



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

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

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, August 07, 2023 - 03:00 PM**

Call to Order

Appointments for Consideration

- 1 Appointment to the Department of Family and Children's Services (DFACS) Board to serve an unexpired term to June 30, 2028. Chairman's Appointment.

Community Services and Parks

- 2 Approve the award of RFQ/P #44-012 Athletics Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA. The estimated annual cost is \$175,000.00.

County Attorney

- 3 Approve the amendment to the April 25, 2023 Voting Meeting Minutes regarding the 'Call to Order' to correct a scrivener's error.
- 4 Approve the Stipulation and Settlement Agreement in the Workers Compensation case of former employee Edward Thomas, and authorize the Chairman to execute any and all documents necessary to effectuate the settlement, subject to the review and approval of the County Attorney.
- 5 Approval and authorization for the Chairman to execute a Settlement Agreement with Judy Gaines, Glenn Terrell Gaines, and Kerith Gaines Smith to acquire a portion of Sardis Road Connector Project Parcels 139, 140, and 141 in the amount of \$3,000,000.00; and authorization to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Elections

- 6 Approve the sole source purchase of eleven (11) Runbeck Voting HUBS for Elections to Runbeck Elections Services, Inc. of Phoenix, AZ, in the amount of \$51,150.00.

Financial Services

- 7 Approve the agreement with Bates, Carter and Company, LLP for Financial Services for FY 2023 annual audit services and authorize the Chairman to execute all necessary documents. The estimated cost is \$121,000.00.

Fire Rescue

- 8 Approve the purchase of a Landing Craft Fire Boat for Fire Rescue to Lake Assault Boats, LLC of Superior, WI, in the amount of \$697,776.57.

Planning and Development

- 9 Approve the Professional Services Agreement to acquire updated building and road edge layers to coincide with new aerial photography actively being acquired as part of the 2023 Georgia Mountains Regional Commission (GMRC) Orthoimagery and LiDAR Project for Planning & Development to NV5 Geospatial, Inc. of St. Petersburg, FL, in the amount of \$82,875.00.
- 10 **3293 & 3341 Buffington Farm Road & Haselton On Lanier Subdivision, Phase 1 | Amend Conditions |** of a Planned Residential Development (PRD) on a 108.13± acre tract located on the west side of Buffington Farm Road at its intersection with Cagle Road | Zoned PRD; Tax Parcels 09105 000001, 09108 000107 - 000109, & 09106 000003, 000003A, 000007, 000013-000025 | **Proposed use: 216-lot subdivision |** Commission District 3 | **Arabella Capital, LLC, applicant.**
- 11 **3271 & 3270 Buffington Farm Road | Rezone |** from Agricultural-Residential-III (AR-III) and Vacation-Cottage (V-C) to Planned Residential Development (PRD) on a 55.54± acre tract located on the north side of Buffington Farm Road at its intersection with Cagle Road | Zoned AR-III & V-C; Tax Parcels 09106 000001A & 000005 (pt.) | **Proposed use: 121-lot subdivision |** Commission District 3 | **Arabella Capital, LLC, applicant.**

Public Works and Utilities

- 12 Approve the purchase of three (3) 2023 Ford F-150 trucks for Public Works & Utilities to Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of \$162,834.00.
- 13 Approve the process to initiate the abandonment of Pass Drive and Biscayne Boulevard, which includes all of Pass Drive from Patterson Road to Lanier Parkway, a.k.a I-985 (390 +/- feet), as well as all of Biscayne Boulevard from Patterson Road to Lanier Parkway a.k.a. I-985 (400 +/- feet). Commission District 2.

Sheriff's Office

- 14 Approve the FY 2024 School Resource Officer annual agreement between Hall County and the Hall County Board of Education.
- 15 Approve the purchase of twenty (20) vehicles for the Sheriff's Office to Brannen Motor Company of Unadilla, GA and Hardy Chevrolet, Inc. of Gainesville, GA, in the amount of \$826,500.00.

County Administrator

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

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

Appointments for Consideration

REPORT TO: Work Session (08/07/23)

REPORT TO: Voting Meeting (08/10/23)

ITEM NO: 432/2023

SUBJECT: Appointment to the Department of Family and Children's Services (DFACS) Board to serve an unexpired term to June 30, 2028. Chairman's Appointment.

Meetings:

Work Session Date: 08/07/23 **Voting Meeting Date:** 08/10/23

Executive Summary:

Presenter: B

Recommendation: N/A

Purpose of Request:
 Appointment to the Department of Family and Children's Services (DFACS) Board to serve an unexpired term to June 30, 2028. Chairman's Appointment.

History:
 Helen Scovill is the current appointment.

Facts and Issues:
 Helen Scovill is ineligible to serve as she serves on the Court Appointed Special Advocate (CASA) Board.

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
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Approve	Clerk
JR	JR

Attachments:



AGENDA ITEM

Community Services and Parks

REPORT TO: Work Session (08/07/23)

REPORT TO: Voting Meeting (08/10/23)

ITEM NO: 424/2023

SUBJECT: Approve the award of RFQ/P #44-012 Athletics Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA. The estimated annual cost is \$175,000.00.

Meetings:

Work Session Date: 08/07/23

Voting Meeting Date: 08/10/23

Executive Summary:

Presenter: BH

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P #44-012 Athletics Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA. The estimated annual cost is \$175,000.00.

History:

Facts and Issues:

Options:

The recommendation stems from the competitively bid RFQ/P #44-012.

To provide athletic officiating services for Hall County Parks & Leisure Services youth and adult athletic leagues for FY 2024.

Games may be scheduled at any of the following parks: Alberta Banks Park, Butler Park, Cool Springs Park, East Hall Community Center and Park, Hog Mountain Sports Complex, Laurel Park, Mulberry Creek Community Center, Murrayville Park, North Hall Community Center and Park, Platt Park, Sardis Park, Spout Springs Sports Complex, and other facilities used for league play as determined by Hall County.

The vendor is to provide and schedule qualified officials to officiate league games for the following sports: Youth basketball, youth baseball, youth softball, adult softball, and adult basketball.

Funding Requested	\$ 175,000.00
Are funds within current budget?	Yes
Source of Funds	Parks and Leisure 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?	2023-07-31

Approvals:

Buyer	Submit	Approve	Purchasing
MH	BH	BH	AP
Budget	Finance	Attorney	Administration
TS	WG	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- Athletics Officiating Services Contract
- Bid Response
- Bid Tab
- RFQ/P Packet



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

AGENDA ITEM 424/2023

Funds Requested: \$ 175,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Parks and Leisure Fund

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	523850-CONTRACT LABOR	\$125,356.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	521000-PROFESSIONAL SERVICES	\$-5,350.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	522203-GROUNDS MAINTENANCE	\$-1,275.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	522321-EQUIPMENT RENTAL	\$-2,050.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	523201-COMMUNICATIONS	\$-5,625.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	523300-ADVERTISING	\$-2,242.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	523400-PRINTING & BINDING	\$-450.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	523500-TRAVEL	\$-4,050.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	531100-GENERAL SUPPLIES AND MATERIALS	\$-1,275.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	531104-SIGNS	\$-2,750.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	531210-WATER	\$-5,477.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	531220-GAS	\$-5,350.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	531270-FUEL	\$-5,350.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	531600-SMALL FURNITURE & EQUIPMENT	\$-1,275.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	531700-UNIFORMS	\$-5,850.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	522200-REPAIRS AND MAINTENANCE	\$-1,275.00
2024	273-PARKS & LEISURE SERVICES FUND	6210-PARKS AND LEISURE SERVICES	523850-CONTRACT LABOR	\$49,644.00

Additional Information/Comments:

Contact for Questions: BH

Phone:

678-997-5823



Hall County Government

FINANCIAL SERVICES

CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #44-012

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

For the provision of

Athletics Officiating Services

ARTICLE #101 - INTRODUCTION

This Contract for Athletics Officiating Services, (hereinafter “Services”) as entered into on August 10, 2023, and with an Effective Date of August 10, 2023 is by and between; Hall County, Georgia (hereinafter “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Hall County Officials (Hereinafter “Contractor”), located at 6264 Cove Circle Drive, Flowery Branch, GA 30542. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a “Party” and collectively as the “Parties”.

Whereas, the Parties do mutually desire to enter into this Contract to document the provision of Services or other good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this Contract is the result of the competitively bid RFQ/P#: 44-012, and contains the Contractor’s bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

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

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFQ/P#: 44-012 and the Bidder’s response.

- B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C – Mandatory Cost Proposal Worksheet, as incorporated herein by reference, for the lump-sum cost (including P&P Bonds and all permits as required) shown below:

Contractor is to invoice the County after substantial completion of each Fire Station in arrears. County will pay Contractor for each Fire Station Concrete Repair Service one-at-a-time after inspection and acceptance of work.

- C. **Price Escalation Clause.** (If required) Contractor may request up to, but no more than, a three-percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Brent Holloway
Director
Parks & Leisure
4175 Nopone Rd.
Gainesville, GA 30506
bholloway@hallcounty.org
Ph.: (770) 535-8280

COUNTY ISSUING OFFICER

Mike Hawkins
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd.
Gainesville, GA 30504
mhawkins@hallcounty.org
Ph.: (678) 696-2497

CONTRACTOR'S CONTACT INFO

Corey Collins
President
Hall County Officials
6264 Cove Circle Drive
Flowery Branch, GA 30542
coreycollins42@yahoo.com
Ph.: (770) 519-9125

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

For construction projects, until substantial and final completion of services according to the time-schedule and all sub-contractor(s) and material suppliers liens are satisfied.

For Multi-Year Contracts, One (1) initial year with four (4) one-year renewal options.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or

delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

- B. Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section four (4) above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

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

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

C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference

between the Contract and the substitute Contract to the defaulting Contractor; and/or,

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

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

G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the

Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE # 118-- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

- a. \$500,000 Bodily Injury by Accident Each Accident
- b. \$500,000 Bodily Injury by Disease Each Disease
- c. \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

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

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

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

- a. \$1,000,000 per Occurrence

Additional Provisions:

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

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

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the

Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”

- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder’s response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor’s delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement:
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. Invoice/Payment.

1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.
2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PAYMENT BONDS

The Contractor must furnish to the County a Payment Bond, both equal to one-hundred percent (100%) of the Contract's total initial award dollar amount. The County will only issue a Notice-to-Proceed after the bond is received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide a new bond at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE

The County will retain (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are-herein-incorporated into this contract by reference.

EXHIBIT C - Mandatory Cost Proposal or Price Sheet(s)

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131– VALIDITY

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. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.

15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.

35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

COMPANY'S FULL LEGAL NAME

HALL COUNTY, GEORGIA

By: Cacey D. Collins / Hall County Officials By: _____
Richard Higgins, Chairman

Title: CEO / President Hall County Board of Commissioners

Print Name: Cacey D Collins Attestment: _____
Hall County officials County Clerk

Sworn to and subscribed before me this

Sworn to and subscribed before me this

18th Day of July, 2023

_____ Day of _____, 2023

Notary Public: Deena Standridge Cowart

Notary Public: _____

Notary commission expires: Aug. 31, 2023

Notary commission expires: _____

[Locus Sigilli – Seal or Stamp]

[Locus Sigilli – Seal or Stamp]



APPROVED AS TO FORM:

William J. Linkous III
William Linkous III, County Attorney, or designee

EXHIBIT C
MANDATORY COST PROPOSAL WORKSHEET
RFQ/P#: 44-012

Fee and Rate Schedule: In connection with the Contractor's preparation of the Cost Proposal, it is understood and agreed hereby that the following Fee and Rate Schedule was the basis for the Cost Proposal to provide the Scope of Work, as set forth in the Request for Proposal. Furthermore, it is also understood and agreed that this Fee and Rate Schedule will be the basis for any services required for the work by the Owner. Hall County intends to hire one firm for this service. Multiple vendors would be utilized only if necessary cover the entire county appropriately.

1. Basic Project Service Rates:

SUMMER: Adult Basketball: Ages 18+ - 42-60 players; 6-8 teams, 42-64 Games

Referees per game 2 Referees Cost per Ref/per game \$ 30⁰⁰

FALL: Youth Baseball: Age 6 to 16 – 575 players; 53 teams, 270 Games

Umpires per game 2 Umpires Cost per Ump/per game \$ 50⁰⁰

Youth Softball: Age 8 to 12 – 166 players; 14 teams, 70 Games

Umpires per game 2 Umpires Cost per Ump/per game \$ 45⁰⁰

Adult Softball: Ages 18+ - 80-120 players; 8-12 teams, 64-96 Games

Umpires per game 2 Umpires Cost per Ump/per game \$ 30⁰⁰

WINTER: Youth Basketball: Ages K-8th Grade-1,434 players; 160 teams, 800 Games

Referees per game 2 Referees Cost per Ref/per game \$ 50⁰⁰

SPRING: Youth Baseball: Age 5 to 16 years – 939 players; 80 teams, 400 Games

Umpires per game 2 Umpires Cost per Ump/per game \$ 50⁰⁰

Youth Softball: Age 8 to 12 years – 277 players; 26 teams, 130 Games

Umpires per game 2 Umpires Cost per Ump/per game \$ 45⁰⁰

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RFQ/P#: 44-012

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EXHIBIT E

MANDATORY SCORED QUESTIONS/RESPONSES TECHNICAL RESPONSE WORKSHEET

Bidder's company name: _____

All ten (10) questions below MUST be answered. Each question is weighted and scored for completeness and detail. The maximum possible amount of points is eight-hundred (800) total. The County's Evaluation Committee will review and assign percentage scores to each question depending on the answers provided. The maximum amount of points is eight-hundred (800) for this Technical Response Worksheet, and 200 maximum points for the Mandatory Proposal Cost Schedule, tendering a total of 1,000 possible maximum points. The Contractor(s) with the highest point values will be considered the apparent contract award winner(s) and may be invited to interview with the County's Evaluation Committee for further discussions, and may be asked to enter into further negotiations. Use additional pages and attach if needed.

No.	Question	Answer
1	Does your company have at least three (3) sequential years of experience in the field?	HCO has been in business for 12 yrs.
2	Describe in narrative form at least three (3) projects within the past five (5) years, in similar size and scope that you have completed with project names, entity name, references names and contact details.	HCO provides officials for the NFAA Football League that holds 32 counties.
3	Will any of the proposed services be subcontracted out to a third-party? If so, denote the work, the percentage of total, and list each of the legal entity's company names of the third-party(s).	NO
4	Please detail your safety policy and attach it with your bid.	HCO safety policy: The Referee is responsible, and has a duty to stop games if child is injured.
5	Describe the expertise of your work force. Do all key personnel have professional certifications and if so, what type?	All Referees are certified through GHSA or GISA.
6	Please provide a chart describing the roles of the key personnel and the specific contributions that you expect them to make as part of your proposal.	Make sure payments and communications is on point. Any late payments will accumulate late fees!
7	Explain your training process for each assigned position. Explain how all assigned officials are instructed to resolve possible complaints/issues that may be brought directly to their attention during the course of their duties.	All officials attend all training sessions before seasons starts. Any complaints are brought to HCO Board.
8	Please provide a written method of approach to describe how you manage the staffing and scheduling, along with any other necessary services related to officiating recreational athletic leagues.	HCO uses a Ref team App to assign all officials for game duties.
9	Describe how your company verifies that the officials adequately perform the work described under this RFQ/P (i.e. - Monitoring, evaluating, etc). Also, include how corrective actions with officials are implemented.	HCO Board/Committee are assigned to each field or game checking on officials. Any complaints is handled by the leader of HCO.
10	Per documentation of this solicitation you must keep a sufficient work force to perform the requirements of this contract. Describe how you will continue to maintain this work force. What is your companies succession planning when an official quits or calls out?	HCO is equipped with enough Refs or umpires if calling out or someone quits occurs.

RFQ/P#: 44-012
Bid Tab

Hall County Officials – Flowery Branch, GA (PRICES BELOW)

Lanier Softball Officials Association – Gainesville, GA (NO BID)
America's Pastime Officials – Gainesville, GA (NO BID)

SUMMER: Adult Basketball: Ages 18+ - 42-60 players: 6-8 teams, 42-64 Games

Referees per game 2 Cost per Ref/per game \$ 30.00

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Umpires per game 2 Cost per Ump/per game \$ 45.00

Assigning Fee (If Applicable): \$5.00 Per Official/Per Game

Exception to Specifications:

Tournaments would be charged differently.



Hall County Government

FINANCIAL SERVICES

Request for Qualifications with Cost Proposals

RFQ/P #44-012

For the provision of

Athletics Officiating Services

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

FINANCIAL SERVICES DIRECTOR
Wesley Geddings

Schedule of Events:

Bid Post Date: June 20, 2023

Bidders Questions Due Date: July 10, 2023

Answers to Questions Due Date: July 12, 2023

Bid Due Date: July 20, 2023 @ 2:00pm EST

Bidding Process: The County is now seeking sealed proposals from interested qualified parties to provide athletic officiating services for Hall County Parks & Leisure Services youth and adult athletic leagues for FY 2024, and to form a binding contract for officiating services with a secured vendor that meets all quality and performance measures. The County will accept bids in the Purchasing Department located on the fourth (4th) floor of the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA 30504, until July 20, 2023, at 2:00PM.

Addendums: If needed and in the best interest of the County, Purchasing may make any extension of the bidding period by a formal written addendum and publicly posted. The County will not read cost factors at that time but may publish the results once the evaluation process is completed.

Proposal Documents: Bidders may request submittal documents via the County's Website at <https://www.hallcounty.org/Bids.aspx>, then click the 'Request a Bid Packet' link, fill out the requested information, click 'Submit', and Purchasing will send you a bid package via email.

General Qualifications:

1. The contractor shall be responsible for all work performed in support of this contract. Sub-contractors shall perform no work unless pre-approved in writing by the County. Contractors must disclose any intended Sub-contractors within the bid at the time of bid submissions. If the bidder intends to use a sub-contractor to fulfill one entire segment of this contract, then the bidder should submit to the County professional references for the sub-contractor on jobs similar in size and scope. Once the County has awarded the contract, the contractor cannot change sub-contractors without seeking written pre-approval from the County. The County reserves the right to check all references and conduct background checks on any changes to sub-

contractors or workers performing work under this contract. The contractor shall be wholly responsible for the quality of their sub-contractor's work. The contractor shall not award more than twenty-five percent (25%) of the work to sub-contractors on any project, without prior approval of the County Representative.

2. The awarded contractor(s) shall provide products and services as detailed in this RFQ/P.
3. The County must pre-approve any change orders in writing. The County may deny any work done before the issuance of a written change order. Contractor is not to accept any verbal change order(s) from the project manager. The County will work will be considered out of scope and thus not compensated.
4. Contractor shall provide copies of the following Licensing with their bid response:
 - A. Valid Business License
 - B. Required licenses and certifications
 - C. Letter of Bondability that your firm can acquire a Payment bond equal to 100% each of the contract value. Awarded Contractor must produce the Bond prior to any work commencing.

Request for Clarification: The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants. The County considers a bid response as an irrevocable offer, good for a period of one-hundred and twenty (120) days from submission.

Legally Binding Agreement: The County and the selected Service Provider shall enter into a formal agreement; substantially in the form of the attached EXHIBIT K: SAMPLE CONTRACT TEMPLATE. All questions regarding the scope of services should be included in the response to the Proposal. If there are no objections, an affirmative statement to this effect is required.

The County reserves the right to reject all proposals, and to negotiate fees, conditions, or terms with the respondent submitting the overall best proposal.

Proposal Information: In consideration of service fee proposal, assume the following:

Technical Proposal Response: Bidders must answer all mandatory questions, which are pass/fail, and the mandatory scored questions, which are weighted. The County's Evaluation Committee will weigh the answers with point values. The total maximum points available for the Technical Proposal response is eight-hundred (800) points.

The proposer's response should be limited to direct answers to the questions asked. Proposers are required to answer all the mandatory, scored questions.

Bidders may expand their answers to the questions onto separate pages if needed, with the question repeated at the top of each page, in addition to the space provided next to each mandatory scored question worksheet.

Responses to the questions should be clear and concise. If possible, summarize key information or points for each question at the beginning of answers.

Evaluation and Selection: The County will evaluate all submittals in accordance with the Official Code of Hall County, Georgia 3.10, and as further detailed herein. The County will evaluate proposals using a two-step process. The first is the 'Technical Proposal' that outlines the bidding firm's qualifications and experience and its approach to offering the Service. The total available points available is eight-hundred (800) points.

The Evaluation Committee will then evaluate cost for such services to determine the best value in the interest of the County. The total available points available for cost is two hundred (200). The total highest score is a possible one-thousand (1,000) points. The highest scoring proposal will be the apparent award winner and may enter negotiations with the County.

The County has determined its own Evaluation and Selection Committee to review the submitted qualifications and the cost proposals of submitting firms. During the evaluation process, the County reserve the right, when it may serve the County's best interest, to request information for clarification from proposers and to allow corrections to errors or omissions.

Defined Terms: For the purpose of this Request for Qualifications and Cost Proposals, the terms; 'consultant', 'submitter', 'proposer', 'firm' and 'bidder', 'contractor', 'agency', 'company', shall mean one and the same. Additionally, the terms 'submittal', 'bid', 'response' and 'proposal' shall also mean one and the same. Additionally, 'Hall County, Georgia', 'Hall County Government', 'Hall County Board of Commissioners', and 'County', shall all mean one-and-the-same.

Validation: Bidders must sign and notarize their submittals. Hall County requires that bidder's provide a cover letter with a signature by an officer of the firm with the submittal to ensure its originality. Please submit one (1) hard paper proposal marked "Original" with a signature, along with three (3) copies, and additionally provide the proposals

(technical and separately cost) in a digital format on a flash drive, in both Microsoft Word and Excel, as each document requires.

The County reserves the right to retain all proposals submitted and use any idea(s) in a proposal regardless of contract award or not. The County shall have the right to waive any informality or irregularity of immaterial deviation in any bid received.

Bidders must complete and return all forms and documents entitled 'Mandatory' with the bid or the proposal. Failure to do so may deem the proposal non-responsive and the County will not evaluate for award.

Award Process: The County reserves the option to reject any or all bids, in whole-or-in-part, or to select any bidder to complete the described Service. The County will not make an award of contract solely based on lowest bid, but also on approach, references, qualifications and other subjective criteria as the County may deem necessary and determine at its sole discretion. Bidder then expressly understands that the County may reject the proposal for any reason without liability on part of the County to the Bidder.

Questions: Bidder's must present all questions in writing and directed solely to the issuing officer at mhawkins@hallcounty.org. No other contact of any nature, verbal, email, or other communication is permissible with any other County staff member, nor its elected officials, nor Commissioners, during the evaluation process. The County may deem such as collusion, and thus render the submission in violation of the Official Code of Hall County and thus the County may render the proposal as non-responsive and not evaluate the proposal for an award.

A pre-bid meeting will be held Friday, June 30, 2023 @ 10:00 AM at the following address:

North Hall Community Center
4175 Nopone Road
Gainesville, GA. 30506

This will give an opportunity to ask any questions.

Respectfully,

Mike Hawkins, Buyer
Hall County, Georgia

Table of Contents

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8.0 Exhibits and Attachments

1.0. INTRODUCTION

Hall County, Georgia, incorporated in the State of Georgia, desires to establish a qualified vendor, and is soliciting submissions for this Request for Qualifications with Cost Proposal (herein 'RFQ/P') for the service.

2.0. STATEMENT OF NEED

The County seeks to award one (1) company for the Athletics Officiating Services. The County expects the awarded company to be prompt, attentive, and able to perform the work in a timely and scheduled manner and with personnel, including sub-contractors, to be professional in approach and uniform in production.

3.0 GENERAL BUSINESS REQUIREMENTS

3.1 Insurance Requirements. The Contractor must maintain insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of coverage at least in the amounts indicated in EXHIBIT K – SAMPLE CONTRACT TEMPLATE FOR SERVICES. The insurance certificate must list County as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

3.2 Payment Bond. The successful awarded Contractor must furnish to the County a Payment bond equal to one-hundred percent (100%) of the total amount of the initial year's contract award amount and at each renewal and extension thereafter. The County will only accept surety companies licensed to do business in the State of Georgia.

4.0 SCOPE OF SERVICES

Contractor agrees to provide the service to the County as described in this RFQ/P # 44-012 and the bidder's response. The selected Contractor will be asked to perform all operational responsibilities associated with this system on an annual basis. This Contract shall have a one (1) year initial term, with four (4) additional one (1) year renewals, based on the approval of both parties. Hall County reserves the right to reject all proposals.

4.1 CONTRACTOR'S RESPONSIBILITIES

1. GENERAL

The vendor is to provide and schedule qualified officials to officiate league games for the following sports: youth basketball, youth baseball, youth softball, adult softball, and adult basketball. Games may be scheduled at any of the following parks: Alberta Banks Park, Butler Park, Cool Springs Park, East Hall Community Center and Park, Hog Mountain Sports Complex, Laurel Park, Mulberry Creek Community Center, Murrayville Park, North Hall

Community Center and Park, Platt Park, Sardis Park, Spout Springs Sports Complex, and other facilities used for league play as determined by the Owner.

Interested vendors are to provide pricing for officials for each sport and age division, experience and references, qualifications (professional certifications of all key personnel, chart describing their roles, and the specific contributions that you expect them to make as part of your proposal), and service delivery (written method of approach to describe how you manage the staffing, training, scheduling, monitoring, evaluating, and other necessary services related to officiating recreational athletic leagues). The specific services requested are outlined in detail in the scope of services within this request for proposal.

2. BACKGROUND

Hall County Parks & Leisure Services ("HCPL") offers youth and adult athletic leagues in the fall, winter, spring and summer seasons. The leagues and estimated number of participants per league based on participation information for leagues offered during Fiscal Year 2023 (July 1, 2022-June 30, 2023) are noted below:

SUMMER:

* Adult Basketball: Ages 18+ - 42-60 players: 6-8 teams

FALL:

* Youth Baseball: Age 6 to 16 – 575 players; 53 teams

* Youth Softball: Age 8 to 12 – 166 players; 14 teams

* Adult Softball: Ages 18+ - 80-120 players; 8-12 teams

WINTER:

* Youth Basketball: Ages Kindergarten to 8th Grade – 1434 players; 160 teams

SPRING:

* Youth Baseball: Age 5 to 16 years – 939 players; 80 teams

* Youth Softball: Age 8 to 12 years – 277 players; 26 teams

3. STATEMENT OF WORK

The HCPL athletics program is expected to include approximately 3,500 or more children and adults from the local community. The number of league games per sport/season is based on the total number of teams and is estimated to be as follows:

SUMMER (June-August)

* Adult Basketball: 42-64 Games

FALL (September-October):

* Youth Baseball: 270 Games

* Youth Softball: 70 Games

* Adult Softball: 64-96 Games

WINTER (November-February):

* Youth Basketball: 800 games

SPRING (March-May):

* Youth Baseball: 400 games

* Youth Softball: 130 games

NOTE: HCPL reserves the right to add a league during the term of the contract if there is a demand to do so.

Games will be held primarily on weeknights with some younger divisions playing primarily on Saturdays. Other leagues may play on weekends (including Sundays) if needed due to unforeseen circumstances such as

weather, field maintenance/repairs, etc. Some leagues may offer end-of-season tournament play, which could increase the number of games estimated above.

HCPL expects that a typical game for most sports will involve a two (2) person crew who will officiate one (1) to three (3) games per day. Weekend schedules may require up to six (6) games per day, per facility if needed. All baseball and softball games are expected to have one (1) umpire positioned behind home plate with protective gear and one (1) official positioned in the field of play.

A preseason meeting will be scheduled for each sport by the HCPL. The authorized representative and booking agent for the selected Contractor are required to attend all preseason meetings with staff at no charge to HCPL. All officials who may work one of the games are encouraged to attend at no charge to HCPL.

All officials will be expected to pass a basic rules knowledge test of 90% or higher prior to the first scheduled games for each sport and season in order to officiate games for the current season. The tests will be administered by HCPL staff.

The selected Contractor is expected to provide officials that are competent and familiar with, and operate within, standard governing bodies for sports rules plus local supplemental league rules. Examples of standard governing bodies for sports rules may include but are not limited to the following: Georgia High School Association ("GHSA"), National Federation of High Schools ("NFHS"), National Softball Association ("NSA"), Amateur Softball Association ("ASA"), etc.

TRAINING: The selected Contractor will conduct a minimum of one (1) internal training meeting per sport per season for which attendance will be mandatory for Contractor's officials. HCPL expects officials to attend these meetings at no charge to HCPL. HCPL will also have an open invitation to attend these training meetings to address any concerns directly.

The selected Contractor will provide mandatory training of their officials both in the classroom and on the court/field. The Contractor or other approved/accredited organization may conduct the training. League rules will be distributed by HCPL to the Contractor prior to the start of each sport's season. The Contractor should distribute rules to all officials affiliated with the Contractor. The Contractor will maintain a signature sheet for each official confirming review of the rules. HCPL will provide training facilities to the Contractor free of charge once per sport per season per the term of the agreement for the purpose of training officials and/or subcontractors.

MINIMUM EXPECTATIONS OF HCPL: The selected Contractor will be required to adhere to the following minimum expectations of HCPL regarding their performance and the performance of their officials during the life of the agreement.

1. The Contractor will provide HCPL with a weekly schedule of assigned officials for each game scheduled during the following week.
2. All officials will be required to wear standard uniforms for the sport that they are officiating. Uniforms are subject to HCPL approval.
3. Officials must arrive at a game site at least fifteen (15) minutes prior to the scheduled game time to check the safety and condition of the playing facility. Financial penalties for late arrivals and no-shows will apply.
4. Make-up games are generally scheduled on game days, but occasionally games may be made up on other days. Make-up days will be scheduled as needed to complete the playing season. Make-up or tournament dates may extend beyond the initial season conclusion date provided on the original schedule.
5. The Contractor will instruct all officials to cooperate with assigned HCPL staff in any incident/accident situations. Officials will provide any/all information necessary for proper documentation by HCPL staff.
6. HCPL will not be held responsible for any accident or injury sustained by the Contractor's officials.
7. Contractor must provide proof of background checks and pertinent information for all affiliates prior to the commencement of HCPL athletic events and games. HCPL has the right to request an annual criminal background check on all Contractor's officials/sub-contractors. If requested by HCPL, the Contractor must provide a completed background check and pertinent information for each official to HCPL for review.
8. Officials will treat program customers, volunteers, other officials, and HCPL employees with courtesy and respect.
9. HCPL will have the right in its sole discretion to require Contractor to remove an official from the HCPL officiating schedule.
10. HCPL will eject from the premises any coach, participant, or spectator who touches an official in an attempt to forcibly detain, accost, or harm her/her. The official and/or Contractor will determine if he/she will press criminal charges and will notify HCPL in writing as soon as possible if such action is taken.

11. Any official reported to HCPL for inappropriate behavior will be suspended pending a complete investigation by HCPL staff. HCPL reserves the right to suspend and/or restrict any official for inappropriate behavior before, during or after any scheduled game. The results of any investigation may be forwarded to the appropriate state and national association.

12. Any official physically attacking a coach, player, spectator or HCPL staff before, during, or after a game shall be suspended indefinitely from all programs and reported to the appropriate state and national association.

13. The Contractor and all officials/sub-contractors will comply with the Owner's Drug Abuse Policy, and will comply with all applicable Federal, state, county, and local laws, ordinances, regulation, and codes in performance of the agreement.

14. The Contractor will obtain and maintain, at its own expense, during the term of the agreement commercial general liability insurance from a responsible insurance company legally licensed and authorized to transact business in the state of Georgia. The minimum limits for general liability insurance, which must include personal liability coverage will be \$500,000 per person and \$500,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.

15. The Contractor shall attend all preseason, mid-season and postseason coach's meetings as set forth by HCPL.

16. The Contractor will ensure that each official enforces safety rules for coaches and participants. Officials will be responsible for ensuring that players and coaches have and utilize proper equipment and for keeping players and coaches in the appropriate locations during the game.

17. The Contractor and shall not be considered an agent or employee of HCPL.

18. Ejections; officials must submit in writing, an accident report when a participant or spectator is ejected or removed from the event. The report needs to be submitted to HCPL within 24 hours of the incident.

19. The Contractor will invoice HCPL each week of the sport's season, in accordance with the agreed upon payment information and process.

20. The Contractor will provide an invoice indicating the number of games weekly to the HCPL Athletic Division staff member assigned as League Commissioner who verifies and approves it for payment.

21. Officials reporting to game site after the official game start time will be considered late and will be penalized 50% of the specified game fee.

22. The Contractor will not charge for games cancelled or postponed by HCPL Athletic Division.

SCHEDULE: HCPL will schedule all games through the Contractor's booking agent or officials' assignor, as designated by the Contractor. Completed season schedules will be provided to the booking agent a minimum of one (1) week prior to the first scheduled game of each season per sport. Schedules will provide distinctions among games by age groups. Contractor will acknowledge that circumstances may arise during the course of the season that require games to be canceled and/or rescheduled. HCPL will provide as much notice as is reasonably possible regarding any schedule changes. No compensation will be provided for any games that are canceled and not rescheduled.

DELIVERABLES: Based on the results of the statement of work required, the following deliverables are required during the term of the agreement between the County and the Contractor.

Task 1: Weekly Schedule of Assigned Officials

1. Prepare and submit weekly schedule of assigned officials for each sport for each game scheduled during the following week. The reports will be required via email to HCPL staff.

Task 2: Preseason Meetings

1. Contractor and booking agent are required to attend pre-season meetings with pertinent HCPL staff, to discuss league rules and plans at no charge to HCPL.
2. Encourage all officials who may work one of the games for that sport to attend pre-season meetings at no charge to HCPL.

Task 3: Training

1. Contractor will provide training for officials both in the classroom and on the field/court at least once per sport per season.
2. Contractor will notify HCPL of all scheduled training programs.

Task 4: List of Qualified Officials

1. Prepare and submit a list of qualified officials for each sport at least one (1) week prior to the start of the season. List all certifications held by the each official.

Task 5: Criminal History Request Forms

1. Upon request by HCPL, Contractor must provide a completed Criminal History Check Form for each official to HCPL for review. Officials who do not successfully pass the County's Criminal History Check will not be permitted to officiate games for HCPL. A copy of the Criminal History Check policy will be provided to the Contractor upon request.

PAYMENT INFORMATION AND PROCESS: Contractor will invoice County each week of the sport's season, in accordance with the agreed upon schedule of fees. The County will review and process payment to the Contractor once the invoice information has been verified and approved by HCPL Athletic Division staff as complete and accurate. Contractor will receive payment of properly submitted and approved invoices in the form of a check. Contractor may pick up check in person or County will mail payment for approved properly submitted invoices to Contractor within thirty (30) days of receipt of invoice. Upon the Contractor's written election, the County shall endeavor (but shall not be obligated) to have checks issued and made available for pick up by the Contractor sooner than thirty (30) days of receipt of invoices.

PAYMENT OF SUBCONTRACTORS The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by HCPL for work performed by any subcontractor under this Agreement:

A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or

B. Notify HCPL and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

RENEWAL AND AWARDED BIDS

No less than ninety (90) days prior to the expiration of a contract period, HCPL will evaluate its future needs and the Contractor's performance to determine the necessity for continuing these services. HCPL's decision, relative to contract continuation, is final and will be provided to the Contractor, in writing.

HCPL anticipates making a single award; however, it reserves the right to make multiple awards should it deem in the best interest of the County.

5.0 SUBMISSION OF PROPOSALS

- 5.1 The County request that Bidders submit proposals addressing all items listed below. Failure to include any of these mandatory documents may result in disqualification. All responses must be in writing. Bidder's should submit Four (4) copies of each proposal with one (1) marked "**Original**" and three (3) marked "**Copy**" and all documents loaded onto one (1) USB flash drive in MS Word, Excel and PDF formats depending on the document.

- 5.2 Bidder's must submit their sealed bid response packages with clearly marked with "**RFQ/P #44-012 Athletics Officiating Services**" on the outside in the lower left hand corner of the package. The bid submittal must have a signature on the "Original" proposal. Hall County suggests this bidder's provide this signature on their "Introductory Letter". Failure to sign your proposal in the introductory letter may render the proposal as "non-responsive" and thus not considered for award. Bidders **MUST** include their email address.
- 5.3 Follow these instructions carefully. Include in your bid response package two (2) separate, sealed envelopes. Mark one envelope with "**RFQ/P #44-012 Technical Response**," and enclose these completed Exhibits:

Copy of Business License
Certificate of Insurance
Exhibit A - Mandatory Bid Response Sheet
Exhibit D - Mandatory Questions Worksheet
Exhibit E - Mandatory Scored Questions/Responses
Exhibit F - Mandatory S.A.V.E. Program Affidavit
Exhibit G - Mandatory Cone-of-Silence Affidavit
Exhibit H - Mandatory Completed W-9 Form
Exhibit I – Mandatory E-Verify Affidavit
Exhibit J – Mandatory Contractor Ethics Affidavit
EXHIBIT K – Sample Contract Template for Services

In a separate sealed envelope from above, clearly mark "**RFQ/P #44-012 Mandatory Cost Proposal Worksheet**," and enclose a completed Exhibit C - Mandatory Proposal Cost Worksheet.

Do not enclose the Cost Proposal Worksheet in the Technical Response envelope. This will render your proposal as non-responsive and thus not evaluated for award.

- 5.4 The County will make all proposals submitted publicly available by a written Open Records Request.

Bidders may submit to the following address by the deadline date and time. All deliveries must be date and timed stamped. The County is not responsible for late bids due to mailing delays.

- 5.4.1 Hand Delivery/FedEx/UPS/USPS/Courier:

Hall County Government Center
Purchasing Division - 4th Floor,
2875 Browns Bridge Road
Gainesville, Georgia 30504
Attn: Mike Hawkins

5.4.2 Mailing Address:

Hall County Government Center
Purchasing Division - 4th Floor,
P.O. Drawer 1435
Gainesville, GA. 30503
Attn: Mike Hawkins

6.0. RFQ/P RESPONSE PREPARATION

- 6.1 The Contractor bears all responsibility for all expenses incurred in responding to this RFQ/P such expenses to be borne exclusively by the proposer.
- 6.2 Cover Letter: Prepare and submit a cover letter for transmittal addressing General Qualifications. Provide the following information: Name of Proposer, Name and title of the persons who will manage the engagement, mailing address, physical address, telephone numbers, and email address of Proposer
- 6.3 Describe the organization of your firm, the location of offices, and your resources that are available to accomplish the work for the County.
- 6.4 Of the services listed in the Scope of Services, indicate which ones, if any, your firm would be unable to provide. If there is another service that your firm could provide instead, please elaborate.
- 6.5 The County will not accept Joint Proposals unless otherwise noted herein. An awarded Contractor may utilize subcontractors, as needed and pre-approved by the County. Bidders must submit all intended Sub-Contracts with their proposal. If plans to subcontract portions of the required services are included, please provide detail on such plans

7.0 SELECTION PROCESS

- 7.1 The evaluation process will include a pre-appointed Evaluation Committee comprised of Hall County stakeholders and subject matter experts. The Committee will evaluate the qualifications presented by the interested bidders. Those deemed most qualified by the Mandatory Scored Worksheet, may be short-listed as follows:

Step One (1) - considered for further evaluation. Once short-listing has been complete, the County will review the price proposals provided in a separate sealed envelope,

Step Two (2) - If necessary, the Evaluation Committee will schedule interviews of the "short-listed" bidders,

Step Three (3) - The County retains the right to ask for a Best and Final Offer.
- 7.2 Each proposal should contain the Mandatory Cost Proposal Worksheet (in a separate envelope) as provided with the RFQ/P document.

- 7.3 The Evaluation Committee will review each proposal with regard to demonstrated breadth of service, experience, financial stability, personnel, rates, references, and other related criteria.
- 7.4 The successful respondent will be required to submit acceptable evidence of compliance with professional liability insurance coverage requirements as outlined in this document, prior to execution of the contract.
- 7.5 Respondents are encouraged to submit clear and concise responses and excessive length or extraneous information is discouraged. In an effort to ensure our ability to evaluate and choose a successful Contractor, respondents are encouraged to organize their proposal as follows:
- Section 1 – Cover Letter and Executive Summary
 Section 2 – Answer Questions and Scored Questions listed in RFQ/P
 Section 3 – Cost Proposals (Sealed in a separate envelope)
- 7.6 Bidder's must locate and complete all Exhibits to this RFQ/P and submit with the bid. Bidders failing to do so may result in the bid to be Non-responsive and thus not evaluated.
- 7.7 If unable to reach an agreement with the highest scoring Contractor, the County retains the right to negotiate with the next highest scoring company and so on until reaching a satisfactory agreement or the County may terminate the process.
- 7.8 The County structured the evaluation process to secure compatible, highly skilled companies who would be most effective in delivering the Services. The primary objective of the evaluation process is to select a firm that:
- 7.8.1 Clearly demonstrates a thorough understanding of the contract Responsibilities; and,
- 7.8.2 That, presents a compelling work plan that yields the desired contract services and deliverables; and,
- 7.8.3 Shows adequate resources to handle the project
- 7.8.4 Presents a focused effort to allocate those resources to the project
- 7.8.5 Demonstrates exceptional value for the cost of services proposed.
- 7.8.6 Bidders are to complete the attached Mandatory Scored Questions and submit with their bid. The total amount of points possible is 1,000. Eight-hundred (800) points are potentially available from the bidder's Technical Response, and two hundred (200) points will be potentially available from the Bidder's Cost Proposal.

7.9 Steps to Award

The Evaluation Committee will recommend award of the contract to the highest scoring company(s). Upon the County's award of contract, the County will present an agreement to the selected contractor(s) for execution. If execution of this agreement with the selected Contractor is unsuccessful, the County retains the right to negotiate with the lower ranked Contractor(s) and so on, until reaching a satisfactory agreement.

- Step 1: The Evaluation Committee will evaluate the bidder's responses according to the criteria as described herein, and score and rank the proposals. The County reserves the right to request clarification of information provided and to request additional information required to assist in the evaluation process.
- Step 2: Purchasing will then open the Cost Proposals and score the responses. Purchasing will combine these results with the results of Step 1 scoring. After this scoring, Purchasing will rank the highest scoring proposers on a short list.
- Step 3: The Evaluation Committee may schedule interviews with the short list bidders. All costs associated with the interview (if required) will be at the expense of the proposing Bidder.
- Step 4: Based upon the results of the proposals, references, and the interviews, the Purchasing Division along with the Evaluation Committee may negotiate with the Contractor(s) ranked highest in an attempt to reach agreement. If negotiations with the highest ranked firm are unsuccessful, the County may negotiate with the second ranked Contractor, and so on until reaching a satisfactory agreement.

8.0 Exhibits and Attachments

- Exhibit A - Mandatory Bid Response Sheet
- Exhibit B - RFQ-P Submittal Terms and Conditions
- Exhibit C - Mandatory Proposal Cost Schedule
- Exhibit D - Mandatory Questions Worksheet
- Exhibit E - Mandatory Scored Questions and Responses
- Exhibit F - Mandatory S.A.V.E. Affidavits
- Exhibit G - Mandatory Cone-of-Silence Affidavit
- Exhibit H - Mandatory W-9 Form
- Exhibit I - Mandatory E-Verify Affidavit
- Exhibit J - Contractor Ethics Affidavit
- Exhibit K – Sample Contract Template



AGENDA ITEM

County Attorney

REPORT TO: Work Session (08/07/23)

REPORT TO: Voting Meeting (08/10/23)

ITEM NO: 414/2023

SUBJECT: Approve the amendment to the April 25, 2023 Voting Meeting Minutes regarding the 'Call to Order' to correct a scrivener's error.

Meetings:

Work Session Date: 08/07/23

Voting Meeting Date: 08/10/23

Executive Summary:

Presenter: WJLI
Recommendation: Approval.

Purpose of Request: Approve the amendment to the April 25, 2023 Voting Meeting Minutes regarding the 'Call to Order' to correct a scrivener's error.

History:

Facts and Issues: The approved April 25, 2023 Voting Meeting minutes included an error listed in the 'Call to Order' section. The scrivener's error shows Chairman Higgins present by phone, however, the minutes should have shown Commissioner Stowe present by phone instead.

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
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Approve	Attorney	Administration	Clerk
JR	WLI	CR	JR

Attachments:

April 25, 2023 - Revised Voting Meeting Minutes

April 25, 2023 - ORIGINAL 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
Tuesday, April 25, 2023 - 06:00 PM**

Call to Order

Chairman Higgins at 6:00 p.m.

Present:

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

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

Commissioner Stowe was present by phone.

Approve Agenda

Commissioner Powell/Commissioner Stowe — approve with an amendment to add an item 26 relating to the short term rental license suspension — unanimous

Invocation

- 1 Chairman Richard Higgins

Pledge

- 2 Commissioner Kathy Cooper

Public Comments

There were no comments from the public.

Proclamation/s

- 3 Approve the Proclamation designating May 4, 2023 as International Firefighters Day.

Commissioner Poole presented Chief Chris Armstrong and members of Fire Rescue with the Proclamation.

Commissioner Powell/Commissioner Cooper — approve — unanimous

- 4 Approve the Proclamation recognizing March 2023 as National Multiple Sclerosis Education and Awareness Month.

Commissioner Cooper presented Dominique Cooper with the National Multiple Sclerosis Society Georgia Chapter with the Proclamation.

Commissioner Powell/Commissioner Cooper — approve — unanimous

- 5 Approve the Proclamation recognizing Kevin Dean's retirement after 37 years of service to Hall County, Georgia.

Commissioner Powell/Commissioner Poole — approve — unanimous

Consent Agenda

Commissioner Powell/Commissioner Poole — approve — unanimous

- 6 Approve the April 24, 2023 Work Session Minutes.
- 7 Approve the April 13, 2023 Voting Meeting Minutes.
- 8 Approve the April 13, 2023 Executive Session Minutes.
- 9 Approve the April 13, 2023 Meeting Minutes.
- 10 Approve the award of IFB #052-43 Alberta Banks Park Fencing and Dugout Repairs for Community Services & Parks to Security Fence Company of Braselton, GA. The estimated cost is \$168,000.00.
- 11 Approval and authorization for the Chairman to execute an Intergovernmental Agreement between Hall County and the Hall County Board of Education regarding the acquisition of tax parcel numbers 10083 000038 and 10083 000039 of the Sardis Road Connector Project; and any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.
- 12 Approve the resolution to establish Georgia Fund 1 as an approved investment entity for Hall County, GA, and authorize the Chairman to sign all documents necessary to effectuate the resolution, subject to the review and approval by the County Attorney.
- 13 Approve the All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement with the U.S. Army Garrison of Fort Benning, GA and State of Georgia Counties (Dawson, Fannin, Gilmer, Hall, Lumpkin, Union, White).
- 14 Approve the Employment Agreement for the Communications and Strategic Engagement Manager.

- 15 Approve the award of Task Order #2023-030 Government Center Parking Lot Paving for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA. The estimated cost is \$697,734.00.
- 16 Approval and authorization for the Chairman to execute a Resolution ratifying all land acquisitions for Public Works and Utilities projects from September 22, 2022 through April 23, 2023; and any and all documents necessary to effectuate the land acquisition, subject to review and approval by the County Attorney.
- 17 Approve the release of a \$451,409.00 Guaranty Performance/Maintenance Agreement for the Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 1. Commission District 1.
- 18 Approve the acceptance of a \$451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 1. Commission District 1.
- 19 Approve the release of a \$326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 3. Commission District 1.
- 20 Approve the acceptance of a \$326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 3. Commission District 1.
- 21 Approve the acceptance of a \$320,179.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Estates at Old Friendship Subdivision. Commission District 1.
- 22 Approve the award of Task Order #2023-026 Training Center Architectural Design for the Hall County Sheriff's Office to Hussey Gay Bell and DeYoung International, Inc. of Duluth, GA, in the amount of \$425,000.00.

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

Randi Doveton, Director of Planning and Development, addressed the Board.

- 23 **5407 Lowman Road | Use Subject to County Commission Approval |** relocation of a site-built dwelling unit on a 1.02± acre tract located on the west side of Lowman Road at its intersection with Hubert Stephens Road | Zoned AR-III; Tax Parcel 11082 000079 | **Proposed use: single-family residence |** Commission District 3 | **Dalton Self, applicant.**

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

There were no comments from the public.

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

Conditions:

- 1. At time of building permit application, the site layout should be consistent with the site plan and narrative submitted with this request. Minor changes may be made to accommodate on the ground conditions, but the final home location shall meet all setback requirements of the Agricultural Residential III (AR-III,17.110) district.*
- 2. The relocated structure shall be inspected by Hall County Building Inspections to ensure the structure meets building code requirements.*
- 3. Driveway permits shall be obtained from Hall County Engineering as part of the development process.*

- 24 **3331 Friendship Road | Variance** | from Gateway Corridor Overlay District architectural requirements on a 9.13± acre tract located on the north side of Friendship Road approximately 1,190 feet from its intersection with Fall Branch Lane | Zoned AR-III and Gateway Corridor Overlay District; Tax Parcel 15048 000004B | **Proposed use: church** | Commission District 1 | **Eugene Kim, applicant.**

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

Commissioner Cooper/Commissioner Powell — approve withdrawal of item 24 — unanimous

- 25 **8730 Forrester Road | Appeal a Planning Commission Decision** | for a road frontage variance from 50 feet to 0 feet on a 9.5± acre tract located on the east side of Forrester Road at approximately 297 feet from its intersection with Forrester Road | Zoned AR-IV; Tax Parcel 12128 000009 | **Proposed use: subdivide property** | Commission District 3 | **Kathryn Askew, applicant.**

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

The following people addressed the Board:

Favor:

- Hunter Milliman, 16 N. Park Street, Dahlonega*
- Virginia Martin, 5355 Elliott Crossing, Gainesville*
- Kathryn Askew, 8720 Forrester Road, Lula*
- Sheryl Pettis, 5640 Bradley Lane, Clermont*
- James Askew, 8720 Forrester Road, Lula*
- Amy Underwood, 4751 Shirley Road, Gainesville*

Opposition:

- Steve Gilliam, 340 Jesse Jewell Parkway, Gainesville*
- Holly Crumley, 8730 Forrester Road, Lula*

Commissioner Powell/Commissioner Cooper — deny appeal — Vote: 4 to 1

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — aye

Commissioner Poole — nay

Commissioner Stowe — aye

Motion passed.

Other Business - Planning and Development

26 Short Term Rentals Suspension

Commissioner Powell/Commissioner Cooper — amend the March 9, 2023 vote suspending the issuance of new short term rental business licenses for properties located within subdivisions. Exclude all properties that are located within subdivisions that do not have an active homeowners association and/or active covenants from the March 9, 2023 suspension. — Vote: 4 to 1

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — aye

Commissioner Poole — nay

Commissioner Stowe — aye

Motion passed.

County Administrator

Mr. Propes did not have any items to report.

Commission Time

Commissioner Billy Powell, District 2, acknowledged a member of Leadership Hall in attendance. The member who addressed the Board was Cassidy Sullens of Syfan Logistics.

Adjourn

Commissioner Powell/Commissioner Cooper — adjourn at 7:13 p.m. — unanimous



**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
Tuesday, April 25, 2023 - 06:00 PM**

Call to Order

Chairman Higgins at 6:00 p.m.

Present:

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

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

Chairman Higgins was present by phone.

Approve Agenda

Commissioner Powell/Commissioner Stowe — approve with an amendment to add an item 26 relating to the short term rental license suspension — unanimous

Invocation

- 1 Chairman Richard Higgins

Pledge

- 2 Commissioner Kathy Cooper

Public Comments

There were no comments from the public.

Proclamation/s

- 3 Approve the Proclamation designating May 4, 2023 as International Firefighters Day.

Commissioner Poole presented Chief Chris Armstrong and members of Fire Rescue with the Proclamation.

Commissioner Powell/Commissioner Cooper — approve — unanimous

- 4 Approve the Proclamation recognizing March 2023 as National Multiple Sclerosis Education and Awareness Month.

Commissioner Cooper presented Dominique Cooper with the National Multiple Sclerosis Society Georgia Chapter with the Proclamation.

Commissioner Powell/Commissioner Cooper — approve — unanimous

- 5 Approve the Proclamation recognizing Kevin Dean's retirement after 37 years of service to Hall County, Georgia.

Commissioner Powell/Commissioner Poole — approve — unanimous

Consent Agenda

Commissioner Powell/Commissioner Poole — approve — unanimous

- 6 Approve the April 24, 2023 Work Session Minutes.
- 7 Approve the April 13, 2023 Voting Meeting Minutes.
- 8 Approve the April 13, 2023 Executive Session Minutes.
- 9 Approve the April 13, 2023 Meeting Minutes.
- 10 Approve the award of IFB #052-43 Alberta Banks Park Fencing and Dugout Repairs for Community Services & Parks to Security Fence Company of Braselton, GA. The estimated cost is \$168,000.00.
- 11 Approval and authorization for the Chairman to execute an Intergovernmental Agreement between Hall County and the Hall County Board of Education regarding the acquisition of tax parcel numbers 10083 000038 and 10083 000039 of the Sardis Road Connector Project; and any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.
- 12 Approve the resolution to establish Georgia Fund 1 as an approved investment entity for Hall County, GA, and authorize the Chairman to sign all documents necessary to effectuate the resolution, subject to the review and approval by the County Attorney.
- 13 Approve the All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement with the U.S. Army Garrison of Fort Benning, GA and State of Georgia Counties (Dawson, Fannin, Gilmer, Hall, Lumpkin, Union, White).
- 14 Approve the Employment Agreement for the Communications and Strategic Engagement Manager.

- 15 Approve the award of Task Order #2023-030 Government Center Parking Lot Paving for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA. The estimated cost is \$697,734.00.
- 16 Approval and authorization for the Chairman to execute a Resolution ratifying all land acquisitions for Public Works and Utilities projects from September 22, 2022 through April 23, 2023; and any and all documents necessary to effectuate the land acquisition, subject to review and approval by the County Attorney.
- 17 Approve the release of a \$451,409.00 Guaranty Performance/Maintenance Agreement for the Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 1. Commission District 1.
- 18 Approve the acceptance of a \$451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 1. Commission District 1.
- 19 Approve the release of a \$326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 3. Commission District 1.
- 20 Approve the acceptance of a \$326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 3. Commission District 1.
- 21 Approve the acceptance of a \$320,179.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Estates at Old Friendship Subdivision. Commission District 1.
- 22 Approve the award of Task Order #2023-026 Training Center Architectural Design for the Hall County Sheriff's Office to Hussey Gay Bell and DeYoung International, Inc. of Duluth, GA, in the amount of \$425,000.00.

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

Randi Doveton, Director of Planning and Development, addressed the Board.

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

There were no comments from the public.

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

Conditions:

- 1. At time of building permit application, the site layout should be consistent with the site plan and narrative submitted with this request. Minor changes may be made to accommodate on the ground conditions, but the final home location shall meet all setback requirements of the Agricultural Residential III (AR-III,17.110) district.*
- 2. The relocated structure shall be inspected by Hall County Building Inspections to ensure the structure meets building code requirements.*
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Mr. Lawhon introduced the item. Ms. Doveton discussed the item.

Commissioner Cooper/Commissioner Powell — approve withdrawal of item 24 — unanimous

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

The following people addressed the Board:

Favor:

- Hunter Milliman, 16 N. Park Street, Dahlonega
- Virginia Martin, 5355 Elliott Crossing, Gainesville
- Kathryn Askew, 8720 Forrester Road, Lula
- Sheryl Pettis, 5640 Bradley Lane, Clermont
- James Askew, 8720 Forrester Road, Lula
- Amy Underwood, 4751 Shirley Road, Gainesville

Opposition:

- Steve Gilliam, 340 Jesse Jewell Parkway, Gainesville
- Holly Crumley, 8730 Forrester Road, Lula

Commissioner Powell/Commissioner Cooper — deny appeal — Vote: 4 to 1

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — aye

Commissioner Poole — nay

Commissioner Stowe — aye

Motion passed.

Other Business - Planning and Development

26 Short Term Rentals Suspension

Commissioner Powell/Commissioner Cooper — amend the March 9, 2023 vote suspending the issuance of new short term rental business licenses for properties located within subdivisions. Exclude all properties that are located within subdivisions that do not have an active homeowners association and/or active covenants from the March 9, 2023 suspension. — Vote: 4 to 1

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — aye

Commissioner Poole — nay

Commissioner Stowe — aye

Motion passed.

County Administrator

Mr. Propes did not have any items to report.

Commission Time

Commissioner Billy Powell, District 2, acknowledged a member of Leadership Hall in attendance. The member who addressed the Board was Cassidy Sullens of Syfan Logistics.

Adjourn

Commissioner Powell/Commissioner Cooper — adjourn at 7:13 p.m. — unanimous



AGENDA ITEM

County Attorney

REPORT TO: Work Session (08/07/23)

REPORT TO: Voting Meeting (08/10/23)

ITEM NO: 440/2023

SUBJECT: Approve the Stipulation and Settlement Agreement in the Workers Compensation case of former employee Edward Thomas, and authorize the Chairman to execute any and all documents necessary to effectuate the settlement, subject to the review and approval of the County Attorney.

Meetings:

Work Session Date: 08/07/23

Voting Meeting Date: 08/10/23

Executive Summary:

Presenter: WJLICA

Recommendation: Approval.

Purpose of Request:

To approve the Stipulation and Settlement Agreement in the Worker's Compensation case of former employee Edward Thomas, and authorize the Chairman to execute any and all documents necessary to effectuate the settlement, subject to the review and approval of the County Attorney.

History:

On January 30, 2021 Edward Thomas sustained a compensable injury to his back.

Facts and Issues:

Although bona fide and genuine disputes exist between the parties to the case as to the facts, it is the desire and intention of the parties to settle any and all claims and disputes arising out of the incident on or about January 30, 2021. The Board's approval is needed in order to file the settlement documents with the Georgia Board of Worker's Compensation.

Options:

To approve or deny the settlement.

Funding Requested

\$ 92,000.00

Are funds within current budget?

Yes

Source of Funds

Risk Management 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?

2023-08-15

Approvals:

Submit	Budget	Finance	Attorney
WLI	TS	TS	WLI
Administration		Clerk	
CR		JR	

Attachments:

Financial Supplement

Stipulation and Settlement Agreement



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

AGENDA ITEM 440/2023

Funds Requested: \$ 92,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Risk Management Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	602-RISK MANAGEMENT FUND	1555 - RISK MANAGEMENT	552203-PROPERTY & CASUALTY CLAIMS	\$92,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WJLICA

Phone: 770-297-2686

**IN THE STATE BOARD OF WORKERS' COMPENSATION
STATE OF GEORGIA**

SBWC Claim No. 2021-013488

D/A: 01/30/2021

Edward Thomas



Phone: _____

Employee/Claimant

Hall County, Georgia
2875 Browns Bridge Road
Gainesville, Georgia 30504

Employer/Self-Insurer

Gallagher Bassett Services, Inc.
2915 Premiere Parkway
Suite 350
Duluth, Georgia 30097

Servicing Agent

Michael Moebes
Moebes Law
1201 West Peachtree Street, N.W.
Suite 2329
Atlanta, Georgia 30309
(404) 354-5432
Tax I.D.# 26-4492676

Attorney for
Employee/Claimant

Chuck DuBose
DuBose Law, LLC
604 Washington Street
Clarkesville, Georgia 30523
(706) 903-5988

Attorney for
Employer/Self-Insurer

STIPULATION AND SETTLEMENT AGREEMENT

COMES NOW the parties to the above-styled case and file this, their Stipulation and Agreement, with the State Board of Workers' Compensation and respectfully request that it be substituted in lieu of any and all evidence which might be adduced at any hearing on the matter and that an Award be issued by the State Board of Workers' Compensation based hereon as follows:

1. The parties hereto are: EDWARD THOMAS, hereinafter referred to as "employee," HALL COUNTY, GEORGIA, hereinafter referred to as "employer/self-insurer," and GALLAGHER BASSETT SERVICES, INC., hereinafter referred to as "servicing agent."
2. On January 30, 2021, the employee herein sustained a compensable injury involving his back.
3. The employee herein contends he has residual disability as a consequence of his compensable injuries. He also asserts he will require additional medical treatment as a consequence of his injuries.

4. The employer and insurer/servicing agent, on the other hand, contend the employee's condition has improved to the point he is capable of returning to work earning his pre-injury average weekly wage. The employer and insurer/servicing agent also assert the employee will require little, if any, additional medical treatment as a consequence of his injuries.

5. Bona fide and genuine disputes exist between the parties as to the facts in the case, the determination of which disputes would materially affect the amount of compensation to be received by the employee.

6. All parties are represented by counsel.

7. It is the desire and intention of the parties hereto to forever and irrevocably settle any and all claims and disputes arising out of the accident of January 30, 2021, by entering into the Stipulation and Agreement and having it approved as an Award of the State Board of Workers' Compensation, in accord with the general purposes and intent of the workers' compensation laws of Georgia, to forever and irrevocably settle any and all claims and disputes arising out of said accident, including claims for the payment of workers' compensation benefits of any kind and nature as well as claims for expenses for medical treatment and vocational rehabilitation. It is further agreed specifically between the parties hereto that each party waives any right to have the total amount awarded in the case either increased or decreased by seeking to have the Award hereunder modified or reviewed either under the provisions of O.C.G.A. § 34-9-104 or otherwise and each party agrees to be estopped from either taking or participating in any such attempted action.

8. The employee stipulates that there are no outstanding child support liens or attorney fee liens that would prohibit full disbursement of the settlement funds in this case.

9. It is further agreed between the parties that the employee has sustained no superadded injury or injuries to the injury of on or about January 30, 2021.

NOW THEREFORE, it is hereby specifically stipulated, covenanted and agreed by and between the parties hereto that the employer and insurer/servicing agent agree as follows:

1. To pay jointly in a lump sum, waiving commutation of interest, to the employee, the amount of NINETY-TWO THOUSAND DOLLARS AND NO/100 (\$92,000.00)(of which \$68,900.00 is to be paid to the employee and \$23,100.00 is to be paid to the employee's attorney, Michael Moebes, which represents \$23,000.00 as attorney fees for services rendered and \$100.00 for litigation expenses in this matter), which sum the employee agrees to and does accept in full, final and irrevocable settlement of any and all claims which have been or which might be claimed to arise out of the alleged accident of January 30, 2021, including claims for workers' compensation benefits of any kind or nature whatsoever, as well as claims for medical expenses or vocational rehabilitation expenses, subject to paragraph 3 below.

2. All checks to be paid pursuant to the above paragraph are to be sent directly to the attorney for the employee, Michael Moebes, at the address listed on the second page of this Stipulation and Agreement.

3. All incurred authorized medical expenses which were reasonable and necessary have been or will be paid. The employer/self-insurer is not responsible for any other medical expenses incurred from the date of the approval of this Stipulation and Agreement. The parties agree that the settlement amount includes remuneration for future medical in lieu of an open medical provision. By being a signatory to this Agreement, the employee acknowledges the limitation with regard to payment of such medical expenses and agrees that any medical expenses incurred after the date of the approval of this Stipulation and Agreement into the future shall be deemed unauthorized and will be the sole responsibility of the employee and shall not be the responsibility of the employer/self-insurer.

4. The parties agree that the \$68,900.00 to be paid to the employee represents a fair calculation of lost wage earning capacity over the lifetime of the employee directly attributable to the work injury; and that said sum shall be paid without commutation of interest, and shall be considered, upon approval of this stipulated settlement by the Board, as already accrued weekly indemnity which shall represent the negotiated compromise agreement that the employee's life expectancy is [REDACTED] months (DOB: [REDACTED]) forward from and including the date of this Stipulation; that the same represents \$181.13 per month over the balance of [REDACTED] months of life expectancy into the future. The employee's life expectancy is computed pursuant to National Vital Statistics Reports Life Table, Vol 69., No. 12 (November 17, 2020).

5. The Employee/Claimant hereby affirms that he is not eligible for Social Security Disability Benefits and is not currently Medicare eligible and has no reasonable expectation of same within the next 30 months nor has he received any Medicare Benefits.

IT IS AGREED that the final accord and satisfaction of NINETY-TWO THOUSAND DOLLARS AND NO/100 (\$92,000.00) has been reached as a compromise between the parties which gives due weight and regard to the conflicting evidence available on the issues and disputes between the parties and is in keeping with the provisions of the workers' compensation laws of the state.

IT IS FURTHER AGREED between the parties that all authorized expenses for medical or vocational rehabilitation which were reasonable and necessary have been, or will be paid subject to the provisions in paragraph 3 and that any other medical expenses or expenses for vocational rehabilitation are to be borne by the employee and are to be paid by the employee and not by the employer and insurer/servicing agent, and said items will not be the responsibility of the employer or the insurer/servicing agent herein.

IT IS AGREED by the parties that the above settlement amount may be reduced by the amount of any payment made by the employer and insurer/servicing agent to the employee for weekly benefits covering days after the date of approval of the agreement.

WHEREFORE, the parties have hereunto set their hands and respectfully request that the Board approve the Stipulation and Agreement and Issue an Award based hereon.

IT IS HEREBY CERTIFIED that a copy of the Stipulation and Agreement has been mailed to the employer herein prior to the signature of all parties.

This 20th day of July, 2023.

DocuSigned by:

Edward Thomas

EDWARD THOMAS
Employee/Claimant

M. D. Moebes

MICHAEL MOEBES
Attorney for Employee/Claimant

CHUCK DUBOSE
Attorney for Employer/Self-Insurer



AGENDA ITEM

County Attorney

REPORT TO: Work Session (08/07/23)

REPORT TO: Voting Meeting (08/10/23)

ITEM NO: 442/2023

SUBJECT: Approval and authorization for the Chairman to execute a Settlement Agreement with Judy Gaines, Glenn Terrell Gaines, and Kerith Gaines Smith to acquire a portion of Sardis Road Connector Project Parcels 139, 140, and 141 in the amount of \$3,000,000.00; and authorization to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 08/07/23

Voting Meeting Date: 08/10/23

Executive Summary:

Presenter: WJLI

Recommendation:
Approval.

Purpose of Request:

This agenda item facilitates the County's acquisition of three parcels at the intersection of Georgia Highway 60 and the new Sardis Road Connector Project.

History:

The Gaines family has negotiated a settlement with Hall County whereby the three parcels may be acquired without the necessity of the filing of a condemnation action.

Facts and Issues:

The County will acquire approximately 4.827 acres of right-of-way and approximately 2.149 acres of easements for a purchase price of three million dollars. The County's acquisition of this property will substantially impact an ongoing self storage business located on the property.

Options:

By approving this Settlement Agreement, the County will avoid the necessity of filing a lawsuit to condemn the property.

Funding Requested

\$ 3,000,000.00

Are funds within current budget?

Yes

Source of Funds

SPLOST VIII

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Budget	Finance	Attorney
WLI	TS	TS	WLI
Administration		Clerk	
JR		JR	

Attachments:

Financial Supplement
Settlement Agreement
Exhibits



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

AGENDA ITEM 442/2023

Funds Requested: \$ 3,000,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	324-SPLOST VIII	4971-ENGINEERING	541100-LAND	\$3,000,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BL

Phone:

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter, the “Agreement”) is hereby made and entered into by and between **HALL COUNTY, GEORGIA** (“Hall County”) and **JUDY GAINES, GLENN TERRELL GAINES, AND KERITH GAINES SMITH** (hereinafter referred to collectively as “Owners”) for the purpose of resolving all issues related to Hall County’s acquisition of certain property in lieu of condemnation.

WITNESSETH

WHEREAS, on January 2, 2020, the location and design of the Sardis Road Connector Project (Federal Aid Project STP00-0003-00(626)) were approved by the Georgia Department of Transportation and consists of the widening, realignment, and reconstruction of existing roadways and the construction of new roadways to provide a connector roadway between Georgia State Route 53 to the South and Georgia State Route 60 to the North; and

WHEREAS, the Hall County Board of Commissioners (the “Board of Commissioners”) has determined that the Project is a public road purpose permitted by law; and

WHEREAS, the Board of Commissioners has further determined that in order to construct the Project it must acquire, by deed or by condemnation proceedings, certain rights of way and easements; and

WHEREAS, a portion of the properties necessary to be acquired is owned by the Owners; and

WHEREAS, descriptions of the entirety of the properties owned by the Owners are attached hereto as **Attachments 1, 2, and 3** and by reference made a part hereof (said property being hereinafter sometimes referred to as “Parcels 139, 140, and 141” or “Subject Property”); and

WHEREAS, the property described on **Attachment 1** is designated as tax map number

10104 000014D (Parcel 139) by the taxing authorities of Hall County; and

WHEREAS, the property described on **Attachment 2** is designated as tax map number

10104 000052 (Parcel 140) by the taxing authorities of Hall County; and

WHEREAS, the property described on **Attachment 3** is designated as tax map number

10104 000014E (Parcel 141) by the taxing authorities of Hall County; and

WHEREAS, Hall County has determined that the portions of Parcels 139, 140, and 141 are necessary to be acquired in connection with the construction of the Project are as follows:

- (1) A right of way, on Parcel 139, for the purpose of acquiring, constructing, and maintaining a right of way along the portion of the Project, said right of way consisting of 3.991 acres, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 4**, and by reference made a part hereof;
- (2) A permanent easement, on Parcel 139, for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.960 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 5**, and by reference made a part hereof; and
- (3) A permanent easement, on Parcel 139, for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.466 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 6**, and by reference made a part hereof; and
- (4) A permanent easement, on Parcel 139, for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.487 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 7**, and by reference made a part hereof; and
- (5) A temporary demolition easement, on Parcel 139, consisting of 0.157 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 8**, and by reference made a part hereof; and
- (6) A temporary easement, on Parcel 139, for the purpose of constructing slopes, consisting of 0.11 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 9**, and by reference made a part hereof; and
- (7) A permanent easement, on Parcel 140, for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.016 acre, more or less.

A metes and bounds description of said easement is attached hereto as **Attachment 10**, and by reference made a part hereof; and

- (8) A right of way, on Parcel 141, for the purpose of acquiring, constructing, and maintaining a right of way along the portion of the Project, said right of way consisting of 0.836 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 11**, and by reference made a part hereof;
- (9) A permanent easement, on Parcel 141, for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.170 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 12**, and by reference made a part hereof; and
- (10) A permanent easement, on Parcel 141, for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.050 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 13**, and by reference made a part hereof; and
- (11) A temporary demolition easement, on Parcel 141, consisting of 0.139 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 14**, and by reference made a part hereof; and
- (12) A temporary demolition easement, on Parcel 141, consisting of 0.254 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 15**, and by reference made a part hereof; and
- (13) A temporary demolition easement, on Parcel 141, consisting of 0.154 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 16**, and by reference made a part hereof; and
- (14) A temporary easement, on Parcel 141, for the purpose of constructing slopes, consisting of 0.033 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 17**, and by reference made a part hereof; and
- (15) A temporary easement, on Parcel 141, for the purpose of constructing slopes, consisting of 0.139 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 18**, and by reference made a part hereof; and

WHEREAS, the parties have reached an Agreement with regard to the amount of just and adequate compensation to be received for all property rights to be acquired, as described above, and, in exchange for the receipt of such funds and certain right of way plan revisions, the Owners have agreed to forever release, settle, dismiss and waive their claims related to or rising out of any

Condemnation action; and

WHEREAS, before a condemnation action was filed, Hall County and the Owners agreed during negotiations that the total sum of \$3,000,000.00, for the 4.827 acres needed for right of way and 2.149 acres of easements, along with fixtures, business loss, income, and site improvements that would be directly impacted by the Project, is just and adequate compensation for the acquired interests and improvements thereon; and

WHEREAS, the parties have agreed to certain changes to expand the driveway width on Parcel 141. Attached hereto as **Attachment 19** and by reference made a part hereof are the revised plans;

WHEREAS, the parties now desire to settle all claims and avoid any litigation related to Hall County's acquisition of the rights of way and easements required;

NOW, THEREFORE, for and in consideration of the covenants and Agreements herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, Hall County and Owners, intending to be legally bound hereby, do covenant and agree as follows:

1.

Hall County shall pay the Owners, \$3,000,000.00, said sum being agreed by all parties to be just and adequate compensation for the acquired interests, described above, as well as any consequential, impact, or other damages resulting from Hall County's acquisition of said interests.

2.

The parties have negotiated access to the cell tower site, located on Parcel 139, as reflected on **Attachment 19**. Although access to the cell tower is impacted by the Project, the cell tower site is not located on Hall County's acquired interests.

3.

Hall County shall be responsible for awarding relocation expenses to those tenants in buildings located on Parcel 139 (800 North and 800 South) and those buildings located on Parcel 141 (A, 100, 200, 300, and 400), and Owners agree that Hall County shall have discretion in calculating the amount of relocation expenses to be paid. The parties agree that Hall County will not be responsible for any expenses, relocation or otherwise, related to the tenants located on Parcel 140 (500, 600, and 700).

4.

Within ten business days of the execution of this Agreement, Owners shall provide Hall County with an updated list of tenants in buildings A, 100, 200, 300, 400, 800 North, and 800 South and provide certification requested by Croy Engineering for GDOT approval, as required. The tenant list will include the tenants' contact information (address, phone numbers, emails, etc.) as it is available. Owners will also provide the tenants' payment status. In the event a tenant is unable to be located, the Owners will assist Hall County with any required remedial measures.

5.

Pursuant to the terms of this Agreement following approval by the Hall County Board of Commissioners, the parties will close on the purchase and sale of the acquired interests at the offices of Stewart, Melvin & Frost, LLP, at a time to be mutually agreed upon by the parties, but in no event later than _____, 2023.

6.

The parties have read all the terms hereof and understand and voluntarily accept and agree to all the terms hereof, and that they have been adequately represented and advised by their own legal counsel. Further, the parties enter into this Agreement voluntarily and have not assigned to any

other person or party all or any portion of their claims which are the subject of this Agreement, and the parties confirm that no other person or party is subrogated to any of their rights in this matter. Except as otherwise provided for herein, neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof, shall be assignable by any party, without prior written consent of the other party. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Owners and their heirs, successors, assigns, and transferees.

7.

This Agreement was negotiated and is being delivered, executed, and intended to be performed in the State of Georgia, and its terms and conditions shall be construed and enforced in accordance with the laws of this state. The Superior Court of Hall County, Georgia shall have jurisdiction to resolve any disputes, breaches, or other issues that may arise in association with this Agreement.

8.

The parties shall execute, deliver, acknowledge or supply such further documents, instruments and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Agreement.

9.

The Agreement shall be constructed as if the Parties jointly prepared the same and any uncertainty or ambiguity shall not be construed or interpreted against the drafter.

10.

No representations as to tax consequences, if any, have been made in the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals on the date set forth hereinabove.

Sworn to and subscribed before me this

JUDY GAINES
(AS TO PARCELS 139, 140, & 141)

_____ day of _____, 2023.

Notary Public

Sworn to and subscribed before me this

GLENN TERRELL GAINES
(AS TO PARCELS 139, 140)

_____ day of _____, 2023.

Notary Public

Sworn to and subscribed before me this

KERITH GAINES SMITH
(AS TO PARCEL 140)

_____ day of _____, 2023.

Notary Public

**HALL COUNTY BOARD OF
COMMISSIONERS**

Richard Higgins, Chairman

ATTEST:
Jennifer Rivera, County Clerk

Approved as to form:

Hall County Attorney
William J. Linkous, III

4889-2026-5333, v. 1

ATTACHMENT 4

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3573 Thompson Bridge Rd

PROJECT #: STP00-0003-00(626)
P.I. #: 0003626, PARCEL 139
TAX ID # 10104 000014D

Granted is additional, required right of way, in Fee Simple, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 37.82 feet right of station 172+79.28 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 11/02/2020;

Thence along the property now or formerly of Judy Gaines North 40°56'50" East, 115.27 feet to a point lying 49.00 feet left of station 173+55.10;

Thence proceeding thru the property now or formerly of Judy Gaines the following courses and distances North 89°48'48" East, 295.90 feet to a point lying 49.00 feet left of station 176+51.00;

Thence North 37°33'54" East, 174.85 feet to a point lying 187.25 feet left of station 177+58.05;

Thence North 83°48'26" East, 121.86 feet to a point lying 200.00 feet left of station 178+79.24;

Thence South 21°11'04" East, 105.24 feet to a point lying 101.75 feet left of station 179+16.95;

Thence South 00°11'13" East, 52.75 feet to a point lying 49.00 feet left of station 179+16.95;

Thence North 89°48'48" East, 78.63 feet to a point lying 49.00 feet left of station 179+95.58;

Thence 606.96 feet along a curve to the left, said curve having a chord of North 60°32'23" East 580.90 feet and a radius of 594.00 feet to a point lying 49.00 feet left of station 186+52.61;

Thence North 31°16'00" East, 146.38 feet to a point lying 49.00 feet left of station 187+98.99;

Thence along other property of Judy Gaines North 86°59'58" East, 75.58 feet to a point lying 13.46 feet right of station 188+41.54;

Thence along the property now or formerly of Julia Dyer Gaines South 32°59'53" East, 57.24 feet to a point lying 65.02 feet right of station 188+16.69;

Thence proceeding thru the property now or formerly of Judy Gaines the following courses distances South $31^{\circ}15'27''$ West, 216.60 feet to a point lying 67.00 feet right of station 186+05.00;

Thence North $54^{\circ}29'27''$ West, 14.00 feet to a point lying 53.00 feet right of station 186+05.00;

Thence 515.98 feet along a curve to the right, said curve having a chord of South $56^{\circ}44'51''$ West 504.25 feet and a radius of 696.00 feet to a point lying 53.00 feet right of station 181+28.31;

Thence along the property now or formerly of Jezreel Hernandez South $89^{\circ}50'21''$ West, 67.30 feet to a point lying 42.35 feet right of station 180+66.42;

Thence along the property now or formerly of Bryan Day South $89^{\circ}50'26''$ West, 98.22 feet to a point lying 38.15 feet right of station 179+72.71;

Thence along the property now or formerly of Juan Escamilla the following courses and distances South $89^{\circ}50'26''$ West, 98.30 feet to a point lying 38.10 feet right of station 178+74.41;

Thence South $89^{\circ}50'26''$ West, 98.30 feet to a point lying 38.05 feet right of station 177+76.11;

Thence along the property now or formerly of Jarrod R. Knabel the following courses and distances South $89^{\circ}50'26''$ West, 98.41 feet to a point lying 38.01 feet right of station 176+77.71;

Thence South $89^{\circ}50'26''$ West, 98.41 feet to a point lying 37.96 feet right of station 175+79.30;

Thence along the property now or formerly of Fernando Barajas Silva South $89^{\circ}50'26''$ West, 100.01 feet to a point lying 37.91 feet right of station 174+79.29;

Thence along the property now or formerly of Terrell Gaines South $89^{\circ}50'26''$ West, 100.01 feet to a point lying 37.86 feet right of station 173+79.28;

Thence along other property now or formerly of Judy Gaines South $89^{\circ}50'26''$ West, 100.01 feet to the POINT OF BEGINNING.

Said tract contains 173,833.49 square feet or 3.991 acre per the aforementioned right of way plans.

ATTACHMENT 5

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3573 Thompson Bridge Rd

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 139
TAX ID # 10104 000014D

Granted is permanent easement for the construction & maintenance of slopes and utility relocation, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 105 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 49.00 feet left of station 179+16.95 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding thru the property now or formerly of Judy Gaines the following courses and distances North $00^{\circ}11'13''$ West, 52.75 feet to a point lying 101.75 feet left of station 179+16.95;

Thence South $65^{\circ}57'22''$ East, 92.93 feet to a point lying 63.58 feet left of station 180+02.36;

Thence North $69^{\circ}01'33''$ East, 130.61 feet to a point lying 94.76 feet left of station 181+47.36;

Thence North $57^{\circ}48'32''$ East, 234.96 feet to a point lying 119.44 feet left of station 184+30.06;

Thence North $45^{\circ}33'03''$ East, 149.61 feet to a point lying 112.57 feet left of station 186+13.03;

Thence North $59^{\circ}56'16''$ East, 6.33 feet to a point lying 109.85 feet left of station 186+19.94;

Thence along other property now or formerly of Judy Gaines the following courses and distances South $66^{\circ}23'02''$ East, 34.75 feet to a point lying 75.65 feet left of station 186+27.16;

Thence North $08^{\circ}58'23''$ East, 55.16 feet to a point lying 97.02 feet left of station 186+81.20;

Thence proceeding thru the property now or formerly of Judy Gaines the following courses and distances North $29^{\circ}26'37''$ East, 21.06 feet to a point lying 97.69 feet left of station 187+02.25;

Thence North $43^{\circ}09'53''$ East, 75.86 feet to a point lying 82.05 feet left of station 187+76.48;

Thence along other property now or formerly of Judy Gaines North $87^{\circ}00'30''$ East, 39.99 feet to a point lying 49.00 feet left of station 187+98.99;

Thence proceeding thru the property now or formerly of Judy Gaines the following courses and distances South $31^{\circ}16'00''$ West, 146.38 feet to a point lying 49.00 feet left of station 186+52.61;

Thence 606.96 feet along a curve to the right, said curve having a chord of South 60°32'23" West 580.90 feet and a radius of 594.00 feet to a point lying 49.00 feet left of station 179+95.58;

Thence South 89°48'48" West, 78.63 feet to the POINT OF BEGINNING.

Said tract contains 41,831.78 square feet or 0.960 acre per the aforementioned right of way plans.

ATTACHMENT 6

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3573 Thompson Bridge Rd

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 139
TAX ID # 10104 000014D

Granted is permanent easement for the construction & maintenance of slopes and utility relocation, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 105 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 49.00 feet left of station 173+55.10 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence along property now or formerly of Judy Gaines North 40°53'41" East, 60.32 feet to a point lying 94.47 left of station of 173+94.74;

Thence proceeding thru other property now or formerly of Judy Gaines the following courses and distances South 74°54'53" East, 68.73 feet to a point lying 76.37 feet left of station 174+61.04;

Thence North 73°27'34" East, 87.53 feet to a point lying 101.01 feet left of station 175+45.03;

Thence North 69°15'14" East, 51.52 feet to a point lying 119.11 feet left of station 175+93.27;

Thence North 57°23'47" East, 59.69 feet to a point lying 151.10 feet left of station 176+43.65;

Thence North 72°16'40" East, 119.97 feet to a point lying 187.25 feet left of station 177+58.05;

Thence South 37°33'54" West, 174.85 feet to a point lying 49.00 feet left of station 176+51.00;

Thence South 89°48'48" West, 295.90 feet to the POINT OF BEGINNING.

Said tract contains 20,281.27 square feet or 0.466 acre per the aforementioned right of way plans.

ATTACHMENT 7

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3573 Thompson Bridge Rd

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 139
TAX ID # 10104 000014D

Granted is permanent easement for the construction & maintenance of slopes and utility relocation, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 105 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 53.00 right of station 181+28.31 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding thru the property now or formerly of Jud Gaines the following courses and distances 515.98 feet along a curve to the left, said curve having a chord of North 56°44'51" East 504.25 feet and a radius of 696.00 feet to a point;

Thence South 54°29'27" East, 14.00 feet to a point lying 67.00 feet right of station 186+05.00;

Thence North 31°15'27" East, 216.60 feet to a point lying 65.02 feet right of station 188+16.69;

Thence along the property nor or formerly of Julia Dyer Gaines South 33°00'20" East, 24.79 feet to a point lying 87.35 feet right of station 188+05.93;

Thence proceeding thru the property now or formerly of Judy Gaines the following courses and distances South 16°24'09" West, 42.80 feet to a point lying 98.33 feet right of station 187+64.56;

Thence South 22°04'34" West, 114.88 feet to a point lying 116.68 feet right of station 186+51.38;

Thence South 35°00'23" West, 60.03 feet to a point lying 115.25 feet right of station 186+00.52;

Thence South 46°45'54" West, 119.30 feet to a point lying 102.05 feet right of station 184+98.98;

Thence South 70°07'00" West, 107.91 feet to a point lying 62.96 feet right of station 184+09.73;

Thence South 59°33'41" West, 58.00 feet to a point lying 58.61 feet right of station 183+56.87;

Thence South $38^{\circ}34'34''$ West, 68.23 feet to a point lying 83.74 feet right of station 182+99.73;

Thence South $88^{\circ}23'30''$ West, 62.64 feet to a point lying 58.87 feet right of station 182+47.96;

Thence South $67^{\circ}09'42''$ West, 35.54 feet to a point lying 59.87 feet right of station 182+15.43;

Thence South $73^{\circ}39'12''$ West, 65.15 feet to a point lying 58.99 feet right of station 181+55.78;

Thence along the property now or formerly of Jezreel Hernandez South $88^{\circ}06'09''$ West, 30.45 feet to the POINT OF BEGINNING.

Said tract contains 21,206.80 square feet or 0.487 acre per the aforementioned right of way plans.

ATTACHMENT 8

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3573 Thompson Bridge Rd

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 139
TAX ID # 10104 000014D

Granted is temporary demo easement, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point lying 120.06 feet left of station 184+40.32 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding thru the property now or formerly of Judy Gaines the following courses and distances North 39°48'59" West, 64.94 feet to a point lying 185.00 feet left of station 184+40.32;

Thence North 44°06'47" East, 96.88 feet to a point lying 185.00 feet left of station 185+76.58;

Thence South 51°57'28" East, 67.63 feet to a point lying 117.37 feet left of station 185+76.58;

Thence South 45°29'41" West, 110.93 feet to the POINT OF BEGINNING.

Said tract contains 6,847.08 square feet per the aforementioned right of way plans.

ATTACHMENT 9

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3573 Thompson Bridge Rd

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 139
TAX ID # 10104 000014D

Granted is temporary construction easement for the construction of driveways, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 58.61 feet left of station 183+56.87 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding thru the property now or formerly of Judy Gaines the following courses and distances North 59°35'00" East, 34.05 feet to a point lying 60.60 feet right of station 183+87.98;

Thence South 33°46'39" East, 13.00 feet to a point lying 73.60 feet right of station 183+87.70;

Thence South 56°13'55" West, 34.00 feet to a point lying 73.60 feet right of station 183+57.19;

Thence North 33°44'36" West, 14.99 feet to the POINT OF BEGINNING.

Said tract contains 0.011 acres or 475.892 square feet.

Said tract contains 475.89 square feet or 0.11 acre per the aforementioned right of way plans.

ATTACHMENT 10

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3571 Thompson Bridge Rd

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 140
TAX ID # 10104 000052

Granted is permanent easement for the construction & maintenance of slopes and utility relocation, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 109.85 feet left of station 186+19.94 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 11/02/2020;

Thence proceeding thru the property now or formerly of Judy Gaines the following courses and distances North $59^{\circ}47'25''$ East, 30.26 feet to a point lying 96.09 feet left of station 186+52.03;

Thence North $29^{\circ}26'08''$ East, 29.10 feet to a point lying 97.02 feet left of station 186+81.20;

Thence along other property now or formerly of Judy Gaines the following courses and distances South $08^{\circ}58'23''$ West, 55.16 feet to a point lying 75.65 feet left of station 186+27.16;

Thence North $66^{\circ}23'02''$ West, 34.75 feet to the POINT OF BEGINNING.

Said tract contains 704.99 square feet or 0.016 acre per the aforementioned right of way plans.

ATTACHMENT 11

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3565 Thompson Bridge Rd

PROJECT #: STP00-0003-00(626)
P.I. #: 0003626, PARCEL 141
TAX ID # 10104 000014E

Granted is additional, required right of way, in Fee Simple, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 49.00 feet left of station 187+98.99 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding thru the property now or formerly of Judy Gaines North 31°16'00" East, 275.87 feet to a point lying 49.00 feet left of station 190+74.86;

Thence along the property now or formerly of Carolyn Murphy the following courses and distances North 82°40'29" East, 47.83 feet to a point lying 11.62 feet left of station 191+04.69;

Thence North 83°11'49" East, 39.56 feet to a point lying 19.53 feet right of station 191+29.09;

Thence along the existing right of way of Thompson Bridge Road (right of way varies) the following courses and distances South 34°38'14" East, 60.68 feet to a point lying 74.92 feet right of station 191+04.31;

Thence South 34°38'14" East, 10.00 feet to a point lying 84.05 feet right of station 191+00.23;

Thence South 32°50'37" East, 71.34 feet to a point lying 148.23 feet right of station 190+69.08;

Thence proceeding thru the property now or formerly of Judy Gaines the following courses and distances South 76°38'18" West, 77.40 feet to a point lying 93.15 feet right of station 190+14.71;

Thence South 31°40'17" West, 30.00 feet to a point lying 92.93 feet right of station 189+84.71;

Thence North 58°19'14" West, 27.93 feet to a point lying 65.00 feet right of station 189+84.91;

Thence South $31^{\circ}15'41''$ West, 108.24 feet to a point lying 65.01 feet right of station 188+76.67;

Thence along other property now or formerly of Judy Gaines South the following courses and distances $86^{\circ}59'50''$ West, 62.38 feet to a point lying 13.46 feet right of station 188+41.54;

Thence South $86^{\circ}59'58''$ West, 75.58 feet to the POINT OF BEGINNING.

Said tract contains 36,432.96 square feet or 0.836 acre per the aforementioned right of way plans.

ATTACHMENT 12

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3565 Thompson Bridge Rd

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 141
TAX ID # 10104 000014E

Granted is permanent easement for the construction & maintenance of slopes and utility relocation, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 82.05 feet left of station 187+76.48 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

thence proceeding thru the property now or formerly of Judy Gaines the following courses and distances North 43°00'31" East, 24.72 feet to a point lying 77.02 feet left of station 188+00.68;

thence North 32°42'01" East, 195.47 feet to a point lying 72.13 feet left of station 189+96.09;

thence North 14°04'43" East, 50.73 feet to a point lying 87.12 feet left of station 190+44.55;

thence along the property now or formerly of Carolyn Murphy North 82°46'40" East, 48.70 feet to a point lying 49.00 feet left of station 190+74.86;

thence proceeding thru the property now or formerly of Judy Gaines South 31°16'00" West, 275.87 feet to a point lying 49.00 feet left of station 187+98.99;

thence along other property now or formerly of Judy Gaines South 87°00'30" West, 39.99 feet to the POINT OF BEGINNING.

