We have incorporated the necessary controls to ensure compliance.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.)	Landscape Structures is respectfully proposing consideration of a 1.5% administrative fee on the net sales price of all products and services (excluding freight, bonding fees and taxes). Even though we believe the current 2% fee is not a major deterrent, internally marketing the lower fee to our sales channel will make the Sourcewell contract that much more attractive for them to promote over other contracts in our portfolio.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Landscape Structures is offering a turn-key solution to the marketplace need for playground and recreation-related equipment, accessories and supplies.</p> <p>Landscape Structures offers a full product suite that includes standard and custom playground equipment, freestanding play, shade, surfacing, sports &amp; fitness equipment, site furnishings and splashpads. Turnkey services are offered to include design and site consultation, installation and site construction services.</p> <p>To complement and enhance park and playground projects, we can provide turn-key solutions through our partnerships to include, but are not limited to, installation, site work (i.e., grading, concrete walkways, landscaping, drainage solutions), shelters, site amenities, waterplay, and independent safety audits. These are sourced products and services.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Playgrounds Recreation Shade Playground surfacing Outdoor exercise equipment Site amenities or furnishings such as picnic tables, benches and trash receptacles Aquatic solutions and splash pads</p>

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

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

Line Item	Category or Type	Offered *	Comments
66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Landscape Structures' products include playground equipment for all ages and abilities.</p> <p>Children ages 6 to 23 months are gaining strength, stability and motor skills, along with a host of other physical and cognitive skills.</p> <p>At ages 2 to 5, children are developing physical play and are thinking more creatively. We have many playground designs that offer age-appropriate play to test their motor skills, strength, agility and more. Equipment includes Weevos®, arches with no prescribed entry points; PlayShaper®, playgrounds scaled for preschoolers and PlaySense® and Smart Play®, preconfigured toddler playgrounds</p> <p>Our PlayShaper®, Smart Play®, Weevos®, PlaySense® and Smart Play® playsystems support physical and cognitive development by following standard learning curricula for infants, toddlers and preschoolers. They're also designed to meet the unique safety needs of these age groups</p> <p>Kids ages 5 to 12 need physical and mental challenges while they play. Our commercial playground equipment for 5- to 12-year-olds help them develop balance, coordination, muscle endurance, problem-solving skills, social skills and much more. Equipment includes Evos®, gyroscopic-shaped playground equipment; PlayBooster®, our gold standard in playground design, and PlaySense® and Smart Play®, preconfigured playgrounds</p> <p>Kids 13+ love to stay active through play. We offer a wide variety of playground activities that meet the needs of this group to keep them engaged and challenged. From challenging net climbers to outdoor fitness products, you'll find choices that this hard-to-please age group will love.</p> <p>Site Amenities and Furnishings include shade structures, picnic tables, benches, trash receptacles and more—all designed to coordinate with your playground. Choose from our, Nature-Inspired Collection, Vivid Collection and more. The right pieces will create a clean, safe and welcoming spot for the whole community.</p>

<p>67</p>	<p>Water play and aquatic recreational structures and equipment.</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<p>With nearly 35 years of water experience, Aquatix (formerly Aquatic Recreation Company) is a leader in water feature, splash park, and spray park design, fabrication and construction. Pioneering integrated recirculation systems, the company provides a sustainable solution that empowers hours of innovative activity without water consumption limits, and the only manufacturer to offer a completely UL Listed system.</p> <p>By joining forces with leading playground equipment manufacturer Landscape Structures, Aquatix applies the ground-breaking design and innovation they are known for to the creation of imaginative new water experiences. Both Aquatix and Landscape Structures lead the way in forward thinking design, leadership in the industry, and all-around play knowledge.</p> <p>Designed and engineered in-house, Aquatix focuses on creating interactive water park and splash pad products that encourage kids to experience water in novel ways. From aim-and-sprays to dumping buckets, ground sprays and much more, our water products provide an inclusive, sensory-rich play experience in water for children of all ages and abilities. Aquatix products meet or exceed ADA standards of accessibility for inclusive water play. Recycled materials and earth conscious manufacturing practices make Aquatix a leader in sustainability in aqua play products. Even more, Aquatix offers versatility by being a water play design and engineering company that uses stainless steel, fiberglass, and GFRC materials.</p>
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68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Landscape Structures surfacing options include PebbleFlex® 2.0, a Landscape Structures product provided by Surface America, which combines the benefits of design, technology and safety into one revolutionary, high-performance breakthrough surfacing solution and AquaFlex® Porous Water Play and Pool Surfacing - Surfacing Solutions for Outdoor Water Play Areas.</p> <p>AquaFlex® Porous, a Landscape Structures product provided by Surface America, is the most common application for outdoor water play environments, such as municipal water play areas, splash pads and pool decks, as it allows water to penetrate through the surface. Even more, it helps evacuate water off the surface to allow for better traction.</p> <p>Landscape Structures combines the benefits of design, technology and safety into a revolutionary, high-performance breakthrough surfacing solution. AquaFlex® is the best surfacing option for your water play and pool deck needs.</p>
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Landscape Structures, and our local sales channel, partners with manufacturer-certified playground installers and local contractors to provide installation services and other site work related to your playground project to provide turn-key solutions. These relationships mean the customer receives the benefit of best pricing available.</p>

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Landscape Structures' sales leadership team uses Power BI to obtain current information on contract usage. The finance team also provides quarterly and annual contract usage reports to the executive and sales leadership teams. All contract sales are coded for easy data retrieval. Reporting shows how the contract is doing against company sales by month, quarter and against previous years. It provides sales data segmented geographically and by sales organization. In addition, it provides a comprehensive list of sales by order size and repeat customers. This reporting allows us to see where the contract is strongest and areas across the country that our sales leadership team can focus on to increase usage of the Sourcewell contract.</p>
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>We believe good design matters. Whether realized or not, design affects our perceptions and experiences. Our environment influences how we engage, learn and develop.</p> <p>A playground is a social space, and every child is different. We design with these differences in mind, in ways that respect and honor each pathway, while offering fun and exciting new challenges. There's nothing better than seeing a child's curiosity rewarded with the joy of discovery.</p> <p>Safety is Our Top Priority. Kids are always finding new and inventive—but not necessarily safe—ways to play on or around playground equipment. And while they may scrape an elbow or bruise a shin, it's important to take steps to eliminate the risk of more serious mishaps. We make playground safety a top priority at Landscape Structures, and we'll help keep kids safe with our age-appropriate products, safety surfacing and shade systems. We certify our products comply with standards to help keep your kids safe while they play.</p>

Landscape Structures has been actively involved with ASTM International (formerly American Society for Testing and Materials) in the development and on-going updates to ASTM F1487 (Standard Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufacturers Association (IPEMA).

All standard products covered under the scope of the Standard in our 2020 (and upcoming 2021) Playground Catalog have been tested and certified to be in compliance with the requirements of the ASTM F1487-17 Safety Standard, except where noted. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify product certification, visit [www.ipema.org](http://www.ipema.org).

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010, with the exception of Rhapsody Outdoor Musical Instruments. Most of our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

The company has had continuous certification to the quality standard, ISO 9001, since 1996 and to the environmental standard, ISO 14001, since 1998. The pursuit of ISO certification helped Landscape Structures establish its quality management systems and establish the infrastructure for continued growth.

Landscape Structures received our ISO 9001 certification in 1996 and were the first U.S. commercial playground equipment manufacturer to achieve this standard. In 1998, we were certified to ISO 14001 as the first U.S. playground equipment manufacturer and seventh company in the state of Minnesota to achieve the highest standard for conservation and recycling process. We comply with the latest versions of both the 9001 and 14001 standards for both our play and shade divisions.

What this means is that you can purchase park and playground equipment from us with confidence because we have processes in place to manufacture a quality product while being conscious of how we are impacting the environment.

We offer a playground safety program to help teach elementary school students the importance of safe play. The program, featuring the Super Safety Team, Guardians of the Playground, contains practical tools for schools.

In addition, Landscape Structures has developed and made available Continuing Education Sessions approved by both the International Association for Continuous Education and Training (IACET) and the Landscape Architecture Continuing Education System™ (LA CES). Sessions related to safety include the following:

- Maintaining Safe Play Environments
- Play it Cool: Have Fun in the Sun with Shade
- Designing a Safe Spray Park

Inclusive Play Allows Children of All Abilities to Grow Together. We believe all kids are created equal. That's why we create play environments using inclusive playground equipment that welcome kids and families of all abilities to learn, play and grow together.

Inclusive Play Design Philosophy: Our inclusive playground designs promote A Higher Level of Inclusive Play® by addressing accessibility, age and developmental appropriateness and sensory-stimulating activity.

Our team of designers follows the Seven Principles of Universal Design to create a playground that best fits the needs of those in your community:

1. Equitable Use. The design is useful to people with diverse abilities.
2. Flexibility in Use. The design accommodates a wide range of individual preferences and abilities.
3. Simple and Intuitive Use. Use of the design is easy to understand regardless of the user's experience, knowledge, language skills or current concentration level.
4. Perceptible Information. The design communicates necessary information effectively to the user regardless of ambient conditions or the user's sensory abilities.
5. Tolerance for Error. The design minimizes hazards and the adverse consequences of accidental or unintended actions.
6. Low Physical Effort. The design can be used efficiently and comfortably.
7. Size and Space for Approach and Use. Appropriate size and space are provided for approach, reach, manipulation and use regardless of user's body size, posture or mobility.

Universal Design is a framework for the design of environments, products, buildings, ideas and more with the express goal that they be usable by the widest range of abilities. This framework influences our Inclusive Play Design Philosophy to ultimately increase access, safety, comfort and social participation within our play environments.

		<p>To help achieve our goals, Landscape Structures works with the following partners because we believe in what they are doing to create equity through play. Giving all children the opportunity to play together teaches them about their differences and their commonalities, thus eliminating bias.</p> <ul style="list-style-type: none"> <li>• Sensory Processing Disorder (SPD) Foundation and STAR Center</li> <li>• Inclusion Matters® by Shane's Inspiration</li> <li>• The Miracle League®</li> </ul> <p>To learn more about our Inclusive Play Partners, visit our website at <a href="https://www.playlsi.com/en/playground-design-ideas/inclusive-play/partnerships/">https://www.playlsi.com/en/playground-design-ideas/inclusive-play/partnerships/</a></p>
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	<p>Landscape Structures' Design Philosophy: Creating Space for Future Leaders</p> <p>We believe Design Matters. Play Matters More.®</p> <p>For us, design refers to what a play structure looks like as much as it does to the play value built into it. We simply cannot design one without the other.</p> <p>And for one good reason: Play value is what creates return visitors. That's why Landscape Structures designs play environments to be newly fresh and exciting upon every visit. Children enjoy a hive of activity that sparks the imagination, facilitates discovery and lends itself to new adventure.</p> <p>Integrated play opportunities ensure that there are always multiple options for a child's next move. Inclusive play spaces encourage children of all abilities to play alongside one another.</p> <p>And so we ask ourselves: Is it extremely fun? Once a playground has captured a child's attention, does it hold their attention better than a video game? Does it cause them to return on a regular basis? Do they bypass other playgrounds to get to it? Does it imprint itself upon their memory and become part of their childhood story?</p> <p>When those answers are yes, a destination playground has become a legend. By design.</p> <p>A Customized Experience – No company has more design talent, material options, advanced manufacturing capabilities or can provide more guidance to bring a unique destination to life. We learn about goals and vision, and work collaboratively to make it real.</p> <p>Whether a distinctive landscape, historical homage, custom fantasy or abstract wonderland, our design inspiration can jumpstart imagination. We strive to build something iconic together that will engage communities for decades.</p> <p>Landscape Structures has a long history of innovation and custom offerings. With our concrete operations, shade/heavy play capabilities as well as our basic manufacturing operations we have the ability to design and build almost anything our customers can imagine. We have a dedicated team of Custom Engineers and Custom Designers whose dedicated purpose is to design what the customer has envisioned. Whether the request is something as simple as adding a school logo or school colors to the play structure, creating a unique signage or as comprehensive as creating a completely unique themed playground we have the staff in place to make dreams come true.</p>

73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	<p>ISO: Landscape Structures is certified to the latest versions of both the 9001 and 14001 standards for both our play and shade divisions:</p> <ul style="list-style-type: none"> <li>• ISO 9001:2015 standard has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality</li> <li>• ISO 14001:2015 standard drives us toward operating in a manner that is environmentally conscious</li> </ul> <p>AISC - Certified Fabricator: Our SkyWays® shade products are certified to the American Institute of Steel Construction (AISC), which demonstrates our commitment to building in quality from the beginning. By complying with the rigorous standards established by the most recognized national quality certification program for the structural steel industry, you can feel confident about the superior quality of our shade products.</p> <p>The Consumer Product Safety Commission (CPSC) is a governmental organization that provides technical safety guidelines for designing, constructing, operating and maintaining public playgrounds. It is our opinion we conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010 with noted exceptions.</p> <p>Additionally, we meet or exceed the CPSC's Consumer Products Safety Improvement Act (CPSIA) of 2008. The CPSIA specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare products.</p> <p>CSA Group: Nearly all of our playground and park equipment is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA.</p> <p>IACET: We are approved as an Authorized Provider of continuing education and training by the International Association for Continuing Education and Training (IACET).</p> <p>IPEMA: We're proud to be a founding member of the International Play Equipment Manufacturers Association (IPEMA™), a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment. In the interest of public safety, IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services, administered by TÜV SÜD America, validate our certification of conformance to the standards referenced below.</p> <ul style="list-style-type: none"> <li>• ASTM F1487-11, excluding sections 7.1.1, 10 and 12.6.1 - Standard Consumer Safety Performance Specification for Playground Equipment for Public use</li> <li>• CAN/CSA-Z614-07 excluding clauses 9.8, 10, and 11 - Children's Playspaces and Equipment</li> </ul> <p>Most of our playstructures are also designed to comply with the 2010 ADA Standard for Accessible Design.</p>
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**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		NO EXCEPTIONS REQUESTED

## Proposer's Affidavit

### **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:
  - a. 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>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  - c. 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. - Elaine Harkess, Contract Administrator, Landscape Structures 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
<b>Addendum 6_Playground_Water_Play_Equipment_RFP_010521</b> Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 5_Playground_Water_Play_Equipment_RFP_010521</b> Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 4_Playground_Water_Play_Equipment_RFP_010521</b> Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 3_Playground_Water_Play_Equipment_RFP_010521</b> Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 2_Playground_Water_Play_Equipment_RFP_010521</b> Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
<b>Addendum 1_Playground_Water_Play_Equipment_RFP_010521</b> Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2



Laurel Park - 2-5 playground

1189821-01-01 • 9.19.2024





Welcome



Laurel Park - 2-5 playground

1189821-01-01 • 9.19.2024



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landscape  
structures

Laurel Park - 2-5 playground

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playground  
creations  
a division of ADI

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## AGENDA ITEM

### Consent Agenda

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**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 558/2024

**SUBJECT:** Approve the award of Task Order #2025-021 Laurel Park Trail Improvements for Parks & Leisure Services to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$349,993.83.

---

#### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

#### Executive Summary:

**Presenter:** BH  
**Recommendation:** Approve.

**Purpose of Request:** Approve the award of Task Order #2025-021 Laurel Park Trail Improvements for Parks & Leisure Services to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$349,993.83.

**History:** The current asphalt walking trail is eroding because of its age.

**Facts and Issues:** Remove the existing asphalt walking trail at Laurel Park, haul away materials, and construct a new concrete trail, approximately 5,100 linear feet.

#### Options:

<b>Funding Requested</b>	\$ 349,993.83
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Parks Marina Fund
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

**Approvals:**

<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
MH	BH	BH	AY
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
JM	TS	WLI	CR
<b>Clerk</b>			
JR			

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**Attachments:**

- Financial Supplement
- Bid Tab
- Task Order
- Addendum 1



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

**AGENDA ITEM 558/2024**

**Funds Requested:** \$ 349,993.83

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Parks Marina Fund

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2025	201-PARKS MARINA FUND	6180-PARKS MARINA	541400- INFRASTRUCTURE	\$349,993.83

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BH

**Phone:** (678) 997-5823

<b>TO#: 2025-021</b>			<b>Chattahoochee Group, Inc.</b>	<b>Multiplex, LLC</b>
<b>Laurel Park Trail Improvements</b>				
			<b>Price</b>	<b>Price</b>
	<b>Concrete Option</b>		<b>\$ 349,993.83</b>	<b>\$ 483,000.00</b>
	<b>Asphalt Option</b>		<b>\$ 286,390.55</b>	<b>N/A</b>





Hall County Government  
FINANCIAL SERVICES

# Task Order #2025-021

## Laurel Park Trail Improvements

Demand Services for On-Call Concrete Services - Contract # 41-002

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Taylor Samples, CPA

### PROJECT DESCRIPTION

Hall County, Georgia's Parks & Leisure Department is requesting Task Order bids for the Laurel Park Trail Improvements.

Task Order bids must be received or emailed by Thursday, October 3, 2024, on the 4<sup>th</sup> floor of the Hall County Government Center, located at 2875 Browns Bridge, Gainesville, GA 30504 by 2:00 P.M. Email bids to [mhawkins@hallcounty.org](mailto:mhawkins@hallcounty.org).

### SCHEDULE OF EVENTS

**Release Date:** 08/29/2024

**MANDATORY Site Visit:** Tuesday, September 17, 2024 – 10:00 A.M.

Laurel Park (See the attached map for exact meeting location).

**Bidder Questions Due Date:** 09/24/2024

**Response to Bidder Questions Due Date:** 09/30/2024

**Bid Due Date:** Thursday, October 3, 2024, by 2:00 P.M.

### SCOPE OF WORK

Remove the existing asphalt walking trail at Laurel Park and replace it with a new concrete trail.

#### Location of Work

All work is to be performed within the limits of the Laurel Park property. The proposal response should assume no property or right-of-way is to be acquired.

Erosion & Sedimentation - Erosion control measures will need to be in place before and throughout the end of completion of work. The awarded contractor shall be responsible for developing, permitting, installing and monitoring erosion control measures through Hall County, consistent with state and county requirements. The E&S plan and sequence of work should bear in mind the existing improvements in the park, to avoid damage/Contractor replacement.

Demo and prep -- Mill out 2" from the existing asphalt trail and haul away spoils. Recompact the existing base to prep for new concrete.

Sidewalk material – A concrete multi-use path consisting of 4" deep 3,000 PSI with wire mesh on chairs, is to be placed on the re-compacted base, which is

clear of roots. Hand troweled joints shall be at 12 to 16 feet spacing with broom finish surface and four-side frame surrounds on each panel. Alternate equivalents or decorative accents or transitions may be proposed. The trail is approximately 5,100 total square feet.

Condition at Turnover

As part of the overall Scope of Work, the Technical Proposal needs to describe the respondent's typical actions and procedures in conjunction with completing work and preparing site work projects for turnover to the County.

Bid Lump Sum Amount \$ 349,993.83

Note: see attached proposal for asphalt option and more details.

Sign below and return to [mhawkins@hallcounty.org](mailto:mhawkins@hallcounty.org)

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written, Bidder must print the full legal company name and d/b/a as it appears on the W-9 form below:

Print Company's Full Legal Name Below:

Chattahoochee Group, Inc.

HALL COUNTY, GEORGIA

D/B/A \_\_\_\_\_

By: Megan Thomas

Print Name: Megan Thomas

Title: Owner/CFO

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

Richard Higgins, Chairman

Hall County Board of Commissioners

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

Sworn to and subscribed before me this

Attestation: \_\_\_\_\_

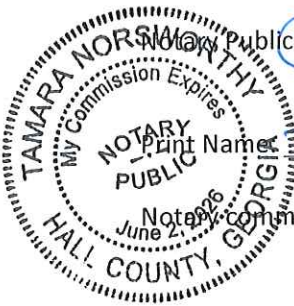
Commission Clerk

3 Day of October, 2024.

Notary Public: Tamara Norsworthy

Print Name: Tamara Norsworthy

Notary commission expires: 6/2/26





# Proposal

10/3/2024

## Hall County

**Job Description:** Task Order #2025-021

Demolition and repaving 5,100 LF of Laurel Park walking trail

**Chattahoochee Group, Inc. proposes this estimated proposal (providing all material, equipment and labor) to perform the following scope:**

- 1- Erosion control measures will be installed throughout the entire scope prior to demolition. These measures will comply with all state and county requirements.
- 2- Demolition and removal of the existing trail to include the removal of roots and other materials that may affect the the finished product. Recompact existing base for concrete or the asphalt alternative.
- 3- Form and pour back 40,800 SF of 4", 3,000 psi concrete on welded wire mesh with hand troweled joints every 12-16 feet.
- 4- OR, repave 40,800 SF with 2 inches of 9.5mm asphalt mix
- 5- Restabilization of all affected areas.

**Concrete Option (Also on Bid Form)**

**\$349,993.83**

**Asphalt Option**

**\$286,390.55**

**Notes:**

Includes Addendum 1 dated 9/30/24

*General Conditions (Inclusions):*

- Price includes all material to complete proposed items
- Price includes all costs associated with necessary equipment need to complete above-described scope
- Price includes all taxes and fees for material used

*General Conditions (Exclusions):*

- Any costs associated with permitting (if needed)
- Anything not specifically included considered excluded
- Third party inspections



# Proposal

.....**CONDITIONS**.....

1. The contractor is amply protected with workmen's compensation, public liability and property damage insurance in connection with all work executive by it on the owner's premises and assumes all risks incident to the work done by it provided for in such insurance.
2. The contractor shall not be responsible for damage or delay resulting from acts of God, riots, civil commissions or disorders, delays or defaults by carriers or inherent defects in premises on which work is to be done; strikes, fires, accidents, storms, or other causes beyond its reasonable control.
3. If owner should default in the payment of any installment due under this contract and such default continues for a period of 30 days, contractor shall charge owner's account with a delinquency charge for the installment in default at the rate of 1% per month (12% per year). Also, if such payment so in default is referred to an attorney for collection, owner agrees to pay reasonable attorney's fees upon the collection of the amount due, plus all court costs.
4. This agreement shall become binding only when signed by the contractor's manager or upon the contractor's commencing actual work. Upon such acceptance or commencement, the agreement shall constitute the entire contract and be binding upon the parties hereto.
5. No verbal or other understanding other than indicated hereon shall be binding on the contractor.
6. The individual signing below personally guarantees payment of invoices and any other charges incurred under this account including legal or attorney's fees; attest financial responsibility, ability and willingness to pay our invoices

Accepted \_\_\_\_\_ Contractor: \_\_\_\_\_

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



Hall County Government  
FINANCIAL SERVICES

Task Order

# ADDENDUM# 1

## TO#: 2025-021

September 30, 2024

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270

DIRECTOR  
**Taylor Samples, CPA, MBA**

For the provision of

## LAUREL PARK TRAIL IMPROVEMENTS

A mandatory pre-bid meeting was held at Laurel Park on September 17, 2024 at 10:00 A.M. (EST). The following people were in attendance:

Brent Holloway – Director, Hall County Parks & Community Services

Brandon Smith - Assistant Director, Hall County Parks & Community Services

Mike Hawkins – Buyer, Hall County

Madeline Layson – Multiplex, LLC

Mark Gravitt – Chattahoochee Group

Brent Holloway noted that there are some areas where tree roots might be an issue and that the bridge has been completed internally. He also stated that no approvals from the Corps of Engineers, nor Washington D.C. will be needed for this project. He would like the quotes to include the demolition of the current trail and replacement with either concrete (preferred), or a suitable replacement. The trail should be (6) to (8) feet wide and a uniform width for the entire length of the trail.

The following questions were asked, and the answers follow:

Q – What is the length of the trail?

A – Approximately (1) mile.

Q – What kind of access will there be for demolition and construction of the trail?

A – No concrete trucks will be allowed. All materials will need to be transported via conveyance.

Q – What will the PSI need to be?

A – 3,000 PSI.

Q – The task order states the trail is approximately 5,100 total square feet which at 8' wide would only equate to around an 8<sup>th</sup> of a mile. Was this supposed to be stated as approximately 5,100 linear feet, as that would be approximately a mile?

A – Yes, that's correct. That should be stated as "approximately 5,100 linear feet."

Q - In the scope of work, it states that for the demolition, they want to "Mill out 2" of existing." Do you indeed want it "Milled" out?

A – Yes, we would need the 2 inches taken out.

Mike Hawkins  
Issuing Officer



## AGENDA ITEM

### Consent Agenda

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**REPORT TO:** Work Session (10/21/24)  
**REPORT TO:** Voting Meeting (10/24/24)  
**ITEM NO:** 559/2024  
**SUBJECT:** Approve the annual contract for Everbridge Mass Notification Alert System for Emergency Management to Everbridge, Inc. of Pasadena, CA, in the amount of \$64,914.71.

---

#### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

#### Executive Summary:

**Presenter:** JB  
**Recommendation:** Approval

**Purpose of Request:** Approve the annual contract for Everbridge Mass Notification Alert System for Emergency Management to Everbridge, Inc. of Pasadena, CA, in the amount of \$64,914.71.

**History:** Everbridge has been a vendor in good standing with Hall County since 2012.

**Facts and Issues:** This notification system is on GSA (Federal Government Contract) and Hall County is allowed to use the contract. This system is used for mass notification of County citizens and employees in the event of inclement weather or other major events that may negatively impact the community.

#### Options:

The GSA Contract No. 47QTCA24D0083 is valid until 04/18/2029. Everbridge, LLC provides this product licensure as a contract via GSA Contract.

**Funding Requested** \$ 64,914.71  
**Are funds within current budget?** Yes  
**Source of Funds** Emergency 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?**

2024-12-01

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>	<b>Budget</b>
ZB	ZB	AY	JM
<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
TS	WLI	CR	JR

---

**Attachments:**

Financial Supplement

Everbridge Renewal Quote

GSA Contract #47QTCA24D0083





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

**AGENDA ITEM 559/2024**

**Funds Requested:** \$ 64,914.71

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Emergency Services Fund

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2025	271-EMERGENCY SERVICES FUND	3920-EMA	522202-COMPUTER REPAIRS & MAINTENANCE	\$32,457.35
2026	271-EMERGENCY SERVICES FUND	3920-EMA	522202-COMPUTER REPAIRS & MAINTENANCE	\$32,457.35

**Budget Transfer Items:**

**Additional Information/Comments:**

This renewal is a December to December renewal so it will cross two fiscal years.

**Contact for Questions:** ZB

**Phone:** 470-201-0795



155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA

Phone: +1-818-230-9700  
Fax: +1-818-230-9505

everbridge.com

**Prepared for:**

Zach Brackett  
Hall County Emergency Management  
PO Box 907730  
Gainesville GA 30501  
United States  
Ph: 000-000-0000  
Fax:  
Email: zbrackett@hallcounty.org

**Quotation**

**Quote #:** Q-175135  
**Date:** 9/26/2024  
**Expires On:** 11/29/2024  
**Confidential**  
  
**Salesperson:** Dwight Paul  
**Phone:**  
**Email:** dwight.paul@everbridge.com

<b>Contract Summary Information:</b>	
Contract Period:	12 Months
Contract Start Date:	12/14/2024
Contract End Date:	12/13/2025

QTY	Product Code	Description	GSA Classification	Price
453,250	101-00-11-1060-000	Smart Weather Alerting (includes 1 location in base weather subscription) - SW & CB MN Corp 15	GSA Product	USD 103.00
1	101-01-11-1001-000	Everbridge Additional Organization	GSA Product	USD 103.00
453,250	101-11-11-0254-000	Mass Notification Base - TEST 5	GSA Product	USD 64,492.40
453,250	101-99-11-0214-000	Nixle Engage	Open Market	USD 103.00
453,250	101-01-11-1027-000	Everbridge Community Engagement	GSA Product	USD 113.31

**Pricing Summary:**

Year One Fees:	USD 64,914.71
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
<b>Total Year One Fees Due:</b>	<b>USD 64,914.71</b>

**Messaging Credits Summary:**

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	8,500,000	0	8,500,000

**Quote Terms:**

- Quote subject to terms & conditions of GSA Contract No. 47QTCA24D0083 and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
- Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges.
- Subject to sales taxes where applicable.
- The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. 47QTCA24D0083, or the EULA.

**Please, Sign, Date and Return:**

**Signature:**

**Date:**

**Name (Print):**

**Title:**

**Please, Sign, Date and Return:**

**Signature:**

**Date:**

**Name (Print):**

**Title:**

**Everbridge, Inc.**  
**55 North lake Avenue, Suite 900**  
**Pasadena,CA 91101**  
**(818) 230-9700**  
**THANK YOU FOR YOUR BUSINESS!**



**Everbridge, Inc.**  
**GSA Approved End User License Agreement - SaaS**

This End User License Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (“**Client**”), effective on the date of signature by an authorized signatory on the Quote or other ordering document (“**Effective Date**”). Everbridge and Client are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**.”

**1. SERVICES.**

**1.1 Orders.** Everbridge shall provide Client access to its proprietary interactive communication solutions (the “**Solutions**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the “**Quote**”) and the applicable Solution documentation (the “**Documentation**”). If applicable, Everbridge shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the “**Services**”. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

**1.2 Users; Contacts.** “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or an Included Department. “**Included Department**” means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. “**Contacts**” are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

**2. PAYMENT TERMS.** Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. All pricing must be consistent with the Schedule Price List. If Client exceeds any role-based numbers, messaging credits or other usage levels consistent with the Schedule Price list. All Professional Services must be used within 12 months from date of purchase.

**3. RESPONSIBILITIES.**

**3.1 Client Data.** Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions (“**Client Data**”). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

**3.2 Use of Solutions.** Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Client shall be responsible for ensuring that there is a lawful basis for sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on [www.everbridge.com](http://www.everbridge.com). Client shall promptly notify Everbridge of any unauthorized use of any password or account of which Client becomes aware. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Everbridge personnel.

**3.3 Data Privacy.** Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. “**Privacy Laws**” means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

**3.4 Data Security.** Everbridge’s IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon request, Everbridge shall provide Client with a copy of its current SSAE 18 SOC 2 report. Everbridge’s security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST. The data security procedures that Everbridge follows when providing the Solutions are included at the following URL: <https://docs.everbridge.com/cdn/legal/Data-Security-Exhibit.pdf>.

4. **TERM.** The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein.

#### 5. **SUSPENSION.**

5.1 **Suspension.** Everbridge may temporarily suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

#### 6. **PROPRIETARY RIGHTS.**

6.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 **Restrictions.** Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 **Reservation of Rights.** The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "**IP Rights**"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

#### 7. **CONFIDENTIAL INFORMATION.**

7.1 **Definition.** "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 **Protection.** Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.3 **Upon Termination.** Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

## 8. WARRANTIES; DISCLAIMER.

**8.1 Everbridge Warranty.** During the duration of the Term, Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation during the period the Services are purchased. Everbridge shall provide 24X7X365 Client support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards.

**8.2 Disclaimer.** THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 SMS Transmission.** CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

## 9. INDEMNIFICATION.

**9.1 By Everbridge.** Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

**9.2 Indemnification Process.** The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

**10. LIABILITY LIMITS.** To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. Client understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

**11. INSURANCE.** Everbridge will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least \$5,000,000; (ii) Network Technology/Cyber Liability coverage with limits of at least \$5,000,000; and (iii) workers' compensation insurance as required by the state or local law in which the work is performed. Upon request by Client, Everbridge shall provide Client a certificate of insurance evidencing such coverages.

## 12. MISCELLANEOUS.

**12.1 Non-Solicitation.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

**12.2 Force Majeure; Limitations.** See GSA Schedule 70 contract and individual ordering document.

**12.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the Parties.

**12.4 Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Client, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

**12.5 Governing Law.** This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.

**12.6 Notices.** Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

**12.7 No Third-Party Beneficiaries.** There are no third- party beneficiaries to this Agreement.

**12.8 Survival.** Sections 2, 3.1, 6, 7, 9, 10 11, 12 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

**12.9 Equal Employment Opportunity.** Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

**12.10 Export Compliant.** Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

**12.11 U.S. Government End-Users.** The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government Clients and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

**12.12 General.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

EXHIBIT A  
Additional Business Terms

*The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

**If Client Is Ordering Nixle® Products or Community Engagement:**

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, “**Public Communications**”), (b) use and display Client’s trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client’s website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

**If Client Is Ordering Everbridge Suite Products:**

1. **Messaging Credits.** The Solutions include units of usage (“**Messaging Credits**”) for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths (“**Notifications**”). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client’s use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.
2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
  - SMS Text messages:
    - i. For messages that contain only GSM characters, each 153 characters or portion thereof.
    - ii. For messages that contain any non-GSM characters, each 67 characters or portion thereof.
    - iii. GSM characters include only characters in the GSM 7-bit default alphabet.
    - iv. Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
  - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
  - TTY: One minute per TTY message.
  - Fax: Per page transmitted.
3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client’s use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client’s use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.
5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an “AS IS” and “AS AVAILABLE” basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. “**Data Feed**” means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services. Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf>.



6. **Resident Connection Data.** If a Client is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("**Resident Connection Data**") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.

**Non-Emergency Messaging**

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws.

EXHIBIT B  
IPAWS- CMAS/WEA Addendum

*This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

1. **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

## **MULTIPLE AWARD SCHEDULE**

### **Code F – Information Technology**

F04. IT Software Subcategory

**General Services Administration  
Federal Acquisition Service  
Authorized Federal Supply Schedule FSS Price List**

**Special Item Numbers (SINs):**

Special Item No. 511210: Software Licenses

Special Item No. OLM: Order Level Materials



**Everbridge, Inc.**  
**25 Corporate Drive, Suite 400**  
**Burlington, MA 01803-4245**  
**Phone: (888) 366-4911**  
[www.everbridge.com](http://www.everbridge.com)

**Contact for Contract Administration**

Brienne Carpenter  
Phone: (781) 373-9800  
Fax: (818) 230-9505  
Email: [brienne.carpenter@everbridge.com](mailto:brienne.carpenter@everbridge.com)

Business Size: Large Business  
Contract Number: #47QTCA24D0083  
Period Covered by Contract: April 19, 2024 to April 18, 2029  
(Plus three additional 5-year option periods)  
Current through Mod # PO-0001 – Effective on April 19, 2024

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery are available through GSA Advantage!®, a menu-driven database system. The INTERNET address to GSA Advantage! ® is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

For more information on ordering go to the following website: <https://www.gsa.gov/schedules>

Prices Shown Herein are Net (discount deducted)

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## CUSTOMER INFORMATION

1a. Table of awarded special item numbers with appropriate cross-reference to item descriptions and awarded prices:

**SIN 511210 Software License:** Includes both term and perpetual software licenses and maintenance.

**SIN OLM Order Level Materials:** OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs. OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

**GSA Prices with IFF begin on Page 10.**

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.

2. Maximum order: **\$500,000 for SIN 511210 and \$250,000 for SIN OLM**

3. Minimum order: **\$100**

4. Geographic coverage: **Worldwide**

5. Point of production: **USA**

6. Discount from list prices or statement of net price: **The rates contained in this pricelist are net (inclusive of the GSA discount).**

7. Quantity discounts: **None.**

8. Prompt payment terms: **0% Net 30 Days.**

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items: **None**

10a. Time of delivery: **2 Days ARO**

10b. Expedited Delivery: **24 Hours ARO.**

10c. Overnight and 2-day delivery: **Contact contractor regarding overnight delivery.**

10d.Urgent Requirements: **Contact contractor regarding urgent requirements.**

11.F.O.B. Point: **Destination**

12a.Ordering address:

**Everbridge, Inc.  
Attn: Analy Aguilar  
155 North Lake Ave, Ste 900  
Pasadena, CA 91101-1849**

12b.Ordering procedures: **See Federal Acquisition Regulation (FAR) 8.405-3.**

13.Payment address:

**Everbridge Accounts Receivable Department  
PO Box 92506  
Las Vegas, NV 89193-2506**

14.Warranty provision: **The duration of the Term or sixty (60) days after the Effective Date, whichever is longer.**

15.Export packing charges: **Not Applicable**

16.Terms and conditions of rental, maintenance, and repair: **None**

17.Terms and conditions of installation: **If the ordering activity requires customized installation, this service is available for purchase.**

18a.Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: **Not Applicable**

18b.Terms and conditions for any other services: **None**

19.List of service and distribution points:

**Everbridge, Inc.  
25 Corporate Drive, Suite 400  
Burlington, MA 01803-4245**

20.List of participating dealers: **Not Applicable**

21.Preventive maintenance: **Not Applicable**

22.Special attributes such as environmental attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants): **Not Applicable**

23.Unique Entity Identifier (UEI) number: **XCSMWJTSJ7W5**

24. Notification regarding registration in System for Award Management (SAM) database: **Everbridge is registered in SAM and the registration is current. Our CAGE Code is 3PCD2.**

**TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES**  
**(SPECIAL ITEM NUMBER 511210)**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide the Enterprise User License Agreement that has been approved by GSA, if requested.

**3. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (**866-436-4911**) for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available **from 8 AM to 5 PM (PST)**.

**5. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined:

1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support



includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

## **6. PERIODS OF TERM LICENSES**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance are to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance are to be continued during the subsequent period.

## **7. UTILIZATION LIMITATIONS**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer

programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **8. SOFTWARE CONVERSIONS**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## **9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

## **10. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses: Not Applicable.

## **Product Offerings**

Everbridge, Inc. is a global software company that provides enterprise software applications that automate and accelerate an organization's operational response to critical events in order to Keep People Safe and Businesses Running™. During public safety threats such as active shooter situations, terrorist attacks or severe weather conditions, as well as critical business events including IT outages, cyber-attacks or other incidents such as product recalls or supply-chain interruptions, over 5,200 global customers rely on the company's Critical Event Management platform to quickly and reliably aggregate and assess threat data, locate people at risk and responders able to assist, automate the execution of pre-defined communications processes through the secure delivery to over 100 different communication devices, and track progress on executing response plans. The company's platform sent over 3.5 billion messages in 2019, and offers the ability to reach over 550 million people in more than 200 countries and territories. The company's critical communications and enterprise safety applications include Mass Notification, Incident Management, Safety Connection™, IT Alerting, Visual Command Center®, Public Warning, Crisis Management, Community Engagement®, and Secure Messaging, and are easy-to-use and deploy, secure, highly scalable and reliable.

Everbridge software automates the key steps for responding to a critical event. It aggregates threat data from third party and internal sources so customers can assess risk, and locates people in areas of threat and those needed to respond. It then enables customers to execute pre-defined processes based on the type of threat for who should be contacted and how, what message to send, and who to escalate to if a responder is not available. Our platform then sends out notifications and instructions via text, voice, email—over 100 modalities—in 15 languages as needed, organizes conference bridges for people to collaborate, and analyzes return messages. Automating these steps enables them to be completed quickly, highly reliably and at scale at a time when minutes often matter.

## **Term License-Mass Notification Base for Corporate - RENEWAL ONLY - 101-11-11-0240-000**

Everbridge Mass Notification Base for Corporate allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

### Key Capabilities Include:

- Unlimited Mass Notification Templates
- Ability to send Standard, Polling, or on-the-fly ‘One-Touch’
- Conference Call messages
- Flexible role-based access controls to manage user permissions
- SMPP based True SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- 4 Everbridge basic conference bridge codes
- Custom branded opt-in portal with custom fields and opt-in subscriptions
- Access to Real-Time Dashboard, Notifications History, Everbridge Universe, and Custom Reporting
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using ‘Web Posting’
- Publish notifications to Audio Bulletin Board for contacts to retrieve the audio message at their convenience
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contact records
- Organization specific customizable caller ID, greetings, and broadcast settings
- Real-time reporting for improved situational awareness and easier after-action analysis
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API or via Secure FTP
- International Support
  - Globally Local Calling for faster communications using local/regional message initiation
  - Dynamic Caller ID to customize caller IDs with local number per country or broadcast
  - International Sender IDs for SMS delivery Set-up, Implementation, and Support
- Up to 10 remote hours of support via a dedicated Implementation Specialist

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0240-000	Term License - Mass Notification Base for Corporate-Renewal Only (Minimum dollar value per single order is no less than \$4282.12 or 154 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$27.98	\$4,282.12

**Term License-Mass Notification Base for State & Local Government - 101-11-11-0254-000**

Everbridge Mass Notification Base for State & Local Government allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- SMPP based True SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- 4 Everbridge basic conference bridge codes
- 4 Smart Conference bridge lines
- Public Incident Zone – Alert residents through Everbridge Mobile App on their entry into the impacted area
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications History, Everbridge Universe, and Custom Reporting
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly ‘One-Touch’ Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using ‘Web Posting’
- Publish notification to Social Media
- Publish notifications to Audio Bulletin Board for contacts to retrieve the audio message at their convenience

- Access to IPAWS for authorized agencies –Only available in US region
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited Mass Notification and Incident Templates
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API Basic
- International Support
  - Globally Local Calling for faster communications using local/regional message initiation
  - Dynamic Caller ID to customize caller IDs with local number per country or broadcast
  - International Long and Short Codes for SMS delivery

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0254-000	Term License - Mass Notification Base for State & Local Government (Minimum dollar value per single order is no less than \$4282.12 or 17242 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$0.25	\$4,282.12

**Term License-Mass Notification Base for Higher Education - 101-11-11-0250-000**

Everbridge Mass Notification Base for Higher Education allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Key Capabilities Include:

- Everbridge IPAWS for authorized clients – Only available in US region
- Public Incident Zone – Alert residents through Everbridge Mobile App on their entry into the impacted area
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Incident Communications for digitizing communication plans and for reducing human error
- Smart Conference with 4 dedicated bridge lines
- Audio Bulletin Board for your Contacts to retrieve an audio message at their convenience
- Global multi-modal, two-way communications

- Self-service Contact record management via manual upload, Secure FTP, and Contact REST API
- Single page user flow for unplanned communications
- Publish notification to Social Media accounts and other messaging channels
- Flexible role-based access controls to manage user permissions
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Real-time reporting for improved situational awareness and easier after-action analysis
- Self-service module for configuring the operating environment for all users and notifications
- Basic Conference Bridge service including 4 bridge codes
- International Support
  - Multiple site languages for users to navigate your Everbridge service in their native language
  - Multiple notification languages and text to speech engines to ensure recipients understand your message in their preferred language
  - Configurable Caller ID per country to ensure recipients can identify the message sender
  - International Long and Short Codes for SMS delivery to ensure recipients can identify the message sender
- Automatic address geo-coding for Contact locations

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0250-000	Term License - Mass Notification Base for Higher Education (Minimum dollar value per single order is no less than \$4282.12 or 3334 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$1.29	\$4,282.12

**Term License-Mass Notification Base for Transportation - 101-11-11-0258-000**

Everbridge Mass Notification for Transportation allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

**Key Capabilities**

- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly ‘One-Touch’ Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups

- Publish notifications directly to Websites and services that support API access via HTTPS using ‘Web Posting’  
Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile Application
- Contact filtering based on custom criteria Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- SMPP based SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after action analysis
- 5 Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary
- Unlimited Mass Notification Templates
- Self-service Single Contact Record Adjustments,
- Contact Import via CSV Upload and via Contact API Bulk
- Contact Management Automation via Secure FTP Basic
- Audio Bulletin Board 4 Everbridge basic conference bridge codes

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0258-000	Term License - Mass Notification Base for Transportation (Minimum dollar value per single order is no less than \$4282.12 or 181 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$23.78	\$4,282.12

**Term License-Everbridge Mass Notification Base for Healthcare - 101-01-11-0261-000**

Everbridge’s Mass Notification for Healthcare allows care teams to coordinate multiple clinicians, technicians, and staff across multiple locations and schedules to respond to the needs of patients efficiently and effectively, leading to increased response times, quality, and patient satisfaction.

**Key Capabilities**

- Unlimited Incident Templates
- Multimodal delivery capabilities to phones, Email, SMS, Push Notifications
- Incident templates with different messages & delivery settings based on each notification phase or time of day
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Dynamic contact path preferences based on time of day



- Dynamic contact path preferences based on individual preferences
- Ability to send standard, polling, or on-the-fly ‘one-touch’ conference call notifications
- Multi-step workflow that prompts users to add required incident details Incident communication logging for all broadcast and confirmations
- Incident journal to capture additional details not included in incident communications
- Communication broadcasts and confirmations include audit trails and timestamps
- Search across incidents using status, user, type and date
- Real-time incident dashboard for operators showing all open incidents
- Unlimited individual on-call schedules for on-call Registered End-users
  - Ability to set minimum staffing requirements and view shifts to see if these requirements have been met.
  - Ability to assign shift quotas based on certification and skill.
  - Configurable automatic shift rotation.
  - Mobile schedule management
  - Ability to import/export schedules from other systems via .ics.
- Scenario manager to send different messages to different audiences
- Unlimited access to Everbridge secure communication platform (Secure Collaboration) for Registered Endusers 1
  - Video calling for telemedicine
  - Image sharing
  - Text messaging
  - Group messaging
  - Voice calls using VOIP
  - Mobile device access
  - Desktop access
  - Quick Registration
  - Incident chat
  - Customizable directories
- Standard reports as well as flexible custom reporting capability
- Audit conversation history

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-11-0261-000	Term License - Mass Notification Base for Healthcare (Minimum dollar value per single order is no less than \$4,282.12 or 118 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$36.37	\$4,282.12

## **Term License-Everbridge Mass Notification Standard for Corporate - RENEWAL ONLY - 101-11-11-0241-000**

Everbridge Mass Notification Standard for Corporate allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the art security protocols, elastic infrastructure, advanced mobility, interactive reporting, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

### Key Capabilities Include:

- SMPP based True SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- 4 Everbridge basic conference bridge codes
- 4 Smart Conference bridge lines
- Access to Single Sign On
- Custom branded opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications History, Everbridge Universe, and Custom Reporting
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notifications to Audio Bulletin Board for contacts to retrieve the audio message at their convenience
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI) • Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited Mass Notification and Incident Templates
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API Basic
- International Support
  - Globally Local Calling for faster communications using local/regional message initiation
  - Dynamic Caller ID to customize caller IDs with local number per country or broadcast
  - International Long and Short Codes for SMS delivery

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0241-000	Term License - Mass Notification Standard for Corporate-Renewal Only (Minimum dollar value per single order is no less than \$6,423.17 or 127 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$50.64	\$6,423.17

**Term License-Everbridge Mass Notification Pro for Corporate - RENEWAL ONLY - 101-11-11-0242-000**

Everbridge Mass Notification Pro for Corporate allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- SMPP based True SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- 4 Everbridge basic conference bridge codes
- 4 Smart Conference bridge lines
- Access to Single Sign On
- Access to Visitor and Customer Engagement
- 5 (FIVE) Keywords to allow people to opt-in to a database using keywords
- Custom branded opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications History, Everbridge Universe, and Custom Reporting
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly ‘One-Touch’ Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using ‘Web Posting’
- Publish notification to Social Media
- Publish notifications to Audio Bulletin Board for contacts to retrieve the audio message at their convenience
- Contact filtering based on custom criteria

- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited Mass Notification and Incident Templates
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API Basic
- International Support
  - Globally Local Calling for faster communications using local/regional message initiation
  - Dynamic Caller ID to customize caller IDs with local number per country or broadcast
  - International Long and Short Codes for SMS delivery

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0242-000	Term License - Mass Notification Pro for Corporate-Renewal Only (Minimum dollar value per single order is no less than \$8,564.23 or 157 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$54.56	\$8,564.23

### **Term License-Everbridge Mass Notification Pro for Higher Education - 101-11-11-0251-000**

Everbridge Mass Notification Pro for Higher Education allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

#### **Key Capabilities Include:**

- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly ‘One-Touch’ Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly Facebook and Twitter and Websites and services that support API access via HTTPS using ‘Web Posting’
- Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile app
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts

- Organization specific customizable caller ID, greetings, and broadcast settings
- SMPP based SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after action analysis
- 5 Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary
- Unlimited Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact AP Bulk Contact Management Automation via Secure FTP
- Audio Bulletin Board
- 4 Everbridge basic conference bridge codes
- Single Sign on to simplify user management
- Active Shooter, Shelter in Place, Evacuation Order and Crisis Response Team (CMT) Bridge Activation message guides

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0251-000	Term License - Mass Notification Pro for Higher Education (Minimum dollar value per single order is no less than \$8,564.23 or 5435 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$1.57	\$8,564.23

**Term License-Everbridge Mass Notification Pro for State & Local Government - 101-11-11-0255-000**

Everbridge Mass Notification Pro for State & Local Government allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

**Key Capabilities Include:**

- SMPP based True SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- 4 Everbridge basic conference bridge codes
- 4 Smart Conference bridge lines
- Public Incident Zone – Alert residents through Everbridge Mobile App on their entry into the impacted area

- Access to Community Engagement to communicate via Text, Email, and/or Voice Messages and provide an easy way for residents to Text Opt-In (text zip-code or a keyword to 888-777) –Only available to US contacts
- Access to automated severe weather alerting from the National Weather Service via SMARTWeather for 1 (ONE) area no greater than a single County –Only available to US contacts
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications History, Everbridge Universe, and Custom Reporting
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly ‘One-Touch’ Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using ‘Web Posting’
- Publish notification to Social Media
- Publish notifications to Audio Bulletin Board for contacts to retrieve the audio message at their convenience
- Access to 1 (ONE) dedicated toll free number via Premium Audio Bulletin Board
- Access to IPAWS for authorized agencies –Only available in US region.
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Custom point address geo-coding
- Organization specific customizable caller ID, greetings, and broadcast settings
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited Mass Notification and Incident Templates
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API Basic
- International Support
  - Globally Local Calling for faster communications using local/regional message initiation
  - Dynamic Caller ID to customize caller IDs with local number per country or broadcast
  - International Long and Short Codes for SMS delivery

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0255-000	Term License - Mass Notification Pro for State & Local Government (Minimum dollar value per single order is no less than \$8,564.23 or 26316 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$0.32	\$8,564.23

**Term License-Everbridge Mass Notification Pro for Transportation - 101-11-11-0259-000**

Everbridge Mass Notification Pro for Transportation allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Key Capabilities Include:

- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly ‘One-Touch’ Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile Application
- Contact filtering based on custom criteria and automatic address geo-coding for contacts
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Organization specific customizable caller ID, greetings, and broadcast settings
- SMPP based SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording Real-time reporting for improved situational awareness and easier after action analysis
- 5 Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary
- Unlimited Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API
- Bulk Contact Management Automation via Secure FTP

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0259-000	Term License - Mass Notification Pro for Transportation (Minimum dollar value per single order is no less than \$4,710.06 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$31.39	\$4,710.33

**Term License-Community Engagement - 101-01-11-1027-000**

The Community Engagement solution supports easy opt-in capabilities for both public and private events. Gathering opt-ins, whether the general public or internal stakeholders, can be very difficult. With mobile keywords, large groups of people can easily opt-in to a database by texting a keyword. Additionally, the Visitor Engagement solution allows you enable event-focused web pages to increase the visibility and safety of your event.

**Key Capabilities:**

- Unlimited E-mail Messages
- Unlimited Facebook & Twitter Postings
- Global Messaging Credits equal to 25% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited number of keyword Opt-In recipients
- Access to 5 event keywords
- Access to Public and Private Event Web Pages which are integrated with your Member Portal and can include registration widgets and social sharing options so visitors can share your notifications to their social networks.
- Publish event-based notifications via e-mail and SMS
- Publish event-based notifications directly to Facebook and Twitter
- Publish event-based notifications directly to Event Web Pages
- Automatic opt-in expirations
- Zip Code opt-in functionality for residents
- Google Public Alerts integration
- SMPP based SMS text messaging
- Messaging templates to speed up communications
- SMS, Email, Delivery Reporting.

Requires the purchase of a Mass Notification Base product.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-11-1027-000	Term License - Everbridge Community Engagement - *Pricing for the Community Engagement solution is based on 21.41% of the Annual Mass Notification Subscription Contract Value or \$2,141.06 whichever is greater (exclusive of one-time and services costs).	YR	21.41%	\$2,141.06

**\*Pricing for the Community Engagement solution is based on 21.41% of the Annual Mass Notification Subscription Contract Value (exclusive of one-time and services costs) or \$2,141.06, whichever is greater.**



**Term License-Additional Community Engagement/Visitor Engagement Keywords for Corporate - 100-09-11-1039-000**

Provides additional keywords for use with Community Engagement or Visitor Engagement functionality within Everbridge Mass Notification Pro. Require the purchase of one of the following: Mass Notification Pro, Safety Connection Pro, Critical Event Management for Safety and Continuity, Critical Event Management for Mobility, Critical Event Management 360.

**Term License-Additional Community Engagement/Visitor Engagement Keywords for State and Local Government, Higher Education, and Transportation - 100-09-11-1038-000**

Provides additional keywords for use with Community Engagement or Visitor Engagement functionality within Everbridge Mass Notification Pro. Require the purchase of one of the following: Mass Notification Pro, Safety Connection Pro, Critical Event Management for Safety and Continuity, Critical Event Management for Mobility, Critical Event Management 360.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-09-11-1039-000	Term License - Additional CE/VE Keywords for Corporate (One-Time Annual Fee)	EA	\$856.42	\$856.42
511210	Everbridge, Inc	100-09-11-1038-000	Term License - Additional CE/VE Keywords for State and Local Government, Higher Education and Transportation (One-Time Annual Fee)	EA	\$171.28	\$171.28

**Term License-Incident Management – Incident Communications - 101-01-11-0206-000**

Delays and errors in operational communications happen every day increasing recovery times, impacting revenue and increasing risk. Everbridge Incident Communications automates your notification procedures by allowing users to select pre-defined messages and processes to use for a specified incident and then determining the correct list of stakeholders and responders.

**Key Capabilities**

- 1 (one) Incident Management Organization
- Unlimited Incident Administrator and User seats
- Unlimited Incident Templates
- Incident Templates supporting different messages & delivery settings based on notification phase (New, Update, Close)
- Global Messaging Credits equal to 10% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)

- Multi-step workflow that prompts users to add required incident details
- Incident communication logging for all broadcast and confirmations
- Incident journal to capture additional details not included in incident communications
- Reporting of all incident communications details and responses in a PDF format
- Custom reports analyze incident communications effectiveness
- Communication broadcasts and confirmations include audit trails and timestamps
- Search across incidents using status, user, type and date
- Real-time incident dashboard for operators showing all open incident.

Requires the purchase of a Mass Notification Base product.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-11-0206-000	Term License - Incident Management - Incident Communications - *Pricing for the Incident Communication solution is based on 25.69% of the Annual Mass Notification Subscription Contract Value or \$2,141.06, whichever is greater (exclusive of one-time and services costs).	YR	25.69%	\$2,141.06

**\*Pricing for the Incident Management-Incident Communications solution is based on 25.69% of the Annual Mass Notification Subscription Contract Value (exclusive of one-time and services costs) or \$2,141.06, whichever is greater.**

**Term License-SmartWeather - 101-00-11-1060-000**

Keep your employees, residents and other key stakeholders informed and safe with automatic broadcasts to all affected recipients. Actively manage weather events and quickly put location-based warnings in the right hands, in real-time. With SMART Weather you can automatically broadcast customized messages based on the type and severity of the event.

**Key Capabilities**

- Accurate weather warnings with specific start times and timely closing of alerts.
- Precise meteorologist drawn polygons and geographical zones to identify weather impacted locations.
- Select contacts in affected areas using a map that identifies weather impacted locations.
- Customized message content based on weather type, severity, location and audience.
- Infrared displays allow for even more precise location-specific weather alerts so notifications get to the right people with speed and accuracy.
- New weather layers provide near real time weather monitoring, making it easier to alert key stakeholders.

Requires the purchase of a Mass Notification Base product.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-11-1060-000	Term License - SMART Weather (includes 1 location in base weather subscription) - *Pricing for the SmartWeather solution is based on 12.85% of the Annual Mass Notification Subscription Contract Value or \$1,284.63, whichever is greater (exclusive of one-time and services costs).	YR	12.85%	\$1,284.63

**\*Pricing for the SmartWeather solution is based on 12.85% of the Annual Mass Notification Subscription Contract Value (exclusive of one-time and services costs) or \$1,284.63, whichever is greater.**

**Everbridge SmartWeather Options**

**Term License-SMART Weather – Nationwide Coverage - RENEWAL ONLY – 101-00-11-1065-000**

- Automated weather alerts for customers who have transient populations across multiple states

**Term License-SMART Weather – Statewide Coverage - RENEWAL ONLY – 101-00-11-1064-000**

- Automated weather alerts for State customers who want to setup for the entire state

**Term License-Additional SMART Weather Location(s) – 101-00-11-1063-000**

- Each specific weather threshold is built for a specific office / facility Location

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-11-1065-000	Term License - SMART Weather - Nationwide Coverage-Renewal Only	YR	\$12,846.35	\$12,846.35
511210	Everbridge, Inc	101-00-11-1064-000	Term License - SMART Weather - Statewide Coverage-Renewal Only	YR	\$2,997.48	\$2,997.48

511210	Everbridge, Inc	101-00-11-1063-000	Term License - Additional SMARTWeather Location(s) (One-Time Annual Fee)	EA	\$856.42	\$856.42
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**Term License-Set-up Fee - SETUPFEES**

- Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation
- Self Service Administrative Set-up, Configuration and Default Preferences
- Initial Member Data Upload and Test Broadcast Support
- Unlimited Access to Everbridge University classes
- 24x7 Customer Support (phone, web, email)
- Global Support/Operations Centers for Redundant Live Support

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	SETUPFEES	Term License - Set Up Fee - *Pricing for the Setup fee is based on 6.85% of the Annual Subscription Contract Value with a minimum purchase value of \$400. (One-Time Installation Fee)	EA	6.85%	\$342.57

**\*The Setup Fee is equal to 6.85% of the Annual Subscription Contract Value (exclusive of one-time and services costs) with a minimum purchase value of \$342.57.**

**Term License-IT Alerting Standard Resolver License - 100-05-11-0201-000**

Major IT failures and outages (critical application down, Cyber attack, deployment issue, datacenter outage, etc.) quickly impact users and customers of the IT services as the quality of service deteriorates. Everbridge IT Alerting helps IT Departments, Incident Managers, DevOps, reduce the time to reach the right on-call IT personnel and keep stakeholders as well as impacted customers informed. Reducing MTTR will minimize the impact on the business.

Everbridge IT Alerting Standard provides:

- Send Global Notifications and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- Global Messaging Credits equal to 20% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Communication templates with conditional workflow for human error-free notifications
- Automatic notifications to the right on-call person
- Automatic escalation to the next person until someone acknowledges
- Multi communication channels (email, phone, SMS, pager, and mobile push notifications...)

- Collaboration tools including a 1-click smart conferencing (360 minutes per resolver license per year)
- Integration with IT Service Management (Helpdesk) and IT Operations Management (monitoring) tools.
- Communication updates to your IT team, the business stakeholders and the impacted customers while IT is resolving the problem.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-05-11-0201-000	Term License - IT Alerting Standard Resolver License (Minimum dollar value per single order is no less than 66 contacts. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	User	\$328.87	\$21,705.19

**Term License-Everbridge IT Alerting Scheduling - 100-04-11-1025-000**

IT Alerting Scheduling helps track who is on-call on each team, and alerts the right people based on the type of incident, time of day, skill set required and location.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-04-11-1025-000	Term License - IT Alerting Scheduling (Minimum dollar value per single order is no less than \$1500 or 25 contacts, whichever is greater.)	Contact	\$51.39	\$1,284.63

**Term License-Additional Organization - 101-01-11-1001-000**

- One (1) Additional Organization in an Account

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-11-1001-000	Term License - Everbridge Additional Organization (One-Time Annual Fee)	EA	\$428.21	\$428.21

**Usage**

**Term License-5,000 US Minutes - 101-01-33-0711-000**

- Usage. Once all minutes or messages have been used, customer will need to purchase additional units.

**Term License-7,500 US SMS Messaging Minutes - 101-01-33-0712-000**

- Usage. Once all minutes or messages have been used, customer will need to purchase additional units.

**Term License-2,500 Global Minutes - 101-01-33-0505-000**

- Usage. Once all minutes or messages have been used, customer will need to purchase additional units.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-33-0711-000	Term License - 5,000 US Minutes (One-Time Fee)	EA	\$214.11	\$214.11
511210	Everbridge, Inc	101-01-11-0712-000	Term License - 7,500 Everbridge US SMS Messaging Minutes (One-Time Fee)	EA	\$214.11	\$214.11
511210	Everbridge, Inc	101-01-33-0505-000	Term License - 2,500 Global Minutes (One-Time Fee)	EA	\$214.11	\$214.11

**Term License-500,000 Global Message Credits - 101-01-33-0712-000**

Customers will have access to an annual allowance of Messaging Credits that can be used for notifications. The specific number of Messaging Credits are included on the product Quote and are applied per notification according to the table below. Unused Messaging Credits (including any additional purchased credits) expire at the end of the annual contract period under the applicable Quote and are not refundable. If the customer exceeds the annual allowance of Messaging Credits allocated to the account or previously purchased, then the customer shall pay for such overages and charges back to the date they were incurred. Once all minutes or messages have been used, customer will need to purchase additional units.

Messaging Credits shall be calculated and consumed as follows:

Message Modality	Email	Push Notification	Pager	Voice	SMS Text	Conference Voice	TTY	FAX
Unit of Measure	per email sent	per mobile app notification	per pager message sent	per minute of the voice call	per SMS message	per minute of the voice call	per TTY message	per page sent
REGION 1: NORTH AMERICA	free	free	free	10	5	10	100	100
REGION 2: EUROPE	free	free	free	40	30	40	100	100
REGION 3: SOUTH AMERICA	free	free	free	190	40	190	100	100
REGION 4: AFRICA	free	free	free	400	50	400	100	100
REGION 5: ASIA	free	free	free	70	30	70	100	100
REGION 6: OCEANIA	free	free	free	100	40	100	100	100
REGION 7: MIDDLE EAST	free	free	free	170	30	170	100	100

A single notification consists of:

- SMS Text:

- For messages that contain only GSM characters, each 153 characters or portion thereof.
- For messages that contain any non-GSM characters, each 67 characters or portion thereof.
- GSM characters include only characters in the GSM 7-bit default alphabet.

- Voice or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.

- TTY: Per TTY call.

- Fax: Per page transmitted.

For example:

- SMS Notification (containing 100 GSM characters) sent to 100 contacts in the United States would consume 500 Messaging Credits (100 contacts \* 1 Notification/contact \* 5 Messaging Credits per US SMS message).
- Voice Notification (Each message = 30 seconds) sent to 500 contacts in France would consume 10,000 Messaging Credits (500 contacts \* 30 seconds = 250 minutes of calls \* 40 Messaging Credits per European Voice Call).
- SMS Notification (containing 200 GSM characters) sent to 250 contacts in India and 2000 contacts in the United States would consume 35,000 Messaging Credits (250 contacts \* 2 Notifications/contact \* 30 Messaging Credits per Asian SMS message = 15,000 Messaging Credits) + (2000 contacts \* 2 Notifications/contact \* 5 Messaging Credits per US SMS message = 20,000 Messaging Credits)

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-33-0712-000	Term License - 500,000 Global Message Credits (One-Time Fee)	EA	\$856.42	\$856.42

**Term License-Everbridge Critical Alerting for Public Safety Employees - RENEWAL ONLY - 101-00-04-0273-000, 101-00-04-0274-000, and 101-00-04-0275-000**

For State, Municipal and Local Agencies who are looking to create multi-modal alerting from mission critical systems like WebEOC, Computer Assisted Dispatch or other internal systems, Everbridge’s Critical Alerting for Public Safety Employees solution is designed to improve first responder and emergency management response times by leveraging the existing contacts in your Everbridge platform to deliver mission critical multi-modal alerts to key personnel. Users can automate the notification processes for traditionally email only alerting systems using e-mail ingestion to configure deliver multi-modal alerts to the correct list of stakeholders and responders.

**Key Features:**

- Unlimited E-mail Distribution
- Unlimited Push Notification via Everbridge App
- Voice and SMS messaging minutes limited to 7500 per year\*
- Access to Email Ingestion for configuration of alerts
- Publish alerts via E-mail Publish alerts directly to the Smartphones of employees via ContactBridge
- Publish alerts via SMS Texting and Voice Calls
- Automatic escalation of a notification to the next person or group if there is no confirmation
- Email Ingestion to take 3rd party e-mail content and launch multi-modal alerts
- Design rules based on content in the from, subject or body fields of the e-mail to can trigger specific templates and groups
- 8 total hours of remote access to a consultant to help with initial configuration and testing
- Creation of up to 4 templates
- Creation of up to 2 email ingestion integration points (Any complex expressions or configurations that require additional support would be supported within the 8 hours of Professional Services).

\* Usage above 7500 messaging minutes per year can be purchased.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-04-0273-000	Term License - Everbridge Critical Alerting for Public Safety Employees - Renewal Only (1000 or fewer employees)	YR	\$7,279.60	\$7,279.60



511210	Everbridge, Inc	101-00-04-0274-000	Term License - Everbridge Critical Alerting for Public Safety Employees-Renewal Only (Between 1001 and 2500 Employees)	YR	\$8,992.44	\$8,992.44
511210	Everbridge, Inc	101-00-04-0275-000	Term License - Everbridge Critical Alerting for Public Safety Employees-Renewal Only (2501 or more Employees)	YR	\$11,561.71	\$11,561.71

**Term License-Everbridge Open APIs and E-mail Ingestion - 101-01-11-1015-000, 101-01-11-1016-000, 101-01-11-1017-000, 101-01-11-1025-000, 101-01-11-1028-000, and 101-01-11-1029-000**

Everbridge Open is a set of REST based APIs that can be used to integrate contact information or trigger notifications remotely based on thresholds being reached in an internal system. For example, you could integrate your internal Human Resources (HR) system with the Everbridge system. When the HR team updates employee records, the contact information is automatically added, updated, or deleted in the Everbridge system. Email Ingestion lets users trigger notifications simply by sending an email to Everbridge. This is also an easy way, with no coding required, to create integrations with IT Monitoring and Service Management tools, CRM systems, and CAD systems.

Everbridge Open APIs and E-mail Ingestion are designed to support integration with internal systems to support mass communication uses. Any non-standard use of the Everbridge Open API or E-mail Ingestion for broadcast purposes, such as high-volume, one-to-one communications, are not covered under the Everbridge SLA. Examples of non-standard uses include, but are not limited to, the following: Marketing; SPAM (malicious marketing); Political or “Robo-Calls”; Collections; “One-to- one” communications; or calls that have to follow “do not call” or “time of day” rules. Please refer to the Everbridge Acceptable Use Policy for additional details:

<https://www.everbridge.com/company/legal/%E2%80%8Bacceptable-use-policy/>.

Everbridge Open APIs and E-mail Ingestion provides:

- Number of Broadcast API Calls or Email Ingestion Initiation contracted\*
- Access to 2 Everbridge Organizations (e.g. Production and Sandbox) each with authenticated API users
- Access to Incident Management as needed to configure email ingestion

\*Does not include contact path usage (i.e. voice or SMS) costs which needs to be purchased separately for voice or SMS communications.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-11-1015-000	Term License - Everbridge Open API (100 or fewer Broadcasts)	YR	\$2,997.48	\$2,997.48
511210	Everbridge, Inc	101-01-11-1016-000	Term License - Everbridge Open API (Between 101 and 500 Broadcasts)	YR	\$4,924.43	\$4,924.43

511210	Everbridge, Inc	101-01-11-1017-000	Term License - Everbridge Open API (Between 501 and 2500 Broadcasts)	YR	\$10,919.40	\$10,919.40
511210	Everbridge, Inc	101-01-11-1025-000	Term License - Everbridge Open API (Between 2501 and 25000 Broadcasts)	YR	\$17,128.46	\$17,128.46
511210	Everbridge, Inc	101-01-11-1028-000	Term License - Everbridge Open API (Between 25001 and 250000 Broadcasts)	YR	\$29,974.81	\$29,974.81
511210	Everbridge, Inc	101-01-11-1029-000	Term License - Everbridge Open API (250001 or more Broadcasts)	YR	\$42,821.16	\$42,821.16

### Term License-Everbridge Safety Connection Mobile for Corporate - 101-11-11-0264-000

Everbridge Safety Connection™ Mobile for Corporate helps organizations quickly locate and communicate with their people. The solution aggregates geo-location data from HR systems and the Everbridge Mobile app (fka ContactBridge) so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining the Everbridge Mobile app with the power of Everbridge Mass Notification, Safety Connection™ helps to improve employee security and provide enhanced information about an employee’s location to help keep people safe. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

#### Key Capabilities Include:

- Send Domestic and International Alerts and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- Global Messaging Credits equal to 10% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Three (3) Organization with unlimited nested static and dynamic groups
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Access to the SOS and Safe Corridor functionality in the Everbridge Mobile App to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly ‘One-Touch’ Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly Facebook and Twitter and Websites and services that support API access via HTTPS using ‘Web Posting’
- Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile app (fka ContactBridge)
- Apple Watch mobile app functionality
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings

- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis
- Five (5) Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary
- Unlimited Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact AP
- Bulk Contact Management Automation via Secure FTP
- Four (4) Everbridge basic conference bridge codes
- Single Sign on to simplify user management

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0264-000	Term License - Safety Connection Mobile for Corporate (Minimum dollar value per single order is no less than \$6,423.17 or 157 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$41.11	\$6,423.17

**Term License-Everbridge Safety Connection Mobile for Higher Education - 101-11-11-0256-000**

Everbridge Safety Connection™ Mobile for Higher Education helps organizations quickly locate and communicate with their people. The solution aggregates geo-location data from HR systems and the Everbridge Mobile app (fka ContactBridge) so you can reach out to those students, faculty, staff, contractors, or visitors who are potentially at risk. Combining the Everbridge Mobile app with the power of Everbridge Mass Notification, Safety Connection™ helps to improve campus security and provide enhanced information about an individual’s location to help keep people safe. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- Send Domestic and International Alerts and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- Global Messaging Credits equal to 25% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Three (3) Organization with unlimited nested static and dynamic groups
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

- Access to the SOS and Safe Corridor functionality in the Everbridge Mobile App to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection Ability to send standard, polling, or on the-fly ‘One-Touch’ Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly Facebook and Twitter and Websites and services that support API access via HTTPS using ‘Web
- Posting’ Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile app Contact
- filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis
- Five (5) Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary Unlimited Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact AP Bulk Contact
- Management Automation via Secure FTP
- Audio Bulletin Board
- Single Sign on to simplify user management
- Active Shooter, Shelter in Place, Evacuation Order and Crisis Response Team (CMT) Bridge Activation message guides

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0256-000	Term License - Safety Connection Mobile for Higher Education (Minimum dollar value per single order is no less than \$6,423.17 or 3659 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$1.75	\$6,423.17

**Term License-Everbridge Safety Connection Base for Corporate - 101-10-11-1300-000**

Everbridge Safety Connection™ helps businesses and organizations quickly locate and communicate with their people. The solution aggregates geo-location data from multiple systems so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other

location-aware data with the power of Everbridge Mass Notification, Safety Connection™ helps to improve employee security and provide enhanced information about an employee's location to help keep people safe.

Key Capabilities Include:

- Send Domestic and International Alerts and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- Global Messaging Credits equal to 10% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location
- Custom branded opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Access to Incident Management to automate incident communication workflows
- Access to Single Sign On to simplify user management
- Access to Email Ingestion or EB Open Broadcast API to distribute up to 100 annual multi-modal notifications
- Everbridge mobile app
- Contact profiles with location and timestamped attributes including 'last known' location and 'expected' location data
- Send targeted notifications based on 'last known' location or other contact attributes
- Easily place your physical assets (buildings, places of interest...) directly on the Everbridge Universe map
- Upload location aware data from access control systems, network systems, etc.
- Mobile app check-in functionality that allows users to provide their geo location
- Mobile app SOS functionality to automate outreach to predefined contacts
- Mobile app Safe Corridor functionality that requires check-in and location monitoring capabilities within a specific geographic area
- Apple Watch mobile app functionality
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages with 4 Conference Bridge Codes
- Unlimited Notification Templates and one-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notifications directly to the Smartphones of residents and employees via the Everbridge Mobile app
- Contact filtering based on custom criteria and automatic address geo-coding for contacts
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API or via Secure FTP
- Audio Bulletin Board

- Five (5) Live Operator Message Initiations per year
- Globally Local Calling for faster communications using local/regional message initiation
- Dynamic Caller ID with local number per country or broadcast and International Long and Short Codes for SMS delivery
- User interface localization in multiple languages

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-10-11-1300-000	Term License - Safety Connection Base for Corporate (Minimum dollar value per single order is no less than \$8,564.23 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$57.10	\$8,564.23

**Term License-Everbridge Safety Connection Base for Higher Education - 101-11-11-0260-000**

Everbridge Safety Connection™ helps businesses and organizations quickly locate and communicate with their people. The solution aggregates geo-location data from multiple systems so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data with the power of Everbridge Mass Notification, Safety Connection™ helps to improve employee security and provide enhanced information about an employee’s location to help keep people safe.

**Key Capabilities Include:**

- Send Domestic and International Alerts and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- Global Messaging Credits equal to 25% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location
- Four (4) Everbridge basic conference bridge codes
- Access to Everbridge Elastic Infrastructure for message delivery
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Access to the SOS and Safe Corridor functionality in the Everbridge Mobile App to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Apple Watch mobile app functionality
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection

- Ability to send standard, polling, or on the-fly ‘One-Touch’ Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly Facebook and Twitter and Websites and services that support API access via HTTPS using ‘Web Posting’
- Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile app
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis
- Five (5) Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary Unlimited Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact AP Bulk Contact Management Automation via Secure FTP
- Audio Bulletin Board
- Single Sign on to simplify user management
- Active Shooter, Shelter in Place, Evacuation Order and Crisis Response Team (CMT) Bridge Activation message guides

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0260-000	Term License - Safety Connection Base for Higher Education (Minimum dollar value per single order is no less than \$6,423.17 or 193 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$33.40	\$6,423.17

**Term License-Everbridge Safety Connection Pro for Corporate - 101-11-11-0235-000**

Everbridge Safety Connection™ helps businesses and organizations quickly locate and communicate with their people. The solution aggregates geo-location data from multiple systems so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data with the power of Everbridge Mass Notification, Safety Connection™ helps to improve employee security and provide enhanced information about an employee’s location to help keep people safe.

Key Capabilities Include:

- Send Domestic and International Alerts and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- Global Messaging Credits equal to 10% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location
- Custom branded opt-in portal with custom fields and opt-in subscriptions Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Everbridge
- Mobile Application with SOS, Check-in, Emergency Call, and Safe Corridor, and custom mobile tiles functionality
- Access to Location Based Tracing in the platform and Proximity Based Tracing via the Everbridge Mobile Application
- Access to Visualization of Dynamic location data including ‘last known’ location and ‘expected’ location data
- Location customizable icons for assets such as buildings, retail stores, airports, hospitals, etc. within the Everbridge Universe
- Access to Open Secure FTP for uploading data sets with ‘last known’ location data
- Access to Incident Management to automate incident communication workflows
- Access to Incident Chat for responders to coordinate and collaborate
- Access to Smart Conference audio conference bridging
- Access to Single Sign On to simplify user management
- Access to Private Incident Zones to target notifications based on a geo-fenced polygon
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops
- Access to Visitor and Customer Engagement with five Keywords to allow people to opt-in to a database by keyword
- Access to Email Ingestion or the EB Open Broadcast API to distribute up to 100 annual multi-modal notifications

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0235-000	Term License - Safety Connection Pro for Corporate (Minimum dollar value per single order is no less than \$10,705.29 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$71.38	\$10,705.29

**Term License-Everbridge Safety Connection Pro for Higher Education - 101-11-11-0253-000**



Everbridge Safety Connection™ helps businesses and organizations quickly locate and communicate with their people. The solution aggregates geo-location data from multiple systems so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data with the power of Everbridge Mass Notification, Safety Connection™ helps to improve employee security and provide enhanced information about an employee's location to help keep people safe.

#### Key Capabilities Include:

- Send Domestic and International Alerts and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- Global Messaging Credits equal to 25% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Three (3) Organization with unlimited nested static and dynamic groups
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Access to Secure Collaboration mobile application for chat and texting with one colleague or a group from mobile phones and desktops
- Access to the SOS and Safe Corridor functionality in the Everbridge Mobile app to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Access to Open Secure FTP for uploading data sets with 'last known' location data and standard Location Data Connectors (e.g. Lenel Connector for OnGuard 7.0 Access Control System)
- Access to Single Sign on to simplify user management
- Access to Visitor and Customer Engagement with five Keywords to allow large groups of people to opt-in to a database by texting a keyword. Maximum of 50,000 SMS Notifications per year
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly Facebook and Twitter and Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile app
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis
- Five (5) Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary Audio Bulletin Board
- Unlimited Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API Bulk Contact Management Automation via Secure FTP
- Active Shooter, Shelter in Place, Evacuation Order and Crisis Response Team (CMT) Bridge Activation, Workplace Violence Emergency, Vehicle accident on building grounds, Employee Check in, SOS/Panic Initiated, and Safe Corridor initiated message guides

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0253-000	Term License - Safety Connection Pro for Higher Education (Minimum dollar value per single order is no less than \$8,564.23 or 188 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$45.78	\$8,564.23

**Term License-Concur Travel Connector for Safety Connection - RENEWAL ONLY - 100-80-11-9050-000**

The Concur Travel Connector allows organizations to integrate their Concur travel itineraries with the Everbridge Safety Connection product. The itineraries will update dynamic locations of employees and provide security teams with the ability to communicate and respond to impacted employees in case of location-based emergencies.

**Term License-ISOS Connector for Safety Connection - RENEWAL ONLY - 101-11-11-1086-000**

The integration between Safety Connection and International SOS TravelTracker enables organizations to quickly locate employees based on their travel itineraries and reach them using the best available contact information.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9050-000	Term License - Concur Travel Connector for Safety Connection-Renewal Only	YR	\$2,141.06	\$2,141.06
511210	Everbridge, Inc	101-11-11-1086-000	Term License - ISOS Connector for Safety Connection-Renewal Only	YR	\$8,564.23	\$8,564.23

**Term License-Everbridge Critical Event Management (CEM) for Mobility - RENEWAL ONLY - 100-80-11-9069-000**

Everbridge Critical Event Management (CEM) for Mobility aggregates thousands of the most trustworthy data sources with an experienced team of analysts to empower organizations to proactively monitor and mitigate risk. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with assets, targeted real-time alerting, organizations can proactively monitor and analyze incidents and events

worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. CEM for Mobility allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Safety Connection™ helps businesses and organizations quickly locate and communicate with their people. The solution aggregates geo-location data from multiple systems so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

#### Key Capabilities Include:

- Unlimited email notifications
- Unlimited Everbridge mobile app push notifications
- Unlimited usage of Secure Collaboration mobile app encrypted communications
- Global Messaging Credits equal to 10% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Includes Everbridge Risk Center
- Includes Everbridge Mass Notification Pro
- Includes Everbridge Visual Command Center
- Access to Single Sign On to simplify user management
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location
- Self-service configuration: severity/distance/category
- Acknowledge Alerts; Add Notes to Alerts; Assess Context with Alert Selected; Hide All Alerts, Reinstate Alerts; Select Multiple Alerts and Perform Actions on Selected Alerts, Snooze Alerts
- Show Distance from Alert to Assets View Alert Log
- View Details on Related Assets
- Filter Alerts using a Map Query, Search, Timeline
- View Acknowledged and Snoozed Alerts
- Data feeds
- Custom branded opt-in portal with custom fields and opt-in subscriptions Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Incident Management to automate incident communication workflows
- Access to Incident Chat for responders to coordinate and collaborate Access to SmartConference audio conference bridging
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops
- Access to Visitor and Customer Engagement with five Keywords to allow people to opt-in to a database using keywords
- Access to Email Ingestion or EB Open Broadcast API to distribute up to 100 annual multi-modal notifications
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Everbridge

- Mobile Application with SOS, Check-in, Emergency Call, and Safe Corridor, and custom mobile tiles functionality
- Contact profiles with location and timestamped attributes including 'last known' location and 'expected' location data
- Send targeted notifications based on 'last known' location or other contact attributes
- Easily place your physical assets (buildings, places of interest...) directly on the Everbridge Universe map
- Upload location aware data from access control systems, network systems, etc.
- Mobile app check-in functionality that allows users to provide their geo location
- Mobile app SOS functionality to automate outreach to predefined contacts
- Mobile app Safe Corridor functionality that requires check-in and location monitoring capabilities within a specific geographic area
- Apple Watch mobile app functionality
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated
- GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages with 4 Conference Bridge Codes
- Unlimited Notification Templates and one-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notifications directly to the Smartphones of residents and employees via the Everbridge Mobile app
- Contact filtering based on custom criteria and automatic address geo-coding for contacts
- Access to Location Based Tracing in the platform and Proximity Based Tracing via the Everbridge Mobile Application
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API or via Secure FTP
- Audio Bulletin Board
- 5 Live Operator Message Initiations per year
- Globally Local Calling for faster communications using local/regional message initiation
- Dynamic Caller ID with local number per country or broadcast and International Long and Short Codes for SMS delivery
- User interface localization in multiple languages

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9069-000	Term License - CEM for Mobility-Renewal Only (Minimum dollar value per single order is no less than \$175,566.75 or 1000 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$175.57	\$175,566.75

**Term License-Additional CALs (10 Pack) - 100-80-11-9051-000**

Consists of additional contacts, assets, and locations that can be added to Everbridge Critical Event Management (CEM) 360, Everbridge Critical Event Management (CEM) for Safety and Continuity, or Everbridge Critical Event Management (CEM) for Safety and Continuity.

**Term License-Additional CALs (25 Pack) - 100-80-11-9052-000**

Consists of additional contacts, assets, and locations that can be added to Everbridge Critical Event Management (CEM) 360, Everbridge Critical Event Management (CEM) for Safety and Continuity, or Everbridge Critical Event Management (CEM) for Safety and Continuity.

**Term License-Additional CALs (50 Pack) - 100-80-11-9053-000**

Consists of additional contacts, assets, and locations that can be added to Everbridge Critical Event Management (CEM) 360, Everbridge Critical Event Management (CEM) for Safety and Continuity, or Everbridge Critical Event Management (CEM) for Safety and Continuity.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9051-000	Term License - Additional CALs (10 Pack) (One-Time Annual Fee)	Pack	\$6,423.17	\$6,423.17
511210	Everbridge, Inc	100-80-11-9052-000	Term License - Additional CALs (25 Pack) (One-Time Annual Fee)	Pack	\$14,452.14	\$14,452.14
511210	Everbridge, Inc	100-80-11-9053-000	Term License - Additional CALs (50 Pack) (One-Time Annual Fee)	Pack	\$27,298.49	\$27,298.49

### Term License-VCC Channels - 100-80-11-9054-000

Visual Command Center Channels are designed to deliver the right information to the right people during a critical event or when your organization needs to understand the current risk environment. Visual Command Center Channels assist stakeholders inside and outside a command center, enabling collaboration and communicating salient details. Dashboard-like displays help teams gain better situational awareness and manage critical events. Visual Command Center Channels includes a suite of view-only Channels, which can be displayed on large screen monitors or mobile devices like a tablet.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9054-000	Term License - VCC Channels	YR	\$8,564.23	\$8,564.23

### Term License-Everbridge Crisis Management - 100-12-11-0257-000

Everbridge Crisis Management orchestrates all crisis response activities, teams and resources to accelerate critical event recovery times and allow organizations to continue to deliver on their brand promises with the least possible impact to life safety, revenue and reputation.

#### Key Capabilities Include:

- One (1) additional Organization
- Unlimited response plans
- Custom branded portal with custom fields
- Flexible role-based access controls to manage user permissions
- Access to Everbridge Universe and Custom Reporting
- Mobile Application – With interactive mobile task lists, alerting, document access
- Web Collaboration - With customized task lists depending on role and type or incident; task status updates; situation reports, Log and To Do lists
- Plan Management - Central repository of plans and tasks
- Dashboard - Real-time event dashboard showing all open and complete tasks
- Dynamic Task Management - Task manager to automate task assignment and add tasks on-the-fly
- Automated Escalation - Notification/task escalation to automatically send a notification/task to the next person or group if there is no confirmation
- Reporting - Real-time reporting for improved situational awareness and easier after-action analysis
- Auditing – Detailed event logging for all tasks and communication
- Response Plan Templates - Safety, Security, Natural, Facility response plan templates
- Exercise Mode – Launch critical events in exercise mode to support training drills and table top exercises
- Impact Tracker – Leverage the form to collect intake information and show full visibility into asset status
- Form Builder – Create custom forms such as ICS or SITREP with auto-population, conditional logic, to generate event reports and surveys

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-12-11-0257-000	Term License - Crisis Management (Minimum dollar value per single order is no less than \$34,256.93 or 2500 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$13.70	\$34,256.93

### Term License-Everbridge JARVISS

JARVISS provides one platform where senior leaders, antiterrorism officers, law enforcement personnel, and emergency managers can identify relevant threats, gain context around each threat to understand its importance, identify all assets that could be affected, and act to avoid or mitigate the impact of a risk event. A common operating picture will enable your teams to protect your interests when faced with a critical event.

#### Core Platform Access

Named Users based on License User Types:

- **Full License:** Access to Dashboards, Threat Reporting Tab, Workspace Tab, Reports Tab, Assets Tab, Support Tab, and Mobile Application.
- **Limited License:** Access to Dashboards, Threat Reporting Tab, and Support Tabs. The ability to submit reports and receive threat notifications, incident reports and Mobile application.
- **Concurrent License:** Access to the system by an organization that requires more than one user to log in to the system on the same account. A concurrent user license shall have all the features available to a full user and system login times of up to 12 hours.
- **Admin License:** User with administrative rights to the system will have a full user license with the ability to authorize new user accounts, delete old accounts, lock accounts, and delete posted content. Additionally, the administrator will have the ability to audit accounts and retrieve an activity report for users.

#### Key Features

- RISK INTELLIGENCE

- Risk Intelligence Provided by RIMC
- Weather:
  - Hurricane historical and forecasted swath and path
  - Radar (current radar only available for North America, Europe, Japan and Australia)
  - Storm Surge Models (US)
  - Earthquakes (Global)
  - Social Media Feed (Separate Purchase Required)

- ALERT FUNCTIONALITY

- Risk Profile by Command: distance/category
- Email and mobile push notifications for Alerts
- Operator entered Incidents
- Add attachments to incidents
- Assess Context with incident Selected
- Show distance from Incident to Assets
- View Details on Related Assets
- Filter Incidents:
  - Filter Incidents using Category
  - Filter Incidents using Date
  - Filter Incidents using Map Query
  - Filter Incidents using Search

- CONTEXTUAL DATA

- Points of Interest (US)
- Crime Data (US)
- County Demographic Data (US)
- All Public and Private School locations (US)
- Emergency Management Points of Interest – Hospitals, Fire Stations, Emergency Services, FEMA (US)
- Energy Infrastructure (US)
- Global Geographic Boundaries
- Global Historic Terrorism Incidents
- Global US Diplomatic Missions
- Government (US)
- Hurricane Evacuation Routes (US)
- Law Enforcement (US)
- Media – TV and Radio Stations (US)
- Political Data – Statehouse, Congressional Offices (US)
- Transportation – Roads, Rails and Airports (US)
- Telecommunications – Cable, Mobile towers, Telephony Networks (US)
- Traffic Conditions (flow) (Global)
- US Military Locations (Global)

- ASSET DATA



- Upload and style point-based assets
- Define Asset Status

- MOBILE APPLICATION

- Supported on iOS and Android devices
- DISA approved for iOS
- View incidents
- Receive incident push notification Alerts
- Receive chat push notifications (Android)
- Operator entered incidents

- TIMELINE FEATURES

- Custom Date Range
- Fit to Current Day
- Fit to Current Hour
- Fit to Current Month
- Fit to Current Week
- Mouse Scroll Wheel to Zoom
- Resize Timeline
- Timeline Charts
- View/Hide

- MENU ITEMS

- Tools and Preferences:
- Alert Sound
- Export Map Image (Save Snapshot)
- Full Screen
- Lat/Long Sensor
- Map Annotation
- Bookmark View
- Map Filters/Map Queries:
- Circle
- Rectangle
- Polygon
- Create multiple queries
- Create Labels
- Create Pushpins
- Measure Distance
- Restore Default View
- Saved Projects
- Scale Bar
- Reports:
- PDF Reports

- Incident Reports
- Facility Reports
- Proximity Reports
- Export to Excel
- OTHER CAPABILITIES
  - User Administration
  - User Enrollment Workflow
  - Export Users List
- AREA ISOLATION
  - Asset Tab
  - Buffers
  - Chat
  - Heat Maps
  - Navigation:
    - Mouse Scroll Wheel to Zoom
    - Searching:
      - Address/Point of Interest
      - Retain Search Results on Map with Other Feeds
      - Special Events Tab
      - Support Tab
- MAP VIEWS
  - Aerial
  - Hybrid
  - Road
  - Whiteboard
  - Blackboard

**Term License-Pilot (101-12-11-0265-000):**

Six weeks of access to the JARVISS platform to include threat notification, incident management, threat reporting, asset assessment, mobile applications, and workspace contextual layers. Limited to no more than 25 users and creation of one risk profile.

**Named Users based on License User Types:**

**Term License-Full User License (101-12-11-0261-000):** Access to Dashboards, Threat Reporting Tab, Workspace Tab, Reports Tab, Assets Tab, Support Tab, and Mobile Application.

**Term License-Limited User License (101-12-11-0262-000):** Access to Dashboards, Threat Reporting Tab, and Support Tabs. The ability to submit reports and receive threat notifications, incident reports and Mobile application.

**Term License-Concurrent License (101-12-11-0263-000):** Access to the system by an organization that requires more than one user to log in to the system on the same account. A concurrent user license shall have all the features available to a full user and system login times of up to 12 hours.

**Term License-Admin License (101-12-11-0264-000):** User with administrative rights to the system will have a full user license with the ability to authorize new user accounts, delete old accounts, lock accounts, and delete posted content. Additionally, the administrator will have the ability to audit accounts and retrieve an activity report for users.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-12-11-0264-000	Term License - JARVISS Admin. User License (Per user/contact)	User	\$1,712.85	\$1,712.85
511210	Everbridge, Inc	101-12-11-0263-000	Term License - JARVISS Concurrent User License (Per user/contact)	User	\$3,012.59	\$3,012.59
511210	Everbridge, Inc	101-12-11-0261-000	Term License - JARVISS Full User License (per user/contact)	User	\$1,712.85	\$1,712.85
511210	Everbridge, Inc	101-12-11-0262-000	Term License - JARVISS Limited User License (per user/contact)	User	\$110.83	\$110.83
511210	Everbridge, Inc	101-12-11-0265-000	Term License - JARVISS Pilot (Fixed package) (One-Time Fee)	EA	\$25,264.48	\$25,264.48

**Term License-Custom from Email Address - 101-04-11-1072-000**

This premium feature enables a client to use a custom FROM EMAIL address in all notifications sent from the Everbridge platform instead of the default FROM EMAIL address used by the Everbridge application. The Everbridge application will use the Custom from Email Address in all notifications and administrative emails such as Forgot Password emails. This feature may benefit clients who: 1) require all emails entering client network to contain a client domain in the FROM EMAIL parameter; 2) who require the FROM EMAIL address in all emails to contain a static (unchanging) value; or, 3) are experiencing low confirmation rates from notification recipients who will not open or respond to emails from unknown sources.

**Key Capabilities Include:**

- A client can implement the same Custom from Email Address in all Organizations or can implement a different Custom from Email Address for each Organization.
- Relies on client domain or subdomain SPF record.
- Client must own Internet domain or subdomain used in Custom from Email Address.

- Client must manage DNS records for domain or subdomain used in Custom from Email Address.
- Client can use the same Custom from Email Address in all Everbridge Suite Organizations.
- Client can use a different Custom from Email Address in each Everbridge Suite Organization.

**Term License-Everbridge Hosted Email Domain - RENEWAL ONLY - 101-01-11-1035-000**

This premium feature provides an email subdomain which Everbridge hosts for a customer’s notifications.

**Term License-Everbridge IPAWS Notification - 101-01-11-1002-000**

Through integration with FEMA, this premium feature allows authorized clients to send alerts to the IPAWS gateway (EAS, WEA, etc.).

**Term License-Premium Audio Bulletin Board - 101-01-11-1087-000**

This premium feature enables alert recipients to retrieve an audio message at their convenience. It is similar to a voice mail system: you leave a message and others retrieve the message. Includes access to one dedicated toll-free number for message retrieval.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-04-11-1072-000	Term License - Custom From Email Address (One-Time Annual Fee)	EA	\$2,141.06	\$2,141.06
511210	Everbridge, Inc	101-01-11-1035-000	Term License - Everbridge Hosted Email Domain-Renewal Only	YR	\$2,997.48	\$2,997.48
511210	Everbridge, Inc	101-01-11-1002-000	Term License - Everbridge IPAWS Notification	YR	\$856.42	\$856.42
511210	Everbridge, Inc	101-01-11-1087-000	Term License - Premium Audio Bulletin Board	YR	\$6,423.17	\$6,423.17

**Term License-Everbridge CareConverge - 101-94-11-0247-000; 101-94-11-0201-000; and 101-94-11-0203-000**

Everbridge’s CareConverge for Hospitals allows care teams to coordinate multiple clinicians, technicians, and staff across multiple locations and schedules to respond to the needs of patients efficiently and effectively, leading to increased response times, quality, and patient satisfaction.

**Key Capabilities**

- Unlimited Incident Templates
- Multimodal delivery capabilities to phones, Email, SMS, Push Notifications

- Incident templates with different messages & delivery settings based on each notification phase or time of day
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Dynamic contact path preferences based on time of day
- Dynamic contact path preferences based on individual preferences
- Ability to send standard, polling, or on-the-fly ‘one-touch’ conference call notifications
- Multi-step workflow that prompts users to add required incident details
- Incident communication logging for all broadcast and confirmations
- Incident journal to capture additional details not included in incident communications
- Communication broadcasts and confirmations include audit trails and timestamps
- Search across incidents using status, user, type and date
- Real-time incident dashboard for operators showing all open incidents
- Unlimited individual on-call schedules for on-call Registered End-users
- Ability to set minimum staffing requirements and view shifts to see if these requirements have been met.
- Ability to assign shift quotas based on certification and skill.
- Configurable automatic shift rotation.
- Mobile schedule management
- Ability to import/export schedules from other systems via .ics.
- Scenario manager to send different messages to different audiences
- Unlimited access to Everbridge secure communication platform (Secure Collaboration) for Registered Endusers1
- Video calling for telemedicine
- Image sharing
- Text messaging
- Group messaging
- Voice calls using VOIP
- Mobile device access
- Desktop access
- Quick Registration
- Incident chat
- Customizable directories
- Standard reports as well as flexible custom reporting capability
- Audit conversation history

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-94-11-0247-000	Term License - CareConverge for Hospitals up to 149 beds	YR	\$15,329.97	\$15,329.97

511210	Everbridge, Inc	101-94-11-0201-000	Term License - CareConverge for Hospitals for 150 - 599 beds (Minimum dollar value per single order is no less than 150 beds. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum beds.)	Bed	\$303.17	\$45,476.07
511210	Everbridge, Inc	101-94-11-0203-000	Term License - CareConverge for Hospitals for 600 or more beds (Minimum dollar value per single order is no less than 600 beds. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum beds.)	Bed	\$264.63	\$158,780.86

### Term License-Everbridge Supply Chain Module - 100-80-11-9013-000

The Visual Command Center Supply Chain Module is an add-on to Visual Command Center that helps businesses and organizations quickly identify potential threats to their supply chain assets and provides tools to assess and take action to mitigate impacts. The Supply Chain Module alerts organizations about potential threats to routes and route stops using a combination of asset and risk event data visualized via a map-based interface. The Supply Chain Module then provides capabilities to quickly assess and take action on risk events that pose a threat using contextual data and integration into Incident Communication, Crisis Management, and collaboration capabilities via the Everbridge suite. Using the Visual Command Center Supply Chain Module, organizations are able to be more proactive when managing critical events which helps them keep their supply chain safe and operational.

Visual Command Center Pro and Risk Center is required to use the Supply Chain Module – All supply chain functionality is delivered directly within the Visual Command Center user interface.

#### Key Capabilities Include:

- Access to Supply Chain assets (stops, routes, and origin-destination pairs) via the Operator Console
- Access to Supply Chain-specific contextual data
- Leverages the Customer’s existing Visual Command Center Contact and Asset Data Stores
- Access to Visual Command Center “Manage Supply Chain” feature to load supply chain assets
- Visualization of supply chain stops, routes, and O-D pairs
- Supply Chain Data Pack:
  - Global Ports
  - Rail Lines (North America)
  - Global Shipping Lanes
- Supply Chain Asset Types:
  - Route Stops
  - Origin-Destination Pairs

○ Routes

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9013-000	Term License - Supply Chain Module	YR	\$42,821.16	\$42,821.16

**Term License-Alertus Urgent Alerts - 101-01-11-1037-000**

When communicating across your organization, sending critical information to your workforce quickly and effectively requires multiple delivery channels. Everbridge’s Urgent Desktop™ delivers alerts to your workforce’s computer screens in seconds; to ensure timely delivery, high visibility and optimal impact of your messages. Urgent Desktop delivers emergency notifications in a rapid and reliable way.

Key Capabilities Include:

- Visibly overrides existing computer screens to display urgent notifications; the recipient must acknowledge the alert before resuming any activity on their computer
- Customizable to include your organization’s logo to confer a trusted voice
- Alert confirmations and acknowledgement reporting
- Simple, scalable implementation with hands-on expert support

**Term License-Alertus Premier Desktop & Digital Signage Client - 101-01-11-1038-000**

Includes all of the capabilities of Alertus Urgent Alerts, users of Everbridge’s Premier Desktop & Digital Signage Client plus the following Key Capabilities:

- Ability to send notification to devices other than computers, such as digital signage
- Multimedia notification
- Map-based notification targeting
- ThreatWatcher RSS feed from the National Oceanic and Atmospheric Administration (NOAA)

**Term License-Alertus VOIP Notifications - 101-01-11-1039-000**

Allows organizations to send emergency notifications to all phones in a defined paging group.

- Alert plays a recorded message or an audio tone over phone’s speaker until canceled
- Stationary or scrolling text can be displayed
- Audible tone plays over ongoing calls, does not disrupt calls in progress

**Term License-Everbridge Connector for Alertus - 101-01-11-1079-000**

Connector which allows mutual clients of Alertus and Everbridge to integrate the two systems so that an Everbridge notification can be published to all Alertus profiles.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-11-1038-000	Term License - Alertus Premier Desktop & Digital Signage Client - Includes Alertus Urgent Alerts	YR	\$4,710.33	\$4,710.33
511210	Everbridge, Inc	101-01-11-1037-000	Term License - Alertus Urgent Alerts	YR	\$2,141.06	\$2,141.06
511210	Everbridge, Inc	101-01-11-1039-000	Term License - Alertus VOIP Notifications	YR	\$7,279.60	\$7,279.60
511210	Everbridge, Inc	101-01-11-1079-000	Term License - Everbridge Connector for Alertus	YR	\$2,141.06	\$2,141.06

**Term License-SLG Premium Audio Bulletin Board - 101-01-11-1099-000**

The Premium Audio Bulletin Board is a feature that enables the constituents to retrieve an audio message at their convenience. It is similar to a voice mail system, and the premium option assigns a dedicated inbound phone number and remove prompt for OrgID. This feature requires one of the following products: Mass Notification Base, Mass Notification Standard, Mass Notification Pro, Safety Connection Base, Safety Connection Pro, Critical Event Management for Safety and Continuity, Critical Event Management for Mobility, or Critical Event Management 360.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-01-11-1099-000	Term License - SLG Premium Audio Bulletin Board	YR	\$1,284.63	\$1,284.63

**Term License-Smart Conference 10 Additional Bridge Lines - 100-04-11-1106-000**

Smart Conference 10 Additional Bridge Lines allows the customer to add 10 additional bridge lines to the Smart Conference. This feature requires one of the following products: Incident Communication, Mass Notification Standard, Mass Notification Pro, Safety Connection Pro, Critical Event Management for Safety and Continuity, Critical Event Management for Mobility, or Critical Event Management 360.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-04-11-1106-000	Term License - Smart Conference 10 Additional Bridge Lines (One-Time Fee)	EA	\$856.42	\$856.42



## **Everbridge Software-Related Services**

Everbridge leverages proven methodologies and domain expertise, honed through more than 1,000 deployments worldwide. We work with you to address the unique challenges of strategic communications within your organizational structure, your operational requirements, and specific training needs. Choose from bundled packages or customized options designed to meet your individual specifications.

### **Term License-TAM (20 Hours per Month) - 101-00-11-8702-000**

- 20 Hours per Month of remote technical account management services geared to help customer obtain more value out of the products and features they have deployed or yet to deploy. These hours do not roll out month to month.

### **Term License-TAM (40 Hours per Month) - 101-00-11-8703-000**

- 40 Hours per Month of remote technical account management services geared to help customer obtain more value out of the products and features they have deployed or yet to deploy. These hours do not rollover month to month.

### **Term License- Dedicated TAM (Recurring)- 101-00-11-8704-000**

- Dedicated Technical Account Manager that is located onsite or remote to provide full-time service support geared to help customer obtain more value out of the products and features they have deployed or yet to deploy. 40 hours/week. These hours expire weekly.

### **Term License- Consulting Services - Per Hour (Remotely Delivered) - 101-00-22-8301-000**

### **Term License-ProServe - CareConverge Base Deployment for 149 or fewer Beds - Healthcare - 101-00-22-8612-000**

Implementation of CareConverge Base for 149 or fewer Beds, with up to 22 hours remote consulting.

### **Term License-ProServe - CareConverge Standard Deployment for 150 - 599 Beds - Healthcare - 101-00-22-8613-000**

Implementation of CareConverge Standard for 150-599 Beds, with up to 50 hours remote consulting.

### **Term License-ProServe - CareConverge Pro Deployment for 600 or more Beds - Healthcare - 101-00-22-8614-000**

Implementation of CareConverge Pro for 600 or more Beds, with up to 88 hours remote consulting.

### **Term License-ProServe - Mass Notification Base Deployment - Higher Education - 101-00-22-8608-000**

Implementation of Mass Notification Base for Higher Education.

**Term License-ProServe - Mass Notification Pro Deployment - Higher Education - 101-00-22-8609-000**

Implementation of Mass Notification Pro for Higher Education.

**Term License-ProServe - Safety Connection Base Deployment - Higher Education - 101-00-22-8610-000**

Implementation of Safety Connection Base for Higher Education.

**Term License-ProServe - Safety Connection Pro Deployment - Higher Education - 101-00-22-8611-000**

Implementation of Safety Connection Pro for Higher Education.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-11-8702-000	Term License - TAM - 20 Hours per Month (Recurring) (One-Time Installation Fee)	EA	\$51,385.39	\$51,385.39
511210	Everbridge, Inc	101-00-11-8703-000	Term License - TAM - 40 Hours per Month (Recurring) (One-Time Installation Fee)	EA	\$102,770.78	\$102,770.78
511210	Everbridge, Inc	101-00-11-8704-000	Term License - Dedicated TAM (Recurring) (One-Time Installation Fee)	YR	\$256,926.95	\$256,926.95
511210	Everbridge, Inc	101-00-22-8301-000	Term License - Consulting Services - Per Hour (Remotely Delivered)	HR	\$278.34	\$278.34
511210	Everbridge, Inc	101-00-22-8612-000	Term License - ProServe - CareConverge Base Deployment for 149 or fewer Beds - Healthcare (One-Time Installation Fee)	EA	\$5,652.39	\$5,652.39
511210	Everbridge, Inc	101-00-22-8613-000	Term License - ProServe - CareConverge Standard Deployment for 150 - 599 Beds - Healthcare (One-Time Installation Fee)	EA	\$14,079.60	\$14,079.60
511210	Everbridge, Inc	101-00-22-8614-000	Term License - ProServe - CareConverge Pro Deployment for 600 or more Beds - Healthcare (One-Time Installation Fee)	EA	\$24,459.45	\$24,459.45
511210	Everbridge, Inc	101-00-22-8608-000	Term License - ProServe - Mass Notification Base Deployment - Higher Education (One-Time Installation Fee)	EA	\$4,624.69	\$4,624.69
511210	Everbridge, Inc	101-00-22-8609-000	Term License - ProServe - Mass Notification Pro Deployment - Higher Education (One-Time Installation Fee)	EA	\$8,941.06	\$8,941.06

511210	Everbridge, Inc	101-00-22-8610-000	Term License - ProServe - Safety Connection Base Deployment - Higher Education (One-Time Installation Fee)	EA	\$6,166.25	\$6,166.25
511210	Everbridge, Inc	101-00-22-8611-000	Term License - ProServe - Safety Connection Pro Deployment - Higher Education (One-Time Installation Fee)	EA	\$10,996.47	\$10,996.47

**Term License-Resident Connection Life Safety – USA - 101-00-11-0246-000**

Everbridge’s Resident Connection Life Safety helps public authorities in the United States reach more of their communities in times of crisis and distribute life-saving communications. Having a direct connection to your community enables you to stay ahead of critical public safety issues and protect the lives of those who count on you. Resident Connection helps make it easier for public safety and emergency managers to reach more of their citizens in their jurisdiction – before, during, and after an incident occurs. This data source is seamlessly integrated within Everbridge Mass Notification and contains Wireless, Landline and VOIP delivery methods for Residents and businesses within your jurisdiction.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-11-0246-000	Term License - Resident Connection Life Safety-USA: Monthly Contact Data Update for State and Local Government (Minimum dollar value per single order is no less than \$4,282.12 or 55556 contacts, whichever is greater.)	Contact	\$0.08	\$4,282.12

**Term License-Business Operations Advanced - 100-30-30-0003-000**

Everbridge Business Operations aggregates thousands of the most trustworthy data sources with an experienced team of analysts to empower organizations to proactively monitor and mitigate risk. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with assets, targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge Business Operations allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- 20 Named Users (additional Named Users can be purchased)
- 50 Asset Types
- 50 Custom Attributes Per Asset or Contact Type
- Additional Alertable Assets can be purchased
- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration
- Embeds Everbridge Risk Intelligence and predefined Notification Workflows in the Visual Command Center user experience
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery; and one (1) staging or testing Organization
- One (1) Contact Data Store Location per Organization
- Unlimited Administrators for Web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Unlimited Notification and Incident templates
- 4 Smart Conference Bridge lines (subject to regional availability)
- Live Operator Message Initiations on your behalf should your ability to use the internet be interrupted
- Risk and Contextual Data fee
- Critical Event Management communications capabilities
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Incident Management to automate incident communication workflows
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops
- Add user-defined Risk Events, with location, category, and date/time
- Publish notifications directly to the desktops (desktop takeover, ticker, screensaver, RSS ticker, pop up alert) and smartphones of employees
- Publish notifications directly to Facebook and Twitter and websites and other services that support API access via HTTPS using Web Posting
- Critical Event Actions: Launch New Critical event, Add Alert to Existing Critical Event. Launch / Edit / Add / Update Task Lists, Launch / Add Incident Communications, View / Add Attached Documents, Add Notes

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-30-30-0003-000	Term License - Business Operations Advanced (Minimum dollar value per single order is no less than \$101,914.36 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$679.43	\$101,914.36

### Term License-Business Operations Essentials - 100-30-30-0001-000

Everbridge Business Operations aggregates thousands of the most trustworthy data sources with an experienced team of analysts to empower organizations to proactively monitor and mitigate risk. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with assets, targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge Business Operations allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

#### Key Capabilities Include:

- 5 Named Users
- 50 Asset Types
- 50 Customer Attributes per Asset or Contact Type
- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act - Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management.
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery.
- One (1) Contact Data Store Location per Organization
- Unlimited Administrators for Web-based portal to initiate messages, reporting, and administration.
- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Unlimited Notification and Incident templates
- 4 Smart Conference Bridge lines (subject to regional availability)
- Live Operator Message Initiations on your behalf should your ability to use the internet be interrupted.

