# HALL COUNTY BOARD OF COMMISSIONERS
# VOTING MEETING AGENDA

**Hall County Government Center 2nd Floor**
**2875 Browns Bridge Road**
**Gainesville, GA 30504**
**Streamed Live on Hall County Government's Website - www.hallcounty.org**
**Thursday, February 27, 2025 - 06:00 PM**

## Call to Order

## Approve Agenda

## Invocation

1 Commissioner Gregg Poole

## Pledge

2 Commissioner Jeff Stowe

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

## Proclamation/s

3 Approve the proclamation recognizing Pamela Elliott's retirement after 20 years of service to Hall County, Georgia.

4 Approve the proclamation recognizing Todd Allen Folger's retirement after 30 years of service to Hall County, Georgia.

5 Approve the proclamation recognizing Gina Pilcher's service to Hall County, Georgia.

## Consent Agenda

6 Approve the February 24, 2025 Work Session minutes.

7 Approve the February 24, 2025 Executive Session minutes.

8 Approve the February 24, 2025 Meeting minutes.

9 Approve the February 20, 2025 Special Called Meeting minutes.

10 Approve the February 13, 2025 Voting Meeting minutes.

11 Approve an amendment to the 2025 Meeting Schedule: Cancellation of the Thursday, April 10, 2025 Voting Meeting and schedule a Meeting on Tuesday, April 8, 2025 at 6:00 p.m.

12 Approve the re-appointment of Commissioner Jeff Stowe to the Lanier Joint Development Authority to serve a term from March 2, 2025 to March 1, 2029. Commission Districts 1, 2, 3, & 4.

13 Approve the award of IFB #039-45 Concrete Column Repairs at the Hall County Government Center for Central Services to Midwest Maintenance, Inc. of Piqua, OH, in the amount of $116,409.88.

14 Approve Change Order #1 under RFQ/P #43-004 Sewer System Operation Services for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL, in the amount of $180,562.00.

15 Approve the single source purchase of Allen Creek Landfill permitting and planning services for Public Works & Utilities from Burns & McDonnell Engineering Company, Inc. of Atlanta, GA, in the amount of $280,000.00.

16 Approve the release of $64,391.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in The Chateau by Highlands Subdivision. Commission District 1.

17 Approve the release of $86,000.00 Irrevocable Letter of Credit/Performance Agreement in Overlook at Marina Bay Subdivision. Commission District 2.

18 Approve the release of $501,017.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in The Retreat at Chicopee Subdivision. Commission District 2.

19 Approve the extension of $326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Phase 3 Subdivision. Commission District 1.

20 Approve the extension of $451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Phase 1 Subdivision. Commission District 1.

21 Approve the extension and reduction of a Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks from $651,335.39 to $281,434.00 in Union Grove Phase 2 Subdivision. Commission District 1.

22 Approve the purchase of twenty (20) Getac B360 laptops and related equipment for the Sheriff's Office to PCN Strategies, Inc. of Washington, DC, in the amount of $105,602.85.

**Other Business - Administration**

23 Approve the removal of the septic tank permit from the Development Services permitting workflow and require that septic tank permits be obtained from Environmental Health prior to a building permit application effective March 31, 2025.

24 Third public hearing regarding Hall County's intent to opt out of the statewide adjusted base year ad valorem homestead exemption for Hall County otherwise granted by O.C.G.A. § 48-5-44.2(b).

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

25 **0 & 4435 Ridge Road | Rezone |** from Planned Residential Development (PRD) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S, Tax parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | Commission District 1 | **Scott Puckett, Inc., applicant** Note: Tabled at the January 9, 2025 Voting Meeting until the January 23, 2025 Voting Meeting. Note: Tabled at the January 23, 2025 Voting Meeting until the February 13, 2025 Voting Meeting. Note: Tabled at the February 13, 2025 Voting Meeting until the February 27, 2025 Voting Meeting.

26 **4212 Roy Parks Road | Rezone |** from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility** | Commission District 3 | **Clean Eagle RNG, LLC, applicant**

27 **5444 Oak Manor Way | Variance |** Section 8.4 to vary sidewalk standards | on a 1.46± acre tract located on the east side of Mount Vernon Road approximately 820 feet from its intersection with Ben Parks Road | Zoned R-1; Tax Parcel 11031 000005 | **Proposed Use: 22-lot single-family subdivision** | Commission District 3 | **PHD Developments LLC, applicant**

28 **0 & 2010 Candler Road | Rezone |** from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road | Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 | **Proposed Use: Industrial park** | Commission District 3 | **Paden M. Dunagan, applicant**

29 **2811 Athens Highway | Rezone |** from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Permitted uses in heavy industrial zoning district** | Commission District 3 | **Paden M. Dunagan, applicant**

30 **2811 Athens Highway | Use Subject to County Commission Approval |** on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | Commission District 3 | **Paden M. Dunagan, applicant**

**County Administrator**

**Commission Time**

31 Approve the creation of a seven (7) panel advisory board related to the new courthouse project.

**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 (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 5/2025

**SUBJECT:** Commissioner Gregg Poole

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## 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 |
|---|---|
| AD | JR |

**Attachments:**

# AGENDA ITEM

## Pledge

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 657/2024

**SUBJECT:** Commissioner Jeff Stowe

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## 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 |
|---|---|
| AD | AD |

**Attachments:**

# AGENDA ITEM

## Proclamation/s

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 97/2025

**SUBJECT:** Approve the proclamation recognizing Pamela Elliott's retirement after 20 years of service to Hall County, Georgia.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** CC

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the proclamation recognizing Pamela Elliott's retirement after 20 years of service to Hall County, Georgia.

**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?** | 2025-02-27 |

**Approvals:**

| Approve | Public Information | Administration | Clerk |
|---|---|---|---|
| AD | JL | CR | JR |

**Attachments:**

# Hall County, Georgia

## Board of Commissioners

**WHEREAS,** ***Pamela Elliott began her public service career with Hall County on February 7, 2005; and***

**WHEREAS,** ***during her employment with Hall County, Ms. Elliott has served in many capacities, such as Deputy Clerk and Senior Deputy Clerk, and;***

**WHEREAS,** ***Judge Patty Laine stated, "Pam has been a dedicated employee who epitomizes love and service. She served the citizens of Hall County as well as the staff of the Probate Court in immeasurable ways during her many years as a Guardianship/Conservatorship Clerk. She knew her guardians and conservators personally and cared for her wards deeply. She is also the best baker and 'office mama' ever. Her smile, pranks and laughter will be greatly missed in the Probate Court." and;***

**WHEREAS,** ***Ms. Elliott retired on February 7, 2025, and plans to spend time with her husband, Billy, traveling the country in their RV; and***

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

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

# *Pamela Elliott*

***and recognizes her for her many accomplishments, contributions and 20 years of dedicated service to Hall County and its citizens and extends to her their most sincere wishes for continued success in her future endeavors.***

***Adopted this 27th day of February 2025.***

| | | |
|---|---|---|
| DAVID GIBBS<br>CHAIRMAN | KATHY COOPER<br>DISTRICT 1 | BILLY POWELL<br>DISTRICT 2 |
| GREGG POOLE<br>DISTRICT 3 | JEFFREY STOWE<br>DISTRICT 4 | JENNIFER RIVERA<br>COMMISSION CLERK |

# AGENDA ITEM

## Proclamation/s

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 76/2025

**SUBJECT:** Approve the proclamation recognizing Todd Allen Folger's retirement after 30 years of service to Hall County, Georgia.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** CP

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the proclamation recognizing Todd Allen Folger's retirement after 30 years of service to Hall County, Georgia.

**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?** | 2025-02-27 |

**Approvals:**

| Approve | Public Information | Administration | Clerk |
|---|---|---|---|
| AD | JL | CR | JR |

**Attachments:**

# Hall County, Georgia

## Board of Commissioners

**WHEREAS,** ***Todd Allen Folger began his public service career with Hall County on January 4, 1995; and***

**WHEREAS,** ***during his employment with Hall County, Mr. Folger has served in many capacities such as: EMT I, EMT II, Firefighter III, Lieutenant, Training Instructor, Battalion Capt., and Battalion Chief, and;***

**WHEREAS,** ***Operations Chief Byran Cash stated, "Todd was a soft-spoken professional who cared about the personal and professional well-being of fellow firefighters. His actions always spoke louder than words, and he was always dedicated to learning and training, taking classes to improve himself to be a better servant in the fire profession." and;***

**WHEREAS,** ***Mr. Folger retired on January 29, 2025, and plans to work on his farm and spend more time with family; and***

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

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

# *Todd Allen Folger*

***and recognizes him for his many accomplishments, contributions, and 30 years of dedicated service to Hall County and its citizens and extends to him their most sincere wishes for continued success in his future endeavors.***

***Adopted this 27th day of February 2025.***

| | | |
|---|---|---|
| DAVID GIBBS<br>CHAIRMAN | KATHY COOPER<br>DISTRICT 1 | BILLY POWELL<br>DISTRICT 2 |
| GREGG POOLE<br>DISTRICT 3 | JEFFREY STOWE<br>DISTRICT 4 | JENNIFER RIVERA<br>COMMISSION CLERK |

# AGENDA ITEM

## Proclamation/s

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 73/2025

**SUBJECT:** Approve the proclamation recognizing Gina Pilcher's service to Hall County, Georgia.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** CS

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the proclamation recognizing Gina Pilcher's service to Hall County, Georgia.

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

| Approve | Public Information | Administration | Clerk |
|---|---|---|---|
| JR | JL | CR | JR |

**Attachments:**

# Hall County, Georgia

## Board of Commissioners

**WHEREAS,** *Gina Pilcher began her public service career with Hall County in December 2018; and*

**WHEREAS,** *during her service to Hall County, Ms. Pilcher served as the Chairman's appointment on the Hall County Planning Commission, and;*

**WHEREAS,** *Planning & Zoning Director Beth Garmon stated, "Gina Pilcher has dedicated her time, knowledge, and insight to Hall County regarding zoning requests. She has been fair and impartial, and treated both citizens and colleagues with respect. Her experience as a long-time resident has allowed her to easily identify the issues for consideration. Her viewpoints grounded in a career in architecture and years spent operating her own small business were always apparent when discussing development and impacts on surrounding neighborhoods. She translated her passion for the community into a productive role where her understanding could positively influence a project, or protect the surrounding homeowners from a less than ideal proposal. Her strong character has always been evident – she is honest but kind, attentive and considerate, reliable and trustworthy." and;*

**WHEREAS,** *Ms. Pilcher's term with the Planning Commission ended in January 2025; and*

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

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

## *Gina Pilcher*

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

***Adopted this 27th day of February 2025.***

| | | |
|---|---|---|
| DAVID GIBBS<br>CHAIRMAN | KATHY COOPER<br>DISTRICT 1 | BILLY POWELL<br>DISTRICT 2 |
| GREGG POOLE<br>DISTRICT 3 | JEFFREY STOWE<br>DISTRICT 4 | JENNIFER RIVERA<br>COMMISSION CLERK |

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 132/2025

**SUBJECT:** Approve the February 24, 2025 Work Session minutes.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** CA

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the February 24, 2025 Work Session minutes.

**History:**

**Facts and Issues:**

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **Are funds within current budget?** | No |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-02-27 |

**Approvals:**

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

**Attachments:**

2-24-2025 Work Session Minutes

**HALL COUNTY BOARD OF COMMISSIONERS**
**WORK SESSION MINUTES**
**Hall County Government Center 2nd Floor**
**2875 Browns Bridge Road**
**Gainesville, GA 30504**
**Streamed Live on Hall County Government's Website - www.hallcounty.org**
**Monday, February 24, 2025 - 03:00 PM**

## Call to Order

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

*Present:*

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

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

*Commissioner Powell was present by phone.*

## Administration

*Mr. Propes addressed the Board.*

1 Approve an amendment to the 2025 Meeting Schedule: Cancellation of the Thursday, April 10, 2025 Voting Meeting and schedule a Meeting on Tuesday, April 8, 2025 at 6:00 p.m.

*Consent*

2 Second public hearing regarding Hall County's intent to opt out of the statewide adjusted base year ad valorem homestead exemption for Hall County otherwise granted by O.C.G.A. § 48-5-44.2(b).

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

*The following people addressed the Board:*

- *Susan Smith, 4345 Chamblee Road, Oakwood*
- *Kurt Eisen, 3270 Chestatee Road, Gainesville*
- *Teri Lynn Trotman, 7828 Keepsake Lane, Flowery Branch*
- *Melissa McCollum, 3520 Cub Circle, Gainesville*

*A final public hearing on this topic will be conducted on Thursday, February 27, 2025 at 6:00 pm.*

3 Approve the removal of the septic tank permit from the Development Services permitting workflow and require that septic tank permits be obtained from Environmental Health prior to a building permit application effective March 31, 2025.

*This item will be discussed at the Thursday, February 27, 2025 Voting Meeting.*

## Appointments for Consideration

4 Appointment to the Lanier Joint Development Authority to serve a term from March 2, 2025 to March 1, 2029. Commission Districts 1, 2, 3, & 4.

*Re-appointment of Commissioner Jeff Stowe — Consent*

## Central Services

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

5 Approve the award of IFB #039-45 Concrete Column Repairs at the Hall County Government Center for Central Services to Midwest Maintenance, Inc. of Piqua, OH, in the amount of $116,409.88.

*Consent*

## Planning & Zoning

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

6 **0 & 4435 Ridge Road | Rezone |** from Planned Residential Development (PRD) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S, Tax parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | Commission District 1 | **Scott Puckett, Inc., applicant** Note: Tabled at the January 9, 2025 Voting Meeting until the January 23, 2025 Voting Meeting. Note: Tabled at the January 23, 2025 Voting Meeting until the February 13, 2025 Voting Meeting. Note: Tabled at the February 13, 2025 Voting Meeting until the February 27, 2025 Voting Meeting.

7 **4212 Roy Parks Road | Rezone |** from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility** | Commission District 3 | **Clean Eagle RNG, LLC, applicant**

8 **5444 Oak Manor Way | Variance |** Section 8.4 to vary sidewalk standards | on a 1.46± acre tract located on the east side of Mount Vernon Road approximately 820 feet from its intersection with Ben Parks Road | Zoned R-1; Tax Parcel 11031 000005 | **Proposed Use: 22-lot single-family subdivision** | Commission District 3 | **PHD Developments LLC, applicant**

9 **0 & 2010 Candler Road | Rezone |** from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road | Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 | **Proposed Use: Industrial park** | Commission District 3 | **Paden M. Dunagan, applicant**

10 **2811 Athens Highway | Rezone |** from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Permitted uses in heavy industrial zoning district** | Commission District 3 | **Paden M. Dunagan, applicant**

11 **2811 Athens Highway | Use Subject to County Commission Approval |** from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | Commission District 3 | **Paden M. Dunagan, applicant**

**Public Works and Utilities**

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

12 Approve Change Order #1 under RFQ/P #43-004 Sewer System Operation Services for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL, in the amount of $180,562.00.

*Consent*

13 Approve the single source purchase of Allen Creek Landfill permitting and planning services for Public Works & Utilities from Burns & McDonnell Engineering Company, Inc. of Atlanta, GA, in the amount of $280,000.00.

*Consent*

14 Approve the release of $64,391.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in The Chateau by Highlands Subdivision. Commission District 1.

*Consent*

15 Approve the release of $86,000.00 Irrevocable Letter of Credit/Performance Agreement in Overlook at Marina Bay Subdivision. Commission District 2.

*Consent*

16 Approve the release of $501,017.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in The Retreat at Chicopee Subdivision. Commission District 2.

*Consent*

17 Approve the extension of $326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Phase 3 Subdivision. Commission District 1.

*Consent*

18 Approve the extension of $451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Phase 1 Subdivision. Commission District 1.

*Consent*

19 Approve the extension and reduction of a Guaranty Performance / Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks from $651,335.39 to $281,434.00 in Union Grove Phase 2 Subdivision. Commission District 1.

*Consent*

**Sheriff's Office**

*Captain Michael Mount, Sheriff's Office, addressed the Board.*

20 Approve the purchase for twenty (20) Getac B360 laptops and related equipment for the Sheriff's Office to PCN Strategies, Inc. of Washington, DC, in the amount of $105,602.85.

*Consent*

**County Administrator**

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

**Public Comments**

*There were no comments from the public.*

**Commission Time**

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

- *Hannah Warner (Georgia Power)*
- *Manny Castro (Farm Bureau)*
- *Arely Carrillo (Jackson EMC)*

21 Approve the creation of a seven (7) panel advisory board related to the new courthouse project.

*This item will be discussed at the Thursday, February 27, 2025 Voting Meeting.*

**Adjourn**

*Chairman Gibbs adjourned the meeting at 3:52 p.m.*

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 131/2025

**SUBJECT:** Approve the February 24, 2025 Executive Session minutes.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** CA

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the February 24, 2025 Executive Session minutes.

**History:**

**Facts and Issues:**

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **Are funds within current budget?** | No |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-02-27 |

**Approvals:**

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

**Attachments:**

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 134/2025

**SUBJECT:** Approve the February 24, 2025 Meeting minutes.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** CA

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the February 24, 2025 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?** | 2025-02-27 |

**Approvals:**

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

**Attachments:**

2-24-2025 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**
**Monday, February 24, 2025 - 02:00 PM**

## Call to Order

*Chairman Gibbs at 2:02 p.m.*

*Present:*

*Chairman David Gibbs, Vice Chairman Jeff Stowe and Commissioners Kathy Cooper, Billy Powell and Gregg Poole*

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

*Commissioner Powell was present by phone.*

*Commissioner Stowe/Commissioner Cooper — to go into Executive Session at 2:01 p.m. —Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

## Executive Session

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

*Commissioner Stowe/Commissioner Poole — to adjourn the Executive Session at 2:48 p.m. — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

**Adjourn**

*Commissioner Stowe/Commissioner Poole — adjourn the Meeting at 2:48 p.m. —Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 135/2025

**SUBJECT:** Approve the February 20, 2025 Special Called Meeting minutes.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** CA

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the February 20, 2025 Special Called 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?** | 2025-02-27 |

**Approvals:**

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

**Attachments:**

2-20-2025 Special Called Meeting Minutes

**HALL COUNTY BOARD OF COMMISSIONERS**
**SPECIAL CALLED MEETING MINUTES**
**Hall County Government Center 2nd Floor**
**2875 Browns Bridge Road**
**Gainesville, GA 30504**
**Streamed Live on Hall County Government's Website - www.hallcounty.org**
**Thursday, February 20, 2025 - 03:00 PM**

## Call to Order

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

*Present:*

*Chairman David Gibbs, Vice Chairman Jeff Stowe and Commissioners Kathy Cooper, Billy Powell and Gregg Poole*

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

*Commissioner Stowe/Commissioner Powell — approve agenda — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

## Tax Assessors

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

1 Discussion regarding an appeal filed by the Board of Tax Assessors to the Superior Court of Hall County regarding 197 single family rental parcels located on McEver Road; authorization for the Chairman and Board of Commissioners to sign any and all documents in relation to such appeal.

*Commissioner Stowe/Commissioner Powell — allow the appeal to go forward and attempt to settle — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

**Adjourn**

*Commissioner Stowe/Commissioner Powell — adjourn at 3:39p.m. — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*This is a special called meeting of the Hall County Board of Commissioners duly noticed pursuant to the requirements of the Georgia Open Meetings Law (O.C.G.A. § 50-14-1, et seq). Notice of the meeting was published on February 14, 2025.*

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 133/2025

**SUBJECT:** Approve the February 13, 2025 Voting Meeting minutes.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** CA

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the February 13, 2025 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?** | 2025-02-27 |

**Approvals:**

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

**Attachments:**

2-13-2025 Voting Meeting Minutes

# HALL COUNTY BOARD OF COMMISSIONERS
# VOTING MEETING MINUTES

**Hall County Government Center 2nd Floor**
**2875 Browns Bridge Road**
**Gainesville, GA 30504**
**Streamed Live on Hall County Government's Website - www.hallcounty.org**
**Thursday, February 13, 2025 - 06:00 PM**

## Call to Order

*Chairman Gibbs at 6:00 p.m.*

*Present:*

*Chairman David Gibbs, Vice Chairman Jeff Stowe and Commissioners Kathy Cooper, Billy Powell and Gregg Poole*

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

## Approve Agenda

*Commissioner Stowe/Commissioner Cooper — approve — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

## Invocation

1 Commissioner Gregg Poole

## Pledge

2 Commissioner Jeff Stowe

## Public Comments

*There were no comments from the public.*

**Proclamation/s**

3 Approve the proclamation recognizing February 12, 2025 as Georgia Day.

*Commissioner Powell presented Terry Hughes, Amy Woodrich and Kay Beaver of the Colonel William Chandler Chapter of the Daughters of the American Revolution with the Proclamation.*

*Commissioner Powell/Commissioner Stowe — approve — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

4 Approve the joint proclamation with The City of Gainesville recognizing Friday, February 21, 2025, as Arbor Day.

*Commissioner Powell/Commissioner Stowe — approve — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

**Consent Agenda**

*Commissioner Powell/Commissioner Cooper — approve — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

5 Approve the February 10, 2025 Executive Session minutes.

6 Approve the February 10, 2025 Work Session minutes.

7 Approve the January 23, 2025 Voting Meeting minutes.

8 Approve the January 23, 2025 Executive Session minutes.

9 Approve the January 23, 2025 Meeting minutes.

10 Approve the renewal of the annual contract for RFP #41-011 Demand Services for Fabrication & Installation of Hall County Signage for Administration to Miller EG Design, LLC of Acworth, GA. The estimated annual cost is $100,000.00.

11 Approve the sole source purchase of MSA G1 Self-Contained Breathing Apparatus (SCBA) for Fire Rescue to Ten-8 Fire & Safety, LLC of Bradenton, FL, in the amount of $1,808,020.00.

12 Approve the purchase of one (1) Pierce Enforcer 107' Tractor Drawn Aerial (Tiller) for Fire Rescue to Ten-8 Fire & Safety, LLC of Bradenton, FL, in the amount of $2,169,124.00.

13 Approval and authorization for the Chairman to execute a resolution to amend the Code of Ordinances of Hall County, GA relating to the reduction of the speed limit on Duckett Mill Road, subject to review and approval by the County Attorney.

14 Approval and authorization for the Chairman to execute an Intergovernmental Agreement between Hall County and the City of Buford to provide sanitary sewage collection and treatment service for Hall County Tax Parcel 08154 000016; authorization for Hall County to collect any and all sewer fees, subject to review and approval by the County Attorney. Commission District 1.

15 Approval and authorization for the Chairman to execute an agreement between Hall County and Cedar Grove Landfill, LLC to allow Public Works & Utilites to dispose of sludge waste material from the Spout Springs Water Reclamation Facility into the Cedar Grove Landfill in Barnesville, GA, subject to review and approval by the County Attorney. The estimated annual cost is $50,000.00.

16 Approve the release of a $320,179.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in Estates at Old Friendship Subdivision. Commission District 1.

17 Approve the extension of a $175,002.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities and Sidewalks in Reunion Phase 9 Subdivision. Commission District 1.

18 Approve the 2024 real property refund in the amount of $2,820.30 for overpayment of Hall County taxes regarding property located at 3540 Bell Lane, Gainesville, GA to David L. Anderegg, Jr.

19 Approve the 2023 personal property refund in the amount of $4,605.50 for overpayment of Hall County taxes regarding account #340882 to Edward F. Atherton.

20 Approve the 2022, 2023 and 2024 personal property refund in the amount of $4,822.67 for overpayment of taxes regarding property located at 4574 J M Turk Road, Flowery Branch, GA to James Troy Phillips.

**Other Business - Administration**

*Mr. Propes addressed the Board.*

21 First public hearing regarding Hall County's intent to opt out of the statewide adjusted base year ad valorem homestead exemption for Hall County otherwise granted by O.C.G.A. § 48-5-44.2(b).

*Mr. Propes discussed the item. Mr. Lawhom conducted the Public Hearing.*

*There were no comments from the public.*

*Other public hearings on this topic will be conducted on Monday, February 24, 2025 at 3:00 pm and Thursday, February 27, 2025 at 6:00 pm.*

**Other Business - Development Services**

*Captain Barry Shaw, Interim Director of Development Services, addressed the Board.*

22 Public hearing on the Malt Beverage and Wine Package License for Family Food Mart located at 3702 Browns Bridge Road, Gainesville, GA 30504. The owner of the business is Browns Bridge Store, LLC. The Managing Agent is Rene Sanchez, Jr. and the Registered Agent is David Cody. Commission District 2.

*Mr. Lawhon introduced the item. Captain Shaw discussed the item. Mr. Lawhon conducted the Public Hearing.*

*The following people addressed the Board:*

*Favor:*

- *Ayeem Masani, 3702 Browns Bridge Road, Gainesville*

*Commissioner Powell/Commissioner Stowe — approve — Vote: 3 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — abstained*

*Commissioner Stowe — aye*

*Motion passed.*

**Other Business - Financial Services**

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

23 Approval and authorization for the Chairman to execute a resolution to support a proposed rate change of Hall County with regard to excise tax on rooms, lodgings and accommodations, subject to review and approval by the County Attorney.

*Mr. Samples discussed the item.*

*Commissioner Stowe/Commissioner Powell — approve — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

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

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

24 **5552 Bogus Road | Rezone |** from Planned Residential Development (PRD) & Agricultural Residential IV (AR-IV) to Planned Residential Development (PRD) | on a 13.81± acre tract located on the west side of Bogus Road approximately 420 feet from its intersection with Claude Peck Road | Zoned PRD & AR-IV; Tax Parcel 12051 000015| **Proposed Use: 15-lot residential development** | Commission District 3 | **Seth Barnes, applicant** Note: Tabled at the January 9, 2025 Voting Meeting until the February 13, 2025 Voting Meeting.

*Mr. Lawhon introduced the item.*

*Commissioner Poole/Commissioner Stowe — approve removing item 24 from the table — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Ms. Garmon discussed the item. Public Hearing was previously closed at the January 9, 2025 Voting Meeting. Commissioner Poole requested the applicant, Seth Barnes, the address the Board regarding the application.*

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

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions:*

1. *The property shall be developed in accordance with the site plan dated November 19, 2024, and as described in the project narrative dated on August 7, 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 15 residential lots.*
3. *The minimum heated floor area (HFA) of each residential unit shall be 1,000 square feet.*
4. *Building materials: All facades of all residences, including single-family, two-family, and/or multi-family, and any non-residential buildings shall be finished with brick, stone, stucco, wood siding, wood shakes, or fiber*

*cement type siding. Vinyl siding on all residential and nonresidential buildings shall be prohibited. Final review and approval is subject to the Director of Planning and Zoning or their designee.*

5. *Sidewalks shall be provided on both sides of the newly constructed road within the development and shall be five (5) feet wide. The access apron at Bogus Road and the newly constructed road shall be paved. Apron design shall be approved by the Hall County Engineering Department.*
6. *The covenants for the subdivision and the documents establishing the property owner's association shall be submitted for review and approval by the Director of Planning. These documents shall include a provision that would assure maintenance of the newly constructed road 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.*
7. *No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, Fire Marshal, and Hall County Engineering.*
8. *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 plats should be prepared to expect the effects of such practices."*
9. *All conditions of zoning shall be made a part of any plats or construction plans created for the property.*
10. *Lots 1-10 and 12 shall be approved. Two lots shall be reserved for deed restrictions for missionary trainees. For all other lots, Flourish shall set up a homeowners association (HOA) that will vet owners to ensure they are persons of special needs and their families.*
11. *Fees shall be waived for future applications. Hall County would help push these applications through should this development flourish and work successfully.*

25 **6000 Wellspring Trail | Amend Conditions of Zoning |** on a 20.29± acre tract located at the terminus of Wellspring Trail | Zoned POD; Tax Parcel 12046 000001| **Proposed Use: Expansion of services** | Commission District 3 | **Seth Barnes, applicant** Note: Tabled at the January 9, 2025 Voting Meeting until the February 13, 2025 Voting Meeting.

*Mr. Lawhon introduced the item.*

*Commissioner Poole/Commissioner Stowe — approve removing item 25 from the table — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

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

*The following people addressed the Board:*

*Favor:*

- *Seth Barnes*
- *Randy Owens*
- *Peggy Bollinger, 440 Lauren View Court, Roswell*
- *Dale Caldwell, 405 Brookhaven Court, Gainesville*

*Commissioner Poole/Commissioner Stowe — approve with the four (4) conditions listed below — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions:*

1. *The property shall be developed in accordance with the site plan approved July 14, 2016, and amended as described in the projective narrative dated August 19, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *The previously approved conditions dated July 14, 2016, as amended shall apply:*
    a. *Development shall generally occur as outlined in the project narrative and on the proposed site plan.*
    b. *The proposed camping areas shall meet count and state stream buffer requirements. Any impervious surfaces need to fall outside of the 75 ft. county buffer. Grading and/or clearing for the camping areas may require a land disturbance permit from Hall County Engineering, and they should be consulted prior to any work beginning.*
    c. *The development will be held on Section 8.2.3 regarding vegetative buffers adjacent to residential properties.*
    d. *Buffering will be required around the parking areas visible from Bogus*

*Road as to preserve the residential nature of the area.*

e. *Outdoor training will be limited to 10:00 pm. The conditions of zoning shall be made a record of any new plat of the property.*

3. *The Planned Office Development (POD) shall be permitted to expand services to provide day programs, training, employment, recreational activities, and meals to the residents of the adjacent residential subdivision.*
4. *No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, Fire Marshal, and Hall County Engineering.*

26 **0 & 4435 Ridge Road | Rezone |** from Planned Residential Development (PRD) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S, Tax parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | Commission District 1 | **Scott Puckett, Inc., applicant** Note: Tabled at the January 9, 2025 Voting Meeting until the January 23, 2025 Voting Meeting. Note: Tabled at the January 23, 2025 Voting Meeting until the February 13, 2025 Voting Meeting.

*Mr. Lawhon introduced the item.*

*Commissioner Cooper/Commissioner Stowe — approve removing item 26 from the table — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Ms. Garmon discussed the item. Tyler Smith (340 Jesse Jewell Parkway, Suite 300, Gainesville) addressed the Board and requested to table the item.*

*Commissioner Cooper/Commissioner Stowe — approve tabling item 26 until the February 27, 2025 Voting Meeting— Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

27 **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 & R-II; Tax Parcel 15032E002012A | **Proposed Use: Truck terminal** | Commission District 4 | **Fast Lube Solutions, LLC c/o Kevin Herbert, applicant**

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

*Commissioner Stowe/Commissioner Powell — approve withdrawal of item 27 — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

28 **3243 Hall Drive | Special Use |** on a 3.13± acre tract located on the west side of Hall Drive approximately 810 feet from its intersection with White Sulphur Road | Zoned AR-1; Tax Parcel 09108 000063C | **Proposed Use: Home older than seven (7) years to be brought into Hall County** | Commission District 3 | **Maria Garcia, applicant**

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

*The following people addressed the Board:*

*Favor:*

- *Maria Garcia, 3946 Old Cornelia Highway, Gainesville*

*Commissioner Poole/Commissioner Cooper — approve — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

**County Administrator**

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

**Commission Time**

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

- *Tim Wilson (Eagle Ranch)*
- *Sam Simpson (Lincoln Property Company/Simpson Company Property Management)*
- *Noah Shorr (Strong Gaddy Lee Wealth Management Group)*

*Commissioner Jeff Stowe, District 4, stated that today, the Board of Commissioners received a letter from Steve Watson about an appeal of the Board of Tax Assessors on a property and there is only 10 days for the Board of Commissioners to decide if they would like the appeal to go forward. Directed staff to move forward with scheduling a special called meeting on Thursday, February 20, 2025 at 3:00 pm to decide if the Board will allow the appeal to go forward or stop the appeal.*

**Adjourn**

*Commissioner Powell/Commissioner Stowe — adjourn at 6:58 p.m. — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 115/2025

**SUBJECT:** Approve an amendment to the 2025 Meeting Schedule: Cancellation of the Thursday, April 10, 2025 Voting Meeting and schedule a Meeting on Tuesday, April 8, 2025 at 6:00 p.m.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** ZP

**Recommendation:**
Approval

**Purpose of Request:**
Approve an amendment to the 2025 Meeting Schedule: Cancellation of the Thursday, April 10, 2025 Voting Meeting and schedule a Meeting on Tuesday, April 8, 2025 at 6:00 p.m.

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

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

**Attachments:**

2025 Meeting Schedule - Proposed

# HALL COUNTY BOARD OF COMMISSIONERS
## 2025 Commission Meeting Schedule
**Hall County Government Center 2nd Floor**
**2875 Browns Bridge Road, Gainesville, GA 30504**

| WORK SESSIONS | VOTING MEETINGS |
|---|---|
| Monday, January 6 at 3:00 | Thursday, January 9 at 6:00 |
| **Tuesday**, January 21 at 3:00 | Thursday, January 23 at 6:00 |
| Monday, February 10 at 3:00 | Thursday, February 13 at 6:00 |
| Monday, February 24 at 3:00 | Thursday, February 27 at 6:00 |
| Monday, March 10 at 3:00 | Thursday, March 13 at 6:00 |
| Monday, March 24 at 3:00 | Thursday, March 27 at 6:00 |
| Monday, April 7 at 3:00 | **Tuesday**, April 8 at 6:00<br>Thursday, April 10 at 6:00 – Cancelled |
| Monday, April 21 at 3:00 | **Tuesday**, April 22 at 6:00 |
| Monday, May 5 at 3:00 | Thursday, May 8 at 6:00 |
| Monday, May 19 at 3:00 | Thursday, May 22 at 6:00 |
| Monday, June 9 at 3:00 | Thursday, June 12 at 6:00 |
| Monday, June 23 at 3:00 | Thursday, June 26 at 6:00 |
| Monday, July 7 at 3:00 | Thursday, July 10 at 6:00 |
| Monday, July 21 at 3:00 | Thursday, July 24 at 6:00 |
| Monday, August 11 at 3:00 | Thursday, August 14 at 6:00 |
| Monday, August 25 at 3:00 | Thursday, August 28 at 6:00 |
| Monday, September 8 at 3:00 | Thursday, September 11 at 6:00 |
| Monday, September 22 at 3:00 | Thursday, September 25 at 6:00 |
| Monday, October 6 at 3:00 | Thursday, October 9 at 6:00 |
| Monday, October 20 at 3:00 | Thursday, October 23 at 6:00 |
| Monday, November 10 at 3:00 | Thursday, November 13 at 6:00 |
| Monday, December 8 at 3:00 | Thursday, December 11 at 6:00 |

Work Session Meetings are scheduled for Mondays prior to the 2nd and 4th Thursdays of each month.
Voting Meetings are scheduled for the 2nd and 4th Thursdays of each month.

All Meetings are scheduled to be held at the Hall County Government Center (2875 Browns Bridge Road, Gainesville, GA) on the 2nd floor.

Any amendments to the schedule listed above will be noticed to the public as State law requires.

Please direct questions and/or concerns to:

Jennifer Rivera
Hall County Commission Clerk
(770) 297-2684
jrivera@hallcounty.org

DRAFT

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 105/2025

**SUBJECT:** Approve the re-appointment of Commissioner Jeff Stowe to the Lanier Joint Development Authority to serve a term from March 2, 2025 to March 1, 2029. Commission Districts 1, 2, 3, & 4.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** B

**Recommendation:**
N/A

**Purpose of Request:**
Appointment to the Lanier Joint Development Authority to serve a term from March 2, 2025 to March 1, 2029. Commission Districts 1, 2, 3, & 4.

**History:**
Commissioner Jeff Stowe is the current appointment.

**Facts and Issues:**
Commissioner Jeff Stowe is willing and eligible to serve another term.

**Options:**

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

**Approvals:**

| Approve | Clerk |
|---|---|
| JR | JR |

**Attachments:**

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 83/2025

**SUBJECT:** Approve the award of IFB #039-45 Concrete Column Repairs at the Hall County Government Center for Central Services to Midwest Maintenance, Inc. of Piqua, OH, in the amount of $116,409.88.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** KI

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the award of IFB #039-45 Concrete Column Repairs at the Hall County Government Center for Central Services to Midwest Maintenance, Inc. of Piqua, OH, in the amount of $116,409.88.

**History:**

**Facts and Issues:**
This IFB is to repair the concrete columns on the exterior of the Hall County Government Center that are in various stages of deterioration.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 116,409.88 |
| **Are funds within current budget?** | No |
| **Source of Funds** | SPLOST VIII |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| AY | KI | KI | AP |

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|

| Budget | Finance | Attorney | Administration |
|---|---|---|---|
| JM | TS | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**
Financial Supplement
Bid Tab
Contract

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 83/2025

**Funds Requested:** $ 116,409.88

**Request Budgeted:** No

**Proposed Source of Funding:**

SPLOST VIII

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2025 | 324-SPLOST VIII | 1565-BUILDINGS AND MAINTENANCE | 541300-BUILDING AND IMPROVEMENTS | $116,409.88 |

**Budget Transfer Items:**

**Additional Information/Comments:**

Funds are available for current year funding due to savings in the AVITA roof replacement. As part of the mid-year budget, we're moving funds along the Capital Improvement Plan (CIP) per the budget resolution to start some of the project in FY 2025 versus an out-year.

**Contact for Questions:** KI

**Phone:** 678-617-4517

| IFB #: | 039-45 Concrete Column Repairs at Hall County Government Center | Midwest Maintenance, Inc | Waterproofing Contractors, Inc | Southern Preservation Systems | Valcourt Group | Metro Waterproofing, Inc | Carroll Daniel | Suncoast Group |
|---|---|---|---|---|---|---|---|---|
| | | Augusta, GA | Norcross, GA | Loganville, GA | Atlanta, GA | Scottdale, GA | Gainesville, GA | Norcross, GA |
| ITEM NO. | ITEM DESCRIPTION | PRICE | PRICE | PRICE | PRICE | PRICE | PRICE | PRICE |
| 1 | Lump Sum | $116,409.88 | $123,373.00 | $124,010.00 | $161,500.00 | $188,700.00 | $848,184.11 | NO BID |

**Total number of bids sent: 72**

**Number of bids sent to Hall County contractors: 16**

**Number of bids received: 7**

**Number of Hall County bids received: 1**

**Number of "No Bids": 1**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**


Date: February 11, 2025

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contract:

Bid/Contract No: IFB #039-45

Bid/Contract Name: Concrete Column Repairs at Hall County Government Center

Department(s) Requesting Contract: Central Services

Award Recipient Name: Midwest Maintenance, Inc.

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

Prior Year's Spend: Click here to enter text.

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: $116,409.88

☐ Product Contract Estimated Amount:

Comment:
This IFB is to repair the concrete columns on the exterior of the Hall County Government Center that are in various stages of deterioration.

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT #039-45**

For the provision of

# Concrete Column Repairs at Hall County Government Center

## ARTICLE #101 – INTRODUCTION

This Contract for the repair or replacement of 68 concrete columns on the Hall County Government Center façade on all four (4) levels of the building (hereinafter "Services") is made and as entered into as of _____ (execution date) and _____ (effective date) is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Midwest Maintenance, Inc., located at 101 Fox Dr, Piqua, OH 45356 (hereinafter "Contractor").

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

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

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

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

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

**WHEREAS** any attached documents, plans, exhibits, attachments, or references are all incorporated herein by reference, and

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

**ARTICLE #102 – CONTRACT**

A. Contractor agrees to provide the Services to the County as detailed in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet for the sum of $116,409.88.

**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**
Tim Townsend
Hall County Central Services Department
2875 Browns Bridge Rd
Gainesville, GA 30504
ttownsend@hallcounty.org
Cell: (678) 725-6822

**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: John Shellenberg
Title: Project Manager
Company Name: Midwest Maintenance, Inc.
Physical Address: 1126 Ellis Street
City, State, ZIP: Augusta, GA , 30901
Email: john@mmirestoration.com
Phone: 937-773-9236

**REMIT TO ADDRESS (if different):** 101 Fox Drive, Piqua OH 45356

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of 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 thirty (30) 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 thirty (30) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project as per the term in *ARTICLE #105 – CONTRACT TERM* or abandons the project before completion, the Contractor shall pay the County liquidated damages in the amount of

three hundred fifteen dollars and no/100 ($315.00) per calendar day until substantial 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

**Builders Risk:** 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 Work 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**

**Applications for Payment:** Contractor shall submit Applications for Payment in accordance with the conditions of the contract. For construction projects where a third-party Engineer of Record, General Contractor for Hire, or other Owner's Representative, Applications for Payment may additionally be reviewed and approved.

**Progress and Final Payments:** The County will make progress payments on account of the contract price on the basis of Contractor's Applications for Payment as recommended by Hall County or Engineer of Record, monthly during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values provided for in the conditions of the contract.

Prior to substantial completion, progress payments will be in an amount equal to 95 percent of the value of the work completed and 95 percent of the value of materials and equipment not incorporated in the work but delivered and suitably stored, less, in each case, the aggregate of payments previously made.

Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services

provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *Exhibit C – Mandatory Cost Proposal Worksheet.*

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.

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 for materials. The Bidder must 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 Supplier's terms and conditions or service level agreements.
4. 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", "consultant", "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 a 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 they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
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. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. 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.
29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.

30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a PO is issued with 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.
33. 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.
34. The Supplier certifies that it and any of 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.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

**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:

Midwest Maintenance, Inc.

By: Angela M Giguere

Print Name: Angela M. Giguere

Title: CEO

Sworn to and subscribed before me this

7th Day of February, 2025.

Notary Public: [signature]

Notary commission expires: 12/11/2029

[Locus Sigilli – Seal or Stamp]

ASHLEY THOMAS
Notary Public
State of Ohio
My Comm. Expires
December 11, 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 91/2025

**SUBJECT:** Approve Change Order #1 under RFQ/P #43-004 Sewer System Operation Services for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL, in the amount of $180,562.00.

## Meetings:

**Work Session Date:** 02/24/25

**Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**
Approve Change Order #1 under RFQ/P #43-004 Sewer System Operation Services for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL, in the amount of $180,562.00.

**History:**

The FY24 renewal was approved by the BOC May 6, 2024 in the amount of $974,841.00.

**Facts and Issues:**
As part of the contract RFQ/P #43-004 with Clearwater Solutions, and in addition to their operations services fee, Clearwater Solutions was managing Rebatable Maintenance Accounts (RMA) for Repairs & Maintenance and Chemicals expenses as they relate to Spout Springs Water Reclamation Facility and the county's 22 liftstations.

Based on higher than expected expenses and incidents related to repair/maintenance, expenses are tracking to exceed the Rebatable Maintenance Accounts for one (1) of the two (2) accounts before the end of FY25.

These repairs/maintenances are related to clogged lines, damaged backflow preventers, replacing pumps, bearing housings, and seals for downed pumps.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 180,562.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Water & Sewer 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?** | 2025-02-27 |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| AP | WK | WK | AP |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**
Financial Supplement
Repairs & Replacement Recap '24-'25
Estimated Financial Projections

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 91/2025

**Funds Requested:** $ 180,562.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Water & Sewer Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2025 | 505-WATER AND SEWER FUND | 4430-SPOUT SPRINGS RECLAMATIONPLANT | 521000-PROFESSIONAL SERVICES | $180,562.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** WK

**Phone:** 770-329-0863

# Hall County, GA (0057) 2024 - 2025 R&M

| R&M Recap | R&M 220,500 Spent |
|---|---|
| Jul-24 | 14,953.30 |
| Aug-24 | 60,187.24 |
| Sep-24 | 27,352.40 |
| Oct-24 | 30,224.77 |
| Nov-24 | 9,542.08 |
| Dec-24 | 12,227.20 |
| Jan-25 | - |
| Feb-25 | - |
| Mar-25 | - |
| Apr-25 | - |
| May-25 | - |
| Jun-25 | - |
| Spent | 154,487 |
| Remaining | 66,013 |
| | 30,047 Balance of Previous Contract |

| Routine Expenses | Emergency Expenses |
|---|---|
| $3,874.80 | $11,078.50 |
| $6,799.04 | $53,388.20 |
| $24,856.15 | $2,496.25 |
| $1,856.33 | $28,368.44 |
| $4,564.08 | $4,978.00 |
| $5,342.20 | $42,288.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| Total $47,292.60 | $142,597.39 |

# Hall County/Clearwater Solutions
# Estimated Financial Projections
# FY2025 & FY2026

**Fiscal Year 2025**

- R&M reimbursable account = **$370,000 (Projected to June 30, 2025)
- Chemicals reimbursable account = $120,000 (Projected to June 30, 2025)
- Operational Expense = $629,941 (No change)
- Total 2025 Projected Annual Operations Fee = $1,155,344

**Projected R&M to include monthly fee adjustments. Additionally, FY25 true-up to not carry-over to FY26 budget.

**Fiscal Year 2026**

- R&M reimbursable account = $380,000 (Based on historical actuals for FY24 and projections for FY25)
- Chemicals reimbursable account = $130,000
- Operational Expense = $719,959 (Includes $65k for sludge hauling and estimated CPI of 3.6%)
- Total 2026 Annual Operations Fee = $1,229,959

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 65/2025

**SUBJECT:** Approve the single source purchase of Allen Creek Landfill permitting and planning services for Public Works & Utilities from Burns & McDonnell Engineering Company, Inc. of Atlanta, GA, in the amount of $280,000.00.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approval

**Purpose of Request:**
Approve the single source purchase of Allen Creek Landfill permitting and planning services for Public Works & Utilities from Burns & McDonnell Engineering Company, Inc. of Atlanta, GA, in the amount of $280,000.00.

**History:**
Burns & McDonnell Engineering Company, Inc. prepared the Solid Waste Master Plan in 2022. Based on this work and involvement, they have integral knowledge and in-depth understanding of the Hall County Allen Creek Landfill.

**Facts and Issues:**
This proposal is for design and consulting services associated with the Allen Creek Landfill and solid waste planning.

The project is scheduled from January 2025 to June 2026 with a cost of $280,000, budgeted in approved FY25 CIP.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 280,000.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Solid Waste 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?** | 2025-03-31 |

**Approvals:**

| Submit | Approve | Purchasing | Budget |
|---|---|---|---|
| WK | WK | AP | JM |
| **Finance** | **Attorney** | **Administration** | **Clerk** |
| TS | WLI | CR | JR |

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**Attachments:**

Financial Supplement
Contract Signature Request
Contract
Single Source Form

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 65/2025

**Funds Requested:** $ 280,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Solid Waste Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2025 | 540-SOLID WASTE FUND | 4530-LANDFILL | 541400-INFRASTRUCTURE | $280,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** WK

**Phone:** 770-329-0863

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: February 11, 2025

To: David Gibbs, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract No: Single Source Professional Design and Consulting Services

Bid/Contract Name: Allen Creek Landfill Permitting and Planning Services

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Burns & McDonnell Engineering Company, Inc.

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

Prior Year's Spend: N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: $280,000

☐ Product Contract Estimated Amount:

Comment:

This proposal is for design and consulting services associated with the Allen Creek Landfill and solid waste planning. The project is scheduled from January 2025 to June 2026 with a cost of $280,000 budgeted in approved FY25 CIP.

Burns & McDonnell Engineering Company, Inc. prepared the Solid Waste Master Plan in 2022. Based on this work and involvement, they have integral knowledge and in-depth understanding of the Hall County Allen Creek Landfill.

February 5, 2025

Mr. Bill King
Assistant Public Works & Utility Director
Hall County, Georgia
2875 Browns Bridge Road #3
Gainesville, Georgia 30504

Re: Proposal for Solid Waste Consulting Services

Dear Mr. King:

The following proposal is for supporting Hall County (County) with consulting services, including planning, permitting and engineering services, associated with the County's solid waste facilities. The proposed scope of services outlined below is general and will be at the direction of the County to meet its anticipated support needs.

## SCOPE OF SERVICES

- Georgia Environmental Protection Department (EPD) permitting associated with the Allen Creek Landfill facility.
- Continued solid waste planning in accordance with the County's existing Solid Waste Master Plan.
- Complete regulatory communication to EPD as needed.
- Assist County with solid waste planning, recycling, and landfill diversion.
- Other work as requested by the County related to solid waste management.

It is anticipated that services will be completed on a time and materials not to exceed basis with the extent of the scope of services of individual tasks dependent on the County support needs and specific requests made by the County in writing. Assistance for other requests from the County for solid waste or environmental engineering support services can be provided on a time and materials not to exceed basis under this agreement. The schedule for completing individual tasks will be agreed upon by Burns & McDonnell and the County prior to commencing services on requested support items. Estimated costs and specific deliverables for requested support items will be defined and agreed upon in writing by Burns & McDonnell and the County as tasks are identified and in advance of services being performed.

February 5, 2025
Mr. Bill King

**COMPENSATION**

For the Scope of Services described herein, Hall County shall compensate Burns & McDonnell on a time and materials basis as per the attached rate sheet (BMR25-4A) not to exceed a total of $280,000 in accordance with the attached terms and conditions for professional services. Monthly invoices will be submitted by Burns & McDonnell to the County inclusive of actual labor and expenses for the preceding month. For additional, reduced, or changed scope of services, the approved budget(s) shall be adjusted accordingly with prior written authorization from the County.

Should you have any questions or require additional information, please do not hesitate to contact Matt at (952) 222-7249 or maevans@burnsmcd.com.

Sincerely,

Burns & McDonnell Engineering Company, Inc.

Matthew J. Evans P.E.
Project Manager

Spencer Cronin
Regional Manager

Enclosures: Schedule of Hourly Professional Services Billing Rates and Terms and Conditions (AE-4 Environmental_REV2021)

**ACCEPTED:** Proposal – On-Call Solid Waste Services

HALL COUNTY, GEORGIA

By: _____

Title: _____

Date: _____

BURNS McDONNELL

**TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

| **Project:** SOLID WASTE SERVICES | **Date of Letter, Proposal, or Agreement:** FEBRUARY 5, 2025 |
|---|---|
| **Client:** HALL COUNTY, GEORGIA | **Client Signature:** |

**1. SCOPE OF SERVICES**

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above referenced Letter, Proposal, or Agreement in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

**2. PAYMENTS TO BMCD**

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

**3. INSURANCE**

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of $1,000,000, Commercial General Liability with limits of $1,000,000 per occurrence and $2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of $1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and selfinsurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

**4. INDEMNIFICATION**

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

**5. PROFESSIONAL RESPONSIBILITY– LIMITATION OF REMEDIES**

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed $100,000 or the total compensation actually received by BMcD under this Agreement.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

**6. PERIOD OF SERVICE AND SCHEDULE**

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

**7. COMPUTER PROGRAMS OR MODELS**

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

**8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS**

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

**9. DOCUMENTS**

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

**10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS**

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

**11. POLLUTION**

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

Hazardous Substances: Any substances, chemicals, pollutants, explosive ordinances, or other materials, in whatever form or state, including, without limitation, product, waste, contaminant, smoke, vapors, soot, fumes, acids, alkalis, minerals, liquids, gases, or any other material, irritant, contaminant, or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever including, without limitation, those substances defined, designated, or listed in the Clean Water Act (33 U.S.C. §1251 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Emergency Planning & Community Right-to-Know Act (42 U.S.C. §11001 et seq.), Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. §6901 et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §9601 et seq.), or as defined, designated, or listed under any other federal, state, or local law, regulation, or ordinance concerning hazardous substances, toxic or dangerous substances, chemicals, wastes, pollutants, contaminants, or explosive ordinances.

Company and Contractor acknowledge and understand that Company shall retain ownership of and title to any Hazardous Substances originating at, found on, brought to, removed from, or generated from the project site or operations on the premises. The parties agree that such Hazardous Substances, including substances designated as waste, were not caused by and are not the responsibility of Contractor; and that this Agreement, or any documents associated with this Agreement, do not attempt to nor do they actually transfer responsibility, liability, or ownership for Hazardous Substances to Contractor. Under no circumstances shall Contractor assume ownership of or legal liability for such Hazardous Substances under any law, rule, order, or regulation pertaining to Hazardous Substances, or assume the status of generator, transporter, storer, treater, or disposal facility, or arranger of transport, storage, or disposal, for Hazardous Substances. Company further acknowledges and agrees that the evaluation, management, and other decisions, conclusions, recommendations, or other actions involving Hazardous Substances that may be undertaken as part of Contractor's services, entail uncertainty and risk of injury or damage to property, including that to third-parties, which cannot be always avoided even with compliance of generally accepted Standard Industry Practice.

**12. ON-SITE SERVICES**

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

**13. CHANGES**

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

**14. TERMINATION**

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

**15. DISPUTES, NEGOTIATIONS, MEDIATION**

A. The parties shall participate in good faith negotiations to resolve any and all disputes. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Gainesville, Georgia.

B. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Hall County, Georgia, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Hall County, Georgia, and each party expressly consents to jurisdiction therein.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

**16. WITNESS FEES**

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement..

**17. CONTROLLING LAW**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Georgia without regard to any conflicts of law provisions.

**18. RIGHTS AND BENEFITS – NO ASSIGNMENT**

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

**19. ENTIRE CONTRACT**

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

**20. SEVERABILITY**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

**21. REPORTING**

A. BMcD will provide Client with a written report ("Report") if required as part of the scope of services. The Report will present such findings and conclusions respecting the Site as BMcD may reasonably make with the information gathered in accordance with this Agreement. The Report shall be based only upon BMcD 's observations made in the performance of the scope of services agreed upon in writing.

B. In preparing the Report, BMcD may review and interpret certain information provided by subconsultants and others, including government authorities, title companies, testing laboratories and other entities. BMcD will not independently evaluate the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.

C. BMcD 's Report is intended for the exclusive use of Client. There may be no further distribution of the Report, in whole or in part, or summaries or abstracts thereof, without the written consent of an officer of the BMcD. Any reuse, transmittal, or use of without written verification, approval, or adaptation by BMcD for the specific purpose intended is prohibited and will be at Client's sole risk and without liability or legal exposure to BMcD or to BMcD's subcontractors, and Client shall waive, release, and otherwise defend, indemnify, and hold harmless BMcD and BMcD's subcontractors from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom, to the fullest extent permissible by law. Any such verification or adaptation will entitle BMcD to further compensation at rates to be agreed upon by Client and BMcD.

**22. SITE INFORMATION**

In addition to providing the information relating to the site listed in the Proposal, Client shall provide the following:

A. The location of utilities, underground tanks, and other structures and the routing thereof at the site;

B. A description of activities conducted at the site at any time by the Client or by any other person or entity; and

C. Identification, by name, quantity, location, and date, of any storage, release or handling of any substance Client either knows or suspects is hazardous.

**23. CONTROL OF SITE**

By providing services under this Agreement, BMcD does not assume control of or responsibility for the site or become the person in charge of the site or undertake responsibility for reporting to any federal, state or local public agency respecting conditions at the site that may present a potential danger to public health, safety or the environment. Further, nothing contained within this Agreement or the services to be rendered thereunder shall be construed or interpreted as requiring BMcD to assume the status of a generator, storer, transporter, treater, operator or disposal facility as those terms may appear within federal, state or local laws, statutes, ordinances, or regulations concerning the generation, transportation, treatment, storage and disposal of waste. Client assumes full responsibility for compliance with all federal, state or local laws, statutes, ordinances and regulations governing the handling, treatment, storage and disposal of such waste.

**24. SITE ACCESS**

Client shall obtain for BMcD access to the site and all buildings thereon at reasonable times throughout performance of this Agreement. BMcD will take reasonable precautions to minimize damage to the site from use of equipment, but unavoidable damage or alteration may occur. Client agrees to assume responsibility for such unavoidable damage or alteration.

**25. CERTIFICATION**

Certification by BMcD of test results or reports constitute a statement of the professional judgment of BMcD based on the facts and data known to BMcD. Certification or other "assurances" are not guarantees or warranties concerning current or future considerations or performance of the facilities surveyed, or that Client or others will be entitled to any innocent land owner or purchaser defenses which may be available under applicable environmental laws including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

- END -

# Schedule of Hourly Professional Service Billing Rates

| Position Classification | Classification Level | Hourly Billing Rate |
|---|---|---|
| General Office * | 5 | $75.00 |
| Technician * | 6 | $95.00 |
| Assistant * | 7 | $113.00 |
| | 8 | $156.00 |
| | 9 | $183.00 |
| Staff * | 10 | $207.00 |
| | 11 | $225.00 |
| Senior | 12 | $255.00 |
| | 13 | $278.00 |
| Associate | 14 | $287.00 |
| | 15 | $289.00 |
| | 16 | $291.00 |
| | 17 | $295.00 |

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

5. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

6. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.

**Form BMR25-4A**

HALL COUNTY
GEORGIA

# 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 exits or that only one single supplier can fulfill the requirements of the County.**

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

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

| |
|---|
| ***For Sole Source or Sole Brand, identify efforts made to locate other possible sources.*** |
| |
| **Desired Supplier Name:** |
| **Desired Supplier Email:** |
| **Desired Supplier Phone Number:** |

## Scope of Work

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

## Justifying a Sole Source/Brand

| Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs). |
| --- |
| |
| **Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.** |
| |

## Justifying a Single Source

| Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required. |
|---|
| |
| **Letter from Original Equipment Manufacturer (required):** **Attached** |

| Purchasing Use Only | |
|---|---|
| **Buyer:** | |
| **Buyer E-Mail Address:** | |
| **Buyer Telephone:** | |
| **Contract #:** | |
| **Contract Name:** | |
| **If publicly solicited, number of protests:** | |
| **Outcome:** | |
| **Bid # (if competitively bid):** | |
| **Purchase Order #:** | |

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 74/2025

**SUBJECT:** Approve the release of $64,391.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in The Chateau by Highlands Subdivision. Commission District 1.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**
Approve the release of $64,391.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in The Chateau by Highlands Subdivision. Commission District 1.

**History:**

**Facts and Issues:**
All sidewalks are in and roads are complete.

**Options:**

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

**Approvals:**

| Submit | Approve | Budget | Finance |
|---|---|---|---|
| BN | BN | JM | TS |

| Submit | Approve | Budget | Finance |
|---|---|---|---|

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

**Attachments:**

Bond
Final Plat information

**STATE OF GEORGIA,**
**COUNTY OF HALL**

**Bond #100030686**

## GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, **GA Hall Uninco 347, LLC** (owner/principal, hereinafter referred to as "Principal"), and **Merchants National Bonding, Inc** (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of **$25,500.00*** (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, **GA Hall Uninco 347, LLC** (principal) is owner of the Subdivision known as **The Chateau by Highlands** Subdivision, which subdivision is shown on a plat prepared by

GASKINS SURVEYING, Georgia Registered Surveyor Number

2806, and

WHEREAS, **GA Hall Uninco 347, LLC** (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of **The Chateau by Highlands** Subdivision for recording purposes, and

WHEREAS, **GA Hall Uninco 347, LLC** (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of **The Chateau by Highlands Subdivision** for public maintenance (not applicable to private developments); **GA Hall Uninco 347, LLC** (principal) and **Merchants National Bonding, Inc** (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, **GA Hall Uninco 347, LLC** (principal) agrees that all construction of the street system of **The Chateau by Highlands** Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

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Terms of Guaranty:

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NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on July 1, 2023 (Date) and expires on June 30, 2025 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

**STATE OF GEORGIA,**
**COUNTY OF HALL** **Bond #100030686**

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**Bond #100030686**

## GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, **GA Hall Uninco 347, LLC** (owner/principal, hereinafter referred to as "Principal"), and **Merchants National Bonding, Inc** (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of **$25,500.00*** (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, **GA Hall Uninco 347, LLC** (principal) is owner of the Subdivision known as **The Chateau by Highlands** Subdivision, which subdivision is shown on a plat prepared by

GASKINS SURVEYING, Georgia Registered Surveyor Number

2806, and

WHEREAS, **GA Hall Uninco 347, LLC** (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of **The Chateau by Highlands** Subdivision for recording purposes, and

WHEREAS, **GA Hall Uninco 347, LLC** (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of **The Chateau by Highlands Subdivision** for public maintenance (not applicable to private developments); **GA Hall Uninco 347, LLC** (principal) and **Merchants National Bonding, Inc** (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, **GA Hall Uninco 347, LLC** (principal) agrees that all construction of the street system of **The Chateau by Highlands** Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

**GA Hall Uninco 347, LLC** (principal), and **Merchants National Bonding, Inc** (surety) agree to the following: Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in **The Chateau by Highlands** Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County, Highlands Residential, LLC (surety) shall pay the bond amount to Hall County.

**Terms of Guaranty:**

**GA Hall Uninco 347, LLC** (principal) and **Merchants National Bonding, Inc** (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by **Merchants National Bonding, Inc** (surety) from Hall County authorizing release of **GA Hall Uninco 347, LLC** (principal) and **Merchants National Bonding, Inc** (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on July 1, 2023 (Date) and expires on June 30, 2025 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this

27th day of June, 2023.

GA Hall Uninco 347, LLC
PRINCIPAL

By: _____
(Corporate Officer or other authorized representative)

Principal's Address:
1777 Peachtree St, Suite 200
Atlanta, GA 30309

Merchants National Bonding, Inc
SURETY

By: _____
(Authorized Representative)

Surety's Address:
P.O. Box 14498
Des Moines, IA 50306

Approved:
Hall County
By: _____
(Chairman)

MERCHANTS BONDING COMPANY

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anderson L Glenn; Brian M Perry; Douglas L Rieder; F Anderson Philips; John W Miller II; Joseph A Maxwell; Margaret S Meyers; Michael J Brown; Tameka B Black; Tina Marsh; W Wesley Hamilton

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surely company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 7th day of February , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
*President*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 7th day of February 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of June , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
*Secretary*

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

Final Plat Information

Consider Release of $64,391.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in The Chateau by Highlands Subdivision. All sidewalks are in and roads are complete.

Subject Subdivision is located off Friendship Road

| | |
|---|---|
| NAME OF SUBDIVISION: | The Chateau by Highlands |
| NAME OF OWNER/DEVELOPER: | Ga Hall Uninco 347, LLC<br>David K. Loeffel |
| ADDRESS: | 1777 Peachtree Street, Suite 200<br>Atlanta, GA 30309 |
| TYPE OF MAINTENANCE BOND: | Guaranty Performance/Maintenance |
| DATE OF BOND: | July 1, 2023 |
| AMOUNT OF BOND: | $64,391.00 |
| FINANCIAL INSTITUTION:<br>AND ADDRESS: | Merchants National Bonding, Inc.<br>P.O. Box 14498<br>Des Moines, IA 50306 |
| Account No.: | 100030686 |

| COMM. DIST. | STREET NAME | R/W IN FEET | LENGTH IN FEET | WIDTH IN FEET | TYPE OF SURFACE | STATE REF. NO. |
|---|---|---|---|---|---|---|
| 1 | Chateau Point | 50 | 261.71 | 20 | P.M. | ---- |

**NOTES:**

| | |
|---|---|
| NUMBER OF LOTS: | |
| CURB & GUTTER: | 24" Rolled Back |
| TOTAL ACRES OF S/D: | 38.2 AC |

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 75/2025

**SUBJECT:** Approve the release of $86,000.00 Irrevocable Letter of Credit/Performance Agreement in Overlook at Marina Bay Subdivision. Commission District 2.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**
Approve the release of $86,000.00 Irrevocable Letter of Credit/Performance Agreement in Overlook at Marina Bay Subdivision. Commission District 2.

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

| Submit | Approve | Budget | Finance |
|---|---|---|---|
| WS | BN | JM | JR |

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

**Attachments:**

Irrevocable Letter of Credit
Final Plat information

PEACH STATE
BANK & TRUST

IRREVOCABLE LETTER OF CREDIT

HALL County Board of Commissioners
P.O. Drawer 1435
Gainesville, GA 30503

RE: Overlook At Marina Bay
Pipes & Roads, LLC
PO BOX 978
Gainesville, GA 30503

Chairman Higgins:

The purpose of this Irrevocable Letter of Credit is one of the following:

- Public subdivisions/developments – To induce the Hall County Board of Commissioners to approve the street system as shown on the final plat, to induce the Hall County Board of Commissioners to accept the streets as shown on the final plat for public maintenance, and to ensure the completion of the project as per the approved plans and the regulations of Hall County, Georgia.

- Private subdivisions/developments – To induce the Hall County Board of Commissioners to approve the street system as shown on the final plat and to ensure the completion of the project as per the approved plans and the regulations of Hall County, Georgia.

Peach State Bank & Trust (Banking institution hereinafter referred to as "Issuer") hereby establishes it's Irrevocable Letter of Credit No. 1001220700 in favor of Hall County, Georgia, for the account of Pipes & Roads, LLC up to the aggregate amount of Eighty-Six Thousand Dollars ($86,000.00) effective immediately and available by your draft(s) drawn at sight on the Issuer when accompanied by this Irrevocable Letter of Credit. This Irrevocable Letter of Credit is to cover the value of materials and work associated with the construction of Overlook At Marina Bay.

The owner/developer responsibilities are as follows:

Special Stipulations:

The above referenced Irrevocable Letter of Crdit number 1001220700 in the amount of Eighty-Six Thousand Dollars ($86,000.00) replaces the initial Irrevocable Letter of Credit number 1001128100 in the amount of Five Hundred Sixteen Thousand Two Hundred Seventy-Five Dollars ($516,275.00), which will expire on April 8, 2024, and will be released upon acceptance of the above referenced Irrevocable Letter of Credit number 1001220700.

The above referenced Irrevocable Letter of Credit number 1001220700 is subject ONLY to the following items which remain to be completed:

Walkways (approximately 700 feet remains to be installed $21,000.00).

Stormwater Manhole Catch Basins with "water quality inserts" and Four (4) Detention Ponds require cleaning ($65,000.00 for Manhole and Detention Ponds).

The above referenced Irrevocable Letter of Credit is subject to an earlier release date once the above referenced items are completed, inspected, and accepted.

Hall County will pursue the collection of funds for deficiencies upon the elapsing of one (1) year from the issuance of the Letter of Credit **and** after the compliance date given in the 45-day written notice.

The condition of the obligation created hereunder is such that the Issuer hereby agrees that all drafts drawn under and in compliance with the terms of this Irrevocable Letter of Credit will be duly honored if drawn and presented for payment to the Issuer's office upon the failure of Owner/developer to meet the responsibilities as outlined in the preceding paragraph. Upon full compliance, this obligation shall be void; otherwise, it shall remain in force. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

This Irrevocable Letter of Credit is hereby issued on March 21, 2024 and expires on March 21, 2025, and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day.

IN WITNESS WHEREOF the Issuer has set its hand and affixed its seal on this day of

March 21, 20 24.

Witness

Peach State Bank & Trust
Issuer (Banking Institution Name)

Notary Public

By: SVP
Name and Title

My Commisson Expires: Sept. 22, 2027

JANA LOVELL NOTARY PUBLIC HALL COUNTY, GA EXPIRES GEORGIA September 22, 2027

[Seal]

The amount of bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transporation (GADOT) Item Mean Summary, or the lastest Hall County contract data, whichever is higher.

Final Plat Information

Consider release of $86,000.00 Irrevocable Letter of Credit/Performance Agreement in Overlook at Marina Bay Subdivision.

Subject Subdivision is located off of Cool Springs Road.

| | |
|---|---|
| NAME OF SUBDIVISION: | Overlook at Marina Bay |
| NAME OF OWNER/DEVELOPER: | Pipes and Road, LLC |
| ADDRESS: | P.O Box 978<br>Gainesville, GA 30503 |
| TYPE OF MAINTENANCE BOND: | Irrevocable Letter of Credit/<br>Performance Agreement |
| DATE OF BOND: | March 21, 2024 |
| AMOUNT OF BOND: | $86,000.00 |
| FINANCIAL INSTITUTION:<br>AND ADDRESS: | Peach State Bank & Trust<br>325 Washington Street<br>P.O. Box 290<br>Gainesville, GA 30503 |
| Account No.: | 1001220700 |

| COMM. DIST. | STREET NAME | R/W IN FEET | LENGTH IN FEET | WIDTH IN FEET | TYPE OF SURFACE | STATE REF. NO. |
|---|---|---|---|---|---|---|
| 2 | Belafonte Walk | 50 | 1459.80 | 20 | P.M. | ---- |
| 2 | Caldonia Court | 50 | 198.73 | 20 | P.M. | ---- |
| 2 | Morning Star Lane | 50 | 1444.04 | 20 | P.M. | ---- |
| 2 | Empress Court | 50 | 301.65 | 20 | P.M. | ---- |
| 2 | Black Pear Lane | 50 | 741.95 | 20 | P.M. | ---- |

**NOTES:**

| | |
|---|---|
| NUMBER OF LOTS: | 99 |
| CURB & GUTTER: | 24" Rolled Back |
| TOTAL ACRES OF S/D: | 42.89 AC |

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 79/2025

**SUBJECT:** Approve the release of $501,017.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in The Retreat at Chicopee Subdivision. Commission District 2.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**
Approve the release of $501,017.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in The Retreat at Chicopee Subdivision. Commission District 2.

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

| Submit | Approve | Budget | Finance |
|---|---|---|---|
| WS | BN | JM | TS |

| Attorney | Administration | Clerk |
|---|---|---|

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

**Attachments:**

Guaranty Performance/Maintenance Agreement
Final Plat Information

Bond No. SU1169566

**STATE OF GEORGIA,**
**COUNTY OF HALL**

## GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Mountain View Development, LLC (owner/principal, hereinafter referred to as "Principal"), and Arch Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of $ Five Hundred One Thousand Seventeen Dollars and 00/100 ($ 501,017.00) * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Mountain View Development, LLC (principal) is owner of the Subdivision known as The Retreat at Chicopee Subdivision, which subdivision is shown on a plat prepared by Acre Professional Surveyors, Georgia Registered Surveyor Number 001105, and

WHEREAS, Mountain View Development, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of The Retreat at Chicopee Subdivision for recording purposes, and

WHEREAS, Mountain View Development, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of The Retreat at Chicopee Subdivision for public maintenance (not applicable to private developments);

Mountain View Development, LLC (principal) and Arch Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Mountain View Development, LLC (principal) agrees that all construction of the street system of The Retreat at Chicopee

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

Mountain View Development, LLC (principal), and

Arch Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in The Retreat at Chicopee Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County,

Arch Insurance Company (surety) shall pay the bond amount to Hall County.

**Terms of Guaranty:**

Mountain View Development, LLC (principal) and

Arch Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by

Arch Insurance Company (surety) from Hall County authorizing release of

Mountain View Development, LLC (principal) and

Arch Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on 3/16/2021 (Date) and expires on 3/16/2023 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this 16th day of March, 2021.

- Mountain View Development, LLC
  PRINCIPAL
  By: _____
  (Corporate Officer or other authorized representative)

  Principal's Address:
  655 Engineering Drive, Suite 208
  Peachtree Corners, GA 30092

- Arch Insurance Company
  SURETY
  By: _____
  (Authorized Representative) Charles J. Nielson
  Attorney In Fact

  Surety's Address:
  Harborside 3, 210 Hudson Street, Suite 300
  Jersey City, NJ 07311 - 1107

- Approved:
  Hall County
  By: _____
  (Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

## POWER OF ATTORNEY

**Know All Persons By These Presents:**
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

**Brett Rosenhaus of Delray Beach, FL Charles D. Nielson, Charles J. Nielson, David R. Hoover and Jarrett Merlucci of Miami Lakes, FL (EACH) F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH) John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH) Laura D. Mosholder of Orlando, FL**
its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 8th day of October, 2020

**Attested and Certified**

Regan A. Shulman, Secretary

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

**Arch Insurance Company**

Richard Stock, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Richard Stock personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELE TRIPODI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 31, 2021

Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, **Regan A. Shulman** , Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated October 8, 2020** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Richard Stock, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16th day of March, 20 21.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**
**Arch Insurance – Surety Division**
**3 Parkway, Suite 1500**
**Philadelphia, PA 19102**

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

***To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com***
***Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.***

Arch | Insurance

# ARCH SURETY

## CONTINUATION CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS, THAT:

In consideration for the payment of a renewal premium, ARCH INSURANCE COMPANY, as SURETY, does hereby continue

Bond Number: SU 1169566-0000

Effective Date: 03/16/2021

Amount of bond: $501,017.00

Continued from: 03/16/2023 to 03/16/2025

On behalf of: Mountain View Development LLC

In favor of: Hall County Board of Commissioners

Provided, however, that this Continuation Certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that said Surety's aggregate liability under said bond and this and all such Continuation Certificates on accou3nt of all defaults committed during the period (regardless of the number of years) said bond has been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Dated this 14th day of February 2023

ARCH INSURANCE COMPANY

By: _____

Jarrett Merlucci, Attorney-in-Fact

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.*
*Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

**POWER OF ATTORNEY**

**Know All Persons By These Presents:**
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

**Brett Rosenhaus of Delray Beach, FL**
**Charles D. Nielson, Charles J. Nielson, David R. Hoover and Jarrett Merlucci of Miami Lakes, FL (EACH)**
**F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)**
**John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)**
**Laura D. Mosholder of Orlando, FL**

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars ($90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

**VOTED**, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 22nd day of October, 2021.

**Attested and Certified**

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

**Arch Insurance Company**

Stephen C. Ruschak, Executive Vice President

**STATE OF PENNSYLVANIA SS**
**COUNTY OF PHILADELPHIA SS**

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1166622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated October 22, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 14th day of February, 20 23.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**
**Arch Insurance – Surety Division**
**3 Parkway, Suite 1500**
**Philadelphia, PA 19102**

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

*To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at* SuretyAuthentic@archinsurance.com
*Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*

Final Plat Information

Consider Release of $501,017.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in The Retreat at Chicopee. All sidewalks are in and roads are complete.

Subject Subdivision is located off Titshaw Drive

| | |
|---|---|
| NAME OF SUBDIVISION: | The Retreat at Chicopee |
| NAME OF OWNER/DEVELOPER: | Mountain View Development, LLC |
| ADDRESS: | 655 Engineering Drive, Suite 208<br>Peachtree Corners, GA 30092 |
| TYPE OF MAINTENANCE BOND: | Guaranty Performance |
| DATE OF BOND: | March 16, 2021 |
| AMOUNT OF BOND: | $501,017.00 |
| FINANCIAL INSTITUTION:<br>AND ADDRESS: | Arch Insurance Company<br>Harborside 3<br>210 Hudson Street, Suite 300<br>Jersey City, NJ 07311-1107 |
| Account No.: | SU1169566 |

| COMM. DIST. | STREET NAME | R/W IN FEET | LENGTH IN FEET | WIDTH IN FEET | TYPE OF SURFACE | STATE REF. NO. |
|---|---|---|---|---|---|---|
| 2 | Birch Mountain Run | 50 | 2421.71 | 20 | P.M. | ---- |
| 2 | Chicopee Trail Drive | 50 | 258.97 | 20 | P.M. | ---- |
| 2 | Deerhaven Crossing | 50 | 812.47 | 20 | P.M. | ---- |
| 2 | Peakridge Lane | 50 | 950.00 | 20 | P.M. | ---- |

**NOTES:**

| | |
|---|---|
| NUMBER OF LOTS: | 122 |
| CURB & GUTTER: | 24" Rolled Back |
| TOTAL ACRES OF S/D: | 38.2 AC |

HALL COUNTY
GEORGIA We have it all in Hall

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 89/2025

**SUBJECT:** Approve the extension of $326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Phase 3 Subdivision. Commission District 1.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**
Approve the extension of $326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Phase 3 Subdivision. Commission District 1.

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

| Submit | Approve | Budget | Finance |
|---|---|---|---|
| BN | BN | JM | TS |

| Attorney | Administration | Clerk |
|---|---|---|

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

**Attachments:**

Bond
Final plat

**STATE OF GEORGIA,** **BOND #800142775**
**COUNTY OF HALL**

## GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, MTS ATL, LLC (owner/principal, hereinafter referred to as "Principal"), and ATLANTIC SPECIALTY INSURANCE COMPANY (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of THREE HUNDRED TWENTY SIX THOUSAND FIVE HUNDRED SIXTY NINE DOLLARS & 00/100 $ 326,569.00 * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, MTS ATL, LLC (principal) is owner of the Subdivision known as CAMBRIDGE ESTATES PHASE III Subdivision, which subdivision is shown on a plat prepared by RYAN SCHULDT, NORTH POINT LAND SURVEYING, Georgia Registered Surveyor Number 3219, and

WHEREAS, MTS ATL, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of CAMBRIDGE ESTATES PHASE III Subdivision for recording purposes, and

WHEREAS, MTS ATL, LLC(principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of CAMBRIDGE ESTATES PHASE III Subdivision for public maintenance (not applicable to private developments); MTS ATL, LLC (principal) and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, MTS ATL, LLC (principal) agrees that all construction of the street system of CAMBRIDGE ESTATES PHASE III

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.
MTS ATL, LLC (principal), and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in CAMBRIDGE ESTATES Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County, ATLANTIC SPECIALTY INSURANCE COMPANY (surety) shall pay the bond amount to Hall County.

**Terms of Guaranty:**

MTS ATL, LLC (principal) and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by ATLANTIC SPECIALTY INSURANCE COMPANY (surety) from Hall County authorizing release of MTS ATL, LLC (principal) and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on MARCH 12TH, 2023 (Date) and expires on MARCH 12TH, 2025 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this 12TH day of MARCH, 2023.

- MTS ATL, LLC
  PRINCIPAL

  By: _____
  (Corporate Officer or other authorized representative)

  Principal's Address:
  2857 Westport Rd
  Charlotte NC 28208

- ATLANTIC SPECIALTY INSURANCE COMPANY
  SURETY

  By: MICHAEL W STELLJES
  (Authorized Representative)
  Surety's Address:
  ONE STATE STREET PLAZA – 31ST FLOOR
  NEW YORK, NY 10004

- Approved:
  Hall County
  By: _____
  (Chairman)

intact INSURANCE

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **John M. Lowry, William Lowry, Steven F. Santee, Michael W. Stelljes, Jessica Macri, William Douglas Lowry,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2026

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

[intact] surety

## CONTINUATION CERTIFICATE

Hall County Georgia Public Works and Utilities Division
PO Drawer 1435
Gainesville GA 30503
Obligee

In accordance with the terms of the Bond or Statute, you are hereby given written notice of the continuation of the following bond:

Bond Number 800142775
issued to MTS ATL, LLC
in favor of Hall County Georgia Public Works and Utilities Division
described as Sidewalks 1 inch of "F" mix asphalt & maintain sidewalks, cuts, fills subgrades shoulders, pavement, grassing SW mgmt, and traffic signs

Continuation shall be effective on March 12, 2025 and expire on March 12, 2027.

This bond continues in force to the above expiration date provided that losses and recoveries on it and all endorsements shall never exceed the penalty set forth in the bond, no matter how long this bond is in force.

In witness whereof, Atlantic Specialty Insurance Company has caused this instrument to be signed by its duly authorized Attorney-In-Fact this 7th day of February, 2025.

MTS ATL, LLC
Principal

By: _____
Title

Atlantic Specialty Insurance Company

By: _____
Jessica Macri, Attorney-In-Fact

605 Highway 169 North, Suite 800
Plymouth, Minnesota, USA 55441
Web: intactspecialty.com/surety
E-mail: surety@intactinsurance.com

Final Plat Information

Consider extension of $326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 3.

Subject Subdivision is located off of Spout Springs Road.

| | |
|---|---|
| NAME OF SUBDIVISION: | Cambridge |
| NAME OF OWNER/DEVELOPER: | MTS ATL, LLC |
| ADDRESS: | 2857 Westport Road<br>Charlotte, NC 28208 |
| TYPE OF MAINTENANCE BOND: | Guaranty Performance/Maintenance |
| DATE OF BOND: | March 12, 2023 |
| AMOUNT OF BOND: | $326,569.00 |
| FINANCIAL INSTITUTION:<br>AND ADDRESS: | Atlantic Specialty Insurance Company<br>One State Street Plaza<br>31st Floor<br>New York, NY 10004 |
| Account No.: | 800142775 |

| COMM. DIST. | STREET NAME | R/W IN FEET | LENGTH IN FEET | WIDTH IN FEET | TYPE OF SURFACE | STATE REF. NO. |
|---|---|---|---|---|---|---|
| 1 | Cambridge Drive | 50 | 556 | 20 | P.M. | ---- |
| 1 | Lancelot Court | 50 | 241 | 20 | P.M. | ---- |
| 1 | Manchester Drive | 50 | 1368 | 20 | P.M. | ---- |

**NOTES:**

| | |
|---|---|
| NUMBER OF LOTS: | 62 |
| CURB & GUTTER: | 24" Rolled Back |
| TOTAL ACRES OF S/D: | 23.84 AC |

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 88/2025

**SUBJECT:** Approve the extension of $451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Phase 1 Subdivision. Commission District 1.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**
Approve the extension of $451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Phase 1 Subdivision. Commission District 1.

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

| Submit | Approve | Budget | Finance |
|---|---|---|---|
| WS | BN | JM | TS |

| Attorney | Administration | Clerk |
|---|---|---|

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

**Attachments:**

Guaranty Performance/Maintenance Agreement
Final Plat Information

**STATE OF GEORGIA,** **BOND #800142774**
**COUNTY OF HALL**

## GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, MTS ATL, LLC (owner/principal, hereinafter referred to as "Principal"), and ATLANTIC SPECIALTY INSURANCE COMPANY (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of $ FOUR HUNDRED FIFTY ONE THOUSAND FOUR HUNDRED NINE DOLLARS & 00/100 $ 451,409 * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, MTS ATL, LLC (principal) is owner of the Subdivision known as CAMBRIDGE ESTATES Subdivision, which subdivision is shown on a plat prepared by RYAN SCHULDT, NORTH POINT LAND SURVEYING, Georgia Registered Surveyor Number 3219, and

WHEREAS, MTS ATL, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of CAMBRIDGE ESTATES Subdivision for recording purposes, and

WHEREAS, MTS ATL, LLC(principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of CAMBRIDGE ESTATES Subdivision for public maintenance (not applicable to private developments); MTS ATL, LLC (principal) and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, MTS ATL, LLC (principal) agrees that all construction of the street system of CAMBRIDGE ESTATES

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.
MTS ATL, LLC (principal), and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in CAMBRIDGE ESTATES Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County, ATLANTIC SPECIALTY INSURANCE COMPANY (surety) shall pay the bond amount to Hall County.

**Terms of Guaranty:**

MTS ATL, LLC (principal) and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by ATLANTIC SPECIALTY INSURANCE COMPANY (surety) from Hall County authorizing release of MTS ATL, LLC (principal) and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on MARCH 12TH, 2023 (Date) and expires on MARCH 12TH, 2025 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this 12TH day of MARCH, 2023.

- MTS ATL, LLC
  PRINCIPAL

  By: _____
  (Corporate Officer or other authorized representative)

  Principal's Address:
  2857 Westport Rd
  Charlotte NC 28208

- ATLANTIC SPECIALTY INSURANCE COMPANY
  SURETY

  By: MICHAEL W STELLJES
  (Authorized Representative)
  Surety's Address:
  ONE STATE STREET PLAZA – 31ST FLOOR
  NEW YORK, NY 10004

- Approved:
  Hall County
  By: _____
  (Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

intact INSURANCE

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **John M. Lowry, William Lowry, Steven F. Santee, Michael W. Stelljes, Jessica Macri, William Douglas Lowry,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12 day of May, 2023

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

[intact] surety

# CONTINUATION CERTIFICATE

Hall County Georgia Public Works and Utilities Division
PO Drawer 1435
Gainesville GA 30503
Obligee

In accordance with the terms of the Bond or Statute, you are hereby given written notice of the continuation of the following bond:

Bond Number 800142774
issued to MTS ATL, LLC
in favor of Hall County Georgia Public Works and Utilities Division
described as Sidewalks, 1 inch of "F" mix asphalt & maintain sidewalks; cuts, fills, subgrades, shoulders, pavement, grassing, SW mgmt, and traaffic signs

Continuation shall be effective on March 12, 2025 and expire on March 12, 2027.

This bond continues in force to the above expiration date provided that losses and recoveries on it and all endorsements shall never exceed the penalty set forth in the bond, no matter how long this bond is in force.

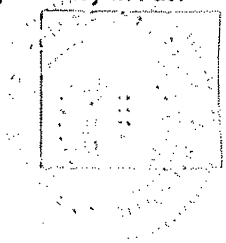
In witness whereof, Atlantic Specialty Insurance Company has caused this instrument to be signed by its duly authorized Attorney-In-Fact this 7th day of February, 2025.

MTS ATL, LLC
Principal

By: _____
Title

Atlantic Specialty Insurance Company

By: _____
Jessica Macri, Attorney-In-Fact



605 Highway 169 North, Suite 800
Plymouth, Minnesota, USA 55441
Web: intactspecialty.com/surety
E-mail: surety@intactinsurance.com

Final Plat Information

Consider extension of $451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 1.

Subject Subdivision is located off of Spout Springs Road.

| | |
|---|---|
| NAME OF SUBDIVISION: | Cambridge |
| NAME OF OWNER/DEVELOPER: | MTS ATL, LLC |
| ADDRESS: | 2857 Westport Road<br>Charlotte, NC 28208 |
| TYPE OF MAINTENANCE BOND: | Guaranty Performance/Maintenance |
| DATE OF BOND: | March 12, 2023 |
| AMOUNT OF BOND: | $451,409.00 |
| FINANCIAL INSTITUTION:<br>AND ADDRESS: | Atlantic Specialty Insurance Company<br>One State Street Plaza<br>31st Floor<br>New York, NY 10004 |
| Account No.: | 800142774 |

| COMM. DIST. | STREET NAME | R/W IN FEET | LENGTH IN FEET | WIDTH IN FEET | TYPE OF SURFACE | STATE REF. NO. |
|---|---|---|---|---|---|---|
| 1 | Cambridge Drive | 50 | 1764 | 20 | P.M. | ---- |
| 1 | Benjamin Drive | 50 | 855 | 20 | P.M. | ---- |
| 1 | Kate Lane | 50 | 313 | 20 | P.M. | ---- |
| 1 | Manchester Drive | 50 | 672 | 20 | P.M. | ---- |

**NOTES:**

| | |
|---|---|
| NUMBER OF LOTS: | 130 |
| CURB & GUTTER: | 24" Rolled Back |
| TOTAL ACRES OF S/D: | 53.44 AC |

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 78/2025

**SUBJECT:** Approve the extension and reduction of a Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks from $651,335.39 to $281,434.00 in Union Grove Phase 2 Subdivision. Commission District 1.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**
Approve the extension and reduction of a Guaranty Performance / Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks from $651,335.39 to $281,434.00 in Union Grove Phase 2 Subdivision. Commission District 1.

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

| Submit | Approve | Budget | Finance |
|---|---|---|---|
| WS | BN | JM | TS |

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

**Attachments:**
Power of Attorney
Rider
Final Plat Information

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JAMES I MOORE, STEPHEN T KAZMER, DAWN L MORGAN, MELISSA SCHMIDT, AMY WICKETT, KELLY A GARDNER, JENNIFER J MCCOMB, TARIESE M PISCIOTTO, DIANE M RUBRIGHT, MARTIN MOSS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

**CERTIFICATE**

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of January, 2025.

Assistant Secretary

BDJ 1(08-21)00

RIDER

To be attached to and form a part of Bond No. **7901088274**

| | | |
|---|---|---|
| Effective: | **April 11, 2022** | |
| Bond Amount: | **$615,335.39** | |
| Description: | **Union Grove, Phase 2;**<br>**Roads, Storm System, Sidewalks, Grassing** | |
| Executed by: | **Meritage Homes of Georgia, Inc.** | as Principal |
| and by: | **Nationwide Mutual Insurance Company** | as Surety |
| in favor of: | **Hall County, Georgia** | as Obligee |

In consideration of the mutual agreements herein contained, the Principal and the Surety hereby consent to **decrease the bond amount to**:

**Two Hundred Eighty One Thousand Four Hundred Thirty Four and 00/100 Dollars ($281,434.00)**

In consideration of the mutual agreements herein contained, the Principal and the Surety hereby consent to **extend the expiration date of the bond to**:

**April 11, 2027**

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective: **January 28, 2025**

Signed and Sealed: **January 29, 2025**

Principal: **Meritage Homes of Georgia, Inc.**

By: _____
Glen Tuik
SVP - National Land Development
Principal

Surety: **Nationwide Mutual Insurance Company**

By: _____
James I Moore, Attorney-in-Fact

Final Plat Information

Consider Extension/Reduction of $281,434.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Union Grove Phase 2 Subdivision

Subject Subdivision is located off Union Church Road

| | |
|---|---|
| NAME OF SUBDIVISION: | Union Grove Phase 2 |
| NAME OF OWNER/DEVELOPER: | Meritage Homes of Georgia, Inc. |
| ADDRESS: | 3700 Mansell Road, Suite 550<br>Alpharetta, GA 30022 |
| TYPE OF MAINTENANCE BOND: | Guaranty Performance |
| DATE OF BOND: | April 11, 2022 |
| AMOUNT OF BOND: | $281,434.00 |
| FINANCIAL INSTITUTION:<br>AND ADDRESS: | Nationwide Mutual Insurance Company<br>7 World Trade Center, 37th Floor<br>New York, NY 10007 |
| Account No.: | 7901088274 |

| COMM. DIST. | STREET NAME | R/W IN FEET | LENGTH IN FEET | WIDTH IN FEET | TYPE OF SURFACE | STATE REF. NO. |
|---|---|---|---|---|---|---|
| 1 | Union Grove Drive | 50 | 894 | 20 | P.M. | ---- |
| 1 | Green Ash Court | 50 | 1123 | 20 | P.M. | ---- |
| 1 | Hickory Creek Court | 50 | 657 | 20 | P.M. | ---- |
| 1 | White Sycamore Place | 50 | 627 | 20 | P.M. | ---- |

**NOTES:**

| | |
|---|---|
| NUMBER OF LOTS: | 99 |
| CURB & GUTTER: | 24" Rolled Back |
| TOTAL ACRES OF S/D: | 26.02AC |

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 80/2025

**SUBJECT:** Approve the purchase of twenty (20) Getac B360 laptops and related equipment for the Sheriff's Office to PCN Strategies, Inc. of Washington, DC, in the amount of $105,602.85.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** LJM

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the purchase for twenty (20) Getac B360 laptops and fifteen (15) Modem Antennas (20) docks (15) antennas for the Sheriff's Office to PCN Strategies, Inc. of Washington, DC, in the amount of $105,602.85.

**History:**
Hall County has been purchasing Getac laptops from PCN Strategies, Inc., for several years. PCN Strategices, Inc. is in good standing with the County.

**Facts and Issues:**
The Sheriff's Office is using a contract with OMNIA Partners. The contract number is 226017-01 for Mobile Computing Solutions with Getac, Inc.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 105,602.85 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Restricted Funds (SRO) and Capital Projects Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Submit | Approve | Purchasing | Budget |
|---|---|---|---|
| SC | SC | AP | JM |
| **Finance** | **Attorney** | **Administration** | **Clerk** |
| TS | WLI | CR | JR |

**Attachments:**

Financial Supplement
PSN Strategies, LLC Quote
Quote - GETAC Laptop Docks & Antenna's
OMNIA Partners Contract

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 80/2025

**Funds Requested:** $ 105,602.85

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Restricted Funds (SRO) and Capital Projects Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2025 | 203-RESTRICTED PROGRAMS FUND | 3390-SCHOOL RESOURCE OFFICERS | 542200-MOTOR VEHICLES | $62,140.00 |
| 2025 | 203-RESTRICTED PROGRAMS FUND | 3390-SCHOOL RESOURCE OFFICERS | 542200-MOTOR VEHICLES | $5,860.00 |
| 2025 | 350-CAPITAL PROJECTS FUND | 3310-SHERIFFâ€OPERATIONS | 542200-MOTOR VEHICLES | $7,602.85 |
| 2025 | 203-RESTRICTED PROGRAMS FUND | 3390-SCHOOL RESOURCE OFFICERS | 522205-VEHICLE MAINTENANCE | $30,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** JM

**Phone:** 678-618-1235

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

## Quotation (Open)

**Date**
Jan 30, 2025 07:58 AM EST

**Modified Date**
Jan 30, 2025 07:59 AM EST

**Quote #**
1020790 - rev 1 of 1

**Description**
(120) B360 w/ Havis Dock

**SalesRep**
Waters, Audrey
(P) 2027312721

**Customer Contact**
AP, AP
accountspayable@hallcounty.org

**Customer**
Hall County Sheriff (G-4694)
AP, AP
2859 Browns Bridge Road
Gainesville, GA 30504
United States
(P) (770) 531-6885

**Bill To**
PCN Strategies LLC
Fuchs, Tracy
444 Second St.
Excelsior, MN 55331
United States
(P) (952) 698-2217

**Ship To**
GA - Hall County Sheriff
PO, REF
1680 Barber Rd.
Gainesville, GA 30507
United States

| **Customer PO:** | **Terms:** Undefined | **Ship Via:** FedEx Ground |
|---|---|---|
| **Special Instructions:** | | **Carrier Account #:** |

| # | Description | Part # | Qty | Unit Price | Total |
|---|---|---|---|---|---|
| | **Getac B360 w/ Antennas** | | | | |
| 1 | B360G2:<br>Note: i5-1240P<br>WinHello, Win11<br>16GB, 256GB PCIe SSD<br>SR FHD 1400 nits+TS+stylus<br>US KBD+US Power cord<br>Backlit KBD<br>Wifi+BT, RS232+VGA<br>3 Year B2B Warranty | BS3764BABDGX | 20 | $2,959.67 | $59,193.40 |
| 2 | 6IN1 SHARKFIN ANTENNA 2XLTE GNSS 3XWIFI 2.4 5G BOLT MNT 4M BLK | 6001197 | 15 | $196.44 | $2,946.60 |

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

**Subtotal:** **$62,140.00**
**Total:** **$62,140.00**

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

## Quotation (Open)

**Date**
Jan 30, 2025 07:50 AM EST

**Modified Date**
Jan 30, 2025 11:41 AM EST

**Quote #**
1020789 - rev 1 of 1

**Description**
(20) Docks (15) MG90 w/ 1 year support

**SalesRep**
Waters, Audrey
(P) 2027312721

**Customer Contact**
AP, AP
accountspayable@hallcounty.org

**Customer**
Hall County Sheriff (G-4694)
AP, AP
2859 Browns Bridge Road
Gainesville, GA 30504
United States
(P) (770) 531-6885

**Bill To**
PCN Strategies LLC
Fuchs, Tracy
444 Second St.
Excelsior, MN 55331
United States
(P) (952) 698-2217

**Ship To**
GA - Hall County Sheriff
PO, REF
1680 Barber Rd.
Gainesville, GA 30507
United States

| **Customer PO:** | **Terms:** Undefined | **Ship Via:** FedEx Ground |
|---|---|---|
| **Special Instructions:** | | **Carrier Account #:** |

| # | Description | Part # | Qty | Unit Price | Total |
|---|---|---|---|---|---|
| | **Getac Havis docks and MG90 routers** | | | | |
| 1 | GETAC : B360 - Havis, PKG-DS-GTC-1202, Vehicle Dock, with Bracket (Include 120W vehicle adapter) | 543390100001 | 20 | $804.97 | $16,099.40 |
| 2 | Sierra Wireless AirLink MG90 G5<br>Wireless router - WWAN 5-port switch - 1GbE, digital input/output, analog input - Wi-Fi 5 - Bluetooth - Dual Band | 1104708 | 15 | $1,637.00 | $24,555.00 |
| 3 | 1YR AIRLINK SUPP - AMM HOSTED MG DEV W/ AMM CLOUD DEV MGMT + TS | 9010184 | 15 | $187.23 | $2,808.45 |

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

**Subtotal:** **$43,462.85**
**Total:** **$43,462.85**

City of Tucson

**Contract # 226017-01**

*for*

Mobile Computing Solutions

*with*

**Getac, Inc.**

Effective: April 14, 2023

The following documents comprise the executed contract between the City of Tucson, and Getac effective April 14, 2023:

I. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)
II. City's Intent to Negotiate/BAFO Request
III. Supplier's Response to the RFP
IV. RFP 226017
V. OMNIA Partners

CITY OF TUCSON

# Contract No. 226017 - 01

Mobile Computing Solutions

**Vendor:** Getac, Inc.

## Table of Contents


1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)
2. City's Intent to Negotiate/BAFO Request
3. Vendor's Response to RFP 226017
4. RFP 226017

CITY OF TUCSON

# 1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)

| Group 1: Ruggedized Laptop Product Line | | | | | | |
|---|---|---|---|---|---|---|
| **ITEM NO.** | **PRODUCT CATEGORIES** | **PROPOSED MANUFACTURER** | **PROPOSED MODEL #** | **UNIT PRICE** | **PERCENT DISCOUNT OFF SRP** | **EXTENDED PRICING** |
| 1.a. | Ultra-Rugged | Getac | X500/X600 | | 20.0% | 0 |
| 1.b. | Accessories | Getac | | | 10.0% | 0 |
| | | | | | | |
| 1.c. | Fully-Rugged | Getac | B360/V110 | | 20.0% | 0 |
| 1.d. | Accessories | Getac | | | 10.0% | 0 |
| | | | | | | |
| 1.e. | Semi or Business-Rugged | Getac | S410 | | 15.0% | 0 |
| 1.f. | Accessories | Getac | | | 10.0% | 0 |

| Group 2: Ruggedized Tablet Product Line | | | | | | |
|---|---|---|---|---|---|---|
| **ITEM NO.** | **PRODUCT CATEGORIES** | **PROPOSED MANUFACTURER** | **PROPOSED MODEL #** | **UNIT PRICE** | **PERCENT DISCOUNT OFF SRP** | **EXTENDED PRICING** |
| 2.a. | Ultra-Rugged | N/A | N/A | N/A | N/A | #VALUE! |
| 2.b. | Accessories | N/A | N/A | N/A | N/A | #VALUE! |
| | | | | | | |
| 2.c.1 | Fully-Rugged | Getac | A140 | | 15.0% | |
| 2.c.2 | Fully-Rugged | Getac | F110 | | 15.0% | 0 |
| 2.c.3 | Fully-Rugged | Getac | K120 | | 15.0% | 0 |
| 2.c.4 | Fully-Rugged | Getac | UX10 | | 15.0% | 0 |
| 2.c.5 | Fully-Rugged | Getac | T800 | | 15.0% | |
| 2.c.6 | Fully-Rugged | Getac | ZX10 | | 15.0% | 0 |
| 2.c.7 | Fully-Rugged | Getac | ZX70 | | 15.0% | 0 |
| 2.d. | Accessories | Getac | | | 10.0% | 0 |
| | | | | | | |
| 2.e. | Semi or Business-Rugged | N/A | | | | 0 |
| 2.f. | Accessories | N/A | | | | 0 |

| Group 3: Laptop and Tablet Accessories | |
|---|---|
| **PROPOSED MANUFACTURER** | **PERCENT DISCOUNT OFF SRP** |
| **Getac - Warranty** | 10.0% |
| **Getac - Carry Tools** | 10.0% |
| **Getac - Keyboards** | 10.0% |
| **Getac - Power** | 10.0% |
| **Getac - Freight** | 5.0% |
| *(add additional lines as necessary)* | |

| Group 4: Ancillary Products | |
|---|---|
| **PROPOSED MANUFACTURER** | **PERCENT DISCOUNT OFF SRP** |
| **Gamber-Johnson** | 10.0% |
| **Havis** | 10.0% |
| **Lind** | 10.0% |
| **Brother** | 10.0% |
| | |
| | |
| | |
| | |
| *(add additional lines as necessary)* | |

| Group 5: Other Technology Products | |
|---|---|
| **PROPOSED MANUFACTURER** | **PERCENT DISCOUNT OFF SRP** |
| **Getac Video Solutions** | 10.0% |
| **Keywedge BCR Utility SW** | $199 per unit for 3 Years |
| **Keep Your HD Retention** | $99 per unit for 3 years |
| | |
| | |
| | |
| | |
| | |
| | |
| *(add additional lines as necessary)* | |

| Group 6: Services | |
|---|---|
| **PROPOSED SERVICE OFFERING** | **PRICE** |
| **Disk Image Validation** | $2,000 |
| **Disk Image Consulting** | $2,200 per Day |
| **Mobile Device Management - Cloud** | $53 per unit for 1 Year |
| | |
| | |
| | |
| | |
| | |

| | |
|---|---|
| *(add additional lines as necessary)* | |

## Fw: [External]Re: RFP 226017 - Term regarding A.R.S. §35-394

Casey Adams <Casey.Adams@tucsonaz.gov>
Thu 4/13/2023 10:36 AM
To: Casey Adams <Casey.Adams@tucsonaz.gov>

**Casey Adams, CPPB**
Senior Contract Officer
City of Tucson
Business Services | Procurement
(520) 837-4128
**www.tucsonprocurement.com**

---

**From:** tammy.tubbs (Tammy Tubbs - GUSA) <tammy.tubbs@getac.com>
**Sent:** Thursday, March 30, 2023 8:08 AM
**To:** Casey Adams <Casey.Adams@tucsonaz.gov>
**Cc:** mark.hovey (Mark Hovey - GUSA) <mark.hovey@getac.com>
**Subject:** RE: [External]Re: RFP 226017 - Term regarding A.R.S. §35-394

Good morning Casey
We have confirmed with our Legal team that we can agree to the additional terms. We look forward to moving forward with OMNIA!

---

Tammy Tubbs
**Capture Manager**
p: 949-681-2926 m: 949-217-8939
a: 15495 Sand Canyon Ave., Suite 350, Irvine, CA 92618
s: us.getac.com e: tammy.tubbs@getac.com

---

**From:** Casey Adams <Casey.Adams@tucsonaz.gov>
**Sent:** Wednesday, March 29, 2023 12:51 PM
**To:** tammy.tubbs (Tammy Tubbs - GUSA) <tammy.tubbs@getac.com>; mark.hovey (Mark Hovey - GUSA) <mark.hovey@getac.com>
**Subject:** [External]Re: RFP 226017 - Term regarding A.R.S. §35-394

**Casey Adams, CPPB**
Senior Contract Officer
City of Tucson
Business Services | Procurement
(520) 837-4128
**www.tucsonprocurement.com**

---

**From:** Casey Adams
**Sent:** Wednesday, March 29, 2023 12:07 PM
**To:** tammy.tubbs (Tammy Tubbs - GUSA) <tammy.tubbs@getac.com>; mark.hovey (Mark Hovey - GUSA) <mark.hovey@getac.com>
**Subject:** RFP 226017 - Term regarding A.R.S. §35-394

Hi Tammy and Mark,

The State of Arizona has passed a new statutory requirement that contracts signed on or after September 24th should include the below referenced term. Please confirm Getac's understanding that the following term will be incorporated into contract 226017.

"WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied."

Here is a link to ARS §35-394: https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/35/00394.htm

Thank you,

**Casey Adams, CPPB**
Senior Contract Officer
City of Tucson
Business Services | Procurement
(520) 837-4128
**www.tucsonprocurement.com**

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CITY OF TUCSON

# 2. City's Intent to Negotiate/BAFO Request

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT

January 4, 2023

Tammy Tubbs
Getac, Inc.
15495 Sand Canyon Drive Suite 350
Irvine, CA 92618
Tammy.tubbs@getac.com

***Sent via electronic mail, this day***

**Subject: Request for Proposal No. 226017 – Mobile Computing Solutions**
**Intent to Negotiate**

Dear Tammy:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. **Best and Final Pricing:** The City requests a best and final price offer.
2. **Exceptions:** The City acknowledges that no exceptions have been taken to City contract language. However, communication with OMNIA is required in order to resolve exceptions to their attachments.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response to my attention via e-mail to casey.adams@tucsonaz.gov on or before Thursday, January 12, 2023 at 2:00 PM. Please contact me via e-mail or at (520) 837-4128 with questions regarding the items above.

Sincerely,

Casey Adams
Senior Contract Officer

CITY OF TUCSON

# 3. Vendor's Response to RFP 226017

Getac, Inc.
15495 Sand Canyon Ave, Suite 350
Irvine, CA 92618 www.getac.com

June 30, 2022

BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION RESPONSIBLE CONTRACT OFFICER: Casey Adams
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 PH: (520) 837-4128

Dear Sir or Madam

Getac is pleased to submit our proposal response to the CITY OF TUCSON, REQUEST FOR PROPOSAL #226017 MOBILE COMPUTING SOLUTIONS.

For over 30 years, Getac has worked cooperatively with contract administrators, resellers and end users to identify, consult, develop and deploy rugged computing solutions across a wide range of sectors, such as military and defense, law enforcement and public sector, utility, telecom, education and transportation.

Getac is tremendously proud of the impacts we have made in helping leverage technology to support the changing role of mobile data terminals in the public sector across the United States. Our goal is to utilize the OMNIA contract to provide rugged solutions to the communities we live in.

By execution of this letter, we officially submit this proposal showing our pledge in support of this valuable effort. Getac looks forward to the outcome of your evaluation and should there be any questions, please feel free to contact Mrs. Tammy Tubbs, Getac Capture Manager at (949) 217-8939 or tammy.tubbs@getac.com. On behalf of Getac, thank you for giving us the opportunity to respond to this Request for Proposal (RFP) and we look forward to a mutually rewarding partnership.

Sincerely,

Michael McMahon
President, Getac North America

## A. NOTICE

A.1 Getac Inc. (Original Equipment Manufacturer, OEM)
Response to Request for Proposal No. 226017
Title: Getac Response to Mobile Computing Solutions RFP
Submittal Date: 30 Jun 2022
Questions shall be directed to Tammy Tubbs, tammy.tubs@getac.com, (949) 217-8939

## B. INTRODUCTION

B.1. Summary
B.2. Background
B.3. Contact Information

## C. SCOPE OF WORK

C.1 General Requirements

A. Qualified Vendors
B. Ordering
C. Delivery Requirement
D. Usage Report
E. Warehousing, Distribution & Sales Facilities
F. Warranty

*Getac acknowledges and accepts the terms associated with Section C.1 General Requirements.*

C.2. Product Requirements

A. RUGGED DEFINTIONS:
B. PRODUCT CATEGORIES: A complete and comprehensive line of technical product and service solutions including, but not limited to, the following:

1. Ruggedized Laptops
2. Ruggedized Tablets
3. Accessories
4. Ancillary Products

C. CURRENT PRODUCTS:
D. DEFECTIVE PRODUCT:
E. PRODUCT/RECALL NOTICES:
F. PRICING
G. SALES PROMOTIONS
H. PRODUCT DEMONSTRATIONS*:* The City will conduct product demonstrations with those Offerors who proceed to this phase of the evaluation process. The Offerors proposed products may be tested during a minimum 30-day window. The test time will start upon completion of vehicle installation, if applicable. Offerors shall provide a specified quantity (to be determined later) of each proposed product for testing in the Tucson work environment. Demo products will be installed in law enforcement automobiles and motorcycles, in Fire and EMT vehicles, and field crew vehicles. The tests will document the performance of the proposed products in the actual work environments of staff, which includes inclement weather where extreme temperature changes exist. Temperatures inside vehicles can reach over 150 degrees, outdoor temperatures can reach 115 degrees and be very wet and humid due to the monsoon season. Staff shall document the functionality of the products and any issues that are experienced. Proposed products, including installation and removal, must be provided to City at no cost.

*Getac acknowledges and accepts the terms associated with Section C.2 General Requirements.*

C.3. EQUIPMENT CURRENTLY IN USE BY THE CITY OF TUCSON

*Getac has reviewed and acknowledges the type of rugged equipment currently in use by the city of Tucson.*

C.4. SERVICE REQUIREMENTS

A. SERVICE CATEGORIES: Offerors shall provide as many of the following associated services that are available through its distribution and sales network:

1. Financing or Leasing
    a. Capital
    b. Operating
    c. Other

2. Consulting
    a. Public safety equipment needs assessment and recommendation for upcoming use case
    b. Grant assessment and writing
    c. Other

3. Repairs
    a. Onsite
    b. Repair Facility
    c. Other

4. Installation
    a. Provide installation services.

5. Protection Plus
    a. List products.
    b. Provide details.

6. Extended Warranties
    a. List products.
    b. Provide details.

7. Training and Education
    a. Onsite
    b. Online
    c. Offsite

8. Customer Support Services: The policies and procedures for:
    a. Replacements
    b. Returns
    c. Restocking charges
    d. After hours service
    e. After sales support
    f. Out of stock

g. Order tracing
h. Technical feedback
i. Quality assurance for orders
j. Drop shipments
k. Online support
    i. Customer
    ii. Technical
l. Phone support
    i. Customer
    ii. Technical
m. Location, hours and staff quantity of call centers
n. other

9. Implementation

10. Misplaces or Stolen device location

11. Other Applicable Services. Value-add services not included in above categories.

*Getac acknowledges and accepts the terms associated with Section C.4 General Requirements.*

**D. INSTRCUCTIONS TO OFFERORS**

D.1. DEFINITIONS
D.2. PRESUBMITAL MEETING
D.3. INQIRIES
D.4. ADDENDUM OF SOLICITATION
D.5. UNDERSTANDING SCOPE OF WORK
D.6. PREPARATION OF SUBMITTAL
D.7. PAYMENT DISCOUNTS
D.8. TAXES
D.9. PROPOSAL/SUBMITTAL FORMAT
D.10. EXCEPTIONS TO CONTRACT PROVISIONS
D.11. PUBLIC RECORD
D.12. CONFIDENTIAL INFORMATION
D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST
D.14. WHEN AND HOW TO SUBMIT PROPOSAL
D.15. OFFER AND ACCEPTANCE PERIOD
D.16. WITHDRAWAL OF SUBMITTAL; BINDING OFFER
D.17. DISCUSSIONS/CLARIFICATIONS
D.18. TAX OFFSET POLICY
D.19. CONTRACT NEGOTIATIONS
D.20. VENDOR REGISTRATION; BUSINESS LICENSE
D.21. UPON NOTICE OF INTENT TO AWARD
D.22. AWARD OF CONTRACT
D.23. PROPOSAL RESULTS
D.24. PROTESTS

*Getac acknowledges and accepts the terms associated with Section D, INSTRUCTIONS TO OFFERORS. General Requirements.*

***E. PROPOSAL EVALUATION REQUIREMENTS***

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)
E.2. SHORTLIST
E.3. INTERVIEWS
E.4. ADDITIONAL INVESTIGATIONS
E.5. OTHER INFORMATION
E.6. PRICE PROPOSAL
E.7. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT SUBMITTALS
E.8. CONTRACT NEGOTIATIONS
E.9. AWARD OF CONTRACT
E.10. MULTIPLE AWARDS
E.11. SUBMITTAL RESULTS
E.12. PROTESTS

*Getac acknowledges and accepts the terms associated with Section E, PROPOSAL EVLUATIONS REQUIREMETS.*

**F. SPECIAL TERMS AND CONDITIONS**

F.1. COOPERATIVE PURCHASING
F.2. FOB DESTINATION FREIGHT PREPAID
F.3. PRICE ADJUSTMENT
F.4. TERM AND RENEWAL

*Getac acknowledges and accepts the terms associated with Section F, SPECIAL TERMS AND CONDITIONS.*

**G. INSURANCE REQUIREMENTS**

G.1. Required Insurance Policies
G.2. Commercial General Liability
G.3. Commercial Automobile Liability
G.4. Worker's Compensation.
G.5. Professional Liability - Technology Errors & Omissions
G.6. Claims Made Insurance Coverage
G.7. Additional Insurance Requirements
G.8. Policy Change Notice.
G.9. Additional Insured
G.10. Acceptability of Insurers
G.11. Verification of Coverage
G.12. Subcontractors
G.13. Exceptions

*Getac acknowledges and accepts the terms associated with Section G, INSURANCE REQUIREMENTS.*

**H. STANDARD TERMS AND CONDITIONS**

*Getac acknowledges and accepts the terms associated with Section H, STANDARD TERMS AND CONDITIONS.*

## I. EVALUATION PHASE

### 1.A. Method of Approach – National Program

1. Include a detailed response to Attachment 1, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

*Getac Response: See Exhibit A*

2. The successful offeror will be required to sign Attachment 1, Exhibit B, OMNIA Partners Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

*Getac Response: See Exhibit B*

2.A. Method of Approach – General Requirements

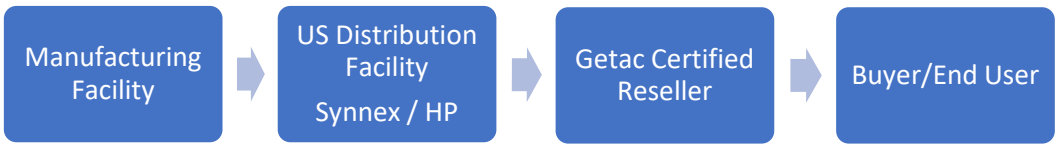
A. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.
*Getac Response: As the 2nd largest manufacturer of rugged devices in the world, with three manufacturing facilities and a North American Sales Team (GUSA), Getac Inc. is prepared to meet all the General Requirements of this solicitation for the City of Tucson and the national program. Getac currently participates in other national cooperative purchasing agreements at the city/county/state/national level.*

B. Describe your delivery commitment. If manufacturer is responding, describe how reseller will meet the delivery commitment:
1. What is your fill rate guarantee? *With proper planning and communication, Getac can fill up to 6,000 devices per month, per customer under this solicitation.*
2. What are your delivery days? *Even with the desperate supply chain interruptions currently associated with information technology equipment, Getac is proud to maintain an average 45 day delivery window from receipt of valid purchase order to delivery.*
3. Do you offer next day delivery? *No. All Getac rugged devices are built to order to the desired end user specifications and require 30-60 days for manufacturing, testing, and shipping. In some instances, our distribution partners, SYNNEX may maintain a specific amount of stock rugged devices that are offered at a generous discount and may be offered to our customers. Additional details and availability of this program are available through the Regional Sales Manager assigned to the customer.*
4. How do you facilitate emergency orders? *All Getac rugged devices are built to order to the desired end user specifications and require 30-60 days for manufacturing, testing, and shipping. In some instances, our distribution partners, SYNNEX may maintain a specific amount of stock rugged devices that are offered at a generous discount and may be offered to our customers. Additional details and availability of this program are available through the Regional Sales Manager assigned to the customer.*

5. Are shipping charges exempt for ALL who use this contract? Yes. Shipping is included in the price of the device. If additional services are purchased that required a third-party US-based supplier, additional shipping may be included from the third-party vendor. Generally an order is shipped directly to the purchaser from our manufacturing facility.

6. Describe how problems - such as a customer ordering a wrong product; a customer receiving a defective product; etc. is resolved. As the OEM, all Getac rugged products are tested and verified to meet the specifications provided by the purchasing organization prior to their shipment from the manufacturing facility. In the highly unlikely event that a device arrives "Dead on Arrival" (DOA) to the customer, a replacement will be shipped to the customer at no additional cost.

7. Describe how products will be distributed to the City of Tucson and nationwide. Provide the number, size and location of distribution facilities, warehouses and retail network as applicable.



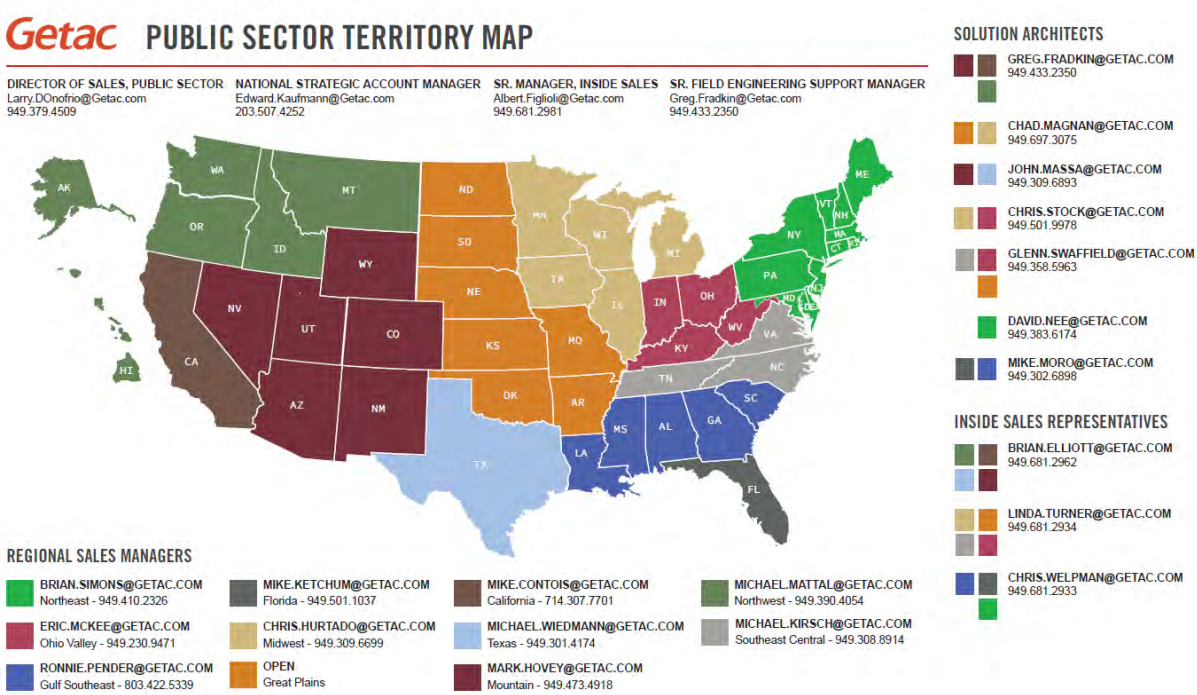

All Getac hardware is manufactured either by the factory in Kunshan, Jiangsu Province, PR China and by plant 3 in Guishan District, Taoyuan City, Taiwan. All Getac manufacturing locations maintain current ISO-14001 certification. Getac has obtained ISO 9001, ISO14001, OHSAS 18001, and other quality system certifications, and obtained the IECQ/QC080000 Hazardous Substance Management System Quality Certification at the Kunshan production base in China and is committed to environmental protection.

U.S.-based SYNNEX Corporation distributes more than 30,000 technology products from more than 500 of the world's leading and emerging manufacturers, and provide complete solutions to more than 20,000 resellers and retail customers in the U.S., Canada, and Japan. As the distributor, they may also provide financial and storage services to our Getac Certified Resellers.

Getac currently employs over 90 North American-based employees to support Sales, Service, Financing/Billing, Product Solutions and Organizational Development for our non-federal governmental customers. Getac also relies on our 3rd Party Providers, FedEx TechConnect, Paragon Bay, and On-Shore telephone support team for additional customer service and maintenance of Getac devices and related equipment. Getac also works with over 500 reseller agents supporting the participating states.

C. Describe your ordering capacity (telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate products, etc. If a manufacturer is responding, describe how the City and other agencies wishing to purchase from the contract will make a purchase. For example, are orders placed directly with the manufacturer or with resellers? If resellers, indicate the authorized resellers for any subsequent contract.

Due to the customized nature of a rugged product order, Getac relies on our Getac Regional Sales Managers in collaboration with a certified reseller to support the purchasing on this contract. Interested buyers may contact the Getac Sales Manager designated below or the Certified Reseller partner.

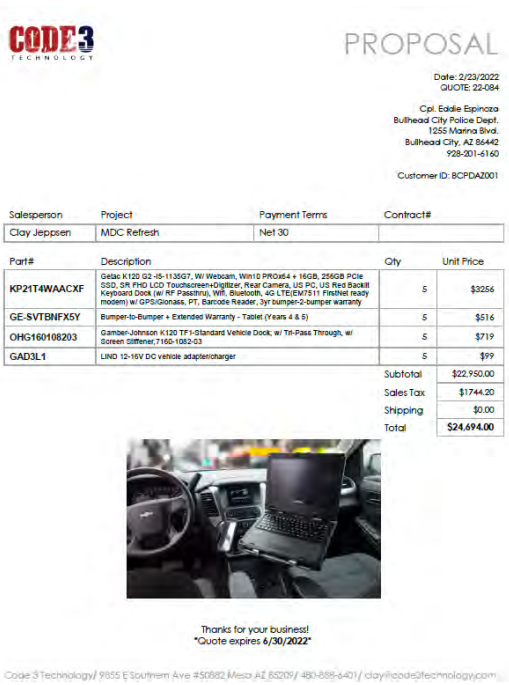



Below are a sample of current certified Getac resellers that may participate on this contract. We reserve the right to add or delete resellers to satisfy the requirements of a specific buyer.

| Reseller | Location | Reseller | Location |
|---|---|---|---|
| Brite | Rochester, NY | *Mobile Rugged Computers | Mesa, AZ |
| Datasource Mobility | Clarksville, TN | Ramco Rugged | Los Angeles, CA |
| PCN Strategies | Washington D.C. | RCN | Knoxville, TN |
| *DuraTech USA | Sacramento, CA | Midwest Public Safety | Midwest |
| *SHI | North America | *USC Canterbury | Marlboro, MD |
| *GST | Los Angeles, CA | *Preferred Communications | Eastern United States |
| NWN | Boston, MA | Compar | Minnetonka, MN |
| Barcodes | Chicago, IL | Code 3 | Mesa, AZ |
| Island Tech Services | Ronkonkoma, NY | Insight | North America |
| Cas Severn | Laurel, MD | Howard | North America |
| Glacier Computing | Milford, CT | CDW | North America |

D. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

*Getac Response:* Invoicing will be directed by each certified reseller so process may differ. See attached sample invoices from our current resellers.



CODE3 TECHNOLOGY

PROPOSAL

Date: 2/23/2022
QUOTE: 22-084

Cpl. Eddie Espinoza
Bullhead City Police Dept.
1255 Marina Blvd.
Bullhead City, AZ 86442
928-201-5160

Customer ID: BCPDAZ001

| Salesperson | Project | Payment Terms | Contract# |
|---|---|---|---|
| Clay Jeppsen | MDC Refresh | Net 30 | |

| Part# | Description | Qty | Unit Price |
|---|---|---|---|
| KP21T4WAACXF | Getac K120 G2 -i5-1135G7, W/ Webcam, Win10 PROx64 + 16GB, 256GB PCIe SSD, SR FHD LCD Touchscreen+Digitizer, Rear Camera, US PC, US Red Backlit Keyboard Dock (w/ RF Passthru, Wifi, Bluetooth, 4G LTE(EM7511 Fin/Net ready modem) w/ GPS/Glonass, PT, Barcode Reader, 3yr bumper-2-bumper warranty | 5 | $3256 |
| GE-SVTBNFX5Y | Bumper-to-Bumper + Extended Warranty - Tablet (Years 4 & 5) | 5 | $516 |
| OHG160108203 | Gamber-Johnson K120 TF1-Standard Vehicle Dock, w/ Tri-Pass Through, w/ Screen Stiffener,7160-1052-03 | 5 | $719 |
| GAD3L1 | LIND 12-16V DC vehicle adapter/charger | 5 | $99 |
| | | Subtotal | $22,950.00 |
| | | Sales Tax | $1744.20 |
| | | Shipping | $0.00 |
| | | Total | $24,694.00 |

Thanks for your business!
"Quote expires 6/30/2022"

Code 3 Technology/ 9855 E Southern Ave #50882 Mesa AZ 85209/ 480-888-6401/ clay@code3technology.com

BUY PCN

PCN Strategies, Inc.
1612 K Street NW Suite 802
Washington, District of Columbia 20006
United States

Invoice (Paid)
Invoice # : 14117 Modified Date: Dec 20, 2019 03:26 PM EST
Due Date: 11/15/2019
Description: 5 X S410,dock, Printer, Cables

Customer Contact
AP, AP
accounts.payable@cobbcounty.org
(P) 770-528-8418

Customer
Cobb County Sheriff
Office (CC0457)
AP, AP
185 Roswell St.
United States
Marietta, GA 30060
United States
(P) 7708599555

Bill To
Cobb County Finance Dept. Acct. Payable Division
Williford, Pam
100 Cherokee Street
Suite 410
Marietta, GA 30090-9610
United States
(P) 7705288418
accounts.payable@cobbcounty.org

Ship To
ISA Information Services
Fearrington, Michelle
100 Cherokee Street
Suite 520
Marietta, GA 30090
United States
(P) 7705288700
michelle.fearrington@cobbcounty.org

| Customer PO: | Terms: | Ship Via: |
|---|---|---|
| 0000000032586 | Net 30 Days<br>Due Date:<br>11/15/2019 | FedEx Ground |
| Special Instructions: Reference NCPA Contract Number:01-65 Lead Agency: Region 14 ESC Contract Term:4 year term, August 1, 2016 to August 31, 2020. | | Carrier Account #: |

| # | Description | Part # | Qty | Unit Price | Total |
|---|---|---|---|---|---|
| 1 | Getac S410 Gen 2<br>2014 Dodge Charger, 2011 Ford C/V, 2017 Chevy Tahoe, 2006 Ford Explorer, 2016 Chevy Tahoe | SH2DT8DATFSX | 5 | $2,669.00 | $13,345.00 |

| Status | Serial # | Shipped On | Shipped Via | Tracking # |
|---|---|---|---|---|
| Shipped (5) | RK903S3204<br>RK903S3206<br>RK903S3207<br>RK903S3208<br>RK903S3261 | | UPS Ground | 1ZV5Y5710497802798 |

| # | Description | Part # | Qty | Unit Price | Total |
|---|---|---|---|---|---|
| 2 | Bumper to Bumper - Semi-Rug Laptop (Year 1,2 & 3) | GE-SVSRNFW3Y | 5 | $309.87 | $1,549.35 |

| Status | Serial # | Shipped On | Shipped Via | Tracking # |
|---|---|---|---|---|
| Submitted (5) | | | FedEx Ground | |

Reference NCPA Contract Number:01-65 Lead Agency: Region 14 ESC Contract Term:4 year term, August 1, 2016 to August 31, 2020.

Tax (.0000%): $0.00
Shipping: $0.00
Total: $14,894.35

E. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?

As the OEM, Getac has developed a highly effective ”MPS” system that identifies pending orders to aid in factory workload stabilization and order are delivered in the order they are received at the factories.

All GETAC products start the manufacturing process in its state-of-the-art ISO9001:2000 factory that is capable of very high production rates. Significant features of the production facilityinclude:

- Certified to ISO 9001, ISO 9002, ISO 14000, RoHS
- Approx. 1.1 M sq ft factory facility, including 380 K sq ft automated warehouse
- Approx. 6200 production & quality line employees
- Approx. 25 SMT production lines
- Approx. 20 system production lines, 10 each for rugged and commercial products
- System Production rate maximum capacity of 330K rugged products per month

F. State any return and restocking policy, and any fees, if applicable associated with returns.
Due to the customize nature of the rugged devices offered under this RFP, each product is made to order to purchasers’ desired specifications and is not available for refunds.

G. Submit additional information that will aid the city in evaluating your proposal.
*Getac Response:* See Exhibit A for additional information

**3.A. Method of Approach – Product Requirements**

A. Provide a detailed written response to each requirement describing how the products offered will meet the Product Requirements of this solicitation for the City of Tucson and the national program. Offerors shall identify and describe their categories. If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the

products available from the manufacturer and products available from reseller. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of product categories offered
2. Identification and description of subcategories
3. Identification and description of manufacturers within each subcategory.

| ITEM NO. | PRODUCT CATEGORIES | PROPOSED MANUFACTURER | PROPOSED MODEL # |
|---|---|---|---|
| 1.a.1 | Ultra-Rugged | Getac | X600 Basic. SKU# XR1166CABDCA. X600 (**) - Intel Core i5-11500H vPro Processor, w/ Webcam, Microsoft Windows 11 Pro x64 with 16GB RAM, User-swappable storage: 512GB PCIe SSD (main), Sunlight Readable (Full HD LCD 1000nits), US KBD+US Power cord, Membrane Backlit KBD, WIFI+ BT, RS232 x 1 + RJ45 x 2 + VGA + Thunderbolt 4 x 1, Battery (75Wh) x 2, 3 Year Bumper to Bumper Warranty |
| 1.a.2 | Ultra-Rugged | Getac | X600 Premium. SKU# XR1166FABDCAX600X600 (**) - i5-11500H, w/ Webcam, Win11 x64+16GB, User-swappable storage: 512GB PCIe SSD (main), SR (FHD LCD 1000nits +TS+Hard tip stylus), US KBD+US Power cord, Membrane Backlit KBD, WIFI+ BT, RS232 x 1 + RJ45 x 2 + VGA + Thunderbolt 4 x 1, Battery (75Wh) x 2 |
| 1.a.3 | Ultra-Rugged | Getac | X600 Ultimate. SKU# XR1K66LUBDCA - i5-11500H, w/o Webcam + Express card reader, Win11 x64+16GB, User-swappable storage: 512GB PCIe SSD (main), SR(Full HD LCD 1000nits)+SD Card Reader, CANADA KBD (CF, Canadian French) + US Power cord, Membrane Backlit KBD, WIFI+ BT, RS232 x 1 + RJ45 x 2 + VGA + Thunderbolt 4 x 1, Battery (75Wh) x 2 |
| 1.a.4 | Ultra-Rugged | Getac | X600 Pro Basic. SKU# XR1P66MABDKCX600 ProX600 Pro (**) - i5-11500H, w/ Webcam+Express card reader+PCMCIA card reader, Win11 x64+16GB, User-swappable storage: 512GB PCIe SSD (main), SR (FHD LCD 1000nits +TS+stylus+SD Card Reader, US KBD+US Power cord, Membrane Backlit KBD WIFI+ BT, RS232 x 2 + RJ45 x 2 + VGA + Thunderbolt 4, Battery(75Wh)x2+X600Pro Med. bay battery(46Wh)+DVD |
| 1.a.5 | Ultra-Rugged | Getac | X600 Pro Premium. SKU# XR1P66MABDMC. i5-11500H, w/ Webcam+Express card reader+PCMCIA card reader, Win11 x64+16GB, User-swappable storage: 512GB PCIe SSD (main), SR (FHD LCD 1000nits +TS+stylus+SD Card Reader, US KBD+US Power cord, Membrane Backlit KBD, WIFI+ BT, RS232 x 3 + RJ45 x 2 + Thunderbolt 4, Battery(75Wh)x2+X600Pro Med. bay battery(46Wh)+DVD |
| 1.a.6 | Ultra-Rugged | Getac | X600 Pro Ultimate. SKU# XR1P66MABCMC - i5-11500H, w/ Webcam+Express card reader+PCMCIA card reader, Win11 x64+16GB, User-swappable storage: 512GB PCIe SSD (main), SR (FHD LCD 1000nits +TS+stylus+SD Card Reader, US KBD+US Power cord, Membrane Backlit KBD, WIFI+BT+4G LTE(EM7511) w/integrated GPS/Glonass+PT, RS232 x 3 + RJ45 x 2 + Thunderbolt 4, Battery(75Wh)x2+X600Pro Med. bay battery(46Wh)+DVD |
| 1.a.6.1. | Accessories | Getac | X600 Bumper to Bumper Warranty Year 4 & 5 |

| | | | |
|---|---|---|---|
| 1.a.7 | Ultra-Rugged | Getac | X500 Basic. SKU# XQ1ST5CATDXV i5-7440EQ vPro, 15.6"+DVD, Win10 x64+16GB, 500GB HDD(main, swappable), Sunlight Readable LCD, US KBD+US Power cord, Membrane Backlit Keyboard V2.0, Wifi+BT, TPM2.0 + No Internal Mic |
| 1.a.8 | Ultra-Rugged | Getac | X500 Premium. SKU# XQ1TT5CATK8V. i5-7440EQ vPro, 15.6"+2nd Battery, Win10 x64+16GB, 500GB HDD(main, swappable), Sunlight Readable LCD, US KBD+US Power cord, Membrane Backlit Keyboard V2.0, Wifi+BT+ Passthrough, PCMCIA+Webcam, TPM2.0 + No Internal Mic |
| 1.a.9 | Ultra-Rugged | Getac | X500 Ultimate. SKU# XQ1TT5IATD8V. i5-7440EQ vPro, 15.6"+2nd Battery, Win10 x64+16GB, 500GB HDD(main, swappable), Sunlight Readable LCD + Single TS, US KBD+US Power cord, Membrane Backlit Keyboard V2.0, Wifi+BT, PCMCIA+Webcam, TPM2.0 + No Internal Mic |
| 1.a.10 | Ultra-Rugged | Getac | X500 Pro Basic. SKU# XQ3VA6WATXNL. Intel Xeon Quad Core E3-1505M v6 vPro Processor, 15.6" with Removable 2nd Storage for Media Bay + Main Battery, Microsoft Windows Server 2019 with 32GB RAM, 500GB HDD (main, user swappable)+500GB HDD (second, user swappable), Sunlight Readable LCD + Discrete VGA GTX-1050, US KBD+US Power cord, Membrane Backlit Keyboard V2.0, Without Wifi, Without Bluetooth, PCMCIA, TPM2.0, 5 Year B2B Warranty |
| 1.a.11 | Ultra-Rugged | Getac | X500 Pro Premium. SKU# XQ3TA5WATXN1. Intel Xeon Quad Core E3-1505M v6 vPro Processor, 15.6" with Removable 2nd Battery Pack for Media Bay + Main Battery, Microsoft Windows Server 2019 with 32GB RAM, 500GB HDD (main, user swappable), Sunlight Readable LCD + Discrete VGA GTX-1050, US KBD+US Power cord, Membrane Backlit Keyboard V2.0, Without Wifi, Without Bluetooth, PCMCIA, TPM 2.0 + Server Expansion Units (default 3 x 1TB HDD) (user swappable), 5 Year B2B Warranty |
| 1.b. | Accessories | Getac | X500 Extended Warranty - Year 6 |
| | | | |
| 1.c.1. | Fully-Rugged | Getac | B360 Basic. i5-10210U, With Webcam, Win10 x64+8GB, 256GB PCIe SSD (main storage, user swappable), Sunlight Readable FHD 1400 nits+TS+Hard tip stylus, US KBD + US Power cord, Membrane Backlit KBD, Wifi + BT, RS232 + VGABasic -SKU# BM21Z4BABDGX. |
| 1.c.2. | Fully-Rugged | Getac | B360 Premium. i5-10210U, With Windows Hello Webcam, Win10 x64+8GB, 256GB PCIe SSD (main storage, user swappable), Sunlight Readable FHD 1400 nits+TS+Hard tip stylus, US KBD + US Power cord, Membrane Backlit KBD, Wifi + BT + 4G LTE w/ integrated GPS/Glonass + Passthrough, RS232 + USB 3.2 Gen 2 Type-C - SKU# BM27Z4BAB8FX |
| 1.c.3. | Fully-Rugged | Getac | B360 Ultimate. i7-10710U, With Windows Hello Webcam, Win11 x64+16GB, 512GB PCIe SSD (main storage, user swappable), Sunlight Readable FHD 1400 nits+TS+ stylus+BCR, US KBD + US Power cord, Membrane Backlit KBD, Wifi + BT + 4G LTE w/ integrated GPS/Glonass + Passthrough, RS232 + VGA - SKU# BM6766CAB8GX |
| 1.c.3.1 | Accessory | Getac | B360 Bumper to Bumper Warranty, Year 4 & 5 |

| | | | |
|---|---|---|---|
| 1.c.4. | Fully-Rugged | Getac | V110 Basic.V110 G6 - Intel Core i5-10210U Processor, Windows Hello Webcam, Win10 PROx64+8GB, 256GB PCIe SSD (user swappable), Sunlight Readable (FHD+Touchscreen+Hard Tip stylus), US KBD + US Power cord, Membrane Backlit KBD, WIFI + BT + GPS/Glonass + 4G LTE (EM7511) + Pass-through, USB Type-A x 2 + USB Type-C x 1 + SCR - SKU# VM2PZPJABUXA |
| 1.c.5. | Fully-Rugged | Getac | V110 Premium. V110 G6 - Intel Core i5-10210U Processor, Windows Hello Webcam, Win11 PROx64+16GB, 512GB PCIe SSD (user swappable), Sunlight Readable(FHD+Touchscreen+Hard Tip stylus), US KBD + US Power cord, Membrane Backlit KBD, WIFI + BT + GPS/Glonass + 4G LTE (EM7511) + Pass-through, USB Type-A x 2 + USB Type-C x 1 + SCR - SKU# VM2P6YJABUXA |
| 1.c.6. | Fully-Rugged | Getac | V110 Ultimate. V110 G6 - Intel Core i7-10610U vPro Processor, Windows Hello Webcam, Win11 PROx64+32GB, 1TB PCIe SSD (user swappable), Sunlight Readable (Full HD + TS+ Digitizer), US KBD + US Power cord, Membrane Backlit KBD with Fingerprint, WIFI + BT + GPS/Glonass + 4G LTE (EM7511) + Pass-through, Hard Handle, USB Type-A x 2 + USB Type-C x 1 + SCR - SKU# VM5P7ZTAEUBA |
| 1.d. | Accessories | Getac | V110 Extended Warranty - Year Four & Five |
| | | | |
| 1.e.1 | Semi or Business-Rugged | Getac | S410 Basic. S410G4 - i5-1135G7, (Without Webcam), Win10 x64 + 8GB, 256GB PCIe SSD (main storage, user swappable), Sunlight Readable (LCD), US KBD + US Power Cord, Membrane Backlit KBD, WIFI + BT, Thunderbolt 4 - SKU # SP2DZACASDXX |
| 1.e.2. | Semi or Business-Rugged | Getac | S410 Premium. S410G4 - i7-1165G7, Windows Hello Webcam, Win11 x64 + 16GB, 512GB PCIe SSD (main storage, user swappable), Sunlight Readable (LCD + Touchscreen + Stylus), US KBD + US Power Cord, Membrane Backlit KBD, WIFI+BT+4G LTE(EM7511) w/integrated GPS/Glonass+PT, Thunderbolt 4 - SKU# SP476CDASCXX |
| 1.e.3. | Semi or Business-Rugged | Getac | S410 Ultimate. S410G4 - i7-1185G7 vPro, Dual Battery (74.5Wh x 2) + Windows Hello Webcam, Win11 x64 + 64GB, 1TB PCIe SSD (main storage, user swappable), Sunlight Readable(Full HD LCD+ Touchscreen +Stylus), US KBD + US Power Cord, Membrane Backlit KBD + Fingerprint, WIFI+BT+4G LTE(EM7511) w/integrated GPS/Glonass+PT, Media Bay Battery (46.6Wh) (Third Battery, user swappable), RS232+VGA Port+2nd LAN(RJ45) +Thunderbolt 4 - SKU# SP5S8GQATCLI |
| 1.f. | Accessories | Getac | Extended Warranty - Bumper to Bumper Years 1 thru 5 |

**S410**

| ITEM NO. | PRODUCT CATEGORIES | PROPOSED MANUFACTURER | PROPOSED MODEL # |
|---|---|---|---|
| 2.a.1 | Ultra-Rugged | Getac | F110 Basic.SKU# FP21Z4JA1DXX - i5-1135G7, 11.6" + Webcam, Win 10 x64+8GB, 256GB PCIe SSD, Sunlight Readable FHD+TS+stylus, US Power Cord, Rear Camera, WiFi + BT |
| 2.a.2 | Ultra-Rugged | Getac | F110 Premium. SKU# FP2164TA1CXX- i5-1135G7, 11.6" + Webcam, Win 11 x64+16GB, 256GB PCIe SSD, Sunlight Readable FHD+TS+Digitizer, US Power Cord, Rear Camera, WiFi+BT+4G LTE w/integrated GPS/Glonass+PT |

| | | | |
|---|---|---|---|
| 2.a.3 | Ultra-Rugged | Getac | F110 Ultimate. SKU# FP51S6TA2CHX - i7-1185G7, 11.6" + Webcam, Win 10 x64+32GB, 512GB PCIe SSD, Sunlight Readable FHD+TS+Digitizer, US Power Cord, Rear Camera + Tablet Hard Handle, WiFi+BT+4G LTE w/integrated GPS/Glonass+PT, |
| 2.a.4 | Ultra-Rugged | Getac | K120 Basic. SKU# KP22M4VA2KXA TAA - Intel Core i5-1135G7 Processor, W/ Webcam + High Capacity Batteries (2-pack), Win10 PROx64 + 16GB + TAA, 256GB PCIe SSD, Sunlight Readable FHD LCD+TS+Rear Camera+stylus, US Power cord, US Keyboard Dock (w/o RF Passthrough), |
| 2.a.5 | Ultra-Rugged | Getac | K120 Premium. SKU# KP22M4VAJKXA - Intel Core i5-1135G7 Processor, W/ Webcam + High Capacity Batteries (2-pack), Win10 PROx64 + 16GB + TAA, 256GB PCIe SSD, Sunlight Readable FHD LCD+TS+Rear Camera+stylus, US Power cord, CF, Canadian French Keyboard Dock (w/ RF |
| 2.a.6 | Ultra-Rugged | Getac | K120 Ultimate. SKU# KP2224VAJKXA - TAA - Intel Core i5-1135G7 Processor, W/ Webcam + High Capacity Batteries (2-pack), Win11 PROx64 + 16GB + TAA, 256GB PCIe SSD, Sunlight Readable FHD LCD+TS+Rear Camera+stylus, US Power cord, CF, Canadian French Keyboard Dock (w/ RF |
| 2.b. | Accessories | Getac | Extended Warranty - Year Four & Five |
| | | | |
| 2.c.1 | Fully-Rugged | Getac | T800 Basic. SKU# TD98Y2DA53XB - Intel Atom Processor x7-Z8750, Win10x64+4GB, 128GB eMMC, Sunlight Readable (LCD+Touchscreen+Stylus), US Power cord, 8M |
| 2.c.2. | Fully-Rugged | Getac | T800 Premium. SKU# TD98Z2DA51XX - USA - Intel Atom Processor x7-Z8750, Win10x64+8GB, 128GB eMMC, Sunlight Readable (LCD+Touchscreen+Stylus), US Power cord, 8M |
| 2.c.3 | Fully-Rugged | Getac | T800 Ultimate. SKU# TD98Z2GA51X8 - USA - Intel Atom Processor x7-Z8750, Win10x64+8GB, 128GB eMMC, US Power cord, 8M Rear Camera, Wifi+BT+4G LTE+GPS+PT, Laser Barcode |
| 2.c.4 | Fully-Rugged | Getac | UX10 Basic. SKU#UM2BM4JAXDLA - Intel Core i5-10210U Processor, Without Webcam, Win10 PROx64 + 16GB + TAA, 256GB PCIe SSD, Sunlight Readable FHD LCD+TS+Hard Tip stylus, US Power Cord, WIFI + BT, RJ45, Smart Card |
| 2.c.5 | Fully-Rugged | Getac | UX10 Premium. SKU# UM4B24JAXDXA - Intel Core i7-10510U Processor, Without Webcam, Win11 Prox64 + 16GB + TAA, 256GB PCIe SSD, Sunlight Readable FHD LCD+TS+Hard Tip stylus, US Power Cord, WIFI + BT, Smart Card Reader |
| 2.c.6 | Fully-Rugged | Getac | UX10 Ultimate. SKU# UM4B24JAXDFA - Intel Core i7-10510U Processor, Without Webcam, Win11 Prox64 + 16GB + TAA, 256GB PCIe SSD, Sunlight Readable FHD LCD+TS+Hard Tip stylus, US Power Cord, WIFI + BT, USB 3.2 Gen1 Type - C, |
| 2.c.7 | Fully-Rugged | Getac | A140 Basic. SKU# AM2224DAXDXX - Intel Core i5-10210U, (No Webcam), Win10x64+8GB, 256GB PCIe SSD, SR (LCD+Touch+Stylus), US Power |
| 2.c.8. | Fully-Rugged | Getac | A140 Premium. SKU# AM2254QA5BBX - Intel Core i5-10210U, (No Webcam), Win11x64+8GB, 256GB PCIe SSD, SR (Full HD IPS+Touch+stylus), US Power Cord, 8M Rear Camera, WIFI+BT+GPS/Glonass+4G |
| 2.c.9. | Fully-Rugged | Getac | A140 Ultimate. SKU# AM4U66UA9BBS - Intel Core i7-10510U, Webcam, Win11x64+16GB, 512GB PCIe SSD, SR (Full HD IPS+Touch+stylus), US Power Cord, 8M Rear Camera + 1D/2D Imager barcode reader, WIFI+BT+GPS/Glonass+4G LTE(EM7511)+Passthrough, Hard Handle, HF RFID |
| 2.d. | Accessories | Getac | Extended Warranty - Year Four & Five |
| | | | |
| 2.e. | Semi or Business-Rugged | N/A | No Bid |
| 2.f. | Accessories | N/A | No Bid |

| Group 3: Laptop and Tablet Accessories | |
|---|---|
| **PROPOSED MANUFACTURER** | **PERCENT DISCOUNT OFF SRP** |
| **Getac - Warranty** | 10 |
| **Getac - Carry Tools** | 10 |
| **Getac - Keyboards** | 10 |
| **Getac - Power** | 10 |
| **Getac - Freight** | 10 |
| *(add additional lines as necessary)* | |
| **Group 4: Ancillary Products** | |
| **PROPOSED MANUFACTURER** | **PERCENT DISCOUNT OFF SRP** |
| **Gamber Johnson** | 10 |
| **Havis** | 10 |
| **Getac Video Solutions** | 10 |
| **Infocase** | 10 |
| **Cradlepoint** | 10 |
| **Netmotion** | 10 |
| **TG3** | 10 |
| **Brother** | 10 |
| **Lind** | 10 |
| **Absolute** | 10 |
| **Airgain** | 10 |
| *(add additional lines as necessary)* | |
| **Group 5: Other Technology Products** | |
| **PROPOSED MANUFACTURER** | **PERCENT DISCOUNT OFF SRP** |
| **Getac Video Solutions** | 10 |
| **Keywedge BCR Utility SW** | $199 per unit for 3 Years |
| **Keep Your HD Retention** | $99 per unit for 3 years |
| **Group 6: Services** | |
| **PROPOSED SERVICE OFFERING** | **PRICE** |
| **Disk Image Validation** | $2,000 |
| **Disk Image Consulting** | $2200 per Day |
| **Mobile Device Management - Cloud GDMS** | $53 per unit for 1 Year |
| *(add additional lines as necessary)* | |

B. Describe how your firm will notify customers of new products.

*Getac Response:* Along with formal marketing public releases via online media platforms, press releases, and development of marketing materials, Getac will update our website with new products with descriptions, pricing, and links to detailed specifications.

C. Describe the equipment solutions that are available that reduce the extreme heat that adversely impacts and prevents the proposed equipment from operating.

*Getac Response:* As a global leader in rugged IT manufacturing, each Getac device is tested to the highest temperature standard available, MIL-STD 810H. The following table is an excerpt of the testing requirements to have this MIL-STD 810H designation.

| | | | |
|---|---|---|---|
| High Temperature – Storage | Seven 24 hour cycles of 33-71°C (91– 160°F) (Non-operating) | Method 501.7 Procedure I | Pass |
| High Temperature – Operation | 72 hours constant temperature exposure 63°C (145°F) (Operating) | Method 501.7 Procedure II | Pass |
| High Temperature – Tactical Standby to Operational | High storage (non-operating) to high operating (test for operation) 71C(160° F) Standby, 63C(145° F) Operating | Method 501.7 Procedure III | Pass |
| Low Temperature – Storage Induced (Storage and Transit) C3 – Severe Cold | 72 hours constant temperature exposure -51.1° C (-60° F) | Method 502.7 Procedure I | Pass |
| Low Temperature – Operation | 72 hours constant temperature exposure -29˚C (-20° F) / -31.7C (-25F) -29C (-20° F) operating on battery mode -31.7C (-25° F) operating on AC mode | Method 502.7 Procedure II | Pass |
| Temperature Shock – Non-Operation | Multi-cycle shocks from constant extreme temperature: -51.1°C~93.3°C (-60° F~200° F), temperature shock non-operating, three cycles | Method 503.7 Procedure I-C | Pass |

Every Getac device has a minimum Environmental Specification Temperature:
- Operating: -29°C to 63°C / 20°F to 145°F
- Storage: -51°C to 71°C / -60°F to 160°F

Humidity: - 95% RH, non-condensing
See Device specification sheets for specific environmental details.

D. Submit additional information that will aid the city in evaluating your proposal.
*Getac Response:* See Attached Specification Documents for detailed device specifications.

**4.A. Method of Approach – Service Requirements**

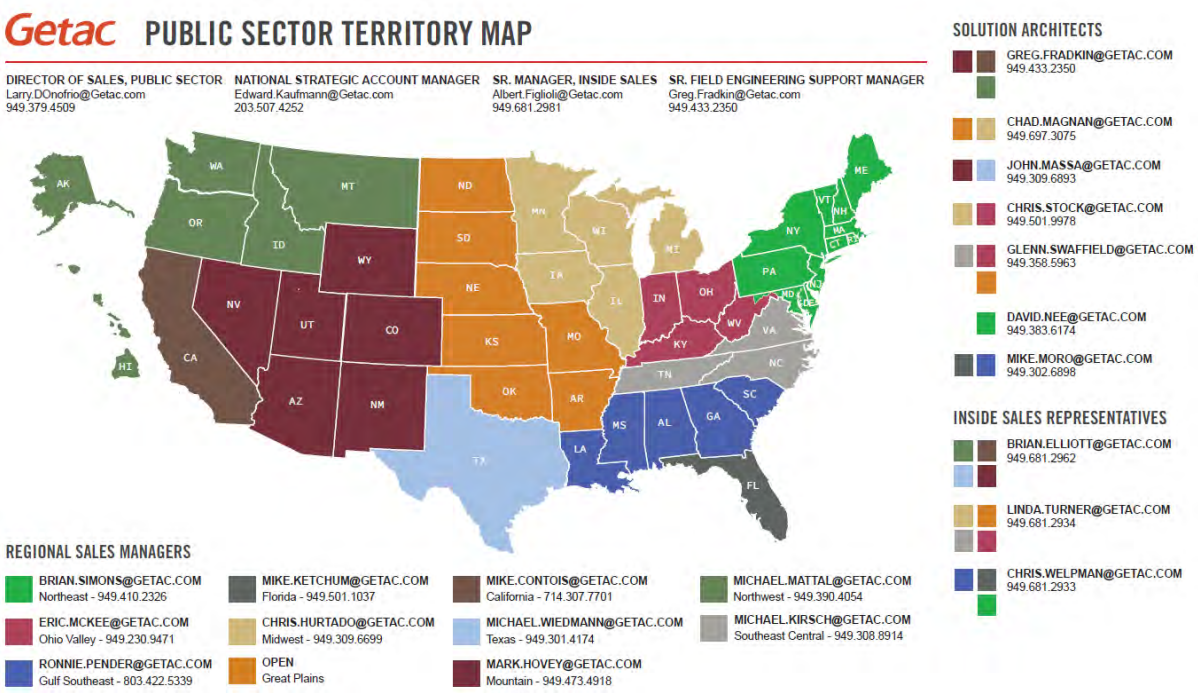
A. Provide a detailed written response to each requirement describing how the services offered will meet the Service Requirements of this solicitation for the City of Tucson and the national program. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Policies and programs detailing your efforts in these areas.
2. Literature explaining your capabilities.

*Getac Response:* See Attached Specification Documents for detailed device specifications.

B. Describe how services will be distributed to the City of Tucson and nationwide If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the services provided by the manufacturer and services provided by the reseller.

*Getac Response:* Due to the customized nature of a rugged product order, Getac relies on our Getac Regional Sales Managers in collaboration with a certified reseller to support the purchasing on this contract. Interested buyers may contact the Getac Sales Manager designated below or the Certified Reseller partner.




Below are a sample of current certified Getac resellers that may participate on this contract. We reserve the right to add or delete resellers to satisfy the requirements of a specific buyer.

| Reseller | Location | Reseller | Location |
|---|---|---|---|
| Brite | Rochester, NY | *Mobile Rugged Computers | Mesa, AZ |
| Datasource Mobility | Clarksville, TN | Ramco Rugged | Los Angeles, CA |
| PCN Strategies | Washington D.C. | RCN | Knoxville, TN |
| *DuraTech USA | Sacramento, CA | Midwest Public Safety | Midwest |
| *SHI | North America | *USC Canterbury | Marlboro, MD |
| *GST | Los Angeles, CA | *Preferred Communications | Eastern United States |
| NWN | Boston, MA | Compar | Minnetonka, MN |
| Barcodes | Chicago, IL | Code 3 | Mesa, AZ |
| Island Tech Services | Ronkonkoma, NY | Insight | North America |
| Cas Severn | Laurel, MD | Howard | North America |
| Glacier Computing | Milford, CT | CDW | North America |

C. Describe the types of customer service available to agencies that use this contract:

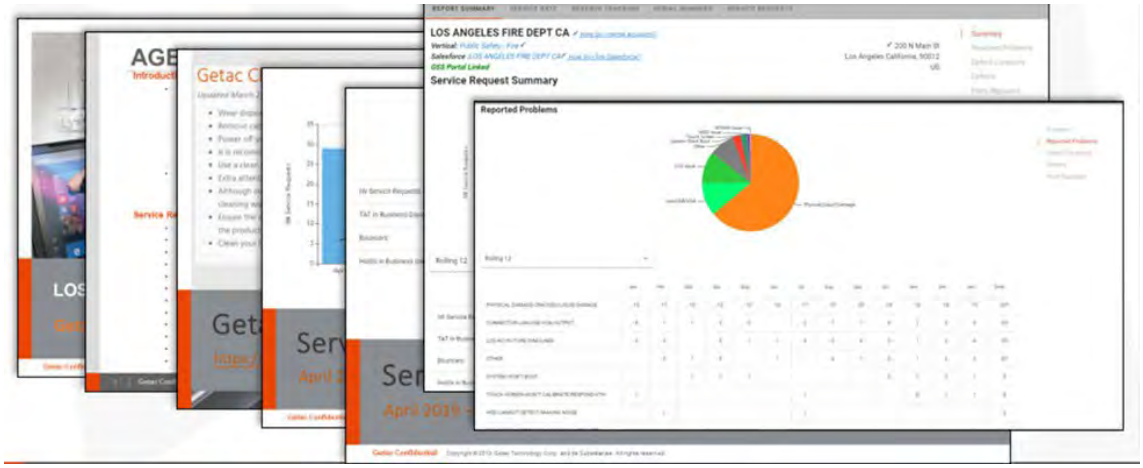
*Getac Response:* Device Support - Getac employs a multi-layered support structure, at no cost to the End User that includes a Solutions Architect, Field Service Engineer, and a 3-Tier Technical Support team. In addition, Getac's 24/7 technical support is available via email at GetacSupport_US@Getac.com or by phone at +1 (866) EZ-GETAC [+1 (866) 394-3822]. All support requests via phone or email are logged in our internal ticketing system and assigned to the

appropriate resource. Escalation to product or software engineering is engaged as needed. The Getac Service Portal allows real-time tracking of hardware repairs and history. For technical support incidents, a ticket # is generated for every request and on-going and final resolution can be obtained by referring to previously assigned ticket #. Getac does not use "off-shore" technical support.

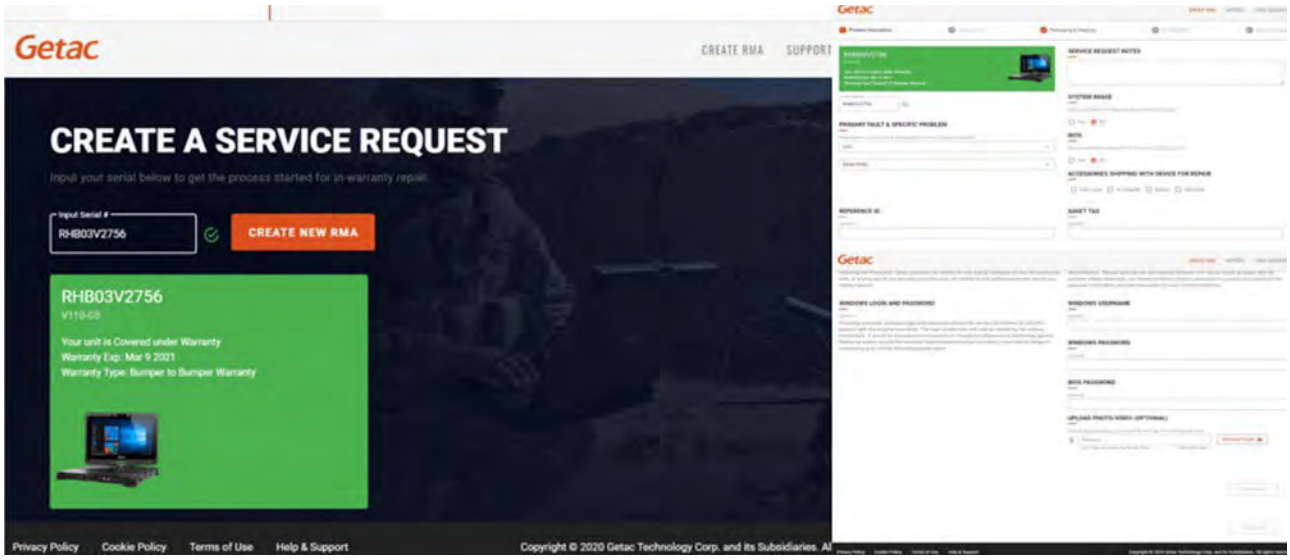
D. Will the City of Tucson and Participating Agencies be assigned a dedicated service representative and/or a dedicated service team? If a manufacturer is responding, provide a representative at the manufacturer level and for each reseller. If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?
*Getac Response:* Getac is prepared to provide computer equipment and the services related to supporting the equipment as prescribed by NASPO and any PA. All Getac branded equipment may be purchased through a Getac-NASPO certified reseller and is covered under all applicable Getac warranty features.
a. In Service Warranty - Customer support is available by calling 1-866-394-3822 or email at Getac.Support@Getac.com. End user may initiate all in-warranty requests by logging in to the Service Portal at https://support.getac.com/Portal/SetLanguage?languageCode=us.
b. Out of Warranty (OOW) Services - Should a hardware problem arise requiring service for an out of warranty device our customer can follow this simple process.
1. Visit https://usrma.Getac.com/ and register as a new user
2. Once logged in, a customer will select Create Service request and Follow the prompts
3. Customers may generate a quote and save it to their account for 30 days
4. Once the quote is paid for on the Portal, an RMA is issued along with shipping labels.
5. All prices include time and material plus round-trip shipping
c. Standard non-customized training - Training manuals and device specific training is available to end users via the Getac Service Portal at https://support.getac.com/Portal/Page/763
d. Installation/de-installation - Service may be provided by certified Getac reseller for an additional fee.
e. Self-Service Support - For all Support issues, Getac users will have access to a free web-portal at https://support.getac.com/Portal/SetLanguage?languageCode=us. Services available at no charge include Service and Repair Requests, Drivers and Manuals, Warranty Checker, Product Registration, Order Tracking, Getac Device Diagnostic, and Getac Recovery Assistant.

As an OEM, Getac relies on our certified reseller partners to sell our products to the end user. All Getac products come with a specific warranty that will pass-through the reseller onto the End User. Throughout the purchasing lifestyle, a dedicated Regional Sales Manager (RSM) will be assigned to the end user organization based on vertical marketing and geographic location. The RSM along with the certified Getac reseller will ensure a smooth transition from procurement to installation with the end user and act as a point of contact to facilitate warranty service and maintenance support throughout the device lifecycle. The following web-based services are also available to all purchasers to facilitate warranty and maintenance services and can be found at our Service and Support page https://support.Getac.com/Portal/SetLanguage?languageCode=us.

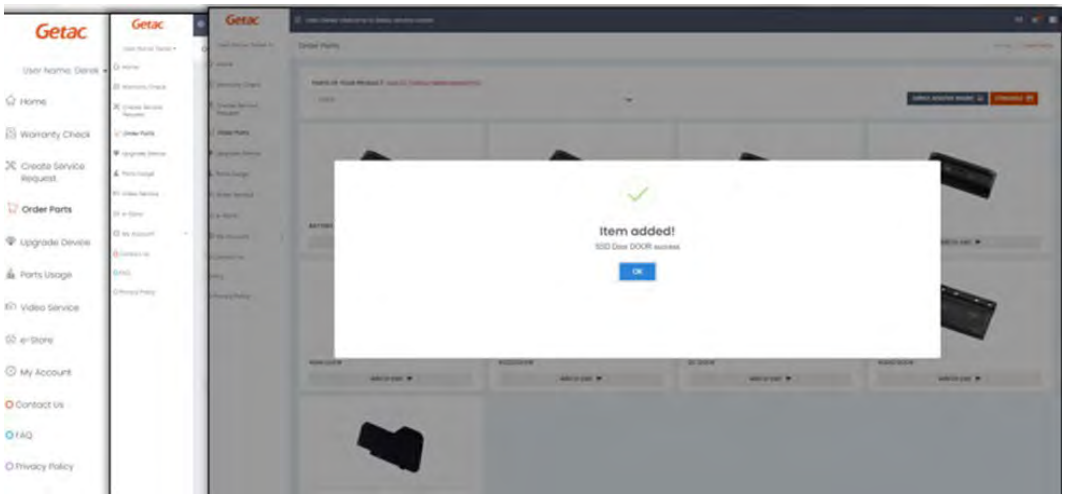
- ***Getac Service Portal*** – Each Getac user has access to a unique service dashboard that provides real time reporting on device health, service request performance and additional device information.




- ***Service Request Portal*** – Within the Getac Service Portal, each Getac user has access to a web- based service request portal to establish service requests and track the progress of the service through repair and/or replacement.




- ***Self-Maintainer Site –*** The Self-Maintainer site allows Getac-trained End-User IT Support to repair and/or replace commonly broken items on the devices and reduce the overall time spent in repair status. Features include Warranty Checker, Create Service Request, Video tutorials, review parts usage and replenish seed stock parts.



- ***Third Party Product Warranty Services*** – All third-party product warranty procurement processes, descriptions, and contact information will be available on a link at the NASPO/Getac website under Third Party products.

E. How are problems resolved?

**Getac Response to Complaint Resolution:**

**Customer Complaints and Service-related Issues** – Initial complaints and service-related issues are handled through Getac's Level 1 Technical Support. If an issue which requires escalation, a Getac Level 2/3 Technical Support Representative or Professional Services Manager will take over the case through resolution. An acknowledgement with appropriate follow up communication should take place throughout the research until resolution.

**Response Time (pre-CV19/Post CV19)** – Getac provides technical support for Getac branded product for the following hours of operations:

- Level 1 Technical Support is offered 7 days a week x 24 hours per day x 365 days a year. This would consist of basic troubleshooting, product use and service questions.

- Level 2 Technical Support is offered from 8am – 6pm ET, M – F, excluding holiday / Response time when escalated from Level 1 is within 4 business hours.

- Level 3 Technical Support is available from 7am – 6pm PT M-F, excluding holidays / Response time when escalated from Level 2 is by next business day.

**Case Management** - All complaints received via email or phone call are captured in Getac's case management software and each customer contact is time stamped. Each escalation has a running time capture with escalation notification sent to all team members. This ensures the fastest response from the first available resource (Level 2/3, Prof Svc Mgr) to address the issue.

**Equipment Complaints - E**scalation which cannot be resolved Level 3 Technical Support are escalated to:

Field Service Engineer (FSE) - If a possible onsite visit is necessary, the FSE will take over the management of the complaint until resolution. Resolution times will vary based upon external factors.

Product Engineer - The Product Engineer may receive escalations from Level 3 Technical Support or from the FSE. Depending on the type of equipment compliant, the appropriate Product Engineer will be assigned the escalation, Electrical Engineer, Mechanical Engineer or Software Engineer. The Product Engineer works directly with Getac's Research and Design and Engineering Departments to find the appropriate resolution to the equipment compliant. Resolution times will vary based upon external factors.

**Service Complaints** escalation which cannot be resolved by Level 3 Technical Support or Professional Services Manager are escalated to:

Vendor Manager - Responsible for oversight of Getac's service providers and is responsible for their activity and performance. Complaints related to Repair Services are usually responded to by next business day. Resolution times will vary based upon external factors.

Service IT Manager - **R**esponsible for the uptime of all service-related systems responds to complaints related to processing service requests for repair, Self-Maintainer part ordering, reporting and dashboard, site access. Response expected same business day. Resolution times will vary based upon external factors.

F. What response time is guaranteed when a customer service request is made?
*Getac Response:* Level 1 Technical Support is offered 7 days a week x 24 hours per day x 365 days a year. This would consist of basic troubleshooting, product use and service questions.

Level 2 Technical Support is offered from 8am – 6pm ET, M – F, excluding holiday / Response time when escalated from Level 1 is within 4 business hours.

Level 3 Technical Support is available from 7am – 6pm PT M-F, excluding holidays / Response time when escalated from Level 2 is by next business day.

G. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?
*Getac Response: All measurements and metrics tracking of customer service program is maintained in the Customer facing portal and may be access by the Purchaser anytime.*

H. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.
*Getac Response:* **Customer Complaints and Service-related Issues** – Initial complaints and service-related issues are handled through Getac's Level 1 Technical Support. If an issue which requires escalation, a Getac Level 2/3 Technical Support Representative or Professional Services Manager will take over the case through resolution. An acknowledgement with appropriate follow up communication should take place throughout the research until resolution.

I. Submit additional information that will aid the city in evaluating your proposal.
*Getac Response:* See Warranty Cards attached.

J. What is the turnaround time for repairs? Describe the process. Are loaner products available?
*Getac Response:* With the industry's best 3-Year Bumper to Bumper Warranty included with our rugged devices, Getac stands behind every tablet and laptop. Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime. That is why Getac has introduced accidental damage as standard under our new Bumper-to-Bumper warranty, to help minimize your enterprise IT costs. Bumper- to-Bumper is your hassle-free guarantee, supported by the FedEx TechConnect in the US and rapid repair and return by Getac's in-house experts. That means you can depend on us to have your unit back in service within days. See warranty cards for additional warranty coverage information.

*All Getac devices come with a 3 Year Bumper to Bumper Warranty except the Semi-Rugged S410 which comes with a 3-Year Limited warranty that can be upgraded for an additional fee and the X500 which includes a 5 Year Bumper to Bumper Warranty standard.

Device Support - Getac employs a multi-layered support structure, at no cost to the End User that includes a Solutions Architect, Field Service Engineer, and a 3-Tier Technical Support team. In addition, Getac's 24/7 technical support is available via email at GetacSupport_US@Getac.com or by phone at +1 (866) EZ-GETAC [+1 (866) 394-3822]. All support requests via phone or email are logged in our internal ticketing system and assigned to the appropriate resource. Escalation to product or software engineering is engaged as needed. The Getac Service Portal allows real-time tracking of hardware repairs and history. For technical support incidents, a ticket # is generated for every request and on-going and final resolution can be obtained by referring to previously assigned ticket #. Getac does not use "off-shore" technical support.

**Warranty Services Overview** - Getac designed its tablets and notebooks to survive drops, shocks, rain, vibration, and more. We are confident in our quality and that is why our devices come with the best warranty in the industry. It is the peace-of-mind protection of knowing you are covered. Therefore, downtime due to product failures and associated costs of repair are greatly minimized leading to a lower total cost of ownership (TCO) than consumer devices that are not “suitable to task” for this environment. However, Getac understands accidents are inevitable in this environment. Warranty support is available 24-hrs/7 days a week, including holidays, utilizing the web- based customer portal.

**For Level I/II Repairs – Getac Self-Maintainer Program** empowers in house technicians to provide immediate services to defective unit for minor repairs. For Level I and Level II repairs, the Getac Self-Maintainer Program allows you to perform warranty repairs on Getac products. Instead of shipping products to Getac’s US-based Repair Center, the defective part can be swapped out by your own technicians. This allows you keep possession of your products and minimize downtime. Self-Maintainer repairs include all parts, and materials at no additional cost.

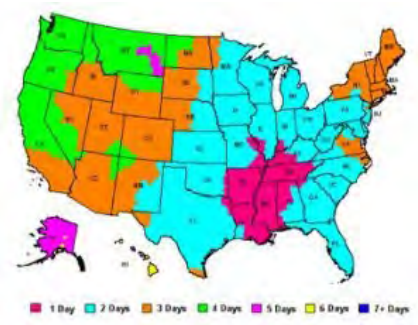
| LEVEL 1 | LEVEL II |
|---|---|
| Door / Hatch / Dust Cover Replacement | Keyboard Replacement |
| Computer Handle Replacement | Memory Replacement |
| Battery and AC Adapter Replacement | Internal WLAN & GOBI Module Replacement |

Common cosmetic repairs like hatch door replacement are also included. Getac provides training for your team as part of the Self- Maintainer Program with an emphasis on parts replacement, product use and Getac’s Service System processing. Upon successful completion of training, Getac supplies you an initial stock of seed parts to inventory at your location. When a repair is needed, your technician diagnoses the problem, creates an RMA in Getac’s Online Service System (GSS) then removes the required part from Getac consigned inventory and repairs the unit.

To replenish the inventory, simply place the defective part in the used part box, put a copy of the RMA inside, write the RMA number on the outside of the box and return it to Getac. Upon receipt of the defective part, Getac will ship out a replacement part to you. When you receive the new part, place it into inventory for future repairs.

To ensure our high standard for repair is met, Getac has established the following qualification requirements for the Self-Maintainer Program:

- Repairs are limited to customer owned product—150-unit minimum
- Must be a current Getac USA customer in good business standing
- Must have Service and Spare Parts Agreement in place with Getac
- Must have qualified technicians on staff capable of repairing Getac products
- Must have a dedicated environment and tools appropriate to repair products
- Maintain product repair information and problem codes in the Getac Service Portal for product tracking and spare part replenishment



**Level III Repairs - FedEx TechConnect Program** was designed to offer fast, convenient, reliable service repairs that can be initiated 24 hours a day, 7 days a week on Getac Service Portal. With one of the lowest annual failure rates in the computer industry, Getac computers are built to survive. If one does need repair beyond the Level I & Level II Self-Maintainer program, we want to make it as convenient as possible. Getac has partnered with FedEx TechConnect, a fast, convenient, reliable service repair center located in Memphis, TN. The End-of- runway location ensures shorter time in transit for express shipments and 3 day or less transit by FedEx Ground for most of the US.

Warranty repairs can be initiated 24 hours a day, 7 days a week on the Getac service portal. With over 1,800 FedEx Office locations nationwide, it's easy to find a convenient drop-off location to and US-based end user. Once the device is shipped to the end of runway state of the art facility, technology repair specialists, certified by Getac, provide diagnostics, repair, re-image and upgrade services with quality assurance methodologies designed to verify that everything is working properly. All Getac warranty repairs are performed by expert technicians using only Getac original production parts. Every repair comes with online three-stage tracking of the inbound
shipment to the repair center, during repair or upgrade, and the return shipment back to the designated location. With the 24/7 online monitored chain of custody, your system is always either with FedEx or you. Average repair time, excluding shipping, is 3.1 days.

K. K. Describe the warranty period of products. Submit information on your warranty programs.
Getac Response: See Warranty Cards attached.

**5.A. Method of Approach – Technology Requirements**

Describe your website and the ease-of-use for customers to perform the following types of tasks: to search for products; to find alternate products (if a certain product is not available); to perform side-by-side price comparison to products; to order products; to order products in advance (i.e., how far in advance of required delivery date can an order be placed?); to track order status, to include backordered items; to determine when an item was received and who received it; to restrict/block the ordering of certain line items and to restrict/block the ordering of groups; to create approval paths/levels for orders, to include creating an approval path for restricted items; to create a

"favorites" list or other personalized list of frequently ordered items; to create a "shared" list for an agency to use; to obtain online customer service; to receive online training; to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders); to track their budget for purchases; to generate reports

*Getac Response: See Exhibit A for Website details.*

Describe additional functionality offered by your website.

*Getac Response:* See Exhibit A for website details.

Describe the hours your website is applicable?

*Getac Response:* 24/7

What are your hours of downtime, such as for system maintenance?

*Getac Response:* No specific downtime, however, notice on the site will be made at least 72 hours prior to system maintenance.

Does your website offer real time product availability? No. Due to the customize nature of the rugged devices offered under this RFP, each product is made to order to purchasers' desired specifications.

If volume discounts are proposed, does your website automatically offer the order size incentive? For example, if an order reaches a certain amount, is a volume discount automatically offered and, if so, how is that conveyed to the customer? No volume discounts are available. We maintain a low margin with our certified resellers to ensure "Best Value" competitive NTE pricing for all orders offered under this contract.

Describe the types of email confirmations that your website generates. What events trigger an email going to the customer? *Getac Response:* Each customer may select what type of email events trigger an email on their private customer portal.

Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self- registration, are you available to assist in the registration process? *Getac Response:* Due to the complexity of device ordering, Getac does not have an online order process. A customer is directed to contact the appropriate sales representative based on geography and the sales member will create the order.

Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc. *Getac Response:* At this time the functionality does not exist, but we are open to providing specific site customizations based on agency needs.

Describe the types of online reporting that are available. Is customized reporting available? *Getac Response:* After initial purchase, detailed customizable reporting is available to the customer on the unique customer portal website.

Describe your online return process (if available). *As a rugged OEM that provides custom designed rugged products made to end user specifications, general returns are not accepted. In the highly unlikely event that a device arrives "Dead on Arrival" (DOA) to the customer, a replacement will be shipped to the customer at no additional cost.*

Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? *Getac Response:* No.

Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc. *Getac Response:* This will be newly designed website for OMNIA and Getac is eager to design website to meet robust requirements.

**6. Method of Approach - Reporting Requirements**

Contractor shall provide and supply customized usage reports upon request from the City of Tucson or any Participating Agency. At a minimum, the reports shall include the item number, item description, manufacturer number, total quantity ordered, number of orders and total spend for the requested time period. At a minimum, the City of Tucson requires an annual report within 30 calendar days of each contract years end date. *Getac Response:* Getac acknowledges and accepts the terms of Section 6. Reporting Requirements.

**7. Price Proposal**

A. Provide price proposal as requested on the Price Page attached herein. *Getac Response: See Price Proposal Page*

B. Provide details of and propose more aggressive pricing for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. *Getac Response:* No more aggressive pricing strategies are proposed.

C. Describe any government rebate programs that are offered. *Getac Response:* N/A

D. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount. *Getac Response:* N/A

E. The City anticipates new products within the categories described herein will be automatically available to Participating Public Agencies at the same proposed pricing methodology indicated above. If new products become available and will not be offered at the same pricing methodology describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced. *Getac Response:* Getac does not intend on introducing new products that do not fall within the proposed pricing methodology.

**8. Qualifications & Experience**

A. Provide a brief history and description of your firm.

*Getac Response:* Getac is part of the MiTAC-Synnex Group, a multinational business group established in 1945. Its scope of businesses covers the computer, consumer electronics with more than $40B of consolidated sales.

Founded in 1989, Getac Technology Corporation is one of the largest rugged device Original Equipment Manufacturing (OEM) company in the world and consistently leads the industry in innovation, technology and design of rugged laptops and tablets.

Getac's primary goal is to offer a solution that streamlines productivity and withstands the rigors of the harshest working environments. Getac currently employs over 9000+ people across 20 global operation sites whose sole focus is on mobile rugged solutions.

**EXPERIENCE**

As a global leader in rugged mobile laptops and tablets, Getac has led innovation and technological advances in rugged device manufacturing for over 30 years. Getac has over 250 full-time engineers dedicated to finding solutions to real life problems.

B. Offeror is a reseller, provide proof your firm is an authorized reseller. *Getac Response:* N/A

C. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number and email address). References from other public agencies, particularly municipal governments, with similar environmental conditions as the City of Tucson are preferred. *Getac Response:* See exhibit A for 10 current public sector references.

D. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference. *Getac Response:*

| | |
|---|---|
| **NAME:** | Maria Gutierrez |
| **TELEPHONE #:** | 949-247-4114 |
| **EMAIL ADDRESS:** | Contract.administrator_us@getac.com |

Maria Gutierrez (OMNIA Primary Representative/Master Agreement Manager) – Maria was chosen by the Director of Product Solutions Division because of her 10+ years' experience supporting the large state and education multi-agency IDIQs and as manager for various teams. Maria's persistence, passion and commitment can be seen in her day-to-day activities and will ensure that OMNIA Master Agreement

Administrator, participating states and procuring entities that reach out to her for assistance receive an immediate response and resolution to their satisfaction.

GETAC is committed to ensuring that the OMNIA Master Agreement Administrator, participating states, all State and agency procurement officials, Directors and procuring agencies have the Senior experienced Master Agreement Manager assigned to maintain and ensuring contract compliance requirements and satisfaction. Maria has spent over fifteen years in the industry supporting Federal, State, Education and Government, working in many different facets through her career learning the industry operations from beginning to end, providing her the ability to have the knowledge, leadership, and problem-solving skills to quickly resolve any issue that may arise. Maria currently manages 5 State Government contracts with national and local reach and continues to learn from the best teachers and mentors in the industry, State Procurement officials and will learn more about OMNA through supporting the contract and attending the OMNIA event each year.

**J. VENDOR QUESTIONNAIRE**

**J.1. Discounts**

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by ___0____%, if payment is made within _N/A_____ days. These payment terms shall apply to all purchases and to all payment methods.

**J.2. City of Tucson Business License**

Does your firm have a City of Tucson Business License? No

If yes, please provide a copy of your City of Tucson Business license in the next question.

**City of Tucson Business License**

If yes on the above question, please upload your business license.

**J.3. Credit Card Payment**

**Will payment be accepted via commercial credit card?**

X☐ Yes

☐ No

**If yes, can commercial payment(s) be made online?**

☐ Yes

X☐ No

☐ N/A

**Will a third party be processing the commercial credit card payment(s)?**

☐ Yes

X☐ No

☐ N/A

**If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).**

**If "no" to above, will consideration be given to accept the card?**

☐ Yes

☐ No

☐ N/A

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# OFFER AND ACCEPTANCE

## OFFER

**TO THE CITY OF TUCSON:**
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Getac, Inc.
Company Name

15495 Sand Canyon Drive. Suite 350
Address

Irvine | CA | 92618
City | State | Zip

DocuSigned by: HSIN-JUNG LU
4E90B6EGEEG0448
Signature of Person Authorized to Sign

Printed Name

Hsin-Jung Lu
Title

For clarification of this offer, contact:

Name: Tammy Tubbs

Title: Contract Manager

Phone: 949.217.8939

Fax: _____

E-mail: tammy.tubbs@getac.com

## ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

**CITY OF TUCSON**, a municipal corporation

Approved as to form:

This _____ day of _____ 20_____

_____
As Tucson City Attorney and not personally personally

Awarded:

This _____ day of _____ 20_____

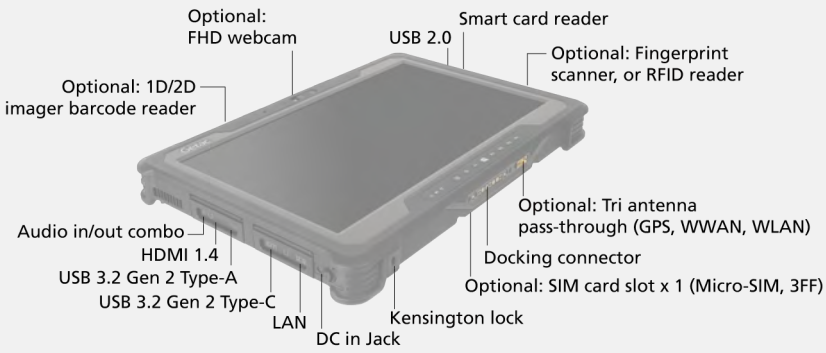
_____
As Director of Business Services and not

Getac

Windows 11 Getac recommends Windows 11 Pro for business

# A140 FULLY RUGGED TABLET

- 14" FHD / HD LumiBond® display with Getac sunlight readable technology for unprecedented viewing experience
- Dual battery design with LifeSupport™ battery swappable technology
- Enhanced security with TPM 2.0, RFID/NFC and fingerprint scanner
- Optional 1D/2D imager barcode reader and RFID
- Multi-function hard handle, hand straps and shoulder straps and slim-profile vehicle dock for maximum mobile productivity



# A140 FULLY RUGGED TABLET

## SPECIFICATIONS

| | |
|---|---|
| **Operating System** | Windows 10 Pro<br>Windows 11 Pro |
| **Mobile Computing Platform** | Intel® Core™ i5-10210U Processor 1.6GHz<br>Max. 4.2GHz with Intel® Turbo Boost Technology<br>- 6MB Intel® Smart Cache<br><br>**Platform options:**<br>Intel® Core™ i5-10310U, vPro Processor 1.7GHz<br>Max. 4.4GHz with Intel® Turbo Boost Technology<br>- 6MB Intel® Smart Cache<br><br>Intel® Core™ i7-10510U Processor 1.8GHz<br>Max. 4.9GHz with Intel® Turbo Boost Technology<br>- 8MB Intel® Smart Cache<br><br>Intel® Core™ i7-10610U vPro Processor 1.8GHz<br>Max. 4.9GHz with Intel® Turbo Boost Technology<br>- 8MB Intel® Smart Cache |
| **VGA Controller** | Intel® UHD Graphics |
| **Display** | 14" TFT LCD HD (1366 x 768)<br>Protection film<br>1,000 nits LumiBond® display with Getac sunlight readable technology<br>Capacitive multi-touch screen<br><br>Optional: 14" IPS TFT LCD FHD (1920 x 1080)<br>800nits LumiBond® display with Getac sunlight readabl technology and capacitive multi-touch screen |
| **Storage & Memory** | 8GB DDR4<br>Optional: 16GB / 32GB DDR4<br>256GB PCIe NVMe SSD<br>Optional: 512GB / 1TB PCIe NVMe SSD |
| **Keyboard** | Power button<br>7 tablet programmable buttons |
| **Pointing Device** | Touchscreen<br>- Capacitive multi-touch screen |

# A140 FULLY RUGGED TABLET

| | |
|---|---|
| **Expansion Slots** | Optional: 1D/2D imager barcode reader<br>Optional: Serial port, or HF RFID, or Fingerprint scanner, or HF RFID + Fingerprint scanner |
| **I/O Interface** | Audio in/out combo x 1<br>DC in Jack x 1<br>USB 2.0 x 1<br>USB 3.2 Gen 2 Type-A x 1<br>USB 3.2 Gen 1 Type-C x 1<br>HDMI 1.4 x 1<br>LAN(RJ45) x 1<br>Docking connector x 1<br>Optional: FHD webcam x 1<br>Optional: SIM card slot x 1 (Micro-SIM, 3FF)<br>Optional: RF antenna pass-through for GPS, WWAN and WLAN<br>Optional: 8M pixels auto focus rear camera x 1 |
| **Communication Interface** | 10/100/1000 base-T Ethernet x 1<br>Intel® Wi-Fi 6 AX201, 802.11ax<br>Bluetooth (v5.2) [i]<br>Optional: Dedicated GPS [ii]<br>Optional: 4G LTE mobile broadband [iii] |
| **Security Feature** | TPM 2.0<br>Kensington lock<br>Optional: HF RFID<br>Optional: Fingerprint reader<br>Smart card reader |
| **Power** | AC adapter (65W, 100-240VAC, 50/60Hz)<br>Li-ion battery (10.8V,typical 3220mAh;min.3120mAh) x 2<br>LifeSupport™ battery swappable technology |
| **Dimension** | 369 x 248 x 32.5mm (14.58" x 9.76" x 1.279")<br>2.3kg (5.07lbs) [iv] |
| **Rugged Feature** | MIL-STD-810H certified<br>IP65 certified<br>MIL-STD-461G certified [v]<br>Vibration & 4ft (1.2m) drop resistant [vi]<br>Optional: ANSI / ISA 121201 [xi] |
| **Environmental Specification** | Temperature [vii]:<br>- Operating: -29°C to 63°C / -20°F to 145°F<br>- Storage: -51°C to 71°C / -60°F to 160°F<br>Humidity:<br>- 95% RH , non-condensing |

# A140 FULLY RUGGED TABLET

**Pre-installed Software**

Getac Utility
Getac Camera
Getac Geolocation
Getac Barcode Manager [viii]
Optional: Absolute Persistence®

**Optional software**

Getac Driving Safety Utility
Getac KeyWedge Barcode Reader Utility
Getac Device Monitoring System (GDMS)
Getac VGPS Utility [ix]

**Accessories**

Battery (10.8V, typical 3220mAh; min. 3120mAh)
AC adapter (65W, 100-240VAC)
Capacitive stylus with tether

**Optional:**
Carry bag
Battery (10.8V, typical 3220mAh; min. 3120mAh)
Multi-Bay charger (Dual-Bay)
Multi-Bay charger (Eight-Bay)
AC adapter (65W, 100-240VAC)
Office dock AC adapter (90W, 100-240VAC)
MIL-STD-461 AC adapter (90W, 100-240VAC)
DC-DC vehicle adapter (120W, 11-32VDC)
Capacitive stylus with tether
Protection film
Rotating hand strap with kickstand
Rubber hand strap
Shoulder strap (2-point)
Shoulder harness (4-point; handsfree)
Vehicle cradle [x]
Vehicle dock [x]
Office dock
100W Type-C adapter
Getac rugged keyboard

**Bumper-to-Bumper Warranty**

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.
That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs.
Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

**Standard**
3 years Bumper-to-Bumper

I. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.

# A140 FULLY RUGGED TABLET

II. Supports GPS and Glonass.
III. Units with 4G LTE option comes with an embedded SIM card slot.
IV. Weight varies from configurations and optional accessories..
V. MIL-STD-461 90W AC adapter sold separately.
VI. Drop test results vary from configurations and optional accessories.
VII. Tested by an independent third-party test lab following MIL-STD-810H.
VIII. Available when barcode reader option is selected.
IX. Models require either embedded or standalone GPS module.
X. Gamber Johnson and Havis vehicle docks are e-mark certified.
XI. Available with limited configurations and environment conditions.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

| | Vehicle Dock | Office Dock |
|---|---|---|
| Serial Port | 1 | 1 |
| External VGA | 1 | - |
| Display Port | - | 1 |
| Microphone | 1 | 1 |
| Audio Output | 1 | 1 |
| DC in Jack | 1 | 1 |
| USB | 4 | 3 |
| LAN | 1 | 1 |
| HDMI 1.4 | 1 | 1 |
| RF Antenna Connector | 3 (WWAN, WLAN, GPS) | - |
| Printer Port | - | 1 |

**Getac USA**

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Irvine, CA 92618
Tel : 949-681-2900
GetacSales_US@getac.com I www.getac.com/us/
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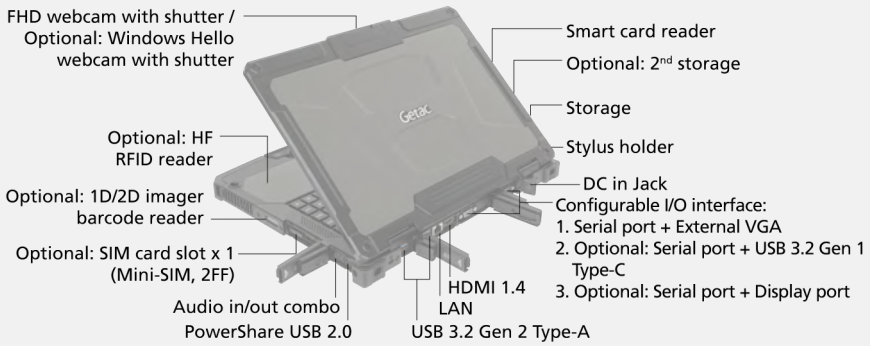
Information provided herewith is for reference only,
available specification shall be subjected to quotation by request.

Getac

Windows 11 Getac recommends Windows 11 Pro for business

# B360 FULLY RUGGED NOTEBOOK

- MIL-STD 810H, 6ft operating drop rating,IP66 certified, and optional salt fog resistant
- 10th Generation Intel® Core™ Processor
- 13.3" FHD LumiBond® display with Getac sunlight readable technology (1,400 nits) and capacitive touchscreen
- Enhanced enterprise security with optional dual user replaceable storage, Windows Hello face-authentication camera, integrated 1D/2D imager barcode reader and multi-factor authentication options
- LifeSupport™ battery swappable technology



# B360 FULLY RUGGED NOTEBOOK

## SPECIFICATIONS

| | |
|---|---|
| **Operating System** | Windows 10 Pro<br>Windows 11 Pro |
| **Mobile Computing Platform** | Intel® Core™ i5-10210U Processor 1.6GHz<br>Max. 4.2GHz with Intel® Turbo Boost Technology<br>- 6MB Intel® Smart Cache<br><br>**Platform options:**<br>Intel® Core™ i5-10310U vPro™ Processor 1.7GHz<br>Max. 4.4GHz with Intel® Turbo Boost Technology<br>- 6MB Intel® Smart Cache<br><br>Intel® Core™ i7-10510U Processor 1.8GHz<br>Max. 4.9GHz with Intel® Turbo Boost Technology<br>- 8MB Intel® Smart Cache<br><br>Intel® Core™ i7-10610U vPro™ Processor 1.8GHz<br>Max. 4.9GHz with Intel® Turbo Boost Technology<br>- 8MB Intel® Smart Cache<br><br>Intel® Core™ i7-10710U Processor 1.1GHz<br>Max. 4.7GHz with Intel® Turbo Boost Technology<br>12MB Intel® Smart Cache |
| **VGA Controller** | Intel® UHD Graphics |
| **Display** | 13.3" IPS TFT LCD FHD (1920 x 1080)<br>Protection film<br>1,400 nits LumiBond® display with Getac sunlight readable technology<br>Capacitive multi-touch screen |
| **Storage & Memory** | 8GB DDR4<br>Optional: 16GB / 32GB / 64GB DDR4<br>256GB PCIe NVMe SSD<br>Optional: 512GB / 1TB PCIe NVMe SSD<br>Optional 2nd storage [i]: 256GB / 512GB / 1TB SATA SSD |
| **Keyboard** | LED backlit membrane keyboard<br>Optional: LED backlit rubber keyboard |
| **Pointing Device** | Touchscreen<br>- Capacitive multi-touch screen<br>Touchpad<br>- Touchpad with two buttons |

# B360 FULLY RUGGED NOTEBOOK

| | |
|---|---|
| **Expansion Slots** | Smart card reader x 1<br>Optional: 1D / 2D imager barcode reader |
| **I/O Interface** | FHD webcam x 1<br>Audio in/out combo x 1<br>DC in Jack x 1<br>PowerShare USB 2.0 x 1<br>USB 3.2 Gen 2 Type-A x 2<br>LAN (RJ45) x 1<br>HDMI 1.4 x 1<br>Docking connector x 1<br>Optional: SIM card slot x 1 (Mini-SIM, 2FF)<br>Optional: Windows Hello face-authentication camera (front-facing) x 1<br>Optional: RF antenna pass-through for GPS, WWAN and WLAN<br>Configurable I/O options [ii]:<br>1. Serial port (9-pin; D-sub) x 1 + External VGA (15-pin; D-sub) x 1<br>2. Serial port (9-pin; D-sub) x 1 + USB 3.2 Gen 2 Type-C x 1<br>3. Serial port (9-pin; D-sub) x 1 + Display port x 1<br>4. Serial port (9-pin; D-sub) x 1 + External VGA (15-pin; D-sub) x 1 + 2nd LAN (RJ45) x 1<br>5. Serial port (9-pin; D-sub) x 1 + Display Port x 1 + 2nd LAN (RJ45) x 1 |
| **Communication Interface** | 10 / 100 / 1000 base-T Ethernet<br>Intel® Wi-Fi 6 AX200, 802.11ax<br>Bluetooth (v5.2) [iii]<br>Optional: Dedicated GPS [iv]<br>Optional: 4G LTE mobile broadband with integrated GPS [iv,v] |
| **Security Features** | TPM 2.0<br>Kensington lock<br>Optional: Fingerprint reader [xi]<br>Optional: HF RFID reader [vi, xi]<br>Smart card reader |
| **Power** | AC adapter (90W, 100-240VAC, 50/60Hz)<br>Li-ion battery (11.1V, typical 2100mAh; min. 2040mAh) x 2<br>LifeSupport™ battery swappable technology |
| **Dimension (W x D x H) & Weigh** | 342 x 281 x 34.9 mm (13.46" x 11.06" x 1.37")<br>2.32kg (5.11lbs) [vii] |

# B360 FULLY RUGGED NOTEBOOK

| | |
|---|---|
| **Rugged Feature** | MIL-STD-810H certified<br>IP66 certified<br>MIL-STD-461G certified [viii]<br>Vibration & 6ft (1.8m) drop resistant<br>Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D) [xiv]<br>Optional: Salt fog certified |
| **Environmental Specification** | Temperature [ix]:<br>- Operating: -29°C to 63°C / -20°F to 145°F<br>- Storage: -51°C to 71°C / -60°F to 160°F<br>Humidity:<br>- 95% RH, non-condensing |
| **Pre-installed software** | Getac Utility<br>Getac Geolocation<br>Getac Barcode Manager [ix]<br>Optional: Absolute Persistence® |
| **Optional software** | Getac Driving Safety Utility<br>Getac KeyWedge Barcode Reader Utility<br>Getac Device Monitoring System (GDMS)<br>Getac VGPS Utility [xii] |
| **Accessories** | Battery (11.1V, typical 2100mAh; min. 2040mAh)<br>AC adapter (90W, 100-240VAC)<br>Capacitive stylus with tether<br><br>**Optional:**<br>Backpack<br>Battery (11.1V, typical 2100mAh; min. 2040mAh)<br>Multi-Bay charger (Dual-Bay)<br>Multi-Bay charger (Eight-Bay)<br>AC adapter (90W, 100-240VAC)<br>Office dock AC adapter (120W, 100-240VAC)<br>MIL-STD-461 AC adapter (90W, 100-240VAC)<br>DC-DC vehicle adapter (120W, 11-32VDC)<br>Capacitive stylus with tether<br>Protection film<br>Vehicle cradle [xiii]<br>Vehicle dock [xiii]<br>Office dock<br>Spare SSD kit<br>100W Type-C adapter |

## Bumper-to-Bumper warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.
That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs.
Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

**Standard**
3 years Bumper-to-Bumper

---

I. Second storage is optional and will be fitted with a removable cover when not chosen at point of purchase.
II. External VGA, USB 3.2 Gen 1 Type-C port and Display port are mutually exclusive.
III. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
IV. Dedicated GPS is mutually exclusive with 4G LTE mobile broadband.
V. Units with 4G LTE option comes with an embedded SIM card slot.
VI. HF(13.56MHz) combo HF RFID/NFC reader (iClass, HID Prox , ISO 15693, 14443 A/B, Mifare, and FeliCa™ compliant).
VII. Weight and dimensions vary from configurations and optional accessories.
VIII. MIL-STD-461 90W AC adapter sold separately.
IX. Tested by an independent third-party test lab following MIL-STD-810H.
X. Available when barcode reader option is selected.
XI. Fingerprint reader and HF RFID reader are mutually exclusive.
XII. Models require either embedded or standalone GPS module.
XIII. Gamber Johnson and Havis vehicle docks are e-mark certified.
XIV. Available with limited configurations and environment conditions.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

| | Vehicle Dock | Office Dock |
|---|---|---|
| Serial Port | 2 | 2 |
| External VGA | 1 | 1 |
| Microphone | 1 | 1 |
| Audio Output | 1 | 1 |
| DC in Jack | 1 | 1 |
| USB | 6 | 5 |
| LAN | 2 | 2 |
| HDMI 1.3 | 1 | 1 |
| RF Antenna Connector | 3 (GPS, WWAN, WLAN) | - |

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available specification shall be subjected to quotation by request.

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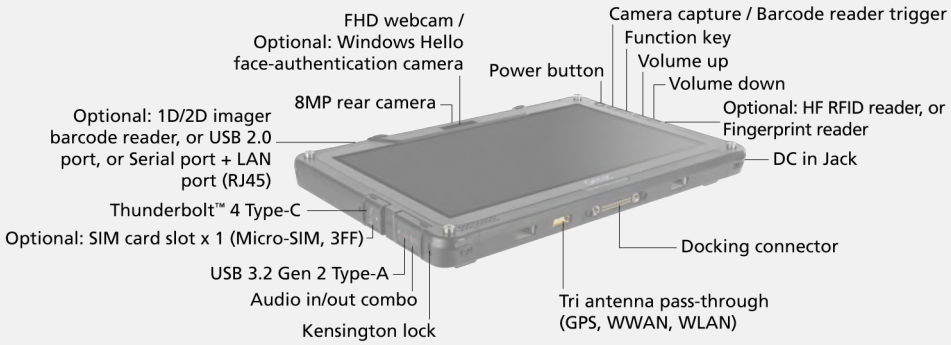
Windows 11 Getac recommends Windows 11 Pro for business

# F110 FULLY RUGGED TABLET

- 11th Generation Intel® Core™ i7 / i5 vPro™ Processor
- Thunderbolt™ 4 brings lightning speed and performance
- Enhanced enterprise security with optional Intel® vPro™, Windows Hello face-authentication camera, TPM 2.0 and many more multi-factor authentication options
- Configurable options to fit diverse data collection needs: Optional 1D/2D imager barcode reader / USB 2.0 port / Serial port + LAN port (RJ45)
- LifeSupport™ battery swappable technology



# F110 FULLY RUGGED TABLET

## SPECIFICATIONS

| | |
|---|---|
| **Operating System** | Windows 10 Pro<br>Windows 11 Pro |
| **Mobile Computing Platform Options** | Intel® Core™ i5-1135G7 Processor<br>Max. 4.2GHz with Intel® Turbo Boost Technology<br>- 8MB Intel® Smart Cache<br><br>**Platform options:**<br>Intel® Core™ i5-1145G7 vPro™ Processor<br>Max. 4.4GHz with Intel® Turbo Boost Technology<br>- 8MB Intel® Smart Cache<br><br>Intel® Core™ i7-1165G7 Processor<br>Max. 4.7GHz with Intel® Turbo Boost Technology<br>- 12MB Intel® Smart Cache<br><br>Intel® Core™ i7-1185G7 vPro™ Processor<br>Max. 4.8GHz with Intel® Turbo Boost Technology<br>- 12MB Intel® Smart Cache |
| **VGA Controller** | Intel® UHD Graphics |
| **Display** | 11.6" IPS TFT LCD FHD (1920 x 1080)<br>Protection film<br>1,000 nits LumiBond® display with Getac sunlight readable technology<br>Capacitive multi-touch screen |
| **Storage & Memory** | 8GB DDR4<br>Optional: 16GB / 32GB DDR4<br><br>256GB PCIe NVMe SSD<br>Optional: 512GB / 1TB / 2TB PCIe NVMe SSD |
| **Keyboard** | Power button<br>4 tablet programmable buttons |
| **Pointing Device** | Touchscreen<br>- Capacitive multi-touch screen<br>- Optional: Dual mode touchscreen (multi-touch and digitizer) |

# F110 FULLY RUGGED TABLET

| | |
|---|---|
| **Expansion Slots** | Optional: Smart card reader<br>Optional: 1D/2D imager barcode reader, or USB 2.0 port, or serial port + LAN (RJ45) [i]<br>Optional [ii]: HF RFID Reader, or Fingerprint Reader |
| **I/O Interface** | FHD webcam x 1 [iii]<br>8M pixels auto focus rear camera x 1<br>Audio in/out combo x 1<br>DC in Jack x 1<br>Thunderbolt™ 4 Type-C x 1<br>USB 3.2 Gen 2 Type-A x 1<br>Docking connector x 1<br>Optional: SIM card slot x 1 (Micro-SIM, 3FF)<br>Optional: Windows Hello face-authentication camera (front-facing) x 1 [iii]<br>Optional: RF antenna pass-through for GPS, WWAN and WLAN |
| **Communication Interface** | Intel® Wi-Fi 6 AX201, 802.11ax<br>Bluetooth (v5.2) [iv]<br>Optional: Dedicated GPS<br>Optional: 4G LTE mobile broadband with integrated GPS [v]<br>Optional: 10/100/1000 base-T Ethernet [i] (Occupies expansion slot) |
| **Security Features** | TPM 2.0<br>Kensington lock<br>Optional: Intel® vPro™ Technology<br>Optional: Windows Hello face-authentication camera (front-facing) [iii]<br>Optional: HF RFID Reader [vi, ii], or Smart Card Reader, or Fingerprint Reader [ii] |
| **Power** | AC adapter (90W,100-240VAC, 50/60Hz)<br>Li-ion battery (11.4V,typical 2680mAh;min. 2640mAh) x 2<br>LifeSupport™ battery swappable technology<br>Optional: High capacity Li-ion battery (11.1V, typical 4200mAh; min.4080mAh) x 2 |
| **Dimension (W x D x H) & Weigh** | 314 x 207 x 25mm (12.4" x 8.15" x 0.98")<br>1.52kg (3.35lbs) [vii] |
| **Rugged Features** | MIL-STD-810H certified<br>IP66 certified<br>MIL-STD-461G certified [viii]<br>Vibration & 6ft (1.8m) drop resistant<br>Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D) [ix] |

# F110 FULLY RUGGED TABLET

## Environmental Specifications

Temperature [x]:
- Operating: -29°C to 63°C / -20°F to 145°F
- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:
- 95% RH, non-condensing

## Pre-installed software

Getac Utility
Getac Camera
Getac Geolocation
Getac Barcode Manager [xi]
Optional: Absolute Persistence®

## Optional software

Getac Driving Safety Utility
Getac KeyWedge Barcode Reader Utility
Getac Device Monitoring System (GDMS)[xii]
Getac VGPS Utility [xiii]

## Accessories

Battery (11.4V, typical 2680mAh; min. 2640mAh)
AC adapter (90W, 100-240VAC, 50 / 60Hz)
Capacitive stylus with tether

**Optional:**
Carry bag
Battery (11.4V, typical 2680mAh; min. 2640mAh)
High capacity Li-ion battery (11.1V, typical 4200mAh; min.4080mAh)
Multi-Bay charger (Dual-Bay)
Multi-Bay charger (Eight-Bay)
AC adapter (90W, 100-240VAC, 50 / 60Hz)
Office dock AC adapter (90W, 100-240VAC)
MIL-STD-461 AC adapter (90W, 100-240VAC)
DC-DC vehicle adapter (120W, 11-32VDC)
Digitizer pen
Capacitive stylus with tether
Protection film
Hard handle
Hand strap
Shoulder strap (2-point)
Shoulder harness (4-point; handsfree)
Detachable keyboard
Vehicle cradle [xiv]
Vehicle dock [xiv]
Office dock
Spare SSD kit
100W Type-C adapter
Getac rugged keyboard

# F110 FULLY RUGGED TABLET

## Bumper-to-Bumper warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.
That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs. Bumper-to-Bumper is your hassle-free guarantee.
That means you can depend on us to have your unit back in service within days.

**Standard**
3 years Bumper-to-Bumper

---

I. 1D/2D imager barcode reader, or USB (USB 2.0) port, or Serial port + LAN are mutually exclusive options.
II. HF RFID reader and fingerprint reader are mutually exclusive options.
III. FHD webcam and optional Windows Hello face-authentication camera (front-facing) are mutually exclusive options.
IV. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
V. Units with 4G LTE option comes with an embedded SIM card slot.
VI. 13.56MHz HF RFID reader (ISO 15693, 14443 A/B, Mifare and FeliCa™ compliant).
VII. Weight and dimensions vary from configurations and optional accessories; optional high-capacity batteries add approx. 6mm (H), 0.24kg.
VIII. MIL-STD-461 90W AC adapter sold separately.
IX. Available with limited configurations and environment conditions.
X. Tested by an independent third-party test lab following MIL-STD-810H.
XI. Available when barcode reader option is selected.
XII. Only compatible with Windows 10.
XIII. Models require either embedded or standalone GPS module.
XIV. Gamber Johnson and Havis vehicle docks are e-mark certified.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

| | Vehicle Dock | Office Dock |
|---|---|---|
| Serial Port | 2 | 2 |
| External VGA | 1 | 1 |
| Microphone | 1 | 1 |
| Audio Output | 1 | 1 |
| DC in Jack | 1 | 1 |
| USB | 4 | 4 |
| LAN | 1 | 1 |
| HDMI | 1 | 1 |
| RF Antenna Connector | 3 (WWAN, WLAN, GPS) | - |

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available specification shall be subjected to quotation by request.

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Windows 11 Getac recommends Windows 11 Pro for business

# K120 FULLY RUGGED TABLET

- 11th Generation Intel® Core™ i7 / i5 vPro™ Processor
- 12.5" FHD LumiBond® display with Getac sunlight readable technology (1,200 nits) and capacitive touchscreen
- Enhanced enterprise security with optional Intel vPro, Windows Hello face-authentication camera, and multi-factor authentication options
- Multi-mode usage streamlined by extensive accessory selections
- LifeSupport™ battery swappable technology
- Thunderbolt™ 4 brings lightning speed and performance

# K120 FULLY RUGGED TABLET

## SPECIFICATIONS

| | |
|---|---|
| **Operating System** | Windows 10 Pro<br>Windows 11 Pro |
| **Mobile Computing Platform** | Intel® Core™ i5-1135G7 Processor<br>Max. 4.2GHz with Intel® Turbo Boost Technology<br>- 8MB Intel® Smart Cache<br><br>**Platform options:**<br>Intel® Core™ i5-1145G7 vPro™ Processor<br>Max. 4.4GHz with Intel® Turbo Boost Technology<br>- 8MB Intel® Smart Cache<br><br>Intel® Core™ i7-1165G7 Processor<br>Max. 4.7GHz with Intel® Turbo Boost Technology<br>- 12MB Intel® Smart Cache<br><br>Intel® Core™ i7-1185G7 vPro™ Processor<br>Max. 4.8GHz with Intel® Turbo Boost Technology<br>- 12MB Intel® Smart Cache |
| **VGA Controller** | Intel® Iris® Xᵉ Graphics [xv] |
| **Display** | 12.5" IPS TFT LCD FHD (1920 x 1080)<br>Protection film<br>1,200 nits LumiBond® display with Getac sunlight readable technology<br>Capacitive multi-touch screen |
| **Storage & Memory** | 16GB DDR4<br>Optional: 32GB / 64GB DDR4<br><br>256GB PCIe NVMe SSD<br>Optional: 512GB / 1TB / 2TB PCIe NVMe SSD |
| **Keyboard** | Power button<br>5 tablet programmable buttons |
| **Pointing Device** | Touchscreen<br>- Capacitive multi-touch screen<br>- Optional: Dual mode touchscreen (multi-touch and digitizer) |
| **Expansion Slots** | Optional: 1D/2D imager barcode reader<br>Optional: Serial port (9-pin; D-sub), or USB 2.0 port |

# K120 FULLY RUGGED TABLET

## I/O Interfaces

**Tablet**
FHD webcam x 1 [i]
8M pixels auto focus rear camera x 1
Audio in/out combo x 1
DC in Jack x 1
USB 3.2 Gen 2 Type-A x 1
Thunderbolt™ 4 x 1
LAN (RJ-45) x 1
HDMI 2.0 x 1
Docking connector x 2
Optional: SIM card slot x 1 (Micro-SIM, 3FF)
Optional: Windows Hello face-authentication camera (front-facing) x 1 [i]
Optional: RF antenna pass-through for GPS, WWAN and WLAN

**Optional keyboard dock:**
DC in Jack x 1
USB 3.2 Gen 1 Type-A x 3
LAN (RJ45) x 1
HDMI 2.0 x 1
Display port 1.2 x 1
Serial port (9-pin; D-sub) x 1
Optional: RF antenna pass-through for GPS, WWAN and WLAN

## Communication Interface

10/100/1000 base-T Ethernet
Intel® Wi-Fi 6 AX201, 802.11ax
Bluetooth (v5.2) [ii]
Optional: Dedicated GPS [iii]
Optional: 4G LTE mobile broadband with integrated GPS [iii, iv]

## Security Features

TPM 2.0
Kensington lock
Optional: Intel® vPro™ Technology
Optional: Smart card reader or HF RFID reader [v, vi] or Fingerprint reader [vii]

## Power

AC adapter (90W, 100-240VAC, 50/60Hz)
Li-ion battery (11.1V, typical 2100mAh; min. 2040mAh) x 2
LifeSupport™ battery swappable technology
Optional: High capacity Li-ion battery (14.4V, typical 3450mAh; min. 3300mAh) x 2

## Dimension (W x D x H) & Weight

**Tablet**
329.5 x 238 x 24mm (12.97" x 9.37" x 0.94")
1.7kg (3.75lbs) [viii]

**Tablet + Optional keyboard dock:**
340.5 x 307.5 x 47mm (13.40" x 12.10" x 1.85")
3.13kg (6.9lbs) [viii]

# K120 FULLY RUGGED TABLET

| | |
|---|---|
| **Rugged Features** | MIL-STD-810H certified<br>IP66 certified<br>MIL-STD-461G certified [ix]<br>Vibration & 6ft (1.8m) drop-resistant [x]<br>Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D) [xi] |
| **Environmental Specifications** | Temperature [xii]:<br>- Operating: -29°C to 63°C / -20°F to 145°F<br>- Storage: -51°C to 71°C / -60°F to 160°F<br>Humidity:<br>- 95% RH, non-condensing |
| **Pre-installed software** | Getac Utility<br>Getac Camera<br>Getac Geolocation<br>Getac Barcode Manager [xiii]<br>Optional: Absolute Persistence® |
| **Optional software** | Getac Driving Safety Utility<br>Getac KeyWedge Barcode Reader Utility<br>Getac Device Monitoring System (GDMS)[xvi]<br>Getac VGPS Utility [xvii] |

# K120 FULLY RUGGED TABLET

## Accessories

Battery (11.1V, typical 2100mAh; min. 2040mAh)
AC adapter (90W, 100-240VAC)
Capacitive stylus with tether

**Optional:**
Carry bag
Battery (11.1V, typical 2100mAh; min. 2040mAh)
High capacity Li-ion battery (14.4V, typical 3450mAh; min. 3300mAh)
Multi-Bay charger (Dual-Bay)
Multi-Bay charger (Eight-Bay)
AC adapter (90W, 100-240VAC)
Office dock AC adapter (120W, 100-240VAC)
MIL-STD-461 AC adapter (90W, 100-240VAC)
DC-DC vehicle adapter (120W, 11-32VDC)
Digitizer pen
Capacitive stylus with tether
Protection film
Hard handle
Rotating hand strap with kickstand
Shoulder strap (2-point)
Shoulder harness (4-point; handsfree)
Detachable keyboard
Vehicle cradle [xviii]
Keyboard dock
Vehicle dock [xiv, xviii]
Office dock
Spare SSD kit
100W Type-C adapter
Getac rugged keyboard

## Bumper-to-Bumper Warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.
That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs.
Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

**Standard**
3 years Bumper-to-Bumper

I. FHD webcam and optional Windows Hello face-authentication camera (front-facing) are mutually exclusive options.
II. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
III. Dedicated GPS is mutually exclusive with 4G LTE mobile broadband. Supports GPS and Glonass.
IV. Units with 4G LTE option comes with an embedded SIM card slot. .
V. 13.56MHz HF RFID/NFC reader (ISO 15693, 14443 A/B, Mifare and FeliCa™ compliant).
VI. LF/HF RFID reader option is not Energy Star 8.0 compliant.
VII. Smart card reader, HF RFID reader and Fingerprint scanner are mutually exclusive options.
VIII. Weight and dimensions vary from configurations and optional accessories; optional high capacity batteries add approx. 11mm (H), 0.20kg.
IX. MIL-STD-461 90W AC adapter sold separately.