Said tract contains 7,426.38 square feet or 0.170 acre per the aforementioned right of way plans.

ATTACHMENT 13

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3565 Thompson Bridge Rd

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 141
TAX ID # 10104 000014E

Granted is permanent easement for the construction & maintenance of slopes and utility relocation, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 64.00 feet right of station 188+76.00 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

thence proceeding thru the property now or formerly of Judy Gaines the following courses and distances North $31^{\circ}16'10''$ East, 108.91 feet to a point lying 64.01 feet right of station 189+84.91;

thence South $58^{\circ}19'17''$ East, 20.07 feet to a point lying 84.08 feet right of station 189+84.77;

thence South $29^{\circ}38'35''$ West, 93.55 feet to a point lying 86.72 feet right of station 188+91.46;

thence along other property now or formerly of Judy Gaines South $87^{\circ}01'59''$ West, 27.48 feet to the POINT OF BEGINNING.

Said tract contains 2,173.39 square feet or 0.050 acre per the aforementioned right of way plans.

ATTACHMENT 14

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3565 Thompson Bridge Rd

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 141
TAX ID # 10104 000014E

Granted is temporary demo easement, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point lying 87.12 feet left of station 190+44.55 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

thence proceeding thru the property now or formerly of Judy Gaines the following courses and distances South 14°04'42" West, 50.73 feet to a point lying 72.13 feet left of station 189+96.09;

thence South 32°39'50" West, 36.09 feet to a point 73.02 feet left of station 189+60.01;

thence North 58°44'00" West, 44.92 feet to a point lying 117.93 feet left of station 189+60.01;

thence South 83°09'56" West, 80.88 feet to a point lying 181.58 feet left of station 189+10.10;

thence North 00°04'51" East, 26.09 feet to a point lying 195.09 feet left of station 189+32.42;

thence North 75°11'02" East, 155.66 feet to the POINT OF BEGINNING.

Said tract contains 6,074.39 square feet per the aforementioned right of way plans.

ATTACHMENT 15

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3565 Thompson Bridge Rd

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 141
TAX ID # 10104 000014E

Granted is temporary demo easement, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point lying 84.08 feet right of station 189+84.77 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

thence proceeding thru the property now or formerly of Judy Gaines the following courses and distances South 58°20'41" East, 8.85 feet to a point lying 92.93 feet right of station 189+84.71;

thence North 31°41'13" East, 30.00 feet to a point lying 93.15 feet right of station 190+14.71;

thence South 65°20'31" East, 135.81 feet to a point lying 228.06 feet right of station 190+30.34;

thence South 40°21'06" East, 44.27 feet to a point lying 270.07 feet right of station 190+16.38;

thence South 87°00'18" West, 168.73 feet to a point lying 130.62 feet right of station 189+21.39;

thence North 02°57'41" West, 33.97 feet to a point lying 111.51 feet right of station 189+49.48;

thence South 87°02'25" West, 31.40 feet to a point lying 85.55 feet right of station 189+31.82;

thence North 29°40'35" East, 52.97 feet to the POINT OF BEGINNING.

Said tract contains 11,060.46 square feet per the aforementioned right of way plans.

ATTACHMENT 16

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3565 Thompson Bridge Rd

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 141
TAX ID # 10104 000014E

Granted is temporary demo easement, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point lying 77.02 feet left of station 188+00.68 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

thence South 43°00'31" West, 24.72 feet to a point lying 82.05 feet left of station 187+76.48;

thence North 54°33'50" West, 25.86 feet to a point lying 107.84 feet left of station 187+78.36;

thence North 02°21'47" East, 131.52 feet to a point lying 171.41 feet left of station 188+93.50;

thence North 88°50'40" East, 26.95 feet to a point 148.66 feet left of station 189+07.95;

thence South 17°53'16" East, 50.37 feet to a point lying 110+56 feet left of station 188+75.01;

thence South 58°44'00" East, 35.44 feet to a point lying 75.12 feet left of station 188+75.01;

thence South 32°43'52" West, 74.35 feet to the POINT OF BEGINNING.

Said tract contains 6,718.56 square feet per the aforementioned right of way plans.

ATTACHMENT 17

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3565 Thompson Bridge Rd

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 141
TAX ID # 10104 000014E

Granted is temporary construction easement for the construction of driveways, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 86.72 feet right of station 188+91.46 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence North 29°38'17" East, 40.38 feet to a point lying 85.55 feet right of station 189+31.82;

Thence North 87°00'00" East, 31.37 feet to a point lying 111.51 feet right of station 189+49.48;

Thence South 3°00'00" East, 34.00 feet to a point lying 130.62 feet right of station 189+21.39

Thence South 87°00'00" West, 53.15 feet to the POINT OF BEGINNING.

Said tract contains 1,436.86 square feet or 0.033 acre per the aforementioned right of way plans.

ATTACHMENT 18

STATE OF GEORGIA
COUNTY OF HALL
OWNER: Judy Gaines
3565 Thompson Bridge Rd

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 141
TAX ID # 10104 000014E

Granted is temporary construction easement for the construction of driveways, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 73.02 feet left of station 189+60.01 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

thence proceeding thru the property now or formerly of Judy Gaines the following courses and distances South 32°40'55" West, 85.03 feet to a point lying 75.12 feet left of station 188+75.01;

thence North 58°44'00" West, 35.44 feet to a point lying 110.56 feet left of station 188+75.01;

thence North 17°53'16" West, 50.37 feet to a point lying 148.66 feet left of station 189+07.95;

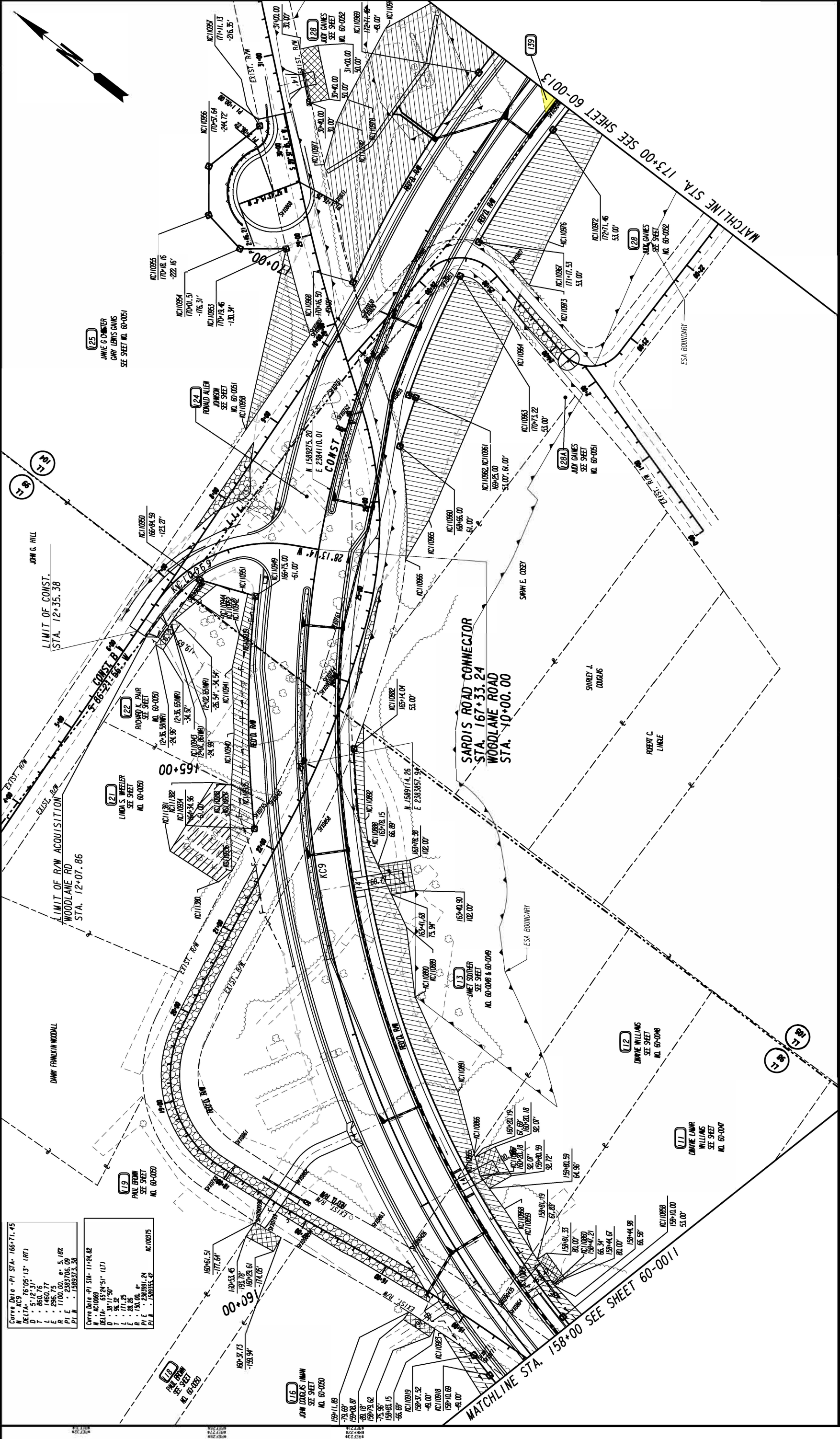
thence South 88°50'40" West, 26.95 feet to a point lying 171.41 feet left of station 188+93.50;

thence North 00°13'37" West, 19.47 feet to a point lying 181.58 feet left of station 189+10.10;

thence North 83°09'56" East, 80.88 feet to a point lying 117.93 feet left of station 189+60.01;

thence South 58°44'00" East, 44.91 feet to the POINT OF BEGINNING.

Said tract contains 6,064.99 square feet or 0.139 acre per the aforementioned right of way plans.



Curve Data - PI STA. 166+71.45
 Δ = 75°05'13" (RT)
 D = 5'12'31"
 T = 860.76
 L = 1460.77
 E = 296.75
 P.I. = 1100.23
 P.L.M. = 1589323.30

Curve Data - PI STA. 11194.82
 Δ = 55°24'51" (LT)
 D = 30'11"50"
 T = 17.35
 L = 24.26
 R = 150.00
 P.I. = 2383991.24
 P.L.M. = 1583558.32

Curve Data - PI STA. 11194.82
 Δ = 55°24'51" (LT)
 D = 30'11"50"
 T = 17.35
 L = 24.26
 R = 150.00
 P.I. = 2383991.24
 P.L.M. = 1583558.32

DATE	REVISIONS	DATE	REVISIONS
01/03/2020	PAR 116: INESMT.	08/24/2021	PAR 119: DELETED DMT ESMT
8/04/2020	ALL PARCELS TOPO IMP LEVELS ON	03/16/2022	PAR 128: REVISED INESMT
11/02/2020	PAR 112: MOVED DMT ESMT		
12/21/2020	PAR 112: ADDED DMT ESMT BACK		
03/12/2021	REVISED REID PAR 113 & DELETED CIV-DE-SAC		
05/12/2021	PAR 121: ADDED REID ESMT		

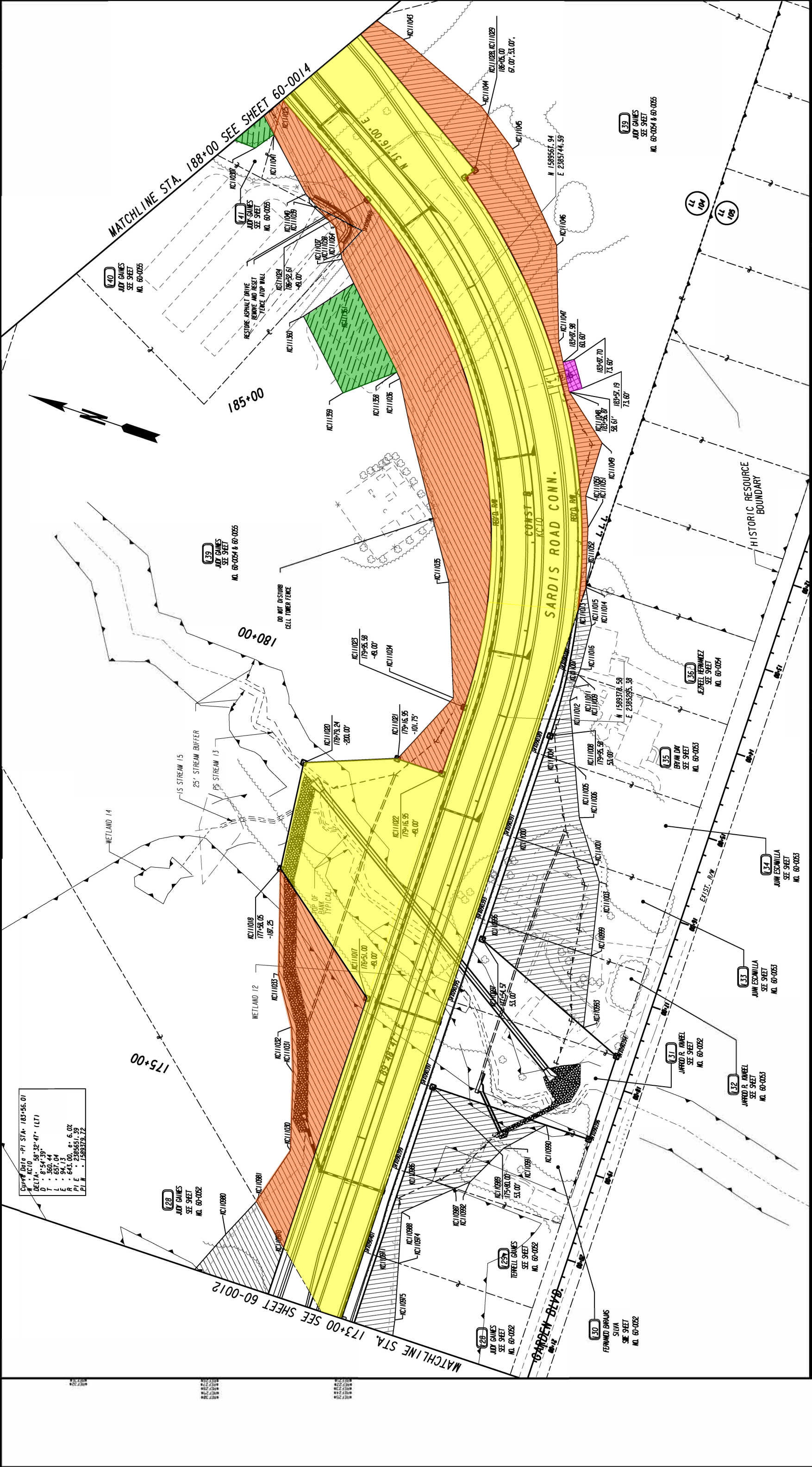
STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
 PROJECT NO: 0003626
 COUNTY: HALL
 LAND LOT NO.: 98, 104, 105
 LAND DISTRICT: 10
 GMD: 570
 DATE: 10/18/19 SH 12 OF 59

DRAWING NO. **60-0012**

PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES & UTILITY RELOCATION
 EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
 END LIMIT OF ACCESS.....ELA
 LIMIT OF ACCESS
 R/W AND LIMIT OF ACCESS
 EXISTING R/W LINE

SCALE IN FEET
 0 50 100 200



Curve Data - PT STA: 183+56.01
 R: KC10
 Δ: 50°32'47" (LT)
 D: 854.39
 L: 657.04
 E: 94.13
 R: 643.00, e: 6.02
 P.I. E: 238651.39
 P.L.N.: 1589379.72

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO.: 0003626
 COUNTY: HALL
 LAND LOT NO.: 104, 105
 LAND DISTRICT: 10
 GMD: 570
 DATE: 10/18/19 SH 13 OF 59

DRAWING NO.
60-0013

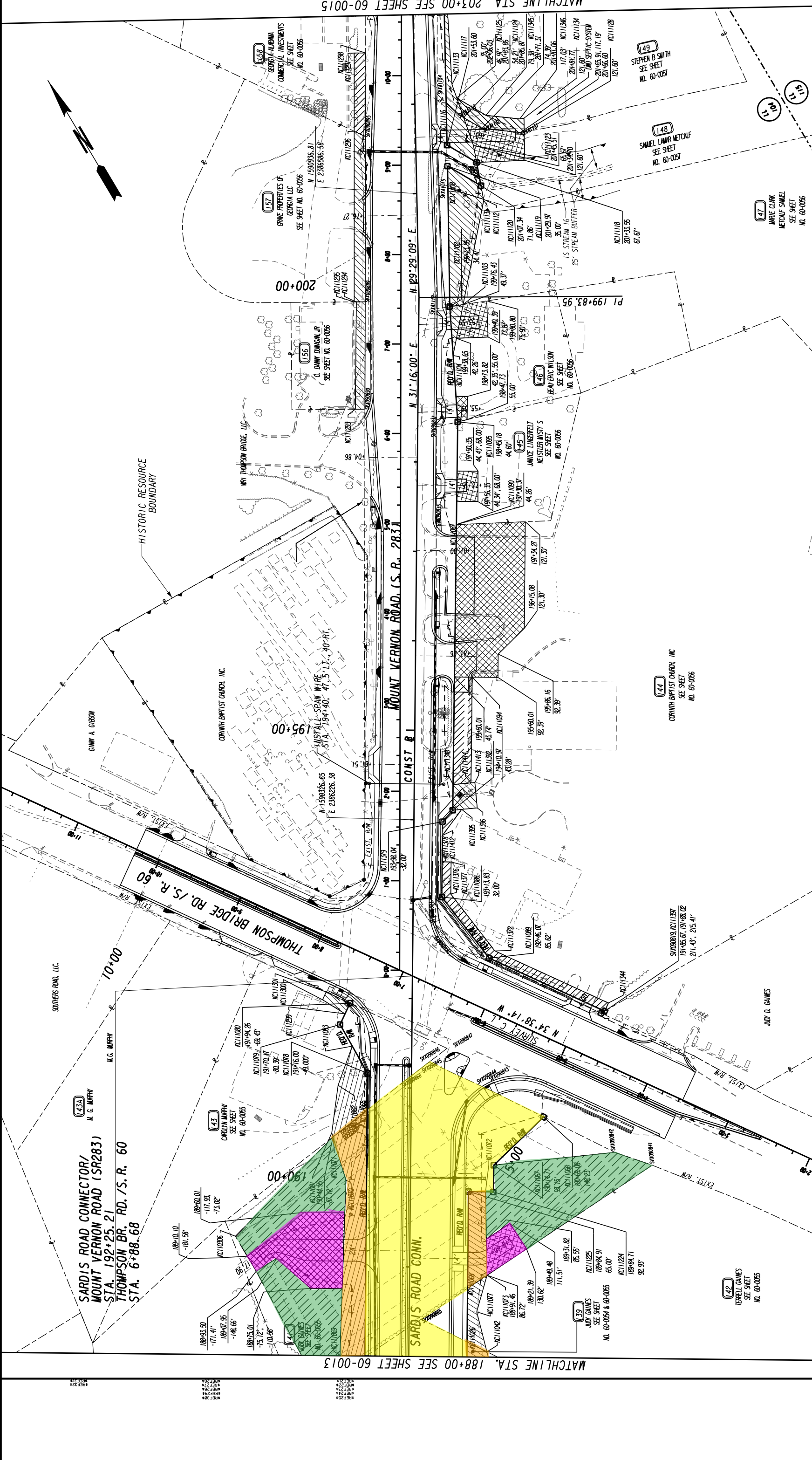
DATE: 8/04/2020 ALL PARCELS TOPO, IMP LEVELS ON
 1/17/2020 PAR 139 ADDED DEED EASMT REMOVED DRMT EASMT
 06/07/2021 PAR 140 ADDED DRMT NOTE, PAR 141 ADDED DEED EASMT

DATE: 8/04/2020
 1/17/2020
 06/07/2021

PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR
 & MAINTENANCE OF SLOPES
 & UTILITY RELOCATION
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
 END LIMIT OF ACCESS.....ELA
 LIMIT OF ACCESS
 R/W AND LIMIT OF ACCESS
 EXISTING R/W LINE

SCALE IN FEET
 0 50 100 200



STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION		RIGHT OF WAY MAP	
PROJECT NO: 0003626 COUNTY: HALL LAND LOT NO.: 104 LAND DISTRICT: 10 GMD: 570 DATE: 10/18/19 SH 14 OF 59		DRAWING NO: 60-0014	
REVISIONS		REVISIONS	
DATE	REVISIONS	DATE	REVISIONS
8/04/2020	ALL PARCELS TOPO IMP LEVELS ON	05/19/2022	ADDED RET WALL PAR 143 NEW DMY ESMT
11/02/2020	PAR 141, 143, 144, 146, 147, 149, 156 REVISED EASMT'S	05/19/2022	ADDED DMO SEPTIC SYS NOTE
06/07/2021	PAR 141 ADDED DEMO EASEMENTS	08/30/2022	REVISED PAR 144 RECD, PESMT, & TESMT 'S
07/02/2021	PAR 144 REVISED RECD & DEMO TESMT	07/21/2023	REVISED PAR 141 DMY TO TYPE A-2 V-GUTTER
09/08/2021	CHANGED PAR 150 TO TEMP CONST EASEMENT		
03/16/2022	ADDED PAVEL 143A		
wsp			
PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES & UTILITY RELOCATION EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES		BEGIN LIMIT OF ACCESS.....B/LA END LIMIT OF ACCESS.....E/LA LIMIT OF ACCESS R/W AND LIMIT OF ACCESS EXISTING R/W LINE SCALE IN FEET 0 50 100 200	

MATCHLINE STA. 188+00 SEE SHEET 60-0013

MATCHLINE STA. 203+00 SEE SHEET 60-0015

SYX090869 75.65 L 186+27.16 SARDIS RD CONNECTOR
 KC111039 55.16 W 8°58'22.5" E SARDIS RD CONNECTOR
 CHORD BEAR - S 29°26'37.3" E SARDIS RD CONNECTOR
 LNTH CHORD - 504.247 SARDIS RD CONNECTOR
 RADIUS - 696.004 SARDIS RD CONNECTOR
 DEGREE - 8°13'55" SARDIS RD CONNECTOR
 SYX090387 42.35 R 180+66.42 SARDIS RD CONNECTOR
 KC111013 53.00 R 181+28.31 SARDIS RD CONNECTOR
 CHORD BEAR - S 80°47'29.7" W SARDIS RD CONNECTOR
 LNTH CHORD - 68.144 SARDIS RD CONNECTOR
 RADIUS - 696.004 SARDIS RD CONNECTOR
 DEGREE - 8°13'55" SARDIS RD CONNECTOR
 SYX090387 42.35 R 180+66.42 SARDIS RD CONNECTOR
 KC111007 53.00 R 180+65.33 SARDIS RD CONNECTOR
 CHORD BEAR - S 80°47'29.7" W SARDIS RD CONNECTOR
 LNTH CHORD - 68.144 SARDIS RD CONNECTOR
 RADIUS - 696.004 SARDIS RD CONNECTOR
 DEGREE - 8°13'55" SARDIS RD CONNECTOR
 SYX090387 42.35 R 180+66.42 SARDIS RD CONNECTOR
 KC111024 49.00 L 179+95.58 SARDIS RD CONNECTOR
 CHORD BEAR - S 60°33'43.2'23.2" W SARDIS RD CONNECTOR
 LNTH CHORD - 580.898 SARDIS RD CONNECTOR
 RADIUS - 594.004 SARDIS RD CONNECTOR
 DEGREE - 9°38'44" SARDIS RD CONNECTOR
 KC111023 49.00 L 179+16.95 SARDIS RD CONNECTOR
 REOD EASMT - 41831.78 SF SARDIS RD CONNECTOR
 REOD EASMT - 0.960 ACRES SARDIS RD CONNECTOR

KC111028 67.00 R 186+05.00 SARDIS RD CONNECTOR
 KC111029 53.00 R 186+05.00 SARDIS RD CONNECTOR
 CHORD BEAR - S 56°44'50.6" W SARDIS RD CONNECTOR
 LNTH CHORD - 504.247 SARDIS RD CONNECTOR
 RADIUS - 696.004 SARDIS RD CONNECTOR
 DEGREE - 8°13'55" SARDIS RD CONNECTOR
 SYX090387 42.35 R 181+28.31 SARDIS RD CONNECTOR
 SYX090389 38.15 R 180+66.42 SARDIS RD CONNECTOR
 SYX090391 38.10 R 178+74.41 SARDIS RD CONNECTOR
 SYX090393 38.05 R 177+77.71 SARDIS RD CONNECTOR
 SYX090395 38.01 R 176+77.71 SARDIS RD CONNECTOR
 SYX090397 37.96 R 175+79.30 SARDIS RD CONNECTOR
 SYX090399 37.91 R 174+79.29 SARDIS RD CONNECTOR
 SYX090401 37.86 R 173+79.98 SARDIS RD CONNECTOR
 SYX090403 37.82 R 172+79.28 SARDIS RD CONNECTOR
 REOD R/W - 173833.49 SF SARDIS RD CONNECTOR
 REOD R/W - 3.991 ACRES SARDIS RD CONNECTOR
 REMAINDER - +/- 9.396 ACRES LT, +/- 3.136 ACRES RT SARDIS RD CONNECTOR

PARCEL 136 REQ'D R/W KC3331 SARDIS RD CONNECTOR
 PNT OFFSET/ STATION/ BEARING ALIGNMENT
 DIST
 SYX090387 42.35 R 180+66.42 SARDIS RD CONNECTOR
 KC111013 53.00 R 181+28.31 SARDIS RD CONNECTOR
 CHORD BEAR - S 80°47'29.7" W SARDIS RD CONNECTOR
 LNTH CHORD - 68.144 SARDIS RD CONNECTOR
 RADIUS - 696.004 SARDIS RD CONNECTOR
 DEGREE - 8°13'55" SARDIS RD CONNECTOR
 SYX090387 42.35 R 180+66.42 SARDIS RD CONNECTOR
 KC111007 53.00 R 180+65.33 SARDIS RD CONNECTOR
 CHORD BEAR - S 80°47'29.7" W SARDIS RD CONNECTOR
 LNTH CHORD - 68.144 SARDIS RD CONNECTOR
 RADIUS - 696.004 SARDIS RD CONNECTOR
 DEGREE - 8°13'55" SARDIS RD CONNECTOR
 SYX090387 42.35 R 180+66.42 SARDIS RD CONNECTOR
 KC111024 49.00 L 179+95.58 SARDIS RD CONNECTOR
 CHORD BEAR - S 60°33'43.2'23.2" W SARDIS RD CONNECTOR
 LNTH CHORD - 580.898 SARDIS RD CONNECTOR
 RADIUS - 594.004 SARDIS RD CONNECTOR
 DEGREE - 9°38'44" SARDIS RD CONNECTOR
 SYX090865 13.46 R 188+41.54 SARDIS RD CONNECTOR
 KC111026 65.02 R 188+16.69 SARDIS RD CONNECTOR
 REOD R/W - 0.009 ACRES SARDIS RD CONNECTOR
 REMAINDER - +/- 0.442 ACRES SARDIS RD CONNECTOR

PARCEL 136 REQ'D PERM. EASMT. KC3332 SARDIS RD CONNECTOR
 PNT OFFSET/ STATION/ BEARING ALIGNMENT
 DIST
 KC111007 53.00 R 180+65.33 SARDIS RD CONNECTOR
 ARC LENGTH - 68.171 SARDIS RD CONNECTOR
 CHORD BEAR - N 80°47'29.7" E SARDIS RD CONNECTOR
 LNTH CHORD - 68.144 SARDIS RD CONNECTOR
 RADIUS - 696.004 SARDIS RD CONNECTOR
 DEGREE - 8°13'55" SARDIS RD CONNECTOR
 KC111013 53.00 R 181+28.31 SARDIS RD CONNECTOR
 KC111014 59.44 R 181+53.96 SARDIS RD CONNECTOR
 KC111015 70.22 R 181+15.76 SARDIS RD CONNECTOR
 KC111016 66.17 R 180+70.46 SARDIS RD CONNECTOR
 KC111009 65.18 R 180+64.12 SARDIS RD CONNECTOR
 KC111007 53.00 R 180+65.33 SARDIS RD CONNECTOR
 REOD EASMT - 1214.96 SF SARDIS RD CONNECTOR
 REOD EASMT - 0.028 ACRES SARDIS RD CONNECTOR

PARCEL 139 REQ'D PERM. EASMT. KC3336 SARDIS RD CONNECTOR
 PNT OFFSET/ STATION/ BEARING ALIGNMENT
 DIST
 KC111013 53.00 R 181+28.31 SARDIS RD CONNECTOR
 ARC LENGTH - 515.982 SARDIS RD CONNECTOR
 CHORD BEAR - N 56°44'50.6" E SARDIS RD CONNECTOR
 LNTH CHORD - 504.247 SARDIS RD CONNECTOR
 RADIUS - 696.004 SARDIS RD CONNECTOR
 DEGREE - 8°13'55" SARDIS RD CONNECTOR
 KC111029 53.00 R 186+05.00 SARDIS RD CONNECTOR
 KC111028 67.00 R 186+05.00 SARDIS RD CONNECTOR
 KC111026 65.02 R 188+16.69 SARDIS RD CONNECTOR
 KC111042 87.35 R 188+05.93 SARDIS RD CONNECTOR
 KC111043 98.33 R 187+64.56 SARDIS RD CONNECTOR
 KC111044 116.68 R 186+51.38 SARDIS RD CONNECTOR
 KC111045 115.25 R 186+00.52 SARDIS RD CONNECTOR
 KC111046 102.05 R 184+98.98 SARDIS RD CONNECTOR
 KC111047 62.96 R 184+09.73 SARDIS RD CONNECTOR
 KC111048 58.61 R 183+56.87 SARDIS RD CONNECTOR
 KC111049 83.74 R 182+99.73 SARDIS RD CONNECTOR
 KC111050 58.87 R 182+47.96 SARDIS RD CONNECTOR
 KC111051 59.87 R 182+15.43 SARDIS RD CONNECTOR
 KC111052 58.99 R 181+55.78 SARDIS RD CONNECTOR
 KC111013 53.00 R 181+28.31 SARDIS RD CONNECTOR
 REOD EASMT - 21206.80 SF SARDIS RD CONNECTOR
 REOD EASMT - 0.487 ACRES SARDIS RD CONNECTOR

PARCEL 139 REQ'D PERM. EASMT. KC3334 SARDIS RD CONNECTOR
 PNT OFFSET/ STATION/ BEARING ALIGNMENT
 DIST
 KC1110970 49.00 L 173+55.10 SARDIS RD CONNECTOR
 KC110981 94.47 L 173+94.74 SARDIS RD CONNECTOR
 KC111030 76.37 L 174+67.04 SARDIS RD CONNECTOR
 KC111031 101.01 L 175+45.03 SARDIS RD CONNECTOR
 KC111032 119.11 L 175+93.27 SARDIS RD CONNECTOR
 KC111033 151.10 L 176+43.65 SARDIS RD CONNECTOR
 KC111018 187.25 L 177+58.05 SARDIS RD CONNECTOR
 KC111017 49.00 L 176+57.00 SARDIS RD CONNECTOR
 KC110970 49.00 L 173+55.10 SARDIS RD CONNECTOR
 REOD EASMT - 20281.27 SF SARDIS RD CONNECTOR
 REOD EASMT - 0.466 ACRES SARDIS RD CONNECTOR

PARCEL 139 REQ'D R/W KC3333 SARDIS RD CONNECTOR
 PNT OFFSET/ STATION/ BEARING ALIGNMENT
 DIST
 SYX090403 37.82 R 172+79.28 SARDIS RD CONNECTOR
 KC110970 49.00 L 173+55.10 SARDIS RD CONNECTOR
 KC111017 49.00 L 176+51.00 SARDIS RD CONNECTOR
 KC111018 187.25 L 177+58.05 SARDIS RD CONNECTOR
 KC111020 200.00 L 178+79.24 SARDIS RD CONNECTOR
 KC111021 101.75 L 179+16.95 SARDIS RD CONNECTOR
 KC111022 49.00 L 179+16.95 SARDIS RD CONNECTOR
 KC111023 49.00 L 179+16.95 SARDIS RD CONNECTOR
 CHORD BEAR - N 60°32'23.2" E SARDIS RD CONNECTOR
 LNTH CHORD - 580.898 SARDIS RD CONNECTOR
 RADIUS - 594.004 SARDIS RD CONNECTOR
 DEGREE - 9°38'44" SARDIS RD CONNECTOR
 KC111024 49.00 L 186+52.61 SARDIS RD CONNECTOR
 KC111025 49.00 L 187+98.99 SARDIS RD CONNECTOR
 SYX090865 13.46 R 188+41.54 SARDIS RD CONNECTOR
 KC111026 65.02 R 188+16.69 SARDIS RD CONNECTOR
 REOD R/W - 0.009 ACRES SARDIS RD CONNECTOR
 REMAINDER - +/- 0.442 ACRES SARDIS RD CONNECTOR

PARCEL 139 REQ'D TEMP. DEMO EASMT. KC3254 SARDIS RD CONNECTOR
 PNT OFFSET/ STATION/ BEARING ALIGNMENT
 DIST
 KC111358 120.06 L 184+40.32 SARDIS RD CONNECTOR
 KC111359 185.00 L 184+40.32 SARDIS RD CONNECTOR
 KC111360 185.00 L 185+76.58 SARDIS RD CONNECTOR
 KC111361 117.37 L 185+76.58 SARDIS RD CONNECTOR
 KC111358 120.06 L 184+40.32 SARDIS RD CONNECTOR
 REOD EASMT AREA - 6847.08 SF SARDIS RD CONNECTOR

CONTINUED IN NEXT COLUMN

CONTINUED IN NEXT COLUMN

CONTINUED IN NEXT COLUMN

CONTINUED IN NEXT COLUMN

DATE	REVISIONS
11/02/2020	PW 139 ADDED REEL LT & RT, ADDED DEMO EASMT

DATE	REVISIONS

wsp

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY TABLES
 PROJECT NO: 0003626
 COUNTY: HALL
 LAND LOT NO.:
 LAND DISTRICT:
 GMD: 570
 DATE 10/18/19 SH 54 OF 59

Table with columns: PNT, OFFSET, STATION, BEARING, ALIGNMENT. Includes data for PARCEL 139 and PARCEL 140.

Table with columns: PNT, OFFSET, STATION, BEARING, ALIGNMENT. Includes data for PARCEL 141.

Table with columns: PNT, OFFSET, STATION, BEARING, ALIGNMENT. Includes data for PARCEL 141.

Table with columns: PNT, OFFSET, STATION, BEARING, ALIGNMENT. Includes data for PARCEL 143.

Table with columns: PNT, OFFSET, STATION, BEARING, ALIGNMENT. Includes data for PARCEL 141.

Table with columns: PNT, OFFSET, STATION, BEARING, ALIGNMENT. Includes data for PARCEL 141.

Table with columns: PNT, OFFSET, STATION, BEARING, ALIGNMENT. Includes data for PARCEL 142.

Table with columns: PNT, OFFSET, STATION, BEARING, ALIGNMENT. Includes data for PARCEL 143.

Table with columns: PNT, OFFSET, STATION, BEARING, ALIGNMENT. Includes data for PARCEL 141.

Table with columns: PNT, OFFSET, STATION, BEARING, ALIGNMENT. Includes data for PARCEL 141.

Table with columns: PNT, OFFSET, STATION, BEARING, ALIGNMENT. Includes data for PARCEL 142.

Table with columns: PNT, OFFSET, STATION, BEARING, ALIGNMENT. Includes data for PARCEL 143.

Project information including DATE, REVISIONS, DATE, REVISIONS, DATE, REVISIONS, STATE OF GEORGIA, DEPARTMENT OF TRANSPORTATION, RIGHT OF WAY TABLES, PROJECT NO., COUNTY, LAND LOT NO., LAND DISTRICT, GMD, DATE.



AGENDA ITEM

Elections

REPORT TO: Work Session (08/07/23)

REPORT TO: Voting Meeting (08/10/23)

ITEM NO: 411/2023

SUBJECT: Approve the sole source purchase of eleven (11) Runbeck Voting HUBS for Elections to Runbeck Elections Services, Inc. of Phoenix, AZ, in the amount of \$51,150.00.

Meetings:

Work Session Date: 08/07/23

Voting Meeting Date: 08/10/23

Executive Summary:

Presenter: PAT
Recommendation: Approve.

Purpose of Request: Approve the sole source purchase of eleven (11) Runbeck Voting HUBS for Elections to Runbeck Elections Services, Inc. of Phoenix, AZ, in the amount of \$51,150.00.

History:

Facts and Issues: These units work with our current voting equipment. They were approved in our current budget.

Options:

Funding Requested	\$ 51,150.00
Are funds within current budget?	Yes
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2023-07-24

Approvals:

Submit	Approve	Purchasing	Budget
PT	PT	PT	PT

Submit	Approve	Purchasing	Budget
Finance	Attorney	Administration	Clerk
PT	WLI	CR	JR

Attachments:

- Financial Supplement
- Sole Source Form
- Runbeck D4 HUB Price Quote
- Runbeck Sole Source Letter



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

AGENDA ITEM 411/2023

Funds Requested: \$ 51,150.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	1400-ELECTIONS	531600-SMALL FURNITURE & EQUIPMENT	\$51,150.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: PAT

Phone: 678-696-2505



Sole Source/Brand and Single Source Justification

Request Submitted By

Name:	
Job Title:	
Department:	
E-Mail Address:	
Date of Request:	

Request Details

Sole Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements of the County.

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

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

For Sole Source or Sole Brand, identify efforts made to locate other possible sources.

Desired Supplier Name:
Desired Supplier Email:
Desired Supplier Phone Number:

Scope of Work

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

Justifying a Sole Source/Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).

Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

Justifying a Single Source

Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required.

--

Letter from Original Equipment Manufacturer (required):

Attached

Purchasing Use Only

Buyer:

Buyer E-Mail Address:

Buyer Telephone:

Contract #:

Contract Name:

If publicly solicited, number of protests:

Outcome:

Bid # (if competitively bid):

Purchase Order #:



Defending Democracy[®]

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HALL COUNTY, GEORGIA

VOTE CENTER HUBS – D-LINE
PRODUCT PROPOSAL

07/13/2023
QUOTE #: 00002007

Election Supply Products Proudly
Manufactured In The U.S.A By



Overview

Dear Lori Wurtz,

Here at Runbeck Election Services (Runbeck), we are solely focused on elections, dedicating all our resources to our election partners and the advancement of election solutions. Since our establishment in 1972, and we have been an active participant in the growth and modernization of the electoral process. Now, 50 years later, we are trusted by jurisdictions across the nation to deliver customized election products and services, reaching 70 million+ registered voters each cycle. When it comes to the election industry, no one can compete with our team's experience in the scale of solutions, years of operation, and comprehensive expertise.

Our team at Runbeck is very excited to be partnering with FlexMet™ as the exclusive seller to secure, durable, and transportable Vote Center Hubs. Manufactured out of Tennessee, the FlexMet product line is compatible with both ES&S and Dominion tabulation vendors. They are designed to ensure voter privacy and meet ADA compliance standards. Having limited manpower and resources for your polling station set-up can result in hours of overtime work. The Hubs eliminate unnecessary labor while providing peace of mind that all of your election supplies are safely stored.

We understand processes, procedures, laws, products, and equipment. This group of subject matter experts will assist our partners with hardware installation, background knowledge and of course, training, on how to use all of our offered products. We are committed to giving our partners an unbeatable level of service and support to expertly plan and execute your election process.

It takes extreme focus, unlike any other industry, to reach perfection. The election industry demands it. It is our hope that our elections focus is reinforced and clearly reflected in every facet of our company and makes it clear that we take pride in Defending Democracy®.

Sincerely,



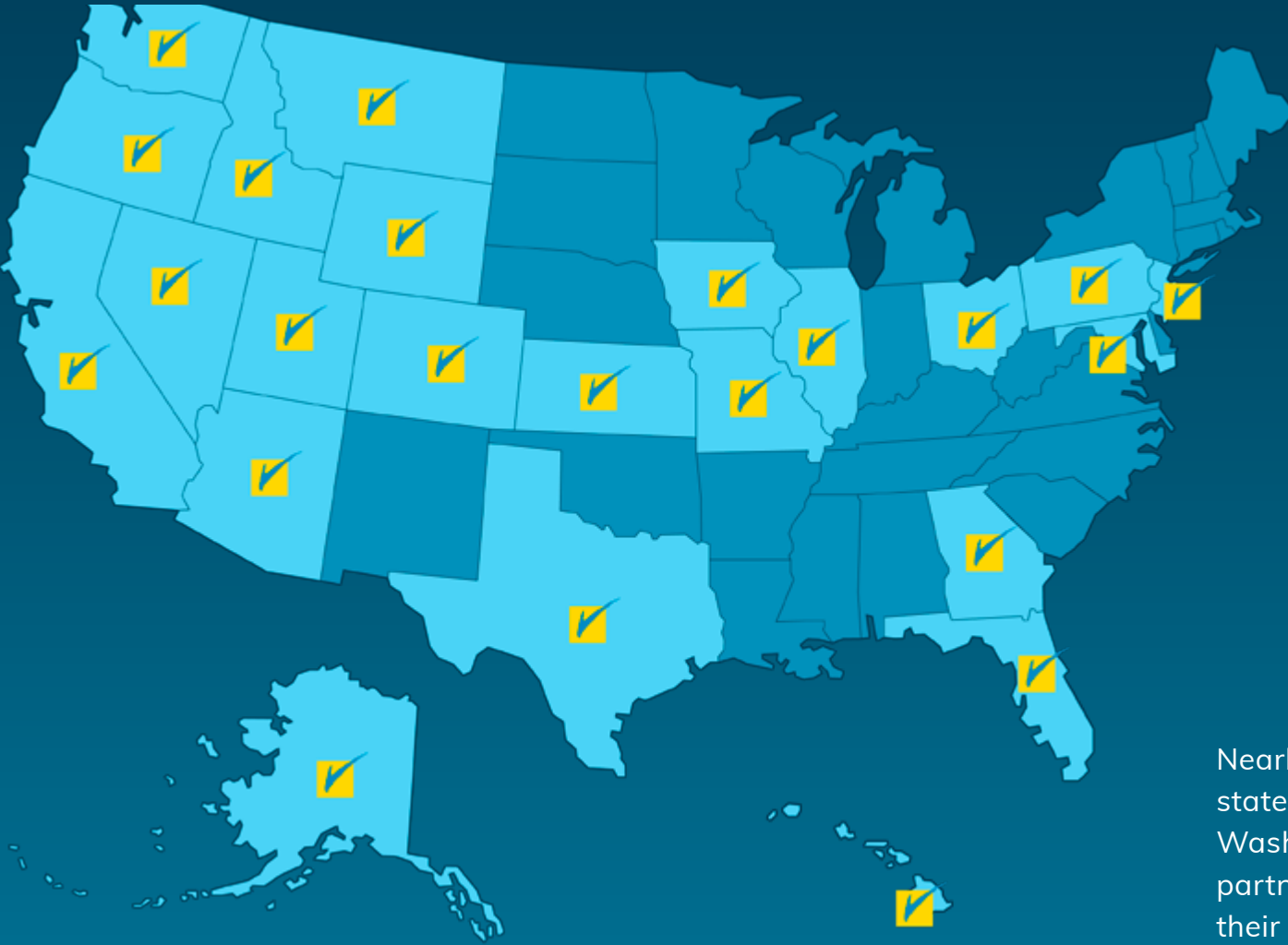
Rizwan Fidai

Vice President of Sales

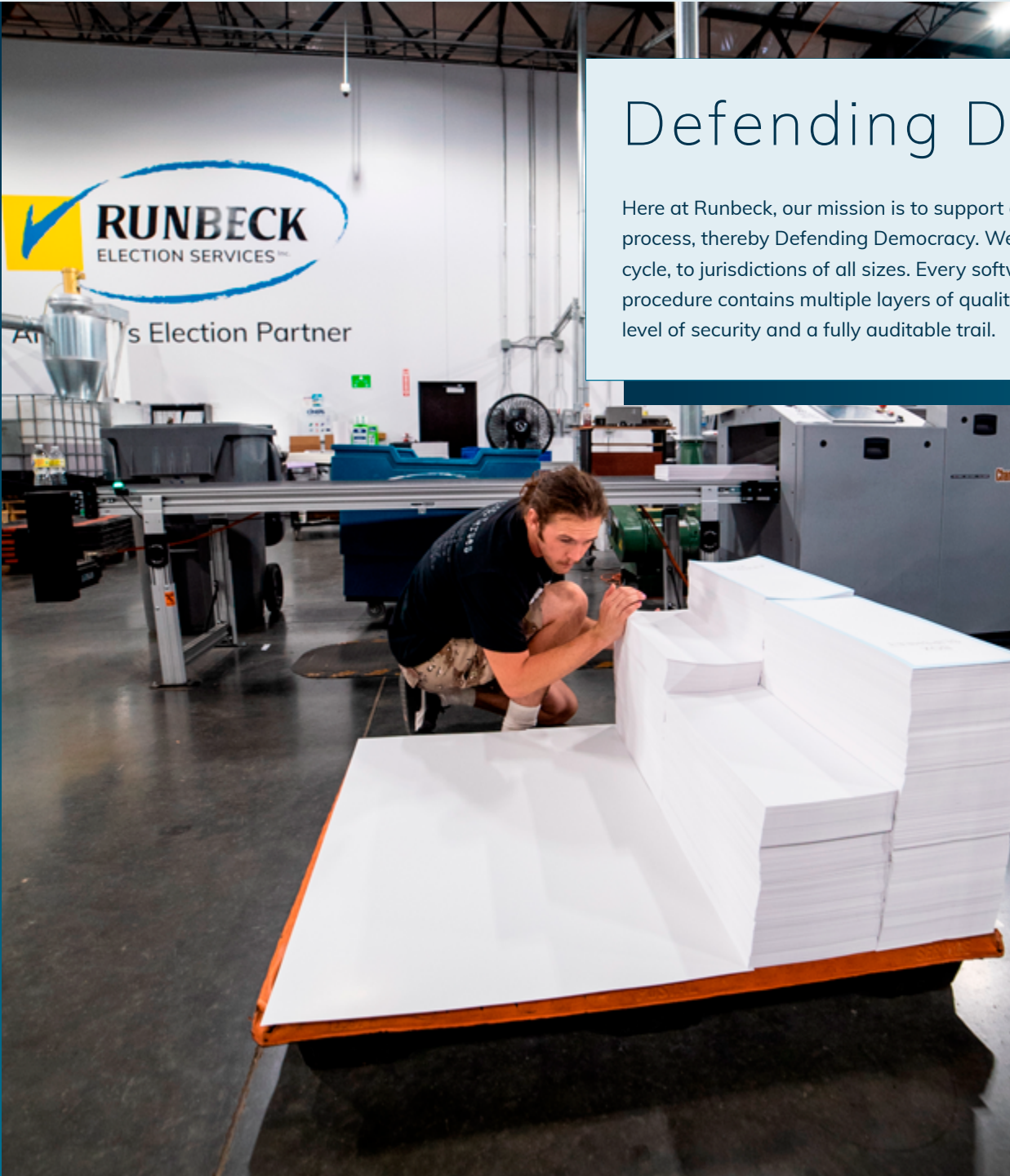
Runbeck Election Services, Inc.

Trusted Across The Nation

 = Our Election Partners



Nearly half of the 50 states, along with Washington D.C., partner with us for their election services.



Defending Democracy®

Here at Runbeck, our mission is to support and empower every participant in the election process, thereby Defending Democracy. We provide every election essential, for every election cycle, to jurisdictions of all sizes. Every software program, hardware solution, and production procedure contains multiple layers of quality assurance protocols to guarantee the highest level of security and a fully auditable trail.



EXPERIENCED

We are proud of our history of integrity-driven election services spanning over five decades and reaching over 70 million voters, every election.



SECURE

We are a member of the federal Subsector Coordinating Council (under the Department of Homeland Security) and maintain SOC 2 Type II compliance.



CUTTING EDGE

Our products are the most secure and reliable on the market, and our facilities are home to state-of-the-art equipment that supports transparent and auditable elections.

Our team at Runbeck is very excited to be partnering with FlexMet™ as the exclusive seller to secure, durable, and transportable Vote CenterHubs.

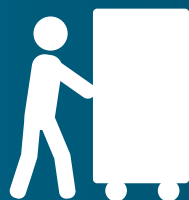
Manufactured out of Tennessee, the FlexMet product line is compatible with both ES&S and Dominion tabulation vendors. They are designed to ensure voter privacy and meet ADA compliance standards. Having limited manpower and resources for your polling station set-up can result in hours of overtime work. The Hubs eliminate unnecessary labor while providing peace of mind that all of your election supplies are safely stored.



VOTE CENTER HUBS ARE...



DURABLE



PORTABLE



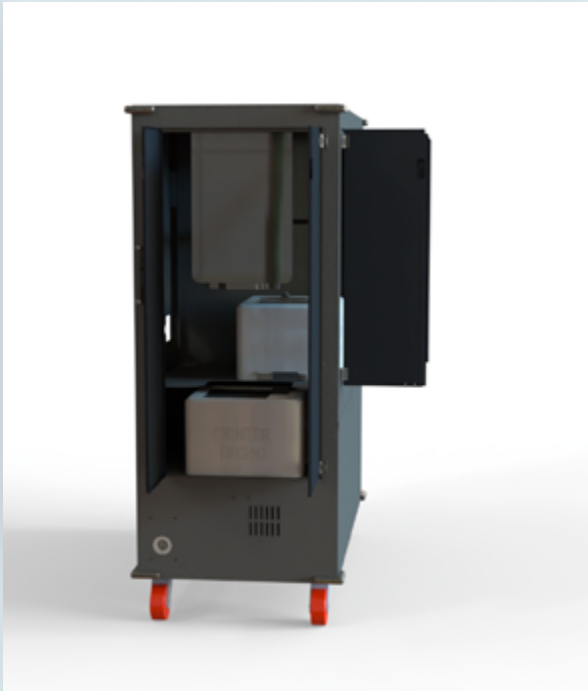
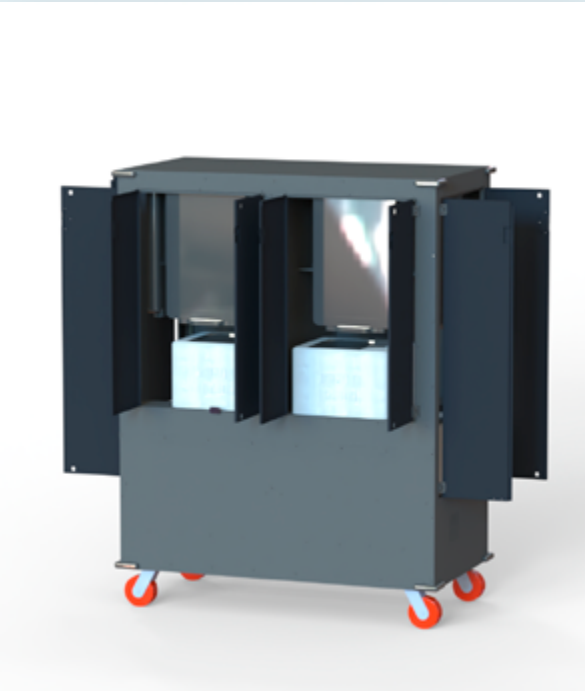
SECURE



DOMESTIC

D4 VOTE HUB

America's Election Partner®



Compatible with Printers:
-M501DN

Manufactured
in the USA by

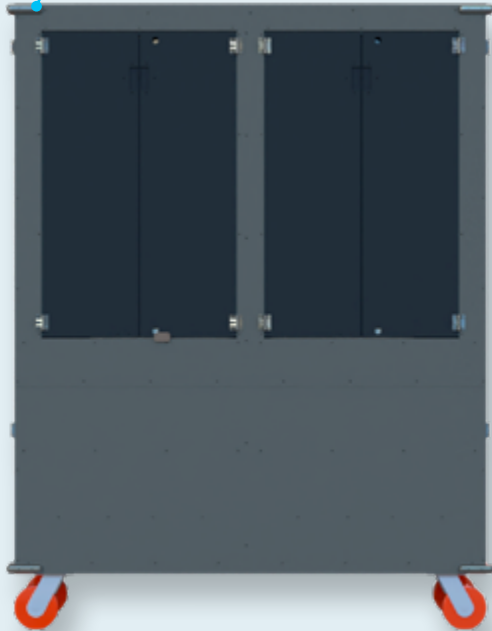


D4 VOTE HUB

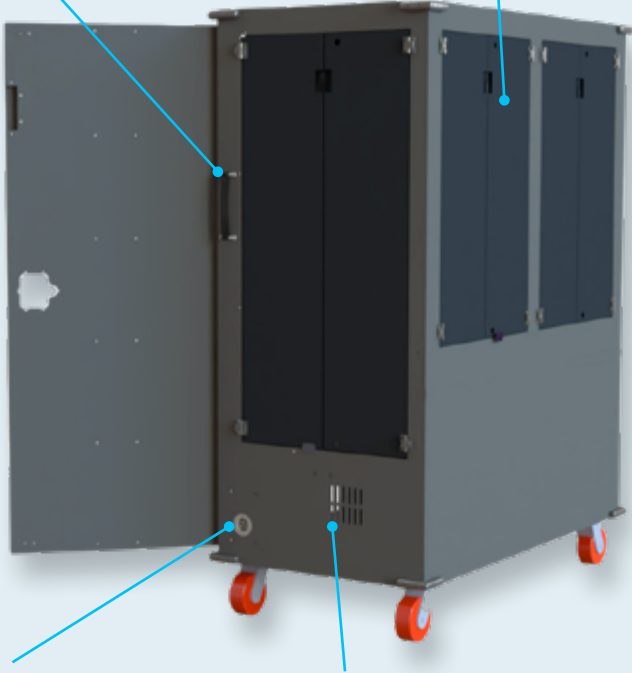
Security Seal Pocket



Bumpers On Every Corner

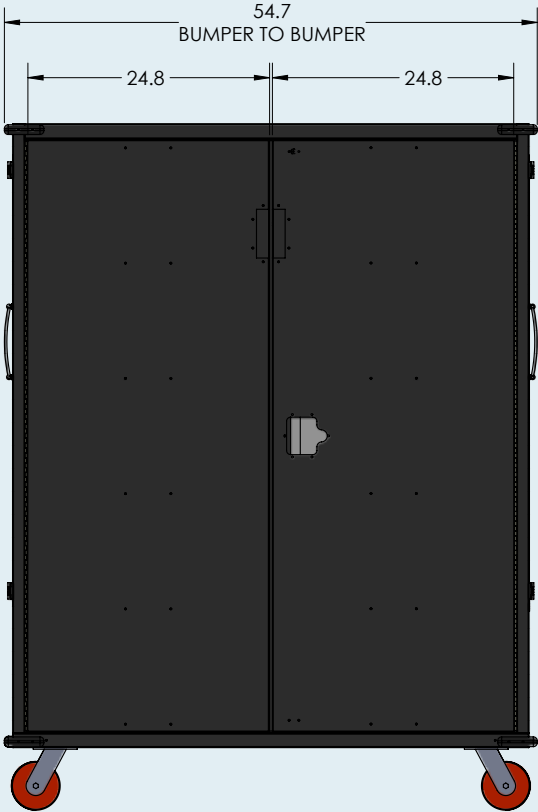


Pull Handles

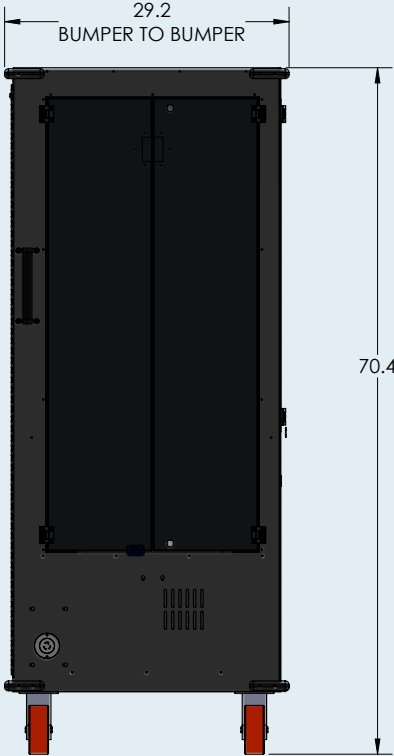


Voting Doors - Double as Privacy Shield

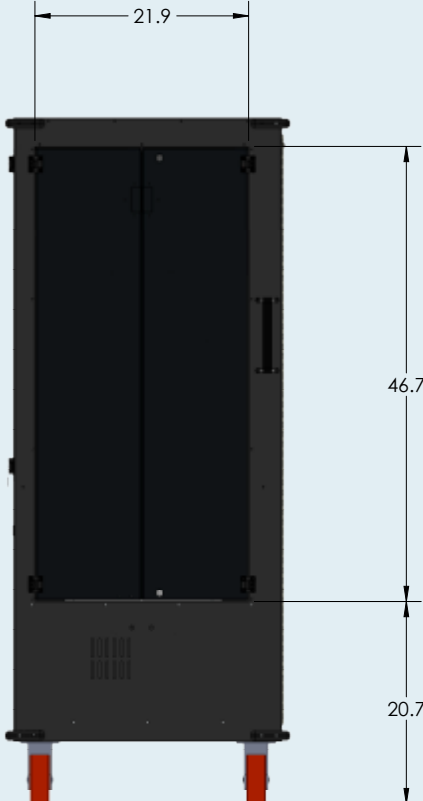
D4 VOTE HUB - DIMENSIONS



FRONT



RIGHT



LEFT

Vote Center Hub Pricing

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
D4 Vote Hub- Quad ICX BMDs	11	\$4,650	\$51,150
Shipping	All Hubs	*TBD	*TBD
Total:			\$51,150

NOTES

Quote is valid until **07/31/2023**
 Any applicable taxes are the sole responsibility of the Client.
 *A freight estimate will be provided separately.
 **REQUIRED* 50% deposit due on order, remaining 50% upon delivery.
 Quote #: **00002007**

America's Election Partner®



Testimonial

“

Setting up and taking down our voting center locations can take a massive amount of time, manpower, and resources. With these Vote Center Hubs, you plug it in, open a door and it's ready to go. Most importantly, the Hubs have an added level of security for when our equipment is in storage.

”

-Janine Eveler, Director of Cobb County Elections and Registration



Hall County, Thank You For Your Consideration.

Visit runbeck.net for more information
about our product and services.

RUNBECK ELECTION SERVICES, INC.

VOTE CENTER HUBS – D-LINE

PRODUCT PROPOSAL

07/13/2023

QUOTE #: 00002007

Election Supply Products Proudly
Manufactured In The U.S.A By





Runbeck Election Services, Inc. FlexMet Sole Source Letter

Runbeck Election Services, Inc. ("Runbeck") specializes in providing secure, efficient, and cost-effective solutions for national, state, and county elections. Our focus in this industry enables Runbeck to develop and deliver highly effective products and services. These services are specifically tailored to each of our customers while providing expert user support for each election cycle.

In partnership with FlexMet Inc., Runbeck is the exclusive seller and distributor of all Vote Center Hubs. The D4 is one of five Vote Center Hub variations designed specifically to accommodate Dominion's ImageCast X Ballot Marking Device. Additionally, the D4 includes the following features:

- Portable unit Accommodates up to 4 Dominion ICX Ballot Marking Devices
- 4 stand-up voting stations with ADA capability
- 2 mounts with vents to accommodate Uninterruptible Power Supply (UPS) battery backups
- Security seal lock pockets on each voting station
- 2 T-handle latches for reinforced security
- Built-in safe compartment
- Ballot box for ImageCast Scanner
- Voting doors work as privacy shields at each voting station
- Daisy Chain Capable

Runbeck, as an entity, confirms and ensures that the aforementioned information is current, accurate and reflects the exclusivity of the products and solutions provided by Runbeck Election Services, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Rizwan Fidai", is written over a light blue background.

Rizwan Fidai

Vice President of Sales





AGENDA ITEM

Financial Services

REPORT TO: Work Session (08/07/23)
REPORT TO: Voting Meeting (08/10/23)
ITEM NO: 410/2023
SUBJECT: Approve the agreement with Bates, Carter and Company, LLP for Financial Services for FY 2023 annual audit services and authorize the Chairman to execute all necessary documents. The estimated cost is \$121,000.00.

Meetings:

Work Session Date: 08/07/23

Voting Meeting Date: 08/10/23

Executive Summary:

Presenter: WG
Recommendation:
Approve

Purpose of Request:
Approve the agreement with Bates, Carter and Company, LLP for Financial Services for FY 2023 annual audit services and authorize the Chairman to execute all necessary documents. The estimated cost is \$121,000.00.

History:
Bates, Carter and Company has historically provided audit services to the County and is in good standing with the County. The vendor is also tasked with compiling our annual audit report.

Facts and Issues:
A signed engagement letter is necessary for the auditors to commence audit procedures. The audit must be completed within six months of the fiscal year end.

Options:

Funding Requested	\$ 121,000.00
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
TS	TS	TS	WLI
Administration		Clerk	
CR		JR	

Attachments:

Financial Supplement
FY 2023 Audit Engagement Letter



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

AGENDA ITEM 410/2023

Funds Requested: \$ 121,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	1500-GENERAL SERVICES	521201-AUDITS	\$121,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WG

Phone: 770-535-8270



July 19, 2023

Board of Commissioners
Hall County, Georgia
P.O. Box 1435
Gainesville, Georgia 30503-1435

We are pleased to confirm our understanding of the services we are to provide Hall County, Georgia for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Hall County, Georgia as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Hall County, Georgia's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Hall County, Georgia's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of the Net Pension Liability - ACCG Hall County Defined Benefit Plan
- Schedule of Contributions - ACCG Hall County Defined Benefit Plan
- Schedule of Notes to Required Supplementary Information - ACCG Hall County Defined Benefit Plan
- Schedule of Changes in the Net OPEB Liability and Related Ratios - Hall County, Georgia Postretirement Health and Life Insurance Benefit Plans

- Schedule of Employer Contributions - Hall County, Georgia Postretirement Health and Life Insurance Benefit Plans
- Schedule of Notes to Required Supplementary Information - Hall County, Georgia Postretirement Health and Life Insurance Benefit Plans
- Budgetary Comparison Schedule - General Fund
- Budgetary Comparison Schedule - Fire Services
- Budgetary Comparison Schedule - Multiple Grants
- Budgetary Comparison Schedule - American Rescue Plan Act

We have also been engaged to report on supplementary information other than RSI that accompanies Hall County, Georgia's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves; and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Schedule of Projects Constructed with Special Purpose Local Option Sales Tax
- Schedule of Expenditures of Federal Awards
- Combining and Individual Nonmajor Fund Financial Statements
- Supplemental Budgetary Comparison Schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Transmittal letter and other information in the introductory section
- Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made on the financial statements. The objectives also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level

of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be delivered and read only by addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risks of material misstatement as part of our audit planning: Management Override of Controls and Improper Revenue Recognition. These risks are addressed by procedures in the audit, including but not limited to:

- Assignment of audit staff based on consideration of audit risk
- Procedures to incorporate an element of unpredictability in the audit from period to period
- Tests of revenue recognition and year end accruals
- Consideration of the selection and application of significant accounting principles
- Examination of journal entries
- Review of accounting estimates for bias
- Evaluation of business rationale for unusual transactions

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis of our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Hall County, Georgia's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Hall County, Georgia's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Hall County, Georgia's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Hall County, Georgia in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedules of expenditures of federal awards, all financial records, and related information available to us and the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on September 25, 2023.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Smartsheet is used solely as a method of exchanging information and is not intended to store Hall County, Georgia's information. At the end of the engagement, we will provide Hall County, Georgia with a copy of deliverables and data related to the engagement. Upon completion of the engagement, data and other content may be removed from Smartsheet or become unavailable.

We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to Hall County, Georgia; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bates, Carter & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bates, Carter & Co. LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a Cognizant or Oversight agency or its designee. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Amanda M. Wilkson, C.P.A., is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately September 25, 2023, and to issue our reports no later than December 31, 2023.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$100,000. Our fees associated with the Report of Local Government Finance reporting will be \$2,500. Our fees associated with the preparation of the Landfill Financial Assurance Report are included in the audit fee. Our fees associated with the Uniform Guidance (Single Audit) procedures and reporting will be \$5,000 per major program. Any implementation fees associated with new applicable reporting requirements will be \$1,500 to \$7,500 per implementation. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

You have requested that we provide you with our most recent external peer review report, accordingly, our most recent peer review report accompanies this letter.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of Hall County, Georgia. We will make reference to Bull & Bull, CPA's, P.C.'s audit of the Hall County Health Department in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Hall County, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,

Bates, Carter & Co., LLP

BATES, CARTER & CO., LLP

RESPONSE:

This letter correctly sets forth the understanding of Hall County, Georgia.

Management Signature _____
Title _____
Date _____

Governance Signature _____
Title _____
Date _____

Enclosure



AGENDA ITEM

Fire Rescue

REPORT TO: Work Session (08/07/23)

REPORT TO: Voting Meeting (08/10/23)

ITEM NO: 423/2023

SUBJECT: Approve the purchase of a Landing Craft Fire Boat for Fire Rescue to Lake Assault Boats, LLC of Superior, WI, in the amount of \$697,776.57.

Meetings:

Work Session Date: 08/07/23

Voting Meeting Date: 08/10/23

Executive Summary:

Presenter: CTW

Recommendation:
Approve.

Purpose of Request:

Approve the purchase of a Landing Craft Fire Boat for Fire Rescue to Lake Assault Boats, LLC of Superior, WI, in the amount of \$697,776.57.

History:

Hall County Fire Rescue has reviewed multiple vessels capable of fire suppression on Lake Lanier. After a thorough review we found that this vessel built by Lake Assault provides the necessary compliment of equipment and capabilities. A landing craft style vessel is required for ease of moving patients and equipment on and off the vessel. The vessel includes a fully enclosed acclimatized cabin for providing care for sick and injured patients. Plenty of work space on the deck is required for fire suppression and rescue activities. Solid build quality with aluminum thicknesses and fully welded to provide a solid work platform and longevity of the vessel. Lake Assault provides a lot larger platform than many of the competitors to fulfill the needs for Hall County. Finally this vessel falls under HGAC Part number AM18LC13 that has already been through a competitive bid process. This vessel meets or exceeds the needs for Hall County Fire Rescue.

Facts and Issues:

Options:

Lake Assault Boats to provide Hall County Fire Rescue with one (1) 38' landing craft style fire rescue boat. Total cost of the craft HGAC Part number AM18LC13. Delivery time is 16 months after prebuild meeting. Vendor requires a 50% deposit with Purchase Order. The Vendor is part of the Houston-Galveston Area Council Cooperative Purchasing agreement where the members and products are a result of competitive bidding and great savings are obtained through the cooperative buying power.

Funding Requested \$ 697,776.57
Are funds within current budget? Yes
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2023-07-24

Approvals:

Buyer	submit	approve	Purchasing
AP	CA	CA	AP
Budget	Finance	Attorney	Administration
TS	TS	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- Base Price Quote
- Published Options
- Boat Specs
- Vessel Renderings
- Sole Brand (Mfg.) Justification Form



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

AGENDA ITEM 423/2023

Funds Requested: \$ 697,776.57

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	3520-FIRE RESCUE	542100-MACHINERY	\$697,776.57

Budget Transfer Items:

Additional Information/Comments:

Bradley Martin, 678-343-0636 Shane Peck, 770-530-6680

Contact for Questions: DCKB

Phone:

678-725-3340



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: AM10-20

Date Prepared: 7/14/2023

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Hall County GA Fire department	Contractor:	Lake Assault Boats, LLC
Contact Person:		Prepared By:	Bob Beck
Phone:		Phone:	479-250-7135
Fax:		Fax:	
Email:		Email:	bbeck@lakeassault.com

Product Code:	AM18LC13	Description:	36 x 10.5 Landing craft fire boat
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 463,367.20

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1024 add fixed gasketed widows x3	\$ 1,785.00	1058 roof top a/c x 2	\$5,954.00
1014 Sea star optimus system	\$16,431.60	1048 Installed customer supplied radios x 2	\$179.00
1015 Second engine joystick controller	\$2,857.20	1050 dive doors(32 inch) x 2	\$3,572.00
1028 upgrade from pivot mount to pole scene lights	\$2,500.00	1054 deck plate and bumpers bow door	\$7,501.00
1036 additional MFD	\$3,500.00	1093 roof top monitor	\$3,714.00
1031 remote controlled spotlight x2	\$2,144.00	1059 diesel furnace	\$5,120.00
1040 VHF radio and antenna	\$1,400.00	1060 Battery status monitor	\$834.00
1052 upgrade to stokes litter rope guard	\$1,429.00	1066 diagonal rub rail	\$2,381.00
1094 VUM(1 5inch discharge and 2 2.5 inch discharges on f	\$3,572.00	1068 windshield washer	\$ 142.80
1046 3 days training	\$1,786.00	1069 push knees	\$ 1,000.80
1033 DR Kevin LED deck work lights x2	\$1,144.80	Subtotal From Additional Sheet(s):	\$19,525.20
1101 Bronze pump upgrade	\$ 9,526.00	Subtotal B:	\$ 97,999.40

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Upgrade to 38 foot length/11 foot beam	\$10,830.00	Electrical folding mast and lighting	\$ 3,000.00
Pilot house length upgrade	\$3,500.00	Subtotal From Additional Sheet(s):	\$105,768.00
Trailer upgrade	\$ 3,000.00	Subtotal C:	\$ 126,098.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 22%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 687,464.60	=	Subtotal D:	\$ 687,464.60
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$ 10,311.97

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
100 % Up front pay discount 1.5%	\$ (10,466.65)		
		Subtotal F:	\$ (10,466.65)

Delivery Date: 16 months from order **G. Total Purchase Price (D+E+F):** \$ 687,309.92

Published options

1079 life ring and rack	\$142.80
1095 portable bow monitor and hose	\$2,828.00
1083 tow post	\$1,286.40
1047 delivery to Gainsville GA	\$8,600.00
1063 shock mitigating seats x 4 w storage below	\$6,668.00

\$19,525.20



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14 July 2023

Lake Assault Boats is proud to present The Hall County GA Fire Department with a proven watercraft to assist in performing their duties to the highest level. Dependability, durability, safety and comfort are engrained into every Lake Assault product.

Delivery time from the time of award is 16 months after prebuild meeting. Delivery is contingent on longlead time items like engines which depending on selection could impact delivery.

Quote is valid for 30 Days.

These specifications are based on Lake Assault proven hull design. Each vessel is custom designed and engineered to meet your specific mission. Details of this specification can be adjusted to meet your requirements as needed. Please review and advise what additions/deletions you would like to see, and we will adjust the spec and GA drawing and provide quote ASAP.

Total cost of the craft HGAC **Part number AM18LC13** as written in the below listed base specification with the addition of the below listed published and unpublished options is **\$697,776.57 USD**. See payment terms below.

Payment terms

50% of the Contract price due upon award of contract.

30% of the Contract price is due upon final hull weld out.

10% of the contract price is due upon installation of propulsion engines.

10% of the Contract price is due upon delivery and acceptance of the Fire Boat/Patrol Boat.

If 100% payment is made at time of contract signing an additional discount of 1.5% (\$10,466.65 USD) will be applied to the contract resulting in an updated contract price of **\$687,309.92 USD**.

Published HGAC options included in price.

Life ring and rack

Addition of Stokes Basket engine guard

Addition of VUM forward (5-inch discharge and two 2.5-inch discharges)

Remote operated monitor on roof



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Addition of 3 gasketed windows one port and stbd and one additional aft
Delivery to Gainesville GA
Addition of second 12-inch MFD
Addition of 18-inch radar array
Addition of Yamaha joystick steering system
steering system
Second joystick controller for engines
Installation of VHF radio and antenna
Installation of 1 customer supplied radios and antennas.
Installation of 4 DR Kevin LED deck lights (2)
Upgrade to Bronze Pump
Port and stbd side dive doors (32-inch opening)
3 days training
Remote controlled spotlights (2)
Upgrade to raising scene lights.
Roof top A/c units (2)
Deck plate and bumpers on bow door
Diesel furnace
Battery status monitor
Diagonal hull rub rails
Windshield washer
Push knees
Portable bow monitor and hose
Tow post
Shock mitigating seats w storage below (Bentley).

Unpublished options included in price.

Installation of FLIR M364C and Joystick control for FLIR unit
Interior Cabin paint
Increase length of vessel from 36 to 38 feet and widen beam from 10.5 to 11 feet
Increase length of pilothouse
Bottom Paint
Upgrade to electrical folding mast
Trailer upgrade
Electric folding mast



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Addition of 7.5 KW generator
Paint above the waterline
Upgrade to 300 gallon fuel tank
Addition of folding foot rest
Folding patient bench port side
Padded bench seat behind shock mitigating seats stbd side
Additional battery for bow door
Whelen Pioneer summit 58 inch lights x 3
Whelen light and siren controller
Upgrade to twin 425 HP outboard engines
Vinyl lettering on hull/cabin
Cardiac monitor storage bracket
Whelen emergency lighting on perimeter of pilot house (8)
4 additional red/white dome lights in main cabin(8 total)

If you have any additional adjustments or changes, please contact me at bbeck@lakeassault.com or 479-250-7135.

V/R

Bob Beck
Director of Sales and Marketing
Lake Assault Boats, LLC

HGAC SPEC 36'x10.5' Landing Craft with Full-width Pilot House:

6.1.18 v1.0

A. GENERAL SPECIFICATIONS:

1. Hull Length 36' (does not include outboard engines, engine guard, or rub rails)
2. Beam 10 feet 6 inches (does not include engine guard, or rub rails)
3. Overall height not to exceed 13'6" while on trailer and attached to a tow vehicle.



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4. Draft should not exceed 18 inches with motors trimmed up and 24 inches with motors trimmed down.
5. Person and cargo capacity 3,500 lbs.
6. Boat weight 14,900 lbs approx.
7. Trailer weight 2,400 lbs approx.
8. Combined boat and trailer weight 17,300 lbs. approx.
9. Fire pump rated at 1500 GPM.

B. HULL DESIGN & OUTFITTING:

1. Hull is Landing Craft style modified "V" with 16-degree dead rise at the transom and 34" delta pad.
2. The boat has a 72" hydraulically operated bow door. The hydraulic system has cylinders on both sides of the door and is able to deploy door to 90 degrees from the closed position. The bow door will have an integrated ladder for diver re-entry, and flat tread areas for ATV deployment. Door has the ability to be latched in closed position. The boat can be safely operated at slow speeds with the bow door opened as a working platform.
3. There will be a hydraulic bypass for manual door operation.
4. There will be an aluminum rub rail with swimmer's grab rails just above the waterline on port and starboard sides of vessel.
5. There is a tread plate gunnel of at least 5" fore to aft.
6. All decks are self-bailing and provide sufficient water egress.
7. There are sacrificial anodes attached to the hull for electrolysis protection.
8. There is an "Equipment Leakage Circuit Interrupter" ("ELCI") installed to guard against electrical shock to persons in the water adjacent to the vessel.
9. Deck forward of the Pilot House accommodates the engine and pump unit.
10. There will be two lockable storage compartments, suitable for seating, provided on each side of the forward bow deck.
11. A 3/4" aluminum double pad eye will be incorporated into the keel.
12. There will be sufficient two-part polyurethane foam below deck to maintain flotation in the event of swamping.
13. 1 1/2" pipe safety railings are installed 6" above gunnel from dive doors, forward 72".
14. Eight (8) 10" welded aluminum cleats.
15. Bottom plating 1/4" 5083 or 5086-H116
16. Side plating 3/16" 5083 or 5086-H32
17. Deck plating 1/8" 5052-H32 diamond tread plate.



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18. Deck structure and component material are aluminum, they consist of 5083 or 5086 aluminum alloy with thicknesses of .190", .250", and .375", and are fully welded to the hull and all deck height transverse bulkheads and longitudinal girders to contribute to the strength of the hull. Floor is supported by 2x2 square tubing.
19. 3" Duramax D shaped rub rail along the full length of the boat at the gunnel height.
20. Three (3) 2000GPH automatic bilge pumps. Two are located at the transom, and one at the forward end of the delta pad. The pumps located at the transom are wired together, so they come on at the same time. Reasoning behind this is when the boats' trim changes, and the water rushes aft, the two pumps can capture and discharge as quickly as possible.
21. One (1) SS treaded drain plug is provided.
22. ABYC approved carbon monoxide detector in cab.

C. WELDING:

1. The hull and superstructure are constructed of marine grade aluminum and MIG and TIG welded throughout.
2. All water seams are welded 100% on both sides.
3. Longitudinal structural members are stitch welded on opposite sides.

D. FUEL SYSTEM:

1. 200-gallon fuel tank.
2. Fuel tank is EPA compliant and meets all venting and overflow safety requirements.

E. TOWING EQUIPMENT:

1. There is a 2" double pipe motor guard with tow line guides.

F. PILOT HOUSE:

1. The Full-width Pilot House has an interior clearance height of 76".
2. Component material is all welded construction of 5086 aluminum alloy of 3/16" thickness.
3. The Pilot House is equipped with a forward leaning, tempered safety glass windshield with windshield wiper. Two sliding tempered safety glass windows, one on each side and one clamped window on aft wall of house.
4. There is a lockable, hinged, swinging door with a tempered safety glass window on the fore and aft walls of the pilot house.
5. The dash console provides ample room for electronics, throttles, switches, and steering components.
6. Included is one Ritchie compass.



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7. Includes two marine fire extinguishers with 10-BC rating.
8. There is an overhead radio rack. Emergency radios are to be supplied by the Department and installed by Lake Assault. (Emergency radios may require tuning and programming by local Fire Dept Dealer upon delivery).
9. There is a grab rail alongside of the roof gutters on port and starboard sides.
10. There are 2 overhead grab rails running lengthwise in the Pilot House ceiling.
11. There is a grab rail near the console at the pump control station.
12. There are 2 grab rails on the exterior forward wall of the Pilot House.
13. There are 2 grab rails on the exterior aft wall of the Pilot House.
14. Four 12V red/white LED dome lights installed overhead inside of the cabin.
15. Padded helm seat box has storage below.

G. ELECTRICAL SYSTEM:

1. The vessel's electrical system is 12VDC and 120VAC 60 Hz.
2. All electrical cable is marine grade tinned copper wire and labeled for each circuit.
3. Cables are routed in wire ways wherever possible. Cables are protected with rubber wherever exposed to potential damage.
4. Electrical cables are sized in accordance with the American Boat & Yacht Council recommendations.
5. All electrical cables are marked in accordance with the markings in electrical drawings.
6. All electrical switches are of a heavy-duty type toggles properly insulated.
7. The electrical system is grounded. The hull is not used as part of a galvanic feeding loop.
8. Wiring for radios, and all electronics are protected with circuit breakers. Two additional circuit breakers are provided for future expansion of the electrical system.
9. Electrical compartments are provided in the cabin to house the electrical power, circuit protection and control components. Serviceable components are accessible. Power, circuit protection and control components are protected against the following: corrosion, excessive heat, excessive vibration, water spray and EMI and RFI.
10. Mounting plates for antenna are on the roof.
11. Deluxe single motor heavy-duty wiper system with dual pantographic arms.
12. Two (2) 12-volt power outlets and two (2) USB charging ports are provided in the dash console.

H. BATTERIES:

1. Four marine batteries are installed complete with battery switches.
2. There is a starting battery for each outboard motor, a starting battery for the pump motor and one dedicated house battery. A battery distribution panel, located on the console, includes a



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battery switch for each battery, crossover switches to allow jumping in case of a dead battery.
All battery switches are located on lower panel of console.

3. An automatic charging relay is installed to allow for the house bank to be charged via the engine alternators.
4. All of the batteries are installed in plastic battery trays below a deck hatch outboard of the cabin.

I. 120V AC ELECTRICAL:

1. A 30-amp shore power system is installed to supply battery charger.
2. A three-bank battery charger is installed for use with the shore power system above.

J. 12V DC ELECTRICAL:

1. A Blue Seas 6 position distribution panel is installed on the console.
2. Navigation lights are installed to meet USCG requirements with hinging anchor light mast.
3. Three 12V 2000 GPH bilge pumps are installed with automatic float switch.
4. Includes 2 Blue Seas 12v/USB charging ports.

K. PROPULSION:

1. Twin Four Stroke 300 HP outboard motors with stainless steel props are provided. Complete with a fuel management system, power trim and tilt and wiring harnesses.
2. Engine monitoring to be done through Multi-Function Display unit on dash.

L. FIRE PUMP:

1. The fire pump is powered by an 8 cyl Marinized GM gasoline engine.
2. Pump end is a 1500 GPM for direct connection to engine flywheel.
3. Fire pump is rated at 1500 GPM at 150 psi at the pump.
4. The pump control station has a Pressure/RPM controller.
5. There is a remote control 6" stainless shut off valve between the sea chest and pump with controls on the main console in the pilot house.
6. The dual wheel manually controlled deck-mounted monitor is 1500 GPM with stacked tips and stream straightener.
7. The pump is configured with through-hull suction into a sea chest with a minimum of 6" intake. The sea chest has a screened inlet, and a valve at the sea chest outlet.
8. Winterization kit to bypass sea water intake installed so that anti-freeze can be introduced for storage.
9. Fresh water flushing port installed just ahead of sea chest valve.



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M. PAINT AND GRAPHICS:

1. Deck area and interior/exterior of Pilot House are painted with Zolatone non-skid texture paint.

N. EMERGENCY LIGHTING, SIREN, AND WORK LIGHTS:

1. 24" emergency light bar, fully loaded with red LEDs.
2. Two Lumitec Scene Lights mounted on Pilot House.
3. Strip lights in gunnels for walkway illumination.

O. TRAILER:

1. A custom aluminum triple axle bunk trailer complete with electric brakes, spare tire, and tongue jack on trailer.
2. Galvanized steel wheels and electric disc brakes.
3. An adjustable bow stop and winch stand is provided with a manual 2-speed winch and strap.
4. Trailer LED lights are submersible.

Q. ELECTRONICS:

1. One (1) Garmin 12" TOUCH SCREEN with GPS, SONAR with SideVu and DownVu, CHART PLOTTING.

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DO NOT SCALE DRAWING

REVISION	BY	DESCRIPTION	DATE	NAME	DATE
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				MFG APPR.	
				Q.A.	

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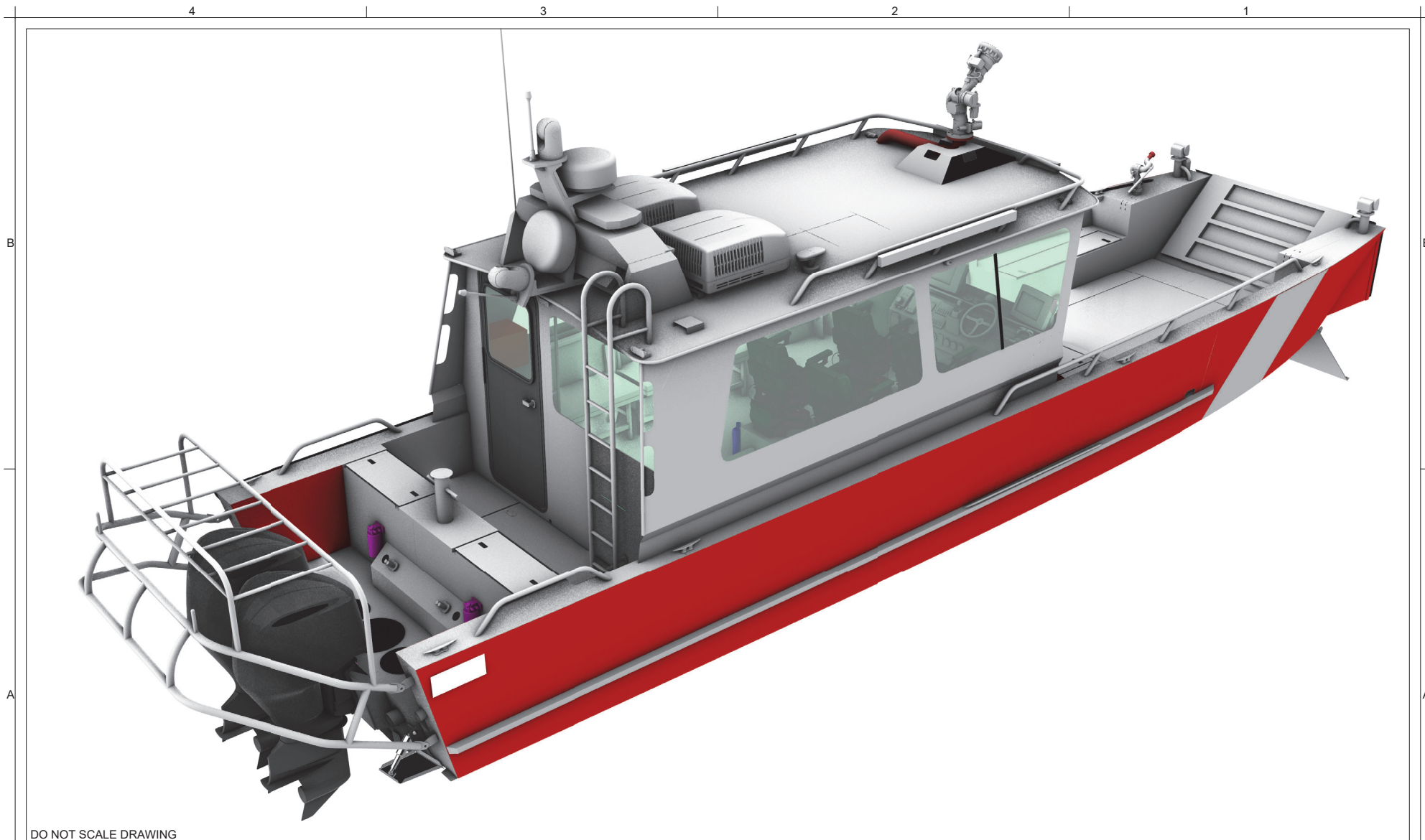
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TITLE:
**Hall County FD
 Fire Boat Landing Craft**

LAKE ASSAULT BOATS, LLC
 DRAWING:
 RB38-11FC
 General Arrangement

SHEET
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TITLE:
**Hall County FD
 Fire Boat Landing Craft**

LAKE ASSAULT BOATS, LLC
 DRAWING:
 RB38-11FC
 General Arrangement

SHEET
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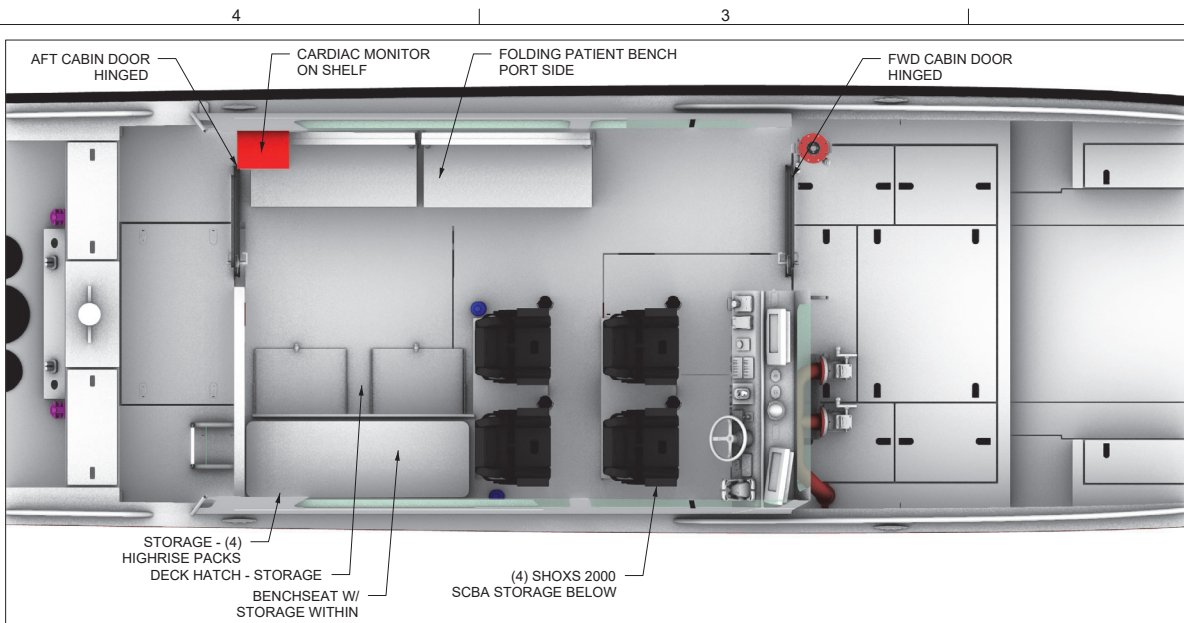
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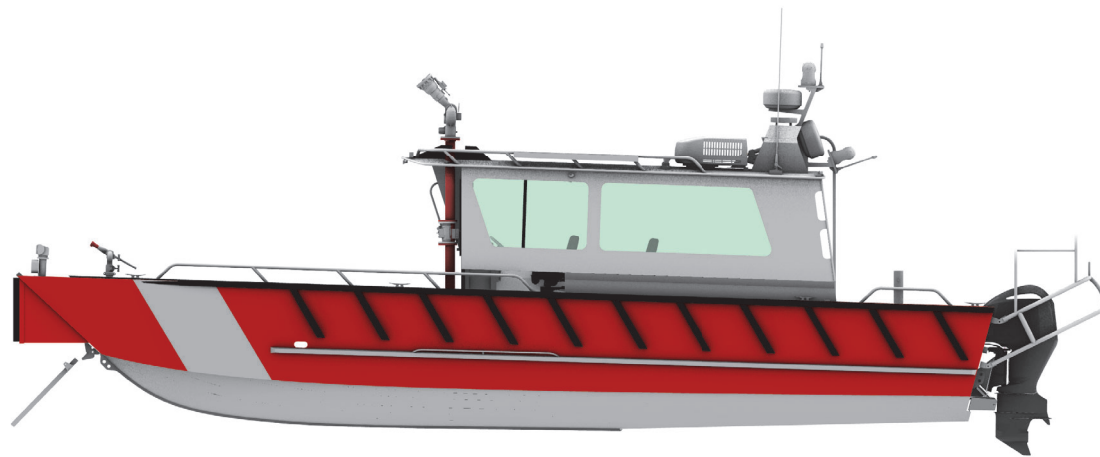
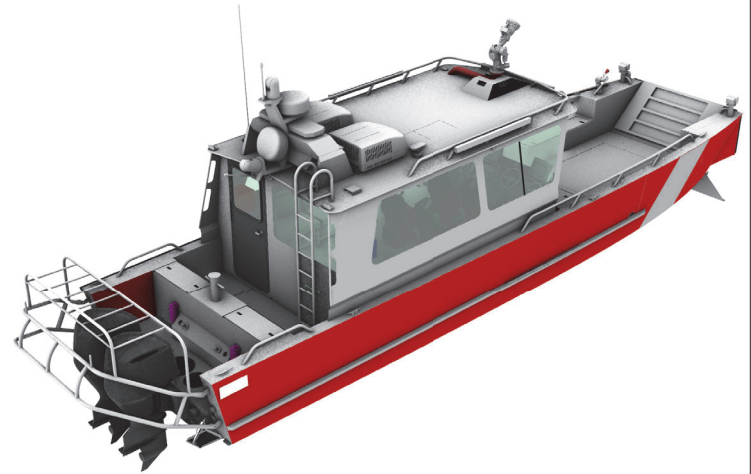


1 CLOUGH AVE
 SUPERIOR, WI 54880-1300
 715-394-7787
 LAKEASSAULT.COM

TITLE:
**Hall County FD
 Fire Boat Landing Craft**

LAKE ASSAULT BOATS, LLC
 DRAWING:
**RB38-11FC
 General Arrangement**

SHEET
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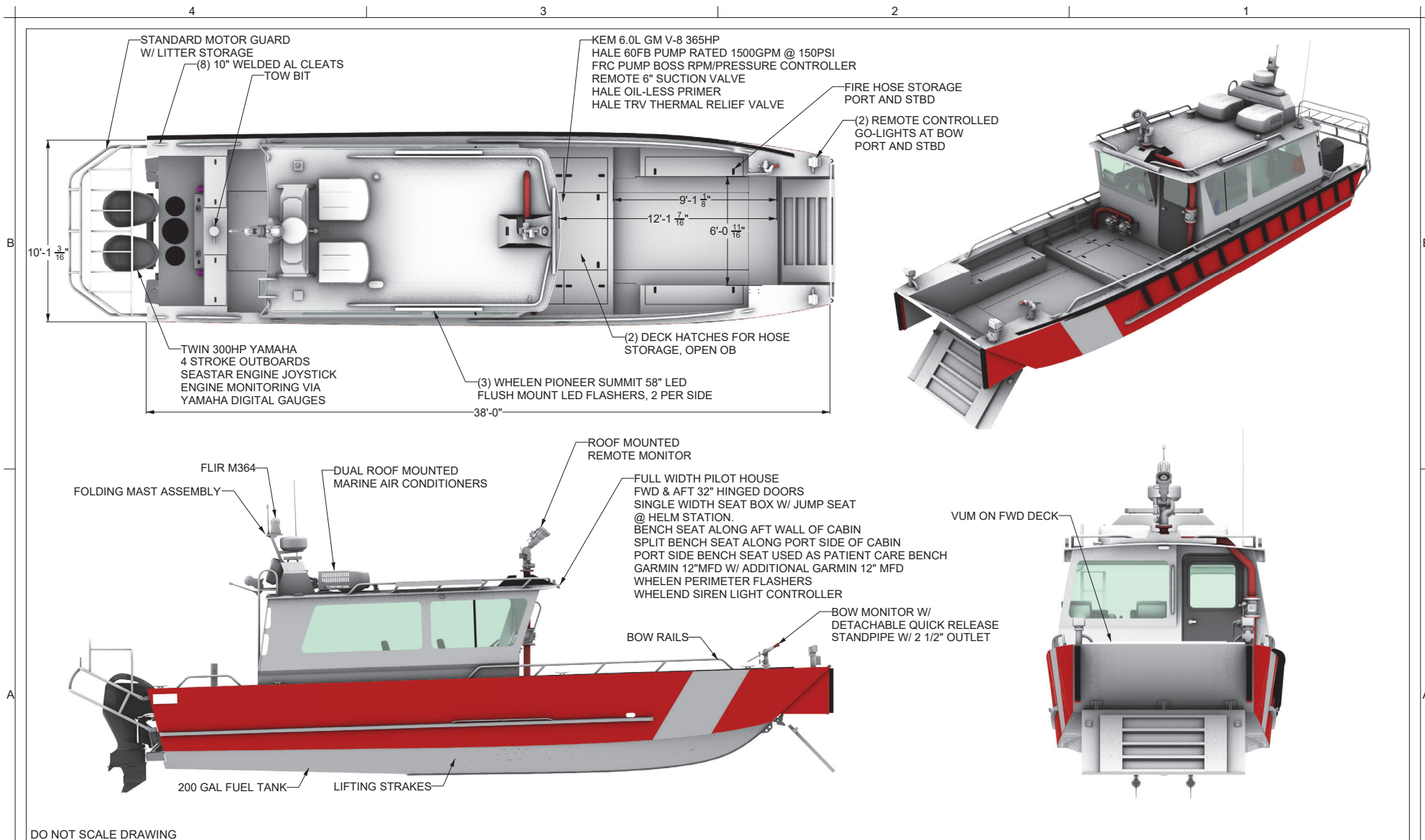


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SHEET
5 / 5



Sole-Source/Brand Justification

Request Submitted By

Name:	
Job Title:	
Department:	
E-Mail Address:	
Date of Request:	

Request Details

Sole-Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements of the County.