- Risk and Contextual Data feeds
- Critical Event Management communications capabilities
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Incident Management to automate incident communication workflows.
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-30-30-0001-000	Term License - Business Operations Essentials (Minimum dollar value per single order is no less than \$42,821.16 or 10 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$4,282.12	\$42,821.16

**Term License-Business Operations Standard - 100-30-30-0002-000**

Everbridge Business Operations aggregates thousands of the most trustworthy data sources with an experienced team of analysts to empower organizations to proactively monitor and mitigate risk. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with assets, targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge Business Operations allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- 20 Named Users (additional Named Users can be purchased)
- 50 Asset Types
- 50 Custom Attributes Per Asset or Contact Type
- Additional Alertable Assets can be purchased.

- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act - Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration
- Embeds Everbridge Risk Intelligence and predefined Notification Workflows in the Visual Command Center user experience.
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management.
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery; and one (1) staging or testing Organization.
- One (1) Contact Data Store Location per Organization
- Unlimited Administrators for Web-based portal to initiate messages, reporting, and administration.
- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Unlimited Notification and Incident templates
- 4 Smart Conference Bridge lines (subject to regional availability)
- Live Operator Message Initiations on your behalf should your ability to use the internet be interrupted.
- Risk and Contextual Data feeds
- Critical Event Management communications capabilities
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Incident Management to automate incident communication workflows.
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops
- Add user-defined Risk Events, with location, category, and date/time.
- Publish notifications directly to the desktops (desktop takeover, ticker, screensaver, RSS ticker, pop up alert) and smartphones of employees.
- Publish notifications directly to Facebook and Twitter and websites and other services that support API access via HTTPS using 'Web Posting

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-30-30-0002-000	Term License - Business Operations Standard (Minimum dollar value per single order is no less than \$81,360.20 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$542.40	\$81,360.20

## **Term License-People Resilience Essentials - 100-45-45-0001-000**

Everbridge CEM for People Resilience helps organizations quickly locate and communicate with their people. The solution aggregate's geo-location data from HR (Human Resources) systems and the Everbridge Mobile app so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data to improve employee security and provide enhanced information about an employee's location to help keep people safe. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with employees, travelers, assets and targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge CEM for People Resilience allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

### **Key Capabilities Include:**

- 5 Named Users
- 50 Asset Types
- 50 Custom Attributes per Asset or Contact Type
- Up to 5000 Alertable Assets can be purchased
- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act - Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration
- Embeds Everbridge Risk Intelligence and predefined Notification Workflows in the Visual Command Center user experience
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery.
- One (1) Contact Data Store Location per Organization
- Unlimited Administrators for Web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Unlimited Notification and Incident templates
- 4 Smart Conference Bridge lines (subject to regional availability)
- Live Operator Message Initiations on your behalf should your ability to use the internet be interrupted
- Access to Real-Time Dashboard, Notifications and Incidents Library, Everbridge Universe, and Custom Reporting
- Access to customizable mobile buttons
- Access to SOS, Safe Corridor, and Emergency Call in the Everbridge Mobile app to allow contacts to check in and the organization to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Access to Private Incident Zones to geofence and communicate to people based on dynamic locations within a geofence
- Access to Everbridge Open REST API and Email Ingestion (Rate limits apply)



- Risk and Contextual Data feeds
- Critical Event Management communications capabilities
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-45-45-0001-000	Term License - People Resilience Essentials (Minimum dollar value per single order is no less than \$81,360.20 or 50 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$1,627.20	\$81,360.20

**Term License-People Resilience Advanced - 100-45-45-0003-000**

Everbridge CEM for People Resilience helps organizations quickly locate and communicate with their people. The solution aggregate's geo-location data from HR (Human Resources) systems and the Everbridge Mobile app so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data to improve employee security and provide enhanced information about an employee’s location to help keep people safe. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with employees, travelers, assets and targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge CEM for People Resilience allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

**Key Capabilities Include:**

- 20 Named Users (additional Named Users can be purchased)
- 50 Custom Attributes Per Asset or Contact Type
- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act - Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration

- Embeds Everbridge Risk Intelligence and predefined Notification Workflows in the Visual Command Center user experience
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery; and one (1) staging or testing Organization
- One (1) Contact Data Store Location per Organization
- Unlimited Administrators for Web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Unlimited Notification and Incident templates
- 4 Smart Conference Bridge lines (subject to regional availability)
- Live Operator Message Initiations on your behalf should your ability to use the internet be interrupted
- Access to Real-Time Dashboard, Notifications and Incidents Library, Everbridge Universe, and Custom Reporting
- Access to customizable mobile buttons
- Access to SOS, Safe Corridor, and Emergency Call in the Everbridge Mobile app to allow contacts to check in and the organization to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Access to Private Incident Zones to geofence and communicate to people based on dynamic locations within a geofence
- Access to Open Secure FTP for uploading data sets with ‘last known’ location data and Location Data Connectors (e.g. Lenel Connector for OnGuard Access Control System)
- Access to Everbridge Open REST API and Email Ingestion (Rate limits apply)
- Risk and Contextual Data feeds
- Critical Event Management communications capabilities
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops
- Add user-defined Risk Events, with location, category, and date/time
- Publish notifications directly to the desktops (desktop takeover, ticker, screensaver, RSS ticker, pop up alert) and smartphones of employees
- Publish notifications directly to Facebook and Twitter and websites and other services that support API access via HTTPS using Web Posting
- Critical Event Actions: Launch New Critical event, Add Alert to Existing Critical Event. Launch / Edit / Add / Update Task Lists, Launch / Add Incident Communications, View / Add Attached Documents, Add Notes

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-45-45-0003-000	Term License - People Resilience Advanced (Minimum dollar value per single order is no less than \$130,176.32 or 200 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$650.88	\$130,176.32

### Term License-People Resilience Standard - 100-45-45-0002-000

Everbridge CEM for People Resilience helps organizations quickly locate and communicate with their people. The solution aggregate's geo-location data from HR (Human Resources) systems and the Everbridge Mobile app so you can reach out to those employees, contractors or visitors who are potentially at risk. Combining physical access control, mobile application, network access and other location-aware data to improve employee security and provide enhanced information about an employee's location to help keep people safe. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with employees, travelers, assets and targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge CEM for People Resilience allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-threat security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

#### Key Capabilities Include:

- 20 Named Users (additional Named Users can be purchased)
- 50 Custom Attributes Per Asset or Contact Type
- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act - Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration
- Embeds Everbridge Risk Intelligence and predefined Notification Workflows in the Visual Command Center user experience
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery; and one (1) staging or testing Organization
- One (1) Contact Data Store Location per Organization
- Unlimited Administrators for Web-based portal to initiate messages, reporting, and administration

- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Unlimited Notification and Incident templates 4 Smart Conference Bridge lines (subject to regional availability)
- Live Operator Message Initiations on your behalf should your ability to use the internet be interrupted
- Access to Real-Time Dashboard, Notifications and Incidents Library, Everbridge Universe, and Custom Reporting
- Access to customizable mobile buttons
- Access to SOS, Safe Corridor, and Emergency Call in the Everbridge Mobile app to allow contacts to check in and the organization to automate outreach to predefined contacts and to require check-in and location monitoring capabilities within a specific geographic area
- Access to Private Incident Zones to geofence and communicate to people based on dynamic locations within a geofence
- Location Data Connectors (e.g., Lenel Connector for OnGuard Access Control System)
- Access to Everbridge Open REST API and Email Ingestion (Rate limits apply)
- Risk and Contextual Data feeds
- Critical Event Management communications capabilities
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Incident Management to automate incident communication workflows
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops
- Add user-defined Risk Events, with location, category, and date/time
- Publish notifications directly to the desktops (desktop takeover, ticker, screensaver, RSS ticker, pop up alert) and smartphones of employees
- Publish notifications directly to Facebook and Twitter and websites and other services that support API access via HTTPS using Web Posting

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-45-45-0002-000	Term License - People Resilience Standard (Minimum dollar value per single order is no less than \$107,909.32 or 200 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$539.55	\$107,909.32

**Term License-Resilience Insights - 100-80-11-9099-000**

Everbridge Resilience Insights is an add-on to Everbridge’s Critical Event Management (CEM) Suite. Everbridge Resilience Insights provides access to Everbridge’s rich risk intelligence data to deliver actionable insights with precision, agility, and confidence.

Key Capabilities Include:

- A qualifying Critical Event Management (CEM) solution with Visual Command Center and Everbridge Suite are required to use Everbridge Resilience Insights.
- Named Users license for Resilience Insights are aligned with the Named User licenses for the qualifying CEM solution (additional Named Users can be purchased)
- Resilience Dashboards: Risk Events, Risk Alerts, Alert Action, and Response.
- Access to Risk Event, Risk Event and Alerts, Attempts, Incidents and Notification dimensions and measures
- View historical risk event or alert data to discover patterns, trends, and correlations in risks
- Review Alert and Incident response data to measure the effectiveness of communications and overall response to critical events
- Access to All Dashboards, Favorites, My Dashboard and Shared Dashboard folders
- Country, State, and City data mappings for Everbridge RIMC risk event feeds
- Allow users to copy, edit, and create new dashboards
- Share dashboards with other licensed users with Shared Dashboards
- Access to an UX component library containing configurable visualizations and tables that can be added, removed, and edited in dashboards
- Schedule the immediate or recurring delivery of reports of the configured dashboard
- Access to 24-months of historical risk event data

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9099-000	Term License - Resilience Insights (Minimum dollar value per single order is no less than \$17,128.46 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$114.19	\$17,128.46

**Term License-Everbridge Travel Protector - 100-80-11-9103-000**

Everbridge Travel Protector™ helps organizations keep their people safe while traveling. Through risk event correlation with travelers and targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to and mitigate risks that threaten business travelers – locally

and globally. Everbridge Travel Protector™ allows users to send notifications to individuals or groups using lists, travel itinerary based locations, and visual intelligence. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive contact and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Travel Protector™ system.

#### Key Capabilities Include:

- 5 Named Users for web-based portal to administer the system, initiate communications and access reports
- Up to 2 static locations per traveler
- Unlimited travel itinerary based dynamic locations
- Everbridge end-to-end Critical Event Management (CEM) workflow: Assess - Locate - Act - Analyze with integrated CEM Risk Intelligence, Correlation, Automation, and Orchestration
- Embeds Everbridge Risk Intelligence and predefined Notification Workflows in the Visual Command Center user experience.
- Everbridge mobile app for push notifications
- Single Sign on to simplify user & contact access and authentication management
- One (1) production Organization with unlimited nested static and dynamic groups and Everbridge Elastic Infrastructure for message delivery.
- One (1) Contact Data Store Location per Organization
- Unlimited Notification and Incident templates
- Access to Real-Time Dashboard, Notifications and Incidents Library, and Custom Reporting
- Access to the Everbridge Mobile app including SOS, Mobile Check-in, Emergency Call and ability to add Custom Buttons
- Access to Everbridge Open REST API (Rate limits apply)
- Ability to customize the email address that recipients will see for communications originating from Everbridge Travel Protector
- Itinerary ingestion using Travel Location data feed of travel itinerary information from travel management companies, online booking tools, airlines, accommodation providers, rail, and aggregators or manual import.
  - Temporary traveler contact record created if contact match cannot be made.
  - Travel locations creation based on travel itinerary.
- Risk and Contextual Data feeds
- Risk event correlation to travelers and proactive Alerting when a risk event is in proximity to either a traveler's current or planned trip location, up to the number of Travelers purchased
- Country/city intelligence reports with customizable content and risk ratings
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Critical Event Management communications capabilities

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9103-000	Term License - Everbridge Travel Protector (Minimum dollar value per single order is no less than \$43,163.73 or 10 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$4,316.37	\$43,163.73

### **Term License-Travel Protector Add On for CEM People Resilience - 100-80-11-9100-000**

The Everbridge Travel Protector Add-On brings together the best of both worlds – travel risk management and critical event management within a single pane of glass. Through risk event correlation with employees, travelers, assets and targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. Everbridge Travel Protector allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive contact and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

#### Key Capabilities Include:

- Everbridge Travel Protector Add-On is enabled via your critical event management instance.
- Ability to customize the email address that recipients will see for communications originating from Everbridge Travel Protector
- Risk and Contextual Data feeds,
- Risk event correlation to travelers and proactive Alerting when a risk event is in proximity to either a traveler's current or planned trip location, up to the number of Travelers purchased.
- Country/city intelligence reports with customizable content and risk ratings
- Alert Actions: Acknowledge Alerts, Add Notes to Alerts, Assess Context with Alert Selected, Hide All Alerts, Reinstate Alerts, Select Multiple Alerts and Perform Actions on Selected Alerts, Show Distance from Alert to fixed Assets or Contacts, Snooze Alerts, View Alert Log
- Critical Event Management communications capabilities
- Itinerary ingestion using Travel Location data feed of travel itinerary information from travel management companies, online booking tools, airlines, accommodation providers, rail, and aggregators or manual import.
  - Temporary traveler contact record created if contact match cannot be made.
  - Travel locations creation based on travel itinerary.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9100-000	Term License - Travel Protector Add On for CEM People Resilience (Minimum dollar value per single order is no less than \$25,898.24 or 200 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$129.49	\$25,898.24

**Term License-Everbridge Assist - 100-80-11-9101-000**

Our Everbridge Assist™ service provides multilingual 24/7 medical and security assistance in any difficult situation, wherever it may be around the world. Get an immediate response for your employees, no matter the issue. Our one-call comprehensive traveler assistance service is designed to embrace any event that could impact the health, safety or wellbeing of a corporate traveler or expatriate. Our clients and their employees can be assured that with over 30 years’ experience in providing medical and security support; we have encountered virtually every assistance scenario imaginable. Whether serious or minor, each case is managed expertly and with total care. And we work in alignment with your own incident response policies and plans to ensure the service fully supports your agreed processes.

Everbridge Assist, Powered by Anvil

- Annual membership includes access to 24/7 travel, medical, and security assistance
  - Worldwide network of medical partners
  - Custom phone number and email address
  - Custom Standard Operating Procedures
  - Administrative access to case management system
  - One touch dialing for assistance via Everbridge mobile
  - Access to interpreters
  - Travel advice via phone or email
- Cases fees plus cost + 10% will be charged for the following:
  - Travel related incident with assistance required, medical advice via phone or email, medical outpatient, medical inpatient, evacuation or repatriation, repatriation of mortal remains, security assistance
- Secure journey management, occupational health services, medical emergency response plans and consulting services are available and will incur a custom statement of work



SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9101-000	Term License - Everbridge Assist - This is a retainer fee that offers annual membership and access to 24/7 travel, medical, and security assistance for up to 1,000 contacts.	YR	\$6,423.17	\$6,423.17

**Term License-SnapComms Engage - 100-01-19-0003-000**

SnapComms Engage is a comprehensive product suite for all employee communications, enabling you to engage with your employees, increase involvement and inspire performance, run employee engagement campaigns, improve organizational culture, and increase employee compliance whilst capturing feedback and measuring workplace sentiment. Below is a list of key system inclusions with SnapComms Engage.

Key Capabilities Include:

- Unlimited messages sent using:
  - Desktop Alerts
  - Video Alerts
  - Tickers
  - RSS tickers
  - Screensavers
  - Quiz, Survey
  - RSVP Alert
  - Registration Alert
  - Wallpaper
  - Lock Screen
  - Newsletter and Stories
- Unlimited administrators to web-based portal to initiate messages, reporting and administration
- Access to pre-built templates
- Access to custom themes and branding
- Access to Single Sign On

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-01-19-0003-000	Term License - SnapComms Engage (Minimum dollar value per single order is no less than \$5,138.54 or 100 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$51.39	\$5,138.54

**Term License-SnapComms Inform - 100-01-19-0001-000**

SnapComms Inform is a multi-channel communications platform package to ensure important messages achieve cut-through while non-critical messages are delivered in a format that maximizes employee engagement without interrupting workflows and reducing productivity. SnapComms Inform package instantly delivers urgent notifications and operational updates to drive behavioral change, communicate IT outages, promote health and safety best practices, and increase cyber security awareness. Below is a list of key system inclusions with your new SnapComms Inform package.

Key Capabilities Include:

- Unlimited messages sent using:
  - Desktop Alerts
  - Video Alerts
  - Tickers
  - RSS tickers
  - Screensavers
- Unlimited administrators to web-based portal to initiate messages, reporting and administration
- Access to pre-built templates
- Access to custom themes and branding
- Access to Single Sign On

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-01-19-0001-000	Term License - SnapComms Inform (Minimum dollar value per single order is no less than \$3,425.69 or 100 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$34.26	\$3,425.69

### Term License-Crisis Management Solution Pro - 100-12-11-0264-000

Everbridge Crisis Management Solution Pro provides full visibility into incident status and helps to orchestrate all crisis response activities while allowing users to send notifications to individuals or groups using lists, locations, and visual intelligence. It enables organizations to quickly mobilize the right teams and resources in order to accelerate critical event recovery times and help organizations to mitigate the impact of crises and major incidents on life safety, business operations and reputation. The notification functionality allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. It is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Crisis Management Solution Pro.

#### Key Capabilities Include:

- One (1) additional Organization
- # of contacts as indicated on the quote (users count included)
- Unlimited response plans
- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration.
- Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location
- Custom branded opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions.
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Access to Incident Management to automate incident communication workflows.
- Access to Incident Chat for responders to coordinate and collaborate.
- Access to Smart Conference
- Access to Single Sign On to simplify user management.
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops

- Access to Visitor and Customer Engagement 5 (FIVE) Keywords to allow people to opt-in to a database using keywords.
- Access to Email Ingestion or EB Open Broadcast API to distribute up to 100 annual multi-modal notifications.
- Mobile Application - interactive mobile task lists, assignments, alerting, document access (with offline capability)
- Incident Management – manage incidents real time with custom event fields, customized task lists depending on role and type or incident; task status updates; notes, comments, situation reports, audit log and To Do lists.
- Dashboard - Real-time event dashboard showing all open and completed task status, related web content, rich text content; dashboards can be shared to stakeholders and leadership.
- Plan and Document Management - Central repository of plans and tasks
- Folder – Hierarchy-based folder structure with parent-child permission
- Impact Tracker – leverage the form to collect intake information and show full visibility into asset status.
- Form builder - create custom forms such as ICS or SITREP with auto-population, conditional logic, to generate event reports and surveys.
- Dynamic Task Management - Task manager to automate task assignment and add tasks on-the-fly
- Reporting - Real-time reporting for improved situational awareness and easier after-action analysis
- Auditing – Detailed event logging for all tasks and communication
- Response Plan Templates - Safety, Security, Natural, Facility response plan templates
- Exercise Mode – Launch critical events in exercise mode to support training drills and tabletop exercises.
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation Integrated GIS/Map-based, rule-based, group-based, or individual contact selection.
- Ability to send standard, polling, or on-the-fly ‘One-Touch’ Conference Call messages.
- One-screen broadcast creation workflow to speed message creation and reduce human error.
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups.
- Publish notifications directly to Websites and services that support API access via HTTPS using ‘Web Posting’.
- Publish notifications via social media channels (Facebook and Twitter)
- Publish notifications directly to the Smartphones of residents and employees via the Everbridge Mobile app Contact filtering based on custom criteria.
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis Unlimited Mass Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API or via Secure FTP
- Audio Bulletin Board
- 5 Live Operator Message Initiations per year
- 4 Everbridge Basic Conference Bridge Codes
- International Support
  - Globally Local Calling for faster communications using local/regional message initiation.
  - Dynamic Caller ID to customize caller id’s with local number per country or broadcast
  - International Long and Short Codes for SMS delivery
- Active shooter, Shelter in place, Building evacuation, Severe weather & Facility problem message guides and Unlimited Incident communications templates.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-12-11-0264-000	Term License - Crisis Management Solution Pro (Minimum dollar value per single order is no less than \$34,085.64 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$227.23	\$34,085.64

**Term License-Crisis Management Solution Standard - 100-12-11-0263-000**

Everbridge Crisis Management Solution Standard provides full visibility into incident status and helps to orchestrate all crisis response activities while allowing users to send notifications to individuals or groups using lists, locations, and visual intelligence. It enables organizations to quickly mobilize the right teams and resources in order to accelerate critical event recovery times and help organizations to mitigate the impact of crises and major incidents on life safety, business operations and reputation. Its notification is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Crisis Management Solution Standard.

Key Capabilities Include:

- One (1) additional Organization
- # of contacts as indicated on the quote (users count included)
- Unlimited response plans
- Flexible role-based access controls to manage user permissions.
- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration.
- Unlimited Administrators for Manage Bridge Application (iOS, Android) and Mobile Optimized Notification Site
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location
- Custom branded opt-in portal with custom fields and opt-in subscriptions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
- Access to Incident Communication to automate communication workflows.
- Access to Incident Chat for responders to coordinate and collaborate.
- Access to Smart Conference
- Access to Single Sign On
- Mobile Application - interactive mobile task lists, assignments, alerting, document access (with offline capability)
- Incident Management – manage incidents real time with custom event fields, customized task lists depending on role and type or incident; task status updates; notes, comments, situation reports, audit log and To Do lists

- Dashboard - Real-time event dashboard showing all open and completed task status, related web content, rich text content; dashboards can be shared to stakeholders and leadership.
- Plan and Document Management - Central repository of plans and tasks
- Folder – Hierarchy-based folder structure with parent-child permission
- Impact Tracker – leverage the form to collect intake information and show full visibility into asset status.
- Form builder - create custom forms such as ICS or SITREP with auto-population, conditional logic, to generate event reports and surveys.
- Dynamic Task Management - Task manager to automate task assignment and add tasks on-the-fly.
- Reporting - Real-time reporting for improved situational awareness and easier after-action analysis
- Auditing – Detailed event logging for all tasks and communication
- Response Plan Templates - Safety, Security, Natural, Facility response plan templates
- Exercise Mode – Launch critical events in exercise mode to support training drills and tabletop exercises.
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation  
Integrated GIS/Map-based, rule-based, group-based, or individual contact selection.
- Ability to send standard, polling, or on-the-fly ‘One-Touch’ Conference Call messages.
- One-screen broadcast creation workflow to speed message creation and reduce human error.
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups  
Publish notifications directly to Websites and services that support API access via HTTPS using ‘Web Posting’.
- Publish notifications directly to the Smartphones of residents and employees via the Everbridge Mobile app
- Publish notifications via social media channels (Facebook and Twitter)
- Contact filtering based on custom criteria.
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited Mass Notification Templates
- Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API or via Secure FTP
- Audio Bulletin Board
- 5 Live Operator Message Initiations per year
- 4 Everbridge Basic Conference Bridge Codes
- International Support
  - Globally Local Calling for faster communications using local/regional message initiation.
  - Dynamic Caller ID to customize caller id’s with local number per country or broadcast
  - International Long and Short Codes for SMS delivery
- Active shooter, Shelter in place, Building evacuation, Severe weather & Facility problem message guides and Unlimited Incident communications templates.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-12-11-0263-000	Term License - Crisis Management Solution Standard (Minimum dollar value per single order is no less than \$32,544.08 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$216.96	\$32,544.08

### Term License-Redsky E911 Anywhere Network Services - 101-55-55-0003-000

RedSky's E911 Anywhere® is a cloud-based network service that routes 911 calls from any call server in the USA or Canada and sends the detailed location of the caller to emergency dispatchers at the PSAPs and notifies onsite personnel of the 911 calls in progress. This is the base SKU for E911 Anywhere and requires the purchase of the E911 Anywhere User SKU for actual number of users and phones covered by E911 Anywhere.

Usage:

- E911 Anywhere Portal and Emergency Call Routing service with unlimited 9-1-1 calling
- E911 Anywhere User License required per each user or device (hard phone or software)
- Unlimited SMS and email notifications
- Next generation 911 features including built-in Network Discovery capabilities which allow dynamic tracking of devices and users on-premises.
- Will route emergency calls for all on-premises, remote, and nomadic employees.
- Can be used to support any customer environment if they can direct emergency calls to E911 Anywhere.
- Completely cloud-based with no on-premises infrastructure required.

Key Features:

- Accepts all 9-1-1 calls using SIP or PSTN trunking.
- Supports 9-3-3 dialing for testing.
- Supports Cisco, Avaya, Atos Unify, Mitel, Genesys, Broadworks, Microsoft, and other SIP-based call server platforms.
- Tracks nomadic softphone users on and off premise when using the MyE911 application.
- Routes 9-1-1 calls to any PSAP in the USA and Canada based on the location of the caller.
- Fail-over includes an emergency call center staffed 24/7 by trained personnel (extra service charge).
- Accepts real-time location updates from E911 Manager® or Cisco Emergency Responder (CER).
- Sends real-time notifications to security and administrators over email or SMS text messaging. Additional desktop notifications are available with the Enhanced Onsite Notification application.
- Integration with Everbridge's Incident Communications module to create 9-1-1 incidents.
- Barge-in, call monitoring and call recording features with optional Enhanced Notification bundle.

Set-up, Implementation & Support

- Service Activation includes:
  - Account setup within 48 hours
  - RedSky Implementations hours allotted as follows: under 1,000 users - 20 hours, 1K to 100K - 25 hours, 100K or over - 30 hours.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0003-000	Term License - Redsky E911 Anywhere Network Services - Service Activation Fee for E911 Anywhere Network Service for up to 999 ELINs/Users (One-Time Installation Fee)	EA	\$4,967.25	\$4,967.25

**Term License-Redsky E911 Anywhere Users/ELIN - 101-55-55-0004-000**

RedSky’s E911 Anywhere® is a cloud-based network service that routes 911 calls from any call server in the USA or Canada and sends the detailed location of the caller to emergency dispatchers at the PSAPs and notifies onsite personnel of the 911 calls in progress. This subscription SKU is required for the number of Users to be covered by the E911 Anywhere service.

Usage

- Requires the E911 Anywhere® Network Service.
- License required per each user or common area device (hard phone or software)
- Covers up to 10 devices assigned to a user using the same phone number
- MyE911® softphone application included free of charge

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0004-000	Term License - Redsky E911 Anywhere - Users/ELIN (Minimum dollar value per single order is no less than \$899.24 or 50 Users/ELIN, whichever is greater. Everbridge will provide per Users/ELIN discount pricing on a pro-rata basis beyond the minimum purchase value/minimum Users/ELIN.)	User	\$17.98	\$899.24



**Term License-RedSky E911 Anywhere Enhanced Notification for 499 ELINs+Users - 101-55-55-0008-000**

RedSky’s Enhanced Notification is an optional add-on to RedSky’s E911 Anywhere® cloud-based network service used for routing 911 calls and notifying onsite personnel of the 911 calls in progress. Enhanced Notification provides additional notification capabilities, beyond the standard email and SMS notifications included in E911 Anywhere®. Capabilities like call monitoring, barge-in, call recording, desktop notifications and integration with the Everbridge Incident Communications functionality.

Usage

- Requires the E911 Anywhere® service.
- Unlimited Enhanced Onsite Notification (EON) Windows clients.
- Fully cloud-based with no additional on-premises infrastructure required.

Key Features

- Desktop notifications are available with screen popup, siren, and alert acknowledgement with the Windows Enhanced Onsite Notification (EON) desktop application.
- Call monitoring, with voice barge-in capability, for the live 9-1-1 call.
- Call recording, with 30-day retention, of the live 9-1-1 call.
- Integration with Everbridge’s Incident Communications module to create 9-1-1 incidents.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0008-000	Term License - RedSky E911 Anywhere Enhanced Notification for 499 ELINs+Users	YR	\$1,027.71	\$1,027.71

**Term License-Redsky E911 Manager as a Service Enterprise Phone - 101-55-55-0028-000**

RedSky’s E911 Manager® automatically finds the dispatchable location of customer devices as they move throughout the enterprise and eliminates the administration necessary in maintaining an emergency response location database. This subscription SKU covers Enterprise phones located within the campus, typically consisting of hard phones located in common areas or users with strictly a desktop phone.

Usage:

- E911 Manager® software with support for unlimited call server/PBX integrations
- License required per Enterprise phone (hard phone or softphone campus only) or
- Unlimited SMS and email notifications
- Enhanced Onsite Notification (EON) Clients included
- Can pinpoint the location of a 911 caller by associating a dispatchable location to various elements of a customer’s network
- Scalable to thousands of endpoints to meet the complexities of large customer environments
- E911Manager for Nomadic Phones (Mobility Bundle) bundles the RedSky suite together at a per-user cost

Key Features:

- E911 Manager® integrates with leading call servers and supports mixed hardware environments providing a centrally managed E911 system
- Active/Active deployment for a redundant solution
- Provides real-time location tracking of all endpoints (analog, digital, SIP and H.323)
- Integrated and certified with Cisco, Avaya, Atos Unify, Genesys, and Microsoft Skype for Business voice platforms
- Automatically updates all PS-ALI databases in the USA and Canada with accurate phone locations
- Monitors all call servers/PBXs for 9-1-1 calls and sends real-time notifications to security and administrators over email, SMS text messaging, desktop notifications available with the Enhanced Onsite Notification (EON) application
- Layer 3 Network Discovery
- Layer 2 Network Discover - Track devices to the switch or port level
- WiFi tracking with WiFi Software Module
- Can be deployed on a server or virtual machine within the datacenter or as a service via RedSky’s managed private cloud
- Integrates with RedSky’s E911 Anywhere® cloud-based national 9-1-1 call routing service to route 9-1-1 calls to the appropriate emergency response center, based on the location of the caller for any Nomadic User licenses
- Track nomadic softphone users on and off premise

Set-up, Implementation & Support

- Purchase of standard E911 Manager Standard Installation Fee is required

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0028-000	Term License - Redsky E911 Manager as a Service Enterprise Phone (Minimum dollar value per single order is no less than \$6,166.25 or 500 devices, whichever is greater. Everbridge will provide per device discount pricing on a pro-rata basis beyond the minimum purchase value/minimum device.)	Device	\$12.33	\$6,166.25

**Term License-Redsky E911 Manager as a Service Nomadic User - 101-55-55-0029-000**

RedSky’s E911 Manager® automatically finds the dispatchable location of customer devices as they move throughout the enterprise and eliminates the administration necessary in maintaining an emergency response location database. This subscription SKU covers Nomadic Users that are moving on and off the campus, typically consisting of soft phones running on a variety of devices assigned to the users.

Usage:

- E911 Manager® software with support for unlimited call server/PBX integrations
- License required per Nomadic User (with up to 10 devices) including MyE911® client
- Unlimited SMS and email notifications
- Enhanced Onsite Notification (EON) Clients included
- Can pinpoint the location of a 911 caller by associating a dispatchable location to various elements of a customer's network
- Scalable to thousands of endpoints to meet the complexities of large customer environments
- E911Manager for Nomadic Phones (Mobility Bundle) bundles the RedSky suite together at a per-user cost

**Key Features:**

- E911 Manager® integrates with leading call servers and supports mixed hardware environments providing a centrally managed E911 system
- Active/Active deployment for a redundant solution
- Provides real-time location tracking of all endpoints (analog, digital, SIP and H.323)
- Integrated and certified with Cisco, Avaya, Atos Unify, Genesys, and Microsoft Skype for Business voice platforms
- Automatically updates all PS-ALI databases in the USA and Canada with accurate phone locations
- Monitors all call servers/PBXs for 9-1-1 calls and sends real-time notifications to security and administrators over email, SMS text messaging, desktop notifications available with the Enhanced Onsite Notification (EON) application
- Layer 3 Network Discovery
- Layer 2 Network Discover - Track devices to the switch or port level
- WiFi tracking with WiFi Software Module
- Can be deployed on a server or virtual machine within the datacenter or as a service via RedSky's managed private cloud
- Integrates with RedSky's E911 Anywhere® cloud-based national 9-1-1 call routing service to route 9-1-1 calls to the appropriate emergency response center, based on the location of the caller for any Nomadic User licenses
- Track nomadic softphone users on and off premise

**Set-up, Implementation & Support**

- Purchase of standard E911 Manager Standard Installation Fee is required

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0029-000	Term License - Redsky E911 Manager as a Service Nomadic User (Minimum dollar value per single order is no less than \$10,277.08 or 500 User licenses, whichever is greater. Everbridge will provide block discount pricing on a pro-rata basis beyond the minimum purchase value.)	License	\$20.55	\$10,277.08

**Term License-Redsky E911 Manager Standard Installation Fee for E911 Manager - 101-55-55-0040-000**

RedSky’s E911 Manager® automatically finds the dispatchable location of customer devices as they move throughout the enterprise and eliminates the administration necessary in maintaining an emergency response location database. This Installation Fee is required to install and deploy the E911 Manager server software on the customer’s premises.

The Installation and Deployment service includes:

- Software installation on 1 server/VM
- Integrated with 1 Call Server or PBX
- Layer 3/ Wi-Fi tracking
- Maximum of 50 project hours
- E911 Anywhere® installation with Nomadic phone license purchases
- Remote installation of E911 Manager and purchased options.
- Additional project hours are required for Active-Active deployments, additional PBX/Call Server interfaces, and layer 2 network discovery.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0040-000	Term License - Redsky E911 Manager Standard Installation Fee for E911 Manager for installation of up to 9,999 users/devices. (One-Time Installaion Fee)	EA	\$8,564.23	\$8,564.23

**Term License-Redsky E911 Anywhere Block of 10 Emergency Calls to Relay Center (ECRC) - 101-55-55-0006-000**

An emergency 911 call that cannot be connected to the appropriate Public Safety Answering Point (“PSAP”) due to incomplete or missing location data is a “Failed User Emergency 9-1-1 Call.” Failed User Emergency 9-1-1 Calls will be routed to an emergency call response center (“ERC”) that operates 24/7 and is staffed by trained and certified professionals that receive 911 calls which cannot be connected to the appropriate PSAP. The ERC will then, to the extent possible, route the call to the appropriate PSAP, based on the location information communicated by the 9-1-1 Customer will be responsible for and will reimburse RedSky for all expenses associated with any calls that are routed to the ERC (“ERC Expenses”). This SKU allows customers to pre-purchase blocks of 10 ERC calls as part of their initial order or during renewal, as opposed to being billed monthly for the ERC call.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0006-000	Term License - Redsky E911 Anywhere - Block of 10 Emergency Calls to Relay Center (ECRC) (One-Time Fee)	EA	\$856.42	\$856.42

**Term License-Redsky Pre-paid Professional Service Hours 10-hour block - 101-55-55-0036-000**

As part of the E911 Anywhere Network Service activation or E911 Manager Standard Installation, typical setup and installation is covered by those SKUs. In the event an installation is more complex, and beyond the scope of what is included, or the organization requires a custom project, Professional Service hours can be purchased in 10-hour, pre-paid time blocks.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-55-55-0036-000	Term License - Redsky Pre-Paid Service Hours - 10-hour block (One-Time Fee)	EA	\$2,826.20	\$2,826.20

**Term License-Digital Operations Advanced - Full User (xM Platform) - 100-20-20-0003-000**

xMatters by Everbridge is a digital operations platform that enables IT and DevOps professionals to automate and streamline digital service delivery and incident management to accelerate digital transformation and deliver continuous service uptime. With a code-free workflow builder, adaptive approach to incident management, and real-time performance analytics xMatters' supports a single goal: deliver customer happiness at any scale. Key capabilities include on-call management, incident response & management, service intelligence, AI-powered insights, workflow automation, and reporting & analytics. xMatters' globally available and secure cloud infrastructure supports teams of limitless size. Digital Operations Advanced includes the top license tier (xMatters Advanced) with enterprise features like longer data retention, additional privacy capabilities and an integrated continuous improvement process to keep digital services available and ITSM processes flowing.

**Full users** are defined as users within an account and/or instance. Each user can be provisioned to login and access the account, initiate manual message workflows, initiate and work incidents, access development features if authorized and interact with 2-way messaging on all supported communication channels (email, SMS, phone, etc.).

**Full users** are in contrast to **stakeholder users**, which are covered by another SKU.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-20-20-0003-000	Term License - Digital Operations Advanced - Full User (xM Platform) (Minimum dollar value per single order is no less than \$60,634.76 or 100 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$606.35	\$60,634.76

**Term License-Digital Operations - Stakeholder User (xM Platform) - 100-20-20-0004-000**

xMatters by Everbridge is a digital operations platform that enables IT and DevOps professionals to automate and streamline digital service delivery and incident management to accelerate digital transformation and deliver continuous service uptime. With a code-free workflow builder, adaptive approach to incident management, and real-time performance analytics xMatters’ supports a single goal: deliver customer happiness at any scale. Key capabilities include on-call management, incident response & management, service intelligence, AI-powered insights, workflow automation, and reporting & analytics. xMatters' globally available and secure cloud infrastructure supports teams of limitless size. Digital Operations Advanced includes the top license tier (xMatters Advanced) with enterprise features like longer data retention, additional privacy capabilities and an integrated continuous improvement process to keep digital services available and ITSM processes flowing.

**Stakeholder users** are defined as users who have the ability to receive 1-way messages on all supported communication channels (email, SMS, phone, etc.), but are not enabled for response options therefore, they cannot respond to them. In addition, these users do not have the ability to initiate any manual messaging workflows in the product (predefined or custom) or initiate or work incidents, as they can only receive messages.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-20-20-0004-000	Term License - Digital Operations - Stakeholder User (xM Platform) (Everbridge will provide per contact discount pricing on a pro-rata basis.)	Contact	\$50.64	\$50.64

**Term License-Digital Operations - Stakeholder User (EVBG ITA Platform) - 100-20-20-0007-000**

IT Alerting provides an Enterprise closed-loop incident response automation solution backed up by multiple patented technologies. The platform integrates and automates communications, collaboration and orchestration processes for ServiceOps, IT Security Ops, DevOps, and Disaster recovery Ops for faster recovery and delivery. IT Alerting capabilities

include group and calendar management, on-call scheduling, automated escalation, pinless conference bridges, ChatOps, workflow automation, analytics and reporting. The solution is offered as a cloud service based on the secure, highly available, resilient, and globally scalable Everbridge CEM platform.

Stakeholder users can receive communications. They are not allowed access to the manager portal to perform IT functions.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-20-20-0007-000	Term License - Digital Operations - Stakeholder User (EVBG ITA Platform) (Everbridge will provide per contact discount pricing on a pro-rata basis.)	Contact	\$50.64	\$50.64

**Term License-Digital Operations Essentials - Full User (xM Platform) - 100-20-20-0001-000**

xMatters by Everbridge is a digital operations platform that enables IT and DevOps professionals to automate and streamline digital service delivery and incident management to accelerate digital transformation and deliver continuous service uptime. With a code-free workflow builder, adaptive approach to incident management, and real-time performance analytics xMatters’ supports a single goal: deliver customer happiness at any scale. Key capabilities include on-call management, incident response & management, service intelligence, workflow automation, and reporting & analytics. xMatters' globally available and secure cloud infrastructure supports teams of limitless size. Digital Operations Essentials includes the entry-level license tier (xMatters Starter), providing scalable incident response and management for teams.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-20-20-0001-000	Term License - Digital Operations Essentials - Full User (xM Platform) (Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$92.49	\$92.49

**Term License-Digital Operations Standard - Full User (EVBG ITA Platform) -100-20-20-0005-000**

IT Alerting provides an Enterprise closed-loop incident response automation solution backed up by multiple patented technologies. The platform integrates and automates communications, collaboration and orchestration processes for ServiceOps, IT Security Ops, DevOps, and Disaster recovery Ops for faster recovery and delivery. IT Alerting capabilities include group and calendar management, on-call scheduling, automated escalation, pinless conference bridges, ChatOps,

workflow automation, analytics and reporting. The solution is offered as a cloud service based on the secure, highly available, resilient, and globally scalable Everbridge CEM platform.

**Full users** are allowed access to the manager portal to initiate communications, view reports, configure the system and perform other IT functions.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-20-20-0005-000	Term License - Digital Operations Standard - Full User (EVBG ITA Platform) (Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$328.87	\$328.87

**Term License-Digital Operations Standard - Full User (xM Platform) - 100-20-20-0002-000**

xMatters by Everbridge is a digital operations platform that enables IT and DevOps professionals to automate and streamline digital service delivery and incident management to accelerate digital transformation and deliver continuous service uptime. With a code-free workflow builder, adaptive approach to incident management, and real-time performance analytics xMatters’ supports a single goal: deliver customer happiness at any scale. Key capabilities include on-call management, incident response & management, service intelligence, workflow automation, and reporting & analytics. xMatters' globally available and secure cloud infrastructure supports teams of limitless size. Digital Operations Standard includes the mid-level license tier (xMatters Base) with additional features for managing larger multi-team environments and additional service automation capabilities.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-20-20-0002-000	Term License - Digital Operations Standard - Full User (xM Platform) (Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$400.81	\$400.81

**Term License-Digital Operations Connect - Full User (xM Platform) - 101-00-11-8812-000**

xMatters by Everbridge is a digital operations platform that enables IT and DevOps professionals to automate and streamline digital service delivery and incident management to accelerate digital transformation and deliver continuous service uptime. With a code-free workflow builder, adaptive approach to incident management, and real-time performance analytics xMatters’ supports a single goal: deliver customer happiness at any scale. Key capabilities include on-call



management, incident response & management, basic service intelligence, workflow automation, and reporting & analytics. xMatters' globally available and secure cloud infrastructure supports teams of limitless size. Digital Operations Connect combines select features from Digital Operations Essentials (xMatters Starter) and Digital Operations Standard (xMatters Base) to provide support other products that provide event management, incident management, issue tracking and other workflows in larger multi-team environments.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-11-8812-000	Term License - Digital Operations Connect - Full User (xM Platform) (Minimum dollar value per single order is no less than \$1,952.64 or 10 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$195.26	\$1,952.64

**Term License-ProServ - Digital Operations Data Sync (xM Platform) - 100-00-20-0003-000**

Designed to help you get the most from your xMatters subscription as quickly as possible, this Professional Services package includes the essentials for you to successfully implement a user and group data synchronization with xMatters in a production environment.

This offering includes all the necessary tasks to implement the following scope:

- A Professional Services-led implementation of User and Group data synchronization
- User and Group Data Synchronization Planning
- Data Synchronization Implementation
- User Acceptance Testing and Go Live Support

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0003-000	Term License - ProServ - Digital Operations Data Sync (One-Time Fee)	EA	\$8,564.23	\$8,564.23

**Term License-ProServ - Digital Operations T&M Pay-As-You-Go (Per Hour) - 100-00-20-0004-000**

\*\* There is no Inclusion Sheet/standard description. This is sold as a variable number of hours with no named deliverables (a SOW will define the scope & cost)

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0004-000	Term License - ProServ - Digital Operations T&M Pay-As-You-Go (Per Hour)	EA	\$256.93	\$256.93

**Term License-ProServ - Digital Operations T&M Prepaid (Per Hour) - 100-00-20-0005-000**

\*\* There is no Inclusion Sheet/standard description. This is sold as a variable number of hours with no named deliverables (a SOW will define the scope & cost)

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0005-000	Term License - ProServ - Digital Operations T&M Prepaid (Per Hour)	EA	\$231.23	\$231.23

**Term License-Digital Operations Advanced – Full User (EVBG ITA Platform) – 100-20-20-0006-000**

IT Alerting provides an Enterprise closed-loop incident response automation solution backed up by multiple patented technologies. The platform integrates and automates communications, collaboration, and orchestration processes for ServiceOps, IT Security Ops, DevOps, and Disaster recovery Ops for faster recovery and delivery. IT Alerting capabilities include group and calendar management, on-call scheduling, automated escalation, pinless conference bridges, ChatOps, workflow automation, analytics, and reporting. The solution is offered as a cloud service based on the secure, highly available, resilient, and globally scalable Everbridge CEM platform.

Full users are allowed access to the manager portal to initiate communications, view reports, configure the system and perform other IT functions.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-20-20-0006-000	Term License - Digital Operations Advanced - Full User (EVBG ITA Platform)	YR	\$513.85	\$513.85

## **Term License-Digital Operations TAM – Platinum (Annual Fee) - 101-00-22-8717-000**

The Technical Account Manager (TAM) program is an annual service engagement that provides a part-time technical consultant to partner with the client team. Designed to help our clients get the most from their Everbridge Digital Operations subscription, the TAM plays a pivotal role in client success as an Everbridge Digital Operations expert equipped with technical solution and industry expertise and best practices. TAMs help our clients refine, improve, and automate their Critical Event Management program to realize the most value possible from their Everbridge Digital Operations investment.

### **Business Value**

This offering includes a wide range of possible services, as shown below, that are guided by the client's technical and business priorities and are mutually agreed upon in the TAM success plan. Example focus areas and services may include:

- Product Adoption and Process Improvement
- Administration and Configuration
- Integration Support

### **Success Plan Workshop**

The TAM engagement begins with a Success Plan Workshop to define the specific objectives and TAM success criteria with the client stakeholders:

- Implementation status of the Digital Operations platform
- Any outstanding issues from the Digital Operations implementation
- Client presentation of their as-is and to-be processes
- Overall Digital Operations success criteria
- Client presentation of their strategic vision
- Client's current business objectives as compared to current usage patterns
- Art of the possible

The objective of the workshop is to define the client's Digital Operations roadmap and define a success plan for the TAM to assist the client team with driving organizational adoption and growth through best practices and recommendations for improvement. Additionally, we want to identify ways for the client to address more business needs with their current Digital Operations investment. Out of the workshop we will deliver our findings in a report that defines the TAM success plan and agreed upon services.

### **Delivery Scope**

- Strategic planning focus
- Evaluation usage, strategic training and configuration recommendations
- Process improvements, organizational change and adoption
- Recommendation tracking, measuring continuous improvement
- Monthly Executive Summary report
- Weekly status report
- Oversight assistance with product configuration and tuning tasks and client environment backups
- Development project oversight for integration expansion
- Tactical support with steady-state product usage

- User training: planning, support and/or delivery

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8717-000	Term License - Digital Operations TAM - Platinum (Annual Fee)	YR	\$126,750.63	\$126,750.63

### Term License-Digital Operations TAM – Gold (Annual Fee) - 101-00-22-8718-000

The Technical Account Manager (TAM) program is an annual service engagement that provides a part-time technical consultant to partner with the client team. Designed to help our clients get the most from their Everbridge Digital Operations subscription, the TAM plays a pivotal role in client success as an Everbridge Digital Operations expert equipped with technical solution and industry expertise and best practices. TAMs help our clients refine, improve, and automate their Critical Event Management program to realize the most value possible from their Everbridge Digital Operations investment.

#### Business Value

This offering includes a wide range of possible services, as shown below, that are guided by the client’s technical and business priorities and are mutually agreed upon in the TAM success plan. Example focus areas and services may include:

- Client advocate to the Digital Operations product management team
- Review support requests and product usage for process improvement, automation and training opportunities
- Recurring product roadmap review
- Align and manage applicable client technical and business priorities to the Digital Operations configuration, usage and automation
- Regularly scheduled executive strategic plan reviews

#### Success Plan Workshop

The TAM engagement begins with a Success Plan Workshop to define the specific objectives and TAM success criteria with the client stakeholders:

- Implementation status of the Digital Operations platform
- Any outstanding issues from the Digital Operations implementation
- Client presentation of their as-is and to-be processes
- Overall Digital Operations success criteria
- Client presentation of their strategic vision
- Client’s current business objectives as compared to current usage patterns
- Art of the possible

The objective of the workshop is to define the client’s Digital Operations roadmap and define a success plan for the TAM to assist the client team with driving organizational adoption and growth through best practices and recommendations for

improvement. Additionally, we want to identify ways for the client to address more business needs with their current Digital Operations investment. Out of the workshop we will deliver our findings in a report that defines the TAM success plan and agreed upon services.

**Delivery Scope**

- Strategic planning focus
- Evaluation usage, strategic training and configuration recommendations
- Process improvements, organizational change and adoption
- Recommendation tracking, measuring continuous improvement
- Monthly Executive Summary report

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8718-000	Term License - Digital Operations TAM - Gold (Annual Fee)	YR	\$41,108.31	\$41,108.31

**Term License-ProServ - Digital Operations Platinum (xM Platform) - 100-00-20-0009-000**

Designed to help you get the most from your xMatters subscription, this Professional Services package combines Administration workshops with implementation best practices and support. This approach enables you to accelerate the overall time-to-value and quickly realize a return on your investment. The process includes the training and configurations necessary to enable you to quickly use xMatters in a production capacity.

**Scope**

This offering presumes ‘straight-through’ work with dedicated Client resourcing. The tasks may be adjusted based on specific Client requirements, customizations or timeframes, through change management procedures.

This offering includes all the necessary tasks to implement the following scope:

- Onboarding readiness, planning and project management
- Client-specific onboarding configuration and administrator training
- A Professional Services-led implementation of a single published integration (as-built without customization) between xMatters and the Client’s selected system
- User and Group data synchronization
- Success Plan Workshop

**Milestones**

- Onboarding Readiness, Planning and Project Management
- Administrator Onboarding and Training
- Integration Planning
- Integration Implementation
- Data Synchronization
- User Acceptance Testing and Go Live Support

- Success Plan Workshop

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0009-000	Term License - ProServ - Digital Operations Platinum (xM Platform) (One-Time Installation Fee)	EA	\$51,385.39	\$51,385.39

**Term License-ProServ - Digital Operations Gold (xM Platform) - 100-00-20-0008-000**

Designed to help you get the most from your xMatters subscription, this Professional Services package combines Administration workshops with implementation best practices and support. This approach enables you to accelerate the overall time-to-value and quickly realize a return on your investment. The process includes the training and configurations necessary to enable you to quickly use xMatters in a production capacity.

Scope

This offering presumes ‘straight-through’ work with dedicated Client resourcing. The tasks may be adjusted based on specific Client requirements, customizations or timeframes, through change management procedures.

This offering includes all the necessary tasks to implement the following scope:

- Onboarding readiness, planning and project management
- Online workshop-based onboarding configuration and training
- A Professional Services-led implementation of a single published integration (as-built without customization) between xMatters and the Client’s selected system
- User and Group data synchronization

Milestones

- Onboarding Readiness, Planning and Project Management
- Administrator Onboarding and Training
- Integration Planning
- Integration Implementation
- Data Synchronization
- User Acceptance Testing and Go Live Support

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0008-000	Term License - ProServ - Digital Operations Gold (xM Platform) (One-Time Installation Fee)	EA	\$34,256.93	\$34,256.93

**Term License-ProServ - Digital Operations Silver (xM Platform) - 100-00-20-0007-000**

Designed to help you get the most from your xMatters subscription as quickly as possible, this Professional Services package includes the essentials for you to successfully implement xMatters in production. xMatters will provide a self-service onboarding guide for you to work through and a seasoned consultant to assist with the initial configuration.

Scope

This offering presumes ‘straight-through’ work with dedicated Client resourcing. The tasks may be adjusted based on specific Client requirements, customizations or timeframes, through change management procedures.

This offering includes up to forty (40) hours total to implement the following scope. Hours shall be scheduled in minimum four (4) hour increments.

- Onboarding readiness, planning and project management
- Online workshop-based onboarding configuration
- Ad hoc Professional Services support for the design, development and configuration of the Client’s xMatters instance and integration(s)

Milestones:

- Onboarding Readiness, Planning and Project Management
- Online Administration Workshop
- Ad hoc Professional Services Support

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0007-000	Term License - ProServ - Digital Operations Silver (xM Platform) (One-Time Installation Fee)	EA	\$8,564.23	\$8,564.23

**Term License-ProServ - Digital Operations Platinum (ITA Platform) - 100-00-20-0012-000**

Designed to help you get the most from your IT Alerting subscription, this Professional Services package combines Administration workshops with implementation best practices and support. This approach enables you to accelerate the overall time-to-value and quickly realize a return on your investment. The process includes the training and configurations necessary to enable you to quickly use IT Alerting in a production capacity.

Scope

This offering presumes ‘straight-through’ work with dedicated Client resourcing. The tasks may be adjusted based on specific Client requirements, customizations or timeframes, through change management procedures.

This offering includes all the necessary tasks to implement the following scope:

- Onboarding readiness, planning and project management
- Professional Services support for the configuration of the Client’s IT Alerting environment
- A Professional Services-led implementation of a single published integration (as-built without customization) between IT Alerting and the Client’s selected system, or integration mentoring including access to integration methods such as REST APIs and Email
- Success Plan Workshop

Milestones:

- Onboarding Readiness, Planning and Project Management
- Platform Configuration Planning
- Platform Configuration
- Either, Integration Implementation or Integration Mentoring
- User Acceptance Testing and Go Live Support
- Success Plan Workshop

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0012-000	Term License - ProServ - Digital Operations Platinum (ITA Platform) (One-Time Installation Fee)	EA	\$51,385.39	\$51,385.39

**Term License-ProServ - Digital Operations Gold (ITA Platform) - 100-00-20-0011-000**

Designed to help you get the most from your IT Alerting subscription, this Professional Services package combines Administration workshops with implementation best practices and support. This approach enables you to accelerate the overall time-to-value and quickly realize a return on your investment. The process includes the training and configurations necessary to enable you to quickly use IT Alerting in a production capacity.

Scope



This offering presumes ‘straight-through’ work with dedicated Client resourcing. The tasks may be adjusted based on specific Client requirements, customizations or timeframes, through change management procedures.

This offering includes all the necessary tasks to implement the following scope:

- Onboarding readiness, planning and project management
- Professional Services support for the configuration of the Client’s IT Alerting environment
- A Professional Services-led implementation of a single published integration (as-built without customization) between IT Alerting and the Client’s selected system, or integration mentoring including access to integration methods such as REST APIs and Email

Milestones:

- Onboarding Readiness, Planning and Project Management
- Platform Configuration Planning
- Platform Configuration
- Either, Integration Implementation or Integration Mentoring
- User Acceptance Testing and Go Live Support

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0011-000	Term License - ProServ - Digital Operations Gold (ITA Platform) (One-Time Installation Fee)	EA	\$34,256.93	\$34,256.93

**Term License-ProServ - Digital Operations Silver (ITA Platform) - 100-00-20-0010-000**

Designed to help you get the most from your IT Alerting subscription, this Professional Services package combines Administration workshops with implementation best practices and support. This approach enables you to accelerate the overall time-to-value and quickly realize a return on your investment. The process includes the training and configurations necessary to enable you to quickly use IT Alerting in a production capacity.

Scope

This offering presumes ‘straight-through’ work with dedicated Client resourcing. The tasks may be adjusted based on specific Client requirements, customizations or timeframes, through change management procedures.

This offering includes all the necessary tasks to implement the following scope:

- Onboarding readiness, planning and project management
- Professional Services support for the configuration of the Client’s IT Alerting environment
- Access to integration methods such as REST APIs and Email

Milestones:

- Onboarding Readiness, Planning and Project Management

- Platform Configuration Planning
- Platform Configuration
- Integration Implementation
- User Acceptance Testing and Go Live Support

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-20-0010-000	Term License - ProServ - Digital Operations Silver (ITA Platform) (One-Time Installation Fee)	EA	\$8,564.23	\$8,564.23

**Term License-ProServ - Travel Protector Add On for CEM People Resilience - 100-80-11-9102-000**

The Everbridge Travel Protector™ – Add On Service Package offering is designed to fulfil an organization’s duty of care by protecting employees from potential critical events wherever they travel. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. This service is intended for customers who are adding Everbridge Travel Protector™ to their Everbridge People Resilience solution. Everbridge Travel Protector is integrated into a single production instance of an Everbridge SaaS environment known as an Organization. The standard service includes integration for one Travel Management Company (TMC), Online Booking System or GDS Queue. For non-standard integrations, the client must purchase additional implementation services.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9102-000	Term License - ProServ - Travel Protector Add On for CEM People Resilience (Pricing for the ProServ fee is based on 8.56% of the Annual Subscription Contract Value of Travel Protector Add On with a minimum purchase value of \$2,589.82. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	8.56%	\$2,589.82

**Term License-ProServ - Everbridge Travel Protector - 100-80-11-9104-000**

Overview The Everbridge Travel Protector deployment is designed to fulfil an organizations duty of care to protect their travelling staff by combining travel risk management and critical event management within a single enterprise application. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of

industry expertise. Consulting and configuration services will be provided on Travel Location Data Integration, Pre-Trip Country Reports, Bookings Alerts, Traveller Alerts & Reporting Capabilities. This service is intended for Everbridge CEM Clients who have purchased the Everbridge Travel Protector add-on. Scope Everbridge Travel Protector is integrated into a single production instance of an Everbridge SaaS environment known as an Organization. The standard service includes integration for one Travel Management Company (TMC), Online Booking System or GDS Queue. For nonstandard integrations, the client must purchase additional implementation services.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9104-000	Term License - ProServ - Everbridge Travel Protector (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Everbridge Travel Protector with a minimum purchase value of \$5,179.65. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	10.28%	\$5,179.65

**Term License-ProServe - Crisis Management Solution Standard - 101-00-22-8711-001**

The Everbridge Crisis Management Solution has been constructed to apply years of industry expertise, in-depth system & process knowledge, customized training & delivery of best practices. The service includes a combination of technical consulting, project management and remote training. These services are provided by a team composed of highly experienced, credentialed professionals with years of in the field crisis, incident & communications expertise. SCOPE A Professional Services resource will partner with the customer to configure, deploy, and customize the Crisis Management solution. This includes building a project plan designed to quickly implement all Everbridge system functionality while incorporating response plans and use cases. \*NOTE: Custom form creation is not in scope for this out of the box Crisis Management deployment.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8711-001	Term License - ProServe - Crisis Management Solution Standard (Pricing for the ProServ fee is based on 11.13% of the Annual Subscription Contract Value of Crisis Management Standard with a minimum purchase value of \$7,964.74. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	11.13%	\$7,964.74

**Term License-ProServe - Crisis Management Solution Pro - 101-00-22-8712-001**

The Everbridge Crisis Management Solution has been constructed to apply years of industry expertise, in-depth system & process knowledge, customized training & delivery of best practices. The service includes a combination of technical consulting, project management and remote training. These services are provided by a team composed of highly experienced, credentialed professionals with years of in the field crisis, incident & communications expertise. Scope A Professional Services resource will partner with the customer to configure, deploy, and customize the Crisis Management solution. This includes building a project plan designed to quickly implement all Everbridge system functionality while incorporating response plans and use cases. \*NOTE: Custom form creation is not in scope for this out of the box Crisis Management deployment.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8712-001	Term License - ProServe - Crisis Management Solution Pro (Pricing for the ProServ fee is based on 11.13% of the Annual Subscription Contract Value of Crisis Management Pro with a minimum purchase value of \$7,964.74. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	11.13%	\$7,964.74

**Term License-ProServ - People Resilience Advanced - 100-00-45-0003-000**

The Everbridge People Resilience Advanced Service Package offerings are designed to fulfil your duty of care by protecting employees from potential critical events wherever they work or travel. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. Scope People Resilience allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. People Resilience Advanced is deployed into a single production instance of an Everbridge SaaS environment known as an Organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-45-0003-000	Term License - ProServ - People Resilience Advanced (Pricing for the ProServ fee is based on 11.99% of the Annual Subscription Contract Value of People Resilience Advanced with a minimum purchase value of \$18,224.69. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	11.99%	\$18,224.69

**Term License-ProServ - Business Operations Essentials - 100-00-30-0001-000**

The Everbridge Business Operations Essentials Service Package offerings are designed to build enterprise resilience by enhancing business operations and safeguarding assets. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. Scope Business Operations allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Business Operations Essentials is deployed into a single production instance of an Everbridge SaaS environment known as an Organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-30-0001-000	Term License - ProServ - Business Operations Essentials (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Business Operations Essentials with a minimum purchase value of \$5,138.54.) (One-Time Installation Fee)	EA	10.28%	\$5,138.54

**Term License-ProServ - People Resilience Standard - 100-00-45-0002-000**

The Everbridge People Resilience Standard Service Package offerings are designed to fulfil your duty of care by protecting employees from potential critical events wherever they work or travel. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. Scope People Resilience allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. People Resilience Standard is deployed into a single production instance of an Everbridge SaaS environment known as an Organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-45-0002-000	Term License - ProServ - People Resilience Standard (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of People Resilience Standard with a minimum purchase value of \$12,949.12. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	10.28%	\$12,949.12

**Term License-ProServ - Business Operations Standard - 100-00-30-0002-000**

The Everbridge Business Operations Standard Service Package offerings are designed to build enterprise resilience by enhancing business operations and safeguarding assets. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. Scope Business Operations allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Business Operations Standard is deployed into a single production instance of an Everbridge SaaS environment known as an Organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-30-0002-000	Term License - ProServ - Business Operations Standard (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Business Operations Standard with a minimum purchase value of \$9,736.22. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	10.28%	\$9,763.22

#### Term License-ProServ - Business Operations Advanced - 100-00-30-0003-000

The Everbridge Business Operations Advanced Service Package offerings are designed to build enterprise resilience by enhancing business operations and safeguarding assets. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. Scope Business Operations allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Business Operations Advanced is deployed into a single production instance of an Everbridge SaaS environment known as an Organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-30-0003-000	Term License - ProServ - Business Operations Advanced (Pricing for the ProServ fee is based on 11.99% of the Annual Subscription Contract Value of Business Operations Advanced with a minimum purchase value of \$17,195.50. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	11.99%	\$17,325.44

#### Term License-ProServ - People Resilience Essentials - 100-00-45-0001-000

The Everbridge People Resilience Essentials Service Package offerings are designed to fulfil your duty of care by protecting employees from potential critical events wherever they work or travel. These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise. Scope People

Resilience allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. People Resilience Essentials is deployed into a single production instance of an Everbridge SaaS environment known as an Organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-45-0001-000	Term License - ProServ - People Resilience Essentials (Pricing for the ProServ fee is based on 11.99% of the Annual Subscription Contract Value of People Resilience Essentials with a minimum purchase value of \$1,390.43. Everbridge will provide discount pricing on a pro-rata basis beyond the minimum purchase value.) (One-Time Installation Fee)	EA	11.99%	\$11,390.43

**Term License-Public Communications Standard - US - 100-46-46-0002-000**

Everbridge Public Communications Standard enables government agencies to quickly and reliably send broad or targeted notifications based on lists or location to the public via text, voice, email, and over 100 other modalities. With Everbridge, you are supported by an expandable and redundant infrastructure, industry-leading security and compliance, and real-time visualized intelligence.

Key Capabilities include:

Messaging:

- IPAWS, SMPP-based SMS, email, phone, TTY, FAX, pagers, and Everbridge Mobile app (iOS and Android) delivery methods as part of a multi-modal communication plan.
- Publishing channels to access notifications shared by organizations, post messages to Web sites, posting messages to your Everbridge custom-branded opt-in portal to post messages to Twitter and Facebook accounts, and post audio board messages for easy retrieval by Contacts.

Launching and Managing Messages

- Notifications and Incidents with unlimited templates to manage non-routine and routine alerts.
- Web-based portal to initiate notifications, track responses, and review reports.
- ManageBridge app (iOS, Android) to manage communications while away from your desk.

Collaboration

- Smart Conference (including 4 bridge lines) for resolution of events with global stakeholders.

Contact Management



- Custom branded opt-in portal to collect contact information and subscriptions from your Contacts.
- REST API to automate synchronization of Contact records.
- Secure FTP for bulk managing Contact records via CSV-formatted files.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-46-46-0002-000	Term License - Public Communications Standard - US (Minimum dollar value per single order is no less than \$4,282.12 or 10,000 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$0.43	\$4,282.12

**Term License-Public Communications Advanced – US - 100-46-46-0003-000**

Everbridge Public Communications Advanced enables government agencies to quickly and reliably send broad or targeted notifications based on lists or location to the public via text, voice, email, and over 100 other modalities, including desktop alerts. Communicate and collaborate internally securely. Engage with your community through zip code and keyword opt-in. With Everbridge, you are supported by an expandable and redundant infrastructure, industry-leading security and compliance, and real-time visualized intelligence.

Key Capabilities include:

Messaging:

- IPAWS, SMPP-based SMS, email, phone, TTY, FAX, pagers, Everbridge Mobile app (iOS and Android) and Desktop Alerts delivery methods as part of a multi-modal communication plan.
- Publishing channels to access notifications shared by organizations, post messages to Web sites, posting messages to your Everbridge custom-branded opt-in portal to post messages to Twitter and Facebook accounts, and post audio board messages for easy retrieval by Contacts.
- Custom From Email Address, Dynamic Caller ID per country, and Domestic and International SMS codes to ensure message delivery.
- Remote wiping push notifications from Everbridge Mobile App.

Launching and Managing Messages

- Notifications and Incidents with unlimited templates to manage non-routine and routine alerts.
- Web-based portal to initiate notifications, track responses, and review reports.
- ManageBridge app (iOS, Android) to manage communications while away from your desk.
- Automated weather tracking and alerting.
- Email Ingestion to launch Incidents from remote applications.

- REST API to manage templates, to launch Notifications and Incidents from remote applications, and to automatically retrieve notification results for further processing and decision-making.

Collaboration

- Smart Conference (including 4 bridge lines) for resolution of events with global stakeholders.
- Incident Chat for incident resolution via desktop devices.
- Directory Chat via mobile app for incident resolution while away from the office.

Contact Management

- Community Engagement to ensure the safety of the public through SMS keyword opt-in.
- Custom branded opt-in portal to collect contact information and subscriptions from your Contacts.
- REST API to automate synchronization of Contact records.
- Secure FTP for bulk managing Contact records via CSV-formatted files.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-46-46-0003-000	Term License - Public Communications Advanced - US (Minimum dollar value per single order is no less than \$8,564.23 or 10,000 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$0.86	\$8,564.23

**Term License-ProServe - Safety Connection Pro Deployment - Corporate - 101-00-22-8637-000**

The Everbridge Safety Connection (“SC”) Service Package offerings has been constructed to apply years of industry expertise, in depth system and process knowledge, customized training and delivery of best practices. Deployments are led by an experienced consultant(s) with Critical Event Management (“CEM”) and communications expertise. Our methodology follows a four-stage approach to achieve targeted results. SC is deployed via a single production instance of an Everbridge Software as a Service (“SaaS”) environment known as an organization. An additional single test organization is provisioned to allow the client to test automation for data management and test communications protocols.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8637-000	Term License - ProServe - Safety Connection Pro Deployment - Corporate (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Safety Connection Pro with a minimum purchase value of \$12,846.35) (One-Time Installation Fee)	EA	10.28%	\$12,846.35

**Term License-ProServe - Safety Connection Base Deployment - Corporate - 101-00-22-8636-000**

The Everbridge Safety Connection (“SC”) Service Package offerings has been constructed to apply years of industry expertise, in depth system and process knowledge, customized training and delivery of best practices. Deployments are led by an experienced consultant(s) with Critical Event Management (“CEM”) and communications expertise. Our methodology follows a four-stage approach to achieve targeted results. SC is deployed via a single production instance of an Everbridge Software as a Service (“SaaS”) environment known as an organization. An additional single test organization is provisioned to allow the client to test automation for data management and test communications protocols.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8636-000	Term License - ProServe - Safety Connection Base Deployment - Corporate (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Safety Connection Base with a minimum purchase value of \$7,707.81) (One-Time Installation Fee)	EA	10.28%	\$7,707.81

**Term License-ProServe - Mass Notification Base Deployment - Corporate - 101-00-22-8633-000**

The Everbridge Mass Notification (“MN”) Deployment follows a four-stage project methodology to provide a client with targeted communication to key audiences based upon business use cases. The service includes consulting assistance for system configuration, data management, and message sender training. Deployments are led by experienced consultant(s) with Critical Event Management (“CEM”) and communications expertise. Mass Notification is deployed via a single production instance of an Everbridge Software as a Service (“SaaS”) environment known as an organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8633-000	Term License - ProServe - Mass Notification Base Deployment - Corporate (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Mass Notification Base with a minimum purchase value of \$2,826.20) (One-Time Installation Fee)	EA	10.28%	\$2,826.20

**Term License-ProServe - Mass Notification Pro Deployment - Corporate - 101-00-22-8635-000**

The Everbridge Mass Notification (“MN”) Deployment follows a four-stage project methodology to provide a client with targeted communication to key audiences based upon business use cases. The service includes consulting assistance for system configuration, data management, and message sender training. Deployments are led by experienced consultant(s) with Critical Event Management (“CEM”) and communications expertise. Mass Notification is deployed via a single production instance of an Everbridge Software as a Service (“SaaS”) environment known as an organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8635-000	Term License - ProServe - Mass Notification Pro Deployment - Corporate (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Mass Notification Pro with a minimum purchase value of \$2,826.20) (One-Time Installation Fee)	EA	10.28%	\$2,826.20

**Term License-ProServe - Mass Notification Standard Deployment - Corporate - 101-00-22-8634-000**

The Everbridge Mass Notification (“MN”) Deployment follows a four-stage project methodology to provide a client with targeted communication to key audiences based upon business use cases. The service includes consulting assistance for system configuration, data management, and message sender training. Deployments are led by experienced consultant(s) with Critical Event Management (“CEM”) and communications expertise. Mass Notification is deployed via a single production instance of an Everbridge Software as a Service (“SaaS”) environment known as an organization.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-22-8634-000	Term License - ProServe - Mass Notification Standard Deployment - Corporate (Pricing for the ProServ fee is based on 10.28% of the Annual Subscription Contract Value of Mass Notification Standard with a minimum purchase value of \$2,826.20) (One-Time Installation Fee)	EA	10.28%	\$2,826.20

**Term License-ProServ - Public Communications Standard - 100-00-46-0002-000**

The Everbridge Public Safety Communications Standard Service Package offerings are designed to fulfill your duty of care by protecting residents & visitors from potential critical events wherever they live or work These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-46-0002-000	Term License - ProServ - Public Communications Standard (Pricing for the ProServ fee is based on 11.13% of the Annual Subscription Contract Value of Public Communications Standard with a minimum purchase value of \$2,826.20 for a resident count of over 100,000.) (One-Time Installation Fee)	EA	11.13%	\$2,826.20

**Term License-ProServ - Public Communications Advanced - 100-00-46-0003-000**

The Everbridge Public Communications Advanced Service Package offerings are designed to fulfill your duty of care by protecting residents & visitors from potential critical events wherever they live or work These services are provided remotely by a team composed of highly experienced, credentialed professionals with years of industry expertise.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-00-46-0003-000	Term License - ProServ - Public Communications Advanced (Pricing for the ProServ fee is based on 13.70% of the Annual Subscription Contract Value of Public Communications Advanced with a minimum purchase value of \$2,826.20 for a resident count of over 60,000.) (One-Time Installation Fee)	EA	13.70%	\$2,826.20

**Term License-SnapComms Engage Service - 100-01-19-0004-000**

The SnapComms Engage Service Offering delivers a robust multi-channel communications service for critical and non-critical messages in a format that maximizes employee engagement without interrupting workflows and reducing productivity. The Engage Service onboarding includes the setup and delivery of unlimited messages through Desktop Alerts, Video Alerts, Tickers, Registration Alert, Screensavers, Quiz, Surveys, Wallpaper, Lock Screen and Newsletters and Stories.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-01-19-0004-000	Term License - SnapComms Engage Service (Pricing for SnapComms Engage Service is based on 8.56% of the Annual Subscription Contract Value of SnapComms Engage with a minimum purchase value of \$513.85.) (One-Time Installation Fee)	EA	8.56%	\$513.85

**Term License-SnapComms Inform Service - 100-01-19-0002-000**

SnapComms Inform Service Offering delivers instant communications using attention management principles to ensure important messages achieve cut-through, while non-critical messages are delivered in a format that maximizes employee engagement without interrupting workflows and reducing productivity. The Inform Service Offering includes unlimited messages using Desktop and Video Alerts, Tickers, and RSS tickers.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-01-19-0002-000	Term License - SnapComms Inform Service (Pricing for SnapComms Inform Service is based on 8.56% of the Annual Subscription Contract Value of SnapComms Inform with a minimum purchase value of \$342.57.) (One-Time Installation Fee)	EA	8.56%	\$342.57

### Term License- Mass Notification for Corporate - 101-11-11-0243-000

Everbridge Mass Notification for Corporate allows organizations to implement their global operational or employee alert communication plans for ensuring business resilience and employee safety. Mass Notification for Corporate is supported by state-of-the-art security protocols to protect your data, elastic infrastructure to support your growing needs, advanced mobility, interactive reporting, adaptive people and resource mapping to mirror your organization, automation options, and true enterprise class data management capabilities to provide a wide array of data management options.

### Core Platform Access

- Three (3) Organizations to use for live communications plan and for testing and/or training.
- Unlimited Users, API accounts, Administrators, and Secure FTP clients.
- Single Sign On for controlling access to your Everbridge service.
- Web-based portal to configure your user environment and perform all tasks.

### Key Features

#### Messaging

- SMPP-based SMS, email, phone, TTY, fax, pagers, Everbridge Mobile App (iOS and Android), and Everbridge Desktop App delivery methods as part of a multi-modal communication plan. Voice and phone communications are subject to fair use policy.
- Publishing channels to access notifications shared by public and private organizations, to post messages to Web sites, to post messages to your Everbridge custom-branded opt-in portal, to post messages to your Twitter and Facebook accounts, and to post audio board messages for easy retrieval by your Contacts.
- Custom From Email Address for identifying your organization in email notifications, Dynamic Caller ID per country, and domestic and international SMS codes to ensure message delivery.
- Remote wiping push notifications from Everbridge Mobile App to ensure older messages are removed from the mobile app or to remove all messages when a Contact leaves your organization.
- Integrate your existing corporate mobile app (or similar) with Everbridge Digital App Interface API to push notifications to employees as an additional modality.
- Everbridge Desktop Alerts full screen take over pop-up with five emergency alerting templates designed to interrupt and capture your recipient's attention.

## Launching and Managing Messages

- Notifications and Incidents with unlimited templates to manage non-routine and routine alerts.
- Automated weather tracking and alerting your Contacts to protect your assets and your employees. (United States and Europe only)
- Email Ingestion to launch Incident Templates from remote applications.
- Web-based portal to initiate notifications, track responses, and review reports.
- ManageBridge app (iOS, Android) to launch and manage communications while away from your desk.
- REST API to manage templates, to launch Notifications and Incidents from remote applications, and to automatically retrieve notification results for further processing and decision-making.

## Collaboration

- Incident Chat launched from Incident Templates for 1x1 or group incident resolution via desktop devices.
- Secure Collaboration via mobile app for incident resolution while away from the office.
- Smart Conference (including 4 bridge lines) for resolution of events with global stakeholders.

## Contact Management

- Visitor Engagement to ensure the safety of visitors to your sites through SMS keyword opt-in. (United States only)
- Custom branded opt-in portal to collect contact information and subscriptions from your Contacts.
- REST API to automate synchronization of Contact records.
- Secure FTP for bulk managing Contact records via CSV-formatted files.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-11-11-0243-000	Term License-Mass Notification for Corporate (Minimum dollar value per single order is no less than \$5,523.93 or 150 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$36.83	\$5,523.93

## Term License-Everbridge Risk Center - RENEWAL ONLY - 100-80-11-9093-000

Risk Center combines thousands of the most trustworthy data sources with an experienced team of analysts to empower organizations to proactively monitor and mitigate risk. Built on Everbridge platform, the solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business



continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally.

Key Capabilities Include:

- Send Domestic and International Alerts and Testing Messages
- Unlimited Email and Mobile App Push Notifications
- One (1) additional Organization
- Unlimited response plans
- Named Users
- Global fixed assets
- Real-time incidents with hyper-local data
- Access to Analyst team for real-time updates and up to 8 custom reports
- Delivered in a multi-tenant Software-as-a-Service (SaaS) environment
- Connect to an Everbridge Org
- Access to Operator Console
- Access to Admin Console
- One (1) Contact Data Store in the United States, Germany, or the United Kingdom
- Visualization of up to the number of organizational fixed assets purchased
- Self-service configuration: severity/distance/category
- Acknowledge Alerts; Add Notes to Alerts; Assess Context with Alert Selected; Hide All Alerts, Reinstate Alerts
- Select Multiple Alerts and Perform Actions on Selected Alerts, Snooze Alerts
- Show Distance from Alert to Assets View Alert Log
- View Details on Related Assets
- Filter Alerts using a Map Query, Search, Timeline
- View Acknowledged and Snoozed Alerts
- Data feeds

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9093-000	Term License - Risk Center - Renewal Only (Minimum dollar value per single order is no less than \$29,118.39 or 35 contacts/assets, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$831.96	\$29,118.39

**Term License-Threat View - RENEWAL ONLY - 100-04-11-1034-000**

Threat View powered by NC4 combines the world-class threat assessment intelligence of NC4 with Everbridge’s critical communications suite and global reach. Threat View provides security executives and emergency managers the intelligence and the communications platform needed to quickly assess and disseminate risk-related information.

Key Capabilities Include:

- NC4 threat summary information for up to five geographic locations with a maximum of 10 thresholds
- Single Web interface console to display aggregated information
- Unlimited administrator access to the Everbridge System
- Integrated with Everbridge Mass Notification broadcast features to notify contacts in surrounding areas using phone, email, SMS text, and mobile push notifications
- Configurable thresholds and settings for NC4 Incidents
- Set up alerts based on proximity, severity, and type of NC4 incident
- Define messages and key recipients upon threshold trigger
- Visualize NC4 incident alerts on a map alongside your Everbridge contacts
- Quickly communicate with potentially impacted contacts using map-based targeting

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-04-11-1034-000	Term License - Threat View - Renewal Only	YR	\$2,141.06	\$2,141.06

**Term License-Everbridge Critical Event Management (CEM) for Safety and Continuity - RENEWAL ONLY - 100-80-11-9091-000**

Everbridge Critical Event Management (CEM) for Safety and Continuity aggregates thousands of the most trustworthy data sources with an experienced team of analysts to empower organizations to proactively monitor and mitigate risk. The solution provides powerful visualization and orchestration for managing critical events used in organizational functions such as security, business continuity, supply chain and operations to mitigate or eliminate the impact of risk. Through risk event correlation with assets, targeted real-time alerting, organizations can proactively monitor and analyze incidents and events worldwide, dramatically increasing the ability to respond to risks that threaten people, assets, operations, and organizations – locally and globally. CEM for Safety and Continuity allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. The solution is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Key Capabilities Include:

- Unlimited email notifications
- Unlimited Everbridge mobile app push notifications

- Unlimited usage of Secure Collaboration mobile app encrypted communications
- Global Messaging Credits equal to 10% of the aggregate license fee paid (Each voice call is charged ten Global Messaging Credits per recipient and each SMS message is charged five Global Messaging Credits per recipient)
- Includes Everbridge Risk Center
- Includes Everbridge Mass Notification Pro
- Includes Everbridge Visual Command Center
- Access to Single Sign On to simplify user management
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location
- Self-service configuration: severity/distance/category
- Acknowledge Alerts
- Add Notes to Alerts
- Assess Context with Alert Selected
- Hide All Alerts, Reinstate Alerts
- Select Multiple Alerts and Perform Actions on Selected Alerts, Snooze Alerts
- Show Distance from Alert to Assets View Alert Log
- View Details on Related Assets
- Filter Alerts using a Map Query, Search, Timeline
- View Acknowledged and Snoozed Alerts
- Data feeds
- Custom branded opt-in portal with custom fields and opt-in subscriptions Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting Access to Incident Management to automate incident communication workflows
- Access to Incident Chat for responders to coordinate and collaborate Access to SmartConference audio conference bridging
- Access to Secure Collaboration mobile functionality for chat and texting with one colleague or a group from mobile phones and desktops
- Access to Visitor and Customer Engagement with five Keywords to allow people to opt-in to a database using keywords
- Access to Email Ingestion or EB Open Broadcast API to distribute up to 100 annual multi-modal notifications

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE-Per Unit (with IFF)	GSA PRICE-Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	100-80-11-9091-000	Term License - CEM for Safety & Continuity (Minimum dollar value per single order is no less than \$149,874.06 or 1000 contacts, whichever is greater. Everbridge will provide per contact discount pricing on a pro-rata basis beyond the minimum purchase value/minimum contacts.)	Contact	\$149.87	\$149,874.06

**Term License-Technical Account Manager / Embedded Intelligence Analyst (Recurring) - RENEWAL ONLY - 101-00-11-8706-000**

Augment your organization's capabilities with our combined Technical Account Management (TAM) and Embedded Intelligence Analyst (EIA) Service. This offering grants clients the benefit of a dual role professional, serving both as your TAM and EIA, thereby streamlining operations and optimizing resource allocation. As a TAM, this professional ensures successful adoption and expansion of Everbridge solutions, providing system support, end-user training, strategic planning assistance, system optimization recommendations, issue resolution, and the opportunity to influence future product enhancements. Simultaneously serving as your EIA, they bring comprehensive security capabilities to your organization. Embedded within your team, they focus on threat assessments, risk reports, and monitoring activities pertinent to your unique security challenges. With their background in intelligence communities, corporate intelligence, and military intelligence, you gain a dedicated resource equipped with a vast array of risk intelligence data and cutting-edge tools.

**Key Features:**

- **Dual Role Efficiency:** Experience the advantages of having a single professional who is both a TAM and EIA.
- **End-to-End Service:** From system support to intelligence assessments, this role provides a holistic approach to address your needs.
- **Expertise and Experience:** Leverage their technical expertise in Everbridge products and extensive experience in intelligence analysis.

With this package, not only do you receive technical support for your Everbridge products, but also gain a competitive edge in your security posture. This dual role service, tailored to meet your specific needs, ensures you navigate both the technical and global threat landscape effectively.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-00-11-8706-000	Term License - Technical Account Manager / Embedded Intelligence Analyst (Recurring) - Renewal Only. This SKU is to support Flex hours outside normal buckets. (One-Time Installation Fee)	HR	\$214.11	\$214.11

**Everbridge IT Alerting Recipients - RENEWAL ONLY - 101-05-11-1252-000**

Critical IT events can have significant impact on companies’ operations and on the business users. This can lead to user frustration and higher-than-usual inbound call volumes into the company’s IT support centers. The IT Alerting Recipient license is designed to offer 1-way notifications to all impacted business users (or recipients) who are not expected to actively work on the incident resolution. The notifications are sent from the Everbridge Incident module, a component of Everbridge of IT Alerting in the form of emails, mobile push notification, SMS or Voice.

IT Alerting Recipient licenses are only available to accounts who have IT Alerting Resolver Standard Licenses with the following ratio 20 resolvers/80 recipients.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	UOI	GSA PRICE- Per Unit (with IFF)	GSA PRICE- Minimum Purchase Amount (with IFF)
511210	Everbridge, Inc	101-05-11-1252-000	Term License - IT Alerting Recipients (Per recipient) - Renewal Only	Recipient	\$50.64	\$50.64

**Everbridge, Inc.**  
**GSA End User License Agreement – Software**

This End User License Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (“**Client**”), effective on the date of signature by an authorized signatory on the Quote or other ordering document (“**Effective Date**”). Everbridge and Client are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**.”

**1. SERVICES.**

- 1.1. Orders.** Everbridge shall provide Client access to its proprietary interactive communication solutions (the “**Solutions**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the “**Quote**”) and the applicable Solution documentation (the “**Documentation**”). If applicable, Everbridge shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the “**Services**”. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.
- 1.2. Users; Contacts.** “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or an Included Department. “**Included Department**” means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. “**Contacts**” are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

- 2. PAYMENT TERMS.** Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. All pricing must be consistent with the Schedule Price List. If Client exceeds any role-based numbers, messaging credits or other usage levels consistent with the Schedule Price list. All Professional Services must be used within 12 months from date of purchase.

**3. RESPONSIBILITIES.**

- 3.1. Client Data.** Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions (“**Client Data**”). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

- 3.2. Use of Solutions.** Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Client shall be responsible for ensuring that there is a lawful basis for sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on [www.everbridge.com](http://www.everbridge.com). Client shall promptly notify Everbridge of any unauthorized use of any password or account of which Client becomes aware. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Everbridge personnel.
- 3.3. Data Privacy.** Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. “Privacy Laws” means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.
- 3.4. Data Security.** Everbridge’s IT security and compliance program includes the following standards generally adopted by industry leading providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon request, Everbridge shall provide Client with a copy of its current SSAE 18 SOC 2 report. Everbridge’s security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST. The data security procedures that Everbridge follows when providing the Solutions are included at the following URL: <https://docs.everbridge.com/cdn/legal/Data-Security-Exhibit.pdf>.
- 4. TERM.** The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein.
- 5. SUSPENSION.**
- 5.1. Suspension.** Everbridge may temporarily suspend Client’s access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.
- 6. PROPRIETARY RIGHTS.**

- 6.1. Grant of License.** Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.
- 6.2. Restrictions.** Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.
- 6.3. Reservation of Rights.** The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "IP Rights"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

## 7. CONFIDENTIAL INFORMATION.

- 7.1. Definition.** "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.
- 7.2. Protection.** Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written



consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., “state sunshine” laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

**7.3. Upon Termination.** Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

## **8. WARRANTIES; DISCLAIMER.**

**8.1. Everbridge Warranty.** During the duration of the Term or sixty (60) days after the Effective Date, whichever is longer, Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation during the period the Services are purchased. Everbridge shall provide 24X7X365 Client support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards.

**8.2. Disclaimer.** THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3. SMS Transmission.** CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES (“SMS”), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

## **9. INDEMNIFICATION.**

**9.1. By Everbridge.** Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

**9.2. Indemnification Process.** The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

**10. LIABILITY LIMITS.** To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. Client understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

**11. INSURANCE.** Everbridge will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least \$5,000,000; (ii) Network Technology/Cyber Liability coverage with limits of at least \$5,000,000; and (iii) workers' compensation insurance as required by the state or local law in which the work is performed. Upon request by Client, Everbridge shall provide Client a certificate of insurance evidencing such coverages.

**12. MISCELLANEOUS.**

- 12.1. Non-Solicitation.** As additional protection for Everbridge’s proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.
- 12.2. Force Majeure; Limitations.** See GSA Schedule 70 contract and individual ordering document.
- 12.3. Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the Parties.
- 12.4. Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Client, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.
- 12.5. Governing Law.** This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.
- 12.6. Notices.** Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client’s billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.
- 12.7. No Third-Party Beneficiaries.** There are no third- party beneficiaries to this Agreement.
- 12.8. Survival.** Sections 2, 3.1, 6, 7, 9, 10 11, 12 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.
- 12.9. Equal Employment Opportunity.** Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.
- 12.10. Export Compliant.** Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.
- 12.11. U.S. Government End-Users.** The Solutions and related documentation are “commercial items” as defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R.

227.7202-1 through 227.7202-4, U.S. government Clients and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

**12.12. General.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

## EXHIBIT A

### Additional Business Terms

*The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

#### **If Client Is Ordering Nixle® Products or Community Engagement:**

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, “Public Communications”), (b) use and display Client’s trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client’s website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

#### **If Client Is Ordering Everbridge Suite Products:**

1. **Messaging Credits.** The Solutions include units of usage (“**Messaging Credits**”) for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths (“**Notifications**”). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client’s use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the

end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.

2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
  - SMS Text messages:
    - i. For messages that contain only GSM characters, each 153 characters or portion thereof.
    - ii. For messages that contain any non-GSM characters, each 67 characters or portion thereof.
    - iii. GSM characters include only characters in the GSM 7-bit default alphabet.
    - iv. Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
  - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
  - TTY: One minute per TTY message.
  - Fax: Per page transmitted.
3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.
5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "**Data Feed**" means data content or websites licensed or

provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services. Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf>.

6. **Resident Connection Data.** If a Client is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records (“Resident Connection Data”) in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.

### **Non-Emergency Messaging**

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, and any other similar laws and regulation (collectively, “Consumer Protection Law”). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws.

## **EXHIBIT B**

### **IPAWS- CMAS/WEA Addendum**

*This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

1. **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client’s credentials provided by FEMA (each, an “IPAWS User”), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement (“MOA”) with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User’s right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate (“Digital Certificate”). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys’ fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.

2. **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

**Everbridge, Inc.**  
**GSA End User License Agreement - RedSky**

This End User License Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (“**Client**”), effective on the date of signature by an authorized signatory on the Quote or other ordering document (“**Effective Date**”). Everbridge and Client are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties.**”

1. **The Service.** Subject to the terms and conditions of this Agreement, Everbridge shall provide Client access to the (“**Service**”), which consists of Everbridge’s E911 Anywhere service, and any additional Services, which enables the tracking of IP phone locations, notifications of 911 calls, and the routing of 911 calls originating in the United States to the appropriate United States Public Service Answering Point (“**PSAP**”) based on a location assigned to a phone, endpoint, or Emergency Location Identification Number (“**ELIN**”). The Service includes any Everbridge software, proprietary agent, plug-in, or similar software which Client may be required to download and install to use the Service. The Services are more fully described in applicable Inclusion Sheet(s).
2. **Fees and Invoicing.** Everbridge shall invoice Client annually in advance for all Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from receipt date of invoice. All pricing must be consistent with the Schedule Price List. If Client exceeds any role-based numbers, messaging credits or other usage levels consistent with the Schedule Price list. All Professional Services must be used within 12 months from date of purchase.
  - 2.1. **Fees.** Everbridge will invoice Client for the annual license subscription fees upon Service Activation (defined below). The date of the initial invoice will start the annual license subscription period, which is billable annually, and which date shall be the anniversary date for Service.
  - 2.2. **Service Activation.** Upon execution of this Agreement and Everbridge’s receipt of a Purchase Order, Everbridge will establish an account for Client in the Service and deliver login credentials to the Client. Establishment of an account and delivery of the login credentials constitutes “**Service Activation.**” The Service Activation process is more fully described in the applicable Deployment Service Inclusion Sheet.
  - 2.3. **ERC Expenses.** Client is responsible for and shall pay Everbridge for any calls that are routed to the emergency response center (“**ERC**”). An ERC is an external call center contracted by Everbridge, staffed by trained and certified professionals that receive 911 calls which cannot be connected to the appropriate PSAP due to incomplete or missing location data. Each call that arrives at the ERC will incur a usage charge as detailed in the Quote (“**ERC Expenses**”). Everbridge will notify Client of any ERC calls and associated ERC Expenses within 24 hours of such call and Everbridge will invoice Client monthly for all ERC Expenses. ERC Expenses shall be paid within thirty (30) days from the date of the invoice. Alternatively, Clients may pre-purchase ERC calls as blocks of 10 calls which will be held in an account for the Client and each ERC call will be deducted from the Client’s bank of ERC calls.
3. **Proprietary Rights.**
  - 3.1. **Everbridge Reservation of Rights.** The Service (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws. Everbridge



owns all voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Everbridge by Client, Users, or others in connection with the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Service and all of the foregoing elements thereof are and shall remain solely owned by Everbridge and its respective licensors.

3.2. **Software License & Restrictions.** Subject to the terms of this Agreement, Everbridge grants Client a limited, non-exclusive, non-sublicensable and non-transferable license to use the Service. The Service includes any Everbridge software, proprietary agent, plug-in, or similar software which Client may be required to download and install to use the Service. Client may not nor allow a third party to, sell, transfer, assign, distribute, or make the Service available to any third party, use, copy, modify, reverse engineer, decompile, or otherwise attempt to derive the source code for the Service, or create derivative works of the Service except, in accordance with: (i) this Agreement; or (ii) Client's standard backup procedures; or, (iii) as legally required for interoperability purposes.

4. **Documentation.** Client recognizes and agrees that: (i) the Documentation is the property of Everbridge or its licensors and is protected by copyright, trademark, and other intellectual property laws; (ii) Client does not acquire any right, title, or interest in or to the Documentation except the limited and temporary right to use it as necessary for Client's use of the Service; (iii) Client will not remove, obscure or alter any proprietary notices or labels on the Documentation, the Service or any material made available by Everbridge. "**Documentation**" means all instructions, information manuals, user guides, and other information whether in printed or electronic form, relating to the use and operation of the Service.

#### 5. **Responsibilities.**

5.1. **Client Obligations and Ownership Rights.** Client agrees that Everbridge's obligation to provide the Service is expressly conditioned on Client's performance of all its obligations under this Agreement. Client retains all right, title and interest in and to Client's data ("**Client Data**"). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store, and process Client Data subject to the terms of this Agreement. Client consents to the storage and retention, in Everbridge's database, of Client Data including telephone numbers, location records, and email addresses (if applicable). Client further consents to the transmission of said data in connection with the routing of Client emergency 911 calls. Everbridge may use Client Data to (i) provide the Service, and (ii) derive statistical data.

5.2. **Intended Use.** Client shall use the Service solely for its internal business purposes and will use and will undertake to cause its Users ("**User**" means the Client's user typically an employee, agent, or visitor that uses the Client's telephony system) to use the Service and user interface only for the purposes of establishing locations for Phones, End Points and ELINs and for routing Client 911 emergency calls and for no other purpose. Use of the Service for any purpose other than that contemplated by the Agreement will constitute a material breach and will be grounds for termination.

5.3. **Accurate and Complete User Location Data.** Client expressly acknowledges that it is solely Client's responsibility to enter correct, complete, and current User location data into the Service. Everbridge will provide Client access to the Service through the user interface. Client expressly acknowledges that it is solely Client's responsibility to update such information promptly in response to changes in registered locations via the user interface. User location data will be as specific as possible to provide emergency personnel the information they require. Client acknowledges and understands that failure to maintain the current, correct, and complete physical address and location data in the Service will result in misdirection of Client's emergency calls and delay in the provision of emergency services.

5.4. **Connectivity and Required Facilities and Networks.** Client is responsible for providing, at its cost, all facilities, network connections and trunks required to operate with and interconnect to the Service and user interface. Client is responsible for regularly monitoring and managing its networks and equipment and undertakes to cause its Users to

regularly monitor and manage their networks and equipment to ensure that there is no interruption in connectivity to the Service. Client will promptly notify Everbridge Technical Support by email (with delivery receipt of such email), or voice call for resolution of any connectivity issues that may arise.

5.5. **Notice of Service Affecting Activities.** Client will use and undertakes to cause Users to use commercially reasonable efforts to notify Everbridge ten (10) working days in advance of any scheduled maintenance activities that could affect the Service. Such activities include but are not limited to hardware or software upgrades to voice and data network components.

5.6. **User Support.** Client's support staff will be the primary point of contact for and will address all issues raised by Users. Client's designated personnel may contact Everbridge for issues such as technical support related to call delivery or subscriber provisioning and User configuration updates.

5.7. **ERC Calls.** An emergency 911 call that cannot be immediately connected to the appropriate PSAP due to incomplete or missing User location data (e.g., a phone number not mapped to a location, a phone not found by network discovery, or a MyE911 user that did not set a location) will be routed to an emergency response center (“**ERC**”). The ERC is a 24x7x365 call center, contracted by Everbridge, staffed by trained emergency services operators that provides a failsafe option to manually process User emergency 911 calls. Calls that are routed to the ERC will be answered by trained emergency services operators and to the extent possible routed to the appropriate PSAP based on the location information communicated by the 911 caller.

5.8. **Compliance with Laws.** Each Party agrees to comply with the laws, rules, and regulations applicable to performance of its obligations under this Agreement. It is the Client's responsibility to ensure that it is compliant with any laws, rules and regulations related to 911 emergency calling, including any federal, state, or local statutory or regulatory requirements; and Everbridge specifically disclaims any such obligation. In the event that 911 service limitations or requirements different than those stated in this Agreement are, in Everbridge's reasonable opinion, necessary or advisable based on Everbridge's interpretation of currently evolving 911 service laws, rules and regulations, Client agrees to negotiate modifications to the Agreement as requested by Everbridge, and if agreement respecting the same cannot be reached, Everbridge may terminate the Agreement without liability.

5.8.1. **Data Privacy.** To the extent applicable to 911 service providers, the Parties recognize and shall abide by all applicable Privacy Laws in connection with the operation of the Service. “**Privacy Laws**” includes all U.S. laws, treaties and regulations regarding consumer data protection and privacy. Everbridge does not, under any circumstance, sell any Client Data collected through the Everbridge Service and unless provided otherwise in this Agreement, upon termination of this Agreement all Client Data is destroyed by Everbridge.

5.8.2. **CCPA/CPRA Compliance.** Everbridge is a service provider under the California Consumer Privacy Act of 2018 (Cal. Civ. Code §1798.100, et seq.) (the “**CCPA**”) and the California Privacy Rights Act, 2020 (“**CPRA**”). Everbridge shall not retain or use the personal information of a California resident except for the purpose of performing the Services specified in the Agreement. Everbridge shall not sell, rent, lease, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, personal information of California residents (referred to as “consumers” under the CCPA) to another business, person, or third party for monetary or other valuable consideration. Everbridge shall not disclose personal information of California residents to another business, person, or a third party, except for the purpose of performing Services specified in the Agreement or to the extent such disclosure is permitted hereunder or required by applicable law. Everbridge shall notify Client of any verifiable consumer request within two (2) working days of receiving it and shall assist Client with meeting its CCPA and CPRA

compliance obligations and responding to CCPA/CPRA related inquiries. Everbridge certifies that it understands and will comply with the restrictions of this Section.

6. **Warranty.**

6.1. **Everbridge's Limited Warranty.** During the duration of the Term or sixty (60) days after the Effective Date, whichever is longer, Everbridge warrants to Client that the Service described herein will operate in material conformance with the product specifications in the applicable Inclusion Sheet(s). If it is determined that the Service does not operate in material conformance with the product specifications set forth in the Inclusion Sheet(s), Everbridge will undertake good faith efforts to cure the nonconformity. Client's only remedy in the event of material nonconformity in the Service, or for breach of any warranty is, at Everbridge's option, to either (i) repair the Service, or (ii) provide Client with a pro-rated refund of any prepaid fees from the period of non-conformance.

6.2. **WARRANTY DISCLAIMERS.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, EVERBRIDGE DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. Everbridge does not warrant that the Service will perform without error or that it will run without immaterial interruption. Everbridge makes no warranty and will have no responsibility for any claim arising out of: (i) a modification of the Service(s) made by anyone other than Everbridge unless Everbridge approved such modification in writing; or (ii) use of the Service in combination with any operating system not authorized in the Documentation or product specifications.

7. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EVERBRIDGE'S AGGREGATE LIABILITY, REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE, EXCEED AMOUNTS PAID OR DUE BY CLIENT TO EVERBRIDGE HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY TO LIABILITY FOR NEGLIGENCE AND EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT THESE LIABILITY LIMITS REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN, THE ABSENCE OF WHICH WOULD REQUIRE SUBSTANTIALLY DIFFERENT ECONOMIC TERMS. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE SCHEDULE CONTRACT (I.E. PRICE REDUCTIONS, PATENT INDEMNIFICATION, LIABILITY FOR INJURY OR DAMAGE, PRICE ADJUSTMENT, FAILURE TO PROVIDE ACCURATE INFORMATION).

7.1. CLIENT ACKNOWLEDGES THAT EVERBRIDGE WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM ANY EFFORTS UNDERTAKEN BY EVERBRIDGE OR THE ERC TO CORRECT ANY USER EMERGENCY 911 CALLS THAT ARE ROUTED TO THE ERC, INCLUDING BUT NOT LIMITED TO, THOSE THAT ARE A RESULT OF INCOMPLETE OR MISSING USER LOCATION DATA; THOSE THAT

ARE A RESULT OF INTERRUPTIONS IN THE VOICE CONNECTIVITY BETWEEN THE END USER'S PBX/CALL SERVER AND THE ERC, OR THOSE WHICH THE ERC IS UNABLE TO RE-ROUTE TO THE APPROPRIATE PSAP BECAUSE THE USER CANNOT OR DOES NOT PROVIDE THE ERC WITH VALID OR CORRECT INFORMATION REGARDING THEIR LOCATION.

8. **Limitations of the Service.** Everbridge has advised Client that the Service is used to route 911 emergency calls and that there are limits on the delivery of calls.

8.1. Everbridge has advised, and Client acknowledges that Client may not be able to place 911 calls using the Service:

8.1.1. During any disruption of power at the Client's or a User's location;

8.1.2. During any disruption of internet connectivity to the Client's or a User's location;

8.1.3. During any period in which the Client's or a User's VoIP telephony service provider or Local Exchange carrier has cancelled or suspended delivery of services to Client or a User, as applicable, for any reason (including suspension or cancellation for failure to pay or their default);

8.1.4. During any period of Service outage or failure beyond Everbridge's reasonable control (including natural disasters, wide-spread telephony or Internet network failures or a service failure of Everbridge or its third-party suppliers);

8.1.5. If Client's, or a User's, equipment fails to function, is not properly configured or is defective.

8.1.6. Everbridge has advised, and Client acknowledges, that 911 calls may not be properly routed,

8.1.7. If Client attempts a 911 call from a location different from the Client's then current address stored in the Service;

8.1.8. If incorrect or invalid Client address information is provided or if such information is not updated by the Client in the event of a change in their location;

8.2. Everbridge shall route every 911 VoIP call either with the enhanced location data provided by Client to the appropriate PSAP or ERC, subject to any limitations that are: (a) described in this Agreement, (b) established by the PSAPs, or (c) that present circumstances outside of the Everbridge's commercially reasonable control. Client will advise all individuals who may have occasion to place calls using the Service of the limitations described in this Section.

9. **Indemnification.**

9.1. **Everbridge Indemnification.** Everbridge shall indemnify and defend, or at Everbridge's sole option settle any Claim against Client arising out of an allegation that the Service as provided hereunder infringes on any U.S. patent, or copyright, or misappropriates a trade secret. If (a) any aspect of the Service is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon or misappropriate the United States intellectual property rights of a third party or (b) the continued use of the Service is enjoined, then Everbridge will promptly and at its own cost and expense, at its option: (i) obtain for Client the right to continue using the Service; (ii) modify such aspect of the Service so that it is non-infringing; or (iii) replace such aspect of the Service with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will upon written notice to Client, terminate this Agreement, remove the infringing items, cancel access to the Service and return to Client the balance of any prepaid annual license subscription Fee. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent such claim arises from or is related to: (i) the combination, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Service; or (iii) use of the Service other than as permitted under this Agreement or for a purpose or in a manner

for which the Service was not designed; (iv) use of the Service after receiving notice of a claim that it infringes the rights of a third party.

- 9.2. **Indemnification Process.** The indemnifying party's obligations are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. The remedies set forth in this Section 9 are Client's exclusive remedy for Claims of infringement or misappropriation of an intellectual property right.

## 10. **Confidential Information.**

- 10.1. **Definition.** "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, the Services, and either Party's business and marketing plans, technology and technical information, product designs, reports, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.
- 10.2. **Protection.** Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind, but in no event using less than reasonable care. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.
- 10.3. **Upon Termination.** Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

## 11. **Term And Termination; Suspension**

- 11.1. **Term.** The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein.
- 11.2. **Effect Of Termination.** Termination of this Agreement by either Party will not release Client from any obligation to pay any and all fees and ERC Expenses that accrued prior to the effective date of termination. On

the effective date of termination Everbridge shall be entitled to cancel Service to Client and all accrued fees and ERC Expenses shall be immediately due and payable. If Client terminates for cause, Everbridge will refund the pro-rated balance of the Fee paid in advance for all months beyond the month of termination, provided that such refund shall be Client's sole and exclusive remedy.

11.3. **Suspension.** Everbridge may temporarily restrict Client's or a User's access to the Service, or any portion thereof, effective immediately if Everbridge reasonably believes that the Client or a User Abused the Service or associated technical support resources ("**Abuse**" shall include any use not contemplated by this Agreement or which disrupts the normal operation of the Service for Everbridge or its other Clients). Everbridge may restrict a User's access to the Service by written notice, effective in ten (10) days, if User engages in any activity that would be a material breach of this Agreement if Client engaged in that activity, unless the breach is cured within the ten (10) day period.