X. Drop test results vary from configurations and optional accessories.
XI. Available with limited configurations and environment conditions.
XII. Tested by an independent third-party test lab following MIL-STD-810H.
XIII. Available when barcode reader option is selected.
XIV. Available for laptop and tablet mode.
XV. Units equipped with dual channel memory come with Intel® Iris® Xᵉ Graphics.
XVI. Only compatible with Windows 10.
XVII. Models require either embedded or standalone GPS module.
XVIII. Gamber Johnson and Havis vehicle docks are e-mark certified.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

| | Vehicle Dock for Tablet Mode | Vehicle Dock for Laptop Mode | Office Dock for Tablet Mode | Office Dock for Laptop Mode |
|---|---|---|---|---|
| Serial Port | 1 | 1 | 1 | 1 |
| VGA | 1 | 1 | 1 | 1 |
| Microphone | - | - | 1 | 1 |
| Audio Output | - | - | 1 | 1 |
| DC in Jack | 1 | 1 | 1 | 1 |
| USB | USB 2.0 x 3 USB 3.2 Gen 1 x 3 | USB 2.0 x 3 USB 3.2 Gen 1 x 3 | USB 2.0 x 2 USB 3.2 Gen 1 x 3 | USB 2.0 x 2 USB 3.2 Gen 1 x 3 |
| LAN | 2 | 2 | 2 | 2 |
| HDMI 2.0 | 1 | 1 | 1 | 1 |
| RF Antenna Connector | 3 (WWAN, WLAN, GPS) | 3 (WWAN, WLAN, GPS) | - | - |
| Kensington Lock | 1 | 1 | 1 | 1 |

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Windows 11 Getac recommends Windows 11 Pro for business

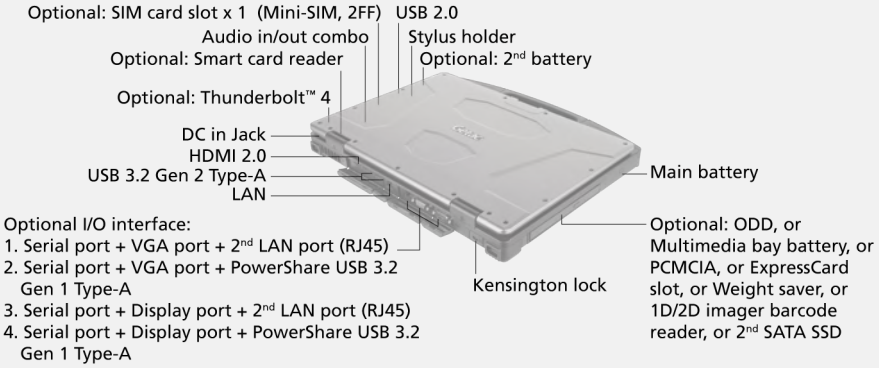
# S410 SEMI RUGGED NOTEBOOK

- 11th Generation Intel® Core™ i7 / i5 vPro™ Processor
- Optional Windows Hello face-authentication camera with IR sensor and fingerprint dual biometric authentication
- Thunderbolt™ 4 brings lightning speed and performance
- Greater flexibility and I/O options
- Wider range of operating temperatures of -29°C ~ 63°C (-20°F ~ 145°F)

CERTIFIED MIL-STD 810H

INGRESS PROTECTION IP53

3′ Drop



# S410 SEMI RUGGED NOTEBOOK

## SPECIFICATIONS

| | |
|---|---|
| **Operating System** | Windows 10 Pro<br>Windows 11 Pro |
| **Mobile Computing Platform** | Intel® Core™ i3-1115G4 Processor<br>Max. 4.1GHz with Intel® Turbo Boost Technology<br>- 6MB Intel® Smart Cache<br><br>**Platform Options:**<br>Intel® Core™ i5-1135G7 Processor<br>Max. 4.2GHz with Intel® Turbo Boost Technology<br>- 8MB Intel® Smart Cache<br><br>Intel® Core™ i5-1145G7 vPro™ Processor<br>Max. 4.4GHz with Intel® Turbo Boost Technology<br>- 8MB Intel® Smart Cache<br><br>Intel® Core™ i7-1165G7 Processor<br>Max. 4.7GHz with Intel® Turbo Boost Technology<br>- 12MB Intel® Smart Cache<br><br>Intel® Core™ i7-1185G7 vPro™ Processor<br>Max. 4.8GHz with Intel® Turbo Boost Technology<br>- 12MB Intel® Smart Cache |
| **VGA Controller** | Intel® Iris® Xᵉ Graphics (i5/i7) [xvii]<br>Intel® UHD Graphics (i3)<br>Optional: NVIDIA® GeForce® GTX 1650 4GB discrete graphic controller [ii, iii, iv] |
| **Display** | 14" TFT LCD HD (1366 x 768)<br>Protection film<br>1,000 nits LumiBond® display with Getac sunlight readable technology<br>Optional: 14" TFT LCD HD (1366 x 768)<br>1,000 nits LumiBond® display with Getac sunlight readable technology and capacitive multi-touch screen<br>Optional: 14" IPS TFT LCD FHD (1920 x 1080)<br>1,000 nits LumiBond® display with Getac sunlight readable technology and capacitive multi-touch screen |
| **Storage & Memory** | 8GB DDR4<br>Optional: 16GB / 32GB / 64GB DDR4<br><br>256GB PCIe NVMe SSD<br>Optional: 512GB / 1TB / 2TB PCIe NVMe SSD<br>Optional: Multimedia bay 2nd storage: 256GB / 512GB / 1TB SATA SSD [iii] |

# S410 SEMI RUGGED NOTEBOOK

| | |
|---|---|
| **Keyboard** | LED backlit membrane keyboard |
| **Pointing Device** | Touchscreen<br>- Optional: Capacitive multi-touch screen<br>Touchpad<br>- Glide touchpad with multi-touch |
| **Expansion Slots** | Optional: Smart card reader x 1 |
| **Multimedia Bay** | Weight saver<br>Optional: 1D/2D imager barcode reader [iii]<br>Optional: PCMCIA Type II [iii]<br>Optional: ExpressCard/34 / 54 [i,iii, vi]<br>Optional: DVD super multi drive [iii,v]<br>Optional: Multimedia bay battery [iii,v]<br>Optional: Blu-Ray super multi drive [iii,v]<br>Optional: 2nd storage [iii,v] |
| **I/O Interface** | Audio in/out combo x 1<br>DC in Jack x 1<br>USB 2.0 x 1<br>USB 3.2 Gen 2 Type-A x 2<br>Optional: Thunderbolt™ 4 x 1<br>LAN (RJ45) x 1<br>HDMI 2.0 x 1<br>Docking connector x 1<br>Optional: FHD webcam x 1<br>Optional: SIM card slot x 1 (Mini-SIM, 2FF)<br>Optional: Windows Hello Face-authentication Camera (front-facing) x 1<br>Optional: RF Antenna Pass-through for GPS, WWAN and WLAN<br><br>**Configurable I/O options [vi]:**<br>1. Serial port (9-pin; D-sub) + VGA port (15-pin; D-sub) + 2nd LAN (RJ45)<br>2. Serial port (9-pin; D-sub) + VGA port (15-pin; D-sub) + PowerShare USB 3.2 Gen 1 Type-A<br>3. Serial port (9-pin; D-sub) + Display port + 2nd LAN (RJ45)<br>4. Serial port (9-pin; D-sub) + Display port + PowerShare USB 3.2 Gen 1 Type-A |
| **Communication Interface** | 10/100/1000 base-T Ethernet<br>Intel® Wi-Fi 6 AX201, 802.11ax<br>Bluetooth (v5.2) [vii]<br>Optional: Dedicated GPS [viii]<br>Optional: 4G LTE mobile broadband with integrated GPS [viii,ix] |

# S410 SEMI RUGGED NOTEBOOK

| | |
|---|---|
| **Security Features** | TPM 2.0<br>Kensington lock<br>Optional: Intel® vPro™ Technology<br>Optional: HF RFID reader [vi, ix]<br>Optional: Fingerprint Reader<br>Optional: Smart card reader<br>Optional: Windows Hello Face-authentication<br>Camera(frontfacing) x 1 |
| **Power** | AC adapter (90W, 100-240VAC, 50/60Hz)<br>Li-ion battery (10.8V, typical 6900mAh; min. 6600mAh)<br>Optional: AC adapter (120W, 100-240VAC, 50/60Hz) [ii]<br>Optional: Multimedia bay battery (11.1V, typical 4200mAh; min. 3980mAh) [ii]<br>Optional: 2nd battery (10.8V, typical 6900mAh; min. 6600mAh) |
| **Dimensions & Weight** | 350 x 293 x 38.5mm (13.8" x 11.5" x 1.5")<br>2.38kg (5.25lbs) [xi] |
| **Rugged Features** | MIL-STD-810H certified<br>IP53 certified<br>Splash resistant keyboard<br>Vibration & 3ft (0.9m) drop resistant [xii]<br>Sealed ports and connectors<br>Shock-protected removable SSD |
| **Environmental Specifications** | Temperature [xiii] :<br>- Operating: -29°C to 63°C / -20°F to 145°F [xiv]<br>- Storage: -51°C to 71°C / -60°F to 160°F<br>Humidity:<br>- 95% RH, non-condensing |
| **Pre-installed Software** | Getac Utility<br>Getac Geolocation<br>Getac Barcode Manager [xv]<br>Optional: Absolute Persistence® |
| **Optional software** | Getac Driving Safety Utility<br>Getac Device Monitoring System (GDMS) [xviii]<br>Getac VGPS Utility [xix] |

# S410 SEMI RUGGED NOTEBOOK

## Accessories

Battery (10.8V, typical 6900mAh; min. 6600mAh)
AC adapter (90W, 100-240VAC, 50/60Hz)
Capacitive stylus with tether

**Optional:**
Carry bag
Battery (10.8V, typical 6900mAh; min. 6600mAh)
Multimedia 2nd SSD [iii]
Multimedia bay battery (11.1V, tpyical 4200mAh; min. 3980mAh) [iii]
Multi-Bay charger (Dual-Bay)
Multi-Bay charger (Eight-Bay)
AC adapter (120W, 100-240VAC, 50/60Hz) [ii]
DC-DC vehicle adapter (120W, 11-32VDC)
Capacitive stylus with tether
Protection film
Vehicle cradle [xx]
Vehicle dock [xx]
Office dock
100W Type-C adapter [xvi]

## Warranty

Nothing says quality like a manufacturer standing behind their product. We've designed the notebook from the inside out to survive drops, shocks, spills, vibration and more. We're confident in our quality and that's why it comes standard with the industry leading 3 years warranty. It's the peace-of-mind protection of knowing you're covered.

**Standard**
3 years limited warranty

I. Factory option. Not user swappable.
II. 120W AC adapter is used for office dock and for device configured with discrete graphics card.
III. NVIDIA® GeForce® GTX 1650 4GB discrete graphics controller, PCMCIA, Blu-Ray, DVD super multi drive, Express card, Multimedia bay battery, 1D/2D imager barcode reader and 2nd storage are mutually exclusive options.
IV. NVIDIA® GeForce® GTX 1650 4GB discrete graphics controller is required to configure with Intel® Core™ i5/i7 processor, Dual battery, FHD LCD display with capacitive multi-touch screen, and 120W AC adapter.
V. Trained user swappable.
VI. HF RFID reader and express card are mutually exclusive.
VII. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
VIII. Dedicated GPS is mutually exclusive with 4G LTE mobile broadband. Supports GPS and Glonass.
IX. Units with 4G LTE option comes with an embedded SIM card slot.
X. 13.56MHz HF RFID/NFC reader (ISO 15693, 14443 A/B, Mifare and FeliCa™ compliant).
XI. Weight and dimensions vary from configurations and optional accessories.
XII. Drop test results vary from configurations and optional accessories.
XIII. Tested by an independent third-party test lab following MIL-STD-810H.
XIV. For S410 optional DVD super-multi drive, the operating temperature is -10°C to 60°C / 14°F to 140°F.
XV. Available when barcode reader option is selected.
XVI. Do not support the configurations with discrete graphics card.
XVII. Units equipped with dual channel memory come with Intel® Iris® Xe Graphics.
XVIII. Only compatible with Windows 10.
XIX. Models require either embedded or standalone GPS module.
XX. Havis vehicle dock is e-mark certified.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

| | Vehicle Dock | Office Dock |
|---|---|---|
| Serial Port | 1 | 1 |
| External VGA | 1 | 1 |
| Microphone | 1 | 1 |
| Audio Output | 1 | 1 |
| DC in Jack | 1 | 1 |
| USB | 4 | USB 3.0 x 1 USB 2.0 x 3 |
| LAN | 1 | 1 |
| HDMI 2.0 | 1 | 1 |
| RF Antenna Connector | 3 (WWAN, WLAN, GPS) | - |

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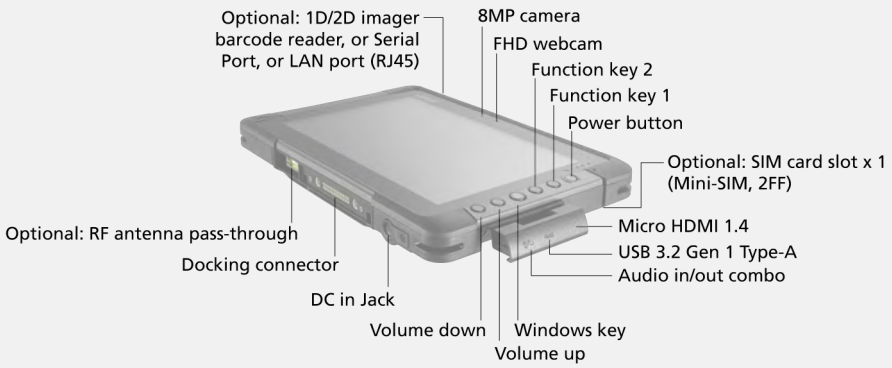
available specification shall be subjected to quotation by request.

Getac

Windows 10 Getac recommends Windows 10 Pro for business

# T800 FULLY RUGGED TABLET

- 8.1" HD LumiBond® display for better viewing experience
- Getac proprietary SnapBack add-on featuring smart card and contactless RFID reader combo or 2nd expanded battery
- Choice of 1D/2D imager barcode reader, Serial port and LAN port (RJ45)
- MIL-STD-810H and IP65 certified
- Enhanced enterprise security with TPM2.0, Windows disk encryption



# T800 FULLY RUGGED TABLET

## SPECIFICATIONS

| | |
|---|---|
| **Operating System** | Windows 10 Pro |
| **Mobile Computing Platform** | Intel® Atom Processor x7-Z8750 1.6GHz,<br>burst up to 2.56GHz<br>- 2MB Cache |
| **VGA Controller** | Intel® HD Graphics |
| **Display** | 8.1" IPS TFT LCD WXGA (1280 x 800)<br>Protection film<br>600 nits LumiBond® display with Getac sunlight readable technology |
| **Storage & Memory** | 4GB LPDDR3<br>Optional: 8GB LPDDR3<br>128GB eMMC<br>Optional: 256GB eMMC |
| **Keyboard** | Power button<br>5 tablet programmable buttons |
| **Pointing Device** | Touchscreen<br>- Capacitive multi-touch screen<br>- Optional: Dual mode touchscreen (multi-touch and digitizer) |
| **Expansion Slots** | Optional: 1D/2D imager barcode reader, Serial port, Ethernet [i]<br>Optional: SnapBack add-on: Smart card and HF RFID/NFC reader combo [ii]<br>Optional: SnapBack add-on: 2nd expanded battery [ii]<br>Optional: SnapBack add-on: Smart card and magnetic stripe reader [ii] |
| **I/O Interface** | FHD webcam x 1<br>8M pixels auto focus rear camera x 1<br>Audio in/out combo x 1<br>DC in Jack x 1<br>USB 3.2 Gen 1 Type-A x 1<br>Micro HDMI 1.4 x 1<br>Docking connector x 1<br>Optional: SIM card slot x 1 (Mini-SIM, 2FF)<br>Optional: RF antenna pass-through for GPS, WWAN and WLAN |

# T800 FULLY RUGGED TABLET

| | |
|---|---|
| **Communication Interface** | Intel® Wi-Fi 6 AX200, 802.11ax<br>Bluetooth (v5.2) [iii]<br>Optional: Dedicated GPS<br>Optional: 4G LTE mobile broadband [iv]<br>Optional: 10/100/1000 base-T Ethernet (Occupies expansion slot) |
| **Security Features** | TPM 2.0<br>Optional: SnapBack add-on: Smart card and HF RFID/NFC combo reader [v]<br>Optional: SnapBack add-on: Smart card and magnetic stripe reader |
| **Power** | AC adapter (65W, 100-240VAC, 50/60Hz)<br>Li-ion battery (7.4V, typical 4200mAh; min. 4080mAh)<br>LifeSupport™ battery swappable technology (only with SnapBack 2nd expanded battery) |
| **Dimension (W x D x H) & Weight** | 227 x 151 x 24 mm (8.93" x 5.94" x 0.94")<br>0.88kg (1.94 lbs) [vi] |
| **Rugged Features** | MIL-STD-810H certified<br>IP65 certified<br>MIL-STD-461G certified<br>Vibration & 6ft (1.8m) drop resistant [vii]<br>Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D) [viii] |
| **Environmental Specifications** | Temperature [ix]:<br>- Operating: -21°C to 50°C / -6°F to 122°F<br>- Storage: -51°C to 71°C / -60°F to 160°F<br>Humidity:<br>- 95% RH , non-condensing |
| **Pre-installed software** | Getac Utility<br>Getac Camera<br>Getac Barcode Manager [x]<br>Optional: Absolute Persistence® |
| **Optional software** | Getac Driving Safety Utility<br>Getac KeyWedge Barcode Reader Utility<br>Getac Device Monitoring System (GDMS)<br>Getac VGPS Utility [xi] |

## Accessories

Battery (7.4V, typical 4200mAh; min. 4080mAh)
AC adapter (65W, 100-240VAC)
Capacitive stylus with tether

**Optional:**
Carry bag
Battery (7.4V, typical 4200mAh; min. 4080mAh)
2nd expanded battery (14.4V, 2100mAh)
Multi-Bay charger (Dual-Bay)
Multi-Bay expanded battery dock with adapter (Six-Bay)
Multi-Bay charger (Eight-Bay)
AC adapter (65W, 100-240VAC)
Office dock AC adapter (90W, 100-240VAC)
MIL-STD-461 AC adapter (90W, 100-240VAC)
DC-DC vehicle adapter (120W, 11-32VDC)
Digitizer pen
Capacitive stylus with tether
Protection film
Hand strap
Shoulder strap (2-point)
Wrist strap
Vehicle cradle [xii]
Vehicle dock [xii]
Office dock

## Bumper-to-Bumper warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.
That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs.
Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

**Standard**
3 years Bumper-to-Bumper

I. 1D/2D imager barcode reader, Serial port, and Ethernet, are mutually exclusive options.
II. All snapBack add-ons are mutually exclusive options.
III. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
IV. Units with 4G LTE option comes with an embedded SIM card slot.
V. 13.56MHz HF RFID/NFC reader (ISO 15693, 14443 A/B, Mifare and FeliCa™ compliant).
VI. Weight and dimensions vary from configurations and optional accessories.
VII. Drop test results vary from configurations and optional accessories.
VIII. Available with limited configurations and environment coditions.
IX. Tested by an independent third-party test lab following MIL-STD-810H.
X. Available with limited configurations.
XI. Available when barcode reader option is selected.
XII. Models require either embedded or standalone GPS module.
XIII. Havis vehicle dock is e-mark certified.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

| | Vehicle Dock | Office Dock |
|---|---|---|
| Serial Port | 1 | - |
| External VGA | - | 1 |
| Microphone | 1 | 1 |
| Audio Output | 1 | 1 |
| DC in Jack | 1 | 1 |
| USB | 2 | 4 |
| LAN | 1 | 1 |
| HDMI 1.4 | - | 1 |
| RF Antenna Connector | 3 (WWAN, WLAN, GPS) | - |

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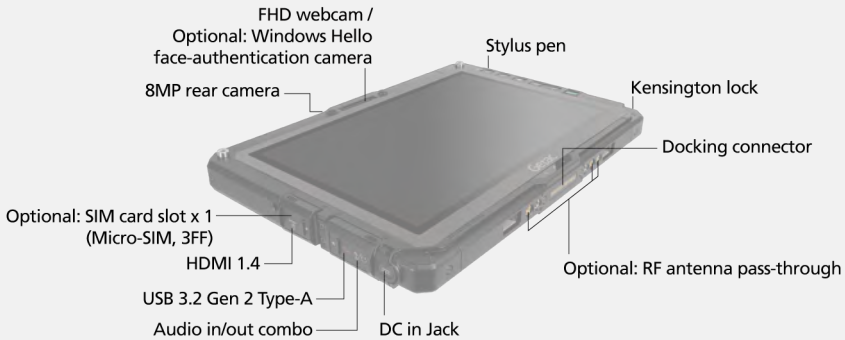
available specification shall be subjected to quotation by request.

Getac

Windows 11 Getac recommends Windows 11 Pro for business

# UX10 FULLY RUGGED TABLET

- 10th Generation Intel® Core™ i7 / i5 Processor
- 10.1" FHD LumiBond® display with Getac sunlight readable technology (1,000 nits) and capacitive touchscreen
- Enhanced enterprise security with optional Intel vPro, Windows Hello face-authentication camera and multi-factor authentication options
- Detachable keyboard & multi-funtional hard handle for on-the-job flexibility
- Multiple configurable options to fit diverse usage scenarios



# UX10 FULLY RUGGED TABLET

## SPECIFICATIONS

| | |
|---|---|
| **Operating System** | Windows 10 Pro<br>Windows 11 Pro |
| **Mobile Computing Platform** | Intel® Core™ i5-10210U Processor 1.6GHz<br>Max. 4.2GHz with Intel® Turbo Boost Technology<br>- 6MB Intel® Smart Cache<br><br>**Platform options:**<br>Intel® Core™ i5-10310U, vPro Processor 1.7GHz<br>Max. 4.4GHz with Intel® Turbo Boost Technology<br>- 6MB Intel® Smart Cache<br><br>Intel® Core™ i7-10510U Processor 1.8GHz<br>Max. 4.9GHz with Intel® Turbo Boost Technology<br>- 8MB Intel® Smart Cache<br><br>Intel® Core™ i7-10610U vPro Processor 1.8GHz<br>Max. 4.9GHz with Intel® Turbo Boost Technology<br>- 8MB Intel® Smart Cache |
| **VGA Controller** | Intel® UHD Graphics |
| **Display** | 10.1" IPS TFT LCD WUXGA (1920 x 1200)<br>Protection film<br>1,000 nits LumiBond® display with Getac sunlight readable technology<br>Capacitive multi-touch screen |
| **Storage & Memory** | 8GB DDR4<br>Optional 16GB/32GB DDR4<br>256GB PCIe NVMe SSD<br>Optional: 512GB / 1TB PCIe NVMe SSD |
| **Keyboard** | Power button<br>5 tablet programmable buttons |
| **Pointing Device** | Touchscreen<br>– Capacitive multi-touch screen<br>– Optional dual mode touchscreen (multi-touch and digitizer) |

# UX10 FULLY RUGGED TABLET

| | |
|---|---|
| **Expansion Slots** | Optional (top side): 1D/2D imager barcode reader, or Serial port, or USB 3.2 Gen 1 Type-A port, or USB 3.2 Gen 1 Type-C port, or LAN port (RJ45), or VGA port i, or HF RFID reader [ii]<br>Optional (right side): Fingerprint reader, or Serial port + LAN port (RJ-45) iii, or HF RFID reader [ii]<br>Optional (back side): Smart card reader, or Bridge battery, or Bridge battery + Smart card reader [iv] |
| **I/O Interface** | FHD webcam x 1 [v]<br>8M pixels auto focus rear camera x 1<br>Audio in/out combo x 1<br>DC in Jack x 1<br>USB 3.2 Gen 2 Type-A x 1<br>HDMI 1.4 x 1<br>Docking connector x 1<br>Optional: SIM card slot x 1 (Micro-SIM, 3FF)<br>Optional: Windows Hello face-authentication camera (front-facing) x 1 [v]<br>Optional: RF antenna pass-through for GPS, WWAN and WLAN |
| **Communication Interface** | Intel® Wi-Fi 6 AX200, 802.11ax<br>Bluetooth (v5.1) [vi]<br>Optional: Dedicated GPS [vii]<br>Optional: 4G LTE mobile broadband with integrated GPS [vii,viii]<br>Optional: 10/100/1000 base-T Ethernet |
| **Security Features** | TPM 2.0<br>Kensington lock<br>Optional: Intel® vPro™ Technology<br>Optional: HF RFID reader [ii]<br>Optional: Fingerprint reader [iii]<br>Optional: Smart card reader [iv] |
| **Power** | AC adapter (65W, 100-240VAC, 50/60 Hz)<br>Li-ion battery (11.1V, typical 4200mAh; min. 4080mAh) x 1<br>Optional: High capacity Li-ion battery (10.8V, 9240mAh) x 1<br>Optional: Bridge battery [iv] |
| **Dimension (W x D x H) & Weigh** | 276.8 x 194.5 x 23.5 mm (10.89□ x 7.65□ x 0.92□)<br>1.22kg (2.68lbs) [ix] |
| **Rugged Feature** | MIL-STD-810H certified<br>IP65 certified<br>MIL-STD-461G certified [x]<br>Vibration & 6ft (1.8m) drop resistant [xi]<br>Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D) [xvi]<br>Optional: Salt fog certified |

# UX10 FULLY RUGGED TABLET

| | |
|---|---|
| **Environmental Specification** | Temperature [xii]:<br>– Operating: -29°C to 63°C / -20°F to 145°F<br>– Storage: -51°C to 71°C / -60°F to 160°F<br>Humidity:<br>– 95% RH , non-condensing |
| **Pre-installed software** | Getac Utility<br>Getac Camera<br>Getac Geolocation<br>Getac Barcode Manager [xiii]<br>Optional: Absolute Persistence® |
| **Optional software** | Getac Driving Safety Utility<br>Getac KeyWedge Barcode Reader Utility<br>Getac Device Monitoring System (GDMS)<br>Getac VGPS Utility [xiv] |
| **Accessories** | Battery (11.1V, typical 4200mAh; min. 4080mAh)<br>AC adapter (65W, 100-240VAC)<br>Capacitive stylus with tether<br><br>**Optional:**<br>Carry bag<br>Folio case<br>Battery (11.1V, typical 4200mAh; min. 4080mAh)<br>High capacity Li-ion battery (10.8V, 9240 mAh)<br>Multi-Bay charger (Dual-Bay)<br>Multi-Bay charger (Eight-Bay)<br>AC adapter (65W, 100-240VAC)<br>Office dock AC adapter (90W, 100-240VAC)<br>MIL-STD-461 AC adapter (90W, 100-240VAC)<br>DC-DC vehicle adapter (120W, 11-32VDC)<br>Digitizer pen<br>Capacitive stylus with tether<br>Protection film<br>Hand strap<br>Shoulder strap (2-point)<br>Shoulder harness (4-point; handsfree)<br>Detachable keyboard<br>Vehicle cradle [xv]<br>Keyboard dock<br>Vehicle dock [xv]<br>Office dock<br>100W Type-C adapter<br>Getac rugged keyboard |

# UX10 FULLY RUGGED TABLET

**Bumper-toBumper warranty**

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.
That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs.
Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

**Standard**
3 years Bumper-to-Bumper

I. 1D/2D imager barcode reader, Serial port, USB 3.2 Gen 1 Type-A port, USB 3.2 Gen 1 Type-C port, LAN port (RJ45) and VGA port are mutually exclusive options.
II. 13.56MHz contactless HF RFID reader (ISO 15693, 14443 A/B, Mifare and FeliCa™ compliant).
III. Fingerprint scanner, HF RFID reader and Serial port + LAN port (RJ45) are mutually exclusive options.
IV. Smart card reader, Bridge battery and Bridge battery + Smart card reader are mutually exclusive options.
V. FHD webcam and optional Windows Hello face-authentication camera (front-facing) are mutually exclusive options.
VI. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
VII. Supports GPS and Glonass.
VIII. Units with 4G LTE option come with an embedded SIM card slot.
IX. Weight and dimensions vary from configurations and optional accessories.
X. MIL-STD-461 90W AC adapter sold separately.
XI. Drop test results vary from configurations and optional accessories.
XII. Tested by an independent third-party test lab following MIL-STD-810H.
XIII. Available when barcode reader option is selected.
XIV. Models require either embedded or standalone GPS module.
XV. Gamber Johnson and Havis vehicle docks are e-mark certified.
XVI. Available with limited configurations and environment conditions.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

| | Vehicle Dock | Office Dock |
|---|---|---|
| Serial Port | 1 | 1 |
| External VGA | - | 1 |
| Microphone | - | 1 |
| Audio Output | - | 1 |
| DC in Jack | 1 | 1 |
| USB | USB 2.0 x 2 USB 3.2 Gen 1 x 2 | USB 2.0 x 2 USB 3.2 Gen 1 x 2 |
| LAN | 1 | 1 |
| HDMI 1.4 | - | 1 |
| RF Antenna Connector | 3 (WWAN, WLAN, GPS) | - |
| Kensington Lock | 1 | 1 |

# UX10 FULLY RUGGED TABLET

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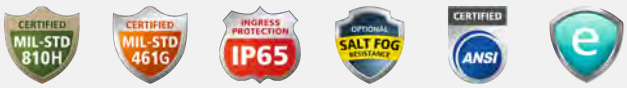
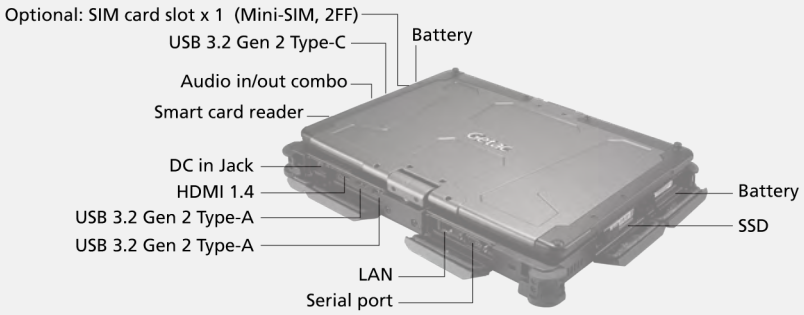
Windows 11 Getac recommends Windows 11 Pro for business

# V110 FULLY RUGGED NOTEBOOK

- Enhanced enterprise security with optional Intel vPro, Windows disk encryption, TPM 2.0 and many more multi-factor authentication options
- 10th Generation Intel® Core™ i7 / i5 vPro™ Processor
- 11.6'' LumiBond® display with Getac sunlight readable technology and capacitive touchscreen
- LifeSupport™ battery swappable technology
- Optional dual mode touchscreen (multi-touch and digitizer)



# V110 FULLY RUGGED NOTEBOOK

## SPECIFICATIONS

| | |
|---|---|
| **Operating System** | Windows 10 Pro<br>Windows 11 Pro |
| **Mobile Computing Platform** | Intel® Core™ i5-10210U Processor 1.6GHz<br>Max. 4.2GHz with Intel® Turbo Boost Technology<br>- 6MB Intel® Smart Cache<br><br>**Platform options:**<br>Intel® Core™ i5-10310U vPro™ Processor 1.7GHz<br>Max. 4.4GHz with Intel® Turbo Boost Technology<br>- 6MB Intel® Smart Cache<br><br>Intel® Core™ i7-10510U Processor 1.8GHz<br>Max. 4.9GHz with Intel® Turbo Boost Technology<br>- 8MB Intel® Smart Cache<br><br>Intel® Core™ i7-10610U vPro™ Processor 1.8GHz<br>Max. 4.9GHz with Intel® Turbo Boost Technology<br>- 8MB Intel® Smart Cache |
| **VGA Controller** | Intel® UHD Graphics |
| **Display** | 11.6" IPS TFT LCD FHD (1920 x 1080)<br>Protection film<br>800 nits LumiBond® display with Getac sunlight readable technology<br>Capacitive multi-touch screen |
| **Storage & Memory** | 8GB DDR4<br>Optional: 16GB / 32GB / 64GB DDR4<br><br>256GB PCIe NVMe SSD<br>Optional: 512GB / 1TB SSD PCIe NVMe SSD |
| **Keyboard** | LED backlit membrane keyboard<br>Optional: Rubber keyboard<br>Power button<br>5 tablet programmable buttons |
| **Pointing Device** | Touchscreen<br>- Capacitive multi-touch screen<br>- Optional: Dual mode touchscreen (multi-touch and digitizer)<br><br>Touchpad<br>- Glide touchpad with left-click and right-click buttons |

# V110 FULLY RUGGED NOTEBOOK

| | |
|---|---|
| **Expansion Slots** | Smart card reader x 1 [i]<br>Optional: 1D/2D imager barcode reader [i] |
| **I/O Interface** | FHD webcam x 1 [ii]<br>Audio in/out combo x 1<br>DC in Jack x 1<br>USB 3.2 Gen 2 Type-C x 1<br>USB 3.2 Gen 2 Type-A x 2<br>LAN (RJ45) x 1<br>HDMI 1.4 x 1<br>Serial port (9-pin; D-sub) x 1<br>Docking connector x 1<br>Optional: SIM card slot x 1 (Mini-SIM, 2FF)<br>Optional: Windows Hello face-authentication camera (front-facing) x 1 [ii]<br>Optional: RF antenna pass-through for GPS, WWAN and WLAN<br>Optional: 8M pixels auto focus rear camera x 1 |
| **Communication Interface** | 10/100/1000 base-T Ethernet<br>Intel® Wi-Fi 6 AX200, 802.11ax<br>Bluetooth (v5.2) [iii]<br>Optional: Dedicated GPS<br>Optional: 4G LTE mobile broadband [iv] |
| **Security Features** | TPM 2.0<br>Kensington lock<br>Optional: Intel® vPro™ Technology<br>Optional: HF RFID reader and Smart card reader [v]<br>Optional: Fingerprint reader |
| **Power** | AC adapter (65W, 100-240VAC, 50/60Hz)<br>Li-ion battery (11.1V, typical 2100mAh; min. 2040mAh) x 2<br>LifeSupport™ battery swappable technology |
| **Dimension (W x D x H) & Weigh** | 313 x 238 x 39mm (12.32" x 9.37" x 1.53")<br>2.1kg (4.63lbs) [vi] |
| **Rugged Features** | MIL-STD-810H certified<br>IP65 certified<br>MIL-STD-461G certified [vii]<br>Vibration & 4ft (1.2m) drop resistant [viii]<br>Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D) [ix]<br>Optional: Salt fog certified |

# V110 FULLY RUGGED NOTEBOOK

| | |
|---|---|
| **Environmental Specifications** | Temperature [x]:<br>- Operating: -29°C to 63°C / -20°F to 145°F<br>- Storage: -51°C to 71°C / -60°F to 160°F<br>Humidity:<br>- 95% RH, non-condensing |
| **Pre-installed software** | Getac Utility<br>Getac Camera<br>Getac Geolocation<br>Getac Barcode Manager [xi]<br>Optional: Absolute Persistence® |
| **Optional software** | Getac Driving Safety Utility<br>Getac Device Monitoring System (GDMS)<br>Getac VGPS Utility [xii] |
| **Accessories** | Battery (11.1V, typical 2100mAh; min. 2040mAh)<br>AC adapter (65W, 100-240VAC)<br>Capacitive stylus with tether<br><br>**Optional:**<br>Carry bag<br>Battery (11.1V, typical 2100mAh; min. 2040mAh)<br>Multi-Bay charger (Dual-Bay)<br>Multi-Bay charger (Eight-Bay)<br>AC adapter (65W, 100-240VAC)<br>Office dock AC adapter (90W, 100-240VAC)<br>MIL-STD-461 AC adapter (90W, 100-240VAC)<br>DC-DC vehicle adapter (120W, 11-32VDC)<br>Digitizer pen<br>Capacitive stylus with tether<br>Protection film<br>Hard handle<br>X strap<br>Shoulder strap (2-point)<br>Vehicle cradle [xiii]<br>Vehicle dock [xiii]<br>Office dock<br>Spare SSD kit<br>100W Type-C adapter<br>Getac rugged keyboard |

# V110 FULLY RUGGED NOTEBOOK

## Bumper-to-Bumper warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.
That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs.
Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

**Standard**
3 years Bumper-to-Bumper

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I. Smart card reader, Optional 1D/2D imager barcode reader are mutually exclusive options.
II. FHD webcam and optional Windows Hello face-authentication camera (front-facing) are mutually exclusive options.
III. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
IV. Units with 4G LTE option come with an embedded SIM card slot.
V. 13.56MHz contactless HF RFID/NFC reader (ISO 15693, 14443 A/B, Mifare and FeliCa™ compliant).
VI. Weight and dimensions vary from configurations and optional accessories.
VII. MIL-STD-461 90W AC adapter sold separately.
VIII. Drop test results vary from configurations and optional accessories.
IX. Available with limited configurations and environment conditions.
X. Tested by an independent third-party test lab following MIL-STD-810H.
XI. Available when barcode reader option is selected.
XII. Models require either embedded or standalone GPS module.
XIII. Gamber Johnson and Havis vehicle docks are e-mark certified.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

| | Vehicle Dock | Office Dock |
|---|---|---|
| Serial Port | 2 | 2 |
| External VGA | 1 | 1 |
| Microphone | 1 | 1 |
| Audio Output | 1 | 1 |
| DC in Jack | 1 | 1 |
| USB | 4 | 4 |
| LAN | 1 | 1 |
| HDMI | 1 | 1 |
| RF Antenna Connector | 3 (WWAN, WLAN, GPS) | - |

**Getac USA**

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Information provided herewith is for reference only,
available specification shall be subjected to quotation by request.

Getac

Windows 10 Getac recommends Windows 10 Pro for business

# X500 FULLY RUGGED NOTEBOOK

- Intel® Core™ i7-7820EQ Processor
- 15.6" TFT LCD FHD with Getac QuadraClear® sunlight readable display
- Optional NVIDIA® Quadro® P2000 4GB discrete graphics controller
- Multimedia bay & PCI/PCIe 3.0 expansion unit

# X500 FULLY RUGGED NOTEBOOK

## SPECIFICATIONS

| | |
|---|---|
| **Operating System** | Windows 10 Pro |
| **Mobile Computing Platform** | Intel® Core™ i5-7440EQ 2.9GHz<br>Max. 3.6GHz<br>- 6MB Intel® Smart Cache<br><br>**Platform options:**<br>Intel® Core™ i7-7820EQ 3.0GHz<br>Max. 3.7GHz<br>- 8MB Intel® Smart Cache |
| **VGA Controller** | Intel® HD Graphics 630<br>Optional: NVIDIA® GeForce® GTX1050 4GB discrete graphics controller<br>Optional: NVIDIA® Quadro® P2000 4GB discrete graphics controller |
| **Display** | 15.6" TFT LCD FHD (1920 x 1080)<br>Protection film<br>1,000 nits QuadraClear® sunlight readable display<br>Optional: Resistive touch screen |
| **Storage & Memory** | 8GB DDR4<br>Optional: 16GB / 32GB / 64GB DDR4 [i]<br><br>500GB SATA HDD / 512GB SATA SSD<br>Optional: 1TB SATA HDD / 1TB / SSD |
| **Keyboard** | LED backlit membrane keyboard with integrated numeric keypad<br>Optional: LED backlit rubber keyboard |
| **Pointing Device** | Touchscreen<br>- Optional: Pressure sensitive touchscreen<br>Touchpad<br>- Touchpad with two buttons |
| **Expansion Slots** | Smart card reader x 1<br>ExpressCard/54 x 1<br>Optional: PCMCIA Type II x 1 |

# X500 FULLY RUGGED NOTEBOOK

| | |
|---|---|
| **Multimedia Bay** | DVD super multi drive<br>Optional 2nd storage: 500GB HDD / 1TB HDD / 512GB SSD / 1TB SSD<br>Optional 2nd battery: 10.8V, 9240mAh, 99.8Wh |
| **I/O Interface** | Audio input (Mini-jack) x 1<br>Audio output (Mini-jack) x 1<br>DC in Jack x 1<br>USB 3.2 Gen 1 Type-A x 4<br>LAN (RJ45) x 2<br>HDMI 1.4 x 1<br>Docking connector x 1<br>External VGA (15-pin; D-sub) x 1<br>Serial port (9-pin; D-sub) x 2<br>Optional: FHD webcam x 1<br>Optional: RF antenna pass-through for GPS [ii], and WLAN |
| **Communication Interface** | 10/100/1000 base-T Ethernet<br>Intel® Dual Band Wireless-AC 8265, 802.11ac<br>Bluetooth (v4.2) [iii]<br>Optional: Dedicated GPS |
| **Security Features** | TPM 2.0<br>Kensington lock<br>Intel® vPro™ Technology<br>Smart card reader |
| **Power** | AC adapter (150W, 100-240VAC, 50/60Hz)<br>Li-ion battery (10.8V, 9240mAh, 99.8Wh)<br>Optional: Multimedia bay 2nd Li-ion battery (10.8V, 9240mAh, 99.8Wh) |
| **Dimension (W x D x H) & Weight** | 410 x 320 x 65mm (16.1" x 12.6" x 2.5")<br>5.2 kg (11.4 lbs) [iv] |
| **Rugged Features** | MIL-STD-810H certified<br>IP65 certified<br>MIL-STD-461G certified [v]<br>Vibration & drop resistant<br>Full magnesium alloy case<br>Shock-protected removable HDD<br>Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D) [vi] |

# X500 FULLY RUGGED NOTEBOOK

**Environmental Specifications**

Temperature [vii]:
- Operating: -20°C to 55°C / -4°F to 131°F
- Storage: -40°C to 71°C / -40°F to 160°F

Humidity:
- 95% RH, non-condensing

**Pre-installed Software**

Getac Utility
Getac Geolocation
Optional: Absolute Persistence®

**Optional software**

Getac Device Monitoring System (GDMS)

**Accessories**

Battery (10.8V, 9240mAh, 99.8Wh)
AC adapter (150W, 100-240VAC)

**Optional:**
Backpack
Battery (10.8V, 9240mAh, 99.8Wh)
Multimedia bay 2nd Storage
Multimedia bay 2nd battery (10.8V, 9240mAh, 99.8Wh)
Multi-Bay charger (Dual-Bay)
Multimedia bay DVD super multi drive
AC adapter (150W, 100-240VAC)
Office dock AC adapter (150W, 100-240VAC)
MIL-STD-461 AC adapter (150W, 100-240VAC)
Stylus with tether
Protection film
PCI or PCI-Express 3.0 expansion unit (x2 slots) [viii]
Vehicle dock [viii]
Office dock [viii]
Spare SSD kit

**Bumper-to-Bumper Warranty**

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime.
That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs.
Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

**Standard**
5 years Bumper-to-Bumper

I. Share memory size may vary by different operating system and RAM size.
II. Optional RF antenna pass-through for GPS, PCI or PCI-Express expansion unit are mutually exclusive options.
III. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
IV. Weight and dimensions vary from configurations and optional accessories. Depth including hard handle.
V. MIL-STD-461 150W AC adapter sold separately.

VI. PCI or PCI-Express 3.0 expansion unit is not available with ANSI/UL 121201, CSA C22.2 NO. 213 configurations.
VII. Tested by an independent third-party test lab following MIL-STD-810H.
VIII. PCI or PCI-Express 3.0 expansion unit is not compatible with vehicle dock and office dock.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

| | Vehicle Dock | Office Dock |
|---|---|---|
| Serial Port | 2 | 1 |
| External VGA | 1 | 1 |
| Microphone | 1 | 1 |
| Audio Output | 1 | 1 |
| DC in Jack | 1 | 1 |
| USB | USB 2.0 x 4 | USB 3.0 x 2 USB 2.0 x 2 |
| LAN | 1 | 1 |
| RF Antenna Connector | 3 (optional) | - |

**Getac USA**

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Information provided herewith is for reference only,
available specification shall be subjected to quotation by request.

# Getac Three (3) Year Bumper-to-Bumper Warranty

Getac's warranty obligations for this hardware product are **limited** to the terms set forth below:

Getac, Inc. warrants this Getac-branded rugged computer against defects in materials and workmanship under normal use and damage that occurs due to accidental acts and exposure to environmental conditions for a period of THREE (3) YEARS from the date of purchase by the original end-user purchaser ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers' territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getac's property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

## Exclusions and Limitations

This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is".

Software distributed by Getac with or without the Getac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Getac does not warrant that the operation of the product will be uninterrupted or error-free. Getac is not responsible for damage arising from failure to follow instructions relating to the product's use.

Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. A battery furnished under the warranty is covered for the remaining period of the one year warranty on the original battery or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

The LCD, touchscreen, hard drive/SSD, motherboard, and keyboard are limited to one repair/replacement per part component per 12 month period for damage that occurs due to accidental acts and exposure to environmental conditions.

### This warranty does not apply to:

(a) loss or theft;
(b) fire;
(c) submersion;
(d) acts of god;
(e) acts of war;
(f) virus-inflicted damage;
(g) improper use, intentional misuse or abuse;
(h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider;
(i) a product or part that has been modified to alter functionality or capability without the written permission of Getac;
(j) a product on which any Getac serial number has been removed or defaced;
(k) data recovery from hard drive failure;
(l) All consumable items; such as screen protection

films, logo badges, labels, cleaning cloths,
carry cases, manuals, cables, straps, belts,
holsters, tethers, stylus, digitizer pens, and harnesses and any other
options and accessories not listed above or
covered under a separate warranty.

(m) to cosmetic damage that does not affect the
functionality of the system, including but not
limited to scratches, dents and numerals,
letters, icons and symbols silkscreened onto
unit keycaps and numerals, letters, icons and
symbols silkscreened onto unit cabinet; or

(n) negligence

(o) operation of product outside the published environmental or electrical parameters

(p) use of supplies or parts not meeting Getac's specifications

THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIRTRAFFIC CONTROL EQUIPMENT/SYSTEMS, OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS, OR ANYOTHER SYSTEMS THAT REQUIRE FAIL-SAFE PERFORMANCE. GETAC WILL NOT BE RESPONSIBLE FORANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS include class 2 Electronic Flight Bag (EFB) Systems and Class 1EFB Systems when used during critical phases of flight (e.g., during take-off and landing) and/or mounted onto theaircraft. Class 1 EFB Systems and 2 EFB Systems are defined by FAA: AC (Advisory Circular) 120-76A or JAA: JAATGL (Temporary Guidance Leaflets) No. 36.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL ORWRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, GETACSPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUTLIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE ANDWARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF GETAC CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCHWARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY GETAC IN ITS SOLE DISCRETION. No Getac reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected orimpaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, GETAC IS NOTRESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUTNOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATEDSAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION;LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS ORDAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANYCOSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED ORUSED WITH GETAC PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OROMISSIONS. GETAC DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

## Obtaining Warranty Service

Please access and review the online help resources at www.getac.com before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact a Getac representative at (949) 681-2950. A Getac representative will help determine whether your product requires service and, if it does, will inform you how Getac will provide it. Getac will provide warranty service on products that are tendered or presented for service during the warranty period, as permitted by law. In accordance with applicable law, Getac may require that you furnish proof of purchase and/or comply with registration requirements before receiving warranty service. You may be responsible for shipping and handling charges to obtain service under this warranty. In any instance in which Getac issues a Return Material Authorization Number (RMA #), Getac must receive the product(s) for repair prior to the expiration of the warranty period in order for the repair(s) to be covered by the limited warranty service. If your product is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained on the product's hard drive or other storage media to protect your data and as a precaution against possible operational failures. Before you deliver your product for

warranty service, it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. You will be responsible for reinstalling all such software, data and passwords. Getac and its authorized service providers are not liable for any damage to or loss of any programs, data or other information stored on any media, or other non-Getac product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this limited warranty.

V1M01Y10

# Getac Five (5) Year Bumper-to-Bumper Warranty

Getac's warranty obligations for this hardware product are **limited** to the terms set forth below:

Getac, Inc. warrants this Getac-branded rugged computer against defects in materials and workmanship under normal use and damage that occurs due to accidental acts and exposure to environmental conditions for a period of FIVE (5) YEARS from the date of purchase by the original end-user purchaser ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers' territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getac's property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

## Exclusions and Limitations

This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is".

Software distributed by Getac with or without the Getac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Getac does not warrant that the operation of the product will be uninterrupted or error-free. Getac is not responsible for damage arising from failure to follow instructions relating to the product's use.

Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. A battery furnished under the warranty is covered for the remaining period of the one year warranty on the original battery or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

The LCD, touchscreen, hard drive/SSD, motherboard, and keyboard are limited to one repair/replacement per part component per 12 month period for damage that occurs due to accidental acts and exposure to environmental conditions.

### This warranty does not apply to:

(a) loss or theft;
(b) fire;
(c) submersion;
(d) acts of god;
(e) acts of war;
(f) virus-inflicted damage;
(g) improper use, intentional misuse or abuse;
(h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider;
(i) a product or part that has been modified to alter functionality or capability without the written permission of Getac;
(j) a product on which any Getac serial number has been removed or defaced;
(k) data recovery from hard drive failure;

(l) All consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, stylus, digitizer pens, and harnesses and any other options and accessories not listed above or covered under a separate warranty.
(m) to cosmetic damage that does not affect the functionality of the system, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet; or
(n) negligence
(o) operation of product outside the published environmental or electrical parameters
(p) use of supplies or parts not meeting Getac's specifications

THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIRTRAFFIC CONTROL EQUIPMENT/SYSTEMS, OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS, OR ANYOTHER SYSTEMS THAT REQUIRE FAIL-SAFE PERFORMANCE. GETAC WILL NOT BE RESPONSIBLE FORANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS include class 2 Electronic Flight Bag (EFB) Systems and Class 1EFB Systems when used during critical phases of flight (e.g., during take-off and landing) and/or mounted onto theaircraft. Class 1 EFB Systems and 2 EFB Systems are defined by FAA: AC (Advisory Circular) 120-76A or JAA: JAATGL (Temporary Guidance Leaflets) No. 36.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL ORWRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, GETACSPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUTLIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE ANDWARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF GETAC CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCHWARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY GETAC IN ITS SOLE DISCRETION. No Getac reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected orimpaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, GETAC IS NOTRESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUTNOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATEDSAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION;LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS ORDAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANYCOSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED ORUSED WITH GETAC PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OROMISSIONS. GETAC DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

## Obtaining Warranty Service

Please access and review the online help resources at www.getac.com before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact a Getac representative at (949) 681-2950. A Getac representative will help determine whether your product requires service and, if it does, will inform you how Getac will provide it. Getac will provide warranty service on products that are tendered or presented for service during the warranty period, as permitted by law. In accordance with applicable law, Getac may require that you furnish proof of purchase and/or comply with registration requirements before receiving warranty service. You may be responsible for shipping and handling charges to obtain service under this warranty. In any instance in which Getac issues a Return Material Authorization Number (RMA #), Getac must receive the product(s) for repair prior to the expiration of the warranty period in order for the repair(s) to be covered by the limited warranty service. If your product is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained on the product's hard drive or other storage media to protect

your data and as a precaution against possible operational failures. Before you deliver your product for warranty service, it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. You will be responsible for reinstalling all such software, data and passwords. Getac and its authorized service providers are not liable for any damage to or loss of any programs, data or other information stored on any media, or other non-Getac product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this limited warranty.

V1M01Y10

Getac Inc. (Original Equipment Manufacturer, OEM) Response to Exhibit A

A. Brief history and description of Supplier to include experience providing similar products and services.

a. Getac offers rugged computing product lines of all sizes including rugged notebooks, rugged tablets, rugged handheld for public sector, utility, manufacturing, transportation & logistics, automotive maintenance and field-service customers. Currently Getac has over 37,000 devices valued at over $211.5M deployed in the state and local government industry, including Police/Sheriff, Fire, EMS and various agencies and departments.

*Integrated Solutions* - Many of Getac's products are used by first responders in Dispatch and Record Management, eCitation and Patrol and Situational Awareness. They need integrated vehicle solutions and Getac provides a wide range of rugged secure vehicle solutions that seamlessly integrates front line emergency services personnel, to the command-and-control center for cohesive operational decisions and intelligence. We work closely with our partners to deliver a highly integrated eco-system. This includes excellent hardware, mounting options, vehicle power integration, software and security solutions, ensuring seamless compatibility with dedicated industry systems. We are also a strategic Microsoft and Intel partner.

*Excellent Total Cost of Ownership* - Our fully rugged products come with an industry leading bumper-to-bumper warranty including coverage for accidental damage and a collect and return service aimed at reducing our customers internal overheads and costs. This high level of standard service reduces the need for costly spares, provides a fast and reliable turn-around time to get your device back in up and running in the minimal time without additional through-life operational expenditures. Getac therefore delivers one of the lowest TCO in your industry.

*Secure Authentication* - Our devices offer a robust suite of security features. To further protect your data, we provide multiple authentication methods. These include fingerprint readers, smartcards, RFID readers and facial recognition solutions. We also provide our "Getac Secure" security software suite.

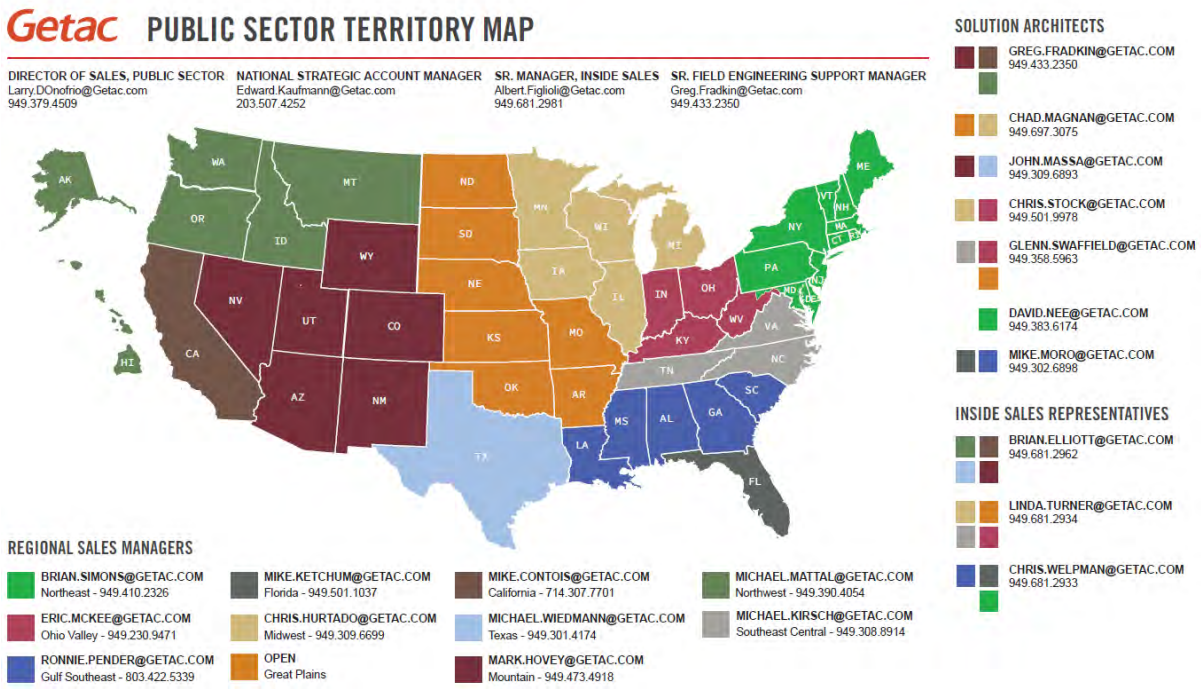
*Industry Leading Services* - Getac offers an industry-leading warranty (bumper-to-bumper) on our products for a minimum of 3-years (semi-rugged product require service upgrade), which includes accidental damage. With one of the lowest annual failure rates in the computer industry, Getac computers are built-to-survive. If one does need repair, we want to make it as convenient as possible. That's why Getac rugged computers are serviced by FedEx Logistics - a fast, convenient and reliable service so you can quickly get back to doing what you do best. For minor repairs, Getac's Self-Maintainer Program lets customers opt to have replacement parts shipped directly to them.

For over 30 years, Getac has helped public-sector customers in government, health care, and education achieve the highest possible levels of operational excellence and service delivery. Getac has established industry best practices to the rugged industry and is dedicated to bringing high quality rugged product to market. Getac will apply these same principles to the Omnia contract for successful program execution.

B. Total number and location of salespersons employed by Supplier.

Getac headquarters is located at 15495 Sand Canyon Drive Suite 350, Irvine CA 92618. Our total North American employees 210 with 46 salespersons located throughout the US and Canada.

Due to the customized nature of a rugged product order, Getac relies on our Getac Regional Sales Managers in collaboration with a certified reseller to support the purchasing on this contract. Interested buyers may contact the Getac Sales Manager designated below or the Certified Reseller partner.




Below are a sample of current certified Getac resellers that may participate on this contract. We reserve the right to add or delete resellers to satisfy the requirements of a specific buyer.

| Reseller | Location | Reseller | Location |
|---|---|---|---|
| Brite | Rochester, NY | *Mobile Rugged Computers | Mesa, AZ |

| | | | |
|---|---|---|---|
| Datasource Mobility | Clarksville, TN | Ramco Rugged | Los Angeles, CA |
| PCN Strategies | Washington D.C. | RCN | Knoxville, TN |
| *DuraTech USA | Sacramento, CA | Midwest Public Safety | Midwest |
| *SHI | North America | *USC Canterbury | Marlboro, MD |
| *GST | Los Angeles, CA | *Preferred Communications | Eastern United States |
| NWN | Boston, MA | Compar | Minnetonka, MN |
| Barcodes | Chicago, IL | Code 3 | Mesa, AZ |
| Island Tech Services | Ronkonkoma, NY | Insight | North America |
| Cas Severn | Laurel, MD | Howard | North America |
| Glacier Computing | Milford, CT | CDW | North America |

C. Number and location of support centers (if applicable) and location of corporate office.

Getac headquarters is located at 15495 Sand Canyon Drive Suite 350, Irvine CA 92618

D. Annual sales for the three previous fiscal years. a. Submit FEIN and Dunn & Bradstreet report.

Fed EIN # 95-4547422 / DUNS – 928779305
2019 - $180M
2020 - $186M
2021 - $200M

E. Describe any green or environmental initiatives or policies.

All Getac hardware is manufactured either by the factory in Kunshan, Jiangsu Province, PR China and by plant 3 in Guishan District, Taoyuan City, Taiwan. All Getac manufacturing locations maintain current ISO-14001 certification. Getac has obtained ISO 9001, ISO14001, OHSAS 18001, and other quality system certifications, and obtained the

IECQ/QC080000 Hazardous Substance Management System Quality Certification at the Kunshan production base in China and is committed to environmental protection.

The operation of the Company's various factories, depending on the industry and product attributes, have passed the certification of the international standard management system, including ISO 9001 quality certification system, ISO 14001 environmental management system, OHSAS 18001 occupational safety management health system, and QC080000 hazardous substances management system, IATF 16949:2016 (International Automotive Industry Quality Certification), AS9100 (Aerospace Industry Quality Certification), and other quality system certification. Additional information regarding our ISO 14001 facilities may be found in our annual investors reportat https://en.Getacgroup.com/upload/investor_report_m_files/f60cc05f30616e5377dd42371693d1fe.pdf.

Getac cares about the environment. We have implemented strict policies to ensure our material parts, products, packing and manufacturing processes are environmentally friendly. We are proud to partner with organizations around the globe to bring awareness and help implement solutions to the environmental issues the world is facing. As a certified green manufacturer Getac has been independently tested and received environmental certifications including EPEAT®, RoHS Directive, REACH Regulation, and ENERGY STAR®. We believe in, and actively pursue innovation that will continue to lessen the environmental impact of electronics manufacturing to improve the quality of human life and protect the planet.

Getac has set the Company's environmental policy with the goal of "Care for Environment, Sustainable Recycling," clearly set for cherishing the earth's resources, complying with national environmental laws and regulations. Getac is committed to promoting green production, fulfilling our responsibility to protect the earth, through standard operation procedures; we include water resources management, energy management, wastewater, waste, and air pollution prevention in our daily management.

All Getac's factories scrupulously abide by the environmental laws and regulations of the plant locations, and all factories have obtained the environmental management system certification of ISO14001 or the same level, and all plants have completed the new version certification of ISO14001:2015 at the end of 2019.

In response to the trend of international environmental protection, such as the requirements of product greening, toxic free, hazard free and environmentally friendly design, packaging, and recyclability, the Company has developed "Regulations for Getac Environmental Load Control" and "Getac Green Product Operating Procedures" and other related operating procedures and regulations, to actively promote overall product greening internally, and require all Getac suppliers to cooperate with the requirements of Getac environmental control regulations, not only to meet the requirements specified in the domestic and international environmental protection laws and regulations, so that the products can be successfully marketed globally, but also with stricter demand of self-expectation to meet the requirements of customers, while fulfilling the corporate responsibility and emphasizing the importance of environmental protection.

We are also making it easier for customers to reduce waste by designing easily recyclable products and working with our Certified reseller partners to offer environmentally friendly packaging services and solutions for large scale device deployments.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their G. Indicate if supplier holds any of the below certifications in any classified areas and certifications.

Supplier Diversity – Getac, Inc. has a long legacy of leadership in helping diverse suppliers flourish. Since 1989, Getac has sought out and encouraged reseller diversity with companies who have various diversity qualifications including women-owned, veteran owed, minority, small business, and other identifiable diversity markers. A goal in 20221 is to establish a formal diversity program and set diversity goals for each of our tier reseller partners and encourage inclusion and support diverse businesses in North America. Over the past thirty years, we have spent more than $107 billion with diverse suppliers and contributed to innumerable community initiatives.

Getac is committed to supporting a diverse coalition of value-added resellers, recognizing that 35% of our highest performing partners (Platinum status) hold small business set-aside statuses including: Service-Disabled Veteran Owned Small Business (SDVOSB), Minority Owned Business (MBE), Woman Owned Small Business (WOSB), Historically Under-Utilized Business Zone (HUBZone), and more. While the current diversity at the top of our value- added reseller network is a strong start, Getac is committed to replicating this success in each level of our 3-tier partner program. Only value-added resellers and distributors approved by each participating state, will be listed, and supported.

One of the values of the OMNIA contract is that Getac partners with small, veteran-owned, economically disadvantaged, minority and women-owned businesses to support the contract through Getac's Public Sector Reseller Program. Through this program, a purchasing entity will have the ability not only to meet its specific participation for this target group, but also to reinvest in the community. With a contract that gives states the ability to hold a contract directly with the manufacturer while receiving the support of local businesses, these businesses are provided an avenue to maintain their businesses and expand operations, thereby creating additional jobs and tax revenue in their local communities – providing even more economic value through the OMNIA contract.

~~Yes~~ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise

(DBE)

~~Yes~~ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

~~Yes~~ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

~~Yes~~ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

~~Yes~~ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

The following is a brief list and description of the Third-Party Products being offered as part of this Master Agreement.

- **Getac Video Solutions** (GVS) combines enterprise software with best-in-breed hardware and comprehensive support to provide departments with a complete end-to-end solution. GVS is solely focused on its video solution and the continuous evolution of that solution.

  GVS is capable of handling all law enforcement's video evidence needs. Standard elements of the system, including body-worn cameras, in-car video and Interview rooms are easily deployable for departments of all sizes. All of these elements connect all in one place, to GVS digital evidence management software. As a result, departments utilizing GVS can manage all digital evidence using a single piece of software for ultimate departmental efficiency with both cloud and self-hosted data storage options.

  ✓ Body-Worn Camera Solution
  ✓ Digital In-Car Video
  ✓ Backend Digital Evidence Management
  ✓ Mapping & Analytics
  ✓ Real-Time Command Center

- **Gamber-Johnson** is proudly "made in Wisconsin" and manufactures mounting components and systems for laptop and tablet computers, surveillance cameras, printers, keyboards and other devices — all meticulously designed to be rugged, reliable, and responsive.

  Partnering with Getac, Gamber-Johnson is a trusted name in the industry. With more than 20 patents and counting, the company continues to evolve, creating numerous jobs and meaningful opportunities for community stewardship.

- ✓ Cradles & Docking Stations
- ✓ Vehicle Mounts
- ✓ Dash Mounts
- ✓ Peripheral Mounts
- ✓ Motion Attachments
- ✓ Keyboard Mounts
- ✓ Printer Mounts

- **Havis** manufactures mobile office solutions for members of public safety, utility and public works, military and government, transportation industries and other mobile professions. Havis expansive product line includes vehicle consoles, heavy duty mounts, computer docking stations, idle reduction systems, power management solutions, prisoner and K9 transports. Havis stays on the leading edge of automotive design changes to design the most efficient and thoroughly tested solutions.

  Havis docking stations for Getac's rugged notebooks and tablets improve mobile worker productivity by providing a secure location for charging and connection to essential peripherals, such as printers, keyboards, and barcode scanners. With these docking solutions, fleet managers can seamlessly integrate their Getac notebook or tablet into their workforce to enhance productivity without sacrificing quality, safety, or longevity.

- **Brother Mobile Solution**s offers a wide range of mobile printing solutions to improve performance and efficiency across multiple industries. Headquartered in Westminster, CO, Brother Mobile Solutions, Inc. is a division of the $7 billion multinational Brother Group of companies, perform a job safely while on the go and reduce dangerous roadside time with fast, easy mobile printers and a wide variety of mounts and carry case options Designed and engineered for the rigors of public safety field work and backed by the Brother Assure Service Limited Warranty, our mobile printing solutions are tough, fast, and reliable.

  - ✓ Full Page Mobile Printers
  - ✓ Rugged 1-4” Mobile Printers

- **Lind Electronics** is a company whose reputation is built on innovation, reliability and durability. A leading provider of rugged mobile power solutions to the U.S. military, public safety and warehousing industries, Lind products are gaining popularity in all extreme environments where ruggedized mobile power solutions are the only solution. Lind products boast a failure rate of .02% — the best in the industry.

  - ✓ AC/DC Adapters
  - ✓ AC/DC Combo Adapters

- **Airgain** is a leading provider of advanced antenna technologies used to enable high performance wireless networking across a broad range of devices and markets, including consumer, enterprise, and automotive.

  - ✓ External and Internal Antennas
  - ✓ Modem-Antenna Combinations

- **Cradlepoint** is a Boise, Idaho, company with a mission of enabling customers to Connect Beyond the limits of wired networks. We unlock the transformative power of today's LTE and 5G cellular networks to provide an agile, reliable, and pervasive Wireless WAN edge.

  Cradlepoint has the most extensive portfolio of enterprise-class wireless routers and adapters for every use case. From branch connectivity and continuity to mobile and in-vehicle networks and connecting IoT devices, the endpoint solutions you need are all right here — built and backed by Cradlepoint.

  ✓ Enterprise Class Mobile wireless routers

- **InfoCase** has been an industry leader in the design and manufacturing of cases, harnesses, and other protective solutions for mobile devices since 1992. Their mission is to help reduce damage of our customers' mobile technology, while increasing the efficiency of their use. They accomplish their mission by crafting innovative, solution-oriented products that exceed the expectations of our clients.

  ✓ Hand, Shoulder, and Ergonomic Straps

  ✓ Backpacks

  ✓ Top Loading Cases

  ✓ Harnesses & Handsfree systems

- **Absolute® Software Corporation**, the industry standard for persistent endpoint security and management solutions for computers, laptops, tablets and smartphones is partnered with Getac, a leading manufacturer of rugged computers to provide Persistence® technology by Absolute to Getac's global suite of rugged mobile solutions, including its rugged notebooks and rugged tablets. Developed to fit specific vertical needs with features and specifications tailored for in-the-field performance, Getac customers have expanded access to superior level security and management features to remotely track and manage deployed devices, on or off the corporate network.

- **NetMotion** is a solution designed to meet rugged business needs, with flexibility at the heart of our platform. Getac and NetMotion ensure deployments are seamless and simple, regardless of how complex the environment is. With support for SaaS, cloud, on-premise NetMotion can be configured and installed in whichever way best matches your enterprise's IT and security strategy.

  ✓ NetMotion as a Service

  ✓ On-Premise Support

  ✓ Private Cloud

  ✓ Hybrid Network Traffic Management

As technology evolves and additional third-party products are introduced, Getac may add additional third- party products in compliance with OMNIA and Participating Addendums to enhance the overall functionality and features of the Getac lineup of rugged devices.

I. Describe how supplier differentiates itself from its competitors.

For over 30 years, in partnership with our Certified Value-Added Resellers (VARs), Getac has worked collaboratively with Resellers and End Users to identify, consult, develop, and deploy rugged computing solutions across a wide range of sectors, such as public safety, warehousing, transportation, manufacturing, utility, telecom and military / defense.

Getac is tremendously proud of the impacts we have made in helping leverage technology to support the changing role of mobile data terminals in public safety and emergency management. Our goal is to provide solutions that enhance Fort Collins Police Department's operations and reduce total cost of rugged mobile data terminal ownership.

As a global leader in rugged mobile laptops and tablets, Getac has led innovation and technological advances in rugged device manufacturing for over 30 years. Getac has over 250 full-time engineers dedicated to finding solutions to real life problems.

- ***Portability and Ergonomic Considerations*** - For handheld applications, device size and weight are key. Getac engineers develop devices that consider ergonomics of full shift operation to reduce stress on employees during use.
- ***Equipped for Harsh Environments*** – Warehouse equipment must survive bumps and drops. The Getac solution proposed is independently certified MIL-STD-810H, IP66 and MIL-STD-461G standards. Our tablets are shock, drop, moisture and dust-resistant, and work in extreme temperatures from -20F to 145F. With up to 1400 nits of brightness, Getac screens can be read even in direct sunlight and with polarized sunglasses.
- ***Hot-Swappable Battery Design*** – All Getac devices offered have hot-swappable technology that allows simple and quick battery replacement in the field without powering the unit down.
- ***Optional 4/5 Year Bumper to Bumper Warranty & Accidental Coverage*** – Our industry leading warranty comes with full maintenance/repair coverage includes parts, labor, and shipping for defects in materials & workmanship plus accidental damage.
- ***Getac's LumiBond 2.0*** – Our proprietary display technology utilizes a clear resin to optically bond the Tempered Glass, a capacitive touch sensor and LCD panel into a single panel that is both more durable and improves readability.

The Getac Rugged Solution Proposed includes:

1) Rugged laptops and tablets that run critical software (Mobile CAD, Records Management System, Dictation Software, web browser, etc.)
2) Device whose battery lasts for a reasonable amount of time for the conditions.
3) Device is ruggedized and able to use in hot and cold climates seen across North America.
4) Vehicle docks that are ergonomically friendly to the user along with plans to install it in existing vehicles

5) Dockable to connect to wireless routers in the vehicles which is typically done via an Ethernet cable.

6) Dockable to power the device that is docked

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Case ID: Panasonic Holdings Corp. V. Getac Technology Corporation. Et Al (8:19cv1118)

1. Overview: The verdict pertains to a design patent infringement lawsuit filed by the Japanese company, Panasonic Holdings Corporation, against Getac Technology Corporation and Getac Inc. on June 5, 2019, in the United States District Court of the Central District of California.

2. History: Getac Technology Corporation filed five design patent applications for the K120 and UX10 with the United States Patent and Trademark Office in 2018 and 2019. Panasonic then claimed that the K120 products sold by Getac Technology Corporation and Getac Inc. infringed four U.S. design patents that Panasonic had obtained. Later, on October 23, 2019, Panasonic withdrew one patent infringement claim, and on March 24, 2020, the UX10 rugged tablet was added as an infringing product to this case. The United States Patent and Trademark Office granted Getac Technology Corporation the five design patents (U.S. Patent#: D879771, D888714, D910007, D926760, D900825) in 2020 and 2021.

3. Patent details: The trial involved the bottom edge of Getac's K120 and UX10 rugged tablets (U.S. Patent#: D756998) and the cradle of their keyboard docks (U.S. Patent#: D766232 & D785634) (together referred to as the "Asserted Portion").

4. The verdict: The jury found that the "Asserted Portion" in question infringed three Panasonic design patents. The United States District Court of the Central District of California ruled that the above infringement was established.

5. It is projected that the temporary cease-of-sale will impact overall sales by approximately two-to-four percentage points, based on 2021 revenue, with the little overall impact on the consolidated revenue of Getac in 2022.

6.: During the pendency of any motions to set aside the verdict and any subsequent appeal, we want to assure our customers that we anticipate a minimal interruption in our ability to supply these products, and will have no issues maintaining, servicing, and supporting both current fleet of K120 and UX10 rugged tablets and/or keyboard docks, as well as those that are on order now and in the foreseeable future.

K. Felony Conviction Notice: Indicate if the supplier a. is a publicly held corporation and this reporting requirement is not applicable.

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

There were no felony convictions associated with the Patent Infringement case.

L. Describe any debarment or suspension actions taken against supplier

Getac is voluntarily & temporarily removing the K120 and UX10 from the sales catalogue until adequate modification are made to the devices in question and approved by the Patent court. Projected return to sales catalogue in Q1 2023.

**3.2 Distribution, Logistics**

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Include proof of such certification in the response:

Since 1989, Getac has been manufacturing rugged computers for some of the most demanding users in the most mission critical environments. Getac is the sole manufacturer of proposed products. Additional information regarding the manufacturing of each product may be found at https://www.Getac.com/us/products/.

As one of the leading rugged computer original equipment manufacturers (OEMs), Getac offers extensive 100% designed and manufactured in-house rugged computing product lines including laptops, tablets computers, accessories and peripherals. Getac is part of the MiTAC-Synnex Group, a multinational business group established in 1945. Together we have more than US$40.0 billion of consolidated sales. Getac has been a publicly listed company since 2002. We have over 12 manufacturing sites worldwide and more than 8 subsidiaries spanning 3 continents.

Additional information regarding Getac's manufacturing history and capability can be found at https://www.Getac.com/us/about-us/.

## T800

**Operating System**
Windows 10 Pro

**Mobile Computing Platform**
Intel® Atom Processor x7-Z8750 1.6GHz
Max. 2.56GHz
2MB Cache

**VGA Controller**
Intel® HD Graphics

**Display**
8.1" IPS TFT LCD WXGA (1280 x 800)
Protection film
600 nits LumiBond® display with Getac sunlight readable technology

**Storage & Memory**
4GB LPDDR3
Optional: 8GB LPDDR3

128GB eMMC
Optional: 256GB eMMC

**Keyboard & Buttons**
Power button
5 tablet programmable buttons

**Pointing Device**
Touchscreen
- Capacitive multi-touch screen
- Optional: Dual mode touchscreen (multi-touch and digitizer)

**Expansion Slot**
Optional: 1D/2D imager barcode reader, Serial port, Ethernet [1]
Optional: SnapBack add-on: Smart card and HF RFID/NFC reader combo [4]
Optional: SnapBack add-on: 2nd expanded battery [5]
Optional: SnapBack add-on: Smart card and magnetic stripe reader [4]

**I/O Interface**
FHD webcam x 1
8M pixels auto focus rear camera x 1
Audio in/out combo x 1
DC in Jack x 1
USB 3.2 Gen 1 Type-A x 1
Micro-HDMI 1.4 x 1
Docking connector x 1
Optional: SIM card slot x 1 (Mini-SIM, 2FF)
Optional: RF antenna pass-through for GPS, WWAN and WLAN

**Communication Interface**
Intel® Wi-Fi 6 AX200, 802.11ax
Bluetooth (v5.2) [6]
Optional: Dedicated GPS
Optional: 4G LTE mobile broadband [4]
Optional: 10/100/1000 base-T Ethernet (Occupies expansion slot)

**Security Feature**
TPM 2.0
Optional: SnapBack add-on: Smart card and HF RFID/NFC combo reader [4]
Optional: SnapBack add-on: Smart card and magnetic stripe reader

**Power**
AC adapter (65W, 100-240VAC, 50/60Hz)
Li-ion battery (7.4V, typical 4200mAh, min. 4080mAh)
LifeSupport™ battery swappable technology (only with SnapBack 2nd expanded battery)

**Dimension (W x D x H) & Weight**
227 x 151 x 24mm (8.93" x 5.94" x 0.94")
0.88kg (1.94lbs) [6]

**Rugged Feature**
MIL-STD-810H certified
IP65 certified
MIL-STD-461G certified
Vibration & 6ft (1.8m) drop resistant [4]
e-Mark certified for vehicle usage
Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D) [4]

**Environmental Specification**
Temperature [4]:
- Operating: -21°C to 50°C / -6°F to 122°F
- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:
- 95% RH, non-condensing

## UX10

**Operating System**
Windows 10 Pro

**Mobile Computing Platform**
Intel® Core™ i5-10210U Processor 1.6GHz
Max. 4.2GHz with Intel® Turbo Boost Technology
- 6MB Intel® Smart Cache

Platform options:
Intel® Core™ i5-10310U vPro™ Processor 1.7GHz
Max. 4.4GHz with Intel® Turbo Boost Technology
- 6MB Intel® Smart Cache

Intel® Core™ i7-10510U Processor 1.8GHz
Max. 4.9GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache

Intel® Core™ i7-10610U vPro™ Processor 1.8GHz
Max. 4.9GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache

**VGA Controller**
Intel® UHD Graphics

**Display**
10.1" IPS TFT LCD WUXGA (1920 x 1200)
Protection film
1,000 nits LumiBond® display with Getac sunlight readable technology
Capacitive multi-touch screen

**Storage & Memory**
8GB DDR4
Optional: 16GB / 32GB DDR4

256GB PCIe NVMe SSD
Optional: 512GB / 1TB PCIe NVMe SSD

**Keyboard & Buttons**
Power button
5 tablet programmable buttons

**Pointing Device**
Touchscreen
- Capacitive multi-touch screen
- Optional: Dual mode touchscreen (multi-touch and digitizer)

**Expansion Slot**
Optional (top side): 1D/2D imager barcode reader, or Serial port, or USB 3.2 Gen 1 Type-A port, or USB 3.2 Gen 1 Type-C port, or LAN port (RJ45), or VGA port [1], or HF RFID reader [4]
Optional (right side): Fingerprint reader, or Serial port + LAN port (RJ45) [4], or HF RFID reader [4]
Optional (back side): Smart card reader, or Bridge battery, or Bridge battery + Smart card reader [4]

**I/O Interface**
FHD webcam x 1 [4]
8M pixels auto focus rear camera x 1
Audio in/out combo x 1
DC in Jack x 1
USB 3.2 Gen 2 Type-A x 1
HDMI 1.4 x 1
Docking connector x 1
Optional: SIM card slot x 1 (Micro-SIM, 3FF)
Optional: Windows Hello face-authentication camera (front-facing) x 1 [4]
Optional: RF antenna pass-through for GPS, WWAN and WLAN

**Communication Interface**
Intel® Wi-Fi 6 AX200, 802.11ax
Bluetooth (v5.2) [4]
Optional: Dedicated GPS [4]
Optional: 4G LTE mobile broadband with integrated GPS [4,6]
Optional: 10/100/1000 base-T Ethernet

**Security Feature**
TPM 2.0
Kensington lock
Optional: Intel® vPro™ Technology
Optional: HF RFID reader [4]
Optional: Fingerprint reader [4]
Optional: Smart card reader [4]

**Power**
AC adapter (65W, 100-240VAC, 50/60 Hz)
Li-ion smart battery (11.1V, typical 4200mAh, min. 4080mAh) x 1
Optional: High capacity battery (10.8V, 9240mAh) x 1
Optional: Bridge battery [4]

**Dimension (W x D x H) & Weight**
276.8 x 194.5 x 23.5mm (10.89" x 7.65" x 0.92")
1.22kg (2.68lbs) [4]

**Rugged Feature**
MIL-STD-810H certified
IP65 certified
MIL-STD-461G certified [4]
Vibration & 6ft (1.8m) drop resistant [4]
e-Mark certified for vehicle usage
Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D)
Optional: Salt fog certified

**Environmental Specification**
Temperature [4]:
- Operating: -29°C to 63°C / -20°F to 145°F
- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:
- 95% RH, non-condensing

## F110

**Operating System**
Windows 10 Pro

**Mobile Computing Platform**
Intel® Core™ i5-1135G7 Processor
Max. 4.2GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache

Platform options:
Intel® Core™ i5-1145G7 vPro™ Processor
Max. 4.4GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache

Intel® Core™ i7-1165G7 Processor
Max. 4.7GHz with Intel® Turbo Boost Technology
- 12MB Intel® Smart Cache

Intel® Core™ i7-1185G7 vPro™ Processor
Max. 4.8GHz with Intel® Turbo Boost Technology
- 12MB Intel® Smart Cache

**VGA Controller**
Intel® UHD Graphics

**Display**
11.6" IPS TFT LCD FHD (1920 x 1080)
Protection film
1,000 nits LumiBond® display with Getac sunlight readable technology
Capacitive multi-touch screen

**Storage & Memory**
8GB DDR4
Optional: 16GB / 32GB DDR4

256GB PCIe NVMe SSD
Optional: 512GB / 1TB / 2TB PCIe NVMe SSD

**Keyboard & Buttons**
Power button
4 tablet programmable buttons

**Pointing Device**
Touchscreen
- Capacitive multi-touch screen
- Optional: Dual mode touchscreen (multi-touch and digitizer)

**Expansion Slot**
Optional: Smart card reader
Optional: 1D/2D imager barcode reader, or USB 2.0 port, or serial port + LAN (RJ45) [1]
Optional [4]: HF RFID Reader, or Fingerprint Reader

**I/O Interface**
FHD webcam x 1 [4]
8M pixels auto focus rear camera x 1
Audio in/out combo x 1
DC in Jack x 1
USB 3.2 Gen 2 Type-A x 1
Thunderbolt™ 4 Type-C x 1
Docking connector x 1
Optional: SIM card slot x 1 (Micro-SIM, 3FF)
Optional: Windows Hello face-authentication camera (front-facing) x 1 [4]
Optional: RF antenna pass-through for GPS, WWAN and WLAN

**Communication Interface**
Intel® Wi-Fi 6 AX201, 802.11ax
Bluetooth (v5.2) [4]
Optional: Dedicated GPS
Optional: 4G LTE mobile broadband with integrated GPS [4]
Optional: 10/100/1000 base-T Ethernet [1]
(Occupies expansion slot)

**Security Feature**
TPM 2.0
Kensington lock
Optional: Intel® vPro™ Technology
Optional: HF RFID Reader [4,5], or Smart Card Reader, or Fingerprint Reader [5]
Optional: Windows Hello face-authentication camera (front-facing) [4]

**Power**
AC adapter (90W, 100-240VAC, 50/60Hz)
Li-ion smart battery (11.4V, typical 2680mAh, min. 2640mAh) x 2
LifeSupport™ battery swappable technology
Optional: High capacity battery (11.1V, typical 4200mAh, min. 4080mAh) x 2

**Dimension (W x D x H) & Weight**
314 x 207 x 25mm (12.4" x 8.15" x 0.98")
1.52kg (3.35lbs) [4]

**Rugged Feature**
MIL-STD-810H certified
IP66 certified
MIL-STD-461G certified [4]
Vibration & 6ft (1.8m) drop resistant
e-Mark certified for vehicle usage
Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D) [4]

**Environmental Specification**
Temperature [4]:
- Operating: -29°C to 63°C / -20°F to 145°F
- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:
- 95% RH, non-condensing

## K120

**Operating System**
Windows 10 Pro

**Mobile Computing Platform**
Intel® Core™ i5-1135G7 Processor
Max. 4.2GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache

Platform options:
Intel® Core™ i5-1145G7 vPro™ Processor
Max. 4.4GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache

Intel® Core™ i7-1165G7 Processor
Max. 4.7GHz with Intel® Turbo Boost Technology
- 12MB Intel® Smart Cache

Intel® Core™ i7-1185G7 vPro™ Processor
Max. 4.8GHz with Intel® Turbo Boost Technology
- 12MB Intel® Smart Cache

**VGA Controller**
Intel® Iris® Xᵉ Graphics [4]

**Display**
12.5" IPS TFT LCD FHD (1920 x 1080)
Protection film
1,200 nits LumiBond® display with Getac sunlight readable technology
Capacitive multi-touch screen

**Storage & Memory**
16GB DDR4
Optional: 32GB / 64GB DDR4

256GB PCIe NVMe SSD
Optional: 512GB / 1TB / 2TB PCIe NVMe SSD

**Keyboard & Buttons**
Power button
5 tablet programmable buttons

**Pointing Device**
Touchscreen
- Capacitive multi-touch screen
- Optional: Dual mode touchscreen (multi-touch and digitizer)

**Expansion Slot**
Optional: 1D/2D imager barcode reader
Optional: Serial port (9-pin, D-sub), or USB 2.0 port

**I/O Interface**
Tablet:
FHD webcam x 1
8M pixels auto focus rear camera x 1
Audio in/out combo x 1
DC in Jack x 1
USB 3.2 Gen 2 Type-A x 1
Thunderbolt™ 4 x 1
LAN (RJ45) x 1
HDMI 2.0 x 1
Docking connector x 2
Optional: SIM card slot x 1 (Micro-SIM, 3FF)
Optional: Windows Hello face-authentication camera (front-facing) x 1 [4]
Optional: RF antenna pass-through for GPS, WWAN and WLAN

Optional keyboard dock:
DC in Jack x 1
USB 3.2 Gen 1 Type-A x 3
LAN (RJ45) x 1
HDMI 2.0 x 1
Display port 1.2 x 1
Serial port (9-pin, D-sub) x 1
Optional: RF antenna pass-through for GPS, WWAN and WLAN

**Communication Interface**
10/100/1000 base-T Ethernet
Intel® Wi-Fi 6 AX201, 802.11ax
Bluetooth (v5.2) [4]
Optional: Dedicated GPS [4]
Optional: 4G LTE mobile broadband with integrated GPS [4,6]

**Security Feature**
TPM 2.0
Kensington lock
Optional: Intel® vPro™ Technology
Optional: Smart card reader or HF RFID reader [4] or fingerprint reader [4]

**Power**
AC adapter (90W, 100-240VAC, 50/60Hz)
Li-ion smart battery (11.1V, typical 2100mAh, min. 2040mAh) x 2
LifeSupport™ battery swappable technology
Optional: High capacity battery (14.4V, typical 3495mAh, min. 3300mAh) x 2

**Dimension (W x D x H) & Weight**
Tablet:
329.5 x 238 x 24mm (12.97" x 9.37" x 0.94")
1.7kg (3.75lbs) [4]

Tablet + Optional keyboard dock:
340.5 x 307.5 x 47mm (13.40" x 12.10" x 1.85")
3.13kg (6.9lbs) [4]

**Rugged Feature**
MIL-STD-810H certified
IP66 certified
MIL-STD-461G certified [4]
Vibration & 6ft (1.8m) drop resistant [4]
e-Mark certified for vehicle usage
Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D) [4]

**Environmental Specification**
Temperature [4]:
- Operating: -20°C to 63°C / -20°F to 145°F
- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:
- 95% RH, non-condensing

## A140

**Operating System**
Windows 10 Pro

**Mobile Computing Platform**
Intel® Core™ i5-10210U Processor 1.6GHz
Max. 4.2GHz with Intel® Turbo Boost Technology
- 6MB Intel® Smart Cache

Platform options:
Intel® Core™ i5-10310U vPro™ Processor 1.7GHz
Max. 4.4GHz with Intel® Turbo Boost Technology
- 6MB Intel® Smart Cache

Intel® Core™ i7-10510U Processor 1.8GHz
Max. 4.9GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache

Intel® Core™ i7-10610U vPro™ Processor 1.8GHz
Max. 4.9GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache

**VGA Controller**
Intel® UHD Graphics

**Display**
14" TFT LCD HD (1366 x 768)
Protection film
1,000 nits LumiBond® display with Getac sunlight readable technology
Capacitive multi-touch screen
Optional: 14" IPS TFT LCD FHD (1920 x 1080)
800 nits LumiBond® display with Getac sunlight readable technology and capacitive multi-touch screen

**Storage & Memory**
8GB DDR4
Optional: 16GB / 32GB DDR4

256GB PCIe NVMe SSD
Optional: 512GB / 1TB PCIe NVMe SSD

**Keyboard & Buttons**
Power button
7 tablet programmable buttons

**Pointing Device**
Touchscreen
- Capacitive multi-touch screen

**Expansion Slot**
Optional: 1D/2D imager barcode reader
Optional: Serial port, or HF RFID, or Fingerprint scanner, or HF RFID + Fingerprint scanner

**I/O Interface**
Audio in/out combo x 1
DC in Jack x 1
USB 2.0 x 1
USB 3.2 Gen 2 Type-A x 1
USB 3.2 Gen 2 Type-C x 1
LAN (RJ45) x 1
HDMI 1.4 x 1
Docking connector x 1
Optional: FHD webcam x 1
Optional: SIM card slot x 1 (Micro-SIM, 3FF)
Optional: RF antenna pass-through for GPS, WWAN and WLAN
Optional: 8M pixels auto focus rear camera x 1

**Communication Interface**
10/100/1000 base-T Ethernet x 1
Intel® Wi-Fi 6 AX201, 802.11ax
Bluetooth (v5.2) [1]
Optional: Dedicated GPS [4]
Optional: 4G LTE mobile broadband [4]

**Security Feature**
TPM 2.0
Kensington lock
Optional: HF RFID
Optional: Fingerprint reader
Smart card reader

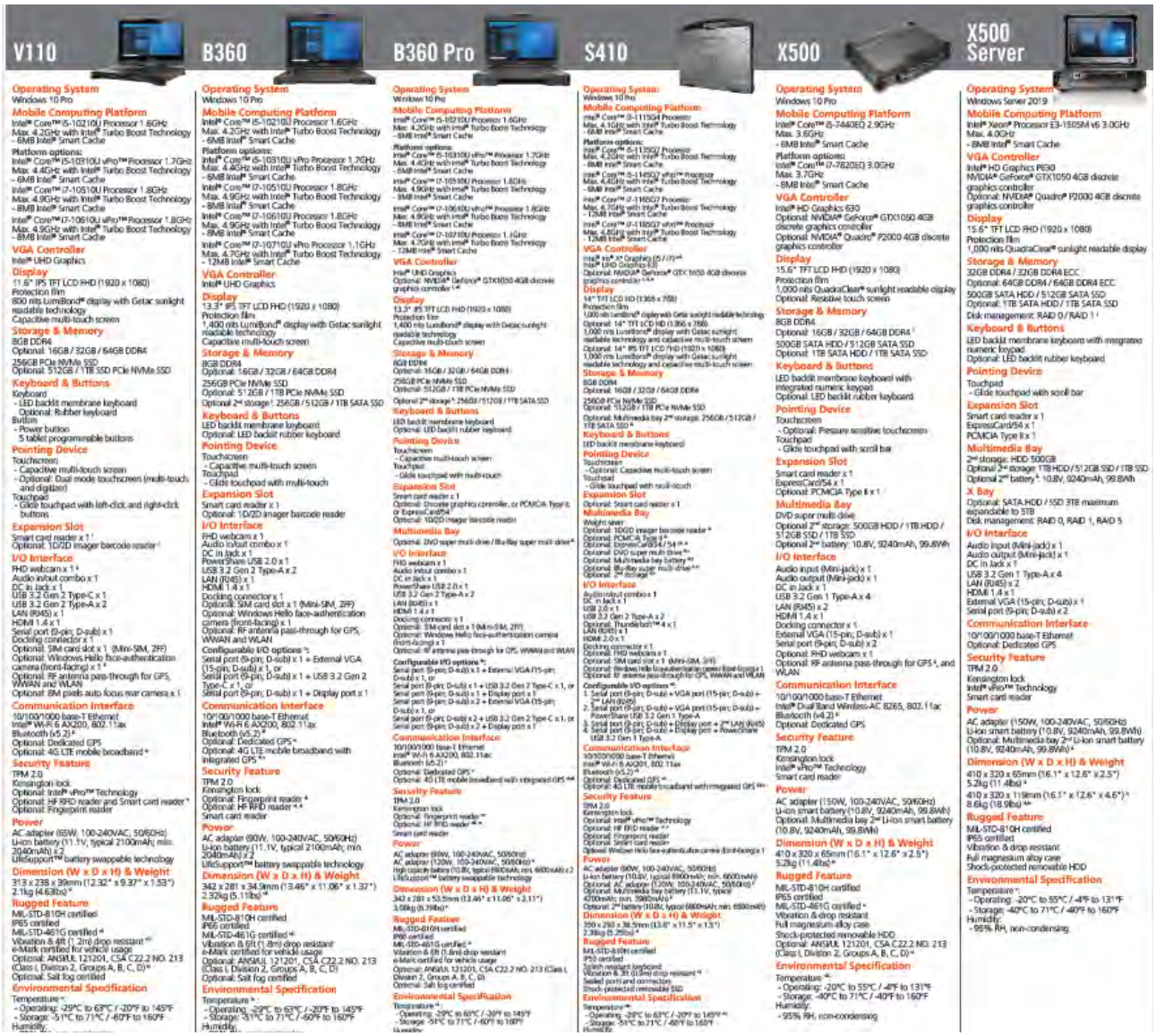
**Power**
AC adapter (65W, 100-240VAC, 50/60Hz)
Li-ion smart battery (10.8V, typical 3220mAh, min. 3120mAh) x 2
LifeSupport™ battery swappable technology

**Dimension (W x D x H) & Weight**
369 x 248 x 32.5mm (14.58" x 9.76" x 1.279")
2.3kg (5.07lbs) [4]

**Rugged Feature**
MIL-STD-810H certified
IP65 certified
MIL-STD-461G certified [4]
Vibration & 4ft (1.2m) drop resistant [4]
e-Mark certified for vehicle usage
Optional: ANSI/SA 121201

**Environmental Specification**
Temperature [4]:
- Operating: -29°C to 63°C / -20°F to 145°F
- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:
- 95% RH, non-condensing



## V110

**Operating System**
Windows 10 Pro

**Mobile Computing Platform**
Intel® Core™ i5-10210U Processor 1.6GHz
Max. 4.2GHz with Intel® Turbo Boost Technology
- 6MB Intel® Smart Cache

Platform options:
Intel® Core™ i5-10310U vPro™ Processor 1.7GHz
Max. 4.4GHz with Intel® Turbo Boost Technology
- 6MB Intel® Smart Cache
Intel® Core™ i7-10510U Processor 1.8GHz
Max. 4.9GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache
Intel® Core™ i7-10610U vPro™ Processor 1.8GHz
Max. 4.9GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache

**VGA Controller**
Intel® UHD Graphics

**Display**
11.6" IPS TFT LCD FHD (1920 x 1080)
Protection film
800 nits LumiBond® display with Getac sunlight readable technology
Capacitive multi-touch screen

**Storage & Memory**
8GB DDR4
Optional: 16GB / 32GB / 64GB DDR4

256GB PCIe NVMe SSD
Optional: 512GB / 1TB SSD PCIe NVMe SSD

**Keyboard & Buttons**
Keyboard
- LED backlit membrane keyboard
- Optional: Rubber keyboard

Button
- Power button
- 5 tablet programmable buttons

**Pointing Device**
Touchscreen
- Capacitive multi-touch screen
- Optional: Dual mode touchscreen (multi-touch and digitizer)

Touchpad
- Glide touchpad with left-click and right-click buttons

**Expansion Slot**
Smart card reader x 1 [1]
Optional: 1D/2D imager barcode reader [1]

**I/O Interface**
RHD webcam x 1 [4]
Audio in/out combo x 1
DC in Jack x 1
USB 3.2 Gen 2 Type-C x 1
USB 3.2 Gen 2 Type-A x 2
LAN (RJ45) x 1
HDMI 1.4 x 1
Docking connector x 1
Optional: SIM card slot x 1 (Mini-SIM, 2FF)
Optional: Windows Hello face-authentication camera (front-facing) x 1 [4]
Optional: RF antenna pass-through for GPS, WWAN and WLAN
Optional: 8M pixels auto focus rear camera x 1

**Communication Interface**
10/100/1000 base-T Ethernet
Intel® Wi-Fi 6 AX200, 802.11ax
Bluetooth (v5.2) [4]
Optional: Dedicated GPS
Optional: 4G LTE mobile broadband [4]

**Security Feature**
TPM 2.0
Kensington lock
Optional: Intel® vPro™ Technology
Optional: HF RFID reader and Smart card reader [4]
Optional: Fingerprint reader

**Power**
AC adapter (65W, 100-240VAC, 50/60Hz)
Li-ion battery (11.1V, typical 2100mAh; min. 2040mAh) x 2
LifeSupport™ battery swappable technology

**Dimension (W x D x H) & Weight**
313 x 238 x 39mm (12.32" x 9.37" x 1.53")
2.1kg (4.63lbs) [4]

**Rugged Feature**
MIL-STD-810H certified
IP65 certified
MIL-STD-461G certified [4]
Vibration & 4ft (1.2m) drop resistant [4]
e-Mark certified for vehicle usage
Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D) [4]
Optional: Salt fog certified

**Environmental Specification**
Temperature [4]
- Operating: -29°C to 63°C / -20°F to 145°F
- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:

## B360

**Operating System**
Windows 10 Pro

**Mobile Computing Platform**
Intel® Core™ i5-10210U Processor 1.6GHz
Max. 4.2GHz with Intel® Turbo Boost Technology
- 6MB Intel® Smart Cache

Platform options:
Intel® Core™ i5-10310U vPro™ Processor 1.7GHz
Max. 4.4GHz with Intel® Turbo Boost Technology
- 6MB Intel® Smart Cache
Intel® Core™ i7-10510U Processor 1.8GHz
Max. 4.9GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache
Intel® Core™ i7-10610U vPro™ Processor 1.8GHz
Max. 4.9GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache
Intel® Core™ i7-10710U vPro Processor 1.1GHz
Max. 4.7GHz with Intel® Turbo Boost Technology
- 12MB Intel® Smart Cache

**VGA Controller**
Intel® UHD Graphics

**Display**
13.3" IPS TFT LCD FHD (1920 x 1080)
Protection film
1,400 nits LumiBond® display with Getac sunlight readable technology
Capacitive multi-touch screen

**Storage & Memory**
8GB DDR4
Optional: 16GB / 32GB / 64GB DDR4

256GB PCIe NVMe SSD
Optional: 512GB / 1TB PCIe NVMe SSD
Optional 2nd storage [1]: 256GB / 512GB / 1TB SATA SSD

**Keyboard & Buttons**
LED backlit membrane keyboard
Optional: LED backlit rubber keyboard

**Pointing Device**
Touchscreen
- Capacitive multi-touch screen

Touchpad
- Glide touchpad with multi-touch

**Expansion Slot**
Smart card reader x 1
Optional: 1D/2D imager barcode reader

**I/O Interface**
FHD webcam x 1
Audio in/out combo x 1
DC in Jack x 1
PowerShare USB 2.0 x 1
USB 3.2 Gen 2 Type-A x 2
LAN (RJ45) x 1
HDMI 1.4 x 1
Docking connector x 1
Optional: SIM card slot x 1 (Mini-SIM, 2FF)
Optional: Windows Hello face-authentication camera (front-facing) x 1
Optional: RF antenna pass-through for GPS, WWAN and WLAN

Configurable I/O options [5]:
Serial port (9-pin; D-sub) x 1 + External VGA (15-pin; D-sub) x 1, or
Serial port (9-pin; D-sub) x 1 + USB 3.2 Gen 2 Type-C x 1, or
Serial port (9-pin; D-sub) x 1 + Display port x 1

**Communication Interface**
10/100/1000 base-T Ethernet
Intel® Wi-Fi 6 AX200, 802.11ax
Bluetooth (v5.2) [4]
Optional: Dedicated GPS [4]
Optional: 4G LTE mobile broadband with integrated GPS [4]

**Security Feature**
TPM 2.0
Kensington lock
Optional: Fingerprint reader [4]
Optional: HF RFID reader [4, 6]
Smart card reader

**Power**
AC adapter (90W, 100-240VAC, 50/60Hz)
Li-ion battery (11.1V, typical 2100mAh; min. 2040mAh) x 2
LifeSupport™ battery swappable technology

**Dimension (W x D x H) & Weight**
342 x 281 x 34.9mm (13.46" x 11.06" x 1.37")
2.32kg (5.11lbs) [4]

**Rugged Feature**
MIL-STD-810H certified
IP65 certified
MIL-STD-461G certified [4]
Vibration & 6ft (1.8m) drop resistant [4]
e-Mark certified for vehicle usage
Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D)
Optional: Salt fog certified

**Environmental Specification**
Temperature [4]
- Operating: -29°C to 63°C / -20°F to 145°F
- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:

## B360 Pro

**Operating System**
Windows 10 Pro

**Mobile Computing Platform**
Intel® Core™ i5-10210U Processor 1.6GHz
Max. 4.2GHz with Intel® Turbo Boost Technology
- 6MB Intel® Smart Cache

Platform options:
Intel® Core™ i5-10310U vPro™ Processor 1.7GHz
Max. 4.4GHz with Intel® Turbo Boost Technology
- 6MB Intel® Smart Cache
Intel® Core™ i7-10510U Processor 1.8GHz
Max. 4.9GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache
Intel® Core™ i7-10610U vPro™ Processor 1.8GHz
Max. 4.9GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache
Intel® Core™ i7-10710U Processor 1.1GHz
Max. 4.7GHz with Intel® Turbo Boost Technology
- 12MB Intel® Smart Cache

**VGA Controller**
Intel® UHD Graphics
Optional: NVIDIA® GeForce® GTX1050 4GB discrete graphics controller [4]

**Display**
13.3" IPS TFT LCD FHD (1920 x 1080)
Protection film
1,400 nits LumiBond® display with Getac sunlight readable technology
Capacitive multi-touch screen

**Storage & Memory**
8GB DDR4
Optional: 16GB / 32GB / 64GB DDR4

256GB PCIe NVMe SSD
Optional: 512GB / 1TB PCIe NVMe SSD

Optional 2nd storage [1]: 256GB / 512GB / 1TB SATA SSD

**Keyboard & Buttons**
LED backlit membrane keyboard
Optional: LED backlit rubber keyboard

**Pointing Device**
Touchscreen
- Capacitive multi-touch screen

Touchpad
- Glide touchpad with multi-touch

**Expansion Slot**
Smart card reader x 1
Optional: Discrete graphics controller, or PCMCIA Type II, or ExpressCard/54
Optional: 1D/2D imager barcode reader

**Multimedia Bay**
Optional: DVD super multi drive / Blu-Ray super multi drive [4]

**I/O Interface**
FHD webcam x 1
Audio in/out combo x 1
DC in Jack x 1
PowerShare USB 2.0 x 1
USB 3.2 Gen 2 Type-A x 2
LAN (RJ45) x 1
HDMI 1.4 x 1
Docking connector x 1
Optional: SIM card slot x 1 (Mini-SIM, 2FF)
Optional: Windows Hello face-authentication camera (front-facing) x 1
Optional: RF antenna pass-through for GPS, WWAN and WLAN

Configurable I/O options [5]:
Serial port (9-pin; D-sub) x 1 + External VGA (15-pin; D-sub) x 1, or
Serial port (9-pin; D-sub) x 1 + USB 3.2 Gen 2 Type-C x 1, or
Serial port (9-pin; D-sub) x 1 + Display port x 1
Serial port (9-pin; D-sub) x 2 + External VGA (15-pin; D-sub) x 1, or
Serial port (9-pin; D-sub) x 2 + USB 3.2 Gen 2 Type-C x 1, or
Serial port (9-pin; D-sub) x 2 + Display port x 1

**Communication Interface**
10/100/1000 base-T Ethernet
Intel® Wi-Fi 6 AX201, 802.11ac
Bluetooth (v5.2) [4]
Optional: Dedicated GPS [4]
Optional: 4G LTE mobile broadband with integrated GPS [4, 6]

**Security Feature**
TPM 2.0
Kensington lock
Optional: Fingerprint reader [4]
Optional: HF RFID reader [4, 6]
Smart card reader

**Power**
AC adapter (90W, 100-240VAC, 50/60Hz)
AC adapter (120W, 100-240VAC, 50/60Hz) [4]
High capacity battery (10.8V, typical 8800mAh; min. 8600mAh) x 2
LifeSupport™ battery swappable technology

**Dimension (W x D x H) & Weight**
342 x 281 x 53.5mm (13.46" x 11.06" x 2.11")
3.08kg (6.79lbs) [4]

**Rugged Feature**
MIL-STD-810H certified
IP66 certified
MIL-STD-461G certified [4]
Vibration & 6ft (1.8m) drop resistant
e-Mark certified for vehicle usage
Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D)
Optional: Salt fog certified

**Environmental Specification**
Temperature [4]
- Operating: -29°C to 63°C / -20°F to 145°F
- Storage: -51°C to 71°C / -60°F to 160°F

Humidity:

## S410

**Operating System**
Windows 10 Pro

**Mobile Computing Platform**
Intel® Core™ i5-11150H Processor
Max. 4.1GHz with Intel® Turbo Boost Technology
- 6MB Intel® Smart Cache

Platform options:
Intel® Core™ i5-11350U Processor
Max. 4.2GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache
Intel® Core™ i5-11450U vPro™ Processor
Max. 4.4GHz with Intel® Turbo Boost Technology
- 8MB Intel® Smart Cache
Intel® Core™ i7-11650U Processor
Max. 4.7GHz with Intel® Turbo Boost Technology
- 12MB Intel® Smart Cache
Intel® Core™ i7-11850U vPro™ Processor
Max. 4.8GHz with Intel® Turbo Boost Technology
- 12MB Intel® Smart Cache

**VGA Controller**
Intel® Xe Graphics (G7) [4]
Intel® UHD Graphics 630
Optional: NVIDIA® GeForce® GTX1650 4GB discrete graphics controller [4, 6]

**Display**
14" TFT LCD HD (1366 x 768)
Protection film
1,000 nits SunBright® display with Getac sunlight readable technology
Optional: 14" TFT LCD HD (1366 x 768)
1,000 nits LumiBond® display with Getac sunlight readable technology and capacitive multi-touch screen
Optional: 14" IPS TFT LCD FHD (1920 x 1080)
1,000 nits LumiBond® display with Getac sunlight readable technology and capacitive multi-touch screen

**Storage & Memory**
8GB DDR4
256GB PCIe NVMe SSD
Optional: 512GB / 1TB PCIe NVMe SSD
Optional: Multimedia bay 2nd storage: 256GB / 512GB / 1TB SATA SSD [4]

**Keyboard & Buttons**
LED backlit membrane keyboard

**Pointing Device**
Touchscreen
- Optional: Capacitive multi-touch screen

Touchpad
- Glide touchpad with multi-touch

**Expansion Slot**
Optional: Smart card reader x 1

**Multimedia Bay**
Weight saver
Optional: 1D/2D imager barcode reader [4]
Optional: PCMCIA Type II [4]
Optional: ExpressCard/34 / 54 [4, 6]
Optional: DVD super multi drive [4]
Optional: Multimedia bay battery [4]
Optional: Blu-Ray super multi drive [4]
Optional: 2nd storage [4]

**I/O Interface**
Audio in/out combo x 1
DC in Jack x 1
USB 2.0 x 1
USB 3.2 Gen 2 Type-A x 2
Optional: Thunderbolt™ 4 x 1
LAN (RJ45) x 1
HDMI 2.0 x 1
Docking connector x 1
Optional: FHD webcam x 1
Optional: SIM card slot x 1 (Mini-SIM, 2FF)
Optional: Windows Hello face-authentication camera (front-facing) x 1
Optional: RF antenna pass-through for GPS, WWAN and WLAN

Configurable I/O options [4]:
1. Serial port (9-pin; D-sub) + VGA port (15-pin; D-sub) + 2nd LAN (RJ45)
2. Serial port (9-pin; D-sub) + VGA port (15-pin; D-sub) + PowerShare USB 3.2 Gen 1 Type-A
3. Serial port (9-pin; D-sub) + Display port + 2nd LAN (RJ45)
4. Serial port (9-pin; D-sub) + Display port + PowerShare USB 3.2 Gen 1 Type-A

**Communication Interface**
10/100/1000 base-T Ethernet
Intel® Wi-Fi 6 AX201, 802.11ax
Bluetooth (v5.2) [4]
Optional: Dedicated GPS [4]
Optional: 4G LTE mobile broadband with integrated GPS [4, 6]

**Security Feature**
TPM 2.0
Kensington lock
Optional: Intel® vPro™ Technology
Optional: HF RFID reader [4, 6]
Optional: Fingerprint reader
Optional: Smart card reader
Optional: Windows Hello face-authentication camera (front-facing) x 1

**Power**
AC adapter (90W, 100-240VAC, 50/60Hz)
Li-ion battery (10.8V, typical 6900mAh; min. 6600mAh)
Optional: AC adapter (120W, 100-240VAC, 50/60Hz) [4]
Optional: Multimedia bay battery (11.1V, typical 4200mAh; min. 3980mAh) [4]
Optional: 2nd battery (10.8V, typical 6600mAh; min. 6500mAh)

**Dimension (W x D x H) & Weight**
350 x 250 x 38.5mm (13.8" x 11.5" x 1.5")
2.38kg (5.25lbs) [4]

**Rugged Feature**
MIL-STD-810H certified
IP65 certified
Splash resistant keyboard
Vibration & 3ft (0.9m) drop resistant [4]
Sealed ports and connectors
Shock-protected removable SSD

**Environmental Specification**
Temperature [4]
- Operating: -20°C to 63°C / -20°F to 145°F [4]
- Storage: -51°C to 71°C / -60°F to 160°F [4]

Humidity:

## X500

**Operating System**
Windows 10 Pro

**Mobile Computing Platform**
Intel® Core™ i5-7440EQ 2.9GHz
Max. 3.6GHz
- 6MB Intel® Smart Cache

Platform options:
Intel® Core™ i7-7820EQ 3.0GHz
Max. 3.7GHz
- 8MB Intel® Smart Cache

**VGA Controller**
Intel® HD Graphics 630
Optional: NVIDIA® GeForce® GTX1050 4GB discrete graphics controller
Optional: NVIDIA® Quadro® P2000 4GB discrete graphics controller

**Display**
15.6" TFT LCD FHD (1920 x 1080)
Protection film
1,000 nits QuadraClear® sunlight readable display
Optional: Resistive touch screen

**Storage & Memory**
8GB DDR4
Optional: 16GB / 32GB / 64GB DDR4 [1]

500GB SATA HDD / 512GB SATA SSD
Optional: 1TB SATA HDD / 1TB SATA SSD

**Keyboard & Buttons**
LED backlit membrane keyboard with integrated numeric keypad
Optional: LED backlit rubber keyboard

**Pointing Device**
Touchscreen
- Optional: Pressure sensitive touchscreen

Touchpad
- Glide touchpad with scroll bar

**Expansion Slot**
Smart card reader x 1
ExpressCard/54 x 1
Optional: PCMCIA Type II x 1

**Multimedia Bay**
DVD super multi drive
Optional 2nd storage: 500GB HDD / 1TB HDD / 512GB SSD / 1TB SSD
Optional 2nd battery: 10.8V, 9240mAh, 99.8Wh

**I/O Interface**
Audio input (Mini-jack) x 1
Audio output (Mini-jack) x 1
DC in Jack x 1
USB 3.2 Gen 1 Type-A x 4
LAN (RJ45) x 2
HDMI 1.4 x 1
Docking connector x 1
External VGA (15-pin; D-sub) x 1
Serial port (9-pin; D-sub) x 2
Optional: RHD webcam x 1
Optional: RF antenna pass-through for GPS [4], and WLAN

**Communication Interface**
10/100/1000 base-T Ethernet
Intel® Dual Band Wireless-AC 8265, 802.11ac
Bluetooth (v4.2) [4]
Optional: Dedicated GPS

**Security Feature**
TPM 2.0
Kensington lock
Intel® vPro™ Technology
Smart card reader

**Power**
AC adapter (150W, 100-240VAC, 50/60Hz)
Li-ion smart battery (10.8V, 9240mAh, 99.8Wh)
Optional: Multimedia bay 2nd Li-ion smart battery (10.8V, 9240mAh, 99.8Wh)

**Dimension (W x D x H) & Weight**
410 x 320 x 65mm (16.1" x 12.6" x 2.5")
5.2kg (11.4lbs) [4]

**Rugged Feature**
MIL-STD-810H certified
IP65 certified
MIL-STD-461G certified [4]
Vibration & drop resistant
Full magnesium alloy case
Shock-protected removable HDD
Optional: ANSI/UL 121201, CSA C22.2 NO. 213 (Class I, Division 2, Groups A, B, C, D) [4]

**Environmental Specification**
Temperature [4]:
- Operating: -20°C to 55°C / -4°F to 131°F
- Storage: -40°C to 71°C / -40°F to 160°F

Humidity:
- 95% RH, non-condensing

## X500 Server

**Operating System**
Windows Server 2019

**Mobile Computing Platform**
Intel® Xeon® Processor E3-1505M v6 3.0GHz
Max. 4.0GHz
- 8MB Intel® Smart Cache

**VGA Controller**
Intel® HD Graphics P630
NVIDIA® GeForce® GTX1050 4GB discrete graphics controller
Optional: NVIDIA® Quadro® P2000 4GB discrete graphics controller

**Display**
15.6" TFT LCD FHD (1920 x 1080)
Protection film
1,000 nits QuadraClear® sunlight readable display

**Storage & Memory**
32GB DDR4 / 32GB DDR4 ECC
Optional: 64GB DDR4 / 64GB DDR4 ECC

500GB SATA HDD / 512GB SATA SSD
Optional: 1TB SATA HDD / 1TB SATA SSD
Disk management: RAID 0 / RAID 1 [1]

**Keyboard & Buttons**
LED backlit membrane keyboard with integrated numeric keypad
Optional: LED backlit rubber keyboard

**Pointing Device**
Touchpad
- Glide touchpad with scroll bar

**Expansion Slot**
Smart card reader x 1
ExpressCard/54 x 1
PCMCIA Type II x 1

**Multimedia Bay**
2nd storage: HDD 500GB
Optional 2nd storage: 1TB HDD / 512GB SSD / 1TB SSD
Optional 2nd battery [4]: 10.8V, 9240mAh, 99.8Wh

**X Bay**
Optional: SATA HDD / SSD 3TB maximum expandable to 5TB
Disk management: RAID 0, RAID 1, RAID 5

**I/O Interface**
Audio input (Mini-jack) x 1
Audio output (Mini-jack) x 1
DC in Jack x 1
USB 3.2 Gen 1 Type-A x 4
LAN (RJ45) x 2
HDMI 1.4 x 1
External VGA (15-pin; D-sub) x 1
Serial port (9-pin; D-sub) x 2

**Communication Interface**
10/100/1000 base-T Ethernet
Optional: Dedicated GPS

**Security Feature**
TPM 2.0
Kensington lock
Intel® vPro™ Technology
Smart card reader

**Power**
AC adapter (150W, 100-240VAC, 50/60Hz)
Li-ion smart battery (10.8V, 9240mAh, 99.8Wh)
Optional: Multimedia bay 2nd Li-ion smart battery (10.8V, 9240mAh, 99.8Wh) [4]

**Dimension (W x D x H) & Weight**
410 x 320 x 65mm (16.1" x 12.6" x 2.5")
5.2kg (11.4lbs) [4]
410 x 320 x 119mm (16.1" x 12.6" x 4.6") [4]
8.6kg (18.9lbs) [4]

**Rugged Feature**
MIL-STD-810H certified
IP65 certified
Vibration & drop resistant
Full magnesium alloy case
Shock-protected removable HDD

**Environmental Specification**
Temperature [4]:
- Operating: -20°C to 55°C / -4°F to 131°F
- Storage: -40°C to 71°C / -40°F to 160°F

Humidity:
- 95% RH, non-condensing

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Getac currently employs over 80 North American-based employees to support Sales, Service, Financing/Billing, Product Solutions and Organizational Development for our non-federal governmental customers. Getac also relies on our 3rd Party Providers, FedEx TechConnect, Paragon Bay, and On-Shore telephone support team for additional customer service and maintenance of Getac devices and related equipment. Getac also works with over 500 reseller agents supporting the participating states. Getac is applying a leveraged program management and assignment team model to support this contract. By using shared resources to respond to state and participating entity requirements, Getac can focus the efforts of an integrated team of sales and service professionals in a coordinated way, sharing knowledge, expertise, and resources. This approach eliminates the inefficiencies inherent in models that require costly infrastructure and operate in isolation from core processes and key contacts within the larger organization.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Upon award, GETAC will have a master price file/catalog set up that include the guaranteed discounts along with the scope of products allowed under the contract and thresholds tied to each part number as approved by the OMNIA Master Agreement Administrator defined in the awarded Master Agreement. Each time a participating state executes its PA, GETAC will either use the master price file or set up a new price file/catalog. New price files/catalogs are set up when a participating state or entity excludes products or has different thresholds, state specific standards or other requirements defined in its PA. The Master price file/catalog is used when a participating state or entity does not have any changes to the Master Agreement in its PA.

During each setup process, these price files are reviewed by contract and pricing operations personnel for accuracy as part of GETAC's contract compliance and pricing management business processes. These same reviews and approvals occur each time a product is added, or a contract modification is received.

GETAC's price file/catalog of products under each band is tied systematically to the baseline list price and tied to the discounts that automatically pre-calculate the price file/catalog in accordance with the discount that is reflected and flowed to the contract website and the Inside Sales Representatives' quoting tool. The GETAC system that houses the price list/catalogs were recently audited to ensure compliance, and GETAC agrees to conduct random checks during the term of to ensure quotes provided are at the discount off list price he contracts as required.

Getac will conduct a quarterly self-audit, which will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings will be reported to Lead State with actions to correct documented findings.

End users that would like to self-audit at the time of the quote can go to the GETAC List Price that will be published at the following link, as approved by the Master Agreement Administrator at https://omnia.getac.us/.

End users typically make this request to the Inside Sales or Primary Account Representative. Inside Sales Representatives can provide the contract and baseline price quotes for reference for end user auditing purposes. Requests to the Primary Account Representative can be in the same format or in a spreadsheet format like that shown below for current or past invoice/order audit requests, as done today.

GETAC audits purchase orders and corresponding invoices randomly on a quarterly basis under existing contracts today and will continue this process under a new awarded contract. The website, quotes and invoices generated through GETAC systems are based on the contract number tied to a specific price file/catalog for pricing and systematically flows.

GETAC agrees to conduct random checks during the term of the contract as required. Quotes automatically reflect the discount off GETAC's list price as required under the contract, and invoices will reflect the lowest price at the time the product ships. If an order is received for GETAC-branded product and a price decrease was generated prior to shipment, the procuring entity will receive the price decrease reflected on the invoice, providing them additional savings.

Reporting mechanisms available such as Invoice Reports which will assist in Participating Entity's or Omnia's ability to audit the Master Agreement through vendor supplied reporting tools.

Upon request to the Primary Account Representative/Master Agreement Manager, the Lead Organization OMNIA Master Agreement Administrator, participating state or procuring entity can request additional reporting such as open order, sales data on shipments, quote reports and invoice reports for auditing purposes or simply to assist the state in its product purchase analysis.

The GETAC OMNIA Team Lead Contract Specialist will conduct quarterly sales data reports to ensure that purchases are correctly booked and reflected under the correct Participating State PA. If human error is discovered in entering the order, the Primary Account Representative, Manager(s), Director, and Order Management compliance team are engaged to investigate and take the necessary steps to correct any issue proactively. GETAC agrees to manage this process upon award of a new contract.

D. Identify all other companies that will be involved in processing, handling, or shipping the products/service to the end user.

Getac will process, handle and/or ship all Getac branded products and services to the end user. All third-party products will be sent from the third party to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.

Getac will utilize 1) Distributors and 2) Value-Added Resellers to support an awarded Master Agreement.

*Getac utilizes three distributors in North America to facilitate device procurement from the Getac (the OEM):*

1. SYNNEX brings the most relevant technology solutions to the IT and consumer electronics markets to help our partners sustainably grow their business. We distribute more than 30,000 technology products from more than 500 of the world's leading and emerging manufacturers and provide complete solutions to more than 20,000 resellers and retail customers in the U.S. and Canada. SYNNEX is Getac's longest running and largest sales volume distributor in North America.
2. HP Third Party Solutions (3PS) identified a lack of rugged IT products and partnered with Getac in 2013 to provide rugged devices to its customer base. The Getac/HP 3PS partnership adds to HP's 3rd Party portfolio a vast line of rugged mobile computing solutions for mission-critical and enterprise-based mobile, field and in-vehicle deployments. HP3PS is the fastest growing Getac distributor in North America.
3. Tessco, a leading value-added distributor of wireless communications products, has drawn on over three decades of wireless infrastructure experience to assemble an unmatched array of solutions and

the industry's most complete lineup of technical and logistics services to help you meet any wireless challenges.

To qualify as a value-added reseller, each perspective organization must complete a standard

application which includes a description of services offered, years in business, current business structure with points of contact, proof of insurance, Federal EIN, and at least one referral from a current Getac Regional Sales Manager or Sales Director. After review, an awarded partner will be classified as Silver, Gold or Platinum based on application assessment, projected annual sales and outside sales force capabilities. Below is a description of our 3-Tier Partner program.

Each Getac distributor and value-added reseller is required to register on Getac's Partner Portal, participate in an initial onboarding, and must remain current/compliant on both sales as well as technical continuing education presentations. The competency of Getac's value-added resellers is reviewed annually to ensure our partners are well equipped to serve a diverse group of end users.

**3.3 Marketing and Sales**

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Upon contract award for the new OMNIA Contract, Getac plans to promote the contract award through internal and external communications as approved by the OMNIA Master Agreement Administrator. The goal of marketing the OMNIA contract is not only to communicate the value proposition, benefits, and

the OMNIA and Getac story, but also to emphasize Getac's commitment and flexibility in delivering and promoting OMNIA and/or State-specific standards and savings as appropriate and approved by the OMNIA Master Agreement Administrator and the participating state.

To ensure effective marketing plan execution, the Getac OMNIA Primary Account Representative, with the collaboration of the OMNIA Master Agreement Administrator and OMNIA designated participating states, will develop a plan annually that will help in promoting contract awareness and value for the contract. Getac looks forward to reviewing and discussing the proposed plan with OMNIA after award.

The Marketing plan will include several key features:

***Press Release***: Getac will collaborate with the designated OMNIA Master Agreement Administrator and other designated OMNIA contacts to prepare and distribute a press release, after approval, announcing the contract award to Getac. Once a press release is written and approved, and with permission from OMNIA, Getac will manage all efforts with the media. The press release will be sent to all government industry publications and released over the business wire for pickup by major media. Getac will also leverage the announcement over social media sites to include LinkedIn, Facebook, and Twitter. As required under the contract, all marketing materials will be provided to OMNIA for review, modification and approval prior to distribution. Communication will not be released without approval in writing from the OMNIA Master Agreement Administrator.

***Advertising***: Getac will drive contract awareness and product/service promotions under the OMNIA contract through Getac web banners onhttps://www.getac.com/us/ and our Platinum Tier Certified Resellers promoting the Getac OMNIA contract value proposition and product/service promotions through web banners provides an opportunity to reach a large audience of OMNIA procuring entities. Web banners have a "call to action" inviting the reader to contact Getac OMNIA URL for pricing and information. Getac will distribute periodic email newsletters and promotions to eligible procuring entities throughout the contract term. These email promotions will provide the most current ongoing OMNIA promotions. As required under the contract, all marketing materials will be provided to the OMNIA Master Agreement Administrator for review, modification and approval prior to distribution. Communication will not be released without approval in writing from the OMNIA Master Agreement Administrator.

***Web Presence:*** The Getac OMNIA contract website that is in development with a potential landing page named https://omnia.getac.us/ will offer customers extensive information on the OMNIA contract, products, certified resellers, warranty, pricing and more. Getac will continue to make improvements throughout the contract term to provide information to potential OMNIA procurement entities.

The website will provide a dropdown menu of the participating US states and guide the user to a state specific OMNIA page to facilitate procurement efforts. Each state website will be personalized, as allowed by OMNIA and as approved by the Participating State Procurement official, to meet the needs of that state and maintain the approved format.

***Marketing Events & Forums:*** Getac will participate in annual OMNIA marketing events annually and attend other OMNIA events and the NIGP Annual Marketing event. The Getac Primary Account Representative will attend this event along with the Contract Program Management team and potential management team members. The Getac Primary Account Representative and other Program Management team members will meet with participating states throughout the year to review

participating state marketing plans and events, which may include management. Getac, in partnership with our Platinum tiered certified resellers, may schedule seminars in local major cities to review the latest IT trends and new Getac products with both local agencies and Getac authorized partners. Getac will work with the OMNIA Master Agreement Administrator, designated OMNIA teams and/or participating states to make them aware of these events or schedule additional seminar events or Webinars. Events will provide important information to agencies on contracts specifics including product scope, ordering information, PSP's or State Specific Standards, and how to save more using this contract.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

• OMNIA Partners standard logo;

• Copy of original Request for Proposal;

• Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;

• Summary of Products and pricing;

• Marketing Materials

• Electronic link to OMNIA Partners' website including the online registration page;

• A dedicated toll-free number and email address for OMNIA Partners

Getac is committed to creating and maintaining a website upon award that includes specific items relating to the contract based on a OMNIA Master Agreement Administrator approved redirect URL name and site. Getac agrees to provide a new format that meets all required features and several of the desired features as shown below.

Getac agrees to post the following items on both the main Getac OMNIA portal and the states pages.

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Products Tab - Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain a quote
- Service/Warranty Tab - Service options and service agreements available on the contract and service concerns (warranty and maintenance), problem reporting
- Billing/PO Tracking Tab - Contact information for order placement and billing concerns
- Signed Master Agreement
- Sales representatives for participating entities as approved by the OMNIA Master Agreement Administrator and participating state. The main page will have the ability to contact a general sales representative and each state page will have the direct link to the Regional Sales Manager assigned to a specific state's OMNIA's procurement efforts.
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.
- State Specific URL - Each state site will host a link to view state specific contract documents including but not limited to: Participating Addendums; Link to Band Products; Additional documentation to provide information on Software, Third-Party Products and Additional Services; How to Purchase instructions including a certified reseller list and Getac Regional Sales Manager contact; and A state approved Product Service Schedule; Additional information and URL links to Service Contacts, Options and Agreements
- The OMNIA site will be made available twenty-four (24) hours per day, seven (7) days per week, except for regularly scheduled maintenance times. This site is a separate site from Getac's https://www.getac.com/us site and is created specifically for this contract for access by eligible procuring entities as allowed and required under the Master Agreement and state PA.
- Upon approval of the website changes will follow the required process for approval prior to modification. As instructed by the Master Agreement Administrator, each state site will be set up in the same format unless otherwise approved by the Administrator and participating state. Getac agrees to include additional information as requested by the Agreement Administrator or participating state to provide easy navigation and access for information required through the contract term.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts

(regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Getac currently does not hold any cooperative contracts. Our current cooperative contracts are utilized through a certified reseller or distributor.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Getac acknowledges and agrees to provide its logo and provide permission for reproduction of such logo in marketing communications and promotions. We also acknowledge that the use of OMNIA partners logo will require permission for reproduction.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

Getac acknowledges and agree to be proactive in direct sales of suppliers good as described in Section E. and its subparts.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

Upon award, the Primary Account Representative will conduct training on the overall Master Agreement and specific requirements for teams supporting a participating state that may have requirements different from the Master Agreement to include, but not limited to, product or service exclusions, thresholds, contract numbers. This training will be conducted with the Inside Sales Teams and Regional Sales Directors via on- site (COVID-permitted) or via webinar through pre-set training calls and staff calls.

As a normal business practice at Getac, all employees are required to take Standard Business Code of Conduct training, and employees supporting Public Sector are mandated to complete the Code of Conduct

& Compliance training website modules that may include testing to ensure an understanding of the laws and requirements of a participating state.

Upon award, the Primary Account Representative will conduct training on the overall Master Agreement and specific requirements for teams supporting a participating state that may have requirements different from the Master Agreement to include, but not limited to, product or service exclusions, thresholds, contract numbers. This training will be conducted with the Inside Sales Teams and the Field Account Manager and other operational teams by phone or a webinar through pre-set training calls and staff calls.

Getac also provides virtual training modules that can be reviewed and approved by the OMNIA Master Agreement Administrator once available that will be used for training the partners and used as a training tool for the sales and operations teams. The goal is to have training modules that will also require the person to complete a test. Any person taking this test at the end of the training module that misses any specific item will be required to have additional training with the Primary Account Representative to re-review the requirements so that person can re-take the module.

The Primary Account Representative is available daily to answer questions from employees, partners or partner program managers. Getac encourages all team members to ask questions and will make every reasonable effort to ensure that all employees and partners have training for compliance purposes throughout the term of the contract.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support – Michael McMahon, President, Michael.mcmahon@getac.com, 949.681.2954

ii. Marketing – Marc Reese, Sr. Marketing Manager, marc.reese@getac.com, 949.681.2959

iii. Sales – Larry D'Onofrio, Director Public Sector Sales, larry.donofrio@getac.com, 949.379.4509

iv. Sales Support – Derek Suzuki, Director Professional Services, derek.suzuki@getac.com, 949.528.5419

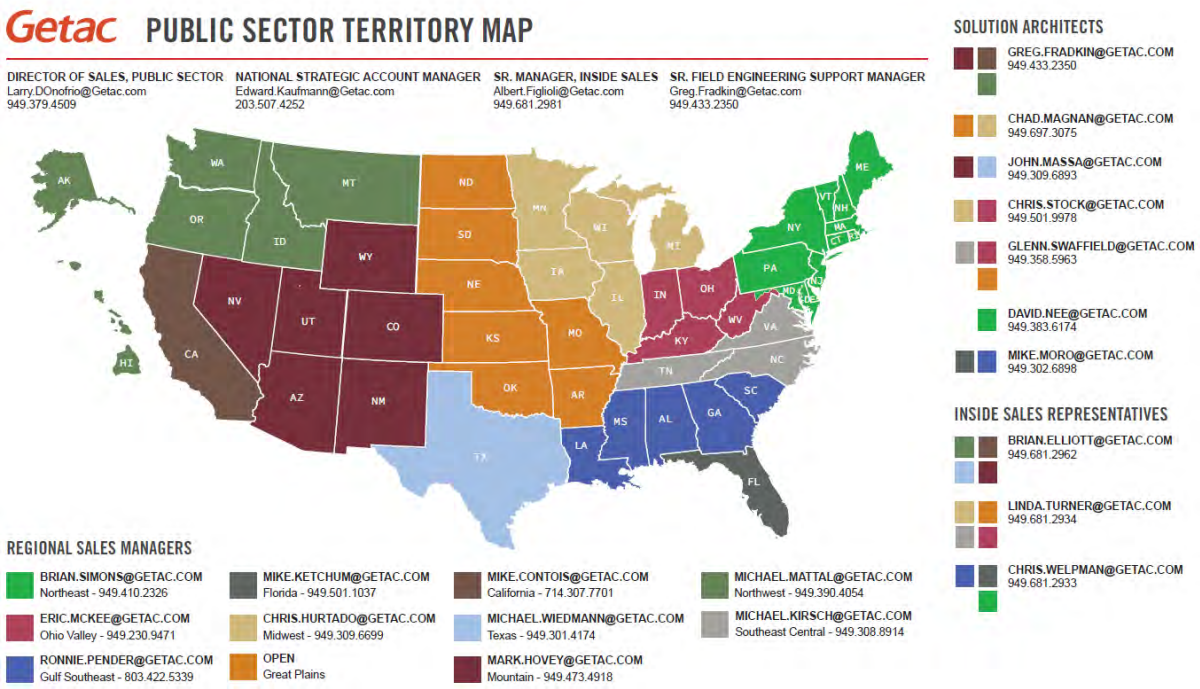
v. Financial Reporting – Maria Gutierrez, Contract Administrator, maria.gutierrez@getac.com, 949.681.3126

vi. Accounts Payable – Sally Wu, Accounting Manager, sally.wu@getac.com, 949.681.3102

vii. Contracts – Tammy Tubbs, Contracts Manager, contract.administrator_us@getac.com, 949.217.8939

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

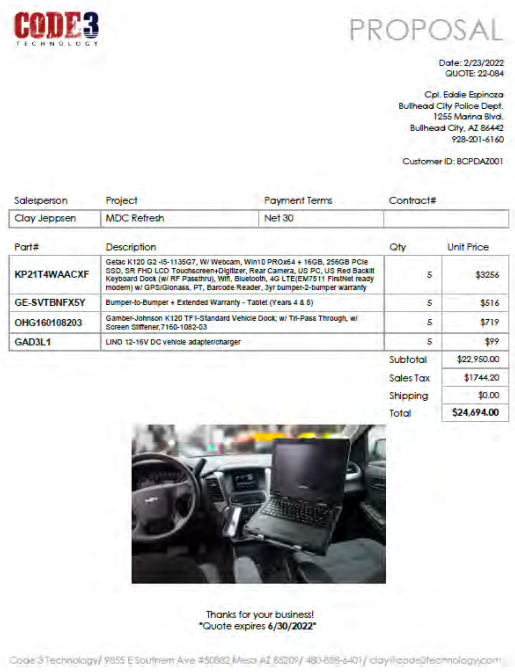
Due to the customized nature of a rugged product order, Getac relies on our Getac Regional Sales Managers in collaboration with a certified reseller to support the purchasing on this contract. Interested buyers may contact the Getac Sales Manager designated below or the Certified Reseller partner.




*Below are a sample of current certified Getac resellers that may participate on this contract. We reserve the right to add or delete resellers to satisfy the requirements of a specific buyer.*

| Reseller | Location | Reseller | Location |
|---|---|---|---|
| Brite | Rochester, NY | *Mobile Rugged Computers | Mesa, AZ |
| Datasource Mobility | Clarksville, TN | Ramco Rugged | Los Angeles, CA |
| PCN Strategies | Washington D.C. | RCN | Knoxville, TN |
| *DuraTech USA | Sacramento, CA | Midwest Public Safety | Midwest |
| *SHI | North America | *USC Canterbury | Marlboro, MD |
| *GST | Los Angeles, CA | *Preferred Communications | Eastern United States |
| NWN | Boston, MA | Compar | Minnetonka, MN |
| Barcodes | Chicago, IL | Code 3 | Mesa, AZ |
| Island Tech Services | Ronkonkoma, NY | Insight | North America |
| Cas Severn | Laurel, MD | Howard | North America |
| Glacier Computing | Milford, CT | CDW | North America |

Invoicing will be directed by each certified reseller so process may differ. See attached sample invoices from our current resellers.



CODE3 TECHNOLOGY

PROPOSAL

Date: 2/23/2022
QUOTE: 22-084

Cpl. Eddie Espinoza
Bullhead City Police Dept.
1255 Marina Blvd.
Bullhead City, AZ 86442
928-201-6160

Customer ID: BCPDAZ001

| Salesperson | Project | Payment Terms | Contract# |
|---|---|---|---|
| Clay Jeppsen | MDC Refresh | Net 30 | |

| Part# | Description | Qty | Unit Price |
|---|---|---|---|
| KP21T4WAACXF | Getac K120 G2 -i5-1135G7, W/ Webcam, Win10 PROx64 + 16GB, 256GB PCIe SSD, SR FHD LCD Touchscreen+Digitizer, Rear Camera, UG PC, US Red Backlit Keyboard Dock (w/ RF Passthru), Wifi, Bluetooth, 4G LTE(EMT511 Finished ready modem) w/ GPS/Glonass, PT, Barcode Reader, 3yr bumper-2-bumper warranty | 5 | $3256 |
| GE-SVTBNFX5Y | Bumper-to-Bumper + Extended Warranty - Tablet (Years 4 & 5) | 5 | $516 |
| OHG160108203 | Gamber-Johnson K120 TF1-Standard Vehicle Dock; w/ Tri-Pass Through, w/ Screen Stiffener,7160-1082-03 | 5 | $719 |
| GAD3L1 | LIND 12-16V DC vehicle adapter/charger | 5 | $99 |
| | | Subtotal | $22,950.00 |
| | | Sales Tax | $1744.20 |
| | | Shipping | $0.00 |
| | | Total | $24.694.00 |

Thanks for your business!
*Quote expires 6/30/2022*

Code 3 Technology/ 9855 E Southern Ave #50882 Mesa AZ 85209/ 480-888-6401/ clay@code3technology.com

BUY PCN

PCN Strategies, Inc.
1612 K Street NW Suite 802
Washington, District of Columbia 20006
United States

Invoice (Paid)
Invoice # : 14117 Modified Date: Dec 20, 2019 03:26 PM EST
Due Date: 11/15/2019
Description: 5 X S410,dock, Printer, Cables

Customer Contact
AP, AP
accounts.payable@cobbcounty.org
(P) 770-528-8418

Customer
Cobb County Sheriff Office (CC0457)
AP, AP
185 Roswell St.
United States
Marietta, GA 30060
United States
(P) 7708599555

Bill To
Cobb County Finance Dept. Acct. Payable Division
Williford, Pam
100 Cherokee Street
Suite 410
Marietta, GA 30090-9610
United States
(P) 7705286418
accounts.payable@cobbcounty.org

Ship To
ISA Information Services
Fearrington, Michelle
100 Cherokee Street
Suite 520
Marietta, GA 30090
United States
(P) 7705286700
michelle.fearrington@cobbcounty.org

| Customer PO: | Terms: | Ship Via: |
|---|---|---|
| 0000000032586 | Net 30 Days | FedEx Ground |
| | Due Date: 11/15/2019 | |
| Special Instructions: Reference NCPA Contract Number:01-65 Lead Agency: Region 14 ESC Contract Term:4 year term, August 1, 2016 to August 31, 2020. | | Carrier Account #: |

| # | Description | Part # | Qty | Unit Price | Total |
|---|---|---|---|---|---|
| 1 | Getac S410 Gen 2<br>2014 Dodge Charger, 2011 Ford C/V, 2017 Chevy Tahoe, 2006 Ford Explorer, 2016 Chevy Tahoe | S4210TBDATFSX | 5 | $2,669.00 | $13,345.00 |

| Status | Serial # | Shipped On | Shipped Via | Tracking # |
|---|---|---|---|---|
| Shipped (5) | RK903S3204<br>RK903S3206<br>RK903S3207<br>RK903S3208<br>RK903S3261 | | UPS Ground | 1ZV5Y5710497802798 |

| # | Description | Part # | Qty | Unit Price | Total |
|---|---|---|---|---|---|
| 2 | Bumper to Bumper - Semi-Rug Laptop (Year 1,2 & 3) | GE-SVSRNFW3Y | 5 | $309.87 | $1,549.35 |

| Status | Serial # | Shipped On | Shipped Via | Tracking # |
|---|---|---|---|---|
| Submitted (5) | | | FedEx Ground | |

Reference NCPA Contract Number:01-65 Lead Agency: Region 14 ESC Contract Term:4 year term, August 1, 2016 to August 31, 2020.

Tax (.0000%): $0.00
Shipping: $0.00
Total: $14,894.35

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

As an OMNIA partner and second largest manufacturer of rugged laptops and tablets in the world, Getac is prepared to utilize the OMNIA contract to grow sales throughout the US. Initial growth strategy includes sales training for regional sales managers and certified resellers. Getac will also implement sales goals with quarterly competitions with financial compensation bonus' for placing OMNIA orders. After the first year, we can establish growth percentage goals to ensure additional compensation for OMNIA utilization.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

The assigned Getac OMNIA Primary Account Representative/Master Agreement Manager's role is to address tactical and strategic issues directly with OMNIA, a participating state and/or procuring entity covering an awarded and executed contract. Following is a summary of select roles assigned to support OMNIA, participating states and procuring entities through a team, state by state, on an awarded and executed contract.

| | |
|---|---|
| ***Primary Account Representative/Master Agreement Manager & Contract Program*** | The OMNIA Primary Account Representative/Master Agreement Manager is the post- award management lead for implementation of the contract vehicle and is the primary Getac interface with the assigned Contract Procurement Officer(s). The Primary Account Representative/Master Agreement Manager manages the contract to |

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| ***Management team*** | ensure compliance with terms and conditions and acts as the escalation point of contact. |

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| ***Regional Sales Managers (RSM)*** | There is a RSM for Public Sector assigned by North American geographical territories. Each RSM may have multiple states assigned to specifically support State and Local Government, K-12 and Higher Education or named accounts, providing more of a focus on the product and market. This individual is the primary point of contact for procuring entities. The RSM works closely with the Inside Sales Representative and the procuring entities covering special pricing requests, availability of new product, and roadmaps. The RSM engages Corporate resources as a "Customer Advocate." |
| ***Inside Sales Representatives (ISR)*** | The ISR is a member of the sales team and serves as the point of contact for quotes and product information when the RSM is unavailable. The ISR assists the account with questions or product information and solutions needs. The ISR also handles problem resolution, demonstration equipment requests, and product availability and delivery questions. |
| ***Order Management and Customer Services Representative*** | There are two roles in Order Management: Order Entry and Customer Service. The Customer Service Representative (CSR) is the initial point of contact for post-sales issues (order status, delivery, billing, product return and replacement, product transitions, warranty issues). The CSR is the primary contact for internal Getac departments that are involved in processing orders. The CSR oversees fulfillment activities from order entry and acceptance to invoicing and delivery. |
| ***Solution Architects (SA)*** | The SA assists the RSM and procuring entity on a consultative basis for project and technology planning. In addition, the SA acts as an escalation point for technical issues and trends. |
| ***Director, Public Sector*** | The Director is responsible for the RSMs assigned to the Public Sector and is an escalation point of contact. The Primary Account Representative works closely with management on escalations and quality improvement processes to ensure customer satisfaction and contract compliance. |
| ***Director, Channel Partner/Management*** | Director of Channel works closely with the Primary Account Representative/Master Agreement Manager on program improvements, partner bulletins, escalations, and training to ensure compliance for approved reseller agents and subcontractors. |

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| ***Technical Support*** | Available 24 hours per day, 365 days per year. (*COVID-19 Help Desk Hours 21 Hrs per day, 365 Days per year) |
| ***Certified Reseller Partners*** | Certified Reseller Agents are local specialists who can provide agencies with expert advice, guidance to customize solutions for specific technology needs, pre- and post-sales support, and customer service support. Agents work closely with Getac team members to ensure the highest level of customer satisfaction. |

Getac sees the entire OMNIA Project Management team as a dynamic entity flexible to meet the special demands of the OMNIA contract, including each participating state. Getac understands that an experienced team is critical to the overall success of this program, Getac has assigned its most experienced teammates to cover each participating state's specific needs and deliverables. The Primary Account Representative/Master Agreement Manager will work with assigned Getac staff to effectively manage and drive the contract deliverables for each participating state.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

1. LOUISVILLE METRO POLICE DEPT KY Total Revenue: $1,529,210, Conrad Lanham, conrad.lanham@louisvilleky.gov, (502) 574-4623

2. CA DEPT OF TRANSPORTATION (CA DOT) (CALTRANS) Total Revenue: $6,132,488, AJ Hyer aaron.hyer@dot.ca.gov, (530) 565-0209

3. STANISLAUS COUNTY FIRE DEPT CA Total Revenue: $494,979, Chad Homme, Communications Coordinator, hommec@stanoes.com, (209) 652-4994

4. LAS VEGAS METRO POLICE DEPT NV Total Revenue: $6,304,740, Ellen Nisenbaum e1850609n@lvpd.com, (702) 828-4560

5. SAN JOSE POLICE DEPT CA Total Revenue: $3,572,676, Huan Nguyen huan.nguyen@sanjoseca.gov, (408) 896-8100

6. FLORIDA FISH & WILDLIFE COMMISSION FL (FWC) Total Revenue: $8,343,926, Mursch Ted, theodore.mursch@myfwc.com, (850) 582-375

7. ORLANDO POLICE DEPT FL Total Closed Revenue: $7,310,932, Justin Clark, City IT Department Computer Support Specialist, justin.clark@orlando.gov, (407) 246-3056

8. CAL FIRE - RIVERSIDE COUNTY Total Closed Revenue: $2,428,017, Nguyen Mihn, minh.nguyen@fire.ca.gov, (707) 889-4278

9. US DEPARTMENT OF HOMELAND SECURITY (DHS) Total Revenue: $196,958, Wheeler William, william.e.wheeler@ice.dhs.gov, (310) 628-2073

10. SAN BERNARDINO COUNTY SHERIFFS OFFICE CA Total Revenue: $4,966,789, Villarreal Edgar, evillarreal@sbsd.org, (909) 659-6701

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

There are two roles in Order Management: Order Entry and Customer Service. The Customer Service Representative (CSR) is the initial point of contact for post-sales issues (order status, delivery, billing, product return and replacement, product transitions, warranty issues). The CSR is the primary contact for internal Getac departments that are involved in processing orders. The CSR oversees fulfillment activities from order entry and acceptance to invoicing and delivery.

The value-added reseller partners supporting this contract have specific focuses on State and Local Government entities. These partners are aligned with the Getac Public Sector team and receive additional support from Getac's Field Sales organization. This alignment ensures partners have the proper support and competence to master the requirements set forth by the partnering government end users. The appointed resellers include large national organizations as well as local partners who often provide additional services around product deployment and implementation of Getac devices. These value- added resellers will work directly with the State and Local Government entities to provide both pre- and post-sales support, quotes, as well as installation and implementation services. Getac's value-added resellers will be the primary points of contact for acceptance of orders, invoicing, and payment.

These value-added resellers will source all Getac solutions and services through Getac's appointed distribution partners, who have a direct purchasing relationship with Getac, the manufacturer. Upon receiving a fully executed purchase order from the government end user, the value-added reseller will issue purchase order to one of the appointed distributor partners. The purchase order to distribution will include a copy of the end customer's purchase order for the purpose of tracking and reporting as indicated below.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

In response to Question #5. Q&R Response, a guaranteed contract sales is not required for this effort.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

The OMNIA contract is a not to exceed price and competitive procurements often result in a lower total price than the OMNIA contracted price. Getac is prepared to respond with MA pricing and competitive NTE pricing. If an agency refuses to use the MA, Getac may respond with a higher price.

# Exhibit F
# Federal Funds Certifications

## FEDERAL CERTIFICATIONS
### ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☑ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☑ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES TGT Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES TGT Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES TGT Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES TGT Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES TGT Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES TGT Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES TGT Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES TGT Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES TGT Initials of Authorized Representative of offeror

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES TGT Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES TGT Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES TGT Initials of Authorized Representative of offeror

## CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES TGT Initials of Authorized Representative of offeror

## CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES TGT Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

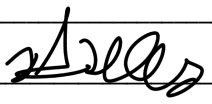
Offeror's Name:
Getac, Inc.

Address, City, State, and Zip Code:
15495 Sand Canyon Drive. Suite 350 Irvine CA 92618

Phone Number: 949.217.8939 Fax Number: 949.681.2999

Printed Name and Title of Authorized Representative:
Tammy Tubbs

Email Address:
tammy.tubbs@getac.com

Signature of Authorized Representative:  Date: 30 June 2022

## FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

**1. REMEDIES**

**a.** Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**2. TERMINATION FOR CAUSE AND CONVENIENCE**

**a.** Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**3. EQUAL EMPLOYMENT OPPORTUNITY**

When applicable:

**a.** Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b.** Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 4. DAVIS-BACON ACT

**a.** Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

**b.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

**c.** Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.

iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

**a.** Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

**b.** Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

**c.** Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

**a.** Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**b.** Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**c.** Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

**a.** Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

**b.** Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

**c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

**a.** Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

**b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

**c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

**a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

*Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**c.** Requirements.

**i.** These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

**ii.** In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

**iii.** Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

**d.** Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. BYRD ANTI-LOBBYING AMENDMENT**

**a.** Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

**c.** Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

**d.** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

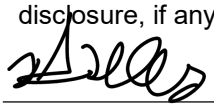
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Getac, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

TAMMY G. TUBBS, Contract Manager

Name and Title of Contractor's Authorized Official

30 June 2022

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

**a.** Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

**b.** Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

**c.** Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.

**d.** Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 13. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## 14. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 16. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: Getac, Inc.

Address, City, State, and Zip Code:
15495 Sand Canyon Drive. Suite 350 Irvine CA 92618

Phone Number: 949.217.8939 Fax Number: 949.681.2999

Printed Name and Title of Authorized Representative:
Tammy Tubbs

Email Address: tammy.tubbs@getac.com

Signature of Authorized Representative:

Date: 30 June 2022

## NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

| | |
|---|---|
| DOC #1 | Ownership Disclosure Form |
| DOC #2 | Non-Collusion Affidavit |
| DOC #3 | Affirmative Action Affidavit |
| DOC #4 | Political Contribution Disclosure Form |
| DOC #5 | Stockholder Disclosure Certification |
| DOC #6 | Certification of Non-Involvement in Prohibited Activities in Iran |
| DOC #7 | New Jersey Business Registration Certificate |
| DOC #8 | EEOAA Evidence |
| DOC #9 | MacBride Principals Form |

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

# STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** Getac, Inc.

**Organization Address:** 15495 Sand Canyon Drive. Suite 350 Irvine CA 92618

## Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

## Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

**OR**

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**) Type text here

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---|---|
| | |
| | |
| | |
| | |

## Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing,** ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

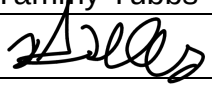
| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|---|
| | |
| | |
| | |

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|---|
| | |
| | |
| | |

## Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|---|---|---|---|
| Full Name (Print): | Tammy Tubbs | Title: | Contract Manager |
| Signature: |  | Date: | tammy.tubbs@getac.com |

DOC #2

# NON-COLLUSION AFFIDAVIT

| STANDARD BID DOCUMENT REFERENCE | |
|---|---|
| | **Reference: VII-H** |
| Name of Form: | **NON-COLLUSION AFFIDAVIT** |
| Statutory Reference: | No specific statutory reference<br>State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

**NON-COLLUSION AFFIDAVIT**

State of New Jersey
County of _____ ss:

I, Tammy Tubbs (name of affiant) residing in Corona (name of municipality)
in the County of Riverside and State of California of full age, being duly sworn according to law on my oath depose and say that:

I am Contract Manager (title or position) of the firm of Getac, Inc. (name of firm)

_____ the bidder making this Proposal for the bid

entitled City of Tucson RFP 226017 Mobile Computing Solutions (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Tucson (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Getac, Inc..

Subscribed and sworn to

before me this day

_____
Signature

June 30th, 2022

Tammy Tubbs
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT**
**(P.L. 1975, C.127)**

**Company Name:** Getac, Inc.

**Street:** 15495 Sand Canyon Road Suite 350

**City, State, Zip Code:** Irvine, CA 92618

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**Public Work – Over $50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

30 June 2022
***Date***

Tammy Tubbs, Contract Manager
***Authorized Signature and Title***

# P.L. 1995, c. 127 (N.J.A.C. 17:27)
# MANDATORY AFFIRMATIVE ACTION LANGUAGE

## PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

### Part I – Vendor Information

| | | | |
|---|---|---|---|
| Vendor Name: | Getac, Inc. | | |
| Address: | 15495 Sand Canyon Road Suite 350 | | |
| City: | Irvine | State: CA | Zip: 92618 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

| Signature | Printed Name | Title |
|---|---|---|
| | Tammy Tubbs | Contract Manager |

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

| Contributor Name | Recipient Name | Date | Dollar Amount |
|---|---|---|---|
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☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**
**N.J.S.A. 19:44A-20.26**

**County Name:**
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

| | | |
|---|---|---|
| Freeholders | County Clerk | Sheriff |
| {County Executive} | Surrogate | |

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

# STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership ☒ Corporation ☐ Sole Proprietorship Type text here

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

| | |
|---|---|
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

DOC #6

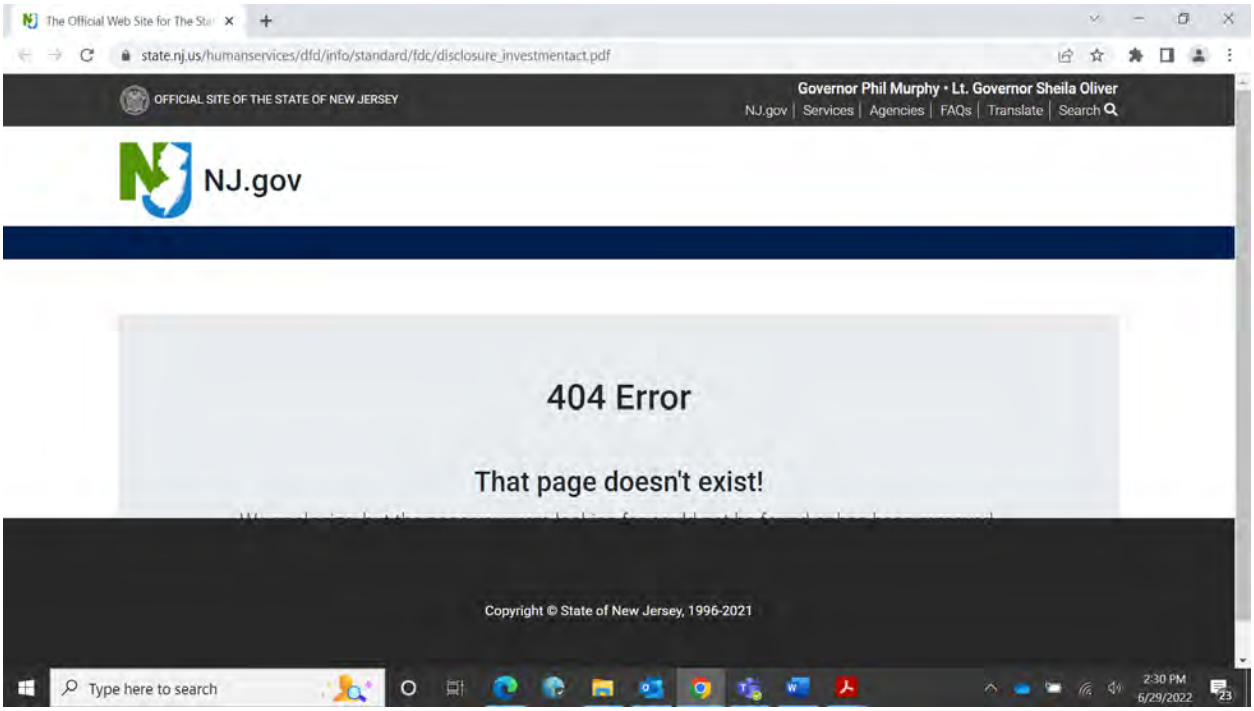
## Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

RESPONSE TO DOC #6
Certification of Non-Involvement in Prohibited Activities in Iran



DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**
**(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

RESPONSE TO DOC #7 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Getac FEIN – 95-4547422

DUNS – 928779305

CAGE – 00PP6

NAICS – 334111

The website ( https://www.njportal.com/DOR/BusinessRegistration/) was not functioning to obtain a NJ Business Entity ID #. Upon notice of award, we will actively engage with the State of NJ to complete this requirement.

DOC #8

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

# EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

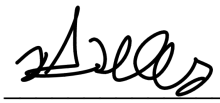
**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Tammy Tubbs Title: Contract Manager

Signature:  Date: 30 June 2022

DOC #9

**MACBRIDE-PRINCIPLES**

**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY**
**DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230**
**TRENTON, NEW JERSEY 08625-0230**

## MACBRIDE PRINCIPALS FORM

**BID SOLICITATION #:** 226017 **VENDOR/BIDDER:** Getac, Inc.

**VENDOR'S/BIDDER'S REQUIREMENT**
**TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

***OR***

☑ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

30 June 2022
Date

Tammy Tubbs / Contract Manager
Print Name and Title

DocuSign Envelope ID: 17FAFA7C-0EB4-43E9-87E8-2120136FAB84

# OFFER AND ACCEPTANCE

## OFFER

**TO THE CITY OF TUCSON:**
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Getac, Inc.
Company Name

15495 Sand Canyon Drive. Suite 350
Address

Irvine | CA | 92618
City | State | Zip

DocuSigned by: HSIN-JUNG LU
4E90B6EGEEG0448
Signature of Person Authorized to Sign

Printed Name

Hsin-Jung Lu
Title

For clarification of this offer, contact:

Name: Tammy Tubbs

Title: Capture Manager

Phone: 949.217.8939

Fax:

E-mail: tammy.tubbs@getac.com

## ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 226017 -- 01.

**CITY OF TUCSON**, a municipal corporation

Approved as to form:

This 14th day of April 20 23

Regina Nassen
As Tucson City Attorney and not personally personally

Awarded:

This 13th day of April 2023

Nathan Daon
As Director of Business Services and not

CITY OF TUCSON

# 4. RFP 226017

# CITY OF TUCSON

REQUEST FOR PROPOSAL

226017

MOBILE COMPUTING SOLUTIONS

Due Date: Thursday, June 30, 2022

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal
https://secure.procurenow.com/portal/tucson-az

Public Portal https://secure.procurenow.com/portal/tucson-az/projects/17227

PUBLISH DATE: April 28, 2022

Attachments:
A - OFFER AND ACCEPTANCE
F - OMNIA_Partners_Solicitation_Attachment
G - 226017 Price Page

# A. NOTICE

## A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 226017

TITLE: Mobile Computing Solutions

SUBMITTAL DUE DATE: Thursday, June 30, 2022 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Thursday, May 19, 2022

TIME: 10:00 am LOCAL AZ TIME

LOCATION: Microsoft Teams

QUESTIONS SHALL BE DIRECTED TO: Casey Adams (520) 837-4128
casey.adams@tucsonaz.gov

Posted Date: Thursday, April 28, 2022

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Reponses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

# B. INTRODUCTION

## B.1. Summary

The City of Tucson ("The City") is soliciting proposals from qualified firms to provide a Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services, to be delivered to various locations throughout the City of Tucson. Public Safety solutions for Tucson Police Department and Tucson Fire Department is the primary focus for the eventual contract with potential participation by other City departments like Tucson Water and General Services. Therefore, a comprehensive and varied offering of products and services will be needed to meet the diverse operations of the City.

## B.2. Background

The City of Tucson, as the Principal Procurement Agency, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Omnia Partners Attachment, or as otherwise agreed to. Omnia Partners Attachment contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Omnia Partners Attachment).

The City of Tucson anticipates spending approximately $900,000 over the full potential Master Agreement term for Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services . While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services purchased under the Master Agreement through OMNIA Partners is approximately $8,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

## B.3. Contact Information

**Casey Adams**
Senior Contract Officer
Email: casey.adams@tucsonaz.gov
Phone: (520) 837-4128
**Department:**
Business Services

## B.4. Timeline

| | |
|---|---|
| **Release Project Date** | April 28, 2022 |
| **Pre-Proposal Meeting (Non-Mandatory)** | May 19, 2022, 10:00am<br>Agenda<br><br>Microsoft Teams |
| **Question Submission Deadline** | May 27, 2022, 2:00pm |
| **Proposal Submission Deadline** | June 30, 2022, 2:00pm |

# C. SCOPE OF WORK

## C.1. General Requirements

A. QUALIFIED VENDORS: Offerors should meet the minimum qualifications:

1. Be an authorized reseller or manufacturer.
2. Have a strong national presence in the computer industry.
3. Have a distribution model capable of delivering products nationwide.
4. Have a demonstrated national sales presence.
5. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
6. Be able to provide the full range of products and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

B. ORDERING: Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:

1. Online
2. Telephone
3. Email

C. DELIVERY REQUIREMENT: Contractor agrees to deliver all products to the desktop of the ordering customer. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department.

D. USAGE REPORT: The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, serial number, item description, quantity sold and total spend by department, division, ordering entity, etc.

E. WAREHOUSING, DISTRIBUTION AND SALES FACILITIES: The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.

F. WARRANTY: Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than (3) three year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications in addition to temperature and humidity variations. No other express or implied warranty shall eliminate the vendor’s liability as stated herein.

## C.2. Product Requirements

A. RUGGED DEFINTIONS:

1. Ultra-Rugged: Designed to meet precise specifications for military use and are made to handle the harshest environmental conditions. An ultra-rugged laptop can be left out in a sandstorm, frozen in a blizzard or sent on a vibrating rocket into space without any detrimental effects. All products being offered shall meet or exceed the specifications defined in the most recent Department of Defense Test Method Standard as Military Grade. Most recent document is MIL- STD-810H 31 OCTOBER 2008. In addition, equipment offered and tested by the City shall function in extreme heat temperature of 150 degrees and wet, rainy, humid environments and a drastic change from to dry to humid as occurs in Tucson during the wet months. The devise will allow for precise daylight and night readability without glare.
2. Fully-Rugged: Designed from the inside-out to work in extreme temperatures, to be resistant to being dropped, to resist shocks and vibrations and to be dustproof and waterproof. A fully- rugged laptop may have a solid state hard drive.
3. Semi or Business-Rugged: Withstands harsh temperatures as well as extreme vibration such as in a vehicle riding over rough terrain. It can also handle some water on the keyboard. Semi- rugged laptops are typically regular laptops with better cases, rubber-mounted hard drives and spill-proof keyboards.

B. PRODUCT CATEGORIES: A complete and comprehensive line of technical product and service solutions including, but not limited to, the following:

1. Ruggedized Laptops: Components include touchscreens, solid state drives, vibration resistant/control, bezels, heat resistant, water resistant,
   a. Ultra-rugged
   b. Fully-rugged
   c. Semi or Business-rugged
2. Ruggedized Tablets: Touchscreens must be useable with latex or other medical gloves and q-tips, keyboard film, sanitization resistant, stylus secured to tablet.
   a. Ultra-rugged
   b. Fully-rugged
   c. Semi or Business-rugged
3. Accessories including but not limited to the following categories
   a. vehicle mounts
   b. desktop replicators
   c. docking stations
   d. batteries
   e. battery chargers

f. memory cards
g. external drives
h. extended warranties to include batteries
i. keyboards
j. keyboard covers
k. backlit keyboards
l. stylus
m. solid state drives
n. cases
o. touchscreens
p. aircard
q. cooling devices
r. Peripherals
s. other

4. Ancillary Products (includes 3rd Party products including but not limited to the following Ancillary products that complement and are associated with the proposed product lines.
   a. cradlepoint
   b. antennas
   c. other
   d. Other Technology Product Categories (list each category with a brief description)

C. CURRENT PRODUCTS: All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Newer versions released may be proposed during the term of the contract.

D. DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification regardless of whether or not defective product has been received by contractor.

E. PRODUCT/RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting product purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.

F. PRICING: Pricing shall be provided in the format of a discount off Suggested Retail Price (SRP) with the ability to provide discounts based on large quantity and large dollar spend. Because the “technology marketplace” is one of rapid change with new products and revisions

coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with the response. This formula will provide a method of determining the price of future configuration. In the event a product is discontinued, Vendor will provide a product of the same or greater functionality, utilizing the proposed discount structure. In addition, Vendor must notify the City in writing within 180 days of End of Life on all models.

G. SALES PROMOTIONS: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.

H. PRODUCT DEMONSTRATIONS: The City will conduct product demonstrations with those Offerors who proceed to this phase of the evaluation process. **The Offerors proposed products may be tested during a minimum 30-day window. The test time will start upon completion of vehicle installation, if applicable.** Offerors shall provide a specified quantity (to be determined later) of each proposed product for testing in the Tucson work environment. Demo products will be installed in law enforcement automobiles and motorcycles, in Fire and EMT vehicles, and field crew vehicles. The tests will document the performance of the proposed products in the actual work environments of staff, which includes inclement weather where extreme temperature changes exist. Temperatures inside vehicles can reach over 150 degrees, outdoor temperatures can reach 115 degrees and be very wet and humid due to the monsoon season. Staff shall document the functionality of the products and any issues that are experienced. Proposed products, including installation and removal, must be provided to City at no cost.

I. See below for a list of the equipment currently in use in the City of Tucson. Demo products will not be limited to only these types of equipment, and this list is being provided solely to give offerors an indication of the type of equipment currently in use.

## C.3. Additional Product Requirements

Products should include the following options:

- Basic Input/Output System (BIOS) Settings
- Blue Tooth (version 4.1 and above)
- Optical Drive
- Passthrough Requirements
- Dual Battery
- Security Options

Please include literature for any additional options/features that are available.

## C.4. Equipment Currently in Use by the City of Tucson

Department Manufacturer Model Number Installed Quantity Installed in Vehicle Type

Tucson Fire Panasonic CF31 130 MDTs

Tucson Fire Panasonic CF19 74 ePCR

Tucson Fire Panasonic FZ-G1/CF20 30 Fire Inspector

Tucson Fire Havis DS-GTC-801-3

Tucson Fire Gambler Johnson 7160-0568

NOTES:

CF31 - MDTs installed on Engines, Ladders, Ladder Tenders, Paramedic Units, F150, F250, F350

CF19 - Reporting software/ePCR for use on Engines, Ladders, Ladder Tenders, Paramedic Units, F150, F250, F350

FZ-G1 - Fire Inspector reporting tablet

DEMO UNITS: 3 MDTs, 3ePCRs and 3 Inspector units.

Department Manufacturer Model Number Quantity Vehicle Type

Tucson Police Panasonic CF20 47 Motorcycles

Tucson Police Panasonic CF54 1014 Patrol & unmarked units (SUVs and sedans) /Assigned to Individual detectives/Officers

Tucson Police Panasonic CF55 107 Patrol & unmarked units (SUV's and sedans)

Tucson Police Havis PS-PAN-421-2

## C.5. Service Requirements

A. SERVICE CATEGORIES: Offerors shall provide as many of the following associated services that are available through its distribution and sales network:
   1. Financing or Leasing
      a. Capital
      b. Operating
      c. Other
   2. Consulting
      a. Public safety equipment needs assessment and recommendation for upcoming use case
      b. Grant assessment and writing
      c. Other
   3. Repairs
      a. Onsite
      b. Repair Facility
      c. Other
   4. Installation:

a. Provide installation services.

5. Protection Plus
   a. List products.
   b. Provide details.
6. Extended Warranties
   a. List products.
   b. Provide details.
7. Training and Education
   a. Onsite
   b. Online
   c. Offsite
8. Customer Support Services: The policies and procedures for:
   a. Replacements
   b. Returns
   c. Restocking charges
   d. After hours service
   e. After sales support
   f. Out of stock
   g. Order tracing
   h. Technical feedback
   i. Quality assurance for orders
   j. Drop shipments
   k. Online support
      i. Customer
      ii. Technical
   l. Phone support
      i. Customer
      ii. Technical
   m. Location, hours and staff quantity of call centers
   n. other
9. Implementation
10. Misplaces or Stolen device location

11. Other Applicable Services. Value-add services not included in above categories.

# D. INSTRUCTIONS TO OFFERORS

## D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and subsequent contract, the following definitions shall apply:
**City:**The City of Tucson, Arizona

**Contract:**The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this RFP and any Amendments to the RFP, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Proposal submitted by Offeror as finally negotiated and accepted by the City.

**Contractor/Consultant:**A Successful Offeror that enters into a Contract with the City.

**Contract Representative:**The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

**Business Services Director:**The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offer:**Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

**Offeror:** Each individual or entity that submits a submittal in response to this solicitation.

**Will:**The indicated party is promising to take the action or abide by the condition.

**Must:** The action or condition is required.

**Should:**Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

## D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

## D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation

Amendment. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer or posted as a formal solicitation Amendment will be binding.

## D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at http://www.tucsonprocurement.com/ OpenGov:Procurement website and follow the City of Tucson will receive email notifications of solicitation addenda.

## D.5. UNDERSTANDING SCOPE OF WORK

Before submitting a response to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

## D.6. PREPARATION OF SUBMITTAL

A. Form and Organization. Offeror's Submittal must be on the forms provided in this solicitation (as applicable). Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.

B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."

C. Proposal Contents. Offeror's submittal must contain a response to all sections of the solicitation and forms must be completed and any requested supporting documentation attached.

D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.

E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.

F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.

G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.

I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.

J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

## D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

## D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax. The City is not tax exempt from sales tax, etc.

## D.9. PROPOSAL/SUBMITTAL FORMAT

A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

## D.10. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting a submittal in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its submittal, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

## D.11. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

## D.12. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its proposal, offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked “CONFIDENTIAL” on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request to which a Contractor record marked “CONFIDENTIAL” is responsive, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the records, the City may release the records without any liability to Offeror.

## D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

By submitting a response, Offeror warrants that:

A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.

B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.

C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.

D. No member of the City of Tucson Mayor and Council or any employee of the City involved in this solicitation process has any financial interest in Offeror’s firm.

The City may disqualify Offeror from further participation in the solicitation process if the City determines that Offeror has an actual or apparent conflict of interest or has engaged in any collusion or anti-competitive practices.

## D.14. WHEN AND HOW TO SUBMIT PROPOSALS

In order to be considered, Offeror must, no later than the Submittal Deadline, submit its response electronically through the City’s online bidding system. Submittal instructions and online bidding system can be found at the following link: https://www.tucsonprocurement.com/

NOTE: THE ENTIRE PROPOSAL MUST BE IN ""SUBMITTED"" STATUS IN THE CITY’S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN ""SUBMITTED"" STATUS BY THE PROPOSAL SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

## D.15. OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

## D.16. WITHDRAWAL OF SUBMITTAL; BINDING OFFER

By submitting a response to this solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted response at any time prior to the Submittal Deadline. Submittals can be withdrawn by clicking "unsubmit proposal" in the online bidding system.

## D.17. DISCUSSIONS/CLARIFICATIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

## D.18. TAX OFFSET POLICY

If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

## D.19. CONTRACT NEGOTIATIONS

Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

## D.20. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

A. Register with the City's Business Services Department. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

B. Obtain a City of Tucson Business License or a written determination from the City''s Business License Section that a license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City''s Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

## D.21. UPON NOTICE OF INTENT TO AWARD

The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

## D.22. AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

A. waive any immaterial defect or informality; or

B. reject any or all proposals, or portions thereof; or

C. reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Business Services Director and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

## D.23. PROPOSAL RESULTS

The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

## D.24. PROTESTS

A protest shall be in writing and shall be filed with the Business Services Director. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;

B. The signature of the protestant or its representative;

C. Identification of the Request for Proposal or Contract number;

D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and

E. The form of relief requested.

# E. PROPOSAL EVALUATION REQUIREMENTS

## E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price Proposal

C. Qualifications & Experience

## E.2. SHORTLIST

The City reserves the right to shortlist the offerors on any of the stated criteria. However, the City may determine that shortlisting is not necessary.

## E.3. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process.

## E.4. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

## E.5. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's proposal may be taken into consideration during the evaluation process.

## E.6. PRICE PROPOSAL

A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating price proposals.

B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's price proposal. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

## E.7. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT SUBMITTALS

Notwithstanding any other provision of this solicitation, the City may:

A. Waive any immaterial defect or informality; or

B. Reject any or all submittals, or portions thereof; or

C. Reissue the solicitation.

## E.8. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

## E.9. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within five (5) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

## E.10. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

## E.11. SUBMITTAL RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at http://www.tucsonprocurement.com/.

## E.12. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

A. The name, address, and telephone number of the protestant;

B. The signature of the protestant or its representative;

C. The solicitation or Contract number;

D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and

E. The form of relief requested.

# F. SPECIAL TERMS AND CONDITIONS

## F.1. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, is registered with OMNIA Partners, Public Sector, has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.tucsonprocurement.com/coop_partners.aspx and click on "Cooperatives" for a list of agencies that have Cooperative Purchasing Agreements with the City; see http://www.mesaaz.gov/home/showdocument?id=23638 for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, negotiate with an agency for payment of additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

## F.2. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

## F.3. PRICE ADJUSTMENT

The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

## F.4. TERM AND RENEWAL

The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for three (3) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

# G. INSURANCE REQUIREMENTS

## G.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract the following insurance coverage from insurers that have an “A.M. Best” rating of not less than A-VII:

## G.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

Each Occurrence: $1,000,000

General Aggregate: $2,000,000

Products & Completed Operations Aggregate: $2,000,000

Personal and Advertising Injury: $1,000,000

Blanket Contractual Liability: $1,000,000

## G.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than $1,000,000.

## G.4. Worker's Compensation. Policy must have coverage limits no lower than:

**Policy must have coverage limits no lower than:**

Per Occurrence: Statutory

Employer's Liability: $1,000,000

Disease Each Employee: $1,000,000

Disease Policy Limit: $1,000,000

[If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

## G.5. Professional Liability - Technology Errors & Omissions

Each Claim: $1,000,000

General Aggregate: $2,000,000

## G.6. Claims Made Insurance Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

## G.7. Additional Insurance Requirements

All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

A. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

B. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.

C. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

## G.8. Policy Change Notice.

Contractor will give the City 10 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

## G.9. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract.

## G.10. Acceptability of Insurers

Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

## G.11. Verification of Coverage

Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

## G.12. Subcontractors

Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

## G.13. Exceptions

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

# H. STANDARD TERMS AND CONDITIONS

## H.1. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

## H.2. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

## H.3. AFFIRMATIVE ACTION

Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

## H.4. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

## H.5. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

## H.6. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

## H.7. CHILD/SWEAT-FREE LABOR POLICY

The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

## H.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

## H.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

## H.10. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

## H.11. CONTRACT AMENDMENTS; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any amendments, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal amendment or change order has first been approved and executed by the City.

## H.12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

## H.13. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

## H.14. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

## H.15. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the solicitation and all Amendments to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the submittal submitted by Contractor as finally negotiated and accepted by the City, constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

## H.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

## H.17. FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).

D. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will

pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.

E. Subcontractors and Assigns. Contractor will include these Section H.31 requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, goods or services under this Contract.

## H.18. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

## H.19. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

## H.20. GOVERNING LAW AND VENUE

This Contract is governed by, and the City and Contractor will have all remedies afforded to each by, the Tucson Procurement Code and the laws of the State of Arizona. State law claims regarding this Contract must be brought in Pima County Superior Court.

## H.21. HUMAN RELATIONS

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

## H.22. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors,

officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

## H.23. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

## H.24. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

## H.25. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("Product") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

## H.26. ISREAL BOYCOTT DIVESTMENT

If this Contract has a value of $100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

## H.27. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

## H.28. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any claim, default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

## H.29. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

## H.30. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

## H.31. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

## H.32. PAYMENT

A. **Form of Payment.** Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

B. **Invoices.** Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.

C. **Timing of Payments.** The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.

D. **Payment Discounts.** Any early- or timely-payment discounts included in Contractor's submittal will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless freight and other charges are itemized, the discount will be calculated using the full invoice amount.

## H.33. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

## H.34. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

## H.35. RECORDS

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

## H.36. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract

## H.37. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

## H.38. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

## H.39. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

## H.40. SHIPMENT UNDER RESERVATION

No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

## H.41. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

## H.42. TERMINATION OF CONTRACT

A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.

B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.

C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor in the event that continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages as a result of termination under this paragraph.

## H.43. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

# I. EVALUATION PHASES

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
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| 1. | **Method of Approach - National Program**<br>A. Provide a response to the national program.<br>1. Include a detailed response to Attachment 1, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.<br>2. The successful offeror will be required to sign Attachment 1, Exhibit B, OMNIA Partners Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement. | N/A | N/A |

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| 2. | **Method of Approach - General Requirements**<br>A. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.<br>B. Describe your delivery commitment. If manufacturer is responding, describe how reseller will meet the delivery commitment:<br>1. What is your fill rate guarantee?<br>2. What are your delivery days?<br>3. Do you offer next day delivery?<br>4. How do you facilitate emergency orders?<br>5. Are shipping charges exempt for ALL who use this contract?<br>6. Describe how problems - such as a customer ordering a wrong product; a customer receiving a defective product; etc. is resolved.<br>7. Describe how products will be distributed to the City of Tucson and nationwide. Provide the number, size and location of distribution facilities, warehouses and retail network as applicable.<br>C. Describe your ordering capacity (telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate products, etc. If a manufacturer is responding, describe how the City and other agencies wishing to purchase from the contract will make a purchase. For example, are orders placed directly with the manufacturer or with resellers? If resellers, indicate the authorized resellers for any subsequent contract. | N/A | N/A |

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| | D. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.<br>E. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?<br>F. State any return and restocking policy, and any fees, if applicable associated with returns.<br>G. Submit additional information that will aid the City in evaluating your proposal. | | |

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| 3. | **Method of Approach - Product Requirements**<br>A. Provide a detailed written response to each requirement describing how the products offered will meet the Product Requirements of this solicitation for the City of Tucson and the national program. Offerors shall identify and describe their categories. If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the products available from the manufacturer and products available from reseller. For each proposed category, describe in detail and provide at a minimum the following types of information:<br>1. Identification and description of product categories offered<br>2. Identification and description of sub categories<br>3. Identification and description of manufacturers within each sub category.<br>B. Describe how your firm will notify customers of new products.<br>C. Describe the equipment solutions that are available that reduce the extreme heat that adversely impacts and prevents the proposed equipment from operating.<br>D. Submit additional information that will aid the City in evaluating your proposal. | N/A | N/A |

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| 4. | **Method of Approach - Service Requirements**<br>A. Provide a detailed written response to each requirement describing how the services offered will meet the Service Requirements of this solicitation for the City of Tucson and the national program. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:<br>1. Policies and programs detailing your efforts in these areas.<br>2. Literature explaining your capabilities.<br>B. Describe how services will be distributed to the City of Tucson and nationwide If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the services provided by the manufacturer and services provided by the reseller.<br>C. Describe the types of customer service available to agencies that use this contract:<br>D. Will the City of Tucson and Participating Agencies be assigned a dedicated service representative and/or a dedicated service team? If a manufacturer is responding, provide a representative at the manufacturer level and for each reseller. If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?<br>E. How are problems resolved?<br>F. What response time is guaranteed when a customer service request is made?<br>G. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?<br>H. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support | N/A | N/A |

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| | available, the location of technical support, and the hours of technical support.<br>I. Submit additional information that will aid the City in evaluating your proposal.<br>J. What is the turnaround time for repairs? Describe the process. Are loaner products available?<br>K. Describe the warranty period of products. Submit information on your warranty programs. | | |

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| 5. | **Method of Approach - Technology Requirements**<br>Describe your website and the ease-of-use for customers to perform the following types of tasks: to search for products; to find alternate products (if a certain product is not available); to perform side-by-side price comparison to products; to order products; to order products in advance (i.e., how far in advance of required delivery date can an order be placed?); to track order status, to include backordered items; to determine when an item was received and who received it; to restrict/block the ordering of certain line items and to restrict/block the ordering of groups; to create approval paths/levels for orders, to include creating an approval path for restricted items; to create a "favorites" list or other personalized list of frequently ordered items; to create a "shared" list for an agency to use; to obtain online customer service; to receive online training; to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders); to track their budget for purchases; to generate reports<br><br>Describe additional functionality offered by your website.<br><br>Describe the hours your website is applicable?<br><br>What are your hours of downtime, such as for system maintenance?<br><br>Does your website offer real time product availability?<br><br>If volume discounts are proposed, does your website automatically offer the order size incentive? For example, if an order reaches a certain amount, is a volume discount automatically offered and, if so, how is that conveyed to the customer?<br><br>Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?<br><br>Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self- registration, are you available to assist in the registration process?<br><br>Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display | N/A | N/A |

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| | customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc.<br><br>Describe the types of online reporting that are available. Is customized reporting available?<br><br>Describe your online return process (if available).<br><br>Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems?<br><br>Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc. | | |
| 6. | **Method of Approach - Reporting Requirements**<br>Contractor shall provide and supply customized usage reports upon request from the City of Tucson or any Participating Agency. At a minimum, the reports shall include the item number, item description, manufacturer number, total quantity ordered, number of orders and total spend for the requested time period. At a minimum, the City of Tucson requires an annual report within 30 calendar days of each contract years end date. | N/A | N/A |

| | | | |
|---|---|---|---|
| 7. | **Price Proposal**<br>A. Provide price proposal as requested on the Price Page attached herein.<br>B. Provide details of and propose more aggressive pricing for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc.<br>C. Describe any government rebate programs that are offered.<br>D. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.<br>E. The City anticipates new products within the categories described herein will be automatically available to Participating Public Agencies at the same proposed pricing methodology indicated above. If new products become available and will not be offered at the same pricing methodology describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced. | N/A | N/A |

| | | | |
|---|---|---|---|
| 8. | **Qualifications & Experience**<br>A. Provide a brief history and description of your firm.<br>B. Offeror is a reseller, provide proof your firm is an authorized reseller.<br>C. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number and email address). References from other public agencies, particularly municipal governments, with similar environmental conditions as the City of Tucson are preferred.<br>D. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference. | N/A | N/A |

# J. VENDOR QUESTIONNAIRE

## J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

## J.2. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

**City of Tucson Business License**

If yes on the above question please upload your business license.

## J.3. Credit Card Payment

**Will payment be accepted via commercial credit card?**

☐ Yes
☐ No

**If yes, can commercial payment(s) be made online?**

☐ Yes
☐ No
☐ N/A

**Will a third party be processing the commercial credit card payment(s)?**

☐ Yes
☐ No
☐ N/A

**If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).**

**If "no" to above, will consideration be given to accept the card?**

☐ Yes
☐ No
☐ N/A

## J.4. Forms to be filled out

Please ensure that all required information is included with your offer.

A. Technical Proposal
B. Pricing Proposal
C. Offer and Acceptance Form

### [redacted]Technical Proposal

Please upload your Vendor Response to Evaluation Criteria.

### [redacted]Pricing Proposal

Please upload your Pricing Proposal (if applicable).

### [redacted]Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

# AGENDA ITEM

## Administration

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 116/2025

**SUBJECT:** Approve the removal of the septic tank permit from the Development Services permitting workflow and require that septic tank permits be obtained from Environmental Health prior to a building permit application effective March 31, 2025.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** ZP

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the removal of the septic tank permit from the Development Services permitting workflow and require that septic tank permits be obtained from Environmental Health prior to a building permit application effective March 31, 2025.

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

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

**Attachments:**

# AGENDA ITEM

## Administration

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 113/2025

**SUBJECT:** Third public hearing regarding Hall County's intent to opt out of the statewide adjusted base year ad valorem homestead exemption for Hall County otherwise granted by O.C.G.A. § 48-5-44.2(b).

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** ZP

**Recommendation:**
n/a

**Purpose of Request:**
Third public hearing regarding Hall County's intent to opt out of the statewide adjusted base year ad valorem homestead exemption for Hall County otherwise granted by O.C.G.A. § 48-5-44.2(b).

**History:**

**Facts and Issues:**
The Public hearings are scheduled for February 13, 2025, February 24, 2025 and February 27, 2025.

**Options:**

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

**Approvals:**

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

| Approve | Attorney | Administration | Clerk |
|---|---|---|---|

**Attachments:**
Gainesville Times Ad (February 19, 2025 Edition)
Gainesville Times Ad (February 12, 2025 Edition)
Gainesville Times Ad (February 5-6, 2025 Edition)
Gainesville Times Ad (January 29, 2025 Edition)
Resolution

# Authorities: Two suspects connected to multiple car break-ins

BY NICK WATSON
nwatson@gainesvilletimes.com

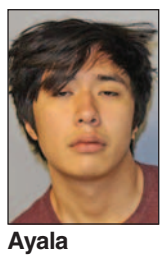
Hall County Sheriff's Office deputies found two Gainesville teenagers, who are suspects in multiple car break-ins, wearing black clothing and black masks in a stolen car in Gillsville Sunday, Feb. 16, according to authorities.

After a traffic stop, the driver of the stolen car "drove at the deputy in an attempt to strike him," according to the Sheriff's Office.

Armando Luna, 18, and Isaac Ayala, 19, were booked Sunday into the Hall County Jail.

Both men were charged with theft by taking and three counts of entering auto.

Luna


Ayala

Ayala was charged solely with aggravated assault on a peace officer, reckless driving, fleeing or attempting to elude and other traffic-related offenses.

Luna was additionally charged with possession of methamphetamine and obstruction.

Sheriff's Office spokeswoman B.J. Williams said all of the charges so far happened after 6 a.m. Sunday on Turning Leaf Drive.

The theft by taking charge concerned debit cards, gift cards, a Social Security card and driver's licenses taken from one of the cars, Williams said.

The investigator is also looking at other cases on Jasmine Court, Horseshoe Bend and Saddle Creek Drive to see if these two suspects are connected, Williams said.

A patrol deputy spotted the stolen car around 8:50 a.m. Sunday on Harmony Church Road and asked for other officers to help him find it.

"Two of the responding deputies, including a K9 handler, observed the vehicle at the intersection of Leafview Drive and Leafview Way and initiated a traffic stop," according to the Sheriff's Office. "A third deputy arrived, and as he exited his patrol vehicle to assist with the traffic stop, the driver of the stolen vehicle drove at the deputy in an attempt to strike him."

The officer was not injured, and the three deputies followed the suspects' car. It was ultimately found abandoned near East Vale Drive and Harmony East Drive, according to the Sheriff's Office.

Ayala was found by the K9 handler and his dog, but Luna escaped, authorities said.

Hours later, dispatch received a 911 call about a pedestrian wearing all black on Barrett Road.

"Deputies arriving at the scene spotted the suspect as the suspect ran into the wood line," according to the Sheriff's Office. "The K9 team that tracked Mr. Ayala responded to the scene and tracked the second suspect down Pond Fork Creek, arresting him."

Officers found a dollar bill with a "small amount of methamphetamine folded in it," according to the Sheriff's Office.

The Times has reached out to Magistrate Court officials to see if Ayala and Luna have an attorney.

FROM 1A

# Leonard

to January.

Gainesville Police Investigator Hannah Ruiz detailed the MO in the two thefts on Oct. 25 and Nov. 4: Two men talked with someone on Facebook with the name Thomas Jones about buying Jones' Playstation.

When the buyers got there, a different man showed up and made the deal. Subsequently, the suspect would ask for the man to take him to a nearby gas station.

Because the suspect was given a criminal trespass warning from the store, the man later identified as Leonard asked the buyer to go into the store for him, the investigator said.

"When he looked out the window, he saw that this person he just bought the Playstation from was leaving with the cash he just paid him and the Playstation," Ruiz said, describing the Oct. 25 incident.

The most serious allegations happened Dec. 13 with a man trying to sell "Jones" an Xbox Series X for $600.

Scott Rogers The Times

Jeremiya Leonard attends a committal hearing Monday, Feb. 17, in Hall County Magistrate Court for charges of armed robbery.

Leonard was accused of giving the man $400 in fake motion picture bills.

Ruiz said the suspect took the Xbox and pulled out a black handgun with a laser on it. The investigator reviewed surveillance footage from the Pines of Lanier apartments on Pine Cove Circle.

"The laser at one point is on (the victim's) chest," she said. "… It goes across (the victim's) car and then it also goes across some other bystanders that were in front of the leasing office as well."

That included the seller's 2-year-old boy, as Leonard was accused of saying he would kill the man and his son, Ruiz testified.

A taxi driver reported Dec. 22 that he was robbed at gunpoint, giving the suspect $300. A week later, another taxi driver reported a similar armed robbery.

"The suspect went as far as to remove (the taxi driver's) wallet from his pocket and he looked through it," the investigator said. "There was no cash, so he didn't keep the wallet or anything. But he then saw 40 bucks up in the driver's side visor."

A phone number used in one of the taxi driver cases was "used on Jeremiya Leonard's jail calls, and he's calling his girlfriend," Ruiz said.

Ruiz detailed a third case involving a taxi driver on Jan. 14, who reported a man pointed a black handgun with a blue laser at his head and demanded all of his money.

Leonard was accused of taking $400.

Police said Leonard met another man Dec. 29 to buy car parts on Paces Court. During the exchange, Leonard, who identified himself as "Chucky," was accused of punching the man in the face three times, according to police.

That man talked to his brother about the case, who knew a man named "Chucky" from high school and showed him his Instagram. Leonard was identified through the Instagram account, Ruiz said.

"We at the Gainesville Police Department actually know that that account belongs to Jeremiya Leonard," Ruiz said. "It's been subpoenaed in the past."

Skinner asked how Leonard was known to the police department.

"If you say his name in a shift change room, everybody will know exactly who he is," Ruiz said. "That's due to previous cases: maybe (school resource officers) in the high school, getting called out to shootings at Otila (Drive) that he wasn't arrested for or anything, but his name was very well known."

Ruiz obtained Facebook records that showed that the profile name changed from "Chucky Leonard" to the Jones moniker.

Leonard told investigators he was not responsible for the robberies at the Pines on Lanier or the taxi driver robberies, later admitting only to the Dec. 29 incident on Paces Court, Ruiz testified.

Skinner asked if any of the victims identified Leonard by name. Ruiz said only the man from the Dec. 29 Paces Court case identified him as "Chucky."

Neither side made any arguments after Ruiz's testimony, and Magistrate Court Judge Michelle Hall moved the case on to Superior Court as charged.

FROM 1A

# Retreat

The ranch off Tanners Mill Road, south of Candler Road/Ga. 60, would be operated by the long-established Free Chapel, which has a 160,000-square-foot campus at 3001 McEver Road, Gainesville.

"Most everyone in our community is familiar with what they've done for our community and what all they do," Rochester said. "This is not where they're going to be moving their campus."

Instead, Free Chapel plans to use the site, which was the former location of Fox Entertainment's "Monarch" until it was canceled in 2022, as a counseling center, as well as a place where burned-out pastors can be "re-energized."

"There's been a lot of rumors that this would be a rehab center," Rochester said. "That is not the case. ... Long-term care is not allowed."

The property – also the former longtime rural estate of Hall County businessman Milton Robson – "is going to continue to look like a ranch and low-density development but have the farm atmosphere, so that when people come there, it's a place where they can rejuvenate," Rochester said.

The property would feature a chapel, an activity/ministry center and a family counseling and wellness center. It would have 30 cabins/cottages and a lodge for overnight accommodations, according to planning documents.

"Overnight accommodations will be ... intended for exclusive use by members of the ministry and their guests, or guest group users of portions of Shiloh Ranch," documents state. "No overnight transitional, group home, or long-term rehabilitation facility will be housed or based on the property."

A "day/overnight/summer camp" also is planned "to offer a traditional Christian church camp experience for single-day, overnight, weekend (two night-three days), or single week accommodation for groups with interest in organized camp-type activities," documents state.

Accommodations will be provided in "bunkhouse settings" and/or in combination with the cabins/cottages.

New construction wouldn't be more than 390,000 square feet. Development would occur over 10 years.

The proposal drew opposition from several residents, including concerns about the proposed rezoning to planned commercial development. The property is now zoned as agricultural-residential.

Even Planning Commission member Shannon Davidson addressed the issue of what could happen if the property is sold at some point under a commercial zoning.

Rochester said the commercial category was the only one that fit the church proposal.

"I don't know any of the zoning categories in Hall County that would allow what they're trying to do," he said.

However, the plan's specifics would need to be followed by a new owner if the property is ever sold. For any other use, "they'd have to rezone it and do this entire process again and notify all the neighborhoods," Rochester said.

"I have to admit I am perplexed that ... people would rather have a neighborhood here than this very incredibly low-impact area that keeps most of this property pristine," he said.

Planning board member Frank Sosebee said, "I think that this is probably the least intrusive use for this property. It's one of the best uses, in my opinion."

Rochester DCCM's request is now set to go before the Hall County Board of Commissioners, which is set to take final action at a public hearing on March 27.

Gospel Singing
Thursday, February 20th, 2025
7:00PM
FEATURING:
THE INSPIRATIONS

CHRISTIAN HILL BAPTIST CHURCH
5833 GAILEY DRIVE (HWY. 129) CLERMONT, GA
REV. JIM ELLIS, PASTOR
PHONE: 770-718-7362
706-265-0655

## INTENT TO OPT OUT OF HOMESTEAD EXEMPTION

The Hall County Board of Commissioners intends to opt out of the statewide adjusted base year ad valorem homestead exemption for Hall County, Georgia.

All concerned citizens are invited to the public hearing on this matter to be held at:

Hall County Government Center
2nd Floor, Commission Meeting Room
2875 Browns Bridge Road
Gainesville, GA 30504
On Thursday, February 13, 2025, at 6:00 PM

Times and places of additional public hearings on this matter are at:

Hall County Government Center
2nd Floor, Commission Meeting Room
2875 Browns Bridge Road
Gainesville, GA 30504
On Monday, February 24, 2025, at 3:00 PM

Hall County Government Center
2nd Floor, Commission Meeting Room
2875 Browns Bridge Road
Gainesville, GA 30504
On Thursday, February 27, 2025, at 6:00 PM

# Judy Mecum, former HCSO deputy sheriff, dies

BY DENISE ETHERIDGE
deniseetheridge@gainesvilletimes.com

*Editor's note: This published in a previous E-Paper edition and is being provided here for print-only readers.*

Judy Mecum, who started the juvenile investigations division at the Hall County Sheriff's Office, died on Sunday, Jan. 26, following an extended illness. She was 84.

Mecum

Mecum, a retired investigator with the sheriff's office, was married to Dick Mecum, who served as Hall County Sheriff from 1980-1992.

HCSO Public Information Officer Derreck Booth confirmed Mecum's passing.

"Mecum, the wife of former Hall County Sheriff Richard "Dick" Mecum, served the Hall County community with honor as a member of the HCSO team from April 15, 1973, until Sept. 6, 1996," according to a written statement from the sheriff's office. "Judy Mecum achieved many things during her tenure, serving as a secretary, deputy sheriff and investigator, rising through the ranks of sergeant, lieutenant, and captain. Throughout her successful career, she served as commander of the Crimes Against Children Unit and the overall commander of Criminal Investigations."

"Over the years, I have had the honor and privilege of working with Judy Mecum," Hall County Sheriff Gerald Couch said. "She had a passion for law enforcement and was an exceptional investigator. I particularly recall her having a quick wit and dedication to solving child-related crimes. She helped make our community safer and was a true public servant."

Mecum was the first woman promoted to the rank of captain in the Detective's Investigations Division in Hall County Sheriff's Department history, according to her obituary. She entered the Hall County Sheriff's race in the early 2000's, but her campaign was cut short upon the death of her mother Silvia Clark, to care for her ailing father, and aunt, Omie Smith.

Chad White, a local law enforcement historian, posted on social media that Mecum attended the police academy in 1977. Judy and Dick Mecum married on Jan. 28, 1978, according to White.

Mecum grew up in Gainesville and graduated from Gainesville High School.

Funeral services will be held at 2:00 p.m. Thursday, Jan. 30, in the Chapel of Memorial Park Funeral Home at 2030 Memorial Park Dr. The family will receive friends at the funeral home on Wednesday, Jan. 29, from 6 p.m. to 8 p.m. with full Honor Guard.

# Rape case dismissed for Gainesville man after hearing

BY NICK WATSON
nwatson@gainesvilletimes.com

*Editor's note: This published in a previous E-Paper edition and is being provided here for print-only readers.*

After a 45-minute hearing, a Magistrate Court judge dismissed the rape charge for a 19-year-old Gainesville man Friday, Jan. 24.

Ricardo Ismael Franco appeared in court Friday with his attorney, Arturo Corso.

Franco was originally arrested Jan. 8 on one count of rape and has remained in the jail since then with no bond.

But without any evidence of the woman verbally or physically trying to revoke consent, Judge Michelle Hall dismissed the charge.

Assistant District Attorney Christina Park called Hall County Sheriff's Office Investigator John Galloway to the stand as the sole witness.

Galloway said the 19-year-old woman reported the incident on Nov. 18 to law enforcement, as the warrant alleged this happened between Nov. 16-17.

The investigator testified she was at a birthday party and had messaged Franco, agreeing to let him pick her up, go to the movies and return to his home.

When she asked Franco to take her home, he said he couldn't because he had trouble seeing at night.

"She said she began tickling him to wake him up to have him take her home," Galloway said. "And that led to one thing into another. She said he began to choke her and pull her hair."

When he asked to perform a sexual act, she said "she agreed to that because he was hurting her and she was wanting him to stop pulling her hair and choking her."

This then led to sex that the woman said was not consensual, telling the investigator that she had no romantic interest in him, Galloway testified.

Corso asked if the choking was an aspect of rough sex or wholly separate from the "lovemaking activity," to which Galloway said he believed it was "potentially a part of it."

When interviewed by Galloway, Franco said the woman consented to having sex when he asked.

"He described it as they were friends and they shouldn't be doing this," Galloway said. "And then he said it just felt weird so he stopped and then asked her if she would give him oral sex, and she agreed to that."

Galloway testified that the woman reported she was forced to perform oral sex, though there were no details offered showing force.

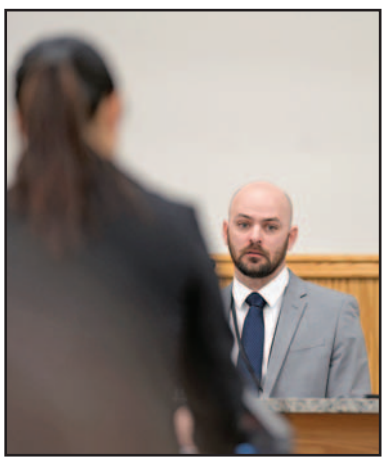
"She did nothing and said nothing to let Ricky know that she was not equally, passionately engaged in sex play," Corso said.

"From my understanding, no," Galloway responded.

Corso referenced a prior rape case adjudicated by Hall a few months prior at the same stage with similar details, where the judge ultimately dismissed the charge.

The defense attorney argued for the charges to be dismissed.

"I think we do see in a lot of rape victims where they are not vocal because they are afraid that any type of being vocal about not wanting to have further intercourse could escalate to a worse situation or even social pressure," Park said. "In this situation, the fact that she subjected herself to a rape test kit, I think, does support that she did not want this to happen."


Hall County Sheriff's Office Investigator John Galloway is questioned Friday, Jan. 24,in Hall County Magistrate Court by assistant district attorney Christina Park during a committal hearing for Ricardo Franco on a charge of rape. The charge against Franco was dismissed.

In her reasoning for the dismissal, the judge pointed to how the woman said yes when asked for consent to engage in sexual activity.

"He's left in the position of having to be a mind reader that she said that but that's not really what she meant," Hall said.

Hall did not fault Galloway for how he handled his investigation.

The judge reminded Franco that the district attorney's office could continue to investigate and potentially indict him on these charges later.

Corso expected his client would be released by Friday evening.

"The victim in this case was very honest about how things went down," Corso said after the hearing. "The officer was very honest about his investigation. And at the end of the day, the judge, she made the only decision she could make, which is to say … there's no way this kid could have known that the actions of the girl he was with did not exactly mirror her feelings in her head."

Photos by **Scott Rogers** The Times

Ricardo Franco, right, speaks with attorney Arturo Corso Friday, Jan. 24, in Hall County Magistrate Court following a dismissal of a charge of rape.


## INTENT TO OPT OUT OF HOMESTEAD EXEMPTION

The Town of Braselton intends to opt out of the statewide adjusted base year ad valorem homestead exemption for Town of Braselton. All concerned citizens are invited to the public hearing on this matter to be held at Braselton Courtroom in the Braselton Police and Municipal Court building at 5040 Highway 53 on January 9, 2025 at 4 pm. Times and places of additional public hearings on this matter are in the same location on February 6, 2025 at 4 pm and February 10, 2025 at 6 pm.

**INTENT TO OPT OUT OF HOMESTEAD EXEMPTION**

The Hall County Board of Commissioners intends to opt out of the statewide adjusted base year ad valorem homestead exemption for Hall County, Georgia.

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On Thursday, February 13, 2025, at 6:00 PM

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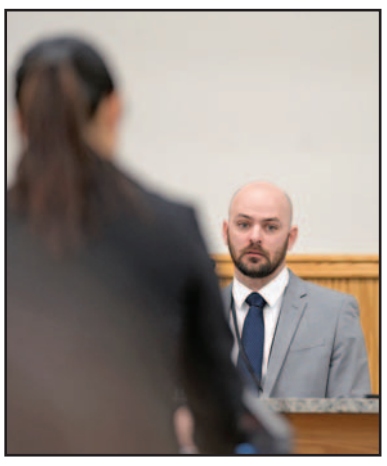
"I think we do see in a lot of rape victims where they are not vocal because they are afraid that any type of being vocal about not wanting to have further intercourse could escalate to a worse situation or even social pressure," Park said. "In this situation, the fact that she subjected herself to a rape test kit, I think, does support that she did not want this to happen."


Hall County Sheriff's Office Investigator John Galloway is questioned Friday, Jan. 24,in Hall County Magistrate Court by assistant district attorney Christina Park during a committal hearing for Ricardo Franco on a charge of rape. The charge against Franco was dismissed.

In her reasoning for the dismissal, the judge pointed to how the woman said yes when asked for consent to engage in sexual activity.

"He's left in the position of having to be a mind reader that she said that but that's not really what she meant," Hall said.

Hall did not fault Galloway for how he handled his investigation.

The judge reminded Franco that the district attorney's office could continue to investigate and potentially indict him on these charges later.

Corso expected his client would be released by Friday evening.

"The victim in this case was very honest about how things went down," Corso said after the hearing. "The officer was very honest about his investigation. And at the end of the day, the judge, she made the only decision she could make, which is to say … there's no way this kid could have known that the actions of the girl he was with did not exactly mirror her feelings in her head."

Photos by **Scott Rogers** The Times

Ricardo Franco, right, speaks with attorney Arturo Corso Friday, Jan. 24, in Hall County Magistrate Court following a dismissal of a charge of rape.


## INTENT TO OPT OUT OF HOMESTEAD EXEMPTION

The Town of Braselton intends to opt out of the statewide adjusted base year ad valorem homestead exemption for Town of Braselton. All concerned citizens are invited to the public hearing on this matter to be held at Braselton Courtroom in the Braselton Police and Municipal Court building at 5040 Highway 53 on January 9, 2025 at 4 pm. Times and places of additional public hearings on this matter are in the same location on February 6, 2025 at 4 pm and February 10, 2025 at 6 pm.

**INTENT TO OPT OUT OF HOMESTEAD EXEMPTION**

The Hall County Board of Commissioners intends to opt out of the statewide adjusted base year ad valorem homestead exemption for Hall County, Georgia.

All concerned citizens are invited to the public hearing on this matter to be held at:

Hall County Government Center
2nd Floor, Commission Meeting Room
2875 Browns Bridge Road
Gainesville, GA 30504
On Thursday, February 13, 2025, at 6:00 PM

Times and places of additional public hearings on this matter are at:

Hall County Government Center
2nd Floor, Commission Meeting Room
2875 Browns Bridge Road
Gainesville, GA 30504
On Monday, February 24, 2025, at 3:00 PM

Hall County Government Center
2nd Floor, Commission Meeting Room
2875 Browns Bridge Road
Gainesville, GA 30504
On Thursday, February 27, 2025, at 6:00 PM

# Judy Mecum, former HCSO deputy sheriff, dies

BY DENISE ETHERIDGE
deniseetheridge@gainesvilletimes.com

*Editor's note: This published in a previous E-Paper edition and is being provided here for print-only readers.*

Judy Mecum, who started the juvenile investigations division at the Hall County Sheriff's Office, died on Sunday, Jan. 26, following an extended illness. She was 84.

Mecum

Mecum, a retired investigator with the sheriff's office, was married to Dick Mecum, who served as Hall County Sheriff from 1980-1992.

HCSO Public Information Officer Derreck Booth confirmed Mecum's passing.

"Mecum, the wife of former Hall County Sheriff Richard "Dick" Mecum, served the Hall County community with honor as a member of the HCSO team from April 15, 1973, until Sept. 6, 1996," according to a written statement from the sheriff's office. "Judy Mecum achieved many things during her tenure, serving as a secretary, deputy sheriff and investigator, rising through the ranks of sergeant, lieutenant, and captain. Throughout her successful career, she served as commander of the Crimes Against Children Unit and the overall commander of Criminal Investigations."

"Over the years, I have had the honor and privilege of working with Judy Mecum," Hall County Sheriff Gerald Couch said. "She had a passion for law enforcement and was an exceptional investigator. I particularly recall her having a quick wit and dedication to solving child-related crimes. She helped make our community safer and was a true public servant."

Mecum was the first woman promoted to the rank of captain in the Detective's Investigations Division in Hall County Sheriff's Department history, according to her obituary. She entered the Hall County Sheriff's race in the early 2000's, but her campaign was cut short upon the death of her mother Silvia Clark, to care for her ailing father, and aunt, Omie Smith.

Chad White, a local law enforcement historian, posted on social media that Mecum attended the police academy in 1977. Judy and Dick Mecum married on Jan. 28, 1978, according to White.

Mecum grew up in Gainesville and graduated from Gainesville High School.

Funeral services will be held at 2:00 p.m. Thursday, Jan. 30, in the Chapel of Memorial Park Funeral Home at 2030 Memorial Park Dr. The family will receive friends at the funeral home on Wednesday, Jan. 29, from 6 p.m. to 8 p.m. with full Honor Guard.

# Rape case dismissed for Gainesville man after hearing

BY NICK WATSON
nwatson@gainesvilletimes.com

*Editor's note: This published in a previous E-Paper edition and is being provided here for print-only readers.*

After a 45-minute hearing, a Magistrate Court judge dismissed the rape charge for a 19-year-old Gainesville man Friday, Jan. 24.

Ricardo Ismael Franco appeared in court Friday with his attorney, Arturo Corso.

Franco was originally arrested Jan. 8 on one count of rape and has remained in the jail since then with no bond.

But without any evidence of the woman verbally or physically trying to revoke consent, Judge Michelle Hall dismissed the charge.

Assistant District Attorney Christina Park called Hall County Sheriff's Office Investigator John Galloway to the stand as the sole witness.

Galloway said the 19-year-old woman reported the incident on Nov. 18 to law enforcement, as the warrant alleged this happened between Nov. 16-17.

The investigator testified she was at a birthday party and had messaged Franco, agreeing to let him pick her up, go to the movies and return to his home.

When she asked Franco to take her home, he said he couldn't because he had trouble seeing at night.

"She said she began tickling him to wake him up to have him take her home," Galloway said. "And that led to one thing into another. She said he began to choke her and pull her hair."

When he asked to perform a sexual act, she said "she agreed to that because he was hurting her and she was wanting him to stop pulling her hair and choking her."

This then led to sex that the woman said was not consensual, telling the investigator that she had no romantic interest in him, Galloway testified.

Corso asked if the choking was an aspect of rough sex or wholly separate from the "lovemaking activity," to which Galloway said he believed it was "potentially a part of it."

When interviewed by Galloway, Franco said the woman consented to having sex when he asked.

"He described it as they were friends and they shouldn't be doing this," Galloway said. "And then he said it just felt weird so he stopped and then asked her if she would give him oral sex, and she agreed to that."

Galloway testified that the woman reported she was forced to perform oral sex, though there were no details offered showing force.

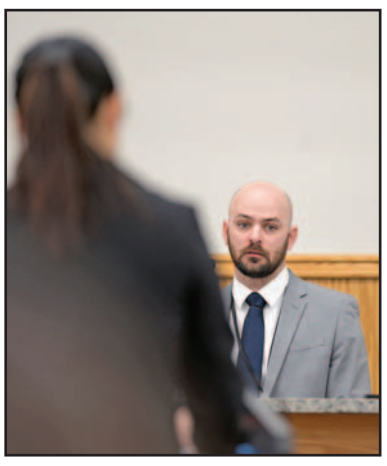
"She did nothing and said nothing to let Ricky know that she was not equally, passionately engaged in sex play," Corso said.

"From my understanding, no," Galloway responded.

Corso referenced a prior rape case adjudicated by Hall a few months prior at the same stage with similar details, where the judge ultimately dismissed the charge.

The defense attorney argued for the charges to be dismissed.

"I think we do see in a lot of rape victims where they are not vocal because they are afraid that any type of being vocal about not wanting to have further intercourse could escalate to a worse situation or even social pressure," Park said. "In this situation, the fact that she subjected herself to a rape test kit, I think, does support that she did not want this to happen."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STATE OF GEORGIA

COUNTY OF HALL

**A RESOLUTION BY HALL COUNTY, GEORGIA TO OPT OUT OF THE STATEWIDE HOMESTEAD EXEMPTION PURSUANT TO O.C.G.A. § 48-5-44.2**

**WHEREAS,** Georgia Code O.C.G.A. § 48-5-44.2, effective January 1, 2025, creates a statewide homestead exemption from ad valorem taxes levied by, for, or on behalf of the state or any county, consolidated government, municipality, or local school district in this state; and

**WHEREAS**, more specifically, O.C.G.A. § 48-5-44.2(i) authorizes the governing authority of any county, consolidated government, municipality, or school district to opt out of the homestead exemption otherwise granted with respect to such political subdivision through certain procedures and the adoption of a resolution by March 1, 2025; and

**WHEREAS,** Hall County, Georgia desires to opt out of the homestead exemption otherwise granted; and

**WHEREAS**, Hall County, Georgia has complied with the required procedures pursuant to O.C.G.A. § 48-5-44.2(i), including but not limited to, holding at least three public hearings on the intent to opt out and placing the required advertisement in a newspaper of general circulation and on its website as required;

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Commissioners of Hall County, Georgia hereby opts out of the homestead exemption otherwise granted by O.C.G.A. § 48-5-44.2.

**BE IT FURTHER RESOLVED,** that this Resolution shall become effective upon its approval by the Board of Commissioners of Hall County, Georgia.

**BE IT FURTHER RESOLVED,** that the Hall County Clerk is hereby directed to provide a certified copy of this Resolution to the Georgia Secretary of State no later than March 1, 2025.

**PASSED AND RESOLVED**, this the 27th day of February, 2025.

**HALL COUNTY BOARD OF COMMISSIONERS**

By: _____
David Gibbs, Chairman

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
William J. Linkous, III, County Attorney

# AGENDA ITEM

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

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 100/2025

**SUBJECT:** **0 & 4435 Ridge Road | Rezone |** from Planned Residential Development (PRD) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S, Tax parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | Commission District 1 | **Scott Puckett, Inc., applicant** Note: Tabled at the January 9, 2025 Voting Meeting until the January 23, 2025 Voting Meeting. Note: Tabled at the January 23, 2025 Voting Meeting until the February 13, 2025 Voting Meeting. Note: Tabled at the February 13, 2025 Voting Meeting until the February 27, 2025 Voting Meeting.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** BG

**Recommendation:**

Approval, with conditions

1. The property shall be developed in accordance with the site plan dated December 6, 2024, and as described in the project narrative dated August 23, 2024 and additional comments provided on November 1, 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:
    a. Commercial structures totaling no more than 16,000 square feet
    b. One hotel with a total of no more than 110 rooms
    c. Maximum of 274 multi-family residential units
    d. Maximum of 209 townhome residential units
    e. Maximum of 65 detached single-family residences
3. The development shall meet the following standards:
    a. The commercial buildings shall be no more than 3 stories in height.
    b. The hotel shall be no more than 5 stories in height.
    c. The multi-family residential buildings shall be no more than 4 total stories in height with no more than 3 stories visible from Friendship Road.
    d. Townhomes shall be no more than 4 total stories in height.
    e. Minimum lot size for detached single-family residences shall be 8,000 square feet with minimum heated floor area (HFA) of 1,800 square feet and not to exceed a height of 35 feet.
    f. Front-loaded townhome driveways shall be 20 feet from back of sidewalk to garage doors.

4. Final review and approval of building elevations is subject to the Director of Planning and Zoning, or their designee.
5. All single-family homes shall provide two car garages and driveways to accommodate two cars for parking. Driveways shall measure no less than 20 feet from back of sidewalk to the garage door.
6. Amenities including one pool for the multi-family section, one pool for the single-family section, tennis courts, pickleball courts, parks, mulched trails, and a clubhouse shall be completed prior to fifty percent (50%) of the certificates of occupancy issued for the residential development. Additional amenities may be constructed by the developer at the discretion and approval of the Director of Planning and Zoning, or their designee.
7. Access to the development shall be approved by Hall County Engineering Department and/or the Georgia Department of Transportation, as applicable. The recommendations of the traffic study, subject to final review and approval by both Hall County Engineering and the Georgia Department of Transportation, shall be implemented. Any costs associated with these improvements shall be the responsibility of the developer
8. The restrictive covenants for the subdivision and the documents establishing the property owner's association shall be submitted for review. These documents shall include a provision that assures 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.
9. 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.
10. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.
11. The location of property lines, structures or any other portion of the development in relation to the sewer line and associated easements shall be approved by the Hall County Engineering Department.
12. Prior to issuance of sign permits, other than general signs permitted pursuant to 17.270.050, the owner/developer shall submit a master sign package for street, wall, internal directional, temporary and other signs to be reviewed and approved by the Director of Planning and Zoning or their designee.
13. The development shall be limited to a maximum of four model homes prior to approval and recording of the final plat. All life safety regulations shall be satisfied prior to the issuance of a permit for a model home.
14. Two construction trailers shall be permitted, provided the conditions of Chapter 17.210 of the Official Code of Hall County are met.
15. All development, excluding single-family and townhomes, shall be subject to the standards of the Gateway Corridors Overlay District (GCOD, 17.420). No variances to Gateway Corridor Overlay Districts standards are granted other than those approved herein (GCOD, 17.420).
16. 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.
17. 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."
18. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
19. The internal road within the single-family section of the development must be a minimum of 26 feet in width or include secondary fire access into neighboring future residential development (tax parcels 15048 000016 and 15048 000154), and must be approved by the Hall County Fire Marshal and Hall County Engineering.
20. Prior to issuance of any building permits, the developer shall submit an Architectural Design Guidebook which lists a palette of acceptable building materials which will also designate required minimums and acceptable design alternatives to be reviewed and approved by the Planning and Zoning Director or their designee. The architectural renderings submitted with the application will not be considered representative of the approved building materials. The architectural standards outlined in the guidebook must meet those listed within the Gateway Corridor Overlay District code.
21. All exterior buffers surrounding the residential portion of the development shall be a minimum of 50 feet except for the section adjacent to parcel 15048 000065 as noted on site plan where the buffer may be a minimum of 40 feet.
22. There may be no more than 6 attached townhome units per building.
23. Buildings containing more than three attached units must be designed so that facades and roofs are staggered or offset by at least 3 feet for every grouping of three units.
24. Townhome garage door widths may be up to 67% of the front façade.
25. The development may include hammerhead turnarounds with a minimum 28 foot radius in lieu of cul-de-sacs and two curves in the townhome section shall be allowed to have 20 foot inside radii and 30 foot centerline radii as shown on the submitted site plan dated December 6, 2024.
26. The development may include a private easement to rear private alleyways for ingress and egress to the rear-loaded townhomes and associated access, with no sidewalks along the alleyway.

**Purpose of Request:**

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

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

| Submit | Approve | Attorney | Administration |
|---|---|---|---|
| JR | BG | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Board Memo
Recommendation Report
Application
Narrative
Updated Site Plan (rec'd 2/24/2025)
Updated Site Plan (rec'd 2/10/2025)
Site Plan
Storm Water Management Site Plan
Plat
Traffic Study
DRI Project Review
Maps
Renderings
Renderings - Stacked Townhomes
Stacked Town Home Rendering
Deeds
Water Availability
Sewer Availability
Environmental Health Comments
4.8.2024 GDOT Letter
GDOT Comments
Public Works Comments
Fire Comments
Request to Table - rec'd 1/8/2025
Request to Table to February 13 2025 (Rec'd 1/21/2025)
Notice Sign

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
**Beth Garmon**

# Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PLANNING AND ZONING

**To:** David Gibbs, 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:** December 23, 2024

**Subject:** **0 & 4435 Ridge Road | Rezone |** from Planned Residential Development (PRD) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract| Zoned PRD & S-S, Tax Parcels 08154 000022 & 000017 **| Proposed Use: Mixed-use development | Scott Puckett, Inc., applicant**

---

The request before you is from Scott Puckett, Inc. to rezone from Planned Residential Development (PRD) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) for a mixed-use development. This item is located within Commission District 1.

At their December 16, 2024 meeting, the Hall County Planning Commission voted to recommend approval with twenty-six (26) conditions **(3-0, Hunt and Sosebee absent).**

Staff recommendation: **Denial,** as the proposed use is inconsistent with the future land use classification of Mixed Use Corridor in the Comprehensive Plan.

**Public Comment:**

- October 21, 2024 HCPC: **No comments** were submitted in advance of the meeting.
- November 18, 2024 HCPC: **No comments** were submitted in advance of the meeting and **one (1) person spoke in support** during the public hearing.
- December 16, 2024 HCPC: The public comment portion was closed.

**Planning Commission Conditions:**

1. The property shall be developed in accordance with the site plan dated December 6, 2024, and as described in the project narrative dated August 23, 2024 and additional comments provided on November 1, 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:

    a. Commercial structures totaling no more than 16,000 square feet
    b. One hotel with a total of no more than 110 rooms
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    e. Maximum of 65 detached single-family residences

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**HALL COUNTY PLANNING COMMISSION**
**RECOMMENDATION REPORT**

**Applicant** ..... Scott Puckett, Inc.

**Request** ..... Rezone | from Planned Residential Development (PRD, 17.180.060) and Suburban Shopping (S-S, 17.140) to Planned Commercial Development (PCD, 17.180.080)

**Proposed Use** ..... Mixed-use development

**Size** ..... 74.38± acres

**Zoning** ..... Current: Planned Residential Development (PRD, 17.180.060) and Suburban Shopping (S-S, 17.140) | Proposed: Planned Commercial Development (PCD, 17.180.080)

**Location** ..... **0 & 4435 Ridge Road** | Tax Parcels 08154 000022 & 000017

**Commission District** ..... One

**Planning Commission Date** ..... October 21, 2024
November 18, 2024
December 16, 2024

**Staff Recommendation** ..... **Denial**, as the proposed use is inconsistent with the future land use classification of Mixed Use Corridor in the Comprehensive Plan.

**Record Numbe**r ..... HZON24-0031

**Planning Commission Recommendations** ..... **Approval, with conditions**

**Vote: 3-0 (Hunt and Sosebee absent)**

***Planning Commission Conditions:***

1. The property shall be developed in accordance with the site plan dated December 6, 2024, and as described in the project narrative dated August 23, 2024 and additional comments provided on November 1, 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:
    a. Commercial structures totaling no more than 16,000 square feet

b. One hotel with a total of no more than 110 rooms
c. Maximum of 274 multi-family residential units
d. Maximum of 209 townhome residential units
e. Maximum of 65 detached single-family residences

3. The development shall meet the following standards:

    a. The commercial buildings shall be no more than 3 stories in height.
    b. The hotel shall be no more than 5 stories in height.
    c. The multi-family residential buildings shall be no more than 4 total stories in height with no more than 3 stories visible from Friendship Road.
    d. Townhomes shall be no more than 4 total stories in height.
    e. Minimum lot size for detached single-family residences shall be 8,000 square feet with minimum heated floor area (HFA) of 1,800 square feet and not to exceed a height of 35 feet.
    f. Front-loaded townhome driveways shall be 20 feet from back of sidewalk to garage doors.

4. Final review and approval of building elevations is subject to the Director of Planning and Zoning, or their designee.

5. All single-family homes shall provide two car garages and driveways to accommodate two cars for parking. Driveways shall measure no less than 20 feet from back of sidewalk to the garage door.

6. Amenities including one pool for the multi-family section, one pool for the single-family section, tennis courts, pickleball courts, parks, mulched trails, and a clubhouse shall be completed prior to fifty percent (50%) of the certificates of occupancy issued for the residential development. Additional amenities may be constructed by the developer at the discretion and approval of the Director of Planning and Zoning, or their designee.

7. Access to the development shall be approved by Hall County Engineering Department and/or the Georgia Department of Transportation, as applicable. The recommendations of the traffic study, subject to final review and approval by both Hall County Engineering and the Georgia Department of Transportation, shall be implemented. Any costs associated with these improvements shall be the responsibility of the developer

8. The restrictive covenants for the subdivision and the documents establishing the property owner's association shall be submitted for review. These documents shall include a provision that assures 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.

9. 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.

10. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.

