



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

**Gainesville Civic Center
830 Green St. NE, Gainesville, GA, 30501
Thursday, October 14, 2021 - 06:00 PM**

Call to Order

Approve Agenda

Invocation

- 1 Chairman Richard Higgins

Pledge

- 2 Commissioner Kathy Cooper

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

Consent Agenda

- 3 Approve the October 11, 2021 Work Session Minutes.
- 4 Approve the September 23, 2021 Voting Meeting Minutes.
- 5 Approve the September 23, 2021 Executive Session Minutes.
- 6 Approve the September 23, 2021 Special Called Meeting Minutes.
- 7 Approve the amendment to the September 9, 2021 Voting Meeting Minutes regarding item 22, to correct a scrivener's error as shown on the revised Minutes.
- 8 Approve the change of location for the October, November, and December Board of Commissioners Meetings (Work Sessions, Voting Meetings, Special Called Meetings, and Executive Sessions) from the Hall County Government Center to the Gainesville Civic Center located at 830 Green Street NE, due to construction at the Hall County Government Center.
- 9 Approve the purchase of bleachers at the East Hall and Mulberry Creek Community Centers for Parks and Leisure Services to SportsCon of Gainesville, GA in the amount of \$51,708.00.
- 10 Approve the renewal of the Intergovernmental Right of Way Maintenance Agreement between Hall County and the Georgia Department of Transportation for maintenance of exits along Interstate 985.

- 11 Approve the purchase of a John Deere Alamo 6110M Boom Mower for the Road Maintenance Division to AG-Pro, LLC of Gainesville, GA in the amount of \$175,934.70.
- 12 Approve the award of IFB #017-42 Plumbing Repair Services for the Building Maintenance Division to Bill Worley Plumbing of Gainesville, GA. The estimated annual cost is \$78,600.00.
- 13 Approve the award of Blackshear Place Library Roof Replacement for the Building Maintenance Division to Garland/DBS, Inc. of Cleveland, OH in the amount of \$145,933.00.
- 14 Approve the Intergovernmental Agreement between Hall County and Jackson County allowing Jackson County to connect their new public safety radio system to the Hall County public safety radio system's core equipment and also participate in annual cost sharing of the shared radio equipment.
- 15 Approve the purchase of twenty-seven (27) Motorola portable radios and accessories for the Emergency Management and 9-1-1/Central Communication Divisions from Motorola Solutions of Schaumburg, IL in the amount of \$115,496.85.
- 16 Approve the award of RFQ #42-006 Demand Services for On-Call Plumbing Contractors for various departments to B&W Mechanical Contractors, Inc. of Lawrenceville, GA and Bill Worley Plumbing, Inc. of Gainesville, GA.
- 17 Approve the award of IFB #023-42 Waste-Refuse Collection Services Annual Contract for various departments to Waste Pro of GA, Inc. in the amount of \$149,489.16.
- 18 Approve the purchase of forty-nine (49) Motorola portable radios and accessories for Hall County Fire and Emergency Services from Motorola Solutions of Schaumburg, IL in the amount of \$229,323.98.
- 19 Approval and authorization for the Chairman to execute a Resolution extending COVID 19 vaccination incentives to December 31, 2021, subject to review and approval by the County Attorney.
- 20 Approve the annual renewal of Medical Stop Loss Coverage with Cigna Healthcare of Atlanta, GA and authorize the Chairman to execute all related documents. The estimated annual premium is \$1,280,855.52.
- 21 Approve the Employment Agreement for the Deputy County Attorney for the Law Department.
- 22 Approve the application of the FY2023 Georgia Department of Transportation Section 5303 Program Metropolitan Planning Grant for the Gainesville-Hall MPO to aid in regional transportation planning in the amount of \$109,698.75, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. A 10% State match of \$10,969.87 will be provided by GDOT. A 10% in-kind match of \$10,969.88 is required and will be provided in staff hours.
- 23 Approve the award of RFQ/P #42-010 Hall County Sheriff's Office Construction Manager at Risk for Construction Management to Sunbelt Builders, Inc. of Covington, GA in the amount of \$1,042,461.00.

- 24 Approve the Extension of a \$451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision - Phase 1. Commission District 1.
- 25 Approve the Extension of a \$721,854.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Stephens Point Subdivision - Phase 1. Commission District 2.
- 26 Approve the Release of a \$56,726.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets in Trinity Falls Phase II Subdivision into Hall County Maintenance. Commission District 1.

County Attorney

- 27 Approval and authorization for the Chairman to execute a Resolution to fix the salary and expenses of the Board of Commissioners of Hall County, and any and all documents necessary to effectuate the change in salary and expenses, subject to review and approval by the County Attorney.

Other Business - Financial Services

- 28 Approval and authorization for the Chairman to execute any and all documents relating to the installment sale financing related to the acquisition of eight (8) Fire Pumper Apparatus for Hall County, Ga., subject to the review and approval of the County Attorney.

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

- 29 Application of Hung Lam to rezone from Agricultural Residential-III (AR-III) to Highway Business (H-B) on a 3.86± acre tract located on the west side of Falcon Parkway approximately 155 feet from its intersection with Chris Avenue; a.k.a. 3818 Falcon Parkway; Zoned AR-III; Tax Parcel 08050 001005. Proposed Use: outdoor storage — boat and RV storage. Commission District 2. NOTE: Tabled at the September 9, 2021 Voting Meeting until the October 14, 2021 Voting Meeting.
- 30 Application of Friends to the Forlorn Pitbull Rescue, Inc. to rezone from Agricultural Residential-IV (AR-IV) to Planned Residential Development (PRD) on a 38.399± acre tract on the west side of Will Wheeler Road approximately 397 feet from its intersection with Ben Lee Road; a.k.a. 5473 and 5453 Will Wheeler Road; Zoned AR-IV; Tax Parcels 11030 000030 and 11030 000032. Proposed Use: animal rescue with residential uses. Commission District 3.
- 31 Application of AK Chan to amend conditions of a previous rezoning on a 16.00± acre tract located on the east side of the intersection of Green Drive and Clarks Bridge Road; a.k.a. 0 Clarks Bridge Road; Zoned R-I; Tax Parcel 10156 000009. Proposed Use: 6-lot subdivision. Commission District 3.
- 32 Application of Intown Home Builders for a Use Subject to County Commission approval on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. Commission District 3.

County Administrator

Commission Time

Adjourn

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



AGENDA ITEM

Invocation

REPORT TO: Work Session (10/11/21)
REPORT TO: Voting Meeting (10/14/21)
ITEM NO: 42/2021
SUBJECT: Chairman Richard Higgins

Meetings:

Work Session Date: 10/11/21 **Voting Meeting Date:** 10/14/21

Executive Summary:

Presenter: CRH
Recommendation:
N/A

Purpose of Request: Invocation
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	Clerk
KR	KR

Attachments:



AGENDA ITEM

Pledge

REPORT TO: Work Session (10/11/21)
REPORT TO: Voting Meeting (10/14/21)
ITEM NO: 63/2021
SUBJECT: Commissioner Kathy Cooper

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: CKC
Recommendation:
N/A

Purpose of Request:
Leading of the Pledge of Allegiance

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	Clerk
KR	KR

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)
REPORT TO: Voting Meeting (10/14/21)
ITEM NO: 554/2021
SUBJECT: Approve the October 11, 2021 Work Session Minutes.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: CA
Recommendation: Approval

Purpose of Request:
Approve the October 11, 2021 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?

Approvals:

Approve	Attorney	Administration	Clerk
JR	VS	ZP	LR

Attachments:



**HALL COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES
Gainesville Civic Center
830 Green St. NE, Gainesville, GA, 30501
Monday, October 11, 2021 - 03:00 PM**

Call to Order

Chairman Higgins at 3:00 p.m.

Present:

Chairman Richard Higgins, Vice Chairman Jeff Stowe and Commissioners Kathy Cooper, Billy Powell, and Shelly Echols

Also present were County Administrator Jock Connell, Assistant County Administrators Marty Nix and Zach Propes, Commission Clerk Lisa Ritchie, Deputy Clerk Jennifer Rivera, County Attorney Van Stephens, and Deputy County Attorney Bill Linkous

Administration

Mr. Connell addressed the Board. He said Administration has three items to discuss. He said Sarah McQuade, Director of Planning and Development, would discuss the first item and he would discuss the two remaining items.

- 1 Approve the amendment to the September 9, 2021 Voting Meeting Minutes regarding item 22, to correct a scrivener's error as shown on the revised Minutes.

Consent

- 2 Approve the change of location for the October, November, and December Board of Commissioners Meetings (Work Sessions, Voting Meetings, Special Called Meetings, and Executive Sessions) from the Hall County Government Center to the Gainesville Civic Center located at 830 Green Street NE, due to construction at the Hall County Government Center.

Consent

Mr. Connell stated that the third item is the Board of Commissioners compensation. He said the item had to be advertised three times before it could appear on the agenda. It will appear on Thursday, October 14, 2021, Voting Meeting Agenda for consideration.

Community Services and Parks

Mike Little, Director of Community Services, addressed the Board.

- 3 Approve the purchase of bleachers at the East Hall and Mulberry Creek Community Centers for Parks and Leisure Services to SportsCon of Gainesville, GA in the amount of \$51,708.00.

Consent

Corrections and Maintenance

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

- 4 Approve the renewal of the Intergovernmental Right of Way Maintenance Agreement between Hall County and the Georgia Department of Transportation for maintenance of exits along Interstate 985.

Consent

- 5 Approve the purchase of a John Deere Alamo 6110M Boom Mower for the Road Maintenance Division to AG-Pro, LLC of Gainesville, GA in the amount of \$175,934.70.

Consent

- 6 Approve the award of IFB #017-42 Plumbing Repair Services for the Building Maintenance Division to Bill Worley Plumbing of Gainesville, GA. The estimated annual cost is \$78,600.00.

Consent

- 7 Approve the award of Blackshear Place Library Roof Replacement for the Building Maintenance Division to Garland/DBS, Inc. of Cleveland, OH in the amount of \$145,933.00.

Consent

Emergency Management

Casey Ramsey, Director of Emergency Management Agency (EMA), addressed the Board.

- 8 Approve the Intergovernmental Agreement between Hall County and Jackson County allowing Jackson County to connect their new public safety radio system to the Hall County public safety radio system's core equipment and also participate in annual cost sharing of the shared radio equipment.

Mr. Ramsey stated that Jackson County approved the item at their September 20, 2021 Meeting.

- 9 Approve the purchase of twenty-seven (27) Motorola portable radios and accessories for the Emergency Management and 9-1-1/Central Communication Divisions from Motorola Solutions of Schaumburg, IL in the amount of \$115,496.85.

Consent

Financial Services

Dena Bosten, Director of Financial Services, addressed the Board.

- 10 Approve the award of RFQ #42-006 Demand Services for On-Call Plumbing Contractors for various departments to B&W Mechanical Contractors, Inc. of Lawrenceville, GA and Bill Worley Plumbing, Inc. of Gainesville, GA.

Consent

- 11 Approve the award of IFB #023-42 Waste-Refuse Collection Services Annual Contract for various departments to Waste Pro of GA, Inc. in the amount of \$149,489.16.

Consent

- 12 Approval and authorization for the Chairman to execute any and all documents relating to the installment sale financing related to the acquisition of eight (8) Fire Pumper Apparatus for Hall County, Ga., subject to the review and approval of the County Attorney.

Discussion

Fire and Emergency Services

Chris Armstrong, Fire Chief, addressed the Board.

- 13 Approve the purchase of forty-nine (49) Motorola portable radios and accessories for Hall County Fire and Emergency Services from Motorola Solutions of Schaumburg, IL in the amount of \$229,323.98.

Consent

Human Resources

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

- 14 Approval and authorization for the Chairman to execute a Resolution extending COVID 19 vaccination incentives to December 31, 2021, subject to review and approval by the County Attorney.

Consent

- 15 Approve the annual renewal of Medical Stop Loss Coverage with Cigna Healthcare of Atlanta, GA and authorize the Chairman to execute all related documents. The estimated annual premium is \$1,280,855.52.

Consent

- 16 Approve the Employment Agreement for the Deputy County Attorney for the Law Department.

Consent

Planning and Development

Sarah McQuade, Director of Planning and Development, addressed the Board.

- 17 Approve the application of the FY2023 Georgia Department of Transportation Section 5303 Program Metropolitan Planning Grant for the Gainesville-Hall MPO to aid in regional transportation planning in the amount of \$102,531.26, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. A 10% State match of \$10,253.12 will be provided by GDOT. A 10% in-kind match of \$10,253.13 is required and will be provided in staff hours.

Consent

- 18 Application of Hung Lam to rezone from Agricultural Residential-III (AR-III) to Highway Business (H-B) on a 3.86± acre tract located on the west side of Falcon Parkway approximately 155 feet from its intersection with Chris Avenue; a.k.a. 3818 Falcon Parkway; Zoned AR-III; Tax Parcel 08050 001005. Proposed Use: outdoor storage — boat and RV storage. Commission District 2. NOTE: Tabled at the September 9, 2021 Voting Meeting until the October 14, 2021 Voting Meeting.
- 19 Application of Friends to the Forlorn Pitbull Rescue, Inc. to rezone from Agricultural Residential-IV (AR-IV) to Planned Residential Development (PRD) on a 38.399± acre tract on the west side of Will Wheeler Road approximately 397 feet from its intersection with Ben Lee Road; a.k.a. 5473 and 5453 Will Wheeler Road; Zoned AR-IV; Tax Parcels 11030 000030 and 11030 000032. Proposed Use: animal rescue with residential uses. Commission District 3.

Ms. McQuade stated that the applicant has requested to have the item withdrawn.

- 20 Application of AK Chan to amend conditions of a previous rezoning on a 16.00± acre tract located on the east side of the intersection of Green Drive and Clarks Bridge Road; a.k.a. 0 Clarks Bridge Road; Zoned R-I; Tax Parcel 10156 000009. Proposed Use: 6-lot subdivision. Commission District 3.
- 21 Application of Intown Home Builders for a Use Subject to County Commission approval on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. Commission District 3.

Public Works and Utilities

Srikanth Yamala, Director of Public Works and Utilities, addressed the Board.

- 22 Approve the award of RFQ/P #42-010 Hall County Sheriff's Office Construction Manager at Risk for Construction Management to Sunbelt Builders, Inc. of Covington, GA in the amount of \$1,042,461.00.

Consent

- 23 Approve the Extension of a \$451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision - Phase 1. Commission District 1.

Consent

- 24 Approve the Extension of a \$721,854.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Stephens Point Subdivision - Phase 1. Commission District 2.

Consent

- 25 Approve the Release of a \$56,726.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets in Trinity Falls Phase II Subdivision into Hall County Maintenance. Commission District 1.

Consent

County Administrator

Mr. Connell did not have any items to report.

Public Comments

Douglas Aiken, 6230 Brady Road, Murrayville, addressed the Board.

Commission Time

The Commissioners did not have any items to report.

Adjourn

Chairman Higgins adjourned the meeting at 3:23 p.m.

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AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)
REPORT TO: Voting Meeting (10/14/21)
ITEM NO: 555/2021
SUBJECT: Approve the September 23, 2021 Voting Meeting Minutes.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: CA
Recommendation: Approval

Purpose of Request:
Approve the September 23, 2021 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?

Approvals:

Approve	Attorney	Administration	Clerk
JR	VS	ZP	LR

Attachments:



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, September 23, 2021 - 06:00 PM

Call to Order

Chairman Higgins at 6:05 p.m.

Present:

Chairman Richard Higgins, Vice Chairman Jeff Stowe and Commissioners Kathy Cooper, Billy Powell, and Shelly Echols

Also present were County Administrator Jock Connell, Assistant County Administrators Marty Nix and Zach Propes, Commission Clerk Lisa Ritchie, and County Attorney Van Stephens

Approve Agenda

Commissioner Cooper/Commissioner Stowe — approve with the following amendments:

- *move item 27 prior to item 19 (from the last item under Public Hearings to amend Hall County's Zoning Map to the first item)*

Invocation

- 1 Chairman Richard Higgins

Pledge

- 2 Commissioner Jeff Stowe

Public Comments

There were no comments from the public.

Consent Agenda

Commissioner Stowe /Commissioner Powell — approve — unanimous

- 3 Approve the September 20, 2021 Work Session Minutes.

- 4 Approve the September 9, 2021 Voting Meeting Minutes.
- 5 Approve the September 9, 2021 Executive Session Minutes.
- 6 Approve the September 9, 2021 Special Called Meeting Minutes.
- 7 Approve the renewal of annual contract for IFB #036-41-1 Concrete Pipe Annual Contract for the Hall County Road Maintenance Division to Ferguson Waterworks of Norcross, GA in the amount of \$130,000.00.
- 8 Approve the application, award and any supplemental funding of the FY 2022 Victims of Crime Act (VOCA) Grant for the District Attorney's Office to provide direct support to crime victims in the amount of \$115,885.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.
- 9 Approve the purchase of five (5) 2021 Ford F150 Responder Trucks for Fire and Emergency Services to Brannen Motor Company of Unadilla, GA in the amount of \$181,000.00.
- 10 Approve the request from Lake Lanier Association, for a waiver of Hall County Landfill tipping fees for an approximate 35 tons of trash to be collected (the estimated tipping fees are \$1,600.00) during the Shore Sweep, scheduled for September 25, 2021.
- 11 Approve the renewal of annual contract for RFP #39-018 Demand Services for On-Call Public Works Contractors for various County departments to E.R. Snell Contractor, Inc. of Snellville, GA, Griffin Bros., Inc. of Maysville, GA, Lanier Contracting Co. of Suwanee, GA, and Simpson's Trucking and Grading, Inc. of Gainesville, GA.
- 12 Approve the renewal of annual contract for RFP #37-004 Operation Services for the Hall County Sewer System for the Public Works and Utilities Department to Clearwater Solutions, LLC of Auburn, AL. The estimated annual cost is \$320,000.00.
- 13 Approve the purchase of two (2) 2022 Ford Explorers for the Hall County Engineering Division to Allan Vigil Ford Lincoln of Morrow, GA in the amount of \$61,916.00.
- 14 Approve the purchase of two (2) 2021 Ford F150 Responder Trucks and ten (10) 2021 Ford Interceptors for the Hall County Sheriff's Office to Brannen Motor Company of Unadilla, GA in the amount of \$406,800.00.
- 15 Approve the purchase of a 2016 Chevrolet Suburban for the Hall County Sheriff's Office to The Armored Group, LLC of Phoenix, AZ in the amount of \$125,000.00.
- 16 Approve the application, award and any supplemental funding of the FY 2022 Victims of Crime Act (VOCA) Grant for the Solicitor's Office to provide direct support to crime victims in the amount of \$158,844.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Other Business - County Attorney

Mr. Stephens addressed the Board.

- 17 Public Hearing for approval and authorization for the Chairman to execute a Resolution abandoning the entirety of Hillcrest Lane and a portion of Hillcrest Drive from its intersection with Hillcrest Lane to its intersection with White Sulfur Road and any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Mr. Stephens conducted the Public Hearing.

There were no comments from the public.

Commissioner Echols/Commissioner Stowe — approve — unanimous

- 18 Public Hearing for approval and authorization for the Chairman to execute a Resolution abandoning a portion of a public road between Point View Circle and Fork Road located within Land Lot 87 of the 10th District Hall County and any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Mr. Stephens conducted the Public Hearing.

There were no comments from the public.

Commissioner Powell/Commissioner Stowe — approve — unanimous

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

i. Sarah McQuade, Director of Planning and Development, addressed the Board.

- 27 Application of Pulte Group to rezone from Agricultural Residential-IV (AR-IV) to Planned Residential Development (PRD) on a 54.03± acre tract located on the west side of Spout Springs Road at its intersection with Williams Road; a.k.a. 7095, 7099, & 7103 Spout Springs Road; Zoned AR-IV; Tax Parcels 15042 000015, 000015A & 15041 000010. Proposed Use: 144 lot single family subdivision. Commission District 1.

This item was moved to this location during the adoption of the agenda.

Mr. Stephens introduced the item. Ms. McQuade discussed the item. Mr. Stephens conducted the Public Hearing.

The following people addressed the Board:

Favor:

- *Brian Rochester, Rochester & Associates, 425 Oak Street*

Opposition:

- *Judy Whitehead, 6419 Sycamore Drive*
- *Tom McDermott, 7250 Grand Reunion*
- *Gary Hodges, 7316 Grant Reunion Drive*
- *Sandra Norris, 5158 Peacock Lane*

Mr. Rochester addressed the Board to rebut the oppositional comments. He

recommended that the Commission never get into zoning Home Owner's Association issues.

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

Conditions:

- 1. The development shall generally occur as depicted on the site plan and described in the project narrative, modified for compliance with zoning conditions and Hall County regulations.*
- 2. The proposed residential development shall conform to §17.180.060 Planned Residential Development (PRD) standards with the exception of those items specifically addressed in the project narrative.*
- 3. There shall be no more than 140 total units in the development.*
- 4. The following standards shall apply to the development:*
 - a. Setbacks:*
 - 1. Front: 15 feet from property line*
 - 2. Side: 5 feet from property line*
 - 3. Rear: 20 feet from property line*
 - b. Open Space: minimum of 14.3 acres (25%)*
 - c. Buffers: A 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 Buffers shall be established as follows:*
 - i. A minimum of 50 foot planted buffer shall be established along the exterior property lines beginning at the right-of-way of Spout Springs Road and extending into the property 175 feet.*
 - ii. A minimum of 50 foot planted buffer shall be established along the exterior property line abutting the existing residential lots within Reunion.*
 - iii. The buffer shall not be required adjoining the golf course, Reunion open space, nor the electric substation.*
 - iv. All other property lines shall have a minimum 25 foot planted buffer. The planted buffers shall conform to the requirements as described in section 17.260.020 titled Vegetation Buffers and Vision Clearance.*
 - d. Architectural standards: All facades of all residences, shall be finished with brick, stone, stucco, wood siding, wood shakes, or fiber cement type siding. The front facades shall incorporate changes in building material, texture, and/or color. Vinyl siding on all residential and non-residential buildings shall be prohibited.*
- 5. The proposed development shall not connect to Reunion Subdivision via an entrance onto Grand Reunion Drive and there will be no golf cart path connected otherwise.*
- 6. The applicant shall coordinate with Hall County Engineering regarding to Phase 2 of the Spout Springs Road widening project and additional improvements/requirements may be necessary.*
- 7. All costs associated with any required right-of-way improvements shall be the Developer's responsibility.*
- 8. The proposed development driveway must be reviewed, approved and permitted by the Georgia Department of Transportation and/or Hall County Traffic Engineering.*

9. *All conditions of zoning shall be made part of any plats created for the property.*
10. *Developer shall construct an amenity consisting of a Cabana, swimming pool, and two pickleball courts. The proposed pocket park shall contain a tot-lot.*
11. *The minimum house size shall be 2,000 square feet of heated floor space.*
12. *A limit of 10% of the 140 homes, within the development, may be rented at any one time. The applicant is agreeable to this condition.*
13. *No government subsidies for housing shall be allowed within the development.*

- 19 Application of FIDES Development to rezone from Agricultural Residential-III (AR-III) and Vacation Cottage (V-C) to Planned Residential Development (PRD) on a 16.28 acre tract located at the terminus of North Waterworks Road, Seymour Circle, and Seymour Drive; a.k.a. 3450 North Waterworks Road; Zoned AR-III and V-C; Tax Parcel 08167 005002. Proposed Use: mixed use residential development. Commission District 1. NOTE: Tabled at the September 9, 2021 Voting Meeting until the September 23, 2021 Voting Meeting.

Commissioner Cooper/Commissioner Stowe — approve removing item 19 from the table — unanimous

Mr. Stephens introduced the item. Ms. McQuade stated that the applicant asked to have the item tabled, further, to October 28, 2021 Voting Meeting.

Commissioner Cooper/Commissioner Powell — approve tabling item 19 until the October 28, 2021 Voting Meeting — unanimous

Commissioner Powell/Commissioner Stowe - approve moving item 26 up to follow this item - unanimous

- 26 Application of Lanier Luxe Self Storage to rezone from Residential-I (R-I) and Agricultural Residential-III (AR-III) to Highway Business (H-B) on a 9.862± acre tract located on the north side of Browns Bridge Road at its intersection with Cherokee Trail; a.k.a. 4152 Browns Bridge Road; Zoned R-I & AR-III; Tax Parcel 08050 003002. Proposed Use: self-storage warehouse. Commission District 2.

Mr. Stephens introduced the item. Ms. McQuade discussed the item. Mr. Stephens conducted the Public Hearing.

The following people addressed the Board:

Favor:

- *Kent Henderson, 6071 Mount Vernon Road*

Opposition:

- *Eric Quiros, 4117 Greyfield Bluff Drive,*
- *Ken Specht, 4174 Cumberland Point Drive*
- *Ron Petty, 4269 Cherokee Trail*
- *Frank Davis, 4268 Park Englett Drive*

Mr. Henderson addressed the Board to rebut the oppositional comments.

Commissioner Powell asked Mr. Myers, Developer's Engineer, to address to the

Board to answer questions.

Commissioner Powell/Commissioner Stowe — approve with the eleven (11) conditions listed below

Vote: 3 to 2

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — nay

Commissioner Echols — nay

Commissioner Stowe — aye

Motion passed.

Conditions:

- 1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.*
- 2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District. No variances are granted as part of this application.*
- 3. The entrance for the proposed development shall be from Browns Bridge Road, no entrance shall be permitted on Cherokee Trail.*
- 4. The caretaker residence shall meet all conditions as provided in section 17.350.120. of the Official Code of Hall County.*
- 5. All conditions of zoning shall be made part of any plat created for the property.*
- 6. The development shall have decorative metal fencing with stone or brick columns along Browns Bridge Road and Cherokee Trail. There shall be a 6 foot high black vinyl chain link fence along all other property lines.*
- 7. All buildings facing Cherokee Trail, Browns Bridge Road, and Cumberland on Lanier residents shall adhere to Gateway Corridor Standards and all building materials and colors shall be approved by the Planning Director.*
- 8. The hours of operation shall be 7:00am to 10:00pm.*
- 9. There shall be a 50 foot, heavily planted buffer, including existing trees, on Cherokee Trail and Greyfield Bluff Drive subject to the Planning Director's direction.*
- 10. All lighting shall be non-spill with motion sensors adjacent to all residential lots with minimal security lighting where necessary.*
- 11. Unit D shall be reduced in length by 50% with the 50% removed being the closest part to Browns Bridge Road.*

- 20 Application of James G. Major for a Use Subject to County Commission approval on a 31.15± acre tract located on the east side of Hog Mountain Road approximately 1,236 feet from its intersection with Blackjack Road; a.k.a. 5692 Hog Mountain Road; Zoned AR-III; Tax Parcel 08136 000002. Proposed Use: 3 lot subdivision. Commission District 1.

Mr. Stephens introduced the item. Ms. McQuade discussed the item. Mr. Stephens conducted the Public Hearing.

The following people addressed the Board:

Favor:

- *Ronnie Rodriguez, 3010 Hamilton Mill Road, Buford*

Commissioner Cooper/Commissioner Echols — approve with the three (3) conditions listed below — unanimous

Conditions:

- 1. Prior to the issuance of any building permits on any tract, a recorded plat shall be required.*
- 2. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."*
- 3. All conditions of zoning shall be made part of any plat created for the subdivision.*

- 21 Application of James and Stacey Thompson for a Use Subject to County Commission approval on a 0.28± acre tract located on the south side of Samoa Way approximately 226 feet from its intersection with Paradise Point Road; a.k.a. 6416 Samoa Way; Zoned R-I; Tax Parcel 08141 001010. Proposed Use: accessory structures with no primary residence. Commission District 1.

Mr. Stephens introduced the item. Ms. McQuade discussed the item. Mr. Stephens conducted the Public Hearing.

The following people addressed the Board:

Favor:

- *James Thompson, 6420 Samoa Way*

Commissioner Cooper/Commissioner Powell — approve with the four (4) conditions listed below — unanimous

Conditions:

- 1. The applicant shall combine via a recorded plat the vacant lot with parcel 08141 001009, where the applicant's primary residence is located.*
- 2. The 12 foot by 28 foot storage building shall receive a retroactive building permit.*
- 3. The applicant shall choose to have a vegetative buffer or construct or a wood fence buffer between this lot and the neighboring parcel, 08141 001011.*
- 4. Applicant shall have the combination survey recorded and property brought into compliance within 120 days after Board of Commission meeting or shall be subject to citations.*

- 22 *Appeal of the Planning Commission's approval of Mark Skelton for a right side yard setback variance from 15 feet to 7 feet on a 6.41± acre tract located on the north side of L J Martin Road approximately 1,235 feet from its intersection with Strickland Road; a.k.a. 5301 L J Martin Drive; Zoned AR-III; Tax Parcel 15037 000031. Proposed Use: 3-lot subdivision. Commission District 1.*

Mr. Stephens introduced the item. Ms. McQuade stated that Mr. Skelton requested to withdraw the appeal.

Commissioner Cooper/Commissioner Stowe — approve withdrawing the appeal — unanimous

- 23 *Application of Mark Skelton to rezone from Agricultural Residential-III (AR-III) to Residential-I (R-I) on a 6.41± acre tract located on the north side of L J Martin Road approximately 1,235 feet from its intersection with Strickland Road; a.k.a. 5301 L J Martin Road; Zoned AR-III; Tax Parcel 15037 000031. Proposed Use: 3-lot subdivision. Commission District 1. NOTE: Tabled at the August 26, 2021 Voting Meeting to the September 23, 2021 Voting Meeting.*

Commissioner Stowe/Commissioner Echols — approve removing item 23 from the table — unanimous

Mr. Stephens introduced the item. Ms. McQuade discussed the item. Mr. Stephens conducted the Public Hearing.

The following people addressed the Board:

Favor:

- *Jane Range, 200 EE Butler Parkway, Gainesville*

Opposition:

- Gary Newsome, 5265 LJ Martin Drive, Gainesville

Mr. Skelton, 5301 LJ Martin Drive, addressed the Board to rebut the oppositional comment.

Ms. Range addressed the Board to rebut the oppositional comment.

Commissioner Cooper/Commissioner Echols — approve with the eleven (11) conditions listed below — unanimous

Conditions:

- 1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.*
- 2. The document titled Restrictive Land Use Covenants for the L. J. Martin Development Project shall be recognized as part of the zoning conditions for the development.*
- 3. The subdivision shall be limited to 3 residential lots.*
- 4. Minimum lot size shall be 35,000 square feet.*
- 5. The minimum heated area shall be 2,500 square feet for a one-story home, 3,000 square feet for a two-story home including those with a basement or terrace level.*
- 6. All homes shall include a two-car garage or carport with side entry.*
- 7. Exterior finishes of the homes shall be brick, stone, or Hardie siding/panel or similar. Stucco and vinyl siding are prohibited.*
- 8. All conditions of zoning shall be made a part of any plat of the property.*
- 9. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."*
- 10. The structure located on lot 1 and identified as "wood frame building" shall demolished or the applicant shall be approved for a variance for the structure prior to the recording of any plats for the 3 lot subdivision.*
- 11. There shall be a 25-foot buffer established on the exterior side property lines for lots 2 and lot 3, from LJ Martin Road to the rear property line.*

- 24 Application of McKinley Homes US, LLC to rezone from Planned Commercial Farm District (PCFD) to Planned Commercial Development (PCD) on a 4.19± acre tract located on the west side of Spout Springs Road at its intersection with Lancaster Crossing; a.k.a. 6803 Spout Springs Road; Zoned PCFD; Tax Parcel 15042 000009(pt.). Proposed Use: retail development. Commission District 1.

Mr. Stephens introduced items 24 and 25. Ms. McQuade discussed items, 24 and 25. Mr. Stephens conducted the Public Hearings.

The following people addressed the Board regarding items 24 and 25:

Favor:

- *Steve Gilliam of Smith, Gilliam, Williams & Miles, P.A., 301 Green Street, Gainesville*

Commissioner Cooper/Commissioner Powell — approve item 24 with the six (6) conditions listed below — unanimous

Conditions:

- 1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.*
- 2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District.*
- 3. Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.*
- 4. Building height shall be limited to 3-stories.*
- 5. All building materials and colors shall be approved by the Planning Director prior to any construction.*
- 6. All conditions of zoning shall be made part of any plat created for the property.*

- 25 *Application of McKinley Homes US, LLC to rezone from Agricultural Residential-III (AR-III) and Planned Commercial Farm District (PCFD) to Planned Residential Development (PRD) on a 162.36± acre tract located on the west side of Spout Springs Road at its intersection with Lancaster Crossing; a.k.a. 6863 and 6803 Spout Springs Road; Zoned AR-IV & PCFD; Tax Parcel 15042 000009(pt.) and 000010. Proposed Use: 393 lot single family attached and detached development. Commission District 1.*

Commissioner Cooper/Commissioner Powell — approve item 25 with the eight (8) conditions listed below — unanimous

Conditions:

- 1. The development shall generally occur as depicted on the site plan and described in the project narrative, modified for compliance with zoning conditions, Hall County regulations, and any other regulatory agencies at time of development.*
- 2. The development shall not exceed an overall site density of 2.41 units per acre.*
- 3. The following standards shall apply to the development:*
 - a. There shall be a maximum of 100 single-family attached (townhome)units for the development.*
 - b. Single-Family Attached units, rear entry:*
 - i. Minimum lot size — 20' x 100' (2,000 square feet)*
 - ii. Setbacks:*
 - 1. Front — 10 feet from property line*

- 2. Side — 10 feet from property line
- 3. Rear — 25 feet from the portion of the sidewalk closest to the residence
- iii. Minimum heated floor area — 1,600 square feet
- c. Single-Family Attached units, front entry:
 - i. Minimum lot size — 24' x 83.33' (2,000 square feet)
 - ii. Setbacks:
 - 1. Front — 25 feet from property line
 - 2. Side — 10 feet from property line
 - 3. Rear — 25 feet from the portion of the sidewalk closest to the residence
 - iii. Minimum heated floor area — 1,600 square feet
 - iv. Garage door width of each unit may not exceed 67% of the overall front elevation
- d. Single-Family Detached:
 - i. 265 total units
 - ii. Minimum lot size — 50' x 160' (8,000 square feet)
 - iii. Setbacks:
 - 1. Front — 25 feet from property line
 - 2. Side — 5 feet from property line or 10-foot building separation
 - 3. Rear — 20 feet from property line
 - iv. Minimum heated floor area — 2,000 square feet
 - v. Garage doors to be recessed a minimum of 2 feet behind the front roof plane
- 4. The architectural renderings submitted as part of the request shall be used as a style guide for the development.
- 5. The applicant shall coordinate with Hall County Public Works and the Georgia Department of Transportation regarding any road improvements required as part of traffic study or are determined as part of the development review process.
- 6. The single-family attached units shall be offset by two (2) feet, every two (2) units.
- 7. Applicant shall have a total of four sales offices; two for the single-family attached residences and two for the single-family detached residences.
- 8. All conditions of zoning shall be made part of any plats created for the development.

26 ~~Application of Lanier Luxe Self Storage to rezone from Residential-I (R-I) and Agricultural Residential-III (AR-III) to Highway Business (H-B) on a 9.862± acre tract located on the north side of Browns Bridge Road at its intersection with Cherokee Trail; a.k.a. 4152 Browns Bridge Road; Zoned R-I & AR-III; Tax Parcel 08050-003002. Proposed Use: self-storage warehouse. Commission District 2.~~

Item 26 was moved up and heard after item 19.

27 ~~Application of Pulte Group to rezone from Agricultural Residential-IV (AR-IV) to Planned Residential Development (PRD) on a 54.03± acre tract located on the west side of Spout Springs Road at its intersection with Williams Road; a.k.a. 7095, 7099, & 7103 Spout Springs Road; Zoned AR-IV; Tax Parcels 15042-000015, 000015A & 15041-000010. Proposed Use: 144 lot single family subdivision. Commission District 1.~~

Item 27 was moved prior to item 19 during the adoption of the agenda.

County Administrator

Mr. Connell addressed the Board and stated the following:

- *The Elections Department received the Phoenix Award*
- *Due to constructions, all Board of Commissioner and Planning Commission Meetings, through the end of the year (October, November, and December) will be held at the Gainesville Civic Center.*

Commission Time

The Commissioners did not have any items to report.

Adjourn

Commissioner Powell/Commissioner Stowe — adjourn at 8:21 p.m. — unanimous

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

Consent Agenda

REPORT TO: Work Session (10/11/21)
REPORT TO: Voting Meeting (10/14/21)
ITEM NO: 557/2021
SUBJECT: Approve the September 23, 2021 Executive Session Minutes.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: CA
Recommendation:
Approve

Purpose of Request:
Approve the September 23, 2021 Executive Session Minutes.

History:

Facts and Issues:
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 [Â§ 50-14-1 (a)(2)].

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	Attorney	Administration	Clerk
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Approve	Attorney	Administration	Clerk
JR	VS	ZP	LR

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 556/2021

SUBJECT: Approve the September 23, 2021 Special Called Meeting Minutes.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: CA

Recommendation: Approval.

Purpose of Request:
Approve the September 23, 2021 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?

Approvals:

Approve	Attorney	Administration	Clerk
JR	VS	ZP	LR

Attachments:



**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, September 23, 2021 - 05:30 PM**

Call to Order

Chairman Higgins at 5:30 p.m.

Present:

Chairman Richard Higgins, Vice Chairman Jeff Stowe and Commissioners Kathy Cooper, Billy Powell, and Shelly Echols

Also present were County Administrator Jock Connell, Assistant County Administrators Marty Nix and Zach Propes, Commission Clerk Lisa Ritchie, and County Attorney Van Stephens

Executive Session

Commissioner Stowe/Commissioner Powell - to go into Executive Session at 5:30 p.m. - unanimous

- 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 Cooper/Commissioner Echols — to adjourn the Executive Session at 6:00 p.m. - unanimous

Adjourn

Commissioner Echols/Commissioner Stowe - adjourn the Special Called Meeting at 6:00 p.m. — unanimous

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AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 540/2021

SUBJECT: Approve the amendment to the September 9, 2021 Voting Meeting Minutes regarding item 22, to correct a scrivener's error as shown on the revised Minutes.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: SM

Recommendation: Approval

Purpose of Request:
Approve the amendment to the September 9, 2021 Voting Meeting Minutes regarding item 22, to correct a scrivener's error as shown on the revised Minutes.

History:

Facts and Issues:
The approved September 9, 2021 Voting Meeting Minutes did not include the correct conditions as approved in the Voting Meeting due to a scrivener's error. The amended Minutes have the corrected conditions which are conditions 3 and 4.

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
LR	VS	ZP	LR

Attachments:

September 9, 2021 Revised Voting Meeting Minutes



**HALL COUNTY BOARD OF COMMISSIONERS
VOTING MEETING SUMMARY 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, September 09, 2021 - 06:00 PM**

Call to Order

Chairman Higgins at 6:04 p.m.

Approve Agenda

Commissioner Powell/Commissioner Echols — approve — unanimous

Invocation

- 1 Chairman Richard Higgins

Pledge

- 2 Commissioner Shelly Echols

Public Comments

There were no comments from the public.

Consent Agenda

Commissioner Echols/Commissioner Powell — approve — unanimous

- 3 Approve the September 7, 2021 Special Called Work Session Minutes.
- 4 Approve the August 26, 2021 Voting Meeting Minutes.
- 5 Approve Change Order #1 to add light fixtures and light fixture installation services to Project #G104601 Hall County Government Center HVAC Renovation and Ceiling Tile/Grid Replacement to Trane U.S. Inc. of Doraville, GA in the amount of \$2,455,520.00.
- 6 Approve the contract for the Hall County Government Center 4th Floor Renovations to Trane U.S. Inc. of Doraville, GA in the amount of \$1,481,187.00, subject to review by the County Attorney.
- 7 Approve the award of IFB #007-42 Electrical Repair Services Annual Contract for various county departments to DeHart and Hill Electric, Inc. of Cumming, GA. The

estimated annual cost is \$67,000.00.

- 8 Approve the award of IFB #008-42 Elevator Repair Services Annual Contract to Mowrey Elevator Company of Marietta, GA. The estimated annual cost is \$59,000.00.
- 9 Approve the award of IFB #015-42 Overhead Door Maintenance and Repair Annual Contract to Top Notch Dock & Door of Oakwood, GA. The estimated annual cost is \$54,000.00.
- 10 Approve the Master Software Subscription and Services Agreement for a new case management system for the Hall County Superior and State Court, Magistrate Court, and Clerk of Superior and State Court with ICON Hold Co. of Suwanee, GA in the amount of \$223,400.00, subject to review by the County Attorney.
- 11 Approve the Intergovernmental Agreement between Hall County and the Gainesville and Hall County Development Authority for the Georgia Department of Community Affairs Community Development Block Grant Coronavirus (CDBG-CV) for the Georgia Mountain Food Bank and to authorize the Chairman to execute the agreement.
- 12 Approve the Resolution authorizing the assignment of Fund Balance for FY 2021.
- 13 Approve the award of IFB #013-42 Inmate Clothing & Related Items for the Hall County Correctional Institute and the Hall County Sheriff's Office to Victory Supply, LLC of Mount Pleasant, TN, Tabb Textiles Co., Inc. of Opelika, AL and Bob Barker Co., Inc. of Fuquay-Varina, NC. The estimated annual cost is \$80,000.00.
- 14 Approve the contract extension for Ambulance Billing Services for Hall County Fire and Emergency Services with Fire Recovery EMS of Arlington Heights, IL.
- 15 Approve the award of IFB #006-42 Disposable EMS Supply for Hall County Fire and Emergency Services to Bound Tree Medical, LLC of Dublin, OH. The estimated annual cost is \$352,000.00.
- 16 Approve the annual renewal for support and maintenance for the Mitel VOIP phone system to CNP Technologies of Charlotte, NC in the amount of \$75,575.30.
- 17 Approve Change Order #1 for right-of-way services for the Sardis Road Connector project to Croy Engineering Inc. of Marietta, GA in the amount of \$121,700.00. Commission District 2.
- 18 Approve Change Order #4 to redesign the intersection on Sardis Road Connector at Sardis Road from a signalized intersection to a turbo roundabout to WSP USA Inc. of Atlanta, GA in the amount of \$152,862.25. Commission District 2.
- 19 Approve the award of Task Order 2021-01 under RFP/Q #42-002 Demand Services for Resurfacing, Paving, and Full Depth Reclamation of various county roads for 2021 resurfacing program to Allied Paving Contractors, Inc. of Pendergrass, GA in the amount of \$6,647,543.94.
- 20 Approve the award of RFP #42-007 Reappraisal & Equalization Assistance for Certain Real Property for the Tax Assessor's Office to GMASS of Norwood, GA. The estimated cost is \$333,227.00.

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

- 21 Application of Hung Lam to rezone from Agricultural Residential-III (AR-III) to

Highway Business (H-B) on a 3.86± acre tract located on the west side of Falcon Parkway approximately 155 feet from its intersection with Chris Avenue; a.k.a. 3818 Falcon Parkway; Zoned AR-III; Tax Parcel 08050 001005. Proposed Use: outdoor storage — boat and RV storage. Commission District 2. NOTE: Tabled at the August 26, 2021 Voting Meeting until the September 9, 2021 Voting Meeting.

Commissioner Powell/Commissioner Echols — approve removing item 21 from the table — unanimous

Mr. Stephens introduced the item. Ms. McQuade discussed the item. She stated that the applicant wishes to have the item tabled until the October 14, 2021 Voting Meeting.

Commissioner Powell/Commissioner Cooper — approve tabling item 21 to the October 14, 2021 Voting Meeting — unanimous

- 22 Application of Solidum Holdings, LLC to rezone from Planned Residential Development (PRD), Residential-III (R-II), and Agricultural Residential-IV (AR-IV) to Planned Industrial Development (PID) on a 105± acre tract located on the west side of Barrett Road at its intersection with Dorsey Peek Road; a.k.a. 2661 Barrett Road and 2545 Athens Highway; Tax Parcels 15023 000216 and 15023 000018A. Proposed Use: mixed-use commercial and industrial development. Commission District 3.

Mr. Stephens introduced the item. Ms. McQuade discussed the item. Mr. Stephens conducted the Public Hearing.

The following people addressed the Board:

Favor:

- Brian Rochester, 435 Oak Street, Gainesville, Ga.

Opposition:

- Keith Clinton, 2946 John Bryant Lane

Mr. Rochester addressed the Board in rebuttal of Mr. Clinton's comments in opposition.

Commissioner Echols/Commissioner Powell— approve with the nine (9) conditions listed below — unanimous

Conditions:

1. The development shall conform substantially with the proposed narrative, modified as necessary for compliance with current development standards at time of application. Building layout and orientation may shift, but the maximum thresholds and uses outlined in the project narrative and on the site plan shall govern the development.

2. All future development of Lot 4 shall be subject to all standards set forth by the Gateway Corridor Overlay District with all colors and exterior materials to be approved by the Director. Lots 1, 2, and 3 are not subject to the Gateway Corridor Overlay Standards.
 3. The developer shall be responsible for repairing any damage caused by the development construction activity to Barrett Road from Athens Highway (US 129) to the developments proposed driveway. Upon construction completion of the three (3) industrial buildings, the developer shall improve Barrett Road as agreed to by the Director of Public Works and Utilities.
 4. Development construction, commercial and industrial traffic is only permitted to use Barrett Road from Athens Hwy (SR11/US129) to site access. The remainder of Barrett Road is restricted and the Developer/development must provide and install the initial appropriate traffic signs.
 5. Improvements to Barrett Road shall be constructed concurrently with development of last industrial site.
 6. The developer shall be responsible for coordinating Barrett Road improvements with the Georgia Department of Transportation (GDOT) and acquiring any necessary permits.
 7. The developer shall be responsible for all costs associated with required improvements.
 8. A plat shall be recorded combining or reconfiguring lots. No more than 4 lots shall be created.
 9. All conditions of zoning shall become a part of any plat recorded for this property.
- 23 Application of FIDES Development to rezone from Agricultural Residential-III (AR-III) and Vacation Cottage (V-C) to Planned Residential Development (PRD) on a 16.28 acre tract located at the terminus of North Waterworks Road, Seymour Circle, and Seymour Drive; a.k.a. 3450 North Waterworks Road; Zoned AR-III and V-C; Tax Parcel 08167 005002. Proposed Use: mixed use residential development. Commission District 1.

Mr. Stephens introduced the item. Ms. McQuade discussed the item. She stated that the applicant wishes to have the item tabled to a future date.

Commissioner Cooper/Commissioner Powell — approve tabling item 23 to the September 23, 2021 Voting Meeting — unanimous

- 24 Application of Brand Properties, LLC to rezone from Highway Business (H-B) and Residential-II (R-II) to Residential-Multi Family (R-MF) on a 30.69± acre tract located on the east and west sides of Wallis Road at its intersection with Atlanta Highway; a.k.a. 3542 Wallis Road; Zoned H-B and R-II; Tax Parcel 08047 001005. Proposed Use: 298 unit multi-family development. Commission District 2.

Mr. Stephens introduced the item. Ms. McQuade discussed the item. She stated that the applicant wishes to have the item tabled to the November 11, 2021. Mr. Stephens conducted the Public Hearing.

Commissioner Powell/Commissioner Echols - approve tabling item 24 to the November 11, 2021 Voting Meeting — unanimous

- 25 Application of Judy Satterfield for a Use Subject to County Commission approval on a 51.90± acre tract located on the east side of Whiporwill Road approximately 985 feet from its intersection with Joe Chandler Road; a.k.a. 4083 Whipporwill Road; Zoned AR-IV; Tax Parcel 15009 000022. Proposed Use: 5 lot subdivision. Commission District 3.

Mr. Stephens introduced the item. Ms. McQuade discussed the item. Mr. Stephens conducted the Public Hearing.

The following people addressed the Board:

Favor:

- Roy Satterfield, 4083 Whipporwill Road

Commissioner Echols/Commissioner Powell— approve with the three (3) conditions listed below — unanimous

Conditions:

1. Prior to the issuance of any building permits on any tract, a recorded plat shall be required.
 2. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
 3. All conditions of zoning shall be made part of any plat created for the subdivision.
- 26 Application of Gail W. Chapman for a Use Subject to County Commission approval on 3.43± acres located on the northwest side of Atlanta Highway approximately 170 feet from its intersection with Wallis Road; a.k.a. 3536 and 3546 Atlanta Highway; Zoned H-B; Tax Parcels 08047 001004 and 001003. Proposed Use: outdoor storage within

Gateway Corridors Overlay District (GCOD). Commission District 2.

Mr. Stephens introduced the item. Ms. McQuade discussed the item. Mr. Stephens conducted the Public Hearing.

The following people addressed the Board:

Favor:

- Gail Chapman, 3536 Atlanta Highway, Flowery Branch
- Commissioner Powell/Commissioner Cooper — approve with the three (3) conditions listed below — unanimous

Conditions:

1. Outside storage or sales displays shall be permitted in the area depicted on the submitted site plan.
 2. Outside storage or sales displays shall be limited to no more than twenty-five (25) buildings.
 3. All conditions of zoning shall be made part of any plat for the parcels.
- 27 Application of Maroun Aoun to rezone from Agricultural Residential-III (AR-III) to Planned Office Development (POD) on a 7.51± acre tract located on the west side of Winder Highway approximately 880 feet from its intersection with Martin Road; a.k.a. 4240 Winder Highway, Zoned AR-III; Tax Parcel 15044B000009. Proposed Use: daycare center. Commission District 1.

Mr. Stephens introduced the item. Ms. McQuade discussed the item. Mr. Stephens conducted the Public Hearing.

The following people addressed the Board:

Favor:

- Johnathan Camalick, 1519 Rual Gate Trace, Auburn, GA

Opposition:

- Dr. Gary Camplayer, 4700 Martin Road

Mr. Camalick addressed the Board regarding the rebuttal comments.

Commissioner Cooper/Commissioner Powell — approve with the seven (7) conditions listed below — unanimous

Conditions:

1. The development shall conform substantially with the proposed narrative, modified

as necessary for compliance with the current Hall County development regulations at the time of development.

2. Prior to the issuance of an occupancy permit and business license for the daycare center, the applicant shall work with Hall County Building Inspections to ensure the proper building codes are met.
 3. All off-street parking shall meet minimum standards as specified in sections §17.420 and §17.250 of the Official Code of Hall County.
 4. All lighting on the premises shall be of a non-spill type.
 5. Parking areas shall be paved with either asphalt or concrete.
 6. All conditions of zoning shall be made a part of any plat created for the property.
 7. Rear property line shall have a buffer of 50 feet of nondisturbed trees
- 28 Application of Provident Partners 129, LLC to rezone from Agricultural Residential-IV (AR-IV) to Light Industrial (I-I) on a 66.85± acre tract located on the south side of Athens Highway at its intersection with Roy Parks Road; a.k.a. 3104 Athens Highway; Zoned AR-IV; Tax Parcel 15024 000227. Proposed Use: distribution warehouse. Commission District 3.

Mr. Stephens introduced the item. Ms. McQuade discussed the item. Mr. Stephens conducted the Public Hearing.

The following people addressed the Board:

Favor:

- Tyler Smith, Smith, Gillian, Williams & Miles, 301 Green Street, Gainesville
Commissioner Echols/Commissioner Powell — approve with the twelve (12) conditions listed below — unanimous

Conditions:

1. The development shall conform substantially with the proposed narrative, modified as necessary for compliance with current development standards at time of application.
2. Anything further than this application shall be subject to all standards set forth by the Gateway Corridor Overlay District.
3. Site access along Athens Highway (SR11/US129) shall be approved and permitted through the Georgia Department of Transportation (GDOT).
4. The maximum square footage shall not exceed 648,120 square feet.
5. There shall be a planted, 10 foot buffer along Highway 129.
6. Applicant shall be allowed to use LED lighting.
7. No access to Roy Parks Road shall be permitted. If access is requested in the future it shall be subject to Board of Commissioners approval.

8. All building colors and materials, including alternative exterior facades, shall be submitted and approved by the Planning Director prior to construction.
 9. Building height shall not exceed more than 38 feet.
 10. White roofing membrane shall be allowed.
 11. Applicant shall be allowed to extend the rear access road into the 50 foot buffer, per the submitted site plan.
 12. All conditions of zoning shall become a part of any plat recorded for this property.
- 29 Application of Williams Brothers Development, LLC/Cameron Grogan to rezone from Agricultural Residential-III (AR-III) to Planned Residential Development (PRD) on a 33.90± acres located on the east side of White Sulphur Road at its intersection with Waters Road; a.k.a. 2288 and 2256 White Sulphur Road and 2350, 2328, 2312, and 2311 Waters Road; Zoned AR-III; Tax Parcels 15033D000004, 000005, 000001, 000013, 000003, and 000002 . Proposed Use: 300 unit multi-family development. Commission District 4.

Mr. Stephens introduced the item. Ms. McQuade discussed the item. Mr. Stephens conducted the Public Hearing.

The following people addressed the Board:

Favor:

- Steve Gilliam, Smith, Gillian, Williams & Miles, 301 Green Street, Gainesville
- Cameron Grogan, 5875 Pine Brook Road, Atlanta

Commissioner Stowe/Commissioner Powell — approve with the nine (9) conditions listed below — unanimous

Conditions:

1. The development shall generally occur as depicted on the site plan and described in the project narrative, modified for compliance with zoning conditions and Hall County regulations.
2. The proposed residential development shall contain a maximum of 300 total units and shall otherwise conform to §17.180.060 Planned Residential Development (PRD) standards.
3. The following standards shall apply to the development:
 - a. Setbacks:
 - i. Front: 100 feet from center line of road OR 30 feet from property line, whichever is greater.
 - ii. Side: 50 feet
 - iii. Rear: 50 feet
 - b. Buildings shall be no greater than 3 stories in height.

- c. Parking: no fewer than 450 spaces and no more than 669 spaces.
 - d. Open Space: minimum of 10.17 acres (30%)
 - e. 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.
 - f. Architectural standards: All facades of all residences, shall be finished with brick, stone, stucco, wood siding, wood shakes, or fiber cement type siding. The front facades shall incorporate changes in building material, texture, and/or color. Vinyl siding on all residential and non-residential buildings shall be prohibited.
4. If used as access for the development, Waters Road shall be abandoned as a County roadway.
 5. An updated traffic study may be required prior to the issuance of a land disturbance permit. The developer shall work with the City of Gainesville and/or the Georgia Department of Transportation (GDOT) in determining the road improvements necessary to serve this development.
 6. Development driveway access must also be reviewed, approved and permitted by the City of Gainesville for White Sulphur Road and right-of-way as it is under the City of Gainesville's jurisdiction.
 7. The following language shall be placed upon the Rental Agreement and the Final Plat of the Property as defined by 17.20.830 of the Hall County Code and it will read, "Owners and users of this property are informed of industrial uses nearby, including poultry and or food processing facilities, and should expect noise, odors, and other effects associated with such industrial properties which may occur on a 24 hour basis."
 8. All conditions of zoning shall be made part of any plats created for the property.
 9. Traffic improvements presented by Mr. Grogan shall be put into effect, including the extension of the central turning lane as to provide a left turn lane into Gold Creek Foods as you drive north on White Sulphur Road.
- 30 Application of Gainesville Freezer, LP to rezone from Agricultural Residential-IV (AR-IV) to Light Industrial (I-I) on a 42± acre tract located on the west side of Athens Highway approximately 233 feet from its intersection with Baker Road; a.k.a. 2935, 2959, and 2971 Athens Highway; Zoned AR-IV; Tax Parcels 15023 000039(pt.), 15024 000040A, and 15023 000132. Proposed Use: cold storage warehouse facility. Commission District 3.

Chairman Higgins recused himself.

Mr. Stephens introduced the item. Ms. McQuade discussed the item. Mr. Stephens

conducted the Public Hearing.

The following people addressed the Board:

Favor:

- Jeff Reedy, 820 Candler Street, Gainesville

Opposition:

- Eric Whales, Dorsey Peek Road

Mr. Reedy addressed the Board in rebuttal to Mr. Whales' oppositional comments.

Brian Rochester, Rochester and Associates, addressed the Board to answer questions from the Commission.

Commissioner Echols/Commissioner Cooper — approve with the six (6) conditions listed below — 4 to 0

Commissioner Cooper - aye

Commissioner Powell - aye

Chairman Higgins - recused

Commissioner Echols - aye

Commissioner Stowe - aye

Conditions:

1. The development shall conform substantially with the proposed narrative, modified as necessary for compliance with current development standards at time of application.
2. All development shall be subject to all standards set forth by the Gateway Corridor Overlay District; with the exception of the seven (7) variances submitted by the applicant and listed below:
 - a. The building orientation shall be as per the site plan, due to the topography of the site.
 - b. Insulated metal panels shall be permitted for the exterior freezer walls due to the extreme temperature differences inside vs. outside.
 - c. A white TPO membrane roof shall be permitted.
 - d. The required landscaping around building perimeter walls as found in 17.420.050.D.1 shall not be required.
 - e. A wall sign shall be permitted on the south side of the freezer building.
 - f. LED lighting shall be permitted.
 - g. The maximum building height shall be 70 feet.
3. All colors and materials for office portion of building shall be submitted and approved by the Planning Director prior to construction.

4. All conditions of zoning shall be made part of any plats of the property.
5. The access drive on the eastern and northern side of the building shall be for maintenance and emergency access only.
6. Exterior lighting on the eastern and northern sides of the building shall only be provided to meet health and safety requirements. All exterior lighting shall be non-spill.

County Administrator

Mr. Connell did not have any items to report.

Commission Time

The Commissioners did not have any items to report.

Adjourn

Commissioner Powell/Commissioner Echols - adjourn at 7:34 p.m. - unanimous

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

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 539/2021

SUBJECT: Approve the change of location for the October, November, and December Board of Commissioners Meetings (Work Sessions, Voting Meetings, Special Called Meetings, and Executive Sessions) from the Hall County Government Center to the Gainesville Civic Center located at 830 Green Street NE, due to construction at the Hall County Government Center.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: CA

Recommendation:

Approval

Purpose of Request:

Approve the change of location for the October, November, and December Board of Commissioners Meetings (Work Sessions, Voting Meetings, Special Called Meetings, and Executive Sessions) from the Hall County Government Center to the Gainesville Civic Center located at 830 Green Street NE, due to construction at the Hall County Government Center.

History:

Facts and Issues:

This is a housekeeping/recordkeeping item. Meetings will be held at the Civic Center through the end of the year to allow for HVAC upgrades at the Government Center.

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
LR	VS	ZP	LR

Attachments:

Public Notice



POST OFFICE DRAWER 1435
GAINESVILLE, GEORGIA 30503

t: 770.535.8288 | f: 770.531.3972

CHAIRMAN
Richard P. Higgins

Kathy L. Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

COUNTY ADMINISTRATOR
Jock A. Connell

ASSISTANT
COUNTY ADMINISTRATOR
Marty Nix

ASSISTANT
COUNTY ADMINISTRATOR
Zachary T. Propes

COMMISSION CLERK
Lisa A. Ritchie

Hall County Government BOARD OF COMMISSIONERS

PUBLIC NOTICE

Hall County Board of Commissioners MEETING LOCATIONS OCTOBER 11, 2021 WORK SESSION and OCTOBER 14, 2021 VOTING MEETING

The Hall County Board of Commissioners will hold their October 11, 2021 Work Session and October 14, 2021 Voting Meeting at the Gainesville Civic Center on the 2nd floor due to construction at the Hall County Government Center.

The Gainesville Civic Center is located at 830 Green Street, NE, Gainesville.

Posted: October 13, 2021

Contact:
Lisa A. Ritchie
Hall County Board of Commission Clerk
770-718-5713
lritchie@hallcounty.org



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 544/2021

SUBJECT: Approve the purchase of bleachers at the East Hall and Mulberry Creek Community Centers for Parks and Leisure Services to SportsCon of Gainesville, GA in the amount of \$51,708.00.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: ML

Recommendation:

Approve the purchase of bleachers at the East Hall and Mulberry Creek Community Centers for Parks and Leisure Services to SportsCon of Gainesville, GA in the amount of \$51,708.00.

Purpose of Request:

Approve the purchase of bleachers at the East Hall and Mulberry Creek Community Centers for Parks and Leisure Services to SportsCon of Gainesville, GA in the amount of \$51,708.00.

History:

Facts and Issues:

We will be purchasing the bleachers from SportsCon in Gainesville, GA. This cost is \$51,708.00 and SportsCon is a co-op member of TIPS and the contract number is 210205.

Options:

Funding Requested

\$ 51,708.00

Are funds within current budget?

Yes

Source of Funds

SPLOST VIII

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

Yes

Has it been reviewed by the County Attorney?

No

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
DH	ML	ML	CP
Budget	Finance	Attorney	Administration
TS	NB	VS	ZP
Clerk			
LR			

Attachments:

Financial Supplement
Bleachers purchase



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

AGENDA ITEM 544/2021

Funds Requested: \$ 51,708.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
FY22	028 - SPLOST VIII	1845 - SP-VIII VARIOUS PARK IMPROVEMENTS	5007 - OTHER EQUIPMENT	\$51,708.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: ML

Phone: 770-503-3170



Hall County Government

FINANCIAL SERVICES

MEMORANDUM

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

DIRECTOR

Dena Bosten, C.P.A.

To: Board of Commissioners

From: Debra Howington, Buyer

Date: 09/29/2021

Re: Mulberry Park and East Hall Bleachers Purchase

The Park and Leisure Department is seeking approval to purchase new bleachers for Mulberry Creek and East Hall Community Center. The recommended vendor is SportsCon located in Gainesville, GA and holds the TIPS USA Co-op Contract for this type of item. The contract number is #210205. Total purchase price is \$51,708.00 and is funded from 1845-5007-028-1845-5007.

Debra A. Howington (Purchasing)

From: Natalie Lesko <natalie@aalcomfg.com>
Sent: Tuesday, September 28, 2021 2:54 PM
To: Debra A. Howington (Purchasing)
Cc: Kenny Howard
Subject: TIPS Coop

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.

Deb,

Here are the steps you need to take to utilize TIPS for your project.

-Customer has to register as a member of TIPS at [TIPS-USA](#).

-All documents (quote, sales agreement and PO) must have **TIPS-USA Contract Vendor #210205** listed.
It is important to note that our contract in TIPS is with Sportscon (as opposed to Aalco). Sportscon is our "newer" sales division and all billing & work orders that include installation go under that name.

-Once customer has generated a PO, they will email all 3 items to tipspo@tips-usa.com and copy their sales person and Natalie Lesko on it (Natalie@aalcomfg.com)

Sincerely,

Natalie Lesko
AALCO Manufacturing/Sportscon LLC.
1650 Avenue H
Saint Louis, MO 63125
T: 314.384.1400 | F: 314.544.6856 | W: aalcomfg.com
join us on: [YouTube](#) [Facebook](#) [Twitter](#)





Date: September 9, 2021

To: Department of Park & Community Services
Attn: Mike Little
4175 Nopone Rd.
Gainesville, Ga. 30506

Re: Mulberry and East Hall Bleachers

We are pleased to quote the following:

MULBERRY PARK

4 Banks – Sheridan bleachers 4 row x 22' - 6" long, plastic seats, manual operation, int. aisles w/ P rails, end rails & RADA

- **208 net seats**

EAST HALL

4 Banks – Sheridan bleachers 4 row x 24' - 0" long, plastic seats, manual operation, int. aisles w/ P rails, end rails & RADA

- **232 net seats**

Delivered & Installed: \$ 51,708.00

- **Sales tax not included**

If you have any questions, please feel free to call.

Sincerely,
Kenny Howard
Office: 770-983-5797
Cell: 678-283-8751



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 524/2021

SUBJECT: Approve the renewal of the Intergovernmental Right of Way Maintenance Agreement between Hall County and the Georgia Department of Transportation for maintenance of exits along Interstate 985.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: WD

Recommendation:
Approve

Purpose of Request:

Requesting Commission approval to renew IGA with State DOT so that county maintenance departments can maintain the exits along 985 in Hall County.

History:

Renewal of original IGA signed in 2015

Facts and Issues:

The duration of this agreement shall be for fifty years from the date the agreement is signed/dated unless terminated sooner by the Department of Transportation or Hall County. The County will be responsible for all costs and liability associated with the 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.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Budget	Finance	Attorney
WD	NB	NB	VS
Administration		Clerk	
ZP		LR	

Attachments:

IGA

DOT Workplan I-985 Exits - Exhibit A



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

AGENDA ITEM 524/2021

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WD

Phone: 678-989-8540

RIGHT OF WAY MAINTENANCE AGREEMENT (LOCAL GOVERNMENT ONLY)

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

HALL COUNTY, GEORGIA

**STATE ROUTE: 419, MP 8.1 to MP 8.4
STATE ROUTE: 419, MP 11.5 to MP 11.9
STATE ROUTE: 419, MP 13.5 to MP 14.1
STATE ROUTE: 419, MP 16.0 to MP 17.0
STATE ROUTE: 419, MP 19.9 to MP 20.2
STATE ROUTE: 419, MP 21.2 to MP 21.6
STATE ROUTE: 419, MP 23.8 to MP 24.3**

THIS AGREEMENT made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED] (“Effective Date”) by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter referred to as “**DEPARTMENT**”, and **HALL COUNTY** hereinafter referred to as “**LOCAL GOVERNMENT**”.

WHEREAS, the **DEPARTMENT** desires to enter into a partnership to perform certain services relating to maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representation.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

ARTICLE I

SCOPE OF PROJECT

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section(s) of the **DEPARTMENT'S** rights of way. This Agreement does not provide the **APPLICANT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT'S** right-of-way in general nor to the **PROJECT** area specifically, except the right to conduct the **PROJECT** work set forth in the **MAINTENANCE AGREEMENT (MA) WORK PLAN** (Exhibit A) in accordance with the terms and conditions of this Agreement.

The maintenance duties and responsibilities of the **LOCAL GOVERNMENT** are defined set forth in Exhibit A, **MA WORK PLAN**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants to the **LOCAL GOVERNMENT** the right to maintain that specific section(s) of **DEPARTMENT** right-of-way located in **HALL** County, as more particularly described in Exhibit A.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the standards for all **PROJECT** activities. Equipment or materials utilized for the **PROJECT** must be moved on or across a traveled right of way in a manner as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that these maintenance services be performed by a third party, the **LOCAL GOVERNMENT** and the third party shall enter into an agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for those services rendered as set forth in Exhibit A. The Agreement between the **LOCAL GOVERNMENT** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, as set forth by the **DEPARTMENT**. All liability

associated with the **PROJECT** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any major maintenance activities, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the right of way **PROJECT** limits, the **LOCAL GOVERNMENT** understands and agrees that it shall apply for and obtain a permit in accordance with the current edition of the **DEPARTMENT's** Driveway & Encroachment Control Manual prior to performance, and execute a separate agreement with the **DEPARTMENT** associated specifically with such permit.

ARTICLE II

EXECUTION OF AGREEMENT AND AUTHORIZATION

TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement, unless noted otherwise in Exhibit A

The duration of this Agreement shall be for fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LOCAL GOVERNMENT**.

ARTICLE III

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the **PROJECT** scope of the permission granted to **LOCAL GOVERNMENT** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

ARTICLE IV ASSIGNMENT

It is understood by the **LOCAL GOVERNMENT** that the work is considered personal and, except as provided for in Article I, **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in **HALL** County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

ARTICLE VI INSURANCE

It is understood that the **LOCAL GOVERNMENT** is self-insured and all claims against **LOCAL GOVERNMENT** will be handled through Hall County Human Resources.

Prior to beginning work, the **LOCAL GOVERNMENT** shall, where applicable, cause its contractors and subcontractors to obtain the following minimum amounts of insurance coverage:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- (c) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT**

shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates shall also provide that the insurance will not be modified or canceled without a 30-day prior written notice to the **DEPARTMENT**. Failure by the **LOCAL GOVERNMENT** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

ARTICLE VII COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of **PROJECT** work under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days written notice of such termination, unless there is imminent or serious danger to the public health, safety, or welfare or to property, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **PROJECT** work under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the

DEPARTMENT is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- A. The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- B. The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- C. The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- D. The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the maintenance activities as set forth in Exhibit A, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items “A”, “B”, “C”, and “D” above, as applicable, and then terminate the Agreement.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

ARTICLE XII
MISCELLANEOUS

A. **NON-WAIVER.** No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.

B. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

C. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.

D. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the Parties.

E. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

F. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

H. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

I. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON THE FOLLOWING PAGE.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee

ATTEST:

Treasurer

LOCAL GOVERNMENT:

Print Name: _____

Title: _____

Sworn to before me this

_____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____.

Name and Title

EXHIBIT A
MAINTENANCE WORK PLAN

[THE WORK PLAN MUST INCLUDE THE SPECIFIC MAINTENANCE ACTIVITIES TO BE PERFORMED, PROJECT LOCATION DESCRIPTION (E.G., STATE ROUTE(S), MILEPOSTS, ETC.), ALL APPLICABLE STANDARDS THE MAINTENANCE ACTIVITIES MUST MEET, MAPS, PLANS, ETC.]

[LIMIT IS APPROXIMATELY 4,000 CHARACTERS]

Exhibit A

GEORGIA DEPARTMENT OF TRANSPORTATION MOWING AND TRIMMING SPECIFICATION

ATTACHMENT A: CENTERLINE MOWING REQUIREMENTS

Requirements under these Specifications consists of furnishing all labor, material, tools, equipment, and incidentals necessary to perform mowing, trimming, and litter removal operations within the limits of the right of way and easement areas in a safe, effective, and timely manner, as detailed in these Specifications.

1. APPLICABLE DOCUMENTS

Reference the guidelines as set forth in the following documents:

- 1.01 *Manual of Uniform Traffic Control Devices (MUTCD)*, current edition
- 1.02 *American National Standards Institute [ANSI A300 (Part 1)]*, current edition

2. TERMS AND DEFINITIONS

- 2.01 **Bridge End Roll:** The area at each end of a bridge that slopes down from the end support to the natural ground contour under the bridge.
- 2.02 **Centerline Mile:** Incremental measurement used in this agreement that includes the mowing limits within a one (1) mile distance on a route. This includes both directions of the mile, shoulders, and median.
- 2.03 **Established/Planted Trees and Shrubs:** Trees and/or shrubs that have been planted for aesthetics by the Department and trees that are greater than three (3) inches in caliper dbh (4-1/2 feet above ground).
- 2.04 **Interchange:** An area allowing for access to and from the interstate mainline.
- 2.05 **Mainline:** The area(s) between interchanges on interstate and limited access routes.
- 2.06 **Mowing Cycle:** A Mowing Cycle consists of mowing complete the areas as designated in these Specifications one time.
- 2.07 **Mowing Complete:** The accepted and approved mowed and trimmed Centerline Miles, including litter removal, within established mowing limits.
- 2.08 **Mowing Limits:** All areas that are mowable with tractor mowing equipment within the right of way that are on a 3:1 or flatter slope, and trimming in front of, behind, under, and around roadside obstacles, and trimming on all slopes at Interchanges and on slopes greater than or equal to 3:1 on the mainline.
- 2.09 **Natural Tree Line:** The dominant boundary/edge of a community of hardwood and non-hardwood trees, greater than three (3) inches in caliper dbh (4-1/2 feet above ground). The edge can be a fluctuating line. Typically, in a community, the maximum trunk to trunk distance of trees, greater than three (3) inches in caliper dbh (4-1/2 feet above ground), is less than ten (10) feet.
- 2.10 **Roadside Obstacles:** Items located within the right of way, both natural and man-made which may include but are not limited to sign posts, delineator posts, light posts, steel beam guardrail and associated posts, headwalls, barrier walls, retaining walls, catch basins, fallen rock, bridge end abutments, mailboxes, newspaper boxes, established/planted trees and shrubs, landscaped beds, natural tree line, wildflower areas, Bridge End Rolls, and fences.
- 2.11 **Slope Break Point:** The spot where the non-mowable slope begins.
- 2.12 **Traveled Way:** The portion of the roadway for the movement of vehicles, exclusive of the shoulders.
- 2.13 **Vegetation:** All woody and herbaceous plants, three (3) inches and less in caliper dbh (4-1/2 feet above ground), that are naturally occurring. (Includes Department-planted grasses) The stems of multiple trunk vegetation will be measured individually.
- 2.14 **Shadow Vehicle:** A vehicle used to buffer mowing and/or litter operations that may interfere with traffic.

Exhibit A

3. EQUIPMENT

- 3.01 Assign appropriate equipment quantities and types to meet stated mowing schedules. Equipment shall meet the following requirements:
- A. Equip each tractor with two (2) flashing signal lights, two (2) orange flags and an eighteen (18) inch slow moving emblem sign. Equip each mower with two (2) orange flags.
 - B. Acceptable guards are to be on all open portions of mowers and trimming equipment to prevent objects from being thrown from under the mower while in operation.
- 3.02 Properly maintain mower blades so that they are sharp, straight and evenly weighted.
- 3.03 Equip support vehicles, such as pickups and service trucks with a minimum of one (1) revolving or strobe type light, with amber lens.
- 3.04 Use a shadow vehicle to buffer the Mowing operation when it is on or within three (3) feet of the travel way.
- A. Equip support vehicles used as shadow vehicles with a forty-eight (48) inch square "Watch for Mowers" sign with an eighteen (18) inch slow moving emblem attached and mounted on the rear of the shadow vehicle.
 - B. Equip a shadow vehicle with a minimum of one (1) revolving or strobe type light, with amber lens.

4. MOWING REQUIREMENTS

4.01 MOWING LIMITS AND SPECIAL CONDITIONS

- A. Mowing Limits for Each Cycle: All mowable areas within the right of way that are on a 3:1 or flatter slope using tractors with rotary or flail type mowers, and trimming in front of, behind, under and around roadside obstacles, landscaped areas, planted/established trees and shrubs, and wildflower plots and trimming on all slopes. These include all areas as shown on Exhibit "B" Hall County Interchange Mowing Areas. Perform trimming in a manner as to create a smooth transition back to where the mowing was performed.
- B. Special Mowing Conditions: Perform all scheduled mowing operations during daylight hours. No work will be allowed on holidays. No work will be allowed on weekends in which a holiday falls on a Monday or Friday.
 - 1. For the following counties; Clayton, Cobb, Dekalb, Douglas, Fulton, Rockdale, (all of District 7) and Gwinnett, do not perform work between the hours of 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m., Monday through Friday.
 - 2. For the following counties; Bibb, Chatham, Cherokee, Columbia, Forsyth, Hall, Henry, Richmond, , between the hours of 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m., do not perform work, in the direction of rush hour traffic, Monday through Friday.

4.02 MOWING COMPLETE REQUIREMENTS

Perform Mowing Complete in accordance with these Specifications.

- A. Mowing: Perform mowing within the Mowing Limits for vegetation on slopes no steeper than 3:1. This operation will not be allowed on slopes steeper than 3:1, or in any other situations that may be a hazard to the operator or the traveling public, including areas that may be too wet or otherwise inaccessible.
- B. Trimming: Trim vegetation to a height less than six (6) inches within the Mowing Limits that are inaccessible by Tractor Mowing. This includes trimming in front of, behind, under or around, and beyond roadside obstacles, landscape beds, established/planted trees, shrubs and wildflower areas to provide an attractive appearance. (See Appendix 2)
 - 1. Mainline Slopes that are Greater than 3:1: Trim vegetation a minimum of fifteen (15) feet beyond the slope break point each mowing cycle. If the Natural Tree Line falls within the minimum fifteen (15) foot area, trim vegetation to the Natural Tree Line.
 - 2. Mainline with Slopes 3:1 or less: Trim vegetation to the Natural Tree Line or to the right of way fence if no Natural Tree Line exists.

Exhibit A

3. Landscape, Bulb, and Wildflower Plots: Trim vegetation around landscaped areas, established or planted trees, shrubs, bulbs and wildflower plots without damaging plant materials. Trim vegetation under planted trees as necessary.
4. Wet or Inaccessible Areas: If an area is too wet and/or otherwise inaccessible by mowing equipment, trim vegetation using trimming equipment and/or slope mowers.
5. Bridge Structures: Trim vegetation located at, under, or near bridge structures including Bridge End Rolls and riprap areas within the right of way.
 - a. Trim all vegetation under and around trees greater than three (3) inches caliper dbh (4-1/2 feet above ground) that exists between adjacent bridges.
 - b. Trim vegetation on bridge ends and Bridge End Rolls at overpasses and underpasses to the right of way fence and/or Natural Tree Line. If trees exist within fifteen (15) feet around or adjacent to the bridge; trim vegetation under and around the trees. Continue trimming downslope or upslope to meet the Mowing Limits.
 - c. The limits of trimming extend to the fence line in cases where a fence is located on the top of a slope at a bridge underpass.
6. Interchanges: Trim all vegetation on non-movable and movable areas within an Interchange to the natural tree line and/or to the right of way fence. (See Appendix 2, Diagram A)
7. Barrier Walls: Remove vegetation at the base of and on all barrier walls. Trim and remove vegetation in non-landscaped areas between barrier walls.
8. Vegetation Removal: Remove trimmed woody vegetation from the right of way within five (5) days. Disposal shall be in accordance with applicable laws and regulations.
9. Multiple Trunk Trimming: In areas where trimming occurs, trim all stems of multiple trunk vegetation that are three (3) inches caliper dbh (4-1/2 feet above ground) or less.

4.03 TRAFFIC CONTROL REQUIREMENTS

- A. At a minimum, abide by the *Manual of Uniform Traffic Control Devices (MUTCD)*, current edition, for traffic control guidance.
- B. Perform all Mowing as a continuous mowing operation as described in these Specifications. Mow only in the direction of traffic.
- C. Any signs used must be of rigid, one-piece construction covered with suitable sheeting and legend (engineering grade). Roll-up type signs may be used if they meet MUTCD Standards. Equip all signs with flags.
- D. Do not cross the median on Interstates or other divided highways. Enter and exit at the existing Interchanges.
- E. Do not exceed a ten (10) mile work zone. The Atlanta Metro area will be limited to five (5) miles.
- F. On non-divided highways, only one Tractor Mowing operation in a work zone will be allowed. On divided highways, two mowing operations in a work zone may be allowed on the outside shoulders. Additional work zones will be allowed, separated by a minimum of two (2) miles. Do not exceed ten (10) miles of mowing without completing trimming.
 1. Signs: Place "Watch for Mowers" signs with flags attached at each end of the work zone in the direction of traffic on both the median and outside shoulder.
 2. Ramps: In the event of an on-ramp located within the work zone, place at the top of the on-ramp a "Watch for Mowers" sign with flags. Place all signs before any tractor mowing is performed. Remove all signs at the end of each workday.
- G. Buffer tractor mowers traveling within three (3) feet of the traveled way, crossing lanes, traveling on paved shoulder, moving equipment to other locations (dead heading), by a shadow vehicle.
 1. Operations may be restricted when, in the opinion of the Department, the continuance of the work would seriously hinder traffic or is unsafe.

Exhibit A

2. Move equipment or materials on or across the traveled way in a safe manner which will not interfere with traffic. There shall be no reduction in the total number of available traveled ways. Schedule and arrange the work to ensure the least inconvenience and the utmost safety to the traveling public.

4.04 SAFETY AND INCIDENT REPORTING

- A. Suspend operations if weather conditions are such that mowing operations cannot be carried out in an effective manner.
- B. Notify the Department immediately by phone of any incident or accident that involves the Licensee while fulfilling this Agreement.
 1. Submit a written report to the Department within forty-eight (48) working hours after the incident or accident. Describe in full what occurred. Provide the names of those involved with their contact phone numbers, and extent of injury and damage.
 2. Employees shall carry business cards that have the name, address, and phone number of the Licensee upon request of individuals involved in an incident or accident.
- C. If mowing and trimming operations cause damage to roadside obstacles, vegetation to remain, or ground disturbance, repair or replace the damaged item with a like item.
- D. Do not allow any debris to be thrown onto the road surface by the mowing equipment or by personnel. Perform work in such manner as to leave existing vegetation undamaged.
- E. Mowing equipment, while in operation, must be horizontal with the mowing surface. Operating tractor mowers in a vertical position parallel to a traveled way is prohibited.
- F. Equipment left on the right of way is the responsibility of the Licensee. Do not park equipment on the right of way or on state property for more than five (5) continual working days in the same location.
 1. Park no equipment in the median.
 2. Park equipment behind guardrail or in other protected areas where such areas exist. Otherwise, park equipment a minimum of thirty (30) feet from the edge of pavement.
- G. Operate no equipment that causes ground disturbance and/or damages any part of the right of way. Repair, at no cost to the Department, all damage caused by equipment.

4.05 QUALITY ACCEPTANCE

- A. The height of all vegetation after any Mowing or Trimming operation shall be no more than six (6) inches.

Exhibit A

GEORGIA DEPARTMENT OF TRANSPORTATION MOWING AND TRIMMING SPECIFICATION

ATTACHMENT B: LITTER REMOVAL REQUIREMENTS

1. APPLICABLE DOCUMENTS

See Attachment A – 1. Applicable Documents

2. DEFINITIONS

See Attachment A - 2. Terms and Definitions

3. DESCRIPTION

3.01 Pick up, remove and dispose of litter and debris within all mowing and trimming areas as specified in Attachment A – Centerline Mowing Requirements and on all paved shoulders.

3.02 Litter and debris may consist of paper, boxes, bottles, cans, tires, recaps, rubber pieces, mattresses, appliances, lumber, metal pieces, hubcaps, vehicle parts, brush, trimmed vegetation on paved surfaces, dead animals, memorials, and other items not considered normal to the right of way, etc.

4. METHODS OF REMOVAL OPERATIONS

4.01 It is expected that all litter and debris activity will be accomplished by manual means; however, these Specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality.

A written request may be submitted to the Department for the use of specialized mechanical equipment designed for removal of litter and debris. The Department, prior to any equipment being used, must approve the request. The Department may require additional safety devices or precautions if special equipment is allowed to be used. No ATV's (all terrain vehicles) will be allowed for use during litter pickups.

4.02 All litter and debris must be deposited into trash bags prior to being placed into disposal vehicles. Larger pieces such as ladders, tires, mattresses, etc., may be directly deposited into disposal vehicles.

4.03 Conduct litter removal activities during daylight hours only.

5. METHODS OF DISPOSAL

5.01 Remove all litter and debris, including larger pieces, from the right of way at the end of each working day and dispose of at locations provided by the Licensee. Storage or stockpiling of litter or debris on the right of way is prohibited. Disposal shall be in accordance with applicable laws and regulations. Locations for disposal and costs associated for use of such locations will be the responsibility of the Licensee.

5.02 Construct all vehicles, such as pickups or dump trucks, utilized to remove and dispose litter and debris to inhibit further distribution or loss of litter along the roadway. Cover all open-top vehicles and secure with tarpaulins. These vehicles must be in accordance with local and state laws governing waste hauling equipment.

6. FREQUENCIES AND TIMING OF REMOVAL AND DISPOSAL

6.01 At a minimum, all litter and debris must be removed in advance of each Mowing Cycle.

6.02 Perform litter removal and disposal immediately in front of and as an integral part of the mowing operations. Remove any litter and debris accumulated between litter activities and mowing activities prior to mowing operations.

7. TRAFFIC CONTROL REQUIREMENTS

7.01 Use a shadow vehicle when removing litter on paved shoulders. The shadow vehicle may be the litter disposal vehicle.

Exhibit A

- 7.02 Follow all guidelines as per Attachment A - Section 4.03 - Traffic Control Requirements. Use "Litter Pickup Ahead" warning signs during the non-mowing season. Use "Litter Pickup Ahead" warning signs during the mowing season when the litter operation does not fall within a ten (10) mile mowing work zone.
- 7.03 A shadow vehicle and litter disposal vehicles must be equipped with a strobe light and slow-moving vehicle signs during removal of trash bags and larger material. Use these lights only when required in the course of the work and not when traveling to and from the job site.
- 7.04 All vehicles, including transport or service vehicles, must not obstruct traffic lanes.