11.4. **Survival.** Any right, obligation, or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof.

12. **Maintenance and Support.** Maintenance and support is provided in accordance with Everbridge's then current Maintenance and Support Policy.

### 13. **General Provisions**

13.1. **Export Law Controls; Export Assurance Declaration.** Client will comply with all export and re-export laws, restrictions, and regulations (the "**Export Requirements**") imposed by the governments of the United States or the country to which the Service is delivered to Client. Client will not commit any act or omission that will result in a violation of any Export laws, regulations, or restrictions. Client will comply in all respects with any governmental laws, orders, or other restrictions on the export of Everbridge or its licensor's Service (including any related information and documentation) that may be imposed from time to time by the government of the United States or the country to which the Everbridge or its licensor's Service is delivered. This Section will survive the expiration or termination of the license or this Agreement.

13.2. **Force Majeure.** See GSA Schedule 70 contract and individual ordering document.

13.3. **Notice.** All notices under this Agreement, including notice of address change, must be in writing and will be deemed to have been given when sent by (i) registered mail return receipt requested; or (ii) a nationally recognized overnight delivery service (such as Federal Express) to the addresses included in the signature block.

13.4. **Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Client, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

13.5. **Governing Law.** This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.

13.6. **Severability.** If any provision of this Agreement will be held invalid, illegal, or unenforceable, by a court of competent jurisdiction, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law and the remaining provisions of the Agreement shall continue in full force and effect.

13.7. **Waiver.** Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an explicit written

waiver. No waiver of any default or breach of this Agreement will constitute a waiver of any prior or subsequent default or breach of this Agreement.

- 13.8. **Third Party Beneficiaries.** This Agreement will not create any third-party beneficiary rights or benefits to parties other than Client except as may be specifically stated herein.
- 13.9. **Equal Employment Opportunity.** Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.
- 13.10. **U.S. Government End-Users.** The Solutions and related documentation are “commercial items” as defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government Clients and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.
- 13.11. **Conflicts.** In the event of any conflict between this Agreement, the Purchase Order, and the Quote, the terms and conditions contained in this Agreement will control, followed by the terms and conditions of the Quote. If Client issues a Purchase Order hereunder, such Purchase Order will be considered issued for the purpose of authorization and Client’s internal use only and none of the terms and conditions will modify the terms and conditions of this Agreement or affect the obligations of Everbridge to Client as set forth in this Agreement.
- 13.12. **Entire Agreement.** This Agreement, together with all schedules, exhibits, riders, attachments, addenda, documents referenced herein and any amendments which are hereby incorporated by reference, constitute the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties, whether written or oral. This Agreement may not be modified, amended, supplemented, or otherwise changed in any manner unless done so in a subsequently dated writing signed by officers of both Client and Everbridge.
- 13.13. **Headings, Counterparts and Corporate Warranty.** The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of such paragraph. This Agreement may be signed in counterparts which together shall form a single agreement as if the Parties had executed the same document. Each Party represents and warrants that (i) such Party has the authority to execute and perform all obligations under this Agreement; and (ii) entering into this Agreement does not violate any agreement or obligation existing between such Party and any third-party.



## AGENDA ITEM

### Consent Agenda

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**REPORT TO:** Work Session (10/21/24)  
**REPORT TO:** Voting Meeting (10/24/24)  
**ITEM NO:** 557/2024  
**SUBJECT:** Approve the award of RFQ/P #45-018 Design-Build Services for Fiber Cabling Installation for Management Information Systems (MIS) to Network Cabling Infrastructures, LLC of Duluth, GA, in the amount of \$377,277.35.

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#### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

#### Executive Summary:

**Presenter:** DS  
**Recommendation:** Approve.

**Purpose of Request:** Approve the award of RFQ/P #45-018 Design-Build Services for Fiber Cabling Installation for Management Information Systems (MIS) to Network Cabling Infrastructures, LLC of Duluth, GA, in the amount of \$377,277.35.

#### History:

**Facts and Issues:** This will be funded solely by ARPA, which must be encumbered on or before December 31, 2024.

#### Options:

NCI had the third-highest overall score; however, NCI provided a significantly lower cost compared to the two top-scoring vendors. MIS is confident that NCI is well-equipped to deliver the project on time, within budget, and in line with, or exceeding, the technical requirements.

<b>Funding Requested</b>	\$ 377,277.35
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	ARPA
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes



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

No

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

2024-12-31

**Approvals:**

<b>Buyer</b>	<b>Submit</b>	<b>Purchasing</b>	<b>Budget</b>
AY	DS	AP	JM
<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
TS	WLI	CR	JR

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**Attachments:**

Financial Supplement

Bid Tab

Contract



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

**AGENDA ITEM 557/2024**

**Funds Requested:** \$ 377,277.35

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

ARPA

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2025	230-AMERICAN RESCUE PLAN ACT FUND	3921-COVID RELIEF	542400-COMPUTERS AND SOFTWARE	\$377,277.35

**Budget Transfer Items:**

**Additional Information/Comments:**

Daniel Sexton - 770-531-6707

**Contact for Questions:** KY

**Phone:**

(770) 531-6703

RFQ/P #45-018 Design-Build Services for Fiber Cabling Installation

Bid Tab Summary

SCORES	P. Marshall and Associates, LLC	NGT Group LLC	Network Cabling Infrastructures, LLC	Hyper Networks LLC	The ComTran Group, Inc.	MasTec North America, Inc.	Lamar Engineering Services, LLC	IX NTI Holdings, LLC/Vertical Communications, LLC (dba Network Connex)	Home Fiber Telecom LLC	SourceOne Corporation	Busker Communications	CenturyLink Communications, LLC (Lumen Technologies Group)	Babb Boring Inc	JM Communications	Telecommunications Technical Services (TTS)
	Rosswell, GA	Alpharetta, GA	Duluth, GA	Pineville, NC	Buford, GA	Coral Gables, FL	Buford, GA	Dallas, TX	Alpharetta, GA	Rosswell, GA	Gainesville, GA	Monroe, LA	Cleveland, GA	Gainesville, GA	Atlanta, GA
Average Technical Scores	636.36	587.88	606.06	618.18	503.03	545.45	636.36	612.12	466.67	400.00	315.15	NO BID	NO BID	NO BID	NO BID
Average Cost Scores	133.33	150.00	116.67	100.00	150.00	100.00	0.00	16.67	116.67	100.00	133.33	NO BID	NO BID	NO BID	NO BID
<b>Total Scores</b>	<b>769.70</b>	<b>737.88</b>	<b>722.73</b>	<b>718.18</b>	<b>653.03</b>	<b>645.45</b>	<b>636.36</b>	<b>628.79</b>	<b>583.33</b>	<b>500.00</b>	<b>448.48</b>	<b>NO BID</b>	<b>NO BID</b>	<b>NO BID</b>	<b>NO BID</b>
Cost	\$464,270.00	\$523,626.50	\$377,277.35	\$207,281.25	\$515,672.00	\$176,000.00	\$1,798,200.00	\$807,546.02	\$395,576.00	\$170,613.60	\$452,324.82				

Number of bids emailed	68
Number of bids emailed to Hall Co	7
Total responses	15
Number of Hall Co responses	5
No Bids	4



# 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: 10/08/2024

To: Richard Higgins, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contract:

Bid/Contract No: RFQ/P #45-018

Bid/Contract Name: Design-Build Services for Fiber Cabling Installation

Department(s) Requesting Contract: MIS

Award Recipient Name: Network Cabling Infrastructures, LLC

Contract Description:

Annual Contract       New       Renewal

Prior Year's Spend: N/A

Price Increase Requested      Increase Percentage: N/A

Project/Service Contract      Estimated Amount: \$377,277.35

Product Contract      Estimated Amount:

Comments:

This project will be funded solely by ARPA, which must be encumbered on or before December 31, 2024. NCI had the third-highest overall score; however, NCI provided a significantly lower cost compared to the two top-scoring vendors. MIS is confident that NCI is well-equipped to deliver the project on time, within budget, and in line with, or exceeding, the technical requirements.



# Hall County Government

FINANCIAL SERVICES

## EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT #45-018

For the provision of

## Design-Build Services for Fiber Cabling Installation

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 design and build services for the installation of underground fiber conduit and fiber optic cabling along Jesse Jewell Parkway beginning at Community Way and terminating at the Hall County Courthouse and Courthouse Annex on Henry Ward Way (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 Network Cabling Infrastructures, LLC, located at 4825 River Green Pkwy, Duluth, GA 30096 (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,

**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 designing and installing fiber conduit and fiber optic cabling along Jesse Jewell Parkway beginning at Community Way and terminating at the Hall County Courthouse and Courthouse Annex on Henry Ward Way.
- C. 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.
- D. 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.

**If installation requires traffic lane closures or other adverse impacts to traffic:**

- E. 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.
- F. 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.
- G. 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.
- H. All construction shall comply with the Georgia State Soil and Water Conservation Committee's *Manual for Erosion and Sedimentation Control in Georgia*.
- I. 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.
- J. 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.

**ARTICLE #103 – NOTICES**

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

**COUNTY PROJECT MANAGER**

Kevin York  
Senior Network Administrator  
Hall County MIS  
470 Crescent Dr  
Gainesville, GA 30501  
kyork@hallcounty.org  
Ph: (770) 531-6703

**COUNTY ISSUING OFFICER**

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

**CONTRACTOR'S CONTACT INFORMATION**

Name: Jason Johnson  
Title: Vice President of Operations  
Company Name: Network Cabling Infrastructures LLC,  
Physical Address: 4825 River Green Parkway  
City, State, ZIP: Duluth, Georgia, 30096  
Email: jason.johnson@ncicabling.com  
Phone: 770-495-0798

**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**

Until substantial and final completion of Services according to agreed time-schedule of one hundred eighty (180) days from date of the issuance 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 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 three hundred fifty dollars and no/100 (\$350.00) per calendar day until project completion.

#### **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

**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.

**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](mailto:accountspayable@hallcounty.org) and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit 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.

#### **ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the County any sales and use tax as a separate line item. 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:

Network Cabling Infrastructures, LLC.

By: [Signature]

Print Name: Jason Johnson

Title: Vice President of Operations

**HALL COUNTY, GEORGIA**

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

Richard Higgins, Chairman  
Hall County Board of Commissioners

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

Sworn to and subscribed before me this

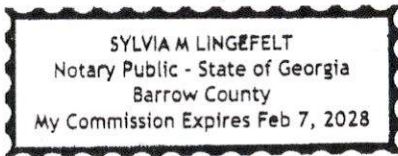
26<sup>th</sup> Day of September, 2024.

Attestation: \_\_\_\_\_

Board of Commissioners Clerk

Notary Public: Sylvia M. Lingefelt

Notary commission expires: 2/7/2028  
[Locus Sigilli – Seal or Stamp]



APPROVED AS TO FORM

[Signature]

Nathaniel R. Anderson,  
Senior Assistant County Attorney



## AGENDA ITEM

### Consent Agenda

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**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 535/2024

**SUBJECT:** Approve the ratification of the application for the US Department of Transportation Federal Railroad Administration's Railroad Crossing Elimination Grant Program to provide funds for the project planning phase to relocate the Navajo Circle Railroad Crossing, in the amount of \$319,360.00. If awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. A match of \$79,840.00 will be required.

---

#### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

#### Executive Summary:

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

**Purpose of Request:** Approve the ratification of the application for the US Department of Transportation Federal Railroad Administration's Railroad Crossing Elimination Grant Program to provide funds for the project planning phase to relocate the Navajo Circle Railroad Crossing, in the amount of \$319,360.00. If awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. A match of \$79,840.00 will be required.

**History:** Hall County previously applied for the Railroad Crossing Elimination Grant Program in FY22 but did not receive an award.

**Facts and Issues:** The Railroad Crossing Elimination Program provides federal funding to fund highway-rail or pathway-rail grade crossing improvement projects that focus on improving the safety and mobility of people and goods. Relocating the Navajo Circle Crossing will increase safety, decrease traffic in the area, and serve as an overall benefit for Hall County.

**Options:**

**Funding Requested** \$ 79,840.00

**Are funds within current budget?** No

**Source of Funds** SPLOST VIII

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

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

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

**Approvals:**

<b>Grants</b>	<b>Submit</b>	<b>Approve</b>	<b>Grants</b>
PS	BN	BN	SG
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
JM	TS	WLI	CR
<b>Clerk</b>			
JR			

**Attachments:**

Financial Supplement

Railroad Crossing Elimination Grant Application Updated



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

**AGENDA ITEM 535/2024**

**Funds Requested:** \$ 79,840.00

**Request Budgeted:** No

**Proposed Source of Funding:**

**Budget Transfer Requested:**

SPLOST VIII

Yes

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2025	250-MULTIPLE GRANT FUND	4971-ENGINEERING	331110-FEDERAL OPERATING DIRECT	\$-319,360.00
2025	250-MULTIPLE GRANT FUND	4971-ENGINEERING	521000-PROFESSIONAL SERVICES	\$319,360.00
2025	324-SPLOST VIII	4971-ENGINEERING	521000-PROFESSIONAL SERVICES	\$79,840.00

**Budget Transfer Items:**

**Additional Information/Comments:**

Budget guidelines are still under review during the application and selection phase with DOT, line items are subject to change. This is a preliminary budgetary outline as this project's cash match can still change based on the approval of a future capital spending plan.

**Contact for Questions:** BN

**Phone:**

770-531-6800



## Confirmation

Thank you for submitting your grant application package via Grants.gov. Your application is currently being processed by the Grants.gov system. Once your submission has been processed, Grants.gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants.gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

Please do not hit the back button on your browser.

If your application is successfully validated and subsequently retrieved by the grantor agency from the Grants.gov system, you will receive an additional email. This email may be delivered several days or weeks from the date of submission, depending on when the grantor agency retrieves it.

You may also monitor the processing status of your submission within the Grants.gov system by clicking on the "Track My Application" link listed at the end of this form.

Note: Once the grantor agency has retrieved your application from Grants.gov, you will need to contact them directly for any subsequent status updates. Grants.gov does not participate in making any award decisions.

**IMPORTANT NOTICE:** If you do not receive a receipt confirmation and either a validation confirmation or a rejection email message within 48 hours, please contact us. The Grants.gov Contact Center can be reached by email at [support@grants.gov](mailto:support@grants.gov), or by telephone at 1-800-518-4726. Always include your Grants.gov tracking number in all correspondence. The tracking numbers issued by Grants.gov look like GRANTXXXXXXXXX.



If you have questions please contact the Grants.gov Contact Center: [support@grants.gov](mailto:support@grants.gov)  
1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

<b>Grants.gov Tracking Number:</b>	GRANT14257217
<b>UEI:</b>	USZBJ4CMC7B6
<b>Submitter's Name:</b>	Sommer Green
<b>CFDA Number:</b>	20.327
<b>CFDA Description:</b>	Railroad Crossing Elimination
<b>Funding Opportunity Number:</b>	FR-RCE-24-001
<b>Funding Opportunity Description:</b>	FY23-24 Railroad Crossing Elimination Grant Program
<b>Agency Name:</b>	DOT - Federal Railroad Administration
<b>Application Name of this Submission:</b>	Hall County, Georgia
<b>Date/Time of Receipt:</b>	Sep 20, 2024 03:19:35 PM EDT

TRACK MY APPLICATION – To check the status of this application, please click the link below:

[https://apply07.grants.gov/apply/spoExit.jsp?p=applicants/grant-applications/track-my-application?tracking\\_num=GRANT14257217](https://apply07.grants.gov/apply/spoExit.jsp?p=applicants/grant-applications/track-my-application?tracking_num=GRANT14257217)

It is suggested you Save and/or Print this response for your records.

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Statement of Work  
717786C 1-10-75 AccidentReport.PDF  
717786C InventoryReport.PDF  
Letter of Funding Commitment  
Letters of Support  
Hall County 2023 Annual Financial Report  
Hall County, GA 2024 Organizational Chart



<b>COVER PAGE</b>	
Project Title:	Navajo Circle Life/Safety Grade Separation
Applicant Name:	Hall County, Georgia
<b>FUNDING</b>	
Amount of RCE Program Funding Requested under this NOFO	\$319,360
Amount of Proposed Non-Federal Match	\$79,840
Does some or all of the proposed Non-Federal Match for the total project cost consist of Preliminary Engineering costs incurred before project selection (but after November 15, 2021)?	No
Other Sources of Federal Funding, if applicable	NA
If applicable, are set-aside funds requested? Is the project eligible for funding set-aside in Section B.1?	NA
If "Yes," amount of set-aside funds requested:	NA
Total Project Cost	\$399,200
<b>PREVIOUS FEDERAL GRANTS</b>	
Was a Federal Grant Application Previously Submitted for this Project?	Yes - 2022 Railroad Crossing Elimination
<b>LOCATION</b>	
City(ies), County(ies), State(s), Where the Project is Located.	Gainesville City, Hall County, Georgia
Is the Project Located in a Rural Area or on Tribal Lands?	No
If the Project is located in a Rural Area or Tribal Land, is the Project Located in a county with 20 or fewer residents per square mile, according to the most recent decennial census?	No
Congressional District (s) Where the Project is Located:	GA - 09
<b>APPLICATION TRACKS/PROJECT LIFECYCLE STAGES</b>	
Application Track(s) proposed to be funded by this NOFO?	Track 1 - Project Planning
Lifecycle Stage (s) proposed to be funded by this NOFO?	Track 1 - Project Planning
Current Lifecycle Stage and Anticipated completion of current Lifecycle Stage?	NA
<b>RAIL LINE INFORMATION</b>	
Is the project located on real property owned by someone other than the applicant?	The project is located on real property owned by Norfolk Southern (200 feet wide) and Hall County for the road approaches outside of Norfolk Southern.
Host Railroad/Infrastructure Owner (s) of Project Assets;	Norfolk Southern
Other impacted Railroad(s).	NA
Tenant Railroad (s), if applicable	NA
If applicable, is a 49 U.S.C. 22905-compliant Railroad Agreement executed or pending?	Please see the accompanying statement
<b>PLANNING CONSIDERATIONS</b>	
Is the project currently programmed in ANY medium-or long-range planning document; For example, State rail plan, or international intercity passenger rail systems planning study, State Freight Plan, TIP, STIP, MPO Long Range Transportation Plan, State Long Range Transportation Plan, etc?	The NE GA Inland Port (Blue Ridge Connector) is in the Georgia State Rail Plan, 2021 and GHMPO Regional Freight Study of 2018
Is the project located on a potential corridor selected for the Corridor Identification and Development Program?	Southeast High Speed Rail - Atlanta to Charlotte

**PROJECT SUMMARY:**

The Navajo Circle Life/Safety Grade Separation Planning Project will assist to fund the implementation for relocation of one of Hall County’s railroad crossings. Citizens and visitors of Hall County will benefit by improving emergency response time for first responders. Trains that currently encounter passenger vehicles will be rerouted away from traffic, eliminating highway-rail crossing accidents within this area. Mobility will be more efficient and carbon emissions will decrease by decreased idling time. While Hall County has continued to rapidly grow, this project will assist with job creation and benefit a disadvantaged census tract within the area. With the assistance of the Federal Railroad Administration the project will move Hall County to a safer, more efficient, and economically secure future.

**PROJECT FUNDING TABLE:**

<b>Task No.</b>	<b>Task Name</b>	<b>Cost</b>	<b>Percentage of Total Cost</b>
1	Detailed Project Plan, Budget, and Schedule	\$16,000	4%
2	Existing Conditions Review and Updates	\$108,000	27%
3	Environmental Resource Assessment	\$72,000	18%
4	Public and Stakeholder Involvement	\$84,000	21%
5	Project Alternatives	\$80,000	20%
6	Project Development Concepts	\$39,200	10%
<b>Total Project Cost</b>		<b>\$399,200</b>	<b>100.0%</b>
Federal Funds Received from Previous Grant		\$0	0.0%
Federal Funding Request Under this NOFO		\$319,360	80.0%
Non-Federal Funding/Match	Cash	\$79,840	20.0%
	In Kind	\$0	0.0%
	Preliminary Engineering Costs	\$0	0.0%
Portion of Non-Federal Funding from Private Sector		\$0	0.0%
Portion of Total Project Costs spent in a Rural Area or on Tribal Lands		\$0	0.0%
Pending Federal Funding Requests		\$0	0.0%

## **APPLICANT ELIGIBILITY CRITERIA:**

Hall County, Georgia is an eligible applicant as a subdivision of the state of Georgia and unit of local government. Hall County is one of Georgia's 159 counties and was created December 15, 1818. It is the largest population county in the Georgia Mountains region and is experiencing unprecedented economic investment, jobs, housing and population growth.

Hall County certifies 2 CFR Part 180: Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying. The county follows the general provisions set forth in the Code of Federal Regulations to include 2 CFR Part 200 and 49 CFR, Subtitle B, Chapter II. While 2 CFR Part 200 set uniform administrative requirements for federal awards to non-federal entities, Federal Railroad Administration and the Department of Transportation provided the guidance to address transportation security.

## **PROJECT ELIGIBILITY CRITERIA:**

Since 2010, state action plans have been required to improve grade crossing safety for the top ten states across the United States with the highest reported number of highway-rail grade crossing incidents. Georgia has been listed as one of those states. Georgia has utilized many safety measures over the years to decrease railroad crossing injuries. However, with Hall County's population increase and Navajo Circle Railroad Crossing supporting Georgia's new Northeast Georgia Inland Ports Authority, excessive measures must be taken to protect its citizens from the upcoming threats.

Hall County is the 10<sup>th</sup> largest county in Georgia with a population growth of 23.24% since 2010. Data from the Atlanta Regional Commission indicated an additional estimated 40.7% increase in population by the year 2050. Northeast Georgia Inland Port is scheduled to open by 2026. This new inland port will provide a direct link to the Port of Savannah via Norfolk Southern. The new port will bring new jobs to the area which will cause an increase passenger vehicles, and rail transportation in the area will escalate rapidly as the needs of surrounding communities will be met by rail. The growing population in the area has made this specific railroad crossing a high visibility project to prevent and reduce pedestrian, motor vehicle, and other accidents.

Navajo Circle is a county-maintained road (CR 1203). As its name "Circle" implies, Navajo Circle is a one-way in and one-way out road. There is no outlet via other road connections other than the railroad crossing itself. Navajo Circle connects White Sulphur Road (CR 1298) with approximately 250 single family homes in three residential neighborhoods. The distance between the crossing and the entrance to the first neighborhood "A Quiet Place in the Woods" is approximately 400 feet. The distance between the crossing and the beginning/end of Navajo Circle at its intersection with White Sulphur Road is approximately 420 feet. Unfortunately, both approaches are long enough for several vehicles to concurrently queue. This has created a blocked crossing that resulted in frustrated drivers, increased emissions due to the idling of vehicle engines, and worst case has blocked first responders from responding to emergencies in the area.



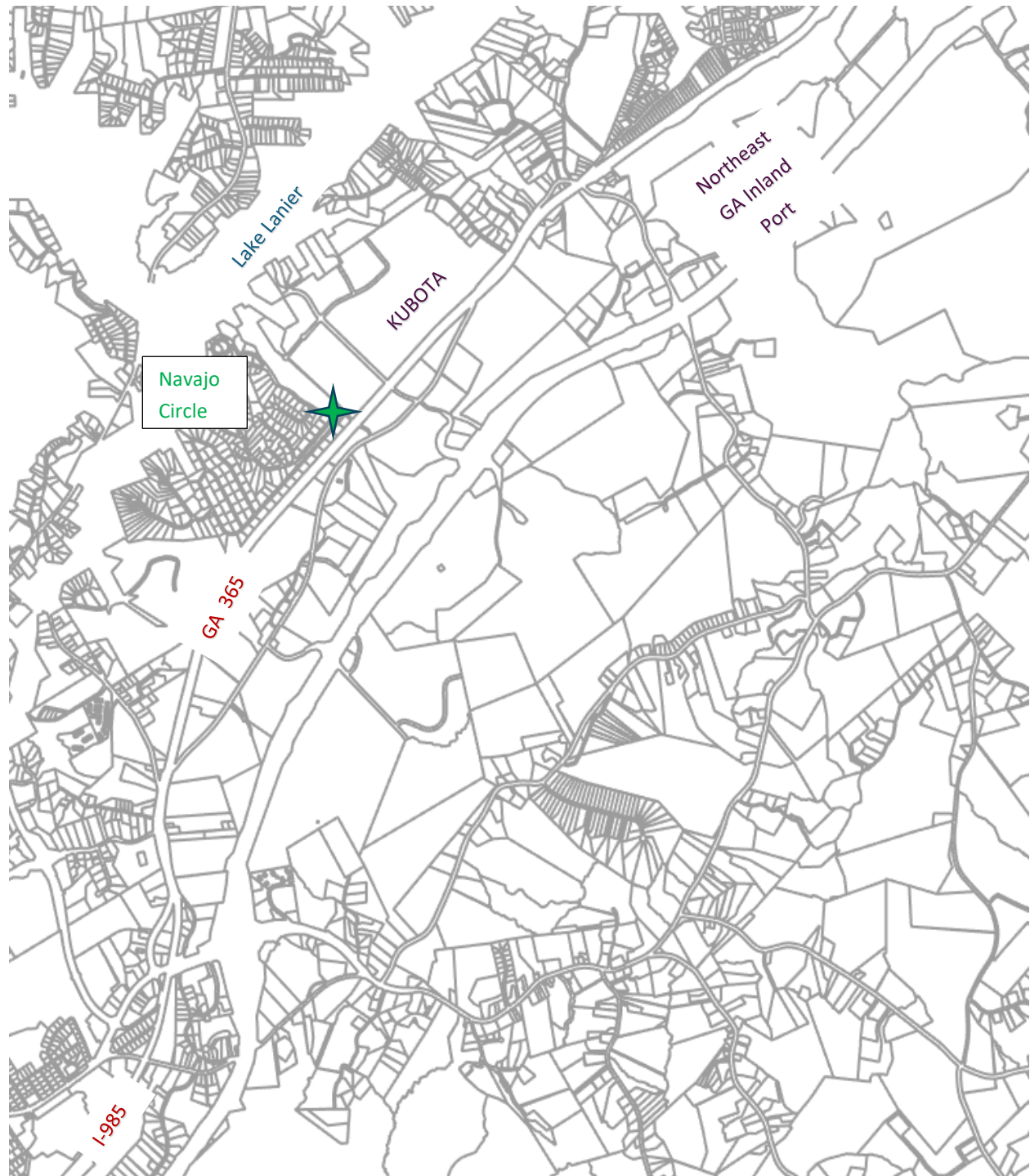
Navajo Circle Crossing (MP 0579.970/DOT 717786C) is a frequently blocked Norfolk Southern mainline single-track crossing and two-lane roadway with a history of accidents. One of the accidents was noted as Incident GC0375003. The accident involved a northbound Southern Railway freight train consisting of 41 locomotives and 503 cars striking a passenger vehicle stalled on the track with the driver in it. The accident occurred at 9:52 pm and in rainy weather conditions.

At the time of the accident the crossing was unlighted with crossbucks and stop signs on both sides. Since then, Navajo Circle crossing is now equipped with crossing gates and flashing lights, which has assisted with safety concerns. Due to Hall County's population growth and rail utilization, we are trying to stay ahead of the problem and evaluate.

Kubota Manufacturing of America, a division of Kubota Corporation of Japan, has named Gainesville, Georgia it's headquarters since 1988. The company has demonstrated its commitment to the Hall County community for over 30 years. Kubota employs over 2,500 local workers who manufacture and assemble lawn tractors, zero-turn mowers, sub-compact tractors, utility vehicles, loaders, backhoes and other implements from several facilities in Hall County. It is Hall County's second largest employer and operations run 24/7.

In April 2022 Kubota opened a new \$90 million research and development facility along Hall County's GA 365 economic development corridor. In 2024 Kubota further invested into Hall County and opened another 650,000 square feet facility for their affiliated company Kubota Industrial Equipment Corporation. This brought an additional 500 new manufacturing jobs to this area. The new Industrial Equipment facility is located within proximity of the Georgia Ports Authority Northeast Georgia Inland Port.

The Federal Government and State of Georgia investment into the Port of Savannah is one of the major economic development success stories of the nation. The GPA's Port of Savannah facilities have gone from handling 2.9 million containers in 2011 to 5.6 million containers in 2021. It is the largest container terminal in the Western Hemisphere. These improvements have increased Savannah's capacity by 64%.



In 2018 the Gainesville-Hall County Metropolitan Planning Organization retained CDM Smith, an international engineering firm to prepare a Regional Freight Study. At the time of the study the state had only one inland port facility, Cordele Inland Port. This port is located 200 rail miles west of Savannah and opened in 2013. The Appalachian Regional Port (ARP) in northwest Georgia was under construction and was described in the CDM Smith study as,

“Recently, the State of Georgia, Georgia Ports Authority (GPA), Murray County and CSX Transportation signed a Memorandum of Agreement, creating a partnership which will provide cost savings, traffic mitigation, and additional operational services benefiting shippers, truckers and steamship lines. The facility will open in 2018 with a capacity of 50,000 containers per year. Based on GPA estimates, the capacity will double over the next 10 years.”

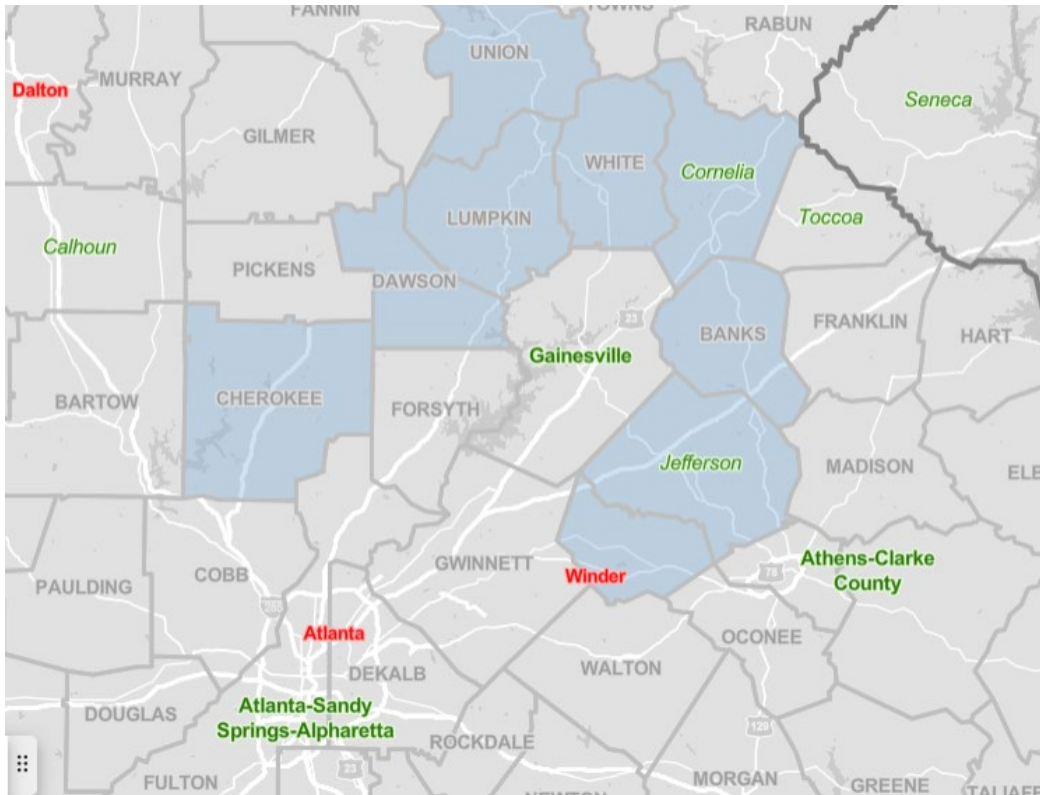
There were no plans for a northeast Georgia intermodal facility. However, the study presciently continued,

*“This partnership is a good model, and the GHMPO and the Hall County Chamber of Commerce should examine if there are opportunities to create a similar intermodal facility in northern Hall County adjacent to the CSX rail line and SR 365 near Lula. An intermodal facility in northern Hall County could potentially remove thousands of freight containers from traveling SR 365, I-985, and I-85 throughout the Atlanta metropolitan area.”*

Further work by the Georgia Ports Authority (GPA) resulted in the purchase of 108 acres of land along the Norfolk-Southern mainline. The site is planned to handle 200,000 road-to-rail-to-ship and ship-to-rail-to-road containers per year. Each container transferred by train represents 600 fewer road miles and lower carbon emissions. The Northeast Georgia Inland Port is less than a mile by rail to the east of the proposed Navajo Circle relocation project.

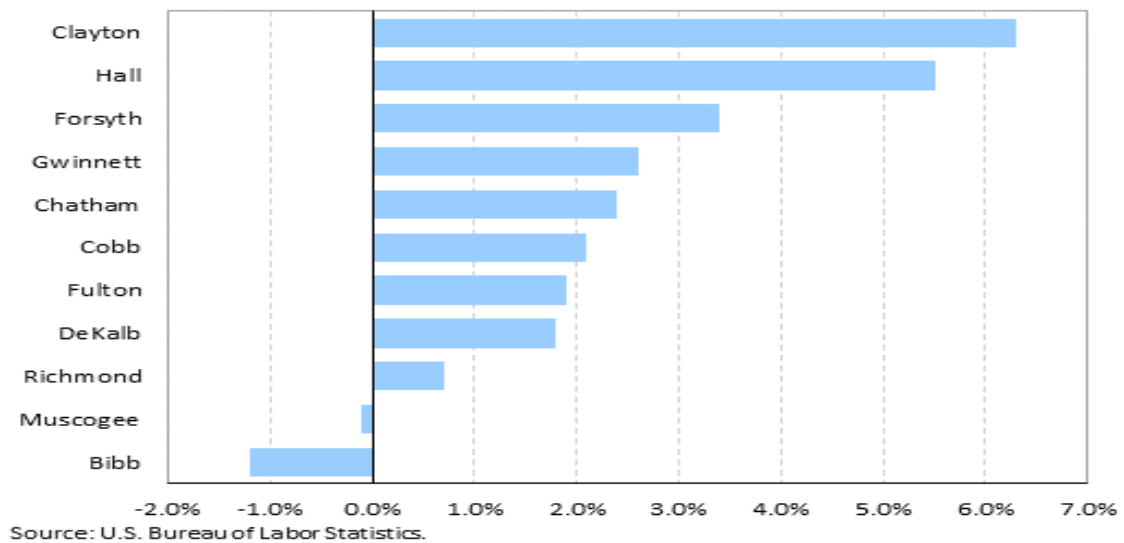
The Navajo Circle Life/Safety Grade Separation Planning Project will not only benefit Hall County residents, but also those who travel to and from Hall County. Hall County, Georgia is located north of Atlanta. Atlanta, GA is rated 4 out of 5 stars on Glassdoor for having plentiful entry-level job opportunities, along with a high rate of satisfaction with their jobs. While Hall County recently became an urban area, other counties surrounding Hall have remained as rural. Some of the county residents of White, Banks, Lumpkin, and other rural areas are commuting to through Hall County to reach Atlanta or commuting to Hall County for employment.





According to the U.S. Bureau of Labor Statistics Hall County was the 2<sup>nd</sup> largest county within Georgia for employment increase from June 2022 to June 2023. With the planned opening of the Georgia Ports Authority’s Northeast Georgia Inland Port scheduled to open in 2026 acting as an economic catalyst, the job opportunities in this area will continue to increase.

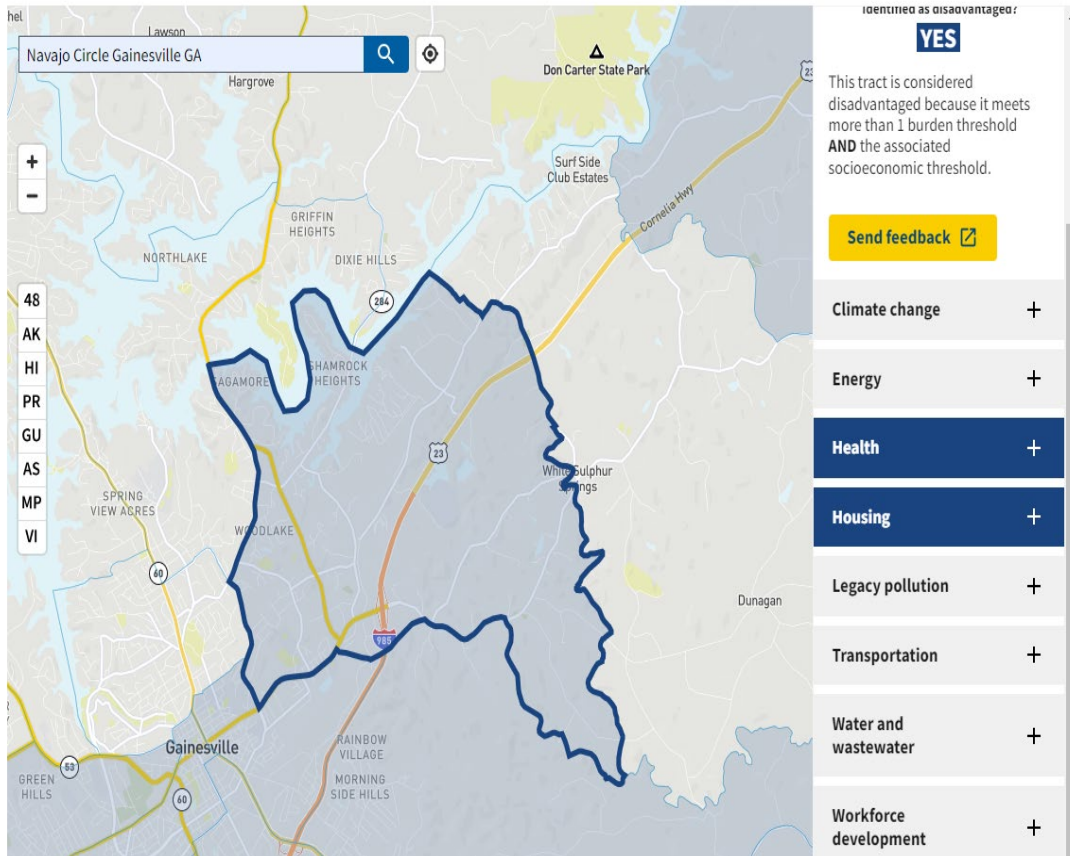
**Chart 1. Over-the-year percent change in covered employment among the largest counties in Georgia, June 2023**



According to the Federal Railroad Authority, there are 73 at-grade crossings within Hall County, Georgia. The Navajo Circle Railroad Crossing has been listed as top priority due to the freight land use, safety, mobility, and greenhouse emissions.

Despite Hall County’s growth this portion of the county remains disadvantaged. The on-line Climate & Economic Justice Screening Tool shows the Project (east of Quiet Place in the Woods) to be within Census Tract 13139000600.

This tract is considered disadvantaged in the areas of Health and Housing because it meets more than one (1) burden threshold and the associated socioeconomic threshold. For Health this area is above the 90<sup>th</sup> percentile for people with heart disease and above 65% for Low Income. For Housing this area is reported as being at the 99<sup>th</sup> percentile for the percentage of homes lacking indoor plumbing and Low Income (68<sup>th</sup> percentile).



In addition to the Disadvantaged status of the area, the USDOT's Equitable Transportation. Community-related Justice40 tool, ETC Explorer, shows over 10% of the households do not own vehicles. Transit is not reported in this area, and driving distances are significant. Residents who do not have available private or public transportation options must walk or use limited means to pay for private transportation. Grade separation of the Navajo Circle crossing is essential for area residents who are forced to walk.

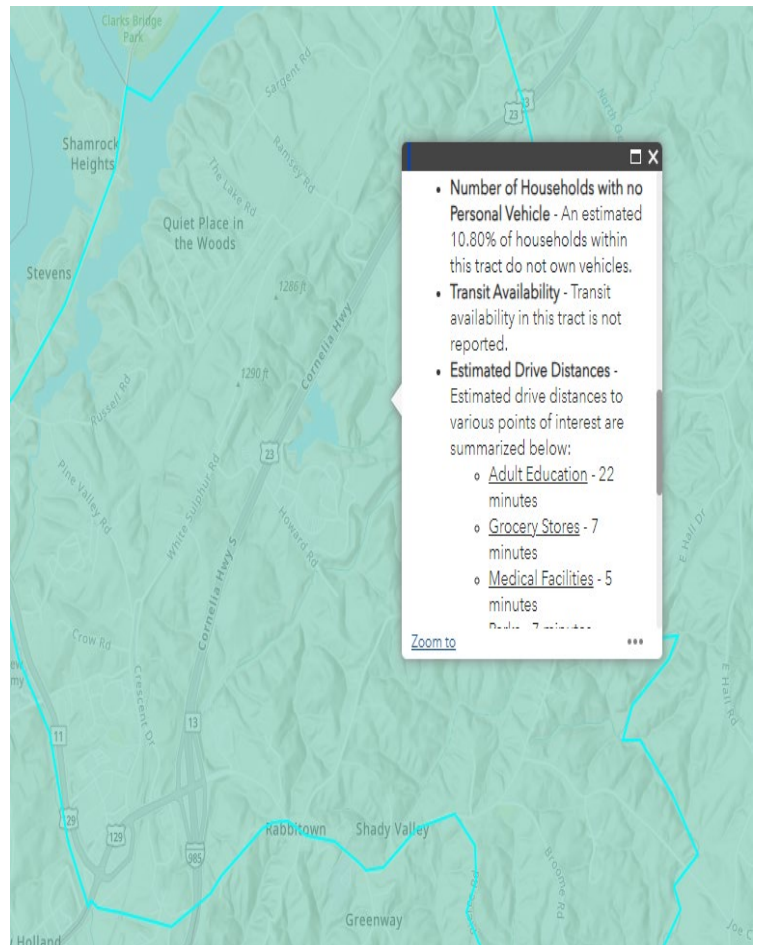
Hall County works daily to keep up the demands caused by the exponential growth since 2010 it is committed to seeing this area thrive as a safe and attractive place to work and reside. Along with the Navajo Circle Life/Safety Grade Separation Planning Project, Hall County is dedicated to the economic development of the corridor along Georgia State Route 365. This four-lane highway runs parallel to Navajo Circle extending Interstate 985/85 from Atlanta bringing heavy traffic flow into the area. Investments into this area of Hall County include:

- Lanier Technical College was opened in 2019 to accommodate more than 5,000 students.
- Zoning proposals for more than 4 million square feet of industrial properties have been approved.
- Georgia Ports Authority's Northeast Georgia Inland Port is under construction and scheduled to open in 2026.
- Sandra Dunagan Deal Elementary School at the corner of Ramsey and White Sulphur also opened in the Fall of 2024 serving Hall County's Riverbend and White Sulphur growing communities.

Another step in investment into this area is the Navajo Circle Railroad Crossing. In 2021, the Georgia State Rail Plan summarized The Gainesville-Hall County MPO's viewpoint as:

*"Gainesville-Hall County MPO*

*A regional freight study was completed by the Gainesville-Hall County MPO in 2018. The study identified freight needs and provides recommendations for improving freight mobility. Project recommendations were focused on improving safety at rail crossings. Other recommendations were more policy-focused to promote freight rail lines and intermodal yards that serve industrial properties in the region, and to improve multimodal connections among rail yards, industrial developments, airports, and the truck freight network. The intermodal connections*



*should focus along freight land use clusters, located mostly in Gainesville, adjacent to I-985 and Hwy 60, and the southeastern border between Hall and Jackson Counties.”*

Consistent with requirements found in Section C of the NOFO, as a Track 1 application for Project Planning the Navajo Grade Separation and Crossing Elimination project at 717786C, Hall County plans to retain the services of a qualified consultant team to assist it with performing the following elements of work:

- Detailed Budget, Schedule and Project Work Plan (including statement of purpose and need)
- Review of Existing Conditions and Future Needs (current, near-term (2035) and projected thirty-year (2055) freight and passenger rail volumes, highway trucks and passenger volumes)
- Review of Environmental Resources and Possible Impacts (including inventory, analysis of potential concerns and projected impacts)
- Coordination of Stakeholders and Public Communication (public stakeholder involvement)
- Preparation of Alternatives (Terrestrial LiDAR scans and drone-based LiDAR will be used to create a digital twin of the study area to allow completion of high confidence conceptual engineering and other design with design drawings to scale, including cost estimates and evaluation of alternative bridge sections to include pedestrian and bicycle lane improvements).
- Selection of Preferred Concept and Recommendations (including documentation of the alternative concepts and their review process).

Finally, with a projected total project cost of \$399,200, and request for Federal Funding of \$319,360 Hall County commits a 20% Non-Federal participation of \$79,840 (20%). Completion of these items will prepare the project to role seamlessly into Track 2 Project Development work.

## **DETAILED PROJECT DESCRIPTION:**

Since the study in 2018, Hall County has considered several options for further evaluation in preliminary engineering.

**Option 1** - Do Nothing Scenario – Continued blockages with further accident(s) resulting in damage to property, injury or death

**Option 2** – Upgrade Existing Crossing – new hardware and technology – continued blockages with further accident(s) resulting in damage to property, injury or death

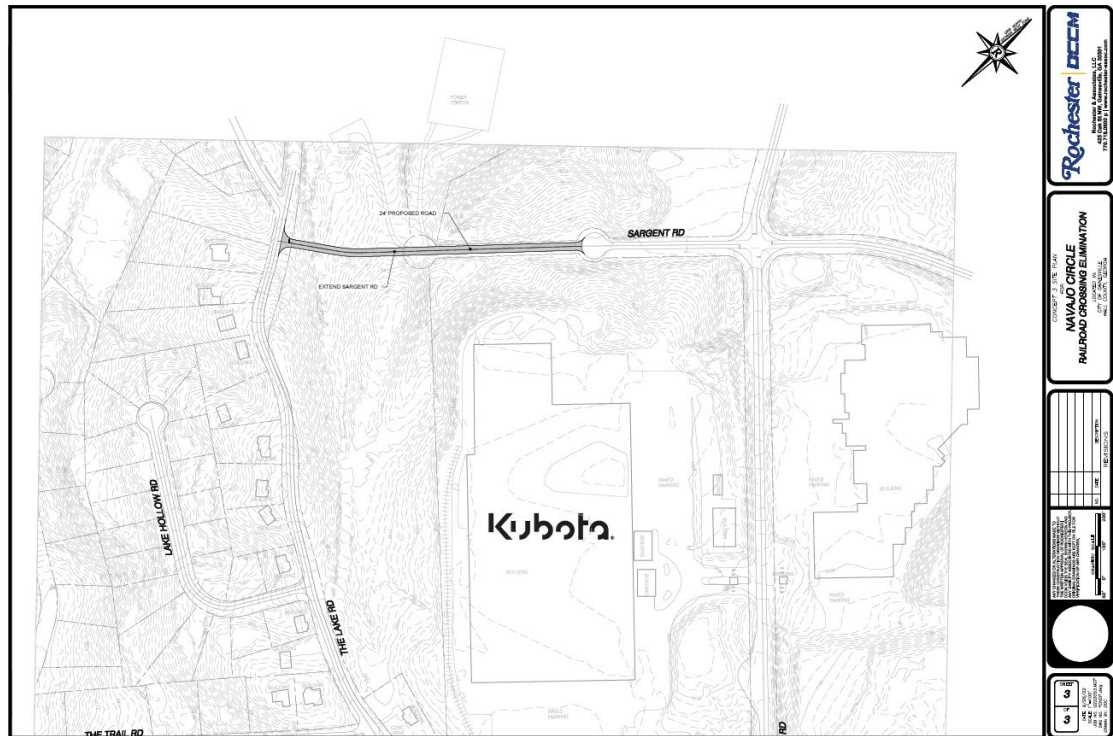
**Option 3** – Elevation of RR grade Over the Road – very expensive, but grade separation virtually eliminates risk of recurring damage to property, injuries and deaths

**Option 4** – Alternative Alignment of the RR – requires new right-of-way for a Class 1 mainline railroad in an already constrained and rapidly developing area

**Option 5** – New Connecting Road to the West – Connect Navajo Circle with Russell Road at Lakestone Court via new road through 109 acres of WDUN Jacob’s media property (1291 Russell Road). Would require approximately 1.0 mile of right-of-way through

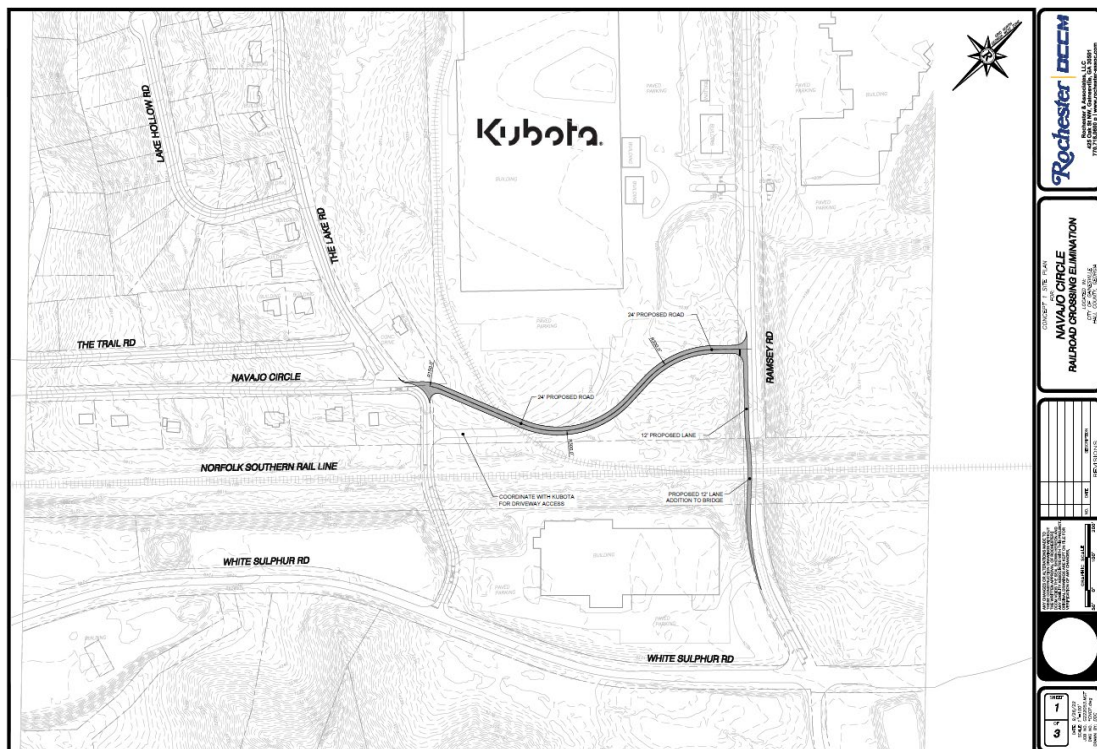
privately owned undeveloped property with steep terrain and three large communication towers for which there is no current development plan. A public right-of-way would substantially increase security concerns for these towers.

**Option 6** – Extend Sargent Road to The Lake Road - Sargent Road is west of the railroad. Accessible only from the south by another at-grade crossing (White Sulphur Road CR 1298– Crossing 717785V at MP 579.320). The road crossing is at a skewed angle of roughly 45 degrees. Unfortunately, it has limited sight distance on both approaches because of limiting vertical and horizontal curvature. Sargent Road serves as the main entrance for employees for three manufacturing facilities owned and operated by Kubota Manufacturing of America. Like the on-going complaint from residents at the Navajo Circle crossing, Kubota employees frequently complain to Kubota management of the single-track crossing being blocked.

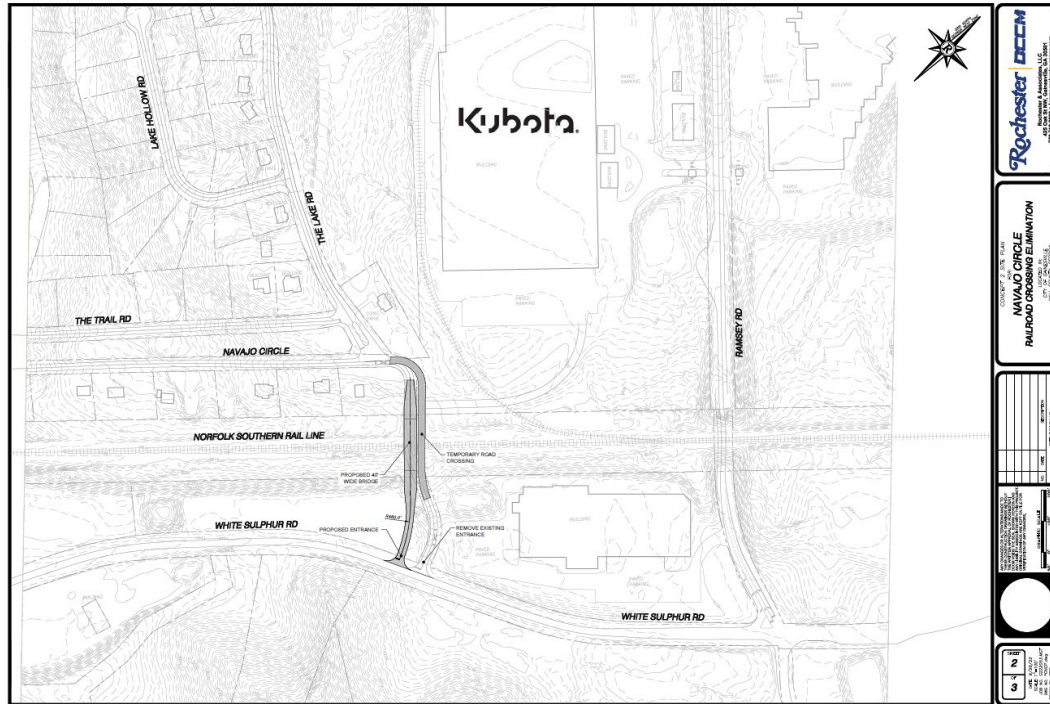




An anticipated westward extension of Sargent Road to tie to The Lake Road, which is privately owned and maintained, would face strong opposition from the Homeowners Association (HOA) of A Quiet Place in the Woods. The Lake Road is located behind the subdivision's guard gate. Often, traffic is backed up onto The Lake Road from the Navajo Circle crossing. In efforts to assist with traffic flow, local community members have opened the subdivision's guard gate to allow public traffic flow through. While some community members do not mind the additional traffic flow through their community, others have complained due to the risks that it has brought to private property.



## Option 7 – Build Temporary Crossing and a New Bridge in the Current Location



Internal evaluation without stakeholder and community input suggest that Option #7 is the most cost effective and feasible long-term solution. Connecting White Sulphur Road to Navajo Circle at a new location with bridge section would complete eliminate the existing Navajo Circle Railroad Crossing.

## HIGHWAY-RAIL GRADE CROSSING SAFETY INFORMATION AND EDUCATION PROGRAM:

The Navajo Circle Railroad Crossing is part of the Norfolk Southern railway system. From the beginning of the American Railways in the early 1800's Norfolk Southern has been able to connect Eastern America to the Midwest and opened the world's largest railroad bridge in Louisiana. By paving the way for the American economy to transport goods, developing the first railroad technical training center, Norfolk Southern has served communities throughout American over the past two centuries.



Since railroads and communities can cause conflicts the foundation of Norfolk has become safety. Unfortunately, tragedies have occurred throughout America involving trains from collisions, derailments, to railway staff risks. Emphasizing safety throughout has proven to be effective. According to the US Bureau of Transportation Statistics, freight rail system is 50 times safer than moving freight by truck. Also, addressing safety concerns has reduced derailments by 31% from 2000 to 2022. Continuing to improve safety by investing in infrastructure, educating communities, and working together to build a strong culture for railroads will benefit America as a whole.

This will be a high visibility project as local media coverage will provide several opportunities for safety education. Programs such as Operation Lifesaver which was established in 1972 to reduce the number of incidents that occurred at rail grade crossings. This program has been adopted throughout the United States as well as many other nations. Presenters from Operation Lifesaver welcome the opportunity to present to the Hall County community. Hall County is committed to serving its citizens and putting safety first is top priority.

### Hall County Government Organizational Values

**S**erving  
Citizens

We will always highly value the citizens we serve as the object of our continual focus on service. We will support the advancement of professionalism to our citizens and within the organization by our conduct, speech, demeanor and decision making.

**E**nhancing  
Community

We will pursue innovative and creative means of advancing the organization forward to meet the expectations of growth and economic development opportunities in our future.

**R**esponsible  
Stewardship

We will exhibit the highest level of stewardship to the citizens we serve, recognizing we are ultimately accountable to the public for our actions and duties.

**V**aluing  
Transparency

We will maintain openness and transparency as a basic tenet of our organizational structure. We will adhere to the highest ethical standards in the execution of our duties and responsibilities.

**E**fficient  
Cooperation

We will respect each member of staff as a necessary and vital member of the organization, recognizing the importance of the unique gifts, abilities, experiences and talents which are integral to the organization reaching its maximum potential, in order to best serve the citizens of Hall County.



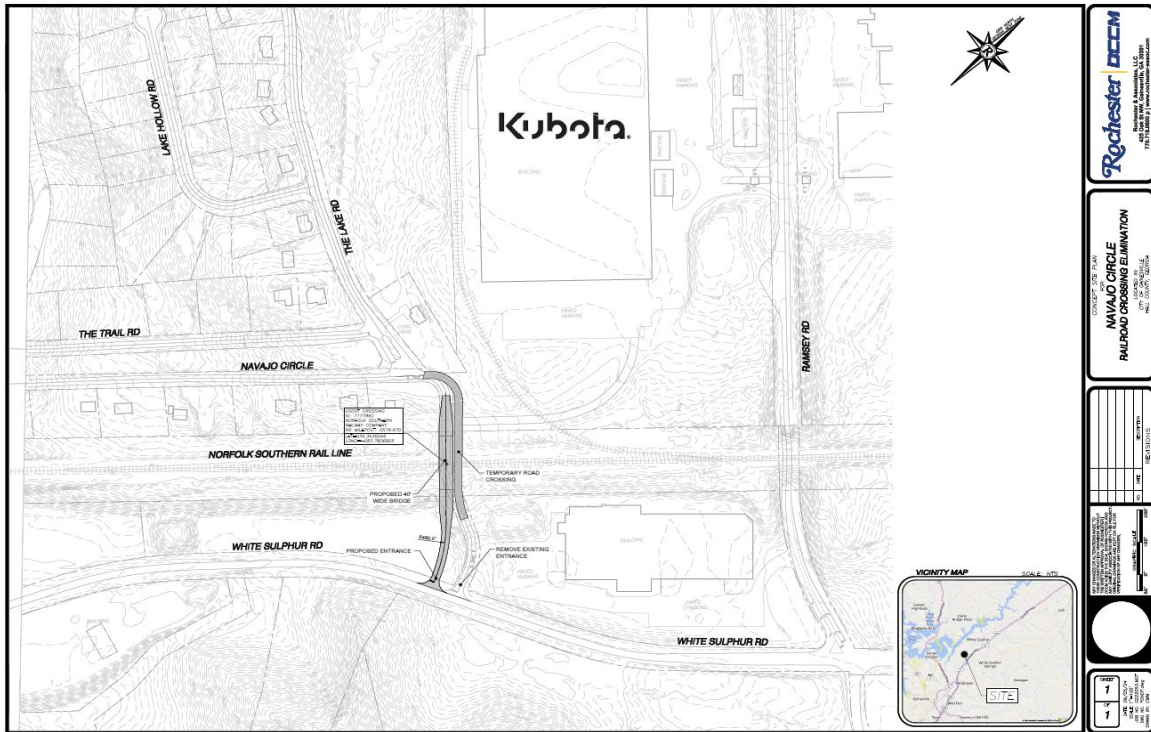


**PROJECT LOCATION:**

The Navajo Circle Railroad Crossing is located at Norfolk Southern Railway Mile Post 0579.970 (Lat. 034.3438246, Long. -083.7806825). The anticipated bridge to be built for the project is in the location of the current crossing.



Hall County considered option #7, to build a temporary crossing and a new bridge in the current location as the most feasible and cost-effective option available to address the long-term issues presented at the Navajo Circle Railroad Crossing. By connecting White Sulphur Road to Navajo Circle with a bridge, the existing grade crossing would be eliminated.



**GRADE CROSSING INFORMATION:**

The Hall County owned roadway known as Navajo Circle, has a railroad crossing that is existing as an “at-grade” crossing. The crossing is identified by the USDOT as crossing #717786C. This railway is owned and primarily operated by Norfolk Southern Railway (NSR) and is located near railroad milepost 0579.970. NSR designates the Navajo Circle roadway as CR1203. This crossing can be further located by the following GPS coordinates:

LAT 034.3438246, LONG -083.7806

<b>Crossing Name</b>	Navajo Circle
<b>US DOT Crossing Inventory Number</b>	717786C
<b>CSX Transportation Railroad Milepost</b>	MP 0579.970
<b>City</b>	Gainesville
<b>Lat/Long Location</b>	034.3438246, -083.7806825
<b>Roadway Name/Number</b>	Navajo Circle/CR1203
<b>Roadway Owner</b>	Hall County

**SAFETY BENEFIT:**

The USDOT Highway/Rail Grade Crossing Incidents on-line dashboard reports Hall County experienced four crossing-related incidents for the reported years of 2019, 2020 and 2021. These four incidents at crossings all involved vehicles and resulted in three injuries and one death. All four incidents occurred on the Norfolk Southern line. Although, these accidents did not occur at this crossing, this shows that Hall County is not immune to vehicle incidents, injuries or deaths.

The safety measures that are identified by the National Public Safety Plan are fatalities, injuries, safety events, and system reliability. Luckily, the Navajo Circle has not experienced any fatalities at the crossing directly. Injuries and safety events involving this railway crossing also has been reported at a very low amount. Since Norfolk Southern has invested resources and efforts into safety, system reliability is dependable and is reflected through the outcomes. Even though Hall County has been fortunate not have Navajo Circle Railroad Crossing haunted by these traumatic events, these events are well known around this community. In 2023, Georgia was listed as the third top for highway railroad crossing for collisions, according to the Federal Railroad.

## **EVALUATION AND SELECTION CRITERIA:**

The Navajo Circle Life/Safety Grade Separation Planning Project main concern is safety. With increased population in this area conflicts between motorists, pedestrians, and railway trains have, and will continue to increase. Along with the crossing being routinely blocked for long periods, greenhouse gas emissions are also an additional concern. The Environmental Protection Agency (EPA) suggest vehicles to idle a maximum of 30 seconds. Vehicles routinely being forced to idle for just 5 minutes can release up to 271.4 in carbon dioxide into the air. As traffic flow increases, additional vehicles will idle causing large amounts of harmful chemicals to be released into the air. Health and safety of the communities affected by this railway crossing is a priority for Hall County.

## **PROJECT IMPLEMENTATION AND MANAGEMENT:**

Hall County has a population of over 200,000 residents and manages a capital improvement budget of over \$100 million on an annual basis. Unfortunately, due to the growth in Hall County, this amount does not cover the amount of work needed throughout the community. In fiscal year 2024, Hall County had over \$83 million in external grant funds. Ninety percent of those funds are federal funds, with \$1.4 million from the Department of Transportation. Hall County also received \$1 million from Georgia Department of Transportation.

Hall County follows the general provisions set forth in the Code of Federal Regulations to include 2 CFR Part 200 and 49 CFR Part 200. While 2 CFR Part 200 set uniform administrative requirements for federal awards to non-federal entities, capital projects utilize the guidance provided within 49 CFR Part 633, for public transportation. Hall County has sufficiently staffed their Grant's Division with individuals who are certified in the Federal Requirements and Guidelines, which assist project management with technical capacity of the project.

Hall County follows the general provisions set forth in the Code of Federal Regulations to include 2 CFR Part 200 and 49 CFR Part 200. While 2 CFR Part 200 set uniform administrative requirements for federal awards to non-federal entities, capital projects utilize the guidance provided within 49 CFR Part 633, for public transportation. Hall County has sufficiently staffed their Grant's Division with individuals who are certified in the federal requirements and guidelines, which assist project management with the technical capacity and financial over-site of the project.

A Project Management Team will be created to provide project management and to ensure proper oversight for Navajo Circle Life/Safety Grade Separation Planning Project. This team will consist of Hall County's Grant Manager, members of Engineering, Public Works, and others as see fit by Hall County Administration. The team will be charged with ensuring overall compliance, such as procurement requirements, conflict of interest, management risk, safety, and adequate staffing for job responsibilities. Quality control will also be met to enhance the standards set by Hall County's citizens and all partnering entities involved. During the implementation phase and throughout the project performance, the management team will confirm that the budget is current and can meet all anticipated costs plus any future contingencies.

The budget must also be fully justifiable, along with all expenses must be reasonable, allocable, and allowable by the sponsoring agency. A project schedule will also be provided and kept up to date. This allows the Project Management Team to accurately manage the budget and timeline of the project, while also ensuring all work has been completed on time.

The Project Management Team will meet once a month at a minimum throughout the period of performance to discuss, analyze, and ensure continuous management of the project. By Hall County establishing a Project Management Team to oversee the Navajo Circle Life/Safety Grade Separation Planning Project, compliance can be guaranteed, and project will be kept on track while not exceeding the budget.

Hall County processes grant agreements by having the Chairman of the Board of Commissioners sign as a legal signatory for items presented and approved by the Board of Commissioners at a public voting hearing held prior to signing. This is a two-step process to gain full approval by the Board for accepting and legally committing to a grant agreement. All reimbursement claims submitted to the sponsoring agency are strongly analyzed to ensure grant compliance with local, state, and federal reporting requirements have been met.

Hall County contracts with an external audit firm on an annual basis to perform a Single Audit. Hall County successfully processed over \$8.5 million in federal grant expenditures in fiscal year 2023 alone, per the Schedule of Expenditures of Federal Awards (SEFA) for 2023. Based on FY2023 audit, almost 78% of Hall County's investments lie with capital assets, net any related outstanding debt used to acquire those assets. These assets are marked restricted and not available for future spending. The additional portion of the county's net position 22% are marked temporary restricted. These funds utilized for a specific use given strict guidelines. From fiscal year 2022 to 2023 Hall County reflected a positive net position increase of over \$17 million. This change in net position is an indicator of Hall County's financial stability and positive financial health. Hall County's Annual Comprehensive Financial Report is made available at [www.hallcounty.org](http://www.hallcounty.org).

**SCHEDULE:**

<b>Task #</b>	<b>Deliverable Name</b>	<b>Due Date</b>
1	Project Award	Jan. 2, 2025
2	Advertisement, Bid, and Consultant Selection	June 15, 2025
3	Detailed Project Work Plan, Budget and Schedule (6 months)	Dec. 31, 2025
4	Concept Design and Environmental (6 months)	June 30, 2026
5	Preliminary Engineering & Right of Way (6 months)	Dec. 31, 2026

**PERFORMANCE MEASURES:**

Hall County will work together with all who are affected by the Navajo Circle Railroad Crossing through a coordinated process. Communication and input from the Norfolk Southern Railway, local businesses, community members, and funding partners will be requested to accommodate suggestions. Upon award, Hall County will monitor and evaluate the project's progress through scheduled monthly meetings with the Project Management Team. The Project Management Team will:

- Complete necessary tasks to hire a qualified consultant/contractor to perform required PE and/or environmental work
- Hold regularly scheduled Project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit all required Project documents, including receipts and invoices, to FRA
- Comply with all FRA Project reporting requirements.

#### **49 USC 22905(c)(1) AGREEMENT STATUS:**

Negotiation of this agreement has not yet commenced. Hall County briefed Norfolk Southern on the original FY22 grade separation and crossing elimination application as well as this FY23-24 RCE application. Norfolk Southern has provided a letter of support for the project. It also provided a project point of contact for Hall County to use once the project has been funded.

Hall County anticipates this agreement will be completed without undue delay once the project commences, particularly because the County has recently required elimination of a private grade crossing approximately 4.7 miles to the east of the Project as a condition of zoning approval for development of an industrial site (717781T).

#### **ADDITIONAL MATERIAL ATTACHED:**

- 717786C 1-10-75 AccidentReport.PDF
- 717786C InventoryReport.PDF

#### **LETTER OF FUNDING COMMITMENT ATTACHED:**

- Hall County Board of Commissioners Funding Commitment Letter

#### **LETTERS OF SUPPORT ATTACHED:**

- Gainesville-Hall Metropolitan Planning Organization
- City of Gainesville, Hall Area Transit
- United States Senator Raphael Warnock
- Kubota Manufacturing of America

#### **STATEMENT OF WORK ATTACHED**

#### **HALL COUNTY 2023 ANNUAL FINANCIAL REPORT**

#### **HALL COUNTY, GA 2024 ORGANIZATIONAL CHART**

HIGHWAY-RAIL GRADE CROSSING  
ACCIDENT/INCIDENT REPORT

DEPARTMENT OF TRANSPORTATION  
FEDERAL RAILROAD ADMINISTRATION (FRA)

OMB Approval No. 2130-0500

Name Of				Alphabetic Code	RR Accident/Incident No.
1. Reporting Railroad <b>SOUTHERN RAILWAY COMPANY [SOU]</b>				1a. <b>SOU</b>	1b. <b>GC0375003</b>
2. Other Railroad Involved in Train Accident/Incident				2a.	2b.
3. Railroad Responsible for Track Maintenance				3a.	3b.
4. U.S. DOT-AAR Grade Crossing ID No. <b>717786C</b>		5. Date of Accident/Incident <b>01/10/75</b>		6. Time of Accident/Incident <b>09:52 PM</b>	
7. Nearest Railroad Station <b>GAINESVILLE</b>		8. Division	9. County <b>HALL</b>		10. State Code Abbr. <b>13 GA</b>
11. City (if in a city)		12. Highway Name or No. <b>VANDIVER RD</b>			<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private
Highway User Involved			Rail Equipment Involved		
13. Type C. Truck-trailer F. Bus J. Other Motor Vehicle Code A. Auto D. Pick-up truck G. School Bus K. Pedestrian B. Truck E. Van H. Motorcycle M. Other (specify) <b>A</b>			17. Equipment 4. Car(s) (moving) 8. Other (specify) Code 1. Train (units pulling) 5. Car(s) (standing) A. Train pulling- RCL 2. Train (units pushing) 6. Light loco(s) (moving) B. Train pushing- RCL 3. Train (standing) 7. Light loco(s) (standing) C. Train standing- RCL <b>1</b>		
14. Vehicle Speed (est. mph at impact) <b>0</b>		15. Direction (geographical) Code 1. North 2. South 3. East 4. West <b>1</b>		18. Position of Car Unit in Train <b>1</b>	
16. Position 1. Stalled on crossing 3. Moving over crossing Code 2. Stopped on Crossing 4. Trapped <b>2</b>		19. Circumstance 1. Rail equipment struck highway user Code 2. Rail equipment struck by highway user <b>1</b>			
20a. Was the highway user and/or rail equipment involved in the impact transporting hazardous materials? 1. Highway User 2. Rail Equipment 3. Both 4. Neither <b>4</b>		20b. Was there a hazardous materials release by Code 1. Highway User 2. Rail Equipment 3. Both 4. Neither			
20c. State the name and quantity of the hazardous material released, if any					
21. Temperature (specify if minus) <b>55</b> °F		22. Visibility (single entry) Code 1. Dawn 2. Day 3. Dusk 4. Dark <b>4</b>		23. Weather (single entry) Code 1. Clear 2. Cloudy 3. Rain 4. Fog 5. Sleet 6. Snow <b>3</b>	
24. Type of Equipment A. Spec. MoW Equip Consist 1. Freight train 4. Work train 7. Yard/Switching (single entry) 2. Passenger train 5. Single car 8. Light loco(s) Code 3. Commuter train 6. Cut of cars 9. Main./inspect. car <b>1</b>			25. Track Type Used by Rail Code Equipment Involved 1. Main 2. Yard 3. Siding 4. Industry <b>1</b>		26. Track Number or Name <b>MAIN</b>
27. FRA Track Class <b>4</b>	28. Number of Locomotive Units <b>41</b>	29. Number of Cars <b>503</b>	30. Consist Speed (Recorded if available) Code R. Recorded <b>5</b> mph <b>E</b> E. Estimated		31. Time Table Direction Code 1. North 2. South 3. East 4. West <b>1</b>
32. Type of Crossing 1. Gates 4. Wig wags 7. Crossbucks 10. Flagged by crew Warning 2. Cantilever FLS 5. Hwy. traffic signals 8. Stop signs 11. Other (specify) 3. Standard FLS 6. Audible 9. Watchman 12. None			33. Signaled Crossing Warning		34. Whistle Ban Code 1. Yes 2. No 3. Unknown
Code(s) <b>07 08</b>		35. Location of Warning Code 1. Both Sides 2. Side of Vehicle Approach 3. Opposite Side of Vehicle Approach <b>1</b>		36. Crossing Warning Interconnected with Highway Signals Code 1. Yes 2. No 3. Unknown <b>2</b>	
37. Crossing Illuminated by Street Lights or Special Lights Code 1. Yes 2. No 3. Unknown <b>2</b>		38. Driver's Age 39. Driver's Gender Code 1. Male 2. Female		40. Driver Drove Behind or in Front of Train and Struck or was Struck by Second Train Code 1. Yes 2. No 3. Unknown <b>2</b>	
41. Driver Code 1. Drove around or thru the gate 4. Stopped on crossing 2. Stopped and then proceeded 5. Other (specify) 3. Did not stop <b>4</b>		42. Driver Passed Standing Highway Vehicle Code 1. Yes 2. No 3. Unknown <b>3</b>			
43. View of Track Obscured by (primary obstruction) Code 1. Permanent Structure 3. Passing Train 5. Vegetation 7. Other (specify) 2. Standing railroad equipment 4. Topography 6. Highway Vehicles 8. Not Obstructed <b>8</b>		44. Driver was Code 1. Killed 2. Injured 3. Uninjured <b>2</b>		45. Was Driver in the Vehicle? Code 1. Yes 2. No <b>1</b>	
46. Highway-Rail Crossing Users <b>0</b> <b>1</b>		47. Highway Vehicle Property Damage (est. dollar damage) <b>\$1,000</b>		48. Total Number of Highway-Rail Crossing Users (include driver) <b>1</b>	
49. Railroad Employees <b>0</b> <b>0</b>		50. Total Number of People on Train (include passengers and crew)		51. Is a Rail Equipment Accident / Incident Report Being Filed Code 1. Yes 2. No <b>2</b>	
52. Passengers on Train <b>0</b> <b>0</b>					
53a. Special Study Block			53b. Special Study Block		
54. Narrative Description					
55. Typed Name and Title		56. Signature			57. Date

# U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION  
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk \* denotes an optional field.

<b>A. Revision Date</b> (MM/DD/YYYY) 03 / 02 / 2024	<b>B. Reporting Agency</b> <input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Transit <input type="checkbox"/> State <input type="checkbox"/> Other	<b>C. Reason for Update (Select only one)</b> <input checked="" type="checkbox"/> Change in Data <input type="checkbox"/> Re-Open <input type="checkbox"/> New Crossing <input type="checkbox"/> Date Change Only <input type="checkbox"/> Closed <input type="checkbox"/> Change in Primary Operating RR <input type="checkbox"/> No Train Traffic <input type="checkbox"/> Admin. Correction <input type="checkbox"/> Quiet Zone Update	<b>D. DOT Crossing Inventory Number</b> 717786C
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## Part I: Location and Classification Information

<b>1. Primary Operating Railroad</b> Norfolk Southern Railway Company [NS]		<b>2. State</b> GEORGIA	<b>3. County</b> HALL		
<b>4. City / Municipality</b> <input checked="" type="checkbox"/> In <input type="checkbox"/> Near GAINESVILLE		<b>5. Street/Road Name &amp; Block Number</b> NAVAJO CIRCLE (Street/Road Name)   * (Block Number)	<b>6. Highway Type &amp; No.</b> CR 1203		
<b>7. Do Other Railroads Operate a Separate Track at Crossing?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR		<b>8. Do Other Railroads Operate Over Your Track at Crossing?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Specify RR ATK			
<b>9. Railroad Division or Region</b> <input type="checkbox"/> None COASTAL	<b>10. Railroad Subdivision or District</b> <input type="checkbox"/> None GRENVILLE	<b>11. Branch or Line Name</b> <input checked="" type="checkbox"/> None	<b>12. RR Milepost</b> 0579.970 (prefix)   (nnnn.nnn)   (suffix)		
<b>13. Line Segment</b> *	<b>14. Nearest RR Timetable Station</b> * GAINESVILLE	<b>15. Parent RR (if applicable)</b> <input checked="" type="checkbox"/> N/A	<b>16. Crossing Owner (if applicable)</b> <input checked="" type="checkbox"/> N/A		
<b>17. Crossing Type</b> <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	<b>18. Crossing Purpose</b> <input checked="" type="checkbox"/> Highway <input type="checkbox"/> Pathway, Ped. <input type="checkbox"/> Station, Ped.	<b>19. Crossing Position</b> <input checked="" type="checkbox"/> At Grade <input type="checkbox"/> RR Under <input type="checkbox"/> RR Over	<b>20. Public Access (if Private Crossing)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>21. Type of Train</b> <input checked="" type="checkbox"/> Freight <input checked="" type="checkbox"/> Intercity Passenger <input type="checkbox"/> Commuter <input type="checkbox"/> Transit <input type="checkbox"/> Shared Use Transit <input type="checkbox"/> Tourist/Other	<b>22. Average Passenger Train Count Per Day</b> <input type="checkbox"/> Less Than One Per Day <input checked="" type="checkbox"/> Number Per Day 2
<b>23. Type of Land Use</b> <input type="checkbox"/> Open Space <input type="checkbox"/> Farm <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Recreational <input type="checkbox"/> RR Yard					
<b>24. Is there an Adjacent Crossing with a Separate Number?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Provide Crossing Number			<b>25. Quiet Zone (FRA provided)</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> 24 Hr <input type="checkbox"/> Partial <input type="checkbox"/> Chicago Excused Date Established		
<b>26. HSR Corridor ID</b> <input checked="" type="checkbox"/> N/A	<b>27. Latitude in decimal degrees</b> (WGS84 std: nn.nnnnnnn) 34.3438246	<b>28. Longitude in decimal degrees</b> (WGS84 std: -nnn.nnnnnnn) -83.7806825	<b>29. Lat/Long Source</b> <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated		
<b>30.A. Railroad Use *</b>			<b>31.A. State Use *</b>		
<b>30.B. Railroad Use *</b>			<b>31.B. State Use *</b>		
<b>30.C. Railroad Use *</b>			<b>31.C. State Use *</b>		
<b>30.D. Railroad Use *</b>			<b>31.D. State Use *</b>		
<b>32.A. Narrative (Railroad Use) *</b>			<b>32.B. Narrative (State Use) *</b>		
<b>33. Emergency Notification Telephone No. (posted)</b> 800-946-4744		<b>34. Railroad Contact (Telephone No.)</b> 800-946-4744		<b>35. State Contact (Telephone No.)</b> 404-631-1375	

## Part II: Railroad Information

<b>1. Estimated Number of Daily Train Movements</b>				
<b>1.A. Total Day Thru Trains (6 AM to 6 PM)</b> 11	<b>1.B. Total Night Thru Trains (6 PM to 6 AM)</b> 6	<b>1.C. Total Switching Trains</b> 6	<b>1.D. Total Transit Trains</b> 0	<b>1.E. Check if Less Than One Movement Per Day</b> <input type="checkbox"/> How many trains per week? _____
<b>2. Year of Train Count Data (YYYY)</b> 2021		<b>3. Speed of Train at Crossing</b> 3.A. Maximum Timetable Speed (mph) 79 3.B. Typical Speed Range Over Crossing (mph) From 50 to 60		
<b>4. Type and Count of Tracks</b> Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
<b>5. Train Detection (Main Track only)</b> <input checked="" type="checkbox"/> Constant Warning Time <input type="checkbox"/> Motion Detection <input type="checkbox"/> AFO <input type="checkbox"/> PTC <input type="checkbox"/> DC <input type="checkbox"/> Other <input type="checkbox"/> None				
<b>6. Is Track Signaled?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>7.A. Event Recorder</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>7.B. Remote Health Monitoring</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



# U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 03/02/2024		PAGE 2		D. Crossing Inventory Number (7 char.) 717786C		
<b>Part III: Highway or Pathway Traffic Control Device Information</b>						
1. Are there Signs or Signals? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Types of Passive Traffic Control Devices associated with the Crossing				
2.A. Crossbuck Assemblies (count) 2		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count)	2.D. Advance Warning Signs (Check all that apply; include count) <input type="checkbox"/> None <input checked="" type="checkbox"/> W10-1 1 <input type="checkbox"/> W10-3 <input type="checkbox"/> W10-11 <input type="checkbox"/> W10-2 <input type="checkbox"/> W10-4 <input type="checkbox"/> W10-12		
2.E. Low Ground Clearance Sign (W10-5) <input type="checkbox"/> Yes (count _____) <input checked="" type="checkbox"/> No		2.F. Pavement Markings <input checked="" type="checkbox"/> Stop Lines <input type="checkbox"/> Dynamic Envelope <input checked="" type="checkbox"/> RR Xing Symbols <input type="checkbox"/> None		2.G. Channelization Devices/Medians <input type="checkbox"/> All Approaches <input type="checkbox"/> Median <input type="checkbox"/> One Approach <input checked="" type="checkbox"/> None	2.H. EXEMPT Sign (R15-3) <input type="checkbox"/> Yes <input type="checkbox"/> No	2.I. ENS Sign (I-13) Displayed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.J. Other MUTCD Signs Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) <input type="checkbox"/> Yes <input type="checkbox"/> No	2.L. LED Enhanced Signs (List types)			
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)						
3.A. Gate Arms (count) Roadway 2 Pedestrian 0	3.B. Gate Configuration <input checked="" type="checkbox"/> 2 Quad <input type="checkbox"/> Full (Barrier) Resistance <input type="checkbox"/> 3 Quad <input type="checkbox"/> Median Gates	3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 <input type="checkbox"/> Incandescent Not Over Traffic Lane 0 <input type="checkbox"/> LED		3.D. Mast Mounted Flashing Lights (count of masts) 2 <input type="checkbox"/> Incandescent <input checked="" type="checkbox"/> LED <input checked="" type="checkbox"/> Back Lights Included <input type="checkbox"/> Side Lights Included	3.E. Total Count of Flashing Light Pairs 4	
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) ____/____/____ <input checked="" type="checkbox"/> Not Required		3.G. Wayside Horn <input type="checkbox"/> Yes Installed on (MM/YYYY) ____/____/____ <input checked="" type="checkbox"/> No		3.H. Highway Traffic Signals Controlling Crossing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3.I. Bells (count) 1	
3.J. Non-Train Active Warning <input type="checkbox"/> Flagging/Flagman <input type="checkbox"/> Manually Operated Signals <input type="checkbox"/> Watchman <input type="checkbox"/> Floodlighting <input checked="" type="checkbox"/> None				3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____		
4.A. Does nearby Hwy Intersection have Traffic Signals? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	4.B. Hwy Traffic Signal Interconnection <input checked="" type="checkbox"/> Not Interconnected <input type="checkbox"/> For Traffic Signals <input type="checkbox"/> For Warning Signs	4.C. Hwy Traffic Signal Preemption <input type="checkbox"/> Simultaneous <input type="checkbox"/> Advance	5. Highway Traffic Pre-Signals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Storage Distance * 0 Stop Line Distance * 0	6. Highway Monitoring Devices (Check all that apply) <input type="checkbox"/> Yes - Photo/Video Recording <input type="checkbox"/> Yes - Vehicle Presence Detection <input checked="" type="checkbox"/> None		
<b>Part IV: Physical Characteristics</b>						
1. Traffic Lanes Crossing Railroad Number of Lanes 2 <input type="checkbox"/> One-way Traffic <input type="checkbox"/> Two-way Traffic <input type="checkbox"/> Divided Traffic		2. Is Roadway/Pathway Paved? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3. Does Track Run Down a Street? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/____ Width * _____ Length * _____ <input type="checkbox"/> 1 Timber <input checked="" type="checkbox"/> 2 Asphalt <input type="checkbox"/> 3 Asphalt and Timber <input type="checkbox"/> 4 Concrete <input type="checkbox"/> 5 Concrete and Rubber <input type="checkbox"/> 6 Rubber <input type="checkbox"/> 7 Metal <input type="checkbox"/> 8 Unconsolidated <input type="checkbox"/> 9 Composite <input type="checkbox"/> 10 Other (specify) _____						
6. Intersecting Roadway within 500 feet? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Approximate Distance (feet) _____			7. Smallest Crossing Angle <input type="checkbox"/> 0° - 29° <input type="checkbox"/> 30° - 59° <input checked="" type="checkbox"/> 60° - 90°	8. Is Commercial Power Available? * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Part V: Public Highway Information</b>						
1. Highway System <input type="checkbox"/> (01) Interstate Highway System <input type="checkbox"/> (02) Other Nat Hwy System (NHS) <input type="checkbox"/> (03) Federal AID, Not NHS <input checked="" type="checkbox"/> (08) Non-Federal Aid		2. Functional Classification of Road at Crossing <input type="checkbox"/> (0) Rural <input checked="" type="checkbox"/> (1) Urban <input type="checkbox"/> (1) Interstate <input type="checkbox"/> (5) Major Collector <input type="checkbox"/> (2) Other Freeways and Expressways <input type="checkbox"/> (3) Other Principal Arterial <input type="checkbox"/> (6) Minor Collector <input type="checkbox"/> (4) Minor Arterial <input checked="" type="checkbox"/> (7) Local		3. Is Crossing on State Highway System? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	4. Highway Speed Limit 30 _____ MPH <input checked="" type="checkbox"/> Posted <input type="checkbox"/> Statutory	
5. Linear Referencing System (LRS Route ID) *						
6. LRS Milepost *						
7. Annual Average Daily Traffic (AADT) Year 2007 AADT 001400		8. Estimated Percent Trucks 05 _____ %	9. Regularly Used by School Buses? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Average Number per Day 10 _____		10. Emergency Services Route <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Submission Information - This information is used for administrative purposes and is not available on the public website.</b>						
Submitted by _____ Organization _____ Phone _____ Date _____						
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.						

APPENDIX A – STATEMENT OF WORK  
NAVAJO CIRCLE LIFE/SAFETY GRADE SEPARATION  
HALL COUNTY, GEORGIA

*In accordance with the FY23-FY24 NOFO the following material details the proposed work to be performed under the grant. Upon award, Hall County would work closely with FRA staff to amend and format this document to fully comply with requirements of FRA and the RCE program*

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**I. AUTHORITY**

<b>Authorization</b>	<b>49 USC 22909</b>
<b>Funding Authority</b>	<b>Section 22305 of the IIJA/BIL (Pub. L. 117-58, November 15, 2021)</b>
<b>NOFO</b>	<b>Notice of Funding Opportunity for the FY 2023–FY 2024 Railroad Crossing Elimination Program 2024-15061 (89 FR 56788) July 10, 2024</b>

**II. BACKGROUND**

This Agreement funds the Grantee (Hall County, Georgia) with the Federal portion to be used to execute the Track 1 planning work proposed by the Grantee in response to the NOFO. The Project evaluates alternatives for grade separation at or near the current crossing.

The Navajo Circle crossing is the only means of public access to/from a large neighborhood (1,400 vehicles per day) that becomes isolated and at risk for life/safety events each time the single-track crossing is blocked by any of the 23 trains a day, including north and southbound Amtrak passenger rail. Frequency and length of trains are expected to increase further as the Blue Ridge Connector inland port becomes operational with five days-a-week service in 2025.

The last recorded rail/vehicle with injury incident at the crossing involved a train at night in the rain with 41 locomotives and 503 cars. The lead locomotive impacted a passenger car which had stopped on the tracks with the driver inside at time of impact. Thankfully, estimated speed of the consist was only 5 mph at the time of impact.

### **III. PROJECT LOCATION**

The Project is at highway-rail grade crossing 717786C at milepost 0579.970 on the Norfolk-Southern rail line.

### **IV. DESCRIPTION OF WORK**

#### **Task 1: Project Administration and Management**

##### *Subtask 1.1: Project Administration*

The Recipient will perform all tasks required for the Non-Major Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Neighborhoods of Quiet Place in the Woods, Mir-a-Mar and Heritage Landing
- Norfolk Southern – Southern Region, Georgia Division
- Kubota Manufacturing of America Corporation
- City of Gainesville, Georgia
- Gainesville-Hall Metropolitan Planning Organization
- Georgia Department of Transportation – Intermodal Division
- FRA

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- participate in a Project kickoff meeting with FRA following award;
- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

##### *Subtask 1.2: Project Management Plan*

The Recipient will prepare a Project Management Plan (PMP), that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of this Attachment 2, but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of this Attachment 2, but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on

subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

The Recipient will identify agreements governing the construction, operation, and maintenance of the Project in the PMP. If requested by FRA, the Recipient will provide FRA the final, executed copies of any agreements within ten business days of the request.

The PMP will be consistent with the FRA Guidance on Development and Implementation of Railroad Capital Projects (Railroad Capital Projects Guidance) and 49 U.S.C. § 22903, as applicable.

### Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones.

#### Task 1 Deliverables

- Project Management Plan
- Final Performance Report

### **Task 2: Purpose & Need Statement and Stakeholder Coordination Plan**

The Grantee acknowledges that work on Tasks 3 will not commence until the Task 2 Deliverables, have been completed, submitted to FRA, and the Grantee has received approval in writing from FRA to commence work on subsequent tasks. FRA will not reimburse the Grantee for costs incurred in contravention of this requirement.

#### Subtask 2.1: Preliminary Purpose and Need Statement

The Grantee will develop, and submit to FRA for approval, a preliminary Purpose and Need statement to serve as the foundation for the Alternatives Analysis. The preliminary Purpose and Need is for project planning and will be subject to agency and public review and comment as part of a potential future NEPA process.

#### Subtask 2.2: Stakeholder Coordination Plan

A Stakeholder Coordination Plan will need to identify key contacts within agencies, civic and business groups, public officials, relevant interest groups, present and potential riders/users, private service providers/shippers, other key stakeholder groups, and the public. The Stakeholder Coordination Plan will also identify potential state, local, and Federal agencies that should be

consulted with. The plan will identify involvement activities linked to key milestones in the planning/conceptual engineering and alternatives analysis process and align with the Detailed Project Schedule from Task 1. The Grantee will prepare, and submit to FRA for approval, a Stakeholder Coordination Plan.

#### Task 2 Deliverables

- Preliminary Purpose & Need Statement
- Stakeholder Coordination Plan

### **Task 3: Alternatives Analysis**

The Grantee will submit to FRA, for approval, an Alternatives Analysis report, which will determine the preliminary range of reasonable alternatives to carry forward into future project development phases. The Grantee must consider at least two alternatives which can include the no-build alternative along with one proposed alternative for each rail crossing. The Alternatives Analysis report will build upon completed and approved deliverables identified in Tasks 1 through 3. Prior to initiating work under Task 3 the Grantee will submit to FRA, for approval, a memo documenting the methodologies to be employed in carrying out Alternative Analysis.

#### *Subtask 3.1: Existing Conditions*

The Grantee will assess the condition of current rail operations and infrastructure and other conditions within the project area. This should include information on the roadway crossing characteristics, train operations and safety, maintenance activities, engineering/capacity constraints of the existing facilities or infrastructure. Identify any planned or programmed infrastructure improvements contained in state and local planning documents and check to see if rail operators have planned infrastructure enhancements.

- Roadway Crossing Features: The number of highway lanes, highway speed limit, traffic flows, character of highway traffic through the railroad crossing, types of traffic control devices (including protective devices), land use, sight distance, topography, and distance to the next closest crossing. Include information on sidewalks, bicycle lanes and public transit (if this applies).
- Train Operations: The number of train tracks, train speed and train traffic through the railroad crossing.
- Safety: The safety of the highway-rail grade crossings (including crash history, near misses, injuries, fatalities, or incidences of rail-related trespassing for each railroad crossing, if such exists), and deficiencies that hinder achieving a higher level of safety.

#### *Subtask 3.2: Transportation Technical Analysis*

The Grantee will conduct a transportation technical analysis of the railroad crossing. The Federal Highway Administration *Scoping and Conducting Data-Driven 21st Century Transportation*

*System Analyses* (2017)<sup>1</sup> document can be used as a reference to help scope the technical analysis. The transportation technical analysis should be completed for each alternative. General considerations for the technical analysis should include the following items listed below.

- Traffic counts per day that use the roadway now versus the traffic counts expected in the future, including any seasonal variation in traffic counts. Include pedestrian and bicycle counts if this applies
- Determine the travel delay including the peak demand for each railroad crossing
- Frequency and duration of roadway blockage by trains including sidewalks and bicycle lanes (if this applies) and consider peak demand for train operations
- Discuss the direction the travel delays are occurring in (northbound, southbound, westbound, and eastbound)
- The character of the adjacent road network and whether the railroad crossing creates access issues for the community, and does this consider future development projections close to the railroad crossing? For relevant circumstances, access issues for schools and/or emergency facilities

If the Grantee is performing a microsimulation, section 6 (pages 42-55) in the *Case Studies to Develop a Highway-Rail Grade Crossing Analysis Framework Using Microsimulation* (2023)<sup>2</sup> document should be used for guidance. Additionally, the Grantee should provide the supporting data for the technical analysis and if any traffic analysis tool(s) were used to perform the work. The Grantee will work with the FRA to determine any further technical analysis and traffic simulation required to perform a thorough assessment of vehicle movements impacted by potential grade crossing changes.

### *Subtask 3.3: Conceptual Engineering*

The Grantee will develop conceptual engineering to a level sufficient to identify necessary infrastructure improvements and determine the cost estimates for each alternative. Conceptual engineering will include developing design criteria, track work concepts, structural concepts and roadway crossing concepts for grade separation or closure, track relocation, installation of protective devices (signals, signs, other and measures that improve safety), mobility enhancements, and technology solutions, etc. The Grantee will coordinate with key stakeholders including FRA on this task. The conceptual engineering designs will form the basis of the Project design and construction. The scope elements should fulfil the high-level conceptual engineering requirements found in the *Railroad Capital Project Guidance* (2023)<sup>3</sup> document section V.b.ii.D.

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<sup>1</sup> *Scoping and Conducting Data-Driven 21st Century Transportation System Analyses* is available at <https://ops.fhwa.dot.gov/publications/fhwahop16072/fhwahop16072.pdf>

<sup>2</sup> *Case Studies to Develop a Highway-Rail Grade Crossing Analysis Framework Using Microsimulation* is available at <https://railroads.dot.gov/elibrary/case-studies-develop-highway-rail-grade-crossing-analysis-framework-using-microsimulation>

#### Subtask 3.4: Capital Cost Estimates

The objective of this task is to identify the capital cost to design, construct, and implement the proposed project. The Grantee will provide capital cost estimates for each alternative, including quantity and unit cost of each element relating to core track structures, roadway crossing enhancements, land acquisition, contingencies, and any new facilities or upgrades required for train operations.

#### Subtask 3.5: Preliminary Environmental Impact Analysis

The objective of this task is to identify key environmental considerations in the development of the alternatives to support future lifecycle stages of the project's development. The Grantee will perform a high-level qualitative socioeconomic, cultural, human environment, and natural environmental resource inventory and preliminary effects analysis as part of the development and screening of options concurrently with tasks 3.3 and 3.4. The Grantee can use the *Railroad Capital Project Guidance (2023)*<sup>3</sup> document section IV.b.ii.E as a high-level reference for developing the preliminary environmental analysis.

#### Task 3 Deliverables

- Existing Conditions Report
- Alternative Analysis (with supporting Conceptual Engineering, Transportation Analysis, and Preliminary Environmental Impact Analysis)
- Capital Cost Estimates

### **V. PROJECT COORDINATION**

The Grantee shall perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Norfolk Southern
- Neighborhoods of Heritage Landing, Mir-a-Mar and Quiet Place in the Woods
- Kubota Manufacturing of America Corporation
- City of Gainesville, Georgia
- Georgia Department of Transportation
- Federal Railroad Administration

### **VI. PROJECT MANAGEMENT**

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Grantee will monitor and evaluate

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<sup>3</sup> *Railroad Capital Project Guidance* is available at <https://railroads.dot.gov/elibrary/fra-guidance-development-and-implementation-railroad-capital-project>

the Project's progress through regular progress meetings scheduled throughout the Project's duration. The Grantee will:

- Complete necessary tasks to hire a qualified consultant/contractor to perform required PE and/or environmental work
- Hold regularly scheduled Project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Periodically submit required Project documents, including receipts and invoices, to FRA
- Comply with all FRA Project reporting requirements.





Hall County Government  
BOARD OF COMMISSIONERS

September 20, 2024

Office of the Secretary  
Department of Transportation  
1200 New Jersey Ave, SE  
Washington, DC 20590

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8288

RE: FY 2023–FY 2024 Railroad Crossing Elimination Program

To Whom It May Concern,

CHAIRMAN  
Richard P. Higgins

On behalf of the Hall County Board of Commissioners, I would like to provide this letter of support in the amount of \$79,840.00 in cost share. Hall County's source of the funding is noted within the Project Budget on page #2 of the Project Narrative, "Navajo Circle Life/Safety Grade Separation." We are requesting an additional \$319,360.00 in federal funding assistance to complete the total proposed project cost of \$399,200.00. This local cost share is provided from Hall County's local funding source, SPLOST.

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

COUNTY ADMINISTRATOR  
Zachary T. Propes

The Hall County Board of Commissioners certifies that it 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 questions on these matters, contact Sommer Green at 770-297-5503.

ASSISTANT  
COUNTY ADMINISTRATOR  
Katie Crumley

Sincerely,

ASSISTANT  
COUNTY ADMINISTRATOR  
Casey Ramsey

Richard Higgins  
Chairman  
Hall County Board of Commissioners

COUNTY CLERK  
Jennifer Rivera

September 5, 2024

Dear Federal Railroad Administration, U.S. Department of Transportation,

I am writing this letter in support of Hall County, Georgia and their proposed grant application "Navajo Circle Railroad Crossing Planning Project Supporting Georgia Ports Authority's Northeast Georgia Inland Port." The FY 2023 - 2024 Railroad Crossing Elimination Grant program has the potential to make a real impact in our community.

The Navajo Circle Railroad Crossing Planning Project Supporting Georgia Ports Authority's Northeast Georgia Inland Port will assist to fund the implementation for relocation of one of Hall County's railroad crossings. Citizens and visitors of Hall County will benefit by improving emergency response time for first responders. Trains that currently encounter passenger vehicles will be rerouted away from traffic, eliminating highway-rail crossing accidents within this area. Mobility will be more efficient and carbon emissions will decrease by decreased idling time. While Hall County has continued to rapidly grow, this project will assist with job creation and benefit a disadvantaged census tract within the area. With the assistance of the Federal Railroad Administration, this project will move Hall County to safer, more efficient, and economically secure future.

I believe Hall County, Georgia is positioned to execute this project with excellence. Working along with the Federal Railroad Administration and the US Department of Transportation, Hall County's commitment to this project will ensure a successful implementation to realign Navajo Circle Railroad Crossing.

The Gainesville-Hall Metropolitan Planning Organization (GHMPO) wholeheartedly endorses the proposed project "Navajo Circle Crossing Planning Project Supporting Georgia Ports Authority Northeast Georgia Inland Port" by Hall County, Georgia and believe that it has the potential to make a lasting impact to its citizens and visitors of the area.

Thank you for your consideration,



Joseph Boyd  
Transportation Planning Director  
Gainesville-Hall Metropolitan Planning Organization (GHMPO)



CITY OF  
**GAINESVILLE**

GAINESVILLE-HALL COMMUNITY SERVICE CENTER

September 16, 2024

Federal Railroad Administration  
U.S. Department of Transportation,

I am writing this letter in support of Hall County, Georgia and their proposed grant application **“Navajo Circle Railroad Crossing Planning Project Supporting Georgia Ports Authority’s Northeast Georgia Inland Port.”** The FY 2023 - 2024 Railroad Crossing Elimination Grant program has the potential to make a real impact in our community.

The Navajo Circle Railroad Crossing Planning Project Supporting Georgia Ports Authority’s Northeast Georgia Inland Port will assist to fund the implementation for relocation of one of Hall County’s railroad crossings. Citizens and visitors of Hall County will benefit by improving emergency response time for first responders. Trains that currently encounter passenger vehicles will be rerouted away from traffic, eliminating highway-rail crossing accidents within this area. Mobility will be more efficient and carbon emissions will decrease by decreased idling time. While Hall County has continued to rapidly grow, this project will assist with job creation and benefit a disadvantaged census tract within the area. With the assistance of the Federal Railroad Administration this project will move Hall County to safer, more efficient, and economically secure future.

I believe Hall County, Georgia is positioned to execute this project with excellence. Working along with the Federal Railroad Administration and the Department of Transportation, Hall County’s commitment to this project will ensure a successful implementation to realign Navajo Circle Railroad Crossing.

I wholeheartedly endorse the proposed project “Navajo Circle Crossing Planning Project Supporting Georgia Ports Authority Northeast Georgia Inland Port” by Hall County, Georgia and believe that it has the potential to make a lasting impact to its citizens and visitors of the area.

Thank you for your consideration,

Sincerely,

*Phillippa Lewis Moss*

Director, Gainesville-Hall Community Service Center  
General Manager, Hall Area Transit  
Administrative Director, Gainesville-Hall Community Council on Aging

United States Senate  
WASHINGTON, DC 20510

The Honorable Pete Buttigieg  
Secretary  
U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

September 19, 2024

Dear Secretary Buttigieg,

I am glad to write this letter encouraging the full and fair consideration of the application from Hall County for the Department of Transportation, Federal Railroad Administration Railroad Crossing Elimination Grant Program funding.

If awarded, this funding will be used to assist the relocation of one of Hall County's railroad crossings. The county expects that this project will help improve emergency response and passenger vehicle travel time, reduce emissions and train idling, and facilitate job creation in a disadvantaged census tract. With the assistance of the Federal Railroad Administration, this project will help move Hall County to safer, more efficient, and economically secure future.

I encourage your full and fair consideration of this application, consistent with all agency rules and regulations. If you have any questions, please contact Tyler Hofmann-Reardon at (202) 224-3643 or [Tyler\\_Hofmann-Reardon@warnock.senate.gov](mailto:Tyler_Hofmann-Reardon@warnock.senate.gov).

Sincerely,



Reverend Raphael Warnock  
United States Senator



KUBOTA Manufacturing of America  
2715 Ramsey Rd.  
Gainesville, GA 30501

September 16, 2024

Dear Federal Railroad Administration, U.S. Department of Transportation,

I am writing this letter in support of Hall County, Georgia and their proposed grant application "Navajo Circle Railroad Crossing Planning Project Supporting Georgia Ports Authority's Northeast Georgia Inland Port." The FY 2023 - 2024 Railroad Crossing Elimination Grant program has the potential to make a real impact in our community.

The Navajo Circle Railroad Crossing Planning Project Supporting Georgia Ports Authority's Northeast Georgia Inland Port will assist to fund the implementation for relocation of one of Hall County's railroad crossings. Citizens and visitors of Hall County will benefit by improving emergency response time for first responders. Trains that currently encounter passenger vehicles will be rerouted away from traffic, eliminating highway-rail crossing accidents within this area. Mobility will be more efficient and carbon emissions will decrease by decreased idling time. While Hall County has continued to rapidly grow, this project will assist with job creation and benefit a disadvantaged census tract within the area. With the assistance of the Federal Railroad Administration this project will move Hall County to safer, more efficient, and economically secure future.

I believe Hall County, Georgia is positioned to execute this project with excellence. Working along with the Federal Railroad Administration and the Department of Transportation, Hall County's commitment to this project will ensure a successful implementation to realign Navajo Circle Railroad Crossing.

I wholeheartedly endorse the proposed project "Navajo Circle Crossing Planning Project Supporting Georgia Ports Authority Northeast Georgia Inland Port" by Hall County, Georgia and believe that it has the potential to make a lasting impact to its citizens and visitors of the area.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read "Ryan Owen", is located below the text "Thank you for your consideration,".

Ryan Owen  
Vice President



## AGENDA ITEM

### Consent Agenda

---

**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 540/2024

**SUBJECT:** Approval and authorization for the Chairman to execute a Settlement Agreement with DANJI, LLC and Phoenix Financial Holdings, Inc. to acquire a portion of White Sulphur Road Realignment Project Parcels 1, 3, and 7 in the amount of \$1,350,000.00; and authorization to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney. Commission District 3.

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#### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

#### Executive Summary:

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

**Purpose of Request:** Approval and authorization for the Chairman to execute a Settlement Agreement with DANJI, LLC and Phoenix Financial Holdings, Inc. to acquire a portion of White Sulphur Road Realignment Project Parcels 1, 3, and 7 in the amount of \$1,350,000.00; and authorization to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney. Commission District 3.

**History:** County representatives negotiated a settlement after condemnation to resolve the litigated issue of damages as a result of the condemnation of Parcels 1, 3, and 7 for the Project.

**Facts and Issues:**

**Options:**

The County needed portions of Parcels 1, 3, and 7 for road improvements project known as White Sulphur Road Realignment Project (P.I. #1162100). The County authorized condemnation of the required property for the Project. The necessary property for the Project was condemned and negotiations continued in an effort to resolve the matter of damages as a result of the taking. The County agrees to pay DANJI, LLC \$1,350,000.00 as just and adequate compensation for all property and rights taken by condemnation. \$1,023,300.00 has been paid to the Court Registry pursuant to the condemnation proceedings. This Agenda Item requests authority for the Chairman to execute a Settlement Agreement, authorizing an additional \$326,700.00 to settle this litigated matter.