11. The location of property lines, structures or any other portion of the development in relation to the sewer line and associated easements shall be approved by the Hall County Engineering Department.
12. Prior to issuance of sign permits, other than general signs permitted pursuant to 17.270.050, the owner/developer shall submit a master sign package for street, wall, internal directional, temporary and other signs to be reviewed and approved by the Director of Planning and Zoning or their designee.
13. The development shall be limited to a maximum of four model homes prior to approval and recording of the final plat. All life safety regulations shall be satisfied prior to the issuance of a permit for a model home.
14. Two construction trailers shall be permitted, provided the conditions of Chapter 17.210 of the Official Code of Hall County are met.
15. All development, excluding single-family and townhomes, shall be subject to the standards of the Gateway Corridors Overlay District (GCOD, 17.420). No variances to Gateway Corridor Overlay Districts standards are granted other than those approved herein (GCOD, 17.420).
16. 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.
17. 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.”
18. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
19. The internal road within the single-family section of the development must be a minimum of 26 feet in width or include secondary fire access into neighboring future residential development (tax parcels 15048 000016 and 15048 000154), and must be approved by the Hall County Fire Marshal and Hall County Engineering.
20. Prior to issuance of any building permits, the developer shall submit an Architectural Design Guidebook which lists a palette of acceptable building materials which will also designate required minimums and acceptable design alternatives to be reviewed and approved by the Planning and Zoning Director or their designee. The architectural renderings submitted with the application will not be considered representative of the approved building materials. The architectural standards outlined in the guidebook must meet those listed within the Gateway Corridor Overlay District code.

21. All exterior buffers surrounding the residential portion of the development shall be a minimum of 50 feet except for the section adjacent to parcel 15048 000065 as noted on site plan where the buffer may be a minimum of 40 feet.
22. There may be no more than 6 attached townhome units per building.
23. Buildings containing more than three attached units must be designed so that facades and roofs are staggered or offset by at least 3 feet for every grouping of three units.
24. Townhome garage door widths may be up to 67% of the front façade.
25. The development may include hammerhead turnarounds with a minimum 28 foot radius in lieu of cul-de-sacs and two curves in the townhome section shall be allowed to have 20 foot inside radii and 30 foot centerline radii as shown on the submitted site plan dated December 6, 2024.
26. The development may include a private easement to rear private alleyways for ingress and egress to the rear-loaded townhomes and associated access, with no sidewalks along the alleyway.

**Excerpts from the minutes of the December 12, 2024 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request.

**Tyler Smith, 340 Jesse Jewel Parkway, Suite 300, Gainesville,** presented the request. The applicant is requesting to rezone a combined 74.38± acres zoned Planned Residential Development (PRD, 17.180.060) and Suburban Shopping (S-S, 17.140) within the Gateway Corridors Overlay District (GCOD, 17.420) to Planned Commercial Development (PCD, 17.180.080) for a mixed-use development. The proposed development includes: 4 buildings for commercial, retail, and restaurant uses; 1 hotel with 110 rooms; 274 multi-family residential units; 209 townhomes; and 65 single-family detached residences; along with various amenity features. The overall proposed density for the development is 7.46 dwelling units per acre; the calculated density does not include the hotel or commercial uses within the development.

***Planning Commission Comments:***

Mr. Braswell recalled from the previous meeting that a condition for 26 foot wide roads were required but now the applicant is requesting to do either 26 foot wide roads or have an additional fire access point connecting this property to the adjacent tax parcels 15048 000016 and 15048 000154 where future development for single-family homes has previously been approved. The applicant confirmed this was the request. Mr. Braswell asked about the variance request for the front setback on front loaded townhomes. The applicant explained that the right-of-way is proposed 16 feet from the garage door; however, the back of sidewalk will be set a total of 20 feet from the garage door providing for a 20-foot driveway.

***Motion: A motion to approve, with conditions was made by Johnny Varner and seconded by Gina Pilcher. Vote: 3-0 (Hunt and Sosebee absent)***

*Conditions:*

1. The property shall be developed in accordance with the site plan dated December 6, 2024, and as described in the project narrative dated August 23, 2024 and additional comments provided on November 1, 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:

    a. Commercial structures totaling no more than 16,000 square feet
    b. One hotel with a total of no more than 110 rooms
    c. Maximum of 274 multi-family residential units
    d. Maximum of 209 townhome residential units
    e. Maximum of 65 detached single-family residences

3. The development shall meet the following standards:

    a. The commercial buildings shall be no more than 3 stories in height.
    b. The hotel shall be no more than 5 stories in height.
    c. The multi-family residential buildings shall be no more than 4 total stories in height with no more than 3 stories visible from Friendship Road.
    d. Townhomes shall be no more than 4 total stories in height.
    e. Minimum lot size for detached single-family residences shall be 8,000 square feet with minimum heated floor area (HFA) of 1,800 square feet and not to exceed a height of 35 feet.
    f. Front-loaded townhome driveways shall be 20 feet from back of sidewalk to garage doors.

4. Final review and approval of building elevations is subject to the Director of Planning and Zoning, or their designee.

5. All single-family homes shall provide two car garages and driveways to accommodate two cars for parking. Driveways shall measure no less than 20 feet from back of sidewalk to the garage door.

6. Amenities including one pool for the multi-family section, one pool for the single-family section, tennis courts, pickleball courts, parks, mulched trails, and a clubhouse shall be completed prior to fifty percent (50%) of the certificates of occupancy issued for the residential development. Additional amenities may be constructed by the developer at the discretion and approval of the Director of Planning and Zoning, or their designee.

7. Access to the development shall be approved by Hall County Engineering Department and/or the Georgia Department of Transportation, as applicable. The recommendations of the traffic study, subject to final review and approval by both Hall County Engineering and the Georgia Department of Transportation, shall be implemented. Any costs associated with these improvements shall be the responsibility of the developer

8. The restrictive covenants for the subdivision and the documents establishing the property owner's association shall be submitted for review. These documents shall include a provision

that assures 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.

9. 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.

10. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.

11. The location of property lines, structures or any other portion of the development in relation to the sewer line and associated easements shall be approved by the Hall County Engineering Department.

12. Prior to issuance of sign permits, other than general signs permitted pursuant to 17.270.050, the owner/developer shall submit a master sign package for street, wall, internal directional, temporary and other signs to be reviewed and approved by the Director of Planning and Zoning or their designee.

13. The development shall be limited to a maximum of four model homes prior to approval and recording of the final plat. All life safety regulations shall be satisfied prior to the issuance of a permit for a model home.

14. Two construction trailers shall be permitted, provided the conditions of Chapter 17.210 of the Official Code of Hall County are met.

15. All development, excluding single-family and townhomes, shall be subject to the standards of the Gateway Corridors Overlay District (GCOD, 17.420). No variances to Gateway Corridor Overlay Districts standards are granted other than those approved herein (GCOD, 17.420).

16. 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.

17. 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.”

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

19. The internal road within the single-family section of the development must be a minimum of 26 feet in width or include secondary fire access into neighboring future residential development (tax parcels 15048 000016 and 15048 000154), and must be approved by the Hall County Fire Marshal and Hall County Engineering.

20. Prior to issuance of any building permits, the developer shall submit an Architectural Design Guidebook which lists a palette of acceptable building materials which will also designate required minimums and acceptable design alternatives to be reviewed and approved by the Planning and Zoning Director or their designee. The architectural renderings submitted with the application will not be considered representative of the approved building materials. The architectural standards outlined in the guidebook must meet those listed within the Gateway Corridor Overlay District code.

21. All exterior buffers surrounding the residential portion of the development shall be a minimum of 50 feet except for the section adjacent to parcel 15048 000065 as noted on site plan where the buffer may be a minimum of 40 feet.

22. There may be no more than 6 attached townhome units per building.

23. Buildings containing more than three attached units must be designed so that facades and roofs are staggered or offset by at least 3 feet for every grouping of three units.

24. Townhome garage door widths may be up to 67% of the front façade.

25. The development may include hammerhead turnarounds with a minimum 28 foot radius in lieu of cul-de-sacs and two curves in the townhome section shall be allowed to have 20 foot inside radii and 30 foot centerline radii as shown on the submitted site plan dated December 6, 2024.

26. The development may include a private easement to rear private alleyways for ingress and egress to the rear-loaded townhomes and associated access, with no sidewalks along the alleyway.

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**Summary of Revisions for December 16, 2024 Planning Commission meeting**

On Friday, December 6, 2024 an updated site plan was provided to Planning staff for the application of Scott Puckett, LLC to rezone 0 & 4435 Ridge Road from PRD and S-S to PCD for a mixed-use development. The applicant has identified the following changes to the site plan that differ from the previous concept:

1. Modified site layout to include 26 foot wide internal streets in order to meet emergency access requirements
2. Modification of buffers to allow for 50 foot buffers along all external boundaries within the single-family section of the development.
3. A variance request to allow for a reduction from 50 feet to 40 feet for the transitional buffer where adjacent to parcel 15048 000065.

4. Proposed secondary fire safety access from adjacent community, shown as future development
5. A variance request to allow front loaded townhomes a front setback of 16 feet.

Updated development summary as shown below:

| | Previous | Updated |
|---|---|---|
| Townhomes Total | 224 | 209 |
| Front Loaded | 118 | 115 |
| Rear Loaded | 106 | 94 |
| Single Family Detached | 65 | 65 |
| Residential Density | 7.60 DUA | 7.37 DUA |
| Non-Impacted Stream Buffer | 24% | 23.5.0% |
| Southern Transitional Buffer | 25 ft | 50 ft |

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**Summary of Revisions for November 18, 2024 Planning Commission meeting**

Dear Board of Commissioners,

On Friday, November 1, 2024 an updated site plan was provided to Planning staff for the application of Scott Puckett, LLC to rezone 0 & 4435 Ridge Road from PRD and S-S to PCD for a mixed-use development. The applicant has identified the following changes to the site plan that differ from the previous concept:

1. Addition of a 50-foot buffer along the southern boundary of the development.
2. Modified site layout to show front-loaded townhomes with varied setbacks from street on the southern portion of the development, rather than single-family detached lots.
3. Variation of front setbacks of townhomes on the north side of the development. The site plan does not indicate the proposed setbacks for these units.
4. Modified entrance to a boulevard/median design at the single-family section of the development.
5. Increased width to 26 feet where street connects multi-family to single-family sections.
6. Updated development summary as shown below:

| | Previous | Updated |
|---|---|---|
| Townhomes Total | 207 | 224 |
| Front Loaded | 99 | 118 |
| Rear Loaded | 108 | 106 |
| Single Family Detached | 74 | 65 |
| Residential Density | 7.46 DUA | 7.60 DUA |
| Non-Impacted Stream Buffer | 24.2% | 24.0% |
| Southern Transitional Buffer | 25 ft | 50 ft |

**Staff recommends DENIAL of the applicant's request. However, if the Planning Commission chooses to approve this request, Staff recommends the following conditions:**

1. The property shall be developed in accordance with the site plan dated August 22, 2024, and as described in the project narrative dated August 23, 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:

    a. Commercial structures totaling no more than 16,000 square feet
    b. One hotel with a total of no more than 110 rooms
    c. Maximum of 274 multi-family residential units
    d. Maximum of 207 townhome residential units
    e. Maximum of 74 detached single-family residences

3. The development shall meet the following standards:

    a. The commercial buildings shall be no more than 3 stories in height.
    b. The hotel shall be no more than 3 stories in height
    c. The multi-family residential buildings shall be no more than 3 total stories in height
    d. Townhomes shall be no more than 4 total stories in height.
    e. Minimum lot size for detached single-family residences shall be 8,000 square feet with minimum heated floor area (HFA) of 1,800 square feet and not to exceed a height of 35 feet.

4. Final review and approval of building elevations is subject to the Director of Planning and Zoning, or their designee.

5. All single-family homes and townhomes shall provide two car garages and driveways to accommodate two cars for parking. Driveways shall measure no less than 20 feet from back of sidewalk to the garage door.

6. Amenities including one pool for the multi-family section, one pool for the single-family section, tennis courts, pickleball courts, parks, mulched trails, and a clubhouse shall be completed prior to fifty percent (50%) of the certificates of occupancy issued for the residential development. Additional amenities may be constructed by the developer at the discretion and approval of the Director of Planning and Zoning, or their designee.

7. Access to the development shall be approved by Hall County Engineering Department and/or the Georgia Department of Transportation, as applicable. The recommendations of the traffic study, subject to final review and approval by both Hall County Engineering and the Georgia Department of Transportation, shall be implemented. Any costs associated with these improvements shall be the responsibility of the developer

8. The restrictive covenants for the subdivision and the documents establishing the property owner's association shall be submitted for review. These documents shall include a provision that assures 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.

9. 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.

10. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.

11. The location of property lines, structures or any other portion of the development in relation to the sewer line and associated easements shall be approved by the Hall County Engineering Department.

12. Prior to issuance of sign permits, other than general signs permitted pursuant to 17.270.050, the owner/developer shall submit a master sign package for street, wall, internal directional, temporary and other signs to be reviewed and approved by the Director of Planning and Zoning or their designee.

13. The development shall be limited to a maximum of four model homes prior to approval and recording of the final plat. All life safety regulations shall be satisfied prior to the issuance of a permit for a model home.

14. Two construction trailers shall be permitted, provided the conditions of Chapter 17.210 of the Official Code of Hall County are met.

15. All development, excluding single-family and townhomes, shall be subject to the standards of the Gateway Corridors Overlay District (GCOD, 17.420) standards. No variances to Gateway Corridor Overlay Districts standards are granted other than those approved herein (GCOD, 17.420).

16. 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.

17. 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."

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

**The following should be considered as exceptions to the Official Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:**

1. 17.180.060.B.5. – Buffers

A minimum 50 foot planted buffer shall be established along the perimeter of all property boundaries adjacent to residential and/or non-residential zoning districts to ensure that the planned residential development is appropriately screened. The planted buffers shall conform to the requirements as described in section 17.260.020 titled vegetation buffers and vision clearance. In conditions where required stream buffers exist along a perimeter property boundary, the planning director may grant exemptions from the 50 foot planted buffer if a stream buffer meets or exceeds the 50 foot planted buffer width.

- The applicant has proposed a 25 foot transitional buffer.

2. 17.180.060.B.9. – Architectural Standards

C) Townhouse garages. Townhouses fronting an arterial or collector street shall be rear-loaded. Townhouses fronting a minor street may be rear-loaded or front-loaded.

ii) Front-loaded. Garage doors shall constitute no more than 50 percent of the width of the individual townhouse unit.

- For the townhomes, the submitted narrative propose a maximum garage door width of 67 percent of the front façade.

3. 17.420.050.H.1.b. – GCOD Architectural standards for non-residential buildings

Building height. Any non-residential building located within 250 feet of a residential or agricultural use street shall be limited to no more than three stories in height.

- The applicant has proposed no more than 5 stories in height for the hotel.
- The applicant has proposed a 3-4 story split for multi-family units

4. 16.60.160. – Width of right-of-way.

C. Standard cul-de-sac. The right-of-way shall extend to a minimum 60-foot radius measured from the center of the cul-de-sac, and the total width shall be evenly divisible by ten feet.

- The applicant is proposing a reduction of the minimum radius by:
  1. Proposing hammerhead with 28 foot radius in lieu of cul-de-sac in Townhome portion of the development
  2. Proposing two of the curves in the townhome section of the development have a 20 foot inside radius and 30 foot centerline radius

5. Title 16 – Subdivision

- General design requirements for subdivision road regulations are outlined within Chapter 16. Variances must be specified and justified for consideration.
  - The applicant requests a variance to allow a private easement to rear private alleyways for ingress and egress to the rear-loaded townhomes and associated access, with no sidewalks along the alleyway.

**Summary Analysis**

The applicant is requesting to rezone a combined 74.38± acres zoned Planned Residential Development (PRD, 17.180.060) and Suburban Shopping (S-S, 17.140) within the Gateway Corridors Overlay District (GCOD, 17.420) to Planned Commercial Development (PCD, 17.180.080) for a mixed-use development. The proposed development includes: 4 buildings for commercial, retail, and restaurant uses; 1 hotel with 110 rooms; 274 multi-family residential units; 207 townhomes; and 74 single-family detached residences; along with various amenity features. The overall proposed density for the development is 7.46 dwelling units per acre; the calculated density does not include the hotel or commercial uses within the development.

The property is currently undeveloped and wooded, is impacted by both the County Studied and FEMA flood zones, and includes a stream, which runs through the southern portion of the assemblage. According to both the narrative and the site plan, the applicant proposes that some residential lots will include portions of all associated stream buffers. This proposal references Section 8.170.070, which permits properties between 10 and 49.9 acres to reduce the 75 foot impervious setback area, provided that the combined total of the undisturbed buffer and impervious setback does not exceed 12 percent of the total property area affected by the development.

The subject property was rezoned from Agricultural Residential (AR-III, 17.100) and Suburban Shopping (S-S, 17.140) to Suburban Shopping (S-S, 17.140) and Planned Residential Development (PRD, 17.180.060) on September 12, 2019, for a 116-lot residential subdivision and shopping center with seven conditions. No permits were applied for under the previous zoning, and no development has occurred.

Per the narrative and site plan, the commercial portion of the proposed development will consist of a hotel with 110 rooms, and four commercial buildings totaling approximately 16,000 square feet to include retail and/or restaurants. The four commercial buildings are located at the northwest corner of the subject property and will have rooftop space, outdoor seating, and a central plaza. These four buildings will not exceed three stories in height. The proposed hotel will also be located at the northwest corner of the subject property, near the food and beverage structures, and is proposed to not exceed five stories in height.

Furthermore, the site plan and narrative indicted that the residential portion of the proposed development will consist of three to four story multi-family residential buidings, three to four story townhomes, and one to two story detached single-family homes with a maximum height of 35 feet. The detached single-family homes will have a minimum of 1,800 square feet of heated floor space. The townhomes and detached single family will have two-car garages with the townhomes featuring both front-loaded and rear-loaded garage styles.

Per the site plan, four access points are proposed that will serve the development. One entrance is located on Friendship Road and three entrances are located on Ridge Road with one of the entrances on the Ridge Road proposed to be a gated emergency access only. Furthermore, the site plan illustrates that the residential internal roads are proposed to be public and will have a 50 foot wide right-of-way with a three foot landscape strip and five foot wide sidewalks on both sides of the internal streets for pedestrian connectivity. The narrative proposes driveways to be a minimum of 20 feet long measured

from back of the sidewalk to garage door and states that 217 parking spaces are provided for commercial uses, 55 spaces for the hotel, 410 spaces for multi-family, 414 for townhome, and 148 spaces for single-family detached homes.

The development also designates 27.8 acres as open space with an amenity area included, constituting 37.3% of the total site area. The open space is proposed to include stream buffers, planted and undisturbed exterior buffers, stormwater management facilities, and multiple open areas for passive recreational use and walking trails. The proposed amenity areas will consist of two swimming pools, tennis courts, pickleball courts, parks, as well as mulched walking trails connecting the neighborhood to the shared greenspaces and amenity areas. The site plan shows two clustered mail kiosk areas with required parking.

The developer proposes to include one monument sign on Friendship Road and one monument sign on Ridge Road, and the applicant intends to submit a master sign package for various other signs throughout the development for review prior to construction.

Water service will be provided by the City of Gainesville Department of Water Resources, as confirmed in an email dated April 25, 2024 and sanitary sewer services will be provided by Hall County Sewer, as confirmed in a letter dated September 13, 2024.

The traffic impact study for the proposed development indicates that “Hall County Access Regulations” require northbound right-turn lanes at access C and D (along Ridge Road) for subdivisions with more than 24 lots. However, the analysis shows that right-turn volumes at access D are below the required threshold, and a waiver is recommended for the right-turn lane at this location. Southbound left-turn lanes are required at both access C and access D. The recommended improvements include constructing an eastbound right-turn lane at access A (on Friendship Road/SR 347), a southbound left-turn lane and northbound right-turn lane at access C, and a southbound left-turn lane at access D, along with seeking a waiver for the northbound right-turn lane. Coordination and approval from Hall County Engineering and Georgia Department of Transportation will be required for these recommendations.

The project was submitted to the Georgia Mountains Regional Commission for Development of Regional Impact review, and a report was provided by Adam Hazell on October 8, 2024 that states that the proposed action does not present any potential adverse inter-jurisdictional impacts.

Several variances have been identified as part of this request. Any deficiencies identified as part of the plan will be required to comply with the requirements of the PCD and PRD code sections unless specially granted by the board in the conditions of approval.

Per section 17.180.080B.8: “If residential uses are proposed in conjunction with the planned commercial development, then the applicable requirements of the planned residential development shall be provided.”

The proposed development standards for the residential portion of this project are described in the table below and are compared with the PRD requirements, (17.180.060):

| **Standard** | **PRD Requirement (17.180.060)** | **Proposed Development** |
|---|---|---|
| Site Area | 5 acre minimum | 74.38± acres |

| | | |
|---|---|---|
| Number of Units | | Single-family: 74 lots<br>Townhomes: 207 units<br>Multi-family: 274 units<br>Total: 555 |
| Density | 2 units per acre maximum | 7.46 units per acre* |
| Minimum Lot Area | 8,000 sq. ft. | 8,000 sq. ft. (single-family detached)<br>Townhomes: Min. 22 feet width |
| Maximum Building Height | | Single-family: Max. 35 feet<br>Townhomes: 4 stories<br>Multi-family: 4 stories |
| Minimum Open Space | 30% | 37.3% (Includes conservation, stormwater, and passive and active areas) |
| Exterior Buffer | 50 feet | 25-foot transitional buffer* |
| Front Setback (Internal) | 25 feet | Single-family: 25 feet<br>Townhomes: 20 feet for front-loaded* & 6 feet for rear-loaded*<br>Multi-family: Not applicable |
| Side Setback (Internal) | 5 feet | Single-family: 25 feet<br>Townhomes: 5 feet<br>Multi-family: Not applicable |
| Rear Setback (Internal) | 20 feet | Single-family: 20 feet<br>Townhomes: 20 feet<br>Multi-family: Not applicable |
| Parking | Single-family: 2 spaces per unit<br>Townhome: 2 spaces per unit | Single-family: 148 2-car garages<br>Townhomes: 414 |

| | | |
|---|---|---|
| | Multi-family: 1.5 spaces per unit | Multi-family: 410 |
| Minimum Heated Floor Space | | Single-family: 1,800 square feet<br><br>Townhomes: 3-4 bedrooms<br><br>Multi-family: 1-3 bedrooms |
| Garage – % of front façade | 55% when recessed a minimum of 20 feet<br><br>40% when semi-flush between 5 and 20 feet behind front wall plan of residence | Not specified * |
| Minimum Sidewalk Width | 5 feet | 5 feet |
| Cluster Mailbox Unit (CBU) | CBU with 13 short-term parking spaces | CBU with 29 parking spaces provided |
| Note: Items marked with an asterisk (*) do not conform to 17.180.060 or are unspecified in the application. | | |

The non-residential development standards are compared with the Gateway Corridors Overlay District standards in the table below:

| Standard | Compliance | Proposed Work | Notes |
|---|---|---|---|
| 17.420.050.C – Transitional buffers | Complies | 25-foot transitional buffer | Applicant proposes to include a 25-foot transitional buffer adjacent to residential property. |
| 17.420.050.D – Other landscape and screening standards | Complies | 10-foot landscape strip along street frontage | Applicant proposed to include a 10-foot landscape strip along Friendship Road and Ridge Road. |
| 17.420.050.E – Parking lot design | Unknown | 272 parking spaces for the commercial and hotel portion of the development. | Applicant proposes 272 parking spaces to be shared across the commercial and Hotel uses,<br>13.5 spaces per 1,000 sq.ft. of commercial and<br>1 space for 2 rooms were taken into consideration.<br>The calculation for parking varies based on the type of restaurant proposed; however, the code does |

| | | | |
|---|---|---|---|
| | | | allow for a 25% reduction for shared parking in some cases. |
| 17.420.050.F – Outdoor lighting | Complies | Applicant proposes semi-cutoff, non-spill, type of lighting. | Applicant proposes outdoor lighting that complies with GCOD standards. |
| 17.420.050.G – Interparcel access | Complies | Interconnectivity is supported within the development | The applicant has proposed interconnectivity within the development, facilitating access between the commercial, multi-family, and residential uses. |
| 17.420.050.H – Architectural standards for non-residential buildings - Limited to 3 stories | Does not comply | Hotel is proposed at a maximum height of 5 stories. * Commercial buildings proposed to be maximum of 3 stories. | The applicant has not provided any architectural renderings but is requesting a variance from the height standards for the Gateway Corridors Overlay District (GCOD). According to the narrative, the applicant has stated that the building materials and design will comply with GCOD standards. |
| 17.420.060 – Signs | Unknown | Two monument signs; one for the commercial portion and one for the residential portion of the development. | The applicant has not provided renderings of the signage. However, the narrative indicates that a master sign package will be submitted, which will include street, wall, internal directional, temporary, and various other signs for the mixed-use development. |
| Note: Items marked with an asterisk (*) do not conform to 17.420.050 or are unspecified in the application. | | | |

**Based on the future land-use plan, staff finds the requested zoning designation *is inconsistent* with the Hall County Comprehensive Plan future land use designation as Mixed Use Corridor.** The intent of the Mixed Use corridor is to support retail activities, office-based employment, civic uses, and single-family residential with low-impact industrial or higher density residential only where the same is found on adjacent properties. The proposed mixed use development has a residential density of 7.46 units per acre.

**Zoning Analysis**

When considering a zoning amendment to the zoning maps, the following items must be considered:

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The zoning proposal does not appear to be suitable given the context of the surrounding area. The surrounding area consists of a variety of land uses, which include residential, agricultural, industrial, and commercial uses.**

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed development may adversely affect the existing use or usability of adjacent or nearby properties as the proposed density of 7.46 dwelling units per acre is higher than those of nearby residential parcels.**

3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property appears to have reasonable economic use as it is currently zoned Suburban Shopping (S-S, 17.140) and Planned Residential Development (PRD, 17.180.060).**

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **Per the submitted traffic study, the analysis shows that right-turn volumes at Access D on Ridge Road are below the required threshold, and a waiver is recommended for the right-turn lane at this location. Southbound left-turn lanes are required at both Access C and Access D on Ridge Road. The recommended improvements include constructing an eastbound right-turn lane at Access A on Friendship Road (SR 347), a southbound left-turn lane and northbound right-turn lane at Access C, and a southbound left-turn lane at Access D, along with seeking a waiver for the northbound right-turn lane.**

5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is inconsistent with the Comprehensive Plan Mixed Use Corridor. This corridor supports higher density residential where the same is found on adjacent properties. The proposed development is a mixed-use development proposing a density of 7.46 dwelling units per acre.**

6. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The subject properties are currently undeveloped. However, the properties were previously approved in 2019 to allow for a mixed-use**

**development that included 116 single-family residential lots as well as a shopping center. No construction permits have been issued for the previously approved development.**

**10.** Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**

**11.** Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is a Planned Commercial Development (PCD, 17.180.080). Per the Official Code of Hall County, Planned Development Districts (17.180) are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. The proposed density is higher than that found on surrounding properties.**

**12.** Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

**13.** Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed density is higher than that found on immediately surrounding properties but in general the use does not appear to be out of scale with the needs of the County as a whole, as there is a need for additional and a variety of housing types as well as restaurants.**

**14.** Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support a moderate-density single-family residential uses based on the Future Land Use Map, although the development as proposed cannot be developed in any of the existing residential or multi-family districts without being rezoned to Planned Commercial Development (PCD, 17.180.080).**

**15.** Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**

**16.** Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**

**17.** Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

**A Planned Commercial Development (PCD, 17.180.080)** provides for the maximum attainable commercial usage of a property while employing the best aspects of prior site planning and development controls to ensure the protection of surrounding residential uses, safe access by motorists, minimum traffic congestion; and a development which is consistent with long-range plans

of the county. A limited number of carefully planned residential uses may also be included in a planned commercial development.

**17.380.050. - Submission requirements for a rezoning request**

A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:

1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.**

2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

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 applicant submitted a traffic study conducted by Traffic Impact Group LLC. The analysis shows that right-turn volumes at Access D are below the required threshold, and a waiver is recommended for the right-turn lane at this location. Southbound left-turn lanes are required at both Access C and Access D. The recommended improvements include constructing an eastbound right-turn lane at Access A on Friendship Road (SR 347), a southbound left-turn lane and northbound**

**right-turn lane at Access C, and a southbound left-turn lane at Access D, along with seeking a waiver for the northbound right-turn lane.**

**Development Support and Constraints**

**Hall County Environmental Health**
In an email dated September 16, 2024, Emily McGahee stated "Public Sewer. A Food Service permit/plan review may be required depending on businesses proposed. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled."

**Hall County Fire Marshal**
In an email dated September 19, 2024, John Hornick, NPQ Fire Service Plans Examiner 1, provided the following comments:

1) The residential portion of the development has only one entrance off Ridge Rd. The residential development calls for 207 townhomes and 74 single family dwellings. The Rules and Regulations of the State of Georgia 120-3-3 states that developments of one and two family dwellings where the number of dwelling units exceeds 120 shall be provided with two separate and approved fire access roads. If approved a second access will have to be installed.

2) The town home rear alley or street is considered a fire apparatus access and will have to meet the minimum 20' width requirement of the International Fire Code Chapter 5, Section 503.2.1, if approved the town home rear alley or street shall not be less than 20' wide.

3) If approved all commercial buildings greater than 12,000 SF or 2 stories or greater in height will be required to have an emergency responder radio frequency test completed to determine the radio signal strength inside the building, any building failing the test will be required to have a bi-directional antenna system designed, installed, and certified.

**Hall County Public Works and Utilities**
In a memo dated September 19, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

**Engineering:**
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream

**Traffic:**
Hall County commercial standards will apply. This will include but not limited to left and right (decel) lanes. GDOT coordination/comments will also be required due to the proximity to a state controlled intersection.

**Utilities**:

Friendship Road Sewer. Property lies in the top of the system and will served by that project by Hall County.

**Georgia Department of Transportation**
In an email dated September 16, 2024, Veronica Chavers, stated that GDOT coordination is required.

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
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# ZONING APPLICATION

**Applicant** (Name & Mailing Address)
Scott Puckett, Inc.
3215 Thompson Mill Roa
Buford, GA 30519
Phone 678-761-4399
Email Address wspuckett@gmail.com

**Property Owner** (Name & Mailing Address)
We Flip, LLC
4045 Ridge Road
Buford , GA 30519
Phone 770-815-0419
Email Address

Proposed Use Mixed Use Development

**Contact Person** (Name & Mailing Address)
M. Tyler Smith, Smith, Gilliam, Williams & Miles, P.A.
P.O. Box 1098
Gainesville, GA 30503-1098
Phone 770-536-3381
Email Address tsmith@sgwmfirm.com

**Status of Applicant**
- ☐ Owner
- ☒ Option to Purchase
- ☐ Area Resident
- ☐ Other

**Requested Action**
Existing Zoning: SS (-017) AR-III(-022)
Rezone to: PCD
Fee:$
Receipt #:
Check #:

Tax Parcel Number 08-154-000-017; 08-154-000-022
Acreage 21.22; 50.17
Location Address 4435 Ridge Road, Buford, GA 30519

**I hereby certify that the above information and all attached information are true and correct.**

Sign Scott Puckett Date: 8/23/2024
Scott Puckett, CEO, Scott Puckett, Inc.

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

---

**Application Withdrawal:** I hereby **withdraw** the application.

Sign _____ Date: _____

---

**Staff Use Only**

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

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## AUTHORIZATION OF PROPERTY OWNERS

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) We Flip, LLC - Wayne McLeroy

Address 4045 Ridge Rd
Buford, GA 30519

Phone Number 770-815-0419

Name of applicant(s) Scott Puckett Inc

Address 3215 Thompson Mill Rd
Buford GA 30519

Phone Number 678-761-4399

---

**I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.**

**I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.**

Signature of Owner(s)
Wayne McLeroy

Personally appeared before me
Wayne McLeroy

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

JENNIFER L WHALEY NOTARY PUBLIC BARROW COUNTY, GEORGIA COMM. EXPIRES 04/07/2027

2-26-24
Date

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA 30504
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# CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

---

I hereby certify that I have read the above and that:

I have**____ I have not WM

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Wayne McLeroy Date: 3-5-24

Applicant's/Owner's Name (Printed): Wayne McLeroy

PLANNING AND DEVELOPMENT DEPARTMENT
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---

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**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** _____ **Date:** 4-5-2024

**Applicant's/Owner's Name (Printed):** Scott Puckett, CEO, Scott Puckett, Inc.

**Project Narrative**

**Rezoning Application of Scott Puckett, Inc.**

August 23, 2024

Scott Puckett, Inc. presents this narrative regarding its application to rezone two tracts of property to PCD for a Planned Commercial Development. The subject parcels are:

| Tax Parcel | Size |
|---|---|
| 08154 000017 | 24.21 acres |
| 08154 000022 | 50.165 acres |

Provided with the application is a proposed site plan dated August 22, 2024. The PCD includes one hotel with approximately 110 rooms; four buildings for commercial, retail, and/or restaurant use, surrounding a central plaza; 274 multi-family residential units; 207 Townhomes; 74 single-family detached residential lots; and amenities including swimming pools, tennis courts, pickleball courts, parks, and walking trails.

A. Characteristics

The proposed design allows for flexible placement, arrangement, and orientation of commercial and residential structures given the property's characteristics, including streams located on the property. The subdivision will be a mixed-use development consisting of hotel, commercial (to include commercial, retail, and/or restaurant uses), multi-family housing, townhomes, and single-family homes. The community will have four entrances, one on Friendship Road and three on Ridge Road. One of the entrances on Ridge Road will be gated emergency access only. Submitted with the rezoning application is the Traffic Impact Analysis for the development prepared by Traffic Impact Group, LLC. The proposed design will maximize natural features through creative site planning. Grading will be in accordance with site characteristics, topography, and the presence of streams.

B.1: Commercial Structures

The proposed commercial portion of the development abuts Friendship Road. The hotel, located at the corner of Friendship Road and Ridge Road, will include approximately 110 guest rooms. The applicant anticipates the hotel will not exceed 5 stories. Gateway Corridor standards limit the height of non-residential buildings located within 250 feet of a residential or agricultural use street to three stories. Accordingly, the applicant requests a variance from Gateway Corridor standards to allow for a five-story hotel. The applicant is in discussion with a nationally-recognized hotel line to operate the hotel, which (a) will not have exterior entry to units, and (b) will have a hotel lobby and indoor entrance to units. Although the hotel will be located on the commercial portion of the development, the applicant requests flexibility on the final location of the hotel to factor in parking, traffic flow, and aesthetics from the surrounding roads.

The commercial portion of the development will include four buildings totaling approximately 16,000 square feet. The applicant anticipates the commercial buildings will not exceed 3 stories. The commercial portion of the development will include patios and outdoor seating and will surround a Central Plaza.

The facades of the commercial buildings will be in accordance with Gateway Corridor standards.

B.2 Entrances, Exits, and Parking

The site plan depicts the entrances, exits, and parking for the development. Access to the commercial development is by two entrances, one on Friendship Road and one on Ridge Road. (There are two additional access points to the development, also on Ridge Road, which will primarily serve the residential portion of the development.) Parking is depicted on the site plan and will include 217 parking spaces for the commercial component (13.5 spaces per 1,000 square feet of commercial building space) and 55 spaces for the hotel (1 space per 2 rooms).

B.3 Buffers

The site plan calls for a 10-foot landscape strip along Friendship Road and along Ridge Road. The eastern portion of the commercial development will include a 25-foot transitional border, which runs throughout the single-family residential portion of the development. The materials utilized in the landscape strip and transitional border will be in accordance with Gateway Corridor Standards.

Hall County Ordinance 17.180.060.B.5 provides for a minimum 50-foot planted buffer along the perimeter of all property boundaries adjacent to residential and/or non-residential zoning districts to ensure that the planned residential development is appropriately screened. The southeastern property line abuts another residential development, the PRD zoning of which requires a 50-foot undisturbed buffer, and the entirety of that buffer is outside the residential lots in that development. Approximately two-thirds of the southwestern property line abuts a residential development, the PRD zoning of which too requires a 50-foot undisturbed buffer on its perimeter, but as to that parcel the buffer is included as part of the residential lots. In those areas, combined with the 25-foot buffer proposed by the applicant for the subject development, there will be 75 feet of buffer. The applicant requests the 25-foot buffer to make the development viable given the extensive stream buffers that run throughout the property. For this development, portions of the 25-foot transitional buffer will be included as part of some of the single-family residential lots.

The site plan includes existing stream buffers and calls for creek buffers with mulch trails to connect neighborhoods to shared green spaces and amenities.

B.4 Lighting

All outdoor lighting will be the semi-cutoff type and in accordance with applicable Hall County and Gateway Corridor standards.

B.5 Signage

The development anticipates one monument sign for the development on Friendship Road and one monument sign at the entrance of the single-family residential development on Ridge Road, all in accordance with County standards.

The applicant proposes that prior to issuance of sign permits, other than general signs permitted pursuant to Hall County Ordinance 17.270.050, the owner/developer shall submit a master sign package for street, wall, internal directional, temporary and other signs to be reviewed and approved by the Hall County Director of Planning and Development, or her designee.

B.6 Type and Number of Uses Proposed for the Commercial Development

As noted above, the commercial portion of the development will include one hotel and four commercial buildings. The applicant anticipates the hotel will have 110 guest rooms. The sizes of the commercial buildings as shown on the site plan are:

One building consisting of 4,000 square feet,
One building consisting of 2,000 square feet, and
Two buildings, each 5,000 square feet.

The applicant anticipates that one or more of the commercial buildings will be for food and beverage, to feature patios and outdoor seating. The commercial portion of the development surrounds a Central Plaza.

B.7 Development Controls

The hotel will not exceed 5 stories in height. The commercial buildings will not exceed 3 stories in height. Facades shall be in compliance with Gateway Corridor Standards and will be depicted on elevations to be presented.

The applicant proposes that prior to issuance of a building permit for the commercial structures, the owner/developer shall submit architectural design guidelines listing a palette of acceptable building materials which shall designate required minimums and acceptable design alternatives to be reviewed and approved by the Director of Community Development and Infrastructure, or its designee.

B.8 Residential Uses

a. Characteristics

The site plan for the subject tract provides for 274 multi-family residential units, 207 townhomes, and 74 single-family detached residential lots. The multi-family buildings will include 3-story and 4-story buildings. (The plan calls for some 4-story structures to accommodate 3/4 splits based upon topography.) Townhomes will be no more than 4 stories, 99 of which are front-loaded and 108 of which are rear loaded. Each single-family detached residence will be a one-story or two-story home and will not exceed a height of 35 feet.

Multi-family units will have 1 to 3 bedrooms (approximately 45% 1 bedroom, 35% 2 bedroom, and 20% 3 bedroom). The Townhomes will have 3-4 bedrooms. The single-family detached residences will include a minimum of 1,800 square feet of conditioned area. The single-family detached homes will have 3-5 bedrooms.

b. Streets and Common Open Spaces

The project will include an open space / amenity areas of approximately 27.8 acres total, approximately 37% of the total site area. Of the total 27.8 acres, 23.6 acres is conservation area, 1.6 acres is Passive Area, and 2.6 acres is Active Area. The common areas are to include amenity areas including two swimming pools, tennis courts, pickleball courts, parks, and mulched trails connecting the neighborhoods to the shared green spaces and amenity areas. The development will include sidewalks as well as walking trails for connectivity. The subdivision streets will be public, and the applicant requests variances to the minimum radius requirements to accommodate the street system as shown on the site plan as more particularly set forth below.

c. Parking and Mailboxes

Parking for the residential development is in accordance with Hall County Code requirements. There are 410 Multi-Family parking spaces (1.5 spaces per unit). There are 414 parking spaces for the Townhomes (2 per home) and 148 parking spaces for the Single-Family Detached portion of the development (2 per home). The project includes two Cluster Mailbox Units, one with 103 mailboxes and 5 parking spaces, and the other with 183 mailboxes and 8 parking spaces.

d. Architectural Style and Proposed Siding

The architectural style of the Single Family and townhome residence community will be a traditional 1-story to 2-story single-family detached home with 2-car garages. Architectural renderings will be provided for both single-family residences and town homes. The homes will have brick and stone accents on the front of the homes. The remaining front facade will be Board and Batten, shake, or fiber cement lap siding. The sides and rear of the home will be fiber cement

lap siding. The facades of all residences will comply with § 17.180.060.B.9.a of the Hall County Code.

e. Development Controls

Each Single-Family detached residential lot will have a minimum width of 50 feet and a minimum size of 8,000 square feet. There will be a minimum of 10 feet between Single-Family detached structures. The Townhomes will have a minimum width of 22 feet. All grass areas and all front and side yards will be sodded.

The setbacks for the Townhomes (for which applicant seeks a variance) are:

(a) 20' front setback for Front Loaded Townhomes,
(b) 6' front setback for Rear Loaded Townhomes,
(c) 5' side setback, and
(d) 20' rear setback.

The setbacks for the Single-Family Detached homes are:

(a) 25' front setback,
(b) 5' side setback, and
(c) 20' rear setback.

**There will be a 50-foot undisturbed stream buffer, from the top of the stream bank (point of rested vegetation), in accordance with Hall County Ordinance 8.170.070.A. Section 8.170.070.B provides for an additional impervious surface setback of 25 feet or a variation thereof for a variable distance. Section 8.170.070.D provides:**

> **On properties of 50 acres or larger, the impervious setback area may be reduced such that the sum of the undisturbed buffer area and the impervious setback area do not exceed eight percent of the total property area of the development activity. However, in no case shall the 50-foot undisturbed buffer be reduced or altered to achieve this percentage.**

**The applicant requests reduction of the impervious setback area accordingly as shown on the site plan. The walking trails within the stream buffer will be mulch. Some of the stream buffer area will be included as a part of the individual lots (subject to the buffer requirements). If a variance is allowed for inclusion of those stream buffer areas within the lots, Scott Puckett, Inc. requests that the variance be allowed.**

The sewer easement runs through the development, including some of the single-family residential lots. However no structures will be placed within the sewer easement, and construction will be in a manner to maintain the structural integrity of the sewer line. The development will not violate the terms of the sewer line easement.

f. Development Schedule

Depending upon permitting and approvals, the applicant anticipates a 24- to 36-month development period.

g. Model Homes and Construction Trailers

The applicant requests approval of up to 2 construction trailers and 2 to 4 model homes.

C. Variance Requests

The applicant requests the following variances:

1. Gateway Corridor standards limit the height of non-residential buildings located within 250 feet of a residential or agricultural use street to three stories. Accordingly, the applicant requests a variance from Gateway Corridor standards to allow for a five-story hotel.

2. The applicant requests, if required, a variance to allow the stream buffer to be included within and as part of some single-family residential lots, subject to buffer requirements.

3. The Hall County Code does not address townhome developments. The applicant requests a variance from subdivision setback provisions to allow the setbacks for the townhomes as depicted on the site plan: (a) 20’ front setback for Front Loaded Townhomes, (b) 6’ front setback for Rear Loaded Townhomes (c) 5’ side setback, and (d) 20’ rear setback.

4. The applicant requests a variance to allow hammerheads (28’ radius) in lieu of cul-de-sacs in the Townhome portion of the development where indicated on the site plan.

5. The Hall County subdivision street design standards (Ordinance 16.60.200) provide for a minimum curve radius of 125 feet. The applicant requests a variance to allow a reduction in the turning radius on the subdivision road depicted on the site plan. For example, two of the curves in the Townhome section of the development have a 20’ inside radius and 30’ centerline radius.

6. The applicant requests a reduction of the impervious surface buffer provided for by Hall County Ordinance Section 8.170.070.B, as allowed by Hall County Ordinance 8.170.070.D, as set forth above and on the site plan.

7. The applicant requests a variance to allow a private easement for rear private alleyways for ingress and egress to the rear-loaded townhomes and associated access, with no sidewalks along the alleyway.

8. The applicant requests a variance from the Front-Loaded Townhome garage widty limitations set forth in Hall County Ordinance minimums to allow the garages as depicted on the site plans and elevations. 17.180.060(9)(c)(ii), which limits garage doors to 50 percent of the width of the townhouse unit, to allow garage doors to occupy up to 67 percent of the width of the townhouse unit.

10. The applicant requests a variance to allow the height of Multi-Family units to accommodate 3-4 splits.

11. The applicant requests a variance from the 50-foot transitional buffer provided for by Hall County Ordinance 17.180.060.B to allow a 25-foot transitional buffer. If required, the applicant also requests a variance to allow portions of the 25-foot transitional buffer to be included as part of some of the single-family residential lots as depicted on the site plan.

Note: Red dashed line indicates potential future development with future development to the east property.

Pipe easement (30')

Linear park space along Ridge Road connecting retail village to residential community and trail network

Hotel, 110 rms, 5 story

Central plaza framed by retail/restaurant space and upper-level residential

Multi-family residential, 251 un, 3/4 split and 4 story

Gated emergency access only

Left and right (decel) turn lanes to be provided at access points along Ridge Road, per engineer

Residential amenity area connecting to trail system

Creek buffer with mulch trails connecting neighborhoods to shared green spaces and amenities

Single-family residential neighborhood with detached and attached product integrated with a series of park spaces

Cluster mailbox unit, 103 mailboxes, 5 sp (minimum per code)

Single-family lots, 50' width minimum, 8,000 sf minimum

Residential 50' ROW with 3' landscape strip minimum, 5' sidewalk, and 20' driveway from back of sidewalk

Front-loaded townhomes

Common access driveway or easement, 30', 150' maximum length

Rear-loaded (stacked) townhomes fronting green space with pedestrian connection to trail system

Cluster mailbox unit, 183 mailboxes, 8 sp (minimum per code)

Secondary fire safety access from adjacent community (future development)

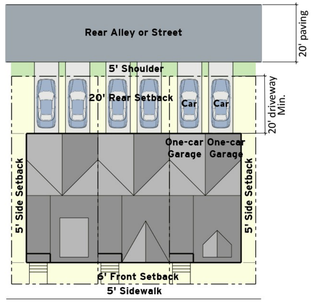
Impervious setback area reduction for site >50 acres - 50' undisturbed buffer not altered (typical)

Front-load and rear-load townhome products with 20' driveways (typical)

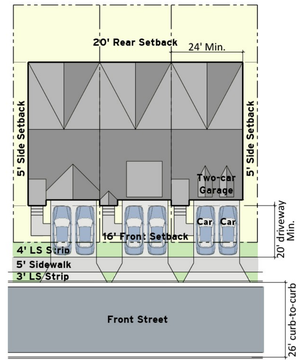
Stormwater management - detention ponds - #4, #5, #6, #7

## Lot Diagrams (scale 1"=25')

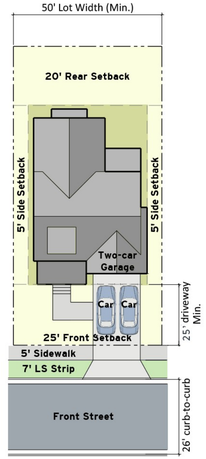
Car size shown as typical 18' x 6'




Rear Loaded Townhomes




Front Loaded Townhomes




Front Loaded Lots

## Development Summary

| | | |
|---|---|---|
| **Current Zoning** | **ARIII and S-S** | |
| **Proposed Zoning** | **PCD and GCOD** | |
| **Existing Site Acreage** | **74.38 ac** | |
| | | |
| **Land Uses** | | **Parking Provided** |
| **Comm./Retail/Rest.*** | **39,000 sf** | **273 sp (7/1000)** |
| **Hotel** | **110 rms** | **55 sp (1/2 rms)** |
| **Multi-family*** | **251 un** | **377 sp (1.5/un)** |
| **Parking Total*** | | **705 sp** |
| **Parking Provided** | | **671 sp** |
| | | |
| **Townhomes** | **209 un** | |
| *Front-loaded* | *115 un* | *460 sp (4/un)* |
| *Rear-loaded (stacked)* | *94 un* | *229 sp (2.4/un)* |
| **Single-family Detached** | **65 lots** | **130 sp (2/un)** |
| | | |
| **Residential Density** | **525 un** | **7.05 un/ac** |
| **Single-family Density** | **274 un** | **3.68 un/ac** |
| | | |
| **Open Space** | **28.3 ac (1,234,020 sf) - 38.0%** | |
| *Conservation Area* | *1,027,890 sf* | |
| *Passive Area* | *102,480 sf* | |
| *Active Area* | *92,150 sf - 7.5%* | |
| | | |
| **Impervious Setback and Stream Buffer** | | |
| *Existing* | *18.37 ac (800,068 sf) - 24.7%* | |
| *Non-impacted* | *17.51 ac (762,975 sf) - 23.5%* | |

**NOTE: With future development on adjacent property, multi-family and commercial/retail/restaurant may increase with additional parking. Multi-family not to exceed 275 un. Comm./retail/restaurant not to exceed 65,000 sf.*

NORTH

0 37.5 75 150 300 750

23 FEBRUARY 2025

NELSON

RIDGE ROAD
HALL COUNTY | GEORGIA

ZP 14

Parking to accommodate a mix of commercial, retail, and/or restaurant uses

Central plaza framed by commercial, retail, and/or retaurants

Hotel, 110 rms, 5 story

Multi-family residential, 3 story and 3/4 splits to take advantage of topography along creek buffer, 251 un

Pipe easement (30')

Gated emergency access only

Left and right (decel) turn lanes to be provided at access points along Ridge Road, per engineer

Proposed underground stormwater management - #1, #2, #3

Creek buffer with mulch trails connecting neighborhoods to shared green spaces and amenities

Single-family residential neighborhood with detached and attached product integrated with a series of park spaces

Cluster mailbox unit, 103 mailboxes, 5 sp (minimum per code)

Residential 50' ROW with 3' landscape strip minimum, 5' sidewalk, and 20' driveway from back of sidewalk

Front-loaded townhomes

Common access driveway or easement, 30', 150' maximum length

Rear-loaded (stacked) townhomes fronting green space with pedestrian connection to trail system

Cluster mailbox unit, 183 mailboxes, 8 sp (minimum per code)

Single-family lots, 50' width minimum, 8,000 sf minimum

Front-load and rear-load townhome products with 20' driveways (typical)

Impervious setback area reduction for site >50 acres - 50' undisturbed buffer not altered (typical)

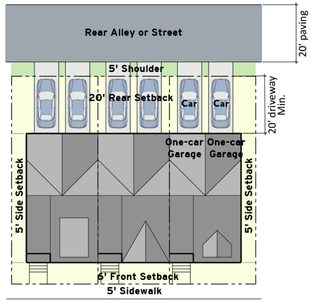
Stormwater management - detention ponds - #4, #5, #6, #7

Note: All roadways within development are 26 feet from curb to curb for fire safety acess

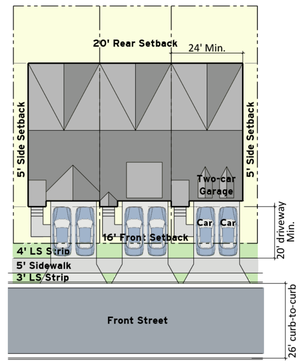
Secondary fire safety access from adjacent community (future development)

## Lot Diagrams (scale 1"=25')

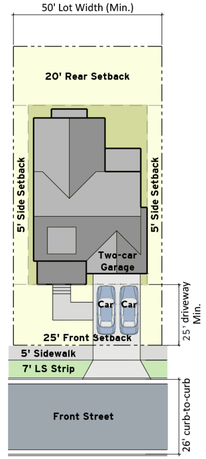
Car size shown as typical 18' x 6'




Rear Loaded Townhomes




Front Loaded Townhomes




Front Loaded Lots

## Development Summary

| | | |
|---|---|---|
| **Current Zoning** | **ARIII and S-S** | |
| **Proposed Zoning** | **PCD and GCOD** | |
| **Existing Site Acreage** | **74.38 ac** | |
| | | |
| **Land Uses** | | **Parking Provided** |
| **Comm./Retail/Rest.** | **16,000 sf** | **217 sp (13.5/1000)** |
| **Retail** | **11,500 sf** | **58 sp (5/1000)** |
| **Hotel** | **110 rms** | **55 sp (1/2 rms)** |
| **Multi-family** | **251 un** | **377 sp (1.5/un)** |
| **Townhomes** | **209 un** | |
| *Front-loaded* | *115 un* | *460 sp (4/un)* |
| *Rear-loaded (stacked)* | *94 un* | *229 sp (2.4/un)* |
| **Single-family Detached** | **65 lots** | **130 sp (2/un)** |
| | | |
| **Residential Density** | **525 un** | **7.05 un/ac** |
| **Single-family Density** | **274 un** | **3.68 un/ac** |
| | | |
| **Open Space** | **27.3 ac (1,191,850 sf) - 36.7%** | |
| *Conservation Area* | *1,027,890 sf* | |
| *Passive Area* | *52,480 sf* | |
| *Active Area* | *111,480 sf - 9.2%* | |
| | | |
| **Impervious Setback and Stream Buffer** | | |
| *Existing* | *18.37 ac (800,068 sf) - 24.7%* | |
| *Non-impacted* | *17.51 ac (762,975 sf) - 23.5%* | |

NORTH

0 37.5 75 150 300 750

07 FEBRUARY 2025

NELSON

RIDGE ROAD
HALL COUNTY | GEORGIA
ZP 12

## Lot Diagrams (scale 1"=25')

Car size shown as typical 18' x 6'




## Development Summary

| | | |
|---|---|---|
| Current Zoning | ARIII and S-S | |
| Proposed Zoning | PCD and GCOD | |
| Existing Site Acreage | 74.38 ac | |
| **Land Uses** | | **Parking Provided** |
| Comm./Retail/Rest. | 16,000 sf | 217 sp (13.5/1000) |
| Hotel | 110 rms | 55 sp (1/2 rms) |
| Multi-family | 274 un | 410 sp (1.5/un) |
| Townhomes | 209 un | |
| *Front-loaded* | *115 un* | *460 sp (4/un)* |
| *Rear-loaded (stacked)* | *94 un* | *229 sp (2.4/un)* |
| Single-family Detached | 65 lots | 130 sp (2/un) |
| Residential Density | 563 un | 7.60 un/ac |
| Single-family Density | 289 un | 3.88 un/ac |
| Open Space | 27.3 ac (1,191,850 sf) - 36.7% | |
| *Conservation Area* | *1,027,890 sf* | |
| *Passive Area* | *52,480 sf* | |
| *Active Area* | *111,480 sf - 9.2%* | |
| Impervious Setback and Stream Buffer | | |
| *Existing* | *18.37 ac (800,068 sf) - 24.7%* | |
| *Non-impacted* | *17.51 ac (762,975 sf) - 23.5%* | |

06 DECEMBER 2024

NELSON

RIDGE ROAD
HALL COUNTY | GEORGIA
ZP 9

NELSON

RIDGE ROAD
HALL COUNTY | GEORGIA

12.16.2024 Item 1

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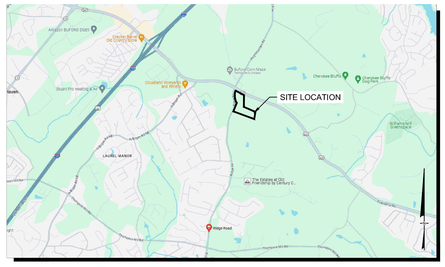
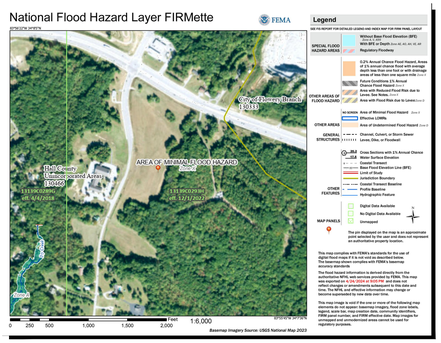
## NOTE:

THROUGHOUT THE CONSTRUCTION PROCESS, THE APPLICANT IS PROPOSING TO MITIGATE EROSION AND STORMWATER RUNOFF CONCERNS BY INSTALLING VEGETATIVE AND STRUCTURAL BMPS (BEST MANAGEMENT PRACTICES) THROUGHOUT THE PROPERTY. THE DESIGN ENGINEER WILL PROPOSE TECHNIQUES THAT ARE CONSISTENT WITH THE GSWCC FIELD MANUAL FOR EROSION & SEDIMENT CONTROL IN GEORGIA. SOME OF THOSE BMPS INCLUDE SILT AND TREE PROTECTION FENCES, TEMPORARY SEDIMENT BASINS, DISTURBED AREA STABILIZATION WITH SODDING AND/OR SEEDING, SLOPE STABILIZATION MATTING, DUST CONTROL MEASURES, ETC. TO ENSURE NO SEDIMENT WILL LEAVE THE PROPERTY DURING CONSTRUCTION.

ONCE CONSTRUCTION IS COMPLETED AND THE DEVELOPMENT IS FULLY STABILIZED, THE STORMWATER MANAGEMENT FACILITIES ONSITE WILL THEN SATISFY ALL RUNOFF CONCERNS. THE FACILITIES INSTALLED ARE ANTICIPATED TO INCLUDE DETENTION AND WATER QUALITY TREATMENT METHODS VIA RUNOFF REDUCTION VOLUME (RRV). RRV WILL BE ACHIEVED WITH A COMBINATION OF STORMWATER BMPS SUCH AS BIO-RETENTION PONDS, ENHANCED GRASS SWALES, ETC. ALL DETENTION FACILITIES ARE ANTICIPATED TO BE A SURFACE PONDS WITH OUTLET CONTROL STRUCTURES TO SATISFY CHANNEL PROTECTION REQUIREMENTS AND RELEASE STORMWATER AT A CONTROLLED RATE.




SITE LOCATION MAP
NOT TO SCALE




FEMA FIRM MAP
NOT TO SCALE

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ARBORISTS + SURVEYING & CONSTRUCTION + WATER RESOURCES
350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

# RIDGE ROAD

A MASTER PLANNED MIXED-USE DEVELOPMENT

AT

4435 RIDGE ROAD,
BUFORD, GEORGIA 30519

HALL COUNTY

FOR

THE AGENCY REDEFINING REAL ESTATE

MUNICIPALITY PROJECT #

REVISIONS

| NO. | DATE | BY | DESCRIPTION |
|---|---|---|---|
| | | | |

THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.

PRELIMINARY

NOT TO BE RELEASED FOR CONSTRUCTION

STORMWATER MANAGEMENT EXHIBIT

0 75 150 300 450

SCALE: 1" = 150'
DATE: 04/24/2024
PROJECT: 22087.00A

24 HOUR CONTACT:
CHAD LAGOMARSINO

GEORGIA811
www.Georgia811.com
Know what's below. Call before you dig.

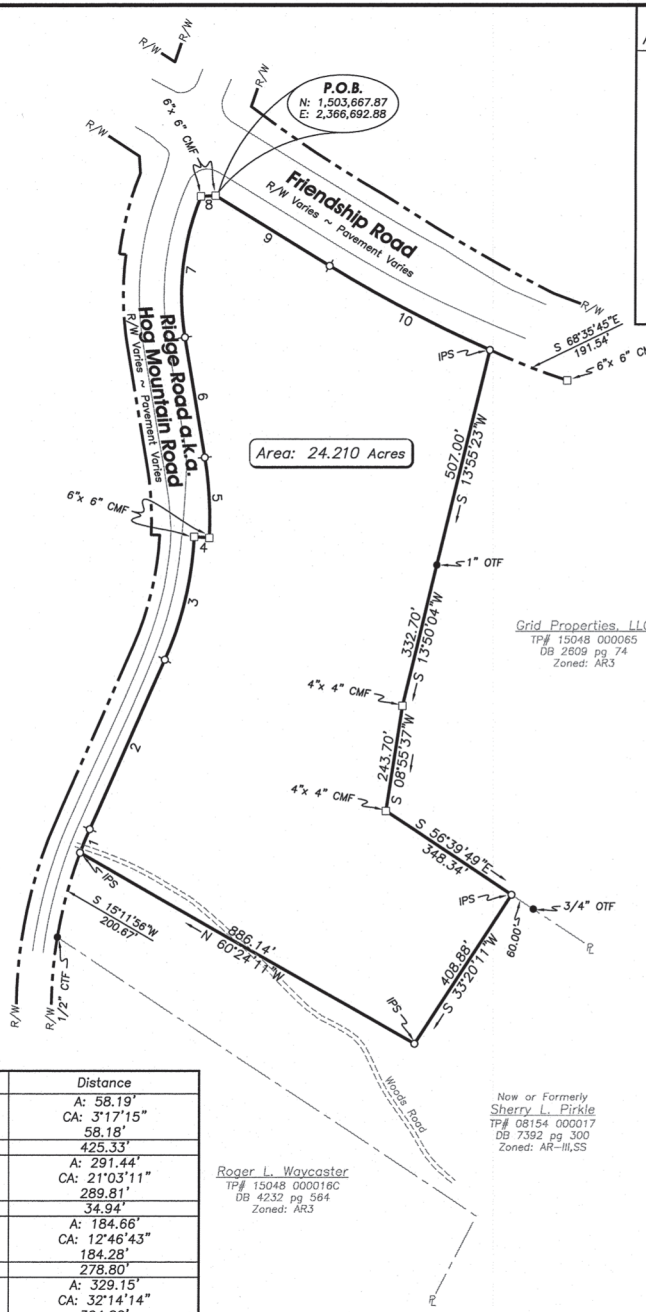
E2
SHEET

J:\2022\22087\00A\Dsk\Concepts & Exhibits\Concepts\22087.00A - Site-Concept-1.dwg - RLambeth - 9/16/2024 4:13 PM

12.16.2024 - Item 1

eFiled & eRecorded
DATE: 12/12/2017
TIME: 11:18 AM
PLAT BOOK: 00875
PAGE: 00205
RECORDING FEE: 8.00
PARTICIPANT ID: 9040303858
CLERK: Charles Baker
Hall County, GA
NOTE: JPP

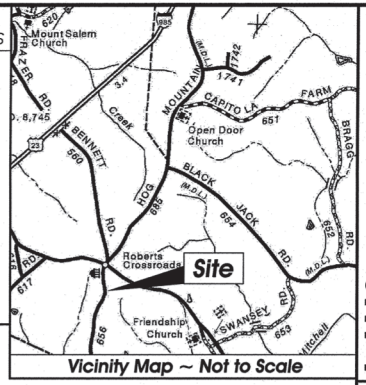
THIS AREA RESERVED FOR RECORDING INFORMATION




| Course | Bearing | Distance |
|---|---|---|
| 1 | Rad: 1014.10'<br>Tan: 29.10'<br>Chd: N 22°31'15"E | A: 58.19'<br>CA: 3°17'15"<br>58.18' |
| 2 | N 24°09'53"E | 425.33' |
| 3 | Rad: 793.16'<br>Tan: 147.38'<br>Chd: N 13°38'18"E | A: 291.44'<br>CA: 21°03'11"<br>289.81' |
| 4 | S 86°29'37"E | 34.94' |
| 5 | Rad: 827.97'<br>Tan: 92.72'<br>Chd: N 03°18'03"W | A: 184.66'<br>CA: 12°46'43"<br>184.28' |
| 6 | N 09°38'57"W | 278.80' |
| 7 | Rad: 585.00'<br>Tan: 169.06'<br>Chd: N 06°28'10"E | A: 329.15'<br>CA: 32°14'14"<br>324.82' |
| 8 | N 87°25'44"E | 33.64' |
| 9 | S 58°27'24"E | 306.79' |
| 10 | Rad: 2965.66'<br>Tan: 208.93'<br>Chd: S 62°28'25"E | A: 417.17'<br>CA: 8°03'34"<br>416.82' |

## LEGEND OF SURVEY ABBREVIATIONS/SYMBOLS

| | |
|---|---|
| ℄ | CENTERLINE |
| CMF | CONC MONUMENT FOUND |
| CTF | CRIMP TOP PIPE FOUND |
| DB | DEED BOOK |
| IPS | 1/2" CAPPED REBAR SET STAMPED LSF 1010 |
| NTS | NOT TO SCALE |
| OTF | OPEN TOP PIPE FOUND |
| ℄ | PROPERTY LINE |
| PB | PLAT BOOK |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| R/W | RIGHT-OF-WAY |
| RBF | REBAR FOUND |
| SWB | STATE WATERS BUFFER |
| TP | TAX PARCEL NUMBER |
| ○ | 1/2" CAPPED REBAR SET STAMPED LSF 1010 (UNLESS OTHERWISE NOTED) |
| ● | IRON PIN FOUND (AS DESCRIBED) |
| ⌀ | COMPUTED POINT (NO PIN) |




Vicinity Map ~ Not to Scale

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706-613-8900 ■ 706-425-9631 (FAX)
abe@ABEconsultinginc.com
www.ABEconsultinginc.com

**BOUNDARY SURVEY FOR:**

# Susan & Sherry Pirkle

Ridge Road
Buford, Ga.
Hall County
1419th G.M.D.

Being that parcel of land described in DB 7392 pg 300, Hall County, Ga records

**TOTAL PROJECT AREA: 24.210 ACRES**
**TAX PARCEL #: Portion of 08154 000017**
**EXISTING ZONING: AR-III,SS**

This property does not lie within the "Future Flood Zone of Hall County as per Gainesville–Hall County GIS.

THIS PROPERTY DOES NOT LIE WITHIN A 100-YEAR FLOOD PLAIN ACCORDING TO FLOOD INSURANCE RATE MAP # 13139C 0293F DATED 9-29-2006.

COPYRIGHT © 2013 ABE CONSULTING, INC. RESERVES COPYRIGHT AND OTHER RIGHTS TO THE STRICT USE OF THESE DOCUMENTS FOR THE ORIGINAL PROJECT FOR WHICH THEY WERE INTENDED. ANY CHANGES OR ALTERATIONS MADE TO THIS MAP OF SURVEY WITHOUT THE WRITTEN APPROVAL OF ABE CONSULTING, INC. VOIDS THE SEAL SHOWN HEREON AND ANY LIABILITY ASSOCIATED WITH THIS PROJECT. THE ORIGINAL DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES. REPRODUCTIONS, MODIFICATIONS, OR ASSIGNMENTS ARE STRICTLY PROHIBITED.

## SURVEY CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,074 FEET AND AN ANGULAR ERROR OF 4 SEC. PER ANGLE POINT AND WAS ADJUSTED USING NETWORK LEAST SQUARES. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 264,029 FEET. A TOPCON GTS 301 WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS UPON WHICH THIS PLAT IS BASED AND THE FIELD SURVEY UPON WHICH THIS PLAT IS BASED WAS COMPLETED ON 11-27-17.

## SURVEYOR'S NOTES:

1. THIS MAP OF SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
2. THE PROPERTY SHOWN HEREON IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY AND OTHER ENCUMBRANCES, BOTH PUBLIC AND PRIVATE.
3. UNDERGROUND UTILITIES AND FOUNDATIONS, IF ANY, HAVE NOT BEEN LOCATED.
4. THIS MAP OF SURVEY IS NOT VALID UNLESS IT BEARS THE REGISTRANT'S ORIGINAL SIGNATURE, IN RED INK, PLACED ACROSS THE REGISTRANT'S SEAL.
5. BEARINGS ARE BASED ON GRID NORTH, GEORGIA, WEST ZONE DERIVED FROM GPS OBSERVATIONS UTILIZING THE eGPS NETWORK.
6. ZONING AND SETBACK INFORMATION, IF SHOWN, SHOULD BE VERIFIED BY THE APPROPRIATE PLANNING/ZONING AGENCY PRIOR TO DESIGN OR CONSTRUCTION ACTIVITIES.

## SURVEYOR'S CERTIFICATE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED PROFESSIONAL NO. 2729 LAND SURVEYOR STACY C. CARROLL

STACY C. CARROLL, GEORGIA RLS #2729 DATE LSF# 1010

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

GEORGIA REGISTERED PROFESSIONAL NO. 2729 LAND SURVEYOR STACY C. CARROLL

LSF# 1010

**DATE PREPARED:** 12-5-17

**PROJECT #:** 17-027-50

| REVISIONS | DATE |
|---|---|
| ... | ... |
| | |
| | |
| | |

GRAPHIC SCALE
0' 100' 200' 400' 600'
SCALE: 1"= 200'

GRID NORTH
(Ga.– West Zone)

**SHEET #** 1 of 1

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=2494169&key1=875&key2=205&county=69&countyname=HALL&userid=151495&appid=28 1/1

12.16.2024 - Item 1

eFiled & eRecorded
DATE: 11/3/2017
TIME: 2:26 PM
PLAT BOOK: 00875
PAGE: 00109
RECORDING FEE: 8.00
PARTICIPANT ID: 9040303858
CLERK: Charles Baker
Hall County, GA
NOTE: JP

THIS AREA RESERVED FOR RECORDING INFORMATION

OWNER/ DEVELOPER: We Flip, LLC.
4054 RIDGE ROAD
BUFORD, GA 30519

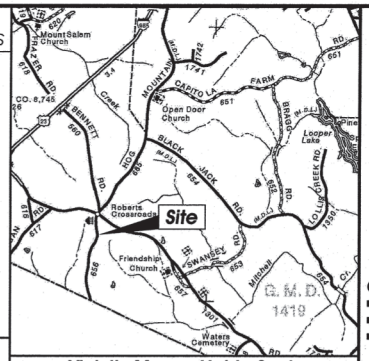
AUTHORIZED AGENT: ABE CONSULTING, INC.
CONTACT: ABE ABOUHAMDAN, PE
2410 HOG MOUNTAIN ROAD, SUITE 103
WATKINSVILLE, GA 30677
706.613.8900

**HALL COUNTY - STREAM BUFFER PROTECTION**
ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK. (HALL COUNTY CODE § 8.170.070)

IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 17.225.040)

## LEGEND OF SURVEY ABBREVIATIONS/SYMBOLS

| | |
|---|---|
| ℄ | CENTERLINE |
| CMF | CONC MONUMENT FOUND |
| CTF | CRIMP TOP PIPE FOUND |
| DB | DEED BOOK |
| IPS | 1/2" CAPPED REBAR SET STAMPED LSF 1010 |
| NTS | NOT TO SCALE |
| OTF | OPEN TOP PIPE FOUND |
| ℙ | PROPERTY LINE |
| PB | PLAT BOOK |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| R/W | RIGHT-OF-WAY |
| RBF | REBAR FOUND |
| SWB | STATE WATERS BUFFER |
| TP | TAX PARCEL NUMBER |
| ○ | 1/2" CAPPED REBAR SET STAMPED LSF 1010 (UNLESS OTHERWISE NOTED) |
| ● | IRON PIN FOUND (AS DESCRIBED) |
| ⊙ | COMPUTED POINT (NO PIN) |
| △ | ROCK FOUND |




Vicinity Map ~ Not to Scale

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WATKINSVILLE, GA 30677
706-613-8900 ■ 706-425-9631 (FAX)
abe@ABEconsultinginc.com
www.ABEconsultinginc.com

Ridge Road a.k.a. Hog Mountain Road
80' R/W ~ 24' Paved

1596.4' along right of way to the Southwest end of right of way miter at Friendship Road

P.O.B.

Sherry L. Pirkle
TP# 08154 000017
DB 7392 pg 300
Zoned: AR-III,SS

Grid Properties, LLC
TP# 15048 000065
DB 2609 pg 74
Zoned: AR3

Oakland Leasing, LLC
TP# 15048 000015
DB 7828 pg 247
PB 53 pg 150
Zoned: AR3

Jean L. Stephens
TP# 15048 000011
DB 873 pg 36
Zoned: AR3

Roger L. Waycaster
TP# 15048 000016C
DB 4232 pg 564
Zoned: AR3

Terri J. Chandler
TP# 15048 000016
DB 6435 pg 490
Zoned: AR3

Charles D. Bell
TP# 15048 000007
DB 6960 pg 227
Zoned: AR3

Arc: 201.00' Rad: 1014.10' Chord: N 15°11'56"E 200.67'
S 60°24'11"E 886.14'
1159.20' N 56°33'31"W
S 56°39'49"E 348.34'
408.34'
N 33°20'11"E 408.88'
60.00'
S 56°36'25"E 388.42'
S 56°48'37"E 338.60'
S 63°18'01"E 160.37'
S 63°38'25"E 255.40'
S 62°57'30"E 233.56'
N 01°59'59"W 455.75'
N 56°17'12"E 157.01'
S 38°42'07"E 1220.56'
1860.92' N 55°10'32"W
744.20' S 45°37'11"W
S 43°22'33"W 199.53'

Rock Found
Axle Found
3/4" OTF
1/2" OTF
1" OTF
2" OTF
4"x 4" CMF
1/2" CTF
IPS

Area: 50.165 Acres

Woods Road

This property meets the lot size as required by the Hall County Board of Health. This lot has not been approved for an on site sewage management system. Suitable soils will be required prior to approval or issuance of an on site sewage system permit

HALL COUNTY 11-3-17 DEPT. OF PUBLIC HEALTH

RECORDING PERMIT
BY E. Galmon 11/3/17
HALL COUNTY PLANNING COMMISSION

COUNTY ENGINEER APPROVED HALL COUNTY, GEORGIA

THIS PROPERTY DOES NOT LIE WITHIN A 100-YEAR FLOOD PLAIN ACCORDING TO FLOOD INSURANCE RATE MAP # 13139C 0293F DATED 9-29-2006.

### SURVEY CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,074 FEET AND AN ANGULAR ERROR OF 4 SEC. PER ANGLE POINT AND WAS ADJUSTED USING NETWORK LEAST SQUARES. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 509,452 FEET.
A TOPCON GTS 301 WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS UPON WHICH THIS PLAT IS BASED AND THE FIELD SURVEY UPON WHICH THIS PLAT IS BASED WAS COMPLETED ON 10-16-17.

### SURVEYOR'S CERTIFICATE

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 1 5-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFRIMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 1 5-6-67.

GEORGIA REGISTERED PROFESSIONAL NO. 2729 LAND SURVEYOR STACY C. CARROLL

STACY C. CARROLL, GEORGIA RLS #2729 DATE LSF# 1010

### SURVEYOR'S NOTES:

1. THIS MAP OF SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
2. THE PROPERTY SHOWN HEREON IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY AND OTHER ENCUMBRANCES, BOTH PUBLIC AND PRIVATE.
3. UNDERGROUND UTILITIES AND FOUNDATIONS, IF ANY, HAVE NOT BEEN LOCATED.
4. THIS MAP OF SURVEY IS NOT VALID UNLESS IT BEARS THE REGISTRANT'S ORIGINAL SIGNATURE, IN RED INK, PLACED ACROSS THE REGISTRANT'S SEAL.
5. BEARINGS ARE BASED ON GRID NORTH, GEORGIA, WEST ZONE DERIVED FROM GPS OBSERVATIONS UTILIZING THE eGPS NETWORK.
6. ZONING AND SETBACK INFORMATION, IF SHOWN, SHOULD BE VERIFIED BY THE APPROPRIATE PLANNING/ZONING AGENCY PRIOR TO DESIGN OR CONSTRUCTION ACTIVITIES.

A portion of this property is within the Future Flood Zone of Hall County

The purpose of this survey is to subdivide 50.165 acres from the parent tract leaving a remainder of 27.43± Acres.

## Boundary & Division Survey for:

# We Flip, LLC.

**Ridge Road**
**Buford, Ga.**
**Hall County**
**1419th G.M.D.**

*Being that parcel of land described in DB 7392 pg 300, Hall County, Ga records*

**TOTAL PROJECT AREA: 50.165 ACRES**
**TAX PARCEL #: Portion of 08154 000017**
**EXISTING ZONING: AR-III,SS**

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I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

GEORGIA REGISTERED PROFESSIONAL NO. 2729 LAND SURVEYOR STACY C. CARROLL
LSF# 1010

**DATE PREPARED:** 10-18-17
**PROJECT #:** 17-027-50

| REVISIONS | DATE |
|---|---|
| ... | ... |

GRAPHIC SCALE
0' 100' 200' 400' 600'
SCALE: 1"= 200'

GRID NORTH
Ga.-West Zone

SHEET # 1 / 1

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=2491205&key1=875&key2=109&county=69&countyname=HALL&userid=151495&appid=28 1/1

# Traffic Impact Analysis - REVISED

## *Ridgeview*

Hall County, Georgia

16 August 2024

TRAFFIC IMPACT GROUP, LLC
1050 Crown Pointe Pkwy, Suite 500
Atlanta, GA 30338
470.808.1252

TRAFFIC IMPACT GROUP, LLC

**Ridgeview - Hall County -**

I hereby certify that this report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Georgia.

REV
08/16/2024

Scott P. Israelson, P.E., PTOE
License No. 39784

TRAFFIC IMPACT GROUP, LLC

# Executive Summary

**Project Description**

Ridgeview Estates is a proposed development in Hall County, Georgia. The site is on the southeast corner of Friendship Road (SR 347) & Ridge Road.

The new site plan shows 16,000 SF of retail space, a 110-room hotel, 481 units of multi-family and townhome units, and 74 single-family homes. Hall County requires a TIA for developments generating 1,000 daily trips or more. This REVISED analysis is needed due to site plan changes.

The proposed development is expected to generate 101 new entering trips and 206 new exiting trips in the AM peak hour, and 257 new entering and 172 new exiting trips in the PM peak hour. This site will also experience internal capture trips, which have been included in the driveway analysis.

**Traffic Impacts**

**Ridge Road & Project Accesses**

Hall County Access Regulations require deceleration for subdivisions with more than 24 lots. By County standards, this would require northbound right-turn lanes at Accesses C and D.

The County allows a waiver of turn lanes based on traffic operations and safety. Analysis shows that the south access (Access D) is expected to see right turns that would fall below thresholds for a right-turn lane. It is **recommended** to seek a waiver of a right-turn lane at Access D.

County Regulations would also require southbound left-turn lanes at both accesses.

**Recommended Improvements**

Friendship Road (SR 347) & Access A

- The site plan shows eastbound right-turn lane as part of the development.

Ridge Road & Access C

- Construct a southbound left-turn lane and northbound right-turn lane.

Ridge Road & Access D

- Construct a southbound left-turn lane.
- Seek a waiver to avoid a northbound right-turn lane.

TRAFFIC IMPACT GROUP, LLC

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TRAFFIC IMPACT GROUP, LLC

# I. Introduction

Ridgeview Estates is a proposed development in Hall County, Georgia. The site is located on the southeast corner of Friendship Road (SR 347) & Ridge Road.

The new site plan shows 16,000 SF of retail space, a 110-room hotel, 481 units of multi-family and townhome units, and 74 single-family homes. The property will have two full-access driveways to Ridge Road and one right-in/right-out driveway to Friendship Road (SR 347).

Hall County requires a TIA for developments generating 1,000 daily trips or more. This REVISED analysis includes site plan changes.

The study area included the following intersections:

- Friendship Road (SR 347) & Ridge Road
- Friendship Road (SR 347) & project access
- Ridge Road & project accesses

The study analyzed the following scenarios:

- Existing Conditions
- Full Build Conditions

The AM peak hour and PM peak hour were analyzed.

**Figure 1** shows the most recent site plan. **Figure 2** shows the project vicinity map.

27 FEBRUARY 2024

NELSON

RIDGE ROAD
HALL COUNTY | GEORGIA
CP 2A

Site Plan

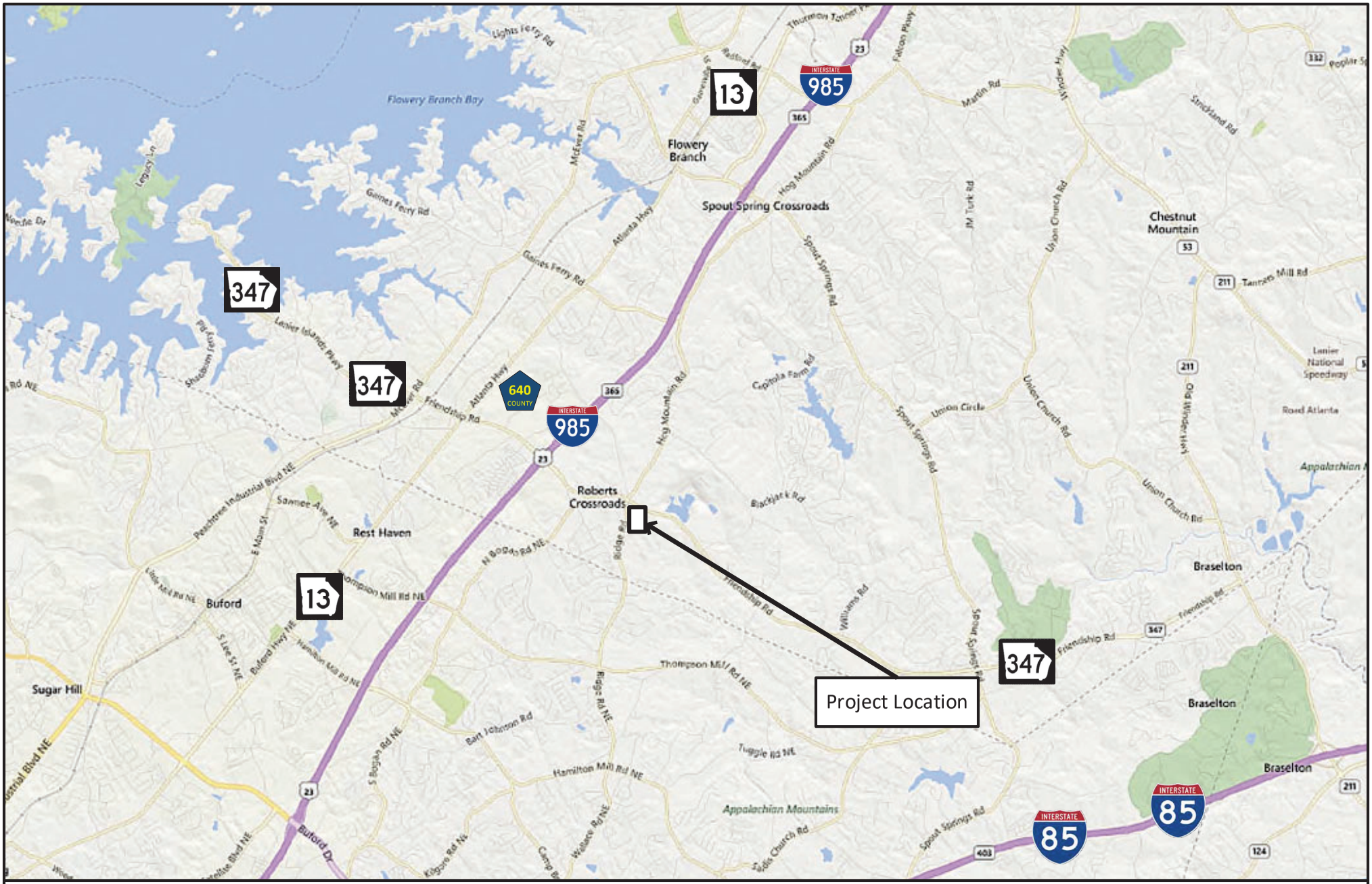
Figure 1

Ridgeview Estates – Hall County

Date: 5 March 2024

TRAFFIC IMPACT GROUP, LLC

12.16.2024 - Item 1




Vicinity Map

Figure 2

Ridgeview Estates – Hall County

Date: 1 March 2024

TRAFFIC IMPACT GROUP, LLC

12.16.2024 - Item 1

# II. Existing Conditions

## A. EXISTING ROADWAY CONDITIONS

Table 2.1 presents a summary of the existing roadway conditions in the study area. **Figure 3** shows the roadways in the study area.

**Table 2.1 - Existing Roadways**

| Street Name | Functional Class | Typical Section | Posted Speed | AADT |
|---|---|---|---|---|
| Friendship Road (SR 347) | Minor Arterial | Six-lane divided | 45 mph | 26,300 |
| Ridge Road | Major Collector | Two-lane undivided | 45 mph | 5,690 |

## B. EXISTING INTERSECTION GEOMETRY

Friendship Road (SR 347) & Ridge Road is signalized with protected-permitted phasing for all left turns. The eastbound and westbound approaches consist of a left-turn lane, three through lanes, and a right-turn lane. The northbound and southbound approaches have a left-turn lane, one through lane, and a right-turn lane.

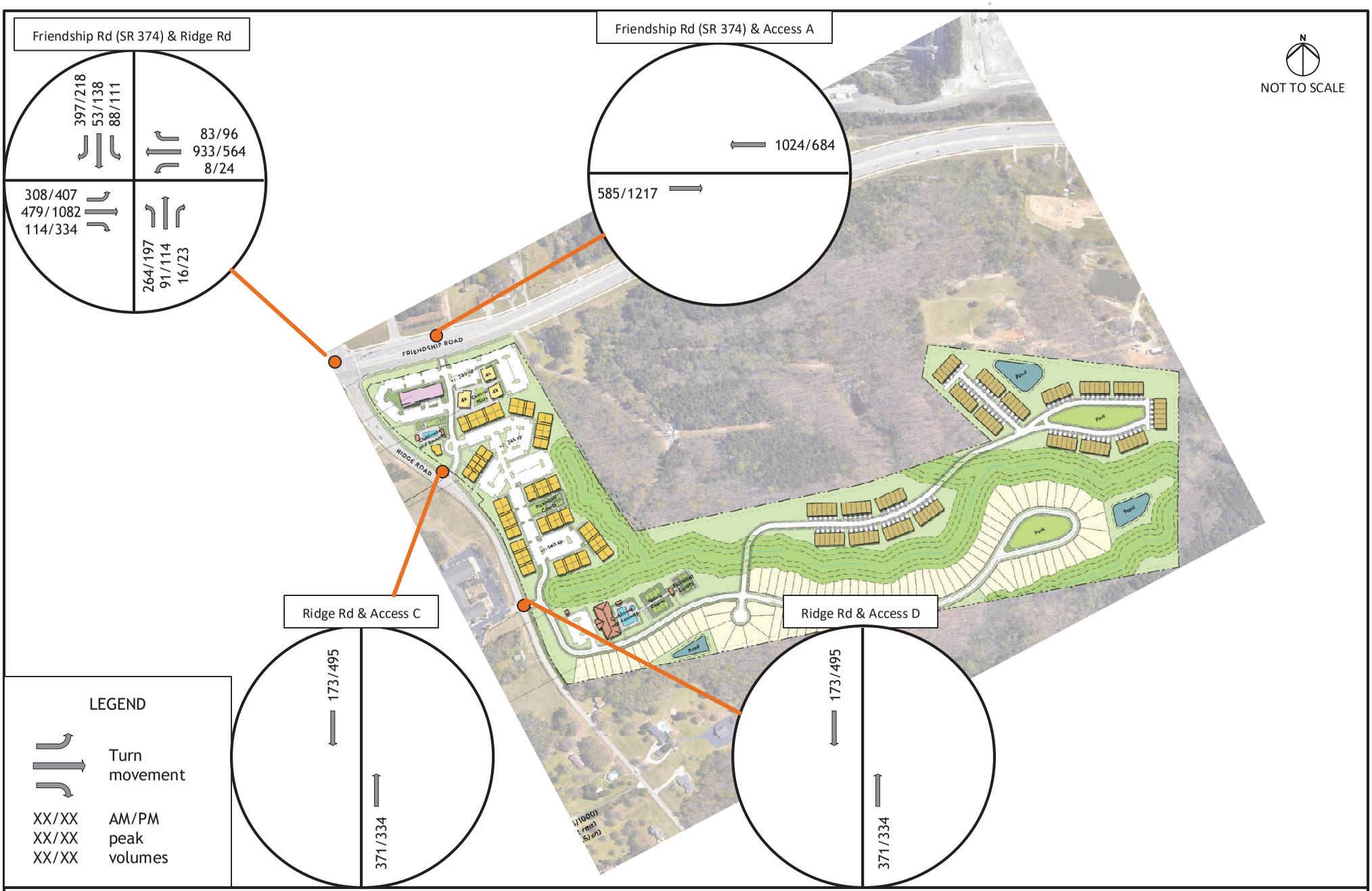
Access A is a proposed right-in/right-out driveway to Friendship Road (SR 347) and will provide access for the commercial part of development. Right-turn lane is proposed as part of development.

Access C is proposed to be a full-access driveway to Ridge Road and will provide access for the commercial and the northern multifamily portion of the development. It will be located approximately 600 feet south of Friendship Road (SR 347).

Access D is proposed to be a full-access driveway to Ridge Road and will provide access for the residential part of development. It will align with the St Mary and St Martha Church driveway.

## C. TRAFFIC VOLUMES

Traffic data collection for study area intersections was performed on February 15, 2024. **Figure 3** displays existing traffic volumes. These volumes can be found in the Appendix. Current Average Annual Daily Traffic (AADT) volumes were retrieved from the GDOT Traffic Data website.




Existing Traffic Volumes

Figure 3

Ridgeview Estates – Hall County

Date: 5 March 2024

TRAFFIC IMPACT GROUP, LLC

12.16.2024 - Item 1

# III. Methodology

## A. BASE ASSUMPTIONS

Intersection capacity analysis was conducted using Synchro v11.0. Trip generation was calculated using the 11th edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*. Right-turn and left-turn lanes were examined using Hall County Access Regulations on Ridge Road.

## B. BACKGROUND GROWTH

The average annual background growth rate is calculated using historical AADT volumes. Calculations show that the background growth in the study area is 9.12% per year. These calculations can be found in the Appendix. Existing volumes were increased by 9% to estimate background growth for Full Build 2025 conditions.

## C. TRIP GENERATION

The new site plan shows 16,000 SF of retail space, a 110-room hotel, 481 units of multi-family and townhome units, and 74 single-family homes. The *ITE Trip Generation Manual, 11th Edition* was used to estimate the projected trips by this development. Table 3.1 contains the summary of the land uses and sizes used for trip generation estimates.

**Table 3.1 - ITE Trip Generation**

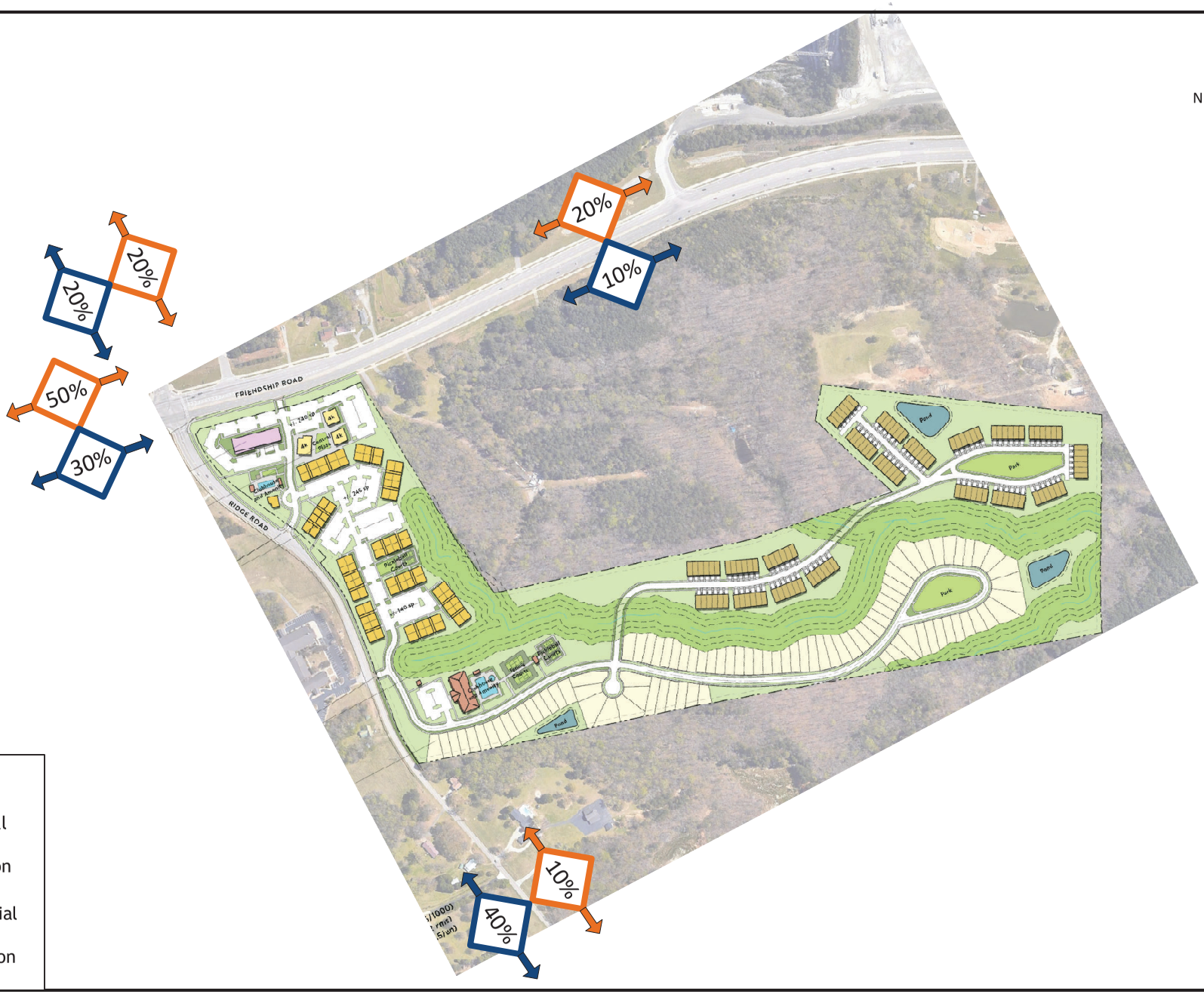
| Average Weekday Driveway Volumes | | | | | AM Peak Hour | | PM Peak Hour | |
|---|---|---|---|---|---|---|---|---|
| **Land Use** | **ITE Code** | **Size** | | **Daily Trips** | **Enter** | **Exit** | **Enter** | **Exit** |
| Single-Family Detached Housing | 210 | 74 | Dwelling Units | 765 | 14 | 43 | 47 | 28 |
| Multifamily Housing (Low-Rise) | 220 | 481 | Dwelling Units | 3242 | 41 | 131 | 154 | 91 |
| Hotel | 310 | 110 | Rooms | 879 | 27 | 21 | 28 | 26 |
| Strip Retail Plaza (<40k) | 822 | 16 | Th.Sq.Ft. GFA | 871 | 23 | 15 | 55 | 54 |
| **Unadjusted Peak Hour Trips** | | | | **5757** | **105** | **210** | **284** | **199** |
| Internal Capture Reduction - from NCHRP No 684 | | | | | | | | |
| Internal Capture Reduction | | *Retail* | | | *-3* | *-1* | *-7* | *-17* |
| | | *Residential* | | | *-1* | *-2* | *-14* | *-9* |
| | | *Hotel* | | | *0* | *-1* | *-6* | *-1* |
| **Total New Peak Hour Trips to Adjacent Network** | | | | | **101** | **206** | **257** | **172** |

This retail/service development generates “internal capture” trips summarized in the table above. Internal capture trip reduction is a method to estimate interaction between different uses within the same development. While each land use in a development generates vehicle trips, some people will visit more than one land use within the development. This phenomenon of multiple land uses adjacent to each other ultimately results in fewer vehicle trips to the external road network, and less impact, than free-standing retail, office, or residential areas.

This reduction was calculated in accordance with *NCHRP Report No. 684, Enhancing Internal Trip Capture for Mixed-use Development*.

## D. TRIP DISTRIBUTION

Trips for this proposed development were assigned to the surrounding roadway network based on existing traffic patterns and engineering judgment for the residential and commercial land uses. The proposed trip distribution for this project can be found in **Figure 5**, and the projected site trips are shown in **Figure 6**. Full Build 2025 volumes are shown in **Figure 7**.




Trip Distribution

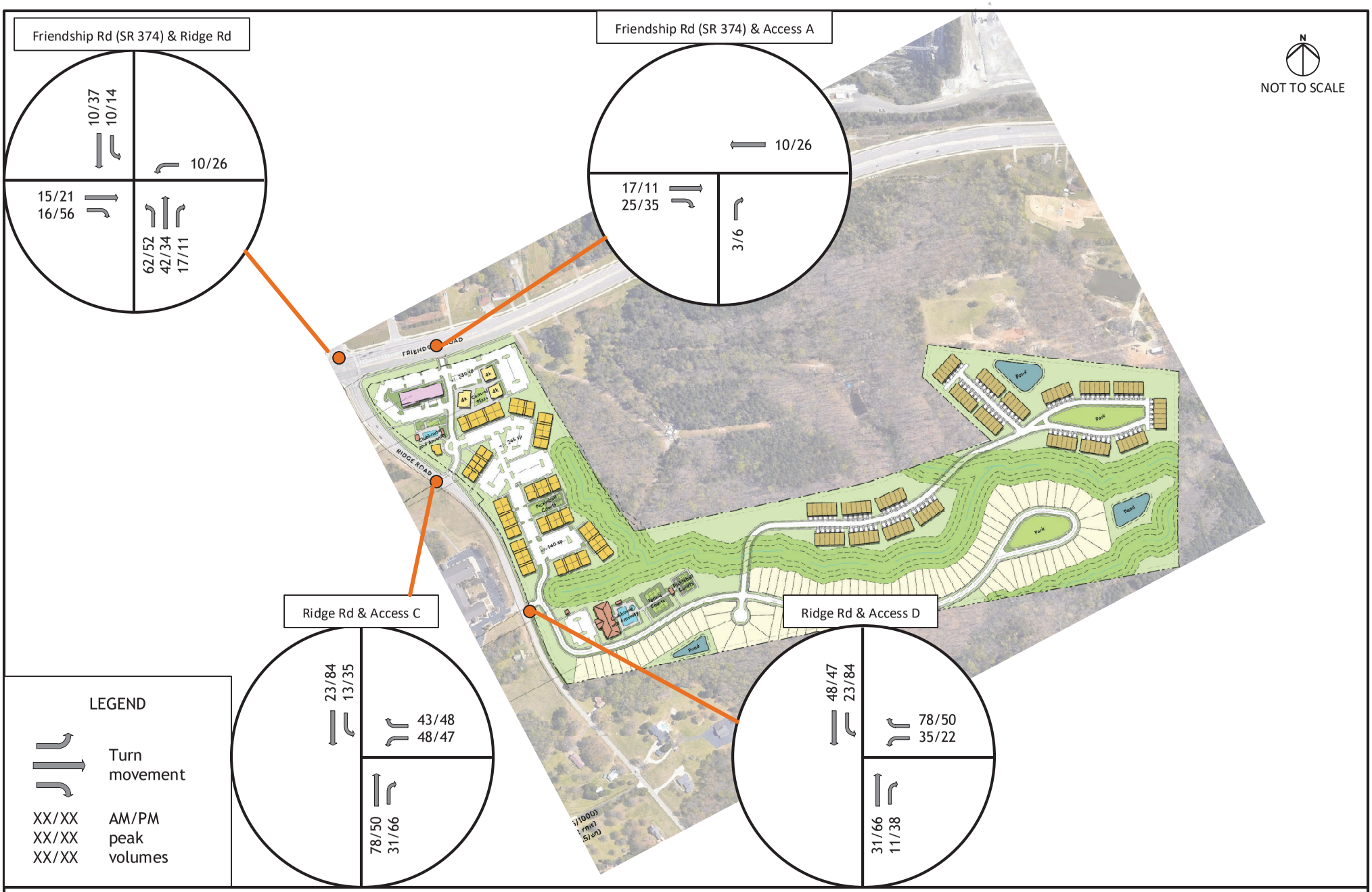
Figure 5

Ridgeview Estates – Hall County

Date: 5 March 2024

TRAFFIC IMPACT GROUP, LLC

12.16.2024 - Item 1




Site Trips

Figure 6

Ridgeview Estates – Hall County

Date: 16 August 2024

TRAFFIC IMPACT GROUP, LLC

12.16.2024 - Item 1

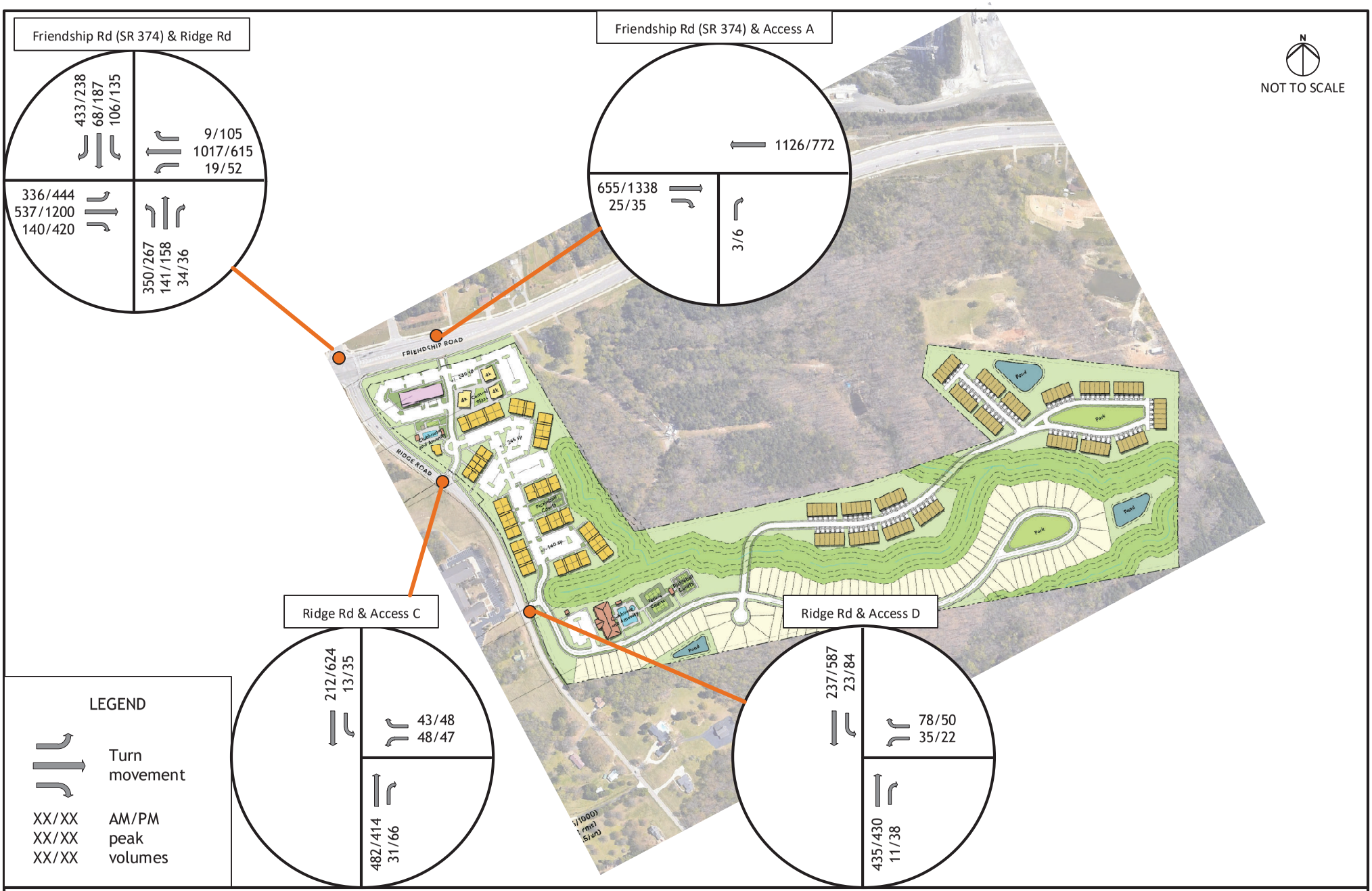



Figure Name

Figure No

Ridgeview Estates – Hall County

Date: 16 August 2024

TRAFFIC IMPACT GROUP, LLC

12.16.2024 - Item 1

# IV. Turn Lanes

## A. Right-Turn Lanes

The site plan shows right-turn lane at Access A as part of development.

Hall County Access Regulations require deceleration for subdivisions with more than 24 lots. By County standards, this would require northbound right-turn lanes at Accesses C and D.

The County allows a waiver of turn lanes based on traffic operations and safety.

The National Cooperative Highway Research Program (NCHRP) Report 279 *Intersection Channelization Design Guide* was used to determine right-turn lane and left-turn lane thresholds for this study.

For public officials that do not have formal thresholds for determining when new access requires turn lane treatments, the NCHRP Report 279 is a useful tool in assisting the impacts from development. Specifically, this report allows the traffic engineering professional to input roadway type, posted speed, advancing volume (and opposing volume for left turns), and number of turning vehicles. The result is a plot on a graph defined by the above inputs as either recommending turn lanes or not.

Table 4.1 shows the volumes for right-turn analysis to determine turn lane thresholds.

**Table 4.2 - Right-Turn Lane Analysis**

| Driveway | AM/ PM | Approach | Posted Speed | Advancing Vol | RT Vol | Turn Lane needed? |
|---|---|---|---|---|---|---|
| Ridge Rd & Access C | AM | NB | 45 | 466 | 39 | No |
| | PM | | | 400 | 65 | Yes |
| Ridge Rd & Access D | AM | NB | 45 | 443 | 9 | No |
| | PM | | | 426 | 32 | No |

Based on Full Build volumes, a right-turn lane is recommended for Access C but not Access D. it is **recommended** to seek a waiver of a northbound right-turn lane at Access D.

**B. Left-Turn Lanes**

For left-turn deceleration lanes, County regulations provide tabular thresholds based on daily traffic volumes and number of lots. The table below shows County standards:

| Average Daily Traffic (ADT) | Number of Lots (equal to or greater than the following) |
|---|---|
| >6000 | 100 |
| 4001 – 6000 | 125 |
| 2001 – 4000 | 150 |
| 1000 – 2000 | 175 |
| < 1000 | 200 |

Ridge Road has a daily traffic volume of 5,690 vehicles per day.

The development will have 236 apartment units, 113 townhomes, and 92 single-family units spread over two accesses to Ridge Road. By County standards, southbound left-turn lanes would be required. The County allows a waiver of turn lanes based on traffic operations and safety.

Table 4.2 shows the volumes used in the analysis.

**Table 4.2 - Left-Turn Lane Analysis**

| Driveway | AM/ PM | Approach | Posted Speed | Advancing Vol | Opposing Vol | LT Vol | Turn Lane needed? |
|---|---|---|---|---|---|---|---|
| Ridge Rd & Access C | AM | SB | 45 | 210 | 466 | 14 | No |
| | PM | | | 608 | 400 | 41 | Yes |
| Ridge Rd & Access D | AM | SB | 45 | 244 | 443 | 21 | No |
| | PM | | | 579 | 426 | 72 | Yes |

Based on Full Build volumes, southbound left-turn lanes are appropriate for both driveways.

# V. Capacity Analysis

The Transportation Research Board's Highway Capacity Manual (HCM) utilizes a term "level of service" (LOS) to measure how traffic operates in intersections. There are currently six levels of service ranging from A to F. Level of Service "A" represents the best conditions and Level of Service "F" represents the worst. Synchro software was used to determine the level of service for intersections in the study area. All worksheet reports from the analyses can be found in the Appendix.

Table 5.1 shows the control delay per vehicle associated with LOS A through F for signalized and unsignalized intersections.

**Table5.1 - Highway Capacity Manual Levels of Service and Control Delay**

| Signalized Intersection | | Unsignalized Intersection | |
|---|---|---|---|
| **Level of Service** | **Control Delay per Vehicle (sec)** | **Level of Service** | **Control Delay per Vehicle (sec)** |
| A | ≤ 10 | A | ≤ 10 |
| B | > 10 and ≤ 20 | B | > 10 and ≤ 15 |
| C | > 20 and ≤ 35 | C | > 15 and ≤ 25 |
| D | > 35 and ≤ 55 | D | > 25 and ≤ 35 |
| E | > 55 and ≤ 80 | E | > 35 and ≤ 50 |
| F | > 80 | F | > 50 |

## A. FRIENDSHIP ROAD (SR 347) & RIDGE ROAD/HOG MOUNTAIN ROAD

Friendship Road (SR 347) & Ridge Road is signalized with protected-permitted phasing for the westbound left-turn movement, and permitted phasing for all other left turns. The eastbound and westbound approaches consist of a left-turn lane, three through lanes, and a right-turn lane. The northbound and southbound approaches have a left-turn lane, one through lane, and a right-turn lane.

Table 5.2 shows the current LOS, control delay, and 95th percentile queue length for existing conditions.

| Table 5.2 - Intersection LOS, Delay, and Queue by Movement - Existing | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Friendship Rd & Ridge Rd | | | | | | | | | | | | |
| **AM** | Eastbound | | | Westbound | | | Northbound | | | Southbound | | |
| **Movement** | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| Delay (s) | 32.9 | 13.4 | 1.9 | 11.5 | 32.1 | 0.5 | 38.3 | 32.2 | 0.1 | 24.3 | 34.6 | 21.8 |
| LOS | C | B | A | B | C | A | D | C | A | C | C | C |
| Q(veh) | 268 | 94 | 19 | 18 | 241 | 0 | 219 | 92 | 0 | 73 | 62 | 158 |
| **Overall** | C (25.5) | | | | | | | | | | | |
| **PM** | Eastbound | | | Westbound | | | Northbound | | | Southbound | | |
| **Movement** | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| Delay (s) | 19.8 | 15.8 | 3.1 | 14.1 | 32.4 | 0.9 | 26.3 | 31.5 | 0.2 | 25 | 43.8 | 10.9 |
| LOS | B | B | A | B | C | A | C | C | A | C | D | B |
| Q(veh) | 217 | 208 | 48 | 17 | 152 | 0 | 147 | 109 | 0 | 88 | 138 | 63 |
| **Overall** | B (19.6) | | | | | | | | | | | |

Table 5.3 shows the expected LOS, control delay, and 95th percentile queue length for Full Build conditions.

| Table 5.3 - Intersection LOS, Delay, and Queue by Movement - Full Build | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Friendship Rd & Ridge Rd | | | | | | | | | | | | |
| **AM** | Eastbound | | | Westbound | | | Northbound | | | Southbound | | |
| **Movement** | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| Delay (s) | 29.3 | 14.5 | 1.2 | 13.3 | 70.3 | 0.1 | 47.7 | 32.2 | 0.3 | 25.7 | 38.2 | 13.2 |
| LOS | C | B | A | B | E | A | D | C | A | C | D | B |
| Q(veh) | 271 | 109 | 12 | 17 | 357 | 0 | 330 | 129 | 0 | 82 | 77 | 92 |
| **Overall** | D (38.2) | | | | | | | | | | | |
| **PM** | Eastbound | | | Westbound | | | Northbound | | | Southbound | | |
| **Movement** | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| Delay (s) | 28.1 | 19.1 | 3.5 | 17.9 | 35.4 | 0.8 | 36 | 33.8 | 0.3 | 28.2 | 58.9 | 8.5 |
| LOS | C | B | A | B | D | A | D | C | A | C | E | A |
| Q(veh) | 307 | 242 | 54 | 31 | 165 | 0 | 195 | 143 | 0 | 102 | 219 | 51 |
| **Overall** | C (23.7) | | | | | | | | | | | |

## B. FRIENDSHIP ROAD (SR 347) & ACCESS A

Access A is proposed to be a right-in/right-out driveway to Friendship Road (SR 347). A right-turn lane is proposed as part of development.

Table 5.4 shows the expected LOS, control delay, and 95th percentile queue length for Full Build conditions.

| Table 5.4 - FB | | | | |
|---|---|---|---|---|
| Friendship Rd & Access A | | | | |
| AM | Eastbound | | WBT | NB |
| **Movement** | EBT | EBR | WBT | NBR |
| Delay (s) | Free | | Free | 11.6 |
| LOS | | | | B |
| Q(veh) | | | | 0 |
| PM | Eastbound | | WBT | NB |
| **Movement** | EBT | EBR | WBT | NBR |
| Delay (s) | Free | | Free | 16.2 |
| LOS | | | | C |
| Q(veh) | | | | 3 |

Friendship Road (SR 347) - looking east towards future Access A

## C. RIDGE ROAD & ACCESS C

Access C is proposed to be a full-access driveway to Ridge Road.

Table 5.6 shows the expected LOS, control delay, and 95th percentile queue length for Full Build conditions.

| Table 5.6 - Full Build | | | | | | |
|---|---|---|---|---|---|---|
| Ridge Rd & Access C | | | | | | |
| **AM** | Eastbound | | Westbound | | Northbound | |
| **Movement** | WBL | WBR | NBT | NBR | SBL | SBT |
| Delay (s) | 15.8 | | Free | | 8.6 | Free |
| LOS | C | | | | A | |
| Q(veh) | 23 | | | | 0 | |
| Ridge Rd & Access C | | | | | | |
| **PM** | Eastbound | | Westbound | | Northbound | |
| **Movement** | WBL | WBR | NBT | NBR | SBL | SBT |
| Delay (s) | 21.7 | | Free | | 8.5 | Free |
| LOS | C | | | | A | |
| Q(veh) | 33 | | | | 0 | |

## D. RIDGE ROAD & ACCESS D

Access D is proposed to be a full-access driveway to Ridge Road aligned with the St Mary and St Martha church driveway.

Table 5.7 shows the expected LOS, control delay, and 95th percentile queue length for Full Build 2020 conditions.

| Table 5.7 - Full Build | | | | | | |
|---|---|---|---|---|---|---|
| Ridge Rd & Access D | | | | | | |
| **AM** | Eastbound | | Westbound | | Northbound | |
| **Movement** | WBL | WBR | NBT | NBR | SBL | SBT |
| Delay (s) | 14.8 | | Free | | 8.4 | Free |
| LOS | B | | | | A | |
| Q(veh) | 25 | | | | 0 | |
| Ridge Rd & Access D | | | | | | |
| **PM** | Eastbound | | Westbound | | Northbound | |
| **Movement** | WBL | WBR | NBT | NBR | SBL | SBT |
| Delay (s) | 18.5 | | Free | | 8.6 | Free |
| LOS | C | | | | A | |
| Q(veh) | 20 | | | | 8 | |

# VI. Summary and Conclusion

This study serves as an analysis of the traffic impacts from the proposed Ridgeview Estates development in Hall County, Georgia.

This analysis was necessary due to Hall County guidelines that require a TIA for developments that generate 1000 or more daily trips.

**Trip Generation**

The proposed development is expected to generate 120 new entering trips and 206 new exiting trips in the AM peak hour, and 217 new entering and 122 new exiting trips in the PM peak hour. This site will also experience internal capture and pass-by/diverted link trips, which have been included in the driveway analysis.

**Traffic Impacts**

**Ridge Road & Project Accesses**

Hall County Access Regulations require deceleration for subdivisions with more than 24 lots. By County standards, this would require northbound right-turn lanes at Accesses C and D.

The County allows a waiver of turn lanes based on traffic operations and safety. Analysis shows that the south access (Access D) is expected to see right turns that would fall below thresholds for a right-turn lane. It is **recommended** to seek a waiver of a right-turn lane at Access D.

County Regulations would also require southbound left-turn lanes at both accesses.

**Recommended Improvements**

The following summarizes recommended improvements:

Friendship Road (SR 347) & Access A

- The site plan shows eastbound right-turn lane as part of the development.

Ridge Road & Access C

- Construct a southbound left-turn lane and northbound right-turn lane.

Ridge Road & Access D

- Construct a southbound left-turn lane.
- Seek a waiver to avoid a northbound right-turn lane.

# Appendix

Background Information

Traffic Volumes

Trip Generation

Signal Timing

Capacity Analysis

Turn Lane Analysis

# Background Information

# 0000139_0487 / 139-0487 / SR347/Friendship Rd W of Hog Mtn Rd Summary

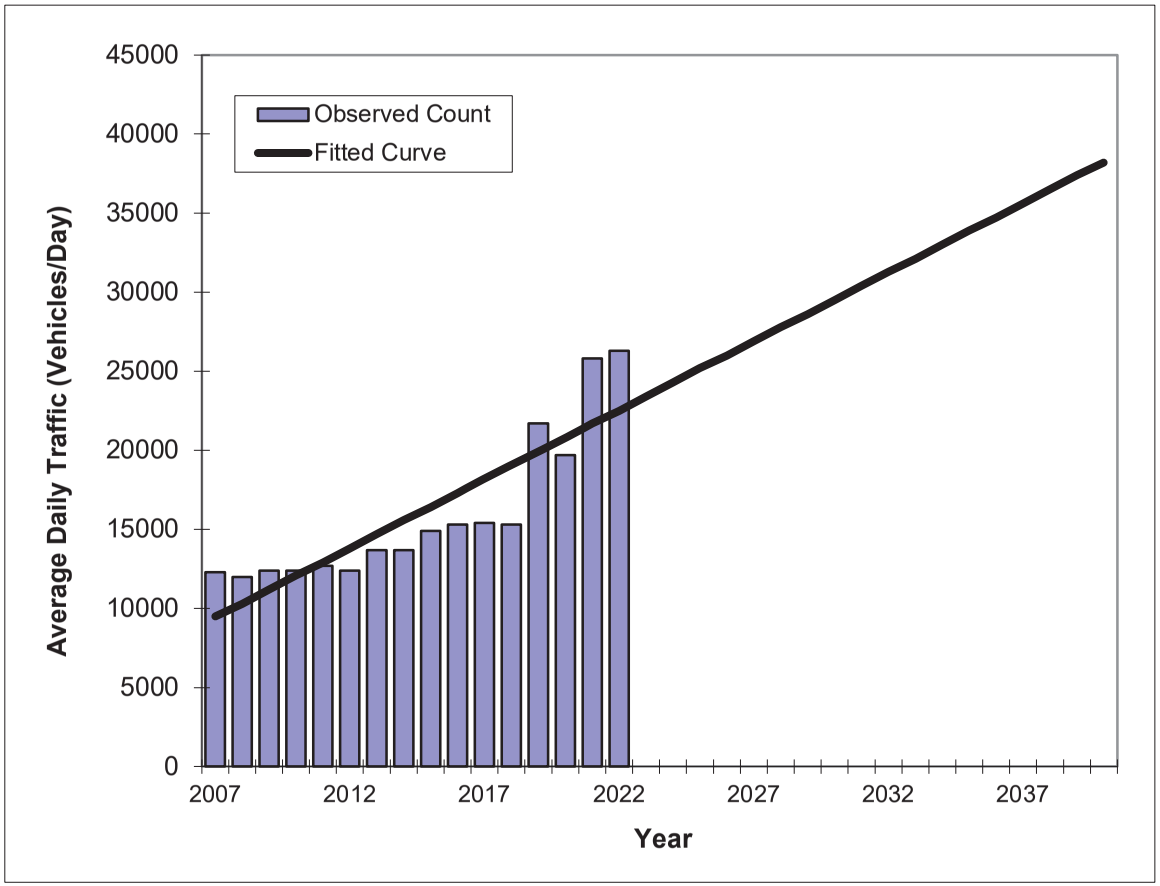
| | AADT | SU AADT | CU AADT | K-Factor | D-Factor |
|---|---|---|---|---|---|
| 2022 | 26300 | 1536 | 329 | 0.1074 | 0.68 |
| 2021 | 25800 | 1503 | 322 | 0.1074 | 0.68 |
| 2020 | 19700 | - | - | 0.1099 | 0.74 |
| 2019 | 21700 | - | - | 0.1099 | 0.74 |
| 2018 | 15300 | - | - | - | - |
| 2017 | 15400 | - | - | - | - |
| 2016 | 15300 | 891 | 233 | 0.106 | 0.7 |
| 2015 | 14900 | 866 | 226 | 0.106 | 0.7 |
| 2014 | 13700 | - | - | 0.09 | - |
| 2013 | 13680 | - | - | 0.09 | - |
| 2012 | 12440 | - | - | - | - |
| 2011 | 12660 | - | - | - | - |
| 2010 | 12380 | - | - | - | - |
| 2009 | 12350 | - | - | - | - |
| 2008 | 11960 | - | - | - | - |
| 2007 | 12270 | - | - | - | - |
| 2006 | 14030 | - | - | - | - |
| 2005 | 13280 | - | - | - | - |
| 2004 | 9110 | - | - | - | - |
| 2003 | 12950 | - | - | - | - |

# Traffic Trends - V2.0

## SR347 -- west of Hog Mtn Rd

| Location | 0 |
|---|---|

| | |
|---|---|
| **County:** | Buford |
| **Station #:** | 139-0487 |
| **Highway:** | SR347 |




| Year | Traffic (ADT/AADT) Count* | Trend** |
|---|---|---|
| 2007 | 12300 | 9500 |
| 2008 | 12000 | 10300 |
| 2009 | 12400 | 11200 |
| 2010 | 12400 | 12100 |
| 2011 | 12700 | 12900 |
| 2012 | 12400 | 13800 |
| 2013 | 13700 | 14700 |
| 2014 | 13700 | 15600 |
| 2015 | 14900 | 16400 |
| 2016 | 15300 | 17300 |
| 2017 | 15400 | 18200 |
| 2018 | 15300 | 19100 |
| 2019 | 21700 | 19900 |
| 2020 | 19700 | 20800 |
| 2021 | 25800 | 21700 |
| 2022 | 26300 | 22500 |
| **2007 Opening Year Trend** | | |
| 2007 | N/A | 9500 |
| **2022 Mid-Year Trend** | | |
| 2022 | N/A | 22500 |
| **2027 Design Year Trend** | | |
| 2027 | N/A | 26900 |
| **TRANPLAN Forecasts/Trends** | | |
| | | |

| | |
|---|---|
| ** Annual Trend Increase: | 871 |
| Trend R-squared: | 75.75% |
| Trend Annual Historic Growth Rate: | 9.12% |
| Trend Growth Rate (2022 to Design Year): | 3.91% |
| Printed: | 21-Feb-24 |

**Straight Line Growth Option**

*Axle-Adjusted

12.16.2024 - Item 1

Prepared by National Data & Surveying Services

# Ridge Rd & Holiday Rd/Friendship Rd/SR 347

## Peak Hour Turning Movement Count

**ID:** 24-180045-001
**City:** Buford

**Day:** Thursday
**Date:** 02/15/2024

**PEAK HOURS**

AM: 07:15 AM - 08:15 AM
NOON: NONE
PM: 05:00 PM - 06:00 PM

**COUNT PERIODS**

AM: 7:00 AM - 09:00 AM
NOON: NONE
PM: 4:00 PM - 06:00 PM

**CONTROL:** Signalized

| | AM | NOON | PM |
|---|---|---|---|
| TEV | 2834 | 0 | 3308 |
| PHF | 0.92 | | 0.95 |

### SOUTHBOUND (Ridge Rd)

| | | | | | | |
|---|---|---|---|---|---|---|
| AM | 397 | 53 | 88 | 0 | 475 | AM |
| NOON | 0 | 0 | 0 | 0 | 0 | NOON |
| PM | 218 | 138 | 111 | 0 | 616 | PM |
| | 1 | 1 | 1 | 0 | | |

### EASTBOUND (Holiday Rd/Friendship Rd/SR 347)

| AM | NOON | PM | |
|---|---|---|---|
| 1601 | 0 | 980 | |
| 7 | 0 | 1 | 0 |
| 301 | 0 | 406 | 1 |
| 479 | 0 | 1082 | 3 |
| 114 | 0 | 334 | 1 |
| AM | NOON | PM | |

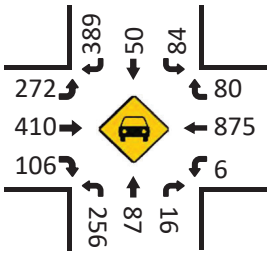
### WESTBOUND (Holiday Rd/Friendship Rd/SR 347)

| PM | NOON | AM | |
|---|---|---|---|
| 96 | 0 | 83 | 1 |
| 564 | 0 | 933 | 3 |
| 23 | 0 | 6 | 1 |
| 1 | 0 | 2 | 0 |
| 1217 | 0 | 585 | |
| PM | NOON | AM | |

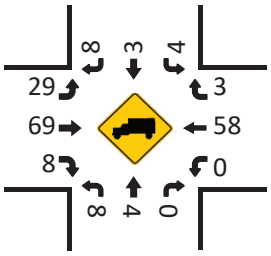
### NORTHBOUND (Ridge Rd)

| | | | | | | |
|---|---|---|---|---|---|---|
| | 0 | 1 | 1 | 1 | | |
| PM | 495 | 0 | 197 | 114 | 23 | PM |
| NOON | 0 | 0 | 0 | 0 | 0 | NOON |
| AM | 173 | 0 | 264 | 91 | 16 | AM |

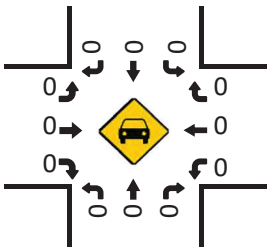
**Cars (AM)**



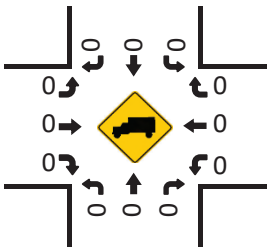

**HT (AM)**



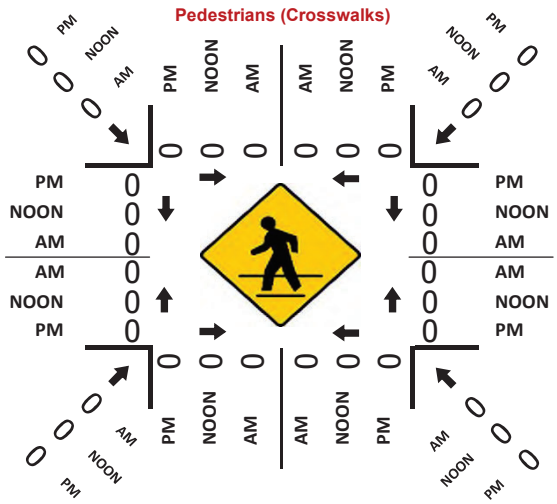

**Cars (NOON)**



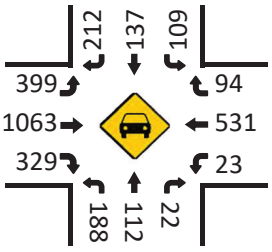

**HT (NOON)**



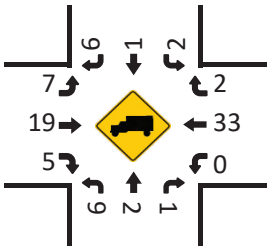

**Pedestrians (Crosswalks)**




**Cars (PM)**




**HT (PM)**



Ridgeview Estates - Hall County

Vistro File: C:\...\Hall County vistro.vistro
Report File: C:\...\vistro am.pdf

Scenario 1 AM Full Build
08/12/2024

## Turning Movement Volume: Detail

| ID | Intersection Name | Volume Type | Northbound | | | Southbound | | | Eastbound | | | Westbound | | | Total Volume |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right | |
| 1 | Friendship Rd & Ridge Rd | Final Base | 264 | 91 | 16 | 88 | 53 | 397 | 308 | 479 | 114 | 8 | 933 | 8 | 2759 |
| | | Growth Factor | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | - |
| | | In Process | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | Net New Trips | 62 | 42 | 17 | 10 | 10 | 0 | 0 | 15 | 16 | 10 | 0 | 0 | 182 |
| | | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | **Future Total** | **350** | **141** | **34** | **106** | **68** | **433** | **336** | **537** | **140** | **19** | **1017** | **9** | **3190** |

| ID | Intersection Name | Volume Type | Northbound | | Southbound | | Westbound | | Total Volume |
|---|---|---|---|---|---|---|---|---|---|
| | | | Thru | Right | Left | Thru | Left | Right | |
| 3 | Ridge Rd & Access C | Final Base | 371 | 0 | 0 | 173 | 0 | 0 | 544 |
| | | Growth Factor | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | - |
| | | In Process | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | Net New Trips | 78 | 31 | 13 | 23 | 48 | 43 | 236 |
| | | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | **Future Total** | **482** | **31** | **13** | **212** | **48** | **43** | **829** |

| ID | Intersection Name | Volume Type | Northbound | | Southbound | | Westbound | | Total Volume |
|---|---|---|---|---|---|---|---|---|---|
| | | | Thru | Right | Left | Thru | Left | Right | |
| 4 | Ridge Rd & Access D | Final Base | 371 | 0 | 0 | 173 | 0 | 0 | 544 |
| | | Growth Factor | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | - |
| | | In Process | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | Net New Trips | 31 | 11 | 23 | 48 | 35 | 78 | 226 |
| | | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | **Future Total** | **435** | **11** | **23** | **237** | **35** | **78** | **819** |

| ID | Intersection Name | Volume Type | Northbound | Eastbound | | Westbound | Total Volume |
|---|---|---|---|---|---|---|---|
| | | | Right | Thru | Right | Thru | |
| 7 | Friendship Rd & Access a | Final Base | 0 | 585 | 0 | 1024 | 1609 |
| | | Growth Factor | 1.09 | 1.09 | 1.09 | 1.09 | - |
| | | In Process | 0 | 0 | 0 | 0 | 0 |
| | | Net New Trips | 3 | 17 | 25 | 10 | 55 |
| | | Other | 0 | 0 | 0 | 0 | 0 |
| | | **Future Total** | **3** | **655** | **25** | **1126** | **1809** |

Ridgeview Estates - Hall County

Vistro File: C:\...\Hall County vistro.vistro
Report File: C:\...\vistro pm.pdf

Scenario 2 PM Full Build
08/13/2024

## Turning Movement Volume: Detail

| ID | Intersection Name | Volume Type | Northbound | | | Southbound | | | Eastbound | | | Westbound | | | Total Volume |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right | |
| 1 | Friendship Rd & Ridge Rd | Final Base | 197 | 114 | 23 | 111 | 138 | 218 | 407 | 1082 | 334 | 24 | 564 | 96 | 3308 |
| | | Growth Factor | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | - |
| | | In Process | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | Net New Trips | 52 | 34 | 11 | 14 | 37 | 0 | 0 | 21 | 56 | 26 | 0 | 0 | 251 |
| | | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | **Future Total** | **267** | **158** | **36** | **135** | **187** | **238** | **444** | **1200** | **420** | **52** | **615** | **105** | **3857** |

| ID | Intersection Name | Volume Type | Northbound | | Southbound | | Westbound | | Total Volume |
|---|---|---|---|---|---|---|---|---|---|
| | | | Thru | Right | Left | Thru | Left | Right | |
| 3 | Ridge Rd & Access C | Final Base | 334 | 0 | 0 | 495 | 0 | 0 | 829 |
| | | Growth Factor | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | - |
| | | In Process | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | Net New Trips | 50 | 66 | 35 | 84 | 47 | 48 | 330 |
| | | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | **Future Total** | **414** | **66** | **35** | **624** | **47** | **48** | **1234** |

| ID | Intersection Name | Volume Type | Northbound | | Southbound | | Westbound | | Total Volume |
|---|---|---|---|---|---|---|---|---|---|
| | | | Thru | Right | Left | Thru | Left | Right | |
| 4 | Ridge Rd & Access D | Final Base | 334 | 0 | 0 | 495 | 0 | 0 | 829 |
| | | Growth Factor | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | 1.09 | - |
| | | In Process | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | Net New Trips | 66 | 38 | 84 | 47 | 22 | 50 | 307 |
| | | Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | **Future Total** | **430** | **38** | **84** | **587** | **22** | **50** | **1211** |

| ID | Intersection Name | Volume Type | Northbound | Eastbound | | Westbound | Total Volume |
|---|---|---|---|---|---|---|---|
| | | | Right | Thru | Right | Thru | |
| 7 | Friendship Rd & Access a | Final Base | 0 | 1217 | 0 | 684 | 1901 |
| | | Growth Factor | 1.09 | 1.09 | 1.09 | 1.09 | - |
| | | In Process | 0 | 0 | 0 | 0 | 0 |
| | | Net New Trips | 6 | 11 | 35 | 26 | 78 |
| | | Other | 0 | 0 | 0 | 0 | 0 |
| | | **Future Total** | **6** | **1338** | **35** | **772** | **2151** |

# Trip Generation

| Project Information | |
|---|---|
| **Project Name:** | Hall Co Ridgeview |
| **No:** | |
| **Date:** | 02/14/2024 |
| **City:** | Hall County |
| **State/Province:** | GA |
| **Zip/Postal Code:** | |
| **Country:** | |
| **Client Name:** | Agency |
| **Analyst's Name:** | SPI |
| **Edition:** | Trip Generation Manual, 11th Ed |

| Land Use | Size | daily | | am | | pm | |
|---|---|---|---|---|---|---|---|
| | | Entry | Exit | Entry | Exit | Entry | Exit |
| **210 - Single-Family Detached Housing (General Urban/Suburban)** | 74 Dwelling Units | 383 | 382 | 14 | 43 | 47 | 28 |
| Reduction | | 0 | 0 | 0 | 0 | 0 | 0 |
| Internal | | 0 | 0 | 0 | 0 | 0 | 0 |
| Pass-by | | 0 | 0 | 0 | 0 | 0 | 0 |
| Non-pass-by | | 383 | 382 | 14 | 43 | 47 | 28 |
| **220 - Multifamily Housing (Low-Rise) - Not Close to Rail Transit (General Urban/Suburban)** | 481 Dwelling Units | 1621 | 1621 | 41 | 131 | 154 | 91 |
| Reduction | | 0 | 0 | 0 | 0 | 0 | 0 |
| Internal | | 0 | 0 | 0 | 0 | 0 | 0 |
| Pass-by | | 0 | 0 | 0 | 0 | 0 | 0 |
| Non-pass-by | | 1621 | 1621 | 41 | 131 | 154 | 91 |
| **310 - Hotel (General Urban/Suburban)** | 110 Rooms | 440 | 439 | 27 | 21 | 28 | 26 |
| Reduction | | 0 | 0 | 0 | 0 | 0 | 0 |
| Internal | | 0 | 0 | 0 | 0 | 0 | 0 |
| Pass-by | | 0 | 0 | 0 | 0 | 0 | 0 |
| Non-pass-by | | 440 | 439 | 27 | 21 | 28 | 26 |
| **822 - Strip Retail Plaza (<40k) (General Urban/Suburban)** | 16 1000 Sq. Ft. GLA | 436 | 435 | 23 | 15 | 55 | 54 |
| Reduction | | 0 | 0 | 0 | 0 | 0 | 0 |
| Internal | | 0 | 0 | 0 | 0 | 0 | 0 |
| Pass-by | | 0 | 0 | 0 | 0 | 0 | 0 |
| Non-pass-by | | 436 | 435 | 23 | 15 | 55 | 54 |
| **Total** | | 2880 | 2877 | 105 | 210 | 284 | 199 |
| **Total Reduction** | | 0 | 0 | 0 | 0 | 0 | 0 |
| **Total Internal** | | 0 | 0 | 0 | 0 | 0 | 0 |
| **Total Pass-by** | | 0 | 0 | 0 | 0 | 0 | 0 |
| **Total Non-pass-by** | | 2880 | 2877 | 105 | 210 | 284 | 199 |

| | |
|---|---|
| **Project Name:** | Ridgeview |
| **Analysis Period:** | **AM Street Peak Hour** |

**Table 7-A: Conversion of Vehicle-Trip Ends to Person-Trip Ends**

| Land Use | Table 7-A (D): Entering Trips | | | Table 7-A (O): Exiting Trips | | |
|---|---|---|---|---|---|---|
| | Veh. Occ. | Vehicle-Trips | Person-Trips* | Veh. Occ. | Vehicle-Trips | Person-Trips* |
| Office | 1.00 | 0 | 0 | 1.00 | 0 | 0 |
| Retail | 1.00 | 23 | 23 | 1.00 | 15 | 15 |
| Restaurant | 1.00 | 0 | 0 | 1.00 | 0 | 0 |
| Cinema/Entertainment | 1.00 | 0 | 0 | 1.00 | 0 | 0 |
| Residential | 1.00 | 55 | 55 | 1.00 | 174 | 174 |
| Hotel | 1.00 | 27 | 27 | 1.00 | 21 | 21 |

**Table 8-A (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)**

| Origin (From) | Destination (To) | | | | | |
|---|---|---|---|---|---|---|
| | Office | Retail | Restaurant | Cinema/Entertainment | Residential | Hotel |
| Office | | 0 | 0 | 0 | 0 | 0 |
| Retail | 4 | | 2 | 0 | 2 | 0 |
| Restaurant | 0 | 0 | | 0 | 0 | 0 |
| Cinema/Entertainment | 0 | 0 | 0 | | 0 | 0 |
| Residential | 3 | 2 | 35 | 0 | | 0 |
| Hotel | 16 | 3 | 2 | 0 | 0 | |

**Table 8-A (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)**

| Origin (From) | Destination (To) | | | | | |
|---|---|---|---|---|---|---|
| | Office | Retail | Restaurant | Cinema/Entertainment | Residential | Hotel |
| Office | | 7 | 0 | 0 | 0 | 0 |
| Retail | 0 | | 0 | 0 | 1 | 0 |
| Restaurant | 0 | 2 | | 0 | 3 | 1 |
| Cinema/Entertainment | 0 | 0 | 0 | | 0 | 0 |
| Residential | 0 | 4 | 0 | 0 | | 0 |
| Hotel | 0 | 1 | 0 | 0 | 0 | |

**Table 9-A (D): Internal and External Trips Summary (Entering Trips)**

| Destination Land Use | Person-Trip Estimates | | | External Trips by Mode* | | |
|---|---|---|---|---|---|---|
| | Internal | External | Total | Vehicles[1] | Transit[2] | Non-Motorized[2] |
| Office | 0 | 0 | 0 | 0 | 0 | 0 |
| Retail | 3 | 20 | 23 | 20 | 0 | 0 |
| Restaurant | 0 | 0 | 0 | 0 | 0 | 0 |
| Cinema/Entertainment | 0 | 0 | 0 | 0 | 0 | 0 |
| Residential | 1 | 54 | 55 | 54 | 0 | 0 |
| Hotel | 0 | 27 | 27 | 27 | 0 | 0 |
| All Other Land Uses[3] | 0 | 0 | 0 | 0 | 0 | 0 |

**Table 9-A (O): Internal and External Trips Summary (Exiting Trips)**

| Origin Land Use | Person-Trip Estimates | | | External Trips by Mode* | | |
|---|---|---|---|---|---|---|
| | Internal | External | Total | Vehicles[1] | Transit[2] | Non-Motorized[2] |
| Office | 0 | 0 | 0 | 0 | 0 | 0 |
| Retail | 1 | 14 | 15 | 14 | 0 | 0 |
| Restaurant | 0 | 0 | 0 | 0 | 0 | 0 |
| Cinema/Entertainment | 0 | 0 | 0 | 0 | 0 | 0 |
| Residential | 2 | 172 | 174 | 172 | 0 | 0 |
| Hotel | 1 | 20 | 21 | 20 | 0 | 0 |
| All Other Land Uses[3] | 0 | 0 | 0 | 0 | 0 | 0 |

[1]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

[2]Person-Trips

[3]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

*Indicates computation that has been rounded to the nearest whole number.

| | |
|---|---|
| **Project Name:** | Ridgeview |
| **Analysis Period:** | **PM Street Peak Hour** |

**Table 7-P: Conversion of Vehicle-Trip Ends to Person-Trip Ends**

| Land Use | Table 7-P (D): Entering Trips | | | Table 7-P (O): Exiting Trips | | |
|---|---|---|---|---|---|---|
| | Veh. Occ. | Vehicle-Trips | Person-Trips* | Veh. Occ. | Vehicle-Trips | Person-Trips* |
| Office | 1.00 | 0 | 0 | 1.00 | 0 | 0 |
| Retail | 1.00 | 55 | 55 | 1.00 | 54 | 54 |
| Restaurant | 1.00 | 0 | 0 | 1.00 | 0 | 0 |
| Cinema/Entertainment | 1.00 | 0 | 0 | 1.00 | 0 | 0 |
| Residential | 1.00 | 201 | 201 | 1.00 | 119 | 119 |
| Hotel | 1.00 | 28 | 28 | 1.00 | 26 | 26 |

**Table 8-P (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)**

| Origin (From) | Destination (To) | | | | | |
|---|---|---|---|---|---|---|
| | Office | Retail | Restaurant | Cinema/Entertainment | Residential | Hotel |
| Office | | 0 | 0 | 0 | 0 | 0 |
| Retail | 1 | | 16 | 2 | 14 | 3 |
| Restaurant | 0 | 0 | | 0 | 0 | 0 |
| Cinema/Entertainment | 0 | 0 | 0 | | 0 | 0 |
| Residential | 5 | 50 | 25 | 0 | | 4 |
| Hotel | 0 | 4 | 18 | 0 | 1 | |

**Table 8-P (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)**

| Origin (From) | Destination (To) | | | | | |
|---|---|---|---|---|---|---|
| | Office | Retail | Restaurant | Cinema/Entertainment | Residential | Hotel |
| Office | | 4 | 0 | 0 | 8 | 0 |
| Retail | 0 | | 0 | 0 | 92 | 5 |
| Restaurant | 0 | 28 | | 0 | 32 | 20 |
| Cinema/Entertainment | 0 | 2 | 0 | | 8 | 0 |
| Residential | 0 | 6 | 0 | 0 | | 3 |
| Hotel | 0 | 1 | 0 | 0 | 0 | |

**Table 9-P (D): Internal and External Trips Summary (Entering Trips)**

| Destination Land Use | Person-Trip Estimates | | | External Trips by Mode* | | |
|---|---|---|---|---|---|---|
| | Internal | External | Total | Vehicles[1] | Transit[2] | Non-Motorized[2] |
| Office | 0 | 0 | 0 | 0 | 0 | 0 |
| Retail | 7 | 48 | 55 | 48 | 0 | 0 |
| Restaurant | 0 | 0 | 0 | 0 | 0 | 0 |
| Cinema/Entertainment | 0 | 0 | 0 | 0 | 0 | 0 |
| Residential | 14 | 187 | 201 | 187 | 0 | 0 |
| Hotel | 6 | 22 | 28 | 22 | 0 | 0 |
| All Other Land Uses[3] | 0 | 0 | 0 | 0 | 0 | 0 |

**Table 9-P (O): Internal and External Trips Summary (Exiting Trips)**

| Origin Land Use | Person-Trip Estimates | | | External Trips by Mode* | | |
|---|---|---|---|---|---|---|
| | Internal | External | Total | Vehicles[1] | Transit[2] | Non-Motorized[2] |
| Office | 0 | 0 | 0 | 0 | 0 | 0 |
| Retail | 17 | 37 | 54 | 37 | 0 | 0 |
| Restaurant | 0 | 0 | 0 | 0 | 0 | 0 |
| Cinema/Entertainment | 0 | 0 | 0 | 0 | 0 | 0 |
| Residential | 9 | 110 | 119 | 110 | 0 | 0 |
| Hotel | 1 | 25 | 26 | 25 | 0 | 0 |
| All Other Land Uses[3] | 0 | 0 | 0 | 0 | 0 | 0 |

[1]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

[2]Person-Trips

[3]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

*Indicates computation that has been rounded to the nearest whole number.

# Signal Timing

GDOT

# MaxTime Timing Sheet

Hall 18

***Administration***

Cross Black_White.jpg

Unit Information

| | |
|---|---|
| Controller ID | 0 |
| Main St. | SR 347 |
| Side St. | Hog Mtn.Rd. |

| Adapter | IP Address | Subnet Mask | Default Gateway | ARP | DHCP |
|---|---|---|---|---|---|
| 1 | 10.251.144.246 | 255.255.255.240 | 10.251.144.241 | Disable | |
| 2 | 10.20.70.51 | 255.255.255.0 | 0.0.0.0 | Disable | |

**Serial Ports:**

| Port | Description | Function | Address | Baud | Bits | Stop | Parity | Flow | CTS | RTS |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Port 2/C21S | None | 1 | 9600 | 8 | 1 | None | None | 0 | 0 |
| 2 | Aux_P3/C22S | None | 1 | 9600 | 8 | 1 | None | None | 0 | 0 |
| 3 | SDLC Port 1 | None | 1 | 9600 | 8 | 1 | None | None | 0 | 0 |
| 4 | Com A/C50S | None | 1 | 9600 | 8 | 1 | None | None | 0 | 0 |
| 5 | FIO | None | 1 | 9600 | 8 | 1 | None | None | 0 | 0 |
| 6 | DISPLAY/C60M | None | 1 | 9600 | 8 | 1 | None | None | 0 | 0 |
| 7 | SP7 | None | 1 | 9600 | 8 | 1 | None | None | 0 | 0 |
| 8 | SP8/Com B | None | 1 | 9600 | 8 | 1 | None | None | 0 | 0 |

**Unit Parameters**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Startup Flash | 0 | Auto Ped Clr | Disable | Red Revert | 5.0 | Backup Time | 900 | Ext Mode | Enable |
| All Red Exit | 6 | Grn Flash Freq. | 60 | Yel Flash Freq. | 60 | MCE Enable | Enable | Free Seq. | 1 |
| MCE Seq. | 1 | Start Yellow | 0.0 | Start Red | 0.0 | Start Clear Hold | 6 | | |

**Phase Parameters**

| Phases | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Walk Time | 0 | 4 | 0 | 4 | 0 | 4 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Clear Time | 0 | 23 | 0 | 37 | 0 | 23 | 0 | 38 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Don't Walk | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Min Green | 5 | 16 | 0 | 8 | 0 | 16 | 0 | 8 | 0 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Min Green 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Passage | 3.0 | 5.0 | 0.0 | 3.0 | 0.0 | 5.0 | 0.0 | 3.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Max-1 | 20 | 75 | 0 | 35 | 0 | 75 | 0 | 35 | 0 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Max-2 | 0 | 75 | 0 | 50 | 0 | 75 | 0 | 50 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Max-3 | 15 | 45 | 0 | 25 | 0 | 45 | 0 | 25 | 0 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Yel Change | 3.0 | 4.0 | 3.0 | 4.0 | 3.0 | 4.0 | 3.0 | 4.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| Red Clear | 2.0 | 2.0 | 0.0 | 2.0 | 0.0 | 2.0 | 0.0 | 2.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Add Red Clear | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Red Revert | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Added Initial | 0.0 | 2.3 | 0.0 | 0.0 | 0.0 | 2.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Max Initial | 0.0 | 2.3 | 0.0 | 0.0 | 0.0 | 2.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Time B4 Reduce | 0 | 20 | 0 | 0 | 0 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Cars B4 Reduce | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Time To Reduce | 0 | 20 | 0 | 0 | 0 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Reduce By | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Min Gap | 0.0 | 3.0 | 0.0 | 0.0 | 0.0 | 3.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Dyn Max Limit | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dyn Max Step | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Advance Walk | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Delay Ped | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Alt Walk | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Alt Ped Clr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Pre Green | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Pre Clearance | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

# Capacity Analysis

# Existing Conditions

Existing AM
Hall County Ridgeview

existing AM
02/28/2024

| Lane Group | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (vph) | 308 | 479 | 114 | 24 | 933 | 83 | 264 | 91 | 16 | 88 | 53 | 397 |
| Future Volume (vph) | 308 | 479 | 114 | 24 | 933 | 83 | 264 | 91 | 16 | 88 | 53 | 397 |
| Ideal Flow (vphpl) | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft) | 300 | | 300 | 0 | | 0 | 0 | | 0 | 200 | | 200 |
| Storage Lanes | 1 | | 1 | 1 | | 1 | 1 | | 1 | 1 | | 1 |
| Taper Length (ft) | 100 | | | 100 | | | 100 | | | 100 | | |
| Satd. Flow (prot) | 1641 | 4550 | 1495 | 1805 | 4893 | 1583 | 1752 | 1827 | 1615 | 1719 | 1792 | 1583 |
| Flt Permitted | 0.141 | | | 0.449 | | | 0.531 | | | 0.693 | | |
| Satd. Flow (perm) | 244 | 4550 | 1495 | 853 | 4893 | 1583 | 980 | 1827 | 1615 | 1254 | 1792 | 1583 |
| Right Turn on Red | | | Yes | | | Yes | | | Yes | | | Yes |
| Satd. Flow (RTOR) | | | 158 | | | 218 | | | 218 | | | 354 |
| Link Speed (mph) | | 45 | | | 45 | | | 45 | | | 45 | |
| Link Distance (ft) | | 810 | | | 362 | | | 421 | | | 289 | |
| Travel Time (s) | | 12.3 | | | 5.5 | | | 6.4 | | | 4.4 | |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Heavy Vehicles (%) | 10% | 14% | 8% | 0% | 6% | 2% | 3% | 4% | 0% | 5% | 6% | 2% |
| Shared Lane Traffic (%) | | | | | | | | | | | | |
| Lane Group Flow (vph) | 335 | 521 | 124 | 26 | 1014 | 90 | 287 | 99 | 17 | 96 | 58 | 432 |
| Number of Detectors | 1 | 2 | 1 | 1 | 2 | 1 | 1 | 2 | 1 | 1 | 2 | 1 |
| Detector Template | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right |
| Leading Detector (ft) | 20 | 100 | 20 | 20 | 100 | 20 | 20 | 100 | 20 | 20 | 100 | 20 |
| Trailing Detector (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Detector 1 Position(ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Detector 1 Size(ft) | 20 | 6 | 20 | 20 | 6 | 20 | 20 | 6 | 20 | 20 | 6 | 20 |
| Detector 1 Type | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex |
| Detector 1 Channel | | | | | | | | | | | | |
| Detector 1 Extend (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Detector 1 Queue (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Detector 1 Delay (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Detector 2 Position(ft) | | 94 | | | 94 | | | 94 | | | 94 | |
| Detector 2 Size(ft) | | 6 | | | 6 | | | 6 | | | 6 | |
| Detector 2 Type | | Cl+Ex | | | Cl+Ex | | | Cl+Ex | | | Cl+Ex | |
| Detector 2 Channel | | | | | | | | | | | | |
| Detector 2 Extend (s) | | 0.0 | | | 0.0 | | | 0.0 | | | 0.0 | |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | Perm | pm+pt | NA | Perm | pm+pt | NA | Perm |
| Protected Phases | 5 | 2 | | 1 | 6 | | 3 | 8 | | 7 | 4 | |
| Permitted Phases | 2 | | 2 | 6 | | 6 | 8 | | 8 | 4 | | 4 |
| Detector Phase | 5 | 2 | 2 | 1 | 6 | 6 | 3 | 8 | 8 | 7 | 4 | 4 |
| Switch Phase | | | | | | | | | | | | |
| Minimum Initial (s) | 5.0 | 16.0 | 16.0 | 5.0 | 16.0 | 16.0 | 5.0 | 8.0 | 8.0 | 5.0 | 8.0 | 8.0 |
| Minimum Split (s) | 10.0 | 22.0 | 22.0 | 10.0 | 22.0 | 22.0 | 10.0 | 14.0 | 14.0 | 10.0 | 14.0 | 14.0 |
| Total Split (s) | 23.0 | 44.0 | 44.0 | 10.0 | 31.0 | 31.0 | 14.0 | 25.0 | 25.0 | 11.0 | 22.0 | 22.0 |
| Total Split (%) | 25.6% | 48.9% | 48.9% | 11.1% | 34.4% | 34.4% | 15.6% | 27.8% | 27.8% | 12.2% | 24.4% | 24.4% |
| Yellow Time (s) | 3.5 | 4.0 | 4.0 | 3.0 | 4.0 | 4.0 | 3.5 | 4.0 | 4.0 | 3.5 | 4.0 | 4.0 |
| All-Red Time (s) | 1.5 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.5 | 2.0 | 2.0 | 1.5 | 2.0 | 2.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 5.0 | 6.0 | 6.0 | 5.0 | 6.0 | 6.0 | 5.0 | 6.0 | 6.0 | 5.0 | 6.0 | 6.0 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lag | Lead | Lag | Lag | Lead | Lag | Lag |

Existing AM
Hall County Ridgeview

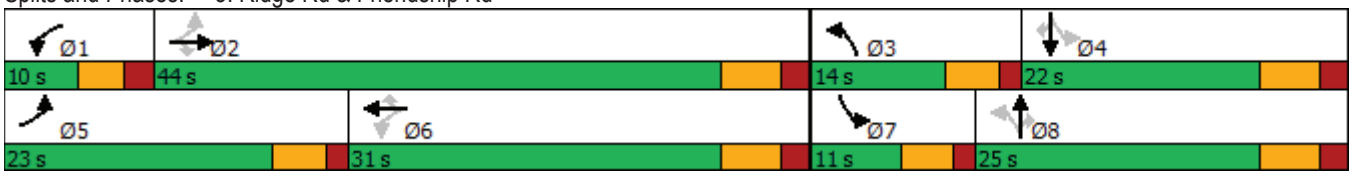
existing AM
02/28/2024

| Lane Group | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | None | Min | Min | None | Min | Min |
| Act Effct Green (s) | 45.9 | 41.2 | 41.2 | 28.7 | 22.7 | 22.7 | 25.2 | 17.2 | 17.2 | 18.6 | 11.6 | 11.6 |
| Actuated g/C Ratio | 0.56 | 0.50 | 0.50 | 0.35 | 0.27 | 0.27 | 0.30 | 0.21 | 0.21 | 0.22 | 0.14 | 0.14 |
| v/c Ratio | 0.79 | 0.23 | 0.15 | 0.07 | 0.76 | 0.15 | 0.75 | 0.26 | 0.03 | 0.30 | 0.23 | 0.82 |
| Control Delay | 32.9 | 13.4 | 1.9 | 11.5 | 32.1 | 0.5 | 38.3 | 32.2 | 0.1 | 24.3 | 34.6 | 21.8 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 32.9 | 13.4 | 1.9 | 11.5 | 32.1 | 0.5 | 38.3 | 32.2 | 0.1 | 24.3 | 34.6 | 21.8 |
| LOS | C | B | A | B | C | A | D | C | A | C | C | C |
| Approach Delay | | 18.6 | | | 29.1 | | | 35.2 | | | 23.5 | |
| Approach LOS | | B | | | C | | | D | | | C | |
| Queue Length 50th (ft) | 112 | 46 | 0 | 6 | 175 | 0 | 126 | 47 | 0 | 38 | 28 | 39 |
| Queue Length 95th (ft) | #268 | 94 | 19 | 18 | 241 | 0 | #219 | 92 | 0 | 73 | 62 | #158 |
| Internal Link Dist (ft) | | 730 | | | 282 | | | 341 | | | 209 | |
| Turn Bay Length (ft) | 300 | | 300 | | | | | | | 200 | | 200 |
| Base Capacity (vph) | 442 | 2294 | 831 | 354 | 1493 | 634 | 382 | 439 | 553 | 316 | 349 | 594 |
| Starvation Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Storage Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Reduced v/c Ratio | 0.76 | 0.23 | 0.15 | 0.07 | 0.68 | 0.14 | 0.75 | 0.23 | 0.03 | 0.30 | 0.17 | 0.73 |

Intersection Summary

Area Type: Other
Cycle Length: 90
Actuated Cycle Length: 82.7
Natural Cycle: 65
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.82
Intersection Signal Delay: 25.5 Intersection LOS: C
Intersection Capacity Utilization 71.4% ICU Level of Service C
Analysis Period (min) 15
# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 3: Ridge Rd & Friendship Rd



Existing PM
Hall County Ridgeview

existing pm
02/28/2024

| Lane Group | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (vph) | 407 | 1082 | 334 | 24 | 564 | 96 | 197 | 114 | 23 | 111 | 138 | 218 |
| Future Volume (vph) | 407 | 1082 | 334 | 24 | 564 | 96 | 197 | 114 | 23 | 111 | 138 | 218 |
| Ideal Flow (vphpl) | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft) | 300 | | 300 | 0 | | 0 | 0 | | 0 | 200 | | 200 |
| Storage Lanes | 1 | | 1 | 1 | | 1 | 1 | | 1 | 1 | | 1 |
| Taper Length (ft) | 100 | | | 100 | | | 100 | | | 100 | | |
| Satd. Flow (prot) | 1752 | 5085 | 1599 | 1805 | 4893 | 1583 | 1770 | 1863 | 1538 | 1770 | 1881 | 1568 |
| Flt Permitted | 0.286 | | | 0.237 | | | 0.454 | | | 0.680 | | |
| Satd. Flow (perm) | 528 | 5085 | 1599 | 450 | 4893 | 1583 | 846 | 1863 | 1538 | 1267 | 1881 | 1568 |
| Right Turn on Red | | | Yes | | | Yes | | | Yes | | | Yes |
| Satd. Flow (RTOR) | | | 352 | | | 218 | | | 218 | | | 229 |
| Link Speed (mph) | | 45 | | | 45 | | | 45 | | | 45 | |
| Link Distance (ft) | | 810 | | | 362 | | | 421 | | | 289 | |
| Travel Time (s) | | 12.3 | | | 5.5 | | | 6.4 | | | 4.4 | |
| Peak Hour Factor | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 |
| Heavy Vehicles (%) | 3% | 2% | 1% | 0% | 6% | 2% | 2% | 2% | 5% | 2% | 1% | 3% |
| Shared Lane Traffic (%) | | | | | | | | | | | | |
| Lane Group Flow (vph) | 428 | 1139 | 352 | 25 | 594 | 101 | 207 | 120 | 24 | 117 | 145 | 229 |
| Number of Detectors | 1 | 2 | 1 | 1 | 2 | 1 | 1 | 2 | 1 | 1 | 2 | 1 |
| Detector Template | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right |
| Leading Detector (ft) | 20 | 100 | 20 | 20 | 100 | 20 | 20 | 100 | 20 | 20 | 100 | 20 |
| Trailing Detector (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Detector 1 Position(ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Detector 1 Size(ft) | 20 | 6 | 20 | 20 | 6 | 20 | 20 | 6 | 20 | 20 | 6 | 20 |
| Detector 1 Type | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex |
| Detector 1 Channel | | | | | | | | | | | | |
| Detector 1 Extend (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Detector 1 Queue (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Detector 1 Delay (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Detector 2 Position(ft) | | 94 | | | 94 | | | 94 | | | 94 | |
| Detector 2 Size(ft) | | 6 | | | 6 | | | 6 | | | 6 | |
| Detector 2 Type | | Cl+Ex | | | Cl+Ex | | | Cl+Ex | | | Cl+Ex | |
| Detector 2 Channel | | | | | | | | | | | | |
| Detector 2 Extend (s) | | 0.0 | | | 0.0 | | | 0.0 | | | 0.0 | |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | Perm | pm+pt | NA | Perm | pm+pt | NA | Perm |
| Protected Phases | 5 | 2 | | 1 | 6 | | 3 | 8 | | 7 | 4 | |
| Permitted Phases | 2 | | 2 | 6 | | 6 | 8 | | 8 | 4 | | 4 |
| Detector Phase | 5 | 2 | 2 | 1 | 6 | 6 | 3 | 8 | 8 | 7 | 4 | 4 |
| Switch Phase | | | | | | | | | | | | |
| Minimum Initial (s) | 5.0 | 16.0 | 16.0 | 5.0 | 16.0 | 16.0 | 5.0 | 8.0 | 8.0 | 5.0 | 8.0 | 8.0 |
| Minimum Split (s) | 10.0 | 22.0 | 22.0 | 10.0 | 22.0 | 22.0 | 10.0 | 14.0 | 14.0 | 10.0 | 14.0 | 14.0 |
| Total Split (s) | 31.0 | 45.0 | 45.0 | 10.0 | 24.0 | 24.0 | 16.0 | 24.0 | 24.0 | 11.0 | 19.0 | 19.0 |
| Total Split (%) | 34.4% | 50.0% | 50.0% | 11.1% | 26.7% | 26.7% | 17.8% | 26.7% | 26.7% | 12.2% | 21.1% | 21.1% |
| Yellow Time (s) | 3.5 | 4.0 | 4.0 | 3.0 | 4.0 | 4.0 | 3.5 | 4.0 | 4.0 | 3.5 | 4.0 | 4.0 |
| All-Red Time (s) | 1.5 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.5 | 2.0 | 2.0 | 1.5 | 2.0 | 2.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 5.0 | 6.0 | 6.0 | 5.0 | 6.0 | 6.0 | 5.0 | 6.0 | 6.0 | 5.0 | 6.0 | 6.0 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lag | Lead | Lag | Lag | Lead | Lag | Lag |

Existing PM
Hall County Ridgeview

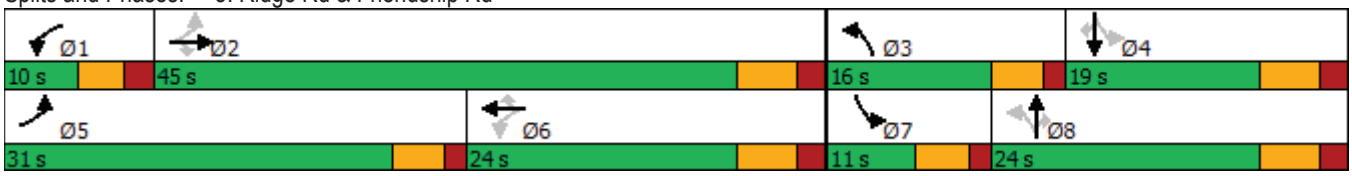
existing pm
02/28/2024

| Lane Group | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | None | Min | Min | None | Min | Min |
| Act Effct Green (s) | 43.6 | 38.9 | 38.9 | 23.0 | 16.9 | 16.9 | 26.9 | 17.5 | 17.5 | 17.9 | 10.9 | 10.9 |
| Actuated g/C Ratio | 0.54 | 0.48 | 0.48 | 0.29 | 0.21 | 0.21 | 0.33 | 0.22 | 0.22 | 0.22 | 0.14 | 0.14 |
| v/c Ratio | 0.72 | 0.46 | 0.37 | 0.12 | 0.58 | 0.20 | 0.52 | 0.30 | 0.05 | 0.37 | 0.57 | 0.56 |
| Control Delay | 19.8 | 15.8 | 3.1 | 14.1 | 32.4 | 0.9 | 26.3 | 31.5 | 0.2 | 25.0 | 43.8 | 10.9 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 19.8 | 15.8 | 3.1 | 14.1 | 32.4 | 0.9 | 26.3 | 31.5 | 0.2 | 25.0 | 43.8 | 10.9 |
| LOS | B | B | A | B | C | A | C | C | A | C | D | B |
| Approach Delay | | 14.4 | | | 27.3 | | | 26.3 | | | 24.0 | |
| Approach LOS | | B | | | C | | | C | | | C | |
| Queue Length 50th (ft) | 127 | 124 | 0 | 6 | 105 | 0 | 79 | 54 | 0 | 42 | 72 | 0 |
| Queue Length 95th (ft) | 217 | 208 | 48 | 17 | 152 | 0 | 147 | 109 | 0 | 88 | 138 | 63 |
| Internal Link Dist (ft) | | 730 | | | 282 | | | 341 | | | 209 | |
| Turn Bay Length (ft) | 300 | | 300 | | | | | | | 200 | | 200 |
| Base Capacity (vph) | 683 | 2553 | 978 | 213 | 1103 | 526 | 410 | 432 | 524 | 319 | 306 | 447 |
| Starvation Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Storage Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Reduced v/c Ratio | 0.63 | 0.45 | 0.36 | 0.12 | 0.54 | 0.19 | 0.50 | 0.28 | 0.05 | 0.37 | 0.47 | 0.51 |

**Intersection Summary**

Area Type: Other
Cycle Length: 90
Actuated Cycle Length: 80.7
Natural Cycle: 60
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.72
Intersection Signal Delay: 19.6 Intersection LOS: B
Intersection Capacity Utilization 72.4% ICU Level of Service C
Analysis Period (min) 15

Splits and Phases: 3: Ridge Rd & Friendship Rd



# Full Build Conditions

Hall County Ridgeview
3: Ridge Rd & Friendship Rd

Full Build AM
08/13/2024

| Lane Group | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (vph) | 336 | 537 | 140 | 19 | 1017 | 9 | 350 | 141 | 34 | 106 | 68 | 433 |
| Future Volume (vph) | 336 | 537 | 140 | 19 | 1017 | 9 | 350 | 141 | 34 | 106 | 68 | 433 |
| Ideal Flow (vphpl) | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft) | 300 | | 300 | 0 | | 0 | 0 | | 0 | 200 | | 200 |
| Storage Lanes | 1 | | 1 | 1 | | 1 | 1 | | 1 | 1 | | 1 |
| Taper Length (ft) | 100 | | | 100 | | | 100 | | | 100 | | |
| Satd. Flow (prot) | 1641 | 4550 | 1495 | 1805 | 4893 | 1583 | 1752 | 1827 | 1615 | 1719 | 1792 | 1583 |
| Flt Permitted | 0.152 | | | 0.421 | | | 0.491 | | | 0.660 | | |
| Satd. Flow (perm) | 263 | 4550 | 1495 | 800 | 4893 | 1583 | 906 | 1827 | 1615 | 1194 | 1792 | 1583 |
| Right Turn on Red | | | Yes | | | Yes | | | Yes | | | Yes |
| Satd. Flow (RTOR) | | | 218 | | | 279 | | | 218 | | | 471 |
| Link Speed (mph) | | 45 | | | 45 | | | 45 | | | 45 | |
| Link Distance (ft) | | 810 | | | 362 | | | 421 | | | 289 | |
| Travel Time (s) | | 12.3 | | | 5.5 | | | 6.4 | | | 4.4 | |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Heavy Vehicles (%) | 10% | 14% | 8% | 0% | 6% | 2% | 3% | 4% | 0% | 5% | 6% | 2% |
| Shared Lane Traffic (%) | | | | | | | | | | | | |
| Lane Group Flow (vph) | 365 | 584 | 152 | 21 | 1105 | 10 | 380 | 153 | 37 | 115 | 74 | 471 |
| Number of Detectors | 1 | 2 | 1 | 1 | 2 | 1 | 1 | 2 | 1 | 1 | 2 | 1 |
| Detector Template | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right |
| Leading Detector (ft) | 20 | 100 | 20 | 20 | 100 | 20 | 20 | 100 | 20 | 20 | 100 | 20 |
| Trailing Detector (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Detector 1 Position(ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Detector 1 Size(ft) | 20 | 6 | 20 | 20 | 6 | 20 | 20 | 6 | 20 | 20 | 6 | 20 |
| Detector 1 Type | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex |
| Detector 1 Channel | | | | | | | | | | | | |
| Detector 1 Extend (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Detector 1 Queue (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Detector 1 Delay (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Detector 2 Position(ft) | | 94 | | | 94 | | | 94 | | | 94 | |
| Detector 2 Size(ft) | | 6 | | | 6 | | | 6 | | | 6 | |
| Detector 2 Type | | Cl+Ex | | | Cl+Ex | | | Cl+Ex | | | Cl+Ex | |
| Detector 2 Channel | | | | | | | | | | | | |
| Detector 2 Extend (s) | | 0.0 | | | 0.0 | | | 0.0 | | | 0.0 | |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | Perm | pm+pt | NA | Perm | pm+pt | NA | Perm |
| Protected Phases | 5 | 2 | | 1 | 6 | | 3 | 8 | | 7 | 4 | |
| Permitted Phases | 2 | | 2 | 6 | | 6 | 8 | | 8 | 4 | | 4 |
| Detector Phase | 5 | 2 | 2 | 1 | 6 | 6 | 3 | 8 | 8 | 7 | 4 | 4 |
| Switch Phase | | | | | | | | | | | | |
| Minimum Initial (s) | 5.0 | 16.0 | 16.0 | 5.0 | 16.0 | 16.0 | 5.0 | 8.0 | 8.0 | 5.0 | 8.0 | 8.0 |
| Minimum Split (s) | 10.0 | 22.0 | 22.0 | 10.0 | 22.0 | 22.0 | 10.0 | 14.0 | 14.0 | 10.0 | 14.0 | 14.0 |
| Total Split (s) | 28.0 | 42.0 | 42.0 | 10.0 | 24.0 | 24.0 | 17.0 | 27.0 | 27.0 | 11.0 | 21.0 | 21.0 |
| Total Split (%) | 31.1% | 46.7% | 46.7% | 11.1% | 26.7% | 26.7% | 18.9% | 30.0% | 30.0% | 12.2% | 23.3% | 23.3% |
| Yellow Time (s) | 3.5 | 4.0 | 4.0 | 3.0 | 4.0 | 4.0 | 3.5 | 4.0 | 4.0 | 3.5 | 4.0 | 4.0 |
| All-Red Time (s) | 1.5 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.5 | 2.0 | 2.0 | 1.5 | 2.0 | 2.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 5.0 | 6.0 | 6.0 | 5.0 | 6.0 | 6.0 | 5.0 | 6.0 | 6.0 | 5.0 | 6.0 | 6.0 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lag | Lead | Lag | Lag | Lead | Lag | Lag |

Hall County Ridgeview
3: Ridge Rd & Friendship Rd

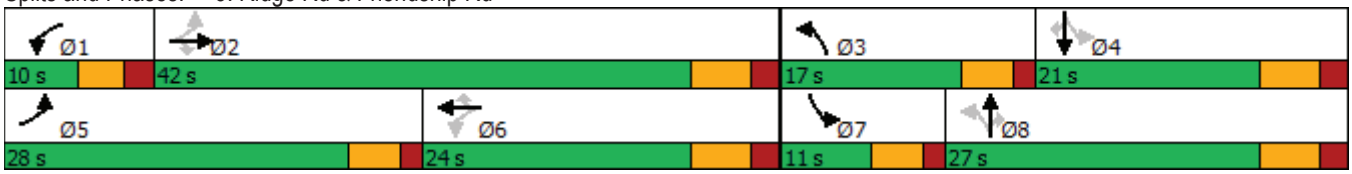
Full Build AM
08/13/2024

| Lane Group | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | None | Min | Min | None | Min | Min |
| Act Effct Green (s) | 44.4 | 39.6 | 39.6 | 24.1 | 18.1 | 18.1 | 28.3 | 18.7 | 18.7 | 17.2 | 10.2 | 10.2 |
| Actuated g/C Ratio | 0.54 | 0.48 | 0.48 | 0.29 | 0.22 | 0.22 | 0.34 | 0.23 | 0.23 | 0.21 | 0.12 | 0.12 |
| v/c Ratio | 0.76 | 0.27 | 0.18 | 0.07 | 1.03 | 0.02 | 0.88 | 0.37 | 0.07 | 0.40 | 0.34 | 0.78 |
| Control Delay | 29.3 | 14.5 | 1.2 | 13.3 | 70.3 | 0.1 | 47.7 | 32.2 | 0.3 | 25.7 | 38.2 | 13.2 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 29.3 | 14.5 | 1.2 | 13.3 | 70.3 | 0.1 | 47.7 | 32.2 | 0.3 | 25.7 | 38.2 | 13.2 |
| LOS | C | B | A | B | E | A | D | C | A | C | D | B |
| Approach Delay | | 17.6 | | | 68.7 | | | 40.5 | | | 18.2 | |
| Approach LOS | | B | | | E | | | D | | | B | |
| Queue Length 50th (ft) | 122 | 53 | 0 | 5 | ~234 | 0 | 172 | 73 | 0 | 44 | 37 | 0 |
| Queue Length 95th (ft) | #271 | 109 | 12 | 17 | #357 | 0 | #330 | 129 | 0 | 82 | 77 | 92 |
| Internal Link Dist (ft) | | 730 | | | 282 | | | 341 | | | 209 | |
| Turn Bay Length (ft) | 300 | | 300 | | | | | | | 200 | | 200 |
| Base Capacity (vph) | 526 | 2180 | 829 | 294 | 1070 | 564 | 433 | 486 | 589 | 286 | 326 | 673 |
| Starvation Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Storage Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Reduced v/c Ratio | 0.69 | 0.27 | 0.18 | 0.07 | 1.03 | 0.02 | 0.88 | 0.31 | 0.06 | 0.40 | 0.23 | 0.70 |

Intersection Summary

Area Type: Other
Cycle Length: 90
Actuated Cycle Length: 82.7
Natural Cycle: 90
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 1.03
Intersection Signal Delay: 38.2 Intersection LOS: D
Intersection Capacity Utilization 82.7% ICU Level of Service E
Analysis Period (min) 15
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 3: Ridge Rd & Friendship Rd



Hall County Ridgeview
3: Ridge Rd & Friendship Rd

Full Build PM
08/13/2024

| Lane Group | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (vph) | 444 | 1200 | 420 | 52 | 615 | 105 | 267 | 158 | 36 | 135 | 187 | 238 |
| Future Volume (vph) | 444 | 1200 | 420 | 52 | 615 | 105 | 267 | 158 | 36 | 135 | 187 | 238 |
| Ideal Flow (vphpl) | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 | 1900 |
| Storage Length (ft) | 300 | | 300 | 0 | | 0 | 0 | | 0 | 200 | | 200 |
| Storage Lanes | 1 | | 1 | 1 | | 1 | 1 | | 1 | 1 | | 1 |
| Taper Length (ft) | 100 | | | 100 | | | 100 | | | 100 | | |
| Satd. Flow (prot) | 1752 | 5085 | 1599 | 1805 | 4893 | 1583 | 1770 | 1863 | 1538 | 1770 | 1881 | 1568 |
| Flt Permitted | 0.245 | | | 0.208 | | | 0.315 | | | 0.652 | | |
| Satd. Flow (perm) | 452 | 5085 | 1599 | 395 | 4893 | 1583 | 587 | 1863 | 1538 | 1215 | 1881 | 1568 |
| Right Turn on Red | | | Yes | | | Yes | | | Yes | | | Yes |
| Satd. Flow (RTOR) | | | 442 | | | 279 | | | 218 | | | 279 |
| Link Speed (mph) | | 45 | | | 45 | | | 45 | | | 45 | |
| Link Distance (ft) | | 810 | | | 362 | | | 421 | | | 289 | |
| Travel Time (s) | | 12.3 | | | 5.5 | | | 6.4 | | | 4.4 | |
| Peak Hour Factor | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 | 0.95 |
| Heavy Vehicles (%) | 3% | 2% | 1% | 0% | 6% | 2% | 2% | 2% | 5% | 2% | 1% | 3% |
| Shared Lane Traffic (%) | | | | | | | | | | | | |
| Lane Group Flow (vph) | 467 | 1263 | 442 | 55 | 647 | 111 | 281 | 166 | 38 | 142 | 197 | 251 |
| Number of Detectors | 1 | 2 | 1 | 1 | 2 | 1 | 1 | 2 | 1 | 1 | 2 | 1 |
| Detector Template | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right |
| Leading Detector (ft) | 20 | 100 | 20 | 20 | 100 | 20 | 20 | 100 | 20 | 20 | 100 | 20 |
| Trailing Detector (ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Detector 1 Position(ft) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Detector 1 Size(ft) | 20 | 6 | 20 | 20 | 6 | 20 | 20 | 6 | 20 | 20 | 6 | 20 |
| Detector 1 Type | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex | Cl+Ex |
| Detector 1 Channel | | | | | | | | | | | | |
| Detector 1 Extend (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Detector 1 Queue (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Detector 1 Delay (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Detector 2 Position(ft) | | 94 | | | 94 | | | 94 | | | 94 | |
| Detector 2 Size(ft) | | 6 | | | 6 | | | 6 | | | 6 | |
| Detector 2 Type | | Cl+Ex | | | Cl+Ex | | | Cl+Ex | | | Cl+Ex | |
| Detector 2 Channel | | | | | | | | | | | | |
| Detector 2 Extend (s) | | 0.0 | | | 0.0 | | | 0.0 | | | 0.0 | |
| Turn Type | pm+pt | NA | Perm | pm+pt | NA | Perm | pm+pt | NA | Perm | pm+pt | NA | Perm |
| Protected Phases | 5 | 2 | | 1 | 6 | | 3 | 8 | | 7 | 4 | |
| Permitted Phases | 2 | | 2 | 6 | | 6 | 8 | | 8 | 4 | | 4 |
| Detector Phase | 5 | 2 | 2 | 1 | 6 | 6 | 3 | 8 | 8 | 7 | 4 | 4 |
| Switch Phase | | | | | | | | | | | | |
| Minimum Initial (s) | 5.0 | 16.0 | 16.0 | 5.0 | 16.0 | 16.0 | 5.0 | 8.0 | 8.0 | 5.0 | 8.0 | 8.0 |
| Minimum Split (s) | 10.0 | 22.0 | 22.0 | 10.0 | 22.0 | 22.0 | 10.0 | 14.0 | 14.0 | 10.0 | 14.0 | 14.0 |
| Total Split (s) | 30.0 | 44.0 | 44.0 | 10.0 | 24.0 | 24.0 | 18.0 | 25.0 | 25.0 | 11.0 | 18.0 | 18.0 |
| Total Split (%) | 33.3% | 48.9% | 48.9% | 11.1% | 26.7% | 26.7% | 20.0% | 27.8% | 27.8% | 12.2% | 20.0% | 20.0% |
| Yellow Time (s) | 3.5 | 4.0 | 4.0 | 3.0 | 4.0 | 4.0 | 3.5 | 4.0 | 4.0 | 3.5 | 4.0 | 4.0 |
| All-Red Time (s) | 1.5 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.5 | 2.0 | 2.0 | 1.5 | 2.0 | 2.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 5.0 | 6.0 | 6.0 | 5.0 | 6.0 | 6.0 | 5.0 | 6.0 | 6.0 | 5.0 | 6.0 | 6.0 |
| Lead/Lag | Lead | Lag | Lag | Lead | Lag | Lag | Lead | Lag | Lag | Lead | Lag | Lag |

Hall County Ridgeview
3: Ridge Rd & Friendship Rd

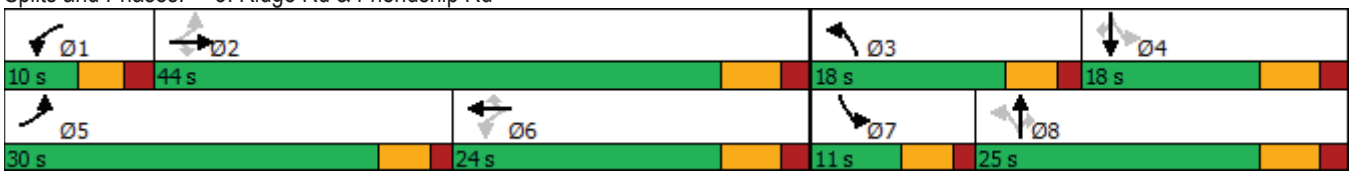
Full Build PM
08/13/2024

| Lane Group | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lead-Lag Optimize? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Recall Mode | None | None | None | None | None | None | None | Min | Min | None | Min | Min |
| Act Effct Green (s) | 45.1 | 38.4 | 38.4 | 23.3 | 17.2 | 17.2 | 29.8 | 17.9 | 17.9 | 18.5 | 11.5 | 11.5 |
| Actuated g/C Ratio | 0.53 | 0.45 | 0.45 | 0.27 | 0.20 | 0.20 | 0.35 | 0.21 | 0.21 | 0.22 | 0.14 | 0.14 |
| v/c Ratio | 0.82 | 0.55 | 0.46 | 0.29 | 0.65 | 0.20 | 0.74 | 0.42 | 0.08 | 0.47 | 0.78 | 0.56 |
| Control Delay | 28.1 | 19.1 | 3.5 | 17.9 | 35.4 | 0.8 | 36.0 | 33.8 | 0.3 | 28.2 | 58.9 | 8.5 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 28.1 | 19.1 | 3.5 | 17.9 | 35.4 | 0.8 | 36.0 | 33.8 | 0.3 | 28.2 | 58.9 | 8.5 |
| LOS | C | B | A | B | D | A | D | C | A | C | E | A |
| Approach Delay | | 17.8 | | | 29.5 | | | 32.5 | | | 30.1 | |
| Approach LOS | | B | | | C | | | C | | | C | |
| Queue Length 50th (ft) | 158 | 196 | 0 | 14 | 120 | 0 | 117 | 79 | 0 | 54 | 106 | 0 |
| Queue Length 95th (ft) | #307 | 242 | 54 | 31 | 165 | 0 | #195 | 143 | 0 | 102 | #219 | 51 |
| Internal Link Dist (ft) | | 730 | | | 282 | | | 341 | | | 209 | |
| Turn Bay Length (ft) | 300 | | 300 | | | | | | | 200 | | 200 |
| Base Capacity (vph) | 623 | 2330 | 972 | 191 | 1039 | 556 | 388 | 418 | 514 | 303 | 266 | 461 |
| Starvation Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Storage Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Reduced v/c Ratio | 0.75 | 0.54 | 0.45 | 0.29 | 0.62 | 0.20 | 0.72 | 0.40 | 0.07 | 0.47 | 0.74 | 0.54 |

Intersection Summary

Area Type: Other
Cycle Length: 90
Actuated Cycle Length: 85.1
Natural Cycle: 70
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.82
Intersection Signal Delay: 23.7 Intersection LOS: C
Intersection Capacity Utilization 80.9% ICU Level of Service D
Analysis Period (min) 15
# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 3: Ridge Rd & Friendship Rd



| Intersection | |
|---|---|
| Int Delay, s/veh | 1.9 |

| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 48 | 43 | 482 | 31 | 13 | 212 |
| Future Vol, veh/h | 48 | 43 | 482 | 31 | 13 | 212 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | 200 | 0 | - |
| Veh in Median Storage, # | 0 | - | 0 | - | - | 0 |
| Grade, % | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 0 | 0 | 4 | 0 | 0 | 6 |
| Mvmt Flow | 52 | 47 | 524 | 34 | 14 | 230 |

| Major/Minor | Minor1 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 782 | 524 | 0 | 0 | 558 | 0 |
| Stage 1 | 524 | - | - | - | - | - |
| Stage 2 | 258 | - | - | - | - | - |
| Critical Hdwy | 6.4 | 6.2 | - | - | 4.1 | - |
| Critical Hdwy Stg 1 | 5.4 | - | - | - | - | - |
| Critical Hdwy Stg 2 | 5.4 | - | - | - | - | - |
| Follow-up Hdwy | 3.5 | 3.3 | - | - | 2.2 | - |
| Pot Cap-1 Maneuver | 366 | 557 | - | - | 1023 | - |
| Stage 1 | 598 | - | - | - | - | - |
| Stage 2 | 790 | - | - | - | - | - |
| Platoon blocked, % | | | - | - | | - |
| Mov Cap-1 Maneuver | 361 | 557 | - | - | 1023 | - |
| Mov Cap-2 Maneuver | 361 | - | - | - | - | - |
| Stage 1 | 598 | - | - | - | - | - |
| Stage 2 | 779 | - | - | - | - | - |

| Approach | WB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s | 15.8 | 0 | 0.5 |
| HCM LOS | C | | |

| Minor Lane/Major Mvmt | NBT | NBR | WBLn1 | SBL | SBT |
|---|---|---|---|---|---|
| Capacity (veh/h) | - | - | 433 | 1023 | - |
| HCM Lane V/C Ratio | - | - | 0.228 | 0.014 | - |
| HCM Control Delay (s) | - | - | 15.8 | 8.6 | - |
| HCM Lane LOS | - | - | C | A | - |
| HCM 95th %tile Q(veh) | - | - | 0.9 | 0 | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 0 |

| Movement | EBT | EBR | WBL | WBT | NBL | NBR |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 655 | 25 | 0 | 1126 | 0 | 3 |
| Future Vol, veh/h | 655 | 25 | 0 | 1126 | 0 | 3 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | 0 | - | - | - | 0 |
| Veh in Median Storage, # | 0 | - | - | 0 | 0 | - |
| Grade, % | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 14 | 0 | 0 | 6 | 0 | 0 |
| Mvmt Flow | 712 | 27 | 0 | 1224 | 0 | 3 |

| Major/Minor | Major1 | | Major2 | | Minor1 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 0 | 0 | - | - | - | 356 |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |
| Critical Hdwy | - | - | - | - | - | 7.1 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - |
| Follow-up Hdwy | - | - | - | - | - | 3.9 |
| Pot Cap-1 Maneuver | - | - | 0 | - | 0 | 551 |
| Stage 1 | - | - | 0 | - | 0 | - |
| Stage 2 | - | - | 0 | - | 0 | - |
| Platoon blocked, % | - | - | | - | | |
| Mov Cap-1 Maneuver | - | - | - | - | - | 551 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |

| Approach | EB | WB | NB |
|---|---|---|---|
| HCM Control Delay, s | 0 | 0 | 11.6 |
| HCM LOS | | | B |

| Minor Lane/Major Mvmt | NBLn1 | EBT | EBR | WBT |
|---|---|---|---|---|
| Capacity (veh/h) | 551 | - | - | - |
| HCM Lane V/C Ratio | 0.006 | - | - | - |
| HCM Control Delay (s) | 11.6 | - | - | - |
| HCM Lane LOS | B | - | - | - |
| HCM 95th %tile Q(veh) | 0 | - | - | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 2.3 |

| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 35 | 78 | 435 | 11 | 23 | 237 |
| Future Vol, veh/h | 35 | 78 | 435 | 11 | 23 | 237 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | - | 200 | - |
| Veh in Median Storage, # | 0 | - | 0 | - | - | 0 |
| Grade, % | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 0 | 0 | 4 | 0 | 0 | 6 |
| Mvmt Flow | 38 | 85 | 473 | 12 | 25 | 258 |

| Major/Minor | Minor1 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 787 | 479 | 0 | 0 | 485 | 0 |
| Stage 1 | 479 | - | - | - | - | - |
| Stage 2 | 308 | - | - | - | - | - |
| Critical Hdwy | 6.4 | 6.2 | - | - | 4.1 | - |
| Critical Hdwy Stg 1 | 5.4 | - | - | - | - | - |
| Critical Hdwy Stg 2 | 5.4 | - | - | - | - | - |
| Follow-up Hdwy | 3.5 | 3.3 | - | - | 2.2 | - |
| Pot Cap-1 Maneuver | 363 | 591 | - | - | 1088 | - |
| Stage 1 | 627 | - | - | - | - | - |
| Stage 2 | 750 | - | - | - | - | - |
| Platoon blocked, % | | | - | - | | - |
| Mov Cap-1 Maneuver | 355 | 591 | - | - | 1088 | - |
| Mov Cap-2 Maneuver | 355 | - | - | - | - | - |
| Stage 1 | 627 | - | - | - | - | - |
| Stage 2 | 733 | - | - | - | - | - |

| Approach | WB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s | 14.8 | 0 | 0.7 |
| HCM LOS | B | | |

| Minor Lane/Major Mvmt | NBT | NBR | WBLn1 | SBL | SBT |
|---|---|---|---|---|---|
| Capacity (veh/h) | - | - | 490 | 1088 | - |
| HCM Lane V/C Ratio | - | - | 0.251 | 0.023 | - |
| HCM Control Delay (s) | - | - | 14.8 | 8.4 | - |
| HCM Lane LOS | - | - | B | A | - |
| HCM 95th %tile Q(veh) | - | - | 1 | 0.1 | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 1.9 |

| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 47 | 48 | 414 | 66 | 35 | 624 |
| Future Vol, veh/h | 47 | 48 | 414 | 66 | 35 | 624 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | 200 | 0 | - |
| Veh in Median Storage, # | 0 | - | 0 | - | - | 0 |
| Grade, % | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 95 | 95 | 95 | 95 | 95 | 95 |
| Heavy Vehicles, % | 0 | 0 | 4 | 0 | 0 | 6 |
| Mvmt Flow | 49 | 51 | 436 | 69 | 37 | 657 |

| Major/Minor | Minor1 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 1167 | 436 | 0 | 0 | 505 | 0 |
| Stage 1 | 436 | - | - | - | - | - |
| Stage 2 | 731 | - | - | - | - | - |
| Critical Hdwy | 6.4 | 6.2 | - | - | 4.1 | - |
| Critical Hdwy Stg 1 | 5.4 | - | - | - | - | - |
| Critical Hdwy Stg 2 | 5.4 | - | - | - | - | - |
| Follow-up Hdwy | 3.5 | 3.3 | - | - | 2.2 | - |
| Pot Cap-1 Maneuver | 216 | 625 | - | - | 1070 | - |
| Stage 1 | 656 | - | - | - | - | - |
| Stage 2 | 480 | - | - | - | - | - |
| Platoon blocked, % | | | - | - | | - |
| Mov Cap-1 Maneuver | 208 | 625 | - | - | 1070 | - |
| Mov Cap-2 Maneuver | 208 | - | - | - | - | - |
| Stage 1 | 656 | - | - | - | - | - |
| Stage 2 | 463 | - | - | - | - | - |

| Approach | WB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s | 21.7 | 0 | 0.5 |
| HCM LOS | C | | |

| Minor Lane/Major Mvmt | NBT | NBR | WBLn1 | SBL | SBT |
|---|---|---|---|---|---|
| Capacity (veh/h) | - | - | 314 | 1070 | - |
| HCM Lane V/C Ratio | - | - | 0.318 | 0.034 | - |
| HCM Control Delay (s) | - | - | 21.7 | 8.5 | - |
| HCM Lane LOS | - | - | C | A | - |
| HCM 95th %tile Q(veh) | - | - | 1.3 | 0.1 | - |

Hall County Ridgeview
10: Access A & Friendship Rd

Full Build PM
08/13/2024

| Intersection | |
|---|---|
| Int Delay, s/veh | 0 |

| Movement | EBT | EBR | WBL | WBT | NBL | NBR |
|---|---|---|---|---|---|---|
| Lane Configurations | ↑↑↑ | ↱ | | ↑↑↑ | | ↱ |
| Traffic Vol, veh/h | 1338 | 35 | 0 | 772 | 0 | 6 |
| Future Vol, veh/h | 1338 | 35 | 0 | 772 | 0 | 6 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | 0 | - | - | - | 0 |
| Veh in Median Storage, # | 0 | - | - | 0 | 0 | - |
| Grade, % | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 95 | 95 | 95 | 95 | 95 | 95 |
| Heavy Vehicles, % | 14 | 0 | 0 | 6 | 0 | 0 |
| Mvmt Flow | 1408 | 37 | 0 | 813 | 0 | 6 |

| Major/Minor | Major1 | | Major2 | | Minor1 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 0 | 0 | - | - | - | 704 |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |
| Critical Hdwy | - | - | - | - | - | 7.1 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - |
| Follow-up Hdwy | - | - | - | - | - | 3.9 |
| Pot Cap-1 Maneuver | - | - | 0 | - | 0 | 329 |
| Stage 1 | - | - | 0 | - | 0 | - |
| Stage 2 | - | - | 0 | - | 0 | - |
| Platoon blocked, % | - | - | | - | | |
| Mov Cap-1 Maneuver | - | - | - | - | - | 329 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |

| Approach | EB | WB | NB |
|---|---|---|---|
| HCM Control Delay, s | 0 | 0 | 16.2 |
| HCM LOS | | | C |

| Minor Lane/Major Mvmt | NBLn1 | EBT | EBR | WBT |
|---|---|---|---|---|
| Capacity (veh/h) | 329 | - | - | - |
| HCM Lane V/C Ratio | 0.019 | - | - | - |
| HCM Control Delay (s) | 16.2 | - | - | - |
| HCM Lane LOS | C | - | - | - |
| HCM 95th %tile Q(veh) | 0.1 | - | - | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 1.7 |

| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 22 | 50 | 430 | 38 | 84 | 587 |
| Future Vol, veh/h | 22 | 50 | 430 | 38 | 84 | 587 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | - | 200 | - |
| Veh in Median Storage, # | 0 | - | 0 | - | - | 0 |
| Grade, % | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 95 | 95 | 95 | 95 | 95 | 95 |
| Heavy Vehicles, % | 0 | 0 | 4 | 0 | 0 | 6 |
| Mvmt Flow | 23 | 53 | 453 | 40 | 88 | 618 |

| Major/Minor | Minor1 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 1267 | 473 | 0 | 0 | 493 | 0 |
| Stage 1 | 473 | - | - | - | - | - |
| Stage 2 | 794 | - | - | - | - | - |
| Critical Hdwy | 6.4 | 6.2 | - | - | 4.1 | - |
| Critical Hdwy Stg 1 | 5.4 | - | - | - | - | - |
| Critical Hdwy Stg 2 | 5.4 | - | - | - | - | - |
| Follow-up Hdwy | 3.5 | 3.3 | - | - | 2.2 | - |
| Pot Cap-1 Maneuver | 188 | 595 | - | - | 1081 | - |
| Stage 1 | 631 | - | - | - | - | - |
| Stage 2 | 449 | - | - | - | - | - |
| Platoon blocked, % | | | - | - | | - |
| Mov Cap-1 Maneuver | 173 | 595 | - | - | 1081 | - |
| Mov Cap-2 Maneuver | 173 | - | - | - | - | - |
| Stage 1 | 631 | - | - | - | - | - |
| Stage 2 | 413 | - | - | - | - | - |

| Approach | WB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s | 18.5 | 0 | 1.1 |
| HCM LOS | C | | |

| Minor Lane/Major Mvmt | NBT | NBR | WBLn1 | SBL | SBT |
|---|---|---|---|---|---|
| Capacity (veh/h) | - | - | 341 | 1081 | - |
| HCM Lane V/C Ratio | - | - | 0.222 | 0.082 | - |
| HCM Control Delay (s) | - | - | 18.5 | 8.6 | - |
| HCM Lane LOS | - | - | C | A | - |
| HCM 95th %tile Q(veh) | - | - | 0.8 | 0.3 | - |

# Turn Lane Analysis

**Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlle**

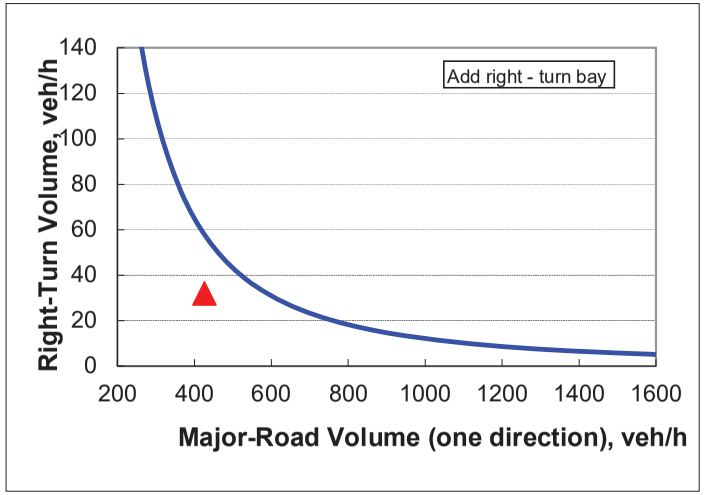
INPUT

| Roadway geometry: | 2-lane roadway |
|---|---|

| Variable | Value |
|---|---|
| Major-road speed, mph: | 45 |
| Major-road volume (one direction), veh/h: | 426 |
| Right-turn volume, veh/h: | 32 |

OUTPUT

| Variable | Value |
|---|---|
| Limiting right-turn volume, veh/h: | 58 |
| **Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:** | |
| **Do NOT add right-turn bay.** | |



Georgia Mountains Regional Commission

# DRI Review Findings

**TO:** Kristie Turner, Principal Planner
Hall County Planning and Development
Other Interested Parties

**FROM:** Adam Hazell, AICP, Planning Director

**DATE:** October 8, 2024

**SUBJECT:** DRI Project Review, Hall County

**PROJECT:** **DRI-4280,** Ridgeview (2nd application)

---

The Georgia Mountains Regional Commission (GMRC) has completed the review of the project identified above. Based on comments received and staff analysis of this project, conducted in accordance with the Georgia Department of Community Affair's Procedures for the Review of Developments of Regional Impact, the GMRC finds that the proposed action does not present any potential adverse inter-jurisdictional impacts. Please note that this finding is advisory only and assumes the project will proceed as presented to the GMRC and will comply with all applicable local, State and federal rules and regulations.

Copies of the staff review, any comments from interested stakeholders and any recommendations have been included with this memo. They should be considered and addressed by the local government in its final determination and review/permitting procedures for the finding to remain as stated.

P.O. Box 1720 • Gainesville, Georgia 30503 • Phone 770-538-2626 • FAX 770-538-2625

Georgia Mountains Regional Commission

**DRI # 4280,** Ridgeview

**STATEMENT OF FINDING**

Based on the information provided, comments received, a review of the local comprehensive plan and prevailing DRI review criteria, the GMRC staff analysis finds that this project does not present any potential adverse interjurisdictional impacts. The finding assumes the project will proceed as presented to the GMRC and only if the project complies with all applicable local, State and federal rules and regulations and if the following advisory comments and recommendations are considered and addressed.

**Summary of Staff Review**

- This is a project that was previously reviewed as a DRI (#4183) under the same name. The developer subsequently amended their project scope, sufficiently enough to warrant a re-review.

- The updated Ridgeview is a 74 acre mixed-use development in Hall County on the southeast corner of Friendship Road (SR 347) & Ridge Road. The updated breakdown of uses is as follows:

| | DRI report numbers June 10, 2024 DRI 4183 Ridgeview | New proposal | Difference |
|---|---|---|---|
| **Food & Bev** | 12,000 SQFT | 16,000 SQFT | + 4,000 SQFT |
| **Single-family** | 92 Lots | 74 Lots | -18 Lots |
| **Townhome** | 113 Units | 207 Units | + 94 Units |
| **Multi-Family** | 236 Units | 274 Units | + 38 Units |
| **Total Residential** | 441 Units | 555 Units | + 114 Units |

- *(Same as before.)* The site is located in southern Hall County, near the City of Buford and just a mile from Exit 4 on I-985. The area is evolving from rural/suburban development to more suburban residential, commercial, and industrial uses. This part of Hall County is a rapidly suburbanizing area, which has seen multiple DRIs reviewed in the past several years. The proximity to the Mall of Georgia, Margaritaville at Lake Lanier Islands, and multiple employment centers has made it a growing destination for new residential and warehousing development. Immediately across the interchange is a large amount of commercial development catering to area residents and employees. As a result

of the area's growth, ample water and sewer is available to the property. ***No regional concerns regarding utilities.***

- The site is located at the intersection of Friendship Road, the primary east/west arterial serving south Hall County, and Ridge Road a primary north/south collector in the area. The intersection is the first with a stoplight when traveling from the I-985 interchange.

  The revised site plan retains two full-access driveways to Ridge Road and one right-in/right-out driveway to Friendship Road (SR 347). The Friendship Road access and northern Ridge Road access would be connected via a small internal road. According to the updated traffic assessment provided, the development "*is expected to generate 101 new entering trips and 206 new exiting trips in the AM peak hour, and 257 new entering and 172 new exiting trips in the PM peak hour.*" Proposed improvements still include an eastbound right-turn lane on Friendship Road, southbound left-turn lanes for both Ridge Road access points plus a northbound right-turn lane for the northern Ridge Road access (where less entry traffic is anticipated).

  Sidewalks are proposed for internal pedestrian circulation, and there are now public destinations immediately adjacent to the site necessitating external pedestrian connections. However, the County may consider additional pedestrian network options for possible future expansions in the event future development invites new connections. ***No regional concerns regarding transportation infrastructure.***

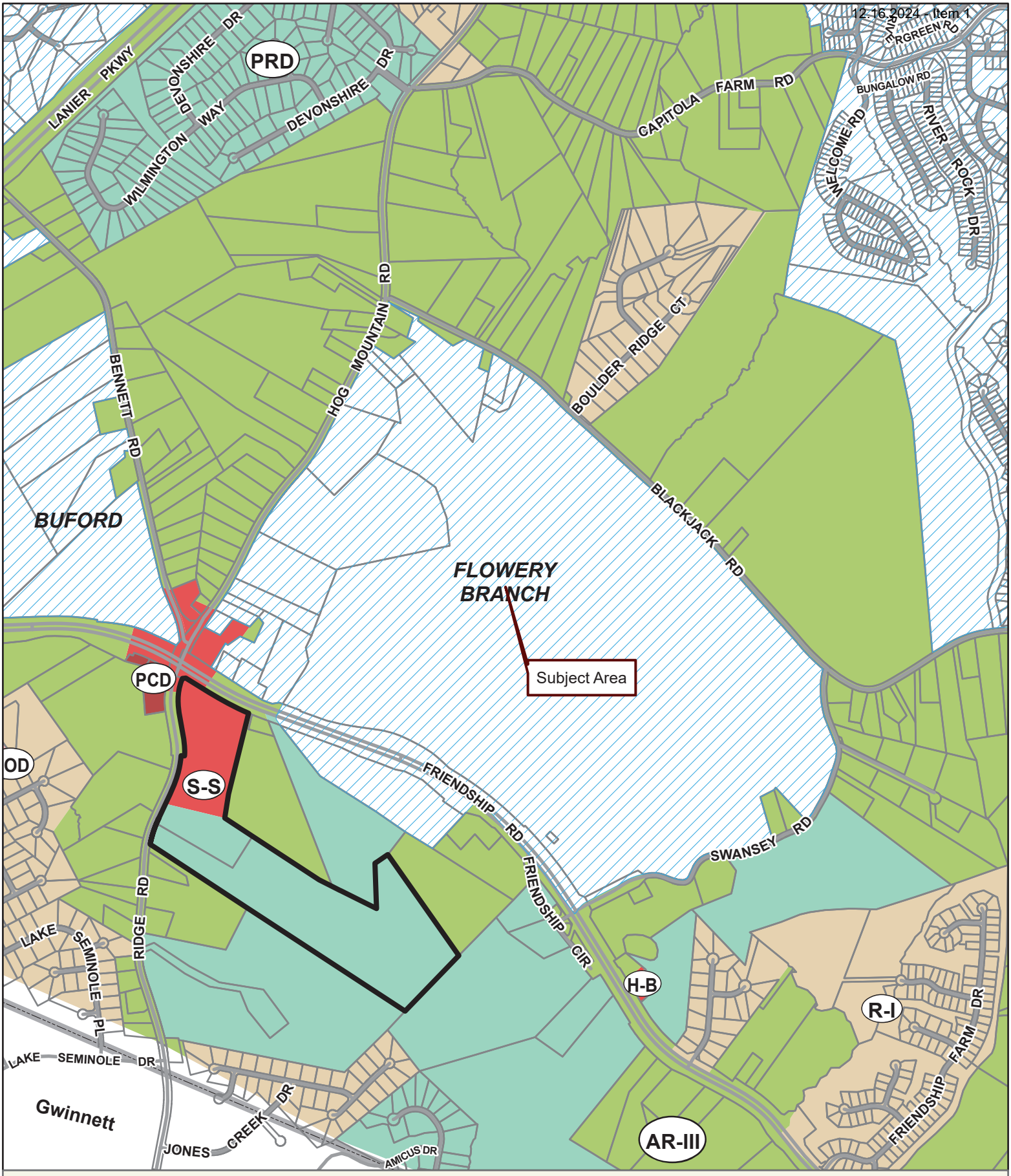
- *(Same as before.)* There are no critical environmental features on the site, though intermittent stream channels are present. Roughly 30% of the property is be built out with impervious surfaces, while *"channel protection, water quality and detention ponds (will be employed) throughout the site."* The property all drains into Mitchell Creek, a primary tributary for the upper portions of the Middle Oconee River, and is not part of a critical water supply watershed. ***Assuming compliance with State and local regulations, no regional concerns regarding environmental protection. However, best environmental practices are encouraged regarding stormwater management.***

Georgia Mountains Regional Commission

| CONSISTENCY REVIEW | |
|---|---|
| **Is the proposed DRI compliant with …** | **Comment** |
| *The GMRC Regional Plan?* | Yes. |
| *Other State or regional plans for the area?* | Yes |
| *Applicable Service Delivery Agreements and/or land use management measures?* | Yes |
| *Projected capacity for utilities and services?* | Yes |
| *Are there any potential inter-jurisdictional conflicts identified by the GMRC?* | No significant or standing conflict was raised or identified by staff. |

**Outside Comments Received**
(Copies of any comments received can be found as submitted attached to this report.)

NA

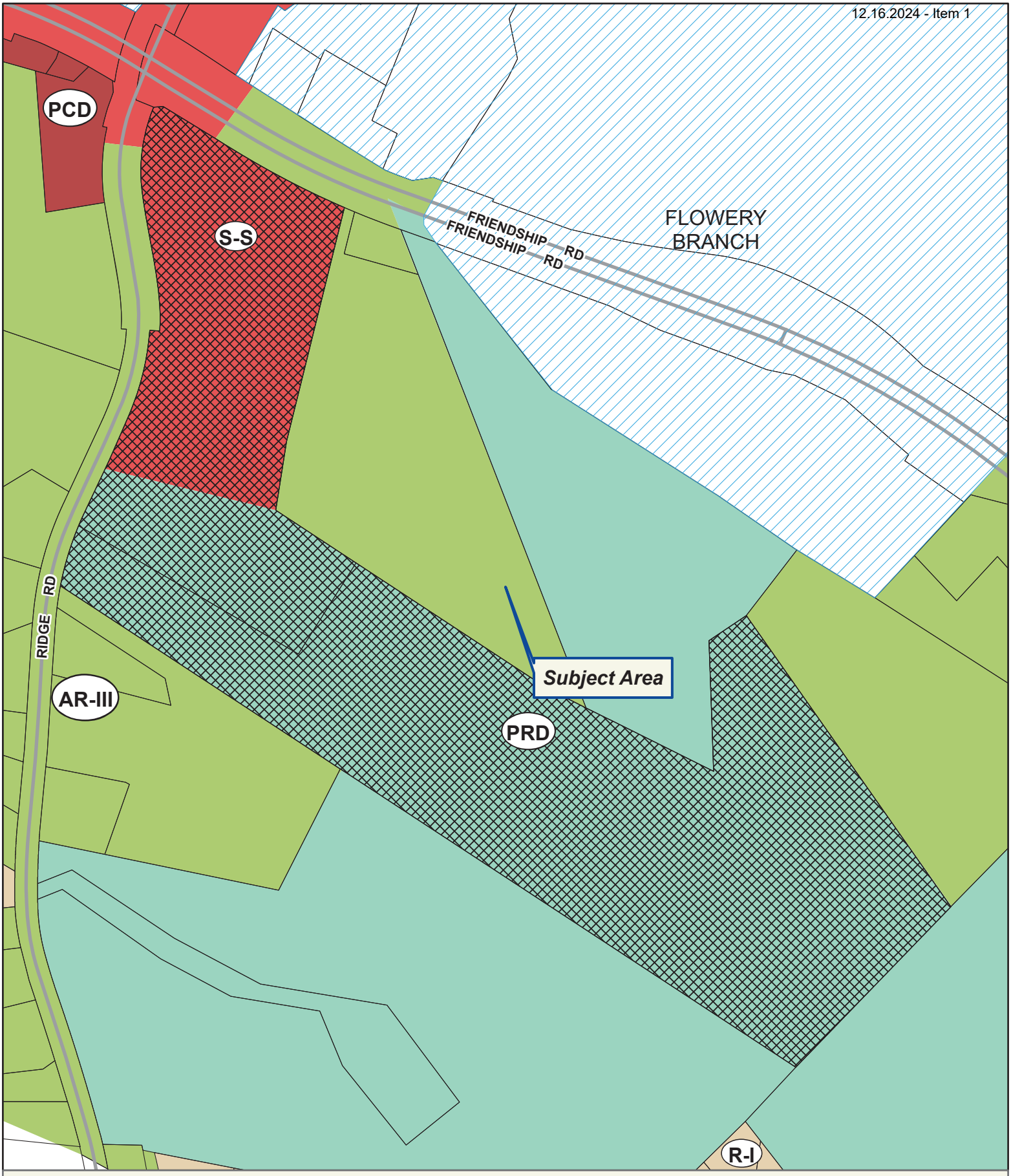



**Applicant:** SCOTT PUCKETT
**Tax Parcel #:** 08154 000022 & 000017
**Location:** 0 & 4435 RIDGE ROAD, BUFORD, GA 30519
**Commission District 1** **PC Mtg. Date: 10/21/2024**

0 200 400 800
Feet

- Zoning Boundary
- City Limits
- Subject Area
- Structure

N

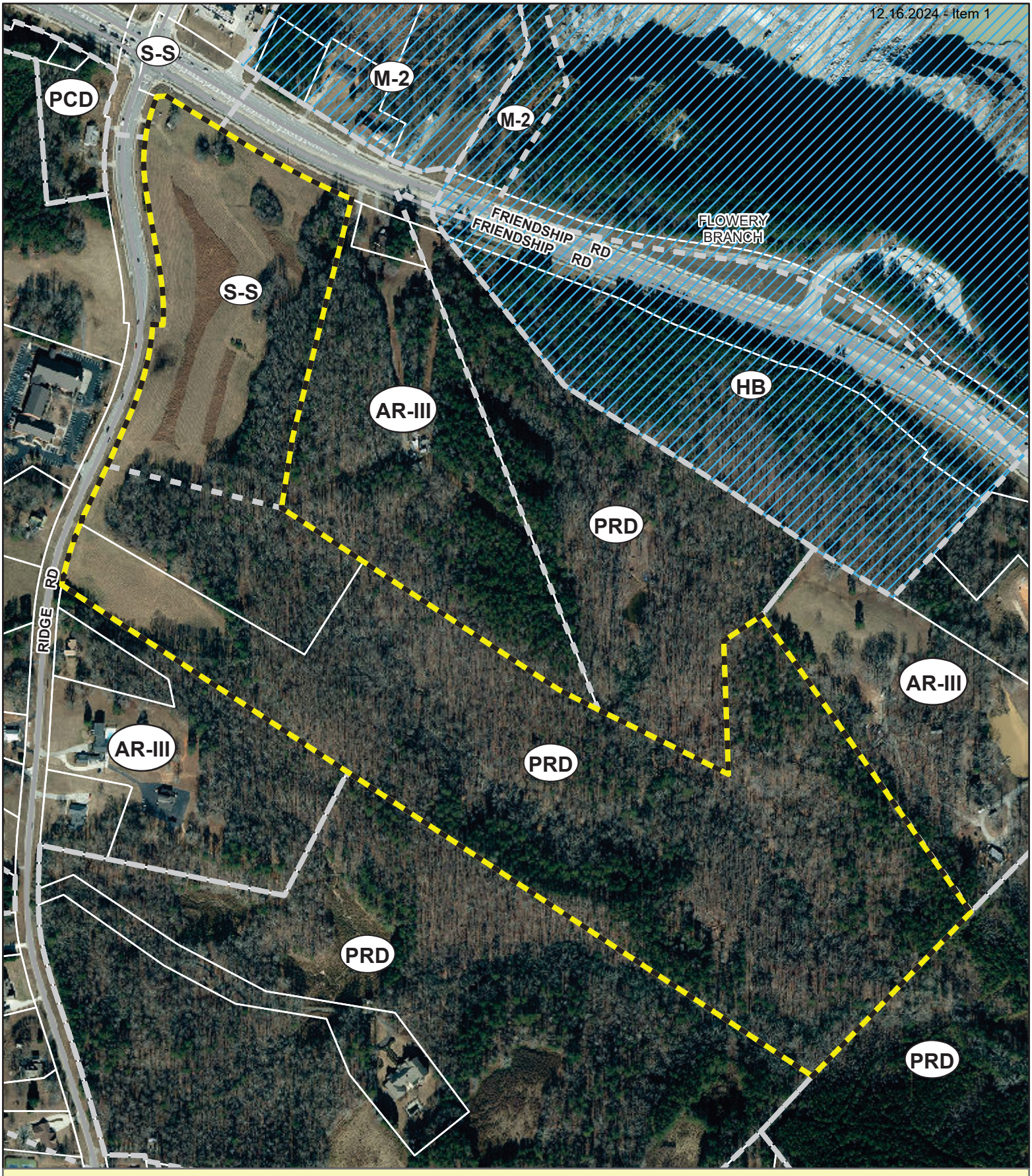



**Applicant:** SCOTT PUCKETT
**Tax Parcel #:** 08154 000022 & 000017
**Location:** 0 & 4435 RIDGE ROAD, BUFORD, GA 30519
**Commission District 1** **PC Mtg. Date: 10/21/2024**

0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N




**Applicant:** SCOTT PUCKETT
**Tax Parcel #:** 08154 000022 & 000017
**Location:** 0 & 4435 RIDGE ROAD, BUFORD, GA 30519
**Commission District 1** **PC Mtg. Date: 10/21/2024**

0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area

N

12.16.2024 - Item 1

12.16.2024 - Item 1

THE PLACE

12.16.2024 - Item 1

THE PLACE
BURGER
RIDGE ROAD

THE PLACE
45
The BUTCHER
NORTH
STANBURRY

THE PLACE
THE PLACE

12.16.2024 - Item 1

THE PLACE
BURGER
BURGERS FROZEN CUSTARD FRIES SHAKES HOT DOGS SODA BURGERS
RIDGE ROAD

THE PLACE
THE PLACE
THE PLACE

THE PLACE
The BUTCHER
45
NORTH
ITALIA

12.16.2024 - Item 1

12.16.2024 - Item 1

THE PLACE
THE PLACE

1 East Elevation

SW 7048 Urban Bronze

Oakridge Onyx Black Laminate Architectural Roofing Shingles

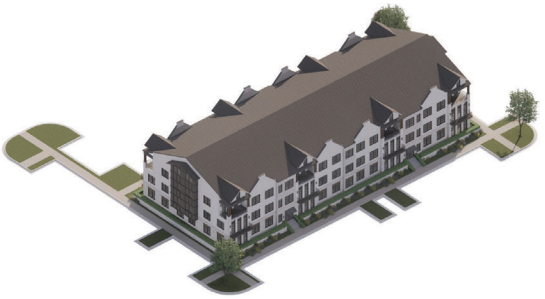
White Wash Red Brick

Colonial White Board & Batten Vinyl Siding

2 North Elevation

LOCATION - KEY PLAN

3D VIEWS



0 5 10 20 40 80

15 AUGUST 2024

NELSON

RIDGE ROAD
HALL COUNTY | GEORGIA

ZP 5

12.16.2024 - Item 1

12.16.2024 - Item 1

SIDE ENTRY FOR END UNITS

FRONT ENTRY AT LEVEL TWO

FRONT DOORS TO LOWER UNIT AND UPPER UNIT

REAR-LOADED SINGLE-CAR GARAGE ON ALLEY

UNITS FRONTING COMMON GREEN SPACE

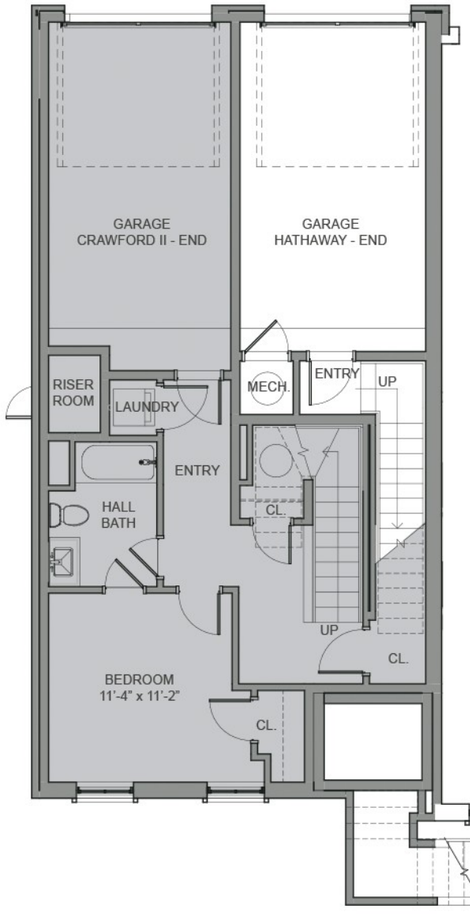
UNITS FRONTING STREET

STACKED BALCONIES FOR TWO SEPERATE UNITS

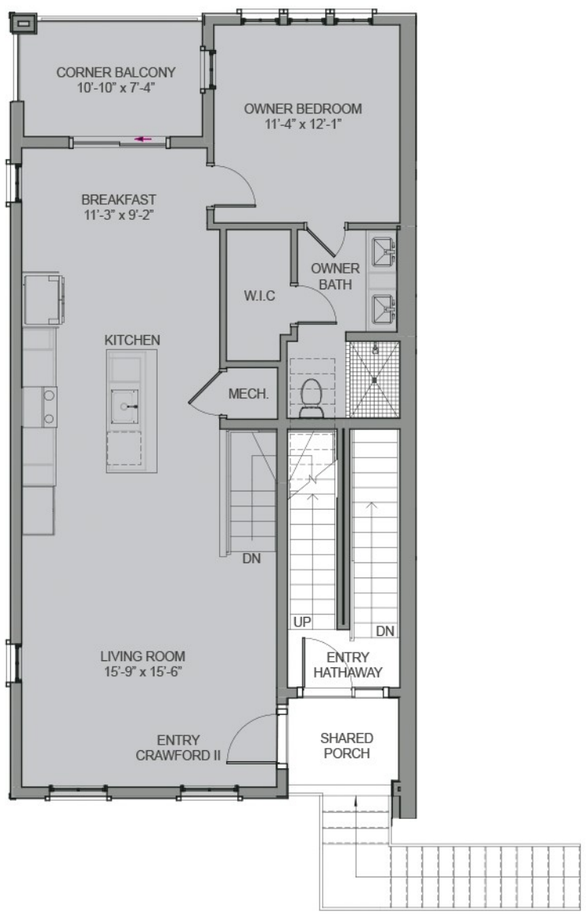
WALLS AND TERRACE LEVELS TO ADDRESS TOPOGRAPHY

SIDEWALKS CONNECTING TO FRONT DOOR THROUGH GREEN SPACE

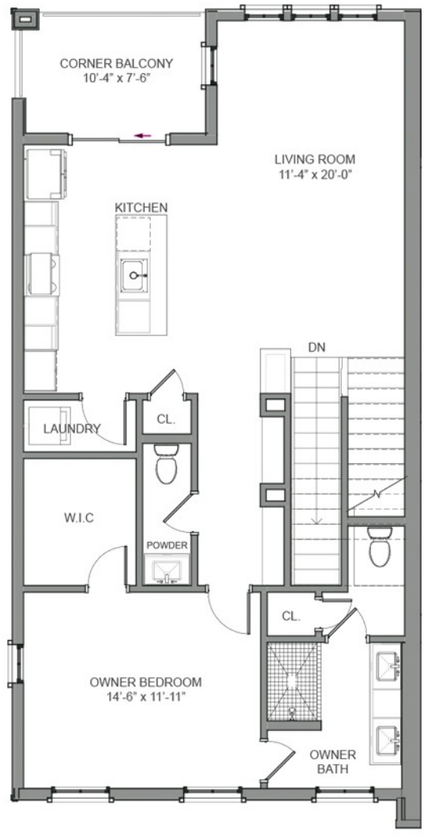
*GRAPHICS BY OTHERS*
*(https://theprovidencegroup.com/new-homes/ga/alpharetta/the-maxwell/6822/505-burton-drive-804/175007/)*



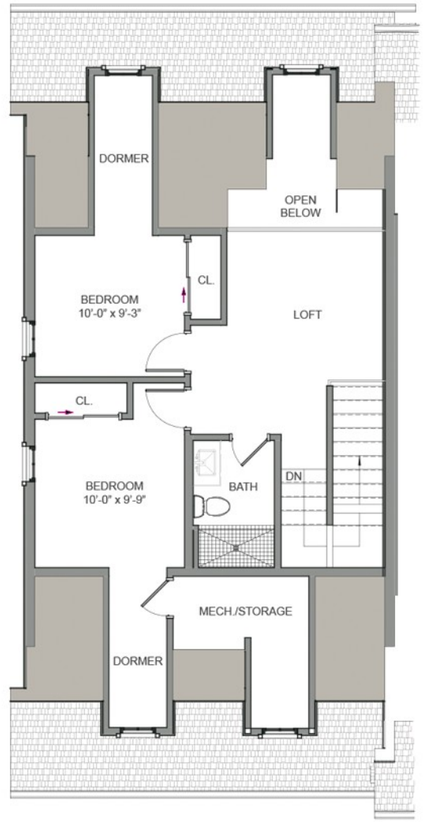

**LEVEL ONE**
UNIT ONE - GARAGE, BED/BATH
UNIT TWO - GARAGE, STAIRS




**LEVEL TWO**
UNIT ONE - ENTRY, LIVING, KITCHEN,
BED/BATH, BALCONY
UNIT TWO - ENTRY, STAIRS



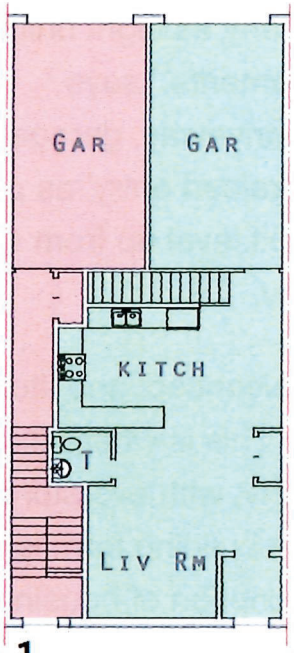

**LEVEL THREE**
UNIT TWO - LIVING, KITCHEN,
BED/BATH, BALCONY



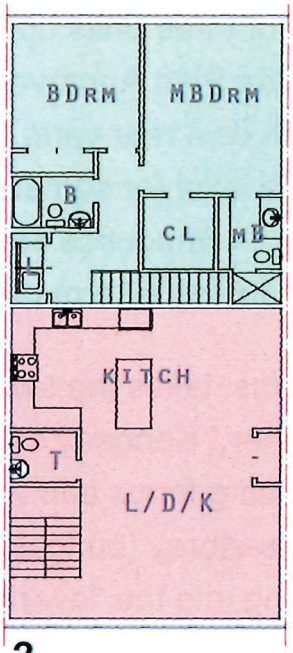

**LEVEL FOUR**
UNIT TWO - BED/BATH

Lavarc Drive

# Stacked Townhomes



1



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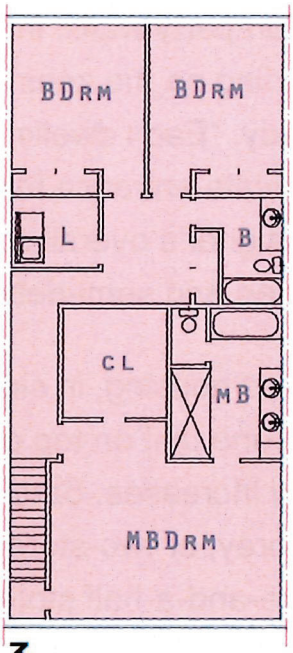

3

Green - 2BD
Red - 3BD

FILED & RECORDED
DATE: 10/1/2018
TIME: 9:14AM
DEED BOOK: 8157
PAGES: 221-224
FILING FEES: $16.00
PT61: 0692018007245
TRANSFER TAX: $5,084.10
Recorded By: MT
Charles Baker, C.S.C.
Hall County, GA

After Recording Return To:
MAHAFFEY PICKENS TUCKER, LLP
1550 North Brown Road, Suite 125
Lawrenceville, Georgia 30043
File #3216-0013 (KOF/jlw)

Parcel #: 08154000017

# LIMITED WARRANTY DEED

STATE OF GEORGIA COUNTY OF GWINNETT

THIS INDENTURE, Made the 21st day of September, 2018, by and between,

**SHERRY L. PIRKLE and SUSAN L. PIRKLE**

as party or parties of the first part, hereinafter called Grantor, and

**WE-FLIP, LLC,**
**a Georgia limited liability company**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS ($10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

**All that tract or parcel of land lying and being in the 1419th G.M.D. of Hall County, Georgia, as shown on that certain Boundary Survey for Susan & Sherry Pirkle, dated December 5, 2017, containing 24.210 acres (being a portion of tax parcel 08154-000017), prepared by ABE Consulting, Inc., certified by Stacy C. Carroll, GRLS No. 2729, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference made thereto.**

**Said property is conveyed subject to all permitted easements and restrictions of record.**

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of Grantor and all others claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 21st day of September, 2018
in the presence of:

GRANTOR(S):

Unofficial Witness

Sherry L. Pirkle (SEAL)
Sherry L. Pirkle

Notary Public
My Commission expires:

[NOTARY SEAL]

JENNIFER L WHALEY NOTARY PUBLIC BARROW COUNTY EXPIRES GEORGIA APRIL 7, 2019

Signed, sealed and delivered
this 21st day of September, 2018
in the presence of:

GRANTOR(S):

Unofficial Witness

Susan L. Pirkle (SEAL)
Susan L. Pirkle

Notary Public
My Commission expires:

[NOTARY SEAL]

JENNIFER L WHALEY NOTARY PUBLIC BARROW COUNTY EXPIRES GEORGIA APRIL 7, 2019

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in the 1419th G.M.D. of Hall County, Georgia, as shown on that certain Boundary Survey for Susan & Sherry Pirkle, dated December 5, 2017, containing 24.210 acres (being a portion of tax parcel 08154-000017), prepared by ABE Consulting, Inc., certified by Stacy C. Carroll, GRLS No. 2729, and being more particularly described according to said survey as follows:

TO LOCATE THE TRUE PLACE OR POINT OF BEGINNING, commence at a 6"x6" concrete monument found at the mitered intersection of the northeasterly right of way line of Ridge Road a/k/a Hog Mountain Road (right of way varies) (pavement varies) with the southeasterly right of way line of Friendship Road (right of way varies) (pavement varies); run thence along said mitered intersection North 87 degrees 25 minutes 44 seconds East a distance of 33.64 feet to a 6"x6" concrete monument found at the southeasterly right of way line of Friendship Road (right of way varies) (pavement varies), said concrete monument marks the TRUE PLACE OR POINT OF BEGINNING;

FROM THE TRUE PLACE OR POINT OF BEGINNING AS THUS ESTABLISHED and continuing along the aforesaid right of way line of Friendship Road South 58 degrees 27 minutes 24 seconds East a distance of 306.79 feet to a point; continuing thence along said right of way line in a southeasterly direction along the arc of a curve for a distance of 417.17 feet to an iron pin set (said arc having a radius of 2,965.66 feet and a chord bearing and distance of South 62 degrees 28 minutes 25 seconds East, 416.82 feet); thence leaving said right of way line of Friendship Road run South 13 degrees 55 minutes 23 seconds West a distance of 507.00 feet to a 1-inch open top pipe found; run thence South 13 degrees 50 minutes 04 seconds West a distance of 332.70 feet to a 4"x4" concrete monument found; run thence South 08 degrees 55 minutes 37 seconds West a distance of 243.70 feet to a 4"x4" concrete monument found; run thence South 56 degrees 39 minutes 49 seconds East a distance of 348.34 feet to an iron pin set; run thence South 33 degrees 20 minutes 11 seconds West a distance of 408.88 feet to an iron pin set; run thence North 60 degrees 24 minutes 11 seconds West a distance of 886.14 feet to an iron pin set on the northeasterly right of way line of Ridge Road a/k/a Hog Mountain Road (right of way varies) (pavement varies); run thence along said right of way line of Ridge Road a/k/a Hog Mountain Road in a generally northeasterly direction along the arc of a curve for a distance of 58.19 feet to a point (said arc having a radius of 1,014.10 feet and a chord bearing and distance of North 22 degrees 31 minutes 15 seconds East, 58.18 feet); continuing along said right of way line North 24 degrees 09 minutes 53 seconds East a distance of 425.33 feet to a point; continuing along said right of way line in a generally northeasterly direction along the arc of a curve for a distance of 291.44 feet to a 6"x6" concrete monument found (said arc having a radius of 793.16

feet and a chord bearing and distance of North 13 degrees 38 minutes 18 seconds East, 289.81 feet to a concrete monument found); continuing along said right of way line South 86 degrees 29 minutes 37 seconds East a distance of 34.94 feet to a 6"x6" concrete monument found; continuing along said right of way line in a generally northwesterly direction along the arc of a curve for a distance of 184.66 feet to a point (said arc having a radius of 827.97 feet and a chord bearing and distance of North 03 degrees 18 minutes 03 seconds West, 184.28 feet; continuing along said right of way line North 09 degrees 38 minutes 57 seconds West a distance of 278.80 feet to a point; continuing along said right of way line in a generally northeasterly direction along the arc of a curve for a distance of 329.15 feet to a 6"x6" concrete monument found at the mitered intersection of the aforesaid right of way line of Ridge Road a/k/a Hog Mountain Road (right of way varies) (pavement varies) with the southeasterly right of way line of Friendship Road (right of way varies) (pavement varies) (said arc having a radius of 585.00 feet and a chord bearing and distance of North 06 degrees 28 minutes 10 seconds East, 324.82 feet); run thence along the aforesaid mitered intersection North 87 degrees 25 minutes 44 seconds East a distance of 33.64 feet to a 6"x6" concrete monument found at the southeasterly right of way line of Friendship Road, said concrete monument marks the TRUE PLACE OR POINT OF BEGINNING.