Exhibit A

**GEORGIA DEPARTMENT OF TRANSPORTATION
MOWING AND TRIMMING SPECIFICATION**

APPENDIX 1: CENTERLINE MILE LOCATIONS AND TOTALS

ROUTE	COUNTY	BEGIN MP	END MP	CENTERLINE MILES
1-985/US 23	HALL	8.1	8.4	0.3
1-985/US 23	HALL	11.5	11.9	0.4
1-985/US 23	HALL	13.5	14.1	0.6
1-985/US 23	HALL	16.0	17.0	1.0
1-985/US 23	HALL	19.9	20.2	0.3
1-985/US 23	HALL	21.2	21.6	0.4
1-985/US 23/SR 365	HALL	23.8	24.3	0.5
TOTAL CENTERLINE MILES				3.5

ACCESS ROADS

ROUTE	COUNTY	FROM	TO

Exhibit A

GEORGIA DEPARTMENT OF TRANSPORTATION
MOWING AND TRIMMING SPECIFICATION
APPENDIX 2: MOWABLE LIMIT DIAGRAMS

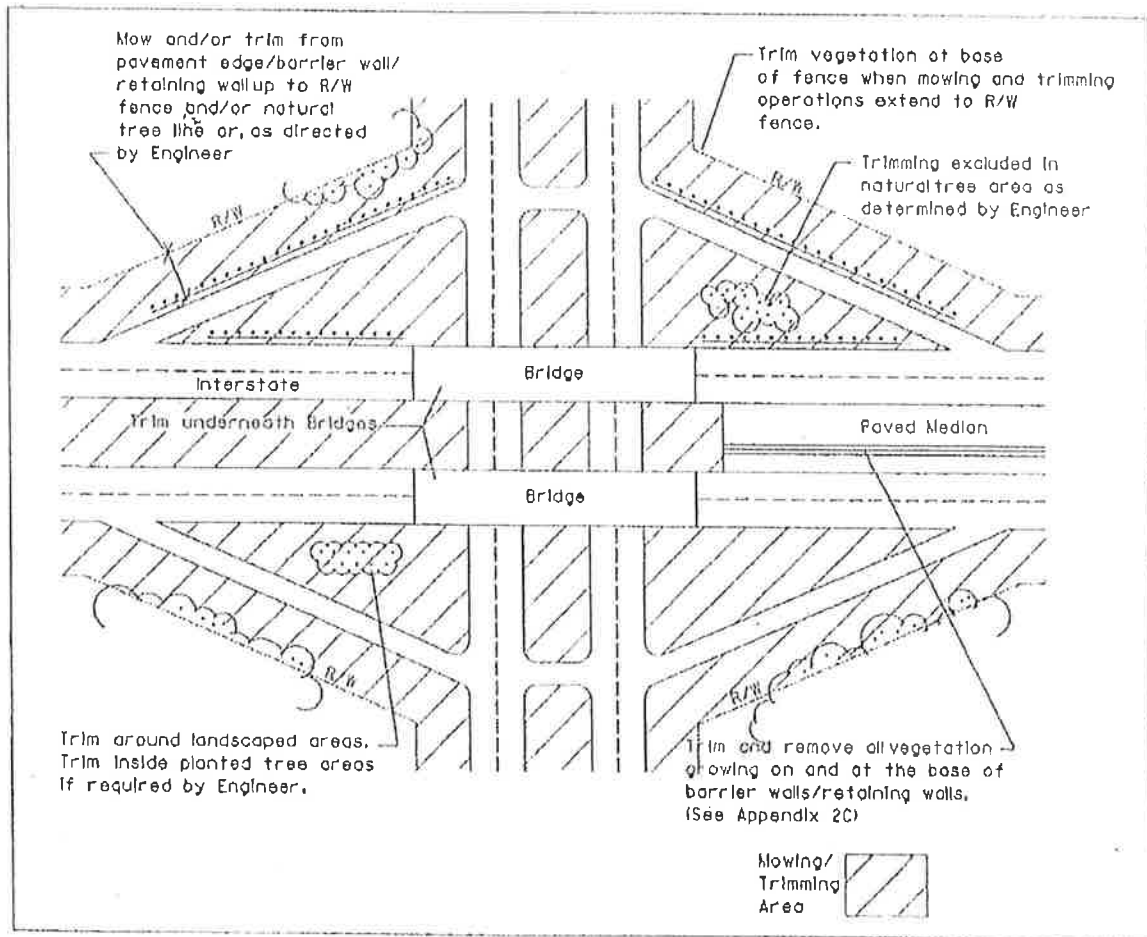


Diagram A: MOWABLE LIMITS AT INTERCHANGES - INTERSECTIONS AS AMMENDEDD BY EXHIBIT "B"

Within an Interchange, mow and/or trim all vegetation to the right of way fence and/or natural tree line, as indicated above, each mowing cycle. **NOTE: HALL COUNTY DOES NOT INTEND ON MOWING THE MEDIAN ON I-985 AT ANY INTERCHANGE AS DEPICTED ON EXHIBIT "B"**

Exhibit A

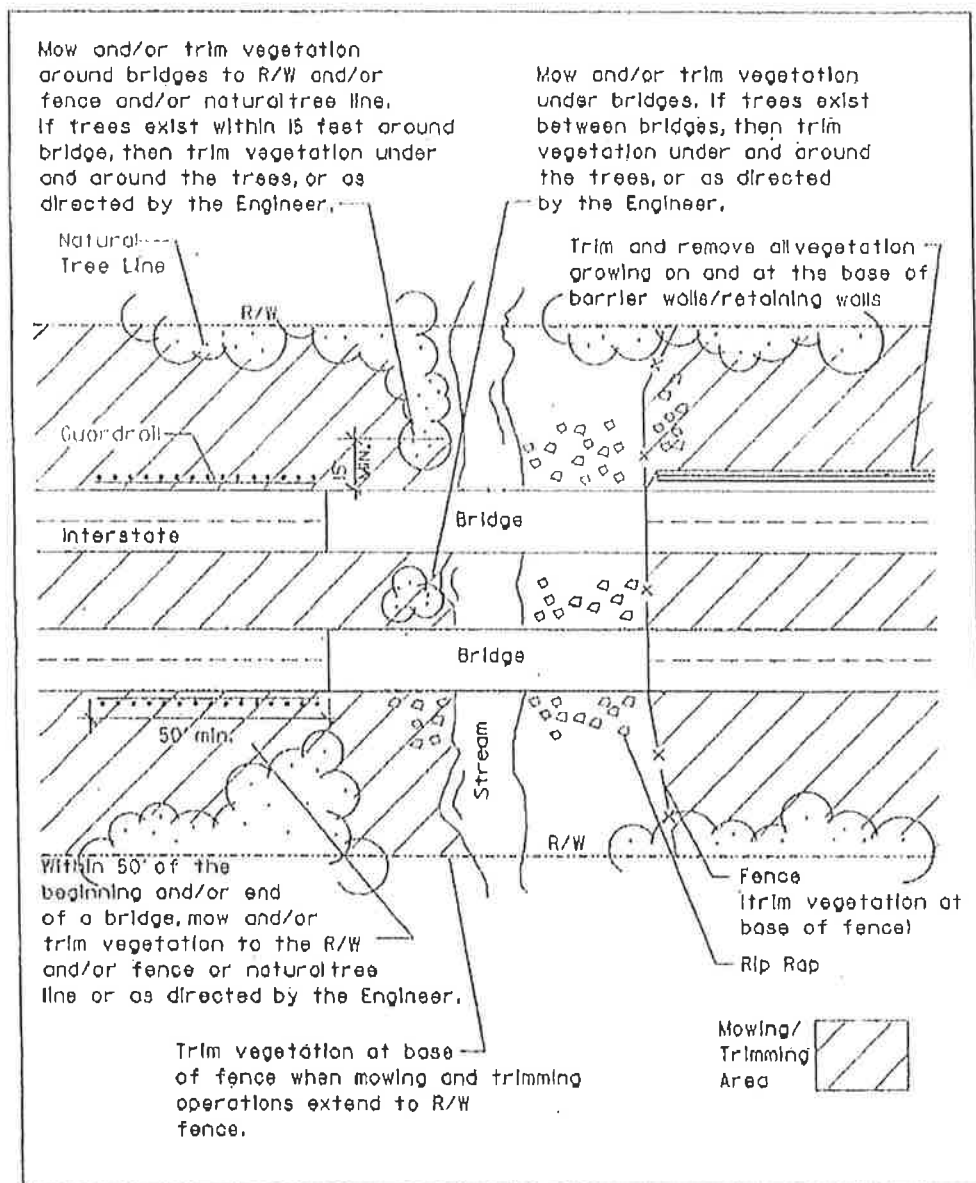


Diagram B: MOWABLE LIMITS AT WATER CROSSING/BRIDGES

On all slopes, mow and/or trim all vegetation to the right of way fence and/or Natural Tree Line, as indicated above, each mowing cycle.

Exhibit A

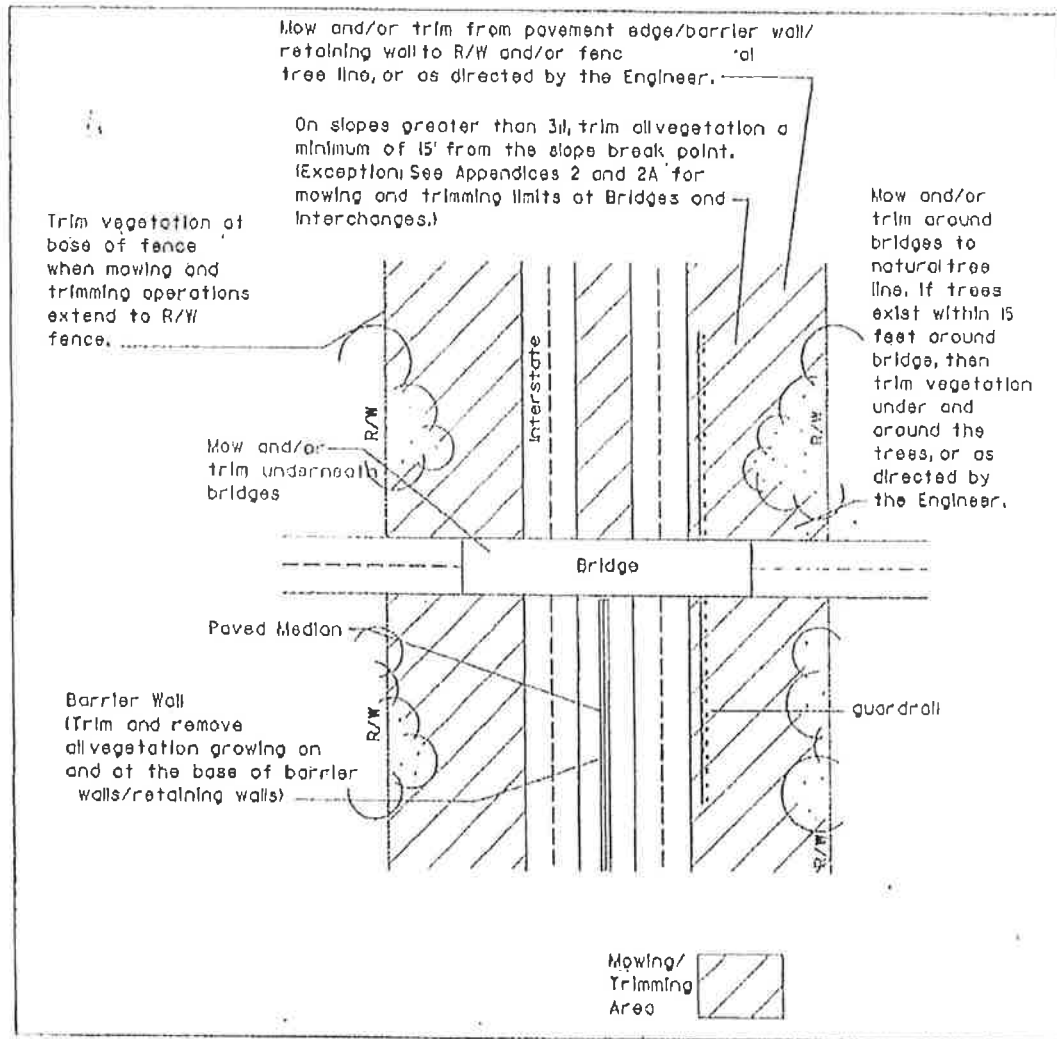


Diagram C: MOWABLE LIMITS ALONG MAINLINE

Exhibit A

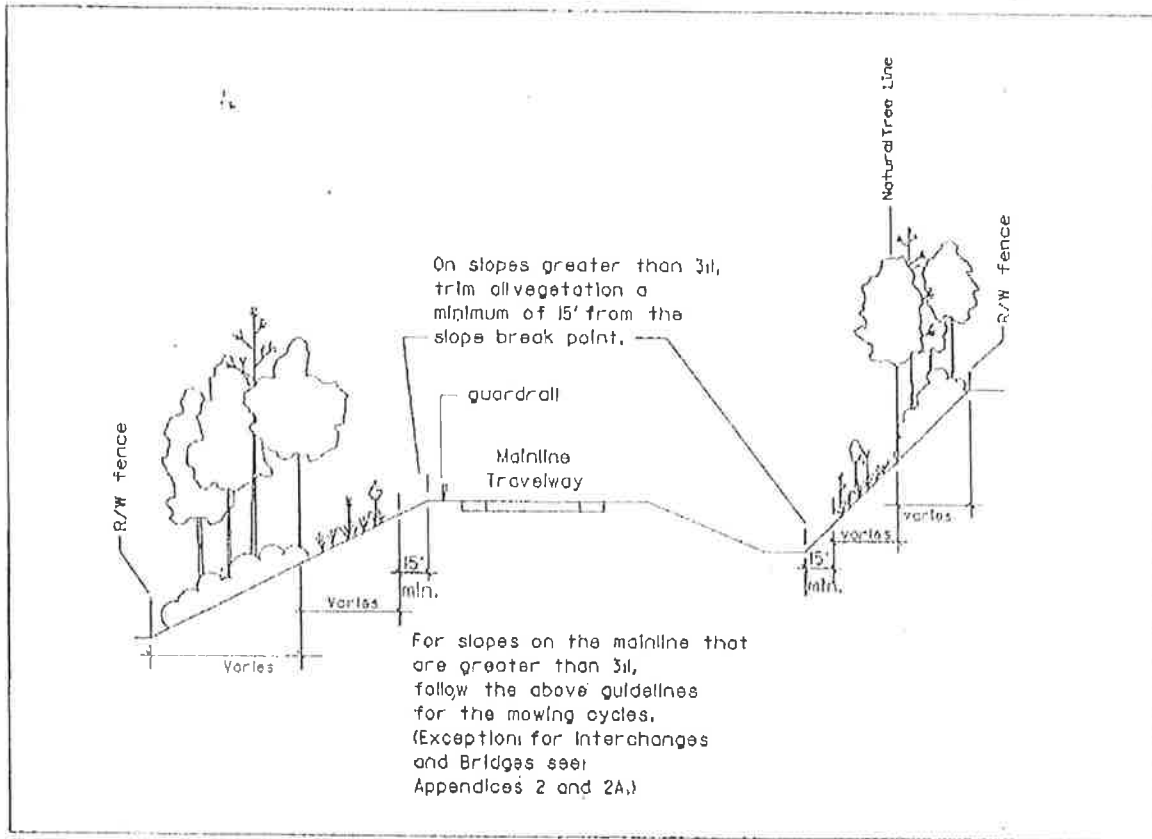


Diagram D: CROSS SECTION OF MOWABLE LIMITS ALONG MAINLINE FOR SLOPES GREATER THAN 3:1

Trim vegetation a minimum of fifteen (15) feet beyond the Slope Break Point each Mowing Cycle. If the Natural Tree Line falls within the minimum fifteen (15) foot area, trim vegetation to the Natural Tree Line.]

On slopes 3:1 or less, trim vegetation to the Natural Tree Line or to the right of way fence if no Natural Tree Line exists.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 543/2021

SUBJECT: Approve the purchase of a John Deere Alamo 6110M Boom Mower for the Road Maintenance Division to AG-Pro, LLC of Gainesville, GA in the amount of \$175,934.70.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: WD

Recommendation:

Approve the purchase of a John Deere Alamo 6110M Boom Mower for the Road Maintenance Division to AG-Pro, LLC of Gainesville, GA in the amount of \$175,934.70.

Purpose of Request:

Approve the purchase of a John Deere Alamo 6110M Boom Mower for the Road Maintenance Division to AG-Pro, LLC of Gainesville, GA in the amount of \$175,934.70.

History:

Facts and Issues:

This purchase will be made using the state contract #SWC 99999-01-SPD0000102-003. The purchase order will be made out to Alamo USA and Ag-Pro is the representative distributor that sells these mowers.

Options:

Funding Requested

\$ 175,934.70

Are funds within current budget?

Yes

Source of Funds

Capital Projects Fund

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

Yes

Has it been reviewed by the County Attorney?

No

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
DH	WD	CP	TS
Finance	Attorney	Administration	Clerk
NB	VS	ZP	LR

Attachments:

Financial Supplement
Alamo Boom Mower



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

AGENDA ITEM 543/2021

Funds Requested: \$ 175,934.70

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
FY22	005 - CAPITAL PROJECTS	531 - ROAD MAINTENANCE	6005 - HEAVY EQUIPMENT	\$175,934.70

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WD

Phone: 770-297-2359



Hall County Government

FINANCIAL SERVICES

MEMORANDUM

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

DIRECTOR

Dena Bosten, C.P.A.

To: Board of Commissioners

From: Debra Howington, Buyer

Date: 09/27/2021

Re: Road Maintenance Boom Mower Purchase

The Road Maintenance Department is seeking approval to purchase one (1) John Deere Alamo 6110M Machette 22' Boom Mower. The recommended vendor is Ag-Pro LLC located in Gainesville, GA and holds the Georgia State Contract for this type of mower. The state contract number is SWC # 99999-01-SPD0000102-003. Total purchase price is \$175,934.70 and is funded from 532-6005.

Debra A. Howington (Purchasing)

From: William Greene <WGreene@agproco.com>
Sent: Saturday, September 25, 2021 11:12 AM
To: Debra A. Howington (Purchasing)
Subject: RE: EXTERNALQUOTE 24909326 dated 7/22/2021

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 Debra,

Here is the Contract# SWC # 99999-001-SPD0000102-003. Yes this is a state contract item. Agpro is the delivering Dealer for Alamo 6110 Machette 22'

Kind regards,

Bill

From: Debra A. Howington (Purchasing) <dhowington@hallcounty.org>
Sent: Thursday, September 23, 2021 1:32 PM
To: William Greene <WGreene@agproco.com>
Subject: EXTERNALQUOTE 24909326 dated 7/22/2021

Disclaimer

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 William,

You provide quote #24909326 dated 7/22/21 to our Road Maintenance Dept. for a 2021 Alamo 6110M Machette 22'. The amount quoted is \$165,315.16.

Is Ag-Pro still on state contract? If so, is this item a state contract item? Again, if so, can I have the state contract # this goes with?

Kind Regards,

Debra Howington, C.P.M.
Buyer
Hall County Financial Services
Purchasing Division
770-535-8263 Office
770-531-7112 Fax
dhowington@hallcounty.org
www.hallcounty.org



Quote #:	Q-00570	Contract:	Georgia SPD0000102-0003
Prepared By:	Jeffery Tribull	Freight Terms:	CP1 - PREPAY & ALLOW
E-Mail:	jtribull@alamo-group.com	Terms:	Net 30
Quoted On:	9/27/2021	Dealer PO #:	
Sales Order #:		End User PO #:	

Bill To:	Hall County, GA	Invoice:	Delayed
Ship To:	Hall County, GA	Loading Dock:	Yes
		ETA:	

Tractor Information:

Make:	John Deere	Station:	Cab	Front Tire:	440/80R24
Model:	6110M	Axle:	4WD	Rear Tire:	480/80R38

TRAC,JD6110M,C/4WD,16X16-MY20

QTY	PART #	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1.00	32121141	John Deere 6110M C4, 440/80R24 and 480/80R38 Nokian tires	\$120,315.00	15.00	\$102,267.75
TRAC,JD6110M,C/4WD,16X16-MY20 TOTAL:					\$102,267.75

Machete

QTY	PART #	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
1.00	04862233	22' Machete™ 3 Boom for MY2020- 6110M/6120M 4wd tractors	\$55,747.00	15.00	\$47,384.95
1.00	32121495	60" Severe Duty Rotary, Blade Bar, Swivel	\$21,892.00	15.00	\$18,608.20
1.00	32121913	Swivel Kit (Required with Swivel Heads)	\$0.00	15.00	\$0.00
1.00	02982002	Factory Mounting (Mounting, Labor and Oil)	\$9,028.00	15.00	\$7,673.80
1.00	02994921	Wire Harness Adapter for John Deere tractors	\$0.00	15.00	\$0.00
1.00	32121681	18'-22' Mount Kit, C4 6110M/6120M, Tier 4B, MY2020-	\$0.00	15.00	\$0.00
1.00	00888179	Freight Prepaid and Allow	\$0.00		\$0.00
Machete TOTAL:					\$73,666.95

Notes: **Commission:** 8.00 **TOTAL:** \$175,934.70

Signature: _____
Title: _____

Date: _____
PO: _____

- 1) The acceptance of this form is not firm until credit is approved and purchase order is accepted by Alamo Industrial in Seguin, TX
- 2) No purchase order will be accepted for a machine with less than full standard or optional safety equipment.
- 3) Approximate shipping and/or delivery dates can be confirmed only by Alamo Industrial in Seguin Texas and delivery is sometimes subject to change due to conditions beyond the control of Alamo Industrial
- 4) This sales order and quote form is subject to the Terms and Condition contained on page 3 of the form. If you did not receive page 2 containing the Terms and Conditions, please contact seller so that we may send them to you.
- 5) This sales order and quote form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this sales order & quote form by the buyer, including the buyers purchase order.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 510/2021

SUBJECT: Approve the award of IFB #017-42 Plumbing Repair Services for the Building Maintenance Division to Bill Worley Plumbing of Gainesville, GA. The estimated annual cost is \$78,600.00.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: WD

Recommendation:

Approve the award of IFB #017-42 Plumbing Repair Services for the Building Maintenance Division to Bill Worley Plumbing of Gainesville, GA. The estimated annual cost is \$78,600.00.

Purpose of Request:

Approve the award of bid #017-42 Plumbing Repair Services to Bill Worley Plumbing, Gainesville, GA. The estimated annual cost is \$78,600.00.

History:

Bill Worley Plumbing had this contract for the past four (4) years and this vendor is in good standing with the County.

Facts and Issues:

This will be year one (1) of a possible three (3) year contract.

Options:

Funding Requested

\$ 78,600.00

Are funds within current budget?

Yes

Source of Funds

General

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
-------	--------	------------	--------

Buyer	Submit	Purchasing	Budget
DH	WD	CP	TS
Finance	Attorney	Administration	Clerk
NB	VS	ZP	LR

Attachments:
Financial Supplement
Bid Tab
Executed award agreement



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

AGENDA ITEM 510/2021

Funds Requested: \$ 78,600.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
FY22	001 - GENERAL	113 - BUILDINGS	4483 - BUILDING MAINTENANCE	\$78,600.00

Budget Transfer Items:

Additional Information/Comments:

This contract supports all departments but is primarily utilized by Building Maintenance.

Contact for Questions: WD

Phone: 770-718-2370

IFB #: 017-42		Bill Worley Plumbing	B&W Mechanical Contractors
Plumbing Repair Services		Gainesville, GA	Lawrenceville, GA
Item No.	Item Description	Price	Price
1	Plumbing Repair and Installation Services		
1a	Regular hourly labor rate for plumbing technician	\$80.00	\$85.00
1b	Regular hourly labor rate for plumbing helper	\$60.00	\$75.00
1c	Overtime hourly labor rate for plumbing technician	\$100.00	\$127.35
1d	Overtime hourly labor rate for plumbing helper	\$80.00	\$112.50
1e	% Markup on parts	15.00%	15.00%
1f	Response time	2 Hours	2 Hours
1g	Number of fully qualified technicians	3 Plumbers 2 Helpers	10
2	Additional Services / Items, Hourly Rates		
2a	Use of Backhoe hourly rate	\$75.00	Cost + 15%
2b	Other Charges		
	Jetter	\$135.00 / Hr	\$400.00 / Invoice
	Camera	\$190.00	\$200.00 / Invoice
	Main Sewer Machine	\$75.00	
	Freeze Machine		\$300.00 / Invoice
	Propress		\$50.00 / Invoice
3	Capability to have qualified technician response to emergency repair request within two (2) hours of notification	Yes	

RECOMMENDED AWARD:

BILL WORLEY PLUMBING, GAINESVILLE, GA

BUDGET AMOUNT: ANNUAL CONTRACT

TOTAL AWARDED AMOUNT: ANNUAL CONTRACT
(PROJECTED ANNUAL EXPENDITURES APPROX \$80K)

BIDS MAILED: 16 HALL: 7

BIDS RECEIVED: 2 (0-NO BIDS) HALL: 1

FUNDS: GENERAL FUNDS - MISC DEPT

H. Bidder's Response: Vendor's Name: BILL NORLEY PLUMBING INC. Bid # 017-42

Item	Item Description	Bidder's Response
1.	Plumbing Repair and Installation Services	
a.	Regular hourly labor rate for plumbing technician:	\$ <u>80.00</u> / Hr
b.	Regular hourly labor rate for plumbing helper:	\$ <u>60.00</u> / Hr
c.	Overtime hourly labor rate for plumbing technician:	\$ <u>100.00</u> / Hr
d.	Overtime hourly labor rate for plumbing helper:	\$ <u>80.00</u> / Hr
e.	% markup on parts:	<u>15</u> %
f.	Response time:	<u>2 HOURS</u>
g.	Number of fully qualified technicians:	<u>3 PLUMBERS</u> <u>2 HELPERS</u>
2.	Additional Services/Items	
a.	Use of Backhoe:	\$ <u>75.00</u> / Hr
b.	Other Charges	
	<u>JETTER</u>	\$ <u>135.00</u> / Hr
	<u>CAMERA</u>	\$ <u>190.00</u> / Hr
	<u>MAIN SEWER MANHOLE</u>	<u>75.00</u> / Hr
3.	Does your company have the ability to respond to an emergency repair request and have a qualified technician on scene within the required two (2) hours from receipt of emergency repair notification?	
	Initial One: Yes <u>BW</u> No _____	

I. Evaluation and Award: Bid responses received from this IFB will be tabulated and evaluated by the Purchasing Division, presented to the Board of Commissioners, and a contract will be awarded to one (1) or more vendors as a result of this IFB.

J. Questions: Questions concerning proposal submission should be directed to Chuck Pinney, Senior Buyer, cpinney@hallcounty.org, 770-535-8271. All questions must be submitted in writing no later than 12:00 noon, Monday, June 7, 2021. Responses to all questions received will be compiled and answers issued as an addendum to this IFB.

K. Exceptions to or Variations from Specifications: Any exceptions, variances, or differences in enclosed specifications must be stated here to be considered. If none are stated, it will be understood that bid proposal is exactly as specified: (Insert additional pages if necessary)

N/A

H. Bidder's Response: Vendor's Name: B&W Mechanical Contractors Inc. Bid # 017-42

<u>Item</u>	<u>Item Description</u>	<u>Bidder's Response</u>
1.	Plumbing Repair and Installation Services	
a.	Regular hourly labor rate for plumbing technician:	\$ <u>85.00</u> / Hr
b.	Regular hourly labor rate for plumbing helper:	\$ <u>75.00</u> / Hr
c.	Overtime hourly labor rate for plumbing technician:	\$ <u>127.35</u> / Hr
d.	Overtime hourly labor rate for plumbing helper:	\$ <u>112.50</u> / Hr
e.	% markup on parts:	<u>15</u> %
f.	Response time:	<u>2 hours</u>
g.	Number of fully qualified technicians:	<u>10</u>
2.	Additional Services/Items	
a.	Use of Backhoe: /Rentals	\$ <u>cost +15%</u>
b.	Other Charges	
	Hydro Jetter \$400 per inv. Freeze Machine \$300 per inv.	\$ <u></u>
	Camera \$200 per inv. Propress \$50 Per inv.	\$ <u></u>

3. Does your company have the ability to respond to an emergency repair request and have a qualified technician on scene within the required two (2) hours from receipt of emergency repair notification?

Initial One: Yes X No

I. Evaluation and Award: Bid responses received from this IFB will be tabulated and evaluated by the Purchasing Division, presented to the Board of Commissioners, and a contract will be awarded to one (1) or more vendors as a result of this IFB.

J. Questions: Questions concerning proposal submission should be directed to Chuck Pinney, Senior Buyer, cpinney@hallcounty.org, 770-535-8271. All questions must be submitted in writing no later than 12:00 noon, Monday, June 7, 2021. Responses to all questions received will be compiled and answers issued as an addendum to this IFB.

K. Exceptions to or Variations from Specifications: Any exceptions, variances, or differences in enclosed specifications must be stated here to be considered. If none are stated, it will be understood that bid proposal is exactly as specified: (Insert additional pages if necessary)

1. Davis Bacon Compliance-Sensitive personnal information,ie. SSN#, may not be given

IFB #017-42, Plumbing Repair Services
VCC: 910-60,

16 7 6 3 6 5 0

COMPANY NAME	CITY	STATE	ZIP	CONTACT NAME	Bids	Hall	Bid List	Look-Up	Vendor Request	Bid Board	No Bid
ADS PLUMBING, LLC	LULA	GA	30554	ANDY STANDRIDGE	1	1	1				
ALLIANCE PLUMBING AND DRAIN	SUWANEE	GA	30024		1			1			
B&W MECHANICAL CONTRACTORS INC	LAWRENCEVILLE	GA	30043	DON CARROLL	1			1			
BILL WORLEY PLUMBING INC.	GAINESVILLE	GA	30501	BILL WORLEY	1	1	1				
BILLY BELL PLUMBING	GAINESVILLE	GA	30506	BILLY BELL	1	1	1				
DODGE DATA & ANALYTICS	GRAND PRAIRIE	TX	75052	NICHOLE CANETE	1				1	1	
DODGE DATA & ANALYTICS					1				1	1	
GAINESVILLE MECHANICAL, INC.	GAINESVILLE	GA	30507	RUSTY B. GRAVITT	1	1	1				
GEE HEATING AND AIR, INC.	GAINESVILLE	GA	30501	JOE 'TIM' GEE	1	1	1				
LAWSON AIR CONDITIONING & PLUMBING	GAINESVILLE	GA	30503	VINCE DAVIS	1	1	1				
MAXAIR MECHANICAL	MARIETTA	GA	30067	MIKE STEPHENS	1				1		
NORTH AMERICAN PROCUREMENT COUNCIL PBC	GRAND JUNCTION	CO	51804	ERIC JOHNSON	1				1	1	
PRIME RETAIL SERVICES, INC.	FLOWERY BRANCH	GA	30542	TAMMY M. CORNETT	1	1		1			
PWXPRESS	JACKSONVILLE	FL	32208	MARY MILLER	1					1	
THE BLUE BOOK	JEFFERSON VALLEY	NY	10535	ERIN McVEIGH	1				1	1	
THE PATE GROUP, LLC	SUWANEE	GA	30024	MICHAEL PATE	1				1		

Plumbing Repair Services Annual Contract

This agreement, made and entered into this 1st day of July, 2021, by and between the Hall County Board of Commissioners, 2875 Browns Bridge Road, Gainesville, GA 30504 (hereinafter referred to as "County") and Bill Worley Plumbing, Inc., 2427 Hilton Way, Suite A, Gainesville, GA 30501 (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County intends to provide for Plumbing Repair Services Annual Contract per IFB #017-42, herein referred to as the "project" and has entered into an agreement for the necessary services or products provided by the project, and;

Whereas, the contractor desires to perform the project.

Hall County's Request for Proposal #017-42 issued on May 25, 2021, for Plumbing Repair Services Annual Contract, the bidders response on same (all originals are on file in the Hall County Purchasing Division, 2875 Browns Bridge Road, 4th Floor, Gainesville, GA 30504), and this contract are all incorporated into and made a part of this agreement by reference. This contract will become effective upon execution of all documents.

Contractor agrees to furnish all labor, material, and equipment necessary to provide Plumbing Repair Services Annual Contract services per the pricing contained on Attachment A, Price Schedule.

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

Plumbing Repair Services Annual Contract

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2021

Notary Comm. Exp.

Hall County, Georgia

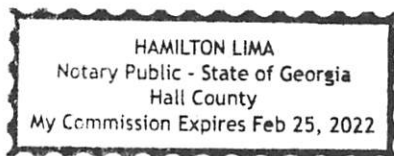
By: _____
Richard Higgins, Chairman
Board of Commissioners

Subscribed and sworn to in our
presence this 31 day of
August, 2021

Hamilton Lima
Notary Comm. Exp.

Bill Worley Plumbing, Inc.

By: David Medders
David Medders
Vice President





AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 534/2021

SUBJECT: Approve the award of Blackshear Place Library Roof Replacement for the Building Maintenance Division to Garland/DBS, Inc. of Cleveland, OH in the amount of \$145,933.00.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: WD

Recommendation:

Approve the award of Blackshear Place Library Roof Replacement for the Building Maintenance Division to Garland/DBS, Inc. of Cleveland, OH in the amount of \$145,933.00.

Purpose of Request:

To provide for the replacement of the Blackshear Place Library Roof

History:

Garland/DBS has been used before and is a vendor in good standing with the County.

Facts and Issues:

Garland/DBS performed a formal bid process and the awarded amount was the low bid price resulting from that process and their OMNIA Partners, Public Sector (U.S Communities) Cooperative contract pricing. Price Proposal #25-GA-200548, dated 08/16/2021 has been provided.

Options:

Funding Requested

\$ 145,933.00

Are funds within current budget?

Yes

Source of Funds

Building Maintenance CIP

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
CP	WD	CP	TS
Finance	Attorney	Administration	Clerk
NB	VS	ZP	LR

Attachments:

Financial Supplement

Garland-DBS Quote 25-GA-20058

Blackshear Place Library Roof Replacement Memo



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

AGENDA ITEM 534/2021

Funds Requested: \$ 145,933.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Building Maintenance CIP

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2022	005 - CAPITAL PROJECTS	513 - BUILDING MAINT CAP PROJS	6002 - BUILDINGS	\$145,933.00

Budget Transfer Items:

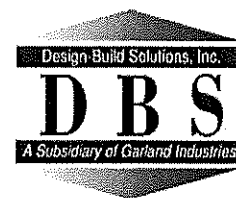
Additional Information/Comments:

Contact for Questions: WD

Phone: 770-718-2370



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Hall County Government
Blackshear Place Library
2927 Atlanta Hwy
Gainesville, GA 30507

Date Submitted: 08/16/2021

Proposal #: 25-GA-200548

MICPA # PW1925

Georgia General Contractor License #: GCCO003281

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Base Bid - Single Ply Roof Recover

Preparation of Wet Areas

1. Tear off the existing saturated roof areas identified in the scan and replace them with like thickness Poly-Iso Insulation and 1/4" Densdeck Prime fastened the deck.

Insulation

2. Install a new layer of 1/4" inch Densdeck Prime board over the existing roof and fasten the board through using the specified rates as provided by the wind uplift calculations.
3. At drain lines, parapet walls, units, and drains, install appropriate crickets to accommodate best drainage into the roof drains. Sump the insulation 4'x4' around all roof drains.

Roof System

4. (At torn out areas only) Install one ply of HPR Torch Mod Bit Base Sheet over the densdeck board per specifications and installation details.
5. (At torn out areas only) Install one ply of Stressply 4 Smooth Mod Bit Cap Sheet over the base sheet in per specifications and installation details.
6. (Over Entire Roof System)

- a. Install a new MA 60 mil TPO membrane using the specified plates and fasteners

Flashings

7. Install new TPO flashings over the existing per specs, details, and data sheets.
8. At the wall with windows, flash up the stucco face 6"-8" with TPO and terminate. At the window sills, wrap the bottom sill and terminate. If a wood frame box is needed, build to 6" tall.
9. Flash all roof drains following the specified details.

Metal and Misc. Details

10. Install new fabricated 24-gauge Kynar Coated counter flashing metal under all coping on all parapet walls. Install new counter flashing on all curbs and interior walls under the existing. Install new Kynar coated gravel stop on the perimeter edge where gravel stop exists and flash with TPO Seam Tape.
11. Replace all damaged storm collars and metal clamps as necessary.
12. Provide a 2 yr labor warranty from the contractor installing the roof system.

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.05	Tear-off & Dispose of Debris: SYSTEM TYPE BUR W/ Insulation and Mineral Surfacing - Metal Deck	\$ 2.22	1,250	SF	\$ 2,775
6.11.01	Roof Deck and Insulation Option: METAL ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION INSULATION OPTION: Mechanically Fasten Polyisocyanurate / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	\$ 3.81	1,250	SF	\$ 4,763
4.27	Insulation Recovery Board & Insulations Options: INSULATION SLOPE OPTION Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered with Insulation Adhesive	\$ 8.44	500	SF	\$ 4,220
12.03.01	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply of Torch Base Sheet Installed with Torch Application: BASE PLY OPTION: SBS Modified Asphalt-Based, Fiberglass Reinforced Torch Base Sheet - Minimum of 80 lbf/in tensile Torch-Applied Base Sheet (ASTM D 5147)	\$ 2.72	1,250	SF	\$ 3,400

23.127	Common Roof Repair Items: Torch Cap Sheet Over Repair Area (> 500 SF)	\$ 9.21	1,250	SF	\$ 11,513
17.01.01	FULLY ADHERED SINGLE-PLY ROOF SYSTEMS: METAL DECK - SINGLE-PLY APPLICATION INSULATION OPTION: Mechanically Fasten Polyisocyanurate / Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20	\$ 3.63	4,000	SF	\$ 14,520
17.05.05	FULLY ADHERED SINGLE-PLY ROOF SYSTEMS: ROOF CONFIGURATION: Fully Adhered Single-Ply Roof System Installed Over Prepared Surface or Insulation SINGLE-PLY ROOF TYPE: ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 60 Mil Thickness	\$ 3.87	4,000	SF	\$ 15,480
23.95	Roof Drainage, Scuppers, Stacks, Curbs and Pitch Pockets Installation of Roof Curbs 2" X 6"	\$ 6.54	600	LF	\$ 3,924
20.04.05	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: Single-Ply Flashings - Fully Adhered Single-Ply Roof Flashings Installed on Corresponding Single-Ply Roof Systems ROOF MEMBRANE OPTION: ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 60 Mil Thickness	\$ 7.69	2,000	SF	\$ 15,380
	Metal Stretch-Out: 24 Gauge Kynar Counter Flashings with Four (4) Bends	\$ 14.13	600	LF	\$ 8,478
	Sub Total Prior to Multipliers				\$ 84,452
22.01	MULTIPLIER - DIFFICULT ROOF OR BUILDING ACCESS Multiplier is applied when labor production is effected by roof or building access. Situations that can cause roof access to be more difficult include, but are not limited to: no access for lifts or cranes, access is dependent upon road closure, access point requires the closure of a building entrance, roof level is not accessible from the ground, roof area is interior to adjacent roofs or roof materials and materials and equipment must be loaded to one roof area and carried to another roof area, roof materials and equipment must be carried to the roof through an interior building access point, no or limited staging areas on the ground, etc.	24	\$ 84,452	%	\$ 20,268
22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	20	\$ 84,452	%	\$ 16,890

22.12	MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE Multiplier is applied when labor production is effected because the roof area is not a box- or rectangular-shaped. Situations considered to be non-standard architecture can include, but are not limited roof areas that contains sharp angles and/or curves, have multiple roof area dividers or expansion joints, long and narrow	15	\$ 84,452	%	\$ 12,668
22.19	MULTIPLIER - ROOF SIZE IS GREATER THAN 3,000 SF, BUT LESS THAN 5,000 SF Multiplier is applied when Roof Size is greater than 3,000 SF, but less than 5,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs	17	\$ 84,452	%	\$ 14,357
Total After Multipliers					\$ 148,636

Base Bid Total Maximum Price of Line Items under the MICPA: **\$ 148,636**

Proposal Price Based Upon Market Experience: **\$ 145,933**

Garland/DBS Price Based Upon Local Market Competition:

Tera-Systems, LLC.	\$ 145,933
Innovative Roofing Group	\$ 147,791
National Building Contractors, Inc.	\$ 157,979

Unforeseen Site Conditions:

Wood Blocking (Nailer) Replacement (per Linear Foot)	\$ 5.13
Additional Insulation Replacement (per Square Foot)	\$ 5.70
Decking Replacement (per Square Foot)	\$ 28.50

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

Viking Products Group, Inc. MAINTENANCE & CARE REQUIREMENTS 3812 East 91 st Street Cleveland, OH. 44105 Ph.: 800-350-2142 Fax: 800-350-2307

A. REGULAR MAINTENANCE

1. The roof must be inspected at least twice yearly (in the spring and fall) and after any severe storms. Record maintenance procedures as they occur. Log access times and parties working on the roof.
2. All counter flashing, metal work, equipment curb and supports, pitch pockets, caulking, and any other rooftop accessories functioning in conjunction with the membrane roofing systems must be kept properly maintained at all times.
3. Proper maintenance and good roofing practice requires that ponded water (defined as standing water on the roof forty-eight (48) hours after it stops raining) must not be allowed on the roof. Roofs must have slope to drain and all drain areas must remain clean. Bag and remove all debris from the roof since, debris on the roof surface will be quickly swept into the drain by rains. This will allow for proper water runoff and avoid overloading the roof with ponded water.
4. Materials should not be stored on the roof, and the building owner should remove broken bottles, metal, etc., and report all damage and vandalism to Viking Products Group, Inc.
5. Regular cleaning must be done in areas where contaminants potentially harmful to the roof system may accumulate, i.e., oil, grease, freon, acids, solvents. Contact Viking Products Group, Inc. Technical Department on additional preventative maintenance as exposure to these chemicals could void the warranty.
6. The Viking Products Group, Inc. Roofing System is designed to be a waterproofing membrane. If there is to be roof traffic for any reason, contact your Viking Products Group, Inc. Approved Applicator for the installation of approved protective walkways.

B. SHOULD YOU HAVE A LEAK:

1. Contact the Viking Products Group, Inc. Technical Manager.
2. Determine the cause of the leak (it may be the result of a clogged drain, broken pipes, loose counter flashing, broken skylights, open grills or vents). Failure to determine the cause may result in a service charge fee.
3. Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature and time of day that the leak occurs are all important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip until the roof is dry. By being prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
4. Under the terms of the warranty, notify Viking Products Group, Inc. Roofing Systems in writing of all leaks within thirty (30) days.
5. If necessary, make temporary repairs with Viking Products Group, Inc. EPDM Repair Kit. Never use roof cement or petroleum base products.
6. Permanent repairs to the roofing system must be made by an approved Viking Products Group, Inc. contractor with Viking Products Group, Inc. products.

C. SHOULD YOU WANT TO MAKE ADDITIONS OR ALTERATIONS:

1. Contact Viking Products Group, Inc. in writing for approval before making alterations on, adjacent to, or through the roof system, or when changing the interior use of the building.

15 Year Material and Limited Workmanship Warranty

Viking Products Group, Inc., ("Viking") warrants to the building owner named below ("Owner"), subject to the terms, conditions, and limitations set forth herein, that for the period in which this Material & Workmanship Warranty is effective (as shown in paragraph 13) that Viking will repair leaks in the Viking roof system, installed by the approved contractor named below, however, Viking's maximum financial responsibility for repairing leaks during the lifetime of this warranty will be the cost of the materials supplied by Viking and used in on this roof system acknowledged by the by the owner to be \$_____

TERMS, CONDITIONS AND LIMITATIONS

1. Installation of the Viking products must be by the contractor named below and the roof system installation must have been installed in strict accordance with Viking's published or approved specifications.

2. During the term of this warranty, Viking shall have access to the roof for inspection during normal business hours.

3. Owner shall obtain Viking written approval before making any alterations of the roof or installing any structures, fixtures or utilities on or through the roof.

4. Owner shall provide Viking with written notice of any defect or leak in the roof and of any claim under this warranty within thirty (30) days of the discovery of the defect or leak. Such notice shall be given by certified mail to Viking Products Group, Inc., 3812 East 91st Street, Cleveland, OH. 44105. Attention: Technical Manager. If Viking's investigation of any claim under this warranty reveals that Viking is not responsible under the terms of this warranty for owner's claim, owner shall promptly reimburse Viking for the investigation and any repair costs incurred by Viking.

5. If there is a leak during the period in which this warranty is in effect caused by a defect in materials or workmanship within the scope of this warranty, Viking will repair the leak.

6. The leak repair remedy stated herein is the **SOLE AND EXCLUSIVE REMEDY** for defects in or failure of the materials supplied by Viking and defects in workmanship involved in the installation of such materials by the contractor. Viking **SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES TO THE BUILDING OR THE CONTENTS OF THE BUILDING, AS A RESULT OF ANY LEAK; DEFECT IN OR FAILURE OF MATERIALS SUPPLIED BY VIKING, OR DEFECTS IN WORKMANSHIP INVOLVED IN THE INSTALLATION OF SUCH MATERIALS BY CONTRACTOR.**

7. **THERE ARE NO EXPRESS WARRANTIES EXCEPT AS STATED HEREIN, AND VIKING HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, WEATHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. NO REPRESENTATIVE HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED HEREIN.**

8. This warranty shall not be applicable to damage or loss caused in whole or in part by:

- a. natural disasters, including but not limited to lightning, wind gust in excess of 55 mph, hail, hurricanes or similar natural disasters;
- b. vandalism, acts of war, or civil disturbances;
- c. alteration of the roof or installation of structures, fixtures or utilities on or through the roof without the prior written approval of Viking;
- d. environmental fallout or overexposure to commercial/industrial solvents, acids, caustic fluids, oils, waxes, greases, absorbent clays, bleaches, plasticizers or other harmful chemicals;
- e. failure by the Owner or lessee to use reasonable care in maintaining the roof;
- f. infiltration or condensation of moisture in, through, around, or above the walls of the building;
- g. acts of parties other than Viking or the contractor named below or;
- j. structural failure or failure of materials not supplied by Viking, such as insulation, fasteners and metal work or damage caused by lack of positive drainage (ponded water);
- i. insects or animals;
- j. deterioration or failure of any building component including, but not limited to, the roof substrate, walls or mortar; or
- k. errors and omissions by architects or engineers not retained by Viking Products; or
- l. failure to follow Viking Products Group, Inc. system maintenance and care requirements as listed on the back of this warranty.

9. Viking reserves the right to suspend its obligation under this warranty if (a) all bills for installation, supplies or service have not been paid in full to Viking, the contractor named below, or to the material suppliers; (b) the prescribed warranty fee has not been paid to Viking; (c) owner fails to reimburse Viking for any claim investigation costs as provided in paragraph 4 above. Notwithstanding the foregoing, the provisions of paragraphs 6 and 7 above shall remain in full force and effect.

10. This warranty is not transferable or assignable, including, without limitation, upon change of ownership of the building shown below unless the owner (a) notifies Viking in writing of its proposed change at least 45 days prior to the change; (b) pays Viking the warranty transfer fee which was in effect on the date this warranty was issued and (c) completes all repairs required by Viking in order to correct failures to comply with Owner's obligations under this warranty; and (d) receives Viking's written consent to the transfer or assignment. No transfer of this warranty as provided herein shall extend the expiration date of this warranty.

11. This warranty shall be construed under and in accordance with the laws of the State of Ohio. Any claims or dispute between Owner and Viking arising out of this warranty or relating to any material supplied or specifically required by Viking shall be resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association. With such arbitration to take place in Cleveland, Ohio.

12. This warranty shall be effective for a period of fifteen (15) years from the effective date set forth below and shall expire and thereafter be null and void without further notice.

Warranty Number: 12345-67-OH-8910

Effective Date: 01/01/2000

Owner's Name & Address

Any company USA

123 any street

Any town, state, zip code

Contractor's Name & Address

any contractor USA

123 any street

any town, state, zip code

Building Name: Office
Roof Identification: Warehouse
Completion Date: 01/01/2000

Roofing System: TPO Membrane
Flashing System: TPO Membrane
Square Footage: 123456

Viking Products Group, Inc.
3812 East 91st Street, Cleveland, Ohio 44105

By: Matt Robinson _____
Title: General Manager
Date: 01/01/2000

Warranty Acceptance:

Owner hereby accepts and agrees to the terms and conditions set forth in this warranty

Owner: _____

By: _____

Title: _____

Signature: _____



Hall County Government

FINANCIAL SERVICES

MEMORANDUM

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

DIRECTOR

Dena Bosten, C.P.A.

To: Board of Commissioners

From: Chuck Pinney, Purchasing Supervisor

Date: 09/27/2021

Re: Blackshear Place Library Roof Replacement

Building Maintenance is seeking approval to replace the Blackshear Place Library Roof by contracting with Garland/DBS, Inc., of Cleveland, OH, for the amount of \$145,933.00.

Garland/DBS performed a formal bid process and the awarded amount was the low bid price resulting from that process and their OMNIA Partners, Public Sector (U.S Communities) contract pricing. Price Proposal #25-GA-200548, dated 08/16/2021 has been provided.

This project will be funded via the Building Maintenance Capital Improvement Project Fund for Buildings.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 527/2021

SUBJECT: Approve the Intergovernmental Agreement between Hall County and Jackson County allowing Jackson County to connect their new public safety radio system to the Hall County public safety radio system's core equipment and also participate in annual cost sharing of the shared radio equipment.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: CR

Recommendation:

Approve the IGA between Hall County and Jackson County for the purpose of connecting Jackson County's radio system to the Hall County radio system.

Purpose of Request:

Jackson County has requested to connect their new public safety radio system to the Hall County radio system's core equipment. This will create the Hall Regional Radio System and mutually benefit both county's public safety agencies. Staff has prepared an Intergovernmental Agreement between Hall County and Jackson County that will allow for equipment maintenance and replacement cost sharing as well as measures for interoperable communications. Jackson County BOC approved the IGA on September 20th. This project is projected to be completed early 2023.

History:

Facts and Issues:

Options:

Allowing the connection of the Jackson County radio system to the Hall County radio system will allow for greater radio system coverage for both Hall and Jackson County. There are not additional costs associated with this agreement for Hall County.

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

Approvals:

Submit	Approve	Budget	Finance
CR	CR	NB	NB
Attorney	Administration	Clerk	
VS	ZP	LR	

Attachments:

IGA

INTERGOVERNMENTAL AGREEMENT
BETWEEN HALL COUNTY AND JACKSON COUNTY
REGARDING THE HALL RADIO SYSTEM

This Agreement is made on this 20th day of Sept, 2021 (the "Effective Date") by and among Hall County and Jackson County, political subdivisions of the State of Georgia (collectively referred to hereafter as the "Hall Regional Radio System").

WITNESSETH:

WHEREAS, the Parties to this Agreement are governmental entities, and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the Parties are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with activities these governments are authorized to undertake; and

WHEREAS, Hall County has acquired the "SmartZone Controller" (defined as a technological system used to process commands, call processing, and mobility management functions for the radio communications system and trunking call processing for system operations) and will be capable of directly interfacing with Federal, State, and local governments, including Jackson County. Further, Jackson County is purchasing, designing, implementing and deploying a simulcast subsystem with technology that can interface directly with the SmartZone Controller acquired by Hall County; and

WHEREAS, it is advisable for the Parties to form a collaborative team to sustain a secure real-time interoperable communications network with the goal of achieving increased public safety through direct seamless communication; and

WHEREAS, Parties agree to pursue grant funds jointly and separately to enhance interoperable radio communication between multiple jurisdictions through Georgia Emergency Management Agency (GEMA), the Department of Homeland Security (DHS) and other grant mechanisms;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the Parties hereto, do hereby agree and consent to the following:

I. CREATION OF HALL REGIONAL RADIO SYSTEM

The Parties agree to create and participate as a member of a collaborative team for the purposes set out in this Agreement and any other purposes related thereto. The collaborative team created by this Agreement shall be referred to as the "Hall Regional Radio System." The Hall Regional Radio System

shall be managed by a committee as set forth below. The Parties agree that each will act in accordance with the purposes of this Agreement as detailed below.

A. Purpose and Intent. The HALL REGIONAL RADIO SYSTEM is created for the following purposes:

1. To establish interoperable communications among the first responder providers both within and between their designated geographic areas;
2. To plan for future real-time interoperable communication needs to enhance public safety;
3. To share in the costs of establishing and managing an effective interoperable communications system; and
4. To expand scope of voice and data communications in the region so that in the future surrounding counties may become a part of a larger interoperable communications network.

B. Terms for Sharing Costs. The parties agree to share in the costs of the Smart Zone Controller under the following terms:

1. The parties agree to share in the costs of the Smart Zone Controller, and each party shall pay its respective proportion of the Annual Maintenance Expenses associated with the Smart Zone Controller. For the purposes of this Agreement, "Annual Maintenance Expenses" shall be defined as annual cost associated with the maintenance of infrastructure equipment shared by the parties, including local dispatch (Mobile Communications), Motorola monitoring, advanced replacement and repair of faulty components, 24/7 technical support, and any other expense associated with equipment shared by the parties under this Agreement and billed to Hall County by Motorola and participating vendors.
2. Each party shall be responsible for its proportion of the Annual Maintenance Expense of the Smart Zone Controller, commencing on January 1 of the year following a party's connection of one or more mobile or portable radios to the Smart Zone Controller. Hall County shall pay all costs associated with the Smart Zone Controller prior to the commencement of a party's cost share obligation.
3. Each party's proportional share of the Annual Maintenance Expense shall equal the total Annual Maintenance Expense divided by the number of parties to this Agreement. The total amount of the fees incurred shall be provided by invoice(s) from the company or companies that provide the services associated with the Smart Zone Controller ("Providers"). Hall County shall pay directly to the Providers the full amount of fees incurred from the Smart Zone Controller and associated services. Each party's proportion of the Annual Maintenance Expense of the Smart Zone Controller shall be determined in January of each year by the Hall County Radio System Manager and communicated by that representative to the other parties in writing by January 31 of each year, accompanied by an invoice to be paid within thirty (30) day and a copy of the invoice(s) from Providers.

4. Each party agrees to participate in the replacement or future capital costs of the Smart Zone Controller. The Hall County Systems Manager will track and provide each party with estimated upgrade information and a timeline for shared equipment. See Exhibit A for likely shared equipment and time estimates.

C. Infrastructure Responsibility. Each county shall be responsible for the design, implementation, testing and maintenance of its own infrastructure including electronics, tower sites and auxiliary equipment. Equipment shall be installed and maintained to industry standards and vendor recommendations. To maintain system integrity, all equipment, both infrastructure and subscribers, shall meet industry and vendor standards and shall be reviewed by the Executive Committee or their designees as identified below.

D. Legal Compliance. Each County shall be responsible for systems that comply with Federal, State and local regulations including, but not limited to, maintaining FCC licensing of its equipment, implementing sites that meet FAA requirements, and utilizing the most recent APCO, NFPA, National Electric Code and other applicable standards.

E. Upgrades. System upgrade schedules shall be implemented at the sole discretion of the Hall County Radio System Manager. The parties or their designee agree to work in good faith with Hall County to determine a practical and reasonable time for upgrades to occur.

F. Interoperable Communications. To ensure that both jurisdictions have the ability to communicate seamlessly with each other and to provide for interoperable communications during significant events, disasters, or planned events, both jurisdictions agree to the following:

1. Each party shall create a zone in all subscriber units and dispatch consoles that contain appropriate jurisdictional talk groups that may be utilized as needed for the purpose of efficient communications during inter-agency operations.
2. Each party shall create a zone in all subscriber units and dispatch consoles that contain pre-established interoperable talk groups.
3. The use of the above mentioned talk groups will be considered as "Wide Area Roaming" talk groups. In the event there is an unacceptable number of System Busies, either Party may request that the other Party meet and evaluate the shared Wide Area Talk Groups in an attempt to resolve the System Busies issue.

G. Creation of Committees and Mutual Responsibilities. The parties agree to create and participate in a committee designated to managing the Smart Zone Controller and the terms of this Agreement, assigning sufficient and knowledgeable personnel to carry out the goals and specific projects of the HALL REGIONAL RADIO SYSTEM, and to carry out any other related objectives and goals associated with achieving interoperable communications for public safety purposes among various agencies. To facilitate the goals of this provision, the parties agree to the following:

1. The Directors of EMA and 911 of the governing bodies of Hall County and Jackson County Georgia shall be the executive committee members. The Chairperson of the Executive Committee shall be a representative from Hall County.
2. The Executive Committee shall meet when necessary to discuss issues relative to the goals of the HALL REGIONAL RADIO SYSTEM, organize themselves as they deem necessary, and do whatever else is in the interest of achieving the goals of the HALL REGIONAL RADIO SYSTEM.
3. The Members of the Executive Committee shall:
 - a. Create ad hoc committees as needed, such as technical and operational Committees;
 - b. Work together to execute vendor contracts, implement communications technologies, and improve public safety operations for their citizens, and all such contracts shall be subject to the approval of the Executive Committee and the governing bodies of each of the member counties, as appropriate;
 - c. Plan for future communication needs of the members of HALL REGIONAL RADIO SYSTEM and any future members;
 - d. Meet with the frequency necessary (and at least quarterly), and organize themselves as they deem necessary to perform these tasks and to advise the Executive Committee members on current issues regarding the matters referenced herein;
 - e. Cooperate in the day-to-day issues of implementing the various contracts negotiated and entered hereunder and upgrading and testing the communication equipment purchased and used by their governmental units; and do anything else necessary or advisable to carry out the objectives and goals associated with achieving interoperable communications among various agencies;
 - f. Establish any function that deals with the operation of the system.

II. TERM

This Agreement shall commence on the effective date set forth herein and shall continue for a term of twenty(20) years. This Agreement may be renewed for up to four(4) additional five(5) year terms by agreement of the governing bodies of each party.

III. NOTICE

All notices and written requests required herein shall be sent via U.S. Mail to the address for the governing body of each party, with a copy to the county attorney for each party. All notices shall be effective when received.

IV. EXECUTION OF THIS AGREEMENT

Each party to this Agreement shall sign two (2) signature pages in blue ink.

V. ANNUAL MAINTENANCE ON SHARED EQUIPMENT

Hall County agrees to provide annual maintenance on shared equipment under their Mobile Communications Maintenance contract. See exhibit A for a complete list of shared equipment.

VI. TERMINATION

Either Party may terminate this Agreement for breach if, after giving ninety(90) days prior written notice to the breaching Party, the breaching Party fails to cure its own material breach or default under this Agreement. This Agreement may also be terminated on a specific date if mutually agreed upon by both Parties.

VII. NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

VIII. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.

IX. SUCCESSORS AND ASSIGNS

No party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other parties hereto. Nothing herein shall be construed as creating any personal liability on the part of any officers or employees or members of the governing body, agents or officials of any party.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation, oral or written, not set forth and incorporated herein shall be binding upon the parties hereto. All subsequent changes to this Agreement must be signed by all parties.

XI. SEVERABILITY

In the event any section of this Agreement is declared and adjudged invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in two counterparts, each to be considered as an original by its authorized representative, on the day and date hereinabove written.


HALL COUNTY, GEORGIA

Richard Higgins, Chairman
Hall County Board of Commissioners

ATTEST:

Lisa A. Ritchie, County Clerk (SEAL)

JACKSON COUNTY, GEORGIA



Tom Crow, Chairman
Jackson County Board of Commissioners

ATTEST:



Kevin Poe, County Clerk (SEAL)



EXHIBIT A

Identifying shared equipment and the likely date of upgrade.

HP DL380 G10 virtual server housing the zone controller and network management servers – EST APRIL 2028
HP DL380 G8 virtual servers housing the zone controller and network management servers – EST APRIL 2028
Seagate 4525 Direct-attached storage (DAS) – EST APRIL 2028
MRV LX-4000T Terminal Server – EST APRIL 2028
Two (2) Aruba 2930F-48 Core LAN Switches – EST APRIL 2028
Motorola S6000 Core Router – EST APRIL 2028
Juniper SRX 1500 Edge Router – EST APRIL 2028
Two (2) Aruba 2930F-24 Core Backhaul Switches – EST APRIL 2028
Fortinet FortiGate 101E Firewall – EST APRIL 2028
TRAK 9100 Time and Frequency Standard – EST APRIL 2028
Network Management Client – EST APRIL 2028



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 533/2021

SUBJECT: Approve the purchase of twenty-seven (27) Motorola portable radios and accessories for the Emergency Management and 9-1-1/Central Communication Divisions from Motorola Solutions of Schaumburg, IL in the amount of \$115,496.85.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: CR

Recommendation:

Approve the purchase of twenty-seven (27) Motorola portable radios and accessories for the Emergency Management and 9-1-1/Central Communication Divisions from Motorola Solutions of Schaumburg, IL in the amount of \$115,496.85.

Purpose of Request:

Approve the purchase of twenty-seven (27) Motorola portable radios and accessories for the Emergency Management and 9-1-1/Central Communication Divisions from Motorola Solutions of Schaumburg, IL in the amount of \$115,496.85.

History:

Motorola is a vendor in good standing with Hall County.

Facts and Issues:

Hall County has standardized on Motorola portable radios for use by their emergency services departments/divisions. This purchase will provide new Motorola portable radios for use by emergency services personnel. These radios are sourced via Motorola Solutions per their existing State of Georgia Contract #99999-SPD-NVPWA06913, valid through 12-31-2021.

Options:

Funding Requested

\$ 115,496.85

Are funds within current budget?

Yes

Source of Funds

Capital Projects Fund for EMA and E-911

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

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
CP	CR	CR	NB
Budget	Finance	Attorney	Administration
TS	NB	VS	ZP
Clerk			
LR			

Attachments:

Financial Supplement

Motorola Quote 1513641

EMA-911 Motorola Solutions Memo



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

AGENDA ITEM 533/2021

Funds Requested: \$ 115,496.85

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects Fund for EMA and E-911

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2022	005 - CAPITAL PROJECTS	522 - ENHANCED 911 CAPITAL	6010 - COMMUNICATIONS EQUIPMENT	\$79,496.85
2022	005 - CAPITAL PROJECTS	526 - EMA	6010 - COMMUNICATIONS EQUIPMENT	\$36,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CR

Phone: 770-536-3132



HALL COUNTY COMMISSIONERS

07/22/2021



07/22/2021

HALL COUNTY COMMISSIONERS
PO BOX 1435
GAINESVILLE, GA 30503

Dear Jimmie Taggart,

Motorola Solutions is pleased to present HALL COUNTY COMMISSIONERS with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide HALL COUNTY COMMISSIONERS with the best products and services available in the communications industry. Please direct any questions to Daniel Forshaw at Daniel.Forshaw@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Daniel Forshaw

Billing Address:
HALL COUNTY
COMMISSIONERS
PO BOX 1435
GAINESVILLE, GA 30503
US

Quote Date:07/22/2021
Expiration Date:10/20/2021
Quote Created By:
Daniel Forshaw
Daniel.Forshaw@
motorolasolutions.com

End Customer:
HALL COUNTY COMMISSIONERS
Jimmie Taggart
jtaggart@hallcounty.org
(770) 531-6772

Contract: 19860 - NASPO

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT MULTI					
1	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE*	4		\$7,492.00	\$5,092.88	\$20,371.52
1a	BD00001AA	ADD: CORE BUNDLE	4		\$2,824.00	\$1,919.69	\$7,678.76
1b	H499KC	ENH: SUBMERSIBLE (DELTA T)	4		Included	Included	Included
1c	H38DA	ADD: SMARTZONE OPERATION	4		Included	Included	Included
1d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	4		Included	Included	Included
1e	QA09028AA	ADD: VIQI VC RADIO OPERATION	4		Included	Included	Included
1f	QA03399AK	ADD: ENHANCED DATA	4		Included	Included	Included
1g	Q387CB	ADD: MULTICAST VOTING SCAN	4		Included	Included	Included
1h	QA00580BA	ADD: TDMA OPERATION	4		Included	Included	Included
1i	QA09001AM	ADD: WIFI CAPABILITY	4		Included	Included	Included
1j	Q361CD	ADD: P25 9600 BAUD TRUNKING	4		Included	Included	Included



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1k	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL*	4		\$0.00	\$0.00	\$0.00
1l	H637AA	ADD: APX NEXT DMS BUNDLE PROMO	4		-\$22.95	-\$22.95	-\$91.80
1m	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO	4		-\$300.00	-\$300.00	-\$1,200.00
1n	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO	4		-\$56.00	-\$56.00	-\$224.00
1o	BD00010AA	ADD: SECURITY BUNDLE	4		\$930.00	\$632.19	\$2,528.76
1p	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	4		Included	Included	Included
1q	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	4		Included	Included	Included
1r	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	4		Included	Included	Included
1s	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	4		Included	Included	Included
2	NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T	4		\$205.00	\$139.35	\$557.40
3	LSV01P01903A	APX NXT DMS SMART INSIGHT DIAGNSTC-PROMO	4	12 MONTHS	\$0.00	\$0.00	\$0.00
4	LSV01P01904A	APX NXT DMS SMART INSIGHT USAGE-PROMO	4	12 MONTHS	\$0.00	\$0.00	\$0.00
5	LSV01P01905A	APX NXT DMS SMART INSIGHT BATTERY-PROMO	4	12 MONTHS	\$0.00	\$0.00	\$0.00
6	SSV01P01407B	APX NEXT SMART PROG-PROMO	4	1 YEAR	\$75.00	\$75.00	\$300.00
7	SSV01P01406A	APX NEXT SMART CONNECT - PROMO	4	1 YEAR	\$75.00	\$75.00	\$300.00
8	SSV01P01901A	APX NEXT SMART MESSAGING-PROMO	4	1 YEAR	\$75.00	\$75.00	\$300.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
9	SSV01P01685B	SMART LOCATE MAPPING TRIAL	4	1 YEAR	\$56.00	\$52.15	\$208.60
10	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	4		\$157.00	\$106.72	\$426.88
11	PMMN4123A	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XV REMOTE SPEAKER MICROPHONE	4		\$435.00	\$295.70	\$1,182.80
12	LSV01P01414A	APX NEXT DMS ADVANCED SERVICE- PROMO	4	12 MONTHS	\$68.88	\$68.88	\$275.52
13	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
14	PSV01S02941A	SMARTMESSAGING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
15	SSV01P01476A	APX NEXT SMART LOCATE-PROMO	4	1 YEAR	\$75.00	\$75.00	\$300.00
16	SSV01P01902A	APX NEXT SMART MAPPING-PROMO	4	1 YEAR	\$75.00	\$75.00	\$300.00
17	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
APX™ 900							
18	H92UCF9PW6AN	APX 900 7/800 MHZ MODEL 2 PORTABLE	9		\$1,725.00	\$1,172.61	\$10,553.49
18a	QA06765AA	ALT: IMPRESS LI-ION 3000MAH	9		\$85.00	\$57.78	\$520.02
18b	Q667BB	ADD: ADP ONLY (NON- P25 CAP COMPLIANT) (US ONLY)	9		\$0.00	\$0.00	\$0.00
18c	G996AZ	ADD: PROGRAMMING OVER P25 (OTAP)	9		\$100.00	\$67.98	\$611.82
18d	QA04096AA	ENH: P25 TRUNKING	9		\$1,070.00	\$727.36	\$6,546.24
18e	QA09008AA	ADD: GROUP SERVICES	9		\$150.00	\$101.97	\$917.73
18f	H869CQ	ADD: MULTIKEY	9		\$75.00	\$50.98	\$458.82



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
18g	QA00580AF	ADD: TDMA OPERATION	9		\$450.00	\$305.90	\$2,753.10
18h	QA03399AA	ADD: ENHANCED DATA APX	9		\$150.00	\$101.97	\$917.73
18i	H885BK	ADD: 3Y ESSENTIAL SERVICE	9		\$95.00	\$95.00	\$855.00
19	PMNN4493A	BATT IMPRES LIION HE DENS IP68 3000T	9		\$135.00	\$91.77	\$825.93
20	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	15		\$76.00	\$51.66	\$774.90
21	PMMN4062AL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	15		\$117.70	\$80.01	\$1,200.15
	APX™ 4000 Series	APX4000					
22	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	13		\$2,120.00	\$1,441.13	\$18,734.69
22a	Q667BB	ADD: ADP ONLY (NON- P25 CAP COMPLIANT) (US ONLY)	13		\$0.00	\$0.00	\$0.00
22b	G996AZ	ADD: PROGRAMMING OVER P25 (OTAP)	13		\$100.00	\$67.98	\$883.74
22c	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	13		\$1,570.00	\$1,067.25	\$13,874.25
22d	H869CE	ENH: MULTIKEY	13		\$330.00	\$224.33	\$2,916.29
22e	QA09008AA	ADD: GROUP SERVICES	13		\$150.00	\$101.97	\$1,325.61
22f	QA00582AJ	ALT: IMPRES LI-ION 2500MAH UL BATTERY (NNTN8560)	13		\$130.00	\$121.06	\$1,573.78
22g	QA00580AF	ADD: TDMA OPERATION	13		\$450.00	\$305.90	\$3,976.70
22h	QA03399AA	ADD: ENHANCED DATA APX	13		\$150.00	\$101.97	\$1,325.61
22i	H885BK	ADD: 3Y ESSENTIAL SERVICE	13		\$95.00	\$95.00	\$1,235.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
23	NNTN8560A	BATT IMPRES LIION TIA4950 IP67 2500T	13		\$175.00	\$118.96	\$1,546.48
24	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	13		\$76.00	\$51.66	\$671.58
	APX™ 6000 Series	APX6000					
25	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	1		\$3,268.00	\$2,221.51	\$2,221.51
25a	H869BZ	ENH: MULTIKEY	1		\$330.00	\$224.33	\$224.33
25b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	1		\$100.00	\$67.98	\$67.98
25c	Q667BB	ADD: ADP ONLY (NON- P25 CAP COMPLIANT) (US ONLY)	1		\$0.00	\$0.00	\$0.00
25d	QA05570AA	ALT: LIION IMPRES 2 IP68 3400 MAH	1		\$100.00	\$67.98	\$67.98
25e	Q361AR	ADD: P25 9600 BAUD TRUNKING	1		\$300.00	\$203.93	\$203.93
25f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	1		\$121.00	\$121.00	\$121.00
25g	QA09008AA	ADD: GROUP SERVICES	1		\$150.00	\$101.97	\$101.97
25h	QA09001AB	ADD: WIFI CAPABILITY	1		\$300.00	\$203.93	\$203.93
25i	QA03399AA	ADD: ENHANCED DATA APX	1		\$150.00	\$101.97	\$101.97
25j	H38BT	ADD: SMARTZONE OPERATION	1		\$1,200.00	\$815.73	\$815.73
25k	QA07682AA	ADD: SMARTCONNECT	1		\$0.00	\$0.00	\$0.00
25l	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	1		\$515.00	\$350.08	\$350.08
26	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	13		\$163.00	\$110.80	\$1,440.40
27	PMMN4099CL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	1		\$132.00	\$89.73	\$89.73



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
28	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	1		\$157.00	\$106.72	\$106.72
29	PMMN4099CL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	13		\$132.00	\$89.73	\$1,166.49

Grand Total

\$115,496.85(USD)

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$191,196.22	\$115,496.85
Grand Total System Price	\$191,196.22	\$115,496.85

Notes:

- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: 

By: _____

Name: **Philip Landgrebe**

Name: _____

Title: **Area Sales Manager**

Title: _____

Date: **09/03/2021**

Date: _____



APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.

SmartConnect

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. The SmartConnect application keeps users connected and maintains critical LMR features through a broadband connection by extending Land Mobile Radio (LMR) networks for voice and data coverage outside normal LMR service areas. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as radio users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

SmartMessaging

The SmartMessaging application allows APX NEXT users to seamlessly and discreetly share multimedia communications over a Broadband connection, offloading traffic from mission-critical LMR networks while

enhancing public safety capabilities. From the APX NEXT home screen, users can send more detailed multimedia messages, with image, video, or audio file attachments, to enhance situational awareness and improve response success. An enhanced search and history functionality is available for users to easily access previous messages by name, content, and time range, helping them find specific information when needed.

SmartLocate

The SmartLocate application provides dispatchers with accurate location data over a broadband network, enabling better tracking of field personnel and improved situational awareness. By using the broadband network and CommandCentral Aware integration, SmartLocate can quickly send GPS coordinate updates and location information from the field to dispatchers to create a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and efficiently dispatch available units with confidence that resources are allocated where necessary. Access to CommandCentral Aware is not included with a SmartLocate subscription.

SmartProgramming

Leveraging DMS and RadioCentral provisioning capabilities, the SmartProgramming application allows APX NEXT radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

SmartMapping

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT radio's home screen to best support users wherever the mission takes them.





Hall County Government

FINANCIAL SERVICES

MEMORANDUM

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

DIRECTOR

Dena Bosten, C.P.A.

To: Board of Commissioners

From: Chuck Pinney, Purchasing Supervisor

Date: 09/27/2021

Re: Emergency Management Agency/E911 Motorola Portable Radio Purchase

Various emergency services departments are seeking approval to purchase a total of twenty-seven (27) Motorola portable radios and assorted accessories. The recommended vendor is Motorola Solutions of Schaumburg, IL, who holds the State of Georgia Contract for this proprietary material.

The state contract number is 99999-SPD-NVPWA06913-0004 and is based off the State of Washington's NASPO ValuePoint master agreement 06913, valid through 12/31/2021. The total purchase price of \$115,496.85 and portable phone quantities are allocated as follows:

<u>Department</u>	<u>Qty</u>	<u>Account</u>	<u>Amount</u>
Central Communications/E911	27	522-6010	\$79,496.85
<u>Emergency Management Agency</u>		<u>526-6010</u>	<u>\$36,000.00</u>
		Total	\$115,496.85



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 541/2021

SUBJECT: Approve the award of RFQ #42-006 Demand Services for On-Call Plumbing Contractors for various departments to B&W Mechanical Contractors, Inc. of Lawrenceville, GA and Bill Worley Plumbing, Inc. of Gainesville, GA.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: DB

Recommendation:

Approve the award of RFQ #42-006 Demand Services for On-Call Plumbing Contractors for various departments to B&W Mechanical Contractors, Inc. of Lawrenceville, GA and Bill Worley Plumbing, Inc. of Gainesville, GA.

Purpose of Request:

Approve the award of RFQ #42-006 Demand Services for On-Call Plumbing Contractors for various departments to B&W Mechanical Contractors, Inc. of Lawrenceville, GA and Bill Worley Plumbing, Inc. of Gainesville, GA.

History:

This is the first year Hall County will have demand services for plumbing. B&W Mechanical Contractors is a new vendor to Hall County, and Bill Worley Plumbing is in good standing with the County.

Facts and Issues:

This will establish a pool of qualified plumbing contractors to provide plumbing contractor services on an as-needed basis. This is year one (1) of a possible five (5) year contract. Task orders will be issued for individual projects and will be brought back before the Board depending on the price.

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:

Buyer	Submit	Purchasing	Budget
CP	NB	NB	TS
Finance	Attorney	Administration	Clerk
NB	VS	ZP	LR

Attachments:

42-006 Contract Doc, Bill Worley

42-006 Contract Doc, B&W Mechanical

42-006 Bid Tab



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

AGENDA ITEM 541/2021

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
-------------	------	----------	---------	--------

Budget Transfer Items:

Additional Information/Comments:

As work is assigned to these vendors via on-call needs through various departments, the budgets will be vetted and approved at the appropriate time before work commences.

Contact for Questions: DB

Phone:

770-718-5724

Demand Services for On-Call Plumbing Contractors Annual Contract

This agreement, made and entered into this 30th day of August, 2021, by and between the Hall County Board of Commissioners, 2875 Browns Bridge Road, Gainesville, GA 30504 (hereinafter referred to as "County") and Bill Worley Plumbing, Inc., 2427 Hilton Way, Suite A, Gainesville, GA 30501 (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County intends to provide for Demand Services for On-Call Plumbing Contractors Annual Contract per IFB #42-006, herein referred to as the "project" and has entered into an agreement for the necessary services or products provided by the project, and;

Whereas, the contractor desires to perform the project.

Hall County's Request for Proposal #42-006 issued on May 26, 2021, for Demand Services for On-Call Plumbing Contractors Annual Contract, the bidders response on same (all originals are on file in the Hall County Purchasing Division, 2875 Browns Bridge Road, 4th Floor, Gainesville, GA 30504), and this contract are all incorporated into and made a part of this agreement by reference. This contract will become effective upon execution of all documents.

Contractor agrees to furnish all labor, material, and equipment necessary to provide Demand Services for On-Call Plumbing Contractors Annual Contract services per the terms of the bid.

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

State of Georgia
County of Hall

RFQ #42-006

Demand Services for On-Call Plumbing Contractors Annual Contract

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2021

Notary Comm. Exp.

Hall County, Georgia

By: _____
Richard Higgins, Chairman
Board of Commissioners

Subscribed and sworn to in our
presence this 31 day of
August, 2021

Hamilton Lima
Notary Comm. Exp.

Bill Worley Plumbing, Inc.

By: David Medders
David Medders
Vice President



Demand Services for On-Call Plumbing Contractors Annual Contract

This agreement, made and entered into this 30th day of August, 2021, by and between the Hall County Board of Commissioners, 2875 Browns Bridge Road, Gainesville, GA 30504 (hereinafter referred to as "County") and B&W Mechanical Contractors, Inc., 1940 Riverside Parkway, Lawrenceville, GA 30043 (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County intends to provide for Demand Services for On-Call Plumbing Contractors Annual Contract per IFB #42-006, herein referred to as the "project" and has entered into an agreement for the necessary services or products provided by the project, and;

Whereas, the contractor desires to perform the project.

Hall County's Request for Proposal #42-006 issued on May 26, 2021, for Demand Services for On-Call Plumbing Contractors Annual Contract, the bidders response on same (all originals are on file in the Hall County Purchasing Division, 2875 Browns Bridge Road, 4th Floor, Gainesville, GA 30504), and this contract are all incorporated into and made a part of this agreement by reference. This contract will become effective upon execution of all documents.

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Demand Services for On-Call Plumbing Contractors Annual Contract

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2021

Notary Comm. Exp.

Hall County, Georgia

By: _____
Richard Higgins, Chairman
Board of Commissioners

Subscribed and sworn to in our
presence this 1st day of
September, 2021

Heather Davis

Notary Comm. Exp.
6/5/25

B&W Mechanical Contractors, Inc.

By: Chris Kinney
Chris Kinney
Account Manager



RFQ #: 42-006, Demand Services for On-Call**Plumbing Contractors**

		B&W Mechanical Contractors, Inc.	Bill Worley Plumbing, Inc.
		Lawrenceville, GA	Gainesville, GA
ITEM NO.	ITEM DESCRIPTION	RESPONSE	RESPONSE
1	MEET ALL GENERAL REQUIREMENTS AND SPECIFICATIONS TO PROVIDE ON-CALL PLUMBING SERVICES	YES	YES

RECOMMENDED AWARD:**B&W MECHANICAL CONTRACTORS, INC., LAWRENCEVILLE, GA****BILL WORLEY PLUMBING, INC., GAINESVILLE, GA****BUDGET AMOUNT: ANNUAL CONTRACT / AS-REQUIRED****TOTAL AWARDED AMOUNT: ANNUAL CONTRACT / AS-REQUIRED****BIDS MAILED: 16 HALL: 7****BIDS RECEIVED: 2 (0-NO BIDS) HALL: 1****FUNDS: VARIOUS**



HALL COUNTY
GEORGIA

Hall County Government

FINANCIAL SERVICES

I. Bidders Response

Bid No: 42-006

(This section to be completed by Contractor)

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

DIRECTOR

Dena Bosten, C.P.A.

The undersigned agrees, if bid is accepted within thirty days (30) calendar days after date of opening, to furnish all supplies or services in strict accordance with provisions of this Invitation for Bid at the price in the Bid Schedule. Delivery will be complete 30 calendar days after receipt of Notice of Award.

Hall County shall reserve the option to reject any or all bids, in whole or in part, or to select any bidder that the owner chooses to complete the described work. Award of bid will not be based solely on low bid, but also on quality, references, and other subjective criteria as the owner may deem necessary, and as the owner may determine at its sole discretion. The undersigned bidder expressly understands that his proposal may be rejected by the County for any reason without liability on the part of the owner to the undersigned bidder, even if the undersigned bidder is the apparent or actual lowest responsive and responsible bidder for the work.

Time Discounts allowed for prompt payment as follows: Discounts of less than fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

0 % Discount N/A Calendar Days.

Bid prices to remain firm for ninety (90) or 90 calendar days after opening of bid. Contractor must initial here if he changes the ninety (90) day requirement _____.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same supplies or services and is in all respects fair and without collusion or fraud. I understand that collusion bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards.

I. Bidders Response (Continued)
(This section to be completed by Contractor)

Bid No: 42-006

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Bidder Information
(Type or Print)

B&W Mechanical Contractors Inc.
Name of Company
1940 Riverside Parkway
Address
Lawrenceville GA. 30043
City State Zip Code
(770) 449-6000
Phone Number
chris.kinney@bwmech.com
Email Address

5 8 - 1 1 0 2 1 1 8 1 7 1 4
Tax ID Number

Name and Title of Person authorized to sign

Name: Chris Kinney

Title: Account Manager

Signature: 

**Name and Mailing Address or where
to send payments**

B&W Mechanical Contractors Inc.
Name of Company
1940 Riverside Parkway
Address
Lawrenceville GA. 30043
City State Zip Code
(770) 449-5807
Phone Number
(770) 441-5807
Fax Number

1 1 1 - 1 1 1 - 1 1 1 1 1
Social Security Number

**Acknowledge receipt of all issued addenda
by listing their numbers and date of issuance
below**

Addendum #1 Bid #42-006 June 9, 2021

Addendum #1 Bid #017-42 June 9, 2021

Bids not signed must be declared as "Non-Responsive" and not considered for award

XV. Vendor Information:

1. Firm Name: B&W Mechanical Contractors Inc>
Address: 1940 Riverside Parkway
Lawrenceville, GA. 30043
2. Normal Business Hours Phone (Toll-Free): 770-449-6000
3. Years In Business: 53
4. Web Site Address: www.bemech.com
5. Can You Meet Insurance Requirements? X Yes No
6. State Percent of Work of Your Total Business You Now Perform for Government Agencies: 50 %.

List (3) Three Agencies:

- a. Agency: Newton County Schools
Address: 11031-B Covington Bypass Covington, GA 30014
Contact: Scott Rains (rains.scott@newton.k12.ga.us)
Phone: 470-244-7686
- b. Agency: Dekalb County Fire Rescue
Address: 1950 W.Exchange Place Tucker, GA 30121
Contact: Brad Diodati (bsdiodati@dekalbcountyga.gov)
Phone: 404-587-6418
- c. Agency: Bartow County Board of Education
Address: 65 Gilreath Road SE Cartersville, GA 30121
Contact: Lamar Burt (lamar.burt@bartow.k12.ga.us)
Phone: 770-608-7074



B & W MECHANICAL

B&W Mechanical Contractors Inc Technical Proposal For Hall
County Systems

This technical proposal for B&W Mechanical Contractors Inc will be identified and demonstrate our ability to satisfy and exceed all the technical qualifications required to complete the plumbing service contract for Hall County.



B & W MECHANICAL SERVICE

1940 Riverside Parkway, Lawrenceville, Georgia 30043

Phone 770-441-8238

Fax 770-441-5807

www.bwmech.com

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B & W MECHANICAL SERVICE

1940 Riverside Parkway, Lawrenceville, Georgia 30043

Phone 770-441-8238

Fax 770-441-5807

www.bwmech.com

Introduction

B&W Mechanical Contractors strives to support our customers in protecting the health, safety, and comfort of their occupants and facilities. B&W Mechanical Contractors supports our customers by providing a twenty-four hour, seven days a week, three hundred and sixty-five days a year mechanical service company with over 53 years of knowledge and experience. B&W Mechanical Contractors is one of the largest mechanical contractors in the Southeast offering nationwide service in Plumbing & HVAC through a wide range of customizing delivery methods.