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

Identify efforts made to locate other possible sources.

--

Desired Supplier Name:
Desired Supplier Email:
Desired Supplier Phone Number:

Scope of Work

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

Exclusive Capability: Justifying a Sole Source/Sole Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).

Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

Letter from Original Equipment Manufacturer (required):

Attached

Purchasing Use Only

Buyer:

Buyer E-Mail Address:

Buyer Telephone:

Contract #:

Contract Name:

If publicly solicited, number of protests:

Outcome:

Bid # (if competitively bid):

Purchase Order #:



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (08/07/23)

REPORT TO: Voting Meeting (08/10/23)

ITEM NO: 413/2023

SUBJECT: Approve the Professional Services Agreement to acquire updated building and road edge layers to coincide with new aerial photography actively being acquired as part of the 2023 Georgia Mountains Regional Commission (GMRC) Orthoimagery and LiDAR Project for Planning & Development to NV5 Geospatial, Inc. of St. Petersburg, FL, in the amount of \$82,875.00.

Meetings:

Work Session Date: 08/07/23

Voting Meeting Date: 08/10/23

Executive Summary:

Presenter: RE

Recommendation:

Approve.

Purpose of Request:

Approve the Professional Services Agreement to acquire updated building and road edge layers to coincide with new aerial photography actively being acquired as part of the 2023 Georgia Mountains Regional Commission (GMRC) Orthoimagery and LiDAR Project for Planning & Development to NV5 Geospatial, Inc. of St. Petersburg, FL, in the amount of \$82,875.00.

History:

Hall County has participated in purchasing building and road edge layers that coincided with aerial photography collections in 2010 with Kucera, and in 2015 with GMRC contracting Quantum Spatial, now NV5. As with all our GIS expenditures, the cost will be shared between our GIS partners, Gainesville (25%), Oakwood (4%), & Flowery Branch (4%).

Facts and Issues:

Options:

The Georgia Mountains Regional Commission (GMRC) contracted with NV5, and organized a regional aerial photography and LiDAR project which includes 16 counties & 2 cities in northern Georgia. Photography was captured in January and February of 2023. We've requested updated building and road edge layers to be derived and created off of the collected photography and LiDAR data. The county's cost is \$82,875.00.

Hall County last acquired building and road edge layers in 2015, coinciding with a previous aerial photography collection. With significant growth in the county within the last 8 years, this data will be integral in having an accurate portrayal of the amount of constructed growth. The final product delivery of the building and road edge layers is 90 to 120 days after notice to proceed. These requested products are part of the GIS program strategy to maintain current data for staff and citizens.

Funding Requested	\$ 82,875.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects
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
AD	RD	TS	TS
Attorney	Administration		Clerk
WLI	CR		JR

Attachments:

- Financial Supplement
- NV5 Professional Services Agreement



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

AGENDA ITEM 413/2023

Funds Requested: \$ 82,875.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	7410-PLANNING	542400-COMPUTERS AND SOFTWARE	\$82,875.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: RE

Phone: 7705316871

Professional Services Agreement

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made by and between Hall County, Georgia (referred to herein as "Client") with offices at 2875 Browns Bridge Road, Gainesville, GA 30504 and NV5 GEOSPATIAL, Inc. a Wisconsin corporation (referred to herein as "Consultant") with offices at 10033 Dr. MLK Jr. Street N, Suite 200, St. Petersburg, FL 33716.

- I. **ENGAGEMENT.** Client desires to engage Consultant to provide Services as described in Exhibit A, Scope of Services. The "General Terms and Conditions" set forth as "Exhibit B" are hereby made a part of this Agreement. No deviation from the "Terms and Conditions for Professional Services" are authorized without the express written consent of Consultant.
- II. **SCOPE OF WORK.** Consultant shall provide Services in accordance with the "Scope of Work" attached hereto as "Exhibit A". Scope of Work (SOW), incorporated by reference to these terms and conditions, shall mean the technical description of the work to be performed. "Documentation" shall mean deliverable documentation in accordance with the SOW for services described therein. "Equipment" shall mean all equipment used by NV5 Geospatial, Inc. for the purpose of providing services as described in the SOW. Consultant agrees to commence Services embraced by this Agreement on 7/17/2023.
- III. **METHOD AND LEVEL OF COMPENSATION.** Consultant shall provide Services as described in Exhibit A for in consideration of a sum of \$82,875.00. Consultant will not exceed this amount in billings and/or commitments without prior written authorization from Client.
- IV. **INVOICES.** For payment of Services, Consultant shall invoice the account of: **Hall County, 2875 Browns Bridge Road, Gainesville, GA 30504, Rebecca Evans, GIS Manager**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives this 17 day of July, 2023. Signers warrant that they have the authority to bind the respective parties to this Agreement.

Date: July 17, 2023

Date: July 17, 2023

Client: **Hall County, GA**

NV5 GEOSPATIAL, INC.

By: _____

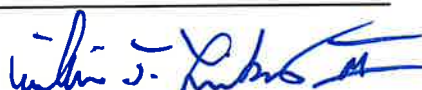
By: 

Name: _____

Name: Robert VanderMeer

Title: _____

Title: Vice President



APPROVED AS TO FORM

William J. Linkous, III

Deputy County Attorney

EXHIBIT A

SCOPE OF SERVICES

2023 Hall County Planimetric Mapping Update			
			Price (USD)
TOTAL			\$82,875.00
Includes:			
Hall County Buildings	\$ 39,525.00		
Hall County Road Edges	\$ 32,250.00		
Gainesville Additional Impervious	\$ 11,100.00		
<p>All data is to be delivered in an ESRI geodatabase format. The Coordinate System shall be Georgia State Plane West, FIPS 1002, U. S. Survey Feet. All work shall be performed under the supervision of a certified photogrammetrist.</p>			

APPROVED AS TO FORM
William J. Landon III

EXHIBIT B

GENERAL TERMS AND CONDITIONS

- 1. The Agreement.** This Agreement between the parties, which shall describe and govern Client's engagement of Consultant to provide services (referred to herein as "Services") identified in the Proposal, consists of the Proposal, these General Terms and Conditions, Consultant's pricing, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement.
- 2. Standard of Care.** The parties will consult and cooperate to coordinate Services with the activities of Client employees and other representatives. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed. In performance of Services and this Agreement, Consultant will comply in general accordance with applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other governmental requirements (including, but not limited to, such requirements imposed on Client with respect to Services).
- 3. Schedule.** Consultant will use best efforts to perform Services in accordance with agreed upon schedule. Consultant is not responsible for delays as a result of acts of God, earthquake, fire, explosion, flood, the elements; strikes, lockouts, boycotts, picketing, labor disturbances or differences with workers; acts of the public enemy, war, rebellion, riots, acts of the government (federal, state, or municipal); shelter in place, quarantines, work restrictions or related government orders or mandates arising from or in connection with pandemics including COVID-19 (coronavirus), weather conditions adversely affecting aerial acquisition, flight clearances for access to air and space, aviation security restrictions, equipment failures or interruptions in communications systems; or any cause whatsoever beyond the control of the party in default. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this Agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph.
- 4. Changes.** Client may make changes in Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from Services, suspension of performance, and changes in schedule) by giving Consultant written notice of the same. If a change causes an increase or decrease in the time or costs required to perform Services according to this Agreement, the schedule and compensation for such Services will be equitably adjusted to reflect such increase or decrease, and the Agreement will be amended in writing accordingly.

5. Additional Services. Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this Agreement, or as identified via an amendment to the original Agreement.

6. Billing and Payment. Consultant will issue progress invoices, including applicable taxes, thereafter to Client as work is performed, but no more frequently than weekly. Undisputed progress invoices are payable by Client thirty (30) days after receipt of the invoice. Where the method of contract payment is based on a time-and-materials basis, the minimum time segment for the charging of work is one half hour. Salary increases will become effective immediately upon Consultant's authorization and will be reflected in the next invoice submitted to Client. All payments will be made in United States Dollars. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due as set forth in this Section. In such an event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall also be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services, including but not limited to a stop work order on the project, unless and until payment is made by Customer in accordance with this Agreement.

Should Consultant be subpoenaed or called upon to testify for or on behalf of the Client or for consulting services on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

7. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal.

Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all

portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.

8. Reports. If requested by Client and agreed to by Consultant, Consultant will prepare and submit to Client a written report describing Services performed during the prior month and Services planned for the current month.

9. Confidential Information. Information acquired by Consultant in connection with Services (from Client or a third party or developed by Consultant) and not generally available to the public will constitute confidential information of Client (*Confidential Information*). "Confidential Information" shall include any and all oral, written or electronically transmitted information of a proprietary nature which is either owned by the Parties, or owned by any affiliate of the Parties and licensed to the other Party, including, but not limited to, any information relating to services or products that is not generally available to the public, including without limitation, identification of customers; business methods, strategies and practices; internal operations; pricing and billing; financial data; costs; personnel information; customer and supplier contacts and needs; sales lists; technology; software; computer programs; computer systems; inventions; patents-pending; product development; trade secrets of any kind; any information designated as confidential by either Party or that Party's clients; and all oral, written or electronically transmitted information learned by the receiving Party from the disclosing Party's employees, agents, or through inspection of the other Parties' property, that relate to the categories of information listed above. Confidential Information shall not include information that (i) is now or subsequently becomes generally available to the public through no fault or breach of this Agreement on the part of the receiving Party; (ii) the receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the other Party; (iii) is independently developed by either Party without the use of any Confidential Information; or (d) the receiving Party rightfully obtains from a third party who has the right to transfer or disclose it without a duty of confidentiality and/or nondisclosure.

Consultant will use and disclose Confidential Information only as reasonably required for performance of Services in accordance with this Agreement or as otherwise authorized in writing by Client. Consultant will not publish Confidential Information without prior written consent of Client. Without limitation of the foregoing, Consultant will not divert or misappropriate Confidential Information for Consultant benefit or the benefit of a third party. Consultant will take appropriate steps to protect Confidential Information from unauthorized use or disclosure.

10. Intellectual Property and Ownership of Documents. "Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs) and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. "Pre-Existing Materials" means all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or

used by in connection with performing the Services, in each case developed or acquired prior to the commencement or independently of this Agreement.

Each party will retain all right, title, and interest in and to its own Pre-Existing Intellectual Property irrespective of any disclosure of such Pre-Existing Intellectual Property to the other party, subject to any licenses granted herein. All documents prepared by the Consultant pursuant to this Agreement, including but not limited to reports, field data, field notes, laboratory test data, calculations, and estimates are instruments of service in respect to the subject project. As such, the originals of all such documents shall be retained by and remain the property of the Consultant. The Client shall be entitled to copies of all such documents produced by the Consultant under this Agreement.

11. Limitations of Work Product. It is understood and the parties agree that the Client shall not use or reuse said documents or information contained therein for additions or modifications to the subject project, for other projects, or for completion of this project by another consultant, except by prior written agreement between the parties hereto and with appropriate compensation to the Consultant for such use or reuse. Any such use or reuse by the Client shall be at the Client's sole risk and without liability or legal exposure to the Consultant. Further, to the extent permitted by law, the Client shall defend, indemnify and hold harmless the Consultant, its officers, associates, servants, employees, consultants and agents, from and against any and all claims, demands, damages, losses or expenses of whatever kind or nature, including attorney's fees, arising out of/or claimed to arise out of any such unauthorized use or reuse of said documents or information.

12. Risk Allocation and Limitations of Liability. No employee or agent of Consultant shall have individual liability to Client. To the extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is greater. If Client desires a limit of liability greater than that provided above, Client and Consultant shall mutually agree in writing as to the amount of such limit and the additional compensation to be paid to Consultant for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE TO CLIENT FOR LIQUIDATED, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

14. Indemnification by Client. To the extent allowed by law, Client agrees to indemnify and save harmless Consultant and any affiliation thereof, its officers, agents and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal fees and expenses) arising out of: (i) the acts or omissions of Client, its employees, agents or its subcontractors; (ii) injury or death to persons, or loss of or damage to property, or fines which may result by reason of buying, selling, distribution, or use of any goods or services provided under this Agreement except to the extent that such damage is due solely and directly to the negligence of Consultant; (iii) false claims submitted by Client under this Agreement or as a result of a Client misrepresentation of fact, or fraud by Client.

15. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

16. Relationship of Parties. Consultant is an independent contractor, not an employee or agent of Client. Without limitation of the foregoing, Consultant will (a) not enter into any contract, agreement, or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of Client; (b) not be entitled to any worker compensation, pension, retirement, insurance, or other benefits afforded to employees of Client; (c) provide for federal income tax and other withholding related to Consultant compensation; (d) pay social security, unemployment, and other employer taxes related to Consultant employment, employees, or compensation; (e) provide worker compensation and other insurance related to Consultant employment or employees; and (f) perform all reporting, recordkeeping, administrative, and similar functions related to Consultant employment, employees, or compensation.

17. Dispute Resolution. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Any cause of action brought against Consultant shall be brought within one year of the work or Services performed under this Agreement. In an action, suit, or other legal proceeding to enforce a right or remedy under this Agreement, the prevailing party will be entitled to recover its costs and expenses (including, without limitation, expert witness and attorney fees) reasonably incurred in connection with such action, suit, or other proceeding or any appeal thereof. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

18. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

19. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

20. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation, and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

21. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's general accord with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

22. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

23. Entire Agreement. To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (08/07/23)

REPORT TO: Voting Meeting (08/10/23)

ITEM NO: 422/2023

SUBJECT: **3293 & 3341 Buffington Farm Road & Haselton On Lanier Subdivision, Phase 1 | Amend Conditions |** of a Planned Residential Development (PRD) on a 108.13± acre tract located on the west side of Buffington Farm Road at its intersection with Cagle Road | Zoned PRD; Tax Parcels 09105 000001, 09108 000107 - 000109, & 09106 000003, 000003A, 000007, 000013-000025 | **Proposed use: 216-lot subdivision |** Commission District 3 | **Arabella Capital, LLC, applicant.**

Meetings:

Work Session Date: 08/07/23

Voting Meeting Date: 08/10/23

Executive Summary:

Presenter: RD

Recommendation:

Approval, with conditions: 1. All prior conditions of approval are hereby repealed and replaced with the following conditions:

- a. Development is approved for lots as generally shown on the concept plan and typical lot layout (sheet 200) dated March 27, 2023 and as described in the project narrative, and as described in the final conditions of zoning, modified as necessary for compliance with development standards enforced at the time of site plan approval. Minor changes can be approved by the Planning Director provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards. Any conflict in development standards between the concept plans, project narrative, and conditions of zoning shall be determined by the final conditions of zoning.
- b. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards, or processes, in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.
- c. This section of the development is approved for a maximum of 216 lots with a minimum lot size of 7,000 square feet each. The minimum lot frontage width shall be 40 feet, as previously approved by the Hall County Commission in 2017.
- d. The minimum heated floor area (HFA) shall be 2,000 square feet for dwelling units. Houses shall be constructed with a mixture of cement materials, stone, and/or brick facades. Vinyl siding is prohibited. Houses shall be consistent with the submitted renderings for the Low Country, Low Country Farmhouse, Sugarberry Cottage, and River Place Cottage elevations. Each unit shall include a front porch with a minimum depth of six (6) feet, and the elevations shall provide a similar expression of depth, dimension, and architectural detailing articulated on the proposed renderings.
- e. All homes shall be constructed with a garage with a minimum of two-car capacity.
- f. All lots shall be accessed via internal roadways. Lots with rear entry shall not be allowed.
- g. All conditions of zoning shall be made a part of any plats created for the subdivision.
- h. The front setbacks on Phase 1 lots 47, 48, 49, 50, and 51 will be reduced from 20 feet to 15 feet as approved by the Hall County Commission in 2017.
- i. The common area street connected to Wishing Well Terrace shall maintain a 50 foot right-of-way with any residential building lot of front said street. A 40 foot right-of-way will be allowed past the residential lots that require a 50 foot right-of-way with a maximum allowable street grade of 17%.
- j. Private gates will be added at the entrances to sections of the development from Buffington Farm Road to accommodate home owners residing within the subdivision. No gate shall restrict or impede the ingress or egress of lots not included within the subdivision as shown on the submitted concept plan.
- k. The existing section of Buffington Farm Road beyond the gated point will be rezoned to PRD and taken out of county maintenance.
- l. A left turn lane and deceleration lane on Cagle Road for Buffington Farm Road shall be constructed by the developer if required by Hall County Traffic Engineering Department.
- m. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
- n. The development shall be limited to a maximum of three (3) model homes prior to approval and recording of the final plat.
- o. No variances or development exceptions not specifically listed in these conditions of approval are granted.
- p. All residential lots must front on streets with a 50 feet right-of-way.
- q. No rear entry lots shall be allowed.

Purpose of Request:

History:

3293 & 3341 Buffington Farm Road & Haselton On Lanier Subdivision, Phase 1 | Amend Conditions | of a Planned Residential Development (PRD) on a 108.13± acre tract located on the west side of Buffington Farm Road at its intersection with Cagle Road | Zoned PRD; Tax Parcels 09105 000001, 09108 000107 - 000109, & 09106 000003, 000003A, 000007, 000013-000025 | **Proposed use: 216-lot subdivision** | Commission District 3 | **Arabella Capital, LLC, applicant.**

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	RD	WLI	CR
Clerk			
JR			

Attachments:

- Board Memo
- Recommendation Report
- Application
- Narrative
- Site Plan
- Maps
- Renderings
- Deeds
- Environmental Health Comments
- GDOT Comments
- Original Public Works Comments
- Updated Public Works Comments
- Fire Comments
- Traffic Impact Study
- Notice Sign Photos



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Randi Doveton, Director of Planning & Development

Date: July 24, 2023

Subject: **3293 & 3341 Buffington Farm Road & Haselton On Lanier Subdivision, Phase 1 | Amend Conditions of PRD | on a 108.13± acre tract | Proposed use: 216-lot subdivision | Arabella Capital, LLC, applicant**

The request before you is the request of Arabella Capital, LLC to Amend Conditions of a Planned Residential Development (PRD) to allow a 216-lot subdivision. This item is located within Commission District 3.

At their July 17, 2023 meeting, the Hall County Planning Commission voted to recommend approval with one (1) condition containing 17 sub conditions (a through q). **(4-0, Varner absent).**

There were **no public comments submitted** in advance of the Planning Commission meeting and **two people spoke in opposition during the public hearing.**

There have been no changes to the request since the Planning Commission took action.

Planning Commission Approval Conditions:

1. All prior conditions of approval are hereby repealed and replaced with the following conditions:
 - a. Development is approved for lots as generally shown on the concept plan and typical lot layout (sheet 200) dated March 27, 2023 and as described in the project narrative, and as described in the final conditions of zoning, modified as necessary for compliance with development standards enforced at the time of site plan approval. Minor changes can be approved by the Planning Director provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards. Any conflict in development standards between the concept plans, project narrative, and conditions of zoning shall be determined by the final conditions of zoning.

- b. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards, or processes, in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.
- c. This section of the development is approved for a maximum of 216 lots with a minimum lot size of 7,000 square feet each. The minimum lot frontage width shall be 40 feet, as previously approved by the Hall County Commission in 2017.
- d. The minimum heated floor area (HFA) shall be 2,000 square feet for dwelling units. Houses shall be constructed with a mixture of cement materials, stone, and/or brick facades. Vinyl siding is prohibited. Houses shall be consistent with the submitted renderings for the Low Country, Low Country Farmhouse, Sugarberry Cottage, and River Place Cottage elevations. Each unit shall include a front porch with a minimum depth of six (6) feet, and the elevations shall provide a similar expression of depth, dimension, and architectural detailing articulated on the proposed renderings.
- e. All homes shall be constructed with a garage with a minimum of two-car capacity.
- f. All lots shall be accessed via internal roadways. Lots with rear entry shall not be allowed.
- g. All conditions of zoning shall be made a part of any plats created for the subdivision.
- h. The front setbacks on Phase 1 lots 47, 48, 49, 50, and 51 will be reduced from 20 feet to 15 feet as approved by the Hall County Commission in 2017.
- i. The common area street connected to Wishing Well Terrace shall maintain a 50 foot right-of-way with any residential building lot of front said street. A 40 foot right-of-way will be allowed past the residential lots that require a 50 foot right-of-way with a maximum allowable street grade of 17%.
- j. Private gates will be added at the entrances to sections of the development from Buffington Farm Road to accommodate home owners residing within the subdivision. No gate shall restrict or impede the ingress or egress of lots not included within the subdivision as shown on the submitted concept plan.
- k. The existing section of Buffington Farm Road beyond the gated point will be rezoned to PRD and taken out of county maintenance.
- l. A left turn lane and deceleration lane on Cagle Road for Buffington Farm Road shall be constructed by the developer if required by Hall County Traffic Engineering Department.
- m. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
- n. The development shall be limited to a maximum of three (3) model homes prior to approval and recording of the final plat.
- o. No variances or development exceptions not specifically listed in these conditions of approval are granted.
- p. All residential lots must front on streets with a 50 feet right-of-way.
- q. No rear entry lots shall be allowed.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Arabella Capital, LLC

Request Amend conditions of a Planned Residential Development (PRD, [17.180.060](#))

Proposed Use 216-lot subdivision

Size 108.13 ± acres

Zoning Current Planned Residential Development (PRD, [17.180.060](#)) | Proposed Planned Residential Development (PRD, [17.180.060](#))

Location 3293 & 3341 Buffington Farm Road & Haselton On Lanier Subdivision, Phase 1 | Tax Parcels 09105 000001, 09108 000107 - 000109, & 09106 000003, 000003A, 000007, 000013-000025

Commission District Three

Planning Commission Date July 17, 2023

Staff Recommendation **Approval, with conditions, based on the intended use and prior approvals, the requested zoning designation is appropriate.**

Planning Commission Recommendation.....**Approval, with conditions**
Vote: 4-0 (Varner absent)

Planning Commission Conditions:

1. All prior conditions of approval are hereby repealed and replaced with the following conditions:
 - a. Development is approved for lots as generally shown on the concept plan and typical lot layout (sheet 200) dated March 27, 2023 and as described in the project narrative, and as described in the final conditions of zoning, modified as necessary for compliance with development standards enforced at the time of site plan approval. Minor changes can be approved by the Planning Director provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards. Any conflict in development standards between the concept plans, project narrative, and conditions of zoning shall be determined by the final conditions of zoning.
 - b. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards, or processes, in effect when the plans

are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.

- c. This section of the development is approved for a maximum of 216 lots with a minimum lot size of 7,000 square feet each. The minimum lot frontage width shall be 40 feet, as previously approved by the Hall County Commission in 2017.
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- p. All residential lots must front on streets with a 50 feet right-of-way.
- q. No rear entry lots shall be allowed.

Public Forum:

Seth Vining, 3587 Lake View Drive, Gainesville, spoke in opposition. Concerns were traffic with new construction nearby and the size of the development.

Jerry Springfield, 12 Forest Hill SW, Cartersville, spoke in opposition. Concerns were public road access and traffic.

Summary Analysis

The subject request is to rezone 108.13± acres from Planned Residential Development (PRD, [17.180.060](#)) to Planned Residential Development (PRD, [17.180.060](#)) for the purpose of amending prior conditions of zoning.

Such amendments shall be processed in the same manner as the original approval pursuant to Amendments [\(17.380\)](#).

The properties exist without any dwellings and are adjacent to Lake Lanier. The entranceway, roads, and streetlights of Haselton Park on Lanier have been installed. The general area does not have a singular identifiable character. Several subdivisions populate the area – Surfside Club Estate, Pine Point, and Lake View Section. There are a significant number of vacant lots – large and small. The zoning varies throughout the area – AR-III, PRD, R-I, I-II, and V-C. Thus, the development types vary between mobile homes and single-family dwelling units of various sizes.

The proposed development is comprised of 216 single-family residential lots, an increase in 31 units from the most recent approval. Development activity on Phase I of the project has been previously initiated; however, the applicant wishes to modify the original site layout as well as pursue a different concept plan for the remainder of the development. The proposed development will include accessory uses of amenity areas, community areas/buildings, lake access, parking for residents, and other typical ancillary support services for a residential subdivision. Additional alterations in the proposed development as identified by the applicant’s narrative and site plan submittals are identified below:

Comparative Analysis of Existing and Proposed Standards		
	Existing	Proposed
Minimum Lot Area	7,000 SF	6,500 SF
Minimum Heated Floor Area (HFA)	2,000 SF	1,600 SF
Materials	Cement siding, stone, and/or brick facades, with a minimum of brick or stone accents on the front of the homes	Cement materials, stone, and/or brick facades, as illustrated in submitted renderings (staff has proposed conditions to reflect compliance with renderings)

Previous approvals articulated other departures from the required minimum standards in the Planned Residential Development (PRD, [17.180.060](#)) District as follows:

Standard	Required	2017 Approved Standard	Proposed
Minimum Lot Area	8,000 SF	7,000 SF	6,500 SF
Minimum Lot Width	50 FT	50 FT	40 FT
Minimum Front Yard Setback	25 FT	25 FT	20 FT

All other standards are either proposed to be met or will be required to demonstrate compliance during the permitting process.

Based on the future land-use plan, staff finds the *requested zoning designation* is not consistent with the Hall County Comprehensive Plan. The Comprehensive Plan’s future land use designation for the subject parcel is “Lake Area Residential.” This land use category is characterized by low-density single-family residential and neighborhoods. The intent of land use category is to preserve established neighborhoods and create opportunities for permanent and vacation residences similar in land use patterns to Residential Areas but at a lower density. The Lake Area Residential designation envisions 1 dwelling per acre; however, the

maximum recommended density is 2 units per acre within a Planned Residential Development (PRD, [17.180.060](#)), and the proposed development falls just below that at 1.95 dwelling units/acre.

In April 2016 the Board of Commissioners approved, with conditions, an application to rezone the subject property to PRD. In 2017, the approved conditions were amended to clarify several of the conditions and add others at the applicant's request. The result of those original conditions as well of the amended conditions have been incorporated into staff's recommended conditions for the subject application. There is an associated application to rezone another 55.54± acres from Agricultural Residential-III (AR-III, [17.110](#)) and Vacation-Cottage (V-C, [17.50](#)) to Planned Residential Development (PRD, [17.180.060](#)). The intent is to develop the subject areas in phases of one cohesive development.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the following items must be considered by Planning commission and the Hall County Commission pursuant to [17.380.060](#):

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The zoning proposal is suitable given the context of the surrounding area. The adjacent developed parcels are a consistent character.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed residential use will adversely affect adjacent properties. An updated traffic study found that "due to overall low traffic volumes in the vicinity of the project site, the existing roadway capacity and lane configuration is expected to be sufficient to accommodate future traffic volumes in the area. No roadway improvements are recommended along Buffington Farm Road or at the study intersections."**
3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property has gone through various iterations of zoning since 1998. It is conceivable that the subsequent rezoning requests and change of conditions is a response to a change in market conditions and/or the economic viability of the use as approved. While the property is likely still viable under its current conditions, the applicant is requesting reasonable adjustments.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **Staff does not find that the proposed development will cause an excessive or burdensome use of existing streets, transportation facilities, or utilities.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is not consistent with the Comprehensive Plan and the "Lake Area Residential" land use designation. Density is envisioned to be less than one unit per acre, and the proposed development exceeds that minimum. However, the prior approval already exceeded the Lake Area Residential density.**
6. The extent to which property values are diminished by the existing zoning restrictions; **The proposed density is greater than the current approval, so it is likely the value of the property is increased with the added density. However, it is not likely the current entitlements render the value of the property artificially low. Rather, it is likely the revised configuration is preferred by the applicant.**

7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is largely vacant prior to the original zoning case.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is a Planned Residential Development (PRD, [17.180.080](#)). Per the Official Code of Hall County, Planned Development District ([17.180](#)) are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. That being said, the proposed density is higher than that found on surrounding properties.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed density is higher than that found on surrounding properties but in general the use does not appear to be out of scale with the needs of the County as a whole, as there is a need for additional and a variety of housing.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support a moderate-density single-family residential uses based on the Future Land Use Map.**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

A Planned Residential Development (PRD, [17.180.080](#)) 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. **Based on the intended use and prior approvals, the requested zoning designation is appropriate.**

17.380.050. - Submission requirements for a rezoning request

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in [chapter 17.30](#) to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **Proposal meets the requirement. Applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **Proposal does provide a narrative outlining the intent of the change; however, the applicant has not prepared a response to each of the criteria listed in [17.380.060.C](#).**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **Proposal does meet the requirement, but there are minor errors among the plans in the account of the overall acreage. The applicant has provided typical house location plans, but the siting of each unit will not be submitted until the building permit process.**
- C. For any application for a slow rate land treatment system (see [chapter 17.20](#)), the following additional requirements apply. **The proposed development will utilize public sewer and water; as such, this is not applicable.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **Proposal does meet the requirement. The traffic study found that "due to overall low traffic volumes in the vicinity of the project site, the existing roadway capacity and lane configuration is expected to be sufficient to accommodate future traffic volumes in the area. No roadway improvements are recommended along Buffington Farm Road or at the study intersections."**

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

In an email dated June 9, 2023, Emily McGahee stated “No comment, public sewer.”

Hall County Fire Marshal

An email dated May 1, 2023 John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated the following:

Phase 1, 2, and 3 must meet the following fire codes below.

503.2.2 Authority.

The *fire code official* shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction. The fire apparatus access roads shall comply with the requirements of this section and Appendix D of the International Fire Code 2018 edition including Georgia State modifications.

Georgia State Modifications Below:

Add a new section, Appendix D 107.1, as follows:

Developments of one- or two-family dwellings where the number of dwelling units exceeds 120 shall be provided with two separate and approved fire apparatus access roads. Phase 2 is proposed to have 136 dwelling units.

Exceptions:

1. Where there are more than 120 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.
3. The fire apparatus access roads cannot be installed because of location on the property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided. Plans shall accompany the written request that delineate improvements to proposed fire apparatus access roads approved by the fire code official of the local responding fire department. Recommended compliance alternatives for residential developments having less than the minimum of two entrances includes, but is not limited to one of more of the following alternative remedies:
 1. Enhanced turning radii to meet local responding fire department requirements; and/or
 2. Increased road widths to meet local responding fire department requirements; or The Hall County Fire Marshal’s Office requires road widths of 26’ when the number of dwellings exceed 120 in residential developments.
 3. Fire Lane signs per D103.6 in locations determined by the Fire Code Official; or

4. The absence of dead-end streets and cul-de-sacs; and unless the requirements meet or exceed Table D103.4 for Fire Apparatus Access Roads; or
5. The primary entrance roadway being a boulevard with medians and each lane meeting fire access road widths; or
6. Single entrance roads providing a dedicated emergency lane separating each drive lane; or
7. Additional fire apparatus access road which is permitted to be a roadway or approved surface not accessible to motor vehicles, designed by a registered design professional to meet the loading requirements and minimum specifications of Appendix D; and this surface provides all weather conditions capabilities for emergency fire department access; or
8. Statement by Fire Code Official that the Plans submitted meet the requirements of Exception 3 and/or Appendix D for access by local responding fire department

Pursuant to O.C.G.A. Title 25-2-12 (e)(4) the local fire official, building official, or developer may obtain a waiver when adequate access appropriate for the fire apparatus of the local responding fire department is not met or provided by using alternative methods on a waiver form designed and prescribed by the Safety Fire Commissioner. The State Fire Marshal or designated representative shall respond within 30 days for the decision for approval or disapproval or recommendations for modifications to the Plan. If the 30-day time frame is not met, the Plans submitted shall be deemed to be approved.

Add a new section, Appendix D 107.2, as follows:

Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

503.2.5 Dead ends.

Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus. See Table D103.4 Requirements for dead end fire apparatus roads.

503.6 Security gates.

The installation of security gates across a fire apparatus access road shall be *approved by the fire code official*. Where security gates are installed, they shall have an *approved* means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200. Knox key switch override device shall be installed at each gate that is access controlled.

Fire apparatus roads shall not terminate abruptly at a security gate, approved turnaround shall be provided.

507.5.1 Where required.

Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an *approved* route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the *fire code official*. All proposed dwellings shall be no greater than 400' hose lay distance from a fire hydrant as the fire truck travels.

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated May 1, 2023, Bill Nash, Director, stated the following:

Engineering:

The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Show stream buffer and impervious setback from wrested vegetation not center line of stream.

Phase 1 & 2 has our comments in staff recommendations.

Phase #2 lots at the end of road not in S/D but they are wanting to put gate at the end of Buffington Farm Road.

Traffic:

Recommend requiring a left turn lane and deceleration lane on Cagle Road for Buffington Farm Road.

Utilities:

Hall county sewer district- sewer connection may be within feasible distance.

Georgia Department of Transportation

In an email dated April 28, 2023, Parker Niebauer, D1TO Traffic Operations Supervisor, indicated coordination would not be required.

- **Excerpts from the minutes of the July 17, 2023 meeting**

Applicant's Presentation:

Randi Doveton, Planning Director, presented a summary of the request.

Wes Robinson, 200 E.E. Butler Parkway, Gainesville, presented the request. The applicant stated that the location of the amenity area has changed and that the rezoning request is for a separate phase with its own

entrance but same layout. The applicant is requesting a variance to not require the 50 foot undisturbed buffer in the rear of 8 lots in Phase III but instead to construct a 6 foot fence and single row of trees along the property line. The applicant stated the updated traffic study has taken into consideration future development and suggest no new street lights are needed.

Adam Whitmire, 829 Long River Trail, Hoschton, presented the request.

Rebuttal

Mr. Robinson stated that the traffic study doesn't specifically name the new elementary school or inland port but it does take into consideration the overall future traffic. Mr. Whitmire explained that Buffington Farm Road will not become a private road, it will continue to be a public road. Mr. Whitmire discussed options of a gate placement in Phase II. The applicants explained the site plan.

Public Forum:

Seth Vining, 3587 Lake View Drive, Gainesville, spoke in opposition. Concerns were traffic with new construction nearby and the size of the development.

Jerry Springfield, 12 Forest Hill SW, Cartersville, spoke in opposition. Concerns were public road access and traffic.

Planning Commission Comments:

Mr. Braswell questioned if there would be any other private roads or gates. Mr. Whitmire stated that Phase I is private with a gate, Phase II will have a gate, but Phase III will not. Mr. Hunt stated that his only concern with a gate in Phase II is that it impedes access to other residents on the public road. The applicants stated they will accommodate to prevent that. Mr. Whitmire stated that the homes in Phase III will be smaller with a minimum 1,600 sq. ft. Mr. Hunt stated that smaller homes are needed. Ms. Pilcher and Mr. Hunt stated that they could not support a variance in Phase III that did away with the rear 50 foot undisturbed buffer. Ms. Pilcher suggested that the 8 lots affected by the buffer be reconfigured to be wider and have the layout adjusted. Mr. Robinson stated it would be favorable to have the variance since the topography is tricky.

Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Ms. Pilcher. Vote: 4-0 (Varner absent)

Conditions:

1. *All prior conditions of approval are hereby repealed and replaced with the following conditions:*
 - a. *Development is approved for lots as generally shown on the concept plan and typical lot layout (sheet 200) dated March 27, 2023 and as described in the project narrative, and as described in the final conditions of zoning, modified as necessary for compliance with development standards enforced at the time of site plan approval. Minor changes can be approved by the Planning Director provided there are no reductions in buffers, no changes in*

the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards. Any conflict in development standards between the concept plans, project narrative, and conditions of zoning shall be determined by the final conditions of zoning.

- b. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards, or processes, in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.*
- c. This section of the development is approved for a maximum of 216 lots with a minimum lot size of 7,000 square feet each. The minimum lot frontage width shall be 40 feet, as previously approved by the Hall County Commission in 2017.*
- d. The minimum heated floor area (HFA) shall be 2,000 square feet for dwelling units. Houses shall be constructed with a mixture of cement materials, stone, and/or brick facades. Vinyl siding is prohibited. Houses shall be consistent with the submitted renderings for the Low Country, Low Country Farmhouse, Sugarberry Cottage, and River Place Cottage elevations. Each unit shall include a front porch with a minimum depth of six (6) feet, and the elevations shall provide a similar expression of depth, dimension, and architectural detailing articulated on the proposed renderings.*
- e. All homes shall be constructed with a garage with a minimum of two-car capacity.*
- f. All lots shall be accessed via internal roadways. Lots with rear entry shall not be allowed.*
- g. All conditions of zoning shall be made a part of any plats created for the subdivision.*
- h. The front setbacks on Phase 1 lots 47, 48, 49, 50, and 51 will be reduced from 20 feet to 15 feet as approved by the Hall County Commission in 2017.*
- i. The common area street connected to Wishing Well Terrace shall maintain a 50 foot right-of-way with any residential building lot of front said street. A 40 foot right-of-way will be allowed past the residential lots that require a 50 foot right-of-way with a maximum allowable street grade of 17%.*
- j. Private gates will be added at the entrances to sections of the development from Buffington Farm Road to accommodate home owners residing within the subdivision. No gate shall restrict or impede the ingress or egress of lots not included within the subdivision as shown on the submitted concept plan.*
- k. The existing section of Buffington Farm Road beyond the gated point will be rezoned to PRD and taken out of county maintenance.*
- l. A left turn lane and deceleration lane on Cagle Road for Buffington Farm Road shall be constructed by the developer if required by Hall County Traffic Engineering Department.*
- m. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.*
- n. The development shall be limited to a maximum of three (3) model homes prior to approval and recording of the final plat.*
- o. No variances or development exceptions not specifically listed in these conditions of approval are granted.*
- p. All residential lots must front on streets with a 50 feet right-of-way.*
- q. No rear entry lots shall be allowed.*



CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Arabella Capital, LLC

 2255 Buford Highway Suite 250

 Buford, GA 30518

 Phone 770.330.5859

 Email Address melissa@arabellacapital.com

 Proposed Use Amend conditions of existing PRD

Property Owner (Name & Mailing Address)

Mambo Cat, LLC Green Implementation Group, LLC

 PO Box 2698 300 E Smokehouse Terrace

 Gainesville, GA Alpharetta, GA 30005

 Phone 678.316.8178

 Email Address buzzmeeks73@gmail.com almik113@hotmail.com

Contact Person (Name & Mailing Address)

T. Wesley Robinson

 PO Box 1457

 Gainesville, GA 30503

 Phone 770.532.6312

 Email Address twr@homlaw.com

 Tax Parcel Number See attached parcel list

 Location Address See attached parcel list

Status of Applicant

Requested Action

Owner Permissive Use:
 Option to Purchase HCPC HCC
 Area Resident Fee:\$ _____
 Other Receipt #: _____
 Zoning: PRD Check #: _____
 Acreage 172.55

I hereby certify that the above information and all attached information are true and correct.

Sign _____ Date: _____

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) Mambo Cat, LLC

Address PO Box 2698
Gainesville, GA 30501

Phone Number 678-316-8178

Name of applicant(s) Arabella Capital, LLC

Address 2255 Buford Highway, Suite 250
Buford, GA 30518

Phone Number 770-330-5859

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)
[Handwritten Signature]

Personally appeared before me
Marion L. Meeks, Jr.

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

[Handwritten Signature]
Notary Public

1-23-22
Date



PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Date: 6-23-22

Applicant's/Owner's Name (Printed): Mambo Cat, LLC

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) Green Implementation Group, LLC
Address 300 E. Smoketree Terrace
Johns Creek, GA 30005
Phone Number _____

Name of applicant(s) Arabella Capital, LLC
Address 2255 Buford Highway, Suite 250
Buford, GA 305181
Phone Number 770-330-5859

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

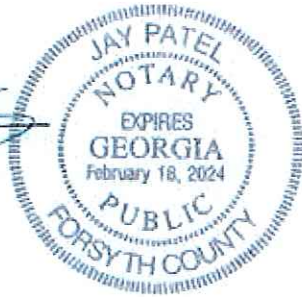
I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

Personally appeared before me

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 03/11/2023

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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- (3) The name and official position of the local government official to whom the campaign contribution was made; and
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I hereby certify that I have read the above and that:

I have** _____ I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature:  _____ Date: 2/11/23

Applicant's/Owner's Name (Printed): Green Implementation Group, LLC

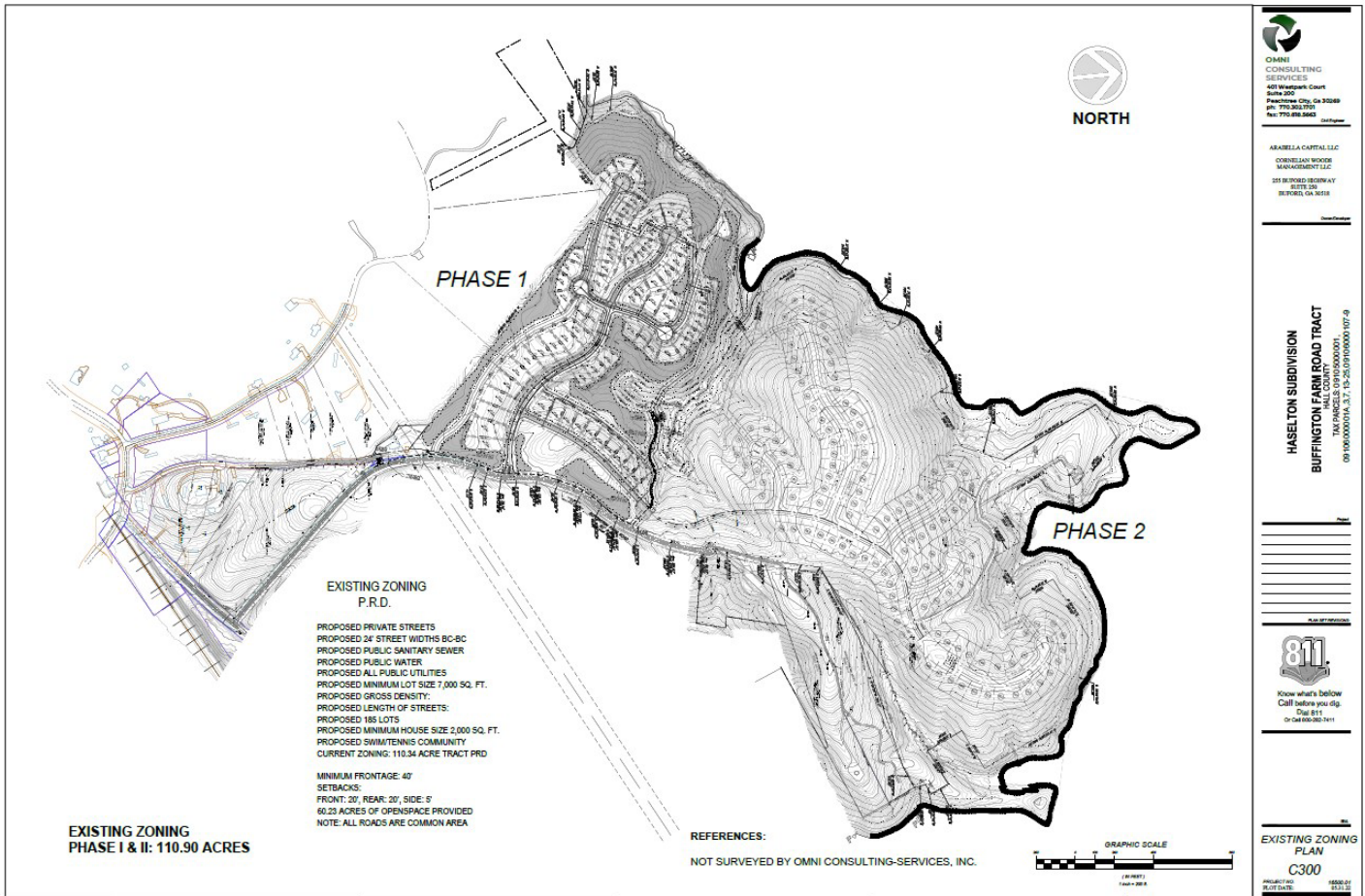
ZONING NARRATIVE

Applicant seeks both the modification of an existing PRD and to add additional acreage to that PRD. The additional acreage will be rezoned from AR-III to PRD so as to allow the development of the additional acreage as a third phase of the exiting Hazelton Subdivision.

A complete list of the parcels involved in this application is:

Owner: Green Implementation Group LLC
09105 000001 3329 WISHING WELL TER
09106 000001A 3271 BUFFINGTON FARM RD
09106 000007 3293 BUFFINGTON FARM RD
09106 000013 3205 WATER LILY DR
09106 000014 3211 WATER LILY DR
09106 000015 3217 WATER LILY DR
09106 000016 3223 WATER LILY DR
09106 000017 3229 WATER LILY DR
09106 000018 3237 WATER LILY DR
09106 000019 3325 WISHING WELL TER
09106 000020 3330 WISHING WELL TER
09106 000021 3320 WISHING WELL TER
09106 000022 3234 WATER LILY DR
09106 000023 3220 WATER LILY DR
09106 000024 3208 WATER LILY DR
09106 000025 3317 WISHING WELL TER
09108 000107 3302 WISHING WELL TER
09108 000108 3303 WISHING WELL TER
09108 000109 3309 WISHING WELL TER
09106 000003 3341 BUFFINGTON FARM
Owner: MAMBO CAT LLC
09106 000005 3270 BUFFINGTON FARM

History of Use. That portion of the property that is now designated as Phase I was originally platted as a subdivision of estate lots in 2005 as currently shown on the tax assessor records. That development was never successful. In May 2016 the property that is now designated as Phase I and Phase II of the Haselton subdivision was rezoned to PRD for use as a subdivision. This PRD did away with the previous estate lots. The current PRD is configured as shown below:



Phase I of the subdivision is currently under development. A land disturbance permit was issued on December 14, 2017. The development of sewer infrastructure in the area, the pandemic and other market conditions have delayed the development of this Phase. However, horizontal development of infrastructure for this Phase is now underway. A copy of the Civil/Site plans for Phase I have been included with the materials filed along with this application.

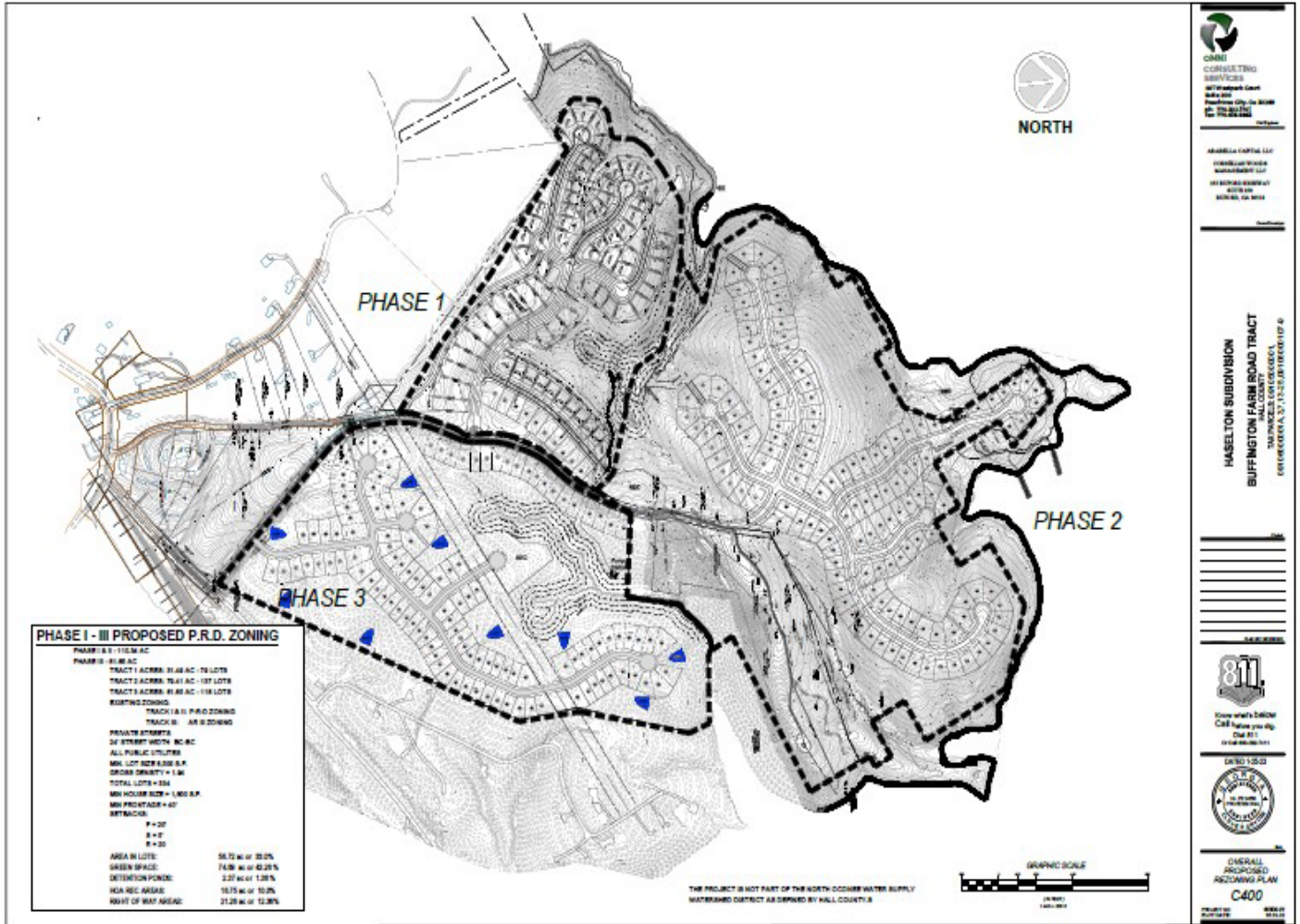
The adjoining tract, Tax Parcel 09106 000005, containing 61.65 acres is located off of Buffington Farm Road and adjoins this above PRD tract. This property is currently vacant and undeveloped apart from a 100' transmission line which traverses the property. This parcel is currently owned by Mambo Cat, LLC and is under contract for sale to the Applicant.

Proposed Use. The application requests both the amendment of an existing PRD and to add additional property to that PRD. The existing subdivision is called Haselton and is located off of Buffington Farm Road in East Hall County.

Applicant proposes to amend the existing PRD so as to add eleven (11) additional lots to Phase I of the Haselton PRD. The proposed revised site plan also reconfigures the approved roadways in Phase II of the Haselton Subdivision and relocates the amenity area.

Applicant seeks to add additional property to the existing PRD. The additional property, consisting of a 61.65 acres tract of land, will be rezoned from AR-III to PRD. This additional property is designated as Tax Parcel 09106 00005 by the Hall County Tax Assessor. The basis for this zoning action is to allow for the development of an additional phase within the existing Haselton Subdivision.

The proposed use of the property is for a one hundred twenty-one (121) lot phase to be added to the existing Hazelton Subdivision. The property will have an amenity area including a swimming pool and an associated playground. The proposed site plan is depicted below:



As proposed the entire property will consist of approximately 171.84 acres. Of that, 56.72 acres (33%) will be residential lots, 78.62 Acres (44.64%) will be greenspace and ponds, 16.75 acres (10%) will be HOA recreational areas and 21.26 acres (12.36%) will be right of way areas. There will be a total of 337 lots. The density for the entire project is less than two units per acre.

As shown on the site plan the actual acreage is as follows:

PHASE I - III PROPOSED P.R.D. ZONING

PHASE I & II - 110.34 AC

PHASE III - 61.65 AC

TRACT 1 ACRES: 31.48 AC - 80 LOTS

TRACT 2 ACRES: 79.41 AC - 138 LOTS

TRACT 3 ACRES: 61.65 AC - 121 LOTS

EXISTING ZONING:

TRACK I & II: P-R-D ZONING

TRACK III: AR III ZONING

PRIVATE STREETS

24' STREET WIDTH BC-BC

ALL PUBLIC UTILITIES

MIN. LOT SIZE 8,600 S.F.

GROSS DENSITY = 1.88

TOTAL LOTS = 337

MIN HOUSE SIZE = 1,800 S.F.

MIN FRONTAGE = 40'

SETBACKS:

F = 30'

S = 5'

R = 20'

AREA IN LOTS: 56.72 ac or 33.0%

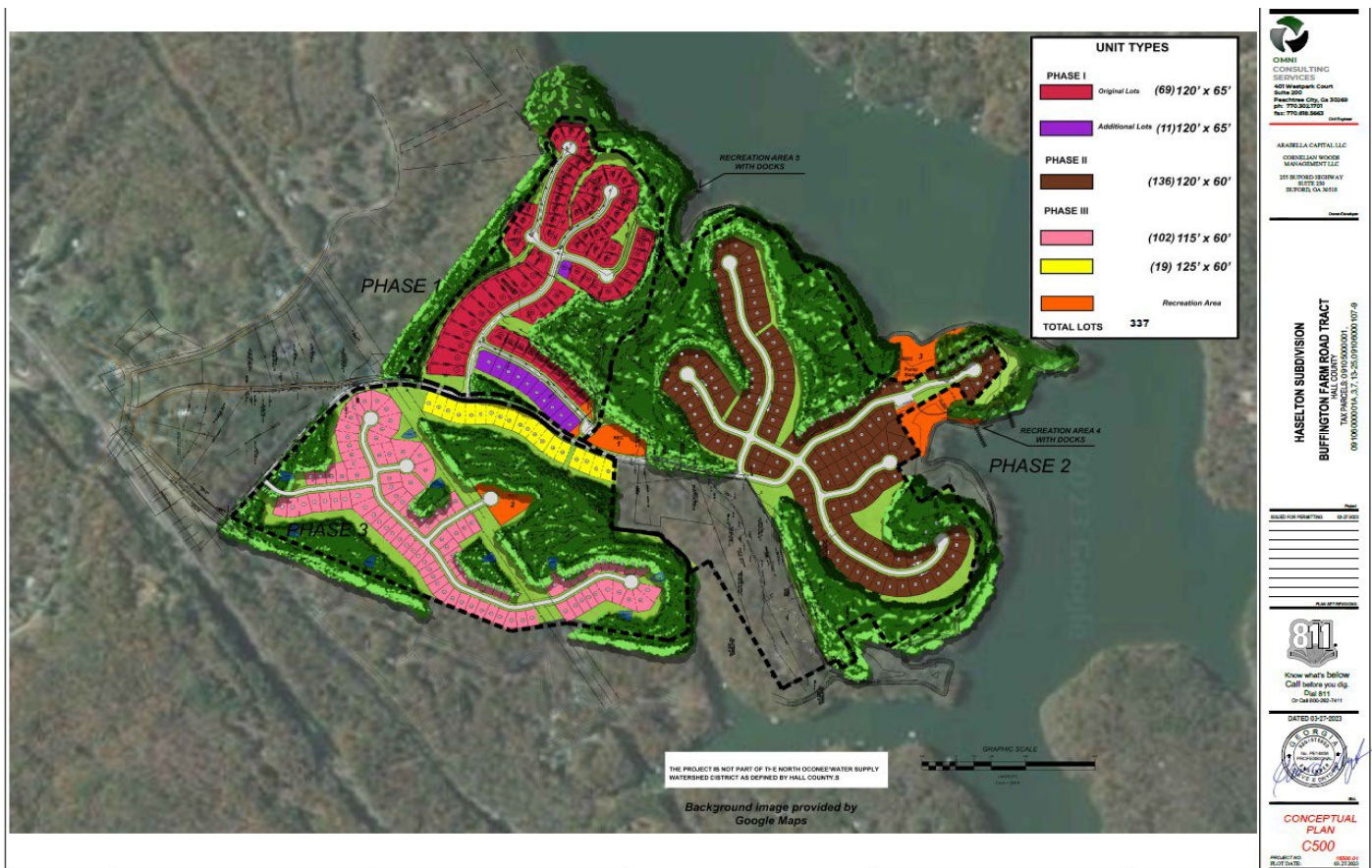
GREEN SPACE: 74.89 ac or 43.26 %

DETENTION PONDS: 2.37 ac or 1.38 %

HOA REC AREAS: 16.75 ac or 10.0%

RIGHT OF WAY AREAS: 21.26 ac or 12.36%

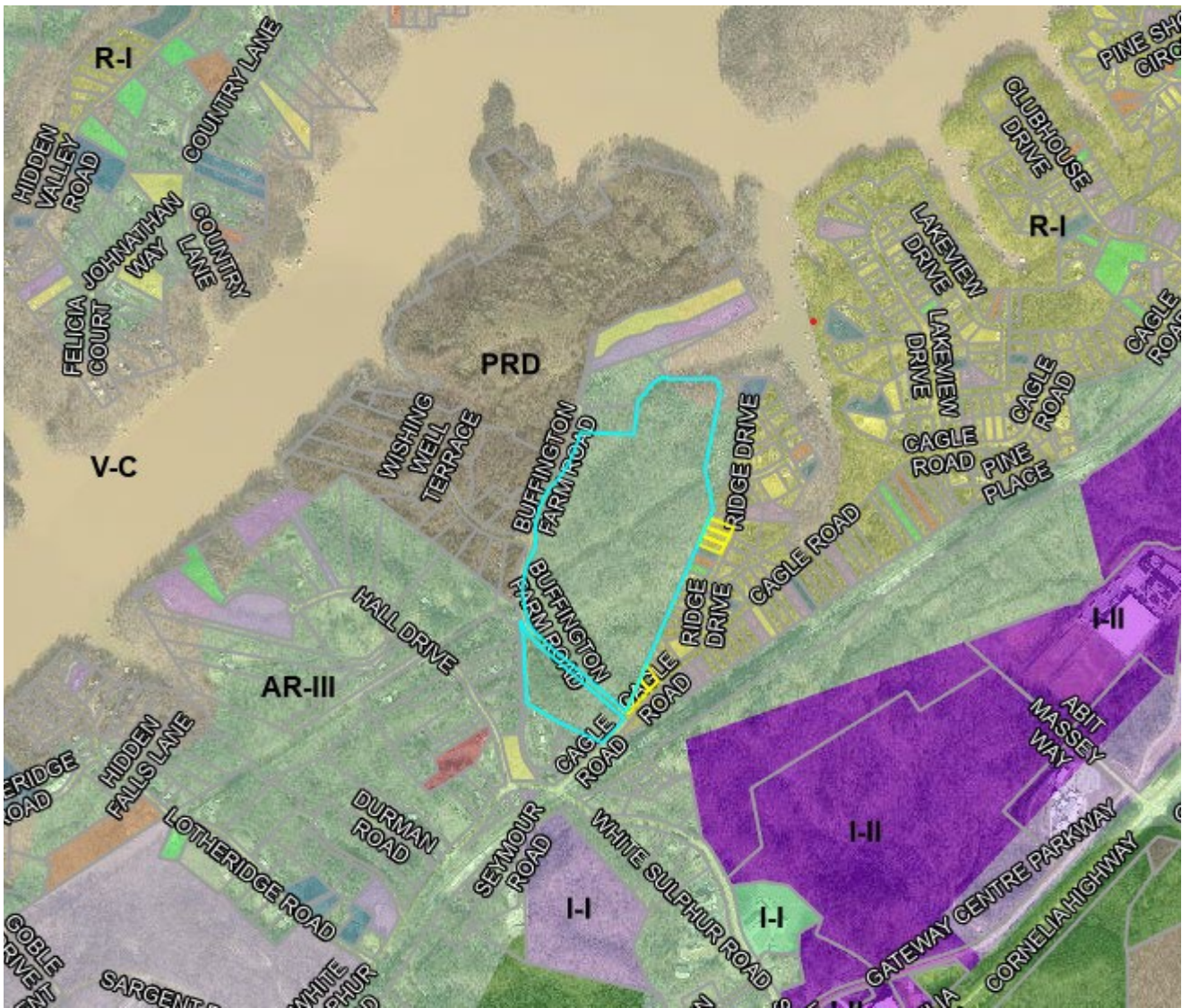
A depiction of the entire development broken down into phases is as follows:



Current Zoning. The current zoning for the undeveloped 61.65 acres (09106 000005) is AR-III. The balance of the property is already zoned PRD.

Development Schedule. Development of Phase I is currently underway. Horizontal development is expected to be completed in mid-2024. Vertical construction will begin immediately thereafter. Current plans are to begin horizontal development of Phases II and III in the first part of 2024. It is anticipated that infrastructure will be completed by the end of 2026.

Surrounding Zoning/Uses. The existing PRD property is largely surrounded by Lake Lanier and residential property, largely zoned AR-III. The 61.65-acre tract adjoins the PRD and other residential uses largely zoned AR-III and R-I. The property is in across Cagle Road from the property currently zoned I-I and I-II which are part of the future inland port. A copy of the GIS map with surrounding zoning is below:



Sewer/Septic. The homes would be serviced by sewer provided by Hall County Sewer and water provided by the City of Gainesville. A Sewer Availability Letter from Hall Counter Public Works and Utilities is

included in the application. The sewer allocations for 338 lots represents all of the proposed lots in Phases 1, 2 and 3.

Traffic. A traffic study has been provided as a part of the application. The site is accessed from Buffington Farm Road. Original plans for Haselton Phase II called for a cul-de-sac at the end of Buffington Farm Road. Applicant proposes to eliminate that cul-de-sac as outlined on the attached plan so as to access Phase II lots via an extension of Buffington farm Road. This will eliminate the need for an additional roadway between Phase I and Phase II, allowing for additional recreational space, green space lots. The extension of Buffington Farm Road will also provide for superior access to the driveways of the adjacent landowners at the end of Buffington Farm Road. Phase III will include 19 lots on Buffington Farm Road. The remaining 99 lots would be accessed via new roads as depicted on the site plan.

Home Size. The homes for Phases 1 & 2 will be a minimum of 2,000 SF 4-6 bedrooms applying a modern farm and costal architectural style. The price point will be from \$600-\$900k. Phase 3 will be a minimum of 1,500 SF 3-4 bedrooms using a similar architectural style as phase 1 & 2 with a price point of \$300-\$400k. All homes will have a 2-car garage with adequate driveway parking. Below are elevations similar to what will be built. Because of the higher price point of phase 1 & 2, there will be many semi-custom homes with unique features. Detailed examples of home plans have been included with this submission. The general appearance of and materials will be similar to the following:

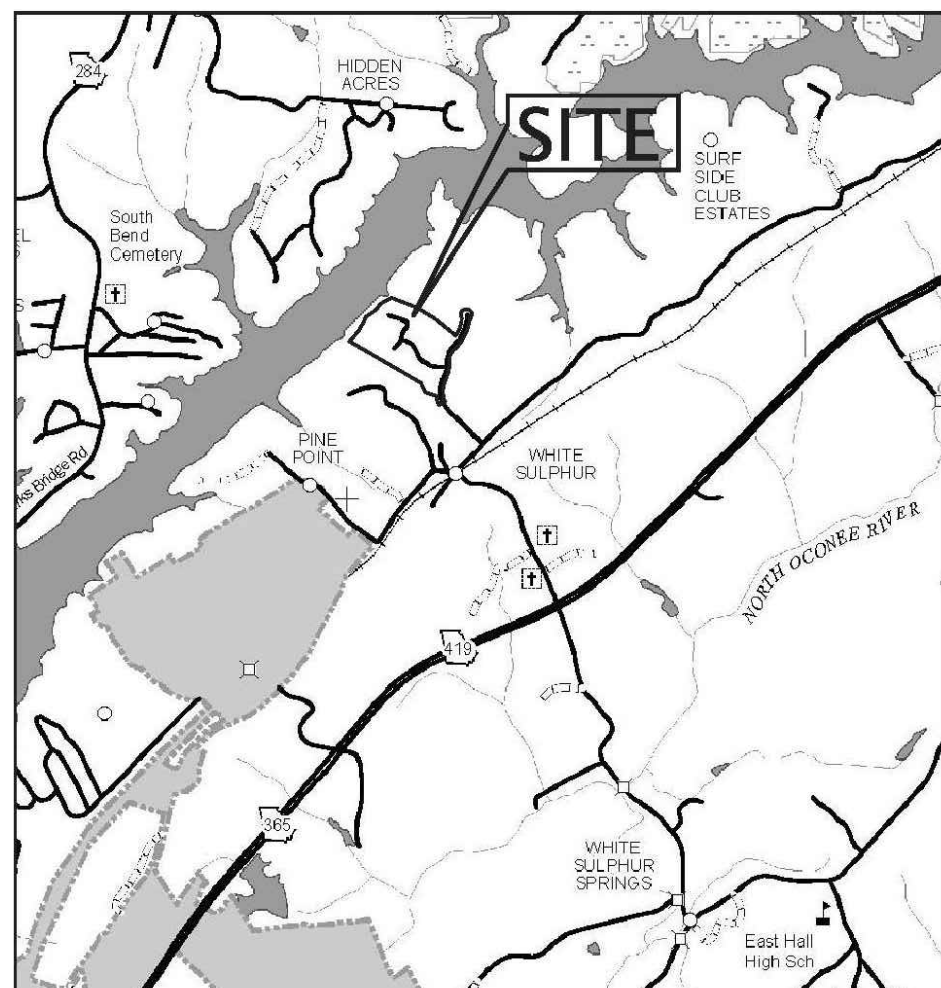




Amenities. There will be several separate Homeowner's Associations established to maintain all private utilities and common areas. The current plan is to have a number of amenities including swim and boat slips for interested homeowners. There will be a large amenity area located between Phase I and Phase II as depicted as Rec Area #1 on the site plan. This area will have a pool and pool house, playground and pickle ball courts. The intent is for this to serve Phase I and Phase II only. There is an additional community dock area located within Phase II as depicted as Rec Area #2 on the site plan. This will have a small community area with a pavilion and parking for the dock. There is a currently approved seventy-two (72) slip dock. Walking trails in common areas will traverse the open space with pocket parks located at convenient locations. The open space will be available for all homeowners to use and enjoy with restricted areas to be determined by the association. There will be a separate amenity area located within the boundaries of Phase III that will serve only the homeowners within that phase as depicted as Rec Area #3 on the site plan.

Model Home. Applicant proposes the use of at least one Model Home to be constructed before final plat.

Set Back Issues. Several lots in Phase III border another residential subdivision. Topography in the area limits the placement of the roadways. In this area Applicant proposes to substitute a six (6') foot fence and single row of trees in lieu of a traditional buffer.



LOCATION MAP
SCALE: N.T.S.

REZONING PLAN FOR PHASE I, II & III OF HASELTON/BUFFINGTON FARMS

PROJECT DATA:

TOTAL TRACT SIZE: 171.99 ACRES
PHASE I & II - 110.34 ACRES
PHASE III - 61.65 ACRES

CURRENT ZONING: PRD - PHASE I & II
AR-III - PHASE III

TAX PARCELS: PHASE 1 - 09105000001, 09106 000019, 09106 000025,
09108 000109, 09108 000108, 09108 000107,
09106 000020, 09106 000021, 09106 000022,
09106 000023, 09106 000024, 09106 000018,
09106 000017, 09106 000016, 09106 000015,
09106 000014, 09106 000013

PHASE 2 - 09106 000003

PHASE 3 - 09106 000005, 09106 000010

PROPOSED SINGLE FAMILY ATTACHED LOTS

PHASE I - 80 LOTS
PHASE II - 136 LOTS
PHASE III - 121 LOTS
TOTAL LOTS 337 LOTS

TOTAL PROPOSED DENSITY: 1.96 UNITS PER ACRE

PUBLIC WATER - CITY OF GAINESVILLE
PUBLIC SEWER - HALL COUNTY

AREA IN LOTS: 56.72 ac or 33.00%
GREENSPACE: 74.89 ac or 43.26 %
PONDS: 2.37 ac or 1.38 %
HOA REC AREAS: 16.75 ac or 10.00%
RIGHT OF WAY AREAS: 21.26 ac or 12.36%

SHEET INDEX

C001	COVER ALTA SURVEY PHASES 1 & 2 - BY OTHERS ALTA SURVEY PHASE 3 - BY OTHERS 2005 LAYOUT - BY OTHERS
C200	TYPICAL LOT LAYOUT & ZONING INFORMATION
C300	EXISTING PHASE I & II ZONING PLAN
C400	OVERALL PROPOSED PHASE I, II & III ZONING PLAN
C401	OVERALL PROPOSED PHASE I, II & III ZONING PLAN WITHOUT TOPOGRAPHY
C402	ENLARGED PHASE I ZONING PLAN
C403	ENLARGED PHASE II ZONING PLAN
C404	ENLARGED PHASE III ZONING PLAN
C500	ILLUSTRATIVE LOT PHASING PLAN

THE PROJECT IS NOT PART OF THE NORTH OCONEE WATER SUPPLY
WATERSHED DISTRICT AS DEFINED BY HALL COUNTY.S



ARABELLA CAPITAL LLC
CORNELIAN WOODS
MANAGEMENT LLC
255 BUFORD HIGHWAY
SUITE 250
BUFORD, GA 30518

Owner/Developer

HASELTON SUBDIVISION
BUFFINGTON FARM ROAD TRACT
HALL COUNTY
TAX PARCELS: 09105000001,
09106000001A, 3, 7, 13-25, 09106000107-9

Project
ISSUED FOR PERMITTING 03-27-2023

PLAN SET REVISIONS:



Know what's below
Call before you dig.
Dial 811
Or Call 800-282-7411

DATED 03-27-2023



COVER SHEET
C001

PROJECT NO. 16500.01
PLOT DATE: 03.27.2023



**OMNI
CONSULTING
SERVICES**
401 Westpark Court
Suite 200
Peachtree City, Ga 30269
ph: 770.302.1701
fax: 770.818.5663
Civil Engineer

ARABELLA CAPITAL LLC
CORNELIAN WOODS
MANAGEMENT LLC
255 BUFORD HIGHWAY
SUITE 250
BUFORD, GA 30518

Owner/Developer

HASELTON SUBDIVISION
BUFFINGTON FARM ROAD TRACT
HALL COUNTY
TAX PARCELS: 091050000001,
091060000001A, 3, 7, 13-25, 09106000107-9

Project

ISSUED FOR PERMITTING 03-27-2023

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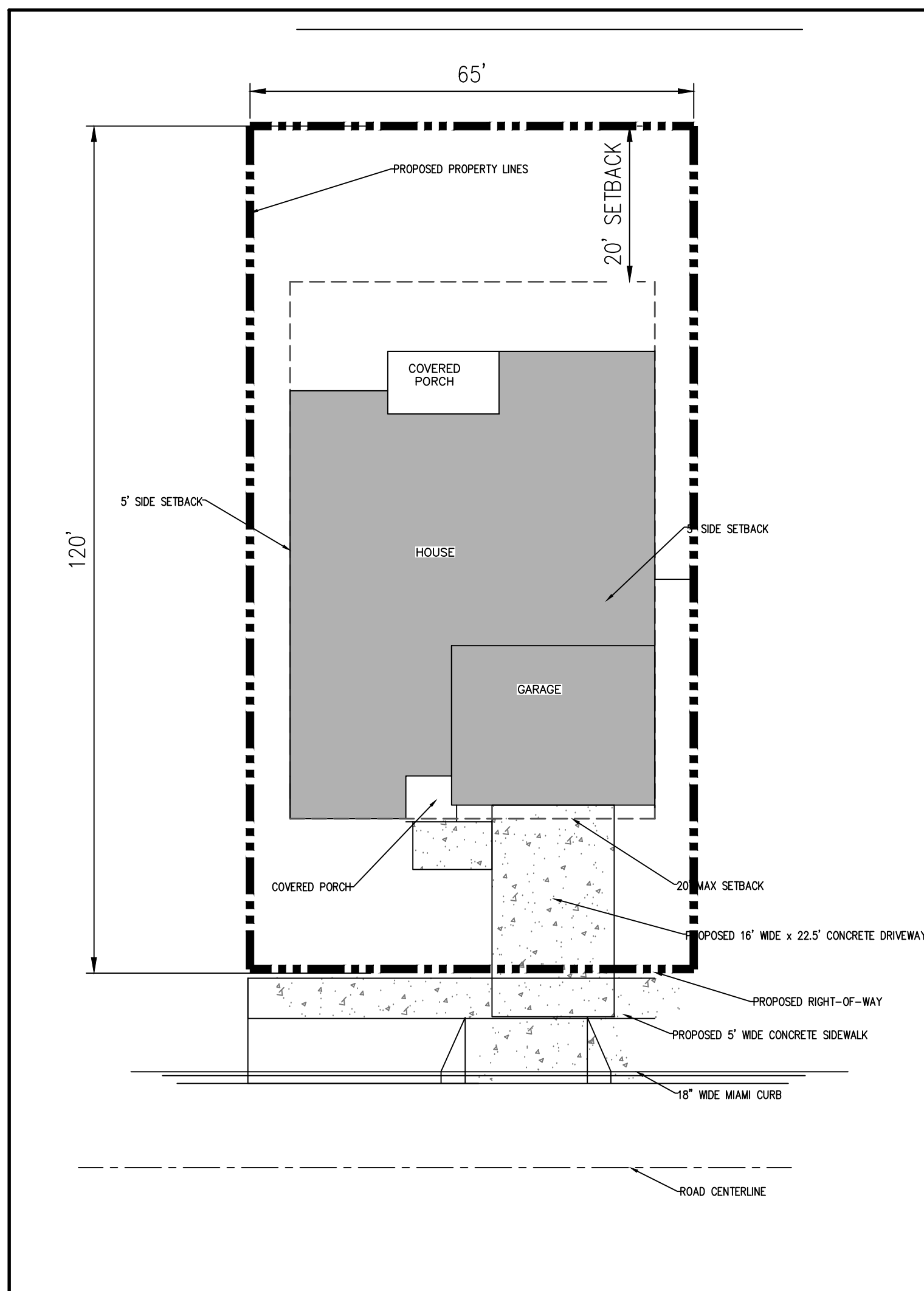
DATED 03-27-2023



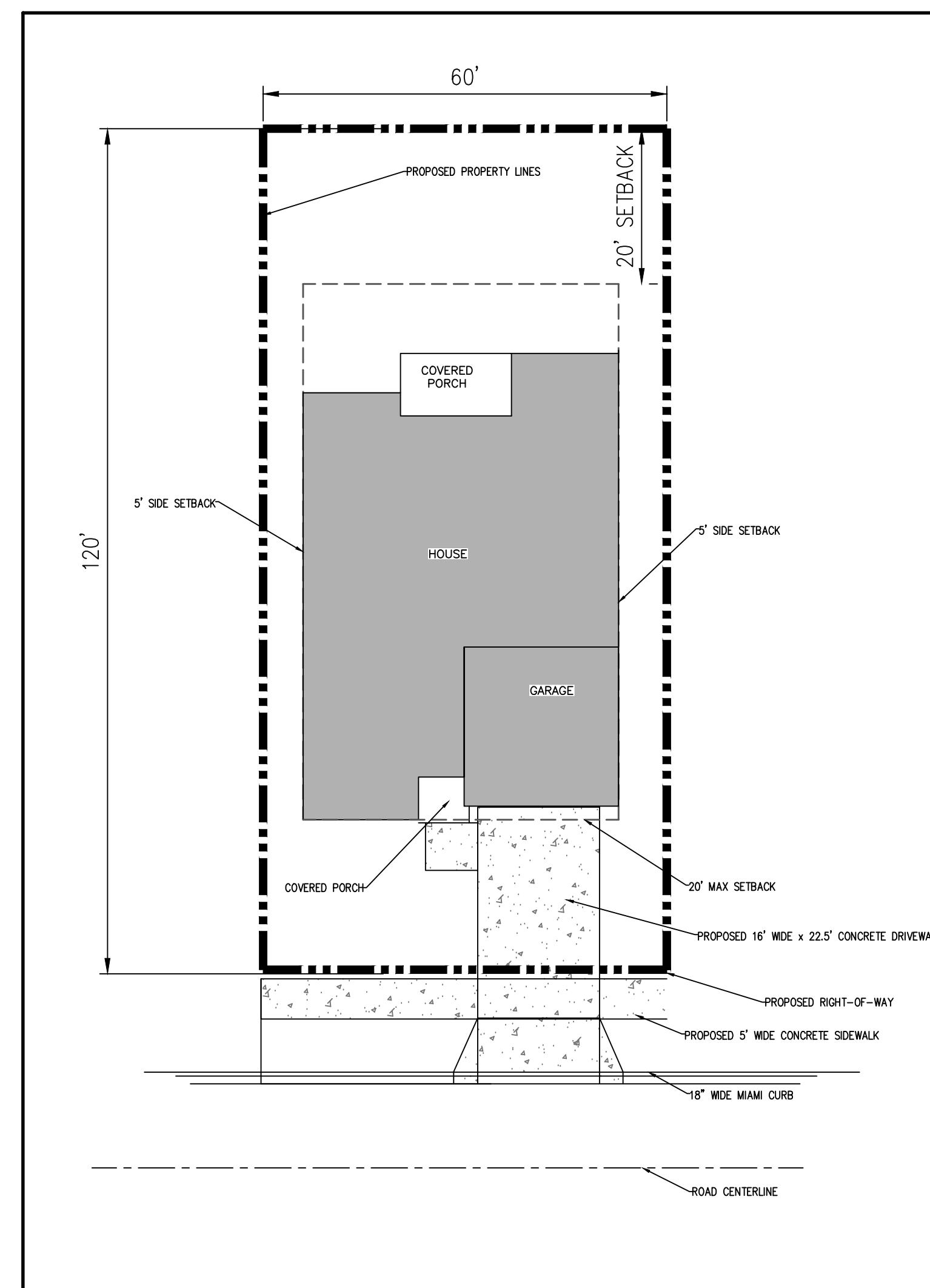
SEAL

**TYP. LOT LAYOUT
C200**

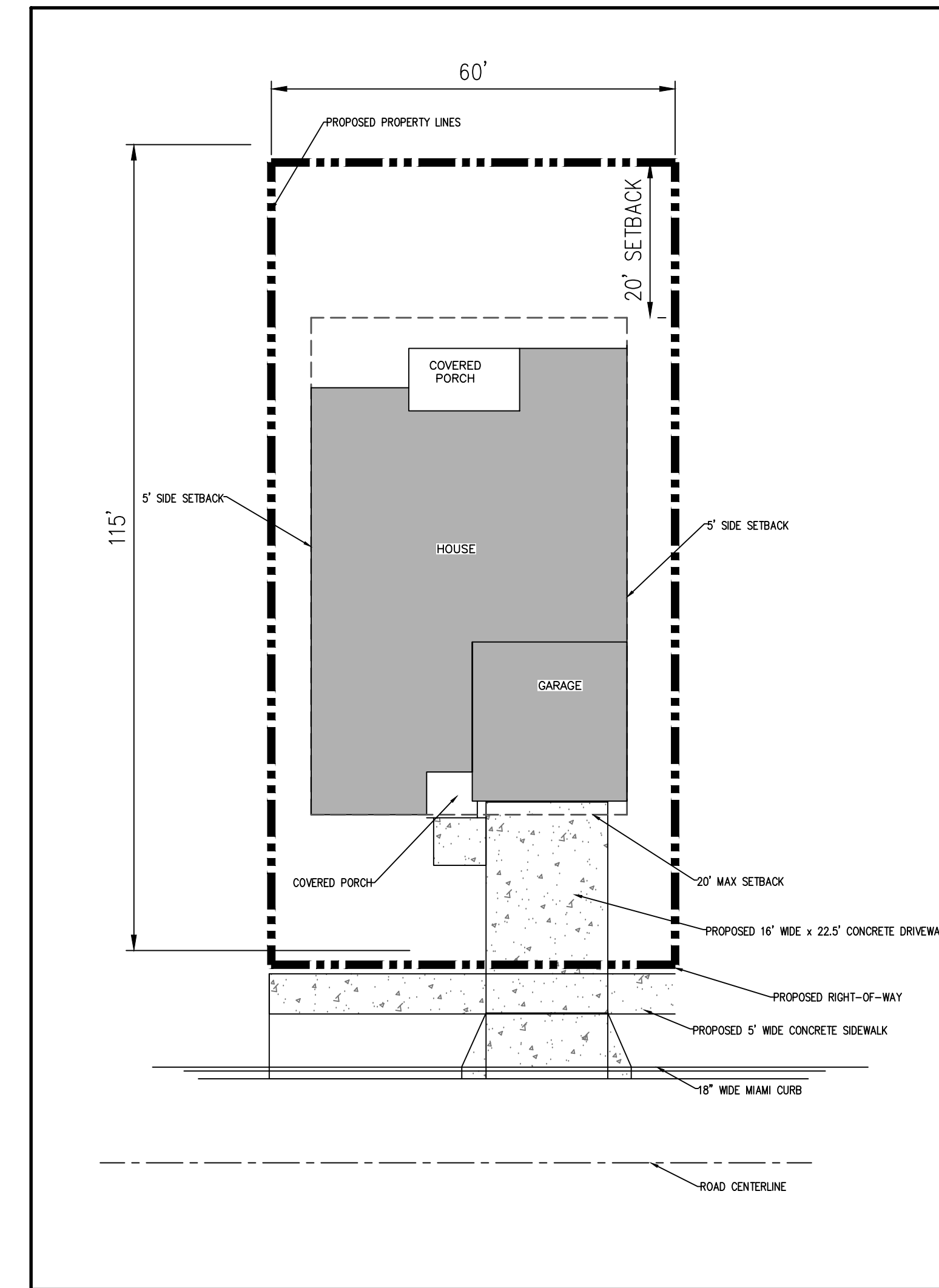
PROJECT NO. 16500.01
PLOT DATE: 03.27.2023



**TYP. LOT LAYOUT
PHASE 1**



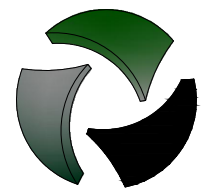
**TYP. LOT LAYOUT
PHASE 2**



**TYP. LOT LAYOUT
PHASE 3**

Notes:

1. FENCING ALONG PROPERTY LINES SHALL NOT IMPEDE THE FLOW OF STORMWATER BETWEEN HOUSES.
2. GARBAGE PADS AND AIR CONDITIONING UNITS MAY NEED TO BE CONSTRUCTED OFF-GRADE TO ALLOW FOR RUNOFF TO FLOW BETWEEN HOUSES.
3. EXCEPT ON RESIDENTIAL LOTS WHERE ANY PORTION OF THE LOT IS 35 FEET IN WIDTH OR NARROWER, FRONT ENTRY GARAGES MUST BE RECESSED A MINIMUM OF 3' BEHIND THE FARTHEST FORWARD PROJECTION OF THE HOME. DOES NOT APPLY TO SIDE ENTRY GARAGES. WHEN THE PORCH IS THE FARTHEST FORWARD PROJECTION, THE PORCH SHALL BE A MINIMUM OF 5' DEEP. WHERE RECESSING IS NOT REQUIRED, THE FOLLOWING DESIGN STANDARDS APPLY TO FRONT ENTRY GARAGES ONLY: (1) THE GARAGE DOORS MUST INCLUDE A TRANSPARENT ELEMENT; (2) A PROJECTING ELEMENT (SUCH AS AN EAVE, CANTILEVER, OR PORCH) MUST BE PLACED OVER THE GARAGE BETWEEN THE FIRST AND SECOND FLOORS; AND (3) THE MOST FORWARD VERTICAL ELEMENT OF THE FRONT PORCH MAY NOT BE RECESSED MORE THAN 5' FROM THE VERTICAL FACE OF THE GARAGE.
4. REFER TO SITE DATA FOR PROPOSED IMPERVIOUS AREA PER LOT SIZE AND HOME TYPE.
5. SEE GRADING AND DRAINAGE PLAN NOTES FOR GRADING INTENT FOR THE 5' DRAINAGE EASEMENTS SHOW ON EITHER SIDE OF THE HOUSE.