Said Boundary Survey is recorded at Plat Book 875, Page 205, Hall County, Georgia Records.

BK7997PG651

FILED
HALL CO., GA.

17 NOV 13 PM 12:34

CHARLES BAKER, CLERK
SUPERIOR-STATE COURT

BY JP

HALL COUNTY, Georgia
Real Estate Transfer Tax

Paid $ 3009.90

Date 11-13-17

Charles Baker
Superior Court Clerk

By JP

PT61 069-2017-008318

After Recording Return To:
MAHAFFEY PICKENS TUCKER, LLP
1550 North Brown Road, Suite 125
Lawrenceville, Georgia 30043
File #3216-0004 (KOF/jlw)

# LIMITED WARRANTY DEED

STATE OF GEORGIA COUNTY OF GWINNETT

THIS INDENTURE, Made the 7th day of November, 2017, by and between,

**SHERRY L. PIRKLE and SUSAN L. PIRKLE**

as party or parties of the first part, hereinafter called Grantor, and

**WE-FLIP, LLC,**
**a Georgia limited liability company**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS ($10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

**All that tract or parcel of land lying and being located in the 1419th G.M.D., Hall County, Georgia, being 50.165 acres according to that Boundary and Division Survey for WE Flip, LLC, prepared by ABE Consulting Inc., certified by Stacy C. Carroll (Georgia Registered Land Surveyor No. 2729) dated October 18, 2017, and as recorded in Plat Book 875, Page 109, Hall County, Georgia records.**

Said property is conveyed subject to those permitted title exceptions set forth on Exhibit "B" attached hereto and made a part hereof by this reference.

BK7997PG652

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of Grantor and all others claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
this 12th day of November, 2017
in the presence of:

Unofficial Witness

Notary Public
My Commission expires: _____

[NOTARY SEAL]

GRANTOR(S):

Sherry L. Pirkle (SEAL)
Sherry L. Pirkle

KELLY O FABER NOTARY PUBLIC GWINNETT COUNTY GA EXPIRES GEORGIA DECEMBER 19, 2017

Signed, sealed and delivered
this 12th day of November, 2017
in the presence of:

Unofficial Witness

Notary Public
My Commission expires: _____

[NOTARY SEAL]

GRANTOR(S):

Susan L. Pirkle (SEAL)
Susan L. Pirkle

KELLY O FABER NOTARY PUBLIC GWINNETT COUNTY GA EXPIRES GEORGIA DECEMBER 19, 2017

BK7997PG653

## EXHIBIT "B"

## Permitted Title Exceptions

1. Taxes for the year 2018, not yet due and payable.

2. Right-of-Way Easement from Bonnie Lee Harrison to Department of Transportation dated July 1, 2011 recorded in Deed Book 6858, Page 420, Hall County, Georgia Deed Records.

3. All matters pertaining to said parcel as shown on plat of survey for J. C. Pirkle prepared by Patton-Patton, Inc,. Surveyors, dated November 25, 1994.

4. All matters as shown on plat of survey for We-Flip, LLC prepared by Stacy C. Carroll, Registered Land Surveyor No. 2729 of ABE Consulting, Inc. dated October 18, 2017.

## Kristie Turner (Planning)

**From:** Nick Swafford <NSwafford@gainesvillega.gov>
**Sent:** Thursday, August 29, 2024 1:30 PM
**To:** Amanda Graham
**Cc:** Tyler Smith; Jill Ballard; Kristie Turner (Planning)
**Subject:** Re: 4435 Ridge Road Water Availability / Rezoning

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

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.

Hi Kristie,

Are you handling this one? If so, we're still good with water availability. If not, will you pass it along please?

Thanks,

Nick Swafford
Permitting Services & GIS Manager
Gainesville Water Resources

---

**From:** Amanda Graham <agraham@sgwmfirm.com>
**Sent:** Friday, August 23, 2024 3:20:17 PM
**To:** Dconstantini@gainesvillega.gov <Dconstantini@gainesvillega.gov>; Nick Swafford <nswafford@gainesvillega.gov>
**Cc:** Tyler Smith <tsmith@sgwmfirm.com>; Jill Ballard <jballard@sgwmfirm.com>
**Subject:** [EXTERNAL] 4435 Ridge Road Water Availability / Rezoning

**CAUTION:***This email originated from outside the City of Gainesville networks. Be aware of phishing, and remember CoG DoIT will never ask for your password or other personal information in email. Do not open up attachments or click on links unless you are absolutely sure it is legit and safe.. When in doubt, click the Phish Alert button or contact the CoG DoIT Help Desk***

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Good afternoon,

I hope that you are doing well. Attorney Tyler Smith has a rezoning application to be filed today in Hall County for Scott Puckett, Inc. I am attaching our previous correspondence regarding the water availability as well as the Site Plan. Hall County Planning has asked that we verify that your approval is still valid. Please let me know if you need any further information from us.

Thank you,
Amanda Graham

Amanda Graham
Legal Assistant
Smith, Gilliam, Williams & Miles, P.A.

(770) 536-3381
agraham@sgwmfirm.com

P.O. Box 1098
Gainesville, Georgia 30503-1098

340 Jesse Jewell Parkway, Suite 300
Gainesville, Georgia 30501

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**From:** Nick Swafford
**To:** Katie L. Greenway (CDI: Planning)
**Cc:** Tyler Smith; Jill Ballard; Daniel Costantini; Amanda Graham; Marco Taveras
**Subject:** 4435 Ridge Road Water Availability
**Date:** Thursday, April 25, 2024 4:33:25 PM
**Attachments:** image002.png
image003.png

---

Good afternoon Katie,

Please allow this email to serve as confirmation of water availability for parcels 08154 000017 and 022 for the proposed mixed-use development. Let me know if you need anything further.

Thanks,

**Nick Swafford**
**Permitting Services & GIS Manager**
**Department of Water Resources**

GAINESVILLE

**O** | **770.538.2452**
**www.gainesville.org**

300 Henry Ward Way, Ste. 305
Gainesville, GA 30501

---

**From:** Amanda Graham <agraham@sgwmfirm.com>
**Sent:** Thursday, April 25, 2024 9:08 AM
**To:** Daniel Costantini <DCostantini@gainesvillega.gov>; Nick Swafford <NSwafford@gainesvillega.gov>
**Cc:** Tyler Smith <tsmith@sgwmfirm.com>; Jill Ballard <jballard@sgwmfirm.com>
**Subject:** [EXTERNAL] City of Gainesville Water Utility Letter Request

**CAUTION:***This email originated from outside the City of Gainesville networks. Be aware of phishing, and remember CoG DoIT will never ask for your password or other personal information in email. Do not open up attachments or click on links unless you are absolutely sure it is legit and safe.. When in doubt, click the Phish Alert button or contact the CoG DoIT Help Desk*****

---

Good morning,

I am a legal assistant at Smith, Gilliam, Williams and Miles. Attorney Tyler Smith has a rezoning

application that has been filed in Hall County. The application is for Scott Puckett, Inc., and I have attached the application that was filed here. Mr. Smith and the applicant need to have a Water Availability Letter to file along with the application. Is this something that you will be able to provide?

Please let me know if you need anything further from us.

Thank you,

Amanda Graham
Legal Assistant
Smith, Gilliam, Williams & Miles, P.A.

(770) 536-3381 P.O. Box 1098 340 Jesse Jewell Parkway, Suite 300
agraham@sgwmfirm.com Gainesville, Georgia 30503-1098 Gainesville, Georgia 30501

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# Hall County Government
PUBLIC WORKS AND UTILITIES

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

BILL NASH, P.E.
**Director**

William (Bill) H. King III, P.E.
**Assistant Director**

September 5, 2024

Scott Puckett
4045 Ridge Road
Buford, Georgia 30519

Subject: Sanitary Sewer Letter of Availability
4435 Ridge Road
Parcel Id No.: **08154 000017, 08154 000022**
Flowery Branch, GA 30519

Dear Scott Puckett,

In response to your request, this letter will serve as confirmation that Hall County has sufficient volume to serve 4435 Ridge Road for a proposed 16,000 sq. ft. food and beverage uses, 110 hotel units, 274 apartments, 207 townhomes, 74 detached single family (estimated average daily flow of 127,925 GPD) at this time. The nearest sanitary sewer main to this address is located on Friendship Road.

The availability of sewer is contingent on the proposed Friendship Road Sewer Extension being built per along the route currently proposed. The recipient of this letter agrees to Indemnify and Hold Harmless Hall County for any and all damages due to Friendship Road Sewer Extension Project delays or revisions.

Sanitary sewer capacity allocation is available on a first come, first serve basis by purchasing the sewer taps. As such, this "availability" letter does not guarantee capacity. Additionally, this letter is non-transferable. If the project design changes, this letter is void and a new "availability" letter must be obtained.

If you have any questions or need more information, please call the Hall County Public Works and Utilities Department at 770-531-6800.

Sincerely,

Bill Nash

Bill Nash

# Application for Sewer Availability Letter

Date: September 3, 2024

Name of Applicant: Scott Puckett, Inc. Contact Number: 678-761-4399

Address of Applicant: 3215 Thompson Mill Road

City: Buford State: Georgia Zip: 30519 E-mail: wspuckett@gmail.com

Name of Agent: We Flip, LLC Contact Number: 770-815-0419

Address of Agent: 4045 Ridge Road

City: Buford State: Georgia Zip: 30519 E-mail:

**THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT FOR THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS:** (Please check the purpose of letter request and fill in all applicable information legibly and completely.)

**AVAILABILITY:** ☐ General Availability ☒ Rezoning ☐ Conditional Use Permit

Availability letters will require a minimum of one week from the date of application submittal.

Request from SS (-017) & AR-III (-022) (Present Zoning) to PCD (Requested Zoning)

For the Purpose of Mixed Use Development (Type of Development)

Address of Property: 4435 Ridge Road, Buford, Georgia 30519

Nearest Intersection to Property:

Size of Tract: 21.22 ; 50.17 acre(s), Lane Lot Number(s): , District(s):

Development Estimate Average Daily Sewer Flow (GPD):

Property Tax Parcel Number: 08-154-000-017; 08-154-000-022 Proposed number of Lots:

**(Below: For properties within protected watershed districts only)**

Gross Density: 7.46 units per acre Net Density: units per acre

Estimated amount of impervious surface: Minimum Lot Size:

Notary

Signature of Owner(s)/Agent(s)

W. Scott Puckett

Printed Name of Owner(s)/Agent(s)

President Scott Puckett Inc

Title of Agent

TINA W JONES Notary NOTARY PUBLIC Seal Exp. December 5, 2026 HALL COUNTY, GA

## Lot Diagrams




## Development Summary

| | | |
|---|---|---|
| Current Zoning | ARIII and S-S | |
| Proposed Zoning | PCD and GCOD | |
| Existing Site Acreage | 74.38 ac | |
| **Land Uses** | | **Parking Provided** |
| Comm./Retail/Rest. | 16,000 sf | 217 sp (13.5/1000) |
| Hotel | 110 rms | 55 sp (1/2 rms) |
| Multi-family | 274 un | 410 sp (1.5/un) |
| Townhomes | 207 un | |
| *Front-loaded* | *99 un* | *198 sp (2/un)* |
| *Rear-loaded (stacked)* | *108 un* | *216 sp (2/un)* |
| Single-family Detached | 74 lots | 148 sp (2/un) |
| Residential Density | 7.46 un/ac | |
| Open Space | 27.8 ac (1,210,120 sf) - 37.3% | |
| *Conservation Area* | *1,027,890 sf* | |
| *Passive Area* | *70,750 sf* | |
| *Active Area* | *111,480 sf - 9.2%* | |
| Impervious Setback and Stream Buffer | | |
| *Existing* | *18.37 ac (800,068 sf) - 24.7%* | |
| *Non-impacted* | *18.0 ac (783,975 sf) - 24.2%* | |

NORTH

22 AUGUST 2024

NELSON

RIDGE ROAD
HALL COUNTY | GEORGIA
ZP 6

**Project Narrative**

**Rezoning Application of Scott Puckett, Inc.**

August 23, 2024

Scott Puckett, Inc. presents this narrative regarding its application to rezone two tracts of property to PCD for a Planned Commercial Development. The subject parcels are:

| Tax Parcel | Size |
|---|---|
| 08154 000017 | 24.21 acres |
| 08154 000022 | 50.165 acres |

Provided with the application is a proposed site plan dated August 22, 2024. The PCD includes one hotel with approximately 110 rooms; four buildings for commercial, retail, and/or restaurant use, surrounding a central plaza; 274 multi-family residential units; 207 Townhomes; 74 single-family detached residential lots; and amenities including swimming pools, tennis courts, pickleball courts, parks, and walking trails.

A. Characteristics

The proposed design allows for flexible placement, arrangement, and orientation of commercial and residential structures given the property's characteristics, including streams located on the property. The subdivision will be a mixed-use development consisting of hotel, commercial (to include commercial, retail, and/or restaurant uses), multi-family housing, townhomes, and single-family homes. The community will have four entrances, one on Friendship Road and three on Ridge Road. One of the entrances on Ridge Road will be gated emergency access only. Submitted with the rezoning application is the Traffic Impact Analysis for the development prepared by Traffic Impact Group, LLC. The proposed design will maximize natural features through creative site planning. Grading will be in accordance with site characteristics, topography, and the presence of streams.

B.1: Commercial Structures

The proposed commercial portion of the development abuts Friendship Road. The hotel, located at the corner of Friendship Road and Ridge Road, will include approximately 110 guest rooms. The applicant anticipates the hotel will not exceed 5 stories. Gateway Corridor standards limit the height of non-residential buildings located within 250 feet of a residential or agricultural use street to three stories. Accordingly, the applicant requests a variance from Gateway Corridor standards to allow for a five-story hotel. The applicant is in discussion with a nationally-recognized hotel line to operate the hotel, which (a) will not have exterior entry to units, and (b) will have a hotel lobby and indoor entrance to units. Although the hotel will be located on the commercial portion of the development, the applicant requests flexibility on the final location of the hotel to factor in parking, traffic flow, and aesthetics from the surrounding roads.

The commercial portion of the development will include four buildings totaling approximately 16,000 square feet. The applicant anticipates the commercial buildings will not exceed 3 stories. The commercial portion of the development will include patios and outdoor seating and will surround a Central Plaza.

The facades of the commercial buildings will be in accordance with Gateway Corridor standards.

B.2 Entrances, Exits, and Parking

The site plan depicts the entrances, exits, and parking for the development. Access to the commercial development is by two entrances, one on Friendship Road and one on Ridge Road. (There are two additional access points to the development, also on Ridge Road, which will primarily serve the residential portion of the development.) Parking is depicted on the site plan and will include 217 parking spaces for the commercial component (13.5 spaces per 1,000 square feet of commercial building space) and 55 spaces for the hotel (1 space per 2 rooms).

B.3 Buffers

The site plan calls for a 10-foot landscape strip along Friendship Road and along Ridge Road. The eastern portion of the commercial development will include a 25-foot transitional border, which runs throughout the single-family residential portion of the development. The materials utilized in the landscape strip and transitional border will be in accordance with Gateway Corridor Standards.

Hall County Ordinance 17.180.060.B.5 provides for a minimum 50-foot planted buffer along the perimeter of all property boundaries adjacent to residential and/or non-residential zoning districts to ensure that the planned residential development is appropriately screened. The southeastern property line abuts another residential development, the PRD zoning of which requires a 50-foot undisturbed buffer, and the entirety of that buffer is outside the residential lots in that development. Approximately two-thirds of the southwestern property line abuts a residential development, the PRD zoning of which too requires a 50-foot undisturbed buffer on its perimeter, but as to that parcel the buffer is included as part of the residential lots. In those areas, combined with the 25-foot buffer proposed by the applicant for the subject development, there will be 75 feet of buffer. The applicant requests the 25-foot buffer to make the development viable given the extensive stream buffers that run throughout the property. For this development, portions of the 25-foot transitional buffer will be included as part of some of the single-family residential lots.

The site plan includes existing stream buffers and calls for creek buffers with mulch trails to connect neighborhoods to shared green spaces and amenities.

B.4 Lighting

All outdoor lighting will be the semi-cutoff type and in accordance with applicable Hall County and Gateway Corridor standards.

B.5 Signage

The development anticipates one monument sign for the development on Friendship Road and one monument sign at the entrance of the single-family residential development on Ridge Road, all in accordance with County standards.

The applicant proposes that prior to issuance of sign permits, other than general signs permitted pursuant to Hall County Ordinance 17.270.050, the owner/developer shall submit a master sign package for street, wall, internal directional, temporary and other signs to be reviewed and approved by the Hall County Director of Planning and Development, or her designee.

B.6 Type and Number of Uses Proposed for the Commercial Development

As noted above, the commercial portion of the development will include one hotel and four commercial buildings. The applicant anticipates the hotel will have 110 guest rooms. The sizes of the commercial buildings as shown on the site plan are:

One building consisting of 4,000 square feet,
One building consisting of 2,000 square feet, and
Two buildings, each 5,000 square feet.

The applicant anticipates that one or more of the commercial buildings will be for food and beverage, to feature patios and outdoor seating. The commercial portion of the development surrounds a Central Plaza.

B.7 Development Controls

The hotel will not exceed 5 stories in height. The commercial buildings will not exceed 3 stories in height. Facades shall be in compliance with Gateway Corridor Standards and will be depicted on elevations to be presented.

The applicant proposes that prior to issuance of a building permit for the commercial structures, the owner/developer shall submit architectural design guidelines listing a palette of acceptable building materials which shall designate required minimums and acceptable design alternatives to be reviewed and approved by the Director of Community Development and Infrastructure, or its designee.

B.8 Residential Uses

a. Characteristics

The site plan for the subject tract provides for 274 multi-family residential units, 207 townhomes, and 74 single-family detached residential lots. The multi-family buildings will include 3-story and 4-story buildings. (The plan calls for some 4-story structures to accommodate 3/4 splits based upon topography.) Townhomes will be no more than 4 stories, 99 of which are front-loaded and 108 of which are rear loaded. Each single-family detached residence will be a one-story or two-story home and will not exceed a height of 35 feet.

Multi-family units will have 1 to 3 bedrooms (approximately 45% 1 bedroom, 35% 2 bedroom, and 20% 3 bedroom). The Townhomes will have 3-4 bedrooms. The single-family detached residences will include a minimum of 1,800 square feet of conditioned area. The single-family detached homes will have 3-5 bedrooms.

b. Streets and Common Open Spaces

The project will include an open space / amenity areas of approximately 27.8 acres total, approximately 37% of the total site area. Of the total 27.8 acres, 23.6 acres is conservation area, 1.6 acres is Passive Area, and 2.6 acres is Active Area. The common areas are to include amenity areas including two swimming pools, tennis courts, pickleball courts, parks, and mulched trails connecting the neighborhoods to the shared green spaces and amenity areas. The development will include sidewalks as well as walking trails for connectivity. The subdivision streets will be public, and the applicant requests variances to the minimum radius requirements to accommodate the street system as shown on the site plan as more particularly set forth below.

c. Parking and Mailboxes

Parking for the residential development is in accordance with Hall County Code requirements. There are 410 Multi-Family parking spaces (1.5 spaces per unit). There are 414 parking spaces for the Townhomes (2 per home) and 148 parking spaces for the Single-Family Detached portion of the development (2 per home). The project includes two Cluster Mailbox Units, one with 103 mailboxes and 5 parking spaces, and the other with 183 mailboxes and 8 parking spaces.

d. Architectural Style and Proposed Siding

The architectural style of the Single Family and townhome residence community will be a traditional 1-story to 2-story single-family detached home with 2-car garages. Architectural renderings will be provided for both single-family residences and town homes. The homes will have brick and stone accents on the front of the homes. The remaining front facade will be Board and Batten, shake, or fiber cement lap siding. The sides and rear of the home will be fiber cement

lap siding. The facades of all residences will comply with § 17.180.060.B.9.a of the Hall County Code.

e. Development Controls

Each Single-Family detached residential lot will have a minimum width of 50 feet and a minimum size of 8,000 square feet. There will be a minimum of 10 feet between Single-Family detached structures. The Townhomes will have a minimum width of 22 feet. All grass areas and all front and side yards will be sodded.

The setbacks for the Townhomes (for which applicant seeks a variance) are:

(a) 20' front setback for Front Loaded Townhomes,
(b) 6' front setback for Rear Loaded Townhomes,
(c) 5' side setback, and
(d) 20' rear setback.

The setbacks for the Single-Family Detached homes are:

(a) 25' front setback,
(b) 5' side setback, and
(c) 20' rear setback.

**There will be a 50-foot undisturbed stream buffer, from the top of the stream bank (point of rested vegetation), in accordance with Hall County Ordinance 8.170.070.A. Section 8.170.070.B provides for an additional impervious surface setback of 25 feet or a variation thereof for a variable distance. Section 8.170.070.D provides:**

> **On properties of 50 acres or larger, the impervious setback area may be reduced such that the sum of the undisturbed buffer area and the impervious setback area do not exceed eight percent of the total property area of the development activity. However, in no case shall the 50-foot undisturbed buffer be reduced or altered to achieve this percentage.**

**The applicant requests reduction of the impervious setback area accordingly as shown on the site plan. The walking trails within the stream buffer will be mulch. Some of the stream buffer area will be included as a part of the individual lots (subject to the buffer requirements). If a variance is allowed for inclusion of those stream buffer areas within the lots, Scott Puckett, Inc. requests that the variance be allowed.**

The sewer easement runs through the development, including some of the single-family residential lots. However no structures will be placed within the sewer easement, and construction will be in a manner to maintain the structural integrity of the sewer line. The development will not violate the terms of the sewer line easement.

f. Development Schedule

Depending upon permitting and approvals, the applicant anticipates a 24- to 36-month development period.

g. Model Homes and Construction Trailers

The applicant requests approval of up to 2 construction trailers and 2 to 4 model homes.

C. Variance Requests

The applicant requests the following variances:

1. Gateway Corridor standards limit the height of non-residential buildings located within 250 feet of a residential or agricultural use street to three stories. Accordingly, the applicant requests a variance from Gateway Corridor standards to allow for a five-story hotel.

2. The applicant requests, if required, a variance to allow the stream buffer to be included within and as part of some single-family residential lots, subject to buffer requirements.

3. The Hall County Code does not address townhome developments. The applicant requests a variance from subdivision setback provisions to allow the setbacks for the townhomes as depicted on the site plan: (a) 20' front setback for Front Loaded Townhomes, (b) 6' front setback for Rear Loaded Townhomes (c) 5' side setback, and (d) 20' rear setback.

4. The applicant requests a variance to allow hammerheads (28' radius) in lieu of cul-de-sacs in the Townhome portion of the development where indicated on the site plan.

5. The Hall County subdivision street design standards (Ordinance 16.60.200) provide for a minimum curve radius of 125 feet. The applicant requests a variance to allow a reduction in the turning radius on the subdivision road depicted on the site plan. For example, two of the curves in the Townhome section of the development have a 20' inside radius and 30' centerline radius.

6. The applicant requests a reduction of the impervious surface buffer provided for by Hall County Ordinance Section 8.170.070.B, as allowed by Hall County Ordinance 8.170.070.D, as set forth above and on the site plan.

7. The applicant requests a variance to allow a private easement for rear private alleyways for ingress and egress to the rear-loaded townhomes and associated access, with no sidewalks along the alleyway.

8. The applicant requests a variance from the Front-Loaded Townhome garage widty limitations set forth in Hall County Ordinance minimums to allow the garages as depicted on the site plans and elevations. 17.180.060(9)(c)(ii), which limits garage doors to 50 percent of the width of the townhouse unit, to allow garage doors to occupy up to 67 percent of the width of the townhouse unit.

10. The applicant requests a variance to allow the height of Multi-Family units to accommodate 3-4 splits.

11. The applicant requests a variance from the 50-foot transitional buffer provided for by Hall County Ordinance 17.180.060.B to allow a 25-foot transitional buffer. If required, the applicant also requests a variance to allow portions of the 25-foot transitional buffer to be included as part of some of the single-family residential lots as depicted on the site plan.

## Kaitlyn Elliott (Planning)

**From:** Emily McGahee (Environmental Health)
**Sent:** Monday, September 16, 2024 3:52 PM
**To:** Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
**Cc:** Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
**Subject:** HCPC Tentative Agenda 10.21.24

Please find Environmental Health comments below:

Item 1, 6178 Grant Ford Road, Caswell: 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 2A/B, 5563 Waterwood Drive, Brumbelow: Environmental Health performed an existing system evaluation in regards to the proposed mobile home on August 15, 2024 and has no issues with the current 2 bdrm mobile home replacement location.

Item 3, 0/3902 Belmont Hwy, Simpson: No comment.

Item 4, 1780 Hancock Ave Ext, Jones Tree Service: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5, 6619 Lanier Island Pkwy, UHC: The existing onsite sewage management system is sized/approved for 5 employees only.

Item 6A/B, 2811 Athens Hwy, Dunagan: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 7, 0/2010 Candler Road, Dunagan: 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 8, 0/4435 Ridge Road, Puckett: Public sewer. A Food Service permit/plan review may be required depending on businesses proposed. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 9, 5859/5871 Brookton Lula Road, Helton: No comment.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing:  PO Box 5901
Gainesville, GA  30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health  (County Website & Forms)

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**Russell R. McMurry, P.E., Commissioner**
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

4/8/2024
Scott Puckett, Inc
ATTN: Chad Lagomarsino
480 N Main St, Suite 212
Alpharetta, GA 30009

Subject: Access to Property; 4435 Ridge Rd, Buford GA, Hall County

To whom it may concern,

Dependent upon compliance with all Department of Transportation requirements in effect at the time a permit is requested and your compliance with any current or future authorizations under Georgia Code 32-6-111, we will approve a commercial driveway access to this property once the detailed design is reviewed and approved by GDOT.

Please contact Veronica Chavers 770-533-8488 if you have any questions.

Sincerely,

Jason Dykes, P.E.
District Traffic Engineer

JD/AF

## Kaitlyn Elliott (Planning)

**From:** Chavers, Veronica E <VChavers@dot.ga.gov>
**Sent:** Monday, September 16, 2024 5:13 PM
**To:** Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
**Subject:** RE: Tentative Agenda for October 21, 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.

Responses are in red, below.

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**From:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Sent:** Thursday, September 12, 2024 10:22 AM
**Subject:** Tentative Agenda for October 21, 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 **Tuesday, October 21st, 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 September 19th.** Email comments to Beth (bgarmon@hallcounty.org), Katie (klgreenway@hallcounty.org), and Kaitlyn (kelliott@halllcounty.org)

Thank you!

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – October 7, 2024**

**NEW BUSINESS**

1. **6178 Grant Ford Road | Variance** | 17.240.010. to reduce the front yard setback along Grant Ford Road | on a 1.33± acre tract located on the north side of Grant Ford Road at its intersection with Dove Court | Zoned R-I; Tax Parcel 10011 000057 | **Proposed Use: Single-family residence** | * Commission District 2 | **George Caswell, applicant** No GDOT coordination required.

2. **(A) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the right side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant** No GDOT coordination required.

3. **(B) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the left side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant** No GDOT coordination required.

4. **0 & 3902 Belmont Highway | Amend Conditions of Zoning** | on a 15.75 ± acre tract located on the east side of Belmont Highway approximately 1,770 feet from its intersection with Mountain Creek Road | Zoned PID; Tax Parcels 15013 00074 (pt.) & 000017B | **Proposed Use: Truck parking and office** | ** Commission District 3 | **Gus E. Simpson, applicant** GDOT coordination required.

5. **1780 Hancock Avenue Extension | Use Subject to County Commission Approval** | on a 1.15± acre tract located on the west side of Hancock Avenue at its intersection with Griffin Circle | Zoned I-II (GCOD), Tax Parcel 00137 000005 | **Proposed Use: Outdoor storage |** ** Commission District 4 | **Jones Tree Service, Inc, applicant** No GDOT coordination required.

5. **6619 Lanier Island Parkway | Amend Conditions of Zoning** | on a 3.85± acre tract located on the east side of Lanier Island Parkway at its intersection with Pass Drive | Zoned PCD (GCOD), Tax Parcel 07355 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **UHC of Atlanta North c/o Doug Weston III, applicant** GDOT coordination required

6. **(A) 2811 Athens Highway | Rezone** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Permitted uses in heavy industrial zoning district** | ** Commission District 3 | **Paden M. Dunagan, applicant** GDOT coordination required

   **(B) 2811 Athens Highway | Use Subject to County Commission Approval** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Paden M. Dunagan, applicant** GDOT coordination required

7. **0 & 2010 Candler Road | Rezone** | from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road | Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 | **Proposed Use: Industrial park** | ** Commission District 3 | **Paden M. Dunagan, applicant** GDOT coordination required

8. **0 & 4435 Ridge Road | Rezone** | from Planned Residential Development (PRD) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S, Tax Parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | ** Commission District 1 | **Scott Puckett, Inc., applicant** GDOT coordination required

9. **5859 & 5871 Brookton Lula Road | Rezone** | from Agricultural Residential (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 2.01± acre tract located on the south side of Brookton Lula Road, approximately 311 feet from its intersection with Cleveland Highway | Zoned AR-IV, Tax Parcels 12030 000009E & 000009C | **Proposed Use: Welding business** | ** Commission District 3 | **Jason Helton, applicant.** GDOT coordination required

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, December 12, 2024, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, December 12, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,

**Kaitlyn Elliott**
**Planning Commission Clerk**
**Hall County Community Development and Infrastructure**
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
**Bill Nash, P.E.**

# 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:** September 19, 2024

**Subject:** October 21, 2024 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the October 21, 2024 meeting. Upon review, we provide the following comments.

**NEW BUSINESS**

**1.** **6178 Grant Ford Road | Variance** | 17.240.010. to reduce the front yard setback along Grant Ford Road | on a 1.33± acre tract located on the north side of Grant Ford Road at its intersection with Dove Court | Zoned R-I; Tax Parcel 10011 000057 | **Proposed Use: Single-family residence** | * Commission District 2 | **George Caswell, applicant**

**a.** **Engineering:** No comment
**b.** **Traffic:** No comment
**c.** **Utilities:** Gainesville Service area 6" water line on Grant Ford Road
No sewer in area

**2.** **(A) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the right side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant**

**(B) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the left side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** Septic tank lot- existing septic system Hall County sewer territory but no sewer system in the area.

3. **0 & 3902 Belmont Highway | Amend Conditions of Zoning** | on a 15.75 ± acre tract located on the east side of Belmont Highway approximately 1,770 feet from its intersection with Mountain Creek Road | Zoned PID; Tax Parcels 15013 00074 (pt.) & 000017B | **Proposed Use: Truck parking and office** | ** Commission District 3 | **Gus E. Simpson, 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**: Hall County service area
      No sewer system in area.

4. **1780 Hancock Avenue Extension | Use Subject to County Commission Approval** | on a 1.15± acre tract located on the west side of Hancock Avenue at its intersection with Griffin Circle | Zoned I-II (GCOD), Tax Parcel 00137 000005 | **Proposed Use: Outdoor storage** | ** Commission District 4 | **Jones Tree Service, 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:** No comment
   c. **Utilities**: Gainesville sewer service area
      Nearest sewer system is South on Griffin Circle.

5. **6619 Lanier Island Parkway | Amend Conditions of Zoning** | on a 3.85± acre tract located on the east side of Lanier Island Parkway at its intersection with Pass Drive | Zoned PCD (GCOD), Tax Parcel 07355 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **UHC of Atlanta North c/o Doug Weston III, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
      Show FEMA and Hall County studied Flood plains that are present on site.
   b. **Traffic:** No comment
   **c.** **Utilities**: City of Buford service district
      No sewer in area
      On site septic existing

6. **(A) 2811 Athens Highway | Rezone** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Permitted uses in heavy industrial zoning district** | ** Commission District 3 | **Paden M. Dunagan, applicant**

   **(B) 2811 Athens Highway | Use Subject to County Commission Approval** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road

| Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Paden M. Dunagan, 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:** No comments

c. **Utilities**: Hall County Sewer area

Phase 1 of the Pond Fork Sewer Project will bring sewer system to the Roy Park Road intersection at Athens Hwy (US 129). No sewer in the area at the time.

7. **0 & 2010 Candler Road | Rezone** | from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road | Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 | **Proposed Use: Industrial park** | ** Commission District 3 | **Paden M. Dunagan, 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

**b. Traffic:** GDOT access permit required

c. **Utilities**: Gainesville Sewer area

No sewer nearby

8. **0 & 4435 Ridge Road | Rezone** | from Planned Residential Development (PRD) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S, Tax Parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | ** Commission District 1 | **Scott Puckett, Inc., applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Show stream buffer and impervious setback from wrested vegetation not centerline of stream

b. **Traffic:** Hall County commercial standards will apply. This will include but not limited to left and right (decel) lanes. GDOT coordination/comments will also be required due to the proximity to a state controlled intersection.

c. **Utilities**: Friendship Road Sewer. Property lies in the top of the system and will served by that project by Hall County.

9. **5859 & 5871 Brookton Lula Road | Rezone** | from Agricultural Residential (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 2.01± acre tract located on the south side of Brookton Lula Road, approximately 311 feet from its intersection with Cleveland Highway | Zoned AR-IV, Tax Parcels 12030 000009E & 000009C | **Proposed Use: Welding business** | ** Commission District 3 | **Jason Helton, applicant.**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GODT approval may be necessary
c. **Utilities**: Hall County service area
No service in the area.

## Kaitlyn Elliott (Planning)

**From:** John Hornick (Fire Services)
**Sent:** Thursday, October 3, 2024 2:39 PM
**To:** Kaitlyn Elliott (Planning)
**Subject:** FW: Fire Comments

Kaitlyn,

Below are the fire comments for Ridge Rd. I see where I copied Katie Greenway twice.

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

**From:** John Hornick (Fire Services)
**Sent:** Thursday, September 19, 2024 11:11 AM
**To:** Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
**Cc:** Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; jesmith@hallcounty.org; Michael Vieira (Fire Services) <mvieira@hallcounty.org>
**Subject:** Fire Comments

**Tuesday, October 21st, 2024** Hall County Planning Commission Meeting.

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

   Hall County Fire Marshal's Comments:

   1) The residential portion of the development has only one entrance off Ridge Rd. The residential development calls for 207 townhomes and 74 single family dwellings. The Rules and Regulations of the State of Georgia 120-3-3 states that developments of one and two family dwellings where the number of dwelling units exceeds 120 shall be provided with two separate and approved fire access roads. If approved a second access will have to be installed.

2) The town home rear alley or street is considered a fire apparatus access and will have to meet the minimum 20’ width requirement of the International Fire Code Chapter 5, Section 503.2.1, if approved the town home rear alley or street shall not be less than 20’ wide.

3) If approved all commercial buildings greater than 12,000 SF or 2 stories or greater in height will be required to have an emergency responder radio frequency test completed to determine the radio signal strength inside the building, any building failing the test will be required to have a bi-directional antenna system designed, installed, and certified.

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

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

January 8, 2025

*By e-mail to bgarmon@hallcounty.org*

Beth Garmon
Director of Planning and Zoning
Hall County Community Development and Infrastructure

RE: Scott Puckett, Inc. Rezoning Application
Ridge Road, Mixed-Use Development

Dear Beth,

This letter is to request that the Scott Puckett, Inc. rezoning application, currently scheduled to be heard at the January 9, 2025 Hall County Commission Meeting, be tabled to the Hall County Commission Meeting scheduled for January 23, 2025.

Please let me know if you need anything further to allow for the application to be tabled. Thank you for your consideration.

Truly Yours,

M. Tyler Smith

c: Katie Greenway, Planning and Zoning Administrator (by e-mail)
Kristie Turner, Principal Planner *(by e-mail)*
Scott Puckett, Scott Puckett, Inc. *(by e-mail)*
Chad Lagomarsino, The Agency *(by e-mail)*

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

In Your Community. In Your Corner.

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

January 21, 2025

*By e-mail to bgarmon@hallcounty.org*

Beth Garmon
Director of Planning and Zoning
Hall County Community Development and Infrastructure

**RE: Scott Puckett, Inc. Rezoning Application**
**Ridge Road, Mixed-Use Development**

Dear Beth,

This letter is to request that the Scott Puckett, Inc. rezoning application, currently tabled to be heard at the January 23, 2025 Hall County Commission Meeting, be moved to the Hall County Commission Meeting scheduled for February 13, 2025.

Please let me know if you need anything further to allow for the application to be further tabled and moved. Thank you for your consideration.

With best regards, I am

Sincerely yours,

M. Tyler Smith
for Smith, Gilliam, Williams & Miles, P.A.

c: Katie Greenway, Planning and Zoning Administrator (by e-mail)
Kristie Turner, Principal Planner *(by e-mail)*
Scott Puckett, Scott Puckett, Inc. *(by e-mail)*
Chad Lagomarsino, The Agency *(by e-mail)*

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

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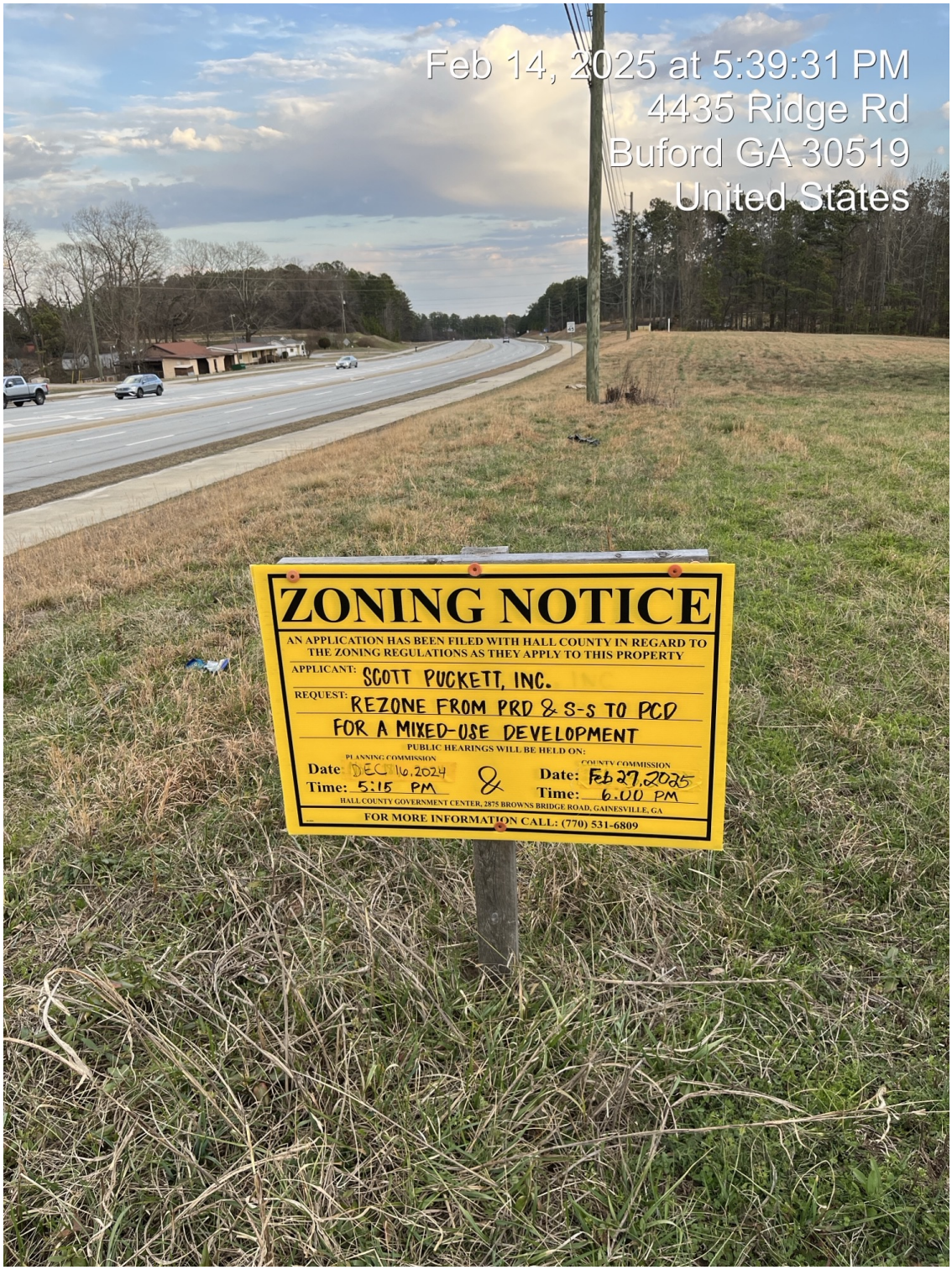
Feb 14, 2025 at 5:39:31 PM
4435 Ridge Rd
Buford GA 30519
United States
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: SCOTT PUCKETT, INC.
REQUEST: REZONE FROM PRD & S-S TO PCD FOR A MIXED-USE DEVELOPMENT
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: DEC 16,2024
Time: 5:15 PM
&
COUNTY COMMISSION
Date: Feb 27,2025
Time: 6.00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

Feb 14, 2025 at 5:43:44 PM
4429–4459 Ridge Rd
Buford GA 30519
United States
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: SCOTT PUCKETT, INC.
REQUEST: REZONE FROM PRD & S-S TO PCD
FOR A MIXED-USE DEVELOPMENT
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: DEC 16, 2024
Time: 5:15 PM
&
COUNTY COMMISSION
Date: Feb 27, 2025
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 I f: 770-531-3902

HALL COUNTY
GEORGIA
*We have it all in Hall*

## 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 SEPT 09, 2024 AND NO LATER THAN SEPT 22, 2024.**

**THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN SEPT 22, 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,** Scott Puckett (Please Print Name)**, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 9/16/2024 (Date) **for** Scott Puckett, Inc (Name application filed as).

**Signature** Scott Puckett

(The original document is required)

# AGENDA ITEM

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

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 82/2025

**SUBJECT:** **4212 Roy Parks Road | Rezone |** from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility** | Commission District 3 | **Clean Eagle RNG, LLC, applicant**

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** BG

**Recommendation:**
Denial

**Purpose of Request:**
**4212 Roy Parks Road | Rezone |** from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility** | Commission District 3 | **Clean Eagle RNG, LLC, applicant**

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

| Submit | Approve | Attorney | Administration |
|---|---|---|---|
| KE | BG | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Board Memo
Request to Table
Recommendation Report
Application
Narrative
Narrative Supplement
Clean Eagle RNG Presentation
Clean Eagle, LLC Information Booklet
Certarus Information Booklet
Site Plans
Buffer Map
Radius Maps
Gas Transmission Lines Map
Maps
Renderings
Proposed Sound Walls
Noise Impact Report
Forsyth County Board of Commissioners and Planning Commission Letters
Water Availability
Environmental Health Comments
Public Works Comments
GDOT Comments
Fire Comments
Public Comments
Notice Sign Photo

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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
**Beth Garmon**

# Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PLANNING AND ZONING

**To:** David Gibbs, 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:** February 10, 2025

**Subject:** **4212 Roy Parks Road | Rezone** | from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 **| Proposed use: Natural gas facility | Clean Eagle RNG, LLC, applicant**

---

The request before you is from Clean Eagle RNG, LLC to rezone from agricultural residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) for a natural gas facility. This item is located within Commission District 3.

On February 10, 2025 the applicant **requested to table** from the February 27, 2025 to the **March 27, 2025 Board of Commissioners meeting**.

At their January 21, 2025 meeting, the Hall County Planning Commission voted to recommend **denial (4-0, Sosebee absent).**

Staff recommendation: **Denial,** as the proposed use is inconsistent with the future land use designation of "Rural Scenic Nodes and Corridors" in the Comprehensive Plan.

**Public Comment:**

- January 21, 2025 HCPC: There were **no comments submitted** in advance of the Planning Commission meeting and **one (1) person spoke in favor during the public hearing.**

- December 16, 2024 HCPC: There were **no comments submitted** in advance of the Planning Commission meeting. Due to the applicant requesting to table, **the public comment portion remained closed**.

- November 18, 2024 HCPC: There were **no comments submitted** in advance of the Planning Commission meeting. Due to the applicant requesting to table**, the public comment portion remained closed**.

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

February 10, 2025

Beth Garmon, Director of Planning and Zoning

bgarmon@hallcounty.org

**Re: Clean Eagle RNG, LLC Rezoning; 4212 Roy Parks Road Rezone from AR-IV to PID on 22.45+/- Acre Tract; Parcel Number 15024 000008**

Dear Beth,

Following the Planning Commission meeting, representatives of Clean Eagle RNG, LLC ("*Applicant*") met with the local fire department for preliminary discussions regarding the project and emergency response planning. To advance these discussions, the Applicant has proactively engaged a third-party emergency response consultant to develop a comprehensive emergency response plan. Applicant has commenced these efforts much earlier than is typical for these projects to respond to feedback received during the Planning Commission meeting. This plan is still under review and is not expected to be completed for several weeks. To ensure the County and Board of Commissioners have ample time to review the proposed emergency response plan, we respectfully request that the voting meeting of the Hall County Board of Commissioners be tabled from February 27, 2025 until March 27, 2025.

Thank you in advance for your consideration on this matter.

With cordial regards, I remain,

Sincerely,

Steven P. Gilliam

Cc: Lauren Verbiscus Rowe (lrowe@archaea.energy)

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

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**HALL COUNTY PLANNING COMMISSION**
**RECOMMENDATION REPORT**

**Applicant** ..... Clean Eagle RNG, LLC

**Request** ..... Rezone from Agricultural Residential 1 (AR-1) and Highway Business (H-B) to Planned Industrial Development (PID)

**Proposed Use** ..... Natural gas facility

**Size** ..... 22.45± acres

**Zoning** ..... Current: Agricultural Residential 1 (AR-1) and Highway Business (H-B) | Proposed: Planned Industrial Development (PID)

**Location** ..... **4212 Roy Parks Road |** Tax parcel 15024 000008

**Commission District** ..... Three

**Planning Commission Date** ..... December 16, 2024

**Staff Recommendation** ..... **Denial**, as the proposed use is inconsistent with the future land use designation of "Rural Scenic Nodes and Corridors" in the Comprehensive Plan**.**

**Record Numbe**r ..... HZON24-0036

**Planning Commission Recommendation**..... **Denial**

**Vote: 4-0 (Sosebee absent)**

**Excerpts from the minutes of the January 21, 2025 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request.

**Steve Gilliam, 340 Jesse Jewel Parkway, Gainesville** presented the request.

**Ryan Aubuchon, 201 Helios Way, Houston, Texas,** presented the request. The applicant is requesting to rezone a 22.45± acre property zoned both Agricultural Residential 1 (AR-1) and Highway Business (H-B) to Planned Industrial Development (PID) for the purpose of establishing a natural gas processing facility. The subject property was rezoned in 2009. At that time, approximately 15 of the 22± acres were

rezoned from Highway Business (H-B) to Agricultural Residential IV (AR-IV) for permitted uses and this acreage was left undisturbed. The remaining 7± acres were rezoned from Agricultural Residential IV (AR-IV) to Highway Business (H-B, 17.50) for a shooting range.

**Mel Lara, Houston, Texas** from Certarus phoned in to present the request.

**Nick Martin, Casper, Wyoming** from Certarus phoned in to present the request.

**Brian Thompson, Freeport, Florida** from Certarus phoned in to present the request.

**Dave Addington, Calgary, Canada** from Certarus phoned in to present the request.

***Public Forum:***

**Faye Pass, 4176 Roy Parks Road, Gainesville,** spoke in favor. Ms. Pass is the executor of her mother's estate, who currently owns the subject property at 4212 Roy Parks Road and lives next door to the property. She mentioned that she met with Clean Eagle and had no objections to their request. Additionally, she states that she does not believe that there will be any adverse impacts to the community.

***Planning Commission Comments:***

Mr. Hunt inquired whether there had ever been an accident involving a rupture. Ms. Lara responded that there have been no fires and outlined the protocols in place for handling such incidents. Ms. Pilcher asked about the method of gas transportation, and Mr. Aubuchon clarified that the natural gas is transported in a gaseous state. Mr. Thompson provided additional details on evacuation procedures and incident command protocols. Mr. Hunt questioned the evacuation distance required if a tanker vehicle were on fire. Mr. Aubuchon stated that their standard is 300 feet but emphasized that they would follow all first responders' guidelines. Ms. Pilcher asked how many trailers would be onsite and if any additional storage would be present. Mr. Addington explained that only two trailers would be active onsite at any given time and further described the facility's evacuation radius. Mr. Hunt asked why the company chose this specific location in Hall County, and Mr. Aubuchon explained that it was selected as the optimal location within their pipeline network. Mr. Varner highlighted that the proposed site is near two churches and an elementary school, emphasizing the importance of emergency planning in scenarios where a train might delay fire personnel from reaching the facility. The Planning Commission and the applicant discussed emergency response planning within the community, but the applicant acknowledged they had not yet consulted Hall County Fire Department and did not have an answer at this time.

***Motion:* A motion to deny was made by Stan Hunt and seconded by Gina Pilcher. Vote: 4-0 (Sosebee absent)**

---

**Excerpts from the minutes of the December 16, 2024 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request, stating that the applicant wishes to table the request until January 21, 2025.

***Motion:* A motion to table to Tuesday, January 21, 2025 was made by Gina Pilcher and seconded by Johnny Varner. Vote: 3-0 (Hunt and Sosebee absent)**

---

**Excerpts from the minutes of the November 18, 2024 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request, stating that the applicant wishes to table the request until December 16, 2024.

***Motion:* A motion to table to December 16, 2024 was made by Stan Hunt and seconded by Gina Pilcher. Vote: 5-0**

---

**Staff recommends Denial of the applicant's request. However, if the Planning Commission sees fit to approve this application, Staff recommends the following conditions:**

1. The property shall be developed in accordance with the site plan and as described in the project narrative and other application documents, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Acoustical sound walls must be installed as part of the facility. These walls will be constructed according to the scenario outlined in Exhibit B of the application documents within the Noise Mitigation Study by Behrens and Associates, Inc.
3. Within Hall County, truck traffic on Highway 53/Dawsonville Highway will be limited to that section between McEver Road and the Hall/Forsyth county line, and must utilize I-985 to travel from Highway 53/Mundy Mill Road and GA-60/Candler Road.
4. The facility will be responsible for limiting truck traffic/access to and from Roy Parks Road via GA-60 (Candler Road) only.
5. The facility will be responsible for limiting truck traffic during school hours in the area. No trucks may be entering or leaving the facility during the hours of 6:45-7:45 am and 2:45-4:00 pm, Monday through Friday.
6. The facility driveway must meet all traffic engineering requirements of both Hall County Engineering and the Georgia Department of Transportation.
7. To provide additional screening of the site, green mesh fabric must be installed on the fencing adjacent to Roy Parks Road.

8. A 50 foot frontage strip must remain undisturbed, with the exception of those areas cleared in order to construct access to the facility. Where necessary, additional plantings will be installed to provide adequate screening of the site. Final review of the landscape plan shall be subject to the approval of the Director of Planning and Zoning, or their designee.

9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

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

1. **7.6.9.E – Waste-related Energy Recovery or Production -** No structure or facility used in the recovery or production process may be within 200 feet of any property line
    - **T**he proposed facility encroaches into the required 200 foot buffer along all property lines.

---

**Summary Analysis**

The applicant is requesting to rezone a 22.45± acre property zoned both Agricultural Residential 1 (AR-1) and Highway Business (H-B) to Planned Industrial Development (PID) for the purpose of establishing a natural gas facility.

The subject property was approved for rezoning in 2009. At that time, approximately 15 of the 22± acres were rezoned from Highway Business (H-B) to Agricultural Residential IV (AR-IV) and this acreage was left undisturbed. The remaining 7± acres rezoned from Agricultural Residential IV (AR-IV) to Highway Business (H-B) were rezoned to allow an outdoor shooting range. Ten Ring Sporter Range opened in 2010 and closed in 2017 according to Business License records.

The surrounding properties are zoned Agricultural Residential 1 (AR-1), and most are developed. Development includes single-family residences, a church, an elementary school, and a Dollar General store. Additionally, the subject property abuts the Norfolk Southern rail line along its western property line. Along the eastern boundary, the Liberty Utilities Corporation (“Liberty”) natural gas pipeline system runs underground. There are also several nearby industrial developments along Candler Road and Roy Parks Road including a concrete plant and quarry, and a paving company within a half mile.

Per the submitted narrative, the applicant proposes to use the property as a decanting station to inject renewable natural gas (RNG) into the onsite pipeline and to unload natural gas from this pipeline. This injection facility will process compressed natural gas (CNG) from the Eagle Point landfill in Ball Ground, Georgia, which will be trucked to the subject property for decompression and injection into the Liberty pipeline.

Per the narrative and site plan, development will be confined to the 6.63± acres in the southeast corner of the property, preserving the remaining 15.7± acres as forest and undeveloped land to provide a buffer along Candler Road to the west and the adjacent residential properties to the north. Two gated access points on Roy Parks Road are proposed and the entire facility area (6.63± acres) would be fenced. Fencing along the Roy Parks Road frontage will include green mesh for additional screening. The applicant states that final site plans will prioritize preserving existing vegetation and wooded areas as shown in the 3D renderings. Development is proposed to maintain a 50 foot setback from Roy Parks Road, 20 feet from the eastern property line, 1,000 feet from the northern boundary, and 50 to 300+ feet from the western property line. A 799 square foot office is proposed with 4 parking spaces which meets the parking standard of 3.5 spaces for each 1,000 square feet of gross floor area.

The Unified Development Code section 7.6.9.E Waste-related Energy Recovery or Production, requires that no structure or facility used in the recovery or production process may be within 200 feet of any property line. The proposed facility encroaches into the required 200 foot buffer along all property lines. The applicant proposes a buffer along the eastern property line of 20 feet, and states that the subject property is being sold by the adjacent eastern property owner who has submitted a letter in support of the application.

The applicant has provided a description of potential noise concerns and mitigation efforts, potential odor, lighting, fencing, signage and operational parameters. A noise mitigation study provides the anticipated sound impacts from the facility's operation, as well as outlining the benefits of adding acoustical sound walls of various heights and lengths. A traffic assessment prepared by Civil & Environmental Consultants, Inc. dated November 27, 2024 concludes that the proposed facility will have no significant impacts on the operations of the adjacent study intersections and roadways. In an effort to bypass the more congested areas of Gainesville, the applicant's proposed truck route from Eagle's Point Landfill consists of Browns Bridge Road (GA-369) to US-19 (GA-400) North to Highway 53 East to McEver Road South to I-985 North to Candler Road (GA-60) South to Roy Parks Road.

Per the narrative and submitted utility letter, water will be provided by the City of Gainesville. There will be an on-site sewage management system and stormwater basin to serve the site.

**Based on the future land use plan, staff finds the requested zoning designation *is not consistent* with the Hall County Comprehensive Plan future land use designation of "Rural Scenic Nodes and Corridors."** The intent of this future land use designation is to preserve the county's rural roadways, which are characterized by significant natural, historic, and cultural features, as well as scenic and pastoral views. To balance preservation with necessary growth, new development along these minor road corridors and intersections should focus on low-intensity, small-scale commercial uses that serve nearby communities, alongside agricultural uses of all scales.

**Zoning Analysis**

When considering a zoning amendment to the zoning maps, the Planning Commission must 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 must be considered:

**a.** Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The property's future land use designation is Rural Scenic Nodes and Corridors, which supports low-intensity, small-scale commercial uses**

**that serve nearby communities, alongside agricultural uses of all scales. The proposed development is not compatible with these uses.**

**b.** Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is difficult to anticipate the extent that a Planned Industrial Development (PID) with the specific use of a natural gas facility will adversely affect adjacent properties, although noise and light mitigation systems as proposed may reduce the impact.**

**c.** 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 Agricultural Residential 1 (AR-1) and Highway Business (H-B).**

**d.** 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.**

**e.** Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is inconsistent with the Comprehensive Plan future land use designation of Rural Scenic Nodes and Corridors, which supports low-intensity, small-scale commercial uses that serve nearby communities, alongside agricultural uses of all scales.**

**f.** 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.**

**g.** 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.**

**h.** 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.**

**i.** 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 parcel is partially developed with a shooting range on the Highway Business (H-B) zoned portion of the property which is no longer in operation.**

**j.** 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; **Several industrial uses including a paving company, concrete plant and quarry are within a half-mile of the site.**

**k.** Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is a Planned Industrial Development (PID). Per the Hall County Unified Development Code, Planned Development Districts 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.**

**l.** 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.**

**m.** Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposal is not out of scale with the needs of the county as a whole.**

**n.** 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 industrial uses based on the Future Land Use map, though the location of the Liberty Pipeline is essential for the proposed business.**

**o.** 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.**

**p.** 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.**

**q.** Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

The intent of a Planned Development District (PD) is to permit for the development of property which allows for greater flexibility in development standards and site planning considerations; Is in the best interest of Hall County in terms of its long range development plans; and Encourages a mixture of uses which without proper design and planning might not be compatible with surrounding uses or zoning districts. A Planned Industrial Development (PID) is designed to consist of land which has been designated for a planned, organized and controlled industrial use or for multiple but compatible industrial uses in a planned industrial park. The standards must be designed to encourage the formation and continuance of a compatible environment for the planned industrial uses and the surrounding land uses.

**11.2.6.E - Submission requirements**

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such

person or persons or their authorized agent must 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.**

2. All applications for a change of zoning classification or use subject to approval of the county commission shall include:

   a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **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 11.2.6.E.2**

   b. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal meets this requirement.**

   c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request.**

3. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

**Development Support and Constraints**

**Hall County Environmental Health**
In an email dated October 15, 2024, Emily McGahee stated "Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan. "

**Hall County Fire Marshal**
In an email dated October 17, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant commented:

1. Obtain all applicable local, state and federal permits.
2. Meet all applicable requirements of the International Fire Code 2018 edition including any state modifications 120-3-3.
3. Meet all applicable National Fire Protection Agency standards.
4. If approved may require modifications during the Hall County development review process.

**Hall County Public Works and Utilities**
In a memorandum dated October 17, 2024, from Director of Public Works and Utilities, Bill Nash, stated the following:

**Engineering:**
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Must follow all development requirements.

**Traffic:**
Driveway to meet traffic engineering requirements Recommend access in and out of Roy Parks Road be conditioned to be via SR6D (Candler Road) only.

**Utilities:**
Hall County has no sanitary sewer in the area.

**Georgia Department of Transportation**
In an email dated October 17, 2024, Veronica Chavers, D1TO Civil Engineer 3, stated that GDOT coordination is required due to the proximity to State Route 332.

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
GEORGIA
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# ZONING APPLICATION

**Applicant (Name & Mailing Address)**

Clean Eagle RNG, LLC
201 Helios Way, Floor 6
Houston, TX 77079

Phone [redacted]

Email Address [redacted]

**Property Owner (Name & Mailing Address)**

Faye Peck Pass, the Executor of the Estate of Joyce Adams Roberts
4176 Roy Parks Road
Gainesville, GA 30507

Phone [redacted]

Email Address N/A

Proposed Use Renewable Natural Gas (RNG) Interconnect site to decant and transfer pre-processed renewable natural gas to an existing pipeline.

**Contact Person (Name & Mailing Address)**

Steven P. Gilliam, Attorney
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

Phone [redacted]

Email Address [redacted]

**Status of Applicant**

- ϒ Owner
- ϒ Option to Purchase
- ϒ Area Resident
- ϒ Other

**Requested Action**

Existing Zoning: H-B & AR-IV

Rezone to: PID

Fee: $ 1500.00

Receipt #: _____

Check #: _____

Tax Parcel Number 150 24 000008

Acreage 22.366 Acres

Location Address 4212 Roy Parks Road, Gainesville, GA 30507

**I hereby certify that the above information and all attached information are true and correct.**

Sign DocuSigned by: Aimee DiTommaso B6ED5C5F55204E6... Date: 9/19/2024

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

---

**Application Withdrawal:** I hereby **withdraw** the application.

Sign _____ Date: _____

---

**Staff Use Only**

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

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## AUTHORIZATION OF PROPERTY OWNERS

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) Faye Peck Pass, the Executor of Estate of The Estate of Joyce Adams Roberts

Address 4176 Roy Parks Road
Gainesville, GA 30507

Phone Number [redacted]

Name of applicant(s) Clean Eagle RNG, LLC

Address 201 Helios Way - Floor 6
Houston, TX 77079

Phone Number

---

**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)

Faye Roberts Peck Pass

Personally appeared before me

Linda K. Dotson

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

6. 27. 2024
Date

HALL COUNTY, GEORGIA
LINDA K DOTSON
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPTEMBER 15, 2024

Docusign Envelope ID: 241CCDEF-88ED-4DC1-B1E0-F9EFFE435239



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## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

---

I hereby certify that I have read the above and that:

I have**_____ I have not X

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** DocuSigned by: Aimee DiTommaso B6ED5C5F55204E6... _____ **Date:** 9/19/2024

**Applicant's/Owner's Name (Printed):** Aimee DiTommaso, Vice President of Clean Eagle RNG, LLC

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Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** Faye R Pass, Executor _____ **Date:** _____

**Applicant's/Owner's Name (Printed):** FAYE Roberts PASS, Executor for Estate of Joyce Adams Roberts

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

September 20, 2024

Hall County Planning and Development Department
2875 Browns Bridge Road
Gainesville, GA 30504

**Reference:** Narrative Regarding Rezoning Application to Planned Industrial Development
4212 Roy Parks Road, Gainsville, GA 30507 (the "Property")
Parcel ID No. 15024 000008

Dear Hall County Planning and Development:

Clean Eagle RNG LLC ("Clean Eagle") is a clean energy company that improves the local air quality and repurposes landfill gas to renewable natural gas ("RNG") to replace existing nonrenewable methane energy sources. Clean Eagle is an indirect majority-owned subsidiary of Archaea Energy Inc. ("Archaea"). Archaea is one of the largest RNG producers in the United States with an industry leading RNG platform and expertise in developing, constructing, and operating RNG facilities to capture waste emissions and convert them into low carbon fuel.

Landfill gas ("LFG") is generated at the Eagle Point Landfill located at 8870 Old Federal Road, Ball Ground, GA. The LFG will be treated to remove impurities and turned into RNG by Clean Eagle at its plant located at the Eagle Point Landfill (the "RNG Facility"). Certarus (USA) Ltd. ("Certarus") will then compress the pipeline quality RNG into compressed natural gas ("CNG") and truck the CNG from the RNG Facility to the Property, where it will be unloaded into the local Liberty Utilities Corp. ("Liberty") pipeline system. Clean Eagle has included an educational presentation on the RNG Facility and the Injection Facility as Exhibit A.

Clean Eagle is currently under contract with the ability to purchase the Property from the current owner, the Estate of Joyce Adams Roberts (the "Estate"). Faye Roberts Peck Pass, as Executor of the Estate (collectively, "Owner") has approved of this letter and the application discussed herein. Faye Roberts Peck Pass is the fee owner of the adjacent parcel to the east of the Property as well. Clean Eagle understands that the current use of approximately 7 acres of the Property is as a firearm shooting range with the remaining 15 acres forested unimproved real property.

Clean Eagle, with the approval of Owner, is applying for a rezoning of the Property from H-B and AR-IV to a Planned Industrial Development for the future development and use of the Property as a decanting station to inject RNG into the Liberty pipeline (the "Injection Facility"). The Injection Facility will be constructed, operated, and maintained by Certarus.[1]

The Injection Facility will deliver clean, renewable energy to the Gainesville area via the existing Liberty pipeline operating beneath the Property. The Injection Facility will process CNG from the Eagle Point Landfill, which will be trucked to the Property for decompression and injection into the Liberty pipeline.

[1] A link to the Certarus website can be found here: https://certarus.com

The development will be confined to the 6.63 acres depicted in the site plan, preserving the remaining 15.7 acres as forested and unimproved land with all setbacks consistent with the zoning requirements. The development ensures a buffer of approximately 1,000 feet from residential neighbors to the north, maintaining the rural character and natural beauty of the area, while minimizing any disturbance to its residential neighbors. The rezoning request is narrowly focused to ensure the Property remains dedicated to its intended use as an Injection Facility to load RNG into the Liberty pipeline system and unload natural gas from the Liberty pipeline system. Final site plans will prioritize preserving existing vegetation and wooded areas, and Clean Eagle will collaborate with the commission to enhance the area's greenery in line with Hall County's development plans. Attached as Exhibit C are 3D renderings of the proposed Injection Facility, illustrating the tree foliage that will surround it and serve as natural sound and visual buffers.

Below are some additional considerations for further discussion and consideration with respect to the development in connection with the application for rezoning:

- Noise Mitigation Efforts
    - Clean Eagle will conduct a baseline sound study to determine the existing ensure that the Injection Facility noise levels will remain below County thresholds and will take mitigating measures if needed to ensure the facility is compliant and a good neighbor.

    - A comprehensive noise study will be conducted during the detailed engineering phase. It will be on-site to determine the current baseline of noise and to assess the location of equipment receptacles and the direction of cooler fan emissions. The noise study will utilize sound level measurements and modeling techniques to evaluate potential noise impacts on surrounding areas. The objective of the noise study is to identify areas of concern and determine the effectiveness of existing noise mitigation measures. The results of the noise study will determine the noise mitigation plan.

    - Depending on the results of the noise study, Clean Eagle will implement engineering solutions to ensure that the Injection Facility is compliant with the County noise ordinances and Clean Eagle's good neighbor policy. The site entry will be built approximately 90 feet off of Roy Parks Road to reduce noise and light impacts. As noted above, the remaining 15.7 acres will be kept forested, which will act as a natural sound and light reduction barrier to the surrounding area. The access to the site will be moved to not interfere with driveway on the opposite side of Roy Parks Road.

    - We aim for each individual piece of equipment noise limit not to exceed 85 dBA @ 1 m (3 ft). Building walls and roof will include insulation and perforated liner to mitigate noise. Cooler fan motors will include variable frequency drive (VFD) to allow the fans to be slowed down to reduce noise if necessary.

- Odor
    - The RNG Facility located at Eagle Point Landfill strips all of the odor causing impurities out of the LFG as part of the RNG generation process. The impurities are incinerated at the

RNG Facility, which improves local air quality for residents. Note that because the methane is odorless by itself, Liberty must comply with natural gas odorization regulations established by the Department of Transportation ("DOT") or other applicable law for safety purposes. As such, DOT regulated additives may be added for injection and distribution into the Liberty pipeline system for regulatory compliance.

- Trucks and Traffic
  - Certarus will use high-capacity trailers (T450s) equipped with audible backup alarms for safety at the Property. During normal operations, we anticipate fewer than twenty (20) truck trips per day. However, during high demand periods caused by local utility pipeline outages, ruptures, or natural disasters, additional trucks may enter and exit the Property in connection with Certarus' loading operations to deliver compressed natural gas to affected customers and businesses.
  - As part of the project scope, Clean Eagle, will conduct a traffic impact study that will be consistent with the Gainesville Unified Land Development Code Chapter 9-22-4. The study should include data pertaining to existing traffic volume conditions, forecasted opening year traffic volume conditions with/without development, and forecasted design year traffic volume conditions with/without development.

- Adequate Lighting
  - To maintain the lighting within the 6.63 acres being utilized, the Injection Facility will utilize LED downward nonspill lights. The lighting plan will be confirmed once the final design of the site layout is completed during the detailed engineering phase. Tailoring light intensity and quantities to the specific site layout ensures optimal illumination while minimizing energy consumption and light pollution. Consideration will be given to various methods of mitigating light pollution, including the use of solar light switches, LED downlight fixtures, and wireless lighting controls. These devices can help regulate light levels based on ambient conditions, reducing unnecessary lighting output during nighttime hours and minimizing light pollution.

- Sanitary/Water Services
  - Per contact with the Hall County Engineer, Mr. Frank Hall, P.E., with the Hall County Community Development and Infrastructure, public sewer access is not available at the site. As such, Clean Eagle will coordinate and work with the Hall County Environmental Health department in order to evaluate the existing site conditions and develop the appropriate on-site sewage management system for the project.

  - No additional water services are anticipated as the existing service has sufficient supply resourced from the City of Gainesville.

- Signage & Fencing
  - All signage will be compliant with Chapter 17.420.060 of Hall County municipal code.

- The Injection Facility will have a chain link fence surrounding the facilities as depicted in the Site Plan and will include a green mesh as a visual mitigant on the fencing facing Roy Parks Road as depicted in the 3D renderings appended hereto.

- Anticipated Personnel Relating to the Use
  - 1 Regional Operations Manager
    - The Regional Operations Manager will be responsible for managing, mentoring, developing, and leading the operations and technical support teams at the Property.
  - 4 - 7 Regional Technicians
    - The position plays a key role in supporting operations while providing overall technical assistance to Certarus and its customers.
  - 12 – 20 Truck Drivers
    - This position is responsible for the safe transportation of RNG and CNG between the RNG Facility and Property, and between Certarus and its customer locations.

- Parking Spaces
  - Adequate parking spaces for personnel and operations will be provided. No public parking spaces will be provided.

- Access Location
  - The site will be accessed via the existing access drive located along Roy Parks Rd. The existing access drive will be upgraded to facilitate the anticipated traffic conditions for the project. In conjunction with upgrading the existing access drive, an additional access drive is to be constructed in order to provide safe and efficient traffic flows in and out of the proposed site as depicted in the site plan. The access drives are to be designed and constructed in accordance with Chapter 12, Hall County Code of Ordinances, current version, regulations and shall contain recommendations provided as part of the Traffic Impact Study (TIS) being prepared for the project. The access drives will be privately maintained.

- Alternative Locations
  - Clean Eagle, Certarus, and Liberty collaborated to identify the best location for the Injection Facility. Three other locations (two in Hall County and one in Bartow County) were considered, but these alternatives posed significant challenges, including greater earth disturbance, more tree clearing, and increased infrastructure requirements. Additionally, the Liberty pipeline system at these alternate locations was not equipped to handle the additional anticipated gas volumes, which would have necessitated extensive infrastructure upgrades by Liberty. Such upgrades would involve new pipeline right-of-ways, increased construction traffic, locations near high traffic roadways, and facilities that are highly visible from the street. In contrast, the proposed Injection Facility is strategically situated next to the Liberty pipeline, minimizing the infrastructure modifications needed. In addition, the proposed site is offset from the local roads, which gives opportunity to place greenery at the entrance to minimize visibility from the road.

- Conceptual Site Plan
    - The development of the property shall be controlled by the Conceptual Site Plan (the "Site Plan") attached as Exhibit B. The Site 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.

## REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County require the Applicant / Owner to raise Federal and State constitutional objections during the PID master plan application process. While the Applicant / Owner anticipate a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant / Owner will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant / Owner are unconstitutional in that they would destroy the Applicant's / Owner's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant / Owner is unconstitutional, illegal, null and void, constituting a taking of Applicant's / Owner's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant / Owner an economically viable use 7 of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's / Owner's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the PID zoning request would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant / Owner, to the extent such different conditions would have the effect of further restricting Applicant's / Owner's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth 8 hereinabove.

Applicant / Owner reserves all due process rights granted to them under O.C.G.A. 36-66-5.1. et. seq, to petition the courts for review of a local government's exercise of zoning, administrative, or quasi-judicial powers, as set fourth in those code sections and statutes.

Clean Eagle appreciates your review and consideration by approving this requested rezoning to PID from the existing H-B and AR-IV. If you have any questions about this zoning application, please reach out to Steven P. Gilliam, Attorney at (770) 536-3381 or sgilliam@sgwmfirm.com. For any technical questions, please do not hesitate to contact Ryan Aubuchon at (314) 304-7922 or raubuchon@archaea.energy.

Sincerely,

Steven P. Gilliam
Attorney

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

Beth Garmon

Director of Planning and Zoning

Hall County, Georgia

bgarmon@hallcounty.org

**RE: HZON24-0036 Clean Eagle RNG, LLC – 4212 Roy Parks Road – Rezone to PID**

Dear Beth,

The Clean Eagle RNG, LLC team and I appreciate your advice and assistance on the above-mentioned rezoning application. As discussed on Monday, December 16, 2024, this letter is to request that the Clean Eagle, RNG, LLC rezoning application currently scheduled for the December 16, 2024, Planning Commission Hearing date, be tabled to the Planning Commission Hearing scheduled for Tuesday, January 21, 2025, with the coinciding Hall County Board of Commissioners Public Hearing on Thursday, February 27, 2025.

Please let me know if you need anything further to allow for the rescheduling. Thank you for your consideration.

With cordial regards, I remain,

Sincerely,

Steven P. Gilliam

Cc: Lauren Rowe ([redacted])
Ryan Aubuchon ([redacted])
Tyler Henson ([redacted])
Mel Lara ([redacted])
Brian Thompson ([redacted])
Kyle Ross ([redacted])

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

In Your Community. In Your Corner.

Hall County – Planned Industrial Development Conditions

1. The property shall be developed in accordance with the Conceptual Ssite Pplan (the "Plan") and as described in the project narrative and other application documents, modified as necessary for compliance with conditions herein and development standards enforced at the time of Ssite Pplan approval. The development shall be controlled by the Plan attached to the Narrative. The Plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use or reduce any established exterior buffers or setbacks.

2. ~~Accoustical~~Acoustical sound walls must be installed as part of the facility. These walls will be constructed according to the scenario outlined in Exhibit B of the application documents within the Noise Mitigation Study by Behrens and Associates, Inc.

3. Within Hall County, truck traffic on Highway 53 will be limited to that section between McEver Road and the Hall/Forsyth county line, and during normal operations, trucks must utilize I-985 to travel from Highway 53/Mundy Mill Road and GA-60/Candler Road. Trucks may be rerouted onto approved hazmat routes during abnormal operating conditions caused by natural disasters, weather, construction, or other incidents that cause the approved trucking route to be impassable.

4. The facility will be responsible for limiting truck traffic/access to and from Roy Parks Road via GA-60 (Candler Road) only.

5. ~~The facility will be responsible for limiting truck traffic during school hours in the area~~. No ~~trucks~~ trailers may be entering or leaving the facility during the hours of 6:45-7:45 am and 2:45-4:00 pm, Monday through Friday unless due to abnormal operating conditions caused by natural disasters, construction, or other incidents that cause delays beyond the facility's control~~.~~.

6. The facility driveway must meet all traffic engineering requirements of both Hall County Engineering and the Georgia Department of Transportation.

7. To provide additional screening of the site, green mesh fabric must be installed on the fencing adjacent to Roy Parks Road.

8. A 50 foot frontage strip must remain undisturbed, with the exception of those areas cleared in order to construct access to the facility. Where necessary, additional plantings will be installed to provide adequate screening of the site. Final review of the landscape plan shall be subject to the approval of the Director of Planning and Zoning, or their designee.

9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official code of Hall

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**Commented [LV1]:** The staff report indicated that a 20-foot buffer along the east side of the development does not meet the 50-foot side setback requirement under 17.260.020.B.4. However, under Section 6.1.6D of the 11/14/24 draft of the Unified Development Code, this setback requirement is not imposed, and instead, those for I-1 apply (20 foot setback for side yards). "The development controls for the district must be detailed, including lot coverage, setbacks, building heights, and lot sizes. If standards are not specifically proposed, then the applicable standards in the **Light Industrial (I-1) district in Sec. 5.5,** including screening and buffer requirements, apply."

County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

10. All conditions of zoning shall be made a part of any plats or construction plans ~~created for the subdivision~~that are required for permitting purposes.

**Commented [LV2]:** We are not subdividing the parcel in connection with the rezoning efforts.

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

January 16, 2025

Hall County Planning and Development Department
2875 Browns Bridge Road
Gainesville, GA 30504

**Reference:** Narrative Regarding Rezoning Application to Planned Industrial Development
4212 Roy Parks Road, Gainsville, GA 30507 (the "Property")
Parcel ID No. 15024 000008

Dear Hall County Planning and Development:

On September 20, 2024, Clean Eagle RNG LLC ("Clean Eagle") submitted its application to rezone the Property from H-B and AR-IV to a Planned Industrial Development for the development and use of the Property as an unloading/loading facility to inject renewable natural gas into and take natural gas from the Liberty pipeline system (the "Injection Facility").

The rezoning application was initially scheduled for the November 18th Planning Commission Hearing. Following discussions with the County and Commissioners, it was agreed to table the application to the December 16th hearing date to work on a proposed trucking route that addressed the County's traffic concerns. Thereafter, a mutually agreed-upon route was developed, which restricted truck traffic on Highway 53 to the segment between McEver Road and the Hall/Forsyth County line, and on I-985 from Highway 53/Mundy Mill Road to GA-60/Candler Road. While Clean Eagle was prepared to present its application at the December 16th Planning Commission Hearing date, a question arose as to a quorum to be able to progress the application forward. The rezoning application was subsequently tabled to the Planning Commission Hearing scheduled for Tuesday, January 21, 2025.

During the rezoning process period, Hall County adopted a new Unified Development Code ("2024 UDC") on November 14, 2024. The County has applied the 2024 UDC standards to Clean Eagle's rezoning application in the Staff Report issued on January 9, 2025, including those outlined in Section 7.6.9.E regarding a Waste-related Energy Recovery facility. However, **Clean Eagle recommends that the Unified Development Code in effect on the date of its application be applied to the rezoning of the Property, as it more closely aligns with the County's Comprehensive Plan designation of "Rural Scenic Nodes and Corridors".** Attached as Exhibit A is a preliminary site plan that applies the 200-foot setback requirements of Section 7.6.9.E of the 2024 UDC. This initially results in:

- An additional 2.84 acres that will be included in the development (6.63 acres versus 9.47 acres)
- At least an additional 3.19 acres of tree clearing (3.07 acres versus 4.32-6.26 acres)
- Instead of 55' buffer from LOD to Stream the LOD will be encroaching on the stream buffer. Limits of grading from stream to buffer will drop from 136' to 29'.
- One CNG fill station had to be removed to accommodate the new UDC setback requirements as well as avoid impact to the stream. This results in less trucks available to support loading operations to service affected customers and businesses in the event of local outages.

The original site plan better aligns with the intent of the 2024 UDC and Comprehensive Plan. It minimizes the environmental impact and preserves the existing forested, unimproved land, as shown in the 3D renderings in the application. The original site design also provides a larger natural buffer between the neighboring properties and Roy Parks Road, preserving the rural character of the area.

If it is recommended by the Board of Commissioners that the 2024 UDC apply to the rezoning application, the provisions of Section 7.6.9E would not apply to the Property. The Injection Facility does not process or convert landfill gas; this occurs at a separate facility in Forsyth County, Georgia. Clean renewable pipeline specification quality natural gas is then trucked from the Forsyth facility to the Property, where it is offloaded and injected into the Liberty pipeline. No filtration, processing, combustion, gasification, or landfill gas recovery takes place on the Property. Therefore, the rezoning should be treated as a Planned Industrial Development with the applicable standards in the Light Industrial (I-1) district applying.

Sincerely,

Steven P. Gilliam
Attorney

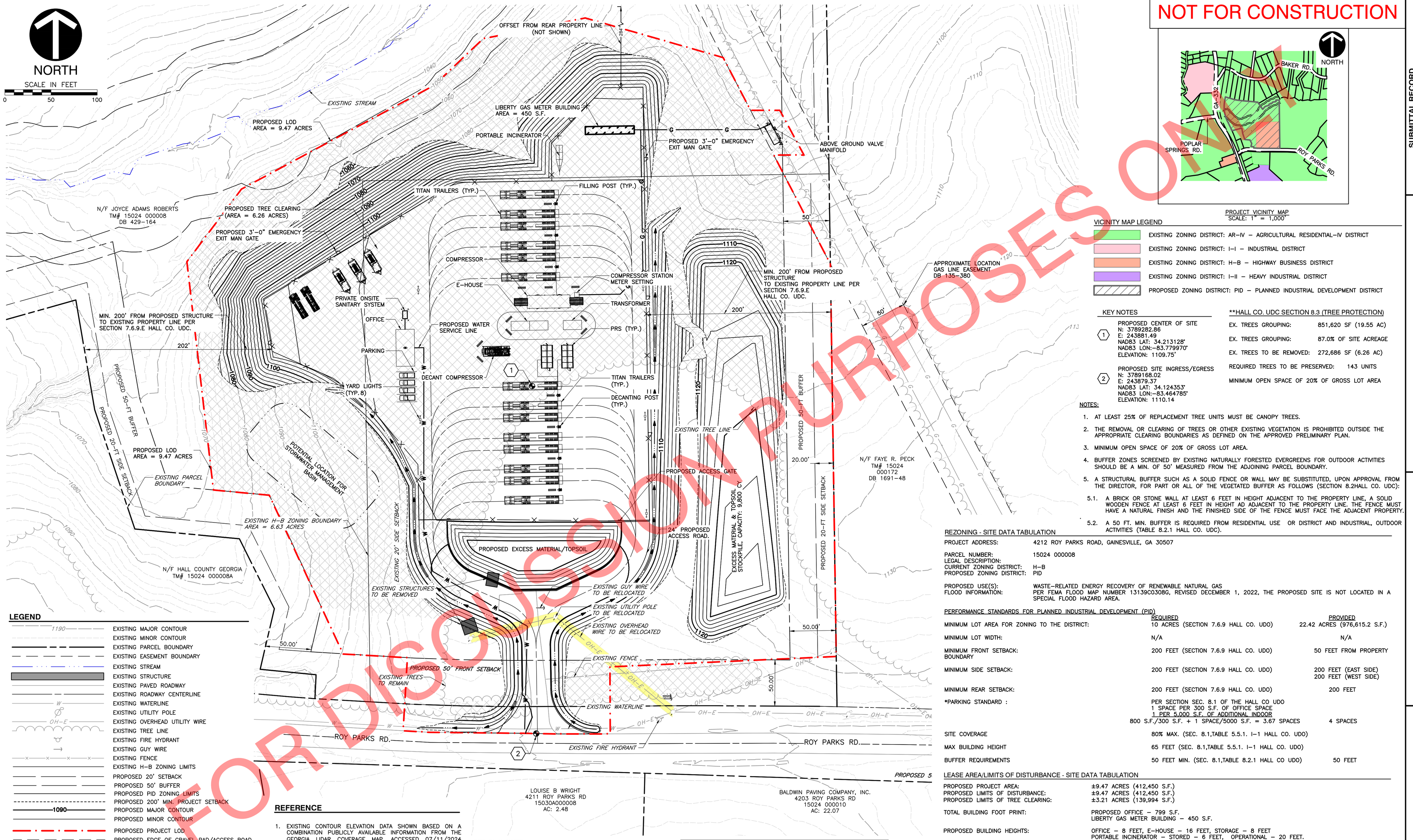
Exhibit A

Preliminary Site Plan for Section 7.6.9E of the 2024 UDC[1]

[1] Note this is for discussion purposes only. In addition to finalizing this site plan, the sound study would need to be updated to address the new layout to determine the location for the proposed acoustical sound walls.

01.21.2025 - Item 3

NOT FOR CONSTRUCTION







PROJECT VICINITY MAP
SCALE: 1" = 1,000'

VICINITY MAP LEGEND

- EXISTING ZONING DISTRICT: AR-IV – AGRICULTURAL RESIDENTIAL-IV DISTRICT
- EXISTING ZONING DISTRICT: I-I – INDUSTRIAL DISTRICT
- EXISTING ZONING DISTRICT: H-B – HIGHWAY BUSINESS DISTRICT
- EXISTING ZONING DISTRICT: I-II – HEAVY INDUSTRIAL DISTRICT
- PROPOSED ZONING DISTRICT: PID – PLANNED INDUSTRIAL DEVELOPMENT DISTRICT

KEY NOTES

1. PROPOSED CENTER OF SITE
   N: 3789282.86
   E: 243881.49
   NAD83 LAT: 34.213128°
   NAD83 LON: -83.779970°
   ELEVATION: 1109.75'
2. PROPOSED SITE INGRESS/EGRESS
   N: 3789168.02
   E: 243879.37
   NAD83 LAT: 34.124353°
   NAD83 LON: -83.464785°
   ELEVATION: 1110.14

**HALL CO. UDC SECTION 8.3 (TREE PROTECTION)

| | |
|---|---|
| EX. TREES GROUPING: | 851,620 SF (19.55 AC) |
| EX. TREES GROUPING: | 87.0% OF SITE ACREAGE |
| EX. TREES TO BE REMOVED: | 272,686 SF (6.26 AC) |
| REQUIRED TREES TO BE PRESERVED: | 143 UNITS |
| MINIMUM OPEN SPACE OF 20% OF GROSS LOT AREA | |

NOTES:

1. AT LEAST 25% OF REPLACEMENT TREE UNITS MUST BE CANOPY TREES.
2. THE REMOVAL OR CLEARING OF TREES OR OTHER EXISTING VEGETATION IS PROHIBITED OUTSIDE THE APPROPRIATE CLEARING BOUNDARIES AS DEFINED ON THE APPROVED PRELIMINARY PLAN.
3. MINIMUM OPEN SPACE OF 20% OF GROSS LOT AREA.
4. BUFFER ZONES SCREENED BY EXISTING NATURALLY FORESTED EVERGREENS FOR OUTDOOR ACTIVITIES SHOULD BE A MIN. OF 50' MEASURED FROM THE ADJOINING PARCEL BOUNDARY.
5. A STRUCTURAL BUFFER SUCH AS A SOLID FENCE OR WALL MAY BE SUBSTITUTED, UPON APPROVAL FROM THE DIRECTOR, FOR PART OR ALL OF THE VEGETATED BUFFER AS FOLLOWS (SECTION 8.2HALL CO. UDC):
   - 5.1. A BRICK OR STONE WALL AT LEAST 6 FEET IN HEIGHT ADJACENT TO THE PROPERTY LINE, A SOLID WOODEN FENCE AT LEAST 6 FEET IN HEIGHT AD ADJACENT TO THE PROPERTY LINE. THE FENCE MUST HAVE A NATURAL FINISH AND THE FINISHED SIDE OF THE FENCE MUST FACE THE ADJACENT PROPERTY.
   - 5.2. A 50 FT. MIN. BUFFER IS REQUIRED FROM RESIDENTIAL USE OR DISTRICT AND INDUSTRIAL, OUTDOOR ACTIVITIES (TABLE 8.2.1 HALL CO. UDC).

REZONING - SITE DATA TABULATION

PROJECT ADDRESS: 4212 ROY PARKS ROAD, GAINESVILLE, GA 30507

PARCEL NUMBER: 15024 000008
LEGAL DESCRIPTION:
CURRENT ZONING DISTRICT: H-B
PROPOSED ZONING DISTRICT: PID

PROPOSED USE(S): WASTE-RELATED ENERGY RECOVERY OF RENEWABLE NATURAL GAS
FLOOD INFORMATION: PER FEMA FLOOD MAP NUMBER 13139C0308G, REVISED DECEMBER 1, 2022, THE PROPOSED SITE IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

PERFORMANCE STANDARDS FOR PLANNED INDUSTRIAL DEVELOPMENT (PID)

| | REQUIRED | PROVIDED |
|---|---|---|
| MINIMUM LOT AREA FOR ZONING TO THE DISTRICT: | 10 ACRES (SECTION 7.6.9 HALL CO. UDO) | 22.42 ACRES (976,615.2 S.F.) |
| MINIMUM LOT WIDTH: | N/A | N/A |
| MINIMUM FRONT SETBACK: BOUNDARY | 200 FEET (SECTION 7.6.9 HALL CO. UDO) | 50 FEET FROM PROPERTY |
| MINIMUM SIDE SETBACK: | 200 FEET (SECTION 7.6.9 HALL CO. UDO) | 200 FEET (EAST SIDE) 200 FEET (WEST SIDE) |
| MINIMUM REAR SETBACK: | 200 FEET (SECTION 7.6.9 HALL CO. UDO) | 200 FEET |
| *PARKING STANDARD : | PER SECTION SEC. 8.1 OF THE HALL CO UDO 1 SPACE PER 300 S.F. OF OFFICE SPACE 1 PER 5,000 S.F. OF ADDITIONAL INDOOR 800 S.F./300 S.F. + 1 SPACE/5000 S.F. = 3.67 SPACES | 4 SPACES |
| SITE COVERAGE | 80% MAX. (SEC. 8.1,TABLE 5.5.1. I-1 HALL CO. UDO) | |
| MAX BUILDING HEIGHT | 65 FEET (SEC. 8.1,TABLE 5.5.1. I-1 HALL CO. UDO) | |
| BUFFER REQUIREMENTS | 50 FEET MIN. (SEC. 8.1,TABLE 8.2.1 HALL CO UDO) | 50 FEET |

LEASE AREA/LIMITS OF DISTURBANCE - SITE DATA TABULATION

| | |
|---|---|
| PROPOSED PROJECT AREA: | ±9.47 ACRES (412,450 S.F.) |
| PROPOSED LIMITS OF DISTURBANCE: | ±9.47 ACRES (412,450 S.F.) |
| PROPOSED LIMITS OF TREE CLEARING: | ±3.21 ACRES (139,994 S.F.) |
| TOTAL BUILDING FOOT PRINT: | PROPOSED OFFICE – 799 S.F.<br>LIBERTY GAS METER BUILDING – 450 S.F. |
| PROPOSED BUILDING HEIGHTS: | OFFICE – 8 FEET, E-HOUSE – 16 FEET, STORAGE – 8 FEET<br>PORTABLE INCINERATOR – STORED – 6 FEET, OPERATIONAL – 20 FEET. |
| NUMBER OF STORIES | 1 |
| EXISTING IMPERVIOUS AREA: | EXISTING CONCRETE PAD – 0.02 ACRES (1061 SF) = 0.22%<br>EXISTING STRUCTURES – 0.01 ACRES (410 SF) = 0.11%<br>TOTAL EXISTING IMPERVIOUS =0.03 ACRES (1471 SF) = 0.33% |
| PROPOSED IMPERVIOUS AREA: | PROPOSED PAD – 2.85 ACRES (124,244 SF) = 31.70%<br>PROPOSED ACCESS ROAD– 0.34 ACRES (15,200 SF) = 3.78%<br>TOTAL PROPOSED IMPERVIOUS = 3.19 ACRES (139,444 SF) = 35.48% |

** 8.1.1. A MAXIMUM OF 799 SQUARE FEET OF PROPOSED OFFICE SPACE IS TO BE DEVELOPED. UPON COMPLETION OF DEVELOPMENT, THE PROPERTY MUST HAVE A NUMBER OF TREES EQUIVALENT TO 15 UNITS PER ACRE OF DEVELOPMENT SITE.. THE DIAMETER OF A TREE'S TRUNK WILL BE MEASURED AND A VALUE ASSIGNED IN UNITS IN ACCORDANCE WITH TABLE 8.3.1 OF THE HALL CO. UDO.

AREA OF DEVELOPMENT – 9.47 ACRES (412,450 SF)
TREES TO BE PRESERVED – 9.47 ACRES X 15 UNITS/ ACRE
TOTAL =143 UNITS

LEGEND

- EXISTING MAJOR CONTOUR (1190)
- EXISTING MINOR CONTOUR
- EXISTING PARCEL BOUNDARY
- EXISTING EASEMENT BOUNDARY
- EXISTING STREAM
- EXISTING STRUCTURE
- EXISTING PAVED ROADWAY
- EXISTING ROADWAY CENTERLINE
- EXISTING WATERLINE (W)
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY WIRE (OH-E)
- EXISTING TREE LINE
- EXISTING FIRE HYDRANT
- EXISTING GUY WIRE
- EXISTING FENCE
- EXISTING H-B ZONING LIMITS
- PROPOSED 20' SETBACK
- PROPOSED 50' BUFFER
- PROPOSED PID ZONING LIMITS
- PROPOSED 200' MIN. PROJECT SETBACK
- PROPOSED MAJOR CONTOUR (1090)
- PROPOSED MINOR CONTOUR
- PROPOSED PROJECT LOD
- PROPOSED EDGE OF GRAVEL PAD/ACCESS ROAD
- PROPOSED DITCH
- PROPOSED ACCESS ROAD CENTERLINE
- PROPOSED TREE REMOVAL
- PROPOSED FENCE
- PROPOSED INDUSTRIAL BUFFER
- PROPOSED 6" GAS LINE (G)
- PROPOSED WATER SERVICE LINE (W)
- PROPOSED ACCESS GATE
- PROPOSED JERSEY BARRIER
- PROPOSED BASIN

REFERENCE

1. EXISTING CONTOUR ELEVATION DATA SHOWN BASED ON A COMBINATION PUBLICLY AVAILABLE INFORMATION FROM THE GEORGIA LIDAR COVERAGE MAP, ACCESSED 07/11/2024 AND FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.
2. EXISTING PLANIMETRIC INFORMATION BASED ON FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.
3. NORTHINGS, EASTINGS, LATITUDES, AND LONGITUDES ON THIS PLAN REFER TO LOCATIONS REFERENCING NSRS 2011 GEORGIA STATE PLANE WEST ZONE, US FOOT.
4. EXISTING PARCEL INFORMATION BASED ON FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.

SITE PLAN NOTES

1. ALL DISTURBED AREAS, INCLUDING SLOPES, SHALL HAVE PERMANENT VEGETATION ESTABLISHED PER THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, LATEST EDITION.
2. PROPOSED PLAN TO USE ON SITE SANITARY MANAGEMENT SYSTEM; NO EXISTING SEWER LINE WILL BE UTILIZED.
3. SITE TO BE REZONED FROM (H-B)-HIGH-BUSINESS TO (PID)-PLANNED INDUSTRIAL DEVELOPMENT.

CLEAN EAGLE INTERCONNECT – EARTHWORK VOLUMES

| DESCRIPTION | CUT (CY) | FILL (CY) | NET (CY) |
|---|---|---|---|
| INTERCONNECT PAD | 21,200 | 6,300 | 14,900 |
| 50' X 200' AREA | 0 | 4,900 | -4,900 |
| STORAGE AREA | 800 | 17,000 | -16,200 |
| ACCESS DRIVE | 6,600 | 100 | 6,500 |
| TOTAL | 28,600 | 28,300 | 300 |
| TOPSOIL | 9,500 | 0 | 9,500 |

EARTHWORK CALCULATIONS ASSUME A MINIMUM TOPSOIL DEPTH OF 15 INCHES, AND A MINIMUM STONE DEPTH OF 12 INCHES ON THE ACCESS ROAD AND PAD. EXCESS MATERIAL & TOPSOIL TO BE STOCKPILED ONSITE.

FOR DISCUSSION PURPOSES ONLY

SUBMITTAL RECORD

| NO | DATE | DESCRIPTION |
|---|---|---|

250 W. Old Wilson Bridge Road
Suite 250
Worthington, OH 43085
Ph: 614.540.6633
www.cecinc.com

Civil & Environmental Consultants, Inc.

CLEAN EAGLE INTERCONNECT
PROCESSING RNG FACILITY
ARCAHEA ENERGY OPERATING, LLC
GAINSVILLE, GA

PROPOSED SITE DEVELOPMENT PLAN

| | |
|---|---|
| DRAWN BY: | BJC |
| CHECKED BY: | JDF |
| DWG SCALE: | 1"=50' |
| PROJECT NO: | 343-262 |
| APPROVED BY: | DRAFT |
| DATE: | JANUARY 2025 |

DRAWING NO.: RZ-2

SHEET 1 OF 1

01.21.2025 Item 3

P:\340-000\343-262\-CAD\Dwg\CVD2 - Rezoning Drawings\343262-CVD2-Rezoning Documents_RZ2_20240108.dwg[ARIVOTI] LS(1/13/2025 - jhart) - LP: 1/16/2025 9:06 AM

Hall County – Planned Industrial Development Conditions

1. The property shall be developed in accordance with the Conceptual Ssite Pplan (the "Plan") and as described in the project narrative and other application documents, modified as necessary for compliance with conditions herein and development standards enforced at the time of Ssite Pplan approval. The development shall be controlled by the Plan attached to the Narrative. The Plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use or reduce any established exterior buffers or setbacks.

2. ~~Accoustical~~Acoustical sound walls must be installed as part of the facility. These walls will be constructed according to the scenario outlined in Exhibit B of the application documents within the Noise Mitigation Study by Behrens and Associates, Inc.

3. Within Hall County, truck traffic on Highway 53 will be limited to that section between McEver Road and the Hall/Forsyth county line, and during normal operations, trucks must utilize I-985 to travel from Highway 53/Mundy Mill Road and GA-60/Candler Road. Trucks may be rerouted onto approved hazmat routes during abnormal operating conditions caused by natural disasters, weather, construction, or other incidents that cause the approved trucking route to be impassable.

4. The facility will be responsible for limiting truck traffic/access to and from Roy Parks Road via GA-60 (Candler Road) only.

5. ~~The facility will be responsible for limiting truck traffic during school hours in the area~~. No ~~trucks~~ trailers may be entering or leaving the facility during the hours of 6:45-7:45 am and 2:45-4:00 pm, Monday through Friday unless due to abnormal operating conditions caused by natural disasters, construction, or other incidents that cause delays beyond the facility's control~~.~~.

6. The facility driveway must meet all traffic engineering requirements of both Hall County Engineering and the Georgia Department of Transportation.

7. To provide additional screening of the site, green mesh fabric must be installed on the fencing adjacent to Roy Parks Road.

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9. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official code of Hall

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County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

10. All conditions of zoning shall be made a part of any plats or construction plans ~~created for the subdivision~~that are required for permitting purposes.

**Commented [LV1]:** We are not subdividing the parcel in connection with the rezoning efforts.

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

November 22, 2024

Hall County Planning and Development Department
2875 Browns Bridge Road
Gainesville, GA 30504

**Reference:** Narrative Regarding Rezoning Application to Planned Industrial Development
4212 Roy Parks Road, Gainsville, GA 30507 (the "Property")
Parcel ID No. 15024 000008

Dear Hall County Planning and Development:

As a follow up to our preapplication meeting on November 5, 2024, Clean Eagle RNG LLC ("Clean Eagle") would like to provide additional details on (1) the selection of Liberty Utilities Corp. ("Liberty") to distribute the renewable natural gas ("RNG"), (2) the selection of this project site in Hall County, (3) the proposed noise mitigation efforts, and (4) the proposed trucking schedule. Unless otherwise defined herein, capitalized terms used herein will have the meanings ascribed to those terms in the Rezoning Narrative submitted with the initial application.

(1) Attached as Exhibit A is the Rextag map, which shows the main gas transmission lines near the RNG Facility. Clean Eagle used this map to identify potential pipeline connections for transporting the RNG produced at the Facility. Clean Eagle initially reached out to Southern Company (labeled as Atlanta Gas and Light on Exhibit A) for a permanent pipeline interconnect as this was the closest to the RNG Facility. Natural gas utilities need to conduct a detailed system capacity study before a new production source of natural gas is added to their existing natural gas pipeline. As a result of this study, Southern Company was not able to accept the full volume of RNG produced at the RNG Facility. The next closest pipelines considered were Liberty and Williams (labeled as Transco on Exhibit A).[1] Williams and Clean Eagle were unable to find a feasible location to inject into their system. The locations that were identified were farther away from the RNG Facility, unavailable for sale, within high residential areas, insufficient property sizes, and/or proposed significant land development challenges.

(2) Initially Liberty identified two potential locations to accept RNG from the RNG Facility: (1) 2578 – 2582 White Sulphur Road, Gainesville, GA, and (2) 766 Cleveland Hwy, Gainesville, GA. However, after Liberty conducted a detailed system study, these locations were not equipped to handle the anticipated RNG volumes and would require extensive pipeline upgrades. To avoid these infrastructure upgrades and the construction disruption to the neighboring community, Liberty concluded that Clean Eagle's injection point needed to be along their two main transmission lines. At that point, the Property was identified as the best location to accept Clean Eagle's RNG since the parcel was listed for sale, was adjacent to two Liberty transmission lines that had ample

[1] Note that the Renaissance pipeline pictured thereon was never constructed, nor are there any current plans to commence construction.

capacity to accept our RNG production, and did not face the same challenges at the locations listed above. In addition to the local hiring benefits detailed in the Narrative, the Injection Facility will utilize local contractors and subcontractors for the construction and continued operation thereof. Lastly, the Injection Facility will also support the local community by providing emergency compressed natural gas relief to customers and businesses in the event of a pipeline outage or natural disaster, ensuring a temporary supply until local utility services can be restored.

(3) Clean Eagle received a preliminary noise study prepared by Behrens and Associates, Inc. that demonstrates that without any noise mitigation the proposed project is slightly above the current ambient levels today for local residents. To further mitigate the potential noise impact in accordance with its good neighbor policy, Clean Eagle proposes to install the sound walls depicted on Exhibit B appended hereto. The noise mitigation measures will be confirmed once the final design of the site layout is completed during the detailed engineering phase.

(4) Certarus will limit truck traffic Monday through Friday from 6:45 - 7:45am and 2:25 - 4pm to align with school zone time frames and avoid high traffic times. Certarus will use this time for shift change, safety meetings, team updates and trainings, etc.

Sincerely,

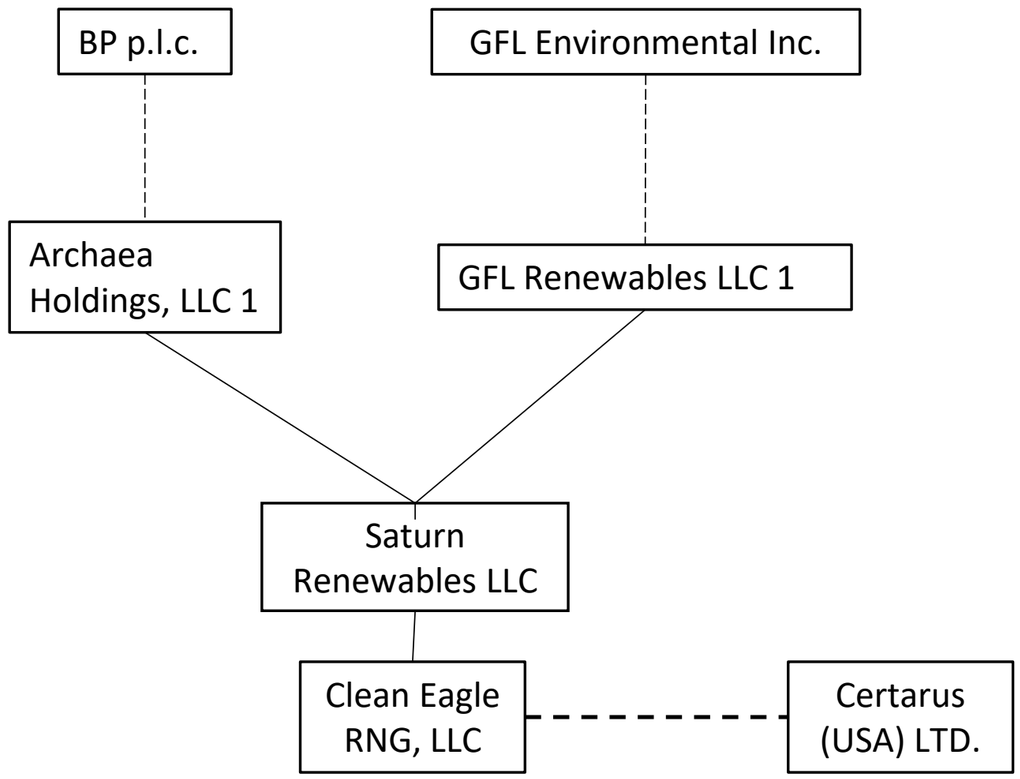
Steven P. Gilliam
Attorney

# Clean Eagle RNG, LLC

A Joint Venture between
Archaea Energy and GFL Environmental

# Introductions

*Saturn, Archaea, GFL, Certarus*

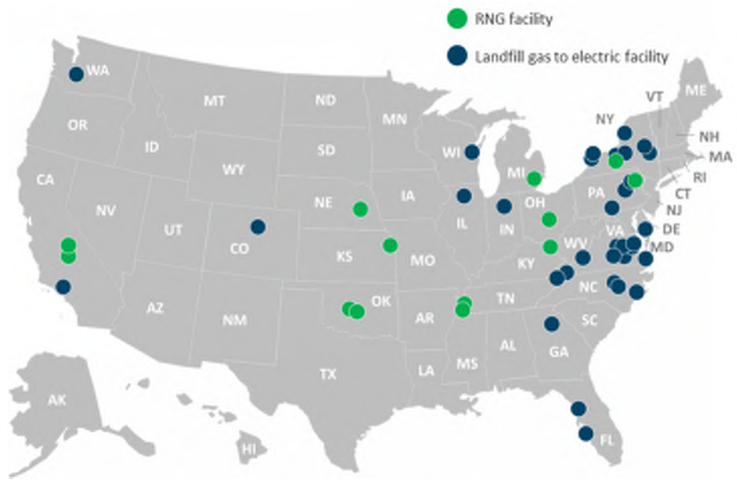



1. Archaea Holdings, LLC is an indirect wholly-owned subsidiary of bp, p.l.c. (NYSE: bp) and GFL Renewables LLC is an indirect wholly-owned subsidiary of GFL Environmental, Inc. (NYSE: GFL).
2. Clean Eagle RNG, LLC is registered to do business in Georgia and will own the property and operating equipment on the Subject Property.
3. Clean Eagle RNG, LLC is contracting with Certarus (USA) Ltd., who will be responsible for (1) the construction, operation, and maintenance of the facilities on the Subject Property in Hall County, and (2) the loading, unloading, and transportation of the RNG from Forsyth County to the Subject Property in Hall County. Certarus is also registered to do business in Georgia.

# Archaea Energy at a glance

- Largest RNG producer in the US – produced ~11 million mmbtus last year
- 50 sites online today; development pipeline of ~80 projects with feedstock for 80% secured; targeting 15% returns
- Expect to bring around ~15 plants online in both 2024 and 2025
- Standardization driving construction efficiency, cost reductions and accelerated pace of delivery
- bp – operational excellence and trading capabilities

Located in 32 states and growing




~ 50 operated sites across the US

## Video: The RNG Process

https://www.bp.com/en_us/united-states/home/news/features-and-highlights/how-bp-turns-landfill-waste-into-renewable-natural-gas.html

# Biogas process

Feedstock & Digestion Process | Biogas Production | Biogas Distribution | Biogas Demand | Transport Fuel Credits

## Forsyth County: RNG Facility

RNG is produced from various organic waste feedstocks.

**Gas Upgrading**

Biogas is processed and purified to become pipeline quality biomethane. Clean Eagle will compress to CNG and truck to local pipelines.

## Hall County: Decant and Interconnect Facility

**Natural Gas Pipelines**

Biogas is injected into & moved on natural gas pipelines.

**Transport**

**Voluntary**

**Utilities**

Biogas is compressed (bio-CNG) or liquefied (bio-LNG) and sold at fueling stations.

It can also be sold to voluntary buyers or utilities for use in heating, power generation, etc.

**North America**

- US Renewable Fuel Standard (RINs)
- California LCFS
- British Columbia LCFS

**Europe**

- GHGs (Germany)
- RTFCs (UK)

Environmental credits may incentivize voluntary participation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# Clean Eagle RNG, LLC Environmental and Social Impact

*LFG-to-RNG facilities produce considerable social and economic benefits while avoiding adverse environmental effects*

## Repurpose waste emissions into reliable fuel

LFG-to-RNG production facilities capture naturally occurring waste emissions and repurpose them into valuable, low carbon fuel that displaces the use of non-renewable resources to produce the same amount of energy.

## Health & safety benefits

When LFG is converted into RNG, various non-methane organic compounds are removed during gas treatment and upgrading processes.

## Regional & nationwide economic benefits

RNG facilities support neighboring industries (construction, engineering, equipment vendors, utilities) while typically employing local talent to run day-to-day operations.

Source: EPA Landfill Methane Outreach Program (“LMOP”).

# *Clean Eagle RNG, LLC Project Overview*

# Visual Example of Injection Facility

- **The below facility is an example of the Injection Facility that will be located at the Project Site in Hall County.**

# Project Overview

*This project is expected to deliver significant community benefits with minimal off-site impacts*

- **Safety is at the core of everything we do. The facilities are designed to industry standards and codes to be as safe as possible in its operation. We have extensive plans in place to comply with all local, state, and federal laws for the safety of the environment and the community during both the construction and operation of the facilities.**

- **Clean Eagle RNG, LLC ("Clean Eagle") will build a renewable natural gas facility on-site at the Eagle Point Landfill in Forsyth County (the "RNG Facility"). The landfill will collect landfill gas through a series of gas wells and pipes and, instead of only flaring it, will transport it to our RNG Facility.**

- **Due to the lack of local pipelines, Certarus will build a compressed natural gas (CNG) plant on the Eagle Point Landfill to compress the RNG and truck it to the Project Site to inject into the Liberty interconnect located in Hall County. Clean Eagle will manage truck traffic for CNG transportation to minimize any negative impacts. CNG trucking is already utilized as fuel for landfill trucks and the trucking of CNG is very similar to propane delivery to homes and businesses.**

- **Clean Eagle will also contract with Certarus to build and operate a CNG decant and interconnect facility in Hall County (the "Injection Facility"). Trucks will deliver CNG from the Eagle Point Landfill to Injection Facility and inject gas into the Liberty pipeline system.**

- **Clean Eagle will design, construct, and operate the RNG Facility. Certarus will design, construct, and operate the Injection Facility.**

- **Once the landfill gas reaches our RNG Facility, it is processed to remove any impurities and transform it into renewable natural gas ("RNG"). The RNG will then be trucked to the local Liberty interconnect to our customers, utility companies and corporations.**

- **The RNG Facility is expected to have the same annual environmental benefits as the carbon sequestered by approximately 1,170,547 acres of forests in the U.S. The project is expected to provide enough renewable natural gas in one year to heat 26,053 homes[1]. Numbers are from the EPA's Landfill Gas to Energy Benefits calculator.**

# Why This Site

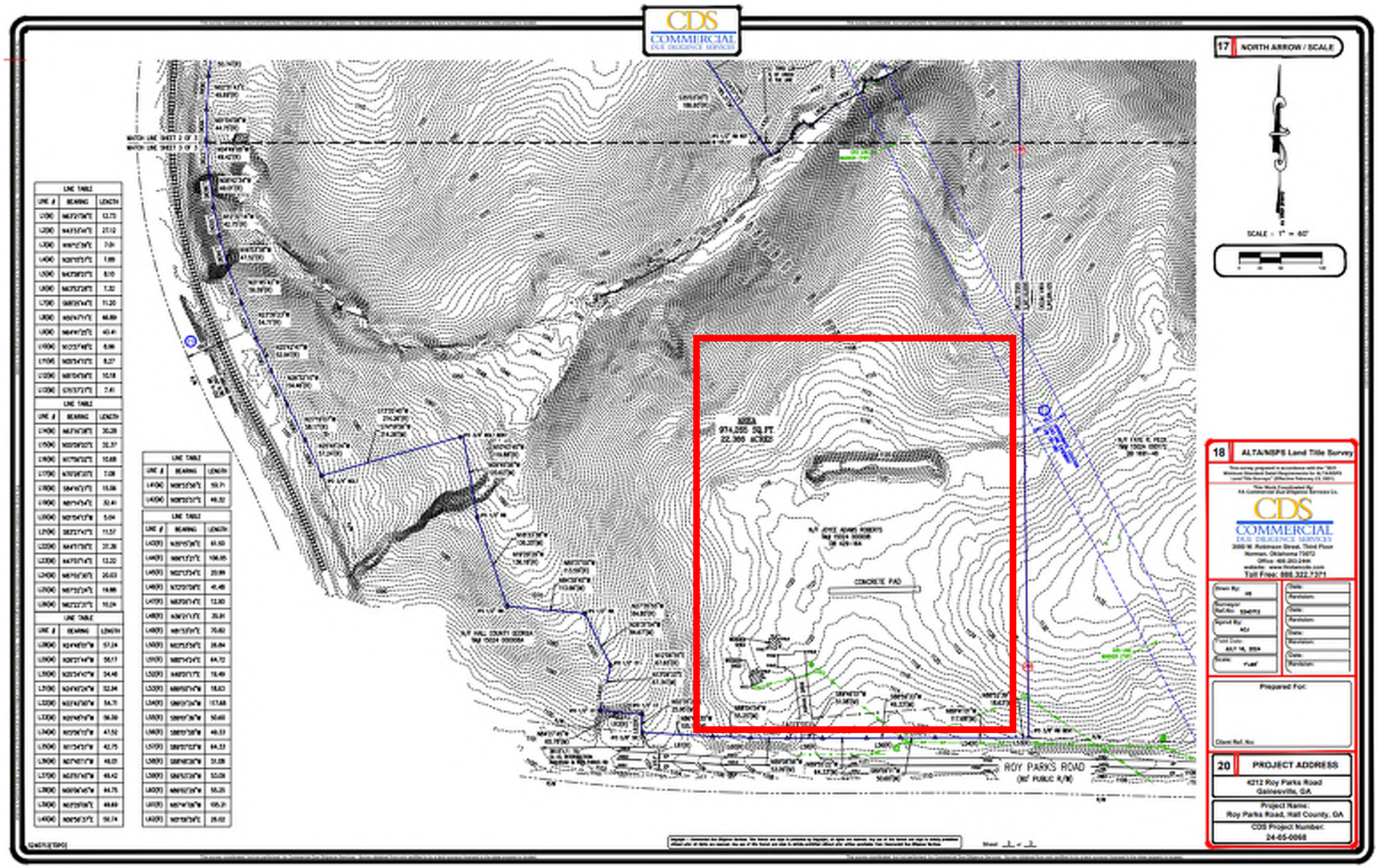
*4212 Roy Parks Rd, Gainesville, GA 30507*

- **Why Hall Co**
  - **Local pipeline systems near the RNG Facility did not have capacity for this volume of gas.**
  - **Liberty system is fed from tap in Athens and the end of the system is in Gainsville.**
  - **Liberty system is not sized for peak winter demand or future growth.**
    - **Liberty had to curtail industrial customers last week to ensure enough heating gas for homes was available.**
    - **Thermal heavy business is capped for future expansion.**
    - **Clean Eagle gas brings 1.4 BCF/yr of natural gas to the system near the end of the line with the largest amount of curtailed customers.**
  - **Clean Eagle will help to balance and add resilience to the Liberty Transmission system during peak winter days and further enable business growth for Gainsville.**
  - **During an emergency situation the ability to utilize the Certarus virtual pipeline would allow unreachable customers access to gas.**
- **Why this location on Liberty**
  - **3rd party system hydraulic study completed**
  - **First 2 locations on northern end of the system were on the Liberty Distribution system which did not have enough customers to consume the gas which would backpressure the Liberty System during the peak summer load.**
  - **Only place to inject is on the transmission system.**
  - **Consideration of locating site**
    - **Outside of heavily populated areas.**
    - **Adjacent to Liberty Gainsville Transmission line.**
    - **Minimize environmental impact.**
    - **Closest to the industrial user needs.**
    - **Minimizing trucking time on road for safety and economics.**

# Proposed Hall Co Project Site

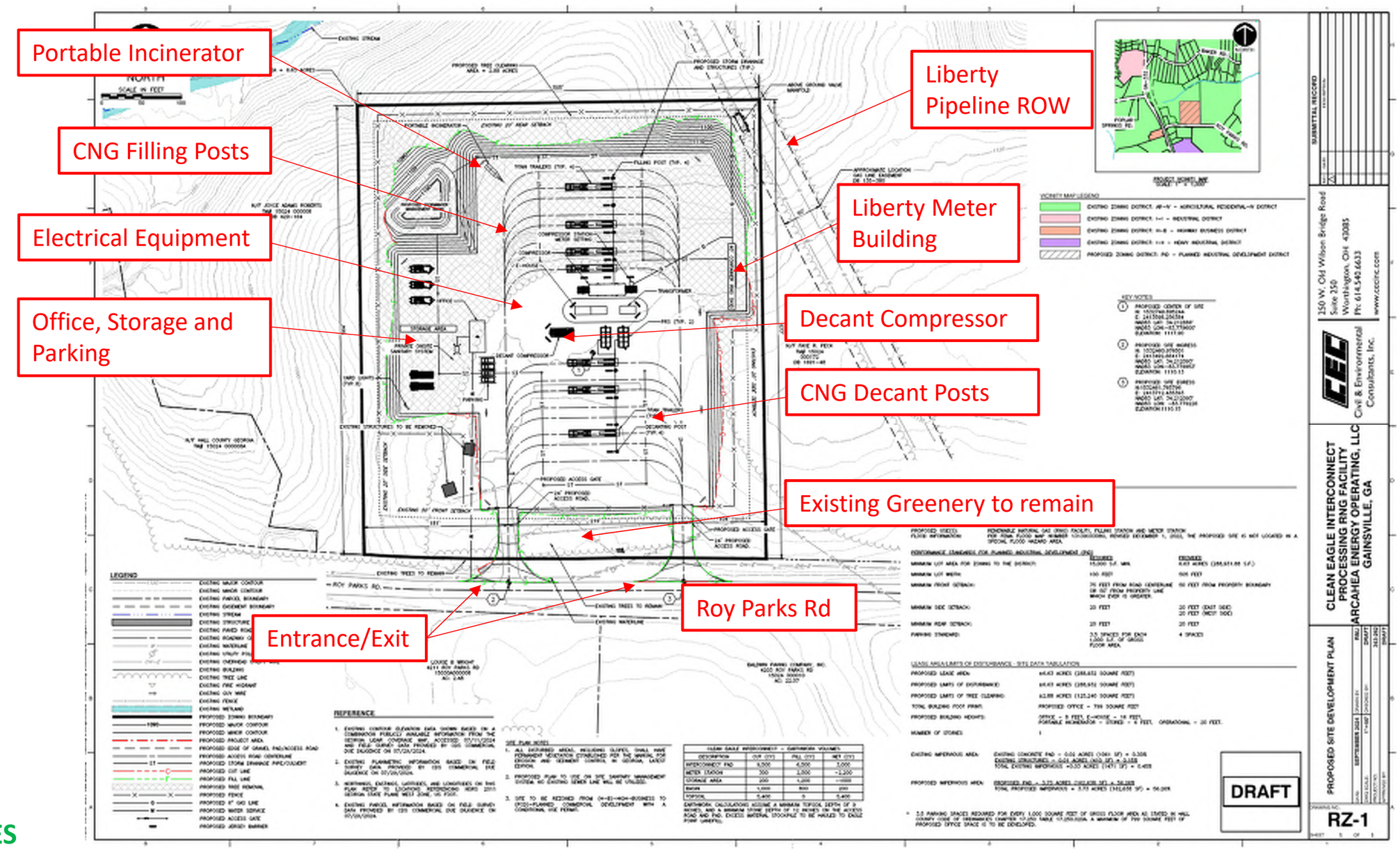
*4212 Roy Parks Rd, Gainesville, GA 30507*

- **Clean Eagle intends to purchase the full 22-acre property. However, the development will be confined to the 6.63 acres depicted below, preserving the remaining 15.7 acres as forested and unimproved land with all setbacks consistent with the zoning requirement.**


CDS
COMMERCIAL
DUE DILIGENCE SERVICES
17 NORTH ARROW / SCALE
SCALE = 1" = 60'
LINE TABLE
LINE # | BEARING | LENGTH
LINE TABLE
LINE # | BEARING | LENGTH
LINE TABLE
LINE # | BEARING | LENGTH

# Proposed Hall County Project Site

*4212 Roy Parks Rd, Gainesville, GA 30507*

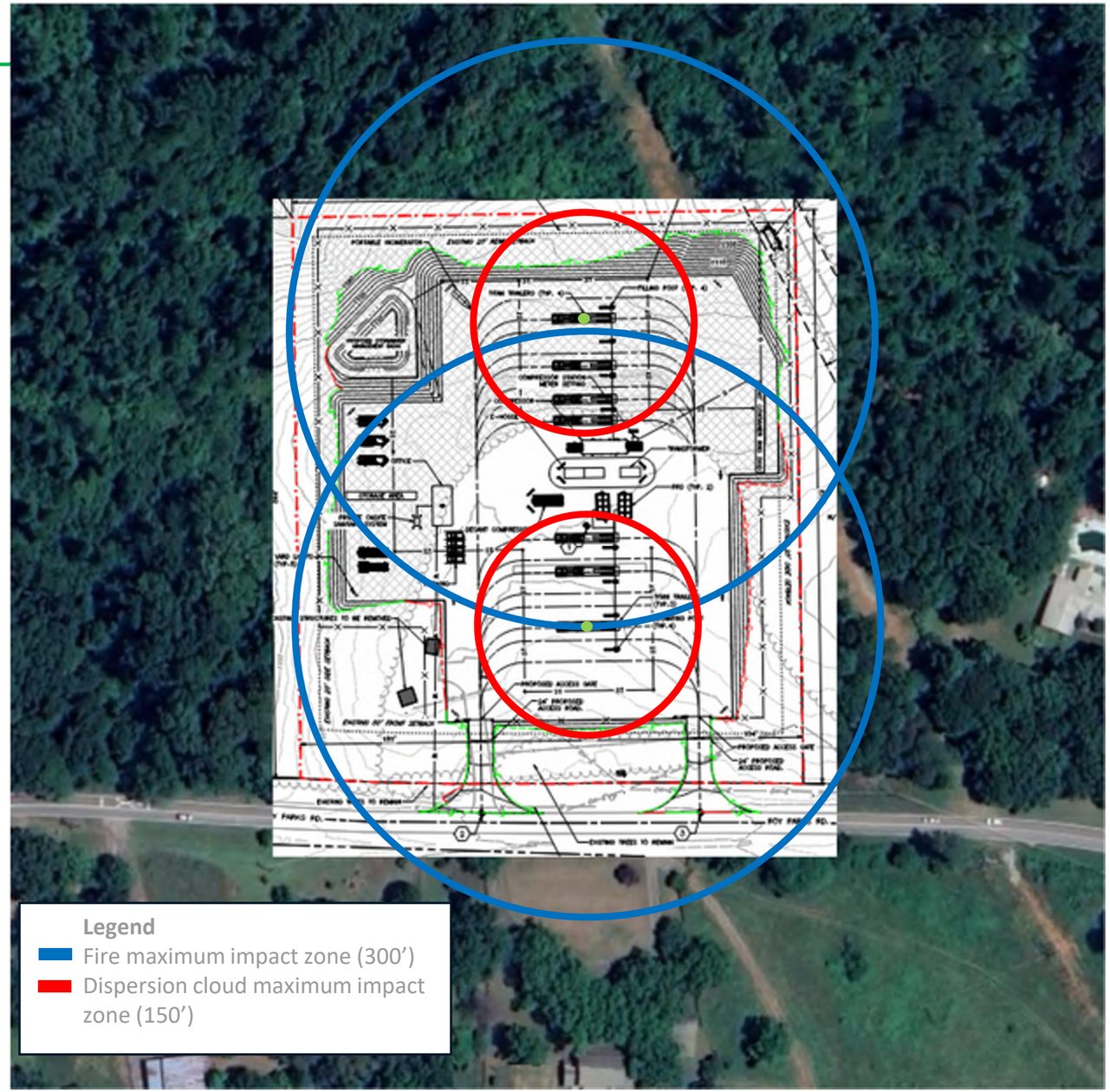



**SATURN RENEWABLES**

# Site Safety Review

*4212 Roy Parks Rd, Gainesville, GA 30507*

- **Consequence Modeling Study**
  - **Conducted for every site during detailed engineering.**
  - **Preliminary worst case fire and vent off scenarios modeled.**
  - **Utilizing API recommended practice for process safety.**
  - **School is 1300’ away and max modeled radius of exposure is 300’.**
  - **No homes are within the impact zones.**
- **Natural Gas (methane) is lighter than air and the trucks and facility is designed to vent gas to atmosphere to quickly dissipate and dilute the methane.**
- **Certarus has an emergency response plan that will be coordinated with local fire department. (Example shown in slides below)**

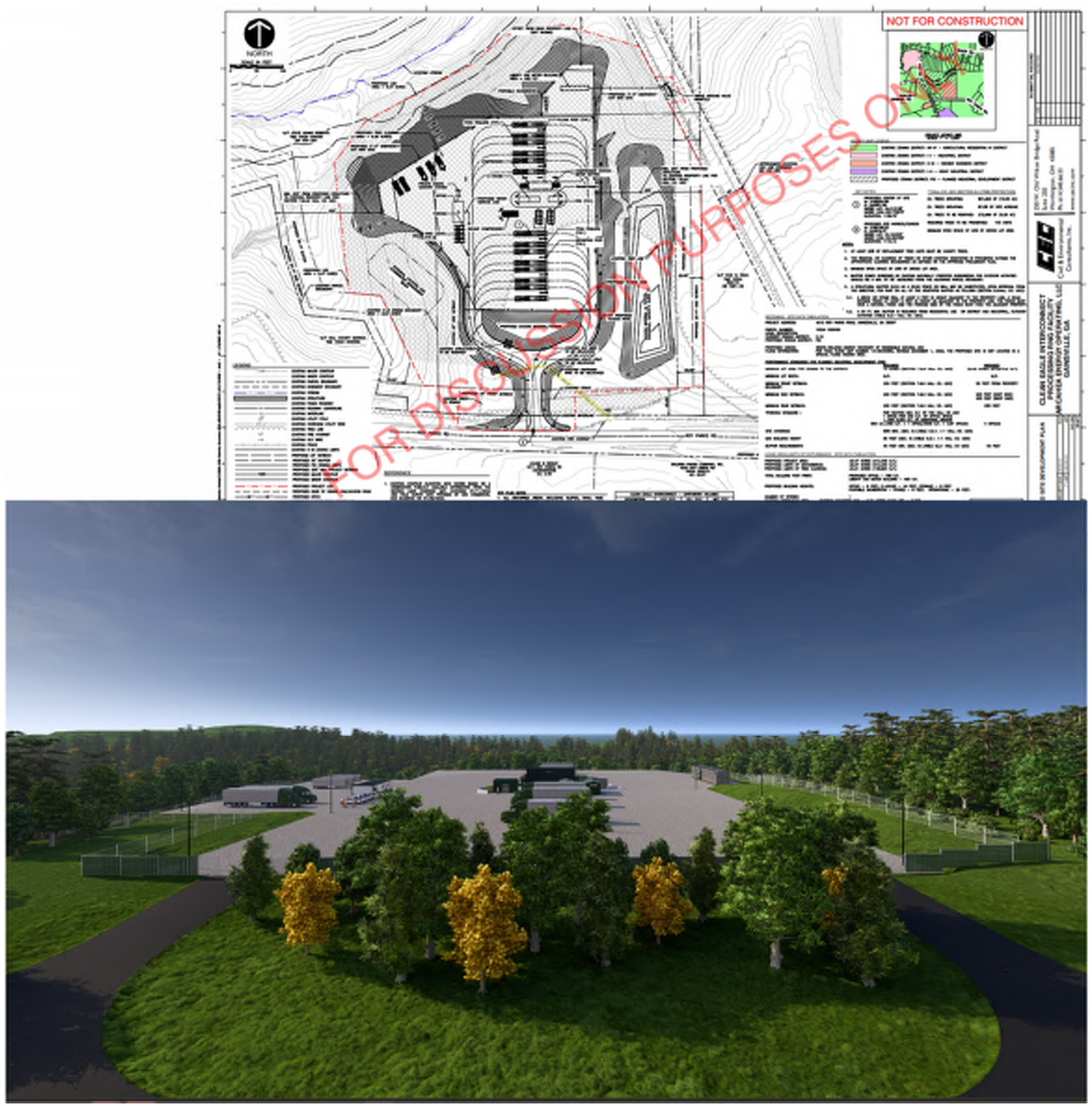



SATURN RENEWABLES

# Hall Co UDC Designation

*4212 Roy Parks Rd, Gainesville, GA 30507*

- **Planned Industrial Development vs Waste Related Energy Recovery Facility**
  - **Natural gas is already pipeline quality gas with no processing occurring onsite.**
  - **Believe Planned Industrial Development is more in line with County's Comprehensive Plan.**
  - **Facility is already hidden from sight.**
- **Impacts of Waste Related Energy Recover Facility**
  - **An additional 2.84 acres that will be included in the development (6.63 acres versus 9.47 acres)**
  - **At least an additional 3.19 acres of tree clearing (3.07 acres versus 4.32-6.26 acres)**
  - **Instead of 55' buffer from LOD to Stream the LOD will be encroaching on the stream buffer. Limits of grading from stream to buffer will drop from 136' to 29'.**
  - **One CNG fill station had to be removed to accommodate the new UDC setback requirements as well as avoid impact to the stream. This results in less trucks available to support loading operations to service affected customers and businesses in the event of local outage**




SATURN RENEWABLES

CERTARUS
Low Carbon Energy Solutions
CERTARUS
Low Carbon Energy Solutions
RNG Virtual Pipeline
Transportation Safety
October 2024

# Safety

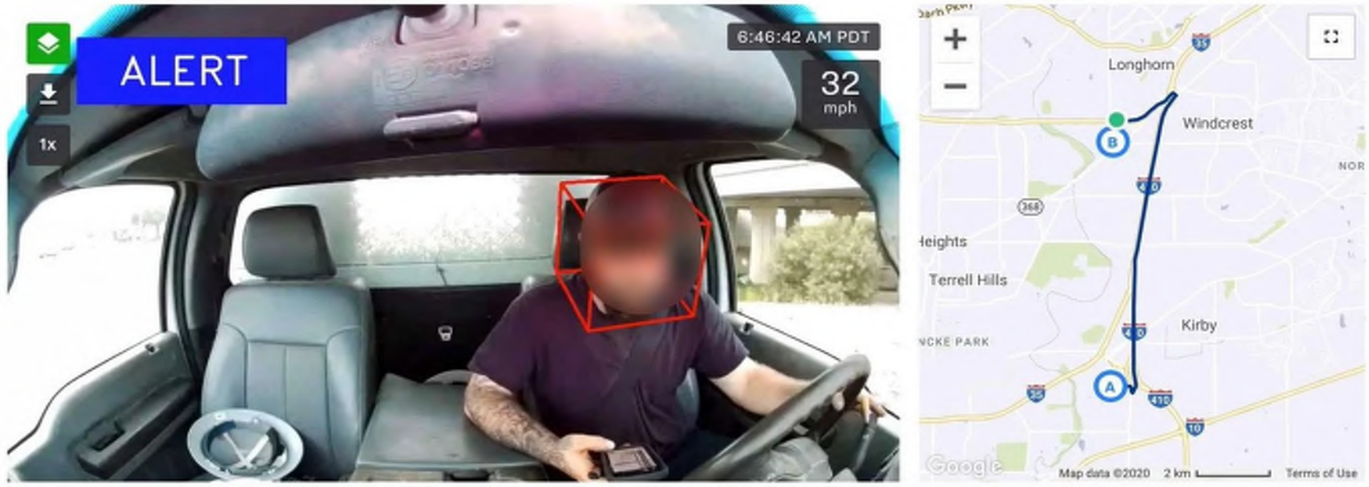
**Certarus maintains an industry leading safety record**

Through training, technology and regular communication, we foster a strong safety culture that empowers our people and protects our customers and communities.

CERTARUS

## Enhancing Fleet Safety

- In-vehicle monitoring (IVM) identifies behavioral trends and opportunities for coachable moments
- Collision avoidance technology provides real-time in cab alerts for potential hazards, including lane departure
- Driver performance grading system incentivizes good driving habits
- Real-time asset tracking enhances logistics, driver safety and fleet security.



## Driver Qualifications

- Valid CDL holders with endorsement “H” or endorsement “X” (Hazmat + Tank) and a clean driving record
- Driver compliance with all USDOT qualification and screening requirements
- Certarus requires a minimum of 2 years Hazmat driving experience
    - Local area drivers who meet qualifications are encouraged to apply.

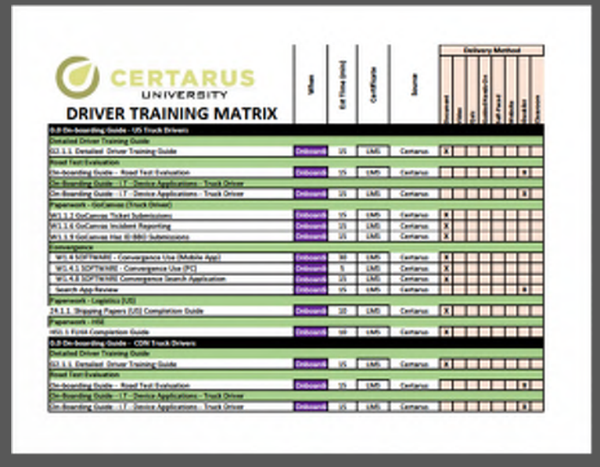
## Training Drivers Receive

- Certarus HSE Orientation and CNG/RNG Trailer Safety
- Smith System Defensive Driver training
- Certarus rollover prevention and advanced skills maneuver training

CERTARUS

## Certarus Industry Leading Training

- Certarus is proud to offer industry-leading training and onboarding requirements
- We combine classroom, hands on, and simulator training to get our drivers prepared for a variety of weather conditions and road hazards
    - Certarus owned and operated simulator can be configured to replicate various practical conditions such as dropped wheel, steer tire blowout or changes to center of gravity . Our trainers then test drivers' readiness with harsh winds, ice, and obstructions.


CERTARUS UNIVERSITY
DRIVER TRAINING MATRIX

# Leveraging Technology to Enhance Safety

| | | |
|---|---|---|
| In-Vehicle Monitoring of Driver | Dispatch Center Staffed 24/7 | Fire Protection System |
| Emergency Shut Down | Brake Interlock (Trailer Doors) | Passive over-pressure protection |
| Grounding and Bonding Equipment | Roll Stability Support via ABS | Smart Trailer Technology |

# Investment Into Asset Safety

## Inspections and Certifications

- DOT required inspection on brakes and chassis every 90 days
- Trailer cylinder and peak pressure device DOT recertification every 5 years
- Certarus ONLY
  - Trailer CNG component inspection every 90 – 120 days
  - Proprietary operations deck installed on all Titan trailers
  - Partnerships with Hexagon Agility and Quantum for continuous improvement around safety and reliability
  - All trailers equipped with Samsara, deflection plates, and electronic stability controls (ESC) on the chassis

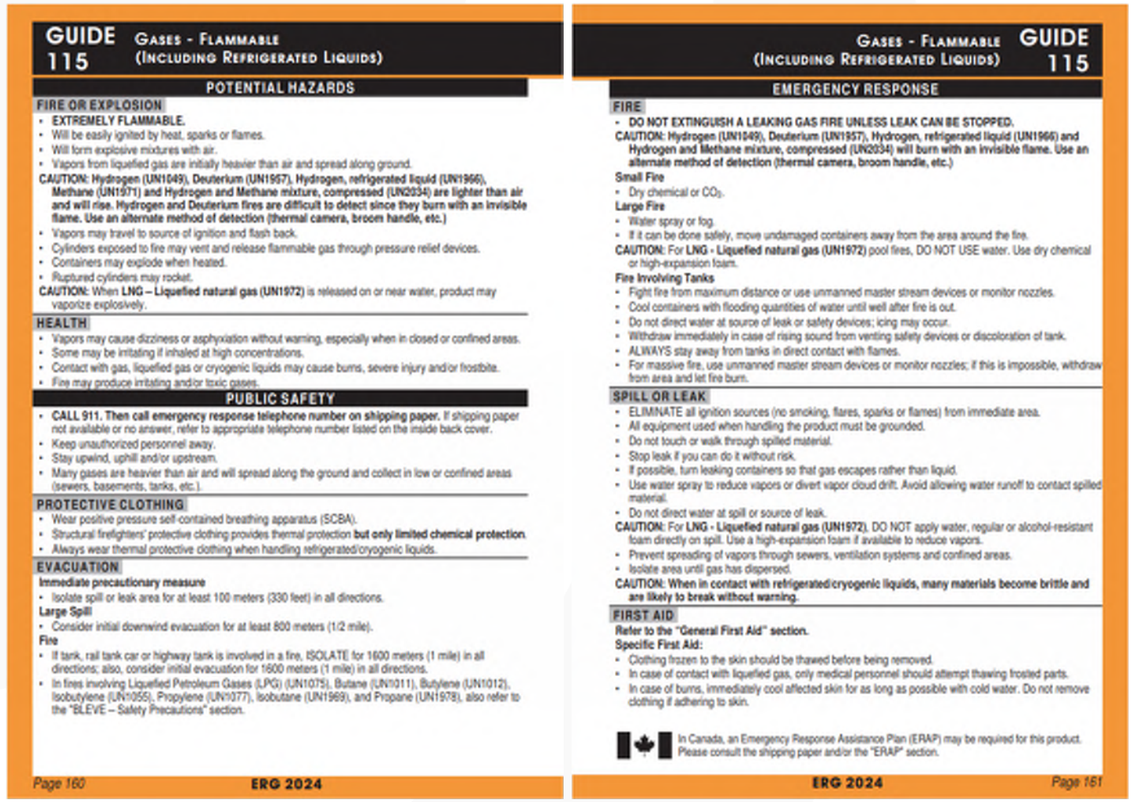
# Emergency Response Assistance Plan (ERAP)

## Vehicle Incident - Precautions for Natural Gas

- Notify Certarus as soon as it is safe to do so.
    - Certarus 24-Hour Emergency Number: **1-877-500-7761**
- Asset integrity - Certarus employee or designated person will inspect the trailer prior to moving.
- If trailer is damaged, contents will be offloaded to another trailer prior to removal.
- If fire or gas leak is present, secure the area.
    - Evacuate a large area around the CNG container:
        - One-mile (1.6km) radius for fires
        - Warning: Do not extinguish natural gas flames with a water or chemical fire extinguisher
        - To control fire, allow gas to burn until flame is completely exhausted (gas runs out)

## Additional Safety Precautions

- Certarus Emergency Response & Equipment Training
- Emergency First Responder Outreach



GUIDE 115 GASES - FLAMMABLE (INCLUDING REFRIGERATED LIQUIDS)

POTENTIAL HAZARDS

FIRE OR EXPLOSION
- EXTREMELY FLAMMABLE.
- Will be easily ignited by heat, sparks or flames.
- Will form explosive mixtures with air.
- Vapors from liquefied gas are initially heavier than air and spread along ground.

CAUTION: Hydrogen (UN1049), Deuterium (UN1957), Hydrogen, refrigerated liquid (UN1966), Methane (UN1971) and Hydrogen and Methane mixture, compressed (UN2034) are lighter than air and will rise. Hydrogen and Deuterium fires are difficult to detect since they burn with an invisible flame. Use an alternate method of detection (thermal camera, broom handle, etc.)
- Vapors may travel to source of ignition and flash back.
- Cylinders exposed to fire may vent and release flammable gas through pressure relief devices.
- Containers may explode when heated.
- Ruptured cylinders may rocket.

CAUTION: When LNG – Liquefied natural gas (UN1972) is released on or near water, product may vaporize explosively.

HEALTH
- Vapors may cause dizziness or asphyxiation without warning, especially when in closed or confined areas.
- Some may be irritating if inhaled at high concentrations.
- Contact with gas, liquefied gas or cryogenic liquids may cause burns, severe injury and/or frostbite.
- Fire may produce irritating and/or toxic gases.

PUBLIC SAFETY
- CALL 911. Then call emergency response telephone number on shipping paper. If shipping paper not available or no answer, refer to appropriate telephone number listed on the inside back cover.
- Keep unauthorized personnel away.
- Stay upwind, uphill and/or upstream.
- Many gases are heavier than air and will spread along the ground and collect in low or confined areas (sewers, basements, tanks, etc.).

PROTECTIVE CLOTHING
- Wear positive pressure self-contained breathing apparatus (SCBA).
- Structural firefighters' protective clothing provides thermal protection but only limited chemical protection.
- Always wear thermal protective clothing when handling refrigerated/cryogenic liquids.

EVACUATION

Immediate precautionary measure
- Isolate spill or leak area for at least 100 meters (330 feet) in all directions.

Large Spill
- Consider initial downwind evacuation for at least 800 meters (1/2 mile).

Fire
- If tank, rail tank car or highway tank is involved in a fire, ISOLATE for 1600 meters (1 mile) in all directions; also, consider initial evacuation for 1600 meters (1 mile) in all directions.
- In fires involving Liquefied Petroleum Gases (LPG) (UN1075), Butane (UN1011), Butylene (UN1012), Isobutylene (UN1055), Propylene (UN1077), Isobutane (UN1969), and Propane (UN1978), also refer to the "BLEVE – Safety Precautions" section.

Page 160 ERG 2024

GASES - FLAMMABLE (INCLUDING REFRIGERATED LIQUIDS) GUIDE 115

EMERGENCY RESPONSE

FIRE
- DO NOT EXTINGUISH A LEAKING GAS FIRE UNLESS LEAK CAN BE STOPPED.

CAUTION: Hydrogen (UN1049), Deuterium (UN1957), Hydrogen, refrigerated liquid (UN1966) and Hydrogen and Methane mixture, compressed (UN2034) will burn with an invisible flame. Use an alternate method of detection (thermal camera, broom handle, etc.)

Small Fire
- Dry chemical or $CO_2$.

Large Fire
- Water spray or fog.
- If it can be done safely, move undamaged containers away from the area around the fire.

CAUTION: For LNG - Liquefied natural gas (UN1972) pool fires, DO NOT USE water. Use dry chemical or high-expansion foam.

Fire Involving Tanks
- Fight fire from maximum distance or use unmanned master stream devices or monitor nozzles.
- Cool containers with flooding quantities of water until well after fire is out.
- Do not direct water at source of leak or safety devices; icing may occur.
- Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank.
- ALWAYS stay away from tanks in direct contact with flames.
- For massive fire, use unmanned master stream devices or monitor nozzles; if this is impossible, withdraw from area and let fire burn.

SPILL OR LEAK
- ELIMINATE all ignition sources (no smoking, flares, sparks or flames) from immediate area.
- All equipment used when handling the product must be grounded.
- Do not touch or walk through spilled material.
- Stop leak if you can do it without risk.
- If possible, turn leaking containers so that gas escapes rather than liquid.
- Use water spray to reduce vapors or divert vapor cloud drift. Avoid allowing water runoff to contact spilled material.
- Do not direct water at spill or source of leak.

CAUTION: For LNG - Liquefied natural gas (UN1972), DO NOT apply water, regular or alcohol-resistant foam directly on spill. Use a high-expansion foam if available to reduce vapors.
- Prevent spreading of vapors through sewers, ventilation systems and confined areas.
- Isolate area until gas has dispersed.

CAUTION: When in contact with refrigerated/cryogenic liquids, many materials become brittle and are likely to break without warning.

FIRST AID

Refer to the "General First Aid" section.

Specific First Aid:
- Clothing frozen to the skin should be thawed before being removed.
- In case of contact with liquefied gas, only medical personnel should attempt thawing frosted parts.
- In case of burns, immediately cool affected skin for as long as possible with cold water. Do not remove clothing if adhering to skin.

In Canada, an Emergency Response Assistance Plan (ERAP) may be required for this product. Please consult the shipping paper and/or the "ERAP" section.

ERG 2024 Page 161

# Site Emergency Response Plan (ERP)

## EMERGENCY PROCEDURES

### FIRE RESPONSE

**DO NOT ATTEMPT TO FIGHT A FIRE THAT HAS GROWN PAST THE INCIPIENT STAGE**

- Use airhorn to sound alarm and notify nearby personnel of fire.
- ESD equipment if safe to do so.
- Notify Fire Department (information listed below).
- Evacuate to a **minimum distance of 1/2 mile** (listed above).
- Remain at muster point until advised by Emergency Response personnel that the site is safe to re-enter.

### SITE EVACUATION

**ALL PERSONNEL MUST EVACUATE IN THE EVENT OF AN EMERGENCY**

- Use airhorn to sound alarm and notify nearby personnel of the emergency.
- Contact Emergency Services as needed.
- Assemble at Primary Muster Point or Secondary Muster Point (as appropriate).
- If site must be fully evacuated, proceeed to Muster Point designated by Regional Operations Manager.
- Remain at muster point until advised by Emergency Response personnel and/or Regional Operations Manager that site is safe.

### PERSONNEL ACCOUNTABILITY

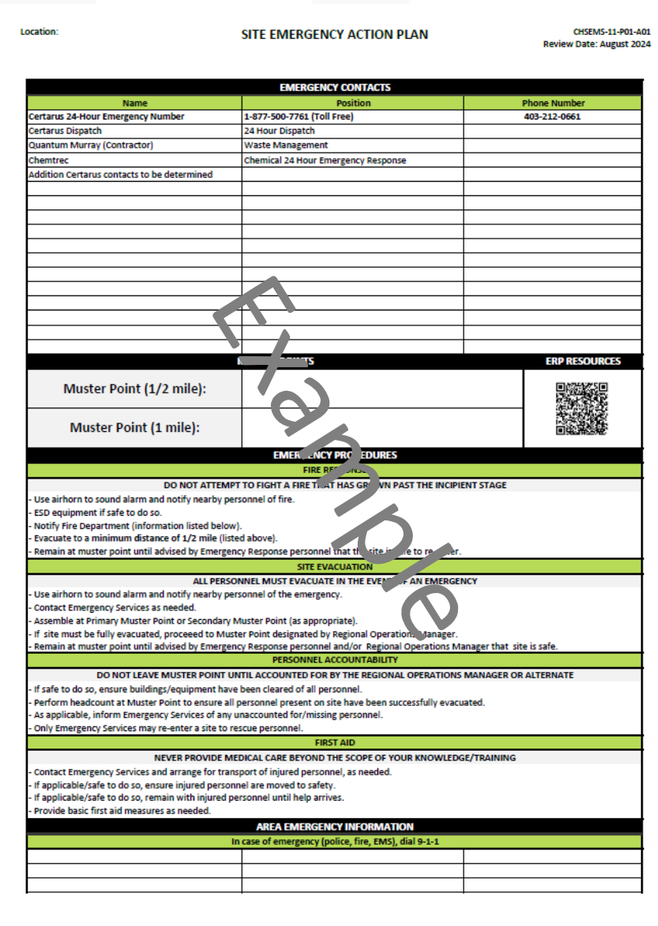
**DO NOT LEAVE MUSTER POINT UNTIL ACCOUNTED FOR BY THE REGIONAL OPERATIONS MANAGER OR ALTERNATE**

- If safe to do so, ensure buildings/equipment have been cleared of all personnel.
- Perform headcount at Muster Point to ensure all personnel present on site have been successfully evacuated.
- As applicable, inform Emergency Services of any unaccounted for/missing personnel.
- Only Emergency Services may re-enter a site to rescue personnel.

### FIRST AID

**NEVER PROVIDE MEDICAL CARE BEYOND THE SCOPE OF YOUR KNOWLEDGE/TRAINING**

- Contact Emergency Services and arrange for transport of injured personnel, as needed.
- If applicable/safe to do so, ensure injured personnel are moved to safety.
- If applicable/safe to do so, remain with injured personnel until help arrives.
- Provide basic first aid measures as needed.



Location:

SITE EMERGENCY ACTION PLAN

CHSEMS-11-P01-A01
Review Date: August 2024

**EMERGENCY CONTACTS**

| Name | Position | Phone Number |
|---|---|---|
| Certarus 24-Hour Emergency Number | 1-877-500-7761 (Toll Free) | 403-212-0661 |
| Certarus Dispatch | 24 Hour Dispatch | |
| Quantum Murray (Contractor) | Waste Management | |
| Chemtrec | Chemical 24 Hour Emergency Response | |
| Addition Certarus contacts to be determined | | |

| | | ERP RESOURCES |
|---|---|---|
| Muster Point (1/2 mile): | | |
| Muster Point (1 mile): | | |

**EMERGENCY PROCEDURES**

**FIRE RESPONSE**

DO NOT ATTEMPT TO FIGHT A FIRE THAT HAS GROWN PAST THE INCIPIENT STAGE

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- If applicable/safe to do so, remain with injured personnel until help arrives.
- Provide basic first aid measures as needed.

**AREA EMERGENCY INFORMATION**

In case of emergency (police, fire, EMS), dial 9-1-1

| | | |
|---|---|---|
| | | |
| | | |
| | | |

Site Address:

Site GPS:

Example

# Proposed Route

Proposed HAZMAT route to be vetted prior to dispatch

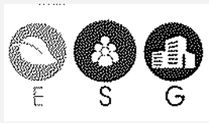
- Route hazard assessment conducted by Certarus personnel
- Drivers will be dispatched to site using only the approved HAZMAT route

# Recent RNG Partners

*"Certarus proved to be an excellent partner this last year with a great safety track record along with expertise in transporting and decompressing natural gas, making them the perfect partner for our projects"*

**- Chris Roach, President of Roeslein Alternative Energy**

## Macro



*Signed a multiyear contract to support multiple projects in Missouri*

*"Certarus' safety track record, as well as years of expertise in compressing, transporting, and decompressing natural gas, made them the perfect partner for this project."*

**- Scott Gramm, Manager of Renewable Natural Gas supply with FortisBC**

## Target

***FortisBC 30BY30 target which is a goal to have 15 per cent of their natural gas supply be carbon neutral by 2030***

*First RNG project in Canada*

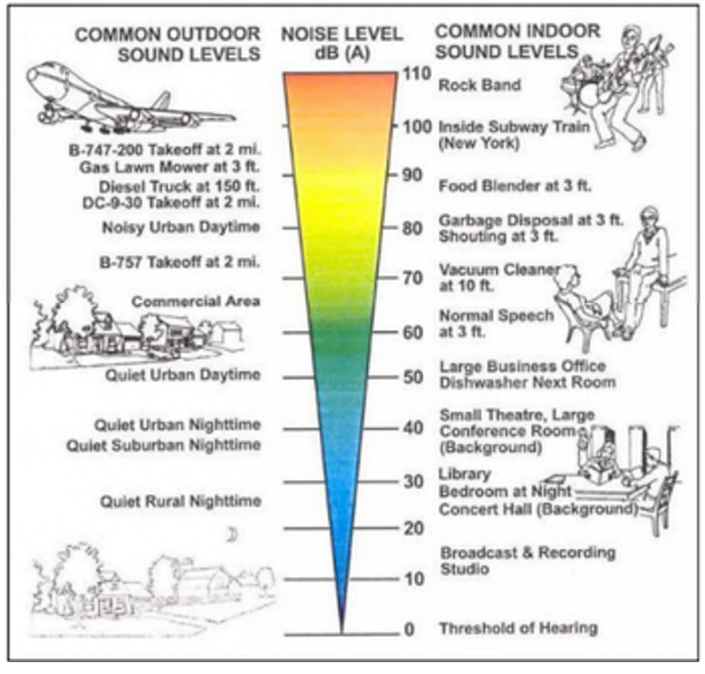
***Questions?***

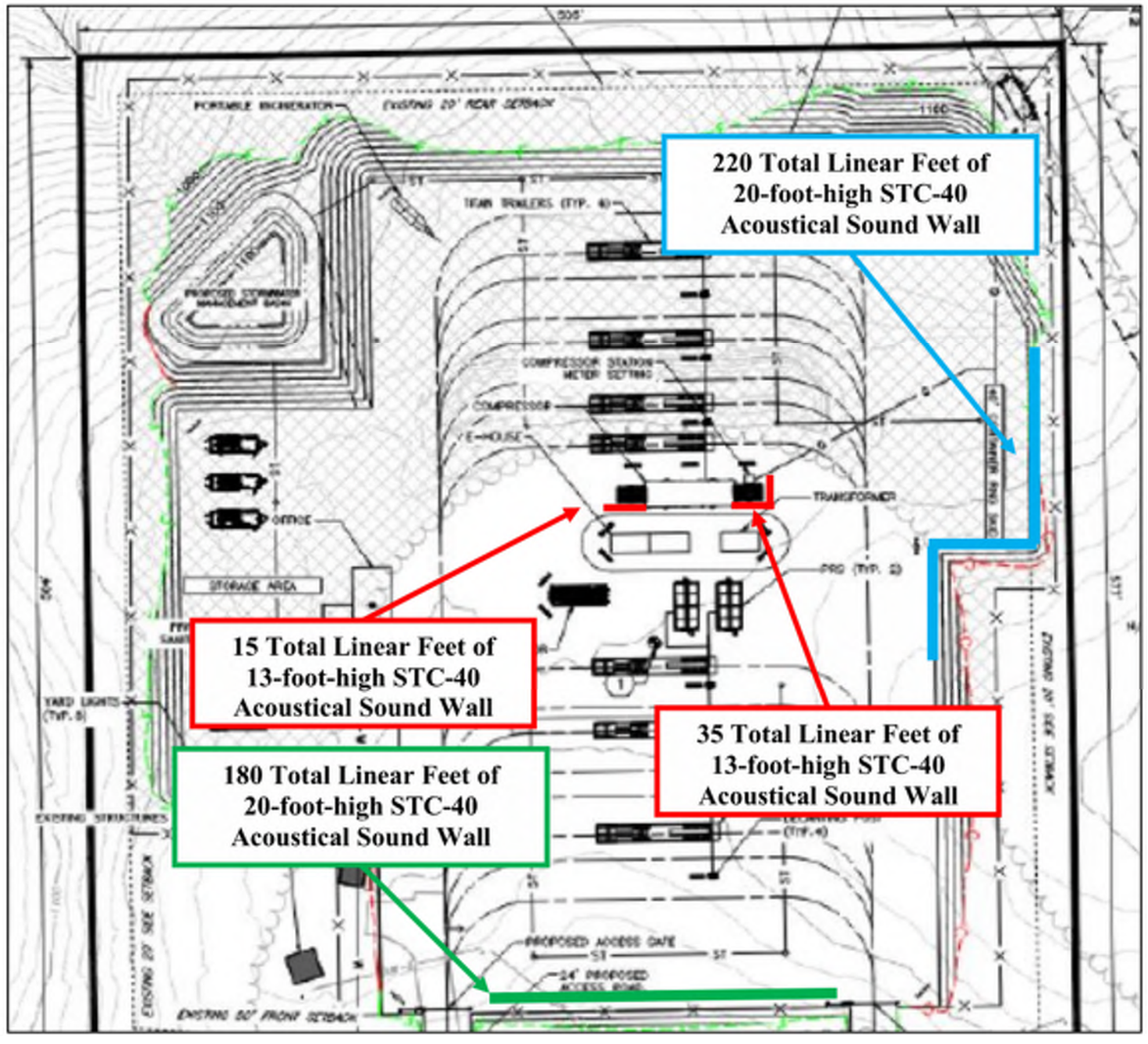
# Noise Mitigation

**Table 4-6 Mitigated - Predicted Changes in Overall Noise Level**

| Receptor | Predicted dB(A) | Representative Ambient Sound Level dB(A) | Combined (Ambient + Predicted) | Difference (combined - ambient) | Perceptibility |
|---|---|---|---|---|---|
| 1 | 41 | 48.3 L90 | 49.0 | 0.7 | Likely Not Perceptible |
| 2 | 43 | 48.3 L90 | 49.4 | 1.1 | Likely Not Perceptible |
| 3 | 42 | 48.3 L90 | 49.2 | 0.9 | Likely Not Perceptible |
| 4 | 40 | 48.3 L90 | 48.9 | 0.6 | Likely Not Perceptible |
| 5 | 27 | 48.3 L90 | 48.3 | 0.0 | Likely Not Perceptible |
| 6 | 42 | 48.3 L90 | 49.2 | 0.9 | Likely Not Perceptible |
| 7 | 44 | 48.3 L90 | 49.7 | 1.4 | Likely Not Perceptible |
| 8 | 42 | 48.3 L90 | 49.2 | 0.9 | Likely Not Perceptible |
| 9 | 46 | 48.3 L90 | 50.3 | 2.0 | Likely Not Perceptible |

- **Sound walls within the facility are planned to reduce noise levels in order to comply to the Forsyth Co noise ordinances and exceed the minimum requirements.**



# Visual Example of RNG Site

- **The below facility is an example of the RNG Facility that will be located at the Eagle Point Landfill in Forsyth County. (Not the Hall Co Facility)**

# Clean Eagle RNG, LLC

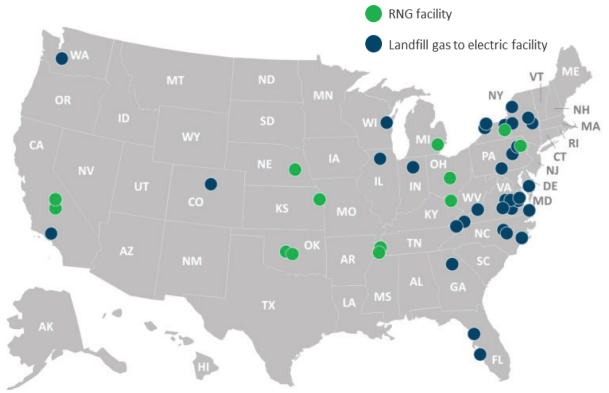
A Joint Venture between
Archaea Energy and GFL Environmental

01.21.2025 - Item 3

# Archaea Energy at a glance

- Largest RNG producer in the US – produced ~11 million mmbtus last year
- 50 sites online today; development pipeline of ~80 projects with feedstock for 80% secured; targeting 15% returns
- Expect to bring around ~15 plants online in both 2024 and 2025
- Standardization driving construction efficiency, cost reductions and accelerated pace of delivery
- bp – operational excellence and trading capabilities

Located in 32 states and growing



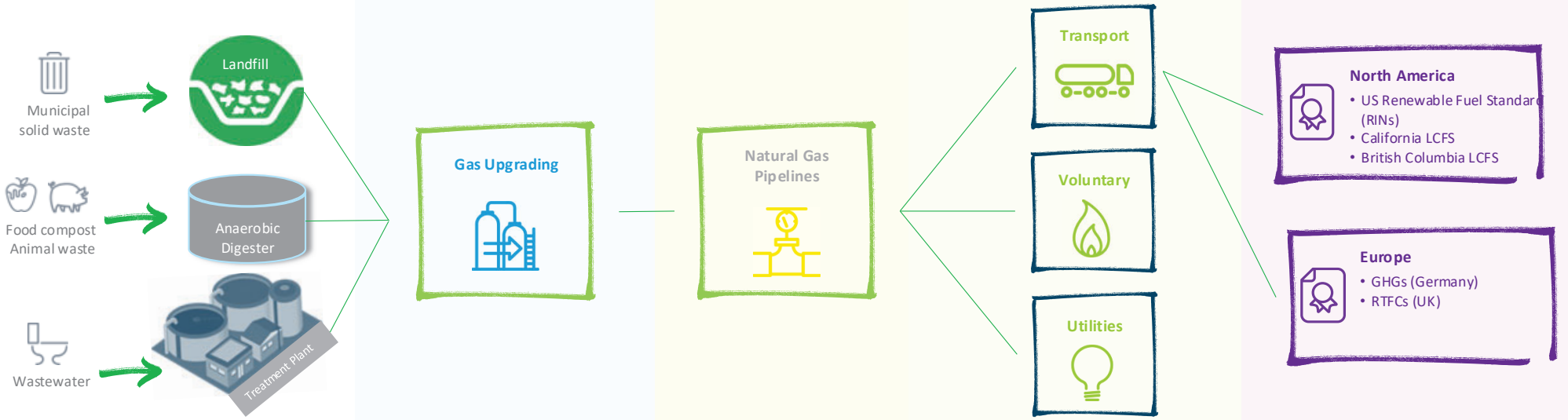

~ 50 operated sites across the US

## Video: The RNG Process

https://www.bp.com/en_us/united-states/home/news/features-and-highlights/how-bp-turns-landfill-waste-into-renewable-natural-gas.html

# Biogas process

Feedstock & Digestion Process | Biogas Production | Biogas Distribution | Biogas Demand | Transport Fuel Credits




RNG is produced from various organic waste feedstocks.

Biogas is processed and purified to become pipeline quality biomethane. Clean Eagle will compress to CNG and truck to local pipelines.

Biogas is injected into & moved on natural gas pipelines.

Biogas is compressed (bio-CNG) or liquefied (bio-LNG) and sold at fueling stations.

It can also be sold to voluntary buyers or utilities for use in heating, power generation, etc.

Environmental credits may incentivize voluntary participation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# Clean Eagle RNG, LLC Environmental and Social Impact

*LFG-to-RNG facilities produce considerable social and economic benefits while avoiding adverse environmental effects*

## Repurpose waste emissions into reliable fuel

LFG-to-RNG production facilities capture naturally occurring waste emissions and repurpose them into valuable, low carbon fuel that displaces the use of non-renewable resources to produce the same amount of energy.

## Health & safety benefits

When LFG is converted into RNG, various non-methane organic compounds are removed during gas treatment and upgrading processes.

## Regional & nationwide economic benefits

RNG facilities support neighboring industries (construction, engineering, equipment vendors, utilities) while typically employing local talent to run day-to-day operations.

SATURN RENEWABLES

Source: EPA Landfill Methane Outreach Program ("LMOP").

# *Clean Eagle RNG, LLC Project Overview*

# Project Overview

*This project is expected to deliver significant community benefits with minimal off-site impacts*

- **Safety is at the core of everything we do. The facilities are designed to industry standards and codes to be as safe as possible in its operation. We have extensive plans in place to comply with all local, state, and federal laws for the safety of the environment and the community during both the construction and operation of the facilities.**
- **Clean Eagle RNG, LLC ("Clean Eagle") will build a renewable natural gas facility on-site at the Eagle Point Landfill in Forsyth County (the "RNG Facility"). The landfill will collect landfill gas through a series of gas wells and pipes and, instead of only flaring it, will transport it to our RNG Facility.**
- **Due to the lack of local pipelines, Certarus will build a compressed natural gas (CNG) plant on the Eagle Point Landfill to compress the RNG and truck it to the Project Site to inject into the Liberty interconnect located in Hall County. Clean Eagle will manage truck traffic for CNG transportation to minimize any negative impacts. CNG trucking is already utilized as fuel for landfill trucks and the trucking of CNG is very similar to propane delivery to homes and businesses.**
- **Clean Eagle will also contract with Certarus to build and operate a CNG decant and interconnect facility in Hall County (the "Injection Facility"). Trucks will deliver CNG from the Eagle Point Landfill to Injection Facility and inject gas into the Liberty pipeline system.**
- **Clean Eagle will design, construct, and operate the RNG Facility. Certarus will design, construct, and operate the Injection Facility.**
- **Once the landfill gas reaches our RNG Facility, it is processed to remove any impurities and transform it into renewable natural gas ("RNG"). The RNG will then be trucked to the local Liberty interconnect to our customers, utility companies and corporations.**
- **The RNG Facility is expected to have the same annual environmental benefits as the carbon sequestered by approximately 1,170,547 acres of forests in the U.S. The project is expected to provide enough renewable natural gas in one year to heat 26,053 homes[1]. Numbers are from the EPA's Landfill Gas to Energy Benefits calculator.**

# Visual Example of RNG Site

- The below facility is an example of the RNG Facility that will be located at the Eagle Point Landfill in Forsyth County.

FILED IN OFFICE
PROBATE COURT
HALL COUNTY, GA
'11 SEP 15 AM 7:13

GEORGIA PROBATE COURT
STANDARD FORM

STATE OF GEORGIA

COUNTY OF HALL ESTATE NO. E-11-355

**LETTERS TESTAMENTARY**
(Relieved of Filing Returns)

By Patti P. Cornett, Judge of the Probate Court of said County.

KNOW ALL WHOM IT MAY CONCERN:

That on the 14th day of September, 2011, at a regular term of the Probate Court, the Last Will and Testament dated December 20, 1990, of Mary Joyce Adams Roberts deceased, at the time of his or her death a resident of said County, was legally proven in solemn form and was admitted to record by order, and it was further ordered that Faye Roberts Peck Pass named as Executor(s) in said Will, be allowed to qualify, and that upon so doing, Letters Testamentary be issued to such Executor(s).

NOW, THEREFORE, the said Faye Roberts Peck Pass, having taken the oath of office and complied with all the necessary prerequisites of the law, is/~~are~~ legally authorized to discharge all the duties and exercise all the powers of Executor(s) under the Will of said deceased, according to the Will and the law.

Given under my hand and official seal, the 14th day of September, 2011.

Patti P. Cornett
Probate Judge

NOTE: The following must be signed if the judge does not sign the original of this document:

Issued by:

(Seal)

PROBATE CLERK/DEPUTY CLERK

FURTHER CERTIFY THAT THESE LETTERS ARE STILL IN FULL FORCE AND EFFECT, THIS 29 DAY OF May, 2019

Judge, Clerk Hall County Probate Court

STATE OF GEORGIA
COUNTY OF HALL
I, Judge of the Probate Court in and for said County do hereby certify that the within is a true and correct copy of the original as it appears on file in this office. Witness the official seal and signature of Probate Court this 29 day of May, 2019

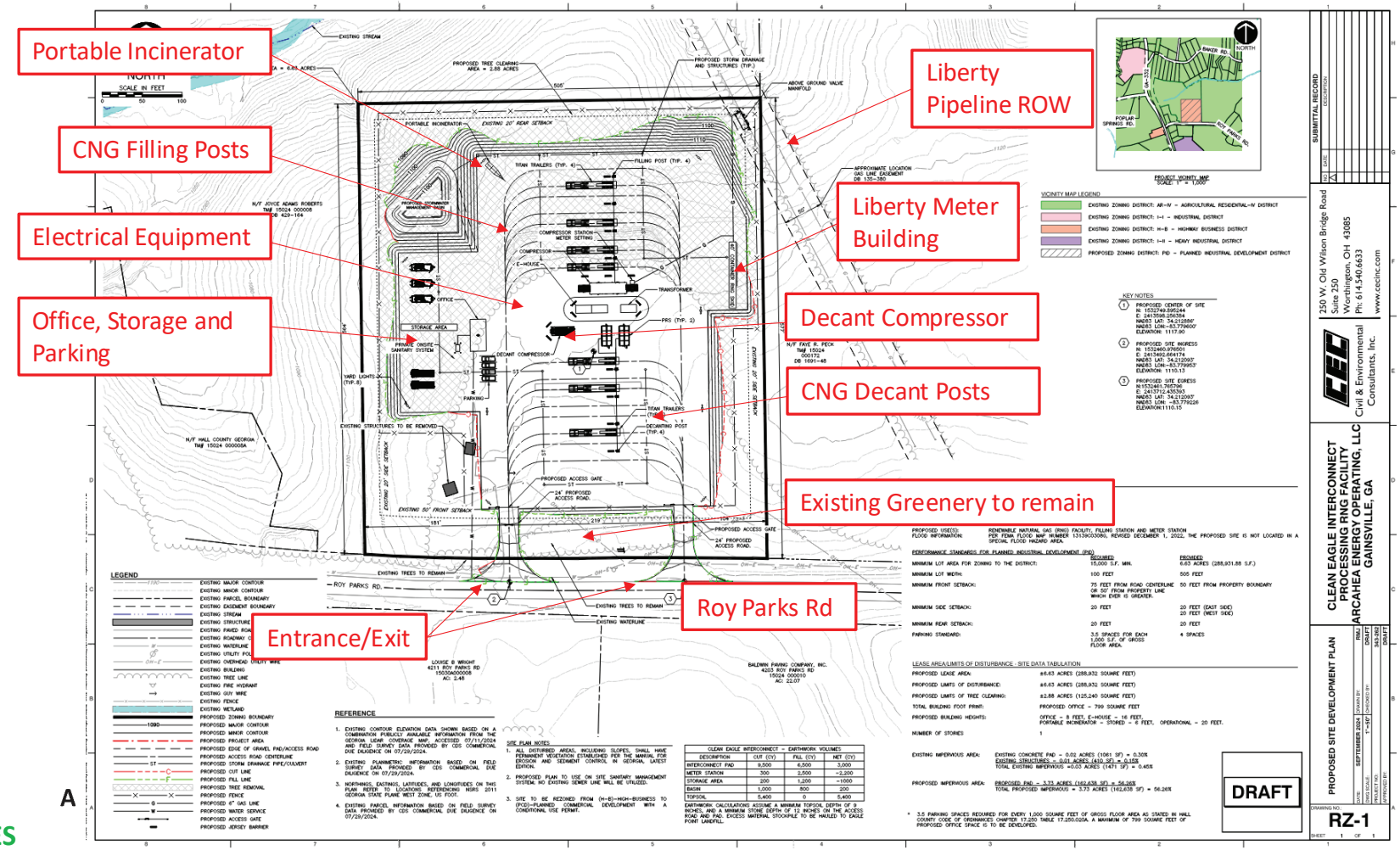
~~Judge~~, Clerk Hall County Probate Court

# Visual Example of Injection Facility

- The below facility is an example of the Injection Facility that will be located at the Project Site in Hall County.

# Proposed Hall County Project Site

*4212 Roy Parks Rd, Gainesville, GA 30507*

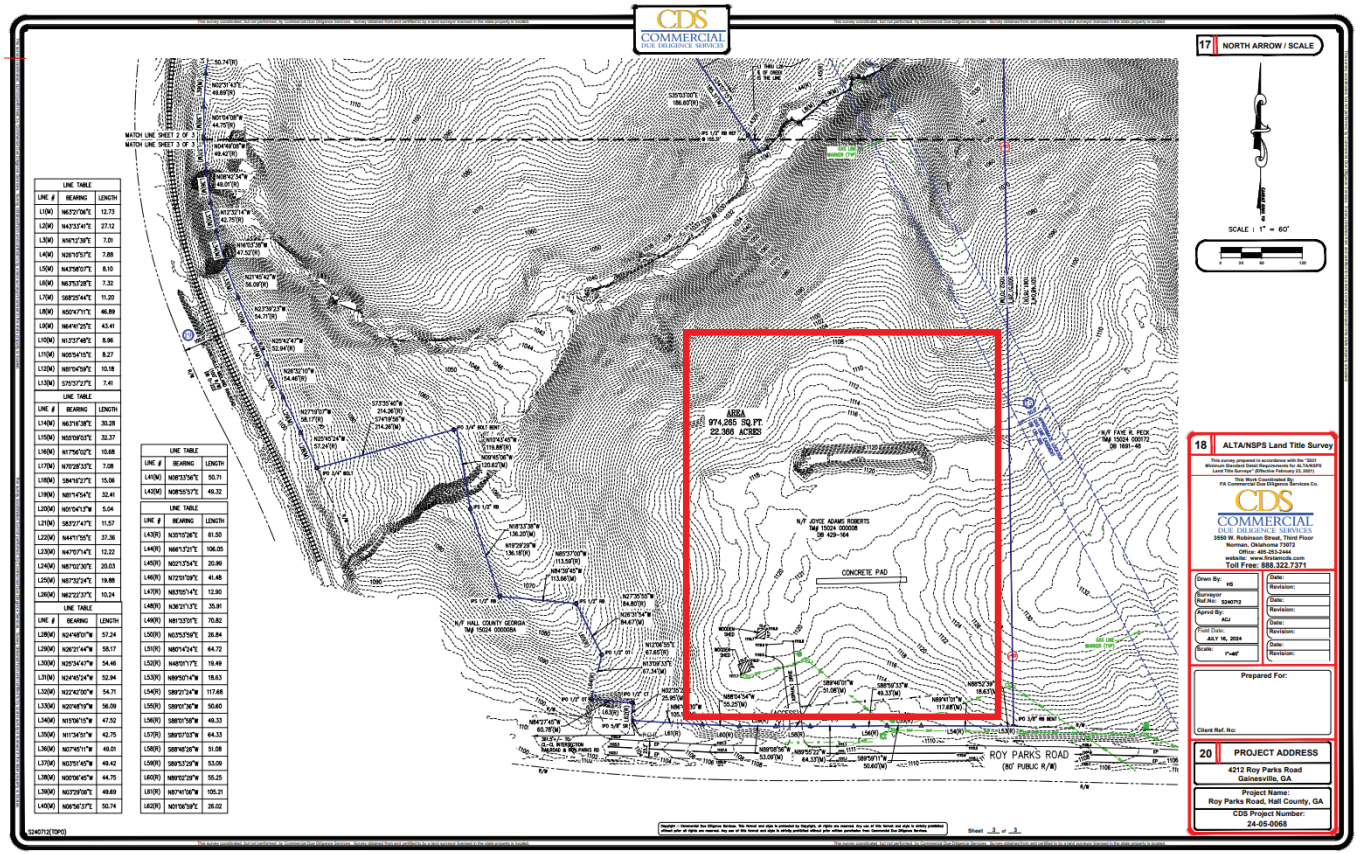



SATURN RENEWABLES

# Proposed Hall Co Project Site

*4212 Roy Parks Rd, Gainesville, GA 30507*

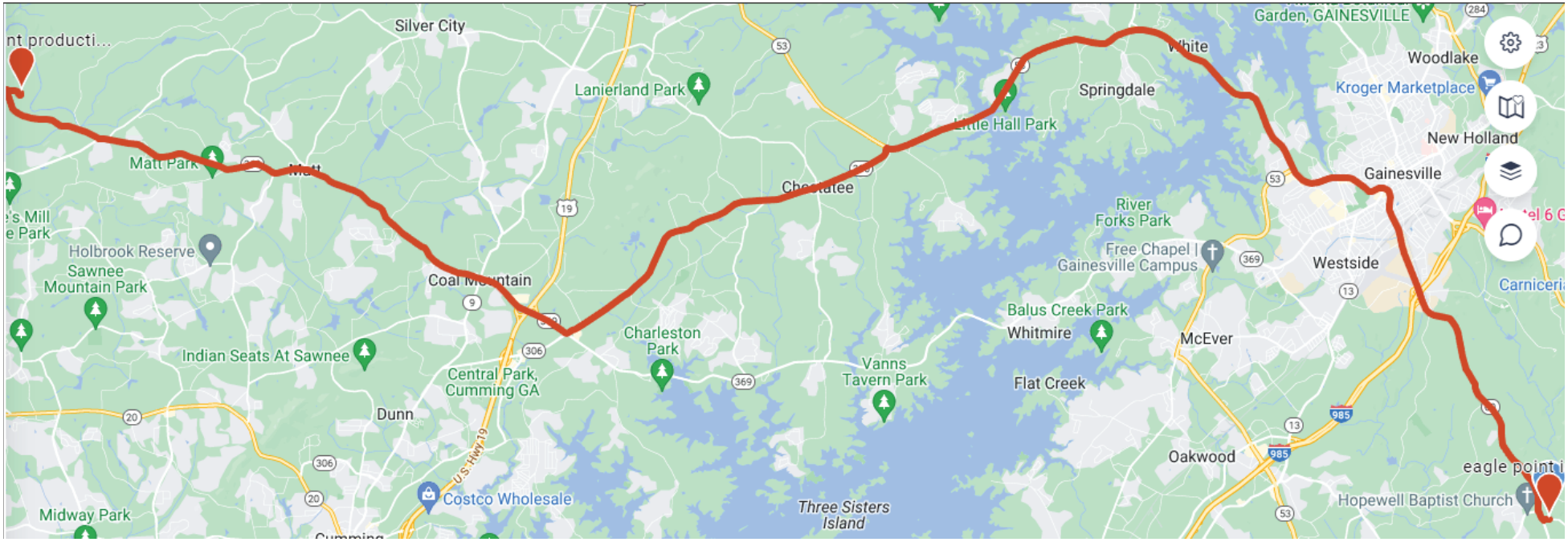
- **Clean Eagle intends to purchase the full 22-acre property. However, the development will be confined to the 6.63 acres depicted below, preserving the remaining 15.7 acres as forested and unimproved land with all setbacks consistent with the zoning requirement.**




SATURN RENEWABLES

# Trucking Route Map

- **Below is the proposed route between the RNG Facility and Injection Facility, subject to DOT and other applicable approvals.**




SATURN RENEWABLES

CERTARUS

Low Carbon Energy Solutions

# RNG Virtual Pipeline Transportation Safety

October 2024

01.27.2025 Item 3

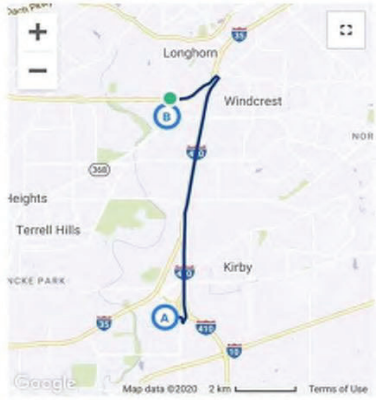
# Safety

**Certarus maintains an industry leading safety record**

Through training, technology and regular communication, we foster a strong safety culture that empowers our people and protects our customers and communities.

## Enhancing Fleet Safety

- In-vehicle monitoring (IVM) identifies behavioral trends and opportunities for coachable moments
- Collision avoidance technology provides real-time in cab alerts for potential hazards, including lane departure
- Driver performance grading system incentivizes good driving habits
- Real-time asset tracking enhances logistics, driver safety and fleet security.




CERTARUS

## Driver Qualifications

- Valid CDL holders with endorsement “H” or endorsement “X” (Hazmat + Tank) and a clean driving record
- Driver compliance with all USDOT qualification and screening requirements
- Certarus requires a minimum of 2 years Hazmat driving experience
    - Local area drivers who meet qualifications are encouraged to apply.

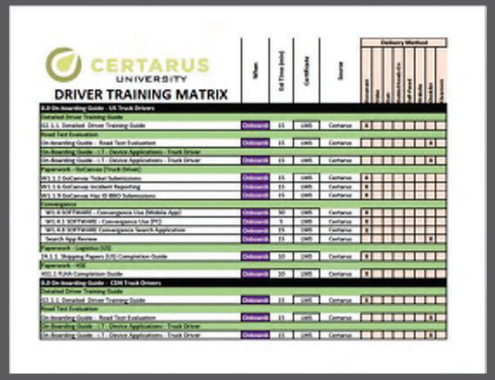
## Training Drivers Receive

- Certarus HSE Orientation and CNG/RNG Trailer Safety
- Smith System Defensive Driver training
- Certarus rollover prevention and advanced skills maneuver training

CERTARUS

## Certarus Industry Leading Training

- Certarus is proud to offer industry-leading training and onboarding requirements
- We combine classroom, hands on, and simulator training to get our drivers prepared for a variety of weather conditions and road hazards
    - Certarus owned and operated simulator can be configured to replicate various practical conditions such as dropped wheel, steer tire blowout or changes to center of gravity . Our trainers then test drivers' readiness with harsh winds, ice, and obstructions.


CERTARUS UNIVERSITY
DRIVER TRAINING MATRIX

## Leveraging Technology to Enhance Safety

| | | |
|---|---|---|
| In-Vehicle Monitoring of Driver | Dispatch Center Staffed 24/7 | Fire Protection System |
| Emergency Shut Down | Brake Interlock (Trailer Doors) | Passive over-pressure protection |
| Grounding and Bonding Equipment | Roll Stability Support via ABS | Smart Trailer Technology |

# Investment Into Asset Safety

## Inspections and Certifications

- DOT required inspection on brakes and chassis every 90 days
- Trailer cylinder and peak pressure device DOT recertification every 5 years
- Certarus ONLY
  - Trailer CNG component inspection every 90 – 120 days
  - Proprietary operations deck installed on all Titan trailers
  - Partnerships with Hexagon Agility and Quantum for continuous improvement around safety and reliability
  - All trailers equipped with Samsara, deflection plates, and electronic stability controls (ESC) on the chassis

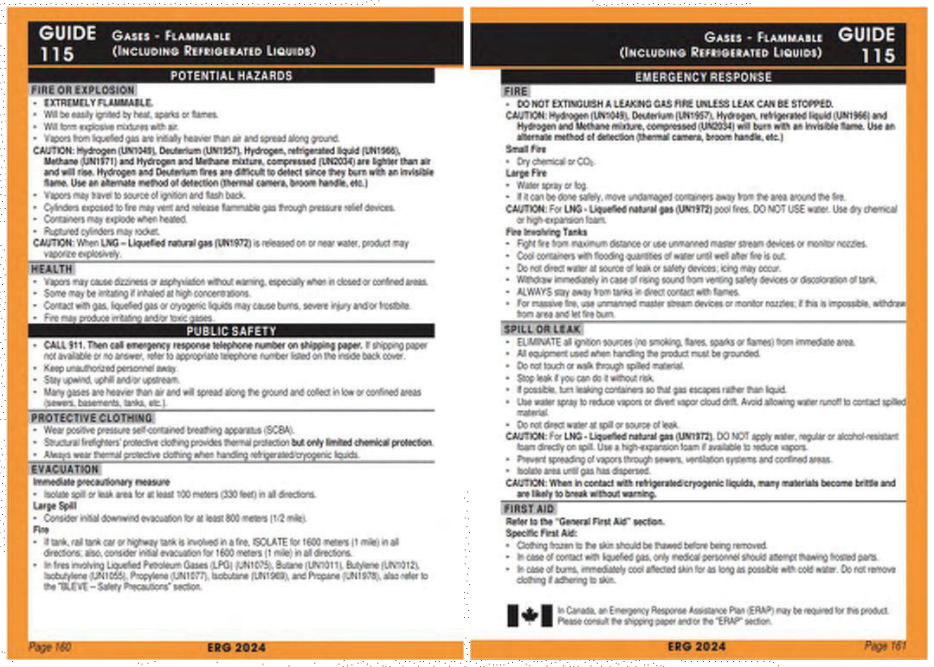
# Emergency Response Assistance Plan (ERAP)

## Vehicle Incident - Precautions for Natural Gas

- Notify Certarus as soon as it is safe to do so.
  - Certarus 24-Hour Emergency Number: **1-877-500-7761**
- Asset integrity - Certarus employee or designated person will inspect the trailer prior to moving.
- If trailer is damaged, contents will be offloaded to another trailer prior to removal.
- If fire or gas leak is present, secure the area.
  - Evacuate a large area around the CNG container:
    - One-mile (1.6km) radius for fires
    - Warning: Do not extinguish natural gas flames with a water or chemical fire extinguisher
    - To control fire, allow gas to burn until flame is completely exhausted (gas runs out)

## Additional Safety Precautions

- Certarus Emergency Response & Equipment Training
- Emergency First Responder Outreach



GUIDE 115 GASES - FLAMMABLE (INCLUDING REFRIGERATED LIQUIDS)

POTENTIAL HAZARDS

FIRE OR EXPLOSION
- EXTREMELY FLAMMABLE.
- Will be easily ignited by heat, sparks or flames.
- Will form explosive mixtures with air.
- Vapors from liquefied gas are initially heavier than air and spread along ground.

CAUTION: Hydrogen (UN1049), Deuterium (UN1957), Hydrogen, refrigerated liquid (UN1966), Methane (UN1971) and Hydrogen and Methane mixture, compressed (UN2034) are lighter than air and will rise. Hydrogen and Deuterium fires are difficult to detect since they burn with an invisible flame. Use an alternate method of detection (thermal camera, broom handle, etc.)

- Vapors may travel to source of ignition and flash back.
- Cylinders exposed to fire may vent and release flammable gas through pressure relief devices.
- Containers may explode when heated.
- Ruptured cylinders may rocket.

CAUTION: When LNG – Liquefied natural gas (UN1972) is released on or near water, product may vaporize explosively.

HEALTH
- Vapors may cause dizziness or asphyxiation without warning, especially when in closed or confined areas.
- Some may be irritating if inhaled at high concentrations.
- Contact with gas, liquefied gas or cryogenic liquids may cause burns, severe injury and/or frostbite.
- Fire may produce irritating and/or toxic gases.

PUBLIC SAFETY
- CALL 911. Then call emergency response telephone number on shipping paper. If shipping paper not available or no answer, refer to appropriate telephone number listed on the inside back cover.
- Keep unauthorized personnel away.
- Stay upwind, uphill and/or upstream.
- Many gases are heavier than air and will spread along the ground and collect in low or confined areas (sewers, basements, tanks, etc.).

PROTECTIVE CLOTHING
- Wear positive pressure self-contained breathing apparatus (SCBA).
- Structural firefighters' protective clothing provides thermal protection but only limited chemical protection.
- Always wear thermal protective clothing when handling refrigerated/cryogenic liquids.

EVACUATION

Immediate precautionary measure
- Isolate spill or leak area for at least 100 meters (330 feet) in all directions.

Large Spill
- Consider initial downwind evacuation for at least 800 meters (1/2 mile).

Fire
- If tank, rail tank car or highway tank is involved in a fire, ISOLATE for 1600 meters (1 mile) in all directions; also, consider initial evacuation for 1600 meters (1 mile) in all directions.
- In fires involving Liquefied Petroleum Gases (LPG) (UN1075), Butane (UN1011), Butylene (UN1012), Isobutylene (UN1055), Propylene (UN1077), Isobutane (UN1969), and Propane (UN1978), also refer to the "BLEVE – Safety Precautions" section.

Page 160 ERG 2024

GASES - FLAMMABLE (INCLUDING REFRIGERATED LIQUIDS) GUIDE 115

EMERGENCY RESPONSE

FIRE
- DO NOT EXTINGUISH A LEAKING GAS FIRE UNLESS LEAK CAN BE STOPPED.

CAUTION: Hydrogen (UN1049), Deuterium (UN1957), Hydrogen, refrigerated liquid (UN1966) and Hydrogen and Methane mixture, compressed (UN2034) will burn with an invisible flame. Use an alternate method of detection (thermal camera, broom handle, etc.)

Small Fire
- Dry chemical or $CO_2$.

Large Fire
- Water spray or fog.
- If it can be done safely, move undamaged containers away from the area around the fire.

CAUTION: For LNG - Liquefied natural gas (UN1972) pool fires, DO NOT USE water. Use dry chemical or high-expansion foam.

Fire Involving Tanks
- Fight fire from maximum distance or use unmanned master stream devices or monitor nozzles.
- Cool containers with flooding quantities of water until well after fire is out.
- Do not direct water at source of leak or safety devices; icing may occur.
- Withdraw immediately in case of rising sound from venting safety devices or discoloration of tank.
- ALWAYS stay away from tanks in direct contact with flames.
- For massive fire, use unmanned master stream devices or monitor nozzles; if this is impossible, withdraw from area and let fire burn.

SPILL OR LEAK
- ELIMINATE all ignition sources (no smoking, flares, sparks or flames) from immediate area.
- All equipment used when handling the product must be grounded.
- Do not touch or walk through spilled material.
- Stop leak if you can do it without risk.
- If possible, turn leaking containers so that gas escapes rather than liquid.
- Use water spray to reduce vapors or divert vapor cloud drift. Avoid allowing water runoff to contact spilled material.
- Do not direct water at spill or source of leak.

CAUTION: For LNG - Liquefied natural gas (UN1972), DO NOT apply water, regular or alcohol-resistant foam directly on spill. Use a high-expansion foam if available to reduce vapors.
- Prevent spreading of vapors through sewers, ventilation systems and confined areas.
- Isolate area until gas has dispersed.

CAUTION: When in contact with refrigerated/cryogenic liquids, many materials become brittle and are likely to break without warning.

FIRST AID

Refer to the "General First Aid" section.

Specific First Aid:
- Clothing frozen to the skin should be thawed before being removed.
- In case of contact with liquefied gas, only medical personnel should attempt thawing frosted parts.
- In case of burns, immediately cool affected skin for as long as possible with cold water. Do not remove clothing if adhering to skin.

In Canada, an Emergency Response Assistance Plan (ERAP) may be required for this product. Please consult the shipping paper and/or the "ERAP" section.

ERG 2024 Page 161

# Site Emergency Response Plan (ERP)

## EMERGENCY PROCEDURES

### FIRE RESPONSE

**DO NOT ATTEMPT TO FIGHT A FIRE THAT HAS GROWN PAST THE INCIPIENT STAGE**

- Use airhorn to sound alarm and notify nearby personnel of fire.
- ESD equipment if safe to do so.
- Notify Fire Department (information listed below).
- Evacuate to a **minimum distance of 1/2 mile** (listed above).
- Remain at muster point until advised by Emergency Response personnel that the site is safe to re-enter.

### SITE EVACUATION

**ALL PERSONNEL MUST EVACUATE IN THE EVENT OF AN EMERGENCY**

- Use airhorn to sound alarm and notify nearby personnel of the emergency.
- Contact Emergency Services as needed.
- Assemble at Primary Muster Point or Secondary Muster Point (as appropriate).
- If site must be fully evacuated, proceeed to Muster Point designated by Regional Operations Manager.
- Remain at muster point until advised by Emergency Response personnel and/or Regional Operations Manager that site is safe.

### PERSONNEL ACCOUNTABILITY

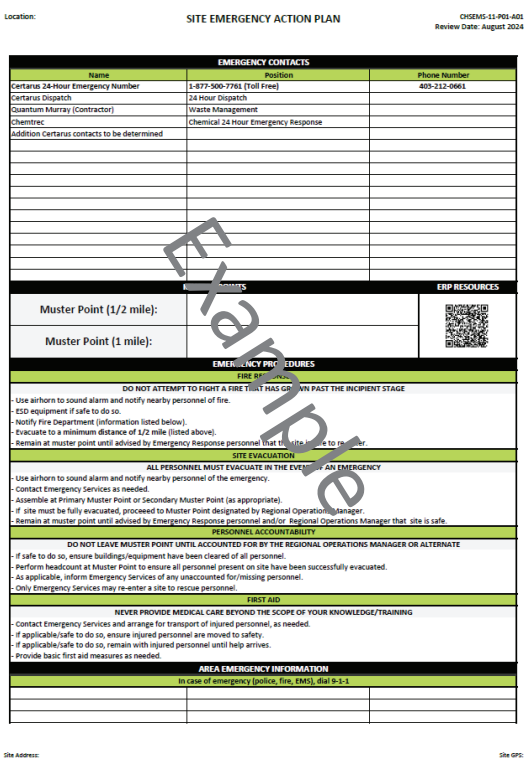
**DO NOT LEAVE MUSTER POINT UNTIL ACCOUNTED FOR BY THE REGIONAL OPERATIONS MANAGER OR ALTERNATE**

- If safe to do so, ensure buildings/equipment have been cleared of all personnel.
- Perform headcount at Muster Point to ensure all personnel present on site have been successfully evacuated.
- As applicable, inform Emergency Services of any unaccounted for/missing personnel.
- Only Emergency Services may re-enter a site to rescue personnel.

### FIRST AID

**NEVER PROVIDE MEDICAL CARE BEYOND THE SCOPE OF YOUR KNOWLEDGE/TRAINING**

- Contact Emergency Services and arrange for transport of injured personnel, as needed.
- If applicable/safe to do so, ensure injured personnel are moved to safety.
- If applicable/safe to do so, remain with injured personnel until help arrives.
- Provide basic first aid measures as needed.



Location: SITE EMERGENCY ACTION PLAN CHSEMS-11-P01-A01 Review Date: August 2024

**EMERGENCY CONTACTS**

| Name | Position | Phone Number |
|---|---|---|
| Certarus 24-Hour Emergency Number | 1-877-500-7761 (Toll Free) | 403-212-0661 |
| Certarus Dispatch | 24 Hour Dispatch | |
| Quantum Murray (Contractor) | Waste Management | |
| Chemtrec | Chemical 24 Hour Emergency Response | |
| Addition Certarus contacts to be determined | | |

| | ERP RESOURCES |
|---|---|
| Muster Point (1/2 mile): | |
| Muster Point (1 mile): | |

EMERGENCY PROCEDURES

FIRE RESPONSE

DO NOT ATTEMPT TO FIGHT A FIRE THAT HAS GROWN PAST THE INCIPIENT STAGE

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- If applicable/safe to do so, remain with injured personnel until help arrives.
- Provide basic first aid measures as needed.

**AREA EMERGENCY INFORMATION**

In case of emergency (police, fire, EMS), dial 9-1-1

Site Address: Site GPS:

Example

Certarus
Safety, Operations
& RegulatoryCompliance

# RNG Virtual Pipeline Services

**November 26, 2024**

CERTARUS
Low Carbon Energy Solutions

CERTARUS

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CERTARUS

## Executive Summary

Certarus has been leading the transition to clean energy fuel since 2012.

We deliver low carbon energy solutions that help customers improve environmental performance and lower operating costs.

Through our integrated and sustainable Energy-as-a-Service platform, we leverage the latest technology to safely deliver compressed natural gas (CNG) and hydrogen to industrial and commercial customers and offer last mile logistics support for renewable natural gas (RNG) developers. With the largest fleet of advanced carbon fiber trailers in the world, our compression and transportation network provide a mobile energy distribution solution that ensures a safe and reliable flow of energy without the need for pipeline infrastructure. As customers and communities look for environmentally responsible energy solutions our rapidly growing platform plays a critical role in building the energy supply chain across North America by connecting natural gas, RNG, and hydrogen to new markets.

By enabling customers to reduce consumption of higher emission fuels like diesel, propane, and waste fuel oil – we help bulk fuel users lower their carbon emissions and cost-effectively achieve their Environmental, Social & Governance (ESG) goals.

Certarus has the largest CNG, RNG, and Hydrogen platform with over $715M invested by EOY 2024.

- Largest trailer fleet in the world – most experience with 80,000+ MCF of gas moved per day and flexible redundancy with trailers in case of issues.
    - 869+ Trailers by EOY 2024
    - Annual standing order of an estimated 120 trailers
    - Largest order of trailers with Hexagon Agility, $54M USD
    - Trailer capacity – 375 – 475 MMBtu per trailer
- 374 Pressure Reduction Systems – decanting equipment utilized to drop pressure and increase temperature for injection.
- 50+ Compressors – loading compressors utilized to load RNG into trailers at 4,000 psi.
- 24/7 Logistics – Our logistics team directs activity out of our centralized control center, where they monitor trailer volumes and coordinate dispatching to customer sites to ensure an uninterrupted flow of clean-burning fuel without any intervention or effort required by our customers.
- Experienced engineering support – Certarus has 25+ full-time engineers with vast experience around compression, decompression, and the design / buildout of hubs.
- Health, Safety & Environment (HSE) support – The goal of our Health, Safety & Environment (HSE) policy is to create an incident-free workplace. We take this goal seriously, and we expect each of our employees and contractors to take responsibility for maintaining and improving our safety performance. This applies equally across the company, from the boardroom to the maintenance shop. We are all accountable for our overall HSE initiatives.

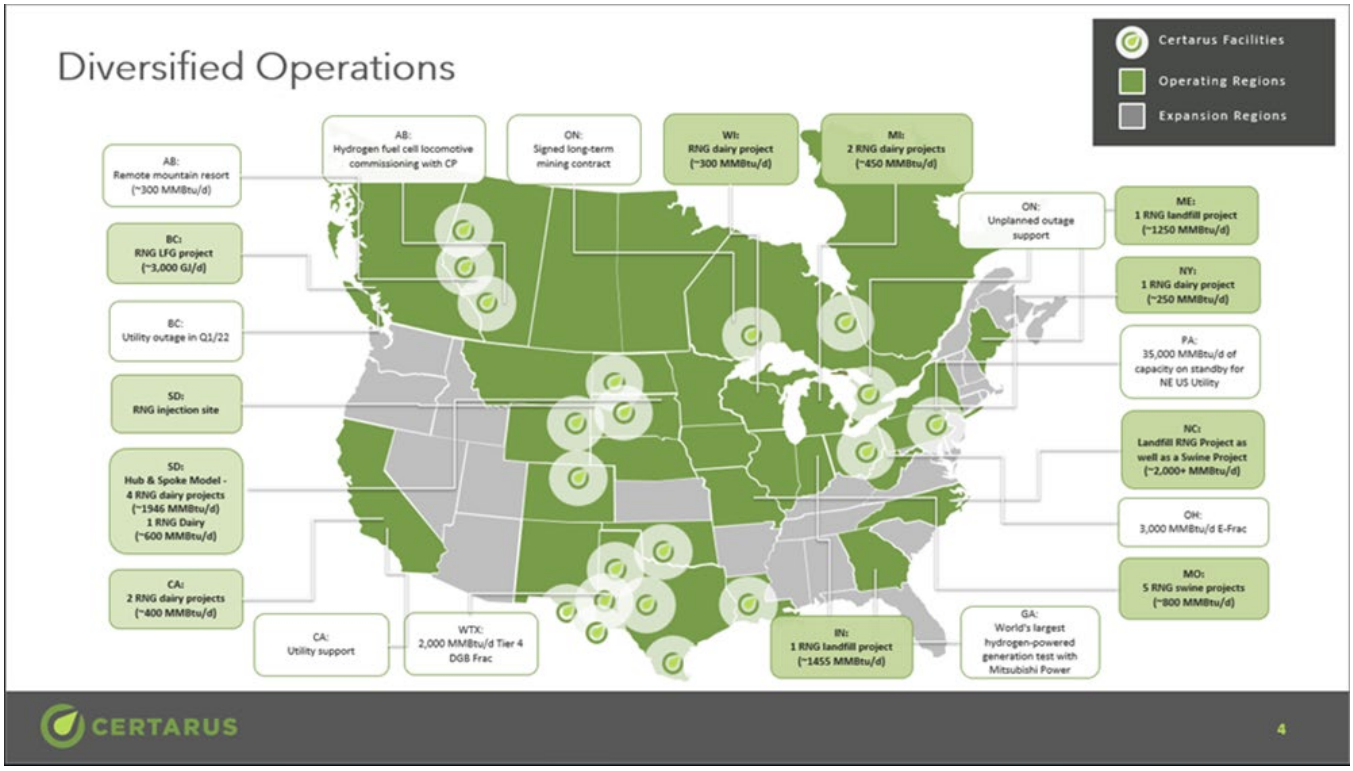
Sincerely,

**Mel Lara**
RNG Strategic Account Manager
T: 1-281-507-8898
mlara@certarus.com

CERTARUS

## Experience

**The Largest Integrated CNG, RNG & Hydrogen Platform in North America**




| 327,000+ | 92 Bcf | 1,226,000 Metric Tons |
|---|---|---|
| Deliveries Completed | CNG Safely Delivered | $CO_2$ Displaced |

## Emergency Outages & Utility Support

Certarus has extensive experience supporting utility companies and pipeline operators. From peak shaving and pipeline pigging, to planned and emergency outages – we provide rapid response to continue critical services for homes and businesses. We also provide incremental gas to pipeline-connected clients while working with utilities during maintenance and emergency outages. Some of our Utility customers include:

### FortisBC

**Enbridge T-South pipeline**

When the Enbridge T-South pipeline near Prince George ruptured in October 2018, FortisBC customers were faced with the possibility of limited supply throughout the winter. Certarus was able to support FortisBC and supply up to 8,000 MMBTU/day, every day, for three straight months while Enbridge made repairs.

### Atmos Energy

**West Texas**

During winter storm Uri, much of the natural gas infrastructure in Texas was pushed beyond its limits. Certarus was able to mobilize and provide emergency CNG of up to 1,000/MMBTU day for the duration of the storm keeping critical services online.

### National Grid

**New York**

Peak shaving solutions are extremely critical to the broader Northeast gas distribution market. Certarus was able to safely provide up to 17,600 MMBTU/day of CNG to ensure existing service standards are met and that the needs of the end clients were satisfied.

### ATCO Gas

**Jasper, Alberta**

The town of Jasper, Alberta required an emergency supply of natural gas due to rising flood waters impacting pipeline infrastructure. Certarus mobilized two pressure reduction units and delivered up to 1,000 MMBTU/day for a 5-week period in the spring of 2019.

## Safety

Certarus is committed to providing all employees, contractors, and customers with a safe work environment. Certarus will strive to meet or exceed all applicable federal, state, provincial, and municipal legislation and regulations regarding health, safety, and environment. No job is worth doing if it cannot be done safely.

Since 2012, Certarus has built a reputation for safely delivering compressed natural gas (CNG), renewable natural gas, and hydrogen across North America. The Certarus HSE & Transportation Compliance (TC) and Operations teams have developed policies and procedures to mitigate operational risks and effectively respond to all emergencies promptly. Certarus retains a full staff of 29 employees dedicated to HSE & TC activities. Members of this team are located across the Certarus operational network.

Certarus' company-wide Joint Health & Safety Committee meets regularly. The committee consists of regional managers, field-level employees, senior management, engineering, operations, and HSE personnel. The primary focus of this committee is reviewing incidents, hazards, and corrective actions, as well as HSE & TC initiatives and key performance indicators. These performance indicators provide an avenue for trending and tracking employee participation and findings by measuring overall employee participation in HSE & TC programs, including hazard identification and control, driver inspections, facility inspections, client site inspections, and safety meetings. Certarus operations managers and supervisors regularly visit client sites to ensure all Certarus and client safety expectations are upheld.

CERTARUS

| 3-YEAR HSE PERFORMANCE STATS - CERTARUS (US&CAN) | | | | |
|---|---|---|---|---|
| Overall Company Safety Criteria: | 2024 (YTD) | 2023 | 2022 | 2021 |
| Hours Worked (Payroll Hours) | 1,499,866 | 1,439,133 | 1,163,491 | 851,121 |
| Average Number of Employees | 692 | 611 | 531 | 442 |
| Medical Treatment Incidents | 2 | 1 | 4 | 2 |
| Modified/Restricted Duty Incidents | 3 | 1 | 1 | 1 |
| Lost Time Injury (LTI) Incidents | 3 | 8 | 1 | 6 |
| Total Recordable Incident Rate (TRIR) | 1.07 | 1.39 | 1.03 | 2.11 |
| Fatalities | 0 | 0 | 0 | 0 |
| Miles Driven | 15,960,852 | 14,233,767 | 11,843,690 | 9,129,715 |
| DOT Recordable Incident Count | 5 | 4 | 10 | 7 |
| Experience Modification Rating (EMR) | 0.86 | 1.11 | 1.55 | 1.65 |
| Days Away, Restricted, or Transferred (DART) | 0.80 | 1.25 | 0.34 | 1.64 |

Certarus has implemented the following safety measures and initiatives across the company 2020-2024 YTD:

- Injury Mitigation
  - Developed an injury prevention program, standard, and training that focuses on body mechanics, ergonomics, and hand safety.
  - Warm to Perform coaching conducted during employee onboarding and actively encouraged at Certarus facilities.
  - Slips/Trips/Falls blitz conducted during Q3 2021 & 2022.
- Operations & HSE Leadership
  - Developed a safety leadership program that includes three tiers: Introduction to HSE, Developing the HSE Leader, and HSE for Managers & Supervisors.
  - Bi-weekly regional health and safety meetings are led by management.
  - Operational leadership hosted regional safety summits in 2022, 2023, and 2024 to discuss safety accomplishments, improvements, incident trends, and communicate future goals.
  - Risk Manager hired to assess organizational risks that could impede reputation, safety, security, and financial success.
- HSE Initiatives
  - Introduced Human and Organizational Performance training to management and engineering which builds an understanding of how humans perform and how we can build systems that are more error tolerant. Currently providing training to all managers and supervisors in “Doing Safety Differently”, focusing on learning teams and HSE declutter.
  - Launched HSE Spot Awards Program which recognizes employees for their contributions to HSE excellence and driver performance.
    - SPOT AWARDS
      - October-December 2022 – $12,704 CAD
      - 2023 – $144,835 CAD
      - YTD 2024 – $ 191,909 CAD (November SPOTs are not included in this total)
      - Overall Total: $349,448 CAD
  - Launched a Driver Rewards Program that awards drivers for maintaining a Samsara score of 100 over a specified threshold of mileage.
    - DRIVING AWARDS
      - 2023 – $1,076,003 CAD
      - 2024 YTD – $1,641,444 CAD

- OVERALL TOTAL: $2,717,447 CAD
  - Implementation of Ready, Safe, Start to promote a proactive approach to safety before starting any work.