In partnering with our customers in maintaining the health, safety, and comfort of their occupants and facility B&W Mechanical Contractors, Inc. pledges the following:

- Investment in our corporate family of employees personally, professionally, and prolifically to see them succeed and prosper in the field of plumbing service.
- A comprehensive provider of plumbing services and repairs of the highest quality through superior performance, personalized service, and efficient and effective operations to fully meet the ever-changing needs of our customers.
- A recognized leader in the plumbing service industries and maintaining the highest ethical relationships with our employees, customers, suppliers, and competitors, to team with our partners for mutual success.

B&W Mechanical Contractors, Inc.'s focus revolves around the concept of helping our customers improve the health, safety, and comfort of their occupants and facility. B&W Mechanical Contractors can provide transparent, trustworthy, and effortless service to our customers that guarantees a predictable outcome of quality by strategically utilizing the most advanced technology tools, education process, and material available to us. Ensuring our customer plumbing issues can be resolved in a timely and professional manner.

Next time you require a quality plumbing service please contact me. My contact information is below

Respectively

Tim Rayner

Tim Rayner | Plumbing Service Manager

B&W Mechanical Contractors Inc

1940 Riverside Parkway Lawrenceville, Georgia 30043

Service: 770.441.8238 | Cell: 770.843.7145

After Hours: 770.449.6000

24 Hour - Full Service Provider

OFFERING PRECISION MAINTENANCE-AUTOMATION-PLUMBING





Hall County Government

FINANCIAL SERVICES

I. Bidders Response

Bid No: 42-006

(This section to be completed by Contractor)

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t. 770.535.8288 | f. 770.531.3972

DIRECTOR

Dena Bosten, C.P.A.

The undersigned agrees, if bid is accepted within thirty days (30) calendar days after date of opening, to furnish all supplies or services in strict accordance with provisions of this Invitation for Bid at the price in the Bid Schedule. Delivery will be complete 1 calendar days after receipt of Notice of Award.

Hall County shall reserve the option to reject any or all bids, in whole or in part, or to select any bidder that the owner chooses to complete the described work. Award of bid will not be based solely on low bid, but also on quality, references, and other subjective criteria as the owner may deem necessary, and as the owner may determine at its sole discretion. The undersigned bidder expressly understands that his proposal may be rejected by the County for any reason without liability on the part of the owner to the undersigned bidder, even if the undersigned bidder is the apparent or actual lowest responsive and responsible bidder for the work.

Time Discounts allowed for prompt payment as follows: Discounts of less than fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

0 % Discount NET 30 Calendar Days.

Bid prices to remain firm for ninety (90) or N/A calendar days after opening of bid. Contractor must initial here if he changes the ninety (90) day requirement N/A.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same supplies or services and is in all respects fair and without collusion or fraud. I understand that collusion bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards.

I. Bidders Response (Continued)
(This section to be completed by Contractor)

Bid No: 42-006

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Bidder Information
(Type or Print)

BILL WORLEY PLUMBING INC.
Name of Company

2427 HILTON WAY, SUITE A
Address

GAINESVILLE, GA 30501
City State Zip Code

(770) 536-1882
Phone Number

billworleyplumbi@att.net
Email Address

210-0049013
Tax ID Number

Name and Title of Person authorized to sign

Name: BILL WORLEY

Title: PRESIDENT

Signature: Bill Worley

Name and Mailing Address or where
to send payments

BILL WORLEY PLUMBING INC.
Name of Company

PO BOX 5843
Address

GAINESVILLE GA 30501
City State Zip Code

(770) 536-1882
Phone Number

() N/A
Fax Number

Or

| | | - | | - | | | |
Social Security Number

Acknowledge receipt of all issued addenda
by listing their numbers and date of issuance
below

ADDENDUM 1 6-9-2021

Bids not signed must be declared as "Non-Responsive" and not considered for award

- X. **User Departments:** Successful bidder will be required to deliver items covered by this invitation on an "as needed basis" during the life of contract from the Construction Management Department. Various departments will also be authorized to use this service during contract period. Each user department will furnish successful bidder a purchase order number to identify that department's charges; this number must appear on all paperwork submitted to the County.
- XI. **Evaluation and Award:** Inspection of facilities: The County may require the bidder to make their facility available for inspection or may require additional information concerning his ability to perform a contract for this service. Failure to comply if requested will be cause for rejection of bid.
- XII. **Quantities:** None of the user departments, individually or collectively, shall be required to utilize a contract to any minimum or maximum amount during the life of a contract issued as a result of this invitation. The County, when entering into a service contract, reserves the right to solicit for bid any single service or group of like service needs covered by such a contract, separately from said contract when deemed advantageous to the County to do so.

XIII. Questions:

1. All questions concerning the proper method of submittal of your proposal are to be directed to: Chuck Pinney, Purchasing Supervisor, cpinney@hallcounty.org, (770) 535-8270.
2. Any exceptions to or variations from the above specifications must be stated in the following section titled "Exceptions to Specifications" to be considered.

XIV. Exception to Specifications:

All exceptions to the enclosed specifications must be stated below to be considered:

N/A

XV. Vendor Information:

1. Firm Name: BILL WORLEY PLUMBING INC.
Address: 2427 HILTON WAY, SUITE A
GAINESVILLE, GA 30501
2. Normal Business Hours Phone (Toll-Free): 770-536-1882
3. Years In Business: 44
4. Web Site Address: NO WEBSITE
5. Can You Meet Insurance Requirements? ☒ Yes ☐ No
6. State Percent of Work of Your Total Business You Now Perform for Government Agencies: 35 %.

List (3) Three Agencies:

- a. Agency: HALL COUNTY
Address: 2875 BROWNS BRIDGE RD.
Contact: CHUCK PINNEY
Phone: 770-535-8271
- b. Agency: CITY OF GAINESVILLE
Address: 300 HENRY WARD WAY
Contact: DOUG SHEHAN
Phone: 678-858-5600
- c. Agency: _____
Address: _____
Contact: _____
Phone: _____

BILL WORLEY PLUMBING INC.

2427 Hilton Way SW, Suite A
GAINESVILLE, GEORGIA 30501
PH: (770) 536-1882

Located In The:
B & D Worley Properties Business Center

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workmanship and quality products."*

HALL COUNTY

DEMAND SERVICES FOR ON-CALL PLUMBING CONTRACTORS

RFC # 42-006

ISSUED: MAY 26, 2021

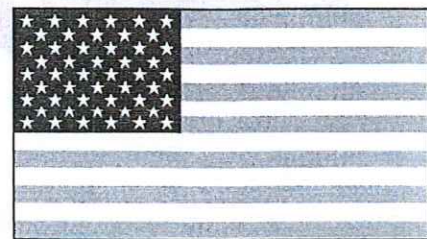
ORIGINAL



U.S. AIR FORCE

VIETNAM
WAR
VETERAN

DESERT
SHIELD / STORM
VETERAN



Certified Veteran Owned Business

BILL WORLEY PLUMBING INC.



VIETNAM
WAR
VETERAN

DESERT
SHIELD STORM
VETERAN



Certified Veteran Owned Business

CORPORATE HEADQUARTERS

PO BOX 5843
GAINESVILLE, GEORGIA 30504
PH: (770) 536-1882
FAX: (770) 536-8284

*"Making your life better with professional
workmanship and quality products."*

June 22, 2021

Ref: Letter of Introduction

Hello and thank you for your interest in Bill Worley Plumbing Incorporated. We are centrally located in beautiful Gainesville, Georgia. You will find us at 2427 Hilton Way SW, Suite A, B & D Worley Properties Business Center, located in Atlas Industrial Park just off Browns Bridge Rd. Locally owned and operated since 1977. For over 30 years we at Worley Plumbing have prided ourselves on engineering and designing for our valued customers the best looking and most efficient plumbing systems on the market. Our repeat customers state that we are the most professional and courteous plumbing service in town. We have been and will continue to be a company that strives to be #1 in the industry.

We offer commercial, industrial, and residential custom plumbing, and service work. Our commercial and industrial plumbing departments provide all types of commercial and industrial equipment installation. We have in-house sewer camera services, video taping of your sewer system and locating available. We also provide hydro-jetting of sewer systems with our own jetting equipment designed by Bill Worley. We provide sewer line replacements from 4" and up. Our residential plumbing department specializes in custom homes with a minimum of 3 bathrooms. Our service department can handle all your emergencies, additions, water line and drain line re-piping and remodeling needs. We offer gas pipe and equipment installations for boiler systems, water heaters, heaters, ranges, dryers and fire logs from sizes 3/4" threaded to 6" welded. We offer Delta, Kohler, Moen, Price Pfister, Bradford White, State, Crane, and all major name brand plumbing components in the plumbing industry.

In 2006 we began branching off into State, Federal and military contracting. We have completed over 100 projects. Some examples include: (8) projects at Paris Island Marine Recruit Depot/Naval Hospital Beaufort/Marine Air Station Beaufort South Carolina, (16) projects at Ft. Stewart & Hunter Army Air Field, Georgia, (26) at Dobbins ARB Atlanta Georgia, (1) FHA Tower Marietta Georgia, (9) Fort Benning Army Base, Columbus, GA, (12) Ft. Gordon Army Base, Augusta, GA, (7) at Albany Marine Logistics Base, Albany Georgia, (9) at Warner Robins Air Base, Warner Robins, GA, (20) at Shaw Air Force Base, Sumter, SC and many other bases. We currently have several other projects in various phases of completion and others awarded.

Attached you will find a list of a few of the projects we have completed in past years with pertinent information. We have also completed numerous Churches, Super Markets, Dental offices, Dialysis Centers, Quick Care/Emergency Care facilities, School renovations and restaurants. We currently are providing the emergency plumbing services for Hall County and small bid projects. We have held the Hall County Maintenance Contract several times over the years and have been awarded other County contracts. We are very capable of performing the type of work you are requesting and have proven we will work with your construction team to provide quality work and overcome any obstacles that arise during the construction or renovation scopes of work. Thank you for your time.

From the desk of:

Bill Worley
Owner/President
Bill Worley Plumbing Inc.
2427 Hilton Way Suite A
Gainesville, GA 30501
Cell # 404-925-6508
E-mail: billworleyplumbi@att.net

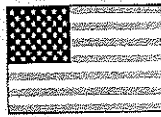
David Medders
General Manager/Vice President
Bill Worley Plumbing Inc.
2427 Hilton Way Suite A
Gainesville, GA 30501
Cell # 404-925-9003
E-mail: bwpigm@att.net

BILL WORLEY PLUMBING INC.



VIETNAM
WAR
VETERAN

DESERT
SHIELD STORM
VETERAN



Certified Veteran Owned Business

CORPORATE HEADQUARTERS

PO BOX 5843
GAINESVILLE, GEORGIA 30504
PH: (770) 536-1882
FAX: (770) 536-8284

*"Making your life better with professional
workmanship and quality products."*

June 22, 2021

Company Overview

Bill Worley Plumbing Inc., a Veteran owned small business, is a Georgia based commercial and industrial plumbing company serving the State of Georgia and surrounding areas within the southeastern United States. BWPI is a Georgia S-Corporation registered with the Georgia Secretary of State's Office.

Bill Worley Plumbing Inc., maintains a business office/warehouse in the City of Gainesville, Georgia. BWPI holds a business license with the City of Gainesville and maintains various city and county license requirements per the authorities having jurisdiction in the areas where our projects develop. Our staff also hold various State of Georgia licenses such as Journeyman Plumber, Master Plumber, Boiler Installation & Repair, etc.

BWPI has a 1,500sf office area with offices for administration, project management, estimation, and our corporate officers offices. We have a 4,500sf warehouse full of materials, equipment, work stations for pre-fabrication and staging areas for project specific materials. We also have (3) 1500sf storage bays in addition to our main warehouse for larger equipment and materials.

BWPI maintains 5- vans for service work & new construction, 2- pickup trucks for new construction, 1- F350 dump truck, 1- John Deere 35D Excavator, 1-Kubota Tractor/Loader/Backhoe, 1-Ditch Witch Directional Drill/Boring Machine, 1- Vermeer Trenching Machine, 1- Electric EEL Jetting Machine (trailer mounted), sewer cameras, locating equipment, sewer cleaning machines, pipe threading machines, copper press equipment, tamp equipment, saw cutting equipment, concrete mixing equipment, and various other tools and equipment pertinent to the plumbing trade.

BWPI's management is dedicated to providing the highest quality product to our customers while not compromising safety. Our staff strives to work with all trades in order to control the quality and timeliness of day-to-day project activities. Both management and field personnel work closely as a team to ensure a quality project delivered on schedule, on budget, and with a high degree of professionalism.

Vision Statement

"Making your life better with professional workmanship and quality products."

Our team shall strive for excellence
Perform our responsibilities faithfully
Maintain our integrity

Bill Worley
Owner/President
Bill Worley Plumbing Inc.
2427 Hilton Way Suite A
Gainesville, GA 30501
Cell # 404-925-6508
E-mail: billworleyplumbi@att.net

David Medders
General Manager/Vice President
Bill Worley Plumbing Inc.
2427 Hilton Way Suite A
Gainesville, GA 30501
Cell # 404-925-9003
E-mail: bwpigm@att.net

BILL WORLEY PLUMBING INC.



VIETNAM
WAR
VETERAN

DESERT
SHIELD STORY
VETERAN



Certified Veteran Owned Business

CORPORATE HEADQUARTERS

PO BOX 5843
GAINESVILLE, GEORGIA 30504
PH: (770) 536-1882
FAX: (770) 536-8284

*"Making your life better with professional
workmanship and quality products."*

June 22, 2021

Company Management

Corporate Headquarters

Address: 2427 Hilton Way
Suite A
Gainesville, GA 30501

Phone: 770-536-1882
Fax: 770-536-8284
E-Mail: billworleyplumbi@att.net

Management Personnel

President:	William (Bill) F. Worley
Vice-President/GM	David (DC) Medders
Service Manager	Larry Hedden
Office Manager	Jessica Payne

Field Staff

Master Plumber	Larry Hedden
Plumber's Helper	Keith Worley
Master Plumber	Jason Cochran

RFQ #42-006, Demand Services for On- Call Plum
MCC: 910-60, 914-68

16 7 6 3 8 5 0

COMPANY NAME	CITY	STATE	ZIP	CONTACT NAME	Bids	Hall	Bid List	Look-Up	Vendor Request	Bid Board	No Bid
ADS PLUMBING, LLC	LULA	GA	30554	ANDY STANDRIDGE	1	1	1				
ALLIANCE PLUMBING AND DRAIN	SUWANEE	GA	30024		1			1			
B&W MECHANICAL CONTRACTORS INC	LAWRENCEVILLE	GA	30043	DON CARROLL	1			1			
BILL WORLEY PLUMBING INC.	GAINESVILLE	GA	30501	BILL WORLEY	1	1	1				
BILLY BELL PLUMBING	GAINESVILLE	GA	30506	BILLY BELL	1	1	1				
DODGE DATA & ANALYTICS	GRAND PRAIRIE	TX	75052	NICHOLE CANETE	1				1	1	
DODGE DATA & ANALYTICS					1				1	1	
GAINESVILLE MECHANICAL, INC.	GAINESVILLE	GA	30507	RUSTY B. GRAVITT	1	1	1				
GEE HEATING AND AIR, INC.	GAINESVILLE	GA	30501	JOE 'TIM' GEE	1	1	1				
LAWSON AIR CONDITIONING & PLUMBING, INC.	GAINESVILLE	GA	30503	VINCE DAVIS	1	1	1				
MAXAIR MECHANICAL	MARIETTA	GA	30067	MIKE STEPHENS	1				1		
NORTH AMERICAN PROCUREMENT COUNCIL PBC	GRAND JUNCTION	CO	51804	ERIC JOHNSON	1				1	1	
PRIME RETAIL SERVICES, INC.	FLOWERY BRANCH	GA	30542	TAMMY M. CORNETT	1	1		1			
PWXPRESS	JACKSONVILLE	FL	32208	MARY MILLER	1					1	
THE BLUE BOOK	JEFFERSON VALLEY	NY	10535	ERIN McVEIGH	1				1	1	
THE PATE GROUP, LLC	SUWANEE	GA	30024	MICHAEL PATE	1				1		



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 535/2021

SUBJECT: Approve the award of IFB #023-42 Waste-Refuse Collection Services Annual Contract for various departments to Waste Pro of GA, Inc. in the amount of \$149,489.16.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: DB

Recommendation:

Approve the award of IFB #023-42 Waste-Refuse Collection Services Annual Contract for various departments to Waste Pro of GA, Inc. in the amount of \$149,489.16.

Purpose of Request:

Approve the award of IFB #023-42 Waste-Refuse Collection Services Annual Contract for various departments to Waste Pro of GA, Inc. in the amount of \$149,489.16.

History:

Facts and Issues:

This contract is to provide for waste-refuse collection services to various County departments. A formal bid was held that resulted in a single bid response and a single no-bid response. The incumbent FY 2018-FY 2021 contract holder did not provide a bid response.

Options:

Funding Requested	\$ 149,489.16
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
CP	NB	CP	TS
Finance	Attorney	Administration	Clerk
NB	VS	ZP	LR

Attachments:

Financial Supplement
023-42 Bid Tab
023-42 Contract Doc



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

AGENDA ITEM 535/2021

Funds Requested: \$ 149,489.16

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2022	001 - GENERAL		4708 - OPERATING SERVICES	\$149,489.16

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DB

Phone: 770-718-5724

IFB 023-42 Waste-Refuse Collection Services Annual Contract			Waste Pro of GA Athens, GA	
ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE
1	Hall County Government Center 2875 Browns Bridge Road Gainesville, GA 30504	Five weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$210.00	\$909.30
2	Courthouse Annex Building 116 Spring Street Gainesville, GA 30501	Five weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$210.00	\$909.30
3	County Probation Services 2318 Browns Bridge Road Gainesville, GA 30504	Two weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$84.00	\$363.72
4	New Probation Office 2314 Murphy Blvd Gainesville, GA 30504	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
5	HCG Family Health Center 2434 Old Cornelia Hwy Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
6	Building Maintenance 1694 Barber Road Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
7	District II Health Office 1350 Athens Street Gainesville, GA 30501	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40
8	Hall County Library 127 Main Street Gainesville, GA 30501	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40
9	Spout Springs Branch Library 6488 Spouts Springs Rd Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
10	North Hall Community Center 4175 Nopone Road Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
11	Mulberry Creek Community Ctr 4491 J.M Turk Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
12	East Hall Community Ctr 3912 P. Davidson Road Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93

IFB 023-42 Waste-Refuse Collection Services Annual Contract			Waste Pro of GA Athens, GA	
ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE
13	Agriculture Center 1855 Calvary Church Road Gainesville, GA 30507	Two weekly pick-ups and vendor furnishing three 8 cu. yd. containers	\$252.00	\$1,091.16
14	River Forks Park 3500 Keith Bridge Road Gainesville, GA 30504	Two weekly pick-ups and vendor furnishing two 8 cu. yd. containers	\$168.00	\$727.44
15	Allen Creek Soccer Complex 2500 Allen Creek Rd Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
16	Cherokee Bluffs 5867 Blackjack Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
17	Spout Springs Water Reclamation Facility 6818 Spout Springs Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
18	Hall County Animal Shelter 1688 Barber Road Gainesville, GA 30507	Three weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$126.00	\$545.58
19	Sheriff's Office - LEC 2859 Browns Bridge Road Gainesville GA 30504 <i>Accessed via: 2912 Florence Drive</i>	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
20	Hall County Sheriff Quartermaster 1680 Barber Road Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40
21	Sheriff's Dept Training Center 2684 Allen Creek Rd Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40
22	Hall County Sheriff South Precinct 7345 Cody Drive Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
23	Hall County Jail 1700 Barber Road Gainesville, GA 30507	Five weekly pick-ups and vendor furnishing three 8 cu. yd. containers	\$630.00	\$2,727.90
24	Correctional Institution 1698 Barber Road Gainesville, GA 30507	Two weekly pick-ups and vendor furnishing three 8 cu. yd. containers	\$252.00	\$1,091.16

IFB 023-42 Waste-Refuse Collection Services Annual Contract			Waste Pro of GA Athens, GA	
ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE
25	Emergency Operation Center 470 Crescent Drive Gainesville, GA 30501	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
26	Fire Station - Maintenance Shop 2801 Allen Creek Rd Gainesville, GA 30507	One weekly pick-up and vendor furnishing two 8 cu. yd. container	\$84.00	\$363.72
27	Fire Station #1 2460 Athens Hwy Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
28	Fire Station #2 6012 Hulsey Rd Clermont, GA 30527	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
29	Fire Station #3 4660 Ledan Extension Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
30	Fire Station #4 2940 McEver Road Gainesville, GA 30504	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
31	Fire Station #5 4187 Falcon Parkway Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
32	Fire Station #10 5608 Hwy 52 Gillsville, GA 30543	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
33	Fire Station #11 5626 Bark Camp Dr Murraysville, GA 30564	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
34	Fire Station #12 4890 Winder Hwy Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
35	Fire Station #13 2709 Sardis Rd Gainesville, GA 30503	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
36	Fire Station #14 7065 Dove Point Lane Hoschton, GA 30548	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93

IFB 023-42 Waste-Refuse Collection Services Annual Contract			Waste Pro of GA Athens, GA	
ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE
37	Fire Station #15 4219 Autry Spur Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
38	Fire Station #16 4209 Shirley Rd Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
39	Extra Containers: Solid Waste at any location if found to be necessary	One weekly pick-up of 8 cu. yd. container	\$42.00	\$181.86
40	Extra Containers: Recyclable Cardboard at any location if found to be necessary	One weekly pick-up of 8 cu. yd. container	\$56.00	\$242.48
			MONTHLY TOTAL	\$12,457.43
			ANNUAL TOTAL	\$149,489.16

RECOMMENDED AWARD:

WASTE PRO OF GA, ATHENS, GA

BUDGET AMOUNT: ANNUAL CONTRACT

TOTAL AWARDED AMOUNT: ANNUAL CONTRACT

BIDS MAILED: 12 HALL: 0

BIDS RECEIVED: 1 (1-NO BIDS) HALL: 0

FUNDS: GENERAL FUNDS - MISC DEPT

TAB

Part II Bid (This section to be completed by the bidder)

Date of Bid: June 3, 2021

Bid No: 023-42

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**Bidder Information
(Type or Print)**

Waste Pro of GA, Inc.
Name of Company

1405 Danielsville Rd
Address

Athens GA 30601
City State Zip Code

(386) 547-2350
Phone Number

rwolk@wasteprousa.com
Email Address

18 | 6 | - | 1 | 0 | 5 | 5 | 5 | 8 | 6 |
Tax ID Number

Name and Title of Person authorized to sign

Name: Bob Wolk

Title: Region Marketing Director

Signature: 

**Name and Mailing Address or where
to send payments**

Waste Pro of GA, Inc.
Name of Company

1405 Danielsville Rd
Address

Athens GA 30601
City State Zip Code

(706) 227-3222
Phone Number

(706) 227-2424
Fax Number

Or

N/A | - | - | - | - | - | - |
Social Security Number

**Acknowledge receipt of all issued addenda
by listing their numbers and date of issuance
below**

Addendum 1 June 9, 2021

Bids not signed must be declared as "Non-Responsive" and not considered for award

Bid Schedule – Invitation for Bid #023-42

It is the intent of the Hall County Board of Commissioners to procure the services of a qualified firm to provide Waste-Refuse Collection Services, as outlined in these specifications.

A. Scope: To provide Waste-Refuse Collection Services to Hall County with a guaranteed bid price for a 12-month period. This contract will begin upon contract execution and be in effect until June 30, 2022. The successful bidder may be allowed two (2) annual one (1) year renewals of this contract all upon the same terms and conditions.

B. Contract Administration: The contract administrator for this invitation and any contract(s) or purchase order(s) arising as a result of this invitation will be Chuck Pinney, Purchasing Supervisor. All questions concerning this invitation and any questions unable to be resolved by user departments arising during the contract period are to be addressed to contracts administrator.

C. User Departments: Successful bidder will be required to deliver services and items covered by this invitation on an "as needed basis" during the life of contract from various departments who will be authorized to use this service during contract period.

D. Quantities: None of the user departments, individually or collectively, shall be required to utilize a contract to any minimum or maximum amount during the life of a contract issued as a result of this invitation. The County when entering into a contract, reserves the right to solicit for bid any single service or group of like needs covered by such a contract, separately from said contract when deemed advantageous to the County to do so.

E. Contractor Information: The services offered shall be comparable with the detailed requirements listed below (unless otherwise noted). The "Bid Schedule" is used to verify compliance to item specifications and/or requirements. Any deviations from specifications or requirements must be noted by bidder on the section entitled "J. Exceptions to or Variations from Specifications", otherwise bid is as specified. All bids are to include shipping where applicable. If any line item has a zero or is left blank, that line item will be considered to be a "No Bid".

The County prefers to accept proposals from vendors with five (5) years' experience minimum; however, this factor and the following will be studied to assist the County in deciding the most favorable vendor:

1. Number of years in business;
2. Firm's organization / management structure;
3. Firm's facilities and equipment;
4. Firm's experience in doing the same type contract;
5. References;
6. Contracts of like nature currently being performed;
7. Number of professional staff available for this contract;

F. Basic Requirements:

1. The Contractor shall provide the County with Waste-Refuse Collection Services to the locations and per the weekly and monthly pay rates identified in Section G. Bidder's Response.
2. The Contractor shall provide the County with all containers in the size, quantity, and pick-up schedule outlined in the Service Description column in Section G. Bidder's Response.

3. Except as identified for Recyclable Cardboard in Item G.40. Extra Containers below, all collection services will be for solid waste only.

4. The Contractor shall provide all labor, material, and equipment necessary and customary to complete the Waste-Refuse Collection Services. The weekly/monthly price shall be inclusive of all products and services provided under this contract. No additional service fees shall be accepted unless identified in Section J. Exceptions and Variances to Specifications.

5. Purchases of products and services by the County are tax exempt per Exemption Certificate #58-6000836. Vendor's invoices must reference the listed Item Number for each location and be billed per the quoted weekly or monthly price.

6. Regulatory Agencies: All services provided by Contractor are to be performed according to any and all codes and regulations of any agency, private or public, local, state, federal, or independent, having jurisdiction for such codes and regulations and any changes thereto during the contract period.

G. Bidder's Response: Vendor Name: Waste Pro of GA, Inc. IFB #023-42

1. Provide a weekly and monthly price quotation for each service location listed below.

ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE
1	Hall County Government Center 2875 Browns Bridge Road Gainesville, GA 30504	Five weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$210.00	\$909.30
2	Courthouse Annex Building 116 Spring Street Gainesville, GA 30501	Five weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$210.00	\$909.30
3	County Probation Services 2318 Browns Bridge Road Gainesville, GA 30504	Two weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$84.00	\$363.72
4	New Probation Office 2314 Murphy Blvd Gainesville, GA 30504	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
5	HCG Family Health Center 2434 Old Cornelia Hwy Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
6	Building Maintenance 1694 Barber Road Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
7	District II Health Office 1350 Athens Street Gainesville, GA 30501	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40
8	Hall County Library 127 Main Street Gainesville, GA 30501	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40
9	Spout Springs Branch Library 6488 Spouts Springs Rd Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93

G. Bidder's Response (Cont.): Vendor Name: Waste Pro of GA, Inc.

IFB #023-42

ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE
10	North Hall Community Center 4175 Nopone Road Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
11	Mulberry Creek Community Ctr 4491 J.M Turk Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
12	East Hall Community Ctr 3912 P. Davidson Road Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
13	Agriculture Center 1855 Calvary Church Road Gainesville, GA 30507	Two weekly pick-ups and vendor furnishing three 8 cu. yd. containers	\$252.00	\$1091.16
14	River Forks Park 3500 Keith Bridge Road Gainesville, GA 30504	Two weekly pick-ups and vendor furnishing two 8 cu. yd. containers	\$168.00	\$727.44
15	Allen Creek Soccer Complex 2500 Allen Creek Rd Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
16	Cherokee Bluffs 5867 Blackjack Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
17	Spout Springs Water Reclamation Facility 6818 Spout Springs Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
18	Hall County Animal Shelter 1688 Barber Road Gainesville, GA 30507	Three weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$126.00	\$545.58
19	Sheriff's Office - LEC 2859 Browns Bridge Road Gainesville GA 30504 Access via: 2912 Florence Drive	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
20	Hall County Sheriff Quartermaster 1680 Barber Road Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40
21	Sheriff's Dept Training Center 2684 Allen Creek Rd Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40
22	Hall County Sheriff South Precinct 7345 Cody Drive Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
23	Hall County Jail 1700 Barber Road Gainesville, GA 30507	Five weekly pick-ups and vendor furnishing three 8 cu. yd. containers	\$630.00	\$2727.90

G. Bidder's Response (Cont.): Vendor Name: Waste Pro of GA, Inc.

IFB #023-42

ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE
24	Correctional Institution 1698 Barber Road Gainesville, GA 30507	Two weekly pick-ups and vendor furnishing three 8 cu. yd. containers	\$252.00	\$1091.16
25	Emergency Operation Center 470 Crescent Drive Gainesville, GA 30501	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
26	Fire Station - Maintenance Shop 2801 Allen Creek Rd Gainesville, GA 30507	One weekly pick-up and vendor furnishing two 8 cu. yd. container	\$84.00	\$363.72
27	Fire Station #1 2460 Athens Hwy Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
28	Fire Station #2 6012 Hulsey Rd Clermont, GA 30527	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
29	Fire Station #3 4660 Ledan Extension Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
30	Fire Station #4 2940 McEver Road Gainesville, GA 30504	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
31	Fire Station #5 4187 Falcon Parkway Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
32	Fire Station #10 5608 Hwy 52 Gillsville, GA 30543	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
33	Fire Station #11 5626 Bark Camp Dr Murraysville, GA 30564	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
34	Fire Station #12 4890 Winder Hwy Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
35	Fire Station #13 2709 Sardis Rd Gainesville, GA 30503	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
36	Fire Station #14 7065 Dove Point Lane Hoschton, GA 30548	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
37	Fire Station #15 4219 Autry Spur Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93

G. Bidder's Response (Cont.): Vendor Name: Waste Pro of GA, Inc. IFB #023-42

ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE
38	Fire Station #16 4209 Shirley Rd Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
39	Extra Containers: Solid Waste at any location if found to be necessary	One weekly pick-up of 8 cu. yd. container	\$42.00	\$181.86
40	Extra Containers: Recyclable Cardboard at any location if found to be necessary	One weekly pick-up of 8 cu. yd. container	\$56.00	\$242.48
			MONTHLY TOTAL	\$12,821.13
			ANNUAL TOTAL	\$153,853.56

H. Evaluation and Award: Bid responses received from this IFB will be tabulated and evaluated by the Purchasing Division, presented to the Board of Commissioners, and a contract will be awarded to one (1) or more vendors as a result of this IFB.

I. Questions: Questions concerning proposal submission should be directed to Chuck Pinney, Purchasing Supervisor, cpinney@hallcounty.org, 770-535-8271. All questions must be submitted in writing no later than 12:00 noon, Monday, June 7, 2021. Responses to all questions received will be compiled and answers issued as an addendum to this IFB. changed by addendum 1

J. Exceptions to or Variations from Specifications: Any exceptions, variances, or differences in enclosed specifications must be stated here to be considered. If none are stated, it will be understood that bid proposal is exactly as specified: (Insert additional pages if necessary)

****Delivery of new containers will depend on the manufactures lead times. Up to 120 days

***If awarded, Waste Pro would seek annual CPI changes after the first year.

IFB #023-42 Waste-Refuse Collection Service
MCC: 968-71

12 0 8 0 5 3 1

COMPANY NAME	CITY	STATE	CONTACT NAME	Bids	Hall	Bid List	Look-Up	Vendor Request	Bid Board	No Bid
ADAMS EQUIPMENT COMPANY, INC.	AUSTELL	GA	JAMES T. CONGER	1		1				
BFI WASTE SERVICES / REPUBLIC SERVICES	BUFORD	GA	MONICA MOSELEY	1		1				
CASCADE ENGINEERING, INC.	GRAND RAPIDS	MI	CAROL HINDLEY	1		1				
MSW CONSULTANTS	ORLANDO	FL	JEREMY JO NEWBALL-RUIZ	1				1		
NORTH AMERICAN PROCUREMENT COUNCIL PBC	GRAND JUNCTION	CO	ERIC JOHNSON	1				1	1	
OTTO ENVIRONMENAL SYSTEMS NORTH AMERICA	CHARLOTTE	NC	SANDRA ABDOW	1				1		
PINE - ENVIRONMENTAL	MARIETTA	GA	MAURICE EDDY	1		1				1
PRIME VENDOR	WILMINGTON	NC	BID CLERK	1				1	1	
PRIME VENDOR	WILMINGTON	NC	KIM JONES					1	1	
PRO WASTE SOLUTIONS, LLC	ATLANTA	GA	MICHAEL CLARK	1		1				
SANTEK WASTE SERVICES	DALTON	GA	KENNY FUQUEA	1		1				
WASTE MANAGEMENT	SMYRNA	GA	BRITTEN DIVANI	1		1				
WASTE PRO	DORAVILLE	GA	BOB WOLK	1		1				

Waste-Refuse Collection Services Annual Contract

This agreement, made and entered into this 27th day of August, 2021, by and between the Hall County Board of Commissioners, 2875 Browns Bridge Road, Gainesville, GA 30504 (hereinafter referred to as "County") and Waste Pro of GA, Inc., 1405 Danielsville Road, Athens, GA 30601 (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County intends to provide for Waste-Refuse Collection Services Annual Contract per IFB #023-42, herein referred to as the "project" and has entered into an agreement for the necessary services or products provided by the project, and;

Whereas, the contractor desires to perform the project.

Hall County's Request for Proposal #023-42 issued on May 26, 2021, for Waste-Refuse Collection Services Annual Contract, the bidders response on same (all originals are on file in the Hall County Purchasing Division, 2875 Browns Bridge Road, 4th Floor, Gainesville, GA 30504), and this contract are all incorporated into and made a part of this agreement by reference. This contract will become effective upon execution of all documents.

Contractor agrees to furnish all labor, material, and equipment necessary to provide Waste-Refuse Collection Services per the pricing contained on Attachment A, Price Schedule.

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

Waste-Refuse Collection Services Annual Contract

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of
_____, 2021

Notary Comm. Exp.

Hall County, Georgia

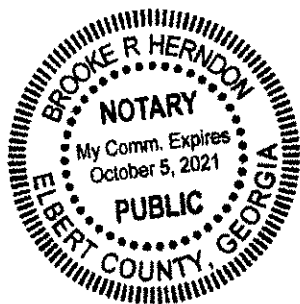
By: _____
Richard Higgins, Chairman
Board of Commissioners

Subscribed and sworn to in our
presence this 3rd day of
August, 2021

Brooke R Herndon 10.5.21
Notary Comm. Exp.

Waste Pro of GA, Inc.

By: [Signature]
Jerry Harrison
Division Vice President



Waste-Refuse Collection Services Annual Contract

Attachment A
Price Schedule

ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE
1	Hall County Government Center 2875 Browns Bridge Road Gainesville, GA 30504	Five weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$210.00	\$909.30
2	Courthouse Annex Building 116 Spring Street Gainesville, GA 30501	Five weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$210.00	\$909.30
3	County Probation Services 2318 Browns Bridge Road Gainesville, GA 30504	Two weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$84.00	\$363.72
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5	HCG Family Health Center 2434 Old Cornelia Hwy Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
6	Building Maintenance 1694 Barber Road Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
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8	Hall County Library 127 Main Street Gainesville, GA 30501	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40
9	Spout Springs Branch Library 6488 Spouts Springs Rd Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
10	North Hall Community Center 4175 Nopone Road Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
11	Mulberry Creek Community Ctr 4491 J.M Turk Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
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Waste-Refuse Collection Services Annual Contract

Attachment A
Price Schedule

ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE
13	Agriculture Center 1855 Calvary Church Road Gainesville, GA 30507	Two weekly pick-ups and vendor furnishing three 8 cu. yd. containers	\$252.00	\$1,091.16
14	River Forks Park 3500 Keith Bridge Road Gainesville, GA 30504	Two weekly pick-ups and vendor furnishing two 8 cu. yd. containers	\$168.00	\$727.44
15	Allen Creek Soccer Complex 2500 Allen Creek Rd Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
16	Cherokee Bluffs 5867 Blackjack Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
17	Spout Springs Water Reclamation Facility 6818 Spout Springs Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
18	Hall County Animal Shelter 1688 Barber Road Gainesville, GA 30507	Three weekly pick-ups and vendor furnishing one 8 cu. yd. container	\$126.00	\$545.58
19	Sheriff's Office - LEC 2859 Browns Bridge Road Gainesville GA 30504 <i>Accessed via: 2912 Florence Drive</i>	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
20	Hall County Sheriff Quartermaster 1680 Barber Road Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40
21	Sheriff's Dept Training Center 2684 Allen Creek Rd Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40
22	Hall County Sheriff South Precinct 7345 Cody Drive Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
23	Hall County Jail 1700 Barber Road Gainesville, GA 30507	Five weekly pick-ups and vendor furnishing three 8 cu. yd. containers	\$630.00	\$2,727.90
24	Correctional Institution 1698 Barber Road Gainesville, GA 30507	Two weekly pick-ups and vendor furnishing three 8 cu. yd. containers	\$252.00	\$1,091.16

Waste-Refuse Collection Services Annual Contract

Attachment A
Price Schedule

ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE
25	Emergency Operation Center 470 Crescent Drive Gainesville, GA 30501	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
26	Fire Station - Maintenance Shop 2801 Allen Creek Rd Gainesville, GA 30507	One weekly pick-up and vendor furnishing two 8 cu. yd. container	\$84.00	\$363.72
27	Fire Station #1 2460 Athens Hwy Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
28	Fire Station #2 6012 Hulsey Rd Clermont, GA 30527	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
29	Fire Station #3 4660 Ledan Extension Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
30	Fire Station #4 2940 McEver Road Gainesville, GA 30504	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
31	Fire Station #5 4187 Falcon Parkway Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
32	Fire Station #10 5608 Hwy 52 Gillsville, GA 30543	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
33	Fire Station #11 5626 Bark Camp Dr Murraysville, GA 30564	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
34	Fire Station #12 4890 Winder Hwy Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
35	Fire Station #13 2709 Sardis Rd Gainesville, GA 30503	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
36	Fire Station #14 7065 Dove Point Lane Hoschton, GA 30548	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93

Waste-Refuse Collection Services Annual Contract

Attachment A
Price Schedule

ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE
37	Fire Station #15 4219 Autry Spur Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
38	Fire Station #16 4209 Shirley Rd Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
39	Extra Containers: Solid Waste at any location if found to be necessary	One weekly pick-up of 8 cu. yd. container	\$42.00	\$181.86
40	Extra Containers: Recyclable Cardboard at any location if found to be necessary	One weekly pick-up of 8 cu. yd. container	\$56.00	\$242.48
			MONTHLY TOTAL	\$12,457.43
			ANNUAL TOTAL	\$149,489.16



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 532/2021

SUBJECT: Approve the purchase of forty-nine (49) Motorola portable radios and accessories for Hall County Fire and Emergency Services from Motorola Solutions of Schaumburg, IL in the amount of \$229,323.98.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: CA

Recommendation:

Approve the purchase of forty-nine (49) Motorola portable radios and accessories for Hall County Fire and Emergency Services from Motorola Solutions of Schaumburg, IL in the amount of \$229,323.98.

Purpose of Request:

Approve the purchase of forty-nine (49) Motorola portable radios and accessories for Hall County Fire and Emergency Services from Motorola Solutions of Schaumburg, IL in the amount of \$229,323.98.

History:

Motorola Solutions is a vendor in good standing with Hall County.

Facts and Issues:

This purchase will provide new Motorola portable radios for use by emergency services personnel. Hall County has standardized on Motorola portable radios for use by their emergency services departments. These radios are sourced via Motorola Solutions per their existing State of Georgia Contract #99999-SPD-NVPWA06913-0004, valid through 12/31/2021.

Options:

Funding Requested

\$ 229,323.98

Are funds within current budget?

Yes

Source of Funds

Fire Fund & Capital Projects Fund

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

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	submit	approve	Purchasing
CP	RS	CA	CP
Budget	Finance	Attorney	Administration
TS	NB	VS	ZP
Clerk			
LR			

Attachments:

Financial Supplement

Motorola Solutions Memo Fire-EMS

Motorola Quote 1544654

Motorola Quote 1511522



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

AGENDA ITEM 532/2021

Funds Requested: \$ 229,323.98

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Fire Fund & Capital Projects Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2022	003 - FIRE	127 - FIRE DEPARTMENT	4281 - OPERATING EQUIPMENT	\$48,327.28
2022	005 - CAPITAL PROJECTS	524 - E.M.S.	6010 " COMMUNICATIONS EQUIPMENT	\$90,498.35
2022	005 - CAPITAL PROJECTS	527 - FIRE DIST CAPITAL PROJECT	6010 " COMMUNICATIONS EQUIPMENT	\$90,498.35

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CA

Phone: 770-531-6838



Hall County Government

FINANCIAL SERVICES

MEMORANDUM

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

DIRECTOR

Dena Bosten, C.P.A.

To: Board of Commissioners

From: Chuck Pinney, Purchasing Supervisor

Date: 09/27/2021

Re: Fire and Emergency Medical Services Motorola Portable Radio Purchase

Various emergency services departments are seeking approval to purchase a total of forty-nine (49) Motorola portable radios and assorted accessories. The recommended vendor is Motorola Solutions of Schaumburg, IL, who holds the State of Georgia Contract for this proprietary material.

The state contract number is 99999-SPD-NVPWA06913-0004 and is based off the State of Washington's NASPO ValuePoint master agreement 06913, valid through 12/31/2021. The total purchase price of \$229,323.98 and portable phone quantities are allocated as follows:

<u>Department</u>	<u>Qty</u>	<u>Account</u>	<u>Amount</u>
Fire Services	49	127-4281	\$47,825.28
Emergency Medical Services		524-6010	\$90,498.35
		527-6010	\$90,498.35
<hr/>			
		Total	\$229,323.98

Portfolios

- > Public Safety Communications Equipment (Radios) - Phase One (2015 - 2021)
- > Motorola Solutions

Motorola Solutions

Expiration

12/31/2021

Inception

11/03/2015

Download Model PA

Description

Lead State Master Agreement # 06913
Public Safety Communications Equipment

Documents

Motorola Master Agreement
Motorola Price List (Updated July 2020)
Model PA
Motorola Proposal
Motorola Master Agreement Amendment 1
Motorola Master Agreement Amendment 2
Motorola Master Agreement Amendment 3
Motorola APX 900 Specifications
Motorola Authorized Reseller List 10 01 2019

Contact Information

Name: Andrew Chyterbok
Phone: (360) 409-3223
Email: andrew.chyterbok@motorolasolutions.com
Website: www.motorolasolutions.com

Public Safety Communications Equipment (Radios) - Phase One (2015 - 2021)

State Participating Addenda

A Participating Addendum (PA) is generally used by a state Chief Procurement Official (CPO) to establish a state contract tied to a specific NASPO ValuePoint master agreement. The PA identifies unique terms and conditions specific to a state and identifies state agencies and other eligible entities in the state that are authorized to participate in the agreement. A state CPO may issue PAs that allow participation as follows:

- *Statewide – provides for participation by all state and local government agencies and other eligible entities within the state*
- *State only – provides for participation only by state agencies*
- *Other eligible entities only – provides for participation by local government agencies and other eligible entities, but prohibits participation by state agencies*

Please review the Participating Addendum for eligibility details.

Completed PAs

State of Alaska
State of Arkansas
State of Colorado
State of Delaware
State of Florida
State of Georgia
State of Hawaii
State of Idaho
State of Iowa
State of Kansas
State of Kentucky
State of Maine
State of Mississippi
State of Missouri
State of Montana
State of Nebraska
State of Nevada
State of New Hampshire
State of New Mexico
State of Oklahoma
State of Oregon
State of Rhode Island
State of Utah
State of Vermont
State of Washington
State of Wisconsin
State of Wyoming

For questions related to participation in NASPO ValuePoint master agreements, please contact the Cooperative Contract Coordination team at ccc@naspovaluepoint.org.

Other Eligible Entity Participation

For states that do not use a Participating Addendum, or use a Participating Addendum covering only certain entities, other eligible entities may participate in a master agreement as described in an Eligible Entity Participation Document provided by NASPO ValuePoint.

Please review the Eligible Entity Participating Document for eligibility details.

Eligible Entity Participation Documents

State of Alaska
State of Arizona
State of Arkansas
State of California
State of Idaho
State of Illinois
State of Indiana
State of Kansas
State of Maryland
State of Michigan
State of Missouri
State of Montana
State of New Jersey
State of New Mexico
State of North Carolina
State of Ohio
State of Tennessee
State of Wisconsin
State of Wyoming

For questions related to participation in NASPO ValuePoint master agreements, please contact the Cooperative Contract Coordination team at ccc@naspovaluepoint.org.

Contact NASPO ValuePoint to learn how you can execute a Participating Addendum.

CONTRACT/MASTER AGREEMENT #06913 FOR PUBLIC SAFETY COMMUNICATION EQUIPMENT

NOVEMBER 12, 2015

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MOTOROLA



SECTION 1

Category: Radios			
Subcategory: Portable, Dual-Band			
Subcategory: Portable, Single-Band tier I			
Subcategory: Portable, Single-Band tier II			
Subcategory: Portable, Single-Band tier III			
Subcategory: Mobile, Dual-Band			
Subcategory: Mobile, Single-Band tier I			
Subcategory: Mobile, Single-Band tier II			
Subcategory: Mobile, Single-Band tier III			
Subcategory: Desktop, Dual-Band			
Subcategory: Desktop, Single-Band tier I			
Subcategory: Desktop, Single-Band tier II			
Category: Base Stations/Repeaters: Single-Band tier I			
Category: Base Station/Repeaters, Single-Band tier II			
Category: Mobile Radio Antennas			
DISCOUNTS ON PRODUCTS & SERVICES			
Motorola Solutions - NASPO ValuePoint DISCOUNT MATRIX (Revised 11/12/15)			
REFER TO MANUFACTURER REFERENCE LIST: Motorola on-Line (MOL):			
Category: Radios			DISCOUNT %
List price for Base Model, Additional features & options quoted and sold at same			
Excluding the state of Washington, the above discounts apply to states with			
State of Washington Department of Enterprise Services (DES)			November 12, 2015 Updated November 25, 2018 Updated February 15, 2019 Updated June 21, 2019 Updated June 28, 2020

Upon request, and at no charge, Motorola will provide contract customers a copy of			
Subcategory: Portable, Dual-Band			
APX7000 MULTI-BAND (Discontinued)			27%
APX7000XE MULTI-BAND (Discontinued)			27%
APX7000L MULTI-BAND (Discontinued)			27%
APX8000 ALL-BAND			27%
APXNext ALL-BAND			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Portable, Single-Band tier I			
APX6000			27%
APX6000LI			27%
APX6000XE			27%
APX3000			27%
XTS1500/2500/3000/4000/5000 ACCESSORIES			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Portable, Single-Band tier II			
APX4000			27%
APX4000XH			27%
APX1000			27%
APX900 added 6/21/19			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Portable, Single-Band tier III			
CP200d			17%
BC130			17%
BPR40			17%
CP185			17%
MINITOR RECEIVERS			20%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			17%
Subcategory: Mobile, Dual-Band			
APX7500			27%
APX8500			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Mobile, Single-Band tier I			
APX6500			27%
APX6500LI			27%
All XTL1500/2500/3000/4000/5000 ACCESSORIES			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Mobile, Single-Band tier II			
APX4500			27%
APX1500			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Mobile, Single-Band tier III			
CM200d			17%
CM300d			17%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			17%
Category: Mobile Radio Antennas			
MOBILE RADIO ANTENNAS			20%
			20%
Subcategory: Desktop, Dual-Band			
APX7500 CONSOLETTTE (Discontinued)			27%
APX8500 CONSOLETTTE			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Desktop, Single-Band tier I			
APX6500 WITH POWER SUPPLY			27%
ACCESSORIES ORDERED WITHOUT BASE UNIT			27%
Subcategory: Desktop, Single-Band tier II			
APX4500 WITH POWER SUPPLY			27%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			27%

Category: Base Stations/Repeaters: Single-Band tier I			
GTR8000			20%
MLC8000			20%
GCP8000			
GCM8000			20%
GPW8000			20%
MCD5000, AND MCC SERIES DESK SETS AND DESKTOP CONTROLERS			20%
BASE STATION NETWORK MANAGEMENT AND HARDWARE			20%
BASE STATION DATA APPLICATIONS AND HARDWARE			20%
BASE STATION ENCRYPTION AND HARDWARE			20%
BASE STATION INTEROPERABILITY APPLICATIONS			20%
INFRASTRUCTURE/FIXED EQUIPMENT/OTHER			20%
Category: Base Station/Repeaters, Single-Band tier II			
GTR8000			20%
MTR3000			20%
SLR5700 (Added 6/21/19)			20%
BASE STATION NETWORK MANAGEMENT AND HARDWARE			20%
BASE STATION DATA APPLICATIONS AND HARDWARE			20%
BASE STATION ENCRYPTION AND HARDWARE			20%
BASE STATION INTEROPERABILITY APPLICATIONS			20%
BASE STATION LICENSES			20%
STANDALONE ACCESSORIES ORDERED WITHOUT BASE UNIT			20%
State of Washington Department of Enterprise Services (DES)			November 12, 2015 Updated November 25, 2018 Updated February 15, 2019 Updated June 21, 2019 Updated July 28, 2020
INFRASTRUCTURE/FIXED EQUIPMENT/OTHER			20%
Bidder offers the following services commonly available for the above product			
Services	DISCOUNT %	CHARGE PER HOUR	
Equipment configuration and system design:		\$192.75 /Hour	
Technical support services:		\$192.75 /Hour	
Equipment installation:		\$192.75 /Hour	
Equipment repair:		\$192.75 /Hour	
Training, World Wide Learning Services (WLS):	13%		
Other Services			
Service from the Start	0%		
Service from the Start Lite	0%		
Engineering Professional Services		\$192.75 /Hour	
Project Management Professional Services		\$192.75 /Hour	
Service Delivery Manager:		\$192.75 /Hour	
Most services, such as engineering, program management, training, etc., are usually			

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Motorola Solutions, Inc.
24000 35th Ave SE
Bothell, WA 98021-0000

**THIRD AMENDMENT
TO
NASPO VALUEPOINT MASTER AGREEMENT NO. 06913
PUBLIC SAFETY COMMUNICATIONS EQUIPMENT**

This Third Amendment ("Amendment") to NASPO ValuePoint Master Agreement No. 06913 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Motorola Solutions, Inc., a Delaware corporation (Contractor") and is dated and effective as of July 1, 2021.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain NASPO Value Master Agreement No. 06913 for Public Safety Communications Equipment dated effective as of October 30, 2015 ("Master Agreement").
- B. The Parties previously amended the Master Agreement 06913.
 - a. Amendment One, dated effective July 1, 2016 extended the Master Agreement through June 30, 2018.
 - b. Amendment Two, dated effective July 1, 2018 extended the Master Agreement through June 30, 2021.
- C. The amendment set forth herein is within the scope of the Master Agreement.
- D. The Parties now desire to amend the Master Agreement as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Agreement, as previously amended, as follows:


- 1. MASTER AGREEMENT EXTENSION. The Parties mutually agree to extend NASPO ValuePoint Master Agreement No. 06913 through December 31, 2021.
- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master Agreement is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Master Agreement or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

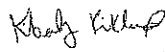
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

MOTOROLA SOLUTIONS, INC.
A DELAWARE CORPORATION

By: 
Name: Neil Thomas
Title: Regional Vice President - West
Date: 5/21/21

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Kim Kirkland
Title: IT Procurement Supervisor
Date: 5/21/2021



Master Agreement #: 06913

GA Participating Addendum #: 99999-SPD-NVPWA06913-0004

Contractor: **MOTOROLA SOLUTIONS**Participating Entity: **STATE OF GEORGIA**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO Value Point website.*

CATEGORY: RADIOS	
<i>Subcategory: Portable, Dual-Band</i>	<i>Subcategory: Mobile, Single-Band tier II</i>
<i>Subcategory: Portable, Single-Band tier I</i>	<i>Subcategory: Mobile, Single-Band tier III</i>
<i>Subcategory: Portable, Single-Band tier II</i>	<i>Subcategory: Desktop, Dual-Band</i>
<i>Subcategory: Portable, Single-Band tier III</i>	<i>Subcategory: Desktop, Single-Band tier I</i>
<i>Subcategory: Mobile, Dual-Band</i>	<i>Subcategory: Desktop, Single-Band tier II</i>
<i>Subcategory: Mobile, Single-Band tier I</i>	
CATEGORY: BASE STATION/REPEATERS, SINGLE-BAND TIER I	
CATEGORY: BASE STATION/REPEATERS, SINGLE-BAND TIER II	
CATEGORY: MOBILE RADIO ANTENNAS	

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Public Safety Communications Equipment led by the State of **Washington** for use by state agencies and other entities located in the State of Georgia authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

This is not a mandatory contract for any Purchasing Entities. The Purchasing Entities may obtain related Deliverables and Services from other sources during the term of this Participating Addendum. The Participating Entity makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Deliverables or Services will be procured.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited



to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract(s) will also be available on a convenience basis to other governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Contract Term:** The term of this Participating Addendum will be effective December 1, 2018 through March 30, 2020, to align with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	
Address:	
Telephone:	
Email:	

Contractor

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Lead State - WASHINGTON

Name:	Neva Peckham
Address:	1500 SE Jefferson Street, Olympia WA 98504
Telephone:	Telephone: 360-407-9411
Email:	Email: neva.peckham@des.wa.gov

Participating Entity

Name:	Lisa Eason
Address:	200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta Georgia 30334
Telephone:	404- 656-0934
Email:	lisa.eason@doas.ga.gov

PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.



☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

This agreement is modified to incorporate Addendum 2.

NASPO ValuePoint
PARTICIPATING ADDENDUM
PUBLIC SAFETY COMMUNICATIONS



IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Georgia	Contractor: Motorola Solutions, Inc.
Signature: 	Signature: 
Name: <i>Lisa Eason</i>	Name: Robert E. Marshall Jr.
Title: <i>Deputy Commissioner</i>	Title: Vice President, South East Region
Date: <i>1-28-19</i>	Date:

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]



HALL COUNTY COMMISSIONERS

09/02/2021

09/02/2021

HALL COUNTY COMMISSIONERS
PO BOX 1435
GAINESVILLE, GA 30503

Billing Address:
HALL COUNTY
COMMISSIONERS
PO BOX 1435
GAINESVILLE, GA 30503
US

Quote Date:09/02/2021
Expiration Date:12/01/2021
Quote Created By:
Adam Gartner
adamgartner@callmc.com

End Customer:
HALL COUNTY COMMISSIONERS

Contract: 19860 - NASPO

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	33	\$3,268.00	\$2,068.70	\$68,267.10
1a	H869BZ	ENH: MULTIKEY	33	\$330.00	\$208.90	\$6,893.70
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	33	\$100.00	\$63.30	\$2,088.90
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	33	\$0.00	\$0.00	\$0.00
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	33	\$300.00	\$189.91	\$6,267.03
1e	QA02006AA	ENH: APX6000XE RUGGED RADIO	33	\$800.00	\$506.41	\$16,711.53
1f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	33	\$121.00	\$121.00	\$3,993.00
1g	QA00580AC	ADD: TDMA OPERATION	33	\$450.00	\$284.86	\$9,400.38
1h	QA09008AA	ADD: GROUP SERVICES	33	\$150.00	\$94.95	\$3,133.35
1i	QA09001AB	ADD: WIFI CAPABILITY	33	\$300.00	\$189.91	\$6,267.03
1j	QA03399AA	ADD: ENHANCED DATA APX	33	\$150.00	\$94.95	\$3,133.35
1k	H38BT	ADD: SMARTZONE OPERATION	33	\$1,200.00	\$759.62	\$25,067.46
1l	QA07682AA	ADD: SMARTCONNECT	33	\$0.00	\$0.00	\$0.00
1m	QA01427AB	ALT: IMPACT GREEN HOUSING	33	\$25.00	\$15.83	\$522.39



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1n	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	33	\$515.00	\$326.00	\$10,758.00
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	33	\$157.00	\$99.38	\$3,279.54
3	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	33	\$169.00	\$106.98	\$3,530.34
4	PMMN4107C	XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	35	\$550.00	\$348.16	\$12,185.60
Grand Total				\$181,498.70(USD)		

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

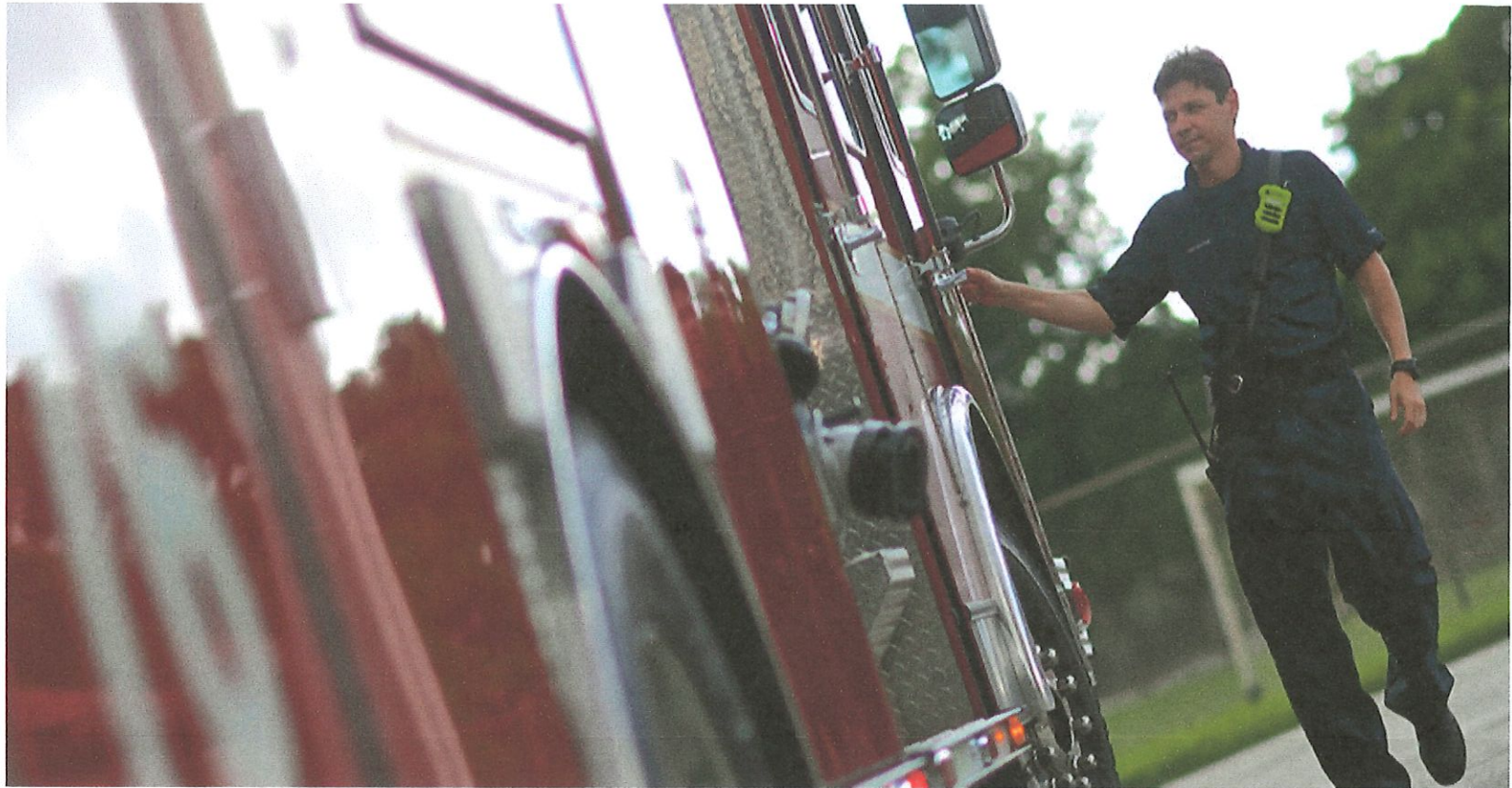
Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



HALL COUNTY COMMISSIONERS

07/19/2021



MOTOROLA SOLUTIONS

QUOTE-1511522

07/19/2021

HALL COUNTY COMMISSIONERS
PO BOX 1435
GAINESVILLE, GA 30503

Billing Address:
HALL COUNTY
COMMISSIONERS
PO BOX 1435
GAINESVILLE, GA 30503
US

Quote Date:07/19/2021
Expiration Date:10/17/2021
Quote Created By:
Adam Gartner
adamgartner@callmc.com

End Customer:
HALL COUNTY COMMISSIONERS

Contract: 19860 - NASPO

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ 1500 Enhanced						
1	M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	16	\$1,689.00	\$1,232.97	\$19,727.52
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	16	\$145.00	\$145.00	\$2,320.00
1b	W665BF	ADD: BASE STATION OP W/PS APX	16	\$70.00	\$51.10	\$817.60
1c	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	16	\$0.00	\$0.00	\$0.00
1d	G66BF	ADD: DASH MOUNT O2 APXM	16	\$125.00	\$91.25	\$1,460.00
1e	GA00580AA	ADD: TDMA OPERATION	16	\$450.00	\$328.50	\$5,256.00
1f	G142AD	ADD: NO SPEAKER APX	16	\$0.00	\$0.00	\$0.00
1g	GA00804AA	ADD: APX O2 CH (GREY)	16	\$492.00	\$359.16	\$5,746.56
1h	G89AC	ADD: NO RF ANTENNA NEEDED	16	\$0.00	\$0.00	\$0.00
1i	GA01339AA	ENH: SW P25 TRUNKING	16	\$1,070.00	\$781.10	\$12,497.60
1j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	16	\$0.00	\$0.00	\$0.00
1k	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	16	\$0.00	\$0.00	\$0.00
1l	G90AC	ADD: NO MICROPHONE NEEDED APX	16	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Grand Total

\$47,825.28(USD)

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

By:  _____Name: Philip LandgrebeTitle: Area Sales ManagerDate: 09/03/2021

Customer

By: _____

Name: _____

Title: _____

Date: _____





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

Chuck Pinney (Purchasing)

From: Chuck Pinney (Purchasing)
Sent: Monday, August 30, 2021 12:59 PM
To: Adam Gartner (adamgartner@callmc.com)
Subject: Updated quote 1511522, dtd 07/19/21

Adam, I'm trying to get approval from my Board of Commissioners to issue you a PO in response to your Quote #1511522, dated 07/19/21. In order to do that, I need an updated quote that does not reflect 'Draft' and that has been signed by the correct individual at Motorola Solutions. Once that is completed, I will be able to get this on the BOC's agenda for approval.

Thank you,

Chuck Pinney
Purchasing Supervisor
Hall County Financial Services Dept.
Purchasing Division
770-535-8271 Office
770-531-7112 Fax
cpinney@hallcounty.org
www.hallcounty.org





AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 547/2021

SUBJECT: Approval and authorization for the Chairman to execute a Resolution extending COVID 19 vaccination incentives to December 31, 2021, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: DLJ

Recommendation:
Approved.

Purpose of Request:

Approval and authorization for the Chairman to execute a Resolution extending COVID-19 vaccination incentives to December 31, 2021, subject to review and approval by the County Attorney.

History:

Facts and Issues:

This resolution extends the County Administrator's authority to develop and implement incentives for all County personnel to become fully vaccinated against COVID-19 until December 31, 2021. The incentives will be funded using the American Rescue Plan funding.

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

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

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Submit	Attorney	Administration	Clerk
VS	VS	ZP	JR

Attachments:

Resolution - Extending Vaccination Incentives

STATE OF GEORGIA
COUNTY OF HALL

RESOLUTION EXTENDING VACCINATION INCENTIVES

WHEREAS, Hall County continues to be is in the midst of a surge in COVID-19 cases as a result of the immergence of the Delta Variant; and

WHEREAS, current models show that COVID-19 cases in Hall County peaked during the month of September 2021; and

WHEREAS, the lowest vaccination rates in Hall County are in adults less than 65 years of age; and

WHEREAS, medical professionals have stated that the most important decision before Hall County residents is the choice whether or not to get vaccinated; and

WHEREAS, the Board of Commissioners cares about the health and wellbeing of Hall County employees and is committed to providing employees with necessary protections against COVID-19; and

WHEREAS, it is imperative that the Hall County Government continue to operate and serve Hall County citizens as the pandemic progresses; and

WHEREAS, the Board of Commissioners has received information that the vaccination rate for employees has increased from approximately 30% to over 58% since the incentive program commenced; and

WHEREAS, the Board of Commissioners desires to continue to provide incentives to encourage

Hall County employees to become fully vaccinated; and

WHEREAS, the Board of Commissioners has requested that the County Administrator develop a vaccination incentive program in order to facilitate the continuous and effective operation of Hall County Government operations during this phase of the pandemic; and

WHEREAS, the Board of Commissioners has also received information indicating that vaccination rate for employees will continue to increase if the vaccine incentive program is extended;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF HALL COUNTY DOES HEREBY RESOLVE that the County Administrator is hereby authorized and directed to extend the existing incentives to encourage all Hall County employees to become fully vaccinated against COVID-19 to December 31, 2021. The Board of Commissioners further resolves that the County Administrator's action regarding vaccine incentives to date are hereby ratified.

SO RESOLVED, this the 14th day of October, 2021.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____

Richard Higgins, Chairman

ATTEST:

(SEAL)

Lisa A. Ritchie, County Clerk

APPROVED AS TO FORM:

William J. Linkous III, Deputy County Attorney



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 528/2021

SUBJECT: Approve the annual renewal of Medical Stop Loss Coverage with Cigna Healthcare of Atlanta, GA and authorize the Chairman to execute all related documents. The estimated annual premium is \$1,280,855.52.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: DLJ

Recommendation:

Approve the renewal with Cigna for medical stop loss coverage. The actual cost of the renewal is \$81.98 per employee per month. This is a 9.5% increase over 2021. The estimated annual premium, based on 1,302 covered employees as of August 2021, is \$1,280,855.52; however, Cigna will provide a January bill credit in the amount of \$40,000 to offset a portion of the premium increase. The monthly premium will fluctuate based on the number of covered employees.

Purpose of Request:

Approve the renewal of the Medical Stop Loss Coverage with Cigna for the 2022 calendar year.

History:

The County has contracted with Cigna for medical stop loss coverage since 2013.

Facts and Issues:

As a result of the 9.5% premium increase, the actual rate for the 2022 renewal is \$81.98 per employee per month. Based on the average number of covered employees in 2021, the estimated annual premium will be \$1,280,855.52. Cigna will provide a bill credit of \$40,000 in January of 2022 to offset a portion of the premium increase, which will result in an actual estimated annual premium of \$1,240,855.52. The term of this agreement is for one year - January 1, 2022 through December 31, 2022.

Options:

Funding Requested

\$ 1,280,855.52

Are funds within current budget?

Yes

Source of Funds

Group Health Insurance Fund

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
JT	LJ	TS	NB
Attorney	Administration	Clerk	
VS	ZP	LR	

Attachments:

Financial Supplement

Cigna Healthcare Individual Stop Loss Renewal 1/1/2022



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

AGENDA ITEM 528/2021

Funds Requested: \$ 1,280,855.52

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Group Health Insurance Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2022	011 - INSURANCE	011 - INSURANCE FUND	4130 - INSURANCE PREMIUMS	\$1,280,855.52

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-2450

Cigna HealthCare

Individual Stop Loss Renewal

Client

Hall County Board of Commissioners

Effective Date

01/01/2022

Account Number

3335240

Opportunity Number

OP-5082708

Sales Representative

Lauren Darr

Quote Date

08/10/2021

Quote Expiration Date

10/8/2021

Individual Coverage Options

Proposal ID

Renewal

156287

Contingent or Firm

Firm

Individual Pooling Point

\$250,000

\$250,000

Annual ISL Maximum

Unlimited

Unlimited

Covered Benefits

Medical/Rx

Contract Basis

Paid

Paid in 12

Policy Period Months

12

Terminal Liability Months

-

Covered Employees

1302

Individual Premium (PEPM)

\$74.87

\$81.98

ISL Policy Year Premium

\$1,280,855.52

Renewal Increase

9.5%

Commission (% or \$ PEPM)

-

Interface Fee, if applicable

\$3.00

Laser Applies?

No

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Cigna Healthcare

Terms and Conditions	Client	Hall County Board of Commissioners
	Effective Date	1/1/2022
	Account Number	3335240
	Opportunity Number	OP-5082708
	Sales Representative	Lauren Darr
	Quote Expiration Date	10/8/2021

- Contains a firm Stop Loss quote with an expiration date of 10/08/2021. Coverage elected prior to the expiration date requires no additional large claim reporting.
- Cigna may revise or withdraw the ISL and/or ASL proposal(s) if there are changes in the benefit plan, or the addition or termination of a subsidiary, operation or class of employees, not otherwise accounted for during the Stop Loss underwriting process.
- The stop loss quote assumes proposed plan of benefits and networks and is based on Cigna providing the administration of those underlying benefits.
- In the event of material changes in the benefit plan or changes in legislation or regulation, Cigna may withdraw this proposal or revise the premium rates and/or coverage provisions with the revision(s) to become effective on the date such changes are effective.
- The ISL Maximum represents the maximum payable under the stop loss policy.
- Cigna may revise or withdraw this ISL proposal if the estimated number of Covered Persons for Stop Loss coverage, in total or in any covered plan differs more than 10% from the original estimated enrollment.
- The covered employees, shown on the financial page, are based on the following distribution of employees in each plan:
HDHP LCP = 155 Emps;
HDHP OAP = 166 Emps;
LCP Plan = 297 Emps;
OAP Plan = 684 Emps;
- Rates assume the Policy Period Months identified on the ISL proposal page.
- Scenarios that do not include run in coverage reflect a discount assuming an immature contract and will have this discount fully removed from the rates in the subsequent year when the case is renewed on a paid (mature) basis. Renewal rates can also be expected to increase for stop loss leveraged trend each year.
- If an employer carves out stop loss coverage, an additional data reporting interface fee will be charged to the employer and may vary depending on the frequency of reporting requested. Reporting information and support services are provided only after confidentiality agreements have been executed by the employer and stop loss insurer. The information provided by Cigna is based on paid-claim data only. Information is not provided for any incurred-but-not-paid claims or projected claims. In addition, information related to precertification, case management, course of treatment or prognosis will not be provided. Carving stop loss coverage out to a third party insurer is only available in our Over 500 business segment.
- Retirees over age 65 are not included in the Individual Stop Loss coverage.
- The renewal rate for the current stop loss pooling point, as identified on the ISL proposal page, is included. Medical trend is highly leveraged on stop loss and as such it is recommended that the pooling point is increased each year to keep the same proportional relationship between the underlying medical claims and the stop loss pooling point. Alternative pooling points and rates have been provided in this quote, other levels are available upon request.
- Unless otherwise indicated, this proposal contains a stop loss rate that will be adjusted by a savings amount of \$0.75 PEPM if both the incentive-based Cigna Healthy Pregnancy, Healthy Babies program and Cigna Comprehensive Oncology program are elected in conjunction with Cigna Stop Loss.
- The quote assumes inclusion of Embarc Benefit ProtectionSM as a feature of the underlying medical plan. If this program is not adopted, Cigna reserves the right to revise or withdraw this stop loss proposal(s).

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X _____ Cigna Representative	_____ Date
X _____ Chairman, Hall County Board of Commissioners	_____ Date



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 531/2021

SUBJECT: Approve the Employment Agreement for the Deputy County Attorney for the Law Department.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: DLJ

Recommendation:

Department recommends approval of the Employment Agreement for the Deputy County Attorney for the Law Department, effective October 4, 2021.

Purpose of Request:

The Employment Agreement for the Deputy County Attorney is for a new role in the Law Department.

History:

The Deputy County Attorney will assist in providing legal services in conjunction with the County Attorney. Collectively, these two roles, as well as one supporting administrative role, will serve as the Law Department.

Facts and Issues:

William J. Linkous III will serve in the role of Deputy County Attorney.

Options:

Funding Requested

\$ 226,254.10

Are funds within current budget?

Yes

Source of Funds

120-Legal Services

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
LJ	LJ	TS	NB
Attorney	Administration	Clerk	
VS	ZP	LR	

Attachments:

Financial Supplement

Employment Agreement-Deputy County Attorney-William J Linkous III



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 531/2021

Funds Requested: \$ 226,254.10

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

120-Legal Services

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2022	001 - GENERAL	120 - LEGAL SERVICES	4104 - SALARIES	\$160,000.00
2022	001 - GENERAL	120 - LEGAL SERVICES	4110 - F.I.C.A.	\$12,240.00
2022	001 - GENERAL	120 - LEGAL SERVICES	4121 - HEALTH INSURANCE	\$28,918.06
2022	001 - GENERAL	120 - LEGAL SERVICES	4122 - LIFE INSURANCE	\$529.92
2022	001 - GENERAL	120 - LEGAL SERVICES	4123 - OTHER CNTY-PD INSURANCE	\$1,566.12
2022	001 - GENERAL	120 - LEGAL SERVICES	4131 - RETIREMENT	\$22,400.00
2022	001 - GENERAL	120 - LEGAL SERVICES	4421A - CELL PHONE/DATA CHARGES	\$600.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2022	001 - GENERAL	184 - GENERAL SERVICES	4711A - CONTINGENCY-GENERAL	\$226,254.10
2022	001 - GENERAL	120 - LEGAL SERVICES	4104 - SALARIES	\$160,000.00
2022	001 - GENERAL	120 - LEGAL SERVICES	4110 - F.I.C.A.	\$12,240.00
2022	001 - GENERAL	120 - LEGAL SERVICES	4121 - HEALTH INSURANCE	\$28,918.06
2022	001 - GENERAL	120 - LEGAL SERVICES	4122 - LIFE INSURANCE	\$529.92
2022	001 - GENERAL	120 - LEGAL SERVICES	4123 - OTHER CNTY-PD INSURANCE	\$1,566.12
2022	001 - GENERAL	120 - LEGAL SERVICES	4131 - RETIREMENT	\$22,400.00
2022	001 - GENERAL	120 - LEGAL SERVICES	4421A - CELL PHONE/DATA CHARGES	\$600.00

Additional Information/Comments:

Amount listed includes salary, taxes, retirement, and health/life insurances.

Contact for Questions: DLJ

Phone:

770-531-2450

EMPLOYMENT AGREEMENT

Deputy County Attorney

THIS AGREEMENT made and entered into this 4th day of October 2021, by and between **HALL COUNTY, STATE OF GEORGIA**, hereinafter called “the County”, as party of the first part, and **William J. Linkous III**, herein called "Employee", as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to employ the services of said **William J. Linkous III** as the **Deputy County Attorney** of Hall County; and

WHEREAS, it is the desire of the governing board, hereafter called “Commission” to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of Hall County to secure and retain the services of said Employee and provide inducement for him or her to remain in such employment, and to make possible full work productivity by assuring said Employee’s morale and peace of mind with respect to future security, and to provide a just means of terminating the Employee’s services at such a time as desired by the County Administrator, or his or her designee; and

WHEREAS, the Employee desires to accept employment as **Deputy County Attorney** for Hall County;

NOW THEREFORE; in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Duties

The County hereby agrees to employ **William J. Linkous III** as **Deputy County Attorney**, to perform legally permissible functions and duties specified and assigned by the County Administrator or his or her designee.

EMPLOYMENT AGREEMENT

Deputy County Attorney

SECTION 2. Term

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the County Administrator to terminate the services of this Employee at any time, subject only to the provisions set forth in SECTION 3 of this agreement. The Employee understands that he or she serves at the pleasure of the County Administrator.
- B. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his or her position with the County, subject to the provisions set forth in SECTION 3, Paragraphs B and C of this agreement.

SECTION 3. Termination and Severance Pay

- A. In the event the Employee is terminated pursuant to Paragraph B hereof and the Employee is willing and able to perform the duties of the position under this agreement, upon execution of a Separation Agreement and General Release, the Employer agrees to pay the Employee a lump sum cash payment equal to three (3) months aggregate annual salary, exclusive of other forms of compensation, less standard withholdings, in addition to the continuation of medical, dental and vision insurance benefits during the three (3) month period immediately following the date of termination. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor or a felony, or if the County determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and breach of public trust, including but not limited to illegal acts involving personal gain, or moral turpitude, the County shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental and vision insurance continuation aside from COBRA.
- B. In the event the Employer at any point during the term of this agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of Employer, or if Employer refuses, following a written request to comply with any provision benefiting Employee herein; or the Employee resigns following a suggestion, whether formal or informal, by the County Administrator that he or she resign, then, in that event, Employee may, at his or her option, be deemed to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

EMPLOYMENT AGREEMENT

Deputy County Attorney

- C. In the event the Employee voluntarily resigns his or her position with the County as **Deputy County Attorney** then the Employee shall give the County **thirty (30)** days written notice in advance, unless the parties otherwise agree. The provision for severance pay and continuation of employment benefits detailed in SECTION 3, Paragraph A shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform his or her duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the County shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued benefits, in accordance with current policies.

SECTION 5. Salary

The County agrees to pay the Employee for his or her services rendered, pursuant hereto, an annual base salary of **\$160,000**, payable in installments at the same time as other employees of the County are paid, except that the county may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. The base annual salary and benefits may be reviewed annually by the County Administrator and consideration for increases may be determined based upon the performance of the employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 6. Performance Evaluation

The County Administrator, or his or her designee, shall review and evaluate the performance of Employee at least annually on the anniversary day of this agreement. Said review and evaluation shall be in accordance with criteria developed by the County Administrator, or his or her designee, and Employee. Performance criteria may be added to or deleted from, as the County Administrator, or his or her designee may from time to time determine. Further, the County Administrator, or his or her designee, shall provide the Employee with a written summary statement of the findings of the evaluation.

EMPLOYMENT AGREEMENT

Deputy County Attorney

SECTION 7. Hours of Work

It is generally recognized that the position of **Deputy County Attorney** involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

The Employee shall devote his or her full time to the position described in this agreement. With the approval of the County Administrator, or his or her designee, the Employee may engage in teaching, consulting or other non-employer related activities as long as he or she does not interfere with the execution of the duties of this position, or present a conflict of interest. Such consent must be obtained by advance approval, in writing, detailing the specifics of such activity.

SECTION 9. Political Activity

If the Employee announces as a candidate for any elective office during the duration, of this contract, he or she will resign from Hall County employment immediately upon declaring candidacy as defined by state law. During the term of this contract, the Employee may not:

- A. Be involved in any political activity that would constitute a conflict of interest; including participation in any aspect of any local political campaign on behalf of one's self if intending to seek elected office, or other individual or in opposition to any candidate for office within Hall County; including municipal and/or county government office. This restriction includes but is not limited to displaying or distributing information, materials, or paraphernalia in support of any political candidate, party or organization.
- B. Knowingly solicit, accept, or receive political contributions from any person, to be used in support of or in opposition to any political candidate for election within Hall County, including municipal and/or county government office.
- C. Use, or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person a job or other advantage for the purpose of influencing the vote or political action of any person.

EMPLOYMENT AGREEMENT

Deputy County Attorney

SECTION 10. Vehicle and Phone

When the Employee's duties require the use of an automobile during his or her term of employment, one will be provided by the Employer. A cellular phone dedicated solely for business usage may be provided by the Employer. In such case, the Employer shall be responsible for paying for and maintaining regular monthly service. Should the Employee desire to use their personal cellular phone for business purposes, Employer shall reimburse the Employee the amount of \$50 per month.

SECTION 11. Insurance Benefits

The County agrees to put in force and make premium payments for Medical, Dental, Vision, Short-Term Disability and Life Insurance policies on behalf of the Employee and if so elected, eligible dependents, at a level of coverage available to other County employees. The Employee may choose not to cover his/her dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County, if the Employee elects, Hall County agrees to contribute (8 %) of annual compensation as defined by the retirement plan in addition to Employer matching contributions made on contributions by the Employee as received by other County employees, into a defined contribution plan, except that the County may reduce or suspend this contribution at any time and for any duration as required due to a lack of financial resources. In addition, upon employment with the County, you will be credited with five (5) years of service, which allows you to be vested to 50% of contributions; at six (6) years, you will be vested to 75% of contributions; and at seven (7) years, you will be fully vested to 100% of contributions. Retirement contributions shall not be made on any severance pay provided by the Employer, paid in accordance with Section 3.

SECTION 13. Paid Time Off (PTO) or Vacation and Sick Leave

As applicable, the County will provide for Paid Time Off (PTO) or vacation and sick leave in the same manner as the accruals currently received by other County Employees. In the event that the County changes or adopts a new program for all employees, such changes shall also apply to the **Deputy County Attorney**. Accrued PTO or vacation leave, whichever is applicable, shall be paid to Employee upon termination of employment.

EMPLOYMENT AGREEMENT

Deputy County Attorney

SECTION 14. Dues, Subscriptions and Professional Development

- A. The County agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.
- B. The County agrees to pay the travel and subsistence expenses of the Employee for expenses related to maintenance of professional certifications, professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.

SECTION 15. Indemnification

The County shall defend, save harmless and indemnify the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as **Deputy County Attorney**. The County or its insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against the Employee and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee.

SECTION 16. General Provisions

- A. The text herein shall constitute the entire agreement between the parties. Any amendment hereto shall be in writing and be executed by both parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

EMPLOYMENT AGREEMENT

Deputy County Attorney

- D. This agreement will become effective on the 4th day of October 2021, and shall continue thereafter unless or until the agreement is terminated by either party set forth herein.
- E. This agreement shall be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____ 2021.

HALL COUNTY, GEORGIA

County Administrator

ATTEST:

County Commission Clerk

(Seal)

Employee

APPROVAL AS TO FORM

County Attorney



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 515/2021

SUBJECT: Approve the application of the FY2023 Georgia Department of Transportation Section 5303 Program Metropolitan Planning Grant for the Gainesville-Hall MPO to aid in regional transportation planning in the amount of \$109,698.75, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. A 10% State match of \$10,969.87 will be provided by GDOT. A 10% in-kind match of \$10,969.88 is required and will be provided in staff hours.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: SM

Recommendation:
Approval

Purpose of Request:

Approve the application of the FY2023 Georgia Department of Transportation Section 5303 Program Metropolitan Planning Grant for the Gainesville-Hall MPO to aid in regional transportation planning in the amount of \$109,698.75, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. A 10% State match of \$10,969.87 will be provided by GDOT. A 10% in-kind match of \$10,969.88 is required and will be provided in staff hours.

History:

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

Facts and Issues:

Options:

The Georgia Department of Transportation (GDOT) is pleased to announce the FY2023 Call for Projects for transit funding under the following Federal Transit Administration's (FTA) programs: *

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

Infrastructure Investments Program Eligible recipients include states and federally recognized Indian Tribes, state or local government authorities, nonprofit organizations, and operators of public transportation services. Eligible activities include planning, operating and capital assistance, job access and reverse commute projects, mobility management activities and the acquisition of public transportation services. The deadline for completed applications is November 1, 2021.