OMNI CONSULTING SERVICES
 401 Westpark Court
 Suite 200
 Peachtree City, Ga 30269
 ph: 770.302.1701
 fax: 770.818.5663
Civil Engineer

ARABELLA CAPITAL LLC
 CORNELIAN WOODS MANAGEMENT LLC
 255 BUFORD HIGHWAY
 SUITE 250
 BUFORD, GA 30518

Owner/Developer

HASELTON SUBDIVISION
BUFFINGTON FARM ROAD TRACT
 HALL COUNTY
 TAX PARCELS: 09105000001,
 09106000001A, 3, 7, 13-25, 09106000107-9

Project
 ISSUED FOR PERMITTING 03-27-2023

PLAN SET REVISIONS:	



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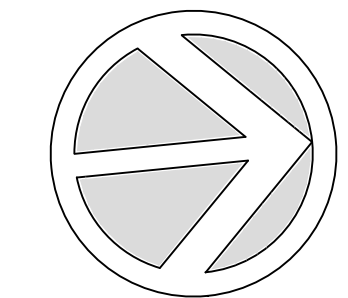
DATED 03-27-2023



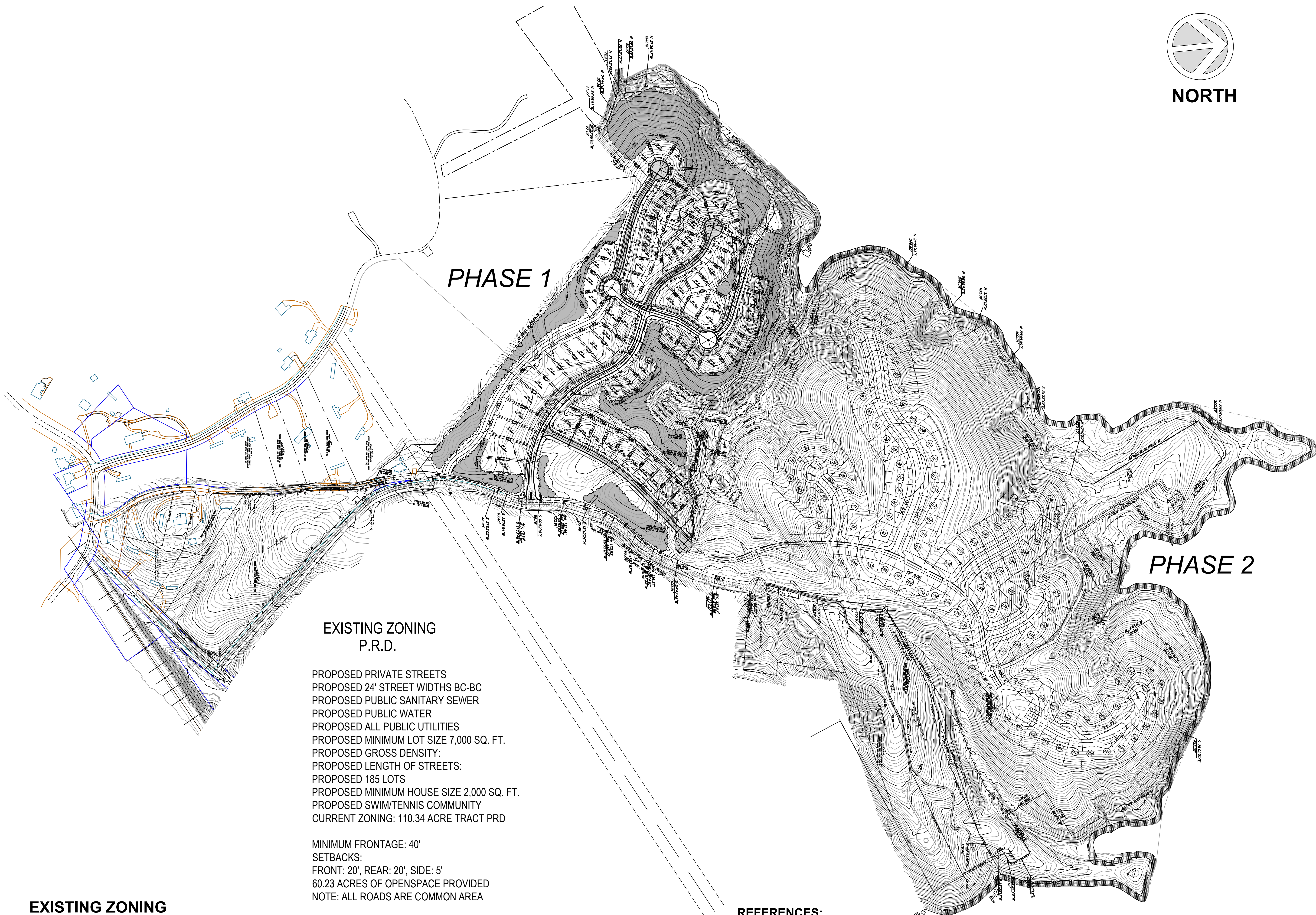
EXISTING ZONING PLAN

C300

PROJECT NO. 16500.01
 PLOT DATE: 03.27.2023



NORTH



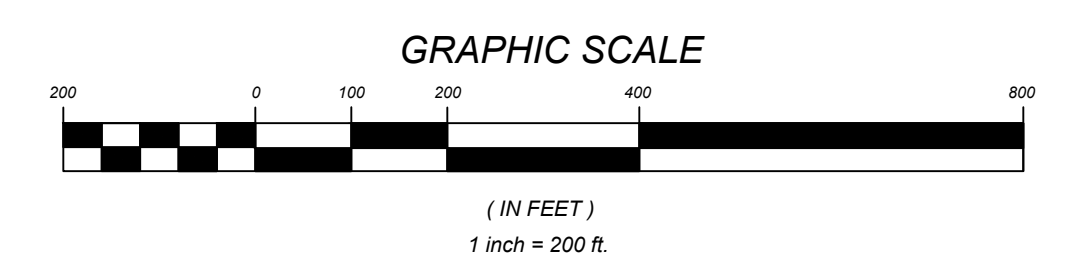
EXISTING ZONING P.R.D.

- PROPOSED PRIVATE STREETS
- PROPOSED 24' STREET WIDTHS BC-BC
- PROPOSED PUBLIC SANITARY SEWER
- PROPOSED PUBLIC WATER
- PROPOSED ALL PUBLIC UTILITIES
- PROPOSED MINIMUM LOT SIZE 7,000 SQ. FT.
- PROPOSED GROSS DENSITY:
- PROPOSED LENGTH OF STREETS:
- PROPOSED 185 LOTS
- PROPOSED MINIMUM HOUSE SIZE 2,000 SQ. FT.
- PROPOSED SWIM/TENNIS COMMUNITY
- CURRENT ZONING: 110.34 ACRE TRACT PRD

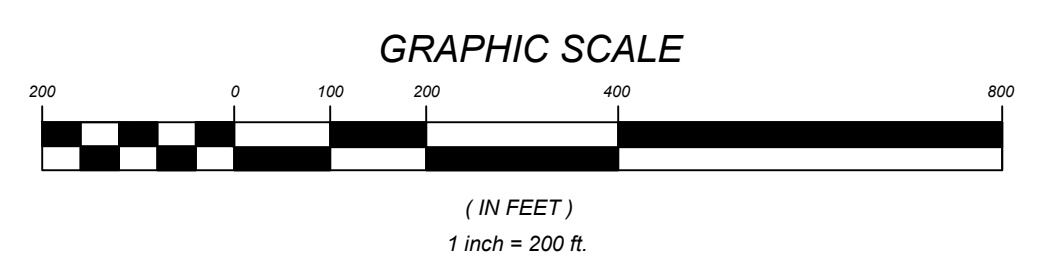
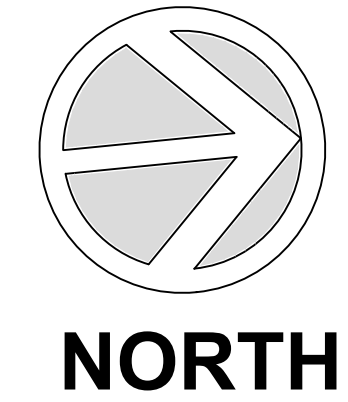
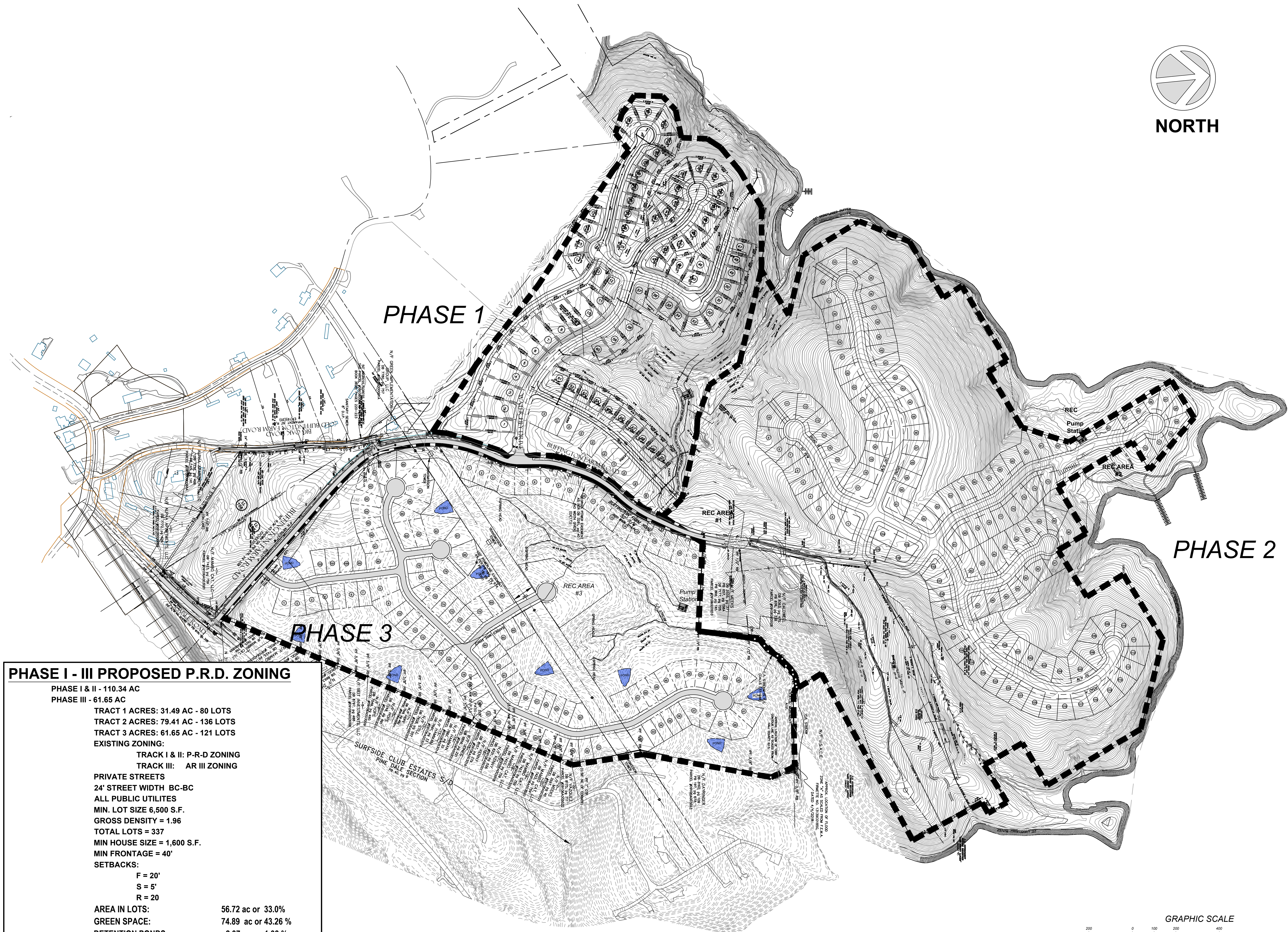
- MINIMUM FRONTAGE: 40'
- SETBACKS:
- FRONT: 20', REAR: 20', SIDE: 5'
- 60.23 ACRES OF OPENSACE PROVIDED
- NOTE: ALL ROADS ARE COMMON AREA

REFERENCES:

NOT SURVEYED BY OMNI CONSULTING-SERVICES, INC.



EXISTING ZONING PHASE I & II: 110.90 ACRES



PHASE I - III PROPOSED P.R.D. ZONING

PHASE I & II - 110.34 AC
 PHASE III - 61.65 AC

TRACT 1 ACRES: 31.49 AC - 80 LOTS
 TRACT 2 ACRES: 79.41 AC - 136 LOTS
 TRACT 3 ACRES: 61.65 AC - 121 LOTS

EXISTING ZONING:
 TRACK I & II: P-R-D ZONING
 TRACK III: AR III ZONING

PRIVATE STREETS
 24' STREET WIDTH BC-BC
 ALL PUBLIC UTILITIES
 MIN. LOT SIZE 6,500 S.F.
 GROSS DENSITY = 1.96
 TOTAL LOTS = 337
 MIN HOUSE SIZE = 1,600 S.F.
 MIN FRONTAGE = 40'

SETBACKS:
 F = 20'
 S = 5'
 R = 20'

AREA IN LOTS: 56.72 ac or 33.0%
 GREEN SPACE: 74.89 ac or 43.26 %
 DETENTION PONDS: 2.37 ac or 1.38 %
 HOA REC AREAS: 16.75 ac or 10.0%
 RIGHT OF WAY AREAS: 21.26 ac or 12.36%

THE PROJECT IS NOT PART OF THE NORTH OCONEE WATER SUPPLY WATERSHED DISTRICT AS DEFINED BY HALL COUNTY.S

OMNI CONSULTING SERVICES
 401 Westpark Court
 Suite 200
 Peachtree City, Ga 30269
 ph: 770.302.1701
 fax: 770.818.5663
 Civil Engineer

ARABELLA CAPITAL LLC
 CORNELIAN WOODS MANAGEMENT LLC
 255 BUFORD HIGHWAY
 SUITE 250
 BUFORD, GA 30518

Owner/Developer

HASELTON SUBDIVISION
BUFFINGTON FARM ROAD TRACT
 HALL COUNTY
 TAX PARCELS: 09105000001,
 09106000001A, 3, 7, 13-25, 09106000107-9

ISSUED FOR PERMITTING 03-27-2023

PLAN SET REVISIONS:



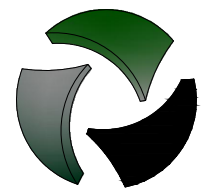
Know what's below
 Call before you dig.
 Dial 811
 Or Call 800-282-7411

DATED 03-27-2023



OVERALL PROPOSED REZONING PLAN
C400

PROJECT NO. 16500.01
 PLOT DATE: 03.27.2023



OMNI CONSULTING SERVICES
 401 Westpark Court
 Suite 200
 Peachtree City, Ga 30269
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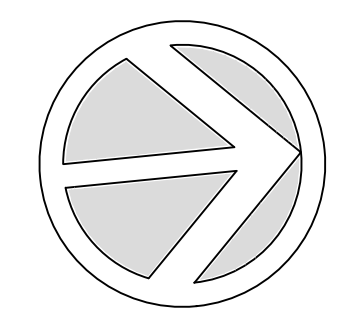
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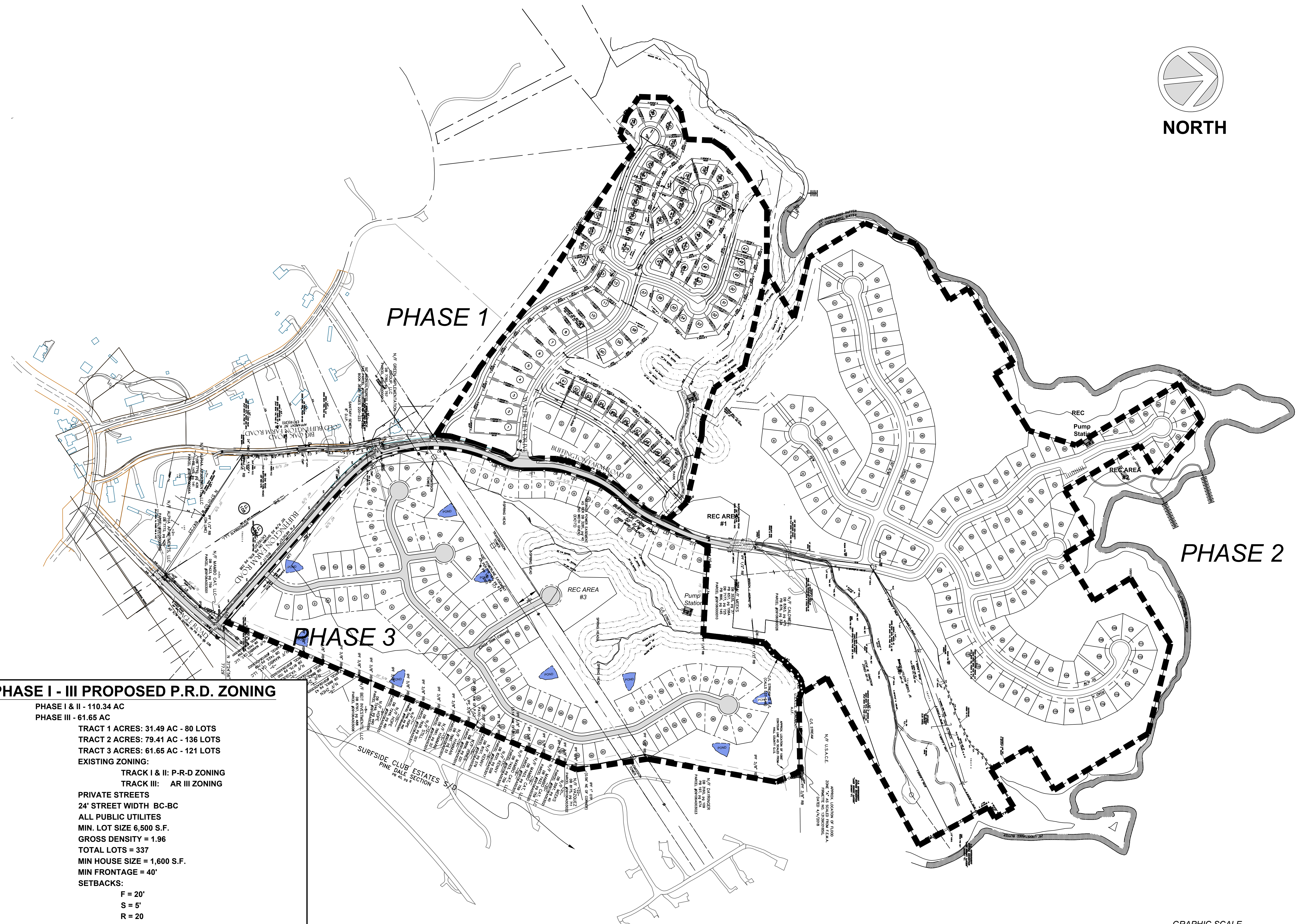


OVERALL PROPOSED REZONING PLAN
C401

PROJECT NO. 16500.01
 PLOT DATE: 03.27.2023



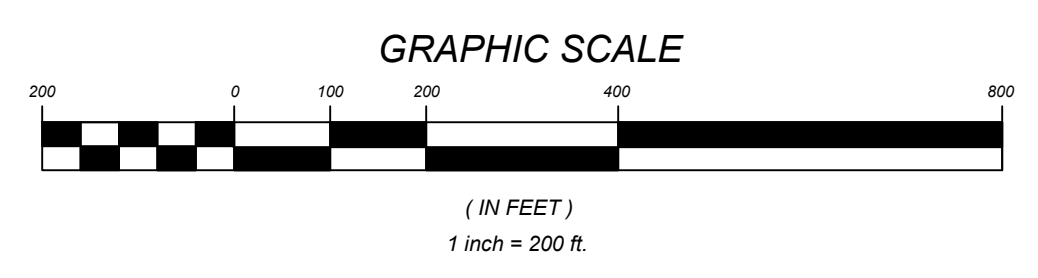
NORTH

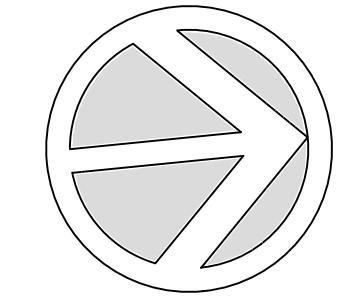


PHASE I - III PROPOSED P.R.D. ZONING

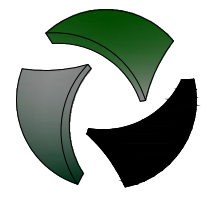
PHASE I & II - 110.34 AC
 PHASE III - 61.65 AC
 TRACT 1 ACRES: 31.49 AC - 80 LOTS
 TRACT 2 ACRES: 79.41 AC - 136 LOTS
 TRACT 3 ACRES: 61.65 AC - 121 LOTS
 EXISTING ZONING:
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 TRACK III: AR III ZONING
 PRIVATE STREETS
 24' STREET WIDTH BC-BC
 ALL PUBLIC UTILITIES
 MIN. LOT SIZE 6,500 S.F.
 GROSS DENSITY = 1.96
 TOTAL LOTS = 337
 MIN HOUSE SIZE = 1,600 S.F.
 MIN FRONTAGE = 40'
 SETBACKS:
 F = 20'
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 AREA IN LOTS: 56.72 ac or 33.0%
 GREEN SPACE: 74.89 ac or 43.26 %
 DETENTION PONDS: 2.37 ac or 1.38 %
 HOA REC AREAS: 16.75 ac or 10.0%
 RIGHT OF WAY AREAS: 21.26 ac or 12.36%

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NORTH



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SUITE 250
BUFORD, GA 30518

Owner/Developer

HASELTON SUBDIVISION
BUFFINGTON FARM ROAD TRACT
HALL COUNTY
TAX PARCELS: 09105000001,
09106000001A, 3, 7, 13-25, 09106000107-9

ISSUED FOR PERMITTING 03-27-2023

PLAN SET REVISIONS:



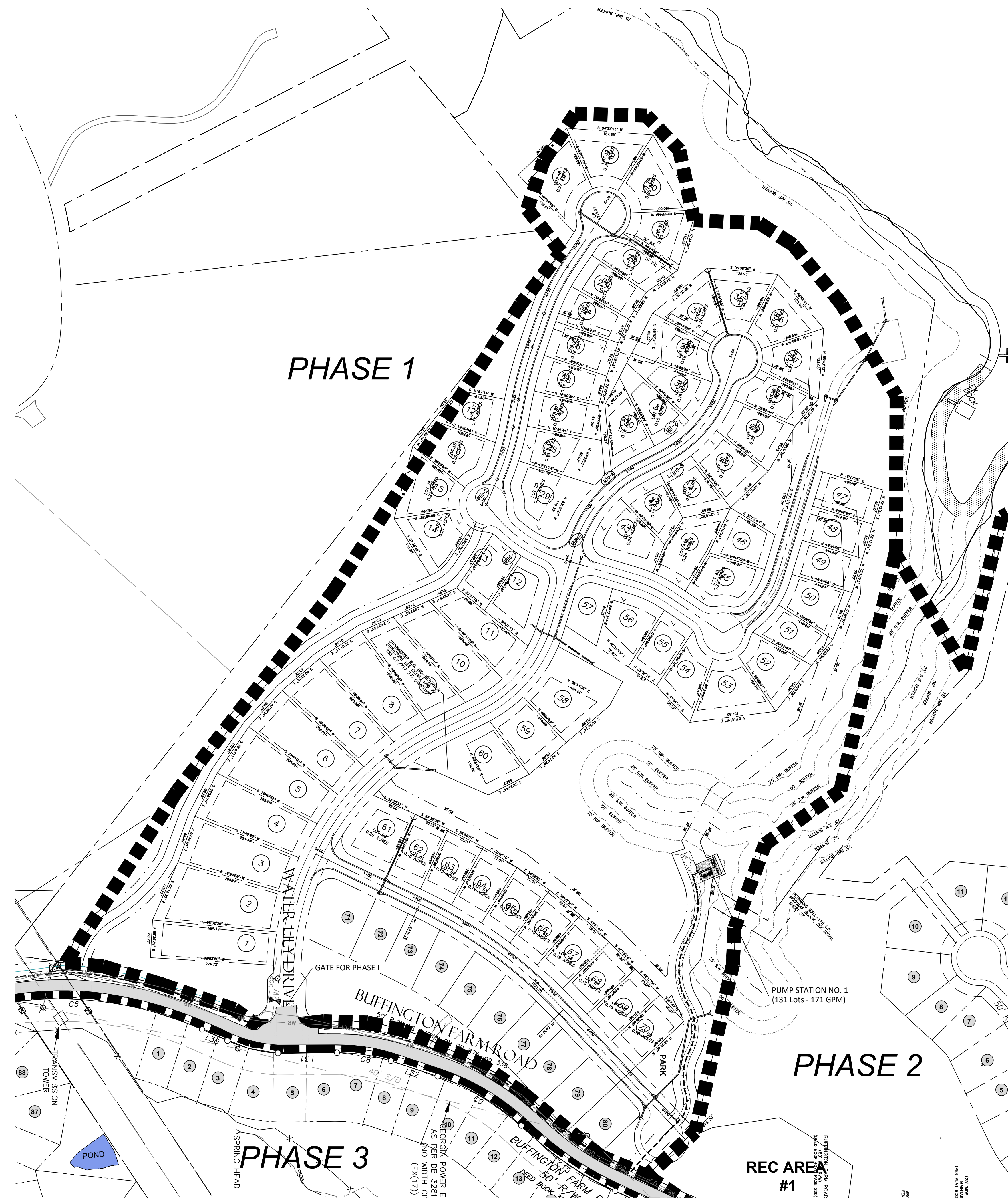
Know what's below
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Or Call 800-282-7411

DATED 03-27-2023



PHASE I
ENLARGEMENT
C402

PROJECT NO. 16500.01
PLOT DATE: 03.27.2023



PHASE I - III PROPOSED P.R.D. ZONING

PHASE I & II - 110.34 AC

PHASE III - 61.65 AC

TRACT 1 ACRES: 31.49 AC - 80 LOTS

TRACT 2 ACRES: 79.41 AC - 136 LOTS

TRACT 3 ACRES: 61.65 AC - 121 LOTS

EXISTING ZONING:

TRACT I & II: P-R-D ZONING

TRACT III: AR III ZONING

PRIVATE STREETS

24' STREET WIDTH BC-BC

ALL PUBLIC UTILITIES

MIN. LOT SIZE = 6,500 S.F.

GROSS DENSITY = 1.96

TOTAL LOTS = 337

MIN HOUSE SIZE = 1,600 S.F.

MIN FRONTAGE = 40'

SETBACKS:

F = 20'

S = 5'

R = 20

AREA IN LOTS:

56.72 ac or 33.0%

GREEN SPACE:

74.89 ac or 43.26 %

DETENTION PONDS:

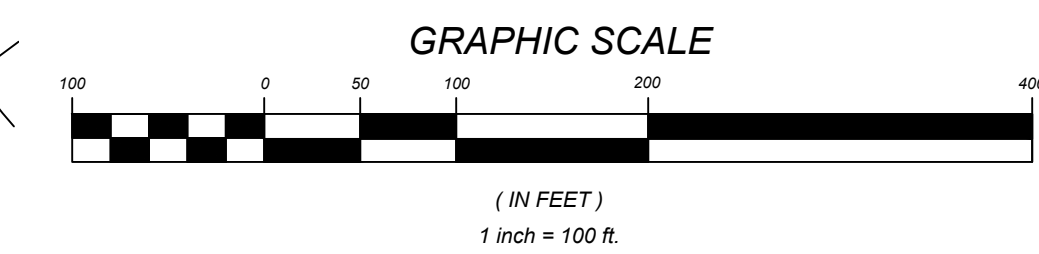
2.37 ac or 1.38 %

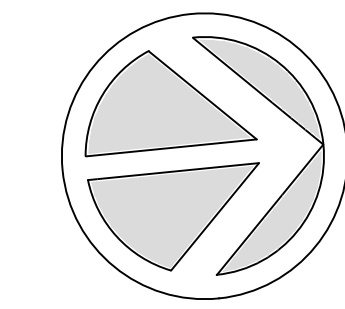
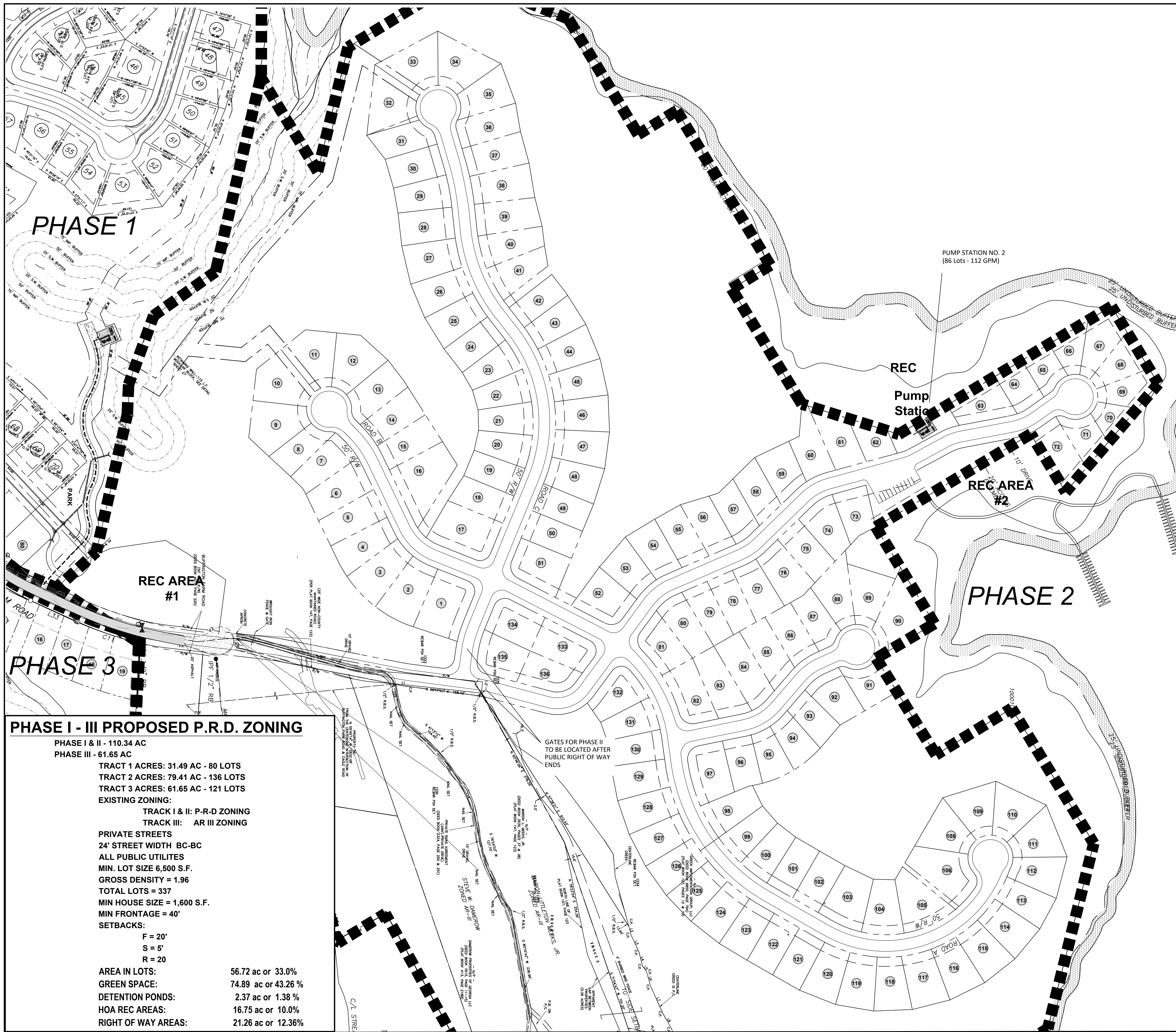
HOA REC AREAS:

16.75 ac or 10.0%

RIGHT OF WAY AREAS:

21.26 ac or 12.36%





NORTH

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Owner/Developer

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 BUFFINGTON FARM ROAD TRACT
 HALL COUNTY
 TAX PARCELS: 09105000001,
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Project
 ISSUED FOR PERMITTING 03-27-2023

PLAN SET REVISIONS:



Know what's below
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 Or Call 800-282-7411

DATED 03-27-2023



PHASE II
 ENLARGEMENT
 C403

PROJECT NO. 16500.01
 PLOT DATE: 03.27.2023

PHASE I - III PROPOSED P.R.D. ZONING

PHASE I & II - 110.34 AC
 PHASE III - 61.65 AC

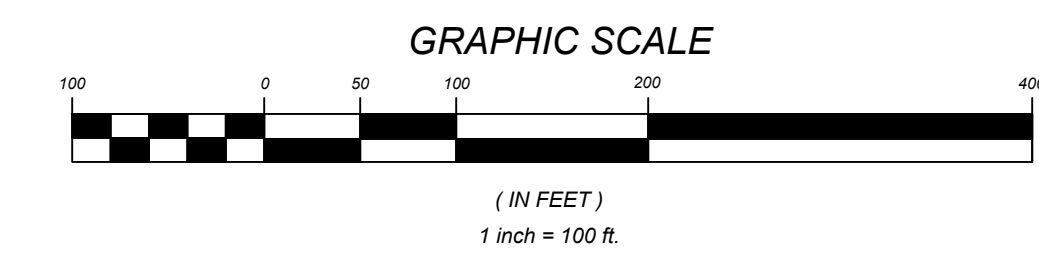
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 TRACT 3 ACRES: 61.65 AC - 121 LOTS

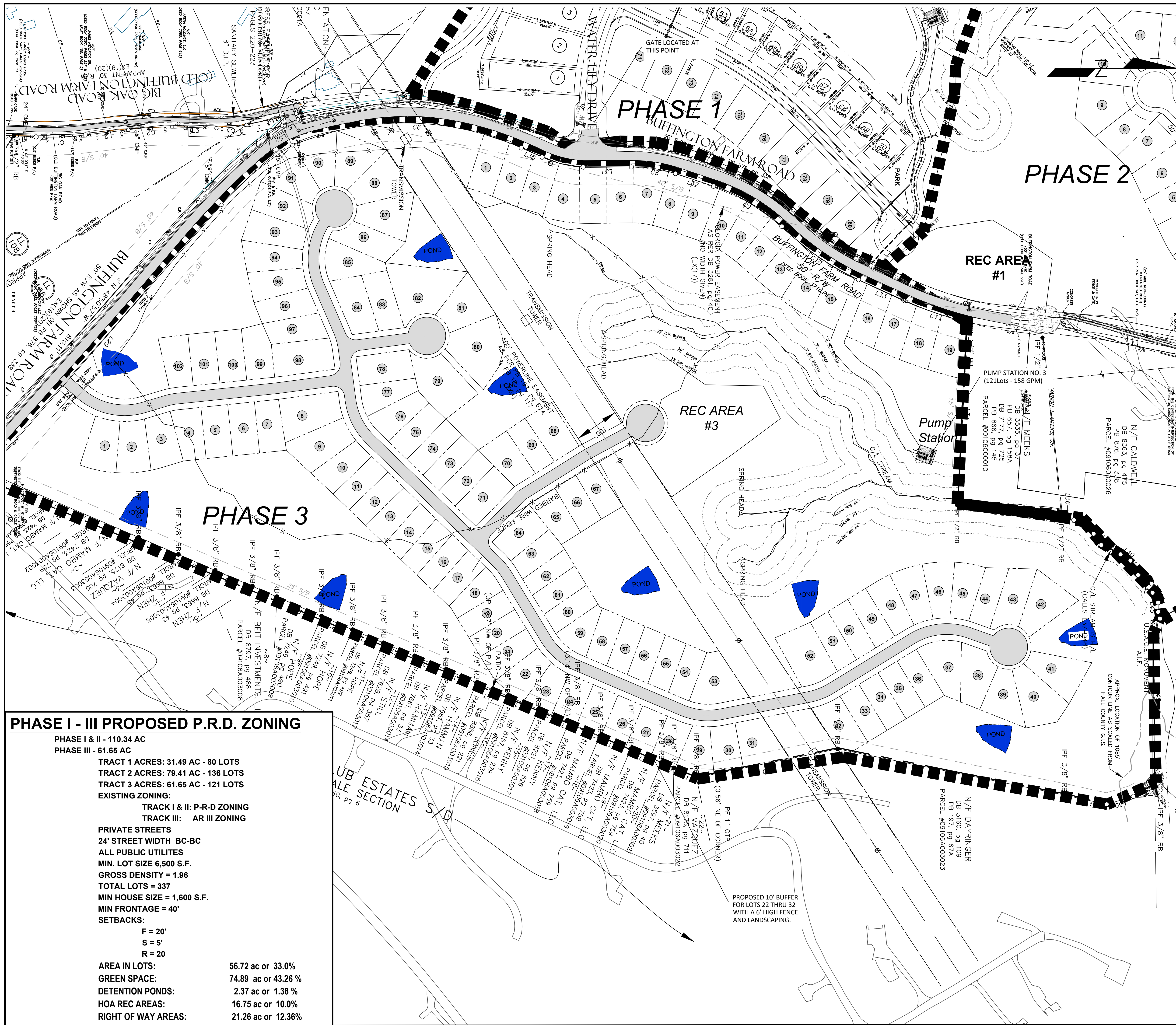
EXISTING ZONING:
 TRACK I & II: P-R-D ZONING
 TRACK III: AR III ZONING

PRIVATE STREETS
 24' STREET WIDTH BC-BC
 ALL PUBLIC UTILITIES
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PHASE I - III PROPOSED P.R.D. ZONING

PHASE I & II - 110.34 AC
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 24' STREET WIDTH BC-BC
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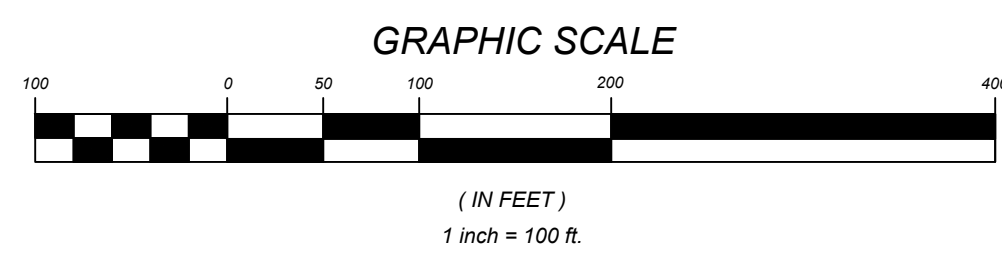
811
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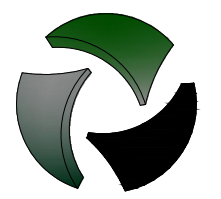
DATED 03-27-2023

REGISTERED PROFESSIONAL ENGINEER
 No. PE14656
 CHEVONE E. DRIVER

PHASE III ENLARGEMENT C404

PROJECT NO. 16500.01
 PLOT DATE: 03.27.2023





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BUFFINGTON FARM ROAD TRACT
 HALL COUNTY
 TAX PARCELS: 09105000001,
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Project
 ISSUED FOR PERMITTING 03-27-2023

PLAN SET REVISIONS:



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 Dial 811
 Or Call 800-282-7411







DATED 03-27-2023

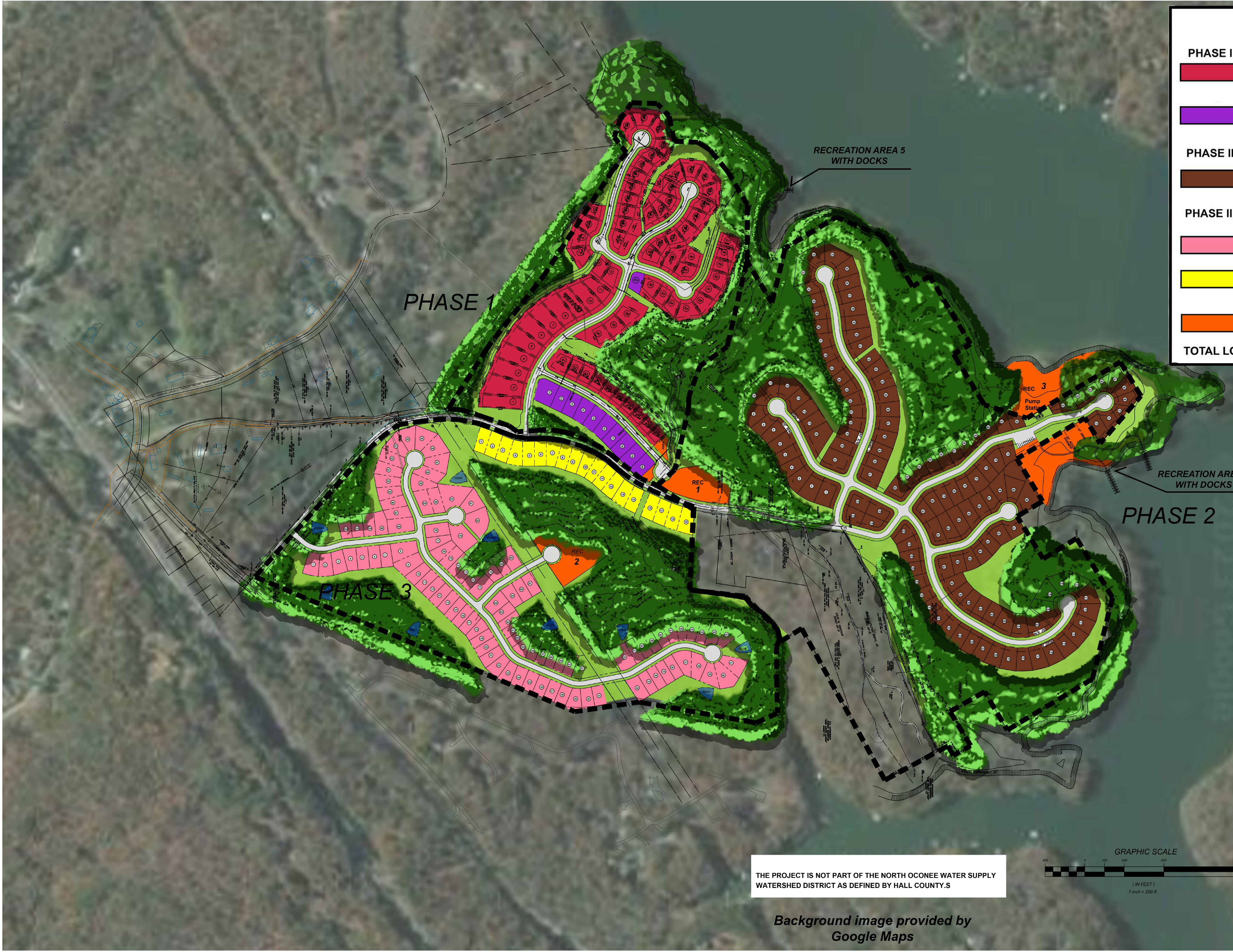


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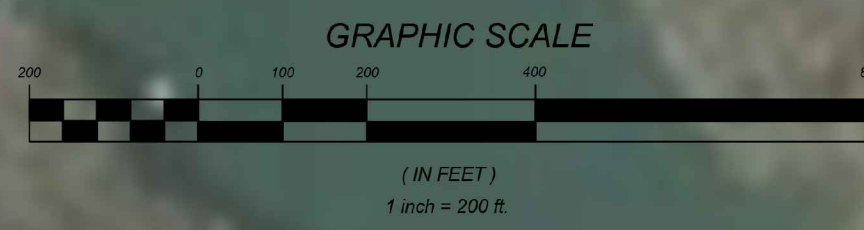
CONCEPTUAL PLAN
C500

PROJECT NO. 16500.01
 PLOT DATE: 03.27.2023

UNIT TYPES	
PHASE I	
 Original Lots	(69) 120' x 65'
 Additional Lots	(11) 120' x 65'
PHASE II	
	(136) 120' x 60'
PHASE III	
	(102) 115' x 60'
	(19) 125' x 60'
	Recreation Area
TOTAL LOTS	337



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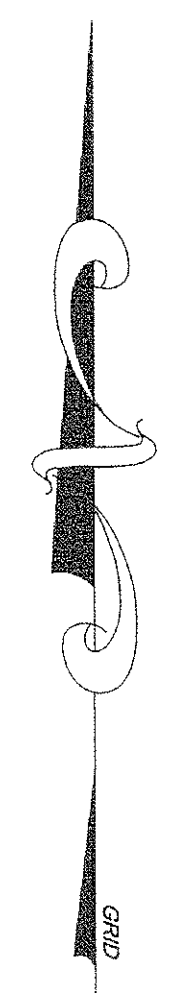


Background image provided by Google Maps

TOTAL AREA: 110.34 ACRES

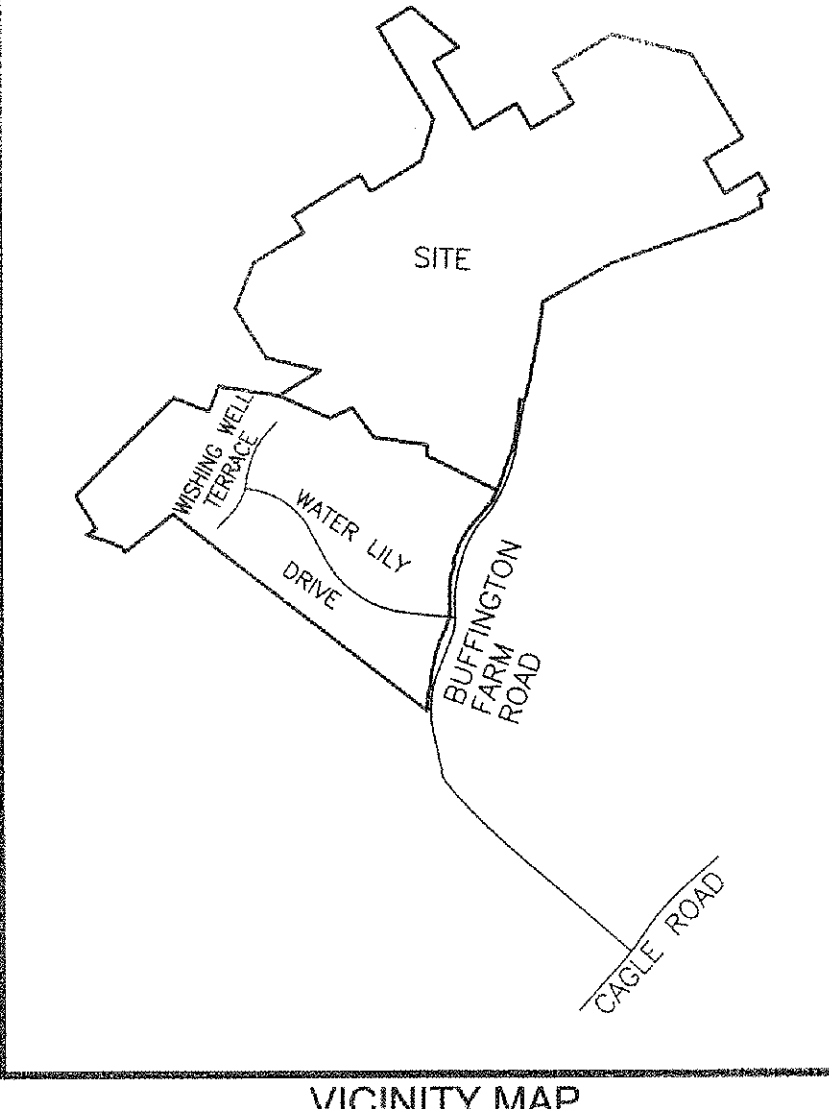
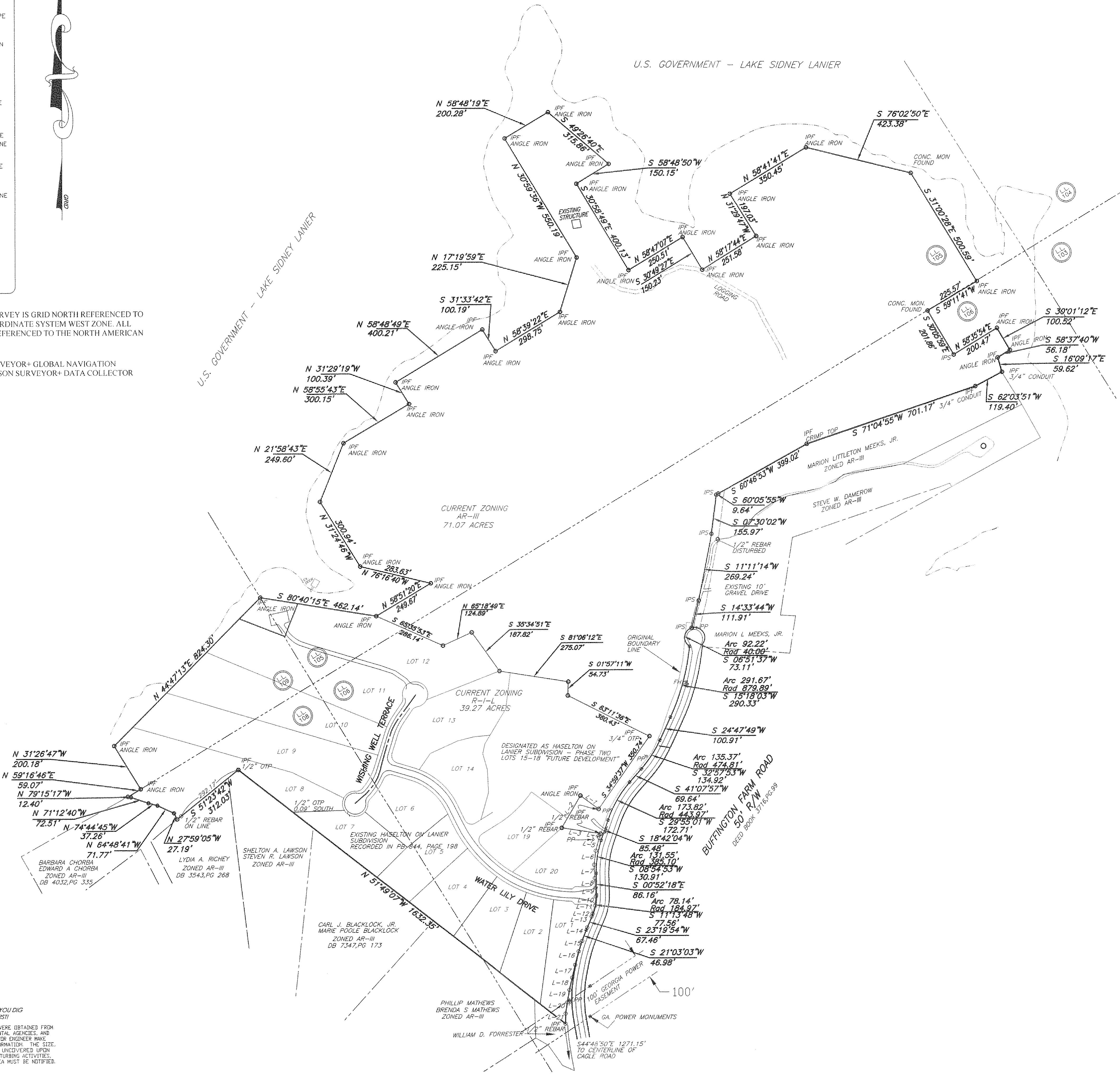
LEGEND:

- POB POINT OF BEGINNING
- LLI LAND LOT LINE
- R/W RIGHT OF WAY
- N/F NOW OR FORMERLY
- CTF CRIMP TOP FOUND
- RBF REBAR FOUND
- OTF OPEN TOP FOUND
- RBS REBAR SET
- CMP CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- DIP DUCTILE IRON PIPE
- PVC POLYVINYLCHLORIDE PIPE
- SWCB SINGLE WING CATCH BASIN
- DWCB DOUBLE WING CATCH BASIN
- CI CURB INLET
- DI DROP INLET
- OCS OUTLET CONTROL SYSTEM
- JB JUNCTION BOX
- FES FLARED END SECTION
- HW HEAD WALL
- WI WIER INLET
- SMH SANITARY SEWER MANHOLE
- CO CLEAN OUT
- INV INVERT
- OPHP OVERHEAD POWER LINE
- OTL OVERHEAD TELEPHONE LINE
- UT UNDERGROUND TELEPHONE LINE
- EO ELECTRIC OUTLET
- UP UTILITY POLE
- UGPL UNDERGROUND POWER LINE
- GW GUIDE WIRE
- PP POWER POLE
- LP LIGHT POLE
- C/I/T CABLE/INTERNET/TELEPHONE
- PH FIRE HYDRANT
- W WATER LINE
- WM WATER METER
- WV WATER VALVE
- WM VAYLE MARKER
- SI SIGN POST
- BL BUILDING LINE
- CL CENTERLINE
- EP EDGE OF PAVEMENT
- SP SAMPLING POINT
- MP MONITORING POINT
- SL STREET LIGHT



BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH REFERENCED TO THE GEORGIA STATE PLANE COORDINATE SYSTEM WEST ZONE. ALL HORIZONTAL LOCATIONS ARE REFERENCED TO THE NORTH AMERICAN DATUM 1983 (NAD83).

EQUIPMENT USED: CARLSON SURVEYOR+ GLOBAL NAVIGATION SATELLITE SYSTEM AND A CARLSON SURVEYOR+ DATA COLLECTOR



THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 100-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

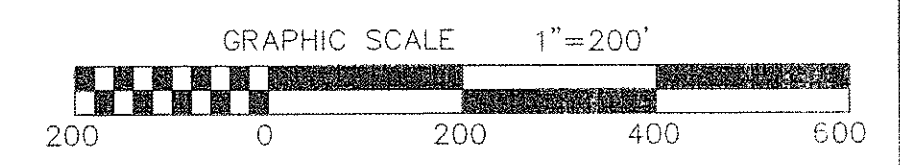
CALL CHART

Course	Bearing	Distance
L1	N 53°36'37" W	89.81'
L2	S 30°11'35" W	147.41'
L3	S 81°05'19" E	155.50'
L4	S 17°56'48" W	17.19'
L5	S 15°15'44" W	53.25'
L6	S 07°02'06" W	55.70'
L7	S 02°53'49" E	52.61'
L8	S 04°09'58" E	37.77'
L9	S 00°48'33" E	35.55'
L10	S 04°34'07" W	36.23'
L11	S 17°39'41" W	33.41'
L12	S 17°39'41" W	10.99'
L13	S 22°33'08" W	47.38'
L14	S 21°01'18" W	57.19'
L15	S 18°42'48" W	43.70'
L16	S 14°42'48" W	54.87'
L17	S 13°11'06" W	52.01'
L18	S 12°50'00" W	49.48'
L19	S 10°12'41" W	49.84'
L20	S 08°31'21" W	45.07'
L21	S 01°23'58" W	40.04'

SURVEY NOTATION:
THIS SURVEY WAS RUN USING A TOPCON 225 TOTAL STATION EDM UNIT. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,741 FEET AND WAS ADJUSTED USING COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR PRECISION AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,166,529 FEET.

REFERENCE MATERIAL:
PLAT OF SURVEY FOR MARION V. BUFFINGTON PREPARED BY OVEN PATTON DATED AUG 28, 1987 AND RECORDED IN PB 23, PG 84.
FINAL PLAT OF HASELTON ON LANIER PREPARED BY SLATE & ASSOCIATES DATED JULY 22, 2004 AND RECORDED IN PB 844, PG 198.
PLAT OF SURVEY FOR ROSS L & HONEY, SECUNDA PREPARED BY HENRY G. JARRARD DATED JAN 18, 1995 AND RECORDED IN PB 413, PG 218B.
PLAT OF SURVEY FOR MARION L. MECKES, JR PREPARED BY KCI TECHNOLOGIES DATED JAN 31, 2013 AND RECORDED IN PB 866, PG 145.



811

KNOW WHAT'S BELOW, CALL BEFORE YOU DIG
IF YOU DIG GEORGIA... CALL FIRST!

THE EXISTING UTILITIES SHOWN ON THIS PLAN WERE OBTAINED FROM VARIOUS UTILITY COMPANIES, VARIOUS GOVERNMENT AGENCIES AND ABOVE GROUND OBSERVATION. THE SURVEYOR AND/OR ENGINEER MAKE NO CLAIM TO THE COMPLETENESS OF THIS INFORMATION. THE SIZE, LOCATION OR ADDITIONAL UTILITIES MAY BE UNCOVERED UPON EXCAVATION. PRIOR TO BEGINNING ANY EARTH DISTURBING ACTIVITIES, THE UTILITY PROTECTION SERVICE FOR THIS AREA MUST BE NOTIFIED.

GEORGIA PROFESSIONAL SURVEYORS EXPIRES 07-10-2018

LEVEL II - 0000013691 EXPIRES 07-10-2018

CONSULTANTS SURVEYORS ENGINEERS PLANNERS

RINGO ABERNATHY & ASSOCIATES

174 DACULA ROAD - DACULA, GA 30019
Phone (770) 962-8456 - Fax (770) 277-3981

BOUNDARY SURVEY FOR:

BUFFINGTON FARMS

COUNTY:	HALL
DISTRICT/SECTION:	9 TH
LAND LOT(S):	105, 106, 108, 109
DATE:	01/06/16
SCALE:	1"=200'
JOB NO.:	15068

NO.	DATE

REVISIONS

SHEET **1**

-LEGEND-

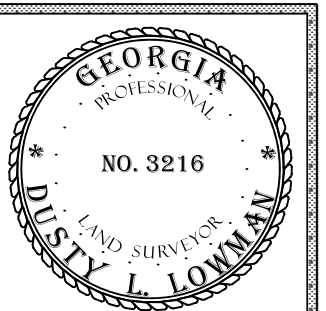
○	CALCULATED POSITION	RB	REBAR
●	IRON PIN FOUND/SET (IPF/IRS)	SR	SOLID ROD
⊠	MONUMENT	OCS	OUTLET CONTROL STRUCTURE
C/L	CENTERLINE	CPP	CONCRETE PIPE
CP	CORNER	DI	DROPPED INLET
DB	DEED BOOK	GI	GRATE INLET
N/F	NOW OR FORMERLY	SMW	SANITARY SEWER MANHOLE (SMW)
OT	OPEN TOP PIPE	XX	LIGHTPOLE
PB	PLAT BOOK	○	CLEANOUT
PG	PAGE	○	ALL IPS ARE 1/2" RB "CAPPED" UNLESS OTHERWISE LABELED
P/L	PROPERTY LINE	---	ADJONER
⊠	TELEPHONE PED. (TP)	---	LAND LOT LINE (L.L.L.)
⊠	FIRE HYDRANT (FH)	---	RIGHT OF WAY (R/W)
○	WATER METER (WM)	---	FENCE
○	WATER VALVE (WV)	---	OVERHEAD POWER
○	POWER BOX (PBX)	---	8" WATER LINE
○	POWER POLE (PP)	---	ATT
		---	UG COMMUNICATION
		---	UG POWER
		---	FIBER OPTIC CABLE

-ZONING INFORMATION-

COUNTY: HALL
 ZONE: AR-III
 SETBACK REQUIREMENTS:
 FRONT: 40'
 REAR: 25'
 SIDE: 15'

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

SURVEYOR CERTIFICATION
 BUSTY L. LOWMAN PLS# 3216



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

-SURVEY NOTES-

FIELD MEASUREMENTS WERE TAKEN WITH A TRIMBLE S6 ROBOTIC INSTRUMENT.

FIELD DATA FOUND TO HAVE A CLOSURE PRECISION OF 1 FOOT IN 15,086 FEET, AND AN ANGULAR ERROR OF 6 SECONDS PER ANGLE.

FIELD DATA ADJUSTED USING THE LEAST SQUARES METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO HAVE A PRECISION OF 1 FOOT IN 451,208 FEET.

THIS PLAT DOES NOT CONSTITUTE AND SHALL NOT BE CONSTRUED AS A TITLE SEARCH OR REPORT, AND THIS MAY BE SUBJECT TO ANY EASEMENTS, RIGHT OF WAY OR RESTRICTIONS ONE MAY FIND.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED ON THIS PLAT.

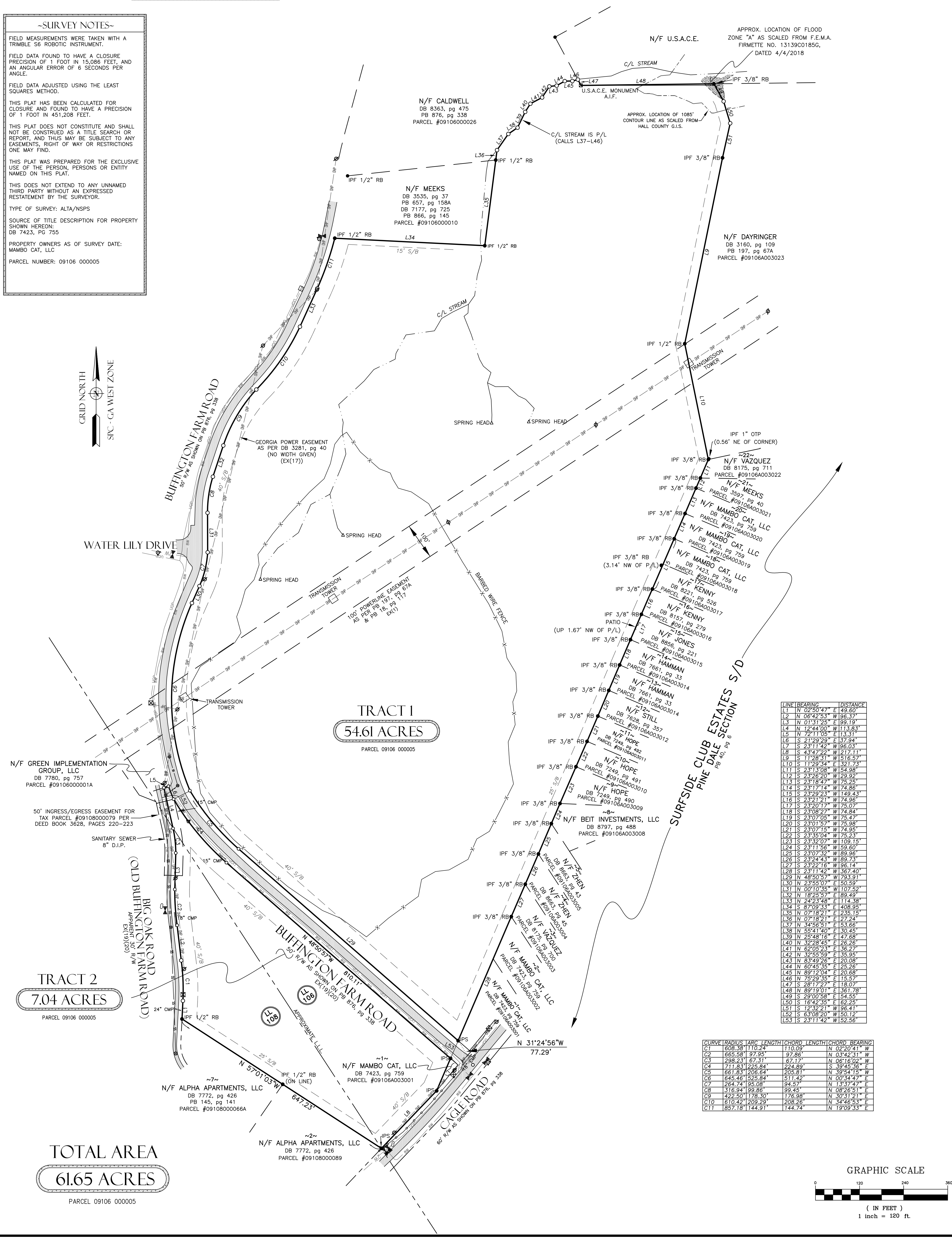
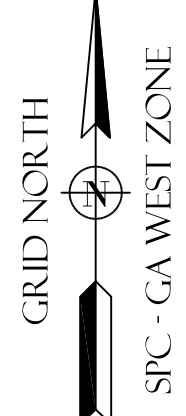
THIS DOES NOT EXTEND TO ANY UNNAMED THIRD PARTY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR.

TYPE OF SURVEY: ALTA/NSPS

SOURCE OF TITLE DESCRIPTION FOR PROPERTY SHOWN HEREON:
 DB 7423, PG 755

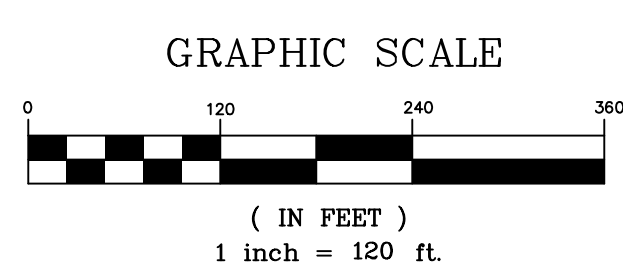
PROPERTY OWNERS AS OF SURVEY DATE:
 MAMBO CAT, LLC

PARCEL NUMBER: 09106 000005



LINE	BEARING	DISTANCE
L1	N 02°50'47"	E 49.60'
L2	N 06°42'53"	E 96.37'
L3	N 01°31'25"	E 99.19'
L4	N 24°44'00"	W 113.83'
L5	N 72°11'05"	E 13.31'
L6	S 21°29'29"	E 37.94'
L7	S 23°11'42"	W 96.03'
L8	S 43°47'22"	W 297.11'
L9	S 11°28'31"	E 516.57'
L10	S 11°23'52"	E 321.73'
L11	S 23°13'08"	W 54.98'
L12	S 23°26'20"	W 29.92'
L13	S 23°18'47"	W 75.25'
L14	S 23°11'14"	W 74.86'
L15	S 23°29'23"	W 149.43'
L16	S 23°21'21"	W 74.96'
L17	S 23°20'17"	W 75.07'
L18	S 23°08'27"	W 74.84'
L19	S 23°07'05"	W 75.47'
L20	S 23°01'57"	W 75.98'
L21	S 23°07'15"	W 74.95'
L22	S 23°35'04"	W 75.23'
L23	S 23°32'07"	W 109.15'
L24	S 23°11'58"	W 59.60'
L25	S 23°07'52"	W 89.95'
L26	S 23°24'43"	W 89.73'
L27	S 23°22'16"	W 96.14'
L28	S 23°11'42"	W 367.40'
L29	N 48°50'57"	W 793.91'
L30	N 23°55'07"	E 150.59'
L31	N 00°10'35"	W 107.52'
L32	N 18°23'57"	E 89.49'
L33	N 24°23'48"	E 114.38'
L34	S 87°09'33"	E 408.95'
L35	N 07°18'21"	E 235.15'
L36	N 07°18'21"	E 27.24'
L37	N 34°56'51"	E 53.66'
L38	S 55°17'10"	E 30.25'
L39	S 25°48'10"	E 47.68'
L40	N 32°28'45"	E 26.26'
L41	N 62°05'23"	E 36.27'
L42	N 32°55'59"	E 35.93'
L43	N 83°49'26"	E 20.08'
L44	N 60°45'35"	E 25.26'
L45	N 89°12'04"	E 20.68'
L46	N 23°29'35"	E 15.57'
L47	S 28°17'27"	E 18.07'
L48	N 89°19'01"	E 361.78'
L49	S 23°00'58"	E 54.55'
L50	S 16°42'35"	E 62.25'
L51	S 12°32'21"	W 96.41'
L52	S 63°08'20"	W 50.12'
L53	S 23°11'42"	W 152.56'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	608.38	170.24	110.09	N 02°20'41" W
C2	665.58	137.95	97.88	N 01°42'21" W
C3	298.23	67.31	67.17	N 06°16'02" W
C4	711.83	225.84	224.89	S 39°45'36" E
C5	861.83	206.64	205.81	N 39°54'15" W
C6	845.46	525.84	511.42	N 00°34'47" E
C7	264.74	85.08	94.57	N 13°37'47" E
C8	316.94	99.86	99.45	N 08°26'51" E
C9	422.50	178.32	178.98	N 30°31'21" E
C10	610.42	209.29	208.26	N 34°46'53" E
C11	857.18	144.91	144.74	N 19°09'33" E



SHEET NO.
2 of 2

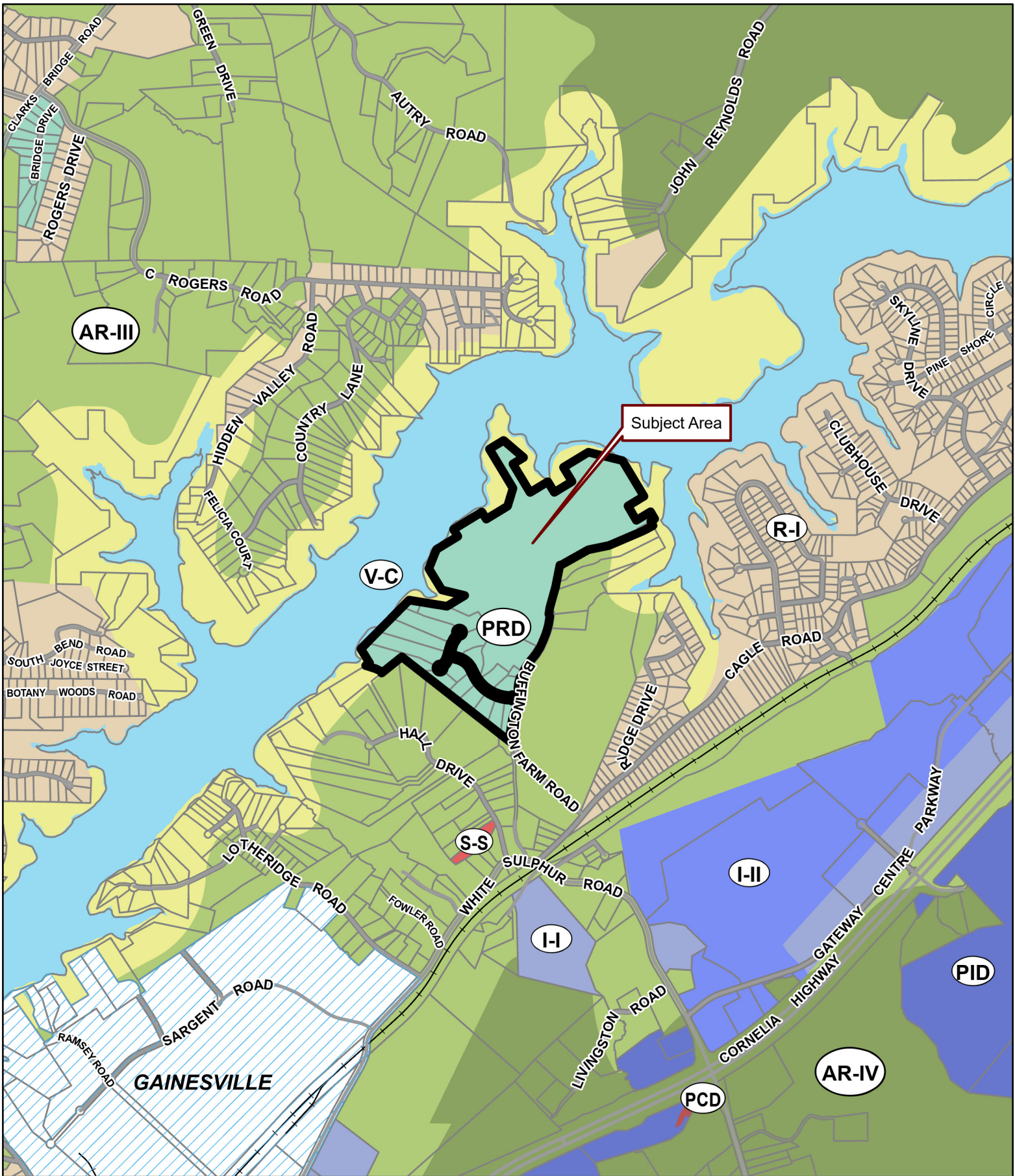
PROJECT NO.
21-390

REVISIONS BY: MS
 REVISION DATE: 12/6/2021
 DRAWING BY: DS
 DRAWING DATE: 11/16/2021
 FIELD CREW: AM

ALTA/NSPS LAND TITLE SURVEY FOR:
 ARABELLA CAPITAL, LLC
 &
 STEWART TITLE GUARANTY COMPANY
 LAND LOTS 106 & 108
 9th DISTRICT
 HALL COUNTY, GEORGIA

PREPARED BY
DES DAVIS
 ENGINEERING & SURVEYING
 133 PROMINENCE COURT
 SUITE 210
 DAWSONVILLE, GA 30534
 PHONE: (706) 265-1234
 DAVISENGINEERS.COM

CERTIFICATE OF AUTHORIZATION NUMBER: LSF 001057

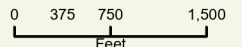


Applicant: ARABELLA CAPITAL, LLC

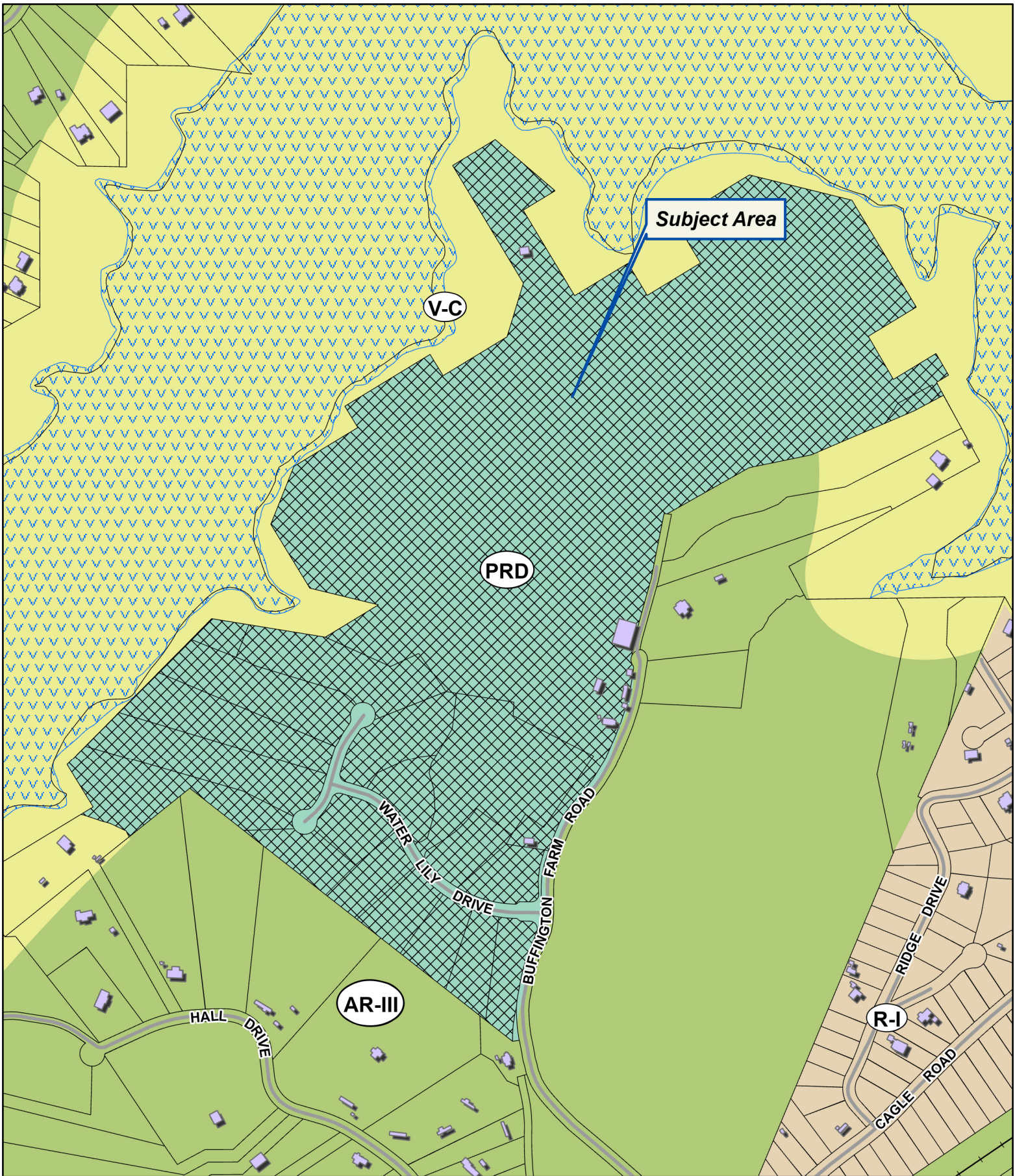
Tax Parcel #: 09105 000001, 09108 000107 - 000109, & 09106 000003, 000003A, 000007, 000013-000025

Location: 3293 & 3341 BUFFINGTON FARM ROAD & HASELTON ON LANIER SUBDIVISION, PHASE 1
GAINESVILLE, GA 30501

Commission District 3 PC Mtg. Date: 07/17/23



- Zoning Boundary
 - ▨ City Limits
 - Subject Area
 - Structure
- N
↑



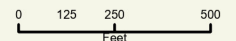
Applicant: ARABELLA CAPITAL, LLC

Tax Parcel #: 09105 000001, 09108 000107 - 000109, & 09106 000003, 000003A, 000007, 000013-000025

Location: 3293 & 3341 BUFFINGTON FARM ROAD & HASELTON ON LANIER SUBDIVISION, PHASE 1
GAINESVILLE, GA 30501

Commission District 3

PC Mtg. Date: 07/17/23



- Zoning Boundary
- ▭ City Limits
- ▨ Subject Area
- Structure



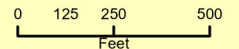





Applicant: ARABELLA CAPITAL, LLC

Tax Parcel #: 09105 000001, 09108 000107 - 000109, & 09106 000003, 000003A, 000007, 000013-000025

Location: 3293 & 3341 BUFFINGTON FARM ROAD & HASELTON ON LANIER SUBDIVISION, PHASE 1
GAINESVILLE, GA 30501

Commission District 3 **PC Mtg. Date: 07/17/23**



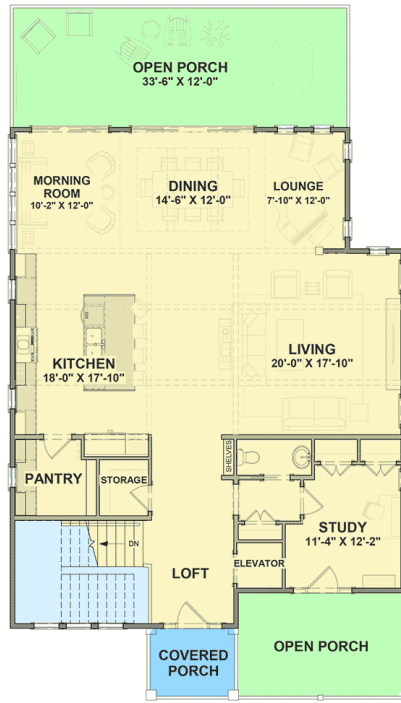
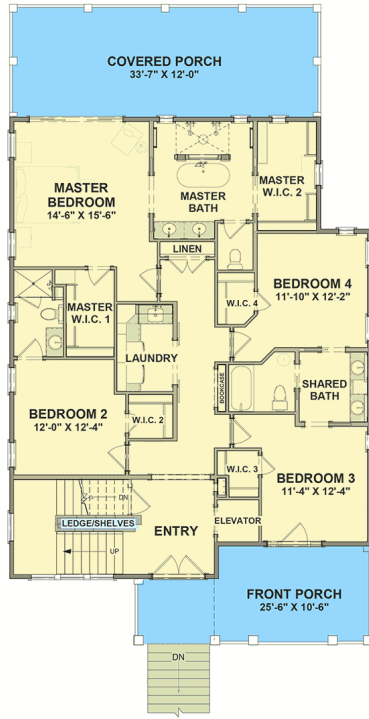
-  Zoning Boundary
-  City Limits
-  Subject Area



Low Country

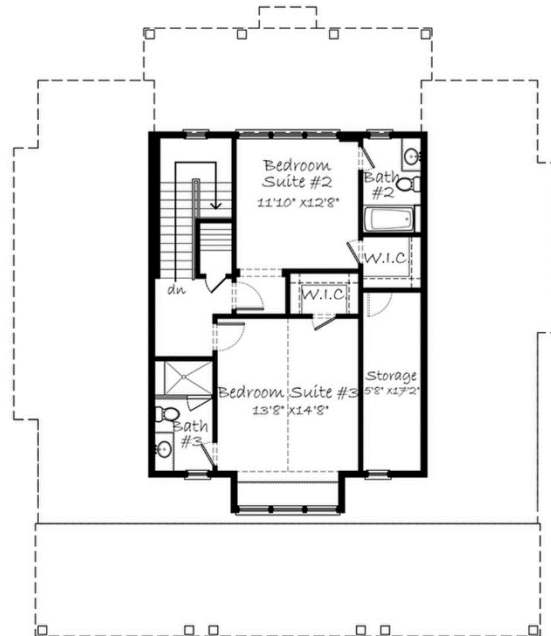
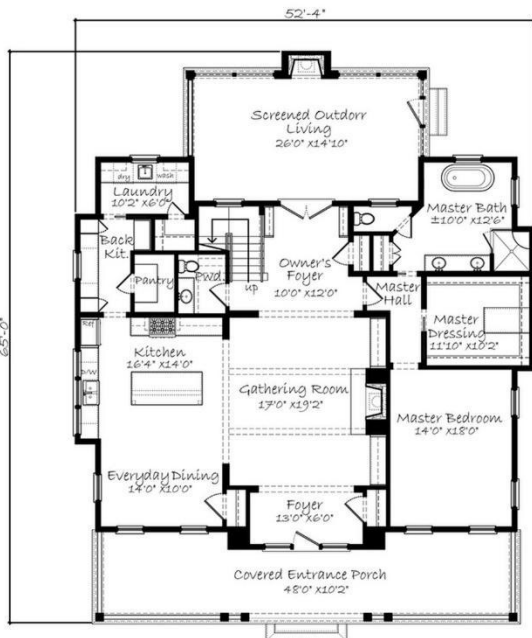
4-5 Beds | 3.5 Baths | 3450 SF





LOWCOUNTRY FARMHOUSE

3 Beds | 4 Baths | 2754 SF



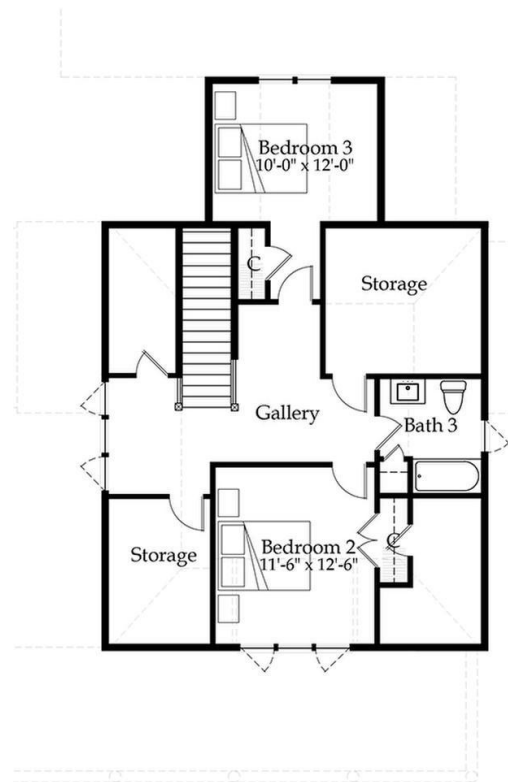
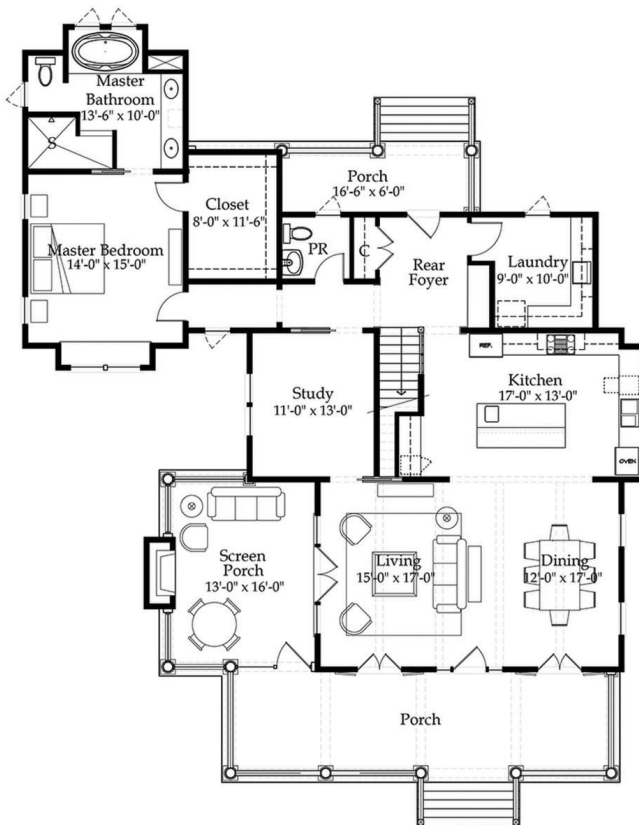
SUGARBERRY COTTAGE

3 Beds | 3 Baths | 1679 SF



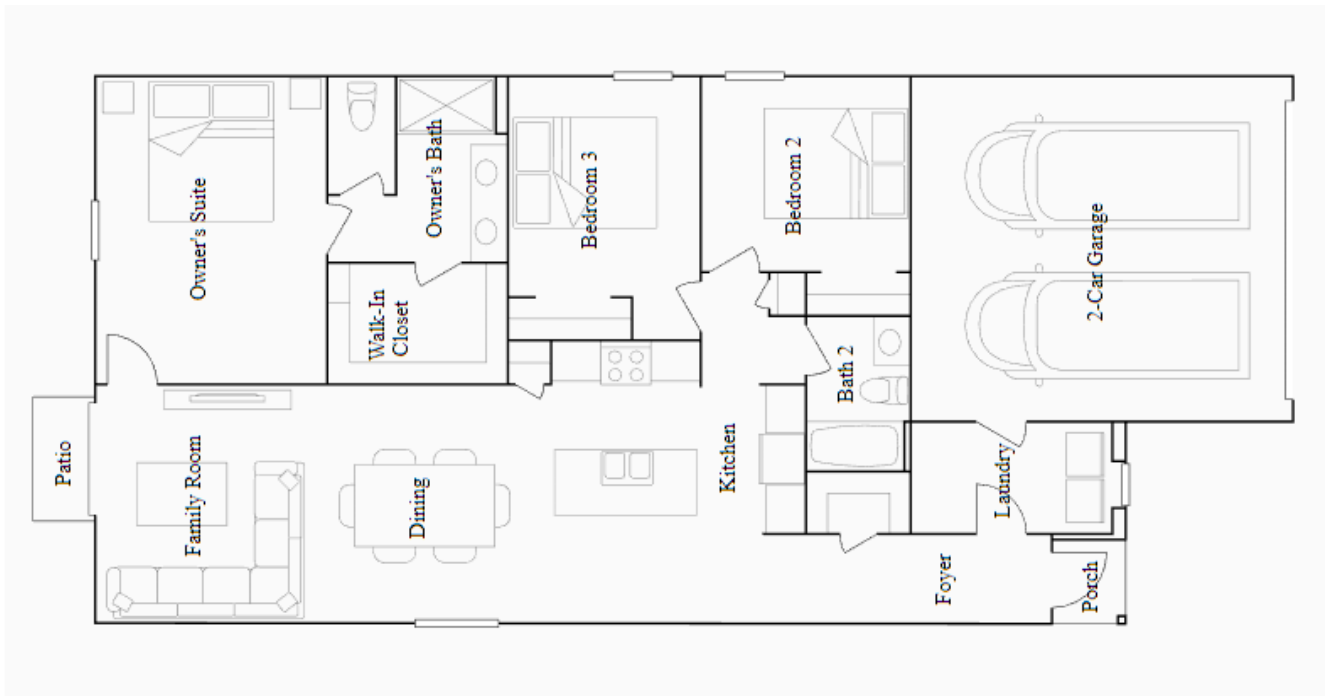
RIVER PLACE COTTAGE

3 Beds | 3 Baths | 2420 SF



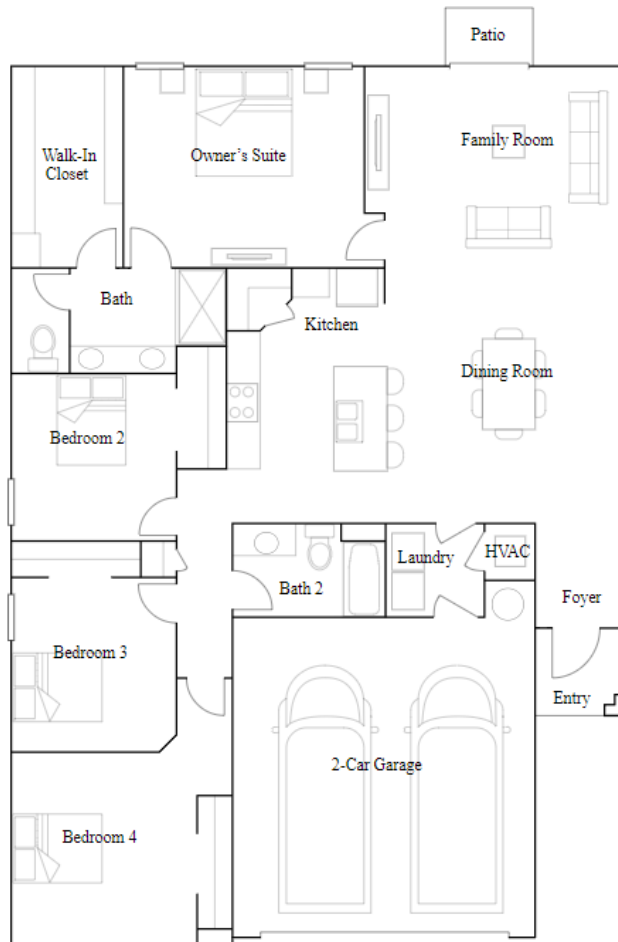
ANNAPOLIS

3 Beds | 2 Baths | 1600 SF



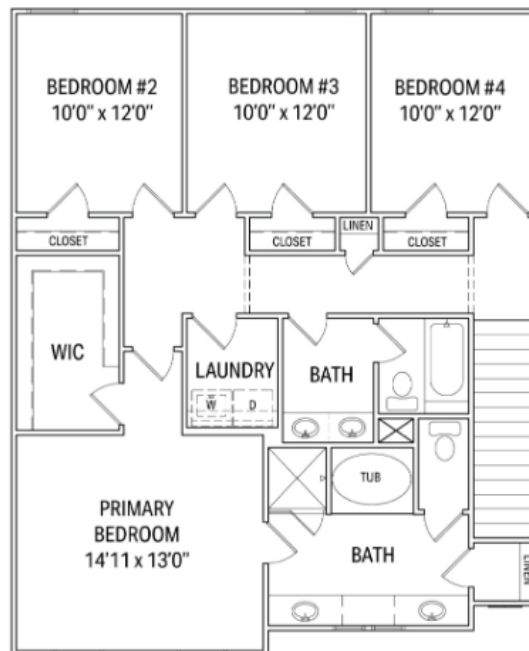
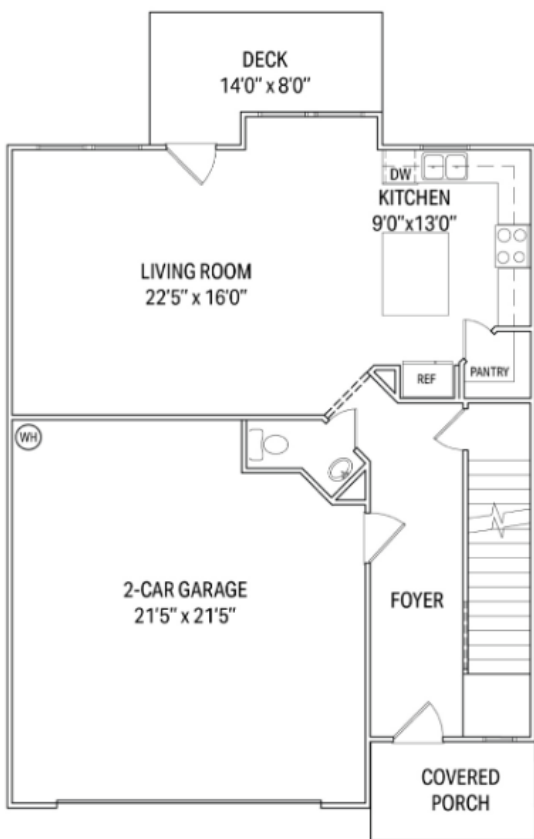
HARRISBURG

4 Beds | 2 Baths | 1779 SF



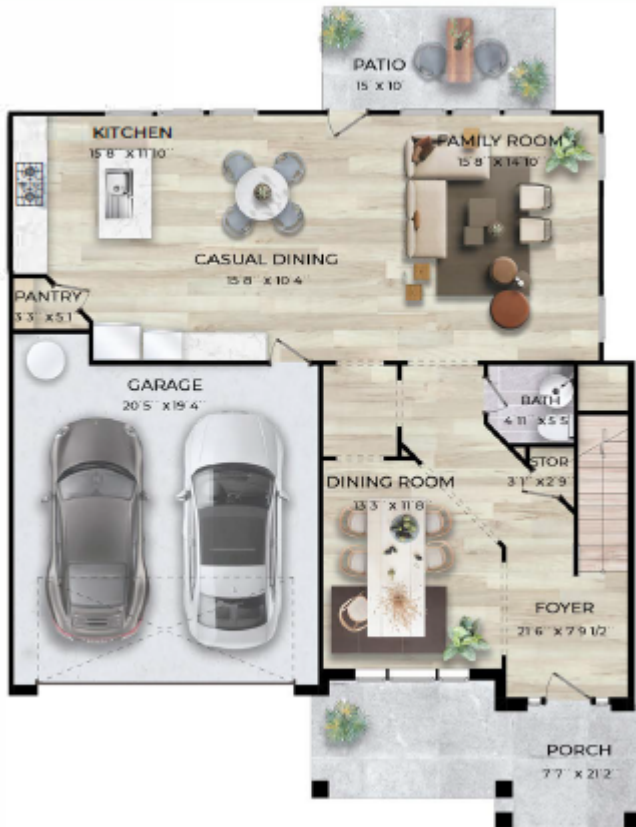
MACLAND

4 Beds | 2.5 Baths | 1931 SF



CREEKSIDE

4 Beds | 2.5 Baths | 2163 SF



000329

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 27 day of April
20 12 at 11:59 AM. Recorded in Deed
Book 6993 Page(s) 329-331
Charles Baker, Clerk By JL

009752

HALL COUNTY, Georgia
Real Estate Transfer Tax

Paid \$ 1100.00

Date 4-27-12

Charles Baker
Superior Court Clerk

By JL

PT61 069-2012 002486

0692012 002486

PLEASE RECORD AND RETURN TO:

✓ Hasty Pope, LLP
P.O. Box 1818
Canton, GA 30169
(File No. 44-12)

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

THIS DEED, made this 28th day of March in the Year of Our Lord Two Thousand Twelve, between **WOODSTOCK OVERLOOK, LLC**, a Georgia limited liability company ("Grantor") and **GREEN IMPLEMENTATION GROUP, LLC**, a Georgia limited liability company ("Grantee") (the terms "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural, and shall be deemed to refer equally to each of said persons, firms, or entities, their respective heirs, successors and assigns where the context hereof requires or permits, unless otherwise specifically provided herein).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property:

**SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF.**

TO HAVE AND TO HOLD the above-described tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in **FEE SIMPLE**.