**Funding Requested** \$ 326,700.00  
**Are funds within current budget?** Yes  
**Source of Funds** SPLOST VIII  
**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** Yes  
**Has it been reviewed by the County Attorney?** Yes  
**Is there a deadline for this item?**

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
BN	BN	JM	TS
<b>Attorney</b>	<b>Administration</b>		<b>Clerk</b>
WLI	CR		JR

**Attachments:**

- Financial Supplement
- Final Settlement - DANJI
- Consent Order and Final Judgement



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

**AGENDA ITEM 540/2024**

**Funds Requested:** \$ 326,700.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

SPLOST VIII

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2025	324-SPLOST VIII	4971-ENGINEERING	541100-LAND	\$326,700.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:**

**Phone:**



## SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** (hereinafter, the “Agreement”) is hereby made and entered into by and between **HALL COUNTY, GEORGIA** (“Hall County”), **DANJI, LLC** (hereinafter referred to as “Owner”), and **PHOENIX FINANCIAL HOLDINGS, INC. (as successor to JIMCO Insurance Company of Georgia, LTD)** (“Phoenix”).

### WITNESSETH

**WHEREAS**, the Board of Commissioners of Hall County, Georgia (the “Board”) authorized on February 14, 2023, the location and design of the White Sulphur Road Realignment Project (Federal Award ID Number 04-0107651 and Purchase Order Number 1162100) (“Project”), a plat or map showing the location and design of said Project (“Project Plans”) is on file with Hall County Public Works and Hall County Board of Commissioners Office; and

**WHEREAS**, the Hall County Board of Commissioners (the “Board of Commissioners”) has determined that the Project is for public road purposes as permitted by law; and

**WHEREAS**, the Board of Commissioners has further determined that to construct the Project it must acquire, by deed or by condemnation proceedings, certain rights of way and easements; and

**WHEREAS**, Owner is the owner of real property identified as Parcels 1, 3, and 7 on the Project Plans, which said property is also identified as Tax Parcel ID Numbers 1) 15020 000012 (Parcel 1, also known as 2862 White Sulphur Road, Gainesville, Georgia 30501); 2) Parcel ID 15020A000012A (Parcel 3, also known as 2894 White Sulphur Road, Gainesville, Georgia 30501); and 3) Parcel ID 15020A000010 (Parcel 7, also known as 3323 Seymour Road, Gainesville, Georgia 30501), all located in Hall County (“Properties”). A description of Parcels 1, 3, and 7 is attached as **Attachment 1**, and by reference made a part hereof; and

**WHEREAS**, Hall County has determined that the acquisition of rights of way in fee simple, permanent easements, and temporary easements, which are located on Properties are necessary for the Project ("Acquired Property"). A description of said Acquired Property are attached as **Attachments 2 through 19**, and by reference made a part hereof; and

**WHEREAS**, Hall County acquired by condemnation the Acquired Property in the matter of *Hall County v. DANJI, LLC*, Civil Action File Number 2024CV000648 (Hall County Superior Court); and

**WHEREAS**, Hall County, the Owner, and Phoenix have negotiated in good faith and agreed that the total sum of \$1,350,000.00 paid to Owner is just and adequate compensation for the Acquired Property, all damages, and all expenses caused by or arising from the condemnation of the Acquired Property for the Project; and

**WHEREAS**, the parties desire to settle all claims and avoid any further litigation related to Hall County's acquisition of the Acquired Property; and

**NOW, THEREFORE**, for and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, Hall County, Owner, and Phoenix, intending to be legally bound hereby, do covenant and agree, as follows:

1. The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement. Accordingly, the parties agree that the recitals above are true and accurate and fully incorporated into this Agreement by this reference as if fully set forth herein. The recitals above, therefore, are contractual and not merely recitals.

2. Hall County shall pay Owner \$1,350,000.00, said sum being the total just and adequate compensation for the condemnation of the Acquired Property, consequential damages, and all other damages arising from the condemnation of the Acquired Property in the matter of *Hall County v. DANJI, LLC, et al.*, CAFN: 2024CV000648 (Superior Court of Hall County).
3. The parties agree that \$1,350,000.00 is just and adequate compensation for the Acquired Property, in addition to consequential damages, and any other damages or expenses that have or may result from the condemnation of the Acquired Property for the Project. Owner and Phoenix each waive any rights to claim for additional compensation for the acquisition of the Acquired Property, except for the compensation specifically agreed to in this Agreement.
4. The parties agree to the terms of the *Consent Order* attached hereto as Exhibit A, and further agree that the *Consent Order* shall be filed in the matter of *Hall County v. DANJI, LLC, et al.*, CAFN: 2024CV000648 (Superior Court of Hall County). The parties further agree to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all the terms, provisions, and conditions of this Agreement.
5. The parties agree that this Agreement is subject to approval by the Hall County Board of Commissioners at a public meeting.
6. Phoenix, as successor to JIMCO Insurance Company of Georgia, LTD, waives its rights to any claim for additional compensation for the acquisition of the Acquired Property except for the compensation specifically agreed to in this Agreement.
7. Miscellaneous Provisions.

- a. The parties have read all the terms of this Agreement and understand and voluntarily accept and agree to all its terms. Further, the parties have been adequately represented and advised by their own legal counsel or knowingly waive their right to do so. Further, the parties enter into this Agreement voluntarily and have not assigned to any other person or party any portion of their claims which are the subject of this Agreement, and the parties confirm that no other person or party is subrogated to any of their rights in this matter. Except as otherwise provided for herein, neither this Agreement nor any right, remedy, obligation, or liability arising hereunder or by reason hereof, shall be assignable by any party, without prior written consent of the other party. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Owners and their heirs, successors, assigns, and transferees.
- b. This Agreement was negotiated and is being delivered, executed, and intended to be performed in the State of Georgia, and its terms and conditions shall be construed and enforced in accordance with the laws of Georgia. The Superior Court of Hall County, Georgia, shall have jurisdiction to resolve any disputes, breaches, or other issues that may arise in association with this Agreement.
- c. This Agreement was jointly prepared by the parties and any uncertainty or ambiguity shall not be construed or interpreted against the drafter.
- d. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.

- e. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this agreement shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise or inducement not included in this contract shall be binding upon any party hereto.

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands and seals on the date set forth hereinabove.

Sworn to and subscribed before me this

**DANJI, LLC by its Member**

\_\_\_\_\_ day of \_\_\_\_\_, 2024.  
Notary Public

WALTERS INCOME PROPERTIES, LP  
By: LAURA ANN PROPERTIES, INC.,  
General Partner of Walters Income  
Properties, LP

\_\_\_\_\_  
By: Jacqueline W. Slaughter, President

\_\_\_\_\_  
Attest: Kelly W. Robinson, Sec./Treas.

(CORPORATE SEAL)

Sworn to and subscribed before me this

**PHOENIX FINANCIAL HOLDINGS, INC.**

\_\_\_\_\_ day of \_\_\_\_\_, 2024.  
Notary Public

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

**HALL COUNTY BOARD OF  
COMMISSIONERS**

---

Richard Higgins, Chairman

---

ATTEST:  
Jennifer Rivera, County Clerk

Approved as to form:

---

Hall County Attorney  
William J. Linkous, III

4884-4634-2266, v. 1

IN THE SUPERIOR COURT FOR THE COUNTY OF HALL  
STATE OF GEORGIA

HALL COUNTY, GEORGIA, )  
)  
Petitioner-Condennor, )

VS. )

CIVIL ACTION  
FILE NO. 2024CV000648

That certain rights of way and certain )  
easements over, across, and through certain )  
property owned by DANJI, LLC, said Property )  
being located in Hall County, Georgia, being )  
designated as tax map numbers 15020A000012, )  
15020A000012A, and 15020A000010 by the )  
taxing authorities of Hall County, said )  
Properties being known as 2862 White Sulphur )  
Road, 2894 White Sulphur Road, and 3323 )  
Seymour Road, respectively, and being the )  
properties shown as PARCELS 1, 3, and 7 on )  
plans prepared by Volkert, Inc., entitled “White )  
Sulphur Road Realignment Project,” said plans )  
having an approval date of February 14, 2023 )  
(the “Project Plans”); said rights of way and )  
easements consist of the following: )

(PARCEL NOS. 1, 3, and 7)

That certain Right of Way shown on the Project )  
Plans for Parcel 1, containing 0.482 acre, more )  
or less; )

That certain Right of Way shown on the Project )  
Plans for Parcel 1, containing 0.031 acre, more )  
or less; )

That certain Right of Way shown on the Project )  
Plans for Parcel 3, containing 3.476 acres, more )  
or less; )

That certain Right of Way shown on the Project )  
Plans for Parcel 7, containing 1.108 acres, more )  
or less; )

That certain Permanent Easement, as shown on )  
the Project Plans for Parcel 1, for the purpose )

CONSENT ORDER AND  
FINAL JUDGMENT

of drainage, consisting of 0.353 acre, more or less; )  
)  
That certain Permanent Easement, as shown on the Project Plans for Parcel 1, for the purpose of drainage, consisting of 0.090 acre, more or less; )  
)  
)  
That certain Permanent Easement, as shown on the Project Plans for Parcel 3, for the purpose of drainage, consisting of 0.053 acre, more or less; )  
)  
)  
That certain Permanent Easement, as shown on the Project Plans for Parcel 3, for the purpose of drainage, consisting of 0.075 acre, more or less; )  
)  
)  
That certain Permanent Easement, as shown on the Project Plans for Parcel 3, for the purpose of drainage, consisting of 1.148 acres, more or less; )  
)  
)  
That certain Permanent Easement, as shown on the Project Plans for Parcel 7, for the purpose of drainage, consisting of 0.044 acre, more or less; )  
)  
)  
That certain Permanent Easement, as shown on the Project Plans for Parcel 7, for the purpose of drainage, consisting of 0.299 acre, more or less; )  
)  
)  
That certain Temporary Construction Easement, as shown on the Project Plans for Parcel 1, for the purpose of constructing slopes, consisting of 1.261 acres, more or less; )  
)  
)  
That certain Temporary Construction Easement, as shown on the Project Plans for Parcel 3, for the purpose of constructing slopes, consisting of 0.006 acre, more or less; )  
)  
)  
That certain Temporary Construction Easement, as shown on the Project Plans for )  
)



Parcel 3, for the purpose of constructing slopes, )  
 consisting of 2.136 acres, more or less; )  
 )  
 That certain Temporary Construction )  
Easement, as shown on the Project Plans for )  
 Parcel 3, for the purpose of constructing slopes, )  
 consisting of 0.063 acre, more or less; )  
 )  
 That certain Temporary Construction )  
Easement, as shown on the Project Plans for )  
 Parcel 3, for the purpose of constructing slopes, )  
 consisting of 2.031 acre, more or less; )  
 )  
 That certain Temporary Construction )  
Easement, as shown on the Project Plans for )  
 Parcel 7, for the purpose of constructing slopes, )  
 consisting of 0.927 acre, more or less; )  
 )  
 That certain Temporary Construction )  
Easement, as shown on the Project Plans for )  
 Parcel 7, for the purpose of constructing slopes, )  
 consisting of 0.906 acre, more or less; )  
 )  
 DANJI, LLC; )  
 )  
 PHOENIX FINANCIAL HOLDINGS, INC.; )  
 )  
 )  
 Honorable Patty Walters Laine, Judge of the )  
 Probate Court of Hall County; )  
 )  
 Honorable Darla Eden, Tax Commissioner of )  
 Hall County, Georgia; and )  
 )  
 )  
 To any and all persons having or claiming any )  
 right or interest in and to said Property, )  
 )  
 )  
 Respondents-Condemnees. )

**CONSENT ORDER AND FINAL JUDGMENT**

WHEREAS, Hall County, Georgia (“Condemnor”) filed a Petition in rem, condemning certain rights of way and temporary easements across a tract of property owned by DANJI, LLC,

for public road purposes in connection with the White Sulphur Road Realignment Project, located in Hall County, Georgia, Purchase Order Number 1162100, with an approval date of February 14, 2023 (the “Project”); and

**WHEREAS**, the property subject to the condemnation is located on map and parcel nos. 15020 000012, 15020A000012A, and 15020A000010 in Hall County, Georgia, and further identified as Parcels 1, 3, and 7 of the Project (“Subject Property”); and

**WHEREAS**, all Condemnees named in the Petition as shown in the case style above hereof have been properly served with a copy of the Petition; and

**WHEREAS**, Condemnee the Honorable Patty Walters Laine, Hall County Probate Judge, has filed no response to the Petition; and

**WHEREAS**, Condemnee the Honorable Darla Eden, Hall County Tax Commissioner, has filed no response to the Petition; and

**WHEREAS**, upon filing of the Petition for Condemnation, \$1,023,300.00 was deposited into the Court Registry; and

**WHEREAS**, the parties agree that the total sum of \$1,350,000.00 is just and adequate compensation to DANJI, LLC and Phoenix Financial Holdings, Inc. for all property and rights taken in the above-styled action; and

**WHEREAS**, the parties have reached a full and final settlement of the above-styled action, including a final determination of all issues in this case; and

**WHEREAS**, the parties acknowledge that the Honorable Patty Walters Laine, Judge of the Probate Court of Hall County, Georgia is named as a party to this action, which may create a potential ethical issue for all judges of the courts of Hall County pursuant to JQC Opinion 220, the parties hereby waive any and all ethical issues resulting therefrom and consent to the Honorable

Bonnie Chessher Oliver, Judge of the Superior Court of Hall County, the judge to whom this matter was assigned, approving and executing this Consent Order and Final Judgment; and

**WHEREAS**, in accordance with Uniform Superior Court Rule 23, the undersigned counsel for the DANJI, LLC certifies that this Consent Order and Final Judgment is done with written consent of all parties, or their counsel, who have filed claims of record in this case, and whose interest has not previously been foreclosed by judicial decree. The undersigned counsel for DANJI, LLC further certifies that provisions have been made for the payment of all local, state, and federal government taxes, or assessments of record. The undersigned counsel for DANJI, LLC understands and affirms that the truth of the statements contained herein are a condition precedent to the issuance of a valid order to pay the funds from the Court Registry.

**THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:**

1. Condemnor shall deposit the additional sum of \$326,700.00 into the Court Registry, which when added to the \$1,023,300.00 previously deposited into the Court Registry, shall equal the sum of \$1,350,000.00, said sum being the total just and adequate compensation in this action for all issues in this case, including those of consequential damages.
2. Final Judgment in favor of DANJI, LLC and against the Condemnor in the amount of \$1,350,000.00 is hereby entered.
3. Upon the Condemnor's payment into the Court Registry of the additional sum set forth above, the Clerk shall pay instanter and issue a check to DANJI, LLC made payable to "DANJI, LLC" in the amount of \$1,350,000.00, and send the check via overnight pre-paid Fed-Ex/UPS envelope provided by Counsel for Condemnor.
4. Upon Condemnor's payment into the Court Registry of the additional sum set forth above, DANJI, LLC and Phoenix Financial Holdings, Inc. (as successor to JIMCO Insurance

Company of Georgia, LTD) shall have no further claim against Condemnor with respect to this action and upon disbursement of the funds in the Court Registry, any appeals previously filed by Condemnees in this action be, and are hereby, ordered dismissed "With Prejudice."

5. Upon payment of the \$1,350,000.00 plus interest, if any, the Clerk shall mark this Judgment satisfied and transfer this case to the Closed Docket.

**IT IS FURTHER ORDERED** that Condemnor shall cause a copy of this Order to be filed in the Deed Records of Hall County, Georgia.

SO ORDERED this \_\_\_ day of \_\_\_\_\_, 2024.

---

HON. BONNIE CHESSHER OLIVER  
JUDGE OF THE SUPERIOR COURT OF  
HALL COUNTY, GEORGIA

Consented to and Agreed to by:

/s/ Eric P. Wilborn  
Eric P. Wilborn  
Ga Bar No. 563028  
P.O. Box 3280  
Gainesville, GA 30503  
(770) 536-0101  
[ewilborn@smf-law.com](mailto:ewilborn@smf-law.com)  
*Counsel for Condemnor Hall County*

/s/ James M. Walters  
James M. Walters  
Ga Bar No. 735750  
311 Green St., Ste 103  
Gainesville, GA 30501  
[jim@thewaltersfirm.com](mailto:jim@thewaltersfirm.com)  
*Counsel for Condemnees DANJI, LLC and  
Phoenix Financial Holdings, Inc.*



## AGENDA ITEM

### Consent Agenda

**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 498/2024

**SUBJECT:** Approve the ratification of the purchase of a 2025 Freightliner M2106 Asphalt Pro-Patcher Truck for Public Works & Utilities to Doggett Freightliner of South Texas, LLC, of Austin, TX, in the amount of \$209,252.70.

#### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

#### Executive Summary:

**Presenter:** BN  
**Recommendation:** Approve.

#### Purpose of Request:

Approve the ratification of the purchase of a 2025 Freightliner M2106 Asphalt Pro-Patcher Truck for Public Works & Utilities to Doggett Freightliner of South Texas, LLC, of Austin, TX, in the amount of \$209,252.70.

#### History:

Agenda Item #514/2022 was approved by the Board on 10/12/2022 for the purchase of one (1) Asphalt Pro-Patcher in the amount of \$207,252.70. Suddenly thereafter one (1) of the department's Pro-Patchers had a catastrophic failure and the decision was made to reallocate approved capital funds for a Cat 320 Excavator to purchase a second Pro-Patcher. Although the CPI budgeted funds were available, the second (2nd) Pro-Patcher was not set as an additional Agenda Item. Both Pro-Patchers have arrived and are located at Fleet.

#### Facts and Issues:

The Asphalt Pro-Patchers are on The Interlocal Purchasing System (TIPS) Cooperative purchase contract #200206 as part of a competitively bid solicitation.

#### Options:

<b>Funding Requested</b>	\$ 209,252.70
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Capital Projects Fund
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	No

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

Yes

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

**Approvals:**

<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
AP	BN	BN	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
JM	TS	WLI	CR
<b>Clerk</b>			
JR			

**Attachments:**

Financial Supplement  
Invoice for 2nd Pro-Patcher



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

**AGENDA ITEM 498/2024**

**Funds Requested:** \$ 209,252.70

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Capital Projects Fund

Yes

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2023	350-CAPITAL PROJECTS FUND	4220-ROAD MAINTENANCE	542100-MACHINERY	\$209,252.70

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** x2696



**DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC - AUSTIN**

PHYSICAL ADDRESS: 1701 SMITH ROAD - AUSTIN, TX 78721

MAILING ADDRESS: PO BOX 670688 - HOUSTON, TX 77267

PHONE - 5123890000

**INVOICE & BILL OF SALE: VM105001135**

**BILL TO**

HALL COUNTY - T15888  
P.O. BOX 1435  
GAINESVILLE GA 30504  
P:  
F:

**DELIVER TO**

HALL COUNTY - T15888  
875 Browns Bridge Road  
4TH FLOOR  
GAINESVILLE GA 30504  
P:

DATE	SALE TYPE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	TERMS	CUSTOMER REFERENCE
8/14/2024	<b>RTL</b>	SOLD	8/14/2024	8/14/2024	KELLY LINDSEY	<b>CASH</b>	

**UNIT(S) FOR SALE**

UNITID	YR - MAKE - MODEL	SERIAL NUMBER	PRICE
544793	2025 - Freightliner - M2106	1FVACYFEXSHVS8540	209,252.70

PO#: 435115  
White cab Black body  
Asphalt Pro-patcher

Sales Price		209,252.70
Additional Equipment	+	0.00
Federal Excise Tax	+	0.00
Dealer's Inventory Tax	+	0.00
State and Local Taxes	+	0.00
License and Bridge Fees	+	0.00
Emissions Fee	+	0.00
Title Fees	+	0.00
Inspection Fees	+	0.00
Extended Service Plans	+	0.00
Documentary Fees	+	0.00
Subtotal	=	209,252.70
Less Trade Allowance	-	0.00
Trade Payoff	+	0.00
Less Deposit or Down Payment	-	0.00
Unpaid Balance/Amount to Finance	=	<b>209,252.70</b>

Signed by:

*Jimmy F. Hightower*

64C8340C6B244F7...

Buyer Signature

8/15/2024 | 7:03 AM CDT

Date

x

Seller Signature

Date

**INVOICE & BILL OF SALE**



**ADDITIONAL TERMS AND CONDITIONS  
READ CAREFULLY AS THESE TERMS CONTAINS INDEMNIFICATION REQUIREMENTS AND LIMITATIONS OF LIABILITY**

1. As used in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as shown on the face hereof, and (c) Manufacturer shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally that Dealer does not manufacture motor vehicles and that certain contractual relationships exist between Dealer and Manufacturer with respect to new motor vehicles.
2. These Terms and Conditions shall govern the sale of motor vehicles ("Purchased Unit(s)") by Dealer to Purchaser. Dealer's performance and prices are expressly conditioned on these terms and conditions. This document shall be the final, complete, and exclusive agreement between the parties and may not be modified, amended, supplemented, explained, or waived by parol evidence. Purchaser's purchase order, a course of dealings, custom or trade usage, prior representations, Dealer's performance or delivery, Dealer's catalogs, circulars or other promotional material, or in any other way except in writing signed by Dealer's Authorized Representative. Dealer's Authorized Representative shall mean Dealer's Vice-President, General Counsel, Chief Financial Officer, or President.
3. Purchaser agrees to complete one of the following, and agrees that despite delivery of the Purchased Unit(s) to Purchaser, title to the Purchased Unit(s) shall remain with Dealer until Purchaser completes one of the following: (1) pay the balance due, as shown on this Order, in cash or (2) execute a Time Sales Agreement (Retail Installment Contract), or (3) execute a Loan Agreement for the purchase price of the Purchased Unit(s) plus additional charges shown herein, or (4) execute a lease agreement, on or before delivery of the Purchased Unit(s). Purchaser and Dealer agree that this Order is not a security agreement and that delivery of the Purchased Unit(s) to the Purchaser pursuant to this Order will not constitute possession of the Purchased Unit(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Order.
4. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the same and body type ordered hereunder is changed by Manufacturer prior to delivery of the Purchased Unit(s) ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price (or any other pricing) of such motor vehicle to Purchaser accordingly. If such cash delivered price (or any other pricing) is increased by Dealer by five percent (5%) or more, Purchaser's sole remedy is to cancel this Order, in which event if a used motor vehicle has been traded in as a part of the consideration for such new Purchased Unit(s), such used motor vehicle shall be returned to Purchaser upon payment by Purchaser to Dealer of all storage and repair cost incurred or, if such used motor vehicle has been previously sold by Dealer, the amount received for such sale by Dealer, less a selling commission of 15% and any cost or expense incurred in storing, repairing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser. Purchaser waives all other claims for any damages resulting from a manufacturer's change in pricing and/or a related cancellation.
5. If a used motor vehicle(s) which has been traded in as a part of the consideration for the motor vehicle ordered hereunder (such traded vehicle being a "Trade In(s)"), is not to be delivered to Dealer until delivery to Purchaser of such Purchased Unit(s), the Trade In(s) shall be reappraised at that time and such reappraised value shall determine the allowance to be made for such Trade In(s). If such reappraised value is lower than the original allowance shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel only the trade; however, Purchaser shall nevertheless remain fully liable for the purchase of the Purchased Unit(s). Additionally, Dealer shall not be obligated to accept any Trade In(s) from Purchaser which are not reflected on this Order. In the event that Purchaser offers Trade Ins not reflected on this Order, Dealer shall have no obligation whatsoever to accept any such Trade Ins and Purchaser shall remain fully responsible for all obligations of Purchaser as set forth in this Order.
6. Purchaser agrees to deliver evidence satisfactory to Dealer of title to any Trade In(s) as a part of the consideration for the Purchased Unit(s) ordered hereunder in advance but in no case later than the time of delivery of such Trade In(s) to Dealer. Purchaser warrants any such Trade In(s) to be owned wholly by Purchaser free and clear of all liens and encumbrances except as otherwise noted herein, and deemed acceptable by Dealer. Purchaser further warrants that for any Trade In, the Exhaust Emission System or any of its components have not been deleted, removed, or altered in any way from its factory built state and that each Trade In will meet the emission standard in place as of the manufacture date. Purchaser understands that Dealer is relying on Purchaser's statement as a material representation, and thus Purchaser hereby agrees to indemnify, defend and hold harmless Dealer from all damages, expenses, fees and costs (including attorney's fees) that Dealer incurs in the event that this representation is inaccurate or untrue.
7. Unless this Order has been canceled by Purchaser in accordance with the terms of this Agreement, Dealer shall have the right upon failure or refusal of Purchaser to accept delivery of the Purchased Unit(s) ordered in accordance with the terms herein, to seek all remedies provided to Dealer by law (including specific performance), in addition to Dealer's attorneys' fees and costs and expert fees. In addition, Dealer may assess Purchaser a restocking fee of twenty percent (20%) of the Purchased Unit(s) sales price which shall be due immediately. Additionally, in the event a Trade In(s) has been delivered to Dealer, such Trade In(s) may be sold by Dealer, and the proceeds of any such sale may then be used to reimburse Dealer for any payments due to Dealer (or any damages incurred by Dealer, if applicable).
8. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have the option, but no obligation to Purchaser, to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
9. Dealer shall not be liable for failure to deliver or for any delay in delivering the Purchased Unit(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer and which is not due solely to the willful misconduct of Dealer. Any such delays not caused solely by Dealer's willful misconduct shall affect a corresponding extension of Dealer's performance dates which are, in any event, understood to be approximate. If acts or omissions of Purchaser delay Dealer's performance, Purchaser shall reimburse Dealer for any increased costs or expenses resulting therefrom and extend the time of performance.
10. PURCHASER AGREES THAT IN NO EVENT SHALL DEALER BE LIABLE FOR ANY DAMAGES RELATED TO: LOSS OF USE OF THE PURCHASED VEHICLE(S), LOSS OF TIME, REPLACEMENT OR RENTAL VEHICLES, LODGING, OR ANY OTHER INCIDENTAL, RESERVATION, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES FOR LATE PERFORMANCE OR FAILURE TO PERFORM WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER DEALER HAS BEEN ADVISED OF SUCH DAMAGES. ADDITIONALLY, notwithstanding any other provision to the contrary, IN NO EVENT SHALL DEALER'S LIABILITY TO PURCHASER EXCEED THE PURCHASE PRICE OF THE PURCHASED VEHICLE(S) REGARDLESS OF LEGAL THEORY UPON WHICH DEALER'S ALLEGED LIABILITY IS BASED (WHETHER SOUNDING IN TORT, CONTRACT, OR OTHERWISE).
11. Purchaser acknowledges and agrees that Dealer did not manufacture and therefore makes no implied or express warranty with regard to the Purchased Unit(s) and any service work or make-ready work shall not create any warranty of any nature whatsoever with respect to the Purchased Unit(s). Additionally, Purchaser agrees to use the Purchased Unit(s) and/or chassis at Purchaser's own risk and hereby releases Dealer, its principals, officers, directors, shareholders, members, agents, employees, successors and assigns, from any and all claims for any damages or injuries of any nature whatsoever to the full extent permitted by law.
12. The price for the Purchased Unit(s) specified on the face of this agreement does not include federal excise taxes, sales taxes, use taxes, or occupational taxes based on sales volume (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such excise, sales, use, or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof. Dealer will accept a valid sales or use tax exemption certificate from Purchaser; however, if a previously accepted sales or use tax exemption certificate is ultimately disallowed by the applicable taxing agency for any reason, Purchaser agrees to immediately reimburse Dealer for any resulting taxes, penalties, and interest incurred by Dealer. Purchaser shall obtain and pay all permits, licenses and official inspections required other than those required to be obtained in the name of Dealer.
13. Purchaser grants Dealer a purchase money security interest in the Purchased Unit(s) as security for Purchaser's obligation to pay the purchase price, and Purchaser agrees to execute a financing statement or other instrument required to perfect such security interest. In the event that Purchaser fails or refuses to execute a required document, Purchaser hereby appoints Dealer as its attorney-in-fact, coupled with an interest to execute the name on Purchaser's behalf and in Purchaser's stead.
14. In the event Purchaser seeks to obtain financing to acquire a vehicle named on this Order, Purchaser represents that all statements made in the Purchaser's credit application, finance contracts and all information provided to Dealer and/or to the finance company are true and correct. Any misrepresentation by Purchaser in any of the aforementioned documents entitles Dealer to cancel this Agreement and Dealer shall be entitled to any damages incurred as a result. Should Purchaser or any finance company fail to tender the full contract price to Dealer, Dealer may cancel this Agreement. In the event of a misrepresentation by Purchaser or the full purchase price has not been tendered to Dealer in a prompt manner, Purchaser agrees to immediately return the vehicle and to reimburse Dealer for all costs and expenses incurred by Dealer as a result, including any mileage and/or restocking charge. Purchaser agrees to fully indemnify Dealer for any damages incurred by Dealer as a result of any misrepresentations or omissions made by Purchaser.
15. There are no warranties, expressed or implied, made by the Dealer herein, or the Manufacturer, on the vehicle or chassis described on the face hereof except in the case of a new vehicle or chassis and as provided exclusively by the Manufacturer. The printed new vehicle warranty issued by Manufacturer (and not Dealer) delivered to Purchaser with such vehicle or chassis is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties, expressed or implied including any implied warranty of merchantability or fitness for a particular purpose. In the case of a used vehicle or chassis, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined solely by the terms of such warranty and not by Dealer.
16. Any used motor vehicle sold to Purchaser by Dealer must be inspected and investigated by Purchaser as all such sales are deemed "AS IS" and "WITH ALL FAULTS" at the time of delivery by Dealer without any guarantee or warranty of any nature, expressed or implied (including no warranty that the odometer reading on the Purchased Unit(s) represents the actual mileage traveled) or any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this order or in a separate writing furnished to Purchaser by Dealer. Purchaser agrees that Dealer has made no representation and that Purchaser has not relied on any representations made by Dealer, but rather is relying on its own investigation and inspection of the Purchased Unit(s).
17. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.
18. Waiver, Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative, notwithstanding any delays. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable. BUT the Parties agree that the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.
19. No Broker/Manufacturer Incentives. If at any time Dealer determines that Purchaser intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer's incentives are intended to be used for retail customers at the location as identified by the Purchaser in this Order. Purchaser represents that it will register the Purchased Unit(s) with its state motor vehicle department and is not purchasing the Purchased Units with the intent to resale same, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.
20. This contract shall be governed by the laws of the State of Texas. Both Parties agree to present the other Party with notice of any claim relating to this Order at least five (5) business days before filing a petition or complaint relating thereto (in addition to any other applicable notice periods required by statute), during which time the Parties agree to negotiate in good faith to resolve their disputes. If the negotiations fail, the Parties hereby waive the right to trial by jury and agree to a trial by judge. The Parties agree that the mandatory venue for dispute resolution is the state courts of Harris County, Texas, unless otherwise required by law. Purchaser agrees it will bring any cause of action within one (1) year of the date of that cause's accrual, and that any causes of action or claims outside of that period are waived. The prevailing party in any disputes shall be entitled to recover reasonable attorney fees and expenses.

PURCHASER ACKNOWLEDGES THAT THE ADDITIONAL TERMS AND CONDITIONS HAVE BEEN READ AND AGREED TO.

PURCHASER'S SIGNATURE:

DATE:

Last Updated 9/15/15

*Jimmy F. Hightower*

8/15/2024 | 7:03 AM CDT

64C8340C6B244F7...

# Application for Texas Title and/or Registration

Applying for (please check one): <input type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration						<b>TAX OFFICE USE ONLY</b>					
For a corrected title or registration, check reason: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____						County: _____ Doc #: _____ <input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____					
1. Vehicle Identification Number 1FVACYFEXSHVS8540		2. Year 2025	3. Make Freightliner	4. Body Style	5. Model M2106	6. Major Color WHITE		7. Minor Color			
8. Texas License Plate No.	9. Odometer Reading (no tenths)		10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt			11. Empty Weight		12. Carrying Capacity (if any)			
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit						14. Applicant Photo ID Number or FEIN/EIN					
15. ID Type <input type="checkbox"/> U.S. Driver License/ID Card (issued by: _____) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: _____) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID											
16. Applicant First Name (or Entity Name) HALL		Middle Name		Last Name COUNTY		Suffix (if any)					
17. Additional Applicant First Name (if applicable)		Middle Name		Last Name		Suffix (if any)					
18. Applicant Mailing Address 875 Browns Bridge Road		City GAINESVILLE		State GA	Zip 30504		19. Owner County of Residence HALL				
20. Previous Owner Name (or Entity Name) DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC		City AUSTIN	State TX	21. Dealer GDN (if applicable) P164646		22. Unit No. (if applicable) 544793					
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name		Last Name		Suffix (if any)					
24. Renewal Notice Mailing Address (if different)		City		State		Zip					
25. Applicant Phone Number (optional)		26. Email (optional)				27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26)					
28. Vehicle Location Address (if different)		City		State		Zip					
29. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267)		30. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #29)	31. Certified/eTitle Lienholder ID Number (if any)			32. First Lien Date (if any)					
33. First Lienholder Name (if any)		Mailing Address		City		State		Zip			
34. Check only if applicable: <b>MOTOR VEHICLE TAX STATEMENT</b> <input type="checkbox"/> I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046[c]) <input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002[c]). GDN or Lessor Number _____											
35. Trade-In (if any)   Year   Make   Vehicle Identification Number <input type="checkbox"/> Yes (Complete)						36. Additional Trade-In(s) <input checked="" type="checkbox"/> Yes					
37. Check only if applicable: <b>SALES AND USE TAX COMPUTATION</b>											
(a) Sales Price (\$ _____ rebate has been deducted) \$ 209,252.70				<input type="checkbox"/> \$90 New Resident Tax – (Previous State) _____							
(b) Less Trade-in Amount, described in Item 35 above \$ ( 0.00)				<input type="checkbox"/> \$5 Even Trade Tax							
(c) For Dealers/Lessors/Rental ONLY – Fair Market Value Deduction, described in Item 35 above \$ ( N/A)				<input type="checkbox"/> \$10 Gift Tax – Use Comptroller Form 14-317							
(d) Taxable Amount (Item a minus Item b or Item c) \$ _____				<input type="checkbox"/> \$65 Rebuilt Salvage Fee							
(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ _____				<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____							
(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ N/A				<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____							
(g) Tax Paid to _____ (STATE) \$ N/A				<input checked="" type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____							
(h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) \$ 0.00				<input checked="" type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)							
<b>CERTIFICATION – State law makes falsifying information a third degree felony</b>											
I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable).											
Signed by: _____ Signature(s) of Seller(s), Donor(s), or Trader(s) <i>Jimmy Y Hightower</i>						BRIE HERRERA Printed Name(s) (Same as Signature(s)) Jimmy Hightower		08/14/2024 Date			
Signature of Applicant/Owner						Printed Name (Same as Signature)		08/14/2024 Date			
Signature(s) of Additional Applicant(s)/Owner(s)						Printed Name(s) (Same as Signature(s))		Date			

**WAR275 Warranty Start** **Daimler Trucks North America LLC**

**Single or Multiple Vehicle Registration for a Single Customer**

Instructions for DTNA Dealers only: Scan and upload this completed and **signed** form to the Product Registration screen in OWL. Save a copy of completed form for your files.  
Instructions for other Dealers (including Bodybuilder and Coach dealers)/Customers: Scan and email this completed and signed form to DTNA's Warranty Department at [WarrantyDEP@Daimler.com](mailto:WarrantyDEP@Daimler.com)

<b>Dealer</b>	Dealer Name	DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC - AUSTIN	Phone	210-666-6665
DTNA Dealer Code	BTFD	Dealer Contact Name	Gladys Garcia	Email
				gladys.garcia@doggett.com

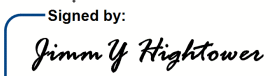
Vehicle	VIN (17 characters)	In-Service Date	Distance at In-Service
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCC <input type="checkbox"/>	1FVACYFEXSHVS8540	8/14/2024	<input type="checkbox"/> MI <input type="checkbox"/> KM
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCC <input type="checkbox"/>			<input type="checkbox"/> MI <input type="checkbox"/> KM
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCC <input type="checkbox"/>			<input type="checkbox"/> MI <input type="checkbox"/> KM
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCC <input type="checkbox"/>			<input type="checkbox"/> MI <input type="checkbox"/> KM
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCC <input type="checkbox"/>			<input type="checkbox"/> MI <input type="checkbox"/> KM
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCC <input type="checkbox"/>			<input type="checkbox"/> MI <input type="checkbox"/> KM
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCC <input type="checkbox"/>			<input type="checkbox"/> MI <input type="checkbox"/> KM
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCC <input type="checkbox"/>			<input type="checkbox"/> MI <input type="checkbox"/> KM
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCC <input type="checkbox"/>			<input type="checkbox"/> MI <input type="checkbox"/> KM
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCC <input type="checkbox"/>			<input type="checkbox"/> MI <input type="checkbox"/> KM

<b>Customer</b>	Name	HALL COUNTY	Phone	
Authorized Representative Name	Jimmy Hightower			
Email	accountspayable@hallcounty.org			
Address	875 Browns Bridge Road 4TH FLOOR			
City	GAINESVILLE	State / Province	GA	Country
				Zip
				30504

The above vehicle(s) will be used for the following vocation / applications only (choose only one):

<input type="checkbox"/> Airport	<input type="checkbox"/> Fire Service	<input type="checkbox"/> Oil Field	<input type="checkbox"/> Road/Rail Service
<input type="checkbox"/> Airport/Transit Shuttle	<input type="checkbox"/> Heavy Haul Service	<input type="checkbox"/> Para-transit Van Service	<input type="checkbox"/> School Bus Service
<input type="checkbox"/> Armored Car Service	<input type="checkbox"/> Inter-city Bus/Coach	<input type="checkbox"/> Pickup and Delivery/Short Haul	<input type="checkbox"/> Shuttle Bus
<input type="checkbox"/> Charter/Shuttle/Transit	<input type="checkbox"/> Intra City Bus Service	<input type="checkbox"/> Recreation (specify one below)	<input type="checkbox"/> Tour/Bus Coach – City
<input type="checkbox"/> Church/Prison/Activity	<input type="checkbox"/> Line Haul/Long Haul	<input type="checkbox"/> Business <input type="checkbox"/> Personal	<input type="checkbox"/> Tour Bus/Coach-Cross Country
<input type="checkbox"/> Construction	<input type="checkbox"/> Logging Service	<input type="checkbox"/> Refuse	<input type="checkbox"/> Utility/Repair Maintenance
<input type="checkbox"/> Farm	<input type="checkbox"/> Mining	<input type="checkbox"/> Rescue and Emergency	<input type="checkbox"/> Wrecking Service

**Customer Certification:** By signing below, I certify that the above vehicle(s) will be used only for the above selected vocation/application. I understand that all notices regarding the above vehicle(s), including warranty, recall, and field service campaign information, will be mailed to the above customer name and address. I acknowledge that I have received the applicable Owner's Warranty Information book, and I accept the terms and conditions set forth therein including the Limited Warranty Disclaimer and Limitation of Liability. I certify that I have received the applicable Maintenance Manual(s) and Operator's Manual(s) for the above vehicle(s) or, in the case of vehicles manufactured by Thomas Built Bus, I have been provided the website address where these documents may be obtained. If applicable, I have been instructed on correct fifth wheel operation. I further acknowledge that the Federal Safety Standards and Emission stickers have been affixed to the driver's side doorframe of the above vehicle(s). I acknowledge that I have been offered Extended Coverage warranty options (if applicable).

Customer/authorized customer representative signature ( <b>REQUIRED</b> )	Date
Signed by:  Jimmy Hightower	8/15/2024   7:03 AM CDT



**DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC - AUSTIN**

1701 SMITH RD MAIL TO: PO BOX 670688

HOUSTON, TX 77267

Phone:Phone: (512) 389-0000 Fax:

**NEW-USED TRUCK DELIVERY RECEIPT**

**For the Account of** HALL COUNTY

**Street** P.O. BOX 1435

**City, State, Zip** GAINESVILLE, GA 30504

Stock#	Year	Odom	Make	Model	VIN #
544793	2025	0	Freightliner	M2106	1FVACYFEXSHVS8540

**The undersigned acknowledges receipt of the above described motor vehicle(s) and equipment and assumes risk of all loss thereof, effective as of receipt of said vehicle(s), from this date forward.**

**Date Received** 08/14/2024

**Name of Purchaser** HALL COUNTY

**Signature** Signed by:  
*Jimm Y Hightower*  
 \_\_\_\_\_  
 SIGNATURE OF PURCHASER



## AGENDA ITEM

### Consent Agenda

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**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 573/2024

**SUBJECT:** Approve the request by Georgia Department of Transportation (GDOT) for Sardis Road Connector Project (PI# 0003626) Local Participation funds, in the amount of \$3,391,483.75. Commission District 2.

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#### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

#### Executive Summary:

**Presenter:** BN

**Recommendation:**  
Approve

**Purpose of Request:**  
Approve the request by Georgia Department of Transportation (GDOT) for Sardis Road Connector Project (PI# 0003626) Local Participation funds, in the amount of \$3,391,483.75. Commission District 2.

**History:**  
GDOT let the project in September 2024.

**Facts and Issues:**  
GDOT has received an acceptable bid at the September 2024 Letting for the Sardis Road Connector Project. The total low bid is \$61,268,035.79. The County's share of these cost is \$3,391,483,75.

#### Options:

Upon receipt of the funds, the project shall be awarded to the contractor.

<b>Funding Requested</b>	\$ 3,391,483.75
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	SPLOST VII & SPLOST VIII
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	No

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

Yes

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

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
BN	BN	DA	TS
<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>	
WLI	CR	JR	

**Attachments:**

Financial Supplement  
Invoice and request letter



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

**AGENDA ITEM 573/2024**

**Funds Requested:** \$ 3,391,483.75

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

SPLOST VII & SPLOST VIII

Yes

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2025	323-SPLOST VII	4971-ENGINEERING	541100-LAND	\$1,619,899.00
2025	324-SPLOST VIII	4971-ENGINEERING	541100-LAND	\$1,771,584.75

**Budget Transfer Items:**

Fiscal Year	Fund	Division	Account	Amount
2025	323-SPLOST VII	4971-ENGINEERING	541100-LAND	\$1,619,889.00
2025	323-SPLOST VII	N/A - NOT APPLICABLE	399999 - PLANNED USE OF FUND BALANCE	\$-1,619,889.00

**Additional Information/Comments:**

Proposing a budget adjustment to add the remaining funding from SPLOST VII for this project to help cover this additional cost. The remaining portion of this will be paid from SPLOST VIII.

**Contact for Questions:** BN

**Phone:**

770 531-6800



# INVOICE

Invoice# INV-013961

**Balance Due**  
**\$3,391,483.75**

Bill To  
**Hall County BOC**  
PO Box 1435  
Gainesville, GA 30503

Invoice Date : 10.17.2024  
Due Date : 10.17.2024  
PI# : 0003626

#	Description	Qty	Rate	Amount
1	Hall County share of PI# 0003626 (September 2024 Letting)	1.00	3,391,483.75	3,391,483.75
			<b>Sub Total</b>	<b>3,391,483.75</b>
			<b>Total</b>	<b>\$3,391,483.75</b>
			<b>Balance Due</b>	<b>\$3,391,483.75</b>

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

## Hall County BOC

<b>Invoice Number</b>	INV-013961
<b>Invoice Date</b>	10.17.2024
<b>Amount Due</b>	\$3,391,483.75

**Make all checks payable to:**  
Georgia Department of Transportation  
P.O. Box 932764  
Atlanta, GA 31193-2764

**Make payments by ACH or Wire to:**  
Routing# - 121000248  
Account# - 29794840000000007

**Make online payments:**  
Customer ID: 467866000001264623  
Billing Zip: 30503  
[www.e-billexpress.com/ebpp/GDOT](http://www.e-billexpress.com/ebpp/GDOT)





**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

October 15, 2024

Chairman Richard Higgins  
Attention: Bill Nash, Director of Public Works & Utilities  
Hall County Board of Commissioners  
P.O. Drawer 1435  
Gainesville, GA 30503

Chairman Higgins:

Subject: PI# 0003626

The Department has received an acceptable bid at the September 2024 Letting for the subject project, which is SARDIS RD CONN FM SR 60 TO SARDIS RD NEAR CHESTATEE RD. The total low bid, including E&C and utility costs, for the project is \$61,268,035.79. The County's share of these costs is \$3,391,483.75. For any questions that pertain to the project, you may contact Kesha Wynn.

Please forward payment to the Georgia Department of Transportation in the amount of \$3,391,483.75. Once received, the project shall be awarded. Accepted methods of payment are provided on the enclosed invoice.

Sincerely,

**Angela Robinson** Digitally signed by Angela Robinson  
Date: 2024.10.15 17:44:28 -04'00'

Angela Robinson  
Financial Management Administrator

Enclosures: PI# 0003626 Detail Cost Estimate and Invoice

cc: Kesha Wynn, Project Manager  
Kim Nesbitt, State Program Delivery Administrator



## AGENDA ITEM

### Consent Agenda

**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 532/2024

**SUBJECT:** Approve the sole source purchase of Guard1 Inmate Tracking and Accountability Software and Equipment for the Hall County Jail to TimeKeeping Systems, Inc. of Solon, OH. The estimated cost is \$145,633.59.

#### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

#### Executive Summary:

**Presenter:** 1LJA

**Recommendation:**  
Approve.

#### Purpose of Request:

Approve the sole source purchase of Guard1 Inmate Tracking and Accountability Software and Equipment for the Hall County Jail to TimeKeeping Systems, Inc. of Solon, OH. The estimated cost is \$145,633.59.

#### History:

This system has been approved by Administration and legal to use opioid funding for the purchase. It is the system that the Jail has evaluated and selected.

#### Facts and Issues:

The price includes the first year of support and hosting. The Wi-Fi piece was evaluated and approved by MIS. The interface to our current system has to be done by Central Square, because that is the RMS/JMS system that we currently use.

#### Options:

**Funding Requested**

\$ 145,633.59

**Are funds within current budget?**

Yes

**Source of Funds**

Opioid settlement 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:**

<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
MH	SC	SC	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
DA	TS	WLI	CR
<b>Clerk</b>			
AD			

**Attachments:**

- Financial Supplement
- Contract Signature Request
- Quote
- Sole Source Form
- Master Sales Agreement
- Certificate of Insurance



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

**AGENDA ITEM 532/2024**

**Funds Requested:** \$ 145,633.59

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Opioid settlement funds

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2025	213 - LOCAL GOV'T SHARE OF OPIOID FUND	3326-SHERIFF&JAIL	542400-COMPUTERS AND SOFTWARE	\$101,943.59
2026	213 - LOCAL GOV'T SHARE OF OPIOID FUND	3326-SHERIFF&JAIL	522202-COMPUTER REPAIRS & MAINTENANCE	\$21,845.00
2027	213 - LOCAL GOV'T SHARE OF OPIOID FUND	3326-SHERIFF&JAIL	522202-COMPUTER REPAIRS & MAINTENANCE	\$21,845.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** MJS

**Phone:** 770-531-4959



# Hall County Government

FINANCIAL SERVICES

## CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270

DIRECTOR  
Taylor Samples, CPA, MBA

Date: 10/10/2024

To: Richard Higgins, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract No: Quote Number: 11-240723-135413

Bid/Contract Name: New Inmate Tracking Software

Department(s) Requesting Contract: Sheriff's Office

Award Recipient Name: TimeKeeping Systems, Inc.  
(Guard1)

Contract Description: This software allows staff to track inmate health and wellness along with their activities throughout the inmate housing areas.

Annual Contract       New       Renewal

Prior Year's Spend: N/A

Price Increase Requested      Increase Percentage: N/A

Project/Service Contract      Estimated Amount: \$145,633.59

Product Contract      Estimated Amount:

Comments:

The initial year's cost is \$101,943.59, with \$21,845.00 allotted for year 2 and the same amount for year 3, for annual support, hosting and 30 licenses.



TimeKeeping Systems, Inc.  
 30700 Bainbridge Road  
 Solon, Ohio 44139  
 Phone 216-595-0890  
 Fax 216-595-0991  
 Federal Tax ID #34-1530120

July 23, 2024

Jason Smith  
 Major  
 Hall County Sheriff's Office  
 1700 Barber Rd  
 Gainesville, GA 30507

Dear Major Smith:

Thank you for your interest in our products and for the opportunity to present you with the following pricing information:

Quote Number: 11-240723-135413 - First-Year Initial Investment

Qty.	Part Number	Description	Price	Total
1	G1RT-CLOUD-M	Annual Support & Hosting, Medium System	9995.00	9995.00
30	G1RT-AL-U	Android License for GUARD1 Real Time, Unlimited Users (per device, per year)	395.00	11850.00
30	G1-SUPERMAX-KIT	GUARD1 SuperMAX, Holster, Network Dock and Spare Battery	1795.00	53850.00
5	G1-SUPERMAXBC4	4-Battery Charging Cradle for GUARD1 SuperMAX Spare Batteries	395.00	1975.00
1200	NFC-MOUNT	ScanPoint RFID wall-mount Tag, Blue	9.95	11940.00
20	CARD-PVC-NFC	NFC ID Card, ISO CR80 size - Box of 200	190.00	3800.00
1	PRINTER-ZBA-CRD	Zebra ID Card Printer, dual-sided, no ribbon, w/USB cable	2617.49	2617.49
7	RIBBON-ZBA-CLR	Zebra YCMKO ribbon, 300 prints, for PRINTER-ZBA-CRD	139.00	973.00
3	PROF-SVCS	Professional Services. Assistance with System Configuration and Remote Training. *Must be used within one year of project start	1500.00	4500.00
1	SHIPPING	Estimated Shipping Charge (actual charges will be invoiced at cost)	443.10	<u>443.10</u>
			Total	\$101943.59

**This pricing requires an inmate data export file from your JMS, OMS, or management system. This assumes your management system provider will supply an export file that meets Guard1 specifications. For non-compliant export files, a software development charge may be required.**

Year Support & Hosting (Annual price each year for years 2 and 3)

Qty.	Part Number	Description	Price	Total
1	G1RT-CLOUD-M	Annual Support & Hosting, Medium System	9995.00	9995.00
30	G1RT-AL-U	Android License for GUARD1 Real Time, Unlimited Users (per device, per year)	395.00	11850.00
			Total	\$21845.00



TimeKeeping Systems, Inc.  
30700 Bainbridge Road  
Solon, Ohio 44139  
Phone 216-595-0890  
Fax 216-595-0991  
Federal Tax ID #34-1530120

Terms are Net 30 Days after credit approval. FOB Solon, Ohio.

*Sales tax\* may apply. Shipping charges will be invoiced at cost. This quote is valid for seven days from the date above.* All sales are subject to TimeKeeping Systems' Terms and Conditions of Sale, at <https://www.guard1.com/about/privacy-policy/#terms-and-conditions-of-sale>.

\* TimeKeeping Systems collects sales tax when shipping to CA, FL, IL, KY, MN, OH, PA, TX, and WI.

New customers: If your organization is tax exempt (and we are shipping to one of the states listed above) please provide a tax exemption certificate with your first order.

If you have any questions, or if there is anything else I can do to help you make your decision, please let me know.

Sincerely,  
Brad Thompson  
East Regional Sales Manager  
216-595-0890 ext. 109



**HALL COUNTY**  
G E O R G I A

## Sole Source/Brand and Single Source Justification

### Request Submitted By

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

### Request Details

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

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

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

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

--

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



## Scope of Work

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

### Justifying a Sole Source/Brand

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

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

## Justifying a Single Source

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

--

Letter from Original Equipment Manufacturer (required):

Attached

### Purchasing Use Only

Buyer:

Buyer E-Mail Address:

Buyer Telephone:

Contract #:

Contract Name:

If publicly solicited, number of protests:

Outcome:

Bid # (if competitively bid):

Purchase Order #:

**TimeKeeping Systems, Inc.  
Master Sales Agreement**

This Master Sales Agreement ("Agreement") is entered into by and between TimeKeeping Systems, Inc., an Ohio Corporation, with an address of 30700 Bainbridge Road, Solon, Ohio 44139 ("TKS") and Hall County, Georgia, with an address of 2875 Browns's Bridge Road, Gainesville, GA 30504 ("Customer"). This Agreement shall become effective when signed by both parties (the "Effective Date").

**WHEREAS**, TKS manufactures the Guard1 Real Time system of proprietary software, equipment and related items for providing documentation, efficiency and safety to Customer, Customer's employees and individuals in Customer's custody and care; and

**WHEREAS**, Customer desires to purchase, and TKS desires to provide, the selected equipment, software, services, and related items set forth herein subject to the terms of this Agreement.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. Attachments**

This Agreement includes the following attachments incorporated herein by reference:

- Exhibit A: Minimum System Requirements
- Exhibit B: Statement of Work
- Exhibit C: Equipment, Software and Services

**2. Definitions.**

- a. "Hardware" means data processing devices, including without limitation, computer systems, networking equipment, mobile or portable electronic devices, and devices for communicating between and among other hardware devices.
- b. "Equipment" means the hardware, and other tangible equipment set forth on Exhibit C sold and/or installed by TKS to Customer hereunder.
- c. "Tracking Components" means Duress Devices and Active Beacon Tracking Devices.
- d. "Software" means software or firmware, including Guard1 Real Time software, other software required for its operation, and firmware resident in hardware devices, developed, provided and/or installed by TKS and licensed by TKS to Customer hereunder.
- e. "Service" or "Services" means the professional services provided by TKS, including, but not limited to, installation and implementation services, custom programming, technical support and any additional training or support beyond the scope of standard technical support.
- f. "Hosting" or "Cloud Hosting" means the provision and management of computing resources by TKS on behalf of Customer.
- g. "Guard1 System" means the totality of the equipment, software and services sold and/or licensed and/or installed by TKS to Customer hereunder.

### **3. Purchase and Sale.**

- a. Customer hereby purchases, and TKS hereby sells the Equipment and Services and licenses the Software set forth on Exhibit C pursuant to the terms and conditions of this Agreement.
- b. All changes affecting delivery date or otherwise affecting the scope of the order are subject to prior written approval by TKS and may result in price, delivery, specification, and/or other changes.
- c. Equipment shall be invoiced at the time of shipment. Software shall be invoiced at the time it is made available to Customer via physical media or download. Services shall be invoiced at the beginning of the project. Support fees and license fees shall be invoiced annually in advance. Renewal of lapsed support or licenses (including any mobile device license) for the Guard1 System shall require a reinstatement fee invoiced to cover the lapsed period of time.
- d. Terms of Sale are net thirty (30) days from date of invoice, subject to credit approval. Customer agrees to pay interest on all past due amounts at a rate of ten percent (10%) per annum. Customer to pay all costs of collection, including attorneys' fees. No offset of payment by Customer is permitted. TKS reserves the right to withhold technical support and repair services if Customer fails to pay the full balance within thirty (30) days from the date of invoice. If any part of this paragraph shall conflict with any public law or government regulation, the public law or government regulation shall apply.
- e. No order placed under this Agreement may be cancelled without TKS's prior written approval. No equipment shipped to customer may be returned without a Return Merchandise Authorization (RMA) issued by TKS. TKS may, at its option, impose a cancellation or restocking charge for any such cancellation or return.

### **4. Purchase Orders**

- a. *Purchase Orders.* Customer will issue a purchase order to TKS as required by Customer or any legal statute or regulation. Customer purchase order terms and conditions are attached as Exhibit D and accepted by TKS.

### **5. Shipment; Title**

Unless otherwise agreed between the parties, shipment will be F.O.B. TKS's factory, warehouse or other point of shipment by TKS, and TKS will invoice the Customer for shipping charges. Risk of loss or damage shall pass to Customer at the F.O.B. point. Customer to pay all shipping, insurance, C.O.D. and related charges. Title to hardware shall remain with TKS as security only and until paid in full. Title for software or firmware remains with TKS and is licensed for use by Customer pursuant to the License terms and conditions of this agreement and any other applicable TKS's license agreement.

### **6. TKS Additional Offerings**

TKS offers the following as additional options for Customer which, if selected by Customer, shall be set forth on Exhibit C:

- a. Mobile devices used in conjunction with the Guard1 System shall be TKS approved devices only, purchased from TKS subject to the terms of this agreement, and managed by TKS under its mobile device management ("MDM") plan. Customer shall provide access to devices as required by TKS for updates and other MDM functions. Customer agrees to pay an annual mobile license fee during the Term of this Agreement.
- b. A Cloud-based Guard1 System, if selected, shall be subject to the provisions of the *Cloud System Service Level Agreement* Section 10 below. The Cloud option allows Customer to run the Guard1 System from Microsoft Azure cloud servers. Customer agrees to pay hosting and support fees during the Term of this Agreement.

## 7. Technical Support

- a. *Technical Support Services.* Technical Support Services include the following:

- An annual training class.
- Assistance with resolution of technical problems.
- Basic assistance with usage of the Guard1 System.
- Technical assistance for upgrades.

TKS shall use its best efforts to resolve any technical problems. However, TKS does not guarantee a resolution.

- b. *Professional Services.* Professional Services (including installation, start-up, application engineering assistance and technical training) are provided subject to a mutually agreed upon Statement of Work, in the form attached hereto as Exhibit B and made a part hereof, (each a "Statement of Work") or, if no Statement of Work is made a part of this Agreement, upon request by Customer. Assistance outside the scope of Technical Support is available via a request for additional Professional Services, for a quoted amount, and to be set forth in a Statement of Work. Statements of Work which are executed by the parties shall reference this Agreement and shall become part of this Agreement from the date of execution. In the event of a conflict between the provisions of this Agreement and the specific provisions set forth in a Statement of Work, the provisions of such Statement of Work shall prevail.
- c. *Available Hours.* Technical Support is available Monday-Friday, 8:00 am-6:00 pm EST, with the exclusion of national holidays.
- d. *Extended Hours Support.* Extended Hours Technical Support is available to customers using the Guard1 Tracking Components, for an additional fee. Extended Hours Technical Support is available to all other customers, for an additional fee, at TKS's sole option. Extended Hours Technical Support covers issues that significantly impact or may potentially impact Customer's operations. Extended Hours Technical Support is available 24 hours per day, 365 days per year. TKS will respond to Extended Hours support requests within two hours, via phone or e-mail, on a priority, best effort basis.
- e. *Technical Support Fees.* Customer agrees to maintain current Technical Support

billed annually, in advance.

## **8. Customer Obligations**

During the Term of this Agreement, Customer shall comply with the following duties and obligations:

- a. *Customer Environment.* Customer's existing hardware, equipment and technology environment shall meet the minimum standards as set forth in Exhibit A. In the event of an upgrade, Customer's hardware, equipment and technology environment will meet the then-current standards as set forth in Exhibit A.
- b. *Remote Access.* Unless otherwise agreed to by the parties in writing, all Services will be provided remotely by TKS. As such, Customer's environment must have remote access capabilities and Customer must allow access by TKS when deemed necessary to provide Services.
- c. *Cooperation.* Customer shall make available such personnel, resources, and information as may be reasonably required for the successful implementation of the Guard1 System, including those specified in a Statement of Work. Customer's designated employees must reasonably participate in any scheduled Guard1 System training.
- d. *Security Protection.* Customer shall be responsible for developing and maintaining physical and electronic security measures for access to its designated locations, its network, and any Customer data.
- e. *Costs.* Customer will be responsible for and agrees that TKS may invoice for additional costs due to Customer's failure to comply with its obligations set forth in this *Customer Obligations* Section 8.

## **9. License**

Subject to terms of this Agreement, TKS grants Customer a non-exclusive, non-transferable license to use the Software for Customer's internal business or operational purposes.

TKS is the owner of all right, title and interest in and to the Software, including all patent, copyright, trademark and trade secret rights in and to the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold, and no ownership rights in the Software are transferred to Customer.

Customer acknowledges and agrees that its right to use Licensed Software is contingent upon maintenance of current Technical Support and payment in full of any and all fees and charges, whether one-time or periodic, whether for hardware, software, services or support.

## **10. Cloud System Service Level Agreement**

The following Cloud System Service Level Agreement terms and conditions apply to systems hosted by TKS on the Customer's behalf. They do not apply to on-premises

systems which reside on customer servers.

- a. *Uptime Guarantee:* TKS's "Uptime Guarantee" is 99% which equates to a maximum of 7.12 hours of downtime during any consecutive 30-day period.
- b. *Service Not Available/Significant Degradation:* TKS's outage reporting is to notify Customer within 15 minutes after TKS's determination that the Guard1 System and/or Services are unavailable or significantly degraded. Resolution of outage will be conducted as soon as possible using reasonable best efforts of TKS. Escalation threshold will be 1 hour for complete loss of service and 4 hours for a significant degradation.
- c. *Limited Degradation:* TKS's outage reporting is to notify Customer within 1 hour after TKS's determination that the Guard1 System and/or Services have a limited degradation. Resolution of outage will be conducted as soon as possible using reasonable best efforts of TKS. Escalation threshold will be 24 hours.
- d. *Small Degradation:* TKS's outage reporting is to notify Customer within 24 hours after TKS's determination that the Guard1 System and/or Services have a small degradation. Resolution of outage will be conducted as soon as possible using reasonable best efforts of TKS. Escalation threshold will be 48 hours.
- e. *Process:* TKS's obligations herein are applicable only if Customer provides TKS with designated representatives and supplies TKS with applicable updates as contact information changes. TKS will be relieved of its obligations if TKS's contact information for Customer is out of date or inaccurate due to Customer's action or omission or if TKS's failure is due to reasons of Force Majeure as defined in this Agreement.
- f. *Remedy:* If TKS fails to meet the above obligations, at Customer's request Customer's account shall be credited the pro-rated charges for any hours beyond 7.12 hours over any consecutive 30-day period under the Uptime Guarantee. Such credit shall not exceed the amount paid or payable by Customer to TKS during the period or periods in which the SLA was not met. Customer agrees that such SLA credits shall constitute the sole, exclusive and complete remedy for Customer with respect to the corresponding failures by TKS to perform in accordance with the SLA.
- g. *Upgrades:* TKS may schedule downtime for routine maintenance and upgrades to its Cloud-based system during off-peak hours (6:00 p.m. through 6:00 a.m. prevailing Eastern Standard Time). TKS shall attempt to provide Customer with at least one (1) week advanced notice of such scheduled downtime or upgrade, and will attempt to coordinate the time of upgrade for the convenience of Customer. TKS also reserves the right to suspend Customer's access to the Guard1 System for purposes of emergency maintenance work at any time as deemed appropriate by TKS, without notice to Customer.
- h. *Hosting Fee:* Customer acknowledges that cloud services are provided in return for a recurring hosting charge.
- i. *Caveats and Exclusions:* TKS specifically does not and cannot guarantee the following: Circuit outages; Performance within Customer's internet service



provider's network; Performance across peering links; Performance to a specified end-user; Impact from manufacturer hardware or software defects including security vulnerabilities; Impact due to internet or 3rd party hosted denial of service, virus, or malware threats; Impact due to TKS requiring action by Customer to restore service; and Impact due to radio frequency (RF) or electromagnetic (EM) interference.

## **11. System Monitoring and Support Access**

- a. *System Monitoring.* TimeKeeping Systems uses multiple tools to monitor the proper functioning of your Guard1 Real Time software and the computer system and network on which it resides. These tools send information to a TimeKeeping Systems managed monitoring server. Typical information includes CPU, memory, status of services, and errors.
- b. *Support Access.* TimeKeeping Systems support personnel may need access to the server where Guard1 is running. Typical purposes include maintenance, upgrades, diagnosing problems, and retrieving logs.
- c. *System Monitoring and Support Access for Hosted Systems.* If your Guard1 Real Time software resides on a server that is hosted, TimeKeeping Systems uses System Monitoring and Support Access tools to manage and support your hosted system.
- d. *System Monitoring and Support Access for On-Premises Systems.* If your Guard1 Real Time software resides on a server that you manage, you agree 1) to permit installation of System Monitoring and Support Access tools on your server, and 2) to permit TimeKeeping Systems to perform System Monitoring, and 3) to permit Support Access to TimeKeeping Personnel as needed. Failure by Customer to allow necessary access shall constitute a waiver by Customer of TKS's obligation to provide remote support for your Guard1 System. System Monitoring and Support Access tools typically require a software agent or other software component to be placed on your server, and may require additional network or firewall configuration.

## **12. Term and Termination**

- a. *Term.* This Agreement shall commence on the Effective Date and continue for a period of one (1) year (the "Initial Term") from the Effective Date. Thereafter, this Agreement shall automatically renew for four successive one (1) year periods (each a "Renewal Term"), unless either party gives the other party written notice of its intention to terminate not less than sixty (60) days prior to expiration of the Initial Term or then-current Renewal Term, as applicable. The Initial Term, together with any Renewal Term constitutes the "Term" of this Agreement.
- b. *Default*
  - i. In the event of a breach or default by Customer under this Agreement, TKS shall have the right to terminate this Agreement and pursue any remedy available at law or in equity, including, but not limited to, seeking damages, specific performance and an injunction.

- ii. In the event of non-payment by Customer, TKS shall have the right to suspend or terminate Customer's Hosting or Services.
  - iii. No termination by Customer for default shall be effective unless and until TKS shall have failed to correct such alleged default within forty-five (45) days after receipt by TKS of the written notice specifying such default.
  - iv. Customer acknowledges that support, hosting, license or lease fees, if any, are invoiced annually in advance. Except for termination under the preceding paragraph iii, in the event of termination by either party, annual fees will not be prorated or refunded.
- c. *Effect of Termination.* Upon the termination of this Agreement, all obligations and rights of the parties hereunder shall automatically and immediately cease, except their respective obligations under the following Sections: *Invoices/Sales Terms; Confidentiality; Warranty Disclaimer; and Indemnity*, and their respective obligations that accrued prior to termination or result from any default hereunder, all of which shall survive termination to the maximum extent permitted by applicable legal requirements. Further, Customer shall be responsible for the payment of any balance owed to TKS, which shall immediately become due and owing.
- d. Data Retention
- i. For hosted systems, TKS will retain Customer's data for 30 days after Termination, after which it will be deleted. TKS shall bear no responsibility for data deleted in accordance with this section.
  - ii. At any time up 30 days after Termination, TKS shall provide a copy of Customer's data upon written request by Customer. TKS shall invoice Customer for this service at TKS's then current rate for Professional Services.

### 13. Warranties

- a. *Limited Hardware Warranty.* Hardware which is subject to any hardware warranty is also subject to this Agreement unless inconsistent with the hardware warranty, in which case the hardware warranty shall govern.
- i. Warranty Term
    - A. PIPE II (Version II, identified by serial numbers beginning with "A") is warranted to be free from defects in materials and workmanship for a period of five years from the date of original purchase. Batteries are warranted to maintain an adequate operating voltage level for a period of five years from the date of original purchase.
    - B. SuperMAX Mobile Devices are warranted to be free from defects in materials and workmanship for a period of five (5) years from the date of original purchase.
    - C. Wall Mount RFID Tags are warranted to be free from defects in materials and workmanship for their service lifetime

- D. All other hardware products are warranted to be free from defects in materials and workmanship for a period of one (1) year from the date of original purchase.
- ii. TKS agrees to repair or, at TKS's option, replace equipment supplied by TKS which proves to be defective in materials or workmanship. Satisfaction of this warranty, consistent with other provisions herein, will be limited to the replacement, or repair or modification of, or issuance of a credit for the goods involved, at TKS's option, only after the return of such goods with TKS's consent and issuance of a Return Merchandise Authorization (RMA). Any warranty service (consisting of time, travel, and expenses related to such services) performed other than at TKS's factory, shall be at Customer's expense.
- b. *Software and Firmware.* TKS warrants that new software will conform to the written specifications prepared, approved, and issued by TKS for a period of twelve (12) months from the date of shipment from TKS's factory in Solon, Ohio, or if transferred electronically, from the date of download or other transfer to Customer. In the event of a warranty claim, TKS will provide corrective measures which are limited, at TKS's option, to repair, replacement or modification of the software and/or firmware code, or recommendation of a viable, alternative application that will enable Customer to work around the failure. TKS makes no representation or warranty, express or implied, that the operation of the software or firmware will be uninterrupted or error free, or that the functions contained therein will meet or satisfy Customer's intended use or requirements.
- c. *Third Party Products.* Products which are not manufactured by TKS are subject to the manufacturer's warranty.
- d. *Warranty Disclaimer.* Warranty satisfaction is available only if (i) TKS is promptly notified in writing upon discovery of an alleged defect and (ii) TKS's examination of the subject goods discloses, to its satisfaction, that any alleged defect has not been caused by misuse, abuse, neglect, improper installation, improper operation, improper maintenance, repairs by other than TKS's authorized service facility, alteration or modification, accident, or unusual deterioration or degradation of the goods or parts thereof due to physical environment or due to electrical or electromagnetic noise environment. Repair or replacement as provided under these warranties is the exclusive remedy of customer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 13 OR ELSEWHERE IN THIS AGREEMENT TKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN NO EVENT SHALL TKS HAVE ANY LIABILITY TO CUSTOMER IF THE GUARD1 SYSTEM OR SOFTWARE HAVE BEEN SUBJECTED TO MISUSE, MISAPPLICATION OR NEGLIGENCE, DAMAGED BY ACCIDENT, RENDERED DEFECTIVE BY REASON OF IMPROPER INSTALLATION, NOT USED AS RECOMMENDED AND IN ACCORDANCE WITH APPROVED INSTALLATION AND OPERATING PRACTICES OR RENDERED DEFECTIVE BY THE PERFORMANCE OF REPAIRS OR ALTERATIONS NOT APPROVED BY TKS.

#### 14. Returns

Prior to returning goods for repair or exchange, the Customer must first obtain a Return Merchandise Authorization ("RMA") number from TKS. The RMA number must appear on the shipping carton. A Return Merchandise Authorization will be valid for thirty (30) days only. The Customer shall bear the cost of shipping the goods to TKS. When goods are received without an RMA number, or if the RMA has expired, TKS may, at its option, return the goods to the Customer, freight collect, or process the return for a handling charge of twenty-five dollars (\$25) or ten percent (10%) of the product cost, whichever is greater. Returns for credit are subject to a twenty percent (20%) re-stocking fee plus any charges incurred in refurbishing the goods. Under no circumstances may goods be returned after thirty (30) days.

#### 15. Insurance; Indemnity

- a. *Insurance.* During the Term of this Agreement, TKS shall maintain commercially reasonable insurance coverage for the following risks: (i) Comprehensive General Liability Insurance; and (ii) Workers' Compensation (as required by statute). Upon written request of the Customer, TKS shall name the Customer as an additional insured under such policies (except for Workers' Compensation), and shall provide Customer with a certificate evidencing the above insurance coverage.
- b. *Intellectual Property.* TKS shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Guard1 System as permitted hereunder infringes or misappropriates the registered copyrights or issued patents of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorneys' fees incurred by, Customer in connection with any such Claim; provided, that Customer (a) promptly gives TKS written notice of the Claim; (b) gives TKS sole control of the defense and settlement of the Claim (provided that TKS may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and (c) provides to TKS all reasonable assistance. Customer may, at its own cost, participate in the investigation, trial and defense of any such proceeding, and any appeal arising from the proceeding, and employ its own counsel in connection therewith.
- c. *Indemnification.* TKS shall indemnify, defend and hold harmless Customer, its directors, officers and employees, successors and assigns, from and against any and all claims of third parties resulting from TKS's negligence or willful misconduct in the performance of its obligations hereunder. IN NO EVENT, REGARDLESS OF CAUSE, SHALL TKS BE LIABLE FOR (A) BUSINESS INTERRUPTION, LOSS OF PROFIT OR THE LIKE, (B) PENALTIES OR PENALTY CLAUSES OF ANY DESCRIPTION, (C) INDEMNIFICATION OF CUSTOMER EXCEPT AS PROVIDED IN THIS PARAGRAPH, (D) INDIRECT OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCE, INCLUDING ANY LOSS, INJURY, OR OTHER DAMAGES. TKS'S MAXIMUM LIABILITY, INCLUDING DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE ORDER. This limitation of TKS's liability will apply regardless of the form of action, whether in contract or tort, including negligence. Any claim against TKS must be made

within six (6) months after the cause of action accrues.

## 16. Confidentiality

- a. *Definition.* "Confidential Information" shall mean confidential or other proprietary information that is disclosed in writing by one party (the "Disclosing Party") to the other party (the "Receiving Party") under this Agreement and conspicuously labeled by the Disclosing Party as Confidential Information at the time of disclosure, including, without limitation, designs, drawings, models, prototypes, software designs and code, bit-map files, data, product specifications and documentation, business and product plans, and other confidential business information. Confidential Information shall not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the Receiving Party; (ii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (iii) is already known to the Receiving Party at the time of disclosure under this Agreement; or (iv) is disclosed to the Receiving Party by a third party without obligation of confidentiality.
- b. *Protection of Confidential Information.* Each party agrees not to transfer or otherwise disclose the Confidential Information of the other party to any third party unless authorized in writing. Each party shall (i) give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own confidential information, but, in no event, shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use. Receiving Party shall not be in violation of its obligations under this *Confidentiality* section if it discloses Confidential Information pursuant to a judicial or governmental order, provided that the Receiving Party gives the Disclosing Party sufficient prior notice to contest such order and seek a protective order.
- c. *Confidential Information Not Related to the Performance of this Agreement.* Customer acknowledges that TKS does not wish to receive any Confidential Information from Customer except Confidential Information that is necessary for TKS to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, TKS may reasonably presume that any unrelated information received from Customer is not proprietary or Confidential Information.
- d. *Disclosure to Competitors Regarding the Guard1 System.* Customer agrees not to provide any information (whether Confidential Information or otherwise) relating to the Guard1 System, its composition, Software, Hardware, Equipment, intellectual property, pricing, or other attributes, to any person or entity that is (i) a competitor of TKS; or (ii) that develops, markets or manufactures products (A) substantially similar to the Guard1 System or any Guard1 System component or (B) for any purpose substantially similar to that of the Guard1 System or any Guard1 System component.
- e. *Government Entities.* If Customer is a government entity subject to public record inspection or disclosure laws, disclosure of legally mandated Confidential Information that is deemed a public record under such laws and does not fall under

any of the applicable exemptions thereunder shall not be a breach of this Agreement, provided that Customer gives TKS sufficient prior notice to contest such records request and seek a protective order.

## 17. General Provisions

- a. *Complete Understanding; Modification.* This Agreement including all exhibits and any Software License Agreements (if applicable) constitutes the complete, integrated and exclusive agreement of the parties and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement shall be effective unless in writing and signed by both parties hereto.
- b. *Force Majeure.* TKS shall not be liable for any loss, damage or delay in delivery due to acts of God or causes beyond its reasonable control including acts of the Customer, acts of civil or military authority, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargoes, or inability due to causes beyond its reasonable control to obtain necessary engineering talent, labor, materials or manufacturing facilities. In the event of such delay, the delivery date shall be extended for that length of time as may be reasonably necessary to compensate for the delay.
- c. *Assignment.* This Agreement may not be assigned by either party without the written consent of the other party.
- d. *Governing Law and Forum.*
  - i. *Government Entities.* If Customer is a government entity and Customer is subject to laws which mandate its governing law and/or venue for dispute resolution, this Agreement (A) shall be made in and performed in the state of the Customer's location, (B) shall be governed by and interpreted in accordance with the laws of such state including its provisions of the Uniform Commercial Code, (C) all actions or proceedings arising directly or indirectly from this agreement shall be litigated in the state or federal courts of Customer's location, as applicable. Should any term or provision of this Agreement be held wholly or partly invalid or unenforceable under applicable law, the remainder of the Agreement evidenced hereby will not be affected thereby.
  - ii. If Customer is not a government entity or Customer is not subject to a state law which mandates its governing law, this Agreement shall be made in and performed in the State of Georgia and shall be governed by and interpreted in accordance with the laws of the State of Georgia including its provisions of the Uniform Commercial Code. Customer agrees that all actions or proceedings arising directly or indirectly from this Agreement shall be litigated exclusively in courts having both jurisdiction and venue within the State of Georgia and Hall County. Customer hereby waives the personal service of any and all process upon Customer herein and consents that all such service or process may be made by certified mail to the Customer.

Should any term or provision of this Agreement be held wholly or partly invalid or unenforceable under applicable law, the remainder of the Agreement evidenced hereby will not be affected thereby.

- e. *Severability.* If any provision of this Agreement is held to be invalid or unenforceable under the circumstances, such provision's application in any other circumstances and the remaining provisions of this Agreement shall not be affected thereby.
- f. *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand or by electronic transmission, or upon receipt when mailed by registered or certified mail (return receipt requested) or next day national carrier, postage prepaid, to the parties at the addresses first listed above.
- g. *Waiver.* No failure or delay on the part of any party in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in a signed writing.
- h. *Counterparts.* This Agreement may be executed in multiple counterparts, which taken together shall constitute an original without the necessity of the parties signing the same page or the same documents, and may be executed by signatures to electronically transmitted counterparts in lieu of original printed or photocopied documents. Signatures transmitted electronically shall be considered original signatures.

[signature page follows]

By signing below, the Customer acknowledges that it has read and understands this Agreement and, intending to be legally bound, agrees to its terms and conditions.

Customer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

TimeKeeping Systems, Inc.

Signature: Barry Markwitz  
Digitally signed by Barry Markwitz  
Date: 2024.10.11 14:44:24 -04'00'

Name: Barry Markwitz

Title: President

Date: 10/11/24

**APPROVED AS TO FORM**



**Nathaniel R. Anderson,  
Senior Assistant County Attorney**



APPROVED AS TO FORM

~~CONFIDENTIAL~~  
OF THE FEDERAL BUREAU OF INVESTIGATION  
UNITED STATES DEPARTMENT OF JUSTICE

## Exhibit A GUARD1 Real Time Minimum System Requirements

Your system's configuration and its components determine which requirements apply.

Deployment can be **on-premises** or **cloud**.

Hardware components will include one or more of:

- **Mobile Devices** (smartphones) that read NFC tags or ID badges
- **The PIPE**, a super-rugged data recorder
- **Duress Devices**, personal alarms for staff or officers
- **Tracking** – Active RF tracking tags for locating people and things

**Integration** with a JMS, OMS, EHR or other management system database.

**All requirements must be met or exceeded.**

### **Minimum requirements for all systems**

Active Directory and Client workstation minimum requirements apply to **all system types**.

#### **Active Directory**

- Five Active Directory groups are used to control access to Guard1 Real Time. User Account membership in a group gives that user access to the associated functionality in Guard1 Real Time. Suggested groups are *Guard1ControlRoom*, *Guard1Management*, *Guard1Supervisors*, *Guard1Reports* and *Guard1System*. Custom-named groups are permitted.
- Active Directory users must have a logon name including domain.
- Employee ID Numbers must be implemented and must be unique.
- Mobile device users must be a member of the *Guard1ControlRoom* group, or a group associated to the Guard1ControlRoom role.

#### **Client Workstation - Operating System**

- Windows 10 (64-bit)
- Windows Server 2016
- .NET Framework 4.8

#### **Client Workstation - Hardware Requirements**

- 2.80 GHz 64-bit 2-thread CPU
- 8 GB RAM
- 10 GB free HDD space
- 1024x768 monitor

## **Minimum requirements for on-premises systems**

The requirements below apply to **on-premises** systems only. These are **minimum** requirements. We recommend you review your planned deployment with a GUARD1 engineer.

### **Server – Operating System**

- Windows Server 2016
- .NET Framework 4.8

### **Server – Hardware with Tracking or Duress (with or without Mobile Devices or The PIPE)**

- 2.80 GHz 64-bit 10-thread CPU
- 32 GB RAM
- Main Hard drive 100 GB free HDD space (*see also **SQL Server** section below*)
- Second Hard drive for Archives/Backups-500 GB free HDD space
- Dual Network Interface Cards
- Active Directory (Workgroups are not supported)
- A domain controller cannot be used as the GUARD1 server

### **Server - Hardware with Mobile Devices or The PIPE (no Tracking or Duress)**

- 2.80 GHz 64-bit 4-thread CPU
- 16 GB RAM
- Main Hard drive 50 GB free HDD space (*see also **SQL Server** section below*)
- Second Hard drive for Archives/Backups-500 GB free HDD space
- Active Directory (Workgroups are not supported)
- A domain controller cannot be used as the GUARD1 server

### **SQL Server**

- Standard or Enterprise Edition. *Express Edition is not supported.*
- SQL Server 2019 with Reporting Services in Native Mode.
- SQL Server can run on the GUARD1 server or on a different server.
- The SQL Server hard drive must have space to accommodate growth of the databases:
- Without Tracking or Duress typical database growth is ~500MB per year.
- With Tracking and/or Duress typical database growth is ~15GB per year.
- These values are estimates. Actual growth is dependent on the number of objects (people, things and rules) and events (movements, scans, well-being checks, alerts).

### **Installation Requirements**

- Windows login with LOCAL ADMIN rights on the app server.
- Windows or SQL login with SYSADMIN rights on the SQL database server.
- Windows login with ADMIN rights on the SSRS server.
- If SSRS is not on the app server, a Windows Domain account with a non-expiring password is required to run the Guard1TrackingAppPool.

### **Connectivity**

- VPN or equivalent remote access to server for GUARD1 Professional Services and Technical Support.

## **Minimum requirements for Mobile Devices**

WiFi, SSL certificate and connectivity requirements apply to systems with **Mobile Devices**.

### **Third Party SSL Certificate**

- Required for on-premises system when Mobile Devices are implemented.
- Enables connectivity between the GUARD1 Mobile Devices and the GUARD1 server.
- Must be issued by a Trusted Root Certificate Authority.

### **Connectivity**

- VPN or other remote access to server for GUARD1 Professional Services and Technical Support.
- WiFi access is required where data is transferred or staff log in (control room, officer desk, etc.)
- Access to ManageEngine MDM server via Internet is required where mobile devices are charged or stored.

### **WiFi Infrastructure (Mobile)**

- A WiFi network that supports 802.11b or newer.
- A WiFi domain that supports WiFi roaming, with 802.11k and 802.11r.
- Minimum -67 dBm RSSI.
- Minimum 19 dBm SNR.
- Co-channel or adjacent channel separation of at least 19 dBm.
- NTP service available to mobile devices.

## **Minimum requirements for Tracking and Duress, all systems**

Network Infrastructure requirements apply to systems with **Tracking** or **Duress**.

### **Network Infrastructure (Tracking and/or Duress)**

- CAT 5 cabling per drawing.
- Switches as agreed.
- DHCP reservations for all Tracking Receivers. A list of Receiver MAC addresses will be provided.

Your GUARD1 Project Manager will work with you to determine cabling drops and additional network infrastructure necessary. Unless otherwise noted, network infrastructure is the customer's responsibility.

## **Minimum requirements for Tracking and Duress, Hosted Systems**

A **server** to host the GUARD1 Remote Device Hub service is **required on the customer's network** (the same network as the Tracking Receivers). This can be a Virtual Machine or hardware server. *This server is provided, administered and maintained by the customer.*

### **Remote Device Hub Server – Operating System**

- Windows Server 2016

### **Remote Device Hub Server – Hardware**

- 2.80 GHz 64-bit 10-thread CPU
- 32 GB RAM
- Main Hard drive 100 GB free HDD space
- Dual Network Interface Cards (one for primary LAN, the other for Tracking LAN)
- Active Directory (Workgroups are not supported)
- A domain controller cannot be used as the GUARD1 Remote Device Hub server

### **Installation Requirements**

- Windows login with LOCAL ADMIN rights on the app server.

### **Connectivity**

- VPN or equivalent remote access to the server for GUARD1 Professional Services and Technical Support.
  - Beyond Trust jump client is preferred
- Internet access is required for communication with the hosted application server

## **Requirements for Integration**

**Integration** requirements apply to systems with optional JMS, OMS or management system integration. Integration requires an in-depth review – please speak with your GUARD1 Account Manager.

### **JMS/OMS Integration**

- The customer or customer's management system vendor will provide an export file from JMS system meeting GUARD1's current JMS/OMS export requirements.
- The export is typically saved to a shared folder on a server or SFTP share.
- GUARD1 requires unique identifiers for beds and bed assignments.

## **Exhibit B**

### **GUARD1 Real Time Statement of Work**

#### **Overview**

The complete Statement of Work will include:

- Common work for all systems. See Statement of Work for All Systems.
- Server setup and software installation. See Statement of Work for On-Premises Systems or Statement of Work for Cloud Systems.
- Hardware setup. See Statement of Work for PIPE and/or Mobile Device and/or Duress/Active Tracking.
- Optional implementation of a management system interface. See Statement of Work for Management System / JMS / OMS Integration.

TimeKeeping Systems' work will be performed remotely unless otherwise agreed.

Customer assistance is important in defining work parameters and setting up the IT environment.

#### **Statement of Work for All Systems**

Purpose: This is the work common to all GUARD1 Real Time systems.

##### **Initial IT Review**

Participants: TimeKeeping Systems, Customer IT staff

Typical Duration: 30 minutes

Work performed:

TimeKeeping Systems will review the System Requirements with your team.

TimeKeeping Systems will provide the IT Deployment Guide to your team and review the information needed in order to begin the implementation process.

TimeKeeping Systems will set up the Kickoff meeting and provide an agenda.

Deliverables:

Deployment Guide information form completed by Customer

Samples provided to TimeKeeping Systems for forms being used, current wristband, ID badge

Project participants identified: Project Champion, Principal IT Contact

##### **Kickoff Meeting**

Participants: TimeKeeping Systems, Project Champion, Principal IT Contact, others to be identified

Typical Duration: One hour

Work performed

Review the components of the system being implemented.

Review the steps of the implementation process.

Discuss requirements, where applicable, for cabling, and infrastructure.

Discuss requirements for Customer WiFi environment (for mobile devices).

Discuss training and develop a preliminary plan.

Set a date for IT environment preparation by Customer.

Deliverables:

- Date set for remote system implementation
- Preliminary action plan

◆ **Milestone: Project Started**

**IT Environment Preparation**

Work performed

- The Customer will prepare an environment that meets the System Requirements
- The Customer will notify TimeKeeping Systems and confirm the system implementation date

Deliverables:

- Hardware and software prerequisites are met on client workstations.
- Active Directory groups created and users assigned for GUARD1ControlRoom, GUARD1Management, GUARD1Supervisors, GUARD1Reports, GUARD1System
- Review environment with TimeKeeping Systems
- Date confirmed for remote system implementation
- Customer IT staff assigned and available

◆ **Milestone: IT Environment Ready**

**Install GUARD1 on the server**

Typical Duration: Variable, depends on features, environment and scheduling

Participants: TimeKeeping Systems, Customer IT staff

Work performed:

- TimeKeeping System will install GUARD1 Real Time on the server – for cloud systems, on an Azure instance implemented by TimeKeeping Systems; for on-premises systems, on the Customer's server.
- Configure inmates, officers, assets, locations if JMS/OMS Integration is not implemented (up to 200 objects)
- Create Duty Posts
- Create Well-being Check Rules and Calendar / Inspection Rules
- Configure Maps and Zones
- Configure Activities, Handouts and Observations
- Configure Reports
- Configure Alerts and Notifications
- Configure System Agents
- Confirm Data Maintenance runs successfully

**Install GUARD1 on a client workstation**

Participants: TimeKeeping Systems, Customer IT staff

Work performed:

- Install GUARD1 Real Time Client on Customer workstation
- Confirm that user can log in and access functions appropriate to their AD group assignment
- Review Client installation process with Customer IT staff for remaining workstations

**System Check-Out**

Participants: TimeKeeping Systems, Customer IT staff

Work performed:

Confirm the system is functional

Deliverables:

System is installed and functional

◆ **Milestone: System is Customer Ready**

### Training

Participants: TimeKeeping Systems, Customer operations staff

Typical Duration: Varies depending on system size. Typically one to two days.

Work performed:

Review the GUARD1 system using Customer's deployment

How to enter data

How to use the system

How to run reports

Set date for followup call

Additional items such as Mobile Device training will be defined in a Training Plan as appropriate

Deliverables:

Customer is trained in use of the system

Customer is ready to enter data

Date set for go-live followup

◆ **Milestone: System is Go-Live Ready**

### Go Live

Participants: TimeKeeping Systems, Customer operations staff

Work performed:

TimeKeeping Systems staff is available to support Customer go live.

Deliverables:

System is up and running and in use

◆ **Milestone: System is Live**

### Followup

Typical Duration: 30 minutes

Participants: TimeKeeping Systems, Project Champion

Work performed:

Review system status

Determine and address any Customer problems

Set additional followup, if appropriate

Deliverables:

Installation and implementation are complete, or another followup

◆ **Milestone: Customer Approval**



### **Customer Acceptance**

Typical Duration: 30 minutes

Participants: TimeKeeping Systems, Project Champion

Work performed:

- Review additional steps for system upkeep and maintenance
- Customer accepts the system (sign-off)

Deliverables:

- Signed Customer acceptance

◆ **Milestone: Implementation Complete**

## Statement of Work for Server Implementation

GUARD1 can be deployed as an on-premises or cloud system. Only one of these statements of work will apply.

### Statement of Work for On-Premises Systems

Purpose: To implement the hardware environment for an on-premises Windows Server and SQL Server based GUARD1 system.

#### IT Environment Preparation

Work performed

TimeKeeping Systems will review requirements with the Customer

The Customer will prepare an environment that meets the System Requirements

The Customer will notify TimeKeeping Systems and confirm the system implementation date

Deliverables:

Hardware and software prerequisites are met on server(s) and workstations.

Active Directory groups created and users assigned for GUARD1ControlRoom,

GUARD1Management, GUARD1Reports, GUARD1System

SQL Server database maintenance includes database backup plan, recovery process, and archiving schedule

SQL Reporting Services is installed and configured

Date confirmed for remote system implementation

Customer IT staff assigned and available

◆ **Milestone: On-Premises Server is Ready**

### Statement of Work for Cloud Systems

Purpose: To implement a cloud based GUARD1 system.

#### IT Environment Preparation

Participants: TimeKeeping Systems, Customer operations staff

Work performed

TimeKeeping Systems will prepare a cloud system that meets the System Requirements

TimeKeeping Systems will contact Customer and confirm the system implementation date

Deliverables:

Cloud system ready for implementation

Local Active Directory groups created and users assigned for GUARD1ControlRoom,

GUARD1Management, GUARD1Reports, GUARD1System

◆ **Milestone: Cloud Server is Ready**

## Statement of Work for Hardware Implementation

GUARD1 supports multiple hardware options. One or more of these statements of work will apply, depending on the hardware selected by your organization.

### Statement of Work for PIPE Systems

Purpose: Set up hardware and checkpoints for the PIPE.

#### IT Environment Preparation

Work performed

- Locations planned for IP Downloader(s)
- Ethernet connection available for IP Downloader(s)

Deliverables:

- IP Downloaders connected and ready

◆ **Milestone: Downloaders Ready**

### System Implementation

Work performed

- Assign iButtons or QR/NFC tags to locations
- Set up button wallets
- Configure IP Downloaders

◆ **Milestone: Hardware Ready**

## Statement of Work for Mobile Device Systems

Purpose: Set up mobile devices, supporting WiFi, and RFID tags and checkpoints.

#### IT Environment Preparation

Participants: TimeKeeping Systems, Customer operations staff

Work performed

- The Customer will prepare an environment that meets the WiFi System Requirements

Deliverables:

- WiFi configured to system requirements, including 802.11r and k, if required for mobile devices
- SSL Certificate procured for Mobile Clients
- Internet access for Mobile Device Management (MDM)
- Customer IT staff assigned and available

◆ **Milestone: IT Environment Ready**

### Remote System Implementation

Participants: TimeKeeping Systems, Customer operations staff

Work performed

- Set up printing of RFID wristbands or ID cards
- Assign tags to inmates

◆ **Milestone: System is Customer Ready**

## Training

Participants: TimeKeeping Systems, Customer operations staff

Work performed:

- Discuss mobile device workflows
- How to use mobile devices
- Hands-on officer training

◆ **Milestone: System is Go-Live Ready**

## Statement of Work for Duress / Tracking Systems

Purpose: Set up and implementation of zone-based positioning system

### IT Environment Preparation

Work performed

Note: The network for GUARD1 receivers will be provided by the Customer unless otherwise agreed. TimeKeeping Systems recommends an independent network for duress and tracking systems.

Prepare a network environment that meets the System Requirements.

- Install network cabling
- Deploy switches and other network infrastructure

Deliverables:

- Network cabling
- Customer IT staff assigned and available

◆ **Milestone: IT Environment Ready**

### Install GUARD1 on the server

Work performed

- Assign Duress Devices to officers
- Assign tags to inmates
- Configure Zones and Maps
- Configure Tower Lights
- Configure System Agents

### System preparation

Work performed

- Install receivers
- Configure Receivers
- Tune receivers and optimize the system to maximize accuracy of location information

◆ **Milestone: System is Customer Ready**

## Statement of Work for Integration

GUARD1 integrates with a management system, for patients, residents, offenders, etc. This integration is optional, so the statement of work below will apply if your system includes integration.

### Statement of Work for Management Systems (JMS / OMS) Integration

#### Export File Preparation

Work performed

- The Customer will provide an export file that meets TKS specifications
- The Customer export will provide unique bed assignments per individual
- The Customer export will provide a URI for individuals' photos

Deliverables:

- XML Export file that meets TKS specifications
- Sample export file available for TKS development
- If an XML Export file is not available, the Customer will provide an agreed-on export

◆ **Milestone: Export Ready**

#### Export File Preparation

Work performed

- TimeKeeping Systems will complete the integration using the Customer's export file

Deliverables:

- Integration is complete in GUARD1
- Ready for testing

◆ **Milestone: Export Ready**

#### System Checkout

Participants: TimeKeeping Systems, Customer IT staff, Project Champion

Work performed:

- Confirm access to management system data
- Confirm access to photos
- Confirm that data is correct

Deliverables:

- Integration is complete and functional

◆ **Milestone: Integration is Customer Ready**

**Exhibit C**  
**Equipment, Software and/or Services**

Subject to the terms and conditions of this Agreement, TimeKeeping Systems, Inc. ("TKS") offers, and Customer agrees to purchase, the Equipment, Software and/or Services as specified in:

- TKS Quote Number 11-240723-135413, incorporated herein by reference.
- Customer Purchase Order \_\_\_\_\_. Terms and conditions that appear on or are referenced in Customer's Purchase Order that are inconsistent with this Agreement are and shall be null and void.
- Price List (specify) \_\_\_\_\_
- Other (specify) \_\_\_\_\_
  
- Lease term. If this section is checked, it applies to leased items identified in the above documents. Leased Items shall remain the property of TKS, and shall be leased to customer for a period of \_\_\_\_\_ years (the Lease Term). Customer agrees that if this Agreement is cancelled before the end of the Lease Term, all remaining lease payments shall become immediately due and payable.

The parties may extend the lease beyond the original Lease Term by mutual agreement in writing.

**Exhibit D**  
**County Purchase Order Terms and Conditions**

**ARTICLE # 136 – CONTRACT TERMS AND CONDITIONS**

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

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



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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2024

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

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

Table with columns for PRODUCER (AssuredPartners of Ohio, LLC) and INSURED (TKS Holding LLC), and CONTACT INFORMATION (Charlene Gardner) and INSURER(S) AFFORDING COVERAGE (Cincinnati Insurance Company, Hudson Excess Insurance Company).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table listing insurance coverages including Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation, with columns for INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Hall, Georgia, its Board of Commissioners, officers, employees, servants, and agents as listed, are covered as an additional insured with waiver of subrogation, as required by contract, and protects the County 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.

Table with columns for CERTIFICATE HOLDER (Hall County Georgia) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS).

## DESCRIPTIONS (Continued from Page 1)

required, 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 Contract.



## AGENDA ITEM

### Consent Agenda

**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 550/2024

**SUBJECT:** Approve the purchase of twelve (12) new 2023 Dodge Chargers for the Sheriff's Office to Jacky Jones Chrysler Dodge Jeep Ram of Cleveland, GA, in the amount of \$421,992.00.

#### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

#### Executive Summary:

**Presenter:** 1LJA

**Recommendation:**  
Approve.

**Purpose of Request:**  
Approve the purchase of twelve (12) new 2023 Dodge Chargers for the Sheriff's Office to Jacky Jones Chrysler Dodge Jeep Ram of Cleveland, GA, in the amount of \$421,992.00.

**History:**

**Facts and Issues:**  
Jacky Jones Chrysler Dodge Jeep Ram is the lowest and responsible bidder at \$35,166.00 each and has all twelve (12) vehicles on their lot as indicated by the VIN #'s on their quote.