CERTARUS

**CERTARUS ROLLOVER INCIDENT HISTORY**

| INCIDENT | DATE | REGION | INVOLVED | DESCRIPTION |
|---|---|---|---|---|
| 2022 0307 | 1/18/2021 | NUSA-OH | INTERNAL | On the morning of January 18, 2022, a Certarus driver encountered hazardous conditions during their first trip on a snow-covered road. Operating under Ascent's protocol, which granted them right of way, the driver properly utilized CV channel 27 to announce their fuel cell transport from Fox's Bottom Road to Springdale Road. After making a left turn onto Springdale Road and announcing their position, they encountered an unloaded sand truck operated by an unidentified Reliant contractor working for Halliburton. At a narrow 17.5-foot-wide curve, both vehicles entered simultaneously, with the sand truck encroaching significantly into the Certarus driver's lane. While successfully avoiding a collision through evasive action, the Certarus driver steered into a ditch. During attempted recovery, the driver turned sharply left, but the momentum caused the tractor and trailer to roll onto its right side. Emergency services and Certarus were immediately notified, though Samsara was unable to generate a crash report due to poor cellular coverage. Both Certarus and Ascent management arrived on scene with two witnesses, while the Reliant/Halliburton driver departed without stopping and remains unidentified. |
| 2022 0391 | 5/8/2022 | SUSA-OK | INTERNAL | On May 5, 2022, at 10:03 PM, a Samsara crash notification was received regarding Unit 3-4-0009. Dashcam footage review confirmed a Certarus employee operating a tractor-trailer had dropped the passenger-side front wheel off the pavement. The driver attempted to return to the roadway but overcorrected, causing the vehicle to roll onto its driver's side and slide to a stop in the road's center. During the rollover, the driver sustained a head impact with the cab's roof, appearing momentarily unresponsive before shutting off the ignition. After management notification, emergency responders established a one-mile security perimeter. The driver was evaluated on scene, transported to a local hospital, treated, and released. The incident involved a full Quantum trailer (210307) leaking natural gas. Despite overnight efforts by Certarus personnel to control and transfer the CNG, the release exceeded the 10,000-pound regulatory reporting threshold. Following complete gas release, a wrecker service transported both tractor and trailer to the Certarus hub in Calumet, OK, where additional documentation and measurements were conducted. |
| 2022 0551 | 12/4/2022 | WTX-OR | INTERNAL | At 4:30 AM, while operating Certarus tractor 3-4-0082 with trailer 220332 en route to the Devon FTS 1 Fleet 1 location from the Orla Hub, an incident occurred. As the Certarus driver attempted to pass an unidentified sand hauler on the left side of the lease road, the ground beneath the vehicle gave way, causing the trailer to track into a ditch. The driver's attempt to continue forward resulted in both the tractor and trailer rolling onto their driver's side. |
| 2023 0591 | 1/9/2023 | NUSA-PA | INTERNAL | A Certarus driver was traveling west on Route 87 when they became distracted, looking at a drilling rig through their driver's side window for too long. The passenger-side tires briefly left the road. As the driver steered left to correct their path, the rig rolled over onto its passenger side. |

CERTARUS

**CORRECTIVE ACTIONS**

- Samsara In-Vehicle Monitoring System was installed in all fleet vehicles. This platform includes forward and rear-facing dash cameras, real-time driver coaching, harsh and distracted event detection, and live GPS tracking, to provide opportunity for alerts and coaching on improved driving behaviors. Certarus is currently collaborating with Samsara in the development of lane departure warnings, fatigue alerts (in cab and real time notifications to HSE/TC) and custom app-based safety training for employees.
- Mobileye has been deployed across our heavy vehicle fleet. Mobileye aids in lane deviation, notifies drivers when following too closely, and warns drivers of upcoming hazards.
- Rollover stability protection installed on all CNG trailer chassis. The system uses sensors to monitor the speed of the trailer, steering angle, and yaw rate. If the system detects that the vehicle is deviating too far from pre-set center of gravity thresholds, it automatically applies the brakes to individual wheels and may reduce engine power to help the driver maintain control.
- Certarus continues to focus on distracted driving and fatigue management in order to prevent rollover accidents across the organization, with an annual corporate goal targeting 1 distracted driving event per 50,000 miles driven.
- Additional HSE & Transportation Specialists hired to focus on safe driving, provide advanced skill maneuver training, and event coaching, including Smith 5 Keys training to all drivers. Regional Driver Trainers provide in-cab coaching to new and existing employees.
- Two driving simulators were purchased and are currently being utilized to provide Advanced Skill Maneuvers training in a controlled environment. The simulator allows Certarus to train drivers to adapt to hazardous conditions in a safe manner without loss of asset or life.
- Drivers use Wellsite Navigator to follow routes that have been previously vetted for safety.
- Third party drivers were integrated into Certarus HazID & BBO program. Third party drivers also receive robust safety training during onboarding as well as simulator training.
- Additional integration of UpKeep (maintenance management system) with Samsara to enhance maintenance and vehicle defect reporting.
- The Certarus Third Party Management team prioritizes use of Carriers who have in-vehicle monitoring systems (e.g., Samsara or equivalent).

## Certification / Compliance

**Driver Qualifications**

Certarus is responsible for ensuring all drivers authorized to work for Certarus are competent and fit for duty. Minimum competencies shall include, but are not limited to:

- Valid CDL holders with H or X (Hazmat & Tank) license endorsements
- Drivers compliance with all USDOT and FMCSA qualification and screening requirements
- Certarus HSE Orientation
- Certarus CNG Trailer Safe Work Procedure training
- Smith System defensive driving
- Certarus rollover prevention and advanced skill maneuver training
- CPR, First Aid, and Fire extinguisher training
- Additional training as required by National Grid

**Equipment Preventive Maintenance Highlights**

1. Compressors & Station
    a. Standard Ariel PM, e.g., oil changes, frame overhauls, etc.
    b. Quarterly functionality test of safety systems

c. Weekly/Monthly/Quarterly/Annual package inspections, e.g.
    i. Monthly visual inspection of PSV's
    ii. 3-year PSV Recertification
    iii. 5-year random UT tube/pipe thickness checks
d. 24/7 high-level monitoring by Dispatch through Samsara cloud-based portal

2. CNG Trailers
    a. Quarterly chassis inspections and preventative maintenance
    b. Quarterly CNG component inspections and preventative maintenance
    c. Annual DOT chassis inspections
    d. 5-Year major chassis inspection
    e. 5-Year cylinder integrity tests & recertification per PHMSA / DOT (Modal Acoustic Emissions)

**Miscellaneous**

- Visual hose inspections during each trailer delivery
- Annual serialized hose pressure testing

**DRIVER BINDER DOCUMENTATION**
DOT Inspection Annual
Truck-Specific Cab Card
Overweight Permit (If required)
Driver On-Site Checklist
Samsara Logbook Instructions
Schedule 1 - NSC Standard

**LICENSES**
IFTA License

**REGISTRATION**
PHMSA Registration
United Carrier Registration

**CERTIFICATE**
Safety Fitness Certificate

**INSURANCE**
Insurance Cab Card
The Travelers Indemnity Co of CT
24-25 Renewal PA Auto ID Cards
FORM MCS-90

**PERMIT**
Hazmat Safety Permit
DOT-SP 20391
DOT-SP 20396
DOT-SP 15322
DOT-SP 14951 - Titan

DOT-SP 16524 - Quantum
Spotted Lanternfly Permit
TC-SU 6077 (Ren 5)
TC-SU 9806 (Ren 5) - Titan
TC-SU 9686 - Type 3
TC-SH 11921 - Quantum
TC-SU 13548 - Hexagon

**Standard Work Procedure (SWP)**
CHSEMS-12-01 Compressed Gas Trailer SWP
CHSEMS-12-03 Disconnect Compressed Gas Trailer from Fill Post SWP
CHSEMS-12-04 Multiple Compressed Gas Trailer Swap SWP
CHSEMS-12-05 Single Compressed Gas Trailer Swap SWP
CHSEMS-12-06 PRS Trailer Rig-In SWP
CHSEMS-12-07 PRS Trailer Rig-Out SWP

**Safety Data Sheet (SDS)**
MSDS - Natural Gas, Compressed

**EMERGENCY RESPONSE**
CHSEMS-11-P01-A03 Emergency Response Assistance Plan

**Emergency Contacts**
ERP USA
ERP Canada

## Licenses and Registration Requirements

1. IFTA License (International Fuel Tax Agreement)
    - Description: This license is required for motor carriers operating in multiple jurisdictions (states or provinces) to report and pay fuel taxes. The IFTA license simplifies fuel tax reporting for interstate travel and is used by commercial vehicles to report fuel usage and pay fuel taxes based on the miles driven in each state or province.
    - Requirements: Carriers must maintain accurate records of fuel purchases, miles driven, and jurisdictions entered. Quarterly fuel tax returns must be filed to the respective authorities.
2. PHMSA (Pipeline and Hazardous Materials Safety Administration) – Regulations for Hazardous Materials Transportation
    - Description: PHMSA enforces regulations regarding the safe transport of hazardous materials. Carriers transporting hazardous materials must comply with DOT regulations and PHMSA guidelines to ensure the safety of the public, the environment, and employees.
    - Requirements: Carriers must have proper training, secure transport containers, and follow specific routes based on the type of hazardous materials.
3. Safety Fitness Certificate

- Description: A certificate issued to commercial vehicle operators certifying that they meet the necessary standards for safety in transportation operations. It verifies that the carrier has passed safety inspections and complies with regulations.
- Requirements: Required for certain jurisdictions that regulate safety fitness, including inspections, maintenance, and compliance with FMCSA safety standards.

4. FMCSA (Federal Motor Carrier Safety Administration) - MCS-150B Form
    - Description: The MCS-150B form is a motor carrier identification report that includes safety information and motor carrier identification. This form is a required submission for motor carriers operating in interstate commerce.
    - Requirements: The form must be updated every 24 months, and includes information about the carrier's safety practices, type of operations, and vehicle fleet.
5. Public Service Commission of West Virginia
    - Description: Issuance of a business license for transportation and utility operations within West Virginia.
    - Requirements: Carriers must meet state regulations for safety, insurance, and environmental compliance to operate in West Virginia.
6. UCR (Unified Carrier Registration) Registration
    - Description: UCR is a national registration program for motor carriers, brokers, and freight forwarders operating in interstate commerce. It simplifies the registration process and ensures compliance with federal motor carrier regulations.
    - Requirements: Annual registration and payment of fees based on the number of vehicles in the fleet.
7. AMVIR (Access to Motor Vehicle Information Regulation)
    - Description: AMVIR allows authorized parties to access motor vehicle records for regulatory purposes. It ensures carriers and drivers comply with relevant laws, including those regarding vehicle registration, insurance, and safety.
    - Requirements: Carriers must apply for access if they need motor vehicle data for regulatory or operational reasons.
8. Office of the Secretary of State - Certificate of Operation Authority (Oklahoma & Texas)
    - Description: This certificate is required for carriers to operate in Oklahoma and Texas. It grants legal authority for business operations and transportation within the state.
    - Requirements: Business registration, compliance with state laws, and payment of fees are necessary for obtaining the certificate.
9. Railroad Commission of Texas - Licensing for Trailers Transporting Compressed Natural Gas (CNG) and Drivers Delivering CNG in Texas
    - Description: Carriers transporting CNG or natural gas in Texas must obtain a specific license from the Texas Railroad Commission (RRC). This ensures that the vehicles, drivers, and transport processes meet safety and regulatory standards.
    - Requirements: Vehicles must be inspected, drivers must receive training, and the carrier must demonstrate compliance with specific safety protocols for CNG transport.

10. Wyoming Department of Transportation Certificate of Operation Authority
    - Description: This certificate allows motor carriers to operate in Wyoming and demonstrates the carrier's compliance with state regulations.
    - Requirements: Businesses must provide operational details, vehicle fleet information, and proof of insurance to receive approval.

## Insurance Requirements

1. MCCS Insurance Cab Card for TXDMV
    - Description: The Insurance Cab Card verifies that a motor carrier has valid insurance coverage as required by Texas DMV. It is a critical proof of insurance for vehicles operating in Texas.
    - Requirements: Carriers must submit their insurance policy details and obtain a cab card before registering vehicles in Texas.
    - Travelers Indemnity Co (Canada Pink Card)
        1. Description: The Canada Pink Card issued by Travelers Indemnity Co is proof of liability insurance for vehicles crossing the U.S.-Canada border. It ensures that the vehicle is covered for accidents, damages, and claims while operating in Canada.
    - Requirements: Carriers must have valid insurance for vehicles entering Canada and carry this card for cross-border operations.
2. 24-25 Renewal PA Auto ID Cards
    - Description: Auto ID Cards are issued for commercial vehicles registered in Pennsylvania, confirming that the vehicle has met the required auto liability insurance standards for the state.
    - Requirements: Carriers must renew their insurance coverage annually in Pennsylvania and display the card when operating within the state.
3. FORM MCS-90 (Hazardous Materials)
    - Description: This insurance form is required for carriers transporting hazardous materials. It is a filing that provides proof of financial responsibility to cover potential damages from hazardous materials accidents.
    - Requirements: The MCS-90 is often filed with the FMCSA and is required for certain transportation operations involving hazardous materials.
4. Liability Insurance Cards for TX, OK, OH, ND, MD, & CO
    - The liability insurance card verifies that the motor carrier has the required minimum levels of insurance coverage for vehicles registered with the Texas DMV. This coverage applies to all motor carriers operating within the state, including intrastate and interstate transport.

## Permits for Hazardous Materials and Special Operations

1. Hazmat Safety Permit
    - Description: The Hazmat Safety Permit is required for carriers transporting specific hazardous materials. This permit ensures that carriers comply with all safety and regulatory standards set by DOT, PHMSA, and FMCSA.
    - Requirements: Carriers must obtain this permit before transporting certain types of hazardous materials.

2. DOT Special Permits (DOT-SP)
    - DOT-SP 20391, DOT-SP 20396, DOT-SP 15322, DOT-SP 14951 (Titan), DOT-SP 16524 (Quantum), DOT-SP 13173 (Outrider Trailers)
        - These special permits are issued to carriers who transport specific hazardous materials or operate under unique conditions (e.g., for Outrider trailers or specific Titan and Quantum materials).
        - Requirements: Carriers must apply for each permit based on the type of materials being transported and meet all safety, regulatory, and equipment standards.
3. Spotted Lanternfly Permit
    - Description: Required for carriers operating in states where the spotted lanternfly is a recognized pest, this permit ensures that vehicles are not carrying this invasive species.
    - Requirements: Carriers must follow specific inspection and cleaning protocols to prevent the spread of the pest.
4. State-Specific Permits (California, Pennsylvania, Ohio, New York, New Mexico, etc.)
    - State of California - Hazmat Transportation
        - Carriers transporting hazardous materials in California must have a California Hazmat Permit.
    - PA Posted Highway Permit #56-000683, #56-000685
        - Special permits required for operating on certain posted highways in Pennsylvania.
    - H24s Permitted for Ohio, New York HUT, New Mexico Weight Permits
        - These state-specific permits are required for heavy and hazardous materials transport, including weight-related permits and highway use tax for commercial vehicles.
5. Overweight Permit for Texas (Tractor Over 80,000 lbs)
    - Description: An overweight permit is required for any vehicle (typically a tractor) exceeding the 80,000 lb weight limit in Texas.
    - Requirements: Carriers must apply for the permit before transporting heavy loads that exceed state weight restrictions.
6. Weld County OS/OW Annual Permit
    - Description: An Over-Size/Over-Weight (OS/OW) Annual Permit issued by Weld County in Colorado for commercial vehicles operating on local roads with oversized or overweight loads.
    - Requirements: Carriers must have this permit for each vehicle exceeding legal size or weight limits within the county.
7. Colorado Department of Transportation Annual HazMat Permit
    - Description: Required for carriers transporting hazardous materials through Colorado, this permit ensures compliance with state and federal safety standards.
    - Requirements: Carriers must apply for this permit annually, meet vehicle and driver requirements, and follow approved routes.

This detailed breakdown provides a comprehensive list of licenses, certificates, insurance, and permits necessary for transporting hazardous materials and operating motor carriers across various states and jurisdictions. Each of these requirements ensures compliance with safety standards, environmental protection, and regulatory frameworks that govern the safe transport of hazardous goods across the United States and Canada.

## RNG Partners and Testimonies

“Certarus reacted to our unexpected pipeline outage with urgency and purpose, bringing three spare trailers in from remote terminals across the country on a holiday weekend without any logistical issues. During the pipeline outage, Certarus’ Renewables Dispatch and CNG Drivers through communications and diligence were instrumental in ensuring we were able to process and sell all available digester gas produced during this event. Once the pipeline opened back up for business, Certarus created and implemented schedules that allowed us to keep up with current production and decant the stored gas, all without issues, and I assure you this was no small task. I would recommend Certarus’ services and expertise. If you are in a tough spot with transportation or CNG storage issues, they should be your first call.”
**- Jason Johnson, Chief Operating Officer at Outagamie Clean Energy Partners, LLC**

“Certarus proved to be an excellent partner this last year with a great safety track record along with expertise in transporting and decompressing natural gas, making them the perfect partner for our projects.”
**- Chris Roach, President of Roeslein Alternative Energy**

“Certarus’ safety track record, as well as years of expertise in compressing, transporting, and decompressing natural gas, made them the perfect partner for this project.”
**- Scott Gramm, Manager of Renewable Natural Gas supply with FortisBC**

- Archaea Energy
- bp
- Berq RNG
- Clean Energy
- Dynamic Renewables
- FortisBC
- Landfill Group
- Roeslein Alternative Energy
- SSAB
- Sevana Bioenergy
- UGI Energy Services
- Avolta
- Nacelle Solutions
- Terreva Renewables
- Verbio
- Outagamie Clean Energy Partners (OCEP)

November 27, 2024

# TRAFFIC ASSESSMENT FOR THE PROPOSED CLEAN EAGLE INTERCONNECT PROCESSING RNG FACILITY

4212 Roy Parks Road
Gainesville, Hall County, Georgia 30507

Prepared for:

Archea Energy Operating, LLC

Prepared by:

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# TRAFFIC EVALUATION
# FOR THE PROPOSED
# CLEAN EAGLE INTERCONNECT
# PROPOSED RNG FACILITY
# Gainesville, Hall County, Georgia

Civil & Environmental Consultants, Inc. (CEC) has completed this Traffic Evaluation for the proposed Clean Eagle Interconnect Proposed RNG Facility to be located on the north side of Roy Parks Road just east of Candler Road (SR 60) in Hall County, Gainesville, Georgia. The property address is 4212 Roy Parks Road, Gainesville, Georgia 30507.

## PROJECT DESCRIPTION

It is CECs understanding that Clean Eagle RNG, LLC plans to build a renewable natural gas (RNG) facility on-site at the Eagle Point Landfill in Forsyth County. The landfill will collect landfill gas through a series of wells and pipes to be transported to their RNG facility. Due to the lack of pipelines, Certarus plans to build a compressed natural gas (CNG) plant on the Eagle Point Landfill to compress RNG and truck it to the interconnect site. Clean Eagle will contract with Certarus to build the proposed CNG decant and interconnect facility on Roy Parks Road within Hall County, Gainesville, Georgia. Trucks will deliver CNG from Eagle Point Landfill to the site where gas will be injected into the Liberty pipeline system.

The proposed interconnect facility location along Roy Parks Road is presented in Figure 1. Access to the interconnect site will be provided via two (2) approximately 24 ft wide one-way site access driveways. The western driveway is to be located at the same location of an existing site driveway for the former land use. The eastern driveway will be located approximately 220 feet east of this location. The easternmost driveway will serve as the site entrance while the westernmost driveway will serve as the site exit. Access to the site will be restricted with gates. A copy of the proposed site plan is shown in Figure 2.

Certarus will limit truck traffic Monday through Friday from 6:45 - 7:45am and 2:25 - 4pm to align with school zone time frames and avoid high traffic times. Certarus will use this time for shift change, safety meetings, team updates and trainings, etc.

## EXISTING CONDITIONS

A desktop reconnaissance of the immediate study area was conducted by CEC. A description of the study roadway segments are as follows:

**Roy Parks Road** – Roy Parks Road is an east/west roadway which connects Candler Road (SR 60) from the west to Athens Highway (SR 11) to the east. Roy Parks Road is classified as a functional class 6U – Minor Urban Collector roadway according to the GDOT Traffic Analysis & Data Application (TADA) mapping.

Roy Parks Road is a two-lane undivided roadway. Within the vicinity of Candler Road, Roy Parks Road has an asphalt paved cartway that is approximately 21 feet wide with earth shoulders. At Candler Road, Roy Parks Road is signed with a "No Thru Trucks 10 Wheels or More" sign. There is also a railroad crossing on Roy Parks Road at its intersection with Candler Road. This crossing includes active traffic control devices including flashing warning light signals and gate arms.

**Candler Road (SR 60)** – Candler Road is a north/south roadway which provides regional connections. To the south, SR 60 crosses over I-85 To the north, SR 60 connects to the I-985 interchange and continues north. Candler Road is classified as a functional class 5U – Major Urban Collector roadway south of the site. North of the site, Candler Road is classified as a functional class 4U – Minor Urban Arterial roadway. Functional classifications were obtained from the GDOT Traffic Analysis & Data Application (TADA) mapping.

Within the vicinity of Roy Parks Road, Candler Road is a two-lane undivided roadway with turn lanes provided at major intersections.

**Intersection of Candler Road (SR 60) with Roy Parks Road** – The intersection of Candler Road with Roy Parks Road is unsignalized with stop control provided on the minor street Roy Parks Road westbound approach and the eastbound Dollar General site driveway approach. Candler Road provides a single lane (shared left/through/right turn) approach for northbound traffic and a two-lane (exclusive left turn lane/shared through/right turn) approach for southbound traffic. This southbound left turn lane provides approximately 175 feet of vehicular storage exclusive of taper. The westbound Roy Parks Road approach provides a single lane (shared left/through/right turn) approach for traffic. As previously mentioned, a rail line runs north/south parallel to Candler Road and crosses Roy Parks Road at the intersection. This rail crossing includes active traffic control devices including flashing warning light signals and gate arms. The stop bar/sign for the westbound approach is located on the eastern side of the rail.

## ROADWAY SEGMENTS – DAILY TRAFFIC VOLUMES

Roadway Average Annual Daily Traffic (AADT) volumes within the study area were obtained from the Georgia Department of Transportation (GDOT) Traffic Analysis & Data Application (TADA). The proposed development is expected to have traffic traveling between the Eagle Point

Landfill and the interconnect site. Therefore, the expected travel route from the landfill is along SR 369 to US 19 to SR 53 to I-985 to SR 60 and finally to the interconnect site on Roy Parks Road. As a result, within the vicinity of Roy Parks Road, all traffic will head to or originate from the north on SR 60. New traffic at the intersection of Candler Road (SR 60) with Roy Parks Road is assumed to consist of southbound left turns onto Roy Parks Road and westbound right turns from Roy Parks Road onto Candler Road.

The most recent reported year 2023 AADT volumes were searched along this travel route within the vicinity of the proposed interconnect site on Roy Parks Road. In order to project the traffic for current year 2024 AADT data, a background traffic growth rate of 2.0% per year linear was assumed.

The following roadway segments were selected for traffic volume comparison:

- Roy Parks Road (east of Candler Road);
- Candler Road (north of Roy Parks Road and south of Lee Land Road);
- Mundy Mill Road (SR 53) (south of Old Oakwood Road);
- McEver Road (north of Whiting Road);
- Dawsonville Highway (SR 53) (east of Venture Drive);
- Dawsonville Highway (SR 53) (north of Sundown Way);
- Highway 400 S (US 19) (south of Beartooth Parkway);
- Browns Bridge Road (SR 369) (west of US 19); and
- Matt Highway (SR 369) (east of McBrayer Road).

Based on the data available and as summarized in Table 1, the year 2024 AADT for each of the study roadway segments were identified to be as follows:

- Roy Parks Road
    - 5,641 vehicles
- Candler Road
    - 14,178 vehicles
- Mundy Mill Road
    - 35,802 vehicles
- McEver Road
    - 31,620 vehicles
- Dawsonville Highway (SR 53) (east of Venture Drive)
    - 29,988 vehicles
- Dawsonville Highway (SR 53) (North of Sundown Way)
    - 16,932 vehicles

- Highway 400 S (US 19)
    - 38,760 vehicles
- Browns Bridge Road
    - 19,686 vehicles
- Matt Highway (SR 369)
    - 9,517 vehicles

**ROADWAY SEGMENTS - PEAK HOUR TRAFFIC VOLUMES**

For traffic analysis purposes, the peak hour of activity were conservatively assumed to overlap with traditional AM and PM peak hours of traffic. For analysis purposes, the following peak hours of traffic were utilized:

- Weekday A.M. Peak Hour – 8:00 A.M. – 9:00 A.M.
- Weekday P.M. Peak Hour – 5:00 P.M. – 6:00 P.M.

As shown in Table 1, hourly count volumes were obtained from data collected between years 2021 and 2024. In order to project the traffic for current year 2024 AADT data, a background traffic growth rate of 2.0% per year linear was assumed. As summarized in Table 1, the AM and PM peak hour traffic volumes for each of the study roadway segments were identified to be as follows:

- Roy Parks Road
    - 237 vehicles – AM Peak
    - 385 vehicles – PM Peak
- Candler Road
    - 846 vehicles – AM Peak
    - 1,411 vehicles – PM Peak
- Mundy Mill Road
    - 2,303 vehicles – AM Peak
    - 3,367 vehicles – PM Peak
- McEver Road
    - 2,155 vehicles – AM Peak
    - 3,092 vehicles – PM Peak
- Dawsonville Highway (SR 53) (East of Venture Drive)
    - 1,973 vehicles – AM Peak
    - 2,778 vehicles – PM Peak
- Dawsonville Highway (SR 53) (North of Sundown Way)
    - 1,037 vehicles – AM Peak
    - 1,651 vehicles – PM Peak

- Highway 400 S (US 19)
    - 2,463 vehicles – AM Peak
    - 3,654 vehicles – PM Peak
- Browns Bridge Road
    - 1,770 vehicles – AM Peak
    - 2,155 vehicles – PM Peak
- Matt Highway (SR 369)
    - 878 vehicles – AM Peak
    - 972 vehicles – PM Peak

**SITE GENERATED TRAFFIC**

Trip generation information for an interconnect processing RNG facility is not included in the Institute of Transportation Engineers (ITE) publication *Trip Generation*. Therefore, data obtained from Archea Energy Operating, LLC (Archea) and Certarus was used to estimate the site generated trips.

Certarus will limit truck traffic Monday through Friday from 6:45 - 7:45am and 2:25 - 4pm to align with school zone time frames and avoid high traffic times. Certarus will use this time for shift change, safety meetings, team updates and trainings, etc.

For traffic analysis purposes, the peak hour of activity were conservatively assumed to overlap with traditional AM and PM peak hours of traffic outside of the aforementioned restrictions for school activity. The peak hour of traffic was therefore assumed to be 8-9 AM and 5-6 PM. According to data provided by Archea, up to 13 trucks per day are projected for the interconnect site at maximum capacity. According to data provided by Certarus, up to 35 trucks per day are anticipated for the site at maximum capacity. Therefore, a combined total of 48 trucks per day are anticipated. It is estimated that up to 10% of truck traffic would occur during the weekday commuter AM and PM peak hours of adjacent street traffic (8:00 AM and 5:00 PM).

In addition, up to four (4) employees are expected to work on site during the daylight hours, while the facility will be automated during non-peak hours. Therefore, as presented in Table 2, the estimated peak hour traffic volumes are as follows:

- Total Daily:
    - 48 Trucks Entering / 48 Trucks Exiting / 96 Total
    - 4 Passenger Vehicles Entering / 4 Passenger Vehicles Exiting / 8 Total Trips
    - 52 Trips Entering / 52 Trips Exiting / 104 Total
- AM Peak Hour

  - 5 Trucks Entering / 5 Trucks Exiting / 10 Total
  - 4 Passenger Vehicles Entering / 0 Passenger Vehicles Exiting / 4 Total Trips
  - 9 Trips Entering / 5 Trips Existing / 14 Total Trips
- PM Peak Hour
  - 5 Trucks Entering / 5 Trucks Exiting / 10 Total
  - 0 Passenger Vehicles Entering / 4 Passenger Vehicles Exiting / 4 Total Trips
  - 5 Trips Entering / 9 Trips Existing / 14 Total Trips

**PROJECTED BUILD CONDITION TRAFFIC VOLUMES**

The resultant projected build conditions traffic volumes were determined by combining the available traffic volume data presented in Table 1 with the estimated traffic volumes presented in Table 2. The resultant traffic volumes for the study roadway segments are presented in Table 3 and are as follows:

- Roy Parks Road
  - 5,745 vehicles AADT
  - 251 vehicles – AM Peak
  - 399 vehicles – PM Peak
- Candler Road
  - 14,282 vehicles AADT
  - 860 vehicles – AM Peak
  - 1,425 vehicles – PM Peak
- Mundy Mill Road
  - 35,906 vehicles AADT
  - 2,317 vehicles – AM Peak
  - 3,381 vehicles – PM Peak
- McEver Road
  - 31,724 vehicles AADT
  - 2,169 vehicles – AM Peak
  - 3,106 vehicles – PM Peak
- Dawsonville Highway (SR 53) (east of Venture Drive)
  - 30,092 vehicles AADT
  - 1,987 vehicles – AM Peak
  - 2,792 vehicles – PM Peak

- Dawsonville Highway (SR 53) (north of Sundown Way)

  - 17,036 vehicles AADT
  - 1,051 vehicles – AM Peak
  - 1,665 vehicles – PM Peak
- Highway 400 S (US 19)
  - 38,864 vehicles AADT
  - 2,477 vehicles – AM Peak
  - 3,668 vehicles – PM Peak
- Browns Bridge Road
  - 19,790 vehicles AADT
  - 1,784 vehicles – AM Peak
  - 2,169 vehicles – PM Peak
- Matt Highway (SR 369)
  - 9,621 vehicles AADT
  - 892 vehicles – AM Peak
  - 986 vehicles – PM Peak

The percentage of site traffic for the roadway segments as presented in Table 3 is as follows:

- Roy Parks Road
  - 1.8% of traffic AADT
  - 5.6% of traffic during AM Peak
  - 3.5% of traffic during PM Peak
- Candler Road
  - 0.7% of traffic AADT
  - 1.6% of traffic during AM Peak
  - 1.0% of traffic during PM Peak
- Mundy Mill Road
  - 0.3% of traffic AADT
  - 0.6% of traffic during AM Peak
  - 0.4% of traffic during PM Peak
- McEver Road
  - 0.3% of traffic AADT
  - 0.6% of traffic during AM Peak
  - 0.5% of traffic during PM Peak
- Dawsonville Highway (SR 53) (east of Venture Drive)
  - 0.3% of traffic AADT
  - 0.7% of traffic during AM Peak
  - 0.5% of traffic during PM Peak

- Dawsonville Highway (SR 53) (north of Sundown Way)

  - 0.6% of traffic AADT
  - 1.3% of traffic during AM Peak
  - 0.8% of traffic during PM Peak
- Highway 400 S (US 19)
  - 0.3% of traffic AADT
  - 0.6% of traffic during AM Peak
  - 0.4% of traffic during PM Peak
- Browns Bridge Road
  - 0.5% of traffic AADT
  - 0.8% of traffic during AM Peak
  - 0.6% of traffic during PM Peak
- Matt Highway (SR 369)
  - 1.1% of traffic AADT
  - 1.6% of traffic during AM Peak
  - 1.4% of traffic during PM Peak

## CONCLUSIONS/RECOMMENDATIONS

This study has concluded that the construction of the proposed Clean Eagle Interconnect Processing RNG Facility will have no significant impact on the operations of the adjacent study intersections and roadways. The traffic evaluation found the following:

- As reported, the projected site traffic volumes during operations are not significant and are expected to be accommodated within the existing roadway capacities.
- Projected site traffic is expected to make up less than 1% of AADT traffic volumes on the study roadways with the exception of Roy Parks Road which is less than 2%.
- Projected site traffic is expected to make up less than 2% of peak hour traffic volumes on the study roadways with the exception of Roy Parks Road which is approximately 5% or less.
- No intersection improvements within the vicinity of the proposed interconnect site are anticipated to require traffic control mitigations due to the increase of approximately 14 peak hour trips.
- No intersection capacity degradation are anticipated due to the increase of 14 peak hour trips (two direction) during the peak hours.

- At the intersection of Candler Road with Roy Parks Road, the existing southbound left turn lane, which provides 175 feet of vehicular storage, is expected to be sufficient to accommodate the projected traffic volumes including truck traffic.
- No new turn lanes on Roy Parks Road at the proposed stie entrance driveway are anticipated with the AM peak hour entering volume of up to nine (9) vehicles entering.
- The proposed site exit driveway should be controlled with stop control on the driveway approach to Roy Parks Road.
- The proposed site driveways should provide sight triangles that are free of sight line obstructions such as trees, bushes, vegetation, etc. to maintain a clear line of sight for turning maneuvers. Any new vegetation within the sight lines of the driveway should be maintained at a height of 2 feet or less to provide unobstructed views.
- Site access driveways should be designed to accommodate the largest expected design vehicle entering/existing the driveway.
- Certarus will limit truck traffic Monday through Friday from 6:45 - 7:45am and 2:25 - 4pm to align with school zone time frames and avoid high traffic times. Certarus will use this time for shift change, safety meetings, team updates and trainings, etc.

# TABLES

**TABLE 1**
**HISTORICAL VOLUME SUMMARY [1]**
**Proposed Clean Eagle Interconnect Processing RNG Facility**
**Gainesville, Hall County, Georgia**

| Roadway Segment | | | Traffic Volume Data[1][2] | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | AADT | | | AM Peak Hour Traffic Volume (7:00 AM) | | | PM Peak Hour Traffic Volume (Study Area Peak 5:00 PM) | | |
| | | | | | | | Two-Way Volume | | | Two-Way Volume | | |
| Name | Site ID | Location | Most Recent Count Date | Year | AADT | Projected 2024 | Year | Volume | Projected 2024 | Year | Volume | Projected 2024 |
| Roy Parks Road | 139-8109 | East of Candler Road | Tuesday, March 23, 2021 | 2023 | 5,530 | 5,641 | 2021 | 311 | 330 | 2021 | 363 | 385 |
| Candler Road (SR 60) | 139-0303 | South of Lee Land Road (north of site) | Wednesday, July 14, 2021 | 2023 | 13,900 | 14,178 | 2021 | 1,094 | 1,160 | 2021 | 1,331 | 1,411 |
| Candler Road (SR 60) | 139-0307 | north of I-985 interchange | Wednesday, October 25, 2023 | 2023 | 29,000 | 29,580 | 2023 | 2,430 | 2,479 | 2023 | 2,491 | 2,541 |
| Dawsonville Highway (SR 53) | 139-0258 | south of McEver Road | Wednesday, March 20, 2024 | 2023 | 31,000 | 31,620 | 2024 | 2,210 | 2,210 | 2024 | 2,920 | 2,920 |
| Dawsonville Highway (SR 53) | 139-0267 | east of Sardis Road | Wednesday, July 27, 2022 | 2023 | 29,400 | 29,988 | 2022 | 1,989 | 2,069 | 2022 | 2,671 | 2,778 |
| Keith Bridge Road (SR 306) | 117-0055 | south of Leland Drive | Tuesday, September 12, 2023 | 2023 | 14,000 | 14,280 | 2023 | 1,038 | 1,059 | 2023 | 1,311 | 1,337 |
| Browns Bridge Road (SR 369) | 1174-0069 | west of US 19 | Tuesday, October 24, 2023 | 2023 | 19,300 | 19,686 | 2023 | 1,646 | 1,679 | 2023 | 2,113 | 2,155 |
| Matt Highway (SR 369) | 117-0063 | east of McBrayer Road | Wednesday, April 3, 2024 | 2023 | 9,330 | 9,517 | 2024 | 820 | 820 | 2024 | 972 | 972 |

(1) Traffic count data obtained form the GDOT Traffic Analysis & Data Application (TADA).

(2) Projected year 2024 volumes was estimated assuming a liner 2.0% per year growth rate.

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**TABLE 2**
**ESTIMATED TRIP GENERATION [1]**
**Proposed Clean Eagle Interconnect Processing RNG Facility**
**Gainesville, Hall County, Georgia**

| Trip Type | Daily Projected Maximum Capacity (24-hour operation) | AM Peak Hour (assumed 7:00 AM) (estimate 10% of daily total truck traffic) | | | PM Peak Hour (assumed 5:00 PM) (estimate 10% of daily total) | | |
|---|---|---|---|---|---|---|---|
| | | Enter | Exit | Total | Enter | Exit | Total |
| Archea Energy RNG Trucks | 13 trucks | 1 | 1 | 2 | 1 | 1 | 2 |
| Certarus Trucks | 35 trucks | 4 | 4 | 8 | 4 | 4 | 8 |
| On-Site Workers (passenger vehicle) | 4 | 4 | 0 | 4 | 0 | 4 | 4 |
| **Total Trips** | **104** | **9** | **5** | **14** | **5** | **9** | **14** |

(1) Data provided by Client.

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**TABLE 3**
**PROJECTED TRAFFIC VOLUME SUMMARY [1]**
**Proposed Clean Eagle Interconnect Processing RNG Facility**
**Gainesville, Hall County, Georgia**

| Roadway Segment | | | Traffic Volumes [1] | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Name | Site ID | Location | 2024 Existing AADT | Projected Daily Site Trips | Total AADT (existing + site) | Percentage of future Traffic | AM Peak Hour Traffic Volume (7:00 AM) | | | | PM Peak Hour Traffic Volume (Study Area Peak 5:00 PM) | | | |
| | | | | | | | Two-Way Volume | | | | Two-Way Volume | | | |
| | | | | | | | 2024 Existing Peak Hour | Site Trips | Total Peak Hour Volume | Percentage of future Traffic | 2024 Existing Peak Hour | Site Trips | Total Peak Hour Volume | Percentage of future Traffic |
| Roy Parks Road | 139-8109 | East of Candler Road | 5,641 | 104 | 5,745 | 1.8% | 330 | 14 | 344 | 4.1% | 385 | 14 | 399 | 3.5% |
| Candler Road (SR 60) | 139-0303 | South of Lee Land Road (north of site) | 14,178 | 104 | 14,282 | 0.7% | 1,160 | 14 | 1,174 | 1.2% | 1,411 | 14 | 1,425 | 1.0% |
| Candler Road (SR 60) | 139-0307 | north of I-985 interchange | 29,580 | 104 | 29,684 | 0.4% | 2,479 | 14 | 2,493 | 0.6% | 2,541 | 14 | 2,555 | 0.5% |
| Dawsonville Highway (SR 53) | 139-0258 | south of McEver Road | 31,620 | 104 | 31,724 | 0.3% | 2,210 | 14 | 2,224 | 0.6% | 2,920 | 14 | 2,934 | 0.5% |
| Dawsonville Highway (SR 53) | 139-0267 | east of Sardis Road | 29,988 | 104 | 30,092 | 0.3% | 2,069 | 14 | 2,083 | 0.7% | 2,778 | 14 | 2,792 | 0.5% |
| Keith Bridge Road (SR 306) | 117-0055 | south of Leland Drive | 14,280 | 104 | 14,384 | 0.7% | 1,059 | 14 | 1,073 | 1.3% | 1,337 | 14 | 1,351 | 1.0% |
| Browns Bridge Road (SR 369) | 1174-0069 | west of US 19 | 19,686 | 104 | 19,790 | 0.5% | 1,679 | 14 | 1,693 | 0.8% | 2,155 | 14 | 2,169 | 0.6% |
| Matt Highway (SR 369) | 117-0063 | east of McBrayer Road | 9,517 | 104 | 9,621 | 1.1% | 820 | 14 | 834 | 1.7% | 972 | 14 | 986 | 1.4% |

(1) From Table 1 and Table 2.

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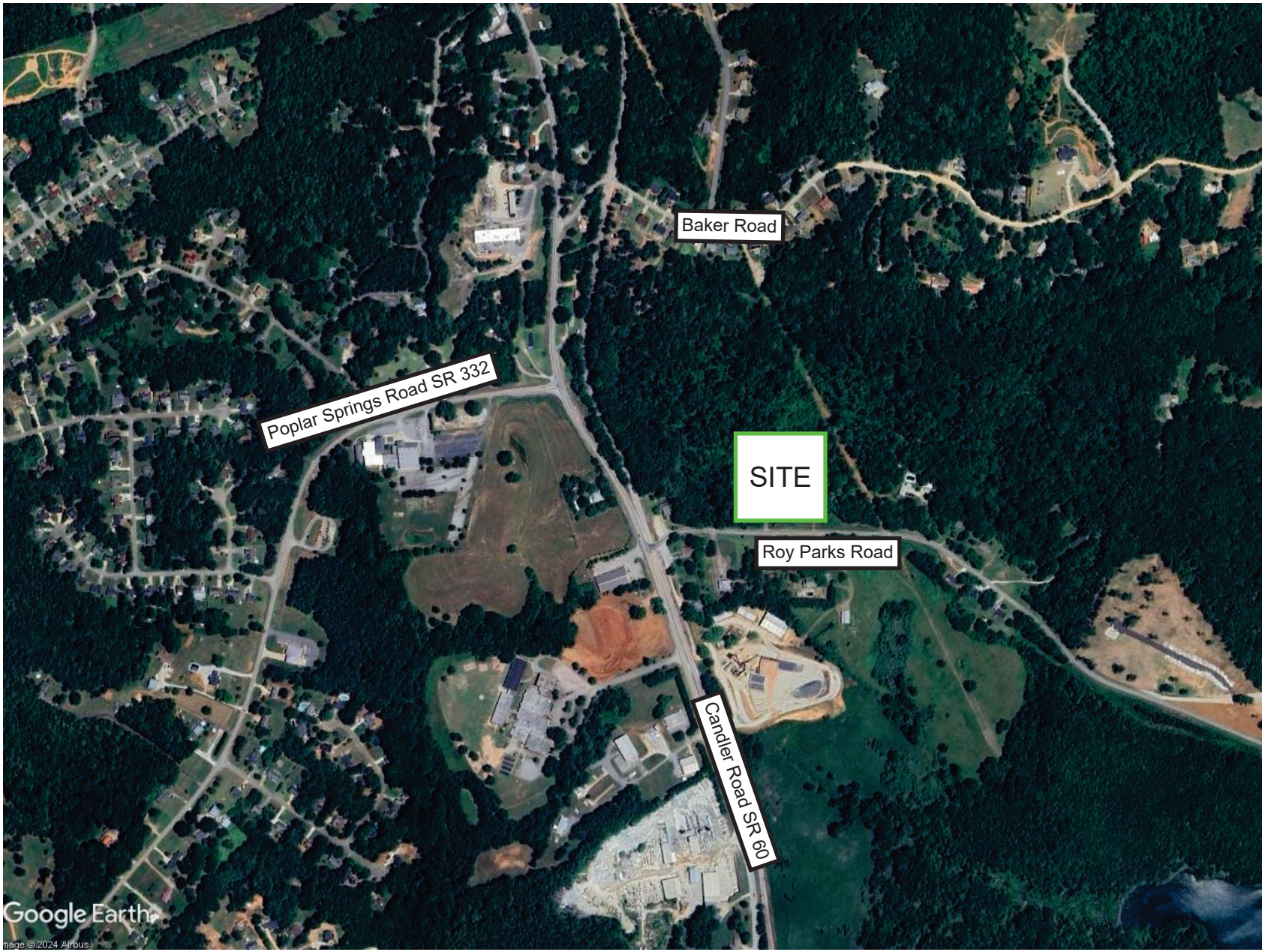
# FIGURES




Civil & Environmental Consultants, Inc.
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Ph: 412.429.2324 · 800.365.2324
www.cecinc.com

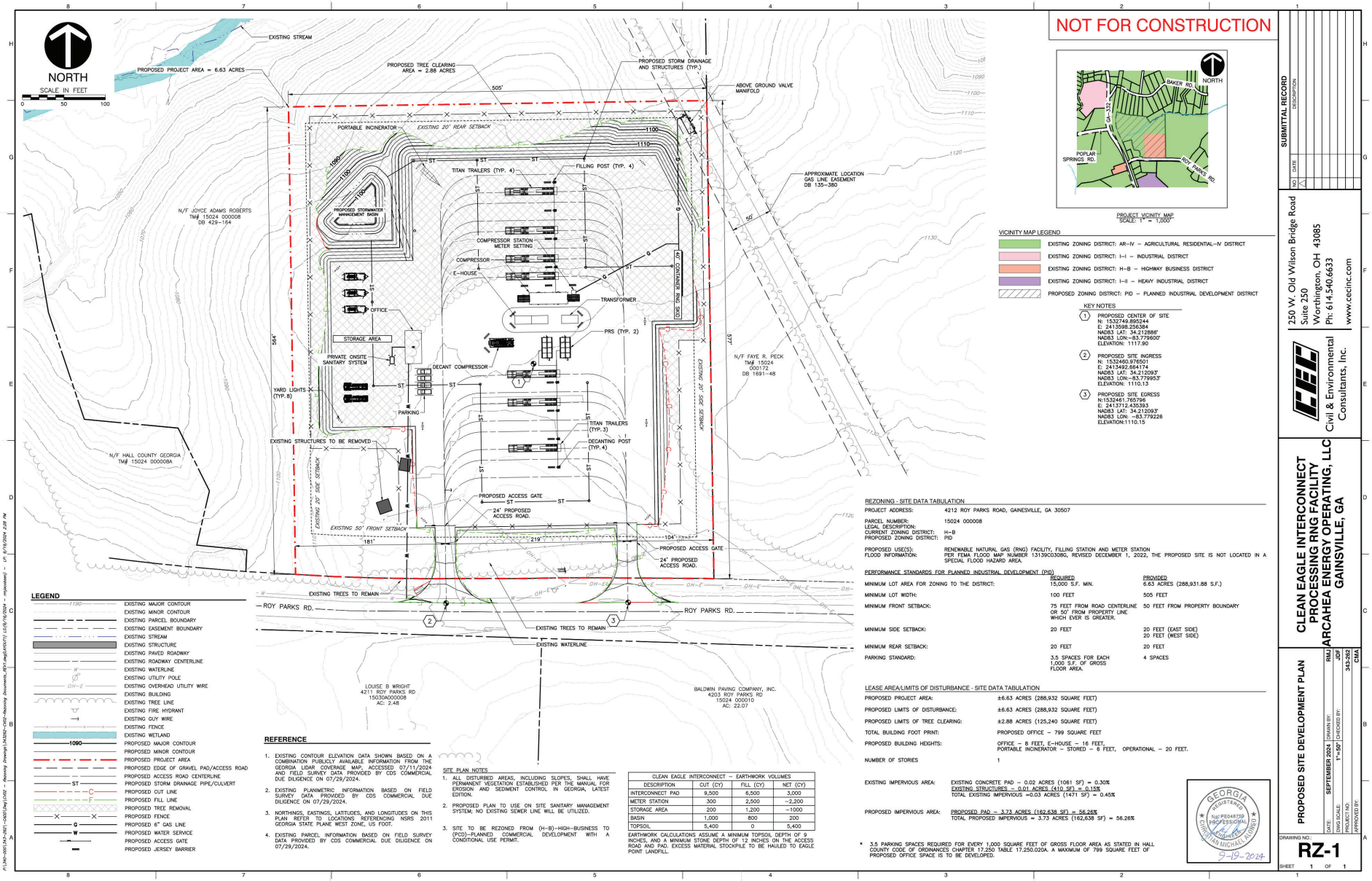
Clean Eagle Interconnect
Proposed RNG Facility
Gainsville, Hall County, Georgia

Site Location

| | | | |
|---|---|---|---|
| DRAWN BY: CAD | CHECKED BY: CTZ | APPROVED BY: CAD | FIGURE NO.: 1 |
| DATE: November 2024 | DWG SCALE: nts | PROJECT NO.: 343-262 | |

01.21.2025 - Item 3

NOT FOR CONSTRUCTION







PROJECT VICINITY MAP
SCALE: 1" = 1,000'

VICINITY MAP LEGEND

- EXISTING ZONING DISTRICT: AR-IV – AGRICULTURAL RESIDENTIAL-IV DISTRICT
- EXISTING ZONING DISTRICT: I-I – INDUSTRIAL DISTRICT
- EXISTING ZONING DISTRICT: H-B – HIGHWAY BUSINESS DISTRICT
- EXISTING ZONING DISTRICT: I-II – HEAVY INDUSTRIAL DISTRICT
- PROPOSED ZONING DISTRICT: PID – PLANNED INDUSTRIAL DEVELOPMENT DISTRICT

KEY NOTES

1. PROPOSED CENTER OF SITE
   N: 1532749.895244
   E: 2413598.256384
   NAD83 LAT: 34.212886°
   NAD83 LON:-83.779600°
   ELEVATION: 1117.90
2. PROPOSED SITE INGRESS
   N: 1532460.976501
   E: 2413492.664174
   NAD83 LAT: 34.212093°
   NAD83 LON:-83.779953°
   ELEVATION: 1110.13
3. PROPOSED SITE EGRESS
   N:1532461.765796
   E: 2413712.435393
   NAD83 LAT: 34.212093°
   NAD83 LON: -83.779226
   ELEVATION1110.15

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING PARCEL BOUNDARY
- EXISTING EASEMENT BOUNDARY
- EXISTING STREAM
- EXISTING STRUCTURE
- EXISTING PAVED ROADWAY
- EXISTING ROADWAY CENTERLINE
- EXISTING WATERLINE
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY WIRE
- EXISTING BUILDING
- EXISTING TREE LINE
- EXISTING FIRE HYDRANT
- EXISTING GUY WIRE
- EXISTING FENCE
- EXISTING WETLAND
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED PROJECT AREA
- PROPOSED EDGE OF GRAVEL PAD/ACCESS ROAD
- PROPOSED ACCESS ROAD CENTERLINE
- PROPOSED STORM DRAINAGE PIPE/CULVERT
- PROPOSED CUT LINE
- PROPOSED FILL LINE
- PROPOSED TREE REMOVAL
- PROPOSED FENCE
- PROPOSED 6" GAS LINE
- PROPOSED WATER SERVICE
- PROPOSED ACCESS GATE
- PROPOSED JERSEY BARRIER

REFERENCE

1. EXISTING CONTOUR ELEVATION DATA SHOWN BASED ON A COMBINATION PUBLICLY AVAILABLE INFORMATION FROM THE GEORGIA LIDAR COVERAGE MAP, ACCESSED 07/11/2024 AND FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.
2. EXISTING PLANIMETRIC INFORMATION BASED ON FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.
3. NORTHINGS, EASTINGS, LATITUDES, AND LONGITUDES ON THIS PLAN REFER TO LOCATIONS REFERENCING NSRS 2011 GEORGIA STATE PLANE WEST ZONE, US FOOT.
4. EXISTING PARCEL INFORMATION BASED ON FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.

SITE PLAN NOTES

1. ALL DISTURBED AREAS, INCLUDING SLOPES, SHALL HAVE PERMANENT VEGETATION ESTABLISHED PER THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, LATEST EDITION.
2. PROPOSED PLAN TO USE ON SITE SANITARY MANAGEMENT SYSTEM; NO EXISTING SEWER LINE WILL BE UTILIZED.
3. SITE TO BE REZONED FROM (H-B)–HIGH–BUSINESS TO (PCD)–PLANNED COMMERCIAL DEVELOPMENT WITH A CONDITIONAL USE PERMIT.

CLEAN EAGLE INTERCONNECT – EARTHWORK VOLUMES

| DESCRIPTION | CUT (CY) | FILL (CY) | NET (CY) |
|---|---|---|---|
| INTERCONNECT PAD | 9,500 | 6,500 | 3,000 |
| METER STATION | 300 | 2,500 | -2,200 |
| STORAGE AREA | 200 | 1,200 | -1000 |
| BASIN | 1,000 | 800 | 200 |
| TOPSOIL | 5,400 | 0 | 5,400 |

EARTHWORK CALCULATIONS ASSUME A MINIMUM TOPSOIL DEPTH OF 9 INCHES, AND A MINIMUM STONE DEPTH OF 12 INCHES ON THE ACCESS ROAD AND PAD. EXCESS MATERIAL STOCKPILE TO BE HAULED TO EAGLE POINT LANDFILL.

REZONING - SITE DATA TABULATION

| | |
|---|---|
| PROJECT ADDRESS: | 4212 ROY PARKS ROAD, GAINESVILLE, GA 30507 |
| PARCEL NUMBER: | 15024 000008 |
| LEGAL DESCRIPTION: | |
| CURRENT ZONING DISTRICT: | H-B |
| PROPOSED ZONING DISTRICT: | PID |
| PROPOSED USE(S): | RENEWABLE NATURAL GAS (RNG) FACILITY, FILLING STATION AND METER STATION |
| FLOOD INFORMATION: | PER FEMA FLOOD MAP NUMBER 13139C0308G, REVISED DECEMBER 1, 2022, THE PROPOSED SITE IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. |

PERFORMANCE STANDARDS FOR PLANNED INDUSTRIAL DEVELOPMENT (PID)

| | REQUIRED | PROVIDED |
|---|---|---|
| MINIMUM LOT AREA FOR ZONING TO THE DISTRICT: | 15,000 S.F. MIN. | 6.63 ACRES (288,931.88 S.F.) |
| MINIMUM LOT WIDTH: | 100 FEET | 505 FEET |
| MINIMUM FRONT SETBACK: | 75 FEET FROM ROAD CENTERLINE OR 50' FROM PROPERTY LINE WHICH EVER IS GREATER. | 50 FEET FROM PROPERTY BOUNDARY |
| MINIMUM SIDE SETBACK: | 20 FEET | 20 FEET (EAST SIDE)<br>20 FEET (WEST SIDE) |
| MINIMUM REAR SETBACK: | 20 FEET | 20 FEET |
| PARKING STANDARD: | 3.5 SPACES FOR EACH 1,000 S.F. OF GROSS FLOOR AREA. | 4 SPACES |

LEASE AREA/LIMITS OF DISTURBANCE - SITE DATA TABULATION

| | |
|---|---|
| PROPOSED PROJECT AREA: | ±6.63 ACRES (288,932 SQUARE FEET) |
| PROPOSED LIMITS OF DISTURBANCE: | ±6.63 ACRES (288,932 SQUARE FEET) |
| PROPOSED LIMITS OF TREE CLEARING: | ±2.88 ACRES (125,240 SQUARE FEET) |
| TOTAL BUILDING FOOT PRINT: | PROPOSED OFFICE – 799 SQUARE FEET |
| PROPOSED BUILDING HEIGHTS: | OFFICE – 8 FEET, E-HOUSE – 16 FEET, PORTABLE INCINERATOR – STORED – 6 FEET, OPERATIONAL – 20 FEET. |
| NUMBER OF STORIES | 1 |
| EXISTING IMPERVIOUS AREA: | EXISTING CONCRETE PAD – 0.02 ACRES (1061 SF) = 0.30%<br>EXISTING STRUCTURES – 0.01 ACRES (410 SF) = 0.15%<br>TOTAL EXISTING IMPERVIOUS =0.03 ACRES (1471 SF) = 0.45% |
| PROPOSED IMPERVIOUS AREA: | PROPOSED PAD – 3.73 ACRES (162,638 SF) = 56.26%<br>TOTAL PROPOSED IMPERVIOUS = 3.73 ACRES (162,638 SF) = 56.26% |

* 3.5 PARKING SPACES REQUIRED FOR EVERY 1,000 SQUARE FEET OF GROSS FLOOR AREA AS STATED IN HALL COUNTY CODE OF ORDINANCES CHAPTER 17.250 TABLE 17.250.020A. A MAXIMUM OF 799 SQUARE FEET OF PROPOSED OFFICE SPACE IS TO BE DEVELOPED.

GEORGIA REGISTERED No. PE048759 PROFESSIONAL ENGINEER CHRISTOPHER MICHAEL ARNOLD 5-9-2024

SUBMITTAL RECORD

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | | |


250 W. Old Wilson Bridge Road
Suite 250
Worthington, OH 43085
Ph: 614.540.6633
www.cecinc.com
Civil & Environmental Consultants, Inc.


CLEAN EAGLE INTERCONNECT
PROCESSING RNG FACILITY
ARCAHEA ENERGY OPERATING, LLC
GAINSVILLE, GA

PROPOSED SITE DEVELOPMENT PLAN

| | |
|---|---|
| DRAWN BY: | RMJ |
| CHECKED BY: | JDP |
| DATE: | SEPTEMBER 2024 |
| DWG SCALE: | 1"=50' |
| PROJECT NO: | 343-262 |
| APPROVED BY: | CMA |

DRAWING NO.: RZ-1
SHEET 1 OF 1


Civil & Environmental Consultants, Inc.
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www.cecinc.com

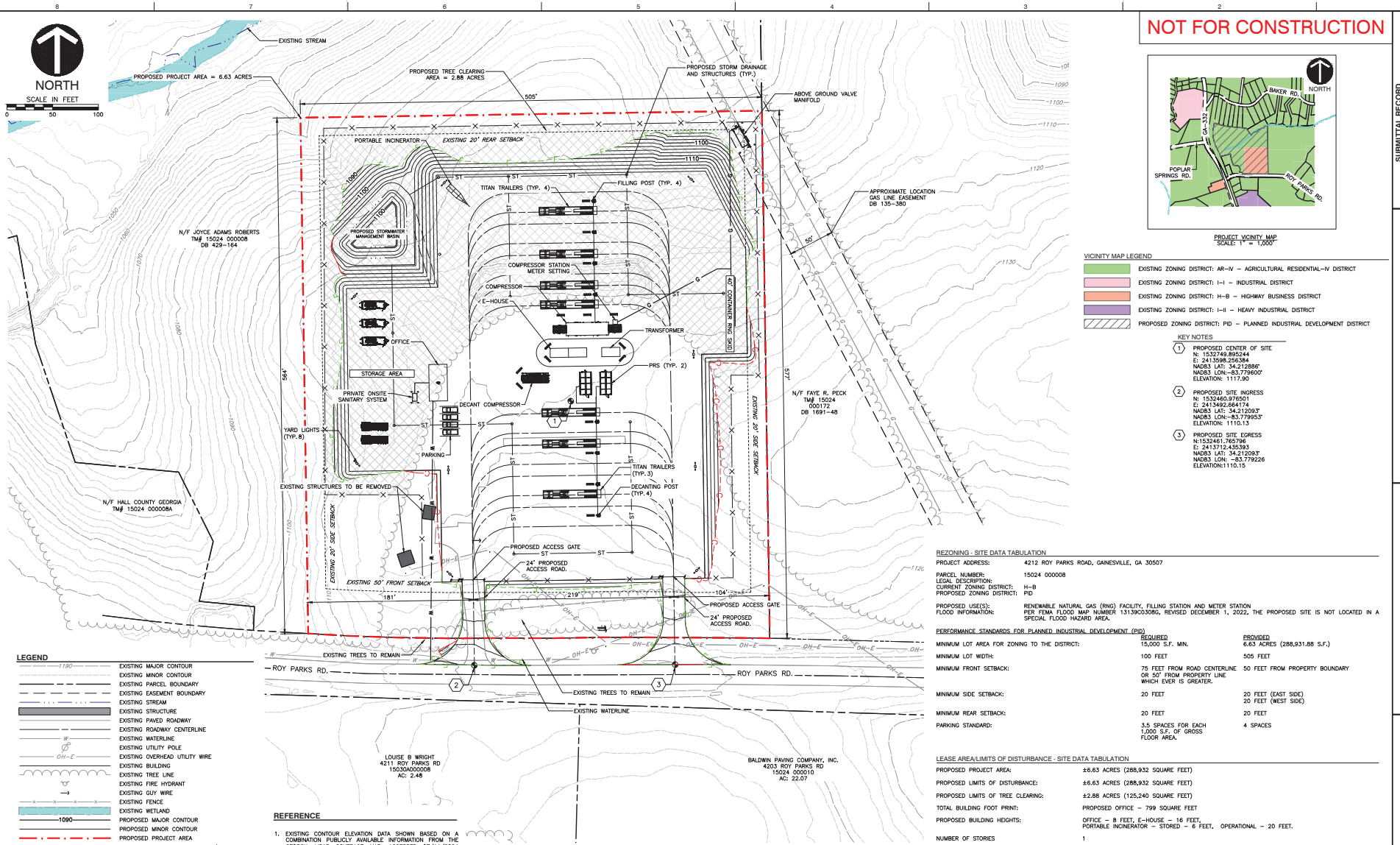

# Clean Eagle Interconnect
# Proposed RNG Facility
# Gainsville, Hall County, Georgia

## Site Plan

| | | | |
|---|---|---|---|
| DRAWN BY: CAD | CHECKED BY: CTZ | APPROVED BY: CAD | FIGURE NO.: 2 |
| DATE: November 2024 | DWG SCALE: nts | PROJECT NO.: 343-262 | |

01.21.2025 - Item 3

NOT FOR CONSTRUCTION







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SCALE: 1" = 1,000'

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   N:1532461.765796
   E: 2413712.435393
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   ELEVATION:1110.15

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- EXISTING MINOR CONTOUR
- EXISTING PARCEL BOUNDARY
- EXISTING EASEMENT BOUNDARY
- EXISTING STREAM
- EXISTING STRUCTURE
- EXISTING PAVED ROADWAY
- EXISTING ROADWAY CENTERLINE
- EXISTING WATERLINE
- EXISTING UTILITY POLE
- EXISTING OVERHEAD UTILITY WIRE
- EXISTING BUILDING
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2. EXISTING PLANIMETRIC INFORMATION BASED ON FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.
3. NORTHINGS, EASTINGS, LATITUDES, AND LONGITUDES ON THIS PLAN REFER TO LOCATIONS REFERENCING NSRS 2011 GEORGIA STATE PLANE WEST ZONE, US FOOT.
4. EXISTING PARCEL INFORMATION BASED ON FIELD SURVEY DATA PROVIDED BY CDS COMMERCIAL DUE DILIGENCE ON 07/29/2024.

## SITE PLAN NOTES

1. ALL DISTURBED AREAS, INCLUDING SLOPES, SHALL HAVE PERMANENT VEGETATION ESTABLISHED PER THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, LATEST EDITION.
2. PROPOSED PLAN TO USE ON SITE SANITARY MANAGEMENT SYSTEM; NO EXISTING SEWER LINE WILL BE UTILIZED.
3. SITE TO BE REZONED FROM (H–B)–HIGH–BUSINESS TO (PCD)–PLANNED COMMERCIAL DEVELOPMENT WITH A CONDITIONAL USE PERMIT.

CLEAN EAGLE INTERCONNECT – EARTHWORK VOLUMES

| DESCRIPTION | CUT (CY) | FILL (CY) | NET (CY) |
|---|---|---|---|
| INTERCONNECT PAD | 9,500 | 6,500 | 3,000 |
| METER STATION | 300 | 2,500 | -2,200 |
| STORAGE AREA | 200 | 1,200 | -1000 |
| BASIN | 1,000 | 800 | 200 |
| TOPSOIL | 5,400 | 0 | 5,400 |

EARTHWORK CALCULATIONS ASSUME A MINIMUM TOPSOIL DEPTH OF 9 INCHES, AND A MINIMUM STONE DEPTH OF 12 INCHES ON THE ACCESS ROAD AND PAD. EXCESS MATERIAL STOCKPILE TO BE HAULED TO EAGLE POINT LANDFILL.

## REZONING - SITE DATA TABULATION

| | |
|---|---|
| PROJECT ADDRESS: | 4212 ROY PARKS ROAD, GAINESVILLE, GA 30507 |
| PARCEL NUMBER: | 15024 000008 |
| LEGAL DESCRIPTION: | |
| CURRENT ZONING DISTRICT: | H–B |
| PROPOSED ZONING DISTRICT: | PID |
| PROPOSED USE(S): | RENEWABLE NATURAL GAS (RNG) FACILITY, FILLING STATION AND METER STATION |
| FLOOD INFORMATION: | PER FEMA FLOOD MAP NUMBER 13139C0308G, REVISED DECEMBER 1, 2022, THE PROPOSED SITE IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. |

PERFORMANCE STANDARDS FOR PLANNED INDUSTRIAL DEVELOPMENT (PID)

| | REQUIRED | PROVIDED |
|---|---|---|
| MINIMUM LOT AREA FOR ZONING TO THE DISTRICT: | 15,000 S.F. MIN. | 6.63 ACRES (288,931.88 S.F.) |
| MINIMUM LOT WIDTH: | 100 FEET | 505 FEET |
| MINIMUM FRONT SETBACK: | 75 FEET FROM ROAD CENTERLINE OR 50' FROM PROPERTY LINE WHICH EVER IS GREATER. | 50 FEET FROM PROPERTY BOUNDARY |
| MINIMUM SIDE SETBACK: | 20 FEET | 20 FEET (EAST SIDE)<br>20 FEET (WEST SIDE) |
| MINIMUM REAR SETBACK: | 20 FEET | 20 FEET |
| PARKING STANDARD: | 3.5 SPACES FOR EACH 1,000 S.F. OF GROSS FLOOR AREA. | 4 SPACES |

## LEASE AREA/LIMITS OF DISTURBANCE - SITE DATA TABULATION

| | |
|---|---|
| PROPOSED PROJECT AREA: | ±6.63 ACRES (288,932 SQUARE FEET) |
| PROPOSED LIMITS OF DISTURBANCE: | ±6.63 ACRES (288,932 SQUARE FEET) |
| PROPOSED LIMITS OF TREE CLEARING: | ±2.88 ACRES (125,240 SQUARE FEET) |
| TOTAL BUILDING FOOT PRINT: | PROPOSED OFFICE – 799 SQUARE FEET |
| PROPOSED BUILDING HEIGHTS: | OFFICE – 8 FEET, E–HOUSE – 16 FEET, PORTABLE INCINERATOR – STORED – 6 FEET, OPERATIONAL – 20 FEET. |
| NUMBER OF STORIES | 1 |
| EXISTING IMPERVIOUS AREA: | EXISTING CONCRETE PAD – 0.02 ACRES (1061 SF) = 0.30%<br>EXISTING STRUCTURES – 0.01 ACRES (410 SF) = 0.15%<br>TOTAL EXISTING IMPERVIOUS =0.03 ACRES (1471 SF) = 0.45% |
| PROPOSED IMPERVIOUS AREA: | PROPOSED PAD – 3.73 ACRES (162,638 SF) = 56.26%<br>TOTAL PROPOSED IMPERVIOUS = 3.73 ACRES (162,638 SF) = 56.26% |

* 3.5 PARKING SPACES REQUIRED FOR EVERY 1,000 SQUARE FEET OF GROSS FLOOR AREA AS STATED IN HALL COUNTY CODE OF ORDINANCES CHAPTER 17.250 TABLE 17.250.020A. A MAXIMUM OF 799 SQUARE FEET OF PROPOSED OFFICE SPACE IS TO BE DEVELOPED.

GEORGIA REGISTERED PROFESSIONAL ENGINEER CHRISTIAN MICHAEL FLOWERS No. PE048759
9-19-2024

SUBMITTAL RECORD

| NO | DATE | DESCRIPTION |
|---|---|---|
| | | |


250 W. Old Wilson Bridge Road
Suite 250
Worthington, OH 43085
Ph: 614.540.6633
www.cecinc.com
Civil & Environmental Consultants, Inc.


CLEAN EAGLE INTERCONNECT
PROCESSING RNG FACILITY
ARCAHEA ENERGY OPERATING, LLC
GAINSVILLE, GA

PROPOSED SITE DEVELOPMENT PLAN

| | |
|---|---|
| DATE: | SEPTEMBER 2024 |
| DWG SCALE: | 1" = 50' |
| PROJECT NO: | |
| DRAWN BY: | RMJ |
| CHECKED BY: | JDF |
| | 343-262 |
| APPROVED BY: | CMA |

DRAWING NO.:
RZ-1
SHEET 1 OF 1


P:\343-0001\343-0021-GRADING\GRD - Planning Drawings\343GRD_RZ01.dwg(LAYOUT1) - LEON 9/19/2024 - mjacobsen) - LD: 9/19/2024 2:28 PM

This survey coordinated, but not performed, by Commercial Due Diligence Services. Survey obtained from and certified to by a land surveyor licensed in the state property is located.

CDS COMMERCIAL DUE DILIGENCE SERVICES

## 1 TITLE DESCRIPTION

THIS LEGAL DESCRIPTION IS TENTATIVE, AND WILL BE REVISED UPON RECEIPT OF A CURRENT, ACCURATE SURVEY OF THE LAND.

ALL THAT 46.2 ACRE TRACT OF LAND LYING IN THE CANDLER DISTRICT GM 1385 OF HALL COUNTY, GEORGIA AND BEING SHOWN FULLY ON A PLAT OF "PROPERTY OF MARVIN WEST" WHICH PLAT WAS CERTIFIED BY WM. H. COLLINS, GEORGIA REGISTERED LAND SURVEYOR NUMBER 1435 OF FARLEY-COLLINS & ASSOCIATES, SURVEYORS, DATED JULY 1, 1965 AND RECORDED IN PLAT BOOK 44, PAGE 121 OF HALL COUNTY, GEORGIA DEED RECORDS TO WHICH PLAT AND THE RECORDING OF SAME REFERENCE IS HEREBY MADE FOR PURPOSES OF DESCRIPTION.

LESS AND EXCEPT FROM THE PROPERTY THE FOLLOWING TWO (2) TRACTS:

(A) PROPERTY CONVEYED BY DEED FROM MARVIN WEST TO FRANK T. PEPPER, DATED JULY 30, 1956, FILED FOR RECORD JULY 31, 1956, AND RECORDED IN DEED BOOK 163, PAGE 437, HALL COUNTY, GEORGIA RECORDS.
(B) PROPERTY CONVEYED BY WARRANTY DEED FROM JOYCE A. ROBERTS TO FAYE R. PECK, DATED DECEMBER 23, 1991, FILED FOR RECORD DECEMBER 26, 1991, AND RECORDED IN DEED BOOK 1691, PAGE 48, HALL COUNTY, GEORGIA RECORDS.

THE LAND SHOWN IN THIS SURVEY IS THE SAME AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NO. NCS-1219027-HOU1 BEARING AN EFFECTIVE DATE OF MAY 7 2024.

## AS-MEASURED DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING AND BEING SITUATE IN THE CANDLER DISTRICT GM 1385 OF HALL COUNTY, GEORGIA, WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIN OLD 5/8" SOLID ROD, LOCATED ON THE NORTHERN RIGHT OF WAY OF ROY PARKS ROAD, SAID REBAR BEING 361.5' FROM THE CENTERLINE-CENTERLINE INTERSECTION OF GAINESVILLE-MIDLAND RAILROAD AND ROY PARKS ROAD; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING THE FOLLOWING COURSES AND DISTANCES: N 02-35-26 E 25.95 FEET TO AN IRON PIN OLD 1/2" CRIMP TOP; THENCE N 84-27-45 W 60.78 FEET TO AN IRON PIN OLD 1/2" OPEN TOP; THENCE N 13-09-33 E 67.34 FEET TO AN IRON PIN OLD 1/2" OPEN TOP; THENCE N 26-31-54 W 84.67 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE N 84-39-45 W 113.66 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE N 18-33-38 W 136.20 FEET TO AN IRON PIN SET 1/2" REBAR; THENCE N 09-45-06 W 120.62 FEET TO AN IRON PIN OLD 3/4" BOLT (BENT); THENCE S 74-19-56 W 214.26 FEET TO AN IRON PIN OLD 3/4" BOLT, LOCATED ON THE EASTERN RIGHT OF WAY OF THE GAINESVILLE-MIDLAND RAILROAD; THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY, THE FOLLOWING COURSES AND DISTANCES: N 24-48-01 W 57.24 FEET TO A POINT; THENCE N 26-21-44 W 58.17 FEET TO A POINT; THENCE N 25-34-47 W 54.46 FEET TO A POINT; THENCE N 24-45-24 W 52.94 FEET TO A POINT; THENCE N 22-42-00 W 54.71 FEET TO A POINT; THENCE N 20-48-19 W 56.09 FEET TO A POINT; THENCE N 15-06-15 W 47.52 FEET TO A POINT; THENCE N 11-34-51 W 42.75 FEET TO A POINT; THENCE N 07-45-11 W 49.01 FEET TO A POINT; THENCE N 03-51-45 W 49.42 FEET TO A POINT; THENCE N 00-06-45 W 44.75 FEET TO A POINT; THENCE N 03-29-06 E 46.69 FEET TO A POINT; THENCE N 06-56-37 E 50.74 FEET TO A POINT; THENCE N 08-33-56 E 50.71 FEET TO A POINT; THENCE N 08-55-57 E 49.32 FEET TO A POINT; THENCE TURNING AND LEAVING SAID RIGHT OF WAY AND RUNNING THE FOLLOWING COURSES AND DISTANCES: S 73-10-22 E 101.97 FEET TO AN IRON PIN OLD 5/8" REBAR (BENT); THENCE S 74-08-02 E 124.37 FEET TO AN IRON PIN OLD 1" OPEN TOP; THENCE S 82-08-51 E 94.72 FEET TO AN IRON PIN OLD 5/8" REBAR; THENCE S 84-37-11 E 78.48 FEET TO AN IRON PIN OLD 1/2" REBAR; THENCE S 84-38-26 E 305.83 FEET TO AN IRON PIN OLD 1/2" REBAR; THENCE S 34-07-15 E 185.31 FEET TO A POINT IN THE CENTERLINE OF A CREEK, CROSSING OVER AN IRON PIN SET 1/2" REBAR AT 155.31 FEET AS A REFERENCE; THENCE TURNING AND RUNNING WITH THE CENTERLINE OF SAID CREEK AS THE LINE, THE FOLLOWING COURSES AND DISTANCES: N 63-21-06 E 12.73 FEET TO A POINT; THENCE N 43-33-41 E 27.12 FEET TO A POINT; THENCE N 16-12-39 E 7.01 FEET TO A POINT; THENCE N 26-10-57 E 7.88 FEET TO A POINT; THENCE N 43-58-07 E 8.10 FEET TO A POINT; THENCE N 63-53-28 E 7.32 FEET TO A POINT; THENCE N 68-25-44 E 11.20 FEET TO A POINT; THENCE N 50-47-11 E 46.89 FEET TO A POINT; THENCE N 64-41-25 E 43.41 FEET TO A POINT; THENCE N 13-37-48 E 8.96 FEET TO A POINT; THENCE N 05-54-15 E 8.27 FEET TO A POINT; THENCE N 81-04-59 E 10.18 FEET TO A POINT; THENCE S 75-37-27 E 7.41 FEET TO A POINT; THENCE N 63-16-38 E 30.28 FEET TO A POINT; THENCE N 55-09-03 E 32.37 FEET TO A POINT; THENCE N 17-56-02 E 10.68 FEET TO A POINT; THENCE N 70-28-33 E 7.08 FEET TO A POINT; THENCE S 84-16-27 E 15.06 FEET TO A POINT; THENCE N 81-14-54 E 32.41 FEET TO A POINT; THENCE N 01-04-13 W 5.04 FEET TO A POINT; THENCE S 83-27-47 E 11.57 FEET TO A POINT; THENCE N 44-11-55 E 37.36 FEET TO A POINT; THENCE N 47-07-14 E 12.22 FEET TO A POINT; THENCE N 87-02-30 E 20.03 FEET TO A POINT; THENCE N 87-32-24 E 19.88 FEET TO A POINT; THENCE N 62-22-37 E 10.24 FEET TO A POINT; THENCE TURNING AND LEAVING SAID CENTERLINE OF CREEK AS THE LINE AND RUNNING S 00-51-28 E 1052.70 FEET TO AN IRON PIN OLD 3/8" REBAR (BENT) LOCATED ON THE NORTHERN RIGHT OF WAY OF ROY PARKS ROAD, CROSSING OVER AN IRON PIN SET 1/2" REBAR AT 20.80 FEET, SET AS A REFERENCE; THENCE TURNING AND RUNNING ALONG SAID RIGHT OF WAY, THE FOLLOWING COURSES AND DISTANCES: N 88-52-39 W 18.63 FEET TO A POINT; THENCE N 89-41-01 W 117.68 FEET TO A POINT; THENCE S 89-59-11 W 50.60 FEET TO A POINT; THENCE S 88-59-33 W 49.33 FEET TO A POINT; THENCE N 89-55-22 W 64.33 FEET TO A POINT; THENCE S 89-46-01 W 51.08 FEET TO A POINT; THENCE N 89-08-56 W 53.09 FEET TO A POINT; THENCE N 88-04-54 W 55.25 FEET TO A POINT; THENCE N 86-43-30 W 105.19 FEET TO THE POINT AND PLACE OF BEGINNING.

## 4 SURVEYOR CERTIFICATION

To: Clean Eagle RNG, LLC; First American Title Insurance Company & Commercial Due Diligence Services:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(b), 7(a), 8, 11(b), 13, 16, 18 of Table A thereof.
The fieldwork was completed on July 16, 2024.

Date of Plat or Map: July 17, 2024

GEORGIA REGISTERED No. 3378 LAND SURVEYOR

Joseph T. Dyches, Jr., P.L.S.
State of Georgia Reg. No. 3378
cjones@sitedesign-inc.com

S240712(T0P0)

## 3 SCHEDULE 'B' ITEMS

### NOTES CORRESPONDING TO SCHEDULE "B":

(12) EASEMENT FROM J.A. WEBB TO GEORGIA RAILWAY AND POWER COMPANY, DATED DECEMBER 22, 1914, FILED FOR RECORD AUGUST 19, 1915, AND RECORDED IN DEED BOOK 27, PAGE 479, HALL COUNTY, GEORGIA RECORDS. **UNABLE TO DETERMINE LOCATION BASED UPON DESCRIPTION - EASEMENT WIDTH UNDEFINED - NOTHING PLOTTED OR NOTED**

(13) EASEMENT FROM T.W. LANCASTER TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, DATED APRIL 1, 1937, FILED FOR RECORD JANUARY 25, 1938, AND RECORDED IN DEED BOOK 77, PAGE 311A, AFORESAID RECORDS. **UNABLE TO DETERMINE LOCATION BASED UPON DESCRIPTION - EASEMENT RIGHTS ARE BLANKET IN NATURE**

(14) EASEMENT FROM W.S. LANCASTER TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, DATED MARCH 31, 1937, FILED FOR RECORD JANUARY 25, 1938, AND RECORDED IN DEED BOOK 77, PAGE 311B, AFORESAID RECORDS. **UNABLE TO DETERMINE LOCATION BASED UPON DESCRIPTION - EASEMENT RIGHTS ARE BLANKET IN NATURE**

(15) RIGHT OF WAY FROM LOYD H. WEST TO GEORGIA GAS COMPANY, A CORPORATION, DATED MARCH 17, 1952, FILED FOR RECORD SEPTEMBER 26, 1952, AND RECORDED IN DEED BOOK 135, PAGE 380, AFORESAID RECORDS. (SEE PLAT RECORDED IN PLAT BOOK 11, PAGES 55, 56, 57 AND 58, AFORESAID RECORDS) **50' EASEMENT PLOTTED AND NOTED HEREON PLATS NOT LEGIBLE AS PROVIDED)**

(16) INTENTIONALLY DELETED

(17) INTENTIONALLY DELETED

(18) INTENTIONALLY DELETED

(19) RIGHT OF WAY FOR RAILROAD, SWITCH TRACKS, RAILROAD FACILITIES AND OTHER RELATED EASEMENTS, IF ANY, LOCATED ON, ACROSS OR ALONG THE WEST LOT LINE OF THE LAND. (SEE REFERENCE TO RAILROAD RIGHT OF WAY RECORDED IN DEED FROM EDWIN SKINNER AND ROSANA SKINNER TO H.B. BATES, DATED JULY 20, 1883, AND RECORDED IN DEED BOOK O, PAGE 222, AFORESAID RECORDS.) **AS PLOTTED/NOTED HEREON**

## 8 ZONING INFORMATION

**SITE RESTRICTION:**
AR-IV, Agricultural Residential-IV District and H-B, Highway Business
Jurisdiction: Hall County, GA

**SETBACKS**
Front: AR-IV – 65 feet from center line of road or 40 feet from property line, whichever is greater; H-B – 55 feet from center line of road or 30 feet from property line, whichever is greater
Side: AR-IV – 15 feet; H-B – 20 feet
Rear: AR-IV – 25 feet; H-B – 10 feet

Height: None stated
Minimum Lot Area: AR-IV – 43,560 square feet w/ public water; 63,340 square feet w/o public water; H-B – 15,000 square feet
Minimum Lot Width: AR-IV – 50 feet; H-B – 100 feet
Minimum Lot Depth: None noted
Maximum Bldg. Coverage: None noted
Floor Area Ratio: None noted
Residential Density: None noted

Parking Space Formula: Industrial Uses - 1.6 spaces / 1,000 square feet of GFA

Zoning information obtained from:

CDS
Zoning Compliance Report
3550 W. Robinson St., 3rd Floor
Norman, OK 73072
(888) 322-7371
cds.solutions@firstam.com

Prepared for: BP America, Inc.
Dated: September 17, 2024
Job #24-05-0068

## 6 CEMETERY

There is no visible evidence of cemeteries on the subject property at the time of survey.

## 7 POSSIBLE ENCROACHMENTS

A Adjoiner's wire fence encroachment (2.2')

### Approved CDS Surveyor

Surveyors Name:
Site Design, Inc.
225 Rocky Creek Road
Greenville, SC 29615
864-271-0496
email: cjones@sitedesign-inc.com

## 2 TITLE INFORMATION

The Title Description and Schedule B items hereon are from First American Title Insurance Company, Commitment No. NCS-1219027-HOU1 dated May 7, 2024.

## 5 FLOOD INFORMATION

By graphic plotting only, this property is located in Zone "X", Zone 'X' Shaded, Zone "AE", & Floodway, of the Flood Insurance Rate Map, Community Panel No. 13139C0308G & 13139C0310G, which bears an effective date of December 01, 2022 and is not located in a special flood hazard area. No field surveying was performed to determine this Zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

Zone "X" defined as areas determined to be outside the 0.2% annual chance floodplain

## 12 PARKING INFORMATION

0 Standard Spaces
0 Handicap Spaces
0 Total Parking Spaces

## 13 LAND AREA

974,265 square feet
22.366 Acres

## 14 BUILDING AREA

BUILDING
N/A

Property unimproved at time of field survey

## 15 BUILDING HEIGHT

BUILDING
N/A

Property unimproved at time of field survey

## 9 LEGEND

PROPERTY LINE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
CONCRETE
M/L MORE OR LESS
RAILROAD TRACK
X FENCE
(N.T.S.) NOT TO SCALE
℄ CENTERLINE
(M) MEASURED CALL
(R) RECORD CALL
B/L BUILDING LINE
IPS IRON PIN SET
IPO IRON PIN OLD
BHL BUILDING HEIGHT LOCATION

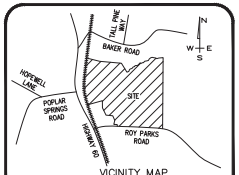
FP FLAG POLE
HANDICAP PARKING
TELEPHONE PEDESTAL
CABLE TV PEDESTAL
DROP INLET
MW MONITORING WELL
SEWER MANHOLE
TELEPHONE BOX
UTILITY POLE
FIRE HYDRANT
ELECTRIC METER
GAS METER
WATER METER
ELECTRIC CONTROL CABINET
LIGHT POLE
ELECTRIC TRANSFORMER
CLEANOUT
GUY ANCHOR
STORM DRAIN MANHOLE
TELEPHONE PEDESTAL
GREASE TRAP MANHOLE
OHP OVERHEAD ELECTRIC LINES
BUILDING SETBACK LINE
EASEMENT LINE

## 17 NORTH ARROW / SCALE

SCALE : 1" = 60'

0 30 60 120

## 16 VICINITY MAP




VICINITY MAP
NO SCALE

## 11 SURVEYOR'S NOTES

1. No observable evidence of earth moving work, building construction or building additions within recent months.

2. No observable evidence of changes in street right of way lines completed, and available from the controlling jurisdiction and no observable evidence of recent street or sidewalk construction or repairs.

3. Property has direct access to Roy Parks Road

4. All statements within the certification, and other references located elsewhere hereon, related to: utilities, improvements, structures, buildings, party walls, parking, easements, servitudes, and encroachments; are based solely on above ground, visible evidence, unless another source of information is specifically referenced hereon.

5. Reference Plat: Plat Book 44, Page 121

6. Reference Deed: DB 429-164; DB 1691-48

7. IPS 1/2" RB at all corners unless noted otherwise.

8. Hall County Parcel #: 15-00024-00-008

9. Current Owner: Estate of Joyce A. Roberts

## 10 BASIS OF BEARINGS

GA Grid West was used as the Basis of Bearings for this survey.

### Key to CDS ALTA Survey

1 TITLE DESCRIPTION
2 TITLE INFORMATION
3 SCHEDULE 'B' ITEMS
4 SURVEYOR CERTIFICATION
5 FLOOD INFORMATION
6 CEMETERY
7 POSSIBLE ENCROACHMENTS
8 ZONING INFORMATION
9 LEGEND
10 BASIS OF BEARING
11 SURVEYOR'S NOTES
12 PARKING INFORMATION
13 LAND AREA
14 BUILDING AREA
15 BUILDING HEIGHT
16 VICINITY MAP
17 NORTH ARROW / SCALE
18 CLIENT INFORMATION BOX
19 SURVEY DRAWING
20 PROJECT ADDRESS

## 18 ALTA/NSPS Land Title Survey

This survey prepared in accordance with the "2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" (Effective February 23, 2021)

This Work Coordinated By:
FA Commercial Due Diligence Services Co.

CDS COMMERCIAL DUE DILIGENCE SERVICES
3550 W. Robinson Street, Third Floor
Norman, Oklahoma 73072
Office: 405-253-2444
website: www.firstamcds.com
Toll Free: 888.322.7371

| | |
|---|---|
| Drwn By: HS | Date: AUGUST 6, 2024 Revision: COMMENTS |
| Surveyor Ref.No: S240712 | Date: AUGUST 22, 2024 Revision: REV. TITLE |
| Aprvd By: ACJ | Date: SEPT. 19, 2024 Revision: ADD ZONING |
| Field Date: JULY 16, 2024 | Date: Revision: |
| Scale: 1"=60' | |

Prepared For:

Client Ref. No:

## 20 PROJECT ADDRESS

4212 Roy Parks Road
Gainesville, GA

Project Name:
Roy Parks Road, Hall County, GA

CDS Project Number:
24-05-0068

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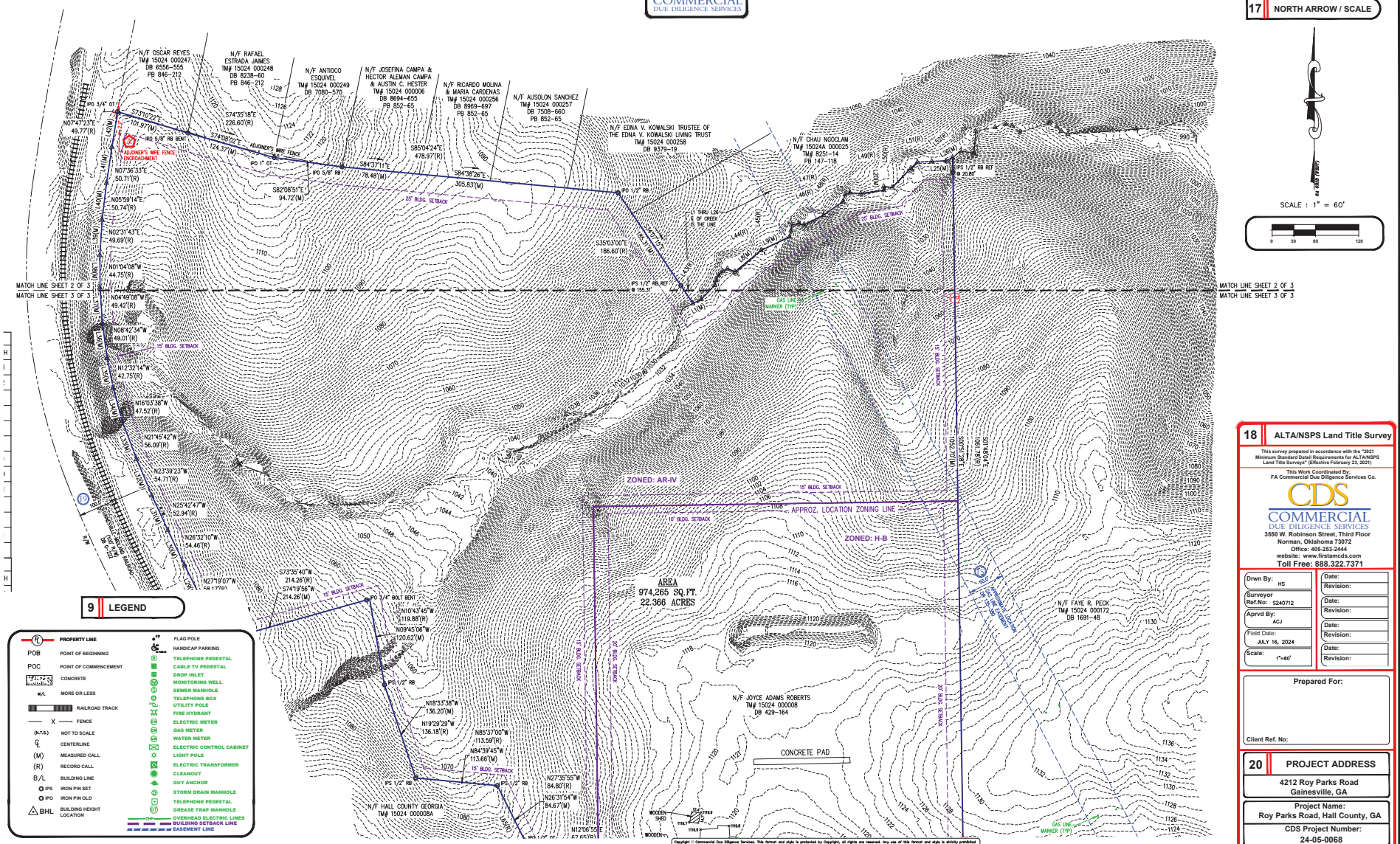
This survey coordinated, but not performed, by Commercial Due Diligence Services. Survey obtained from and certified to by a land surveyor licensed in the state property is located.

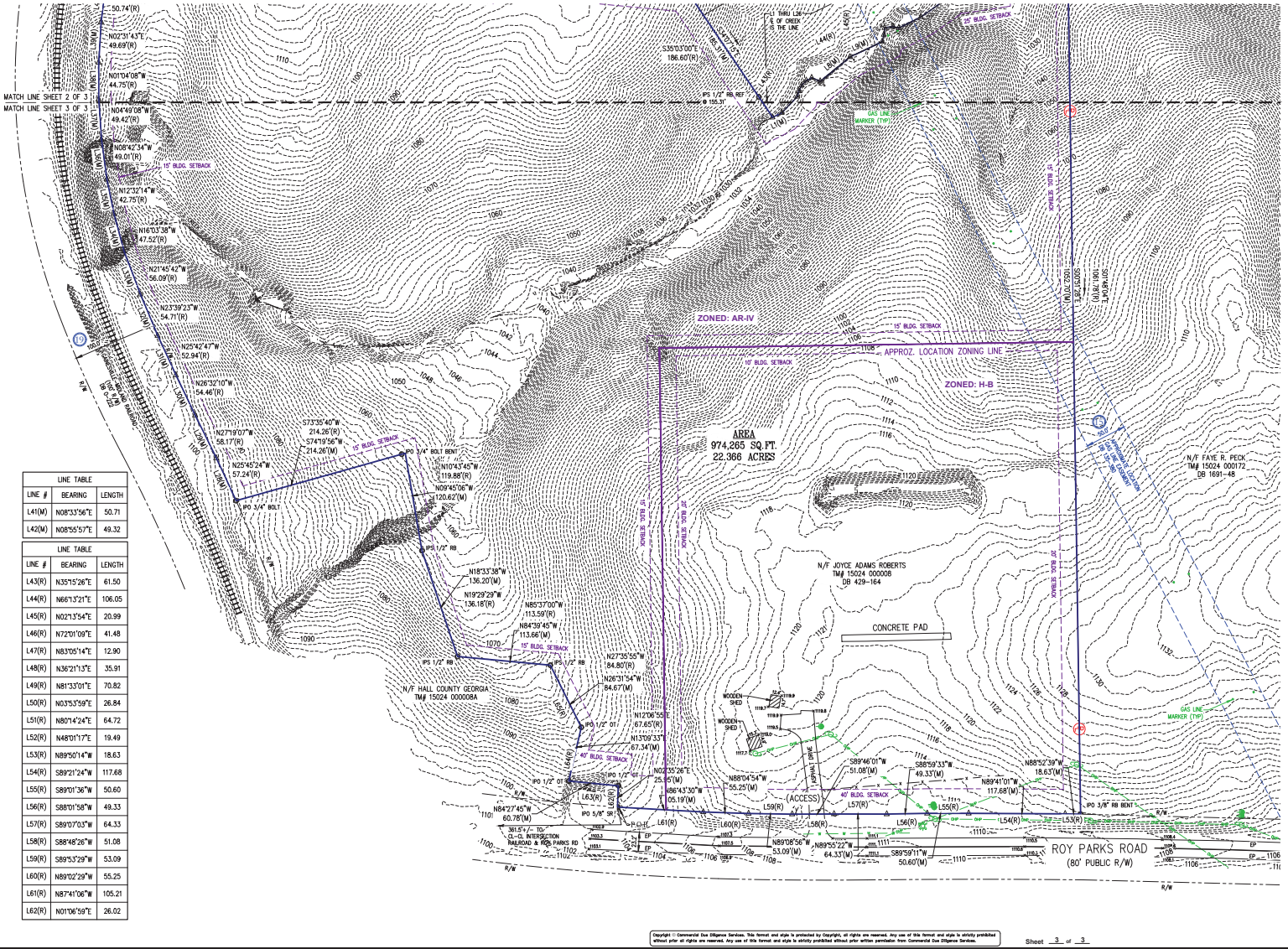
This survey coordinated, but not performed, by Commercial Due Diligence Services. Survey obtained from and certified to by a land surveyor licensed in the state property is located.

CDS COMMERCIAL DUE DILIGENCE SERVICES


N/F OSCAR REYES TM# 15024 000247 DB 6556–555 PB 846–212
N/F RAFAEL ESTRADA JAIMES TM# 15024 000248 DB 8239–60 PB 846–212
N/F ANTIOCO ESQUIVEL TM# 15024 000249 DB 7080–570
N/F JOSEFINA CAMPA & HECTOR ALEMAN CAMPA & AUSTIN C. HESTER TM# 15024 000006 DB 8694–655 PB 852–65
N/F RICARDO MOLINA & MARIA CARDENAS TM# 15024 000256 DB 8969–697 PB 852–65
N/F AUSOLON SANCHEZ TM# 15024 000257 DB 7505–660 PB 852–65
N/F EDNA V. KOWALSKI TRUSTEE OF THE EDNA V. KOWALSKI LIVING TRUST TM# 15024 000258 DB 9379–19
N/F CHAU NGOCLAM TM# 15024A 000025 TM# 8251–14 PB 147–118
N/F FAYE R. PECK TM# 15024 000172 DB 1691–48
N/F JOYCE ADAMS ROBERTS TM# 15024 000008 DB 429–164
N/F HALL COUNTY GEORGIA TM# 15024 000008A
MATCH LINE SHEET 2 OF 3
MATCH LINE SHEET 3 OF 3
ZONED: AR-IV
ZONED: H-B
APPROX. LOCATION ZONING LINE
AREA
974,265 SQ. FT.
22.366 ACRES
CONCRETE PAD
ADJOINER'S WIRE FENCE (ENCROACHMENT)
25' BLDG. SETBACK
15' BLDG. SETBACK
10' BLDG. SETBACK
GAS LINE MARKER (TYP)
GAS LINE
WOODEN SHED
IPO 3/4" OT
IPO 5/8" RB BENT
IPO 1" OT
IPO 5/8" RB
IPS 1/2" RB
IPS 1/2" RB REF @ 20.60'
IPS 1/2" RB REF @ 155.31'
IPO 3/4" BOLT BENT
S73°10'22"E 101.97'(M)
S74°35'18"E 226.60'(R)
S74°38'02"E 124.37'(M)
S84°37'11"E 78.48'(M)
S82°08'51"E 94.72'(M)
S85°04'24"E 478.97'(R)
S84°38'26"E 305.83'(M)
S35°03'00"E 186.60'(R)
S27°37'34"E 186.60'(M)
N07°47'23"E 49.77'(R)
N07°36'33"E 50.71'(R)
N05°59'14"E 50.74'(R)
N02°31'43"E 49.69'(R)
N01°04'08"W 44.75'(R)
N04°49'06"W 49.42'(R)
N08°42'34"W 49.01'(R)
N12°32'14"W 42.75'(R)
N16°03'36"W 47.52'(R)
N21°45'42"W 56.09'(R)
N23°39'23"W 54.71'(R)
N25°42'47"W 52.94'(R)
N26°32'10"W 54.46'(R)
N27°19'07"W 58.17'(R)
S73°35'40"W 214.26'(R)
S74°19'56"W 214.26'(M)
N10°43'45"W 119.88'(R)
N09°45'06"W 120.62'(M)
N18°33'38"W 136.20'(M)
N19°29'29"W 136.18'(R)
N85°37'00"W 113.59'(R)
N84°39'45"W 113.66'(M)
N27°35'55"W 84.80'(R)
N26°31'54"W 84.67'(M)
N12°06'55"E 67.65'(R)
L1 THRU L26 & L1 OF CREEK & TIE LINE
L27(R) L28(R) L29(R) L30(R) L31(R) L32(R) L33(R) L34(R) L35(R) L36(R) L37(R) L38(R) L39(R) L40(R) L41(R) L42(R) L43(R) L44(R) L45(R) L46(R) L47(R) L48(R) L49(R) L50(R) L51(R) L52(R) L53(R) L54(R) L55(R) L56(R) L57(R) L58(R) L59(R) L60(R) L61(R) L62(R) L63(R) L64(R) L65(R) L66(R) L67(R) L68(R) L69(R) L70(R) L71(R) L72(R) L73(R) L74(R) L75(R) L76(R) L77(R) L78(R) L79(R) L80(R) L81(R) L82(R) L83(R) L84(R) L85(R) L86(R) L87(R) L88(R) L89(R) L90(R) L91(R) L92(R) L93(R) L94(R) L95(R) L96(R) L97(R) L98(R) L99(R) L100(R) L101(R) L102(R) L103(R) L104(R) L105(R) L106(R) L107(R) L108(R) L109(R) L110(R) L111(R) L112(R) L113(R) L114(R) L115(R) L116(R) L117(R) L118(R) L119(R) L120(R) L121(R) L122(R) L123(R) L124(R) L125(M) L126(M) L127(M) L128(M) L129(M) L130(M) L131(M) L132(M) L133(M) L134(M) L135(M) L136(M) L137(M) L138(M) L139(M) L140(M) L141(M) L142(M) L143(M) L144(M) L145(M) L146(M) L147(M) L148(M) L149(M) L150(M) L151(M) L152(M) L153(M) L154(M) L155(M) L156(M) L157(M) L158(M) L159(M) L160(M) L161(M) L162(M) L163(M) L164(M)

This survey coordinated, but not performed, by Commercial Due Diligence Services. Survey obtained from and certified to by a land surveyor licensed in the state property is located.

CDS COMMERCIAL DUE DILIGENCE SERVICES




| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | LENGTH |
| L1(M) | N63°21'06"E | 12.73 |
| L2(M) | N43°33'41"E | 27.12 |
| L3(M) | N16°12'39"E | 7.01 |
| L4(M) | N26°10'57"E | 7.88 |
| L5(M) | N43°58'07"E | 8.10 |
| L6(M) | N63°53'28"E | 7.32 |
| L7(M) | S68°25'44"E | 11.20 |
| L8(M) | N50°47'11"E | 46.89 |
| L9(M) | N64°41'25"E | 43.41 |
| L10(M) | N13°37'48"E | 8.96 |
| L11(M) | N05°54'15"E | 8.27 |
| L12(M) | N81°04'59"E | 10.18 |
| L13(M) | S75°37'27"E | 7.41 |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | LENGTH |
| L14(M) | N63°16'38"E | 30.28 |
| L15(M) | N55°09'03"E | 32.37 |
| L16(M) | N17°56'02"E | 10.68 |
| L17(M) | N70°28'33"E | 7.08 |
| L18(M) | S84°16'27"E | 15.06 |
| L19(M) | N81°14'54"E | 32.41 |
| L20(M) | N01°04'13"W | 5.04 |
| L21(M) | S83°27'47"E | 11.57 |
| L22(M) | N44°11'55"E | 37.36 |
| L23(M) | N47°07'14"E | 12.22 |
| L24(M) | N87°02'30"E | 20.03 |
| L25(M) | N87°32'24"E | 19.88 |
| L26(M) | N62°22'37"E | 10.24 |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | LENGTH |
| L28(M) | N24°48'01"W | 57.24 |
| L29(M) | N26°21'44"W | 58.17 |
| L30(M) | N25°34'47"W | 54.46 |
| L31(M) | N24°45'24"W | 52.94 |
| L32(M) | N22°42'00"W | 54.71 |
| L33(M) | N20°48'19"W | 56.09 |
| L34(M) | N15°06'15"W | 47.52 |
| L35(M) | N11°34'51"W | 42.75 |
| L36(M) | N07°45'11"W | 49.01 |
| L37(M) | N03°51'45"W | 49.42 |
| L38(M) | N00°06'45"W | 44.75 |
| L39(M) | N03°29'06"E | 49.69 |
| L40(M) | N06°56'37"E | 50.74 |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | LENGTH |
| L41(M) | N08°33'56"E | 50.71 |
| L42(M) | N08°55'57"E | 49.32 |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | LENGTH |
| L43(R) | N35°15'26"E | 61.50 |
| L44(R) | N66°13'21"E | 106.05 |
| L45(R) | N02°13'54"E | 20.99 |
| L46(R) | N72°01'09"E | 41.48 |
| L47(R) | N83°05'14"E | 12.90 |
| L48(R) | N36°21'13"E | 35.91 |
| L49(R) | N81°33'01"E | 70.82 |
| L50(R) | N03°53'59"E | 26.84 |
| L51(R) | N80°14'24"E | 64.72 |
| L52(R) | N48°01'17"E | 19.49 |
| L53(R) | N89°50'14"W | 18.63 |
| L54(R) | S89°21'24"W | 117.68 |
| L55(R) | S89°01'36"W | 50.60 |
| L56(R) | S88°01'58"W | 49.33 |
| L57(R) | S89°07'03"W | 64.33 |
| L58(R) | S88°48'26"W | 51.08 |
| L59(R) | N89°02'29"W | 53.09 |
| L60(R) | N89°02'29"W | 55.25 |
| L61(R) | N87°41'06"W | 105.21 |
| L62(R) | N01°06'59"E | 26.02 |

17 NORTH ARROW / SCALE

SCALE : 1" = 60'

0 30 60 120

18 ALTA/NSPS Land Title Survey

This survey prepared in accordance with the "2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" (Effective February 23, 2021)

This Work Coordinated By:
FA Commercial Due Diligence Services Co.
CDS COMMERCIAL DUE DILIGENCE SERVICES
3550 W. Robinson Street, Third Floor
Norman, Oklahoma 73072
Office: 405-253-2444
website: www.firstamcds.com
Toll Free: 888.322.7371

| | | | |
|---|---|---|---|
| Drwn By: | HS | Date: / Revision: | |
| Surveyor Ref.No: | S240712 | Date: / Revision: | |
| Aprvd By: | ACJ | Date: / Revision: | |
| Field Date: | JULY 16, 2024 | Date: / Revision: | |
| Scale: | 1"=60' | Date: / Revision: | |

Prepared For:

Client Ref. No:

20 PROJECT ADDRESS

4212 Roy Parks Road
Gainesville, GA

Project Name:
Roy Parks Road, Hall County, GA

CDS Project Number:
24-05-0068

S240712(TOPO)

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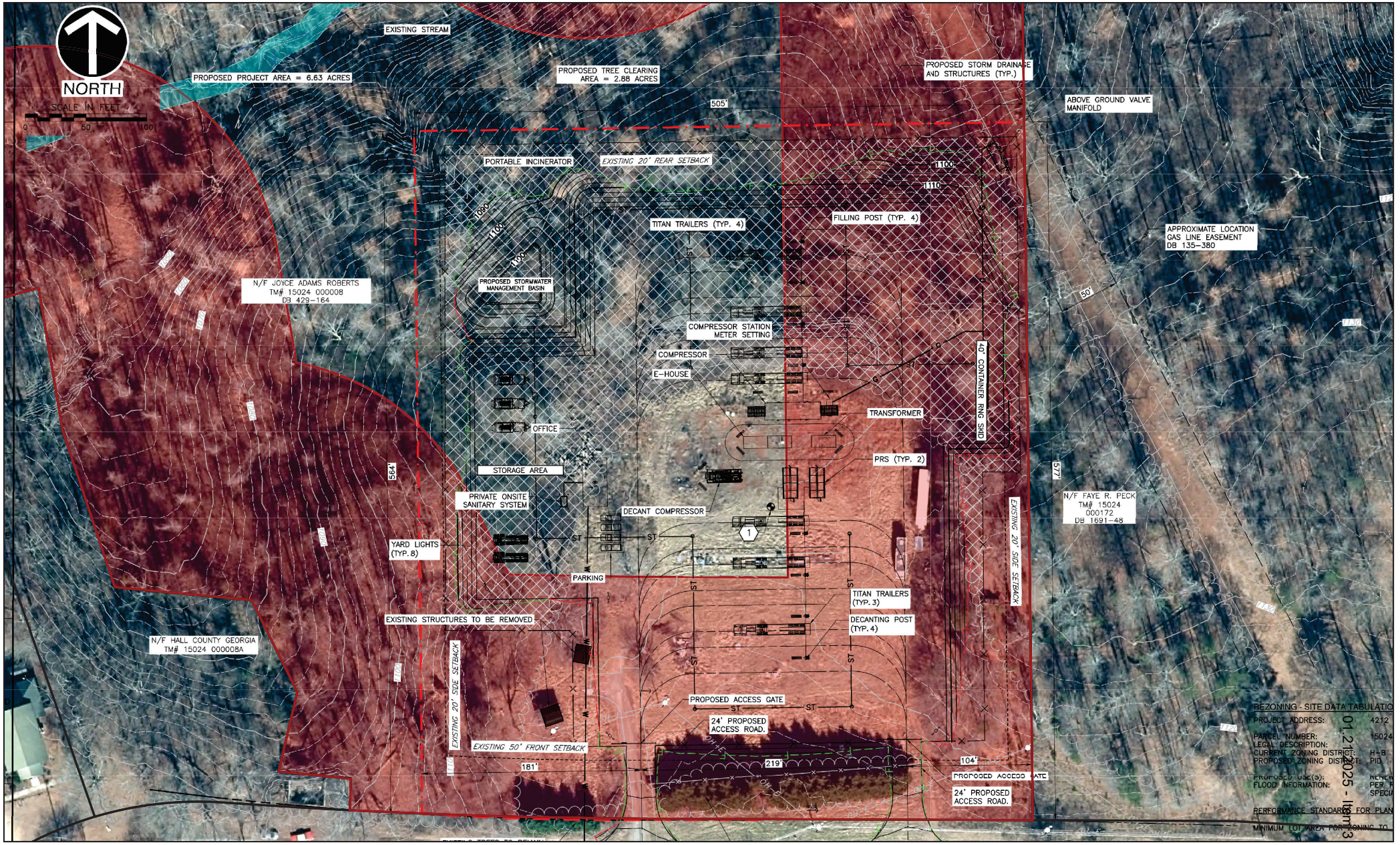
This survey coordinated, but not performed, by Commercial Due Diligence Services. Survey obtained from and certified to by a land surveyor licensed in the state property is located.

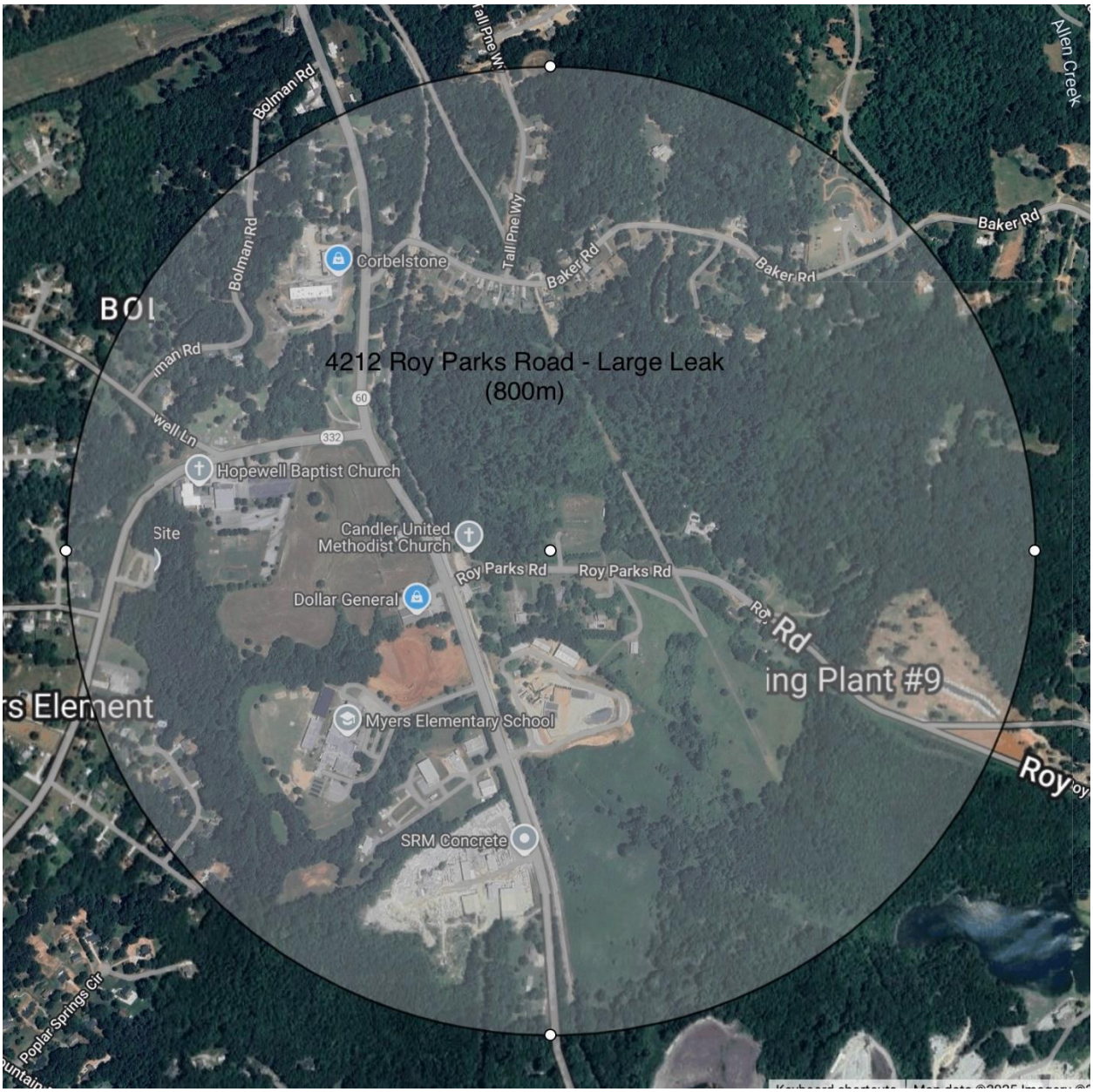
01.21.2025 - Item 3


NORTH
SCALE IN FEET
0
50
100
EXISTING STREAM
PROPOSED PROJECT AREA = 6.63 ACRES
PROPOSED TREE CLEARING AREA = 2.88 ACRES
PROPOSED STORM DRAINAGE AND STRUCTURES (TYP.)
ABOVE GROUND VALVE MANIFOLD
505'
PORTABLE INCINERATOR
EXISTING 20' REAR SETBACK
1100
1110
1090
1100
1090
TITAN TRAILERS (TYP. 4)
FILLING POST (TYP. 4)
APPROXIMATE LOCATION GAS LINE EASEMENT DB 135-380
N/F JOYCE ADAMS ROBERTS TM# 15024 000008 DB 429-164
PROPOSED STORMWATER MANAGEMENT BASIN
COMPRESSOR STATION METER SETTING
COMPRESSOR
E-HOUSE
40' CONTAINER RNG SMD
TRANSFORMER
OFFICE
PRS (TYP. 2)
564'
STORAGE AREA
PRIVATE ONSITE SANITARY SYSTEM
DECANT COMPRESSOR
N/F FAYE R. PECK TM# 15024 000172 DB 1891-48
YARD LIGHTS (TYP. 8)
PARKING
EXISTING 20' SIDE SETBACK
TITAN TRAILERS (TYP. 3)
DECANTING POST (TYP. 4)
EXISTING STRUCTURES TO BE REMOVED
N/F HALL COUNTY GEORGIA TM# 15024 000008A
EXISTING 20' SIDE SETBACK
PROPOSED ACCESS GATE
24' PROPOSED ACCESS ROAD.
EXISTING 50' FRONT SETBACK
181'
219'
104'
PROPOSED ACCESS GATE
24' PROPOSED ACCESS ROAD.
50'
REZONING - SITE DATA TABULATIO
PROJECT ADDRESS: 4212
PARCEL NUMBER: 15024
LEGAL DESCRIPTION:
CURRENT ZONING DISTRICT: H-B
PROPOSED ZONING DISTRICT: PID
PROPOSED USE(S): RENEW
FLOOD INFORMATION: PER M SPECIA
PERFORMANCE STANDARDS FOR PLAN
MINIMUM LOT AREA FOR ZONING TO
01.21.2025 - Item 13

# 100m (328ft) Small Leak Initial Isolation Distance

## 55 gallons, 200lbs, or 200 cubic feet or less

Source: 2024 Emergency Response Guidebook (ERG), CAMEO Chemicals Software, MARPLOT Mapping Software. Hall County Fire Rescue Hazardous Materials Team



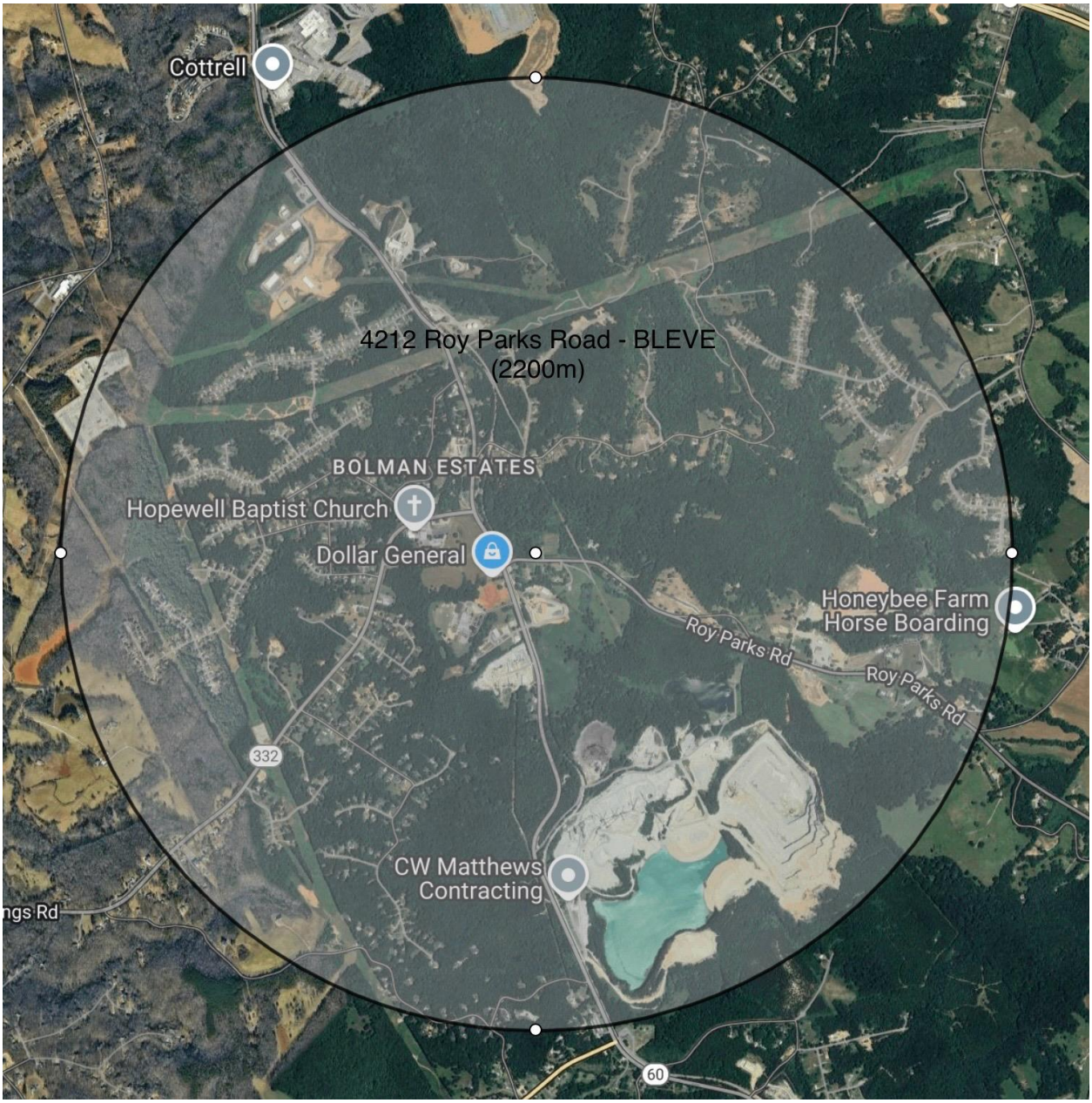

# 800m (2625ft) Large Leak Initial Isolation Distance

## 55 gallons, 200lbs, or 200 cubic feet or greater

Source: 2024 Emergency Response Guidebook (ERG), CAMEO Chemicals Software, MARPLOT Mapping Software. Hall County Fire Rescue Hazardous Materials Team

# 1600m (5249ft) Fire Involved Initial Isolation Distance

Source: 2024 Emergency Response Guidebook (ERG), CAMEO Chemicals Software, MARPLOT Mapping Software. Hall County Fire Rescue Hazardous Materials Team



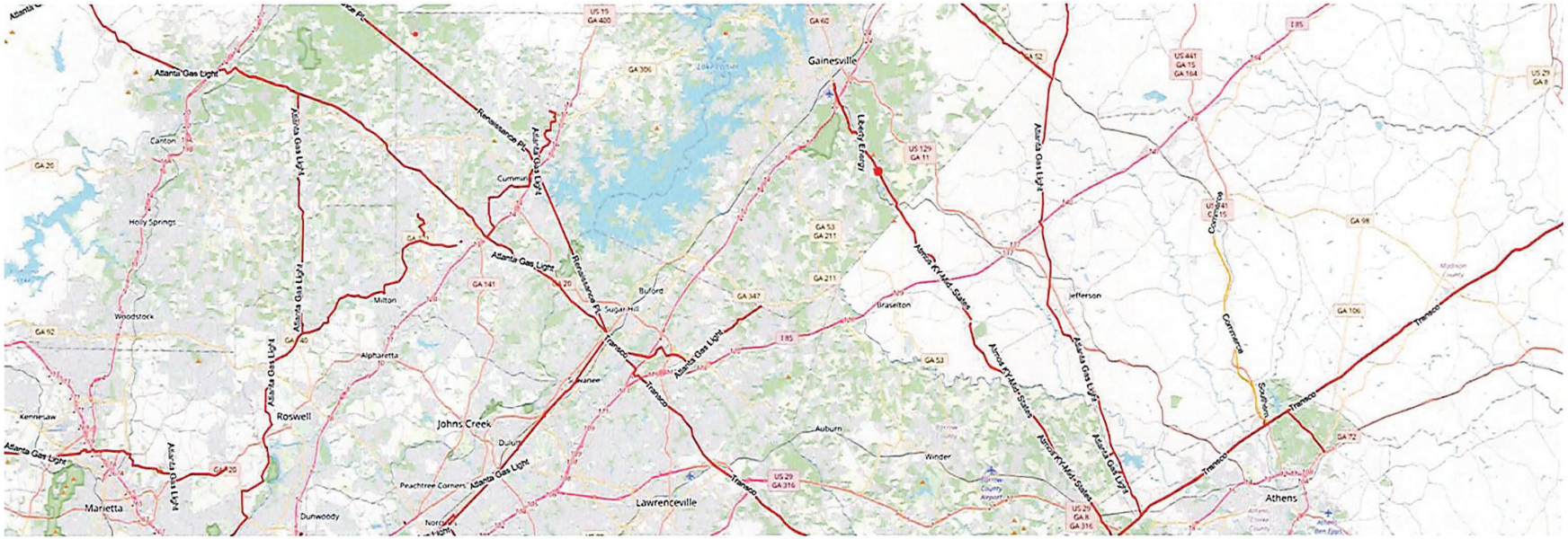

# 2200m (7218ft) BLEVE Initial Isolation Distance

## Boling Liquid Expanding Vapor Explosion (BLEVE)

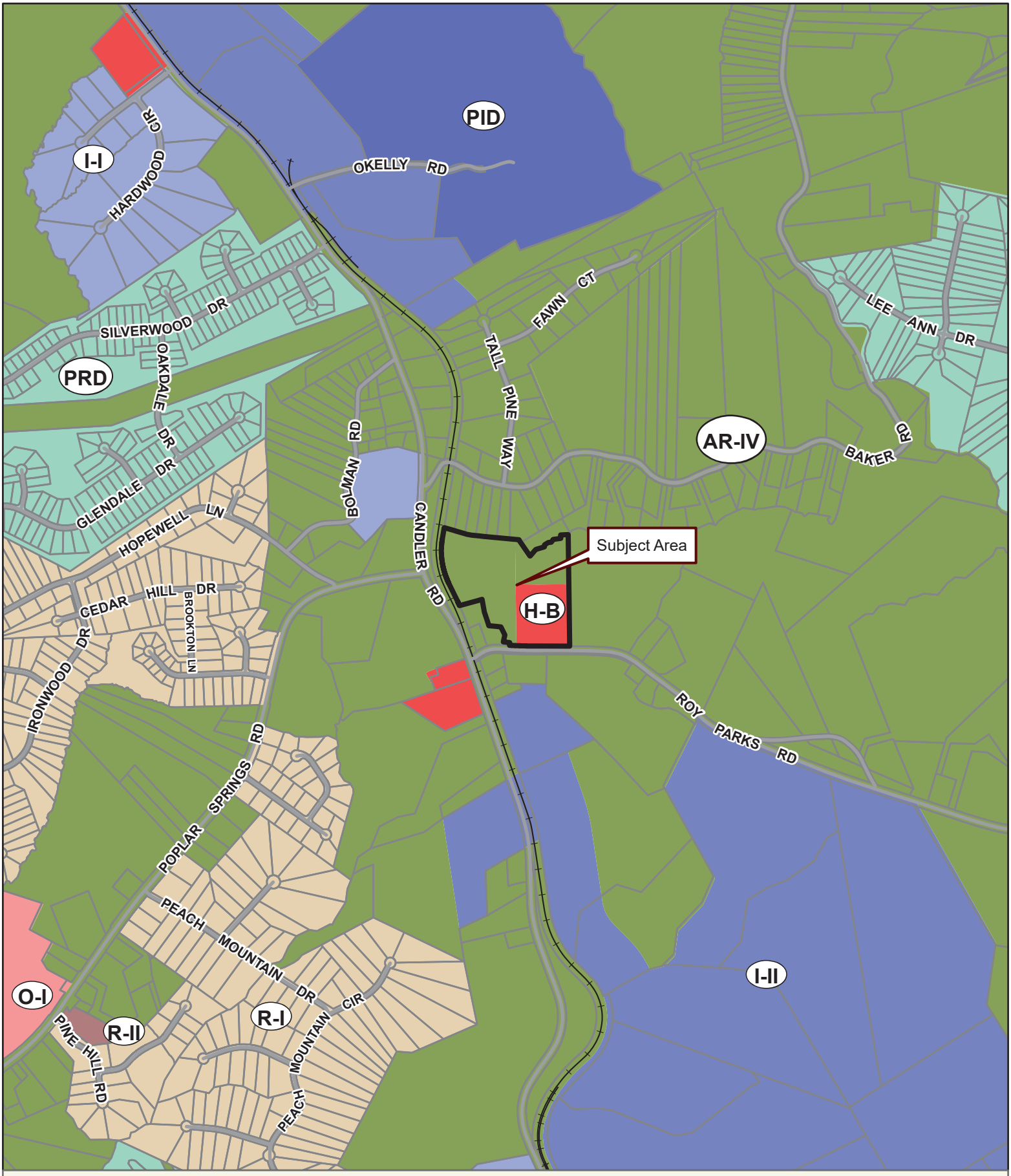
Source: 2024 Emergency Response Guidebook (ERG), CAMEO Chemicals Software, MARPLOT Mapping Software. Hall County Fire Rescue Hazardous Materials Team

Exhibit A

Main Gas Transmission Lines




01.21.2025 - Item 3




**Applicant:** CLEAN EAGLE RNG, LLC

**Tax Parcel #:** 15024 000008

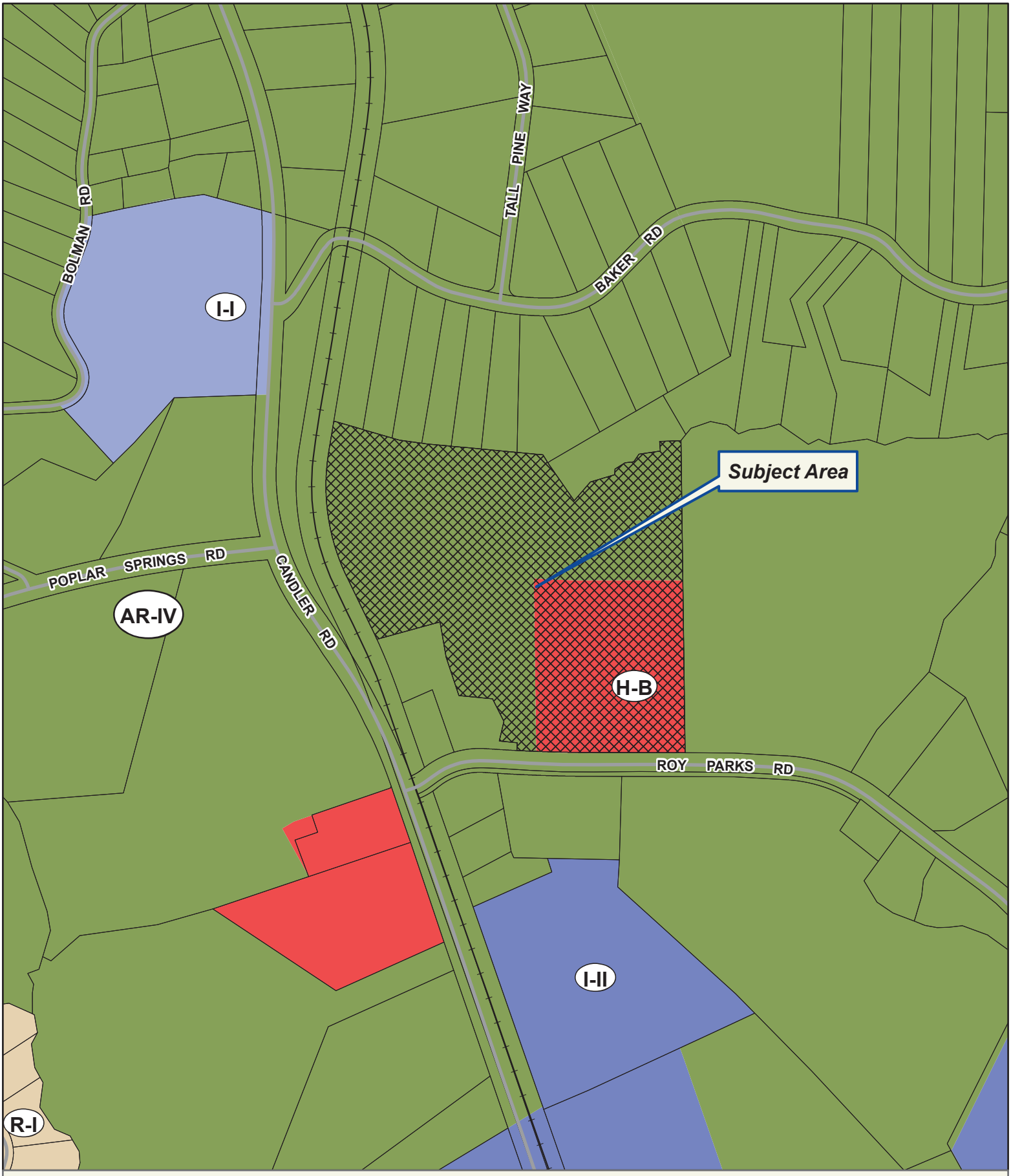
**Location:** 4212 ROY PARKS ROAD, GAINESVILLE, GA 30507

**Commission District 3** **PC Mtg. Date: 11/18/2024**

0 300 600 1,200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

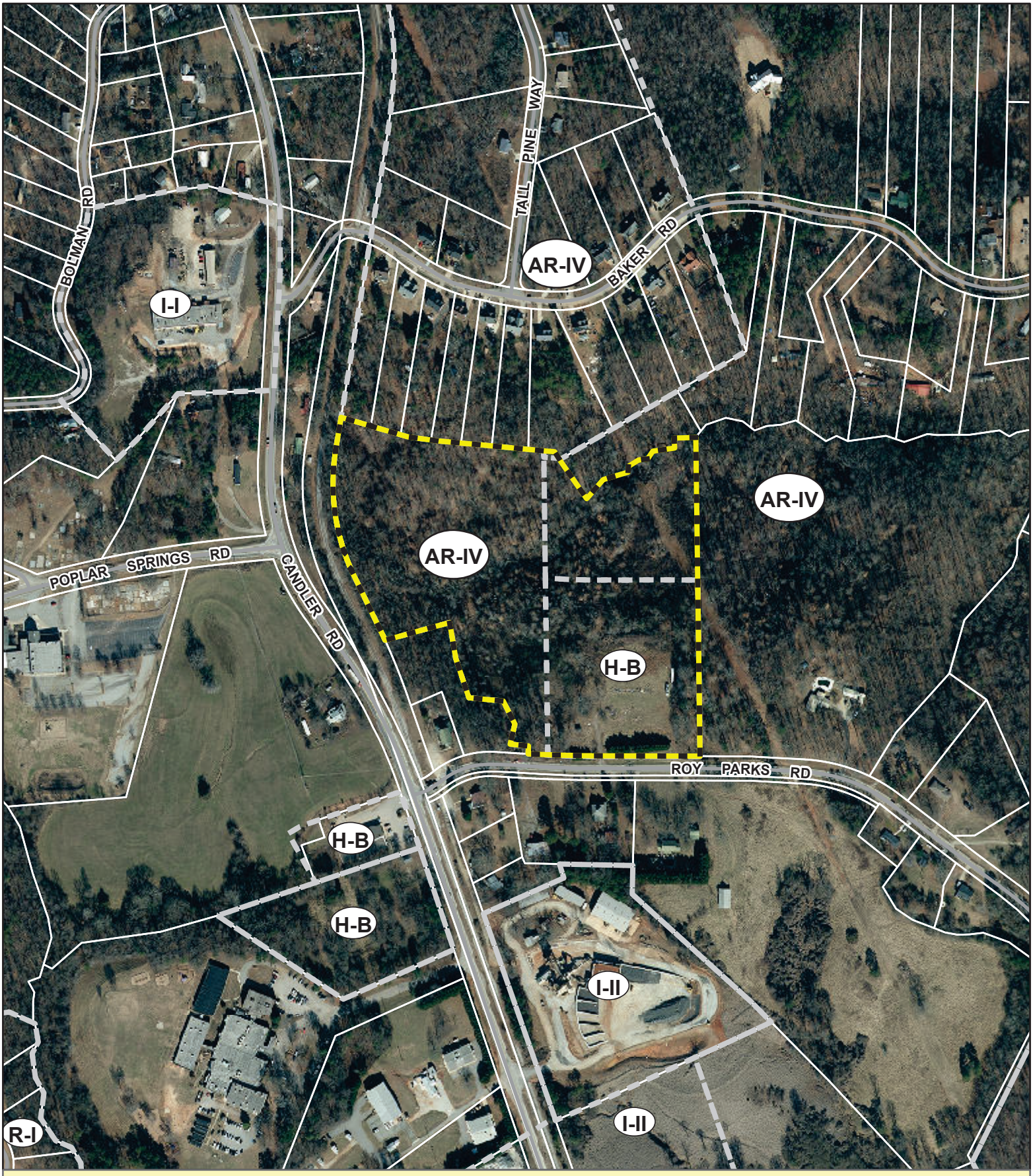



**Applicant:** CLEAN EAGLE RNG, LLC
**Tax Parcel #:** 15024 000008
**Location:** 4212 ROY PARKS ROAD, GAINESVILLE, GA 30507
**Commission District 3** **PC Mtg. Date: 11/18/2024**

0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

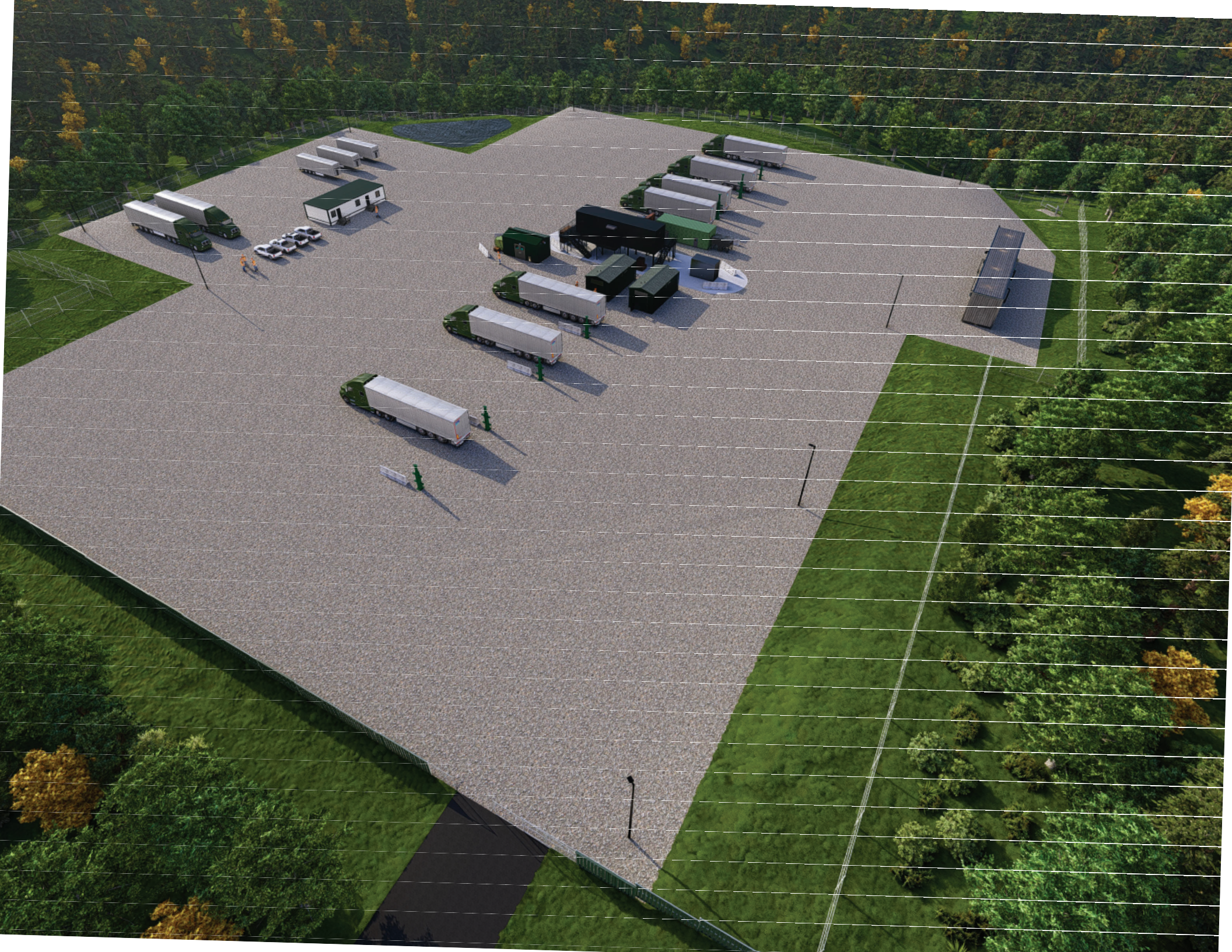


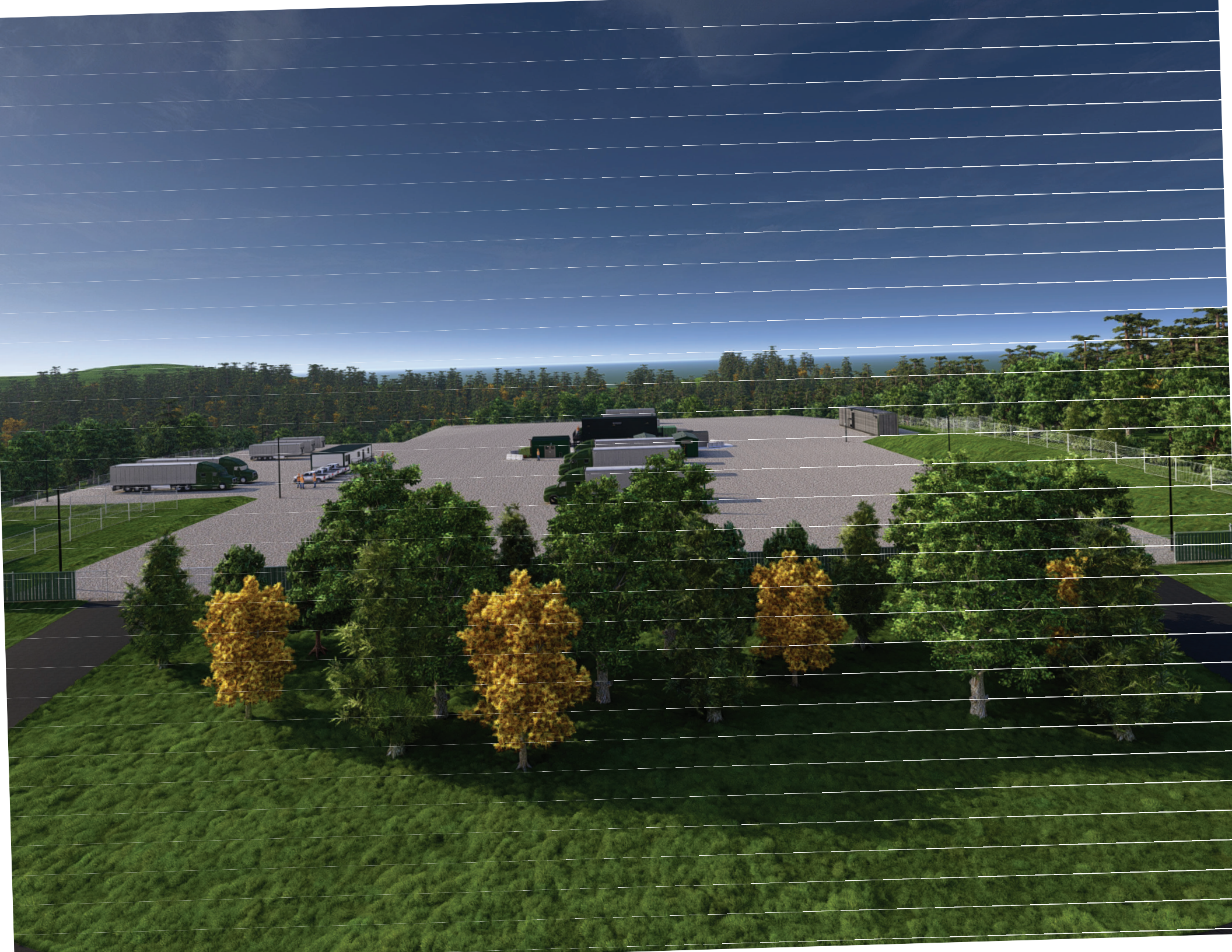

**Applicant:** CLEAN EAGLE RNG, LLC
**Tax Parcel #:** 15024 000008
**Location:** 4212 ROY PARKS ROAD, GAINESVILLE, GA 30507
**Commission District 3** **PC Mtg. Date: 11/18/2024**

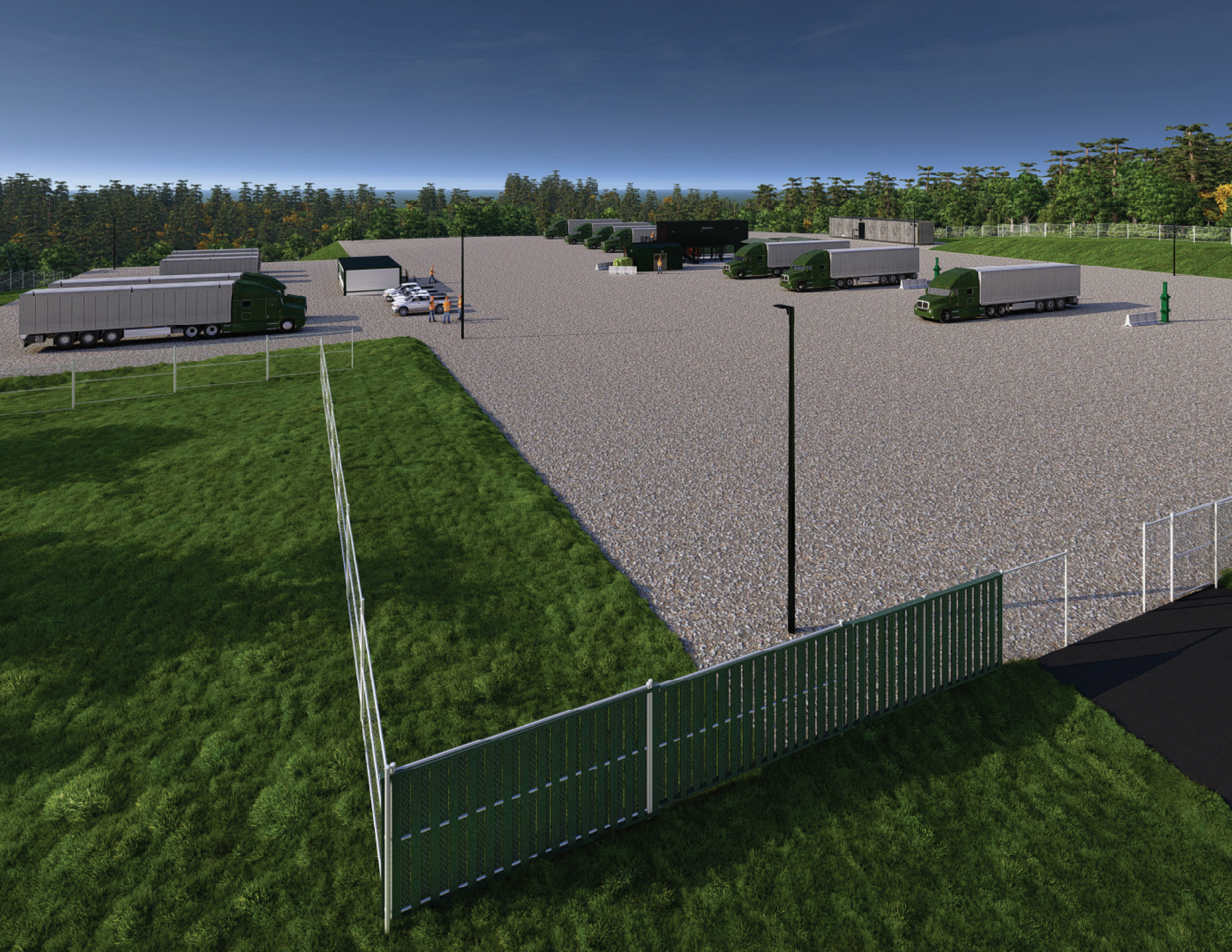
0 125 250 500
Feet

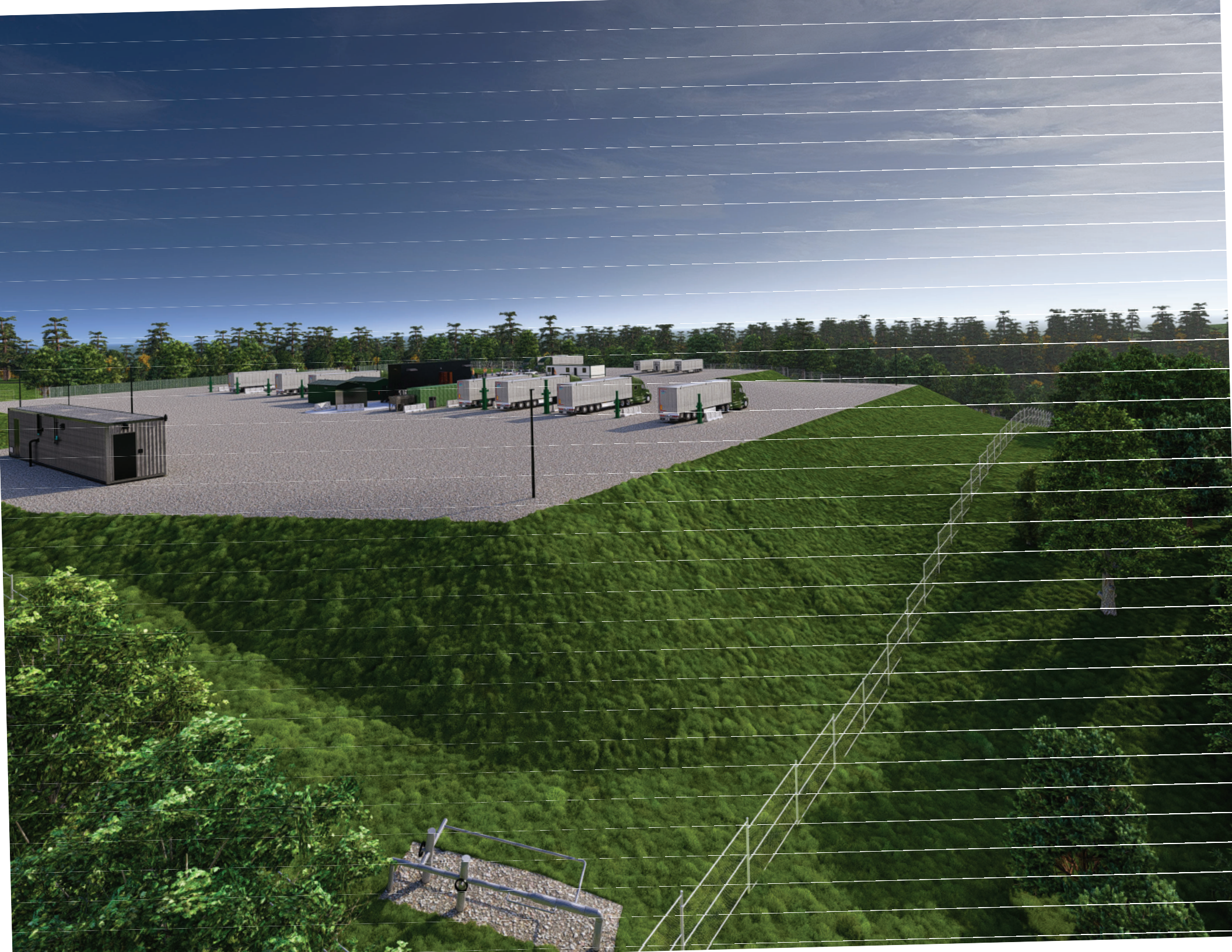
Zoning Boundary
City Limits
Subject Area

N









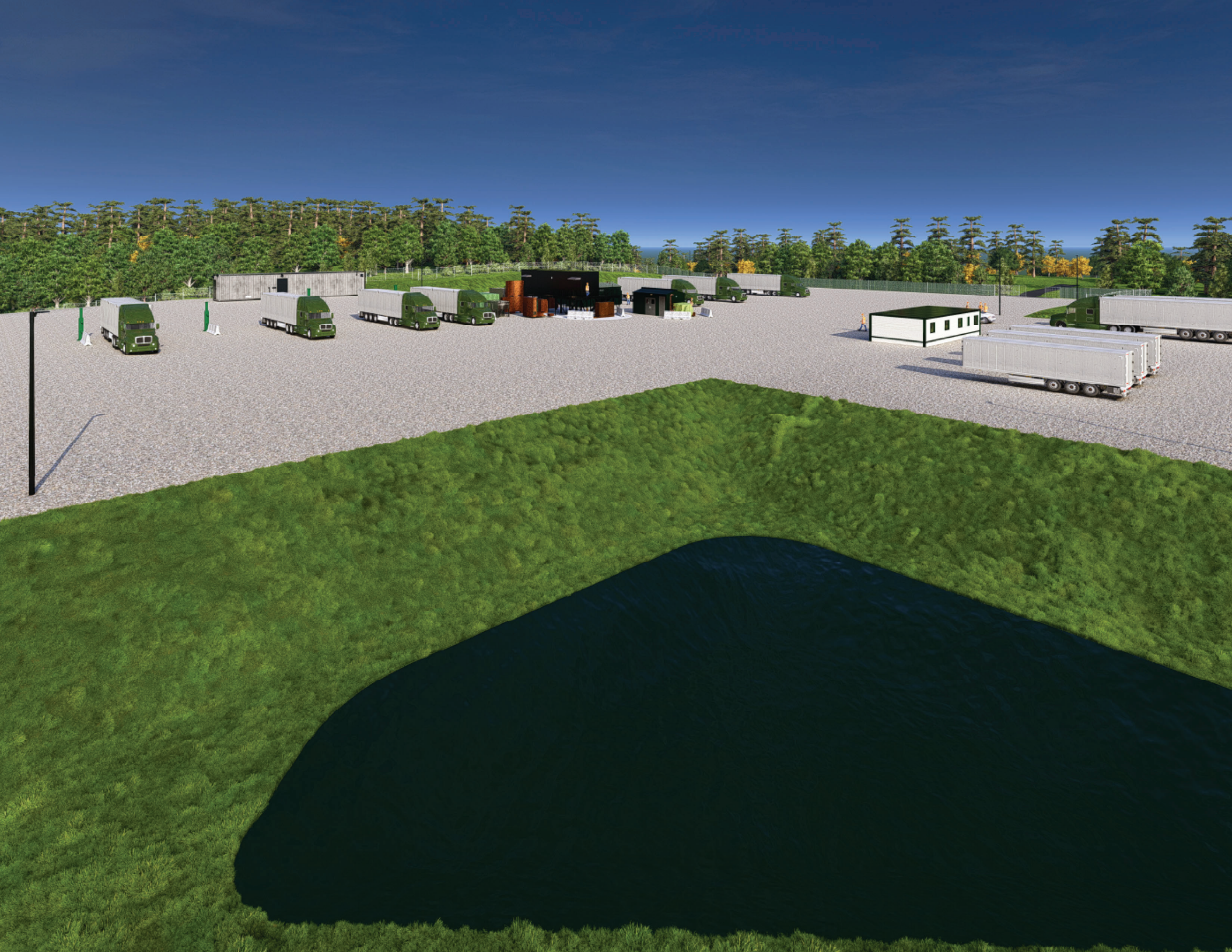
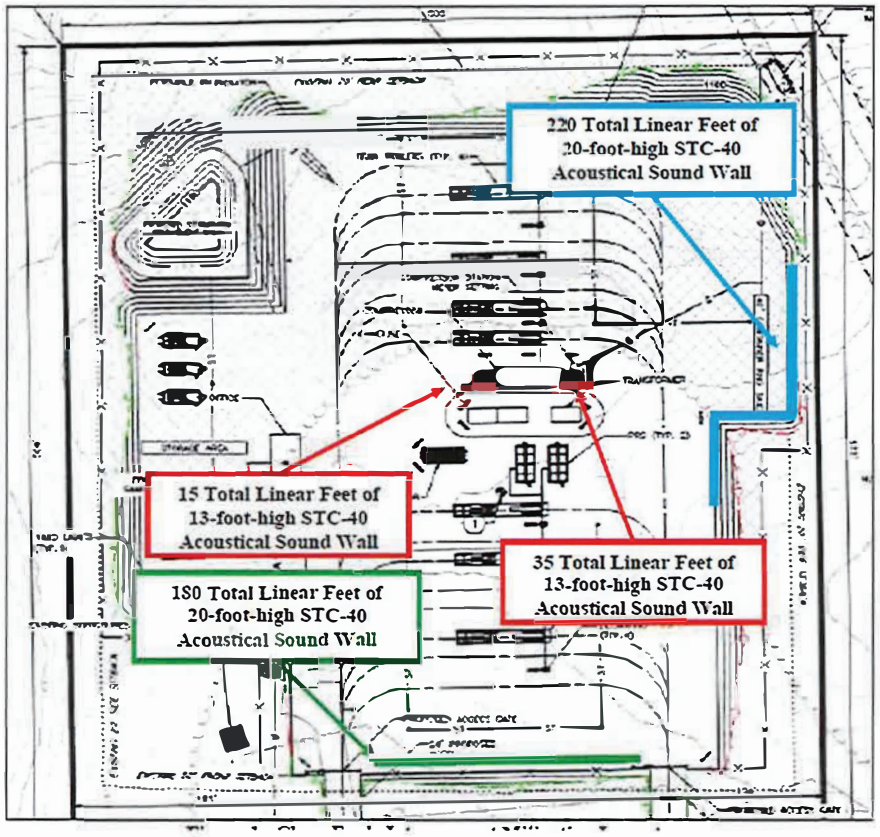


Exhibit B

Proposed Sound Walls



# Clean Eagle Interconnect RNG Facility Preliminary Noise Impact Report

DRAFT

**October 30, 2024**

DRAFT

Prepared for:

Archaea Energy
4444 Westheimer Road
Houston, Texas 77027

Prepared by:

Behrens and Associates, Inc.
2320 Alaska Avenue
El Segundo California, 90245

Shaun Norris
Senior Acoustical Engineer

Jason Peetz
Engineering Manager

# 1. Introduction

Archaea Energy ("Archaea") contracted Behrens and Associates, Inc. ("BAENC") to provide a preliminary noise assessment of the proposed renewable natural gas facility ("RNG") operations at the Clean Eagle Interconnect RNG Facility ("facility") site located in Hall County, Georgia.

The noise assessment includes a modeling analysis of the facility equipment at the site. This report provides the predicted operational noise level impact at nearby noise sensitive receptors adjacent to the site. The location (34.212980°, -83.779587°) of the proposed Clean Eagle Interconnect RNG Facility and surrounding area is shown in Figure 1-1.

The following is provided in this report:

- A brief introduction of the fundamentals of noise.
- Documentation of the measured ambient noise levels at the project site.
- A discussion of noise modeling methodology.
- An assessment of the predicted operational noise levels in relation to the measured ambient sound levels.

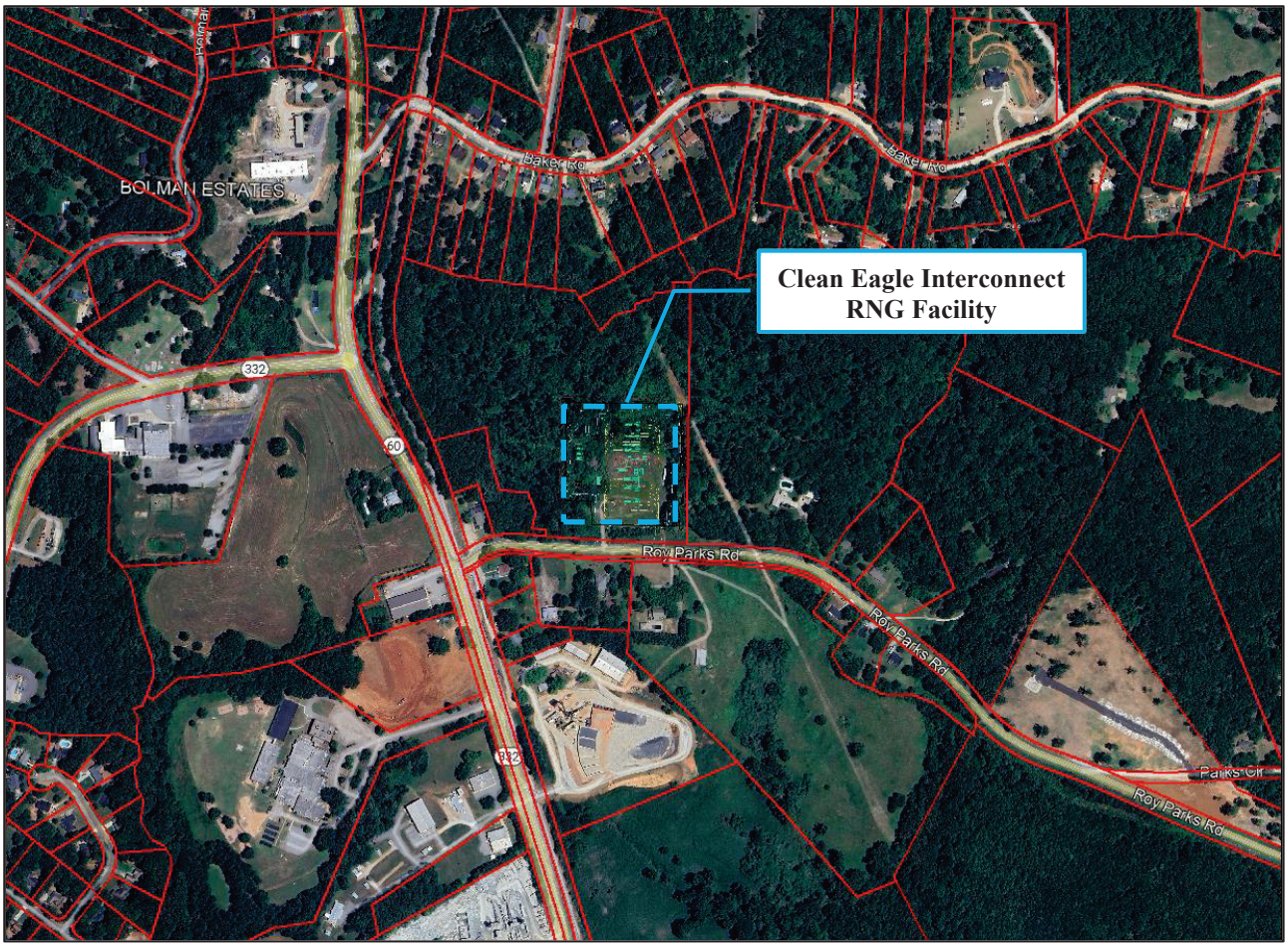



**Figure 1-1 Clean Eagle Interconnect RNG Facility Location and Surrounding Area**

# 2. Noise Fundamentals

Sound is most commonly experienced by people as pressure waves passing through air. These rapid fluctuations in air pressure are processed by the human auditory system to produce the sensation of sound. The rate at which sound pressure changes occur is called the frequency. Frequency is usually measured as the number of oscillations per second or Hertz (Hz). Frequencies that can be heard by a healthy human ear range from approximately 20 Hz to 20,000 Hz. Toward the lower end of this range are low-pitched sounds, including those that might be described as a "rumble" or "boom". At the higher end of the range are high-pitched sounds that might be described as a "screech" or "hiss".

## 2.1 Environmental Noise

Environmental noise generally derives, in part, from a combination of distant noise sources. Such sources may include common experiences such as distant traffic, wind in trees, and distant industrial or farming activities. These distant sources create a low-level "background noise" in which no particular individual source is identifiable. Background noise is often relatively constant from moment to moment but varies slowly from hour to hour as natural forces change or as human activity follows its daily cycle.

Superimposed on this low-level, slowly varying background noise is a succession of identifiable noisy events of relatively brief duration. These events may include the passing of single-vehicles, aircraft flyovers, screeching of brakes, and other short-term events. The presence of these short-term events causes the noise level to fluctuate. Typical indoor and outdoor A-weighted sound levels are shown in Figure 2-1.

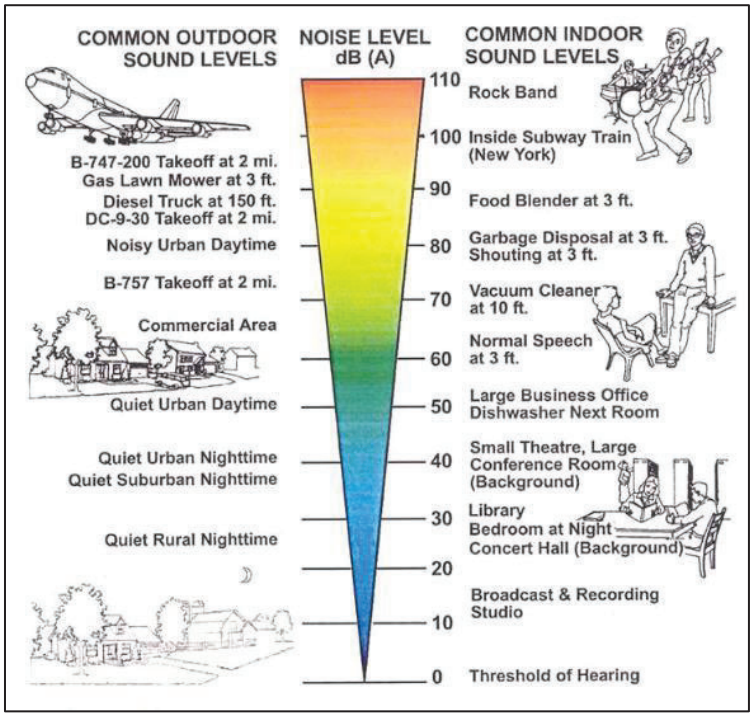



**Figure 2-1 Typical Indoor and Outdoor A-Weighted Sound Levels**

## 2.2 Relative Loudness of Environmental Noise

Published data exists describing how humans generally respond to changes in relative loudness. Table 2-1, adapted from the Highway Traffic Noise: Analysis and Abatement Guidance (revised December 2011) published by the Federal Highway Administration, shows typical responses to changes in relative loudness.

**Table 2-1 Decibel Changes, Loudness, and Relative Loudness[1]**

| Sound Level Change | Relative Loudness |
|---|---|
| 0 dB(A) | Reference |
| -3 dB(A) | Barely Perceptible Change |
| -5 dB(A) | Readily Perceptible Change |
| -10 dB(A) | Half as Loud |
| -20 dB(A) | 1/4 as Loud |
| -30 dB(A) | 1/8 as Loud |

The table describes reductions in noise levels, but the opposite holds true for increases in noise level.

[1] Table adapted from FHWA Highway Traffic Noise: Analysis and Abatement Guidance, revised December 2011

# 3. Ambient Sound Level Survey

## 3.1 Ambient Sound Level Survey Procedure

A Type 1 SVANTEK SVAN 971 sound level meter was utilized to conduct an ambient sound level survey adjacent to the proposed Clean Eagle Interconnect RNG Facility. The sound level meter conforms to Class 1 as per ANSI/ASA S1.4/IEC 61672 (2024). The instrumentation details are presented in Table 3-1. The sound level meter was placed approximately 5 feet above ground level, 10 feet away from any reflective surfaces, and was calibrated prior to deployment and upon retrieval. The sound level monitoring period began on Sunday, October 13, 2024 with the meter programmed to continuously monitor and record A-weighted sound levels. Audio recordings were created by the sound level meters at the measurement location to, if the need arose, help in the identification of the source of noise level spikes. The monitoring period ended on Monday, October 14, 2024. The locations of the sound level meter used to conduct the ambient sound level survey can be seen in Figure 3-1 below.

**Table 3-1 Instrumentation Details**

| Location | Instrument | GPS Coordinates | Manufacturer/Model | Serial Number |
|---|---|---|---|---|
| Location 1 | Sound Level Meter | 34.212451°, -83.779905° | SVANTEK SVAN 971 | 87101 |

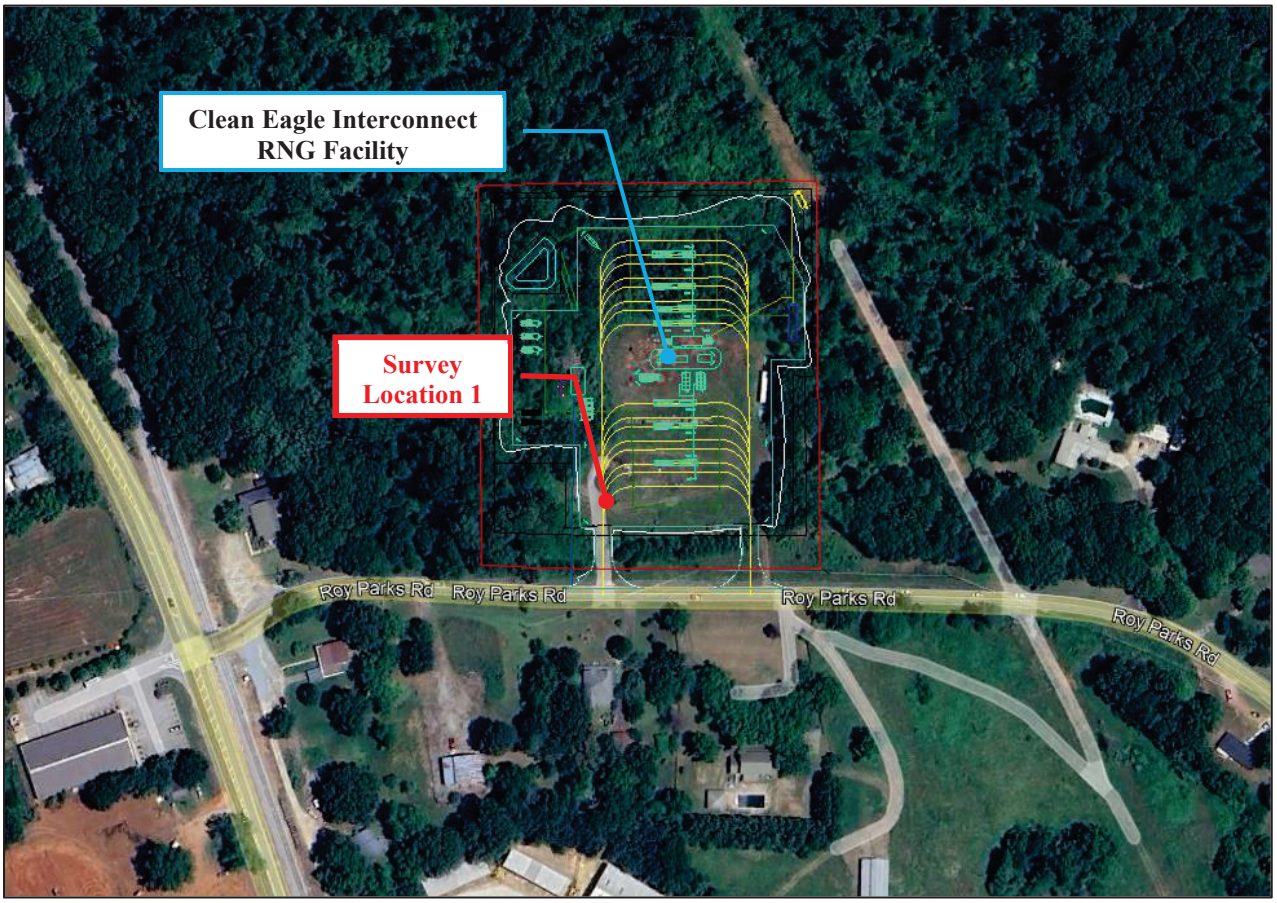



**Figure 3-1 Clean Eagle Interconnect RNG Facility Ambient Sound Level Survey Location**

## 3.2 Clean Eagle RNG Facility Ambient Sound Level Results

The measured A-weighted average Leq and L90 sound levels sound levels for the monitoring period are shown in Table 3-2. The Location 1 measured 15-minute average Leq and L90 A-weighted sound levels for the duration of survey can be seen graphically in Figure 3-2.

The A-weighted filter is applied to instrument-measured sound levels in effort to account for the relative loudness perceived by the human ear. As the human ear is less sensitive to low frequencies, the A-weighted filter correspondingly discounts low frequency sound observed during measurements and is widely utilized for environmental noise measurements.

The measure sound level data was processed and used to calculate an average over the 24-hour monitoring period. The attached charts show the unfiltered measurement data. Weather data from the survey period was sourced from a nearby weather station (www.wunderground.com) named Summer Creek – KGAGAINE148 in Gainesville, Georgia. Peak wind gust speed data was used and correlated with the ambient sound level measurement data when filtering wind speeds above 11 miles per hour for broadband measurement data. Wind gust speed and ambient sound level data were filtered on a 15-minute basis.

**Table 3-2 24-Hour Average Sound Levels ($L_{eq}$ dBA)**

| Location | Overall Average (24-hours) |
|---|---|
| Location 1 | 53.5 |

L90 is a statistical measurement (Ln) representing the sound level that was exceeded 90% of the time over a given time interval (15 minutes). L90 sound levels are commonly used to represent the background sound level of a noise environment by excluding the effects of shorter duration noise level spikes that might occur (planes, trains, traffic, etc.). Table 3-3 shows the arithmetic average of the 15-minute L90 sound levels over the 24-hour monitoring period.

**Table 3-3 24-Hour Average Sound Levels ($L_{90}$ dBA)**

| Location | Overall Average (24-hours) |
|---|---|
| Location 1 | 48.3 |

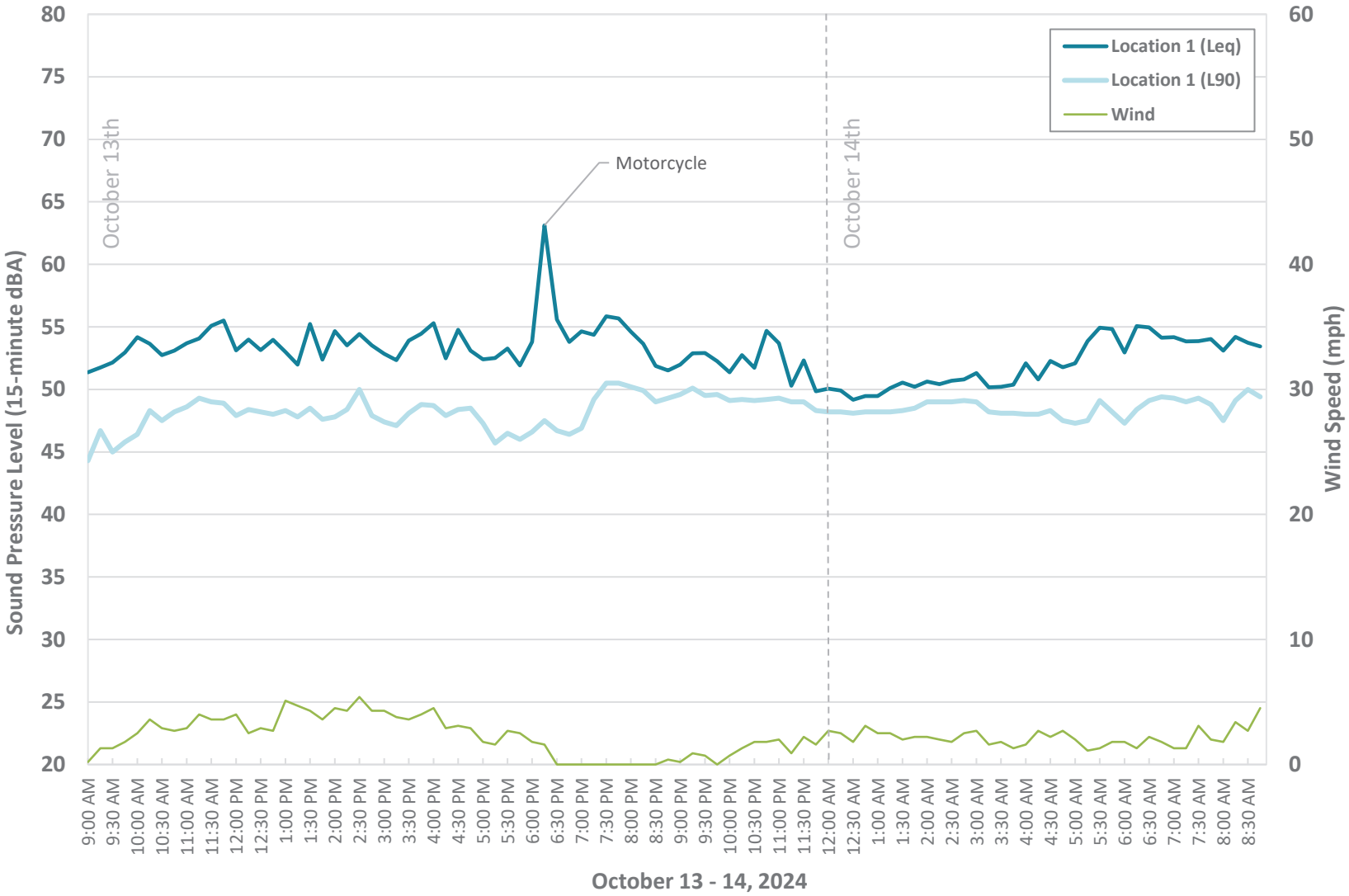



**Figure 3-2 Location 1 - Measured Ambient Sound Level Data (15-minute dBA)**

# 4. Clean Eagle RNG Facility Noise Modeling

## 4.1 Noise Modeling Methodology

The noise modeling was completed with the use of three-dimensional computer noise modeling software. All models in this report were developed with SoundPLAN 9.0 software using the ISO 9613-2 standard. Noise levels are predicted based on the locations, noise levels and frequency spectra of the noise sources, and the geometry and reflective properties of the local terrain, buildings and barriers. To ensure a conservative assessment and compliance with ISO 9613-2 standards, light to moderate winds were assumed to be blowing from the source to receptor. The predicted noise levels represent only the contribution of the Clean Eagle Interconnect RNG Facility operations and do not include ambient noise or noise from other facilities. Actual field sound level measurements may vary from the modeled noise levels due to other noise sources such as traffic, other facilities, other human activity, or environmental factors. The modeled environmental conditions can be seen in Table 4-1.

**Table 4-1 Modeled Environmental Conditions**

| Weather Parameter | Modeled Input |
|---|---|
| Temperature | 10° C |
| Relative Humidity | 70% |
| Air Pressure | 1013.3 mbar |
| Wind Velocity | Per ISO 9613-2 |
| Wind Direction | Source to receptor |
| Foliage | Not included |
| Ground Absorption | 0.7 for general ground cover<br>0.5 for working pad<br>0.0 for bodies of water |

The equipment sound level data used for the proposed Interconnect RNG facility was based on manufacturer data and was provided by Certarus. The predicted modeling results for the modeled facility and filling station are dependent on the modeled equipment layout provided by Archaea Energy (Figure 4-1). The electric compressor engins will be enclosed in an acoustical building with 3-inch-deep walls, insulation, and a perforated liner. Changes, removals or additions of equipment (e.g., compressors, coolers, etc.) may result in measured operational noise levels that are inconsistent with the modeling results. The modeled facility equipment sound power levels are presented in Table 4-2.

**Table 4-2 Clean Eagle Energy Modeled Noise Emitting Equipment**

| Equipment | Site | Data Source | Quantity | Sound Power Level (dBA) |
|---|---|---|---|---|
| Decant Compressor | Interconnect RNG Facility | Manufacture Data | 1 | 107.5 $L_w$/Unit |
| Loading Compressor | Interconnect RNG Facility | Manufacture Data | 2 | 111.3 $L_w$/Unit |
| Loading Compressor Cooler | Interconnect RNG Facility | Manufacture Data | 2 | 100.6 $L_w$/Unit |

## 4.2 Clean Eagle Interconnect RNG Facility Noise Sensitive Receptors

The locations of the noise sensitive receptors and surrounding environment are shown in Figure 4-2. The noise levels will be assessed at the receiving property line of nearby residences properties.

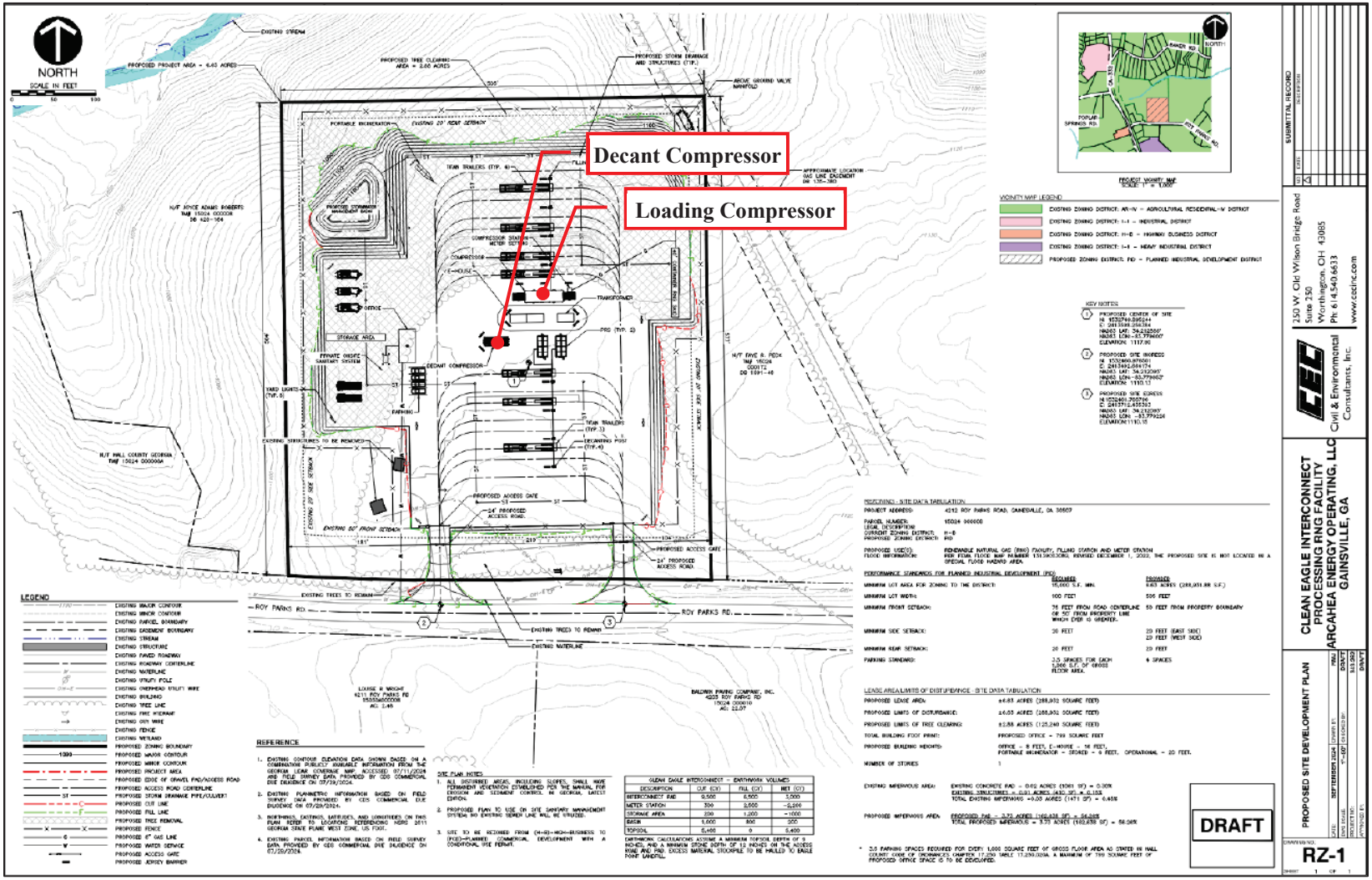



**Figure 4-1 Modeled Clean Eagle Interconnect RNG Facility Equipment Layout**

**Figure 4-2 Modeled Clean Eagle Interconnect RNG Facility Noise Sensitive Receptors**

## 4.3 Unmitigated – Clean Eagle Interconnect RNG Facility Noise Modeling Results

The unmitigated modeling is based off current Clean Eagle Interconnect RNG Facility plans and does not include sound walls or other third-party acoustical mitigation measures. The results of the facility noise modeling are presented in Table 4-3. The locations in the tables correspond to the locations identified in Figure 4-2. The predicted noise levels represent only the contribution of the project operations and do not include ambient noise or noise from other facilities. Figure 4-3 shows the Unmitigated Clean Eagle Interconnect RNG Facility Noise Contour Map in dBA. The noise contours are provided in 2 dB increments with the color scale indicating the sound level of each contour.

**Table 4-3 Unmitigated Clean Eagle Interconnect RNG Facility Noise Modeling Results (dBA)**

| Receptor | Description | Predicted dB(A) | Representative Ambient Sound Level dB(A) |
|---|---|---|---|
| 1 | 3693 BAKER ROAD | 40 | 48.3 L90 |
| 2 | 3679 BAKER ROAD | 43 | 48.3 L90 |
| 3 | 3667 BAKER ROAD | 41 | 48.3 L90 |
| 4 | 3653 BAKER ROAD | 39 | 48.3 L90 |
| 5 | 3619 BAKER ROAD | 27 | 48.3 L90 |
| 6 | 4176 ROY PARKS ROAD | 56 | 48.3 L90 |
| 7 | 4211 ROY PARKS | 49 | 48.3 L90 |
| 8 | 4237 ROY PARKS ROAD | 42 | 48.3 L90 |
| 9 | 4236 ROY PARKS ROAD | 45 | 48.3 L90 |

**Table 4-4 Predicted Changes in Overall Noise Level**

| Receptor | Predicted dB(A) | Representative Ambient Sound Level dB(A) | Combined (Ambient + Predicted) | Difference (combined - ambient) | Perceptibility |
|---|---|---|---|---|---|
| 1 | 40 | 48.3 L90 | 48.9 | 0.6 | Likely Not Perceptible |
| 2 | 43 | 48.3 L90 | 49.4 | 1.1 | Likely Not Perceptible |
| 3 | 41 | 48.3 L90 | 49.0 | 0.7 | Likely Not Perceptible |
| 4 | 39 | 48.3 L90 | 48.8 | 0.5 | Likely Not Perceptible |
| 5 | 27 | 48.3 L90 | 48.3 | 0.0 | Likely Not Perceptible |
| 6 | 56 | 48.3 L90 | 56.7 | 8.4 | Readily Perceptible |
| 7 | 49 | 48.3 L90 | 51.7 | 3.4 | Barely Perceptible |
| 8 | 42 | 48.3 L90 | 49.2 | 0.9 | Likely Not Perceptible |
| 9 | 45 | 48.3 L90 | 50.0 | 1.7 | Likely Not Perceptible |

The results of the unmitigated noise modeling indicate that the change in overall noise levels due to the facility's operations are predicted to be perceptible at Receptors 6 and 7. Therefore, mitigation will be recommended for the Clean Eagle Interconnect RNG Facility operations.

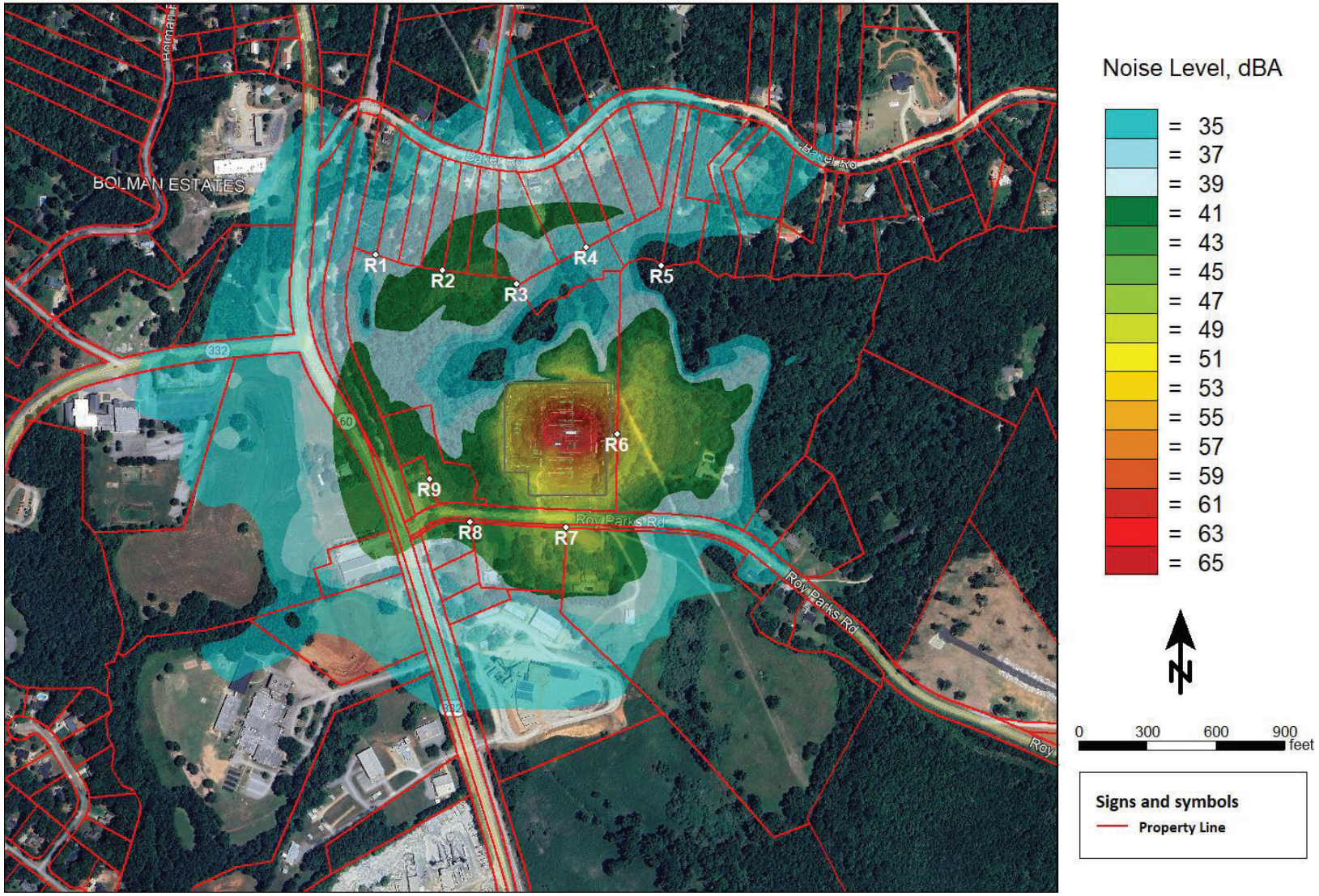



**Figure 4-3 Unmitigated Clean Eagle Interconnect RNG Facility Noise Contour Map (dBA)**

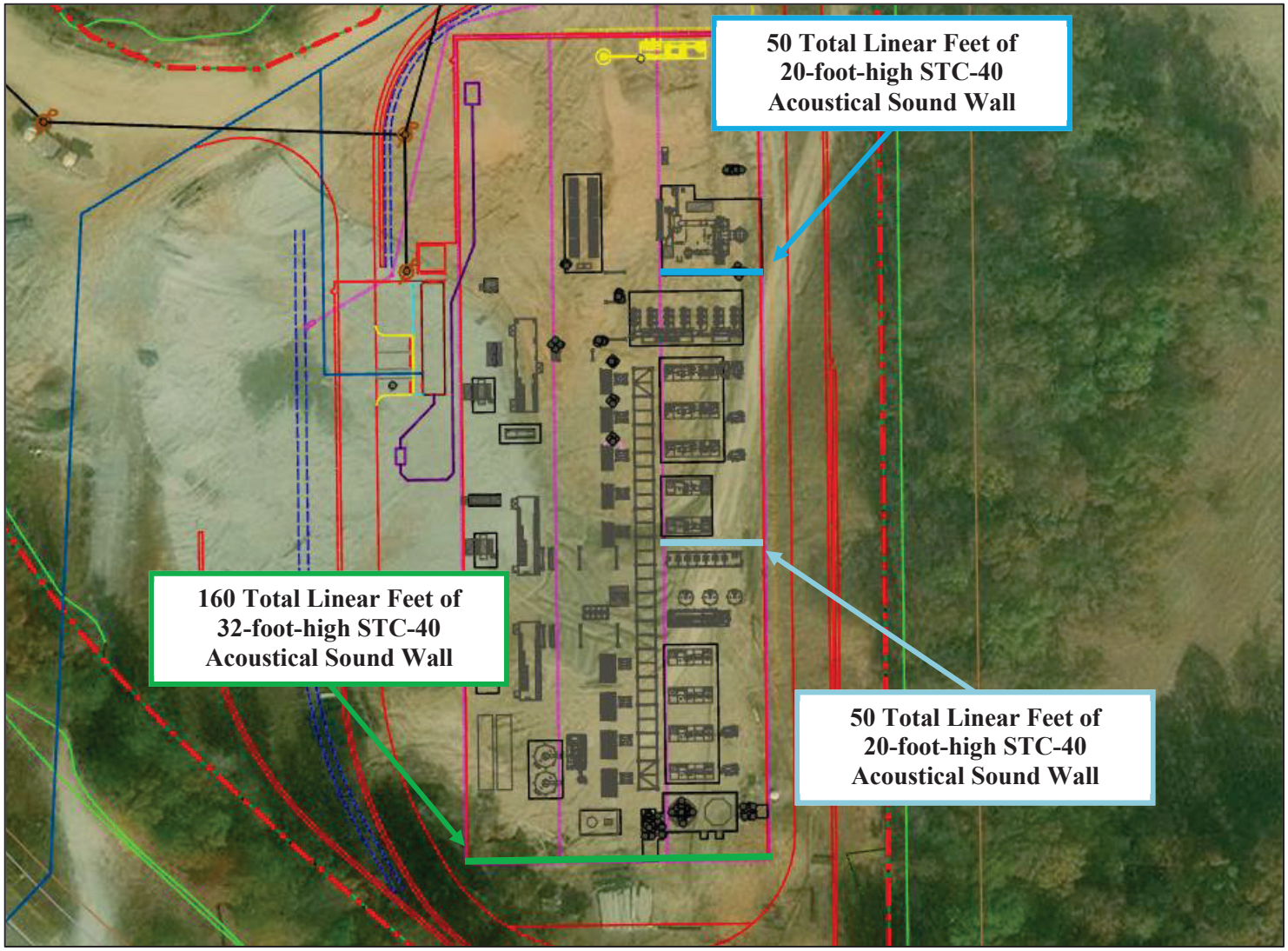



**Figure 1 Scenario 1 - Mitigation Layout**

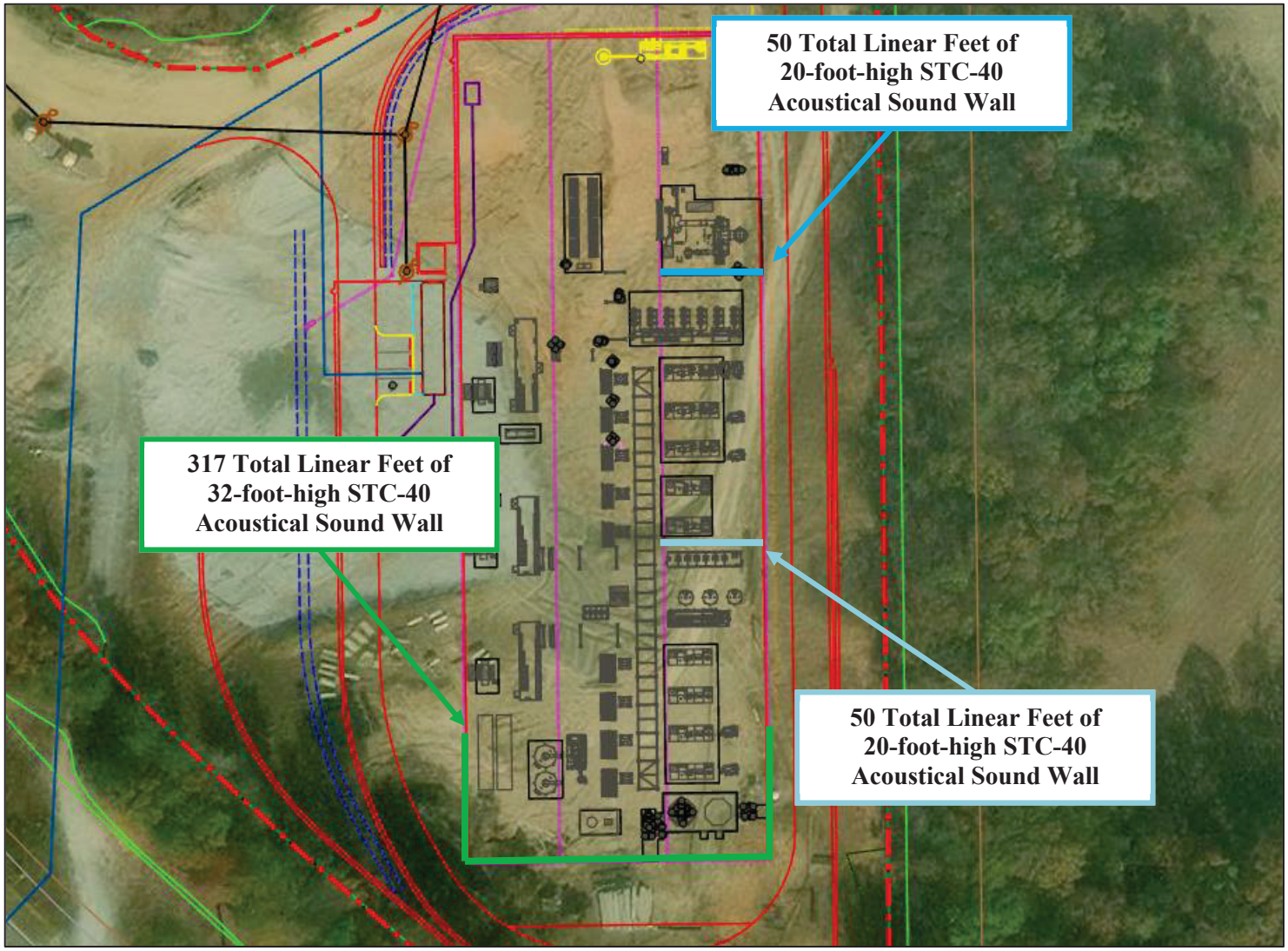



**Figure 2 Scenario 2 - Mitigation Layout**

**Figure 3 Site and Noise Sensitive Receptor Location**

The results of the mitigated noise modeling are presented in Table 1. The locations in the tables correspond to the locations identified in Figure 3. The predicted noise levels represent only the contribution of the project operations and do not include ambient noise or noise from other facilities. Figure 4 shows the Scenario 1 - Mitigated Clean Eagle RNG Facility Noise Contour Map in dBA. Figure 5 shows the Scenario 2 - Mitigated Clean Eagle RNG Facility Noise Contour Map in dBA. The noise contours are provided in 2 dB increments with the color scale indicating the sound level of each contour.

**Table 1 Mitigated Noise Modeling Results (dBA)**

| Receptor | Unmitigated Clean Eagle RNG | Mitigated Scenario 1 | Mitigated Scenario 2 |
|---|---|---|---|
| Receptor 1 | 56 | 56 | 56 |
| Receptor 2 | 54 | 53 | 52 |
| Receptor 3 | 62 | 56 | 54 |
| Receptor 4 | 62 | 47 | 47 |
| Receptor 5 | 60 | 49 | 49 |
| Receptor 6 | 55 | 50 | 48 |
| **Forsyth County Noise Limit** | **60** | **60** | **60** |

**Table 2 Scenario 1 - Mitigated Noise Modeling Results Reduction (dBA)**

| Receptor | Unmitigated Clean Eagle RNG | Mitigated Clean Eagle RNG | Reduction |
|---|---|---|---|
| Receptor 1 | 56 | 56 | 0 |
| Receptor 2 | 54 | 53 | -1 |
| Receptor 3 | 62 | 56 | -6 |
| Receptor 4 | 62 | 47 | -15 |
| Receptor 5 | 60 | 49 | -11 |
| Receptor 6 | 55 | 50 | -5 |

**Table 3 Scenario 2 - Mitigated Noise Modeling Results Reduction (dBA)**

| Receptor | Unmitigated Clean Eagle RNG | Mitigated Clean Eagle RNG | Reduction |
|---|---|---|---|
| Receptor 1 | 56 | 56 | 0 |
| Receptor 2 | 54 | 52 | -2 |
| Receptor 3 | 62 | 54 | -8 |
| Receptor 4 | 62 | 47 | -15 |
| Receptor 5 | 60 | 49 | -11 |
| Receptor 6 | 55 | 48 | -7 |

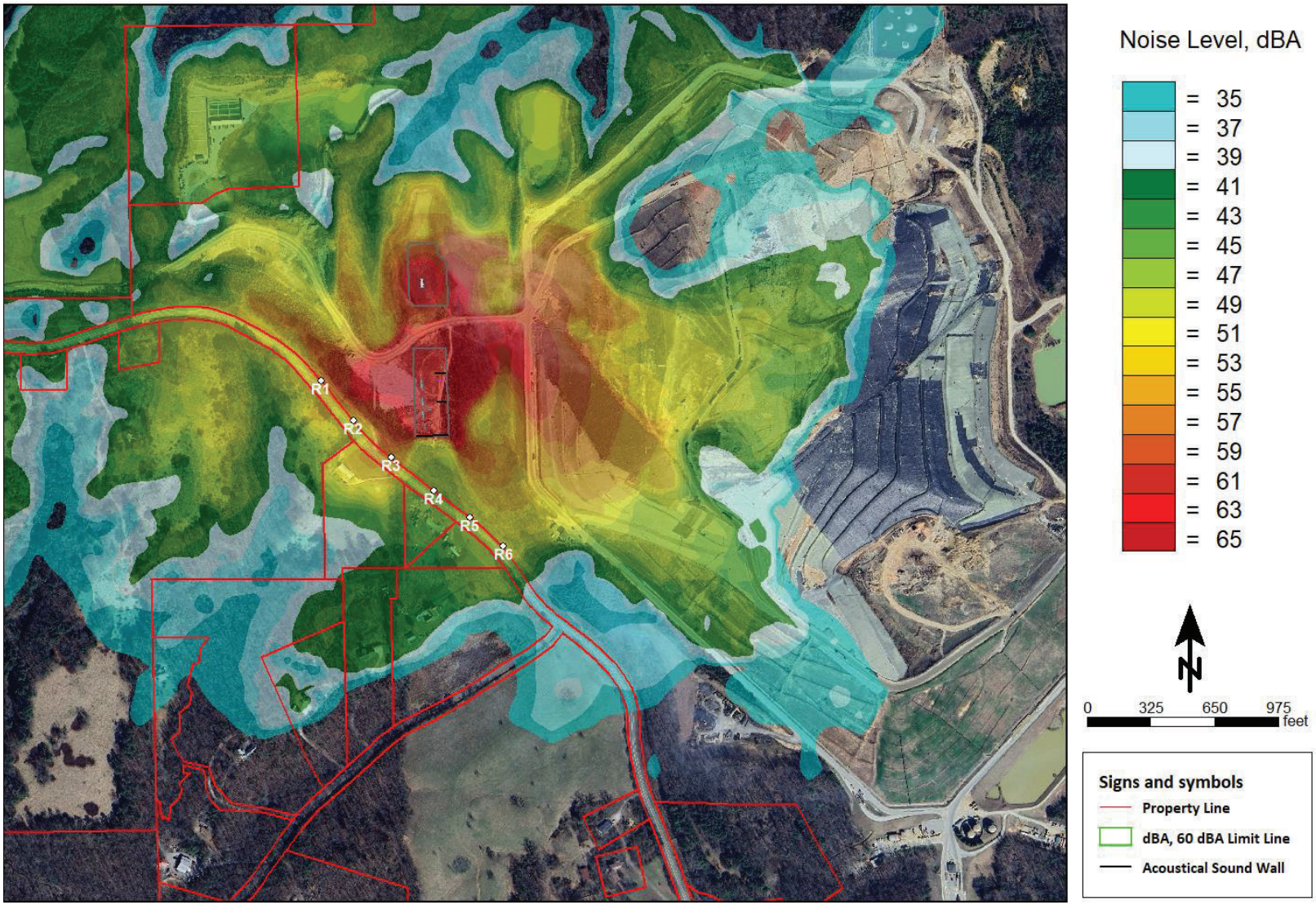



**Figure 4 Scenario 1 - Mitigated Clean Eagle RNG Facility Noise Contour Map**

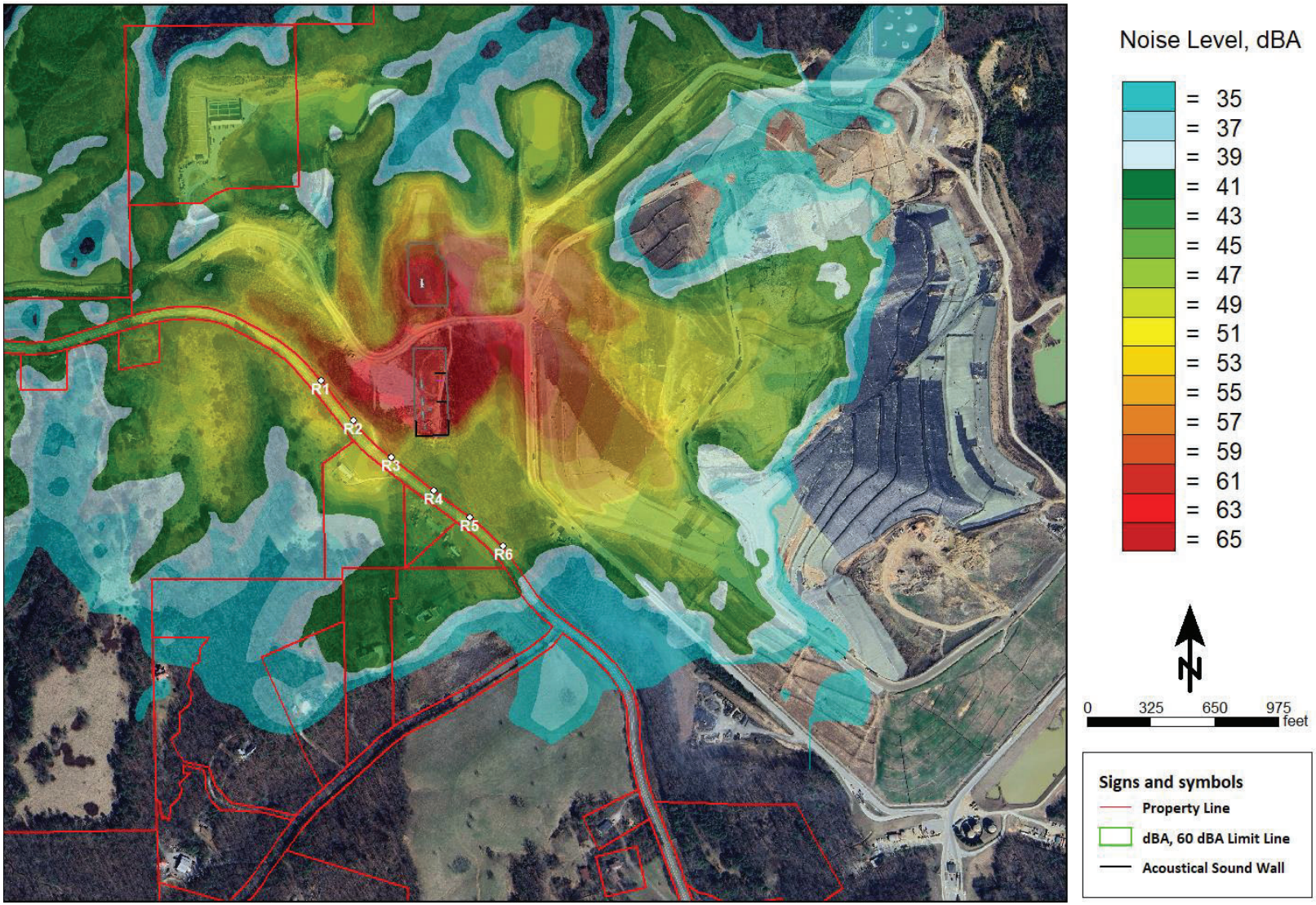



**Figure 5 Scenario 2 - Mitigated Clean Eagle RNG Facility Noise Contour Map**

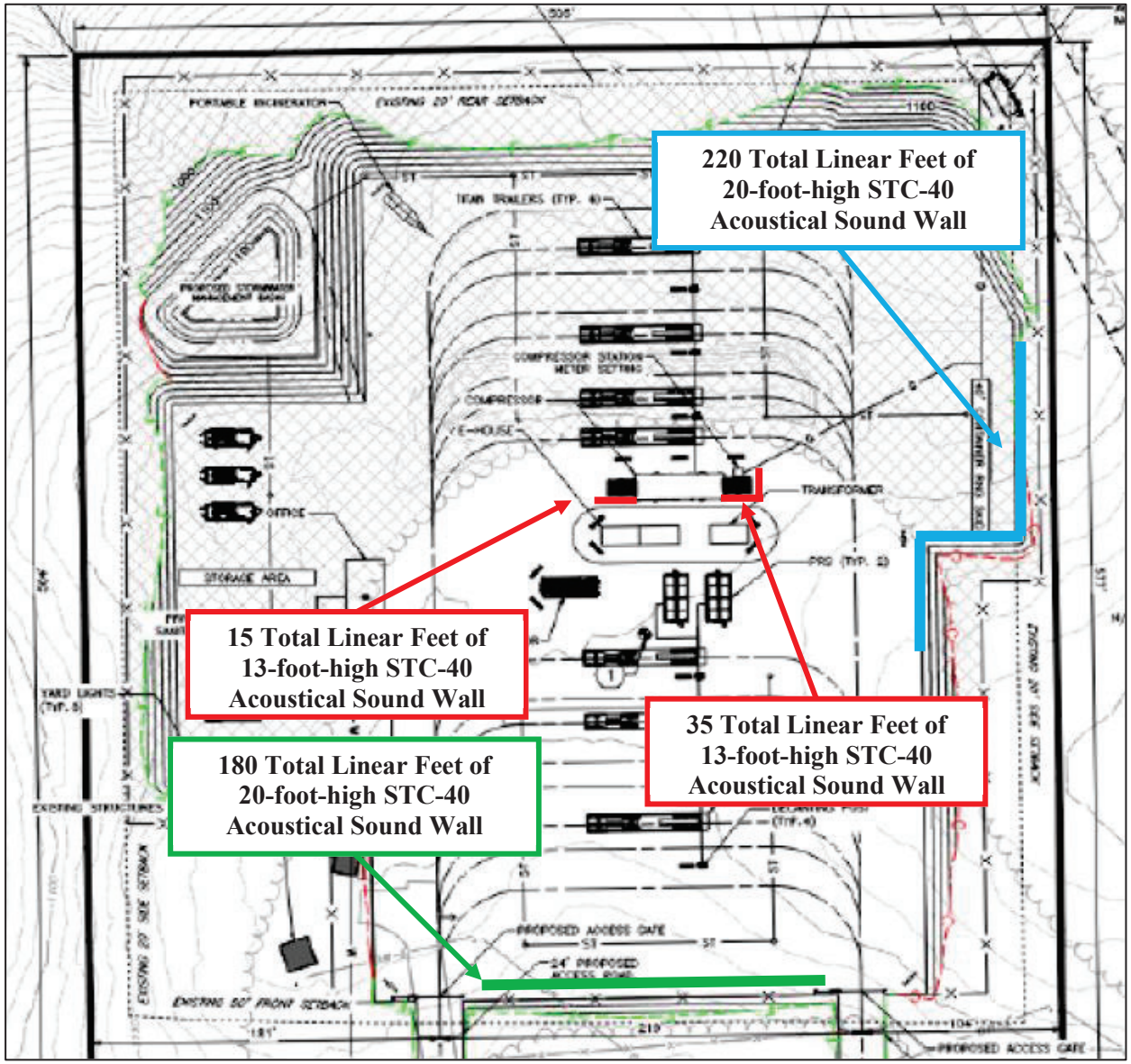



**Figure 1 Clean Eagle Interconnect Mitigation Layout**

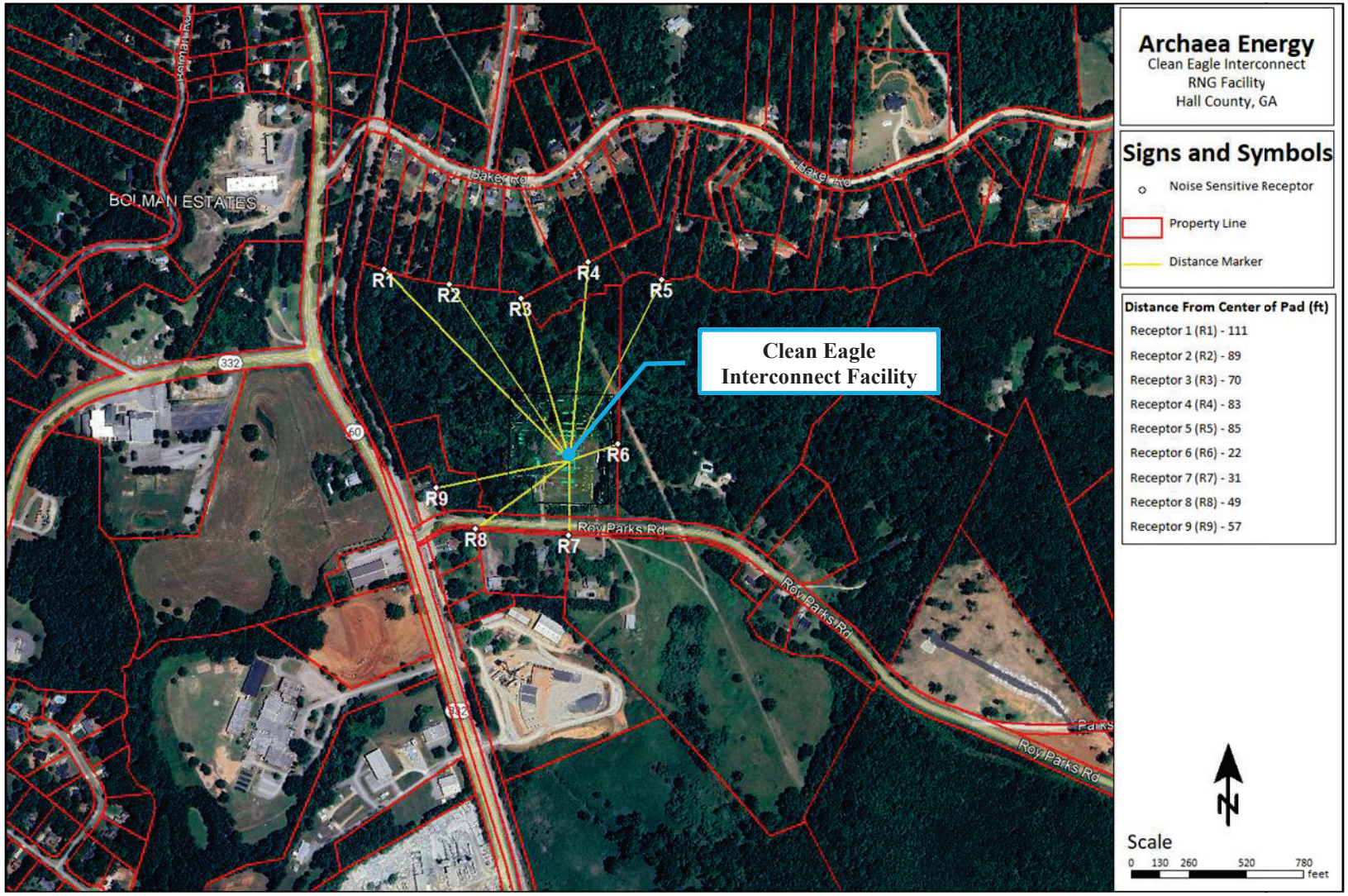



**Figure 2 Site and Noise Sensitive Receptor Location**

The results of the mitigated noise modeling are presented in Table 1. The locations in the tables correspond to the locations identified in Figure 2. The predicted noise levels represent only the contribution of the project operations and do not include ambient noise or noise from other facilities. Figure 3 shows the Scenario 1 - Mitigated Clean Eagle Interconnect Facility Noise Contour Map in dBA. The noise contours are provided in 2 dB increments with the color scale indicating the sound level of each contour.