THIS CONVEYANCE is made subject to state and county ad valorem real property taxes and assessments not yet due and payable and all zoning ordinances, easements, covenants and restrictions of record affecting said bargained premises.

000330

AND SUBJECT TO the title matters expressly set forth hereinabove, if any, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned has signed, sealed and delivered this Deed on behalf of and as a free act and deed of the company on the day and year first above written.

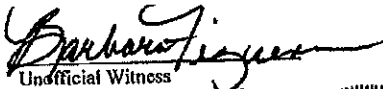
WOODSTOCK OVERLOOK, LLC

By:



CHRISTOPHER LITREL [SEAL]
Manager

Signed, sealed and delivered
in the presence of:



Unofficial Witness



Notary Public



S:\Cathy\CLOSINGS 2017-2012\44-12, Woodstock

000331

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 105, 106, 108 AND 109, 9TH DISTRICT, HALL COUNTY, GEORGIA, CONTAINING 39.29 ACRES, MORE OR LESS, AND BEING DESCRIBED ACCORDING TO THAT CERTAIN SURVEY FOR THE ESTATE OF HAROLD D. BUFFINGTON BY PATTON-PATTON & ASSOCIATES DATED NOVEMBER 1, 1988, AND ACCORDING TO SAID SURVEY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE IRON AT THE U.S. GOVERNMENT LINE ON THE LAND LOT LINE SEPARATING LAND LOTS 105 AND 109, SAID ANGLE IRON BEING NORTH 31 DEGREES 23 MINUTES 43 SECONDS WEST 400.08 FEET FROM THE CORNER COMMON TO LAND LOTS 105, 106, 108 AND 109 AND THENCE FROM SAID POINT OF BEGINNING SOUTH 80 DEGREES 40 MINUTES 30 SECONDS EAST ALONG THE U.S. GOVERNMENT LINE 462.81 FEET TO AN ANGLE IRON; THENCE SOUTH 65 DEGREES 41 MINUTES 23 SECONDS EAST 286.14 FEET TO AN IRON PIN; THENCE NORTH 58 DEGREES 18 MINUTES 48 SECONDS EAST 124.88 FEET TO AN IRON PIN; THENCE SOUTH 35 DEGREES 34 MINUTES 52 SECONDS EAST 187.82 FEET TO AN IRON PIN; THENCE SOUTH 02 DEGREES 51 MINUTES 13 SECONDS EAST 275.07 FEET TO AN IRON PIN; THENCE SOUTH 02 DEGREES 51 MINUTES 07 SECONDS WEST 54.45 FEET TO A 28" POLAR; THENCE SOUTH 69 DEGREES 12 MINUTES 40 SECONDS EAST 381.38 FEET TO AN IRON PIN; THENCE SOUTH 34 DEGREES 59 MINUTES 35 SECONDS WEST 350.75 FEET TO AN IRON PIN; THENCE NORTH 53 DEGREES 44 MINUTES 50 SECONDS WEST 89.86 FEET TO AN IRON PIN; THENCE SOUTH 30 DEGREES 05 MINUTES 56 SECONDS WEST 147.27 FEET TO AN IRON PIN; THENCE SOUTH 81 DEGREES 07 MINUTES 47 SECONDS EAST 155.43 FEET TO AN IRON PIN ON THE WESTERLY RIGHT OF WAY OF BUFFINGTON FARM ROAD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES; SOUTH 15 DEGREES 51 MINUTES 09 SECONDS WEST 68.65 FEET; THENCE SOUTH 09 DEGREES 29 MINUTES 26 SECONDS WEST 49.71 FEET; SOUTH 02 DEGREES 44 MINUTES 55 SECONDS EAST 45.04 FEET; THENCE SOUTH 05 DEGREES 11 MINUTES 18 SECONDS EAST 47.44 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 06 SECONDS WEST 47.84 FEET; THENCE SOUTH 05 DEGREES 09 MINUTES 10 SECONDS WEST 40.15 FEET; THENCE SOUTH 20 DEGREES 28 MINUTES 57 SECONDS WEST 48.00 FEET; THENCE SOUTH 25 DEGREE 10 MINUTES 39 SECONDS WEST 49.53 FEET; THENCE SOUTH 21 DEGREES 38 MINUTES 08 SECONDS WEST 60.39 FEET; THENCE SOUTH 16 DEGREES 14 MINUTES 16 SECONDS WEST 50.58 FEET; THENCE SOUTH 13 DEGREES 15 MINUTES 20 SECONDS WEST 48.62 FEET; THENCE SOUTH 11 DEGREES 51 MINUTES 44 SECONDS WEST 116.59 FEET; THENCE SOUTH 07 DEGREES 51 MINUTES 34 SECONDS WEST 88.09 FEET; AND THENCE SOUTH 02 DEGREES 14 MINUTES 42 SECONDS WEST 27.15 FEET TO A POINT, THENCE LEAVING SAID RIGHT OF WAY NORTH 51 DEGREES 50 MINUTES 54 SECONDS WEST 1632.31 FEET TO AN IRON PIN; THENCE SOUTH 51 DEGREES 17 MINUTES 52 SECONDS WEST 312.03 FEET TO THE CENTERLINE OF A BRANCH (WHICH LINE HAS AN IRON PIN SET 20.00 FEET OFF THE BRANCH); THENCE ALONG THE CENTERLINE OF THE BRANCH NORTH 38 DEGREES 41 MINUTES 40 SECONDS WEST 28.89 FEET; THENCE NORTH 59 DEGREES 55 MINUTES 37 SECONDS WEST 115.87 FEET; THENCE NORTH 62 DEGREES 11 MINUTES 15 SECONDS WEST 36.68 FEET AND NORTH 88 DEGREES 03 MINUTES 43 SECONDS WEST 32.86 FEET TO A POINT AT THE U.S. GOVERNMENT LINE; THENCE LEAVING THE BRANCH AND FINAL POLICY WILL INCLUDE ENDORSEMENTS CROSSING AN IRON PIN 20.00 FEET OFF THE BRANCH NORTH 58 DEGREES 47 MINUTES 52 SECONDS EAST 54.10 FEET TO AN ANGLE IRON PIN; THENCE CONTINUING ALONG THE U.S. GOVERNMENT LINE NORTH 31 DEGREES 23 MINUTES 43 SECONDS WEST 200.12 FEET TO ANGLE IRON; THENCE CONTINUING ALONG THE U.S. GOVERNMENT LINE NORTH 44 DEGREES 43 MINUTES 22 SECONDS EAST 824.25 FEET TO THE ANGLE IRON ON THE LAND LOT LINE SEPARATING LAND LOTS 105 AND 109 AND THE POINT OF BEGINNING. SAID PROPERTY CONSISTS OF TWO TRACTS, ONE CONTAINING 11.08 ACRES, MORE OR LESS AND BEING THE SAME PROPERTY CONVEYED TO HAROLD D. BUFFINGTON BY CHRISTINE S. BUFFINGTON BY WARRANTY DEED DATED MAY 7, 1982 AND RECORDED IN DEED BOOK 789, PAGE 553, AND ON TRACT CONTAINING 28.21 ACRES, MORE OR LESS, AND BEING THE SAME PROPERTY CONVEYED BY MARION BUFFINGTON AS EXECUTOR OF THE LAST WILL AND TESTAMENT OF RUTH WILLIAMS BUFFINGTON TO HAROLD BUFFINGTON AND GRACE BUFFINGTON BY EXECUTOR'S DEED DATED DECEMBER 30, 1981, RECORDED IN DEED BOOK 761, PAGE 520, HALL COUNTY, GEORGIA RECORDS.

Weissman, Nowack, Curry & Wilco P.C.
3500 Lenox Road
One Alliance Center, 4th Floor
Atlanta, GA 30326

Record and Return to:
Weissman, Nowack, Curry & Wilco, P.C.
615 Green Street, Suite A
Gainesville, GA 30501
File Number: GA160-11-0065

000794

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 14 day of June
20 11 at 11:40AM. Recorded in Deed
Book 6850 Page(s) 794
Charles Baker, Clerk By SB

010953

EXECUTOR'S DEED

STATE OF GEORGIA
COUNTY OF HALL

THIS INDENTURE, made this 1ST DAY OF JUNE, 2011 between JOHNNIE B. HICKS as Executor of the last will and testament of MARION W. BUFFINGTON aka MARION WILLIAM BUFFINGTON late of the State of GEORGIA and the County of HALL, deceased, hereinafter called Grantor, and GREEN IMPLEMENTATION GROUP, LLC, as party or parties of the second part, hereafter called Grantees (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, (acting under and by virtue of the power and authority contained in the said will, the same having been duly probated and recorded in Court of Probate HALL County, State of GEORGIA, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged), has granted, bargained, sold, and conveyed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 105 and 106 of the 9th District, Hall County, Georgia, being 70.73 acres, of Survey for Marion W. Buffington, as per Plat thereof recorded in Plat Book 127, pages 12-13, Hall County, Georgia, records, which Plat is incorporated herein and made a part hereof by reference for a more detailed description

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, forever IN FEE SIMPLE; in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

IN WITNESS WHEREOF my hand and seal, this 1st day of June, 2011.

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

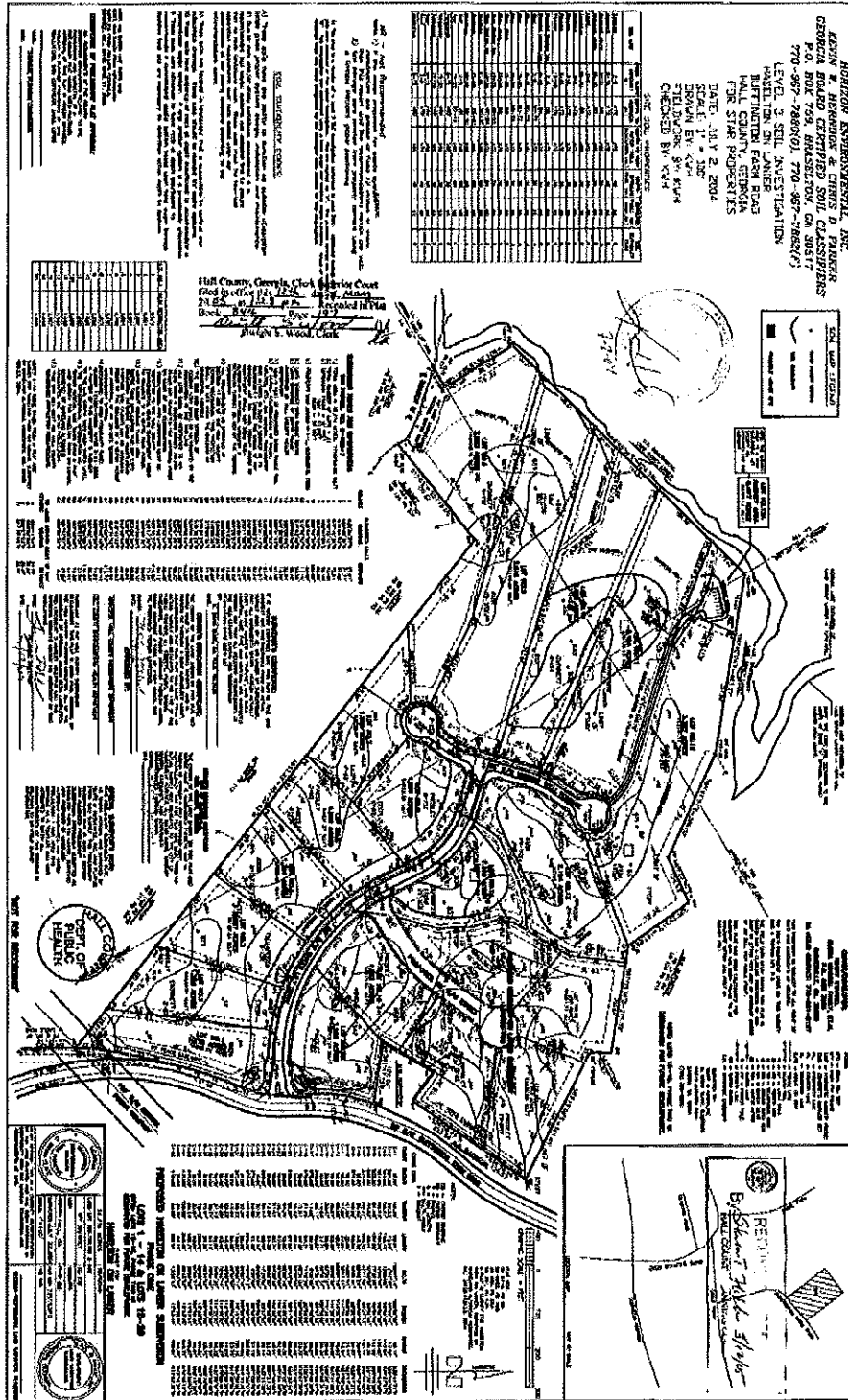
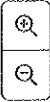
[Signature] (L.S.)
Johnnie B. Hicks, as Executor

[Signature]
Notary Public

My Commission Expires: _____
(Notary Seal)



HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid \$ 2350.00
Date June 14 2011
Charles Baker
Superior Court Clerk
By SB
PT61 069-2011 003227



Type: DEED Book: 07423 Page: 00755

HALL COUNTY, Georgia
Real Estate Transfer Tax

000755

Paid \$ -0-
Date 9-29-14
Charles Baker
Superior Court Clerk
By JN
PTS# 069-2014006278

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 29 day of September
20 14 at 3:19 pm, Recorded in Deed
Book 7423 Page(s) 755-758
Charles Baker, Clerk By JN

File: →

AFTER RECORDING PLEASE RETURN TO:
Coleman, Chambers & Rogers, LLP
1370 Thompson Bridge Road, Suite 300
Gainesville, GA 30501
File # 8033

018674

DEED PREPARATION ONLY
NO TITLE WORK CONDUCTED

QUITCLAIM DEED

STATE OF GEORGIA,
COUNTY OF HALL.

THIS INDENTURE is made this 25 day of September, 2014 between Marion Littleton Meeks, Jr., Trustee of the Marion Littleton Meeks Revocable Trust of April 10, 1995 (hereinafter referred to as "Grantor") and Mambo Cat, LLC (hereinafter referred to as "Grantee").

Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESSETH:

GRANTOR, for and in consideration of one dollar (\$1.00) received at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT-CLAIM unto Grantee the following described property:

See Exhibit "A" which is attached hereto and incorporated herein by reference for a more complete description of the subject property.

TO HAVE AND TO HOLD the said tract or parcel of land to Grantee, so that neither the Grantor nor its heirs, nor any other person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid tract or parcel of land or appurtenances, or any rights thereof.

000756

IN WITNESS WHEREOF, Grantor has hereunto set its hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Cheryl Thompson
Unofficial Witness

Lauren Leigh Thompson
Notary Public

Marion Littleton Meeks, Jr. (S/AL)
Marion Littleton Meeks, Jr.,
Trustee of the Marion Littleton
Meeks Revocable Trust of
April 10, 1995

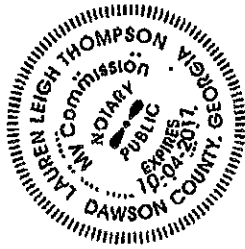


Exhibit "A"**000757****Tract I:**

All that tract or parcel of land lying and being in Land Lot 106 of the 9th Land District of Hall County, Georgia, being Lot 1, in the Pine Dale Section of Surfside Club Estates, as recorded in Plat Book 40, Page 6, Hall County Deed Records.

This conveyance made subject to restrictions recorded in Book 363, Page 3, Hall County Records.

Tract II:

All that tract or parcel of land with all improvements thereon, lying and being in Land Lot 106 of the 9th Land District of Hall County, Georgia, being Lots 2, 18, 19 and 20, Pine Dale Section of Surfside Club Estates, as recorded in Plat Book 40, Page 6, Hall County Records, which plat is incorporated herein by reference.

Tract III:

All that tract or parcel of land with all improvements thereon lying and being in Land Lot 106 of the 9th Land District, Hall County Georgia, being Lot 21 of the Pine Dale Section of Surfside Club Estates as recorded in Plat Book 40, Page 6, Hall County Plat Records, which plat is incorporated herein by reference for a more complete description of the subject property.

Tract IV:

All that tract or parcel of land lying and being mostly in Land Lot 106 and partly in Land Lot 108 in the 9th Land District of Hall County, Georgia, containing 86.29 acres according to plat by Farley Collins Associates, and being more particularly described as follows:

BEGINNING at an iron pin on the northwest side of the right of way of Cagle Road located 469.25 feet northeast of the centerline of Red Lane Road at its intersection with Cagle Road; thence North 56° 31' West 666.1 feet to an iron pin; thence northeast along the centerline of Buffington Farm Road 2982.42 feet to an iron pin; thence North 60° 43' East 408.92 feet to an iron pin; thence North 78° 27' East 254.59 feet to an iron pin; thence North 66° 56' East 450.21 feet to an iron pin; thence North 62° 01' East 132.07 feet to an iron pin; thence along line of property of United States South 28° 36' East 302.44 feet to an iron pin and South 61° 17' West 873.79 feet to an iron pin and South 28° 16' East 149.53 feet to an iron pin and North 89° 21' East 795.45 feet to an iron pin; thence South 23° 35' West 1121.48 feet to an iron pin; thence South 23° 29' West 85.39 feet to an iron pin; thence South 23° 21' West 224.79 feet to an iron pin; thence South 23° 23' West 300.57 feet to an iron pin; thence South 23° 05' West 150.82 feet to an iron pin; thence South 23° 26' West 259.48 feet to an iron pin; thence South 23° 19' West 59.70 feet to an iron pin; thence South 23° 06' West 89.87 feet to an iron pin; thence South 23° 24' West 89.84 feet to an iron pin; thence South 23° 15' West 612.13 feet to an iron pin on the right of way of Cagle Road; thence along the right of way of Cagle Road South 43° 49' West 224.59 feet to the beginning corner.

(Continued On Following Page)

Exhibit "A" Continued**000758**

Grantor further conveys to Grantee all mineral and water rights conveyed to Jesse L. Meeks and Mrs. Jesse L. Meeks by A. W. Bell, Jr., by deed recorded in Book 181, page 43, Hall County, Georgia Deed Records.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 106, 9th District of Hall County containing 4.58 acres as more particularly described on a survey prepared for Dr. M. L. Meeks by Henry Grady Jarrard, Georgia Registered Surveyor, dated February 7, 1991 as recorded in Plat Book 147, page 123 of the Hall County, Georgia Plat Records. Said plat description being specifically incorporated herein by reference for a more full and complete description.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 106, 9th District of Hall County containing 4.47 acres as more particularly described on a survey prepared for Dr. M. L. Meeks by Henry Grady Jarrard, Georgia Registered Surveyor, dated February 7, 1991 as recorded in Plat Book 147, page 123 of the Hall County, Georgia Plat Records. Said plat description being specifically incorporated herein by reference for a more full and complete description.

LESS AND EXCEPT:

That property conveyed in Warranty Deed from Marion Littleton Meeks Trust of April 10, 1995 by Marion Littleton Meeks, Sr., acting as Trustee, to Marion L. Meeks, Jr., dated February 26, 1998, recorded in Deed Book 3184, page 346, Hall County, Georgia Deed Records, the description contained in said deed being incorporated herein by reference for a complete description of said property.

LESS AND EXCEPT:

That property conveyed in Corrective Warranty Deed from Marion Littleton Meeks Trust of April 10, 1995 to Charles E. Castleberry and Helen E. Castleberry, dated March 23, 1998, recorded in Deed Book 3177, page 313, Hall County, Georgia Deed Records, the description contained in said deed being incorporated herein by reference for a complete description of said property.

LESS AND EXCEPT:

That property conveyed in Warranty Deed from Marion L. Meeks, Sr. and Marion Littleton Meeks Revocable Trust to Steven A. Dayringer and Sharon L. Dayringer, dated March 23, 1998, recorded in Deed Book 3160, page 109, Hall County, Georgia Deed Records, the description contained in said deed being incorporated herein by reference for a complete description of said property.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, June 9, 2023 12:09 PM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: Tentative HCPC Agenda 7.17.23

Please find Environmental Health comments below:

Item 1, 3271/3270 Buffington Farm Road, Arabella Capital: No comment, public sewer.

Item 2, 3293/3341 Buffington Farm Road, Arabella Capital: No comment, public sewer.

Items 3A/B, 110 Hall Street, Pirkle: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. All proposed structures must meet required setbacks to existing septic system and future repair areas.

Item 4, 7042 Baker Lane, Labovitz: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Septic Permit OSC-7948 was issued on February 24, 2023 to accommodate a 36' x 60' barn with bathroom.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
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)

Anael Dominguez (CDI: Planning)

From: Niebauer, Parker J <PNiebauer@dot.ga.gov>
Sent: Friday, June 9, 2023 3:53 PM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Cc: Chavers, Veronica E; Peevy, Jonathan
Subject: RE: Tentative Planning Agenda for July 17, 2023

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.

New Business (Pirkle Gutter and Laura Lavobitz) will not require GDOT Coordination.

Thank you,

Parker Niebauer

DITO Traffic Operations Supervisor



District 1 Division of Field Services
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8275 office
770.519.3223 cell

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, June 8, 2023 11:59 AM
Subject: Tentative Planning Agenda for July 17, 2023

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, July 17, 2023** 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, June 15th**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – June 19, 2023

OLD BUSINESS

1. [3271 & 3270 Buffington Farm Road | Rezone | from Agricultural-Residential-III \(AR-III\) and Vacation-Cottage \(V-C\) to Planned Residential Development \(PRD\) on a 55.54± acre tract located on the north side of Buffington Farm Road at its intersection with Cagle Road | Zoned AR-III & V-C; Tax Parcels 09106 000001A & 000005 \(pt.\) | Proposed use: 121-lot subdivision | ** Commission District 3 | Arabella Capital, LLC, applicant. NOTE: This application was tabled at the May 15th Planning Commission meeting.](#)
2. [3293 & 3341 Buffington Farm Road & Haselton On Lanier Subdivision, Phase 1 | Amend Conditions of PRD | on a 108.13± acre tract located on the west side of Buffington Farm Road at its intersection with Cagle Road | Zoned PRD; Tax Parcels 09105 000001, 09108 000107 - 000109, & 09106 000003, 000003A, 000007, 000013-000025 | Proposed use: 216-lot subdivision | ** Commission District 3 | Arabella Capital, LLC, applicant. NOTE: This application was tabled at the May 15th Planning Commission meeting.](#)

NEW BUSINESS

3. (A) [110 Hall Street | Variance | from 17.240.010 to reduce the front yard setback from 75 feet from centerline of the road to 25 feet from the centerline of the road | on a 0.44± acre tract located on the east side of Hall Street, approximately 439 feet from its intersection with Stringer Ave | Zoned I-I, Tax Parcel 00132 005030 | Proposed Use: commercial addition | * Commission District 4 | Pirkle Gutter Supply of Gainesville, LLC, applicant.](#)
(B) [110 Hall Street | Variance | from 17.240.010 to reduce the right side yard setback from 20 feet to 14 feet | on a 0.44± acre tract located on the east side of Hall Street, approximately 439 feet from its intersection with Stringer Ave | Zoned I-I, Tax Parcel 00132 005030 | Proposed Use: bring existing commercial structure into compliance | * Commission District 4 | Pirkle Gutter Supply of Gainesville, LLC, applicant.](#)
4. [7042 Baker Lane | Rezone | from Agricultural Residential-IV to Planned Commercial Development \(PCD\) on a 32.02± acre tract located on the terminus of Baker Lane | Zoned AR-IV; Tax Parcel 12037 000003 | Proposed use: agricultural business | ** Commission District 3 | Laura Labovitz, applicant.](#)

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, August 24, 2023** 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 10, 2023. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

From: Bill Nash, Director of Public Works and Utilities

Date: June 15, 2023

Subject: July 17, 2023 - Hall County Planning Commission Agenda

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Srikanth Yamala

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the July 17, 2023 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [3271 & 3270 Buffington Farm Road | Rezone | from Agricultural-Residential-III \(AR-III\) and Vacation-Cottage \(V-C\) to Planned Residential Development \(PRD\) on a 55.54± acre tract located on the north side of Buffington Farm Road at its intersection with Cagle Road | Zoned AR-III & V-C; Tax Parcels 09106 000001A & 000005 \(pt.\) | Proposed use: 121-lot subdivision | ** Commission District 3 | Arabella Capital, LLC, applicant. NOTE: This application was tabled at the May 15th Planning Commission meeting.](#)
 - a. **Engineering:** : The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wretched vegetation not center line of stream Show stream buffer and impervious setback from wretched vegetation not center line of stream All lots to be accessed by internal roads Phase #3 comments already on package Phase #3 (19) lots on Buffington Farm Road with driveways on (BF RD)
 - b. **Traffic:** Recommend requiring a left turn lane and deceleration lane on Cagle Road for Buffington Farm Road.
 - c. **Utilities:** Hall county sewer district- sewer connection may be within feasible distance

2. [3293 & 3341 Buffington Farm Road & Haselton On Lanier Subdivision, Phase 1 | Amend Conditions of PRD | on a 108.13± acre tract located on the west side of Buffington Farm Road at its intersection with Cagle Road | Zoned PRD; Tax Parcels 09105 000001, 09108 000107 - 000109, & 09106 000003, 000003A, 000007, 000013-000025 | Proposed use: 216-lot subdivision | ** Commission District 3 | Arabella Capital, LLC, applicant. NOTE: This application was tabled at the May 15th Planning Commission meeting.](#)

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Show stream buffer and impervious setback from wretched vegetation not center line of stream.
Phase 1 & 2 has our comments in staff recommendations
Phase #2 lots at the end of road not in S/D but they are wanting to put gate at the end of Buffington Farm Road
 - b. **Traffic:** Recommend requiring a left turn lane and deceleration lane on Cagle Road for Buffington Farm Road.
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3. [\(A\) 110 Hall Street | Variance | from 17.240.010 to reduce the front yard setback from 75 feet from centerline of the road to 25 feet from the centerline of the road | on a 0.44± acre tract located on the east side of Hall Street, approximately 439 feet from its intersection with Stringer Ave | Zoned I-I, Tax Parcel 00132 005030| Proposed Use: commercial addition | * Commission District 4 | Pirkle Gutter Supply of Gainesville, LLC, applicant.](#)
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- a. **Engineering:** No Comment
 - b. **Traffic:** No comment
 - c. **Utilities:** No Comment
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The 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
FEMA and Hall County studied Flood plains present on site.
Show stream buffer and impervious setback from wretched vegetation not center line of stream
 - b. **Traffic:** No Comment
 - c. **Utilities:** Hall county sewer district- sewer connection may be within feasible distance



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

From: Bill Nash, Director of Public Works and Utilities

Date: June 15, 2023

Subject: July 17, 2023 - Hall County Planning Commission Agenda

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Srikanth Yamala

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

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FEMA and Hall County studied Flood plains present on site.
Show stream buffer and impervious setback from wretched vegetation not center line of stream
 - b. **Traffic:** No Comment
 - c. **Utilities:** Hall county sewer district- sewer connection may be within feasible distance

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Monday, May 1, 2023 4:45 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning); Michael Vieira (Fire Services)
Subject: Fire Comments

Monday, May 15th, 2023 Hall County Planning Commission Meeting.

1. [3293 & 3341 Buffington Farm Road & Haselton On Lanier Subdivision, Phase 1 | Amend Conditions of PRD | on a 108.13± acre tract located on the west side of Buffington Farm Road at its intersection with Cagle Road | Zoned PRD; Tax Parcels 09105 000001, 09108 000107 - 000109, & 09106 000003, 000003A, 000007, 000013-000025 | Proposed use: 121-lot subdivision | ** Commission District 3 | Arabella Capital, LLC, applicant.](#)

Phase 1,2 and 3 must meet the following fire codes below.

503.2.2 Authority.

The *fire code official* shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction. The fire apparatus access roads shall comply with the requirements of this section and Appendix D of the International Fire Code 2018 edition including Georgia State modifications.

Georgia State Modifications Below:

Add a new section, Appendix D 107.1, as follows:

Developments of one- or two-family dwellings where the number of dwelling units exceeds 120 shall be provided with two separate and approved fire apparatus access roads. Phase 2 is proposed to have 136 dwelling units.

Exceptions:

1. Where there are more than 120 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.
3. The fire apparatus access roads cannot be installed because of location on the property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided. Plans shall accompany the written request that delineate improvements to proposed fire apparatus access roads approved by the fire code official of the local responding fire department. Recommended compliance alternatives for residential developments having less than the minimum of two entrances includes, but is not limited to one of more of the following alternative remedies:

1. Enhanced turning radii to meet local responding fire department requirements; and/or
2. Increased road widths to meet local responding fire department requirements; or **The Hall County Fire Marshal's Office requires road widths of 26' when the number of dwellings exceed 120 in residential developments.**
3. Fire Lane signs per D103.6 in locations determined by the Fire Code Official; or
4. The absence of dead-end streets and cul-de-sacs; and unless the requirements meet or exceed Table D103.4 for Fire Apparatus Access Roads; or
5. The primary entrance roadway being a boulevard with medians and each lane meeting fire access road widths; or
6. Single entrance roads providing a dedicated emergency lane separating each drive lane; or
7. Additional fire apparatus access road which is permitted to be a roadway or approved surface not accessible to motor vehicles, designed by a registered design professional to meet the loading requirements and minimum specifications of Appendix D; and this surface provides all weather conditions capabilities for emergency fire department access; or
8. Statement by Fire Code Official that the Plans submitted meet the requirements of Exception 3 and/or Appendix D for access by local responding fire department

Pursuant to O.C.G.A. Title 25-2-12 (e)(4) the local fire official, building official, or developer may obtain a waiver when adequate access appropriate for the fire apparatus of the local responding fire department is not met or provided by using alternative methods on a waiver form designed and prescribed by the Safety Fire Commissioner. The State Fire Marshal or designated representative shall respond within 30 days for the decision for approval or disapproval or recommendations for modifications to the Plan. If the 30-day time frame is not met, the Plans submitted shall be deemed to be approved.

Add a new section, Appendix D 107.2, as follows:

Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

503.2.5 Dead ends.

Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an *approved* area for turning around fire apparatus. See Table D103.4 Requirements for dead end fire apparatus roads.

503.6 Security gates.

The installation of security gates across a fire apparatus access road shall be *approved by the fire code official*. Where security gates are installed, they shall have an *approved* means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic

operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200. Knox key switch override device shall be installed at each gate that is access controlled.

Fire apparatus roads shall not terminate abruptly at a security gate, approved turnaround shall be provided.

507.5.1 Where required.

Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an *approved* route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the *fire code official*. All proposed dwellings shall be no greater than 400' hose lay distance from a fire hydrant as the fire truck travels.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1

Lieutenant, Hall County Fire Rescue

Hall County Government

Main: 770-531-6838 | Cell: 404-597-0083

Website: www.Hallcounty.org





Buffington Farm Road Tract

Traffic Impact Study

Prepared for:

Arabella Capital, LLC

Prepared by:

KCI Technologies Inc.

2160 Satellite Boulevard, Suite 130

Duluth, GA 30097

www.kci.com

678.990.6200

June 2023

KCI Project #242200426.01

A stylized, monochromatic blue illustration of a cityscape. It features various buildings of different heights, a street with several cars, and a large tree on the right side. The scene is set against a dark blue background with a subtle pattern of light blue dots.

**RISE TO THE
CHALLENGE**



Buffington Farm Road Tract

Traffic Impact Study

Prepared for:
Arabella Capital, LLC

Prepared by:
KCI Technologies Inc.
2160 Satellite Boulevard, Suite 130
Duluth, GA 30097
www.kci.com
678.990.6200

June 2023

KCI Project #242200426.01



6/6/2023

RISE TO THE
CHALLENGE



Executive Summary

The purpose of this study is to evaluate the potential traffic impacts of the proposed *Buffington Farm Road Tract* development. The site is in Hall County and located along the west and east side of Buffington Farm Road, an existing public road. Based on the concept plan (dated 03/27/2023), the +/-171.99-acre development will include a total of 337 detached single-family homes. The concept plan (see Appendix B) for the development illustrates the conditions in the study area, including the three phases of the proposed development and proposed access. Vehicular traffic access to the site is proposed via the existing intersection of Buffington Farm Road at Cagle Road. Access from the three phases of development is proposed at two driveways along Buffington Farm Road and extending Buffington Farm Road (into phase 2 of the development).

Cagle Road is a two-lane roadway with a 35-mph posted speed limit in the area of the proposed development. White Sulphur Road is a two-lane roadway with a 35-mph posted speed limit near the site. Buffington Farm Road is a two-lane dead-end roadway with residential land use along its length. The existing site is undeveloped.

For the purposes of the traffic study, the analysis included the expected completion (build-out) of the development by year 2025. This study performed an analysis of existing traffic conditions and future traffic conditions. The future conditions analysis was performed for the year 2025 No-Build Conditions and the year 2025 Build Conditions (with the Buffington Farm Road Tract development).

The traffic impact study network consisted of two intersections. The study intersections were Cagle Road at Buffington Farm Road and White Sulphur Road at Cagle Road. It is important to note a Hall County roadway project is programmed for White Sulphur Road and involves shifting White Sulphur Road to the south side of the railroad tracks which would cut off White Sulphur from intersecting with Cagle Road. Therefore, future conditions analyses were not performed for Cagle Road at White Sulphur Road (the intersection is removed).

The results of the traffic analysis indicate the intersections of Cagle Road at Buffington Farm Road and White Sulphur Road at Cagle Road currently operate at level of service A during both the AM and PM peak hours.

In the future year 2025 No-Build conditions (without the Buffington Farm Road Tract development traffic volumes) the study intersection of Buffington Farm Road at Cagle Road is expected to operate at acceptable levels of service during both the AM and PM peak hours.

In the future year 2025 Build Conditions (with the Buffington Farm Road Tract development traffic volumes), the study intersection of Buffington Farm Road at Cagle Road is expected to operate at acceptable levels of service during the AM and PM peak hours. Additionally, the two driveways on Buffington Farm Road are expected to operate at acceptable levels of service during the AM and PM peak hours.

Due to overall low traffic volumes in the vicinity of the project site, the existing roadway capacity and lane configuration is expected to be sufficient to accommodate future traffic volumes in the area. No roadway improvements are recommended along Buffington Farm Road or at the study intersections.

Based on estimated traffic volumes in the year 2025 Build year conditions, and Buffington Farm Road is a dead-end road, the following driveway geometric recommendations are provided at the site access driveways:

- Buffington Farm Road at Driveway #1 (Access to Phase 1)
 - Driveway (two lane: one entry lane and one exit); driveway to be stop-control
- Buffington Farm Road at Driveway #3 (Access to Phase 3)
 - Driveway (two lane: one entry lane and one exit); driveway to be stop-control

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A: Figures

- Figure 1 – Location Map
- Figure 2 – Aerial & Access Locations
- Figure 3 – Existing Traffic Conditions
- Figure 4 – Project Trip Distribution
- Figure 5 – Build (Year 2025) Traffic Conditions
- Figure 6 – Build (Year 2025) ADT Traffic Conditions

B: Concept Plan

C: Traffic Count Data

D: GDOT Traffic Data

E: Intersection Volume Development

F: Capacity Analysis Reports

G: Hall County Roadway Plan

1. Existing Conditions

1.1 Site Conditions

The proposed development is located on undeveloped property. **Figure 1** provides a general location map. **Figure 2** is an aerial that shows the site location and the proposed site driveways (Figures included in Appendix A). Access to the property is proposed to be provided at three locations along Buffington Farm Road (The concept plan is included in Appendix B). Nearby land uses are predominantly residential homes. The development is also located along Lake Lanier.

1.2 Roadway Conditions

Cagle Road is a two-lane roadway, with a 35mph posted speed limit in the area of the proposed development. Cagle Road is a northeast-southwest oriented roadway in the vicinity of the development. GDOT classifies Cagle Road as a Local Road. The roadway has grassed, rural shoulders on both the east and west side, with no sidewalks.

White Sulphur Road is a two-lane roadway, with a 35mph posted speed limit in the area of the proposed development. White Sulphur Road is an east-west oriented roadway in the vicinity of its intersection with Cagle Road. GDOT classifies White Sulphur Road as a Major Collector to the east and Minor Arterial to the west. The roadway has grassed, rural shoulders on both the north and south side, with no sidewalks.

Buffington Farm Road is a narrow two-lane dead-end public roadway. It is classified as a Local Road. The roadway has grassed, rural shoulders on both the east and west side, with no sidewalks.

Cagle Road at Buffington Farm Road and White Sulphur Road at Cagle Road are both side-street stop-controlled intersections. Buffington Farm Road is the side-street at its intersection with Cagle Road while Cagle Road is the side-street at its intersection with White Sulphur Road.

1.3 Traffic Volumes

Traffic counts were collected on Tuesday, May 16, 2023, for use in the traffic analysis. Hall County public schools were in session. Two 24-hour volume counts were collected, one on Cagle Rd south of Buffington Farm Rd and one on Buffington Farm Rd, west of Cagle Rd. The existing Average Daily Traffic (ADT) on Cagle Road is 1,459 vehicles and the existing ADT on Buffington Farm Road is 88 vehicles. Additionally, the traffic data collected included intersection turning movement counts at the following locations during the 7-9AM and 4-6PM peak periods.

1. Cagle Road at Buffington Farm Road
2. White Sulphur Road at Cagle Road

Historical traffic volume data available from the GDOT TADA source were utilized to inform the annual growth factor. The two locations are indicated in Appendix D. The two locations are:

- GDOT Count Station #139-0538 located on White Sulphur Road, east of Harrington Road.
- GDOT Count Station #139-0536 located on White Sulphur Road, between Ramsey Circle.

2. Future Conditions

2.1 Future No-Build Traffic Volumes

Future No-Build traffic volumes were developed by reviewing the historical traffic volumes roadways within the vicinity of the project and historic population growth in the county. Two GDOT count stations in the area were reviewed. The annual historic compound growth rate at the GDOT count stations averaged to 1.9% per year. Hall County's population growth rate was most recently reported as 1.2% per year in 2020. The Governor's Office of Planning and Budget developed population projections which indicates an estimated growth of 1.5% per year by 2025 in Hall County.

Considering this data, a 1.6% per year growth rate to account for background traffic volume growth was used in the traffic study. For the purposes of this study the proposed development is expected to be completed and opened by 2025. A 1.6% per year growth rate was applied to the 2023 existing volumes to calculate year 2025 No-Build traffic volumes. The 2025 No-Build traffic volumes are indicated in the Intersection Volume Development tables included in the Appendix E.

Additionally, the roadway network modification due to the Hall County project (explained in next section), resulted in re-routing existing vehicles crossing the railroad and traveling on White Sulphur Road. Based on the Hall County in-progress plans, and a review of the road network, the existing volume was redirected to White Sulphur Road to the south. This would provide access towards Gainesville and to I-985.

2.2 Future Roadway Conditions

A review of Georgia DOT and Gainesville-Hall Metropolitan Planning Organization planned and programmed transportation projects was performed. Hall County has two planned projects near the proposed development:

- PI 1162100: White Sulphur Road Realignment involves realigning White Sulphur Road to be on the south side of the railroad tracks and will remove the intersection of White Sulphur Road at Cagle Road near the development. This project is expected to be completed in 2024. A PDF of the in-progress roadway plan (cover sheet only) indicating the modification is included in Appendix G.
- Cagle Road Improvements
 - This project is a repaving project of Cagle Road just north of the proposed development.

3. Proposed Development Traffic

Project traffic was calculated for the proposed development. Project traffic is defined as the vehicular trips expected to be generated by the development and distributed over the roadway network.

3.1 Trip Generation

The project driveway volumes were calculated based on the Institute of Transportation Engineers' (ITE) Trip Generation Manual, Eleventh Edition. The development proposes a total of 337 detached single-family homes for all three phases of development. The most applicable ITE land use (LU) codes is LU 210 (Single-Family Detached). Due to the development type, pass-by reductions and internal capture reductions were not included for the traffic analysis. **Table 1** below summarizes the trips expected daily, during the AM peak hour and during the PM peak hour for the development.

Land Use (ITE Code)	Units	Daily Trips	AM Peak Hour			PM Peak Hour		
		Two-Way Total	Enter	Exit	Total	Enter	Exit	Total
Single-Family Detached (210)	337	3,179	61	183	244	205	121	326

3.2 Trip Distribution and Assignment

An overall trip distribution and assignment of project trips was based on existing traffic patterns and a review of land uses and the street network in the area. This information was used to apply the project traffic volumes at the study intersections. Additionally, the roadway network modification due to the Hall County project was considered. The directional distribution for the proposed development is estimated to be:

- 10% to/from the northeast along Cagle Road
- 90% to/from the southwest along White Sulphur Road

Figure 4 (in Appendix A) illustrates the residential trip distribution in the study area. All site generated trips will access the roadway network through Buffington Farm Road.

3.3 Future Build Traffic Volumes

The 2025 future Build traffic volumes were calculated by adding the proposed development (Buffington Farm Road Tract) traffic volumes to the projected year 2025 No-Build traffic volumes. **Figure 5** (in Appendix A) illustrates the year 2025 Build traffic volumes.

4. Capacity Analysis

Capacity analysis was performed at the study intersections for the weekday AM and PM peak hours. Intersection Level of Service (LOS) was calculated based on the methodologies contained in the Highway Capacity Manual, 6th Edition. The Synchro Studio software, which utilizes the HCM 6th Edition methodology, was utilized to perform the analyses.

Capacity is defined as the maximum number of vehicles that can pass over a particular road segment or through a particular intersection within a specified period under prevailing roadway, traffic, and control conditions. Level of service (LOS) is used to describe the operating characteristics of a road segment or intersection in relation to its capacity. LOS is defined as a qualitative measure that describes operational conditions and motorist's perceptions. The Highway Capacity Manual defines six levels of service, LOS A through LOS F. Level of service A indicates excellent operations with little delay to motorists, while level of service F indicates extremely long delay.

Level of service for unsignalized intersections is calculated for the average control delay incurred for vehicles on the stop control approach, compared to the average control delay per vehicle for all approaches at a signalized intersection. Control delay for vehicles include initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. **Table 2** below indicates the relationship between delay and LOS for signalized and unsignalized intersections, respectively. Level-of-service "E" is typically considered to be the limit of acceptable delay.

Several factors affect the controlled delay for unsignalized intersections, including the availability of gaps in the cross-street traffic, and acceptable gap time to make the movement from the stop position. For stop-control intersections, LOS E and F exist when there are insufficient gaps in traffic, resulting in long delays. Low level of service for stop-control approaches are not uncommon at major cross-streets.

Table 2: Level of Service Criteria		
Level of Service	Average Control Delay Per Vehicle (sec)	
	Signalized Intersection	Unsignalized Intersection
A	≤10	≤10
B	>10 and ≤20	>10 and ≤15
C	>20 and ≤35	>15 and ≤25
D	>35 and ≤55	>25 and ≤35
E	>55 and ≤80	>35 and ≤50
F	>80	>50

4.1 Existing Conditions Capacity Analysis

Capacity analysis was performed for the year 2023 traffic volumes and the existing roadway conditions. The existing traffic conditions are illustrated in **Figure 3**. **Table 3** summarizes the results of the capacity analysis.

Table 3: Existing Year (2023) Level of Service				
Intersection	Intersection Control	Approach	AM Peak Hour LOS (Delay*)	PM Peak Hour LOS (Delay*)
Cagle Road at Buffington Farm Road	Stop-control	EB	A (9)	A (9)
White Sulphur Road at Cagle Road	Stop-control	SB	B (11)	B (11)

**Average vehicle delay in seconds*

Both study intersections are currently operating at an acceptable level of service in both the AM and PM peak hours.

4.2 Future No-Build Conditions Capacity Analysis

Capacity analysis was performed for the year 2025 Future Conditions and includes the No-Build traffic volumes (without the Buffington Farm Road Tract development traffic) and the existing roadway conditions for one intersection. Since the intersection of White Sulphur Road at Cagle Road is expected to be removed by year 2025, the intersection was not analyzed in future year conditions. **Table 4** summarizes the results of the capacity analysis for the Future No-Build Conditions.

Table 4: Future Year (2025) No-Build Level of Service				
Intersection	Intersection Control	Approach	AM Peak Hour LOS (Delay*)	PM Peak Hour LOS (Delay*)
Cagle Road at Buffington Farm Road	Stop-control	EB	A (9)	A (9)

**Average vehicle delay in seconds*

The study intersection is expected to continue operating at an acceptable level of service during both the AM and PM peak hours.

4.3 Future Build Conditions Capacity Analysis

Capacity analysis was performed for the year 2025 Future Conditions and includes the No-Build traffic volumes plus the Buffington Farm Road Tract development volumes. The Build traffic conditions and volumes are illustrated in **Figure 5**. **Table 5** summarizes the results of the capacity analysis.

Table 5: Future Year (2025) Build Level of Service				
Intersection	Intersection Control	Approach	AM Peak Hour LOS (Delay*)	PM Peak Hour LOS (Delay*)
Cagle Road at Buffington Farm Road	Stop-control	EB	B (10)	B (10)
Buffington Farm Road at Driveway #1 (Access to Phase #1)	Stop-control	NB	B (10)	B (10)
Buffington Farm Road at Driveway #3 (Access to Phase #3)	Stop-Control	SB	A (9)	A (9)

**Average vehicle delay in seconds*

The study intersection is expected to operate at an acceptable level of service during both the AM and PM peak hours. Additionally, both driveways are expected to operate at acceptable levels of service during both the AM and PM peak hours.

The existing intersection is not expected to need any geometric modifications due to the low volume on both Cagle and Buffington Farm Road.

5. Recommendations

Recommendations for access for the proposed development are based on existing conditions, the proposed development use, and expected traffic volumes. The need for dedicated turn lanes at the study intersections and appropriate traffic control (i.e. stop control) were reviewed. Recommendations included reviewing Hall County Code of Ordinances requirements, knowledge of general transportation standards, and engineering judgment.

Hall County Code of Ordinance 16.60.290 identifies when deceleration and turn lanes are required at development driveways, which is primarily based on roadway ADT and number of proposed residential lots. The Ordinance states the Hall County Traffic Engineer determines if any improvements are required.

The estimated daily traffic volumes along the study roadways and at the proposed development driveways is illustrated in **Figure 6**. Due to the low volumes on Buffington Farm Road, the volumes generated by the development are not expected to have a major impact on operations of the existing intersection of Buffington Farm Road at Cagle Road. The existing roadway capacity and lane configuration is expected to be sufficient to accommodate future traffic volumes at the intersection. No roadway improvements are recommended along Buffington Farm Road or at the intersection.

5.1 Recommended Driveway Geometry

Vehicular traffic access to the site is proposed via the existing intersection of Buffington Farm Road at Cagle Road. Access from the three phases of development is proposed at two driveways along Buffington Farm Road and extending Buffington Farm Road (into phase 2 of the development).

Based on estimated traffic volumes in the year 2025 Build year conditions, and Buffington Farm Road is a dead-end road, the following driveway geometric recommendations are provided at the site access driveways:

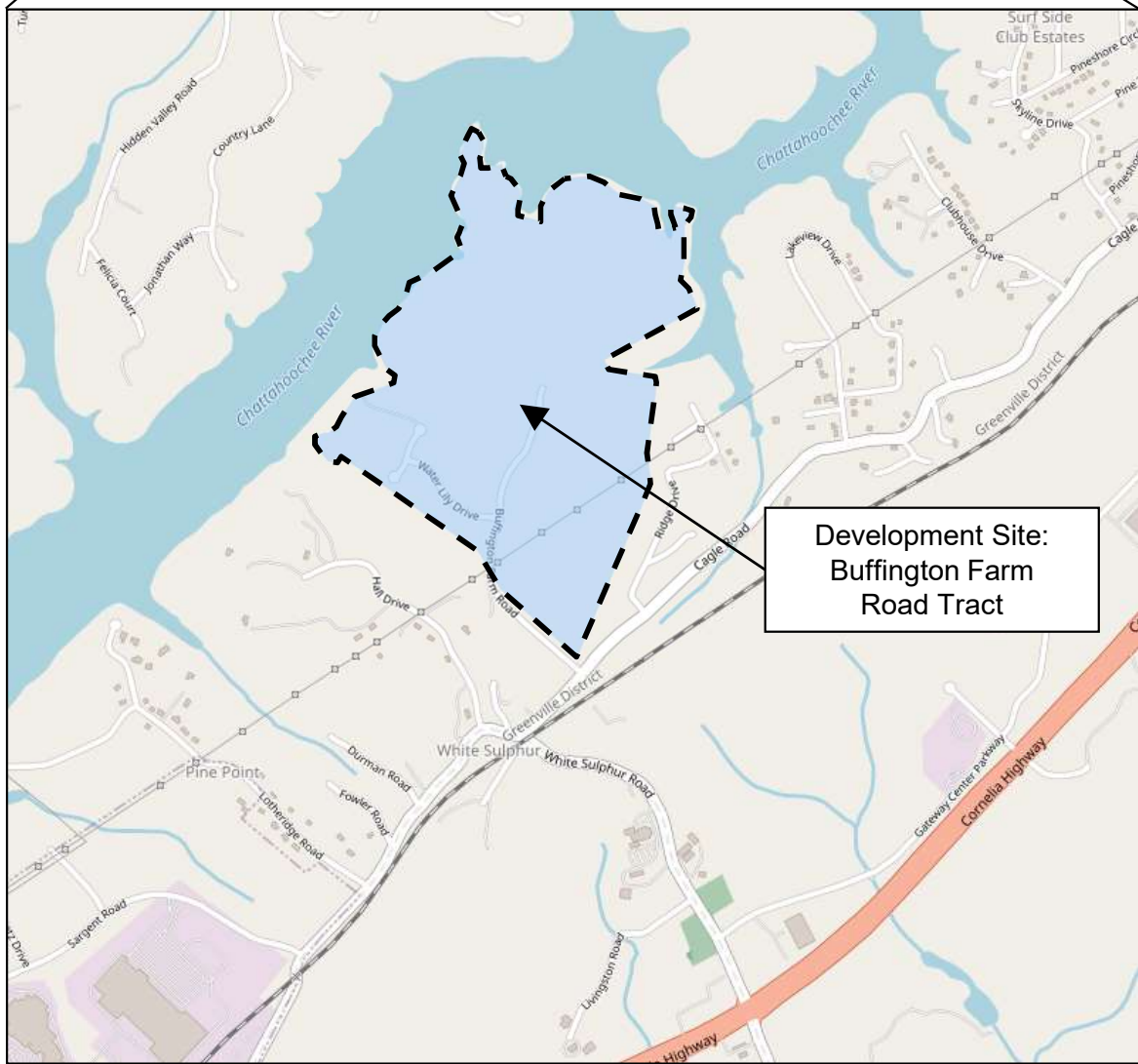
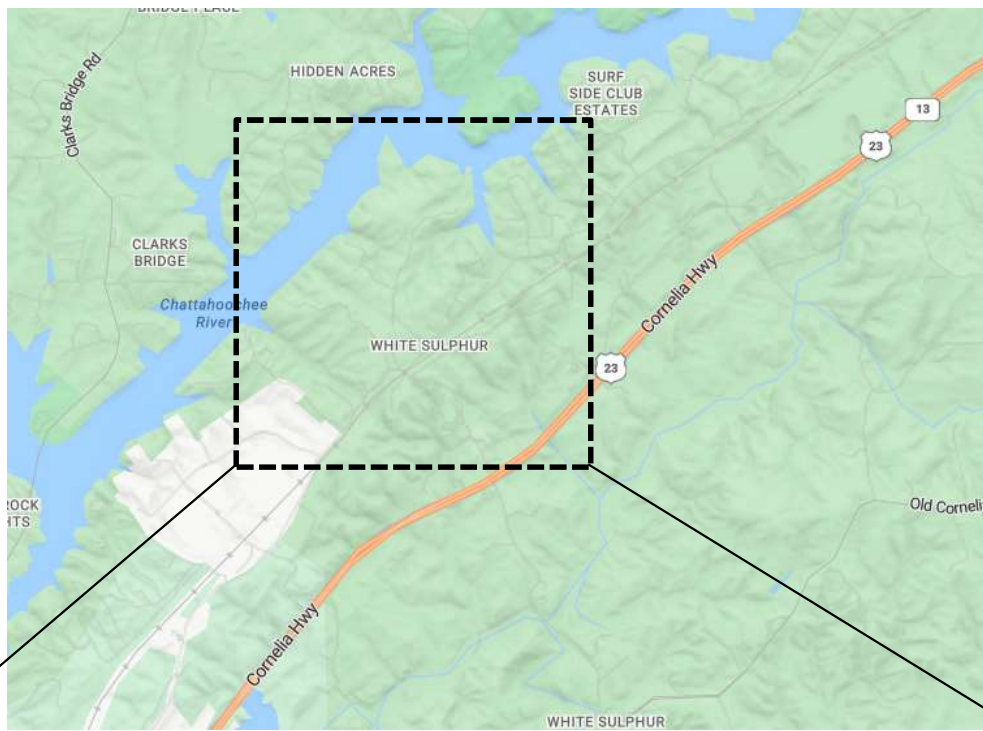
- Buffington Farm Road at Driveway #1 (Access to Phase 1)
 - Driveway (two lane: one entry lane and one exit); driveway to be stop-control
- Buffington Farm Road at Driveway #3 (Access to Phase 3)
 - Driveway (two lane: one entry lane and one exit); driveway to be stop-control

Appendices

- Appendix A
 - Figures
- Appendix B
 - Concept Plan
- Appendix C
 - Traffic Count Data
- Appendix D
 - GDOT Traffic Data
- Appendix E
 - Intersection Volume Development
- Appendix F
 - Capacity Analysis Reports
- Appendix G
 - Hall County Project

Appendix A

Figures



Development Site:
Buffington Farm
Road Tract



Not to Scale

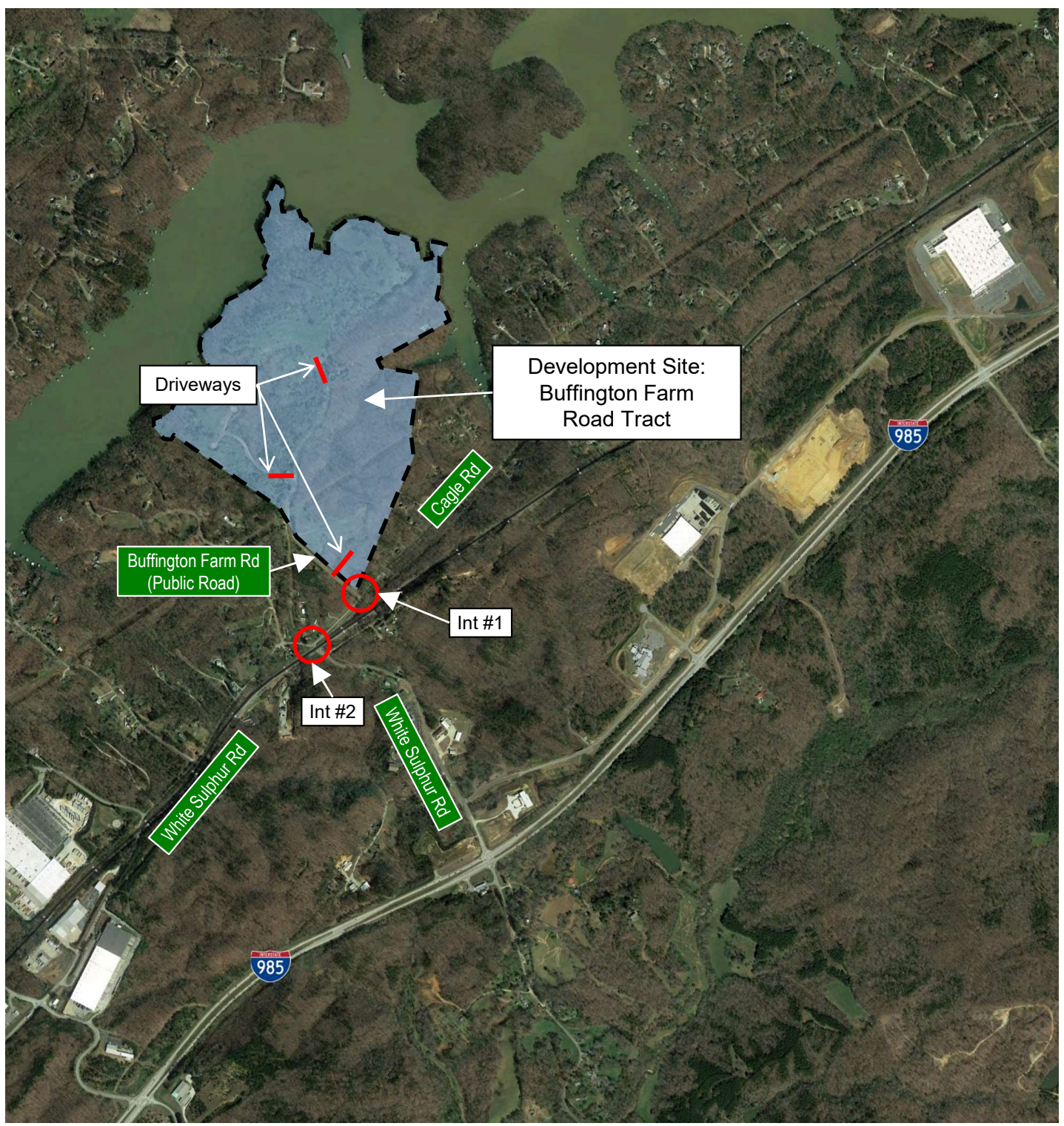


**Traffic Impact Study
Buffington Farm Road Tract
Hall County, Georgia**

**Location
Map**

**Figure
1**

Legend:
○ Study Intersection



Not to Scale



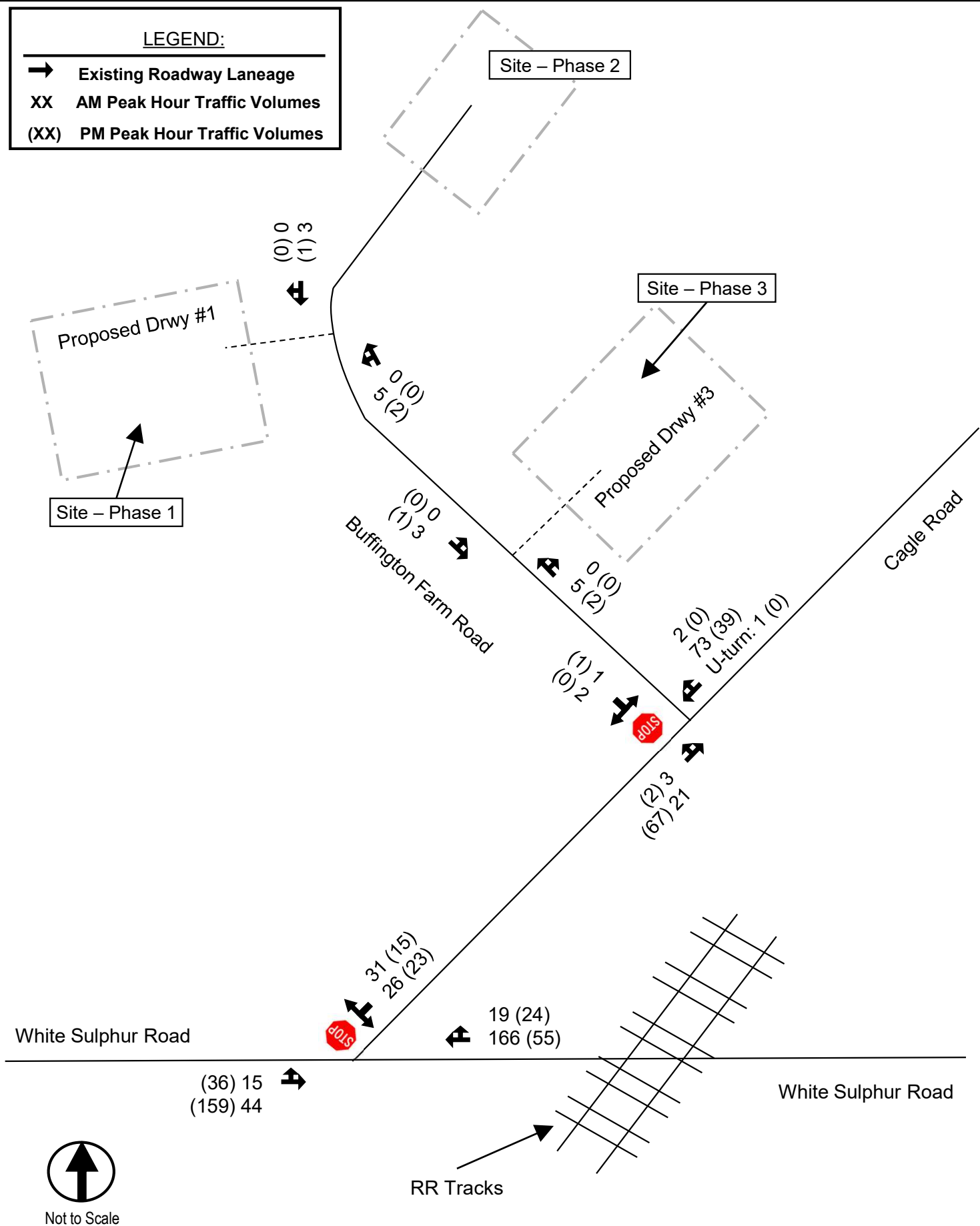
**Traffic Impact Study
Buffington Farm Road Tract
Hall County, Georgia**

**Aerial &
Intersection
Locations**

**Figure
2**

LEGEND:

- ➔ Existing Roadway Laneage
- XX AM Peak Hour Traffic Volumes
- (XX) PM Peak Hour Traffic Volumes



Not to Scale

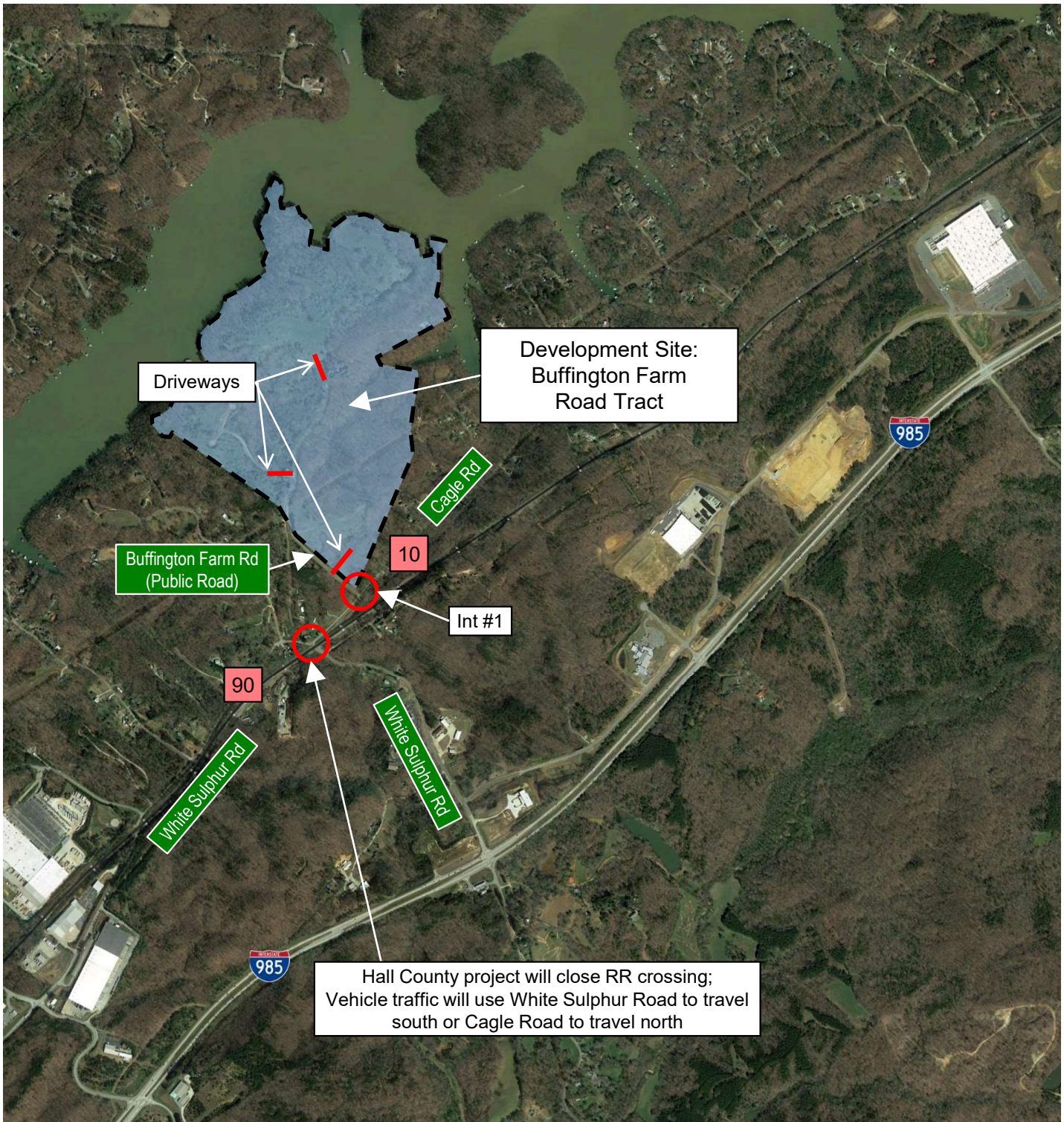


**Traffic Impact Study
Buffington Farm Road Tract
Hall County, Georgia**

**Existing Traffic
Conditions**

**Figure
3**

Legend:
100 Residential %



Not to Scale



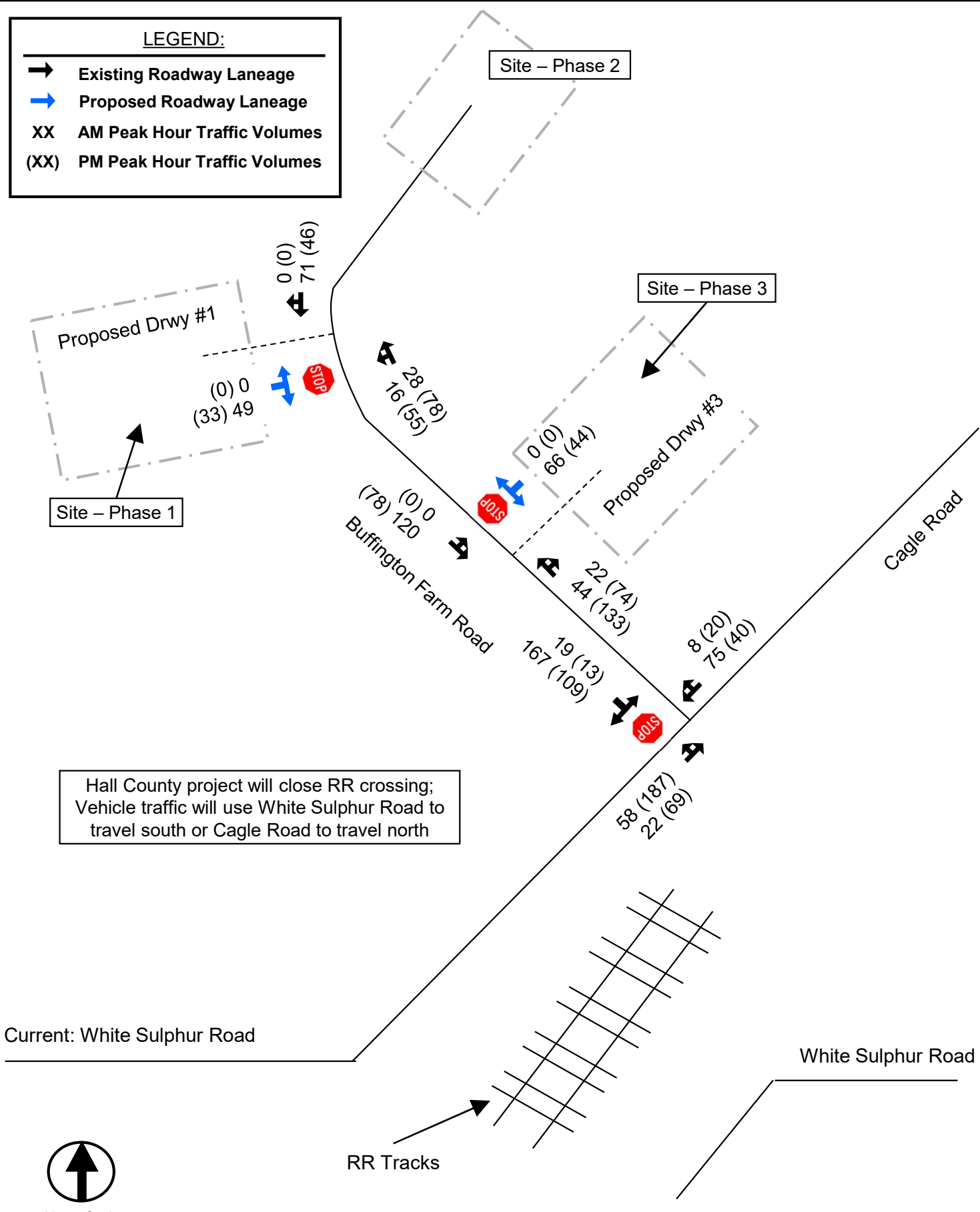
**Traffic Impact Study
 Buffington Farm Road Tract
 Hall County, Georgia**

**Project Trip
 Distribution**

**Figure
 4**

LEGEND:

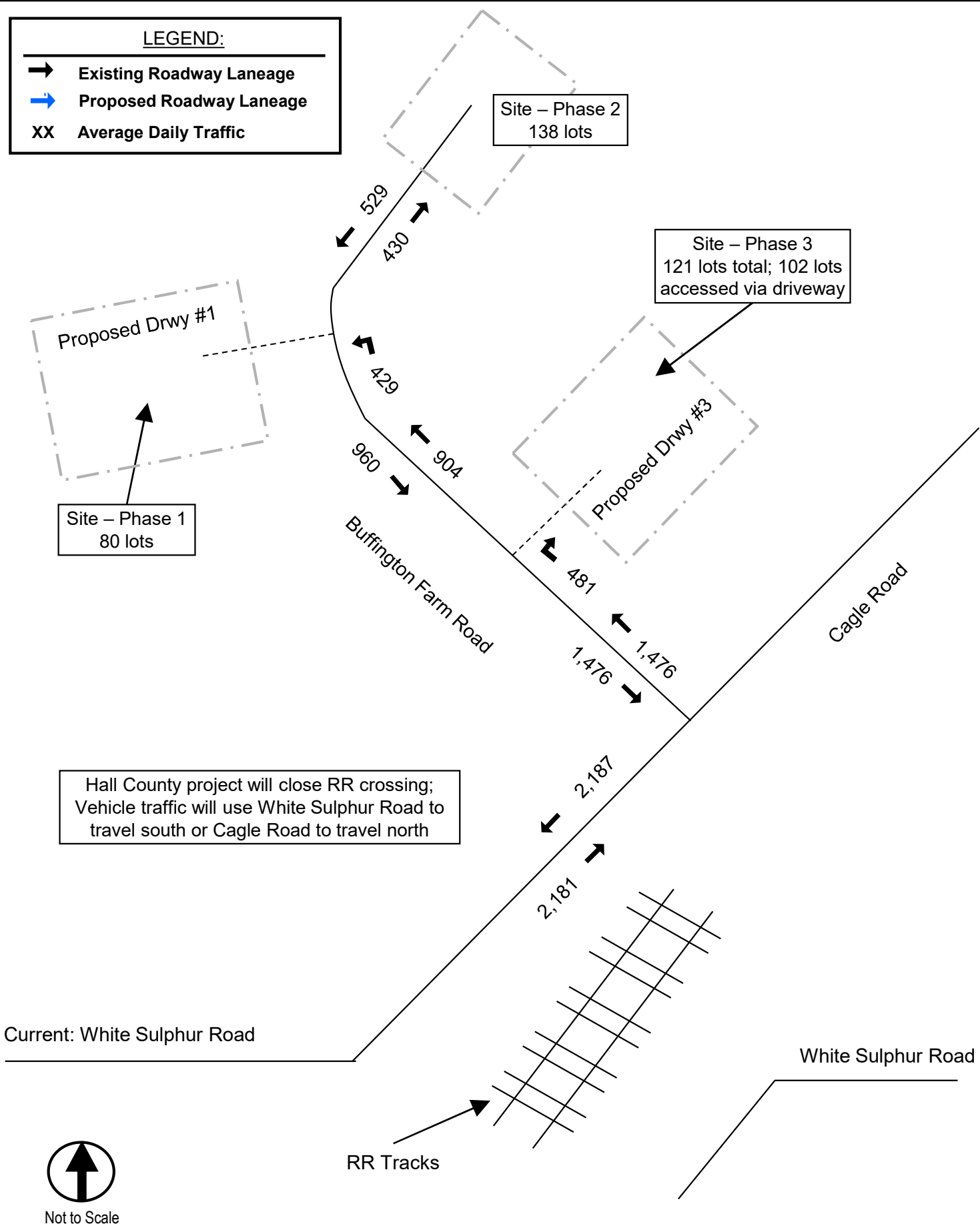
- Existing Roadway Laneage
- Proposed Roadway Laneage
- XX AM Peak Hour Traffic Volumes
- (XX) PM Peak Hour Traffic Volumes



Hall County project will close RR crossing; Vehicle traffic will use White Sulphur Road to travel south or Cagle Road to travel north

LEGEND:

- Existing Roadway Laneage
- Proposed Roadway Laneage
- XX Average Daily Traffic



Not to Scale

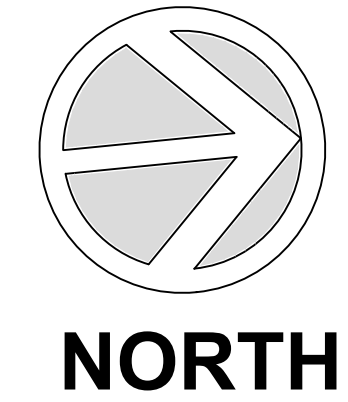
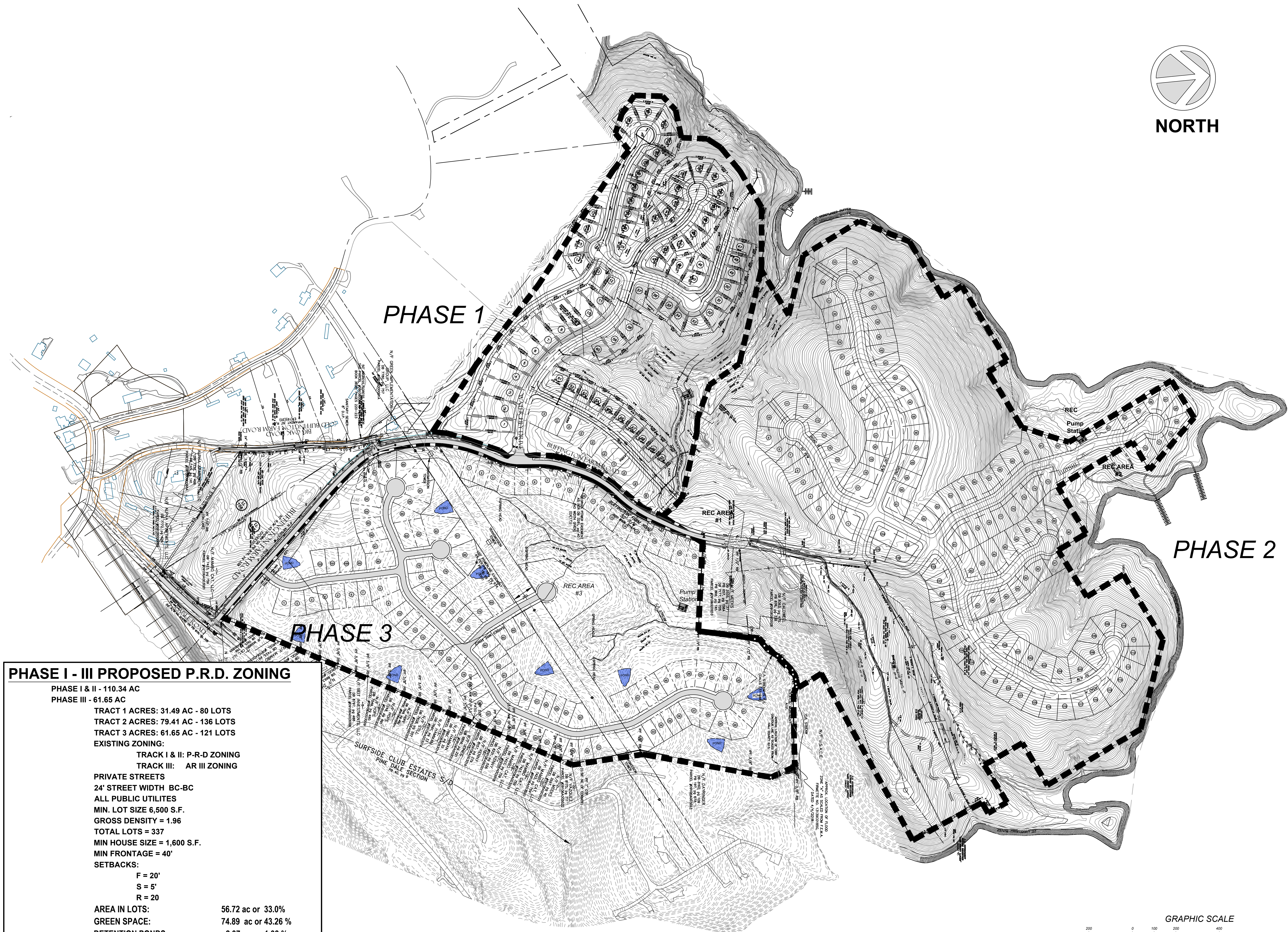


**Traffic Impact Study
Buffington Farm Road Tract
Hall County, Georgia**

**Future Build
(Year 2025) ADT
Conditions**

**Figure
6**

Appendix B
Concept Plan



PHASE I - III PROPOSED P.R.D. ZONING

PHASE I & II - 110.34 AC
PHASE III - 61.65 AC

TRACT 1 ACRES: 31.49 AC - 80 LOTS
TRACT 2 ACRES: 79.41 AC - 136 LOTS
TRACT 3 ACRES: 61.65 AC - 121 LOTS

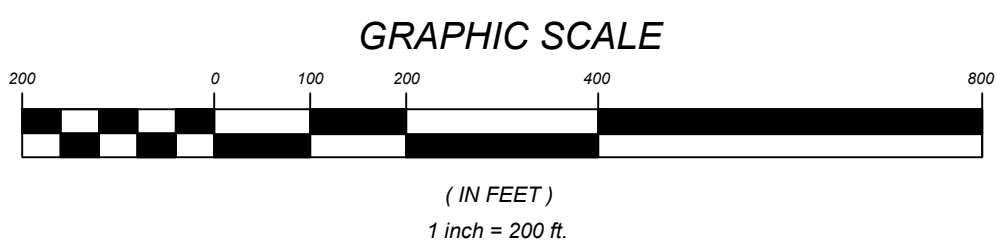
EXISTING ZONING:
TRACK I & II: P-R-D ZONING
TRACK III: AR III ZONING

PRIVATE STREETS
24' STREET WIDTH BC-BC
ALL PUBLIC UTILITIES
MIN. LOT SIZE 6,500 S.F.
GROSS DENSITY = 1.96
TOTAL LOTS = 337
MIN HOUSE SIZE = 1,600 S.F.
MIN FRONTAGE = 40'

SETBACKS:
F = 20'
S = 5'
R = 20

AREA IN LOTS:	56.72 ac or 33.0%
GREEN SPACE:	74.89 ac or 43.26 %
DETENTION PONDS:	2.37 ac or 1.38 %
HOA REC AREAS:	16.75 ac or 10.0%
RIGHT OF WAY AREAS:	21.26 ac or 12.36%

THE PROJECT IS NOT PART OF THE NORTH OCONEE WATER SUPPLY WATERSHED DISTRICT AS DEFINED BY HALL COUNTY.S



OMNI CONSULTING SERVICES
401 Westpark Court
Suite 200
Peachtree City, Ga 30269
ph: 770.302.1701
fax: 770.818.5663
Civil Engineer

ARABELLA CAPITAL LLC
CORNELIAN WOODS MANAGEMENT LLC
255 BUFORD HIGHWAY
SUITE 250
BUFORD, GA 30518

Owner/Developer

HASELTON SUBDIVISION
BUFFINGTON FARM ROAD TRACT
HALL COUNTY
TAX PARCELS: 09105000001,
0910600001A, 3, 7, 13-25, 09106000107-9

Project
ISSUED FOR PERMITTING 03-27-2023

PLAN SET REVISIONS:



Know what's below
Call before you dig.
Dial 811
Or Call 800-282-7411

DATED 03-27-2023



SEAL

OVERALL PROPOSED REZONING PLAN
C400

PROJECT NO. 16500.01
PLOT DATE: 03.27.2023

Appendix C

Traffic Count Data



[Click here for Map](#)

Peak Hour Turning Movement Count

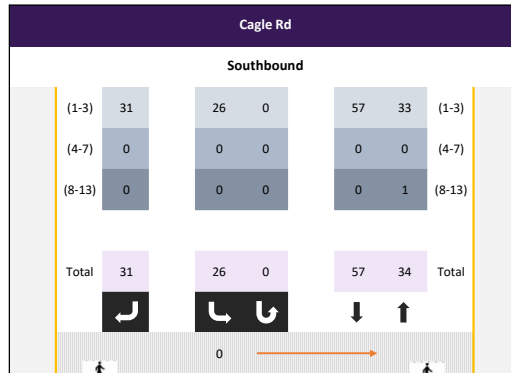
Hall County, GA



www.marrtraffic.com

Tuesday, May 16, 2023	
Period	0700 - 0900
Peak Hour	0745 - 0845

* the Peak Hour Diagram does not include Bikes

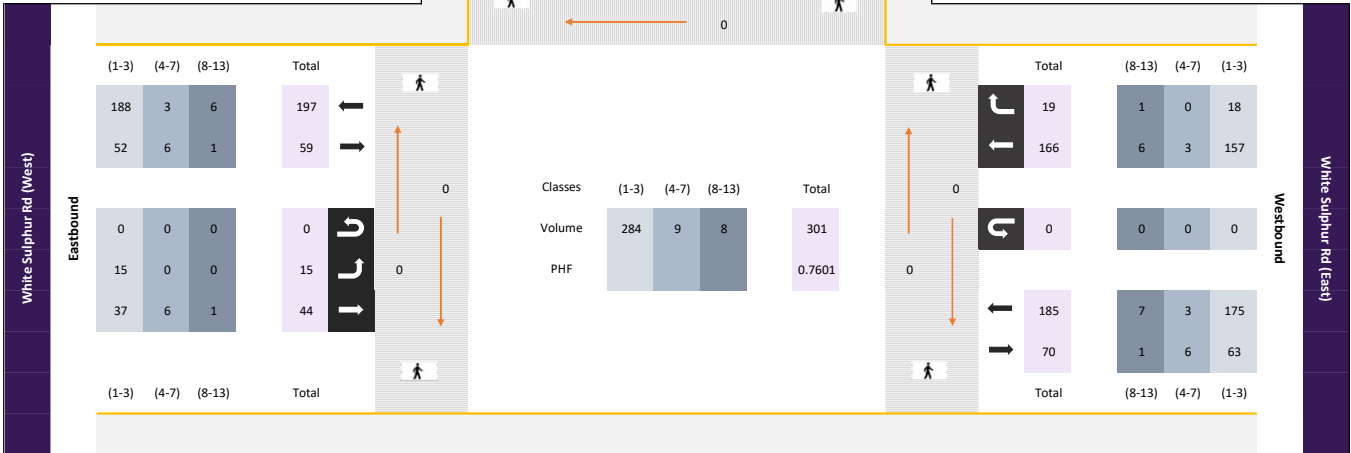


Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

Time					Southbound				Eastbound				Westbound				Int Total		
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)			App Total	White Sulphur Rd (East)			App Total			
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6		Thru 2.7	Right 2.8	U-Turn 2.9				
0745 - 0800	-	-	-	-	8	4	0	12	4	16	0	20	-	22	4	0	26	58	
0800 - 0815	-	-	-	-	7	11	0	18	6	11	0	17	-	59	5	0	64	99	
0815 - 0830	-	-	-	-	6	10	0	16	2	9	0	11	-	60	4	0	64	91	
0830 - 0845	-	-	-	-	5	6	0	11	3	8	0	11	-	25	6	0	31	53	
Total	0	0	0	0	26	31	0	57	15	44	0	59	0	166	19	0	185	301	
Approach %	0.00	0.00	0.00	0.00	45.61	0.00	54.39	0.00	25.42	74.58	0.00	0.00	0.00	89.73	10.27	0.00	-		
PHF	0.00	0.00	0.00	0.00	0.81	0.00	0.70	0.00	0.63	0.69	0.00	0.00	0.74	0.00	0.69	0.79	0.00	0.72	0.76