**Options:**

<b>Funding Requested</b>	\$ 421,992.00
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Restricted Funds
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

**Approvals:**

Buyer	Submit	Approve	Purchasing
-------	--------	---------	------------

<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
AY	SC	SC	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
JM	TS	WLI	CR
<b>Clerk</b>			
JR			

---

**Attachments:**

Financial Supplement

Bid Tab

Quotes



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

**AGENDA ITEM 550/2024**

**Funds Requested:** \$ 421,992.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Restricted Funds

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2025	203-RESTRICTED PROGRAMS FUND	3326-SHERIFF&JAIL	542200-MOTOR VEHICLES	\$421,992.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** LJM

**Phone:**

678-618-1235

	Quotes	Jacky Jones Chrysler Dodge	TrueCar	TrueCar
		Cleveland, GA	Thomson, GA	Alto, GA
ITEM NO.	ITEM DESCRIPTION	PRICE	PRICE	PRICE
1	2023 Dodge Charger (each)	\$35,166.00	\$45,465.00	\$52,135.00
Total for 12		\$421,992.00	\$545,580.00	\$625,620.00

VIN #:

---

2C3CDXKG8PH683905 2C3CDXAT7PH651008 2C3CDXAT8PH588582  
 2C3CDXKG2PH688033  
 2C3CDXKG1PH683907  
 2C3CDXKG5PH705441  
 2C3CDXKG5PH705505  
 2C3CDXKG7PH705506  
 2C3CDXKG7PH705151  
 2C3CDXKG0PH683901  
 2C3CDXKG9PH705152  
 2C3CDXKG3PH688056  
 2C3CDXKG5PH705150  
 2C3CDXKG2PH683902

# JACKY JONES

Cleveland, GA



Salesman: \_\_\_\_\_  
 Date: 09/24/2024  
 Stock No: J2356  
 Phone: (H): \_\_\_\_\_  
 Phone: (B): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tag No: \_\_\_\_\_  
 Decal No: \_\_\_\_\_

2840 Hwy 129 South (706) 865-3168 DEAL#: 0089576  
 Cleveland, GA 30528 FAX (706) 865-2217 CUST#: 244991

Purchaser HALL COUNTY BOARD OF COMMISSIONER  
 Address 2875 BROWNS BRIDGE RD City GAINESVILLE State GA ZIP 30504  
 Year 2023 Make DODGE Model CHARGER POLICE Color PITCH BLACK CLEAR COAT County HALL  
 Motor No 2C3CDXK8PH683905 Key No \_\_\_\_\_ Mileage 10

MSRP	44915.00
Discount	9752.00
Selling Price	35163.00
Accessories	<i>QUOTE #1</i>

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		Total Price	35163.00
User Car Allowance	<u>NA</u> Miles _____	Trade	NA
Year _____ Make _____ Model _____ Type _____		Difference	35163.00
Color _____ ID # _____ Cyl _____		Ext. Service Plan	NA
County _____ Tag # _____ Decal # _____		Cust. Services Fee	NA
Balanced Owed To _____		Sales Tax	NA
Street _____		Title-Tag Fees	3.00
City _____ State _____ ZIP _____		Sub Total	35166.00
Phone _____ Acct # _____		Payoff	NA
Payoff By _____ Good Till _____		TOTAL DUE	35166.00
User Car Allowance _____ Miles _____		Rebate	NA
Year _____ Make _____ Model _____ Type _____		Deposit	NA
Color _____ ID # _____ Cyl _____		COD	35166.00
County _____ Tag # _____ Decal # _____		<b>TOTAL OF DOWN PAYMENT</b>	<b>35166.00</b>
Balanced Owed To _____		<b>BALANCE TO BE FINANCED</b>	<b>NA</b>
Street _____		<b>TOTAL SETTLEMENT</b>	
City _____ State _____ ZIP _____			
Phone _____ Acct # _____			
Payoff By _____ Good Till _____			

Insurance Information  
 Ins. Co. \_\_\_\_\_ Policy # \_\_\_\_\_  
 Effective Dates: From \_\_\_\_\_ To \_\_\_\_\_  
 Agent Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 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 SIGNATURE \_\_\_\_\_  
 By: *[Signature]*  
 Title: \_\_\_\_\_



# JACKY JONES

Cleveland, GA



2840 Hwy 129 South (706) 865-3168 DEAL#: 0089577  
 Cleveland, GA 30528 FAX (706) 865-2217 CUST#: 244992

Salesman: \_\_\_\_\_  
 Date: 09/24/2024  
 Stock No: J2361  
 Phone: (H): \_\_\_\_\_  
 Phone: (B): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tag No: \_\_\_\_\_  
 Decal No: \_\_\_\_\_

Purchaser HALL COUNTY BOARD OF COMMISSIONER  
 Address 2875 BROWNS BRIDGE RD City GAINESVILLE State GA ZIP 30504  
 Year 2023 Make DODGE Model CHARGER POLICE Color PITCH BLACK CLEAR COAT County HALL  
 Motor No 2C3CDXKG2PH688033 Key No \_\_\_\_\_ Mileage 10

MSRP	44915.00
Discount	9752.00
Selling Price	35163.00
Accessories	


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		Total Price	35163.00
User Car Allowance <u>NA</u> Miles _____	Year _____ Make _____ Model _____ Type _____	Trade	NA
Color _____ ID # _____ Cyl _____	County _____ Tag # _____ Decal # _____	Difference	35163.00
Balanced Owed To _____	Street _____	Ext. Service Plan	NA
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____	Cust. Services Fee	NA
Phone _____ Acct # _____	Phone _____ Acct # _____	Sales Tax	NA
Payoff By _____ Good Till _____	Payoff By _____ Good Till _____	Title-Tag Fees	3.00
User Car Allowance _____ Miles _____	Year _____ Make _____ Model _____ Type _____	Sub Total	35166.00
Color _____ ID # _____ Cyl _____	County _____ Tag # _____ Decal # _____	Payoff	NA
Balanced Owed To _____	Street _____	TOTAL DUE	35166.00
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____	Rebate	NA
Phone _____ Acct # _____	Phone _____ Acct # _____	Deposit	NA
Payoff By _____ Good Till _____	Payoff By _____ Good Till _____	COD	35166.00

**TOAL OF DOWN PAYMENT** 35166.00  
**BALANCE TO BE FINANCED** NA  
**TOTAL SETTLEMENT** 35166.00  
 ALL CARS SOLD "AS IS" UNLESS OTHERWISE SPECIFIED

**Insurance Information**  
 Ins. Co. \_\_\_\_\_ Policy # \_\_\_\_\_  
 Effective Dates: From \_\_\_\_\_ To \_\_\_\_\_  
 Agent Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_

**ALL DELIVERIES SUBJECT TO FINANCE APPROVAL**  
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Lien Holder \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Lien Holder Code # \_\_\_\_\_

BUYER SIGNATURE \_\_\_\_\_  
 By:  \_\_\_\_\_  
 Title: \_\_\_\_\_



2840 Hwy 129 South (706) 865-3168 DEAL#: 0089575  
 Cleveland, GA 30528 FAX (706) 865-2217 CUST#: 244990

Salesman: \_\_\_\_\_  
 Date: 09/24/2024  
 Stock No: J2347  
 Phone: (H): \_\_\_\_\_  
 Phone: (B): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tag No: \_\_\_\_\_  
 Decal No: \_\_\_\_\_

Purchaser HALL COUNTY BOARD OF COMMISSIONER  
 Address 2875 BROWNS BRIDGE RD City GAINESVILLE State GA ZIP 30504  
 Year 2023 Make DODGE Model CHARGER POLICE Color PITCH BLACK CLEAR COAT County HALL  
 Motor No 2C3CDXKG1PH683907 Key No \_\_\_\_\_ Mileage 10


	MSRP	44915.00
	Discount	9752.00
	Selling Price	35163.00
	Accessories	

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		
User Car Allowance <u>NA</u> Miles _____	Total Price	35163.00
Year _____ Make _____ Model _____ Type _____	Trade	NA
Color _____ ID # _____ Cyl _____	Difference	35163.00
County _____ Tag # _____ Decal # _____	Ext. Service Plan	NA
Balanced Owed To _____	Cust. Services Fee	NA
Street _____	Sales Tax	NA
City _____ State _____ ZIP _____	Title-Tag Fees	3.00
Phone _____ Acct # _____	Sub Total	35166.00
Payoff By _____ Good Till _____	Payoff	NA
User Car Allowance _____ Miles _____	TOTAL DUE	35166.00
Year _____ Make _____ Model _____ Type _____	Rebate	NA
Color _____ ID # _____ Cyl _____	Deposit	NA
County _____ Tag # _____ Decal # _____	COD	35166.00
Balanced Owed To _____	<b>TOTAL OF DOWN PAYMENT</b>	35166.00
Street _____	<b>BALANCE TO BE FINANCED</b>	NA
City _____ State _____ ZIP _____	<b>TOTAL SETTLEMENT</b>	
Phone _____ Acct # _____	<b>ALL CARS SOLD "AS IS" UNLESS OTHERWISE SPECIFIED</b>	
Payoff By _____ Good Till _____	<b>ALL DELIVERIES SUBJECT TO FINANCE APPROVAL</b>	

Insurance Information  
 Ins. Co. \_\_\_\_\_ Policy # \_\_\_\_\_  
 Effective Dates: From \_\_\_\_\_ To \_\_\_\_\_  
 Agent Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_

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Lien Holder \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Lien Holder Code # \_\_\_\_\_

BUYER SIGNATURE \_\_\_\_\_  
 By:   
 Title: \_\_\_\_\_



2840 Hwy 129 South (706) 865-3168 DEAL#: 0089566  
 Cleveland, GA 30528 FAX (706) 865-2217 CUST#: 244981

Salesman: \_\_\_\_\_  
 Date: 09/24/2024  
 Stock No: J2395  
 Phone: (H): \_\_\_\_\_  
 Phone: (B): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tag No: \_\_\_\_\_  
 Decal No: \_\_\_\_\_

Purchaser HALL COUNTY BOARD OF COMMISSIONER

Address 2875 BROWNS BRIDGE RD City GAINESVILLE State GA ZIP 30504

Year 2023 Make DODGE Model CHARGER POLICE Color GRANITE PEARL COAT County HALL

Motor No 2C3CDXKG5PH705441 Key No \_\_\_\_\_ Mileage 10

	MSRP	45010.00
	Discount	9847.00
	Selling Price	35163.00
	Accessories	

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

User Car Allowance <u>NA</u> Miles _____	Total Price	35163.00
Year _____ Make _____ Model _____ Type _____	Trade	NA
Color _____ ID # _____ Cyl _____	Difference	35163.00
County _____ Tag # _____ Decal # _____	Ext. Service Plan	NA
Balanced Owed To _____	Cust. Services Fee	NA
Street _____	Sales Tax	NA
City _____ State _____ ZIP _____	Title-Tag Fees	3.00
Phone _____ Acct # _____	Sub Total	35166.00
Payoff By _____ Good Till _____	Payoff	NA
User Car Allowance _____ Miles _____	TOTAL DUE	35166.00
Year _____ Make _____ Model _____ Type _____	Rebate	NA
Color _____ ID # _____ Cyl _____	Deposit	NA
County _____ Tag # _____ Decal # _____	COD	35166.00

Balanced Owed To \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_ Acct # \_\_\_\_\_  
 Payoff By \_\_\_\_\_ Good Till \_\_\_\_\_

Insurance Information  
 Ins. Co. \_\_\_\_\_ Policy # \_\_\_\_\_  
 Effective Dates: From \_\_\_\_\_ To \_\_\_\_\_  
 Agent Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_


<b>TOAL OF DOWN PAYMENT</b>	35166.00
<b>BALANCE TO BE FINANCED</b>	NA
<b>TOTAL SETTLEMENT</b>	

ALL CARS SOLD "AS IS" UNLESS OTHERWISE SPECIFIED

ALL DELIVERIES SUBJECT TO FINANCE APPROVAL

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Lien Holder \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Lien Holder Code # \_\_\_\_\_

BUYER SIGNATURE \_\_\_\_\_  
 By:  \_\_\_\_\_  
 Title: \_\_\_\_\_



Salesman: \_\_\_\_\_  
 Date: 09/24/2024  
 Stock No: J2404  
 Phone: (H): \_\_\_\_\_  
 Phone: (B): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tag No: \_\_\_\_\_  
 Decal No: \_\_\_\_\_

2840 Hwy 129 South (706) 865-3168 DEAL#: 0089567  
 Cleveland, GA 30528 FAX (706) 865-2217 CUST#: 244982

Purchaser HALL COUNTY BOARD OF COMMISSIONER  
 Address 2875 BROWNS BRIDGE RD City GAINESVILLE State GA ZIP 30504  
 Year 2023 Make DODGE Model CHARGER POLICE Color BITCH BLACK CLEAR COAT County HALL  
 Motor No 2C3CDXKG5PH705505 Key No \_\_\_\_\_ Mileage 10

MSRP	44750.00
Discount	9587.00
Selling Price	35163.00
Accessories	

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

User Car Allowance NA Miles \_\_\_\_\_  
 Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Type \_\_\_\_\_  
 Color \_\_\_\_\_ ID # \_\_\_\_\_ Cyl \_\_\_\_\_  
 County \_\_\_\_\_ Tag # \_\_\_\_\_ Decal # \_\_\_\_\_

Balanced Owed To \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_ Acct # \_\_\_\_\_  
 Payoff By \_\_\_\_\_ Good Till \_\_\_\_\_

User Car Allowance \_\_\_\_\_ Miles \_\_\_\_\_  
 Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Type \_\_\_\_\_  
 Color \_\_\_\_\_ ID # \_\_\_\_\_ Cyl \_\_\_\_\_  
 County \_\_\_\_\_ Tag # \_\_\_\_\_ Decal # \_\_\_\_\_

Balanced Owed To \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_ Acct # \_\_\_\_\_  
 Payoff By \_\_\_\_\_ Good Till \_\_\_\_\_


Insurance Information  
 Ins. Co. \_\_\_\_\_ Policy # \_\_\_\_\_  
 Effective Dates: From \_\_\_\_\_ To \_\_\_\_\_  
 Agent Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_

Total Price	35163.00
Trade	NA
Difference	35163.00
Ext. Service Plan	NA
Cust. Services Fee	NA
Sales Tax	NA
Title-Tag Fees	3.00
Sub Total	35166.00
Payoff	NA
TOTAL DUE	35166.00
Rebate	NA
Deposit	NA
COD	35166.00

**TOTAL OF DOWN PAYMENT** 35166.00  
**BALANCE TO BE FINANCED** NA  
**TOTAL SETTLEMENT**  
**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 SIGNATURE \_\_\_\_\_  
 By:   
 Title: \_\_\_\_\_



2840 Hwy 129 South (706) 865-3168 DEAL#: 0089568  
 Cleveland, GA 30528 FAX (706) 865-2217 CUST#: 244983

Salesman: \_\_\_\_\_  
 Date: 09/24/2024  
 Stock No: J2413  
 Phone: (H): \_\_\_\_\_  
 Phone: (B): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tag No: \_\_\_\_\_  
 Decal No: \_\_\_\_\_

Purchaser HALL COUNTY BOARD OF COMMISSIONER  
 Address 2875 BROWNS BRIDGE RD City GAINESVILLE State GA ZIP 30504  
 Year 2023 Make DODGE Model CHARGER POLICE Color PITCH BLACK CLEAR COAT County HALL  
 Motor No 2C3CDXKG7PH705506 Key No \_\_\_\_\_ Mileage 10

MSRP	44750.00
Discount	9587.00
Selling Price	35163.00
Accessories	

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

User Car Allowance NA Miles \_\_\_\_\_  
 Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Type \_\_\_\_\_  
 Color \_\_\_\_\_ ID # \_\_\_\_\_ Cyl \_\_\_\_\_  
 County \_\_\_\_\_ Tag # \_\_\_\_\_ Decal # \_\_\_\_\_

Balanced Owed To \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_ Acct # \_\_\_\_\_  
 Payoff By \_\_\_\_\_ Good Till \_\_\_\_\_

User Car Allowance \_\_\_\_\_ Miles \_\_\_\_\_  
 Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Type \_\_\_\_\_  
 Color \_\_\_\_\_ ID # \_\_\_\_\_ Cyl \_\_\_\_\_  
 County \_\_\_\_\_ Tag # \_\_\_\_\_ Decal # \_\_\_\_\_

Balanced Owed To \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_ Acct # \_\_\_\_\_  
 Payoff By \_\_\_\_\_ Good Till \_\_\_\_\_


Insurance Information  
 Ins. Co. \_\_\_\_\_ Policy # \_\_\_\_\_  
 Effective Dates: From \_\_\_\_\_ To \_\_\_\_\_  
 Agent Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_

Total Price	35163.00
Trade	NA
Difference	35163.00
Ext. Service Plan	NA
Cust. Services Fee	NA
Sales Tax	NA
Title-Tag Fees	3.00
Sub Total	35166.00
Payoff	NA
TOTAL DUE	35166.00
Rebate	NA
Deposit	NA
COD	35166.00

**TOAL OF DOWN PAYMENT** 35166.00  
**BALANCE TO BE FINANCED** NA  
**TOTAL SETTLEMENT**  
 ALL CARS SOLD "AS IS" UNLESS OTHERWISE SPECIFIED  
 ALL DELIVERIES SUBJECT TO FINANCE APPROVAL

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Lien Holder \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Lien Holder Code # \_\_\_\_\_

BUYER SIGNATURE  
 By:   
 Title: \_\_\_\_\_

# JACKY JONES

Cleveland, GA

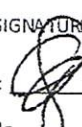


2840 Hwy 129 South (706) 865-3168 DEAL#: 0089569  
 Cleveland, GA 30528 FAX (706) 865-2217 CUST#: 244984

Salesman: \_\_\_\_\_  
 Date: 09/24/2024  
 Stock No: J2412  
 Phone: (H): \_\_\_\_\_  
 Phone: (B): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tag No: \_\_\_\_\_  
 Decal No: \_\_\_\_\_

Purchaser HALL COUNTY BOARD OF COMMISSIONER  
 Address 2875 BROWNS BRIDGE RD City GAINESVILLE State GA ZIP 30504  
 Year 2023 Make DODGE Model CHARGER POLICE Color PITCH BLACK CLEAR COAT County HALL  
 Motor No 2C3CDXKG7PH705151 Key No \_\_\_\_\_ Mileage 10

MSRP	44750.00
Discount	9587.00
Selling Price	35163.00
Accessories	

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		Total Price	35163.00
User Car Allowance <u>NA</u> Miles _____ Year _____ Make _____ Model _____ Type _____ Color _____ ID# _____ Cyl _____ County _____ Tag # _____ Decal # _____		Trade	NA
Balanced Owed To _____ Street _____ City _____ State _____ ZIP _____ Phone _____ Acct # _____ Payoff By _____ Good Till _____		Difference	35163.00
User Car Allowance _____ Miles _____ Year _____ Make _____ Model _____ Type _____ Color _____ ID# _____ Cyl _____ County _____ Tag # _____ Decal # _____		Ext. Service Plan	NA
Balanced Owed To _____ Street _____ City _____ State _____ ZIP _____ Phone _____ Acct # _____ Payoff By _____ Good Till _____		Cust. Services Fee	NA
Insurance Information Ins. Co. _____ Policy # _____ Effective Dates: From _____ To _____ Agent Name _____ Street _____ City _____ State _____ ZIP _____ Phone _____		Sales Tax	NA
Lien Holder _____ Address _____ City _____ State _____ ZIP _____ Lien Holder Code # _____		Title-Tag Fees	3.00
BUYER SIGNATURE _____ By:  Title: _____		Sub Total	35166.00
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.		Payoff	NA
TOTAL OF DOWN PAYMENT <u>35166.00</u> BALANCE TO BE FINANCED <u>NA</u> TOTAL SETTLEMENT _____		TOTAL DUE	35166.00
_____		Rebate	NA
_____		Deposit	NA
_____		COD	35166.00



2840 Hwy 129 South (706) 865-3168 DEAL#: 0089570  
 Cleveland, GA 30528 FAX (706) 865-2217 CUST#: 244985

Salesman: \_\_\_\_\_  
 Date: 09/24/2024  
 Stock No: J2373  
 Phone: (H): \_\_\_\_\_  
 Phone: (B): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tag No: \_\_\_\_\_  
 Decal No: \_\_\_\_\_

Purchaser HALL COUNTY BOARD OF COMMISSIONER  
 Address 2875 BROWNS BRIDGE RD City GAINESVILLE State GA ZIP 30504  
 Year 2023 Make DODGE Model CHARGER POLICE Color PITCH BLACK CLEAR COAT County HALL  
 Motor No 2C3CDXKG0PH683901 Key No \_\_\_\_\_ Mileage 10

	MSRP	44915.00
	Discount	9752.00
	Selling Price	35163.00
	Accessories	

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

User Car Allowance NA Miles \_\_\_\_\_  
 Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Type \_\_\_\_\_  
 Color \_\_\_\_\_ ID # \_\_\_\_\_ Cyl \_\_\_\_\_  
 County \_\_\_\_\_ Tag # \_\_\_\_\_ Decal # \_\_\_\_\_

Balanced Owed To \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_ Acct # \_\_\_\_\_  
 Payoff By \_\_\_\_\_ Good Till \_\_\_\_\_

User Car Allowance \_\_\_\_\_ Miles \_\_\_\_\_  
 Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Type \_\_\_\_\_  
 Color \_\_\_\_\_ ID # \_\_\_\_\_ Cyl \_\_\_\_\_  
 County \_\_\_\_\_ Tag # \_\_\_\_\_ Decal # \_\_\_\_\_

Balanced Owed To \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_ Acct # \_\_\_\_\_  
 Payoff By \_\_\_\_\_ Good Till \_\_\_\_\_

Insurance Information  
 Ins. Co. \_\_\_\_\_ Policy # \_\_\_\_\_  
 Effective Dates: From \_\_\_\_\_ To \_\_\_\_\_  
 Agent Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_


Total Price	35163.00
Trade	NA
Difference	35163.00
Ext. Service Plan	NA
Cust. Services Fee	NA
Sales Tax	NA
Title-Tag Fees	3.00
Sub Total	35166.00
Payoff	NA
TOTAL DUE	35166.00
Rebate	NA
Deposit	NA
COD	35166.00

**TOTAL OF DOWN PAYMENT** 35166.00  
**BALANCE TO BE FINANCED** NA  
**TOTAL SETTLEMENT**

**ALL CARS SOLD "AS IS" UNLESS OTHERWISE SPECIFIED**  
**ALL DELIVERIES SUBJECT TO FINANCE APPROVAL**

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Lien Holder \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Lien Holder Code # \_\_\_\_\_

BUYER SIGNATURE \_\_\_\_\_  
 By:  \_\_\_\_\_  
 Title: \_\_\_\_\_



2840 Hwy 129 South (706) 865-3168 DEAL#: 0089571  
 Cleveland, GA 30528 FAX (706) 865-2217 CUST#: 244986

Salesman: \_\_\_\_\_  
 Date: 09/24/2024  
 Stock No: J2414  
 Phone: (H): \_\_\_\_\_  
 Phone: (B): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tag No: \_\_\_\_\_  
 Decal No: \_\_\_\_\_

Purchaser HALL COUNTY BOARD OF COMMISSIONER  
 Address 2875 BROWNS BRIDGE RD City GAINESVILLE State GA ZIP 30504  
 Year 2023 Make DODGE Model CHARGER POLICE Color PITCH BLACK CLEAR COAT County HALL  
 Motor No 2C3CDXKG9PH705152 Key No \_\_\_\_\_ Mileage 10

MSRP	44750.00
Discount	9587.00
Selling Price	35163.00
Accessories	

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		Total Price	35163.00
User Car Allowance	<u>NA</u> Miles _____	Trade	<u>NA</u>
Year _____ Make _____ Model _____ Type _____		Difference	35163.00
Color _____ ID # _____ Cyl _____		Ext. Service Plan	<u>NA</u>
County _____ Tag # _____ Decal # _____		Cust. Services Fee	<u>NA</u>
Balanced Owed To _____		Sales Tax	<u>NA</u>
Street _____		Title-Tag Fees	3.00
City _____ State _____ ZIP _____		Sub Total	35166.00
Phone _____ Acct # _____		Payoff	<u>NA</u>
Payoff By _____ Good Till _____		TOTAL DUE	35166.00
User Car Allowance _____ Miles _____		Rebate	<u>NA</u>
Year _____ Make _____ Model _____ Type _____		Deposit	<u>NA</u>
Color _____ ID # _____ Cyl _____		COD	35166.00
County _____ Tag # _____ Decal # _____		<b>TOAL OF DOWN PAYMENT</b>	35166.00
Balanced Owed To _____		<b>BALANCE TO BE FINANCED</b>	<u>NA</u>
Street _____		<b>TOTAL SETTLEMENT</b>	
City _____ State _____ ZIP _____		<b>ALL CARS SOLD "AS IS" UNLESS OTHERWISE SPECIFIED</b>	
Phone _____ Acct # _____		<b>ALL DELIVERIES SUBJECT TO FINANCE APPROVAL</b>	
Payoff By _____ Good Till _____			

**Insurance Information**

Ins. Co. \_\_\_\_\_ Policy # \_\_\_\_\_

Effective Dates: From \_\_\_\_\_ To \_\_\_\_\_

Agent Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone \_\_\_\_\_

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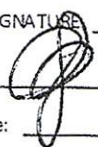
Lien Holder \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Lien Holder Code # \_\_\_\_\_

BUYER SIGNATURE \_\_\_\_\_

By: 

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





2840 Hwy 129 South (706) 865-3168 DEAL#: 0089572  
 Cleveland, GA 30528 FAX (706) 865-2217 CUST#: 244987

Salesman: \_\_\_\_\_  
 Date: 09/24/2024  
 Stock No: J2358  
 Phone: (H): \_\_\_\_\_  
 Phone: (B): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tag No: \_\_\_\_\_  
 Decal No: \_\_\_\_\_


Purchaser HALL COUNTY BOARD OF COMMISSIONER  
 Address 2875 BROWNS BRIDGE RD City GAINESVILLE State GA ZIP 30504  
 Year 2023 Make DODGE Model CHARGER POLICE Color PITCH BLACK CLEAR COAT County HALL  
 Motor No 2C3CDXKG3PH688056 Key No \_\_\_\_\_ Mileage 10

MSRP	44750.00
Discount	9587.00
Selling Price	35163.00
Accessories	

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		Total Price	35163.00
User Car Allowance <u>NA</u> Miles _____	Year _____ Make _____ Model _____ Type _____	Trade	NA
Color _____ ID # _____ Cyl _____	County _____ Tag # _____ Decal # _____	Difference	35163.00
Balanced Owed To _____	Street _____	Ext. Service Plan	NA
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____	Cust. Services Fee	NA
Phone _____ Acct # _____	Phone _____ Acct # _____	Sales Tax	NA
Payoff By _____ Good Till _____	Payoff By _____ Good Till _____	Title-Tag Fees	3.00
User Car Allowance _____ Miles _____	Year _____ Make _____ Model _____ Type _____	Sub Total	35166.00
Color _____ ID # _____ Cyl _____	County _____ Tag # _____ Decal # _____	Payoff	NA
Balanced Owed To _____	Street _____	TOTAL DUE	35166.00
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____	Rebate	NA
Phone _____ Acct # _____	Phone _____ Acct # _____	Deposit	NA
Payoff By _____ Good Till _____	Payoff By _____ Good Till _____	COD	35166.00
Insurance Information		<b>TOAL OF DOWN PAYMENT</b>	35166.00
Ins. Co. _____ Policy # _____	Effective Dates: From _____ To _____	<b>BALANCE TO BE FINANCED</b>	NA
Agent Name _____	Street _____	<b>TOTAL SETTLEMENT</b>	
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____	<b>ALL CARS SOLD "AS IS" UNLESS OTHERWISE SPECIFIED</b>	
Phone _____	Phone _____	<b>ALL DELIVERIES SUBJECT TO FINANCE APPROVAL</b>	

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Lien Holder \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Lien Holder Code # \_\_\_\_\_

BUYER SIGNATURE \_\_\_\_\_  
 By:   
 Title: \_\_\_\_\_



Salesman: \_\_\_\_\_  
 Date: 09/24/2024  
 Stock No: J2385  
 Phone: (H): \_\_\_\_\_  
 Phone: (B): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tag No: \_\_\_\_\_  
 Decal No: \_\_\_\_\_

2840 Hwy 129 South (706) 865-3168 DEAL#: 0089573  
 Cleveland, GA 30528 FAX (706) 865-2217 CUST#: 244988

Purchaser HALL COUNTY BOARD OF COMMISSIONER

Address 2875 BROWNS BRIDGE RD City GAINESVILLE State GA ZIP 30504  
 Year 2023 Make DODGE Model CHARGER POLICE Color PITCH BLACK CLEAR COAT County HALL  
 Motor No 2C3CDXKG5PH705150 Key No \_\_\_\_\_ Mileage 10

MSRP	44750.00
Discount	9587.00
Selling Price	35163.00
Accessories	

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

User Car Allowance NA Miles \_\_\_\_\_  
 Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Type \_\_\_\_\_  
 Color \_\_\_\_\_ ID # \_\_\_\_\_ Cyl \_\_\_\_\_  
 County \_\_\_\_\_ Tag # \_\_\_\_\_ Decal # \_\_\_\_\_

Balanced Owed To \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_ Acct # \_\_\_\_\_  
 Payoff By \_\_\_\_\_ Good Till \_\_\_\_\_

User Car Allowance \_\_\_\_\_ Miles \_\_\_\_\_  
 Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Type \_\_\_\_\_  
 Color \_\_\_\_\_ ID # \_\_\_\_\_ Cyl \_\_\_\_\_  
 County \_\_\_\_\_ Tag # \_\_\_\_\_ Decal # \_\_\_\_\_

Balanced Owed To \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_ Acct # \_\_\_\_\_  
 Payoff By \_\_\_\_\_ Good Till \_\_\_\_\_

Insurance Information  
 Ins. Co. \_\_\_\_\_ Policy # \_\_\_\_\_  
 Effective Dates: From \_\_\_\_\_ To \_\_\_\_\_  
 Agent Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_

Total Price	35163.00
Trade	NA
Difference	35163.00
Ext. Service Plan	NA
Cust. Services Fee	NA
Sales Tax	NA
Title-Tag Fees	3.00
Sub Total	35166.00
Payoff	NA
TOTAL DUE	35166.00
Rebate	NA
Deposit	NA
COD	35166.00

**TOAL OF DOWN PAYMENT** 35166.00  
**BALANCE TO BE FINANCED** NA  
**TOTAL SETTLEMENT**

ALL CARS SOLD "AS IS" UNLESS OTHERWISE SPECIFIED  
 ALL DELIVERIES SUBJECT TO FINANCE APPROVAL

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Lien Holder \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Lien Holder Code # \_\_\_\_\_

BUYER SIGNATURE \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

# JACKY JONES

Cleveland, GA



2840 Hwy 129 South (706) 865-3168 DEAL#: 0089574  
 Cleveland, GA 30528 FAX (706) 865-2217 CUST#: 244989

Salesman: \_\_\_\_\_  
 Date: 09/24/2024  
 Stock No: J2366  
 Phone: (H): \_\_\_\_\_  
 Phone: (B): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tag No: \_\_\_\_\_  
 Decal No: \_\_\_\_\_

Purchaser HALL COUNTY BOARD OF COMMISSIONER  
 Address 2875 BROWNS BRIDGE RD City GAINESVILLE State GA ZIP 30504  
 Year 2023 Make DODGE Model CHARGER POLICE Color BITCH BLACK CLEAR COAT County HALL  
 Motor No 2C3CDXKG2PH683902 Key No \_\_\_\_\_ Mileage 10

MSRP	44915.00
Discount	9752.00
Selling Price	35163.00
Accessories	

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	
User Car Allowance <u>NA</u> Miles _____	Total Price <u>35163.00</u>
Year _____ Make _____ Model _____ Type _____	Trade <u>NA</u>
Color _____ ID # _____ Cyl _____	Difference <u>35163.00</u>
County _____ Tag # _____ Decal # _____	Ext. Service Plan <u>NA</u>
Balanced Owed To _____	Cust. Services Fee <u>NA</u>
Street _____	Sales Tax <u>NA</u>
City _____ State _____ ZIP _____	Title-Tag Fees <u>3.00</u>
Phone _____ Acct # _____	Sub Total <u>35166.00</u>
Payoff By _____ Good Till _____	Payoff <u>NA</u>
User Car Allowance _____ Miles _____	TOTAL DUE <u>35166.00</u>
Year _____ Make _____ Model _____ Type _____	Rebate <u>NA</u>
Color _____ ID # _____ Cyl _____	Deposit <u>NA</u>
County _____ Tag # _____ Decal # _____	COD <u>35166.00</u>
Balanced Owed To _____	<b>TOAL OF DOWN PAYMENT</b> <u>35166.00</u>
Street _____	<b>BALANCE TO BE FINANCED</b> <u>NA</u>
City _____ State _____ ZIP _____	<b>TOTAL SETTLEMENT</b>
Phone _____ Acct # _____	<b>ALL CARS SOLD "AS IS" UNLESS OTHERWISE SPECIFIED</b>
Payoff By _____ Good Till _____	<b>ALL DELIVERIES SUBJECT TO FINANCE APPROVAL</b>

**Insurance Information**

Ins. Co. \_\_\_\_\_ Policy # \_\_\_\_\_

Effective Dates: From \_\_\_\_\_ To \_\_\_\_\_

Agent Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone \_\_\_\_\_

**TOAL OF DOWN PAYMENT** 35166.00  
**BALANCE TO BE FINANCED** NA  
**TOTAL SETTLEMENT**  
**ALL CARS SOLD "AS IS" UNLESS OTHERWISE SPECIFIED**  
**ALL DELIVERIES SUBJECT TO FINANCE APPROVAL**

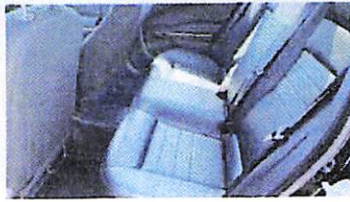
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Lien Holder \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Lien Holder Code # \_\_\_\_\_

BUYER SIGNATURE \_\_\_\_\_  
 By:  \_\_\_\_\_  
 Title: \_\_\_\_\_



Sign up



- 1. Overview
- 2. Pricing
- 3. Appointment
- 4. Summary

New 2023 Dodge Charger Police RWD

**\$52,135**

MSRP w/o taxes & fees

*QUOTE #2*

[Price Details](#)


[Customize Payment](#)

Overview


Exterior: Pitch Black Clearcoat

 Interior: Black


 Fuel Type: Gas

 16 city / 25 highway

 Automatic Transmission

 RWD


[See Actual Pricing](#)

 Listed 285 days ago

 VIN: 2C3CDXAT7PH651008

 Stock Number: B331005

[View more details](#)

 Need a better fit? Check out our recommended vehicles. [Browse](#)





### Pricing

Sign in or register to continue

### Get access to more features

 Unlock dealer pricing

 Customize your payments

 Calculate taxes and fees

 Start the buying process online

**\$52,135**

MSRP w/o taxes & fees

[See Actual Pricing](#)



#### Get a free insurance quote

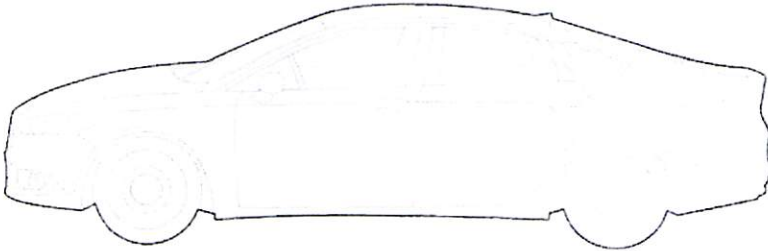
Get free insurance quotes from select providers

[Get quote](#) >

### Recommended For You



Sign up



- 1. Overview
- 2. Pricing
- 3. Appointment
- 4. Summary

New 2023 Dodge Charger Police RWD

**\$45,465**

MSRP w/o taxes & fees

*QUOTE #3*

[Price Details](#)

[Customize Payment](#)

### Overview

Exterior: Granite Pearlcoat

Interior: Black

Fuel Type: Gas

16 city / 25 highway

Automatic Transmission

RWD

5.7L V-8 Gas V

Thomson, GA

Listed 425 days ago

VIN: 2C3CDXAT8PH588582

Stock Number: 23416

See Actual Pricing

Need a better fit? Check out our recommended vehicles. [Browse](#)

### Pricing

Sign in or register to continue

### Get access to more features

- Unlock dealer pricing
- Customize your payments
- Calculate taxes and fees
- Start the buying process online

**\$45,465**

MSRP w/o taxes & fees

[See Actual Pricing](#)



#### Get a free insurance quote

Get free insurance quotes from select providers

[Get quote](#) >

### Recommended For You



New 2024 Kia  
Forte GT-Line IVT  
**\$25,435 Total MSRP**

Gainesville, GA



New 2024 Kia  
Forte GT-Line IVT  
**\$25,140 Total MSRP**

Gainesville, GA



New 2024 Kia  
Forte GT-Line IVT  
**\$24,990 Total MSRP**

Gainesville, GA



New 2024 Kia  
Soul GT-Line IVT  
**\$27,615 Total MSRP**

Gainesville, GA

### Seller Notes

Black Cloth, 18" x 7.5" Steel Wheels, 4-Wheel Disc Brakes, 6 Speakers, ABS brakes, Air Conditioning, AM/FM radio, Anti-whiplash front head restraints, Apple CarPlay/Android Auto, Auto-leveling suspension, Black Left Spot Lamp, Brake as ...See More Seller Notes

MSRP

The Manufacturer's Suggested Retail Price ("MSRP"), sometimes known as the sticker price, is the retail price suggested by the manufacturer. Because the MSRP is a suggestion from the manufacturer, a dealer can choose to sell a vehicle above or below the MSRP. Many vehicles are sold above or below MSRP. The MSRP of a vehicle does not include all fees and charges that you may have to pay to buy, lease or register the vehicle. For example, the MSRP does not include taxes, tag, title, license, or registration fees, any transportation, or delivery fees, or any documentation or similar administrative fees charged by the dealer. The MSRP also does not include the cost of any dealer-installed accessories, extended warranty, insurance, protection products, or financing charges.

#### MPG

Based on current year EPA mileage ratings. Use for comparison purposes only. Your actual mileage will vary, depending on how you drive and maintain your vehicle, driving conditions, battery pack age/condition (hybrid models only) and other factors.

#### Dealer Discount

Dealer Discount represents the amount you will save off the MSRP for the vehicle with the specific VIN listed offered by Thomson Chrysler Dodge Jeep Ram Fiat. MSRP is determined by the manufacturer and may not reflect the price at which vehicles are generally sold in the dealer's trade area.

[New Cars Search](#) > [Gainesville, GA](#) > [Dodge](#) > [Charger](#) > [2023](#) > VIN: 2C3CDXAT8PH588582

For questions about the TrueCar Auto Buying Service please call [1-888-878-3227](tel:1-888-878-3227).

Certified Dealers are contractually obligated by TrueCar to meet certain customer service requirements and complete the TrueCar Dealer Certification Program.

TrueCar does not broker, sell, or lease motor vehicles. Unless otherwise noted, all vehicles shown on this website are offered for sale by licensed motor vehicle dealers. All vehicles are subject to prior sale. By accessing this website, you agree to the TrueCar Terms of Service and Privacy Policy.

[Terms of Service](#) | [Privacy Policy](#) | [California Privacy](#) | [Do Not Sell Or Share My Personal Information](#)

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## AGENDA ITEM

### Consent Agenda

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**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 553/2024

**SUBJECT:** Approve the ratification of the application and award for the 2025 Georgia Highway Enforcement of Aggressive Traffic (HEAT) Grant for the Sheriff's Office to provide 100% funding for enforcement hours, operating and travel expenses in the amount of \$151,680.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.

---

#### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

#### Executive Summary:

**Presenter:** JC

**Recommendation:**  
Approval.

#### Purpose of Request:

Approve the ratification of the application and award for the 2025 Georgia Highway Enforcement of Aggressive Traffic (HEAT) Grant for the Sheriff's Office to provide 100% funding for enforcement hours, operating and travel expenses in the amount of \$151,680.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.

#### History:

The Hall County Sheriff's Office has received this grant since 2016.

#### Facts and Issues:

#### Options:

Aggressive traffic (speeding and impaired driving) is one of the leading causes of crashes that result in serious injuries and fatalities on the roadways of Georgia. HEAT is designed to educate the public and enforce laws related to impaired and aggressive driving. Each officer is armed with materials to educate residents about state laws that regulate aggressive and impaired driving. Hall County uses the funding to pay for enforcement hours, equipment maintenance, operating and travel expenses for the three (3) officers.

**Funding Requested** \$ 151,680.00  
**Are funds within current budget?** Yes  
**Source of Funds** Multiple Grant Fund  
**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** No  
**Has it been reviewed by the County Attorney?** Yes  
**Is there a deadline for this item?** 2024-10-24

**Approvals:**

<b>Grants</b>	<b>Submit</b>	<b>Approve</b>	<b>Grants</b>
PS	SC	SC	SG
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
JM	TS	WLI	CR
<b>Clerk</b>			
JR			

**Attachments:**

Financial Supplement  
 FY25 Hall County HEAT Award



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

**AGENDA ITEM 553/2024**

**Funds Requested:** \$ 151,680.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Multiple Grant Fund

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2025	250-MULTIPLE GRANT FUND	3323- SHERIFF&PATROL	331150- FEDERAL&OPERATING INDIRECT	\$-151,680.00
2025	250-MULTIPLE GRANT FUND	3323- SHERIFF&PATROL	511100-SALARIES	\$151,680.00

**Budget Transfer Items:**

**Additional Information/Comments:**

This grant is reimbursable for the performance period of October 1, 2024 to September 30, 2025. No matching funds are required for this funding cycle.

**Contact for Questions:** JC

**Phone:** 770-533-7735



## Governor's Office of Highway Safety

James H "Sloppy" Floyd Veterans Memorial Bldg.  
2 Martin Luther King Jr. Drive SE. • Suite 370, East Tower • Atlanta, GA 30334  
Telephone: 404.656.6996 or 888.420.0767 • Facsimile: 404.651.9107  
www.gahighwaysafety.org

**Brian P. Kemp**  
GOVERNOR

**Allen Poole**  
DIRECTOR

**October 1, 2024**

Gerald Couch  
Hall County Sheriff's Office  
2859 Browns Bridge Rd.  
Gainesville, Georgia 30504

**Re: Application #: GA-2025-Hall County Sheriff's Office-00019**  
**Grant #: GA-2025-HallSO-019**  
**Project Title: Hall County Sheriff's Office HEAT**

Dear Gerald Couch:

Congratulations! It is my pleasure to inform you that your application in the amount of **\$151,680.00** federal funds has been approved. The effective date of the grant is October 1, 2024, through September 30, 2025. Allowed costs incurred within this period are reimbursable at a rate of 100% of the approved federal funds allocated above.

*The Grant Terms and Conditions\** have been updated and can be found within your grant application in the GOHS Grant Management System (GMS) or on the GOHS website. *Special Conditions\**, **HEAT**, associated with your grant can also be found on the GOHS website and both contain important information from GOHS. These documents clearly identify the guidelines and requirements governing your grant. Please note under Grant Terms and Conditions **all grant awards are contingent upon the availability of federal funds** and must be identified separately in your agency's account system.

GOHS and the National Highway Traffic Safety Administration (NHTSA) must provide written approval prior to the purchase of any equipment item costing \$10,000.00 or more. If applicable and approval is granted, you will receive notification of the equipment approval from GOHS. Please ensure your agency follows its local procurement policy as well as the Buy America Act requirements. If local policies are not available, your agency must use the State of Georgia procurement procedures. By policy, GOHS is required to maintain inventory of any item that costs \$10,000 or more. For purposes of this policy, "equipment items \$10,000 or more" include any item that has the capability of storing data, such as desktop computers, laptops, and I-pads. The \$10,000 threshold also includes items that may physically cost less than \$10,000 but with taxes and shipping costs added will equal over \$10,000.

If your project allows for **Safety Items for Public Distribution**, such as bike helmets, reflector belts, or similar items whose sole purpose is to improve highway safety, you will be required to read, sign, and submit the document titled *Acknowledgement form for Non-Motorized Projects\** to your grant manager at GOHS prior to distributing those items. This document should be signed by the project director and will be included in the grant file. If the Acknowledgement for Safety Items for Public Distribution document is not received prior to distribution, GOHS reserves the right to deny reimbursement.

GOHS is required to complete *Risk Assessments\** on each grantee prior to the award and notify the grantee of the outcome. The Risk Assessment is based upon prior grants, audit reports, and/or interaction during the application process. Your agency's Risk Assessment score for the FFY 2025 grant year is **Low**.



An Equal Opportunity Employer

If your jurisdiction/agency (combined) receives federal funds of \$750,000.00 or more in a year, an audit is required in accordance with 2 CFR Part 200, Subpart F. A copy of the audit report must be submitted to the Governor's Office of Highway Safety (GOHS) prior to September 30, 2025.

Agencies awarded federal funds through GOHS are required to receive their reimbursement payments electronically. If your agency received funds in FFY 2024, please review the information previously submitted to GOHS. If no changes are needed, GOHS will continue to use this information to reimburse electronically unless we receive new information. If changes are needed or you are a new grantee, you will need to complete the "*Supplier Change Request*" form\*. Grantees need to include a copy of a Voided Check or a MICR letter for their Bank, stating their electronic account number and routing number. Signatures on the Supplier Change forms must be WET – no computer-generated signatures (Adobe). New grantees will also need to complete the *W-9 Tax form*\*. All financial forms should be emailed to Paula Wilbanks, GOHS Grants Specialist at, [gohs-finance@gohs.ga.gov](mailto:gohs-finance@gohs.ga.gov) no later than **October 15, 2024**, to prevent any delay in reimbursement.

Award packet documents discussed above and identified in *red and an asterisk (\*)*, are all located on the GOHS website at <http://www.gahighwaysafety.org/current-grantees/>.

**SAM Unique Entity Identifier: USZBJ4CMC7B6**

**Assistance Listing Number: 20.600**

**Assistance Listing Title: State and Community Highway Safety**

**FAIN: 69A37522300004020GA0**

**Subaward Period of Performance State and End Date: October 1, 2024 – September 30, 2025**

**Subaward Budget Period State and End Date: October 1, 2024 – September 30, 2025**

Should you have questions regarding the content of this letter, please contact your assigned grant manager, **Powell Harrelson**, at (404) 656-6996. GOHS looks forward to your partnership in helping to make Georgia's roadways safer.

Sincerely,



Allen Poole  
Director

AP/sw

cc: Jeremy Cooksey, Project Director  
Scott Collison, Financial Officer  
Powell Harrelson, Planner/Grant Manager



An Equal Opportunity Employer



## AGENDA ITEM

### Consent Agenda

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**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 561/2024

**SUBJECT:** Approve the 2022 personal property refund in the amount of \$1,892.62 for overpayment of Hall County taxes regarding account #337470 in the name of Elizabeth B. Thompson.

---

#### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

#### Executive Summary:

**Presenter:** SW

**Recommendation:**  
Approve

#### Purpose of Request:

Approve the 2022 personal property refund in the amount of \$1,892.62 for overpayment of Hall County taxes regarding account #337470 in the name of Elizabeth B. Thompson.

#### History:

Thompson – Account # P337470

Mr. and Mrs. Thompson have a boat that in 2022 was charged and paid for twice on separate accounts.

#### Facts and Issues:

#### Options:

Refund in the amount of \$1,892.62 for boat owned by Ryan and Elizabeth Thompson. Reporting of boat was duplicated. Unknowingly, Mr. Thompson reported the boat separately from Ms. Thompson, both parties were noticed and paid bills separately.

Duplication was discovered by Mr. & Mrs. Thompson after property tax bills were paid.

The DNR boat registration showed the vessel to be registered to an Elizabeth Thompson.

The boat account was added in Mrs. Thompson's name based on the DNR registration.

Ms. Thompson did not return the personal property reporting form, therefore a value was determined, a notice was mailed and no appeal was filed by Ms. Thompson. Therefore, the valuation was used for billing and bill was paid.

Not knowing that the boat had been assessed under his wife's name, Mr. Thompson also filed a return voluntarily under his name for the same vessel. Mr. Thompson did not list a DNR registration number on his return.

This boat was then added under Mr. Thompson's account, based on his return

A notice of assessment was mailed, and as in Ms. Thompson's case no appeal was made therefore causing this account to also be billed. The bill for this account was also paid.

Both accounts had the bills paid in full for 2022.

The Thompson's discovered the duplication after the bills were paid.

<b>Funding Requested</b>	\$ 1,892.62
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	General Fund
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	No
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	2024-10-24

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
RW	RW	JM	TS
<b>Attorney</b>	<b>Administration</b>		<b>Clerk</b>
WLI	CR		JR

**Attachments:**

Financial Supplement  
Supporting Documentation



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

**AGENDA ITEM 561/2024**

**Funds Requested:** \$ 1,892.62

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

General Fund

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2025	100-GENERAL FUND	0000 - NOT APPLICABLE	311100-REAL PROPERTYâ€CURRENT	\$1,892.62

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:**

**Phone:**



Thompson – P337470

2021 Mastercraft X24

- Mr. and Mrs. Thompson have a boat that in 2022 was charged and paid for twice on separate accounts. DNR showed the 2021 Mastercraft registered to Elizabeth Thompson for 2022. We created the account under her name, no return was filed by the Thompsons under that account number, NOA was mailed, and no appeal was made by the Thompsons. Mr. Thompson filed a return under his name showing the 2021 Mastercraft under his name but did not list a DNR registration number. The boat was added under Mr. Thompson's account, P320639, based on the best information given at the time, NOA was mailed, and again no appeal was made by the Thompsons.
- Both accounts had the bills paid for in full for 2022.
- Mrs. Thompson's account was listed as county district. The estimated refund request is for county only.

Account	337470			Estimated County
Year	Original Value	Corrected Value	Difference	Refund
2022	\$ 165,500	\$0	\$ 165,500	\$ 1,892.62

*\*\*This was prepared as an estimate refund by the Tax Commissioners Office.*

**Archived:** Friday, July 26, 2024 9:34:06 AM

**From:** [Robert Mason \(Tax Assessors\)](#)

**Sent:** Thu, 9 May 2024 15:56:02

**To:** [Ryan Thompson](#)

**Cc:** [Rebecca Rainey \(Tax Assessors\)](#)

**Subject:** RE: P320639 - Hall County TAO

**Importance:** Normal

**Sensitivity:** None

---

Thank you sir. Ms. Thompson's acct# is P337470, and I am copying Ms. Rebecca Rainey, Personal Property Manager with Hall County, who will be processing your refund. Please let me know if you have any questions.

Respectfully,

**Robert Mason**

Hall County Board of Assessors

Personal Property Appraiser II

Direct: 770-531-6753

Office: 770-531-6749

Email: [rmason@hallcounty.org](mailto:rmason@hallcounty.org)

Georgia DNR 1-800-366-2661



---

**From:** Ryan Thompson <[Ryan@protouchlandscapes.com](mailto:Ryan@protouchlandscapes.com)>

**Sent:** Thursday, May 9, 2024 11:43 AM

**To:** Robert Mason (Tax Assessors) <[rmason@hallcounty.org](mailto:rmason@hallcounty.org)>

**Subject:** RE: P320639 - Hall County TAO

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

WARNING: This communication has been detected as containing an attachment - Proceed with caution

Mason

Nice speaking with you earlier and I appreciate you helping me get this fixed.

We accidentally paid 2022 tax bill on a boat that was also taxed under a different name. I am attaching a copy of the paid bill with the city of Gainesville and would like to request a refund for the 2022 Hall county bill #119743 on Account #419144 listed in my wife's name of Elizabeth B Thompson.

Please also accept the following address change for us both

Ryan L Thompson and Elizabeth B Thompson

258 Thompson Place

Gainesville, GA 30506

Thank you and please feel free to contact me if you have any questions regarding this.

Ryan Thompson 770.561.8966

---

**From:** Robert Mason (Tax Assessors) <[rmason@hallcounty.org](mailto:rmason@hallcounty.org)>

**Sent:** Thursday, May 9, 2024 11:21 AM

**To:** Ryan Thompson <[Ryan@protouchlandscapes.com](mailto:Ryan@protouchlandscapes.com)>

**Subject:** P320639 - Hall County TAO

Good morning Mr. Thompson, I just spoke with you over the phone. With the email you're sending me, please request an address update also, apologies for forgetting to mention that.

Respectfully,

**Robert Mason**

Hall County Board of Assessors

Personal Property Appraiser II

Direct: 770-531-6753

Office: 770-531-6749

Email: [rmason@hallcounty.org](mailto:rmason@hallcounty.org)

Georgia DNR 1-800-366-2661



# 2022 Property Tax Statement

**Darla Eden CPA TAX COMMISSIONER**  
**Richard Steele CHIEF DEPUTY TAX COMMISSIONER**

www.hallcountytax.org  
propertytax@hallcounty.org  
Phone: 770.531.6950  
Text: 833.602.8497  
PO Box 1579 • Gainesville GA 30503

MAP CODE	DISTRICT	ACRES	EXEMPTIONS	BILL #	
P320639	4 GAINESVILLE	0		2022-119765	
<b>PROPERTY DESCRIPTION:</b>		4 Watercraft			
<b>LOCATION</b>		BUILDING VALUE +	LAND VALUE =	FAIR MARKET VALUE x 40% =	ASSESSED VALUE
0		0	0	185,244	74,098

TAXING ENTITY	ASSESSED - VALUE	LESS = EXEMPTIONS	TAXABLE x VALUE	MILLAGE = RATE	GROSS - TAX	CREDITS =	NET TAX
STATE	74098	0	74098	0	0.00	0.00	0.00
GROSS COUNTY M&O	74098	0	74098	7.072	524.02	0.00	306.84
SALES TAX CREDIT	0	0	74098	-2.931	0.00	-217.18	0.00
EMERGENCY SERVICES	74098	0	74098	0.571	42.31	0.00	42.31
<b>TOTAL</b>				<b>4.7120</b>	<b>\$566.33</b>	<b>-\$217.18</b>	<b>\$349.15</b>

**PAYMENT OPTIONS**

**Online:** www.hallcountytax.org  
(American Express, Discover, MasterCard, Visa, PayPal, E-Check)  
**By Mail:** Check, American Express, Discover, MasterCard, Visa accepted.  
**In Person:** (Appointments preferred, limited walk-in availability):  
Hall County Government Center | 2875 Browns Bridge Rd | Gainesville GA 30504 M-F 8am-5pm  
**Drive-Up Drop Box:** (Available 24/7) Located across from front doors at the Hall County Government Center under the breezeway.



2022 Current Due	\$349.15
Penalty	\$0.00
Interest	\$1.82
Other Fees	\$0.00
Previous Payments	\$350.97
Delinquent Tax as of Billing Date	\$0.00
<b>TOTAL DUE</b>	<b>\$0.00</b>

## 2022 Property Tax Statement

**Darla Eden CPA TAX COMMISSIONER**  
**Richard Steele CHIEF DEPUTY TAX COMMISSIONER**  
**PO Box 1579 • Gainesville GA 30503**

THOMPSON RYAN  
419 DIXON DR  
GAINESVILLE, GA 30501

BILL #	DUE DATE	TOTAL DUE	LOCATION
2022-119765	11/15/2022	\$0.00	0
MAP CODE	DESCRIPTION		
P320639	4 Watercraft		

Make check payable to **Hall County Tax Commissioner** and include bill number on check. Payments by American Express, Discover, MasterCard, Visa accepted. Please fill out information below and return by mail, place in drop box or email:

AMOUNT \$ \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_  
 CARD # \_\_\_\_\_  
 CARD BILLING ZIP CODE \_\_\_\_\_  
 CARDHOLDER PRINTED NAME \_\_\_\_\_  
 CARDHOLDER SIGNATURE \_\_\_\_\_  
 PHONE NUMBER \_\_\_\_\_

Credit card fee: 2.49% Debit card fee: 1.5%  
 Check here if making address change (see back)



**Darla EDEN, CPA | TAX COMMISSIONER**  
**PO Box 1579 | Gainesville GA 30503**  
<http://tax.hallcounty.org> • [propertytax@hallcounty.org](mailto:propertytax@hallcounty.org)  
Phone: (770) 531-6950 • Fax: (770) 531-7111

**--Online Receipt--**

Trans No	Property ID / District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2022 - 119765	P320639 / 4 4 Watercraft FMV: 185244	\$349.15	\$1.82  Fees: \$0.00 \$0.00	\$0.00	\$350.97	\$0.00
<b>Totals:</b>		<b>\$349.15</b>	<b>\$1.82</b>	<b>\$0.00</b>	<b>\$350.97</b>	<b>\$0.00</b>

**Paid Date:** 1/3/2023

**Charge Amount:** \$350.97

THOMPSON RYAN  
419 DIXON DR  
GAINESVILLE, GA 30501



Scan this code with your mobile phone to view this bill

# 2022 Property Tax Statement

**Darla Eden CPA TAX COMMISSIONER**  
**Richard Steele CHIEF DEPUTY TAX COMMISSIONER**

www.hallcountytax.org  
propertytax@hallcounty.org  
Phone: 770.531.6950  
Text: 833.602.8497  
PO Box 1579 • Gainesville GA 30503

MAP CODE	DISTRICT	ACRES	EXEMPTIONS	BILL #
P337470	1 UNINCORPORATED	0		2022-119743
<b>PROPERTY DESCRIPTION:</b>		2021 MASTERCRAFT		
<b>LOCATION</b>		BUILDING VALUE +	LAND VALUE =	FAIR MARKET VALUE x 40% =
0		0	0	165,500
				ASSESSED VALUE
				66,200

TAXING ENTITY	ASSESSED - VALUE	LESS = EXEMPTIONS	TAXABLE x VALUE	MILLAGE = RATE	GROSS - TAX	CREDITS =	NET TAX
STATE	66200	0	66200	0	0.00	0.00	0.00
GROSS COUNTY M&O	66200	0	66200	7.072	468.17	0.00	274.14
SALES TAX CREDIT	0	0	66200	-2.931	0.00	-194.03	0.00
SCHOOL M&O	66200	0	66200	15.99	1,058.54	0.00	1,058.54
SCHOOL BOND	66200	0	66200	1	66.20	0.00	66.20
GROSS UNINC FIRE	66200	0	66200	4.109	272.02	0.00	175.43
INSURANCE PREMIUM CREDIT	0	0	66200	-1.459	0.00	-96.59	0.00
EMERGENCY SERVICES	66200	0	66200	0.571	37.80	0.00	37.80
DEVELOPMENT SERVICES	66200	0	66200	1.005	66.53	0.00	66.53
PARKS & LEISURE SERVICES	66200	0	66200	0.364	24.10	0.00	24.10
SOLID WASTE FEE	0	0	0	0	0.00	0.00	0.00
LATE OR NON FILING PENALTY	0	0	0	0	170.27	0.00	170.27
<b>TOTAL</b>				<b>25.7210</b>	<b>\$2,163.63</b>	<b>-\$290.62</b>	<b>\$1,873.01</b>

**PAYMENT OPTIONS**

**Online:** www.hallcountytax.org  
(American Express, Discover, MasterCard, Visa, PayPal, E-Check)  
**By Mail:** Check, American Express, Discover, MasterCard, Visa accepted.  
**In Person:** (Appointments preferred, limited walk-in availability):  
Hall County Government Center | 2875 Browns Bridge Rd | Gainesville GA 30504 M-F 8am-5pm  
**Drive-Up Drop Box:** (Available 24/7) Located across from front doors at the Hall County Government Center under the breezeway.



2022 Current Due	\$1,873.01
Penalty	\$0.00
Interest	\$19.61
Other Fees	\$0.00
Previous Payments	\$1,892.62
Delinquent Tax as of Billing Date	\$0.00
<b>TOTAL DUE</b>	<b>\$0.00</b>

## 2022 Property Tax Statement

**Darla Eden CPA TAX COMMISSIONER**  
**Richard Steele CHIEF DEPUTY TAX COMMISSIONER**  
**PO Box 1579 • Gainesville GA 30503**

THOMPSON ELIZABETH B  
419 DIXON DR  
GAINESVILLE, GA 305012905

BILL #	DUE DATE	TOTAL DUE	LOCATION
2022-119743	11/15/2022	\$0.00	0
MAP CODE	DESCRIPTION		
P337470	2021 MASTERCRAFT		

Make check payable to **Hall County Tax Commissioner** and include bill number on check. Payments by American Express, Discover, MasterCard, Visa accepted. Please fill out information below and return by mail, place in drop box or email:

AMOUNT \$ \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_  
CARD # \_\_\_\_\_  
CARD BILLING ZIP CODE \_\_\_\_\_  
CARDHOLDER PRINTED NAME \_\_\_\_\_  
CARDHOLDER SIGNATURE \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_

Credit card fee: 2.49% Debit card fee: 1.5%  
 Check here if making address change (see back)

Printed: 7/17/2024 2:38:28 PM



**Darla EDEN, CPA | TAX COMMISSIONER**  
**PO Box 1579 | Gainesville GA 30503**  
<http://tax.hallcounty.org> • [propertytax@hallcounty.org](mailto:propertytax@hallcounty.org)  
Phone: (770) 531-6950 • Fax: (770) 531-7111

**--Online Receipt--**

Trans No	Property ID / District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2022 - 119743	P337470 / 1 2021 MASTERCRAFT FMV: 165500	\$1873.01	\$19.61 Fees: \$0.00 \$0.00	\$0.00	\$1892.62	\$0.00
<b>Totals:</b>		<b>\$1873.01</b>	<b>\$19.61</b>	<b>\$0.00</b>	<b>\$1892.62</b>	<b>\$0.00</b>

**Paid Date:** 2/6/2023

**Charge Amount:** \$1892.62

THOMPSON ELIZABETH B  
419 DIXON DR  
GAINESVILLE, GA 305012905



Scan this code with your mobile phone to view this bill





## AGENDA ITEM

### Consent Agenda

---

**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 562/2024

**SUBJECT:** Approve the 2023 personal property refund in the amount of \$2,000.32 for overpayment of Hall County taxes regarding account #341353 in the name of John T. Crane.

---

#### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

#### Executive Summary:

**Presenter:** SW

**Recommendation:**  
Approve

**Purpose of Request:**  
Approve the 2023 personal property refund in the amount of \$2,000.32 for overpayment of Hall County taxes regarding account #341353 in the name of John T. Crane.

**History:**

**Facts and Issues:**

**Options:**

Mr. Crane's vessel was picked up for 2023 based on the DNR report showing it registered as being stored in Hall County.

Mr. Crane had his vessel registered with the DNR in Hall County for 2023 and part of 2024 in error. The boat is located in Forsyth County.

Mr. Crane did not return the 2023 reporting form and did not appeal the 2023 assessment notice.

Mr. Crane's vessel was discovered on the DNR listing, assessed, and billed.

Mr. Crane paid both Hall County and Forsyth County for the same boat.

The boat is stored in Forsyth County full time.

See attached refund estimate and supporting documents that indicate the vessel is in Forsyth County.

<b>Funding Requested</b>	\$ 2,000.32
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	General Fund
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	No
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	2024-10-24

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
RW	RW	JM	TS
<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>	
WLI	CR	JR	

**Attachments:**

Financial Supplement  
Supporting Documentation



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

**AGENDA ITEM 562/2024**

**Funds Requested:** \$ 2,000.32

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

General Fund

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2025	100-GENERAL FUND	0000 - NOT APPLICABLE	311100-REAL PROPERTYâ€CURRENT	\$2,000.32

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:**

**Phone:**

Crane – P341353

2022 Tige RZX24

- Mr. Crane's vessel was picked up by us for 2023 based on the DNR report showing it was registered as being stored in Hall County. Mr. Crane had his vessel registered with the DNR for 2023 and part of 2024 in error in Hall County. His boat is located in Forsyth County. Mr. Crane did not make a 2023 return and did not appeal the NOA for 2023.
- Based on the best information available to us his vessel was picked up, assessed, and billed.
- Mr. Crane paid both Hall County and Forsyth County for the same boat. The boat is stored in Forsyth County full time and he is requesting a refund from us based on this.
- Attached are the refund estimate and supporting documents that show the vessel is in Forsyth County.

Account	341353			Estimated County Refund
Year	Original Value	Corrected Value	Difference	
2023	\$ 181,110	\$0	\$ 181,110	\$ 2,000.32 **
			Base Amt	\$ 1,965.92
			Interest	\$ 34.40

*\*\*This was prepared as an estimate refund by the Tax Commissioners Office.*

# 2023 Property Tax Statement

**Darla Eden CPA TAX COMMISSIONER**  
**Richard Steele CHIEF DEPUTY TAX COMMISSIONER**

www.hallcountytax.org  
propertytax@hallcounty.org  
Phone: 770.531.6950  
Text: 833.602.8497  
PO Box 1579 • Gainesville GA 30503

MAP CODE	DISTRICT	ACRES	EXEMPTIONS	BILL #	
P341353	1 UNINCORPORATED	0		2023-105011	
<b>PROPERTY DESCRIPTION:</b>		2022 TIGE			
<b>LOCATION</b>		BUILDING VALUE +	LAND VALUE =	FAIR MARKET VALUE x 40% =	ASSESSED VALUE
0		0	0	181,110	72,444

TAXING ENTITY	ASSESSED - VALUE	LESS = EXEMPTIONS	TAXABLE x VALUE	MILLAGE = RATE	GROSS - TAX	CREDITS =	NET TAX
STATE	72444	0	72444	0	0.00	0.00	0.00
GROSS COUNTY M&O	72444	0	72444	6.009	435.32	0.00	249.21
SALES TAX CREDIT	0	0	72444	-2.569	0.00	-186.11	0.00
SCHOOL M&O	72444	0	72444	15.64	1,133.02	0.00	1,133.02
SCHOOL BOND	72444	0	72444	1	72.44	0.00	72.44
GROSS UNINC FIRE	72444	0	72444	3.887	281.59	0.00	191.98
INSURANCE PREMIUM CREDIT	0	0	72444	-1.237	0.00	-89.61	0.00
EMERGENCY SERVICES	72444	0	72444	0.571	41.37	0.00	41.37
DEVELOPMENT SERVICES	72444	0	72444	1.005	72.81	0.00	72.81
PARKS & LEISURE SERVICES	72444	0	72444	0.364	26.37	0.00	26.37
SOLID WASTE FEE	0	0	0	0	0.00	0.00	0.00
LATE OR NON FILING PENALTY	0	0	0	0	178.72	0.00	178.72
<b>TOTAL</b>				<b>24.6700</b>	<b>\$2,241.64</b>	<b>-\$275.72</b>	<b>\$1,965.92</b>

**PAYMENT OPTIONS**

**Online:** www.hallcountytax.org  
(American Express, Discover, MasterCard, Visa, PayPal, E-Check)  
**By Mail:** Check, American Express, Discover, MasterCard, Visa accepted.  
**In Person:** (Appointments preferred, limited walk-in availability):  
Hall County Government Center | 2875 Browns Bridge Rd | Gainesville GA 30504 M-F 8am-5pm  
**Drive-Up Drop Box:** (Available 24/7) Located across from front doors at the Hall County Government Center under the breezeway.



2023 Current Due	\$1,965.92
Penalty	\$0.00
Interest	\$34.40
Other Fees	\$0.00
Previous Payments	\$2,000.32
Delinquent Tax as of Billing Date	\$0.00
<b>TOTAL DUE</b>	<b>\$0.00</b>

## 2023 Property Tax Statement

**Darla Eden CPA TAX COMMISSIONER**  
**Richard Steele CHIEF DEPUTY TAX COMMISSIONER**  
**PO Box 1579 • Gainesville GA 30503**

CRANE JOHN T  
3005 SPINDLETOP DR  
CUMMING, GA 300416323

BILL #	DUE DATE	TOTAL DUE	LOCATION
2023-105011	11/15/2023	\$0.00	0
MAP CODE	DESCRIPTION		
P341353	2022 TIGE		

Make check payable to **Hall County Tax Commissioner** and include bill number on check. Payments by American Express, Discover, MasterCard, Visa accepted. Please fill out information below and return by mail, place in drop box or email:

AMOUNT \$ \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_  
CARD # \_\_\_\_\_  
CARD BILLING ZIP CODE \_\_\_\_\_  
CARDHOLDER PRINTED NAME \_\_\_\_\_  
CARDHOLDER SIGNATURE \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_

Credit card fee: 2.49% Debit card fee: 1.5%  
 Check here if making address change (see back)



**Darla EDEN, CPA | TAX COMMISSIONER**  
**PO Box 1579 | Gainesville GA 30503**  
<http://tax.hallcounty.org> • [propertytax@hallcounty.org](mailto:propertytax@hallcounty.org)  
Phone: (770) 531-6950 • Fax: (770) 531-7111

**--Online Receipt--**

Trans No	Property ID / District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2023 - 105011	P341353 / 1 2022 TIGE FMV: 181110	\$1965.92	\$34.40  Fees: \$0.00 \$0.00	\$0.00	\$2000.32	\$0.00
<b>Totals:</b>		<b>\$1965.92</b>	<b>\$34.40</b>	<b>\$0.00</b>	<b>\$2000.32</b>	<b>\$0.00</b>

**Paid Date:** 1/5/2024

**Charge Amount:** \$2000.32

CRANE JOHN T  
3005 SPINDLETOP DR  
CUMMING, GA 300416323



Scan this code with your mobile phone to view this bill

**Archived:** Monday, August 5, 2024 8:41:38 AM

**From:** [Robert Mason \(Tax Assessors\)](#)

**Sent:** Wed, 19 Jun 2024 19:42:47

**To:** [John Crane](#)

**Cc:** [Rebecca Rainey \(Tax Assessors\)](#)

**Subject:** RE: Crane, John 2022 Tige - request for refund of hall county taxes

**Importance:** Normal

**Sensitivity:** None

**Attachments:**

[tax\\_bill-payment-29586677-29586678-payor.pdf](#) 

---

Thank you sir. I am forwarding your refund request for P341353 to Rebecca Rainey, Hall County Personal Property Supervisor, and will contact you if we need any more documentation or to give you an update. Please let me know if you have any questions, and I hope you have a great day.

Respectfully,

**Robert Mason**

Hall County Board of Assessors

Personal Property Appraiser II

Direct: 770-531-6753

Office: 770-531-6749

Email: [rmason@hallcounty.org](mailto:rmason@hallcounty.org)

Georgia DNR 1-800-366-2661



**From:** John Crane <[johntcrane@gmail.com](mailto:johntcrane@gmail.com)>

**Sent:** Wednesday, June 19, 2024 3:33 PM

**To:** Robert Mason (Tax Assessors) <[rmason@hallcounty.org](mailto:rmason@hallcounty.org)>

**Subject:** Crane, John 2022 Tige - request for refund of hall county taxes

[You don't often get email from [johntcrane@gmail.com](mailto:johntcrane@gmail.com). Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

WARNING: This communication has been detected as containing an attachment - Proceed with caution

Hi Robert. Thanks again for speaking with me this afternoon. As discussed, our 2022 has always been docked in Forsyth county at our house at 6645 George Ingram. It has been located there since we purchased it in Jan 2022.

Attached is evidence that we paid our property tax to Forsyth county for 2023.

Accordingly, I am now seeking reimbursement of the property taxes that were paid to Hall county in connection with this boat.

Please advise what else I need to submit to facilitate such refund.

Regards,

John Crane  
972-757-1486



**Property Tax Payment Receipt**

**Forsyth County, GA**

1092 Tribble Gap Rd.

Cumming, Georgia 30040

Office: 770-781-2110

**Year/Bill #:** 2023-102801

**Parcel/Map Type:** M330780-Personal

**Payment Type/Last 4 of Account:** eCheck-6800

**Payment Method:** WEB

Customer Name:	CRANE JOHN T CRANE KIMBERLY H
Payor Name:	John Crane
Billing Address:	3005 Spindletop Dr
City/State/Zip:	Cumming, GA 30041
Phone #:	972-757-1486
Email:	johntcrane@gmail.com
Payment Date:	02/27/2024 3:41:42 PM
Payment Clerk:	
<b>Confirmation #:</b>	<b>29586677</b>

**Thank you for your payment.** You will see two transactions in your checking account related to your payment:

- 1) Tax billed by Forsyth County, GA
- 2) Service Fee billed by GovernmentWindow

Tax Amount:	\$1,881.23
Service Fee Amount:	\$3.00
<b>Total Paid:</b>	<b>\$1,884.23</b>

-- CUSTOMER COPY --



Official Tax Receipt  
Forsyth County, GA  
1092 Tribble Gap Rd.  
Cumming, 30040  
--Online Receipt--

Phone: 770-781-2110

Trans No	Map Code	Property ID & District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2023-102801	M330780	22 TIGE	\$1,780.27	\$68.46 Fees: \$32.50	\$0.00	\$1,881.23	\$0.00
<b>Totals:</b>			<b>\$1,780.27</b>	<b>\$100.96</b>	<b>\$0.00</b>	<b>\$1,881.23</b>	<b>\$0.00</b>

Paid Date: 02/27/2024

Charge Amount: \$1,881.23

CRANE JOHN T CRANE KIMBERLY H  
3005 SPINDLETOP DR  
30041



Scan this code with your mobile phone to view this bill



## AGENDA ITEM

### Development Services

**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 537/2024

**SUBJECT:** Public Hearing on the Malt Beverage Package License for Fortuna Supermercado Corp. located at 5337 Thompson Bridge Road, Murrayville, GA 30564. Ownership is Fortuna Supermercado Corp. Managing Agent is Juan David Betancur and Registered Agent is Sharon Walters. Commission District 2.

**Meetings:**

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

**Executive Summary:**

**Presenter:** RD

**Recommendation:**  
Approve.

**Purpose of Request:**  
Public Hearing on the Malt Beverage Package License for Fortuna Supermercado Corp. located at 5337 Thompson Bridge Road, Murrayville, GA 30564. Ownership is Fortuna Supermercado Corp. Managing Agent is Juan David Betancur and Registered Agent is Sharon Walters. Commission District 2.

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

Submit	Approve	Attorney	Administration
--------	---------	----------	----------------

<b>Submit</b>	<b>Approve</b>	<b>Attorney</b>	<b>Administration</b>
BS	RD	WLI	CR
<b>Clerk</b>			
JR			

**Attachments:**

Memo  
Surveyor Statement  
Map



**Hall County Government**  
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
BUSINESS LICENSE DIVISION

September 24, 2024

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

Re: 5337 Thompson Bridge Road, Murrayville, GA 30564

t: 770.531.6815 | f: 770.531.4953

DEVELOPMENT SERVICES  
DIRECTOR  
**Randi Doveton**

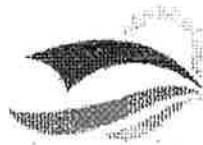
BUSINESS LICENSE DIRECTOR  
**Brandi Smith**

To Whom It May Concern:

Please find the attached map and Land Surveyor Statement regarding a new Malt Beverage Package license. The ownership of the license is Fortuna Supermercado Corp. with Mr. Juan David Betancur as the license holder and Ms. Sharon Walters as the local registered agent. The Commission district is 2. I recommend approval of the Malt Beverage Package license.

Sincerely,

Brandi Smith, Director



HALL COUNTY  
GEORGIA  
We have it all in Hall

**GEORGIA REGISTERED LAND SURVEYOR STATEMENT**

I, Gordon Persons, a Georgia Registered Land Surveyor

(# 1918) hereby certify I am familiar with the premises

Fortuna Supermercado Corp 5337 Thompson Bridge Rd Murrayville, Ga 30564  
(business name and location)

For which \_\_\_\_\_ application  
(applicant's name)

has been made for the issuance of a license to sell malt beverages and wine at retail and that the nearest point to the main structure of this business is more than 300 feet from the nearest point of the main structure of any church, or more than 600 feet from the nearest point of the main structure of any school as measured in a straight line between the two structures. (The word school shall include kindergartens, primary and secondary schools, colleges and other educational institutions whether public or private.)



This 20 day of August, 2024

Gordon Persons

Signature and seal of surveyor

Business address:

1923 Joshua Dr.

Lawrenceville Ga 30045

Sworn to and subscribed before me

This 20<sup>th</sup> day of August, 2024

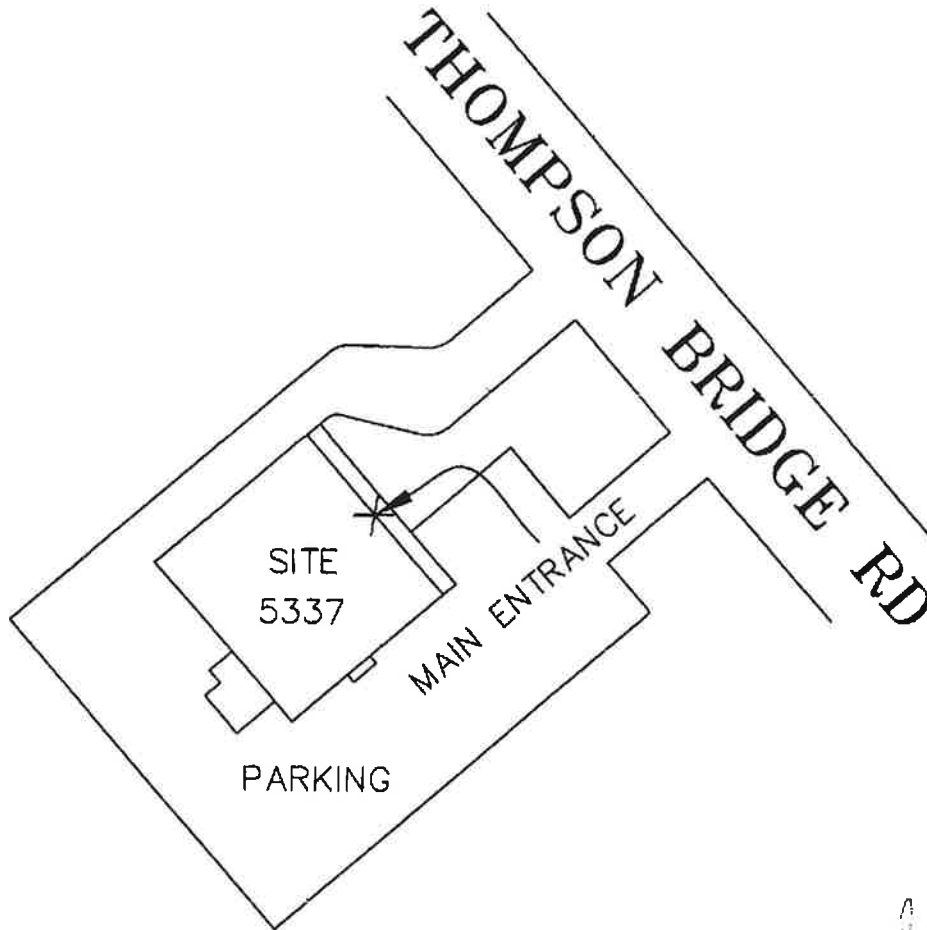
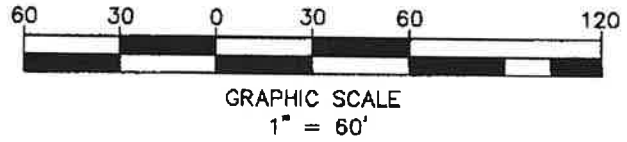
Gabrielle Sidney Ossege Ragan  
Signature, notary public

SEAL



APPLICATION FOR: HALL COUNTY

SITE ADDRESS:  
5337 THOMPSON BRIDGE RD  
MURRYVILLE, GA 30564  
ZONING: H-B  
TAX PARCEL ID: 11082 000029



- 1. CHURCH: 1,392 FEET TO MURRYVILLE BAPTIST CHURCH  
5407 HUBERT STEVENS RD MURRYVILLE, GA 30564
- 2. SCHOOL: 6,758 FEET TO LANIER ELEMENTARY SCHOOL  
4782 THOMPSON BRIDGE RD #5320 GAINESVILLE, GA 30506

DISTANCE MEASURED BY STRAIGHT LINE DISTANCE



**Advance Survey, Inc.**

634 N. CLAYTON STREET  
LAWRENCEVILLE, GA. 30046  
OFFICE: (770) 995-0938  
FAX: (770) 554-7539



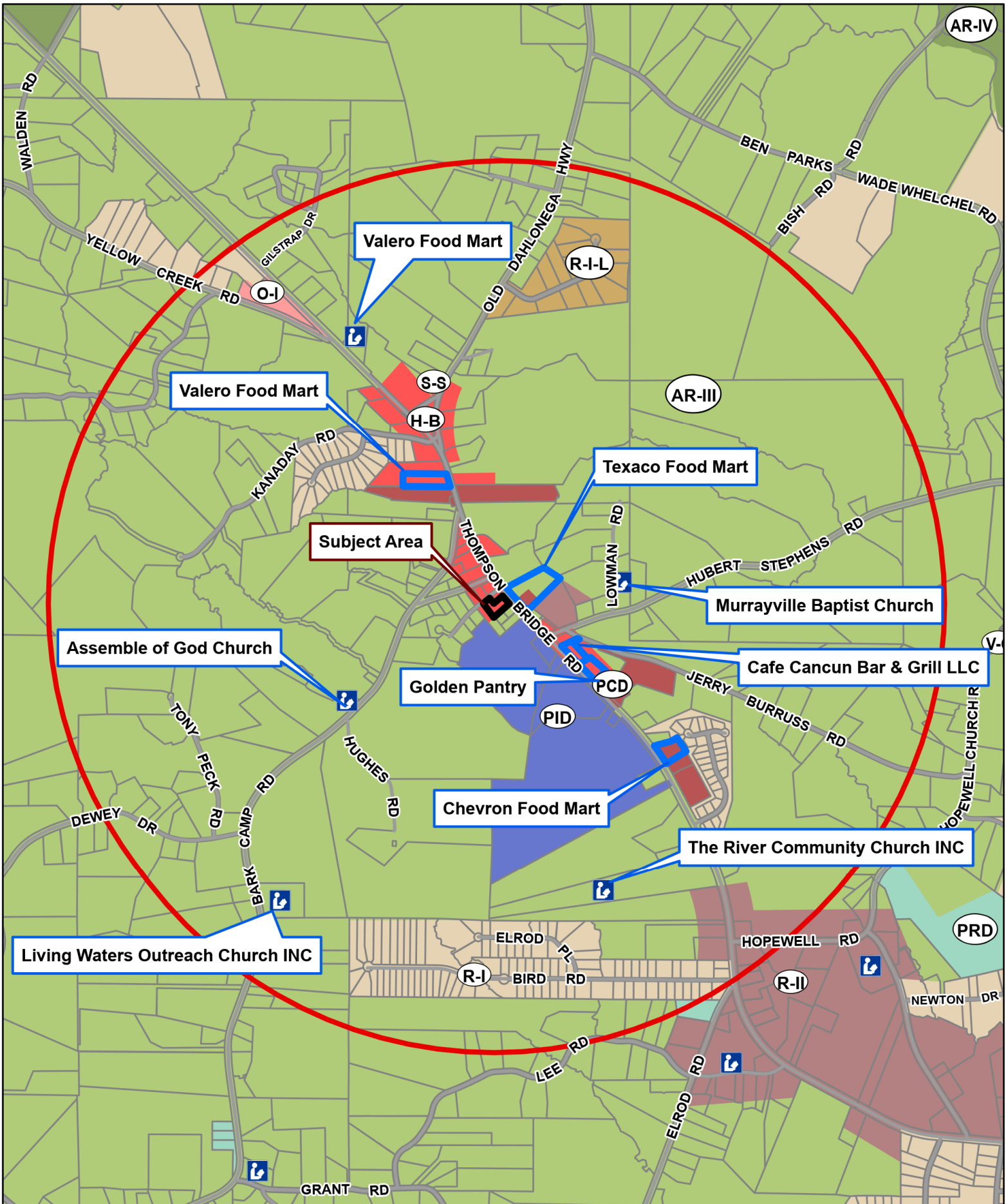
© COPYRIGHT 2024  
ADVANCE SURVEY INC.  
LSF000455  
ALL MATTERS OF TITLE EXCEPTED

ALCOHOL BEVERAGE SURVEY FOR:

**FORTUNA SUPERMERCADO CORP**

LAND LOT:	82	SCALE:	1"=60'
DISTRICT:	11TH	DATE:	8/20/2024
SECTION:	---	DRAWN BY:	LAR
COUNTY:	HALL	CHK BY:	GSO PC: GSO
STATE:	GEORGIA	JOB NO:	240231











**Subject Property: 5337 Thompson Bridge Road, Murrayville, GA 30564**



Date: 9/23/2024



-  Zoning Boundary
-  City Limits
-  Church
-  Active Alcohol Licenses
-  1 Mile Buffer
-  Subject Area





## AGENDA ITEM

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

---

**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 515/2024

**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** NOTE: Tabled at the September 10, 2024 Voting Meeting until the October 24, 2024 Voting Meeting.

---

### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

### 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:**

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

**Approvals:**

Submit	Approve	Attorney	Administration
KE	BG	WLI	CR

<b>Clerk</b>
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
- Public Comment - Opposition - Vera Shastel



# 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:** October 21, 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.

**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.

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.”
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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 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.

**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.
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.”
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 Swansea 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 Swansea 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 Swansea 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 Swansea 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 Swansea Road

between the paved section nearest to Friendship Road and the southernmost point of the development along Swansea Road.

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### **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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"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 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 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.

#### **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

**Status of Applicant**

**Requested Action**

PO BOX 1886

Owner

Existing Zoning: SFR ARIII

Buford, GA 30515

Option to Purchase

Rezone to: PRD

Phone 770.231.9013

Area Resident

Fee: \$ \_\_\_\_\_

Email Address Guy@abernathyeng.com

Other

Receipt #: \_\_\_\_\_

Tax Parcel Number 15048 000034

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.**

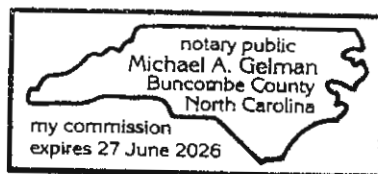
**NC, HENDERSON**  
Signature of Owner(s)  


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 5<sup>th</sup>, 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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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: 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:

(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: 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 proposes 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

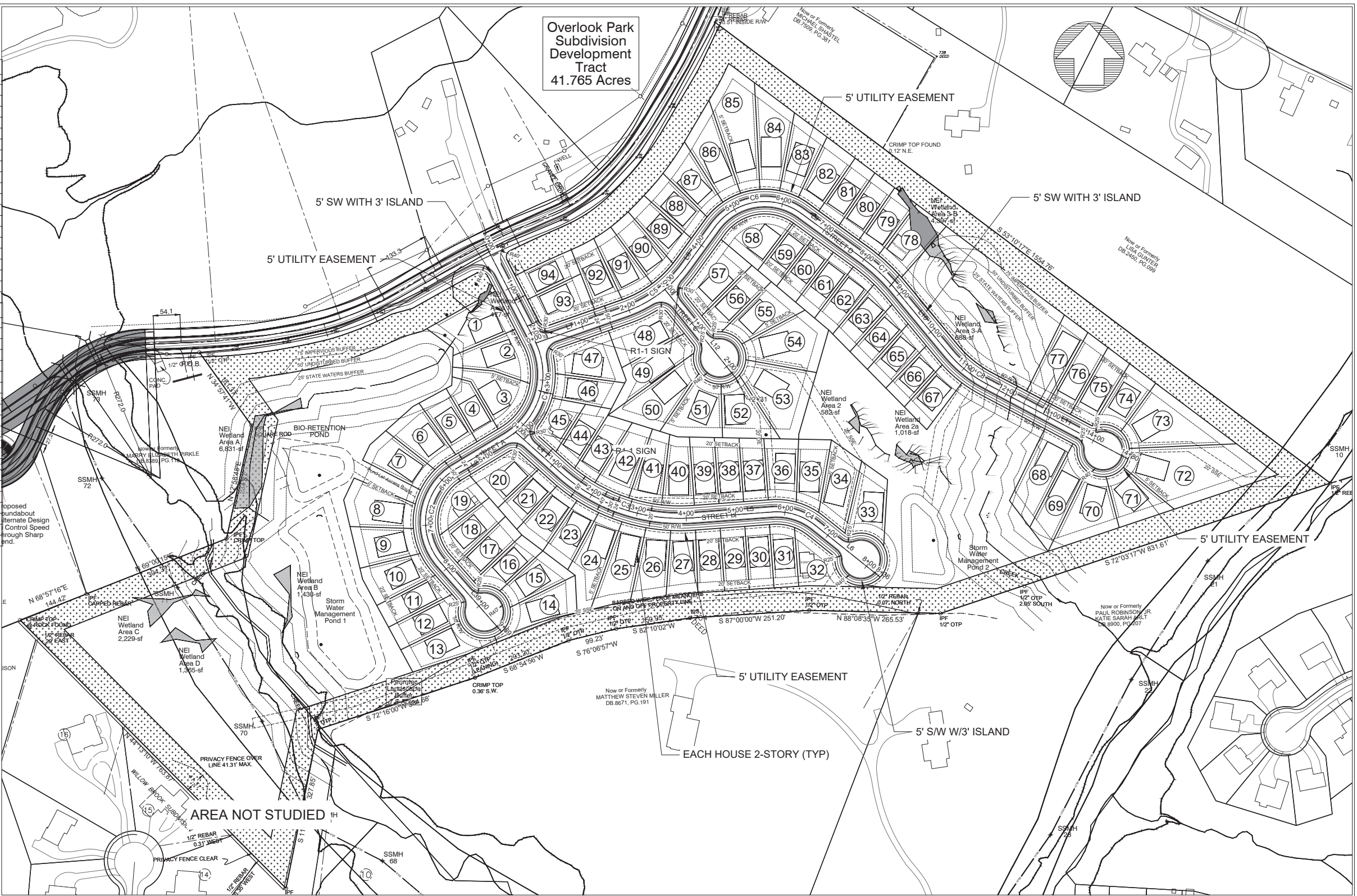
##### Condition #10:

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.

**Overlook Park  
Subdivision  
Development  
Tract  
41.765 Acres**

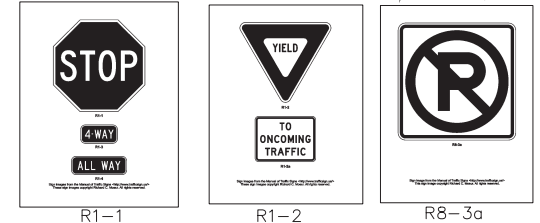
Parcel Area Table				Parcel Area Table			
Parcel #	Area	Area	Perimeter	Parcel #	Area	Area	Perimeter
1	11357.43 (S.F.)	0.26 (AC.)	463.03 (L.F.)	21	6265.91 (S.F.)	0.14 (AC.)	340.75 (L.F.)
2	9497.12 (S.F.)	0.22 (AC.)	436.99 (L.F.)	22	7230.75 (S.F.)	0.17 (AC.)	361.60 (L.F.)
3	9454.13 (S.F.)	0.22 (AC.)	446.61 (L.F.)	23	7154.97 (S.F.)	0.16 (AC.)	367.85 (L.F.)
4	6282.82 (S.F.)	0.14 (AC.)	354.42 (L.F.)	24	10608.99 (S.F.)	0.24 (AC.)	493.75 (L.F.)
5	7080.12 (S.F.)	0.16 (AC.)	384.89 (L.F.)	25	10384.98 (S.F.)	0.24 (AC.)	474.55 (L.F.)
6	6791.67 (S.F.)	0.20 (AC.)	394.39 (L.F.)	26	8599.41 (S.F.)	0.20 (AC.)	410.77 (L.F.)
7	8317.90 (S.F.)	0.19 (AC.)	386.71 (L.F.)	27	7394.89 (S.F.)	0.17 (AC.)	376.04 (L.F.)
8	10271.50 (S.F.)	0.24 (AC.)	417.49 (L.F.)	28	8616.37 (S.F.)	0.19 (AC.)	358.26 (L.F.)
9	8960.15 (S.F.)	0.20 (AC.)	393.28 (L.F.)	29	6376.74 (S.F.)	0.15 (AC.)	355.07 (L.F.)
10	8732.14 (S.F.)	0.20 (AC.)	395.71 (L.F.)	30	8402.42 (S.F.)	0.19 (AC.)	356.10 (L.F.)
11	8955.20 (S.F.)	0.16 (AC.)	379.75 (L.F.)	31	6295.69 (S.F.)	0.14 (AC.)	349.00 (L.F.)
12	7819.43 (S.F.)	0.17 (AC.)	388.88 (L.F.)	32	7749.48 (S.F.)	0.18 (AC.)	326.34 (L.F.)
13	9034.42 (S.F.)	0.21 (AC.)	404.29 (L.F.)	33	9173.87 (S.F.)	0.21 (AC.)	437.38 (L.F.)
14	9953.44 (S.F.)	0.22 (AC.)	480.29 (L.F.)	34	9620.89 (S.F.)	0.22 (AC.)	441.16 (L.F.)
15	7589.89 (S.F.)	0.17 (AC.)	388.41 (L.F.)	35	7757.45 (S.F.)	0.18 (AC.)	352.95 (L.F.)
16	6076.41 (S.F.)	0.15 (AC.)	366.16 (L.F.)	36	7862.76 (S.F.)	0.18 (AC.)	379.04 (L.F.)
17	6764.41 (S.F.)	0.16 (AC.)	370.68 (L.F.)	37	6340.25 (S.F.)	0.15 (AC.)	353.83 (L.F.)
18	7886.62 (S.F.)	0.18 (AC.)	377.68 (L.F.)	38	6574.68 (S.F.)	0.15 (AC.)	363.20 (L.F.)
19	6142.56 (S.F.)	0.14 (AC.)	334.14 (L.F.)	39	6809.12 (S.F.)	0.16 (AC.)	372.58 (L.F.)
20	8244.59 (S.F.)	0.19 (AC.)	389.10 (L.F.)	40	7485.50 (S.F.)	0.17 (AC.)	389.29 (L.F.)
Parcel Area Table				Parcel Area Table			
41	7634.58 (S.F.)	0.18 (AC.)	395.85 (L.F.)	61	6420.12 (S.F.)	0.15 (AC.)	356.88 (L.F.)
42	8573.59 (S.F.)	0.20 (AC.)	408.46 (L.F.)	62	6783.91 (S.F.)	0.16 (AC.)	364.89 (L.F.)
43	6784.87 (S.F.)	0.16 (AC.)	371.59 (L.F.)	63	6756.28 (S.F.)	0.16 (AC.)	363.35 (L.F.)
44	6968.60 (S.F.)	0.15 (AC.)	357.84 (L.F.)	64	6282.08 (S.F.)	0.14 (AC.)	351.93 (L.F.)
45	6646.52 (S.F.)	0.13 (AC.)	314.81 (L.F.)	65	6676.80 (S.F.)	0.15 (AC.)	352.90 (L.F.)
46	6946.48 (S.F.)	0.16 (AC.)	373.12 (L.F.)	66	6003.52 (S.F.)	0.14 (AC.)	336.58 (L.F.)
47	10046.77 (S.F.)	0.23 (AC.)	416.86 (L.F.)	67	6840.77 (S.F.)	0.16 (AC.)	351.86 (L.F.)
48	9324.85 (S.F.)	0.21 (AC.)	408.59 (L.F.)	68	11035.70 (S.F.)	0.25 (AC.)	484.33 (L.F.)
49	9215.08 (S.F.)	0.21 (AC.)	413.59 (L.F.)	69	9657.11 (S.F.)	0.22 (AC.)	497.13 (L.F.)
50	11455.16 (S.F.)	0.26 (AC.)	509.25 (L.F.)	70	11493.16 (S.F.)	0.26 (AC.)	479.26 (L.F.)
51	10989.79 (S.F.)	0.24 (AC.)	429.46 (L.F.)	71	8597.37 (S.F.)	0.20 (AC.)	396.17 (L.F.)
52	9597.30 (S.F.)	0.21 (AC.)	420.90 (L.F.)	72	2594.33 (S.F.)	0.09 (AC.)	716.19 (L.F.)
53	14941.37 (S.F.)	0.34 (AC.)	509.60 (L.F.)	73	15994.58 (S.F.)	0.37 (AC.)	580.89 (L.F.)
54	13554.77 (S.F.)	0.31 (AC.)	476.05 (L.F.)	74	7746.03 (S.F.)	0.18 (AC.)	394.72 (L.F.)
55	9193.52 (S.F.)	0.21 (AC.)	427.21 (L.F.)	75	7881.28 (S.F.)	0.18 (AC.)	406.61 (L.F.)
56	7330.58 (S.F.)	0.17 (AC.)	392.43 (L.F.)	76	7962.04 (S.F.)	0.18 (AC.)	418.75 (L.F.)
57	9751.33 (S.F.)	0.22 (AC.)	415.82 (L.F.)	77	9108.25 (S.F.)	0.21 (AC.)	444.62 (L.F.)
58	9233.81 (S.F.)	0.21 (AC.)	385.60 (L.F.)	78	9216.25 (S.F.)	0.21 (AC.)	405.76 (L.F.)
59	6075.89 (S.F.)	0.14 (AC.)	343.10 (L.F.)	79	6740.12 (S.F.)	0.15 (AC.)	362.21 (L.F.)
60	6248.00 (S.F.)	0.14 (AC.)	349.99 (L.F.)	80	6439.35 (S.F.)	0.15 (AC.)	357.84 (L.F.)
Parcel Area Table				Parcel Area Table			
81	6470.30 (S.F.)	0.15 (AC.)	358.88 (L.F.)				
82	7906.30 (S.F.)	0.18 (AC.)	385.67 (L.F.)				
83	8980.26 (S.F.)	0.20 (AC.)	417.89 (L.F.)				
84	11551.50 (S.F.)	0.27 (AC.)	517.99 (L.F.)				
85	16656.57 (S.F.)	0.38 (AC.)	604.46 (L.F.)				
86	10204.52 (S.F.)	0.23 (AC.)	481.40 (L.F.)				
87	7787.59 (S.F.)	0.18 (AC.)	391.40 (L.F.)				
88	7104.89 (S.F.)	0.16 (AC.)	367.09 (L.F.)				
89	7211.30 (S.F.)	0.17 (AC.)	376.22 (L.F.)				
90	7425.49 (S.F.)	0.17 (AC.)	386.11 (L.F.)				
91	7706.93 (S.F.)	0.18 (AC.)	388.80 (L.F.)				
92	7280.36 (S.F.)	0.17 (AC.)	376.34 (L.F.)				
93	8133.42 (S.F.)	0.19 (AC.)	368.26 (L.F.)				
94	6884.36 (S.F.)	0.15 (AC.)	351.43 (L.F.)				



**GENERAL SITE NOTES**  
 PROPOSED USE: SINGLE FAMILY RESIDENTIAL  
 CURRENT ZONING - AR-III  
 PROPOSED ZONING - PRO  
 TOTAL TRACT ACERAGE - 38.45 ± AC.  
 TOTAL LOTS DEPICTED - 96  
 DENSITY PROPOSED - 2.60 U/A  
 MINIMUM LOT SIZE - 6,000 SF  
 MINIMUM DEPTH - 110'  
 MINIMUM WIDTH - 50'

**BUILDING SETBACK REQUIREMENTS:**  
 FRONT - 20 FT.  
 REAR - 20'  
 SIDE - 5' (15' BETWEEN STRUCTURES)  
 EXTERIOR BUFFER - 50'

**GENERAL SITE NOTES**  
 PROPOSED RIGHT OF WAY - 50' PUBLIC  
 PROPOSED ROADS - 24' BACK OF CURB TO BACK OF CURB  
 PROPOSED OPEN SPACE - ± 12 ACRES (31%)  
 BOUNDARY TAKEN FROM PROPERTY WARRANTY DEED  
 TOPOGRAPHY TAKEN FROM HALL COUNTY GIS DATA  
 FLOOD PLAIN DATA COMPILED FROM FEMA FLOOD MAPS AND HALL CO. GIS  
 STREAMS AND BUFFER INFORMATION TO BE FIELD VERIFIED

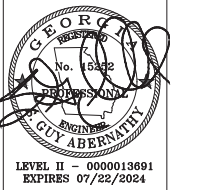
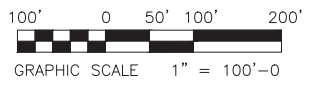


**SIGN DESCRIPTION (TYP.)**  
 R1-1 - STOP  
 R1-2 - YIELD  
 R2-1 - SPEED LIMIT (25 MPH)  
 W2-6 - CIRCULAR INTERSECTION  
 W13-1 - ADVISORY SPEED (15 MPH)  
 W3-2A - YIELD AHEAD  
 W1-6 - ONE DIRECTION LARGE ARROW  
 R8-3a - NO PARKING

**NOTE:**  
 ALL TRAFFIC CONTROL SIGNS THAT ARE REMOVED OR DAMAGED MUST BE REINSTALLED OR REPLACED. ALL SIGNS MUST BE REINSTALLED TO THE STANDARDS IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

Curve #	Radius	Length	Chord Direction	Start Point	End Point
C1	150.00	225.51	S15° 49' 35.98"W	(2372809.50,1501882.95)	(2372753.63,1501685.86)
C2	125.00	218.79	S8° 45' 13.88"W	(2372649.03,1501622.75)	(2372619.82,1501433.07)
C3	360.00	290.19	S71° 07' 23.43"E	(2372861.99,1501615.67)	(2373129.20,1501524.31)
C4	125.00	93.49	S72° 47' 23.12"E	(2373289.99,1501536.16)	(2373377.23,1501509.14)
C5	250.00	150.84	N53° 24' 02.20"E	(2372994.95,1501942.13)	(2373114.22,1502030.70)
C6	125.00	196.35	N81° 06' 57.83"E	(2373174.08,1502112.74)	(2373348.73,1502140.04)
C7	400.00	99.14	S46° 46' 59.70"E	(2373469.26,1502052.10)	(2373541.33,1501984.39)
C8	250.00	97.40	S50° 50' 36.07"E	(2373646.47,1501857.66)	(2373721.52,1501796.55)

Line #	Length	Direction	Start Point	End Point
L1	217.36	S27° 14' 33.01"E	(2372710.00,1502076.20)	(2372809.50,1501882.95)
L2	122.16	S58° 53' 44.98"W	(2372753.63,1501685.86)	(2372649.03,1501622.75)
L3	185.44	S41° 23' 17.23"E	(2372619.82,1501433.07)	(2372742.43,1501293.95)
L4	122.83	S48° 01' 50.04"E	(2372770.66,1501697.82)	(2372861.99,1501615.67)
L5	161.23	N85° 47' 03.17"E	(2373129.20,1501524.31)	(2373289.99,1501536.16)
L6	167.92	S51° 21' 49.41"E	(2373377.23,1501509.14)	(2373508.40,1501404.29)
L7	193.92	N70° 41' 06.58"E	(2372811.94,1501877.99)	(2372994.95,1501942.13)
L8	101.56	N36° 06' 57.83"E	(2373114.22,1502030.70)	(2373174.08,1502112.74)
L9	149.20	S53° 53' 02.17"E	(2373348.73,1502140.04)	(2373469.26,1502052.10)
L10	164.67	S39° 40' 57.24"E	(2373541.33,1501984.39)	(2373646.47,1501857.66)
L11	326.48	S62° 00' 14.91"E	(2373721.52,1501796.55)	(2374008.80,1501643.29)
L12	230.51	S38° 39' 30.35"E	(2373072.80,1501986.41)	(2373216.79,1501806.41)



CONSULTANTS  
 SURVEYORS  
 ENGINEERS  
 PLANNERS



COUNTY: HALL COUNTY  
 LAND DISTRICT: 1225  
 PARCEL(S): 22, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94

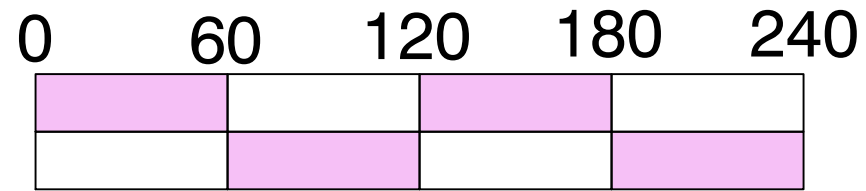
DATE: 05/04/22  
 SCALE: AS SHOWN  
 JOB NO.: 20155

SITE PLAN FOR:  
**OVERLOOK PARK**  
 5991 SWANSEY ROAD

REVISIONS	NO.	DATE

SHEET  
**C-3**





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

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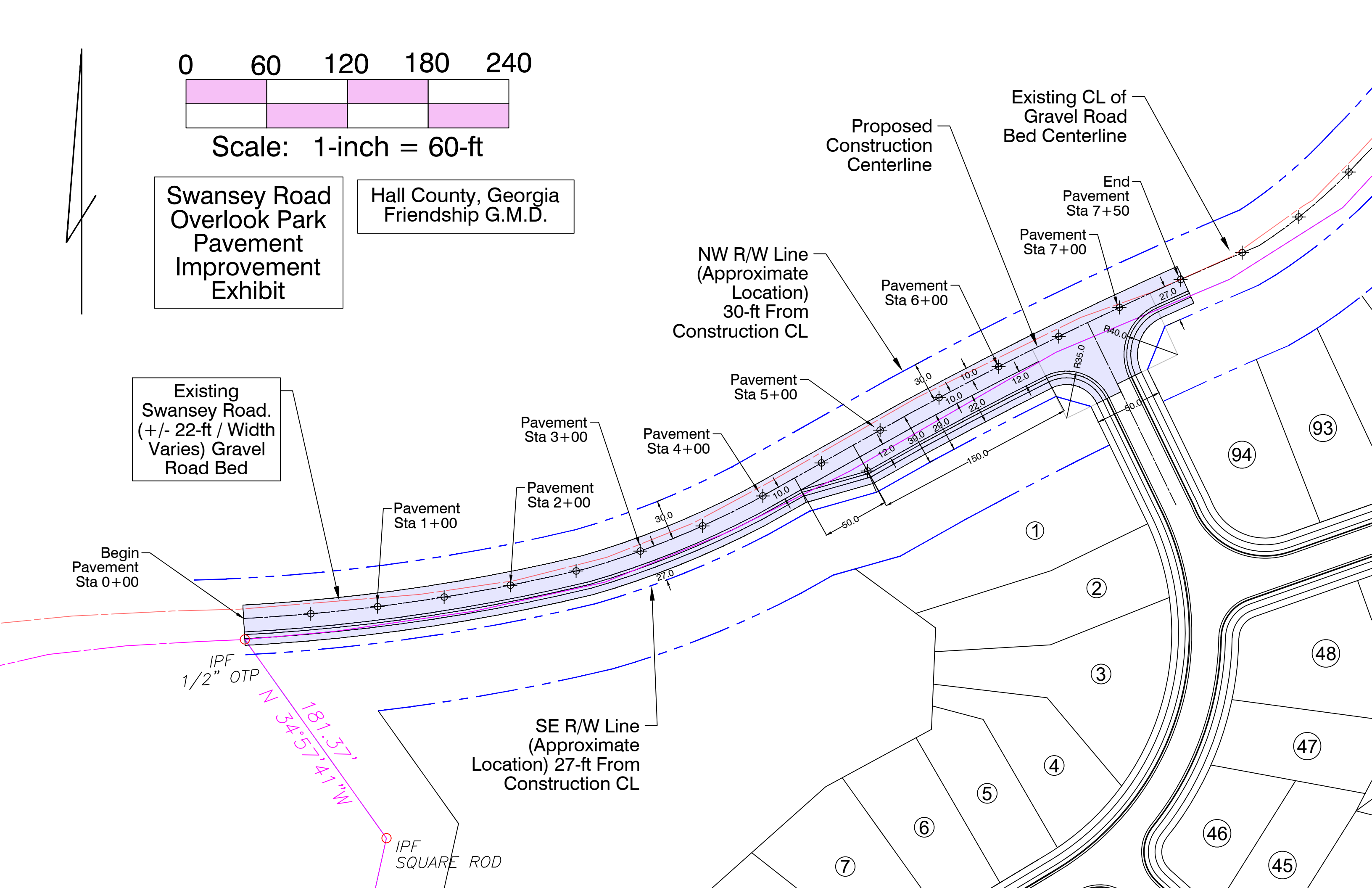
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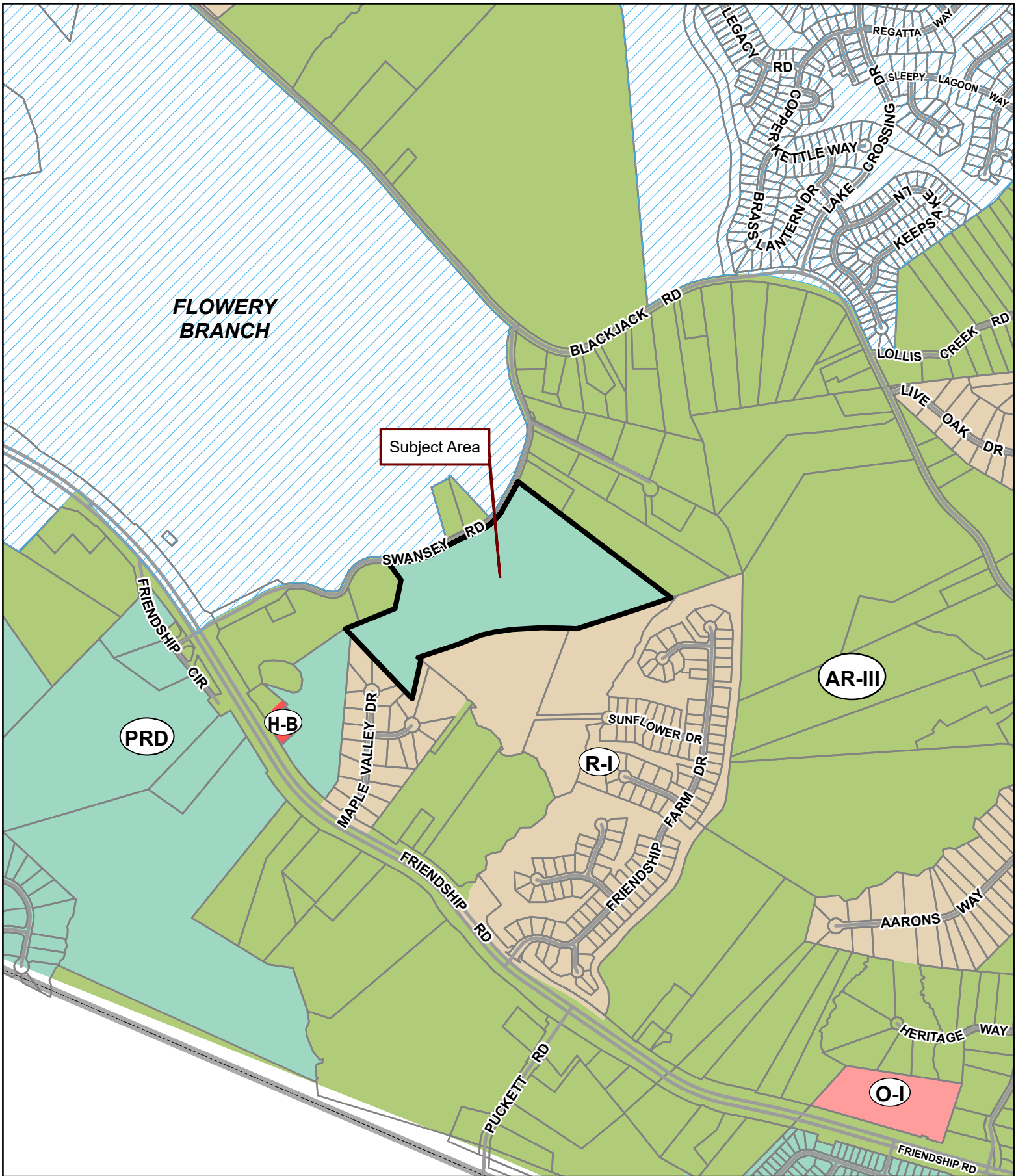
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**Applicant:** ABERNATHY ENGINEERING GROUP

**Tax Parcel #:** 15048 000034

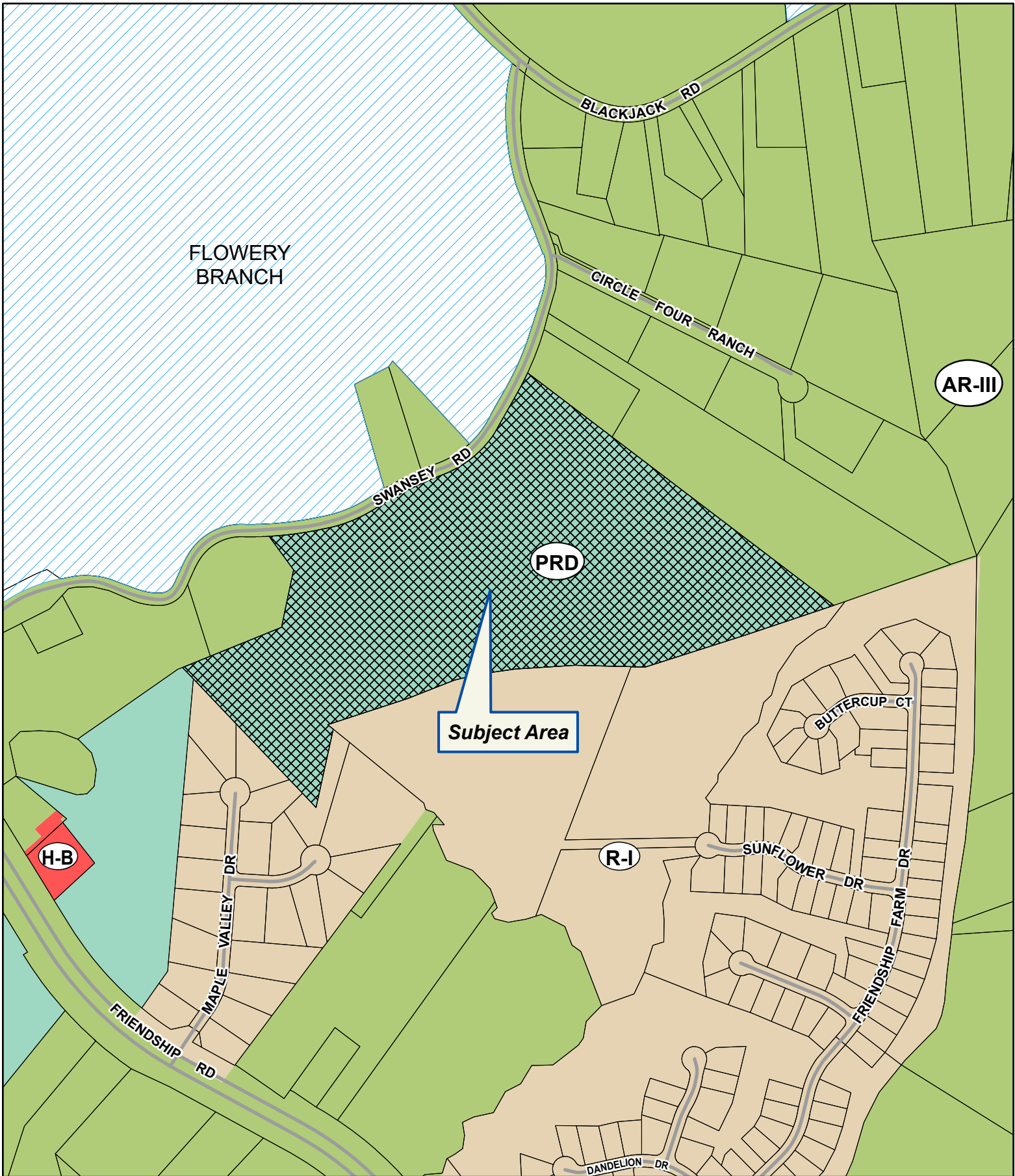
**Location:** 5991 SWANSEY ROAD, FLOWERY BRANCH, GA 30542

**Commission District 1**

**PC Mtg. Date:** 08/05/2024



- Zoning Boundary
  - ▨ City Limits
  - ◻ Subject Area
  - Structure
- N  
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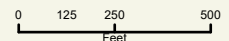
**Applicant:** ABERNATHY ENGINEERING GROUP

**Tax Parcel #:** 15048 000034

**Location:** 5991 SWANSEY ROAD, FLOWERY BRANCH, GA 30542

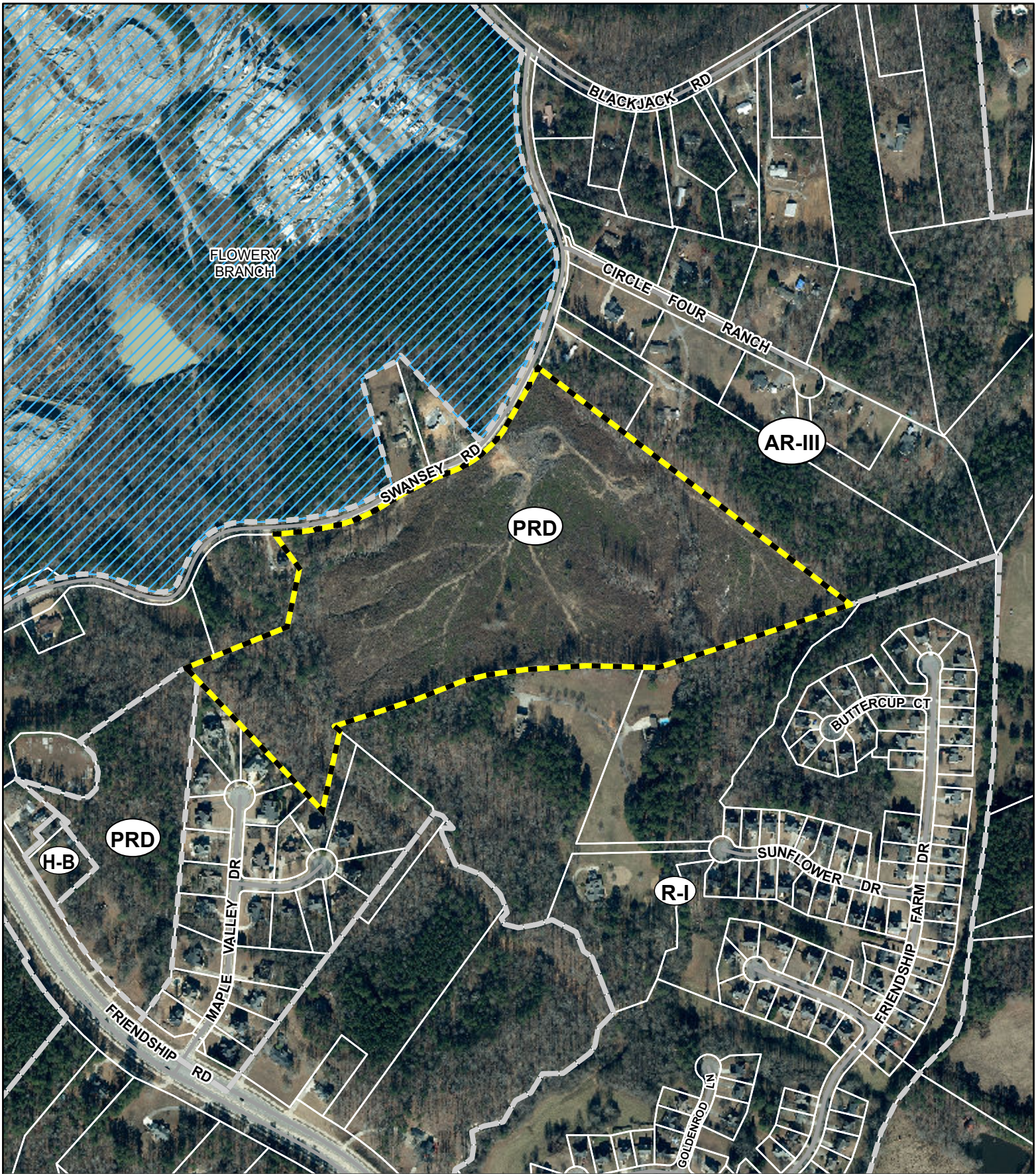
**Commission District 1**

**PC Mtg. Date: 08/05/2024**



- Zoning Boundary
- ▨ City Limits
- ▩ Subject Area
- ▭ Structure





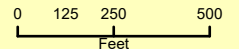
**Applicant:** ABERNATHY ENGINEERING GROUP




**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

CHAIRMAN  
Richard P. Higgins

Kathy L. Cooper, District 1  
Billy Powell, District 2  
Shelly Echols, District 3  
Jeff Stowe, District 4

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ASSISTANT  
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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)**

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**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](mailto:emcgahee@hallcounty.org)

<http://dph.georgia.gov/environmental-health> (State Website)  
<http://www.phdistrict2.org/HallCounty.htm> (District Website)  
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

## Anael Dominguez (CDI: Planning)

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**From:** Chavers, Veronica E <VChavers@dot.ga.gov>  
**Sent:** 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.