**Table 1 Mitigated Noise Modeling Results (dBA)**

| Receptor | Unmitigated Interconnect | Mitigated Interconnect | Reduction |
|---|---|---|---|
| Receptor 1 | 41 | 41 | 0 |
| Receptor 2 | 43 | 43 | 0 |
| Receptor 3 | 42 | 42 | 0 |
| Receptor 4 | 40 | 40 | 0 |
| Receptor 5 | 27 | 27 | 0 |
| Receptor 6 | 57 | 42 | -15 |
| Receptor 7 | 51 | 44 | -7 |
| Receptor 8 | 44 | 42 | -2 |
| Receptor 9 | 46 | 46 | 0 |

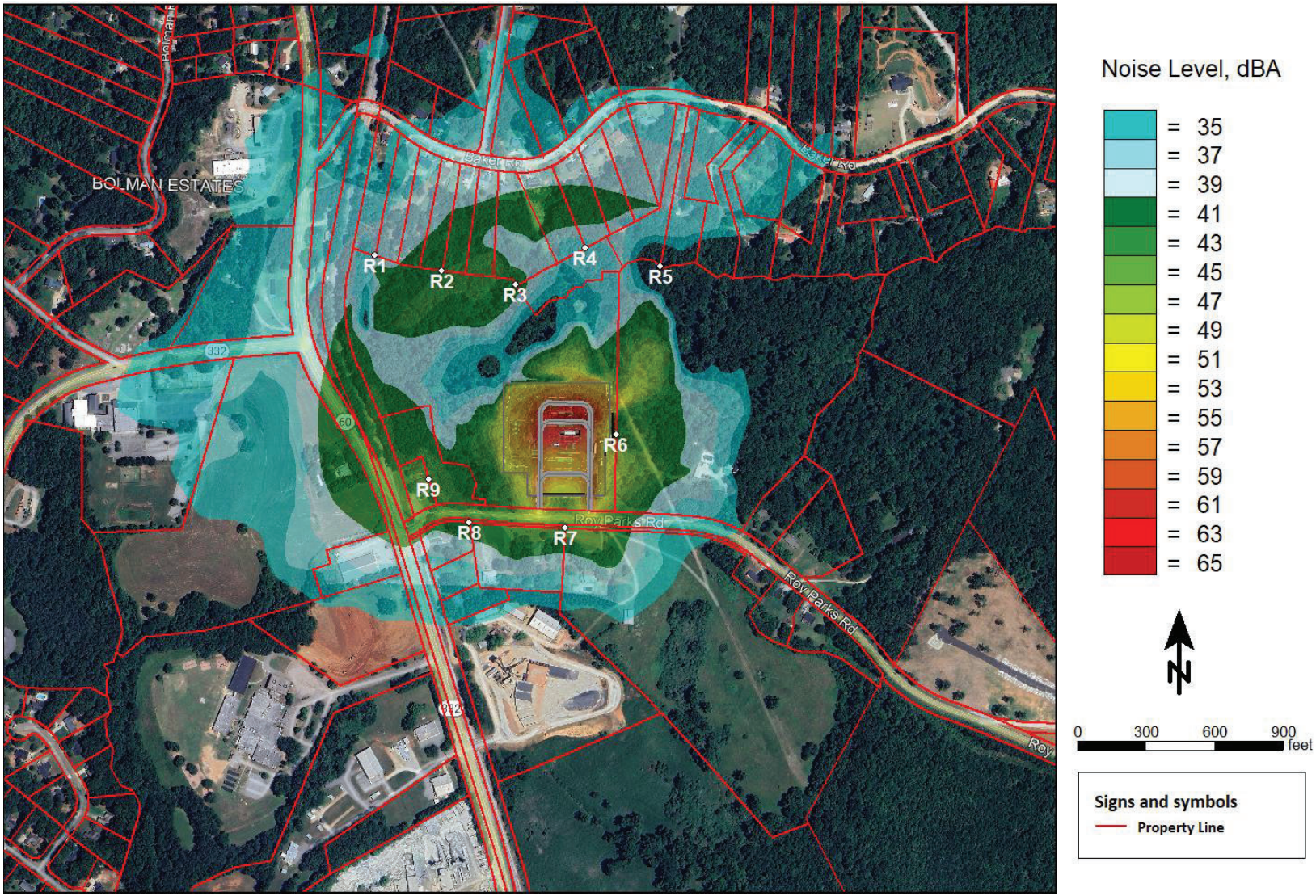



**Figure 4 Mitigated Clean Eagle Interconnect Facility Noise Contour Map (dBA)**

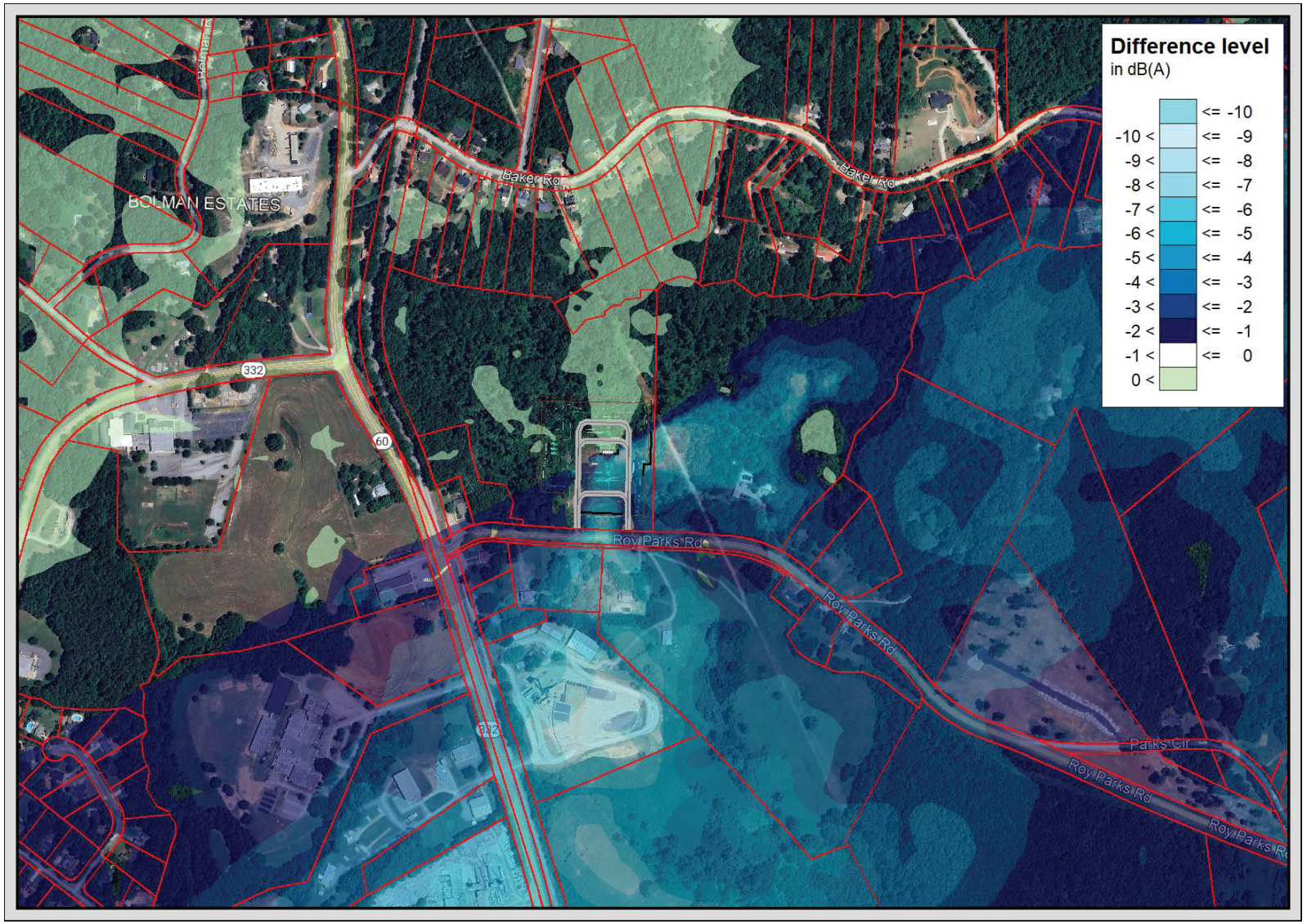



**Figure 5 Mitigated Clean Eagle Interconnect Facility Difference Noise Contour Map (dBA)**

# Forsyth County Department of Planning & Community Development

November 27, 2024

Clean Eagle RNG, LLC
201 Helios Way, Floor 6
Houston, TX 77079

RE: ZA4191
Tax map/parcel 001-004

To Whom It May Concern:

As a result of the meeting held on November 19, 2024, the Forsyth County Planning Commission voted with four members in favor (Shawkat, Flack, Dineen and Schmidt) and one member opposed (Guy) to recommend approval of **ZA4191 – Clean Eagle RNG, LLC** to rezone from Mining Operations District (MINE) to Agricultural District (A1) on 32.16 acres with a Conditional Use Permit (CUP) to build an 880 sq. ft. methane to energy conversion facility and associated utility substation located adjacent to or contiguous with a MSW waste reclamation facility with 5 parking spaces with the following variances and conditions:

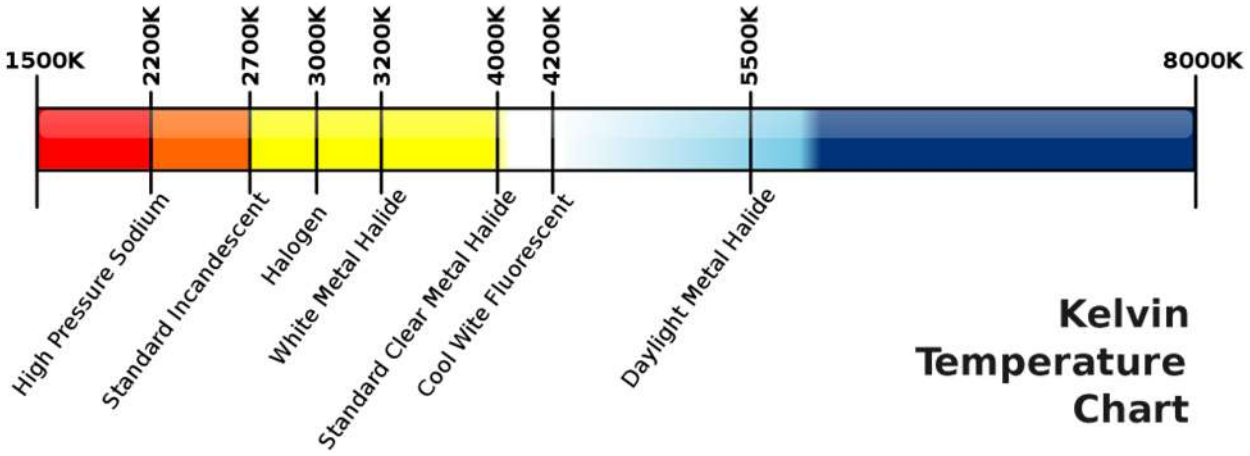
**Variances:**

1. Eliminate the 5,000 ft. sewer distance requirement to facilitate the use of an on-site septic disposal system (UDC 18-5.18).
2. Increase the maximum building height for the thermal oxidizer and flare only from 30 ft. to 65 ft. (UDC Table 15.2).

**Conditions:**

1. Any improvements to the water or sewer systems required to meet fire flow or other requirements shall be done at developer's expense.
2. There shall be a 10-foot minimum setback from all Utility Easements to any building, unless otherwise approved by Forsyth County W&S.
3. There shall be no trees planted within the right of way or in utility easements.

4. Clean Eagle RNG, LLC must submit a minor modification request to Solid Waste Management Program with a description and an update to the landfill's Design and Operation.
5. Applicant must apply for and receive an air quality permit from the state prior to any certificate of occupancy.
6. The Applicant/Developer shall not disturb the area between the Old Federal Road right of way and the "proposed 69' buffer from pole easement boundary" as delineated on the site plan; unless required by state or local authorities.
7. Tree removal on the site plan shall be restricted to the minimum necessary for the construction of the buildings and associated infrastructure.
8. Clean Eagle RNG, LLC shall implement any written recommendation by the Forsyth County Fire Department with respect to emergency preparedness or disaster mitigation and such recommendations shall be incorporated into these conditions.
9. Prior to receiving a certificate of occupancy, Clean Eagle shall prepare and submit to the Forsyth County Fire Department, a copy of its final Emergency Action Plan (EAP).
10. The final plant design for the Clean Eagle facility shall be substantially similar to the plant design, on the site plan.
11. Clean Eagle shall install backup generators to allow a safe and well-ordered shutdown of the process in the event of a loss of main line power.
12. The Clean Eagle facility shall be secured via locked perimeter fencing as set forth in the site plan.
13. No waste hauling truck traffic shall enter the gated area of the Clean Eagle facility, except to provide waste removal services to the Clean Eagle facility.
14. Any regulatory compliance documentation required to be issued to the State of Georgia shall be made available to Forsyth County, upon written request of the County.
15. All exterior lighting shall be furnished with shields, louvers and/or lenses to ensure that exterior lighting is directed downward, the light lamp is not visible from nearby properties, and that light spillage is otherwise kept to a minimum.
16. All lighting shall emit a low color temperature light having a Kelvin temperature of no more than three-thousand (3,000). Thereby, light emitted from any source on site will be in the "warm" spectrum and light with a bluish color, sometimes referred to as "daylight" lights, which are in the "cool" spectrum are prohibited. See the chart below for guidance.




17. A video surveillance system shall be installed, maintained, and recording at all times. The video cameras shall be of a sufficient number to capture video of the entire perimeter and/or interior of the site. All video cameras shall be capable of capturing video images in darkness, commonly referred to as "night vision" video, with low lux capabilities. The video surveillance system shall record and store all video from all cameras for not less than thirty (30) days. Upon request from Law Enforcement, including, but not limited to, Code Compliance, recordings shall be preserved for not less than thirty (30) days, as measured from the date of request, to allow time for legal authorization to obtain said recordings. Cameras shall be positioned, or the system shall be programmed so that video or images of privately-owned external properties is not recorded in order to avoid any invasion of neighbor's privacy. There shall be cameras positioned to capture the license plate of all vehicles entering and exiting the premises.

18. Upon commencement of operations, the grounds of the plant facility shall at all times be kept in an orderly and tidy manner with no outside storage of supplies, except during normal maintenance and shutdown operations; no trash or debris unsecured inside the gated area; and with all non-brick exterior finishes painted, rust-free, and otherwise in good condition.

19. Truck traffic shall only use the existing entrance into the landfill and shall be prohibited from accessing Old Federal from the subject property.

20. All portions of structures visible from the right-of-way shall be painted earth tone green and/or brown.

21. Any trucks carrying a gas cargo shall only travel on Old Federal Road, Highway 369, Highway 306, Highway 53, or Georgia Highway 400 while within the boundaries of Forsyth County.

Sincerely,

Secretary, Forsyth County Planning Commission

# Forsyth County Department of Planning & Community Development

**Margaret Ann Pryor,** Planner II

January 10, 2025

Clean Eagle RNG, LLC
201 Helios Way, Floor 6
Houston, TX 77079

RE: ZA4191
Tax map/parcel 001-004

To Whom It May Concern:

This is to confirm that at their regular meeting on December 19, 2024, the Forsyth County Board of Commissioners approved the request to rezone from Mining Operations District (MINE) to Agricultural District (A1) on 32.16 acres with a Conditional Use Permit (CUP) to build an 880 sq. ft. methane to energy conversion facility and associated utility substation located adjacent to or contiguous with a MSW waste reclamation facility with the following variances and conditions:

**VARIANCES:**

1. Eliminate the 5,000 ft. sewer distance requirement to facilitate the use of an on-site septic disposal system (UDC 18-5.18).

2. Increase the maximum building height for the thermal oxidizer and flare only from 30 ft. to 65 ft. (UDC Table 15.2).

**CONDITIONS:**

1. Any improvements to the water or sewer systems required to meet fire flow or other requirements shall be done at developer's expense.

2. There shall be a 10-foot minimum setback from all Utility Easements to any building, unless otherwise approved by Forsyth County Department of Water and Sewer.

3. There shall be no trees planted within the right of way or in Utility Easements.

4. Clean Eagle RNG, LLC must submit a minor modification request to Solid Waste Management Program with a description and an update to the landfill's Design and Operation.

5. Applicant must apply for and receive an Air Quality Permit from the State prior to any Certificate of Occupancy.

6. The Applicant/developer shall not disturb the area between the Old Federal Road right of way and the “proposed 69’ buffer from pole easement boundary” as delineated on the Site Plan; unless required by State or local authorities.

7. Tree removal on the Site Plan shall be restricted to the minimum necessary for the construction of the buildings and associated infrastructure.

8. Clean Eagle RNG, LLC shall implement any written recommendation by the Forsyth County Fire Department with respect to emergency preparedness or disaster mitigation and such recommendations shall be incorporated into these conditions.

9. The final plant design for the Clean Eagle facility shall be substantially similar to the plant design, on the Site Plan.

10. Clean Eagle shall install backup generators to allow a safe and well-ordered shutdown of the process in the event of a loss of main line power.

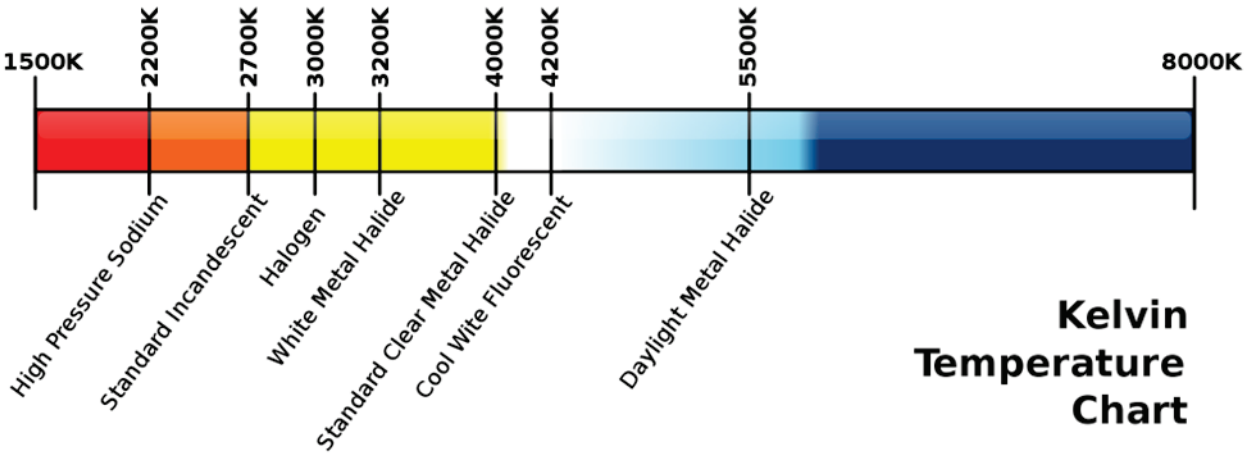
11. The Clean Eagle facility shall be secured via locked perimeter fencing as set forth in the Site Plan.

12. No waste hauling truck traffic shall enter the gated area of the Clean Eagle facility, except to provide waste removal services to the Clean Eagle facility.

13. Any regulatory compliance documentation required to be issued to the State of Georgia shall be made available to Forsyth County, upon written request of the County.

14. All exterior lighting shall be furnished with shields, louvers, and/or lenses to ensure that exterior lighting is directed downward, the light lamp is not visible from nearby properties, and that light spillage is otherwise kept to a minimum.

15. All lighting shall emit a low color temperature light having a Kelvin temperature of no more than three-thousand (3,000). Thereby, light emitted from any source on site will be in the “warm” spectrum and light with a bluish color, sometimes referred to as “daylight” lights, which are in the “cool” spectrum are prohibited. See the chart below for guidance.




16. A video surveillance system shall be installed, maintained, and recording at all times. The video cameras shall be of a sufficient number to capture video of the entire perimeter of the site and

shall have at least five (5) video cameras for the interior of the site. All video cameras shall be capable of capturing video images in darkness, commonly referred to as “night vision” video, with low lux capabilities. The video surveillance system shall record and store all footage that contains detection of people or vehicles from all cameras for not less than thirty (30) days. Upon request from Law Enforcement, including, but not limited to, Code Compliance, recordings shall be preserved for not less than thirty (30) days, as measured from the date of request, to allow time for legal authorization to obtain said recordings. Cameras shall be positioned, or the system shall be programmed so that video or images of privately-owned external properties is not recorded in order to avoid any invasion of neighbor’s privacy. There shall be cameras positioned to capture the license plate of all vehicles entering and exiting the premises.

17. Upon commencement of operations, the grounds of the plant facility shall at all times be kept in an orderly and tidy manner with no outside storage of supplies, except during normal maintenance and shutdown operations; no trash or debris unsecured inside the gated area; and, with all non-brick exterior finishes painted, rust-free, and otherwise in good condition.

18. Prior to receiving a Certificate of Occupancy, Clean Eagle shall prepare and submit to the Forsyth County Fire Department, a copy of its final Emergency Action Plan (EAP).

19. Truck traffic shall only use the existing entrance into the landfill and shall be prohibited from accessing Old Federal from the subject property.

20. All portions of structures visible from the right-of-way shall be painted earth tone green and/or brown.

21. Any trucks carrying a gas cargo shall only travel on Old Federal Road, Highway 369, Highway 306, Highway 53, or Georgia Highway 400 while within the boundaries of Forsyth County during normal operations. Trucks may be rerouted onto approved hazmat routes during abnormal operating conditions caused by natural disasters, weather, construction, or other incidents that cause the approved trucking route to be impassable.

22. A traffic signal/roundabout warrant study of the intersection of Old Federal Road and Highway 369 shall be completed and submitted to Forsyth County before any Land Disturbance (LDP) Permits are issued. Provided that the warrant study indicates the need for improvements at the said intersection, prior to issuance of an LDP, developer shall also contribute $20,000.00 to Forsyth County towards the engineering design of road improvements at the intersection, which funds shall be placed in escrow. It is understood that authority to construct and design the improvements rests with the Georgia Department of Transportation (GDOT). If said engineering design is not completed by GDOT within five (5) years of the date of payment, developer shall have no further obligation pursuant to this condition and the escrowed funds will be released to the developer.

Please be advised that if a complete application for a land disturbance permit is not submitted within eighteen (18) months of the date of zoning approval referenced in this letter, the property *may* be placed on a Board of Commissioners agenda for consideration of a county-initiated rezoning to a constitutional zoning designation for the property pursuant to the Forsyth County Unified Development Code (UDC) § 8-5.5(I).

Please be advised that subsequent amendments to the UDC following this zoning approval *may* include modifications to permitted uses and development standards within some or all zoning categories. It is possible in certain instances that these amendments may substantially affect the development and use of the property as originally approved through the zoning process. Additional applications and public hearings may be necessary in some cases.

Please contact the Planning & Community Development Department directly with questions or for more information.

Sincerely,

Margaret Ann Pryor

Margaret Ann Pryor
Planner II

## Kristie Turner (Planning)

**From:** Nick Swafford <NSwafford@gainesvillega.gov>
**Sent:** Tuesday, September 24, 2024 10:14 AM
**To:** Kristie Turner (Planning)
**Cc:** Amanda Graham; Steve Gilliam
**Subject:** Clean Eagle Interconnect 4212 Roy Parks Road Water Availability

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Kristie,

Please allow this email to serve as confirmation of water availability for the subject property. The City of Gainesville water system currently serves this property with an existing water meter, and according to the rezoning narrative, will be sufficient to serve the anticipated water demands of the proposed project. If you require anything further, please let me know.

Thanks,

**Nick Swafford**
**Permitting Services & GIS Manager**
**Department of Water Resources**

GAINESVILLE

**O** | **770.538.2452**
www.gainesville.org

300 Henry Ward Way, Ste. 305
Gainesville, GA 30501

## Kaitlyn Elliott (Planning)

**From:** Emily McGahee (Environmental Health)
**Sent:** Tuesday, October 15, 2024 8:24 AM
**To:** Kaitlyn Elliott (Planning); Katie L. Greenway (CDI: Planning); Beth Garmon (CDI: Planning)
**Cc:** Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
**Subject:** HCPC Tentative Agenda 11.18.24

Please find Environmental Health comments below:

Item 1, 4031 Brock Drive, Mandujano: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 6515 New Bethany Rd, Genuine Mapping: Must meet all Environmental Health commercial septic system permitting requirements. Please be advised that Proposed Building 3 is shown over the septic system as shown in HDEV23-0073. An additional plan review fee will be assessed prior to review of proposed changes to the previously approved plan.

Item 3, 4212 Roy Parks Rd, Clean Eagle RNG: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

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GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
**Bill Nash, P.E.**

# 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:** October 17, 2024

**Subject:** November 18, 2024 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the November 18, 2024 meeting. Upon review, we provide the following comments.

**NEW BUSINESS**

**1.** **4031 Brock Drive | Variance |** 17.240.010 to reduce the left side yard setback | on a 0.35± acre tract located on the north side of Brock Drive approximately 620 feet from its intersection with Oakwood Road | Zoned R-II, Tax Parcel 08053 001029 | **Proposed Use: Detached garage | *** Commission District 2 | **Ann Mandujano, applicant**

**a.** **Engineering:** No Comment
**b.** **Traffic:** No Comment
**c.** **Utilities:** No Comment

**2.** **6515 New Bethany Road | Amend Conditions of Zoning** | on a 1.86± acre tract located on the east side of New Bethany Road at its intersection with Old Lanier Islands Drive | Zoned PID, Tax Parcel 07330 001006B | **Proposed Use: Expansion of storage area** | ** Commission District 2 | **Genuine Mapping and Design, LLC, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Must follow all development requirements
b. **Traffic:** Driveway to meet traffic engineering requirements
c. **Utilities:** Hall County has no sanitary sewer in the area

**3.** **4212 Roy Parks Road | Rezone |** from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility |** ** Commission District 3 | **Clean Energy RNG, LLC, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Must follow all development requirements
b. **Traffic:** Driveway to meet traffic engineering requirements
   Recommend access in and out of Roy Parks Road be conditioned to be via SR6D (Candler Road) only.
c. **Utilities:** Hall County has no sanitary sewer in the area

## Kaitlyn Elliott (Planning)

**From:** Chavers, Veronica E <VChavers@dot.ga.gov>
**Sent:** Thursday, October 17, 2024 2:16 PM
**To:** Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning)
**Subject:** RE: Tentative Planning Agenda for November 18, 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:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Sent:** Thursday, October 10, 2024 2:50 PM
**Subject:** Tentative Planning Agenda for November 18, 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, November 18, 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, October 17rd .** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – November 4, 2024**

**NEW BUSINESS**

1. **4031 Brock Drive | Variance |** 17.240.010 to reduce the left side yard setback | on a 0.35± acre tract located on the north side of Brock Drive approximately 620 feet from its intersection with Oakwood Road | Zoned R-II, Tax Parcel 08053 001029 | **Proposed Use: Detached garage | *** Commission District 2 | **Ann Mandujano, applicant**
   **No GDOT coordination required**

2. **6515 New Bethany Road | Amend Conditions of Zoning** | on a 1.86± acre tract located on the east side of New Bethany Road at its intersection with Old Lanier Islands Drive | Zoned PID, Tax Parcel 07330 001006B |

**Proposed Use: Expansion of storage area** | ** Commission District 2 | **Genuine Mapping and Design, LLC, applicant** **No GDOT coordination required**

3. **4212 Roy Parks Road | Rezone |** from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility |** ** Commission District 3 | **Clean Energy RNG, LLC, applicant** **Due to the proximity to State Route 332, GDOT coordination is 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, January 9, 2025, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, January 9, 2025. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,

**Kaitlyn Elliott**
**Planning Commission Clerk**
**Hall County Community Development and Infrastructure**
(770) 531-6810 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.

## Kaitlyn Elliott (Planning)

**From:** John Hornick (Fire Services)
**Sent:** Thursday, October 17, 2024 3:14 PM
**To:** Beth Garmon (CDI: Planning)
**Cc:** Katie L. Greenway (CDI: Planning); Kaitlyn Elliott (Planning); Michael Vieira (Fire Services); Jerry Smith (Fire Services)
**Subject:** Fire Comments

**Monday, November 18, 2024** Hall County Planning Commission Meeting.

1. **4212 Roy Parks Road | Rezone |** from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility |** ** Commission District 3 | **Clean Energy RNG, LLC, applicant**

   **Fire Comments:**

   1) **Obtain all applicable local, state and federal permits.**
   2) **Meet all applicable requirements of the International Fire Code 2018 edition including any state modifications 120-3-3**
   3) **Meet all applicable National Fire Protection Agency standards.**
   4) **If approved may require modifications during the Hall County 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

Hall County Board of Commissioners

Hall County Planning Commission

2875 Browns Bridge Road

Gainesville, GA 30504

RE: Rezoning Request Clean Eagle RNG, LLC Application to Rezone 4212 Roy Parks Road, Gainesville, GA 30507 to Planned Industrial Development Parcel ID Number 150240008

Dear Commissioners,

I am the executor of the Estate of Joyce Adams Roberts, the owner of the property that is the subject of the above application for rezoning. My residence address is 4176 Roy Parks Road, Gainesville, GA 30507, and my house is adjacent to the property being rezoned.

I have met with representatives of the applicant, Clean Eagle RNG, LLC, and I have read and approved the Application and Narrative, which were submitted to the Hall County Planning and Development Department, dated September 20, 2024.

The current use of the 6.63 acres of the property is a firearm shooting range, and the remaining 15.70 acres of land is forested and unimproved. The 6.63-acre tract is currently zoned H-B. The development will be limited to the 6.63-acres depicted in the Site Plan, preserving the remaining 15.70 -acres as forested and unimproved land with setbacks consistent with the zoning requirement. The development ensures a buffer of approximately 1,000 feet from residential neighbors to the north, maintaining the rural character and natural beauty of the area.

Following the rezoning of the property and the development of the decanting facility that will inject renewable natural gas into the existing Liberty pipeline, I will continue to live and reside at 4176 Roy Parks Road, which is adjacent to the property, as shown on the attached GIS.

I feel comfortable continuing to reside adjacent to the development and feel that the development will not be detrimental to my house or to any of the adjoining neighbors. I also feel confident that it will neither damage nor harm their property values nor my property values. I plan on attending the rezoning hearings and expressing my support of the rezoning.

Sincerely,

Faye R Pass

Faye Roberts Peck Pass

Liberty
2300 Victory Drive
Columbus, GA 31901
T: [redacted]

Date: 10 October 2024

Hall County Board of Commissioners

Hall County Planning and Zoning Commission

2875 Browns Bridge Road

Gainesville, GA 30504

**Subject: Clean Eagle Decompression and CNG facility_ Roy Parks Road**

Liberty Utilities (Peach State Natural Gas) Corp. would like to express our strong support for the Clean Eagle renewable natural gas (RNG) decompression and compressed natural gas facility being presented to the rezoning commission. Liberty Peach State provides natural gas distribution service to approximately 60,000 customers in Georgia, of which 9,000 are in Hall County. The proposed Clean Eagle facility will help Liberty Peach State bring locally sourced conforming natural gas to our customers in Hall County. Locally sourced natural gas is a clean, affordable, and reliable energy that helps mitigate reliance on natural gas markets and adds resilience to our distribution system. Additionally, this project will help bring downward pressure to customer rates.

By capturing methane currently being released into the atmosphere, this project will remove harmful contaminants, then deliver clean natural gas to customers on our Hall County distribution system. Locally sourced natural gas provides a unique opportunity for Hall County to turn Georgia waste into a source of independently created clean energy. While removing harmful greenhouse gases from our environment, this project will create new jobs and business opportunities in Hall County.

The location (Roy Parks Road) being considered for this project is adjacent to Liberty's Hall County transmission line. This site was deliberately selected for this reason, as the transmission line is the only place Liberty can accept/deliver the volumes of natural gas necessary to enable the project.

As always, Liberty Peach State appreciates your consideration of its comments. Hall County and the customers we serve are our priority, and we are committed to deliver safe, reliable, and affordable energy to you. This commitment will extend far beyond the duration of this project.

Sincerely,

Clint Cox

Clint Cox

Director of Business Planning

Liberty Utilities (Peach State Natural Gas) Corp.

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: CLEAN EAGLE RNG, LLC
REQUEST: REZONE FROM AR-IV & HB TO PID FOR A NATURAL GAS FACILITY
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date JAN 21, 2025
Time: 5:15 PM
&
COUNTY COMMISSION
Date FEB 27 2025
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 I f: 770-531-3902

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## 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 OCT 07, 2024 AND NO LATER THAN OCT 20, 2024.**

**THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN OCT 20, 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,** David Loftus (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** October 17, 2024 (Date) **for** Clean Eagle RNG, LLC (Name application filed as).

**Signature** _____
(The original document is required)

# AGENDA ITEM

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

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 81/2025

**SUBJECT:** **5444 Oak Manor Way | Variance |** Section 8.4 to vary sidewalk standards | on a 1.46± acre tract located on the east side of Mount Vernon Road approximately 820 feet from its intersection with Ben Parks Road | Zoned R-1; Tax Parcel 11031 000005 | **Proposed Use: 22-lot single-family subdivision** | Commission District 3 | **PHD Developments LLC, applicant**

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** BG

**Recommendation:**
Denial

**Purpose of Request:**
**5444 Oak Manor Way | Variance |** Section 8.4 to vary sidewalk standards | on a 1.46± acre tract located on the east side of Mount Vernon Road approximately 820 feet from its intersection with Ben Parks Road | Zoned R-1; Tax Parcel 11031 000005 | **Proposed Use: 22-lot single-family subdivision** | Commission District 3 | **PHD Developments LLC, applicant**

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

| Submit | Approve | Attorney | Administration |
|---|---|---|---|
| KE | BG | WLI | CR |
| Clerk | | | |
| JR | | | |

**Attachments:**

Board Memo
Recommendation Report
Application
Site Plan
Maps
Plat
Elevation
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign

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PLANNING AND ZONING
DIRECTOR
**Beth Garmon**

# Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PLANNING AND ZONING

**To:** David Gibbs, 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:** February 10, 2025

**Subject:** **5444 Oak Manor Way | Variance |** Section 8.4 to vary sidewalk standards | on a 1.46± acre tract| Zoned R-1; Tax Parcel 11031 000005 **| Proposed Use: 22-lot single-family subdivision | PHD Developments LLC, applicant**

---

The request before you is from PHD Developments, LLC for a variance to Section 8.4 to vary sidewalk standards within a 22 lot single-family subdivision. This item is located within Commission District 3.

At their January 21, 2025 meeting, the Hall County Planning Commission voted to recommend **denial (4-0, Sosebee absent).**

Staff recommendation: **Denial,** as no hardship exists pursuant to the criteria of Section 9.10.

There were **no comments submitted** in advance of the Planning Commission meeting and **no one spoke during the public hearing.**

**HALL COUNTY PLANNING COMMISSION**
**RECOMMENDATION REPORT**

**Applicant** ..... PHD Developments LLC

**Request** ..... **Variance** | To vary standards of Section 8.4, sidewalks

**Proposed Use** ..... 22-lot single-family subdivision

**Size** ..... 1.46± acres

**Zoning** ..... Residential 1 (R-1)

**Location** ..... **5444 Oak Manor** | Tax Parcel 11031 000005

**Commission District** ..... Three

**Planning Commission Date** ..... January 21, 2025

**Staff Recommendation** ..... **Denial,** as no hardship exists pursuant to the criteria of Section 9.10

**Record Number** ..... HVAR24-0044

**Planning Commission Recommendation**..... **Denial**

**Vote: 4-0 (Sosebee absent)**

**Excerpts from the minutes of the January 21, 2025 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request.

**Kent Henderson, 6071 Mount Vernon Road, Murrayville,** presented the request. The applicant is requesting a variance from the sidewalk requirements in Section 8.4 for a 22-lot single-family subdivision. The area affected by sidewalks is the right-of-way of the internal street, which measures approximately 1.46± acres. The development is zoned Residential 1 (R-1). There are currently active building permits for homes at 5408, 5416, and 5420 Oak Manor Way. The remaining lots remain undeveloped without permits.

***Public Forum:***

*There were no comments in support or opposition.*

***Planning Commission Comments:***

Mr. Braswell explained that the rezoning occurred in 2018 and stated that if the sidewalk on one side was approved at that time, it should continue to be upheld. Mr. Hunt inquired about the number of lots currently sold, to which Mr. Henderson responded that eight lots remain available. Mr. Braswell asked whether there are covenants in place, and Mr. Henderson confirmed that there are. When asked if the sidewalks are included in the covenants, Mr. Henderson clarified that while the sidewalks are shown on the recorded plats, they are not mentioned in the covenants nor used as a selling point.

***Motion:* A motion to deny was made by Stan Hunt and seconded by Gina Pilcher. Vote: 4-0 (Sosebee absent)**

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**Staff recommends DENIAL of the applicant's request.**

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**Summary Analysis**

The applicant is requesting a variance from the sidewalk requirements in Section 8.4 for a 22-lot single-family subdivision. The area affected by sidewalks, the right-of-way of the internal street, measures approximately 1.46± acres and the development is zoned Residential 1 (R-1). There are currently open building permits for homes at 5408, 5416, and 5420 Oak Manor Way. The remaining lots remain undeveloped without permits.

In 2018, the parcel was rezoned from Agricultural Residential IV (AR-IV) to Residential 1 (R-1) for a 23-lot subdivision (ZON2018-00058). On June 10, 2019, an application for a land disturbance permit was submitted for a 23-lot subdivision (HDV2019-00033) and was later replaced with updated plans (HDV2021-00069). The surrounding parcels are zoned Agricultural Residential 1 (AR-1), with the exception of five small subdivisions zoned Residential 1 (R-1) and Residential 1 Low Density (R-1-L) ranging from approximately 0.5 miles north of the subject property to 430 feet south of the subject property.

The applicant states that sidewalks do not align with the rural character of the subdivision. The applicant also states that other neighborhoods in the area do not have sidewalks.

One (1) **variance** related to the sidewalk requirement will be required if the site plan, as presented, is approved.

- Sidewalks are to be installed along all new public rights-of-way or private streets as indicated in Section 8.4.3

- The applicant is requesting a variance to exempt the subdivision from providing sidewalks.

**Zoning Analysis**

Subject to Section 9.10, Modification of Standards, where the Board of Commissioners finds that extraordinary hardships or practical difficulties may result from strict compliance with the regulations of Article 9 – Subdivisions or the purposes of the regulations may be served to a greater extent by an alternative proposal, it may recommend modifications to these subdivision regulations so that substantial justice may be done and the public interest secured. The modification(s) will not have the effect of nullifying the intent and purpose of these regulations. The Board of Commissioners may not recommend modifications unless based upon the evidence presented to it in each specific case that:

**A.** The granting of the modification will not be detrimental to the public safety, health, or welfare or injurious to other property; **The Public Works Department recommends sidewalks on one side of the street to allow pedestrian access to the mail kiosk.**

**B.** The conditions upon which the request for a modification is based are unique to the property for which the modification is sought and are not applicable generally to other property; **There are no conditions that are unique to the subject property and conditions are generally applicable to other properties within the county.**

**C.** Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations were carried out; **There is no evidence that the physical surroundings, shape or topographical conditions present a hardship of providing sidewalks.**

**D.** The modifications will not in any manner vary the provisions of the zoning regulations. **Allowing no sidewalks will vary the provisions of the zoning regulations.**

**Development Support and Constraints**

**Hall County Environmental Health**

In an email dated December 17, 2024, Emily McGahee stated “No Comment.”

**Hall County Fire Marshal**

In an email dated December 13, 2024, John Hornick, NPQ Fire Service Plans Examiner 1, stated, “The Hall County Fire Marshal’s Office has no comments as proposed.”

**Hall County Public Works and Utilities**

In a memorandum from Public Works and Utilities dated December 19, 2024, Director Bill Nash stated the following:

**Engineering:**

Recommend sidewalk on one side to allow pedestrian access to mail kiosk area.

**Traffic:**
No comment

**Utilities:**
No comment

**Georgia Department of Transportation**
In an email dated December 12, 2024, Henry Stevens, E.I.T. GDOT Civil Engineer 2, stated that GDOT coordination is not required.

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD GAINESVILLE GA 30504
MAILING ADDRESS PO BOX 1435 GAINESVILLE GA 30503
P 770-531-6809 | F 770-531-3902

HALL COUNTY

# VARIANCE APPLICATION

**Applicant (Name and Mailing Address)**

PHD Developments LLC (Kent Henderson)
6071 Mount Vernon Rd
Murrayville, GA 30564

Phone [redacted]

Email Address [redacted]

**Property Owner (Name and Mailing Address)**

PHD Development LLC
6071 Mount Vernon Rd
Murrayville GA 30564

Phon [redacted]

Email Address [redacted]

Location of Property 5904 Mount Vernon Rd Murrayville GA 30564

Present Zoning R-1 Existing Structures _____

---

Type of Appeal: X Sidewalk Variance

| | | |
|---|---|---|
| _____ Setback Variance | ___ Front Yard | From ___ ft. to ___ ft. |
| | ___ Right Side Yard | From ___ ft. to ___ ft. |
| | ___ Left Side Yard | From ___ ft. to ___ ft. |
| _____ Road Frontage Variance | ___ Rear Yard | From ___ ft. to ___ ft. |
| | ___ Road Frontage | From ___ ft. to ___ ft. |
| _____ Sign Variance | ___ Sign Area | From ___ ft. to ___ ft. |
| | ___ Sign Height | From ___ ft. to ___ ft. |
| _____ Hardship Mobile Home | ___ Doctor's Letter | ___ Terms Agreement |

---

Supporting Documents: X Plat of Property X Site Plan
___ Deed of Property ___ Floor Plans
___ Hardship Statement ___ Other

Fee (Must be paid for application to be complete): $ _____

***Hardship Mobile Home:***

**I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.**

_____
(Signature)

**I hereby certify that the above information is true & correct to the best of my knowledge.**

Sign _____ Date 11/20/24

**I hereby withdraw this application.**

Sign _____ Date _____

---

**Staff Use Only**

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902

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# CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

---

I hereby certify that I have read the above and that:

I have**____ I have not ✓

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** _____ **Date:** 10/24/24

**Applicant's/Owner's Name (Printed):** Keat Henderson Managing Member

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

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We have it all in Hall

## STATEMENT OF HARDSHIP

The Hall County Planning Commission has the authority, in specific cases, to grant variances from the terms of the Zoning Regulations when the variance will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the Zoning Regulations will, in specific cases, result in unnecessary hardship and so that the resolution shall be observed, public safety and welfare secured, and substantial justice done. The authority to grant such variances shall be limited to those instances where a hardship is clearly established as required by the Zoning Regulations.

In all cases involving requests for residential variances from the terms of the Zoning Regulations, a plat or survey of the property prepared by a registered surveyor, architect, or engineer shall be required. In all cases involving variances for commercial or industrial uses of land, a site plan of the property prepared by a registered surveyor, architect, or engineer shall be required. Variances may be granted only upon a finding by the board that:

***Describe how each situation listed below relates to your application:***

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship).

There Are 22 Large Lots and A Sidewalk does not Fit the rural Area

2. The application of the requirements of this resolution to this particular property would create an unusual hardship.

Does not Fit the rural Area

3. Such conditions are peculiar to the particular piece of property involved and not common to other properties in the neighborhood. That is, the application of the regulation would deprive the applicant of the rights commonly enjoyed by others in the neighborhood.

other near by neighborhoods in the Area do not have Sidewalks and it does not Fit with the rural Landscape

4. Such conditions are not the result of any actions of the property owner.

NO

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this resolution provided; however, that no variance may be granted for a use of land or building or structure that is prohibited by this resolution. For example, granting the variance would not confer any special privilege that is denied by this regulation to other property in the same zoning district.

not having Sidewalks would in no way be a detriment to the Subdivision/ not having Sidewalks would better Fit the Local rural Area.

***I hereby certify that the above information and all attached information is true and correct.***

**Applicant** [signature] **Date** 6/20/24

GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME

## BUSINESS SEARCH

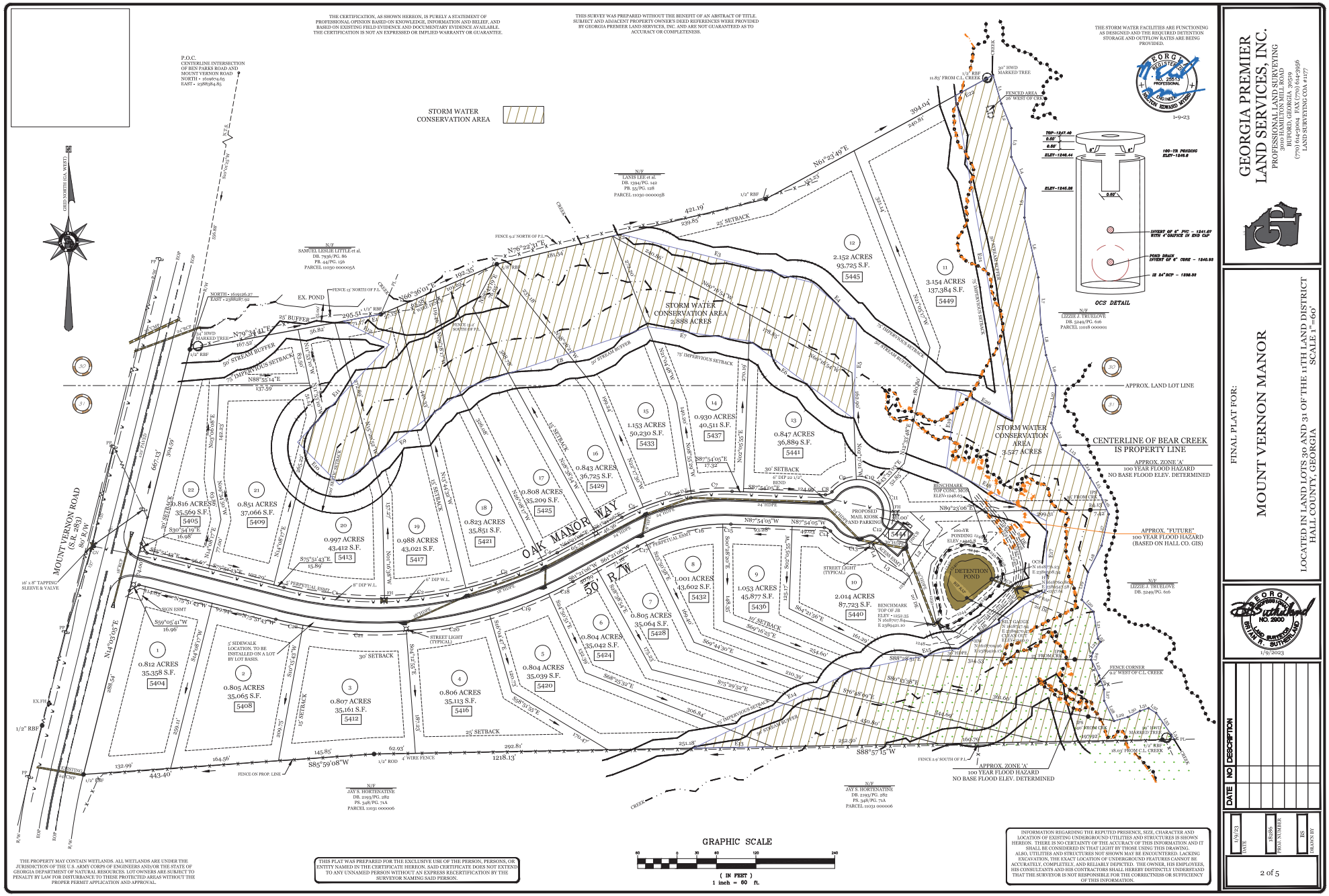
### BUSINESS INFORMATION

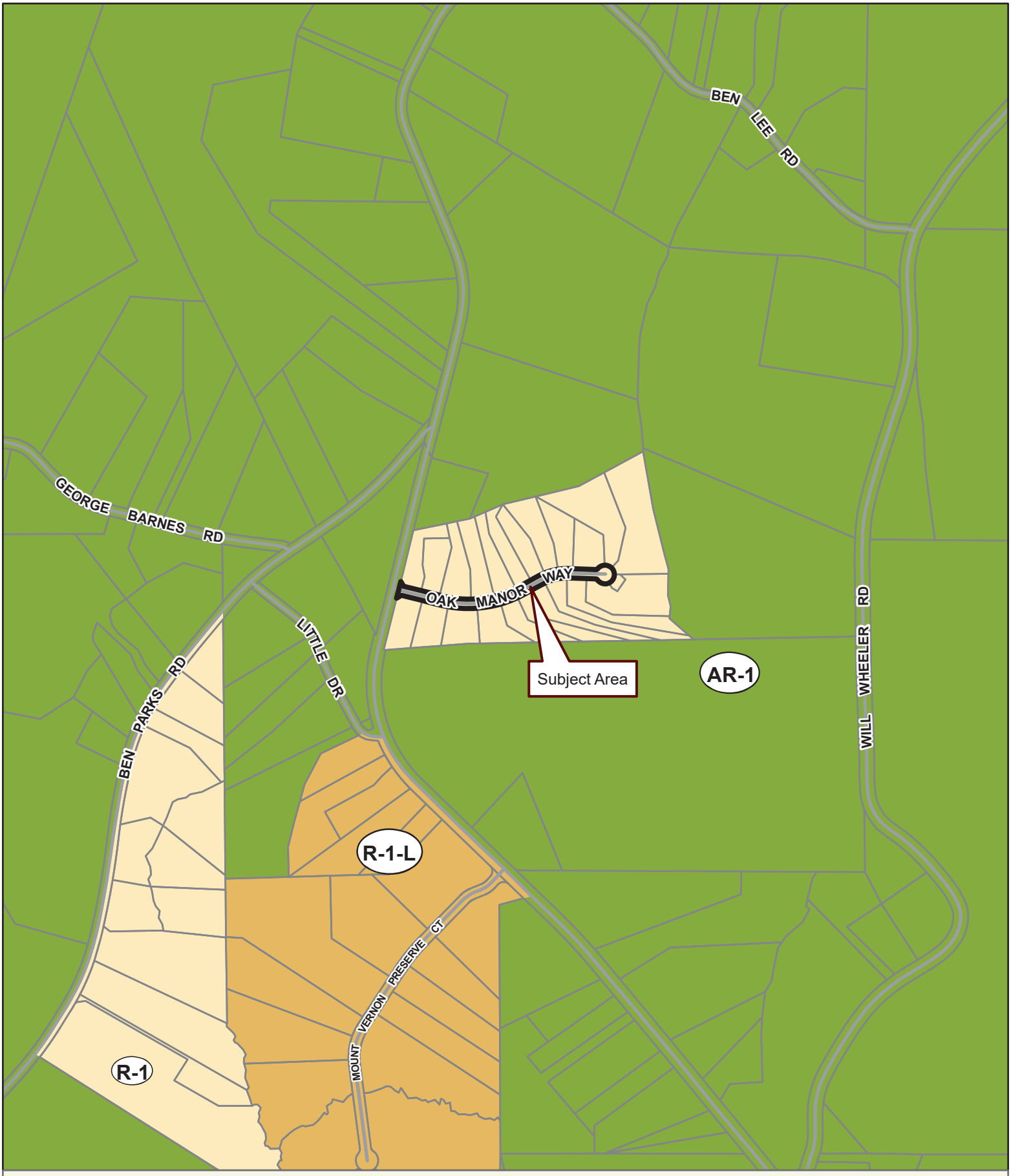
| | | | |
|---|---|---|---|
| Business Name: | **PHD DEVELOPMENTS LLC** | Control Number: | **18086517** |
| Business Type: | **Domestic Limited Liability Company** | Business Status: | **Active/Compliance** |
| NAICS Code: | **Real Estate and Rental and Leasing** | NAICS Sub Code: | **Other Activities Related to Real Estate** |
| Principal Office Address: | **6071 Mount Vernon Road, Murrayville, GA, 30564, USA** | Date of Formation / Registration Date: | **7/9/2018** |
| State of Formation: | **Georgia** | Last Annual Registration Year: | **2024** |

### REGISTERED AGENT INFORMATION

| | |
|---|---|
| Registered Agent Name: | **KENT HENDERSON** |
| Physical Address: | **6071 MOUNT VERNON ROAD, MURRAYVILLE, GA, 30564, USA** |
| County: | **Hall** |

Back | Filing History | Name History | Return to Business Search


THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. SUBJECT AND ADJACENT PROPERTY OWNER'S DEED REFERENCES WERE PROVIDED BY GEORGIA PREMIER LAND SERVICES, INC. AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.
THE STORM WATER FACILITIES ARE FUNCTIONING AS DESIGNED AND THE REQUIRED DETENTION STORAGE AND OUTFLOW RATES ARE BEING PROVIDED.
P.O.C. CENTERLINE INTERSECTION OF BEN PARKS ROAD AND MOUNT VERNON ROAD NORTH - 1619574.65 EAST - 2388384.85
GRID NORTH (GA. WEST)
STORM WATER CONSERVATION AREA
MOUNT VERNON ROAD (S.R. 283) 80' R/W
OAK MANOR WAY 50' R/W
STORM WATER CONSERVATION AREA 2.898 ACRES
STORM WATER CONSERVATION AREA 3.547 ACRES
CENTERLINE OF BEAR CREEK IS PROPERTY LINE
APPROX. LAND LOT LINE
APPROX. ZONE 'A' 100 YEAR FLOOD HAZARD NO BASE FLOOD ELEV. DETERMINED
APPROX. 'FUTURE' 100 YEAR FLOOD HAZARD (BASED ON HALL CO. GIS)
APPROX. ZONE 'A' 100 YEAR FLOOD HAZARD NO BASE FLOOD ELEV. DETERMINED
1 0.812 ACRES 35,358 S.F. 5404
2 0.805 ACRES 35,065 S.F. 5408
3 0.807 ACRES 35,161 S.F. 5412
4 0.806 ACRES 35,113 S.F. 5416
5 0.804 ACRES 35,039 S.F. 5420
6 0.804 ACRES 35,042 S.F. 5424
7 0.805 ACRES 35,064 S.F. 5428
8 1.001 ACRES 43,602 S.F. 5432
9 1.053 ACRES 45,877 S.F. 5436
10 2.014 ACRES 87,723 S.F. 5440
11 3.154 ACRES 137,384 S.F. 5449
12 2.152 ACRES 93,725 S.F. 5445
13 0.847 ACRES 36,889 S.F. 5441
14 0.930 ACRES 40,511 S.F. 5437
15 1.153 ACRES 50,230 S.F. 5433
16 0.843 ACRES 36,725 S.F. 5429
17 0.808 ACRES 35,209 S.F. 5425
18 0.823 ACRES 35,851 S.F. 5421
19 0.988 ACRES 43,021 S.F. 5417
20 0.997 ACRES 43,412 S.F. 5413
21 0.851 ACRES 37,066 S.F. 5409
22 0.816 ACRES 35,569 S.F. 5405
DETENTION POND
PROPOSED MAIL KIOSK AND PARKING
BENCHMARK TOP CONC. MON. ELEV.=1248.62
BENCHMARK TOP OF JB ELEV. = 1252.35 N 1618707.82 E 2389421.10
100-YR PONDING ELEV. = 1246.8
OCS DETAIL
TOP=1247.06
ELEV=1246.44
ELEV=1245.98
100-YR PONDING ELEV=1246.8
INVERT OF 6" PVC = 1241.07 WITH 4" ORIFICE IN END CAP
DIXIE DRAIN INVERT OF 6" CORE = 1240.93
IS 24" RCP = 1238.93
N/F LANDS LEE et al. DB. 1304/PG. 142 PB. 55/PG. 128 PARCEL 11030 000038
N/F SAMUEL LESLIE LITTLE et al. DB. 7936/PG. 86 PB. 44/PG. 156 PARCEL 11030 000003A
N/F LIZZIE J. TRUELOVE DB. 5249/PG. 616 PARCEL 11038 000001
N/F LIZZIE J. TRUELOVE DB. 5249/PG. 616
N/F JAY S. HORTENATINE DB. 2193/PG. 282 PS. 348/PG. 71A PARCEL 11031 000006
N/F JAY S. HORTENATINE DB. 2193/PG. 282 PS. 348/PG. 71A PARCEL 11031 000006
FENCE CORNER 0.2' WEST OF C.L. CREEK
FENCED AREA 26' WEST OF CRK
35" HWD MARKED TREE
1/2" RBF 11.83' FROM C.L. CREEK
1/2" RBF
1/2" ROD
4" WIRE FENCE
FENCE ON PROP. LINE
EX. POND
EX. PH
EX. CATCH BASIN
EX. DROP INLET
16' x 8" TAPPING SLEEVE & VALVE
SIGN ESMT
5' SIDEWALK LOCATION. TO BE INSTALLED ON A LOT BY LOT BASIS.
STREET LIGHT (TYPICAL)
5' PERPETUAL ESMT.
30' SETBACK
25' SETBACK
15' SETBACK
10' SETBACK
25' BUFFER
50' STREAM BUFFER
75' IMPERVIOUS SETBACK
GRAPHIC SCALE
( IN FEET ) 1 inch = 60 ft.
THE PROPERTY MAY CONTAIN WETLANDS. ALL WETLANDS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND/OR THE STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT THE PROPER PERMIT APPLICATION AND APPROVAL.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.
INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. ALSO, UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.
GEORGIA REGISTERED NO. 2551 PROFESSIONAL LAND SURVEYOR BRIAN RICHARD HITCH
1-9-23
GEORGIA PREMIER LAND SERVICES, INC.
PROFESSIONAL LAND SURVEYING
3010 HAMILTON MILL ROAD
BUFORD, GEORGIA 30519
(770) 614-3004 FAX (770) 614-3956
LAND SURVEYING COA #1177
FINAL PLAT FOR:
MOUNT VERNON MANOR
LOCATED IN LAND LOTS 30 AND 31 OF THE 11TH LAND DISTRICT
HALL COUNTY, GEORGIA
SCALE 1" = 60'
GEORGIA REGISTERED NO. 2900 BRIAN R. SUTHERLAND
1/9/2023
DATE NO DESCRIPTION
1/9/23 DATE
18386 PROJ. NUMBER
BS DRAWN BY
2 of 5

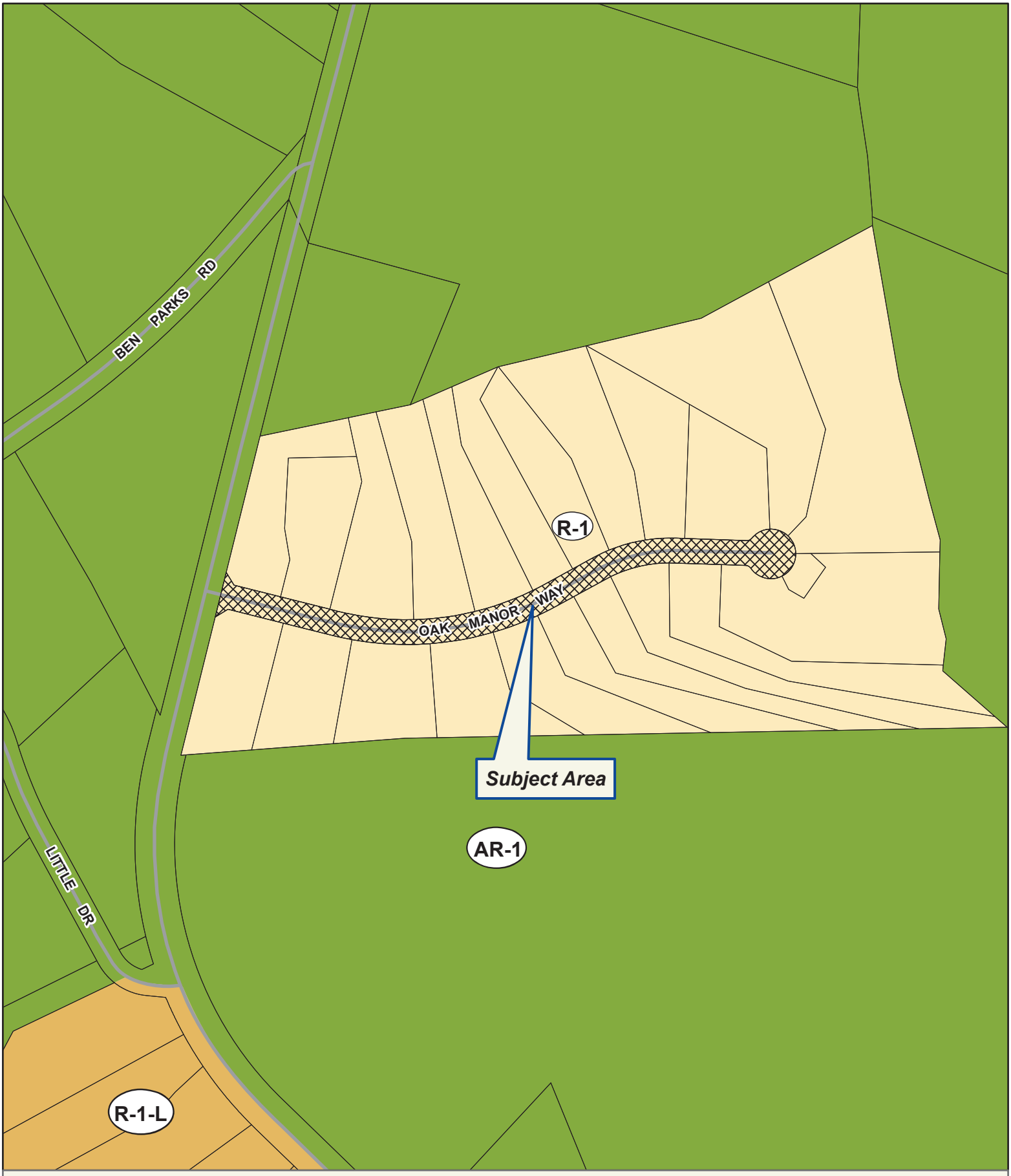



**Applicant:** PHD DEVELOPMENTS, LLC
**Tax Parcel #:** 11031 000005
**Location:** 5444 OAK MANOR WAY, MURRAYVILLE, GA 30564
**Commission District 3** **PC Mtg. Date: 01/21/2025**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

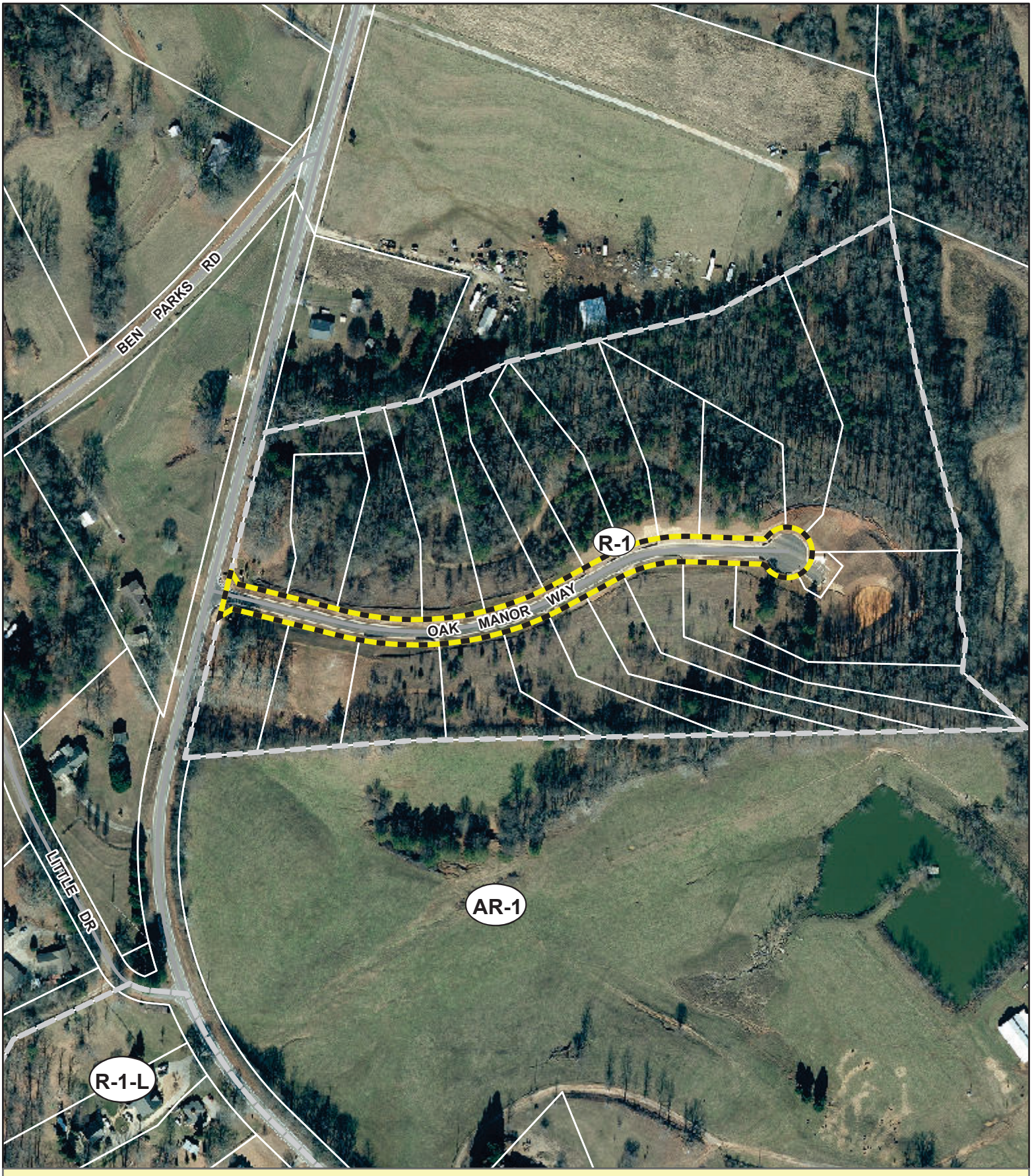



**Applicant:** PHD DEVELOPMENTS, LLC
**Tax Parcel #:** 11031 000005
**Location:** 5444 OAK MANOR WAY, MURRAYVILLE, GA 30564
**Commission District 3** **PC Mtg. Date: 01/21/2025**

0 75 150 300
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N




**Applicant:** PHD DEVELOPMENTS, LLC
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**Commission District 3** **PC Mtg. Date: 01/21/2025**

0 75 150 300
Feet

Zoning Boundary
City Limits
Subject Area

N

eFiled and eRecorded
DATE: 01/26/2023
TIME: 4:23 PM
PLAT BOOK: 883
PAGE: 77 - 81
FILING FEES: $50.00
PART ID: 3153517043
RECORDED BY: NB
Charles Baker, C.S.C
Hall County, GA

# FINAL PLAT FOR MOUNT VERNON MANOR

COUNTY ENGINEER APPROVED HALL COUNTY, GEORGIA

HALL COUNTY ENGINEERING _____ DATE 1/25/2023

HALL COUNTY DEPT. OF PUBLIC HEALTH

HALL COUNTY HEALTH _____ DATE

RECORDING PERMIT
BY _____
HALL COUNTY PLANNING COMMISSION

Pursuant to the Hall County Subdivision Regulations, this plat is given final approval by the Hall County Planning Director. All of the conditions of approval having been completed, this document is hereby accepted and this approval granted under the authority of said Regulations.

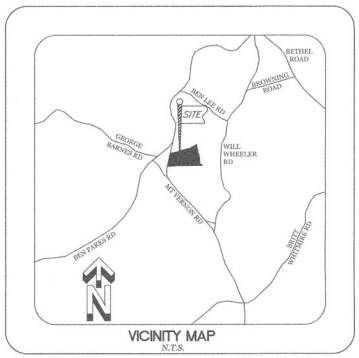
HALL COUNTY PLANNING _____ DATE 1-25-2023

Environmental Health Notes

- All lots to be served by public water through City of Gainesville.
- All lots to be served by On-Site Sewage Management Systems to be permitted by the Hall County Environmental Health Department.
- All lots meet Hall County Board of Health Lot Size Resolution requirements. Number of bedrooms permitted will be based on the non-restricted lot size and suitable soil area available for each lot.
- No permit applications will be accepted by the Hall County Environmental Health Department for any lot without a site plan on a 1 inch to 40 feet or less scale showing house location, driveway(s), decks/porches, other amenities, primary and recovery absorption trenches with lengths of each trench noted, soil boundaries and labels, surface water and spring setbacks, easements, topography, and proposed grading.
- Hard Labor 1 soils require aerobic treatment units (Class 1 effluent), as required by the soil classifier. This affects lots 5-12, 15-22.
- Must notify Hall County Environmental Health Department before burial of mulch, organic debris, trash or other material, and when setting up burn pits.
- Must submit grading plans with septic tank application for any lots requiring extensive grade modification. Further soil studies may be required prior to the issuance of a septic tank permit or approval of an on-site sewage management system.
- Slab construction is prohibited without grading plans on all lots at time of septic system permit application.

Owner's dedication certificate
(COUNTY OF HALL)
The owner of the land shown on this plat and whose name is subscribed thereto, and in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey and dedicates to the use of the public forever, all streets, parks, drains, easements, and public grounds thereon shown, which comprise a total of 2.12 acres, for the purposes therein expressed.

Owner _____
Date 1/24/23



VICINITY MAP
N.T.S.

A 'TOPCON ES-105 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 16,342 FEET AND AN ANGULAR ERROR OF 04" PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 442,555 FEET AND CONTAINS ±25.615 ACRES.

Surveyor's certificate.
It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist or are marked as "Future," and their location, size, type, and material are correctly shown; and that all relevant requirements of the Hall County Zoning and Subdivision Regulations have been met.
By BS Sutherland
Registered Ga. Land Surveyor
Number 2900

LEGEND

| | |
|---|---|
| RBF | RE-BAR FOUND |
| RBS | RE-BAR SET |
| IPS | IRON PIN SET(1/2" REBAR) |
| IPF | IRON PIN FOUND |
| CMF | CONCRETE MONUMENT FOUND |
| COTP | CONCTOP PIPE |
| TBM | BENCHMARK |
| CTP | CRIMP TOP PIPE |
| C/O | SANITARY SEWER CLEAN OUT |
| WCV | WATER METER CONTROL VALVE |
| DI | DRILL HOLE |
| LLL | LAND LOT LINE |
| L | LAND LOT |
| P | PROPERTY LINE |
| C.L. | CENTERLINE |
| BSL | BUILDING SETBACK LINE |
| R/W | RIGHT-OF-WAY |
| D.E. | DRAINAGE EASEMENT |
| SE | SANITARY EASEMENT |
| C&G | CURB & GUTTER |
| EOP | EDGE OF PAVEMENT |
| TOP | TOP OF PAVEMENT |
| TC | TOP OF CURB |
| GMEA | GEORGIA MUNICIPAL EMPLOYEES ASSOCIATION |
| PB/PG | PLAT BOOK / PAGE |
| D.B. | DEED BOOK / PAGE |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| REAR | REAR ELEVATION |
| S | SIDE ELEVATION |
| FFE | FINISHED FLOOR ELEVATION |
| BFE | BASEMENT FLOOR ELEVATION |
| GFE | GARAGE FLOOR ELEVATION |
| CRAWL | CRAWL SPACE ELEVATION |
| RCP | REINFORCED CONCRETE PIPE |
| DIP | DUCTILE IRON PIPE |
| CMP | CORRUGATED METAL PIPE |
| CLP | VITRIFIED CLAY PIPE |
| LP | LIGHT POLE |
| PP | POWER POLE OR UTILITY POLE |
| MH | MANHOLE |
| HW | HEADWALL |
| JB | JUNCTION BOX |
| HW | HEADWALL |
| DI | DROP INLET |
| GI | GRATE INLET |
| FH | FIRE HYDRANT |
| WV | WATER VALVE |
| WM | WATER METER |
| TS | TRAFFIC SIGN |
| | EXISTING LIDAR GROUND ELEVATION |
| | PIN FOUND OR SET |
| | PROPOSED GROUND ELEVATION |
| | UNDERGROUND TIMED OPTIC |
| | POWERLINE |
| | UNDERGROUND POWER |
| | TELEPHONE LINE |
| | UNDERGROUND TELEPHONE LINE |
| | UNDERGROUND GAS LINE |
| | CONCRETE RIGHT-OF-WAY MARKER |
| | UNDERGROUND CABLE TV. LINE |
| | SANITARY SEWER LINE |
| | STORM SEWER PIPE |
| | WATER LINE / PIPE |
| | FENCE LINE |
| | TOP OF BANK / CREEK / STREAM CENTERLINE |
| | FLOOD HAZARD STATE LIMITS |
| | PINE TREE |
| | HARDWOOD TREE |
| | LIMITED ACCESS |
| | R/W MON |
| | MON OR PERMANENT |
| | BENCH MARK |
| | CONTROL POINT |

NOTES:

1. TOTAL ACREAGE OF SITE 25.615 AC.
2. PROPERTY IS ZONED R-1 SINGLE-FAMILY RESIDENTIAL.
3. TOTAL NUMBER OF LOTS: 22.
4. MINIMUM LOT SIZE: 35,000 S.F.
5. MINIMUM SETBACKS -
   FRONT - 30'
   SIDE - 15'
   REAR - 25'
6. WATER PROVIDED BY CITY OF GAINESVILLE.
7. SANITARY SEWER SERVICE PROVIDED BY ON-SITE SANITARY SEWER SYSTEM.
8. A PORTION OF THIS SITE IS LOCATED WITHIN A ZONE A FLOOD HAZARD ZONE AS DEFINED ON F.I.R.M. MAPS FOR HALL COUNTY. REFER TO PANEL NO. 13139 C 0078 G DATED APRIL 4, 2018.
9. THE MAXIMUM BUILDING HEIGHT IS 35'.
10. STREET RIGHT OF WAY SHALL BE DEDICATED TO HALL COUNTY.
11. A HOMEOWNERS ASSOCIATION WILL BE ESTABLISHED PRIOR TO FINAL PROPERTY IS WITHIN THE GATEWAY CORRIDORS OVERLAY DISTRICT.
12. THE FOLLOWING LOTS WILL HAVE DOWNSPOUT DISCONNECTS 4-8, 11,
13. THE NATURAL CONSERVATION AREA SHALL REMAIN UNDISTURBED AND WILL BE RECORDED WITH THE FINAL PLAT.
14. 1/2 INCH REBAR PIN WITH CAP (LSF #1177) SET AT ALL PROPERTY CORNERS.
15. TOTAL LENGTH OF STREETS IS 1,191 LF.
16. STREET NAME - OAK MANOR WAY.
17. ONE PHASE FOR THIS SUBDIVISION AND WILL BE COMPLETED IN THE NEXT TWO YEARS.
18. IRON PINS SET ON LOT CORNERS.
19. NO DISPOSAL AREAS IN THE DEVELOPMENT.
20. SIDEWALKS TO BE INSTALLED ON A LOT BY LOT BASIS. SIDEWALK MUST BE INSTALLED PRIOR TO CO.

## ZONED R-1
## LAND LOT 30 & 31 OF THE 11TH LAND DISTRICT
## HALL COUNTY, GEORGIA

OWNER/DEVELOPER:
PHD DEVELOPMENTS, LLC
6071 MT. VERNON ROAD
MURRAYVILLE, GA. 30564
CONTACT: KENT HENDERSON
24 HOUR PHONE: 770-861-8880
EMAIL: henderson5266@yahoo.com

DESIGNER:
MYERS & CO., INC.
P.O. BOX 634
GAINESVILLE, GA. 30503
CONTACT: ED MYERS
24 HOUR PHONE: 440-297-9793

LOT CALLS

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD | BEARING |
| C1 | 575.00 | 154.70 | 154.24 | S83°34'10"E |
| C2 | 575.00 | 125.09 | 124.85 | N82°29'25"E |
| C3 | 575.00 | 124.40 | 124.16 | N70°03'36"E |
| C4 | 575.00 | 25.19 | 25.19 | N62°36'25"E |
| C5 | 325.00 | 36.06 | 36.04 | N64°31'48"E |
| C6 | 325.00 | 75.82 | 75.65 | N74°23'30"E |
| C7 | 325.00 | 62.53 | 62.43 | N86°35'13"E |
| C8 | 12.00 | 11.18 | 10.78 | N65°25'06"E |
| C9 | 50.00 | 42.74 | 41.45 | N63°13'38"E |
| C10 | 50.00 | 40.00 | 38.94 | S69°21'59"E |
| C11 | 50.00 | 40.00 | 38.94 | S23°31'55"E |
| C12 | 50.00 | 56.03 | 53.15 | N31°29'22"E |
| C13 | 50.00 | 71.44 | 65.52 | N75°28'24"W |
| C14 | 12.00 | 11.18 | 10.78 | N61°13'16"W |
| C15 | 275.00 | 12.34 | 12.34 | N89°11'12"W |
| C16 | 275.00 | 121.80 | 120.81 | S76°50'21"W |
| C17 | 275.00 | 13.43 | 13.43 | S62°45'04"W |
| C18 | 625.00 | 41.46 | 41.45 | S63°15'07"W |
| C19 | 625.00 | 95.64 | 95.55 | S69°32'11"W |
| C20 | 625.00 | 129.42 | 129.19 | S79°51'09"W |
| C21 | 625.00 | 157.92 | 157.50 | N86°58'36"W |
| C22 | 625.00 | 42.28 | 42.27 | N77°48'00"W |

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 40.84 | S 47°06'58" E |
| L2 | 76.25 | S 34°53'47" W |
| L3 | 35.52 | N 59°52'25" W |
| L4 | 30.00 | N 26°24'21" W |

SURVEYOR CERTIFICATION:
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

BS Sutherland
BRIAN R. SUTHERLAND
GEORGIA RLS NO. 2900

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

HALL COUNTY
GOVERNMENT
Do more in all in Hall
POST OFFICE DRAWER 1435
GAINESVILLE, GEORGIA 30503
T: 770.535.8286 | F: 770.531.3972
CHAIRMAN
Richard F. Higgins
Kathy L. Cooper, District 1
Billy Powell, District 2
Scott Gibbs, District 3
Jeff Stowe, District 4
COUNTY ADMINISTRATOR
Jock A. Connell
ASSISTANT COUNTY ADMINISTRATOR
Marty Nix
ASSISTANT COUNTY ADMINISTRATOR
Lisa Jinkins
COMMISSION CLERK
Lisa A. Ritchie

Hall County Government
BOARD OF COMMISSIONERS

September 18, 2018

Kent Henderson
6071 Mount Vernon Road
Murrayville, GA 30564

RE: Application to rezone

Mr Henderson:

Please be advised that in its meeting of September 13, 2018, the Hall County Board of Commissioners voted to approve the following application.

- Application of Kent Henderson to rezone from Agricultural Residential-IV (AR-IV) to Residential-1 (R-1) on 25.62± acres located on the east side of Mount Vernon Road, 570± ft. from its intersection with Ben Parks Road; a.k.a. 5404 Mount Vernon Road; Zoned AR-IV; Tax Parcels 11031 000005. Proposed Use: 23 lot subdivision. Commission District 3.

CONDITIONS:
1) Development shall be limited to 23 lots as generally shown on the concept plan and described in the project narrative, modified as necessary for compliance with development standards at the time of plat submittal.
2) Development shall be limited to homes with no less than 1,800 square feet of heated floor space with each residence having a two-car garage and sodded front lawn.
3) All lots will access an internal roadway, with no lot having driveway access to Mount Vernon Road.
4) The following statement regarding the potential impacts of agricultural operations in the area shall be made part of any plat recorded on this 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) All conditions of zoning shall appear on any plats created for the subdivision.
6) Vinyl siding shall not be used.
7) Each home shall be no less than 1,800 square feet.
8) No Leyland Cypress trees shall be used.
9) The setbacks for the property shall be as follows: 15 feet for the side yard setback and 25 feet for the rear yard setback

CONSERVATION AREA

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| E1 | 58.19 | N 79°34'41" E |
| E2 | 12.59 | N 76°22'51" E |
| E3 | 301.26 | S 73°48'49" E |
| E4 | 89.97 | S 48°10'18" E |
| E5 | 147.53 | S 01°40'10" W |
| E6 | 197.21 | N 53°08'49" W |
| E7 | 155.29 | N 81°55'59" W |
| E8 | 290.22 | S 71°38'37" W |
| E9 | 246.01 | S 52°43'24" W |
| E10 | 91.03 | N 44°31'40" W |
| E11 | 203.84 | N 43°13'26" E |
| E12 | 78.58 | N 63°03'37" W |
| E13 | 121.02 | S 88°57'15" W |
| E14 | 270.70 | N 64°08'19" E |
| E15 | 165.64 | N 78°12'04" E |
| E16 | 158.88 | N 56°02'23" E |
| E17 | 105.36 | N 00°00'00" E |
| E18 | 172.12 | N 62°10'39" W |
| E19 | 119.11 | N 07°24'26" E |
| E20 | 95.37 | S 62°54'01" E |
| E21 | 500.20 | N 09°57'42" W |
| E22 | 65.24 | N 61°23'49" E |

CREEK CALLS

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 45.24 | S16°19'55"E |
| L2 | 40.36 | S22°04'10"E |
| L3 | 43.88 | S10°04'51"E |
| L4 | 52.06 | S24°19'32"E |
| L5 | 44.87 | S01°50'02"W |
| L6 | 93.46 | S12°54'50"E |
| L7 | 72.26 | S03°13'14"E |
| L8 | 46.92 | S09°38'42"E |
| L9 | 48.20 | S17°51'35"E |
| L10 | 32.81 | S02°18'28"W |
| L11 | 25.35 | S12°02'18"W |
| L12 | 43.17 | S23°01'41"E |
| L13 | 30.45 | S35°11'27"E |
| L14 | 31.59 | S33°04'05"E |
| L15 | 30.46 | S10°31'15"E |
| L16 | 31.55 | S23°40'09"E |
| L17 | 49.24 | S12°51'50"W |
| L18 | 45.42 | S27°00'57"W |
| L19 | 42.92 | S12°45'15"W |
| L20 | 25.66 | S44°35'19"E |
| L21 | 41.66 | S09°10'51"E |
| L22 | 6.17 | S41°41'40"E |
| L23 | 20.71 | S36°05'03"W |
| L24 | 10.99 | S11°15'29"W |
| L25 | 26.50 | S26°40'18"E |
| L26 | 22.45 | S19°51'32"E |
| L27 | 17.52 | S00°50'28"E |
| L28 | 34.24 | S26°12'27"E |
| L29 | 21.81 | N73°48'31"E |
| L30 | 20.71 | N63°35'12"E |
| L31 | 13.59 | N71°43'01"E |
| L32 | 13.54 | S57°36'29"E |
| L33 | 40.35 | S34°56'36"E |
| L34 | 8.52 | S31°10'12"E |

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.


GEORGIA PREMIER LAND SERVICES, INC.
PROFESSIONAL LAND SURVEYING
3010 HAMILTON MILL ROAD
BUFORD, GEORGIA 30519
(770) 614-3004 FAX (770) 614-3956
LAND SURVEYING COA #1177


FINAL PLAT FOR:
MOUNT VERNON MANOR
LOCATED IN LAND LOTS 30 AND 31 OF THE 11TH LAND DISTRICT
HALL COUNTY, GEORGIA
SCALE 1" = 60'

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR BS Sutherland NO. 2900 BRIAN R. SUTHERLAND
1/9/2023

| DATE | NO | DESCRIPTION |
|---|---|---|
| | | |

1/9/23 DATE | 18286 PROJ. NUMBER | BS DRAWN BY

eFiled and eRecorded
DATE: 01/26/2023
TIME: 4:23 PM
PLAT BOOK: 883
PAGE: 77 - 81
FILING FEES: $50.00
PART ID: 3153517043
RECORDED BY: NB
Charles Baker, C.S.C
Hall County, GA

THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. SUBJECT AND ADJACENT PROPERTY OWNER'S DEED REFERENCES WERE PROVIDED BY GEORGIA PREMIER LAND SERVICES, INC. AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.

THE STORM WATER FACILITIES ARE FUNCTIONING AS DESIGNED AND THE REQUIRED DETENTION STORAGE AND OUTFLOW RATES ARE BEING PROVIDED.

GEORGIA REGISTERED PROFESSIONAL ENGINEER NO. 25515 DALTON EDWARD MYERS 1-9-23

P.O.C.
CENTERLINE INTERSECTION OF BEN PARKS ROAD AND MOUNT VERNON ROAD
NORTH - 1619674.65
EAST - 2388384.85

GRID NORTH (GA. WEST)

STORM WATER CONSERVATION AREA

MOUNT VERNON ROAD (S.R. 283) 80' R/W

OAK MANOR WAY 50' R/W

| | | | |
|---|---|---|---|
| 1 | 0.812 ACRES 35,358 S.F. | 5404 | |
| 2 | 0.805 ACRES 35,065 S.F. | 5408 | |
| 3 | 0.807 ACRES 35,161 S.F. | 5412 | |
| 4 | 0.806 ACRES 35,113 S.F. | 5416 | |
| 5 | 0.804 ACRES 35,039 S.F. | 5420 | |
| 6 | 0.804 ACRES 35,042 S.F. | 5424 | |
| 7 | 0.805 ACRES 35,064 S.F. | 5428 | |
| 8 | 1.001 ACRES 43,602 S.F. | 5432 | |
| 9 | 1.053 ACRES 45,877 S.F. | 5436 | |
| 10 | 2.014 ACRES 87,723 S.F. | 5440 | |
| 11 | 3.154 ACRES 137,384 S.F. | 5449 | |
| 12 | 2.152 ACRES 93,725 S.F. | 5445 | |
| 13 | 0.847 ACRES 36,889 S.F. | 5441 | |
| 14 | 0.930 ACRES 40,511 S.F. | 5437 | |
| 15 | 1.153 ACRES 50,230 S.F. | 5433 | |
| 16 | 0.843 ACRES 36,725 S.F. | 5429 | |
| 17 | 0.808 ACRES 35,209 S.F. | 5425 | |
| 18 | 0.823 ACRES 35,851 S.F. | 5421 | |
| 19 | 0.988 ACRES 43,021 S.F. | 5417 | |
| 20 | 0.997 ACRES 43,412 S.F. | 5413 | |
| 21 | 0.851 ACRES 37,066 S.F. | 5409 | |
| 22 | 0.816 ACRES 35,569 S.F. | 5405 | |

STORM WATER CONSERVATION AREA 2.888 ACRES

STORM WATER CONSERVATION AREA 3.527 ACRES

CENTERLINE OF BEAR CREEK IS PROPERTY LINE

APPROX. ZONE 'A' 100 YEAR FLOOD HAZARD NO BASE FLOOD ELEV. DETERMINED

APPROX. "FUTURE" 100 YEAR FLOOD HAZARD (BASED ON HALL CO. GIS)

APPROX. LAND LOT LINE

PROPOSED MAIL KIOSK AND PARKING

DETENTION POND

OCS DETAIL

BENCHMARK TOP CONC MON ELEV=1248.61

BENCHMARK TOP OF JB ELEV = 1232.35 N 1618707.84 E 2389421.10

SILT GAUGE N 1618787.98 E 2389470.67 CLEAN OUT ELEV=1245.0

STREET LIGHT (TYPICAL)

SIGN ESMT.

5' SIDEWALK LOCATION. TO BE INSTALLED ON A LOT BY LOT BASIS.

FENCE CORNER 0.2' WEST OF C.L. CREEK

N/F LANIR LEE et al. DB. 1391/PG. 142 PB. 55/PG. 128 PARCEL 11030 000005B

N/F SAMUEL LESLIE LITTLE et al. DB. 7936/PG. 86 PB. 44/PG. 195 PARCEL 11030 000005A

N/F LIZZIE J. TRUELOVE DB. 5249/PG. 616 PARCEL 11038 000001

N/F LIZZIE J. TRUELOVE DB. 5249/PG. 646

N/F JAY S. HORTENATINE DB. 2193/PG. 282 PB. 348/PG. 71A PARCEL 11031 000006

N/F JAY S. HORTENATINE DB. 2193/PG. 282 PB. 348/PG. 71A PARCEL 11031 000006

APPROX. ZONE 'A' 100 YEAR FLOOD HAZARD NO BASE FLOOD ELEV. DETERMINED

GRAPHIC SCALE
60 0 30 60 120 240
( IN FEET )
1 inch = 60 ft.

THE PROPERTY MAY CONTAIN WETLANDS. ALL WETLANDS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND/OR THE STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT THE PROPER PERMIT APPLICATION AND APPROVAL.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. ALSO, UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

GEORGIA PREMIER LAND SERVICES, INC.
PROFESSIONAL LAND SURVEYING
3010 HAMILTON MILL ROAD
BUFORD, GEORGIA 30519
(770) 614-3004 FAX (770) 614-3956
LAND SURVEYING COA #1177

FINAL PLAT FOR:

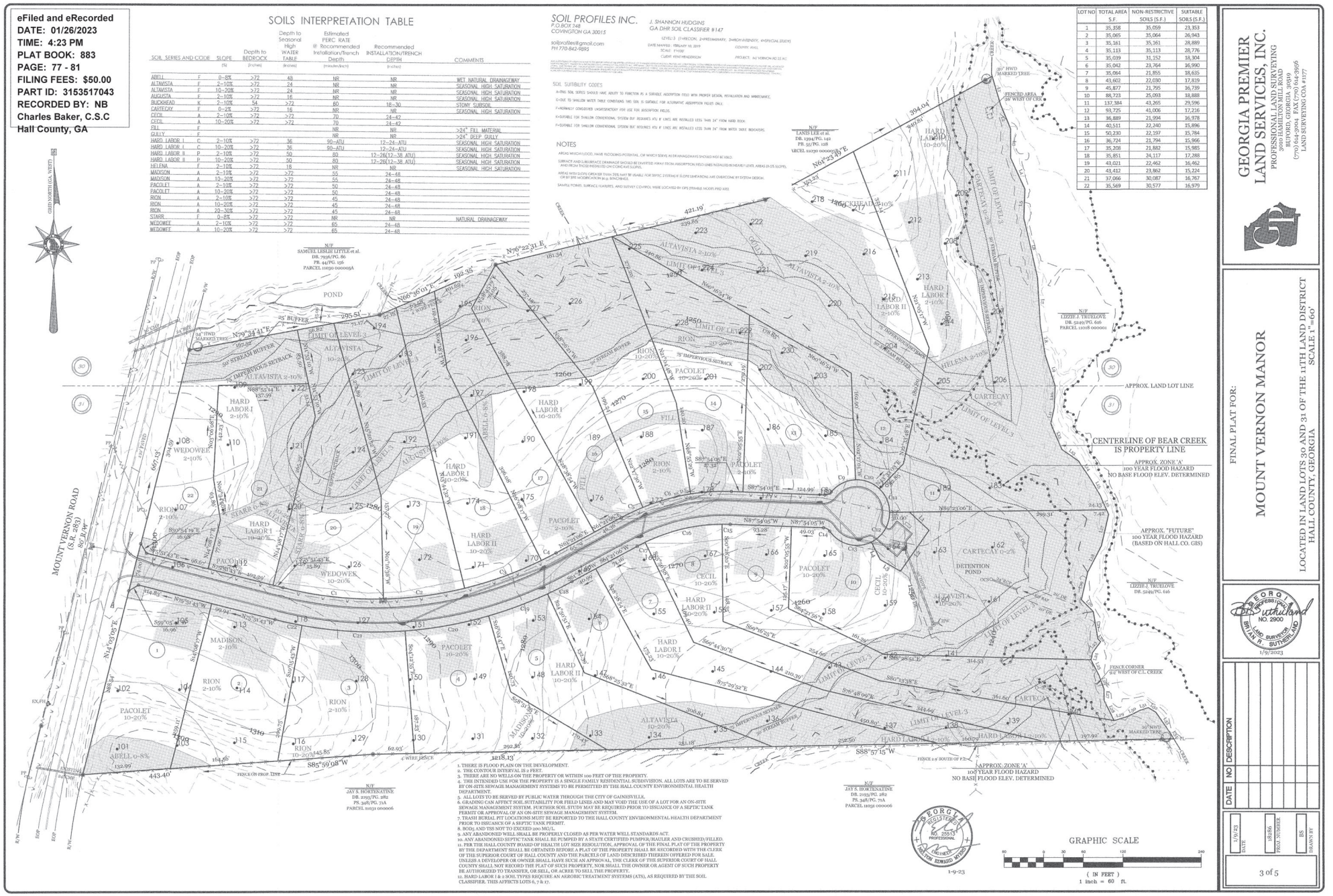
# MOUNT VERNON MANOR

LOCATED IN LAND LOTS 30 AND 31 OF THE 11TH LAND DISTRICT
HALL COUNTY, GEORGIA
SCALE 1"=60'

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2900 BRIAN R. SUTHERLAND 1/9/2023

| NO | DESCRIPTION | DATE |
|---|---|---|
| | | |

1/9/23 DATE | 18286 PROJ. NUMBER | BS DRAWN BY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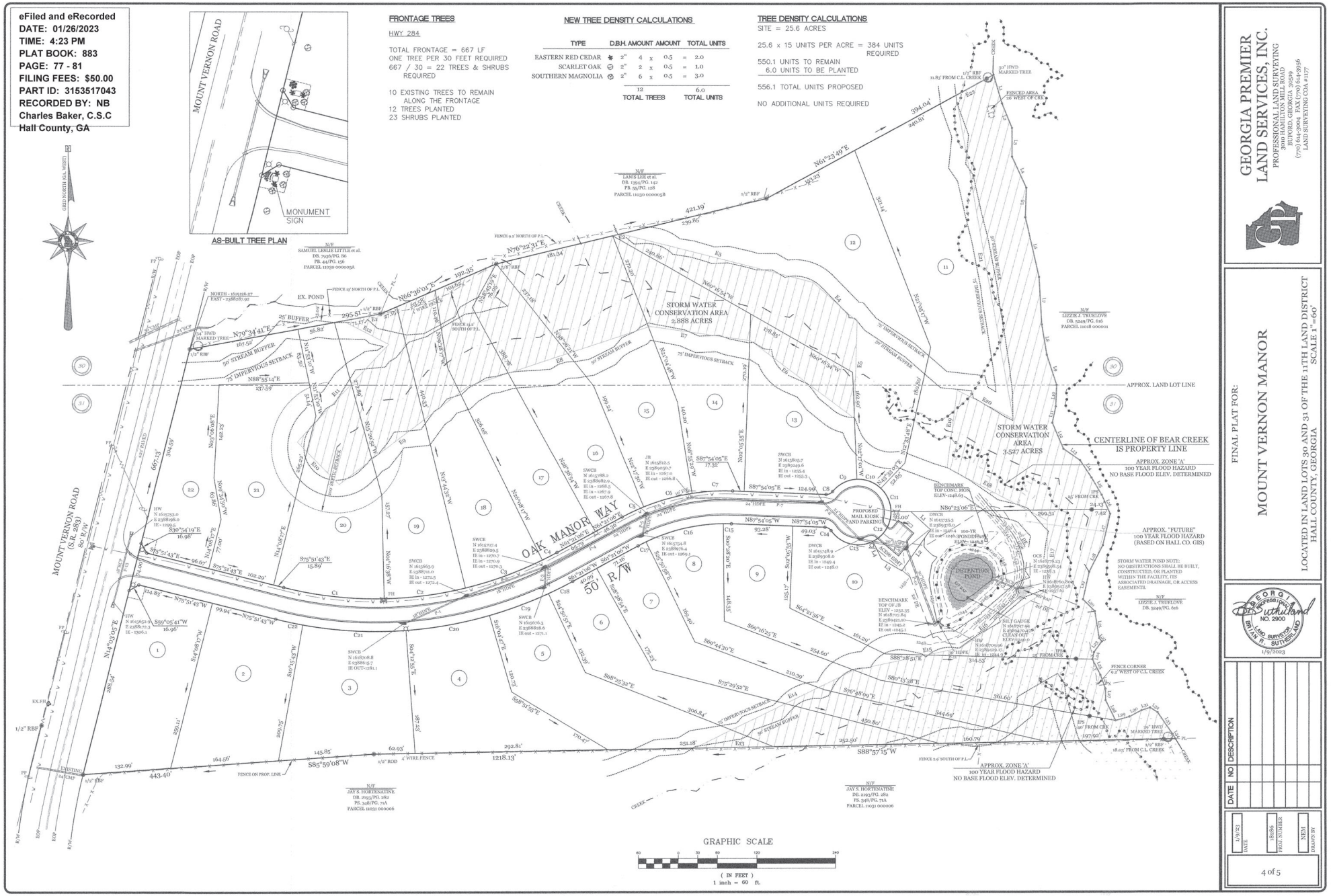
DATE: 01/26/2023
TIME: 4:23 PM
PLAT BOOK: 883
PAGE: 77 - 81
FILING FEES: $50.00
PART ID: 3153517043
RECORDED BY: NB
Charles Baker, C.S.C
Hall County, GA
SOILS INTERPRETATION TABLE
SOIL PROFILES INC.
P.O.BOX 548
COVINGTON GA 30015
J. SHANNON HUDGINS
GA DHR SOIL CLASSIFIER #147
soilprofiles@gmail.com
PH 770-842-9893
SOIL SUITABILITY CODES
NOTES
LOT NO
TOTAL AREA
NON-RESTRICTIVE SOILS (S.F.)
SUITABLE SOILS (S.F.)
GEORGIA PREMIER LAND SERVICES, INC.
PROFESSIONAL LAND SURVEYING
FINAL PLAT FOR:
MOUNT VERNON MANOR
LOCATED IN LAND LOTS 30 AND 31 OF THE 11TH LAND DISTRICT
HALL COUNTY, GEORGIA
SCALE 1"=60'
CENTERLINE OF BEAR CREEK IS PROPERTY LINE
APPROX. ZONE 'A' 100 YEAR FLOOD HAZARD NO BASE FLOOD ELEV. DETERMINED
APPROX. "FUTURE" 100 YEAR FLOOD HAZARD (BASED ON HALL CO. GIS)
APPROX. LAND LOT LINE
MOUNT VERNON ROAD (S.R. 283)
GRAPHIC SCALE
( IN FEET )
1 inch = 60 ft.
1. THERE IS FLOOD PLAIN ON THE DEVELOPMENT.
2. THE CONTOUR INTERVAL IS 2 FEET.
3. THERE ARE NO WELLS ON THE PROPERTY OR WITHIN 100 FEET OF THE PROPERTY.
4. THE INTENDED USE FOR THE PROPERTY IS A SINGLE FAMILY RESIDENTIAL SUBDIVISION. ALL LOTS ARE TO BE SERVED BY ON-SITE SEWAGE MANAGEMENT SYSTEMS TO BE PERMITTED BY THE HALL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT.
5. ALL LOTS TO BE SERVED BY PUBLIC WATER THROUGH THE CITY OF GAINESVILLE.
6. GRADING CAN AFFECT SOIL SUITABILITY FOR FIELD LINES AND MAY VOID THE USE OF A LOT FOR AN ON-SITE SEWAGE MANAGEMENT SYSTEM. FURTHER SOIL STUDY MAY BE REQUIRED PRIOR TO ISSUANCE OF A SEPTIC TANK PERMIT OR APPROVAL OF AN ON-SITE SEWAGE MANAGEMENT SYSTEM.
7. TRASH BURIAL PIT LOCATIONS MUST BE REPORTED TO THE HALL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT PRIOR TO ISSUANCE OF A SEPTIC TANK PERMIT.
8. BOD5 AND TSS NOT TO EXCEED 200 MG/L.
9. ANY ABANDONED WELL SHALL BE PROPERLY CLOSED AS PER WATER WELL STANDARDS ACT.
10. ANY ABANDONED SEPTIC TANK SHALL BE PUMPED BY A STATE CERTIFIED PUMPER/HAULER AND CRUSHED/FILLED.
11. PER THE HALL COUNTY BOARD OF HEALTH LOT SIZE RESOLUTION, APPROVAL OF THE FINAL PLAT OF THE PROPERTY BY THE DEPARTMENT SHALL BE OBTAINED BEFORE A PLAT OF THE PROPERTY SHALL BE RECORDED WITH THE CLERK OF THE SUPERIOR COURT OF HALL COUNTY AND THE PARCELS OF LAND DESCRIBED THEREIN OFFERED FOR SALE, UNLESS A DEVELOPER OR OWNER SHALL HAVE SUCH AN APPROVAL, THE CLERK OF THE SUPERIOR COURT OF HALL COUNTY SHALL NOT RECORD THE PLAT OF SUCH PROPERTY, NOR SHALL THE OWNER OR AGENT OF SUCH PROPERTY BE AUTHORIZED TO TRANSFER, OR SELL, OR AGREE TO SELL THE PROPERTY.
12. HARD LABOR I & II SOIL TYPES REQUIRE AN AEROBIC TREATMENT SYSTEMS (ATS), AS REQUIRED BY THE SOIL CLASSIFIER. THIS AFFECTS LOTS 6, 7 & 17.
BRIAN R. SUTHERLAND
NO. 2900
LAND SURVEYOR
1/9/2023
GEORGIA REGISTERED
NO. 25515
PROFESSIONAL
ENGINEER
THADDEUS EDWARD MYERS
1-9-23
NO
DESCRIPTION
DATE
1/9/23
DATE
18586
PROJ. NUMBER
DS
DRAWN BY
3 of 5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PART ID: 3153517043
RECORDED BY: NB
Charles Baker, C.S.C
Hall County, GA
AS-BUILT TREE PLAN
MONUMENT SIGN
FRONTAGE TREES
HWY 284
TOTAL FRONTAGE = 667 LF
ONE TREE PER 30 FEET REQUIRED
667 / 30 = 22 TREES & SHRUBS REQUIRED
10 EXISTING TREES TO REMAIN ALONG THE FRONTAGE
12 TREES PLANTED
23 SHRUBS PLANTED
NEW TREE DENSITY CALCULATIONS
TYPE D.B.H. AMOUNT AMOUNT TOTAL UNITS
EASTERN RED CEDAR 2" 4 x 0.5 = 2.0
SCARLET OAK 2" 2 x 0.5 = 1.0
SOUTHERN MAGNOLIA 2" 6 x 0.5 = 3.0
12 TOTAL TREES 6.0 TOTAL UNITS
TREE DENSITY CALCULATIONS
SITE = 25.6 ACRES
25.6 x 15 UNITS PER ACRE = 384 UNITS REQUIRED
550.1 UNITS TO REMAIN
6.0 UNITS TO BE PLANTED
556.1 TOTAL UNITS PROPOSED
NO ADDITIONAL UNITS REQUIRED
MOUNT VERNON ROAD (S.R. 283)
OAK MANOR WAY
STORM WATER CONSERVATION AREA 2.888 ACRES
STORM WATER CONSERVATION AREA 3.527 ACRES
CENTERLINE OF BEAR CREEK IS PROPERTY LINE
APPROX. LAND LOT LINE
APPROX. ZONE 'A' 100 YEAR FLOOD HAZARD NO BASE FLOOD ELEV. DETERMINED
APPROX. "FUTURE" 100 YEAR FLOOD HAZARD (BASED ON HALL CO. GIS)
DETENTION POND
PROPOSED MAIL KIOSK AND PARKING
BENCHMARK TOP CONC MON ELEV=1248.63
BENCHMARK TOP OF JB ELEV = 1252.23
SILT GAUGE
STORM WATER POND NOTE: NO OBSTRUCTIONS SHALL BE BUILT, CONSTRUCTED, OR PLANTED WITHIN THE FACILITY, ITS ASSOCIATED DRAINAGE, OR ACCESS EASEMENTS.
FENCE CORNER 0.2' WEST OF C.L. CREEK
N/F LANIS LEE et al. DB. 1394/PG. 142 PB. 55/PG. 128 PARCEL 11030 000005B
N/F SAMUEL LESLIE LITTLE et al. DB. 7936/PG. 86 PB. 44/PG. 156 PARCEL 11030 000005A
N/F LIZZIE J. TRUELOVE DB. 5249/PG. 616 PARCEL 11028 000001
N/F JAY S. HORTENSTINE DB. 2193/PG. 282 PB. 348/PG. 71A PARCEL 11031 000006
GRAPHIC SCALE
( IN FEET ) 1 inch = 60 ft.
GEORGIA PREMIER LAND SERVICES, INC.
PROFESSIONAL LAND SURVEYING
3040 HAMILTON MILL ROAD
BUFORD, GEORGIA 30519
(770) 614-3004 FAX (770) 614-3956
LAND SURVEYING COA #1177
FINAL PLAT FOR:
MOUNT VERNON MANOR
LOCATED IN LAND LOTS 30 AND 31 OF THE 11TH LAND DISTRICT
HALL COUNTY, GEORGIA
SCALE 1"=60'
GEORGIA REGISTERED JAMES R. SUTHERLAND NO. 2900 LAND SURVEYOR
1/9/2023
NO DESCRIPTION
DATE
1/9/23
DATE
18386
PROJ. NUMBER
NEM
DRAWN BY
4 of 5

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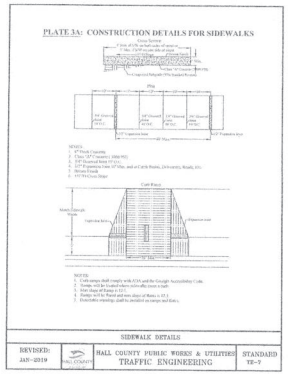


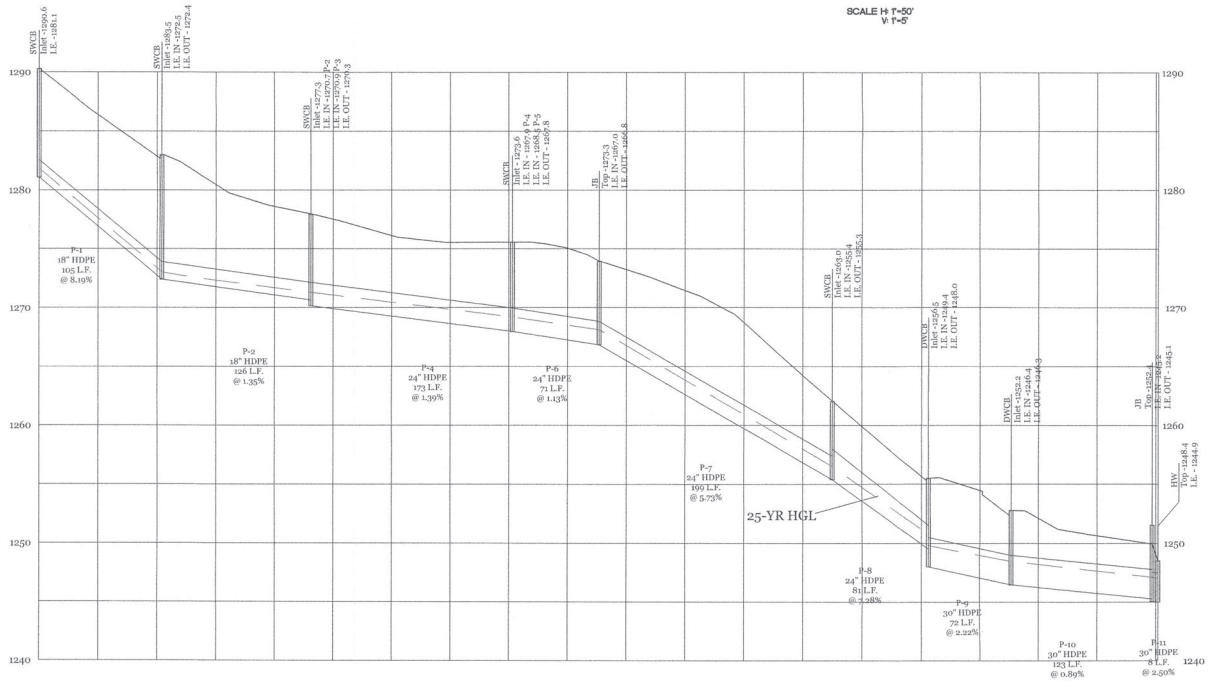

## HALL COUNTY ENGINEERING NOTES

1. SIDEWALKS WILL BE INSTALLED ON A LOT BY LOT BASIS, LOCATION AS SHOWN ON SHEET 2 OF FINAL PLAT.

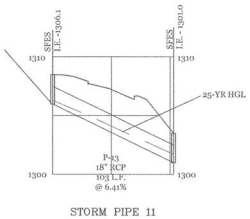
# PIPE CHART

| PIPE NO. | INLET STRUCTURE | SIZE (IN.) | LENGTH | SLOPE | TOTAL AC | TOTAL Q | T.C. | I-25 YR | C | DELTA AC | DELTA Q | RETURN YR. | VELOCITY | MATERIAL | GUTTER SPREAD (FT) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| P-1 | SWCB | 18 | 105 | 8.19 | 1.16 | 4.4 | 5 | 8.33 | 0.45 | 1.2 | 4.4 | 25 | 3.5 | HDPE | 6.5 |
| P-2 | SWCB | 18 | 126 | 1.35 | 1.63 | 6.1 | 5 | 8.33 | 0.45 | 0.5 | 1.7 | 25 | 3.8 | HDPE | 3.5 |
| P-3 | SWCB | 18 | 31 | 6.20 | 0.34 | 1.3 | 5 | 8.33 | 0.45 | 0.3 | 1.3 | 25 | 4.5 | HDPE | 5.0 |
| P-4 | SWCB | 24 | 173 | 1.39 | 2.35 | 9.0 | 5 | 8.33 | 0.50 | 0.4 | 1.6 | 25 | 4.2 | HDPE | 5.5 |
| P-5 | SWCB | 18 | 34 | 1.76 | 0.15 | 1.0 | 5 | 8.33 | 0.80 | 0.2 | 1.0 | 25 | 4.2 | HDPE | 4.5 |
| P-6 | SWCB | 24 | 71 | 1.13 | 2.87 | 11.5 | 5 | 8.33 | 0.50 | 0.4 | 1.5 | 25 | 4.6 | HDPE | 6.0 |
| P-7 | SWCB | 24 | 199 | 5.73 | 2.87 | 11.5 | 5 | 8.33 | 0.00 | 0.0 | 0.0 | 25 | 7.5 | HDPE | - |
| P-8 | SWCB | 24 | 81 | 7.28 | 3.53 | 14.3 | 5 | 8.33 | 0.50 | 0.7 | 2.8 | 25 | 8.0 | HDPE | 4.8 |
| P-9 | DWCB | 30 | 72 | 2.22 | 4.00 | 17.6 | 5 | 8.33 | 0.85 | 0.5 | 3.3 | 25 | 4.7 | HDPE | 4.8" |
| P-10 | DWCB | 30 | 123 | 0.89 | 4.08 | 18.2 | 5 | 8.33 | 0.85 | 0.1 | 0.5 | 25 | 4.6 | HDPE | 1" |
| P-11 | DI | 30 | 8 | 2.50 | 4.99 | 21.6 | 5 | 8.33 | 0.45 | 0.9 | 3.4 | 25 | 4.8 | HDPE | |
| P-12 | OCS | 24 | 40 | 1.75 | See Storm Water Mngmt Report | | | | | | | 100 | 4.6 | RCP | |
| P-13 | SFES | 18 | 103 | 6.41 | 0.11 | 0.7 | 5 | 8.33 | 0.75 | 0.1 | 0.7 | 25 | 4.0 | RCP | |

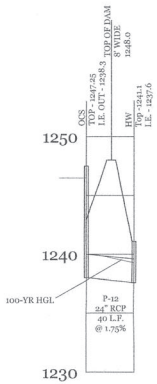
SCALE H: 1"=50'
V: 1"=5'



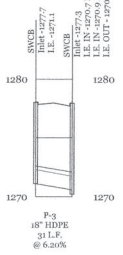

STORM PIPES 1–11



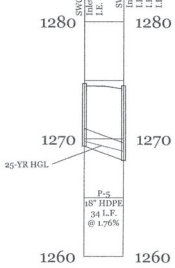

STORM PIPE 11




STORM PIPE 12




STORM PIPE 3




STORM PIPE 5

GEORGIA PREMIER LAND SERVICES, INC.
PROFESSIONAL LAND SURVEYING
3950 HAMILTON MILL ROAD
BUFORD, GEORGIA 30519
(770) 614-3004 FAX (770) 614-3956
LAND SURVEYING COA #1177

FINAL PLAT FOR:

# MOUNT VERNON MANOR

LOCATED IN LAND LOTS 30 AND 31 OF THE 11TH LAND DISTRICT
HALL COUNTY, GEORGIA

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR BRIAN R. SUTHERLAND NO. 2900
1/9/2023

| NO | DESCRIPTION | DATE |
|---|---|---|
| | | |

1/9/23 DATE
18286 PROJ. NUMBER
NEM DRAWN BY

## Kaitlyn Elliott (Planning)

**From:** Emily McGahee (Environmental Health)
**Sent:** Tuesday, December 17, 2024 8:49 AM
**To:** Kaitlyn Elliott (Planning); Katie L. Greenway (CDI: Planning); Beth Garmon (CDI: Planning)
**Cc:** Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
**Subject:** HCPC Tentative Agenda 1.21.24

Please find Environmental Health comments below:

Item 1A/B: 2811 Athens Hwy, Dunagan: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 2, 0/2010 Candler Rd, Dunagan: 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 3, 3384 Lee Drive, Muntean: 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. Please note that Zoning approval does not imply approval from other county departments.

Item 4, 5444 Oak Manor Way, PHD Developments, LLC: No comment.

Item 5A/B, 5709 McEver Rd, Moosa: Must meet all Environmental Health commercial septic system permitting requirements if sewer is not available to the property. 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 6, 3219 Lake Drive, A&R Engineering: 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.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

## Kaitlyn Elliott (Planning)

**From:** Stevens, Henry K <HStevens@dot.ga.gov>
**Sent:** Thursday, December 12, 2024 3:12 PM
**To:** Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning)
**Cc:** Nembhard, Nakia L; Chavers, Veronica E
**Subject:** RE: Tuesday, January 21, 2025 Hall County Planning Commission Meeting

You don't often get email from hstevens@dot.ga.gov. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Please see the below comments from GDOT for the January 21, Hall County Planning Commission meeting.

Thanks,

**Henry Stevens, E.I.T.**
*GDOT Civil Engineer 2*
Georgia Department of Transportation
District 1 Traffic Operations- Gainesville
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.663.1807 cell

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**From:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Sent:** Thursday, December 12, 2024 11:59 AM
**Subject:** Tuesday, January 21, 2025 Hall County Planning Commission Meeting

**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 **Tuesday, January 21, 2025** 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, December 19, 2024.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – January 6, 2025**

**OLD BUSINESS**

1. **(A) 2811 Athens Highway | Rezone** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Permitted uses in heavy industrial zoning district** | ** Commission District 3 | **Paden M. Dunagan, applicant**
   **(B) 2811 Athens Highway | Use Subject to County Commission Approval** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Paden M. Dunagan, applicant** **GDOT Coordination Required**

2. **0 & 2010 Candler Road | Rezone** | from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road | Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 | **Proposed Use: Industrial park** | ** Commission District 3 | **Paden M. Dunagan, applicant** **GDOT Coordination Required**

**NEW BUSINESS**

3. **3384 Lee Drive | Variance** | Section 3.2. to reduce the minimum yards | on a 0.14± acre tract located on the west side of Lee Drive approximately 2,785 feet from its intersection with Lanier Islands Parkway | Zoned AR-1; Tax Parcel 08168 000026 **| Proposed Use: To construct a carport & bring existing single-family residence and carport into compliance | *** Commission District 2 **| Nancy Muntean, applicant** **GDOT Coordination Not Required**

4. **5444 Oak Manor Way | Variance** | Section 8.4 to vary sidewalk standards | on a 1.46± acre tract located on the east side of Mount Vernon Road approximately 820 feet from its intersection with Ben Parks Road | Zoned R-1; Tax Parcel 11031 000005 **| Proposed Use: 22-lot single-family subdivision | ** Commission District 3 **| PHD Developments LLC, applicant** **GDOT Coordination Not Required**
5. 

6. **(A) 5709 McEver Road | Rezone** from Agricultural Residential 1 (AR-1) to Highway Business (H-B) and Gateway Corridors Overlay District (GCOD) **|** on a 6.38± acre tract located on the south side of McEver Road at its intersection with Lights Ferry Road | Zoned AR-1: Tax Parcels 08111 003005 | **Proposed Use: Commercial development |** ** Commission District 2 | **Mustaq Moosa, applicant**
   **(B) 5709 McEver Road | Special Uses** of carwash and self-storage facility within GCOD **|** on a 6.38± acre tract located on the south side of McEver Road at its intersection with Lights Ferry Road | Zoned AR-1: Tax Parcels 08111 003005 | **Proposed Use: Commercial development |** ** Commission District 2 | **Mustaq Moosa, applicant** **GDOT Coordination Required**

7. **(A) 3219 Lake Drive | Rezone** from Residential 1 (R-1) & Vacation Cottage (V-C) to Vacation Cottage (V-C) **|** on a 10.66± acre tract located on the south side of Lakeland Road at its intersection with Lake Drive | Zoned R-1 & V-C; Tax Parcel 10146 000019 **| Proposed Use: 11-lot single-family subdivision |** ** Commission District 3 **| A&R Engineering, Inc., applicant**
   **(B) 3219 Lake Drive | Special use** to subdivide within V-C **|** on a 10.66± acre tract located on the south side of Lakeland Road at its intersection with Lake Drive | Zoned R-1 & V-C; Tax Parcel 10146 000019 **| Proposed Use: 11-lot single-family subdivision |** ** Commission District 3 **| A&R Engineering, Inc., applicant**
   **(C) 3219 Lake Drive | Variance to Section 4.1** to reduce the minimum yards **|** on a 10.66± acre tract located on the south side of Lakeland Road at its intersection with Lake Drive | Zoned R-1 & V-C; Tax Parcel 10146 000019 **| Proposed Use: 11-lot single-family subdivision |** ** Commission District 3 **| A&R Engineering, Inc., applicant**
8. **(D) 3219 Lake Drive | Variance to Section 8.4** of sidewalk standards **|** on a 10.66± acre tract located on the south side of Lakeland Road at its intersection with Lake Drive | Zoned R-1 & V-C; Tax Parcel 10146 000019 **| Proposed Use: 11-lot single-family subdivision |** ** Commission District 3 **| A&R Engineering, Inc., applicant** **GDOT Coordination Not 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, February 27, 2025, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, February 27, 2025. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,

**Kaitlyn Elliott**
**Planning Commission Clerk**
**Hall County Community Development and Infrastructure**
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

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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
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
**Bill Nash, P.E.**

# 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:** December 19, 2024

**Subject:** January 21, 2024 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the January 21, 2024 meeting. Upon review, we provide the following comments.

**OLD BUSINESS**

1. **(A) 2811 Athens Highway | Rezone** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Permitted uses in heavy industrial zoning district** | ** Commission District 3 | **Paden M. Dunagan, applicant**
**(B) 2811 Athens Highway | Use Subject to County Commission Approval** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Paden M. Dunagan, 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
b. **Traffic:** No comment
c. **Utilities:** No Hall County Sewer.

2. **0 & 2010 Candler Road | Rezone** | from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road | Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 | **Proposed Use: Industrial park** | ** Commission District 3 | **Paden M. Dunagan, 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

**b. Traffic:** GDOT access permit required

c. **Utilities**: Gainesville Sewer area
No sewer nearby

## NEW BUSINESS

3. **3384 Lee Drive | Variance** | Section 3.2. to reduce the minimum yards | on a 0.14± acre tract located on the west side of Lee Drive approximately 2,785 feet from its intersection with Lanier Islands Parkway | Zoned AR-1; Tax Parcel 08168 000026 **| Proposed Use: To construct a carport & bring existing single-family residence and carport into compliance |** * Commission District 2 **| Nancy Muntean, applicant**

**a. Engineering:** No Comment
b. **Traffic:** No Comment
c. **Utilities:** No Comment

4. **5444 Oak Manor Way | Variance** | Section 8.4 to vary sidewalk standards | on a 1.46± acre tract located on the east side of Mount Vernon Road approximately 820 feet from its intersection with Ben Parks Road | Zoned R-1; Tax Parcel 11031 000005 **| Proposed Use: 22-lot single-family subdivision |** ** Commission District 3 **| PHD Developments LLC, applicant**

**a. Engineering:** Recommend sidewalk on one side to allow pedestrian access to mail kiosk area.
b. **Traffic:** No Comment
c. **Utilities:** No Comment

5. **(A) 5709 McEver Road | Rezone** from Agricultural Residential 1 (AR-1) to Highway Business (H-B) and Gateway Corridors Overlay District (GCOD) **|** on a 6.38± acre tract located on the south side of McEver Road at its intersection with Lights Ferry Road | Zoned AR-1: Tax Parcels 08111 003005 | **Proposed Use: Commercial development |** ** Commission District 2 | **Mustaq Moosa, applicant**
**(B) 5709 McEver Road | Special Uses** of carwash and self-storage facility within GCOD **|** on a 6.38± acre tract located on the south side of McEver Road at its intersection with Lights Ferry Road | Zoned AR-1: Tax Parcels 08111 003005 | **Proposed Use: Commercial 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. Stormwater in both phases

b. **Traffic:** Driveways will need to meet Hall County Engineering standards.
Coordination required regarding future roundabout project at Mcever Road and Lights ferry Road. Additional right-of-way may be required.
c. **Utilities:** No Hall County Sewer.

6. **(A) 3219 Lake Drive | Rezone** from Residential 1 (R-1) & Vacation Cottage (V-C) to Vacation Cottage (V-C) | on a 10.66± acre tract located on the south side of Lakeland Road at its intersection with Lake Drive | Zoned R-1 & V-C; Tax Parcel 10146 000019 | **Proposed Use: 11-lot single-family subdivision** | ** Commission District 3 | **A&R Engineering, Inc., applicant**
**(B) 3219 Lake Drive | Special use** to subdivide within V-C | on a 10.66± acre tract located on the south side of Lakeland Road at its intersection with Lake Drive | Zoned R-1 & V-C; Tax Parcel 10146 000019 | **Proposed Use: 11-lot single-family subdivision** | ** Commission District 3 | **A&R Engineering, Inc., applicant**
**(C) 3219 Lake Drive | Variance to Section 4.1** to reduce the minimum yards | on a 10.66± acre tract located on the south side of Lakeland Road at its intersection with Lake Drive | Zoned R-1 & V-C; Tax Parcel 10146 000019 | **Proposed Use: 11-lot single-family subdivision** | ** Commission District 3 | **A&R Engineering, Inc., applicant**
**(D) 3219 Lake Drive | Variance to Section 8.4** of sidewalk standards | on a 10.66± acre tract located on the south side of Lakeland Road at its intersection with Lake Drive | Zoned R-1 & V-C; Tax Parcel 10146 000019 | **Proposed Use: 11-lot single-family subdivision** | ** Commission District 3 | **A&R Engineering, Inc., applicant**

**a.** **Engineering:** Recommend sidewalk on at least one side of the road to allow access to the lake/dock path. Please add mail kiosk per Hall County standards.
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No Comment
c. **Utilities:** No Comment

## Kaitlyn Elliott (Planning)

**From:** John Hornick (Fire Services)
**Sent:** Friday, December 13, 2024 2:12 PM
**To:** Beth Garmon (CDI: Planning)
**Cc:** Kaitlyn Elliott (Planning)
**Subject:** Fire Comment

**Tuesday, January 21, 2025** Hall County Planning Commission Meeting

1. **5444 Oak Manor Way | Variance** | Section 8.4 to vary sidewalk standards | on a 1.46± acre tract located on the east side of Mount Vernon Road approximately 820 feet from its intersection with Ben Parks Road | Zoned R-1; Tax Parcel 11031 000005 | **Proposed Use: 22-lot single-family subdivision** | ** Commission District 3 | **PHD Developments LLC, 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

2382
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: PHD DEVELOPMENTS LLC
REQUEST: VARY SIDEWALK REQUIREMENTS FOR SUBDIVISION
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: JAN 21, 2025
Time: 5:15 PM
AND
COUNTY COMMISSION
Date: FEB 27, 2025
Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809
Dec 26, 2024 15:30:16
5403 Mount Vernon Road
Murrayville
Hall County
Georgia

2415
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: PHD DEVELOPMENTS
REQUEST: VARY SIDEWALK REQUIREMENTS FOR SUBDIVISION
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: JAN 21, 2025
Time: 5:15 PM
AND
COUNTY COMMISSION
Date: FEB 27, 2025
Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809
Dec 26, 2024 15:28:27
5403 Mount Vernon Road
Murrayville
Hall County
Georgia

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
*We have it all in Hall*

## 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 DEC 06, 2024 AND NO LATER THAN DEC 22, 2024.**

**THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN DEC 22, 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,** Kent Henderson (Please Print Name)**, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 12/10/24 (Date) **for** Mount Vernon Manor LLC (Name application filed as).

**Signature** _____
(The original document is required)

Revised September 2021

# AGENDA ITEM

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

| | |
|---|---|
| **REPORT TO:** | **Work Session (02/24/25)** |
| **REPORT TO:** | **Voting Meeting (02/27/25)** |
| **ITEM NO:** | 84/2025 |
| **SUBJECT:** | **0 & 2010 Candler Road \| Rezone \|** from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) \| on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road \| Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 \| **Proposed Use: Industrial park** \| Commission District 3 \| **Paden M. Dunagan, applicant** |

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** BG

**Recommendation:**
Withdrawal

**Purpose of Request:**
**0 & 2010 Candler Road | Rezone** | from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road | Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 | **Proposed Use: Industrial park** | Commission District 3 | **Paden M. Dunagan, applicant**

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

| Submit | Approve | Attorney | Administration |
|---|---|---|---|
| KE | BG | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Site Photos
Elevations
Deeds
2021 Board of Commissioners Letter
Water Availability
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Public Comment
Notice Signs

HALL COUNTY
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
**Beth Garmon**

# Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PLANNING AND ZONING

**To:** David Gibbs, 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:** February 10, 2025

**Subject:** **0 & 2010 Candler Road | Rezone |** from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract| Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 **| Proposed Use: Industrial park| Paden M. Dunagan, applicant**

---

The request before you is the request of Paden Dunagan to withdraw an application to rezone from Heavy Industrial (I-II) to Planned Industrial Development (PID) and Gateway Corridors Overlay District (GCOD) to allow an industrial park. This item is located within Commission District 3.

At their January 21, 2025 meeting, the Hall County Planning Commission voted to recommend withdrawal **(4-0, Sosebee absent).**

**Public Comment:**

- January 21, 2025 HCPC: There were **no comments submitted** in advance of the meeting and **no one spoke during the public hearing.**
- October 21, 2024 HCPC: **One comment was submitted in opposition** in advance of the meeting and **no one spoke during the public hearing**

**HALL COUNTY PLANNING COMMISSION**
**RECOMMENDATION REPORT**

**Applicant** ..... Paden M. Dunagan

**Request** ..... Rezone from Heavy Industrial (I-II, 17.170) to Planned Industrial Development (PID, 17.180.090) and Gateway Corridors Overlay District (GCOD, 17.420)

**Proposed Use** ..... Industrial Park

**Size** ..... 59.62± acres

**Zoning** ..... Current: Heavy Industrial (I-II, 17.170) | Proposed: Planned Industrial Development (PID, 17.180.090)

**Location** ..... **0 & 2010 Candler Road** | Tax Parcels 15031A 000001 & 000002

**Commission District** ..... Three

**Planning Commission Date** ..... October 21, 2024
January 21, 2025

**Staff Recommendation** ..... **Approval, with conditions,** as the zoning district is consistent with the Employment Corridor land use designation.

**Record Number**..... HZON24-0029

**Planning Commission Recommendation**..... **Withdrawal**

**Vote: 4-0 (Sosebee absent)**

**Excerpts from the minutes of the January 21, 2025 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request. Ms. Greenway stated the applicant would like to withdraw this item.

***Motion:* A motion to withdraw was made by Stan Hunt and seconded by Gina Pilcher. Vote: 4-0 (Sosebee absent)**

**Excerpts from the minutes of the October 21, 2024 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request.

**Paden Dunagen, 3263 Tanners Mill Road, Gainesville,** presented the request. The applicant is requesting to rezone a 59.62± acre tract from Heavy Industrial (I-II, 17.170) to Planned Industrial Development (PID, 17.180.090) within the Gateway Corridors Overlay District (GCOD, 17.420) to allow for an industrial park. The majority of the parcel is wooded with several streams traversing the property. A portion of the rear of the property is within the County Studied Flood Zone. The subject property is bordered by parcels zoned Agricultural Residential IV (AR-IV; 17.120) to the north, west and south.

***Public Forum:***

Mr. Braswell noted that a comment was submitted on the online portal in opposition.

***Planning Commission Comments:***

Ms. Pilcher asked the applicant to clarify why the site map displayed two lots designated as #5. The applicant stated that was an error and the lot 5 at the top of the site plan (along Candler Road) should have been labeled lot six. Mr. Hunt asked for clarification due to the site plan showing one building as there are two buildings on site. The applicant explained one building was constructed without a building permit. Mr. Hunt questioned the stop work order on the property. The applicant stated that they were now going through the process to correct the errors and obtain the correct permits. Mr. Hunt asked for confirmation that the first 300 feet of road had not been paved which the applicant stated it had not. Mr. Hunt went on to ask why the new site plan does not show any buffers. The applicant explained the old site plan had the buffers displayed and the changes in lot size and road placement would not affect the 50 foot buffer. The Planning Commission and the applicant further discussed the land development permit processes and other needed corrections. Mr. Hunt advised the entire road should now have to follow Hall County standards and be paved. The Planning Commission discussed the tabling of the item so that it the property can be brought into compliance and the application can be modified to meet Hall County standards.

***Motion:* A motion to table to January 21, 2025 was made by Mr. Hunt and seconded by Mr. Varner. Vote: 5-0**

---

**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 August 30, 2024, and as described in the project narrative dated August 28, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The following uses which are designated as permitted in the Light Industrial district shall be prohibited:
    a. Family day care home
    b. Group day care home
    c. Adult establishments
    d. Astrologers, clairvoyants, fortune tellers, palmists, phrenologists and related occupations to the list of occupations licensed by the Board of Commissioners in the Heavy Industrial District (I-II)

3. Access to the development shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.

4. The initial 300 feet of the internal drive shall be paved with asphalt or concrete; graded aggregate base (GAB) may be used beyond 300 feet from Candler Road right-of-way for the road subject to final review and approval of the Hall County Engineering Department and the Fire Marshal.

5. Any building proposed within the 300 foot limits of the Gateway Corridor Overlay District shall comply with GCOD architectural standards. Final review and approval of building elevations is subject to the Director of Planning and Zoning, or their designee.

6. There shall be a 25 foot wide undisturbed buffer adjacent to the right-of-way of Candler Road. The existing mature landscape shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review of the landscape plan shall be subject to the approval of the Director of Planning and Zoning, or their designee.

7. A 50 foot wide landscape buffer, undisturbed or planted, shall be required along all property lines abutting property zoned for agricultural or residential use. Final review of the landscape plan shall be subject to the approval of the Director of Planning and Zoning, or their designee.

8. Retroactive building permits shall be obtained for all structures currently on-site that do not currently have a commercial building permit. Determination subject to the Hall County Building Official.

9. No business license shall be approved for the property until the site is in compliance with county permitting requirements.

10. No variances to GCOD standards and no additional variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply 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.

11. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

**The following should be considered as exceptions to the Official Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:**

1. 17.420.050.C.2 – Width of transitional buffer.
   - Where an industrial zoning district abuts property zoned for residential or agricultural use, the minimum width shall be 50 feet.
     - The applicant has proposed a 15 foot vegetative buffer along tax parcel 15031A000055 and a 25 foot vegetative buffer on remaining portions of the north property lines. The applicant also identifies a 30 foot setback along the south property lines. **This does not meet the standard.**

2. 17.420.050.H.2.c – Architectural standards for non-residential buildings.
   - Building materials used for all four sides of new or reconstructed buildings are restricted to the following:
     i. Brick.
     ii. Stone. Natural stone such as, but not limited to, granite, limestone, and marble are allowed building materials. Terra cotta and/or cast stone, which simulate natural stone, are also acceptable. Painted stone is prohibited.
     iii. Split-face block/concrete masonry unit (CMU) is restricted to 50 percent of the surface area of each side of a principal building.
     iv. Stucco is restricted to 50 percent of the surface area of each side of a building.
     v. Glass and glass block.
     vi. Exposed concrete block, painted concrete block, metal, tilt/up and pre-cast concrete are prohibited materials for any exterior wall.
       - The applicant has not submitted building renderings but is requesting an exception to the building materials standards due to the structures being beyond the limits of the Gateway Corridor and limited visibility from Candler Road. The two existing buildings have metal siding. **This does not meet the standard.**

3. Title 16 – Subdivision
   - General design requirements for subdivision road regulations are outlined within Chapter 16.50. Variances must be specified and justified for consideration.
   - Roads without curb and gutter require 60 feet of right-of-way and must incorporate a ditch section roadway design if dedicated for county maintenance.
   - Roads proposed with gravel surfaces require a variance to the standards.
     - The applicant is proposing an approximately 1,500+ foot long public road with 60 feet of right-of-way that terminates in a cul-de-sac, providing access to 5 of the 6 proposed lots. The applicant requests an exception to allow for a gravel surface beyond the first 300 feet of the road. No curbs, gutters or sidewalks are proposed. **This does not meet the standard.**

**Summary Analysis**

The applicant is requesting to rezone a 59.62± acre tract from Heavy Industrial (I-II, 17.170) to Planned Industrial Development (PID, 17.180.090) within the Gateway Corridors Overlay District (GCOD, 17.420)

to allow for an industrial park. The majority of the parcel is wooded with several streams traversing the property. A portion of the rear of the property is within the County Studied Flood Zone. The subject property is bordered by parcels zoned Agricultural Residential IV (AR-IV; 17.120) to the north, west and south.

The 8.81± acre parcel identified as 2010 Candler Road (Tax Parcel 15031A 000002) was rezoned in 2021 from Agricultural Residential IV (AR-IV; 17,120) to Heavy Industrial (I-II, 17.170) to allow for a welding shop and trucking company. In 2023, the 49.05± acre parcel identified as 0 Candler Road (Tax Parcel 15031A 000001) was rezoned from Agricultural Residential IV (AR-IV; 17.120) to Heavy Industrial (I-II, 17.170) to be incorporated into the welding business.

The submitted narrative explains that the original plans from the 2021 and 2023 rezoning have changed due to site constraints and the applicant intends to relocate the welding business to 2811 Athens Highway pending approval of a rezoning request (HZON24-0028).

In 2024, prior to the submission of the rezoning request at the subject property, stop work orders were posted by the Public Works Department and the Building Inspections Department due to grading and construction taking place without permits.

Per the submitted narrative, the applicant is requesting to rezone the subject parcel from Heavy Industrial (I-II, 17.170) to Planned Industrial Development (PID, 17.180.090) to allow an industrial park. Exceptions to Gateway Corridors Overlay District (GCOD) architectural standards are requested along with a variance from Hall County road standards. The applicant states that the project will be developed in two phases: Phase 1 within 2 years and Phase II within 3 to 5 years. No additional information regarding future structures, uses, or development was provided.

Per the site plan, the property is proposed to be divided into 6 parcels. The majority of the lots will be accessed from a new internal road off Candler Road; however, the easternmost lot, measuring 1.95 acres, will have access directly from Candler Road. The site plan reflects a ten foot wide landscape strip along the Candler Road frontage, which complies with GCOD standards. Buffers along all other property are noncompliant with GCOD standards, which states that where an industrial zoning district abuts property zoned for residential or agricultural use requires a transitional buffer of 50 feet. Additionally, the narrative proposes 15 foot front yard setbacks for all lots with internal road access; however, the site plan depicts 50 foot front yard setbacks for all six lots.

Water service is available from the City of Gainesville as described in a letter dated September 5, 2024, and sanitary sewer services will be provided by private septic systems. On-site stormwater detention facilities are identified on the site plan.

Several exceptions from Gateway Corridors Overlay District (GCOD) standards are being requested. The development standards for the project are identified in the table below and compared to the GCOD requirements (17.420.050 & .060):

**GCOD Analysis**

| Standard | Compliance | Proposed Work | Notes |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 17.420.050.C – Transitional buffers | Deficient | 25 feet on the north and west property lines and a 30 foot vegetative buffer to the south.* | A 50 foot transitional buffer is required along all property lines that abut property zoned for residential or agricultural use. No buffer is required along property lines abutting property zoned for commercial use. |
| 17.420.050.D – Other landscape and screening standards | Complies | Street frontage 10 foot wide landscape strip proposed. | |
| 17.420.050.E – Parking lot design | Unknown | Unknown* | Shall comply with GCOD standards. |
| 17.420.050.F – Outdoor lighting | Unknown | Unknown* | Shall comply with GCOD standards. |
| 17.420.050.G – Interparcel access | Not applicable | Not applicable | |
| 17.420.050.H – Architectural standards for non-residential buildings | Deficient | Building materials not specified but exception requested to GCOD standards. * | Existing two buildings have metal siding. |
| 17.420.060 – Signs | Unknown | Unknown | Shall comply with GCOD standards. |
| Note: Items marked with an asterisk (*) do not conform to 17.420.050 or are unspecified in the application. | | | |

**Based on the future land-use plan, staff finds that the request *is consistent* with the Comprehensive Plan and future land use designation of Employment Corridor.** The intent of the Employment Corridor is to enhance and maintain well-functioning, attractive corridors that facilitate vehicular traffic flow, serve local needs and coordinate land use patterns without encroaching on adjacent neighborhoods and to create employment opportunities where a location benefits from interstate access or supports industrial-focused development patterns. Primary future land uses within the Employment Corridor specifically include industrial uses, business parks and technology based operations.

**Zoning Analysis**

Per Planning Commission and Hall County Commission consideration and decision (17.380.060), the Planning Commission 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 proposed Planned Industrial Development (PID, 17.180.090) zoning district is suitable in view of the use and development of adjacent and**

**nearby property along Candler Road as there are other light and heavy industrial zoning and uses adjacent.**

**2.** Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that an industrial park would adversely affect adjacent or 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.**

**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 applicant will need to receive approval for public road access on Candler Drive from the Georgia Department of Transportation (GDOT). The industrial park 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.**

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 two parcels were rezoned from Agricultural Residential IV (AR-IV) to Heavy Industrial (I-II) in 2021 and 2023. A storage building was constructed in 2017 and another building in 2024.**

**9.** 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 subject properties are currently zoned Heavy Industrial (I-II). Rezoning to Planned Industrial Development (PID) is to provide standards that encourage the formation and continuance of a compatible environment for the planned industrial uses and the surrounding land uses. There is**

**substantial light and heavy industrial development nearby along Candler Road including the Hall County Landfill across the street.**

**10.** Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning would not create an isolated district as there are other industrially-zoned properties adjacent and nearby.**

**11.** 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.**

**12.** Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The change requested is not out of scale with the needs of the county as a whole or the immediate neighborhood, as the property is already zoned Heavy Industrial (I-II) and the proposed zoning provides more structure for industrial development.**

**13.** Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The property is already zoned Heavy Industrial (I-II) and the proposed zoning provides more structure for industrial development.**

**14.** 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.**

**15.** 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 rezoning and outside storage related to the welding services and roll-off manufacturing business request is granted. The transfer station requires separate approval and determination of impact would be determined at that time.**

**16.** 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 September 16, 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 September 18, 2024, John Hornick, NPQ Fire Service Plans Examiner 1, Lieutenant provided the following comments:

1) Parcel Warning Tag noted on GIS.
2) New engineered metal building erected on property without site development or building review.
3) If approved, existing/proposed development will have to go through development review and meet all applicable fire code requirements.
4) Nearest fire hydrant from the new metal building is located 2,485 feet away at Lee Land Road and Candler Highway. Additional fire hydrant(s) will need to be installed to meet the International Fire Code requirements of Chapter 5, Section 507.5.1.

**Hall County Public Works and Utilities**
In a memo dated September 19, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

**Engineering:**
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream

**Traffic:**
GDOT access permit required.

**Utilities**:
Gainesville Sewer area. No sewer nearby.

**Georgia Department of Transportation**
In an email dated September 16, 2024, Veronica Chavers, stated that GDOT coordination is required.

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
GEORGIA
*We have it all in Hall*

## ZONING APPLICATION

**Applicant** (Name & Mailing Address)

Paden M. Dunagan
3263 Tanners Mill Road
Gainesville, GA 30507

Phone [redacted]

Email Address [redacted]

**Property Owner** (Name & Mailing Address)

Same

Phone

Email Address

Proposed Use Welding Shop / Transfer Station **Rezone from I-II to PID for an Industrial Park**

**Contact Person** (Name & Mailing Address)

Same

Phone

Email Address

**Status of Applicant**

- Owner
- Option to Purchase
- Area Resident
- Other

**Requested Action**

Existing Zoning:
Rezone to:
Fee:$
Receipt #:
Check #:

Tax Parcel Number Acreage 59.62 acres

Location Address 2010 Candler Road Gainesville, GA 30507

**I hereby certify that the above information and all attached information are true and correct.**

Sign Date: 8-21-2024

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

---

**Application Withdrawal:** I hereby **withdraw** the application.

Sign Date:

---

**Staff Use Only**

Application Date: Taken by:

Tentative Planning Commission Date: Tentative County Commission Date:

County Commission District:

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
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## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

---

I hereby certify that I have read the above and that:

I have**_____ I have not ✓

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** _____ **Date:** 8-21-2024

**Applicant's/Owner's Name (Printed):** Paden M. Dunagan

Lanny Dunagan's Welding Service Inc.

1205 Industrial Blvd

Gainesville, GA 30501

To: Hall County,

This narrative is to describe the formal intentions at 2010 Candler Road. I would like to rezone the property to use as an industrial park. After engineering and design was finished the welding shop will not fit at this location which is the reasoning for moving to 2811 Athens Hwy.

I would like to request an exception to the GCOD standards to allow for a gravel drive beyond the first 300' of the access driveway, which will be paved. The requested use of aggregate is due to the moving of equipment between locations on the property. Additionally, I would like to request an exception to the building materials standards as the structures are beyond the corridor and will not be seen from road frontage or from adjoining properties due to buffers.

Front setbacks on internal roads for the Planned Industrial Development will be 15' due to the topography of the site and the need for optimal space usage.

I am also requesting a variance from the road standards to allow for internal roadways to be constructed to the county gravel standard.

This project will be developed in two phases. Phase I will be developed within 2 years and Phase II will be developed within 3 to 5 years.

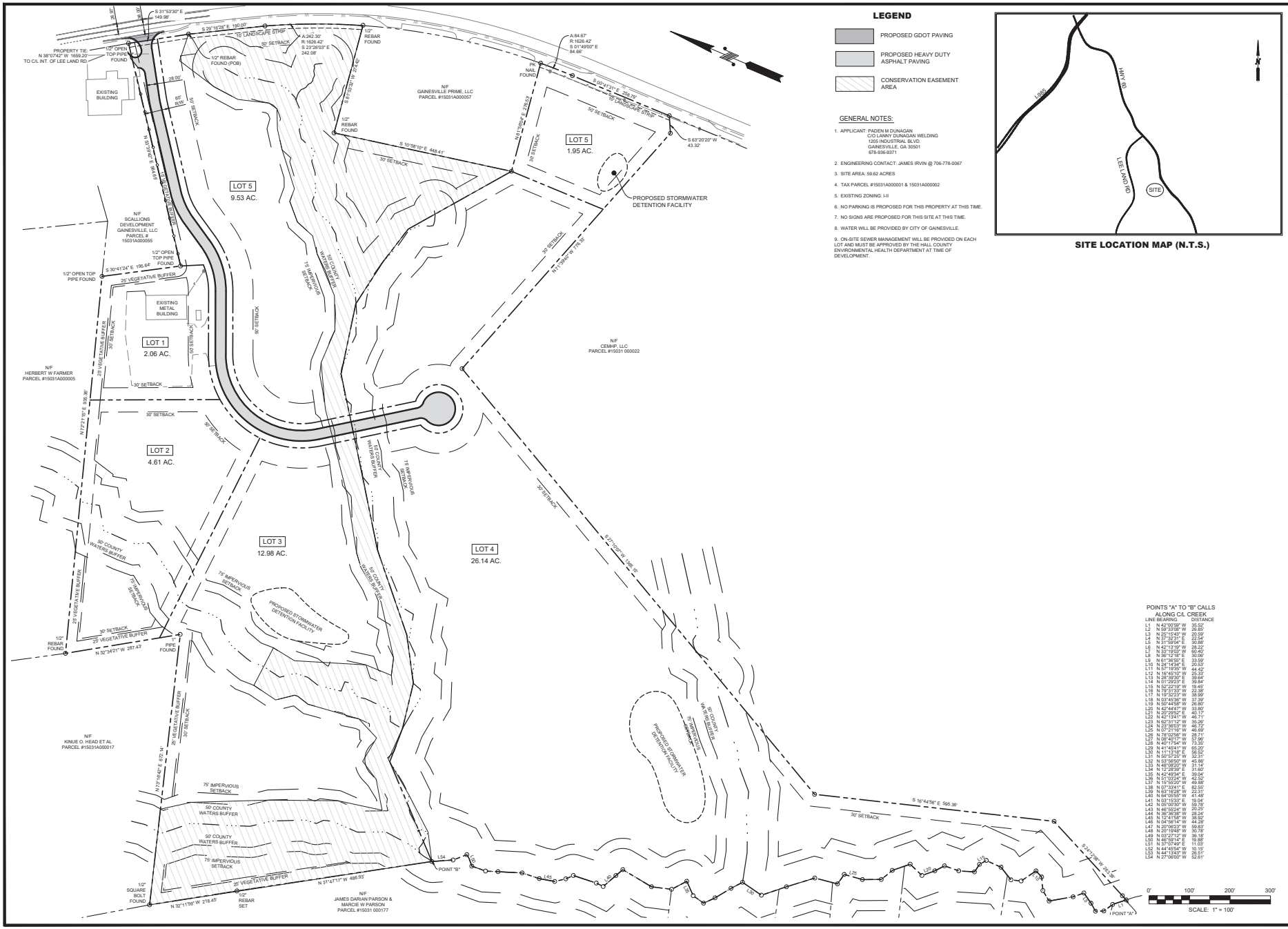
**Thank You,**

August 28th 2024

**Paden M. Dunagan**

Owner/CEO

[redacted]




foothills land design
164 PROFESSIONAL DRIVE
BALDWIN, GA 30511
PHONE: (706) 778-0067
FAX: (706) 778-0067
www.foothillsld.com

OWNER/ DEVELOPER:
**PADEN M DUNAGAN**
**C/O LANNY**
**DUNAGAN WELDING**
1205 INDUSTRIAL BLVD.
GAINESVILLE, GA 30501

SITE PLAN
# DUNAGAN INDUSTRIAL PARK
2010 CANDLER ROAD
GMD 1385
HALL COUNTY, GA

| REVISIONS | | |
|---|---|---|
| NO | DESCRIPTION | DATE |

GEORGIA REGISTERED No. 25036 PROFESSIONAL ENGINEER JAMES D. IRVIN

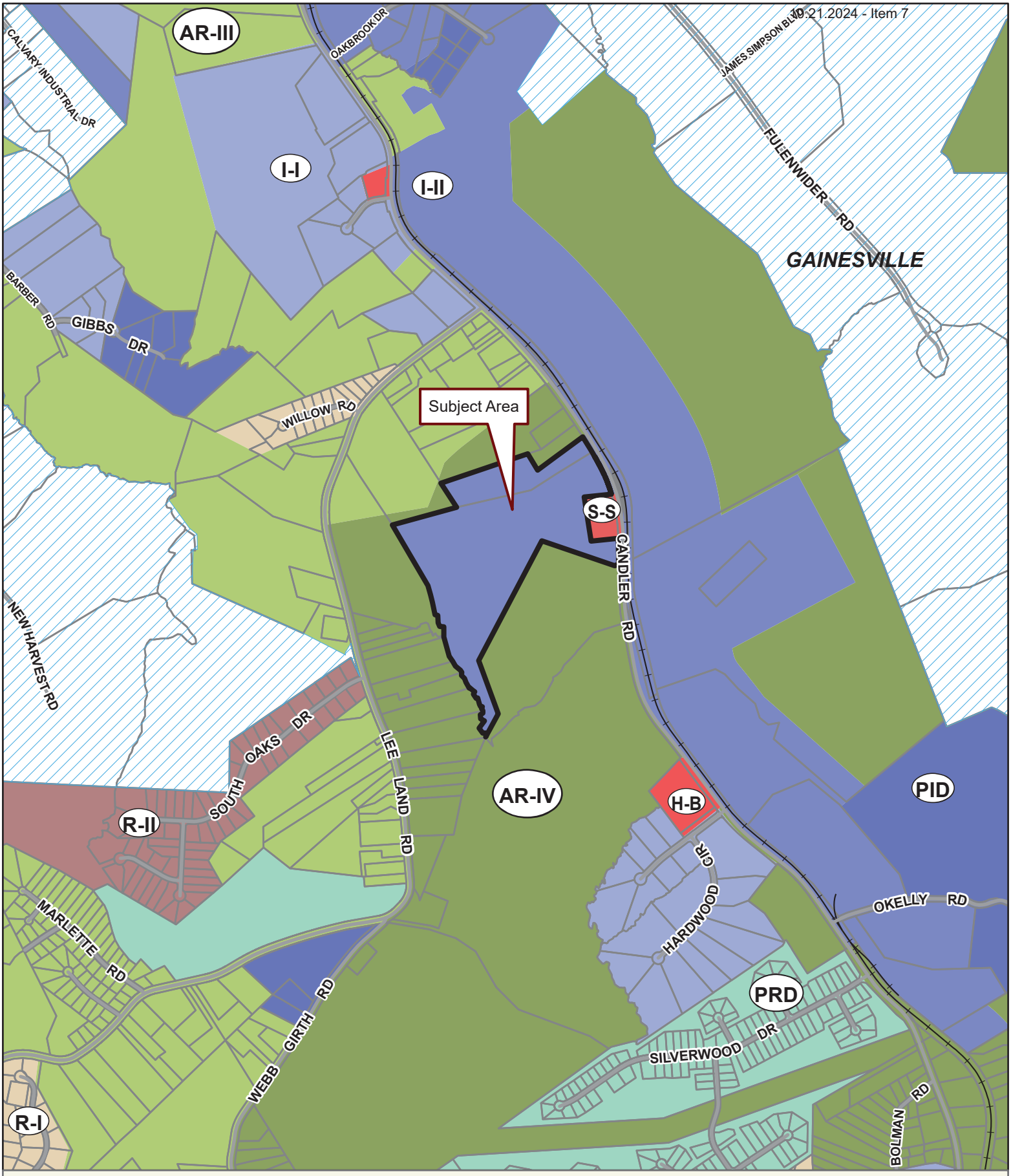
GSWCC LEVEL II #98324

DATE: AUGUST 30, 2024

SCALE: 1" = 100'

SHEET:
C1
JOB #21062

10.21.2024 Item 7

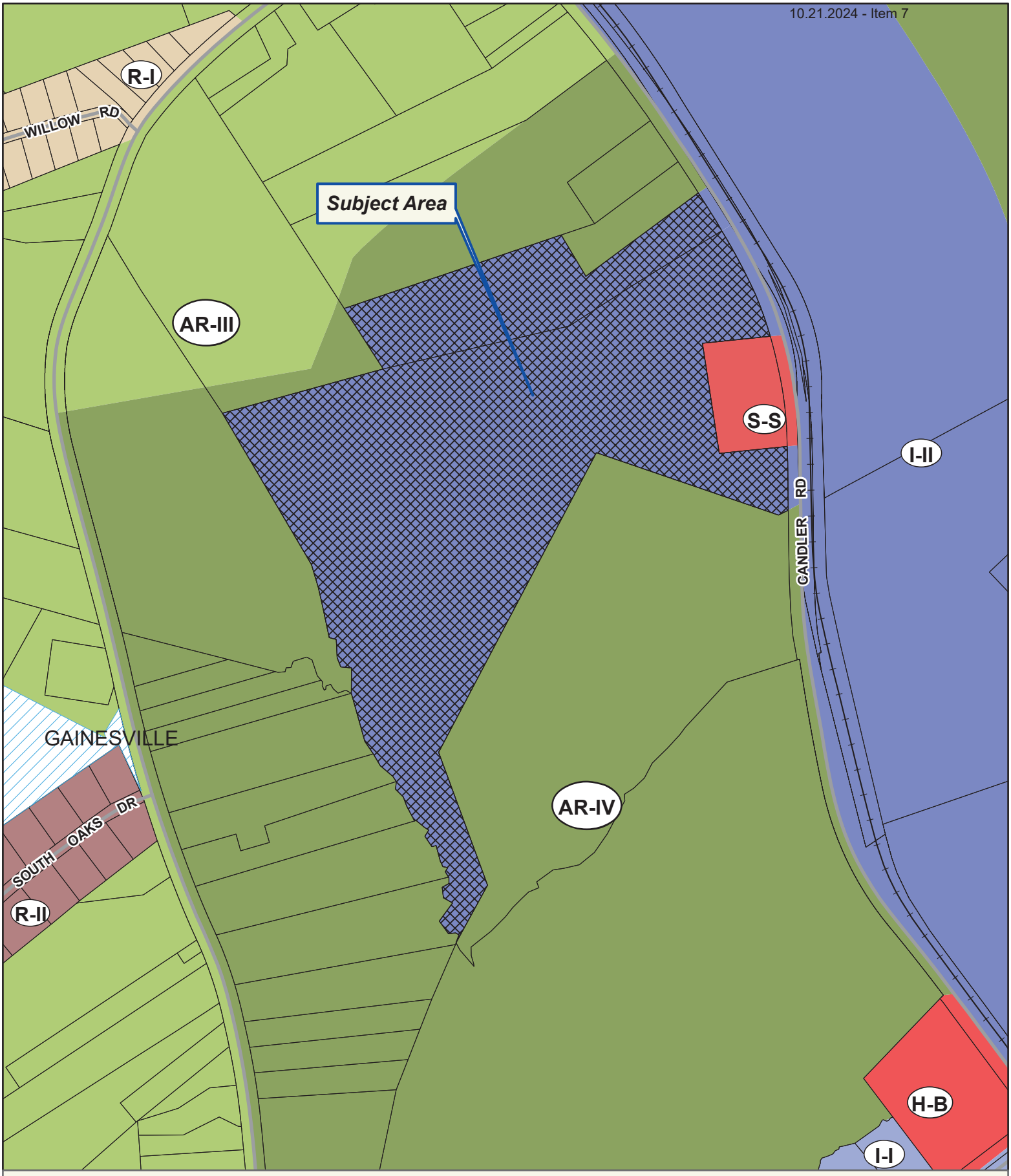



**Applicant:** PADEN M. DUNAGAN
**Tax Parcel #:** 15031A000001 & 000002
**Location:** 0 & 2010 CANDLER ROAD, GAINESVILLE, GA 30507
**Commission District 3** **PC Mtg. Date: 10/21/2024**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N




**Applicant:** PADEN M. DUNAGAN
**Tax Parcel #:** 15031A000001 & 000002
**Location:** 0 & 2010 CANDLER ROAD, GAINESVILLE, GA 30507
**Commission District 3** **PC Mtg. Date: 10/21/2024**

0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

**Applicant:** PADEN M. DUNAGAN
**Tax Parcel #:** 15031A000001 & 000002
**Location:** 0 & 2010 CANDLER ROAD, GAINESVILLE, GA 30507
**Commission District 3** **PC Mtg. Date: 10/21/2024**

0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area

N

10.21.2024 - Item 7

## BUILDING PROFILE

| | | | | | |
|---|---|---|---|---|---|
| A | Width (ft) | = 60 | Eave Height (ft) | = | 20 |
| | Length (ft) | = 100 | Roof Slope (Rise/12) | = | 1.0:12 |
| B | Width (ft) | = 16 | Eave Height (ft) | = | 21.33 |
| | Length (ft) | = 16 | Roof Slope (Rise/12) | = | 1.0:12 |

## BUILDING LOADS

A) THIS IS TO CERTIFY THAT THIS STRUCTURE IS DESIGNED UTILIZING THE LOADS INDICATED AND APPLIED AS REQUIRED BY GSBC 24 / IBC 18

B) THIS CERTIFICATION IS LIMITED TO THE STRUCTURAL DESIGN OF THE FRAMING AND COVERING PARTS MANUFACTURED BY THE BUILDING MANUFACTURER AND AS SPECIFIED IN THE CONTRACT. ACCESSORY ITEMS SUCH AS DOORS, WINDOWS, LOUVERS, TRANSLUCENT PANELS, VENTILATORS ARE NOT INCLUDED. ALSO EXCLUDED ARE OTHER PARTS OF THE PROJECT NOT PROVIDED BY THE BUILDING MANUFACTURER SUCH AS FOUNDATIONS, MASONRY WALLS, MECHANICAL EQUIPMENT AND THE ERECTION AND INSPECTION OF THE BUILDING. THE BUILDING SHOULD BE ERECTED ON A PROPERLY DESIGNED FOUNDATION IN ACCORDANCE WITH THE BUILDING MANUFACTURER'S DESIGN MANUAL, THE ATTACHED DRAWINGS, AND GOOD ERECTION PRACTICES. THE END USER AND/OR ENGINEER OF RECORD IS TO CONFIRM THAT THESE LOADS COMPLY WITH REQUIREMENTS OF THE LOCAL BUILDING DEPT.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| OCCUPANCY/RISK CATEGORY | II – Normal | Is 1.0000 | Ie 1.00 | | | | |
| WIND LOAD | ULTIMATE 110 MPH | NOMINAL 85.21 MPH | WIND EXPOSURE B | | | | |
| CLOSURE TYPE | Enclosed | INTERNAL WIND COEF. | −0.18 / 0.18 | | | | |
| GROUND SNOW LOAD | 5.00 PSF | ROOF SNOW LOAD 3.5 PSF | Ce 1.0000 | Ct 1.00 | | | |
| SNOW BANKING LOADS | PER CODE | | | | | | |
| COLLATERAL DEAD LOAD | 3 PSF | | | | | | |
| ROOF LIVE LOAD | 20.00 PSF (REDUCIBLE Yes ) | | | | | | |
| DEAD LOAD | 2.000 PSF (FOR ROOF PANELS AND PURLINS) | | | | | | |

STEEL SYSTEM NOT SPECIFICALLY DETAILED FOR SEISMIC RESISTANCE.

SEISMIC

SPECTRAL RESPONSE Ss 0.2146 S1 0.0896 Sds 0.2283 Sd1 0.1424

SITE CLASS d DESIGN RISK CATEGORY C Cs 0.0761

RESPONSE MODIFICATION FACTOR, R 3.000* FRAMES 3.000* BRACING

BASIC SEISMIC FORCE RESISTING SYSTEM (LATERAL DIRECTIONS) = ORDINARY STEEL MOMENT FRAMES

(A) BASIC SEISMIC FORCE RESISTING SYSTEM (ENDWALLS) = ORDINARY STEEL CONCENTRICALLY BRACED FRAMES

(B) BASIC SEISMIC FORCE RESISTING SYSTEM (ENDWALLS) = ORDINARY STEEL MOMENT FRAMES

(A) BASIC SEISMIC FORCE RESISTING SYSTEM (BSW) = ORDINARY STEEL CONC. BRACED FRAMES

(A) BASIC SEISMIC FORCE RESISTING SYSTEM (FSW) = ORDINARY STEEL MOMENT FRAMES

(B) BASIC SEISMIC FORCE RESISTING SYSTEM (LONGITUDINAL DIRECTIONS)= ORDINARY STEEL CONCENTRICALLY BRACED FRAMES

ANALYSIS PROCEDURE = EQUIVALENT LATERAL FORCE PROCEDURE

## SERVICEABILITY CRITERIA

| MINIMUM DESIGN DEFLECTIONS | | | | | |
|---|---|---|---|---|---|
| Endwall Column | = 180 | Roof Panel (Live) | = 60 | | |
| Endwall Rafter (Live) | = 180 | Roof Panel (Wind) | = 60 | | |
| Endwall Rafter (Wind) | = 180 | Rigid Frame (Horz) | = 60 | | |
| Wall Girt | = 90 | Rigid Frame (Vert) | = 180 | | |
| Roof Purlin (Live) | = 150 | Rigid Frame (Seismic) | = 50 | | |
| Roof Purlin (Wind) | = 150 | | | | |
| Wall Panel | = 60 | | | | |

## GENERAL NOTES

A) THE STRUCTURE UNDER THIS CONTRACT HAS BEEN DESIGNED AND DETAILED FOR THE LOADS AND CONDITIONS STIPULATED IN THE CONTRACT AND SHOWN ON THESE DRAWINGS. ANY ALTERATIONS TO THE STRUCTURAL SYSTEM OR REMOVAL OF ANY COMPONENT PARTS, OR THE ADDITION OF OTHER CONSTRUCTION MATERIALS OR LOADS MUST BE DONE UNDER THE ADVICE AND DIRECTION OF A REGISTERED ARCHITECT, CIVIL OR STRUCTURAL ENGINEER. THE BUILDING MANUFACTURER WILL ASSUME NO RESPONSIBILITY FOR ANY LOADS NOT INDICATED.

B) THIS METAL BUILDING IS DESIGNED WITH THE BUILDING MANUFACTURER'S STANDARD PRACTICES WHICH ARE BASED ON PERTINENT PROCEDURES AND RECOMMENDATIONS OF THE FOLLOWING ORGANIZATIONS AND CODES.

1. AMERICAN INSTITUTE OF STEEL CONSTRUCTION: " AISC SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS– ALLOWABLE STRESS DESIGN" AS ADOPTED BY THE BUILDING CODE REFERENCED IN "BUILDING LOADS" SECTION "A" ABOVE.
2. AMERICAN IRON AND STEEL INSTITUTE: "SPECIFICATION FOR THE DESIGN OF COLD FORMED STEEL STRUCTURAL MEMBERS" AS ADOPTED BY THE BUILDING CODE REFERENCED IN "BUILDING LOADS" SECTION "A" ABOVE.
3. AMERICAN WELDING SOCIETY: "STRUCTURAL WELDING CODE" AWS D1.1. AS ADOPTED BY THE BUILDING CODE REFERENCED IN "BUILDING LOADS" SECTION "A" ABOVE.
4. METAL BUILDING MANUFACTURER'S ASSOCIATION: "LOW RISE BUILDING SYSTEMS MANUAL" AS ADOPTED BY THE BUILDING CODE REFERENCED IN "BUILDING LOADS" SECTION "A" ABOVE.

C) 1) MATERIAL PROPERTIES OF STEEL PLATE USED IN THE FABRICATION OF PRIMARY RIGID FRAMES, AND OTHER PRIMARY STRUCTURAL EXCLUSIVE OF COLD–FORMED SECTIONS, CONFORM TO ASTM–A529 OR A572 . FLANGES AND WEB MATERIAL CONFORMS TO ASTM–A529 OR A572 GRADE 55 WITH A MINIMUM YIELD POINT OF 55,000 psi.

2) MATERIAL PROPERTIES OF HSS ROUND SECTIONS CONFORM TO ASTM–A500, GRADE B OR C WITH A MINIMUM YIELD POINT OF 42,000 psi.

3) MATERIAL PROPERTIES OF HSS RECT. OR SQUARE SECTIONS CONFORM TO ASTM–A500, GRADE B OR C WITH A MINIMUM YIELD POINT OF 46,000 psi.

4) MATERIAL PROPERTIES OF HOT ROLLED CHANNEL AND ANGLE MEMBERS CONFORM TO THE REQUIREMENTS OF ASTM–A992 WITHMINIMUM YIELD POINT OF 50,000 PSI. HOT ROLLED W–SHAPED MEMBERS CONFORM TO THE REQUIREMENTS OF ASTM–A992WITH MINIMUM YIELD POINT OF 50,000 PSI.

5) MATERIAL PROPERTIES OF COLD FORMED LIGHT GAGE STEEL MEMBERS CONFORM TO EITHER ASTM A653–06 GR 55 OR A1011–04 HSLAS GRADE 55 WITH YIELD OF 55,000 psi.

6) MATERIAL PROPERTIES OF ROOF/WALL SHEETING, BASE METAL CONFORM TO ASTM–A792 GRADES 80 CLASS 1, 2 OR 3 WITH A MINIMUM YIELD STRENGTH OF 80,000 PSI. COATING OF BASE MATERIAL IS 55% ALUMINUM–ZINC ALLOY IN ACCORDANCE WITH AZ55 SPECIFICATIONS.

7) CABLE UTILIZED FOR BRACING CONFORMS TO ASTM A475. CABLE BRACING IS TO BE INSTALLED TO A TAUT CONDITION.

8) ROD UTILIZED FOR BRACING MEMBERS CONFORM TO ASTM–A36 WITH MINIMUM YIELD POINT OF 36,000 PSI.

9) IT IS THE RESPONSIBILITY OF ERECTOR TO ENSURE PROPER BOLT TIGHTNESS IN ACCORDANCE WITH APPLICABLE "RCSC SPECIFICATION FOR STRUCTURAL JOINTS USING A–325 OR A–490 BOLTS". ALL A–325 BOLTS IN PRIMARY FRAMING MUST BE "SNUG–TIGHT", EXCEPT AS FOLLOWS:
"FULLY–PRETENSION" A–325 BOLTS IF:
a) BUILDING LOCATED IN A HIGH SEISMIC AREA. FOR IBC–BASED CODE, "HIGH SEISMIC AREA" IS DEFINED AS "SEISMIC DESIGN CATEGORY" OF "D", "E" OR "F".
b) BUILDING SUPPORTS A CRANE SYSTEM WITH A CAPACITY GREATER THAN 5.00 TONS.
c) BUILDING SUPPORTS MACHINERY THAT CREATES VIBRATION, IMPACT OR STRESS – REVERSALS ON THE CONNECTIONS.
d) ANY CONNECTION DESIGNATED IN THESE DRAWINGS AS "A–325 – SC".

10) SECONDARY MEMBERS AND FLANGE BRACE CONNECTIONS SHALL ALWAYS BE SNUG TIGHT, UNO.

11) ANCHOR BOLTS 3/4" IN DIAMETER THRU 1 1/4" IN DIAMETER CONFORM TO A.S.T.M. F1554 GR. 36. ANCHOR BOLTS 1/2" IN DIAMETER CONFORM TO A.S.T.M. A–307.

D) UNLESS NOTED OTHERWISE ON FRAMING COLOR CHART: ALL STEEL MEMBERS EXCEPT BOLTS, FASTENERS, CABLE AND RODS SHALL RECEIVE ONE COAT OF STANDARD RED OXIDE SHOP PRIMER.

E) SHOP AND FIELD INSPECTIONS AND ASSOCIATED FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS STIPULATED OTHERWISE IN THE CONTRACT.

## APPROVAL NOTES

THE FOLLOWING CONDITIONS APPLY IN THE EVENT THAT THESE DRAWINGS ARE USED AS APPROVAL DRAWINGS:

A) IT IS IMPERATIVE THAT ANY CHANGES TO THESE DRAWINGS:
1) BE MADE IN CONTRASTING INK.
2) HAVE ALL INSTANCES OF CHANGE CLEARLY INDICATED.
3) BE LEGIBLE AND UNAMBIGUOUS.

B) DATED SIGNATURE IS REQUIRED ON ALL PAGES.

C) MANUFACTURER RESERVES THE RIGHT TO RESUBMIT DRAWINGS WITH EXTENSIVE OR COMPLEX CHANGES REQUIRED TO AVOID MISFABRICATION. THIS MAY IMPACT THE DELIVERY SCHEDULE.

D) APPROVAL OF THESE DRAWINGS INDICATES CONCLUSIVELY THAT THE MANUFACTURER HAS CORRECTLY INTERPRETED THE CONTRACT REQUIREMENTS, AND FURTHER CONSTITUTES AGREEMENT THAT THE BUILDING AS DRAWN, OR AS DRAWN WITH INDICATED CHANGES REPRESENTS THE TOTAL OF THE MATERIALS TO BE SUPPLIED BY MANUFACTURER.

E) ANY CHANGES NOTED ON THE DRAWINGS NOT IN CONFORMANCE WITH THE TERMS AND REQUIREMENTS OF THE CONTRACT BETWEEN MANUFACTURER AND ITS CUSTOMER ARE NOT BINDING ON MANUFACTURER UNLESS SUBSEQUENTLY SPECIFICALLY ACKNOWLEDGED AND AGREED TO IN WRITING BY CHANGE ORDER OR SEPARATE DOCUMENTATION. MANUFACTURER RECOGNIZES THAT RUBBER STAMPS ARE ROUTINELY USED FOR INDICATING APPROVAL, DISAPPROVAL, REJECTION, OR MERE REVIEW OF THE DRAWINGS SUBMITTED. HOWEVER, MANUFACTURER DOES NOT ACCEPT CHANGES OR ADDITIONS TO CONTRACTUAL TERMS AND CONDITIONS THAT MAY APPEAR WITH USE OF A STAMP OR SIMILAR INDICATION OF APPROVAL, DISAPPROVAL, ETC. SUCH LANGUAGE APPLIED TO MANUFACTURER'S DRAWINGS BY THE CUSTOMER, ARCHITECT, ENGINEER, OR ANY OTHER PARTY WILL BE CONSIDERED AS UNACCEPTABLE ALTERATIONS TO THESE DRAWING NOTES, AND WILL NOT ALTER THE CONTRACTUAL RIGHTS AND OBLIGATIONS EXISTING BETWEEN MANUFACTURER AND ITS CUSTOMER.

## SAFETY COMMITMENT

A) THE BUILDING MANUFACTURER HAS A COMMITMENT TO MANUFACTURE QUALITY BUILDING COMPONENTS THAT CAN BE SAFELY ERECTED. HOWEVER, THE SAFETY COMMITMENT AND JOB SITE PRACTICES OF THE ERECTOR ARE BEYOND THE CONTROL OF THE BUILDING MANUFACTURER.

B) IT IS STRONGLY RECOMMENDED THAT SAFE WORKING CONDITIONS AND ACCIDENT PREVENTION PRACTICES BE THE TOP PRIORITY OF ANY JOB SITE.

C) LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS SHOULD ALWAYS BE FOLLOWED TO HELP INSURE WORKER SAFETY.

D) MAKE CERTAIN ALL EMPLOYEES KNOW THE SAFEST AND MOST PRODUCTIVE WAY OF ERECTING A BUILDING. EMERGENCY PROCEDURES SHOULD BE KNOWN TO ALL EMPLOYEES.

E) DAILY MEETINGS HIGHLIGHTING SAFETY PROCEDURES ARE ALSO RECOMMENDED. THE USE OF HARD HATS, RUBBER SOLE SHOES FOR ROOF WORK, PROPER EQUIPMENT FOR HANDLING MATERIAL, AND SAFETY NETS WHERE APPLICABLE, ARE RECOMMENDED.

## ERECTOR / CONTRACTOR RESPONSIBILITIES

A) IT IS THE RESPONSIBILITY OF THE ERECTOR/CONTRACTOR TO INSURE THAT ALL PROJECT PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE REQUIREMENTS OF ANY GOVERNING BUILDING AUTHORITIES. THE SUPPLYING OF SEALED ENGINEERING DATA AND DRAWINGS FOR THE METAL BUILDING SYSTEM DOES NOT IMPLY OR CONSTITUTE AN AGREEMENT THAT THE BUILDING MANUFACTURER OR ITS DESIGN ENGINEER IS ACTING AS THE ENGINEER OF RECORD OR DESIGN PROFESSIONAL FOR A CONSTRUCTION PROJECT.

B) THE CONTRACTOR MUST SECURE ALL REQUIRED APPROVALS AND PERMITS FROM THE APPROPRIATE AGENCY AS REQUIRED.

C) APPROVAL OF THE MANUFACTURER'S DRAWINGS AND CALCULATIONS INDICATE THAT THE BUILDING MANUFACTURER CORRECTLY INTERPRETED AND APPLIED THE REQUIREMENTS OF THE CONTRACT DRAWINGS AND SPECIFICATIONS. (SECT. 4.4.1 AISC CODE OF STANDARD PRACTICES, LATEST ED.)

D) WHERE DISCREPANCIES EXIST BETWEEN THE MANUFACTURER'S STRUCTURAL STEEL PLANS AND THE PLANS FOR OTHER TRADES, THE STRUCTURAL STEEL PLANS SHALL GOVERN. (SECT. 3.3 AISC CODE OF STANDARD PRACTICE LATEST ED.)

E) DESIGN CONSIDERATIONS OF ANY MATERIALS IN THE STRUCTURE WHICH ARE NOT FURNISHED BY THE BUILDING MANUFACTURER ARE THE RESPONSIBILITY OF THE CONTRACTORS AND ENGINEERS OTHER THAN THE BUILDING MANUFACTURER'S ENGINEERS UNLESS SPECIFICALLY INDICATED.

F) THE ERECTOR/CONTRACTOR IS RESPONSIBLE FOR ALL ERECTION OF STEEL AND ASSOCIATED WORK IN COMPLIANCE WITH THE BUILDING MANUFACTURER'S "FOR CONSTRUCTION" DRAWINGS.

G) PRODUCTS SHIPPED TO ERECTOR/CONTRACTOR OR HIS CUSTOMER SHALL BE INSPECTED BY ERECTOR/CONTRACTOR IMMEDIATELY UPON ARRIVAL. CLAIMS FOR SHORTAGES OR DEFECTIVE MATERIAL IF NOT PACKAGED MUST BE SENT TO THE MANUFACTURER IN WRITING WITHIN FIVE (5) DAYS AFTER RECEIPT OF THE SHIPMENT. HOWEVER, IF A DEFECT IS OF SUCH A NATURE THAT REASONABLE VISUAL INSPECTION WOULD FAIL TO DISCLOSE IT, THEN THE CLAIM MUST BE MADE WITHIN FIVE (5) DAYS AFTER THE ERECTOR/CONTRACTOR LEARNS OF THE DEFECT. THE MANUFACTURER WILL NOT BE LIABLE FOR ANY DEFECT UNLESS CLAIM IS MADE WITHIN ONE (1) YEAR AFTER DATE OF THE ORIGINAL SHIPMENT BY THE MANUFACTURER TO CONTRACTOR OR HIS CUSTOMER. THE MANUFACTURER WILL BE GIVEN A REASONABLE OPPORTUNITY TO INSPECT DEFECTIVE MATERIALS UPON RECEIPT OF CLAIM BY CONTRACTOR.
IF A DEFECT IS OF SUCH NATURE THAT IT CAN BE REMEDIED BY A FIELD OPERATION AT THE JOB SITE WITHOUT THE NECESSITY OF RETURNING THE MATERIAL TO THE MANUFACTURER, THEN UPON WRITTEN AUTHORIZATION OF THE MANUFACTURER THE CONTRACTOR MAY REPAIR OR CAUSE THE MATERIAL TO BE REPAIRED AND THE MANUFACTURER WILL REIMBURSE THE CONTRACTOR FOR THE COST OF THE REPAIR IN ACCORDANCE WITH THE WRITTEN AUTHORIZATION.
THE CORRECTION OF MINOR MISFITS BY THE USE OF DRIFT PINS TO DRAW THE COMPONENTS IN TO LINE, MODERATE AMOUNTS OF REAMING,CHIPPING AND CUTTING, AND THE REPLACEMENT OF MINOR SHORTAGES OF MATERIAL ARE A NORMAL PART OF ERECTION AND ARE NOT SUBJECT TO CLAIM.

H) ALL BRACING AS SHOWN AND PROVIDED BY THE MANUFACTURER FOR THIS BUILDING IS REQUIRED AND SHALL BE INSTALLED BY THE ERECTOR AS A PERMANENT PART OF THE STRUCTURE.

I) TEMPORARY SUPPORTS, SUCH AS TEMPORARY GUYS, BRACES, FALSE WORK, CRIBBING OR OTHER ELEMENTS REQUIRED FOR THE ERECTION OPERATION WILL BE DETERMINED AND FURNISHED AND INSTALLED BY THE ERECTOR. THESE TEMPORARY SUPPORTS WILL SECURE THE STEEL FRAMING, OR ANY PARTLY ASSEMBLED STEEL FRAMING, AGAINST LOADS COMPARABLE IN INTENSITY TO THOSE FOR WHICH THE STRUCTURE WAS DESIGNED, RESULTING FROM WIND, SEISMIC FORCES AND ERECTION OPERATIONS, BUT NOT THE LOADS RESULTING FROM THE PERFORMANCE OF WORK BY OR THE ACTS OF OTHERS, NOR SUCH UNPREDICTABLE LOADS AS THOSE DUE TO TORNADO, EXPLOSION OR COLLISION. (SECT. 7.10.3 AISC CODE OF STANDARD PRACTICE, LATEST ED.)

J) METAL BUILDING MANUFACTURER IS NOT RESPONSIBLE FOR THE DESIGN,MATERIAL AND WORKMANSHIP OF FOUNDATION. ANCHOR BOLT PLANS PREPARED BY MBM ARE INTENDED TO SHOW ONLY LOCATION, DIAMETER AND PROJECTION OF THE ANCHOR RODS REQUIRED TO ATTACH THE METAL BUILDING SYSTEM TO FOUNDATION. IT IS RESPONSIBILITY OF THE END CUSTOMER TO ENSURE THAT ADEQUATE PROVISIONS ARE MADE FOR SPECIFYING ROD EMBEDMENT, BEARING VALUES, TIE RODS AND OTHER ASSOCIATED ITEMS EMBEDDED IN THE CONCRETE FOUNDATION, AS WELL AS FOUNDATION DESIGN FOR THE LOADS IMPOSED BY MB SYSTEM, OTHER IMPOSED LOAD, AND THE BEARING CAPACITY OF THE SOIL AND OTHER CONDITIONS OF THE BUILDING SITE (MBMA 06 SECTIONS 3.2.2 AND A3)

K) METAL BUILDING MANUFACTURER DOES NOT PROVIDE ANY FIELD SUPERVISION FOR THE ERECTION, NOR DOES MBM PERFORM ANY INSPECTIONS DURING OR AFTER ERECTION.

| COMPONENTS & CLADDING (unfactored) | | | | | |
|---|---|---|---|---|---|
| (A) Wall Field Values | = | 16.843 | psf | / | −18.247 psf |
| Wall Edge Values | = | 16.843 | psf | / | −22.457 psf |
| (B) Wall Field Values | = | 16.843 | psf | / | −16.843 psf |
| Wall Edge Values | = | 16.843 | psf | / | −30.879 psf |

HORNET STEEL BUILDINGS, INC.
GA COA#: PEF006160
EXPIRATION: 06/30/2024

IT IS THE RESPONSIBILITY OF THE CUSTOMER TO PROVIDE ALL DOCUMENTATION REQUIRED FOR ANY ACCESSORIES NOT PROVIDED BY MBM TO THEIR LOCAL PERMITTING OFFICE. ALL ACCESSORIES MUST COMPLY AND MEET ALL DESIGN REQUIREMENTS PER LOCAL CODES.

ALL VEHICULAR FRAMED OPENINGS SUPPLIED ON THIS PROJECT HAVE BEEN DESIGNED TO SUPPORT WIND LOADS NORMAL TO A DOOR SYSTEM, BASED ON THE STANDARD BUILDING CODE CRITERIA. THE VEHICULAR FRAMED OPENING HAS NOT BEEN DESIGNED FOR ANY ADDITIONAL MOMENT OR CATENARY FORCE FROM THE DOOR SYSTEM. ANY CHANGES TO THE INFORMATION SHOWN HERE WOULD REQUIRE AN ENGINEERING INVESTIGATION AND POSSIBLE BUILDING REINFORCEMENT.

### FRAMING COLORS

Rigid Frame: RO
Flange brace: RO
Angle: RO

RO = Red Oxide
GP = Grey Primer
GZ = Galvanized

| | Grt | Pur | EvSt | Jmb | BB | Endwall Col | Endwall Raf |
|---|---|---|---|---|---|---|---|
| U SECTION: | RO | RO | RO | RO | RO | RO | RO |
| C SECTION: | RO | RO | RO | RO | RO | RO | RO |
| D SECTION: | RO | RO | RO | RO | RO | RO | RO |
| Z SECTION: | RO | RO | RO | RO | RO | RO | RO |
| E SECTION: | RO | RO | RO | RO | RO | RO | RO |
| R SECTION: | RO | RO | RO | RO | RO | RO | RO |
| W SECTION: | RO | RO | RO | RO | RO | RO | RO |

WHEN GALVANIZED PROVIDED: ALL FINISHED PRIMARY BUILT–UP AND HOT ROLL MEMBERS ARE HOT DIPPED GALVANIZED. ALL SECONDARY COLD FORMED MEMBERS ARE PRE–GALVANIZED.

IAS ACCREDITED Metal Building Systems AC 472

BUILDING DESIGNED & MANUFACTURED BY AN IAS ACCREDITED FACILITY.

| COLORS: | |
|---|---|
| ROOF: | GALVALUME |
| WALLS: | ASH GRAY |
| GABLE: | CHARCOAL GRAY |
| EAVE: | CHARCOAL GRAY |
| CORNER: | ASH GRAY |
| FRAMED OPENINGS: | CHARCOAL GRAY |
| GUTTER: | CHARCOAL GRAY |
| DOWNSPOUTS: | CHARCOAL GRAY |
| BASE: | BURNISHED SLATE |

DCI
Pre-Engineered Metal Buildings

## DRAWING INDEX

| REV. | PAGE | DESCRIPTION |
|---|---|---|
| | 0 | COVER PAGE |
| | 1 | ANCHOR BOLT LAYOUT |
| | 1.1 | ANCHOR BOLT DETAILS |
| | 1.2–1.3 | ANCHOR BOLT REACTIONS |
| | 2 | ROOF FRAMING LAYOUT |
| | 2.1–2.4 | RIGID FRAME CROSS SECTION |
| | 3–3.2 | ENDWALL FRAMING LAYOUT |
| | 4–4.2 | SIDEWALL FRAMING LAYOUT |
| | 5–5.5 | FRAMING DETAILS |
| | 6 | ROOF PANELS & TRIM |
| | 6.1 | ROOF PANEL DETAILS |
| | 7 | SIDEWALL PANEL DETAILS |
| | 8 | ENDWALL PANEL DETAILS |
| | 9 | SPECIAL DETAILS |

BUILDING CODE SPECIFICATIONS REQUIRE CONSIDERATION OF SNOW SURCHARGES FOR ANY LOWER ROOF OF A STRUCTURE LOCATED WITHIN 20ft OF A HIGHER STRUCTURE. INFORMATION SUPPLIED TO THE METAL BUILDING SUPPLIER DOES NOT INDICATE PRESENCE OF A SHADOWING STRUCTURE WITHIN THIS 20ft. ENVELOPE, AND AS SUCH, SNOW SURCHARGES HAVE NOT BEEN CONSIDERED IN THE DESIGN OF THE BUILDING(S) SHOWN ON THESE PLANS. 2

THIS PROJECT IS DESIGNED AS AN ENCLOSED BUILDING. ACCESSORIES (DOORS, WINDOWS, ETC.) BY OTHERS MUST BE DESIGNED AS "COMPONENTS AND CLADDING" IN ACCORDANCE TO SPECIFIC WIND PROVISIONS OF REFERENCED BUILDING CODE. 3

FOR OCCUPANCY (RISK) CATEGORY I OR II, IBC PROVISIONS INDICATE THAT SINGLE–STORY BUILDINGS SHALL HAVE "NO DRIFT LIMIT" PROVIDED THAT INTERIOR WALLS, PARTITIONS, CEILINGS AND EXTERIOR WALL SYSTEMS HAVE BEEN DESIGNED TO ACCOMMODATE THE SEISMIC STORY DRIFTS. INTERIOR WALLS, PARTITIONS, CEILINGS OR EXTERIOR SYSTEMS NOT PROVIDED BY MBM SHALL BE DESIGNED AND DETAILED BY OTHERS TO ACCOMODATE THE SEISMIC STORY DRIFTS. 4

GEORGIA REGISTERED No. SE001188 STRUCTURAL ENGINEER WAYNE BRAD BAKER
2/16/24

## DRAWING STATUS

☐ FOR APPROVAL: THESE DRAWINGS, BEING FOR APPROVAL, ARE BY DEFINITION NOT FINAL, AND ARE FOR CONCEPTUAL REPRESENTATION ONLY. THEIR PURPOSE IS TO CONFIRM PROPER INTERPRETATION OF THE PROJECT DOCUMENTS. ONLY DRAWINGS ISSUED "FOR CONSTRUCTION" CAN BE CONSIDERED AS COMPLETE.

☒ FOR PERMIT: THESE DRAWINGS, BEING FOR PERMIT, ARE BY DEFINITION NOT FINAL IN THAT, AS A MINIMUM, PIECE MARKINGS ARE NOT IDENTIFIED. ONLY DRAWINGS ISSUED "FOR CONSTRUCTION" CAN BE CONSIDERED AS COMPLETE.

☐ FOR CONSTRUCTION: THESE DRAWINGS ARE FINAL AND ISSUED FOR FIELD USE FOR BUILDING ERECTION

| ISSUE | DATE | CHK | DET |
|---|---|---|---|
| | | | |

FOR: PADEN DUNAGAN
2010 CANDLER ROAD
GAINESVILLE, GA 30501

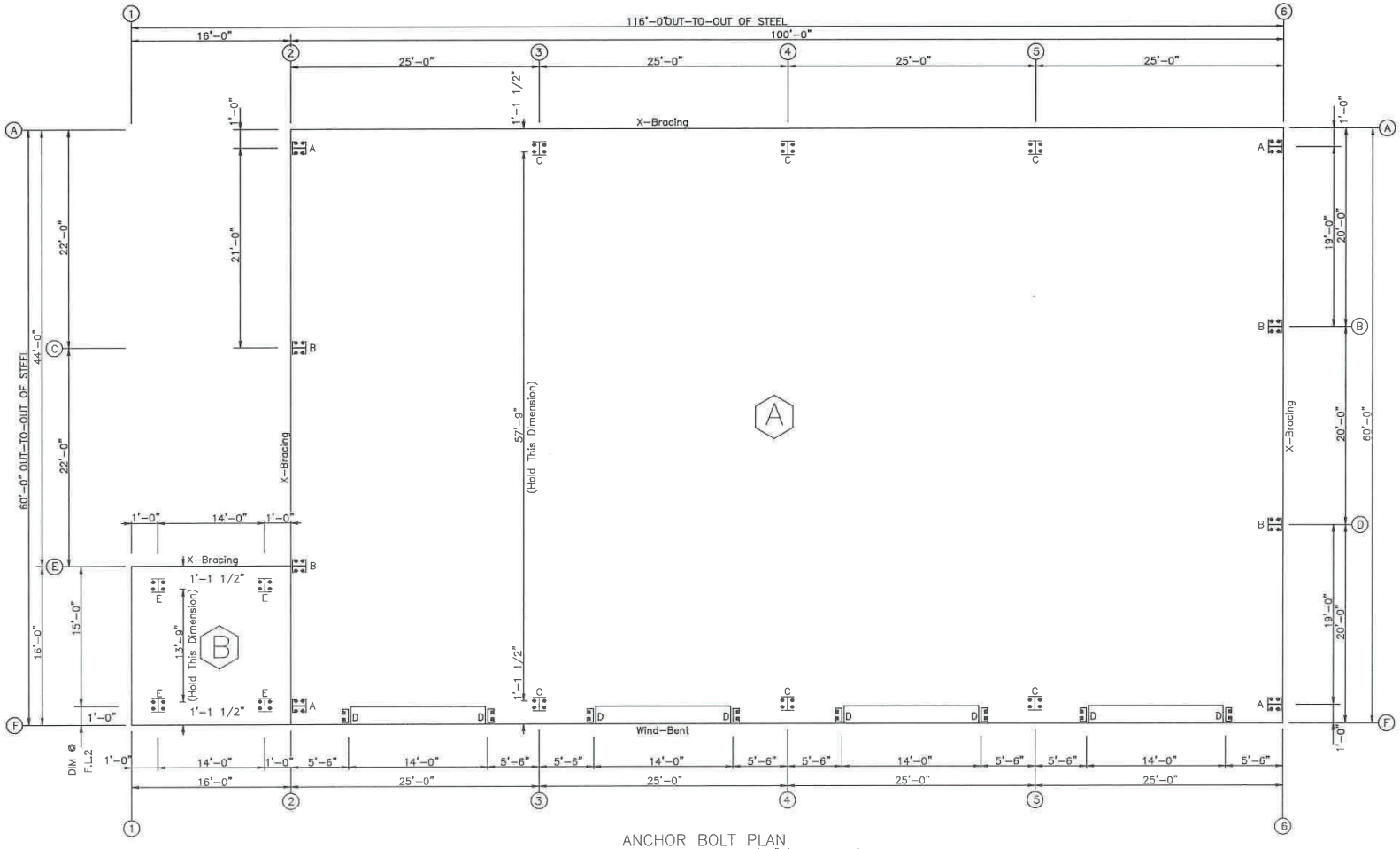
JOBSITE: GAINESVILLE, GA 30501

FROM: DCI METAL BUILDINGS
908 PINE ST.
GAINESVILLE, GA 30501

10.21.2024 Item 7

JOB NO : 8452
DATE : 2/ 2/24
BY : CTW
SCALE : NONE
TITLE : COVER PAGE
NUMBER : PAGE 0

⊠ Dia= 5/8"
⊕ Dia= 3/4"




ANCHOR BOLT PLAN
NOTE: All Base Plates @ 100'-0" (Unless Noted)

NOTE: ALL FIELD LOCATED FRAMED OPENING LOCATIONS SHALL BE AT THE DISCRETION OF THE ERECTOR/CUSTOMER. IT IS RECOMMENDED THAT THESE ANCHORS BE LOCATED AT TIME OF ERECTION.

FIELD LOCATE:
(3) 3070 WALKDOORS
(2) 3'-0" x 5'-0" FRAMED OPENING

GEORGIA REGISTERED No. SE001188 STRUCTURAL ENGINEER WAYNE BRAD BAKER
2/16/24

HORNET STEEL BUILDINGS, INC.
GA COA#: PEF006160
EXPIRATION: 06/30/2024

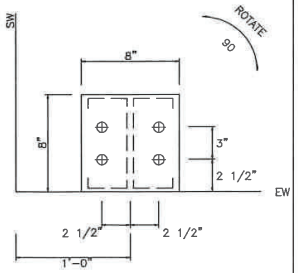
| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN
JOB NO: 8452
DATE: 2/ 5/24
LOCATION: GAINESVILLE, GA 30501
DRAWING NAME: ANCHOR BOLT LAYOUT
DRAWING NO: PAGE 1
DRAWN BY: CTW
CHECKED BY: SPW
SCALE: NONE

10.21.2024 - Item 7

Dia= 3/4"




DETAIL A

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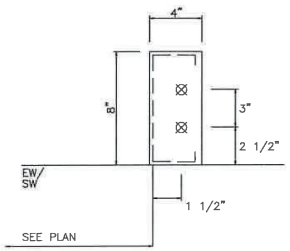


DETAIL D

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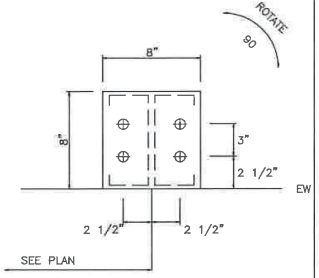


DETAIL B

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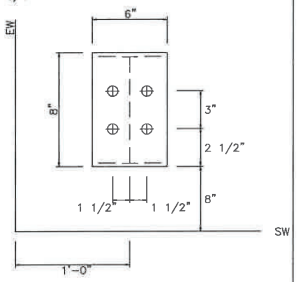
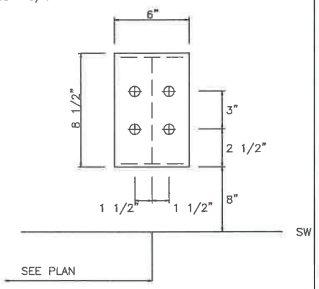
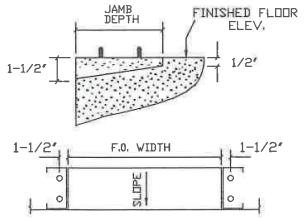



DETAIL E

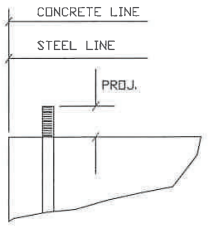
Dia= 3/4"




DETAIL C




TYP. O.H. DOOR RECESS DETAIL




ANCHOR BOLT PROJECTION

GEORGIA REGISTERED No. SE001188 STRUCTURAL ENGINEER WAYNE BRAD BAKER
2/16/24

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 | DATE: 2/ 5/24

LOCATION: GAINESVILLE, GA 30501

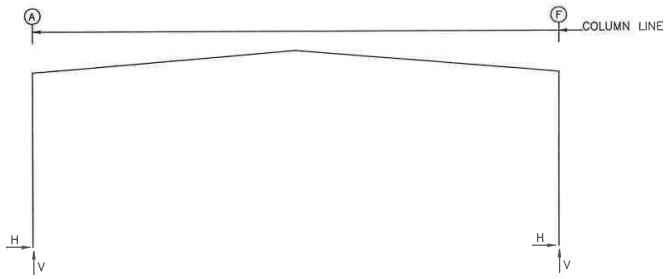
DRAWING NAME: ANCHOR BOLT DETAILS

HORNET STEEL BUILDINGS, INC.
GA COA#: PEF005160
EXPIRATION: 06/30/2024

DRAWING NO: PAGE 1.1 | DRAWN BY: CTW | CHECKED BY: SPW | SCALE: NONE

10.21.2024 - Item 7

FRAME LINES: 3 4 5




## RIGID FRAME: ANCHOR BOLTS & BASE PLATES

| Frm Line | Col Line | Anc. Bolt Qty | Bolt Dia | Base Plate (in) Width | Length | Thick | Grout (in) |
|---|---|---|---|---|---|---|---|
| 3* | A | 4 | 0.750 | 6.000 | 8.500 | 0.375 | 0.0 |
| 3* | F | 4 | 0.750 | 6.000 | 8.500 | 0.375 | 0.0 |

3* Frame lines: 3 4 5

## ENDWALL COLUMN: ANCHOR BOLTS & BASE PLATES

| Frm Line | Col Line | Anc. Bolt Qty | Bolt Dia | Base Plate (in) Width | Length | Thick | Grout (in) |
|---|---|---|---|---|---|---|---|
| 2 | A | 4 | 0.750 | 8.000 | 8.000 | 0.375 | 0.0 |
| 2 | C | 4 | 0.750 | 8.000 | 8.000 | 0.375 | 0.0 |
| 2 | E | 4 | 0.750 | 8.000 | 8.000 | 0.375 | 0.0 |
| 2 | F | 4 | 0.750 | 8.000 | 8.000 | 0.375 | 0.0 |
| 6 | F | 4 | 0.750 | 8.000 | 8.000 | 0.375 | 0.0 |
| 6 | D | 4 | 0.750 | 8.000 | 8.000 | 0.375 | 0.0 |
| 6 | B | 4 | 0.750 | 8.000 | 8.000 | 0.375 | 0.0 |
| 6 | A | 4 | 0.750 | 8.000 | 8.000 | 0.375 | 0.0 |

## NOTES FOR REACTIONS

Building reactions are based on the following building data:

| | |
|---|---|
| Width (ft) | = 60.0 |
| Length (ft) | = 100.0 |
| Eave Height (ft) | = 20.0/ 20.0 |
| Roof Slope (Rise/12) | = 1.0/ 1.0 |
| Dead Load (psf) | = 2.0 |
| Collateral Load (psf) | = 3.0 |
| Roof Live Load(psf ) | = 20.0 |
| Frame Live Load(psf ) | = 12.0 |
| Snow Load (psf) | = 3.5 |
| Wind Speed (mph ) | = 110.0 |
| Wind Code | = GSBC 24 (IBC 18) |
| Exposure | = B |
| Closure | = Enclosed |
| Importance Wind | = 1.00 |
| Importance Seismic | = 1.00 |
| Seismic Zone | = C |
| Seismic Coeff (Fa*Ss) | = 0.34 |

## BUILDING BRACING REACTIONS

| Wall Loc | Wall Line | Col Line | ± Reactions(k) Wind Horz | Wind Vert | Seismic Horz | Seismic Vert | Panel Shear (lb/ft) Wind | Seis | Note |
|---|---|---|---|---|---|---|---|---|---|
| L_EW | 2 | C,E | 2.3 | 2.1 | 0.5 | 0.5 | | | |
| F_SW | F | 3,4 | 2.6 | 3.7 | 0.9 | 1.3 | | | (b) |
| R_EW | 6 | D,B | 2.3 | 2.3 | 0.5 | 0.5 | | | |
| B_SW | A | 4,3 | 5.1 | 3.7 | 1.8 | 1.3 | | | |

(b)Wind bent in bay, base above finish floor

Reactions for seismic represent shear force, Eh

## RIGID FRAME: BASIC COLUMN REACTIONS (k)

| Frame Line | Column Line | Dead Horiz | Dead Vert | Collateral Horiz | Collateral Vert | Live Horiz | Live Vert | Snow Horiz | Snow Vert | Wind_Left1 Horiz | Wind_Left1 Vert | Wind_Right1 Horiz | Wind_Right1 Vert |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3* | A | 1.1 | 2.3 | 1.3 | 2.3 | 5.2 | 9.0 | 1.5 | 2.6 | −8.8 | −11.9 | −0.4 | −6.9 |
| 3* | F | −1.1 | 2.3 | −1.3 | 2.3 | −5.2 | 9.0 | −1.5 | 2.6 | 0.4 | −6.9 | 8.8 | −11.9 |

| Frame Line | Column Line | Wind_Left2 Horiz | Wind_Left2 Vert | Wind_Right2 Horiz | Wind_Right2 Vert | Wind_Long1 Horiz | Wind_Long1 Vert | Wind_Long2 Horiz | Wind_Long2 Vert | Seismic_Left Horiz | Seismic_Left Vert | Seismic_Right Horiz | Seismic_Right Vert |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3* | A | −8.5 | −7.1 | 0.1 | −2.1 | −2.4 | −10.3 | −2.8 | −8.4 | −0.4 | −0.3 | 0.4 | 0.3 |
| 3* | F | −0.1 | −2.1 | 8.5 | −7.1 | 2.8 | −8.4 | 2.4 | −10.3 | −0.4 | 0.3 | 0.4 | −0.3 |

| Frame Line | Column Line | MIN_SNOW Horiz | MIN_SNOW Vert | F1UNB_SL_L Horiz | F1UNB_SL_L Vert | F1UNB_SL_R Horiz | F1UNB_SL_R Vert |
|---|---|---|---|---|---|---|---|
| 3* | A | 2.2 | 3.7 | 1.6 | 2.9 | 1.6 | 1.7 |
| 3* | F | −2.2 | 3.7 | −1.6 | 1.7 | −1.6 | 2.9 |

3* Frame lines: 3 4 5

## ENDWALL COLUMN: BASIC COLUMN REACTIONS (k)

| Frm Line | Col Line | Dead Vert | Collat Vert | Live Vert | Snow Vert | Wind Left1 Vert | Wind Right1 Vert | Wind Left2 Vert | Wind Right2 Vert | Wind Press Horz | Wind Suct Horz | Wind Long1 Vert | Wind Long2 Vert |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2 | A | 0.4 | 0.3 | 2.3 | 0.4 | −2.0 | −1.3 | −1.3 | −0.5 | −1.7 | 1.7 | −2.2 | −1.3 |
| 2 | C | 1.2 | 1.0 | 6.3 | 1.1 | −5.4 | −3.5 | −3.7 | −1.9 | −3.5 | 3.5 | −5.1 | −3.5 |
| 2 | E | 0.9 | 0.8 | 5.1 | 0.9 | −2.5 | −4.7 | −1.1 | −3.3 | −3.0 | 3.0 | −2.5 | −4.5 |
| 2 | F | 0.3 | 0.2 | 1.6 | 0.3 | −1.0 | −1.3 | −0.4 | −0.8 | −1.2 | 1.2 | −1.0 | −1.5 |

| Frm Line | Col Line | Seis Left Vert | Seis Right Vert | Seis Long Vert | MIN_SNOW Horz | MIN_SNOW Vert | E1UNB_SL_L Horz | E1UNB_SL_L Vert | E1UNB_SL_R Horz | E1UNB_SL_R Vert |
|---|---|---|---|---|---|---|---|---|---|---|
| 2 | A | 0.0 | 0.0 | 0.0 | 0.0 | 0.6 | 0.0 | 0.4 | 0.0 | 0.1 |
| 2 | C | 0.0 | 0.0 | 0.0 | 0.0 | 1.6 | 0.0 | 1.6 | 0.0 | 0.7 |
| 2 | E | 0.0 | 0.0 | 0.0 | 0.0 | 1.3 | 0.0 | 0.3 | 0.0 | 1.4 |
| 2 | F | 0.0 | 0.0 | 0.0 | 0.0 | 0.4 | 0.0 | 0.1 | 0.0 | 0.2 |

| Frm Line | Col Line | Dead Vert | Collat Vert | Live Vert | Snow Vert | Wind Left1 Vert | Wind Right1 Vert | Wind Left2 Vert | Wind Right2 Vert | Wind Press Horz | Wind Suct Horz | Wind Long1 Vert | Wind Long2 Vert |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 6 | F | 0.4 | 0.3 | 2.0 | 0.4 | −1.8 | −1.2 | −1.1 | −0.5 | −1.5 | 1.6 | −2.0 | −1.2 |
| 6 | D | 0.9 | 0.8 | 5.2 | 1.0 | −4.9 | −2.8 | −3.5 | −1.4 | −3.1 | 3.1 | −4.7 | −2.8 |
| 6 | B | 0.9 | 0.8 | 5.2 | 1.0 | −2.8 | −4.9 | −1.4 | −3.5 | −3.1 | 3.1 | −2.8 | −4.7 |
| 6 | A | 0.4 | 0.3 | 2.0 | 0.4 | −1.2 | −1.8 | −0.5 | −1.1 | −1.5 | 1.6 | −1.2 | −2.0 |

| Frm Line | Col Line | Seis Left Vert | Seis Right Vert | Seis Long Vert | MIN_SNOW Horz | MIN_SNOW Vert | E2UNB_SL_L Horz | E2UNB_SL_L Vert | E2UNB_SL_R Horz | E2UNB_SL_R Vert | E2PAT_LL_1 Horz | E2PAT_LL_1 Vert | E2PAT_LL_2 Horz | E2PAT_LL_2 Vert |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 6 | F | 0.0 | 0.0 | 0.0 | 0.0 | 0.5 | 0.0 | 0.3 | 0.0 | 0.1 | 0.0 | 1.9 | 0.0 | −0.2 |
| 6 | D | 0.0 | 0.0 | 0.0 | 0.0 | 1.4 | 0.0 | 1.5 | 0.0 | 0.5 | 0.0 | 5.7 | 0.0 | 2.2 |
| 6 | B | 0.0 | 0.0 | 0.0 | 0.0 | 1.4 | 0.0 | 0.5 | 0.0 | 1.5 | 0.0 | 2.2 | 0.0 | 5.7 |
| 6 | A | 0.0 | 0.0 | 0.0 | 0.0 | 0.5 | 0.0 | 0.1 | 0.0 | 0.3 | 0.0 | −0.2 | 0.0 | 1.9 |

| Frm Line | Col Line | E2PAT_LL_3 Horz | E2PAT_LL_3 Vert | E2PAT_LL_4 Horz | E2PAT_LL_4 Vert |
|---|---|---|---|---|---|
| 6 | F | 0.0 | 2.2 | 0.0 | −0.3 |
| 6 | D | 0.0 | 2.6 | 0.0 | 2.7 |
| 6 | B | 0.0 | 2.6 | 0.0 | 2.7 |
| 6 | A | 0.0 | 2.2 | 0.0 | −0.3 |

## ANCHOR BOLT SUMMARY

| Qty | Locate | Dia (in) | Type | Projection (in) |
|---|---|---|---|---|
| Ø 16 | Jamb | 5/8" | A307 | 1.50 |
| ⊕ 32 | Endwall | 3/4" | GR36 | 1.50 |
| ⊕ 24 | Frame | 3/4" | GR36 | 2.50 |

## GENERAL NOTES

1. FOUNDATION DESIGN AND CONSTRUCTION ARE NOT THE RESPONSIBILITY OF METAL BUILDING MANUFACTURER.
2. ALL REACTIONS ARE UNFACTORED.
3. ULTIMATE WIND LOADS ARE USED TO DERIVE THE WIND REACTION.
4. ANCHOR BOLTS SHALL BE ACCURATELY SET TO A TOLLERANCE OF +/− 1/8" IN BOTH ELEVATION AND LOCATION.
5. COLUMN BASE PLATES ARE DESIGNED NOT TO EXCEED A BEARING PRESSURE OF 1050 POUNDS PER SQUARE INCH.

GEORGIA REGISTERED No. PE001186 STRUCTURAL ENGINEER WAYNE BRAD BAKER 2/16/24

A

NOTE: THE FRAMING AT BOTH ENDWALLS IS NOT DESIGNED TO ACCOMMODATE FUTURE ADDITIONS. REACTIONS CORRESPONDING TO THESE FRAME LINES REFLECT LOADINGS FOR ACTUAL TRIBUTARY AREA AND ARE NOT INTENDED TO INCLUDE ANY FUTURE MODIFICATIONS UNLESS NOTED OTHERWISE.

HORNET STEEL BUILDINGS, INC.
GA COA#: PEFD06160
EXPIRATION: 06/30/2024

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 | DATE: 2/ 5/24

LOCATION: GAINESVILLE, GA 30501

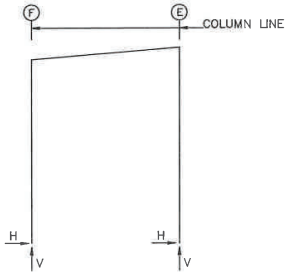
DRAWING NAME: ANCHOR BOLT REACTIONS

| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 1.2 | CTW | SPW | NONE |

1

10.21.2024 - Item 7

FRAME LINES: 2 1




## RIGID FRAME: ANCHOR BOLTS & BASE PLATES

| Frm Line | Col Line | Anc. Bolt Qty | Bolt Dia | Base Plate (in) Width | Length | Thick | Grout (in) |
|---|---|---|---|---|---|---|---|
| 2* | F | 4 | 0.750 | 6.000 | 8.000 | 0.375 | 0.0 |
| 2* | E | 4 | 0.750 | 6.000 | 8.000 | 0.375 | 0.0 |

2* Frame lines: 2 1

## ANCHOR BOLT SUMMARY

| Qty | Locate | Dia (in) | Type | Projection (in) |
|---|---|---|---|---|
| ⊕ 16 | Frame | 3/4" | GR36 | 2.50 |

## GENERAL NOTES

1. FOUNDATION DESIGN AND CONSTRUCTION ARE NOT THE RESPONSIBILITY OF METAL BUILDING MANUFACTURER.
2. ALL REACTIONS ARE UNFACTORED.
3. ULTIMATE WIND LOADS ARE USED TO DERIVE THE WIND REACTION.
4. ANCHOR BOLTS SHALL BE ACCURATELY SET TO A TOLLERANCE OF +/- 1/8" IN BOTH ELEVATION AND LOCATION.
5. COLUMN BASE PLATES ARE DESIGNED NOT TO EXCEED A BEARING PRESSURE OF 1050 POUNDS PER SQUARE INCH.

## RIGID FRAME: BASIC COLUMN REACTIONS (k)

| Frame Line | Column Line | Dead Horiz | Dead Vert | Collateral Horiz | Collateral Vert | Live Horiz | Live Vert | Snow Horiz | Snow Vert | Wind_Left1 Horiz | Wind_Left1 Vert | Wind_Right1 Horiz | Wind_Right1 Vert |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2* | F | 0.0 | 0.4 | 0.0 | 0.2 | 0.1 | 1.3 | 0.0 | 0.2 | -1.3 | -3.2 | 1.7 | 1.4 |
| 2* | E | 0.0 | 0.4 | 0.0 | 0.2 | -0.1 | 1.3 | 0.0 | 0.2 | -1.4 | 0.8 | 1.4 | -3.8 |

| Frame Line | Column Line | Wind_Left2 Horiz | Wind_Left2 Vert | Wind_Right2 Horiz | Wind_Right2 Vert | Wind_Long1 Horiz | Wind_Long1 Vert | Wind_Long2 Horiz | Wind_Long2 Vert | Seismic_Left Horiz | Seismic_Left Vert | Seismic_Right Horiz | Seismic_Right Vert |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2* | F | -1.8 | -2.1 | 1.2 | 2.3 | 0.0 | -3.6 | 1.3 | 2.2 | -0.1 | -0.2 | 0.1 | 0.2 |
| 2* | E | -1.1 | 2.1 | 1.7 | -2.2 | -1.6 | 0.8 | 0.2 | -2.1 | -0.1 | 0.2 | 0.1 | -0.2 |

| Frame Line | Column Line | Seismic_Long Horiz | Seismic_Long Vert | Wind_Left3 Horiz | Wind_Left3 Vert | Wind_Right3 Horiz | Wind_Right3 Vert | Wind_Left4 Horiz | Wind_Left4 Vert | Wind_Right4 Horiz | Wind_Right4 Vert | MIN_SNOW Horiz | MIN_SNOW Vert |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2* | F | -0.1 | -0.2 | -1.3 | -2.5 | 1.6 | 1.9 | -1.7 | -2.8 | 1.2 | 1.8 | 0.0 | 0.3 |
| 2* | E | -0.1 | 0.2 | -1.5 | 1.7 | 1.3 | -2.6 | -1.0 | 1.2 | 1.8 | -3.4 | 0.0 | 0.3 |

2* Frame lines: 2 1

## NOTES FOR REACTIONS

Building reactions are based on the following building data:

| | | |
|---|---|---|
| Width (ft) | = | 16.0 |
| Length (ft) | = | 16.0 |
| Eave Height (ft) | = | 20.0/ 21.3 |
| Roof Slope (Rise/12) | = | 1.0 |
| Dead Load (psf) | = | 2.0 |
| Collateral Load (psf) | = | 3.0 |
| Live Load (psf) | = | 20.0 |
| Snow Load (psf) | = | 3.5 |
| Wind Speed (mph ) | = | 110.0 |
| Wind Code | = | GSBC 24 (IBC 18) |
| Exposure | = | B |
| Closure | = | Enclosed |
| Importance Wind | = | 1.00 |
| Importance Seismic | = | 1.00 |
| Seismic Zone | = | C |
| Seismic Coeff (Fa*Ss) | = | 0.34 |

## BUILDING BRACING REACTIONS

| Wall Loc | Wall Line | Col Line | ± Reactions(k) Wind Horz | Wind Vert | Seismic Horz | Seismic Vert | Panel_Shear (lb/ft) Wind | Seis | Note |
|---|---|---|---|---|---|---|---|---|---|
| L_EW | 2 | | | | | | | | (h) |
| F_SW | E | 2,1 | 2.9 | 4.1 | 0.2 | 0.3 | | | |
| R_EW | 1 | | | | | | | | (h) |
| B_SW | F | Torsional Bracing Used | | | | | | | |

(h)Rigid frame at endwall

Reactions for seismic represent shear force, Eh

B

NOTE: THE FRAMING AT BOTH ENDWALLS IS NOT DESIGNED TO ACCOMMODATE FUTURE ADDITIONS. REACTIONS CORRESPONDING TO THESE FRAME LINES REFLECT LOADINGS FOR ACTUAL TRIBUTARY AREA AND ARE NOT INTENDED TO INCLUDE ANY FUTURE MODIFICATIONS UNLESS NOTED OTHERWISE.

HORNET STEEL BUILDINGS, INC.
GA COA#: PEF005160
EXPIRATION: 06/30/2024

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB No: 8452 DATE: 2/ 5/24

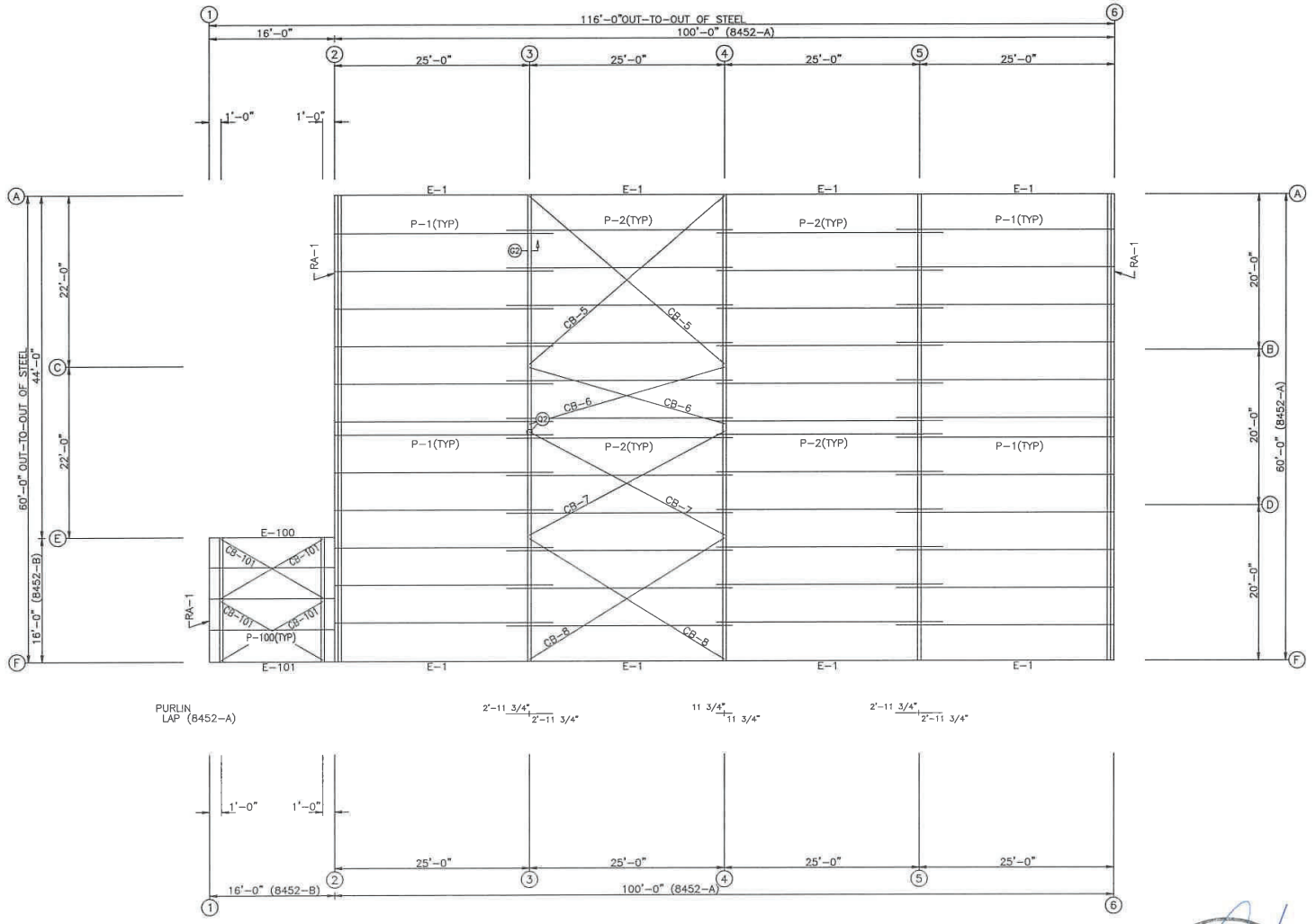
LOCATION: GAINESVILLE, GA 30501

DRAWING NAME: ANCHOR BOLT REACTIONS

| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 1.3 | CTW | SPW | NONE |

1

10.21.2024 - Item 7




ROOF FRAMING PLAN

| MEMBER TABLE ROOF PLAN | | |
|---|---|---|
| MARK | PART | LENGTH |
| 8452-A | | |
| P-1 | 10x25Z14 | 27'-11 1/2" |
| P-2 | 10x25Z14 | 28'-11 1/2" |
| E-1 | 10LE14@1 | 24'-11 1/2" |
| CB-5 | 1/4 CBL | 32'-7" |
| CB-6 | 1/4 CBL | 26'-8" |
| CB-7 | 1/4 CBL | 28'-10" |
| CB-8 | 1/4 CBL | 29'-3" |
| 8452-B | | |
| P-100 | 10x25Z16 | 15'-11 1/2" |
| E-100 | 10HE14@1 | 15'-11 1/2" |
| E-101 | 10LE14@1 | 15'-11 1/2" |
| CB-101 | 1/4 CBL | 15'-9" |

GEORGIA REGISTERED No. SE001168 STRUCTURAL ENGINEER WAYNE BRAD BAKER 2/16/24

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 | DATE: 2/ 5/24

LOCATION: GAINESVILLE, GA 30501

DRAWING NAME: ROOF FRAMING LAYOUT

HORNET STEEL BUILDINGS, INC.
GA COA#: PEF006160
EXPIRATION: 06/30/2024

| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 2 | CTW | SPW | NONE |

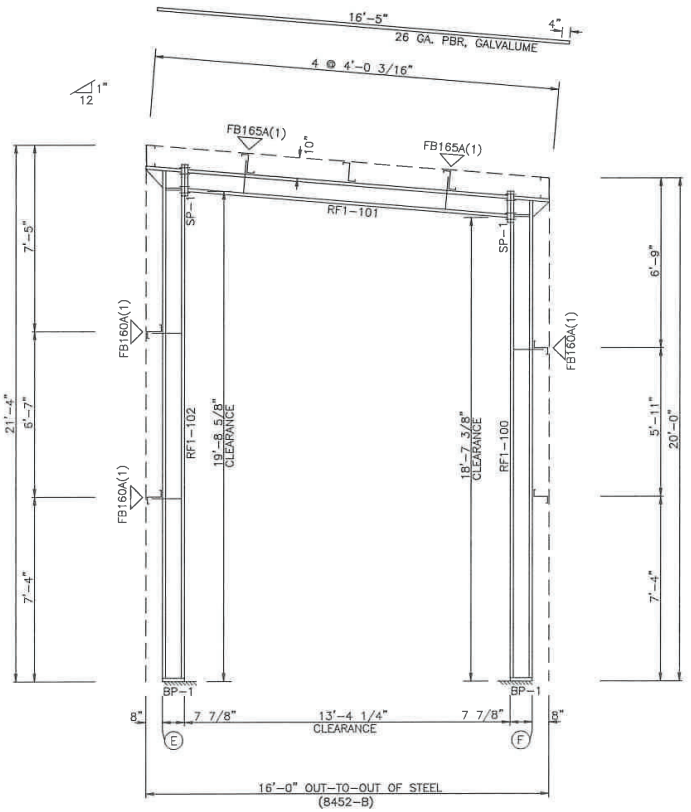
10.21.2024 - Item 7

| SPLICE BOLT TABLE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | Qty Top | Bot | Int | TYPE | DIA | Length |
| SP-1 | 4 | 4 | 0 | A325 | 5/8" | 2" |

| BASE PLATE TABLE | | | |
|---|---|---|---|
| COL MARK | PLATE SIZE Width | THICK | Length |
| BP-1 | 6" | 3/8" | 8" |

FLANGE BRACES: (1) One Side; (2) Two Sides
FBxxA(1): xx=length(in)
A – L2x2x14

| MEMBER SIZE TABLE | | | |
|---|---|---|---|
| MARK | MEMBER | LENGTH | WEIGHT |
| RF1-100 | W8X10 | 19'-2 5/8" | 227 |
| RF1-101 | W8X10 | 13'-4 7/16" | 161 |
| RF1-102 | W8X10 | 20'-5 5/16" | 239 |




RIGID FRAME ELEVATION: FRAME LINE 1

NOTE: THE FRAMING AS DEPICTED ABOVE IS NOT DESIGNED TO ACCOMMODATE ANY FUTURE EXPANSION.