Passenger Vehicles (1-3)

Time					Southbound				Eastbound				Westbound				Int Total		
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)			App Total	White Sulphur Rd (East)			App Total			
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6		Thru 2.7	Right 2.8	U-Turn 2.9				
0745 - 0800	-	-	-	-	8	4	0	12	4	11	0	15	-	20	3	0	23	50	
0800 - 0815	-	-	-	-	7	11	0	18	6	9	0	15	-	56	5	0	61	94	
0815 - 0830	-	-	-	-	6	10	0	16	2	9	0	11	-	59	4	0	63	90	
0830 - 0845	-	-	-	-	5	6	0	11	3	8	0	11	-	22	6	0	28	50	
Total	0	0	0	0	26	31	0	57	15	37	0	52	0	157	18	0	175	284	
Approach %	0.00	0.00	0.00	0.00	45.61	0.00	54.39	0.00	28.85	71.15	0.00	0.00	0.00	89.71	10.29	0.00	-		
PHF	0.00	0.00	0.00	0.00	0.81	0.00	0.70	0.00	0.63	0.84	0.00	0.00	0.87	0.00	0.67	0.75	0.00	0.69	0.76

Single Unit Trucks (4-7)

Time					Southbound				Eastbound				Westbound				Int Total		
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)			App Total	White Sulphur Rd (East)			App Total			
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6		Thru 2.7	Right 2.8	U-Turn 2.9				
0745 - 0800	-	-	-	-	0	0	0	0	0	5	0	5	-	0	0	0	5	5	
0800 - 0815	-	-	-	-	0	0	0	0	0	1	0	1	-	1	0	0	1	2	
0815 - 0830	-	-	-	-	0	0	0	0	0	0	0	0	-	0	0	0	0	0	
0830 - 0845	-	-	-	-	0	0	0	0	0	0	0	0	-	2	0	0	2	2	
Total	0	0	0	0	0	0	0	0	0	6	0	6	0	3	0	0	3	9	
Approach %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	100.00	0.00	0.00	-		
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.30	0.00	0.00	0.30	0.00	0.38	0.00	0.00	0.38	0.45

Combination Trucks (8-13)

Time					Southbound				Eastbound				Westbound				Int Total		
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)			App Total	White Sulphur Rd (East)			App Total			
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6		Thru 2.7	Right 2.8	U-Turn 2.9				
0745 - 0800	-	-	-	-	0	0	0	0	0	0	0	0	-	2	1	0	3	3	
0800 - 0815	-	-	-	-	0	0	0	0	0	1	0	1	-	2	0	0	2	3	
0815 - 0830	-	-	-	-	0	0	0	0	0	0	0	0	-	1	0	0	1	1	
0830 - 0845	-	-	-	-	0	0	0	0	0	0	0	0	-	1	0	0	1	1	
Total	0	0	0	0	0	0	0	0	0	1	0	1	0	6	1	0	7	8	
Approach %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	85.71	14.29	0.00	-		
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.25	0.00	0.75	0.25	0.00	0.58	0.67

Bikes

Time					Southbound				Eastbound				Westbound				Int Total		
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)			App Total	White Sulphur Rd (East)			App Total			
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6		Thru 2.7	Right 2.8	U-Turn 2.9				
0745 - 0800	-	-	-	-	0	0	0	0	0	0	0	0	-	0	0	0	0	0	
0800 - 0815	-	-	-	-	0	0	0	0	0	0	0	0	-	0	0	0	0	0	
0815 - 0830	-	-	-	-	0	0	0	0	0	0	0	0	-	0	0	0	0	0	
0830 - 0845	-	-	-	-	0	0	0	0	0	0	0	0	-	0	0	0	0	0	
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Approach %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-		
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



[Click here for Map](#)

Peak Hour Turning Movement Count

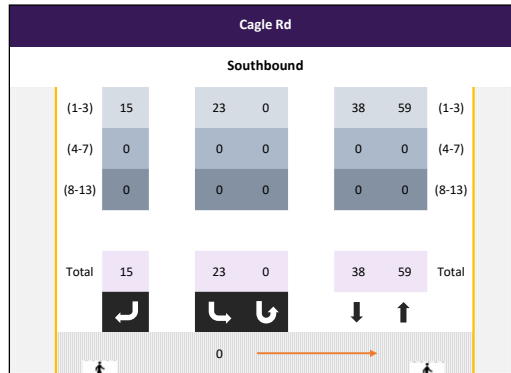
Hall County, GA



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Tuesday, May 16, 2023	
Period	1600 - 1800
Peak Hour	1700 - 1800

* the Peak Hour Diagram does not include Bikes

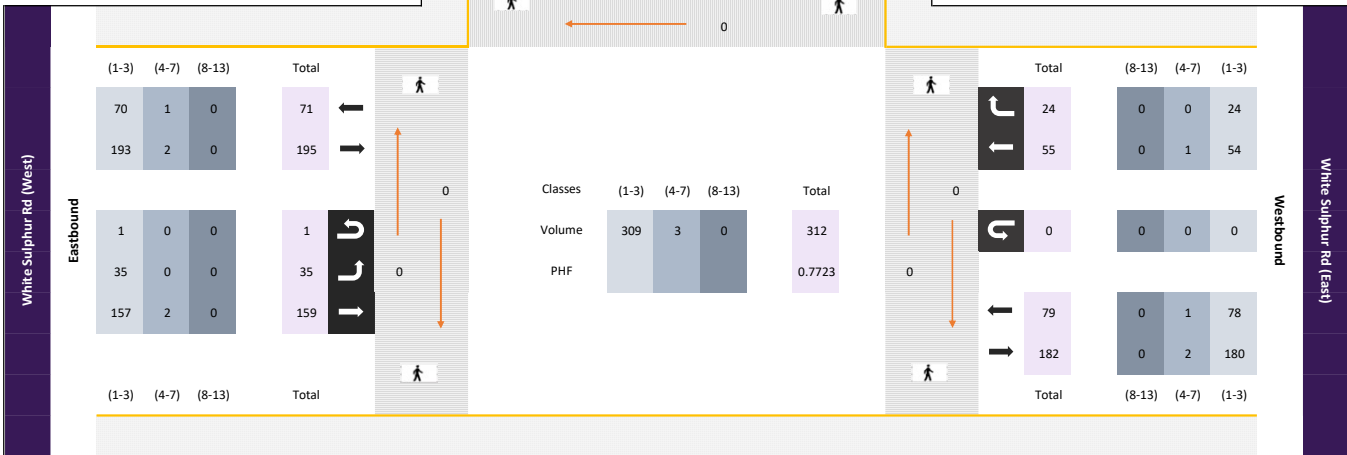


Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

Time					Southbound					Eastbound					Westbound					Int Total
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)				White Sulphur Rd (East)							
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6	Thru 2.7	Right 2.8	U-Turn 2.9						
1700 - 1715	-	-	-	-	8	-	1	0	9	8	38	-	1	47	-	12	4	0	16	72
1715 - 1730	-	-	-	-	6	-	6	0	12	12	35	-	0	47	-	14	9	0	23	82
1730 - 1745	-	-	-	-	4	-	7	0	11	7	60	-	0	67	-	17	6	0	23	101
1745 - 1800	-	-	-	-	5	-	1	0	6	8	26	-	0	34	-	12	5	0	17	57
Total	0	0	0	0	23	0	15	0	38	35	159	0	1	195	0	55	24	0	79	312
Approach %	0.00	0.00	0.00	0.00	60.53	0.00	39.47	0.00	-	17.95	81.54	0.00	0.51	-	0.00	69.62	30.38	0.00	-	-
PHF	0.00	0.00	0.00	0.00	0.72	0.00	0.54	0.00	0.79	0.73	0.66	0.00	0.25	0.73	0.00	0.81	0.67	0.00	0.86	0.77

Passenger Vehicles (1-3)

Time					Southbound					Eastbound					Westbound					Int Total
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)				White Sulphur Rd (East)							
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6	Thru 2.7	Right 2.8	U-Turn 2.9						
1700 - 1715	-	-	-	-	8	-	1	0	9	8	38	-	1	47	-	11	4	0	15	71
1715 - 1730	-	-	-	-	6	-	6	0	12	12	33	-	0	45	-	14	9	0	23	80
1730 - 1745	-	-	-	-	4	-	7	0	11	7	60	-	0	67	-	17	6	0	23	101
1745 - 1800	-	-	-	-	5	-	1	0	6	8	26	-	0	34	-	12	5	0	17	57
Total	0	0	0	0	23	0	15	0	38	35	157	0	1	193	0	54	24	0	78	309
Approach %	0.00	0.00	0.00	0.00	60.53	0.00	39.47	0.00	-	18.13	81.35	0.00	0.52	-	0.00	69.23	30.77	0.00	-	-
PHF	0.00	0.00	0.00	0.00	0.72	0.00	0.54	0.00	0.79	0.73	0.65	0.00	0.25	0.72	0.00	0.79	0.67	0.00	0.85	0.76

Single Unit Trucks (4-7)

Time					Southbound					Eastbound					Westbound					Int Total
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)				White Sulphur Rd (East)							
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6	Thru 2.7	Right 2.8	U-Turn 2.9						
1700 - 1715	-	-	-	-	0	0	0	0	0	0	0	0	0	0	-	1	0	0	1	1
1715 - 1730	-	-	-	-	0	0	0	0	0	0	2	-	0	2	-	0	0	0	0	2
1730 - 1745	-	-	-	-	0	0	0	0	0	0	0	0	0	0	-	0	0	0	0	0
1745 - 1800	-	-	-	-	0	0	0	0	0	0	0	-	0	0	-	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	2	0	0	2	0	1	0	0	1	3
Approach %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00	100.00	0.00	0.00	-	0.00	100.00	0.00	0.00	-	-
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.25	0.00	0.25	0.00	0.00	0.25	0.38

Combination Trucks (8-13)

Time					Southbound					Eastbound					Westbound					Int Total
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)				White Sulphur Rd (East)							
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6	Thru 2.7	Right 2.8	U-Turn 2.9						
1700 - 1715	-	-	-	-	0	0	0	0	0	0	0	0	0	0	-	0	0	0	0	0
1715 - 1730	-	-	-	-	0	0	0	0	0	0	0	-	0	0	-	0	0	0	0	0
1730 - 1745	-	-	-	-	0	0	0	0	0	0	0	-	0	0	-	0	0	0	0	0
1745 - 1800	-	-	-	-	0	0	0	0	0	0	0	-	0	0	-	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	-
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Bikes

Time					Southbound					Eastbound					Westbound					Int Total
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)				White Sulphur Rd (East)							
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6	Thru 2.7	Right 2.8	U-Turn 2.9						
1700 - 1715	-	-	-	-	0	0	0	0	0	0	0	-	0	0	-	0	0	0	0	0
1715 - 1730	-	-	-	-	0	0	0	0	0	0	0	-	0	0	-	0	0	0	0	0
1730 - 1745	-	-	-	-	0	0	0	0	0	0	0	-	0	0	-	0	0	0	0	0
1745 - 1800	-	-	-	-	0	0	0	0	0	0	0	-	0	0	-	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	-	-
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Classified Turn Movement Count || All vehicles



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Hall County, GA

Site 2 of 2

Date

Tuesday, May 16, 2023

Weather

Mostly Cloudy
73°F

Cagle Rd
White Sulphur Rd (West)
White Sulphur Rd (East)

Lat/Long

34.356554°, -83.765869°

0700 - 0900 (Weekday 2h Session) (05-16-2023)

All vehicles

TIME	Southbound				Eastbound				Westbound				Int Total
	Cagle Rd				White Sulphur Rd (West)				White Sulphur Rd (East)				
	Left 2.1	Right 2.2	U-Turn 2.3	App Total	Left 2.4	Thru 2.5	U-Turn 2.6	App Total	Thru 2.7	Right 2.8	U-Turn 2.9	App Total	
0700 - 0715	12	8	0	20	1	11	0	12	0	3	0	11	43
0715 - 0730	15	8	0	23	2	4	0	6	16	3	0	19	48
0730 - 0745	6	10	0	16	4	6	0	10	13	3	0	16	42
0745 - 0800	8	4	0	12	4	16	0	20	22	4	0	26	58
Hourly Total	41	30	0	71	11	37	0	48	59	13	0	72	191
0800 - 0815	7	11	0	18	6	11	0	17	59	5	0	64	99
0815 - 0830	6	10	0	16	2	9	0	11	60	4	0	64	91
0830 - 0845	5	6	0	11	3	8	0	11	25	6	0	31	53
0845 - 0900	9	3	0	12	5	10	0	15	13	8	0	21	48
Hourly Total	27	30	0	57	16	38	0	54	157	23	0	180	291
Grand Total	68	60	0	128	27	75	0	102	216	36	0	252	482
Approach %	53.13	46.88	0.00	-	26.47	73.53	0.00	-	85.71	14.29	0.00	-	
Intersection %	14.11	12.45	0.00	26.56	5.60	15.56	0.00	21.16	44.81	7.47	0.00	52.28	
PHF	0.81	0.70	0.00	0.79	0.63	0.69	0.00	0.74	0.69	0.79	0.00	0.72	0.76

1600 - 1800 (Weekday 2h Session) (05-16-2023)

All vehicles

TIME	Southbound				Eastbound				Westbound				Int Total
	Cagle Rd				White Sulphur Rd (West)				White Sulphur Rd (East)				
	Left 2.1	Right 2.2	U-Turn 2.3	App Total	Left 2.4	Thru 2.5	U-Turn 2.6	App Total	Thru 2.7	Right 2.8	U-Turn 2.9	App Total	
1600 - 1615	9	6	0	15	8	23	0	31	17	13	0	30	76
1615 - 1630	5	4	0	9	6	13	0	19	9	14	0	23	51
1630 - 1645	4	6	0	10	6	19	0	25	10	4	0	14	49
1645 - 1700	4	1	0	5	13	21	0	34	6	11	0	17	56
Hourly Total	22	17	0	39	33	76	0	109	42	42	0	84	232
1700 - 1715	8	1	0	9	8	38	1	47	12	4	0	16	72
1715 - 1730	6	6	0	12	12	35	0	47	14	9	0	23	82
1730 - 1745	4	7	0	11	7	60	0	67	17	6	0	23	101
1745 - 1800	5	1	0	6	8	26	0	34	12	5	0	17	57
Hourly Total	23	15	0	38	35	159	1	195	55	24	0	79	312
Grand Total	45	32	0	77	68	235	1	304	97	66	0	163	544
Approach %	58.44	41.56	0.00	-	22.37	77.30	0.33	-	59.51	40.49	0.00	-	
Intersection %	8.27	5.88	0.00	14.15	12.50	43.20	0.18	55.88	17.83	12.13	0.00	29.96	
PHF	0.72	0.54	0.00	0.79	0.73	0.66	0.25	0.73	0.81	0.67	0.00	0.86	0.77



[Click here for Map](#)

Peak Hour Turning Movement Count

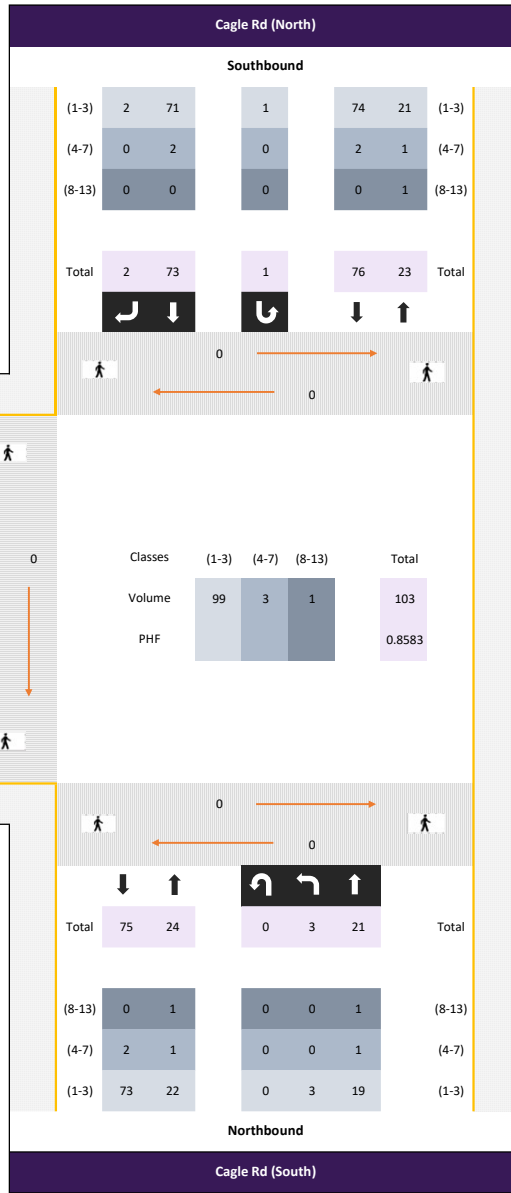
Hall County, GA



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Tuesday, May 16, 2023	
Period	0700 - 0900
Peak Hour	0700 - 0800

* the Peak Hour Diagram does not include Bikes



Session Parameters

(Drop Down Menu)

Peak Hour

Volume



[Click here for Map](#)

Peak Hour Turning Movement Count

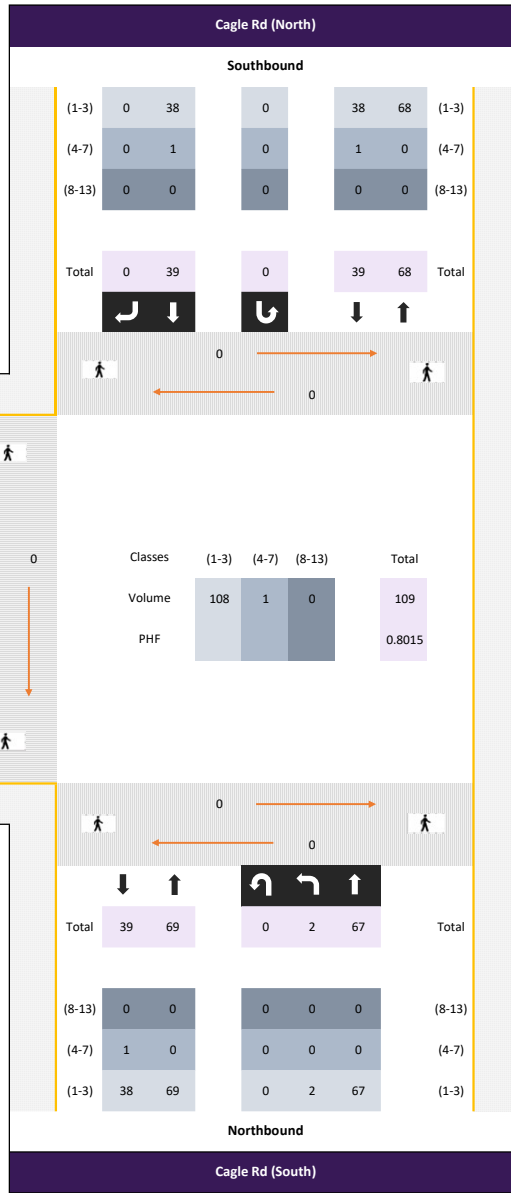
Hall County, GA



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Tuesday, May 16, 2023	
Period	1600 - 1800
Peak Hour	1600 - 1700

* the Peak Hour Diagram does not include Bikes



Session Parameters

(Drop Down Menu)

Peak Hour

Volume

Buffington Farm Rd

Eastbound

(1-3)	2	0	0	2	
(4-7)	1	0	0	1	
(8-13)	0	0	0	0	
Total	3	0	0	3	

Westbound

(1-3)	0	0	0	0	
(4-7)	1	0	0	1	
(8-13)	0	0	0	0	
Total	1	0	0	1	

Classified Turn Movement Count || All vehicles



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Hall County, GA

Site 1 of 2

Cagle Rd (South)
Cagle Rd (North)
Buffington Farm Rd

Date

Tuesday, May 16, 2023

Weather

Mostly Cloudy
73°F

Lat/Long

34.358128°, -83.764044°

0700 - 0900 (Weekday 2h Session) (05-16-2023)

All vehicles

TIME	Northbound Cagle Rd (South)				Southbound Cagle Rd (North)				Eastbound Buffington Farm Rd				Int Total
	Left 1.1	Thru 1.2	U-Turn 1.3	App Total	Thru 1.4	Right 1.5	U-Turn 1.6	App Total	Left 1.7	Right 1.8	U-Turn 1.9	App Total	
	0700 - 0715	0	3	0	3	23	1	0	24	0	0	0	
0715 - 0730	0	6	0	6	19	1	0	20	0	1	0	1	27
0730 - 0745	2	6	0	8	19	0	1	20	1	1	0	2	30
0745 - 0800	1	6	0	7	12	0	0	12	0	0	0	0	19
Hourly Total	3	21	0	24	73	2	1	76	1	2	0	3	103
0800 - 0815	1	9	0	10	14	1	0	15	0	2	0	2	27
0815 - 0830	0	7	0	7	15	0	0	15	0	1	0	1	23
0830 - 0845	0	10	0	10	11	0	0	11	0	0	0	0	21
0845 - 0900	2	10	1	13	11	0	0	11	0	0	0	0	24
Hourly Total	3	36	1	40	51	1	0	52	0	3	0	3	95
Grand Total	6	57	1	64	124	3	1	128	1	5	0	6	198
Approach %	9.38	89.06	1.56	-	96.88	2.34	0.78	-	16.67	83.33	0.00	-	
Intersection %	3.03	28.79	0.51	32.32	62.63	1.52	0.51	64.65	0.51	2.53	0.00	3.03	
PHF	0.38	0.88	0.00	0.75	0.79	0.50	0.25	0.79	0.25	0.50	0.00	0.38	0.86

1600 - 1800 (Weekday 2h Session) (05-16-2023)

All vehicles

TIME	Northbound Cagle Rd (South)				Southbound Cagle Rd (North)				Eastbound Buffington Farm Rd				Int Total
	Left 1.1	Thru 1.2	U-Turn 1.3	App Total	Thru 1.4	Right 1.5	U-Turn 1.6	App Total	Left 1.7	Right 1.8	U-Turn 1.9	App Total	
	1600 - 1615	1	18	0	19	15	0	0	15	0	0	0	
1615 - 1630	1	19	0	20	10	0	0	10	0	0	0	0	30
1630 - 1645	0	12	0	12	9	0	0	9	1	0	0	1	22
1645 - 1700	0	18	0	18	5	0	0	5	0	0	0	0	23
Hourly Total	2	67	0	69	39	0	0	39	1	0	0	1	109
1700 - 1715	0	15	0	15	7	0	0	7	0	1	0	1	23
1715 - 1730	0	18	0	18	11	0	0	11	0	0	0	0	29
1730 - 1745	1	16	0	17	10	0	0	10	0	0	0	0	27
1745 - 1800	0	12	0	12	6	0	0	6	1	0	0	1	19
Hourly Total	1	61	0	62	34	0	0	34	1	1	0	2	98
Grand Total	3	128	0	131	73	0	0	73	2	1	0	3	207
Approach %	2.29	97.71	0.00	-	100.00	0.00	0.00	-	66.67	33.33	0.00	-	
Intersection %	1.45	61.84	0.00	63.29	35.27	0.00	0.00	35.27	0.97	0.48	0.00	1.45	
PHF	0.50	0.88	0.00	0.86	0.65	0.00	0.00	0.65	0.25	0.00	0.00	0.25	0.80

Bi-Directional Class Count || Bi-Directional 15min

Hall County, GA



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Site 3
Cagle Rd (South),
south of Buffington Farm Rd

Date
Tuesday, May 16, 2023

Weather
Mostly Cloudy
73°F

Lat/Long
34.357690°, -83.764453°

0000 - 2400 (24h Session) (05-16-2023)
Bi-Directional 15min

Time	Bi-Directional 15min													15min Total	60min Total
	1	2	3	4	5	6	7	8	9	10	11	12	13		
0000-0015	0	3	0	0	0	0	0	0	0	0	0	0	0	3	3
0015-0030	0	4	0	0	0	0	0	0	0	0	0	0	0	4	4
0030-0045	0	1	0	0	0	0	0	0	0	0	0	0	0	1	1
0045-0100	0	1	1	0	0	0	0	0	0	0	0	0	0	2	10
0100-0115	0	1	0	0	0	0	0	0	0	0	0	0	0	1	1
0115-0130	0	2	1	0	1	0	0	0	0	0	0	0	0	4	4
0130-0145	0	1	0	0	0	0	0	0	0	0	0	0	0	1	1
0145-0200	0	3	0	0	0	0	0	0	0	0	0	0	0	3	9
0200-0215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0215-0230	0	4	0	0	0	0	0	0	0	0	0	0	0	4	4
0230-0245	0	2	0	0	0	0	0	0	0	0	0	0	0	2	2
0245-0300	0	1	0	0	0	0	0	0	0	0	0	0	0	1	7
0300-0315	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0315-0330	0	2	0	0	0	0	0	0	0	0	0	0	0	2	2
0330-0345	0	1	0	0	0	0	0	0	0	0	0	0	0	1	1
0345-0400	0	2	0	0	0	0	0	0	0	0	0	0	0	2	5
0400-0415	0	1	0	0	0	0	0	0	0	0	0	0	0	1	1
0415-0430	0	5	0	0	0	0	0	0	0	0	0	0	0	5	5
0430-0445	0	6	0	0	0	0	0	0	0	0	0	0	0	6	6
0445-0500	0	5	1	0	0	0	0	0	0	0	0	0	0	6	18
0500-0515	0	1	0	0	0	0	0	0	0	0	0	0	0	1	1
0515-0530	0	5	0	0	0	0	0	0	0	0	0	0	0	5	5
0530-0545	0	7	1	0	0	0	0	0	0	0	0	0	0	8	8
0545-0600	0	8	0	0	0	0	0	0	0	0	0	0	0	8	22
0600-0615	0	10	2	0	0	0	0	0	0	0	0	0	0	12	12
0615-0630	0	14	4	1	0	0	0	0	0	0	0	0	0	19	19
0630-0645	0	11	3	2	0	0	0	0	0	0	0	0	0	16	16
0645-0700	0	16	6	2	0	0	0	0	0	0	0	0	0	24	71
0700-0715	0	17	8	1	0	0	0	0	0	0	0	0	0	26	26
0715-0730	0	17	7	2	0	0	0	0	0	0	0	0	0	26	26
0730-0745	1	18	9	0	0	0	0	0	0	0	0	0	0	28	28
0745-0800	0	14	4	0	0	0	0	0	1	0	0	0	0	19	99
0800-0815	0	14	12	0	0	0	0	0	0	0	0	0	0	26	26
0815-0830	0	16	7	0	0	0	0	0	0	0	0	0	0	23	23
0830-0845	0	17	4	0	0	0	0	0	0	0	0	0	0	21	21
0845-0900	1	13	10	0	1	0	0	0	0	0	0	0	0	25	95
0900-0915	0	7	3	0	0	0	0	0	0	0	0	0	0	10	10
0915-0930	1	11	9	0	0	0	0	0	0	0	0	0	0	21	21
0930-0945	1	7	9	0	0	1	0	0	0	0	0	0	0	18	18
0945-1000	0	14	2	0	0	1	0	0	0	0	0	0	0	17	66
1000-1015	0	9	4	0	0	0	0	0	0	0	0	0	0	13	13
1015-1030	0	12	9	0	1	0	0	0	0	0	0	0	0	22	22
1030-1045	0	8	7	0	1	0	0	0	0	0	0	0	0	16	16
1045-1100	0	11	10	0	0	0	0	0	0	0	0	0	0	21	21
1100-1115	0	9	6	0	0	1	0	0	0	0	0	0	0	16	16
1115-1130	0	15	6	0	1	0	0	0	0	0	0	0	0	22	22
1130-1145	0	14	7	0	0	1	0	0	0	0	0	0	0	22	22
1145-1200	0	14	6	0	1	0	0	0	0	0	0	0	0	21	81
1200-1215	0	7	7	0	1	0	0	0	0	0	0	0	0	15	15
1215-1230	1	8	7	0	1	0	0	0	0	0	0	0	0	17	17
1230-1245	0	18	7	0	0	0	0	0	0	0	0	0	0	25	25
1245-1300	0	15	10	0	0	0	0	0	0	0	0	0	0	25	82
1300-1315	0	15	7	0	1	0	0	0	0	0	0	0	0	23	23
1315-1330	0	12	5	0	1	0	0	0	0	0	0	0	0	18	18
1330-1345	0	14	9	0	0	0	0	0	0	0	0	0	0	23	23
1345-1400	1	11	7	0	0	0	0	0	0	0	0	0	0	19	83
1400-1415	1	16	5	0	0	0	0	0	0	0	0	0	0	22	22
1415-1430	0	13	5	0	0	0	0	0	0	0	0	0	0	18	18
1430-1445	0	11	13	0	0	0	0	0	0	0	0	0	0	24	24
1445-1500	0	14	8	1	0	0	0	0	0	0	0	0	0	23	23
1500-1515	0	25	9	2	0	0	0	0	0	0	0	0	0	36	36
1515-1530	0	12	11	0	0	0	0	0	0	0	0	0	0	23	23
1530-1545	0	23	8	0	0	0	0	0	0	0	0	0	0	31	31
1545-1600	0	19	7	0	0	0	0	0	0	0	0	0	0	26	116
1600-1615	0	19	15	0	0	0	0	0	0	0	0	0	0	34	34
1615-1630	0	21	8	1	0	0	0	0	0	0	0	0	0	30	30
1630-1645	0	14	7	0	0	0	0	0	0	0	0	0	0	21	21
1645-1700	0	17	6	0	0	0	0	0	0	0	0	0	0	23	108
1700-1715	0	18	5	0	0	0	0	0	0	0	0	0	0	23	23
1715-1730	0	24	5	0	0	0	0	0	0	0	0	0	0	29	29
1730-1745	0	20	7	0	0	0	0	0	0	0	0	0	0	27	27
1745-1800	0	15	3	0	0	0	0	0	0	0	0	0	0	18	97
1800-1815	0	17	7	0	0	0	0	0	0	0	0	0	0	24	24
1815-1830	0	24	6	0	0	0	0	0	0	0	0	0	0	30	30
1830-1845	0	14	8	0	0	0	0	0	0	0	0	0	0	22	22
1845-1900	0	26	6	0	1	0	0	0	0	0	0	0	0	33	33
1900-1915	0	18	5	0	1	0	0	0	0	0	0	0	0	24	109
1915-1930	0	15	2	0	1	0	0	0	0	0	0	0	0	18	18
1930-1945	0	21	2	0	0	0	0	0	0	0	0	0	0	23	23
1945-2000	0	8	1	0	0	0	0	0	0	0	0	0	0	9	74
2000-2015	0	13	1	0	0	0	0	0	0	0	0	0	0	14	14
2015-2030	0	13	2	0	0	0	0	0	0	0	0	0	0	15	15
2030-2045	0	10	2	0	0	0	0	0	0	0	0	0	0	12	12
2045-2100	0	11	2	0	0	0	0	0	0	0	0	0	0	13	13
2100-2115	0	10	0	0	0	0	0	0	0	0	0	0	0	10	54
2115-2130	0	15	1	0	0	0	0	0	0	0	0	0	0	16	16
2130-2145	0	8	0	0	0	0	0	0	0	0	0	0	0	8	8
2145-2200	0	12	0	0	0	0	0	0	0	0	0	0	0	12	46
2200-2215	0	12	1	0	0	0	0	0	0	0	0	0	0	13	13
2215-2230	0	5	0	0	0	0	0	0	0	0	0	0	0	5	5
2230-2245	0	11	0	0	0	0	0	0	0	0	0	0	0	11	11
2245-2300	0	8	0	0	0	0	0	0	0	0	0	0	0	8	37
2300-2315	0	2	0	0	0	0	0	0	0	0	0	0	0	2	2
2315-2330	0	3	0	0	0	0	0	0	0	0	0	0	0	3	3
2330-2345	0	3	0	0	0	0	0	0	0	0	0	0	0	3	3
2345-0000	0	3	0	0	0	0	0	0	0	0	0	0	0	3	11

Session Total	7	1037	385	12	13	4	0	1	0	0	0	0	0	1459
Session Average	0.07	10.80	4.01	0.13	0.14	0.04	0.00	0.00	0.01	0.00	0.00	0.00	0.00	15.20
Session Percentage	0.48	71.08	26.39	0.82	0.89	0.27	0.00	0.00	0.07	0.00	0.00	0.00	0.00	
AM Peak Hour	0845-0945	0645-0745	0800-0900	0630-0730	0945-1045	0900-1000	-	-	0700-0800	-	-	-	-	0645-0745
AM Peak Volume	3	68	33	7	2	2	0	0	1	0	0	0	0	104
Noon Peak Hour	1315-1415	1445-1545	1430-1530	1415-1515	1115-1215	1045-1145	-	-	-	-	-	-	-	1445-1545
Noon Peak Volume	2	74	41	3	3	2	0	0	0	0	0	0	0	113

Bi-Directional Class Count || Volume Summary 60min

Hall County, GA



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Site 3

Cagle Rd (South),
south of Buffington Farm Rd

Date

Tuesday, May 16, 2023

Weather

Mostly Cloudy
73°F

Lat/Long

34.357690°, -83.764453°

0000 - 2400 (24h Session) (05-16-2023)

Volume Summary 60min

Volume Summary 60min			
TIME	NB	SB	Total
0000 - 0100	7	3	10
0100 - 0200	6	3	9
0200 - 0300	2	5	7
0300 - 0400	3	2	5
0400 - 0500	5	13	18
0500 - 0600	2	20	22
0600 - 0700	13	58	71
0700 - 0800	24	75	99
0800 - 0900	40	55	95
0900 - 1000	30	36	66
1000 - 1100	36	36	72
1100 - 1200	38	43	81

Volume Summary 60min			
Time	NB	SB	Total
1200 - 1300	42	40	82
1300 - 1400	39	44	83
1400 - 1500	47	40	87
1500 - 1600	58	58	116
1600 - 1700	69	39	108
1700 - 1800	62	35	97
1800 - 1900	64	45	109
1900 - 2000	43	31	74
2000 - 2100	36	18	54
2100 - 2200	33	13	46
2200 - 2300	20	17	37
2300 - 2400	8	3	11

Session Total	727	732	1459
Session Average	30.29	30.50	60.79
Session Percentage	49.83	50.17	

Bi-Directional Class Count || Volume Summary 60min

Hall County, GA



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Site 4

Buffington Farm Rd,
west of Cagle Rd (North)

Date

Tuesday, May 16, 2023

Weather

Mostly Cloudy
73°F

Lat/Long

34.358532°, -83.764626°

0000 - 2400 (24h Session) (05-16-2023)

Volume Summary 60min

Volume Summary 60min			
TIME	EB	WB	Total
0000 - 0100	1	1	2
0100 - 0200	1	2	3
0200 - 0300	1	0	1
0300 - 0400	1	0	1
0400 - 0500	2	2	4
0500 - 0600	3	1	4
0600 - 0700	1	1	2
0700 - 0800	3	5	8
0800 - 0900	3	4	7
0900 - 1000	1	2	3
1000 - 1100	1	1	2
1100 - 1200	2	2	4

Volume Summary 60min			
Time	EB	WB	Total
1200 - 1300	1	0	1
1300 - 1400	4	5	9
1400 - 1500	2	3	5
1500 - 1600	6	3	9
1600 - 1700	1	2	3
1700 - 1800	2	1	3
1800 - 1900	1	1	2
1900 - 2000	0	0	0
2000 - 2100	1	2	3
2100 - 2200	3	3	6
2200 - 2300	2	2	4
2300 - 2400	1	1	2

Session Total	44	44	88
Session Average	1.83	1.83	3.67
Session Percentage	50.00	50.00	

Appendix D


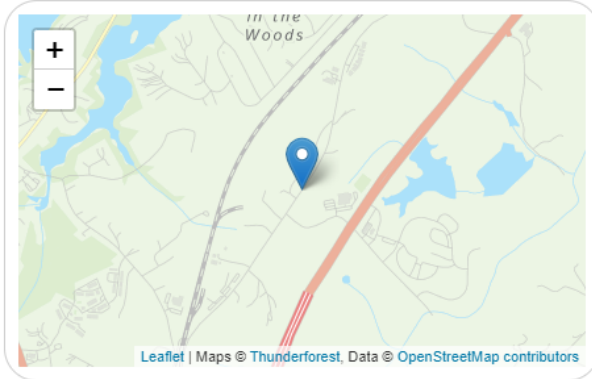
GDOT Traffic Data

Location Map of GDOT Count Stations



0000139_0536 - 139-0536
Description: CS 129807/White Sulphur Rd N of SR369
City: Gainesville **County:** Hall
Route number: 00129807
LRS section: 1393129807
Functional class: 4U - Minor Arterial (Urban)
Coordinates: 34.33343966, -83.78557946

Site Data


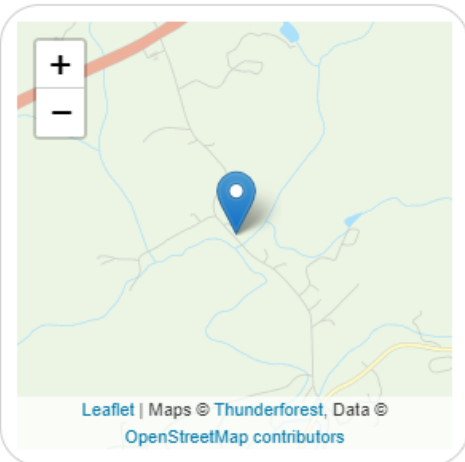



Count History

Year	Month	Count type	Duration	Count
2018	May	Volume	48 hours	4277
2015	June	Volume	48 hours	4405
2011	September	Volume	48 hours	3592

0000139_0538 - 139-0538
Description: SRX 041900
County: Hall
Route number: 00129800
LRS section: 1392129800
Functional class: 5R - Major Collector (Rural)
Coordinates: 34.34074679, -83.75488429

Site Data

Count History

Year	Month	Count type	Duration	Count
2018	July	Class	48 hours	810
2014	April	Volume	48 hours	895
2010	January	Volume	48 hours	836

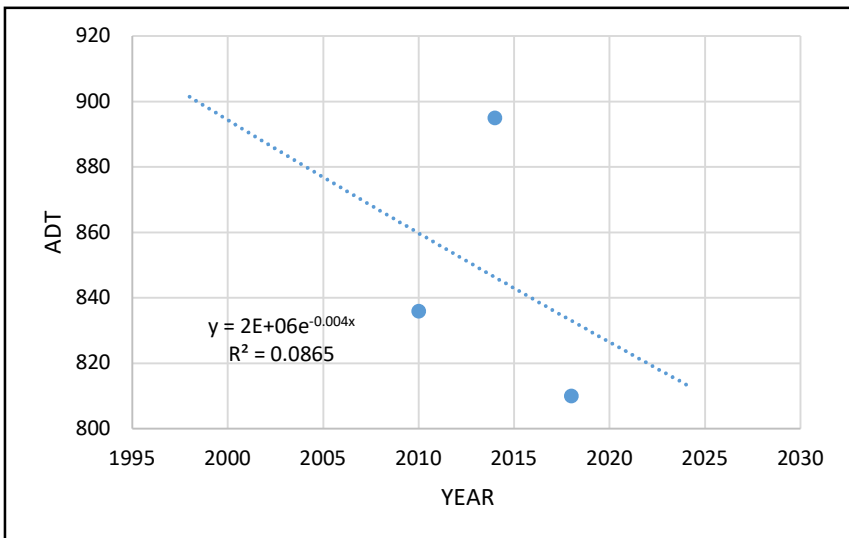
Count Station: GDOT #139-0538
 Street: White Sulphur Road
 Location: east of Harrington Road
 Source: GDOT

YEAR	ADT	TREND
1998		900
1999		900
2000		900
2001		900
2002		900
2003		900
2004		900
2005		900
2006		900
2007		900
2008		900
2009		900
2010	836	900
2011		900
2012		900
2013		800
2014	895	800
2015		800
2016		800
2017		800
2018	810	800
2019		800
2020		800
2021		800
2022		800
2023		800
2024		800

8-Years of Count Data

Trend Annual Historic Compound Growth Rate

0.00%



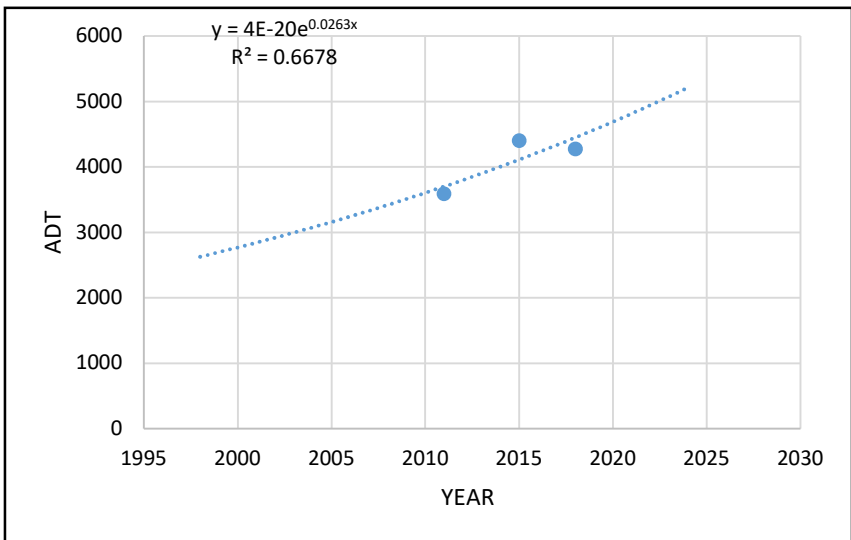
Count Station: GDOT #0139-0536
 Street: White Sulphur Road
 Location: between Ramsey Circle
 Source: GDOT

YEAR	ADT	TREND
1998		2600
1999		2700
2000		2800
2001		2800
2002		2900
2003		3000
2004		3100
2005		3200
2006		3200
2007		3300
2008		3400
2009		3500
2010		3600
2011	3592	3700
2012		3800
2013		3900
2014		4000
2015	4405	4100
2016		4200
2017		4300
2018	4277	4400
2019		4600
2020		4700
2021		4800
2022		4900
2023		5100
2024		5200

7-Years of Count Data

Trend Annual Historic Compound Growth Rate

3.72%



Appendix E

Intersection Volume Development

Traffic Impact Study
 Buffington Farm Road Tract
 Intersection Traffic Volumes

Intersection: #1 - Buffington Farm Rd at Cagle Rd

A.M. PEAK HOUR

Condition	Cagle Rd (South) Northbound			Cagle Rd (North) Southbound			Buffington Farm Rd Eastbound			N/A Westbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2023)	3	21	0	0	73	2	1	0	2			
Annual Growth Rate	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
No-Build Condition (2025)	3	22	0	0	75	2	1	0	2	0	0	0
Project Trips:												
Trip Distribution IN	90%					10%						
Trip Distribution OUT							10%		90%			
Residential Trips	55	0	0	0	0	6	18	0	165	0	0	0
Total Project Trips	55	0	0	0	0	6	18	0	165	0	0	0
Buildout Total (2025)	58	22	0	0	75	8	19	0	167	0	0	0

P.M. PEAK HOUR

Condition	Cagle Rd (South) Northbound			Cagle Rd (North) Southbound			Buffington Farm Rd Eastbound			N/A Westbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2023)	2	67	0	0	39	0	1	0	0			
Annual Growth Rate	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
No-Build Condition (2025)	2	69	0	0	40	0	1	0	0	0	0	0
Project Trips:												
Trip Distribution IN	90%					10%						
Trip Distribution OUT							10%		90%			
Residential Trips	185	0	0	0	0	20	12	0	109	0	0	0
Total Project Trips	185	0	0	0	0	20	12	0	109	0	0	0
Buildout Total (2025)	187	69	0	0	40	20	13	0	109	0	0	0

Traffic Impact Study
 Buffington Farm Road Tract
 Intersection Traffic Volumes

Intersection: #3 - Buffington Farm Road at Driveway #3 (Phase 3)

A.M. PEAK HOUR

Condition	N/A Northbound			Driveway #3 Southbound			Buffington Farm Rd Westbound			Buffington Farm Rd Eastbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2023)								5			3	
Annual Growth Rate	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
No-Build Condition (2025)	0	0	0	0	0	0	0	5	0	0	3	0
Project Trips:												
Trip Distribution IN								64%	36%			
Trip Distribution OUT						36%					64%	
Residential Trips	0	0	0	0	0	66	0	39	22	0	117	0
Total Project Trips	0	0	0	0	0	66	0	39	22	0	117	0
Buildout Total (2025)	0	0	0	0	0	66	0	44	22	0	120	0

P.M. PEAK HOUR

Condition	N/A Northbound			Driveway #3 Southbound			Buffington Farm Rd Westbound			Buffington Farm Rd Eastbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2023)								2			1	
Annual Growth Rate	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
No-Build Condition (2025)	0	0	0	0	0	0	0	2	0	0	1	0
Project Trips:												
Trip Distribution IN								64%	36%			
Trip Distribution OUT						36%					64%	
Residential Trips	0	0	0	0	0	20	0	131	74	0	77	0
Total Project Trips	0	0	0	0	0	20	0	131	74	0	77	0
Buildout Total (2025)	0	0	0	0	0	20	0	133	74	0	78	0

Traffic Impact Study
 Buffington Farm Road Tract
 Intersection Traffic Volumes

Intersection: #4 - Buffington Farm Road at Driveway #1 (Phase 1)

A.M. PEAK HOUR

Condition	Driveway #1 Northbound			N/A Southbound			Buffington Farm Rd Westbound			Buffington Farm Rd Eastbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2023)								5			3	
Annual Growth Rate	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
No-Build Condition (2025)	0	0	0	0	0	0	0	5	0	0	3	0
Project Trips:												
Trip Distribution IN							27%	37%				
Trip Distribution OUT						27%					37%	
Residential Trips	0	0	0	0	0	49	16	23	0	0	68	0
Total Project Trips	0	0	0	0	0	49	16	23	0	0	68	0
Buildout Total (2025)	0	0	0	0	0	49	16	28	0	0	71	0

P.M. PEAK HOUR

Condition	Driveway #1 Northbound			N/A Southbound			Buffington Farm Rd Westbound			Buffington Farm Rd Eastbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2023)								2			1	
Annual Growth Rate	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
No-Build Condition (2025)	0	0	0	0	0	0	0	2	0	0	1	0
Project Trips:												
Trip Distribution IN							27%	37%				
Trip Distribution OUT						27%					37%	
Residential Trips	0	0	0	0	0	20	55	76	0	0	45	0
Total Project Trips	0	0	0	0	0	20	55	76	0	0	45	0
Buildout Total (2025)	0	0	0	0	0	20	55	78	0	0	46	0

Appendix F

Capacity Analysis Reports

Existing Conditions – Year 2022

Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T		T		T	
Traffic Vol, veh/h	1	2	3	21	73	2
Future Vol, veh/h	1	2	3	21	73	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	2	4	25	86	2

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	120	87	88	0	0
Stage 1	87	-	-	-	-
Stage 2	33	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	876	971	1508	-	-
Stage 1	936	-	-	-	-
Stage 2	989	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	873	971	1508	-	-
Mov Cap-2 Maneuver	873	-	-	-	-
Stage 1	933	-	-	-	-
Stage 2	989	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.9	0.9	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1508	-	936	-	-
HCM Lane V/C Ratio	0.002	-	0.004	-	-
HCM Control Delay (s)	7.4	0	8.9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection						
Int Delay, s/veh	2.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↖	↗		↖	↗
Traffic Vol, veh/h	15	44	166	19	26	31
Future Vol, veh/h	15	44	166	19	26	31
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	58	218	25	34	41

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	243	0	0	329	231
Stage 1	-	-	-	231	-
Stage 2	-	-	-	98	-
Critical Hdwy	4.12	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	3.518	3.318
Pot Cap-1 Maneuver	1323	-	-	665	808
Stage 1	-	-	-	807	-
Stage 2	-	-	-	926	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1323	-	-	654	808
Mov Cap-2 Maneuver	-	-	-	654	-
Stage 1	-	-	-	794	-
Stage 2	-	-	-	926	-

Approach	EB	WB	SB
HCM Control Delay, s	2	0	10.5
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1323	-	-	-	730
HCM Lane V/C Ratio	0.015	-	-	-	0.103
HCM Control Delay (s)	7.8	0	-	-	10.5
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.3

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	0	2	67	39	0
Future Vol, veh/h	1	0	2	67	39	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	0	3	84	49	0

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	139	49	49	0	0
Stage 1	49	-	-	-	-
Stage 2	90	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	854	1020	1558	-	-
Stage 1	973	-	-	-	-
Stage 2	934	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	852	1020	1558	-	-
Mov Cap-2 Maneuver	852	-	-	-	-
Stage 1	971	-	-	-	-
Stage 2	934	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.2	0.2	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1558	-	852	-	-
HCM Lane V/C Ratio	0.002	-	0.001	-	-
HCM Control Delay (s)	7.3	0	9.2	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection						
Int Delay, s/veh	2.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	36	159	55	24	23	15
Future Vol, veh/h	36	159	55	24	23	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	77	77	77	77	77	77
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	47	206	71	31	30	19

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	102	0	-	0	387 87
Stage 1	-	-	-	-	87 -
Stage 2	-	-	-	-	300 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	1490	-	-	-	616 971
Stage 1	-	-	-	-	936 -
Stage 2	-	-	-	-	752 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1490	-	-	-	594 971
Mov Cap-2 Maneuver	-	-	-	-	594 -
Stage 1	-	-	-	-	902 -
Stage 2	-	-	-	-	752 -

Approach	EB	WB	SB
HCM Control Delay, s	1.4	0	10.5
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1490	-	-	-	702
HCM Lane V/C Ratio	0.031	-	-	-	0.07
HCM Control Delay (s)	7.5	0	-	-	10.5
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0.1	-	-	-	0.2

Future No-Build Conditions – Year 2025

Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		
Traffic Vol, veh/h	1	2	3	22	75	2
Future Vol, veh/h	1	2	3	22	75	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	2	4	26	88	2

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	123	89	90	0	0
Stage 1	89	-	-	-	-
Stage 2	34	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	872	969	1505	-	-
Stage 1	934	-	-	-	-
Stage 2	988	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	869	969	1505	-	-
Mov Cap-2 Maneuver	869	-	-	-	-
Stage 1	931	-	-	-	-
Stage 2	988	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.9	0.9	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1505	-	933	-	-
HCM Lane V/C Ratio	0.002	-	0.004	-	-
HCM Control Delay (s)	7.4	0	8.9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

HCM 6th TWSC
1: Cagle Rd & Buffington Farm Rd

No Build 2025
PM Peak Hour

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	0	2	69	40	0
Future Vol, veh/h	1	0	2	69	40	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	0	3	86	50	0

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	142	50	50	0	-	0
Stage 1	50	-	-	-	-	-
Stage 2	92	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	851	1018	1557	-	-	-
Stage 1	972	-	-	-	-	-
Stage 2	932	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	849	1018	1557	-	-	-
Mov Cap-2 Maneuver	849	-	-	-	-	-
Stage 1	970	-	-	-	-	-
Stage 2	932	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.2	0.2	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1557	-	849	-	-
HCM Lane V/C Ratio	0.002	-	0.001	-	-
HCM Control Delay (s)	7.3	0	9.2	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Future Build Conditions – Year 2025

Intersection						
Int Delay, s/veh	6.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	19	167	58	22	75	8
Future Vol, veh/h	19	167	58	22	75	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	22	196	68	26	88	9

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	255	93	97	0	0
Stage 1	93	-	-	-	-
Stage 2	162	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	734	964	1496	-	-
Stage 1	931	-	-	-	-
Stage 2	867	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	700	964	1496	-	-
Mov Cap-2 Maneuver	700	-	-	-	-
Stage 1	888	-	-	-	-
Stage 2	867	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.1	5.5	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1496	-	928	-	-
HCM Lane V/C Ratio	0.046	-	0.236	-	-
HCM Control Delay (s)	7.5	0	10.1	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

HCM 6th TWSC
3: Buffington Farm Rd & Driveway #3

Build 2025
AM Peak Hour

Intersection						
Int Delay, s/veh	2.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑		↑	
Traffic Vol, veh/h	0	120	44	22	66	0
Future Vol, veh/h	0	120	44	22	66	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	130	48	24	72	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	-	0	-	0	190 60
Stage 1	-	-	-	-	60 -
Stage 2	-	-	-	-	130 -
Critical Hdwy	-	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	0	-	-	-	799 1005
Stage 1	0	-	-	-	963 -
Stage 2	0	-	-	-	896 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	799 1005
Mov Cap-2 Maneuver	-	-	-	-	799 -
Stage 1	-	-	-	-	963 -
Stage 2	-	-	-	-	896 -

Approach	EB	WB	SB
HCM Control Delay, s	0	0	10
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	799
HCM Lane V/C Ratio	-	-	-	0.09
HCM Control Delay (s)	-	-	-	10
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0.3

HCM 6th TWSC
4: Driveway #1 & Buffington Farm Rd

Build 2025
AM Peak Hour

Intersection						
Int Delay, s/veh	3.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↑	↑	
Traffic Vol, veh/h	71	0	16	23	0	49
Future Vol, veh/h	71	0	16	23	0	49
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	77	0	17	25	0	53

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	-	77	0	136 77
Stage 1	-	-	-	-	77 -
Stage 2	-	-	-	-	59 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	0	1522	-	857 984
Stage 1	-	0	-	-	946 -
Stage 2	-	0	-	-	964 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1522	-	848 984
Mov Cap-2 Maneuver	-	-	-	-	848 -
Stage 1	-	-	-	-	946 -
Stage 2	-	-	-	-	953 -

Approach	EB	WB	NB
HCM Control Delay, s	0	3	8.9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	WBL	WBT
Capacity (veh/h)	984	-	1522	-
HCM Lane V/C Ratio	0.054	-	0.011	-
HCM Control Delay (s)	8.9	-	7.4	0
HCM Lane LOS	A	-	A	A
HCM 95th %tile Q(veh)	0.2	-	0	-

Intersection						
Int Delay, s/veh	6.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T		T		T	
Traffic Vol, veh/h	13	109	187	69	40	20
Future Vol, veh/h	13	109	187	69	40	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	16	136	234	86	50	25

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	617	63	75	0	0
Stage 1	63	-	-	-	-
Stage 2	554	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	453	1002	1524	-	-
Stage 1	960	-	-	-	-
Stage 2	575	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	380	1002	1524	-	-
Mov Cap-2 Maneuver	380	-	-	-	-
Stage 1	805	-	-	-	-
Stage 2	575	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.1	5.7	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1524	-	853	-	-
HCM Lane V/C Ratio	0.153	-	0.179	-	-
HCM Control Delay (s)	7.8	0	10.1	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.5	-	0.6	-	-

HCM 6th TWSC
3: Buffington Farm Rd & Driveway #3

Build 2025
PM Peak Hour

Intersection						
Int Delay, s/veh	1.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑		↑	
Traffic Vol, veh/h	0	78	133	74	44	0
Future Vol, veh/h	0	78	133	74	44	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	85	145	80	48	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	-	0	-	0	270 185
Stage 1	-	-	-	-	185 -
Stage 2	-	-	-	-	85 -
Critical Hdwy	-	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	0	-	-	-	719 857
Stage 1	0	-	-	-	847 -
Stage 2	0	-	-	-	938 -
Platoon blocked, %	-	-	-	-	
Mov Cap-1 Maneuver	-	-	-	-	719 857
Mov Cap-2 Maneuver	-	-	-	-	719 -
Stage 1	-	-	-	-	847 -
Stage 2	-	-	-	-	938 -

Approach	EB	WB	SB
HCM Control Delay, s	0	0	10.4
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	719
HCM Lane V/C Ratio	-	-	-	0.067
HCM Control Delay (s)	-	-	-	10.4
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0.2

HCM 6th TWSC
4: Driveway #1 & Buffington Farm Rd

Build 2025
PM Peak Hour

Intersection						
Int Delay, s/veh	3.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↑	↑	
Traffic Vol, veh/h	46	0	55	76	0	33
Future Vol, veh/h	46	0	55	76	0	33
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	50	0	60	83	0	36

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	-	50	0	253 50
Stage 1	-	-	-	-	50 -
Stage 2	-	-	-	-	203 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	0	1557	-	736 1018
Stage 1	-	0	-	-	972 -
Stage 2	-	0	-	-	831 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1557	-	707 1018
Mov Cap-2 Maneuver	-	-	-	-	707 -
Stage 1	-	-	-	-	972 -
Stage 2	-	-	-	-	798 -

Approach	EB	WB	NB
HCM Control Delay, s	0	3.1	8.7
HCM LOS			A

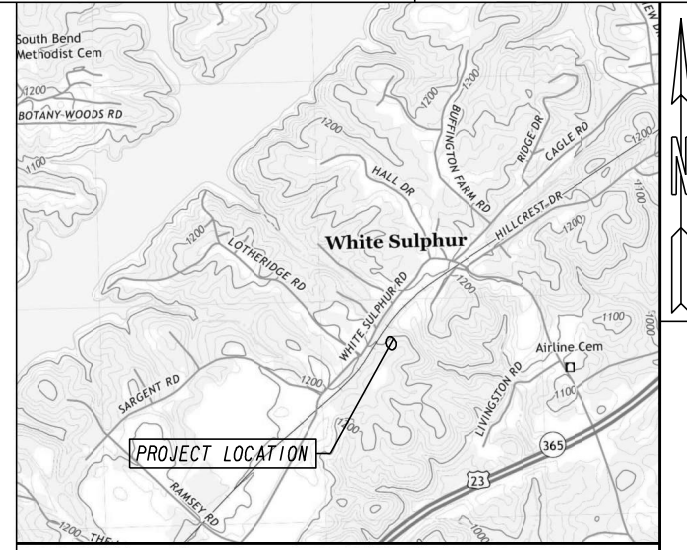
Minor Lane/Major Mvmt	NBLn1	EBT	WBL	WBT
Capacity (veh/h)	1018	-	1557	-
HCM Lane V/C Ratio	0.035	-	0.038	-
HCM Control Delay (s)	8.7	-	7.4	0
HCM Lane LOS	A	-	A	A
HCM 95th %tile Q(veh)	0.1	-	0.1	-

Appendix G
Hall County
Roadway Project

DEPARTMENT OF PUBLIC WORKS HALL COUNTY

PLAN AND PROFILE OF PROPOSED WHITE SULPHUR ROAD REALIGNMENT

P.J. NO. 1162100



LOCATION SKETCH (N.T.S)

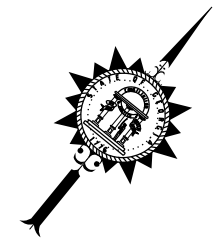
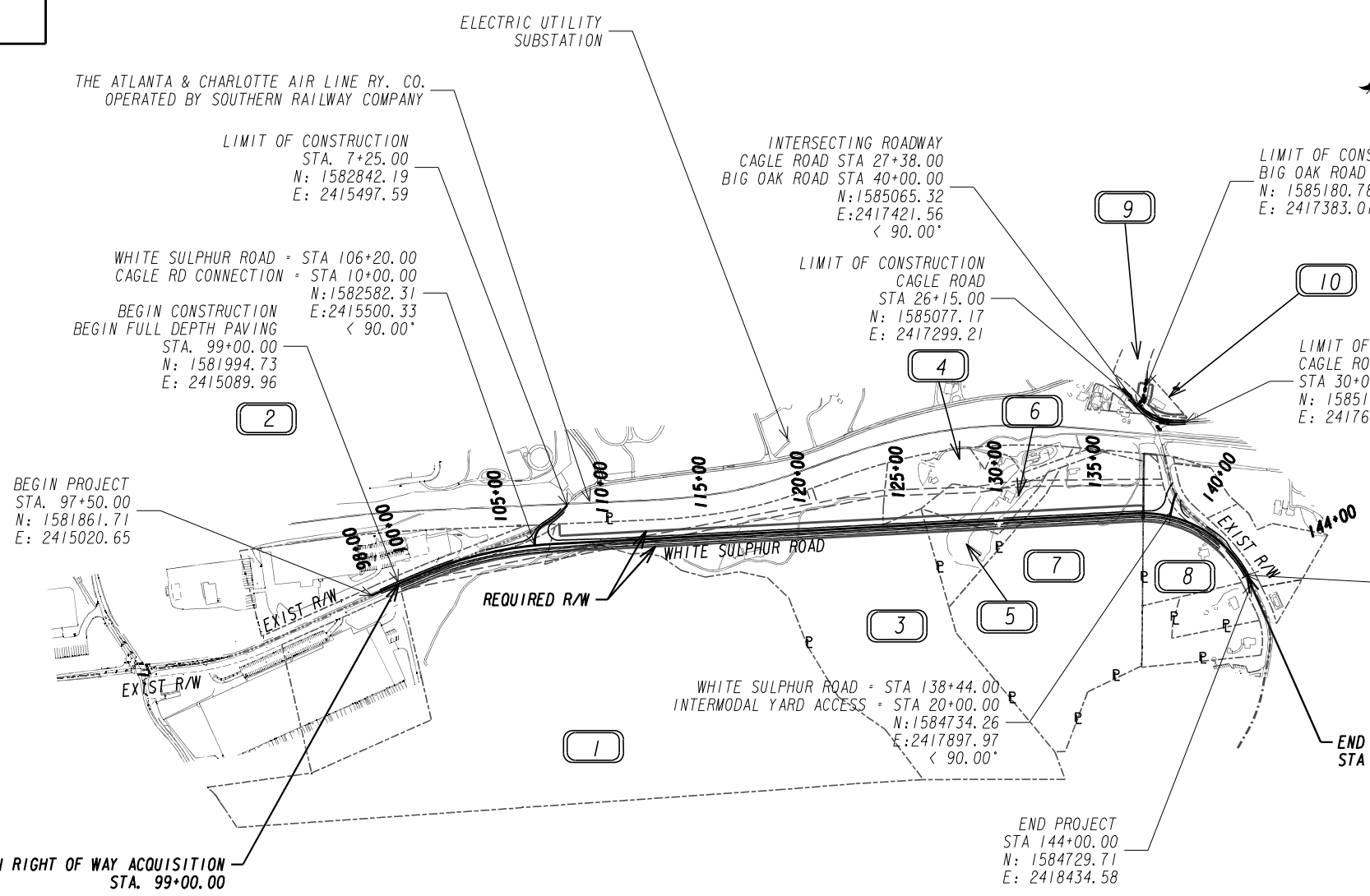
LOCATION & DESIGN APPROVAL DATE:

FUNCTIONAL CLASS:
LOCAL ROAD

THIS PROJECT IS 100% IN HALL COUNTY AND IS 100% IN CONG.DIST.NO.9.

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983/94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF PUBLIC WORKS IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.



THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE HALL COUNTY CONSTRUCTION STANDARDS AND DETAILS BOOK OR GDOT STANDARDS AND ATTACHED APPLICABLE REVISIONS. ANY REVISIONS CONTAINED WITHIN THIS PLAN SET SUPERSEDE THE HALL COUNTY CONSTRUCTION STANDARDS AND DETAILS BOOK OR GDOT STANDARDS WHICH THEY REVISE OR IN WHICH THERE IS A CONFLICT.

VOLKERT 1720 PEACHTREE STREET
SUITE 405
ATLANTA, GA 30309
TEL: (404)-239-2138

PLANS PREPARED BY:

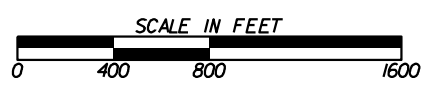
DESIGN

RECOMMENDED FOR ACCEPTANCE BY:

HALL COUNTY

DESIGN ENGINEER

LENGTH OF PROJECT	COUNTY No.139
	Project No. 1162100
	MILES
NET LENGTH OF ROADWAY	0.843
NET LENGTH OF BRIDGES	0
NET LENGTH OF PROJECT	0.843
NET LENGTH OF EXCEPTIONS	0
GROSS LENGTH OF PROJECT	0.843



PLANS COMPLETED 01-27-2023	
REVISIONS	

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.

APPLICANT: **ARABELLA CAPITAL**

REQUEST: **AMEND CONDITIONS OF AN EXISTING PRD FOR A 216-LOT SUBDIVISION.**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	&	COUNTY COMMISSION
Date: JULY 17, 2023		Date: AUGUST 10, 2023
Time: 5:15 PM		Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA 32608

FOR MORE INFORMATION CALL (770) 341-6869

Jun 9, 2023 11:28:52
Cornelia Highway
Gainesville
Hall County
Georgia



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (08/07/23)

REPORT TO: Voting Meeting (08/10/23)

ITEM NO: 421/2023

SUBJECT: **3271 & 3270 Buffington Farm Road | Rezone** | from Agricultural-Residential-III (AR-III) and Vacation-Cottage (V-C) to Planned Residential Development (PRD) on a 55.54± acre tract located on the north side of Buffington Farm Road at its intersection with Cagle Road | Zoned AR-III & V-C; Tax Parcels 09106 000001A & 000005 (pt.) | **Proposed use: 121-lot subdivision** | Commission District 3 | **Arabella Capital, LLC, applicant.**

Meetings:

Work Session Date: 08/07/23

Voting Meeting Date: 08/10/23

Executive Summary:

Presenter: RD

Recommendation:

Approval, with conditions: 1. Development is approved for lots as generally shown on the concept plan and typical lot layout (sheet 200) dated March 27, 2023, and as described in the project narrative, and as described in the final conditions of zoning, modified as necessary for compliance with development standards enforced at the time of site plan approval. Minor changes can be approved by the Planning Director provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards. Any conflict in development standards between the concept plans, project narrative, and conditions of zoning shall be determined by the final conditions of zoning.

2. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards, or processes, in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.

3. This section of the development is approved for a maximum of 121 lots with a minimum lot size of 6,800 square feet each.

4. The minimum heated floor area (HFA) shall be 1,600 square feet for dwelling units. Houses shall be constructed with a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Houses shall be consistent with the submitted renderings for the Annapolis, Harrisburg, Macland, and Creekside elevations. Elevations shall provide a similar expression of depth, dimension, and architectural detailing articulated on the proposed renderings.

5. All homes shall be constructed with a garage with a minimum of two-car capacity.

6. Minimum front yard setback must be a minimum of 20 feet, to accommodate additional parking in driveways without encroaching into rights-of-way.

7. A maximum of 19 lots shall be permitted driveway access from Buffington Farm Road per the conceptual site plan dated March 27, 2023.

8. A left turn lane and deceleration lane on Cagle Road for Buffington Farm Road shall be constructed by the developer per the requirements of the Hall County Traffic Engineering Department.

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

10. The development shall be limited to a maximum of three (3) model homes prior to approval and recording of the final plat.

11. No variances or development exceptions not specifically listed in these conditions of approval are granted.

12. A 50 foot undisturbed buffer shall be maintained along the eastern boundary of the subject property from Buffington Farm Road to the U.S.A.C.E. property.

Purpose of Request:

3271 & 3270 Buffington Farm Road | Rezone | from Agricultural-Residential-III (AR-III) and Vacation-Cottage (V-C) to Planned Residential Development (PRD) on a 55.54± acre tract located on the north side of Buffington Farm Road at its intersection with Cagle Road | Zoned AR-III & V-C; Tax Parcels 09106 000001A & 000005 (pt.) | **Proposed use: 121-lot subdivision** | Commission District 3 | **Arabella Capital, LLC, applicant.**

History:

Facts and Issues:

Options:

Funding Requested

\$ 0.00

Are funds within current budget?

No

Source of Funds

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

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Attorney	Administration
AD	RD	WLI	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Renderings
Deeds
Environmental Health Comments
GDOT Comments
Updated Public Works Comments
Original Public Works Comments
Fire Comments
Traffic Impact Study
Notice Sign Photos



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Randi Doveton, Director of Planning & Development

Date: July 24, 2023

Subject: **3271 & 3270 Buffington Farm Road | Rezone** | from Agricultural-Residential-III (AR-III) and Vacation-Cottage (V-C) to Planned Residential Development (PRD) on a 55.54± acre tract | **Proposed use: 121-lot subdivision | Arabella Capital, LLC, applicant.**

The request before you is the request of Arabella Capital, LLC to Rezone from Agricultural-Residential-III (AR-III) and Vacation-Cottage (V-C) to Planned Residential Development (PRD) to allow a 121-lot subdivision. This item is located within Commission District 3.

At their July 17, 2023 meeting, the Hall County Planning Commission voted to recommend approval with twelve (12) conditions **(4-0, Varner absent)**.

There were **no public comments submitted** in advance of the Planning Commission meeting and **two people spoke in opposition during the public hearing**.

There have been no changes to the request since the Planning Commission took action.

Planning Commission Approval Conditions:

1. Development is approved for lots as generally shown on the concept plan and typical lot layout (sheet 200) dated March 27, 2023, and as described in the project narrative, and as described in the final conditions of zoning, modified as necessary for compliance with development standards enforced at the time of site plan approval. Minor changes can be approved by the Planning Director provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards. Any conflict in development standards between the concept plans, project narrative, and conditions of zoning shall be determined by the final conditions of zoning.
2. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards, or processes, in effect when the plans are

submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.

3. This section of the development is approved for a maximum of 121 lots with a minimum lot size of 6,800 square feet each.
4. The minimum heated floor area (HFA) shall be 1,600 square feet for dwelling units. Houses shall be constructed with a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Houses shall be consistent with the submitted renderings for the Annapolis, Harrisburg, Macland, and Creekside elevations. Elevations shall provide a similar expression of depth, dimension, and architectural detailing articulated on the proposed renderings.
5. All homes shall be constructed with a garage with a minimum of two-car capacity.
6. Minimum front yard setback must be a minimum of 20 feet, to accommodate additional parking in driveways without encroaching into rights-of-way.
7. A maximum of 19 lots shall be permitted driveway access from Buffington Farm Road per the conceptual site plan dated March 27, 2023.
8. A left turn lane and deceleration lane on Cagle Road for Buffington Farm Road shall be constructed by the developer per the requirements of the Hall County Traffic Engineering Department.
9. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
10. The development shall be limited to a maximum of three (3) model homes prior to approval and recording of the final plat.
11. No variances or development exceptions not specifically listed in these conditions of approval are granted.
12. A 50 foot undisturbed buffer shall be maintained along the eastern boundary of the subject property from Buffington Farm Road to the U.S.A.C.E. property.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Arabella Capital, LLC

Request Rezone from Agricultural Residential-III (AR-III, [17.110](#)) and Vacation-Cottage (V-C, [17.50](#)) to Planned Residential Development (PRD, [17.180.060](#))

Proposed Use 121-lot subdivision

Size 55.54 ± acres

Zoning Current Agricultural Residential-III (AR-III, [17.110](#)) and Vacation-Cottage (V-C, [17.50](#)) | Proposed Planned Residential Development (PRD, [17.180.060](#))

Location 3271 & 3270 Buffington Farm Road | Tax Parcels 09106 000001A & 000005 (pt.)

Commission District Three

Planning Commission Date July 17, 2023

Staff Recommendation **Approval, with conditions, based on the intended use and prior approvals, the requested zoning designation is appropriate.**

Planning Commission Recommendation.....**Approval, with conditions**
Vote: 4-0 (Varner absent)

Planning Commission Conditions:

1. Development is approved for lots as generally shown on the concept plan and typical lot layout (sheet 200) dated March 27, 2023, and as described in the project narrative, and as described in the final conditions of zoning, modified as necessary for compliance with development standards enforced at the time of site plan approval. Minor changes can be approved by the Planning Director provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards. Any conflict in development standards between the concept plans, project narrative, and conditions of zoning shall be determined by the final conditions of zoning.

2. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards, or processes, in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.
3. This section of the development is approved for a maximum of 121 lots with a minimum lot size of 6,800 square feet each.
4. The minimum heated floor area (HFA) shall be 1,600 square feet for dwelling units. Houses shall be constructed with a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Houses shall be consistent with the submitted renderings for the Annapolis, Harrisburg, Macland, and Creekside elevations. Elevations shall provide a similar expression of depth, dimension, and architectural detailing articulated on the proposed renderings.
5. All homes shall be constructed with a garage with a minimum of two-car capacity.
6. Minimum front yard setback must be a minimum of 20 feet, to accommodate additional parking in driveways without encroaching into rights-of-way.
7. A maximum of 19 lots shall be permitted driveway access from Buffington Farm Road per the conceptual site plan dated March 27, 2023.
8. A left turn lane and deceleration lane on Cagle Road for Buffington Farm Road shall be constructed by the developer per the requirements of the Hall County Traffic Engineering Department.
9. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
10. The development shall be limited to a maximum of three (3) model homes prior to approval and recording of the final plat.
11. No variances or development exceptions not specifically listed in these conditions of approval are granted.
12. A 50 foot undisturbed buffer shall be maintained along the eastern boundary of the subject property from Buffington Farm Road to the U.S.A.C.E. property.

Public Forum:

Seth Vining, 3587 Lake View Drive, Gainesville, spoke in opposition. Concerns were traffic with new construction nearby and the size of the development.

Jerry Springfield, 12 Forest Hill SW, Cartersville, spoke in opposition. Concerns were public road access and traffic.

Summary Analysis

The subject request is to rezone 55.54± acres from Agricultural Residential-III (AR-III, [17.110](#)) and Vacation-Cottage (V-C, [17.50](#)) to Planned Residential Development (PRD, [17.180.060](#)) for the purpose of developing a 121-lot subdivision.

The properties exist without any dwellings and sit adjacent to Lake Lanier. The general area does not have a singular identifiable character. Several subdivisions populate the area – Surfside Club Estate, Pine Point, and Lake View Section. There are a significant number of vacant lots – large and small. The zoning varies throughout the area – AR-III, PRD, R-I, I-II, and V-C. Thus, the development types vary between mobile homes and single-family dwelling units of various sizes.

The proposed development is comprised of 121 single-family residential lots, an addition to the existing proposed development on the adjacent parcels. The proposed development will include accessory uses of amenity areas, community areas/buildings, lake access, parking for residents, and other typical ancillary support services for a residential subdivision. Additional alterations in the proposed development as identified by the applicant’s narrative and site plan submittals are identified below:

The narrative states that single-family lots shall be at least 6,500 square feet in area and at least 40 feet wide. The following development standards were proposed, some of which are deficient based on the Planned Residential Development (PRD, [17.180.060](#)) standards:

Standard	Required	Proposed
Minimum Lot Area	8,000 square feet	6,500 square feet
Minimum Lot Width	50 feet	40 feet
Minimum Front Yard Setback	25 feet	20 feet
Minimum Exterior Buffer	50 feet	6 foot fence and a single row of trees (only a portion of boundary in Phase III)

All other standards are either proposed to be met or will be required to demonstrate compliance during the permitting process.

Based on the future land-use plan, staff finds the *requested zoning designation* is not consistent with the Hall County Comprehensive Plan. The Comprehensive Plan’s future land use designation for the subject parcel is “Lake Area Residential.” This land use category is characterized by low-density single-family residential and neighborhoods. The intent of land use category is to preserve established neighborhoods and create opportunities for permanent and vacation residences similar in land use patterns to Residential Areas but at a lower density. The Lake Area Residential designation envisions 1 dwelling per acre; however, the maximum recommended density is 2 units per acre within a Planned Residential Development (PRD, [17.180.060](#)), and the proposed development falls just below that at 1.96 DU/acre.

There is an associated application to amend the conditions of a previously approved Planned Residential Development (PRD, [17.180.060](#)) on a neighboring 110.345± acres. The intent is to develop the two subject areas in phases of one cohesive development.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the following items must be considered by Planning commission and the Hall County Commission pursuant to [17.380.060](#):

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The zoning proposal is suitable given the context of the surrounding area. The adjacent developed parcels are a consistent character.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed residential use will adversely affect adjacent properties. An updated traffic study found that “due to overall low traffic volumes in the vicinity of**

the project site, the existing roadway capacity and lane configuration is expected to be sufficient to accommodate future traffic volumes in the area. No roadway improvements are recommended along Buffington Farm Road or at the study intersections.”

3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **It is unclear whether the property has reasonable economic use as currently zoned.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **Staff does not find that the proposed development will cause an excessive or burdensome use of existing streets, transportation facilities, or utilities.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is not consistent with the Comprehensive Plan and the “Lake Area Residential” land use designation. Density is envisioned to be less than one unit per acre, and the proposed development exceeds that minimum.**
6. The extent to which property values are diminished by the existing zoning restrictions; **The proposed density is greater than the current zoning, so it is likely the value of the property is increased with the added density.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **Hall County property tax records shows that [tax parcel 09106 000001A](#) is developed with a single-family residence constructed in 1941. [Tax parcel 09106 000005](#) is undeveloped.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is a Planned Residential Development (PRD, [17.180.080](#)). Per the Official Code of Hall County, Planned Development District ([17.180](#)) are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. That being said, the proposed density is higher than that found on surrounding properties.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed density is higher than that found on surrounding properties but in general the use does not appear to be out of scale with the needs of the County as a whole, as there is a need for additional and a variety of housing.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support a moderate-density single-family residential uses based on the Future Land Use Map.**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

A Planned Residential Development (PRD, [17.180.080](#)) 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. Based on the intended use and prior approvals, the requested zoning designation is appropriate.

[17.380.050](#) - Submission requirements for a rezoning request

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in [chapter 17.30](#) to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **Proposal meets the requirement. Applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **Proposal does provide a narrative outlining the intent of the change; however, the applicant has not prepared a response to each of the criteria listed in [17.380.060.C](#).**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat

or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **Proposal does meet the requirement. The applicant has provided typical house location plans, but the siting of each unit will not be submitted until the building permit process.**

- C. For any application for a slow rate land treatment system (see [chapter 17.20](#)), the following additional requirements apply. **The proposed development will utilize public sewer and water; as such, this is not applicable.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **Proposal does meet the requirement. The traffic study found that “due to overall low traffic volumes in the vicinity of the project site, the existing roadway capacity and lane configuration is expected to be sufficient to accommodate future traffic volumes in the area. No roadway improvements are recommended along Buffington Farm Road or at the study intersections.”**

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

In an email dated June 9, 2023, Emily McGahee stated “No comment, public sewer.”

Hall County Fire Marshal

An email dated May 1, 2023 John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated the following:

Phase 1, 2, and 3 must meet the following fire codes below.

503.2.2 Authority.

The *fire code official* shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction. The fire apparatus access roads shall comply with the requirements of this section and Appendix D of the International Fire Code 2018 edition including Georgia State modifications.

Georgia State Modifications Below:

Add a new section, Appendix D 107.1, as follows:

Developments of one- or two-family dwellings where the number of dwelling units exceeds 120 shall be provided with two separate and approved fire apparatus access roads. Phase 2 is proposed to have 136 dwelling units.

Exceptions:

1. Where there are more than 120 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in

accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.

2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.
3. The fire apparatus access roads cannot be installed because of location on the property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided. Plans shall accompany the written request that delineate improvements to proposed fire apparatus access roads approved by the fire code official of the local responding fire department. Recommended compliance alternatives for residential developments having less than the minimum of two entrances includes, but is not limited to one of more of the following alternative remedies:
 1. Enhanced turning radii to meet local responding fire department requirements; and/or
 2. Increased road widths to meet local responding fire department requirements; or the Hall County Fire Marshal's Office requires road widths of 26' when the number of dwellings exceed 120 in residential developments.
 3. Fire Lane signs per D103.6 in locations determined by the Fire Code Official; or
 4. The absence of dead-end streets and cul-de-sacs; and unless the requirements meet or exceed Table D103.4 for Fire Apparatus Access Roads; or
 5. The primary entrance roadway being a boulevard with medians and each lane meeting fire access road widths; or
 6. Single entrance roads providing a dedicated emergency lane separating each drive lane; or
 7. Additional fire apparatus access road which is permitted to be a roadway or approved surface not accessible to motor vehicles, designed by a registered design professional to meet the loading requirements and minimum specifications of Appendix D; and this surface provides all weather conditions capabilities for emergency fire department access; or
 8. Statement by Fire Code Official that the Plans submitted meet the requirements of Exception 3 and/or Appendix D for access by local responding fire department

Pursuant to O.C.G.A. Title 25-2-12 (e)(4) the local fire official, building official, or developer may obtain a waiver when adequate access appropriate for the fire apparatus of the local responding fire department is not met or provided by using alternative methods on a waiver form designed and prescribed by the Safety Fire Commissioner. The State Fire Marshal or designated representative shall respond within 30 days for the decision for approval or disapproval or recommendations for modifications to the Plan If the 30-day time frame is not met, the Plans submitted shall be deemed to be approved.

Add a new section, Appendix D 107.2, as follows:

Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

503.2.5 Dead ends.

Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus. See Table D103.4 Requirements for dead end fire apparatus roads.

503.6 Security gates.

The installation of security gates across a fire apparatus access road shall be *approved by the fire code official*. Where security gates are installed, they shall have an *approved* means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200. Knox key switch override device shall be installed at each gate that is access controlled.

Fire apparatus roads shall not terminate abruptly at a security gate, approved turnaround shall be provided.

507.5.1 Where required.

Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an *approved* route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the *fire code official*. All proposed dwellings shall be no greater than 400' hose lay distance from a fire hydrant as the fire truck travels.

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated June 15, 2023, Bill Nash, Director, stated the following:

Engineering:

The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Show stream buffer and impervious setback from wrested vegetation not center line of stream.

All lots to be accessed by internal roads.

Phase #3 comments already on package.

Traffic:

Recommend requiring a left turn lane and deceleration lane on Cagle Road for Buffington Farm Road.

Utilities:

Hall county sewer district- sewer connection may be within feasible distance.

Georgia Department of Transportation

In an email dated April 28, 2023, Parker Niebauer, D1TO Traffic Operations Supervisor, indicated coordination would not be required.

➤ **Excerpts from the minutes of the July 17, 2023 meeting**

Applicant's Presentation:

Randi Doveton, Planning Director, presented a summary of the request.

Wes Robinson, 200 E.E. Butler Parkway, Gainesville, presented the request. The applicant stated that the location of the amenity area has changed and that the rezoning request is for a separate phase with its own entrance but same layout. The applicant is requesting a variance to not require the 50 foot undisturbed buffer in the rear of 8 lots in Phase III but instead to construct a 6 foot fence and single row of trees along the property line. The applicant stated the updated traffic study has taken into consideration future development and suggest no new street lights are needed.

Adam Whitmire, 829 Long River Trail, Hoschton, presented the request.

Rebuttal

Mr. Robinson stated that the traffic study doesn't specifically name the new elementary school or inland port but it does take into consideration the overall future traffic. Mr. Whitmire explained that Buffington Farm Road will not become a private road, it will continue to be a public road. Mr. Whitmire discussed options of a gate placement in Phase II. The applicants explained the site plan.

Public Forum:

Seth Vining, 3587 Lake View Drive, Gainesville, spoke in opposition. Concerns were traffic with new construction nearby and the size of the development.

Jerry Springfield, 12 Forest Hill SW, Cartersville, spoke in opposition. Concerns were public road access and traffic.

Planning Commission Comments:

Mr. Braswell clarified that the correct acreage size of the rezone request is 62.26± acres. Mr. Braswell questioned if there would be any other private roads or gates. Mr. Whitmire stated that Phase I is private with a gate, Phase II will have a gate, but Phase III will not. Mr. Hunt stated that his only concern with a gate

in Phase II is that it impedes access to other residents on the public road. The applicants stated they will accommodate to prevent that. Mr. Whitmire stated that the homes in Phase III will be smaller with a minimum 1,600 sq. ft. Mr. Hunt stated that smaller homes are needed. Ms. Pilcher and Mr. Hunt stated that they could not support a variance in Phase III that did away with the rear 50 foot undisturbed buffer. Ms. Pilcher suggested that the 8 lots affected by the buffer be reconfigured to be wider and have the layout adjusted. Mr. Robinson stated it would be favorable to have the variance since the topography is tricky.

Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Ms. Picher. Vote: 4-0 (Varner absent)

Conditions:

1. *Development is approved for lots as generally shown on the concept plan and typical lot layout (sheet 200) dated March 27, 2023, and as described in the project narrative, and as described in the final conditions of zoning, modified as necessary for compliance with development standards enforced at the time of site plan approval. Minor changes can be approved by the Planning Director provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards. Any conflict in development standards between the concept plans, project narrative, and conditions of zoning shall be determined by the final conditions of zoning.*
2. *Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards, or processes, in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.*
3. *This section of the development is approved for a maximum of 121 lots with a minimum lot size of 6,800 square feet each.*
4. *The minimum heated floor area (HFA) shall be 1,600 square feet for dwelling units. Houses shall be constructed with a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Houses shall be consistent with the submitted renderings for the Annapolis, Harrisburg, Macland, and Creekside elevations. Elevations shall provide a similar expression of depth, dimension, and architectural detailing articulated on the proposed renderings.*
5. *All homes shall be constructed with a garage with a minimum of two-car capacity.*
6. *Minimum front yard setback must be a minimum of 20 feet, to accommodate additional parking in driveways without encroaching into rights-of-way.*
7. *A maximum of 19 lots shall be permitted driveway access from Buffington Farm Road per the conceptual site plan dated March 27, 2023.*
8. *A left turn lane and deceleration lane on Cagle Road for Buffington Farm Road shall be constructed by the developer per the requirements of the Hall County Traffic Engineering Department.*
9. *All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.*

- 10. The development shall be limited to a maximum of three (3) model homes prior to approval and recording of the final plat.*
- 11. No variances or development exceptions not specifically listed in these conditions of approval are granted.*
- 12. A 50 foot undisturbed buffer shall be maintained along the eastern boundary of the subject property from Buffington Farm Road to the U.S.A.C.E. property.*

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)

Arabella Capital, LLC
 2255 Buford Highway Suite 250
 Buford GA 30518
 Phone 770.330.5859
 Email Address melissa@arabellacapital.com
 Proposed Use Subdivision

Property Owner (Name & Mailing Address)

Mambo Cat, LLC
 PO Box 2698
 Gainesville GA 30501
 Phone 678-316-8178
 Email Address buzzmeeks73@gmail.com almik113@hotmail.com
 Green Implementation Group LLC
 300 E Smokehouse Terrace
 Alpharetta GA 30005

Contact Person (Name & Mailing Address)

T. Wesley Robinson
 PO Box 1457
 Gainesville GA 30503
 Phone 770.532.63212
 Email Address twr@homlaw.com
 Tax Parcel Number See attached parcel list
 Location Address See attached parcel list

Status of Applicant

- Owner
- Option to Purchase
- Area Resident
- Other

Requested Action

Existing Zoning: AR-III & PRD
 Rezone to: PRD
 Fee: \$
 Receipt #:
 Check #:

Acreage 172.55

I hereby certify that the above information and all attached information are true and correct.

Sign  Date: 3/27/23

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: _____

PARCEL LIST

Owner: Green Implementation Group LLC

09105 000001	3329 WISHING WELL TER
09106 000001A	3271 BUFFINGTON FARM RD
09106 000007	3293 BUFFINGTON FARM RD
09106 000013	3205 WATER LILY DR
09106 000014	3211 WATER LILY DR
09106 000015	3217 WATER LILY DR
09106 000016	3223 WATER LILY DR
09106 000017	3229 WATER LILY DR
09106 000018	3237 WATER LILY DR
09106 000019	3325 WISHING WELL TER
09106 000020	3330 WISHING WELL TER
09106 000021	3320 WISHING WELL TER
09106 000022	3234 WATER LILY DR
09106 000023	3220 WATER LILY DR
09106 000024	3208 WATER LILY DR
09106 000025	3317 WISHING WELL TER
09108 000107	3302 WISHING WELL TER
09108 000108	3303 WISHING WELL TER
09108 000109	3309 WISHING WELL TER
09106 000003	3341 BUFFINGTON FARM

Owner: MAMBO CAT LLC

09106 000005	3270 BUFFINGTON FARM
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PLANNING AND DEVELOPMENT DEPARTMENT
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MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Mambo Cat, LLC

Address PO Box 2698
Gainesville, GA 30501

Phone Number 678-316-8178

Name of applicant(s) Arabella Capital, LLC

Address 2255 Buford Highway, Suite 250
Buford, GA 30518

Phone Number 770-330-5859

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)
[Handwritten Signature]

Personally appeared before me
Marion L. Meeks, Jr.

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

[Handwritten Signature]
Notary Public

1-23-22
Date



PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Date: 6-23-22

Applicant's/Owner's Name (Printed): Mambo Cat, LLC

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) Green Implementation Group, LLC
Address 300 E. Smoketree Terrace
Johns Creek, GA 30005
Phone Number _____

Name of applicant(s) Arabella Capital, LLC
Address 2255 Buford Highway, Suite 250
Buford, GA 305181
Phone Number 770-330-5859

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

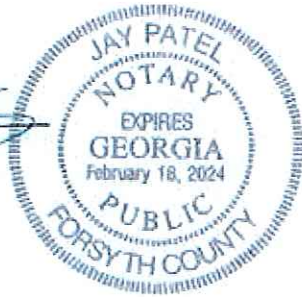
I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

Personally appeared before me

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 03/11/2023

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.