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**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 5<sup>th</sup>**. Email comments to Beth ([bgarmon@hallcounty.org](mailto:bgarmon@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto: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, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

\*\*The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, September 12, 2024**. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,  
 Ana Dominguez  
 Planning Commission Clerk  
 Hall County Community Development and Infrastructure  
 (770) 531-6810 | [www.hallcounty.org](http://www.hallcounty.org)




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Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

## Anael Dominguez (CDI: Planning)

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**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 Swansea Road | Amend Conditions of Zoning | on a 38.45 ± acre tract located on the south side of Swansea 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 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.

Regards,

**John Hornick, NPQ Fire Service Plans Examiner 1**  
**Lieutenant, Hall County Fire Rescue**  
**Hall County Government**  
Main: 770-531-6838 | Cell: 404-597-0083  
Website: [www.Hallcounty.org](http://www.Hallcounty.org)





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: OCT 24, 2024

Time: 6:00 PM

&

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Sep 11, 2024 10:52:51  
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: OCT 24, 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

Sep 11, 2024 10:57:39  
6000 Swansey Road  
Flowery Branch  
Hall County  
Georgia

**Print**

**Board of Commissioners Work Session Comments - Sept. 9, 2024 - Submission #99797**

**Date Submitted: 9/8/2024**

Comments completed in the form below will be submitted into the record for the Sept. 9, 2024 Work Session of the Hall County Board of Commissioners.

**First Name\***

Vera

**Last Name\***

Shastel

**Address1\***

5961 Swansey Rd

**Address2**

**City\***

Flowery Branch

**State\***

GA

**Zip\***

30542

**Your Comments\***

why on earth are you allowing a subdivision above county standards? This road can NOT handle this kind of traffic on a gravel road. Building 100 homes on a small piece of land makes this area more congested. Why not build 20 or 30 homes? Most travelers coming through here are speeding 50mph as if this is a racetrack. Please add speed bumps to this road, so I don't have to worry about my kids getting hit by random cars speeding with no limits.

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**

vshastel@gmail.com

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.



## AGENDA ITEM

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

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**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 516/2024

**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** NOTE: Tabled at the September 10, 2024 Voting Meeting until the October 24, 2024 Voting Meeting.

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### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

### 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:**

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

**Approvals:**

Submit	Approve	Attorney	Administration
KE	BG	WLI	CR
<b>Clerk</b>			
JR			

**Attachments:**

Board Memo  
Recommendation Report  
Application  
Updated Narrative  
  
Original Narrative  
Updated Site Plan  
Original Combined Site Plans  
Maps  
Renderings  
Soil Study  
Legal Description  
Environmental Health Comments  
GDOT Comments  
Public Works Comments  
Fire Comments  
Public Comments  
Email from Steve Gilliam - Road and Lot Size Concerns  
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:** October 21, 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**

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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.
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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.
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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.
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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***

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**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.

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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.

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**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):

<b>Standard</b>	<b>PRD Requirement (17.180.060)</b>	<b>Proposed Development</b>
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

**Requested Action**

Existing Zoning: AR-IV

Rezone to: PRD

Fee: \$ 1,500.00

Receipt #: 277410

Check #: 687

Acreage 30.87

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  
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) 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

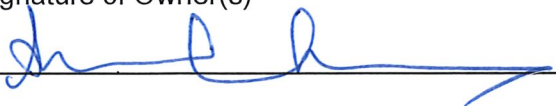
Loganville, GA 30052

Phone Number 678-206-6500

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**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](http://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

## **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.

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.

**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

**SUMMARY**

The accompanying application seeks a rezoning from an existing zoning AR-IV to PRD on Parcel 15016000028C 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**

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**ADJACENCIES**

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**ACCESS**

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**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
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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.

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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**

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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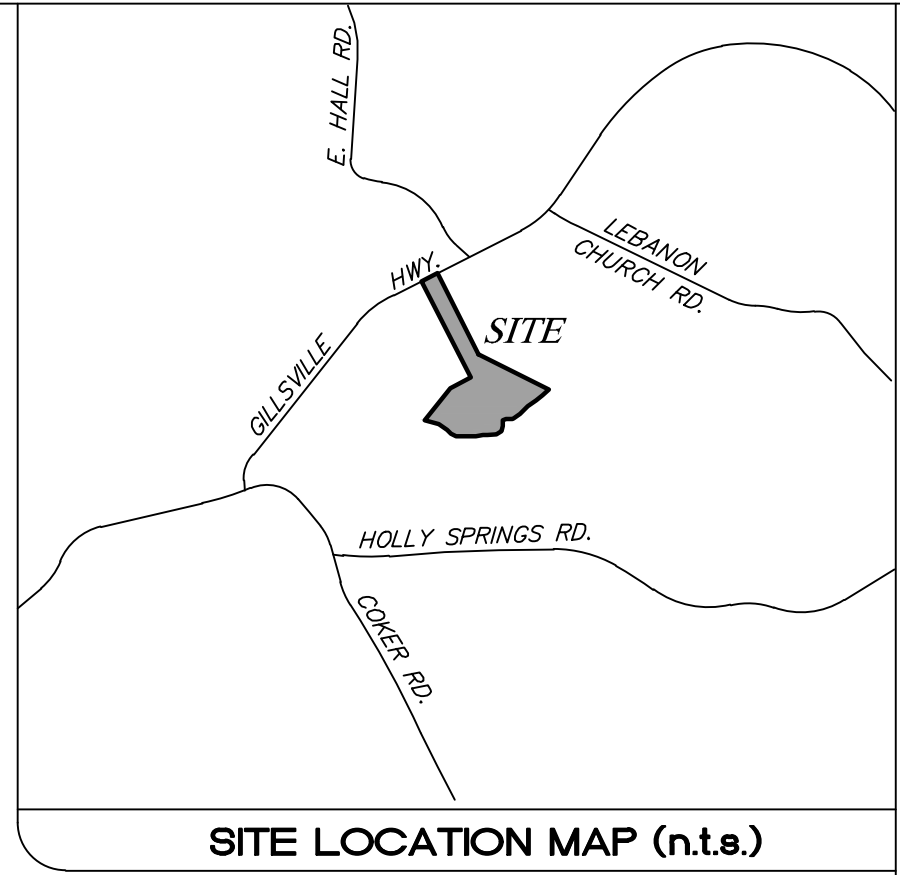
### **CONCEPTUAL MASTER PLAN**

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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

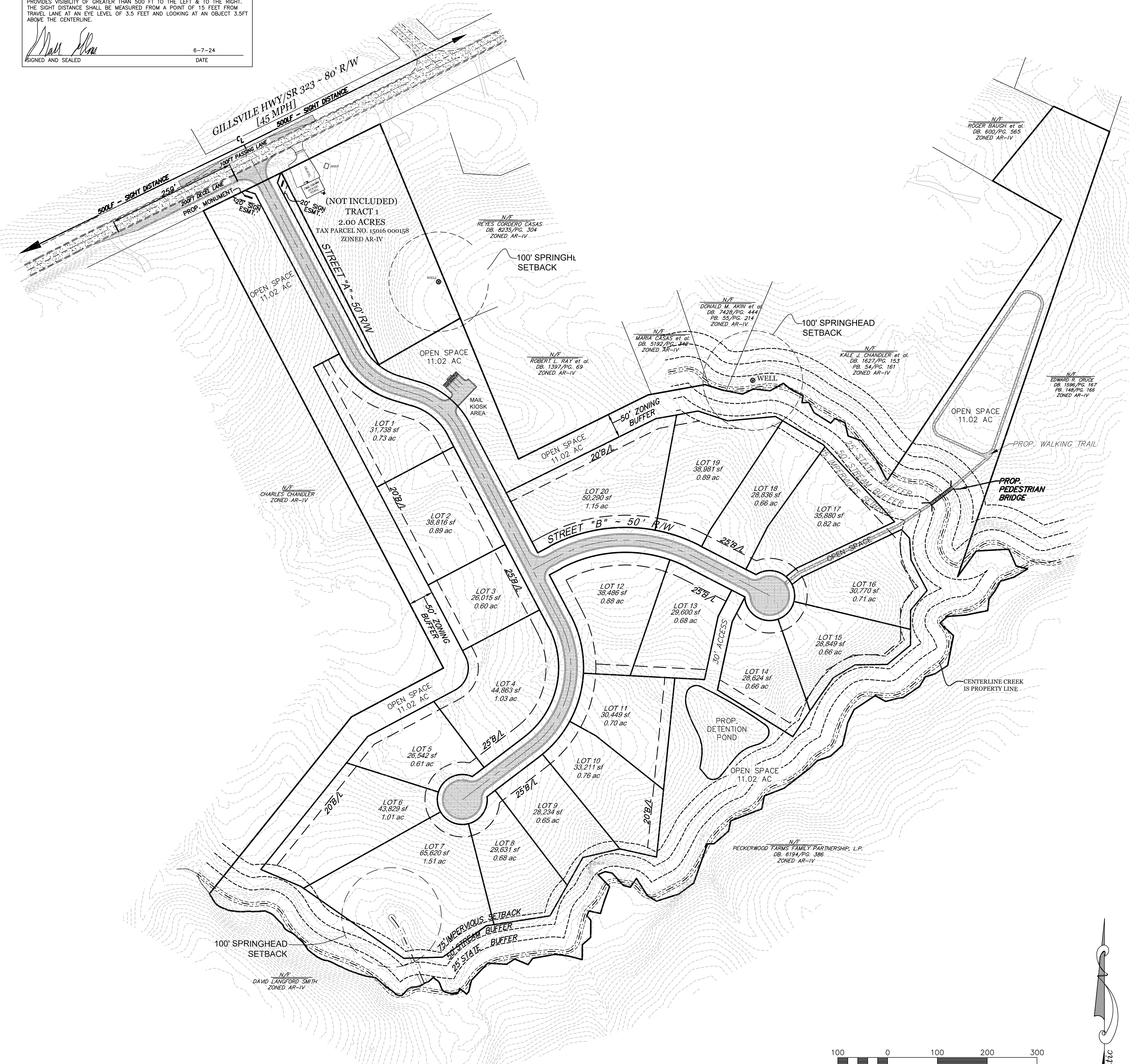
6-7-24  
 DATE



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



- 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

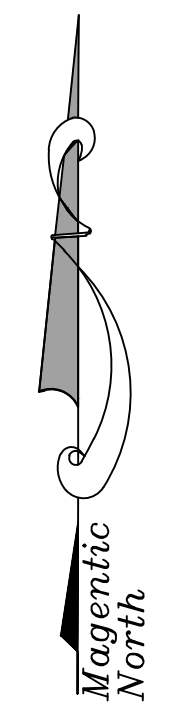
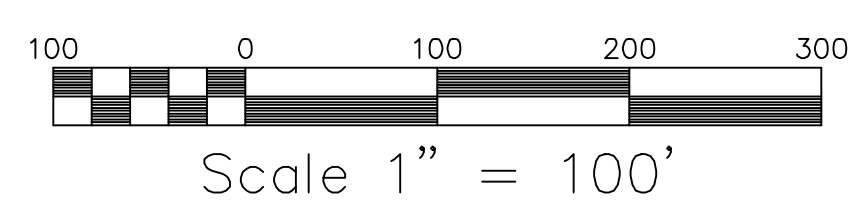
**TOTAL AREA: 30.87 AC**  
**OPENSAPCE REQ'D: 9.26 AC**  
**OPENSAPCE PROVIDED: 11.02 AC** <sup>5-15-24</sup>

**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.

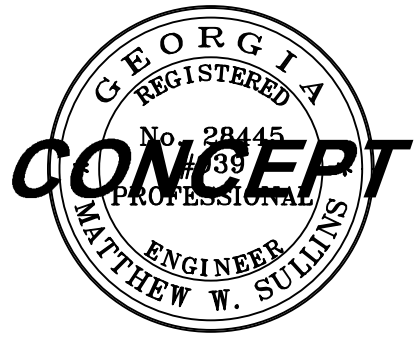
ENTRANCE MAY INCLUDE THE FOLLOWING STRUCTURAL ITEMS:  
 -MASONRY WALLS  
 -WOOD OR PVC FENCING  
 -ILLUMINATED SIGNAGE IN ACCORDANCE WITH HALL CO. SIGN ORDINANCE  
 -ORNAMENTAL SCULPTURE  
 -LANDSCAPING AND IRRIGATION

**ARCHITECTUAL MATERIALS & SITE IMPROVEMENTS**  
 THE BUILDER INTENDS TO BUILD: <sup>5-15-24</sup>

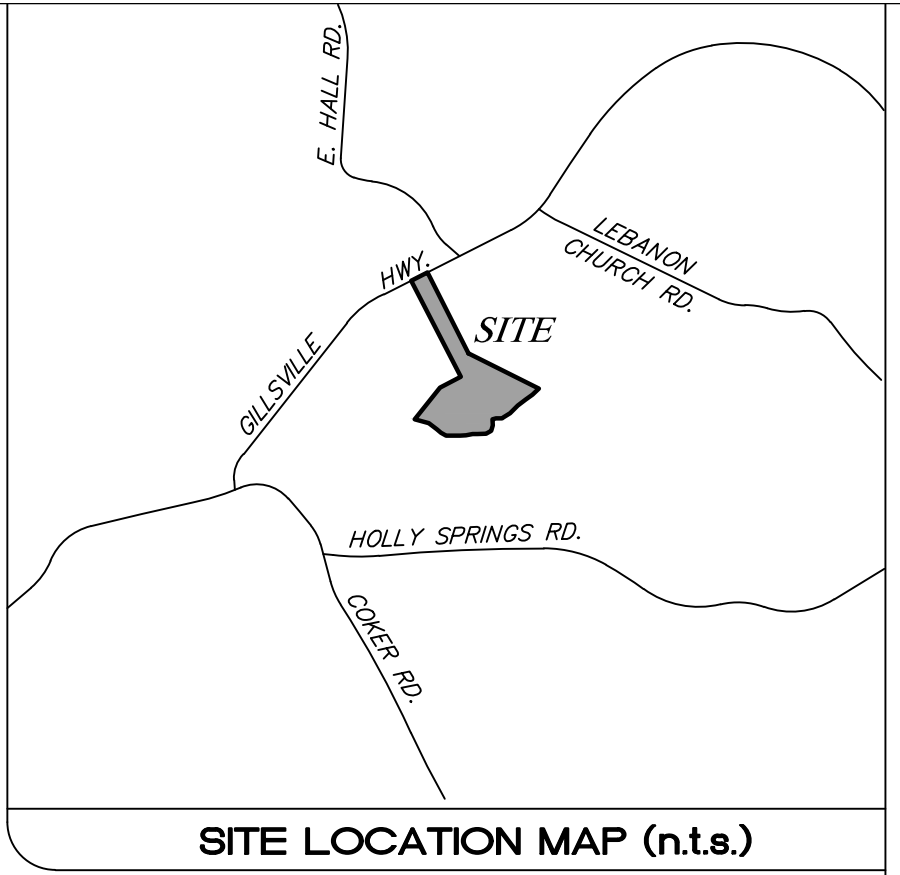
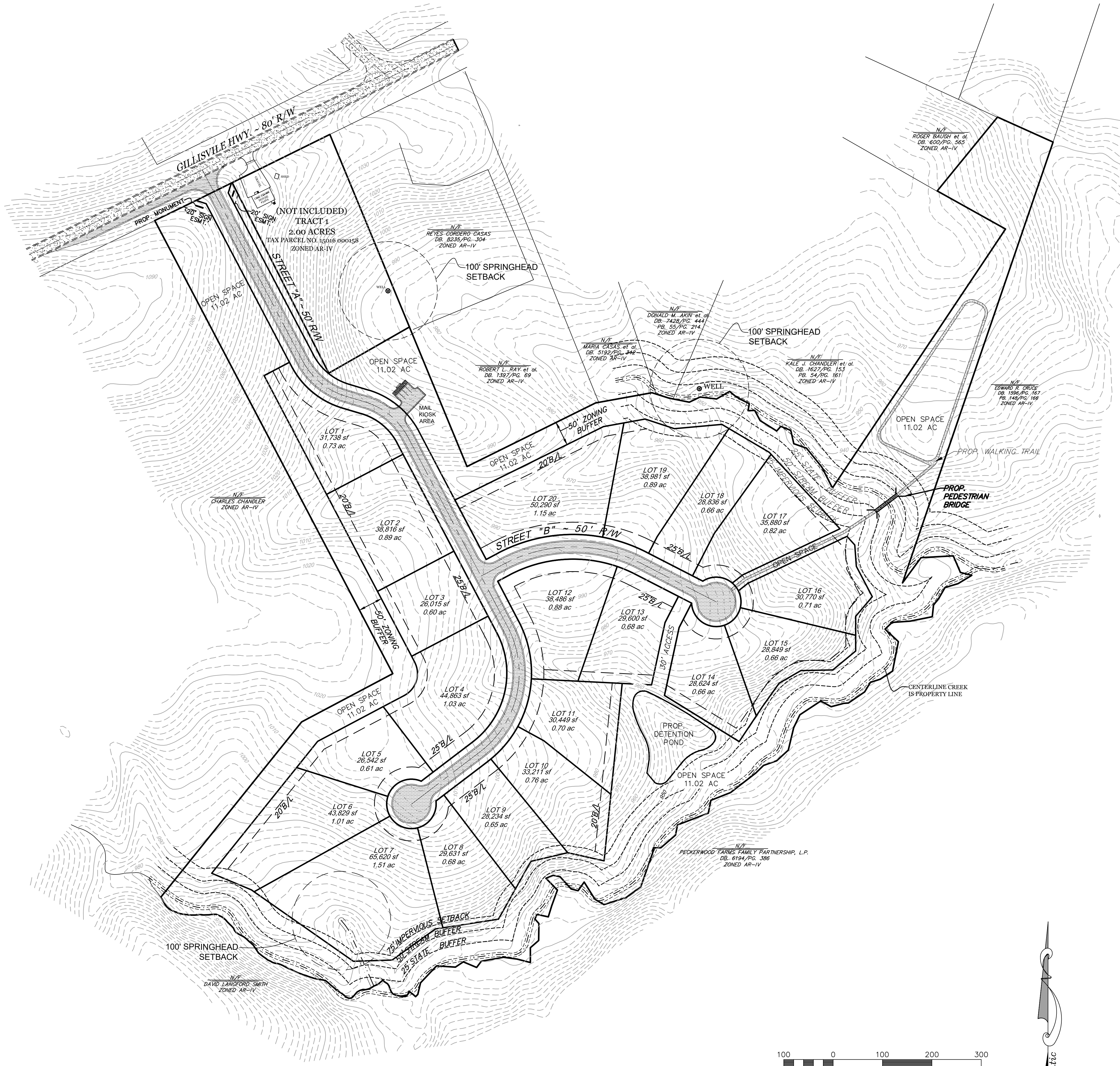
- SINGLE FAMILY FEE SIMPLE DETACHED DWELLINGS WITH CAR GARAGES(GARAGE WIDTH NOT TO EXCEED 70% OF FRONT BUILDING WIDTH).
- FRONT FACADES WITH A COMBINATION OF MASONRY & FIBER CEMENT SIDING MATERIALS.
- SIDE&REAR FACADES WITH MASONRY, FIBER CEMENT SIDING, OR SHAKE SIDING
- SODDED YARDS (4 SIDES)



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**  
**OPENSACE REQ'D: 9.26 AC**  
**OPENSACE PROVIDED: 11.02 AC** <sup>5-15-24</sup>

**ENTRY MONUMENT SIGNAGE**

APPLICANT IS REQUESTING PERMISSION FOR AN ENTRY MONUMENT TRYF 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

**ARCHITECTURAL 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 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 CALL 800/962-7411.

302 WEST MAY STREET  
WINDER, GA. 30680  
PHONE: (678) 687-6219

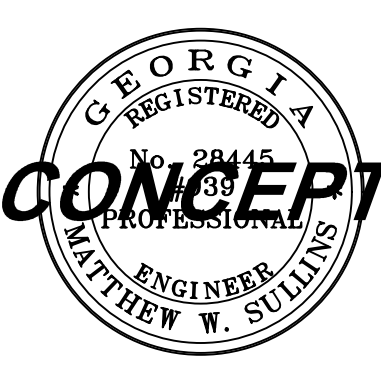
**Sullins Engineering, LLC**

CONTACT: MATTHEW SULLINS  
CIVIL ENGINEERS & LAND PLANNERS

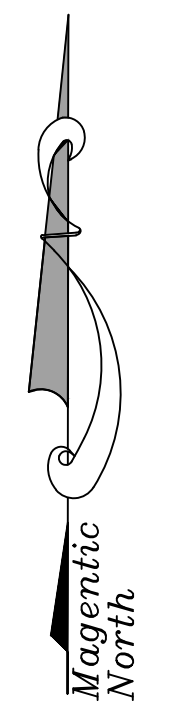
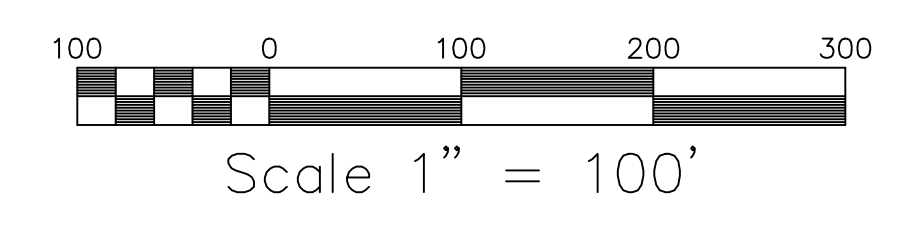
REZONE PLAN FOR:

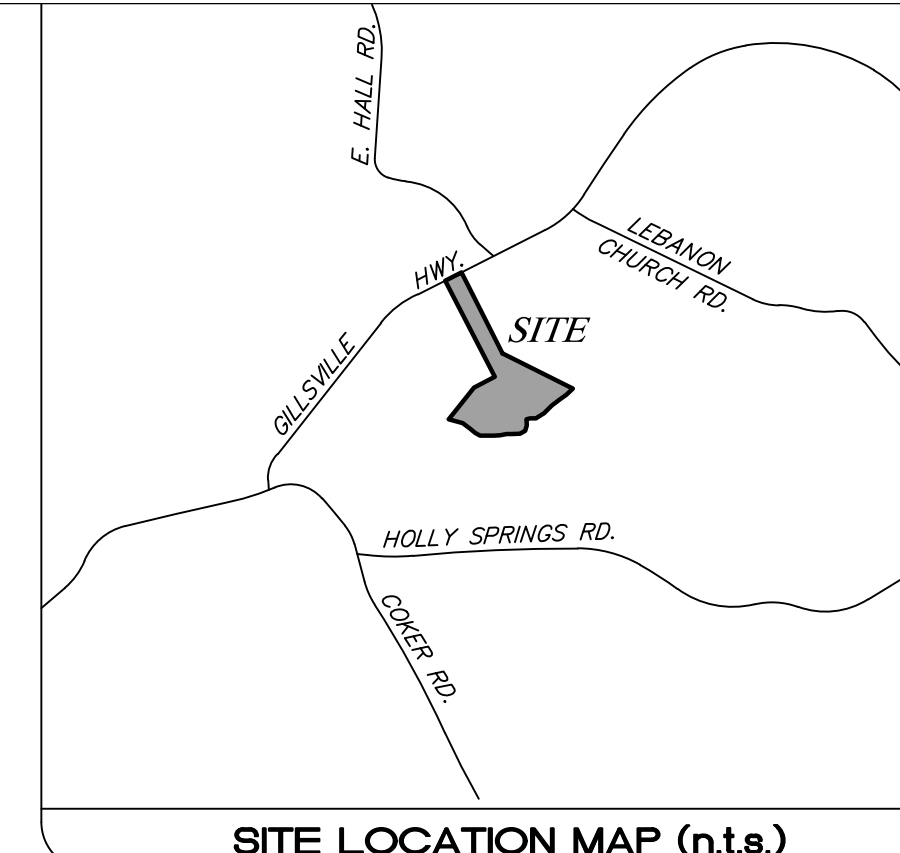
**GILLESVILLE HWY.**

LOCATED IN:  
PARCEL: 028C 159 / L.L. 16, 15th DIST.  
HALL COUNTY, GEORGIA



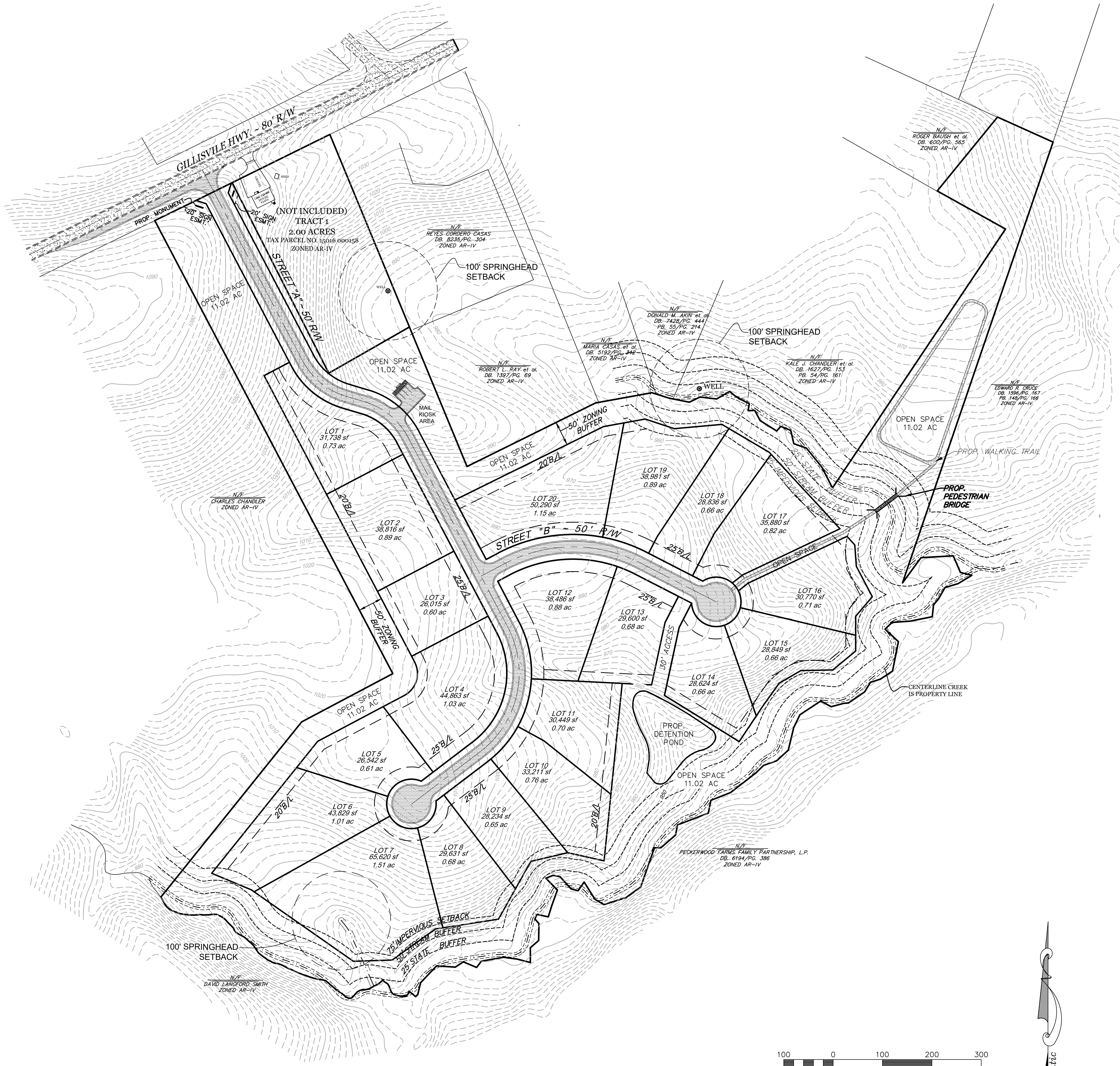
DATE	JOB #
4/17/24	2999
SHEET 1	





REVISION:	
DATE:	

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**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.  
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**BOUNDARY SURVEY**  
 -BOUNDARY REFERENCED FROM REED PLANNING & DESIGN DATED 11/15/19

**FLOOD NOTE:**  
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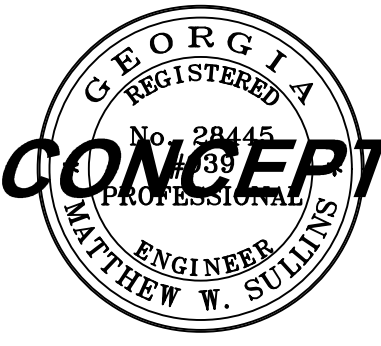
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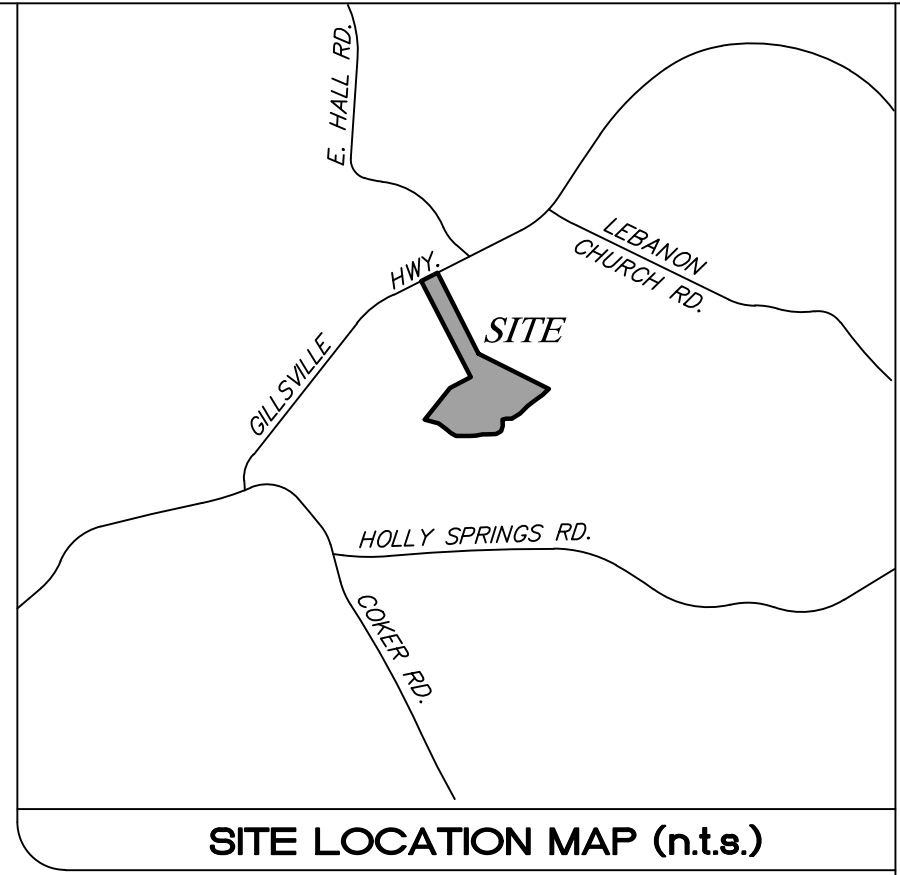
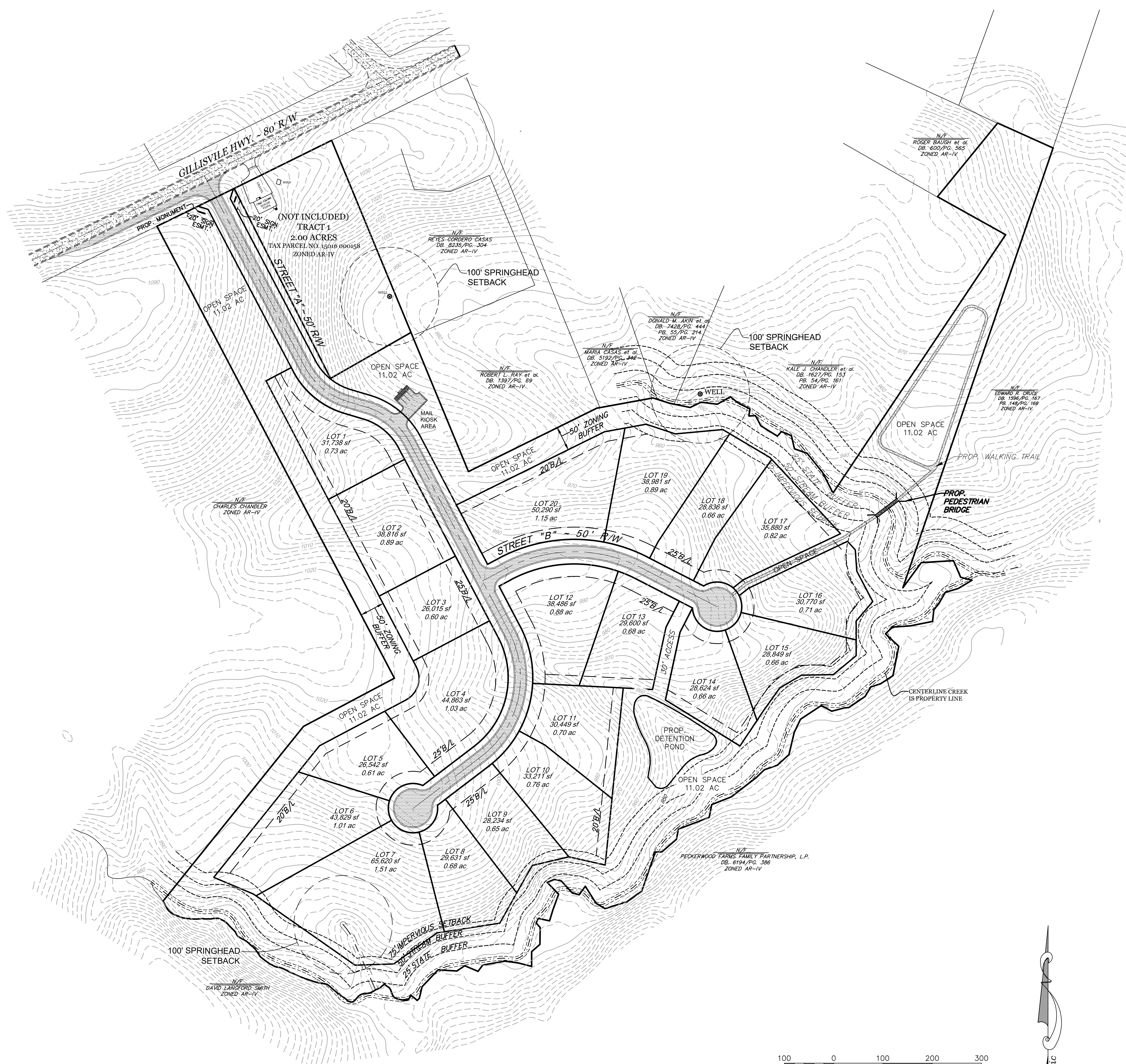
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302 WEST MAY STREET  
 WINDER, GA. 30680  
**Sullins Engineering, LLC**  
 PHONE: (678) 687-6219  
 CONTACT: MATTHEW SULLINS  
 CIVIL ENGINEERS - LAND PLANNERS

REZONE PLAN FOR:  
**GILLESVILLE HWY.**  
 LOCATED IN:  
 PARCEL: 028C 159 / L.L. 16, 15R DIST.  
 HALL COUNTY, GEORGIA



DATE	4/11/24	JOB #	2999
SHEET 1			



REVISION:	
DATE:	

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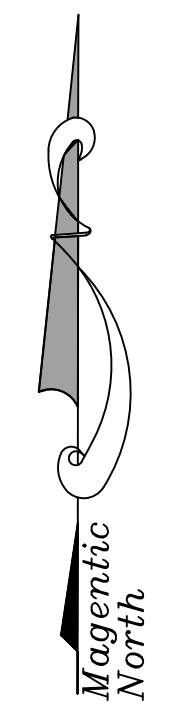
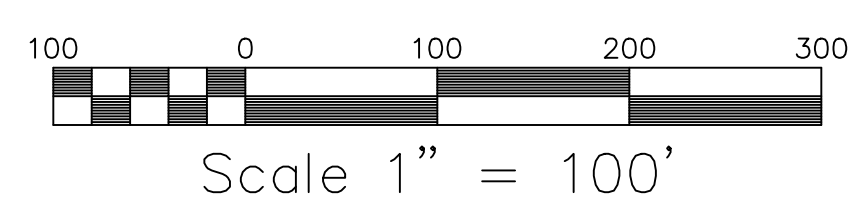
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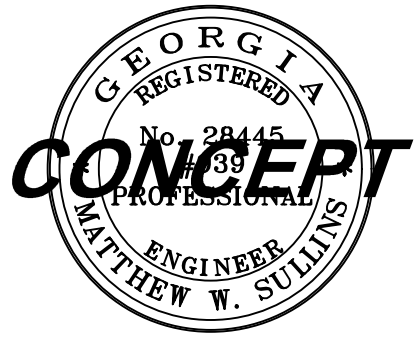
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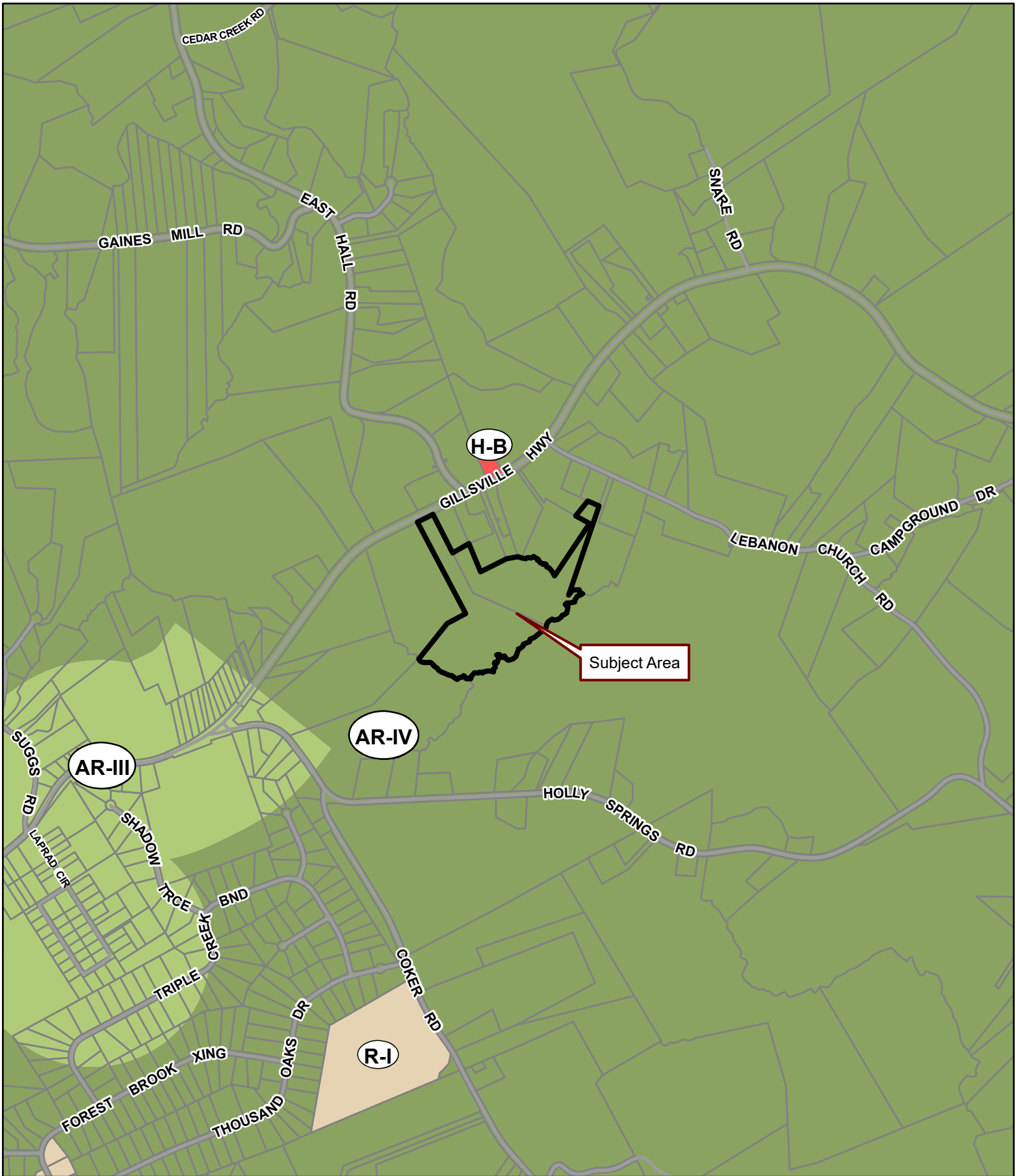


302 WEST MAY STREET  
 WINDER, GA. 30680  
**Sullins Engineering, LLC**  
 PHONE: (678) 687-6219  
 CONTACT: MATTHEW SULLINS  
 CIVIL ENGINEERS ~ LAND PLANNERS

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	



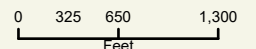
**Applicant:** SABINA CHOWDHURY





**Tax Parcel #:** 15016 000158A & 000028C

**Location:** 0 & 3454 GILLSVILLE HIGHWAY, GAINESVILLE, GA 30507

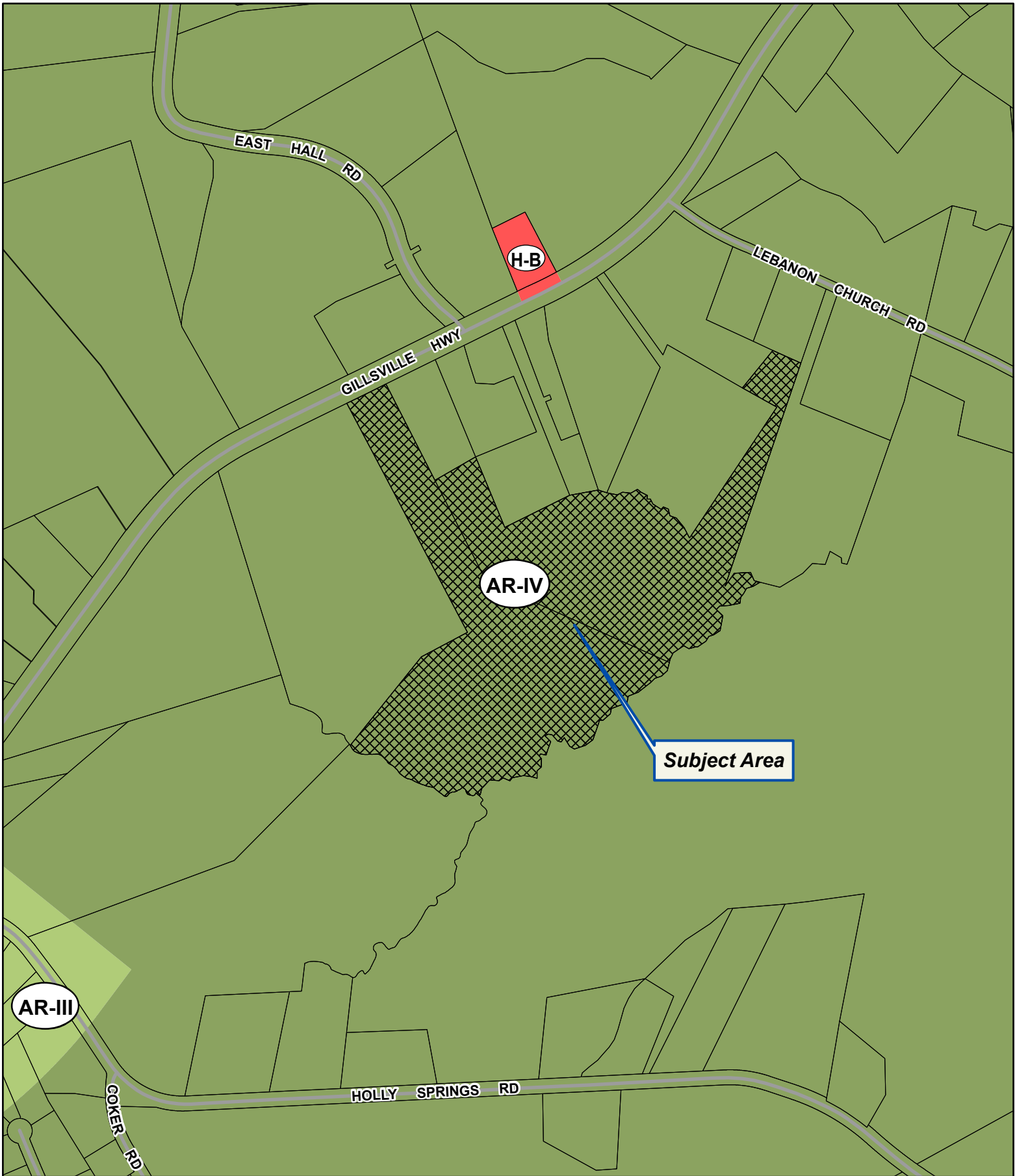
**Commission District 3**

**PC Mtg. Date: 06/03/2024**

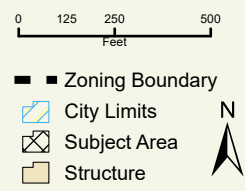


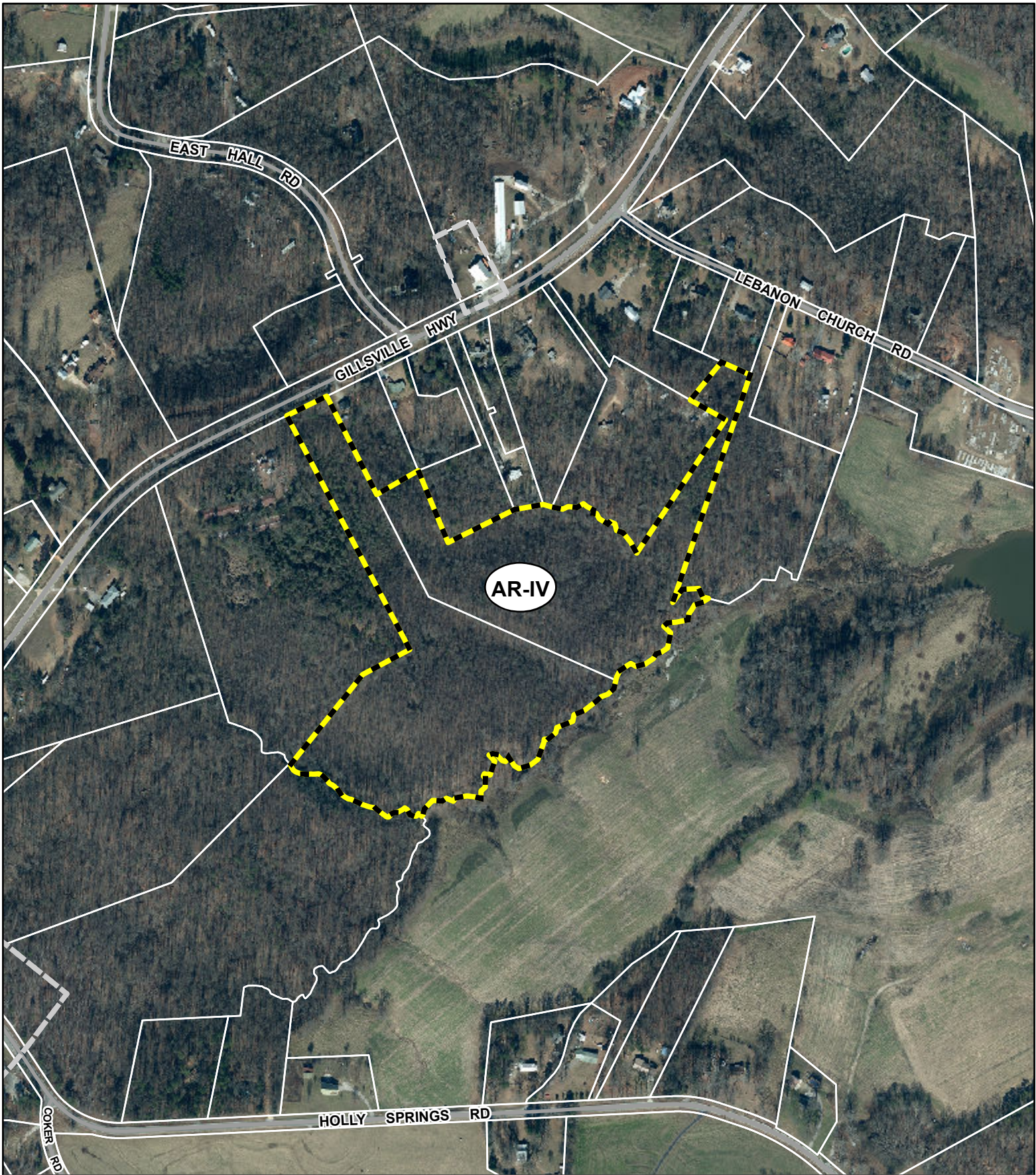
-  Zoning Boundary
-  City Limits
-  Subject Area
-  Structure





**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**





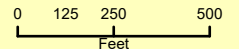
**Applicant:** SABINA CHOWDHURY

**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

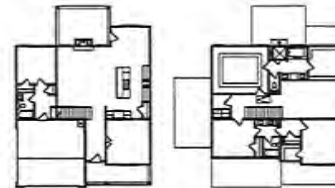
**USE GROUP:** SINGLE FAMILY DWELLING  
**CONSTRUCTION CLASS:** UNFINISHED  
**HEIGHT & AREA LIMITATION:** 2 STORY MAXIMUM HGT. 35 FT. EGRESS OR RESCUE WINDOWS FROM SLEEPING ROOMS SHALL HAVE A MINIMUM OF 5.7 SQ. FT.  
**GARAGE/HOUSE CEILING/NOISE ASSEMBLY:** 12" GYPSUM BO. WALL & CEILING W/ 30 MINUTE GARAGE/HOUSE DOOR  
**DECK LOADS:** LIVE LOAD: SLEEPING + 30 PSF NON-SLEEPING + 40 PSF DECKS + 40 PSF DEAD LOAD + 10 PSF BASIC WIND SPEED + 80 MPH STAIR LOAD + 40 PSF ROOF LIVE LOAD + 20 PSF LATERAL SOIL PRESSURE + 30 PCF (ASSUMED)  
**ATTIC VENTILATION (EXAMPLE):** 1338 SF / 300 = 4.46 SF FREE AREA REQ'D RIDGE VENT + 30 LF X .685 FREE AREA LF + 3.31 SF, PROVIDED SOFFIT VENT + 54 LF X .245 FREE AREA LF + 2.43 SF, PROVIDED

NOTE: VERIFY ALL APPLICABLE BUILDING CODES WITH STATE AND LOCAL JURISDICTION PRIOR TO CONSTRUCTION.



### DRAWING INDEX

- C200 COVER SHEET
- AU1 ELEVATION 'A' - FRONT LOAD GARAGE
- AU2 ELEVATION 'A' - SIDE LOAD GARAGE
- AU3 ELEVATION 'A' W/ 3RD CAR GARAGE OPT. - FRONT ENTRY
- AU4 ELEVATION 'B' - FRONT LOAD GARAGE
- AU5 ELEVATION 'B' - SIDE LOAD GARAGE
- AU6 ELEVATION 'B' W/ 3RD CAR GARAGE OPT. - FRONT ENTRY
- AU7 ELEVATION 'C' - FRONT LOAD GARAGE
- AU8 ELEVATION 'C' - SIDE LOAD GARAGE
- AU9 ELEVATION 'C' W/ 3RD CAR GARAGE OPT. - FRONT ENTRY
- AJ1 SIDES & REAR ELEVATIONS
- AJ2 SIDES & REAR ELEVATIONS W/ COVERED PORCH OPT.
- AJ3 LEFT SIDE & REAR ELEVATION W/ 3RD CAR GARAGE OPT.
- AJ4 SLAB PLAN
- AJ5 SLAB PLAN W/ 3RD CAR GARAGE OPT.
- AJ6 BASEMENT PLAN
- AJ7 BASEMENT PLAN W/ 3RD CAR GARAGE OPT.
- AJ8 FOUNDATION DETAILS
- AJ9 MAIN FLOOR PLAN
- AJ10 MAIN FLOOR PLAN W/ 3RD CAR GARAGE OPT.
- AJ11 UPPER FLOOR PLAN
- AJ12 ROOF PLAN
- AJ13 ROOF PLAN W/ 3RD CAR GARAGE OPT.
- AJ14 ELECTRICAL PLAN

### FLOOR PLANS



### AREA CALCULATION

51' x 48'   
 40' x 48' 

SQUARE FOOTAGE:	
MAIN LEVEL	1540
UPPER LEVEL	1101
TOTAL HEATED	2641
3 CAR GARAGE	64
FRONT PORCH	81
TOTAL HEATED	2886
OPT. COVERED PORCH	144
OPT. 3RD CAR GARAGE	706

NO.	DESCRIPTION	DATE

**DESIGNER:**  
**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 gv-viewpointdesign@gmail.com  
 PHONE (404) 518-0956

ARCHITECTS, ENGINEERS, PLANNERS & DESIGNERS DO NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND REGULATORY APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND REGULATORY APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND REGULATORY APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND REGULATORY APPROVALS.

**PROJECT NAME:**  
**THE FARMINGTON**  
 GEORGIA ESTATES

**CLIENT/BUILDER:**  
  
 390 BRUGDON RD.,  
 SUWANEE, GA 30024

**DRAWING TITLE:**  
 COVER SHEET

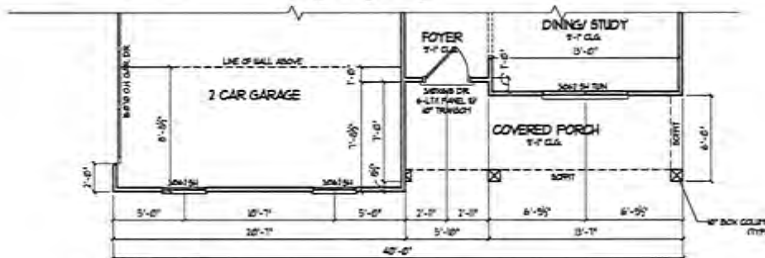
Date: 5/20/2022  
 Date: AS NOTED  
 Drawn By: GC  
 Job No.: 2022-1001

**C0.0**



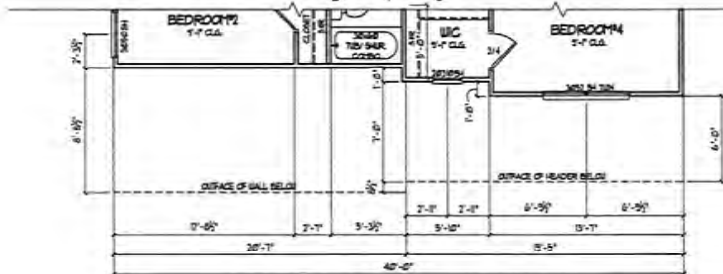
1 Front Elevation 'A'

ALL SCALE: 1/4" = 1'-0"



2 1st Floor Plan Elevation 'A'

ALL SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'A'

ALL SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 gv.viewpointdesign@gmail.com  
 PHONE (404) 518-0956

THESE ARCHITECTURAL DRAWINGS ARE PREPARED BY THE ARCHITECT AND THE ARCHITECT ASSUMES RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS OF THE DRAWINGS. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE DRAWINGS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE DRAWINGS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.

PROJECT NAME:  
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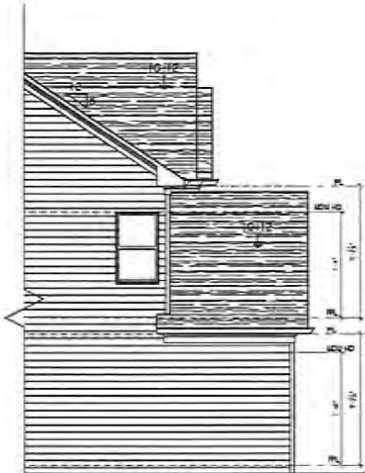
CLIENT/BUILDER:  
**Southern Heritage**  
 370 BRUGDON RD.,  
 SUWANEE, GA 30024

SHEET TITLE:  
**ELEVATION 'A'**  
**SIDE ENTRY**

Date: 5/20/2022  
 Scale: AS NOTED  
 Drawn By: GC  
 Job No: 2022 - 1001

Sheet No:  
**A1.1**

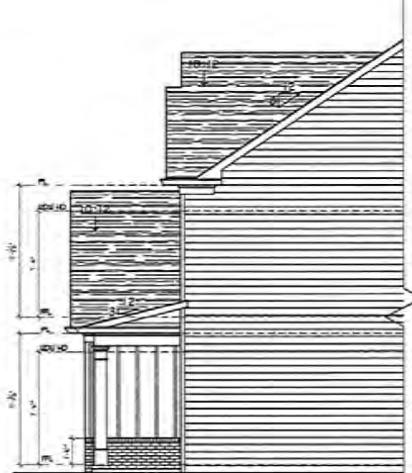
© copyright Viewpoint Design, LLC.



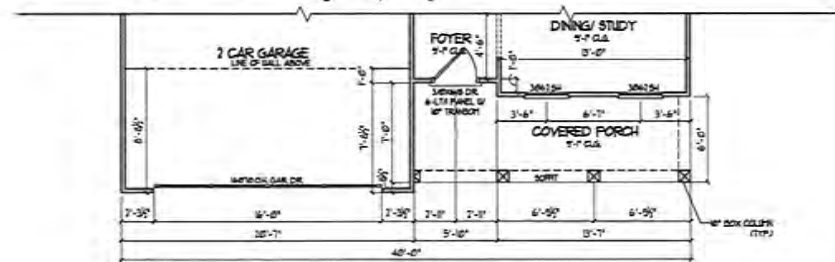
4 Left Side Elevation 'B'  
 A1.2 SCALE: 1/4" = 1'-0"



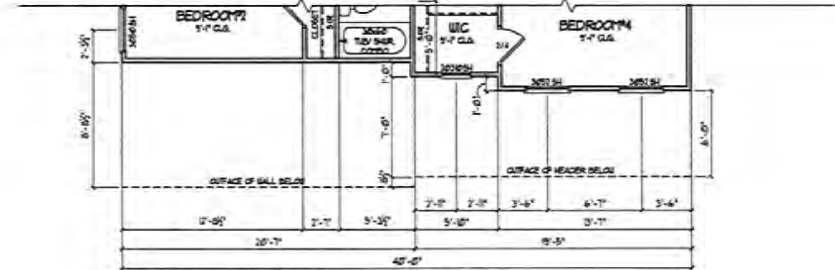
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 A1.2 SCALE: 1/4" = 1'-0"



5 Right Side Elevation 'B'  
 A1.2 SCALE: 1/4" = 1'-0"



2 1st Floor Plan Elevation 'B'  
 A1.2 SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'B'  
 A1.2 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA, 30024  
 gv.viewpointdesign@gmail.com  
 PHONE: (404) 518-0956

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PROJECT NAME:  
**THE FARMINGTON**  
 GEORGIA ESTATES

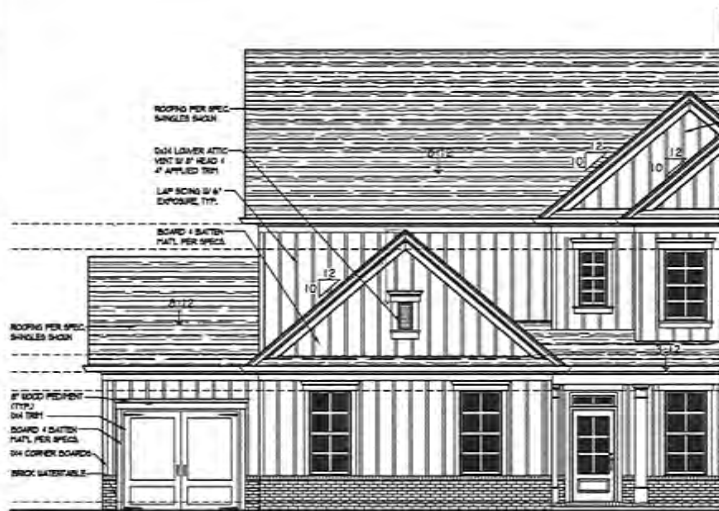
CLIENT/BUILDER:  
**SOUTHERN PINEAPPLE - LLC**  
 390 BRUGGAN RD.,  
 SUWANEE, GA 30024

SHEET TITLE:  
**ELEVATION 'B' FRONT ENTRY**

Date: 5/20/2022  
 Scale: AS NOTED  
 Drawn By: GC  
 Job No.: 2022-1001

**A1.2**

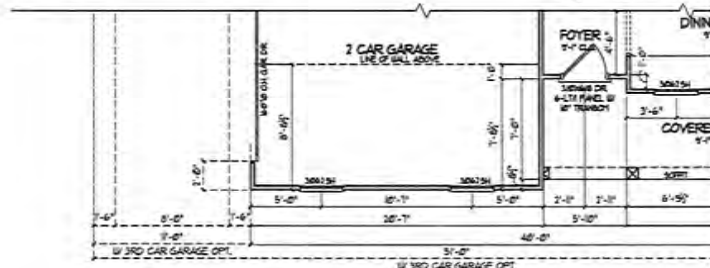
© COPYRIGHT VIEWPOINT DESIGN, LLC



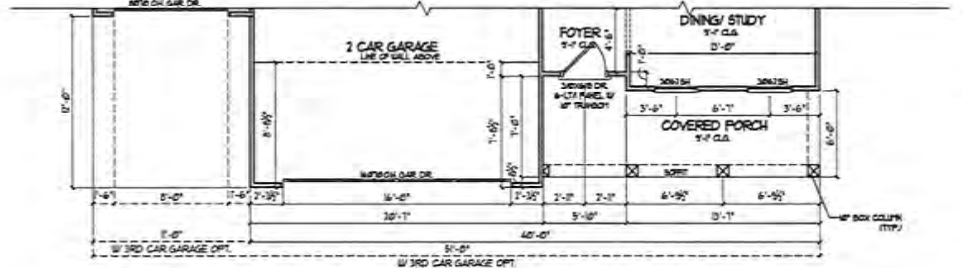
4 Front Elevation 'B' w/ 3rd Car Garage Opt. - Side entry  
 ALL SCALE: 1/4" = 1'-0"



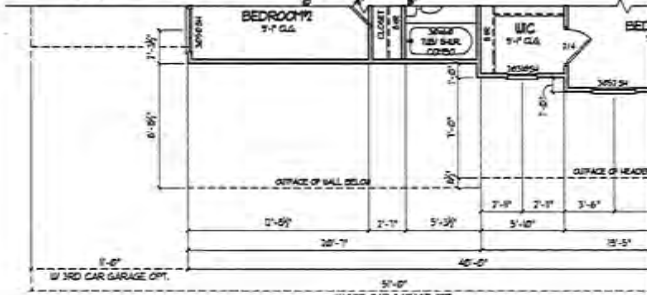
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 ALL SCALE: 1/4" = 1'-0"



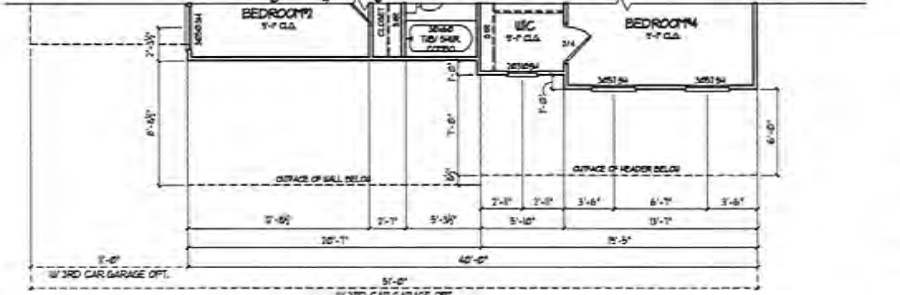
5 1st Floor Plan Elevation 'B'  
 ALL SCALE: 1/4" = 1'-0"



2 1st Floor Plan Elevation 'B'  
 ALL SCALE: 1/4" = 1'-0"



6 2nd Floor Plan Elevation 'B'  
 ALL SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'B'  
 ALL SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**  
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 SUWANEE, GEORGIA 30024  
 P: viewpointdesign@gmail.com  
 PHONE: (404) 518-0936

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PROJECT NAME: **THE FARMINGTON GEORGIA ESTATES**

CLIENT: **SOUTHERN HERITAGE**  
 370 BRIDGTON RD., SUWANEE, GA 30024

PROJECT TITLE: **ELEVATION 'B' W/ GARAGE OPT**

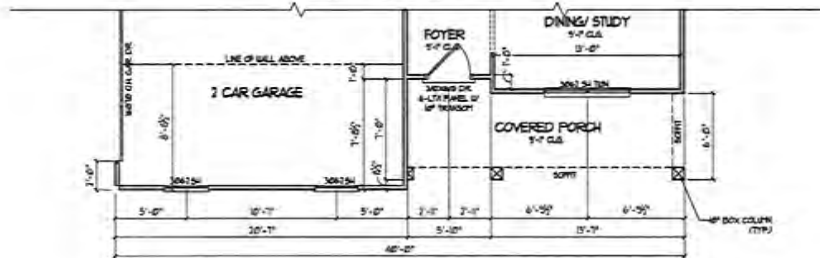
DATE: 5/20/2022  
 DRAWN BY: AS NOTED  
 CHECKED BY: GC  
 JOB NO: 2022-1001

SCALE: **A1.2.1**

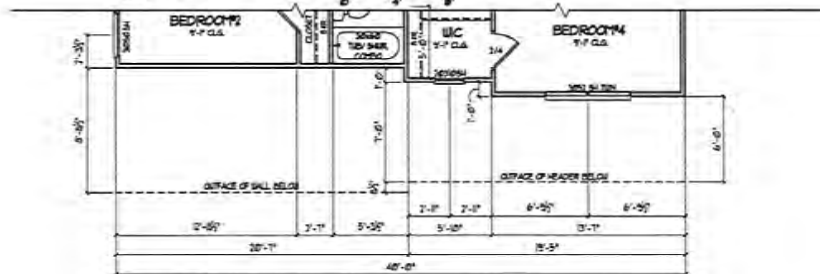
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1 Front Elevation 'C'  
SCALE: 1/4" = 1'-0"



2 1st Floor Plan Elevation 'C'  
SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'C'  
SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

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**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 gv.viewpointdesign@gmail.com  
 PHONE (404) 518-0956

CONTRACTOR: THE FARMINGTON GEORGIA ESTATES, LLC  
 370 BRADDON RD., SUWANEE, GA 30024  
 (404) 518-0956  
 THE FARMINGTON GEORGIA ESTATES, LLC  
 370 BRADDON RD., SUWANEE, GA 30024  
 (404) 518-0956

PROJECT NAME:  
**THE FARMINGTON**  
 GEORGIA ESTATES

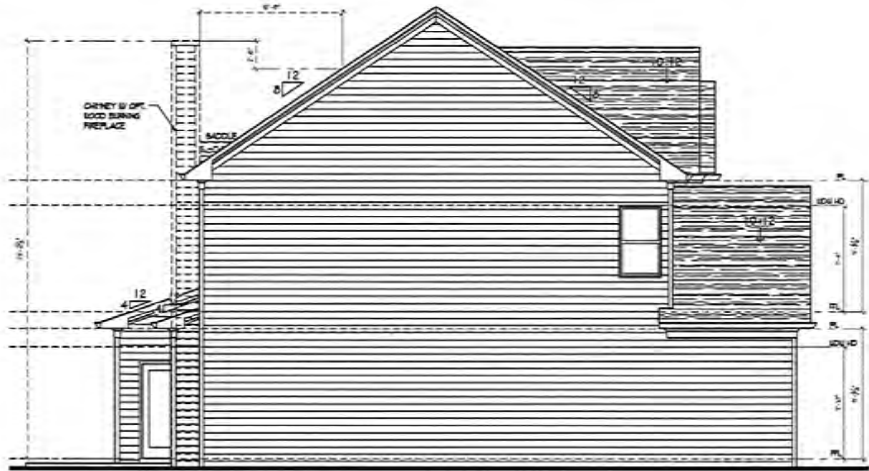
CLIENT: **THE FARMINGTON**  
 370 BRADDON RD.,  
 SUWANEE, GA 30024

SHEET TITLE:  
**ELEVATION 'C'  
 SIDE ENTRY**

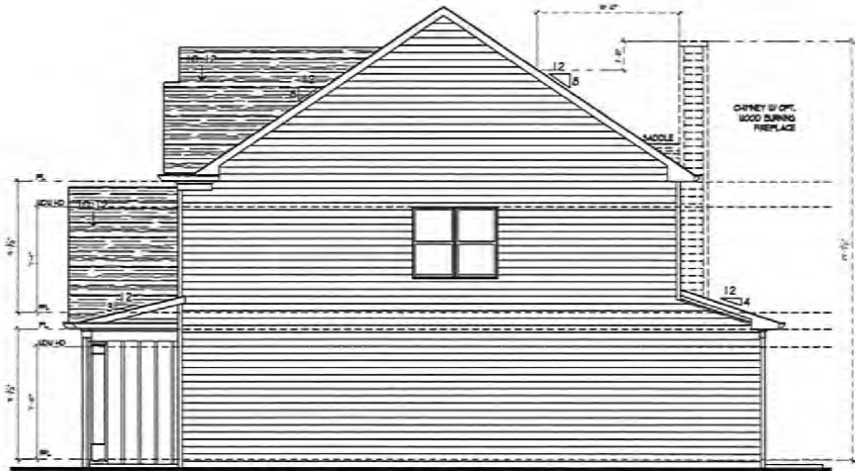
Date: 5/20/2022  
 Scale: AS NOTED  
 Drawn By: GC  
 Job No.: 2022 - 1001

Sheet No.: **A1.3**

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1 Left Side Elevation  
 A2.1 SCALE: 1/4" = 1'-0"  
 0 4' 8'



2 Right Side Elevation  
 A2.1 SCALE: 1/4" = 1'-0"  
 0 4' 8'



3 Rear Elevation - Standard  
 A2.1 SCALE: 1/4" = 1'-0"  
 0 4' 8'

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
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 SUWANEE, GEORGIA 30024  
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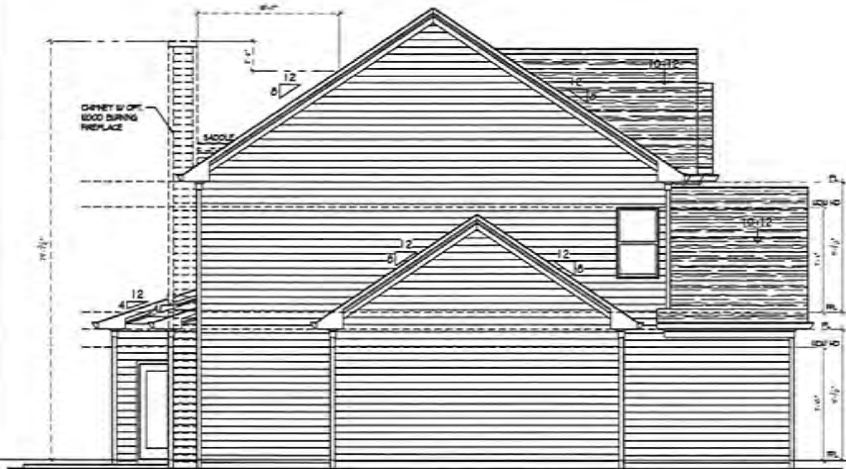
PROJECT NAME:  
**THE FARMINGTON**  
 GEORGIA ESTATES

CLIENT/OWNER:  
  
 SOUTHERN HERITAGE  
 HOMES  
 390 BROOKHOLM RD.,  
 SUWANEE, GA 30024

DRAWING TITLE:  
**SIDE & REAR ELEVATIONS**

Date: 6/20/2022  
 Scale: AS NOTED  
 Drawn By: CC  
 Job No.: 2022 - 1001  
 Check:

A2.1



3 Rear Elevation w/ 3rd Car Garage Opt.  
 A22 SCALE 1/4" = 1'-0"



4 Rear Elevation w/ Covered Porch & 3rd Car Garage Opt.  
 A23 SCALE 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
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 SUWANEE, GEORGIA 30024  
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PROJECT NAME:  
**THE FARMINGTON**  
 GEORGIA ESTATES

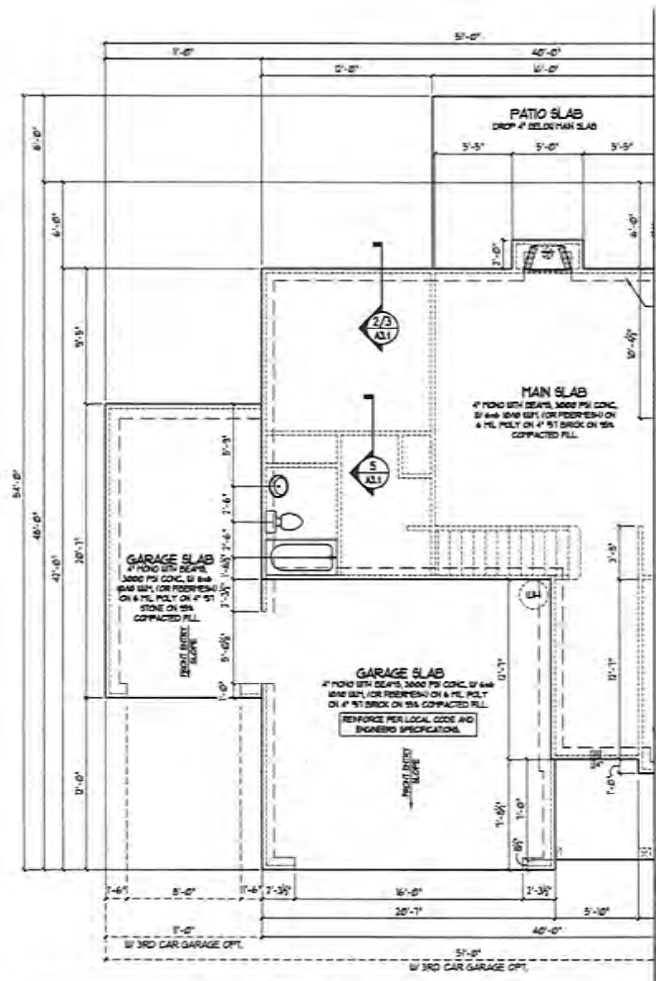
CLIENT: **BLAZER**  
 Southern Heritage  
 590 BROGDON RD.,  
 SUWANEE, GA 30024

SHEET TITLE:  
 SIDES & REAR W/  
 COV. PORCH OPT.

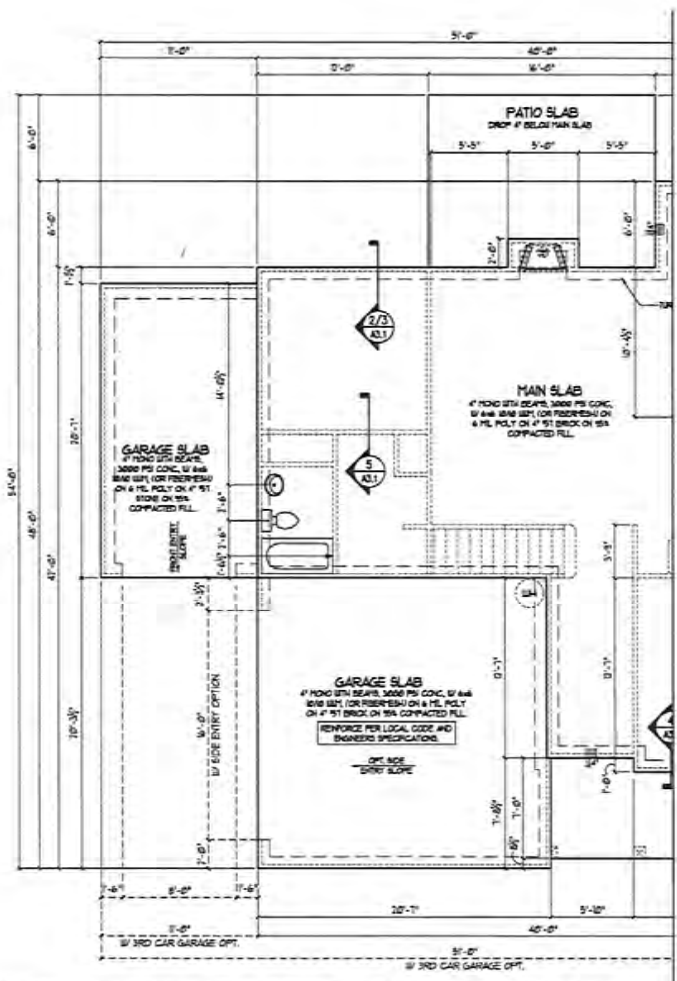
Date: 5/26/2022  
 Scale: AS NOTED  
 Drawn By: GC  
 Rev No: 2022 - 1001  
 Sheet:

A2.2

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1 Slab Foundation Plan w/ 3rd Car Garage Opt.-Front entry  
 A3.2 SCALE: 1/4" = 1'-0"



2 Slab Foundation Plan w/ 3rd Car Garage Opt.-Side entry  
 A3.2 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 E: [info@vpdesign.com](mailto:info@vpdesign.com)  
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PROJECT NAME:  
**THE FARMINGTON**  
 GEORGIA ESTATES

CLIENT BUILDER:  
  
 SOUTHERN HERITAGE HOMES  
 390 BRUDGTON RD.,  
 SUWANEE, GA 30024

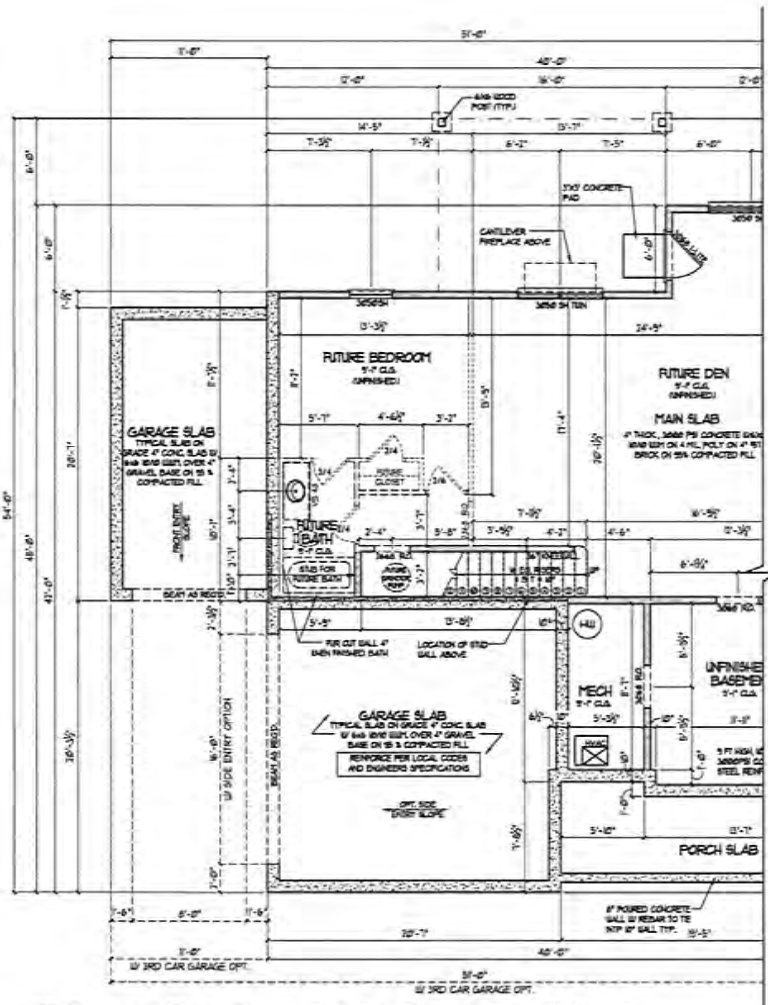
SHEET TITLE:  
**SLAB PLAN W/  
 GARAGE OPT.**

Date: 5/20/2022  
 Scale: AS NOTED  
 Drawn By: UC  
 Job No.: 2022 - 1001  
 Sheet:

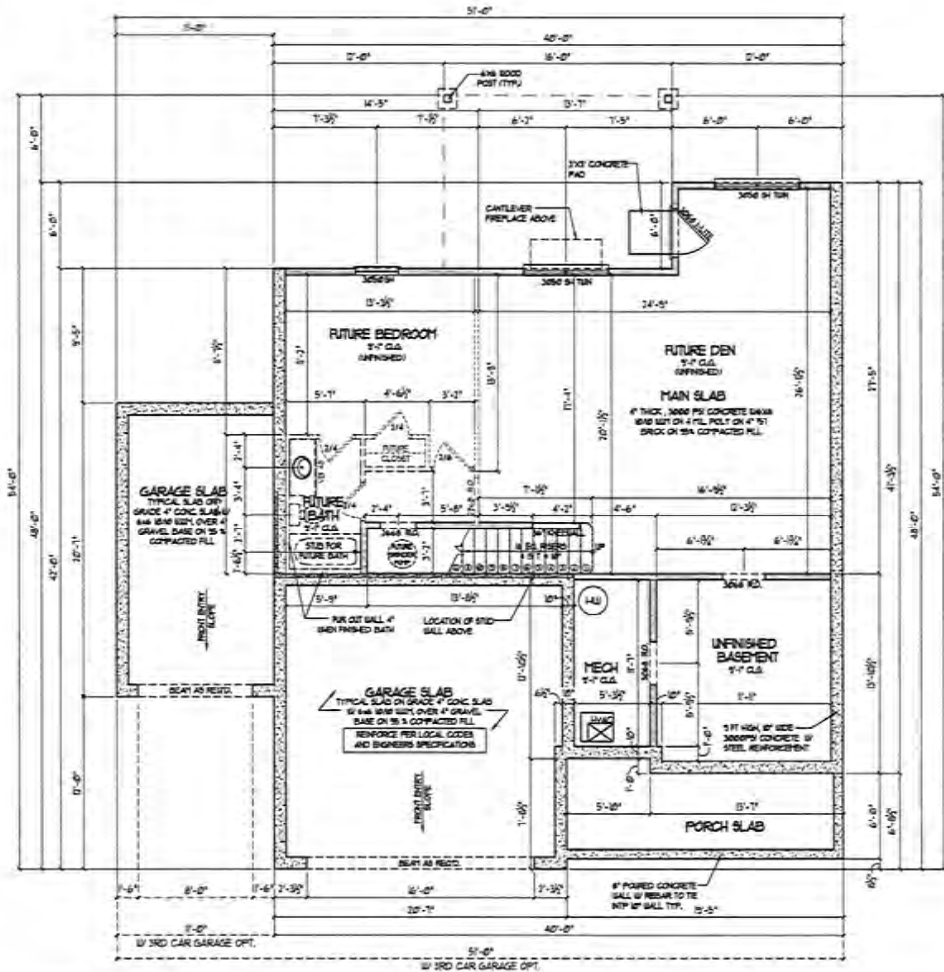
**A3.2**

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2 Basement Floor Plan w/ 3rd Car Garage Opt.-Side entry  
 A3.4 SCALE: 1/4" = 1'-0"



1 Basement Floor Plan w/ 3rd Car Garage Opt.-Front entry  
 A3.4 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30021  
 gvconceptdesign@gmail.com  
 PHONE: (404) 518-0956

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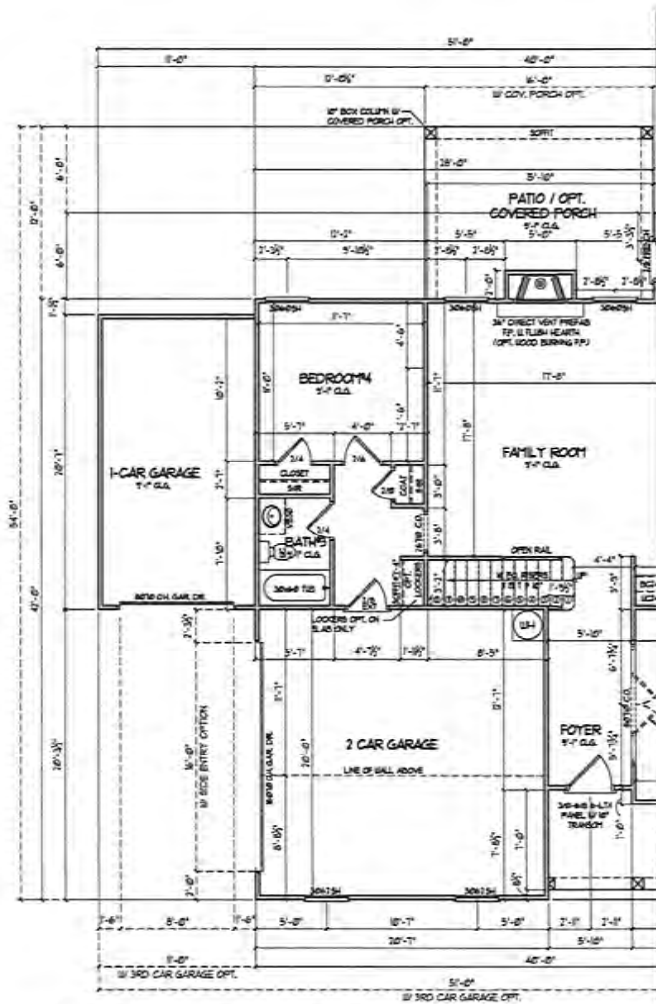
PROJECT NAME:  
**THE FARMINGTON**  
 GEORGIA ESTATES

CLIENT/BUILDER:  
**SOUTHERN FARMING**  
 390 BROUDON RD.  
 SUWANEE, GA 30021

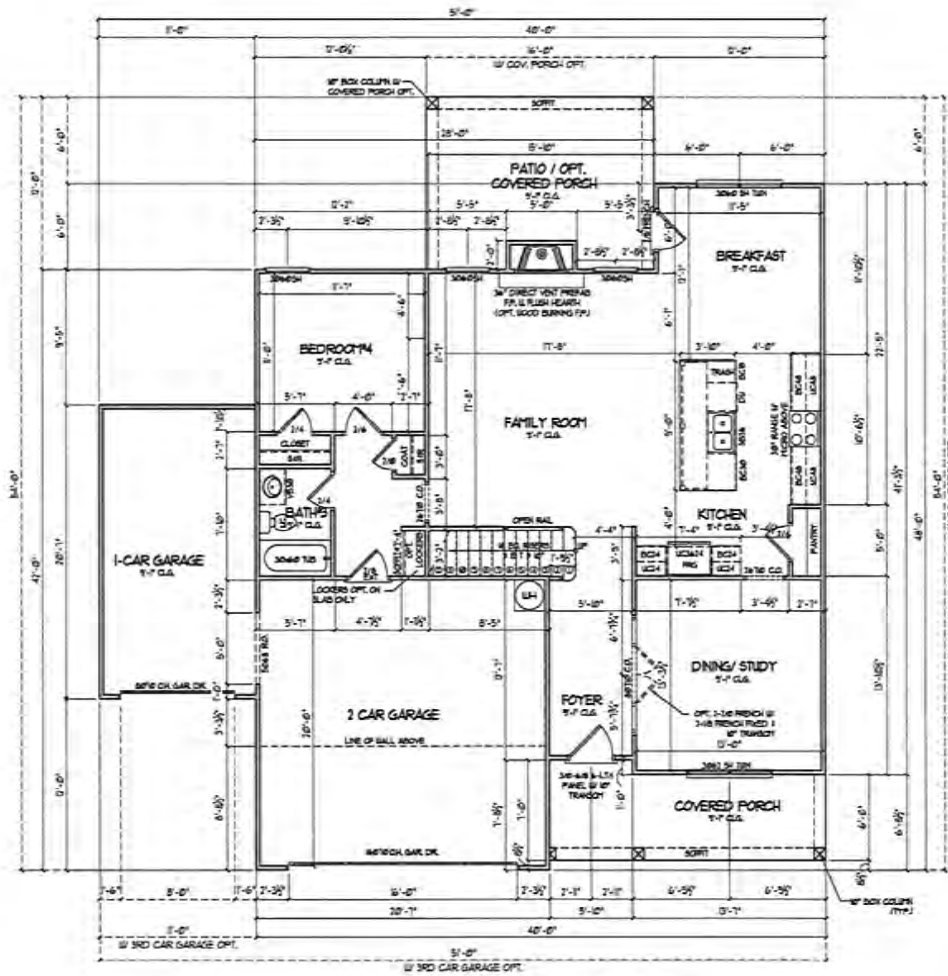
SHEET TITLE:  
**BASEMENT PLAN W/ GARAGE OPT**

Date	5/20/2022
Scale	AS NOTED
Drawn By	GC
Job No.	2022-1001
Sheet	A3.4

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② 1st Floor Plan w/ 3rd Car Garage Opt.-Side entry  
 A4.3 SCALE: 1/4" = 1'-0"



① 1st Floor Plan w/ 3rd Car Garage Opt.-Front entry  
 A4.3 SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE	
MAIN LEVEL	1125
UPPER LEVEL	1175
TOTAL HEATED	2300
1 CAR GARAGE	64
FRONT PORCH	10
TOTAL TRAYED	3665
OPT. COVERED PORCH	64
OPT. 3RD CAR GARAGE	216

NO.	DESCRIPTION	DATE

DESIGNER:  
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 484 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
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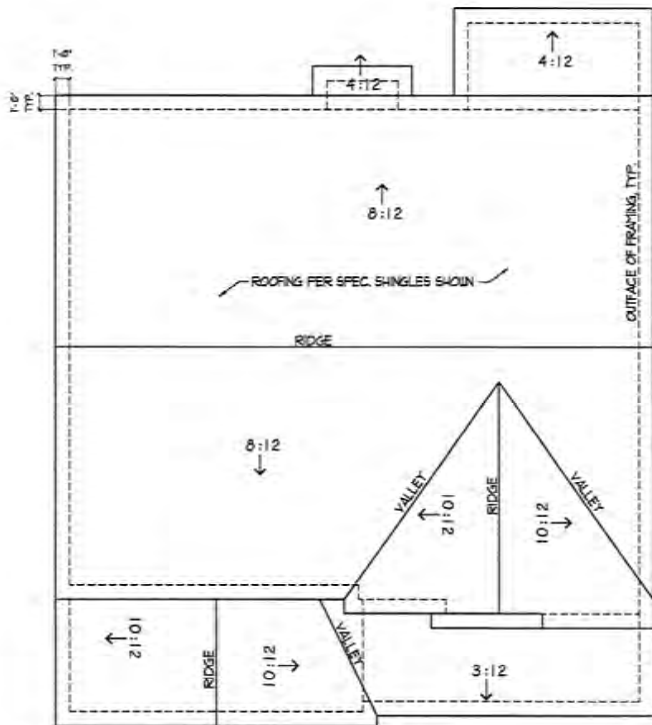
PROJECT NAME:  
**THE FARMINGTON**  
 GEORGIA ESTATES

CLIENT: **Summit Homes**  
 390 BRUGDON RD.,  
 SUWANEE, GA 30024

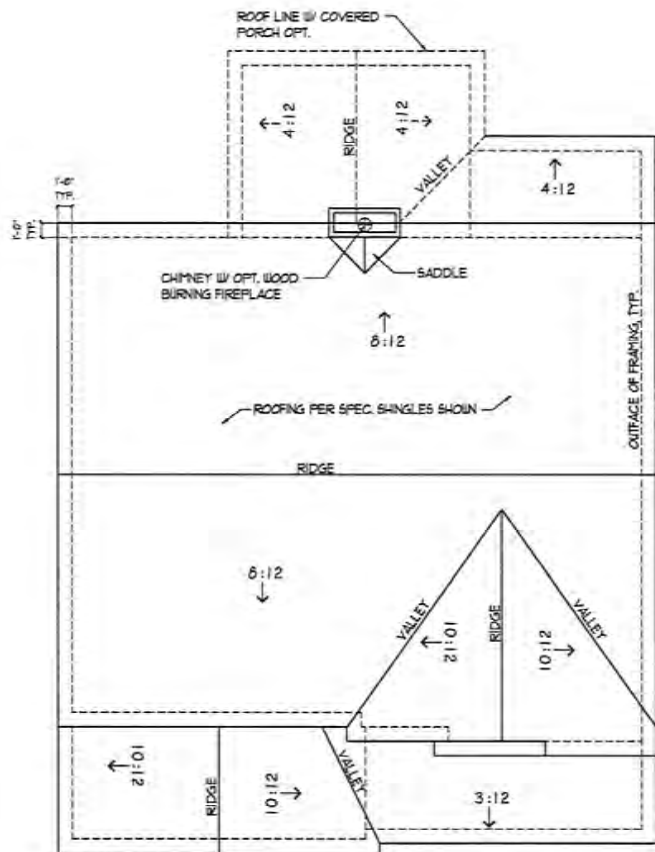
DATE: 5/20/2022  
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 CHECKED BY: JUC  
 SHEET NO.: 2022-1001

MAIN LEVEL PLAN  
 W/ 3RD CAR OPT.