6

GEORGIA REGISTERED No. SE001138 STRUCTURAL ENGINEER WAYNE BRAD BAKER 2/16/24

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 | DATE: 2/ 5/24

LOCATION: GAINESVILLE, GA 30501

DRAWING NAME: RIGID FRAME CROSS SECTION

HORNET STEEL BUILDINGS, INC.
GA COA#: PEFD05160
EXPIRATION: 06/30/2024

| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 2.1 | CTW | SPW | NONE |

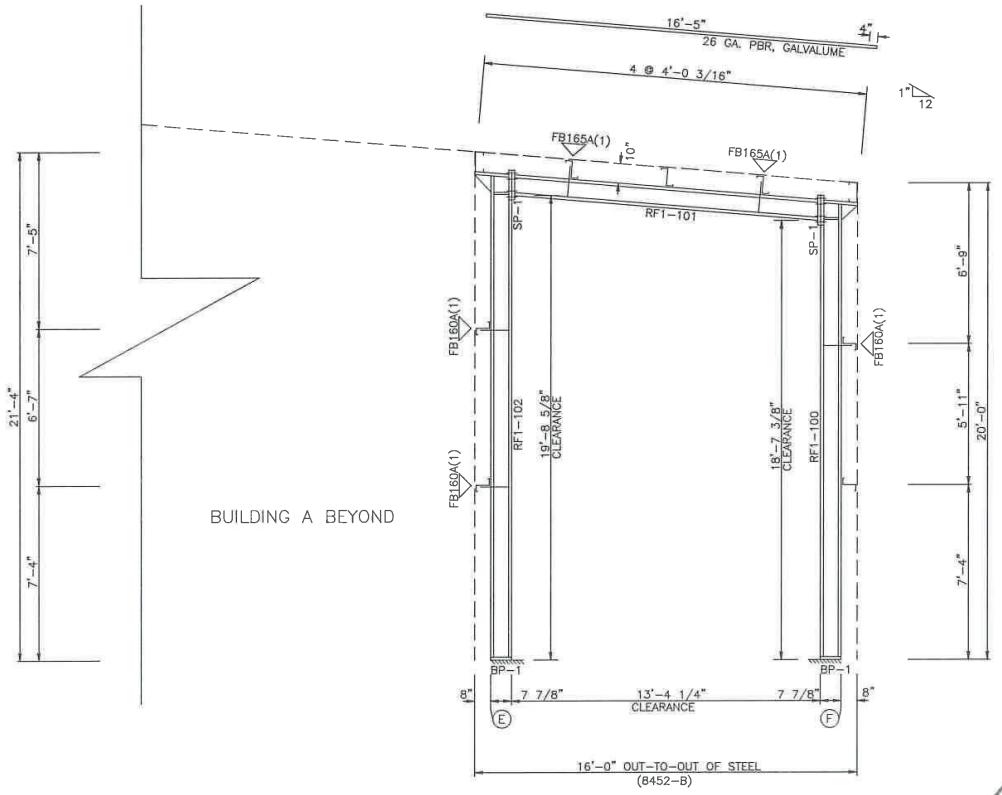
10.21.2024 - Item 7

| SPLICE BOLT TABLE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | Qty Top | Bot | Int | TYPE | DIA | Length |
| SP-1 | 4 | 4 | 0 | A325 | 5/8" | 2" |

| BASE PLATE TABLE | | | |
|---|---|---|---|
| COL MARK | PLATE SIZE Width | THICK | Length |
| BP-1 | 6" | 3/8" | 8" |

▽FLANGE BRACES: (1) One Side; (2) Two Sides
FBxxA(1): xx=length(in)
A – L2x2x14

| MEMBER SIZE TABLE | | | |
|---|---|---|---|
| MARK | MEMBER | LENGTH | WEIGHT |
| RF1-100 | W8X10 | 19'-2 5/8" | 227 |
| RF1-101 | W8X10 | 13'-4 7/16" | 161 |
| RF1-102 | W8X10 | 20'-5 5/16" | 239 |




RIGID FRAME ELEVATION: FRAME LINE 2

GEORGIA REGISTERED No. SE001188 STRUCTURAL ENGINEER BRAD BAKER KAYNE
2/16/24

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 | DATE: 2/ 5/24

LOCATION: GAINESVILLE, GA 30501

DRAWING NAME: RIGID FRAME CROSS SECTION

HORNET STEEL BUILDINGS, INC.
GA COA#: PEF005160
EXPIRATION: 06/30/2024

| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 2.2 | CTW | SPW | NONE |

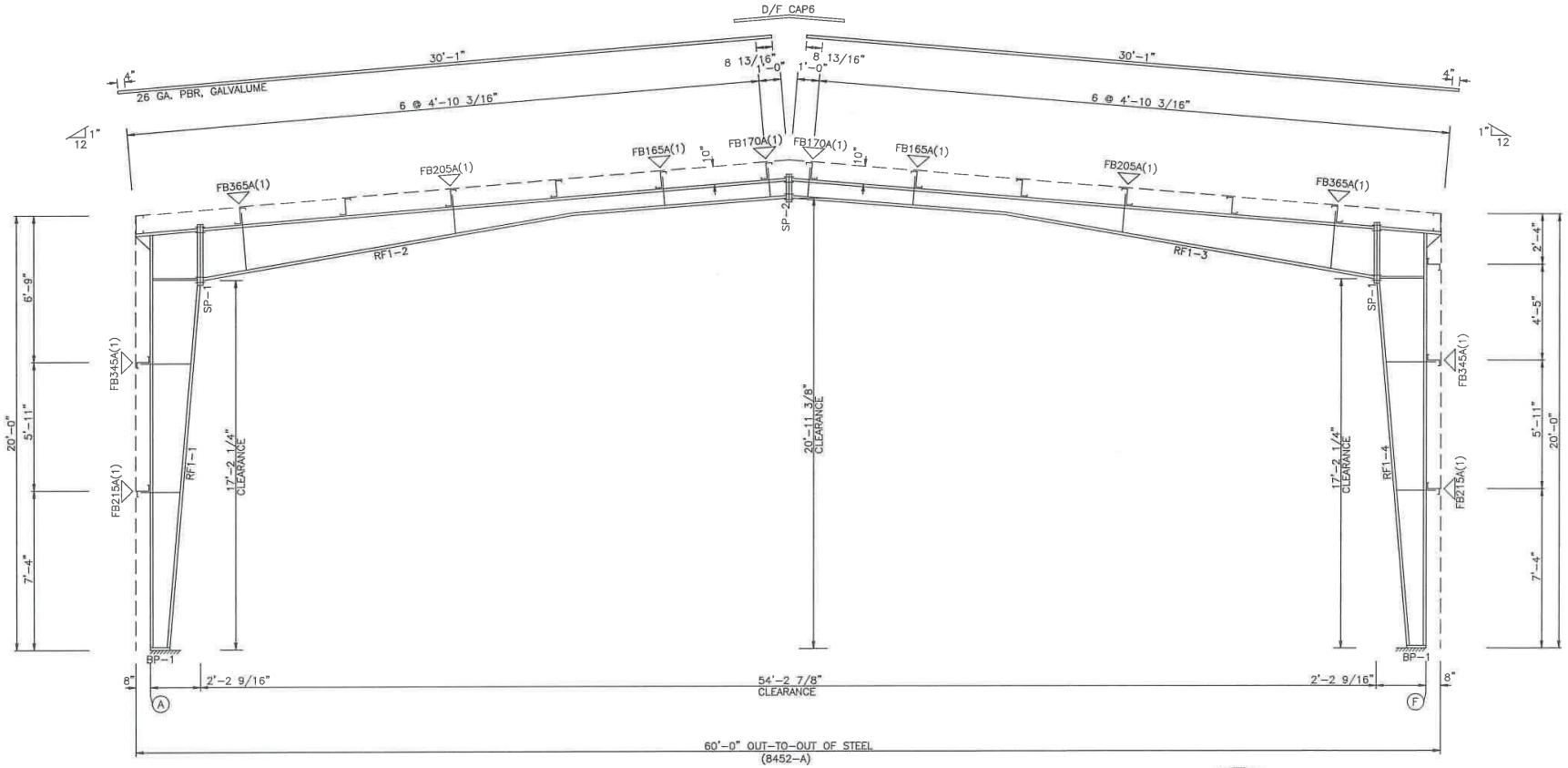
10.21.2024 - Item 7

| SPLICE BOLT TABLE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | Qty Top | Bot | Int | TYPE | DIA | Length |
| SP-1 | 4 | 4 | 0 | A325 | 5/8" | 2 1/2" |
| SP-2 | 4 | 4 | 0 | A325 | 5/8" | 2" |

| BASE PLATE TABLE | | | |
|---|---|---|---|
| COL MARK | PLATE SIZE Width | THICK | Length |
| BP-1 | 6" | 3/8" | 8 1/2" |

FLANGE BRACES: (1) One Side; (2) Two Sides
FBxxA(1): xx=length(in)
A – L2x2x14

| MEMBER TABLE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | Weight | Web Depth Start/End | Web PLATE THICK | Web PLATE Length | Outside Flange W x Thk x Length | Inside Flange W x Thk x Length |
| RF1-1 | 407 | 7.5/ 9.7 | 0.135 | 2'-0" | 5 x 1/4" x 19'-2" | 5 x 5/16" x 16'-11" |
| | | 9.7/26.0 | 0.135 | 14'-10 1/8" | 5 x 1/4" x 2'-10 3/8" | |
| | | 26.0/26.0 | 0.188 | 2'-6 1/16" | | |
| RF1-2 | 481 | 26.0/10.0 | 0.135 | 14'-11" | 5 x 1/4" x 20'-0" | 5 x 5/16" x 17'-4 1/8" |
| | | 10.0/ 7.5 | 0.135 | 2'-4 5/16" | 5 x 1/4" x 7'-1 1/8" | 5 x 1/4" x 9'-11 5/16" |
| | | 7.5/ 8.0 | 0.135 | 10'-0" | | |
| RF1-3 | 481 | 8.0/ 7.5 | 0.135 | 10'-0" | 5 x 1/4" x 7'-1 1/8" | 5 x 1/4" x 9'-11 5/16" |
| | | 7.5/10.0 | 0.135 | 2'-4 5/16" | 5 x 1/4" x 20'-0" | 5 x 5/16" x 17'-4 1/8" |
| | | 10.0/26.0 | 0.135 | 14'-11" | | |
| RF1-4 | 406 | 26.0/26.0 | 0.188 | 2'-6 1/16" | 5 x 1/4" x 2'-10 3/8" | 5 x 5/16" x 16'-11" |
| | | 26.0/ 9.7 | 0.135 | 14'-10 1/8" | 5 x 1/4" x 19'-2" | |
| | | 9.7/ 7.5 | 0.135 | 2'-0" | | |




RIGID FRAME ELEVATION: FRAME LINE 3 4 5

GEORGIA REGISTERED No. SE001188 STRUCTURAL ENGINEER WAYNE BRAD BAKER 2/16/24

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 | DATE: 2/ 5/24

LOCATION: GAINESVILLE, GA 30501

DRAWING NAME: RIGID FRAME CROSS SECTION

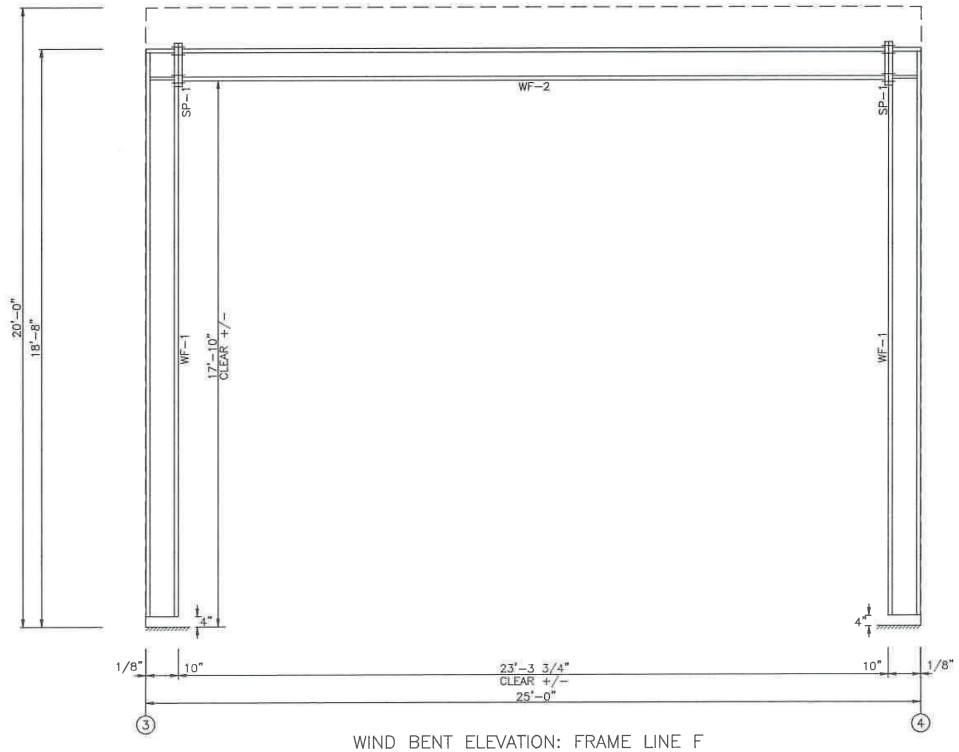
HORNET STEEL BUILDINGS, INC.
GA COA#: PEST008160
EXPIRATION: 06/30/2024

| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 2.3 | CTW | SPW | NONE |

10.21.2024 - Item 7

| SPLICE BOLTS | | | | | |
|---|---|---|---|---|---|
| Splice Mark | Quan Top/ | Bot | Bolt Type | Dia | Length |
| SP– 1 | 4 | 4 | A325 | 5/8" | 2" |

| MEMBER SIZE TABLE | | |
|---|---|---|
| MARK | MEMBER | LENGTH |
| WF–2 | B10651 | 23'–3 1/4" |
| WF–1 | B10641 | 18'–4" |




WIND BENT ELEVATION: FRAME LINE F

GEORGIA REGISTERED No. SE001138 STRUCTURAL ENGINEER WAYNE BRAD BAKER

2/16/24

HORNET STEEL BUILDINGS, INC.
GA COA#: PEPD05160
EXPIRATION: 06/30/2024

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

DCI METAL BUILDINGS

CUSTOMER:

JOB NO: 8452–A

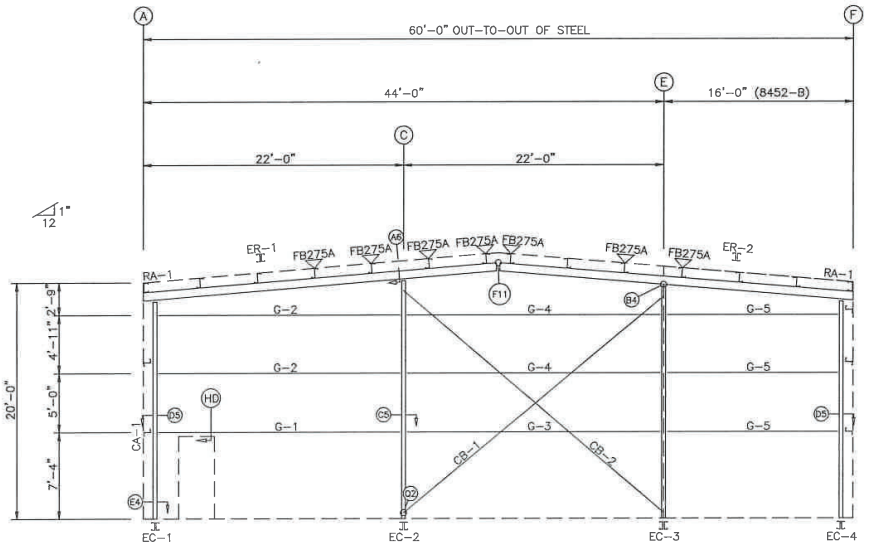
DATE: 2/ 2/24

LOCATION: GAINESVILLE, GA 30501

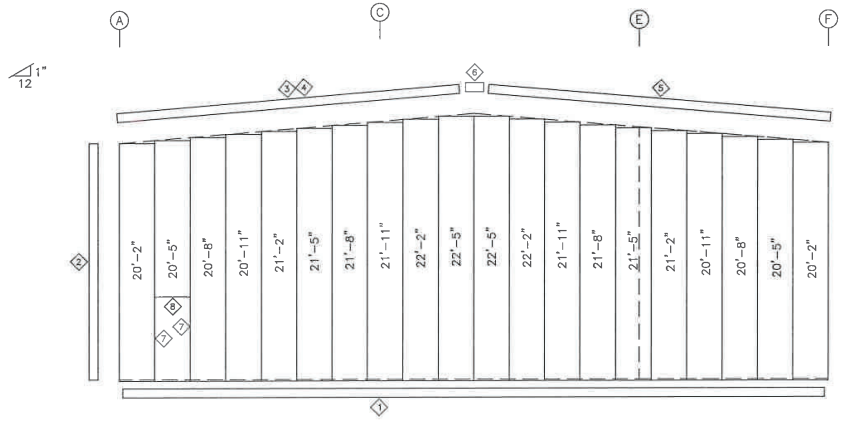
DRAWING NAME: RIGID FRAME CROSS SECTION

| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 2.4 | CTW | SPW | NONE |

10.21.2024 - Item 7




ENDWALL FRAMING: FRAME LINE 2




ENDWALL SHEETING & TRIM: FRAME LINE 2

PANELS: 26 Ga. R – ASH GRAY

NOTE: FIELD SLOT GIRTS FOR CABLE PASSAGE

NOTE: THE FRAMING AS DEPICTED ABOVE IS NOT DESIGNED TO ACCOMMODATE ANY FUTURE EXPANSION.

HORNET STEEL BUILDINGS, INC.
GA COA#: PEF006150
EXPIRATION: 06/30/2024

6

BOLT TABLE
FRAME LINE 2

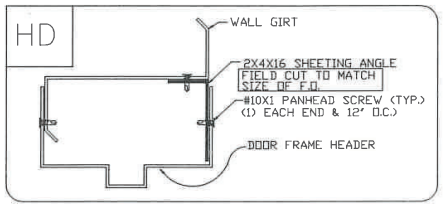
| LOCATION | QUAN | TYPE | DIA | LENGTH |
|---|---|---|---|---|
| ER-1/ER-2 | 8 | A325 | 5/8" | 2" |
| Columns/Raf | 2 | A325 | 5/8" | 2" |

TRIM TABLE
FRAME LINE 2

| ◇ID | PART | LENGTH | DETAIL |
|---|---|---|---|
| 1 | FL-73 | 20'-0" | TRIM_9 |
| 2 | O/S CORN | 20'-2" | TRIM_5 |
| 3 | RAKE TRM | 20'-3" | TRIM_3 |
| 4 | RAKE TRM | 10'-2" | TRIM_3 |
| 5 | RAKE TRM | 14'-1" | TRIM_3 |
| 6 | PEAK BOX | 1'-4" | TRIM_4 |
| 7 | R JAMB | 7'-3" | TRIM_8 |
| 8 | R HEAD | 3'-3" | TRIM_61 |

MEMBER TABLE
FRAME LINE 2

| MARK | PART | LENGTH |
|---|---|---|
| EC-1 | 8X7DC16 | 18'-4 15/16" |
| EC-2 | 8X7DC12 | 20'-1 15/16" |
| EC-3 | 8X7DC14 | 19'-7 15/16" |
| EC-4 | 8X7DC16 | 18'-4 15/16" |
| ER-1 | 8X7DC12 | 30'-1" |
| ER-2 | 8X7DC12 | 30'-1" |
| G-1 | 8x25Z14 | 20'-3 1/2" |
| G-2 | 8x25Z16 | 20'-3 1/2" |
| G-3 | 8x25Z14 | 21'-3 1/2" |
| G-4 | 8x25Z16 | 21'-3 1/2" |
| G-5 | 8x25Z16 | 14'-3 1/2" |
| CB-1 | 1/4 CBL | 29'-6" |
| CB-2 | 1/4 CBL | 29'-10" |



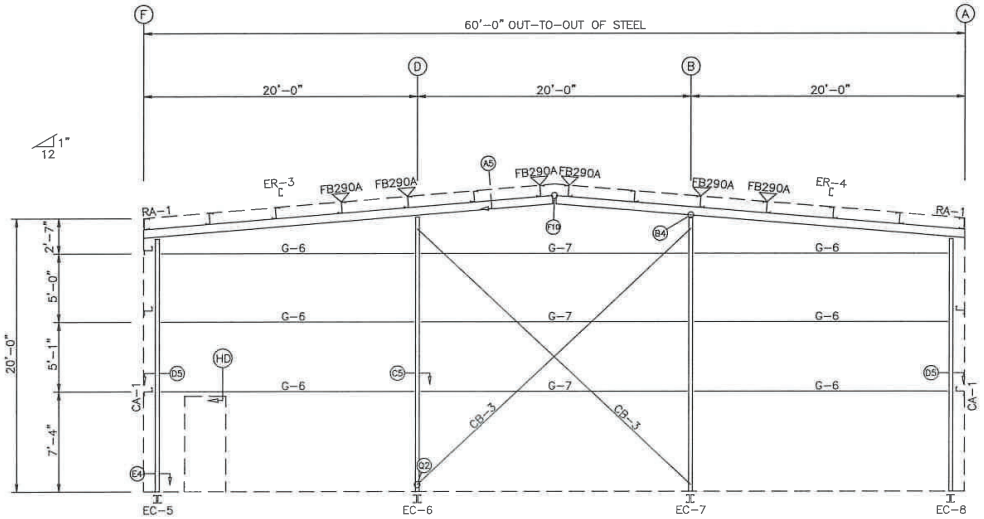

GEORGIA REGISTERED No. SE001133 STRUCTURAL ENGINEER WAYNE BRAD BAKER
2/16/24

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

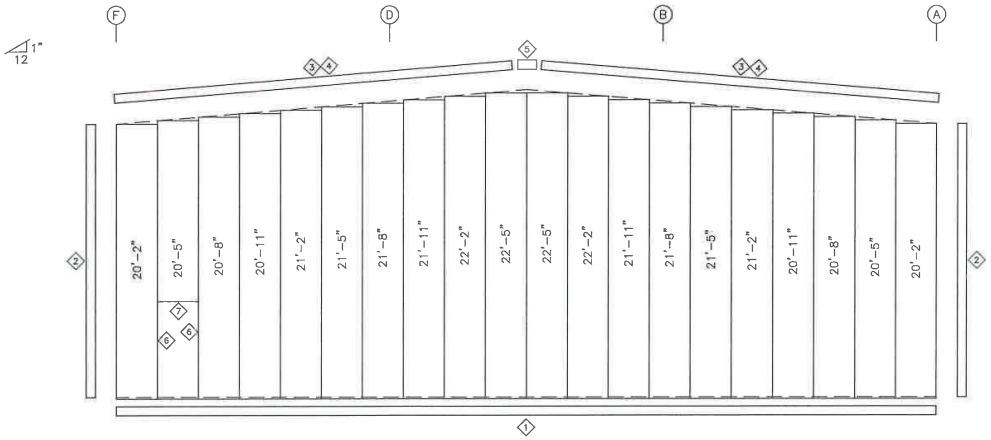
DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN
JOB NO: 8452
DATE: 2/ 5/24
LOCATION: GAINESVILLE, GA 30501
DRAWING NAME: FRAMING & SHEETING LAYOUT
DRAWING NO: PAGE 3
DRAWN BY: CTW
CHECKED BY: SPW
SCALE: NONE

10.21.2024 - Item 7




ENDWALL FRAMING: FRAME LINE 6



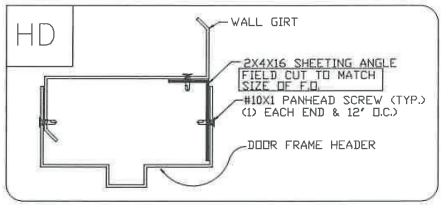

ENDWALL SHEETING & TRIM: FRAME LINE 6

PANELS: 26 Ga. R – ASH GRAY

| BOLT TABLE FRAME LINE 6 | | | | |
|---|---|---|---|---|
| LOCATION | QUAN | TYPE | DIA | LENGTH |
| ER-3/ER-4 | 8 | A325 | 5/8" | 2" |
| Columns/Raf | 2 | A325 | 5/8" | 2" |

| TRIM TABLE FRAME LINE 6 | | | |
|---|---|---|---|
| ◇ID | PART | LENGTH | DETAIL |
| 1 | FL-73 | 20'-0" | TRIM_9 |
| 2 | O/S CORN | 20'-2" | TRIM_5 |
| 3 | RAKE TRM | 20'-3" | TRIM_3 |
| 4 | RAKE TRM | 10'-2" | TRIM_3 |
| 5 | PEAK BOX | 1'-4" | TRIM_4 |
| 6 | R JAMB | 7'-3" | TRIM_8 |
| 7 | R HEAD | 3'-3" | TRIM_61 |

| MEMBER TABLE FRAME LINE 6 | | |
|---|---|---|
| MARK | PART | LENGTH |
| EC-5 | 8X7DC16 | 18'-0 15/16" |
| EC-6 | 8X7DC14 | 19'-7 15/16" |
| EC-7 | 8X7DC14 | 19'-7 15/16" |
| EC-8 | 8X7DC16 | 18'-0 15/16" |
| ER-3 | 12X35C12 | 30'-1" |
| ER-4 | 12X35C12 | 30'-1" |
| G-6 | 8x25Z16 | 18'-3 1/2" |
| G-7 | 8x25Z16 | 19'-3 1/2" |
| CB-3 | 1/4 CBL | 28'-0" |




GEORGIA REGISTERED No. SE001188 STRUCTURAL ENGINEER WAYNE BRAD BAKER
2/16/24

NOTE: FIELD SLOT GIRTS FOR CABLE PASSAGE

NOTE: THE FRAMING AS DEPICTED ABOVE IS NOT DESIGNED TO ACCOMMODATE ANY FUTURE EXPANSION.

HORNET STEEL BUILDINGS, INC.
GA COA#: PEF006160
EXPIRATION: 06/30/2024

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 | DATE: 2/ 5/24

LOCATION: GAINESVILLE, GA 30501

DRAWING NAME: FRAMING & SHEETING LAYOUT

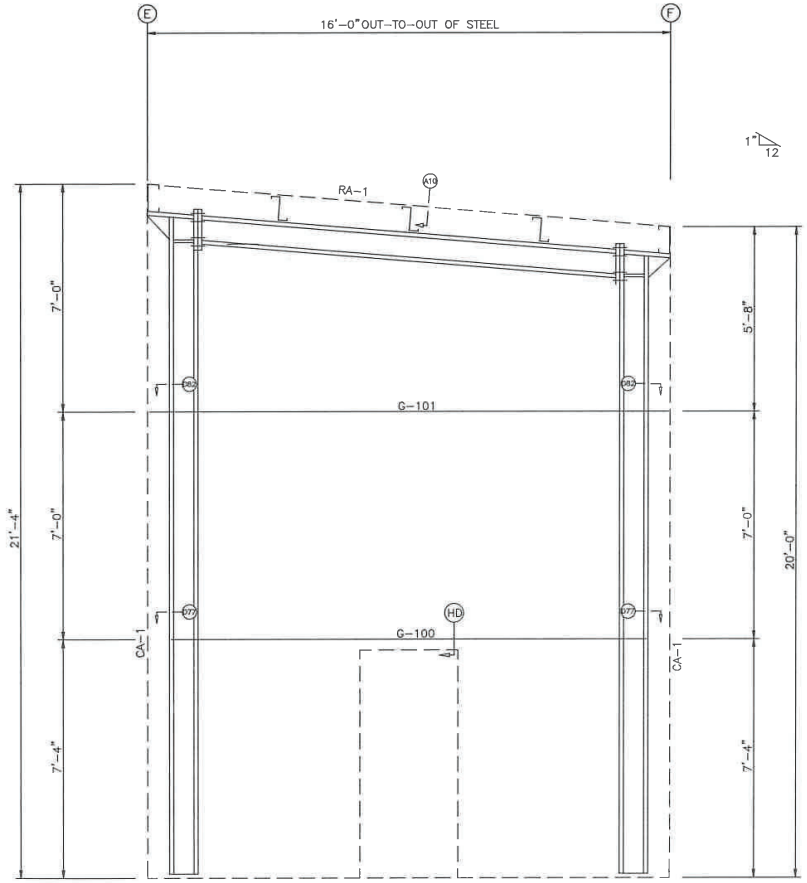
| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 3.1 | CTW | SPW | NONE |



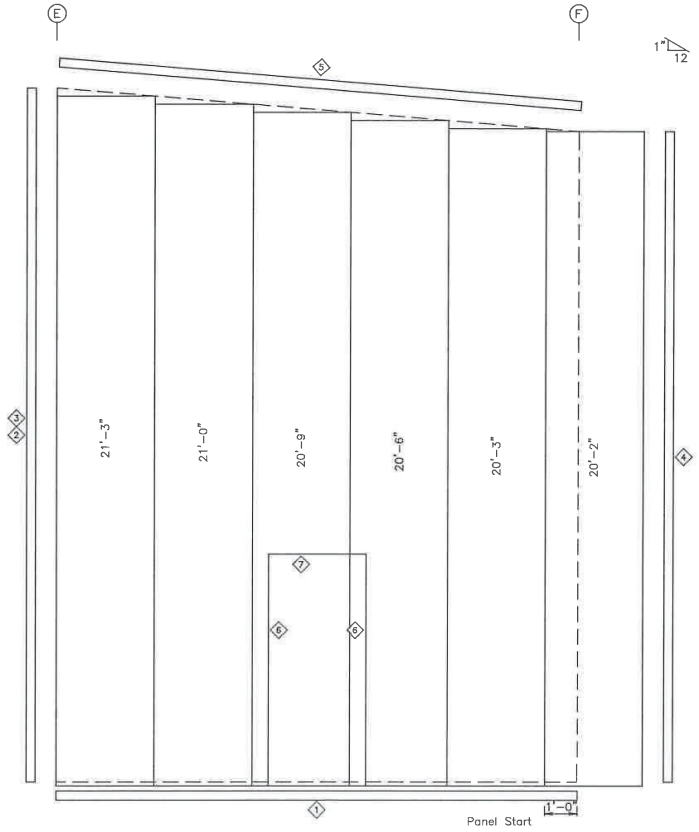
10.21.2024 - Item 7

| TRIM TABLE FRAME LINE 1 | | | |
|---|---|---|---|
| ◇ID | PART | LENGTH | DETAIL |
| 1 | FL-73 | 20'-0" | TRIM_9 |
| 2 | O/S CORN | 20'-3" | TRIM_5 |
| 3 | O/S CORN | 1'-6" | TRIM_5 |
| 4 | O/S CORN | 20'-2" | TRIM_5 |
| 5 | RAKE TRM | 16'-1" | TRIM_3 |
| 6 | R JAMB | 7'-3" | TRIM_8 |
| 7 | R HEAD | 3'-3" | TRIM_61 |

| MEMBER TABLE FRAME LINE 1 | | |
|---|---|---|
| MARK | PART | LENGTH |
| G-100 | 8x25Z16 | 14'-7 1/2" |
| G-101 | 8x25Z16 | 15'-11 1/2" |




ENDWALL FRAMING: FRAME LINE 1




ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 26 Ga. R – ASH GRAY

NOTE: THE FRAMING AS DEPICTED ABOVE IS NOT DESIGNED TO ACCOMMODATE ANY FUTURE EXPANSION.

6

GEORGIA REGISTERED No. SE001188 STRUCTURAL ENGINEER WAYNE BRAD BAKER

2/16/24

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
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| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 DATE: 2/ 5/24

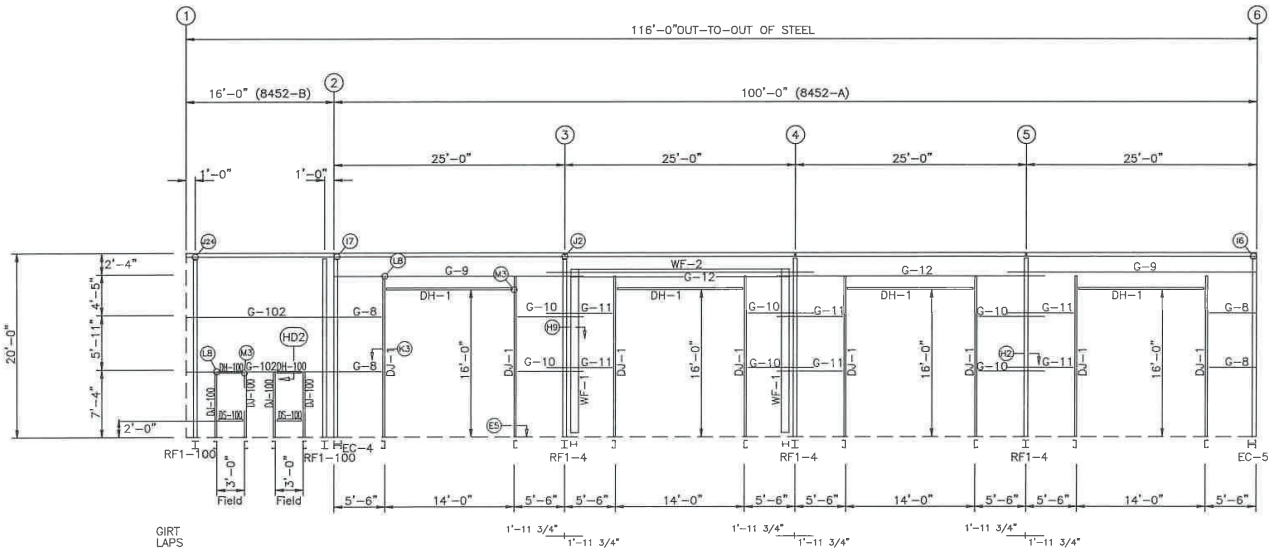
LOCATION: GAINESVILLE, GA 30501

DRAWING NAME: FRAMING & SHEETING LAYOUT

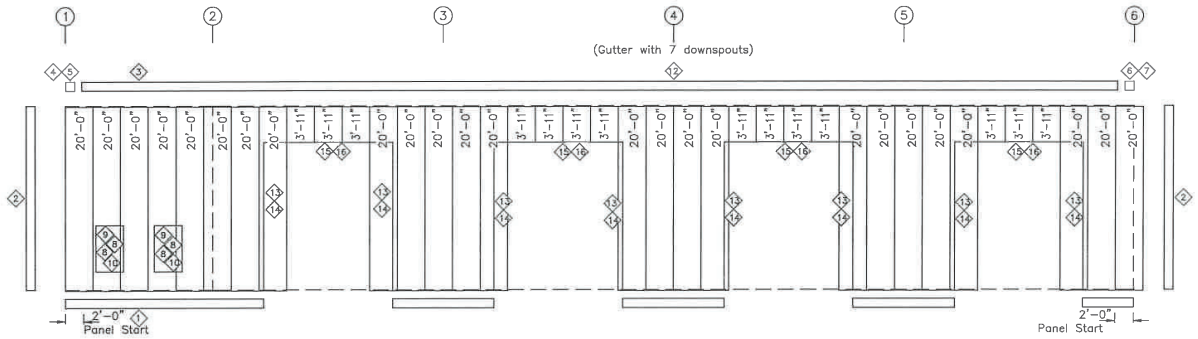
HORNET STEEL BUILDINGS, INC.
SA COA#: PEF005160
EXPIRATION: 06/30/2024

| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 3.2 | CTW | SPW | NONE |

10.21.2024 - Item 7




SIDEWALL FRAMING: FRAME LINE F



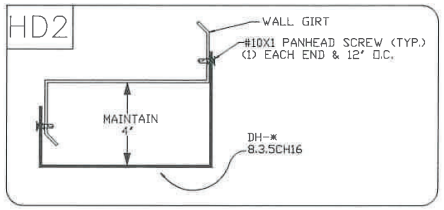

SIDEWALL SHEETING & TRIM: FRAME LINE F

PANELS: 26 Ga. R – ASH GRAY

| BOLT TABLE FRAME LINE F | | | | |
|---|---|---|---|---|
| LOCATION | QUAN | TYPE | DIA | LENGTH |
| 8452-A | | | | |
| WF-1 – WF-2 | 8 | A325 | 5/8" | 2" |
| WF-1 – RF1-4 | 4 | A325 | 5/8" | 2" |

| TRIM TABLE FRAME LINE F | | | |
|---|---|---|---|
| ◇ID | PART | LENGTH | DETAIL |
| 1 | FL-73 | 20'-0" | TRIM_9 |
| 2 | O/S CORN | 20'-2" | TRIM_5 |
| 3 | GUTTER | 16'-0" | TRIM_1 |
| 4 | GUTEND L | 1" | TRIM_2 |
| 5 | CORBOX L | 1'-0" | TRIM_2 |
| 6 | GUTEND R | 1" | TRIM_2 |
| 7 | CORBOX R | 1'-0" | TRIM_2 |
| 8 | R JAMB | 5'-3" | TRIM_8 |
| 9 | R HEAD | 3'-3" | TRIM_61 |
| 10 | R HEAD | 3'-3" | TRIM_7 |
| 12 | GUTTER | 20'-3" | TRIM_1 |
| 13 | CT8 | 16'-1" | TRIM_11 |
| 14 | R JAMB | 16'-3" | TRIM_8 |
| 15 | CT8 | 14'-0" | TRIM_10 |
| 16 | R HEAD | 14'-3" | TRIM_61 |

| MEMBER TABLE FRAME LINE F | | |
|---|---|---|
| MARK | PART | LENGTH |
| 8452-A | | |
| WF-1 | B10641 | 18'-4" |
| WF-2 | B10651 | 23'-3 1/4" |
| DJ-1 | 8X35C16 | 17'-8" |
| DH-1 | 8X35C16 | 14'-0" |
| G-8 | 8x25Z16 | 5'-1 1/2" |
| G-9 | 8x25Z14 | 26'-11 1/2" |
| G-10 | 8x25Z16 | 7'-1 1/2" |
| G-11 | 8x25Z16 | 7'-1 1/2" |
| G-12 | 8x25Z16 | 28'-11 1/2" |
| 8452-B | | |
| DJ-100 | 8X25C16 | 7'-4" |
| DH-100 | 8.3.5CH6 | 3'-0" |
| DS-100 | 8X25C16 | 3'-0" |
| G-102 | 8x25Z16 | 15'-11 1/2" |




GEORGIA REGISTERED No. SE001188 STRUCTURAL ENGINEER WAYNE BRAD BAKER
2/16/24

HORNET STEEL BUILDINGS, INC.
GA COA#: PEF006160
EXPIRATION: 06/30/2024

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

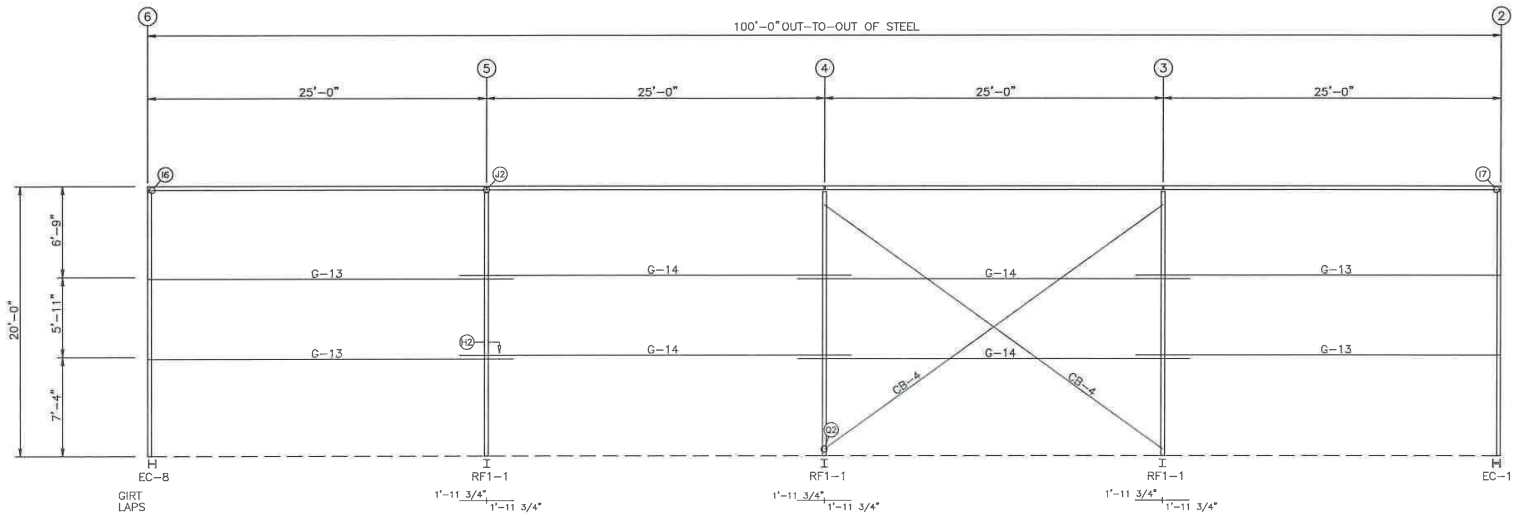
JOB NO: 8452 | DATE: 2/ 5/24

LOCATION: GAINESVILLE, GA 30501

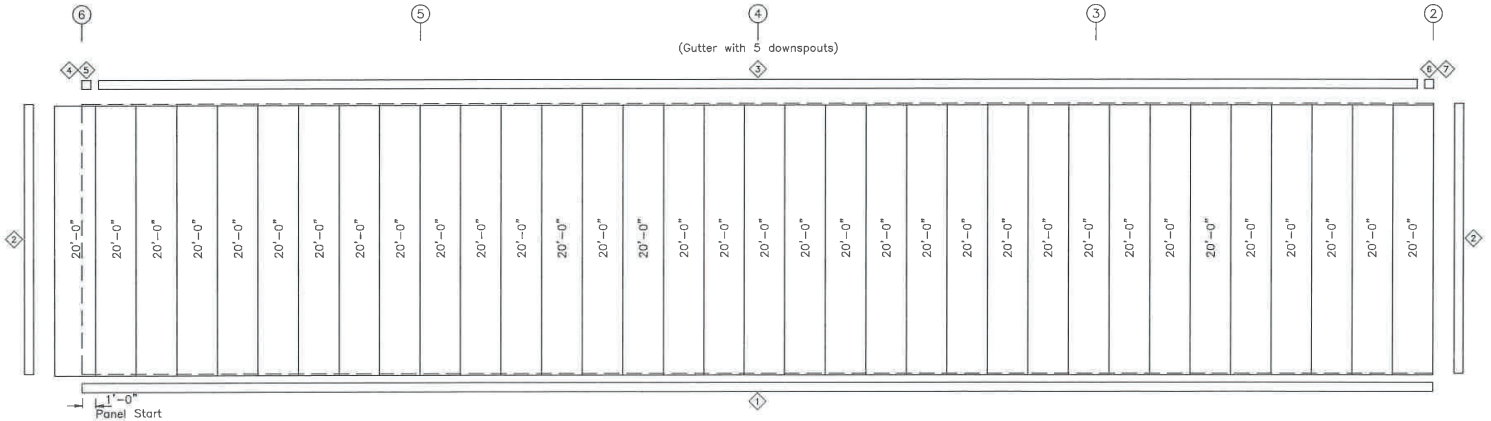
DRAWING NAME: FRAMING & SHEETING LAYOUT

| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 4 | CTW | SPW | NONE |

10.21.2024 - Item 7




SIDEWALL FRAMING: FRAME LINE A




SIDEWALL SHEETING & TRIM: FRAME LINE A

PANELS: 26 Ga. R – ASH GRAY

| TRIM TABLE FRAME LINE A | | | |
|---|---|---|---|
| ◇ID | PART | LENGTH | DETAIL |
| 1 | FL-73 | 20'-0" | TRIM_9 |
| 2 | O/S CORN | 20'-2" | TRIM_5 |
| 3 | GUTTER | 20'-3" | TRIM_1 |
| 4 | GUTEND L | 1" | TRIM_2 |
| 5 | CORBOX L | 1'-0" | TRIM_2 |
| 6 | GUTEND R | 1" | TRIM_2 |
| 7 | CORBOX R | 1'-0" | TRIM_2 |

| MEMBER TABLE FRAME LINE A | | |
|---|---|---|
| MARK | PART | LENGTH |
| G-13 | 8x25Z16 | 26'-11 1/2" |
| G-14 | 8x25Z16 | 28'-11 1/2" |
| CB-4 | 5/16 CBL | 31'-8" |

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 | DATE: 2/ 5/24

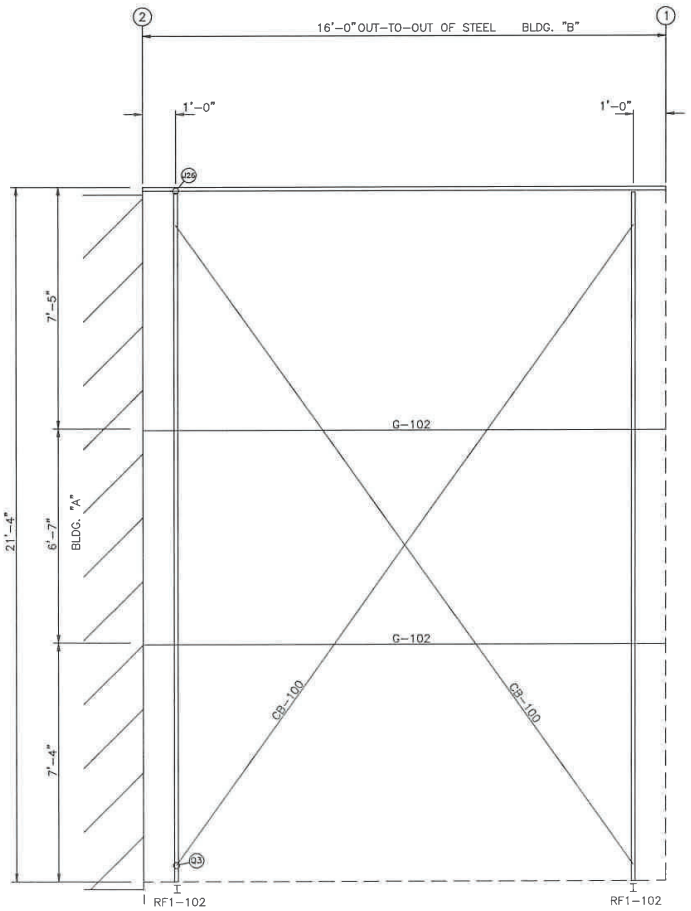
LOCATION: GAINESVILLE, GA 30501

DRAWING NAME: FRAMING & SHEETING LAYOUT

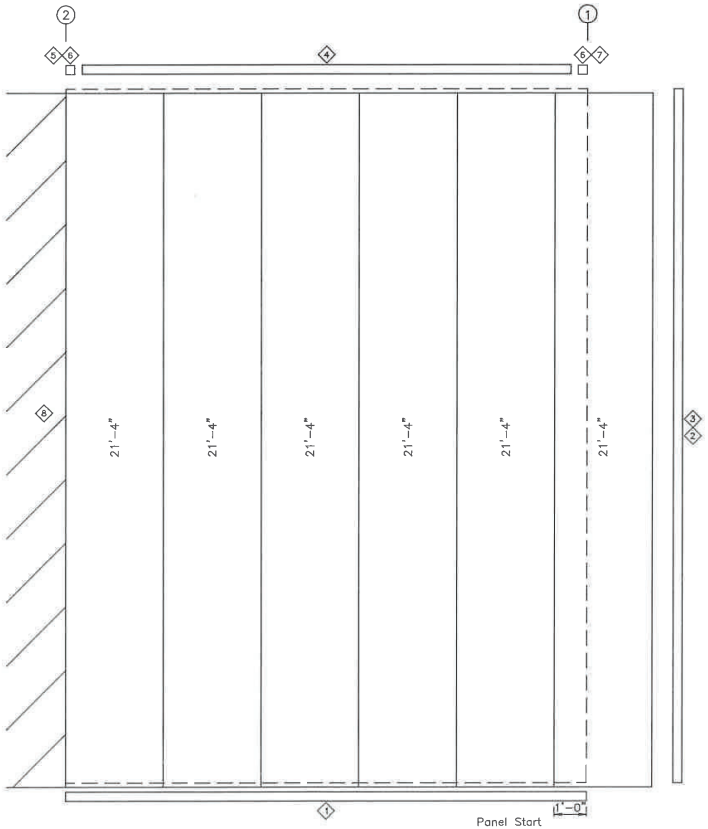
HORNET STEEL BUILDINGS, INC.
GA COA#: PEF006160
EXPIRATION: 06/30/2024

| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 4.1 | CTW | SPW | NONE |

10.21.2024 - Item 7




SIDEWALL FRAMING: FRAME LINE E

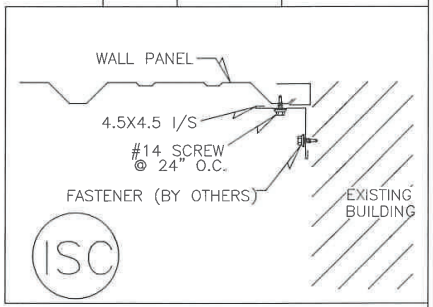



SIDEWALL SHEETING & TRIM: FRAME LINE E

PANELS: 26 Ga. R – ASH GRAY

| TRIM TABLE FRAME LINE E | | | |
|---|---|---|---|
| ◇ID | PART | LENGTH | DETAIL |
| 1 | FL-73 | 20'-0" | TRIM_9 |
| 2 | O/S CORN | 20'-3" | TRIM_5 |
| 3 | O/S CORN | 1'-6" | TRIM_5 |
| 4 | H/S EAVE | 16'-0" | TRIM_14 |
| 5 | H/S I/S COR | 1'-0" | TRIM_15 |
| 6 | RAKE BOX | 1'-4" | |
| 7 | HS COR R | 1'-0" | TRIM_15 |
| 8 | 4.5X4.5 I/S | 10'-11" | ISC |

| MEMBER TABLE FRAME LINE E | | |
|---|---|---|
| MARK | PART | LENGTH |
| G-102 | 8x25Z16 | 15'-11 1/2" |
| CB-100 | 0.50_ROD | 24'-9" |




GEORGIA REGISTERED No. SE001138 STRUCTURAL ENGINEER WAYNE BRAD BAKER

2/16/24

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 DATE: 2/ 5/24

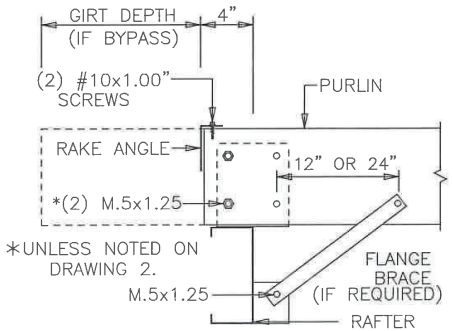
LOCATION: GAINESVILLE, GA 30501

DRAWING NAME: FRAMING & SHEETING LAYOUT

HORNET STEEL BUILDINGS, INC.
GA COA#: PEFD06160
EXPIRATION: 06/30/2024

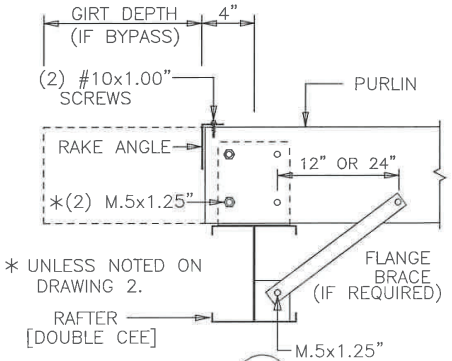
| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 4.2 | CTW | SPW | NONE |

10.21.2024 - Item 7



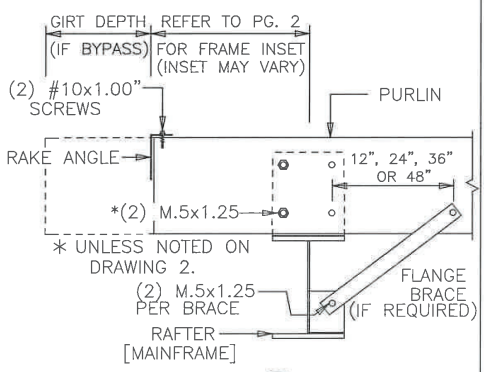

DETAIL A5

PURLIN TO ENDWALL RAFTER



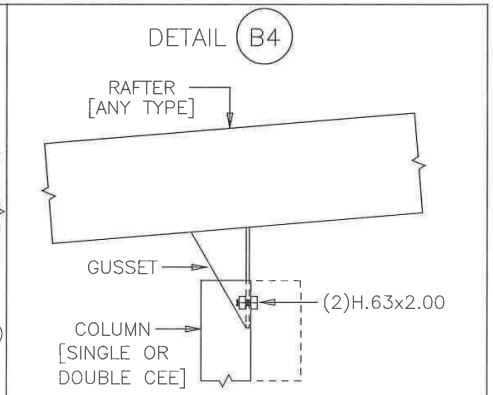

DETAIL A6

PURLIN TO ENDWALL RAFTER



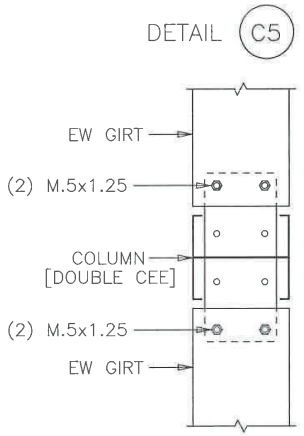

DETAIL A10

PURLIN TO ENDWALL RAFTER

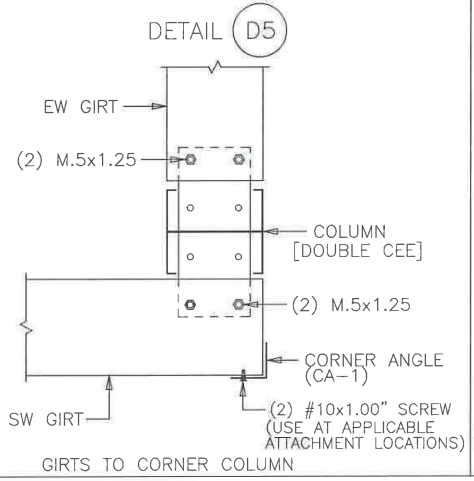



* UNLESS NOTED ON EW FRAMING PLAN

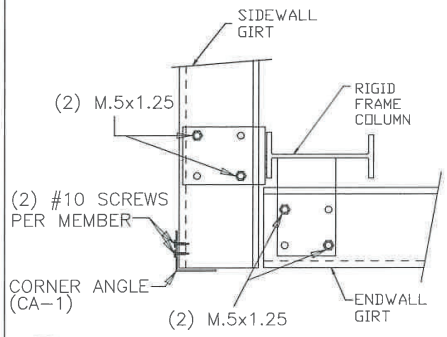
CEE COLUMN / RAFTER CONNECTION



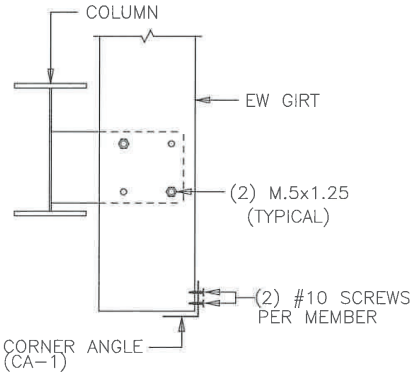

ENDWALL GIRTS TO INTERIOR COLUMN




GIRTS TO CORNER COLUMN




D77 CORNER COLUMN TO WALL GIRT




D82 GIRTS TO CORNER COLUMN

GEORGIA REGISTERED No. SE001188 STRUCTURAL ENGINEER WAYNE BRAD BAKER

2/16/24

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 DATE: 2/ 2/24

LOCATION: GAINESVILLE, GA 30501

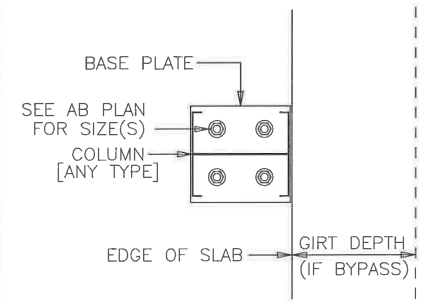
DRAWING NAME: FRAMING DETAILS

NORNET STEEL BUILDINGS, INC. GA COA#: PEF006160 EXPIRATION: 06/30/2024

DRAWING NO: PAGE 5 | DRAWN BY: CTW | CHECKED BY: SPW | SCALE: NONE

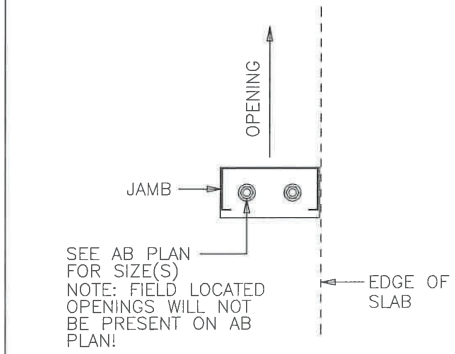
10.21.2024 - Item 7

DETAIL E4



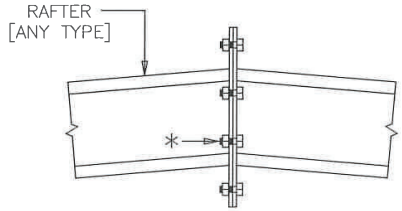

ENDWALL COLUMN BASE DETAIL

DETAIL E5




FRAMED OPENING JAMB BASE DETAIL

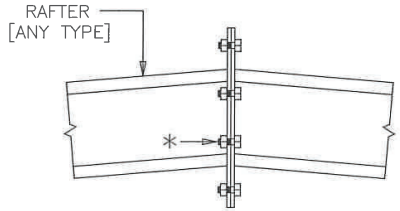
DETAIL F10




* SEE EW FRAMING PLAN FOR SIZE AND QUANTITY OF BOLTS.

RAFTER DETAIL AT RIDGE

DETAIL F11

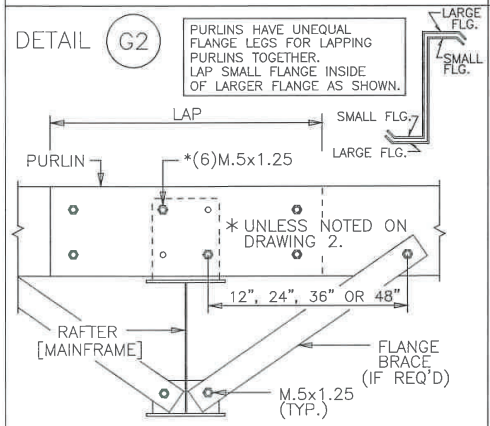



* SEE EW FRAMING PLAN FOR SIZE AND QUANTITY OF BOLTS.

RAFTER DETAIL AT RIDGE

DETAIL G2

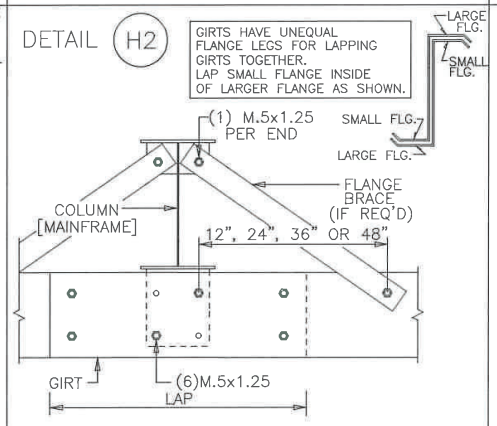
PURLINS HAVE UNEQUAL FLANGE LEGS FOR LAPPING PURLINS TOGETHER. LAP SMALL FLANGE INSIDE OF LARGER FLANGE AS SHOWN.




PURLIN TO MAINFRAME RAFTER

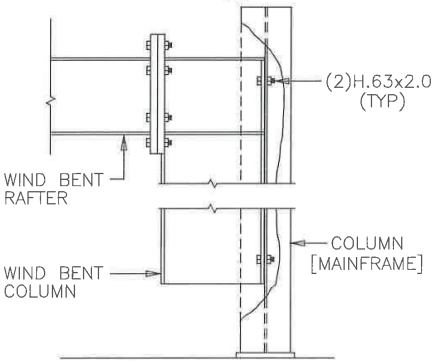
DETAIL H2

GIRTS HAVE UNEQUAL FLANGE LEGS FOR LAPPING GIRTS TOGETHER. LAP SMALL FLANGE INSIDE OF LARGER FLANGE AS SHOWN.

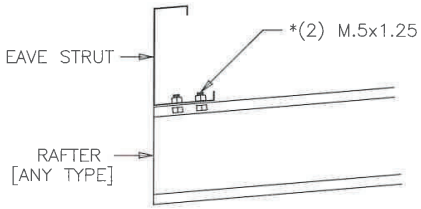



GIRT TO MAINFRAME COLUMN

DETAIL H9




WIND BENT DETAIL




*UNLESS NOTED ON DRAWING 2.

I6 EAVE STRUT CONNECTION AT ENDWALL

GEORGIA REGISTERED No. PE001108 STRUCTURAL ENGINEER WAYNE BRAD BAKER

2/16/24

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 DATE: 2/ 2/24

LOCATION: GAINESVILLE, GA 30501

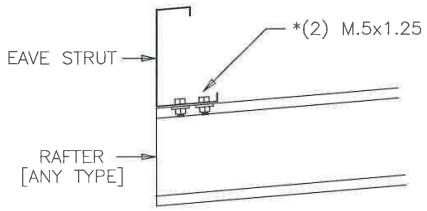
DRAWING NAME: FRAMING DETAILS

HORNET STEEL BUILDINGS, INC.
GA COA#: PET006160
EXPIRATION: 06/30/2024

| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 5.1 | CTW | SPW | NONE |

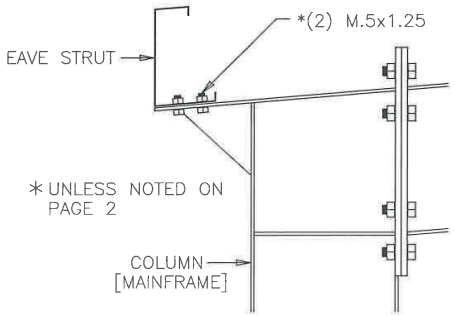
10.21.2024 - Item 7

DETAIL I7

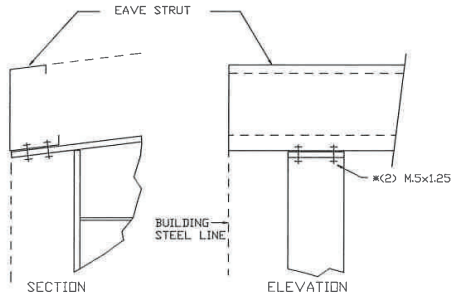



*UNLESS NOTED ON DRAWING 2.

EAVE STRUT CONNECTION AT ENDWALL

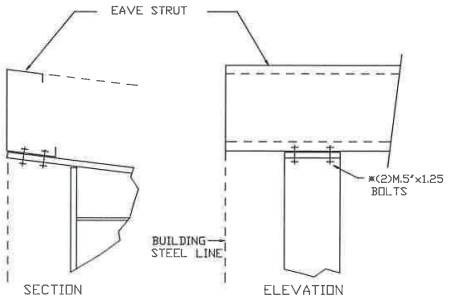



J2 EAVE STRUT CONNECTION AT MAINFRAME




* = UNLESS NOTED ON ROOF FRAMING PLAN

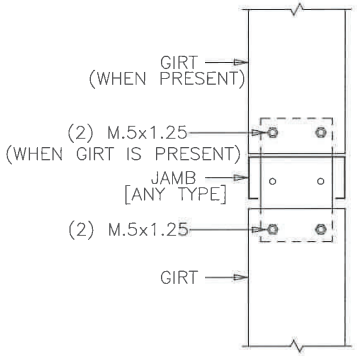
J24 EAVE STRUT TO RIGID FRAME




* = UNLESS NOTED ON FRAMING PLAN

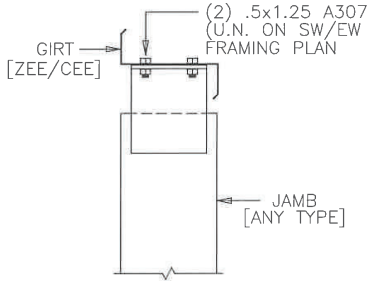
J26 EAVE STRUT TO RIGID FRAME

DETAIL K3



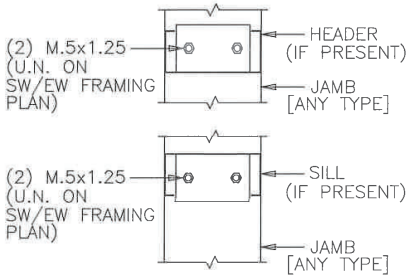

GIRTS TO JAMB

DETAIL L8



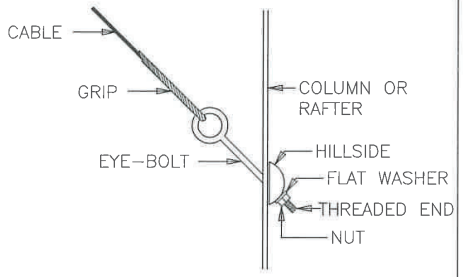

FRAMED OPENING JAMB TO GIRT

DETAIL M3




FRAMED OPENING HEADER/SILL TO JAMB

Q2 CABLE INSTALLATION DETAIL




NOTE: WHEN FLUSH GIRTS/PURLINS ARE USED, FIELD SLOT GIRT OR PURLIN AS REQ'D FOR CABLE/ROD PASSAGE THROUGH PURLIN/GIRT.

GEORGIA REGISTERED No. SE001188 STRUCTURAL ENGINEER WAYNE BRAD BAKER

2/16/24

| ISSUE | DET | CHK | DATE |
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| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 DATE: 2/ 2/24

LOCATION: GAINESVILLE, GA 30501

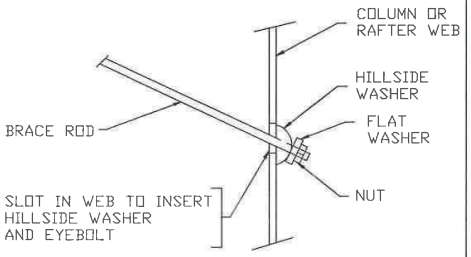
DRAWING NAME: FRAMING DETAILS

HORNET STEEL BUILDINGS, INC.
GA COA#: PEF008160
EXPIRATION: 06/30/2024

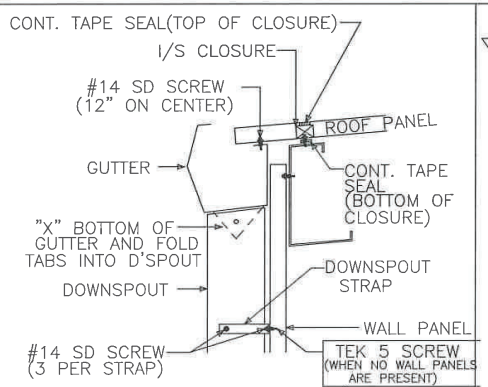
| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 5.2 | CTW | SPW | NONE |

10.21.2024 - Item 7

Q3 DIAGONAL BRACE ROD, NUT END

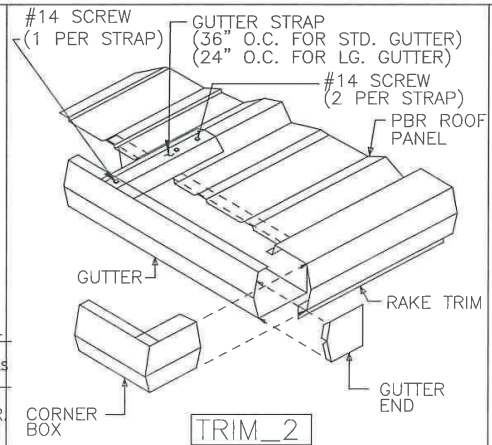



NOTE: WHEN FLUSH GIRTS/PURLINS ARE USED, FIELD SLOT GIRT/PURLIN AS REQ'D FOR CABLE/ROD PASSAGE THROUGH GIRT/PURLIN.

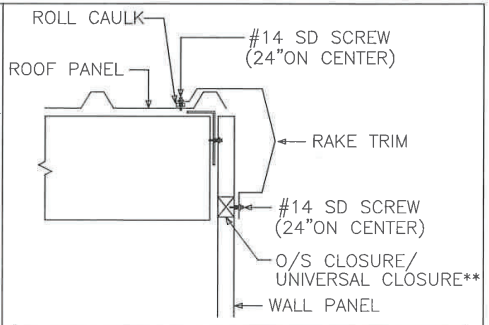



NOTE: INSTALL GUTTER STRAPS 3'-0" ON CENTER.
NOTE: INSTALL D'SPOUT STRAPS 5'-0" ON CENTER.

TRIM_1
GUTTER DETAIL



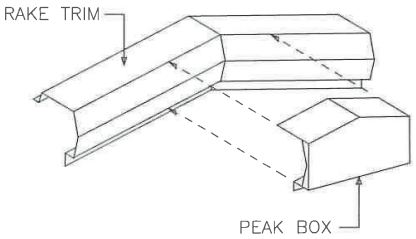

TRIM_2
GUTTER END DETAIL



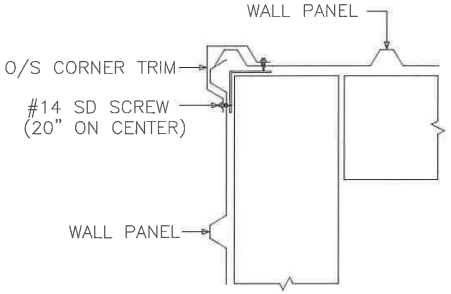

** – O/S CLOSURE FOR ROOF PITCHES UP TO 2:12" UNIVERSAL CLOSURE FOR ROOF PITCHES ABOVE 2:12"

NOTE: FIELD CUT UNIVERSAL CLOSURES TO MATCH WALL PANEL PROFILE (ON PITCH).

TRIM_3
RAKE TRIM DETAIL




TRIM_4
PEAK BOX DETAIL




TRIM_5
O/S CORNER DETAIL

GEORGIA REGISTERED No. PE001788 STRUCTURAL ENGINEER WAYNE BRAD BAKER
2/16/24

| ISSUE | DET. | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 | DATE: 2/ 2/24

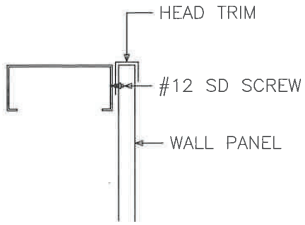
LOCATION: GAINESVILLE, GA 30501

DRAWING NAME: FRAMING DETAILS

HORNET STEEL BUILDINGS, INC.
GA COA#: PEF005160
EXPIRATION: 06/30/2024

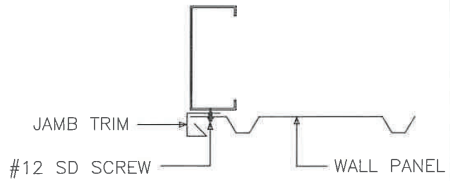
| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 5.3 | CTW | SPW | NONE |

10.21.2024 - Item 7



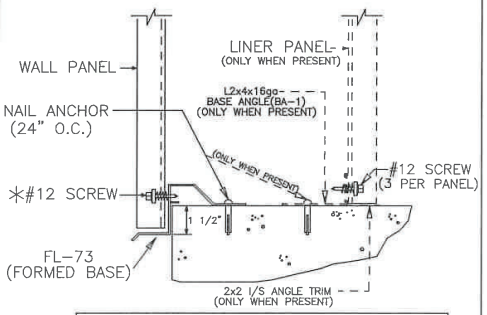

TRIM_7

HEAD TRIM DETAIL AT SILL



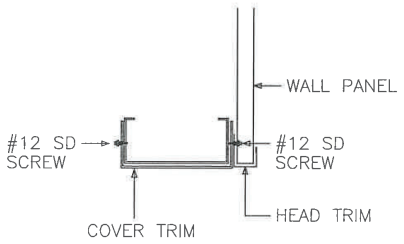

TRIM_8

JAMB TRIM DETAIL AT JAMB



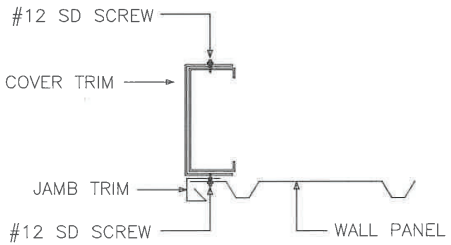

*= 6 PER PANEL FOR STANDARD PBR
3 PER PANEL FOR REV. ROLLED PBR

TRIM_9 FORMED BASE DETAIL



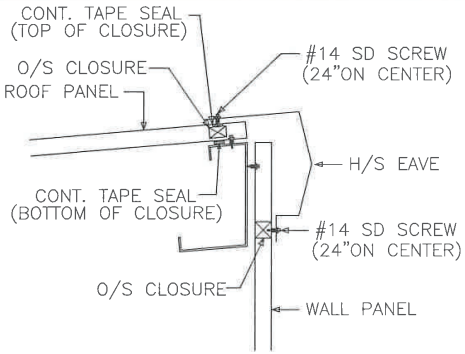

TRIM_10

COVER TRIM DETAIL AT HEADER



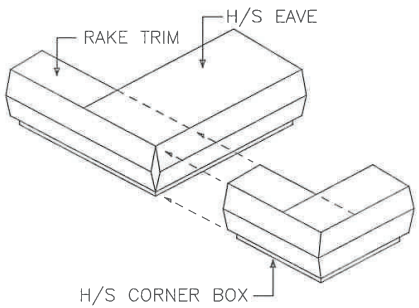

TRIM_11

COVER TRIM DETAIL AT JAMB



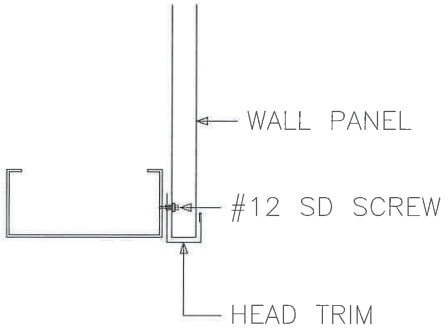

TRIM_14

H/S EAVE DETAIL




TRIM_15

H/S CORNER BOX DETAIL




TRIM_61

HEAD TRIM DETAIL AT HEADER

GEORGIA REGISTERED No. 000118 STRUCTURAL ENGINEER WAYNE BRAD BAKER

2/16/24

| ISSUE | DET | CHK | DATE |
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| | | | |
| | | | |
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 DATE: 2/ 2/24

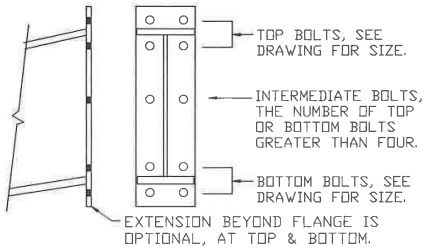
LOCATION: GAINESVILLE, GA 30501

DRAWING NAME: FRAMING DETAILS

HORNET STEEL BUILDINGS, INC.
GA COA#: PEI005160
EXPIRATION: 06/30/2024

DRAWING NO: PAGE 5.4 | DRAWN BY: CTW | CHECKED BY: SPW | SCALE: NONE

10.21.2024 - Item 7




BOLTED END PLATE CONNECTION

## STRUCTURAL BOLTED CONNNECTIONS

REFER TO COVER PAGE "GENERAL NOTES" PARAGRAPH "C", SECTION "9" FOR INSTRUCTIONS ON TIGHTENING ALL A325 AND A490 CONNECTION BOLTS.

## TRIM NOTES:

[1] SEAL TRIM SPLICES WITH TUBE CAULK.
[2] SECURE GUTTER SPLICES AND END PLUGS WITH RIVETS.
[3] SECURE ALL OTHER ROOF TRIM SPLICES WITH TRIM SCREWS UNLESS NOTED OTHERWISE.
[4] TRIM SCREWS ARE LOCATED 24" ON CENTER UNLESS NOTED OTHERWISE.
[5] STD. TRIM SPLICES ARE 3" TOTAL UNLESS NOTED OTHERWISE.

## MORTISE PREPPED PERSONNEL DOORS

ALL MORTISE PREPPED PERSONNEL DOORS COME AS RIGHTHAND REVERSED SWING.

(i.e. STANDING ON THE OUTSIDE OF THE BUILDING FACING THE DOOR, THE LOCK WILL BE ON THE LEFTHAND SIDE OF THE DOOR AND THE DOOR WILL SWING OUTWARD FROM THE BUILDING. )

ANY FIELD MODIFICATIONS ARE THE RE-SPONSIBILITY OF THE ERECTOR AND MBM IS NOT LIABLE FOR LABOR CHARGES NOR DAMAGES DUE TO ERROR.

## BUILT-UP MEMBER LEGEND

| BEAM TYPE | BEAM DEPTH | FLANGE WIDTH | FLANGE THK. | WEB THK. |
|---|---|---|---|---|
| B | 08 | 5 | 4 | 1 |
| B= BUILT-UP | 08= 8" 10= 10" 12= 12" 14= 14" ETC. | 5,6,8,10 OR 12 (INCHES) | MEASURED IN 16ths. (4= 1/4", 5= 5/16" ETC.) | 1= 10ga 3= 3/16" ETC. |

GEORGIA REGISTERED No. SE001188 STRUCTURAL ENGINEER WAYNE BRAD BAKER
2/16/24

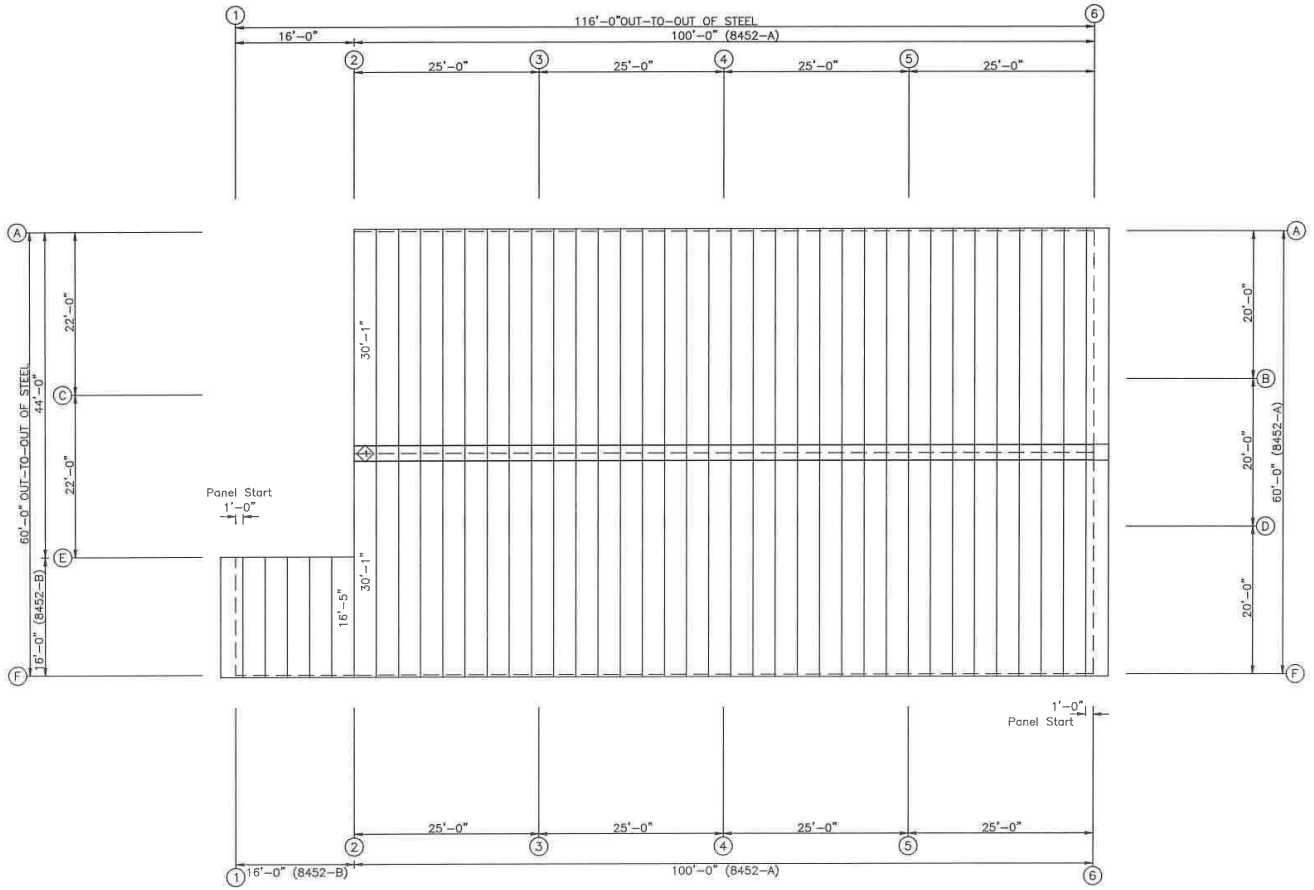
HORNET STEEL BUILDINGS, INC.
GA COA#: PEF006160
EXPIRATION: 06/30/2024

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

DCI METAL BUILDINGS
CUSTOMER: PADEN DUNAGAN
JOB NO: 8452 DATE: 2/ 2/24
LOCATION: GAINESVILLE, GA 30501
DRAWING NAME: FRAMING DETAILS
DRAWING NO: PAGE 5.5 DRAWN BY: CTW CHECKED BY: SPW SCALE: NONE

10.21.2024 - Item 7

| TRIM TABLE ROOF PLAN | | |
|---|---|---|
| ◇ID | PART | LENGTH |
| 1 | D/F CAP6 | 3'-0" |




ROOF SHEETING PLAN

PANELS: 26 GA. PBR – GALVALUME

GEORGIA REGISTERED No. GE001188 STRUCTURAL ENGINEER WAYNE BRAD BAKER

2/6/24

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER: PADEN DUNAGAN

JOB NO: 8452 | DATE: 2/ 5/24

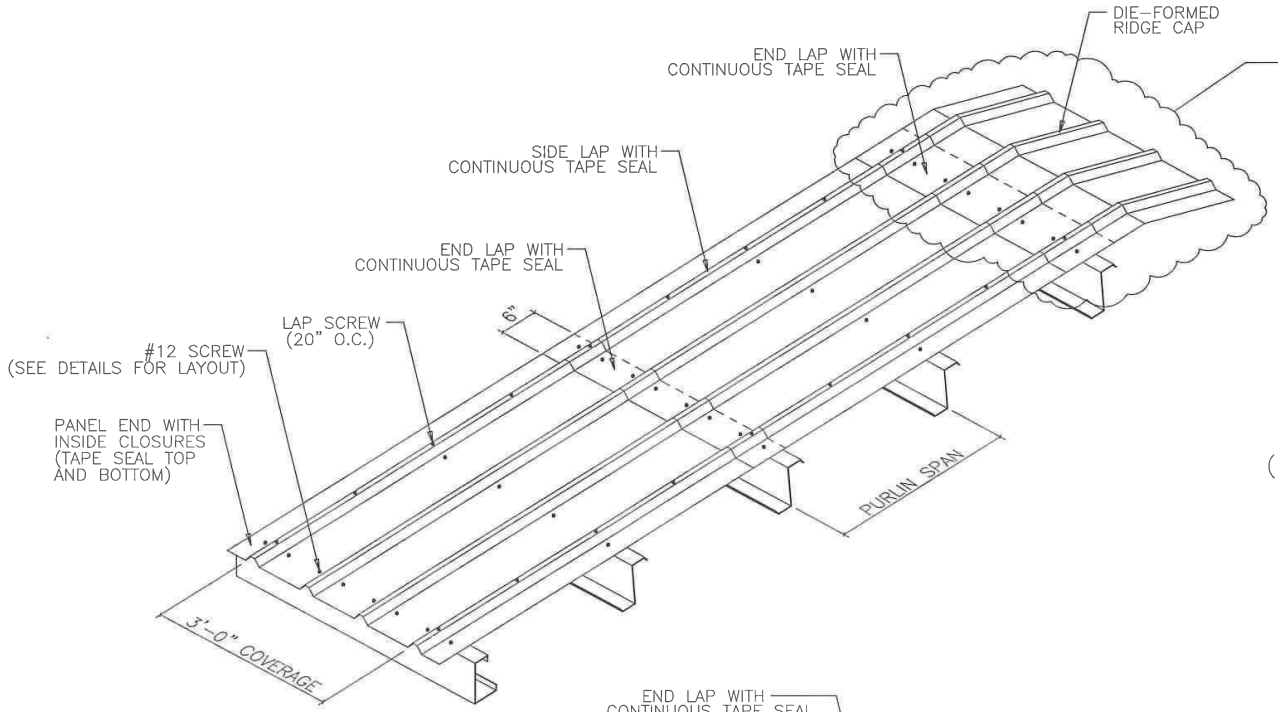
LOCATION: GAINESVILLE, GA 30501

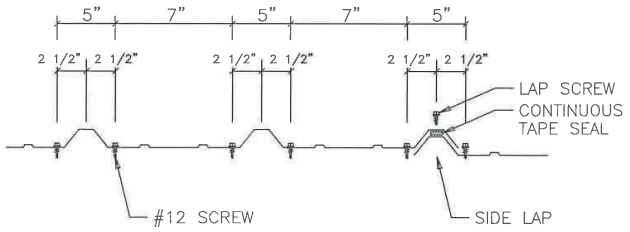
DRAWING NAME: ROOF PANELS & TRIM

HORNET STEEL BUILDINGS, INC.
GA COA#: PEPD08160
EXPIRATION: 06/30/2024

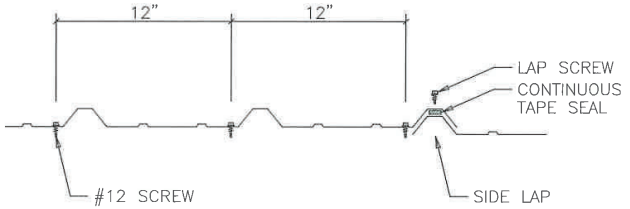
| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 6 | CTW | SPW | NONE |

10.21.2024 - Item 7

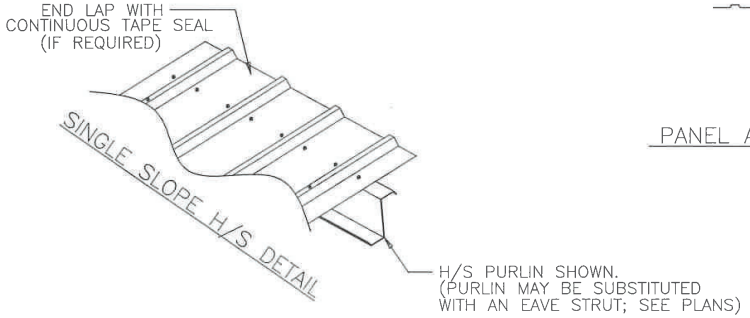



PANEL ATTACHMENT AT PANEL END
(PEAK PURLIN, EAVE STRUT, AND PANEL END LAPS)




PANEL ATTACHMENT AT INTERMEDIATE MEMBERS




NOTES:

[1] ALL END LAPS MUST BE A MINIMUM OF 6".

[2] METAL SHAVINGS MUST BE SWEPT FROM THE ROOF EACH DAY DURING ERECTION TO PREVENT SURFACE RUSTING.

[3] TAPE SEAL MUST BE APPLIED WITH NO GAPS OR BREAKS.

[4] #12 SCREWS ARE USED TO ATTACH THE PANEL TO THE PURLINS. #14 LAP SCREWS ARE USED AT THE PANEL-TO-PANEL ATTACHMENTS. ALL FASTENERS ARE SELF-DRILLING.

GEORGIA REGISTERED No. PE001188 STRUCTURAL ENGINEER WAYNE BRAD BAKER
2/16/24

HORNET STEEL BUILDINGS, INC.
GA COA#: PEF008160
EXPIRATION: 06/30/2024

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER:

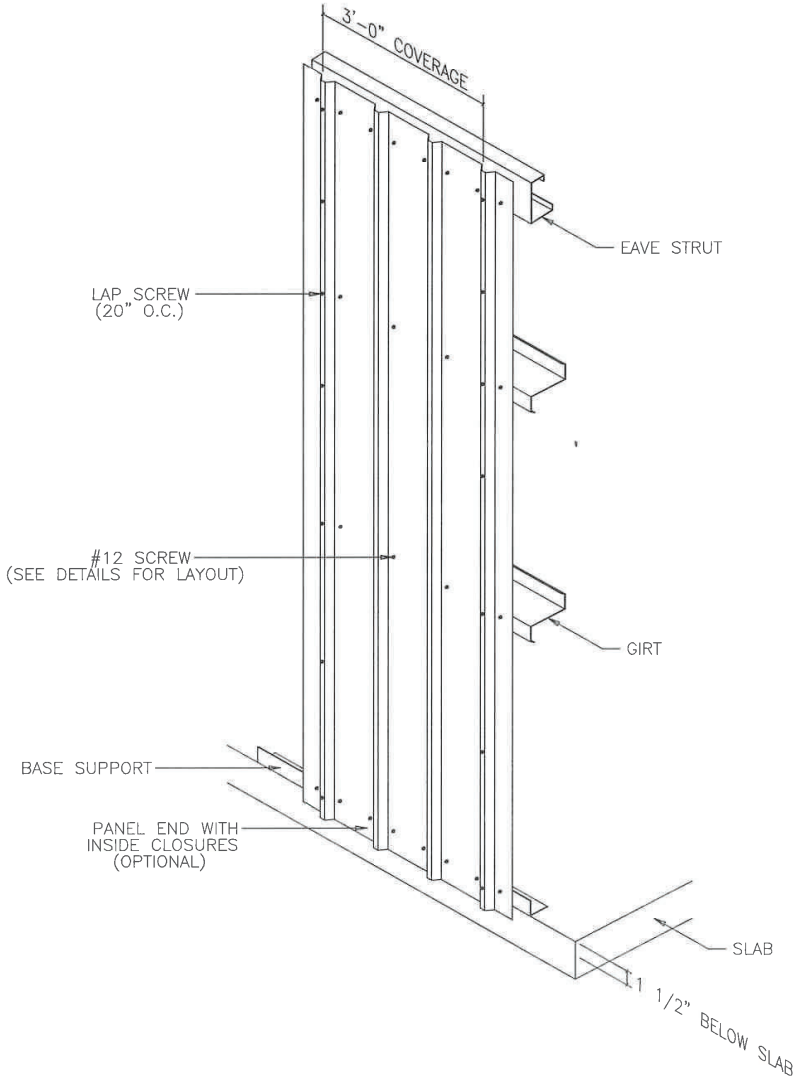
JOB NO: 8452 | DATE: 2/ 2/24

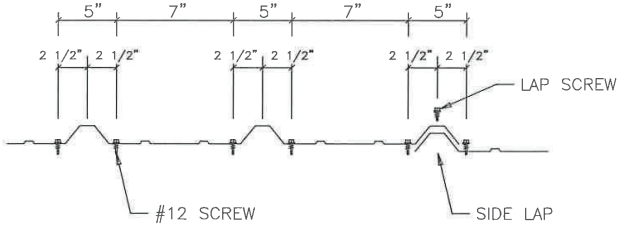
LOCATION: GAINESVILLE, GA 30501

DRAWING NAME: ROOF PANEL DETAILS

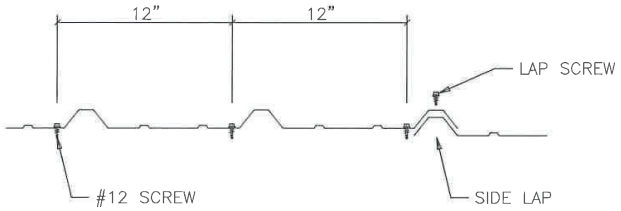
| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 6.1 | CTW | SPW | NONE |

10.21.2024 - Item 7

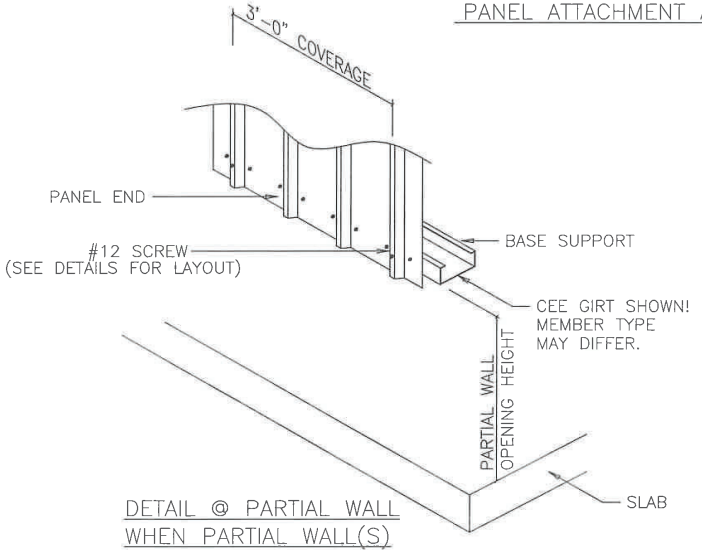



PANEL ATTACHMENT AT PANEL END
(BASE, EAVE STRUT, HEADER, SILL, AND PANEL END LAPS)




PANEL ATTACHMENT AT INTERMEDIATE MEMBERS




DETAIL @ PARTIAL WALL
WHEN PARTIAL WALL(S)
ARE PRESENT

NOTES:

[1] METAL SHAVINGS MUST BE SWEPT FROM THE WALL EACH DAY DURING ERECTION TO PREVENT SURFACE RUSTING.

[2] #12 SCREWS ARE USED TO ATTACH THE PANEL TO THE GIRTS. #14 LAP SCREWS ARE USED AT THE PANEL-TO-PANEL ATTACHMENTS. ALL FASTENERS ARE SELF-DRILLING.

GEORGIA REGISTERED No. SE001188 STRUCTURAL ENGINEER WAYNE BRAD BAKER
2/16/24

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
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DCI METAL BUILDINGS

CUSTOMER:

JOB NO: 8452 | DATE: 2/ 2/24

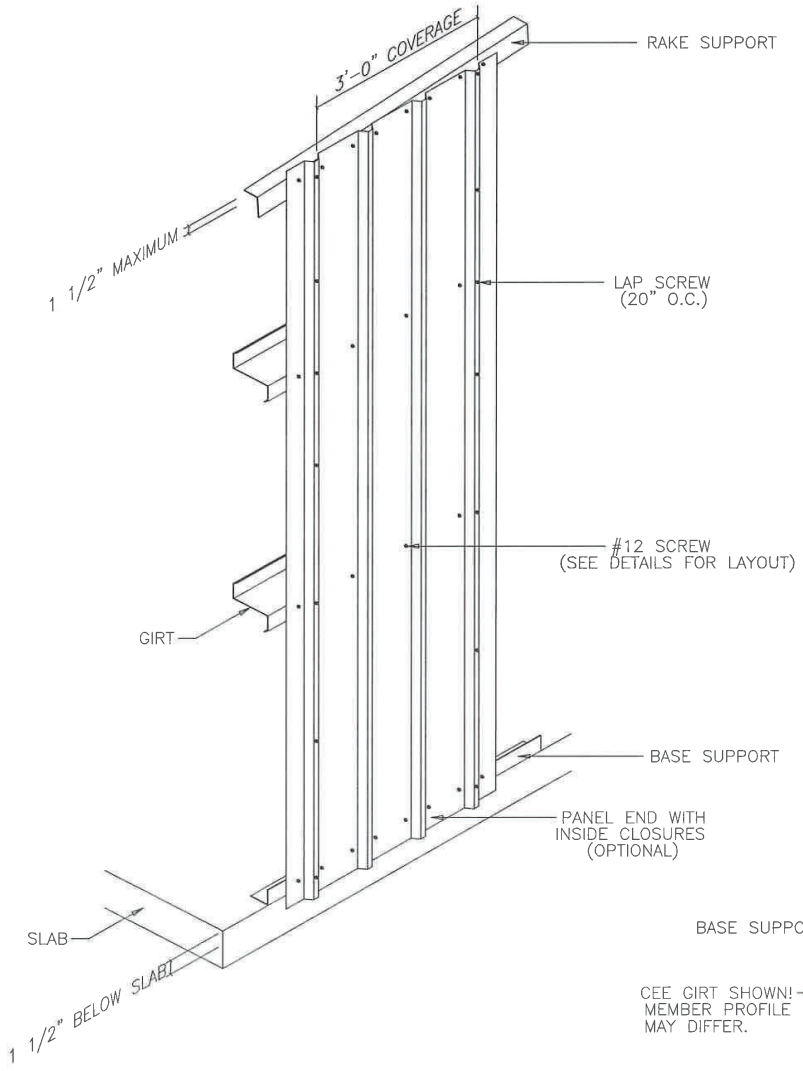
LOCATION: GAINESVILLE, GA 30501

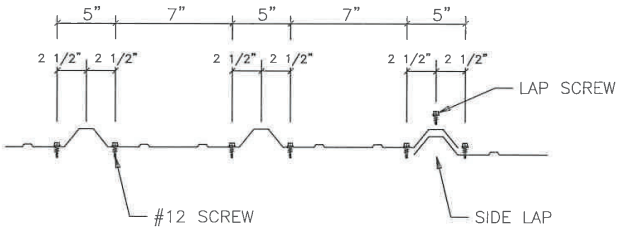
DRAWING NAME: SIDEWALL PANEL DETAILS

HORNET STEEL BUILDINGS, INC.
GA COA#: PE7006160
EXPIRATION: 08/30/2024

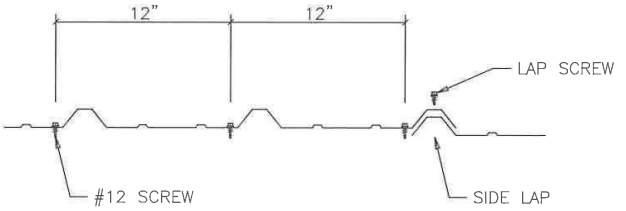
| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 7 | CTW | SPW | NONE |

10.21.2024 - Item 7

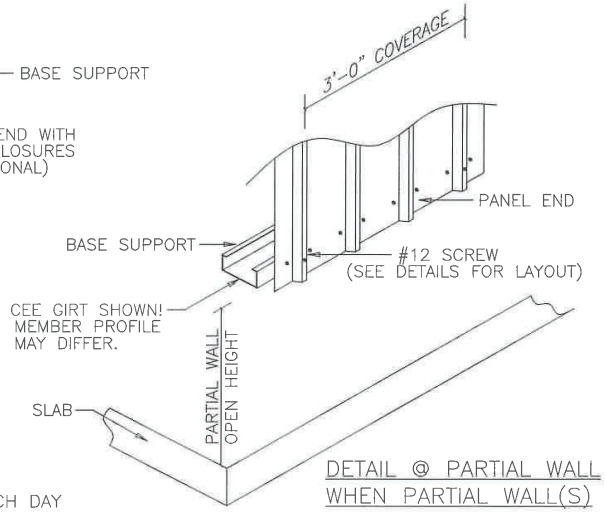



PANEL ATTACHMENT AT PANEL END
(BASE, EAVE STRUT, HEADER, SILL, AND PANEL END LAPS)




PANEL ATTACHMENT AT INTERMEDIATE MEMBERS




DETAIL @ PARTIAL WALL WHEN PARTIAL WALL(S) ARE PRESENT

NOTES:

[1] METAL SHAVINGS MUST BE SWEPT FROM THE WALL EACH DAY DURING ERECTION TO PREVENT SURFACE RUSTING.

[2] #12 SCREWS ARE USED TO ATTACH THE PANEL TO THE GIRTS. #14 LAP SCREWS ARE USED AT THE PANEL–TO–PANEL ATTACHMENTS. ALL FASTENERS ARE SELF–DRILLING.

GEORGIA REGISTERED No. SEC011128 STRUCTURAL ENGINEER WAYNE BRAD BAKER
2/16/24

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
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DCI METAL BUILDINGS

CUSTOMER:

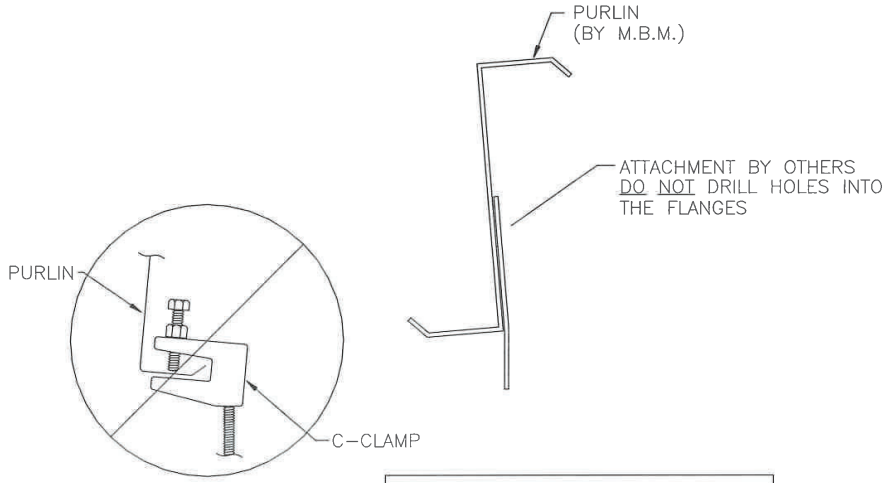
JOB NO: 8452 DATE: 2/ 2/24

LOCATION: GAINESVILLE, GA 30501

DRAWING NAME: ENDWALL PANEL DETAILS

HORNET STEEL BUILDINGS, INC.
GA COA#: PEN008160
EXPIRATION: 06/30/2024

| DRAWING NO: | DRAWN BY: | CHECKED BY: | SCALE: |
|---|---|---|---|
| PAGE 8 | CTW | SPW | NONE |




Flange C–Clamp is not an acceptable connection

NOTE: M.B.M. only provides the roof purlin. All other material and hardware is by others.

## Recommended Connection Detail

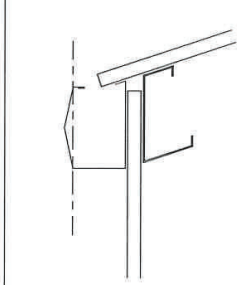
## NOTE

MANY FACTORS BEYOND THE CONTROL OF THE METAL BUILDING SUPPLIER AFFECT THE ABILITY OF A PURLIN TO SAFELY SUPPORT HANGING LOADS COMBINED WITH OTHER REQUIRED ROOF LOADS. DUE TO THE VARIABLES INVOLVED IN HANGING LOADS AND THEIR ATTACHMENTS TO THE PURLINS, THE METAL BUILDING SUPPLIER CANNOT ASSURE THAT THE PURLINS FOR A PARTICULAR BUILDING PROJECT CAN SAFELY SUPPORT THE MAXIMUM ALLOWABLE HANGING LOADS IN COMBINATION WITH OTHER ROOF LOADS.

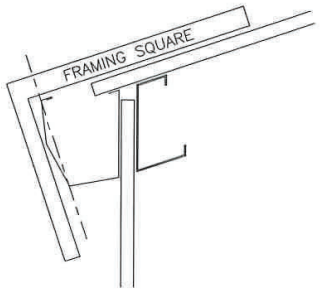
IT IS THE RESPONSIBILITY OF THE HANGER SYSTEM INSTALLER TO COORDINATE WITH THE ENGINEER OF RECORD FOR THE OVERALL PROJECT TO ENSURE A SAFE HANGING LOAD INSTALLATION. THE METAL BUILDING ENGINEER IS NOT THE ENGINEER OF RECORD FOR THE OVERALL PROJECT. WITHOUT SPECIFIC CERTIFICATION FOR INDIVIDUAL HANGING LOADS, THE NET EFFECTS OF APPLIED HANGER LOADS INSTALLED ON A PARTICULAR PURLIN SHALL NOT EXCEED THE NET EFFECTS OF THE CERTIFIED UNIFORMLY APPLIED DESIGN COLLATERAL LOAD.

HANGING LOADS SHOULD NOT BE APPLIED TO THE PURLIN LIP. WHERE PERMISSIBLE, THE BEST PRACTICE FOR HANGING LOADS IS TO ATTACH TO THE PURLIN WEB USING A BOLT AND NUT, OR SELF–DRILLING SCREWS.

HANGING UNIFORM LOADS SUCH AS SPRINKLER MAINS OR HVAC EQUIPMENT SHOULD BE DISTRIBUTED OVER SEVERAL PURLINS, AND SHOULD NEVER EXCEED THE COLLATERAL LOAD ALLOWANCE FOR THE ROOF SYSTEM. FOR UNIFORM LOADS THAT RUN PARALLEL TO THE PURLINS, IT MAY BE NECESSARY TO USE TRANSVERSE SUPPORT CHANNELS( A.KA. TRAPEZE BEAMS) ATTACHED TO THE WEBS OR FLANGES OF ADJACENT PURLINS TO SPREAD THE LOAD BETWEEN TWO OR MORE PURLINS. IN SUCH CASES, CONTACT THE BUILDING MANUFACTURER OR A LOCAL PROFESSIONAL ENGINEER PRIOR TO ATTEMPTING TO HANG LOADS FROM THE PURLINS

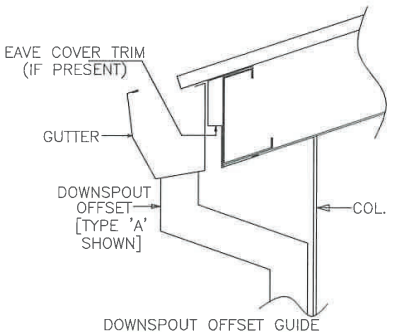


**DO NOT** INSTALL GUTTER WITH OUTSIDE FACE PERPENDICULAR TO THE GROUND.

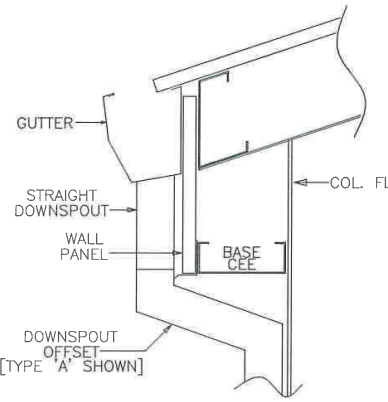



INSTALL GUTTER WITH OUTSIDE FACE PERPENDICULAR TO THE ROOF.

## GUTTER INSTALLATION DETAIL (ONLY IF PROVIDED)




DOWNSPOUT OFFSET GUIDE FOR SIDEWALLS WITHOUT WALL PANELS (REFER TO TRIM DETAILS FOR STRAP AND FASTENER INSTALLATION INSTRUCTIONS!)




DOWNSPOUT OFFSET GUIDE FOR PARTIAL SIDEWALLS WITH WALL PANELS (REFER TO TRIM DETAILS FOR STRAP AND FASTENER INSTALLATION INSTRUCTIONS!)

GEORGIA REGISTERED No. PE001188 STRUCTURAL ENGINEER WAYNE BRAD BAKER 2/16/24

| ISSUE | DET | CHK | DATE |
|---|---|---|---|
| | | | |

DCI METAL BUILDINGS

CUSTOMER:

JOB NO: 8452 DATE: 2/ 2/24

LOCATION: GAINESVILLE, GA 30501

DRAWING NAME: SPECIAL DETAILS

DRAWING NO: PAGE 9 | DRAWN BY: CTW | CHECKED BY: SPW | SCALE: NONE

HORNET STEEL BUILDINGS, INC.
GA COA#: PEF006160
EXPIRATION: 06/30/2024

10.21.2024 - Item 7

AFTER RECORDING PLEASE RETURN TO:
Hulsey, Oliver & Mahar
P. O. Box 1457
Gainesville, GA 30503
ATTENTION: T. Wesley Robinson

**eFiled and eRecorded**
**DATE: 12/23/2021**
**TIME: 8:55 AM**
**DEED BOOK: 9020**
**PAGE: 724 - 727**
**FILING FEES: $25.00**
**TRANSFER TAX: $500.00**
**PARTICIPANT ID: 6515028652**
**PT61: 069-2021-012922**
**RECORDED BY: CH**
**CLERK: Charles Baker, C.S.C**
**Hall County, GA**

# WARRANTY DEED

## GEORGIA, HALL COUNTY:

This deed made by and between **W.W. Roberts Construction Co., Inc.**, Grantor, and **Paden Dunagan,** Grantee,

**WITNESSETH**, that the said Grantor, for and in consideration of Ten ($10.00) Dollars and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantee,

All that 54.26 acre tract or parcel of land lying and being in the Candler District, Georgia Militia District 1385, and being denominated as Tracts I, II and III of the O.W. West Estate as shown on a survey prepared for the O.W. West Estate by Henry Bailey, Registered Surveyor, dated February 20, 1974, and being described according to said survey as follows:

BEGINNING at an iron pin corner located at a point common to the within described property and property now or formerly belonging to J.D. Smallwood, said point being located on the westerly right of way of State Highway #60; thence South 65 degrees 08 minutes West 43.14 feet to an iron pin corner; thence North 69 degrees 52 minutes West 776.77 feet to rock corner; thence South 29 degrees 00 minutes West 1,363.93 feet to a rock corner; thence South 14 degrees 55 minutes East 594.84 feet to a rock corner; thence South 26 degrees 01 minutes West 249.23 feet to an iron pin corner; thence continuing South 26 degrees 01 minutes West 15 feet to a point located in the centerline of a creek; thence in a northerly direction along the meanderings of said creek the following courses and distances: North 34 degrees 12 minutes West 62.43 feet; thence North 22 degrees 21 minutes East 63.37 feet; thence North 53 degrees 37 minutes West 72.06 feet; thence North 01 degrees 08 minutes East 146.45 feet; thence North 00 degrees 21

minutes East 75.52 feet; thence North 43 degrees 41 minutes West 27.09 feet; thence North 09 degrees 11 minutes West 71.94 feet; thence North 27 degrees 20 minutes West 114.27 feet; thence North 29 degrees 56 minutes West 86.14 feet; thence North 27 degrees 19 minutes West 165.19 feet; thence North. 39 degrees 07 minutes West 79.29 feet; thence North 06 degrees 14 minutes East 55.11 feet; thence North 47 degrees 01 minutes West 96.36 feet; thence North 12 degrees 08 minutes East 70.92 feet; thence North 14 degrees 38 minutes West 71.91 feet; thence North 01 degrees 22 minutes East 97.29 feet; thence North 84 degrees 01 minutes West 42.82 feet; thence North 20 degrees 35 minutes West 40.14 feet; thence North 01 degrees 31 minutes West 73.62 feet; thence North 73 degrees 38 minutes West 29.79 feet; thence North 10 degrees 36 minutes West 128.01 feet; thence North 11 degrees 54 minutes West 78.28 feet; thence North 15 degrees 10 minutes West 95.22 feet; thence leaving the centerline of said creek and running North 25 degrees 47 minutes West 10 feet to a point; thence North 29 degrees 55 minutes West 700.87 feet to an axle located at a point common to the within described property, property of Ewin W. Head and property of Horace C. Land; thence North 75 degrees 08 minutes East 671.56 feet to an iron pin corner; thence North 76 degrees 52 minutes East 863.81 feet to a rock corner; thence North 59 degrees 12 minutes East 634.48 feet to an iron pin corner located on the westerly right of way of Georgia Highway #60; thence South 29 degrees East along the westerly right of way of Highway #60 a distance of 88.68 feet to an iron pin; thence South 21 degrees 32 minutes East along the westerly right of way of Highway #60 a distance of 429.52 feet to an iron pin corner; thence South 06 degrees 34 minutes East along the westerly right of way of Highway #60 a distance of 429.52 feet to an iron pin corner; thence South 00 degrees 54 minutes West along the westerly right of way of Highway #60 a distance of 275.18 feet to the point of beginning.

LESS AND EXCEPT:
All that tract or parcel of land lying and being in Georgia Militia District 1385, Hall County, Georgia and being more particularly described as follows:

To locate the TRUE PLACE OR POINT OF BEGINNING, COMMENCE at the point of intersection of the westerly right-of-way boundary line of Candler Road (an 80' right-of-way) and the centerline of Lee Land Road; proceed thence, along the westerly right-of-way boundary line of said Candler Road and, following the meanderings thereof in a southeasterly direction for a distance of 2,260 feet to a point on the westerly right-of-way boundary line of Candler Road marked by a ½" rebar set, said point being the TRUE PLACE OR POINT OF BEGINNING. From the True Place or Point of Beginning as thus established, proceed thence along the westerly right-of-way boundary line of said Candler Road, following the arc of a curve to the right an arc distance of 449.73 feet to a point marked by a P.K. nail set (said arc having a radius of 1,738.61 feet and being subtended by a chord having a bearing of South 09 degrees 37 minutes 10 seconds East and a length of 448.48 feet); thence, leaving the westerly right-of-way boundary line of said

Candler Road, proceed South 83 degrees 16 minutes 20 seconds West a distance of 275.00 feet to a point marked by a 1/2" rebar set; thence, proceed North 09 degrees 37 minutes 10 seconds West a distance of 448.48 feet to a point marked by a 1/2" rebar set; thence, proceed North 83 degrees 16 minutes 20 seconds East a distance of 275.00 feet to a point marked by a 1/2" rebar set on the westerly right-of-way boundary line of said Candler Road, said point being the TRUE PLACE OR POINT OF BEGINNING. Said tract or parcel of land is shown to have an area of 2.927 acres as depicted on a plat of survey prepared by Carlan Land Surveyors for W.W. Roberts Construction Co., dated September 29, 2016 and bearing the signature and seal of Christopher J. Carlan.

LESS AND EXCEPT:
All that tract or parcel of land lying and being in GMD 1385 (Candler), Hall County, Georgia, containing 12.0383 acres, more or less, according to a survey for Paden M. Dunagan dated December 19, 2019, prepared by Kytle Engineering & Land Surveying, LLC, GRLS, and more particularly described according to said survey as follows:

BEGINNING at a 1/2" rebar located on the West right-of-way of Georgia Highway 60/Candler Road, said road having an 80' ROW, said pin being located South 37°31'35" East, 1,802.60' from the centerline intersection of Georgia Highway 60 and L. E. Land Road; thence along the said right-of-way an arc distance of 432.84', said arc being subtended by a chord bearing South 26°73'41" East, 431.61' and having a radius of 1,656.69' to a 1/2" rebar found; thence leaving said right-of-way South 81°53'48" West, 275.06' to an iron pin; thence South 74°05'39" West, 1,587.35' to an iron pin set; thence North 32°15'15" West, 218.73' to an iron pin; thence North 73°15'02" East, 672.24' to an iron pin found; thence North 73°03'10" East, 664.27' to a rock found; thence North 57°25'38" East, 634.43' to an iron pin, said pin being located at the TRUE POINT OF BEGINNING.

Reference to said survey is hereby made for a more full and complete description of said property.

**TO HAVE AND TO HOLD** the said premises, together with all rights and appurtenances unto the said Grantee, forever in **FEE SIMPLE**, and the Grantor **WARRANT** the title to the same against the lawful claims of all persons whomever.

Whenever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the Grantor has hereunto set his hand and affixed his seal this 22nd day of December, 2021.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

T. WESLEY ROBINSON NOTARY PUBLIC COMMISSION EXPIRES Aug 4, 2022 HALL COUNTY GA

TWR/jbp/T8534/260731

W.W. Roberts Construction Co., Inc.

By: (SEAL)
Donald W. Roberts, President

BK7882PG615

FILED
HALL CO., GA
17 APR 13 AM 11:53
CHARLES BAKER, CLERK
SUPERIOR-STATE COURT
BY JP

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 72.00
Date 4-13-17
Charles Baker
Superior Court Clerk
By JP
PT61 069- 2017-002620

after recording, return to:
SCOTT A. BALL File: V
STEWART, MELVIN & FROST, LLP
PO BOX 3280
GAINESVILLE, GA 30503

# LIMITED WARRANTY DEED

THIS INDENTURE is made this 12th day of **April, 2017**, between

**FAYE ROBERTS PECK PASS f/k/a FAYE ROBERTS PECK**
(hereinafter referred to as "Grantor")

and

**PADEN M. DUNAGAN**
(hereinafter referred to as "Grantee")

("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits.)

WITNESSETH

GRANTOR, in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described property, to wit:

**See Attached Exhibit "A"**

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantees forever in FEE SIMPLE.

AND GRANTORS WILL WARRANT and forever defend the right and title to the Land unto Grantees against the claims of all persons whomsoever claiming by, under, or through said Grantor.

EXECUTED under seal as of the date above.

Signed, sealed, and delivered
in the presence of:

Unofficial Witness

Notary Public

SCOTT A. BALL NOTARY PUBLIC COMMISSION EXPIRES December 1, 2017 HALL COUNTY, GA

Faye Roberts Peck Pass (Seal)
**FAYE ROBERTS PECK PASS**

**SAB FILE # 77445**

# EXHIBIT "A"

Description of Property

All that tract or parcel of land lying and being the Candler District, Hall County, Georgia on the Western side of the Gainesville-Candler Road, consisting of 10.5 acres, more or less, and known and designated as Lots 31 and 38 as shown by a plat entitled "Lands of the A. W. Bell Estate, Mrs. A. W. Bell, Sr. and A. W. Bell, Jr., Being all of the Sole Heirs," recorded in Plat Book 14, Pages 111-112, Hall County, Georgia Plat Records, said plat is hereby incorporated by reference and made a part of this description, being property known as **2010 Candler Road** according to the 2016 system of numbering properties by the Hall County Tax Assessor's office.

LESS AND EXCEPT: All that tract or parcel of land lying and being in GMD 1385, Hall County, Georgia, consisting of 2.00 acres as described on that Warranty Deed between Faye R. Pass and Michael Collinson and Phyllis Bagwell dated November 20, 2001, recorded in Deed Book 4042, Page 160, Hall County, Georgia Deed Records.

Said property is conveyed together with and subject to all easements, covenants, and restrictions of record, including but not limited to that Easement Agreement for a drive recorded in Deed Book 4042 Page 156 of the Hall County, Georgia Deed Records.

**77445 Description**

JRP

# Hall County Government
BOARD OF COMMISSIONERS

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

CHAIRMAN
**Richard P. Higgins**

**Kathy L. Cooper,** District 1
**Billy Powell,** District 2
**Shelly Echols,** District 3
**Jeff Stowe,** District 4

COUNTY ADMINISTRATOR
**Jock A. Connell**

ASSISTANT
COUNTY ADMINISTRATOR
**Marty Nix**

ASSISTANT
COUNTY ADMINISTRATOR
**Zachary T. Propes**

COUNTY CLERK
**Lisa A. Ritchie**

June 1, 2021

Paden Dunagan
3515 Tanners Mill Road
Gainesville, GA 30507

RE: **Application to Rezone**

Dear Mr. Dunagan:

Please be advised that in its Voting Meeting on May 27, 2021, the Hall County Board of Commissioners voted to approve the following application with the listed conditions.

Application of Paden Dunagan to rezone from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) on a 8.81± acre tract located on the west side of Candler Road approximately 1,676 feet from its intersection with Lee Land Road; a.k.a. 2010 Candler Road; Zoned AR-IV; Tax Parcel 15031A000002. Proposed Use: permitted industrial uses within the I-II zoning district - welding shop. Commission District 3.

CONDITIONS:

1. Upon approval, the applicant shall apply for and maintain a Hall County Business License.
2. The standards of the Gateway Corridors Overlay District (GCOD) shall be met for all future development.
3. All future development shall be subject to Development Review and the necessary permitting procedures.
4. All conditions of approval shall be recorded on any subsequent plats of this property.

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

CITY OF
GAINESVILLE

WATER RESOURCES

September 5, 2024

Paden M. Dunagan
1205 Industrial Boulevard
Gainesville, GA 30501

Re: Water Availability
Dunagan Industrial Park
2010 Candler Road, GMD 1385, Hall County, GA

Dear Mr. Dunagan,

Regarding your request for information on the above referenced property, the City of Gainesville owns and operates an existing 8-inch water main at the intersection of Lee Land and Candler Roads (approximately 1,700 LF from the property), and a 6-inch water main along the frontage of the subject property in the Candler Road right-of-way.

Depending on proposed water use, City flow tests and hydraulic modeling, capacity may be available through either 1) constructing a water main extension to connect to the existing 8-inch water main located at the intersection of Lee Land and Candler Roads, or 2) connecting to the existing 6-inch main in the Candler Road right-of-way. Actual connection location cannot be determined until more information is provided.

This confirmation is good for one year from the date of this letter at which time, it will become null and void unless construction has commenced.

Please call me at (770) 538-2406 should you have any questions.

Sincerely,

*Tracy Robar*

Tracy Robar, PE
Engineering & Construction Services Division Manager

cc: Nick Swafford, Permitting and GIS Services Manager

## Kaitlyn Elliott (Planning)

**From:** Emily McGahee (Environmental Health)
**Sent:** Monday, September 16, 2024 3:52 PM
**To:** Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
**Cc:** Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
**Subject:** HCPC Tentative Agenda 10.21.24

Please find Environmental Health comments below:

Item 1, 6178 Grant Ford Road, Caswell: 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 2A/B, 5563 Waterwood Drive, Brumbelow: Environmental Health performed an existing system evaluation in regards to the proposed mobile home on August 15, 2024 and has no issues with the current 2 bdrm mobile home replacement location.

Item 3, 0/3902 Belmont Hwy, Simpson: No comment.

Item 4, 1780 Hancock Ave Ext, Jones Tree Service: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5, 6619 Lanier Island Pkwy, UHC: The existing onsite sewage management system is sized/approved for 5 employees only.

Item 6A/B, 2811 Athens Hwy, Dunagan: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 7, 0/2010 Candler Road, Dunagan: 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 8, 0/4435 Ridge Road, Puckett: Public sewer. A Food Service permit/plan review may be required depending on businesses proposed. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 9, 5859/5871 Brookton Lula Road, Helton: No comment.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing:  PO Box 5901
Gainesville, GA  30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health  (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

## Kaitlyn Elliott (Planning)

**From:** Chavers, Veronica E <VChavers@dot.ga.gov>
**Sent:** Monday, September 16, 2024 5:13 PM
**To:** Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
**Subject:** RE: Tentative Agenda for October 21, 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.

Responses are in red, below.

---

**From:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Sent:** Thursday, September 12, 2024 10:22 AM
**Subject:** Tentative Agenda for October 21, 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 **Tuesday, October 21st, 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 September 19th.** Email comments to Beth (bgarmon@hallcounty.org), Katie (klgreenway@hallcounty.org), and Kaitlyn (kelliott@halllcounty.org)

Thank you!

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – October 7, 2024**

**NEW BUSINESS**

1. **6178 Grant Ford Road | Variance** | 17.240.010. to reduce the front yard setback along Grant Ford Road | on a 1.33± acre tract located on the north side of Grant Ford Road at its intersection with Dove Court | Zoned R-I; Tax Parcel 10011 000057 | **Proposed Use: Single-family residence** | * Commission District 2 | **George Caswell, applicant** No GDOT coordination required.

2. **(A) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the right side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant** No GDOT coordination required.

3. **(B) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the left side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant** No GDOT coordination required.

4. **0 & 3902 Belmont Highway | Amend Conditions of Zoning** | on a 15.75 ± acre tract located on the east side of Belmont Highway approximately 1,770 feet from its intersection with Mountain Creek Road | Zoned PID; Tax Parcels 15013 00074 (pt.) & 000017B | **Proposed Use: Truck parking and office** | ** Commission District 3 | **Gus E. Simpson, applicant** GDOT coordination required.

5. **1780 Hancock Avenue Extension | Use Subject to County Commission Approval** | on a 1.15± acre tract located on the west side of Hancock Avenue at its intersection with Griffin Circle | Zoned I-II (GCOD), Tax Parcel 00137 000005 | **Proposed Use: Outdoor storage |** ** Commission District 4 | **Jones Tree Service, Inc, applicant** No GDOT coordination required.

5. **6619 Lanier Island Parkway | Amend Conditions of Zoning** | on a 3.85± acre tract located on the east side of Lanier Island Parkway at its intersection with Pass Drive | Zoned PCD (GCOD), Tax Parcel 07355 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **UHC of Atlanta North c/o Doug Weston III, applicant** GDOT coordination required

6. **(A) 2811 Athens Highway | Rezone** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Permitted uses in heavy industrial zoning district** | ** Commission District 3 | **Paden M. Dunagan, applicant** GDOT coordination required

   **(B) 2811 Athens Highway | Use Subject to County Commission Approval** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Paden M. Dunagan, applicant** GDOT coordination required

7. **0 & 2010 Candler Road | Rezone** | from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road | Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 | **Proposed Use: Industrial park** | ** Commission District 3 | **Paden M. Dunagan, applicant** GDOT coordination required

8. **0 & 4435 Ridge Road | Rezone** | from Planned Residential Development (PRD) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S, Tax Parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | ** Commission District 1 | **Scott Puckett, Inc., applicant** GDOT coordination required

9. **5859 & 5871 Brookton Lula Road | Rezone** | from Agricultural Residential (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 2.01± acre tract located on the south side of Brookton Lula Road, approximately 311 feet from its intersection with Cleveland Highway | Zoned AR-IV, Tax Parcels 12030 000009E & 000009C | **Proposed Use: Welding business** | ** Commission District 3 | **Jason Helton, applicant.** GDOT coordination required

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, December 12, 2024, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, December 12, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,

**Kaitlyn Elliott**
**Planning Commission Clerk**
**Hall County Community Development and Infrastructure**
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
**Bill Nash, P.E.**

# 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:** September 19, 2024

**Subject:** October 21, 2024 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the October 21, 2024 meeting. Upon review, we provide the following comments.

**NEW BUSINESS**

**1.** **6178 Grant Ford Road | Variance** | 17.240.010. to reduce the front yard setback along Grant Ford Road | on a 1.33± acre tract located on the north side of Grant Ford Road at its intersection with Dove Court | Zoned R-I; Tax Parcel 10011 000057 | **Proposed Use: Single-family residence** | * Commission District 2 | **George Caswell, applicant**

**a.** **Engineering:** No comment
**b.** **Traffic:** No comment
**c.** **Utilities:** Gainesville Service area 6" water line on Grant Ford Road
No sewer in area

**2.** **(A) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the right side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant**

**(B) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the left side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** Septic tank lot- existing septic system Hall County sewer territory but no sewer system in the area.

3. **0 & 3902 Belmont Highway | Amend Conditions of Zoning** | on a 15.75 ± acre tract located on the east side of Belmont Highway approximately 1,770 feet from its intersection with Mountain Creek Road | Zoned PID; Tax Parcels 15013 00074 (pt.) & 000017B | **Proposed Use: Truck parking and office** | ** Commission District 3 | **Gus E. Simpson, 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**: Hall County service area
      No sewer system in area.

4. **1780 Hancock Avenue Extension | Use Subject to County Commission Approval** | on a 1.15± acre tract located on the west side of Hancock Avenue at its intersection with Griffin Circle | Zoned I-II (GCOD), Tax Parcel 00137 000005 | **Proposed Use: Outdoor storage** | ** Commission District 4 | **Jones Tree Service, 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:** No comment
   c. **Utilities**: Gainesville sewer service area
      Nearest sewer system is South on Griffin Circle.

5. **6619 Lanier Island Parkway | Amend Conditions of Zoning** | on a 3.85± acre tract located on the east side of Lanier Island Parkway at its intersection with Pass Drive | Zoned PCD (GCOD), Tax Parcel 07355 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **UHC of Atlanta North c/o Doug Weston III, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
      Show FEMA and Hall County studied Flood plains that are present on site.
   b. **Traffic:** No comment
   **c.** **Utilities**: City of Buford service district
      No sewer in area
      On site septic existing

6. **(A) 2811 Athens Highway | Rezone** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Permitted uses in heavy industrial zoning district** | ** Commission District 3 | **Paden M. Dunagan, applicant**

   **(B) 2811 Athens Highway | Use Subject to County Commission Approval** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road

| Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Paden M. Dunagan, 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:** No comments

c. **Utilities**: Hall County Sewer area
Phase 1 of the Pond Fork Sewer Project will bring sewer system to the Roy Park Road intersection at Athens Hwy (US 129). No sewer in the area at the time.

7. **0 & 2010 Candler Road | Rezone** | from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road | Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 | **Proposed Use: Industrial park** | ** Commission District 3 | **Paden M. Dunagan, 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

**b. Traffic:** GDOT access permit required

c. **Utilities**: Gainesville Sewer area
No sewer nearby

8. **0 & 4435 Ridge Road | Rezone** | from Planned Residential Development (PRD) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S, Tax Parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | ** Commission District 1 | **Scott Puckett, Inc., applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Show stream buffer and impervious setback from wrested vegetation not centerline of stream

b. **Traffic:** Hall County commercial standards will apply. This will include but not limited to left and right (decel) lanes. GDOT coordination/comments will also be required due to the proximity to a state controlled intersection.

c. **Utilities**: Friendship Road Sewer. Property lies in the top of the system and will served by that project by Hall County.

9. **5859 & 5871 Brookton Lula Road | Rezone** | from Agricultural Residential (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 2.01± acre tract located on the south side of Brookton Lula Road, approximately 311 feet from its intersection with Cleveland Highway | Zoned AR-IV, Tax Parcels 12030 000009E & 000009C | **Proposed Use: Welding business** | ** Commission District 3 | **Jason Helton, applicant.**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GODT approval may be necessary
c. **Utilities**: Hall County service area
No service in the area.

## Kaitlyn Elliott (Planning)

**From:** John Hornick (Fire Services)
**Sent:** Wednesday, September 18, 2024 3:57 PM
**To:** Beth Garmon (CDI: Planning)
**Cc:** Katie L. Greenway (CDI: Planning); Kaitlyn Elliott (Planning); Jerry Smith (Fire Services); Michael Vieira (Fire Services)
**Subject:** Fire Comments

**Tuesday, October 21st, 2024** Hall County Planning Commission Meeting.

5. **0 & 2010 Candler Road | Rezone** | from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road | Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 | **Proposed Use: Industrial park** | ** Commission District 3 | **Paden M. Dunagan, applicant**

Hall County Fire Marshal Comments:

1) Parcel Warning Tag noted on GIS

2) New engineered metal building erected on property without site development or building review.

3) If approved existing / proposed development will have to go through development review and meet all applicable fire code requirements.

4) Nearest fire hydrant from the new metal building is located 2,485 feet away at Lee Land Road and Candler Highway. Additional fire hydrant(s) will need to be installed to meet the International Fire Code requirements of Chapter 5, Section 507.5.1

Regards,

**John Hornick, NPQ Fire Service Plans Examiner 1**
**Lieutenant, Hall County Fire Rescue**
**Hall County Government**
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

**Print**

## Planning Commission Comments - Oct. 21, 2024 - Submission #102748

**Date Submitted: 10/20/2024**

Comments completed in the form below will be submitted into the record for the Oct. 21, 2024 meeting of the Hall County Planning Commission.

**First Name***

Denise

**Last Name***

Farmer

**Address1***

1960 Candler RD

**Address2**

**City***

GAINESVILLE

**State***

GA

**Zip***

30507

**Zoning Item for Comment***

0 & 2010 Candler Road

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

**Your Comments***

I live on property adjacent to the property being proposed for rezoning. I have several concerns as this proposed rezoning will affect numerous residents in the immediate area and additional residents that use Candler Road (GA 60 South).

The following items are of concern for residents living next to the proposed property:

1. The present business has no natural buffers between the business and the immediate neighbor. We are already affected by noise pollution at all hours of the day and night from their equipment. Without buffers sound travels and the noise is loud. Any development of this property should require a natural barrier between the properties and a sound barrier that would limit the sound.

2. The hours of business operation should be limited to 7am to 7pm. When the business does not adhere to the hours who do the residents contact?

3. The property has a small stream that runs through the property. Who will manage the stream to insure that water quality is not affected?

4. Traffic on Candler RD is very congested. For residents immediately affected, they already find it almost impossible to enter Candler RD from their driveway or from their neighborhood. If this zoning is granted, how will Candler RD be improved to address the added vehicle traffic on the road. At the present time traffic backs up a mile to a mile and half in the morning and afternoon waiting at traffic light at Calvary Church RD and Candler RD/Queen City Parkway.

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?**

[redacted]

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: PADEN M. DUNAGAN
REQUEST: REZONE FROM I-II TO PID FOR AN INDUSTRIAL PARK
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: JAN 21, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: FEB 27, 2025
Time: 6:00 P.M.
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

HALL COUNTY
GEORGIA
*We have it all in Hall*

## 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** SEPT 09, 2024 **AND NO LATER THAN** SEPT 22, 2024.

**THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN** SEPT 22, 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,** Paden M. Dunagan (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 9-10-2024 (Date) **for** PADEN M. DUNAGAN (Name application filed as)

**Signature** _____
(The original document is required)

Revised September 2021

Scanned with CamScanner

# AGENDA ITEM

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

---

| | |
|---|---|
| **REPORT TO:** | **Work Session (02/24/25)** |
| **REPORT TO:** | **Voting Meeting (02/27/25)** |
| **ITEM NO:** | 85/2025 |
| **SUBJECT:** | **2811 Athens Highway \| Rezone \|** from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) \| on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road \| Zoned AR-IV, Tax Parcel 15023 000037 \| **Proposed Use: Permitted uses in heavy industrial zoning district** \| Commission District 3 \| **Paden M. Dunagan, applicant** |

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## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** BG
**Recommendation:**

Approve, with conditions

1. The property shall be rezoned to Planned Industrial Development (PID) and developed in accordance with the site plan and the project narrative dated January 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
3. All buildings may be composed of metal siding completely clad with a brick, stucco, or split face block veneer on all four sides as shown in the construction drawings submitted with the application. Stucco and split face block shall not exceed 50% of the surface area of each side. Final building elevations are subject to final review and approval by the Director of Planning and Zoning, or their designee.
4. No outdoor activity such as grinding or crushing of materials shall be permitted.
5. There shall be a 25 foot wide undisturbed buffer adjacent to the right-of-way of Athens Highway. The existing mature landscape may be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the approval of the Director of Planning and Zoning, or their designee.
6. No variances to Gateway Corridors Overlay District (GCOD) standards and no additional variances or development exceptions are granted as part of this request that are not explicitly granted herein.
7. The development shall be compliant with the Unified Development 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.
8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
9. A 50 foot transitional buffer shall be required along all property boundaries. This buffer shall not apply to the boundary adjacent to right-of-way or where the stream buffer is 50 feet or greater.

**Purpose of Request:**

**2811 Athens Highway | Rezone |** from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Permitted uses in heavy industrial zoning district** | Commission District 3 | **Paden M. Dunagan, applicant**

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

| Submit | Approve | Attorney | Administration |
|---|---|---|---|
| KE | BG | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat
Maps

Elevations
Deed
Water Availability
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign

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PLANNING AND ZONING
DIRECTOR
**Beth Garmon**

# Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PLANNING AND ZONING

**To:** David Gibbs, 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:** February 10, 2025

**Subject:** **2811 Athens Highway | Rezone |** from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract| Zoned AR-IV, Tax Parcel 15023 000037 **| Proposed Use: Permitted uses in heavy industrial zoning district | Paden M. Dunagan, applicant**

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The request before you is from Paden Dunagen to rezone from Agricultural Residential IV (AR-IV) to Heavy Industrial (I-II) for permitted uses in the heavy industrial zoning district. This item is located within Commission District 3.

At their January 21, 2025, the Hall County Planning Commission voted to recommend **approval, with nine (9) conditions (4-0, Sosebee absent).**

Staff recommendation: **Denial,** as the zoning district is not supported within the business or employment nodes & corridors within the East Hall Character Area.

**Public Comment:**

- January 21, 2025 HCPC: There were **no comments submitted** in advance of the meeting and **no one spoke during the public hearing**.
- October 21, 2024 HCPC: There were **no comments submitted** in advance of the meeting and **no one spoke during the public hearing.**

**Planning Commission Conditions:**

1. The property shall be rezoned to Planned Industrial Development (PID) and developed in accordance with the site plan and the project narrative dated January 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
3. All buildings may be composed of metal siding completely clad with a brick, stucco, or split face block veneer on all four sides as shown in the construction drawings submitted with the application. Stucco and split face block shall not exceed 50% of the surface area of each side. Final building elevations are subject to final review and approval by the Director of Planning and Zoning, or their designee.
4. No outdoor activity such as grinding or crushing of materials shall be permitted.
5. There shall be a 25 foot wide undisturbed buffer adjacent to the right-of-way of Athens Highway. The existing mature landscape may be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the approval of the Director of Planning and Zoning, or their designee.
6. No variances to Gateway Corridors Overlay District (GCOD) standards and no additional variances or development exceptions are granted as part of this request that are not explicitly granted herein.
7. The development shall be compliant with the Unified Development 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.
8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
9. A 50 foot transitional buffer shall be required along all property boundaries. This buffer shall not apply to the boundary adjacent to right-of-way or where the stream buffer is 50 feet or greater.

**HALL COUNTY PLANNING COMMISSION**
**RECOMMENDATION REPORT**

**Applicant** ..... Paden M. Dunagan

**Request** ..... Rezone from Agricultural Residential 1 (AR-1) formerly AR-IV to Heavy Industrial (I-2) formerly I-II and Gateway Corridors Overlay District (GCOD)

**Proposed Use** ..... Permitted uses in the Heavy Industrial zoning district and outdoor storage in Gateway Corridors Overlay District (GCOD)

**Size** ..... 21.21± acres

**Zoning** ..... Current: Agricultural Residential 1 (AR-1) | Proposed: Heavy Industrial (I-2)

**Location** ..... **2811 Athens Highway** | Tax Parcel 15023 000037

**Commission District** ..... Three

**Planning Commission Date** ..... October 21, 2024
January 21, 2025

**Staff Recommendation** ..... **Denial**, as this zoning district is not supported within the Business or Employment Nodes & Corridors within the East Hall Character Area.

**Record Number**..... HZON24-0028

**Planning Commission Recommendation**..... **Approval, with conditions**

**Vote: 4-0 (Sosebee absent)**

***Planning Commission Conditions:***

1. The property shall be rezoned to Planned Industrial Development (PID) and developed in accordance with the site plan and the project narrative dated January 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.

3. All buildings may be composed of metal siding completely clad with a brick, stucco, or split face block veneer on all four sides as shown in the construction drawings submitted with the application. Stucco and split face block shall not exceed 50% of the surface area of each side. Final building elevations are subject to final review and approval by the Director of Planning and Zoning, or their designee.
4. No outdoor activity such as grinding or crushing of materials shall be permitted.
5. There shall be a 25 foot wide undisturbed buffer adjacent to the right-of-way of Athens Highway. The existing mature landscape may be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the approval of the Director of Planning and Zoning, or their designee.
6. No variances to Gateway Corridors Overlay District (GCOD) standards and no additional variances or development exceptions are granted as part of this request that are not explicitly granted herein.
7. The development shall be compliant with the Unified Development 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.
8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
9. A 50 foot transitional buffer shall be required along all property boundaries. This buffer shall not apply to the boundary adjacent to right-of-way or where the stream buffer is 50 feet or greater.

**Excerpts from the minutes of the January 21, 2025 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request.

**James Irvin, 164 Professional Drive, Baldwin,** presented the request. The applicant is requesting to rezone a 21.21± acre tract from Agricultural Residential IV (AR-IV, 17.110) to Heavy Industrial (I-II, 17.170) within the Gateway Corridors Overlay District (GCOD, 17.420) to allow permitted uses within the Heavy Industrial zoning district. The property is currently undeveloped. The Agricultural Residential IV (AR-IV) zoning of the parcel appears to be the original zoning the county adopted in 1978. The subject property has approximately 1,063 linear feet of road frontage along Athens Highway (US129/SR11). The parcel is heavily wooded with a stream along the eastern property line that also bisects the center of the parcel. The subject property is surrounded by parcels zoned Agricultural Residential IV (AR-IV).

***Public Forum:***

*There were no comments in support or opposition.*

***Planning Commission Comments:***

Mr. Hunt asked what would be stored along the US-129 side of the property. Mr. Irvin stated it would be the roll-off storage containers that are waiting to be worked on, and finished products will be stored

behind the building. Mr. Hunt asked how the finished products would be removed from the property and Mr. Irvin pointed out the space between the two buildings. Mr. Hunt asked what height of opaque fencing the applicant intended to install. Mr. Irvin answered they would build at whatever height the Planning Commission or staff required. Ms. Pilcher asked if the roll-off containers would be on trailers or on the ground as this would create a height difference and impact visibility. Mr. Irvin stated they are not on trailers. Mr. Braswell asked Ms. Garmon, Planning and Zoning Director, to explain if they are requesting to rezone into an appropriate zoning district. Ms. Garmon explained that due to the original inclusion of the transfer station, they were advertised as requesting to be within the Heavy Industrial zoning district. Since the transfer station was no longer included in the request, the zoning options now included Light Industrial (I-1) or Planned Industrial Development (PID). Ms. Pilcher drew attention to the rear of the property being adjacent to all residentially-zoned property and that the stream buffer would limit the ability to hide the view, leaving all of the homeowners to see the rear of the shop. Mr. Hunt asked if the materials on the exterior of the building were going to be compliant with GCOD standards and Mr. Irvin agreed.

***A***

***Motion:* A motion to approve, with conditions was made by Stan Hunt and seconded by Johnny Varner. Vote: 4-0 (Sosebee absent)**

Conditions:

1. The property shall be rezoned to Planned Industrial Development (PID) and developed in accordance with the site plan and the project narrative dated January 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
3. All buildings may be composed of metal siding completely clad with a brick, stucco, or split face block veneer on all four sides as shown in the construction drawings submitted with the application. Stucco and split face block shall not exceed 50% of the surface area of each side. Final building elevations are subject to final review and approval by the Director of Planning and Zoning, or their designee.
4. No outdoor activity such as grinding or crushing of materials shall be permitted.
5. There shall be a 25 foot wide undisturbed buffer adjacent to the right-of-way of Athens Highway. The existing mature landscape may be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the approval of the Director of Planning and Zoning, or their designee.
6. No variances to Gateway Corridors Overlay District (GCOD) standards and no additional variances or development exceptions are granted as part of this request that are not explicitly granted herein.
7. The development shall be compliant with the Unified Development 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.
8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

9. A 50 foot transitional buffer shall be required along all property boundaries. This buffer shall not apply to the boundary adjacent to right-of-way or where the stream buffer is 50 feet or greater.

**Excerpts from the minutes of the October 21, 2024 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request.

**Paden Dunagen, 3263 Tanners Mill Road, Gainesville,** presented the request. The applicant clarified he is withdrawing the transfer station from the request. The applicant is requesting to (A) rezone a 21.21± acre tract from Agricultural Residential IV (AR-IV, 17.110) to Heavy Industrial (I-II, 17.170) within the Gateway Corridors Overlay District (GCOD, 17.420) to allow permitted uses within the Heavy Industrial zoning district. The property is currently undeveloped. The Agricultural Residential IV (AR-IV) zoning of the parcel appears to be the original zoning the county adopted in 1978.

The subject property has approximately 1,063 linear feet of frontage along Athens Highway (US129/SR11). The parcel is heavily wooded with a stream along the eastern property line that also bisects the center of the parcel. The subject property is surrounded by parcels zoned Agricultural Residential IV (AR-IV).

***Public Forum:***

*There were no comments in support or opposition.*

***Planning Commission Comments:***

Mr. Hunt asked for clarification on the request now that the transfer station is removed from the request. The applicant stated all three buildings would be for the welding business. Mr. Hunt asked why the request is for heavy industrial and not for light industrial. The applicant explained that the current welding shop is classified as Heavy Industrial so he thought this welding shop would also require Heavy Industrial zoning. Mr. Braswell stated that the Heavy Industrial zoning may have been due to the transfer station but the applicant will need a conditional use application as well as a DRI report. Mr. Braswell, Mr. Hunt and the applicant discussed the request for a variance for the architectural elements of the building. Mr. Braswell highlighted the comments submitted by the Fire Marshall concerning the narrative and site plan stating that there are discrepancies. The applicant asked to table the request until January 21, 2025 to have time to make adjustments to the application.

**A**
***Motion: A motion to table to January 21, 2025 was made by Mr. Hunt and seconded by Mr. Varner. Vote: 5-0***

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**Staff recommends DENIAL of the applicant's request. However, if the Planning Commission chooses to approve this request, Staff recommends the following conditions:**

10. The property shall be developed in accordance with the site plan and the project narrative dated January 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

11. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.

12. The initial 300 feet of the internal drive shall be paved; graded aggregate base (GAB) may be used beyond the 300 feet for the common access driveway and remaining parking areas subject to review and approval of the Hall County Engineering Department.

13. The buildings may be composed of metal siding finished with a brick, stucco, or split face block veneer as shown in the construction drawings submitted with the application. Stucco and split face block shall not exceed 50% of the surface area of each side. Final building elevations are subject to final review and approval by the Director of Planning and Zoning, or their designee.

14. Outdoor storage shall be permitted so long as it is screened from view of Athens Highway.

15. No outdoor activity such as grinding or crushing of materials shall be permitted.

16. There shall be a 25-foot-wide undisturbed buffer adjacent to the right-of-way of Athens Highway. The existing mature landscape may be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the approval of the Director of Planning and Zoning, or their designee.

17. No variances to Gateway Corridors Overlay District (GCOD) standards and no additional variances or development exceptions are granted as part of this request that are not explicitly granted herein.

18. The development shall be compliant with the Unified Development 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.

19. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

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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:**

1. 17.420.05.D.4.d – Outdoor storage.
   - Outdoor storage or sales displays shall be prohibited from front yards except when permitted in the underlying zoning district and further authorized by a conditional use permit pursuant to the procedures of the Hall County Zoning Ordinance. Outdoor storage or sales displays shall be screened from view from public streets and adjacent property by a permanent opaque enclosure consisting of a minimum eight-foot-high solid fence or wall.

- Per the site plan, the applicant proposes outdoor storage on the eastern side of Building A for the storage of finished inventory and on the northern portion of the property.

*2.* 17.420.050.E.3 – Paving materials for parking lots.

- All parking areas shall be paved with asphalt, concrete (or pervious materials approved by the director.)
  - The applicant proposes that the internal drive leading to Building A be paved and requests that the other sections of the internal site circulation be graded aggregate base (GAB).

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**Summary Analysis**

The applicant is requesting to (A) rezone a 21.21± acre tract from Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) to allow permitted uses within the Heavy Industrial zoning district. Concurrent to this request, the applicant is requesting (B) a use subject to County Commission approval for outdoor storage within the Gateway Corridors Overlay District (GCOD) which is to be used for a proposed welding service and roll-off dumpster manufacturing business. The property is currently undeveloped.

The Agricultural Residential 1 (AR-1) zoning of the parcel appears to be the original zoning adopted by the county in 1978. The subject property has approximately 1,063 linear feet of frontage along Athens Highway (US129/SR11). The parcel is heavily wooded with a stream along the eastern property line that also bisects the center of the parcel. The subject property is surrounded by parcels also zoned AR-1.

Properties in the general vicinity being zoned Light Industrial (I-1) or Planned Industrial Development (PID) include:

1. 3001 Athens Highway, 80± acres rezoned in 2005 from Agricultural Residential to Light Industrial to allow a cold storage facility and is the site of Eskimo Cold Storage which was constructed in 2014.

2. 3317 Athens Highway, 34± acres were rezoned in January 2019 from Agricultural Residential to Light Industrial to allow a distribution center which is now the location of Agile Cold Storage.

3. 2738 Athens Highway, 39± acres rezoned in 2021 from Agricultural Residential to Planned Industrial Development (PID) to allow light manufacturing and a warehouse/distribution facility. Development plans have not been submitted to date.

The applicant is requesting to rezone the subject parcel from Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) to allow the relocation of his welding business and roll-off dumpster manufacturing company from 2010 Candler Road. The narrative states that the welding shop will consist of two buildings: Building A measuring approximately 64,200 square feet and Building B measuring approximately 10,000 square feet . Outside storage is requested for finished inventory on the east side of the welding shop and additional outdoor storage is proposed along the frontage of Athens Highway

for finished inventory or items awaiting welding services. The applicant intends to screen the outdoor storage along Athens Highway with an opaque fence.

Access to the development will be solely from a right-in/right-out driveway on Athens Highway. The site plan reflects a building setback of 50 feet from the front property line, a 50-foot vegetative buffer along the southern property line, and a 75-foot impervious stream buffer to the east and north. The site plan shows a ten foot wide landscape strip along the Athens Highway frontage which meets GCOD standards.

Water service will be provided by the City of Gainesville with service confirmed in a letter dated September 5, 2024. Sanitary sewer services will be provided by private septic system. Septic areas and on-site stormwater detention facilities are identified on the site plan.

Several exceptions from Gateway Corridors Overlay District (GCOD) standards are being requested. The development standards for the project are identified in the table below and compared to the GCOD requirements:

**GCOD Analysis**

| Standard | Compliance | Proposed | Notes |
|---|---|---|---|
| 17.420.050.C – Transitional buffers | Complies | Maintain a 75-foot impervious setback from the northern and eastern property lines and a 50-foot vegetative buffer to the south. | 50 feet min |
| 17.420.050.D – Other landscape and screening standards | Complies | 10-foot-wide landscape strip proposed along street frontage | |
| 17.420.050.E – Parking lot design | Deficient | Graded aggregate base (GAB) for outdoor storage areas. | Applicant is requesting a variance for graded aggregate base (GAB) as an alternative to asphalt or concrete. |
| 17.420.050.F – Outdoor lighting | Unknown | Unknown | Shall comply with GCOD standards. |
| 17.420.050.G – Interparcel access | Not applicable | Not applicable | |
| 17.420.050.H – Architectural standards for non-residential buildings | Complies | Metal buildings will feature a veneer of brick, stucco, and split face block on all sides | |
| 17.420.060 – Signs | Unknown | Unspecified | Shall comply with GCOD standards. |

**Based on the future land-use plan, staff finds the request *inconsistent* with the Comprehensive Plan and future land use designation of Business or Employment Nodes & Corridors within the East Hall Character Area.** Business or Employment Nodes & Corridors should include higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that serve nearby communities, and higher density residential where appropriate. Similarly, new employment nodes and corridors should feature industrial and office uses within formalized campuses or along major roads with access to water and sewer, with potential inclusion of higher density residential for housing nearby industry employees. In both cases, site designs should adhere to the Quality Development Principles, emphasizing natural resource protection and high-quality landscaping. This Future Land Use designation does not support Heavy Industrial (I-2) within the East Hall Character Area.

**Note:** Although the Heavy Industrial (I-2) zoning district is not recommended within the East Hall Character Area, the use of a welding business could be supported under the Light Industrial (I-1) zoning district, which is included in the East Hall Character Area. Following the original submission of this request in August of 2024, Hall County adopted a new Unified Development Code (UDC) and Comprehensive Plan. These new plans changed the allowed uses within Light Industrial (I-1), as well as the Future Land Use designation for this area. Following the adoption of these items, the applicant removed the request for a transfer station on this property. It is Staff's recommendation that the current rezoning request for a welding business in Heavy Industrial (I-2) be considered under the Light Industrial (I-1) zoning district, where it would be more aligned with the UDC.

**Zoning Analysis**

When considering a zoning amendment to the zoning maps, the Planning Commission must 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 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 use could be supported under the Light Industrial zoning district, which may be more suitable surrounding residentially zoned properties.**

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed use should not adversely affect adjacent residential properties as no outside work is proposed and all outdoor storage is proposed to be screened.**

3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property has reasonable economic use as currently zoned Agricultural Residential 1 (AR-1); however, the proposed use cannot occur as described without rezoning and use subject to County Commission approval.**

4. Whether the zoning proposal will result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **The proposed use is not anticipated to cause an excessive or burdensome use of existing streets, transportation facilities, or utilities.**

5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan, **The zoning is inconsistent with the Comprehensive Plan and Business or Employment Nodes & Corridors within the East Hall Character Area. However, the use could be approved under the Light Industrial (I-2) zoning district which supports welding businesses. The intent of this future land use designation is to support include higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that serve nearby communities, and higher density residential where appropriate. Similarly, new employment nodes and corridors should feature industrial and office uses within formalized campuses or along major roads with access to water and sewer, with potential inclusion of higher density residential for housing nearby industry employees. In both cases, site designs should adhere to the Quality Development Principles, emphasizing natural resource protection and high-quality landscaping.**

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 affect 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; **There is no history of development on the subject property. Adjacent properties are also zoned Agricultural Residential 1 (AR-1) and most are developed with residential uses.**

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; **Nearby properties at 2738, 3001 and 3317 Athens Highway were rezoned from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) or Planned Industrial Development (PID) for light industrial uses; however, there is no precedent for Heavy Industrial (I-2) zoning.**

11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning would create an isolated district unrelated to the surrounding Agricultural Residential 1 (AR-1) zoned 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; **In general, the proposed Heavy Industrial (I-2) zoning district appears to**

**be out of scale with the needs of the immediate neighborhood; however, Staff recommends that the board consider Light Industrial (I-1) as this zoning district would allow the proposed use and is supported by the surrounding area.**

**14.** Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the county that support Heavy Industrial uses.**

**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 rezoning and outside 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.**

**1.2.6.E - Submission requirements**

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must 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.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **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 11.2.6.E.2.**

    b. 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 may 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 as defined in 7.6.9.D.1, 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 must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

**Development Support and Constraints**

**Hall County Environmental Health**
In an email dated December 17, 2024, Emily McGahee stated "Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan."

**Hall County Fire Marshal**
In an email dated September 18, 2024, John Hornick, NPQ Fire Service Plans Examiner 1, Lieutenant provided the following comments:

1) The project narrative describes a welding shop structure that will be approximately 70,000 SF however the site plan overview and architectural drawings show building A, the proposed welding shop to be 64,200 SF. The applicant will have to revise the application to show what the building size will be 70,000 SF or 64,200 SF

2) The site plan overview dimensions of building A do not match the dimensions for building A in the architectural drawings, the site plan and architectural dimensions should match. Applicant will have to revise application and include site development and architectural plans that have matching dimensions.

3) In the project narrative the applicant describes the 70,000 SF building as a welding shop while the architect in the architectural plans classifies the occupancy as a mercantile, both the project narrative and architectural drawings will need to reflect the same occupancy classification. Applicant will have to revise application to shown correct occupancy.
4) The Hall County Fire Marshal's Office considers the engineered site development plan conceptual in nature and if approved will have to meet all applicable code requirements of the International Fire Code 2018 edition. Engineered concept plan does not meet fire code as proposed.

5) The Hall County Fire Marshal's Office considers the architectural plan conceptual in nature and if approved will have to meet all the applicable code requirements of Life Safety Code

2018 edition, and International Building Code 2018 edition. Architectural concept plan does not meet fire code as proposed.

6) Architect indicates the welding shop will not have a fire protection system installed. The Hall County Fire Marshal's Office will determine if a fire protection system is required based of accurate code analysis data, construction type, occupancy classification, and building height provided by the architect.

7) The project narrative, engineered site overview, and architectural plans should match.

8) A fire protection system will be required for the 45,000 SF transfer station and 10,000 SF paint building.

9) All 3 buildings will be required to have an emergency responder radio frequency test completed to determine the radio signal strength inside the building, any building failing the test will be required to have a bi-directional antenna system designed, installed, and certified.

10) Additional fire hydrants will have to be installed throughout the development to meet the hose lay distance requirements of the International Fire Code Chapter 5, Section 507

11) Fire apparatus accessibility as shown on the proposed site plan does not meet code requirements of the International Fire Code Chapter 5, Section 503

**Hall County Public Works and Utilities**
In a memo dated December 19, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

**Engineering:**
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.

**Traffic:**
No comments

**Utilities**:
Hall County Sewer area
Phase 1 of the Pond Fork Sewer Project will bring sewer system to the Roy Park Road intersection at Athens Hwy (US 129). No sewer in the area at the time.

**Georgia Department of Transportation**
In an email dated December 12, 2024, Veronica Chavers, D1TO Civil Engineer III, stated that GDOT coordination is required.

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
GEORGIA
*We have it all in Hall*

## ZONING APPLICATION

**Applicant (Name & Mailing Address)**

Paden M. Dunagan
3263 Tanners Mill Road
Gainesville, GA 30507

Phone [redacted]

Email Address [redacted]

**Property Owner (Name & Mailing Address)**

Same

Phone

Email Address

Proposed Use

**Contact Person (Name & Mailing Address)**

Same

Phone

Email Address

**Status of Applicant**

- Y Owner
- Y Option to Purchase
- Y Area Resident
- Y Other

**Requested Action**

Existing Zoning:
Rezone to:
Fee:$
Receipt #:
Check #:

Tax Parcel Number
Acreage
Location Address 2811 Athens Hwy Gainesville, GA

**I hereby certify that the above information and all attached information are true and correct.**

Sign Date: 8-21-2024

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

---

**Application Withdrawal:** I hereby **withdraw** the application.

Sign Date:

---

**Staff Use Only**

Application Date: Taken by:

Tentative Planning Commission Date: Tentative County Commission Date:

County Commission District:

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
GEORGIA
*We have it all in Hall*

## 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:** _____

**Applicant's/Owner's Name (Printed):** PADEN M. DUNAGAN

foothills land design

January 3, 2025

NARRATIVE REPORT
REQUEST FOR REZONING
HALL COUNTY, GEORGIA

RE: 21.02 acres located at 2811 Athens Hwy, Gainesville, GA 30507
Parcel ID 15023 000037

Paden Dunagan (the "applicant") respectfully submits this Narrative Report to the Hall County Board of Commissioners in support of an application for rezoning approval. The property is currently AR-I zoning and the proposed zoning is I-2 (Heavy Industrial).

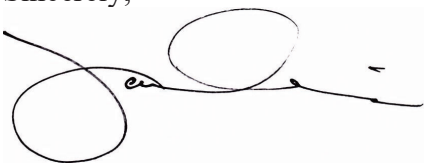
The primary use of this parcel is planned and intended to be used as a welding business, Dunagan Welding, and outdoor storage. A 64,200 sf building and a 10,000 building are proposed for the welding shop and all welding will occur inside the buildings. Much of the storage areas shown will be used for finished inventory or items which need welding services. The storage area adjacent to Athens Hwy will be screened with opaque fencing.

The accompanying concept plan adheres to the I-2 zoning standards. These include a 50' front setback, 30' side setback, 10' landscape strip, and a 50' transitional buffer adjacent to residential properties. There is a 50' stream buffer and 75' impervious setback along the northern and eastern property lines. This will provide an additional buffer adjacent to AR-I zoned properties for a visual and noise buffer. The AR-I zoned property to the south is currently undeveloped.

The City of Gainesville will provide water and the sewer will be provided by an on-site sewage management (septic) system. The lighting will be semi-cutoff, non-spill, type. There is not a sign proposed at this time; however, any signs are to adhere to the Hall County regulations.

Many properties along Athens Hwy are currently being used for industrial and/or business. The I-2 zoning and intended use is consistent with the emerging area and the intended Hall County future land use of "Employment or Business Corridors". Industrial use is listed for the employment corridor in the current comprehensive plan.

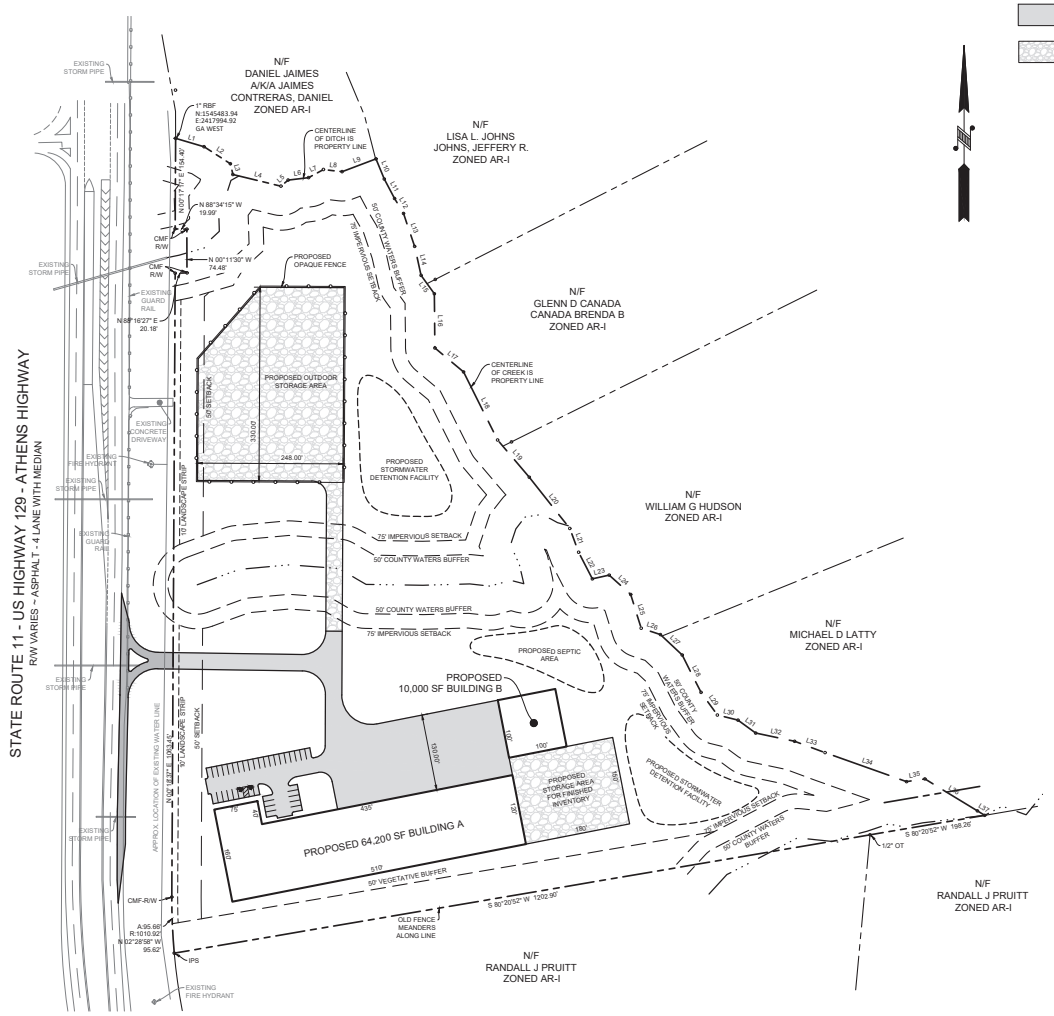
Sincerely,



James Irvin, PE
Engineer for Applicant
Foothills Land Design, LLC

**Foothills Land Design, LLC**
**164 Professional Drive**
**Baldwin, GA 30511**

**Ph: 706-778-0067**
**Fax: 706-778-0069**
**www.foothillsld.com**




## LEGEND

- PROPOSED GDOT SPEC ASPHALT PAVING
- PROPOSED ASPHALT PAVING
- PROPOSED GRAVEL

GENERAL NOTES:

1. APPLICANT: PADEN DUNAGEN
   3263 TANNERS MILL ROAD
   GAINESVILLE, GA 30507
   678-936-9371
2. ENGINEERING CONTACT: JAMES IRVIN @ 706-778-0067
3. SITE AREA: 21.02 ACRES
4. TAX PARCEL #15023 000037
5. EXISTING ZONING: AR-I
6. PARKING CALCULATIONS (OFFICE/WAREHOUSE)
   BUILDINGS A AND B COMBINED SQUARE FOOTAGE: 74,200 SF
   7,420 SF OFFICE / 1000 SF X 3.5 SPACES = 26 SPACES REQUIRED
   WAREHOUSE: APPROX. 20 EMPLOYEES
   1 SPACE PER 2 EMPLOYEES = 10 SPACES REQUIRED
   TOTAL SPACES SHOWN: 37 SPACES (2 HANDICAP)
7. WATER WILL BE PROVIDED BY THE CITY OF GAINESVILLE.
8. NO SIGNS ARE PROPOSED FOR THIS SITE AT THIS TIME.
9. THIS SITE IS WITHIN THE HALL COUNTY GATEWAY OVERLAY DISTRICT.

0' 100' 200' 300'
SCALE: 1" = 100'

foothills land design
164 PROFESSIONAL DRIVE
BALL GROUND, GA 30107
PHONE: (706) 778-0067
FAX: (706) 778-0069
www.foothillsld.com

SITE PLAN

# 2811 ATHENS HIGWAY

TADMORE GMD 268
HALL COUNTY, GA

| REVISIONS: | | |
|---|---|---|
| NO. | DESCRIPTION | DATE |
| 1 | REVISIONS PER HALL COUNTY COMMENTS | 9/5/24 |

GEORGIA REGISTERED No. 29838 PROFESSIONAL ENGINEER JAMES D. IRVIN

GSWCC LEVEL II #9832

DATE: JANUARY 3, 2025

SCALE: 1" = 100'

SHEET:
C1

JOB #24113

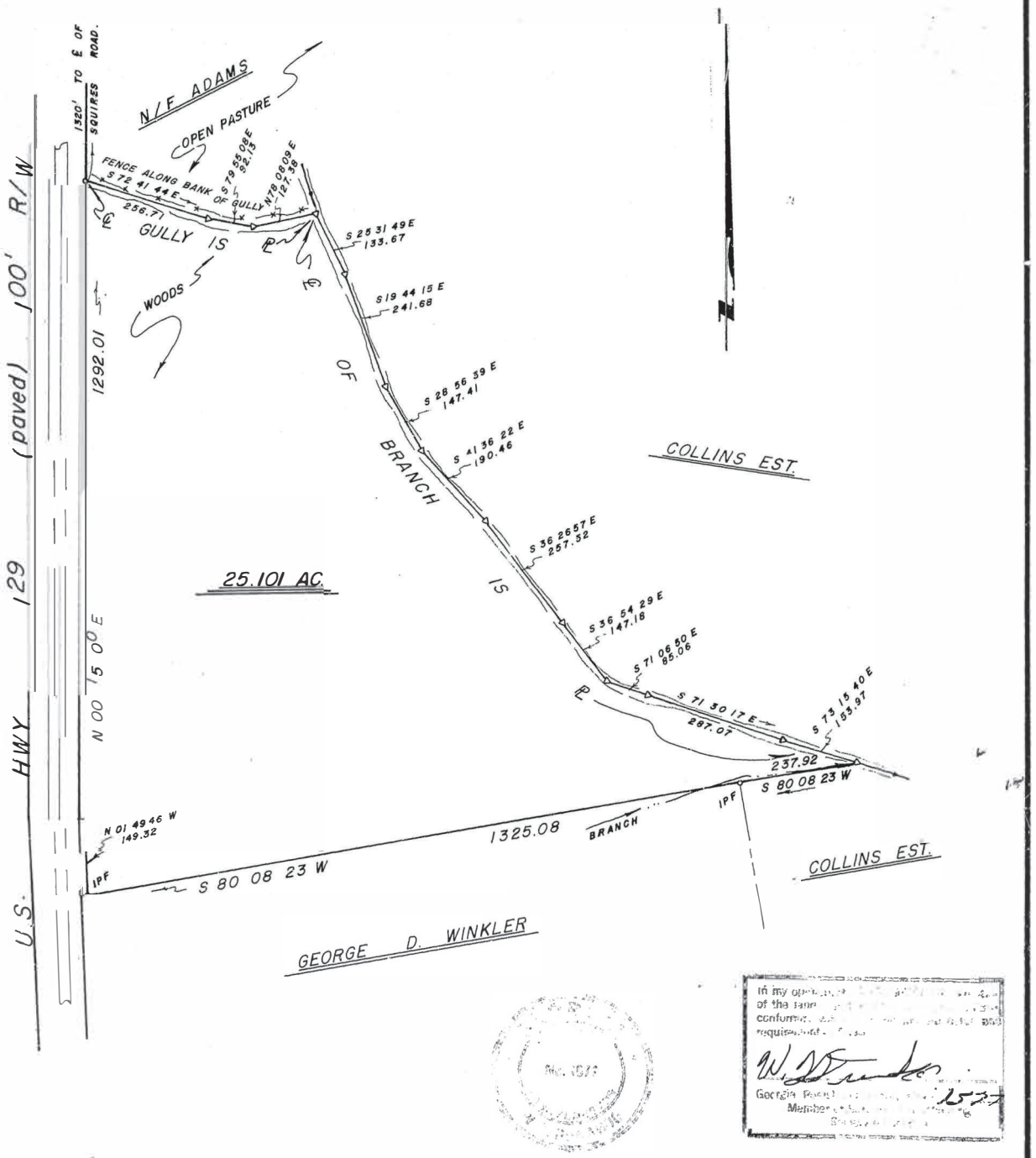
Recorded August 11, 1987

AF 24975B

A TOPCON ETS-2B TOTAL STATION
was used to obtain the linear and angular measurements used in the preparation of this plat.

The field data upon which this plat is based has a closure precision of one foot in 17 785 feet and an angular error of 5" per angle point and was adjusted using the COMPASS rule.

This survey has been calculated for closure and is found to be accurate within one foot in 1,088,470 feet.




In my opinion ... of the land ... conforms ... requirements ...

Georgia Reg. ... Member ... 1537

SURVEY FOR STATE OF GEORGIA

# THOMAS SIMS ESTATE

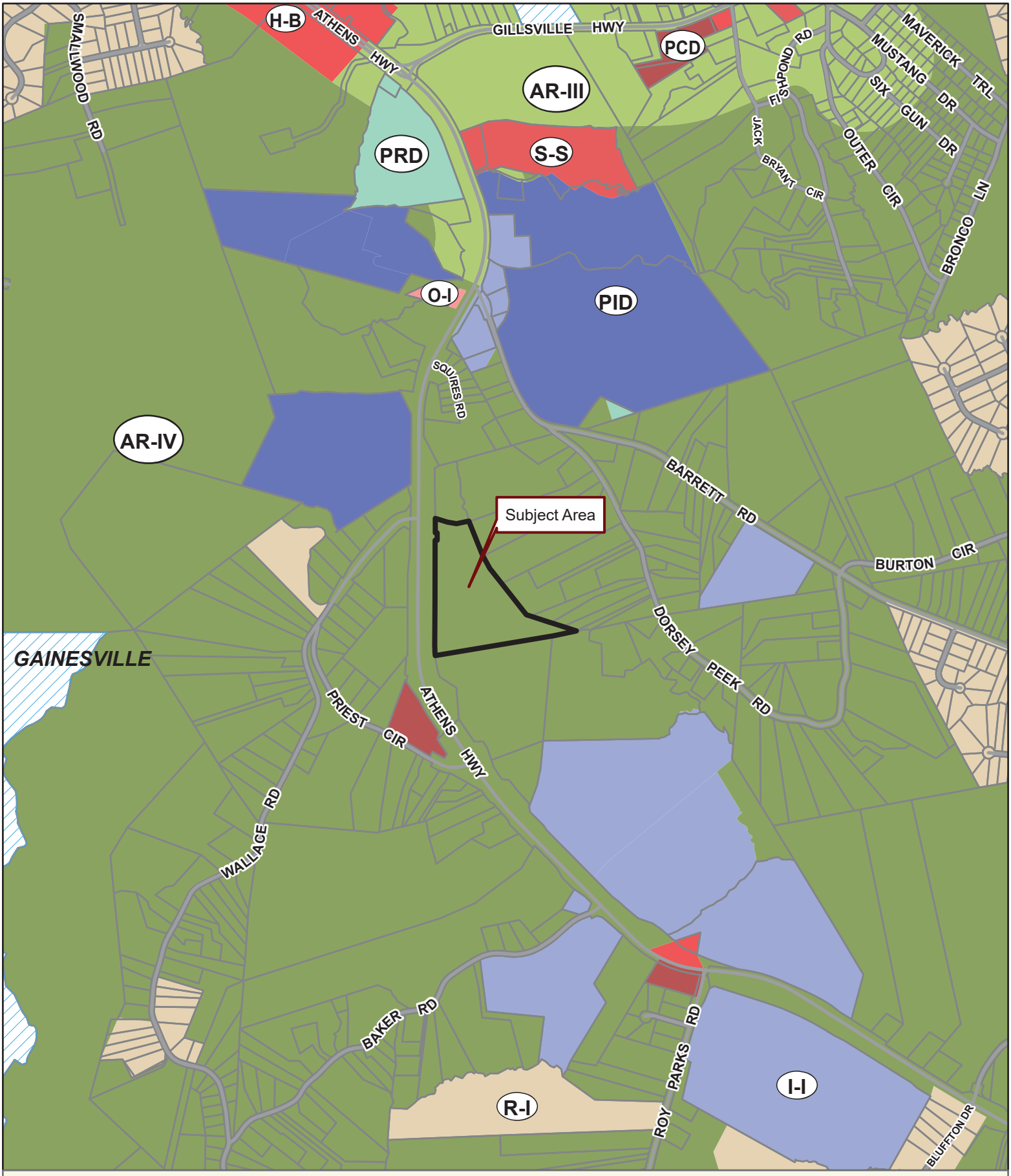
| CITY | GMD | COUNTY | SCALE | DATE |
|---|---|---|---|---|
| | 268 | HALL | 1"= 200' | 7-27-87 |

W. T. DUNAHOO AND ASSOCIATES, INC.

ATLANTA HWY PH-867-3911 WINDER, GEORGIA

IPS—IRON PIN SET
IPF—IRON PIN FOUND

Right S. road, Code.




**Applicant:** PADEN M. DUNAGAN
**Tax Parcel #:** 15023 000037
**Location:** 2811 ATHENS HIGHWAY, GAINESVILLE, GA 30507
**Commission District 3** **PC Mtg. Date: 10/21/2024**

0 300 600 1,200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

**Applicant:** PADEN M. DUNAGAN
**Tax Parcel #:** 15023 000037
**Location:** 2811 ATHENS HIGHWAY, GAINESVILLE, GA 30507
**Commission District 3** **PC Mtg. Date: 10/21/2024**

0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

**Applicant:** PADEN M. DUNAGAN
**Tax Parcel #:** 15023 000037
**Location:** 2811 ATHENS HIGHWAY, GAINESVILLE, GA 30507
**Commission District 3** **PC Mtg. Date: 10/21/2024**

0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area

N

# NEW CONSTRUCTION OF
# WAREHOUSE METAL BUILDING & OFFICE

2811 ATHENS HWY.

HALL COUNTY, GEORGIA 30507

## ABBREVIATIONS

@ – AT
A/C – AIR CONDITION
A.C.T. – ACOUSTICAL CEILING TILE
A.F.F. – ABOVE FINISH FLOOR
ALUM. OR AL. – ALUMINUM
AMOD. – ANODIZED
APPROX. – APPROXIMATE
BD. – BOARD
BLDG. – BUILDING
BMC. – BUTLER MANUFACTURING CO.
BOT. – BOTTOM
C.O. – CASED OPENING
C.J. – CONTROL JOINT
C.T. – CERAMIC TILE
C. – CENTER LINE OR COLUMN LINE
CLG. – CEILING
CLR. – CLEAR
COL. – COLUMN
CMU. – CONCRETE MASONRY UNITS
CONC. – CONCRETE
CONT. – CONTINUOUS
CONTR. – CONTRACTOR
D.S. – DOWNSPOUT
DBL. – DOUBLE
DEMO. – DEMOLITION
DEPT. – DEPARTMENT
D.F. – DRINKING FOUNTAIN
DIA. – DIAMETER
DIM. – DIMENSION
DISP. – DISPENSER
DISPL. – DISPOSAL
DWGS. – DRAWINGS
DTL. – DETAIL
E.F. – EXHAUST FAN
E.I.F.S. – EXTERIOR INSULATION FINISH SYSTEM
E.S. – EXPOSED STRUCTURE
E.S.Q. – EPOXY SEAMLESS QUARTZ
E.W.C. – ELECTRICAL WATER COOLER
EA. – EACH
EQ. – EQUAL
ELEC. – ELECTRICAL
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
EXIST. – EXISTING
EXT. – EXTERIOR
F.D. – FLOOR DRAIN
F.E. – FIRE EXTINGUISHER
F.F. – FINISH FLOOR
F.F.E. – FINISH FLOOR ELEVATION
F.O.B. – FACE OF BRICK
F.O.C. – FACE OF CONCRETE
F.O.M. – FACE OF MASONRY
F.O.S. – FACE OF STUD
F.R.P. – FIBERGLASS REINFORCED PANELS
F.R.T. – FIRE RETARDANT TREATED
FLR. – FLOOR
FOUND. OR FDN. – FOUNDATION
FTG. – FOOTING
FT. – FOOT
G.B. – GRAB BAR
G.C. – GENERAL CONTRACTOR
GA. – GAGE OR GAUGE
GYP.BD. – GYPSUM WALL BOARD
H. – HIGH
H. OR H.C. – HANDICAP
HCA – HANDICAP ACCESSIBLE
H.B. – HAIRPIN BAR
H.D. – HUB DRAIN
H.M. – HOLLOW METAL
HORIZ. – HORIZONTAL
HT. – HEIGHT
INSUL. – INSULATION
JST. – JOIST
JT. – JOINT
LDRY – LAUNDRY
L.F. – LINEAR FOOT
L.L.H. – LONG LEG HORIZONTAL
L.L.Y. – LONG LEG VERTICAL
LAV – LAVATORY
M – MIRROR
M.C.J. – MASONRY CONTROL JOINT
M.C. – MASONRY COLUMN
M.S. – METAL STUD
M.S.S. – MISC. STEEL SUPPLIER
M. OR MFR. – MANUFACTURER
MAX. – MAXIMUM
MECH. – MECHANICAL
MEZZ. – MEZZANINE
MIN. – MINIMUM
MISC. – MISCELLANEOUS
M.O. – MASONRY OPENING
MTL. – METAL
N.I.C. – NOT IN CONTRACT
N.R.P. – NON-REMOVABLE PIN
N.T.S. – NOT TO SCALE
O.C. – ON CENTER
O.F.C.I. – OWNER FURNISH, CONTRACTOR INSTALL
O.F.O.I. – OWNER FURNISH, OWNER INSTALL
O.H. – OVERHEAD
PART. – PARTITION
PL. – PLATE
PLUMB. – PLUMBING
PNL. – PANEL
POLY. – POLYETHYLENE
PRE-FIN OR P.F. – PRE-FINISH
PSF. – POUNDS PER SQUARE FOOT
PSI. – POUNDS PER SQUARE INCH
P.T. – PRESSURE TREATED
PT. – PAINT
P.D. – PAPER TOWEL DISPENSER
Q.T. – QUARRY TILE
R. – RISER
REF. – REFERENCE
REINF. – REINFORCE
REQ'D. – REQUIRED
R.O. – ROUGH OPENING
SAN. – SANITARY SEWER
S.D. – SOAP DISPENSER
S.F. – SQUARE FOOT
S.N.D. – SANITARY NAPKIN DISPENSER
S.P.J. – SECOND POUR JOINT
S.R. – SPRINKLER RISER
S.S. – STAINLESS STEEL
SCWD. – SOLID CORE WOOD
SJ. – SAWED JOINT
S. – STRUCTURE LINE
SPECS. – SPECIFICATIONS
ST. – STAIN
STL. – STEEL
STRUCT. – STRUCTURAL
S/S. – SERVICE SINK
S.S. – STAINLESS STEEL
T.D.S. – TURNED DOWN SLAB
T/F. – TOP OF FOOTING
T.P.S. – TOILET PAPER DISPENSER
T.O.C. – TOP OF CONCRETE
T.O.S. – TOP OF STEEL
T.O.W. – TOP OF WALL
T.S. – THICK SLAB
TEMP. – TEMPERED
TR – TREADS
TYP. – TYPICAL
U – URINAL
U.L.DES. NO. – UNDERWRITERS LABORATORIES DESIGN NO.
U.N.O. – UNLESS NOTED OTHERWISE
U.L. – URINAL SCREEN
V.C.T. – VINYL COMPOSITION TILE
VERT. – VERTICAL
VWC. – VINYL WALL COVERING
VXB. – VERTICAL "X" BRACING
W. – WIDE
W/ – WITH
W/H. – WATER HEATER
W.R. – WATER RESISTANT
WD. – WOOD
WF. – WALL FOOTING
W/C – WATER CLOSET

Hall County Department of Planning and Development
2875 Browns Bridge Road
3rd Floor
Gainesville, GA 30504
Phone: (770) 531-6809

## SCOPE OF WORK:

NEW CONSTRUCTION OF 510' x 120' METAL BUILDING w/ 30' x 100' OFFICE SPACE.

PROJECT CRITERIA: PLAN REVIEW IS BASED ON THE FOLLOWING INFORMATION:
LOCATION OF DEVELOPMENT: 2811 ATHENS HWY. GAINESVILLE, GA 30507
ARCHITECT: RICK G. NELSON PHONE # 678-442-1198 GA. STATE REGIS. # 011740.
STR'L. ENG.: MACON E. GOOCH, III. PHONE #: 678-442-1198. GA. STATE REGIS. #: 8889.
MEP ENGINEER: MACON E GOOCH, III. PHONE #: 678-442-1198 GA. STATE REGIS. #: 8889.

A. OCCUPANCY CLASSIFICATION: IBC = M-MERCANTILE, NFPA = NEW MERCANTILE
B. BUILDING AREA – 64,200 SQ.FT. TOTAL
C. OCCUPANT LOAD: 68 OCCUPANTS
D. CONSTRUCTION TYPE = IIB
E. SPRINKLERED: NO
F. FIRE ALARM: YES
G. NUMBER OF STORIES: 1
H. BUILDING HEIGHT: 42'– 6"
I. ROOF DESIGN CRITERIA: DEAD LOAD: 10 PSF LIVE LOAD: 40 PSF
J. CEILING DESIGN CRITERIA: DEAD LOAD: 10 PSF LIVE LOAD: 100 PSF
K. WIND LOAD CRITERIA: 30 PSF, BASIC DESIGN WIND SPEED = 106 MPH, ALLOWABLE STRESS DESIGN WIND SPEED = 82 MPH BUILDING RISK CATEGORY = II, WIND EXPOSURE CATEGORY = C

## APPLICABLE BUILDING CODES:

THE BUILDING DESCRIBED IN THESE PLANS SHALL BE CONSTRUCTED IN COMPLIANCE WITH HALL COUNTY CONSTRUCTION CODES 2015 ADOPTED AND INCLUDES REVISIONS, AMENDMENTS AND APPENDICES TO THE FOLLOWING LISTED CODES.

1) INTERNATIONAL BUILDING CODE 2018 EDITION, WITH GEORGIA STATE AMENDMENTS (2020), (2022), (2024)
2) INTERNATIONAL MECHANICAL CODE 2018 EDITION, WITH GEORGIA STATE AMENDMENTS (2020), (2024)
3) INTERNATIONAL FUEL GAS CODE 2018 EDITION, WITH GEORGIA STATE AMENDMENTS (2020), (2022)
4) INTERNATIONAL PLUMBING CODE 2018 EDITION, WITH GEORGIA STATE AMENDMENTS (2020), (2022), (2023), (2024)
5) NFPA NATIONAL ELECTRIC CODE 2020 EDITION, WITH GEORGIA STATE AMENDMENTS (2021)
6) INTERNATIONAL ENERGY CONSERVATION CODE 2015 EDITION, WITH GEORGIA STATE AMENDMENTS (2020), (2022), (2023)
7) INTERNATIONAL EXISTING BUILDING CODE 2018 EDITION, WITH GEORGIA STATE AMENDMENTS (2021)
8) THE HALL COUNTY CONSTRUCTION CODE, 2015 VERSION WITH GEORGIA STATE AMENDMENTS (2023)
9) 2012 HALL COUNTY ORDINANCE FOR FIRE PREVENTION AND PROTECTION ORDINANCE
10) 2023 OCGA 120-3-3 GEORGIA MINIMUM FIRE SAFETY STANDARDS
11) 2018 INTERNATIONAL FIRE CODE (AMENDED BY 120-3-3)
12) NFPA 101 LIFE SAFETY CODE 2018 EDITION. (AMENDED BY 120-3-3)
13) 2010 ADA STANDARD FOR ACCESSIBLE DESIGN

## NOTES

1. SIGNS ARE NOT APPROVED WITHIN THE SCOPE OF THIS BUILDING PERMIT. A SEPARATE SIGN LOCATION PERMIT IS REQUIRED FOR EACH SIGN.
2. EXCEPT AS OTHERWISE SPECIFICALLY AUTHORIZED, SMOKING SHALL BE PROHIBITED IN ALL ENCLOSED PUBLIC PLACES WITHIN UNINCORPORATED HALL COUNTY. SMOKING IN BARS AND RESTAURANTS SHALL COMPLY WITH THE HALL COUNTY CLEAN INDOOR AIR ORDINANCE. THE SMOKING OF HOOKAH IN ANY ESTABLISHMENT THAT SERVES ALCOHOL OR FOOD SHALL BE PROHIBITED. (THE HALL COUNTY CLEAN INDOOR AIR ORDINANCE, CODE OF ORDINANCES SECTION 38 -105 & 107(8). THE HALL COUNTY UNIFIED DEVELOPMENT ORDINANCE SECTION 230-130, AA.)
3. NO CONSTRUCTION TRAILER WILL BE USED ON THIS SITE.
4. FE = 2A10BC3 FIRE EXTINGUISHER HUNG 48" A.F.F. TO TOP OF EXTINGUISHER. LOCATE ONE FIRE EXTINGUISHER PER UNIT.
5. NO STORAGE SHELVING INCLUDED UNDER THIS PERMIT APPLICATION. TENANT SHALL SUBMIT SEPARATE APPLICATION FOR STORAGE SHELVING TO HALL COUNTY BUILDING DEPARTMENT.
6. ALL CONSTRUCTION SHALL COMPLY WITH SECTIONS 102.5.2, 701.2 AND TABLE 701 OF IECC WITH GEORGIA SUPPLEMENTS AND AMENDMENTS.
7. NO INTERIOR FINISH UNDER THIS PERMIT EXCEPT AS INDICATED.
8. INDIVIDUAL SUITES SHALL OBTAIN SEPARATE (INDIVIDUAL) UPFIT PERMIT PRIOR TO CONSTRUCTION.
9. GENERAL CONTRACTOR SHALL PROVIDE SUITE DESIGNATION SIGNAGE ON ALL EXTERIOR DOORS; SIGNAGE SHALL BE A MINIMUM SIZE OF 4".
10. FIRE ALARM SYSTEM TO BE PROVIDED IN ACCORDANCE WITH NFPA 72, 2012 EDITION. FIRE ALARM CONTRACTOR SHALL OBTAIN A FIRE ALARM SYSTEM PERMIT FROM THE HALL COUNTY FIRE MARSHAL'S OFFICE PRIOR TO INSTALLATION. ANY FIRE ALARM PLANS INCLUDED IN THIS SET ARE FOR REFERENCE ONLY. NOT FOR PERMIT.
11. THE DESIGNER OF RECORD SHALL ENSURE AND SUBMIT APPROPRIATE DOCUMENTS TO THE HALL COUNTY BUILDING INSPECTOR THAT THE CONSTRUCTED BUILDING ELEVATION, DESIGN, MATERIALS, AND COLORS COMPLY WITH THE COUNTY APPROVED ELEVATIONS.

## OWNER

LANNY DUNAGAN'S WELDING SERVICES
1205 INDUSTRIAL BLVD.
CONTACT: LANNY DUNAGAN
770-535-7170

### STRUCTURAL

MACON E. GOOCH III
BUILDING CONSULTANTS, INC.
1383 DUNCAN LANE.
AUBURN, GEORGIA 30011
CONTACT: SCOTT REDDING
678-442-1198

### ARCHITECTURAL

MACON E. GOOCH III
BUILDING CONSULTANTS, INC.
1383 DUNCAN LANE.
AUBURN, GEORGIA 30011
CONTACT: SCOTT REDDING
678-442-1198

SITE

VICINITY MAP

## DRAWING INDEX


### GENERAL DRAWINGS
G1 – COVER SHEET
G2 – ADA DETAILS & SPEC'S

### ARCHITECTURAL DRAWINGS
A1 – FLOOR PLAN
A2 – ELEVATIONS
A3 – ELEVATIONS
A4 – REFLECTED CEILING PLAN
A5 – BUILDING SECTIONS
A6 – PLAN NOTES & DETAILS
A7 – PLAN NOTES & DETAILS
A8 – LIFE SAFETY PLAN

### STRUCTURAL DRAWINGS
S1 – FOUNDATION PLAN
S2 – FOUNDATION SECTION & DETAILS
S3 – ROOF FRAMING PLANS
S4 – STEEL CONNECTION DETAILS

### MECHANICAL DRAWINGS
M1 – MECHANICAL PLAN
M2 – MECHANICAL DETAILS
M3 – MECHANICAL DETAILS
M4 – KITCHEN EQUIPMENT SCHEDULE

### ELECTRICAL DRAWINGS
E1 – ELECTRICAL LIGHTING PLAN
E2 – ELECTRICAL POWER PLAN
E3 – ELECTRICAL PANEL & DETAILS
E4 – ELECTRICAL RISER DIAGRAM

### PLUMBING DRAWINGS
P1 – SUPPLY PLAN
P2 – WASTE PLAN
P3 – WASTE RISER DIAGRAM
P4 – NOTES AND DETAILS
P5 – PLUMBING DETAILS


NOT RELEASED FOR CONSTRUCTION


THESE CONSTRUCTION DOCUMENTS AND DESIGNS CONTAINED HEREIN, AS AN INSTRUMENT OF SERVICE, IN PART, ARE INSTRUMENTS OF SERVICE AND THE SOLE PROPERTY OF MACON E. GOOCH III BUILDING CONSULTANTS, INC. UNLESS OTHERWISE AGREED TO, THEY SHALL NOT BE REPRODUCED OR CHANGED IN ANY MANNER WHATSOEVER, NOR ARE THEY TO BE USED IN ANY OTHER PROJECTS OTHER THAN THAT SPECIFICALLY INTENDED BY THE DESIGNERS WITHOUT WRITTEN PERMISSION FROM AND DUE COMPENSATION TO MACON E. GOOCH III BUILDING CONSULTANTS, INC.
© MACON E. GOOCH III BUILDING CONSULTANTS ALL RIGHTS RESERVED


| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |


MACON E. GOOCH III
BUILDING CONSULTANTS
1383 DUNCAN LANE
AUBURN GEORGIA 30011
TEL 678-442-1198 FAX: 678-975-7485


6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
COVER SHEET
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189485 | | |

SHEET
G1 OF XX

10.21.24 Item 6A&B

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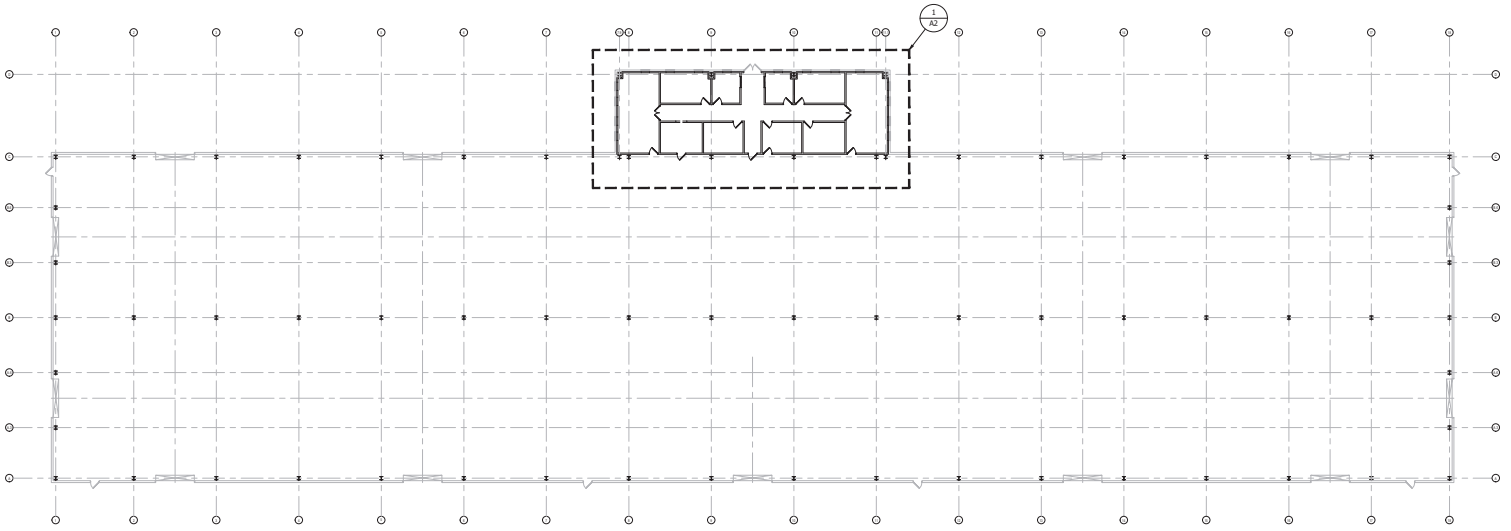


1 A1 FLOOR PLAN (WAREHOUSE)
SCALE: 1/16"=1'-0"

NOT RELEASED FOR CONSTRUCTION

| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

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MACON E. GOOCH III
BUILDING CONSULTANTS
MEG
TEL 678-442-1198 FAX 678-925-7485
AUBURN, GEORGIA 30011
330 S. DIVISION AVE.