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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

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: 2/11/23

Applicant's/Owner's Name (Printed): Green Implementation Group, LLC

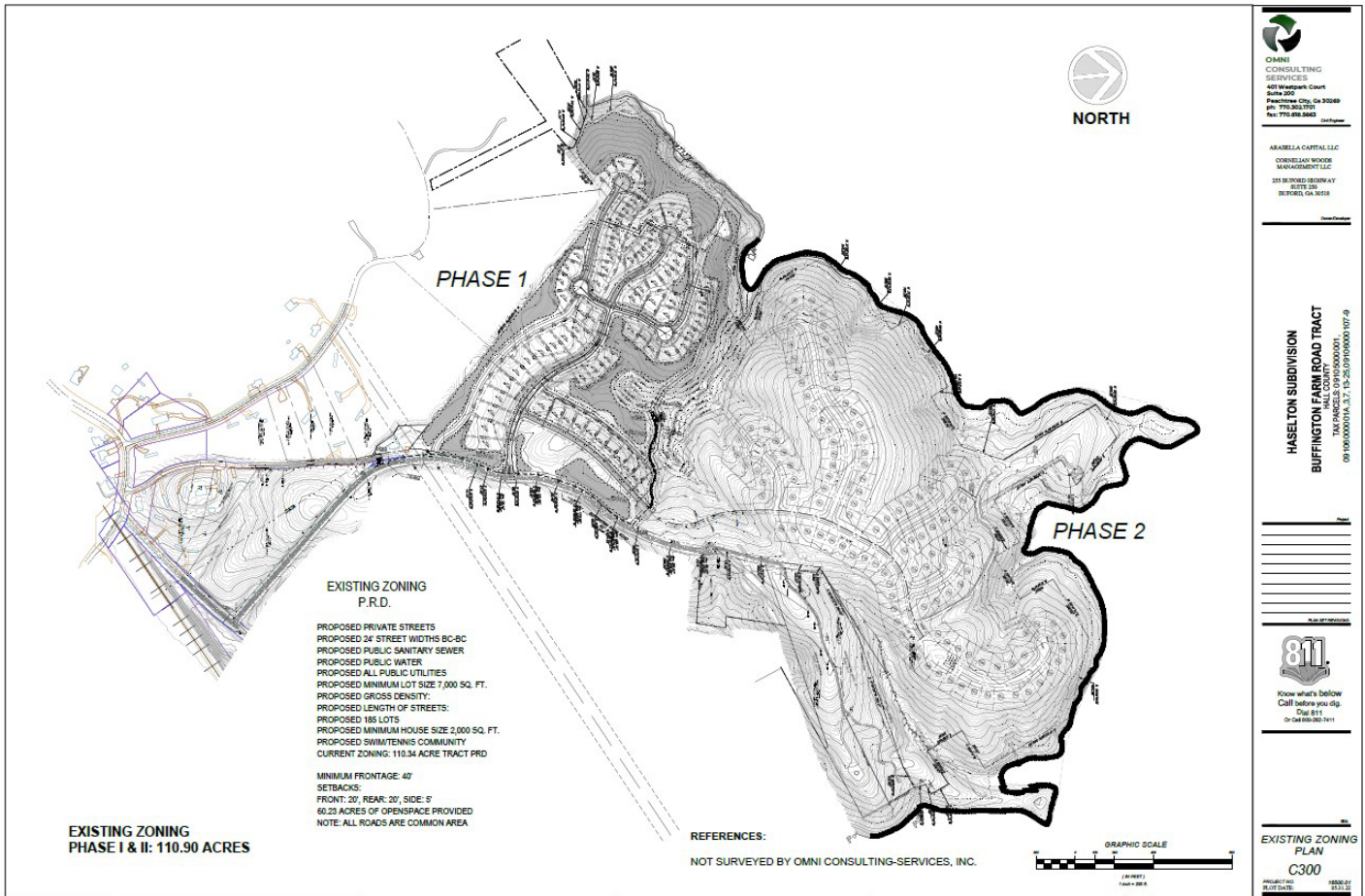
ZONING NARRATIVE

Applicant seeks both the modification of an existing PRD and to add additional acreage to that PRD. The additional acreage will be rezoned from AR-III to PRD so as to allow the development of the additional acreage as a third phase of the exiting Hazelton Subdivision.

A complete list of the parcels involved in this application is:

Owner: Green Implementation Group LLC
09105 000001 3329 WISHING WELL TER
09106 000001A 3271 BUFFINGTON FARM RD
09106 000007 3293 BUFFINGTON FARM RD
09106 000013 3205 WATER LILY DR
09106 000014 3211 WATER LILY DR
09106 000015 3217 WATER LILY DR
09106 000016 3223 WATER LILY DR
09106 000017 3229 WATER LILY DR
09106 000018 3237 WATER LILY DR
09106 000019 3325 WISHING WELL TER
09106 000020 3330 WISHING WELL TER
09106 000021 3320 WISHING WELL TER
09106 000022 3234 WATER LILY DR
09106 000023 3220 WATER LILY DR
09106 000024 3208 WATER LILY DR
09106 000025 3317 WISHING WELL TER
09108 000107 3302 WISHING WELL TER
09108 000108 3303 WISHING WELL TER
09108 000109 3309 WISHING WELL TER
09106 000003 3341 BUFFINGTON FARM
Owner: MAMBO CAT LLC
09106 000005 3270 BUFFINGTON FARM

History of Use. That portion of the property that is now designated as Phase I was originally platted as a subdivision of estate lots in 2005 as currently shown on the tax assessor records. That development was never successful. In May 2016 the property that is now designated as Phase I and Phase II of the Haselton subdivision was rezoned to PRD for use as a subdivision. This PRD did away with the previous estate lots. The current PRD is configured as shown below:



Phase I of the subdivision is currently under development. A land disturbance permit was issued on December 14, 2017. The development of sewer infrastructure in the area, the pandemic and other market conditions have delayed the development of this Phase. However, horizontal development of infrastructure for this Phase is now underway. A copy of the Civil/Site plans for Phase I have been included with the materials filed along with this application.

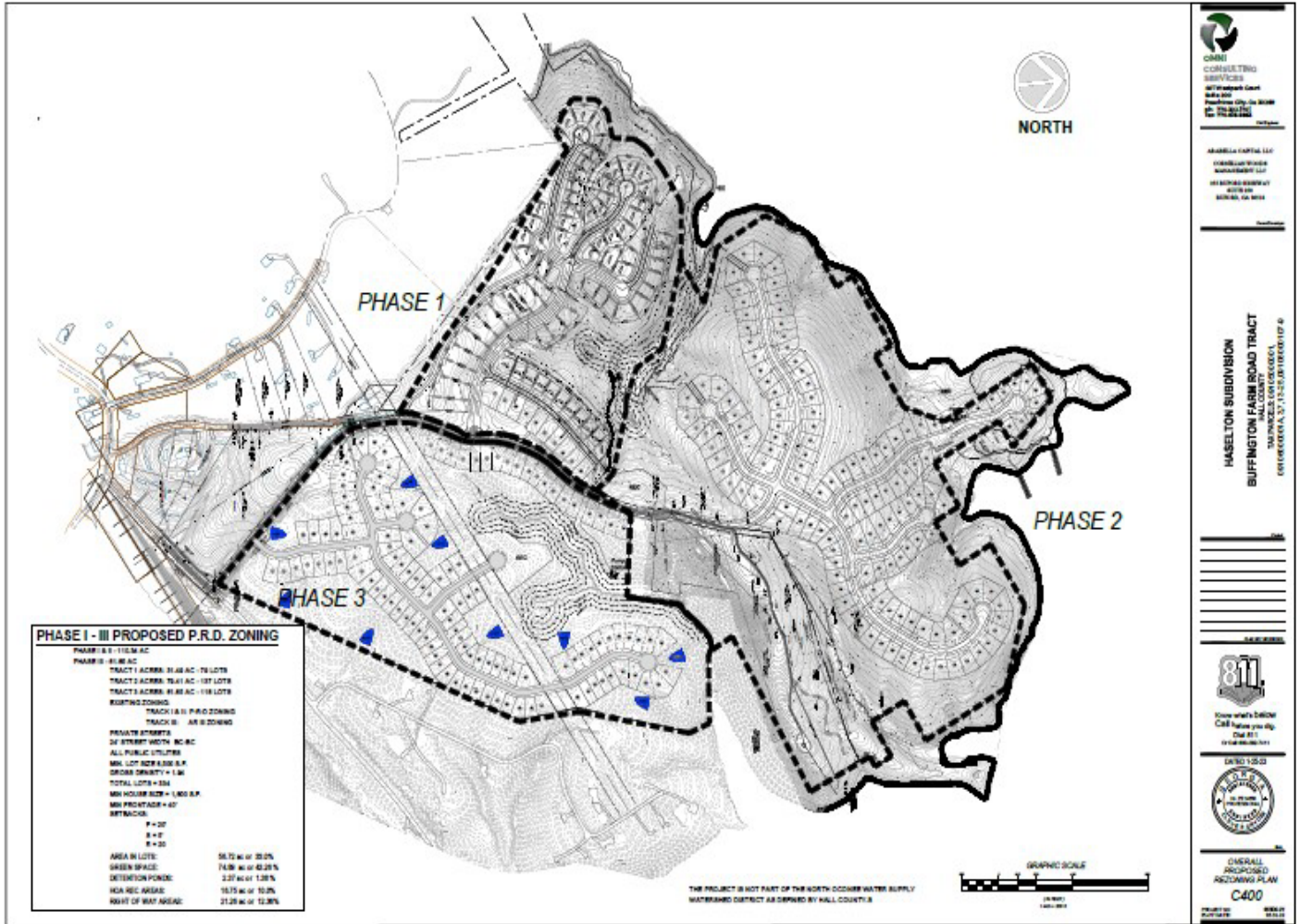
The adjoining tract, Tax Parcel 09106 000005, containing 61.65 acres is located off of Buffington Farm Road and adjoins this above PRD tract. This property is currently vacant and undeveloped apart from a 100' transmission line which traverses the property. This parcel is currently owned by Mambo Cat, LLC and is under contract for sale to the Applicant.

Proposed Use. The application requests both the amendment of an existing PRD and to add additional property to that PRD. The existing subdivision is called Haselton and is located off of Buffington Farm Road in East Hall County.

Applicant proposes to amend the existing PRD so as to add eleven (11) additional lots to Phase I of the Haselton PRD. The proposed revised site plan also reconfigures the approved roadways in Phase II of the Haselton Subdivision and relocates the amenity area.

Applicant seeks to add additional property to the existing PRD. The additional property, consisting of a 61.65 acres tract of land, will be rezoned from AR-III to PRD. This additional property is designated as Tax Parcel 09106 00005 by the Hall County Tax Assessor. The basis for this zoning action is to allow for the development of an additional phase within the existing Haselton Subdivision.

The proposed use of the property is for a one hundred twenty-one (121) lot phase to be added to the existing Hazelton Subdivision. The property will have an amenity area including a swimming pool and an associated playground. The proposed site plan is depicted below:



As proposed the entire property will consist of approximately 171.84 acres. Of that, 56.72 acres (33%) will be residential lots, 78.62 Acres (44.64%) will be greenspace and ponds, 16.75 acres (10%) will be HOA recreational areas and 21.26 acres (12.36%) will be right of way areas. There will be a total of 337 lots. The density for the entire project is less than two units per acre.

As shown on the site plan the actual acreage is as follows:

PHASE I - III PROPOSED P.R.D. ZONING

PHASE I & II - 110.34 AC

PHASE III - 81.85 AC

TRACT 1 ACRES: 31.48 AC - 80 LOTS

TRACT 2 ACRES: 79.41 AC - 138 LOTS

TRACT 3 ACRES: 81.85 AC - 121 LOTS

EXISTING ZONING:

TRACK I & II: P-R-D ZONING

TRACK III: AR III ZONING

PRIVATE STREETS

24' STREET WIDTH BC-BC

ALL PUBLIC UTILITIES

MIN. LOT SIZE 8,600 S.F.

GROSS DENSITY = 1.88

TOTAL LOTS = 337

MIN HOUSE SIZE = 1,800 S.F.

MIN FRONTAGE = 40'

SETBACKS:

F = 30'

S = 5'

R = 20'

AREA IN LOTS: 56.72 ac or 33.0%

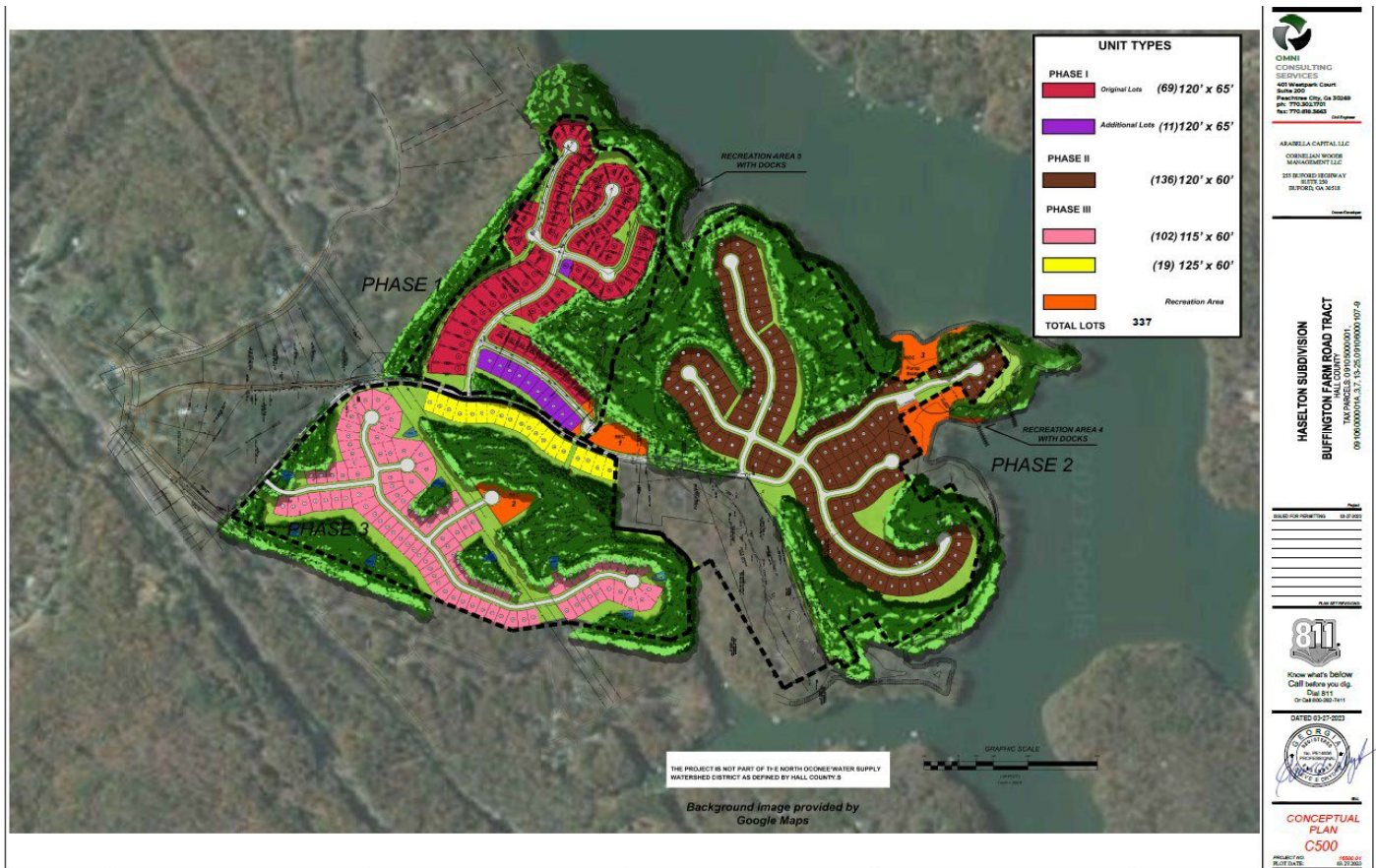
GREEN SPACE: 74.89 ac or 43.26 %

DETENTION PONDS: 2.37 ac or 1.38 %

HOA REC AREAS: 16.75 ac or 10.0%

RIGHT OF WAY AREAS: 21.26 ac or 12.36%

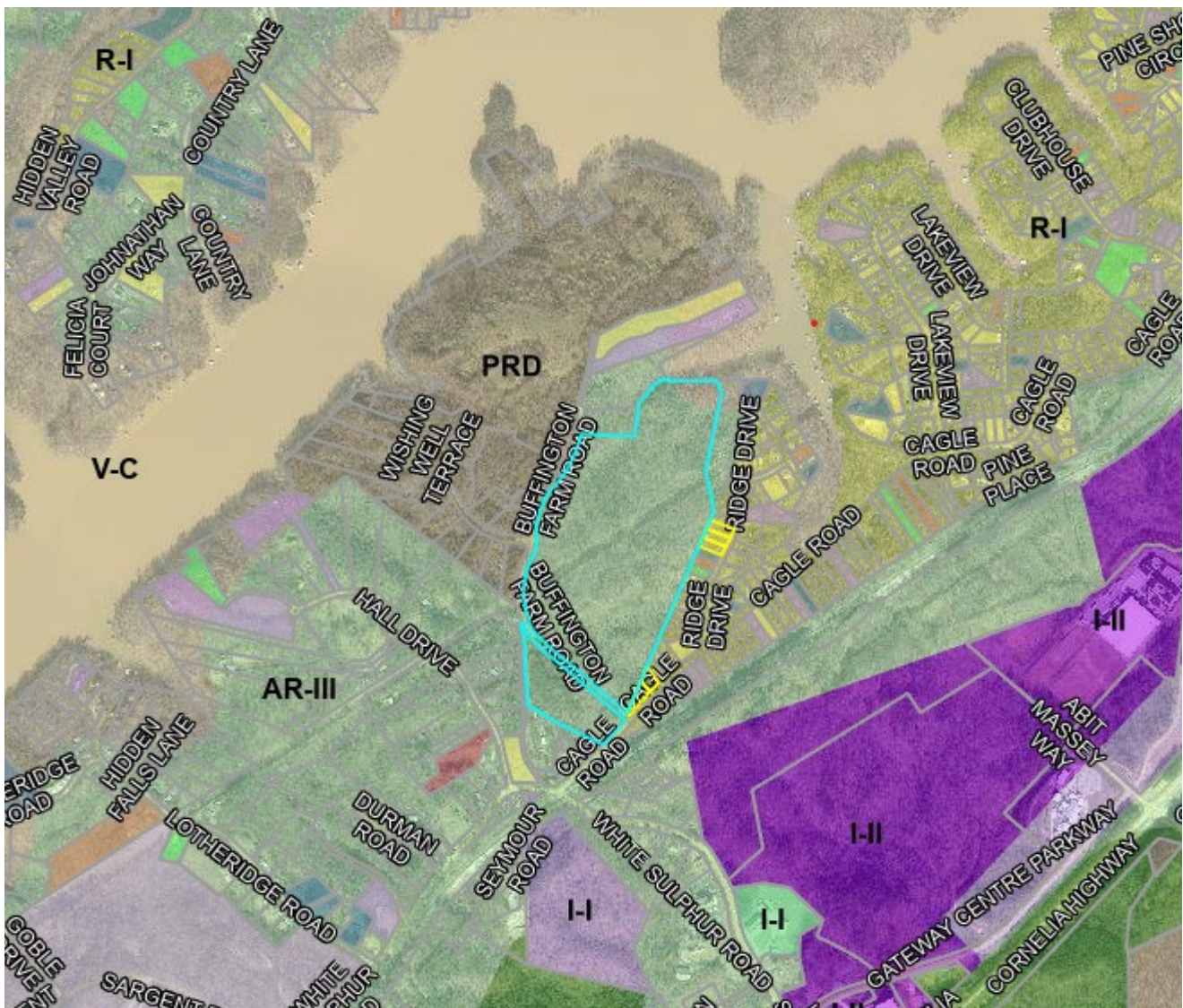
A depiction of the entire development broken down into phases is as follows:



Current Zoning. The current zoning for the undeveloped 61.65 acres (09106 000005) is AR-III. The balance of the property is already zoned PRD.

Development Schedule. Development of Phase I is currently underway. Horizontal development is expected to be completed in mid-2024. Vertical construction will begin immediately thereafter. Current plans are to begin horizontal development of Phases II and III in the first part of 2024. It is anticipated that infrastructure will be completed by the end of 2026.

Surrounding Zoning/Uses. The existing PRD property is largely surrounded by Lake Lanier and residential property, largely zoned AR-III. The 61.65-acre tract adjoins the PRD and other residential uses largely zoned AR-III and R-I. The property is in across Cagle Road from the property currently zoned I-I and I-II which are part of the future inland port. A copy of the GIS map with surrounding zoning is below:



Sewer/Septic. The homes would be serviced by sewer provided by Hall County Sewer and water provided by the City of Gainesville. A Sewer Availability Letter from Hall Counter Public Works and Utilities is

included in the application. The sewer allocations for 338 lots represents all of the proposed lots in Phases 1, 2 and 3.

Traffic. A traffic study has been provided as a part of the application. The site is accessed from Buffington Farm Road. Original plans for Haselton Phase II called for a cul-de-sac at the end of Buffington Farm Road. Applicant proposes to eliminate that cul-de-sac as outlined on the attached plan so as to access Phase II lots via an extension of Buffington farm Road. This will eliminate the need for an additional roadway between Phase I and Phase II, allowing for additional recreational space, green space lots. The extension of Buffington Farm Road will also provide for superior access to the driveways of the adjacent landowners at the end of Buffington Farm Road. Phase III will include 19 lots on Buffington Farm Road. The remaining 99 lots would be accessed via new roads as depicted on the site plan.

Home Size. The homes for Phases 1 & 2 will be a minimum of 2,000 SF 4-6 bedrooms applying a modern farm and costal architectural style. The price point will be from \$600-\$900k. Phase 3 will be a minimum of 1,500 SF 3-4 bedrooms using a similar architectural style as phase 1 & 2 with a price point of \$300-\$400k. All homes will have a 2-car garage with adequate driveway parking. Below are elevations similar to what will be built. Because of the higher price point of phase 1 & 2, there will be many semi-custom homes with unique features. Detailed examples of home plans have been included with this submission. The general appearance of and materials will be similar to the following:

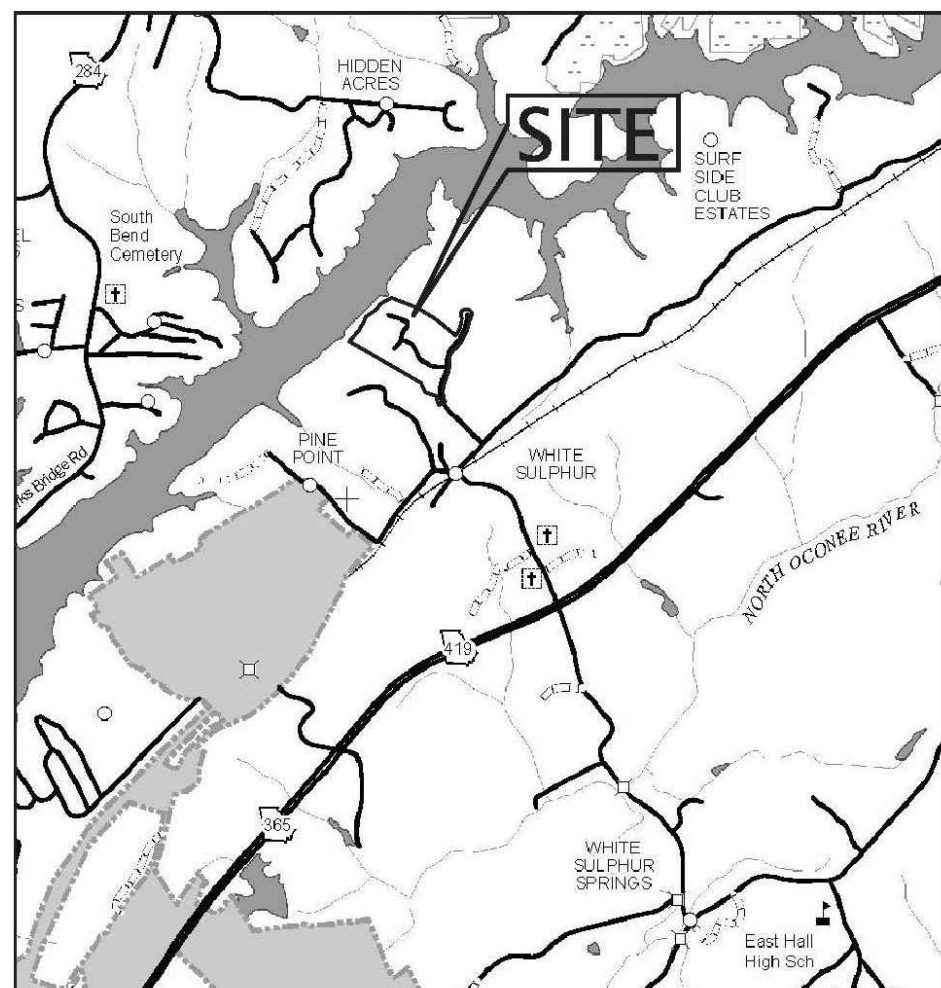




Amenities. There will be several separate Homeowner's Associations established to maintain all private utilities and common areas. The current plan is to have a number of amenities including swim and boat slips for interested homeowners. There will be a large amenity area located between Phase I and Phase II as depicted as Rec Area #1 on the site plan. This area will have a pool and pool house, playground and pickle ball courts. The intent is for this to serve Phase I and Phase II only. There is an additional community dock area located within Phase II as depicted as Rec Area #2 on the site plan. This will have a small community area with a pavilion and parking for the dock. There is a currently approved seventy-two (72) slip dock. Walking trails in common areas will traverse the open space with pocket parks located at convenient locations. The open space will be available for all homeowners to use and enjoy with restricted areas to be determined by the association. There will be a separate amenity area located within the boundaries of Phase III that will serve only the homeowners within that phase as depicted as Rec Area #3 on the site plan.

Model Home. Applicant proposes the use of at least one Model Home to be constructed before final plat.

Set Back Issues. Several lots in Phase III border another residential subdivision. Topography in the area limits the placement of the roadways. In this area Applicant proposes to substitute a six (6') foot fence and single row of trees in lieu of a traditional buffer.



LOCATION MAP
SCALE: N.T.S.

REZONING PLAN FOR PHASE I, II & III OF HASELTON/BUFFINGTON FARMS

PROJECT DATA:

TOTAL TRACT SIZE: 171.99 ACRES
PHASE I & II - 110.34 ACRES
PHASE III - 61.65 ACRES

CURRENT ZONING: PRD - PHASE I & II
AR-III - PHASE III

TAX PARCELS: PHASE 1 - 09105000001, 09106 000019, 09106 000025,
09108 000109, 09108 000108, 09108 000107,
09106 000020, 09106 000021, 09106 000022,
09106 000023, 09106 000024, 09106 000018,
09106 000017, 09106 000016, 09106 000015,
09106 000014, 09106 000013

PHASE 2 - 09106 000003

PHASE 3 - 09106 000005, 09106 000010

PROPOSED SINGLE FAMILY ATTACHED LOTS

PHASE I - 80 LOTS
PHASE II - 136 LOTS
PHASE III - 121 LOTS
TOTAL LOTS 337 LOTS

TOTAL PROPOSED DENSITY: 1.96 UNITS PER ACRE

PUBLIC WATER - CITY OF GAINESVILLE
PUBLIC SEWER - HALL COUNTY

AREA IN LOTS: 56.72 ac or 33.00%
GREENSPACE: 74.89 ac or 43.26 %
PONDS: 2.37 ac or 1.38 %
HOA REC AREAS: 16.75 ac or 10.00%
RIGHT OF WAY AREAS: 21.26 ac or 12.36%

SHEET INDEX

C001	COVER ALTA SURVEY PHASES 1 & 2 - BY OTHERS ALTA SURVEY PHASE 3 - BY OTHERS 2005 LAYOUT - BY OTHERS
C200	TYPICAL LOT LAYOUT & ZONING INFORMATION
C300	EXISTING PHASE I & II ZONING PLAN
C400	OVERALL PROPOSED PHASE I, II & III ZONING PLAN
C401	OVERALL PROPOSED PHASE I, II & III ZONING PLAN WITHOUT TOPOGRAPHY
C402	ENLARGED PHASE I ZONING PLAN
C403	ENLARGED PHASE II ZONING PLAN
C404	ENLARGED PHASE III ZONING PLAN
C500	ILLUSTRATIVE LOT PHASING PLAN

THE PROJECT IS NOT PART OF THE NORTH OCONEE WATER SUPPLY
WATERSHED DISTRICT AS DEFINED BY HALL COUNTY.S



ARABELLA CAPITAL LLC
CORNELIAN WOODS
MANAGEMENT LLC
255 BUFORD HIGHWAY
SUITE 250
BUFORD, GA 30518

Owner/Developer

HASELTON SUBDIVISION
BUFFINGTON FARM ROAD TRACT
HALL COUNTY
TAX PARCELS: 09105000001,
09106000001A, 3, 7, 13-25, 09106000107-9

Project
ISSUED FOR PERMITTING 03-27-2023

PLAN SET REVISIONS:



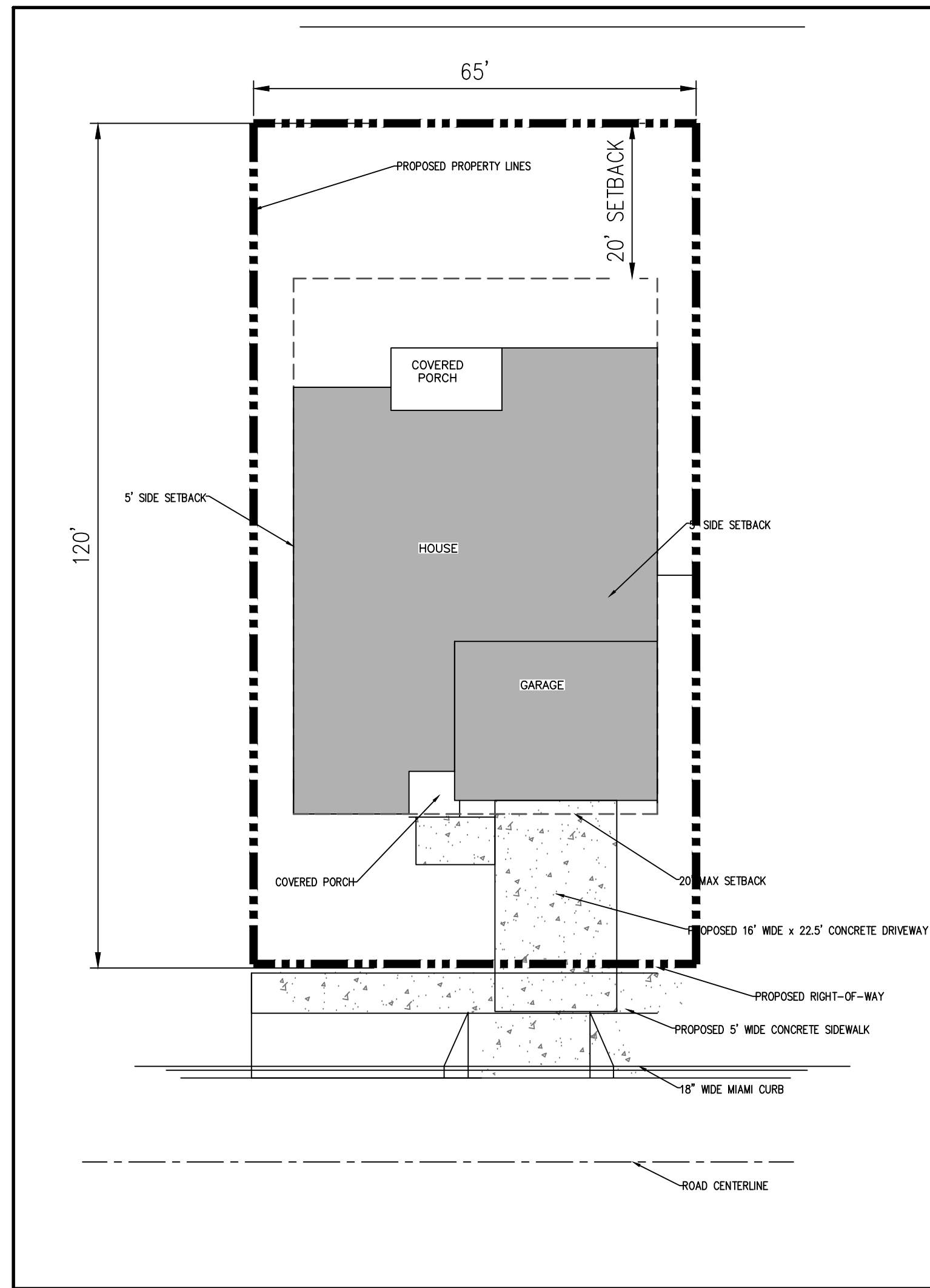
Know what's below
Call before you dig.
Dial 811
Or Call 800-282-7411

DATED 03-27-2023

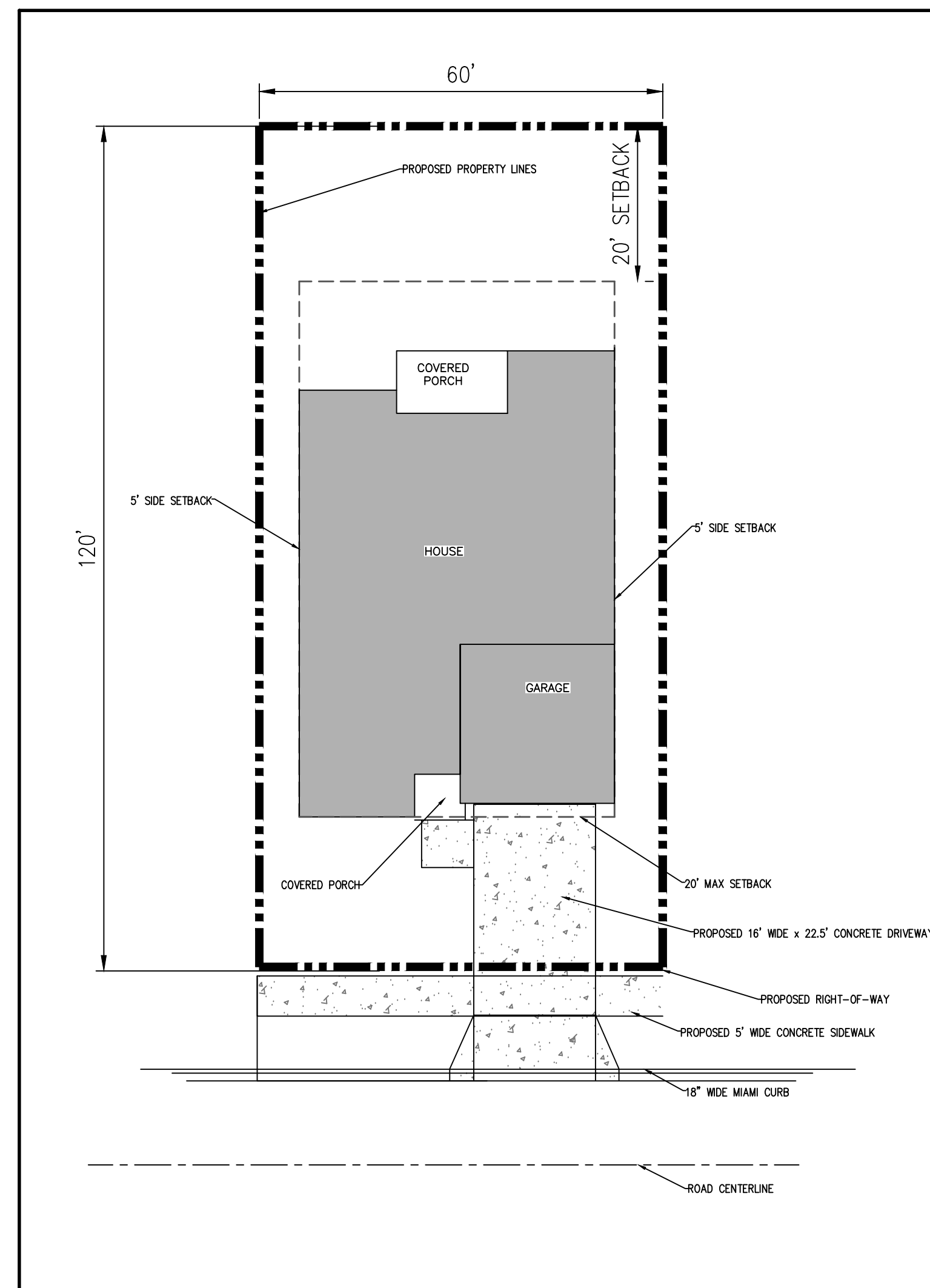


COVER SHEET
C001

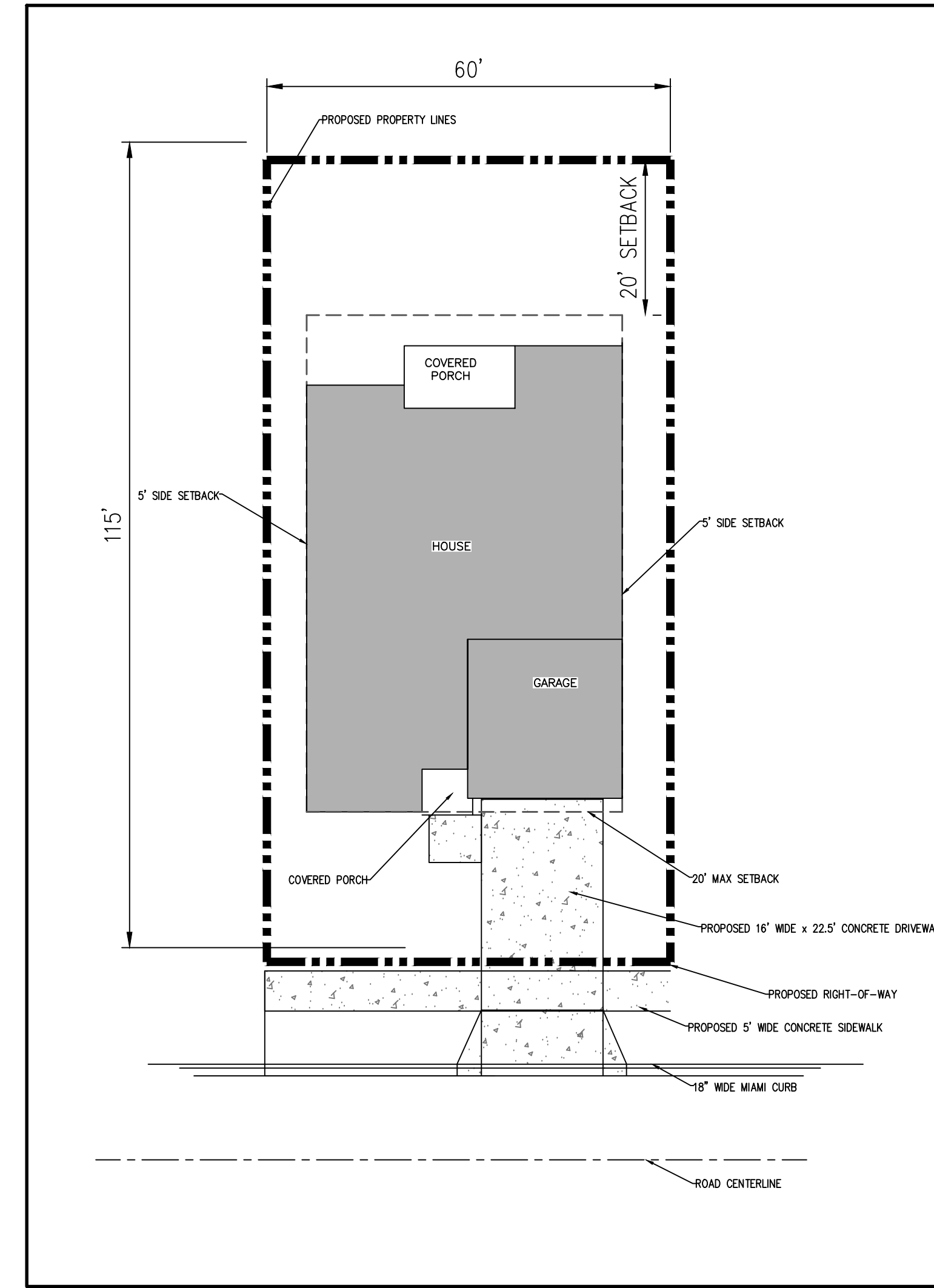
PROJECT NO. 16500.01
PLOT DATE: 03.27.2023



**TYP. LOT LAYOUT
PHASE 1**



**TYP. LOT LAYOUT
PHASE 2**



**TYP. LOT LAYOUT
PHASE 3**

Notes:

1. FENCING ALONG PROPERTY LINES SHALL NOT IMPEDE THE FLOW OF STORMWATER BETWEEN HOUSES.
2. GARBAGE PADS AND AIR CONDITIONING UNITS MAY NEED TO BE CONSTRUCTED OFF-GRADE TO ALLOW FOR RUNOFF TO FLOW BETWEEN HOUSES.
3. EXCEPT ON RESIDENTIAL LOTS WHERE ANY PORTION OF THE LOT IS 35 FEET IN WIDTH OR NARROWER, FRONT ENTRY GARAGES MUST BE RECESSED A MINIMUM OF 3' BEHIND THE FARTHEST FORWARD PROJECTION OF THE HOME. DOES NOT APPLY TO SIDE ENTRY GARAGES. WHEN THE PORCH IS THE FARTHEST FORWARD PROJECTION, THE PORCH SHALL BE A MINIMUM OF 5' DEEP. WHERE RECESSING IS NOT REQUIRED, THE FOLLOWING DESIGN STANDARDS APPLY TO FRONT ENTRY GARAGES ONLY: (1) THE GARAGE DOORS MUST INCLUDE A TRANSPARENT ELEMENT; (2) A PROJECTING ELEMENT (SUCH AS AN EAVE, CANTILEVER, OR PORCH) MUST BE PLACED OVER THE GARAGE BETWEEN THE FIRST AND SECOND FLOORS; AND (3) THE MOST FORWARD VERTICAL ELEMENT OF THE FRONT PORCH MAY NOT BE RECESSED MORE THAN 5' FROM THE VERTICAL FACE OF THE GARAGE.
4. REFER TO SITE DATA FOR PROPOSED IMPERVIOUS AREA PER LOT SIZE AND HOME TYPE.
5. SEE GRADING AND DRAINAGE PLAN NOTES FOR GRADING INTENT FOR THE 5' DRAINAGE EASEMENTS SHOW ON EITHER SIDE OF THE HOUSE.



**OMNI
CONSULTING
SERVICES**
401 Westpark Court
Suite 200
Peachtree City, Ga 30269
ph: 770.302.1701
fax: 770.818.5663
Civil Engineer

ARABELLA CAPITAL LLC
CORNELIAN WOODS
MANAGEMENT LLC
255 BUFORD HIGHWAY
SUITE 250
BUFORD, GA 30518

Owner/Developer

HASELTON SUBDIVISION
BUFFINGTON FARM ROAD TRACT
HALL COUNTY
TAX PARCELS: 09105000001,
09106000001A, 3, 7, 13-25, 09106000107-9

Project
ISSUED FOR PERMITTING 03-27-2023

PLAN SET REVISIONS:



Know what's below
Call before you dig.
Dial 811
Or Call 800-282-7411

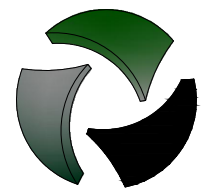
DATED 03-27-2023



SEAL

**TYP. LOT
LAYOUT
C200**

PROJECT NO. 16500.01
PLOT DATE: 03.27.2023



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 BUFORD, GA 30518

Owner/Developer

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 HALL COUNTY
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 09106000001A, 3, 7, 13-25, 09106000107-9

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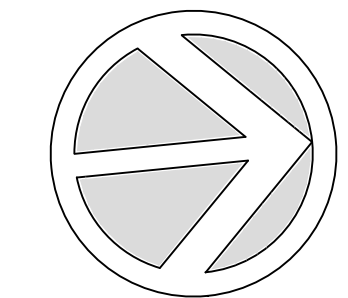
DATED 03-27-2023



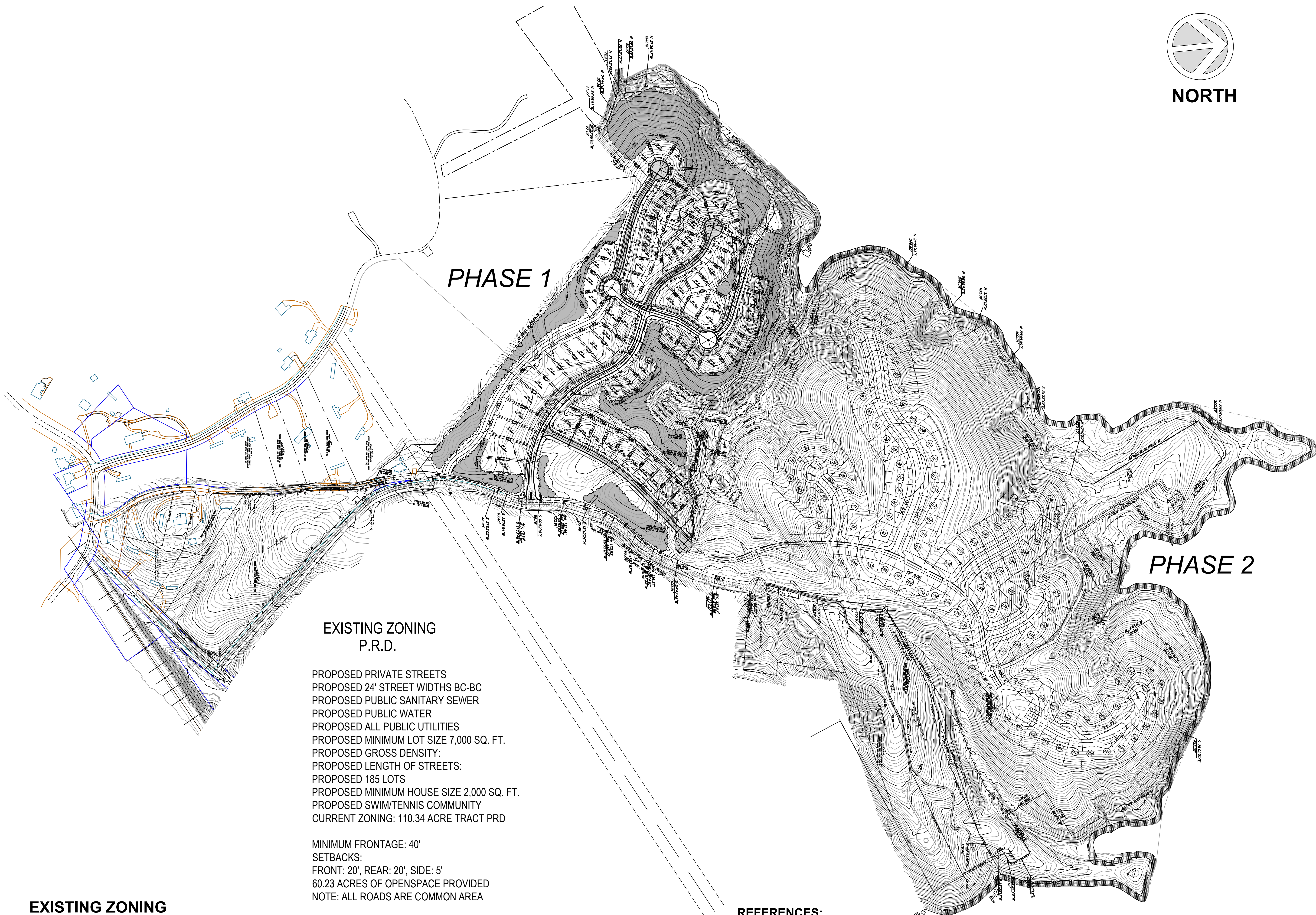
EXISTING ZONING PLAN

C300

PROJECT NO. 16500.01
 PLOT DATE: 03.27.2023



NORTH



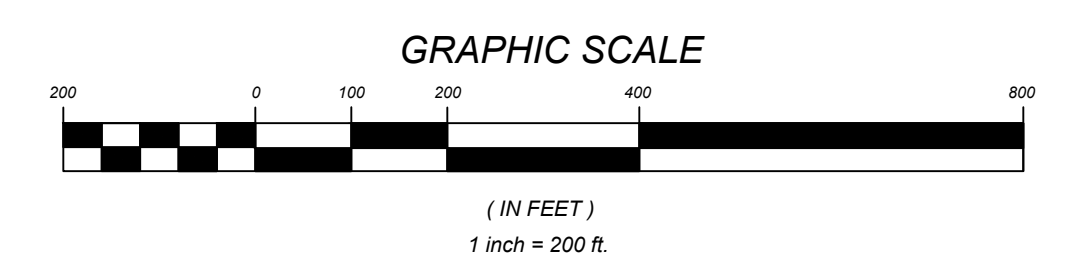
EXISTING ZONING P.R.D.

- PROPOSED PRIVATE STREETS
- PROPOSED 24' STREET WIDTHS BC-BC
- PROPOSED PUBLIC SANITARY SEWER
- PROPOSED PUBLIC WATER
- PROPOSED ALL PUBLIC UTILITIES
- PROPOSED MINIMUM LOT SIZE 7,000 SQ. FT.
- PROPOSED GROSS DENSITY:
- PROPOSED LENGTH OF STREETS:
- PROPOSED 185 LOTS
- PROPOSED MINIMUM HOUSE SIZE 2,000 SQ. FT.
- PROPOSED SWIM/TENNIS COMMUNITY
- CURRENT ZONING: 110.34 ACRE TRACT PRD

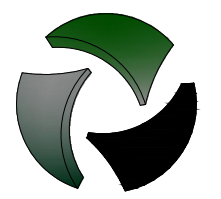
- MINIMUM FRONTAGE: 40'
- SETBACKS:
- FRONT: 20', REAR: 20', SIDE: 5'
- 60.23 ACRES OF OPENSACE PROVIDED
- NOTE: ALL ROADS ARE COMMON AREA

REFERENCES:

NOT SURVEYED BY OMNI CONSULTING-SERVICES, INC.



EXISTING ZONING PHASE I & II: 110.90 ACRES



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PLAN SET REVISIONS:



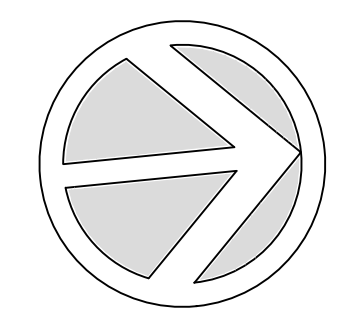
Know what's below
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DATED 03-27-2023

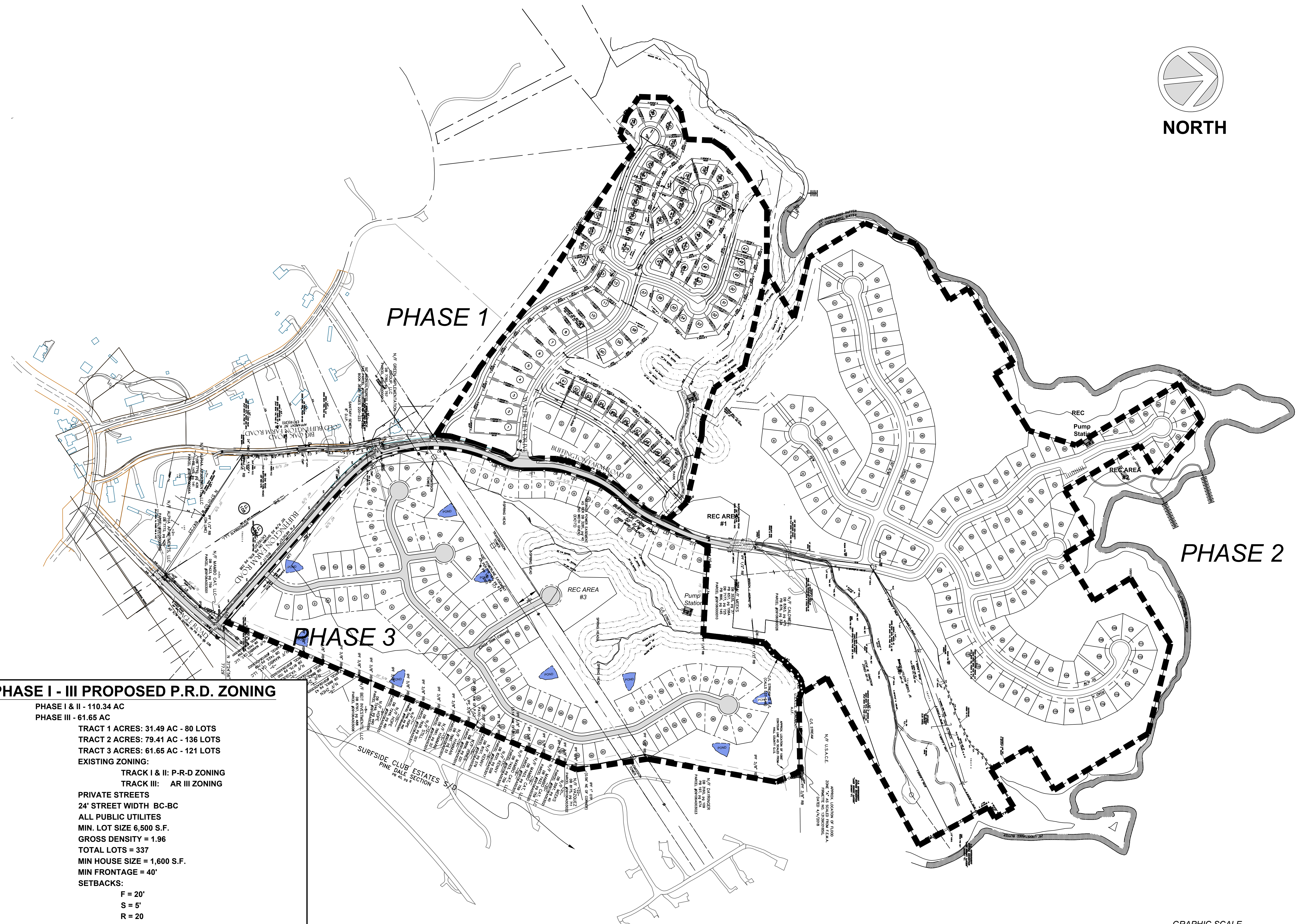


OVERALL PROPOSED REZONING PLAN
C401

PROJECT NO. 16500.01
 PLOT DATE: 03.27.2023

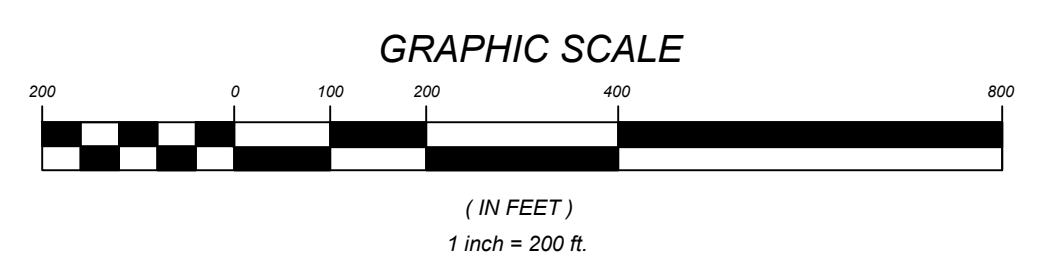


NORTH

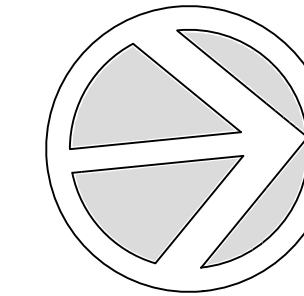


PHASE I - III PROPOSED P.R.D. ZONING

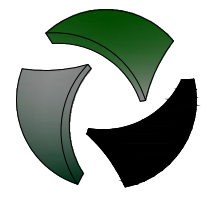
PHASE I & II - 110.34 AC
 PHASE III - 61.65 AC
 TRACT 1 ACRES: 31.49 AC - 80 LOTS
 TRACT 2 ACRES: 79.41 AC - 136 LOTS
 TRACT 3 ACRES: 61.65 AC - 121 LOTS
 EXISTING ZONING:
 TRACK I & II: P-R-D ZONING
 TRACK III: AR III ZONING
 PRIVATE STREETS
 24' STREET WIDTH BC-BC
 ALL PUBLIC UTILITIES
 MIN. LOT SIZE 6,500 S.F.
 GROSS DENSITY = 1.96
 TOTAL LOTS = 337
 MIN HOUSE SIZE = 1,600 S.F.
 MIN FRONTAGE = 40'
 SETBACKS:
 F = 20'
 S = 5'
 R = 20'
 AREA IN LOTS: 56.72 ac or 33.0%
 GREEN SPACE: 74.89 ac or 43.26 %
 DETENTION PONDS: 2.37 ac or 1.38 %
 HOA REC AREAS: 16.75 ac or 10.0%
 RIGHT OF WAY AREAS: 21.26 ac or 12.36%



THE PROJECT IS NOT PART OF THE NORTH OCONEE WATER SUPPLY WATERSHED DISTRICT AS DEFINED BY HALL COUNTY.S



NORTH



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Owner/Developer

HASELTON SUBDIVISION
BUFFINGTON FARM ROAD TRACT
HALL COUNTY
TAX PARCELS: 09105000001,
09106000001A, 3, 7, 13-25, 091060000107-9

ISSUED FOR PERMITTING 03-27-2023

PLAN SET REVISIONS:



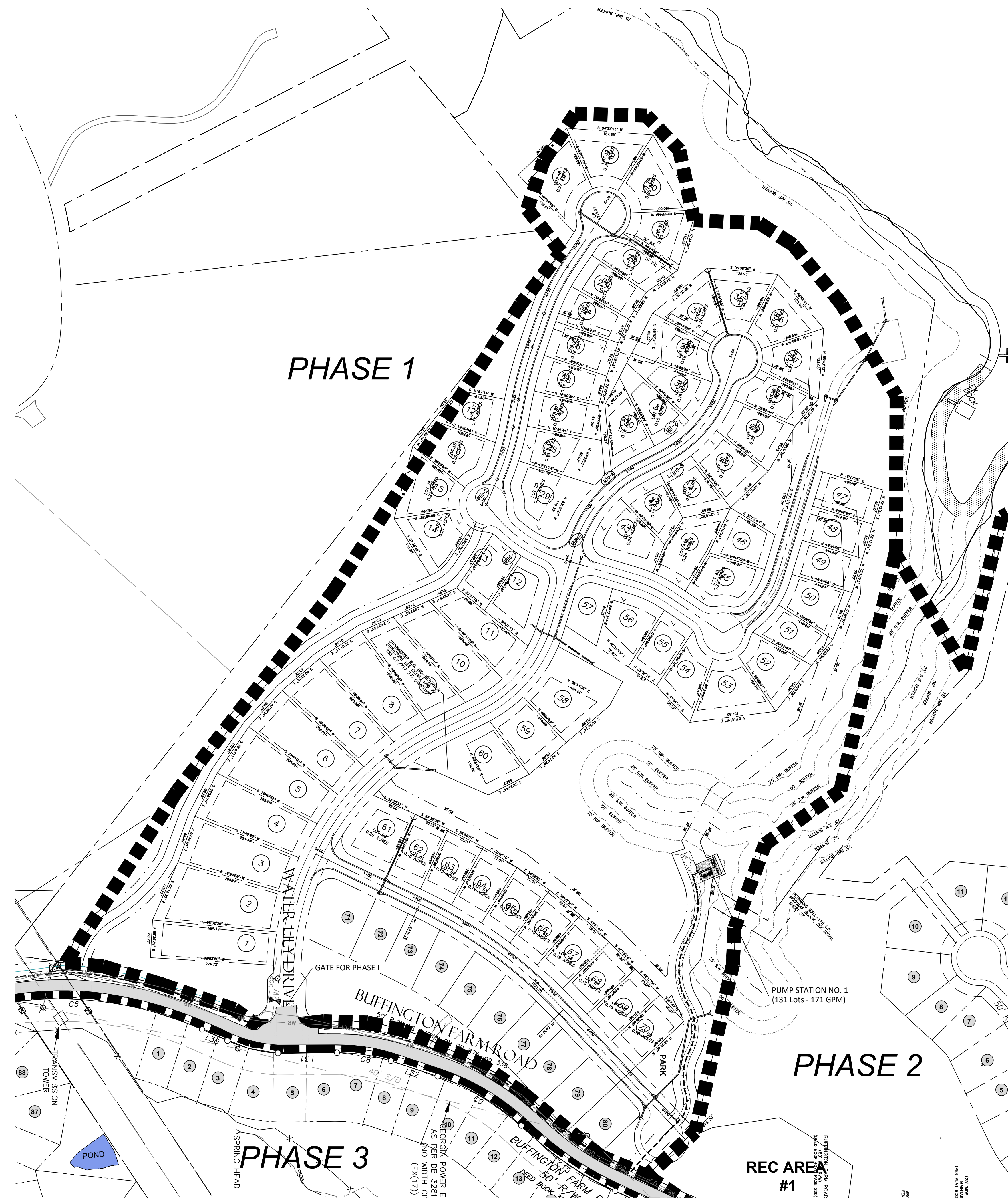
Know what's below
Call before you dig.
Dial 811
Or Call 800-282-7411

DATED 03-27-2023



PHASE I
ENLARGEMENT
C402

PROJECT NO. 16500.01
PLOT DATE: 03.27.2023



PHASE I - III PROPOSED P.R.D. ZONING

PHASE I & II - 110.34 AC

PHASE III - 61.65 AC

TRACT 1 ACRES: 31.49 AC - 80 LOTS

TRACT 2 ACRES: 79.41 AC - 136 LOTS

TRACT 3 ACRES: 61.65 AC - 121 LOTS

EXISTING ZONING:

TRACT I & II: P-R-D ZONING

TRACT III: AR III ZONING

PRIVATE STREETS

24' STREET WIDTH BC-BC

ALL PUBLIC UTILITIES

MIN. LOT SIZE = 6,500 S.F.

GROSS DENSITY = 1.96

TOTAL LOTS = 337

MIN HOUSE SIZE = 1,600 S.F.

MIN FRONTAGE = 40'

SETBACKS:

F = 20'

S = 5'

R = 20

AREA IN LOTS:

56.72 ac or 33.0%

GREEN SPACE:

74.89 ac or 43.26 %

DETENTION PONDS:

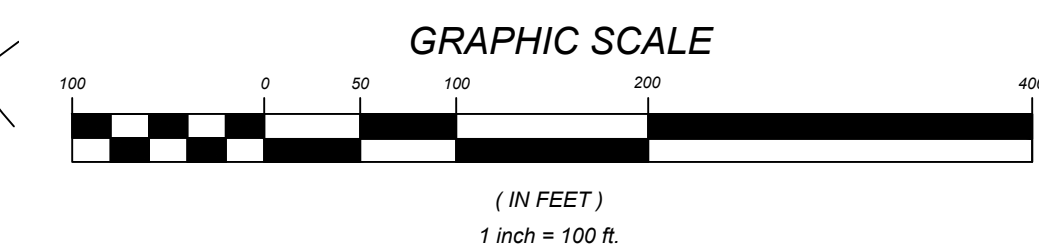
2.37 ac or 1.38 %

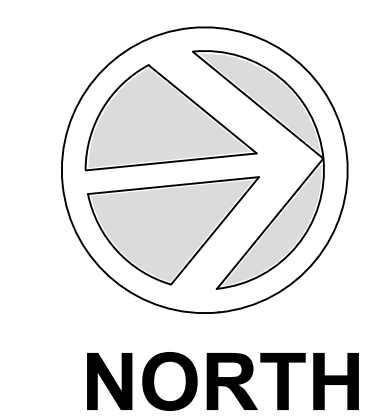
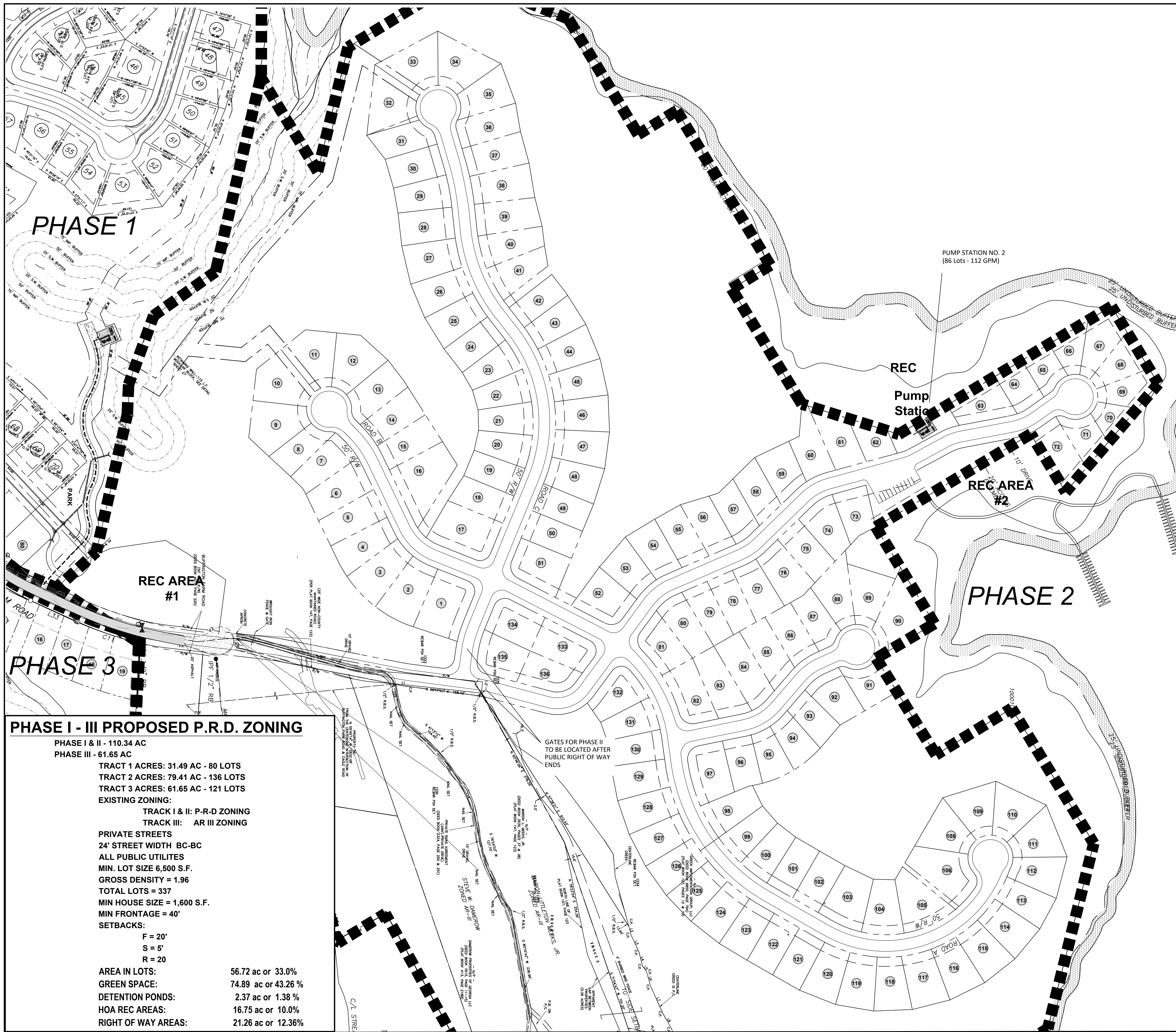
HOA REC AREAS:

16.75 ac or 10.0%

RIGHT OF WAY AREAS:

21.26 ac or 12.36%





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Owner/Developer

HASELTON SUBDIVISION
BUFFINGTON FARM ROAD TRACT
 HALL COUNTY
 TAX PARCELS: 09105000001,
 09106000001A, 3, 7, 13-25, 09106000107-9

Project
 ISSUED FOR PERMITTING 03-27-2023

PLAN SET REVISIONS:



Know what's below
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 Or Call 800-282-7411

DATED 03-27-2023



PHASE II ENLARGEMENT
C403

PROJECT NO. 16500.01
 PLOT DATE: 03.27.2023

PHASE I - III PROPOSED P.R.D. ZONING

PHASE I & II - 110.34 AC
 PHASE III - 61.65 AC

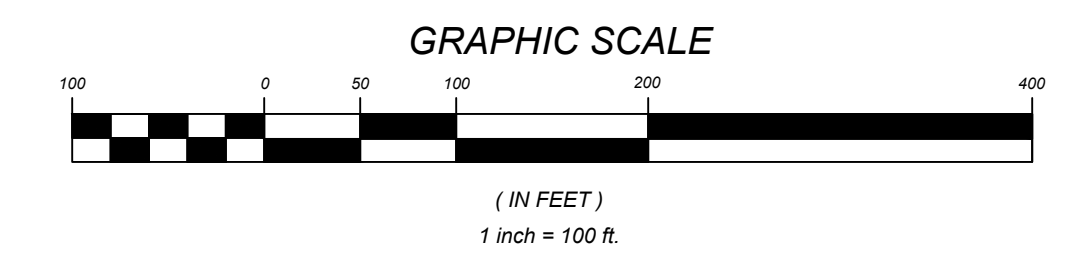
TRACT 1 ACRES: 31.49 AC - 80 LOTS
 TRACT 2 ACRES: 79.41 AC - 136 LOTS
 TRACT 3 ACRES: 61.65 AC - 121 LOTS

EXISTING ZONING:
 TRACK I & II: P-R-D ZONING
 TRACK III: AR III ZONING

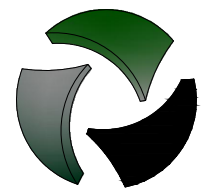
PRIVATE STREETS
 24' STREET WIDTH BC-BC
 ALL PUBLIC UTILITIES
 MIN. LOT SIZE 6,500 S.F.
 GROSS DENSITY = 1.96
 TOTAL LOTS = 337
 MIN HOUSE SIZE = 1,600 S.F.
 MIN FRONTAGE = 40'

SETBACKS:
 F = 20'
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 R = 20'

AREA IN LOTS: 56.72 ac or 33.0%
 GREEN SPACE: 74.89 ac or 43.26 %
 DETENTION PONDS: 2.37 ac or 1.38 %
 HOA REC AREAS: 16.75 ac or 10.0%
 RIGHT OF WAY AREAS: 21.26 ac or 12.36%



GATES FOR PHASE II
 TO BE LOCATED AFTER
 PUBLIC RIGHT OF WAY
 ENDS



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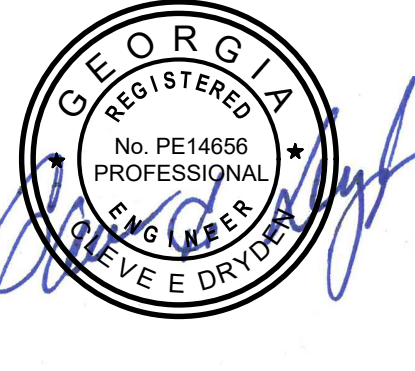
Project
 ISSUED FOR PERMITTING 03-27-2023

PLAN SET REVISIONS:









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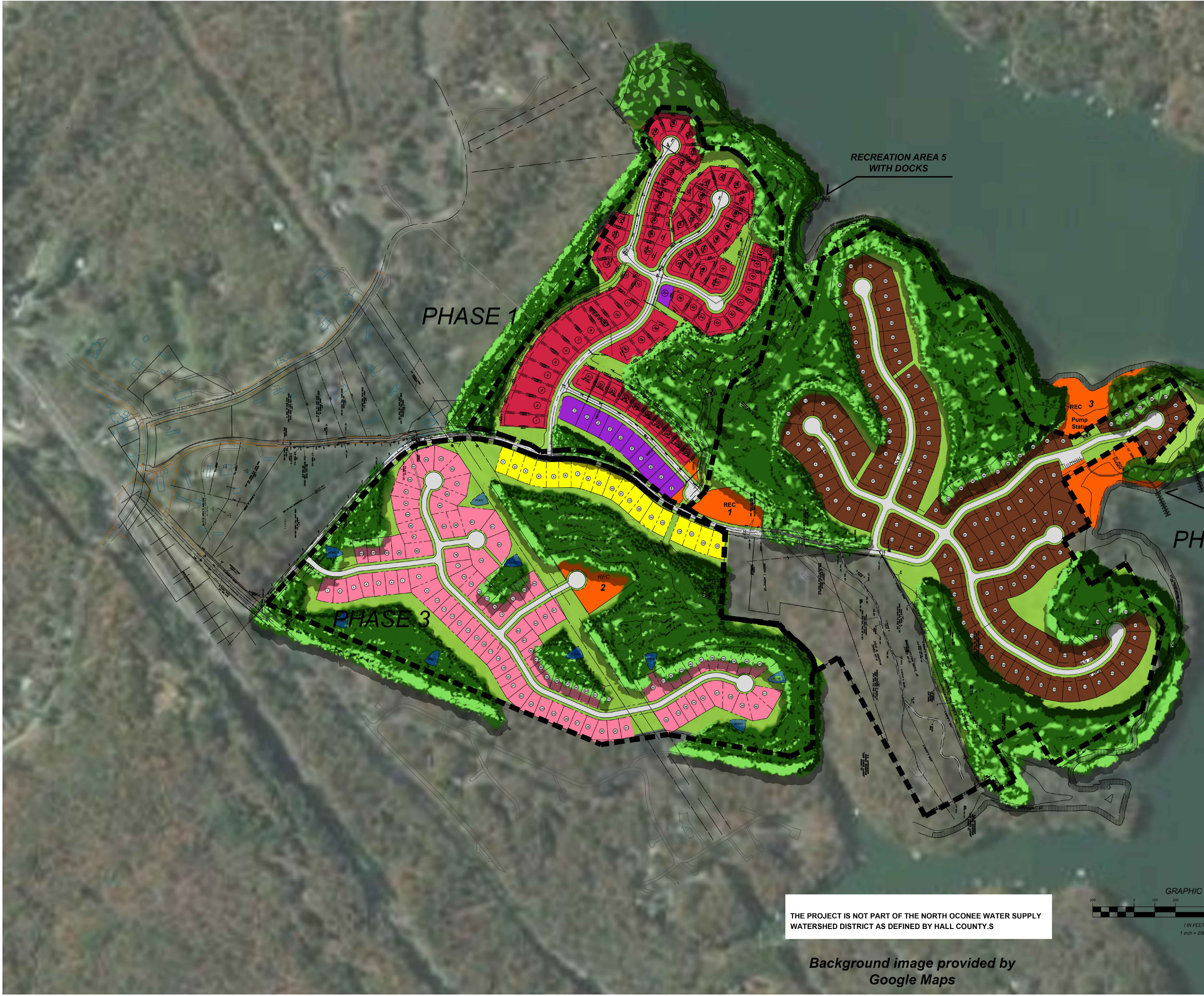
DATED 03-27-2023



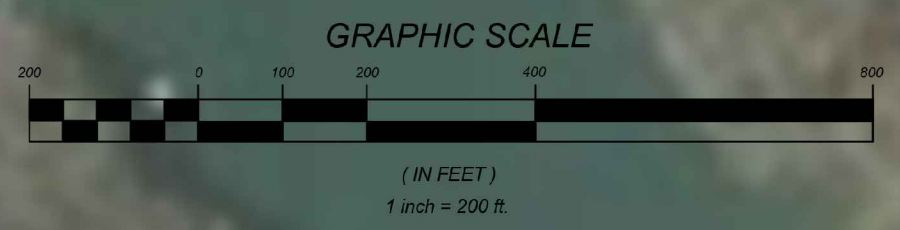
CONCEPTUAL PLAN
C500

PROJECT NO. 16500.01
 PLOT DATE: 03.27.2023

UNIT TYPES	
PHASE I	
 Original Lots	(69) 120' x 65'
 Additional Lots	(11) 120' x 65'
PHASE II	
	(136) 120' x 60'
PHASE III	
	(102) 115' x 60'
	(19) 125' x 60'
	Recreation Area
TOTAL LOTS	337



THE PROJECT IS NOT PART OF THE NORTH OCONEE WATER SUPPLY WATERSHED DISTRICT AS DEFINED BY HALL COUNTY.S



Background image provided by Google Maps

-LEGEND-

○	CALCULATED POSITION	RB	REBAR
●	IRON PIN FOUND/SET (IPF/IRS)	SR	SOLID ROD
⊠	MONUMENT	OCS	OUTLET CONTROL STRUCTURE
C/L	CENTERLINE	CPP	CONCRETE PIPE
CP	CORNER	DI	DROPPED INLET
DB	DEED BOOK	GI	GRATE INLET
N/F	NOW OR FORMERLY	SMW	SANITARY SEWER MANHOLE (SMW)
OT	OPEN TOP PIPE	XX	LIGHTPOLE
PB	PLAT BOOK	○	CLEANOUT
PG	PAGE	○	(ALL IPS ARE 1/2" RB "CAPPED" UNLESS OTHERWISE LABELED)
P/L	PROPERTY LINE	---	ADJONER
⊠	TELEPHONE PED. (TP)	---	LAND LOT LINE (L.L.L.)
⊠	FIRE HYDRANT (FH)	---	RIGHT OF WAY (R/W)
○	WATER METER (WM)	---	FENCE
○	WATER VALVE (WV)	---	OVERHEAD POWER
⊠	POWER BOX (PBX)	---	8" WATER LINE
⊠	POWER POLE (PP)	---	ATT
		---	UG COMMUNICATION
		---	UG POWER
		---	FIBER OPTIC CABLE

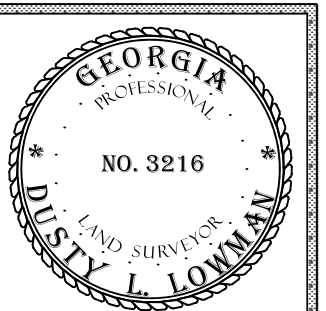
-ZONING INFORMATION-

COUNTY: HALL
 ZONE: AR-III
 SETBACK REQUIREMENTS:
 FRONT: 40'
 REAR: 25'
 SIDE: 15'

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

SURVEYOR CERTIFICATION

BUSTY L. LOWMAN PLS# 3216



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

-SURVEY NOTES-

FIELD MEASUREMENTS WERE TAKEN WITH A TRIMBLE S6 ROBOTIC INSTRUMENT.

FIELD DATA FOUND TO HAVE A CLOSURE PRECISION OF 1 FOOT IN 15,086 FEET, AND AN ANGULAR ERROR OF 6 SECONDS PER ANGLE.

FIELD DATA ADJUSTED USING THE LEAST SQUARES METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO HAVE A PRECISION OF 1 FOOT IN 451,208 FEET.

THIS PLAT DOES NOT CONSTITUTE AND SHALL NOT BE CONSTRUED AS A TITLE SEARCH OR REPORT, AND THIS MAY BE SUBJECT TO ANY EASEMENTS, RIGHT OF WAY OR RESTRICTIONS ONE MAY FIND.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED ON THIS PLAT.

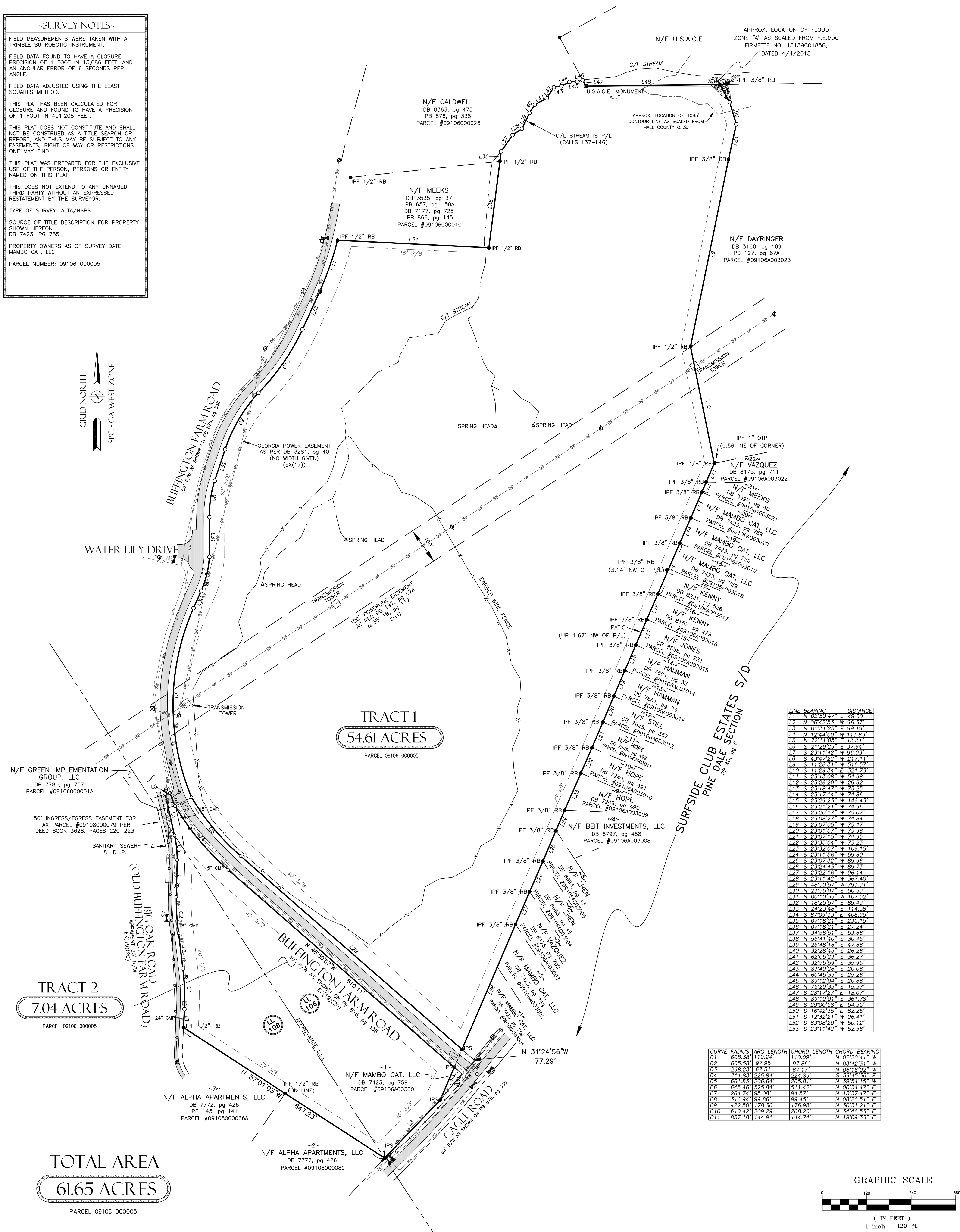
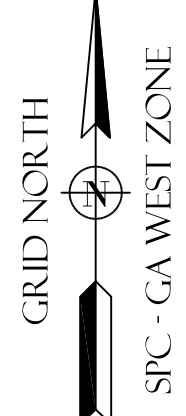
THIS DOES NOT EXTEND TO ANY UNNAMED THIRD PARTY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR.