A4.2



1 Roof Plan - Standard  
 (A6.1) SCALE: 1/4" = 1'-0"



2 Roof Plan w/ Opt. Covered Porch  
 (A6.1) SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

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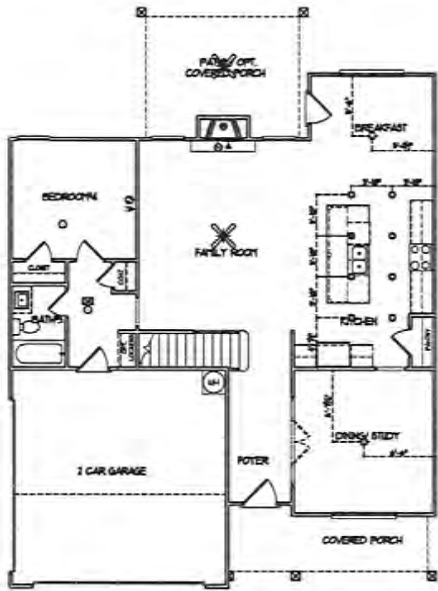
PROJECT NAME:  
**THE FARMINGTON**  
 GEORGIA ESTATES

CLIENT BUILDER:  
  
 390 BRIGDON RD.,  
 SUWANEE, GA 30024

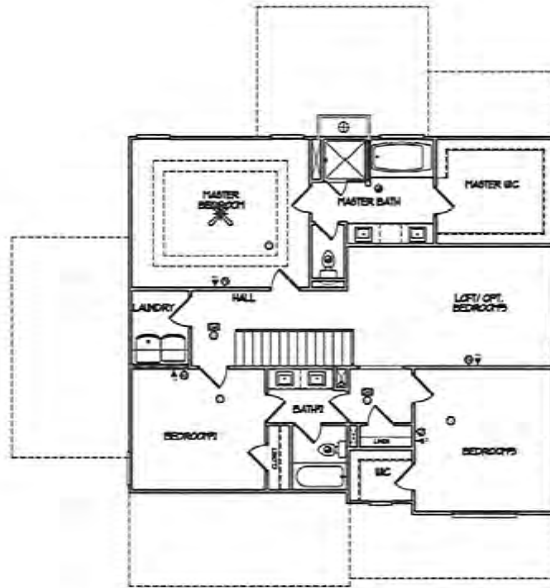
DRAWN TITLE:  
**ROOF PLANS**

Date: 5/20/2022  
 Scale: AS NOTED  
 Drawn By: GC  
 Job No.: 2022-1001  
 Sheet:

**A6.1**



1 Main Level Electrical  
NOT TO SCALE



2 Upper Level Electrical  
NOT TO SCALE

ELECTRICAL LEGEND			
—PC	One Line	⊕	Recessed Ceiling Light
—W	Cold Water	⊕	Flushed Light
—E	Electrical Panel	⊕	Wall Mounted Light
—H	Electrical Meter	⊕	Wall Scones
⊖	Disconnect Switch	—	Fluorescent Light w/1 Ball
S	Switch	—	Fluorescent Light w/2 Ball
3	3-Way Switch	⊕	Vapor Protected Light
4	4-Way Switch	⊕	Exhaust Fan
⊕	Dimmer Switch	⊕	Exhaust Fan w/Light
⊕	Button	⊕	Exhaust Fan w/Reset Light
⊕	Dryer Outlet	⊕	Smoke Detector
⊕	Garbage Outlet	⊕	Carbon Monoxide Detector
⊕	Sealed Duplex Outlet	⊕	Thermostat
FLOOR	Floor Outlet	⊕	Direct Wire
⊕	OT Outlet	⊕	Phone Jack
⊕	Water Proof OT Outlet	⊕	Media Jack
⊕	Calling Mounted Outlet	⊕	Door TV Outlet
⊕	220V Outlet	⊕	Door Chimes
⊕	Calling Mounted Light	⊕	Security Panel
⊕	Hanging Calling Mounted Light	⊕	Fixed Light
⊕	Calling Fan	⊕	Calling Fan w/Light

NO.	DESCRIPTION	DATE

DESIGNER:  
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 SUWANEE, GEORGIA 30024  
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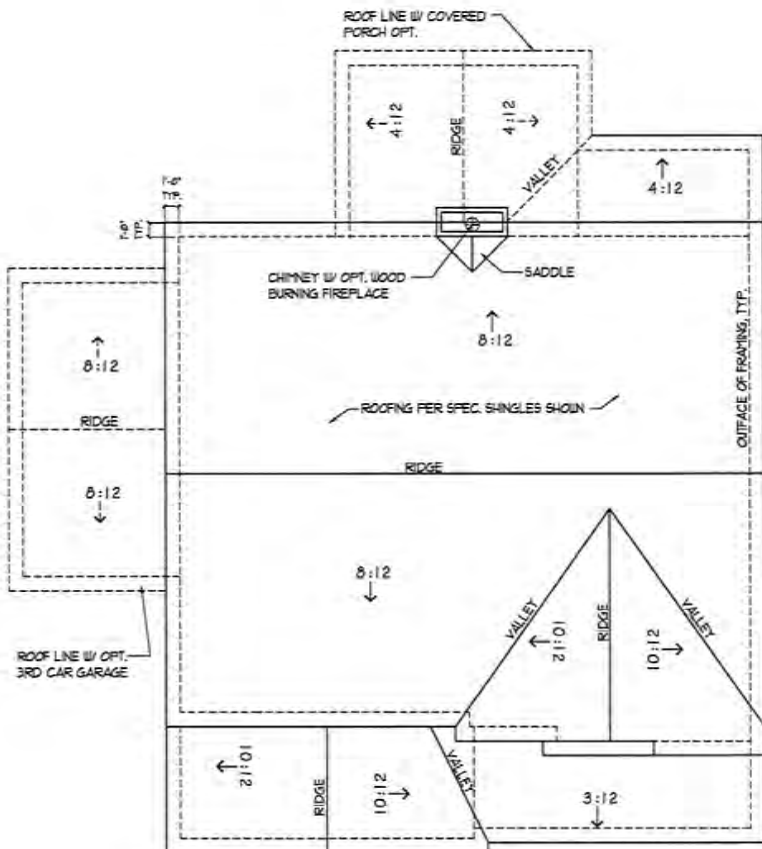
PROJECT NAME:  
**THE FARMINGTON**  
 GEORGIA ESTATES

CLIENT/BUILDER:  
**Southern Heritage**  
 390 BROGDON RD.,  
 SUWANEE, GA 30024

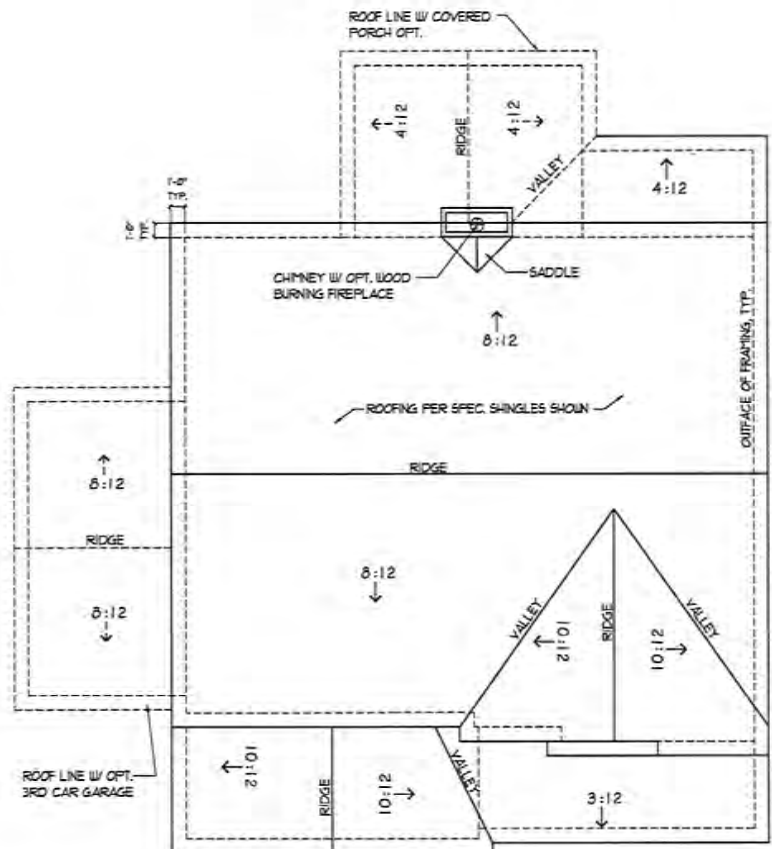
DATE/TITLE:  
**ELECTRICAL PLANS**

DATE: 5/20/2022  
 SCALE: AS NOTED  
 DRAWN BY: GC  
 SHEET NO.: 2022 - 1001  
 SHEET: **A7.1**

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2 Roof Plan w/ 3rd Car Garage Opt - Side Entry  
 SCALE: 1/4" = 1'-0"



1 Roof Plan w/ 3rd Car Garage Opt - Front Entry  
 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
 4881 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 gv-viewpointdesign@gmail.com  
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PROJECT NAME:  
**THE FARMINGTON**  
 GEORGIA ESTATES

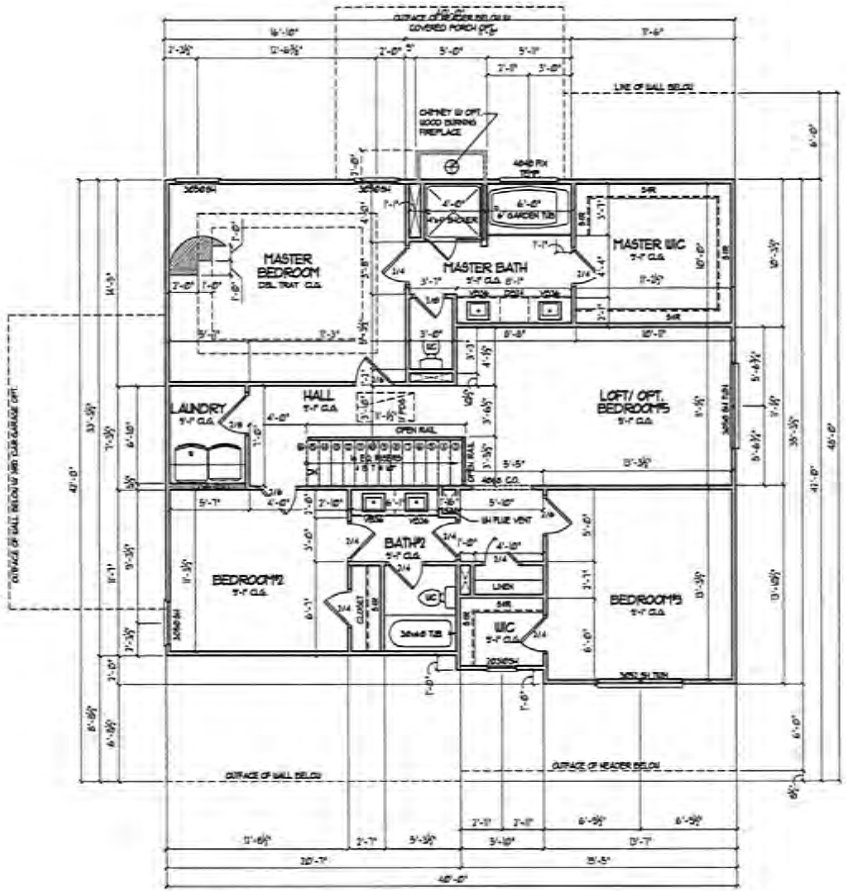
CLIENT/SUBJECT  
  
 SOUTHERN HERITAGE HOMES  
 150 BROGDON RD.,  
 SUWANEE, GA 30024

DRAWING TITLE  
**ROOF PLANS W/ OPTIONS**

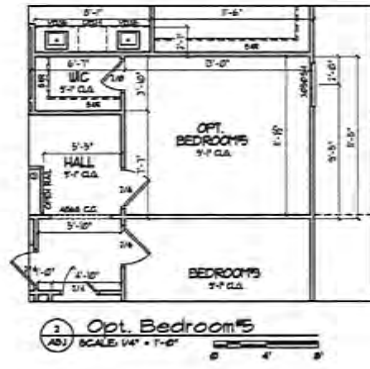
Date	5/20/2022
Scale	AS NOTED
Drawn By	GC
Job No.	2022 - 1001
Sheet	

**A6.2**

SQUARE FOOTAGE	
MAIN LEVEL	1200
UPPER LEVEL	1172
TOTAL HEATED	2372
1 CAR GARAGE	464
FRONT PORCH	87
TOTAL HEATED	1,864
OPT. COVERED PORCH	144
OPT. 2ND CAR GARAGE	224

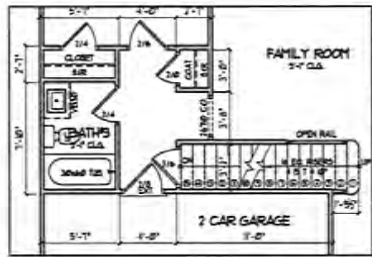


1 2nd Floor Plan  
 A5.1 SCALE: 1/4" = 1'-0"

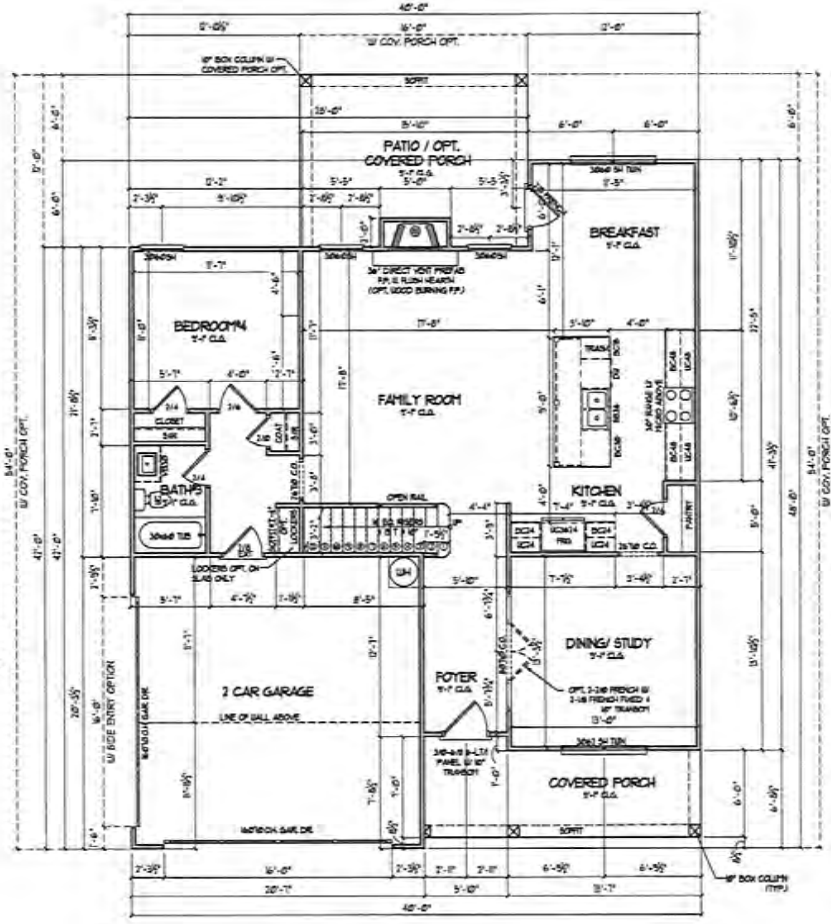


2 Opt. Bedroom 5  
 A5.2 SCALE: 1/4" = 1'-0"

DESIGNER:	<b>VIEWPOINT DESIGN</b>	
	4841 BELLE ESTATES RD. SUWANEE, GEORGIA 30024 gc.viewpointdesign@gmail.com PHONE: (404) 518-0956	
PROJECT NAME:	<b>THE FARMINGTON</b> GEORGIA ESTATES	
CLIENT/BUILDER:	SOUTHERN HERITAGE 390 BRIGDON AD., SUWANEE, GA. 30024	
DATE:	5/20/2022	
NO.	AS NOTED	
DESCRIPTION:	GC	
DATE:	2022 - 1001	
NO.	A5.1	



3 Stairs on Basement Condition  
A4.1 SCALE: 1/4" = 1'-0"



1 1st Floor Plan  
A4.1 SCALE: 1/4" = 1'-0"

	SQUARE FOOTAGE
MAIN LEVEL	3520
REAR P.C.A.	1372
TOTAL COVERED	3248
2 CAR GARAGE	496
FRONT PORCH	30
TOTAL UNCOVERED	3248
OPT. COVERED PORCH	164
OPT. 3RD CAR GARAGE	328

DESIGNER: **VIEWPOINT DESIGN**  
4841 BELLE ESTATES RD.  
SUWANEE, GEORGIA 30024  
viewpointdesign@gmail.com  
PHONE: (404) 518-0956

PROJECT NAME: **THE FARMINGTON**  
GEORGIA ESTATES

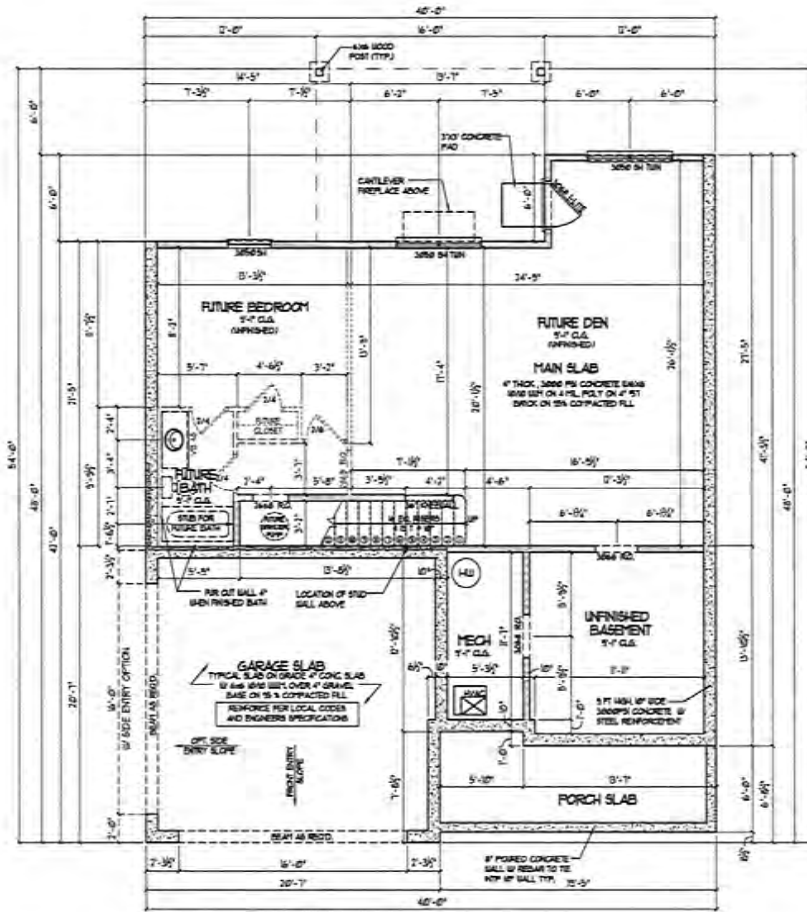
CLIENT/SUB: **SOUTHERN BEHRMANN**  
280 BRINDSON RD.,  
SUWANEE, GA 30024

SHEET TITLE: **MAIN LEVEL FLOOR PLAN**

Date: 5/20/2022  
Title: AS NOTED  
Drawn By: GC  
Job No.: 2022-1091  
Drawn: **A4.1**

NO.	DESCRIPTION	DATE

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1 Basement Floor Plan  
 A3.3 SCALE: 1/4" = 1'-0"

- NOTE: ALL INTERIOR BEARING WALLS ARE 24" STEEL #4 OR 12" OC TYP. ALL HEADERS TO BE 24" UNLESS OTHERWISE NOTED.
- NOTE: HATCHED WALL INDICATES LOAD BEARING WALL. DASHED WALL INDICATES FUTURE DEN WALL. 12" OC GRADE BEAM UNDER ALL 24" INTERIOR BEARING WALLS.
- NOTE: SHOW DOOR LOCATION PER SITE CONDITIONS. SUPERINTENDENT TO VERIFY.
- NOTE: VERIFY IF FLOOR TRUSS PROVIDER ANY LOCATIONS FOR TACKLED SLABS PRIOR TO PLACEMENT OF CONCRETE SLAB.
- ALL DIMENSIONS ARE TO OUTSIDE OF FRAMING.

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 gc.viewpointdesign@gmail.com  
 PHONE: (404) 518-0956

CONTRACT NO. 2022-1001  
 PROJECT NAME:  
**THE FARMINGTON**  
 GEORGIA ESTATES

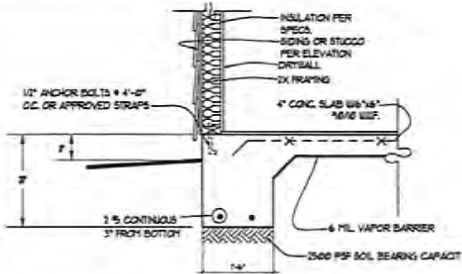
CLIENT: SOUTHERN HERITAGE  
 350 BRUGDON RD.,  
 SUWANEE, GA 30024

PROJECT TITLE:  
**BASEMENT PLAN**

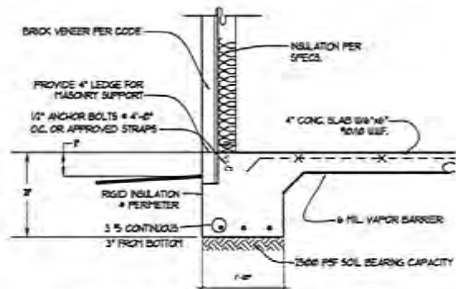
Date: 5/20/2022  
 Title: AS NOTED  
 Drawn By: UC  
 Job No.: 2022 - 1001  
 Sheet: **A3.3**

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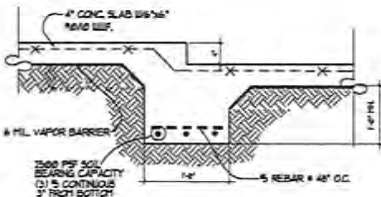




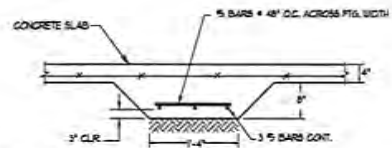
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SCALE: 1/8\"/>



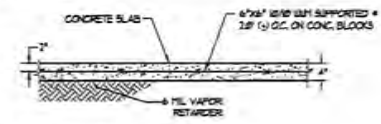
2 TURNDOWN SLAB SECTION W/ BRICK VENEER  
SCALE: 1/8\"/>



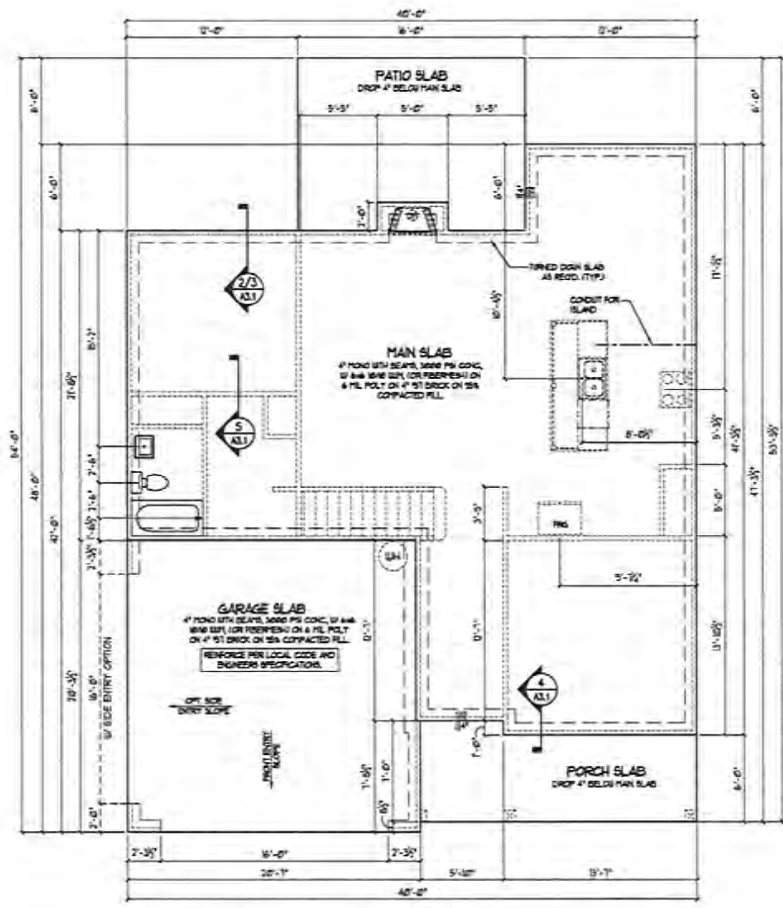
3 STEPPED SLAB SECTION  
SCALE: 1/8\"/>



4 INTERIOR GRADE BEAM  
SCALE: 1/8\"/>



5 TYPICAL SLAB ON GRADE  
SCALE: 1/8\"/>



1 Slab Foundation Plan  
SCALE: 1/4\"/>

NOTE:  
VERIFY W/ FLOOR TEAM PROVIDER ANY LOCATIONS FOR TPOING SLABS PRIOR TO PLACEMENT OF CONCRETE SLAB.  
VERIFY ALL GRADE BEAM LOCATIONS PRIOR TO POURING OF CONCRETE.  
NOTE: LOCATE GRADE BEAMS FROM ALL LOAD BEARING WALLS.

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
4841 BELLE ESTATES RD.  
SUWANEE, GEORGIA 30024  
P: 404.271.8888  
F: 404.271.8889  
www.viewpointdesign.com  
PHONE: (404) 518-0936

OWNER:  
THE FARMINGTON GEORGIA ESTATES

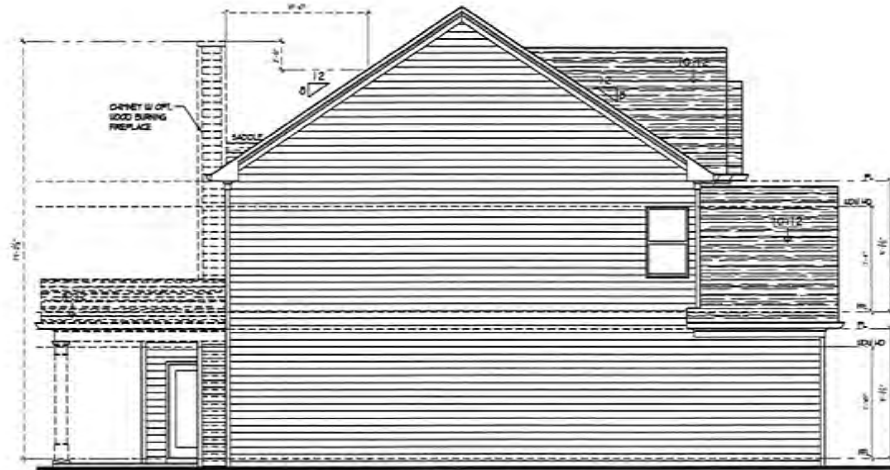
PROJECT NAME:  
**THE FARMINGTON GEORGIA ESTATES**

CLIENT/BUILDER:  
**SOUTHERN PREMIER**  
1101 N. ...  
390 BROGDON RD.,  
SUWANEE, GA 30024

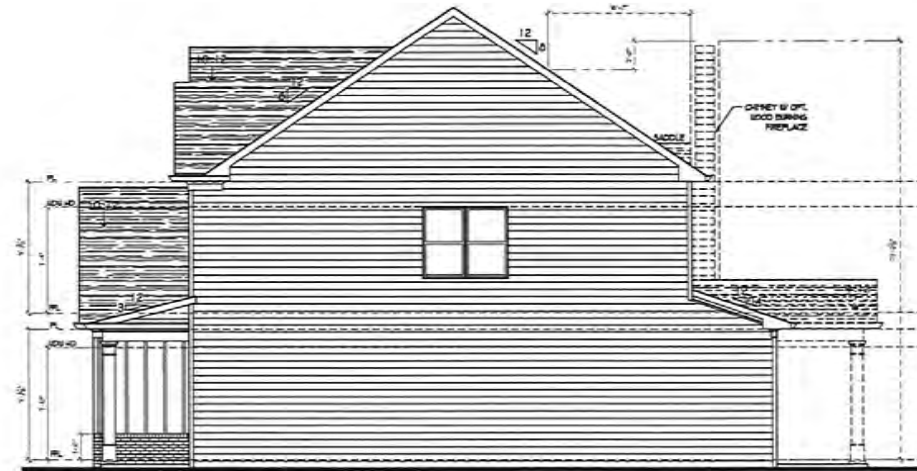
SLAB PLAN

Date: 3/20/2022  
Scale: AS NOTED  
Drawn By: GC  
Add No: 2022 - 1001

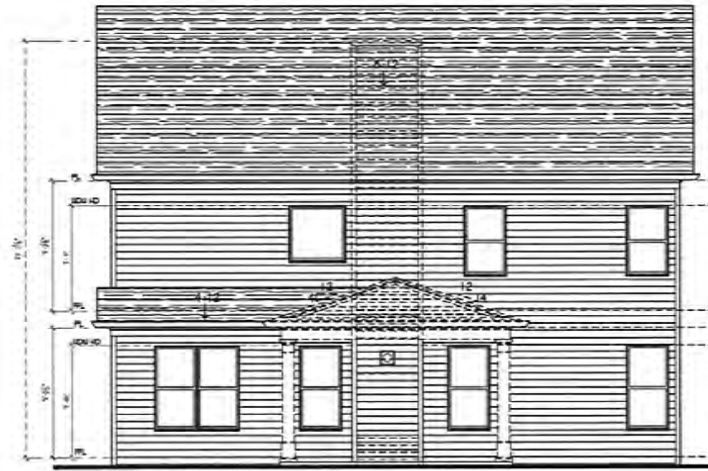
**A3.1**



1 Left Side Elevation w/ Covered Porch Opt.  
A2.2 SCALE: 1/4" = 1'-0"



2 Right Side Elevation w/ Covered Porch Opt.  
A2.2 SCALE: 1/4" = 1'-0"



3 Rear Elevation w/ Opt. Covered Porch  
A2.2 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

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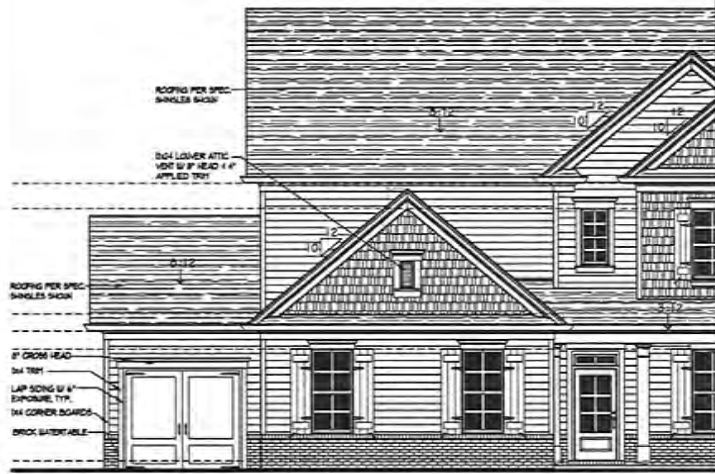
CLIENT BUILDER:  
  
**SOUTHERN HERITAGE**  
 190 BRIDGTON RT.,  
 SUWANEE, GA 30024

SHEET TITLE:  
**SIDES & REAR W/  
 COV. PORCH OPT.**

Date: 5/20/2022  
 Scale: AS NOTED  
 Drawn By: GC  
 Job No: 2022 - 1001

A2.2

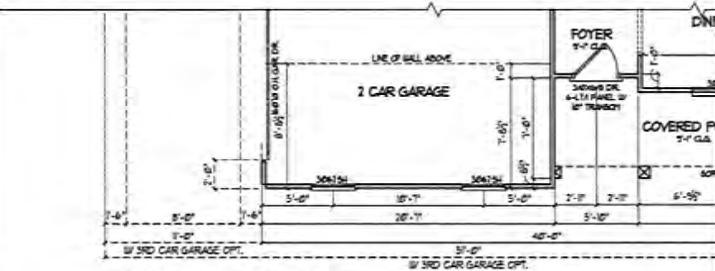
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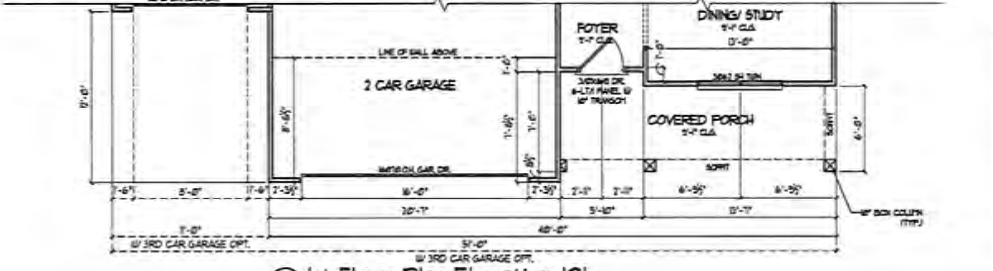
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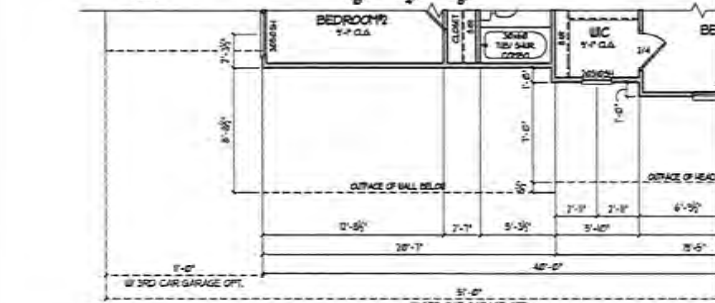
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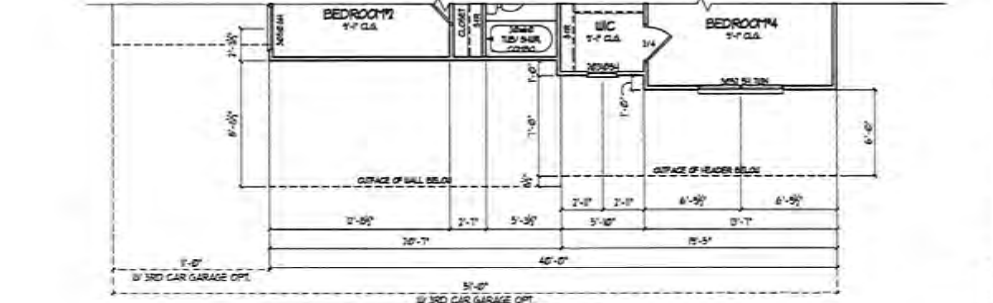
5 1st Floor Plan Elevation 'C'  
 (ALL) SCALE: 1/4" = 1'-0"



2 1st Floor Plan Elevation 'C'  
 (ALL) SCALE: 1/4" = 1'-0"



6 2nd Floor Plan Elevation 'C'  
 (ALL) SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'C'  
 (ALL) SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

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 SUWANEE, GEORGIA 30024  
 viewpointdesign@gmail.com  
 PHONE: (404) 518-4956

RENDERING: (404) 518-4956  
 THE FARMINGTON GEORGIA ESTATES

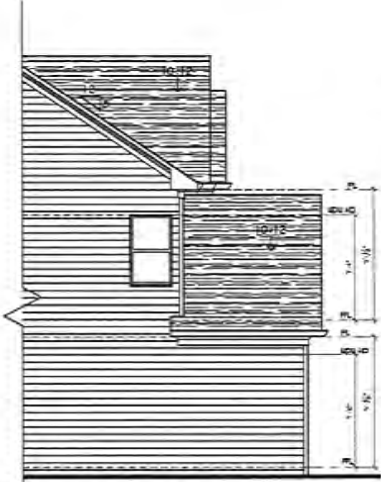
PROJECT NAME: **THE FARMINGTON GEORGIA ESTATES**

CLIENT: **SOUTHERN REFINANCE**  
 390 BRIDGEMAN BLDG., SUWANEE, GA 30024

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DATE: 5/20/2022  
 SCALE: AS NOTED  
 DRAWN BY: GC  
 JOB NO.: 2022-1001

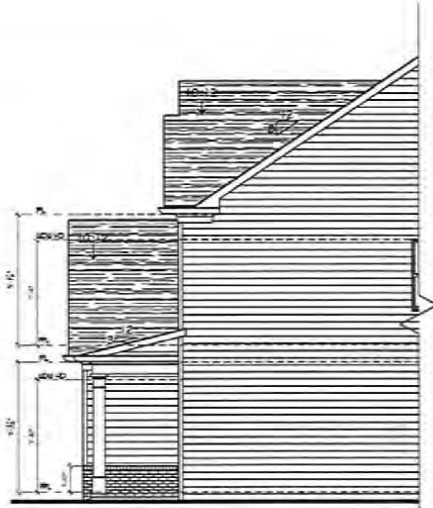
A1.3.1



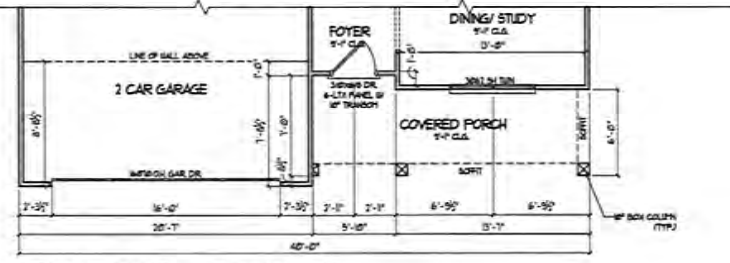
4 Left Side Elevation 'C'  
 ALL SCALE: 1/4" = 1'-0"  
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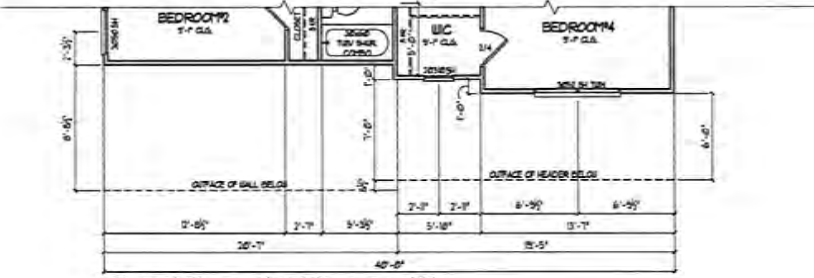
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 ALL SCALE: 1/4" = 1'-0"  
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3 Right Side Elevation 'C'  
 ALL SCALE: 1/4" = 1'-0"  
 0 4 8



2 1st Floor Plan Elevation 'C'  
 ALL SCALE: 1/4" = 1'-0"  
 0 4 8



3 2nd Floor Plan Elevation 'C'  
 ALL SCALE: 1/4" = 1'-0"  
 0 4 8

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
 4881 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 pc@viewpointdesign.com  
 PHONE (404) 518-0956

PROJECT NAME:  
**THE FARMINGTON**  
 GEORGIA ESTATES

CLIENT/BUILDER:  
**Southern Package**  
 310 BRIGDON RD.,  
 SUWANEE, GA 30024

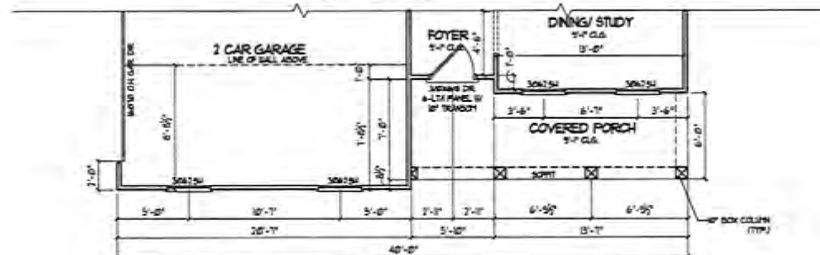
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**ELEVATION 'C' FRONT ENTRY**

Date: 5/20/2022  
 Code: AS NOTED  
 Drawn By: GC  
 Job No: 2022 - 1001  
 Sheet:

**A1.3**



1 Front Elevation 'B'  
 A1.2 SCALE: 1/4" = 1'-0"



2 1st Floor Plan Elevation 'B'  
 A1.2 SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'B'  
 A1.2 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
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 SUWANEE, GEORGIA 30024  
 pc@viewpointdesign@gmail.com  
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**THE FARMINGTON**  
 GEORGIA ESTATES

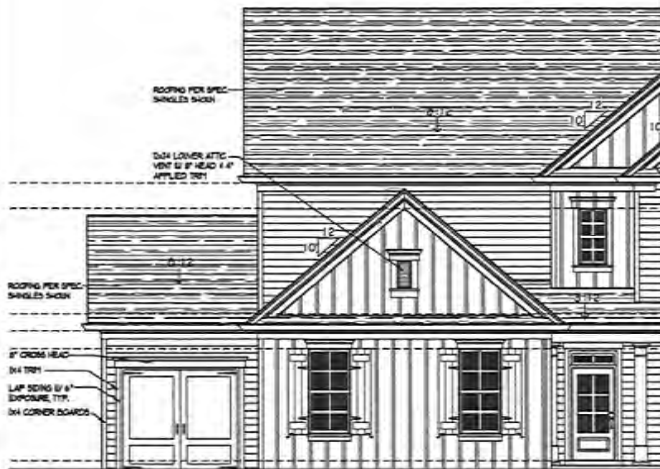
CLIENT/BUILDER:  
**SOUTHERN HERITAGE**  
 290 BROOKDON RD.,  
 SUWANEE, GA 30024

DRAWING TITLE:  
**ELEVATION 'B'  
 SIDE ENTRY**

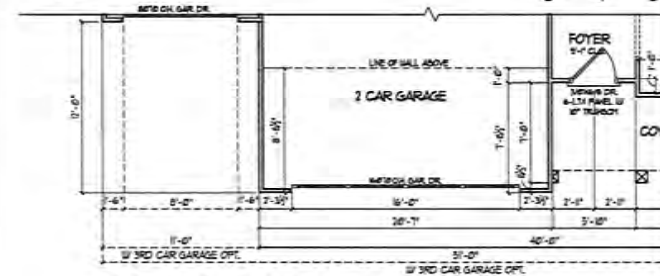
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Scale:	AS NOTED
Drawn By:	GC
Job No.:	2022 - 1001

Sheet:  
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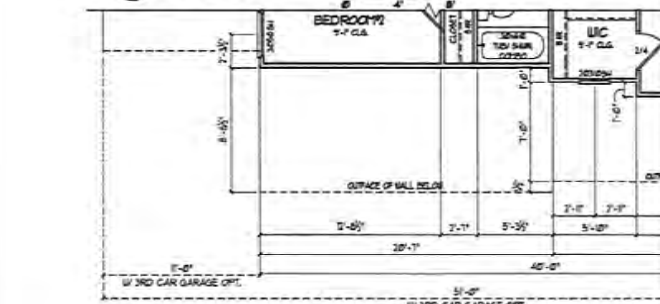
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4 Front Elevation 'A' w/ 3rd Car Garage Opt.-Side entry  
 ALL SCALE: 1/4" = 1'-0"



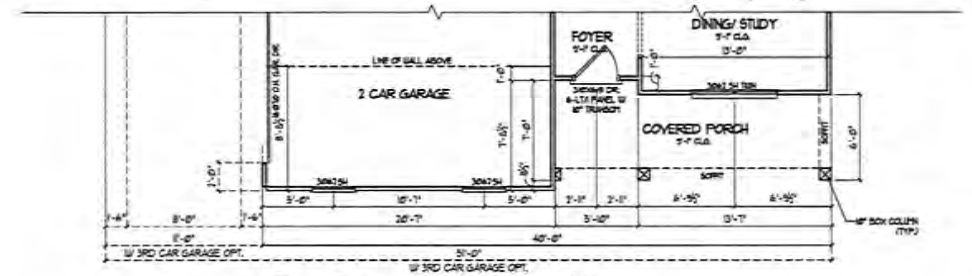
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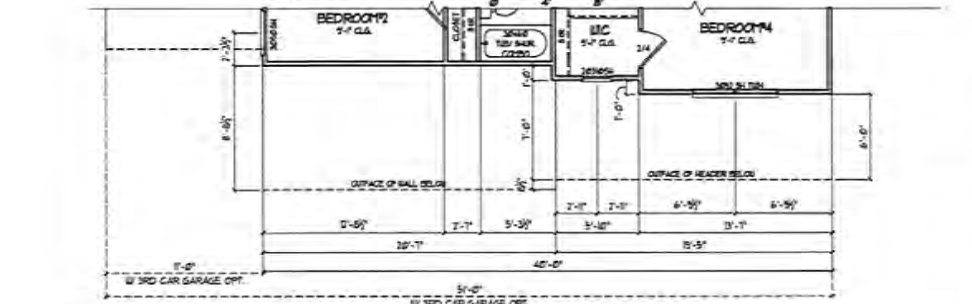
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 ALL SCALE: 1/4" = 1'-0"



1 Front Elevation 'A' w/ 3rd Car Garage Opt.-Front entry  
 ALL SCALE: 1/4" = 1'-0"



2 1st Floor Plan Elevation 'A'  
 ALL SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'A'  
 ALL SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.,  
 SUWANEE, GEORGIA 30024  
 gv.viewpointdesign@gmail.com  
 PHONE: (404) 518-0956

PROJECT NAME: **THE FARMINGTON**  
 GEORGIA ESTATES

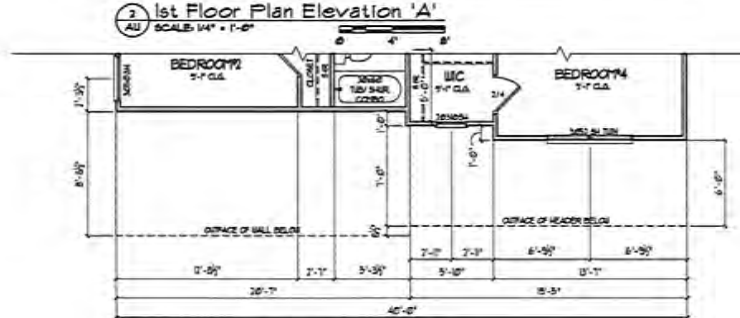
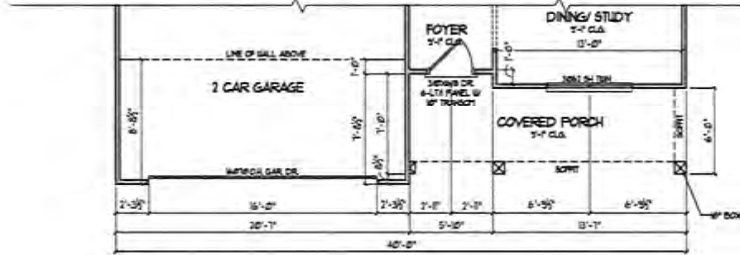
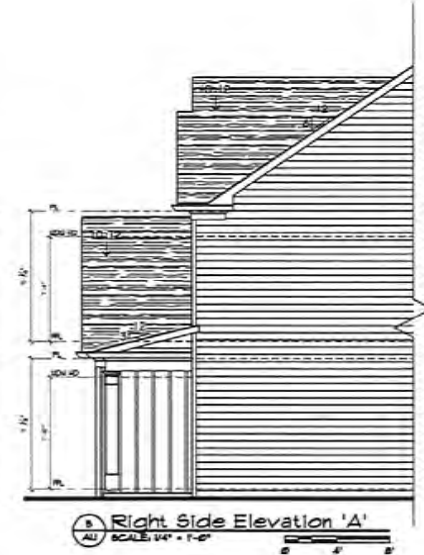
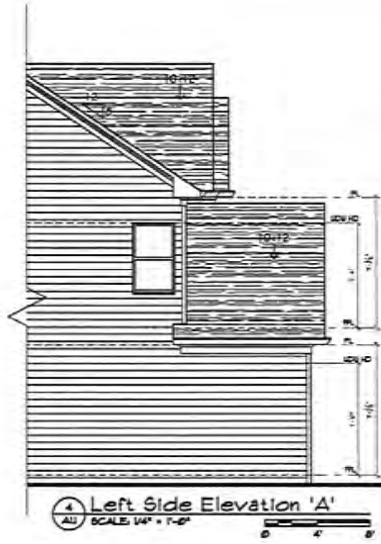
CLIENT/BUILDER: **Southern Habitat**  
 390 BRIGGS RD.,  
 SUWANEE, GA 30024

SHEET TITLE: **ELEVATION 'A' W/GARAGE OPT**

Date: 5/20/2022  
 Scale: AS NOTED  
 Drawn By: GC  
 Job No.: 2022-1001

Sheet No.: **A1.1.1**

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DESIGNER:	VIEWPOINT DESIGN
PROJECT NAME:	THE FARMINGTON GEORGIA ESTATES
CLIENT:	SOUTHERN HERITAGE
SHEET TITLE:	ELEVATION 'A' FRONT ENTRY
DATE:	5/20/2022
SCALE:	AS NOTED
DRAWN BY:	GC
JOB NO.:	2022-1001
DATE:	5/20/2022

DESIGNER: **VIEWPOINT DESIGN**  
4841 BELLE ESTATES RD.  
SUWANEE, GEORGIA 30024  
gc.viewpointdesign@gmail.com  
PHONE: (404) 518-0956

PROJECT NAME: **THE FARMINGTON GEORGIA ESTATES**

CLIENT: **SOUTHERN HERITAGE**  
390 BRUGDON RD.,  
SUWANEE, GA 30024

SHEET TITLE: **ELEVATION 'A' FRONT ENTRY**

DATE: 5/20/2022  
SCALE: AS NOTED  
DRAWN BY: GC  
JOB NO.: 2022-1001

**A1.1**

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# THE LAKEHURST

## GEORGIA ESTATES



ELEVATION A



ELEVATION B



ELEVATION C

### BUILDING CODE ANALYSIS

**USE GROUP:** SINGLE FAMILY DWELLING  
**CONSTRUCTION CLASS:** UNPROTECTED  
**HEIGHT & AREA LIMITATION:** 1 STORY MAXIMUM HGT. 35 FT. EGRESS OR RESCUE WINDOWS FROM SLEEPING ROOMS SHALL HAVE A MINIMUM OF 5.7 SQ. FT.  
**EMERGENCY ESCAPE:** 107 GYPSUM BO. WALL & CEILING W/ 20 MINUTE GARAGE/ HOUSE DOOR  
**GARAGE (HOUSE CEILING/ HOUSE ASSEMBLY):** 107 GYPSUM BO. WALL & CEILING W/ 20 MINUTE GARAGE/ HOUSE DOOR  
**DECK LOADS:** LIVE LOAD: SLEEPING + 30 PSF NON-SLEEPING + 40 PSF DECKS + 40 PSF DEAD LOAD + 10 PSF BASIC WIND SPEED + 60 MPH STAIR LOAD + 40 PSF ROOF LIVE LOAD + 20 PSF LATERAL SOIL PRESSURE + 30 PCF (ASSUMED)  
**ATTIC VENTILATION (EXAMPLE):** 3368 SF / 300 = 11.23 SF FREE AREA REQ'D RIDGE VENT + 20 LF X 200 FREE AREA/LF + 331 SF, PROVIDED SORFTY VENT + 54 LF X 245 FREE AREA/LF + 243 SF, PROVIDED

NOTE: VERIFY ALL APPLICABLE BUILDING CODES WITH STATE AND LOCAL JURISDICTION PRIOR TO CONSTRUCTION.



### DRAWING INDEX

- C0.0 COVER SHEET
- A1 ELEVATION A - FRONT LOAD GARAGE
- A1.1 ELEVATION A' - SIDE LOAD GARAGE
- A1.2 ELEVATION B' - FRONT LOAD GARAGE
- A1.3 ELEVATION B' - SIDE LOAD GARAGE
- A1.4 ELEVATION C - FRONT LOAD GARAGE
- A1.5 ELEVATION C - SIDE LOAD GARAGE
- A2 SIDES & REAR ELEVATIONS
- A2.1 SIDES & REAR ELEVATIONS W/ COVERED PORCH OPT.
- A2.2 LEFT SIDE ELEVATIONS W/ 3RD CAR GARAGE OPT.
- A2.3 REAR ELEVATIONS W/ 3RD CAR GARAGE OPT.
- A3 SLAB PLAN
- A3.1 SLAB PLAN W/ 3RD CAR GARAGE OPT.
- A3.2 BASEMENT PLAN
- A3.3 BASEMENT PLAN W/ 3RD CAR GARAGE OPT.
- A4 MAIN FLOOR PLAN
- A4.1 MAIN FLOOR PLAN W/ 3RD CAR GARAGE OPT.
- A5 UPPER FLOOR PLAN
- A5.1 UPPER FLOOR PLAN W/ 3RD CAR GARAGE OPT.
- A6 ROOF PLAN
- A6.1 ROOF PLAN W/ 3RD CAR GARAGE OPT.
- A6.2 ELECTRICAL PLAN

### FLOOR PLANS



### AREA CALCULATION

61' x 49'   
 50' x 49' 

	SQUARE FOOTAGE
MAIN LEVEL	1483
UPPER LEVEL	129
TOTAL HEATED	1612
3 CAR GARAGE	614
FRONT PORCH	84
UNHEATED ATTIC STORAGE	41
TOTAL TRAVED	1381
OPT. REAR COVERED PORCH	102
OPT. 3RD CAR GARAGE	216

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
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 SUWANEE, GEORGIA 30024  
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 PHONKE (404) 518-0956

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PROJECT NAME:  
**THE LAKEHURST**  
 GEORGIA ESTATES

CLIENT: SOUTHERN HOMES  
  
 390 BRUGDON RD.,  
 SUWANEE, GA 30024

SHEET TITLE:  
**COVER SHEET**

Date: 5/20/2022  
 Status: AS NOTED  
 Drawn by: GC  
 Job No.: 2022 - 1001  
 Date:

C0.0

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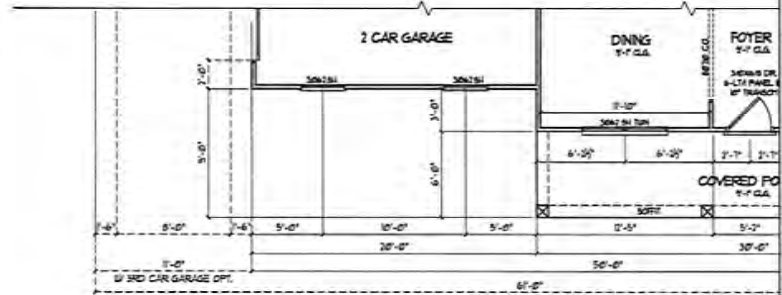




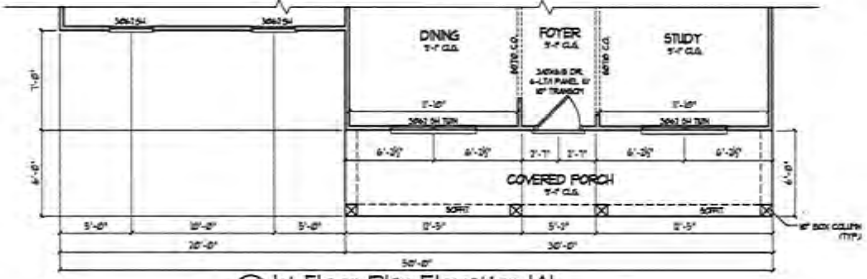
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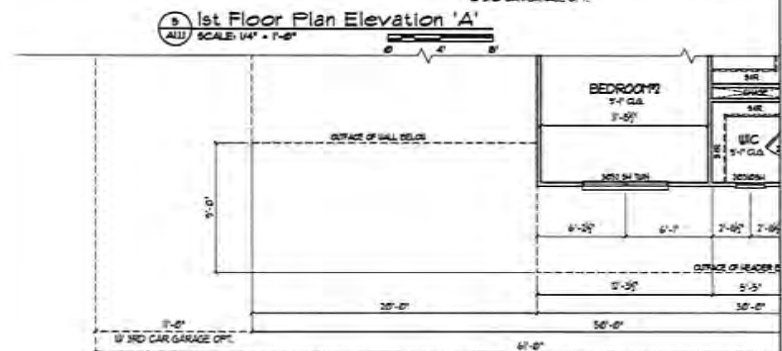
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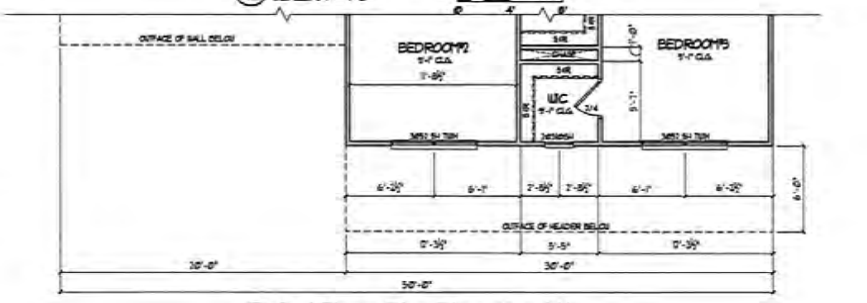
2 1st Floor Plan Elevation 'A'  
SCALE: 1/4" = 1'-0"



2 1st Floor Plan Elevation 'A'  
SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'A'  
SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'A'  
SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 gv.viewpointdesign@gmail.com  
 PHONE: (404) 518-0956

CLIENT: BUILDER  
**THE LAKEHURST**  
 GEORGIA ESTATES

CLIENT: BUILDER  
**SOUTHERN HERITAGE**  
 370 BRINDLETON RD.,  
 SUWANEE, GA 30024

SHEET TITLE  
**ELEVATION 'A'  
 SIDE ENTRY**

Date: 5/20/2022  
 Scale: AS NOTED  
 Drawn By: GC  
 Job No.: 2022 - 1001  
 Sheet:

**A1.1.1**

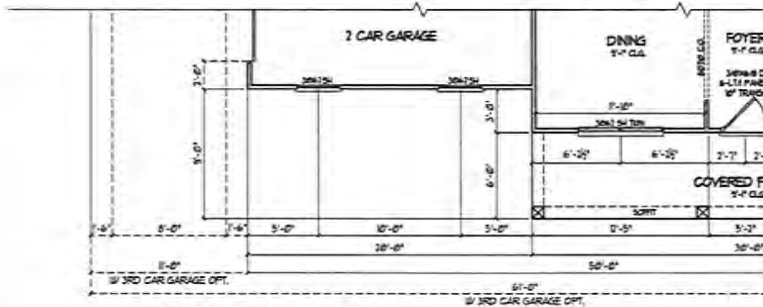
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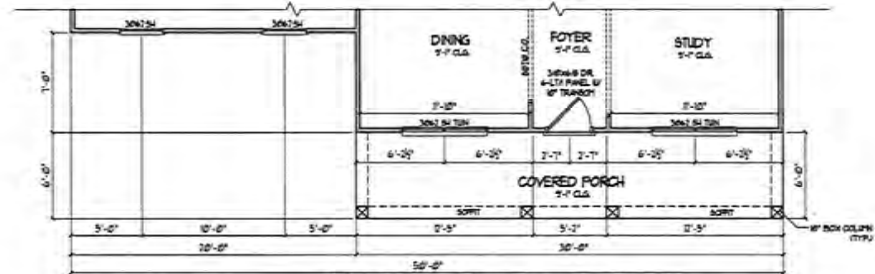
4 Front Elevation 'B' w/ 3rd Car Garage Opt.-Side Entry  
SCALE: 1/4" = 1'-0"



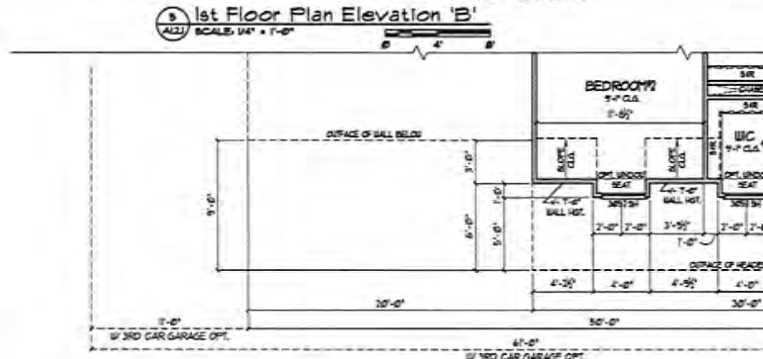
1 Front Elevation 'B'  
SCALE: 1/4" = 1'-0"



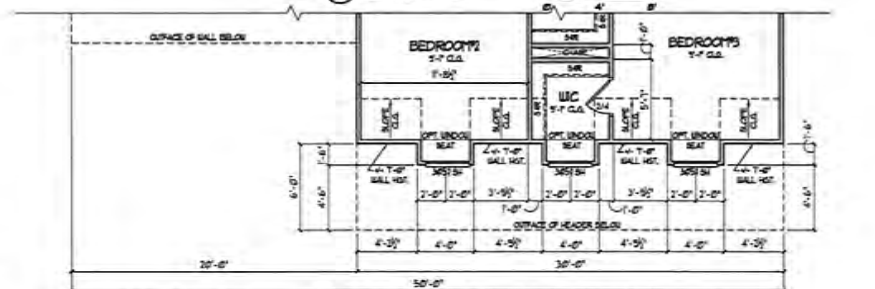
5 1st Floor Plan Elevation 'B'  
SCALE: 1/4" = 1'-0"



2 1st Floor Plan Elevation 'B'  
SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'B'  
SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'B'  
SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER: 1  
**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 gv@viewpointdesign@gmail.com  
 PHONE: (404) 518-0956

THE LAKEHURST  
 GEORGIA ESTATES

PROJECT NAME:  
**THE LAKEHURST**  
 GEORGIA ESTATES

CLIENT: SOUTHERN HOMES  
 390 BROGDON RD.,  
 SUWANEE, GA 30024

SHEET TITLE:  
**ELEVATION 'B'**  
**SIDE ENTRY**

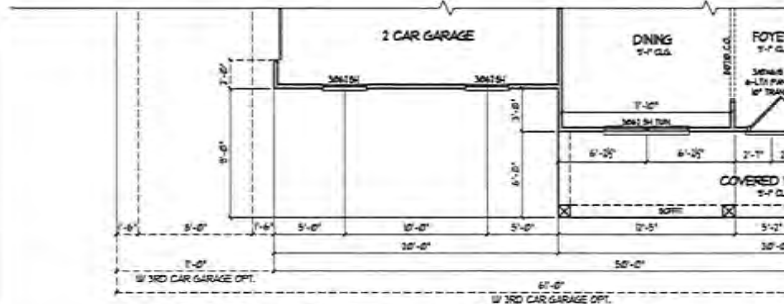
DATE: 5/20/2022  
 SCALE: AS NOTED  
 DRAWN BY: GC  
 JOB NO.: 2022-1061

SHEET NO.:  
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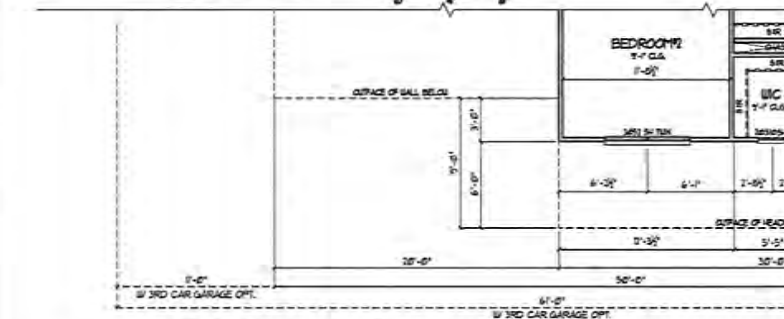
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1 Front Elevation 'C' w/ 3rd Car Garage Opt.-Side Entry  
 ALL SCALE: 1/4" = 1'-0"



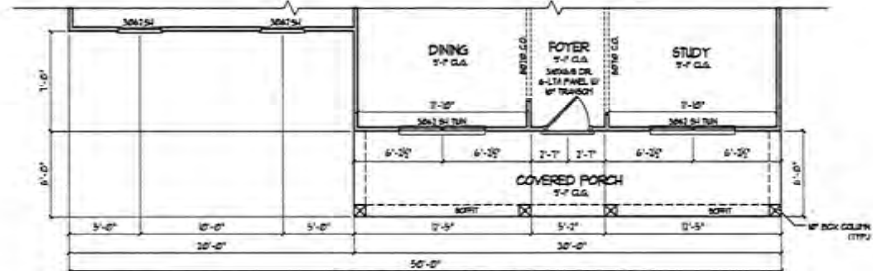
2 1st Floor Plan Elevation 'C'  
 ALL SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'C'  
 ALL SCALE: 1/4" = 1'-0"



1 Front Elevation 'C'  
 ALL SCALE: 1/4" = 1'-0"



2 1st Floor Plan Elevation 'C'  
 ALL SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'C'  
 ALL SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
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 SUWANEE, GEORGIA 30024  
 gv.viewpointdesign@gmail.com  
 PHONE: (404) 518-0956

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**THE LAKEHURST**  
 GEORGIA ESTATES

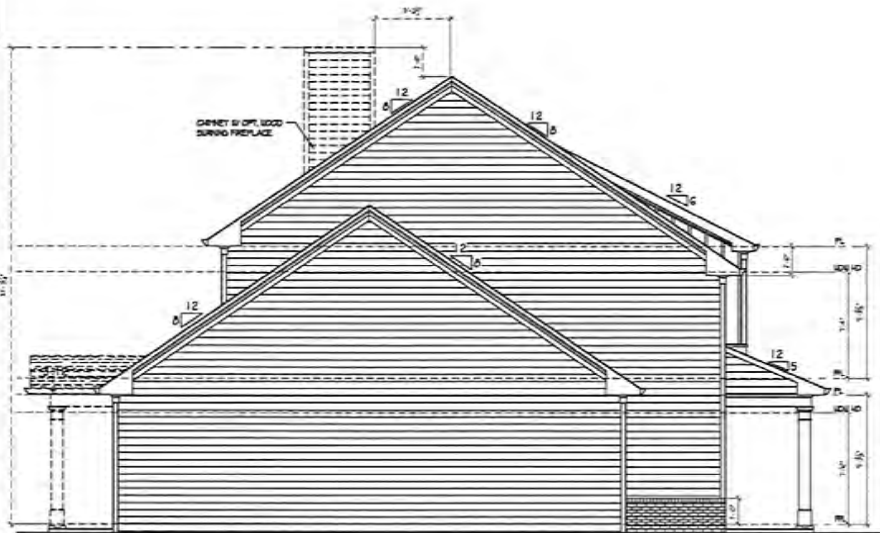
CLIENT BUILDER:  
**Southern Heritage**  
 370 BRUGDON RD.,  
 SUWANEE, GA 30024

SHEET TITLE:  
**ELEVATION 'C'  
 SIDE ENTRY**

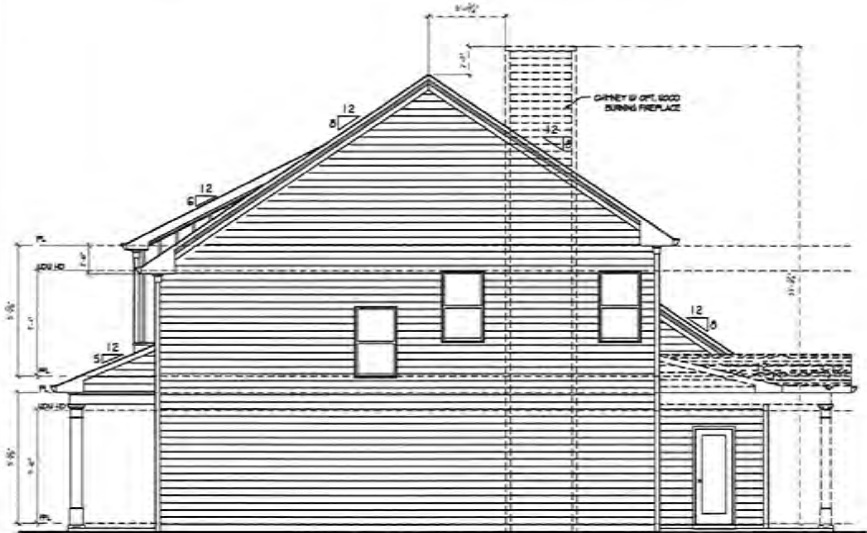
Date: 5/20/2022  
 Scale: AS NOTED  
 Drawn by: GC  
 File No.: 2022-1000  
 Sheet:

**A1.3.1**

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1 Left Side Elevation w/ Covered Porch Opt.  
SCALE: 1/4" = 1'-0"



2 Right Side Elevation w/ Covered Porch Opt.  
SCALE: 1/4" = 1'-0"



4 Rear Elevation w/ Covered Porch Opt.  
SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
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PROJECT NAME:  
**THE LAKEHURST**  
 GEORGIA ESTATES

CLIENT/BUILDER:  
**Southern Heritage**  
 390 BROGDON RD.,  
 SUWANEE, GA 30024

DRAWN TITLE:  
 SIDES& REAR W/  
 COV. PORCH OPT.

Date: 5/20/2022  
 Scale: AS NOTED  
 Drawn By: CC  
 Job No: 2022 - 1001  
 Date:

**A2.2**

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1 Rear Elevation w/ 3rd Car Garage Opt.  
SCALE: 1/4" = 1'-0"



2 Rear Elevation w/ Covered Porch & 3rd Car Garage Opt.  
SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
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 SUWANEE, GEORGIA 30024  
 gv.viewpointdesign@gmail.com  
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PROJECT NAME:  
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 GEORGIA ESTATES

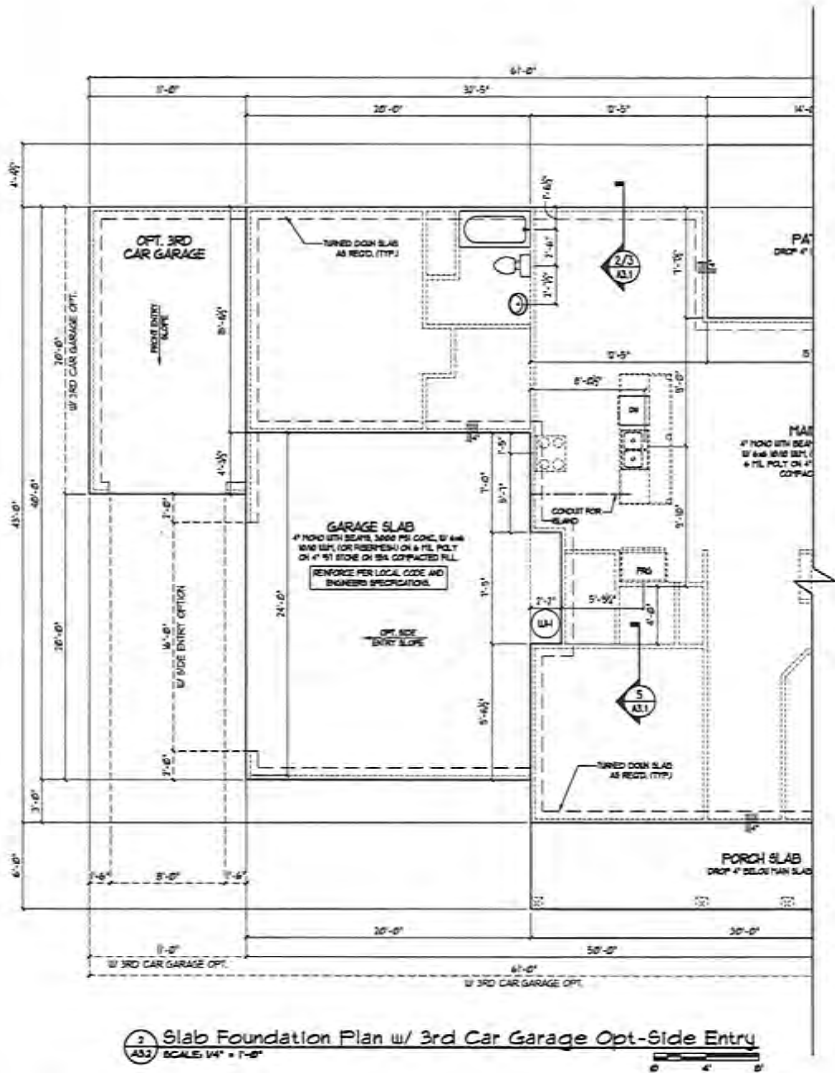
CLIENT BUILDER:  
  
 SOUTHERN HERITAGE  
 390 BIRCHGLEN RD.,  
 SUWANEE, GA 30024

SHEET TITLE:  
 REAR ELEVATION W/  
 3RD CAR GARAGE

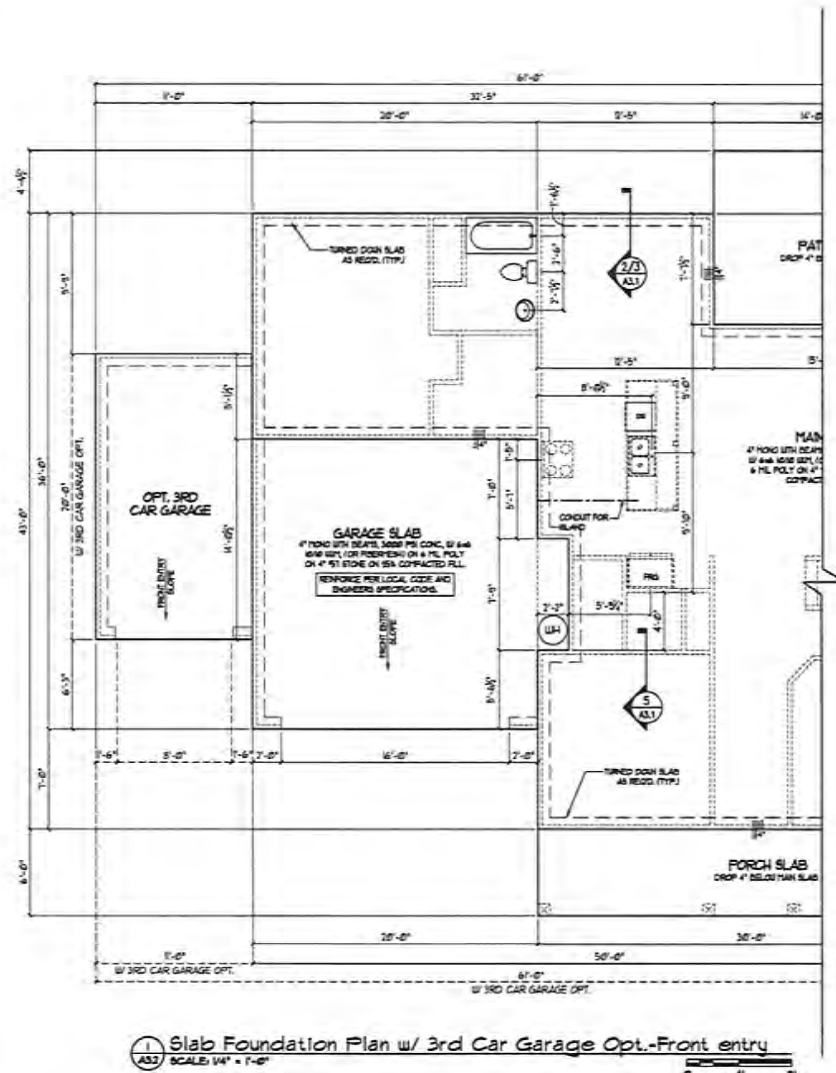
Date: 5/20/2021  
 Scale: AS NOTED  
 Drawn by: GC  
 Job No.: 2021 - 1001

Sheet No.: **A2.4**

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2 Slab Foundation Plan w/ 3rd Car Garage Opt-Side Entry  
 SCALE: 1/4" = 1'-0"



1 Slab Foundation Plan w/ 3rd Car Garage Opt-Front entry  
 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
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 SUWANEE, GEORGIA 30024  
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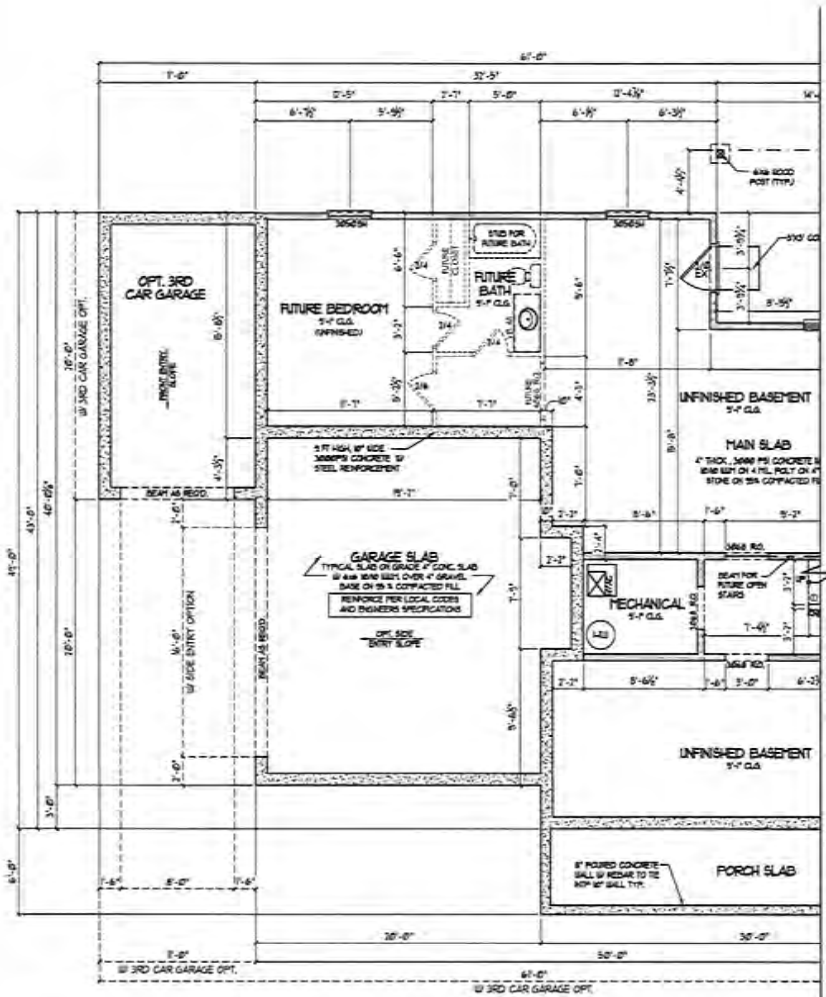
PROJECT NAME:  
**THE LAKEHURST**  
 GEORGIA ESTATES

CLIENT BUILDER:  
**SOUTHERN HERITAGE**  
 390 BRIDGTON RD.,  
 SUWANEE, GA 30024

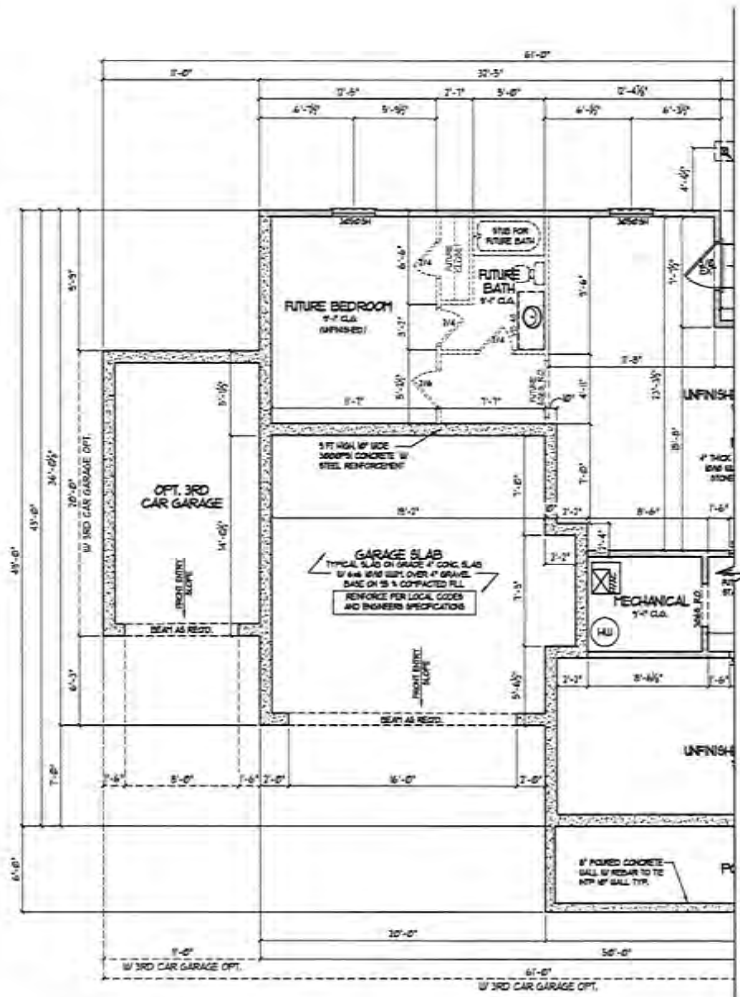
DRAWING TITLE:  
**SLAB PLAN W/ GARAGE OPT**

Date: 5/20/2022  
 Scale: AS NOTED  
 Drawn By: GJC  
 Job No: 2022-1004  
 Sheet: **A3.2**

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1 Basement Floor Plan w/ 3rd Car Garage Opt.-Side Entry  
 A3.4 SCALE: 1/4" = 1'-0"



1 Basement Floor Plan w/ 3rd Car Garage Opt.-Front Entry  
 A3.4 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
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 SUWANEE, GEORGIA 30024  
 gc.viewpointdesign@gmail.com  
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PROJECT NAME:  
**THE LAKEHURST**  
 GEORGIA ESTATES

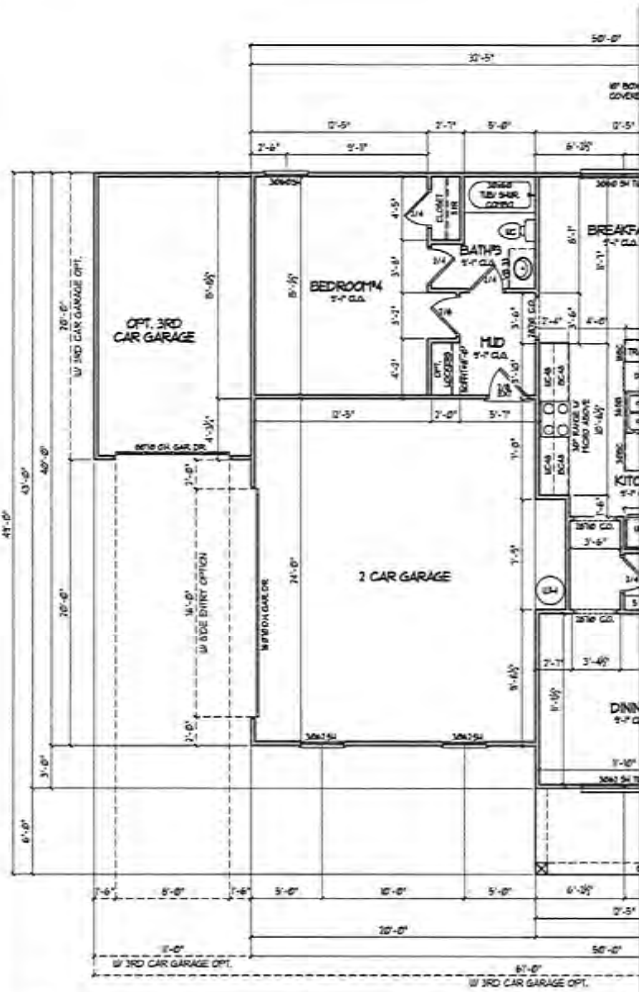
CLIENT BUILDER:  
**Southern Heritage**  
 390 BROGDON RD.,  
 SUWANEE, GA 30024

DRAWN BY:  
**BASEMENT**  
**W. GARAGE OPT.**

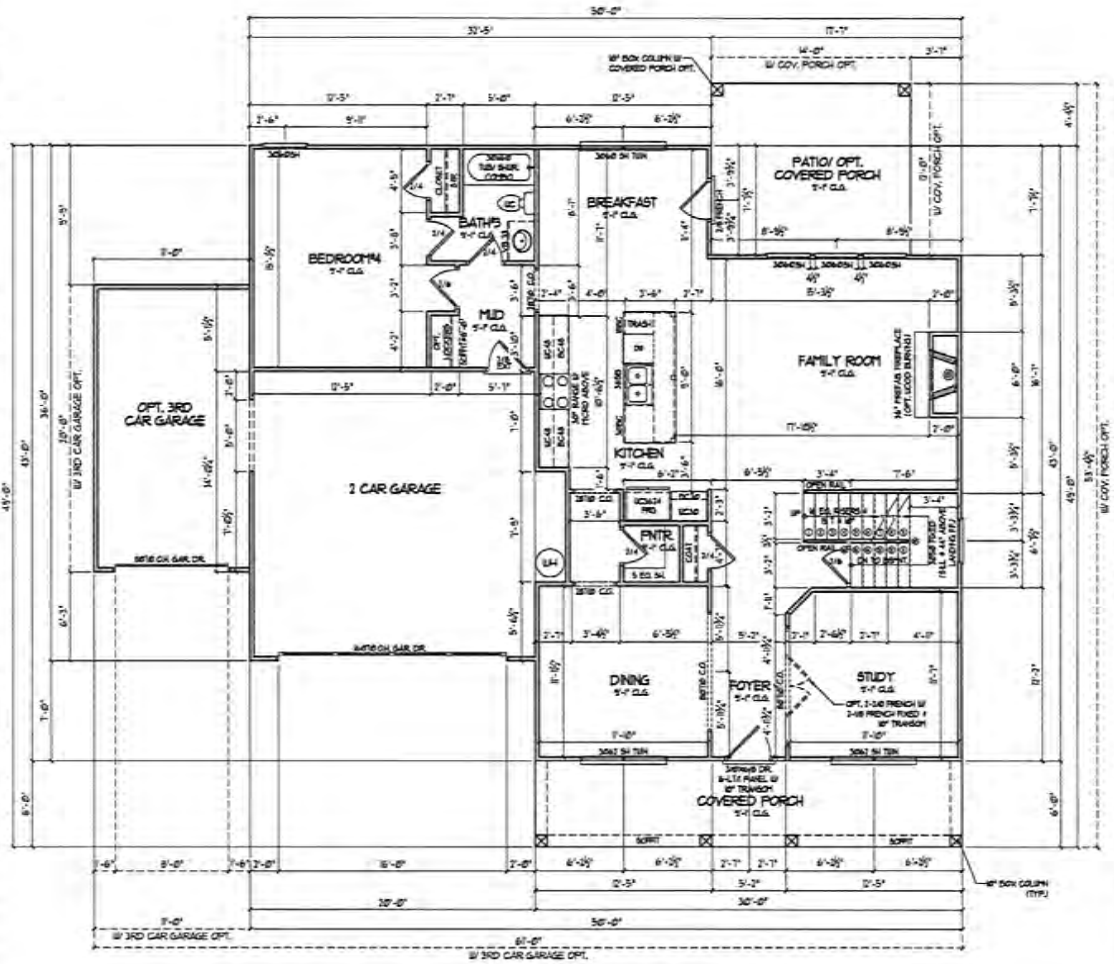
DATE: 5/20/2022  
 SHEET: AS NOTED  
 DRAWN BY: GC  
 JOB NO.: 2022-1001  
 SHEET:

A3.4

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1 1st Floor Plan w/ 3rd Car Garage Opt.-Side Entry  
 A4.2 SCALE: 1/4" = 1'-0"



1 1st Floor Plan w/ 3rd Car Garage Opt.-Front Entry  
 A4.3 SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE:	
FIRST LEVEL	441
UPPER LEVEL	120
TOTAL HEATED	561
2 CAR GARAGE	44
FRONT PORCH	56
UNFINISHED ATTIC STORAGE	40
TOTAL HEATED	541
OPT. REAR COVERED PORCH	50
OPT. 3RD CAR GARAGE	228

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 85 viewpointdesign@gmail.com  
 PHONE: (404) 518-0956

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PROJECT NAME:  
**THE LAKEHURST**  
 GEORGIA ESTATES

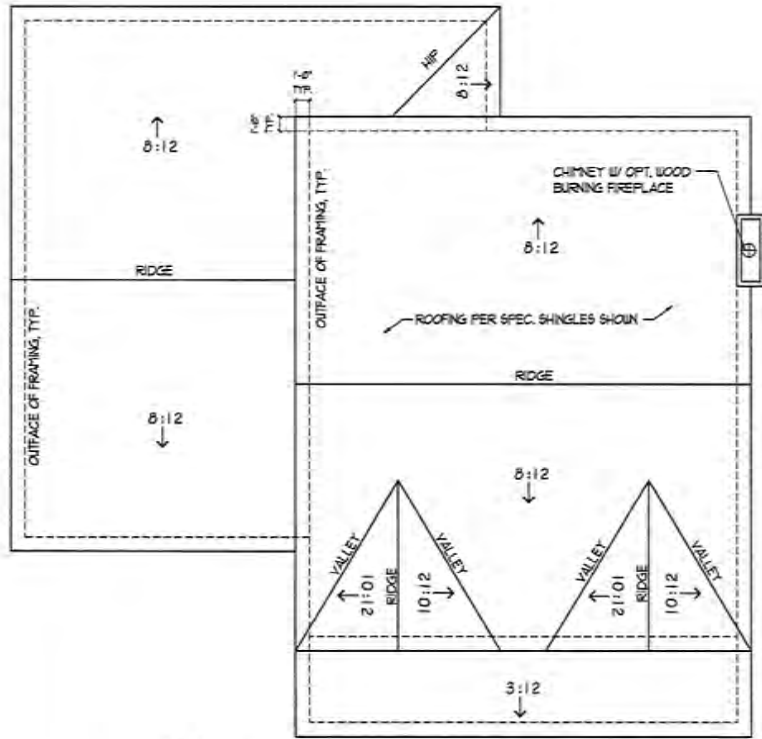
CLIENT/BUILDER:  
 Southern Heritage  
 390 BROGDON RD.,  
 SUWANEE, GA 30024

MAIN LEVEL PLAN  
 W/ 3RD CAR OPT.

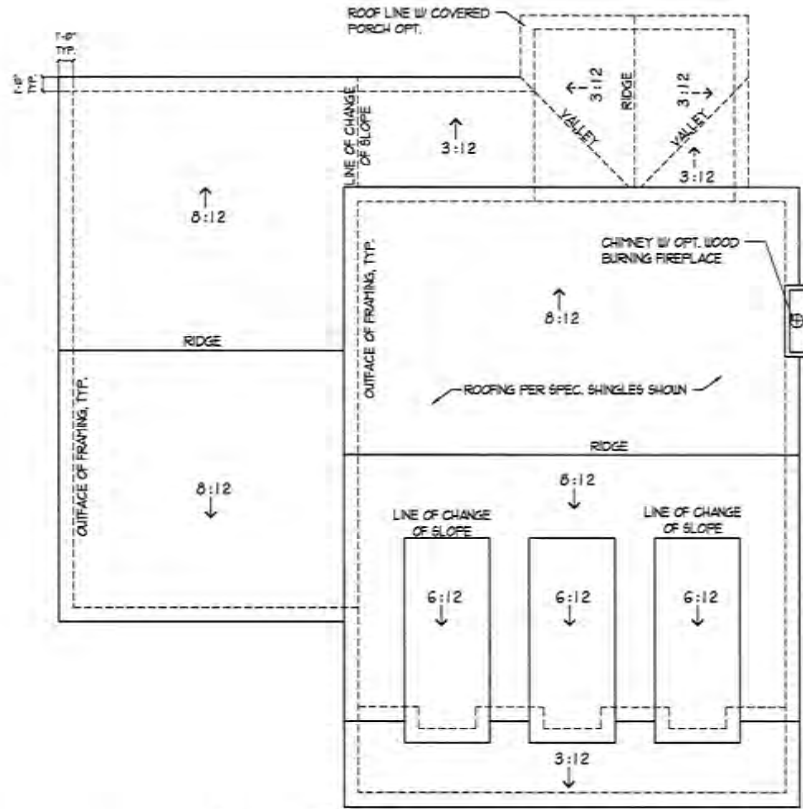
Date: 5/20/2022  
 Issue: AS NOTED  
 Drawn By: GC  
 Job No: 2022 - 1001  
 Sheet:

A4.2





1 Roof Plan Elevation 'A' & 'B' - Standard  
SCALE: 1/4" = 1'-0"



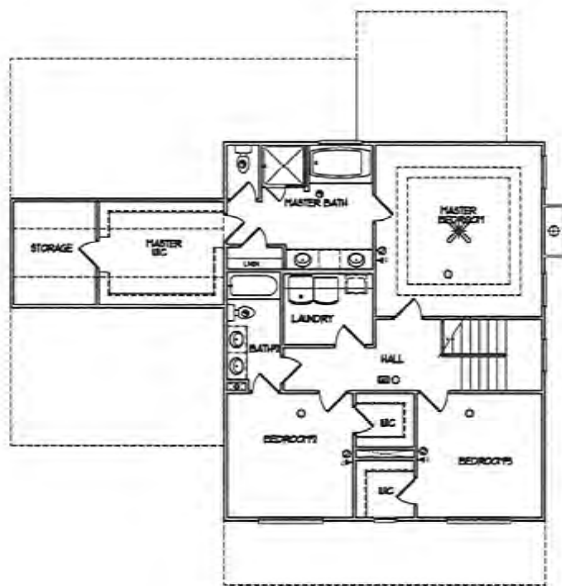
2 Roof Plan Elevation 'C' w/ Covered Porch Opt.  
SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE
DESIGNER 1	<b>VIEWPOINT DESIGN</b> 4841 BELLE ESTATES RD. SUWANEE, GEORGIA 30024 gv.viewpointdesign@gmail.com PHONE: (404) 518-0956	
PROJECT NAME:	<b>THE LAKEHURST</b> GEORGIA ESTATES	
CLIENT/OWNER	<b>SOUTHERN FRONTIER PARTS</b> 390 BROGDON RD., SUWANEE, GA 30024	
SHEET TITLE	<b>ROOF PLANS</b>	
Date	3/20/2022	
Scale	AS NOTED	
Drawn By	GC	
Job No.	2022 - 1001	
Sheet	A6.1	

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1 Main Level Electrical  
NOT TO SCALE



2 Upper Level Electrical  
NOT TO SCALE

ELECTRICAL LEGEND			
	Gas Line		Recessed Can Light
	Cool Water		Ceiling Light
	Electrical Panel		Wall Mounted Light
	Discharged Water		Wall Sconce
	Disconnect Switch		Fluorescent Light w/1 Bulb
	Switch		Fluorescent Light w/2 Bulbs
	3-Way Switch		Vapor Protected Light
	4-Way Switch		Exhaust Fan
	Shower Switch		Exhaust Fan w/Light
	Button		Exhaust Fan w/Heat & Light
	Duplex Outlet		Smoke Detector
	Duplex Outlet		Carbon Monoxide Detector
	Switched Duplex Outlet		Thermostat
	Floor Outlet		Ground Wire
	GFI Outlet		Phone Jack
	Water Proof GFI Outlet		Media Jack
	Cable Outlet		Cable TV Outlet
	220V Outlet		Door Chimes
	Cable mounted Light		Security Panel
	Hanging Ceiling Mounted Light		Recessed Light
	Ceiling Fan		Cable Fan w/Light

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 gv-viewpointdesign@gmail.com  
 PHONE: (404) 518-0936

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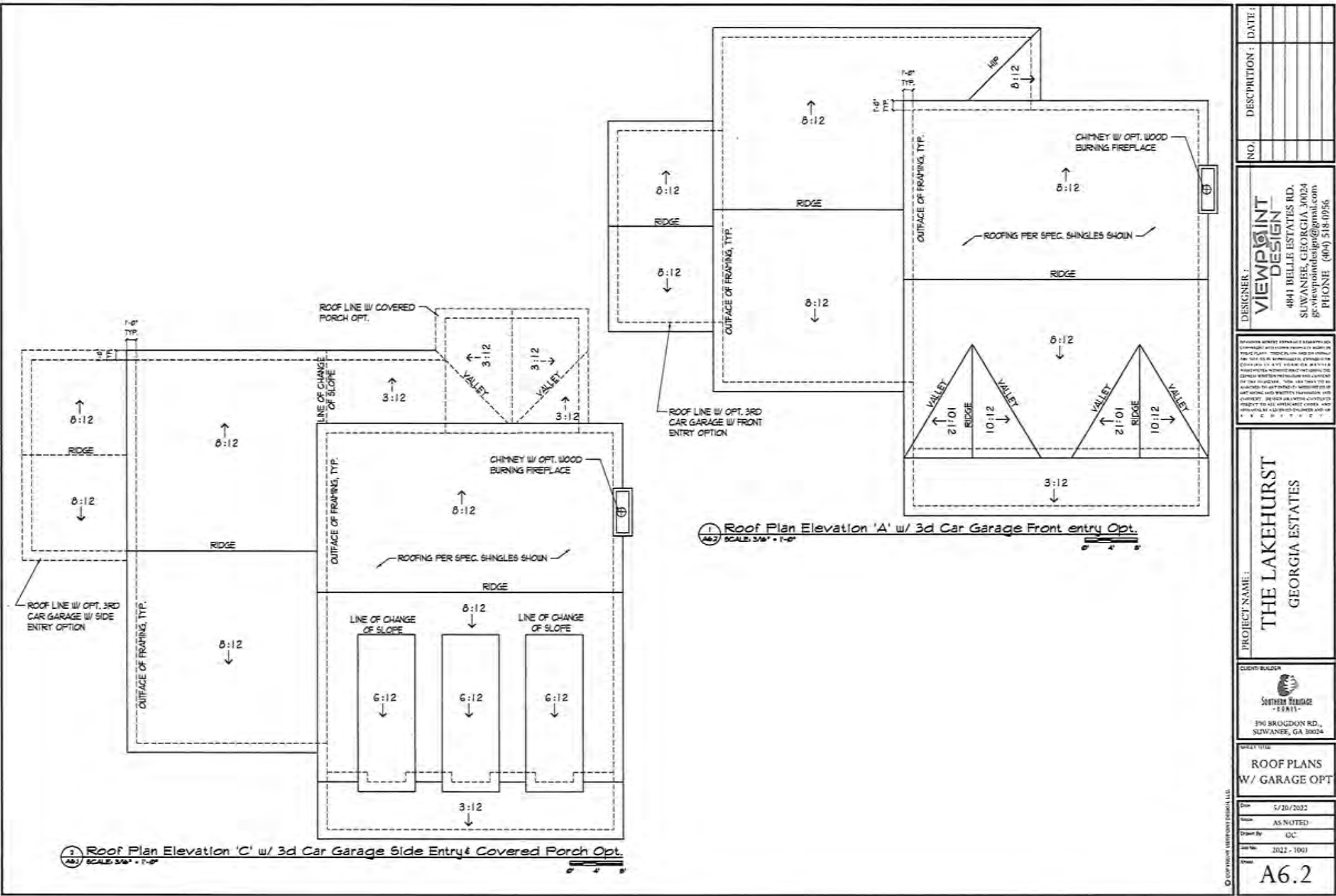
PROJECT NAME:  
**THE LAKEHURST**  
 GEORGIA ESTATES

CLIENT/SURVEYOR:  
  
 SOUTHERN HERITAGE  
 390 BROCDON RD.,  
 SUWANEE, GA 30024

SHEET TITLE:  
**ELECTRICAL PLANS**

Date: 5/20/2022  
 Scale: AS NOTED  
 Drawn by: GC  
 Job No.: 2022 - 1001  
 Sheet: **A7.1**

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3 Roof Plan Elevation 'C' w/ 3d Car Garage Side Entry & Covered Porch Opt.  
 SCALE: 3/8" = 1'-0"

1 Roof Plan Elevation 'A' w/ 3d Car Garage Front Entry Opt.  
 SCALE: 3/8" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
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 SUWANEE, GEORGIA 30024  
 gv.viewpointdesign@gmail.com  
 PHONE (404) 518-0936

PROJECT NAME:  
**THE LAKEHURST**  
 GEORGIA ESTATES

CLIENT: BLDG  
**Southern Equities**  
 396 BRADGON RD.,  
 SUWANEE, GA 30024

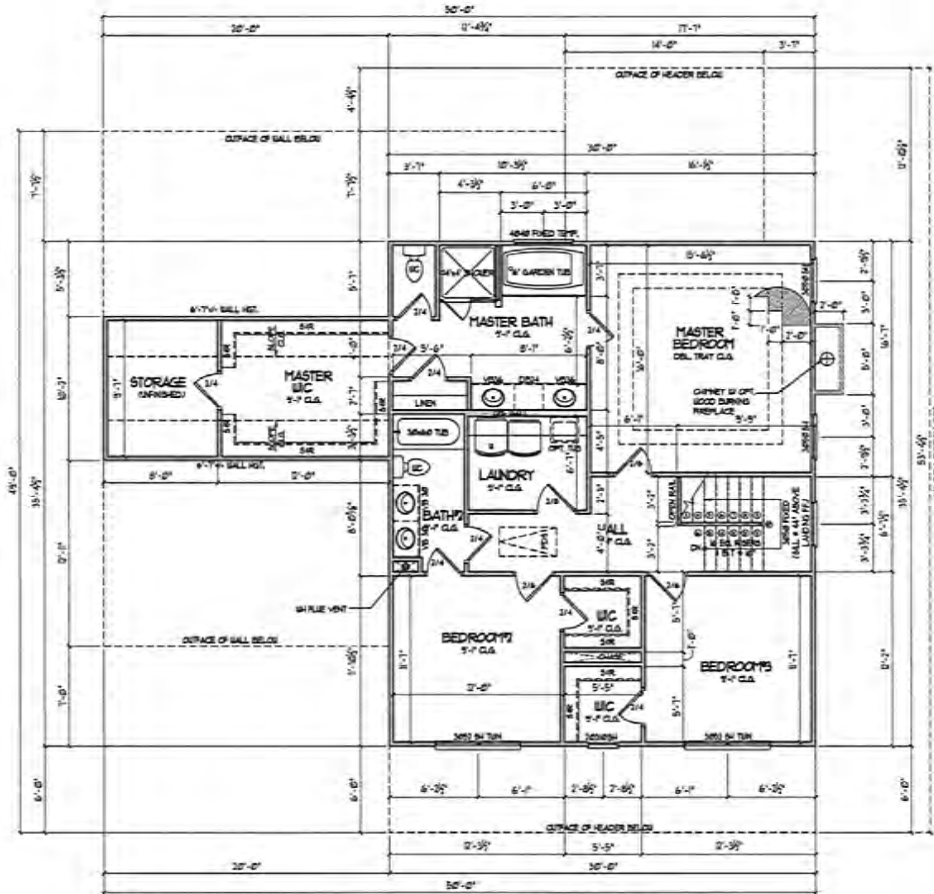
DRAWN BY:  
**ROOF PLANS**  
 W/ GARAGE OPT

DATE: 5/20/2022  
 DRAWN BY: AS NOTED  
 CHECKED BY: DC  
 DATE: 2022-10-01

Sheet Title:  
**A6.2**

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SQUARE FOOTAGE	
MAIN LEVEL	1463
UPPER LEVEL	1193
TOTAL HEATED	2657
2 CAR GARAGE	424
FRONT PORCH	240
REARWHD ATTCH STORAGE	8
TOTAL FRAMED	3329
OPT BRKFL COVERED PORCH	25
OPT 3RD CAR GARAGE	228



NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
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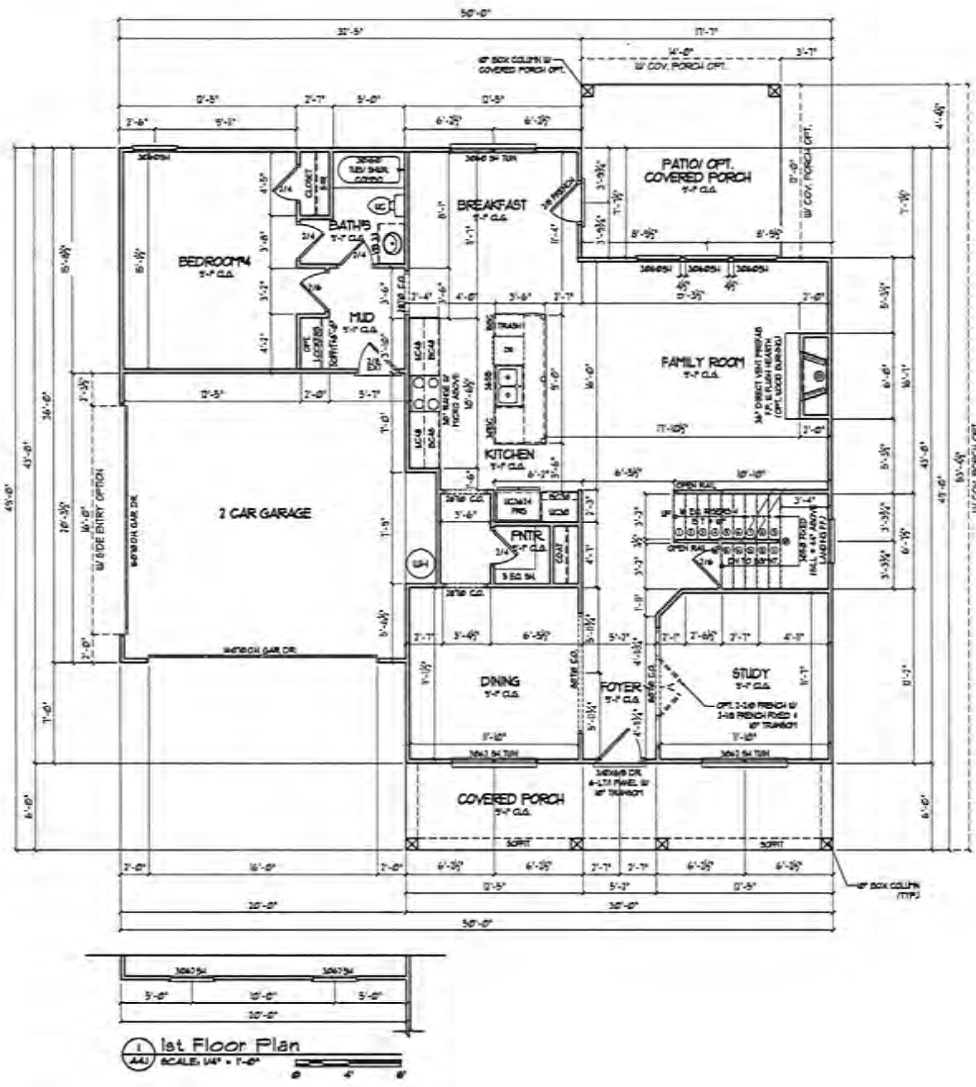
CLIENT/BOILER:  
**Southern Heritage**  
 370 BRIDGTON RD.,  
 SUWANEE, GA 30024

MAIL LEVEL W/  
 OPT, BONUS ROOM

DATE: 5/20/2022  
 DRAWN BY: AS NOTED  
 CHECKED BY: GC  
 SHEET NO.: 2022 - 1001

**A5.1**

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SQUARE FOOTAGE	
MAIN LEVEL	1463
UPPER LEVEL	175
TOTAL HEATED	1638
2 CAR GARAGE	404
FRONT PORCH	100
UNHEATED ATTIC STORAGE	80
TOTAL FRASER	3287
OPT. BUILT COVERED PORCH	91
OPT. 3RD CAR GARAGE	128

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
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 SUWANEE, GEORGIA 30024  
 P: viewpointdesign@gmail.com  
 PHONE: (404) 518-0956

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PROJECT NAME:  
**THE LAKEHURST**  
 GEORGIA ESTATES

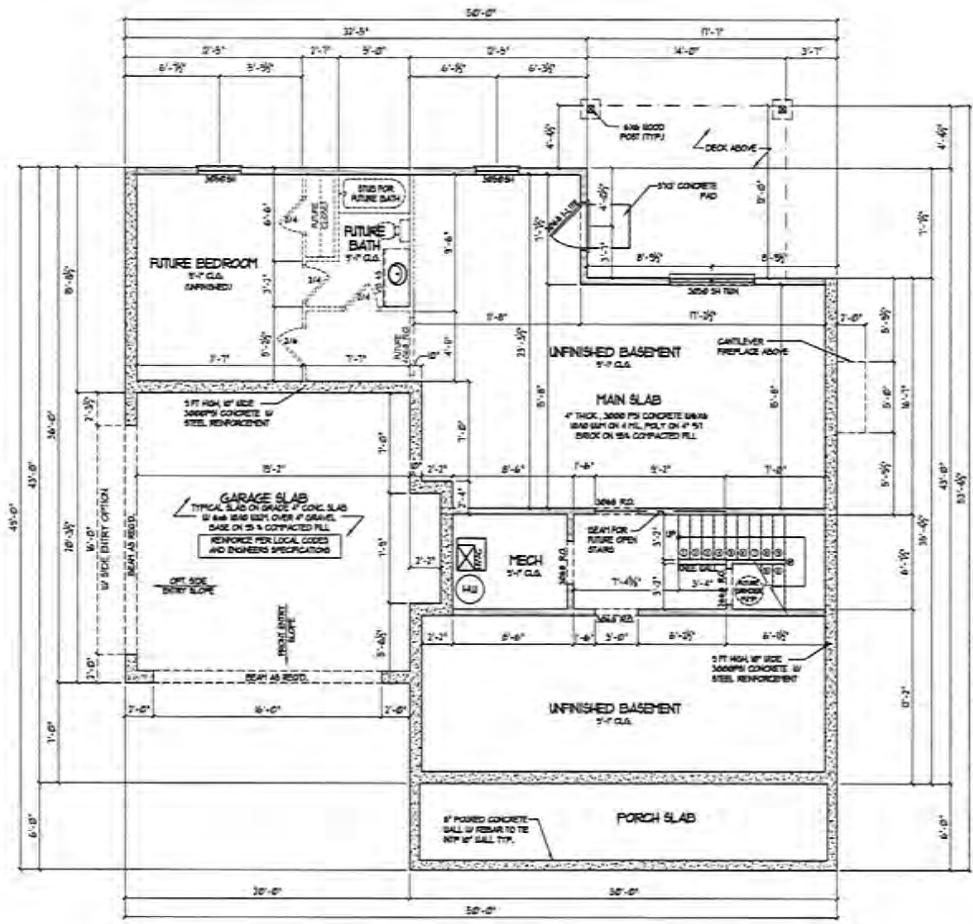
CLIENT: BILDER  
**SOUTHERN HERITAGE**  
 270 BRUGGUN RD.,  
 SUWANEE, GA 30024

SHEET TITLE:  
**MAIN LEVEL FLOOR PLAN**

Date: 5/20/2022  
 Title: AS NOTED  
 Drawn by: GC  
 Job No.: 2012 - 1001

Sheet No.: **A4.1**

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1 Basement Floor Plan  
 ASS SCALE 1/4" = 1'-0"  
 0 4 8

- NOTE:**  
 - HATCHED WALL INDICATED LOAD BEARING WALL.  
 - DASHED WALL INDICATED FUTURE 2ND WALL.  
 - 8"0" GRADE BEAT UNDER ALL 2ND INTERIOR BEARING WALLS.
- NOTE:**  
 ALL INTERIOR BEARING WALLS ARE 8"0" THICK # 8 RC TYPICAL. HEADERS TO BE 2ND UNLESS OTHERWISE NOTED.
- NOTE:**  
 SHOW # DOOR LOCATIONS PER SITE CONDITIONS. SUPERINTENDENT TO VERIFY.
- NOTE:**  
 VERIFY W/ FLOOR TRUSS PROVIDER ANY LOCATIONS FOR THICKENED SLABS PRIOR TO PLACEMENT OF CONCRETE SLAB.
- ALL DIMENSIONS ARE TO OUTLINE OF MARKING.