Funding Requested	\$ 10,969.88
Are funds within current budget?	Yes
Source of Funds	006
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:

Grants Staff	Submit	Approve	Grants
JW	LO	SM	NS
Budget	Finance	Attorney	Administration
TS	NB	VS	ZP
Clerk			
LR			

Attachments:

Financial Supplement
Draft FY 2023 5303 Application - GHMPO
Email Chain - GDOT 5303 Application



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

AGENDA ITEM 515/2021

Funds Requested: \$ 10,969.88

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

006

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
23	017 - GRANTS	877 - G'VILLE-HALL MPO	4104 - SALARIES	\$77,440.68
23	017 - GRANTS	877 - G'VILLE-HALL MPO	4280 - OFFICE MACH. & FURN<5000	\$1,348.08
23	017 - GRANTS	877 - G'VILLE-HALL MPO	4419 - TECHNICAL & PROFESSIONAL	\$19,940.11
23	006 - DEVELOPMENT SERVICES	1106 - PLANNING - SVS DIST	4104 - SALARIES	\$10,969.88
23	017 - GRANTS	877 - G'VILLE-HALL MPO	3714 - DOT- FEDERAL	\$87,759.00
23	017 - GRANTS	877 - G'VILLE-HALL MPO	3714S - DOT-STATE	\$10,969.87

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SM

Phone: 770 297-5544



FEDERAL TRANSIT ADMINISTRATION

SECTION 5303 PROGRAM METROPOLITAN PLANNING

FY 2023 GRANT APPLICATION

Please use Adobe Acrobat Reader to complete this application. You may use the tab button to navigate between fillable form fields.

All application components should be completed and returned electronically. Only the Transmittal Letter and Authorizing Resolution should be printed and returned as a scanned application attachment.

**APPLICATION DUE DATE
NOVEMBER 1, 2021**

**Georgia Department of Transportation
Intermodal Division - Transit Program Attn: Kaycee Mertz
600 W. Peachtree Street NW Atlanta, Georgia 30308**

--

FY 2023 Section 5303 Grant Application Checklist

Name/Description of Item	Completed? (Yes/No)
5303 Introduction, Funding Distribution, Additional Information	
Part A: Grant Applicant Profile	
Part B: Transmittal Letter (on Letterhead)	
Part C: Authorizing Resolution	
Part D: Project Description, Budget, and Milestones	
Part E: Title VI Data Collection and Reporting	
Part F: SAM Registration	
Part G: Expenditures Form	
Part H: Indirect Cost Documentation	
Appendix A: FTA Certifications and Assurances	
Appendix B: Definition of FTA Technical Activities	
Appendix C: Performance-Based Transit Planning Agreement	
Appendix D: FY2023 Additional 5303 funding Request Scoring Criteria	

Reviewed By: (to be completed by GDOT staff)	GDOT Transit Planner	Date
	GDOT Transit Planning Manager	Date
	GDOT Transit Program Manager	Date

*****Please note - Incomplete and incorrect applications will be returned to the Applicant Organization for corrections.**
Late submissions will be documented as such and used as part of the application evaluation upon which final budgets are based and awarded. ***

Introduction and Funding Distribution

Please refer to Table 1 below to identify Applicant Organization's total available allocation of FY2023 Section 5303 planning funds.

Considerations:

- The amount depicted under "Total Allocation" represents only the Federal funding available to each MPO.
- The proposed project must also include non-federal matching funds of 20% of the total project cost.
- For FY2023, GDOT has identified state matching funds of up to 10% of the total project cost. Your organization must provide the remaining 10% local match.

For FY2023, GDOT has identified additional funding availability. Organizations with identified planning project needs beyond their allocation are encouraged to apply for additional funding. All such additional funding requests will be considered according to criteria in Appendix D.

Table 1: Urban Area Population and Section 5303 Allocation Statistics

FY 2023 SECTION 5303 FUNDING DISTRIBUTION					
Based on 2010 Census URBANIZED AREA (UZA) POPULATION					
MPO	Base Amount	Population 2010 Census*	Population Factor	Population Allocation	Total Allocation
Albany	\$30,000	95,779	1.51%	\$37,695	\$67,695
Athens	\$30,000	128,754	2.03%	\$50,673	\$80,673
Atlanta	\$500,000	4,491,847	70.91%	\$1,767,820	\$2,267,820
Augusta	\$30,000	283,283	4.47%	\$111,489	\$151,489
Brunswick	\$40,000	51,024	0.81%	\$20,081	\$45,081
Cartersville	\$25,000	60,135	0.95%	\$23,667	\$48,667
Chattanooga**	\$4,798	78,999	1.25%	\$31,091	\$35,889
Columbus	\$40,000	192,338	3.04%	\$75,697	\$115,697
Dalton	\$30,000	84,604	1.34%	\$33,297	\$63,297
Gainesville	\$30,000	146,760	2.32%	\$57,759	\$87,759
Hinesville	\$30,000	51,456	0.81%	\$20,251	\$50,251
Macon	\$30,000	138,217	2.18%	\$54,397	\$84,397
Rome	\$30,000	60,851	0.96%	\$23,949	\$53,949
Savannah	\$40,000	260,677	4.12%	\$102,593	\$142,593
Valdosta	\$25,000	77,085	1.22%	\$30,338	\$55,338
Warner Robbins	\$30,000	132,462	2.09%	\$52,132	\$82,132
GDOT Discretionary	\$70,000				\$70,000
Totals	\$1,009,798	6,334,271	100%	\$2,492,928	\$3,502,726
*Population figures match those used in GDOT's PL funding distribution.					
**Chattanooga will not receive any STATE MATCH					
\$ 3,502,726.00	Available for 5303 MPO Planning - FY 2018 (FTA Annual Apportionment)				
\$ (1,009,798.00)	Base Amount				
\$ 2,492,928.00	Available 5303 Funds - Distributed via Formula Allocation				

Does your organization employ 100 or more transit related employees?

Yes

No

In FY 2022, did Applicant Organization receive \$250,000 or more in FTA planning funds?

(If yes, approved DBE program is required. Please attach a copy of DBE plan or provide a hyperlink.) _____

If your agency plans to apply for indirect cost please select an option below

Please check one of the boxes to indicate whether your agency has a current indirect cost plan on file with GDOT or agrees to the de-minimis rate of 10%

Approved ICR file with GDOT _____

De minimis CR (10% fixed) _____

Appendix B: Definition of FTA Technical Activities

As provided in FTA Circular 8100.1D

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

Contract Authorization Request

Part A: Grant Applicant Profile

General Information	SUBRECIPIENT ORGANIZATION Information		
	Organization Official Name (as it appears in W9)	Physical Address	Mailing Address (if different)
		DUNS Number	eVerify
Subrecipient Contract Information	Key Personnel (EXCLUDE THIRD PARTY OPERATORS)		
	Contract Reviewer	Name	
		Title	
		Phone	
		Email	
	Executor - Authorized Official that will execute the grant	Name	
		Title	
		Phone	
		Email	
	Executor 2 - Second executor only if required by the subrecipient	Name	
		Title	
		Phone	
		Email	
	Attestor/Witness - Designated Staff Person who will Attest the Executing Official's Signature and Affix the Government's Seal	Name	
		Title	
		Phone	
		Email	
	Notary - Designated Notary who will Notarize the Executing and Attesting Officials' Signatures	Name	
		Title	
		Phone	
		Email	

	Attorney	Name
		Title
		Phone
		Email

Part B: Transmittal Letter

The following page includes a sample transmittal letter with fillable fields. Applicants should only complete the fillable fields. All remaining fields will auto-populate. Once all fields are complete, Applicants should print the letter on the Applicant Organization's letterhead. A scanned copy of the signed letter (on letterhead) should be submitted as an attachment with the complete application package.

Applicants must submit the transmittal letter on the Applicant Organization's letterhead and include the signature of the Authorized Official.



Hall County Government

ADMINISTRATION

October 14, 2021

Ms. Kaycee Mertz
Transit Program Manager
Division of Intermodal
Georgia Department of Transportation
600 W. Peachtree Street
Atlanta, Georgia 30308

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t: 770.535.8288 | f: 770.531.3972

JOCK CONNELL
County Administrator

MARTY NIX
Asst. County Administrator

ZACH PROPPES
Asst. County Administrator

Dear Ms. Mertz:

The Gainesville-Hall Metropolitan Planning Organization is applying for FY 2023 financial assistance under Title 49 U.S. Section 5303 metropolitan transportation planning grant to aid in regional transportation planning in the amount of \$109,698.75 as detailed in the table below:

	Federal Share	State Share	Local Share	Total
Regional Transportation Planning	\$87,759.00	\$10,969.87	\$10,969.88	\$109,698.75

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

The Gainesville-Hall Metropolitan Planning Organization certifies that it has the technical, financial, and managerial capabilities to carry out the work described in this grant application. The following information in support of the request for funding is submitted for your consideration. If you have any questions on these matters, please contact Sarah McQuade at smcquade@hallcounty.org or 770-297-5544.

Sincerely,

Richard Higgins, Chairman
Hall County Board of Commissioners

Part C: Authorizing Resolution

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

A scanned copy of the completed, signed, and notarized Authorizing Resolution should be submitted as an attachment with the full application package.

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

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

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

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

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

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

1. That the Designated Official _____, hereinafter referred to as the "Official", is authorized to execute and file an application on behalf of _____ with the Georgia Department of Transportation, to aid in the financing of a technical study grant pursuant to Section 5303 of the Federal Transit Act to implement specific items of the FY _____ Unified Planning Work Program.
2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.

5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.
6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 8100.1D, FTA Certifications and Assurances for Federal Assistance 2021 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this ____ day of _____, 2021.

Authorized Official

Type Name and Title

Signed, sealed and delivered this ____ day of _____, 2021 in the presence of

Witness

Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting _____ of _____
(Title of Certifying/Attesting Official) (Applicant's Legal Name) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on _____, 2021.

Name of Certifying/Attesting Officer

Title of Certifying/Attesting Officer

(Place Seal)

Part D: Project Description, Budget, and Milestones

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

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

The Applicant should describe the work to be undertaken with the FY 2023 Section 5303 funds in the sections below. It is expected that all work described below will be completed within 12 months of the Notice to Proceed for the project.

D-1: Goals and Objectives

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

D-2: Tasks/Activities

Describe major project tasks/activities that will be completed for each Activity Line Item below. MPO's should attach pages from the Draft UPWP for FY 2022 (Work Elements).

44.21.00 Program Support and Administration:

44.22.00 General Development and Comprehensive Planning:

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

44.24.00 Short-Range Transportation Planning:

44.25.00 Transportation Improvement Program:

44.27.00 Other Activities

D-3: Deliverables

In Table 3 below, list and describe project deliverables to be produced by in-house personnel. If seeking additional FY2023 funding, please denote any deliverables that would result from an additional funding award.

Table 3: In-House Project Deliverables

PROJECT DELIVERABLES PRODUCED BY IN-HOUSE PERSONNEL			
Work Deliverable	Start Date	Completion Date	Person Responsible for Submitting FTA Quarterly Report to GDOT

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

D-4: Contracting Opportunities and DBE

D-4-1: Contractor Project Deliverables

In Table 4 below, list and describe anticipated contracting opportunities (i.e. consultants or other vendors), budgeted amounts, and expected dates for advertising the opportunities, and project milestones for all contracted services (i.e. consultant or other vendor activities). If seeking additional FY2023 funding, please denote any deliverables that would result from an additional funding award.

Table 4: Contractor Project Deliverables

PROJECT DELIVERABLES TO BE PRODUCED BY CONSULTANTS OR OTHER CONTRACTORS			
Milestone	Start Date	End Date	Person Responsible for Submitting FTA Quarterly Report to GDOT
Work Deliverable #1:			
Estimated Budget Amount:			
Draft RFP Submitted to GDOT for Approval:			
Advertise Contract Opportunity:			
Draft Contract Submitted to GDOT for Approval:			
Notice to Proceed Issued to Contractor:			
Draft Deliverable Submitted to GDOT for Approval:			
Final Deliverable Submitted to GDOT:			
Work Deliverable #2:			
Estimated Budget Amount:			
Draft RFP Submitted to GDOT for Approval:			
Advertise Contract Opportunity:			
Draft Contract Submitted to GDOT for Approval:			
Notice to Proceed Issued to Contractor:			
Draft Deliverable Submitted to GDOT for Approval:			
Final Deliverable Submitted to GDOT:			

D-4-1: DBE Goals and Activities

- 1.) What is your organization's goal for your Disadvantaged Business Enterprise (DBE) program?

- 2.) What efforts will your organization undertake to provide open and competitive opportunities for DBE firms to become aware of and participate in the contracted activities you propose under this grant?

D-5: Planning Coordination

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

D-6: TAM Targets

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

D-7: TAM Performance Measures

How has the MPO documented the agreed upon provisions for cooperatively developing and sharing information related to the transit asset management performance measures?

Please provide documentation (if available). Otherwise, please see the TAM agreement in Appendix C (page 25) of this application, sign and return.

D-8: PTASP Targets

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

D-9: Project Federal Funding Request

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

D-8-1: Project Budget

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

Complete Table 5 below with requested project budget information and line-item funding sources.

Table 5: Project Budget

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

D-8-2: Anticipated Travel Budget

If any of the proposed funds in Table 5 are planned to be used for travel, please identify the specific event/activity, ALI number, and anticipated costs in Table 6 below.

Table 6: Anticipated Travel Budget

Event/Activity	FTA ALI Number	Anticipated Cost

D-10: Additional Funding

****Only answer if seeking FY2023 funding greater than amount allocated in Table 1. ****

If seeking additional Section 5303 funds for FY2023, describe how the additional funds will be used. Descriptions should address how the proposed project will meet the FY2023 additional funding priorities and scoring criteria listed in Appendix D (page 28). Specify additional project deliverables and/or contracting opportunities that would result if additional FY2023 funding is awarded (these additional deliverables and contracting opportunities should also be listed in D-3 and D-4). Specify all ALI numbers from D-8.

Part E: Title VI Data Collection and Reporting

All applicants for FTA Section 5303 funding are required to maintain and provide GDOT with certain information pertaining to Title VI. Please answer the following Title VI questions below.

E-1: General Reporting Requirements

☐ Check this box if there are no lawsuits or complaints naming the Applicant Organization.

- 1.) In Table 7, list any active lawsuits or complaints naming the Applicant Organization which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits. The list should include:
- The date the lawsuit or complaint was filed;
 - A summary of the allegation;
 - Any action taken thus far; and
 - The status of the lawsuit or complaint.

Table 7: List of Title VI Complaints or Lawsuits

Date (Month/Year)	Summary (include basis of complaint: race, color, or national origin)	Action Taken	Status

- 2.) Please provide a description of all pending applications for financial assistance and financial assistance currently provided by other federal agencies.
- 3.) Please provide a summary of all civil rights compliance review activities conducted at the applicant's transit system in the last three years. The summary should include:
- The purpose or reason for the review:
 - The name of the agency or the organization that performed the review:
 - A summary of the findings and recommendations of the review:
 - A summary report on the status and/or disposition of such findings and recommendations.

E-2: MPO Reporting Requirements

E-2-1: Assessment of Planning Efforts

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

E-2-1: Monitor Title VI Activities

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

- 1.) Identify minority communities that will be affected by proposed service changes, such as route modifications, additions, deletions, or extensions under consideration by local transit providers.

- 2.) Provide technical assistance or guidance to local transportation providers in updating and developing Title VI information.

- 3.) Information Dissemination – provide a description of the methods used to inform minority communities of planning efforts (e.g., public notices, public hearings, other formal or informal public discussions, presentations, meetings, etc.) relating to transit service and improvements.

4.) Minority Participation in the Decision-Making Process - provide a written statement describing how minority groups or persons are afforded an opportunity to participate in local decision-making processes. In particular, the statement should describe liaison activities with minority community groups and other efforts to obtain minority views on transportation issues.

5.) Minority Representation on Decision-Making Bodies – provide a racial breakdown for transit related non-elected boards, advisory councils or committees, and a description of efforts made to encourage the participation of minorities on such boards or committees.

Part F: SAM Certification

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

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



GEORGIA, HALL COUNTY OF

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID 078124617	SAM Unique Entity ID USZBJ4CMC7B6	CAGE / NCAGE 48UT7
Purpose of Registration All Awards	Expiration Date Jun 3, 2022	Registration Status Active
Physical Address 2875 Browns Bridge RD Gainesville, Georgia 30504-5635 United States	Mailing Address P.O. Drawer 1435 Gainesville, Georgia 30503-1435 United States	

Business Information

Doing Business as Hall County Government	Division Name Administration	Division Number (blank)
Congressional District Georgia 09	State / Country of Incorporation (blank) / (blank)	URL http://www.hallcounty.org
MPIN *****eyA1		

Registration Dates

Activation Date Jun 4, 2021	Submission Date Jun 3, 2021	Initial Registration Date Dec 22, 2005
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Jan 1, 1818	Fiscal Year End Close Date Jun 30
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

No

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a

finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	US Local Government	(blank)
Profit Structure		
(blank)		

Government Types

U.S. Local Government
County

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset	Department Code
No	No	(blank)
Agency Location Code	Disbursing Office Symbol	
(blank)	(blank)	

Electronic Funds Transfer

EFT Indicator	CAGE Code	
0000	48UT7	
Financial Institution	Account Type	Lock Box Number
WELLS FARGO BANK, NA	Checking	(blank)
Routing Number	Account Number	
*****0248	*****81172570	

Automated Clearing House

Financial Institution	Phone (U.S.)	Email
WELLS FARGO BANK, NA	7045900500	(blank)
Phone (non-U.S.)	Fax	
(blank)	(blank)	

Remittance Information

Merchant ID1	Merchant ID2	Accounting Station
(blank)	(blank)	(blank)

Remittance Address

HALL COUNTY GOVERNMENT
Finance Department
PO Drawer 1435
Gainesville, Georgia 30503
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*****0836	Applicable Federal Tax	HALL COUNTY OF
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2006	Grants Manager	Jun 3, 2021
Address		
2875 Browns Bridge RD. Gainesville, Georgia 30504		

Points of Contact

Accounts Receivable POC



Typhanie Ansley, Accounts Receivable
tansley@hallcounty.org
7705358273

Electronic Business



Nancy Smallwood
nsmallwood@hallcounty.org
7702975503

Jessica Robinson
jlrobinson@hallcounty.org
7702975503

P.O. Drawer 1435
Gainesville, Georgia 30503
United States

P.O. Drawer 1435
Gainesville, Georgia 30503
United States

Government Business



Nancy Smallwood
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7702975503

Jessica Robinson
jlrobinson@hallcounty.org
7702975503

P.O. Drawer 1435
Gainesville, Georgia 30503
United States

P.O. Drawer 1435
Gainesville, Georgia 30503
United States

Past Performance



Jessica Robinson
jlrobinson@hallcounty.org
7702975503

Jordan Langman
jlangmand@hallcounty.org
7705317159

P.O. Drawer 1435
Gainesville, Georgia 30503
United States

P.O. Drawer 1435
Gainesville, Georgia 30503
United States

Proceedings Alternate POC



Jessica Robinson
jlrobinson@hallcounty.org
7702975503

2875 Browns Bridge RD
Gainesville, Georgia 30504
United States

Security Information

Company Security Level
Government Non-Classified

Highest Level Employee Security Level
Government Non-Classified

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	561612	Security Guards And Patrol Services
	517919	All Other Telecommunications
	921190	Other General Government Support

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

World Wide

Annual Receipts (3 Year Average)	Number of Employees (12 Month Average)
\$622,739,175.00	1730

Location

Annual Receipts (3 Year Average)	Number of Employees (12 Month Average)
(blank)	(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

Appendix A: FTA Certifications and Assurances

As part of this grant application package, all applicants must attach a signed copy of the most recent available FTA Certifications and Assurances (FY 2021) included as the following two pages.

- The full FTA FY 2021 Certifications and Assurances document is available at: <https://www.transit.dot.gov/sites/fta.dot.gov/files/2021-01/FY21-certifications.pdf>
- The FTA FY 2021 Certifications and Assurances sheet listing all of the relevant documents should be marked with a check mark (✓) showing that ALL categories numbered 01 through 21 are being certified by your organization.
- Original signatures must be placed on the FTA Fiscal Year 2021 Certifications and Assurances page which includes the “Affirmation of Applicant” and “Affirmation of the Applicant’s Attorney”.

FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

Name of Applicant:

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

OR

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

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

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2023)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2023, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2023.

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

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

Signature _____ Date: _____

Name _____

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For: _____

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

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

Signature _____ Date: _____

Name _____

Attorney for Applicant

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

Appendix B: Definition of FTA Technical Activities

As provided in FTA Circular 8100.1D

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

Appendix C: Performance-Based Transit Planning Agreement

Background

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

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

FAQs

"Who should sign the Agreement?"

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

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

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

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

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

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

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

Please direct any questions or inquiries to GDOT Intermodal, Ashley Finch [afinch@dot.ga.gov]

Performance-Based Transit Planning Agreement

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

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

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

S. McQuade 09.14.2021
MPO Signature Date

Sarah McQuade, Director
Print Name and Title


Gainesville - Hall Metropolitan Planning Organization
Organization Name

Performance-Based Transit Planning Agreement

Name of Public Transportation Provider 1: Hall Area Transit

 09/16/2021 Phillippa Lewis Moss, Director
Provider Signature Date Print Name and Title

Name of Public Transportation Provider 2: Jackson County Transit

 9/14/2021 Gina Roy, Assistant County Administrator
Provider Signature Date Print Name and Title

Name of Public Transportation Provider 3: _____

Provider Signature Date Print Name and Title

Name of Public Transportation Provider 4: _____

Provider Signature Date Print Name and Title

Joseph Boyd (GHMPO)

From: Thompson, David C <DaThompson@dot.ga.gov>
Sent: Tuesday, October 12, 2021 9:09 AM
To: Joseph Boyd (GHMPO)
Subject: RE: FY 23 5303 Application Information

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.

Joseph,

The forms have been corrected, but if you had begun your application you will not see the new forms, I have been told. So please refer to the revised table I sent when you apply for funds. Black Cat should not prevent you from applying. Please let me know if you have any questions. Thank you!

Regards,

David Charles Thompson
Intermodal Planner I



Division of Intermodal
600 West Peachtree St NW
6th Floor
Atlanta, GA 30308
404.347.0582 office

From: Thompson, David C
Sent: Tuesday, October 12, 2021 8:06 AM
To: Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Subject: RE: FY 23 5303 Application Information

Good morning Joseph,

Thank you bringing this to my attention. I will have this looked at, and I will have an answer for you as soon as I can. Have a nice day!

Regards,

David Charles Thompson
Intermodal Planner I



Division of Intermodal
600 West Peachtree St NW
6th Floor
Atlanta, GA 30308
404.347.0582 office

From: Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Sent: Monday, October 11, 2021 3:28 PM
To: Thompson, David C <DaThompson@dot.ga.gov>
Subject: RE: FY 23 5303 Application Information

Hey David,

Regarding your below email, could you please confirm what the total allocation is for the Gainesville-Hall MPO for FY 2023 for the 5303 grant? The form on Black Cat that I just re-downloaded, which you said has been updated, says our total allocation is **\$82,025**, but the form you emailed over says our total allocation is **\$87,759**?

I ask because we have already submitted our application for approval by our County Board of Commissioners for the amounts of \$82,025 for their internal review. Their voting meeting is not until this Thursday though, so we should be able to update if we need to...

Thanks!

Joseph Boyd, AICP
Transportation Planning Director
Gainesville-Hall Metropolitan Planning Organization
2875 Browns Bridge Road, Gainesville, GA 30504
(770) 297-5541 | www.ghmpo.org



From: Thompson, David C <DaThompson@dot.ga.gov>
Sent: Tuesday, October 5, 2021 10:46 AM
To: Kayla Schaaf <KSchaaf@romea.us>; Barron, Shawnasi <SBarron@albanyga.gov>; Vishanya.Forbes@rsandh.com;
Wykoda Wang <wangw@thempc.org>; Joseph Boyd (GHMPO) <jboyd@hallcounty.org>; jrocketson@thelcpc.org; Amy Martin <amartin@sgrc.us>
Subject: FW: FY 23 5303 Application Information

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.

Hello everyone,

There was originally an incorrect funding distribution form updated to the FY 23 5303 application portal in BlackCat. This has since been corrected with the attached form, which can now be found in BlackCat. There have also been some issues with the fillable forms that have also been corrected. The content of these forms has not changed.

If you have any additional issues with the FY23 application in BlackCat, please feel free to email me about it. We look forward to seeing your FY 23 5303 applications, which, as a reminder, are due on November 1.

Regards,

David Charles Thompson
Intermodal Planner I



Division of Intermodal
600 West Peachtree St NW
6th Floor
Atlanta, GA 30308
404.347.0582 office

Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 529/2021

SUBJECT: Approve the award of RFQ/P #42-010 Hall County Sheriff's Office Construction Manager at Risk for Construction Management to Sunbelt Builders, Inc. of Covington, GA in the amount of \$1,042,461.00.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: SY

Recommendation:

Approve the award of RFQ/P #42-010 Hall County Sheriff's Office Construction Manager at Risk for Construction Management to Sunbelt Builders, Inc. of Covington, GA in the amount of \$1,042,461.00.

Purpose of Request:

Approve the award of RFQ/P #42-010 Hall County Sheriff's Office Construction Manager at Risk for Construction Management to Sunbelt Builders, Inc. of Covington, GA in the amount of \$1,042,461.00. This will establish CM@Risk contract for construction of new MANS Unit in the Law Enforcement Center.

History:

Sunbelt Builders is a vendor in good standing with the County.

Facts and Issues:

A CM@Risk contractor is required to manage the build-out of the vacant space in the LEC for the relocation of the MANS Unit. A competitive bid was held and the Evaluation Team recommended the award to Sunbelt Builders.

Options:

Funding Requested

\$ 1,042,461.00

Are funds within current budget?

Yes

Source of Funds

Public Safety Impact Fees & Sheriff's CIP

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

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Purchasing	Budget
SY	SY	CP	TS
Finance	Attorney	Administration	Clerk
NB	VS	ZP	LR

Attachments:

Financial Supplement

42-010 Bid Tab

42-010 Contract Document - Execution Pending



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 529/2021

Funds Requested: \$ 1,042,461.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Public Safety Impact Fees & Sheriff's CIP

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2022	026 - IMPACT FEE	265 - IMPACT FEE- PUB SAFETY FUD	4488 - REMODEL/RENOVATIONS	\$300,000.00
2022	005 - CAPITAL PROJECTS	543 - SHERIFF- OPERATION CAPITAL	4488 - REMODEL/RENOVATIONS	\$742,461.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2022	005 - CAPITAL PROJECTS		3950 - PRIOR YEAR RESERVES	\$742,461.00
2022	005 - CAPITAL PROJECTS	543 - SHERIFF- OPERATION CAPITAL	4488 - REMODEL/RENOVATIONS	\$742,461.00

Additional Information/Comments:

The original plan was to use the MANS restricted fund for a portion of the cost, but a decision was made to instead utilize reserve within the capital projects fund. That is the reasoning for the budget transfer proposed above for FY 2022.

Contact for Questions: SY

Phone:

770-531-3905

RFQ/P #42-010, Hall County Sheriff's Office Construction Manager at Risk		Albion General Contractors	Scroggs & Grizzel Contracting, Inc.	Sunbelt Builders
		Sandy Springs, GA	Gainesville, GA	Covington, GA
ITEM	ITEM DESCRIPTION	PRICE	PRICE	PRICE
1	Pre-Construction Activities	\$16,325.00	\$0.00	\$6,500.00
2	Construction Management Fee as a percentage of the construction cost	6.0%	5.0%	5.5%
3	General Conditions: Guaranteed Lump Sum project management, staff supervision, on-site supervision, and vehicle expense	\$114,445.00	\$184,026.00	\$98,950.00
4	Build-Out Hard Costs	N/A	\$712,812.00	\$889,165.00
5	Contractor Fee	N/A	\$48,829.00	\$54,346.00
6	Contingency - Refundable if not used	\$0.00	\$90,000.00	\$0.00
7	Additional Meeting Cost - Per Meeting	\$0.00	\$200.00	\$0.00
8	Project Total - Not to Exceed	* Note 1	\$1,035,667.00	\$1,042,461.00

* Note 1:	Guaranteed not to exceed total project price was not provided with General Conditions pricing so Project Total not listed.
-----------	--

RECOMMENDED AWARD:

SUNBELT BUILDERS, INC., COVINGTON, GA - \$1,042,461.00

BUDGET AMOUNT: \$1,500,000

TOTAL AWARDED AMOUNT: NOT TO EXCEED \$1,042,461.00

BIDS MAILED: 20 HALL: 2

BIDS RECEIVED: 3 (0-NO BIDS) HALL: 1

FUNDS: SHERIFF - OPERATION CAPITAL, BUILDINGS

CATEGORY	CRITERIA	AVAILABLE SCORING	COMPANY NAME/RATING		
			Albion General Contractors	Scroggs & Grizzel	Sunbelt Builders
Qualifications	Group Average Score of Qualifications & Technical Evaluation	800	518.75	509.38	571.88
Price Quotation	Score of Price Quotation - Not to Exceed Project Price	200	* Note 1	200.00	198.70
		TOTAL SCORE (out of 1,000):	518.75	709.38	770.58
		RANK:	3	2	1

* Note 1:

Guaranteed not to exceed total project price was not provided with General Conditions pricing so no price scoring was applied.

RFQIP #42-010
HCSO CM@Risk
Group Evaluation Form

RATER	COMPANY NAME/RATING		
	Albion General Contractors	Scroggs & Grizzel	Sunbelt Builders
Larry West	400.00	400.00	400.00
Dwaine Wilson	400.00	375.00	575.00
Bill Nash	650.00	637.50	687.50
Frank Miller	625.00	625.00	625.00
AVERAGE TOTAL SCORE (out of 800):	518.75	509.38	571.88
RANK:	2	3	1

CATEGORY	CRITERIA	COMPANY NAME/RATING/TOTAL SCORE (Total score = (Low bid/actual bid)*200)		
		Albion General Contractors	Scroggs & Grizzel	Sunbelt Builders
Project Price	Not to Exceed	* Note 1	\$1,035,667.00	\$1,042,461.00
	Price Variance to Low Price		\$0.00	\$6,794.00
	Total Score:		200.00	198.70
	Rank:		1	2

* Note 1:	Guaranteed not to exceed total project price was not provided with General Conditions pricing so no price scoring was applied.
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10641 HIGHWAY 36
COVINGTON, GEORGIA
30014

www.sunbeltbuilders.com

t 770.786.3031
f 770.786.3046

August 06, 2021

Mr. Chuck Pinney
Hall County Government
Purchasing Division
2875 Browns Bridge Road, 4th Floor
Gainesville, GA 30504

RE: Construction Management Services at Risk
RFQP # 42-010 – Hall County Sheriff's Office

Mr. Pinney,

Thank you for the opportunity to submit our qualifications and experience to Hall County. Sunbelt Builders, Inc. is a family run business that has been serving the Greater Atlanta Area since our incorporation in 1982. The company operated as Sunbelt Storage Systems, Inc. until 1988 when the name was changed. Our sole office is located in Covington, GA at the address noted below.

Mike McCrorey, Vice President, will be your primary point of contact on behalf of Sunbelt Builders. If awarded the project, he will be responsible for providing oversight and support through all phases of the project, from Pre-Construction to Close-out and Warranties. Mike's mission is to ensure that the needs and requirements of Hall County are being met at all times. His contact information is as follows:

Mail: Sunbelt Builders, Inc.
10641 Highway 36
Covington, GA 30014

Office: 770-786-3031 x 104
Cell: 404-644-2939
Email: mmccrorey@sunbeltbuilders.com

The Construction Management at Risk delivery method provides a balance between value and cost. It captures the best of the Design-Build and Design-Bid-Build methods. As a successful Design-Build firm, we will be able to use our pre-construction expertise to leverage local resources and relationships to manage the process and find the optimum solutions for your construction needs.

We have successfully completed a variety of projects throughout our history for numerous city, county and state agencies. Sunbelt Builders understands the trust that the residents of Hall County have in its Government Leadership and the responsibilities associated with that trust. We are committed to maintaining clear lines of communication and to putting our best effort into every detail of your project from the date of award through the date of the one-year warranty inspection.

In addition to the foregoing, Sunbelt Builders, Inc. is fully in agreement with your other requirements and attest to the following statements.

- The proposal submitted herewith will remain in effect for and not be withdrawn for ninety (90) days after this date, August 6, 2021.
- Sunbelt Builders, Inc. hereby acknowledges the receipt of Addendum 1.
- Sunbelt Builders, Inc., if selected, will negotiate in good faith with Hall County.

The entire Sunbelt organization is committed to providing the highest levels of quality workmanship and customer service. We appreciate your review of our qualifications and would be honored to be chosen for the next step in your evaluation process.

Best Regards,



Steven C. Kapp
President

Bidder's Response Sheet (This section to be completed by the Bidder)

Date of Bid: August 6, 2021

Bid No: 42-010

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**Bidder Information
(Type or Print)**

Sunbelt Builders, Inc.
Name of Company

10641 Hwy. 36
Address

Covington, GA 30014
City State Zip Code

(770) 786-3031
Phone Number

skapp@sunbeltbuilders.com
Email Address

1581-1147131515141
Tax ID Number

Name and Title of Person authorized to sign

Name: Steven C. Kapp

Title: President

Signature: 

**Name and Mailing Address or where
to send payments**

Sunbelt Builders, Inc.
Name of Company

10641 Hwy. 36
Address

Covington, GA 30014
City State Zip Code

(770) 786-3031
Phone Number

(770) 786-3046
Fax Number

Or 111-1111111111
Social Security Number

**Acknowledge receipt of all issued addenda
by listing their numbers and date of issuance
below**

Addendum #1 issued August 3, 2021

Bids not signed must be declared as "Non-Responsive" and not considered for award

X. Proposal Form

Bid No: 42-010

It is the intent of the Owner to purchase these supplies or services as outlined in these specifications. See Section II "Scope" for the general description of this particular specification.

Hall County Sheriff's Office Construction Manager at Risk

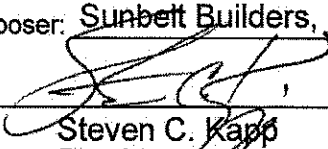
The undersigned ("Proposer") herein submits to the Hall County Commission (the "Owner") the following Proposal for "at-risk" construction management services. This Proposal is submitted in response to the Owner's Request for Proposals dated the 7th day of ~~April~~ July, 2021 seeking competitive proposals for "at-risk" construction management services.

This Proposal is for the full and complete performance of the proposed AIA form A121/CMc-1991 "Standard Form of Agreement between Owner and Construction Manager" (the "Agreement") and AIA form A201-1997 "General Conditions of the Contract for Construction". The submission of this Proposal constitutes a representation by Proposer that it has carefully studied and examined the Agreement; the General Conditions; and such other information as may have been furnished by the Owner or the Architect.

The Proposer proposes to fully, completely, and strictly perform all obligations of the Construction Manager under the Agreement for the following compensation:

- | | |
|--|---------------------|
| 1. Pre-Construction Activities | \$ <u>6,500.00</u> |
| 2. Construction Management fee as a percentage of the construction cost | <u>5.5</u> % |
| 3. General Conditions: Guaranteed Lump Sum Project Management, staff supervision, on site superintendent and vehicle expense | \$ <u>98,950.00</u> |

This Proposal is irrevocable for a period of (90) ninety days and may be accepted by the Owner within such period upon notice to Proposer.

Proposer: Sunbelt Builders, Inc.
By: 
Title: Steven C. Kapp
President

Date: August 6, 2021
Phone: 770-786-3031

All information contained in the Qualifications will remain confidential until after the award and signing of contract. The County reserves the right to cancel the Request for Qualifications or to reject any and all responses received, to waive any technicalities or other minor informalities if it determines, in its sole discretion, that such cancellation or rejection is in the best interests of the County.



10641 HIGHWAY 36
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30014
t 770.786.3031
f 770.786.3046

Hall County Sheriff's Office
Preliminary Schedule of Values
August 6, 2021

Item	Description	Cost
1	General Requirements	\$ 98,950.00
	Cost of Work General Conditions	\$ 72,773.00
2	Existing Conditions	\$ -
3	Concrete	\$ -
4	Masonry	\$ 8,400.00
5	Metals	\$ -
6	Woods & Plastics	\$ 41,247.00
7	Thermal & Moisture	\$ 6,700.00
8	Openings	\$ 55,813.00
9	Finishes	\$ 209,539.00
10	Specialties	\$ 17,540.00
11	Equipment	\$ -
12	Furnishings	\$ 1,250.00
13	Special Construction	\$ -
14	Conveying Systems	\$ -
21	Fire Suppression	\$ 15,300.00
22	Plumbing	\$ 90,095.00
23	HVAC	\$ 225,700.00
26	Electrical	\$ 109,435.00
27	Communications	\$ 8,494.00
28	Electronic Safety & Security	\$ 26,879.00
31	Earthwork	\$ -
32	Exterior Improvements	\$ -
33	Utilities	\$ -
	Contractor's Fee	\$ 54,346.00
Project Total		\$ 1,042,461.00



10641 HIGHWAY 36
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30014
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f 770.786.3046

Hall County Sheriff's Office SOV Breakdown August 6, 2021

Item	Description	Unit	Quantity	Price
01	General Requirements			
01-3025	Project Executive	EA	1	4,500.00
01-3050	Project Manager	EA	1	6,750.00
01-3055	Assistant Project Manager	EA	1	12,500.00
01-3100	Project Superintendent	EA	1	52,500.00
01-3105	Truck & Expenses	EA	1	5,000.00
01-3110	Gas, Oil & Maintenance	EA	1	2,500.00
01-3115	Phone	EA	1	625.00
01-3200	Safety Director	EA	1	1,500.00
01-3300	Project Accountant	EA	1	5,500.00
01-5113	Temporary Electricity	EA	1	3,750.00
01-5136	Temporary Water	EA	1	375.00
01-5213	Office Supplies	EA	1	500.00
	Water Cooler	EA	1	950.00
01-7800	Closeout Submittals	EA	1	2,000.00
	Total General Requirements			98,950.00
01	Cost of Work General Conditions			
01-2000	Design Contingency	EA	1	10,000.00
01-2700	Payment & Performance Bonds	EA	1	10,633.00
01-2800	Builders Risk Insurance	EA	1	4,340.00
01-3205	Background Checks	EA	1	500.00
01-3500	Project Photos	EA	1	1,000.00
01-3600	Expendable Tools	EA	1	1,250.00
01-3700	Rental Equipment	EA	1	13,750.00
01-4300	Permit Requirements & Fees	EA	1	By Owner
01-4500	Testing & Inspection Services	EA	1	By Owner
01-5219	Sanitary Facilities	EA	1	1,125.00
01-5616	Temporary Dust Barriers	EA	1	3,750.00
	Temporary Material Access	EA	1	3,000.00
01-7123	Temporary Labor	EA	1	3,750.00
01-7419	Construction Waste & Disposal	EA	1	13,000.00
01-7423	Final Cleaning	EA	1	6,675.00
	Total Cost of Work General Conditions			72,773.00

Item	Description	Unit	Quantity	Price
04	Unit Masonry			
04-4300	Stone Masonry	EA	1	8,400.00
	Total Unit Masonry			8,400.00
06	Woods & Plastics			
06-1000	Rough Carpentry & Blocking	EA	1	2,500.00
06-1100	Wood Framing & Blocking - Material	EA	1	2,500.00
06-4100	Architectural Wood Casework	EA	1	36,247.00
	Solid Surface Countertops	EA	1	Included Above
	Total Woods & Plastics			41,247.00
07	Thermal & Moisture Protection			
	Cut in Pitch Pockets	EA	1	4,950.00
07-9200	Joint Sealants	EA	1	1,750.00
	Total Thermal & Moisture Protection			6,700.00
08	Openings			
08-1000	Doors & Hardware Install	EA	1	4,800.00
	Hollow Metal Frame Install	EA	1	1,080.00
08-1100	Hollow Metal Doors & Frames Mat'l	EA	1	49,933.00
08-1100	Hollow Metal Window Frames	EA	1	Included Above
	Total Openings			55,813.00
09	Finishes			
09-2216	Drywall / Metal Framing	EA	1	160,800.00
09-5123	Acoustical Tile Ceilings			Included Above
	Acoustical Spray @ Roof Deck	EA	1	2,200.00
09-6816	Carpet Tiles	EA	1	36,089.00
09-6513	Resilient Base			Included w/ Carpet
09-3113	Thin-set Tiling			Included w/ Carpet
09-9100	Painting	EA	1	10,450.00
	Total Finishes			209,539.00
10	Specialties			
10-1116	Markerboards & Bulletin Boards	EA	1	2,530.00
10-1423	Panel Signage	EA	1	2,040.00
10-2113	Toilet Compartments	EA	1	6,954.00
10-2624	FRP Wall Coverings	EA	1	2,250.00
10-2813	Toilet Accessories	EA	1	3,224.00
10-4413	Fire Protection Cabinets & Extinguishers	EA	1	542.00
	Total Specialties			17,540.00
11	Equipment			
11-3013	Residential Appliances	EA	1	By Owner
	Total Specialties			-

Item	Description	Unit	Quantity	Price
12	Furnishings			
12-4000	Furnishings			<i>By Owner</i>
	Install TV Brackets			1,250.00
	Total Furnishings			1,250.00
21	Fire Suppression			
21-1313	Wet-Pipe Sprinkler System	EA	1	15,300.00
	Total Fire Suppression			15,300.00
22	Plumbing			
22-0000	Plumbing	EA	1	88,845.00
	Water Heater Pad	EA	1	1,250.00
	Total Plumbing			90,095.00
23	HVAC			
23-0000	HVAC	EA	1	225,700.00
	Test & Balance			<i>Included Above</i>
	Total HVAC			225,700.00
26	Electrical			
26-0000	Electrical	EA	1	109,435.00
	Total Electrical			109,435.00
27	Communications			
27-1000	Structured Cabling	EA	1	8,494.00
27-2000	Voice & Data Communications			<i>By Owner</i>
	Total Communications			8,494.00
28	Electronic Safety & Security			
28-1000	Access Controls	EA	1	11,400.00
28-2000	Video Surveillance	EA	1	1,950.00
28-4620	Fire Alarm System	EA	1	13,529.00
	Total Electronic Safety & Security			26,879.00
	Contractor's Fee			54,346.00
	Project Total			1,042,461.00

Bidder's Response Sheet (This section to be completed by the Bidder)

Date of Bid: 8/6/21

Bid No: 42-010

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**Bidder Information
(Type or Print)**

Albion General Contractors, Inc.

Name of Company

8601 Dunwoody Place, Bldg 300, Ste 330

Address

Sandy Springs GA 30350
City **State** **Zip Code**

(678-) 325-5900

Phone Number

bnewsome@albiongc.com


Email Address

4211518191511
Tax ID Number

Name and Title of Person authorized to sign

Name: Brian Newsome

Title: CEO

Signature: 

**Name and Mailing Address or where
to send payments**

Albion General Contractors, Inc.

Name of Company

8601 Dunwoody Place, Bldg 300, Ste 330

Address

Sandy Springs GA 30350
City **State** **Zip Code**

(678) 325-5900

Phone Number

()

Fax Number

Or 1111-11111111
Social Security Number

**Acknowledge receipt of all issued addenda
by listing their numbers and date of issuance
below**

Bids not signed must be declared as "Non-Responsive" and not considered for award

X. Proposal Form

Bid No: 42-010

It is the intent of the Owner to purchase these supplies or services as outlined in these specifications. See Section II "Scope" for the general description of this particular specification.

Hall County Sheriff's Office Construction Manager at Risk

The undersigned ("Proposer") herein submits to the Hall County Commission (the "Owner") the following Proposal for "at-risk" construction management services. This Proposal is submitted in response to the Owner's Request for Proposals dated the 1st day of July, 2021 seeking competitive proposals for "at-risk" construction management services.

This Proposal is for the full and complete performance of the proposed AIA form A121/CMc-1991 "Standard Form of Agreement between Owner and Construction Manager" (the "Agreement") and AIA form A201-1997 "General Conditions of the Contract for Construction". The submission of this Proposal constitutes a representation by Proposer that it has carefully studied and examined the Agreement; the General Conditions; and such other information as may have been furnished by the Owner or the Architect.

The Proposer proposes to fully, completely, and strictly perform all obligations of the Construction Manager under the Agreement for the following compensation:

- | | |
|--|----------------------|
| 1. Pre-Construction Activities | \$ <u>16,325.00</u> |
| 2. Construction Management fee as a percentage of the construction cost | <u>6</u> % |
| 3. General Conditions: Guaranteed Lump Sum Project Management, staff supervision, on site superintendent and vehicle expense | \$ <u>114,445.00</u> |

This Proposal is irrevocable for a period of (90) ninety days and may be accepted by the Owner within such period upon notice to Proposer.

Proposer: Albion General Contractors, Inc.

Date: 8/6/21

By: Brian Newsome

Phone: 678-325-5900

Title: CEO

All information contained in the Qualifications will remain confidential until after the award and signing of contract. The County reserves the right to cancel the Request for Qualifications or to reject any and all responses received, to waive any technicalities or other minor informalities if it determines, in its sole discretion, that such cancellation or rejection is in the best interests of the County.

Bidder's Response Sheet (This section to be completed by the Bidder)

Date of Bid: August 6, 2021

Bid No: 42-010

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**Bidder Information
(Type or Print)**

Scroggs & Grizzel Contracting, Inc.
Name of Company

720 Main Street, Suite B
Address

Gainesville GA 30501
City State Zip Code

(770) 532-5000
Phone Number

mgrizzel@hotmail.co
Email Address

15181-121114151513121
Tax ID Number

Name and Title of Person authorized to sign

Name: Mike Grizzel

Title: President

Signature: 

**Name and Mailing Address or where
to send payments**

Scroggs & Grizzel Contracting, Inc.
Name of Company

P.O. Box 316
Address

Gainesville GA 30503
City State Zip Code

(770) 532-5000
Phone Number

(770) 532-0640
Fax Number

Or 1 1 1 1 - 1 1 1 1 1 1 1 1
Social Security Number

Acknowledge receipt of all issued addenda
by listing their numbers and date of issuance
below

Addendum #1 Dated 8/3/2021

Bids not signed must be declared as "Non-Responsive" and not considered for award

X. Proposal Form

Bid No: 42-010

It is the intent of the Owner to purchase these supplies or services as outlined in these specifications. See Section II "Scope" for the general description of this particular specification.

Hall County Sheriff's Office Construction Manager at Risk

The undersigned ("Proposer") herein submits to the Hall County Commission (the "Owner") the following Proposal for "at-risk" construction management services. This Proposal is submitted in response to the Owner's Request for Proposals dated the ____ day of April, 2021 seeking competitive proposals for "at-risk" construction management services.

This Proposal is for the full and complete performance of the proposed AIA form A121/CMc-1991 "Standard Form of Agreement between Owner and Construction Manager" (the "Agreement") and AIA form A201-1997 "General Conditions of the Contract for Construction". The submission of this Proposal constitutes a representation by Proposer that it has carefully studied and examined the Agreement; the General Conditions; and such other information as may have been furnished by the Owner or the Architect.

The Proposer proposes to fully, completely, and strictly perform all obligations of the Construction Manager under the Agreement for the following compensation:

1. Pre-Construction Activities \$ N/A
2. Construction Management fee as a percentage of the construction cost 5 %
3. General Conditions: Guaranteed Lump Sum Project Management, staff supervision, on site superintendent and vehicle expense \$ 184,026.00

This Proposal is irrevocable for a period of (90) ninety days and may be accepted by the Owner within such period upon notice to Proposer.

Proposer: Scroggs & Grizzel Contracting, Inc.

Date: August 6, 2021

By:  Mike Grizzel

Phone: 770-532-5000

Title: President

All information contained in the Qualifications will remain confidential until after the award and signing of contract. The County reserves the right to cancel the Request for Qualifications or to reject any and all responses received, to waive any technicalities or other minor informalities if it determines, in its sole discretion, that such cancellation or rejection is in the best interests of the County.



Scroggs & Grizzel Contracting, Inc.

HCSO Construction Manager at Risk - Bid # 42-010

PRICE PROPOSAL:

Build Out Hard Cost \$712,812.00

General Conditions \$184,026.00

Fee \$ 48,829.00

*Contingency \$ 90,000.00

COST NOT TO EXCEED \$1,035,667.00

COST FOR ADDITIONAL MEETINGS \$ 200.00 Per Meeting

RECOMMENDATION FOR OTHER AREAS THAT WOULD BE BENEFICIAL TO THE
OUTCOME OF THIS FACILITY:

- 1) Moisture Resistant Gypsum at the restroom walls
- 2) Upgrade ACT in Wire Rm #17 to increase Acoustical Rating
- 3) Change Furring Channel to Resilient Channel with no extra cost

*Contingency is Refundable if not used. This fee is for potential changes and cost increases.

RFQ/P #42-010, Hall County Sheriff's Office
Construction Manager at Risk

MCC: 925-44

20 2 8 0 12 4 0

COMPANY NAME	CITY	STATE	ZIP	CONTACT NAME	Bids	Hall	Bid List	Look-Up	Vendor Request	Bid Board	No Bid
AJAX BUILDING COMPANY LLC	ALPHARETTA	GA	30005	EDEN TEAGUE	1				1		
ALBION GC	SANDY SPRINGS	GA	30350	SAVANNAH NEWSOME	1				1		
BARNESLEY CONSTRUCTION GROUP	TYRONE	GA	30290	TYLER ISGETT	1				1		
CARROLL DANIEL CONSTRUCTION COMPANY	GAINESVILLE	GA	30501	BRIAN DANIEL	1	1	1				
CHARLES BLACK CONSTRUCTION COMPANY INC.	CLEVELAND	GA	30528	CJ MCDONALD, CLARK B. MCDONALD	1		1				
CONSTANTINE ENGINEERING	FORT WALTON BEACH	FL	32547	JEFFREY L. DUPLANTIS	1		1				
CONSTRUCTCONNECT		FL	32051	MORGAN STINSON	1				1	1	
CONSTRUCTION CONNECT	CINCINNATI	OH	45209	JENNIFER PIENIAZEK	1				1	1	
COOPER & COMPANY GENERAL CONTRACTORS, INC.	CUMMING	GA	30040	TODD DAVIS	1				1		
CROY ENGINEERING, LLC.	MARIETTA	GA	30062	LYNN WIGINGTON	1		1				
CSC DESIGN, INC.	CANTON	GA	30115	KEVIN WHIPPLE	1		1				
DIVERSIFIED CONSTRUCTION OF GEORGIA	TUCKER	GA	30084	RICHARD MURRAH	1				1		
DODGE DATA & ANALYTICS	GRAND PRAIRIE	TX	75052	SPENCER MANTALABA	1				1	1	
FARRIS CONSTRUCTION CO.	DAHLONEGA	GA	30533	NATHAN BARRETT	1				1		
GORDIAN GROUP INC	DULUTH	GA	30097	TRAVIS LEITKO	1		1				
JOHN F. PENNEBAKER CO., INC.	BUFORD	GA	30518	TIFFANI PALERMO	1				1		
PRIME VENDOR	WILMINGTON	NC	28403	BID CLERK	1				1	1	
SCROGGS & GRIZZEL CONTRACTING	GAINESVILLE	GA	30501	KIM JENSEN	1	1	1				
SUNBELT BUILDERS, INC.	COVINGTON	GA	30014	GARNETT LONG	1		1				
SWOFFORD CONSTRUCTION, INC.	AUSTELL	GA	30168	CHELSEA BROWN	1				1		

Hall County Sheriff's Office Construction Manager at Risk

This agreement, made and entered into this the 27th day of September, 2021, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and Sunbelt Builders, Inc., 10641 Highway 36, Covington, GA 30014 (hereafter referred to as "Contractor").

Witnesseth:

Whereas, the County intends to contract to provide for **Hall County Sheriff's Office Construction Manager at Risk** per RFQ/P #42-010, herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

Hall County's RFQ/P issued on July 7, 2021, the Bidder's response (All originals are on file in the Hall County Purchasing Department, 2875 Browns Bridge Rd 4th Floor - Purchasing, Gainesville, Georgia 30504), and this contract are all incorporated into and made a part of this agreement by reference. This contract will become effective upon execution of all documents.

Contractor agrees to furnish all labor, material, and equipment necessary to provide Hall County Sheriff's Office Construction Manager at Risk Services for a fee not to exceed **\$1,042,461.00** per the Fee & Rate Schedule outlined in Attachment A.

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

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence

Hall County, Georgia

this _____ day of _____, 2021

By: _____

By: _____

Richard Higgins, Chairman
Hall County Board of Commissioners

Notary Comm. Exp. _____

Subscribed and sworn to in our presence

Sunbelt Builders, Inc.

this _____ day of _____, 2021

By: _____

By: _____

Steven C. Kapp
President

Notary Comm. Exp. _____

STATE OF GEORGIA
COUNTY OF HALL

RFQ/P #42-010

Hall County Sheriff's Office Construction Manager at Risk

Attachment A
Fee and Rate Schedule

X. Proposal Form

Bid No: 42-010

It is the intent of the Owner to purchase these supplies or services as outlined in these specifications. See Section II "Scope" for the general description of this particular specification.

Hall County Sheriff's Office Construction Manager at Risk

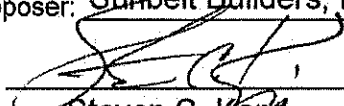
The undersigned ("Proposer") herein submits to the Hall County Commission (the "Owner") the following Proposal for "at-risk" construction management services. This Proposal is submitted in response to the Owner's Request for Proposals dated the 7th day of ~~April~~, 2021 seeking competitive proposals for "at-risk" construction management services. July

This Proposal is for the full and complete performance of the proposed AIA form A121/CMc-1991 "Standard Form of Agreement between Owner and Construction Manager" (the "Agreement") and AIA form A201-1997 "General Conditions of the Contract for Construction". The submission of this Proposal constitutes a representation by Proposer that it has carefully studied and examined the Agreement; the General Conditions; and such other information as may have been furnished by the Owner or the Architect.

The Proposer proposes to fully, completely, and strictly perform all obligations of the Construction Manager under the Agreement for the following compensation:

- | | |
|--|---------------------|
| 1. Pre-Construction Activities | \$ <u>6,500.00</u> |
| 2. Construction Management fee as a percentage of the construction cost | <u>5.5</u> % |
| 3. General Conditions: Guaranteed Lump Sum Project Management, staff supervision, on site superintendent and vehicle expense | \$ <u>98,950.00</u> |

This Proposal is irrevocable for a period of (90) ninety days and may be accepted by the Owner within such period upon notice to Proposer.

Proposer: Sunbelt Builders, Inc.
By: 
Steven C. Kapp
Title: President

Date: August 6, 2021
Phone: 770-786-3031

All information contained in the Qualifications will remain confidential until after the award and signing of contract. The County reserves the right to cancel the Request for Qualifications or to reject any and all responses received, to waive any technicalities or other minor informalities if it determines, in its sole discretion, that such cancellation or rejection is in the best interests of the County.



10641 HIGHWAY 36
COVINGTON, GEORGIA
30014
t 770.786.3031
f 770.786.3046

Hall County Sheriff's Office
Preliminary Schedule of Values
August 6, 2021

<i>Item</i>	<i>Description</i>		<i>Cost</i>
1	General Requirements	\$	98,950.00
	Cost of Work General Conditions	\$	72,773.00
2	Existing Conditions	\$	-
3	Concrete	\$	-
4	Masonry	\$	8,400.00
5	Metals	\$	-
6	Woods & Plastics	\$	41,247.00
7	Thermal & Moisture	\$	6,700.00
8	Openings	\$	55,813.00
9	Finishes	\$	209,539.00
10	Specialties	\$	17,540.00
11	Equipment	\$	-
12	Furnishings	\$	1,250.00
13	Special Construction	\$	-
14	Conveying Systems	\$	-
21	Fire Suppression	\$	15,300.00
22	Plumbing	\$	90,095.00
23	HVAC	\$	225,700.00
26	Electrical	\$	109,435.00
27	Communications	\$	8,494.00
28	Electronic Safety & Security	\$	26,879.00
31	Earthwork	\$	-
32	Exterior Improvements	\$	-
33	Utilities	\$	-
	Contractor's Fee	\$	54,346.00
Project Total		\$	1,042,461.00



10641 HIGHWAY 36
COVINGTON, GEORGIA
30014
t 770.786.3031
f 770.786.3046

Hall County Sheriff's Office SOV Breakdown August 6, 2021

Item	Description	Unit	Quantity	Price
01	General Requirements			
01-3025	Project Executive	EA	1	4,500.00
01-3050	Project Manager	EA	1	6,750.00
01-3055	Assistant Project Manager	EA	1	12,500.00
01-3100	Project Superintendent	EA	1	52,500.00
01-3105	Truck & Expenses	EA	1	5,000.00
01-3110	Gas, Oil & Maintenance	EA	1	2,500.00
01-3115	Phone	EA	1	625.00
01-3200	Safety Director	EA	1	1,500.00
01-3300	Project Accountant	EA	1	5,500.00
01-5113	Temporary Electricity	EA	1	3,750.00
01-5136	Temporary Water	EA	1	375.00
01-5213	Office Supplies	EA	1	500.00
	Water Cooler	EA	1	950.00
01-7800	Closeout Submittals	EA	1	2,000.00
	Total General Requirements			98,950.00
01	Cost of Work General Conditions			
01-2000	Design Contingency	EA	1	10,000.00
01-2700	Payment & Performance Bonds	EA	1	10,633.00
01-2800	Builders Risk Insurance	EA	1	4,340.00
01-3205	Background Checks	EA	1	500.00
01-3500	Project Photos	EA	1	1,000.00
01-3600	Expendable Tools	EA	1	1,250.00
01-3700	Rental Equipment	EA	1	13,750.00
01-4300	Permit Requirements & Fees	EA	1	By Owner
01-4500	Testing & Inspection Services	EA	1	By Owner
01-5219	Sanitary Facilities	EA	1	1,125.00
01-5616	Temporary Dust Barriers	EA	1	3,750.00
	Temporary Material Access	EA	1	3,000.00
01-7123	Temporary Labor	EA	1	3,750.00
01-7419	Construction Waste & Disposal	EA	1	13,000.00
01-7423	Final Cleaning	EA	1	6,675.00
	Total Cost of Work General Conditions			72,773.00

Item	Description	Unit	Quantity	Price
04	Unit Masonry			
04-4300	Stone Masonry	EA	1	8,400.00
	Total Unit Masonry			8,400.00
06	Woods & Plastics			
06-1000	Rough Carpentry & Blocking	EA	1	2,500.00
06-1100	Wood Framing & Blocking - Material	EA	1	2,500.00
06-4100	Architectural Wood Casework	EA	1	36,247.00
	Solid Surface Countertops	EA	1	Included Above
	Total Woods & Plastics			41,247.00
07	Thermal & Moisture Protection			
	Cut in Pitch Pockets	EA	1	4,950.00
07-9200	Joint Sealants	EA	1	1,750.00
	Total Thermal & Moisture Protection			6,700.00
08	Openings			
08-1000	Doors & Hardware Install	EA	1	4,800.00
	Hollow Metal Frame Install	EA	1	1,080.00
08-1100	Hollow Metal Doors & Frames Mat'l	EA	1	49,933.00
08-1100	Hollow Metal Window Frames	EA	1	Included Above
	Total Openings			55,813.00
09	Finishes			
09-2216	Drywall / Metal Framing	EA	1	160,800.00
09-5123	Acoustical Tile Ceilings			Included Above
	Acoustical Spray @ Roof Deck	EA	1	2,200.00
09-6816	Carpet Tiles	EA	1	36,089.00
09-6513	Resilient Base			Included w/ Carpet
09-3113	Thin-set Tiling			Included w/ Carpet
09-9100	Painting	EA	1	10,450.00
	Total Finishes			209,539.00
10	Specialties			
10-1116	Markerboards & Bulletin Boards	EA	1	2,530.00
10-1423	Panel Signage	EA	1	2,040.00
10-2113	Toilet Compartments	EA	1	6,954.00
10-2624	FRP Wall Coverings	EA	1	2,250.00
10-2813	Toilet Accessories	EA	1	3,224.00
10-4413	Fire Protection Cabinets & Extinguishers	EA	1	542.00
	Total Specialties			17,540.00
11	Equipment			
11-3013	Residential Appliances	EA	1	By Owner
	Total Specialties			-

Item	Description	Unit	Quantity	Price
12	Furnishings			
12-4000	Furnishings			<i>By Owner</i>
	Install TV Brackets			1,250.00
	Total Furnishings			1,250.00
21	Fire Suppression			
21-1313	Wet-Pipe Sprinkler System	EA	1	15,300.00
	Total Fire Suppression			15,300.00
22	Plumbing			
22-0000	Plumbing	EA	1	88,845.00
	Water Heater Pad	EA	1	1,250.00
	Total Plumbing			90,095.00
23	HVAC			
23-0000	HVAC	EA	1	225,700.00
	Test & Balance			<i>Included Above</i>
	Total HVAC			225,700.00
26	Electrical			
26-0000	Electrical	EA	1	109,435.00
	Total Electrical			109,435.00
27	Communications			
27-1000	Structured Cabling	EA	1	8,494.00
27-2000	Voice & Data Communications			<i>By Owner</i>
	Total Communications			8,494.00
28	Electronic Safety & Security			
28-1000	Access Controls	EA	1	11,400.00
28-2000	Video Surveillance	EA	1	1,950.00
28-4620	Fire Alarm System	EA	1	13,529.00
	Total Electronic Safety & Security			26,879.00
	Contractor's Fee			54,346.00
	Project Total			1,042,461.00



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 495/2021

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

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: SY

Recommendation:
Approval

Purpose of Request:

Approve the Extension of a \$451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision - Phase 1. 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.? Yes

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Public Works & Utilities	Submit	Approve	Budget
SY	SY	SY	NB
Finance	Attorney	Administration	Clerk

Finance	Attorney	Administration	Clerk
NB	VS	ZP	LR

Attachments:

Lexon Insurance Company
Guaranty Performance/Maintenance Agreement
Power of Attorney
General Purpose Rider
Final Plat Information

POWER OF ATTORNEY

11078

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$10,000,000.00, Ten Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY

Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 5-9-2023

BY

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 30th Day of August 2019.



BY

Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

STATE OF GEORGIA,
COUNTY OF HALL

Bond No. LICX1177708

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, BCVP2 Spout Springs, LLC (owner/principal, hereinafter referred to as "Principal"), and Lexon 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 and 00/100 \$451,409.00* (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, BCVP2 Spout Springs, LLC (principal) is owner of the Subdivision known as Cambridge Estates Subdivision, which subdivision is shown on a plat prepared by Ryan Schuldt, NorthPoint Land Surveying, Georgia Registered Surveyor Number 3219, and

WHEREAS, BCVP2 Spout Springs, 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, BCVP2 Spout Springs, 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); BCVP2 Spout Springs, LLC (principal) and Lexon Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, BCVP2 Spout Springs, 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. BCVP2 Spout Springs, LLC (principal), and Lexon 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,

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

Terms of Guaranty:

BCVP2 Spout Springs, LLC (principal) and Lexon Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by Lexon Insurance Company (surety) from Hall County authorizing release of BCVP2 Spout Springs, LLC (principal) and Lexon Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on August 30, 2019 (Date) and expires on August 30, 2021 (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
30th day of August, 2019.

- BCVP2 Spout Springs, LLC
PRINCIPAL
By: 
(Corporate Officer or other authorized representative)
- Lexon Insurance Company
SURETY
By: Sandra L. Fusinetti
Sandra L. Fusinetti, Attorney-in-Fact
Surety's Address:
10002 Shelbyville Road, Suite 100
Louisville, KY 40223
- 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.



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of August, 2021.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number LICX1177708 effective 8/30/2019
issued by the Lexon Insurance Company
in the amount of 451,409.00 DOLLARS,
on behalf of BCVP2 Spout Springs, LLC
as Principal and in favor of Hall County
as Obligee:

Now, Therefore, it is agreed that:

This rider will change the expiration date as follows:

Current Expiration Date: August 30, 2021

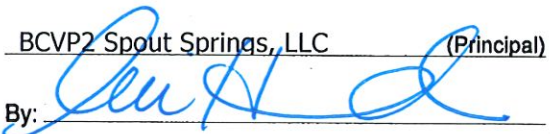
New Expiration Date: August 30, 2022


Cambridge Estates

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 30th day of August, 2021.

Signed, sealed and dated this 30th day of August, 2021.

BCVP2 Spout Springs, LLC (Principal)
By: 

Lexon Insurance Company (Surety)
By: 
Sandra L. Fusinetti Attorney-in-Fact

Accepted By:

Hall County

Final Plat Information

Consider extension of \$451,409.00 Bond 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: BCVP2 Spout Springs, LLC
ADDRESS: 3390 Peachtree Road NE
Suite 100
Atlanta, GA 30326

TYPE OF MAINTENANCE BOND: Bond
DATE OF BOND: August 30, 2019
AMOUNT OF BOND: \$451,409.00

FINANCIAL INSTITUTION: Lexon Insurance Company
AND ADDRESS: 10002 Shelbyville Road
Suite 100
Louisville, KY 40223

Account No.: LICX1177708

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 (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 511/2021

SUBJECT: Approve the Extension of a \$721,854.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Stephens Point Subdivision - Phase 1. Commission District 2.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: SY

Recommendation:
Approval

Purpose of Request:

Approve the Extension of a \$721,854.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Stephens Point Subdivision - Phase 1. 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.? Yes

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Public Works & Utilities	Submit	Approve	Budget
SY	SY	SY	NB
Finance	Attorney	Administration	Clerk

Finance	Attorney	Administration	Clerk
NB	VS	ZP	LR

Attachments:

Final Plat

Continuation Certificate

Power of Attorney

Guaranty Performance/Maintenance Agreement

Final Plat Information

Consider extension of \$721,854.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Stephens Point Subdivision Phase 1.

Subject Subdivision is located off of Stephens Road.

NAME OF SUBDIVISION: Stephens Point
NAME OF OWNER/DEVELOPER: Lennar Georgia, Inc.
ADDRESS: 1000 Holcomb Woods Parkway,
Bld. 400, Suite 450
Roswell, GA 30076

TYPE OF MAINTENANCE BOND: Guaranty Performance
DATE OF BOND: September 13, 2019
AMOUNT OF BOND: \$721,854.00

FINANCIAL INSTITUTION: Fidelity and Deposit Company of Maryland
AND ADDRESS: 1299 Zurich Way
Schaumburg, IL 60196

Account No.: 9327181

COMM. DIST.	STREET NAME	R/W IN FEET	LENGTH IN MILES	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
2	Mariners Way	50	0.108	20	P.M.	----
2	Watchmans Cove	50	0.587	20	P.M.	----
2	Golden Oak Cove	50	0.205	20	P.M.	----
2	Flying Scott Way	50	0.029	20	P.M.	----
2	Schooner Court	50	0.060	20	P.M.	----
2	Noble Oak Cove	50	0.086	20	P.M.	----
2	Grand Oak Bluff	50	0.086	20	P.M.	----

NOTES:

NUMBER OF LOTS: 174
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 58.497 AC

CONTINUATION
CERTIFICATE

Fidelity and Deposit Company of Maryland

, Surety upon

a certain Bond No. 9327181

dated effective September 13, 2019
(MONTH-DAY-YEAR)

on behalf of Lennar Georgia, Inc.
(PRINCIPAL)

and in favor of Hall County Board of Commissioners
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on September 13, 2021
(MONTH-DAY-YEAR)

and ending on September 13, 2022
(MONTH-DAY-YEAR)

Amount of bond \$ 721,854.00

Description of bond Guaranty Performance/Maintenance Agreement
Stephens Pointe Phase 1

PROVIDED: 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 the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on August 28, 2021
(MONTH-DAY-YEAR)

Fidelity and Deposit Company of Maryland

By 
Mechelle Larkin, Attorney-In-Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Mechelle Larkin, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of July, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: **Robert D. Murray**
Vice President

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of August, 2021.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

STATE OF GEORGIA,
COUNTY OF HALL

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Lennar Georgia, Inc. (owner/principal, hereinafter referred to as "Principal"), and Fidelity and Deposit Company of Maryland (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 \$ 721,854.00 * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Lennar Georgia, Inc. (principal) is owner of the Subdivision known as Stephens Point Subdivision, which subdivision is shown on a plat prepared by _____, Georgia Registered Surveyor Number _____, and

WHEREAS, Lennar Georgia, Inc. (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Stephens Point Subdivision for recording purposes, and

WHEREAS, Lennar Georgia, Inc. (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Stephens Point Subdivision for public maintenance (not applicable to private developments);

Lennar Georgia, Inc. (principal) and Fidelity and Deposit Company of Maryland (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Lennar Georgia, Inc. (principal) agrees that all construction of the street system of Stephens Point

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.

Lennar Georgia, Inc. (principal), and

Fidelity and Deposit Company of Maryland (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 "T" 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 Stephens Point 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,

Fidelity and Deposit Company of Maryland (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

Lennar Georgia, Inc. (principal) and

Fidelity and Deposit Company of Maryland (surety) shall be bound by the provisions of

this agreement until a properly authorized letter is received by

Fidelity and Deposit Company of Maryland (surety) from Hall County authorizing release of

Lennar Georgia, Inc. (principal) and

Fidelity and Deposit Company of Maryland (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on September 13, 2019 (Date) and expires on September 13, 2021

(Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

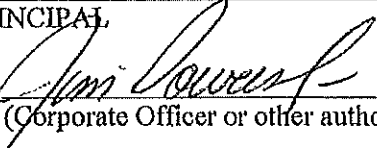
the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior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

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

13th day of September, 2019.

- Lennar Georgia, Inc., a Georgia corporation

PRINCIPAL

By: 
(Corporate Officer or other authorized representative)

Principal's Address:

1000 Holcomb Woods Parkway, Bld. 400, Suite 450
Roswell, GA 30076

- Fidelity and Deposit Company of Maryland

SURETY

By:  My Hua
(Authorized Representative) Attorney-in-Fact

Surety's Address:

1299 Zurich Way
Schaumburg, IL 60196

- 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On SEP 13 2019 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Kathy R. Mair
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

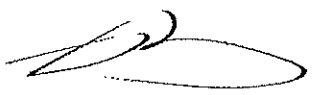
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Meehelle LARKIN, Kathy R. MAIR, and My HUA, all of Irvine, California, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

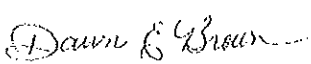
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of May, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President

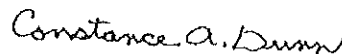

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 1st day of May, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

LENNAR CONTACT

DIVISION: Atlanta - ATL REQUESTED BY: Sherry Lancaster/David Caragher
 ADDRESS: 1000 Holcomb Woods Pkwy, Bldg 400, Ste 450 CITY: Roswell STATE: GA ZIP: 30076
 DATE OF REQUEST: 9/11/2019 PHONE NUMBER: 770-670-2767 EXTENSION: _____

PRINCIPAL AND INTERNAL INFORMATION

COMMUNITY NAME: STEPHENS POINT MASTER COMMUNITY NAME: _____
 TRACT/ SECTION (SPECIFY): _____ PHASE / LOTS / UNITS (SPECIFY): _____
 JDE COMM. COST CENTER: 6888101 .5635 JDE DIVISION COST CENTER: 760000 .1998.BILLING
 DESCRIPTION OF IMPROVEMENTS: Maintenance
 PRINCIPAL NAME (LEGAL NAME OF ENTITY): Lennar Georgia, Inc.
 PRINCIPAL ADDRESS: 1000 Holcomb Woods Pkwy, Bldg 400/Ste 450 CITY: Roswell STATE: GA ZIP: 30076
 PRINCIPAL'S RELATIONSHIP TO LENNAR: ☐ JOINT VENTURE ☒ WHOLLY-OWNED SUBSIDIARY

COMPLETE THIS SECTION IF PRINCIPAL IS A JV

NAME OF ENTITY: _____ IS JV WHOLLY-OWNED BY LENNAR? _____
 DO WE OWN THE PROPERTY?: ☒ YES ☐ NO IF NOT, NAME OF OWNER: _____

LEGAL INFORMATION

OBLIGEE NAME : Hall County
 OBLIGEE ADDRESS: 2875 Browns Bridge Road CITY: Gainesville STATE: GA ZIP: 30504
 NUMBER OF ORIGINAL BOND FORMS REQUIRED BY OBLIGEE: 1 DATE NEEDED BY: 9/19/2019

BOND INFORMATION

CONTRACT VALUE: \$ 721,854.00 ESTIMATED PROJECT COMPLETION DATE: 9/30/2021

I. PERFORMANCE / SUBDIVISION BONDS:

BOND PURPOSE: Performance BOND TYPE: Subdivision Improvements BOND AMOUNT: _____
 BOND PURPOSE: Financial BOND TYPE: Payment (Materials & Labor) BOND AMOUNT: _____
 BOND PURPOSE: Performance BOND TYPE: Maintenance / Warranty BOND AMOUNT: \$721,854.00
 BOND PURPOSE: Performance BOND TYPE: Subdivision (Monument) BOND AMOUNT: _____

MAINTENANCE / WARRANTY BONDS ONLY:

BOND REQUIRED AT BEGINNING OF PROJECT: ☒ YES ☐ NO MAINTENANCE / WARRANTY TERM: 15 months
 EXISTING PERFORMANCE BOND NUMBER (IF APPLICABLE): _____

II. OTHER BONDS:

BOND PURPOSE: Performance BOND TYPE: PERF_Subdivision Improvements BOND AMOUNT: \$ 721,854.00

III. LANGUAGE EXCEPTIONS: (DP APPROVAL REQUIRED)

☐ UNCAPPED LIABILITY; LEGAL FEES EXCEEDING BOND AMOUNT; ON DEMAND PAYMENT; OTHER

COMMENTS/SPECIAL INSTRUCTIONS: _____

APPROVALS

REFER TO THE CURRENT APPROVAL LIMITS MATRIX POSTED ON THE TREASURY PAGE ON THE LENNAR PORTAL

APPROVER 1 SIGNATURE:	PRINTED NAME: Ekaterina Schwallie	TITLE: VP, Finance	DATE:
APPROVER 2 SIGNATURE:	PRINTED NAME: Casey Hill	TITLE: Vice President/DP	DATE:
APPROVER 3 SIGNATURE:	PRINTED NAME:	TITLE:	DATE:
APPROVER 4 SIGNATURE:	PRINTED NAME:	TITLE:	DATE:

TO BE COMPLETED BY TREASURY

APPROVAL #1: _____ DATE: _____ APPROVAL #2: _____ DATE: _____
 DATE RECEIVED: _____



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 530/2021

SUBJECT: Approve the Release of a \$56,726.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets in Trinity Falls Phase II Subdivision into Hall County Maintenance. Commission District 1.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: SY

Recommendation:
Approval

Purpose of Request:

Approve the Release of a \$56,726.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets in Trinity Falls Phase II Subdivision into Hall County Maintenance. 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:

Public Works & Utilities	Submit	Approve	Budget
SY	SY	SY	NB
Finance	Attorney	Administration	Clerk

Finance	Attorney	Administration	Clerk
NB	VS	ZP	LR

Attachments:

Trinity Falls PH II - Guaranty Performance/Maintenance Agreement

Trinity Falls PH II - Final Plat Information

STATE OF GEORGIA,
COUNTY OF HALL

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Century Communities of Georgia, LLC (owner/principal, hereinafter referred to as "Principal"), and North American 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 \$ Fifty Six Thousand Seven Hundred Twenty Six Dollars and 00/100 (\$56,726.00) * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Century Communities of Georgia, LLC (principal) is owner of the Subdivision known as Trinity Falls Subdivision, which subdivision is shown on a plat prepared by EarthPro Land Surveying; Joseph R. Wells, Georgia Registered Surveyor Number 3120, and

WHEREAS, Century Communities of Georgia, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Trinity Falls Subdivision for recording purposes, and

WHEREAS, Century Communities of Georgia, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Trinity Falls Subdivision for public maintenance (not applicable to private developments);

Century Communities of Georgia, LLC (principal) and North American Specialty Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Century Communities of Georgia, LLC (principal) agrees that all construction of the street system of Trinity Falls

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.

Century Communities of Georgia, LLC (principal), and
North American 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 "P" 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 Trinity Falls 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,

North American Specialty Insurance Company (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

Century Communities of Georgia, LLC (principal) and
North American Specialty Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by

North American Specialty Insurance Company (surety) from Hall County authorizing release of

Century Communities of Georgia, LLC (principal) and

North American Specialty Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on 10/28/2019 (Date) and expires on 10/28/2021 (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

28th day of October, 2019.

- Century Communities of Georgia, LLC
PRINCIPAL

By: [Signature]
(Corporate Officer or other authorized representative)

- North American Specialty Insurance Company
SURETY

By: [Signature]
(Authorized Representative) Mark W. Edwards, II, Attorney-in-Fact

Surety's Address:

1200 Main Street, Suite 800, Kansas City, MO 64105

- 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.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

MARK W. EDWARDS II, JEFFREY M. WILSON, WILLIAM M. SMITH, ROBERT R. FREEL, ALISA B. FERRIS and RICHARD H. MITCHELL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

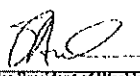
ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS


This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 18th day of JULY, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

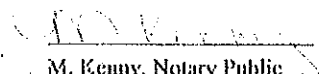
State of Illinois
County of Cook ss:

On this 18th day of JULY, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

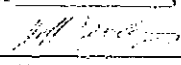
of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of October, 20 19.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

Final Plat Information

Consider release of \$56,726.00 Guaranty Performance/Maintenance Agreement and acceptance of Streets in Trinity Falls Phase II Subdivision.

Subject Subdivision is located off of Friendship Road.

NAME OF SUBDIVISION: Trinity Falls Phase II
NAME OF OWNER/DEVELOPER: Century Communities of Georgia, LLC
ADDRESS: 3091 Govers Lake Dr.
Norcross, GA 30071

TYPE OF MAINTENANCE BOND: Guaranty Agreement & Performance
DATE OF BOND: October 28, 2019
AMOUNT OF BOND: \$56,726.00 Maintenance Agreement

FINANCIAL INSTITUTION: North American Specialty Insurance Company
AND ADDRESS: 1200 Main Street, Suite 800
Kansas, MO 64105

Account No.: 2297006

COMM.		R/W IN FEET	LENGTH IN FEET	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
DIST.	STREET NAME					
1	Long Creek Drive	50	904	20	P.M.	----

NOTES:

NUMBER OF LOTS: 29
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 48.701 AC



AGENDA ITEM

County Attorney

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 545/2021

SUBJECT: Approval and authorization for the Chairman to execute a Resolution to fix the salary and expenses of the Board of Commissioners of Hall County, and any and all documents necessary to effectuate the change in salary and expenses, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: VS

Recommendation:

This matter is subject to the discretion of the Board of Commissioners.

Purpose of Request:

History:

Hall County's population has increased substantially since the State Legislature last adjusted the compensation of members of the Board of Commissioners during the 2007 Legislative Session.

Facts and Issues:

The fiscal impact of this increase in compensation would approximate \$65,842 annually beginning in Fiscal Year 2023.

Options:

Funding Requested

\$ 65,842.00

Are funds within current budget?

Yes

Source of Funds

General Fund

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Budget	Finance	Attorney
VS	TS	NB	VS
Administration		Clerk	
ZP		LR	

Attachments:

Financial Supplement

Commissioner Pay Financial Analysis

Resolution - Board of Commissioners Compensation



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

AGENDA ITEM 545/2021

Funds Requested: \$ 65,842.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	001 - GENERAL	101 - ADMINISTRATION	4104 - SALARIES	\$61,163.00
2023	001 - GENERAL	101 - ADMINISTRATION	4110 - F.I.C.A.	\$4,679.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

Hall County, Georgia
Financial Impact of Commissioner Pay Adjustment

	Current Pay			Proposed	Difference in
	Per ACCG			Rate	Total Pay
	Calculation	Per Diem	Total		
Chairman	8,629.04	25,632.00	34,261.04	50,000.00	15,738.96
District 1	7,060.12	25,632.00	32,692.12	45,000.00	12,307.88
District 2	9,260.43	25,632.00	34,892.43	45,000.00	10,107.57
District 3	6,887.93	25,632.00	32,519.93	45,000.00	12,480.07
District 4	8,839.51	25,632.00	34,471.51	45,000.00	10,528.49
			<u>168,837.03</u>	<u>230,000.00</u>	<u>61,162.97</u>
	Amount including FICA		<u><u>181,753.06</u></u>	<u><u>247,595.00</u></u>	<u><u>65,841.94</u></u>

STATE OF GEORGIA
COUNTY OF HALL

A RESOLUTION TO FIX THE SALARY AND EXPENSES
OF THE BOARD OF COMMISSIONERS OF HALL COUNTY

WHEREAS, the compensation of members of the Board of Commissioners was last adjusted by the Legislature in 2007; and

WHEREAS, since that time the population of Hall County has increased from 179,684 to 203,136; and

WHEREAS, due to this population increase, members of the Board of Commissioners currently spend more time addressing issues concerning the residents of Hall County; and

WHEREAS, the members of the Board of Commissioners have determined that an adjustment in compensation for the Chairman and District Commissioners is in the best interest of the citizens of Hall County; and

WHEREAS, an increase in compensation for members of the Board of Commissioners will help attract highly qualified individuals to engage in public service; and

WHEREAS, this increase in compensation for the Chairman and District Commissioners will not be effective until the first day of January, 2023, following the next general election held subsequent to the adoption of this Resolution; and

WHEREAS, the Board of Commissioners has directed that notice of its intent to increase the compensation of the Chairman and District Commissioners, and notice of the fiscal impact of such action, shall be published in the legal organ of Hall County once a week for three consecutive weeks immediately preceding the meeting at which this Resolution shall be considered and adopted; and

WHEREAS, this Resolution will not be considered or acted upon during the period of time beginning with the date that candidates for election as members of the County Governing Authority may first qualify as such candidates and ending with the first day of January following the date of qualification; and

WHEREAS, the Board of Commissioners has directed the County Administrator to determine the fiscal impact of this increase in compensation, and the fiscal impact of this increase and compensation is \$65,842; and

WHEREAS, the salaries fixed by this Resolution for the Chairman and District Commissioners are comparable to the salaries of other County Commissioners in similarly situated counties;

NOW, THEREFORE, the Board of Commissioners of Hall County does hereby fix the annual base salary of the Chairman of the Board of Commissioners at \$50,000, payable in equal monthly installments commencing on January 1, 2023. The Board of Commissioners also hereby fixes the annual base salary of District Commissioners at \$45,000, payable in equal monthly installments commencing on January 1, 2023.

BE IT FURTHER RESOLVED that the additional elements of compensation for the Chairman and District Commissioners, beginning January 1, 2023, shall be as follows:

1. The Chairman and District Commissioners shall receive health, dental, vision, and life insurance coverage pursuant to Hall County's Health Plan document.
2. The Chairman and District Commissioners' annual base salary compensation shall be adjusted based upon any approved County COLA increase and/or an approved County-wide merit increase.
3. The Chairman and District Commissioners shall be entitled to any Carl Vinson Institute of Government training incentives or supplements, and any longevity increases, authorized by state or local law.
4. The Chairman and District Commissioners shall remain eligible to participate in the County's 401(a) Money Purchase Plan and the County's 457 Deferred Compensation Plan.
5. The Chairman and District Commissioners may be issued a County phone, or the Chairman and District Commissioners may be reimbursed in the amount of \$125.00 per month for the use of their personal phone in relation to County business.
6. The salaries and compensation of the Chairman and District Commissioners, as determined in accordance with the terms of this Resolution, shall not reset at the commencement of a new term regardless whether an incumbent or new member is taking office. If a new member takes office, any longevity and/or training incentives of the prior member shall not be included in the new member's compensation.
7. The Chairman and District Commissioners may be reimbursed for actual and necessary expenses incurred as a result of their service to Hall County citizens. The Chairman and

District Commissioners may receive mileage reimbursement in accordance with the IRS Standard Mileage Rates in effect at the time that the mileage is incurred.

BE IT FURTHER RESOLVED that any provisions of Hall County local law that are in conflict with the salary, compensation, and expense provisions set forth in this Resolution shall be repealed on January 1, 2023.