6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
FLOOR PLAN - WAREHOUSE
2817 GAINESVILLE HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: 02405189486 | | |
| SHEET | | |
| A1 OF XX | | |

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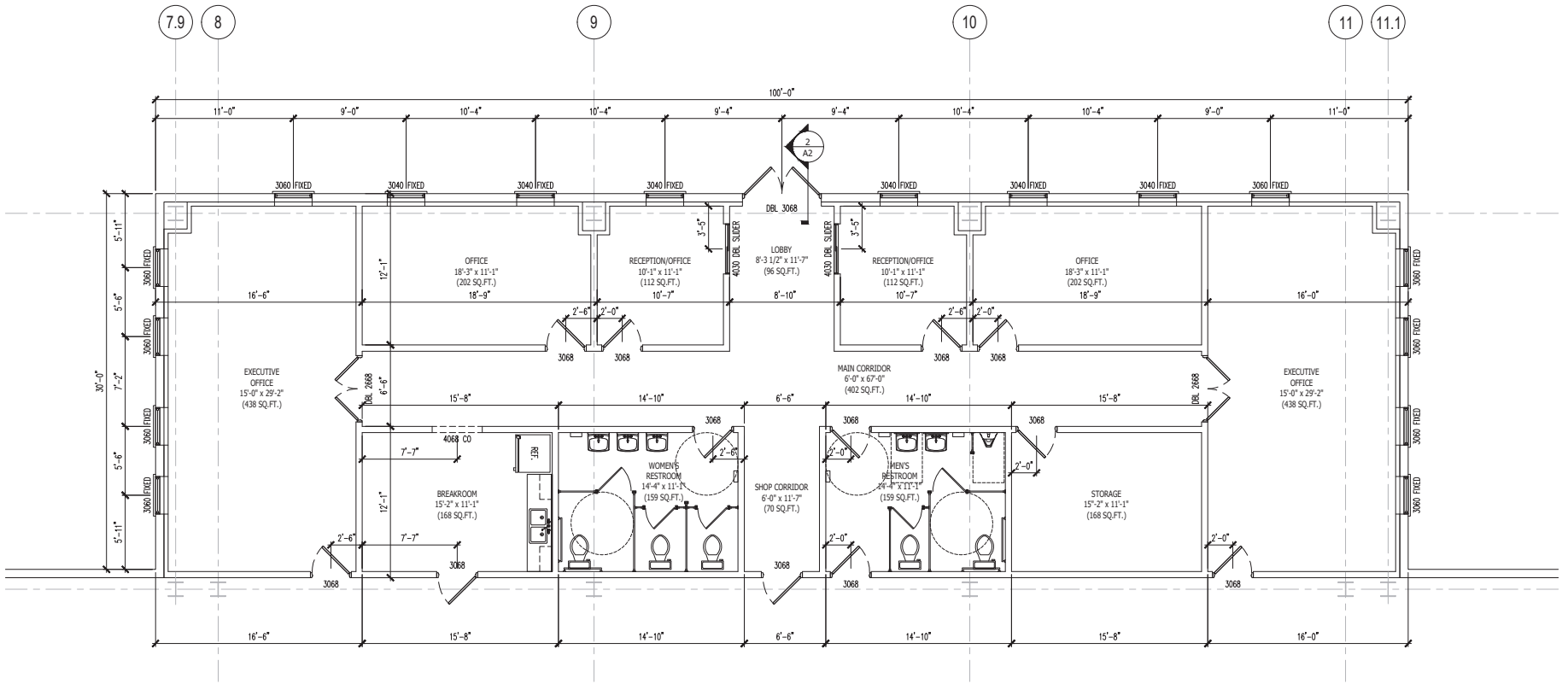
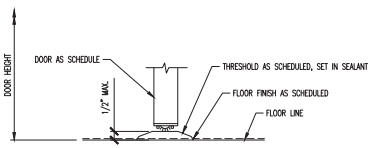



1 A2 FLOOR PLAN (OFFICE)
SCALE: 1/4"=1'-0"




2 A2 DOOR THRESHOLD DETAIL
SCALE: N.T.S.

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AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX: 678-975-7485

6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## FLOOR PLAN - OFFICE
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189488 | | |

SHEET
A2 OF XX

10.2.1 2/22/24 Item 6A&B

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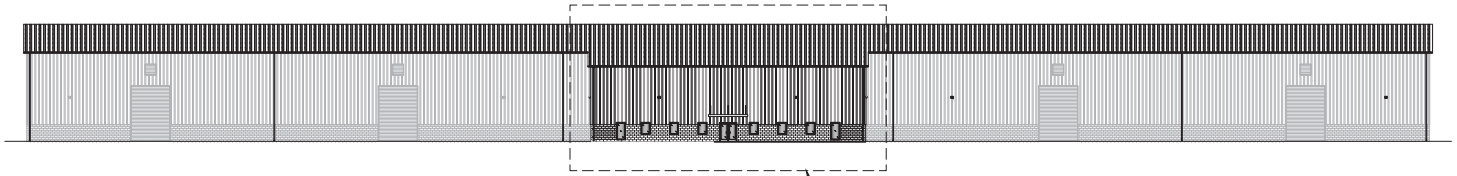
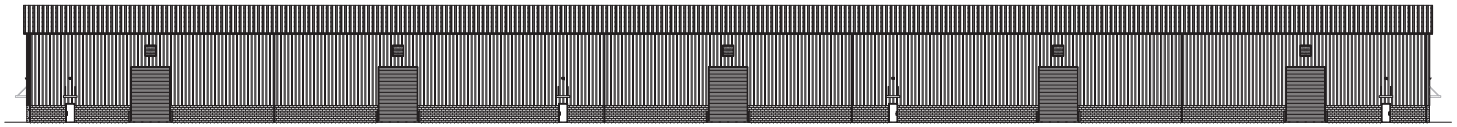
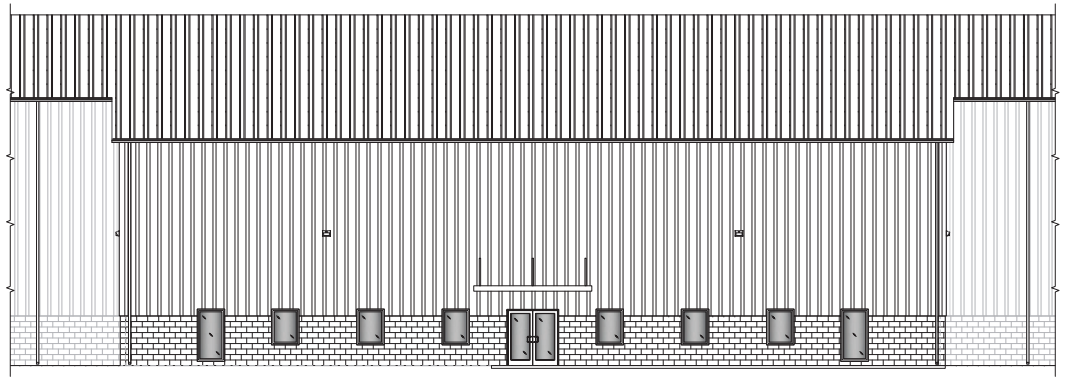


FRONT ELEVATION
SCALE: 1/16"=1'-0"



REAR ELEVATION
SCALE: 1/16"=1'-0"



ENLARGED VIEW
FRONT ELEVATION (OFFICE)
SCALE: 3/16"=1'-0"

NOT RELEASED FOR CONSTRUCTION

| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
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6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

ELEVATIONS

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189486 | | |

SHEET
A3 OF XX

Item 6A 8/6/24

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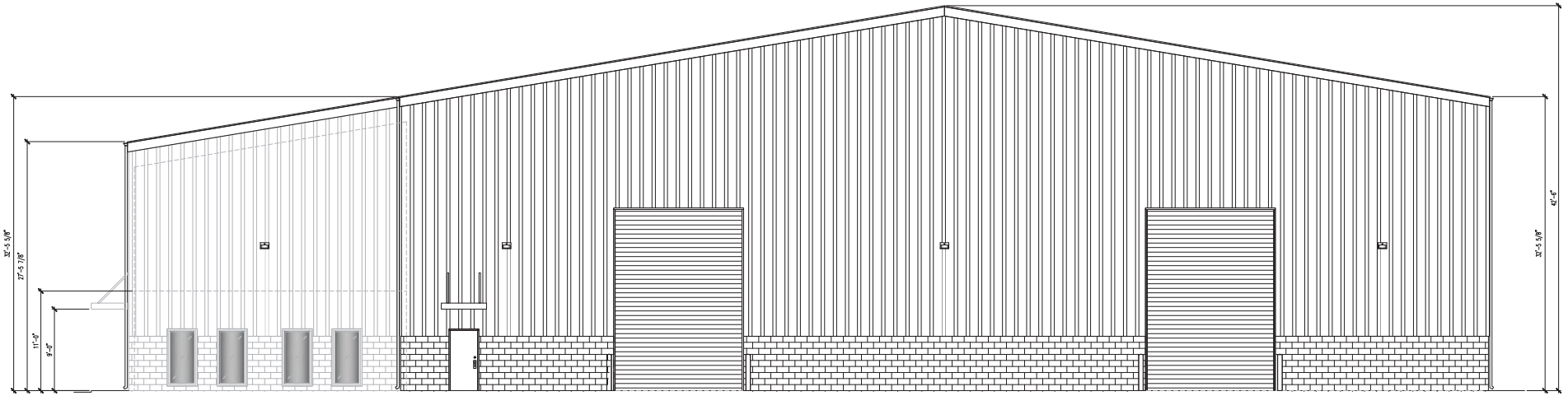
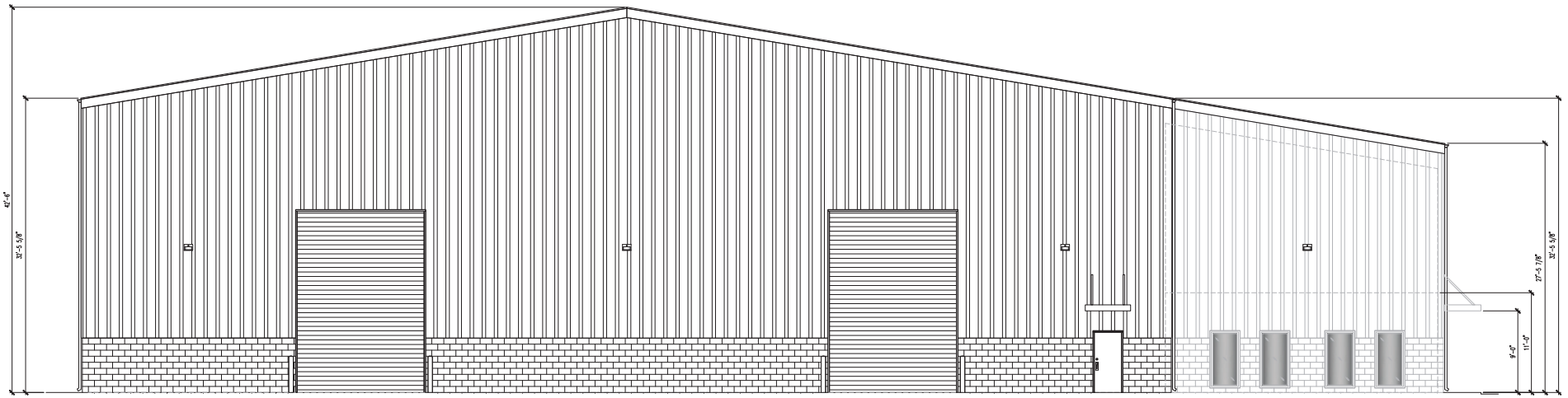



RIGHT ELEVATION
SCALE: 3/16"=1'-0"




LEFT ELEVATION
SCALE: 1/4"=1'-0"

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BUILDING CONSULTANTS
1393 DIAMOND LAKE
HOOVER, ALABAMA 35211
TEL 678-442-1188 FAX 678-925-7485

6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

ELEVATIONS

| | | |
|---|---|---|
| DESIGN | MEC | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189486 | | |
| SHEET | | |
| A4 OF XX | | |

Item 6A 6/28/24

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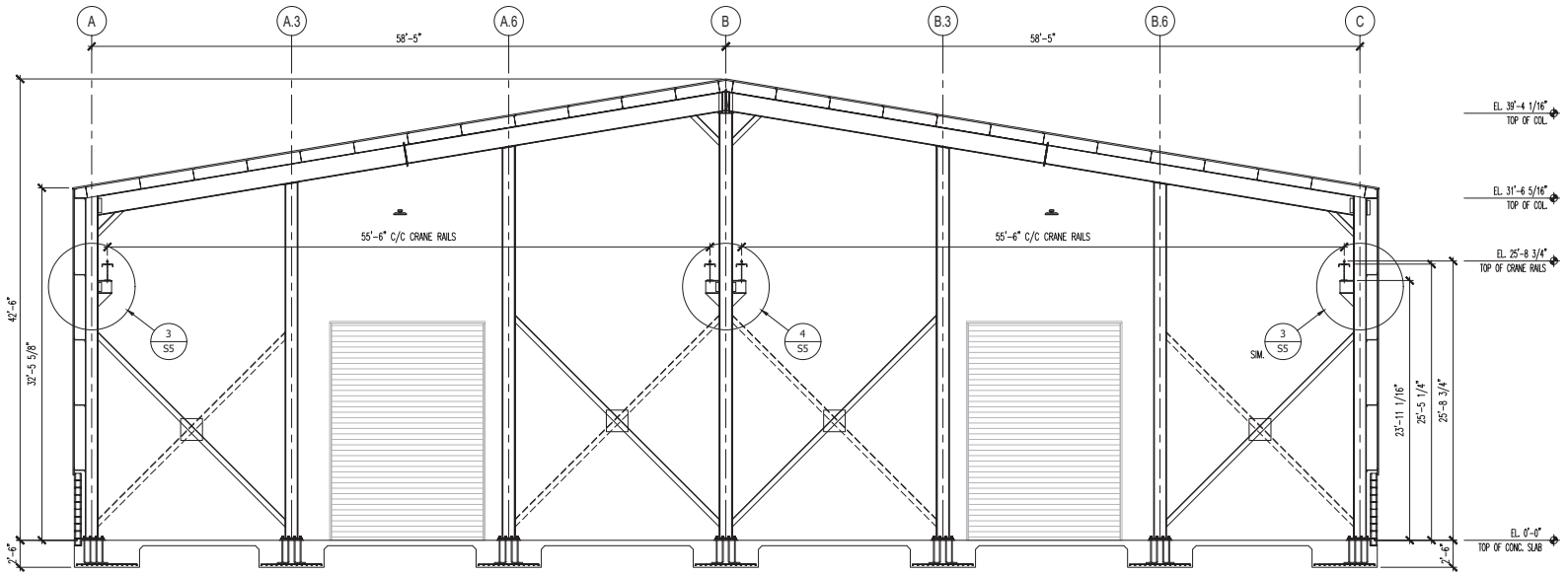
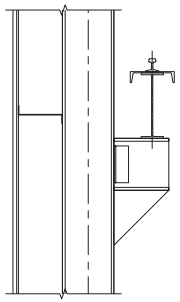
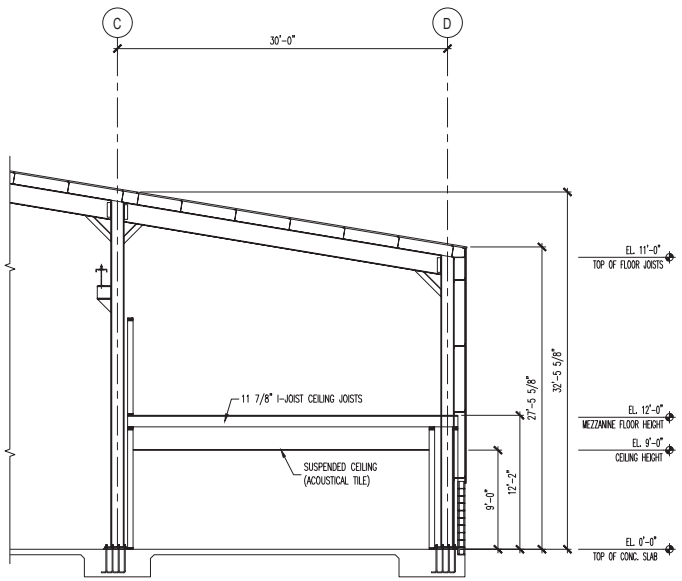


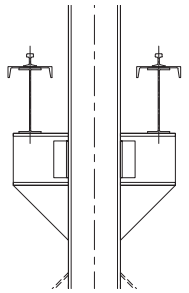

1 A5 BUILDING CROSS SECTION (WAREHOUSE)
SCALE: 3/16"=1'-0"



3 A5 ENLARGED VIEW OF CRANE RAIL @ OUTER COLUMNS
SCALE: 3/4"=1'-0"




2 A5 BUILDING CROSS SECTION (OFFICE)
SCALE: 3/16"=1'-0"



4 A5 ENLARGED VIEW OF CRANE RAIL @ CENTER COLUMNS
SCALE: 3/4"=1'-0"

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6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## BUILDING SECTION
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189485 | | |
| SHEET | A5 OF XX | |

10.1.2.2024 Item 6A&B

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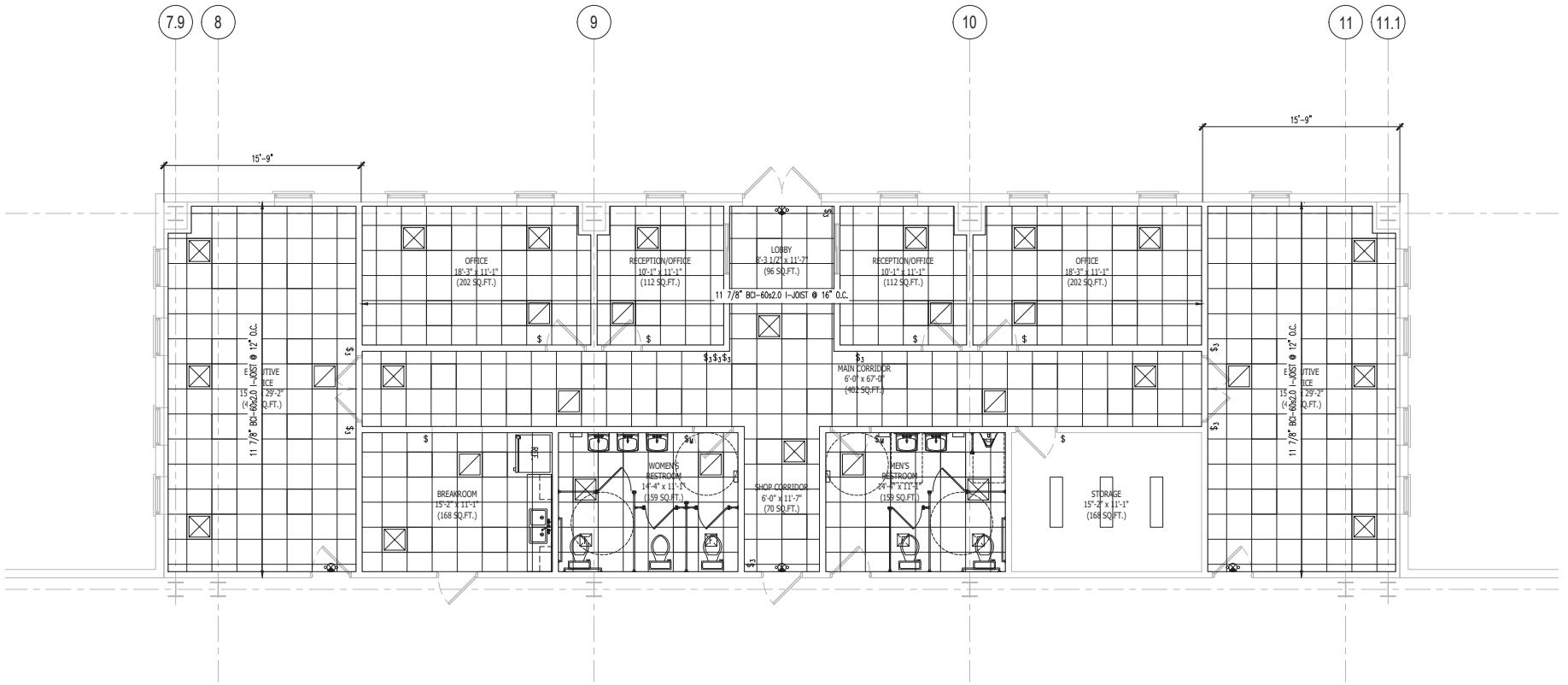


1 / A6 REFLECTED CEILING PLAN (OFFICE)
SCALE: 1/4"=1'-0"

REFLECTIVE CEILING PLAN LEGEND

| SYMBOL | DESCRIPTION |
|---|---|
| | LED TROFFER, 2'X2' |
| | LED TROFFER, 2'X2' (SECURITY CIRCUIT) |
| | SUPPLY DIFFUSER - 2'X2' |
| | RETURN DIFFUSER - 2'X2' |
| | RECESSED LED CAN LIGHT |
| | EXHAUST FAN |
| | CEILING MOUNTED LED - 6" X 8' |
| EXIT | EXIT SIGN |
| S | SMOKE/CO DETECTOR |
| | EMERGENCY LIGHT |
| A X'-X" | CEILING TYPE "A" GYPSUM BOARD WITH WHITE PAINTED FINISH |
| B X'-X" | CEILING TYPE "B" ARMSTRONG 2'x2' WHITE GRID W/ 2'X2' ACOUSTICAL TILE |

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BUILDING CONSULTANTS
1383 DUNCAN LAKE
AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX: 678-975-7485
MEG

6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
REFLECTED CEILING PLAN - OFFICE
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

10.21.22

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189481 | | |

SHEET
A6 OF XX

Item 6A&B

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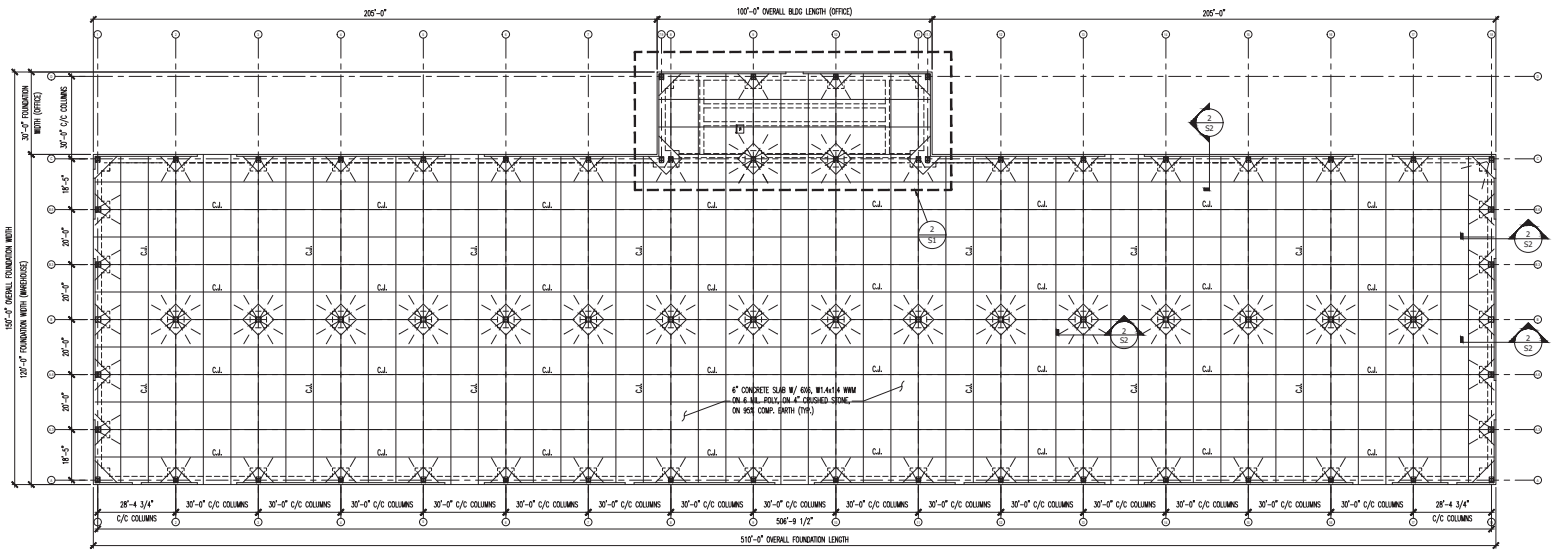
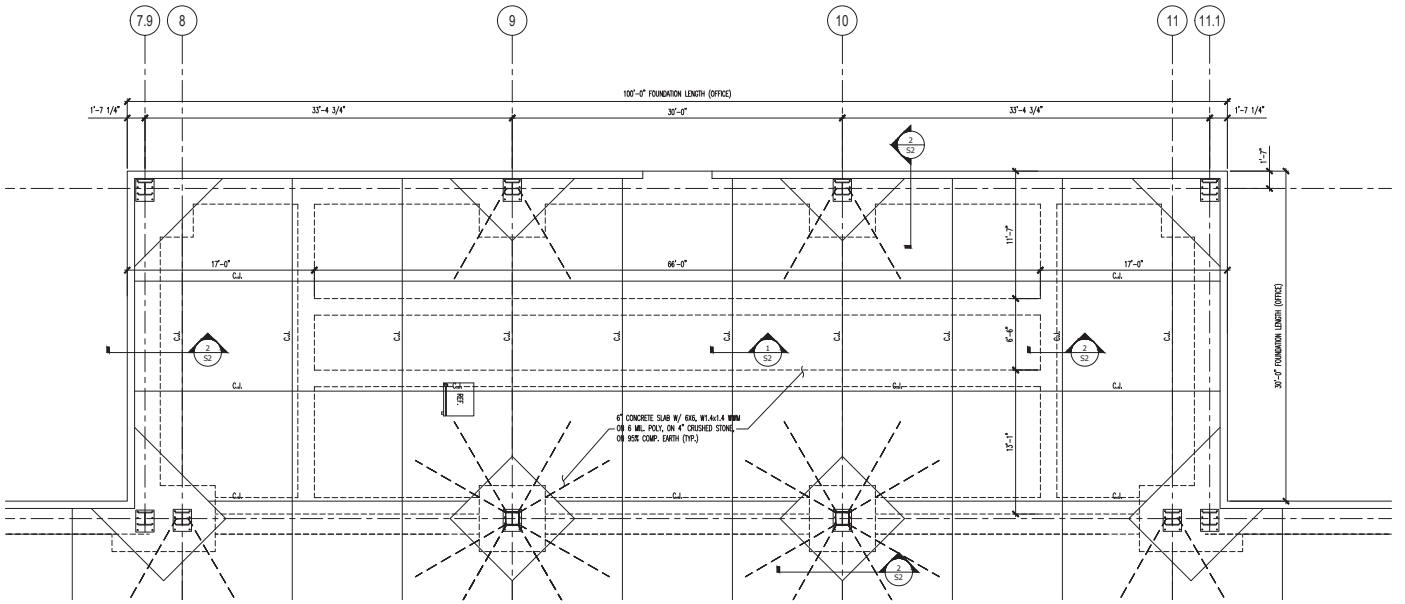



1 S1 FOUNDATION PLAN
SCALE: 1/16"=1'-0"




2 S1 ENLARGED VIEW
FOUNDATION PLAN (OFFICE)
SCALE: 1/4"=1'-0"

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BUILDING CONSULTANTS
1350 S. DONAHOO ST.
AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX 678-925-7685


6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
FOUNDATION PLAN
2870 GAINESVILLE HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: 02405189486 | | |
| SHEET | S1 OF XX | |


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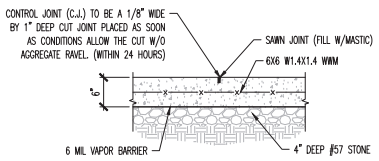


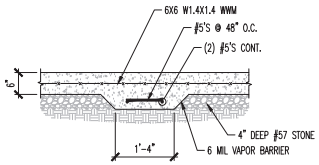


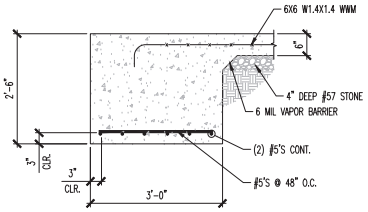


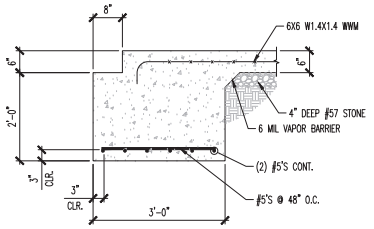


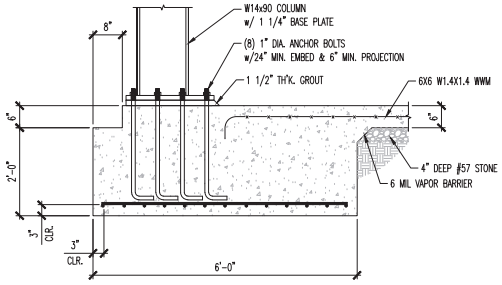


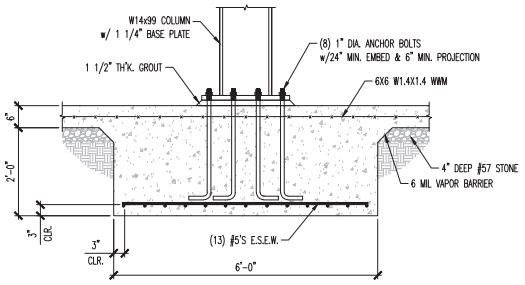


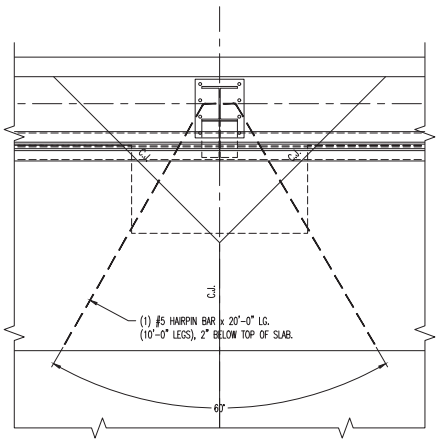


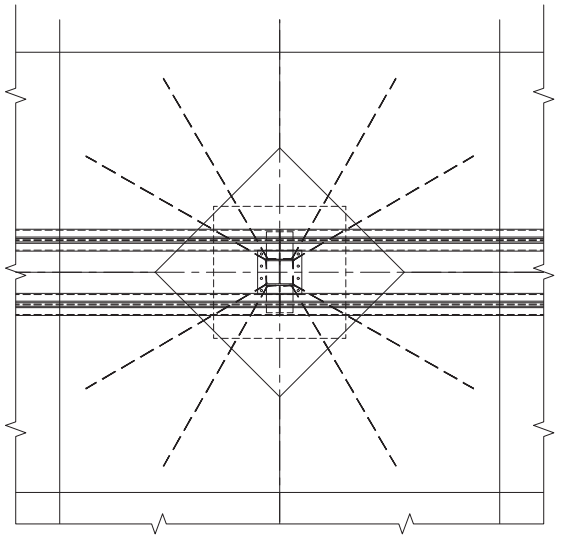

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| REVISION | DATE | APPROVED | DESCRIPTION |
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MACON E. GOOCH III
BUILDING CONSULTANTS
1383 DUNCAN LANE
AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX: 678-975-7485
MEG

6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## FOUNDATION DETAILS
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189488 | | |

SHEET
S2 OF XX

10.21.24 Item 6A&B

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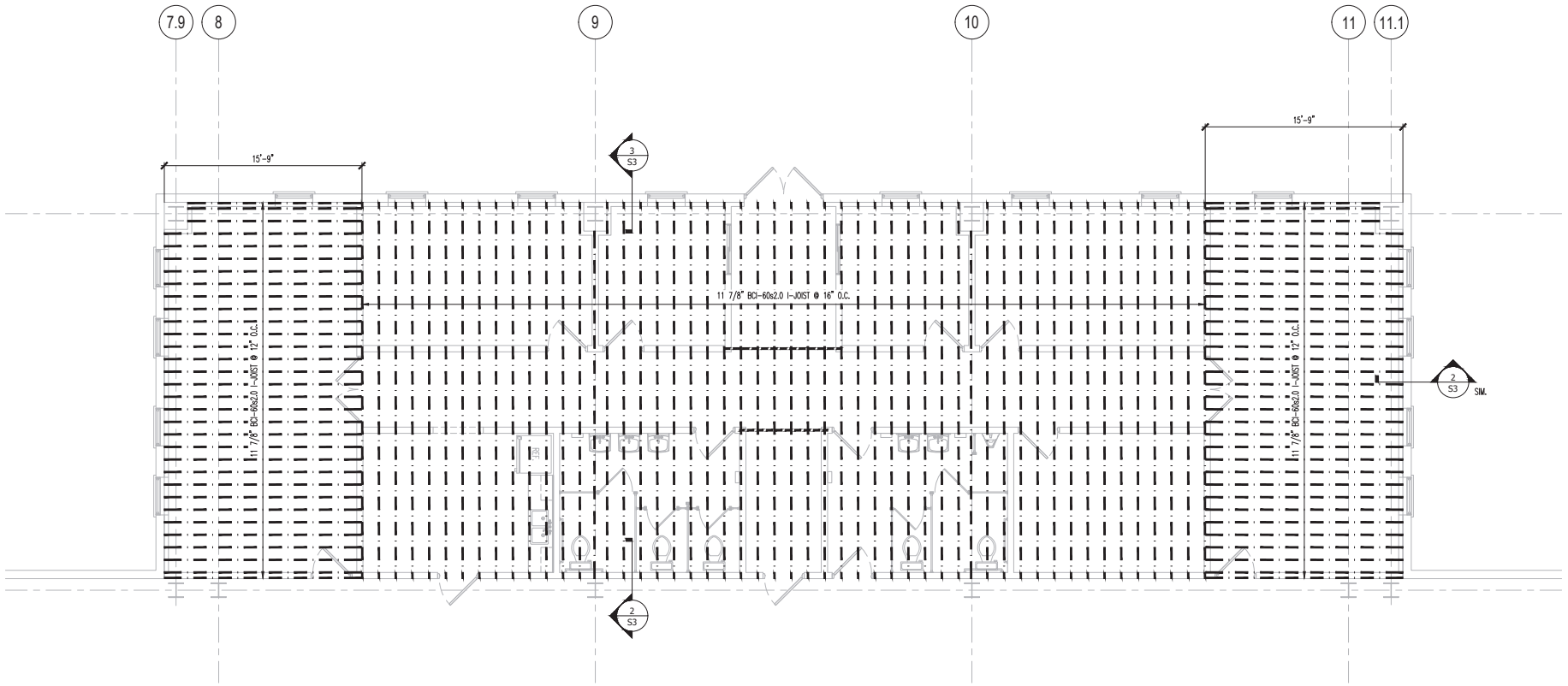
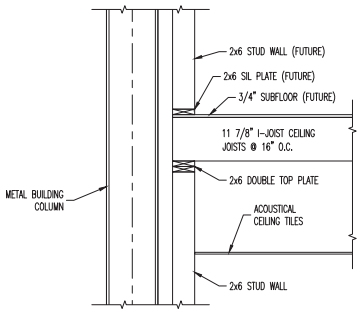
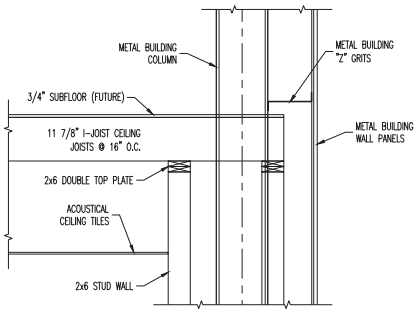



1 S3 CEILING FRAMING PLAN (OFFICE)
SCALE: 1/4"=1'-0"




2 S3 CEILING FRAMING DETAIL
SCALE: 3/4"=1'-0"




3 S3 CEILING FRAMING DETAIL
SCALE: 3/4"=1'-0"

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| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

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TEL 678-442-1198 FAX: 678-975-7485

6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## CEILING FRAMING PLAN
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189488 | | |
| SHEET | S3 OF XX | |

10.21.24 Item 6A&B

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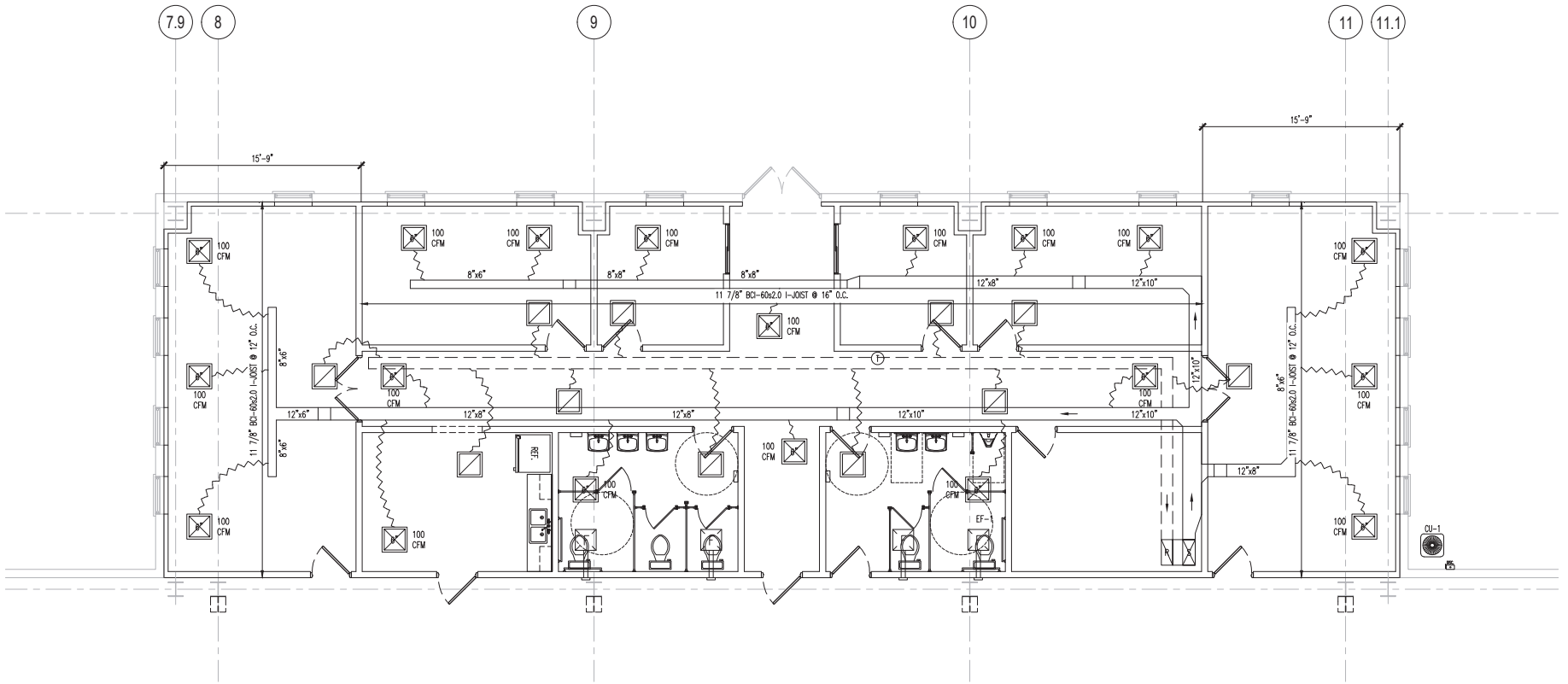


1 / M1 MECHANICAL PLAN (OFFICE)
SCALE: 1/4"=1'-0"

MECHANICAL LEGEND

| SYMBOL | DESCRIPTION |
|---|---|
| | SUPPLY DIFFUSER - 2'X2' |
| | RETURN DIFFUSER - 2'X2' |
| EF | EXHAUST FAN |
| 12x12 | RIDGED DUCT (SIZE) |
| | FLEXIBLE DUCT |
| T | PROGRAMMABLE THERMOSTAT, 54" A.F.F. |

NOT RELEASED FOR CONSTRUCTION

| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

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MEG

6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## MECHANICAL PLAN - OFFICE
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189480 | | |

SHEET
M1 OF XX

10.21.24

Item 6A&B

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1 / M1 MECHANICAL PLAN (OFFICE)
SCALE: 1/4"=1'-0"

| MECHANICAL LEGEND | |
|---|---|
| SYMBOL | DESCRIPTION |
| ⊠ | SUPPLY DIFFUSER - 2'X2' |
| ⊠ | RETURN DIFFUSER - 2'X2' |
| EF | EXHAUST FAN |
| 12x12 | RIDGED DUCT (SIZE) |
| ~~~ | FLEXIBLE DUCT |
| T | PROGRAMMABLE THERMOSTAT, 54" A.F.F. |

NOT RELEASED FOR CONSTRUCTION

| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

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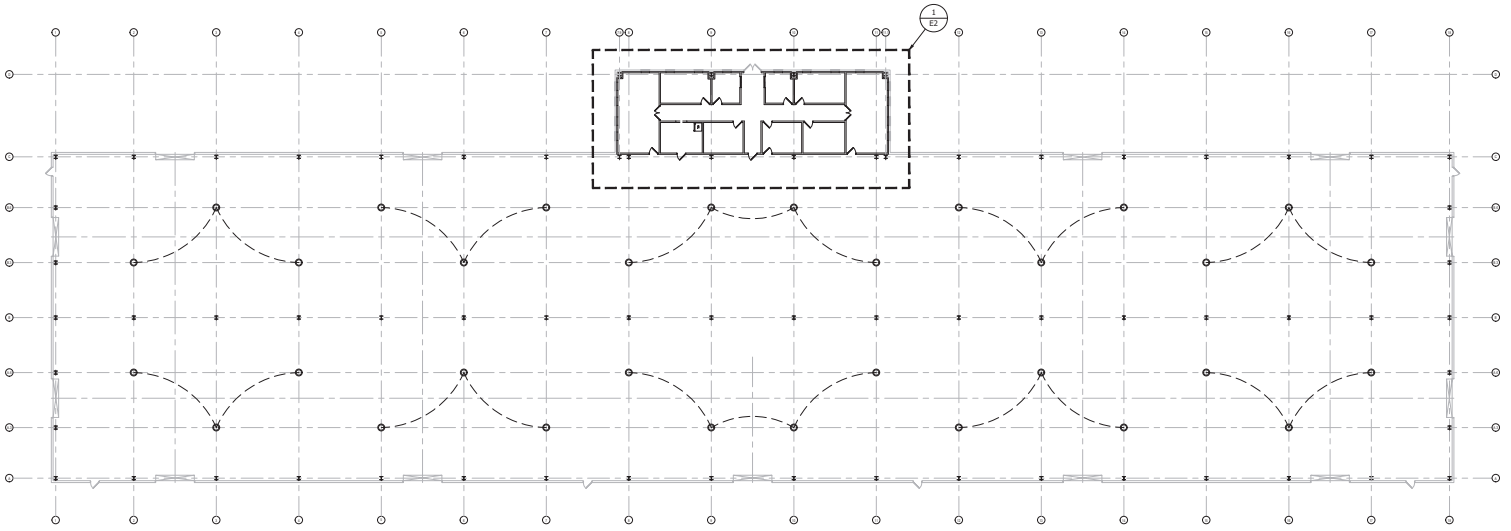
6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## MECHANICAL DETAILS
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D240518948 | | |

SHEET
M2 OF X

10.21.2024 Item 6A&B




1 / E1 LIGHTING PLAN (WAREHOUSE)
SCALE: 1/16"=1'-0"

## ELECTRICAL LEGEND

| SYMBOLS | DESCRIPTION |
|---|---|
| ○ | RECESSED INCANDESCENT LIGHT |
| ⊕ | SURFACE MOUNTED LIGHT FIXTURE |
| ⊕ | WALL MOUNTED LIGHT FIXTURE |
| ⊖ | DUPLEX RECEPTACLE |
| ⊕ | DUPLEX RECEPTACLE, 42" A.F.F. |
| ⊖ | 120V GROUND FAULT INTERRUPTER |
| ⊖ | 240V RECEPTACLE |
| $ | WALL SWITCH, SINGLE POLE, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| $3 | WALL SWITCH, 3 WAY, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| $M | WALL SWITCH w/ MOTION SENSOR, SINGLE POLE, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| ⊠ | EXHAUST FAN, VENTED TO OUTSIDE |
| ⊕ | EMERGENCY EXIT LIGHT/SIGN, WALL MOUNTED |
| ⊕ | EMERGENCY EXIT LIGHT/SIGN, CEILING MOUNTED |
| ○ | HIGH BAY LED LIGHTING, 240 WATT, 32,000 LUMEN, 120V/60Hz. |
| ▭ | 1x4 LED LIGHT FIXTURE |
| □ | 2x2 LED LIGHT FIXTURE |
| LTG/PWR | HOME RUN CIRCUIT TO PANEL "LTG" OR "PWR" |

NOT RELEASED FOR CONSTRUCTION

| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

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AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX 678-925-7685

6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
# LIGHTING PLAN - WAREHOUSE
2870 GAINESVILLE HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: 02405189486 | | |
| SHEET | | |
| E1 OF XX | | |

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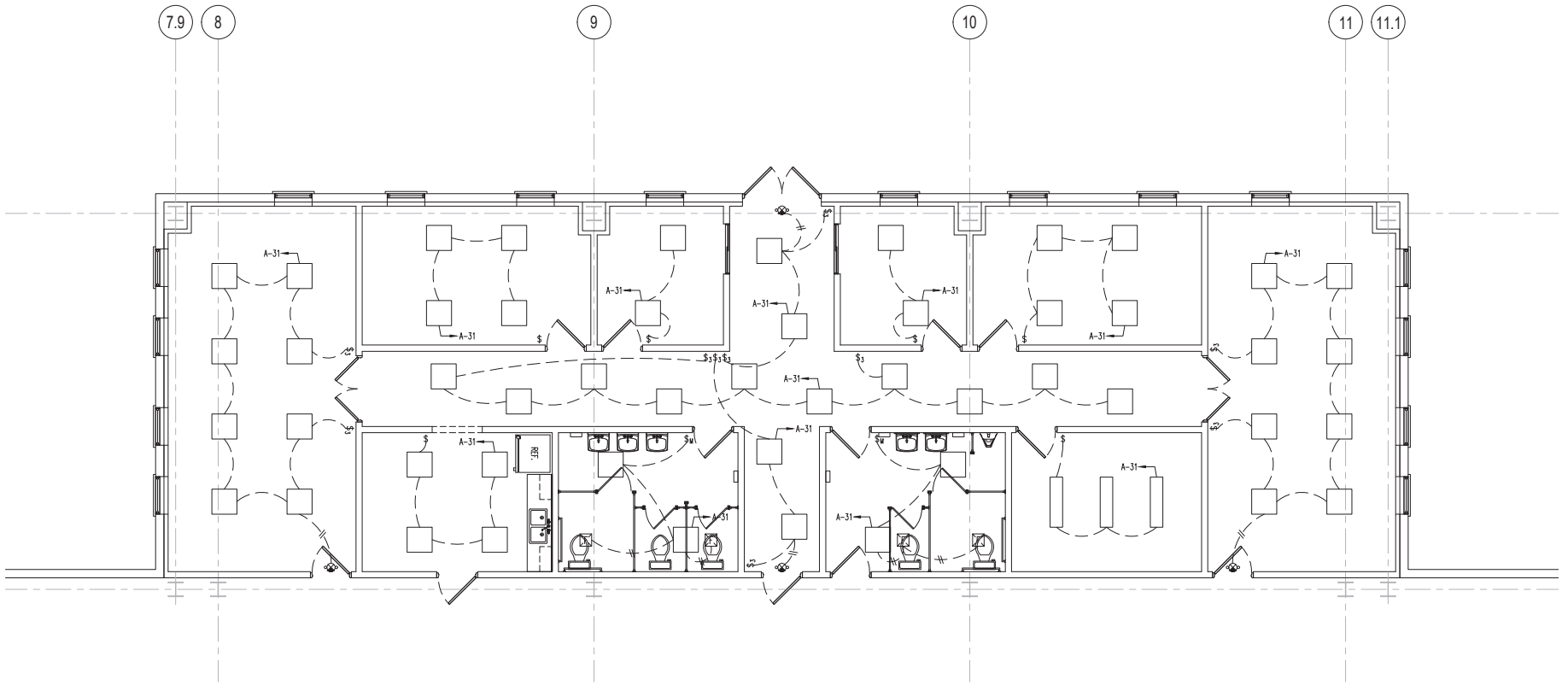


1 E2 LIGHTING PLAN (OFFICE)
SCALE: 1/4"=1'-0"

| LIGHTING LEGEND | |
|---|---|
| SYMBOLS | DESCRIPTION |
| ○ | RECESSED INCANDESCENT LIGHT |
| ⊕ | WALL MOUNTED LIGHT FIXTURE |
| $ | WALL SWITCH, SINGLE POLE, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| $3 | WALL SWITCH, 3 WAY, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| $M | WALL SWITCH w/ MOTION SENSOR, SINGLE POLE, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| ⊠ | EXHAUST FAN, VENTED TO OUTSIDE |
| | EMERGENCY EXIT LIGHT/SIGN, CEILING MOUNTED |
| | 1x4 LED LIGHT FIXTURE |
| LTG/PWR | HOME RUN CIRCUIT TO PANEL "LTG" OR "PWR" |

NOT RELEASED FOR CONSTRUCTION

| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

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AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX: 678-975-7485

6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## LIGHTING PLAN - OFFICE
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189486 | | |
| SHEET E2 OF XX | | |

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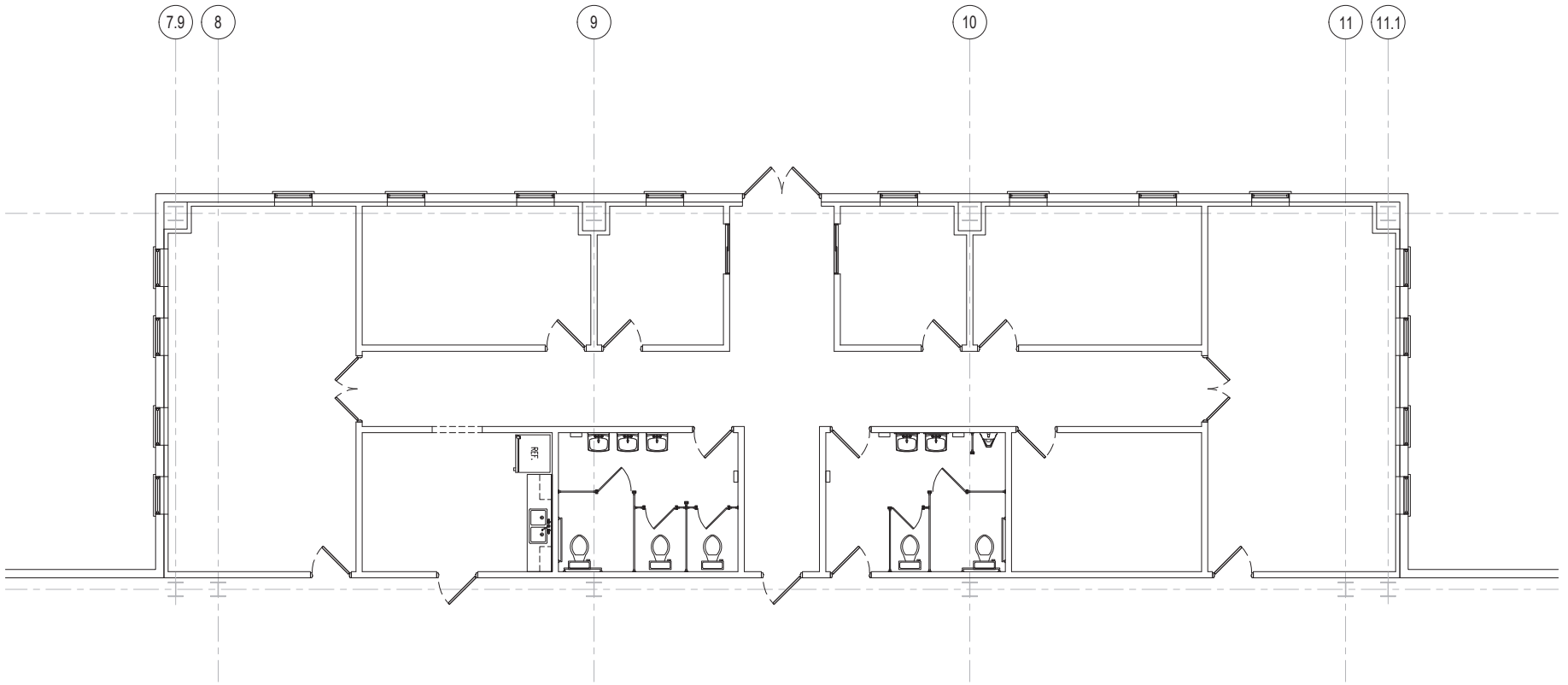


1 POWER PLAN (OFFICE)
E3 SCALE: 1/4"=1'-0"

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MEG

6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## LIGHTING PLAN - OFFICE
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189486 | | |

SHEET
E3 OF XX

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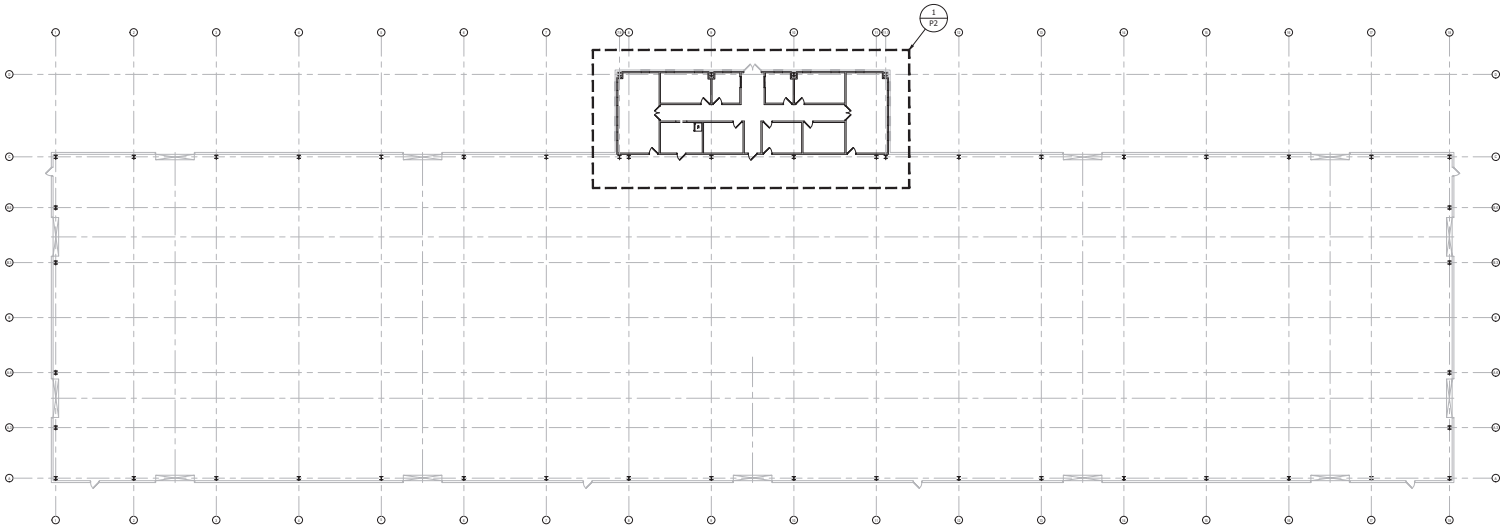


1 / P1 PLUMBING PLAN – SUPPLY (WAREHOUSE)
SCALE: 1/16"=1'-0"

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6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
PLUMBING PLAN – SUPPLY (WAREHOUSE)
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: 02405189486 | | |
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| P1 OF XX | | |

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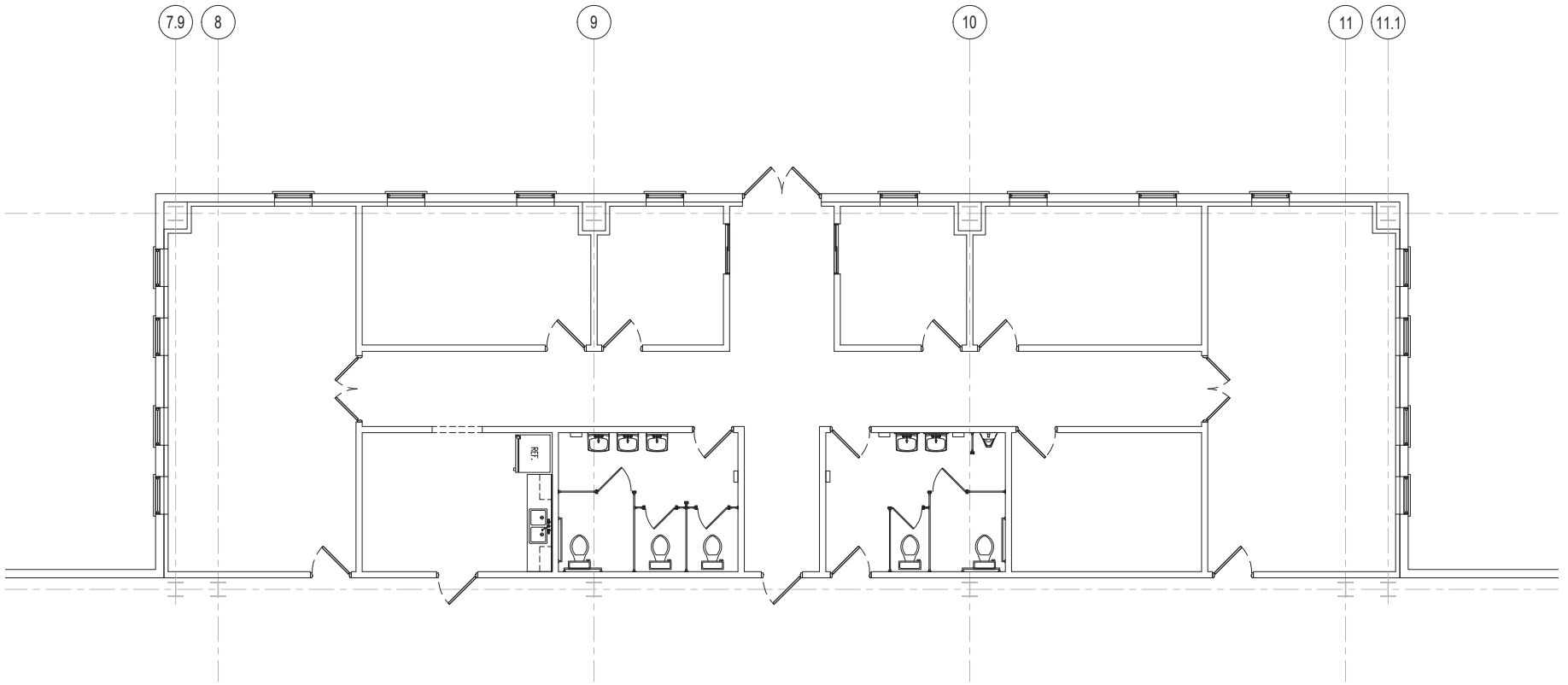


1/P2 PLUMBING PLAN – SUPPLY (OFFICE)
SCALE: 1/4"=1'-0"

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| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
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6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## PLUMBING PLAN – SUPPLY (OFFICE)
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189486 | | |

SHEET
P2 OF XX

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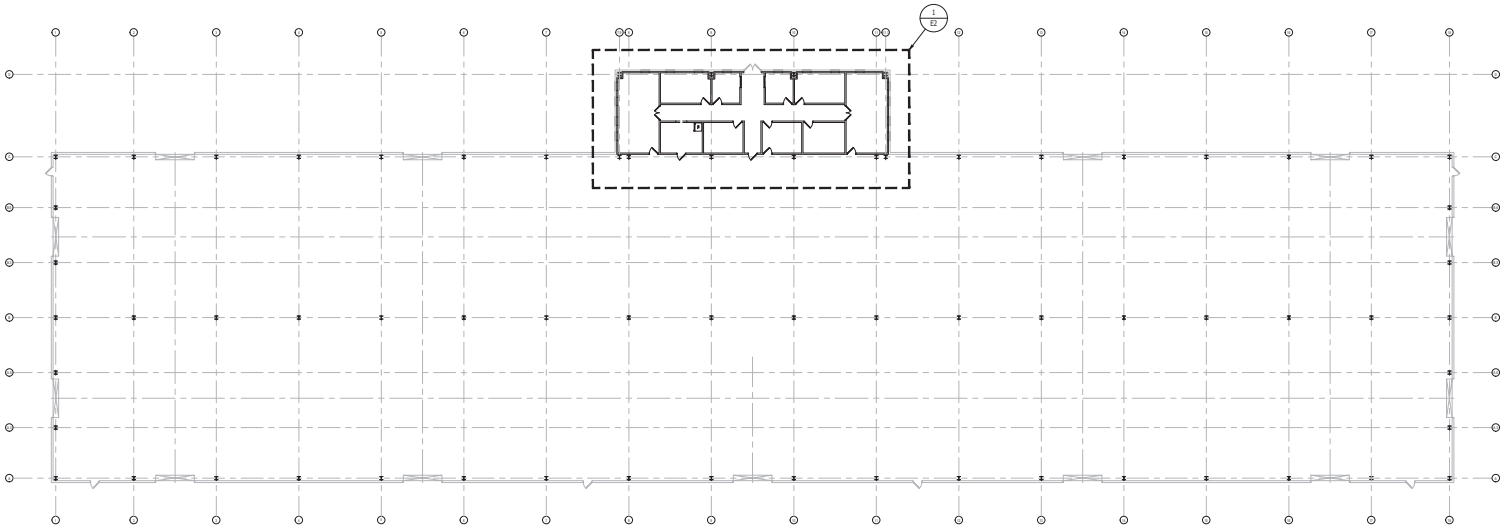


1 P3 PLUMBING PLAN – WASTE WATER (WAREHOUSE)
SCALE: 1/16"=1'-0"

## ELECTRICAL LEGEND

| SYMBOLS | DESCRIPTION |
|---|---|
| ○ | RECESSED INCANDESCENT LIGHT |
| ⊕ | SURFACE MOUNTED LIGHT FIXTURE |
| ⊕H | WALL MOUNTED LIGHT FIXTURE |
| ⊜ | DUPLEX RECEPTACLE |
| ⊕ | DUPLEX RECEPTACLE, 42" A.F.F. |
| ⊜GFI | 120V GROUND FAULT INTERRUPTER |
| ⊜240 | 240V RECEPTACLE |
| $ | WALL SWITCH, SINGLE POLE, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| $3 | WALL SWITCH, 3 WAY, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| $M | WALL SWITCH w/ MOTION SENSOR, SINGLE POLE, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| ⊠ | EXHAUST FAN, VENTED TO OUTSIDE |
| | EMERGENCY EXIT LIGHT/SIGN, WALL MOUNTED |
| | EMERGENCY EXIT LIGHT/SIGN, CEILING MOUNTED |
| ○ | HIGH BAY LED LIGHTING, 240 WATT, 32,000 LUMEN, 120V/60Hz. |
| ▭ | 1x4 LED LIGHT FIXTURE |
| □ | 2x2 LED LIGHT FIXTURE |
| LTG/PWR | HOME RUN CIRCUIT TO PANEL "LTG" OR "PWR" |

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6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## PLUMBING PLAN – WASTE WATER (WAREHOUSE)
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: 02405189486 | | |
| SHEET | | |
| P3 OF XX | | |

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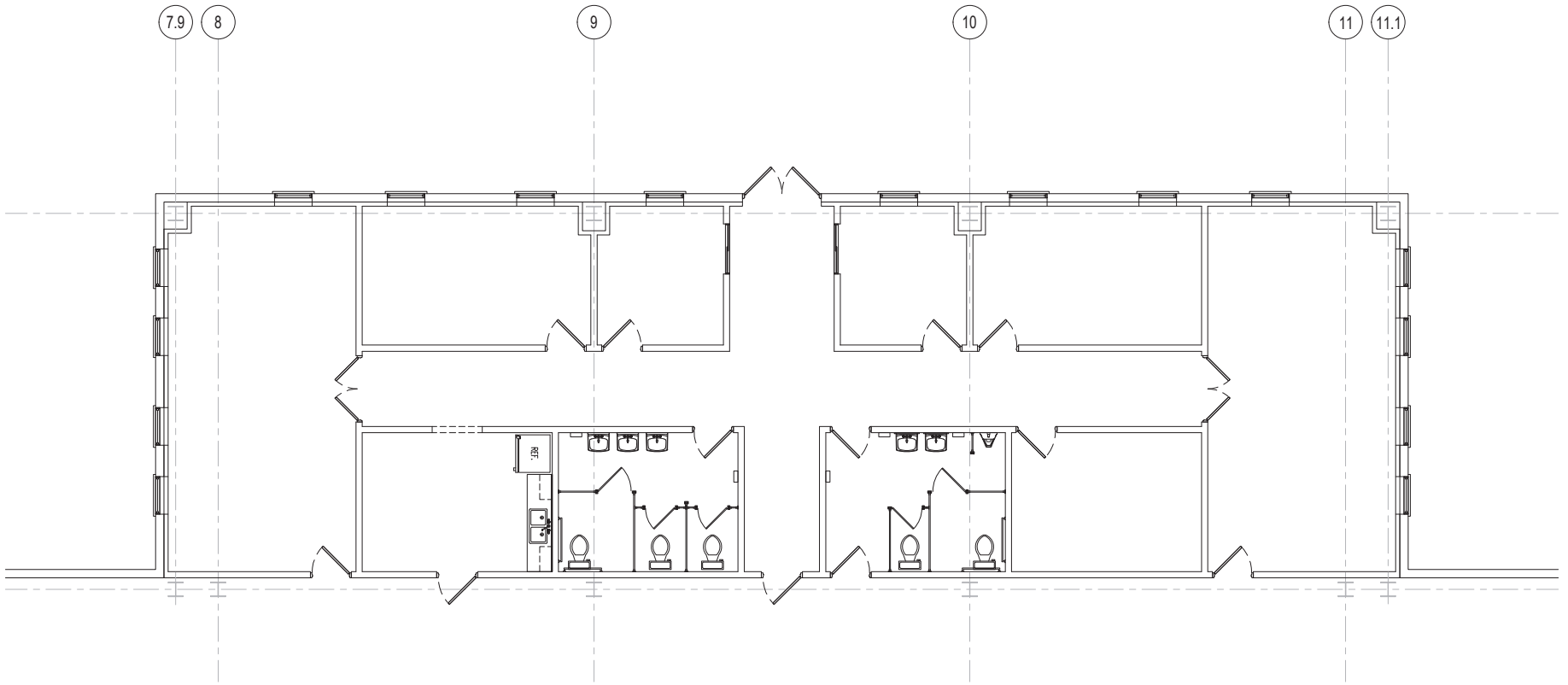


1/P4 PLUMBING PLAN – WASTE WATER (OFFICE)
SCALE: 1/4"=1'-0"

NOT RELEASED FOR CONSTRUCTION

| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

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MEG

6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## PLUMBING PLAN – WASTE WATER (OFFICE)
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189486 | | |

SHEET
P4 OF XX

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FILING FEES: $25.00
TRANSFER TAX: $750.00
PARTICIPANT ID: 2979894615
PARTICIPANT ID: 7067927936
PT61: 069-2024-002717
RECORDED BY: JP
CLERK: Charles Baker, C.S.C
Hall County, GA

**After recording, return to:**

**Prepared By:**
Weissman PC
3500 Lenox Road, 4th Floor
Atlanta, GA 30326

**File No.: W-03750-24-GA**

**Parcel ID:** 15023 000037

# LIMITED WARRANTY DEED

**STATE OF GEORGIA**
**COUNTY OF HALL**

THIS INDENTURE, made this 24th day of April, 2024 by and between **Jechiel Lay Hill and and Charlton Lay**, as party or parties of the first part, hereinafter called Grantor, and **Paden Dunagan**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 ($10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit:

**SEE ATTACHED EXHIBIT "A and B" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE HERETO**

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee, forever IN FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through, or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, on the date and year above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

RYAN M. REID
Notary Public, Georgia
Jackson County
My Commission Expires
October 06, 2024

Jechiel Lay Hill (Seal)

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

RYAN M. REID
Notary Public, Georgia
Jackson County
My Commission Expires
October 06, 2024

Charlton Lay Jechiel Lay Hill AIF (Seal)
Charlton Lay
By: Jechiel Lay Hill, as Attorney-in-Fact

## EXHIBIT "A"

**File No.: W-03750-24-GA**

All that tract or parcel of land lying and being in the 268th District, G.M., Hall County, Georgia, comprised of 25.101 acres, more or less, and fully shown on a plat entitled "Survey for Thomas Sims Estate" dated July 27, 1987, prepared by W. T. Dunaboo and Associates, Inc. of Winder, Georgia, certified by W. T. Dunahoo, Georgia Registered Surveyor Number 1577, recorded at Plat Book 123, Page 176, Office of the Clerk, Superior Court, Hall County, Georgia. Said plat, and the recording thereof, are by specific reference incorporated herein for a more detailed description.

And also conveyed herewith is that easement for access, ingress and egress from the above described tract to U.S. Highway 129 fully shown on a plat entitled "Composite Plat for L.D. Sims," dated April 1, 2003, prepared by W. T. Dunahoo and Associates of Winder, Georgia, certified by W. T. Dunahoo, Georgia Registered Surveyor Number 1577, recorded at Slide 829, Page 69A, Office of the Clerk, Superior Court, Hall County, Georgia. Said plat, and the recording thereof, are by specific reference incorporated herein for a more detailed description.

Subject to all easements and covenants of record, including that certain vegetation buffer composed of 4.08 acres in that certain quitclaim deed at Deed Book 2549, Page 340, and shown on Plat Slide 164, Page 236-A, Office of the Clerk, Superior Court, Hall County, Georgia; and the Conservation Tax Covenant recorded in Deed Book 5261, Page 90, Office of the Clerk, Superior Court, Hall County, Georgia.

FOR INFORMATIONAL PURPOSES ONLY: Said property being known as 2811 Athens Highway according to the present system of numbering property in Hall County, Georgia.

EXHIBIT "B"

State of Georgia

County of Barrow

# STATUTORY FORM POWER OF ATTORNEY

## IMPORTANT INFORMATION

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in O.C.G.A. Chapter 6B of Title 10.

This power of attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise in the Special Instructions, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is not entitled to any compensation unless you state otherwise in the Special Instructions. Your agent shall be entitled to reimbursement of reasonable expenses incurred in performing the acts required by you in your power of attorney.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a successor agent or name a co-agent in the Special Instructions. Co-agents will not be required to act together unless you include that requirement in the Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney shall be durable unless you state otherwise in the Special Instructions.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

**If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.**

## DESIGNATION OF AGENT

I Christian Cay name the following person as my agent:
(Name of principal-Print your name)

**Name of agent:** Tabitha Clayton

Agent's address: 2912 Melton Cove Circle
Lilburn, GA 30047

Agent's telephone number: 770 596 1355

Agent's e-mail address: Tchill822@yahoo.com

## DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of successor agent: _____

Successor agent's address: _____

_____

Successor agent's telephone number: _____

Successor agent's e-mail address: _____

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of second successor agent: _____

Second successor agent's address: _____

_____

Second successor agent's telephone number: _____

Second successor agent's e-mail address: _____

## GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in O.C.G.A. Chapter 6B of Title 10:

**(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "all preceding subjects" instead of initialing each subject.)**

(CA) Real property
(_____) Tangible personal property
(_____) Stocks and bonds
(_____) Commodities and options
(_____) Banks and other financial institutions
(_____) Operation of entity or business
(_____) Insurance and annuities
(_____) Estates, trusts, and other beneficial interests
(_____) Claims and litigation
(_____) Personal and family maintenance
(_____) Benefits from governmental programs or civil or military service
(_____) Retirement plans
(_____) Taxes
(_____) All preceding subjects

## GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent SHALL NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent. You should give your agent specific instructions in the Special Instructions when you authorize your agent to make gifts.)

(_____) Create, fund, amend, revoke, or terminate an inter vivos trust
(_____) Make a gift, subject to the limitations of O.C.G.A. § 10-6B-56 and any Special Instructions in this power of attorney
(_____) Create or change rights of survivorship
(_____) Create or change a beneficiary designation
(_____) Authorize another person to exercise the authority granted under this power of attorney
(_____) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
(_____) Exercise authority over the content of electronic communications sent or received by the principal
(_____) Exercise fiduciary powers that the principal has authority to delegate and that are expressly and clearly identified (including the persons for which the principal acts as a fiduciary) in the Special Instructions
(_____) Renounce an interest in property, including a power of appointment

## LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant SHALL NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

## SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines (you may add lines or place your special instructions in a separate document and attach it to the power of attorney):

_____

_____

_____

_____

_____

## EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

## NOMINATION OF CONSERVATOR (OPTIONAL)

If it becomes necessary for a court to appoint a conservator of my estate, I nominate the following person(s) for appointment:

Name of nominee for conservator of my estate: _____

Nominee's address: _____

_____

Nominee's telephone number: _____

Nominee's e-mail address: _____

## RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person has actual knowledge it has terminated or is invalid.

## SIGNATURE AND ACKNOWLEDGMENT OF PRINCIPAL

Charlton Lay — 11/18/2022

**Your signature** — **Date**

Charlton Lay

**Your name printed**

**Your address:** Baldestr. 14
80469 Munich
GERMANY

**Your telephone number:** +49 174 6840994

**Your email address:** charlton_lay@yahoo.com

## WITNESS AND NOTARY PUBLIC SIGNATURES

WITNESS:

This document was signed or acknowledged in my presence on the 18th day of November, 2021,

by Charlton Lacy (Name of Principal)

Witness's Signature:

Witness's name printed: M. Michael Strickland

Witness's address: 76 W. Candler Street
Winder, GA 30680

Witness's telephone number: 770-867-7505
Witness's email address: mstricklandlaw@gmail.com

NOTARY PUBLIC:

State of Georgia

County of Barrow

This document was signed or acknowledged in my presence on the 18th day of November, 2021,

by Charlton Lacy (Name of Principal)

(Signature of Notary Public)

My Commission expires: 12/8/23

(Notary Seal)

KATHY B. HOPKINS NOTARY PUBLIC BARROW COUNTY, GEORGIA My Commission Expires 12-08-2023

## IMPORTANT INFORMATION FOR AGENT

### Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must

(1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
(2) Act in good faith;
(3) Do nothing beyond the authority granted in this power of attorney; and
(4) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's name) by (Your signature) as Agent

Unless the Special Instructions in this power of attorney state otherwise, you must also:

(1) Act loyally for the principal's benefit;
(2) Avoid conflicts that would impair your ability to act in the principal's best interest;
(3) Act with care, competence, and diligence;
(4) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
(5) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
(6) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

### Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

(1) Death of the principal;
(2) The principal's revocation of your authority or the power of attorney
(3) The occurrence of a termination event stated in the power of attorney;
(4) The purpose of the power of attorney is fully accomplished; or
(5) If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

### Liability of Agent

The meaning of the authority granted to you is defined in O.C.G.A. Chapter 6B of Title 10. If you violate O.C.G.A. Chapter 6B of Title 10 or act outside the authority granted, you may be liable for any damages caused by your violation.

**If there is anything about this document or your duties that you do not understand, you should seek legal advice.**

CITY OF
GAINESVILLE

WATER RESOURCES

September 5, 2024

Paden M. Dunagan
1205 Industrial Boulevard
Gainesville, GA 30501

Re: Water Availability
2811 Athens Highway
Tadmore GMD 268, Hall County, GA

Dear Mr. Dunagan,

Regarding your request for information on the above referenced property, the City of Gainesville owns and operates an existing 20-inch water main along the frontage of the subject property in the Athens Highway right-of-way.

Currently, the City has adequate domestic water capacity to serve your proposed development, as depicted on attached site plan sheet C1, dated August 22, 2024.

This confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void unless construction has commenced.

Please call me at (770) 538-2406 should you have any questions.

Sincerely,

*Tracy Robar*

Tracy Robar, PE
Engineering & Construction Services Division Manager

cc: Nick Swafford, Permitting and GIS Services Manager

## Kaitlyn Elliott (Planning)

**From:** Emily McGahee (Environmental Health)
**Sent:** Monday, September 16, 2024 3:52 PM
**To:** Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
**Cc:** Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
**Subject:** HCPC Tentative Agenda 10.21.24

Please find Environmental Health comments below:

Item 1, 6178 Grant Ford Road, Caswell: 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 2A/B, 5563 Waterwood Drive, Brumbelow: Environmental Health performed an existing system evaluation in regards to the proposed mobile home on August 15, 2024 and has no issues with the current 2 bdrm mobile home replacement location.

Item 3, 0/3902 Belmont Hwy, Simpson: No comment.

Item 4, 1780 Hancock Ave Ext, Jones Tree Service: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5, 6619 Lanier Island Pkwy, UHC: The existing onsite sewage management system is sized/approved for 5 employees only.

Item 6A/B, 2811 Athens Hwy, Dunagan: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 7, 0/2010 Candler Road, Dunagan: 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 8, 0/4435 Ridge Road, Puckett: Public sewer. A Food Service permit/plan review may be required depending on businesses proposed. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 9, 5859/5871 Brookton Lula Road, Helton: No comment.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing:  PO Box 5901
Gainesville, GA  30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health  (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

## Kaitlyn Elliott (Planning)

**From:** Chavers, Veronica E <VChavers@dot.ga.gov>
**Sent:** Monday, September 16, 2024 5:13 PM
**To:** Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
**Subject:** RE: Tentative Agenda for October 21, 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.

Responses are in red, below.

---

**From:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Sent:** Thursday, September 12, 2024 10:22 AM
**Subject:** Tentative Agenda for October 21, 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 **Tuesday, October 21st, 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 September 19th.** Email comments to Beth (bgarmon@hallcounty.org), Katie (klgreenway@hallcounty.org), and Kaitlyn (kelliott@halllcounty.org)

Thank you!

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – October 7, 2024**

**NEW BUSINESS**

1. **6178 Grant Ford Road | Variance** | 17.240.010. to reduce the front yard setback along Grant Ford Road | on a 1.33± acre tract located on the north side of Grant Ford Road at its intersection with Dove Court | Zoned R-I; Tax Parcel 10011 000057 | **Proposed Use: Single-family residence** | * Commission District 2 | **George Caswell, applicant** No GDOT coordination required.

2. **(A) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the right side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant** No GDOT coordination required.

3. **(B) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the left side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant** No GDOT coordination required.

4. **0 & 3902 Belmont Highway | Amend Conditions of Zoning** | on a 15.75 ± acre tract located on the east side of Belmont Highway approximately 1,770 feet from its intersection with Mountain Creek Road | Zoned PID; Tax Parcels 15013 00074 (pt.) & 000017B | **Proposed Use: Truck parking and office** | ** Commission District 3 | **Gus E. Simpson, applicant** GDOT coordination required.

5. **1780 Hancock Avenue Extension | Use Subject to County Commission Approval** | on a 1.15± acre tract located on the west side of Hancock Avenue at its intersection with Griffin Circle | Zoned I-II (GCOD), Tax Parcel 00137 000005 | **Proposed Use: Outdoor storage |** ** Commission District 4 | **Jones Tree Service, Inc, applicant** No GDOT coordination required.

5. **6619 Lanier Island Parkway | Amend Conditions of Zoning** | on a 3.85± acre tract located on the east side of Lanier Island Parkway at its intersection with Pass Drive | Zoned PCD (GCOD), Tax Parcel 07355 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **UHC of Atlanta North c/o Doug Weston III, applicant** GDOT coordination required

6. **(A) 2811 Athens Highway | Rezone** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Permitted uses in heavy industrial zoning district** | ** Commission District 3 | **Paden M. Dunagan, applicant** GDOT coordination required

   **(B) 2811 Athens Highway | Use Subject to County Commission Approval** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Paden M. Dunagan, applicant** GDOT coordination required

7. **0 & 2010 Candler Road | Rezone** | from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road | Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 | **Proposed Use: Industrial park** | ** Commission District 3 | **Paden M. Dunagan, applicant** GDOT coordination required

8. **0 & 4435 Ridge Road | Rezone** | from Planned Residential Development (PRD) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S, Tax Parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | ** Commission District 1 | **Scott Puckett, Inc., applicant** GDOT coordination required

9. **5859 & 5871 Brookton Lula Road | Rezone** | from Agricultural Residential (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 2.01± acre tract located on the south side of Brookton Lula Road, approximately 311 feet from its intersection with Cleveland Highway | Zoned AR-IV, Tax Parcels 12030 000009E & 000009C | **Proposed Use: Welding business** | ** Commission District 3 | **Jason Helton, applicant.** GDOT coordination required

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, December 12, 2024, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, December 12, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,

**Kaitlyn Elliott**
**Planning Commission Clerk**
**Hall County Community Development and Infrastructure**
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
**Bill Nash, P.E.**

# 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:** September 19, 2024

**Subject:** October 21, 2024 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the October 21, 2024 meeting. Upon review, we provide the following comments.

**NEW BUSINESS**

**1.** **6178 Grant Ford Road | Variance** | 17.240.010. to reduce the front yard setback along Grant Ford Road | on a 1.33± acre tract located on the north side of Grant Ford Road at its intersection with Dove Court | Zoned R-I; Tax Parcel 10011 000057 | **Proposed Use: Single-family residence** | * Commission District 2 | **George Caswell, applicant**

**a.** **Engineering:** No comment
**b.** **Traffic:** No comment
**c.** **Utilities:** Gainesville Service area 6" water line on Grant Ford Road
No sewer in area

**2.** **(A) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the right side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant**

**(B) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the left side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** Septic tank lot- existing septic system Hall County sewer territory but no sewer system in the area.

3. **0 & 3902 Belmont Highway | Amend Conditions of Zoning** | on a 15.75 ± acre tract located on the east side of Belmont Highway approximately 1,770 feet from its intersection with Mountain Creek Road | Zoned PID; Tax Parcels 15013 00074 (pt.) & 000017B | **Proposed Use: Truck parking and office** | ** Commission District 3 | **Gus E. Simpson, 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**: Hall County service area
      No sewer system in area.

4. **1780 Hancock Avenue Extension | Use Subject to County Commission Approval** | on a 1.15± acre tract located on the west side of Hancock Avenue at its intersection with Griffin Circle | Zoned I-II (GCOD), Tax Parcel 00137 000005 | **Proposed Use: Outdoor storage** | ** Commission District 4 | **Jones Tree Service, 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:** No comment
   c. **Utilities**: Gainesville sewer service area
      Nearest sewer system is South on Griffin Circle.

5. **6619 Lanier Island Parkway | Amend Conditions of Zoning** | on a 3.85± acre tract located on the east side of Lanier Island Parkway at its intersection with Pass Drive | Zoned PCD (GCOD), Tax Parcel 07355 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **UHC of Atlanta North c/o Doug Weston III, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
      Show FEMA and Hall County studied Flood plains that are present on site.
   b. **Traffic:** No comment
   **c.** **Utilities**: City of Buford service district
      No sewer in area
      On site septic existing

6. **(A) 2811 Athens Highway | Rezone** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Permitted uses in heavy industrial zoning district** | ** Commission District 3 | **Paden M. Dunagan, applicant**

   **(B) 2811 Athens Highway | Use Subject to County Commission Approval** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road

| Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Paden M. Dunagan, 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:** No comments

c. **Utilities**: Hall County Sewer area
Phase 1 of the Pond Fork Sewer Project will bring sewer system to the Roy Park Road intersection at Athens Hwy (US 129). No sewer in the area at the time.

7. **0 & 2010 Candler Road | Rezone** | from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road | Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 | **Proposed Use: Industrial park** | ** Commission District 3 | **Paden M. Dunagan, 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

**b. Traffic:** GDOT access permit required

c. **Utilities**: Gainesville Sewer area
No sewer nearby

8. **0 & 4435 Ridge Road | Rezone** | from Planned Residential Development (PRD) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S, Tax Parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | ** Commission District 1 | **Scott Puckett, Inc., applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Show stream buffer and impervious setback from wrested vegetation not centerline of stream

b. **Traffic:** Hall County commercial standards will apply. This will include but not limited to left and right (decel) lanes. GDOT coordination/comments will also be required due to the proximity to a state controlled intersection.

c. **Utilities**: Friendship Road Sewer. Property lies in the top of the system and will served by that project by Hall County.

9. **5859 & 5871 Brookton Lula Road | Rezone** | from Agricultural Residential (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 2.01± acre tract located on the south side of Brookton Lula Road, approximately 311 feet from its intersection with Cleveland Highway | Zoned AR-IV, Tax Parcels 12030 000009E & 000009C | **Proposed Use: Welding business** | ** Commission District 3 | **Jason Helton, applicant.**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GODT approval may be necessary
c. **Utilities**: Hall County service area
No service in the area.

## Kaitlyn Elliott (Planning)

**From:** John Hornick (Fire Services)
**Sent:** Wednesday, September 18, 2024 3:09 PM
**To:** Beth Garmon (CDI: Planning)
**Cc:** Katie L. Greenway (CDI: Planning); Kaitlyn Elliott (Planning); Jerry Smith (Fire Services); Michael Vieira (Fire Services)
**Subject:** Fire Comments

**Tuesday, October 21st, 2024** Hall County Planning Commission Meeting.

**(B) 2811 Athens Highway | Use Subject to County Commission Approval** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Paden M. Dunagan, applicant**

Hall County Fire Marshal's Office Comments:

1) The project narrative describes a welding shop structure that will be approximately 70,000 SF however the site plan overview and architectural drawings show building A, the proposed welding shop to be 64,200 SF. The applicant will have to revise the application to show what the building size will be 70,000 SF or 64,200 SF

2) The site plan overview dimensions of building A do not match the dimensions for building A in the architectural drawings, the site plan and architectural dimensions should match. Applicant will have to revise application and include site development and architectural plans that have matching dimensions.

3) In the project narrative the applicant describes the 70,000 SF building as a welding shop while the architect in the architectural plans classifies the occupancy as a mercantile, both the project narrative and architectural drawings will need to reflect the same occupancy classification. Applicant will have to revise application to shown correct occupancy.

4) The Hall County Fire Marshal's Office considers the engineered site development plan conceptual in nature and if approved will have to meet all applicable code requirements of the International Fire Code 2018 edition. Engineered concept plan does not meet fire code as proposed.

5) The Hall County Fire Marshal's Office considers the architectural plan conceptual in nature and if approved will have to meet all the applicable code requirements of Life Safety Code 2018 edition, and International Building Code 2018 edition. Architectural concept plan does not meet fire code as proposed.

6) Architect indicates the welding shop will not have a fire protection system installed. The Hall County Fire Marshal's Office will determine if a fire protection system is required based of accurate code analysis data, construction type, occupancy classification, and building height provided by the architect.

7) The project narrative, engineered site overview, and architectural plans should match.

8) A fire protection system will be required for the 45,000 SF transfer station and 10,000 SF paint building.

9) All 3 buildings will be required to have an emergency responder radio frequency test completed to determine the radio signal strength inside the building, any building failing the test will be required to have a bi-directional antenna system designed, installed, and certified.

10) Additional fire hydrants will have to be installed throughout the development to meet the hose lay distance requirements of the International Fire Code Chapter 5, Section 507

11) Fire apparatus accessibility as shown on the proposed site plan does not meet code requirements of the International Fire Code Chapter 5, Section 503

Regards,

**John Hornick, NPQ Fire Service Plans Examiner 1**

**Lieutenant, Hall County Fire Rescue**
**Hall County Government**
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: PADEN M. DUNAGAN
REQUEST: USE SUBJECT TO COUNTY COMMISSION APPROVAL FOR OUTDOOR STORAGE
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: Jan 21, 2025
Time: 5:15 PM
&
COUNTY COMMISSION
Date: FEB 27, 2025
Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: PADEN M. DUNAGAN
REQUEST: REZONE FROM AR-IV TO I-II FOR PERMITTED USES IN HEAVY INDUSTRIAL ZONING DISTRICT
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: Jan. 21, 2025
Time: 5:15 PM
&
COUNTY COMMISSION
Dat FEB 27, 2025
Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809
Feb 12, 2025 11:21:59
2820 Barrett Road
Gainesville
Hall County
Georgia

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

HALL COUNTY
GEORGIA
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## 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** SEPT 09, 2024 **AND NO LATER THAN** SEPT 22, 2024.

**THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN** SEPT 22, 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.**

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### AFFIDAVIT

**By my signature, I,** Paden M. Dunagan (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 9-10-2024 (Date) **for** PADEN M. DUNAGAN (Name application filed as)

**Signature** _____
(The original document is required)

Revised September 2021

Scanned with CamScanner

# AGENDA ITEM

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

| | |
|---|---|
| **REPORT TO:** | **Work Session (02/24/25)** |
| **REPORT TO:** | **Voting Meeting (02/27/25)** |
| **ITEM NO:** | 86/2025 |
| **SUBJECT:** | **2811 Athens Highway \| Use Subject to County Commission Approval \|** on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road \| Zoned AR-IV, Tax Parcel 15023 000037 \| **Proposed Use: Outdoor storage** \| Commission District 3 \| **Paden M. Dunagan, applicant** |

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** BG

**Recommendation:**
Approval, with conditions

1. The 160 foot by 160 foot outdoor storage area located to the east of the proposed building may be gravel. No other outdoor storage is approved and the remaining development of the property must meet GCOD requirements.

**Purpose of Request:**
**2811 Athens Highway | Use Subject to County Commission Approval** | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | Commission District 3 | **Paden M. Dunagan, applicant**

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

| Submit | Approve | Attorney | Administration |
|---|---|---|---|
| KE | BG | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat
Maps
Elevations
Deed
Water Availability
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign

HALL COUNTY
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
**Beth Garmon**

# Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE
PLANNING AND ZONING

**To:** David Gibbs, 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:** February 10, 2025

**Subject:** **2811 Athens Highway | Use Subject to County Commission Approval** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | **Paden M. Dunagan, applicant**

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The request before you is from Paden Dunagen for a use subject to county commission approval for outdoor storage. This item is located within Commission District 3.

At their January 21, 2025, the Hall County Planning Commission voted to recommend **approval, with one (1) condition (4-0, Sosebee absent).**

Staff recommendation: **Denial,** as the zoning district is not supported within the business or employment nodes & corridors within the East Hall Character Area.

**Public Comment:**

- January 21, 2025 HCPC: There were **no comments submitted** in advance of the meeting and **no one spoke during the public hearing**.
- October 21, 2024 HCPC: There were **no comments submitted** in advance of the meeting and **no one spoke during the public hearing.**

**Planning Commission Conditions:**

1. The 160 foot by 160 foot outdoor storage area located to the east of the proposed building may be gravel. No other outdoor storage is approved and the remaining of the property must meet GCOD requirements.

**HALL COUNTY PLANNING COMMISSION**
**STAFF REPORT**

**Applicant** ..... Paden M. Dunagan

**Request** ..... Use Subject to County Commission Approval for outdoor storage within the Gateway Corridors Overlay District (GCOD)

**Proposed Use** ..... Outdoor storage in Gateway Corridors Overlay District (GCOD)

**Size** ..... 21.21± acres

**Zoning** ..... Current: Agricultural Residential 1 (AR-1) | Proposed: Heavy Industrial (I-2)

**Location** ..... **2811 Athens Highway** | Tax Parcel 15023 000037

**Commission District** ..... Three

**Planning Commission Date** ..... October 21, 2024
January 21, 2025

**Staff Recommendation** ..... **Denial**, as this zoning district is not supported within the Business or Employment Nodes & Corridors within the East Hall Character Area.

**Record Number**..... HZCU24-0043

**Planning Commission Recommendation**..... **Approval, with conditions**

**Vote: 4-0 (Sosebee absent)**

***Planning Commission Conditions:***

1. The 160 foot by 160 foot outdoor storage area located to the east of the proposed building may be gravel. No other outdoor storage is approved and the remaining of the property must meet GCOD requirements.

**Excerpts from the minutes of the January 21, 2025 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request.

**James Irvin, 164 Professional Drive, Baldwin,** presented the request. The applicant is requesting to a use subject to county commission approval for outdoor storage which is to be associated with the proposed welding service and roll-off dumpster manufacturing business. The inclusion of a transfer station has been removed from the application. The property is currently undeveloped. The Agricultural Residential IV (AR-IV) zoning of the parcel appears to be the original zoning the county adopted in 1978. The subject property has approximately 1,063 linear feet of road frontage along Athens Highway (US129/SR11). The parcel is heavily wooded with a stream along the eastern property line that also bisects the center of the parcel. The subject property is surrounded by parcels zoned Agricultural Residential IV (AR-IV).

***Public Forum:***

*There were no comments in support or opposition.*

***Planning Commission Comments:***

Mr. Hunt asked what would be stored along the US-129 side of the property. Mr. Irvin stated it would be the roll-off storage containers that are waiting to be worked on, and finished products will be stored behind the building. Mr. Hunt asked how the finished products would be removed from the property and Mr. Irvin pointed out the space between the two buildings. Mr. Hunt asked what height of opaque fencing the applicant intended to install. Mr. Irvin answered they would build at whatever height the Planning Commission or staff required. Ms. Pilcher asked if the roll-off containers would be on trailers or on the ground as this would create a height difference and impact visibility. Mr. Irvin stated they are not on trailers. Mr. Braswell asked Ms. Garmon, Planning and Zoning Director, to explain if they are requesting to rezone into an appropriate zoning district. Ms. Garmon explained that due to the original inclusion of the transfer station, they were advertised as requesting to be within the Heavy Industrial zoning district. Since the transfer station was no longer included in the request, the zoning options now included Light Industrial (I-1) or Planned Industrial Development (PID). Ms. Pilcher drew attention to the rear of the property being adjacent to all residentially-zoned property and that the stream buffer would limit the ability to hide the view, leaving all of the homeowners to see the rear of the shop. Mr. Hunt asked if the materials on the exterior of the building were going to be compliant with GCOD standards and Mr. Irvin agreed.

***B***
***Motion: A motion to approve, with conditions was made by Stan Hunt and seconded by Gina Pilcher. Vote: 4-0 (Sosebee absent)***

Conditions:

1. The 160 foot by 160 foot outdoor storage area located to the east of the proposed building may be gravel. No other outdoor storage is approved and the remaining of the property must meet GCOD requirements.

**Excerpts from the minutes of the October 21, 2024 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request.

**Paden Dunagen, 3263 Tanners Mill Road, Gainesville,** presented the request. The applicant clarified he is withdrawing the transfer station from the request. The applicant is requesting to a use subject to County Commission approval for outdoor storage which is to be associated with the proposed welding service, roll-off dumpster manufacturing business, and transfer station. The property is currently undeveloped.

The Agricultural Residential IV (AR-IV) zoning of the parcel appears to be the original zoning the county adopted in 1978. The subject property has approximately 1,063 linear feet of frontage along Athens Highway (US129/SR11). The parcel is heavily wooded with a stream along the eastern property line that also bisects the center of the parcel. The subject property is surrounded by parcels zoned Agricultural Residential IV (AR-IV).

***Public Forum:***

*There were no comments in support or opposition.*

***Planning Commission Comments:***

Mr. Hunt asked for clarification on the request now that the transfer station is removed from the request. The applicant stated all three buildings would be for the welding business. Mr. Hunt asked why the request is for heavy industrial and not for light industrial. The applicant explained that the current welding shop is classified as Heavy Industrial so he thought this welding shop would also require Heavy Industrial zoning. Mr. Braswell stated that the Heavy Industrial zoning may have been due to the transfer station but the applicant will need a conditional use application as well as a DRI report. Mr. Braswell, Mr. Hunt and the applicant discussed the request for a variance for the architectural elements of the building. Mr. Braswell highlighted the comments submitted by the Fire Marshall concerning the narrative and site plan stating that there are discrepancies. The applicant asked to table the request until January 21, 2025 to have time to make adjustments to the application.

**B**
***Motion:* A motion to table to January 21, 2025 was made by Mr. Hunt and seconded by Mr. Sosebee. Vote: 5-0**

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**Staff recommends DENIAL of the applicant's request. However, if the Planning Commission chooses to approve this request, Staff recommends the following conditions:**

1. The property shall be developed in accordance with the site plan and the project narrative dated January 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.

3. The initial 300 feet of the internal drive shall be paved; graded aggregate base (GAB) may be used beyond the 300 feet for the common access driveway and remaining parking areas subject to review and approval of the Hall County Engineering Department.

4. The buildings may be composed of metal siding finished with a brick, stucco, or split face block veneer as shown in the construction drawings submitted with the application. Stucco and split face block shall not exceed 50% of the surface area of each side. Final building elevations are subject to final review and approval by the Director of Planning and Zoning, or their designee.

5. Outdoor storage shall be permitted so long as it is screened from view of Athens Highway.

6. No outdoor activity such as grinding or crushing of materials shall be permitted.

7. There shall be a 25-foot-wide undisturbed buffer adjacent to the right-of-way of Athens Highway. The existing mature landscape may be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the approval of the Director of Planning and Zoning, or their designee.

8. No variances to Gateway Corridors Overlay District (GCOD) standards and no additional variances or development exceptions are granted as part of this request that are not explicitly granted herein.

9. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

10. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

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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:**

1. 17.420.05.D.4.d – Outdoor storage.
   - Outdoor storage or sales displays shall be prohibited from front yards except when permitted in the underlying zoning district and further authorized by a conditional use permit pursuant to the procedures of the Hall County Zoning Ordinance. Outdoor storage or sales displays shall be screened from view from public streets and adjacent property by a permanent opaque enclosure consisting of a minimum eight-foot-high solid fence or wall.
     - Per the site plan, the applicant proposes outdoor storage on the eastern side of Building A for the storage of finished inventory and on the northern portion of the property.

*2.* 17.420.050.E.3 – Paving materials for parking lots.

- All parking areas shall be paved with asphalt, concrete (or pervious materials approved by the director.)
    - The applicant proposes that the internal drive leading to Building A be paved and requests that the other sections of the internal site circulation be graded aggregate base (GAB).

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**Summary Analysis**

The applicant is requesting to (A) rezone a 21.21± acre tract from Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) to allow permitted uses within the Heavy Industrial zoning district. Concurrent to this request, the applicant is requesting (B) a use subject to County Commission approval for outdoor storage within the Gateway Corridors Overlay District (GCOD) which is to be used for a proposed welding service and roll-off dumpster manufacturing business. The property is currently undeveloped.

The Agricultural Residential 1 (AR-1) zoning of the parcel appears to be the original zoning adopted by the county in 1978. The subject property has approximately 1,063 linear feet of frontage along Athens Highway (US129/SR11). The parcel is heavily wooded with a stream along the eastern property line that also bisects the center of the parcel. The subject property is surrounded by parcels also zoned AR-1.

Properties in the general vicinity being zoned Light Industrial (I-1) or Planned Industrial Development (PID) include:

1. 3001 Athens Highway, 80± acres rezoned in 2005 from Agricultural Residential to Light Industrial to allow a cold storage facility and is the site of Eskimo Cold Storage which was constructed in 2014.

2. 3317 Athens Highway, 34± acres were rezoned in January 2019 from Agricultural Residential to Light Industrial to allow a distribution center which is now the location of Agile Cold Storage.

3. 2738 Athens Highway, 39± acres rezoned in 2021 from Agricultural Residential to Planned Industrial Development (PID) to allow light manufacturing and a warehouse/distribution facility. Development plans have not been submitted to date.

The applicant is requesting to rezone the subject parcel from Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) to allow the relocation of his welding business and roll-off dumpster manufacturing company from 2010 Candler Road. The narrative states that the welding shop will consist of two buildings: Building A measuring approximately 64,200 square feet and Building B measuring approximately 10,000 square feet . Outside storage is requested for finished inventory on the east side of the welding shop and additional outdoor storage is proposed along the frontage of Athens Highway for finished inventory or items awaiting welding services. The applicant intends to screen the outdoor storage along Athens Highway with an opaque fence.

Access to the development will be solely from a right-in/right-out driveway on Athens Highway. The site plan reflects a building setback of 50 feet from the front property line, a 50-foot vegetative buffer along the southern property line, and a 75-foot impervious stream buffer to the east and north. The site plan shows a ten foot wide landscape strip along the Athens Highway frontage which meets GCOD standards.

Water service will be provided by the City of Gainesville with service confirmed in a letter dated September 5, 2024. Sanitary sewer services will be provided by private septic system. Septic areas and on-site stormwater detention facilities are identified on the site plan.

Several exceptions from Gateway Corridors Overlay District (GCOD) standards are being requested. The development standards for the project are identified in the table below and compared to the GCOD requirements:

**GCOD Analysis**

| Standard | Compliance | Proposed | Notes |
|---|---|---|---|
| 17.420.050.C – Transitional buffers | Complies | Maintain a 75-foot impervious setback from the northern and eastern property lines and a 50-foot vegetative buffer to the south. | 50 feet min |
| 17.420.050.D – Other landscape and screening standards | Complies | 10-foot-wide landscape strip proposed along street frontage | |
| 17.420.050.E – Parking lot design | Deficient | Graded aggregate base (GAB) for outdoor storage areas. | Applicant is requesting a variance for graded aggregate base (GAB) as an alternative to asphalt or concrete. |
| 17.420.050.F – Outdoor lighting | Unknown | Unknown | Shall comply with GCOD standards. |
| 17.420.050.G – Interparcel access | Not applicable | Not applicable | |
| 17.420.050.H – Architectural standards for non-residential buildings | Complies | Metal buildings will feature a veneer of brick, stucco, and split face block on all sides | |
| 17.420.060 – Signs | Unknown | Unspecified | Shall comply with GCOD standards. |

**Based on the future land-use plan, staff finds the request *inconsistent* with the Comprehensive Plan and future land use designation of Business or Employment Nodes & Corridors within the East Hall**

**Character Area.** Business or Employment Nodes & Corridors should include higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that serve nearby communities, and higher density residential where appropriate. Similarly, new employment nodes and corridors should feature industrial and office uses within formalized campuses or along major roads with access to water and sewer, with potential inclusion of higher density residential for housing nearby industry employees. In both cases, site designs should adhere to the Quality Development Principles, emphasizing natural resource protection and high-quality landscaping. This Future Land Use designation does not support Heavy Industrial (I-2) within the East Hall Character Area.

**Note:** Although the Heavy Industrial (I-2) zoning district is not recommended within the East Hall Character Area, the use of a welding business could be supported under the Light Industrial (I-1) zoning district, which is included in the East Hall Character Area. Following the original submission of this request in August of 2024, Hall County adopted a new Unified Development Code (UDC) and Comprehensive Plan. These new plans changed the allowed uses within Light Industrial (I-1), as well as the Future Land Use designation for this area. Following the adoption of these items, the applicant removed the request for a transfer station on this property. It is Staff's recommendation that the current rezoning request for a welding business in Heavy Industrial (I-2) be considered under the Light Industrial (I-1) zoning district, where it would be more aligned with the UDC.

**Zoning Analysis**

When considering a zoning amendment to the zoning maps, the Planning Commission must 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 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 use could be supported under the Light Industrial zoning district, which may be more suitable surrounding residentially zoned properties.**

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed use should not adversely affect adjacent residential properties as no outside work is proposed and all outdoor storage is proposed to be screened.**

3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property has reasonable economic use as currently zoned Agricultural Residential 1 (AR-1); however, the proposed use cannot occur as described without rezoning and use subject to County Commission approval.**

4. Whether the zoning proposal will result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **The proposed use is not anticipated to cause an excessive or burdensome use of existing streets, transportation facilities, or utilities.**

5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan, **The zoning is inconsistent with the Comprehensive Plan and Business or Employment Nodes & Corridors within the East Hall Character Area. However, the use could be approved under the Light Industrial (I-2) zoning district which supports welding businesses. The intent of this future land use designation is to support include higher-intensity commercial uses, low-intensity, consumer-facing**

**industrial uses that serve nearby communities, and higher density residential where appropriate. Similarly, new employment nodes and corridors should feature industrial and office uses within formalized campuses or along major roads with access to water and sewer, with potential inclusion of higher density residential for housing nearby industry employees. In both cases, site designs should adhere to the Quality Development Principles, emphasizing natural resource protection and high-quality landscaping.**

**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 affect 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; **There is no history of development on the subject property. Adjacent properties are also zoned Agricultural Residential 1 (AR-1) and most are developed with residential uses.**

**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; **Nearby properties at 2738, 3001 and 3317 Athens Highway were rezoned from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) or Planned Industrial Development (PID) for light industrial uses; however, there is no precedent for Heavy Industrial (I-2) zoning.**

**11.** Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning would create an isolated district unrelated to the surrounding Agricultural Residential 1 (AR-1) zoned 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; **In general, the proposed Heavy Industrial (I-2) zoning district appears to be out of scale with the needs of the immediate neighborhood; however, Staff recommends that the board consider Light Industrial (I-1) as this zoning district would allow the proposed use and is supported by the surrounding area.**

**14.** Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the county that support Heavy Industrial uses.**

**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 rezoning and outside 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.**

**1.2.6.E - Submission requirements**

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must 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.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **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 11.2.6.E.2.**

    b. 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 may 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 as defined in 7.6.9.D.1, 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 must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

**Development Support and Constraints**

**Hall County Environmental Health**
In an email dated December 17, 2024, Emily McGahee stated "Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan."

**Hall County Fire Marshal**
In an email dated September 18, 2024, John Hornick, NPQ Fire Service Plans Examiner 1, Lieutenant provided the following comments:

1) The project narrative describes a welding shop structure that will be approximately 70,000 SF however the site plan overview and architectural drawings show building A, the proposed welding shop to be 64,200 SF. The applicant will have to revise the application to show what the building size will be 70,000 SF or 64,200 SF

2) The site plan overview dimensions of building A do not match the dimensions for building A in the architectural drawings, the site plan and architectural dimensions should match. Applicant will have to revise application and include site development and architectural plans that have matching dimensions.

3) In the project narrative the applicant describes the 70,000 SF building as a welding shop while the architect in the architectural plans classifies the occupancy as a mercantile, both the project narrative and architectural drawings will need to reflect the same occupancy classification. Applicant will have to revise application to shown correct occupancy.
4) The Hall County Fire Marshal's Office considers the engineered site development plan conceptual in nature and if approved will have to meet all applicable code requirements of the International Fire Code 2018 edition. Engineered concept plan does not meet fire code as proposed.

5) The Hall County Fire Marshal's Office considers the architectural plan conceptual in nature and if approved will have to meet all the applicable code requirements of Life Safety Code 2018 edition, and International Building Code 2018 edition. Architectural concept plan does not meet fire code as proposed.

6) Architect indicates the welding shop will not have a fire protection system installed. The Hall County Fire Marshal's Office will determine if a fire protection system is required based of accurate code analysis data, construction type, occupancy classification, and building height provided by the architect.

7) The project narrative, engineered site overview, and architectural plans should match.

8) A fire protection system will be required for the 45,000 SF transfer station and 10,000 SF paint building.

9) All 3 buildings will be required to have an emergency responder radio frequency test completed to determine the radio signal strength inside the building, any building failing the test will be required to have a bi-directional antenna system designed, installed, and certified.

10) Additional fire hydrants will have to be installed throughout the development to meet the hose lay distance requirements of the International Fire Code Chapter 5, Section 507

11) Fire apparatus accessibility as shown on the proposed site plan does not meet code requirements of the International Fire Code Chapter 5, Section 503

**Hall County Public Works and Utilities**
In a memo dated December 19, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

**Engineering:**
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.

**Traffic:**
No comments

**Utilities**:
Hall County Sewer area
Phase 1 of the Pond Fork Sewer Project will bring sewer system to the Roy Park Road intersection at Athens Hwy (US 129). No sewer in the area at the time.

**Georgia Department of Transportation**
In an email dated December 12, 2024, Veronica Chavers, D1TO Civil Engineer III, stated that GDOT coordination is required.

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
*We have it all in Hall*

# CONDITIONAL USE APPLICATION

**Applicant (Name & Mailing Address)**

Paden M. Dunagan
3263 Tanners Mill Road
Gainesville, GA 30507

Phone [redacted]

Email Address [redacted]

**Property Owner (Name & Mailing Address)**

Same

Phone

Email Address

Proposed Use

**Contact Person (Name & Mailing Address)**

Same

Phone

Email Address

Tax Parcel Number

Location Address 2811 Athens Hwy

**Status of Applicant**

- Owner
- Option to Purchase
- Area Resident
- Other

**Requested Action**

Permissive Use:

☐ HCPC ☐ HCC

Fee:$

Receipt #:

Zoning:

Check #:

Acreage

**I hereby certify that the above information and all attached information are true and correct.**

Sign [signature] Date: 9-3-2024

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

---

**Application Withdrawal:** I hereby **withdraw** the application.

Sign [signature] Date:

---

**Staff Use Only**

Application Date: Taken by:

Tentative Planning Commission Date: Tentative County Commission Date:

County Commission District:

Scanned with CamScanner

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
GEORGIA
*We have it all in Hall*

## 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:** _____

**Applicant's/Owner's Name (Printed):** PADEN M. DUNAGAN

foothills land design

January 3, 2025

NARRATIVE REPORT
REQUEST FOR REZONING
HALL COUNTY, GEORGIA

RE: 21.02 acres located at 2811 Athens Hwy, Gainesville, GA 30507
Parcel ID 15023 000037

Paden Dunagan (the "applicant") respectfully submits this Narrative Report to the Hall County Board of Commissioners in support of an application for rezoning approval. The property is currently AR-I zoning and the proposed zoning is I-2 (Heavy Industrial).

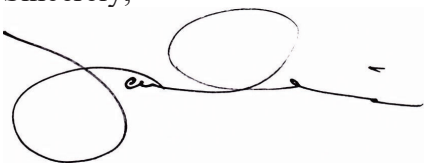
The primary use of this parcel is planned and intended to be used as a welding business, Dunagan Welding, and outdoor storage. A 64,200 sf building and a 10,000 building are proposed for the welding shop and all welding will occur inside the buildings. Much of the storage areas shown will be used for finished inventory or items which need welding services. The storage area adjacent to Athens Hwy will be screened with opaque fencing.

The accompanying concept plan adheres to the I-2 zoning standards. These include a 50' front setback, 30' side setback, 10' landscape strip, and a 50' transitional buffer adjacent to residential properties. There is a 50' stream buffer and 75' impervious setback along the northern and eastern property lines. This will provide an additional buffer adjacent to AR-I zoned properties for a visual and noise buffer. The AR-I zoned property to the south is currently undeveloped.

The City of Gainesville will provide water and the sewer will be provided by an on-site sewage management (septic) system. The lighting will be semi-cutoff, non-spill, type. There is not a sign proposed at this time; however, any signs are to adhere to the Hall County regulations.

Many properties along Athens Hwy are currently being used for industrial and/or business. The I-2 zoning and intended use is consistent with the emerging area and the intended Hall County future land use of "Employment or Business Corridors". Industrial use is listed for the employment corridor in the current comprehensive plan.

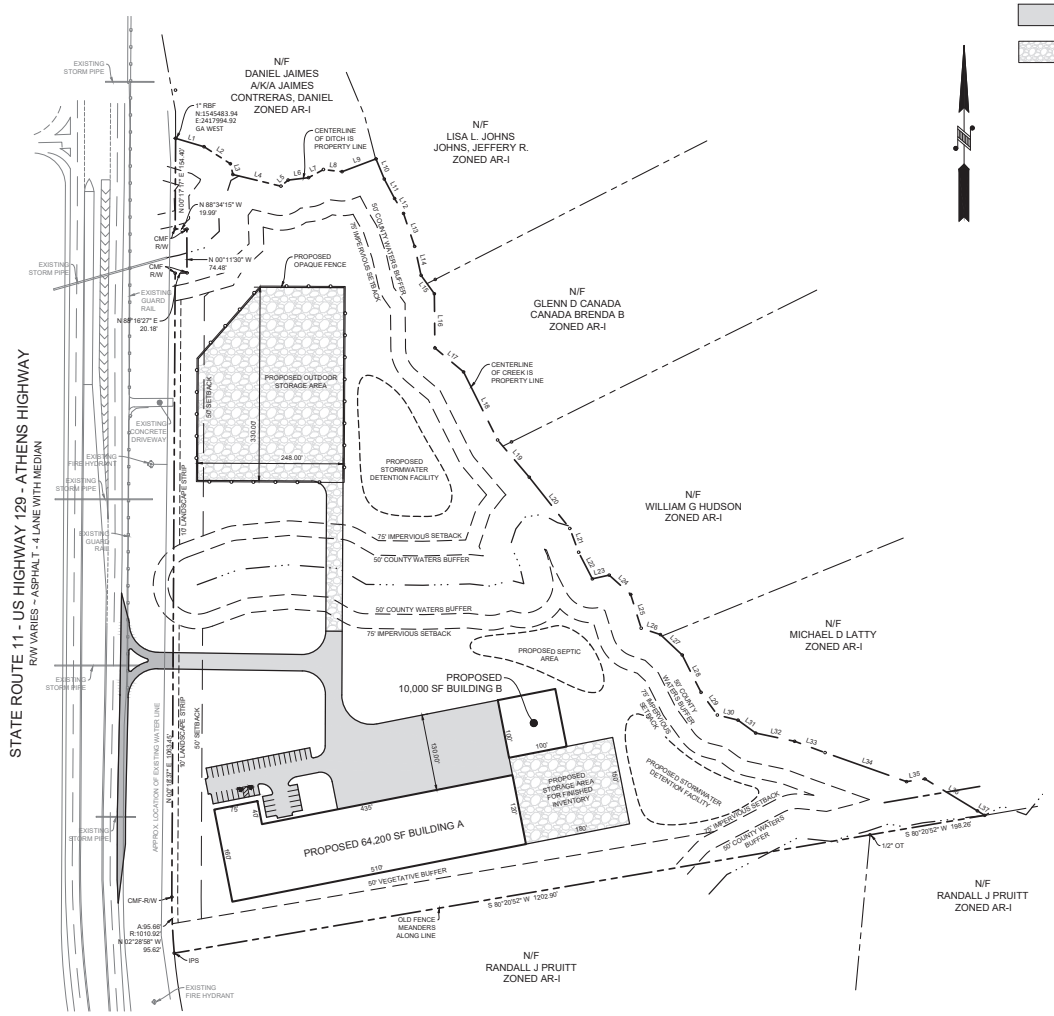
Sincerely,



James Irvin, PE
Engineer for Applicant
Foothills Land Design, LLC

**Foothills Land Design, LLC**
**164 Professional Drive**
**Baldwin, GA 30511**

**Ph: 706-778-0067**
**Fax: 706-778-0069**
**www.foothillsld.com**




## LEGEND

- PROPOSED GDOT SPEC ASPHALT PAVING
- PROPOSED ASPHALT PAVING
- PROPOSED GRAVEL

GENERAL NOTES:

1. APPLICANT: PADEN DUNAGEN
   3263 TANNERS MILL ROAD
   GAINESVILLE, GA 30507
   678-936-9371
2. ENGINEERING CONTACT: JAMES IRVIN @ 706-778-0067
3. SITE AREA: 21.02 ACRES
4. TAX PARCEL #15023 000037
5. EXISTING ZONING: AR-I
6. PARKING CALCULATIONS (OFFICE/WAREHOUSE)
   BUILDINGS A AND B COMBINED SQUARE FOOTAGE: 74,200 SF
   7,420 SF OFFICE / 1000 SF X 3.5 SPACES = 26 SPACES REQUIRED
   WAREHOUSE: APPROX. 20 EMPLOYEES
   1 SPACE PER 2 EMPLOYEES = 10 SPACES REQUIRED
   TOTAL SPACES SHOWN: 37 SPACES (2 HANDICAP)
7. WATER WILL BE PROVIDED BY THE CITY OF GAINESVILLE.
8. NO SIGNS ARE PROPOSED FOR THIS SITE AT THIS TIME.
9. THIS SITE IS WITHIN THE HALL COUNTY GATEWAY OVERLAY DISTRICT.

0' 100' 200' 300'
SCALE: 1" = 100'

foothills land design
164 PROFESSIONAL DRIVE
BALL GROUND, GA 30107
PHONE: (706) 778-0067
FAX: (706) 778-0069
www.foothillsld.com

SITE PLAN

# 2811 ATHENS HIGWAY

TADMORE GMD 268
HALL COUNTY, GA

| REVISIONS: | | |
|---|---|---|
| NO. | DESCRIPTION | DATE |
| 1 | REVISIONS PER HALL COUNTY COMMENTS | 9/5/24 |

GEORGIA REGISTERED No. 29838 PROFESSIONAL ENGINEER JAMES D. IRVIN

GSWCC LEVEL II #9832

DATE: JANUARY 3, 2025

SCALE: 1" = 100'

SHEET:
C1

JOB #24113

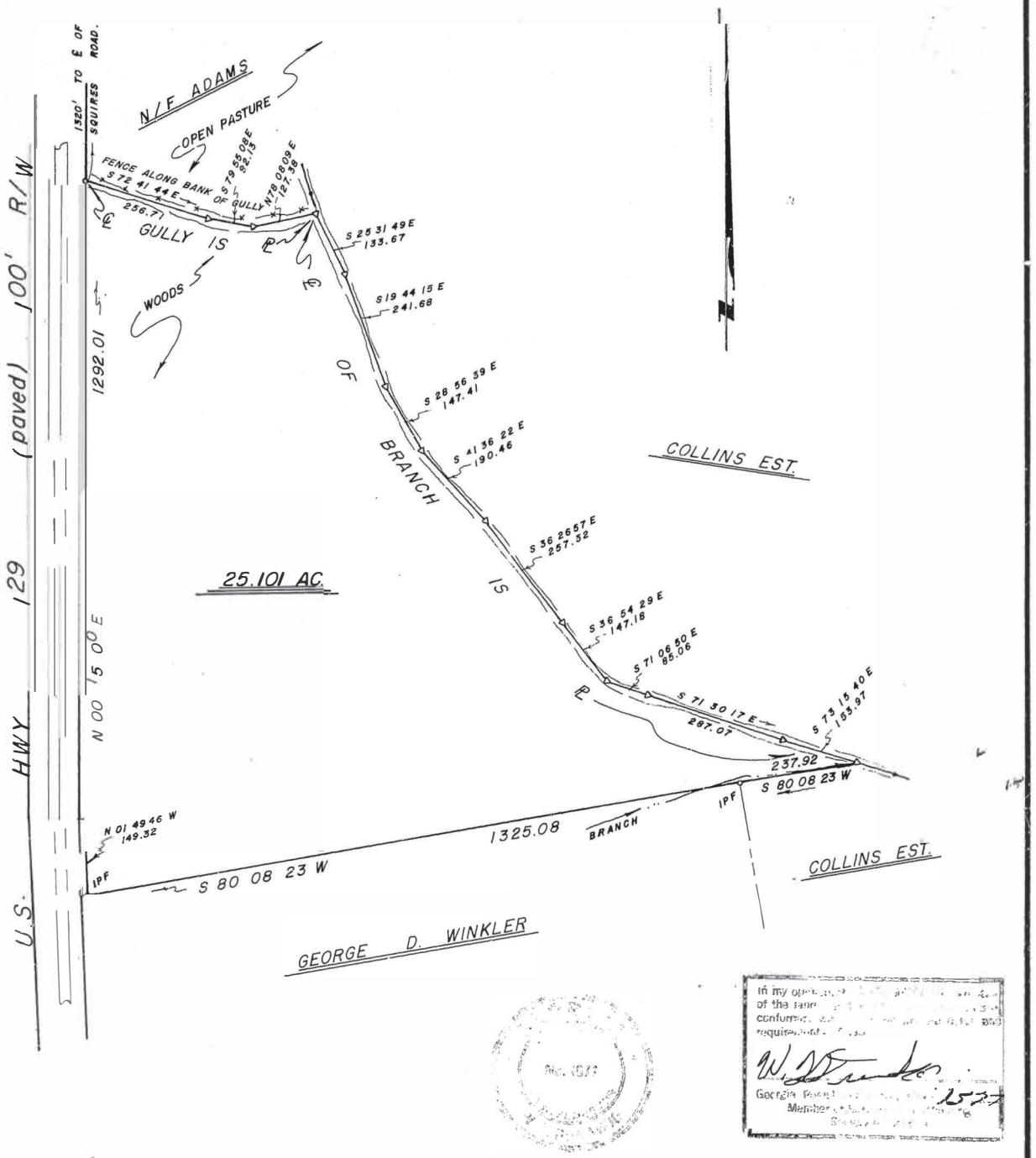
Recorded August 11, 1987

AF 24975B

A TOPCON ETS-2B TOTAL STATION
was used to obtain the linear and angular measurements used in the preparation of this plat.

The field data upon which this plat is based has a closure precision of one foot in 17 785 feet and an angular error of 5" per angle point and was adjusted using the COMPASS rule.

This survey has been calculated for closure and is found to be accurate within one foot in 1,088,470 feet.




In my opinion ... of the land ... conforms ... requirements ...

Georgia Reg. ... Member ... 1537

SURVEY FOR STATE OF GEORGIA

# THOMAS SIMS ESTATE

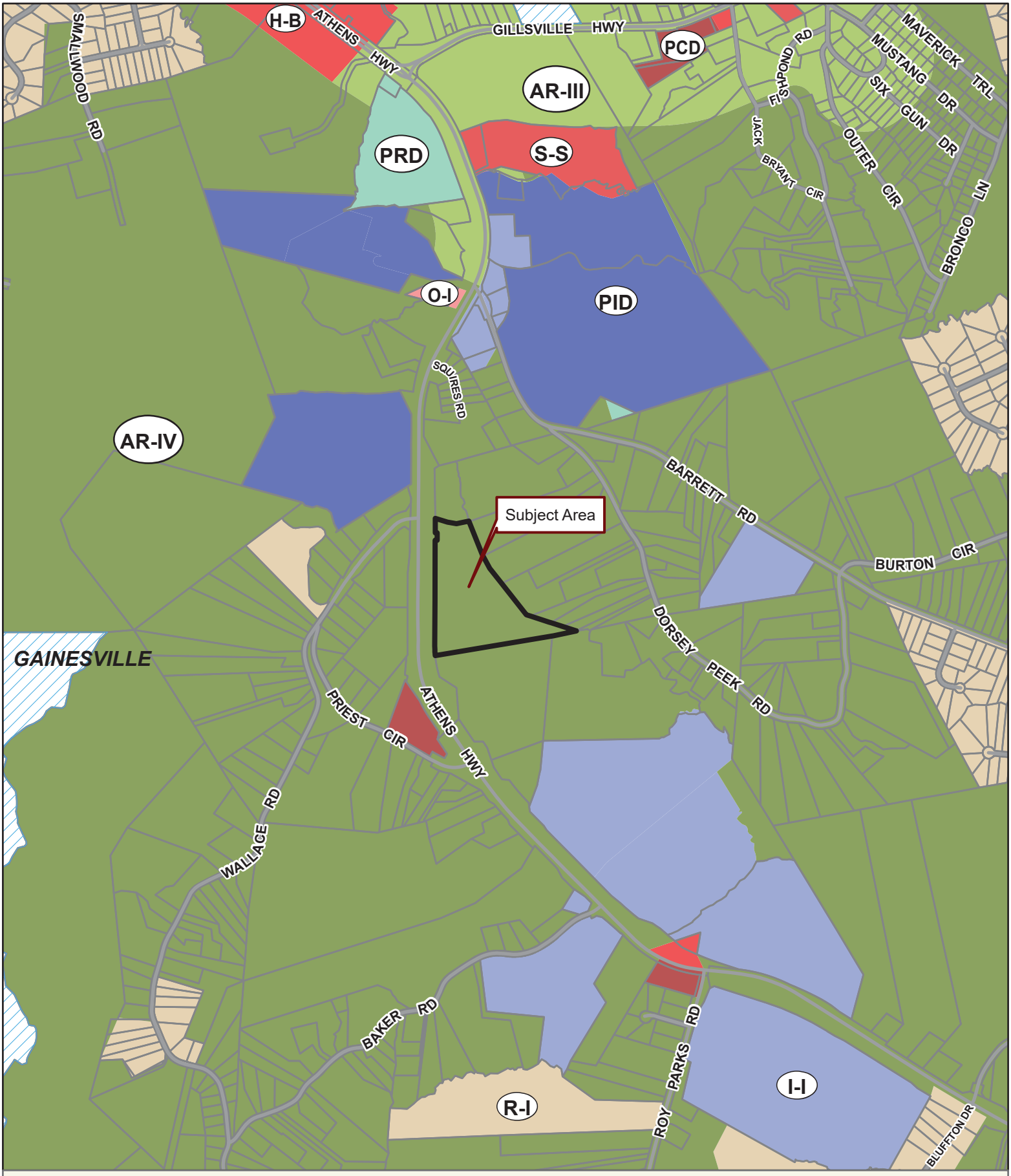
| CITY | GMD | COUNTY | SCALE | DATE |
|---|---|---|---|---|
| | 268 | HALL | 1"= 200' | 7-27-87 |

W. T. DUNAHOO AND ASSOCIATES, INC.

ATLANTA HWY PH-867-3911 WINDER, GEORGIA

IPS—IRON PIN SET
IPF—IRON PIN FOUND

Right S. road, Code.




**Applicant:** PADEN M. DUNAGAN
**Tax Parcel #:** 15023 000037
**Location:** 2811 ATHENS HIGHWAY, GAINESVILLE, GA 30507
**Commission District 3** **PC Mtg. Date: 10/21/2024**

0 300 600 1,200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

**Applicant:** PADEN M. DUNAGAN
**Tax Parcel #:** 15023 000037
**Location:** 2811 ATHENS HIGHWAY, GAINESVILLE, GA 30507
**Commission District 3** **PC Mtg. Date: 10/21/2024**

0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

**Applicant:** PADEN M. DUNAGAN
**Tax Parcel #:** 15023 000037
**Location:** 2811 ATHENS HIGHWAY, GAINESVILLE, GA 30507
**Commission District 3** **PC Mtg. Date: 10/21/2024**

0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area

N

# NEW CONSTRUCTION OF
# WAREHOUSE METAL BUILDING & OFFICE

2811 ATHENS HWY.

HALL COUNTY, GEORGIA 30507

## ABBREVIATIONS

@ – AT
A/C – AIR CONDITION
A.C.T. – ACOUSTICAL CEILING TILE
A.F.F. – ABOVE FINISH FLOOR
ALUM. OR AL. – ALUMINUM
AMOD. – ANODIZED
APPROX. – APPROXIMATE
BD. – BOARD
BLDG. – BUILDING
BMC. – BUTLER MANUFACTURING CO.
BOT. – BOTTOM
C.O. – CASED OPENING
C.J. – CONTROL JOINT
C.T. – CERAMIC TILE
C. – CENTER LINE OR COLUMN LINE
CLG. – CEILING
CLR. – CLEAR
COL. – COLUMN
CMU. – CONCRETE MASONRY UNITS
CONC. – CONCRETE
CONT. – CONTINUOUS
CONTR. – CONTRACTOR
D.S. – DOWNSPOUT
DBL. – DOUBLE
DEMO. – DEMOLITION
DEPT. – DEPARTMENT
D.F. – DRINKING FOUNTAIN
DIA. – DIAMETER
DIM. – DIMENSION
DISP. – DISPENSER
DISPL. – DISPOSAL
DWGS. – DRAWINGS
DTL. – DETAIL
E.F. – EXHAUST FAN
E.I.F.S. – EXTERIOR INSULATION FINISH SYSTEM
E.S. – EXPOSED STRUCTURE
E.S.Q. – EPOXY SEAMLESS QUARTZ
E.W.C. – ELECTRICAL WATER COOLER
EA. – EACH
EQ. – EQUAL
ELEC. – ELECTRICAL
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
EXIST. – EXISTING
EXT. – EXTERIOR
F.D. – FLOOR DRAIN
F.E. – FIRE EXTINGUISHER
F.F. – FINISH FLOOR
F.F.E. – FINISH FLOOR ELEVATION
F.O.B. – FACE OF BRICK
F.O.C. – FACE OF CONCRETE
F.O.M. – FACE OF MASONRY
F.O.S. – FACE OF STUD
F.R.P. – FIBERGLASS REINFORCED PANELS
F.R.T. – FIRE RETARDANT TREATED
FLR. – FLOOR
FOUND. OR FDN. – FOUNDATION
FTG. – FOOTING
FT. – FOOT
G.B. – GRAB BAR
G.C. – GENERAL CONTRACTOR
GA. – GAGE OR GAUGE
GYP.BD. – GYPSUM WALL BOARD
H. – HIGH
H. OR H.C. – HANDICAP
HCA – HANDICAP ACCESSIBLE
H.B. – HAIRPIN BAR
H.D. – HUB DRAIN
H.M. – HOLLOW METAL
HORIZ. – HORIZONTAL
HT. – HEIGHT
INSUL. – INSULATION
JST. – JOIST
JT. – JOINT
LDRY – LAUNDRY
L.F. – LINEAR FOOT
L.L.H. – LONG LEG HORIZONTAL
L.L.Y. – LONG LEG VERTICAL
LAV – LAVATORY
M – MIRROR
M.C.J. – MASONRY CONTROL JOINT
M.C. – MASONRY COLUMN
M.S. – METAL STUD
M.S.S. – MISC. STEEL SUPPLIER
M. OR MFR. – MANUFACTURER
MAX. – MAXIMUM
MECH. – MECHANICAL
MEZZ. – MEZZANINE
MIN. – MINIMUM
MISC. – MISCELLANEOUS
M.O. – MASONRY OPENING
MTL. – METAL
N.I.C. – NOT IN CONTRACT
N.R.P. – NON-REMOVABLE PIN
N.T.S. – NOT TO SCALE
O.C. – ON CENTER
O.F.C.I. – OWNER FURNISH, CONTRACTOR INSTALL
O.F.O.I. – OWNER FURNISH, OWNER INSTALL
O.H. – OVERHEAD
PART. – PARTITION
PL. – PLATE
PLUMB. – PLUMBING
PNL. – PANEL
POLY. – POLYETHYLENE
PRE-FIN OR P.F. – PRE-FINISH
PSF. – POUNDS PER SQUARE FOOT
PSI. – POUNDS PER SQUARE INCH
P.T. – PRESSURE TREATED
PT. – PAINT
P.D. – PAPER TOWEL DISPENSER
Q.T. – QUARRY TILE
R. – RISER
REF. – REFERENCE
REINF. – REINFORCE
REQ'D. – REQUIRED
R.O. – ROUGH OPENING
SAN. – SANITARY SEWER
S.D. – SOAP DISPENSER
S.F. – SQUARE FOOT
S.N.D. – SANITARY NAPKIN DISPENSER
S.P.J. – SECOND POUR JOINT
S.R. – SPRINKLER RISER
S.S. – STAINLESS STEEL
SCWD. – SOLID CORE WOOD
SJ. – SAWED JOINT
S. – STRUCTURE LINE
SPECS. – SPECIFICATIONS
ST. – STAIN
STL. – STEEL
STRUCT. – STRUCTURAL
S/S. – SERVICE SINK
S.S. – STAINLESS STEEL
T.D.S. – TURNED DOWN SLAB
T/F. – TOP OF FOOTING
T.P.S. – TOILET PAPER DISPENSER
T.O.C. – TOP OF CONCRETE
T.O.S. – TOP OF STEEL
T.O.W. – TOP OF WALL
T.S. – THICK SLAB
TEMP. – TEMPERED
TR – TREADS
TYP. – TYPICAL
U – URINAL
U.L.DES. NO. – UNDERWRITERS LABORATORIES DESIGN NO.
U.N.O. – UNLESS NOTED OTHERWISE
U.L. – URINAL SCREEN
V.C.T. – VINYL COMPOSITION TILE
VERT. – VERTICAL
VWC. – VINYL WALL COVERING
VXB. – VERTICAL "X" BRACING
W. – WIDE
W/ – WITH
W/H. – WATER HEATER
W.R. – WATER RESISTANT
WD. – WOOD
WF. – WALL FOOTING
W/C – WATER CLOSET

Hall County Department of Planning and Development
2875 Browns Bridge Road
3rd Floor
Gainesville, GA 30504
Phone: (770) 531-6809

## SCOPE OF WORK:

NEW CONSTRUCTION OF 510' x 120' METAL BUILDING w/ 30' x 100' OFFICE SPACE.

PROJECT CRITERIA: PLAN REVIEW IS BASED ON THE FOLLOWING INFORMATION:
LOCATION OF DEVELOPMENT: 2811 ATHENS HWY. GAINESVILLE, GA 30507
ARCHITECT: RICK G. NELSON PHONE # 678-442-1198 GA. STATE REGIS. # 011740.
STR'L. ENG.: MACON E. GOOCH, III. PHONE #: 678-442-1198. GA. STATE REGIS. #: 8889.
MEP ENGINEER: MACON E GOOCH, III. PHONE #: 678-442-1198 GA. STATE REGIS. #: 8889.

A. OCCUPANCY CLASSIFICATION: IBC = M-MERCANTILE, NFPA = NEW MERCANTILE
B. BUILDING AREA – 64,200 SQ.FT. TOTAL
C. OCCUPANT LOAD: 68 OCCUPANTS
D. CONSTRUCTION TYPE = IIB
E. SPRINKLERED: NO
F. FIRE ALARM: YES
G. NUMBER OF STORIES: 1
H. BUILDING HEIGHT: 42'– 6"
I. ROOF DESIGN CRITERIA: DEAD LOAD: 10 PSF LIVE LOAD: 40 PSF
J. CEILING DESIGN CRITERIA: DEAD LOAD: 10 PSF LIVE LOAD: 100 PSF
K. WIND LOAD CRITERIA: 30 PSF, BASIC DESIGN WIND SPEED = 106 MPH, ALLOWABLE STRESS DESIGN WIND SPEED = 82 MPH BUILDING RISK CATEGORY = II, WIND EXPOSURE CATEGORY = C

## APPLICABLE BUILDING CODES:

THE BUILDING DESCRIBED IN THESE PLANS SHALL BE CONSTRUCTED IN COMPLIANCE WITH HALL COUNTY CONSTRUCTION CODES 2015 ADOPTED AND INCLUDES REVISIONS, AMENDMENTS AND APPENDICES TO THE FOLLOWING LISTED CODES.

1) INTERNATIONAL BUILDING CODE 2018 EDITION, WITH GEORGIA STATE AMENDMENTS (2020), (2022), (2024)
2) INTERNATIONAL MECHANICAL CODE 2018 EDITION, WITH GEORGIA STATE AMENDMENTS (2020), (2024)
3) INTERNATIONAL FUEL GAS CODE 2018 EDITION, WITH GEORGIA STATE AMENDMENTS (2020), (2022)
4) INTERNATIONAL PLUMBING CODE 2018 EDITION, WITH GEORGIA STATE AMENDMENTS (2020), (2022), (2023), (2024)
5) NFPA NATIONAL ELECTRIC CODE 2020 EDITION, WITH GEORGIA STATE AMENDMENTS (2021)
6) INTERNATIONAL ENERGY CONSERVATION CODE 2015 EDITION, WITH GEORGIA STATE AMENDMENTS (2020), (2022), (2023)
7) INTERNATIONAL EXISTING BUILDING CODE 2018 EDITION, WITH GEORGIA STATE AMENDMENTS (2021)
8) THE HALL COUNTY CONSTRUCTION CODE, 2015 VERSION WITH GEORGIA STATE AMENDMENTS (2023)
9) 2012 HALL COUNTY ORDINANCE FOR FIRE PREVENTION AND PROTECTION ORDINANCE
10) 2023 OCGA 120-3-3 GEORGIA MINIMUM FIRE SAFETY STANDARDS
11) 2018 INTERNATIONAL FIRE CODE (AMENDED BY 120-3-3)
12) NFPA 101 LIFE SAFETY CODE 2018 EDITION. (AMENDED BY 120-3-3)
13) 2010 ADA STANDARD FOR ACCESSIBLE DESIGN

## NOTES

1. SIGNS ARE NOT APPROVED WITHIN THE SCOPE OF THIS BUILDING PERMIT. A SEPARATE SIGN LOCATION PERMIT IS REQUIRED FOR EACH SIGN.
2. EXCEPT AS OTHERWISE SPECIFICALLY AUTHORIZED, SMOKING SHALL BE PROHIBITED IN ALL ENCLOSED PUBLIC PLACES WITHIN UNINCORPORATED HALL COUNTY. SMOKING IN BARS AND RESTAURANTS SHALL COMPLY WITH THE HALL COUNTY CLEAN INDOOR AIR ORDINANCE. THE SMOKING OF HOOKAH IN ANY ESTABLISHMENT THAT SERVES ALCOHOL OR FOOD SHALL BE PROHIBITED. (THE HALL COUNTY CLEAN INDOOR AIR ORDINANCE, CODE OF ORDINANCES SECTION 38 -105 & 107(8). THE HALL COUNTY UNIFIED DEVELOPMENT ORDINANCE SECTION 230-130, AA.)
3. NO CONSTRUCTION TRAILER WILL BE USED ON THIS SITE.
4. FE = 2A10BC3 FIRE EXTINGUISHER HUNG 48" A.F.F. TO TOP OF EXTINGUISHER. LOCATE ONE FIRE EXTINGUISHER PER UNIT.
5. NO STORAGE SHELVING INCLUDED UNDER THIS PERMIT APPLICATION. TENANT SHALL SUBMIT SEPARATE APPLICATION FOR STORAGE SHELVING TO HALL COUNTY BUILDING DEPARTMENT.
6. ALL CONSTRUCTION SHALL COMPLY WITH SECTIONS 102.5.2, 701.2 AND TABLE 701 OF IECC WITH GEORGIA SUPPLEMENTS AND AMENDMENTS.
7. NO INTERIOR FINISH UNDER THIS PERMIT EXCEPT AS INDICATED.
8. INDIVIDUAL SUITES SHALL OBTAIN SEPARATE (INDIVIDUAL) UPFIT PERMIT PRIOR TO CONSTRUCTION.
9. GENERAL CONTRACTOR SHALL PROVIDE SUITE DESIGNATION SIGNAGE ON ALL EXTERIOR DOORS; SIGNAGE SHALL BE A MINIMUM SIZE OF 4".
10. FIRE ALARM SYSTEM TO BE PROVIDED IN ACCORDANCE WITH NFPA 72, 2012 EDITION. FIRE ALARM CONTRACTOR SHALL OBTAIN A FIRE ALARM SYSTEM PERMIT FROM THE HALL COUNTY FIRE MARSHAL'S OFFICE PRIOR TO INSTALLATION. ANY FIRE ALARM PLANS INCLUDED IN THIS SET ARE FOR REFERENCE ONLY. NOT FOR PERMIT.
11. THE DESIGNER OF RECORD SHALL ENSURE AND SUBMIT APPROPRIATE DOCUMENTS TO THE HALL COUNTY BUILDING INSPECTOR THAT THE CONSTRUCTED BUILDING ELEVATION, DESIGN, MATERIALS, AND COLORS COMPLY WITH THE COUNTY APPROVED ELEVATIONS.

## OWNER

LANNY DUNAGAN'S WELDING SERVICES
1205 INDUSTRIAL BLVD.
CONTACT: LANNY DUNAGAN
770-535-7170

### STRUCTURAL

MACON E. GOOCH III
BUILDING CONSULTANTS, INC.
1383 DUNCAN LANE.
AUBURN, GEORGIA 30011
CONTACT: SCOTT REDDING
678-442-1198

### ARCHITECTURAL

MACON E. GOOCH III
BUILDING CONSULTANTS, INC.
1383 DUNCAN LANE.
AUBURN, GEORGIA 30011
CONTACT: SCOTT REDDING
678-442-1198

SITE

VICINITY MAP

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G2 – ADA DETAILS & SPEC'S

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A3 – ELEVATIONS
A4 – REFLECTED CEILING PLAN
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A6 – PLAN NOTES & DETAILS
A7 – PLAN NOTES & DETAILS
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P5 – PLUMBING DETAILS


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MACON E. GOOCH III
BUILDING CONSULTANTS
1383 DUNCAN LANE
AUBURN GEORGIA 30011
TEL 678-442-1198 FAX: 678-975-7485


6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
COVER SHEET
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189485 | | |

SHEET
G1 OF XX

10.21.24 Item 6A&B

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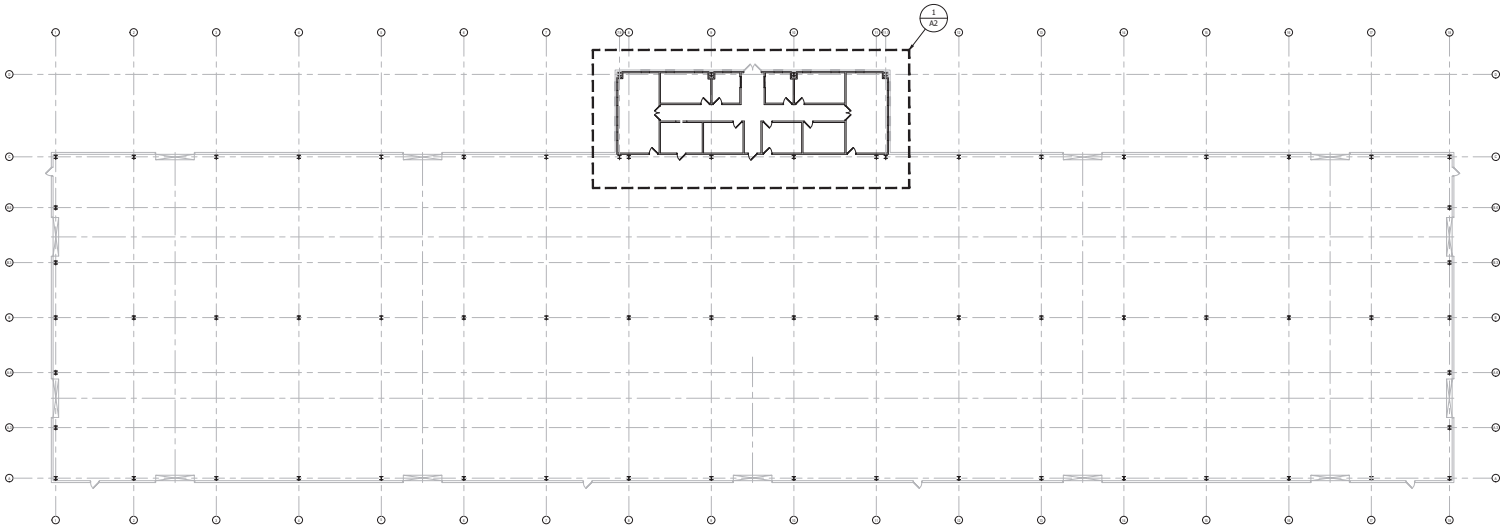


1 A1 FLOOR PLAN (WAREHOUSE)
SCALE: 1/16"=1'-0"

NOT RELEASED FOR CONSTRUCTION

| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

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MACON E. GOOCH III
BUILDING CONSULTANTS
MEG
TEL 678-442-1198 FAX 678-925-7485
AUBURN, GEORGIA 30011
330 S. DIVISION AVE.

6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
FLOOR PLAN - WAREHOUSE
2817 GAINESVILLE HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: 02405189486 | | |
| SHEET | | |
| A1 OF XX | | |

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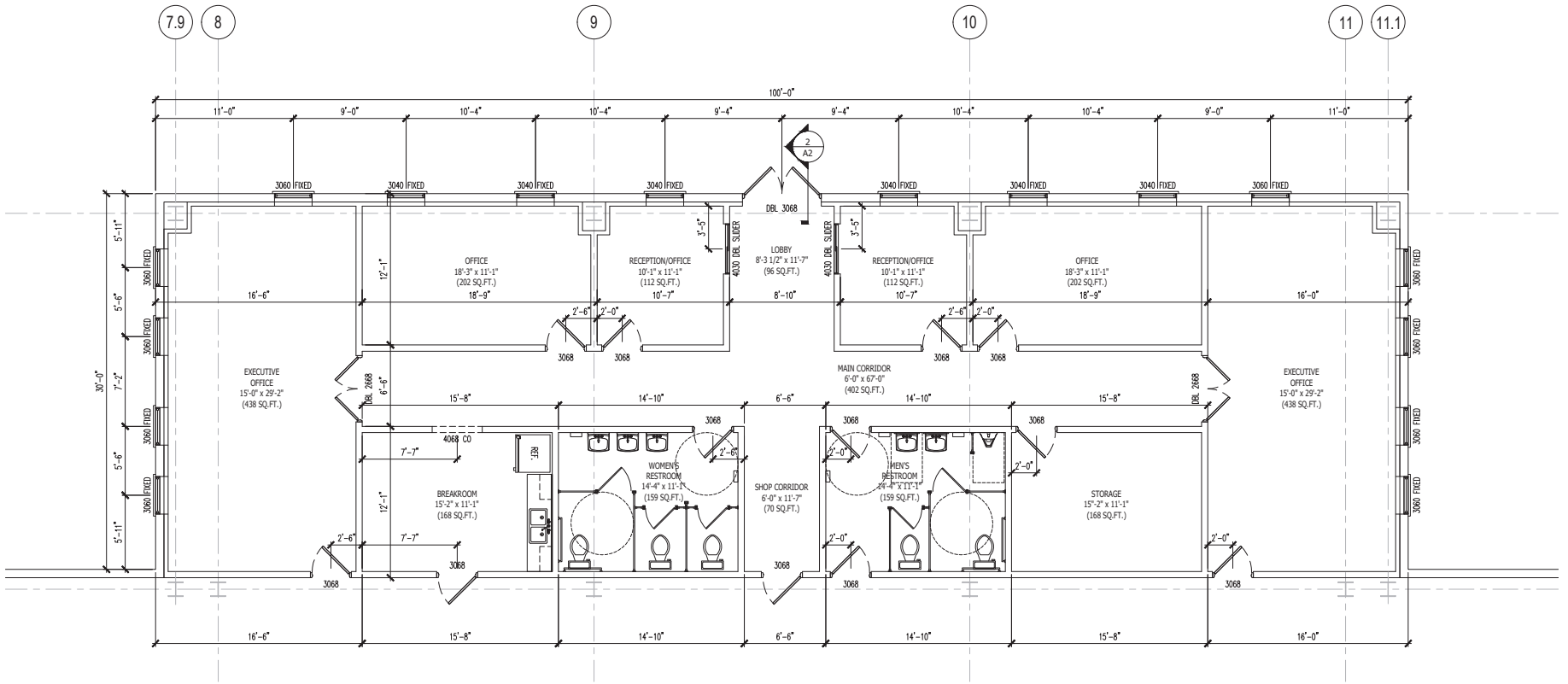
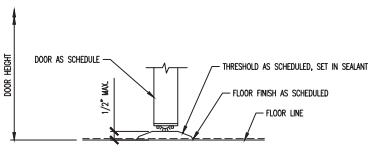



1 A2 FLOOR PLAN (OFFICE)
SCALE: 1/4"=1'-0"




2 A2 DOOR THRESHOLD DETAIL
SCALE: N.T.S.

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1383 DUNCAN LANE
AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX: 678-975-7485

6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## FLOOR PLAN - OFFICE
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189488 | | |

SHEET
A2 OF XX

10.2.1 2/22/24 Item 6A&B

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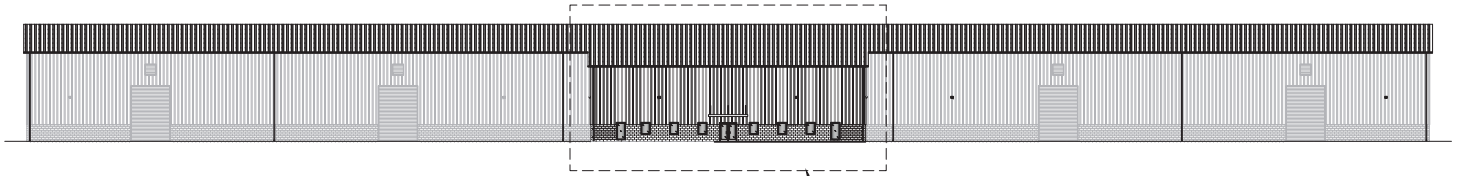
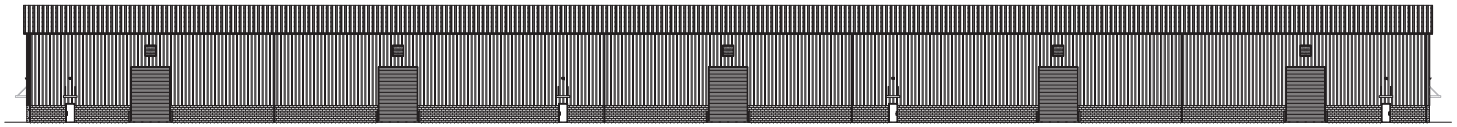
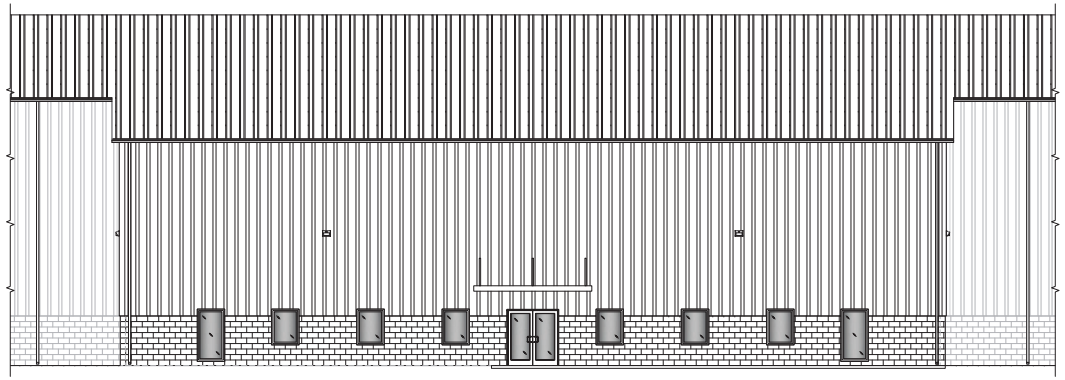


FRONT ELEVATION
SCALE: 1/16"=1'-0"



REAR ELEVATION
SCALE: 1/16"=1'-0"



ENLARGED VIEW
FRONT ELEVATION (OFFICE)
SCALE: 3/16"=1'-0"

NOT RELEASED FOR CONSTRUCTION

| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

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MACON E. GOOCH III
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WINDER, GEORGIA 30680
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6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

ELEVATIONS

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189486 | | |

SHEET
A3 OF XX

Item 6A 8/6/24

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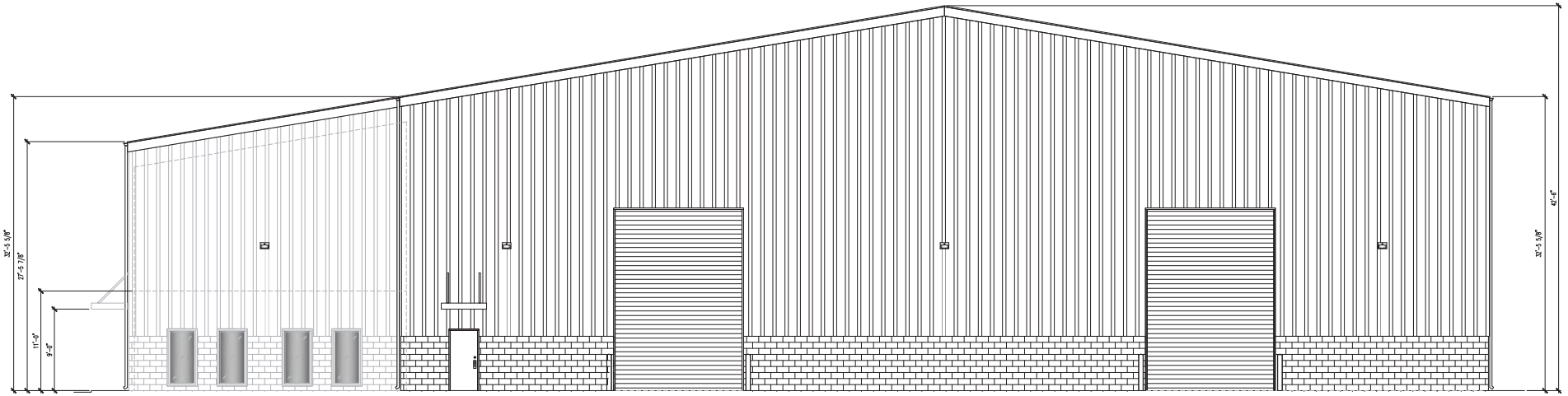
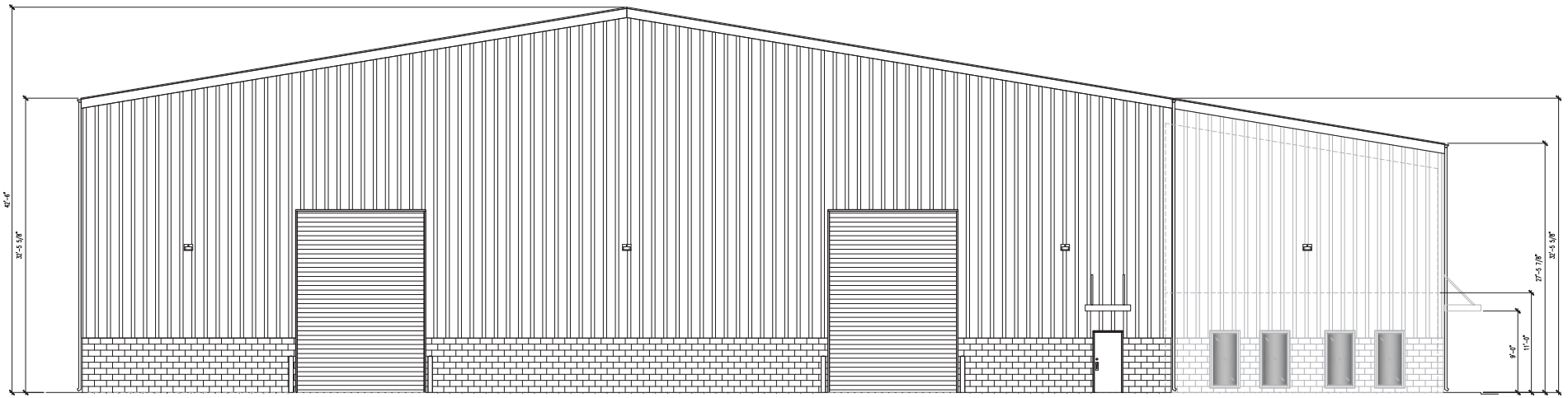



RIGHT ELEVATION
SCALE: 3/16"=1'-0"




LEFT ELEVATION
SCALE: 1/4"=1'-0"

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|---|---|---|---|
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MACON E. COOCH III
BUILDING CONSULTANTS
1393 DIAMOND LAKE
HOOVER, ALABAMA 35211
TEL 678-442-1188 FAX 678-925-7485

6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

ELEVATIONS

| | | |
|---|---|---|
| DESIGN | MEC | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189486 | | |
| SHEET | | |
| A4 OF XX | | |

Item 6A 6/28/24

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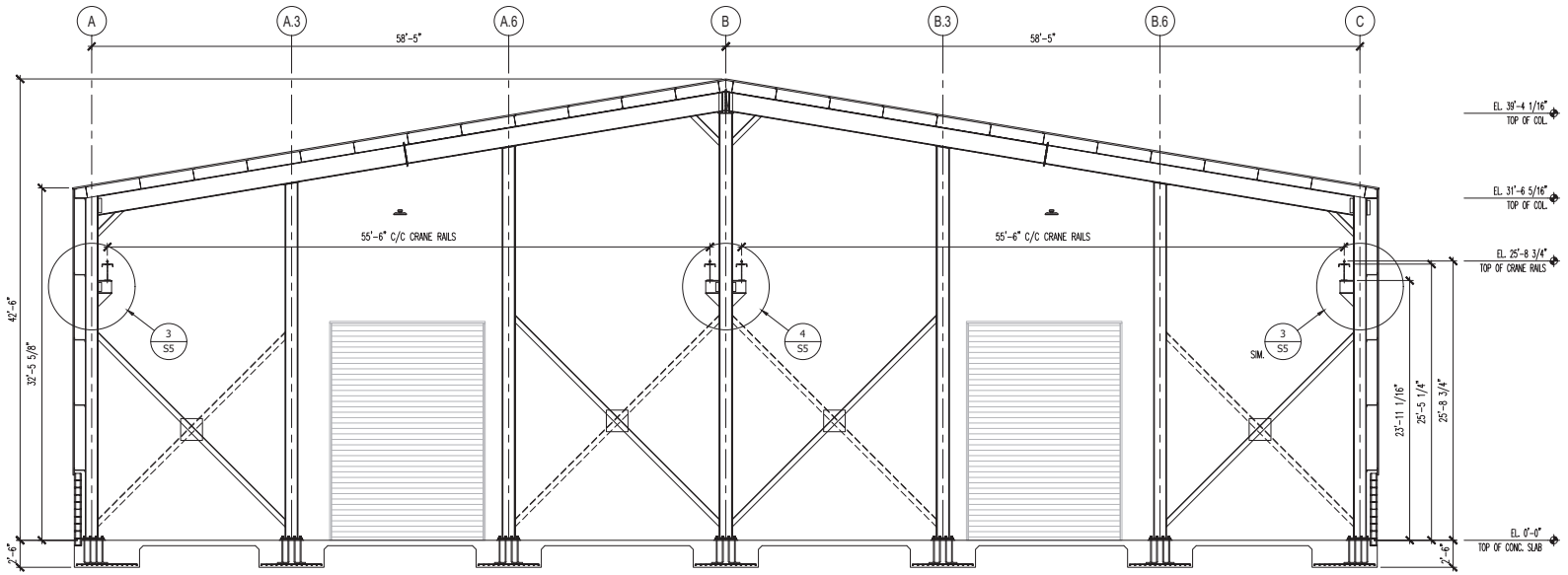
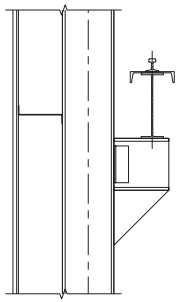
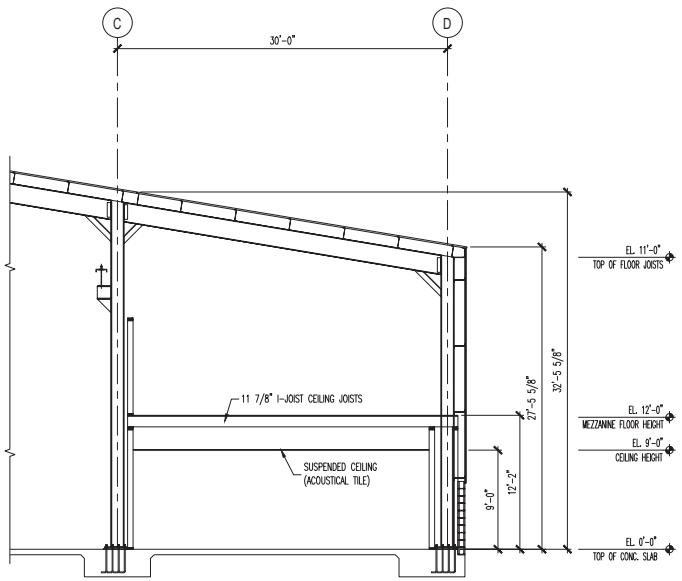


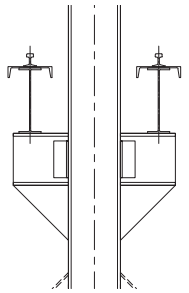

1 A5 BUILDING CROSS SECTION (WAREHOUSE)
SCALE: 3/16"=1'-0"



3 A5 ENLARGED VIEW OF CRANE RAIL @ OUTER COLUMNS
SCALE: 3/4"=1'-0"




2 A5 BUILDING CROSS SECTION (OFFICE)
SCALE: 3/16"=1'-0"



4 A5 ENLARGED VIEW OF CRANE RAIL @ CENTER COLUMNS
SCALE: 3/4"=1'-0"

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MACON E. GOOCH III
BUILDING CONSULTANTS
1383 DUNCAN LANE
AUBURN GEORGIA 30011
TEL 678-442-1198 FAX: 678-975-7485

6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## BUILDING SECTION
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189485 | | |
| SHEET | A5 OF XX | |

10.1.2.2024 Item 6A&B

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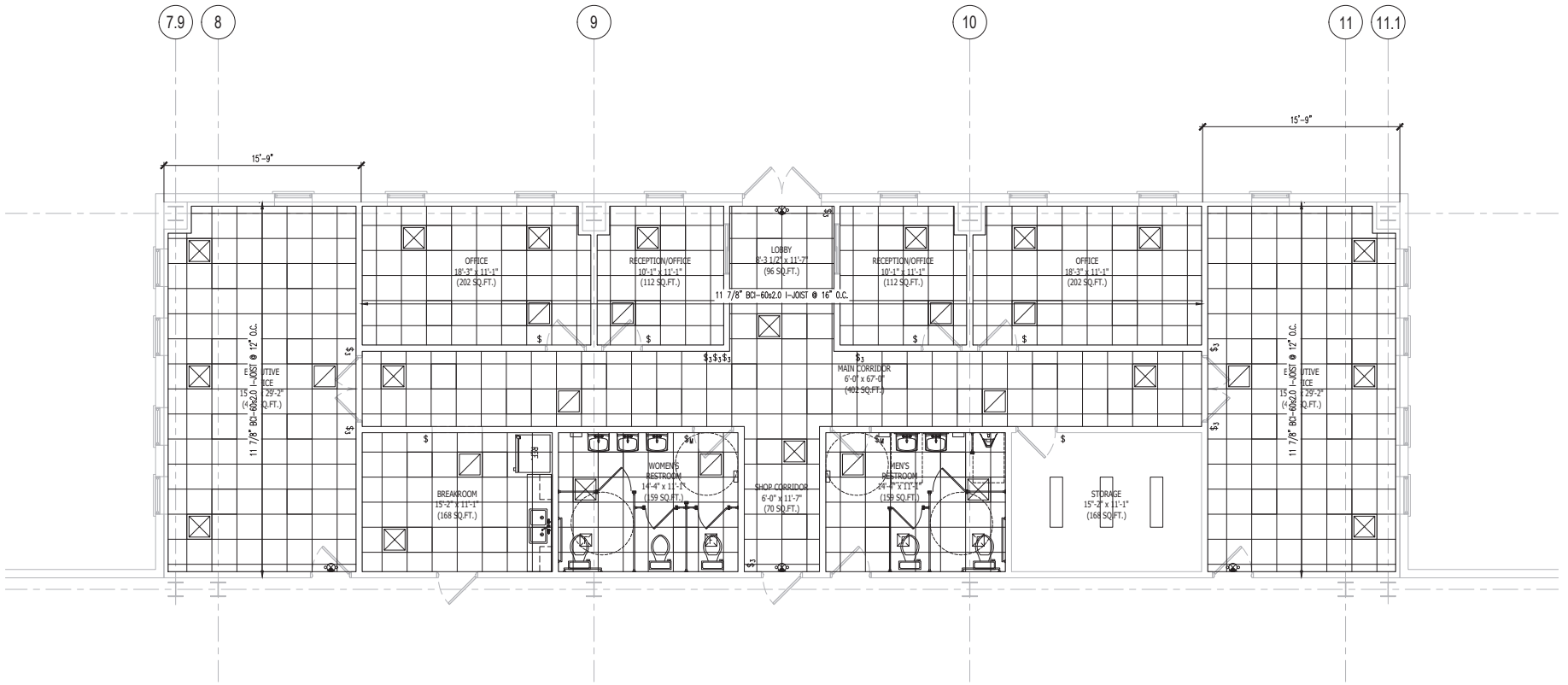


1 / A6 REFLECTED CEILING PLAN (OFFICE)
SCALE: 1/4"=1'-0"

REFLECTIVE CEILING PLAN LEGEND

| SYMBOL | DESCRIPTION |
|---|---|
| | LED TROFFER, 2'X2' |
| | LED TROFFER, 2'X2' (SECURITY CIRCUIT) |
| | SUPPLY DIFFUSER - 2'X2' |
| | RETURN DIFFUSER - 2'X2' |
| | RECESSED LED CAN LIGHT |
| | EXHAUST FAN |
| | CEILING MOUNTED LED - 6" X 8' |
| EXIT | EXIT SIGN |
| S | SMOKE/CO DETECTOR |
| | EMERGENCY LIGHT |
| A X'-X" | CEILING TYPE "A" GYPSUM BOARD WITH WHITE PAINTED FINISH |
| B X'-X" | CEILING TYPE "B" ARMSTRONG 2'x2' WHITE GRID W/ 2'X2' ACOUSTICAL TILE |

NOT RELEASED FOR CONSTRUCTION

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BUILDING CONSULTANTS
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AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX: 678-975-7485
MEG

6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
REFLECTED CEILING PLAN - OFFICE
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

10.21.22

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189481 | | |

SHEET
A6 OF XX

Item 6A&B

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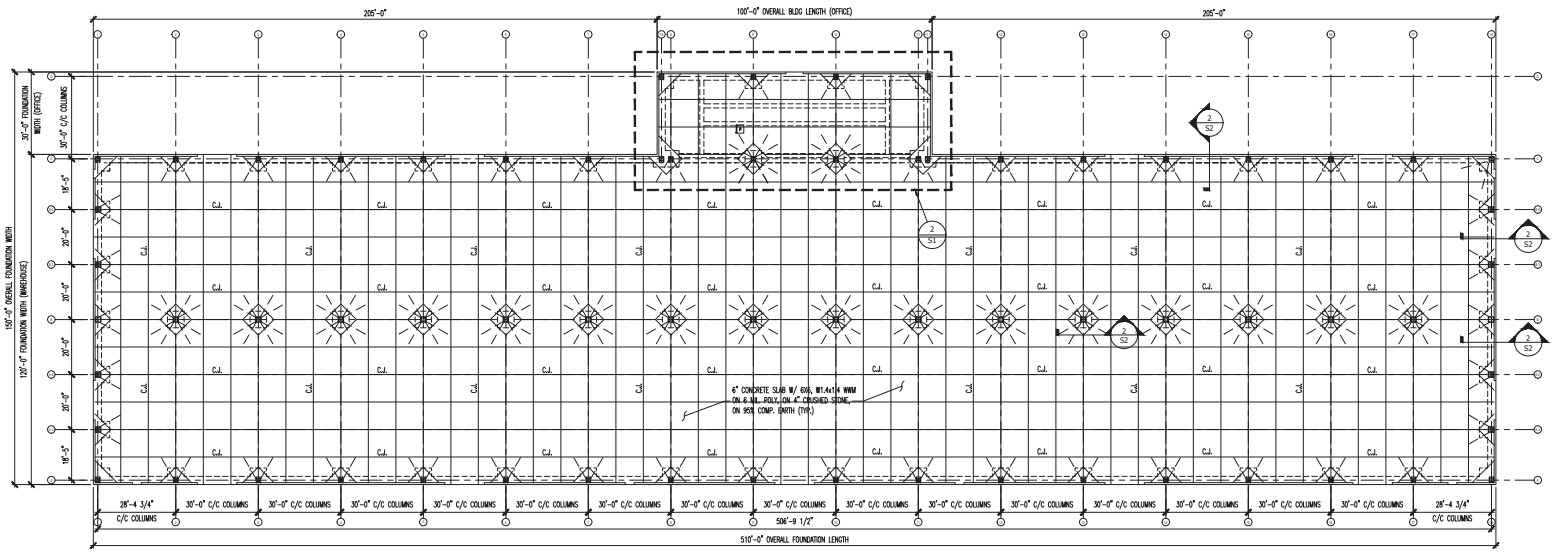
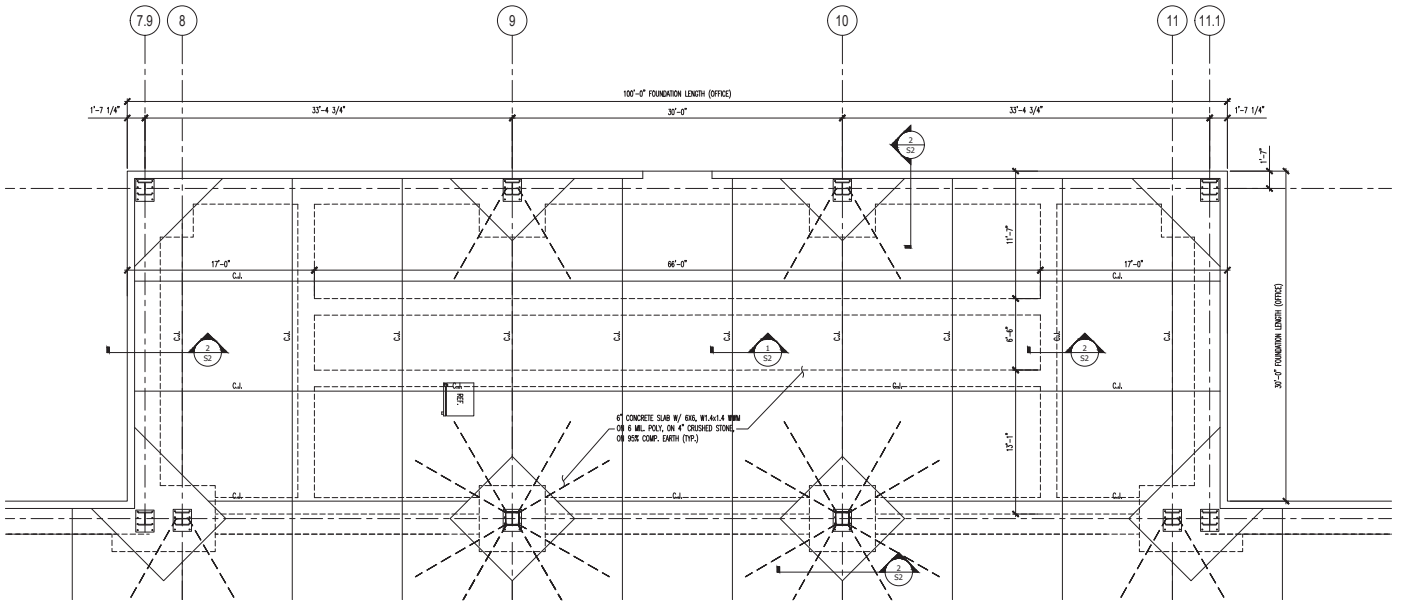



1 S1 FOUNDATION PLAN
SCALE: 1/16"=1'-0"




2 S1 ENLARGED VIEW
FOUNDATION PLAN (OFFICE)
SCALE: 1/4"=1'-0"

NOT RELEASED FOR CONSTRUCTION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| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |


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BUILDING CONSULTANTS
1350 S. DONAHOO ST.
AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX 678-925-7685


6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
FOUNDATION PLAN
2870 GAINESVILLE HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: 02405189486 | | |
| SHEET | S1 OF XX | |


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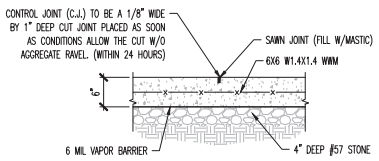


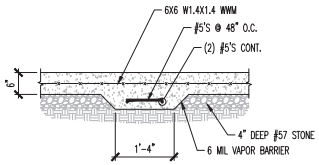


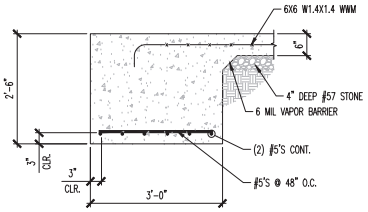


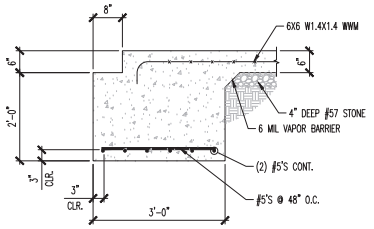


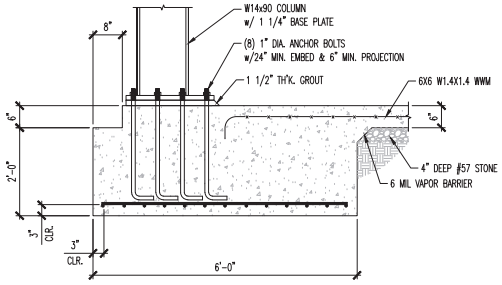


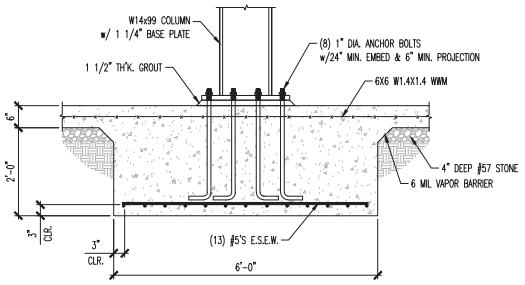


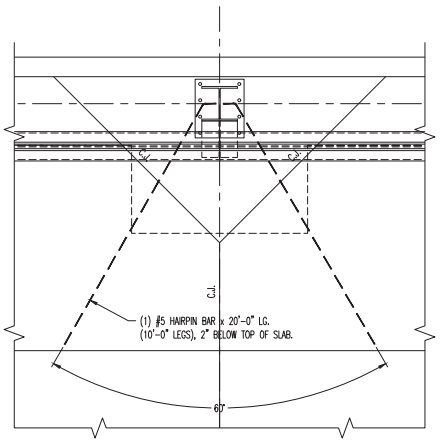


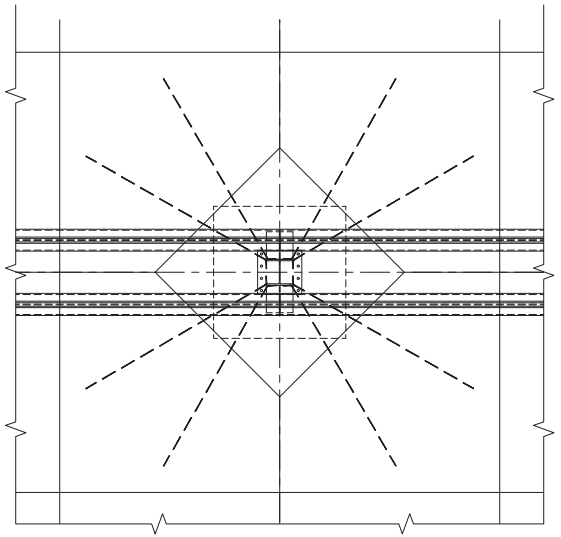

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BUILDING CONSULTANTS
1383 DUNCAN LANE
AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX: 678-975-7485
MEG

6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## FOUNDATION DETAILS
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189488 | | |

SHEET
S2 OF XX

10.21.24 Item 6A&B

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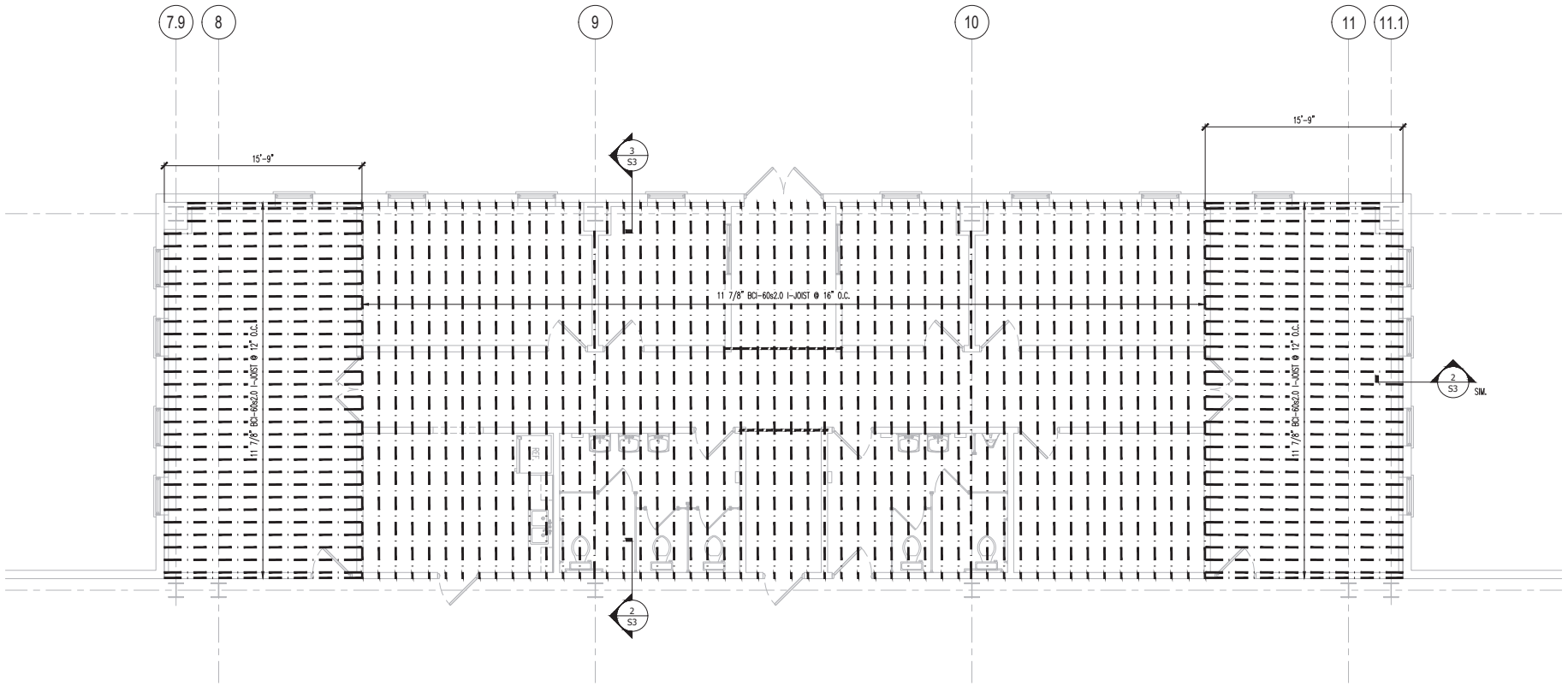
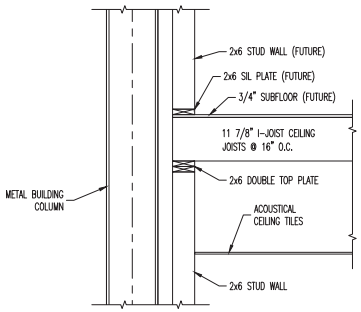
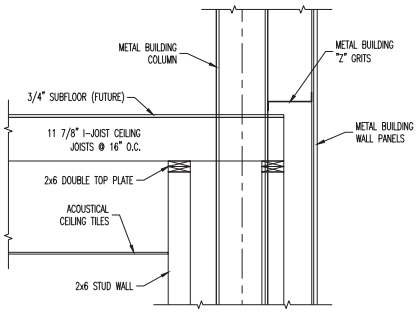



1 S3 CEILING FRAMING PLAN (OFFICE)
SCALE: 1/4"=1'-0"




2 S3 CEILING FRAMING DETAIL
SCALE: 3/4"=1'-0"




3 S3 CEILING FRAMING DETAIL
SCALE: 3/4"=1'-0"

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| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
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AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX: 678-975-7485

6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## CEILING FRAMING PLAN
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189488 | | |
| SHEET | S3 OF XX | |

10.21.24 Item 6A&B

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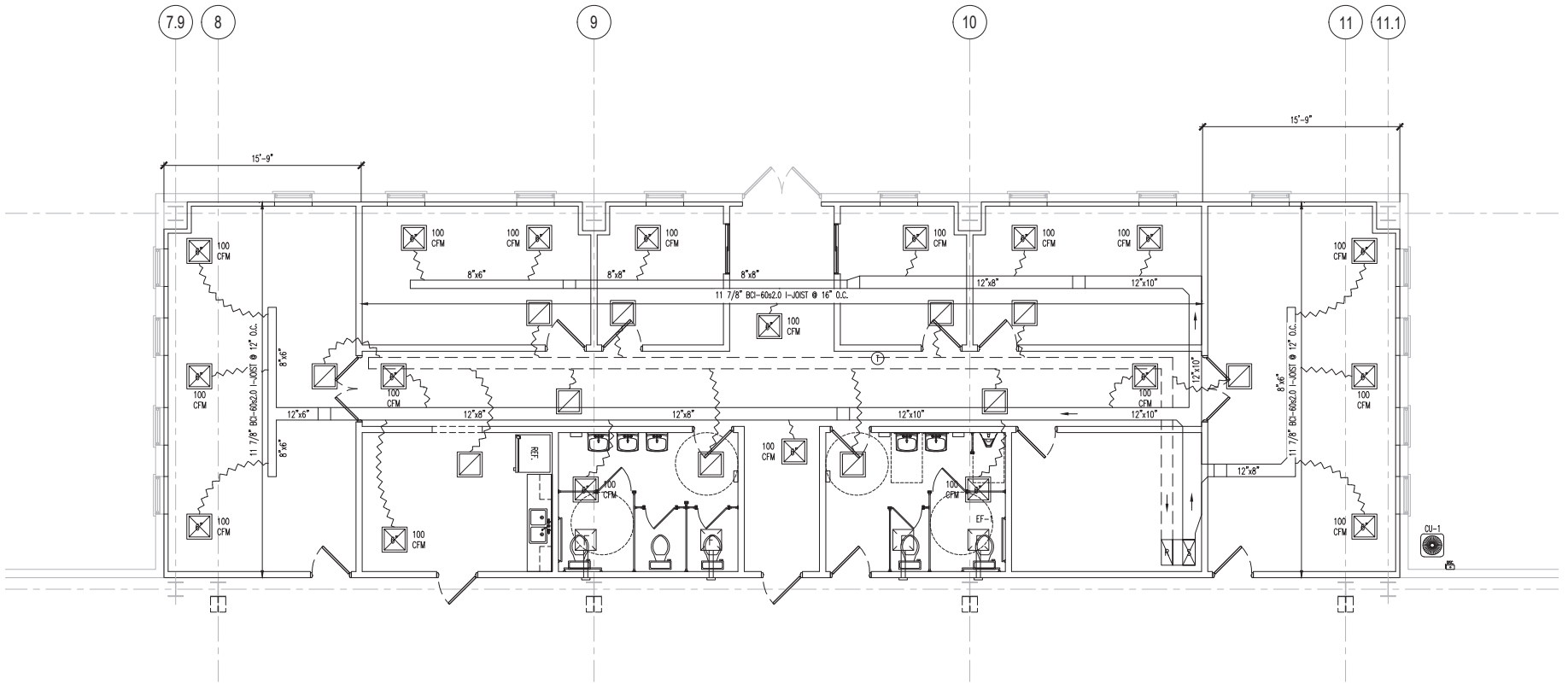


1 / M1 MECHANICAL PLAN (OFFICE)
SCALE: 1/4"=1'-0"

MECHANICAL LEGEND

| SYMBOL | DESCRIPTION |
|---|---|
| | SUPPLY DIFFUSER - 2'X2' |
| | RETURN DIFFUSER - 2'X2' |
| EF | EXHAUST FAN |
| 12x12 | RIDGED DUCT (SIZE) |
| | FLEXIBLE DUCT |
| T | PROGRAMMABLE THERMOSTAT, 54" A.F.F. |

NOT RELEASED FOR CONSTRUCTION

| REVISION | DATE | APPROVED | DESCRIPTION |
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6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## MECHANICAL PLAN - OFFICE
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189480 | | |

SHEET
M1 OF XX

10.21.24

Item 6A&B

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1 / M1 MECHANICAL PLAN (OFFICE)
SCALE: 1/4"=1'-0"

| MECHANICAL LEGEND | |
|---|---|
| SYMBOL | DESCRIPTION |
| ⊠ | SUPPLY DIFFUSER - 2'X2' |
| ⊠ | RETURN DIFFUSER - 2'X2' |
| EF | EXHAUST FAN |
| 12x12 | RIDGED DUCT (SIZE) |
| ~~~ | FLEXIBLE DUCT |
| T | PROGRAMMABLE THERMOSTAT, 54" A.F.F. |

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| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
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TEL 678-442-1198 FAX 678-975-7485

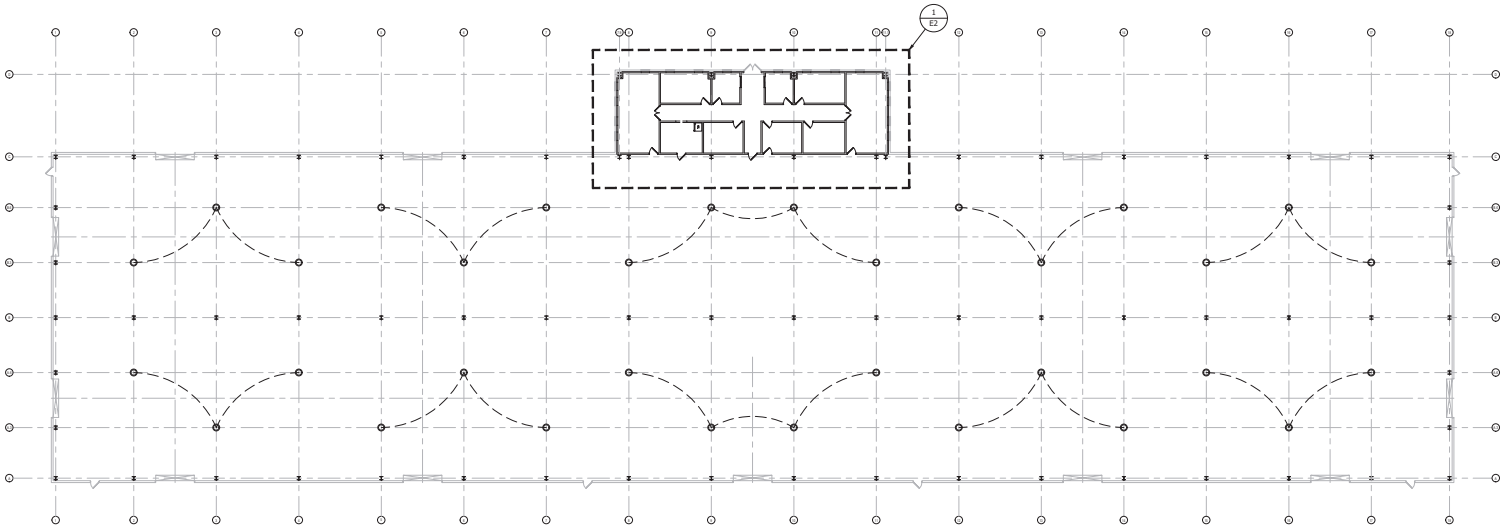
6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## MECHANICAL DETAILS
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D240518948 | | |

SHEET
M2 OF X

10.21.2024 Item 6A&B




1 / E1 LIGHTING PLAN (WAREHOUSE)
SCALE: 1/16"=1'-0"

## ELECTRICAL LEGEND

| SYMBOLS | DESCRIPTION |
|---|---|
| ○ | RECESSED INCANDESCENT LIGHT |
| ⊕ | SURFACE MOUNTED LIGHT FIXTURE |
| ⊕ | WALL MOUNTED LIGHT FIXTURE |
| ⊖ | DUPLEX RECEPTACLE |
| ⊕ | DUPLEX RECEPTACLE, 42" A.F.F. |
| ⊖ | 120V GROUND FAULT INTERRUPTER |
| ⊖ | 240V RECEPTACLE |
| $ | WALL SWITCH, SINGLE POLE, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| $3 | WALL SWITCH, 3 WAY, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| $M | WALL SWITCH w/ MOTION SENSOR, SINGLE POLE, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| ⊠ | EXHAUST FAN, VENTED TO OUTSIDE |
| ⊕ | EMERGENCY EXIT LIGHT/SIGN, WALL MOUNTED |
| ⊕ | EMERGENCY EXIT LIGHT/SIGN, CEILING MOUNTED |
| ○ | HIGH BAY LED LIGHTING, 240 WATT, 32,000 LUMEN, 120V/60Hz. |
| ▭ | 1x4 LED LIGHT FIXTURE |
| □ | 2x2 LED LIGHT FIXTURE |
| LTG/PWR | HOME RUN CIRCUIT TO PANEL "LTG" OR "PWR" |

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| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

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AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX 678-925-7685

6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
# LIGHTING PLAN - WAREHOUSE
2870 GAINESVILLE HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: 02405189486 | | |
| SHEET | | |
| E1 OF XX | | |

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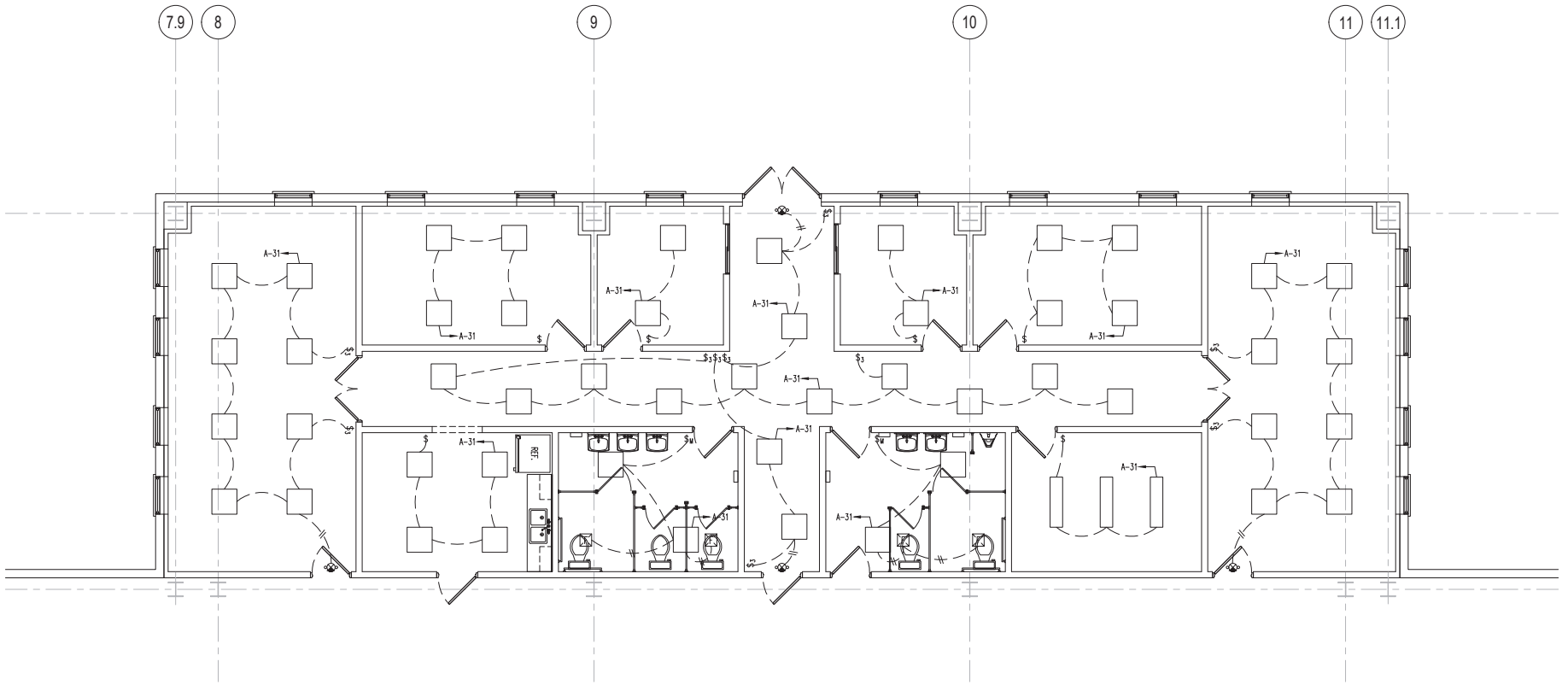


1 E2 LIGHTING PLAN (OFFICE)
SCALE: 1/4"=1'-0"

| LIGHTING LEGEND | |
|---|---|
| SYMBOLS | DESCRIPTION |
| ○ | RECESSED INCANDESCENT LIGHT |
| ⊕ | WALL MOUNTED LIGHT FIXTURE |
| $ | WALL SWITCH, SINGLE POLE, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| $3 | WALL SWITCH, 3 WAY, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| $M | WALL SWITCH w/ MOTION SENSOR, SINGLE POLE, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| ⊠ | EXHAUST FAN, VENTED TO OUTSIDE |
| | EMERGENCY EXIT LIGHT/SIGN, CEILING MOUNTED |
| | 1x4 LED LIGHT FIXTURE |
| LTG/PWR | HOME RUN CIRCUIT TO PANEL "LTG" OR "PWR" |

NOT RELEASED FOR CONSTRUCTION

| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

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1383 DUNCAN LANE
AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX: 678-975-7485

6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## LIGHTING PLAN - OFFICE
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189486 | | |
| SHEET E2 OF XX | | |

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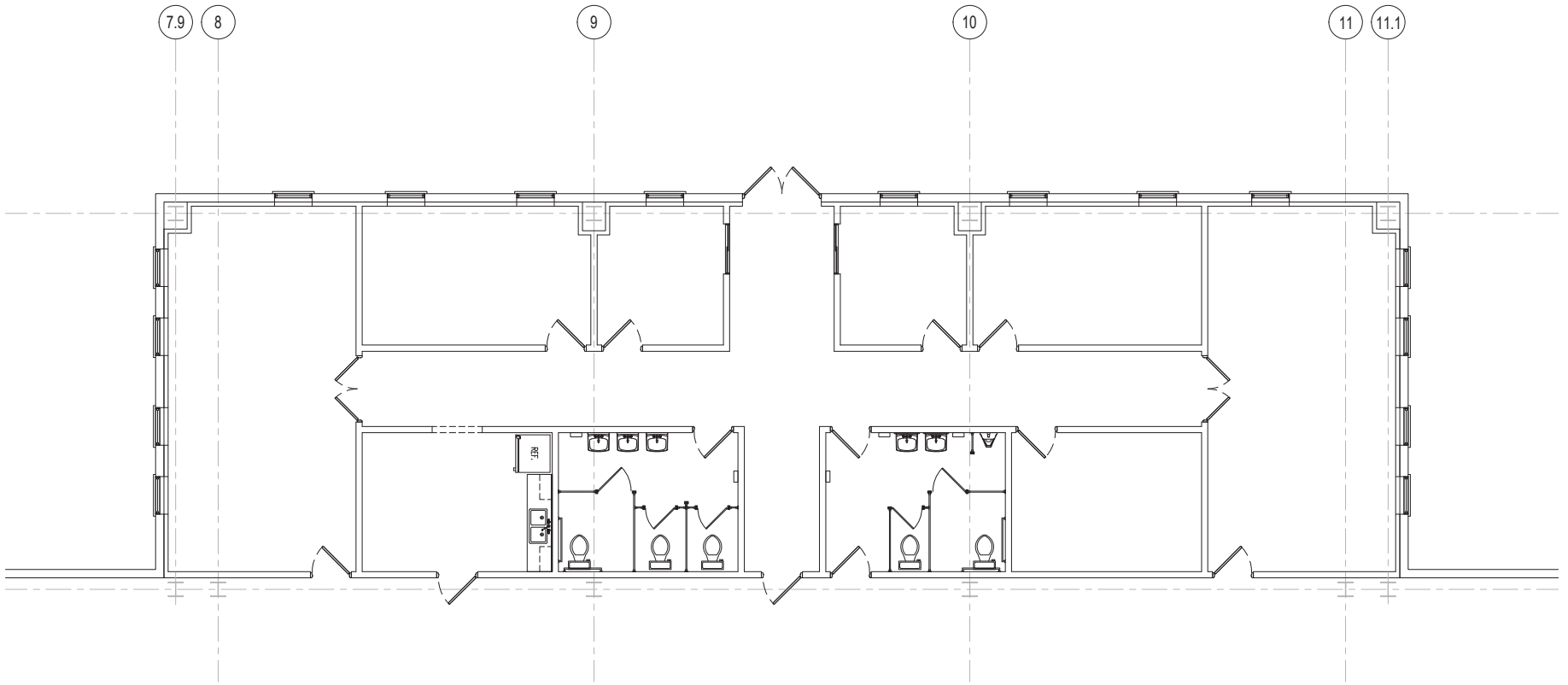


1 POWER PLAN (OFFICE)
E3 SCALE: 1/4"=1'-0"

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6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## LIGHTING PLAN - OFFICE
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189486 | | |

SHEET
E3 OF XX

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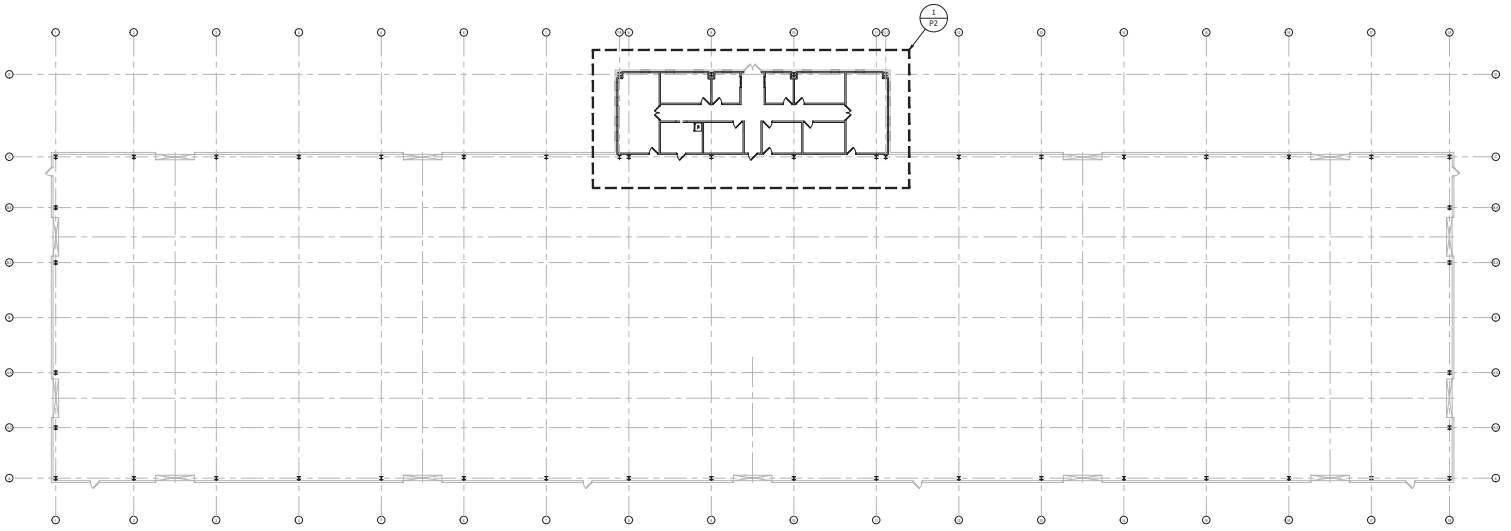


1 / P1 PLUMBING PLAN – SUPPLY (WAREHOUSE)
SCALE: 1/16"=1'-0"

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| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

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AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX 678-905-7485

6/28/24

510'x120' METAL BUILDING DESIGN
LD WELDING SERVICES
PLUMBING PLAN – SUPPLY (WAREHOUSE)
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: 02405189486 | | |
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| P1 OF XX | | |

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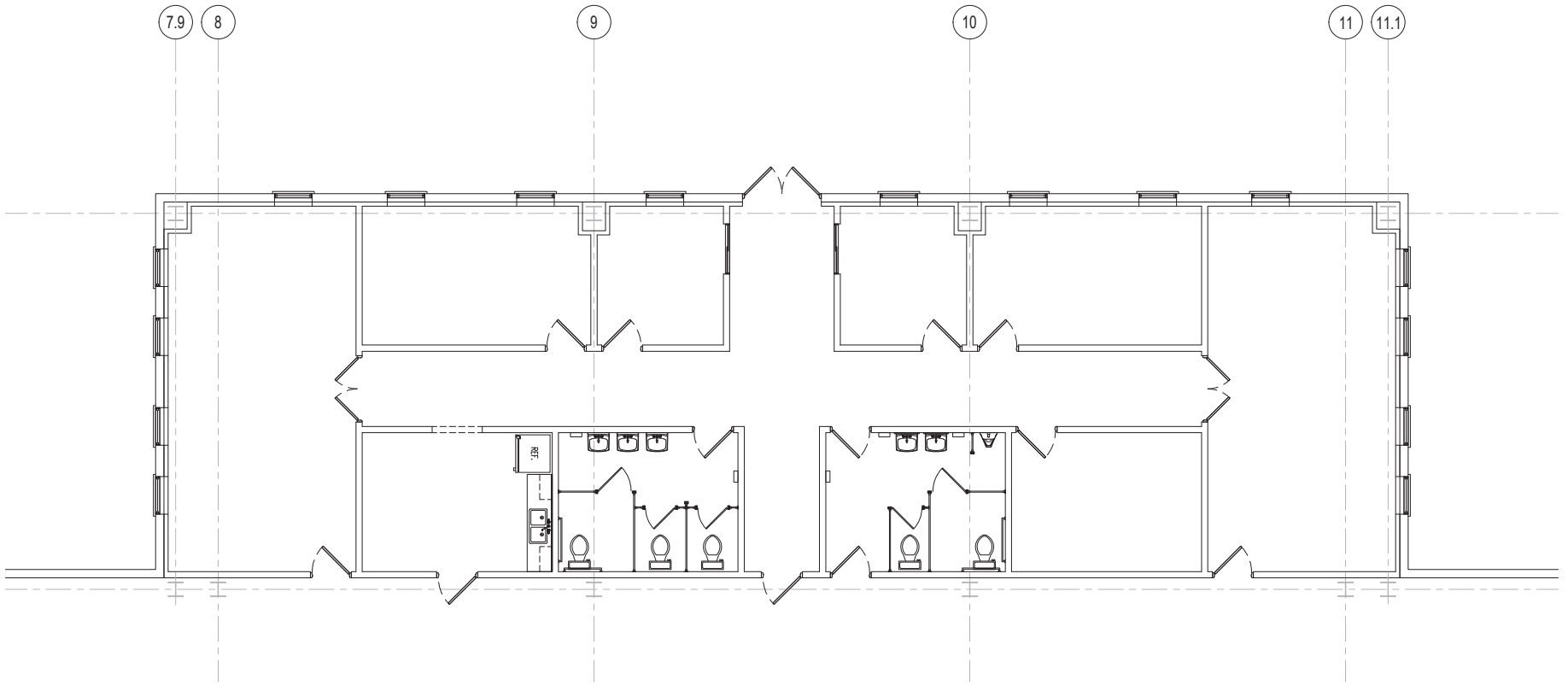


1/P2 PLUMBING PLAN – SUPPLY (OFFICE)
SCALE: 1/4"=1'-0"

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6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## PLUMBING PLAN – SUPPLY (OFFICE)
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189486 | | |

SHEET
P2 OF XX

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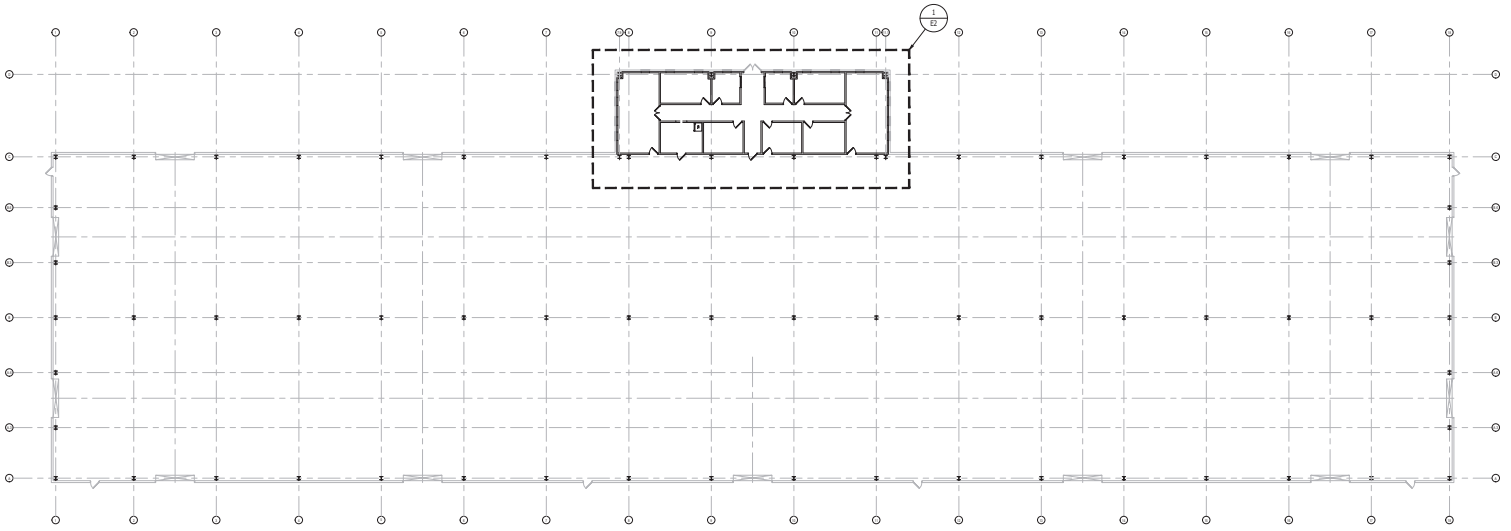


1 P3 PLUMBING PLAN – WASTE WATER (WAREHOUSE)
SCALE: 1/16"=1'-0"

## ELECTRICAL LEGEND

| SYMBOLS | DESCRIPTION |
|---|---|
| ○ | RECESSED INCANDESCENT LIGHT |
| ⊕ | SURFACE MOUNTED LIGHT FIXTURE |
| ⊕H | WALL MOUNTED LIGHT FIXTURE |
| ⊜ | DUPLEX RECEPTACLE |
| ⊕ | DUPLEX RECEPTACLE, 42" A.F.F. |
| ⊜GFI | 120V GROUND FAULT INTERRUPTER |
| ⊜240 | 240V RECEPTACLE |
| $ | WALL SWITCH, SINGLE POLE, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| $3 | WALL SWITCH, 3 WAY, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| $M | WALL SWITCH w/ MOTION SENSOR, SINGLE POLE, 120/277V, QUIET TYPE 44" A.F.F. OR AS NOTED |
| ⊠ | EXHAUST FAN, VENTED TO OUTSIDE |
| | EMERGENCY EXIT LIGHT/SIGN, WALL MOUNTED |
| | EMERGENCY EXIT LIGHT/SIGN, CEILING MOUNTED |
| ○ | HIGH BAY LED LIGHTING, 240 WATT, 32,000 LUMEN, 120V/60Hz. |
| ▭ | 1x4 LED LIGHT FIXTURE |
| □ | 2x2 LED LIGHT FIXTURE |
| LTG/PWR | HOME RUN CIRCUIT TO PANEL "LTG" OR "PWR" |

NOT RELEASED FOR CONSTRUCTION

| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

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MEG
MACON E. COOCH III
BUILDING CONSULTANTS
1010 S. DONAHOO ST.
AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX 678-925-7685

6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## PLUMBING PLAN – WASTE WATER (WAREHOUSE)
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: 02405189486 | | |
| SHEET | | |
| P3 OF XX | | |

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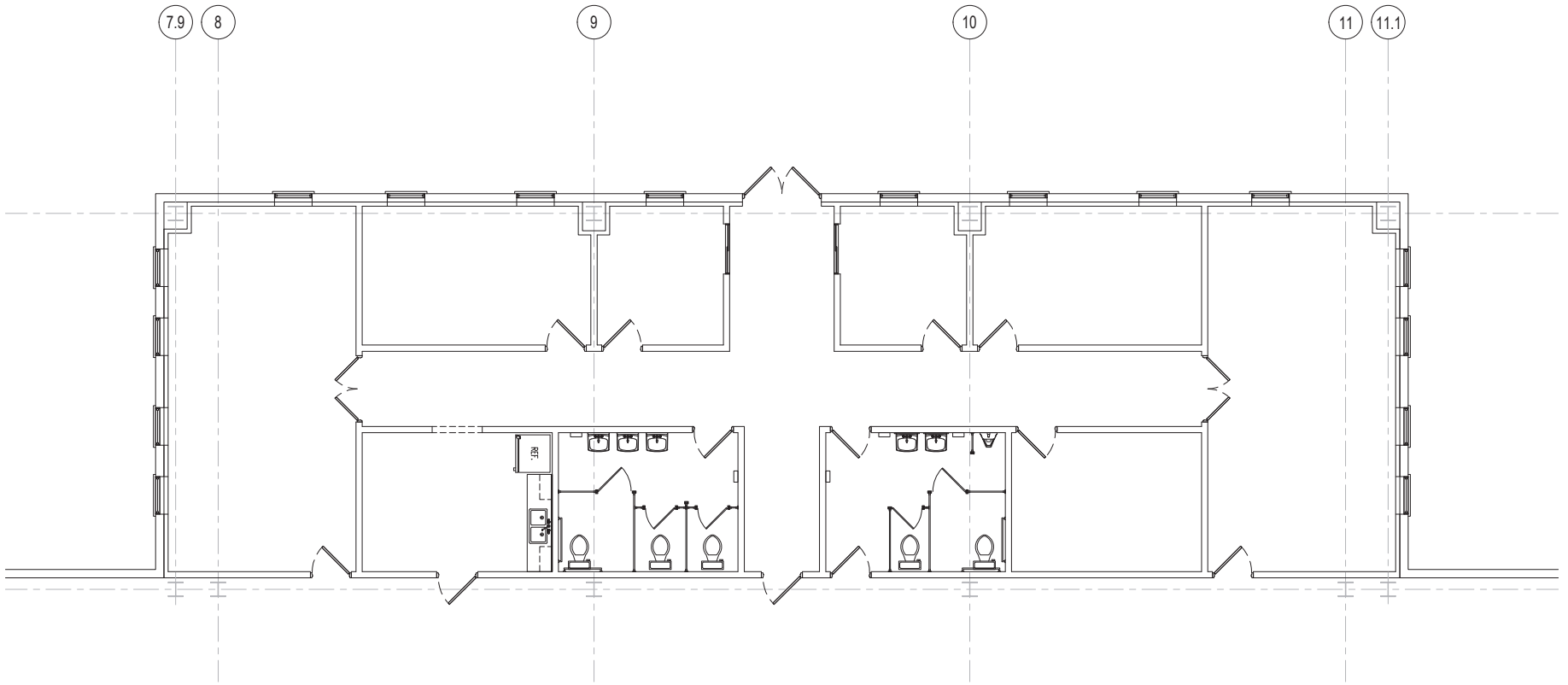


1/P4 PLUMBING PLAN – WASTE WATER (OFFICE)
SCALE: 1/4"=1'-0"

NOT RELEASED FOR CONSTRUCTION

| REVISION | DATE | APPROVED | DESCRIPTION |
|---|---|---|---|
| | | | |

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MACON E. GOOCH III
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1383 DUNCAN LANE
AUBURN, GEORGIA 30011
TEL 678-442-1198 FAX: 678-975-7485
MEG

6/28/24

# 510'x120' METAL BUILDING DESIGN
## LD WELDING SERVICES
## PLUMBING PLAN – WASTE WATER (OFFICE)
2811 ATHENS HWY
HALL COUNTY, GEORGIA 30507

| | | |
|---|---|---|
| DESIGN | MEG | 6/28/24 |
| DRAWN | RSL | 6/28/24 |
| CHECKED | BSR | 6/28/24 |
| DATE: 6/28/24 | | |
| PROJECT #: D2405189486 | | |

SHEET
P4 OF XX

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eFiled and eRecorded
DATE: 05/08/2024
TIME: 8:43 AM
DEED BOOK: 9472
PAGE: 528 - 536
FILING FEES: $25.00
TRANSFER TAX: $750.00
PARTICIPANT ID: 2979894615
PARTICIPANT ID: 7067927936
PT61: 069-2024-002717
RECORDED BY: JP
CLERK: Charles Baker, C.S.C
Hall County, GA

**After recording, return to:**

**Prepared By:**
Weissman PC
3500 Lenox Road, 4th Floor
Atlanta, GA 30326

**File No.: W-03750-24-GA**

**Parcel ID:** 15023 000037

# LIMITED WARRANTY DEED

**STATE OF GEORGIA**
**COUNTY OF HALL**

THIS INDENTURE, made this 24th day of April, 2024 by and between **Jechiel Lay Hill and and Charlton Lay**, as party or parties of the first part, hereinafter called Grantor, and **Paden Dunagan**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 ($10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit:

**SEE ATTACHED EXHIBIT "A and B" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE HERETO**

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee, forever IN FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through, or under Grantor herein.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, on the date and year above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

RYAN M. REID
Notary Public, Georgia
Jackson County
My Commission Expires
October 06, 2024

Jechiel Lay Hill (Seal)

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

RYAN M. REID
Notary Public, Georgia
Jackson County
My Commission Expires
October 06, 2024

Charlton Lay Jechiel Lay Hill AIF (Seal)
Charlton Lay
By: Jechiel Lay Hill, as Attorney-in-Fact

## EXHIBIT "A"

**File No.: W-03750-24-GA**

All that tract or parcel of land lying and being in the 268th District, G.M., Hall County, Georgia, comprised of 25.101 acres, more or less, and fully shown on a plat entitled "Survey for Thomas Sims Estate" dated July 27, 1987, prepared by W. T. Dunaboo and Associates, Inc. of Winder, Georgia, certified by W. T. Dunahoo, Georgia Registered Surveyor Number 1577, recorded at Plat Book 123, Page 176, Office of the Clerk, Superior Court, Hall County, Georgia. Said plat, and the recording thereof, are by specific reference incorporated herein for a more detailed description.

And also conveyed herewith is that easement for access, ingress and egress from the above described tract to U.S. Highway 129 fully shown on a plat entitled "Composite Plat for L.D. Sims," dated April 1, 2003, prepared by W. T. Dunahoo and Associates of Winder, Georgia, certified by W. T. Dunahoo, Georgia Registered Surveyor Number 1577, recorded at Slide 829, Page 69A, Office of the Clerk, Superior Court, Hall County, Georgia. Said plat, and the recording thereof, are by specific reference incorporated herein for a more detailed description.

Subject to all easements and covenants of record, including that certain vegetation buffer composed of 4.08 acres in that certain quitclaim deed at Deed Book 2549, Page 340, and shown on Plat Slide 164, Page 236-A, Office of the Clerk, Superior Court, Hall County, Georgia; and the Conservation Tax Covenant recorded in Deed Book 5261, Page 90, Office of the Clerk, Superior Court, Hall County, Georgia.

FOR INFORMATIONAL PURPOSES ONLY: Said property being known as 2811 Athens Highway according to the present system of numbering property in Hall County, Georgia.

EXHIBIT "B"

State of Georgia

County of Barrow

# STATUTORY FORM POWER OF ATTORNEY

## IMPORTANT INFORMATION

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in O.C.G.A. Chapter 6B of Title 10.

This power of attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise in the Special Instructions, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is not entitled to any compensation unless you state otherwise in the Special Instructions. Your agent shall be entitled to reimbursement of reasonable expenses incurred in performing the acts required by you in your power of attorney.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a successor agent or name a co-agent in the Special Instructions. Co-agents will not be required to act together unless you include that requirement in the Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney shall be durable unless you state otherwise in the Special Instructions.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

**If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.**

## DESIGNATION OF AGENT

I Christian Cay name the following person as my agent:
(Name of principal-Print your name)

**Name of agent:** Tabitha Clayton

Agent's address: 2912 Melton Cove Circle
Lilburn, GA 30047

Agent's telephone number: 770 596 1355

Agent's e-mail address: Tchill822@yahoo.com

## DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of successor agent: _____

Successor agent's address: _____

_____

Successor agent's telephone number: _____

Successor agent's e-mail address: _____

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of second successor agent: _____

Second successor agent's address: _____

_____

Second successor agent's telephone number: _____

Second successor agent's e-mail address: _____

## GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in O.C.G.A. Chapter 6B of Title 10:

**(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "all preceding subjects" instead of initialing each subject.)**

(CA) Real property
(_____) Tangible personal property
(_____) Stocks and bonds
(_____) Commodities and options
(_____) Banks and other financial institutions
(_____) Operation of entity or business
(_____) Insurance and annuities
(_____) Estates, trusts, and other beneficial interests
(_____) Claims and litigation
(_____) Personal and family maintenance
(_____) Benefits from governmental programs or civil or military service
(_____) Retirement plans
(_____) Taxes
(_____) All preceding subjects

## GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent SHALL NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent. You should give your agent specific instructions in the Special Instructions when you authorize your agent to make gifts.)

(_____) Create, fund, amend, revoke, or terminate an inter vivos trust
(_____) Make a gift, subject to the limitations of O.C.G.A. § 10-6B-56 and any Special Instructions in this power of attorney
(_____) Create or change rights of survivorship
(_____) Create or change a beneficiary designation
(_____) Authorize another person to exercise the authority granted under this power of attorney
(_____) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
(_____) Exercise authority over the content of electronic communications sent or received by the principal
(_____) Exercise fiduciary powers that the principal has authority to delegate and that are expressly and clearly identified (including the persons for which the principal acts as a fiduciary) in the Special Instructions
(_____) Renounce an interest in property, including a power of appointment

## LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant SHALL NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

## SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines (you may add lines or place your special instructions in a separate document and attach it to the power of attorney):

_____

_____

_____

_____

_____

## EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

## NOMINATION OF CONSERVATOR (OPTIONAL)

If it becomes necessary for a court to appoint a conservator of my estate, I nominate the following person(s) for appointment:

Name of nominee for conservator of my estate: _____

Nominee's address: _____

_____

Nominee's telephone number: _____

Nominee's e-mail address: _____

## RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person has actual knowledge it has terminated or is invalid.

## SIGNATURE AND ACKNOWLEDGMENT OF PRINCIPAL

Charlton Lay — 11/18/2022

**Your signature** — **Date**

Charlton Lay

**Your name printed**

**Your address:** Baldestr. 14
80469 Munich
GERMANY

**Your telephone number:** +49 174 6840994

**Your email address:** charlton_lay@yahoo.com

## WITNESS AND NOTARY PUBLIC SIGNATURES

WITNESS:

This document was signed or acknowledged in my presence on the 18th day of November, 2021,

by Charlton Lacy (Name of Principal)

Witness's Signature:

Witness's name printed: M. Michael Strickland

Witness's address: 76 W. Candler Street
Winder, GA 30680

Witness's telephone number: 770-867-7505
Witness's email address: mstricklandlaw@gmail.com

NOTARY PUBLIC:

State of Georgia

County of Barrow

This document was signed or acknowledged in my presence on the 18th day of November, 2021,

by Charlton Lacy (Name of Principal)

(Signature of Notary Public)

My Commission expires: 12/8/23

(Notary Seal)

KATHY B. HOPKINS NOTARY PUBLIC BARROW COUNTY, GEORGIA My Commission Expires 12-08-2023

## IMPORTANT INFORMATION FOR AGENT

### Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must

(1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
(2) Act in good faith;
(3) Do nothing beyond the authority granted in this power of attorney; and
(4) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's name) by (Your signature) as Agent

Unless the Special Instructions in this power of attorney state otherwise, you must also:

(1) Act loyally for the principal's benefit;
(2) Avoid conflicts that would impair your ability to act in the principal's best interest;
(3) Act with care, competence, and diligence;
(4) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
(5) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
(6) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

### Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

(1) Death of the principal;
(2) The principal's revocation of your authority or the power of attorney
(3) The occurrence of a termination event stated in the power of attorney;
(4) The purpose of the power of attorney is fully accomplished; or
(5) If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

### Liability of Agent

The meaning of the authority granted to you is defined in O.C.G.A. Chapter 6B of Title 10. If you violate O.C.G.A. Chapter 6B of Title 10 or act outside the authority granted, you may be liable for any damages caused by your violation.

**If there is anything about this document or your duties that you do not understand, you should seek legal advice.**

CITY OF
GAINESVILLE

WATER RESOURCES

September 5, 2024

Paden M. Dunagan
1205 Industrial Boulevard
Gainesville, GA 30501

Re: Water Availability
2811 Athens Highway
Tadmore GMD 268, Hall County, GA

Dear Mr. Dunagan,

Regarding your request for information on the above referenced property, the City of Gainesville owns and operates an existing 20-inch water main along the frontage of the subject property in the Athens Highway right-of-way.

Currently, the City has adequate domestic water capacity to serve your proposed development, as depicted on attached site plan sheet C1, dated August 22, 2024.

This confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void unless construction has commenced.

Please call me at (770) 538-2406 should you have any questions.

Sincerely,

*Tracy Robar*

Tracy Robar, PE
Engineering & Construction Services Division Manager

cc: Nick Swafford, Permitting and GIS Services Manager

## Kaitlyn Elliott (Planning)

**From:** Emily McGahee (Environmental Health)
**Sent:** Monday, September 16, 2024 3:52 PM
**To:** Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
**Cc:** Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
**Subject:** HCPC Tentative Agenda 10.21.24

Please find Environmental Health comments below:

Item 1, 6178 Grant Ford Road, Caswell: 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 2A/B, 5563 Waterwood Drive, Brumbelow: Environmental Health performed an existing system evaluation in regards to the proposed mobile home on August 15, 2024 and has no issues with the current 2 bdrm mobile home replacement location.

Item 3, 0/3902 Belmont Hwy, Simpson: No comment.

Item 4, 1780 Hancock Ave Ext, Jones Tree Service: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5, 6619 Lanier Island Pkwy, UHC: The existing onsite sewage management system is sized/approved for 5 employees only.

Item 6A/B, 2811 Athens Hwy, Dunagan: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 7, 0/2010 Candler Road, Dunagan: 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 8, 0/4435 Ridge Road, Puckett: Public sewer. A Food Service permit/plan review may be required depending on businesses proposed. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 9, 5859/5871 Brookton Lula Road, Helton: No comment.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing:  PO Box 5901
Gainesville, GA  30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health  (County Website & Forms)

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## Kaitlyn Elliott (Planning)

**From:** Chavers, Veronica E <VChavers@dot.ga.gov>
**Sent:** Monday, September 16, 2024 5:13 PM
**To:** Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
**Subject:** RE: Tentative Agenda for October 21, 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.

Responses are in red, below.

---

**From:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Sent:** Thursday, September 12, 2024 10:22 AM
**Subject:** Tentative Agenda for October 21, 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 **Tuesday, October 21st, 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 September 19th.** Email comments to Beth (bgarmon@hallcounty.org), Katie (klgreenway@hallcounty.org), and Kaitlyn (kelliott@halllcounty.org)

Thank you!

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – October 7, 2024**

**NEW BUSINESS**

1. **6178 Grant Ford Road | Variance** | 17.240.010. to reduce the front yard setback along Grant Ford Road | on a 1.33± acre tract located on the north side of Grant Ford Road at its intersection with Dove Court | Zoned R-I; Tax Parcel 10011 000057 | **Proposed Use: Single-family residence** | * Commission District 2 | **George Caswell, applicant** No GDOT coordination required.

2. **(A) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the right side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant** No GDOT coordination required.

3. **(B) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the left side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant** No GDOT coordination required.

4. **0 & 3902 Belmont Highway | Amend Conditions of Zoning** | on a 15.75 ± acre tract located on the east side of Belmont Highway approximately 1,770 feet from its intersection with Mountain Creek Road | Zoned PID; Tax Parcels 15013 00074 (pt.) & 000017B | **Proposed Use: Truck parking and office** | ** Commission District 3 | **Gus E. Simpson, applicant** GDOT coordination required.

5. **1780 Hancock Avenue Extension | Use Subject to County Commission Approval** | on a 1.15± acre tract located on the west side of Hancock Avenue at its intersection with Griffin Circle | Zoned I-II (GCOD), Tax Parcel 00137 000005 | **Proposed Use: Outdoor storage |** ** Commission District 4 | **Jones Tree Service, Inc, applicant** No GDOT coordination required.

5. **6619 Lanier Island Parkway | Amend Conditions of Zoning** | on a 3.85± acre tract located on the east side of Lanier Island Parkway at its intersection with Pass Drive | Zoned PCD (GCOD), Tax Parcel 07355 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **UHC of Atlanta North c/o Doug Weston III, applicant** GDOT coordination required

6. **(A) 2811 Athens Highway | Rezone** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Permitted uses in heavy industrial zoning district** | ** Commission District 3 | **Paden M. Dunagan, applicant** GDOT coordination required

   **(B) 2811 Athens Highway | Use Subject to County Commission Approval** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Paden M. Dunagan, applicant** GDOT coordination required

7. **0 & 2010 Candler Road | Rezone** | from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road | Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 | **Proposed Use: Industrial park** | ** Commission District 3 | **Paden M. Dunagan, applicant** GDOT coordination required

8. **0 & 4435 Ridge Road | Rezone** | from Planned Residential Development (PRD) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S, Tax Parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | ** Commission District 1 | **Scott Puckett, Inc., applicant** GDOT coordination required

9. **5859 & 5871 Brookton Lula Road | Rezone** | from Agricultural Residential (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 2.01± acre tract located on the south side of Brookton Lula Road, approximately 311 feet from its intersection with Cleveland Highway | Zoned AR-IV, Tax Parcels 12030 000009E & 000009C | **Proposed Use: Welding business** | ** Commission District 3 | **Jason Helton, applicant.** GDOT coordination required

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, December 12, 2024, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, December 12, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,

**Kaitlyn Elliott**
**Planning Commission Clerk**
**Hall County Community Development and Infrastructure**
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
**Bill Nash, P.E.**

# 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:** September 19, 2024

**Subject:** October 21, 2024 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the October 21, 2024 meeting. Upon review, we provide the following comments.

**NEW BUSINESS**

**1.** **6178 Grant Ford Road | Variance** | 17.240.010. to reduce the front yard setback along Grant Ford Road | on a 1.33± acre tract located on the north side of Grant Ford Road at its intersection with Dove Court | Zoned R-I; Tax Parcel 10011 000057 | **Proposed Use: Single-family residence** | * Commission District 2 | **George Caswell, applicant**

**a.** **Engineering:** No comment
**b.** **Traffic:** No comment
**c.** **Utilities:** Gainesville Service area 6" water line on Grant Ford Road
No sewer in area

**2.** **(A) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the right side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant**

**(B) 5563 Waterwood Drive | Variance** | 17.240.010. to reduce the left side yard setback | on a 0.18± acre tract located on the west side of Waterwood Drive approximately 294 feet from its intersection with West Waterwood Drive | Zoned V-C; Tax Parcel 11131A001313 | **Proposed Use: Single-family residence** | * Commission District 2 | **Marshall Keith & Mychelle Ann Brumbelow, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** Septic tank lot- existing septic system Hall County sewer territory but no sewer system in the area.

3. **0 & 3902 Belmont Highway | Amend Conditions of Zoning** | on a 15.75 ± acre tract located on the east side of Belmont Highway approximately 1,770 feet from its intersection with Mountain Creek Road | Zoned PID; Tax Parcels 15013 00074 (pt.) & 000017B | **Proposed Use: Truck parking and office** | ** Commission District 3 | **Gus E. Simpson, 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**: Hall County service area
      No sewer system in area.

4. **1780 Hancock Avenue Extension | Use Subject to County Commission Approval** | on a 1.15± acre tract located on the west side of Hancock Avenue at its intersection with Griffin Circle | Zoned I-II (GCOD), Tax Parcel 00137 000005 | **Proposed Use: Outdoor storage** | ** Commission District 4 | **Jones Tree Service, 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:** No comment
   c. **Utilities**: Gainesville sewer service area
      Nearest sewer system is South on Griffin Circle.

5. **6619 Lanier Island Parkway | Amend Conditions of Zoning** | on a 3.85± acre tract located on the east side of Lanier Island Parkway at its intersection with Pass Drive | Zoned PCD (GCOD), Tax Parcel 07355 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **UHC of Atlanta North c/o Doug Weston III, applicant**

   a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
      Show FEMA and Hall County studied Flood plains that are present on site.
   b. **Traffic:** No comment
   **c.** **Utilities**: City of Buford service district
      No sewer in area
      On site septic existing

6. **(A) 2811 Athens Highway | Rezone** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Permitted uses in heavy industrial zoning district** | ** Commission District 3 | **Paden M. Dunagan, applicant**

   **(B) 2811 Athens Highway | Use Subject to County Commission Approval** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road

| Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Paden M. Dunagan, 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:** No comments

c. **Utilities**: Hall County Sewer area
Phase 1 of the Pond Fork Sewer Project will bring sewer system to the Roy Park Road intersection at Athens Hwy (US 129). No sewer in the area at the time.

7. **0 & 2010 Candler Road | Rezone** | from Heavy Industrial (I-II) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 59.62± acre tract located on the west side of Candler Road, approximately 1,665 feet from its intersection with Lee Land Road | Zoned I-II (GOCD), Tax Parcels 15031A000001 & 000002 | **Proposed Use: Industrial park** | ** Commission District 3 | **Paden M. Dunagan, 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

**b. Traffic:** GDOT access permit required

c. **Utilities**: Gainesville Sewer area
No sewer nearby

8. **0 & 4435 Ridge Road | Rezone** | from Planned Residential Development (PRD) and Suburban Shopping (S-S) to Planned Commercial Development (PCD) | on a combined 74.38± acre tract located on the east side of Ridge Road at its intersection with Friendship Road | Zoned PRD & S-S, Tax Parcels 08154 000022 & 000017 | **Proposed Use: Mixed-use development** | ** Commission District 1 | **Scott Puckett, Inc., applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Show stream buffer and impervious setback from wrested vegetation not centerline of stream

b. **Traffic:** Hall County commercial standards will apply. This will include but not limited to left and right (decel) lanes. GDOT coordination/comments will also be required due to the proximity to a state controlled intersection.

c. **Utilities**: Friendship Road Sewer. Property lies in the top of the system and will served by that project by Hall County.

9. **5859 & 5871 Brookton Lula Road | Rezone** | from Agricultural Residential (AR-IV) to Planned Industrial Development (PID) & Gateway Corridors Overlay District (GCOD) | on a combined 2.01± acre tract located on the south side of Brookton Lula Road, approximately 311 feet from its intersection with Cleveland Highway | Zoned AR-IV, Tax Parcels 12030 000009E & 000009C | **Proposed Use: Welding business** | ** Commission District 3 | **Jason Helton, applicant.**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GODT approval may be necessary
c. **Utilities**: Hall County service area
No service in the area.

## Kaitlyn Elliott (Planning)

**From:** John Hornick (Fire Services)
**Sent:** Wednesday, September 18, 2024 3:09 PM
**To:** Beth Garmon (CDI: Planning)
**Cc:** Katie L. Greenway (CDI: Planning); Kaitlyn Elliott (Planning); Jerry Smith (Fire Services); Michael Vieira (Fire Services)
**Subject:** Fire Comments

**Tuesday, October 21st, 2024** Hall County Planning Commission Meeting.

**(B) 2811 Athens Highway | Use Subject to County Commission Approval** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) & Gateway Corridors Overlay District (GCOD) | on a 21.21± acre tract located on the east side of Athens Highway approximately 1,556 feet from its intersection with Squires Road | Zoned AR-IV, Tax Parcel 15023 000037 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Paden M. Dunagan, applicant**

Hall County Fire Marshal's Office Comments:

1) The project narrative describes a welding shop structure that will be approximately 70,000 SF however the site plan overview and architectural drawings show building A, the proposed welding shop to be 64,200 SF. The applicant will have to revise the application to show what the building size will be 70,000 SF or 64,200 SF

2) The site plan overview dimensions of building A do not match the dimensions for building A in the architectural drawings, the site plan and architectural dimensions should match. Applicant will have to revise application and include site development and architectural plans that have matching dimensions.

3) In the project narrative the applicant describes the 70,000 SF building as a welding shop while the architect in the architectural plans classifies the occupancy as a mercantile, both the project narrative and architectural drawings will need to reflect the same occupancy classification. Applicant will have to revise application to shown correct occupancy.

4) The Hall County Fire Marshal's Office considers the engineered site development plan conceptual in nature and if approved will have to meet all applicable code requirements of the International Fire Code 2018 edition. Engineered concept plan does not meet fire code as proposed.

5) The Hall County Fire Marshal's Office considers the architectural plan conceptual in nature and if approved will have to meet all the applicable code requirements of Life Safety Code 2018 edition, and International Building Code 2018 edition. Architectural concept plan does not meet fire code as proposed.

6) Architect indicates the welding shop will not have a fire protection system installed. The Hall County Fire Marshal's Office will determine if a fire protection system is required based of accurate code analysis data, construction type, occupancy classification, and building height provided by the architect.

7) The project narrative, engineered site overview, and architectural plans should match.

8) A fire protection system will be required for the 45,000 SF transfer station and 10,000 SF paint building.

9) All 3 buildings will be required to have an emergency responder radio frequency test completed to determine the radio signal strength inside the building, any building failing the test will be required to have a bi-directional antenna system designed, installed, and certified.

10) Additional fire hydrants will have to be installed throughout the development to meet the hose lay distance requirements of the International Fire Code Chapter 5, Section 507

11) Fire apparatus accessibility as shown on the proposed site plan does not meet code requirements of the International Fire Code Chapter 5, Section 503

Regards,

**John Hornick, NPQ Fire Service Plans Examiner 1**

**Lieutenant, Hall County Fire Rescue**
**Hall County Government**
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: PADEN M. DUNAGAN
REQUEST: USE SUBJECT TO COUNTY COMMISSION APPROVAL FOR OUTDOOR STORAGE
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: Jan 21, 2025
Time: 5:15 PM
&
COUNTY COMMISSION
Date: FEB 27, 2025
Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: PADEN M. DUNAGAN
REQUEST: REZONE FROM AR-IV TO I-II FOR PERMITTED USES IN HEAVY INDUSTRIAL ZONING DISTRICT
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: Jan. 21, 2025
Time: 5:15 PM
&
COUNTY COMMISSION
Dat FEB 27, 2025
Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809
Feb 12, 2025 11:21:59
2820 Barrett Road
Gainesville
Hall County
Georgia

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

HALL COUNTY
GEORGIA
*We have it all in Hall*

## 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** SEPT 09, 2024 **AND NO LATER THAN** SEPT 22, 2024.

**THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN** SEPT 22, 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,** Paden M. Dunagan (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 9-10-2024 (Date) **for** PADEN M. DUNAGAN (Name application filed as)

**Signature** _____
(The original document is required)

Revised September 2021

Scanned with CamScanner

# AGENDA ITEM

## Commission Time

**REPORT TO:** **Work Session (02/24/25)**

**REPORT TO:** **Voting Meeting (02/27/25)**

**ITEM NO:** 117/2025

**SUBJECT:** Approve the creation of a seven (7) panel advisory board related to the new courthouse project.

## Meetings:

**Work Session Date:** 02/24/25 **Voting Meeting Date:** 02/27/25

## Executive Summary:

**Presenter:** CGP

**Recommendation:**
n/a

**Purpose of Request:**
Approve the creation of a seven (7) panel advisory board related to the new courthouse project.

**History:**

**Facts and Issues:**
Composition of such Board shall be the Board of Commissioners Chairman, the construction manager/general contractor, and five members will be chosen by the Board of Commissioners Chairman with those members representing different areas of the industry to identify cost savings for the new courthouse project.

**Options:**

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

**Approvals:**

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

**Attachments:**

Agenda Item Request from Commissioner Poole

# Hall County Government
BOARD OF COMMISSIONERS

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288

CHAIRMAN
**David Gibbs**

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

COUNTY ADMINISTRATOR
**Zachary T. Propes**

ASSISTANT
COUNTY ADMINISTRATOR
**Katie Crumley**

ASSISTANT
COUNTY ADMINISTRATOR
**Casey Ramsey**

COUNTY CLERK
**Jennifer Rivera**

I am asking for an item to placed on our 2nd meeting agenda in February. I am asking that it not be on consent agenda and be voted on in a meeting. The language will be as follows.

Appoint a seven-panel advisory board related to the new courthouse project. The chair of the board will be Chairman David Gibbs, and one slot will be reserved for the construction manager / general contractor that will be chosen. The other five members will be chosen by Chairman Gibbs and those members will represent different areas of the industry to help identify cost savings for the courthouse project. A board of this nature was used for the current courthouse and was able to save 15%-20% on the project.

Commissioner Gregg Poole
District 3