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
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 SUWANEE, GEORGIA 30024  
 gv-viewpointdesign@gmail.com  
 PHONE: (404) 518-0956

OWNER SHALL APPROVE & SIGN OFF CONTRACT BEFORE PROCEEDING WITH THIS PLAN. THIS PLAN, SPECIFICATIONS AND BIDDING TO BE SUBMITTED, APPROVED OR REJECTED BY 4:30 PM ON 10/15/2022. AS A CONDITION OF BIDDING, THE BIDDERS SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE BIDDERS SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE BIDDERS SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE PROJECT.

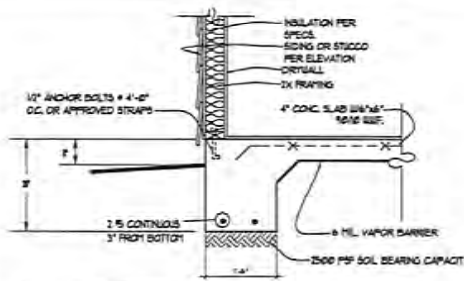
PROJECT NAME:  
**THE LAKEHURST**  
 GEORGIA ESTATES

CLIENT/OWNER:  
**SOUTHERN RESERVE**  
 390 BRUGDON RD.,  
 SUWANEE, GA 30024

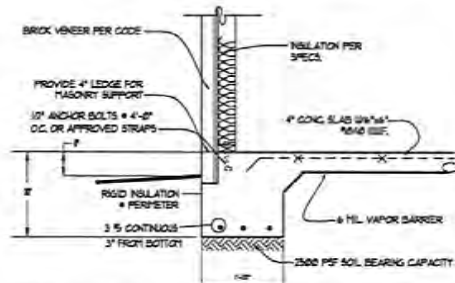
DRAWING TITLE:  
**BASEMENT FLOOR PLAN**

Date:	5/20/2022
Scale:	AS NOTED
Drawn By:	GC
Check By:	2022 - 1881
Sheet:	<b>A3.3</b>

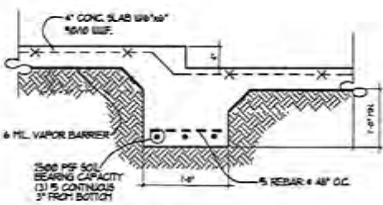
© 2022 VIEWPOINT DESIGN, LLC.



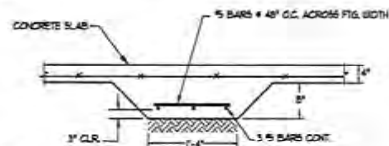
1 TURNDOWN SLAB SECTION W/O BRICK VENEER  
SCALE: 1/4" = 1'-0"



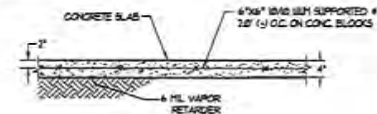
2 TURNDOWN SLAB SECTION W/ BRICK VENEER  
SCALE: 1/4" = 1'-0"



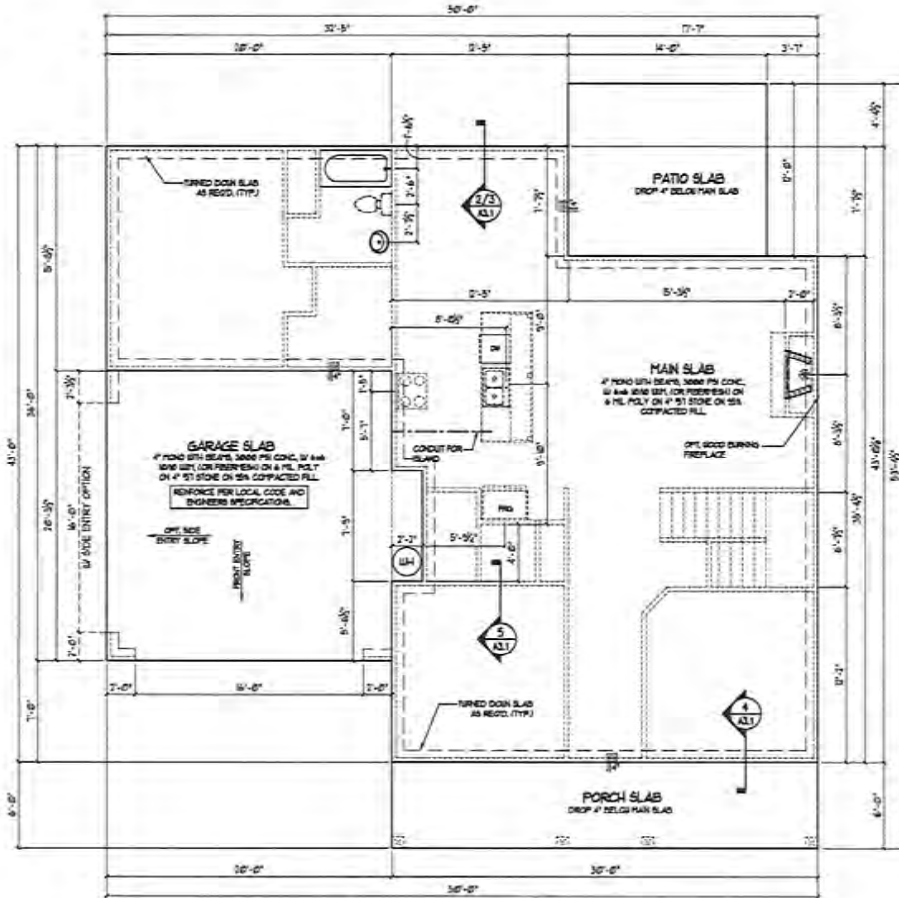
3 STEPPED SLAB SECTION  
SCALE: 1/4" = 1'-0"



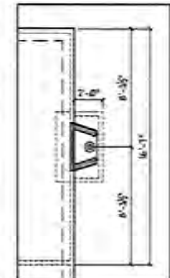
4 INTERIOR GRADE BEAM  
SCALE: 1/4" = 1'-0"



5 TYPICAL SLAB ON GRADE  
SCALE: 1/4" = 1'-0"



1 Slab Foundation Plan  
SCALE: 1/4" = 1'-0"



2 Opt. Wood Burning Fireplace  
SCALE: 1/4" = 1'-0"

NOTE:  
VERIFY W/ FLOOR TRIM PROVIDER ANY LOCATIONS FOR FINISHED SLABS PRIOR TO PLACEMENT OF CONCRETE SLAB.  
VERIFY ALL GRADE DEEP LOCATIONS PRIOR TO POURING OF CONCRETE.  
NOTE: LOCATE GRADE DEEPS UNDER ALL LOAD BEARING WALLS.

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
4841 BELLE ESTATES RD.  
SUWANEE, GEORGIA 30024  
gc.viewpointdesign@gmail.com  
PHONE: (404) 518-0956

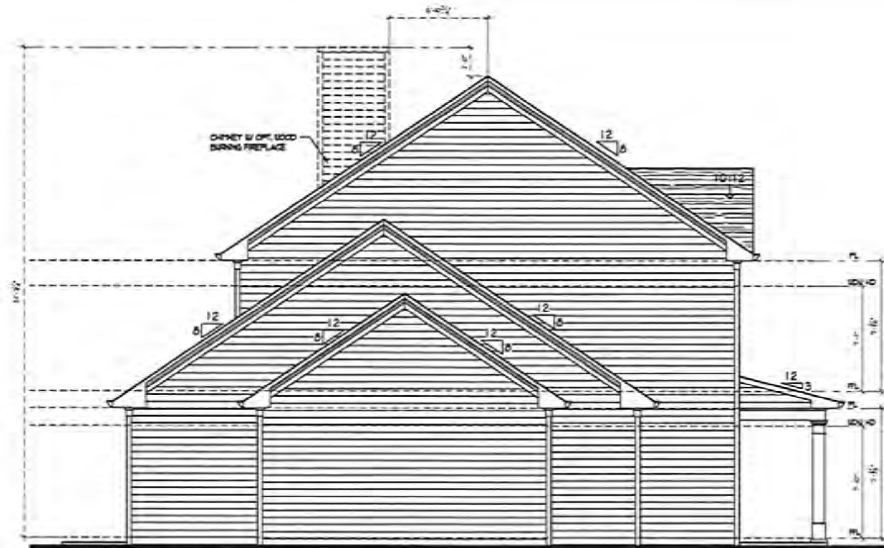
PROJECT NAME:  
**THE LAKEHURST**  
GEORGIA ESTATES

CLIENT/OWNER:  
**Southern Heritage**  
370 BRUGDON RD.,  
SUWANEE, GA. 30024

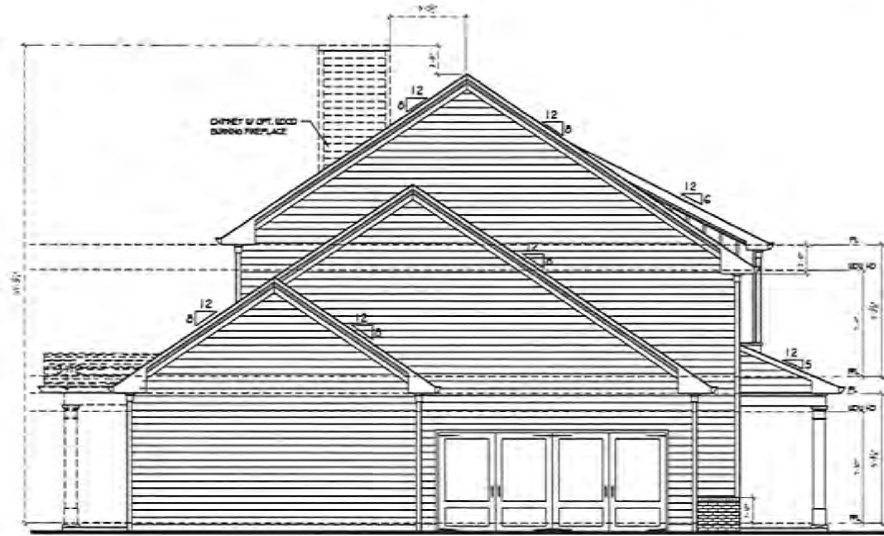
DATE/TITLE:  
SLAB PLAN

DATE: 1/20/2022  
DRAWN BY: AS NOTED  
CHECKED BY: GC  
JOB NO.: 2022 - 1001  
SCALE: A3.1

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1 Left Side Elevation 'A' w/ 3rd Car Garage Opt. - Front Entry  
 A2.3 SCALE: 1/4" = 1'-0"



1 Left Side Elevation 'B' w/ 3rd Car Garage Opt. - Side Entry  
 A2.3 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 pc.viewpointdesign@gmail.com  
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PROJECT NAME:  
**THE LAKEHURST**  
 GEORGIA ESTATES

CLIENT: SAGE  
 SOUTHERN HERITAGE  
 390 BROGTON RD.,  
 SUWANEE, GA 30024

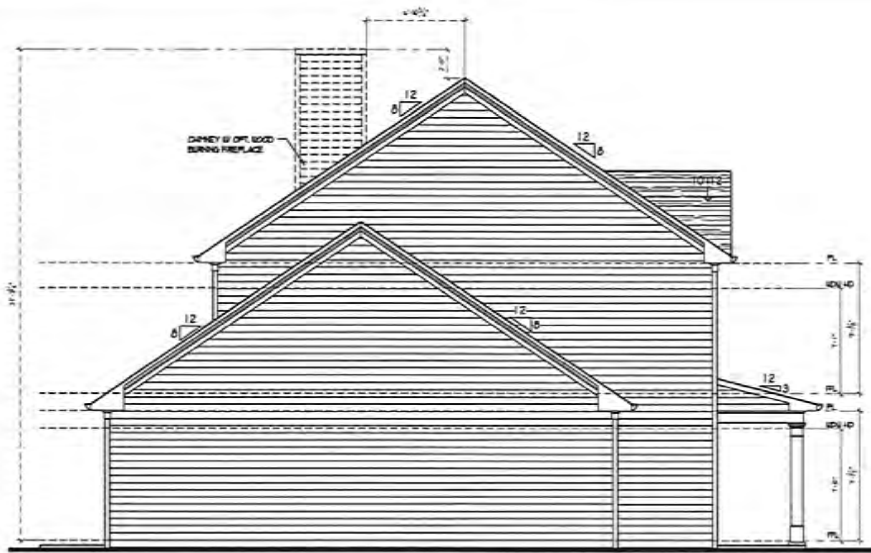
SHEET TITLE:  
 SIDE & REAR W/  
 3RD CAR GARAGE

Date: 5/20/2022  
 Title: AS NOTED  
 Drawn By: GC  
 Job No.: 2022-1001

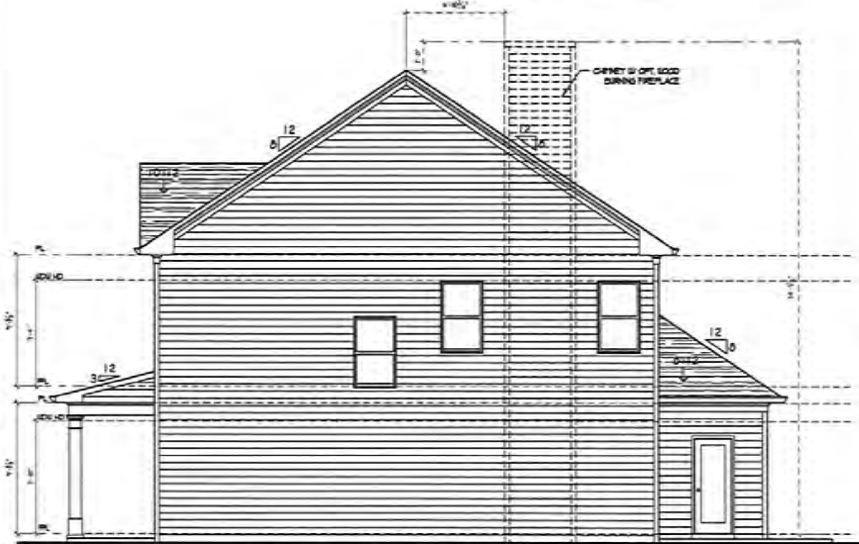
Sheet:  
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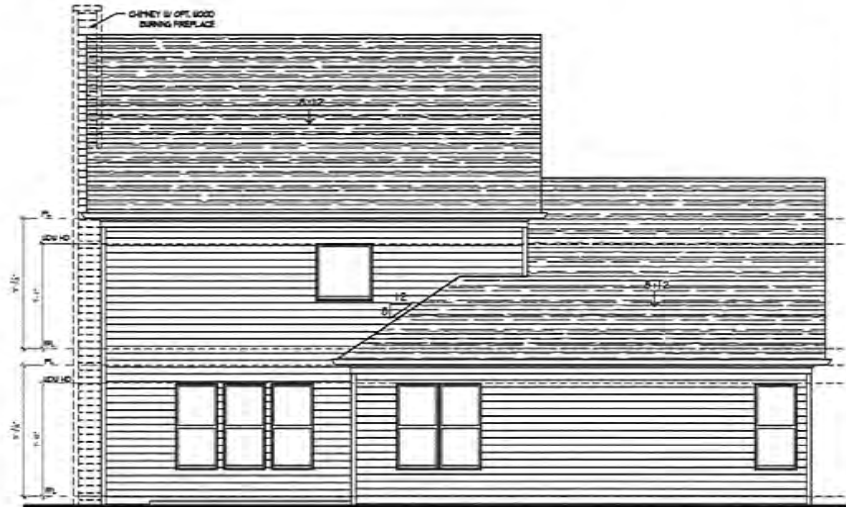




1 Left Side Elevation  
AS1 SCALE: 1/4" = 1'-0"



2 Right Side Elevation  
AS1 SCALE: 1/4" = 1'-0"



3 Rear Elevation - Standard  
AS1 SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 gv.viewpointdesign@gmail.com  
 PHONE: (404) 518-0956

DRIVER: (404) 518-0956  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 gv.viewpointdesign@gmail.com  
 PHONE: (404) 518-0956

PROJECT NAME:  
**THE LAKEHURST**  
 GEORGIA ESTATES

CLIENT: SOUTHERN PERIPHERY  
 390 BROGDON RD.,  
 SUWANEE, GA 30024

SHEET TITLE:  
**SIDE & REAR ELEVATIONS**

Date: 5/20/2022  
 Scale: AS NOTED  
 Drawn By: GC  
 Job No.: 2022 - 1001

SHEET NO.:  
**A2.1**

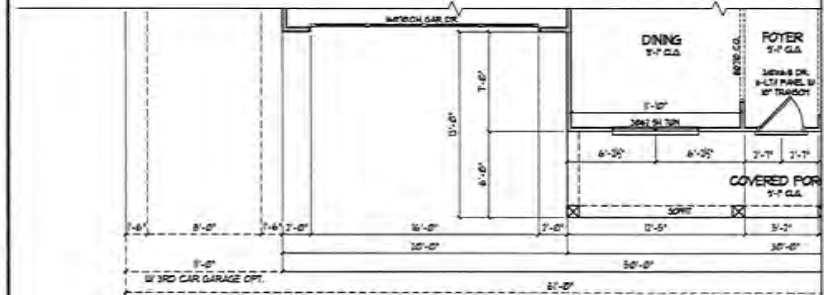
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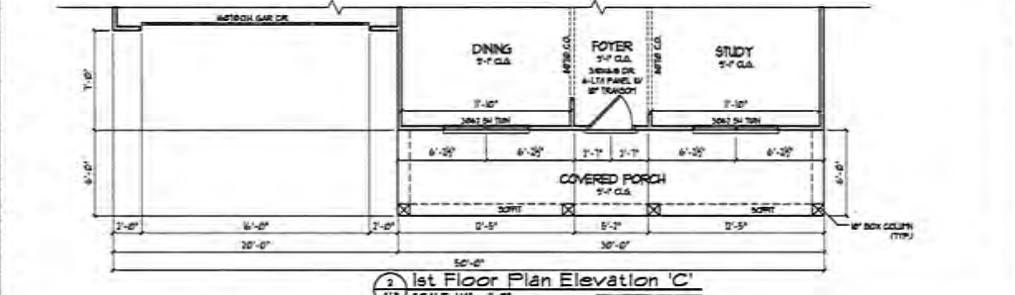
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 ALL SCALE: 1/4" = 1'-0"



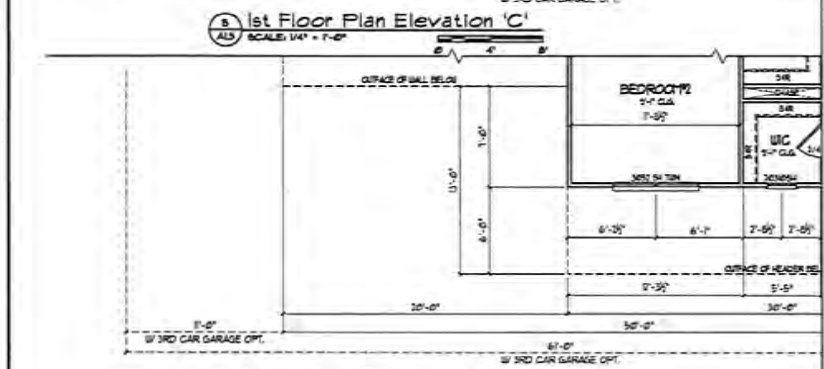
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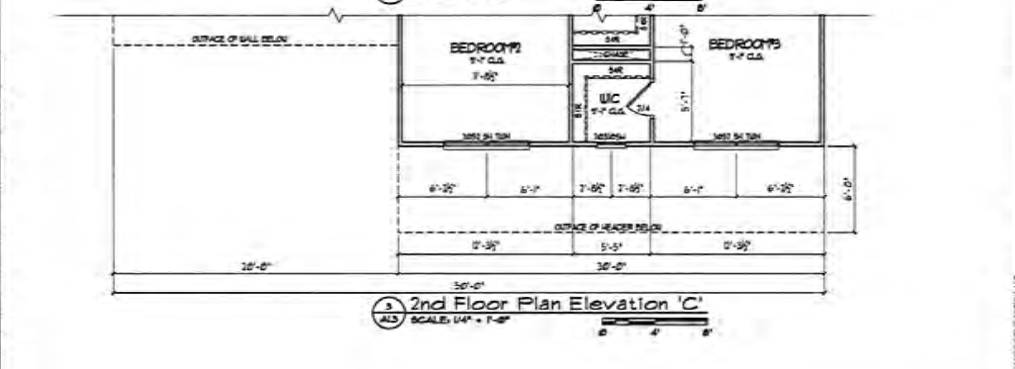
5 1st Floor Plan Elevation 'C'  
 ALL SCALE: 1/4" = 1'-0"



2 1st Floor Plan Elevation 'C'  
 ALL SCALE: 1/4" = 1'-0"



6 2nd Floor Plan Elevation 'C'  
 ALL SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'C'  
 ALL SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 RC.viewpointdesign@gmail.com  
 PHONE: (404) 518-0956

PROJECT NAME:  
**THE LAKEHURST**  
 GEORGIA ESTATES

CLIENT BUILDER:  
**Southern Heritage**  
 390 BRUGDON RD.,  
 SUWANEE, GA 30024

ELEVATION 'C'  
 FRONT ENTRY

DATE: 5/20/2022  
 CODE: AS NOTED  
 DRAWN BY: GC  
 JOB NO.: 2022 - 1001

SCALE: **A1.3**

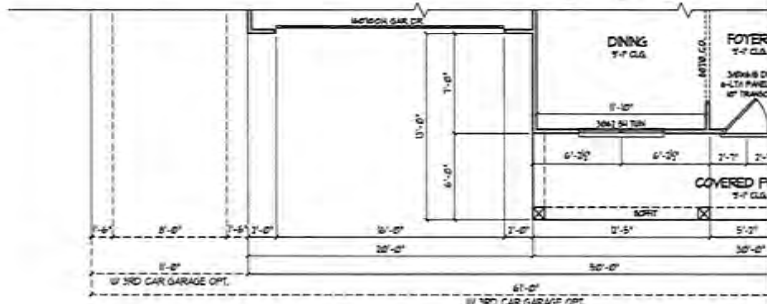
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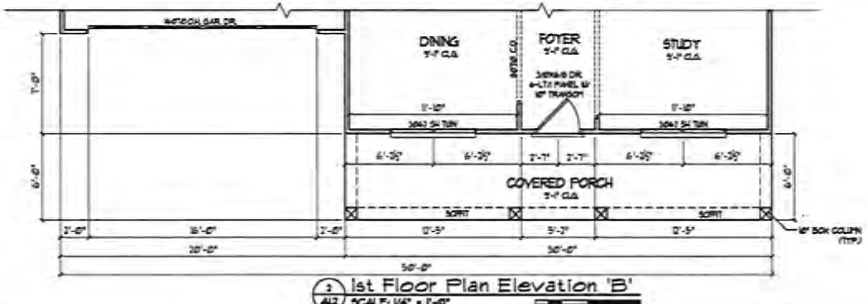
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 ALL SCALE: 1/4" = 1'-0"



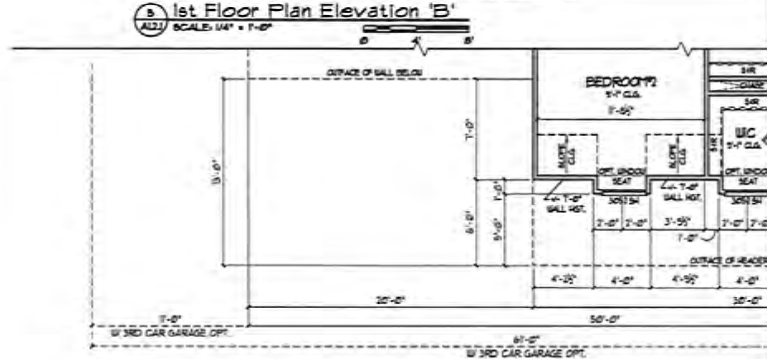
1 Front Elevation 'B'  
 ALL SCALE: 1/4" = 1'-0"



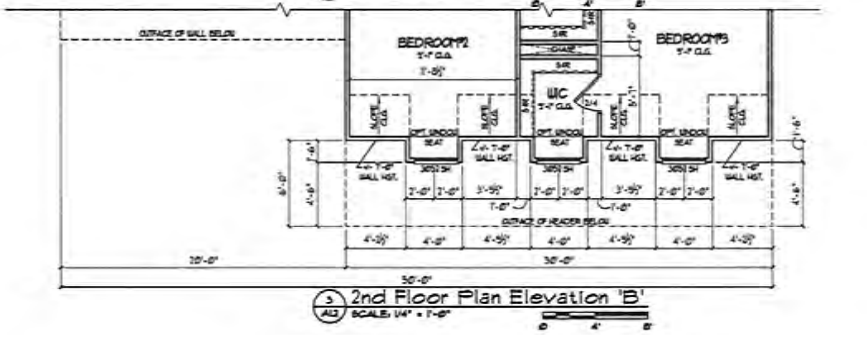
3 1st Floor Plan Elevation 'B'  
 ALL SCALE: 1/4" = 1'-0"



2 1st Floor Plan Elevation 'B'  
 ALL SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'B'  
 ALL SCALE: 1/4" = 1'-0"



3 2nd Floor Plan Elevation 'B'  
 ALL SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER:  
**VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 gv.viewpointdesign@gmail.com  
 PHONE (404) 518-0956

WE warrant herein that the drawings, specifications and other documents prepared by us for you are, to the best of our knowledge and belief, correct and complete as of the date of preparation. We warrant that the drawings, specifications and other documents prepared by us for you are, to the best of our knowledge and belief, correct and complete as of the date of preparation. We warrant that the drawings, specifications and other documents prepared by us for you are, to the best of our knowledge and belief, correct and complete as of the date of preparation. We warrant that the drawings, specifications and other documents prepared by us for you are, to the best of our knowledge and belief, correct and complete as of the date of preparation.

PROJECT NAME:  
**THE LAKEHURST**  
 GEORGIA ESTATES

CLIENT/OWNER:  
 Southern Heritage  
 390 BRUGDON RD.,  
 SUWANEE, GA 30024

SHEET TITLE:  
**ELEVATION 'B'  
 FRONT ENTRY**

Date: 5/20/2022  
 Scale: AS NOTED  
 Drawn By: GC  
 All No.: 2022 - 1001

**A1.2**

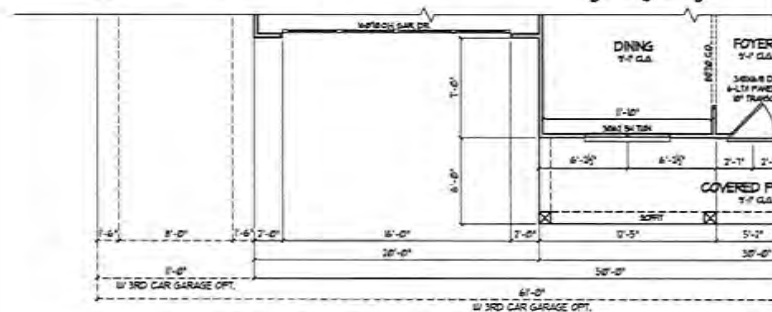
© COPYRIGHT, VIEWPOINT DESIGN, LLC.



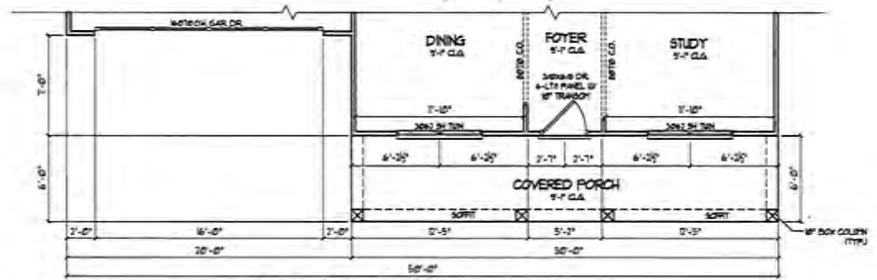
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 AU SCALE: 1/4" = 1'-0"



1 Front Elevation 'A'  
 AU SCALE: 1/4" = 1'-0"



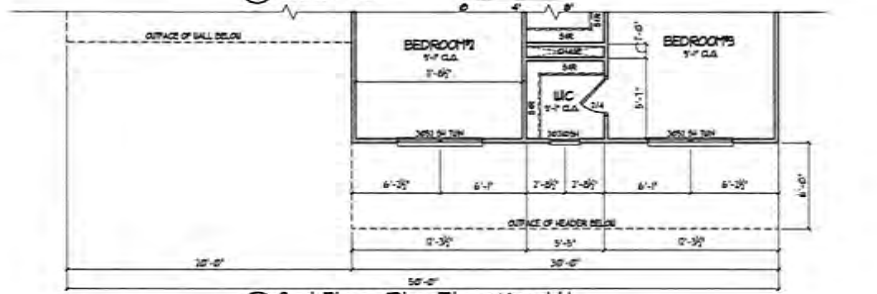
5 1st Floor Plan Elevation 'A'  
 AU SCALE: 1/4" = 1'-0"



1 1st Floor Plan Elevation 'A'  
 AU SCALE: 1/4" = 1'-0"



6 2nd Floor Plan Elevation 'A'  
 AU SCALE: 1/4" = 1'-0"



2 2nd Floor Plan Elevation 'A'  
 AU SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	DATE

DESIGNER: **VIEWPOINT DESIGN**  
 4841 BELLE ESTATES RD.  
 SUWANEE, GEORGIA 30024  
 P: viewpointdesign@gmail.com  
 PHONE: (404) 518-0956

OWNER: **THE LAKEHURST GEORGIA ESTATES**

PROJECT NAME: **THE LAKEHURST GEORGIA ESTATES**

CLIENT: **SOUTHERN HERITAGE**  
 310 BRADGON RD.,  
 SUWANEE, GA 30024

SHEET TITLE: **ELEVATION 'A' FRONT ENTRY**

Date: 5/20/2022  
 Drawn by: UC  
 2022 - 1001

**A1.1**

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# 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

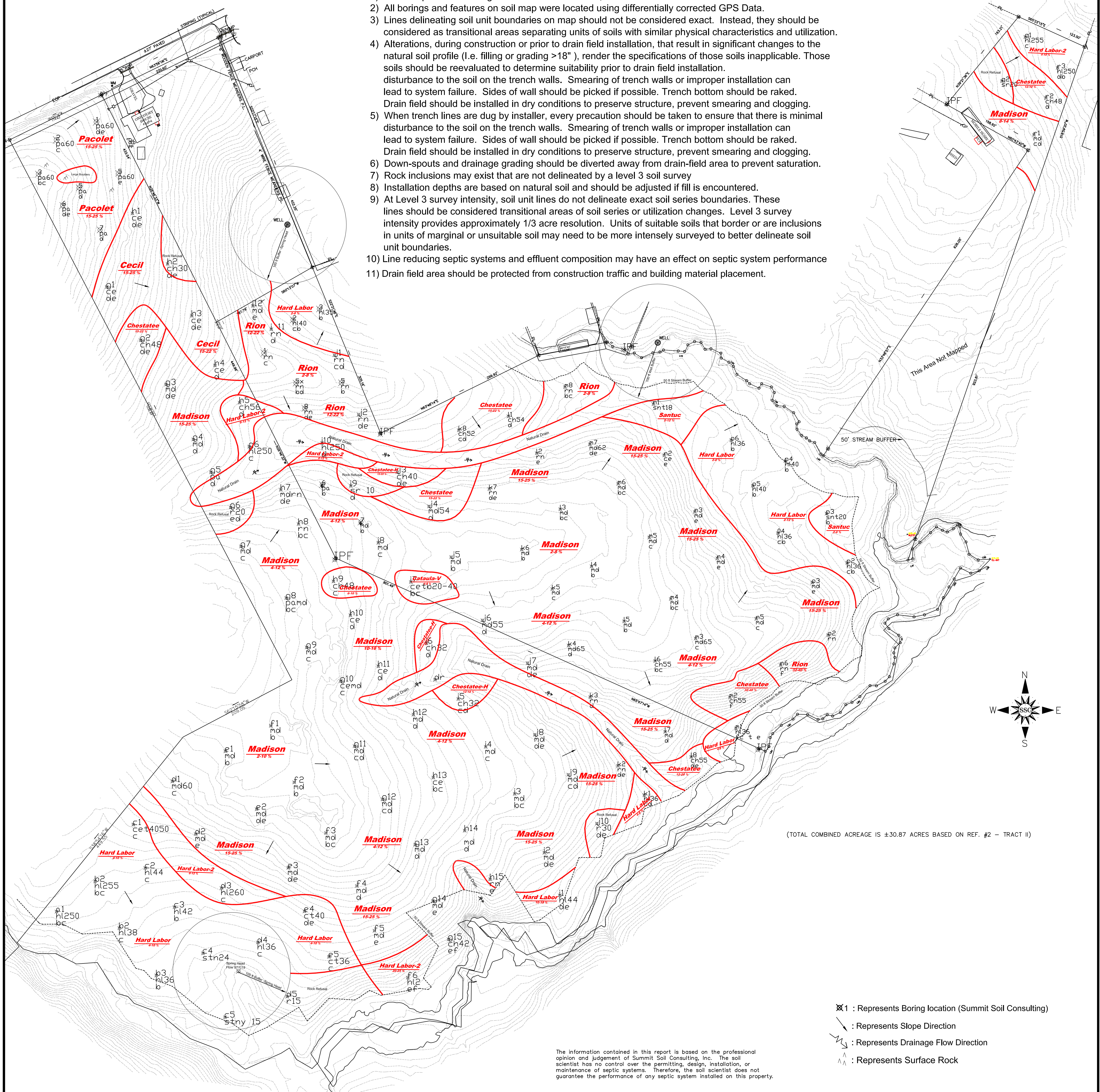
Note: - Hard rock is defined as material impenetrable by hand auger, soft saprolite excluded  
 - Depth to water is defined as the depth to first indication of seasonal saturation  
 \* Slow percolation zone  
 \*\* Depth after cut grading

## 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.

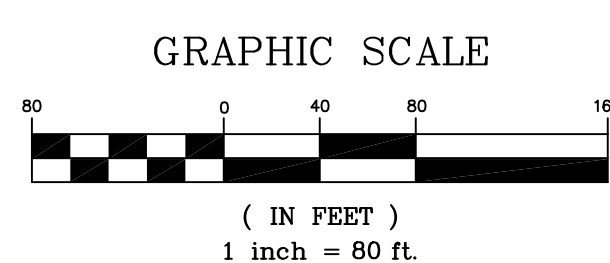


The information contained in this report is based on the professional opinion and judgement of Summit Soil Consulting, Inc. The soil scientist has no control over the permitting, design, installation, or maintenance of septic systems. Therefore, the soil scientist does not guarantee the performance of 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

Brian R. Sutherland, L.S.

Georgia Premier Land Services, Inc.

3010 Hamilton Mill Road

Buford, Ga. 30519

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)**

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**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](mailto:emcgahee@hallcounty.org)

<http://dph.georgia.gov/environmental-health> (State Website)  
<http://www.phdistrict2.org/HallCounty.htm> (District Website)  
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

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## Anael Dominguez (CDI: Planning)

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**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.

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**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 5<sup>th</sup>**. Email comments to Beth ([bgarmon@hallcounty.org](mailto:bgarmon@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto: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, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

\*\*The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, September 12, 2024**. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,  
 Ana Dominguez  
 Planning Commission Clerk  
 Hall County Community Development and Infrastructure  
 (770) 531-6810 | [www.hallcounty.org](http://www.hallcounty.org)




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Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.





Hall County Government  
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PUBLIC WORKS AND UTILITIES

MEMORANDUM

**To:** Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** 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)

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**From:** John Hornick (Fire Services)  
**Sent:** Wednesday, May 1, 2024 1:27 PM  
**To:** Anael Dominguez (CDI: Planning)  
**Cc:** Beth Garmon (CDI: Planning)  
**Subject:** Fire Comments

**Monday, June 3, 2024** Hall County Planning Commission Meeting.

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](#)

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](http://www.Hallcounty.org)



**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.

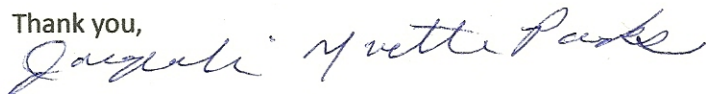
I, Jacqueline Parks, owns the home at 3618 Lebanon Church Road. Our home was built in 1995. We have a private well. We do not have access to city water on Lebanon Church Road. I am concerned about a 20 plus lot subdivision, because I feel that the waste water will affect our private well. There is also 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?

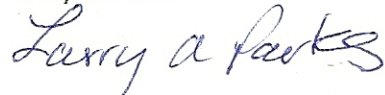
Thank you for taking my concerns into consideration and deny the proposal by Sabina Chowdhury.

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**

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?**

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\***

GREGORY

**Last Name\***

MARLOW

**Address1\***

3630 Lebanon Church Rd

**Address2**

**City\***

Gillsville

**State\***

GA

**Zip\***

30543



**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.

## Jennifer Rivera (Administration)

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**From:** Beth Garmon (CDI: Planning)  
**Sent:** Tuesday, October 22, 2024 12:14 PM  
**To:** Billy Powell (County Commission); Gregg Poole (County Commissioner); Jeff Stowe (County Commission); Kathy Cooper (County Commissioner); Richard Higgins (County Commissioner)  
**Cc:** Zachary Propes (Administration); Casey Ramsey (Administration); Jennifer Rivera (Administration)  
**Subject:** FW: FW: Sabina Chowdhury Rezoning 8/5/2024  
**Attachments:** 07.19.2024 Site Plan with Site Distance Certification (06.07.24).pdf; Chowdhury - BOC App Action Letter.pdf

Good morning, Commissioners.

Please see the email below and attachments referenced regarding the Gillsville Highway rezoning request that comes before you this Thursday 10/24.

In summary, Steve Gilliam has provided comments addressing the passing lane, deceleration lane, and site distance issues that were raised in the Planning Commission meeting, as well as the size of the lots in relation to the septic regulations. There are no changes to the site plan or the narrative at this time.

Please feel free to reach out with any questions.

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](mailto: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](mailto:plats@hallcounty.org). Zoning and general inquiries may be submitted to [planning@hallcounty.org](mailto:planning@hallcounty.org).



---

**From:** Steve Gilliam <[sgilliam@sgwmfirm.com](mailto:sgilliam@sgwmfirm.com)>  
**Sent:** Tuesday, October 22, 2024 11:14 AM  
**To:** Beth Garmon (CDI: Planning) <[bgarmon@hallcounty.org](mailto:bgarmon@hallcounty.org)>; Katie L. Greenway (CDI: Planning)

<klgreenway@hallcounty.org>; Kristie Turner (Planning) <kturner@hallcounty.org>

Cc: Amanda Graham <agraham@sgwmfirm.com>

Subject: FW: FW: Sabina Chowdhury Rezoning 8/5/2024

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.

Beth, Katie, Kristie- not sure who is responsible for distributing these to the Commissioners. Attached is the Site Plan for the above rezoning, prepared by Registered Professional Engineer Matt Sullins. It addresses both the passing lane, deceleration lane, and site distance issues that have been raised. Matt's e-mails also explain the passing lane and the septic tank issues. The Planning Commission and Planning Staff accepted the proposed condition #7, with respect to the highway design and construction and #4, with respect to the on-site septic systems. Both require approval by the appropriate department or government entity and permitting. Please send to the Commissioners.

I look forward to discussing these issues at the Commission meeting Thursday evening.

Thanks,  
Steve Gilliam

Steve Gilliam  
Smith Gilliam Williams & Miles  
[sgilliam@sgwmfirm.com](mailto:sgilliam@sgwmfirm.com)  
(O) 770-536-3381

---

**From:** Matthew Sullins <[mattsullins@gmail.com](mailto:mattsullins@gmail.com)>  
**Sent:** Friday, October 18, 2024 3:32 PM  
**To:** Steve Gilliam <[sgilliam@sgwmfirm.com](mailto:sgilliam@sgwmfirm.com)>  
**Cc:** Sabina Chowdhury <[ireen5562@gmail.com](mailto:ireen5562@gmail.com)>; Amanda Graham <[agraham@sgwmfirm.com](mailto:agraham@sgwmfirm.com)>  
**Subject:** Re: FW: Sabina Chowdhury Rezoning 8/5/2024

Usable lots by the health department are determined to be usable lots if the usable soils meets or exceeds 21,760sf. These lots exceed this requirement and most of the lots site on some of the best soils out there being the Madison Soil Group.

There may be 2 or 3 lots that are questionable but lotlines will be adjusted as needed during the design phase.

We could just move forward and submit to the health department for approval if we need to.

As for the County requiring additional requirements along the DOT road the answer is yes and no. The County could say you need 2 entrances but the DOT may only allow you to have 1.

BUT I feel if the County said we had to have a middle turn lane, I do not think the DOT would disagree with the County. We are right on the border line of requiring a middle turn lane but the plan we have now currently shows a passing lane. I was just hoping the condition would read "as required by GA DOT". A passing lane is MUCH cheaper than a middle turn lane. A middle turn lane would be overkill for sure.

---

**From:** Matthew Sullins <[mattsullins@gmail.com](mailto:mattsullins@gmail.com)>  
**Sent:** Monday, September 9, 2024 12:51 PM  
**To:** Steve Gilliam <[sgilliam@sgwmfirm.com](mailto:sgilliam@sgwmfirm.com)>  
**Cc:** Sabina Chowdhury <[ireen5562@gmail.com](mailto:ireen5562@gmail.com)>; Amanda Graham <[agraham@sgwmfirm.com](mailto:agraham@sgwmfirm.com)>  
**Subject:** Re: FW: Sabina Chowdhury Rezoning 8/5/2024

Each lot will need to be approved by the environmental health department of Hall County. A Level 3 soils report is also required to show the Environmental health department each lot is sized with the minimum usable soils square footage of 21,760sf.

My plan has taken into account areas of unusable soils and the lots have been sized accordingly.

mATT

Smith Gilliam Williams & Miles

[sgilliam@sgwmfirm.com](mailto:sgilliam@sgwmfirm.com)

(O) 770-536-3381

---

**From:** Matthew Sullins <[mattsullins@gmail.com](mailto:mattsullins@gmail.com)>  
**Sent:** Tuesday, July 30, 2024 9:02 AM  
**To:** Sabina Chowdhury <[ireen5562@gmail.com](mailto:ireen5562@gmail.com)>  
**Cc:** Steve Gilliam <[sgilliam@sgwmfirm.com](mailto:sgilliam@sgwmfirm.com)>; Amanda Graham <[agraham@sgwmfirm.com](mailto:agraham@sgwmfirm.com)>  
**Subject:** Re: FW: Sabina Chowdhury Rezoning 8/5/2024

The only per GA DOT standards to remove the 100ft Right Hand Passing Lane would be to reduce the number of lots in the subdivision.

The threshold for requiring the 100ft Right Hand Passing Lane is 75 Left Turns per day and currently as designed we are yielding 80 Left Hand Turns per day.

Each lot is responsible for 4-5 Left Hand Trips per day so the lot yield would have to be reduced by two if we wanted to have an argument with the DOT to not have to provide any kind of left turn lane.

FYI. Even if we reduced the lot count by two there is still a possibility they could still require a passing lane BUT we would have a real good argument.

Matt

## Disclaimer

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This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).







Hall County Government  
COMMUNITY DEVELOPMENT & INFRASTRUCTURE  
PLANNING AND ZONING

August 9, 2024

Sabina Chowdhury  
275 Lily Cove Drive  
Loganville, GA 30052

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING  
DIRECTOR  
Beth Garmon

Dear Applicant:

On August 5, 2024 the Hall County Planning Commission voted to recommend approval, with conditions for your application for **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**

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 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.

The Board of Commissioners will hold a public hearing for final determination of this request at their meeting scheduled for **Tuesday, September 10, 2024 at 6:00 p.m.** at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Please remember that removal of all Public Notice signs posted on the property is your responsibility and should be removed within five (5) working days following the Board of Commissioners final decision.

**It is necessary that either you or your representative attend this meeting.**

If you have any questions, please call this office.

Sincerely,

Beth Garmon,  
Director of Planning and Zoning

/kg

# 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 5, 2024

Time: 5:15 P.M.

COUNTY COMMISSION

Date: OCT 24, 2024

Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Sep 11, 2024 11:44:26

3464 Gillsville Highway

Gainesville

Hall County

Georgia



## AGENDA ITEM

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

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**REPORT TO:** Work Session (10/21/24)

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

**ITEM NO:** 549/2024

**SUBJECT:** **3613 White Sulphur Road | Rezone** | from Agricultural Residential IV (AR-IV) to Planned Commercial Development (PCD) & Gateway Corridors Overlay District (GCOD) | on a 10.00± acre tract located on the east side of White Sulfur Road at its intersection with Cornelia Highway | Zoned AR-IV; Tax Parcel 15019 000151 | **Proposed Use: Agricultural market** | Commission District 3 | **Reynolds-Hemmer Properties, LP, applicant**

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### Meetings:

**Work Session Date:** 10/21/24

**Voting Meeting Date:** 10/24/24

### Executive Summary:

**Presenter:** BG

**Recommendation:**

Approval, with conditions:

1. The property shall be developed in accordance with the site plan dated July 18, 2024, and as described in the project narrative received August 1, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The frontage strip landscape design shall utilize the existing mature vegetation and may be supplemented with additional landscaping to conform with Gateway Corridors Overlay District standards. Final review of the landscape plans shall be subject to the approval of the Director of Planning and Zoning or their designee.
3. The existing mature landscaping shall be maintained within the 25-foot transitional buffers along the east and south property lines. The development and any site improvements 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. It shall be the developer's responsibility to determine if a land disturbance permit is required for any future site work.
4. Access to the property shall be from White Sulphur Road only. No access shall be permitted from Cornelia Highway (SR365). The developer shall be responsible for all costs associated with improvements necessary for access to the development.
5. 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.
6. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
8. All exterior renovations shall be approved by the Planning Director

**Purpose of Request:**

**3613 White Sulphur Road | Rezone** | from Agricultural Residential IV (AR-IV) to Planned Commercial Development (PCD) & Gateway Corridors Overlay District (GCOD) | on a 10.00± acre tract located on the east side of White Sulfur Road at its intersection with Cornelia Highway | Zoned AR-IV; Tax Parcel 15019 000151 | **Proposed Use: Agricultural market** | Commission District 3 | **Reynolds-Hemmer Properties, LP, applicant**

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

Submit	Approve	Attorney	Administration
KE	BG	WLI	CR
Clerk			
JR			

**Attachments:**

Board Memo  
Recommendation Report

Application  
Narrative  
Site Plan  
Maps  
Environmental Health Comments  
GDOT Comments  
Public Works Comments  
Fire Comments  
Notice Sign Photos



# Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE  
PLANNING AND ZONING

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING  
DIRECTOR  
**Beth Garmon**

**To:** Richard Higgins, Chairman  
Kathy Cooper, District 1 Commissioner  
Billy Powell, District 2 Commissioner  
Gregg Poole, District 3 Commissioner  
Jeff Stowe, District 4 Commissioner

**From:** Beth Garmon, Director of Planning & Zoning

**Date:** October 7, 2024

**Subject:** **3613 White Sulphur Road | Rezone |** on a 10.00± acre tract | **Proposed Use: Agricultural market | Reynolds-Hemmer Properties, LP, applicant**

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The request before you is the request of Reynolds-Hemmer Properties, LP to rezone from Agricultural Residential IV (AR-IV) to Planned Commercial Development (PCD) to allow for an agricultural market. This item is located within Commission District 3.

At their September 16, 2024 meeting, the Hall County Planning Commission voted to recommend **approval, with eight (8) conditions (5-0)**.

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 in opposition during the public hearing**.

**Planning Commission Conditions:**

1. The property shall be developed in accordance with the site plan dated July 18, 2024, and as described in the project narrative received August 1, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The frontage strip landscape design shall utilize the existing mature vegetation and may be supplemented with additional landscaping to conform with Gateway Corridors Overlay District standards. Final review of the landscape plans shall be subject to the approval of the Director of Planning and Zoning or their designee.
3. The existing mature landscaping shall be maintained within the 25-foot transitional buffers along the east and south property lines. The

development and any site improvements 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. It shall be the developer's responsibility to determine if a land disturbance permit is required for any future site work.

4. Access to the property shall be from White Sulphur Road only. No access shall be permitted from Cornelia Highway (SR365). The developer shall be responsible for all costs associated with improvements necessary for access to the development.
5. 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.
6. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

8. All exterior renovations shall be approved by the Planning Director.



**HALL COUNTY PLANNING COMMISSION  
RECOMMENDATION REPORT**

**Applicant** ..... Reynolds-Hemmer Properties, LP

**Request** ..... Rezone | from Agricultural Residential IV (AR-IV, 17.120) to Planned Commercial Development (PCD, 17.180.080) & Gateway Corridors Overlay District (GCOD, 17.420)

**Proposed Use** ..... Agricultural Market

**Size** ..... 10.00 ± acres

**Zoning** ..... Current: Agricultural Residential IV (AR-IV, 17.120) | Proposed: Planned Commercial Development (PCD, 17.180.080)

**Location** ..... **3613 White Sulphur Road** | Tax Parcel 15019 000151

**Commission District** ..... Three

**Planning Commission Date** ..... September 16, 2024

**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

**Record Number**.....HZON24-0025

**Planning Commission Recommendation**..... **Approval, with conditions**  
**Vote: 5-0**

**Planning Commission Conditions:**

1. The property shall be developed in accordance with the site plan dated July 18, 2024, and as described in the project narrative received August 1, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The frontage strip landscape design shall utilize the existing mature vegetation and may be supplemented with additional landscaping to conform with Gateway Corridors

Overlay District standards. Final review of the landscape plans shall be subject to the approval of the Director of Planning and Zoning or their designee.

3. The existing mature landscaping shall be maintained within the 25-foot transitional buffers along the east and south property lines. The development and any site improvements 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. It shall be the developer's responsibility to determine if a land disturbance permit is required for any future site work.
4. Access to the property shall be from White Sulphur Road only. No access shall be permitted from Cornelia Highway (SR365). The developer shall be responsible for all costs associated with improvements necessary for access to the development.
5. 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.
6. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
8. All exterior renovations shall be approved by the Planning Director.

### **Excerpts from the minutes of the September 3, 2024 meeting**

#### **Applicant's Presentation:**

**Katie Greenway, Planning and Zoning Administrator**, presented a summary of the request.

**Lee Hemmer, 3945 Reynolds Road, Gainesville**, presented the request.

#### **Public Forum:**

*There were no comments in support or opposition.*

**Planning Commission Comments:**

Mr. Hunt asked if the applicant intends to keep the current sign or if a new one will be constructed. The applicant was unsure of their plans but intends to meet all requirements of the Hall County code.

***Motion: A motion was made to approve with conditions by Mr. Hunt and seconded by Ms. Pilcher and Mr. Sosebee. Vote: 5-0***

Mr. Braswell sought an amended motion for Mr. Hunt to clarify that his motion included 8 conditions of approval instead of 7.

***Amended Motion: A motion was made to approve with conditions by Mr. Hunt and seconded by Ms. Pilcher. Vote: 5-0***

*Conditions:*

1. The property shall be developed in accordance with the site plan dated July 18, 2024, and as described in the project narrative received August 1, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The frontage strip landscape design shall utilize the existing mature vegetation and may be supplemented with additional landscaping to conform with Gateway Corridors Overlay District standards. Final review of the landscape plans shall be subject to the approval of the Director of Planning and Zoning or their designee.
3. The existing mature landscaping shall be maintained within the 25-foot transitional buffers along the east and south property lines. The development and any site improvements 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. It shall be the developer's responsibility to determine if a land disturbance permit is required for any future site work.
4. Access to the property shall be from White Sulphur Road only. No access shall be permitted from Cornelia Highway (SR365). The developer shall be responsible for all costs associated with improvements necessary for access to the development.
5. 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.
6. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

8. All exterior renovations shall be approved by the Planning Director.

---

**Staff recommends APPROVAL of the applicant's request with the following conditions:**

1. The property shall be developed in accordance with the site plan dated July 18, 2024, and as described in the project narrative received August 1, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The frontage strip landscape design shall utilize the existing mature vegetation and may be supplemented with additional landscaping to conform with Gateway Corridors Overlay District standards. Final review of the landscape plans shall be subject to the approval of the Director of Planning and Zoning or their designee.
3. The existing mature landscaping shall be maintained within the 25-foot transitional buffers along the east and south property lines.
4. Access to the property shall be from White Sulphur Road only. No access shall be permitted from Cornelia Highway (SR365). The developer shall be responsible for all costs associated with improvements necessary for access to the development.
5. 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.
6. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
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"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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**The following should be considered as exceptions to the Official Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:**

17.420.050.C – Transitional buffers

- o Where a commercial zoning district abuts property zoned for single-family residential or agricultural use, the minimum width shall be 25 feet.
  - ☐ The applicant proposes a 10 foot wide transitional buffer.

17.420.050.E.3 – Paving materials for parking lots.

- o All parking areas shall be paved with asphalt, concrete (or pervious materials approved by the director).
  - ☐ The applicant proposes gravel parking.

17.420.050.H.2 – Building Materials

- o 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. Iass 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 existing residence does not include any brick or stone in the façade. The intent of the rezoning is to preserve and feature the historical significance of the property, including the existing home which will be utilized as a market.

---

**Summary Analysis**

The applicant is requesting to rezone 10.00± acres of property zoned Agricultural Residential IV (AR-IV, 17.120) to Planned Commercial Development (PCD, 17.180.080) within the Gateway Corridors Overlay District (17.420) for the purpose of establishing an agricultural market. The property is currently developed with several residences, including one of apparent historical significance where the agricultural market will be located.

Per the submitted narrative, the applicant is requesting to establish an agricultural market envisioned to be stocked with beef and pork raised on the adjacent farm along with eggs, chicken, honey, and other

locally grown produce. The market will also carry preserves and other food items from local companies. Additionally, local artists will be invited to sell their goods. The market will showcase the history of East Hall County and the Reynolds-Hemmer farm. All meat products will be processed off-site and all retail activity is identified as being within the historical residence at 3613 White Sulphur Road. The applicant indicates future plans may include a sandwich shop, take and bake meals, and farm tours.

Per the tax records, there are two homes on the property, with one being built in 1950 and one in 1960. The recorded plat shows a total of four homes and an accessory structure. The site plan designates the home at 3623 White Sulphur Road as a caretaker residence for the business with the majority of the property being substantially wooded.

According to the site plan, access to the development will be solely from White Sulphur Road. While the driveway within the White Sulphur Road right-of-way will be paved to meet Hall County standards, the on-site circulation and parking area are proposed to be gravel surface, which is not compliant with the Gateway Corridors Overlay District standards.

The site plan reflects a building setback of 40 feet from both frontages, a 15 foot setback from the southern side property line and 25 foot setback from the rear property line. A 10 foot wide landscape strip is proposed along both road frontages. Additionally, a 10 foot wide vegetative buffer is proposed along the western and southern property lines where a 25 foot wide buffer is required by Gateway Corridors Overlay District standards.

The subject property abuts several parcels zoned Agricultural Residential IV (AR-IV) to the east, south and west. The subject property is located at the southeast corner of Cornelia Highway (SR365) and White Sulphur Road. The intersection includes a property zoned Planned Commercial Development (PCD) which is developed with a convenience store and gas station, a property zoned Planned Industrial Development (PID), which is also developed with a convenience store and gas station, and a property zoned Heavy Industrial (I-II) consisting of a partially-developed industrial park.

Per the submitted narrative, water services are provided by the City of Gainesville Department of Water Resources. Sanitary services will be provided by an existing private septic system which may require improvements.

Two exceptions from the Gateway Corridors Overlay District 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**

<b>Standard</b>	<b>Compliance</b>	<b>Proposed Work</b>	<b>Notes</b>
17.420.050.C – Transitional buffers	Deficient	10-foot transitional buffer	25 foot transitional buffer required along east and south property lines
17.420.050.D – Other landscape and screening standards	Complies	Street frontage 10 foot wide landscape strip	

17.420.050.E – Parking lot design	Deficient	Gravel parking/circulation area	Pavement required.
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 nonresidential buildings	Not applicable	Remodel of existing residence for commercial occupancy	Building materials used for all four sides of <b>new or reconstructed</b> buildings are restricted to Brick, Stone, Split-face block/concrete masonry unit (CMU) (restructured to 50 percent of the surface area), Stucco is restricted to 50 percent of the surface area of each side of a building, and/or Glass and glass block. <b>Applicant is not proposing any new or reconstructed buildings, and instead will convert an existing home to be used as a market.</b>
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 aligns with the Employment Corridor future land use and is compatible with the surrounding properties, which feature industrial zoning to the north and northwest and the Planned Commercial Development to the west.**
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 Planned Commercial Development 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 approval by the Board of Commissioners.**

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 multiple residences.**
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 north were rezoned from Agricultural Residential IV (AR-IV) to their respective commercial and industrial zoning districts. The ongoing growth of commercial and industrial development in this area supports additional commercial development.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning would continue the expansion of commercial 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.**
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 commercial retail uses; however, as the purpose for the rezoning is to showcase the historical significance of the subject property, another site may not be feasible.**
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 August 13, 2024, Emily McGahee stated "Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. A Food Service permit/plan review may be required after review of business plan."

#### **Hall County Fire Marshal**

In an email dated August 14, 2024, John Hornick, NPQ Fire Service Plans Examiner 1, Lieutenant stated, "The Hall County Fire Marshal's Office has no comments as proposed."

#### **Hall County Public Works and Utilities**

In a memo dated August 15, 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.

##### **Traffic:**

No comment.

##### **Utilities:**

No sewer in area. Gainesville sewer area.

#### **Georgia Department of Transportation**

In an email dated August 12, 2024, Veronica Chavers, D1TO Civil Engineer III, stated that this project will require GDOT coordination to determine if trips generated will adversely impact the state route.

PLANNING AND DEVELOPMENT DEPARTMENT 2875  
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING  
ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 f: 770-531-3902



**ZONING APPLICATION**

**Applicant (Name & Mailing Address)**

REYNOLDS-HEMMER PROPERTIES, LP  
3645 WHITE SULPHUR ROAD  
GAINESVILLE, GA 30507  
Phone 770-530-3646

**Property Owner (Name & Mailing Address)**

REYNOLDS-HEMMER PROPERTIES, LP  
3645 WHITE SULPHUR ROAD  
GAINESVILLE, GA 30507  
Phone 770-530-3646

Email Address lee@candlerre.com

Email Address lee@candlerre.com

Proposed Use SMALL RETAIL STORE FOR WHITE SULPHUR FARMS

**Contact Person (Name & Mailing Address)**

LEE HEMMER  
3645 WHITE SULPHUR ROAD  
GAINESVILLE, GA 30507  
Phone 770-530-3646  
Email Address lee@candlerre.com

**Status of Applicant**

- Owner
- Option to Purchase
- Area Resident
- Other


**Requested Action**

Existing Zoning: AR-IV  
Rezone to: PCD  
Fee: \$                       
Receipt #:                       
Check #:                     

Tax Parcel Number 15019 000151 Acreage 10.00 ACRES

Location Address 3613 WHITE SULPHUR ROAD, GAINESVILLE, GA 30507

I hereby certify that the above information and all attached information are true and correct.

Sign  Date: 07/31/2024  
LEE HEMMER (LW21, 303169-10 EOT)

**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



### 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 <sup>x</sup>\_\_\_\_\_

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: \_\_\_\_\_

DocuSigned by:  
  
0F07FAD7775D4C3...

Date: 7/16/2024

Applicant's/Owner's Name (Printed): LEE HEMMER



RECEIVED

AUG 01 2024

Planning & Zoning Department

NARRATIVE REPORT  
REQUEST FOR REZONING  
HALL COUNTY, GEORGIA

RE: 10.00 acres located at 3613 White Sulphur Rd, Gainesville, GA 30507  
Parcel ID 15019 000151

Reynolds-Hemmer Properties, LP (the "Applicant") respectfully submits this Narrative Report to the Hall County Board of Commissioners in support for rezoning from AR-IV zoning classification to PCD zoning classification.

Butch's at White Sulphur Farms will be a local market and tourist stop featuring Georgia products with an emphasis on highlighting local and family-owned farms and businesses. Butch's sits on land the Reynolds (now Reynolds-Hemmer) family has owned for more than 200 years, in a house built before the Civil War. Customers will enter this historic home to find it reimaged as an early 1900s era market, where they can buy beef and pork raised on White Sulphur as well as eggs, honey, chicken, fresh produce, and more raised by other area farmers. Meat will be processed offsite. The market will carry jams, jellies, drinks, and snack items from local companies and makers. Members of the region's rich literary and arts community will be invited to sell their goods, such as items from woodworkers, hand-thrown pottery, art, and books.

The dog-trot area of the home will house a display educating guests of the history, not only of White Sulphur Farm, but of East Hall County in general. They will read about the architectural style of the home, the Reynolds family migration into Georgia around 1805, the historic White Sulphur Springs Hotel, Healen-Head Mill, Butch Reynolds's butcher shop from the early 1900s, and more. Product displays will include information about the suppliers and their stories to further inform customers about the area's long standing agricultural community.

The initial mission of Butch's is to provide the best our region has to offer by way of consumable and durable goods, while informing them of the region's rich history. Over time, the family hopes to expand the offerings of Butch's to include a sandwich counter and take-and-bake meals for locals and tourists alike, while maintaining the current footprint of the home. Eventually, the family envisions offering small farm tours for guests to visit the pigs and cows and to learn more detailed history of the farm and area.

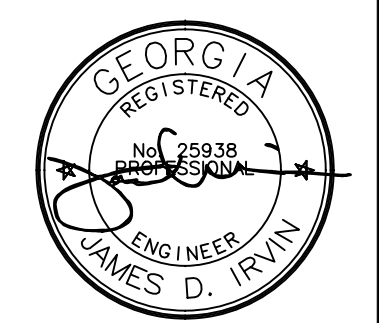
The store will have 5 parking spaces, with one being handicap. No signs or lighting are currently proposed. Water is provided by the City of Gainesville and there is an existing septic system. It is understood that there may be a need to improve the septic system. The total amount of impervious area will be under 5,000 square feet; therefore, no stormwater management facilities are required.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Irvin', with a large circular flourish on the left side.

James Irvin, PE  
Engineer for Applicant  
Foothills Land Design, LLC

REVISIONS NO.	DESCRIPTION	DATE
1	REVISIONS PER HALL COUNTY COMMENTS	7/31/24

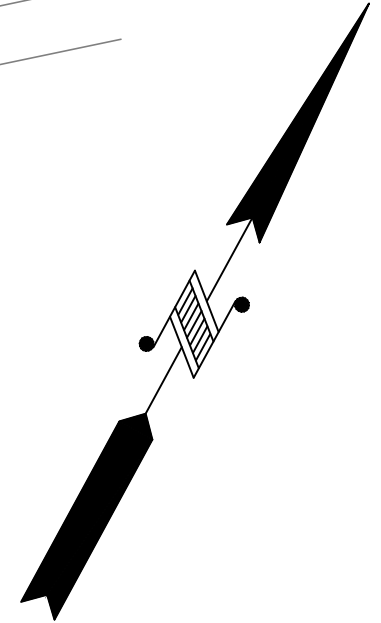


GSWCC LEVEL II #9832

DATE: JULY 18, 2024

SCALE: 1" = 40'

SHEET:  
**C1**  
 JOB #24128

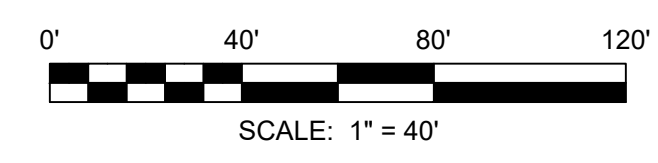
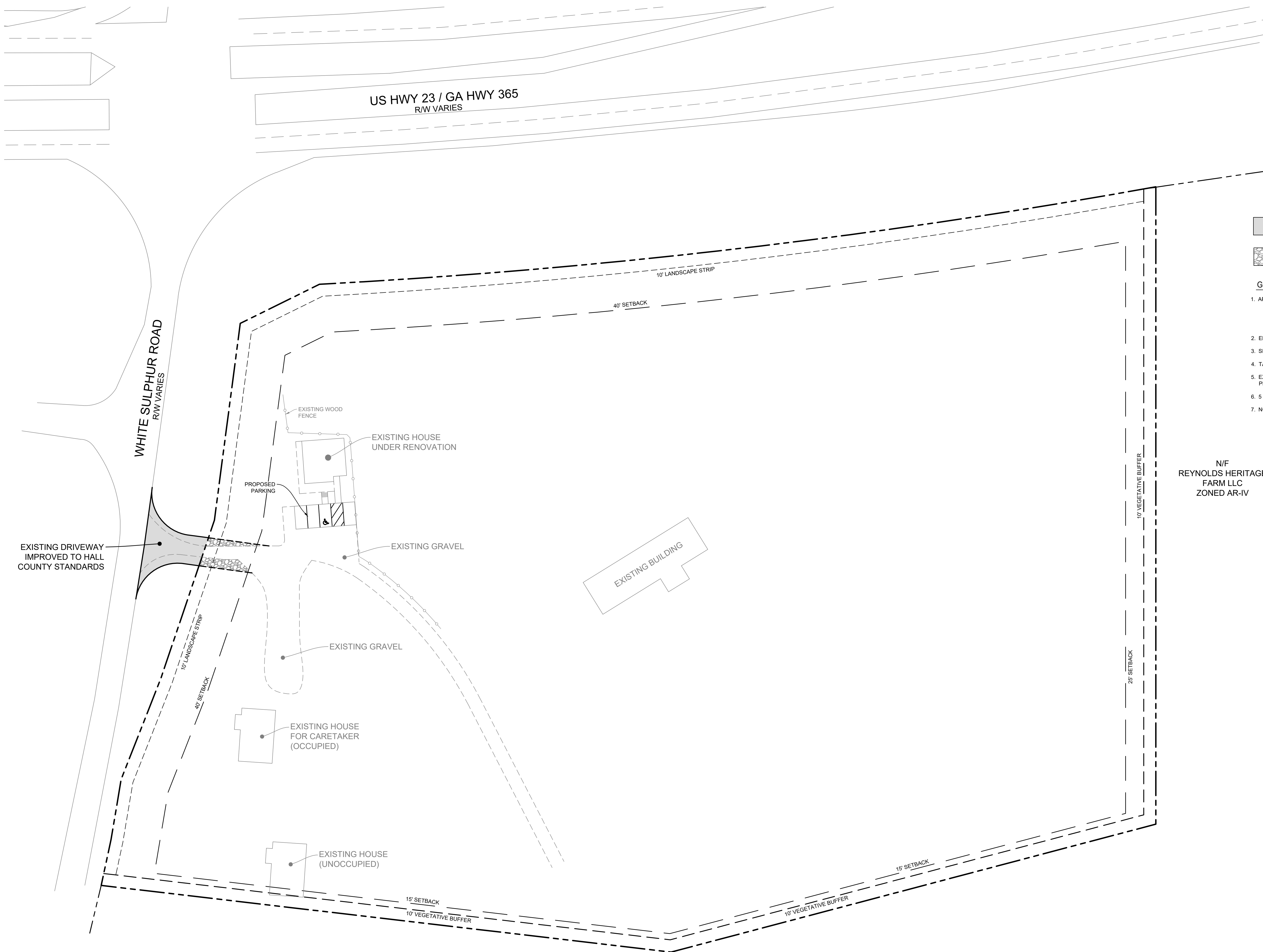


- LEGEND**
- PROPOSED ASPHALT PAVING
  - PROPOSED GRAVEL

- GENERAL NOTES:**
1. APPLICANT: LEE HEMMER  
 REYNOLDS-HEMMER PROPERTIES, LP  
 3645 WHITE SULPHUR RD.  
 GAINESVILLE, GA 30507  
 770-530-3646
  2. ENGINEERING CONTACT: JAMES IRVIN @ 706-778-0067
  3. SITE AREA: 10.00 ACRES
  4. TAX PARCEL #15019 000151
  5. EXISTING ZONING: AR-IV  
 PROPOSED ZONING: PCD
  6. 5 PARKING SPACES ARE PROPOSED FOR THIS SITE.
  7. NO SIGNS ARE PROPOSED FOR THIS SITE AT THIS TIME.

N/F  
 REYNOLDS HERITAGE FARM LLC  
 ZONED AR-IV

N/F  
 REYNOLDS HERITAGE FARM LLC  
 ZONED AR-IV





IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW

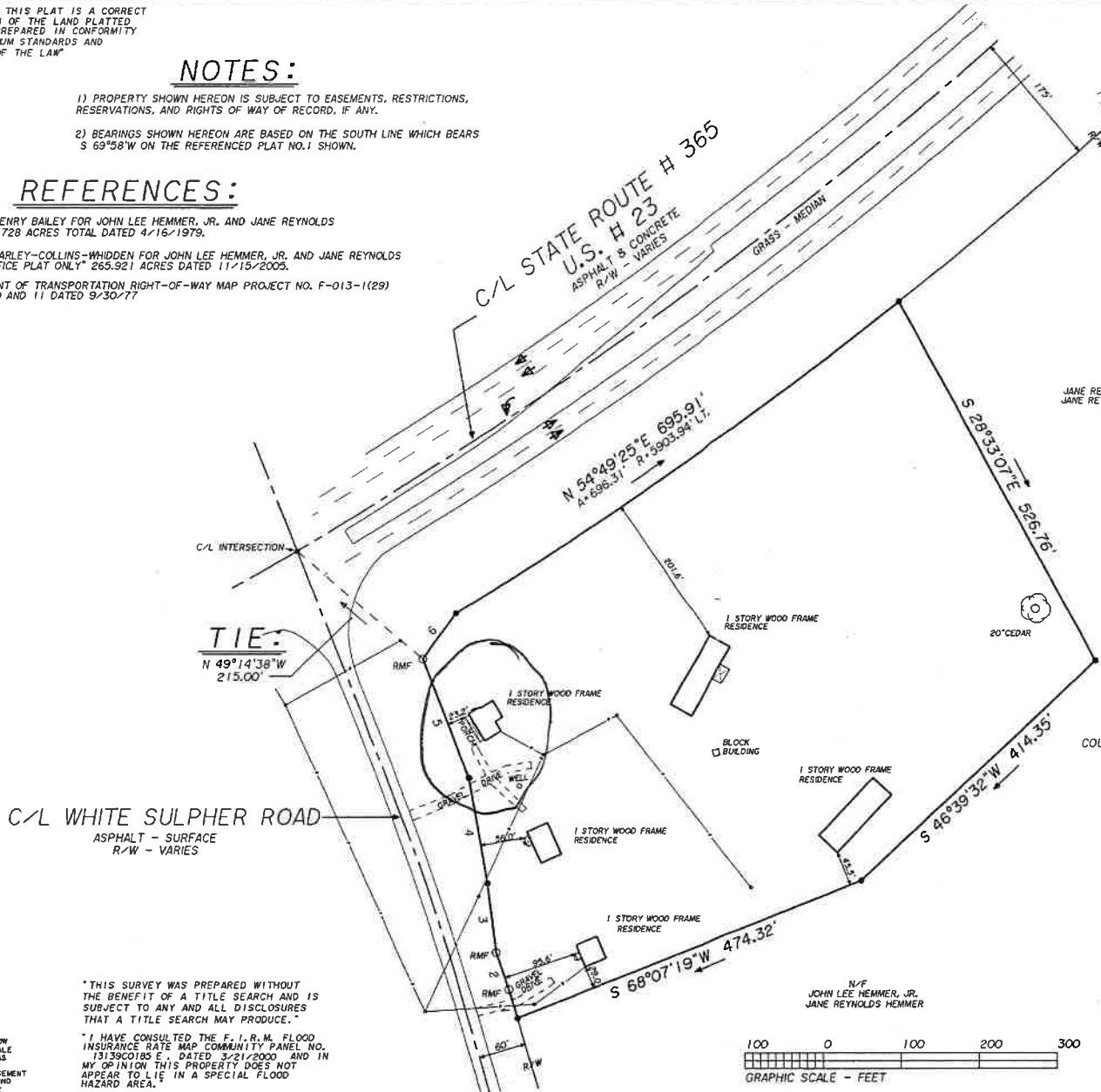
**NOTES:**

- 1) PROPERTY SHOWN HEREON IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD, IF ANY.
- 2) BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE WHICH BEARS S 69°58'W ON THE REFERENCED PLAT NO.1 SHOWN.

**REFERENCES:**

- 1) PLAT BY HENRY BAILEY FOR JOHN LEE HEMMER, JR. AND JANE REYNOLDS HEMMER 370.728 ACRES TOTAL DATED 4/16/1979.
- 2) PLAT BY FARLEY-COLLINS-WHIDDEN FOR JOHN LEE HEMMER, JR. AND JANE REYNOLDS HEMMER "OFFICE PLAT ONLY" 265.921 ACRES DATED 11/15/2005.
- 3) DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP PROJECT NO. F-013-1(29) SHEET NO. 10 AND 11 DATED 9/30/77

FIELD SURVEY ERROR OF CLOSURE 1:21496  
 ANGULAR ERROR PER ANGLE POINT 00'00'02"  
 INSTRUMENT USED TOPCON GPT 2005  
 ADJUSTED BY LEAST SQUARES  
 PLAT ERROR OF CLOSURE 1:413262



**TIE:**  
 N 49°14'38"W  
 215.00'

**C/L WHITE SULPHUR ROAD**  
 ASPHALT - SURFACE  
 R/W - VARIES

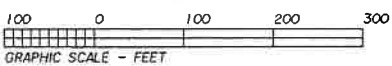
**C/L STATE ROUTE H 365**  
 U.S. H 23  
 ASPHALT & CONCRETE  
 R/W - VARIES

N/F  
 JANE REYNOLDS HEMMER  
 JANE REYNOLDS HEMMER

N/F  
 JOHN LEE HEMMER, JR.  
 JANE REYNOLDS HEMMER

"THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND IS SUBJECT TO ANY AND ALL DISCLOSURES THAT A TITLE SEARCH MAY PRODUCE."  
 "I HAVE CONSULTED THE F. I. R. M. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 13139C0185 E, DATED 3/21/2000 AND IN MY OPINION THIS PROPERTY DOES NOT APPEAR TO LIE IN A SPECIAL FLOOD HAZARD AREA."

- LEGEND:**
- A - ARC
  - R - RADIUS
  - CONCRETE
  - DRAINAGE FLOW
  - DRAINAGE SWALE
  - ALSO KNOWN AS
  - C/L - CENTERLINE
  - DE - DRAINAGE EASEMENT
  - IFF - IRON P IN FOUND
  - IPS - IRON P IN SET
  - LLL - LAND LOT LINE
  - N/F - NON OR FORMERLY
  - R/W - RIGHT-OF-WAY
  - SS - SANITARY SEWER
  - S/S - SETBACK
  - X - FENCE
  - G - GAS
  - P - POWER
  - T - TELEPHONE
  - W - WATER
  - CTP - CRIMP TOP PIPE FOUND
  - RMF - CONCRETE MOUNTMENT FOUND
  - 100 - CONTOUR ELEVATION
  - 100 - ELEVATION AT "X"
  - OB - POWER BOX
  - RMF - RIGHT OF WAY MONUMENT FOUND



**10.00 ACRES**

PREPARED BY: <b>FARLEY-COLLINS-WHIDDEN</b> P. O. BOX 731 (770)532-1001 800 SPRING STREET GAINESVILLE, GA. 30503		DATE: 11/15/2005 JOB #: C1732 SCALE: 1" = 200'	SURVEY FOR: <b>JOHN LEE HEMMER, JR.                  JANE REYNOLDS HEMMER</b> LOCATION: GLADE (GM 403) DISTRICT HALL COUNTY, GEORGIA
---	--	---	--



"IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW"

**NOTES:**

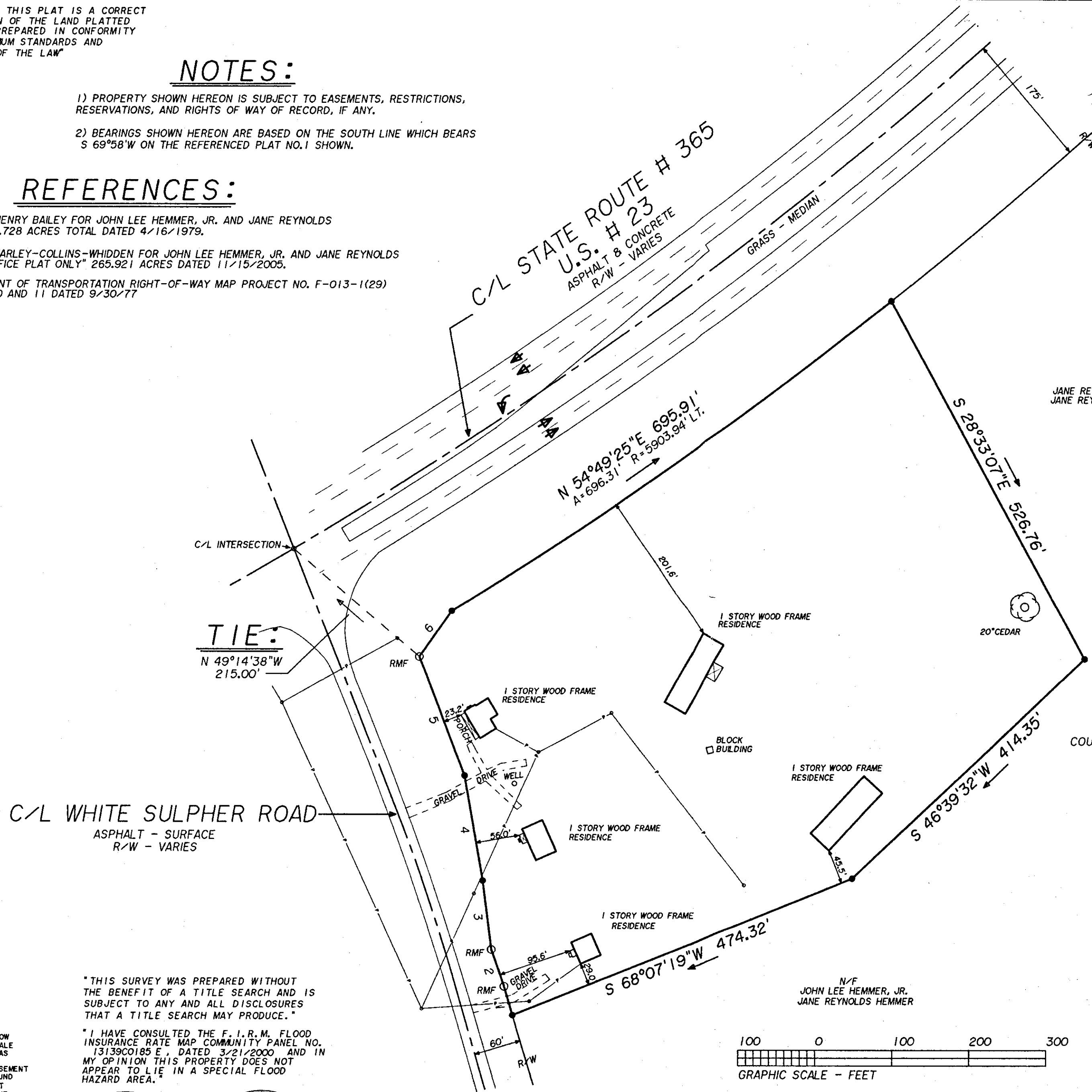
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- 2) PLAT BY FARLEY-COLLINS-WHIDDEN FOR JOHN LEE HEMMER, JR. AND JANE REYNOLDS HEMMER "OFFICE PLAT ONLY" 265.921 ACRES DATED 11/15/2005.
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FIELD SURVEY ERROR OF CLOSURE 1:21496  
 ANGULAR ERROR PER ANGLE POINT 00°00'05"  
 INSTRUMENT USED TOPCON GPT 2005  
 ADJUSTED BY LEAST SQUARES  
 PLAT ERROR OF CLOSURE 1:413462

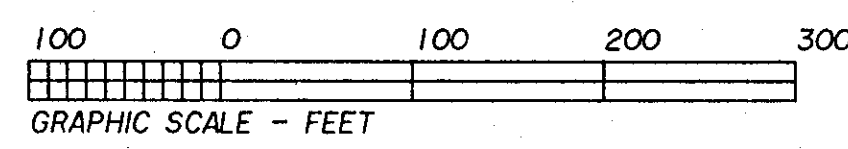
GRID NORTH SEE REF. NO.1



N/F  
 JANE REYNOLDS HEMMER  
 JANE REYNOLDS HEMMER

N/F  
 JOHN LEE HEMMER, JR.  
 JANE REYNOLDS HEMMER

COURSE	BEARING	DISTANCE
1	N 16°23'23"W	38.81'
2	N 19°01'42"W	50.49'
3	N 07°05'00"W	89.68'
4	N 09°52'00"W	138.17'
5	N 21°04'04"W	164.09'
6	N 35°08'53"E	73.03'

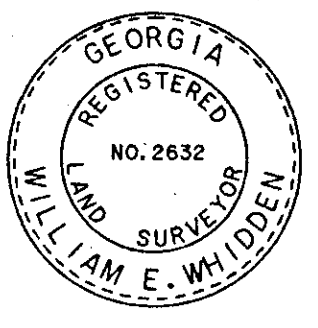
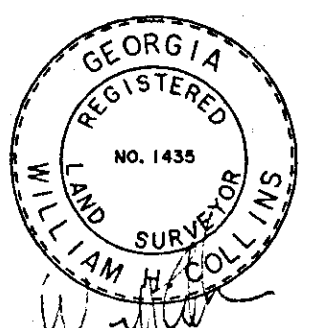


**10.000 ACRES**

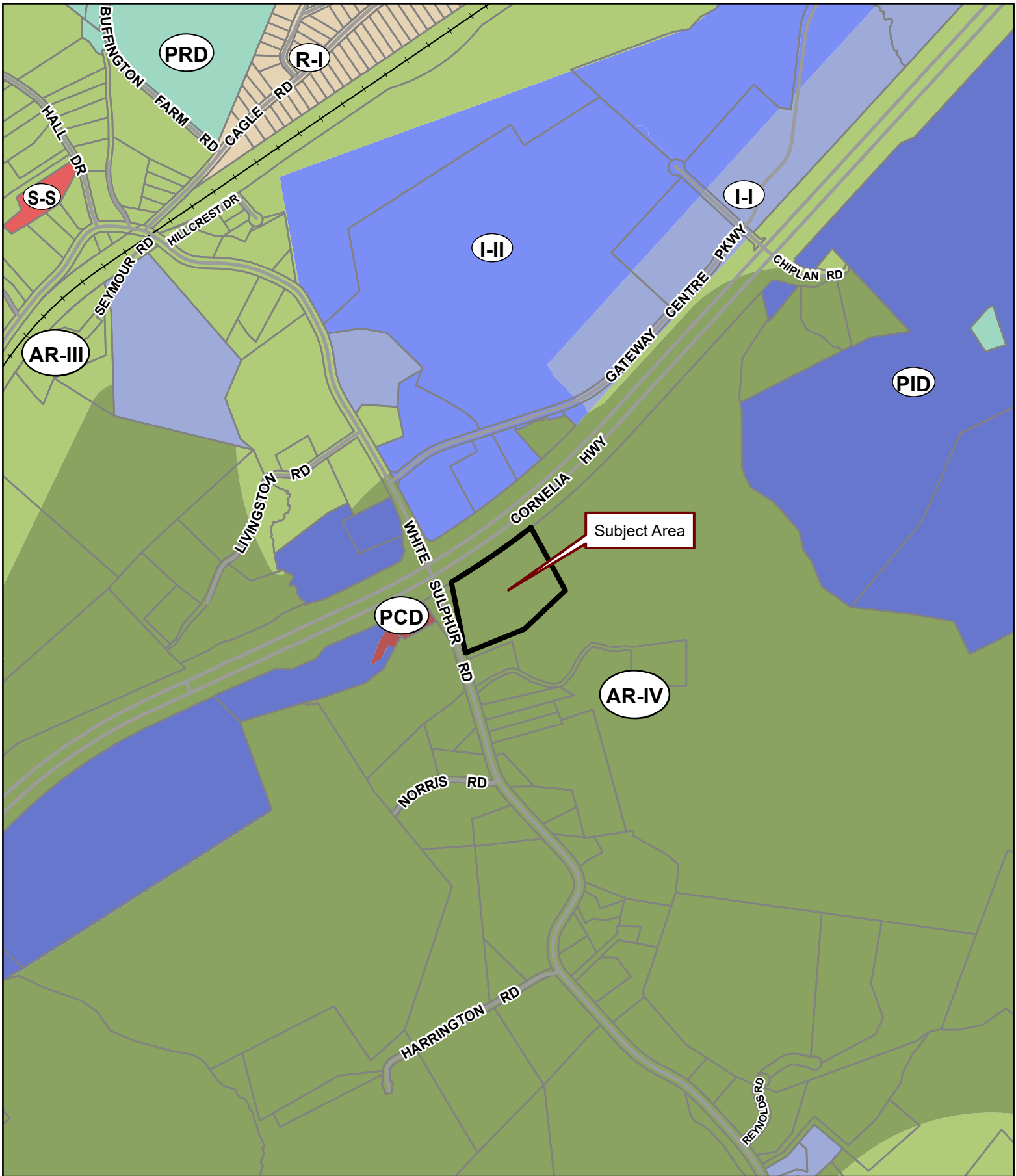
- LEGEND:**
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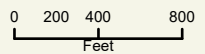
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<b>PREPARED BY:</b> FARLEY-COLLINS-WHIDDEN P. O. BOX 731 (770)532-1001 800 SPRING STREET GAINESVILLE, GA. 30503	<b>DATE:</b> 11/15/2005	<b>SURVEY FOR:</b> JOHN LEE HEMMER, JR. JANE REYNOLDS HEMMER
	<b>JOB #:</b> C1732	<b>LOCATION:</b> GLADE (GM 403) DISTRICT HALL COUNTY, GEORGIA
<b>SCALE:</b> 1" = 200'		

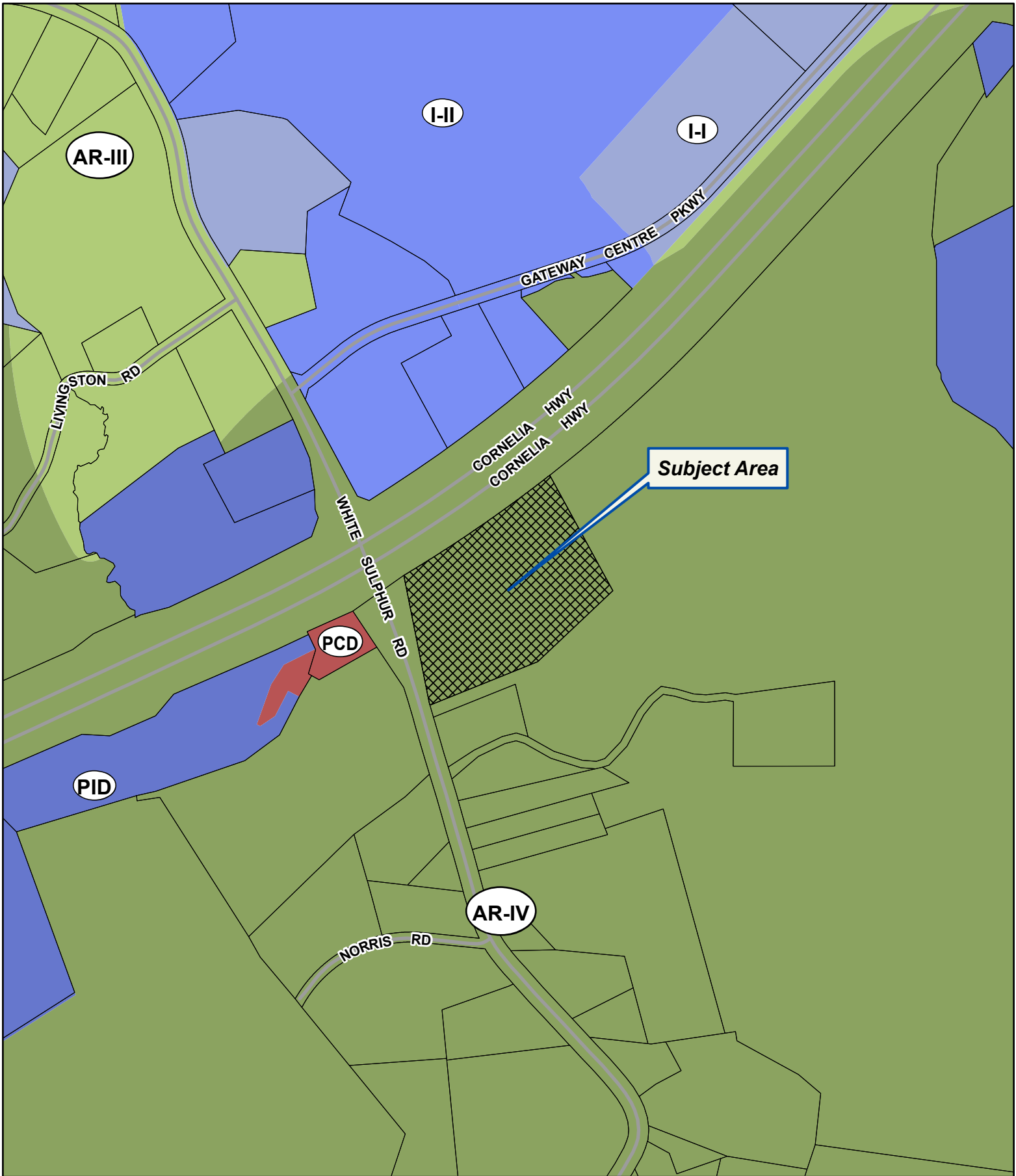


**Applicant:** REYNOLDS-HEMMER PROPERTIES, LP  
**Tax Parcel #:** 15019 000151  
**Location:** 3613 WHITE SULPHUR ROAD, GAINESVILLE, GA 30507  
**Commission District 3**      **PC Mtg. Date: 09/16/2024**

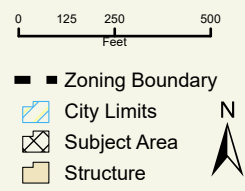


- Zoning Boundary
- City Limits
- Subject Area
- Structure





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**Commission District 3**      **PC Mtg. Date: 09/16/2024**





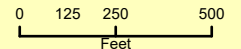
**Applicant:** REYNOLDS-HEMMER PROPERTIES, LP




**Tax Parcel #:** 15019 000151

**Location:** 3613 WHITE SULPHUR ROAD, GAINESVILLE, GA 30507

**Commission District 3**

**PC Mtg. Date: 09/16/2024**



-  Zoning Boundary
-  City Limits
-  Subject Area



## **Katie L. Greenway (CDI: Planning)**

---

**From:** Emily McGahee (Environmental Health)  
**Sent:** Tuesday, August 13, 2024 4:53 PM  
**To:** Katie L. Greenway (CDI: Planning); Beth Garmon (CDI: Planning); Kristie Turner (Planning)  
**Cc:** Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)  
**Subject:** HCPC Tentative Agenda 9.16.24

Please find Environmental Health comments below:

Items 1A/B, 6270 Cruiser Court, Mashburn: Must meet all residential permitting requirements.

Items 2A/B, 3677 Cameron Circle, 180 Renovations: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. An existing system evaluation/site visit will be required for Environmental Health to process the building permit application.

Item 3, 3110 Atlanta Hwy, DCCM: Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled. An onsite sewage management system (and bathroom structure) will be required on the property if it is to be occupied for two hours or more.

Item 4, 3613 White Sulphur Rd, Reynolds-Hemmer: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. A Food Service permit/plan review may be required after review of business plan.

Items 5A/B, 2017 Athens Hwy, Fast Lube Solutions: Please be advised that proposed truck parking is over the proposed septic system included in approved civil plan HDV2021-0094.

Item 6, 5709 McEver Road, Moosa: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled. A Food Service permit/plan review may be required after review of business plan.

Emily McGahee

Hall County Environmental Health  
Hall County Government Center  
2875 Browns Bridge Road  
Mailing: PO Box 5901  
Gainesville, GA 30504  
(770) 531-3973 (phone)  
[emcgahee@hallcounty.org](mailto:emcgahee@hallcounty.org)

<http://dph.georgia.gov/environmental-health> (State Website)

<http://www.phdistrict2.org/HallCounty.htm> (District Website)

<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is

only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

## Katie L. Greenway (CDI: Planning)

---

**From:** Chavers, Veronica E <VChavers@dot.ga.gov>  
**Sent:** Monday, August 12, 2024 9:31 AM  
**To:** Beth Garmon (CDI: Planning); Anael Dominguez (Administration); Katie L. Greenway (CDI: Planning)  
**Subject:** RE: Tentative Planning Agenda for September 16, 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.

---

**From:** Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>  
**Sent:** Wednesday, August 7, 2024 1:31 PM  
**To:** Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Bill Nash (CDI: Public Works) <bnash@hallcounty.org>; Bill Schmid <weschmid@rochester-assoc.com>; Brandi Smith (CDI: Business License) <bsmith@hallcounty.org>; Brent Holloway (Parks and Leisure) <bholloway@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>; Cher Melendez (Tax Assessors) <cmelendez@hallcounty.org>; Chris Braswell (Planning) <cbraswell@hallcounty.org>; Christopher Armstrong (Fire Services) <carmstrong@hallcounty.org>; Daniel Costantini <dcostantini@gainesvillega.gov>; Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Dykes, Jason <jdykes@dot.ga.gov>; Jason Skarda (CDI: Engineering) <jskarda@hallcounty.org>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Peevy, Jonathan <jpeevy@dot.ga.gov>; Karen Martinez (CDI: Public Works - Sewer) <kmartinez@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Kristie Turner (Planning) <ktturner@hallcounty.org>; Matt Cox <matt.cox@hallco.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Millie Perez (Community Development & Infrastructure) <mperez@hallcounty.org>; Nick Swafford <NSwafford@gainesvillega.gov>; Nicole Griffin (Tax Assessors) <nicole.griffin@hallcounty.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; Pam Cravero <Pam.Cravero@hallco.org>; Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; rich <rich@flowerybranchga.org>; Sarah Crowe (Administration) <scrowe@hallcounty.org>; Scott Puckett <spuckett@hallcounty.org>; Srikanth Yamala (CDI) <syamala@hallcounty.org>; Stephen Cain <troy.s.cain@usace.army.mil>; Steve Watson (Real Property) <rswatson@hallcounty.org>; Tammie Croy (CDI: Engineering) <tcroy@hallcounty.org>; Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>; Chavers, Veronica E <VChavers@dot.ga.gov>; Wanda Sutton (CDI: Engineering) <wsutton@hallcounty.org>; will schofield <will.schofield@hallco.org>  
**Cc:** Anael Dominguez (Administration) <adominguez@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>  
**Subject:** Tentative Planning Agenda for September 16, 2024

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, September 16, 2024** Hall County Planning Commission Meeting.



Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

**When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.**

Comments are due by **Thursday, August 15<sup>th</sup>**. Email comments to Beth ([bgarmon@hallcounty.org](mailto:bgarmon@hallcounty.org)), Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)), and Katie ([kgreenway@hallcounty.org](mailto:kgreenway@hallcounty.org)) .

## **CALL TO ORDER**

## **AGENDA REVIEW**

## **APPROVAL OF MINUTES – September 3, 2024**

## **NEW BUSINESS**

1. **(A) 6270 Cruiser Court | Variance | 17.240.010. to reduce the front yard setback along Cruiser Court | on a 0.24± acre tract located on the east side of Cruiser Court at its intersection with Windward Lane | Zoned V-C; Tax Parcel 08108 000038 | Proposed Use: Single-family residence | \* Commission District 2 | Willard O. Mashburn, Applicant**  
**(B) 6270 Cruiser Court | Variance | 17.240.010. to reduce the front yard setback along Windward Lane | on a 0.24± acre tract located on the east side of Cruiser Court at its intersection with Windward Lane | Zoned V-C; Tax Parcel 08108 000038 | Proposed Use: Single-family residence | \* Commission District 2 | Willard O. Mashburn, Applicant**  
**No GDOT coordination required**
2. **(A) 3677 Cameron Circle | Variance | 17.240.010. to reduce the left side yard setback | on a 0.56± acre tract located on the west side of Cameron Circle approximately 1,531 feet from its intersection with Cameron Drive | Zoned R-I; Tax Parcel 10067 000038 | Proposed Use: Residential addition | \* Commission District 2 | 180 Renovations, LLC, Applicant**  
**(B) 3677 Cameron Circle | Variance | 17.240.010. to reduce the right side yard setback | on a 0.56± acre tract located on the west side of Cameron Circle approximately 1,531 feet from its intersection with Cameron Drive | Zoned R-I; Tax Parcel 10067 000038 | Proposed Use: To bring an existing garage into compliance | \* Commission District 2 | 180 Renovations, LLC, Applicant**  
**No GDOT coordination required**
3. **3110 Atlanta Highway | Use Subject to County Commission Approval | on a 0.68± acre tract located on the west side of Atlanta Highway at its intersection with Milton Martin Toyota Way | Zoned H-B (GCOD); Tax Parcel 08046 003006A | Proposed Use: Additional parking on other than the principal lot | \*\* Commission District 1 | Rochester | DCCM, applicant** **Will require GDOT coordination**
4. **3613 White Sulphur Road | Rezone | from Agricultural Residential IV (AR-IV) to Planned Commercial Development (PCD) & Gateway Corridors Overlay District (GCOD) | on a 10.00± acre tract located on the east side of White Sulfur Road at its intersection with Cornelia Highway | Zoned AR-IV; Tax Parcel 15019 000151 | Proposed Use: Agricultural market \*\* Commission District 3 | Reynolds-Hemmer Properties, LP, applicant** **Will require GDOT coordination to determine if trips generated will adversely impact the state route.**

5. (A) 2017 Athens Highway | Rezone | from Agricultural Residential IV (AR-IV), Highway Business (H-B), and Residential II (R-II) to Highway Business (H-B) | on a 18.06± acre tract located on the north side of Athens Highway at its intersection with Athens Street | Zoned AR-IV & H-B; Tax Parcel 15032E002012A | Proposed Use: Truck terminal | \*\* Commission District 4 | Fast Lube Solutions, LLC c/o Kevin Herbert, applicant  
(B) 2017 Athens Highway | Use Subject to Planning Commission Approval | 17.150.020 | on a 18.06± acre tract located on the north side of Athens Highway at its intersection with Athens Street | Zoned AR-IV, H-B & R-II; Tax Parcel 15032E002012A | Proposed Use: Truck terminal | \* Commission District 4 | Fast Lube Solutions, LLC c/o Kevin Herbert, applicant  
**Will require GDOT coordination**
  
6. 5709 McEver Road | Rezone | from Agricultural Residential III (AR-III) to Planned Commercial Development (PCD) | on a 6.42± acre tract located on the south side of McEver Road at its intersection with Lights Ferry Road | Zoned AR-III; Tax Parcel 08111 003005 | Proposed Use: Commerical Development | \*\* Commission District 2 | Mustaq Moosa, 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, October 24, 2024, at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

\*\*The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, October 24, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,

**Katie Greenway**  
 Planning and Zoning Administrator  
 Hall County Government  
 Office: 770-297-2649  
 Website: [www.hallcounty.org](http://www.hallcounty.org)



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Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government  
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PUBLIC WORKS AND UTILITIES

MEMORANDUM

**To:** Beth Garmon, Director of Planning and Zoning  
**From:** Bill Nash, Director of Public Works and Utilities  
**Date:** August 15, 2024  
**Subject:** September 16, 2024 - Hall County Planning Commission Agenda

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

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 September 16, 2024 meeting. Upon review, we provide the following comments.

**NEW BUSINESS**

1. [\(A\) 6270 Cruiser Court | Variance | 17.240.010. to reduce the front yard setback along Cruiser Court | on a 0.24± acre tract located on the east side of Cruiser Court at its intersection with Windward Lane | Zoned V-C; Tax Parcel 08108 000038 | Proposed Use: Single-family residence | \\* Commission District 2 | Willard O. Mashburn, Applicant](#)  
[\(B\) 6270 Cruiser Court | Variance | 17.240.010. to reduce the front yard setback along Windward Lane | on a 0.24± acre tract located on the east side of Cruiser Court at its intersection with Windward Lane | Zoned V-C; Tax Parcel 08108 000038 | Proposed Use: Single-family residence | \\* Commission District 2 | Willard O. Mashburn, Applicant](#)
  - a. **Engineering:** No comment
  - b. **Traffic:** No comment
  - c. **Utilities:** No comment
  
2. [\(A\) 3677 Cameron Circle | Variance | 17.240.010. to reduce the left side yard setback | on a 0.56± acre tract located on the west side of Cameron Circle approximately 1,531 feet from its intersection with Cameron Drive | Zoned R-I; Tax Parcel 10067 000038 | Proposed Use: Residential addition | \\* Commission District 2 | 180 Renovations, LLC, Applicant](#)  
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  - 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:** GDOT access permit required
  - c. **Utilities:** No comment.
  
4. [3613 White Sulphur Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Commercial Development \(PCD\) & Gateway Corridors Overlay District \(GCOD\) | on a 10.00± acre tract located on the east side of White Sulfur Road at its intersection with Cornelia Highway | Zoned AR-IV; Tax Parcel 15019 000151 | Proposed Use: Agricultural market \\*\\* Commission District 3 | Reynolds-Hemmer Properties, LP, applicant](#)
  - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
  - b. **Traffic:** No comment.
  - c. **Utilities:** No sewer in area. Gainesville sewer area.
  
5. [\(A\) 2017 Athens Highway | Rezone | from Agricultural Residential IV \(AR-IV\), Highway Business \(H-B\), and Residential II \(R-II\) to Highway Business \(H-B\) | on a 18.06± acre tract located on the north side of Athens Highway at its intersection with Athens Street | Zoned AR-IV & H-B; Tax Parcel 15032E002012A | Proposed Use: Truck terminal | \\*\\* Commission District 4 | Fast Lube Solutions, LLC c/o Kevin Herbert, applicant](#)  
[\(B\) 2017 Athens Highway | Use Subject to Planning Commission Approval | 17.150.020 | on a 18.06± acre tract located on the north side of Athens Highway at its intersection with Athens Street | Zoned AR-IV, H-B & R-II; Tax Parcel 15032E002012A | Proposed Use: Truck terminal | \\* Commission District 4 | Fast Lube Solutions, LLC c/o Kevin Herbert, applicant](#)
  - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation not centerline of stream
  - b. **Traffic:** Any new driveway or existing driveway modifications will require a permit from GDOT and/or the City of Gainesville.
  - c. **Utilities:** Gainesville sewer area. Sewer is on south side of Athens Highway.

6. 5709 McEver Road | Rezone | from Agricultural Residential III (AR-III) to Planned Commercial Development (PCD) | on a 6.42± acre tract located on the south side of McEver Road at its intersection with Lights Ferry Road | Zoned AR-III: Tax Parcel 08111 003005 | Proposed Use: Commerical Development | \*\* Commission District 2 | Mustaq Moosa, 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:** Coordination required regarding roundabout project including possible additional right-of-way.  
Based on the provided traffic impact report, it appears a left turn lane and decel lane will be required for the full access on McEver Road.  
Coordination and additional right-of-way may be required to accommodate the lane shifts.  
Driveways will need to meet Hall County commercial standards.  
Recommend developer consider optional right-of-way issues regarding future widening of McEver Road from 2 lanes to 4.
  - c. **Utilities:** Flowery Branch sewer service area. Sewer is available in right-of-way of Lights Ferry.

## Katie L. Greenway (CDI: Planning)

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**From:** John Hornick (Fire Services)  
**Sent:** Wednesday, August 14, 2024 10:19 AM  
**To:** Anael Dominguez (Administration)  
**Cc:** Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)  
**Subject:** Fire Comments

Monday, September 16, 2024 Hall County Planning Commission Meeting.

- [3. 3613 White Sulphur Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Commercial Development \(PCD\) & Gateway Corridors Overlay District \(GCOD\) | on a 10.00± acre tract located on the east side of White Sulfur Road at its intersection with Cornelia Highway | Zoned AR-IV; Tax Parcel 15019 000151 | Proposed Use: Agricultural market \\*\\* Commission District 3 | Reynolds-Hemmer Properties, LP, applicant](#)

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

**John Hornick, NPQ Fire Service Plans Examiner 1**  
Lieutenant, Hall County Fire Rescue  
Hall County Government  
Main: 770-531-6838 | Cell: 404-597-0083  
Website: [www.Hallcounty.org](http://www.Hallcounty.org)



# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT:

REYNOLDS-HEMMER PROPERTIES, LP

REQUEST:

REZONE FROM AR-IV TO PCD FOR AN  
AGRICULTURAL MARKET

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: SEPT 16, 2024

Time: 5:15 PM

CITY COMMISSION

Date: OCT 29, 2024

Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 400 NORTH BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-4399



# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO  
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT:

REYNOLDS-HEMMER PROPERTIES, LP

REQUEST:

REZONE FROM AR-IV TO PCD FOR AN  
AGRICULTURAL MARKET

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: SEPT 16, 2024

Time: 5:15 PM

COUNTY COMMISSION

Date: OCT 24, 2024

Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

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



### PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.
2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.
3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. **A photo of the sign placed at the location is required and must be sent to the Planning Department.**

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN AUGUST 06, 2024 AND NO LATER THAN AUGUST 18, 2024.

THE ORIGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN AUGUST 18, 2024 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

**Failure to comply will result in a delay of the application.**

#### AFFIDAVIT

By my signature, I, Lee Hemmer, hereby acknowledge that I have

Please Print Name

read and understand the sign posting requirements. I further certify that the required

public notice sign was posted on 8/17/24

Date

for Reynolds Hemmer Properties LP

(Name application filed as)

Signature [Signature]

**(The original document is required)**