SO RESOLVED, this the _____ day of October, 2021.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Richard Higgins, Chairman

ATTEST:

Lisa A. Ritchie, County Clerk

(SEAL)

APPROVED AS TO FORM:

Van Stephens, County Attorney



AGENDA ITEM

Other Business - Financial Services

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 546/2021

SUBJECT: Approval and authorization for the Chairman to execute any and all documents relating to the installment sale financing related to the acquisition of eight (8) Fire Pumper Apparatus for Hall County, Ga., subject to the review and approval of the County Attorney.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: DB

Recommendation:
Approve the resolution

Purpose of Request:

Approve the resolution authorizing the execution of documents relating to the installment sale financing of the acquisition of eight (8) Fire Pumper Apparatus for Hall County, GA. The tax-exempt installment sale financing has a total estimated project cost of up to \$5,806,339. This price is preliminary and is subject to change. Additionally, this price does not include interest expense which will be determined at the bid opening and confirmed at the October 14, 2021 Voting Meeting.

History:

This is the second of a two phase multi-year financing and purchasing plan to purchase and replace Hall County Fire Services Pumper Trucks. This installment sale financing will fund the replacement eight (8) Fire Pumper Trucks over the next year due to aging and remaining useful life of the Fire Department's current fleet.

Facts and Issues:

Options:

This agenda item will provide the necessary financing/funding to make the purchase of the eight (8) Fire Enforcer Pumpers in October 2021. The installment sale financing will be for a term of seven (7) years, based upon the useful life of the project, and at the end of the agreement Hall County may retain the eight (8) Fire Engines for continual use, trade in for newer apparatus, and/or move the apparatus to the reserve fleet. The debt service payments will be funded by the Fire Services Fund. The Enforcer Pumpers will take approximately 10-12 months to build and will be delivered in August - October 2022. Please note that a separate agenda item will come before the Board at the October 25, 2021 Work Session seeking approval regarding the purchase of the Fire Pumper Apparatus. Attached to this Work Session agenda item is an example Resolution that will be updated with the final numbers and financing information presented to the Board of Commissioners at the October 14, 2021 Voting Meeting.

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?	No
Is there a deadline for this item?	

Approvals:

Approve	Budget	Finance	Attorney
ZP	TS	NB	VS
Administration		Clerk	
ZP		JR	

Attachments:

DRAFT 2021 Hall Co. - Installment Sale Agreement for Enforcer Pumpers

ARTICLE I

DRAFT

INSTALLMENT SALE AGREEMENT

Dated as of October 14, 2021

between

as Seller

and

HALL COUNTY, GEORGIA

as Purchaser

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INSTALLMENT SALE AGREEMENT

THIS INSTALLMENT SALE AGREEMENT (hereinafter sometimes referred to as the “Installment Sale Agreement”), dated as of October 27, 2021, by and between _____, a corporation organized and existing under the laws of the _____, as seller (the “Seller”), and **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia, as purchaser (the “County”).

WITNESSETH

WHEREAS, the County is a duly and validly organized and existing political subdivision under and by virtue of the Constitution and laws of the State of Georgia; and

WHEREAS, the County has the power, pursuant to the laws of the State of Georgia, including particularly Section 36-60-13 of the Official Code of Georgia Annotated (“O.C.G.A.”), as amended, to enter into purchase or lease purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services and supplies; and

WHEREAS, the Board of Commissioners of Hall County, Georgia (the “Board”) has heretofore determined that the County needs to acquire new fire pumper trucks to better serve the emergency needs of the citizens of the County; and

WHEREAS, the Seller agrees to acquire fire pumper trucks that shall meet the County’s needs, in accordance with specifications determined by the Board (said fire pumper trucks hereinafter called the “Project”) and to sell the Project to the County on terms and conditions acceptable to the Board, in accordance with this Installment Sale Agreement; and

WHEREAS, the County agrees to purchase the Project from the Seller in accordance with this Installment Sale Agreement; and

WHEREAS, the obligations of the County to make payments hereunder shall be payable only from funds lawfully appropriated by the County for such purpose and shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitations; and

WHEREAS, the ad valorem taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any moneys due under this Installment Sale Agreement; and

WHEREAS, the Seller and the County have duly authorized the execution and delivery of this Installment Sale Agreement; and

WHEREAS, the term of this Installment Sale Agreement expires on June 30, 2022, but this Installment Sale Agreement shall automatically renew for additional and consecutive one-year

terms ending on June 30 of each successive year, subject to the County's right to terminate during the term of this Installment Sale Agreement; and

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

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ARTICLE II DEFINITIONS AND EXHIBITS

Section 2.1. Definitions and Rules of Construction.

Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Installment Sale Agreement, have the meanings specified herein. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Installment Sale Agreement, refer to this Installment Sale Agreement as a whole.

"Act" means O.C.G.A. Sections 36-60-13, -14, and -15, as amended.

"Authorized County Representative" means the person or persons at the time designated, by written certificate furnished to the Seller and the Project Fund Depository (as defined below), as the person or persons authorized to act on behalf of the County. Such certificate shall contain the specimen signature of such person or persons, shall be signed by the Chairman of the Board of Commissioners of Hall County, and may designate an alternate or alternates. An Authorized County Representative may, but need not be, an employee of the County.

"Basic Payment" means a payment required by Section 4.4(a)(i) hereof, representing a scheduled principal payment of the Installment Sale Amount.

"Bond Counsel" means Stewart, Melvin & Frost, LLP, or another firm of nationally recognized attorneys at law reasonably acceptable to the County and experienced in legal work relating to the issuance of bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103(a) of the Code.

"Closing Date" means the date of the execution and delivery of this Installment Sale Agreement.

"Completion Date" means that date determined in accordance with Section 4.2(g) of this Installment Sale Agreement.

"County" means Hall County, Georgia and its successors and assigns.

"County Documents" means this Installment Sale Agreement.

“Date of Taxability” means the earliest date as of which the Supplemental Payments shall have been determined to be includable in the gross income of the Seller as a result of a Determination of Taxability.

“Default” means an event or circumstance which, with notice or the passage of time, or both, would constitute an Event of Default (as defined below).

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(a) on that date when the County files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(b) on the date when the Seller notifies the County that it has received a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred;

(c) on the date when the County shall be advised in writing by the Commissioner or any District Director of Internal Revenue (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the County, or upon any review or audit of the County or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(d) on that date when the County shall receive notice from the Seller that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Seller the Supplemental Payments paid to the Seller due to the occurrence of an Event of Taxability;

provided, however, that no Determination of Taxability shall occur under clauses (c) or (d) above unless the County has been afforded the opportunity, at its expense, to contest any such assessment; and provided further that no Determination of Taxability shall occur until such contest, if made, has been finally determined.

“Event of Taxability” means the occurrence or existence of any fact, event or circumstance, due to the taking of any action by the County, or the failure to take any action by the County, or the making by the County of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Installment Sale Agreement, which has the effect of causing the Supplemental Payments to become includable, in whole or in part, in the gross income of the Seller for federal income tax purposes.

“Event of Non-appropriation” means a non-renewal by the County of this Installment Sale Agreement for an Installment Sale Year for which this Installment Sale Agreement has not previously been renewed, determined by (i) the County’s failure, on or before the 15th day before each Fiscal Year, to appropriate the Minimum Annual Appropriated Amount, or (ii) actual written notice from the County to the Seller fifteen (15) days prior to the end of the current Fiscal Year

that the County will terminate this Installment Sale Agreement at the end of the current Fiscal Year. The Seller, in its sole discretion, may waive an Event of Non-appropriation upon request by the County. Any such waiver must be in writing and signed by the Seller.

“Fiscal Year” means July 1 through June 30, or such other fiscal year as the County may designate.

“Installment Payment” means a Basic Payment and the corresponding Supplemental Payments. The principal component of and the interest component of the Installment Payments are described in **Exhibit A, Schedule 2** hereto.

“Installment Sale Amount” means the amount as set forth in **Exhibit A, Schedule 1** attached hereto and hereby incorporated herein, representing the amount advanced by the Seller for financing the acquisition of the Project and paying costs of issuance.

“Installment Sale Year” means a Fiscal Year or portion thereof within the Term of this Installment Sale Agreement.

“Minimum Annual Appropriated Amount” means an amount equal to the sum of (i) the Basic Payments coming due in such Fiscal Year as set forth in this Installment Sale Agreement; (ii) the Supplemental Payments coming due in such Fiscal Year as set forth in this Installment Sale Agreement; and (iii) any amounts owing or expected to come due during the Fiscal Year pursuant to Section 5.1(c) hereof.

“Project” means the fire pumper trucks, meeting the specifications determined by the Board, more particularly described in **Exhibit B** hereto, and by this reference incorporated herein.

“Project Fund” means the fund created pursuant to Section 3.3(a) hereof.

“Purchase Price” means the unpaid Basic Payments and accrued Supplemental Payments as set forth in **Exhibit A** to this Installment Sale Agreement as of the applicable date on which the Purchase Price is to be paid.

“Qualified Investments” means the following:

(i) obligations of the United States and obligations of its agencies and instrumentalities rated “AA” or better by Standard and Poor’s;

(ii) bonds or certificates of indebtedness of the State of Georgia and of its agencies and instrumentalities rated “AA” or better by Standard and Poor’s;

(iii) certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State of Georgia or the United States which are of a par value equal to that portion of such certificates of deposits which would be uninsured;

(iv) obligations of the State of Georgia or other states rated “AA” or better by Standard and Poor’s;

(v) obligations fully insured or guaranteed by the United States government or a United States government agency;

(vi) obligations of any corporation of the United States government related “AA” or better by Standard and Poor’s;

(vii) prime banker’s acceptances;

(viii) the local government investment pool established by Section 36-83-8 of the Official Code of Georgia Annotated;

(ix) repurchase agreements consented to in writing by the Seller;

(x) obligations of other political subdivisions of the State of Georgia rated “AA” or better by Standard and Poor’s; and

(xi) any other investments authorized by the laws of the State of Georgia and consented to in writing by the Seller.

“Requisition” means the requisition attached hereto as **Exhibit D**.

“Seller” means _____, a corporation organized and existing under the laws of the _____, and its successors and assigns.

“State” means the State of Georgia.

“Supplemental Payment” means a payment required by Section 4.4(a)(ii) hereof, representing interest on the Installment Sale Amount.

“Term” shall have the meaning specified in Section 4.3 hereof.

Section 2.2. Exhibits.

The following Exhibits are attached to, and by reference made a part of, this Installment Sale Agreement:

- Exhibit A: Schedule 1: Basic Terms
 Schedule 2: Installment Payment Amounts
- Exhibit B: Description of Project

Exhibit C: Certificate of Appropriation

Exhibit D: Form of Requisition

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ARTICLE III

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 3.1. Representations, Covenants and Warranties of the County.

The County represents, covenants and warrants to the Seller as follows:

(a) Due Organization and Existence. The County is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) No Violations. Neither the execution and delivery of the County Documents and each of the other documents entered into by County in connection herewith, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing or, except as provided in the County Documents, results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the County, or upon the Project. The County is not in default under any indenture, loan agreement, or similar document relating to the borrowing of moneys or any other material contract, lease, or commitment to which it is a party or by which it is bound.

(c) Execution and Delivery. The County has duly authorized and executed the County Documents in accordance with the Constitution and laws of the State.

(d) No Litigation. There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the County, which singly or in the aggregate, if adversely determined, would adversely affect the validity or enforceability of the County Documents or any of the other related agreements or would adversely affect the County's ability to satisfy its obligations hereunder or thereunder in a timely manner.

(e) Compliance with Laws and Regulations. The execution and delivery by the County of the County Documents, all of the other related agreements and the performance of the County's obligations hereunder and thereunder are not in contravention of any laws, orders, regulations or ordinances. The County is in compliance with all laws, orders, regulations and ordinances of all federal and state authorities, which the failure to comply with would have a material adverse effect on the enforceability of the County Documents or its ability to satisfy its obligation hereunder or thereunder in a timely manner.

(f) [Reserved].

(g) Tax Covenants. This Installment Sale Agreement is being entered into by the County in compliance with the conditions necessary for the Supplemental Payments payable by the County to be excluded from the gross income of the Seller for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code relating to obligations of the State or political subdivisions thereof. It is the intention of the County that the Supplemental Payments be and remain excluded from gross income for federal income tax purposes, and, to that end, the County hereby covenants as follows:

(i) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion of the Supplemental Payments from income under Section 103 of the Code.

(ii) It will not directly or indirectly take or omit to take any action in a way that would cause this Installment Sale Agreement to be a “private activity bond” within the meaning of Section 141 of the Code.

(iii) It will not directly or indirectly use or permit the use of the Installment Sale Amount, or any other funds of the County or take or omit to take any action that would cause this Installment Sale Agreement to be an “arbitrage bond” within the meaning of Section 148 of the Code. To that end, the County will comply with all requirements of Section 148 of the Code, including without limitation Section 148(f) thereof, to the extent applicable to this Installment Sale Agreement.

(iv) This Installment Sale Agreement is not and shall not be “federally guaranteed” as defined in Section 149(b) of the Code.

(v) Subject to the limitations of the Act, upon the occurrence of a Determination of Taxability regarding the Supplemental Payments, due to the action or inaction of the County, the County shall pay to the Seller a rate of interest from the Date of Taxability that would provide the Seller with an after-tax yield on the then outstanding principal amount under this Installment Sale Agreement equal to the after-tax yield the Seller would have received if a Determination of Taxability had not occurred.

(h) Reporting Requirements. The County will cause the following documents or information to be delivered to the Seller:

(i) immediately upon becoming aware thereof, notice of the occurrence of any Event of Default specified in Section 8.1 hereof;

(ii) within thirty (30) days of its adoption of its annual budget, a copy of such budget and a certificate of the County certifying that the Minimum Annual Appropriated Amount has been appropriated for the Fiscal Year;

(iii) within 210 days of each Fiscal Year end, the audited financial statements of the County; and

(iv) such other information as the Seller shall reasonably request.

(i) No Pecuniary Interest. No employee of the County has any direct or indirect pecuniary interest in, or will receive or has agreed to receive any compensation with respect to, any contract, lease, purchase, sale, or employment made or to be made in connection with the proposed transaction contemplated by the performance of this Installment Sale Agreement.

(j) Bidding Requirements. All requirements have been, or will be met and procedures have occurred or will occur in order to ensure the enforceability of this Installment Sale Agreement, and the County has complied or will comply with such public bidding requirements as may be applicable to acquisition of the Project and this Installment Sale Agreement.

(k) Government Use. During the term hereof, the Project will be used for the purpose of performing one or more essential governmental functions of the County, consistent with the permissible scope of the County's authority.

(l) Compliance with O.C.G.A. Section 36-60-13. The principal amount of all contracts executed pursuant to the Act, when added to the amount of debt incurred by the County pursuant to Article IX, Section V, Paragraph 1 of the Constitution of the State of Georgia, does not exceed 10% of the assessed value of all taxable property within the County. The property being financed pursuant to this Installment Sale Agreement has not been the subject of a referendum which failed to receive the approval of the voters of the County within the immediately preceding four calendar years. Without limiting the County's representation of compliance with other laws, the execution and delivery by the County of the County Documents and all of the other related agreements and the performance of the County's obligations hereunder and thereunder are not in contravention of the Act.

ARTICLE IV

SALE OF PROJECT

Section 4.1. Sale of the Project; Title.

In consideration of the representations and undertakings of the County in this Installment Sale Agreement, the Seller hereby agrees to sell to the County, and the County hereby agrees to purchase from the Seller, in accordance with the provisions of this Installment Sale Agreement, all the Seller's right, title and interest in and to the Project, and each and every component thereof; provided, however, that the title to the Project and every component thereof shall be subordinate and subject to the prior lien and encumbrance of this Installment Sale Agreement until all Installment Payments hereunder, or the Purchase Price, shall have been paid in full, together with all other obligations arising hereunder and any other amounts required by this Installment Sale Agreement ("Payment in Full"). **[Until Payment in Full shall occur, title to the Project shall remain in the Seller. / Seller shall convey title to the Project to the County within three (3) months of delivery of the Project to the County, and title shall remain in the County during**

the term of this Installment Sale Agreement.] If an Event of Default or an Event of Non-appropriation with respect to this Installment Sale Agreement occurs, the County will then (or, in the case of an Event of Non-appropriation, on the date through which the County has paid, or appropriated moneys sufficient to pay the applicable Installment Payments) surrender peaceably **[title to and]** possession of the Project to the Seller in good condition and repair, normal wear and tear excepted. The Seller will have all legal and equitable rights and remedies to enforce its rights, including but not limited to, the right to take **[title to and]** possession of the Project, and to sell or relet same. On request, the County shall execute and deliver to Seller such instruments as necessary or desirable to vest or confirm in the Seller or its assignee all right, title and interest of County in the Project. **[After Payment in Full, the Seller shall transfer title to the Project to the County by bill of sale.]** After Payment in Full, upon the request of the County, the Seller will cancel or cause to be cancelled of record this Installment Sale Agreement. The County agrees that it will pay all expenses and taxes, if any, applicable to or arising from any transfer of title as herein provided.

The Seller hereby grants to the County the quiet enjoyment and peaceable possession of the Project, and all appurtenances thereunto belonging, free from all claims of all persons whomsoever acting by, through or under the Seller throughout the Term of this Installment Sale Agreement.

Section 4.2. Warranties.

(a) the Seller as a corporation is authorized to enter into all terms, conditions and covenants contained in this Installment Sale Agreement.

(b) the Seller has taken all action necessary and required under applicable rules, regulations and laws necessary to perform the provisions of this Installment Sale Agreement.

(c) the Seller shall take no acts nor engage in any course of conduct which would impair its ability to perform all provisions of this Installment Sale Agreement.

(d) THE SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY, AS TO THE CONDITION OF THE PROJECT OR THAT IT WILL BE SUITABLE FOR THE COUNTY'S PURPOSES OR NEEDS.

Section 4.3. Project Fund.

(a) There is hereby created a special escrow account to be known as the "Hall County, Georgia 2021 Installment Sale Agreement Project Fund" (the "Project Fund"). _____, is hereby designated as the depository of the Project Fund (the "Project Fund Depository"). The County shall deposit the Installment Sale Amount into the Project Fund. The moneys and securities on deposit in the Project Fund are being held separate and apart from all other funds of the County. The Project Fund Depository, at the direction of the County, shall invest and reinvest moneys on deposit in the Project Fund in Qualified Investments.

(b) Unless the Project Fund is earlier terminated in accordance with the provisions of paragraph (c) below, amounts in the Project Fund shall be used by the County in payment of amounts described in Section 4.2(b) hereof. If the amounts in the Project Fund are insufficient to pay such amounts, the County shall provide any balance of the funds needed to complete the Project. Any moneys remaining in the Project Fund after the Completion Date shall be applied to Basic Payments required under Section 4.4(a)(i) hereof.

(c) The Project Fund shall be terminated at the earliest of: (i) the final distribution of amounts in the Project Fund; (ii) an Event of Default or an Event of Non-appropriation hereunder; or (iii) the termination of this Installment Sale Agreement. Upon an Event of Default or an Event of Non-appropriation, the moneys on deposit in the Project Fund shall, at the option of the Seller, be applied to the Basic Payments hereunder or to the Project.

(d) If an amount shall be held in the Project Fund from and after the third anniversary of the Closing Date, the County shall invest such amount only in (i) obligations described in Section 103 of the Code (excluding “private activity bonds,” as defined in Section 141 of the Code) or (ii) securities for which there is an established market, including U.S. Treasury Obligations, State and Local Government Series, and for which market price is paid, such securities to have a yield not in excess of the yield on this Installment Sale Agreement, unless the County receives an opinion of Bond Counsel to the effect that investment at a higher rate will not cause this Installment Sale Agreement to become an “arbitrage bond” within the meaning of Section 148 of the Code and will not otherwise adversely affect the exclusion of Supplemental Payments on this Installment Sale Agreement from gross income for federal income tax purposes.

ARTICLE V

DEPOSIT TO THE PROJECT FUND; AGREEMENT TO ACQUIRE THE PROJECT; TERMINATION OF INSTALLMENT SALE AGREEMENT; INSTALLMENT PAYMENTS; APPROPRIATION

Section 5.1. Deposit to Project Fund.

The Seller will cause the Installment Sale Amount to be deposited in the Project Fund. Upon satisfaction of the requirements of Section 4.2(c) hereof, the County will apply the amounts in the Project Fund for costs related to the Project. The County agrees to pay any such costs of the Project and costs of issuance in excess of amounts available therefor in the Project Fund. The Seller shall have no obligation for any costs and expenses incurred by the County with respect to the Project or the financing thereof.

Section 5.2. Acquisition of Project.

(a) Acquisition Contracts. The Seller hereby appoints the County as its agent for purposes of acquiring the Project. Such appointment is coupled with an interest. The County will arrange for the acquisition the Project with moneys available in the Project Fund. The County represents the estimated costs of the Project are within the funds estimated to be available therefor, and the Seller makes no warranty or representation with respect thereto. Prior to a disbursement from the Project Fund, there shall be filed with the Project Fund Depository a Requisition approved

by the Seller. The Seller shall not be liable under any of the acquisition contracts. The County shall obtain all necessary permits and approvals, if any, for the acquisition of the Project, and the operation and maintenance thereof, which may hereafter become applicable to the Project.

(b) Authorized Project Fund Disbursements. Disbursements from the Project Fund may be made for the purpose of paying (said term to include the reimbursement of the County for advances from its other funds to accomplish the purposes hereinafter described) the costs of acquiring the Project and costs of issuance associated with this Installment Sale Agreement.

(c) Requisition Procedure. Prior to disbursement from the Project Fund there shall be filed with the Project Fund Depository a Requisition for such payment approved by the Seller. Each such Requisition shall be signed by the Authorized County Representative and approved by the Seller. If any such Requisition requires reimbursement for such item to the County where title is not in the Seller, such requisition shall so state and shall include any bill of sale necessary to convey title in and to such item to the Seller. In making any such disbursement from the Project Fund, the Project Fund Depository may rely on any such Requisition delivered to it pursuant to this Section and the Project Fund Depository shall be relieved of all liability with respect to making such disbursements in accordance with such requisitions without inspection of the Project or any other investigation.

(d) Acquisition of Project. The County shall use its best efforts to cause the acquisition of the Project to be completed without undue delay, unforeseeable delays beyond the reasonable control of the County only excepted.

(e) Right of Inspection. The Seller and its representatives and agents shall have the right to inspect the Project from time to time, following its acquisition, and the County will cooperate with the Seller and its representatives and agents during such inspections. No right of inspection or approval contained herein shall be deemed to impose upon the Seller any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by the Seller shall be deemed to impose upon the Seller any duty or obligation whatsoever to identify or correct any defects in the improvements or to notify any person with respect thereto, and no liability shall be imposed upon the Seller, and no warranties (either express or implied) are made by the Seller as to the quality or fitness of any improvement, any such inspection and approval being made solely for the benefit of the Seller.

(f) Conditions to Disbursement. Without limitation of the other conditions described herein, the Seller shall not be obligated to authorize any requisition of amounts from the Project Fund until the Seller has been provided with and approved (1) a bill of sale or other document required by the Seller transferring to the Seller title to the Project or portion thereof, (2) evidence satisfactory to the Seller that all Uniform Commercial Code financing statements necessary to evidence the [Seller's/Buyer's] title to the Project subject to this Installment Sale Agreement have been duly filed in all appropriate offices, (3) a purchase and sale agreement or invoice for the acquisition of the Project, duly assigned to the Seller, with the consent of the seller or vendor, (4) evidence that the insurance required by Section 5.2 hereof has been obtained, (5) adequate assurances that there have been deposited in the Project Fund sufficient monies to finance the costs of acquiring the Project, and (6) any other documents that the Seller may reasonably request, each in form and substance satisfactory to the Seller and its counsel. No disbursement of amounts from

the Project Fund alone shall serve to alter these conditions.

(g) Completion of Acquisition. The County shall use its best efforts to cause the acquisition of the Project to be completed without undue delay, unforeseeable delays beyond the reasonable control of the County excepted. Upon completion of the acquisition of the Project, the County shall deliver to the Seller a certificate of the County stating the fact and date of such completion (the “Completion Date”) and stating that all of the costs of said acquisition have been determined and paid.

Section 5.3. Term of Installment Sale Agreement.

The initial term of this Installment Sale Agreement shall commence as of the Closing Date, and shall expire at midnight on June 30, 2022 (the “Initial Term”). The term of this Installment Sale Agreement shall automatically renew for additional and consecutive one-year terms ending on June 30 of each successive year and a final renewal term commencing July 1, 2027, and ending February 1, 2028 (herein referred to individually as the “Renewal Term” and collectively as the “Renewal Terms”), subject to prior termination as set forth below. The terms and conditions of this Installment Sale Agreement during any Renewal Term shall be the same as the terms and conditions during the Initial Term, except that the Installment Payments may be different. References herein to the “Term” of this Installment Sale Agreement shall mean the Initial Term and the Renewal Terms.

The Term of this Installment Sale Agreement will terminate upon the earliest of any one of the following events:

(i) Purchase Option. Upon the exercise by the County of its option to prepay the Purchase Price of the entire Project as provided in Section 4.5 and to terminate this Installment Sale Agreement pursuant to Section 4.7, and the payment of the Purchase Price and any other amounts owing hereunder.

(ii) Payment in Full. Payment in full of the Installment Payments on February 1, 2028.

(iii) By County’s Election to Terminate this Installment Sale Agreement Upon Non-appropriation. The occurrence of an Event of Non-appropriation.

The parties intend that this Section 4.3 operate in conformity with, and not in contravention of the Act. In the event that any provision of this Section 4.3 is determined to conflict with the Act, this Section 4.3 shall be interpreted and implemented in a manner consistent with said statute.

Section 5.4. Installment Payments.

(a) Obligation to Pay. Certain payments due hereunder shall be made as follows:

(i) Basic Payments. Basic Payments specified in **Exhibit A, Schedule 2** hereto shall be paid by the County to the Seller on each date specified therein during the term of this Installment Sale Agreement.

(ii) Supplemental Payments. Supplemental Payments shall be calculated and paid to the Seller in accordance with **Exhibit A, Schedule 1**. Supplemental Payments specified in **Exhibit A, Schedule 2** hereto shall be paid by the County to the Seller on each date specified therein during the term of this Installment Sale Agreement.

(iii) Notwithstanding **Exhibit A, Schedule 2**, the last Installment Payment shall be in the amount needed to pay all Basic Payments and Supplemental Payments due hereunder.

(b) Unconditional Obligation. The obligations of the County to make the payments required in Section 4.4(a) hereof or otherwise due hereunder and to perform and observe the other agreements on its part contained herein shall not be affected by any abatements, reductions, set-offs, diminutions, defenses, counterclaims and recoupments for or on account of any claims which the County may have, any insolvency, bankruptcy, reorganization or similar proceedings by or against the County, or any other circumstance, happening or event similar to any of the foregoing; nor except as otherwise expressly provided herein, shall this Installment Sale Agreement terminate. Until expiration or termination of the Term, the County (i) will not suspend or discontinue any payments provided for in Section 4.4(a) hereof, (ii) will perform and observe all of its other agreements contained in this Installment Sale Agreement, and (iii) will not terminate the Term for any cause, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, any defects in any component of the Project, any obsolescence of any component of the Project for any reason whatsoever, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either or any failure of the Seller to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Installment Sale Agreement. Nothing contained in this Section shall be construed to release the Seller from the performance of any of the agreements on its part herein contained; and if the Seller should fail to perform any such agreement, the County may institute such action against the Seller as the County may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not impair or affect the agreements on the part of the County contained in the preceding sentence and to make the payments specified in Section 4.4(a) hereof or otherwise due hereunder. The County may, however, at its own cost and expense and in its own name or in the name of the Seller, prosecute or defend any action or proceeding or take any other action involving third persons which the County deems reasonably necessary in order to ensure the acquisition of the Project or to secure or protect its right of possession, occupancy and use hereunder, and in such event the Seller hereby agrees to cooperate fully with the County and to take all lawful action which is required to effect the substitution of County for the Seller in any such action or proceeding if the County shall so request.

(c) [Reserved].

(d) Current Obligation Only. The provisions of this Section 4.4(d) apply notwithstanding any provisions to the contrary in this Installment Sale Agreement. The Installment Payments and all other payments due hereunder constitute expenses of the County,

and the County's obligations hereunder are from year to year only and do not constitute a mandatory payment obligation of the County in any ensuing Installment Sale Year beyond the Installment Sale Year for which this Installment Sale Agreement has last been renewed, and are not in contravention of the Act. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of the County or the State within the meaning of any constitutional or statutory debt limitation. Neither the execution, delivery, and performance of this Installment Sale Agreement nor the transfer thereof directly or indirectly obligates the County to make any payments hereunder beyond those coming due in the Installment Sale Year for which this Installment Sale Agreement has last been renewed. No judgment may be entered against the County or the State of Georgia for failure to pay any amounts due hereunder, except to the extent that the County has theretofore incurred liability to pay any such amounts prior to the end of the Term of this Installment Sale Agreement under Section 4.3 or as otherwise provided in Sections 8.3 and 8.5.

Section 5.5. Accelerated Purchase Option; Prepayment.

[(a) Upon ten (10) days' prior written notice from the County to the Seller, which notice shall be irrevocable, and provided that there is then existing no Event of Default or event which with notice or lapse of time, or both, could become an Event of Default, nor an Event of Non-appropriation, the County shall have the right to prepay the Purchase Price of the Project in whole by paying to the Seller the then applicable Purchase Price and the "Prepayment Fee" set forth below as of the date of purchase. Upon satisfaction by the County of such purchase condition, and payment of any other amounts owing hereunder and any other County Document, the obligations of the County hereunder shall cease, terminate and be void.

(b) If the date of prepayment of the Purchase Price occurs after the date hereof and prior to _____, 20____, the Prepayment Fee shall be an amount equal to ____% of the unpaid Basic Payments constituting part of the Purchase Price being paid. If the date of prepayment of the Purchase Price occurs after _____, 20____ and prior to _____, 20____, the Prepayment Fee shall be the amount equal to ____% of the unpaid Basic Payments constituting part of the Purchase Price being paid. If the date of prepayment of the Purchase Price occurs after _____, 20____ and prior to _____, 20____, the Prepayment Fee shall be the amount equal to ____% of the unpaid Basic Payments constituting part of the Purchase Price being paid. If the date of prepayment of the Purchase Price occurs after _____, 20____, there shall be no Prepayment Fee payable. The County agrees that any Prepayment Fee is payable as liquidated damages for the loss of bargain, and its payment shall not in any way reduce, affect or impair any other obligation of the County under this Installment Sale Agreement.]

Section 5.6. Covenant as to Appropriation.

In the event this Installment Sale Agreement is not otherwise terminated, the County covenants and agrees that it will cause the appropriate officers of the County (i) to request that the governing body of the County appropriate at least fifteen (15) days prior to the end of the current Fiscal Year, or determine not to appropriate, no later than fifteen (15) days prior to the end of the current Fiscal Year, the Minimum Annual Appropriated Amount for the succeeding Fiscal Year,

and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to make all payments due hereunder, including all such actions for such purpose as may be required under the Act. The County will provide a Certificate of Appropriation in the form of **Exhibit C** attached hereto, or a notice that no such appropriation has been made, to the Seller by the fifteenth (15th) day prior the commencement of the Fiscal Year. The County further covenants to notify the Seller in writing immediately after such fifteenth (15th) day and promptly after the adoption of any preliminary or final budget if the County has not, or there is any reason to believe that the County will not, appropriate and have available the Minimum Annual Appropriated Amount. To the extent permitted by law, the County hereby agrees that if it intends to terminate this Installment Sale Agreement, its governing body shall adopt a resolution specifically making a determination to terminate this Installment Sale Agreement; provided, however, failure to adopt such resolution shall not be deemed to mean that this Installment Sale Agreement has not been terminated if an Event of Non-appropriation otherwise has occurred.

Section 5.7. Termination of Installment Sale Agreement on Prepayment.

Upon the exercise by County of the prepayment option pursuant to Section 4.5 hereof with respect to the Project, the satisfaction of all conditions set forth in Section 4.5 and the payment of all other amounts due hereunder, the County shall be deemed to have terminated this Installment Sale Agreement, and the Seller shall convey the Project to the County by bill of sale.

Section 5.8. Tax Treatment of Installment Payments.

(a) This Installment Sale Agreement is entered into on the basis that the interest portion of the Installment Payments is not includable in the gross income of the Seller for federal income tax purposes.

(b) [Reserved].

ARTICLE VI

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 6.1. Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance and Operation. During the term of this Installment Sale Agreement, the County shall, at its own expense, maintain, manage and keep the Project in good order, condition and repair, ordinary wear and tear excepted. The Seller shall not be responsible for providing service or maintenance of any kind to the Project. It is understood and agreed that in consideration of the payment by the County of the Installment Payments herein provided for, the Seller is only obligated to provide for the financing of the Project in the manner and to the extent herein provided, and the Seller shall have no obligation to incur any expense of any kind or character in connection with the maintenance, management, operation, control, care, repair or ownership of the Project during the term of this Installment Sale Agreement.

(b) Alterations. After completion of the Project as contemplated hereunder, the County will not make any material alterations, additions or improvements to the Project without the Seller's prior written consent; provided, however, that if such alterations, additions or improvements shall not diminish the value or utility of the Project, or impair the condition thereof, below the value, utility or condition thereof immediately prior to such alteration, addition or improvement (assuming the Project was then of the value or utility and in the condition required to be maintained by the terms of this Installment Sale Agreement), such written consent shall not be unreasonably denied. All property incorporated or installed in or attached to or added to the Project, as the result of such alteration, addition or improvement shall, without further act, become part of the Project for all purposes hereunder. "Material alteration, addition or improvement" shall mean any such alteration, addition or improvement costing more than \$10,000.

(c) Liens and Taxes. The County shall keep the Project free and clear of all levies, and liens, except for those created under this Installment Sale Agreement. The County shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the leasing, rental, sale, purchase, possession, ownership or use of the Project, whether imposed upon or payable by the Seller or the County. If the County fails to pay said charges and taxes when due, the Seller shall have the right, but shall not be obligated, to pay said charges and taxes. If the Seller pays any charge or tax for which the County is responsible or liable under this Installment Sale Agreement, the County shall reimburse the Seller therefor plus interest on any unreimbursed amounts from the date of payment by the Seller until the date of reimbursement.

Section 6.2. Insurance.

The County will, at its expense, maintain at all times during the Term, (i) collision and comprehensive coverage with respect to the Project in an amount equal to the full insurable value of the Project, and (ii) automobile liability insurance in the amount of \$1,000,000 per occurrence. All such insurance policies shall have deductible amounts of not more than \$100,000 and shall be issued by such insurers as the County shall deem appropriate and satisfactory to the Seller. If in furtherance of its obligation under the preceding sentence the County procures an insurance policy, or causes the Project to be covered under an existing policy, each such insurance policy or pool will name the County, or its successors or assigns, as an insured and the Seller, or its successors or assigns, as an additional insured and loss payee, and will contain a clause requiring the insurer to give the County and the Seller at least thirty (30) days' prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such insurance policies will be payable to the County, the Seller, or their respective assigns, as their interests may appear.

In the event of any loss, theft, destruction, damage, vandalism, injury or accident involving the Project prior to the payment of all the Installment Payments, the County will (i) promptly provide the Seller with written notice thereof and make available to the Seller all information and documentation relating thereto; and (ii) promptly use the net insurance proceeds or any award or payment received in connection with such casualty or taking, together with other funds (including the County's own funds as described in this Section) (A) to repair or restore the Project to its condition prior to such casualty or (B) to exercise its purchase option with respect to the Project under Section 4.5 hereof. In the event of any loss, damage, theft, vandalism, or destruction of the Project or any portion thereof prior to the payment of all the Installment Payments specified in this Installment Sale Agreement for the Project, and the proceeds of any insurance maintained

hereunder or award or payment for such taking are insufficient to repair or replace the Project or portion thereof so damaged, the County shall (i) exercise its purchase option under Section 4.5 hereof or (ii) fully repair the Project or portion thereof to its condition prior to such loss, theft, damage, vandalism or destruction or replace it using its own funds. The Seller shall not be responsible for the sufficiency of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise, or settlement of any loss agreed to by the Seller.

ARTICLE VII

DISCLAIMER OF WARRANTIES; CERTAIN PAYMENT OBLIGATIONS

Section 7.1. Disclaimer of Warranties.

THE SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE COUNTY OF THE PROJECT. In no event shall the Seller be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Installment Sale Agreement for the existence, furnishing, or functioning of the County's use and possession of the Project.

Section 7.2. County's Right to Enforce Warranties.

The Seller hereby irrevocably appoints the County its agent and attorney-in-fact during the Term of this Installment Sale Agreement, so long as the County shall not be in default hereunder and so long as there is no Event of Non-appropriation hereunder, to assert from time to time whatever claims and rights, including without limitation, warranty claims, claims for indemnification and claims for breach of any representations respecting the Project which the Seller may have against any seller or vendor. The County's sole remedy for the breach of any such warranty, indemnification or representation shall be against the third party seller or vendor with respect thereto, and not against the Seller, nor shall such matter have any effect whatsoever on the rights and obligations of the Seller with respect to this Installment Sale Agreement, including the right to receive full and timely Installment Payments and all other payments due hereunder. The County shall be entitled to retain any and all amounts recovered as a result of the assertion of any such claims and rights, provided, that the County shall apply such amounts as may be required to the repair of defects or omissions in the Project that occasioned such claims. The Seller shall, upon the County's request and at the County's expense, do all things and take all such actions as the County may request in connection with the assertion of any such claims and rights.

Section 7.3. Certain Payment Obligations.

To the extent permitted by law, the County shall and hereby agrees to pay to the Seller and any successors, assigns, directors, officers, agents or subrogees the amounts of any and all claims, losses, damages, actions, proceedings, expenses, or liabilities, including reasonable legal fees and expenses and court costs, arising out of or in connection with their services in assisting with the

sale or financing of the Project, but not due to the gross negligence or wrongful acts of such parties or breach of their obligations hereunder. Such payment obligation hereunder includes, but is not limited to, claims, losses, damages, actions, proceedings, expenses, or liabilities arising during the Term hereof out of (i) the use, maintenance, condition or management of the Project by the County, (ii) any breach or default on the part of the County in the performance of any of its obligations under this Installment Sale Agreement or any other County Document, (iii) any act or negligence of the County or of any of its agents, contractors, servants, employees or licensees with respect to the Project, (iv) any act or negligence of any assignee or sublessee of the County with respect to the Project, (v) the acquisition of the Project or the authorization of payment of the costs thereof by the County, (vi) the breach by the County of any representation or warranty of the County contained in this Installment Sale Agreement or made by the County in connection herewith, or (vii) enforcing any covenants of the County in this Installment Sale Agreement.

In case any action is brought against any party that may be entitled to payment in connection with any matter contemplated under this Section 6.3, and it notifies the County of the commencement thereof, the County will be entitled to participate in, and, to the extent that it chooses to do so, to assume the defense thereof (including the employment of counsel), and the County shall assume the payment of all fees and expenses relating to such defense and shall have the right to negotiate and consent to settlement thereof. Notwithstanding the foregoing, if the defendants in any such action include such an indemnified party and the County, or include more than one indemnified party, and there are legal defenses available to such an indemnified party that are different from or additional to those available to the County or another defendant indemnified party, and which are likely to cause a conflict of interest between the County and such indemnified party, or between other defendant indemnified parties, such indemnified party shall have the right to employ separate counsel in such action (and the County shall not be entitled to assume the defense thereof on behalf of such indemnified party), and in such event the reasonable fees and expenses of such counsel shall be borne by the County. Nothing contained in this Section 6.3 shall preclude any indemnified party, at its own expense, if indemnity is available, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from the County hereunder.

The provisions of this Section 6.3 shall survive termination of this Installment Sale Agreement for any reason to the extent that the obligation arose during the Term hereof.

ARTICLE VIII

SUCCESSORS, ASSIGNMENT, PLEDGING, SALE AND AMENDMENT

Section 8.1. Assignment by the Seller.

The Seller will not sell the Project and will not assign this Installment Sale Agreement, or its right to receive Installment Payments from the County, without an opinion of Bond Counsel to the effect that the proposed sale or assignment will not adversely affect the exclusion from gross income for federal income tax purposes of the Supplemental Payments. In addition, no assignment or reassignment of the right to receive payments under this Installment Sale Agreement shall be effective unless and until the County shall have received a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of

each such assignee. During the term hereof, the County shall keep, or cause to be kept, a complete and accurate record of all such assignments and reassignments received in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder.

Section 8.2. Assignment and Sublease by the County.

Except with the consent of the Seller, this Installment Sale Agreement may not be assigned by the County, and the County may not sell or lease the Project or enter into any rental agreement with respect thereto unless the County shall deliver an opinion of Bond Counsel to the effect that such sale or lease will not adversely affect the exclusion from gross income for federal income tax purposes of the Supplemental Payments. The County may not sell, lease or sublease the Project or enter into any rental agreement with respect thereto unless the County shall deliver an opinion of Bond Counsel to the effect that such sale, lease or sublease will not adversely affect the exclusion from gross income for federal income tax purposes of the Supplemental Payments.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined.

The following shall be “Events of Default” under this Installment Sale Agreement and the terms “Events of Default” and “Default” shall mean, whenever they are used in this Installment Sale Agreement, any one or more of the following events:

- (i) Failure by the County to make any payment required to be paid hereunder and to be received by the Seller on or before the date required for such payment.
- (ii) Failure by the County to observe and perform any of its obligations under Sections 4.6, 5.1 or 5.2 hereof.
- (iii) An Event of Non-appropriation
- (iv) Failure by the County to observe and perform any other covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto, other than as referred to in clause (i) or (ii) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Seller.
- (v) Failure by the County generally to pay its material, just and/or uncontested debts as the same become due, or the subjection of any right or interest of the County under this Installment Sale Agreement to any execution, garnishment or attachment, or assignment by the County for the benefit of creditors, or the entry by the County into an agreement of composition with creditors, or the filing of a petition applicable to the County in any insolvency, or bankruptcy proceedings.

Section 9.2. Remedies on Default and Non-appropriation.

Whenever any Event of Default referred to in Section 8.1 hereof shall have occurred and is continuing, or an Event of Non-appropriation shall have occurred, the Seller may take any one or more of the following remedial steps:

(a) The Seller may declare all unpaid installments of amounts payable under Section 4.4(a) hereof through the last Installment Sale Year for which this Installment Sale Agreement has been renewed to be immediately due and payable, whereupon the same shall become immediately due and payable. If payments are accelerated pursuant to this Section 8.2(a), subject to the provisions of Section 4.4(d) hereof, the amount then due and payable by the County shall be the sum of (1) the aggregate unpaid Basic Payments due in the last Installment Sale Year for which this Installment Sale Agreement has been renewed, (2) the aggregate unpaid Supplemental Payments due in the last Installment Sale Year for which this Installment Sale Agreement has been renewed, and (3) any other amounts which may be owing to the Seller pursuant to this Installment Sale Agreement or any other County Documents for the last Installment Sale Year for which this Installment Sale Agreement has been renewed;

(b) With or without terminating this Installment Sale Agreement, retake possession of the Project wherever situated, without any court order or other process of law and without liability for entering the premises, and lease, sublease, or make other disposition of the Project for use over a term in a commercially reasonable manner, all for the account of the County, holding the County liable for the difference, if any, between (i) the Installment Payments and other amounts payable by the County hereunder to the end of the then current Installment Sale Year and (ii) the rent or other amounts paid by a lessee or sublessee of the Project pursuant to such lease or sublease; provided that the County shall remain directly liable for the amount actually appropriated for the purchase of the Project and unpaid by the County during the then current Installment Sale Year;

(c) The Seller may require the County to furnish copies of all books and records of the County pertaining to the Project; and

(d) The Seller may take whatever action at law or in equity which may appear necessary or desirable to collect the amounts due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Installment Sale Agreement.

Section 9.3. Non-appropriation.

Upon an Event of Non-appropriation, the County shall not be obligated to make the Installment Payments and other payments provided for herein beyond the last day of the last Installment Sale Year for which this Installment Sale Agreement has been renewed. The County shall, however, be obligated to pay a final Supplemental Payment representing accrued interest through the last day of the last Installment Sale Year for which this Installment Sale Agreement has been renewed.

Section 9.4. No Remedy Exclusive.

No remedy conferred herein upon or reserved to the Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Installment Sale Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Seller to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 9.5. Agreement to Pay Attorneys' Fees and Expenses.

In the event either party should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

Section 9.6. No Additional Waiver Implied by One Waiver.

In the event any agreement contained in this Installment Sale Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.7. Delivery of Project to the Seller.

Subject to the limitations of the Act, in the event of termination of this Installment Sale Agreement pursuant to this Section 8, the County shall, if requested by the Seller: (i) deliver, at the County's expense, all of the Project to an address within the continental United States as designated by the Seller; (ii) certify that the Project is not encumbered in any way whatsoever (other than encumbrances created by the Seller and by this Installment Sale Agreement); (iii) furnish, at the County's expense, a certification by the manufacturer's authorized service representative of each item of the Project that each item of the Project is in good working condition and is acceptable to be placed under a maintenance contract, if and to the extent that the Seller reasonably determines that same is readily available; and (iv) furnish a bill of sale (with warranties as to title), UCC records search, and such other documentation as is reasonably requested by the Seller to establish transfer to the Seller of good and marketable title to the Project, free and clear of any liens or claims by third parties, such documentation to be satisfactory to the Seller.

ARTICLE X

MISCELLANEOUS

Section 10.1. Notices.

All notices, certificates or other communications required hereunder shall be in writing and shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in certified form, postage prepaid, at the following addresses:

If to the County: Hall County, Georgia
 P.O. Drawer 1435
 Gainesville, GA 30503
 Attention: County Administrator

If to the Seller: _____

 Attention: _____

Notwithstanding the foregoing, any notice by the County of an Event of Non-appropriation shall be sent registered mail, return receipt requested. Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 10.2. Binding Effect.

This Installment Sale Agreement shall inure to the benefit of and shall be binding upon the Seller and the County and their respective successors and the assigns of Seller.

Section 10.3. Severability.

In the event any provision of this Installment Sale Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.4. [Reserved].

Section 10.5. Further Assurances and Corrective Instruments.

The Seller and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto or to the Security Agreement (if applicable) and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby agreed to be sold or intended so to be or for carrying out the expressed intention of this Installment Sale Agreement.

Section 10.6. Execution in Counterparts.

This Installment Sale Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 10.7. Applicable Law.

This Installment Sale Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.8. Survival.

The provisions of this Installment Sale Agreement shall survive the Closing Date and the transfer and sale of the Project.

Section 10.9. Purchase and Sale Contracts.

The County hereby conditionally assigns to the Seller its rights under the purchase and sale contracts relating to the Project. Upon an Event of Default or any Event of Non-appropriation (but only upon such events), the Seller shall be entitled to exercise the County's rights under any purchase and sale contracts relating to the Project.

Section 10.10. Role of Seller.

The Seller and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Installment Sale Agreement and any other information, materials or communications provided by the Seller: (a) the Seller and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Seller and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Installment Sale Agreement, information, materials or communications; (c) the Seller and its representatives are acting for their own interests; and (d) the County has been informed that the County should discuss this Installment Sale Agreement and any other information, materials or communications with any and all internal and external advisors and experts that the County, respectively, deem appropriate before acting on this Installment Sale Agreement or any such other information, materials or communications.

Section 10.11. Privately Negotiated Financing.

The County acknowledges and agrees that the Seller is entering into this Installment Sale Agreement in evidence of a privately negotiated financing and in that connection this Installment

Sale Agreement shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

Section 10.12. Waiver of Jury Trial.

To the extent permitted by applicable law, each of the County and the Seller irrevocably and voluntarily waives any right it may have to a trial by jury respect to any controversy or claim between the County and the Seller, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Installment Sale Agreement or any of the other County Documents. This provision is a material inducement for the Seller's determination to provide the financing and for the parties to enter into this Installment Sale Agreement.

Section 10.13. US Patriot Act.

The County represents and warrants to the Seller that neither it nor any of its principals, officers or affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The County further represents and warrants to the Seller that the County and its principals, officers, or affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

Section 10.14. EMMA Posting.

The County shall not file or submit, or permit the filing or submission, of all or any portion of this Installment Sale Agreement or any other County Document with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system (or any successor continuing disclosure vehicle) unless such document or portion thereof, as applicable, to be so filed or submitted (i) has been submitted to the Seller in advance of such filing or submission and (ii) shall have been redacted to the extent required by the Seller, subject to the limitations on redaction set forth in the rules of the Securities and Exchange Commission.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the County and the Seller have caused this Installment Sale Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed, all as of the date first above written.

HALL COUNTY, GEORGIA

DRAFT

By: _____
Chairman, Board of Commissioners

Attest: _____
Clerk, Board of Commissioners

[SEAL]

By: _____

Title: _____

DRAFT [SEAL]

EXHIBIT A

SCHEDULE 1

BASIC TERMS

INSTALLMENT SALE AMOUNT: \$[5,800,229]

INTEREST RATE: _____% per annum based upon a 360-day year comprised of twelve thirty-day months

In the event that a Default or an Event of Default shall occur, the interest shall accrue on the outstanding principal balance and any other amounts owed hereunder at the “Default Rate” from the date of the Default. The Default Rate is the rate stated above plus _____% per annum.

The County shall pay all accrued interest representing the Supplemental Payments on each February 1 and August 1, commencing August 1, 2022; provided, however, if such date is not a banking business day, the payment shall be made on the next banking business day, interest shall continue to accrue on the remaining principal balance of the Installment Sale Amount until such payment is received by the Seller, and such payment shall include such additional interest to (but not including) the date such payment is actually received by the Seller.

SCHEDULE 2

INSTALLMENT PAYMENT AMOUNTS

Payment Date	Basic Payment (Principal)	Supplemental Payment (Interest) ¹	Total Installment Payment ¹
August 1, 2022			
February 1, 2023			
August 1, 2023			
February 1, 2024			
August 1, 2024			
February 1, 2025			
August 1, 2025			
February 1, 2026			
August 1, 2026			
February 1, 2027			
August 1, 2027			
February 1, 2028			
Total	\$[5,800,229.00]		

¹ This payment schedule is based on payments being made on the shown Payment Dates and based upon an interest rate of _____% per annum. Actual amounts may vary if payments are made on different dates or in different amounts.

EXHIBIT B

DESCRIPTION OF PROJECT

DRAFT

EXHIBIT C

CERTIFICATION OF APPROPRIATION

RE: Installment Sale Agreement, dated as of October 27, 2021 (the “Installment Sale Agreement”) between Hall County, Georgia, and _____

The undersigned officer of Hall County, Georgia (the “County”) hereby certifies that the Minimum Annual Appropriated Amount for the current fiscal year, that is aggregate Installment Payments of \$ _____ (as such term is defined in the referenced Installment Sale Agreement), are within such County’s operating budget or budgets for the fiscal year ending _____, and an appropriation of funds for such fiscal year has been made and is available therefor.

Dated: _____, _____

HALL COUNTY, GEORGIA

By: _____
Authorized Representative

EXHIBIT D

FORM OF REQUISITION

In accordance with the terms of the Installment Sale Agreement, dated as of October 27, 2021 (the "Installment Sale Agreement"), between Hall County, Georgia (the "County") and _____, the undersigned hereby requests that _____ approve the payment of the obligations set forth below:

Payee's Name
and Address

Invoice Number

Dollar Amount

Purpose

The undersigned hereby certifies as follows:

- (i) Insofar as such obligation was incurred for acquisition of the Project or a portion thereof, such Project or portion thereof was actually acquired.
- (ii) An obligation in the stated amount has been incurred by the County, and the same is a proper charge against the County's Project Fund and has not been paid. The bill, invoice or statement of account for such obligation, or a copy thereof, is on file with the County.
- (iii) The undersigned has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts, security interest or other amounts which should be satisfied or discharged before such payment is made.
- (iv) This requisition contains no item representing payment on account, or any retained percentages which the County is, at the date hereof, entitled to retain.
- (v) The Project is insured in accordance with the Installment Sale Agreement.
- (vi) No Default or Event of Default has occurred and is continuing at the date hereof.

Dated: _____

HALL COUNTY, GEORGIA

By: _____

Name

Authorized Representative



AGENDA ITEM

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

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 512/2021

SUBJECT: Application of Hung Lam to rezone from Agricultural Residential-III (AR-III) to Highway Business (H-B) on a 3.86± acre tract located on the west side of Falcon Parkway approximately 155 feet from its intersection with Chris Avenue; a.k.a. 3818 Falcon Parkway; Zoned AR-III; Tax Parcel 08050 001005. Proposed Use: outdoor storage — boat and RV storage. Commission District 2. NOTE: Tabled at the September 9, 2021 Voting Meeting until the October 14, 2021 Voting Meeting.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: SM

Recommendation:

Approval, with conditions Conditions: 1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval. 2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District. No variances are granted as part of this application. 3. Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies. 4. All conditions of zoning shall be made part of any plat created for the property. 5. All building materials and colors shall be approved by the Planning Director prior to the issuance of any building permits. 6. Any existing structures to remain on the property shall be brought up to meet the Gateway Corridors Overlay District (GCOD) Standards. 7. The development shall have decorative metal fencing with masonry columns along Falcon Parkway. There shall be a 6 foot tall opaque fence (black vinyl chain-link or PVC material) along all other property lines. 8. There shall be a 10 foot landscape buffer along the northeastern property line, adjacent to the parcels which front on Chris Avenue.

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:

Submit	Approve	Budget	Finance
LR	SM	NB	NB
Attorney	Administration	Clerk	
VS	ZP	LR	

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Updated Site Plan
Site Plan
Maps
Survey
Supporting Documents
Environmental Health Comments
GDOT Comment
Public Works Comment



Hall County Government

PLANNING & DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

SARAH MCQUADE, AICP
Director

To: Richard Higgins, Chairman
Kathy Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

From: Sarah McQuade, Director

Date: August 10, 2021

Subject: Application of Hung Lam to rezone from Agricultural Residential-III (AR-II) to Highway Business (H-B)

The request before you is the application of J Hung Lam to rezone from Agricultural Residential-III (AR-II) to Highway Business (H-B) for the proposed use of outdoor storage – boat and RV storage. This item is located within Commission District 2.

At their July 19, 2021 meeting, the Hall County Planning Commission recommended approval of this item with 8 conditions:

1. *The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.*
2. *Development shall conform to the standards set forth by the Gateway Corridors Overlay District. No variances are granted as part of this application.*
3. *Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.*
4. *All conditions of zoning shall be made part of any plat created for the property.*
5. *All building materials and colors shall be approved by the Planning Director prior to the issuance of any building permits.*
6. *Any existing structures to remain on the property shall be brought up to meet the Gateway Corridors Overlay District (GCOD) Standards.*
7. *The development shall have decorative metal fencing with masonry columns along Falcon Parkway. There shall be a 6 foot tall opaque fence (black vinyl chain-link or PVC material) along all other property lines.*

8. *There shall be a 10 foot landscape buffer along the northeastern property line, adjacent to the parcels which front on Chris Avenue.*

There was no public comment submitted in advance of the Planning Commission meeting and no public comment provided during the public hearing.

There have been no changes to the request since the Planning Commission took action.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Hung Lam

Request Rezone from Agricultural Residential-III (AR-III) to Highway-Business (H-B)

Proposed Use Outdoor storage -boat and RV storage

Size 3.86± acres

Zoning AR-III

Location On the west side of Falcon Parkway
approximately 155 feet from its intersection
with Chris Avenue; a.k.a. 3818 Falcon
Parkway; Tax Parcel 08050 001005.

Commission District Two

County Commission Date August 26, 2021

Staff Recommendation **Approval, with conditions**

Planning Commission Recommendation – Approval, with conditions
Vote: 5-0 vote

Conditions

√	1. <i>The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.</i>
√	2. <i>Development shall conform to the standards set forth by the Gateway Corridors Overlay District. No variances are granted as part of this application.</i>
√	3. <i>Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.</i>
√	4. <i>All conditions of zoning shall be made part of any plat created for the property.</i>
√	5. <i>All building materials and colors shall be approved by the Planning Director prior to the issuance of any building permits.</i>
√	6. <i>Any existing structures to remain on the property shall be brought up to meet the Gateway Corridors Overlay District (GCOD) Standards.</i>
√	7. <i>The development shall have decorative metal fencing with masonry columns along Falcon Parkway. There shall be a 6 foot tall opaque fence (black vinyl chain-link or PVC material) along all other property lines.</i>
√	8. <i>There shall be a 10 foot landscape buffer along the northeastern property line, adjacent to the parcels which front on Chris Avenue.</i>

√ **Applicant agrees with conditions.**

Applicant Proposal

The applicant is seeking to rezone his 3.86± acre parcel from Agricultural-Residential-III (AR-III) to Highway Business (H-B) for development as outdoor boat and RV storage business. The narrative submitted with the application states the intent of the applicant to demolish four of the existing homes, which are the oldest, and renovate two of the newer existing homes for a gatehouse and an office. The submitted site plan depicts 124 spaces for storage, as well as a fence around the perimeter and storm-water management area.

History and Existing Land Uses

The subject property is zoned Agricultural-Residential-III (AR-III) currently has 6 residences and an accessory building. The subject property is bounded by the municipal boundaries of the City of Oakwood on three sides. The unincorporated areas are currently zoned Suburban Shopping (S-S) and AR-III. The current zoning appears to be original to the property.

Comprehensive Plan Land Use Designation

The future land-use map shows the subject property as “Residential” and within one half mile of an Employment Corridor. The residential land-use category should be characterized by moderate-density residential development and neighborhoods. The appropriate land uses in the Residential category residential subdivision design that sets aside a high percentage of open space, greenways and trails, and civic benefit uses such as community centers, libraries, places of worship, and schools.

The primary land uses within the Employment Corridor are for industrial uses, business parks, and technology-based operations. For corridors with interstate or rail access that support industrial or more intensive commercial uses, the intent is to provide additional larger-scale employment generators.

This request is not consistent with the Future Land Use Designation found in the Comprehensive Plan. Despite this, commercial zoning category requested matches the uses and intensity of the S-S zoning on adjacent properties and within close proximity.

Development Support and Constraints

Hall County Environmental Health

In an email dated July 7th 2021, Emily McGahee, Environmental Health Manager provided the following comment: *“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 Services

The property is located approximately 1.5 miles from Hall County Fire Station #5, located at 4187 Falcon Parkway. The nearest fire hydrant is located in the right-of-way at the intersection of Chris Ave. and Falcon Parkway.

Hall County Public Works and Utilities

A memo dated July 8, 2021 from Srikanth Yamala, Director of Hall County Public Works and Utilities, provided the following comments:

Engineering

Stormwater shall meet Hall County standards.

Traffic Engineering

Access must be approved and permitted through Georgia Department of Transportation (GDOT).

Utilities

No comment.

Hall County Tax Assessors

No comments were provided.

Gainesville Water Resources

According to the Hall County GIS map, public water is available to the property along Falcon Parkway from the City of Gainesville's Department of Water Resources.

Georgia Department of Transportation

No comments were provided.

Zoning Analysis

- The proposed use is not residential in nature, however the close proximity to the "Employment Corridor" land use designation should be considered and the proximity to other non-residential uses established on adjacent properties.
 - The proposed use **is not consistent** with the Hall County Comprehensive Plan but is in keeping with the existing development pattern in the area.
- The subject property falls within the Gateway Corridor Overlay District (GCOD) and is subject to design standard for non-residential development including: architectural, buffering, landscaping and signage requirements.
- The GCOD provides guidelines for non-residential property development. The guidelines apply to both permitted uses and development standards. Within the GCOD, the following uses are prohibited: adult entertainment, junk yards, and billboard signs. Uses subject to the approval of the Hall County Board of commissioners (BOC) include self-storage warehouses, vehicle sales lots (new or used), automobile repair and maintenance, commercial outdoor recreation, car washes and outdoor storage.
- Within the GCOD, the use of a common palette of building materials should be maintained for all four sides of principle buildings to create a consistent and traditional architectural identity. For large commercial/retail buildings, variations in building materials, texture, and depth should be employed to provide design variation. Building materials used for all four sides should consist of natural masonry materials.
 - The applicant has not provided examples of proposed building materials and no variances are part of this request.
- Per 17.420.050.2.b. of the Official Code of Hall County, where a commercial zoning district abuts property zoned for residential or agricultural use, the minimum width shall be 25 feet. The adjacent

property to the west is zoned AR-III, therefore there shall be a 25-foot landscape buffer along this boundary.

- The site plan does not show this standard being met, however the overall boundary would not be subject to this requirement and conformance would likely defeat the overall purpose and intent of establishing a buffer.
- Per 17.420.050.E.3 of the Official Code of Hall County, all parking areas shall be paved with asphalt, or concrete.
 - The site plan shows asphalt paving throughout the development; this standard has been met.

Staff Recommendation

Staff recommends **approval** of the applicant's request with the following conditions:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.
2. Development shall conform to the standards set forth by the Gateway Corridors Overlay District. No variances are granted as part of this application.
3. Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.
4. All conditions of zoning shall be made part of any plat created for the property.

Excerpts from the minutes of the meeting of July 19, 2021

Applicant's Presentation:

Sarah McQuade, Planning Director, presented a summary of the request.

William Ferguson, 4441 J M Turk Road, Flowery Branch, presented the request. Mr. Ferguson stated that a few of the houses on the front of the property had been renovated and they were planning to turn one of the houses into the office for the proposed request. He stated that the houses on the rear of the property would be torn down to provide space for the outdoor storage. Mr. Ferguson stated that there would be a nice entrance constructed, a decorative fence around the property, and asphalt. Mr. Braswell asked to view the aerial photo for Mr. Ferguson to point out which houses would be kept and used for the office and gatehouse. Mr. Ferguson stated that an updated and final site plan would be submitted as soon as it was finished. Mr. Bell asked if the outdoor storage would be covered. Mr. Ferguson stated that they would be covered. Mr. Braswell stated that brick or stone columns, with iron fencing be used. Mr. Braswell asked if there would be exterior work done on the houses being turned into the office and gatehouse. Mr. Ferguson stated that there would be and it would meet all required standards. Mr. Braswell stated that he believed this would be a vast improvement from what is currently there. Mr. Bell asked if the site plan would be updated and submitted prior to their Board of Commission meeting. Mr. Ferguson stated that he did not know if it would be completed before that meeting. Mr. Braswell asked if Mr. Ferguson could at least clean up the current site plan prior to that meeting. Mr. Ferguson stated that he would do that and have Planning Staff review it prior to the Board of Commission meeting as well. Mr. Bell asked about the buffer between the proposed property and the residential lots. The Planning Commission discussed options between how big of a buffer and what type of fencing could be used on that property line. Mr. Bell stated that he would be agreeable with a 10 foot buffer and an opaque fence. The other Planning Commissioners agreed. Mr. Hunt asked if opaque fencing would be used around the entire property. Mr. Braswell stated that it would only be required on the eastern property line.

Public Forum:

No one spoke in favor or opposition of the request.

Motion: ***Mr. Hunt made a motion to recommend approval, with conditions for the request, with a second from Mr. Bell and the motion passed by a 5-0 vote.***

Conditions:

1. *The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.*
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8. *There shall be a 10 foot landscape buffer along the northeastern property line, adjacent to the parcels which front on Chris Avenue.*

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



ZONING APPLICATION

Applicant (Name & Mailing Address)

Hung Lam
2307A Browns Bridge Rd.
Gainesville, Ga. 30504
Phone (770) 540-9387
Email Address samylam63@yahoo.com
Proposed Use Boat + RV Storage

Property Owner (Name & Mailing Address)

Same

Phone _____
Email Address _____

Contact Person (Name & Mailing Address)

William Ferguson
800 Georgia Avenue Ste 4
Gainesville, Ga - 30501
Phone (678) 925-8375
Email Address william@sunrealtyga.com
Tax Parcel Number 08050 00900.5
Location Address 3818 Falcon Parkway

Status of Applicant

- ☒ Owner
☐ Option to Purchase
☐ Area Resident
☐ Other

Requested Action

Existing Zoning: AR-111
Rezone to: H3
Fee: \$ 450.00
Receipt #: 633561
Check #: 116516

Acreage 3.86
Flower Branch, GA. 30542

I hereby certify that the above information and all attached information are true and correct.

Sign [Signature] Date: 5/24/2021

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: 6-1-2021 Taken by: [Signature]
Tentative Planning Commission Date: 7-19-2021 Tentative County Commission Date: 8-26-2021
County Commission District: Two

PLANNING AND DEVELOPMENT DEPARTMENT
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CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Hung Lam
2301 A Browns Bridge Rd.
Gainesville, GA 30504
Phone (770) 540-9387
Email Address sonnylam63@yahoo.com
Proposed Use Boat + RV Storage

Property Owner (Name & Mailing Address)

Same

Phone _____
Email Address _____

Contact Person (Name & Mailing Address)

William Ferguson
800 Georgia Avenue Ste 4
Gainesville, GA 30501
Phone (678) 925-8375
Email Address william@sunrealtyga.com
Tax Parcel Number 08050 001005
Location Address 13818 Falcon Parkway Flowery Branch, GA 30542

Status of Applicant

- ☒ Owner
☐ Option to Purchase
☐ Area Resident
☐ Other

Requested Action

Permissive Use:
☐ HCPC ☒ HCC
Fee: \$ _____
Receipt #: _____
Check #: _____

I hereby certify that the above information and all attached information are true and correct.

Sign [Signature] Date: 5/24/2021

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: 6-1-2021 Taken by: [Signature]
Tentative Planning Commission Date: _____ Tentative County Commission Date: _____
County Commission District: _____

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not ☒ _____

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: *Thyghan*

Date: _____

Applicant's/Owner's Name (Printed): _____

PLANNING AND DEVELOPMENT DEPARTMENT
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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: [Signature]

Date: 5/24/2021

Applicant's/Owner's Name (Printed): WILLIAM FERGUSON

PLANNING AND DEVELOPMENT DEPARTMENT
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I hereby certify that I have read the above and that:

I have** _____

I have not ☒ _____

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: _____

Date: _____

Applicant's/Owner's Name (Printed): _____

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I hereby certify that I have read the above and that:

I have** _____ I have not ☒

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: 

Date: 5/24/2021

Applicant's/Owner's Name (Printed): William Ferguson

PLANNING AND DEVELOPMENT DEPARTMENT
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t: 770-531-6809 | f: 770-531-3902



PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days 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 100 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 hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 100 foot radius to the subject property.

The applicant is required to post the public notice sign and ensure that it remains in place during the entire zoning proceeding. **A photo of the sign placed at the location is required and must be submitted to the Planning Department.**

If it is determined at any time during the zoning proceeding that the sign has not been properly posted on the site, the Board must table or delay the request.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be posted in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, nor too far from the road, or placed in such manner as would cause it to blend into the landscape.

The sign must remain posted during the entire proceeding. Should you find the sign missing or damaged in any manner, contact the Planning Department. 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 JUNE 4, 2021
LATER THAN JULY 4, 2021

THE ORIGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT
LATER THAN JULY 4, 2021 ALONG WITH A MINIMUM OF ONE PHOTO
OF THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, Juan F. Fournier, hereby acknowledge that I have

Please Print Name

read and understand the sign posting requirements. I further certify that the required

public notice sign was posted on 6/16/2021 for Hong Lam

Date

(Name application filed as)

Signature [Signature]
(The original document is required)

Rev

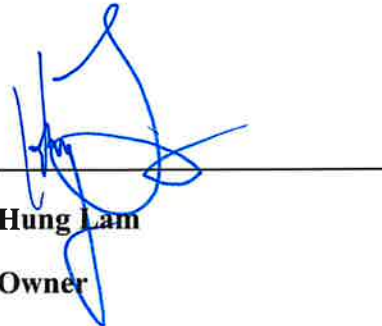


3818 Falcon Parkway

Boat and RV Storage

Thank you for reviewing our application. We own 3818 Falcon Parkway in Flowery Branch. It is currently zoned agricultural and consists of six older rental homes and a newer small 800sf metal building. Our intent is to be able to rezone the property to highway business for the purpose of building a new, aesthetically pleasing boat and RV storage facility. We plan to demolish all of the older homes on the property and renovated the two newer homes on the left front for a gate house and office. We plan to asphalt all the impervious surfaces will all proper retention and to fence the entire perimeter of the property with a visually pleasing security fence. We want to be good stewards of the land and be good neighbors to our friends in Hall County. This parcel adjoins commercial property to the left and rear.

Thank you again for everything,



Hung Lam
Owner



William Ferguson

LEGEND			
○	UTILITY POLE (UP)	C&G	CURB AND GUTTER
NG	NATURAL GAS	IP	IRON PIN
DI	DROP INLET	P/L	PROPERTY LINE
JB	JUNCTION BOX	F.E.S.S.	FLARED END SAFETY SECTION
OCS	OUTLET CONTROL STRUCTURE	SSMH	SANITARY SEWER MANHOLE
SWCB	SINGLE WING CATCH BASIN	SSCO	SANITARY SEWER CLEANOUT
HW	HEADWALL	PT	POINT OF TANGENT
RCP	REINFORCED CONCRETE PIPE	PC	POINT OF CURVATURE
CMP	CORRUGATED METAL PIPE	OCS	OUTLET CONTROL STRUCTURE
HDPE	HIGH DENSITY POLYETHYLENE	ELEV.	ELEVATION
UGD	UNDERGROUND DETENTION	N/F	NOW OR FORMERLY
TBM	TEMPORARY BENCHMARK	R/W	RIGHT OF WAY
EX.	EXISTING	LL	LAND LOT LINE
PROP.	PROPOSED	CONC.	CONCRETE
W.E.	WATER EASEMENT	INV	INVERT
FH	FIRE HYDRANT	EOP	EDGE OF PAVEMENT
WM	WATER METER	TYP.	TYPICAL
S.S.E.	SANITARY SEWER EASEMENT	— / — / —	FENCE
LF	LINEAR FEET	— X — X —	SILT FENCE
DIP	DUCTILE IRON PIPE	— E —	OVERHEAD ELECTRIC
PVC	POLYVINYL CHLORIDE	— W —	WATERLINE
SS	SANITARY SEWER		

SITE ADDRESS:
3818 FALCON PARKWAY
FLOWERY BRANCH, GA 30542

CURRENT LAND USE: RESIDENTIAL

HALL COUNTY PARCEL: 08050 001005

TOTAL PARCEL ACREAGE: 3.86 AC.

WATER SOURCE: GAINESVILLE PUBLIC WATER

SEWER SOURCE: INDIVIDUAL ON SITE SEPTIC

TOTAL SPACES AVAILABLE = 130 SPACES

BUILDING SETBACKS:

FRONT - 40'
SIDE - 15'
REAR - 25'

10' FRONT LANDSCAPE STRIP

THIS SITE DOES NOT HAVE STATE WATERS WITHIN
200' REQUIRING UNDISTURBED BUFFERS

REFERENCE INFORMATION:

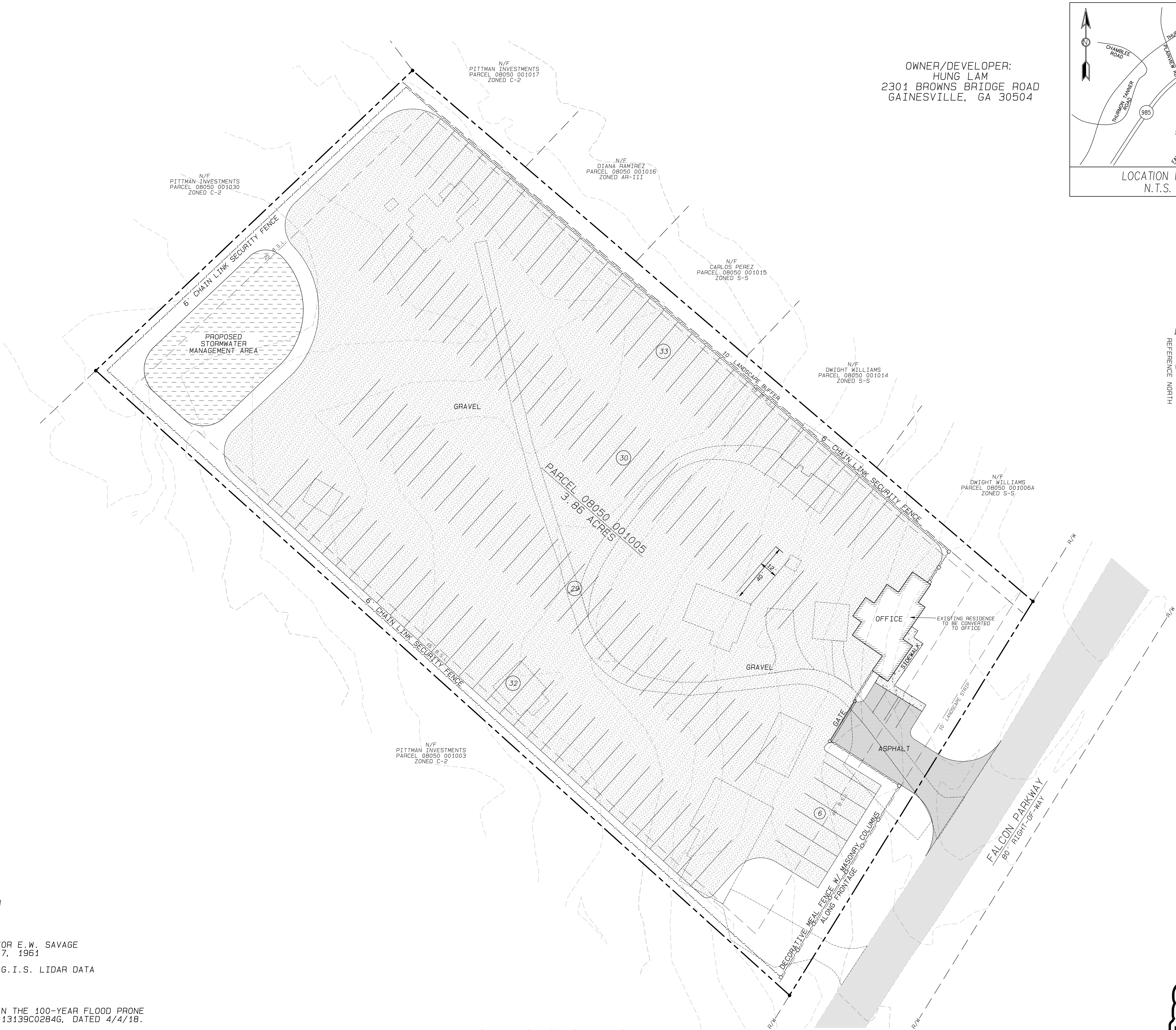
-BOUNDARY INFORMATION FROM PLAT OF SURVEY FOR E.W. SAVAGE
BY FARLEY-COLLINS SURVEYING, DATED MARCH 7, 1961

-TOPOGRAPHIC INFORMATION FROM HALL COUNTY G.I.S. LIDAR DATA

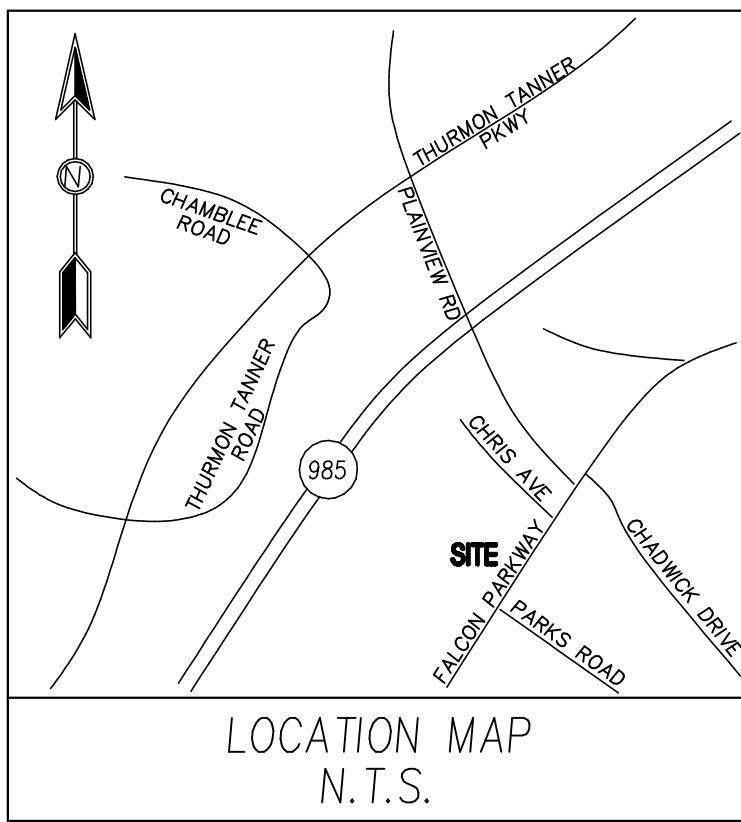
CONTOUR INTERVAL= 2'

-FLOOD NOTE:
NO PORTION OF THIS SITE IS LOCATED WITHIN THE 100-YEAR FLOOD PRONE
AREA AS PER FLOOD INSURANCE RATE MAP NO. 13139C02846, DATED 4/4/18.

IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITIONS, THE CONTRACTOR
MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FUTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.



OWNER/DEVELOPER:
HUNG LAM
2301 BROWNS BRIDGE ROAD
GAINESVILLE, GA 30504



CONCEPT PLAN FOR:

3818 FALCON PARKWAY

LAND LOT 50, 8TH DISTRICT
HALL COUNTY, GEORGIA

DRAWN BY:	PSA
FIELD CREW:	N/A
DATE:	5-21-21
CHECKED BY:	JKD

SHEET NO.
1 OF 1
PROJECT NO.
2021-031



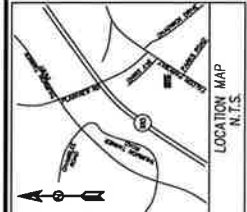
REVISION	DATE	DESCRIPTION
1	02-21-21	INITIAL SUBMITTAL

CONCEPT PLAN FOR:
3818 FALCON PARKWAY
 LAND LOT 50, 8TH DISTRICT
 HALL COUNTY, GEORGIA

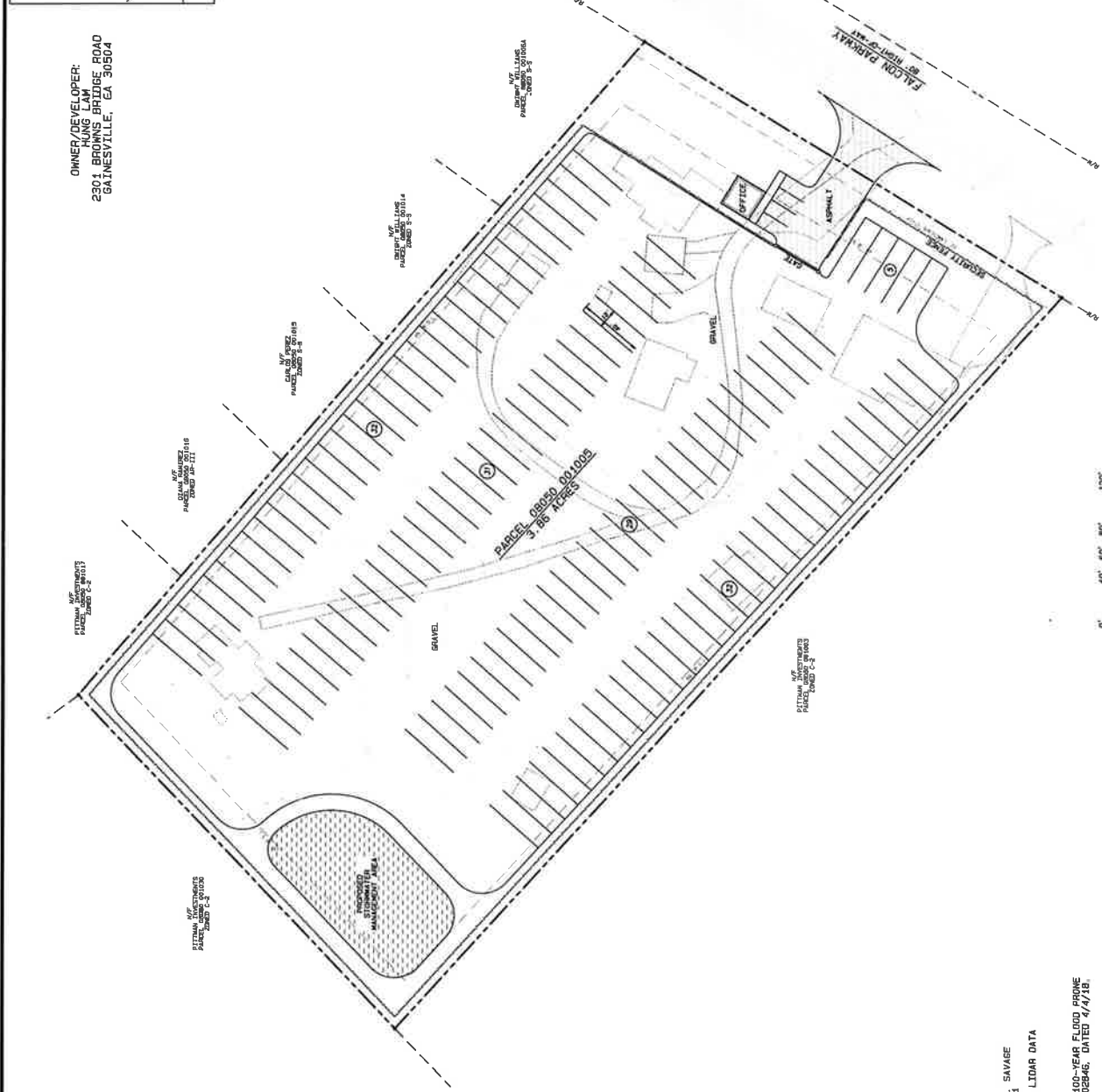
DRAWN BY: PJA
 FIELD CHECK: N/A
 DATE: 8-31-21
 CHECKED BY: JMD

SHEET NO.
1 OF 1

PROJECT NO.
2021-031



OWNER/DEVELOPER:
HUNG LAM
 2301 BROOKS BRIDGE ROAD
 GAINESVILLE, GA 30504

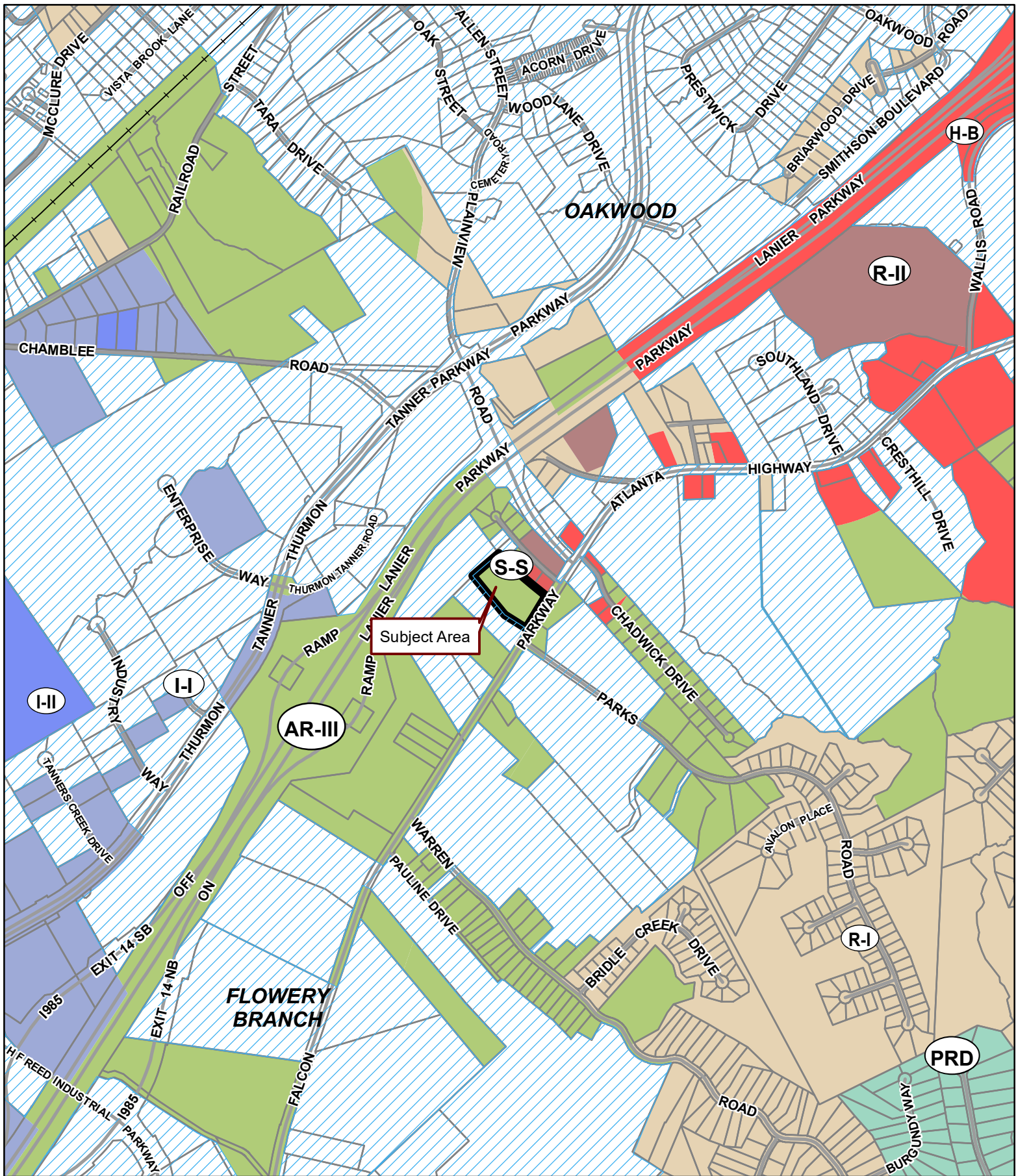


LEGEND

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100	EXISTING LOT	100	EXISTING LOT

SITE ADDRESS:
3818 FALCON PARKWAY
 FLOREY BRANCH, GA 30542
 CURRENT LAND USE: RESIDENTIAL
 HALL COUNTY PARCEL: 08050 001005
 TOTAL PARCEL ACREAGE: 3.86 AC.
 WATER SOURCE: GAINESVILLE PUBLIC WATER
 SEWER SOURCE: INDIVIDUAL ON SITE SEPTIC
 TOTAL SPACES AVAILABLE = 124 SPACES
 BUILDING SETBACKS:
 FRONT - 40'
 REAR - 25'
 10' FRONT LANDSCAPE STRIP
 THIS SITE DOES NOT HAVE STATE WATERS WITHIN
 200' REGULATING UNDISTURBED BUFFER
 REFERENCE INFORMATION:
 -BOUNDARY INFORMATION FROM PLAT OF SURVEY FOR E.M. SAVAGE
 8TH DISTRICT, HALL COUNTY, GEORGIA, DATED MARCH 7, 1955
 -TOPOGRAPHIC INFORMATION FROM HALL COUNTY 6.I.S. LIDAR DATA
 CONTOUR INTERVAL = 2'
 FLOOD NOTE:
 -FLOOD PORTION OF THIS SITE IS LOCATED WITHIN THE 100-YEAR FLOOD PRONE
 AREA AS PER FLOOD INSURANCE RATE MAP NO. 13150G054G, DATED 4/7/16.

IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER INFORMATION CONFLICTS AND IS NOT RESOLVED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND SHALL NOT COMMENCE CONSTRUCTION UNTIL ALL NECESSARY PERMITS ARE OBTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND SHALL NOT COMMENCE CONSTRUCTION UNTIL ALL NECESSARY PERMITS ARE OBTAINED.



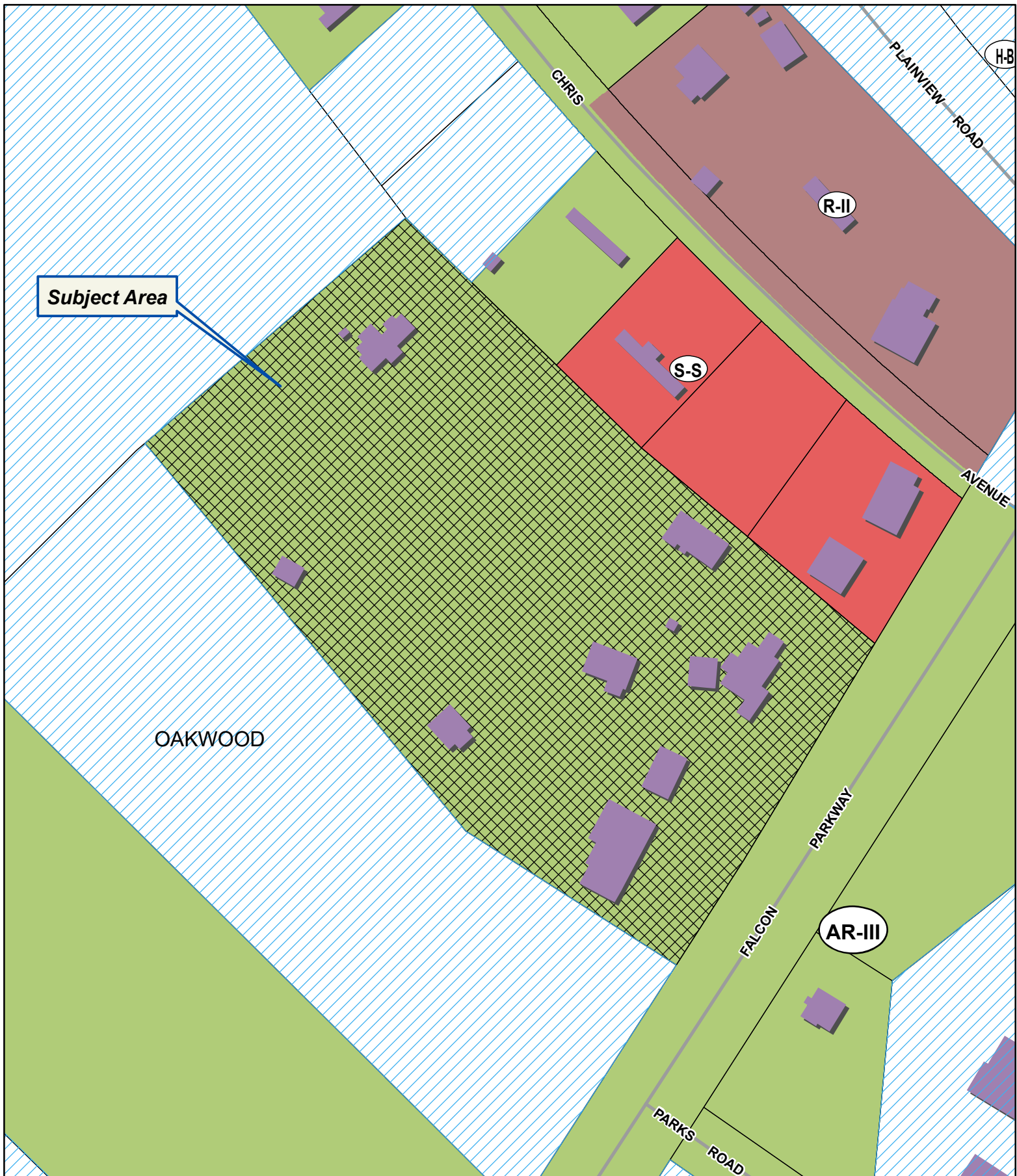
Applicant: HUNG LAM

Tax Parcel #: 08050 001005

Location: 3818 FALCON PARKWAY, FLOWERY BRANCH, GA 30542

Commission District 2

PC Mtg. Date: 07/19/2021



Applicant: HUNG LAM

Tax Parcel #: 08050 001005

Location: 3818 FALCON PARKWAY, FLOWERY BRANCH, GA 30542

Commission District 2

PC Mtg. Date: 07/19/2021

0 25 50 100
Feet

- Zoning Boundary
- City Limits
- Subject Area
- Structure





Applicant: HUNG LAM

Tax Parcel #: 08050 001005

Location: 3818 FALCON PARKWAY, FLOWERY BRANCH, GA 30542

Commission District 2

PC Mtg. Date: 07/19/2021

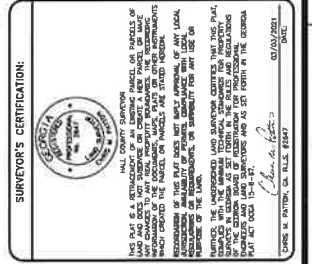
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Feet

— Zoning Boundary

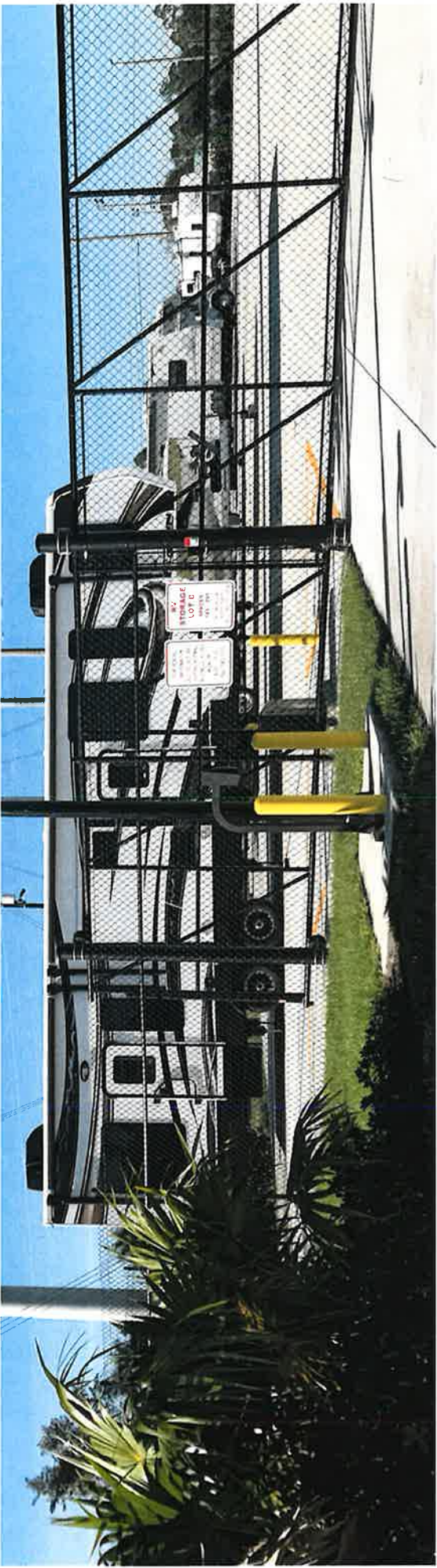
City Limits

Subject Area











Laura Ogletree (Planning)

From: Emily McGahee (Environmental Health)
Sent: Wednesday, July 7, 2021 3:54 PM
To: Laura Ogletree (Planning); Sarah McQuade (Planning)
Cc: Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCPC Tentative Agenda for 7.19.21

Please find Environmental Health comments below:

Items 1 and 2, 0/4258 Cagle Road, Cagle Road LLC: No comment. Public Sewer.

Item 3, 1400/1515 River Place: No comment. Public sewer.

Item 4, 4157 Arthur Miller Road, Gay: Must meet all Environmental Health residential septic system permitting requirements. Level 3 Soil Evaluation and to-scale site plan required at time of permit application.

Item 5, 1507 Browns Bridge Ave, Calvo: Existing septic system approved for a total of 2 bedrooms only. Floor plan will be required prior to any approval for new construction.

Item 6, 3623 Dorsey Circle, Conde Properties: In 2001, Environmental Health issued septic permit 01-00681 to allow construction of a new home with the condition that the existing mobile home be removed from the property. This property does not meet the area requirements to support 2 residential structures as required by the Hall County Board of Health Lot Size Resolution; therefore, Environmental Health cannot approve any building permits for upgrades/renovations to the mobile home.

Item 7, 3104 Athens Hwy, Provident Partners: 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 8, 4240 Winder Hwy, Aoun: No comment. Public Sewer.

Item 9, 3835/3875 Cornelia Hwy, GA Lula Cornelia Hwy, LLC: No comment. Public Sewer.

Item 10, 5697 Green Road, Jackson: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 11, 3818 Falcon Pkwy, Lam: 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. An existing system evaluation and/or septic system installation/modification may be required.

Items 12 and 13, 4152 Browns Bridge Road, Lanier Luxe: 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. An existing system evaluation and/or septic system installation/modification may be required.

Item 14, 5092/5118 Hog Mountain, McGee: 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 15, 5301 L. J. Martin Road, Skelton: A variation of this subdivision plat (2 lots) was approved by our office on June 9, 2021. Any further subdivision of the property must meet all Hall County Board of Health Lot Size Resolution Requirements.

Emily McGahee

Hall County Environmental Health

Hall County Government Center – 3rd Floor

2875 Browns Bridge Road

Mailing: PO Box 5901

Gainesville, GA 30504

(770) 531-3973

(770) 531-6767 (fax)

<http://dph.georgia.gov/environmental-health> (State Website)

<http://www.phdistrict2.org/HallCounty.htm> (District Website)

<http://www.hallcounty.org/devserv/environmental.asp> (County Website & Forms)

Laura Ogletree (Planning)

From: Niebauer, Parker J <PNiebauer@dot.ga.gov>
Sent: Friday, July 9, 2021 4:38 PM
To: Laura Ogletree (Planning); Peevy, Jonathan
Subject: RE: Tentative July 19, 2021 Planning Agenda

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.

I'm so sorry! :(
The applications below will require GDOT coordination

7 Provident Partners
8 Maroum Aoun
9 Lula Cornelia Hwy, LLC
11 Hung Lam
12 Lanier Luxe Self Storage
13 Lanier Luxe Self Storage

Parker Niebauer
DITO Traffic Operations Supervisor



District 1 Traffic Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8275 office

From: Laura Ogletree (Planning) <logletree@hallcounty.org>
Sent: Thursday, July 8, 2021 11:47 AM
To: Peevy, Jonathan <jpeevey@dot.ga.gov>; Niebauer, Parker J <PNiebauer@dot.ga.gov>
Subject: FW: Tentative July 19, 2021 Planning Agenda

Just a reminder that these comments are due today! We will be finalizing staff reports this afternoon and would like to include any comments you guys may have.

Thanks!
Laura

From: Laura Ogletree (Planning)
Sent: Thursday, July 1, 2021 3:07 PM
To: Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Bill Nash (Public Works) <bnash@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chris Braswell <cbraswell@hallcounty.org> <cbraswell@hallcounty.org>; Christopher Armstrong (Fire Services) <carmstrong@hallcounty.org>; egarmon@hallcounty.org; Erika Vargas (Real Property) <evargas@hallcounty.org>; Frank Miller (Engineering) <fmiller@hallcounty.org>; Jason Dykes

<jdykes@dot.ga.gov>; Jason Skarda (Engineering) <jskarda@hallcounty.org>; Jeremy Wills <jeremy.wills@gainesville.org>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Jonathan Peevy <jpeevy@dot.ga.gov>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Lamar Carver (Building Inspection) <icarver@hallcounty.org>; Matt Cox <matt.cox@hallco.org>; Mike Little (Parks and Leisure) <mlittle@hallcounty.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; nswafford@gainesville.org; Pam Cravero <pam.cravero@hallco.org>; Rich Atkinson <rich@flowerybranchga.org>; Scott Puckett (Engineering) <spuckett@hallcounty.org>; smcquade@hallcounty.org; Srikanth Yamala (Public Works) <syamala@hallcounty.org>; Stephen Cain <troy.s.cain@usace.army.mil>; Steve Watson (Real Property) <rswatson@hallcounty.org>; Susan Rector (Business License) <srector@hallcounty.org>; Tammie Croy (Engineering) <tcroy@hallcounty.org>; Wanda Moreno <wmoreno@hallcounty.org>; Will Schofield <will.schofield@hallco.org>

Subject: Tentative July 19, 2021 Planning Agenda

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, July 19, 2021** 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, July 8th**. Email comments to Sarah (smcquade@hallcounty.org) and Laura (logletree@hallcounty.org).

Thank you!

CALL TO ORDER

APPROVAL OF MINUTES- July 6, 2021

OLD BUSINESS

1. Previously tabled application of Cagle Rd, LLC for a Use Subject to County Commission approval on 31.50± acres located on the south side of Cagle Road across from its intersection with Oak Lake Drive; a.k.a. 0, 0, and 4258 Cagle Road, Zoned AR-III; Tax Parcels 09098 000007, 000008, and 000002. Proposed Use: sawmill, lumberyard, wood boiler, and biofuel plant. ** Commission District 3.
2. Previously tabled application of Cagle Rd, LLC to rezone from Agricultural Residential-III (AR-III) to Heavy Industrial (I-II) on 31.50± acres located on the south side of Cagle Road across from its intersection with Oak Lake Drive; a.k.a. 0, 0, and 4258 Cagle Road, Zoned AR-III; Tax Parcels 09098 000007, 000008, and 000002. Proposed Use: sawmill, lumberyard, wood boiler, and biofuel plant. ** Commission District 3.
3. Previously tabled application of Northeast Georgia Health System, Inc. (NGHS) to rezone from Planned Commercial Development (PCD) and Planned Office Development (POD) to Planned Office Development (POD) and to amend conditions of a Planned Office Development (POD) on a 119.16± acre tract located on the north side of Friendship Road approximately 1680 feet from its intersection with Old Winder Highway; a.k.a. 1400 & 1515 River Place; Zoned POD & PCD; Tax Parcels 15039 000465 & 000592. Proposed Use: amend parking requirements. ** Commission District 1.

NEW BUSINESS

4. Application of Ronald Gay for a rear yard setback variance from 25 feet to 15 feet on a 0.68± acre tract located on the east side of Arthur Miller Road 900± feet from its intersection with Old Cornelia Highway; a.k.a. 4157 Arthur Miller Road; Zoned AR-IV; Tax Parcel 15018 000181. Proposed Use: construct a single-family residence. * Commission District 3.
5. Application of Emiliano Arroyo Calvo a Use Subject to Planning Commission approval on a 0.36± acre tract located on the west side of Browns Bridge Avenue approximately 320 feet from its intersection with Carter Street; a.k.a. 1507 Browns Bridge Road; Zoned O-I; Tax Parcel 00123 007020A. Proposed Use: expansion of a non-conforming use – enclose existing carport for residential purposes. * Commission District 4.

6. [Application of Sergio Felix/Conde Properties, LLC a Use Subject to Planning Commission approval on a 0.47± acre tract located on the east side of Dorsey Circle approximately 445 feet from its intersection with Dorsey Drive; a.k.a. 3623 Dorsey Circle; Zoned AR-III; Tax Parcel 08034 002014. Proposed Use: expansion of a non-conforming use –two residences on one parcel. * Commission District 2.](#)
7. [Application of Provident Partners 129, LLC to rezone from Agricultural Residential-IV \(AR-IV\) to Light Industrial \(I-I\) on a 66.85± acre tract located on the south side of Athens Highway at its intersection with Roy Parks Road; a.k.a. 3104 Athens Highway; Zoned AR-IV; Tax Parcel 15024 000227. Proposed Use: distribution warehouse. ** Commission District 3.](#)

GDOT Coordination Required for the above

8. [Application of Maroum Aoun to rezone from Agricultural Residential-III \(AR-III\) to Planned Office Development \(POD\) on a 7.51± acre tract located on the west side of Winder Highway approximately 880 feet from its intersection with Martin Road; a.k.a. 4240 Winder Highway, Zoned AR-III; Tax Parcel 15044B000009. Proposed Use: daycare center. ** Commission District 1.](#)

GDOT Coordination Required for the above

9. [Application of GA Lula Cornelia Hwy, LLC to rezone from Agricultural Residential-III \(AR-III\) to Planned Industrial Development \(PID\) on 79.70± acres located on the north side of Cornelia Highway approximately 4,700 feet from its intersection with Cagle Road, a.k.a. 3835 and 3875 Cornelia Highway, Zoned AR-III and I-I; Tax Parcels 15007 000095A and 000276. Proposed Use: office and warehouse. ** Commission District 3.](#)

GDOT Coordination Required for the above

10. [Application of Jason Jackson to rezone from Agricultural Residential-III \(AR-III\) to Planned Residential Development \(PRD\) on a 3.804± acre tract located on the east side of Green Road approximately 265 feet from its intersection with Holiday Road; a.k.a. 5697 Green Road; Zoned AR-III; Tax Parcel 07329 004016. Proposed Use: 5-lot subdivision. ** Commission District 1.](#)
11. [Application of Hung Lam to rezone from Agricultural Residential-III \(AR-II\) to Highway Business \(H-B\) on a 3.86± acre tract located on the west side of Falcon Parkway approximately 155 feet from its intersection with Chris Avenue; a.k.a. 3818 Falcon Parkway; Zoned AR-III; Tax Parcel 08050 001005. Proposed Use: outdoor storage – boat and RV storage. ** Commission District 2.](#)

GDOT Coordination Required for the above

12. [Application of Lanier Luxe Self Storage to rezone from Residential-I and Agricultural Residential-III \(AR-III\) to Highway Business \(H-B\) on a 9.862± acre tract located on the north side of Browns Bridge Road at its intersection with Cherokee Trail; a.k.a. 4152 Browns Bridge Road; Zoned R-I & AR-III; Tax Parcel 08050 003002. Proposed Use: self-storage warehouse. ** Commission District 2.](#)

GDOT Coordination Required for the above

13. [Application of Lanier Luxe Self Storage for a Use Subject to Planning Commission approval on a 9.862± acre tract located on the north side of Browns Bridge Road at its intersection with Cherokee Trail; a.k.a. 4152 Browns Bridge Road; Zoned R-I & AR-III; Tax Parcel 08050 003002. Proposed Use: caretaker or employee residence. * Commission District 2.](#)

GDOT Coordination Required for the above

14. [Application of C. Sam McGee to rezone from Agricultural Residential-III to Planned Commercial Development \(PCD\) on a combined 6.41± acres located on the west side of Hog Mountain Road approximately 1,760 feet from its intersection with Holland Dam Road; a.k.a. 5092 and 5118 Hog Mountain Road; Zoned AR-III; Tax Parcels 08116 000002 and 000007. Proposed Use: self-storage warehouse. ** Commission District 1.](#)
15. [Application of Mark Skelton to rezone from Agricultural Residential-III to Residential-I \(R-I\) on a 6.41± acre tract located on the north side of L J Martin Road approximately 1,235 feet from its intersection with Strickland Road; a.k.a. 5301 Strickland Road; Zoned AR-III; Tax Parcel 15037 000031. Proposed Use: 3-lot subdivision. ** Commission District 1.](#)

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, August 26, 2021** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, August 26, 2021. 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.

Laura Ogletree
Planning Commission Clerk
Hall County Government
2875 Browns Bridge Road, Gainesville, GA 30504
(770) 531-6810 | www.hallcounty.org



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Hall County Government

PUBLIC WORKS AND UTILITIES

MEMORANDUM

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t: 770.531.6800 | f: 770.531.3945

SRIKANTH YAMALA
Director

BILL NASH, P.E.
Assistant Director

To: Sarah McQuade, Director of Planning and Development
From: Srikanth Yamala, Director of Public Works and Utilities
Date: July 8, 2021
Subject: July 19, 2021 Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the June 23, 2021 meeting. Upon review, we provide the following comments:

1. Previously tabled application of Cagle Rd, LLC for a Use Subject to County Commission approval on 31.50± acres located on the south side of Cagle Road across from its intersection with Oak Lake Drive; a.k.a. 0, 0, and 4258 Cagle Road, Zoned AR-III; Tax Parcels 09098 000007, 000008, and 000002. Proposed Use: sawmill, lumberyard, wood boiler, and biofuel plant. ** Commission District 3.

- a) **Engineering:** No Comment
- b) **Traffic:** Previous Comments Apply
- c) **Utilities:** No Comment

2. Previously tabled application of Cagle Rd, LLC to rezone from Agricultural Residential-III (AR-III) to Heavy Industrial (I-II) on 31.50± acres located on the south side of Cagle Road across from its intersection with Oak Lake Drive; a.k.a. 0, 0, and 4258 Cagle Road, Zoned AR-III; Tax Parcels 09098 000007, 000008, and 000002. Proposed Use: sawmill, lumberyard, wood boiler, and biofuel plant. ** Commission District 3.

- a) **Engineering:** No Comment
- b) **Traffic:** Previous Comments Apply
- c) **Utilities:** No Comment

3. Previously tabled application of Northeast Georgia Health System, Inc. (NGHS) to rezone from Planned Commercial Development (PCD) and Planned Office Development (POD) to Planned Office Development (POD) and to amend conditions of a Planned Office Development (POD) on a 119.16± acre tract located on the north side of Friendship Road approximately 1680 feet from its intersection with Old Winder Highway; a.k.a. 1400 & 1515 River Place; Zoned POD & PCD; Tax Parcels 15039 000465 & 000592. Proposed Use: amend parking requirements. ** Commission District 1.

- a) **Engineering:** No Comment
- b) **Traffic:** No Traffic Comments
- c) **Utilities:** No Comment

4. Application of Ronald Gay for a rear yard setback variance from 25 feet to 15 feet on a 0.68± acre tract located on the east side of Arthur Miller Road 900± feet from its intersection with Old Cornelia Highway; a.k.a. 4157 Arthur Miller Road; Zoned AR-IV; Tax Parcel 15018 000181. Proposed Use: construct a single-family residence. * Commission District 3.

- a) **Engineering:** No Comment
- b) **Traffic:** No Traffic Comments
- c) **Utilities:** No Comment

5. Application of Emiliano Arroyo Calvo a Use Subject to Planning Commission approval on a 0.36± acre tract located on the west side of Browns Bridge Avenue approximately 320 feet from its intersection with Carter Street; a.k.a. 1507 Browns Bridge Road; Zoned O-I; Tax Parcel 00123 007020A. Proposed Use: expansion of a non-conforming use – enclose existing carport for residential purposes. * Commission District 4.

- a) **Engineering:** No Comment
- b) **Traffic:** No Traffic Comments
- c) **Utilities:** No Comment

6. Application of Sergio Felix/Conde Properties, LLC a Use Subject to Planning Commission approval on a 0.47± acre tract located on the east side of Dorsey Circle approximately 445 feet from its intersection with Dorsey Drive; a.k.a. 3623 Dorsey Circle; Zoned AR-III; Tax Parcel 08034 002014. Proposed Use: expansion of a non-conforming use –two residences on one parcel. * Commission District 2.

- a) **Engineering:**
- b) **Traffic:** No traffic comments
- c) **Utilities:**

7. Application of Provident Partners 129, LLC to rezone from Agricultural Residential-IV (AR-IV) to Light Industrial (I-I) on a 66.85± acre tract located on the south side of Athens Highway at its intersection with Roy Parks Road; a.k.a. 3104 Athens Highway; Zoned AR-IV; Tax Parcel 15024 000227. Proposed Use: distribution warehouse. ** Commission District 3.

- a) **Engineering:** No Comment
- b) **Traffic:** We recommend the following:
 - 1. Improve Roy Parks Road from Athens Highway (SR11/US129) to site access to Hall County industrial/commercial standards.
 - 2. Provide a left turn lane on Roy Parks Road for site access.
 - 3. Development construction and business commercial traffic only be permitted to use Roy Parks Road from site access to Athens Highway (SR11/US129) and the remainder of Roy Parks Road will be restricted. Developer must provide and maintain the appropriate traffic signage to ensure compliance.
 - 4. Improvements to Roy parks Road must be constructed concurrently with site development.

5. It will be the developer's responsibility to coordinate Roy Parks Road improvements with the Georgia Department of Transportation (GDOT) and acquire any necessary permits.
6. All costs associated with improvements will be the developer's responsibility.
7. Site access along Athens Highway (SR11/US129) must be approved and permitted through the Georgia Department of Transportation (GDOT).

c) **Utilities:** No Sewer Available

8. Application of Maroum Aoun to rezone from Agricultural Residential-III (AR-III) to Planned Office Development (POD) on a 7.51± acre tract located on the west side of Winder Highway approximately 880 feet from its intersection with Martin Road; a.k.a. 4240 Winder Highway, Zoned AR-III; Tax Parcel 15044B000009. Proposed Use: daycare center. ** Commission District 1.

a) **Engineering:** Green Drive ROW Extends Through Property

b) **Traffic:** No traffic comments

c) **Utilities:** Oakwood Sewer

9. Application of GA Lula Cornelia Hwy, LLC to rezone from Agricultural Residential-III (AR-III) to Planned Industrial Development (PID) on 79.70± acres located on the north side of Cornelia Highway approximately 4,700 feet from its intersection with Cagle Road, a.k.a. 3835 and 3875 Cornelia Highway, Zoned AR-III and I-I; Tax Parcels 15007 000095A and 000276. Proposed Use: office and warehouse. ** Commission District 3.

a) **Engineering:** Stormwater Must Meet Hall County Regulations

b) **Traffic:** Access must be approved and permitted through the Georgia Department of Transportation (GDOT).

c) **Utilities:** Sewer Design Shall Be Part Of Development Plan

10. Application of Jason Jackson to rezone from Agricultural Residential-III (AR-III) to Planned Residential Development (PRD) on a 3.804± acre tract located on the east side of Green Road approximately 265 feet from its intersection with Holiday Road; a.k.a. 5697 Green Road; Zoned AR-III; Tax Parcel 07329 004016. Proposed Use: 5-lot subdivision. ** Commission District 1.

a) **Engineering:** No Comment

b) **Traffic:** No Traffic Comments

c) **Utilities:** No Comment

11. Application of Hung Lam to rezone from Agricultural Residential-III (AR-II) to Highway Business (H-B) on a 3.86± acre tract located on the west side of Falcon Parkway approximately 155 feet from its intersection with Chris Avenue; a.k.a. 3818 Falcon Parkway; Zoned AR-III; Tax Parcel 08050 001005. Proposed Use: outdoor storage – boat and RV storage. ** Commission District 2.

a) **Engineering:** Stormwater Shall Meet Hall County Standards

b) **Traffic:** Access must be approved and permitted through the Georgia Department of Transportation (GDOT).

c) **Utilities:** No Comment

12. Application of Lanier Luxe Self Storage to rezone from Residential-I and Agricultural Residential-III (AR-III) to Highway Business (H-B) on a 9.862± acre tract located on the north side of Browns Bridge Road at its intersection with Cherokee Trail; a.k.a. 4152 Browns Bridge Road; Zoned R-I & AR-III; Tax Parcel 08050 003002. Proposed Use: self-storage warehouse. ** Commission District 2.

a) **Engineering:** No Comment

b) **Traffic:** We recommend site access be on Browns Bridge Road (SR 369). If access on Cherokee Trail is considered, we recommend the following:

1. Improve Cherokee Trail from Browns Bridge Road (SR 369) to site access to Hall County commercial standards including, but not limited to, roadway width, pavement section, turning radii at Browns Bridge Road (SR 369) and markings.
2. The gated access must be appropriately designed to allow vehicles to stage without protruding into Cherokee Trail.
3. It will be the developer's responsibility to acquire any necessary permits from the Georgia Department of Transportation (GDOT).
4. Required improvements will be constructed concurrently with site development.
5. All costs associated with improvements will be the developer's responsibility.

c) **Utilities:** No Comment

13. Application of Lanier Luxe Self Storage for a Use Subject to Planning Commission approval on a 9.862± acre tract located on the north side of Browns Bridge Road at its intersection with Cherokee Trail; a.k.a. 4152 Browns Bridge Road; Zoned R-I & AR-III; Tax Parcel 08050 003002. Proposed Use: caretaker or employee residence. * Commission District 2.

a) **Engineering:** No Comment

b) **Traffic:** No traffic comments regarding caretaker residence request. Development comments above.

c) **Utilities:** No Comment

14. Application of C. Sam McGee to rezone from Agricultural Residential-III to Planned Commercial Development (PCD) on a combined 6.41± acres located on the west side of Hog Mountain Road approximately 1,760 feet from its intersection with Holland Dam Road; a.k.a. 5092 and 5118 Hog Mountain Road; Zoned AR-III; Tax Parcels 08116 000002 and 000007. Proposed Use: self-storage warehouse. ** Commission District 1.

a) **Engineering:** Submit Combination Plat

b) **Traffic:** No traffic comments

c) **Utilities:** No Comment

15. Application of Mark Skelton to rezone from Agricultural Residential-III to Residential-I (R-I) on a 6.41± acre tract located on the north side of L J Martin Road approximately 1,235 feet from its intersection with Strickland Road; a.k.a. 5301 Strickland Road; Zoned AR-III; Tax Parcel 15037 000031. Proposed Use: 3-lot subdivision. ** Commission District 1.

a) **Engineering:** No Comment

b) **Traffic:** No Traffic Comments

c) **Utilities:** No Comment



AGENDA ITEM

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

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 519/2021

SUBJECT: Application of Friends to the Forlorn Pitbull Rescue, Inc. to rezone from Agricultural Residential-IV (AR-IV) to Planned Residential Development (PRD) on a 38.399± acre tract on the west side of Will Wheeler Road approximately 397 feet from its intersection with Ben Lee Road; a.k.a. 5473 and 5453 Will Wheeler Road; Zoned AR-IV; Tax Parcels 11030 000030 and 11030 000032. Proposed Use: animal rescue with residential uses. Commission District 3.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: SM

Recommendation:
Denial

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:

Submit	Approve	Budget	Finance
LO	SM	NB	NB
Attorney	Administration	Clerk	
VS	ZP	LR	

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Updated Site Plan
Site Plan
Maps
Public Recommendation Letters
Supporting Documents
Proposed Conditions
Environmental Health Comment
Public Works Comments



Hall County Government

PLANNING & DEVELOPMENT

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SARAH MCQUADE, AICP
Director

To: Richard Higgins, Chairman
Kathy Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

From: Sarah McQuade, Director

Date: September 27, 2021

Subject: Application of Friends to the Forlorn Pitbull Rescue, Inc. to rezone from Agricultural Residential-IV (AR-IV) to Planned Residential Development (PRD)

The request before you is the application of Friends to the Forlorn Pitbull Rescue, Inc. to rezone from Agricultural Residential-IV (AR-IV) to Planned Residential Development (PRD) for the proposed use of animal rescue with residential uses. This item is located within Commission District 3.

At their September 20, 2021 meeting, the Hall County Planning Commission voted to recommend denial (3-1) of this request.

There were no public comments submitted in advance of the Planning Commission meeting. Four (4) individuals spoke in support of the request and seven (7) individuals spoke in opposition during the public hearing.

There have been no changes to the request since the Planning Commission took action.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Friends to the Forlorn Pitbull Rescue, Inc.

Request Rezone from Agricultural Residential-IV (AR-IV) to Planned Residential Development (PRD)

Proposed Use Animal rescue with residential uses

Size 38.399± acres

Zoning AR-IV

Location On the west side of Will Wheeler Road
approximately 397 feet from its intersection
with Ben Lee Road; a.k.a. 5473 and 5453 Will
Wheeler Road; Tax Parcels 11030 000030
and 11030 000032

Commission District Three

County Commission Date October 14, 2021

Staff Recommendation **Approval, with conditions**

Planning Commission Recommendation – Denial
Vote: 3-1 (Mr. Braswell voting against the denial, Mr. Varner absent)

Applicant Proposal

The applicant is requesting to rezone a 38.399± acre property from Agricultural-Residential-IV (AR-IV) to Planned Residential Development (PRD) for an animal rescue organization as well as residential use. The applicant, Friends to the Forlorn Pitbull Rescue, Inc. is a 501(c)3 nonprofit organization which rescues dogs in need and provides community outreach through volunteers.

The applicant intends to utilize the existing buildings on the property, with some modifications. According to the narrative, the large area with kennels is not secure; these kennels will be fortified and secured and/or removed to provide an exercise area for the dogs. The dog runs/pens attached to the dog cottages will be fortified for the rescue's use as well; however, no dogs will be left in kennels or runs unsupervised. Dogs will be housed in enclosed kennels located in the main house and in "stalls" located underneath the red barn. The area outside of the red barn will be expanded and fortified for use as an exercise area.

The organization is considering potentially constructing an additional building for kennels and/or dog runs in the future. This building will match or exceed in quality those buildings already on the property. The applicant submitted renderings and schematics for a building they had previously considered constructing in Paulding County. Those images and plans may be viewed as part of the application materials. There is also a possibility of enclosing and securing the covered arena that currently exists on the property.

The rescue will reinforce or replace kennel fencing in order to improve the security and safety of the dogs. The proposed fencing will be eight-foot high, 9-gauge chain-link fencing with a two-foot deep buried section to prevent digging. The existing wood fence surrounding the dog cottages will be reinforced with sheet metal to create a non-penetrable surface that cannot be chewed or scratched.

There are no plans for additional residential buildings. The applicant intends to utilize the main house for offices, guest reception, and living quarters for key staff.

The organization was founded in 2009 and has operated in Paulding County as well as across Georgia. In addition to rescuing animals, the applicants have facilitated vaccination and spay/neuter programs around the State of Georgia.

History and Existing Land Uses

The subject property consists of two parcels totaling approximately 38.399± acres, zoned Agricultural-Residential-IV (AR-IV). The surround properties are also zoned AR-IV and consist of low-density single-family homes and agricultural uses.

In 2020, the current property owners, Brett and Elizabeth Hayes, submitted an application for a commercial kennel (use subject to county commission approval) on 9.94 acres to bring the property into compliance with Hall County business license, engineering, and zoning regulations. The proposal sought to bring into compliance unpermitted structures and the commercial use of the property without property licensing. The applicants ultimately requested to withdraw the application during the September 8, 2020 Planning Commission Meeting. The Planning Commission approved their request to withdraw.

In July 2019, the Hayes' submitted for electrical service to 15 outbuildings/kennels to the Planning Department. The kennels were determined to fall below the minimum requirements for a building permit, as they are approximately 10 feet by 12 feet in size. The International Residential Building Code does not require a building permit for any accessory structure less than 200 square feet in size. When the need for so many kennels was questioned, the property owners insisted that these would be for their own personal pets and were not to be used as part of a business. As part of the approval for the electrical service to the kennels, the following statement was added to the permit, and was signed by Brett Hayse on August 19, 2019:

"Owner acknowledges the following:

The kennels shall be used only for the keeping of personal pets and not for commercial activity (including animals kept for the purpose of sale, boarding, care, breeding or training and for which any fee is charged). All facilities utilized in any future commercial operations will be subject to stormwater regulations."

Earlier 2019, the Hayes' submitted an application for a commercial kennel (use subject to county commission approval) on the adjacent 28.40 acre tract, which is also in their ownership. The proposal was similar in nature to the 2020 request. The applicants ultimately requested to withdraw the application during the March 4, 2019 Planning Commission Meeting. The Planning Commission approved their request to withdraw.

The subject property is developed with a 3,820 square foot single-family home, a 36 foot by 40 foot barn, and a 30 foot by 100 foot pavilion, as well as approximately 15+ individual kennels known as "pet cottages" with attached runs. There may be other structures, runs, and pens on the property that are not depicted on the as-built survey.

The property is located in the northwest portion of Hall County where the development pattern is predominately large tract agricultural properties and rural residential uses. Further north on Will Wheeler Road is a Wheeler Plantation, an 18 lot Residential-I (R-I) subdivision developed in 2007. Additionally, adjacent and to the southwest of the property is a 25 acre property which was approved in 2018 to be rezoned to R-I for a 23 lot subdivision.

Comprehensive Plan Land Use Designation

The subject property is located within the "Rural Residential" future land use designation. This land use category is characterized by low-density single-family residential uses with deep setbacks from the road, agriculture uses, and greenways and trails.

The request is consistent with the Comprehensive Plan; the PRD zoning district allows for more flexibility in the design and development of the property. This provides for a mixture of housing types and allows for limited non-residential uses.

Development Support and Constraints

Hall County Environmental Health

In an email dated September 7, 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, existing septic

system evaluation, and septic system installation/modification may be required after review of business plan.”

Hall County Fire Services

The subject parcel is located approximately 5.4 miles from Hall County Fire Station #11, located at 5625 Bark Camp Road. The nearest fire hydrant is located approximately 1,428 feet from the northeast corner of the subject property along Wheeler Plantation Drive.

Hall County Public Works and Utilities

In a memorandum from the Director of Public Works and Utilities on September 7, 2021, Srikanth Yamala stated the following:

Engineering

Site appears to be a commercial kennel. No permits have ever been issued to this site for the commercial site work. Permits were issued for electrical panels. This site is a commercial development and must address all stormwater issues. This site will require a stormwater management report since the site currently meets stormwater threshold for impervious surfaces and/or disturbed acreage. See attachments. [Photos and reports are included with departmental comments.]

Traffic

No traffic comments

Utilities

No comment

Hall County Tax Assessors

No comments were provided.

Gainesville Water Resources

The Hall County GIS shows that public water is available to the subject property along Will Wheeler Road.

Georgia Department of Transportation

In an email dated September 1, 2021, Jason Dykes, P.E., District Traffic Engineer for the Georgia Department of Transportation, stated that this project will not require GDOT coordination.

Zoning Analysis

- The PRD request is consistent with the Comprehensive Plan.
 - A PRD allows for more flexibility in the design and development of the property. This provides for a mixture of housing types and encourages maximum use of natural features, through proper site planning measures. The development should conform to the existing character and development pattern of the surrounding area.
 - The recommended residential density for the Rural Residential land use classification is one (1) unit per acre. The proposed development includes one residence and associated dog rescue facility on 38.399 acres.

- The applicant is proposing to take a non-compliant property and bring it into compliance with Hall County regulations. The proposed use of the property will utilize existing structures and facilities, modified to be compliant with Hall County regulations and necessary safety improvements.
 - According to the applicant's narrative, the large area with kennels is not secure; these kennels will be fortified and secured and/or removed to provide an exercise area for the dogs. The dog runs/pens attached to the dog cottages will also be fortified for the rescue's use.
 - No dogs will be left in kennels or runs unsupervised. Dogs will be housed in enclosed kennels located in the main house and in "stalls" located underneath the red barn.
 - The area outside of the red barn will be expanded and fortified for use as an exercise area.
- The applicants narrative describes a future expansion with the construction of a 10,000 – 12,000 square foot facility which would use as additional space for dogs and their care, including additional kennels, runs, and veterinary area.
 - The addition of this structure would not be immediate, instead the rescue will retrofit the existing facilities for their use.
- According to the Hall County Engineering Department, the site will require a stormwater management report as the existing site development likely exceeds stormwater threshold for impervious surfaces and/or disturbed acreage for non-residential uses.
- The project will be required to meet all Environmental Health commercial septic regulations in addition to all other regulations required by Hall County Planning, Public Works, Building Inspections, and Business Licenses.
- The applicant has not indicated a maximum number of dogs to be accommodated by the facility.

Staff Recommendation

Staff recommends **approval** of the applicant's request with the following conditions:

1. The proposed use shall be limited to the submitted narrative and site plan. The development shall occur in a phased manner as described herein:
 - a. The applicant shall work with the Hall County Planning Department to obtain the necessary permits to bring the existing structures into compliance with development regulations prior to the issuance of a business license for the rescue organization.
 - b. The proposed building expansion shall not be permitted until 3 years from the date of approval of the rezoning request. Prior to obtaining a building permit for the future building, the Planning Director shall provide the Board of Commissioners with a report on the status of the rescue over the previous three years. Upon the receipt of this report the Board of Commissioners may have the ability to deny the building permit request if there has been a confirmed history of violations for the rescue organization.
2. The proposed building shall appear residential in nature, with the architecture of the structure being consistent with those building already on the property. The building materials shall be reviewed and approved by the Planning Director prior to the issuance of the building permit.
3. All dogs shall be kept inside the existing residence or red barn. There shall be no dogs left unsupervised in outdoor runs or kennels.
4. There shall be quiet hours on the property between 11:00pm – 6:00am where no outdoor activity shall occur, with the exception of emergency situations.
5. Any and all breeding activities, boarding, training, and any other animal-related business services beyond the scope of the rescue work as described in applicant's narrative shall be prohibited.

6. There shall be no special events occurring at the property without Board of Commissioners approval, as required by Hall County Business License regulations.
7. Any future development of the property for the rescue use shall be subject to commercial development standards as required by state and local regulations. Additional accessory structures for the existing residential uses shall not be subject to these requirements so long as they are not to be utilized for uses associated with the rescue.
8. A stormwater management report shall be reviewed and approved by Hall County Engineering, with the results of that report being completed and inspected within one year of Board of Commissioner approval.
9. A landscape plan shall be submitted and reviewed by the Planning Department showing a transitional planted buffer along the driveway at the northern edge of the property.
10. All local and state licenses shall be obtained by the rescue.
11. All conditions of zoning shall be made part of any plats created for the development.

Excerpts from the minutes of the meeting of September 20, 2021

Applicant's Presentation:

Sarah McQuade, Planning Director, presented a summary of the request.

Jason Flatt, 182 Isabella Path, Dallas, presented the request. Mr. Flatt stated that he was the president and founder of Friends to the Forlorn Pitbull Rescue. He stated that this was a nonprofit organization that was founded in 2009 to rescue pitbulls and other animals. Mr. Flatt stated that they did not only rescue animals, but they did a lot for the community too. He stated that he was interested in purchasing the proposed property to use the facility that was already currently there to run his nonprofit. He stated that he would run a facility that would be very different from what the current property owner was operating. Mr. Flatt stated that it would be a turnkey operation and would give Friends to the Forlorn a jumpstart to where they ultimately wanted to be. Mr. Flatt stated that all animals would be kept inside; he had recommendations from animal control as well as a local county commission from where he was currently operating. He stated that barking had never been an issue, he had never had a dog be loose and animal control had never been called out. Mr. Flatt stated there would be 8 foot fencing, custom locks, and concrete under the fence to insure the dogs stay inside the fenced area when outside. He stated he would be making improvements to the property, as there were not any play areas for the dogs. He stated that unlike the current owners, there would not be any breeding and all his rescues would be spayed and neutered. Mr. Flatt stated he had held a community meeting the week before to meet with all of the neighbors. He stated the large concerns with the neighbors were property value and noise. He stated the property values should not be a concern. He stated the facility would not be open to the public and would remain a private operation. Mr. Flatt stated the noise would be reduced from what currently comes from the property, as his dogs would all be kept inside. He stated that all his rescues would have plenty of playtime and get proper exercise but that animals would never be left outside unattended. He stated currently in many areas the fencing was not secure, therefore updates and improvements would have to be made. He stated that he would like to have an additional building, the same size as the one currently there, with runs connected to it. This would be an additional step to insuring none of the dogs got loose and eliminates more opportunity for human error. Mr. Flatt reviewed a letter submitted from his current neighbor stating the neighbor had never experienced any problems with the rescue. Mr. Flatt stated that people are scared of what they do not know and only know of the stigma of pitbulls. Mr. Flatt stated that when compared to Golden Retrievers, pitbulls scored higher in the temperament testing. Mr. Braswell asked if Mr. Flatt had seen the staff recommendations. Mr. Flatt stated that they had and responded with possible changes to the conditions that he would like to be considered.

Public Forum:

Ron Davis, 31 Davis Mill Road, Dallas, spoke in favor of the request. Mr. Davis stated that he had previously served on the Paulding County Board of Commissioners and knew Mr. Flatt well. Mr. Davis stated that he could confirm that there had never been any animal control calls or problems with the rescue. Mr. Davis stated that Mr. Flatt not only helps animals, but he helps the entire community.

Bo Wagner, 3750 Honey Pot Way, Marietta, spoke in favor of the request. Mr. Wagner stated that he accompanied Mr. Flatt at the community meeting and stated the three major concerns were property value, noise, and safety. Mr. Wagner stated safety was the rescue's number one priority; the dogs would not be kept outside so noise would not be an issue, and the property values have continued to rise. Mr. Wagner stated the rescue would be a better neighbor than the current owners.

Robin Dimaria, 1965 Midway Road, Douglasville, spoke in favor of the request. Ms. Dimaria stated that she was a realtor and had pulled property values for neighboring properties over that last few years and none of them had lost value and that decreases related to the rescue were unlikely.

Kerstin Liberty, 340 James Wix Road, Dallas, spoke in favor of the request. Ms. Liberty stated Mr. Flatt would make a difference in the community, as well as be an asset to the community. She stated that all the animals were well cared for and this was truly a rescue and not a breeder.

Haynes Thomas, 5796 Ben Lee Road, Murrayville, spoke in opposition of the request. Mr. Thomas stated that he did not have a problem with the applicant or what he was trying to do. However, the current owner of the property, ruined farmland illegally to build his breeding facility and it should not be used as a turnkey property. Mr. Thomas stated the neighborhood was not the correct location for a dog rescue.

Amanda Watson, 5757 Ben Lee Road, Murrayville, spoke in opposition of the request. Ms. Watson stated the structures that would be built must look like residential structures, but they were kennels and doghouses. Ms. Watson stated she was not okay with 100 pitbulls living there at a single time and noted how dangerous they were. She stated that the road would no longer be safe for kids and families to walk up and down. Ms. Marshall also stated that she did not want the cottages to be used for the housing of pitbulls.

Jerry Young, 5403 Will Wheeler Road, Murrayville, spoke in opposition of the request. Mr. Young stated he owned the property adjacent to the proposed property and he would not want to live next to a rescue if he was moving to the area. He stated there were cross-country teams that run up and down the road and now it could potentially be dangerous for them. Mr. Young stated that his tenants in his rental homes did not like the barking.

Allison Marshall, 6001 Bethel Road, Murrayville, spoke in opposition of the request. Ms. Marshall stated that she experienced a traumatic experienced when another dog escaped from a neighbor's house and killed her own dog. She stated that these pitbulls could get out of the rescue and harm other animals.

Tim Watson, 5757 Ben Lee Road, Murrayville, spoke in opposition of the request. Mr. Watson stated that he was concerned about how late the information became available. He stated that a 13 year study showed that of 54 dog attacks, 63% were pitbulls. He stated that there must be a reason that pitbulls need to be rescued.

Jack Smith, 5572 Will Wheeler Road, Murrayville, spoke in opposition of the request. Mr. Smith stated that he and his wife did not want this request to be approved. He stated that Golden

Retrievers were bred to fetch and pitbulls were bred to fight. Mr. Smith stated that he would not want a pitbull to attack someone walking or running down the street.

George Marshall, 6001 Bethel Road, Murrayville, spoke in opposition of the request. Mr. Marshall stated that there is a human factor to this request. He stated that he did not believe that having that type of organization in their neighborhood would increase their property values. Mr. Marshall stated that he was concerned with the excess of safety measures that were going to be needed in order to contain the dogs.

Rebuttal

Mr. Flatt addressed Ms. Watson's concern about the cottage use. He stated that there would not be dogs kept in the cottages, but they would fortify them and use them for daytime, outdoor areas for the dogs to play. Mr. Flatt stated that all the dogs would kept inside at all other times. Mr. Flatt addressed the concerns with the cross-country team using the road to run on. He stated that the current owns had 160, 100-130 pound dogs on the property with insecure fencing and there had never been an attack. Mr. Flatt stated that he would be modifying the fencing because he is a pitbull rescue and he was aware of the entire stigma that comes with that and that he would need to be at his best to keep the dogs and community safe. Mr. Flatt stated that in the nine years he had been rescuing dogs, he had never had one escape. He stated that he wanted to be a good neighbor and would be investing into the entire community. Mr. Braswell asked how many dogs would be there at one time. Mr. Flatt stated that the maximum number of dogs there would be 100. Mr. Hunt asked if the 100 dogs would be there before the new building was constructed. Mr. Flatt stated that there would only be 40 dogs there prior to construction of the new building. He stated that their goal was to take in sick dogs and get them ready for a foster home. After they are acclimated to home living, they would be put up for adoption. Mr. Flatt stated that is was not the goal to warehouse the rescued dogs. Mr. Hunt asked how large the staff was. Mr. Flatt stated there were currently five employees, including himself. Mr. Hunt asked why Mr. Flatt was leaving Paulding County. Mr. Flatt stated that he loved Paulding County, but the potential to not have to start and build from the ground up with the proposed property would be great for his organization. Mr. Flatt stated that the opportunity that the property holds would be ideal and would be a good financial decision. Mr. Hunt asked if he had to funding for the project. Mr. Flatt stated that they did and would ready to go as soon as they were able to be approved. Ms. Pilcher stated that she was concerned with the property being illegally used by the current owner. She stated that she had a moral issue with allowing someone else to benefit from an illegal use. Mr. Wagner asked Ms. Pilcher what a good use for the property would be if no one was going to be allowed to use what is currently there. Ms. Pilcher stated that she believed that it needed to go back to agricultural uses. Mr. Hunt asked staff why this would be rezoned to a PRD zoning and if the moratorium on commercial kennels was still active. Ms. McQuade stated that the moratorium was still active but this request did not classify as a commercial kennel due to it being a nonprofit organization. Mr. Hunt asked about the number of dogs. Ms. McQuade stated that the county did not have any restrictions on the number of animals allowed to be on a piece of property. Ms. McQuade addressed Ms. Pilcher's concerns and stated that the buildings on the property had been retroactively permitted all of the buildings that are currently on the property and they meet all of Hall County's code. She stated that at this point, the county would have to enter into litigation with current property owners to revert the property back to what it was previously. Mr. Braswell asked if the buildings would stay with the property, regardless of who owns it. Ms. McQuade stated that was correct. Staff supplied the Planning Commission a copy of the amended conditions that the applicant was proposing. Mr. Hunt asked if staff agreed with the amended conditions. Ms. McQuade stated that most were made clearer, but two had significant changes from staff recommendations. One of the changes was to reduce the time of the future building expansion and another requesting to be able to hold quarterly events for volunteers and staff. Mr. Flatt stated that the events would not be open to the public. Mr. Bell asked why there was a moratorium. Ms. McQuade stated that after the current owner's application was denied, the county wanted to look at the commercial kennel section of the code. Mr. Bell asked if the property remained an agricultural use, the applicant would not be able to pursue the request. Ms. McQuade stated that

technically, they probably could because there is not a limit on the number of animals that could be kept on a piece of property. Mr. Bell asked the PRD was being used because there was not another appropriate zoning. Ms. McQuade stated that was correct. Mr. Braswell stated that the PRD allowed the county to have some type of control of what they can and cannot do. Mr. Hunt stated that he agreed with Ms. Pilcher about the current use being illegal. Ms. McQuade reviewed the history of the current property owners and stated that the Board of Commissioners ultimately denied them, however the building permits could not be denied because they met the Hall County code standards. Mr. Hunt asked if the moratorium was not in place, would PRD still be the requested zoning. Ms. McQuade stated that was correct. Mr. Hunt stated that he is struggling with the peace of mind of the neighbors. Mr. Braswell stated that he did not have an issue with putting this type of use on the property, but he would want the applicant to agree with the staff recommendations that were originally proposed in the staff report. Mr. Braswell stated that he would like to add an additional condition regarding the maximum number of dogs allowed.

Motion: *Mr. Hunt made a motion to recommend denial, with a second from Ms. Pilcher and the motion passed by a 3-1 vote. (Mr. Braswell voting against the denial, Mr. Varner absent)*

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 f: 770-531-3902



ZONING APPLICATION

Applicant (Name & Mailing Address)

FRIENDS TO THE FORLORN PITBULL RESCUE, INC.
P.O. BOX 2316

DALLAS, GA 30132

Phone 917.939.1591

Email Address jasonmflatt@gmail.com

Proposed Use DOG RESCUE

Property Owner (Name & Mailing Address)

BRETT & ELIZABETH HAYSE/HAYSE PLANTATION, LLC
5473 & 5453 WILL WHEELER ROAD

MURRAYVILLE, GA 30564

Phone 770.789.7494 / 770.312.1155

Email Address brettthayse@yahoo.com/lizhayse@gmail.com

Contact Person (Name & Mailing Address)

FRANK W. "BO" WAGNER, III

2801 BUFORD HWY NE, SUITE 480

BROOKHAVEN, GA 30329

Phone 404.829.2990

Email Address bo@wagnerlawllc.com

Tax Parcel Number 110003000030 & 110003000032

Location Address 5473 & 5453 WILL WHEELER ROAD, MURRAYVILLE, GA 30564

Status of Applicant

☐ Owner

☐ Option to Purchase

☐ Area Resident

☐ Other

Requested Action

Existing Zoning: AR-IV

Rezone to: PRD

Fee: \$1,500.00

Receipt #: _____

Check #: 4164

Acreage 38.399 +/- ACRES (10 ACRES/28.399 ACRE)

I hereby certify that the above information and all attached information are true and correct.

Sign _____

Date: 8/29/21

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____

Date: _____

Staff Use Only

Application Date: _____

Taken by: _____

Tentative Planning Commission Date: _____

Tentative County Commission Date: _____

County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 f: 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Brett and Elizabeth Hayse / Hayse Plantation LLC
Address 5473 & 5453 Will Wheeler rd.
Murrayville Ga 30564
Phone Number 770.789.7494 / 770.312.1155
Name of applicant(s) Friends of the Forlorn Pitbull Inc by Jason Platt
Address P.O. Box 2316
Dallas GA 30132
Phone Number 917-939-1591

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)

Brett Hayse & Elizabeth Hayse

Personally appeared before me

Brett Hayse & Elizabeth Hayse

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Marissa L. Lopez
Notary Public

August 10, 2021
Date



PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS, PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____

I have not 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: Brett Hays

Date: 8-10-2021

Applicant's/Owner's Name (Printed): Brett Hays Elizabeth Hays

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: 8/24/21

Applicant's/Owner's Name (Printed): JASON FLATT



HALL COUNTY PLANNING DEPARTMENT
P. O. Box 1435
Gainesville, GA 30503
Phone: 770-531-6809
Fax: 770-531-3902

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. A legal advertisement shall be published not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.
2. A public notice sign shall be placed 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.
3. 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.

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 and ensure that it remains in place during the entire zoning proceeding.

If it is determined at any time during the zoning proceeding that the sign has not been properly posted on the site, the Board must table or delay the request.

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.

The sign must remain posted during the entire proceeding. Should you find the sign missing or vandalized in any manner, contact the Planning Department. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN August 5, 2021 AND NO LATER THAN September 5, 2021.

THE ORIGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN September 5, 2021 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, Frank Wagon, hereby acknowledge that I have

Please Print Name

read and understand the sign posting requirements. I further certify that the required

public notice sign was posted on 9/2/21 for Friends to the Future Project, Inc.

(Name application filed as)

Signature [Signature]

ZONING NOTICE
AS SPECIFIC ORDINANCES RELATE TO THE HALL COUNTY ZONING AND
APPLICANT'S REQUEST FOR A ZONING VARIATION TO THE HALL COUNTY
ZONING ORDINANCES, THE BOARD OF ZONING APPEALS HAS
APPROVED THE FOLLOWING VARIATION TO THE HALL COUNTY
ZONING ORDINANCES:

**FORBIDDEN PITBULL RESCUE
FRIENDS TO THE FROM AR-IV TO
REZONE FROM ANIMAL RESCUE
PRD FOR ANIMAL RESCUE**

DATE: Sept. 20 and Date: Oct. 14
TIME: 5:15pm and Time: 6:00pm
FOR MORE INFORMATION CALL 770.327.5111



ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT:
FRIENDS
REQUEST:

TO THE FORLORN PITBULL RESCUE
REZONE FROM AR-IV TO
PRD FOR ANIMAL RESCUE

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: Sept. 20
Time: 5:15 p.m.

and

COUNTY COMMISSION
Date: Oct. 14
Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 1875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **FRIENDS TO THE FORLORN PITBULL RESCUE**
REQUEST: **REZONE FROM AR1V TO PRD FOR ANIMAL RESCUE**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	and	COUNTY COMMISSION
Date: SEPT. 20		Date: OCT. 14
Time: 5:15 p.m.		Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 3875 BROWN'S BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

ZONING APPLICATION SUPPLEMENT

APPLICANT:

Jason M. Flatt
Friends to the Forlorn Pitbull Rescue, Inc.
A Georgia Non-Profit Corporation
P.O. Box 2316
Dallas, GA 30132

This supplement is added to the Zoning Application for Hall County relating to the proposed purchase of 5453/5473 Will Wheeler Road, Murrayville, Hall County, Georgia 30564 ("the Property") by Friends to the Forlorn Pitbull Rescue, Inc., a Georgia Non-Profit Corporation to change the zoning of the Property from Agricultural Residential-IV (AR-IV) to Planned Residential Development (PRD). The proposed use of a dog rescue on the Property does not currently fit within the plan and scope of current Hall County land use requirements. There are no additional residential buildings planned for the Property; the Property is over 38 acres +/- and no new streets will be required for the Property, nor will there be additional requirements for water, sewer or other services. No current or future buildings are planned near the edge or close to the boundaries of the Property.

MISSION OF THE RESCUE AND GOALS FOR ZONING THE PROPERTY:

The mission of Friends to the Forlorn Pitbull Rescue, Inc. ("the Rescue") is to be a volunteer-based 501(c)3 rescue and community outreach organization. Our mission is to promote responsible pitbull ownership, provide breed education, combat pet overpopulation, fight unfair legislation, find qualified homes for sound pitbull-type dogs and other dogs in need in Georgia, and to help people and animals within our community.

The Property is currently zoned "Agricultural Residential-IV" (AR-IV); the Rescue seeks to change that designation to "Planned Residential Development" (PRD) in order to allow the Rescue to move forward with the purchase of the Property despite a current moratorium on certain permits. The current owners of the Property do not have County approval to run their current breeding operation as their uses fit the definition of a Commercial Kennel. There is currently a moratorium for any such permit applications (despite the Rescue not being a Commercial Kennel by definition, as well as not being defined by any current County regulations). It is the goal of the Rescue to ensure that we obtain any and all approvals from the outset to ensure a successful relationship between the Rescue and Hall County, as is currently shared by the Rescue and its current home in Paulding County. Likewise, the Rescue seeks to be a good neighbor to any and all surrounding property owners by maintaining safe and secure facilities, to maintain the quiet use and enjoyment for all nearby properties and to be properly approved from the outset by County authorities.

The Property, as currently configured, will need to see several modifications in order to meet the needs of the Rescue. The Property currently consists of the main house on the original 10-acre tract, along with a barn and several "cottages" for dogs with small pens attached thereto. The remaining 28 acres consist of a covered training arena, a playground, storage facility and a large area with multiple kennels. It is expected that the covered arena will remain; the playground will be removed by the current owner.

It appears that the current operation allows the dogs to have outdoor access for most, if not all, of the day. The large area with multiple kennels has small dog houses in each of these outdoor kennels, but the dogs are more or less outside the entire time. Likewise, the small "cottages" allow their inhabitants to freely come and go from the cottage to their attached pens. Effectively, many of the current canine inhabitants are outdoors most of the day.

GOALS FOR THE INITIAL ADAPTATION OF THE PROPERTY FOR THE RESCUE:

The large area with kennels is not secure and these kennels will be fortified and secured and/or removed to provide an exercise area for the dogs of the Rescue. The dog runs/pens attached to the cottages will be fortified for use by the Rescue but regardless of any of the above, no dogs will be left in kennels or any other area unsupervised. Any dogs currently housed by the Rescue and moved to the Property will be housed in enclosed kennels located in the main house and in the 'stalls' located underneath the red barn. The small area outside of the red barn will be expanded and fortified for use by the Rescue as an exercise area.

Each of the current outdoor kennels is secured by what appears to be heavy-gauge wire, but it is the experience of the Rescue that this type of fencing is not secure enough for our safety standards. On prior site visits, one of the resident dogs had escaped and was wandering the property; on other visits some of the dogs were able to extend most of their head through their current fencing. The dogs were clearly agitated by outside visitors and there was quite a bit of barking.

In contrast, all kennel fencing currently utilized by the rescue is typically eight foot high, 9-gauge chain-link fencing, with a two-foot deep 'footing' under the fences to prevent digging. It is expected that the Rescue will continue this practice on the Property for any fencing. The current fencing surrounding the "cottages" is stained wood. While the fencing is clearly aesthetically pleasing, it can be gnawed or scratched by a bored dog. The Rescue will be enclosing the inside of each of these fences with sheet metal, effectively wrapping the fence with a non-penetrable surface from the ground to a minimum of four to five feet from that base.

The exercise area attached to the red barn will likewise be fortified and expanded to allow more freedom to play. It is the current practice of the rescue to allow only a few dogs out at a time to exercise as some dogs are better suited to remain alone, while others are allowed to play in small groups. Regardless, every dog rotates outside for playtime and receives outdoor exercise on a daily basis, with supervision at all times.

BACKGROUND OF THE RESCUE:

Friends to the Forlorn Pitbull Rescue, Inc. was founded in 2009 by Jason M. Flatt, a retired commodities broker from New York. Jason grew up with pets, including a family pitbull named Calvin. After a distinguished career on Wall Street, he moved to Georgia after the loss of his brother in 2005. Jason found himself in a very dark place after this tragedy but later found happiness after adopting a pitbull puppy named Angelo, effectively saving the pup from certain death at a local shelter. Jason sought a playmate for Angelo years later and saw that the local pound was overflowing with pitbulls—at this point, his future was carved in stone and it became Jason's mission in life to save this misunderstood breed from peril.

When asked 'Why pitbulls?' Jason simply shares that no one steps up for pitbulls—not even typical dog lovers. Most people avoid pitbulls based on negative stereotypes and the stigma relating to dog fighting. The Rescue receives hundreds of calls and emails from people daily asking for help with dogs—from puppies to 'senior' dogs, to those found abused or neglected. Most shelters will not adopt out a pitbull directly to individuals; they are required to be surrendered to a Rescue where their needs can be met and after rehabilitation and vetting, they can hopefully be placed with a 'forever home'.

With that being said, where many rescues fail is in how they handle adoptions. The problem faced by the Rescue is where to place the dogs once they are well enough to be adopted. It is the point of view of Jason and the Rescue that not everyone should have a pitbull. The application process for the Rescue is very detailed and not everyone is successful in adopting a dog from the Rescue. It is the goal of the Rescue to ensure that adoptions are successful for both the dog and the family—there are no shortcuts. We also

seek to educate about the breed and share resources with the Community, such as our previous Spay and Neuter events.

One final question: "Why do we need this Rescue and Shelter?" Over ONE MILLION pitbulls are euthanized in shelters nationally, at an unconscionable rate of 2,000 to 3,000 dogs per day. Education encouraging responsible pitbull ownership and rescue efforts, as well as spay/neuter programs, are critical to reduce these numbers.

FUTURE OF THE RESCUE AND PLANS FOR THE PROPERTY:

The Rescue has been an integral part of the Paulding County Community, as well as offering a lifeline for people and shelters across Georgia. Since our founding in 2009, the Rescue has been very active in saving injured and neglected dogs. In recent years, thousands of spay/neuter surgeries have helped to lower the numbers of 'wild' and feral animals throughout Paulding County and similar numbers of vaccines have been administered. Attached hereto are two letters of recommendation and commendation for the efforts of the Rescue.

Additional information attached hereto is a 2019 Annual Report graphic showing some of our good works. Even in 2020, during the pandemic, the need for the services of the Rescue has grown. To meet the future needs of the Rescue, in 2019, the Rescue purchased a 46-acre site to build a state-of-the-art rescue facility. The Capital Campaign has not 'officially' commenced due to the pandemic, yet the Rescue has raised well over \$600,000.00 to date to build this facility. However, with the opportunity presented by the Will Wheeler property, it would allow the Rescue to effectively jumpstart this process and allow us to pivot and reach many of our initial goals for the new facility within months versus years.

Attached are three pages from the proposed "Friends to the Forlorn Pitbull Rescue Animal Shelter and Sanctuary" (hereinafter "Shelter"). This is a portion of a proposal created by the respected firm of Goodwyn Mills Cawood, as presented to, and selected by the Rescue to design the Shelter. The initial building planned is a 10,000-12,000 sq. ft. kennel, along with a smaller building that would include Offices, an apartment for on-site staff, storage and reception. Please reference the "Schematic Plan Diagram" and "Adjacency Diagram" to see the initial (proposed) building layouts. We have included the Schematic Site Plan for the final phase of the Shelter—Phase 4, which includes the two buildings referenced above as well as an outdoor pavilion, veterinary office and additional boarding runs. To be direct, the opportunities of the Will Wheeler property check so many of the boxes presented by the Shelter proposal that we would effectively be years ahead of our current plans simply by purchasing this Property and adapting the current buildings for our use.

Upon examination of the Survey of the Property, you will see how this property will allow the Rescue to leap forward from day one. The Main House (A) will house offices, reception and living quarters for key staff. The Red Barn (B) also houses a reception area and a commercial kitchen on the main level, while the lower-level houses multiple kennels along with an attached exercise area. There are multiple "Cottages" for the dogs (C) with attached runs that would allow single occupancy for dogs and there is a large Storage Barn (D) that will house mowers, maintenance implements and offer additional storage. The Covered Arena (E) is currently set up for dog training; it will most likely be used for exercise and there is great potential for use as a special events arena. Finally, with 38+/- acres, there is plenty of space for a Future Building (F).

With the purchase of the Will Wheeler property, as presented in the Shelter proposal, many of the items depicted as shown in "Phase 4" can be modified or omitted as they are already present on the Property. As depicted on the Schematic Plan and on the Survey, the "Future Building (F)" would be edited to focus on uses related to the dogs and their care. Effectively, our only needs for the Future Building will be additional spaces for kennels and dog runs, and as noted herein, the offices, apartment and other uses

will be most likely be omitted from the final design. The quality of this Future Building will match or exceed what is already present on the Property or as depicted in the plans for the Shelter, utilizing state-of-the-art facilities to provide the preferred level of services for our rescue dogs.

For the immediate future, upon the purchase of the Property, only minor modifications to the property are necessary, with security upgrades being the primary focus. Once the Rescue is fully operational on the Property, there are many options for the future of the Rescue and the Property. As noted above, it is still the goal of the Rescue to build an additional Shelter building. While the purchase of the Property will allow the Rescue to move more quickly than having to build entire facilities (as depicted) from raw land to completion, any planned future structures are most likely a year to two years away from groundbreaking. If the Rescue continues to grow, the Property allows the space for an additional Shelter building in addition to Future Building (F), but again, this would be years into the future. One other potential change is the option to enclose the Covered Arena, but that is just one potential plan for that area.

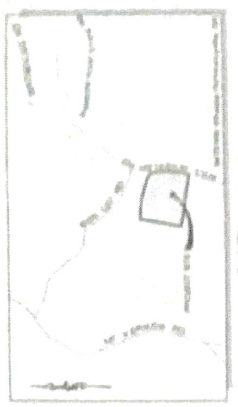
CONCLUSION:

This Property is ideal to serve the current and future needs of the Rescue, with minor modifications from the outset and has the opportunity for expansion in the future. If the County moves forward with the approval of the Zoning Application and allows the Rescue to operate in Hall County and on the Property, we will be able to complete the purchase transaction and take steps to be an important asset to the Community and to continue to do the good works of the Rescue, while maintaining the safety and high standards that the Rescue has afforded the Paulding County community.

Should you have any additional questions, do not hesitate to contact Jason Flatt at 917.939.1591 or Bo Wagner at 404.630.2647. We thank you in advance for your due consideration.

Respectfully submitted,

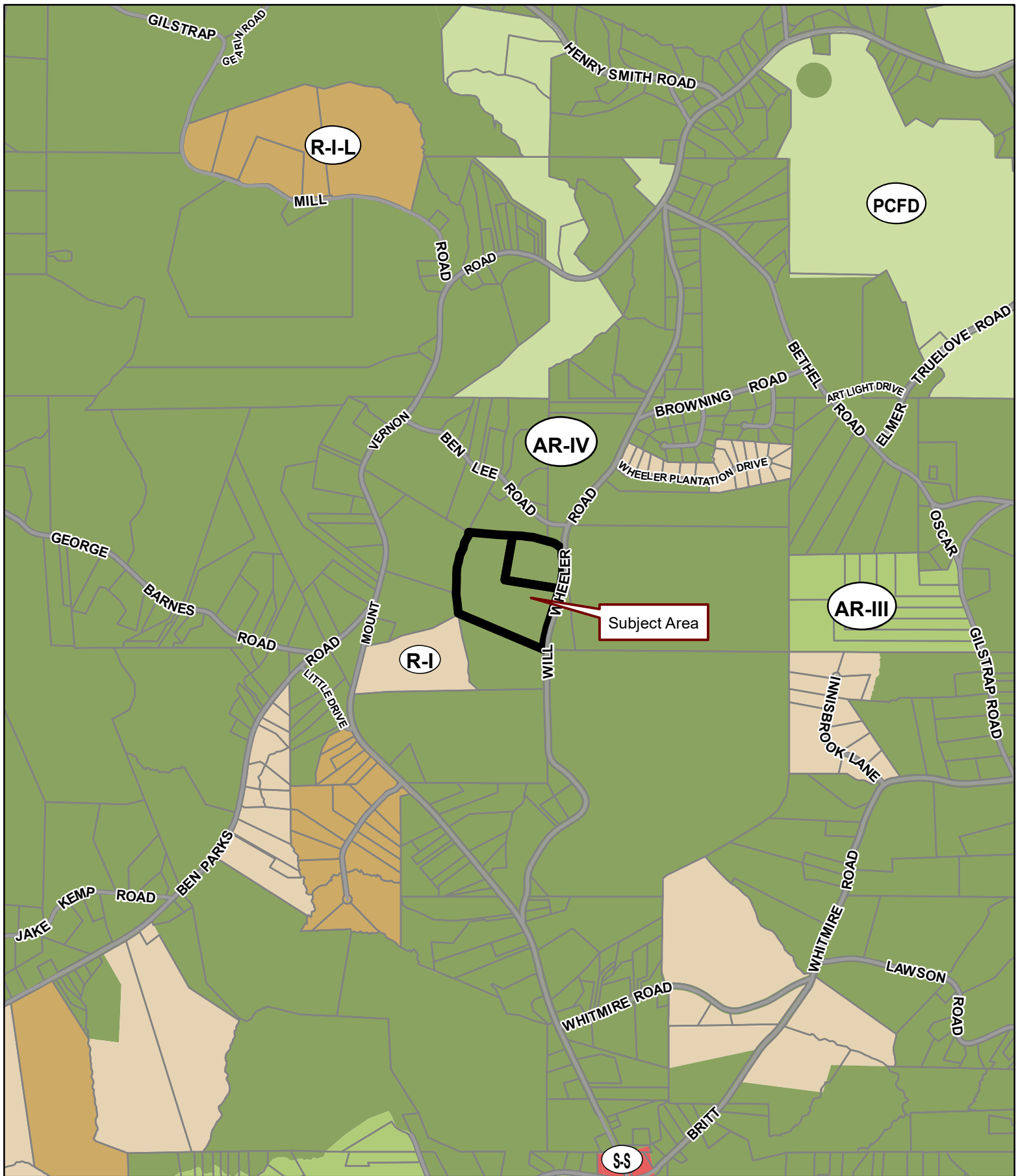
Friends To The Forlorn Pitbull Rescue, Inc.,
a Georgia Non-Profit Corporation.



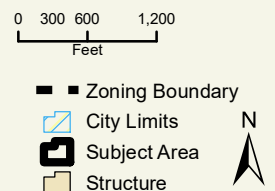
A: Main House
B: Red Barn
C: Dog "Cottages"
D: Storage Building
E: Covered Arena
F: Future Building

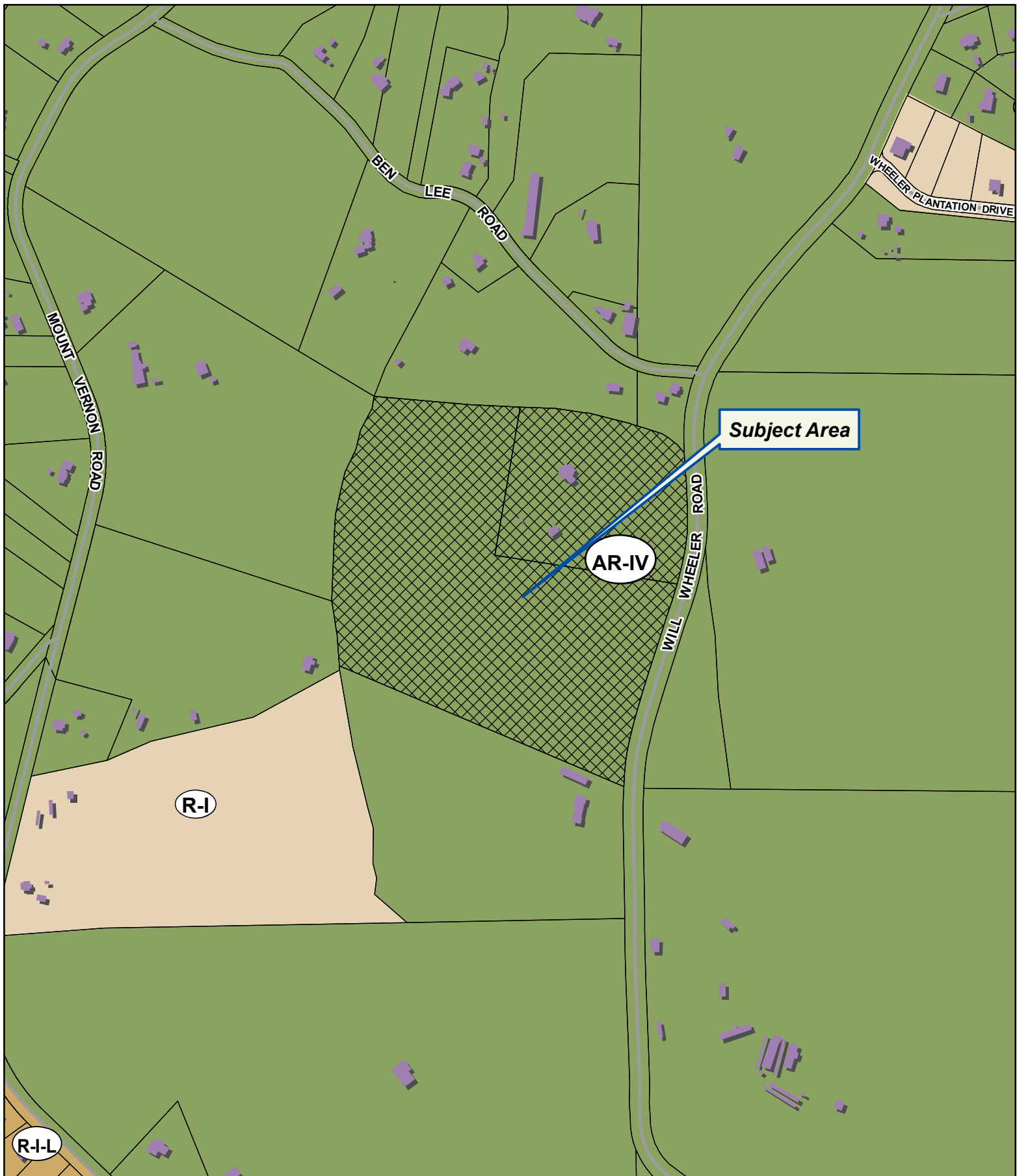
A: Main House
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E: Covered Arena
F: Future Building

NO.	DESCRIPTION	DATE	BY	CHECKED	APPROVED
1	PRELIMINARY LAYOUT	10/1/00	J. L. L.	J. L. L.	J. L. L.
2	FINAL LAYOUT	10/1/00	J. L. L.	J. L. L.	J. L. L.
3	CONSTRUCTION PERMITS	10/1/00	J. L. L.	J. L. L.	J. L. L.
4	CONSTRUCTION START	10/1/00	J. L. L.	J. L. L.	J. L. L.
5	CONSTRUCTION COMPLETE	10/1/00	J. L. L.	J. L. L.	J. L. L.
6	FINAL INSPECTION	10/1/00	J. L. L.	J. L. L.	J. L. L.
7	FINAL APPROVAL	10/1/00	J. L. L.	J. L. L.	J. L. L.
8	FINAL RECORDING	10/1/00	J. L. L.	J. L. L.	J. L. L.
9	FINAL CLOSING	10/1/00	J. L. L.	J. L. L.	J. L. L.
10	FINAL DELIVERY	10/1/00	J. L. L.	J. L. L.	J. L. L.

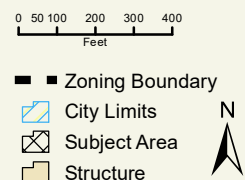


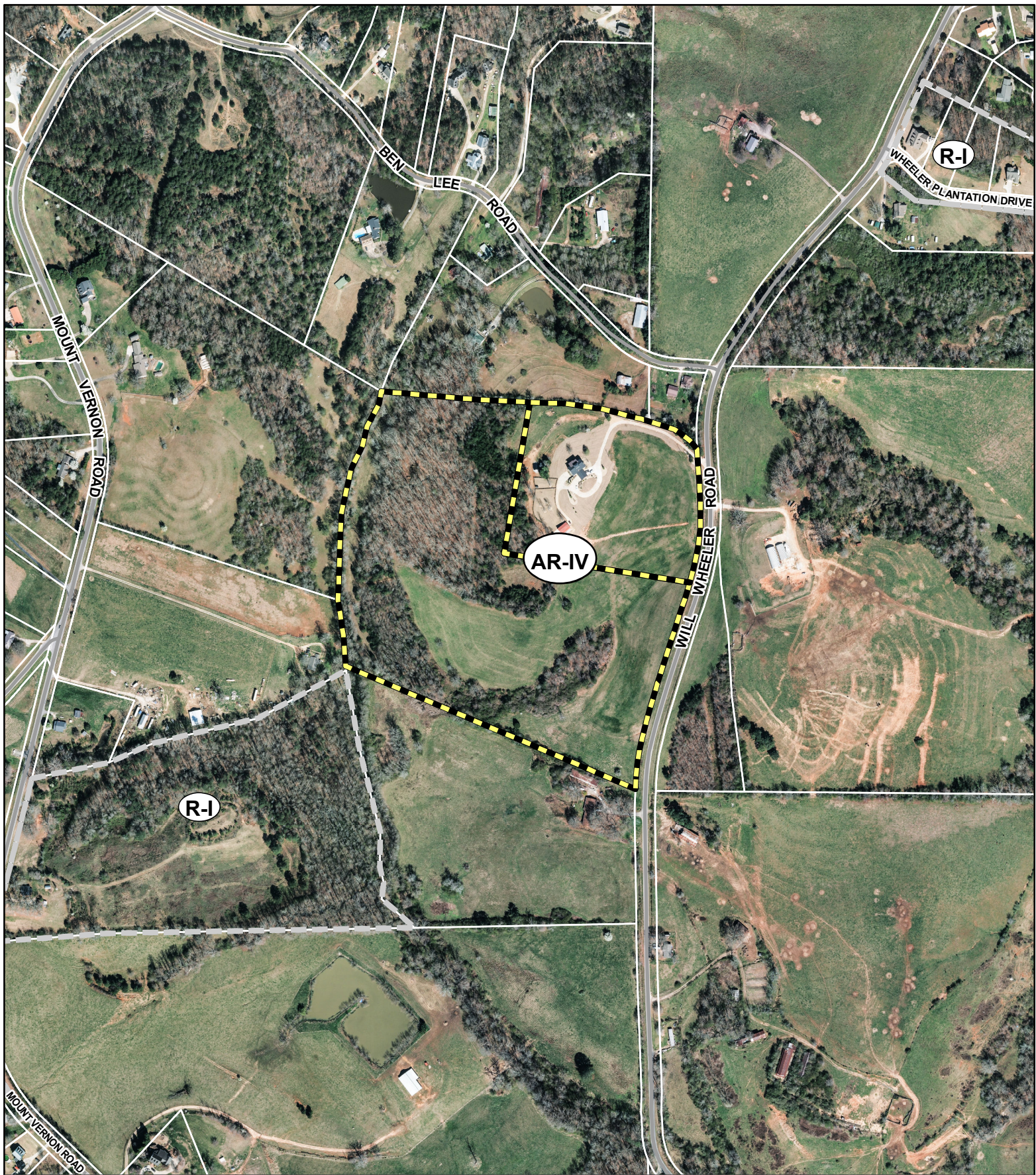
Applicant: FRIENDS TO THE FORLORN PITBULL RESCUE, INC.
Tax Parcel #: 11030 000030 & 11030 000032
Location: 5473 & 5453 WILL WHEELER ROAD, MURRAYVILLE, GA 30564
Commission District 3 **PC Mtg. Date:** 9/20/2021





Applicant: FRIENDS TO THE FORLORN PITBULL RESCUE, INC.
Tax Parcel #: 11030 000030 & 11030 000032
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Applicant: FRIENDS TO THE FORLORN PITBULL RESCUE, INC.

Tax Parcel #: 11030 000030 & 11030 000032

Location: 5473 & 5453 WILL WHEELER ROAD, MURRAYVILLE, GA 30564

Commission District 3 **PC Mtg. Date:** 9/20/2021

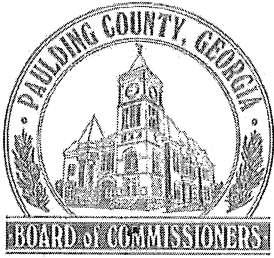
0 75 150 300
Feet

— Zoning Boundary

City Limits

Subject Area





Paulding County Board of Commissioners

Watson Government Complex
240 Constitution Boulevard, Dallas, Georgia 30132
770-443-7550 • www.paulding.gov

June 29, 2021

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

Re: Mr. Jayson Flatt

Dear County Commission:

Thank you for the opportunity to provide a reference for Mr. Jayson Flatt.

Mr. Flatt is the founder of Friends to the Forlorn Pitbull Rescue, Inc. The organization is a volunteer-based 501(c)3 rescue and community outreach organization. Mr. Flatt and his organization have made a great impact in our community for many years. In October 2019 Paulding County was pleased to approve Mr. Flatt's application to rezone 46 acres to Agricultural for an Animal Care Facility.

Mr. Flatt has been working in our community for many years. He has been a great help to many, especially to our Animal Control Division. His organization has helped our Animal Control with emergency vet care and medication for the last ten-years. Mr. Flatt has also neutered over 7,500 animals in the last six-years free of charge for our community, and hosted a free vaccination clinic giving out 2,500 vaccines in just one day. His organization has run multiple pet food banks for families in need, and financed many medical procedures for pets of families in the community that would have otherwise had to euthanize or surrender their pets. These are just a few of his contributions to our community.

Just three-years ago Paulding County implemented the TNR Program to help citizens with feral cats. Mr. Flatt and his organization has assisted with helping to fund this program from its inception. I, along with the whole Board of Commissioners, do truly believe that Mr. Flatt and his organization has helped better our community and we are lucky to have the type of animal care facility he runs in Paulding County.

I encourage you to consider letting him be a part of your community; I hold Mr. Flatt in high regards and feel confident that his contributions will be of value to your citizens.

Sincerely,

David L. Carmichael, Chairman



Paulding County Board of Commissioners

Animal Control

779 Industrial Boulevard N. Dallas, GA 30132
770-445-1511 • fax 770-505-1368
www.paulding.gov

July 1, 2021

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

RE: Mr. Jason Flatt

Dear Board of Commissioners,

There are few whom I would recommend as highly as Jason Flatt. As the founder of Friends to the Forlorn Pit Bull Rescue (FTTF), Mr. Flatt has become a prominent voice for an under represented portion of the pet population. His rescue takes on dogs that no one else will consider. Not only has he improved the lives of every dog within his organization, but his generosity and support has had a far reaching effect on pets across Paulding County.

With his rescue, Jason Flatt not only saves the lives of dogs in municipal shelters across the metro Atlanta area, but he routinely works to improve the lives of community pets as well. Mr. Flatt has held free vaccine clinics and provided free spays/neuters, as well as contributed to the medical care of owned family pets. All of his efforts have had a positive ripple effect for Animal Control, with fewer owner surrenders and fewer unwanted litters.

While his community outreach is amazing, Jason Flatt has gone above and beyond to lend a hand, offer advice, and more to the Animal Control and shelter in Paulding County. Any time that we have asked for assistance with a sick animal, or had an outbreak in our shelter, he has immediately stepped up to help. Jason has ordered medication, syringes, supplies, etc. On multiple occasions, Mr. Flatt and his rescue have contributed greatly to help fund the county's Trap-Neuter-Release program. He has also helped stock our pet food pantry and even assisted in rescue transport not related to FTTF.

Mr. Flatt maintains a property in our county where some of the rescue's dogs live full time. In order to renew his license every year, our Animal Control Officers perform an onsite inspection of the premises. There has never been an issue that has needed to be addressed during these inspections. Also, we have no reported complaints against Mr. Flatt, his properties, or his dogs.

Jason Flatt is truly an asset to our community. Due to his personal efforts, and those of his rescue organization, Paulding County pets have benefitted greatly. Paulding County Animal Control truly considers him a friend and an ally.

There is no way to truly put into words how much we appreciate Jason Flatt and all that he has done for us. I know, without a doubt, that the amazing work that he does will follow him no matter where he goes.

Aileen Culberson

Facility Manager

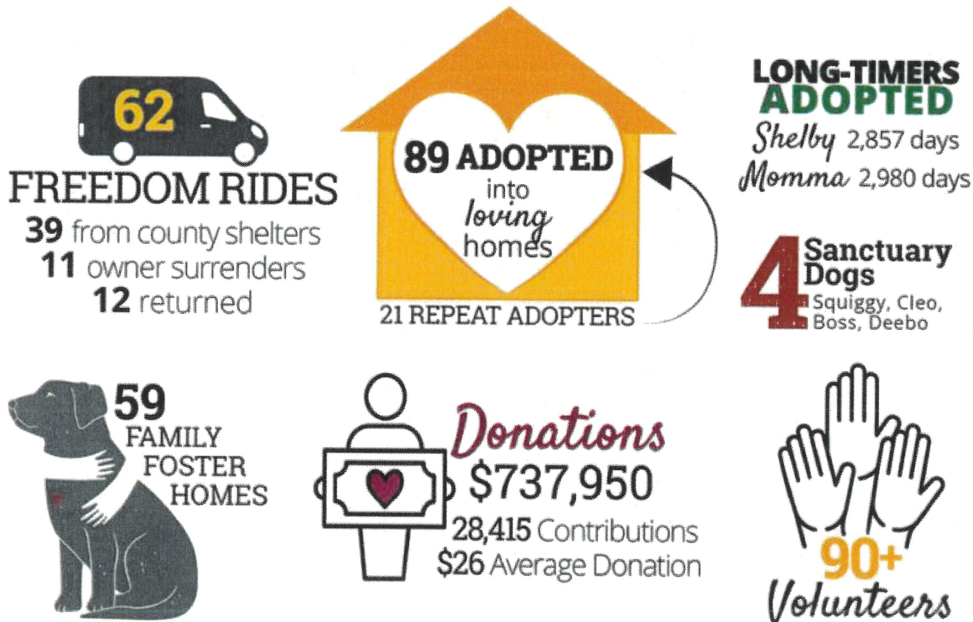
Paulding County Animal Control

779 Industrial Blvd N, Dallas, GA 30132

770-445-1511


aculberson@paulding.gov


FRIENDS TO THE FORLORN PITBULL RESCUE, INC. 2019 Annual Report



**SPAY & NEUTER
SURGERIES**
for our community
465 dogs
499 cats

Funded Paulding County
Feral Cat TNR Program 

Awarded 2nd Place
Fund the Shelters Challenge
\$256,768 in Prize Money
1,889 donations
\$118 average donation
Put **\$130,000** toward
Spay & Neuter Program
in Paulding County 

 **October 15, 2019**
Purchased 46-acre
property to be the future home
of Friends to the Forlorn

Capital Campaign
\$615,517 raised to date
18% to estimated goal
Target Break Ground: 2022 

REVENUE
\$814,328
91% Donations & Grants
4% Events & Merchandise Sales

EXPENSES
\$431,550
61% Program Animal Care
16% Spay & Neuter and Outreach

Board of Directors

Jason Flatt
President

Holly Nelson
Secretary

Lauriel Leonard
Capital Campaign
Fundraising

Emily Hite
Foster Support

Tina Drummond
Treasurer

Advisory Board

Dr. Clay Leathers, DVM

Brianne Peterson

Stacey Greenwald

Jordan Sutherlin

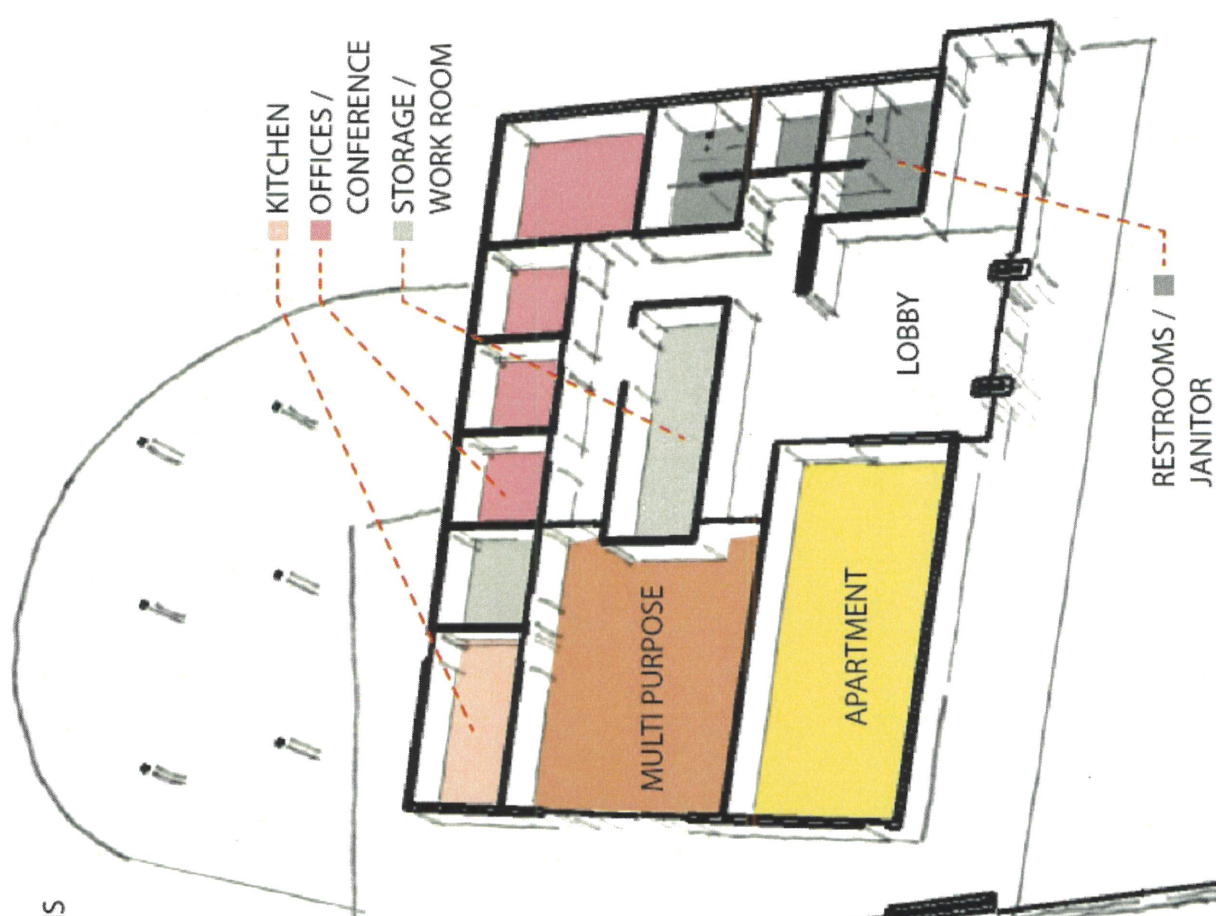
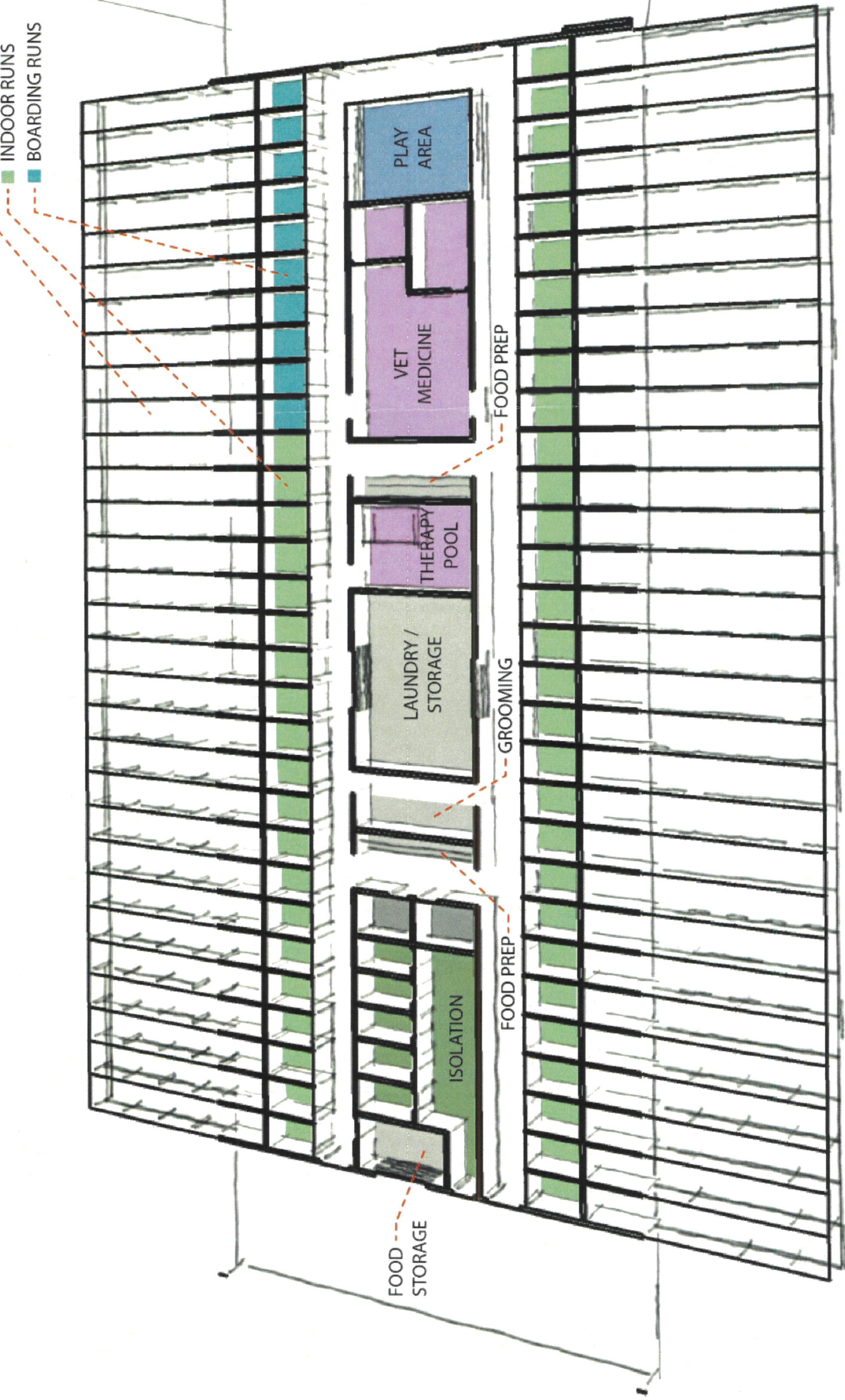
Bailey Higgins



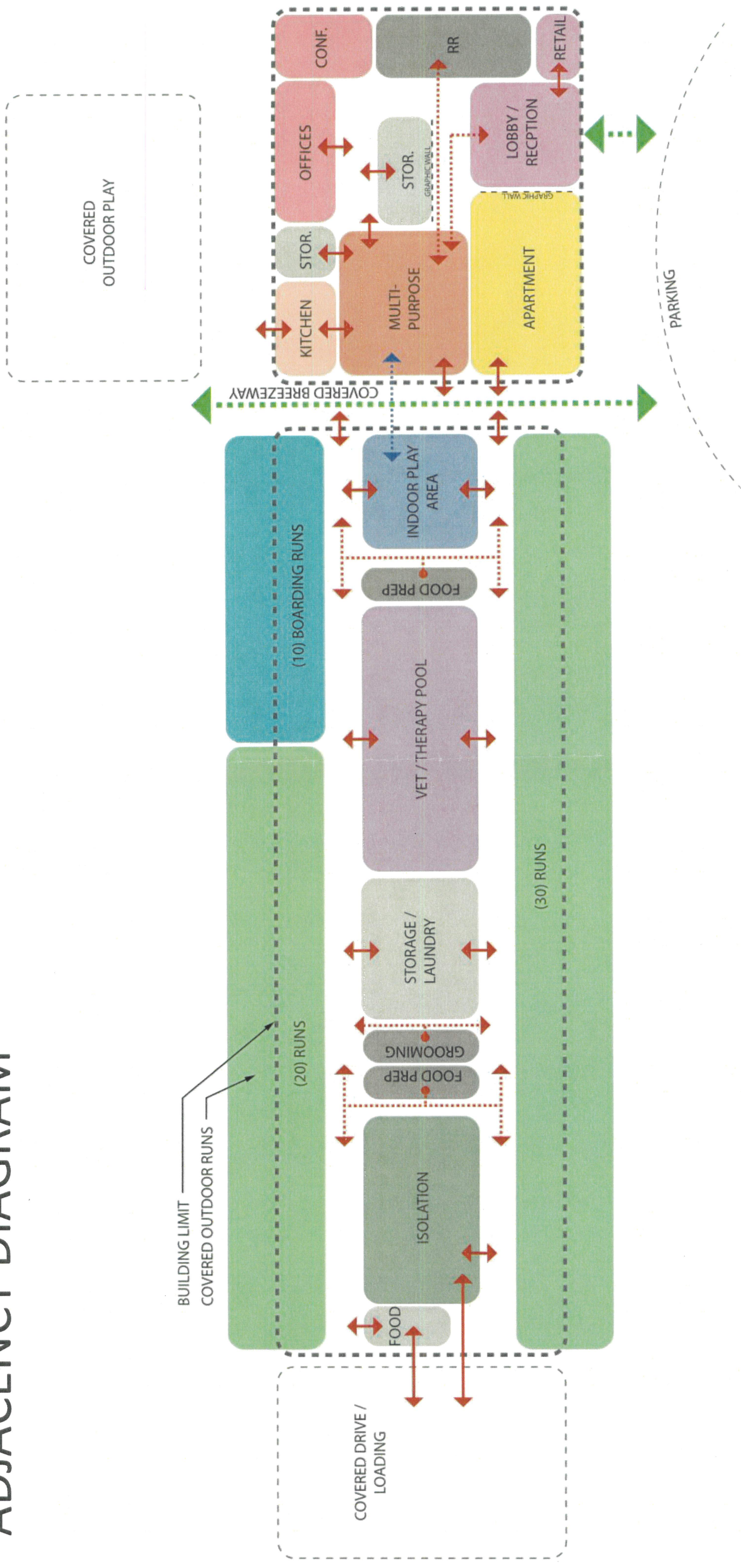
www.friendstotheforlorn.org

SCHEMATIC PLAN DIAGRAM

- OUTDOOR RUNS
- INDOOR RUNS
- BOARDING RUNS



ADJACENCY DIAGRAM



SCHEMATIC SITE PLAN - PHASE 4

- ① LOBBY / OFFICES / APARTMENT
- ② HALFWAY HOUSE / TREATMENT
- ③ OUTDOOR RUNS - PARTIALLY COVERED
- ④ COVERED BREEZEWAY
- ⑤ COVERED DROP-OFF
- ⑥ SHADED / COVERED OUTDOOR PLAY
- ⑦ PARK / OUTDOOR PLAY
- ⑧ NATURE / WALKING TRAIL
- ⑨ PARKING
- ⑩ ACCESS DRIVE
- ⑪ PASTURE
- ⑫ BARN (2,000 SF)
- ⑬ PERMANENT ACCESS DRIVE
- ⑭ EXPANSION OF DOG RUNS (6400 SF)
24 INDOOR / OUTDOOR RUNS
- ⑮ OPEN AIR PAVILION (800 SF)
- ⑯ EXPANSION OF MAIN BUILDING AND
VETERINARY SPECIALTIES (6800 SF)
- ⑰ ADDITIONAL BOARDING RUNS (2300 SF)
12 INDOOR / OUTDOOR RUNS
AND SUPPORT SPACE



Staff Recommendation (as proposed/modified)

1. The proposed use shall be limited to the submitted narrative, as amended, and site plan. The development shall occur in a phased manner as described herein:

a. The applicant shall work with the Hall County Planning Department to obtain the necessary permits to bring the existing structures into compliance with development regulations prior to the issuance of a business license for the rescue organization.

b. The proposed building expansion (the Shelter) shall not be permitted until after 13 years from the date of approval of the rezoning request. The final design and placement of the Shelter shall be subject to the review by the Planning Director, which may require a delay of approval by the Director should the Rescue be negligent with safety and security of the activities of the Rescue as evidenced by legitimate operational violations reported against the Rescue. Prior to obtaining a building permit for the future building, the Planning Director shall provide the Board of Commissioners with a report on the status of the rescue over the previous three years. Upon the receipt of this report the Board of Commissioners may have the ability to deny the building permit request if there has been a confirmed history of violations for the rescue organization.

2. Any suchThe proposed buildings shall appear residential in nature, with the architecture of the structure being consistent in character with those buildings already on the property. The building materials shall be reviewed and approved by the Planning Director prior to the issuance of the building permit, whose approval shall not be unreasonably withheld.

3. All dogs shall be kept inside/housed in the existing residence, or red barn, (Future) Kennel as described in applicant's amended narrative, (Future) Shelter building as described or inside the Cottages. There shall be no dogs left unsupervised in outdoor runs or kennels.

4. There shall be quiet hours on the property between 11:00pm – 6:00am where no outdoor activity shall occur, with the exception of emergency situations.

5. Any and all breeding activities, boarding, training, and any other animal-related business services beyond the scope of the rescue work as described in applicant's narrative shall be prohibited.

6. There shall be no special events occurring at the property without Board of Commissioners approval, as required by Hall County Business License regulations. The rescue may hold Quarterly events at the Property in support of the Rescue, including, but not limited to events that could be: an annual fundraiser, donor appreciation event; volunteer appreciation events; staff BBQ and other such events that would be ancillary to the operations of the Rescue, subject to Quiet Hours restrictions as referenced herein. Any such event that is informal and/or not advertised to the general public or supporters that would contain less than 30 people will not fall into this description.

7. Any future development of the property for the rescue use shall be subject to commercial development standards as required by state and local regulations. Additional accessory structures for the existing residential uses shall not be subject to these requirements so long as they are not to be utilized for uses associated with the rescue.

8. A stormwater management report shall be reviewed and approved by Hall County Engineering, with the results of that report being completed and inspected within one year of Board of Commissioner approval.

9. ~~A landscape plan shall be submitted and reviewed by the Planning Department showing a transitional~~
The rescue will meet with the County Arborist to best determine the location of additional trees to be
planted as a buffer along the driveway at the northern edge of the property.

10. All local and state licenses shall be obtained by the rescue.

11. All conditions of zoning shall be made part of any plats created for the development.

Laura Ogletree (Planning)

From: Emily McGahee (Environmental Health)
Sent: Tuesday, September 7, 2021 4:03 PM
To: Sarah McQuade (Planning); Laura Ogletree (Planning)
Cc: Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCPC Tentative Agenda 9.20.21

Please find Environmental Health comments below:

Item 1, 5450 Dogwood Lane, Legacy Construction: The proposed carport was approved by our department on July 13, 2021.

Items 2 and 3, 2633 Old Cornelia Hwy, Gillani: 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. An existing system evaluation and/or septic system installation/modification may be required.

Item 4, 5820 McEver Road, Walker: No comment. Development proposed to be served by public sewer.

Item 5, 5166/5154 Union Church Road, Atlas: No comment. Development proposed to be served by public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 6, 5473/5453 Will Wheeler, Pit Bull Rescue: 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, existing septic system evaluation, and septic system installation/modification may be required after review of business plan.

Emily McGahee
Hall County Environmental Health
Hall County Government Center – 3rd Floor
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973
(770) 531-6767 (fax)

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<http://www.hallcounty.org/devserv/environmental.asp> (County Website & Forms)



POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

SRIKANTH YAMALA
Director

BILL NASH, P.E.
Assistant Director

FRANKLIN P. MILLER, P.E.
County Engineer

Hall County Government

PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

MEMORANDUM

To: Sarah McQuade, Director of Planning and Development
From: Srikanth Yamala, Director of Public Works and Utilities
Date: September 7, 2021
Subject: September 20, 2021 Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 20, 2021 meeting. Upon review, we provide the following comments:

1. Application of Legacy Construction & Renovation for a right side yard setback variance from 10 feet to 4 feet on a 0.37± acre tract located on the north side of Dogwood Lane approximately 1,010 feet from its intersection with Beach Haven Drive; a.k.a. 5450 Dogwood Lane; Zoned R-I; Tax Parcel 08081 003004. Proposed Use: construct a carport. * Commission District 2.
 - a) **Engineering:** No Comment
 - b) **Traffic:** No Comment
 - c) **Utilities:** No Comment
2. Application of Bilal Gillani for a Use Subject to County Commission approval on 5.08± acre tract located on the west side of Old Cornelia Highway approximately 539 feet from its intersection with Shady Valley Road; a.k.a. 2633 Old Cornelia Highway; Zoned AR-III & AR-IV; Tax Parcel 15021B000050. Proposed Use: auto repair and used auto sales. ** Commission District 3.
 - a) **Engineering:** No Comment
 - b) **Traffic:** No parking permitted within the right-of-way of Old Cornelia Highway. Site signage must be off the right-of-way and must not block sight distance.
 - c) **Utilities:** No Comment



POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

SRIKANTH YAMALA
Director

BILL NASH, P.E.
Assistant Director

FRANKLIN P. MILLER, P.E.
County Engineer

Hall County Government

PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

3. Application of Bilal Gillani to rezone from Agricultural Residential-III (AR-III) & Agricultural Residential-IV (AR-IV) to Highway Business (H-B) on a 5.08± acre tract located on the west side of Old Cornelia Highway approximately 539 feet from its intersection with Shady Valley Road; a.k.a. 2633 Old Cornelia Highway; Zoned AR-III & AR-IV; Tax Parcel 15021B000050. Proposed Use: auto repair and used auto sales. ** Commission District 3.

- a) **Engineering:** No Comment
- b) **Traffic:** No parking permitted within the right-of-way of Old Cornelia Highway. Site signage must be off the right-of-way and must not block sight distance.
- c) **Utilities:** No Comment

4. Application of Casey Walker/CSC Properties, LLC to rezone from Agricultural Residential-III (AR-III) to Highway Business (H-B) on a 3.63± acre tract located on the north side of McEver Road at its intersection with Lights Ferry Road; a.k.a. 5820 McEver Road; Zoned AR-III; Tax Parcel 08119 000003(pt.). Proposed Use: gas station & convenience store. ** Commission District 1.

- a) **Engineering:** No Comment
- b) **Traffic:** Recommend requiring a left turn lane on McEver Road for both proposed driveways. Coordination required with Hall County Engineering related to proposed McEver Road and Lights Ferry Road improvement project. Site access redesign and additional right-of-way may be required.
- c) **Utilities:** (FB Sewer)

5. Application of Atlas Development to rezone from Agricultural Residential-III (AR-III) and Residential-I (R-I) to Planned Residential Development (PRD) on a 79.18± acre tract located on the west side of Union Church Road at its intersection with Union Circle; a.k.a. 5166 & 5154 Union Church Road; Zoned AR-III & R-I; Tax Parcels 15043 000059 & 000073. Proposed Use: 148 lot subdivision. ** Commission District 1.

- a) **Engineering:** Show Fema flood and Hall County Studied flood area
- b) **Traffic:** Based on the number of proposed lots, a traffic impact study is required.
Additional traffic comments: Proposed subdivision road must be a minimum of 200 feet from both Union Circle and Cash Road and meet sight distance requirements. Both left and right turn lanes on Union Church Road will be required per County Code 16.60.290.
- c) **Utilities:** (our sewer) might want to look at point of connection. Need sewer flows and availability letter. Need to provide sewer to next upstream property.



Hall County Government

PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

SRIKANTH YAMALA
Director

BILL NASH, P.E.
Assistant Director

FRANKLIN P. MILLER, P.E.
County Engineer

6. Application of Friends to the Forlorn Pitbull Rescue, Inc. to rezone from Agricultural Residential-IV (AR-IV) to Planned Residential Development (PRD) on a 38.399± acres on the west side of Will Wheeler Road approximately 397 feet from its intersection with Ben Lee Road; a.k.a. 5473 and 5453 Will Wheeler Road; Zoned AR-IV; Tax Parcels 11030 000030 and 11030 000032. Proposed Use: animal rescue with residential uses. *** Commission District 3.

a) Engineering: Site appears to be a commercial kennel. No permits have ever been issued to this site for the commercial site work. Permits were issued for electrical panels. This site is a commercial development and must address all stormwater issues. This site will require a stormwater management report since the site currently meets stormwater threshold for impervious surfaces and/or disturbed acreage. See attachments.

b) Traffic: No traffic comments.

c) Utilities: No comment







HALL COUNTY PLANNING DEPARTMENT

770-531-6809

ADDRESS AND ZONING VERIFICATION

CASE NUMBER: HPZ2019-01852

APPLICATION DATE	RECEIVED BY	APPROVED DATE	FEMA FLOOD	FUTURE FLOOD
7/3/2019	EGG	7/31/2019	N	N

CASE NAME

BRETT DOUGLAS HAYSE

SITE ADDRESS

5473 WILL WHEELER ROAD , MURRAYVILLE 30564

PARCEL NO

11030 000030

CONTACTS

Owner

BRETT DOUGLAS HAYSE 5473 WILL WHEELER ROAD MURRAYVILLE GA 30564

VERIFICATION TYPE

TYPE	DETAIL	HEIGHT (ft)	LENGTH (ft)	WIDTH (ft)	STRUCTURE (sqft)	WALL LENGTH (ft)	SIGN FACE (sqft)
ELECTRICAL	ELECTRICAL SERVICE TO OUTBUILDING		10.50	12.50			

PROPERTY DETAIL

		ZONING SETBACK (ft)		ACTUAL SETBACK (ft)			
PROPERTY TYPE:	RESIDENTIAL	FRONT:	40.00	FRONT:	0.00	FRONT 2:	0.00
ZONING:	AR-IV	SIDE:	15.00	SIDE:	88.00	SIDE 2:	0.00
		REAR:	25.00	REAR:	20.00	REAR 2:	0.00

OVERLAY DISTRICTS

DESCRIPTION

ELECTRICAL SERVICE TO EXISTING OUTBUILDINGS/KENNELS (15)

CONDITIONS / COMMENTS

BRETT HAYSE 855-999-4562
PLATBOOK 874 PAGE 479

OWNER ACKNOWLEDGES THE FOLLOWING:

THE KENNELS SHALL BE USED ONLY FOR THE KEEPING OF PERSONAL PETS AND NOT FOR COMMERCIAL ACTIVITY (INCLUDING ANIMALS KEPT FOR THE PURPOSE OF SALE, BOARDING, CARE, BREEDING OR TRAINING AND FOR WHICH ANY FEE IS CHARGED)
ALL FACILITIES UTILIZED IN ANY FUTURE COMMERCIAL OPERATIONS WILL BE SUBJECT TO STORM WATER REGULATIONS.

SIGNED

DATE

8/19/19

NOTICE

This zoning verification does not constitute final approval for the proposed use of this property as there may be additional ordinances or standards regulated by other departments or agencies.

Approved By

DATE

8/27/19

LAND SURVEYING AND PLANNING
9 GA #2995 & NO #4597
131 FARMHOUSE COURT
DANVER, GA 30034
OFFICE: 706.300.7176
WWW.LDP-PA.COM
509.519.0908.COM



Revision	Date	Description
1	05/27/2019	Final Date
2	06/11/2019	Final Date
3	06/11/2019	Final Date
4	06/11/2019	Final Date
5	06/11/2019	Final Date
6	06/11/2019	Final Date
7	06/11/2019	Final Date
8	06/11/2019	Final Date
9	06/11/2019	Final Date
10	06/11/2019	Final Date
11	06/11/2019	Final Date
12	06/11/2019	Final Date
13	06/11/2019	Final Date
14	06/11/2019	Final Date
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94	06/11/2019	Final Date
95	06/11/2019	Final Date
96	06/11/2019	Final Date
97	06/11/2019	Final Date
98	06/11/2019	Final Date
99	06/11/2019	Final Date
100	06/11/2019	Final Date



Hayse Plantation
As Shown on Map
Loc. 101-201-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1



HALL COUNTY PLANNING DEPARTMENT

770-531-8809

ADDRESS AND ZONING VERIFICATION

CASE NUMBER: HPZ2019-02885

APPLICATION DATE	RECEIVED BY	APPROVED DATE	FEMA FLOOD	FUTURE FLOOD			
11/6/2019	EGG	11/8/2019	N	N			
CASE NAME							
LAND DEVELOPMENT PROFESSIONALS							
SITE ADDRESS			PARCEL NO				
5453 WILL WHEELER ROAD, MURRAYVILLE 30564			11030 000032				
CONTACTS							
Applicant							
LAND DEVELOPMENT PROFESSIONALS							
Owner							
HAYSE PLANTATION, LLC 5473 WILL WHEELER ROAD MURRAYVILLE GA 30564							
VERIFICATION TYPE							
TYPE	DETAIL	HEIGHT (ft)	LENGTH (ft)	WIDTH (ft)	STRUCTURE (sqft)	WALL LENGTH (ft)	SIGN FACE (sqft)
BUILDING PERMIT	STORAGE BUILDING		120.00	60.00			
PROPERTY DETAIL							
PROPERTY TYPE:	RESIDENTIAL	ZONING SETBACK (ft)		ACTUAL SETBACK (ft)			
		FRONT:	40.00	FRONT:	0.00	FRONT 2:	0.00
ZONING:	AR-IV	SIDE:	15.00	SIDE:	17.00	SIDE 2:	0.00
		REAR:	25.00	REAR:	0.00	REAR 2:	0.00
OVERLAY DISTRICTS							
DESCRIPTION							
STORAGE BUILDING 60' X 120'							
CONDITIONS / COMMENTS							
RETROACTIVE PERMIT - WILL REQUIRE STRUCTURAL ENGINEER'S REPORT AND PENALTIES							
BRETT HAYSE 855-999-4582							
PLATBOOK 874 PAGE 479							
OWNER ACKNOWLEDGES THE FOLLOWING:							
THE STORAGE BUILDING SHALL BE USED ONLY FOR THE KEEPING OF PERSONAL PETS AND FOR RESIDENTIAL USE - NOT FOR							
COMMERCIAL ACTIVITY (INCLUDING ANIMALS KEPT FOR THE PURPOSE OF SALE, BOARDING, CARE, BREEDING OR TRAINING AND FOR							
WHICH ANY FEE IS CHARGED)							
ALL FACILITIES UTILIZED IN ANY FUTURE COMMERCIAL OPERATIONS WILL BE SUBJECT TO STORM WATER REGULATIONS.							
SIGNED		DATE 11-6-19					

NOTICE

This zoning verification does not constitute final approval for the proposed use of this property as there may be additional ordinances or standards regulated by other departments or agencies.

E. Gaudin
Approved By

11/8/19
DATE



AGENDA ITEM

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

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 518/2021

SUBJECT: Application of AK Chan to amend conditions of a previous rezoning on a 16.00± acre tract located on the east side of the intersection of Green Drive and Clarks Bridge Road; a.k.a. 0 Clarks Bridge Road; Zoned R-I; Tax Parcel 10156 000009. Proposed Use: 6-lot subdivision. Commission District 3.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: SM

Recommendation:

Approval, with conditions Conditions: 1. The original zoning conditions from 2006 rezoning approval shall not apply and the development standards submitted as part of this application shall take precedence. 2. Development will be limited to homes having no less than 2,200 square feet of heated floor space, with the exception of the existing residence on Lot 6/Outparcel. 3. The applicant shall coordinate with the Georgia Department of Transportation (GDOT) and Hall County Engineering to obtain the necessary driveway permits for access off Clarks Bridge Road and/or Green Drive. 4. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices." 5. A final plat shall be recorded before any building permit applications are submitted to Hall County. 6. All conditions of zoning shall be made part of any plat created for the subdivision.

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:

Submit	Approve	Budget	Finance
LO	SM	NB	NB
Attorney	Administration	Clerk	
VS	ZP	LR	

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Soil Map
Survey
2006 BOC Action Letter & Additional Exhibits
Environmental Health Comment
GDOT Comment
Public Works Comments



Hall County Government

PLANNING & DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

SARAH MCQUADE, AICP
Director

To: Richard Higgins, Chairman
Kathy Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

From: Sarah McQuade, Director

Date: September 27, 2021

Subject: Application of AK Chan to amend conditions of a previous rezoning

The request before you is the application of AK Chan to amend conditions of a previous rezoning for the purpose of reconfiguring the lot lines on a 6 lot subdivision. This item is located within Commission District 3.

At their September 7, 2021 meeting, the Hall County Planning Commission voted to recommend approval recommend approval (5-0) of this request with the following six (6) conditions:

1. *The original zoning conditions from 2006 rezoning approval shall not apply and the development standards submitted as part of this application shall take precedence.*
2. *Development will be limited to homes having no less than 2,200 square feet of heated floor space, with the exception of the existing residence on Lot 6/Outparcel.*
3. *The applicant shall coordinate with the Georgia Department of Transportation (GDOT) and Hall County Engineering to obtain the necessary driveway permits for access off Clarks Bridge Road and/or Green Drive.*
4. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:*
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
5. *A final plat shall be recorded before any building permit applications are submitted to Hall County.*

6. All conditions of zoning shall be made part of any plat created for the subdivision.

There were no public comments submitted in advance of the Planning Commission meeting and no one spoke in opposition or support of the request during the public hearing.

There have been no changes to the request since the Planning Commission took action.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant AK Chan

Request Amend conditions of zoning

Proposed Use 6-lot subdivision

Size 16.00± acres

Zoning R-I

Location On the east side of the intersection of Green Drive and Clarks Bridge Road; a.k.a. 0 Clarks Bridge Road; Tax Parcel 10156 000009

Commission District Three

County Commission Date October 14, 2021

Staff Recommendation **Approval, with conditions**

Planning Commission Recommendation – Approval, with conditions
Vote: 5-0 vote

Conditions

√	1. <i>The original zoning conditions from 2006 rezoning approval shall not apply and the development standards submitted as part of this application shall take precedence.</i>
√	2. <i>Development will be limited to homes having no less than 2,200 square feet of heated floor space, with the exception of the existing residence on Lot 6/Outparcel.</i>
√	3. <i>The applicant shall coordinate with the Georgia Department of Transportation (GDOT) and Hall County Engineering to obtain the necessary driveway permits for access off Clarks Bridge Road and/or Green Drive.</i>
√	4. <i>The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: “Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”</i>
√	5. <i>A final plat shall be recorded before any building permit applications are submitted to Hall County.</i>
√	6. <i>All conditions of zoning shall be made part of any plat created for the subdivision.</i>

√ **Applicant agrees with conditions.**

Applicant Proposal

The applicant is requesting to reconfigure a 16.00± acre tract into six (6) separate building lots; however, the proposed configuration differs significantly from a previous zoning request, which was conditioned to be developed in accordance with the submitted site plan. The applicant is proposing a reconfiguration of the six previously approved building lots to the following standards:

Tract	Area	Road Frontage	Lot Status
1	1.62 acres	255 feet (Clarks Bridge Road)	New
2	1.55 acres	327 feet (Clarks Bridge Road) 86.31 feet (Green Drive)	New
3	2.28 acres	89 feet (Green Drive)	New
4	2.46 acres	90 feet (Green Drive)	New
5	8.82 acres	278 feet (Green Drive)	New
Lot 6/Outparcel	1.00 acres	270 feet (Clarks Bridge Road)	Created by deed in 2019

The reconfigured lots will vary in size from 1.00 acres to 8.82 acres. Currently, the one (1) acre parcel contains the original home site and was established by deed in 2019 by the previous property owner. The current applicant is requesting to reconfigure the remaining five (5) building lots approved in 2006.

The applicant is requesting access to Clarks Bridge Road (SR 284) for Lot 1 on the site plan; all other lots will access Green Drive. The applicant is proposing no change to the minimum house size of 2,200 heated square feet. All lots meet the minimum road frontage requirements for both Clarks Bridge Road (150 feet) and Green Drive (50 feet).

History and Existing Land Uses

The subject property is 16.00± acres in size and zoned Residential-I (R-I). The property is undeveloped and wooded. A parcel measuring one (1) acre in size was established by deed in 2019; there does not appear to be a recorded plat for this property. That property is not included in this request. According to the survey submitted with the application, there are two streams that cross the property and join near the southern boundary, as well as overhead power lines and assumed associated easements that cross the northern portion.

In May of 2006, the rezoning request from Agricultural-Residential-III (AR-III) to Residential-I (R-I) by Mr. Tom Clark was approved with five (5) conditions for a six (6) lot subdivision. These conditions included:

1. Development shall be limited to six lots as shown on the concept plan and descriptive narrative submitted.
2. Access shall be restricted as follows: Lot 5 must be accessed from Green Drive, not via SR 284. Lots 3 and 4 must share a common driveway that may be up to 18 feet wide. Lots 1 and 2 may have single drives for each lot.
3. Development will be limited to homes having no less than 2,200 square feet of heated floor space, with the exception of the existing residence on Lot 2.
4. Any future subdivision of the tract containing 12.59± acres shall be subject to the minimum house size of 2,200 square feet of heated floor space.

5. All conditions of zoning shall appear on any plats created for the subdivision.

The surrounding properties are also zoned AR-III and are a mix of undeveloped and developed with residential and agricultural uses. The subdivision known as Berkshire Ridge is located across Clarks Bridge Road from the subject property; the subdivision is zoned R-I.

Comprehensive Plan Land Use Designation

The Comprehensive Plan's future land use designation for the subject parcel is "Residential." This land use category is characterized by moderate-density residential development and neighborhoods. Street networks are defined by curvilinear streets and green space is largely provided on individual lots but neighborhood open space and/or park amenities may also be provided. Pedestrian connectivity is moderate, where sidewalks may be internal to a neighborhood but may not currently connect nearby parks and schools.

The request is consistent with the Comprehensive Plan.

Development Support and Constraints

Hall County Environmental Health

In an email dated August 16, 2021 Emily McGahee stated, "All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Environmental Health reviewed this proposed subdivision and provided comments to the surveyor on 6.17.21."

Hall County Fire Services

The subject parcel is located approximately 0.9 miles from Hall County Fire Station #15, located at 4219 Autry Spur. There are two fire hydrants located across from the subject property along Clarks Bridge Road.

Hall County Public Works and Utilities

In a memorandum dated August 19, 2021, Srikanth Yamala, Director of Public Works and Utilities, stated the following:

Engineering

Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than six.

Traffic Engineering

We recommend the following:

1. It appears that lot #2 cannot meet driveway requirements to access Green Drive, therefore, we recommend that lot #2 access be on Clarks Bridge Road (State Route 284) and the Green Drive frontage for lot #2 be access restricted.
2. Lots 3, 4, and 5 should have a minimum of 50 feet of frontage along Green Drive.
3. Driveways along Green Drive must meet Hall County driveway regulations including sight distance requirements.
4. Driveways along Clarks Bridge Road (SR284) must be permitted and approved through the Georgia Department of Transportation (GDOT).

Utilities

No comment

Gainesville Water Resources

Hall County GIS shows that public water is available to the subject property along Clarks Bridge Road.

Georgia Department of Transportation

In an email dated August 13, 2021, Jonathan Peevy, Assistant District Traffic Engineer, for the GDOT District 1, confirmed that this project will require GDOT coordination.

Zoning Analysis

- The proposed use request is consistent with the Comprehensive Plan, as all proposed lots meet the character described within the “Residential” land use designation.
- The previous zoning action associated with the property requires Board of Commissioner approval to reconfigure the lots as proposed.
- Per §17.240.010, the minimum lot size for lots within AR-IV zoning district shall be at least 1.0 acres in size where public water is available and 1.5 acres where property is served by a well.
 - All proposed tracts meet these standards.
- §17.240.010 of the Official Code of Hall County requires that lots within AR-IV zoning districts to have a minimum 150 feet of lot frontage when along collector and arterial roads, and 50 feet of when along local roadways.
 - Clarks Bridge Road is classified as an arterial road according to GDOT which requires 150 feet of road frontage; Green Drive is classified as a local road.
 - All lots proposed meet these standards.
- Hall County’s Traffic Engineer recommends that both Lots 1 and 2 access the lots from Clarks Bridge Road based on the proposed configuration; GDOT shall permit these driveways. Lots 3, 4, and 5 shall access from Green Drive; Hall County driveway regulations must be met.

Staff Recommendation

Staff recommends **approval** of the applicant’s request with the following conditions:

1. The original zoning conditions from 2006 rezoning approval shall not apply and the development standards submitted as part of this application shall take precedence.
2. Development will be limited to homes having no less than 2,200 square feet of heated floor space, with the exception of the existing residence on Lot 6/Outparcel.
3. Lots 1 and 2 shall access only from Clarks Bridge Road. The applicant shall coordinate with the Georgia Department of Transportation (GDOT) to obtain the necessary permits.
4. Lots 3, 4, and 5 shall access only from Green Drive, and driveways shall be permitted by Hall County.
5. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides,

and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”

6. A final plat shall be recorded before any building permit applications are submitted to Hall County.
7. All conditions of zoning shall be made part of any plat created for the subdivision.

Excerpts from the minutes of the meeting of September 7, 2021

Applicant's Presentation:

Sarah McQuade, Planning Director, presented a summary of the request.

Don Westmoreland, 3191 Clarks Bridge Road, Gainesville, presented the request. Mr. Hunt asked if Mr. Westmoreland had read the staff recommendations. Mr. Westmoreland stated he had not. He stated that one driveway would be on Clarks Bridge Road and one on Green Road. Mr. Hunt stated that the county is not allowing a driveway on Green Road for lot 2. Mr. Westmoreland questioned why this was. Mr. Braswell stated that lot 2, did not have the distance required for a driveway to be located on Green Road. Mr. Westmoreland stated he could shift where the driveway was so the access could be from Green Road. Ms. McQuade stated that the driveway location would be discussed during plat and plan review and if engineering wanted to modify it, they could discuss doing it then. Mr. Westmoreland stated that he was fine placing the driveway on either road. Mr. Braswell stated that they could conditions the applicant to speak with Traffic Engineering prior to any permits. Mr. Westmoreland stated that the houses would be craftsman's style, two story homes.

Public Forum:

No one spoke in favor or opposition of the request.

Motion: ***Mr. Hunt made a motion to recommend approval, with conditions for the request, with a second from Mr. Bell and the motion passed by a 5-0 vote.***

Conditions:

1. *The original zoning conditions from 2006 rezoning approval shall not apply and the development standards submitted as part of this application shall take precedence.*
2. *Development will be limited to homes having no less than 2,200 square feet of heated floor space, with the exception of the existing residence on Lot 6/Outparcel.*
3. *The applicant shall coordinate with the Georgia Department of Transportation (GDOT) and Hall County Engineering to obtain the necessary driveway permits for access off Clarks Bridge Road and/or Green Drive.*
4. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:*
“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”
5. *A final plat shall be recorded before any building permit applications are submitted to Hall County.*
6. *All conditions of zoning shall be made part of any plat created for the subdivision.*

20N2021-00078

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS PO BOX 1435 GAINESVILLE GA 30503
1 770-531-5809 1 770-531-3902



CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

AK CHAN
2415 OLD CORNELIA HWY
GAINESVILLE, GA 30507

Phone 770.540.4956Email Address rabbihowncat@yahoo.comProposed Use RESIDENTIAL

Property Owner (Name & Mailing Address)

Li, CHAO LI
2415 OLD CORNELIA HWY
GAINESVILLE, GA 30507

Phone 770.540.4956Email Address mayjune63@gmail.comAmend zoning conditions of 6-lot s/d

Contact Person (Name & Mailing Address)

PAT CANADAY
4066 HOLLY SPRINGS RD.
BILLSVILLE, GA 30543

Phone 678.630.2037Email Address clarkcanaday2@gmail.comTax Parcel Number 10150 000009Acreage 16.74Location Address CLARKS BRIDGE 1 GREEN DR. - 3850 CLARKS BRIDGE RD.

I hereby certify that the above information and all attached information are true and correct.

Sign [Signature]Date: 3/26/2021

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: 7/26/21Taken by [Signature]Tentative Planning Commission Date: 9/7/21Tentative County Commission Date: 10/14/21County Commission District: 3

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504
MAILING ADDRESS PO BOX 1435, GAINESVILLE, GA 30503
T 770-531-6809 / F 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Li, CHAD Li
Address 2415 OLD CORNELIA HWY
GAINESVILLE, GA 30507
Phone Number 770.540.4956

Name of applicant(s) AK CHAN
Address 2415 OLD CORNELIA HWY
GAINESVILLE, GA 30507
Phone Number 770.540.4956

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)

[Signature]

SIGN HERE

Personally appeared before me

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

[Signature]
Notary Public

3/29-2021
Date

Adriana Campos
NOTARY PUBLIC
Hall County, GEORGIA
My Commission Expires 01/22/2023

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504
MAILING ADDRESS PO BOX 1435, GAINESVILLE GA 30503
T 770-531-6809 F 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not 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: Li, CHAO, LI

Date: 3/26/2021

Applicant's/Owner's Name (Printed): LI, CHAO, LI

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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- (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: Li, CHAO LI  Date: 3/26/2021

Applicant's/Owner's Name (Printed): Li, CHAO LI

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.
2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.
3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign and ensure that it remains in place during the entire zoning proceeding. **A photo of the sign placed at the location is required and must be sent to the Planning Department.**

If it is determined at any time during the zoning proceeding that the sign has not been properly posted on the site, the Board must table or delay the request.

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.

The sign must remain posted during the entire proceeding. Should you find the sign missing or vandalized in any manner, contact the Planning Department. 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 July 23, 2021 AND NO LATER THAN Aug. 23, 2021.

THE ORIGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN Aug. 23, 2021 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, PATRICK CANADAY, hereby acknowledge that I have

Please Print Name

read and understand the sign posting requirements. I further certify that the required

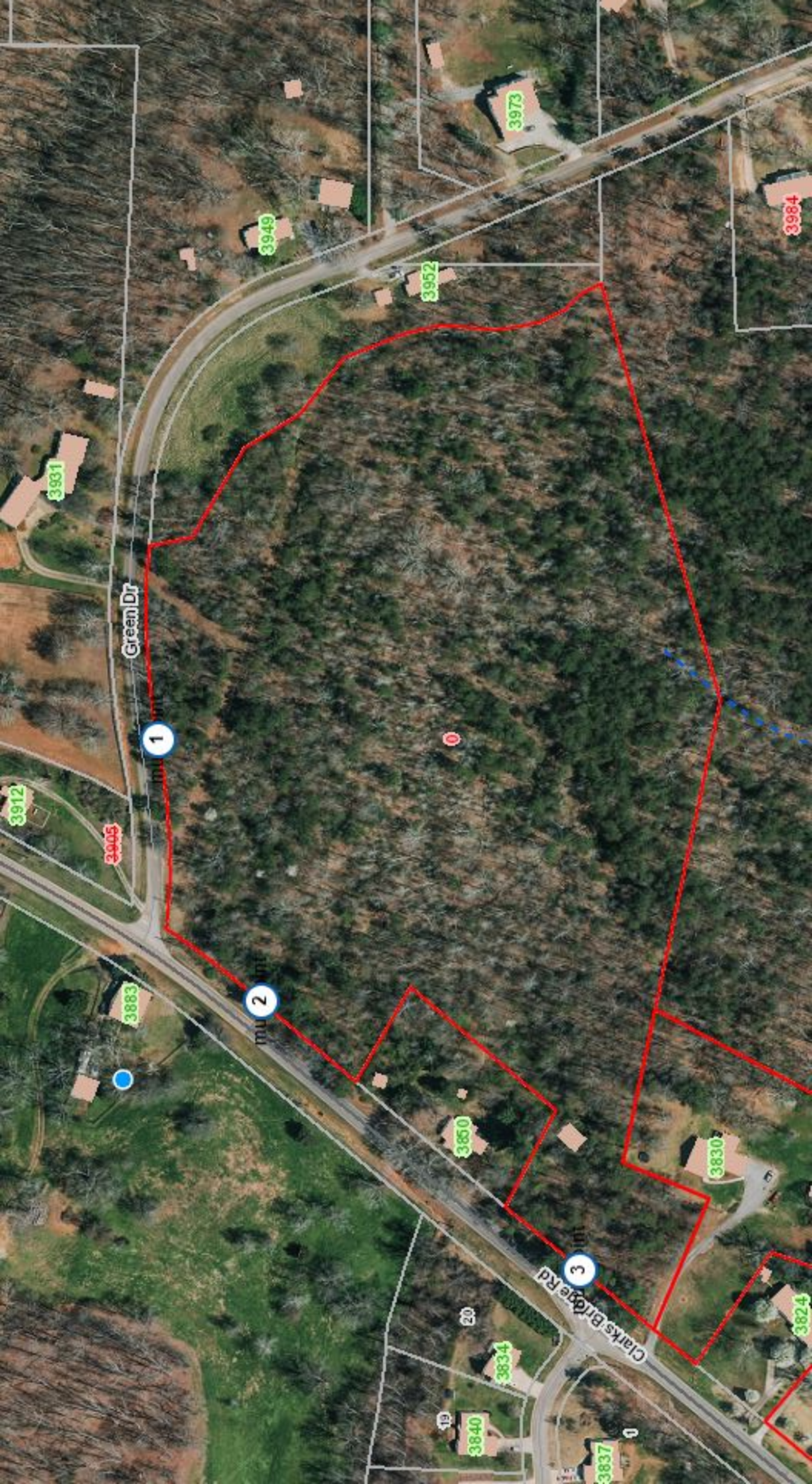
public notice sign was posted on 8/2/21 for A K CHAN

Date

(Name application filed as)

Signature P-C-S

(The original document is required)



ZONING NOTICE
AN APPLICATION HAS BEEN RECEIVED FROM THE APPLICANT IN REGARD TO
THE ZONING REGULATIONS APPLICABLE TO THIS PROPERTY.
APPLICANT: **A K CHAN**
REQUEST: **AMEND ZONING CONDITIONS
OF EXISTING SUBDIVISION**
PUBLIC HEARING DATE: **TO BE DETERMINED**
Date: **SEPT 14, 2024** AND Date: **OCT 14, 2024**
Time: **5:15 PM** Time: **6:00 PM**
FOR MORE INFORMATION, CALL THE ZONING OFFICE



ZOOLOGICAL VOICE
AN 800-833-8333
A & C COMPANY OF
AMERICAN ZOOLOGICAL
AND ANTHROPOLOGICAL
SOCIETY
AND THE
ZOOLOGICAL SOCIETY OF
AMERICA



NARRATIVE:

Proposal to Amend Current Zoning Conditions
3850 Clarks Bridge Road / S.R. 284
Parcel Numbers: 10156 000009 & 10156 000093

According to a letter dated May 31, 2006, addressed to Mr. Tom Clark the subject property was rezoned from AR-III to R-I with conditions as shown on exhibit "C". In 2019 a 1-acre portion of the subject property with an existing dwelling was deeded off as shown on exhibit "A" & "B". The transfer of the 1-acre parcel conflicts with the lot concept plan from the 2006 re-zoning (Exhibit "A"). Therefore, the current owner wishes to amend the conditions as follows:

In reference to the conditions shown on Exhibit "C"

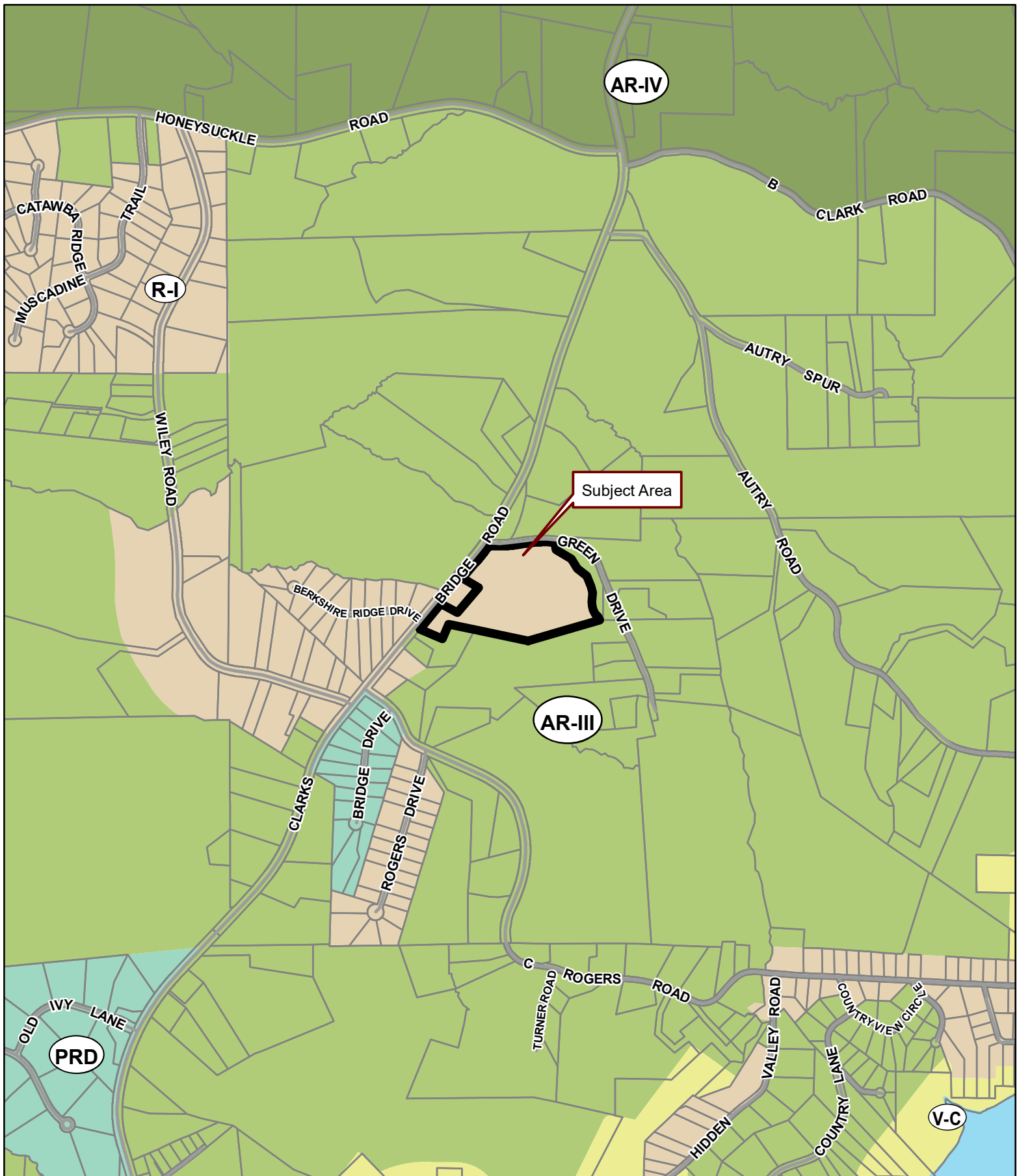
- 1.) The number of lots are proposed to remain the same. 5 amended lots according to the current concept plan shown on Exhibit "B". 6 total lots including the 2019 1-acre cut out.
- 2.) It is proposed that Lot 1 will be the only lot with access to S.R. 284. The 2019 1-acre cut out currently has access to S.R. 284.
- 3.) No request to amend Condition #3.
- 4.) The future development shown on the 2006 concept plat is now part of Lots 3, 4, & 5 according to the proposed concept plan.
- 5.) No request to amend Condition #5.

Exhibits "A", "B", and "C" are attached for reference.

Respectfully,



Pat Canada, RLS



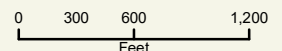
Applicant: AK CHAN

Tax Parcel #: 10156 000009

Location: 0 CLARKS BRIDGE ROAD, GAINESVILLE, GA 30506

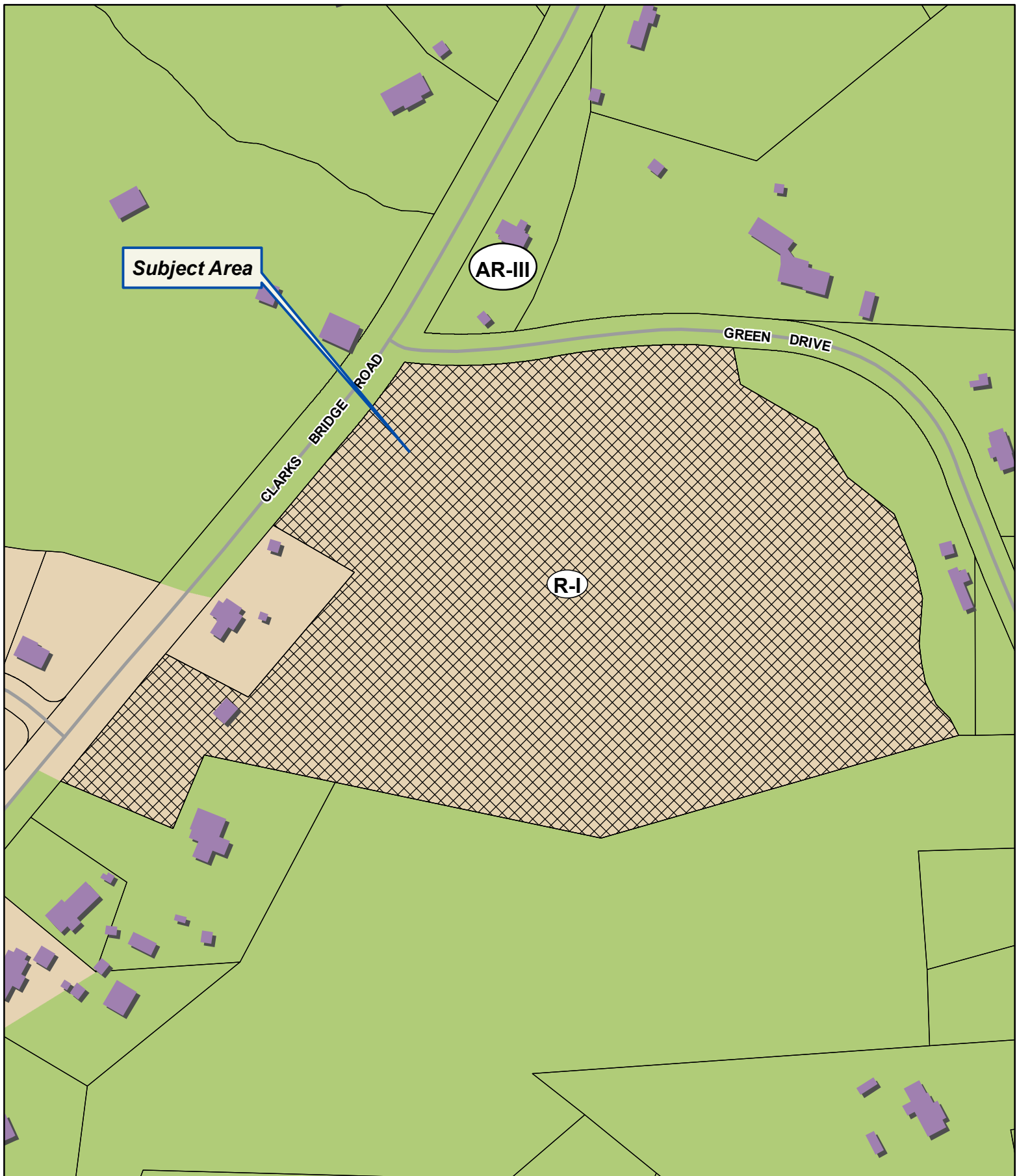
Commission District 3

PC Mtg. Date: 09/07/2021



- Zoning Boundary
- ▭ City Limits
- ▭ Subject Area
- ▭ Structure





Applicant: AK CHAN

Tax Parcel #: 10156 000009

Location: 0 CLARKS BRIDGE ROAD, GAINESVILLE, GA 30506

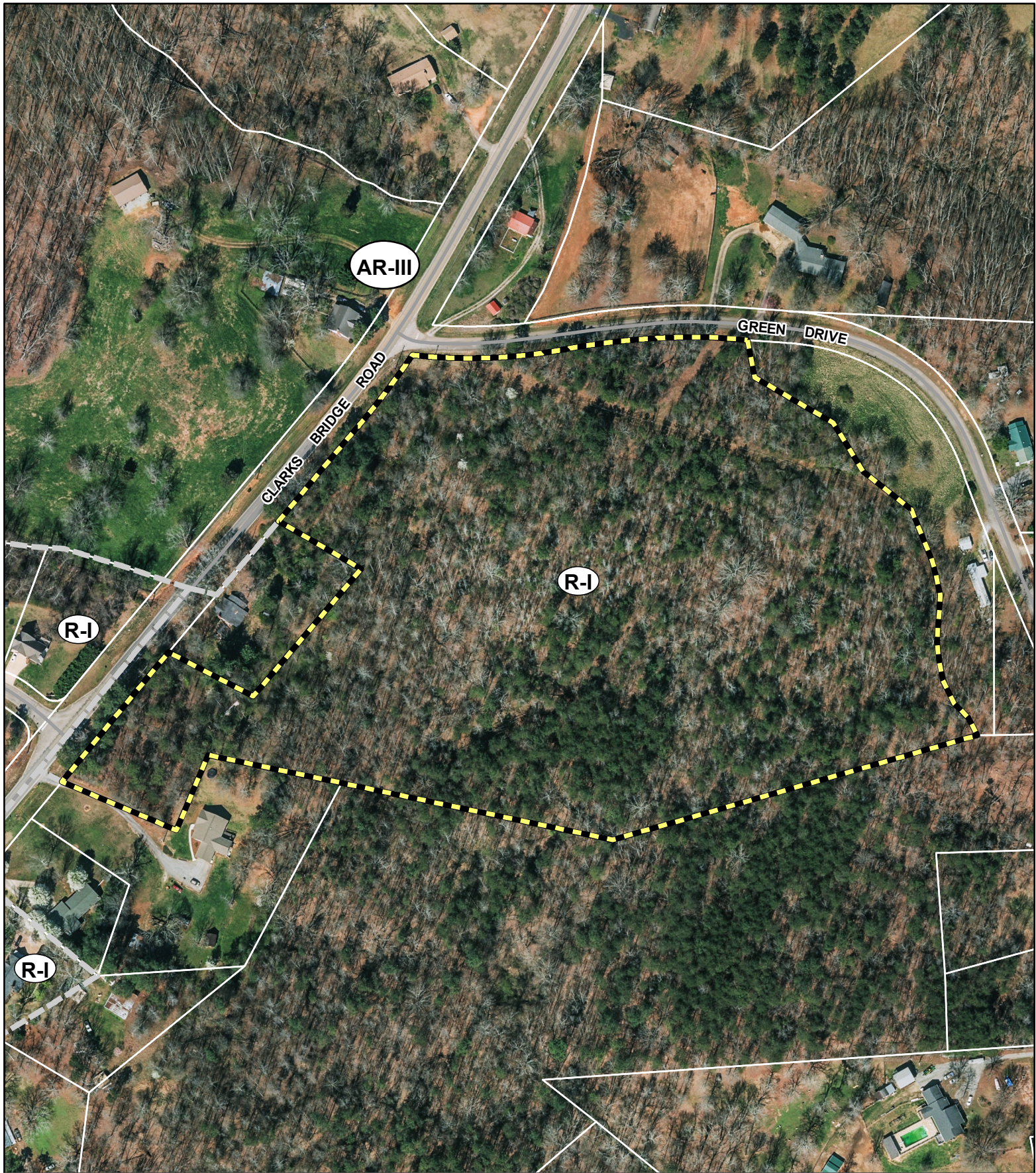
Commission District 3

PC Mtg. Date: 09/07/2021

0 50 100 200
Feet

- Zoning Boundary
- City Limits
- ▨ Subject Area
- Structure





Applicant: AK CHAN

Tax Parcel #: 10156 000009

Location: 0 CLARKS BRIDGE ROAD, GAINESVILLE, GA 30506

Commission District 3

PC Mtg. Date: 09/07/2021

0 50 100 200
Feet

— Zoning Boundary

City Limits

Subject Area



2019.1 ACRE CUT OUT



SKETCH PLAN FOR
TOM CLARK

HALL COUNTY GOVERNMENT BOARD OF COMMISSIONERS

May 31, 2006

Mr. Tom Clark
6262 Claude Parks Road
Murrayville, GA 30564

Dear Mr. Clark:

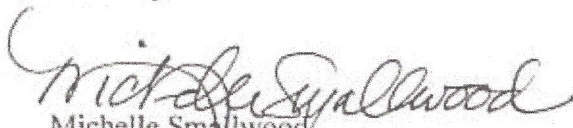
Please be advised that in its meeting of May 25, 2006, the Hall County Board of Commissioners voted to approve with conditions, your application to rezone from AR-III to R-I, a 17.73± acre tract located on the east side of Clarks Bridge Road at its intersection with Green Drive; a.k.a. 3850 Clarks Bridge Road; Tax Parcel 10156 000009. Proposed Use: 6 lot subdivision. Commission District 3.

The following conditions apply:

1. Development shall be limited to six lots as shown on the concept plan and descriptive narrative submitted. **CONCEPT PLAN AMENDED.**
2. Access shall be restricted as follows: Lot 5 must be accessed from Green Drive, not via SR 284. Lots 3 and 4 must share a common driveway that may be up to 18 feet wide. Lots 1 and 2 may have single drives for each lot. **LOT 1 WILL ACCESS SR 284**
3. Development will be limited to homes having no less than 2,200 square feet of heated floor space, with the exception of the existing residence on Lot 2. **SAME**
4. Any future subdivision of the tract containing 12.59± acres shall be subject to the minimum house size of 2,200 square feet of heated floor space. **NOW SHOWN AS LOT 5.**
5. All conditions of zoning shall appear on any plats created for the subdivision.

If you have any questions or concerns regarding the above, please contact me. Best regards.

Sincerely,


Michelle Smallwood
Commission Clerk

cc: Mr. Alvin Gibson
P O Box 3013
Gainesville, GA 30503

Planning & Zoning
Building Inspection
Tax Commissioner

Public Works & Utilities
Business License
Tax Assessor



POST OFFICE BOX 1435
GAINESVILLE, GEORGIA 30503
(770) 535-6288
FAX (770) 531-3972

TOM OLIVER
CHAIRMAN

DEBORAH LYNN, DISTRICT 1
BILLY POWELL, DISTRICT 2
STEVE GAILEY, DISTRICT 3
DEBORAH K. MACK, DISTRICT 4

JIM SHULER
COUNTY ADMINISTRATOR

PHIL SUTTON
ASSISTANT COUNTY
ADMINISTRATOR

MICHELLE SMALLWOOD
COMMISSION CLERK

JESSICA YORK
EXECUTIVE ASSISTANT

Laura Ogletree (Planning)

From: Emily McGahee (Environmental Health)
Sent: Monday, August 16, 2021 10:32 AM
To: Sarah McQuade (Planning); Laura Ogletree (Planning)
Cc: Beth Garmon (Planning); Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCPC Tentative Agenda 9.7.21

Please find Environmental Health comments below:

Item 1, 2522 Lee Land Road, Roberts: Subdivision development with on-site sewage management systems cannot be approved as sewer is projected to be available to the property per attached letter from City of Gainesville.

Item 2, 3504 Coker Road, Bailey: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Items 3-8, 2833 Pierce Road, Intown Home Builders: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 9, 3567 Duckett Mill Road, Rowland: Must meet all Environmental Health residential septic system permitting requirements. Further determination will be made at time of permit application. At a minimum, the following will be required at time of permit application: recorded plat, soil evaluation(s), and site plan. Additional items may be required after application review.

Item 10, 7404 Lula Road, Invest NH: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 11, 0 Clarks Bridge Road, Chan: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Environmental Health reviewed this proposed subdivision and provided comments to the surveyor on 6.17.21.

Item 12, 3805/3809/3890/3886 Watson Circle, Morrissey: 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. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Emily McGahee
Hall County Environmental Health
Hall County Government Center – 3rd Floor
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973
(770) 531-6767 (fax)

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<http://www.hallcounty.org/devserv/environmental.asp> (County Website & Forms)

Laura Ogletree (Planning)

From: Peevy, Jonathan <jpeevy@dot.ga.gov>
Sent: Friday, August 13, 2021 10:53 AM
To: Laura Ogletree (Planning)
Cc: Dykes, Jason; Niebauer, Parker J
Subject: RE: September 7, 2021 Planning Tentative Agenda

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 Laura,
Comments below in red.

Jonathan Peevy, P.E.
Assistant District Traffic Engineer



District 1 Traffic Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8276 office

From: Laura Ogletree (Planning) <logletree@hallcounty.org>
Sent: Friday, August 13, 2021 9:39 AM
To: Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Bill Nash (Public Works) <bnash@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chris Braswell (Planning) <cbraswell@hallcounty.org>; Christopher Armstrong (Fire Services) <carmstrong@hallcounty.org>; Beth Garmon (Planning) <egarmon@hallcounty.org>; Erika Vargas (Real Property) <evargas@hallcounty.org>; Frank Miller (Engineering) <fmiller@hallcounty.org>; Dykes, Jason <jdykes@dot.ga.gov>; Jason Skarda (Engineering) <jskarda@hallcounty.org>; Jeremy Wills <jeremy.wills@gainesville.org>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Peevy, Jonathan <jpeevy@dot.ga.gov>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Lamar Carver (Building Inspection) <lcarver@hallcounty.org>; Matt Cox <matt.cox@hallco.org>; Mike Little (Parks and Leisure) <mlittle@hallcounty.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; nswofford@gainesville.org; Pam Cravero <pam.cravero@hallco.org>; Rich Atkinson <rich@flowerybranchga.org>; Scott Puckett <spuckett@hallcounty.org>; Sarah McQuade (Planning) <smcquade@hallcounty.org>; Srikanth Yamala (Public Works) <syamala@hallcounty.org>; Stephen Cain <troy.s.cain@usace.army.mil>; Steve Watson (Real Property) <rswatson@hallcounty.org>; Susan Rector (Business License) <srector@hallcounty.org>; Tammie Croy (Engineering) <tcroy@hallcounty.org>; Wanda Sutton (Engineering) <wsutton@hallcounty.org>; Will Schofield <will.schofield@hallco.org>
Subject: September 7, 2021 Planning Tentative Agenda

Good morning –

Here is the Tentative Agenda and Maps for the **Tuesday, September 7, 2021** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Thursday, August 19th**. Email comments to Sarah (smcquade@hallcounty.org) and Laura (logletree@hallcounty.org).

Thank you!

CALL TO ORDER

APPROVAL OF MINUTES- August 16, 2021

OLD BUSINESS

1. [Previously tabled application of John Roberts to rezone from Agricultural Residential-III \(AR-III\) to Planned Residential Development \(PRD\) on a 38.85± acre tract located on the north side of Lee Land Road, at its intersection with Webb Girth Road; a.k.a. 2522 Lee Land Road, Zoned AR-III; Tax Parcel 15030 000027A. Proposed Use: 160 unit townhome development. ** Commission District 4.](#)
2. Previously tabled application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 10.00± acre tract located on the west side of Coker Road approximately 840 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131(pt.). Proposed Use: 10 lot subdivision. ** Commission District 3.

- Applicant has requested to table this request to a date to be determined.
3. [Previously tabled application of Intown Home Builders for a Use Subject to County Commission approval on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. ** Commission District 3.](#)

NEW BUSINESS

4. [Application of Intown Home Builders to vary the road frontage requirements on lot 1 of a proposed 6-lot subdivision from 150 feet to 75 feet on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. * Commission District 3.](#)
No Gdot coordination required.
5. [Application of Intown Home Builders to vary the road frontage requirements on lot 2 of a proposed 6-lot subdivision from 150 feet to 75 feet on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. * Commission District 3.](#)
No Gdot coordination required.
6. [Application of Intown Home Builders to vary the road frontage requirements on lot 3 of a proposed 6-lot subdivision from 150 feet to 75 feet on a 8.00± acre tract located on the west side of Pierce Road approximately](#)

2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. * Commission District 3.

No Gdot coordination required.

7. Application of Intown Home Builders to vary the road frontage requirements on lot 4 of a proposed 6-lot subdivision from 150 feet to 75 feet on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. * Commission District 3.

No Gdot coordination required.

8. Application of Intown Home Builders to vary the road frontage requirements on lot 5 of a proposed 6-lot subdivision from 150 feet to 75 feet on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. * Commission District 3.

No Gdot coordination required.

9. Application of Randy Rowland for a front yard setback variance from 40 feet to 30 feet on a 1.00± acre tract located on the east side of Duckett Mill Road approximately 269 feet from its intersection with Hampton Court; a.k.a. 3567 Duckett Mill Road; Zoned AR-III & V-C; Tax Parcel 10044 000091. Proposed Use: construct a residence. * Commission District 2.

No Gdot coordination required.

10. Application of Invest NH, LLC for a Use Subject to County Commission approval on a 6.75± acre tract located on the east side of Lula Road at its intersection with Glade Farm Road; a.k.a. 7404 Lula Road; Zoned AR-IV; Tax Parcel 12115 000005(pt.). Proposed Use: 6-lot subdivision. Commission District 3.

GDOT coordination required.

11. Application of AK Chan to amend conditions of a previous rezoning on a 16.00± acre tract located on the east side of the intersection of Green Drive and Clarks Bridge Road; a.k.a. 0 Clarks Bridge Road; Zoned R-I; Tax Parcel 10156 000009. Proposed Use: 6-lot subdivision ** Commission District 3.

GDOT coordination required.

12. Application of Patrick Morrisey to rezone from Agricultural Residential-III (AR-III) to Highway Business (H-B) on a 0.52± acre tract located on the south side of Watson Circle approximately 408 feet from its intersection with Browns Bridge Road; a.k.a. 3805, 3809, 3890 & 3886 Watson Circle; Zoned AR-III; Tax Parcels 08039 003012, 003013, 003014, and 003015. Proposed Use: outdoor storage of inventory items. ** Commission District 2.

GDOT coordination required.

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, October 14, 2021** 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, October 14, 2021. 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.

Laura Ogletree
Planning Commission Clerk
Hall County Government

2875 Browns Bridge Road, Gainesville, GA 30504
(770) 531-6810 | www.hallcounty.org



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SRIKANTH YAMALA
Director

BILL NASH, P.E.
Assistant Director

FRANKLIN P. MILLER, P.E.
County Engineer

Hall County Government

PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

MEMORANDUM

To: Sarah McQuade, Director of Planning and Development
From: Srikanth Yamala, Director of Public Works and Utilities
Date: August 19, 2021
Subject: September 7, 2021 Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 7, 2021 meeting. Upon review, we provide the following comments:

1. Previously tabled application of John Roberts to rezone from Agricultural Residential-III (AR-III) to Planned Residential Development (PRD) on a 38.85± acre tract located on the north side of Lee Land Road, at its intersection with Webb Girth Road; a.k.a. 2522 Lee Land Road, Zoned AR-III; Tax Parcel 15030 000027A. Proposed Use: 160 unit townhome development. ** Commission District 4.

- a) **Engineering:** Show buffers on creeks.
- b) **Traffic:** Traffic impact study required prior to providing traffic comments.
- c) **Utilities:** No Comment

2. Previously tabled application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 10.00± acre tract located on the west side of Coker Road approximately 840 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131(pt.). Proposed Use: 10 lot subdivision. ** Commission District 3.

- Applicant has requested to table this request to a date to be determined.

- a) **Engineering:** Previous Comments Apply
- b) **Traffic:** No comment.
- c) **Utilities:** Previous Comments Apply



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SRIKANTH YAMALA
Director

BILL NASH, P.E.
Assistant Director

FRANKLIN P. MILLER, P.E.
County Engineer

Hall County Government

PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

3. Previously tabled application of Intown Home Builders for a Use Subject to County Commission approval on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. ** Commission District 3.

- a) **Engineering:** As this subdivision is greater than six lots on an existing road a stormwater management report prepared by a professional engineer is required.
- b) **Traffic:** Previous comments apply.
- c) **Utilities:** No Comment

4. Application of Intown Home Builders to vary the road frontage requirements on lot 1 of a proposed 6-lot subdivision from 150 feet to 75 feet on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. * Commission District 3.

- a) **Engineering:** As this subdivision is greater than six lots on an existing road a stormwater management report prepared by a professional engineer is required.
- b) **Traffic:** Recommend a minimum of 150 feet of road frontage for each lot along a collector roadway.
- c) **Utilities:** No Comment

5. Application of Intown Home Builders to vary the road frontage requirements on lot 2 of a proposed 6-lot subdivision from 150 feet to 75 feet on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. * Commission District 3.

- a) **Engineering:** As this subdivision is greater than six lots on an existing road a stormwater management report prepared by a professional engineer is required.
- b) **Traffic:** Recommend a minimum of 150 feet of road frontage for each lot along a collector roadway.
- c) **Utilities:** No Comments



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PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

6. Application of Intown Home Builders to vary the road frontage requirements on lot 3 of a proposed 6-lot subdivision from 150 feet to 75 feet on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. * Commission District 3.

a) **Engineering:** As this subdivision is greater than six lots on an existing road a stormwater management prepared by a professional engineer is required.

b) **Traffic:** Recommend a minimum of 150 feet of road frontage for each lot along a collector roadway.

c) **Utilities:** No Comment

7. Application of Intown Home Builders to vary the road frontage requirements on lot 4 of a proposed 6-lot subdivision from 150 feet to 75 feet on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. * Commission District 3.

a) **Engineering:** As this subdivision is greater than six lots on an existing road a stormwater management report prepared by a professional engineer is required.

b) **Traffic:** Recommend a minimum of 150 feet of road frontage for each lot along a collector roadway.

c) **Utilities:** No Comment

8. Application of Intown Home Builders to vary the road frontage requirements on lot 5 of a proposed 6-lot subdivision from 150 feet to 75 feet on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. * Commission District 3.

a) **Engineering:** As this subdivision is greater than six lots on an existing road a stormwater management report prepared by a professional engineer is required.

b) **Traffic:** Recommend a minimum of 150 feet of road frontage for each lot along a collector roadway.

c) **Utility:** No Comment



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Hall County Government

PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

9. Application of Randy Rowland for a front yard setback variance from 40 feet to 30 feet on a 1.00± acre tract located on the east side of Duckett Mill Road approximately 269 feet from its intersection with Hampton Court; a.k.a. 3567 Duckett Mill Road; Zoned AR-III & V-C; Tax Parcel 10044 000091. Proposed Use: construct a residence. * Commission District 2.

- a) **Engineering:** No Comment
- b) **Traffic:** No traffic comments
- c) **Utilities:** No Comment

10. Application of Invest NH, LLC for a Use Subject to County Commission approval on a 6.75± acre tract located on the east side of Lula Road at its intersection with Glade Farm Road; a.k.a. 7404 Lula Road; Zoned AR-IV; Tax Parcel 12115 000005(pt.). Proposed Use: 6-lot subdivision. Commission District 3.

- a) **Engineering:** As this subdivision is greater than six lots on an existing road a stormwater management report prepared by a professional engineer is required.
- b) **Traffic:** Recommend a minimum of 150 feet of road frontage for each lot along a collector roadway (Hall County Code 16.50.040). In addition, since this is a State Route (SR52) driveway design, permitting and approval will be through the Georgia Department of Transportation (GDOT).
- c) **Utilities:** No Comment.

11. Application of AK Chan to amend conditions of a previous rezoning on a 16.00± acre tract located on the east side of the intersection of Green Drive and Clarks Bridge Road; a.k.a. 0 Clarks Bridge Road; Zoned R-I; Tax Parcel 10156 000009. Proposed Use: 6-lot subdivision ** Commission District 3.

- a) **Engineering:** Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than six.
- b) **Traffic:** We recommend the following:
 - 1. It appears that lot #2 cannot meet driveway requirements to access Green Drive, therefore, we recommend that lot #2 access be on Clarks Bridge Road (State Route 284) and the Green Drive frontage for lot #2 be access restricted.
 - 2. Lots 3, 4, and 5 should have a minimum of 50 feet of frontage along Green Drive.
 - 3. Driveways along Green Drive must meet Hall County driveway regulations including sight distance requirements.



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PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

4. Driveways along Clarks Bridge Road (SR284) must be permitted and approved through the Georgia Department of Transportation (GDOT).

c) **Utilities:** No Comment.

12. Application of Patrick Morrisey to rezone from Agricultural Residential-III (AR-III) to Highway Business (H-B) on a 0.52± acre tract located on the south side of Watson Circle approximately 408 feet from its intersection with Browns Bridge Road; a.k.a. 3805, 3809, 3890 & 3886 Watson Circle; Zoned AR-III; Tax Parcels 08039 003012, 003013, 003014, and 003015. Proposed Use: outdoor storage of inventory items. ** Commission District 2.

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:** We recommend that access to Watson Circle be prohibited.

c) **Utilities:** No Comment.



AGENDA ITEM

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

REPORT TO: Work Session (10/11/21)

REPORT TO: Voting Meeting (10/14/21)

ITEM NO: 517/2021

SUBJECT: Application of Intown Home Builders for a Use Subject to County Commission approval on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: 6-lot subdivision. Commission District 3.

Meetings:

Work Session Date: 10/11/21

Voting Meeting Date: 10/14/21

Executive Summary:

Presenter: SM

Recommendation:

Approval, with conditions Conditions: 1. The development is approved for a maximum of six (6) building lots with a minimum road frontage of 150 feet 120 feet per parcel. 2. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices." 3. A final plat shall be recorded before any building permit applications are submitted to Hall County. 4. There shall be no more than four (4) driveways to serve the proposed 6 lots. 5. All conditions of zoning shall be made part of any plat created for the subdivision.

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:

Submit	Approve	Budget	Finance
LO	SM	NB	NB
Attorney	Administration	Clerk	
VS	ZP	LR	

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
As Built Site Plan
Soil Study
Gainesville Water Email
qPublic Information
Environmental Health Comment
GDOT Comment
Public Works Comments



Hall County Government

PLANNING & DEVELOPMENT

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SARAH MCQUADE, AICP
Director

To: Richard Higgins, Chairman
Kathy Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

From: Sarah McQuade, Director

Date: September 27, 2021

Subject: Application of Intown Home Builders for a Use
Subject to County Commission approval

The request before you is the application of Intown Home Builders for a Use Subject to County Commission approval for the purpose of developing a 6 lot subdivision. This item is located within Commission District 3.

At their September 7, 2021 meeting, the Hall County Planning Commission voted to recommend approval recommend approval (5-0) of this request with the following five (5) conditions:

1. *The development is approved for a maximum of six (6) building lots with a minimum road frontage of ~~150 feet~~ 120 feet per parcel.*
2. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:*
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
3. *A final plat shall be recorded before any building permit applications are submitted to Hall County.*
4. *There shall be no more than four (4) driveways to serve the proposed 6 lots.*
5. *All conditions of zoning shall be made part of any plat created for the subdivision.*

There were no public comments submitted in advance of the Planning Commission meeting and no one spoke in opposition or support of the request during the public hearing.

There have been no changes to the request since the Planning Commission took action.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Intown Home Builders (Randy Wallis)

Request Use Subject to County Commission approval

Proposed Use 6-lot subdivision

Size 8.00± acres

Zoning AR-IV

Location On the west side of Pierce Road
approximately 2,705 feet from its intersection
with Old Cornelia Highway; a.k.a. 2833 Pierce
Road; Tax Parcel 15021 000209

Commission District Three

County Commission Date October 14, 2021

Staff Recommendation **Approval, with conditions**

Planning Commission Recommendation – Approval, with conditions
Vote: 5-0 vote

Conditions

√	1. <i>The development is approved for a maximum of six (6) building lots with a minimum road frontage of 150 feet 120 feet per parcel.</i>
√	2. <i>The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: “Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”</i>
√	3. <i>A final plat shall be recorded before any building permit applications are submitted to Hall County.</i>
√	4. <i>There shall be no more than four (4) driveways to serve the proposed 6 lots.</i>
√	5. <i>All conditions of zoning shall be made part of any plat created for the subdivision.</i>

√ **Applicant agrees with conditions.**

Applicant Proposal

The applicant is requesting to subdivide an 8.00± acre tract into six (6) separate building lots. The property is zoned Agricultural-Residential-IV (AR-IV); the subdivision of property within an AR-IV zoning district which results in greater than two (2) lots requires approval by the Board of Commissioners. The applicant's narrative states the property is 8.00 acres in size with 804 feet of frontage along Pierce Road. The applicant has submitted a concept plan showing five (5) proposed tracts with 90 feet of frontage and 1 acre in size, and a sixth lot with 354 feet of frontage and 3 acres in size.

The applicant intends to demolish the four (4) existing mobile homes on the property and redevelop the property with six (6) single-family residences. The residences will be stick-built and on a slab with a split foyer exterior. There is no minimum square footage provided, but the narrative states the residences are intended to be 3-4 bedrooms each with a 2 car garage, will be finished with either vinyl or cement siding, will have composition roofing, and partially sodded and seeded yards. There will be decks on the rear of the residence. The development will be served by individual onsite septic systems and water service will be provided by the City of Gainesville. The site plan shows four lots sharing two driveways, and the remaining two lots having their own.

Separate applications have been submitted to address the road frontage variances for the five lots with 90 feet of frontage; Pierce Road is classified as a collector road according to Hall County Public Works' regulations, which requires a minimum of 150 feet of frontage. The variance requests are a reduction down to 75 feet, to provide the applicant with flexibility in lot configuration. These variance requests are being reviewed concurrently with the permissive use request.

History and Existing Land Uses

The subject property is 8.00± acres in size and zoned Agricultural Residential-IV (AR-IV). Hall County property tax records show four mobile homes, currently located on the property. There are three (3) double-wide mobile homes (years 1973, 1975, and 1988) and one single-wide mobile homes (dated 1973). Historical images show in the early 2000s that there were two (2) additional residences on the property, which also appear to have been mobile homes and have since been removed.

The surrounding properties are also zoned AR-IV, and are a mix of undeveloped and developed with residential and agricultural uses.

This zoning is original to the parcel.

Comprehensive Plan Land Use Designation

The Comprehensive Plan designates the future land use classification as "Rural". This land use category is characterized by agricultural and very low-density single-family residential uses. Residential subdivision design should set aside a high percentage of open space. The development pattern includes larger areas of undeveloped or cultivated land with large distances between buildings and deep setbacks from two-lane roads. Natural features include extensive tree cover and open space areas due to limited development, as well as waterways that include the Chattahoochee River, the Cedar Creek Reservoir, and streams.

The request is consistent with the Comprehensive Plan.

Development Support and Constraints

Hall County Environmental Health

In an email dated July 15, 2021 Emily McGahee stated, "All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements."

Hall County Fire Services

The subject parcel is located approximately 2.3 miles from Hall County Fire Station #7, located at 731 E Crescent Drive. The nearest fire hydrant is located across Pierce Road, in front of 2866 Pierce Road.

Hall County Public Works and Utilities

In a memorandum dated July 20, 2021, Srikanth Yamala, Director of Public Works and Utilities, stated the following:

Engineering

Stormwater Report needed [if] over 6 lots.

Traffic Engineering

Since collector will need 150' minimum frontage, driveways to maintain sight distance based on speed limit.

Utilities

No comment

Gainesville Water Resources

Hall County GIS shows that public water is available to the subject property along Pierce Road.

Georgia Department of Transportation

In an email dated July 9, 2021, Jonathan Peevy, Assistant District Traffic Engineer, for the GDOT District 1, confirmed that this project will require GDOT coordination.

Zoning Analysis

- The proposed use request is consistent with the Comprehensive Plan, as all proposed lots meet the minimum lot size requirement within the "Rural" land use designation.
- Per §17.240.010, the minimum lot size for lots within AR-IV zoning district shall be at least 1.0 acres in size where public water is available.
 - All proposed tracts meet this standard.
- §17.20.1210 of the Hall County Zoning Regulations defines a *subdivision* as the division of a tract or parcel of land into two or more lots, building sites or other divisions for the purpose of sale, legacy, a new street or a change in existing streets, and includes re-subdivision.
 - Within the AR-IV zoning district, subdivisions of land greater than a minor subdivision require approval of the County Commission.
- §17.240.010 of the Official Code of Hall County designates lots within AR-IV zoning districts to have a minimum 50 feet of lot frontage when along local roadways.
 - Pierce Road is designated as a collector road according to Hall County Public Works which requires 150 feet of road frontage.

- The applicant has submitted separate applications for five road frontage variances of 90 feet for five of the proposed lots; the sixth lot has 354 feet of frontage and meets the standard. The variance requests are a reduction down to 75 feet, to provide the applicant with flexibility in lot configuration.
- §17.240.110 of the Official Code of Hall County states that only one principal structure and its customary accessory buildings, including agricultural buildings, may be erected on any parcel recorded as a separate lot.
 - If approved, the proposed subdivision of the property will bring a non-conforming lot with four residences on one parcel into compliance.

Staff Recommendation

Staff recommends **approval** of the applicant's request with the following conditions:

1. The development is approved for a maximum of six (6) building lots with a minimum road frontage of 150 feet per parcel, unless variances are approved for the reduced frontage for five lots.
2. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”
3. A final plat shall be recorded before any building permit applications are submitted to Hall County.
4. All conditions of zoning shall be made part of any plat created for the subdivision.

Excerpts from the minutes of the meeting of September 7, 2021

Applicant's Presentation:

Sarah McQuade, Planning Director, presented a summary of the request.

Randy Wallis, 506 Carriage Drive, Bethlehem, presented the request. Mr. Wallis asked if there was a variance that the staff would recommend. He stated that initially they had wanted 100 feet but staff had recommended less. Mr. Braswell stated that the site plan was hard to read because it had been copied multiple times. Mr. Braswell stated one lot would need to be 150 feet wide due to the way it was advertised. Mr. Wallis stated that there was one lot with 300 feet of frontage and the rest had 90 feet. Mr. Braswell asked why one lot was at 300 feet. Mr. Wallis stated that he was thinking that he could sell it as a bigger lot. Mr. Hunt stated that it looked as though Mr. Wallis had just gotten rid of two lot lines. Mr. Wallis stated that was what they had done to avoid being classified as a major subdivision. Mr. Bell asked if everything that was currently on the property would be demoed and then developed. Mr. Wallis stated that was correct. Mr. Wallis stated that when he purchased the lot they determined it was an AR-IV zoned property, which requires 50 foot front setbacks, 25 foot rear setbacks, and 15 foot setbacks on each side. He stated that they would maintain that with new lot they would create. Mr. Wallis also mentioned that AR-IV also required a 50 foot road frontage and the collector road is causing it to be 150 feet of road frontage. Mr. Wallis stated that he believe that caught him off guard with the original request. Mr. Hunt stated that the plat look like the road frontage could be pushed to 125 feet on all 1-acre lots; it would

leave 179 feet for the bigger lot. Mr. Wallis stated that could work, he had just gone with the number that staff had suggested. Mr. Bell asked if the 3 acre lot had any topography reasons for being bigger or if it was only economics. Mr. Wallis stated it was only economics.

Public Forum:

No one spoke in favor or opposition of the requests.

Planning Commission Comments:

Mr. Hunt stated that he would not have any problem approving a variance of 120 feet and limiting the number of driveways to four. Mr. Wallis stated that he would be agreeable to that. Ms. Pilcher asked if Mr. Wallis had a copy of the footprint of the houses, he was planning to build. Mr. Wallis stated that he did not, but the houses would be 50x50, about 2,500 square feet, two story or split level homes with a two-car garage.

Motion: ***Mr. Hunt made a motion to recommend approval, with conditions for the request, with a second from Mr. Bell and the motion passed by a 5-0 vote.***

Conditions:

1. *The development is approved for a maximum of six (6) building lots with a minimum road frontage of ~~150 feet~~ 120 feet per parcel.*
2. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."*
3. *A final plat shall be recorded before any building permit applications are submitted to Hall County.*
4. *There shall be no more than four (4) driveways to serve the proposed 6 lots.*
5. *All conditions of zoning shall be made part of any plat created for the subdivision.*

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 f: 770-531-3902



CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Intown Home Builders (Randy Wallis)

506 Carriage Drive

Bethlehem, GA 30620

Phone 678 878-9926

Email Address intownhomebuilders@gmail.com

Proposed Use Residential Housing

Property Owner (Name & Mailing Address)

BDL of GA LLC (Brandon Roberts)

4203 Ellison Farm Road

Braselton, GA 30517

Phone 678 943-0311

Email Address brandonr291@yahoo.com

Contact Person (Name & Mailing Address)

Randy Wallis

506 Carriage Drive

Bethlehem, GA 30620

Phone 678 878-9926

Email Address intownhomebuilders@gmail.com

Tax Parcel Number 15021 000209

Location Address 2833 Pierce Road, Gainesville, GA 30507

Status of Applicant

☐ Owner

☐ Option to Purchase

☐ Area Resident

☒ Other Builder

Requested Action

Permissive Use:

☐ HCPC ☒ HCC

Fee: \$ 350-

Receipt #: _____

Check #: _____

Acreage 8.0

I hereby certify that the above information and all attached information are true and correct.

Sign Randy Wallis

Date: 06/05/2021

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: 6/11/2021

Taken by: [Signature]

Tentative Planning Commission Date: 8/2/2021

Tentative County Commission Date: 9/9/2021

County Commission District: Town (5)

PLANNING AND DEVELOPMENT DEPARTMENT
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t: 770-531-6809 | f: 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

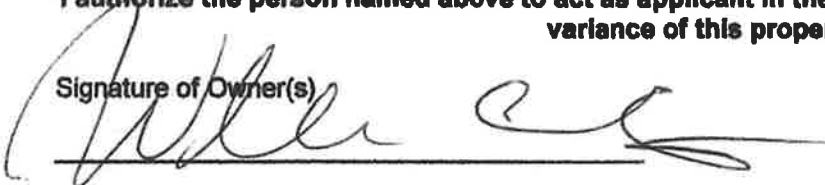
Subject Property: 8 acre parcel at: 2833 Pierce Road

Name of owner(s)	William Jackson Edwards	Gainesville, GA 30507 Parcel # 15021 000209
Address	3569 Stencil Road Gainesville, GA 30506	
Phone Number	678 859-0482	
Name of applicant(s)	Intown Home Builders (Randy Wallis)	
Address	506 Carriage Drive Bethlehem, GA 30620	
Phone Number	678 878-9926	

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.

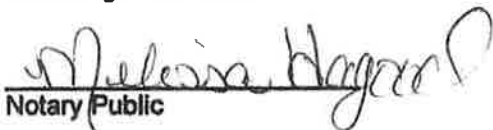
Signature of Owner(s)

 William Edwards

Personally appeared before me



who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.


Notary Public

Date 06/08/2021



PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not 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: [Signature]

Date: 6/10/2021

Applicant's/Owner's Name (Printed): William Jackson Edwards

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (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): N/A

Office: N/A

Dollar Amount: N/A

Date of Contribution: N/A

Applicant's/Owner's Signature: Randy Wallis

Date: 6/05/2021

Applicant's/Owner's Name (Printed): Randy Wallis dba Intown Home Builders

PLANNING AND DEVELOPMENT DEPARTMENT
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MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.
2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.
3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign and ensure that it remains in place during the entire zoning proceeding. A photo of the sign placed at the location is required and must be sent to the Planning Department.

If it is determined at any time during the zoning proceeding that the sign has not been properly posted on the site, the Board must table or delay the request.

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.

The sign must remain posted during the entire proceeding. Should you find the sign missing or vandalized in any manner, contact the Planning Department. 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 June 14, 2021 AND NO LATER THAN July 14, 2021.

THE ORIGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN June 16, 2021 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, Randy Wallis dba Intown Home Builders, hereby acknowledge that I have
Please Print Name

read and understand the sign posting requirements. I further certify that the required

public notice sign was posted on June 11, 2021 for Intown Home Builders.
Date (Name application filed as)

Signature [Handwritten Signature]
(The original document is required)

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH DALE COUNTY IN REGARD TO
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT: **INTOWN HOME BUILDERS**
REQUEST: **USE APPROVAL BY BOC**
8 RESIDENTIAL LOTS
PUBLIC HEARINGS WILL BE HELD ON:
Date: **8/2/2021** **AND** Date: **9/9/2021**
Time: **5:15 p.m.** Time: **6:00 p.m.**
FOR MORE INFORMATION CALL: (770) 531-6400



Conditional Use Report

2833 Pierce Road

Gainesville, GA 30507

Hall County Planning and Zoning

June 7, 2021

This report is to request approval to clear and demo 4 mobile homes, subdivide and add two more addresses to build 8 houses on an 8 acre property with 770 feet of road frontage, zoned AR-IV and located at: 2833, 2839, 2843, 2847, 2863 and 2867 Pierce Road in Gainesville.

The 5 lots directly across the street 2844, 2850, 2854, 2884 and 2866A/2866B appear to be zoned AR-IV and are almost 1 acre each. Our objective is to subdivide the AR-IV parcel in to 8 separate lots so we can clear, improve, build, market and sell eight 3-4 bedroom homes on the lots. The lots are served by City of Gainesville Water Department and are on septic tanks and the soil report looks to be very favorable and supports this project.

The property and surrounding properties are zoned AR-IV with a 1 acre minimum lots size with a 65' from center of road or 50' from property line front setback, 15' side and 25' rear setbacks. Our intention is to stick build 8 total electric site built residential homes on slabs with 2 car garages and either vinyl or cement siding, composition roofing and partially sodded and partially seeded yards with decks on 2nd story split foyer exterior accesses.

We will clear and dispose of old structures, trash and debris, trees and vegetation as needed to pad and build the houses to allow for back yards while maintaining as much of a tree line between the adjoining properties as possible. We will install construction driveway pads with #4 gravel and install and maintain silt fences and other BMPs in order to effectively protect from and prevent silt runoff. We will install and maintain dumpsters to keep the lots clean and free from construction debris and trash and we will clean any mud in the roads and be mindful of neighbors and traffic.

Ultimately it our objective to provide well built, appealing, affordable, comfortable homes for families and individuals that will improve and increase home values in the area, provide jobs and business for suppliers and sub contractors and hopefully provide incentive and encouragement for neighbors.

Our companies are the investor, BDL of Georgia LLC and the GA licensed contractor, Intown Home Builders.

We hope to be submitting this application by June 14th to be considered by the August 2nd planning meeting and if approved to be presented to the Board of Commissioners on the September 9th meeting.

Thank you,

Randy Wallis

Randy Wallis
Intown Home Builders
intownhomebuilders@gmail.com
Cell 678 878-9926

Filed & recorded
DATE: 5/19/2020
TIME: 12:30 PM
PLAT BOOK: 00878
PAGE: 00484
RECORDING FEES: \$10.00
PARTICIPANT ID: 9299858446
CLERK: Charles Baker
Hall County, GA
NOTE: by ch

THIS BLOCK RESERVED FOR THE CLERK OF
THE SUPERIOR COURT.

THE CLOSURE PRECISION OF THE FIELD SURVEY IS ONE FOOT IN
31,000 FEET, ANGULAR ERROR IS 2" PER POINT AND WAS ADJUSTED
USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO
BE ACCURATE WITHIN ONE FOOT IN 226,055 FEET.

EQUIPMENT USED:
LEICA TOP 1255 FOR ANGULAR & LINEAR MEASUREMENTS.
LEICA GS 14 DUAL FREQUENCY RTK ROVER FOR HORIZONTAL
REFERENCE POINTS USING THE LEICA SMARTNET RTK NETWORK.

ALL DEED REFERENCES SHOWN HEREON ARE RECORDED IN THE
CLERK OF SUPERIOR COURT'S OFFICE OF HALL COUNTY, GEORGIA.

THIS PLAT IS FOR THE BENEFIT OF THE PARTIES IN THE TITLE
BLOCK ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK. FLOYD
& ASSOCIATES, INC. WILL NOT ACCEPT ANY RESPONSIBILITY OF
LIABILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN
THE PERSON, OR PERSONS, NAMED IN THE TITLE BLOCK.

THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS,
RIGHTS OF WAY, OR RESTRICTIONS WHICH ARE NOT RECORDED OR
NOT DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE UNKNOWN
TO THE SURVEYOR; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH
ITEMS.

ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY
BE SUBJECT TO A 60 FEET UNDISTURBED NATURAL VEGETATIVE
BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK.

IF PROPERTY IS LOCATED IN THE NORTH OCEAN WATERSHED
DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS
SETBACKS MAY BE REQUIRED FOR COMPLIANCE.

THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS
SHOWN ON FLOOD INSURANCE RATE MAP #13130C0185G, HALL
COUNTY GEORGIA, DATED: 4/4/2018.

THIS PROPERTY IS LOCATED IN THE HALL COUNTY FUTURE FLOOD
ZONE PER HALL COUNTY GIS.

REFERENCES:

1. CURRENT PROPERTY OWNER: JOYCE LANELL NIXON KINSEY
WILLIAMS 2791 PIERCE ROAD, GAINESVILLE, GA 30607.
2. PLAT FOR GLENDA AND DENNIS TURPIN BY PATTON-BOYER
DATED: APRIL 18, 2001. (PB 796, PG. 38A).
3. PLAT FOR ROLAND C. SMITH, JR. AND MARSHALL KINSEY, BY
GRADY JARRARD DATED: JANUARY 18, 1983. (PB 86, PG. 230).

GEORGIA GRID NORTH
NAD1983 - WEST ZONE

FLOYD

& ASSOCIATES, INC.

2060 BUFORD HWY., SUITE 105
BUFORD, GEORGIA 30518
PHONE (770) 531-0800 FAX (770) 531-0995
LAND SURVEYING PERM #153



DIVISION SURVEY FOR
WILLIAM J. EDWARDS
G.M.D. #411
HALL COUNTY, GEORGIA

JOB NUMBER: JN2019-157

DATE: 3/26/2020

FIELD DATE: 12/11/2019

SCALE: 1"=100FT

DRAWN BY: WJF

CHECKED BY:

REVISIONS

LEGEND

- ANF ANGLE NOT FOUND
- ANF ALUM. MONUMENT FOUND
- BC BACK OF CURB
- BSL BUILDING SETBACK LINE
- CB CATCH BASIN
- CD CABLE BOX
- CL CENTERLINE
- CMF CONC. MONUMENT FOUND
- CO CLEANOUT
- CONC CONCRETE
- CTF CRIMPED TOP FOUND
- DB DEED BOOK
- DE DRAINAGE EASEMENT
- DI DITCH INLET
- EP EDGE OF PAVEMENT
- ESMT BASEMENT
- PHF FIRE HYDRANT
- GM GAS METER
- GMD GEORGIA MDTA DISTRICT
- HR HEADWALL
- US 1/2" REBAR SET
- LS LAND SURVEY BOX
- LL LAND LOT
- LL LAND LOT LINE
- LP LIGHT POLE
- MA MANHOLE
- MMS MAG. NAIL SET
- NF NOW OR FORMERLY
- OP OVERHEAD POWER
- OTF OPEN TOP FOUND
- PL PLAT BOOK
- PS POWER BOX
- PL PROPERTY LINE
- POB POINT OF BEGINNING
- PP POWER POLE
- PL PLAT SLIDE
- RF REBAR FOUND
- N/W RIGHT OF WAY
- SD SUBDIVISION
- SP SERVICE POLE
- UP UTILITY MANHOLE
- WM WATER METER
- WV WATER VALVE
- WI WIND INLET



SURVEYORS CERTIFICATE

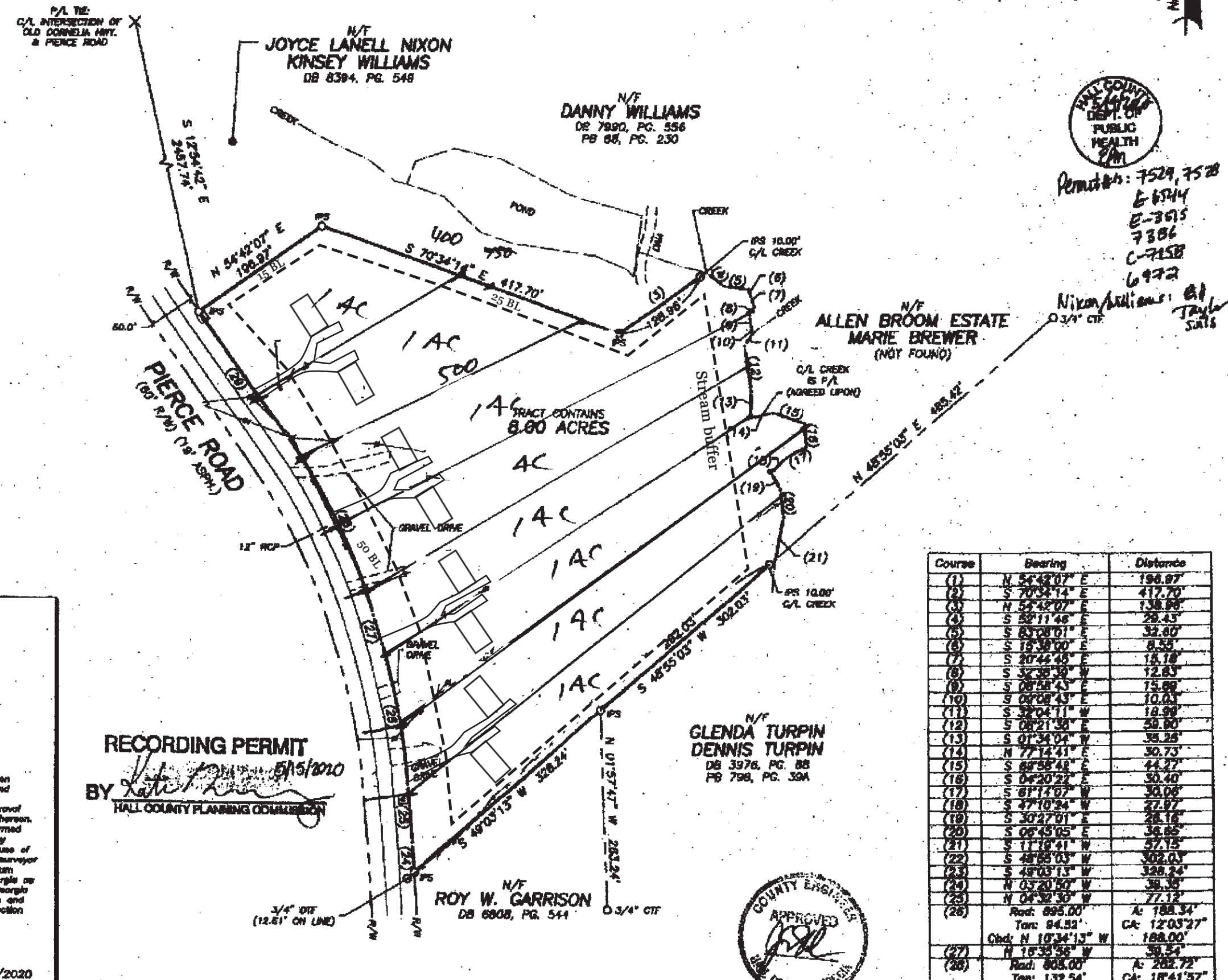
As required by subsection (d) of O.C.G.A. Section
15-6-67, this plat has been prepared by a land
surveyor and approved by all applicable local
jurisdictions for recording as evidenced by approval
certificates, signatures, stamps, or statements herein.
Such approvals or affirmations should be confirmed
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.

W. J. Edwards

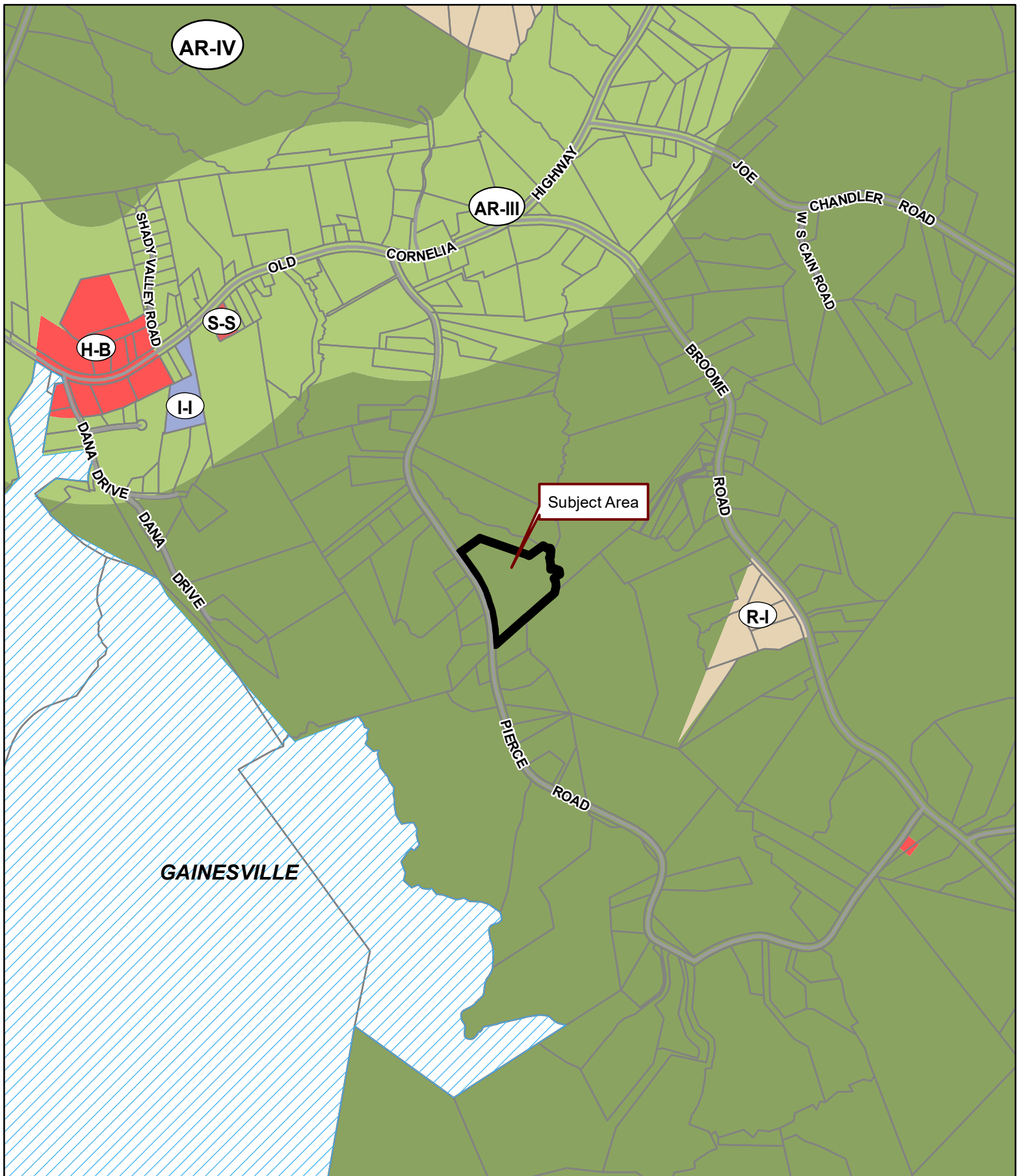
3/26/2020

RECORDING PERMIT

BY *W. J. Edwards* 5/15/2020
HALL COUNTY PLANNING COMMISSION



Course	Bearing	Distance
(1)	N 54°42'07" E	196.97'
(2)	S 70°34'14" E	417.70'
(3)	N 54°42'07" E	138.88'
(4)	S 82°11'48" E	28.43'
(5)	S 83°08'01" E	32.80'
(6)	S 19°39'00" E	8.53'
(7)	S 20°44'45" E	18.18'
(8)	S 32°35'38" W	12.83'
(9)	S 08°58'43" E	15.98'
(10)	S 07°08'43" E	10.03'
(11)	S 32°04'11" W	18.99'
(12)	S 08°21'38" E	59.90'
(13)	S 01°34'04" W	35.25'
(14)	N 77°14'41" E	30.73'
(15)	S 89°58'48" E	44.27'
(16)	S 04°20'22" E	30.40'
(17)	S 81°14'07" W	30.08'
(18)	S 47°10'24" W	27.97'
(19)	S 30°27'01" E	28.16'
(20)	S 06°45'05" E	38.85'
(21)	S 11°18'41" W	57.15'
(22)	S 48°55'03" W	302.03'
(23)	S 48°03'13" W	328.24'
(24)	N 03°20'50" W	38.35'
(25)	N 04°32'36" W	77.12'
(26)	Rad: 895.00' Tan: 94.52' Chd: N 10°34'13" W N 10°33'56" W	A: 188.34' CA: 12°03'27" 188.00' 38.54'
(28)	Rad: 805.00' Tan: 132.54'	A: 202.72' CA: 18°41'57"



Applicant: INTOWN HOME BUILDERS

Tax Parcel #: 15021 000209

Location: 2833 PIERCE ROAD, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 08/02/2021

0 300 600 1,200
Feet

- Zoning Boundary
- ▨ City Limits
- Subject Area
- Structure





Applicant: INTOWN HOME BUILDERS

Tax Parcel #: 15021 000209

Location: 2833 PIERCE ROAD, GAINESVILLE, GA 30507

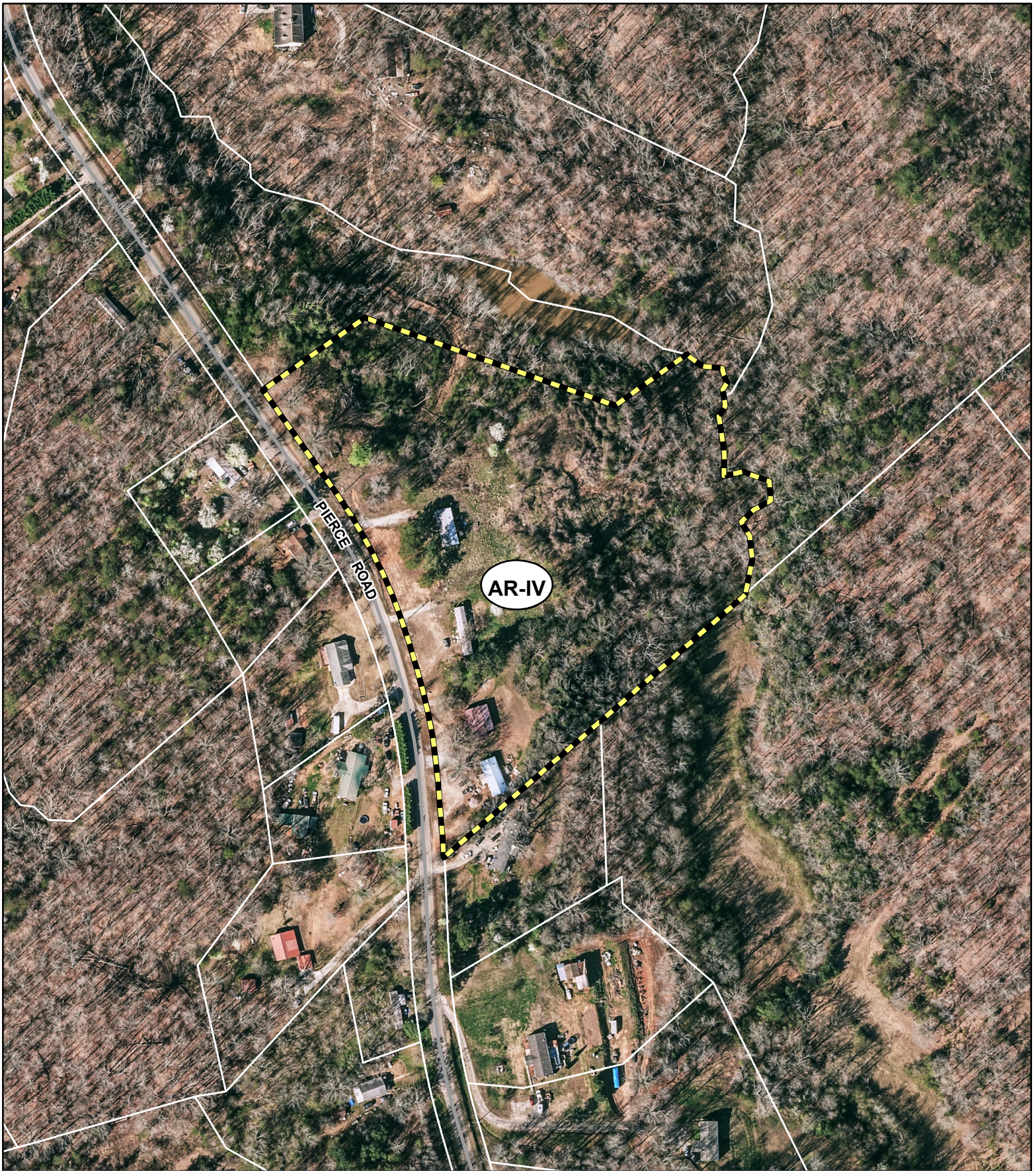
Commission District 3

PC Mtg. Date: 08/02/2021

0 50 100 200
Feet

- Zoning Boundary
- City Limits
- ▨ Subject Area
- Structure





Applicant: INTOWN HOME BUILDERS

Tax Parcel #: 15021 000209

Location: 2833 PIERCE ROAD, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 08/02/2021

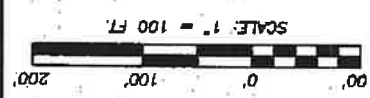
0 50 100 200
Feet

— Zoning Boundary

City Limits

Subject Area





WILLIAM J. EDWARDS
DIVISION SURVEY FOR:
G.M.D. #411
HALL COUNTY, GEORGIA

JOB NUMBER: JN2019-167
DATE: 3/26/2020
FIELD DATE: 12/11/2019
SCALE: 1"=100FT
DRAWN BY: WSF
CHECKED BY:
REVISIONS
SHEET 1 OF 1

IF PROPERTY IS LOCATED IN THE NORTH OCEAN WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE.

THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #13135C0185G, HALL COUNTY GEORGIA, DATED: 4/1/2018.

THIS PROPERTY IS LOCATED IN THE HALL COUNTY FUTURE FLOOD ZONE PER HALL COUNTY GIS.

REFERENCES:

- CURRENT PROPERTY OWNER: JOYCE LANELL NIXON KINSEY WILLIAMS, 2791 PIERCE ROAD, GAINESVILLE, GA 30607.
- PLAT FOR GLENDA AND DENNIS TURPIN, BY PATTON-BOYER DATED: APRIL 19, 2001, (PB 798, PG. 39A).
- PLAT FOR ROLAND C. SMITH, JR. AND MARSHALL KINSEY, BY GRADY JARRARD DATED: JANUARY 18, 1983, (PB 88, PG. 230).

THIS PLAT IS FOR THE BENEFIT OF THE PARTIES IN THE TITLE BLOCK ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK. FLOYD & ASSOCIATES, INC. WILL NOT ACCEPT ANY RESPONSIBILITY OF LIABILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE PERSON, OR PERSONS, NAMED IN THE TITLE BLOCK.

THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS WHICH ARE NOT RECORDED OR KNOWN BY THE TITLE COMPANY. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND THEREFORE EXEMPTION IS TAKEN TO ANY SUCH ITEMS.

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.

THE CLOSURE PRECISION OF THE FIELD SURVEY IS ONE FOOT IN 31,091 FEET. ANGULAR ERROR IS 2" PER POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 226,055 FEET.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TS 14 DUAL FREQUENCY RTK ROVER FOR HORIZONTAL. REFERENCE POINTS USING THE LEICA SMARTNET RTK NETWORK.

ALL DEED REFERENCES SHOWN HEREON ARE RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE OF HALL COUNTY, GEORGIA.

FILED & RECORDED
DATE: 5/19/2020
TIME: 12:30 PM
PLAT BOOK: 00878
PAGE: 00404
RECORDING FEES: \$10.00
PARTICIPANT ID: 9299856446
CLERK: Charlene Baker
Hall County, GA
NOTE: by ch

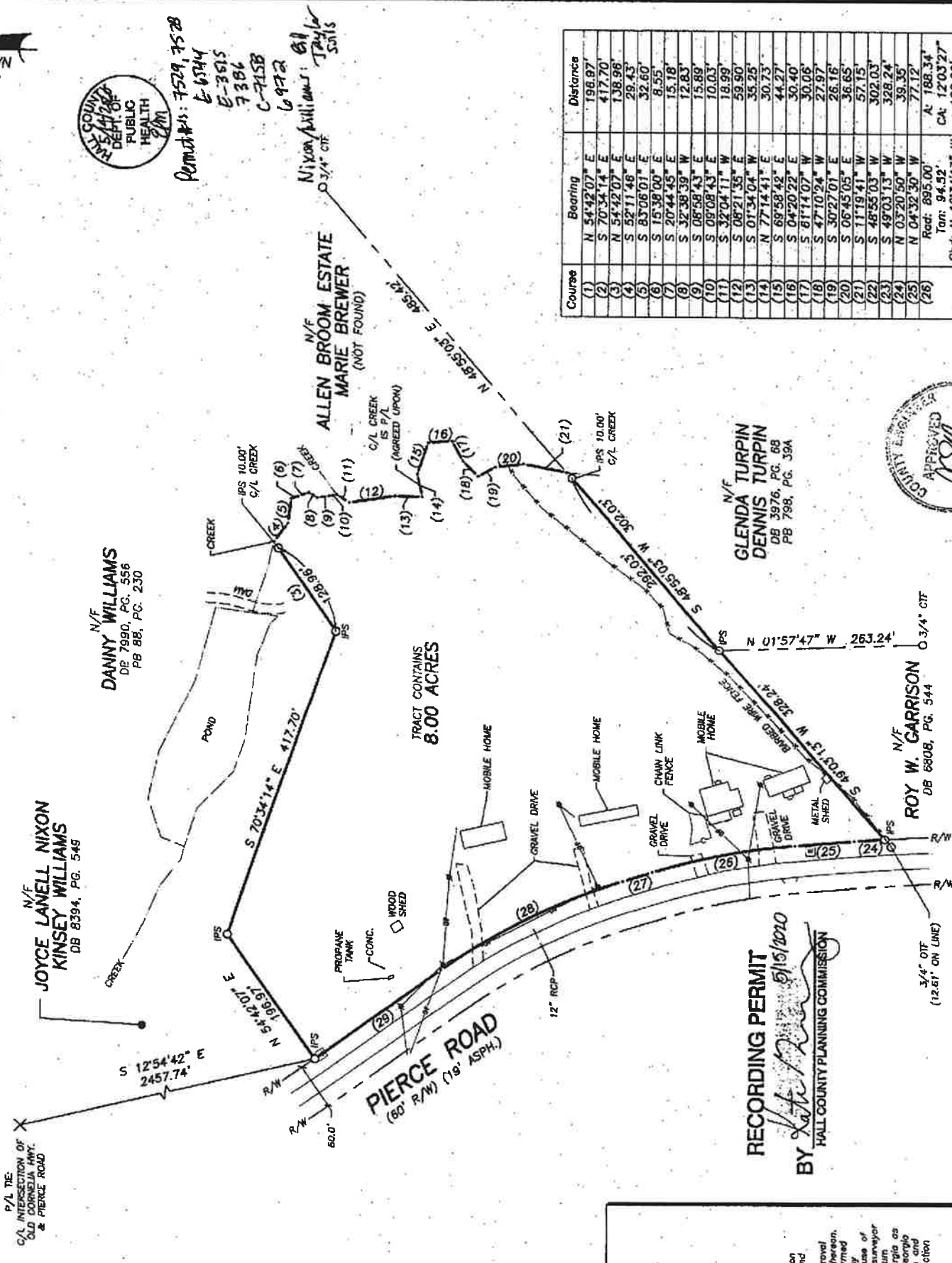
THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

- LEGEND**
- AIF ANGLE IRON FOUND
 - AMF ALUM. MONUMENT FOUND
 - BC BACKSIGHT
 - BL BACKSIGHT BACKLINE
 - CB CATCH BASIN
 - CD CABLE BOX
 - CA CENTERLINE
 - CMF CONC. MONUMENT FOUND
 - CONC CONCRETE
 - CTT CRIMPED TOP FOUND
 - DB DEBRIS BOX
 - DE DEBRIS EASEMENT
 - DI DROP INLET
 - EP EDGE OF PAVEMENT
 - ELMT EASEMENT
 - FI FIRE HYDRANT
 - GM GAS METER
 - GND GEORGIA MILITIA DISTRICT
 - HAN HALL
 - IS INTERSECTION
 - LL LANTION BOX
 - LL LAND LOT LINE
 - LL LIGHT POLE
 - MAN MANHOLE
 - MAG MAG NAIL SET
 - NW NOW ON FORMERLY
 - OW OPEN WORK
 - OTF OPEN TOP FOUND
 - PB PLAT BOOK
 - PS POWER BOX
 - PZ PROPERTY LINE
 - POB POINT OF BEGINNING
 - PP POWER POLE
 - PS PLAY SLIDE
 - RM REMAINING
 - RD ROAD
 - SD SUBDIVISION
 - SI SERVICE POLE
 - TI UTILITY MANHOLE
 - WM WATER METER
 - WI WATER VALVE
 - YD YARD INLET



SURVEYORS' CERTIFICATE
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 evidence of approval. 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 Georgia Surveying and Mapping Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

W. SHANE FLOYD
CA RLS #2801
3/26/2020
DATE



Course	Bearing	Distance
(1)	N 54°42'07\"	196.87'
(2)	S 70°34'14\"	417.70'
(3)	N 54°42'07\"	138.98'
(4)	S 52°11'46\"	29.43'
(5)	S 83°06'01\"	32.60'
(6)	S 15°36'00\"	8.55'
(7)	S 20°44'45\"	15.18'
(8)	S 32°38'39\"	12.83'
(9)	S 08°58'43\"	15.89'
(10)	S 09°08'43\"	10.03'
(11)	S 32°04'11\"	18.99'
(12)	S 08°21'35\"	59.90'
(13)	S 01°34'04\"	35.23'
(14)	N 77°14'41\"	30.73'
(15)	S 69°58'42\"	44.27'
(16)	S 04°20'22\"	30.40'
(17)	S 61°14'07\"	30.06'
(18)	S 47°10'24\"	27.97'
(19)	S 30°27'01\"	26.16'
(20)	S 06°45'05\"	36.65'
(21)	S 11°19'41\"	57.15'
(22)	S 48°55'03\"	302.03'
(23)	S 49°03'13\"	328.24'
(24)	N 03°20'50\"	39.35'
(25)	N 04°32'30\"	77.12'
(26)	Rad: 805.00'	Rad: 188.34'
(27)	Chd: N 10°34'13\"	186.00'
(28)	Rad: 805.00'	Rad: 282.72'
(29)	Chd: N 25°56'55\"	261.56'
(30)	Chd: N 35°17'53\"	199.58'



Beck, Taylor, & Beshara, Inc.
P.O. box 639, Braselton, GA 30517
Phone: 706/367-3850

County: Hall	Date: 4/30/20
Client: Will Edwards	
Site Location Address: Portion of property at 2791 Pierce Road	
Phone Number: 678/859-0462	Lot Number(s):
Subdivision:	
Scale: 1" = 80'	
Intensity Level of Investigation: Level III	

Soil Properties

Soil Series <i>See Suitability Codes</i>	Slope % <i>Ranges Of the Soil Type</i>	Depth To Bedrock (inches)	Depth to Seasonal High H ₂ O Table (inches)	Expected Perc Rate At Recommended Trench Depth (min/in)	Recommended Trench Depth (inches)	Suitability Code (listed below)
Madison Series	6 - 15	>72	>72	50	40/36-48	A
Louisburg Series	20 - 25	>72	>72	50	45/36-48	A
Louisburg Series	40 - 45	>72	>72	50	45/36-45	A*
Appling Series	6 - 10	>72	>72	55	36/32-44	A

SUITABILITY CODE DESCRIPTIONS

A – Soil should be suitable for installation of an on site system with proper design, installation & maintenance.

* Slope range for these soils exceeds 25%. Trench depth recommended above in Louisburg 40-45% is for system installed without bench. If bench is installed, recommended trench depth is 28"/18-29".

FIELD NOTES

We were asked to perform a Level III soil investigation covering a portion of the property. We calculated the effective total boring depth for Louisburg 40-45% soils and calculated trench depths as if one were to install a 7' bench due to the slope. Due to somewhat limited area west of the drive, an additional boring was installed south of the drive to provide additional area. Four borings were installed in the study areas covering approximately 32,000 sq. ft. Four borings in an area this size meets Level III boring density requirements.

The recommended depths and perc rates are based on current surface elevations. If surface elevation is significantly altered, the depths and/or rates would have to be adjusted and/or the recommendations herein may not be valid.



William T. Taylor, Jr.
Georgia P. G. No. 976

Beck, Taylor, & Beshara, Inc.
P.O. Box 639, Braselton, Georgia 30517
Phone: (706) 367-3850

Level: <u>IV</u>	Soil Survey For: <u>Will Edwards</u>
Site Location Information: <u>Portion of property at 2791 Pierce Road</u>	
Subdivision: <u>N/A</u>	
Date of Soil Survey: <u>4/30/20</u>	Lot Number: <u>N/A</u>

MAP LEGEND

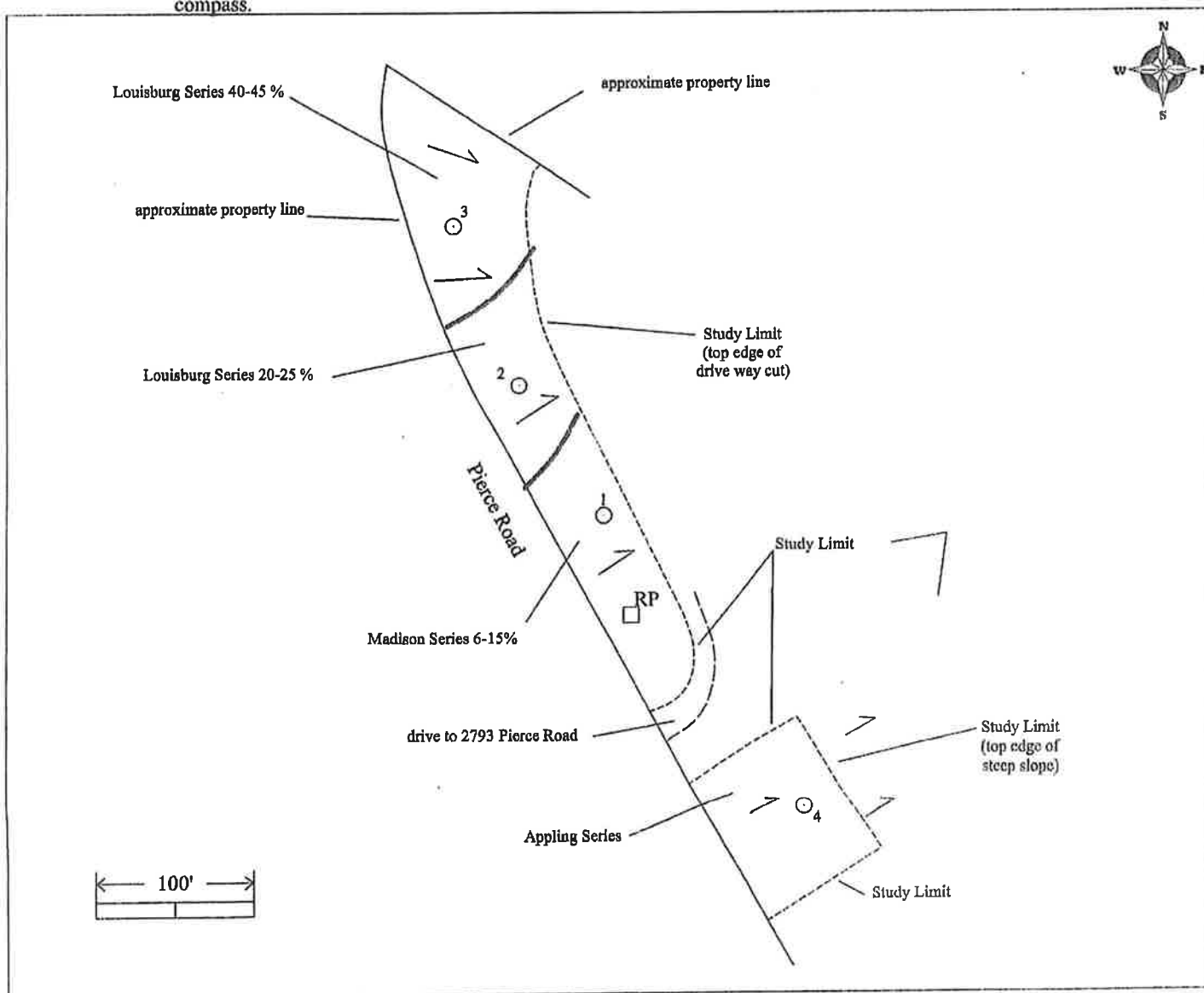
Drainage Runs All Year: _____	Water Well: _____
Drainage Runs Part of Year: _____	Spring: _____
Gully and Rainy Weather Drainage Way: _____	Reference Point: <input type="checkbox"/>
(unsuitable for septic systems) <u>~~~~~</u>	Soil Type <u>~~~~~</u>
Slope (direction falling): <u>~~~~~</u>	Boundary: <u>~~~~~</u>
Boring Refused @ <72": <u>X</u>	Scale: <u>1" = 100'</u>
Successful Boring: <u>○</u>	

WJTB

William T. Taylor, Jr.
Georgia P. G. No. 976

Notes:

The power pole north northeast of the entrance of the drive to 2793 Pierce Road was used as a reference point (RP). Soil test pit locations are marked on the site by labelled survey flags and are referenced to the RP as shown on the map. Location measurements were made using a hip chain and compass.



Beck, Taylor, & Beshara, Inc.
P. O. Box 639, Braselton, GA 30517
Phone: (706) 367-3850

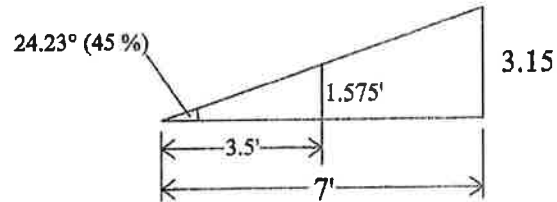
Level: <u>Level III</u>	Soil Survey For: <u>Will Edwards</u>
Site Location Information: <u>Portion of property at 2791 Pierce Road</u>	
Subdivision: _____	
Date of Soil Survey: <u>4/30/20</u>	Lot Number: _____

louisburg Series 40-45%: Calculations regarding effective boring depth (assuming a 7' bench).

% slope = rise/run
45 % = 0.45

.45 = rise/3.5
rise = 3.5 * .45
rise (middle of bench) = 1.575' = 18.9"

boring depth = 72"
effective boring depth = 72 - 18.9 = 53.1"
installation depth (with 7' bench) = 28"/18-29
Recommended installation depth without bench = 45"/36-48



A handwritten signature in black ink, appearing to read 'W. T. Taylor, Jr.'.

William T. Taylor, Jr.
Georgia P. G. No. 976

Laura Ogletree (Planning)

From: Sarah McQuade (Planning)
Sent: Tuesday, June 8, 2021 9:50 AM
To: Nick Swafford
Cc: intownhomebuilders@gmail.com; Kayla Jackson; Laura Ogletree (Planning); Justin Crighton (Planning)
Subject: RE: 2833 Pierce Road Water Availability
Categories: Add to File

Nick –

Thank you for the confirmation. We'll include this with Mr. Wallis's application.

Have a good day!

Sarah

--

Sarah McQuade, AICP
Director of Planning and Development
Hall County Government
2875 Browns Bridge Road, Gainesville, GA 30504
(770)297-5544 | www.hallcounty.org



From: Nick Swafford <NSwafford@gainesvillega.gov>
Sent: Tuesday, June 8, 2021 8:49 AM
To: Sarah McQuade (Planning) <smcquade@hallcounty.org>
Cc: intownhomebuilders@gmail.com; Kayla Jackson <KJackson@gainesvillega.gov>
Subject: 2833 Pierce Road Water Availability

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 Sarah,

The City of Gainesville is able to serve the 8 proposed lots with domestic water as requested by Mr. Wallis. Please let me know if you need anything additional from me for this application.

Thanks,

Nick Swafford
Permitting Services Manager
Department of Water Resources



O | 770.538.2452
www.gainesville.org

300 Henry Ward Way, Ste. 305
Gainesville, GA 30501

**Please note, my email address is changing to nswafford@gainesvillega.gov Please update your address book.



Assessment Appeals Process

Would you like to submit an appeal to the Board of Assessors? [Click Here](#) for more information.

Appeal to Board of Assessors

To insure that your appeal is valid note the appeal deadline date in the upper right hand corner of your assessment notice. Appeals filed after this date are not valid.

Summary

Parcel Number 15021 000209
 Location Address 2833 PIERCE RD
 Legal Description 8.00 AC
 (Note: Not to be used on legal documents)
 Class R4-Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Zoning AR4
 Note: Refer to map zoning layer for official zoning.
 Tax District COUNTY (District 01)
 Millage Rate 27.185
 Acres 8
 Neighborhood 15th Ac north 5 to 25 05001 (05001)
 Homestead Exemption No (S0-)
 Landlot/District N/A

[View Map](#)

Owner

[WILLIAM JACKSON EDWARDS](#)
 3569 STANCIL ROAD
 GAINESVILLE, GA 30506

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Tract	Rural	1	8

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite - Average	2013	0x0 / 1	4	\$20,000

[What are Homesites?](#)

Prebill Mobile Homes

Account Number	Owner	Lot Number	Year Built	Manufacturer	Model	Width x Length
19500592	DANIEL RICHARD WILLIAMS		1975	REDMAN	ABINGTON	24x48
19507347	WILLIAM EDWARDS		1988	BELLCREST HOMES	HEATHERWOOD (SGL/MULTI)	24x56
19508787	MARSHALL KINSEY		1973	21ST CENTURY HOMES	TRENDSETTER (SGL/MULTI)	24x57
20617064	WILLIAM EDWARDS		1973	ECON-A-ROOM CORP	ALL MODELS FOR A MANUFACTURER	12x56

Sales

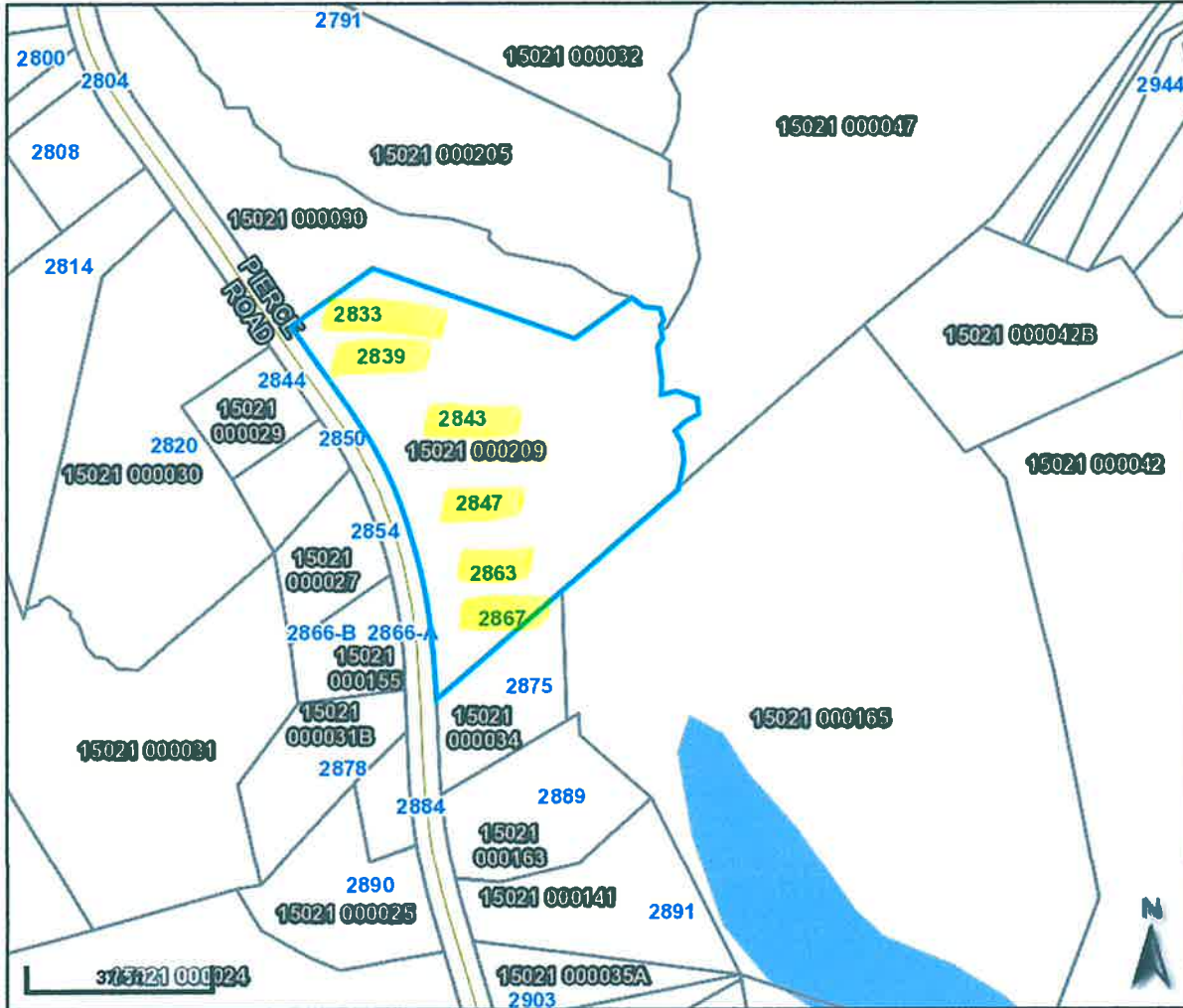
Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/7/2020	8614 658	878 404	\$38,000	PROPERTY SPLIT	KINSEY WILLIAMS JOYCE LANELL NIXON	EDWARDS, WILLIAM JACKSON

Valuation

	2021
Previous Value	\$0
Land Value	\$91,300
+ Improvement Value	\$0
+ Accessory Value	\$20,000
= Current Value	\$111,300

Assessment Notice

2021 Assessment Notice (PDF)



Overview



Legend

- Parcels
- Address Numbers
- Roads
- Cities**
 - BRASELTON
 - BUFORD
 - CLERMONT
 - FLOWERY BRANC
 - GAINESVILLE
 - GILLSVILLE
 - LULA
 - OAKWOOD
 - RESTHAVEN

Flood Map

- A - 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Base Flood Elevations (BFE) have not been determined.
- AE - 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Determined by detailed methods with Base Flood Elevations (BFE).

Parcel ID 15021 000209
Class Code Residential
Taxing District COUNTY
Acres 8

Owner WILLIAM JACKSON EDWARDS
 3569 STANCIL ROAD
 GAINESVILLE, GA 30506
Physical Address 2833 PIERCE RD
Assessed Value Value \$111300

Last 2 Sales

Date	Price	Reason	Qual
10/7/2020	\$38000	3	U
n/a	0	n/a	n/a

(Note: Not to be used on legal documents)

Date created: 6/5/2021

Last Data Uploaded: 6/4/2021 10:21:32 PM

Developed by Schneider
GEOSPATIAL

No data available for the following modules: Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Permits, Photos, Sketches.

NOTICE TO PROPERTY OWNERS AND OCCUPANTS In accordance with Georgia law (OCGA 48-5-264.1) please be advised that the properties located in Hall County may be visited by our appraisal staff concerning an appeal filed, return filed, construction of new improvements or additions and /or conservation use applications or during the course of the normal property appraisal process. The Appraiser/Data Collector will have a photo identification badge and will be driving an appropriately marked vehicle. If

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

[Last Data Upload: 6/4/2021, 10:21:32 PM](#)

Developed by
 Schneider
GEOSPATIAL

Version 2.3.123

Laura Ogletree (Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, July 15, 2021 1:08 PM
To: Sarah McQuade (Planning); Laura Ogletree (Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 8.2.21

Please find Environmental Health comments below:

Item 1, 4083 Whipporwill Road, Satterfield: The proposed subdivision plat was submitted to review and Environmental Health notified the applicant (surveyor) of requirements on May 25, 2021.

Item 2, 3536/3546 Atlanta Hwy, Chapman: 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. An existing system evaluation and/or septic system installation/modification may be required.

Item 3, 3504 Coker Road, Bailey: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 4, 3450 North Waterworks Road, FIDES: Property development with on-site sewage management systems cannot be approved due to the proposed use. Sewage treatment must be provided by public sewer or EPD permitted system. 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. Food service permit/plan review, and/or Tourist Accommodation permit/plan review, and/or Pool Permit/plan review may be required after review of business plan.

Item 5, 3018 Priest Circle, Jaimes: No comment.

Item 6, 3024 Priest Circle, Jaimes: No comment.

Item 7, 4938 Old Cornelia Hwy, Duffee: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Items 8 and 9, 3542 Wallis Road, Brand Properties: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled. Food service permit/plan review and/or Tourist Accommodation permit/plan review and/or Pool Permit/plan review may be required after review of business plan.

Item 10, 2288/2256 White Sulphur Road, 2350/2328/2312/2311 Waters Road, Williams Brothers: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled. Pool Permit/plan review may be required after review of business plan.

Item 11, 2661 Barret, 2545 Athens Hwy, Solidum: The potential for development with on-site sewage management systems will be dependent upon proposed use and ability to meet requirements of the Hall Count Board of Health Lot Size Resolution.

Item 12, 2935/2959/2971 Athens Hwy, Gainesville Freezer: 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 13, 2833 Pierce Road, Intown Home Builders: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Emily

Emily McGahee

Hall County Environmental Health

Hall County Government Center – 3rd Floor

2875 Browns Bridge Road

Mailing: PO Box 5901

Gainesville, GA 30504

(770) 531-3973

(770) 531-6767 (fax)

<http://dph.georgia.gov/environmental-health> (State Website)

<http://www.phdistrict2.org/HallCounty.htm> (District Website)

<http://www.hallcounty.org/devserv/environmental.asp> (County Website & Forms)

Laura Ogletree (Planning)

From: Peevy, Jonathan <jpeevy@dot.ga.gov>
Sent: Wednesday, July 14, 2021 5:53 PM
To: Laura Ogletree (Planning)
Cc: Niebauer, Parker J
Subject: RE: August 2, 2021 Tentative Planning Agenda

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.

Our comments are below in red.

Thanks!

Jonathan Peevy, P.E.
Assistant District Traffic Engineer



District 1 Traffic Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8276 office

From: Laura Ogletree (Planning) <logletree@hallcounty.org>
Sent: Tuesday, July 13, 2021 2:03 PM
To: Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Bill Nash (Public Works) <bnash@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chris Braswell (Planning) <cbraswell@hallcounty.org>; Christopher Armstrong (Fire Services) <carmstrong@hallcounty.org>; Beth Garmon (Planning) <egarmon@hallcounty.org>; Erika Vargas (Real Property) <evargas@hallcounty.org>; Frank Miller (Engineering) <fmiller@hallcounty.org>; Dykes, Jason <jdykes@dot.ga.gov>; Jason Skarda (Engineering) <jskarda@hallcounty.org>; Jeremy Wills <jeremy.wills@gainesville.org>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Peevy, Jonathan <jpeevy@dot.ga.gov>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Lamar Carver (Building Inspection) <lcarver@hallcounty.org>; Matt Cox <matt.cox@hallco.org>; Mike Little (Parks and Leisure) <mlittle@hallcounty.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; nswofford@gainesville.org; Pam Cravero <pam.cravero@hallco.org>; Rich Atkinson <rich@flowerybranchga.org>; Scott Puckett <spuckett@hallcounty.org>; Sarah McQuade (Planning) <smcquade@hallcounty.org>; Srikanth Yamala (Public Works) <syamala@hallcounty.org>; Stephen Cain <troy.s.cain@usace.army.mil>; Steve Watson (Real Property) <rswatson@hallcounty.org>; Susan Rector (Business License) <srector@hallcounty.org>; Tammie Croy (Engineering) <tcroy@hallcounty.org>; Wanda Sutton (Engineering) <wsutton@hallcounty.org>; Will Schofield <will.schofield@hallco.org>
Subject: August 2, 2021 Tentative Planning Agenda

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, August 2, 2021** 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 **Tuesday, July 20th**. Email comments to Sarah (smcquade@hallcounty.org) and Laura (logletree@hallcounty.org).

CALL TO ORDER

APPROVAL OF MINUTES- July 19, 2021

OLD BUSINESS

1. Previously tabled application of Judy Satterfield for a Use Subject to County Commission approval on a 51.90± acre tract located on the east side of Whiporwill Road approximately 985 feet from its intersection with Joe Chandler Road; a.k.a. 4083 Whiporwill Road; Zoned AR-IV; Tax Parcel 15009 000022. Proposed Use: 5 lot subdivision. ** Commission District 3.
2. Previously tabled application of Gail W. Chapman for a Use Subject to County Commission approval on 3.43± acres located on the northwest side of Atlanta Highway approximately 170 feet from its intersection with Wallis Road; a.k.a. 3536 and 3546 Atlanta Highway; Zoned H-B; Tax Parcels 08047 001004 and 001003. Proposed Use: outdoor storage within Gateway Corridors Overlay District (GCOD). ** Commission District 2.
3. Previously tabled application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 10.00± acre tract located on the west side of Coker Road approximately 840 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131(pt.). Proposed Use: 10 lot subdivision. ** Commission District 3.
4. Previously tabled application of FIDES Development to rezone from Agricultural Residential-III (AR-III) and Vacation Cottage (V-C) to Planned Residential Development (PRD) on a 16.28 acre tract located at the terminus of North Waterworks Road, Seymour Circle, and Seymour Drive; a.k.a. 3450 North Waterworks Road; Zoned AR-III and V-C; Tax Parcel 08167 005002. Proposed Use: mixed use residential development. ** Commission District 1.

NEW BUSINESS

5. [Application of Daniel Jaimes for a front yard setback variance from 40 feet to 30 feet on a 1.00± acre lot located on the west side of Priest Circle approximately 244 feet from its intersection with Wallace Road; a.k.a. 3018 Priest Circle; Zoned AR-IV; Tax Parcel 15023 000133. Proposed Use: bring structure into compliance. * Commission District 3.](#)
 - a. **No GDOT coordination needed.**
6. [Application of Daniel Jaimes for a front yard setback variance from 40 feet to 30 feet on a 1.11± acre tract located on the west side of Priest Circle at its intersection with Wallace Road; a.k.a. 3024 Priest Circle; Zoned AR-IV; Tax Parcel 15023 000133A. Proposed Use: bring structure into compliance. * Commission District 3.](#)
 - a. **No GDOT coordination needed.**
7. [Application of Douglas G. and Barbara E. Duffee for a road frontage variance from 150 feet to 62 feet on a 5.14± acre tract located on the south side of Old Cornelia Highway approximately 527 feet from its intersection with](#)

Whitehall Road; a.k.a. 4938 Old Cornelia Highway; Zoned AR-III; Tax Parcel 15008 000014. Proposed Use: 2 lot subdivision. * Commission District 3.

a. **GDOT coordination may be necessary.**

8. Application of Brand Properties, LLC for a front yard setback variance from 100 feet to 70 feet on a 30.69± acre tract located on the east and west sides of Wallis Road at its intersection with Atlanta Highway; a.k.a. 3542 Wallis Road; Zoned H-B and R-II; Tax Parcel 08047 001005. Proposed Use: 298 unit multi-family development. * Commission District 2.

a. **GDOT coordination required.**

9. Application of Brand Properties, LLC to rezone from Highway Business (H-B) and Residential-II (R-II) to Residential-Multi Family (R-MF) on a 30.69± acre tract located on the east and west sides of Wallis Road at its intersection with Atlanta Highway; a.k.a. 3542 Wallis Road; Zoned H-B and R-II; Tax Parcel 08047 001005. Proposed Use: 298 unit multi-family development. ** Commission District 2.

a. **GDOT coordination required.**

10. Application of Williams Brothers Development, LLC/Cameron Grogan to rezone from Agricultural Residential-III (AR-III) to Planned Residential Development (PRD) on a 33.90± acres located on the east side of White Sulphur Road at its intersection with Waters Road; a.k.a. 2288 and 2256 White Sulphur Road and 2350, 2328, 2312, and 2311 Waters Road; Zoned AR-III; Tax Parcels 15033D000004, 000005, 000001, 000013, 000003, and 000002. Proposed Use: 300 unit multi-family development. ** Commission District 4.

a. **GDOT coordination required.**

11. Application of Solidum Holdings, LLC to rezone from Planned Residential Development (PRD), Residential-III (R-II), and Agricultural Residential-IV (AR-IV) to Planned Industrial Development (PID) on a 105± acre tract located on the west side of Barrett Road at its intersection with Dorsey Peek Road; a.k.a. 2661 Barrett Road and 2545 Athens Highway; Tax Parcels 15023 000216 and 15023 000018A. Proposed Use: mixed-use commercial and industrial development. ** Commission District 3.

a. **GDOT coordination required.**

12. Application of Gainesville Freezer, LP to rezone from Agricultural Residential-IV (AR-IV) to Light Industrial (I-I) on a 42± acre tract located on the west side of Athens Highway approximately 233 feet from its intersection with Baker Road; a.k.a. 2935, 2959, and 2971 Athens Highway; Zoned AR-IV; Tax Parcels 15023 000039(pt.), 15024 000040A, and 15023 000132. Proposed Use: cold storage warehouse facility. ** Commission District 3.

a. **GDOT coordination required.**

13. Application of Intown Home Builders for a Use Subject to County Commission approval on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: minor subdivision. ** Commission District 3.

a. **GDOT coordination required.**

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, September 9, 2021** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, September 9, 2021. 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.

Laura Ogletree
Planning Commission Clerk
Hall County Government
2875 Browns Bridge Road, Gainesville, GA 30504
(770) 531-6810 | www.hallcounty.org



Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.



Hall County Government

PUBLIC WORKS AND UTILITIES

MEMORANDUM

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t: 770.531.6800 | f: 770.531.3945

SRIKANTH YAMALA
Director

BILL NASH, P.E.
Assistant Director

To: Sarah McQuade, Director of Planning and Development
From: Srikanth Yamala, Director of Public Works and Utilities
Date: July 20, 2021
Subject: August 2, 2021 Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the June 19, 2021 meeting. Upon review, we provide the following comments:

1. Previously tabled application of Judy Satterfield for a Use Subject to County Commission approval on a 51.90± acre tract located on the east side of Whipporwill Road approximately 985 feet from its intersection with Joe Chandler Road; a.k.a. 4083 Whipporwill Road; Zoned AR-IV; Tax Parcel 15009 000022. Proposed Use: 5 lot subdivision. ** Commission District 3.

- a) **Engineering:** Previous Comment
- b) **Traffic:** No Traffic Comments
- c) **Utilities:** Previous Comments

2. Previously tabled application of Gail W. Chapman for a Use Subject to County Commission approval on 3.43± acres located on the northwest side of Atlanta Highway approximately 170 feet from its intersection with Wallis Road; a.k.a. 3536 and 3546 Atlanta Highway; Zoned H-B; Tax Parcels 08047 001004 and 001003. Proposed Use: outdoor storage within Gateway Corridors Overlay District (GCOD). ** Commission District 2.

- a) **Engineering:** Previous Comment
- b) **Traffic:** No Traffic Comments
- c) **Utilities:** Previous Comment

3. Previously tabled application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 10.00± acre tract located on the west side of Coker Road approximately 840 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131(pt.). Proposed Use: 10 lot subdivision. ** Commission District 3.

- a) **Engineering:** Previous Comment
- b) **Traffic:** No Traffic Comments
- c) **Utilities:** Previous Comment

4. Previously tabled application of FIDES Development to rezone from Agricultural Residential-III (AR-III) and Vacation Cottage (V-C) to Planned Residential Development (PRD) on a 16.28 acre tract located at the terminus of North Waterworks Road, Seymour Circle, and Seymour Drive; a.k.a. 3450 North Waterworks Road; Zoned AR-III and V-C; Tax Parcel 08167 005002. Proposed Use: mixed use residential development. ** Commission District 1.

- a) **Engineering:** Previous Comment
- b) **Traffic:** Previous Traffic Comments Apply
- c) **Utilities:** Previous Comments

5. [Application of Daniel Jaimes for a front yard setback variance from 40 feet to 30 feet on a 1.00± acre lot located on the west side of Priest Circle approximately 244 feet from its intersection with Wallace Road; a.k.a. 3018 Priest Circle; Zoned AR-IV; Tax Parcel 15023 000133. Proposed Use: bring structure into compliance. * Commission District 3.](#)

- a) **Engineering:** No Comment
- b) **Traffic:** No Traffic Comments
- c) **Utilities:** No Comments

6. [Application of Daniel Jaimes for a front yard setback variance from 40 feet to 30 feet on a 1.11± acre tract located on the west side of Priest Circle at its intersection with Wallace Road; a.k.a. 3024 Priest Circle; Zoned AR-IV; Tax Parcel 15023 000133A. Proposed Use: bring structure into compliance. * Commission District 3.](#)

- a) **Engineering:** No Comment
- b) **Traffic:** No traffic comments
- c) **Utilities:** No Comments

7. [Application of Douglas G. and Barbara E. Duffee for a road frontage variance from 150 feet to 62 feet on a 5.14± acre tract located on the south side of Old Cornelia Highway approximately 527 feet from its intersection with Whitehall Road; a.k.a. 4938 Old Cornelia Highway; Zoned AR-III; Tax Parcel 15008 000014. Proposed Use: 2 lot subdivision. * Commission District 3.](#)

- a) **Engineering:** All Driveways must be permitted.
- b) **Traffic:** No Traffic Comments
- c) **Utilities:** No Comment

8. [Application of Brand Properties, LLC for a front yard setback variance from 100 feet to 70 feet on a 30.69± acre tract located on the east and west sides of Wallis Road at its intersection with Atlanta Highway; a.k.a. 3542 Wallis Road; Zoned H-B and R-II; Tax Parcel 08047 001005. Proposed Use: 298 unit multi-family development. * Commission District 2.](#)

- a) **Engineering:** Maintain all Stream Buffers
- b) **Traffic:** No traffic comments for variance request. See development comments for item #9.
- c) **Utilities:** No Comment

9. [Application of Brand Properties, LLC to rezone from Highway Business \(H-B\) and Residential-II \(R-II\) to Residential-Multi Family \(R-MF\) on a 30.69± acre tract located on the east and west sides of Wallis Road at its intersection with Atlanta Highway; a.k.a. 3542 Wallis Road; Zoned H-B and R-II; Tax Parcel 08047 001005. Proposed Use: 298 unit multi-family development. ** Commission District 2.](#)
- Engineering:** Maintain All Stream Buffers
 - Traffic:** Recommend requiring a decal and left turn lane on Wallis Road for the proposed 280-unit development.
 - Utilities:** No Comment
10. [Application of Williams Brothers Development, LLC/Cameron Grogan to rezone from Agricultural Residential-III \(AR-III\) to Planned Residential Development \(PRD\) on a 33.90± acres located on the east side of White Sulphur Road at its intersection with Waters Road; a.k.a. 2288 and 2256 White Sulphur Road and 2350, 2328, 2312, and 2311 Waters Road; Zoned AR-III; Tax Parcels 15033D000004, 000005, 000001, 000013, 000003, and 000002 . Proposed Use: 300 unit multi-family development. ** Commission District 4.](#)
- Engineering:** Wetland Study and Corps of Engineering Approval required to address filling in existing pond. Georgia Power Encroachment Agreement required. Maintain all stream buffers; two separate drain basins would require two separate stormwater ponds.
 - Traffic:** As long as no other individual properties served by Waters Road, we recommend that it be abandoned as a County roadway. In addition, since White Sulphur Road and right-of-way is under the City of Gainesville's jurisdiction, development driveway access must be reviewed, approved and permitted by the City of Gainesville.
 - Utilities:** No Comment
11. [Application of Solidum Holdings, LLC to rezone from Planned Residential Development \(PRD\), Residential-III \(R-II\), and Agricultural Residential-IV \(AR-IV\) to Planned Industrial Development \(PID\) on a 105± acre tract located on the west side of Barrett Road at its intersection with Dorsey Peek Road; a.k.a. 2661 Barrett Road and 2545 Athens Highway; Tax Parcels 15023 000216 and 15023 000018A. Proposed Use: mixed-use commercial and industrial development. ** Commission District 3.](#)
- Engineering:** Flood Plain in the back and I don't see it on the plans and they are not showing any storm.
 - Traffic:** Recommend that access be off Athens Hwy (SR11/US129) only. If access off Barrett Road is to be considered, we recommend the following requirements:
 - Developer improve Barrett Road to Hall County industrial standards from Athens Hwy (SR11/US129) to the developments proposed driveway.
 - Left turn lanes on Barrett Road for proposed driveway.
 - Development construction, commercial and industrial traffic is only permitted to use Barrett Road from Athens Hwy (SR11/US129) to site access. The remainder of Barrett Road is restricted and the Developer/development must provide and maintain appropriate traffic signage to ensure compliance.
 - Improvements to Barrett Road must be constructed concurrently with site development.
 - Developer is responsible for coordinating Barrett Road improvements with the Georgia Department of Transportation (GDOT) and acquiring any necessary permits.

- Developer is responsible for all costs associated with required improvements.

c) **Utilities:** No Hall County Sanitary Sewer available nearby

12. Application of Gainesville Freezer, LP to rezone from Agricultural Residential-IV (AR-IV) to Light Industrial (I-I) on a 42± acre tract located on the west side of Athens Highway approximately 233 feet from its intersection with Baker Road; a.k.a. 2935, 2959, and 2971 Athens Highway; Zoned AR-IV; Tax Parcels 15023 000039(pt.), 15024 000040A, and 15023 000132. Proposed Use: cold storage warehouse facility. ** Commission District 3.

a) **Engineering:** Flood in the Back Not Showing it on the Plans

b) **Traffic:** No Traffic Comments

c) **Utilities:** No Hall County Sanitary Sewer available nearby

13. Application of Intown Home Builders for a Use Subject to County Commission approval on a 8.00± acre tract located on the west side of Pierce Road approximately 2,705 feet from its intersection with Old Cornelia Highway; a.k.a. 2833 Pierce Road; Zoned AR-IV; Tax Parcel 15021 000209. Proposed Use: minor subdivision. ** Commission District 3.

a) **Engineering:** Stormwater Report needed since over 6 lots.

b) **Traffic:** since collector will need 150' minimum frontage, driveways to maintain sight distance based on speed limit.

c) **Utilities:** No Comment