TYPE OF SURVEY: ALTA/NSPS

SOURCE OF TITLE DESCRIPTION FOR PROPERTY SHOWN HEREON:
 DB 7423, PG 755

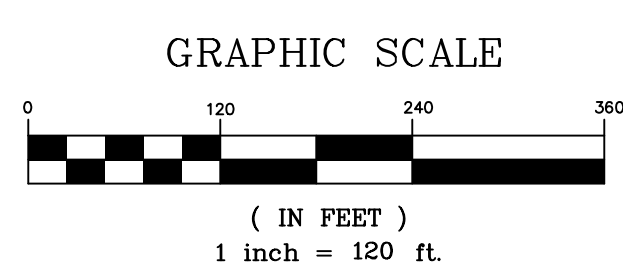
PROPERTY OWNERS AS OF SURVEY DATE:
 MAMBO CAT, LLC

PARCEL NUMBER: 09106 000005



LINE	BEARING	DISTANCE
L1	N 02°50'47"	E 49.60'
L2	N 06°42'53"	E 96.37'
L3	N 01°31'25"	E 99.19'
L4	N 24°44'00"	W 113.83'
L5	N 72°11'05"	E 13.31'
L6	S 21°29'29"	E 37.94'
L7	S 23°11'42"	W 96.03'
L8	S 43°47'22"	W 297.11'
L9	S 11°28'31"	E 516.57'
L10	S 11°23'52"	E 321.73'
L11	S 23°13'08"	W 54.98'
L12	S 23°26'20"	W 29.92'
L13	S 23°18'47"	W 75.25'
L14	S 23°11'14"	W 74.86'
L15	S 23°29'23"	W 149.43'
L16	S 23°21'21"	W 74.96'
L17	S 23°20'17"	W 75.07'
L18	S 23°08'27"	W 74.84'
L19	S 23°07'05"	W 75.47'
L20	S 23°01'57"	W 75.98'
L21	S 23°07'15"	W 74.95'
L22	S 23°35'04"	W 75.23'
L23	S 23°32'07"	W 109.15'
L24	S 23°11'58"	W 59.60'
L25	S 23°07'52"	W 89.95'
L26	S 23°24'43"	W 89.73'
L27	S 23°22'16"	W 96.14'
L28	S 23°11'42"	W 367.40'
L29	N 48°50'57"	W 793.91'
L30	N 23°55'07"	E 150.59'
L31	N 00°10'35"	W 107.52'
L32	N 18°23'57"	E 89.49'
L33	N 24°23'48"	E 114.38'
L34	S 87°09'33"	E 408.95'
L35	N 07°18'21"	E 235.15'
L36	N 07°18'21"	E 27.24'
L37	N 34°56'51"	E 53.66'
L38	S 55°17'10"	E 30.25'
L39	S 25°48'10"	E 47.68'
L40	N 32°28'45"	E 26.26'
L41	N 62°05'23"	E 36.27'
L42	N 32°55'59"	E 35.93'
L43	N 83°49'26"	E 20.08'
L44	N 60°45'35"	E 25.26'
L45	N 89°12'04"	E 20.68'
L46	N 23°29'35"	E 15.57'
L47	S 28°17'27"	E 18.07'
L48	N 89°19'01"	E 361.78'
L49	S 23°00'58"	E 54.55'
L50	S 16°42'35"	E 62.25'
L51	S 12°32'21"	W 96.41'
L52	S 63°08'20"	W 50.12'
L53	S 23°11'42"	W 152.56'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	608.38	170.24	170.09	N 02°20'41" W
C2	665.58	137.95	137.88	N 01°42'21" W
C3	298.23	67.31	67.17	N 06°16'02" W
C4	711.83	225.84	224.89	S 39°45'36" E
C5	861.83	206.64	205.81	N 39°54'15" W
C6	845.46	525.84	511.42	N 00°34'47" E
C7	264.74	85.08	84.57	N 13°37'47" E
C8	316.94	99.86	99.45	N 08°26'51" E
C9	422.50	178.32	178.98	N 30°31'21" E
C10	610.42	209.29	208.26	N 34°46'53" E
C11	857.18	144.91	144.74	N 19°09'33" E



SHEET NO.
 2 of 2

PROJECT NO.
 21-390

REVISIONS BY: MS
 REVISION DATE: 12/6/2021

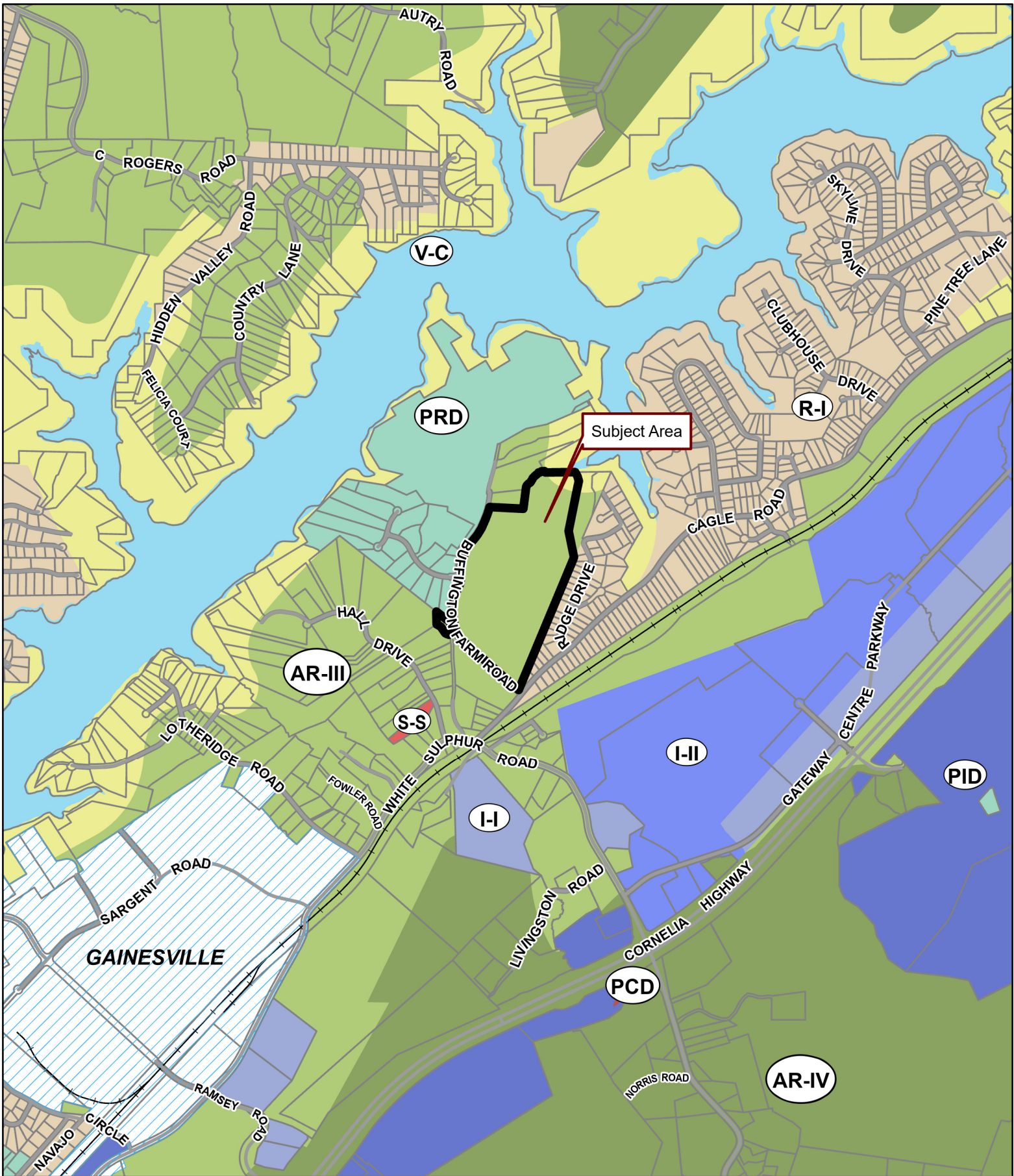
DRAWING BY: DS
 DRAWING DATE: 11/16/2021

FIELD CREW: AM

ALTA/NSPS LAND TITLE SURVEY FOR:
 ARABELLA CAPITAL, LLC
 &
 STEWART TITLE GUARANTY COMPANY
 LAND LOTS 106 & 108
 9th DISTRICT
 HALL COUNTY, GEORGIA

PREPARED BY
DES DAVIS
 ENGINEERING & SURVEYING
 133 PROMINENCE COURT
 SUITE 210
 DAWSONVILLE, GA 30534
 PHONE: (706) 265-1234
 DAVISENGINEERS.COM

CERTIFICATE OF AUTHORIZATION NUMBER: LSF 001057

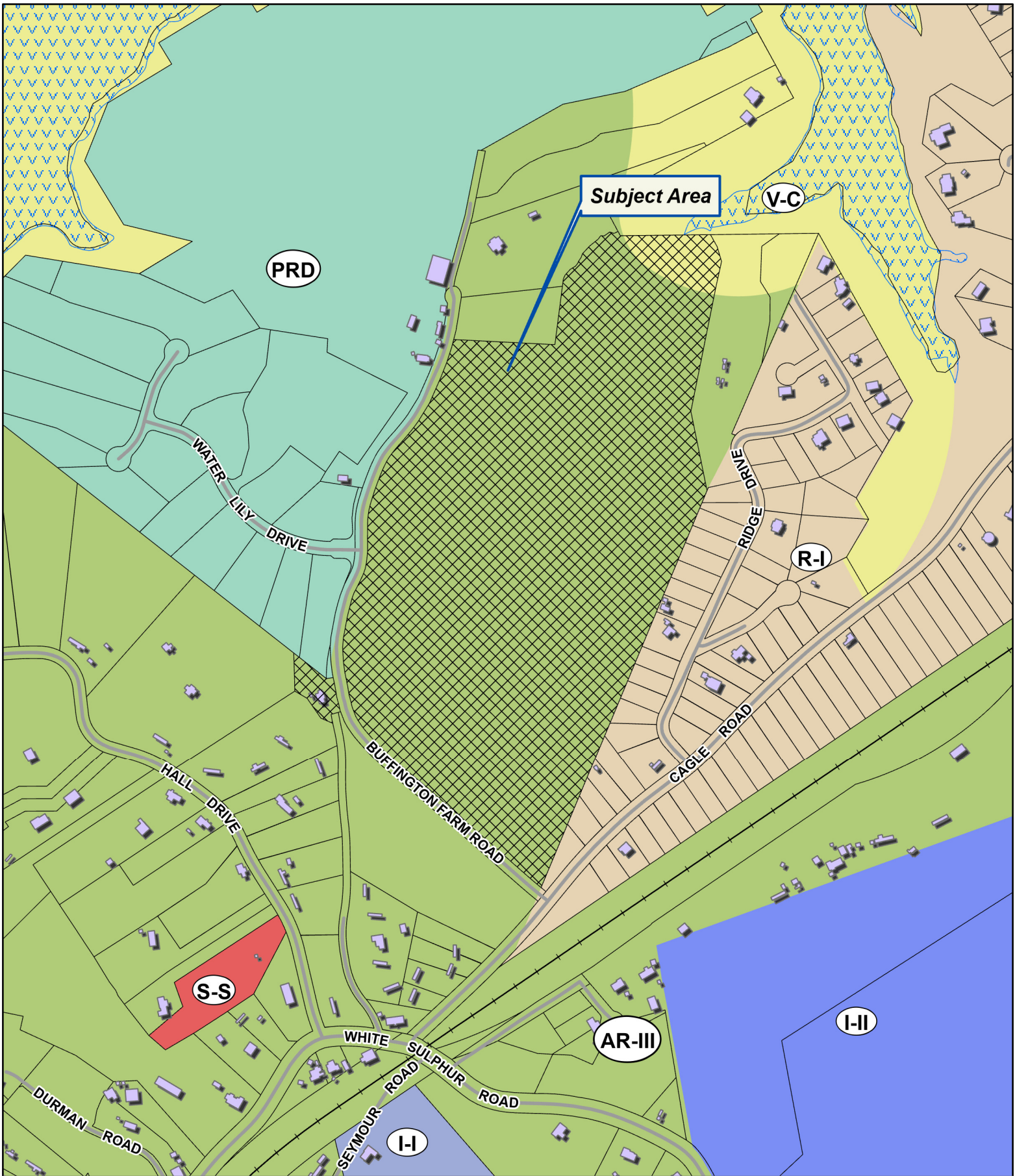


Applicant: ARABELLA CAPITAL, LLC
Tax Parcel #: 09106 000001A & 000005 (PT.)
Location: 3271 & 3270 BUFFINGTON FARM ROAD, GAINESVILLE, GA 30501
Commission District 3 PC Mtg. Date: 07/17/23

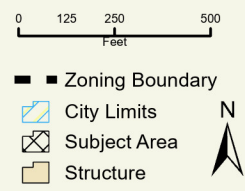


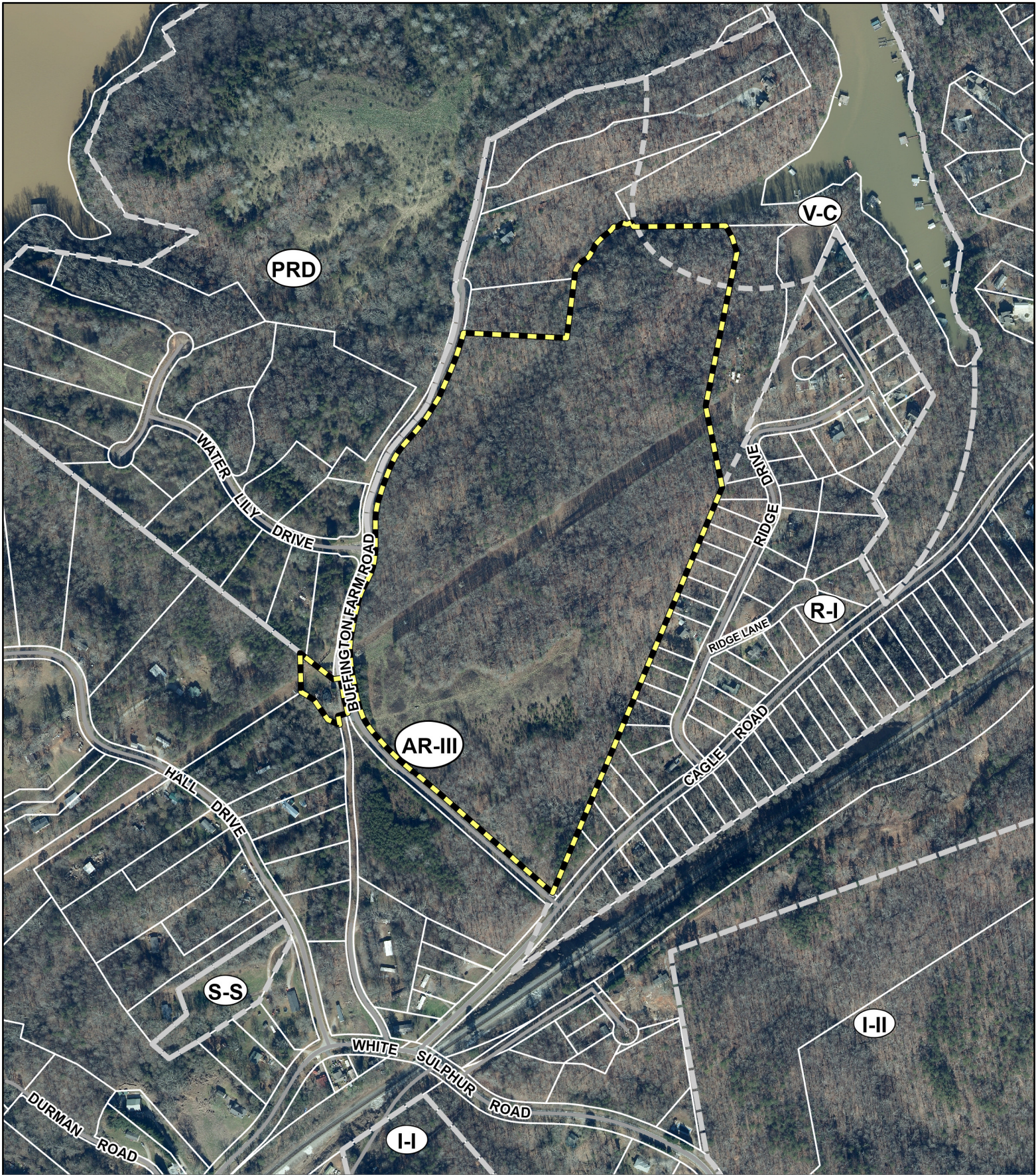
- Zoning Boundary
- City Limits
- Subject Area
- Structure





Applicant: ARABELLA CAPITAL, LLC
Tax Parcel #: 09106 000001A & 000005 (PT.)
Location: 3271 & 3270 BUFFINGTON FARM ROAD, GAINESVILLE, GA 30501
Commission District 3 **PC Mtg. Date:** 07/17/23





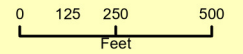
Applicant: ARABELLA CAPITAL, LLC

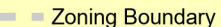
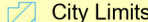

Tax Parcel #: 09106 000001A & 000005 (PT.)

Location: 3271 & 3270 BUFFINGTON FARM ROAD, GAINESVILLE, GA 30501

Commission District 3

PC Mtg. Date: 07/17/23



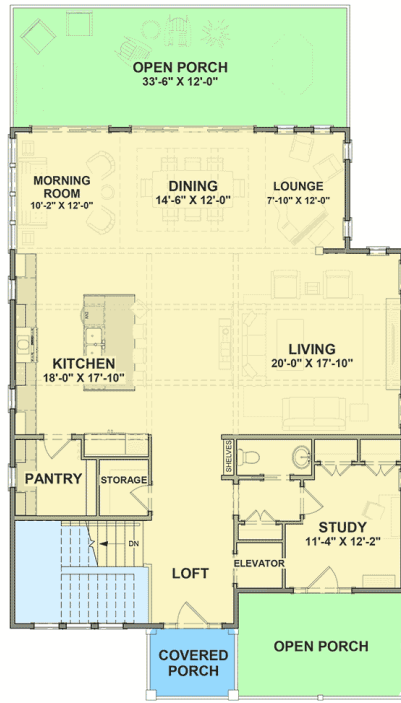
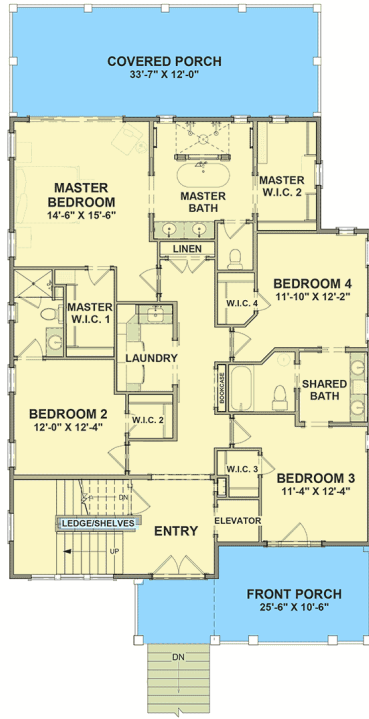
-  Zoning Boundary
-  City Limits
-  Subject Area



Low Country

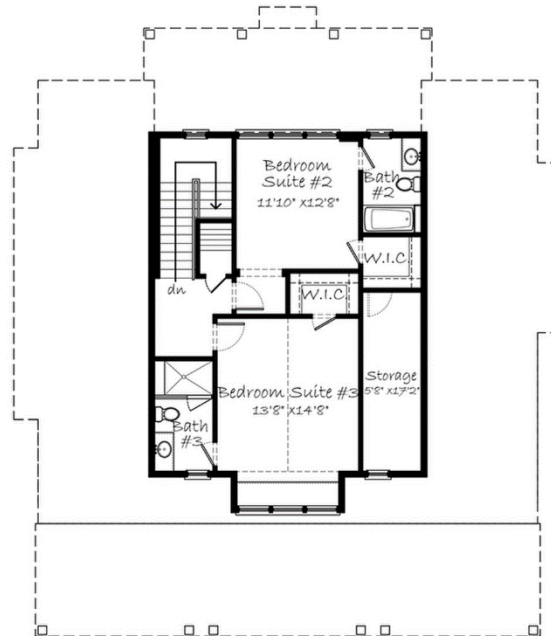
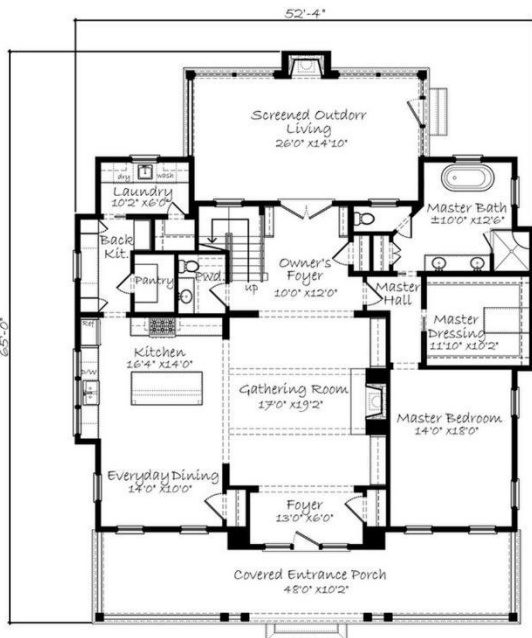
4-5 Beds | 3.5 Baths | 3450 SF





LOWCOUNTRY FARMHOUSE

3 Beds | 4 Baths | 2754 SF



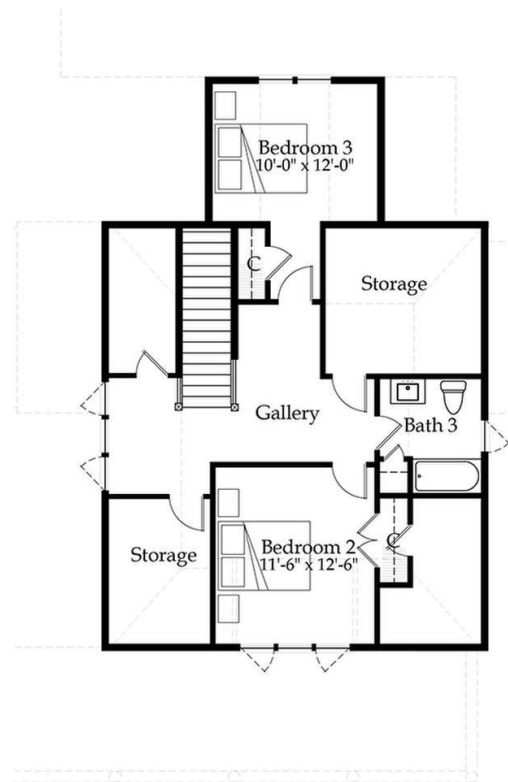
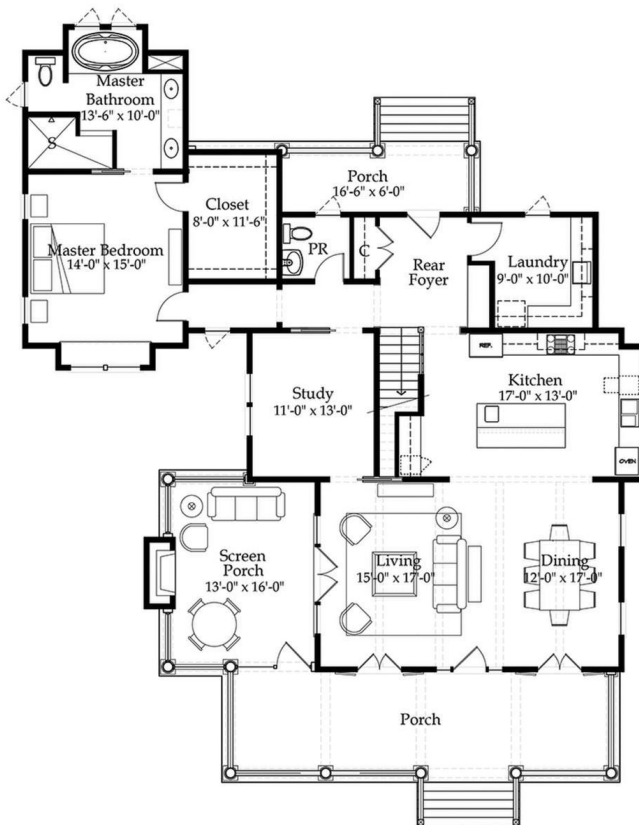
SUGARBERRY COTTAGE

3 Beds | 3 Baths | 1679 SF



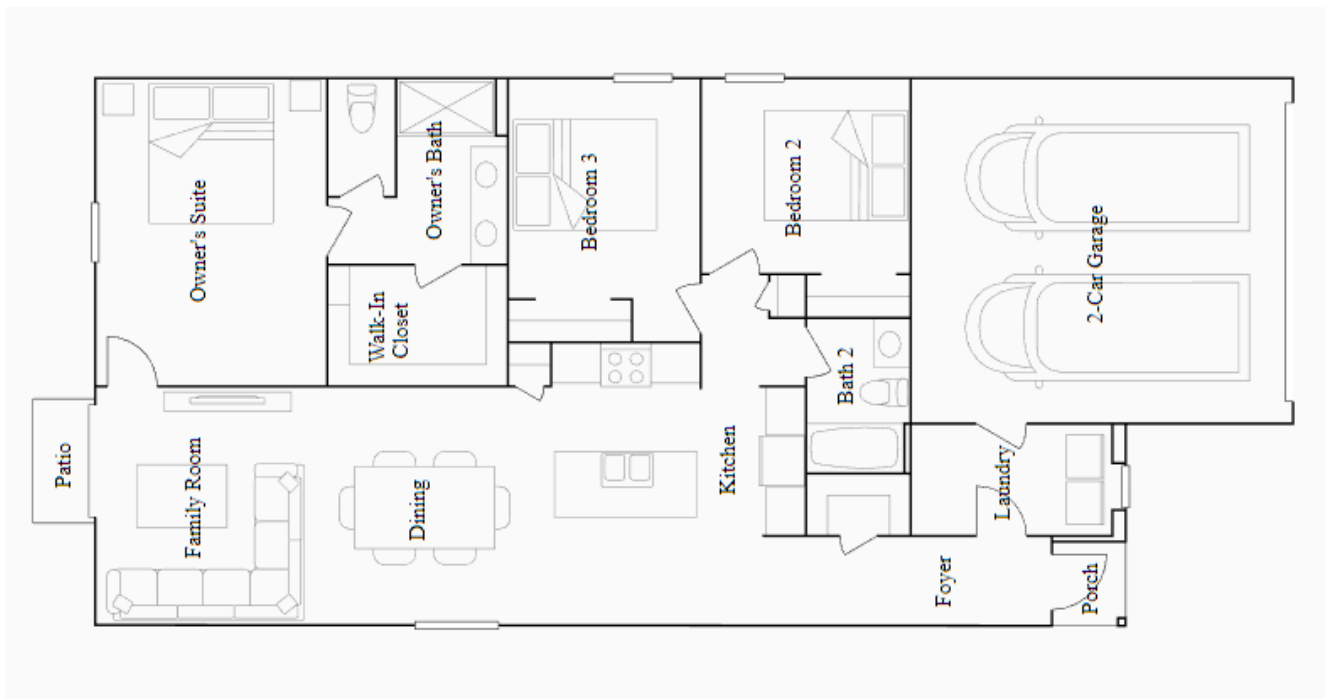
RIVER PLACE COTTAGE

3 Beds | 3 Baths | 2420 SF



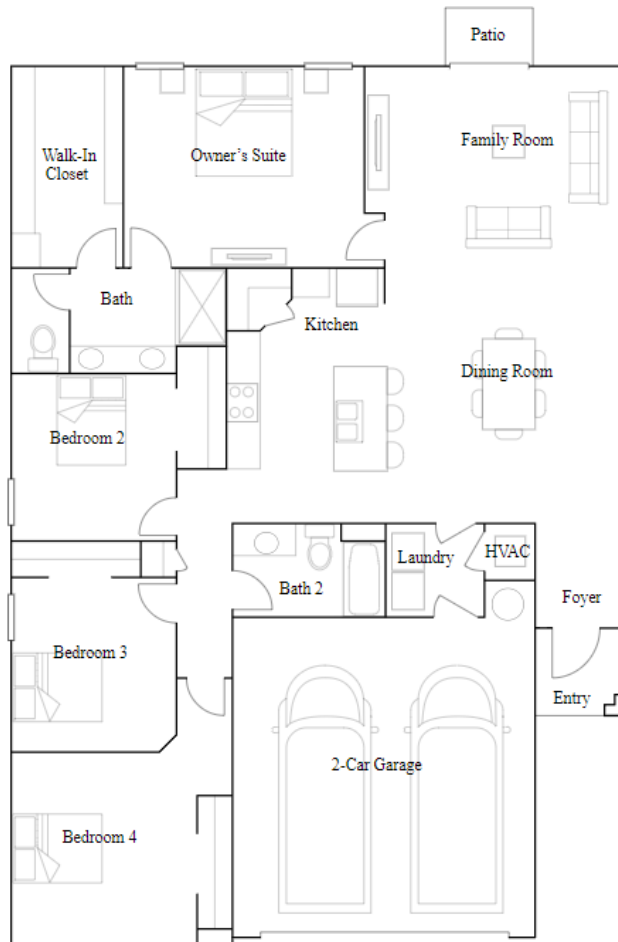
ANNAPOLIS

3 Beds | 2 Baths | 1600 SF



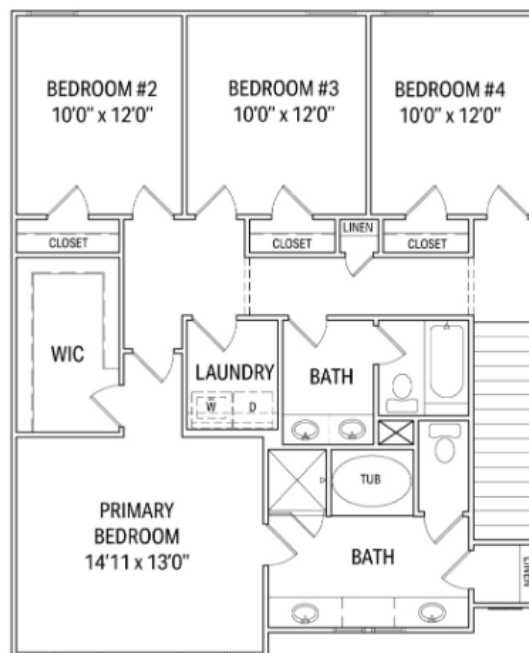
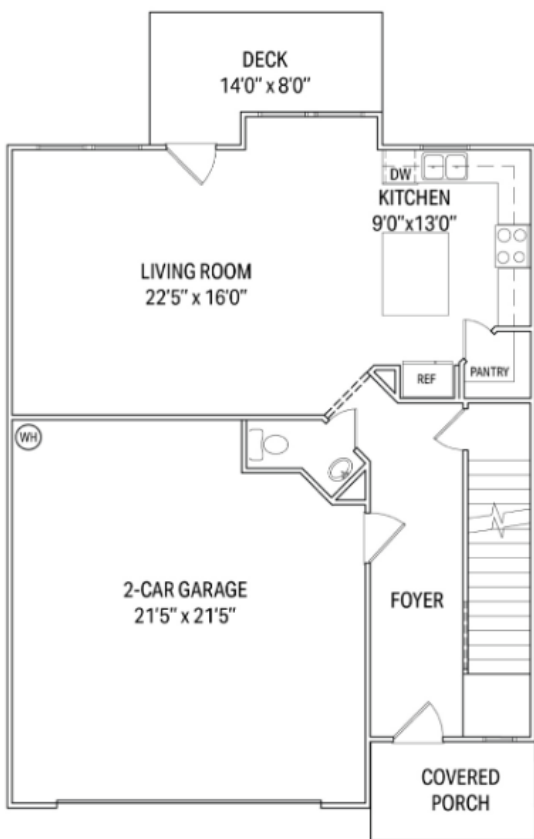
HARRISBURG

4 Beds | 2 Baths | 1779 SF



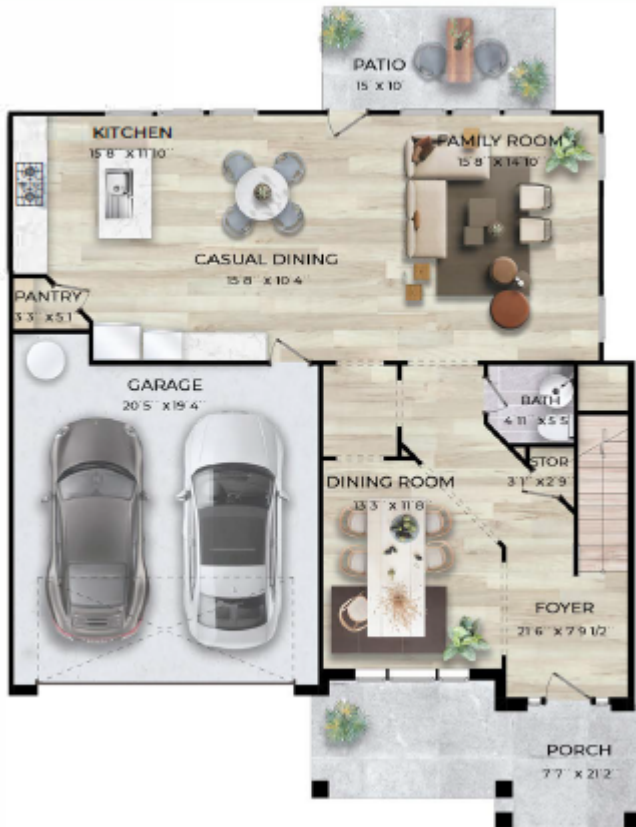
MACLAND

4 Beds | 2.5 Baths | 1931 SF



CREEKSIDE

4 Beds | 2.5 Baths | 2163 SF



000329

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 27 day of April
20 12 at 11:59 AM. Recorded in Deed
Book 6993 Page(s) 329-331
Charles Baker, Clerk By JL

009752

HALL COUNTY, Georgia
Real Estate Transfer Tax

Paid \$ 1100.00

Date 4-27-12

Charles Baker
Superior Court Clerk

By JL

PT61 069-2012 002486

0692012 002486

PLEASE RECORD AND RETURN TO:

✓ Hasty Pope, LLP
P.O. Box 1818
Canton, GA 30169
(File No. 44-12)

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

THIS DEED, made this 28th day of March in the Year of Our Lord Two Thousand Twelve, between **WOODSTOCK OVERLOOK, LLC**, a Georgia limited liability company ("Grantor") and **GREEN IMPLEMENTATION GROUP, LLC**, a Georgia limited liability company ("Grantee") (the terms "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural, and shall be deemed to refer equally to each of said persons, firms, or entities, their respective heirs, successors and assigns where the context hereof requires or permits, unless otherwise specifically provided herein).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property:

**SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF.**

TO HAVE AND TO HOLD the above-described tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in **FEE SIMPLE**.

THIS CONVEYANCE is made subject to state and county ad valorem real property taxes and assessments not yet due and payable and all zoning ordinances, easements, covenants and restrictions of record affecting said bargained premises.

000330

AND SUBJECT TO the title matters expressly set forth hereinabove, if any, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned has signed, sealed and delivered this Deed on behalf of and as a free act and deed of the company on the day and year first above written.

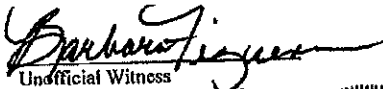
WOODSTOCK OVERLOOK, LLC

By:



CHRISTOPHER LITREL [SEAL]
Manager

Signed, sealed and delivered
in the presence of:



Unofficial Witness



Notary Public



S:\Cathy\CLOSINGS 2017-2012\144-12, Woodstock

000331

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 105, 106, 108 AND 109, 9TH DISTRICT, HALL COUNTY, GEORGIA, CONTAINING 39.29 ACRES, MORE OR LESS, AND BEING DESCRIBED ACCORDING TO THAT CERTAIN SURVEY FOR THE ESTATE OF HAROLD D. BUFFINGTON BY PATTON-PATTON & ASSOCIATES DATED NOVEMBER 1, 1988, AND ACCORDING TO SAID SURVEY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE IRON AT THE U.S. GOVERNMENT LINE ON THE LAND LOT LINE SEPARATING LAND LOTS 105 AND 109, SAID ANGLE IRON BEING NORTH 31 DEGREES 23 MINUTES 43 SECONDS WEST 400.08 FEET FROM THE CORNER COMMON TO LAND LOTS 105, 106, 108 AND 109 AND THENCE FROM SAID POINT OF BEGINNING SOUTH 80 DEGREES 40 MINUTES 30 SECONDS EAST ALONG THE U.S. GOVERNMENT LINE 462.81 FEET TO AN ANGLE IRON; THENCE SOUTH 65 DEGREES 41 MINUTES 23 SECONDS EAST 286.14 FEET TO AN IRON PIN; THENCE NORTH 58 DEGREES 18 MINUTES 48 SECONDS EAST 124.88 FEET TO AN IRON PIN; THENCE SOUTH 35 DEGREES 34 MINUTES 52 SECONDS EAST 187.82 FEET TO AN IRON PIN; THENCE SOUTH 02 DEGREES 51 MINUTES 13 SECONDS EAST 275.07 FEET TO AN IRON PIN; THENCE SOUTH 02 DEGREES 51 MINUTES 07 SECONDS WEST 54.45 FEET TO A 28" POLAR; THENCE SOUTH 69 DEGREES 12 MINUTES 40 SECONDS EAST 381.38 FEET TO AN IRON PIN; THENCE SOUTH 34 DEGREES 59 MINUTES 35 SECONDS WEST 350.75 FEET TO AN IRON PIN; THENCE NORTH 53 DEGREES 44 MINUTES 50 SECONDS WEST 89.86 FEET TO AN IRON PIN; THENCE SOUTH 30 DEGREES 05 MINUTES 56 SECONDS WEST 147.27 FEET TO AN IRON PIN; THENCE SOUTH 81 DEGREES 07 MINUTES 47 SECONDS EAST 155.43 FEET TO AN IRON PIN ON THE WESTERLY RIGHT OF WAY OF BUFFINGTON FARM ROAD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES; SOUTH 15 DEGREES 51 MINUTES 09 SECONDS WEST 68.65 FEET; THENCE SOUTH 09 DEGREES 29 MINUTES 26 SECONDS WEST 49.71 FEET; SOUTH 02 DEGREES 44 MINUTES 55 SECONDS EAST 45.04 FEET; THENCE SOUTH 05 DEGREES 11 MINUTES 48 SECONDS EAST 47.44 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 06 SECONDS WEST 47.84 FEET; THENCE SOUTH 05 DEGREES 09 MINUTES 10 SECONDS WEST 40.15 FEET; THENCE SOUTH 20 DEGREES 28 MINUTES 57 SECONDS WEST 48.00 FEET; THENCE SOUTH 25 DEGREE 10 MINUTES 39 SECONDS WEST 49.53 FEET; THENCE SOUTH 21 DEGREES 38 MINUTES 08 SECONDS WEST 60.39 FEET; THENCE SOUTH 16 DEGREES 14 MINUTES 16 SECONDS WEST 50.58 FEET; THENCE SOUTH 13 DEGREES 15 MINUTES 20 SECONDS WEST 48.62 FEET; THENCE SOUTH 11 DEGREES 51 MINUTES 44 SECONDS WEST 116.59 FEET; THENCE SOUTH 07 DEGREES 51 MINUTES 34 SECONDS WEST 88.09 FEET; AND THENCE SOUTH 02 DEGREES 14 MINUTES 42 SECONDS WEST 27.15 FEET TO A POINT, THENCE LEAVING SAID RIGHT OF WAY NORTH 51 DEGREES 50 MINUTES 54 SECONDS WEST 1632.31 FEET TO AN IRON PIN; THENCE SOUTH 51 DEGREES 17 MINUTES 52 SECONDS WEST 312.03 FEET TO THE CENTERLINE OF A BRANCH (WHICH LINE HAS AN IRON PIN SET 20.00 FEET OFF THE BRANCH); THENCE ALONG THE CENTERLINE OF THE BRANCH NORTH 38 DEGREES 41 MINUTES 40 SECONDS WEST 28.89 FEET; THENCE NORTH 59 DEGREES 55 MINUTES 37 SECONDS WEST 115.87 FEET; THENCE NORTH 62 DEGREES 11 MINUTES 15 SECONDS WEST 36.68 FEET AND NORTH 88 DEGREES 03 MINUTES 43 SECONDS WEST 32.86 FEET TO A POINT AT THE U.S. GOVERNMENT LINE; THENCE LEAVING THE BRANCH AND FINAL POLICY WILL INCLUDE ENDORSEMENTS CROSSING AN IRON PIN 20.00 FEET OFF THE BRANCH NORTH 58 DEGREES 47 MINUTES 52 SECONDS EAST 54.10 FEET TO AN ANGLE IRON PIN; THENCE CONTINUING ALONG THE U.S. GOVERNMENT LINE NORTH 31 DEGREES 23 MINUTES 43 SECONDS WEST 200.12 FEET TO ANGLE IRON; THENCE CONTINUING ALONG THE U.S. GOVERNMENT LINE NORTH 44 DEGREES 43 MINUTES 22 SECONDS EAST 824.25 FEET TO THE ANGLE IRON ON THE LAND LOT LINE SEPARATING LAND LOTS 105 AND 109 AND THE POINT OF BEGINNING. SAID PROPERTY CONSISTS OF TWO TRACTS, ONE CONTAINING 11.08 ACRES, MORE OR LESS AND BEING THE SAME PROPERTY CONVEYED TO HAROLD D. BUFFINGTON BY CHRISTINE S. BUFFINGTON BY WARRANTY DEED DATED MAY 7, 1982 AND RECORDED IN DEED BOOK 789, PAGE 553, AND ON TRACT CONTAINING 28.21 ACRES, MORE OR LESS, AND BEING THE SAME PROPERTY CONVEYED BY MARION BUFFINGTON AS EXECUTOR OF THE LAST WILL AND TESTAMENT OF RUTH WILLIAMS BUFFINGTON TO HAROLD BUFFINGTON AND GRACE BUFFINGTON BY EXECUTOR'S DEED DATED DECEMBER 30, 1981, RECORDED IN DEED BOOK 761, PAGE 520, HALL COUNTY, GEORGIA RECORDS.

Weissman, Nowack, Curry & Wilco P.C.
3500 Lenox Road
One Alliance Center, 4th Floor
Atlanta, GA 30326

Record and Return to:
Weissman, Nowack, Curry & Wilco, P.C.
615 Green Street, Suite A
Gainesville, GA 30501
File Number: GA160-11-0065

000794

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 14 day of June
20 11 at 11:40AM. Recorded in Deed
Book 6850 Page(s) 794
Charles Baker, Clerk By SB

010953

EXECUTOR'S DEED

STATE OF GEORGIA
COUNTY OF HALL

THIS INDENTURE, made this 1ST DAY OF JUNE, 2011 between JOHNNIE B. HICKS as Executor of the last will and testament of MARION W. BUFFINGTON aka MARION WILLIAM BUFFINGTON late of the State of GEORGIA and the County of HALL, deceased, hereinafter called Grantor, and GREEN IMPLEMENTATION GROUP, LLC, as party or parties of the second part, hereafter called Grantees (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, (acting under and by virtue of the power and authority contained in the said will, the same having been duly probated and recorded in Court of Probate HALL County, State of GEORGIA, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged), has granted, bargained, sold, and conveyed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 105 and 106 of the 9th District, Hall County, Georgia, being 70.73 acres, of Survey for Marion W. Buffington, as per Plat thereof recorded in Plat Book 127, pages 12-13, Hall County, Georgia, records, which Plat is incorporated herein and made a part hereof by reference for a more detailed description

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, forever IN FEE SIMPLE; in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

IN WITNESS WHEREOF my hand and seal, this 1st day of June, 2011.

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature] (L.S.)
Johnnie B. Hicks, as Executor

[Signature]
Notary Public

My Commission Expires: _____
(Notary Seal)



HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid \$ 2350.00
Date June 14 2011
Charles Baker
Superior Court Clerk
By SB
PT61 069-2011 003227

Type: DEED Book: 07423 Page: 00755

HALL COUNTY, Georgia
Real Estate Transfer Tax

000755

Paid \$ -0-
Date 9-29-14
Charles Baker
Superior Court Clerk
By JN
PTS# 069-2014006278

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 29 day of September
20 14 at 3:19 pm, Recorded in Deed
Book 7423 Page(s) 755-758
Charles Baker, Clerk By JN

File: →

AFTER RECORDING PLEASE RETURN TO:
Coleman, Chambers & Rogers, LLP
1370 Thompson Bridge Road, Suite 300
Gainesville, GA 30501
File # 8033

018674

DEED PREPARATION ONLY
NO TITLE WORK CONDUCTED

QUITCLAIM DEED

STATE OF GEORGIA,
COUNTY OF HALL.

THIS INDENTURE is made this 25 day of September, 2014 between Marion Littleton Meeks, Jr., Trustee of the Marion Littleton Meeks Revocable Trust of April 10, 1995 (hereinafter referred to as "Grantor") and Mambo Cat, LLC (hereinafter referred to as "Grantee").

Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESSETH:

GRANTOR, for and in consideration of one dollar (\$1.00) received at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT-CLAIM unto Grantee the following described property:

See Exhibit "A" which is attached hereto and incorporated herein by reference for a more complete description of the subject property.

TO HAVE AND TO HOLD the said tract or parcel of land to Grantee, so that neither the Grantor nor its heirs, nor any other person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid tract or parcel of land or appurtenances, or any rights thereof.

000756

IN WITNESS WHEREOF, Grantor has hereunto set its hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Cheryl Thompson
Unofficial Witness

Lauren Leigh Thompson
Notary Public

Marion Littleton Meeks, Jr. (S/AL)
Marion Littleton Meeks, Jr.,
Trustee of the Marion Littleton
Meeks Revocable Trust of
April 10, 1995

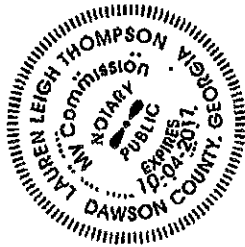


Exhibit "A"**000757****Tract I:**

All that tract or parcel of land lying and being in Land Lot 106 of the 9th Land District of Hall County, Georgia, being Lot 1, in the Pine Dale Section of Surfside Club Estates, as recorded in Plat Book 40, Page 6, Hall County Deed Records.

This conveyance made subject to restrictions recorded in Book 363, Page 3, Hall County Records.

Tract II:

All that tract or parcel of land with all improvements thereon, lying and being in Land Lot 106 of the 9th Land District of Hall County, Georgia, being Lots 2, 18, 19 and 20, Pine Dale Section of Surfside Club Estates, as recorded in Plat Book 40, Page 6, Hall County Records, which plat is incorporated herein by reference.

Tract III:

All that tract or parcel of land with all improvements thereon lying and being in Land Lot 106 of the 9th Land District, Hall County Georgia, being Lot 21 of the Pine Dale Section of Surfside Club Estates as recorded in Plat Book 40, Page 6, Hall County Plat Records, which plat is incorporated herein by reference for a more complete description of the subject property.

Tract IV:

All that tract or parcel of land lying and being mostly in Land Lot 106 and partly in Land Lot 108 in the 9th Land District of Hall County, Georgia, containing 86.29 acres according to plat by Farley Collins Associates, and being more particularly described as follows:

BEGINNING at an iron pin on the northwest side of the right of way of Cagle Road located 469.25 feet northeast of the centerline of Red Lane Road at its intersection with Cagle Road; thence North 56° 31' West 666.1 feet to an iron pin; thence northeast along the centerline of Buffington Farm Road 2982.42 feet to an iron pin; thence North 60° 43' East 408.92 feet to an iron pin; thence North 78° 27' East 254.59 feet to an iron pin; thence North 66° 56' East 450.21 feet to an iron pin; thence North 62° 01' East 132.07 feet to an iron pin; thence along line of property of United States South 28° 36' East 302.44 feet to an iron pin and South 61° 17' West 873.79 feet to an iron pin and South 28° 16' East 149.53 feet to an iron pin and North 89° 21' East 795.45 feet to an iron pin; thence South 23° 35' West 1121.48 feet to an iron pin; thence South 23° 29' West 85.39 feet to an iron pin; thence South 23° 21' West 224.79 feet to an iron pin; thence South 23° 23' West 300.57 feet to an iron pin; thence South 23° 05' West 150.82 feet to an iron pin; thence South 23° 26' West 259.48 feet to an iron pin; thence South 23° 19' West 59.70 feet to an iron pin; thence South 23° 06' West 89.87 feet to an iron pin; thence South 23° 24' West 89.84 feet to an iron pin; thence South 23° 15' West 612.13 feet to an iron pin on the right of way of Cagle Road; thence along the right of way of Cagle Road South 43° 49' West 224.59 feet to the beginning corner.

(Continued On Following Page)

Exhibit "A" Continued**000758**

Grantor further conveys to Grantee all mineral and water rights conveyed to Jesse L. Meeks and Mrs. Jesse L. Meeks by A. W. Bell, Jr., by deed recorded in Book 181, page 43, Hall County, Georgia Deed Records.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 106, 9th District of Hall County containing 4.58 acres as more particularly described on a survey prepared for Dr. M. L. Meeks by Henry Grady Jarrard, Georgia Registered Surveyor, dated February 7, 1991 as recorded in Plat Book 147, page 123 of the Hall County, Georgia Plat Records. Said plat description being specifically incorporated herein by reference for a more full and complete description.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 106, 9th District of Hall County containing 4.47 acres as more particularly described on a survey prepared for Dr. M. L. Meeks by Henry Grady Jarrard, Georgia Registered Surveyor, dated February 7, 1991 as recorded in Plat Book 147, page 123 of the Hall County, Georgia Plat Records. Said plat description being specifically incorporated herein by reference for a more full and complete description.

LESS AND EXCEPT:

That property conveyed in Warranty Deed from Marion Littleton Meeks Trust of April 10, 1995 by Marion Littleton Meeks, Sr., acting as Trustee, to Marion L. Meeks, Jr., dated February 26, 1998, recorded in Deed Book 3184, page 346, Hall County, Georgia Deed Records, the description contained in said deed being incorporated herein by reference for a complete description of said property.

LESS AND EXCEPT:

That property conveyed in Corrective Warranty Deed from Marion Littleton Meeks Trust of April 10, 1995 to Charles E. Castleberry and Helen E. Castleberry, dated March 23, 1998, recorded in Deed Book 3177, page 313, Hall County, Georgia Deed Records, the description contained in said deed being incorporated herein by reference for a complete description of said property.

LESS AND EXCEPT:

That property conveyed in Warranty Deed from Marion L. Meeks, Sr. and Marion Littleton Meeks Revocable Trust to Steven A. Dayringer and Sharon L. Dayringer, dated March 23, 1998, recorded in Deed Book 3160, page 109, Hall County, Georgia Deed Records, the description contained in said deed being incorporated herein by reference for a complete description of said property.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, June 9, 2023 12:09 PM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: Tentative HCPC Agenda 7.17.23

Please find Environmental Health comments below:

Item 1, 3271/3270 Buffington Farm Road, Arabella Capital: No comment, public sewer.

Item 2, 3293/3341 Buffington Farm Road, Arabella Capital: No comment, public sewer.

Items 3A/B, 110 Hall Street, Pirkle: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. All proposed structures must meet required setbacks to existing septic system and future repair areas.

Item 4, 7042 Baker Lane, Labovitz: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Septic Permit OSC-7948 was issued on February 24, 2023 to accommodate a 36' x 60' barn with bathroom.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
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)

Anael Dominguez (CDI: Planning)

From: Niebauer, Parker J <PNiebauer@dot.ga.gov>
Sent: Friday, June 9, 2023 3:53 PM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Cc: Chavers, Veronica E; Peevy, Jonathan
Subject: RE: Tentative Planning Agenda for July 17, 2023

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.

New Business (Pirkle Gutter and Laura Lavobitz) will not require GDOT Coordination.

Thank you,

Parker Niebauer

DITO Traffic Operations Supervisor



District 1 Division of Field Services
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8275 office
770.519.3223 cell

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, June 8, 2023 11:59 AM
Subject: Tentative Planning Agenda for July 17, 2023

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, July 17, 2023** 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, June 15th**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – June 19, 2023

OLD BUSINESS

1. [3271 & 3270 Buffington Farm Road | Rezone | from Agricultural-Residential-III \(AR-III\) and Vacation-Cottage \(V-C\) to Planned Residential Development \(PRD\) on a 55.54± acre tract located on the north side of Buffington Farm Road at its intersection with Cagle Road | Zoned AR-III & V-C; Tax Parcels 09106 000001A & 000005 \(pt.\) | Proposed use: 121-lot subdivision | ** Commission District 3 | Arabella Capital, LLC, applicant. NOTE: This application was tabled at the May 15th Planning Commission meeting.](#)
2. [3293 & 3341 Buffington Farm Road & Haselton On Lanier Subdivision, Phase 1 | Amend Conditions of PRD | on a 108.13± acre tract located on the west side of Buffington Farm Road at its intersection with Cagle Road | Zoned PRD; Tax Parcels 09105 000001, 09108 000107 - 000109, & 09106 000003, 000003A, 000007, 000013-000025 | Proposed use: 216-lot subdivision | ** Commission District 3 | Arabella Capital, LLC, applicant. NOTE: This application was tabled at the May 15th Planning Commission meeting.](#)

NEW BUSINESS

3. (A) [110 Hall Street | Variance | from 17.240.010 to reduce the front yard setback from 75 feet from centerline of the road to 25 feet from the centerline of the road | on a 0.44± acre tract located on the east side of Hall Street, approximately 439 feet from its intersection with Stringer Ave | Zoned I-I, Tax Parcel 00132 005030 | Proposed Use: commercial addition | * Commission District 4 | Pirkle Gutter Supply of Gainesville, LLC, applicant.](#)
(B) [110 Hall Street | Variance | from 17.240.010 to reduce the right side yard setback from 20 feet to 14 feet | on a 0.44± acre tract located on the east side of Hall Street, approximately 439 feet from its intersection with Stringer Ave | Zoned I-I, Tax Parcel 00132 005030 | Proposed Use: bring existing commercial structure into compliance | * Commission District 4 | Pirkle Gutter Supply of Gainesville, LLC, applicant.](#)
4. [7042 Baker Lane | Rezone | from Agricultural Residential-IV to Planned Commercial Development \(PCD\) on a 32.02± acre tract located on the terminus of Baker Lane | Zoned AR-IV; Tax Parcel 12037 000003 | Proposed use: agricultural business | ** Commission District 3 | Laura Labovitz, applicant.](#)

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, August 24, 2023** 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 10, 2023. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development
From: Bill Nash, Director of Public Works and Utilities
Date: May 1, 2023
Subject: May 15, 2023 - Hall County Planning Commission Agenda

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Srikanth Yamala

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 15, 2023 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [3621 Reece Circle | Annual Review of the previously approved hardship mobile home on a 1.01± acre tract located on the south side of Reece Circle at its intersection with A L Mangum Road | Zoned R-II; Tax Parcel 15014 000056A | Proposed use: hardship mobile home | * Commission District 3 | Henry Whitlow, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

2. [3432 & 0 Cleveland Highway & 3572 Casper Drive | Variance | for a left side yard setback variance from 15 feet to 13 feet on a 8.16± acre tract located on the east side of Cleveland Highway at approximately 297 feet from its intersection with Casper Drive | Zoned AR-III; Tax Parcel 10144 000032, 000007, & 000009A | Proposed use: to bring an existing shed into compliance | * Commission District 3 | John Carter, applicant.](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No comment
 - c. **Utilities:** No Comment

3. [4601 Old Cornelia Highway | Variance | for a right side yard setback variance from 15 feet to 4 feet on a 1.15± acre tract located on the north side of Old Cornelia Highway at its intersection with Highway 52 | Zoned AR-III; Tax Parcel 15007 000009K | Proposed use: construct a garage | * Commission District 3 | Kenneth Alexander Jones, applicant.](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No comment
 - c. **Utilities:** No comment

4. [5860 Gailey Drive | Use Subject to Planning Commission Approval | on a 2.66± acre tract located on the south side of Gailey Drive approximately 1,220 feet from its intersection with Cleveland Highway | Zoned AR-IV; Tax Parcel 12056 000023 | Proposed use: rural business | * Commission District 3 | R. Mike Oswald, applicant.](#)
 - a. **Engineering:** The 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 FEMA and Hall County studied Flood plains present on site.
Show stream buffer and impervious setback from wretched vegetation not center line of stream
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

5. [5351 Lanier Islands Parkway | Use Subject to County Commission Approval | on a 17.14± acre tract located on the north side of Lanier Islands Parkway approximately 568 feet from its intersection with Carter Road | Zoned AR-III; Tax Parcel 08169 003011 \(pt.\) | Proposed use: agri-entertainment | ** Commission District 1 | Keith D. & Chad Bell, applicant.](#)
 - a. **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wretched vegetation not center line of stream
 - b. **Traffic:** Driveway must be permitted/approved by GDOT
 - c. **Utilities:** No Hall County sewer

6. [3724 Roy Parks Road | Use Subject to County Commission Approval | on an 87.38± acre tract located on the north side of Roy Parks Road approximately 829 feet from its intersection with Talmo Road | Zoned AR-IV; Tax Parcel 15024 000019 | Proposed use: equestrian center | ** Commission District 3 | Patricia M. Egan, applicant.](#)
 - a. **Engineering:** The 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 FEMA and Hall County studied Flood plains present on site.
Show stream buffer and impervious setback from wretched vegetation not center line of stream
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment.

7. [6084 Highway 52 | Use Subject to County Commission Approval | on a 53.96± acre tract located on the south side of Highway 52 approximately 456 feet from its intersection with Hooper Road | Zoned AR-IV; Tax Parcel 15004 000034 | Proposed use: telecommunications facility | ** Commission District 3 | Mattaniah S. Jahn P.A. obo VB BTS II, LLC, applicant.](#)

- a. **Engineering:** The 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 FEMA and Hall County studied Flood plains present on site.
Show stream buffer and impervious setback from wretched vegetation not center line of stream
 - b. **Traffic:** No comment
 - c. **Utilities:** No Comment
8. [5182 Odum Smallwood Road | Use Subject to County Commission Approval | on a 27.40± acre tract located on the east side of Odum Smallwood Road approximately 480 feet from its intersection with Jess Helton Road | Zoned AR-IV; Tax Parcel 12004 000019 | Proposed use: telecommunications facility | ** Commission District 3 | Verizon Wireless, applicant.](#)
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9. [3675 & 3745 Friendship Road | Rezone | from Agricultural-Residential-III \(AR-III\) & Highway-Business \(H-B\) to Light Industrial \(I-I\) on a 2.11± acre tract located on the east side of Friendship Road approximately 628 feet from its intersection with Swansey Road | Zoned H-B & AR-III; Tax Parcel 15048 000025D & 000025B | Proposed use: landscape supply business | ** Commission District 1 | Yelitza Ossa-OSAS Concrete, applicant.](#)
- a. **Engineering:** The 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
 - a. **Traffic:** Driveway must be permitted/approved by GDOT.
 - b. **Utilities:** No Hall County sanitary sewer
10. [3675 & 3745 Friendship Road | Use Subject to County Commission Approval | on a 2.11± acre tract located on the east side of Friendship Road approximately 628 feet from its intersection with Swansey Road | Zoned H-B & AR-III; Tax Parcel 15048 000025D & 000025B | Proposed use: outdoor storage within Gateway Corridors Overlay District | ** Commission District 1 | Yelitza Ossa-OSAS Concrete, applicant.](#)
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- b. **Traffic:** Driveway must be permitted/approved by GDOT.
- c. **Utilities:** No Hall County sanitary sewer

11. [6034 Lanier Islands Parkway | Rezone | from Agricultural-Residential-III \(AR-III\) to Light Industrial \(I-I\) on a 7.67± acre tract located on the west side of Lanier Islands Parkway approximately 592 feet from its intersection with North Waterworks Road | Zoned AR-III; Tax Parcel 07330 001005 | Proposed use: enclosed boat & RV storage | ** Commission District 2 | Over Under Storage, LLC, applicant.](#)

- a. **Engineering:** The 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
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Health dept. approval; required for septic

12. [6034 Lanier Islands Parkway | Use Subject to County Commission Approval | on a 7.67± acre tract located on the west side of Lanier Islands Parkway approximately 592 feet from its intersection with North Waterworks Road | Zoned AR-III; Tax Parcel 07330 001005 | Proposed use: self-storage warehouse within Gateway Corridors Overlay District | ** Commission District 2 | Over Under Storage, LLC, applicant.](#)

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13. [6515 New Bethany Road | Rezone | from Highway-Business \(H-B\) to Light-Industrial \(I-I\) on a 1.86± acre tract located on the east side of New Bethany at its intersection with Old Lanier Islands Drive | Zoned H-B; Tax Parcel 07330 001006B | Proposed use: Light Industrial | ** Commission District 2 | Genuine Mapping & Design, LLC, applicant.](#)

- a. **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation
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14. [6515 New Bethany Road | Use Subject to County Commission Approval | on a 1.86± acre tract located on the east side of New Bethany Road at its intersection with Old Lanier Islands Drive | Zoned H-B; Tax Parcel 07330 001006B | Proposed use: Boat RV outdoor Storage and Boat Sales & Repairs | ** Commission District 2 | Genuine Mapping & Design, LLC, applicant.](#)
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Buffington Farm Rezoning

Reviewed by Franklin P. Miller, P.E. 5/2/2023

Traffic Study on file dated 2/2022 “Buffington Farm Road Phase 3 Tract” is not sufficient and does not address the number of lots in Phase 3. It is recommended that a new comprehensive traffic study be performed and submitted to determine the impact of all phases of the development. This would include ADT on Cagle Road and and Buffington Road as well as the impact to the intersection at Buffington and Cagle. Also, the study should address the new roadway projects and intersections created with the White Sulphur and Cagle Road projects which is now underway.

A sanitary sewer study should also be including illustrating how the effluent from the entire development will be pumped from each of the phases to the existing Hall County sewer system and the impact it will have on the receiving lift station.

- b. **Traffic:** Traffic Study
Bring Buffington Farm Road up to County standards including a cul-de-sac at the end.
All lots will have internal access only.

c. **Utilities:** Review and approved sanitary sewer prior to LDP submittal.

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- b. **Traffic:** Traffic Study
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Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Monday, May 1, 2023 4:43 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning); Michael Vieira (Fire Services)
Subject: Fire Comments

Monday, May 15th, 2023 Hall County Planning Commission Meeting.

[3271 & 3270 Buffington Farm Road | Rezone | from Agricultural-Residential-III \(AR-III\) and Vacation-Cottage \(V-C\) to Planned Residential Development \(PRD\) on a 55.54± acre tract located on the north side of Buffington Farm Road at its intersection with Cagle Road | Zoned AR-III & V-C; Tax Parcels 09106 000001A & 000005 \(pt.\) | Proposed use: 216-lot subdivision | ** Commission District 3 | Arabella Capital, LLC, applicant.](#)

Phase 1,2 and 3 must meet the following fire codes below.

503.2.2 Authority.

The *fire code official* shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction. The fire apparatus access roads shall comply with the requirements of this section and Appendix D of the International Fire Code 2018 edition including Georgia State modifications.

Georgia State Modifications Below: Add a new section, Appendix D 107.1, as follows:

Developments of one- or two-family dwellings where the number of dwelling units exceeds 120 shall be provided with two separate and approved fire apparatus access roads. Phase 2 is proposed to have 136 dwelling units.

Exceptions:

1. Where there are more than 120 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.
3. The fire apparatus access roads cannot be installed because of location on the property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided. Plans shall accompany the written request that delineate improvements to proposed fire apparatus access roads approved by the fire code official of the local responding fire department. Recommended compliance alternatives for residential developments having less than the minimum of two entrances includes, but is not limited to one of more of the following alternative remedies:
 1. Enhanced turning radii to meet local responding fire department requirements; and/or

2. Increased road widths to meet local responding fire department requirements; or The Hall County Fire Marshal's Office requires road widths of 26' when the number of dwellings exceed 120 in residential developments.
3. Fire Lane signs per D103.6 in locations determined by the Fire Code Official; or
4. The absence of dead-end streets and cul-de-sacs; and unless the requirements meet or exceed Table D103.4 for Fire Apparatus Access Roads; or
5. The primary entrance roadway being a boulevard with medians and each lane meeting fire access road widths; or
6. Single entrance roads providing a dedicated emergency lane separating each drive lane; or
7. Additional fire apparatus access road which is permitted to be a roadway or approved surface not accessible to motor vehicles, designed by a registered design professional to meet the loading requirements and minimum specifications of Appendix D; and this surface provides all weather conditions capabilities for emergency fire department access; or
8. Statement by Fire Code Official that the Plans submitted meet the requirements of Exception 3 and/or Appendix D for access by local responding fire department

Pursuant to O.C.G.A. Title 25-2-12 (e)(4) the local fire official, building official, or developer may obtain a waiver when adequate access appropriate for the fire apparatus of the local responding fire department is not met or provided by using alternative methods on a waiver form designed and prescribed by the Safety Fire Commissioner. The State Fire Marshal or designated representative shall respond within 30 days for the decision for approval or disapproval or recommendations for modifications to the Plan. If the 30-day time frame is not met, the Plans submitted shall be deemed to be approved.

Add a new section, Appendix D 107.2, as follows:

Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

503.2.5 Dead ends.

Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an *approved* area for turning around fire apparatus. See Table D103.4 Requirements for dead end fire apparatus roads.

503.6 Security gates.

The installation of security gates across a fire apparatus access road shall be *approved by the fire code official*. Where security gates are installed, they shall have an *approved* means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of

ASTM F2200. Knox key switch override device shall be installed at each gate that is access controlled.

Fire apparatus roads shall not terminate abruptly at a security gate, approved turnaround shall be provided.

507.5.1 Where required.

Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an *approved* route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the *fire code official*. All proposed dwellings shall be no greater than 400' hose lay distance from a fire hydrant as the fire truck travels.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1

Lieutenant, Hall County Fire Rescue

Hall County Government

Main: 770-531-6838 | Cell: 404-597-0083

Website: www.Hallcounty.org





Buffington Farm Road Tract

Traffic Impact Study

Prepared for:

Arabella Capital, LLC

Prepared by:

KCI Technologies Inc.

2160 Satellite Boulevard, Suite 130

Duluth, GA 30097

www.kci.com

678.990.6200

June 2023

KCI Project #242200426.01

RISE TO THE
CHALLENGE





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6/6/2023

A stylized illustration in shades of blue and white, depicting a city skyline with buildings, a bridge, a road with cars, and a water tower. The scene is overlaid with a grid pattern.

**RISE TO THE
CHALLENGE**

Executive Summary

The purpose of this study is to evaluate the potential traffic impacts of the proposed *Buffington Farm Road Tract* development. The site is in Hall County and located along the west and east side of Buffington Farm Road, an existing public road. Based on the concept plan (dated 03/27/2023), the +/-171.99-acre development will include a total of 337 detached single-family homes. The concept plan (see Appendix B) for the development illustrates the conditions in the study area, including the three phases of the proposed development and proposed access. Vehicular traffic access to the site is proposed via the existing intersection of Buffington Farm Road at Cagle Road. Access from the three phases of development is proposed at two driveways along Buffington Farm Road and extending Buffington Farm Road (into phase 2 of the development).

Cagle Road is a two-lane roadway with a 35-mph posted speed limit in the area of the proposed development. White Sulphur Road is a two-lane roadway with a 35-mph posted speed limit near the site. Buffington Farm Road is a two-lane dead-end roadway with residential land use along its length. The existing site is undeveloped.

For the purposes of the traffic study, the analysis included the expected completion (build-out) of the development by year 2025. This study performed an analysis of existing traffic conditions and future traffic conditions. The future conditions analysis was performed for the year 2025 No-Build Conditions and the year 2025 Build Conditions (with the Buffington Farm Road Tract development).

The traffic impact study network consisted of two intersections. The study intersections were Cagle Road at Buffington Farm Road and White Sulphur Road at Cagle Road. It is important to note a Hall County roadway project is programmed for White Sulphur Road and involves shifting White Sulphur Road to the south side of the railroad tracks which would cut off White Sulphur from intersecting with Cagle Road. Therefore, future conditions analyses were not performed for Cagle Road at White Sulphur Road (the intersection is removed).

The results of the traffic analysis indicate the intersections of Cagle Road at Buffington Farm Road and White Sulphur Road at Cagle Road currently operate at level of service A during both the AM and PM peak hours.

In the future year 2025 No-Build conditions (without the Buffington Farm Road Tract development traffic volumes) the study intersection of Buffington Farm Road at Cagle Road is expected to operate at acceptable levels of service during both the AM and PM peak hours.

In the future year 2025 Build Conditions (with the Buffington Farm Road Tract development traffic volumes), the study intersection of Buffington Farm Road at Cagle Road is expected to operate at acceptable levels of service during the AM and PM peak hours. Additionally, the two driveways on Buffington Farm Road are expected to operate at acceptable levels of service during the AM and PM peak hours.

Due to overall low traffic volumes in the vicinity of the project site, the existing roadway capacity and lane configuration is expected to be sufficient to accommodate future traffic volumes in the area. No roadway improvements are recommended along Buffington Farm Road or at the study intersections.

Based on estimated traffic volumes in the year 2025 Build year conditions, and Buffington Farm Road is a dead-end road, the following driveway geometric recommendations are provided at the site access driveways:

- Buffington Farm Road at Driveway #1 (Access to Phase 1)
 - Driveway (two lane: one entry lane and one exit); driveway to be stop-control
- Buffington Farm Road at Driveway #3 (Access to Phase 3)
 - Driveway (two lane: one entry lane and one exit); driveway to be stop-control

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- Figure 2 – Aerial & Access Locations
- Figure 3 – Existing Traffic Conditions
- Figure 4 – Project Trip Distribution
- Figure 5 – Build (Year 2025) Traffic Conditions
- Figure 6 – Build (Year 2025) ADT Traffic Conditions

B: Concept Plan

C: Traffic Count Data

D: GDOT Traffic Data

E: Intersection Volume Development

F: Capacity Analysis Reports

G: Hall County Roadway Plan

1. Existing Conditions

1.1 Site Conditions

The proposed development is located on undeveloped property. **Figure 1** provides a general location map. **Figure 2** is an aerial that shows the site location and the proposed site driveways (Figures included in Appendix A). Access to the property is proposed to be provided at three locations along Buffington Farm Road (The concept plan is included in Appendix B). Nearby land uses are predominantly residential homes. The development is also located along Lake Lanier.

1.2 Roadway Conditions

Cagle Road is a two-lane roadway, with a 35mph posted speed limit in the area of the proposed development. Cagle Road is a northeast-southwest oriented roadway in the vicinity of the development. GDOT classifies Cagle Road as a Local Road. The roadway has grassed, rural shoulders on both the east and west side, with no sidewalks.

White Sulphur Road is a two-lane roadway, with a 35mph posted speed limit in the area of the proposed development. White Sulphur Road is an east-west oriented roadway in the vicinity of its intersection with Cagle Road. GDOT classifies White Sulphur Road as a Major Collector to the east and Minor Arterial to the west. The roadway has grassed, rural shoulders on both the north and south side, with no sidewalks.

Buffington Farm Road is a narrow two-lane dead-end public roadway. It is classified as a Local Road. The roadway has grassed, rural shoulders on both the east and west side, with no sidewalks.

Cagle Road at Buffington Farm Road and White Sulphur Road at Cagle Road are both side-street stop-controlled intersections. Buffington Farm Road is the side-street at its intersection with Cagle Road while Cagle Road is the side-street at its intersection with White Sulphur Road.

1.3 Traffic Volumes

Traffic counts were collected on Tuesday, May 16, 2023, for use in the traffic analysis. Hall County public schools were in session. Two 24-hour volume counts were collected, one on Cagle Rd south of Buffington Farm Rd and one on Buffington Farm Rd, west of Cagle Rd. The existing Average Daily Traffic (ADT) on Cagle Road is 1,459 vehicles and the existing ADT on Buffington Farm Road is 88 vehicles. Additionally, the traffic data collected included intersection turning movement counts at the following locations during the 7-9AM and 4-6PM peak periods.

1. Cagle Road at Buffington Farm Road
2. White Sulphur Road at Cagle Road

Historical traffic volume data available from the GDOT TADA source were utilized to inform the annual growth factor. The two locations are indicated in Appendix D. The two locations are:

- GDOT Count Station #139-0538 located on White Sulphur Road, east of Harrington Road.
- GDOT Count Station #139-0536 located on White Sulphur Road, between Ramsey Circle.

2. Future Conditions

2.1 Future No-Build Traffic Volumes

Future No-Build traffic volumes were developed by reviewing the historical traffic volumes roadways within the vicinity of the project and historic population growth in the county. Two GDOT count stations in the area were reviewed. The annual historic compound growth rate at the GDOT count stations averaged to 1.9% per year. Hall County's population growth rate was most recently reported as 1.2% per year in 2020. The Governor's Office of Planning and Budget developed population projections which indicates an estimated growth of 1.5% per year by 2025 in Hall County.

Considering this data, a 1.6% per year growth rate to account for background traffic volume growth was used in the traffic study. For the purposes of this study the proposed development is expected to be completed and opened by 2025. A 1.6% per year growth rate was applied to the 2023 existing volumes to calculate year 2025 No-Build traffic volumes. The 2025 No-Build traffic volumes are indicated in the Intersection Volume Development tables included in the Appendix E.

Additionally, the roadway network modification due to the Hall County project (explained in next section), resulted in re-routing existing vehicles crossing the railroad and traveling on White Sulphur Road. Based on the Hall County in-progress plans, and a review of the road network, the existing volume was redirected to White Sulphur Road to the south. This would provide access towards Gainesville and to I-985.

2.2 Future Roadway Conditions

A review of Georgia DOT and Gainesville-Hall Metropolitan Planning Organization planned and programmed transportation projects was performed. Hall County has two planned projects near the proposed development:

- PI 1162100: White Sulphur Road Realignment involves realigning White Sulphur Road to be on the south side of the railroad tracks and will remove the intersection of White Sulphur Road at Cagle Road near the development. This project is expected to be completed in 2024. A PDF of the in-progress roadway plan (cover sheet only) indicating the modification is included in Appendix G.
- Cagle Road Improvements
 - This project is a repaving project of Cagle Road just north of the proposed development.

3. Proposed Development Traffic

Project traffic was calculated for the proposed development. Project traffic is defined as the vehicular trips expected to be generated by the development and distributed over the roadway network.

3.1 Trip Generation

The project driveway volumes were calculated based on the Institute of Transportation Engineers' (ITE) Trip Generation Manual, Eleventh Edition. The development proposes a total of 337 detached single-family homes for all three phases of development. The most applicable ITE land use (LU) codes is LU 210 (Single-Family Detached). Due to the development type, pass-by reductions and internal capture reductions were not included for the traffic analysis. **Table 1** below summarizes the trips expected daily, during the AM peak hour and during the PM peak hour for the development.

Land Use (ITE Code)	Units	Daily Trips	AM Peak Hour			PM Peak Hour		
		Two-Way Total	Enter	Exit	Total	Enter	Exit	Total
Single-Family Detached (210)	337	3,179	61	183	244	205	121	326

3.2 Trip Distribution and Assignment

An overall trip distribution and assignment of project trips was based on existing traffic patterns and a review of land uses and the street network in the area. This information was used to apply the project traffic volumes at the study intersections. Additionally, the roadway network modification due to the Hall County project was considered. The directional distribution for the proposed development is estimated to be:

- 10% to/from the northeast along Cagle Road
- 90% to/from the southwest along White Sulphur Road

Figure 4 (in Appendix A) illustrates the residential trip distribution in the study area. All site generated trips will access the roadway network through Buffington Farm Road.

3.3 Future Build Traffic Volumes

The 2025 future Build traffic volumes were calculated by adding the proposed development (Buffington Farm Road Tract) traffic volumes to the projected year 2025 No-Build traffic volumes. **Figure 5** (in Appendix A) illustrates the year 2025 Build traffic volumes.

4. Capacity Analysis

Capacity analysis was performed at the study intersections for the weekday AM and PM peak hours. Intersection Level of Service (LOS) was calculated based on the methodologies contained in the Highway Capacity Manual, 6th Edition. The Synchro Studio software, which utilizes the HCM 6th Edition methodology, was utilized to perform the analyses.

Capacity is defined as the maximum number of vehicles that can pass over a particular road segment or through a particular intersection within a specified period under prevailing roadway, traffic, and control conditions. Level of service (LOS) is used to describe the operating characteristics of a road segment or intersection in relation to its capacity. LOS is defined as a qualitative measure that describes operational conditions and motorist's perceptions. The Highway Capacity Manual defines six levels of service, LOS A through LOS F. Level of service A indicates excellent operations with little delay to motorists, while level of service F indicates extremely long delay.

Level of service for unsignalized intersections is calculated for the average control delay incurred for vehicles on the stop control approach, compared to the average control delay per vehicle for all approaches at a signalized intersection. Control delay for vehicles include initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. **Table 2** below indicates the relationship between delay and LOS for signalized and unsignalized intersections, respectively. Level-of-service "E" is typically considered to be the limit of acceptable delay.

Several factors affect the controlled delay for unsignalized intersections, including the availability of gaps in the cross-street traffic, and acceptable gap time to make the movement from the stop position. For stop-control intersections, LOS E and F exist when there are insufficient gaps in traffic, resulting in long delays. Low level of service for stop-control approaches are not uncommon at major cross-streets.

Table 2: Level of Service Criteria		
Level of Service	Average Control Delay Per Vehicle (sec)	
	Signalized Intersection	Unsignalized Intersection
A	≤10	≤10
B	>10 and ≤20	>10 and ≤15
C	>20 and ≤35	>15 and ≤25
D	>35 and ≤55	>25 and ≤35
E	>55 and ≤80	>35 and ≤50
F	>80	>50

4.1 Existing Conditions Capacity Analysis

Capacity analysis was performed for the year 2023 traffic volumes and the existing roadway conditions. The existing traffic conditions are illustrated in **Figure 3**. **Table 3** summarizes the results of the capacity analysis.

Table 3: Existing Year (2023) Level of Service				
Intersection	Intersection Control	Approach	AM Peak Hour LOS (Delay*)	PM Peak Hour LOS (Delay*)
Cagle Road at Buffington Farm Road	Stop-control	EB	A (9)	A (9)
White Sulphur Road at Cagle Road	Stop-control	SB	B (11)	B (11)

**Average vehicle delay in seconds*

Both study intersections are currently operating at an acceptable level of service in both the AM and PM peak hours.

4.2 Future No-Build Conditions Capacity Analysis

Capacity analysis was performed for the year 2025 Future Conditions and includes the No-Build traffic volumes (without the Buffington Farm Road Tract development traffic) and the existing roadway conditions for one intersection. Since the intersection of White Sulphur Road at Cagle Road is expected to be removed by year 2025, the intersection was not analyzed in future year conditions. **Table 4** summarizes the results of the capacity analysis for the Future No-Build Conditions.

Table 4: Future Year (2025) No-Build Level of Service				
Intersection	Intersection Control	Approach	AM Peak Hour LOS (Delay*)	PM Peak Hour LOS (Delay*)
Cagle Road at Buffington Farm Road	Stop-control	EB	A (9)	A (9)

**Average vehicle delay in seconds*

The study intersection is expected to continue operating at an acceptable level of service during both the AM and PM peak hours.

4.3 Future Build Conditions Capacity Analysis

Capacity analysis was performed for the year 2025 Future Conditions and includes the No-Build traffic volumes plus the Buffington Farm Road Tract development volumes. The Build traffic conditions and volumes are illustrated in **Figure 5**. **Table 5** summarizes the results of the capacity analysis.

Table 5: Future Year (2025) Build Level of Service				
Intersection	Intersection Control	Approach	AM Peak Hour LOS (Delay*)	PM Peak Hour LOS (Delay*)
Cagle Road at Buffington Farm Road	Stop-control	EB	B (10)	B (10)
Buffington Farm Road at Driveway #1 (Access to Phase #1)	Stop-control	NB	B (10)	B (10)
Buffington Farm Road at Driveway #3 (Access to Phase #3)	Stop-Control	SB	A (9)	A (9)

**Average vehicle delay in seconds*

The study intersection is expected to operate at an acceptable level of service during both the AM and PM peak hours. Additionally, both driveways are expected to operate at acceptable levels of service during both the AM and PM peak hours.

The existing intersection is not expected to need any geometric modifications due to the low volume on both Cagle and Buffington Farm Road.

5. Recommendations

Recommendations for access for the proposed development are based on existing conditions, the proposed development use, and expected traffic volumes. The need for dedicated turn lanes at the study intersections and appropriate traffic control (i.e. stop control) were reviewed. Recommendations included reviewing Hall County Code of Ordinances requirements, knowledge of general transportation standards, and engineering judgment.

Hall County Code of Ordinance 16.60.290 identifies when deceleration and turn lanes are required at development driveways, which is primarily based on roadway ADT and number of proposed residential lots. The Ordinance states the Hall County Traffic Engineer determines if any improvements are required.

The estimated daily traffic volumes along the study roadways and at the proposed development driveways is illustrated in **Figure 6**. Due to the low volumes on Buffington Farm Road, the volumes generated by the development are not expected to have a major impact on operations of the existing intersection of Buffington Farm Road at Cagle Road. The existing roadway capacity and lane configuration is expected to be sufficient to accommodate future traffic volumes at the intersection. No roadway improvements are recommended along Buffington Farm Road or at the intersection.

5.1 Recommended Driveway Geometry

Vehicular traffic access to the site is proposed via the existing intersection of Buffington Farm Road at Cagle Road. Access from the three phases of development is proposed at two driveways along Buffington Farm Road and extending Buffington Farm Road (into phase 2 of the development).

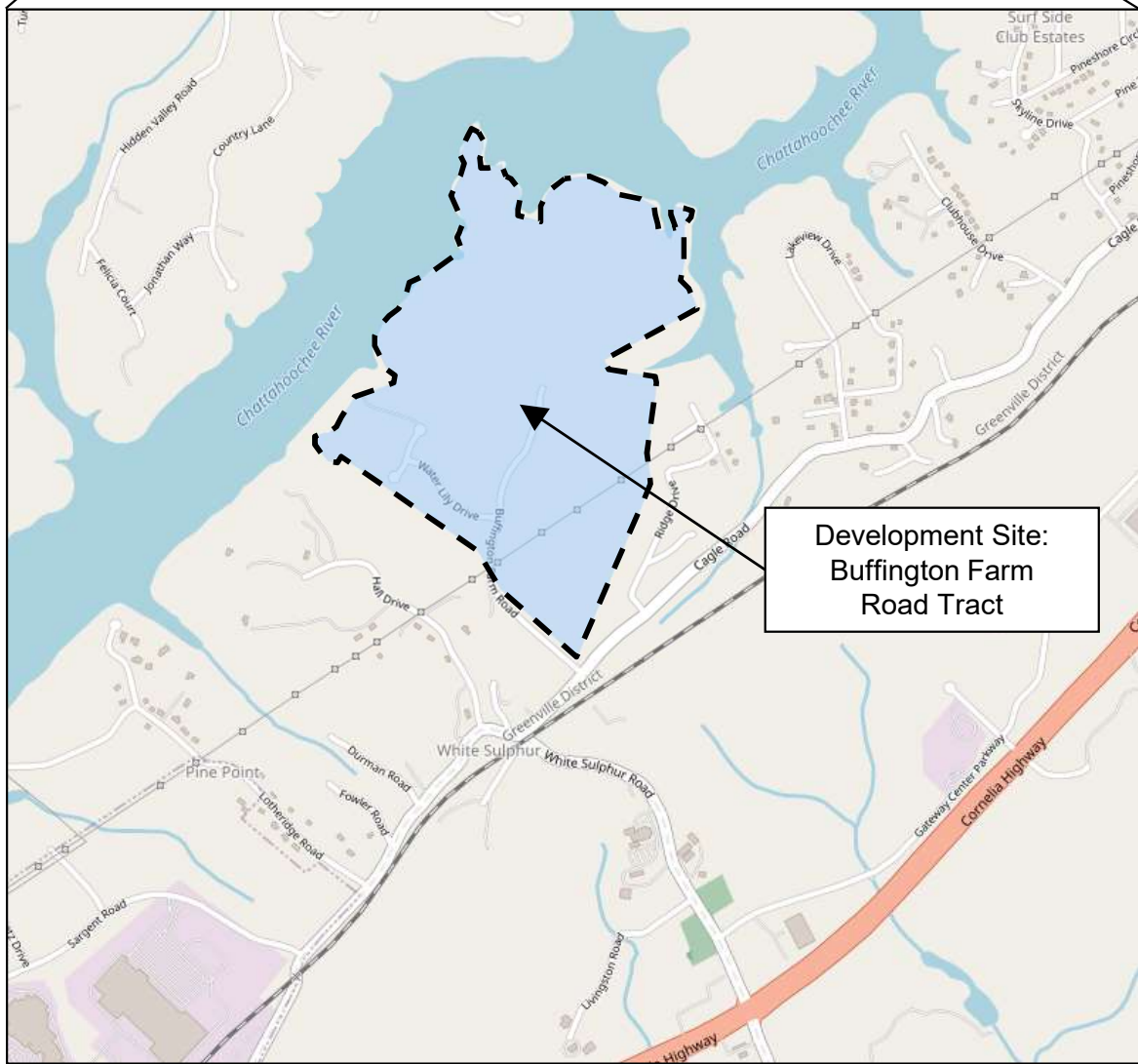
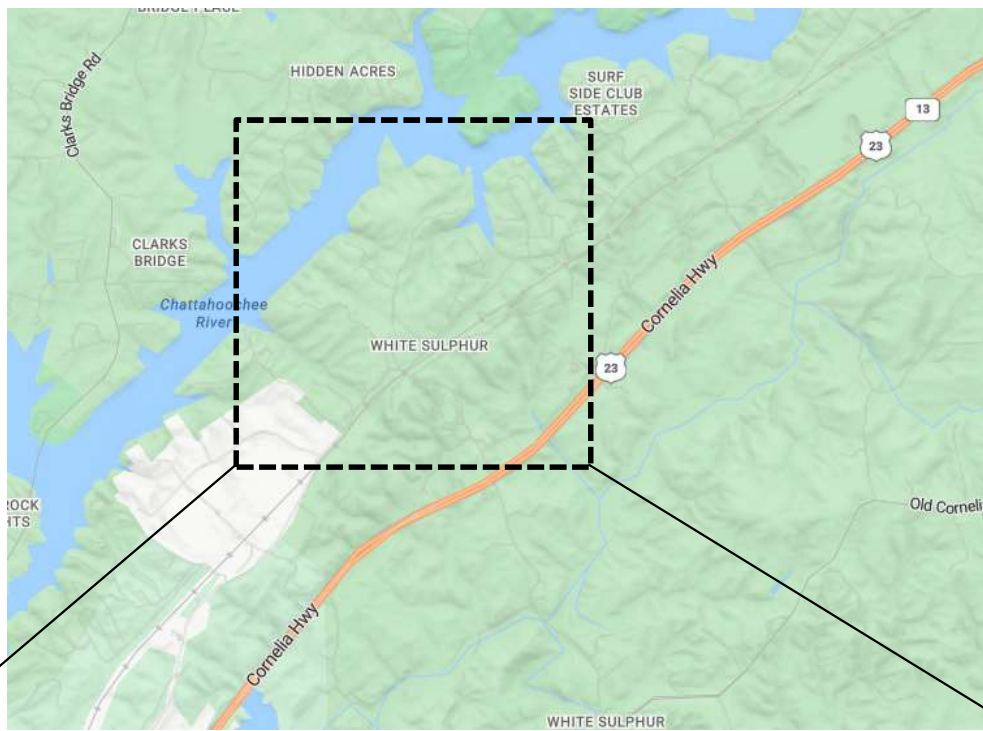
Based on estimated traffic volumes in the year 2025 Build year conditions, and Buffington Farm Road is a dead-end road, the following driveway geometric recommendations are provided at the site access driveways:

- Buffington Farm Road at Driveway #1 (Access to Phase 1)
 - Driveway (two lane: one entry lane and one exit); driveway to be stop-control
- Buffington Farm Road at Driveway #3 (Access to Phase 3)
 - Driveway (two lane: one entry lane and one exit); driveway to be stop-control

Appendices

- Appendix A
 - Figures
- Appendix B
 - Concept Plan
- Appendix C
 - Traffic Count Data
- Appendix D
 - GDOT Traffic Data
- Appendix E
 - Intersection Volume Development
- Appendix F
 - Capacity Analysis Reports
- Appendix G
 - Hall County Project

Appendix A
Figures



Development Site:
Buffington Farm
Road Tract



Not to Scale

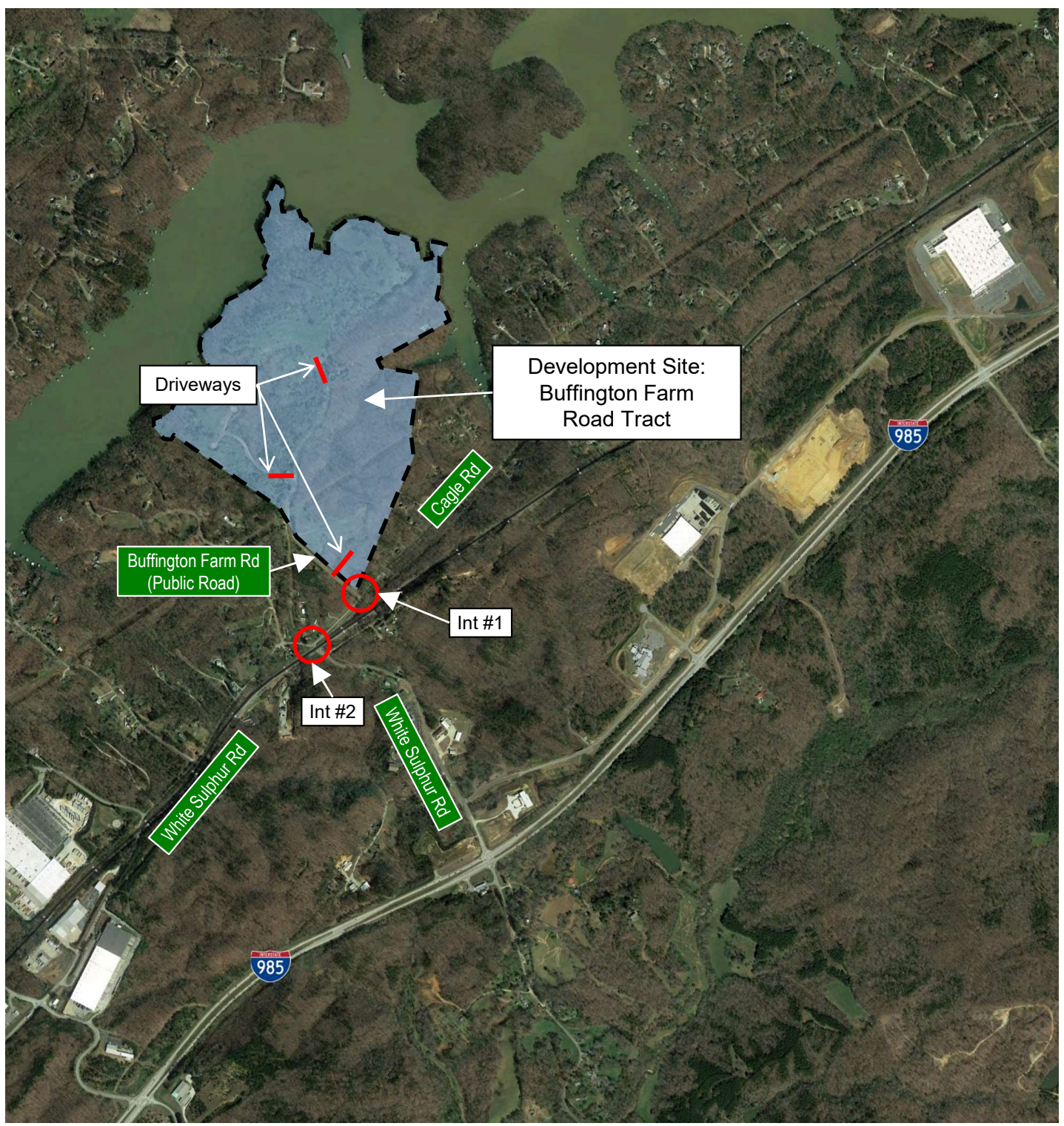


**Traffic Impact Study
Buffington Farm Road Tract
Hall County, Georgia**

**Location
Map**

**Figure
1**

Legend:
○ Study Intersection



Not to Scale



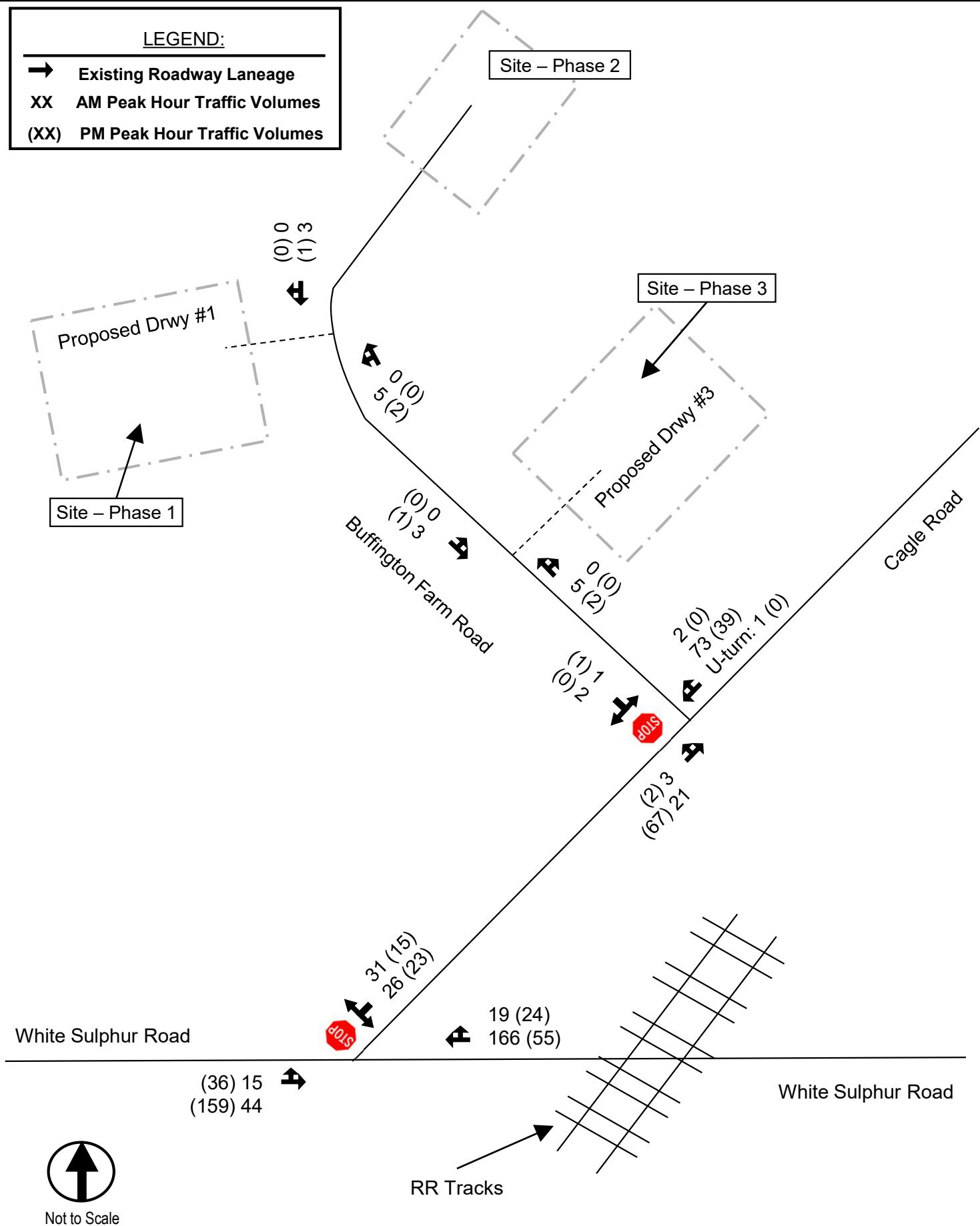
**Traffic Impact Study
Buffington Farm Road Tract
Hall County, Georgia**

**Aerial &
Intersection
Locations**

**Figure
2**

LEGEND:

- ➔ Existing Roadway Laneage
- XX AM Peak Hour Traffic Volumes
- (XX) PM Peak Hour Traffic Volumes



Not to Scale

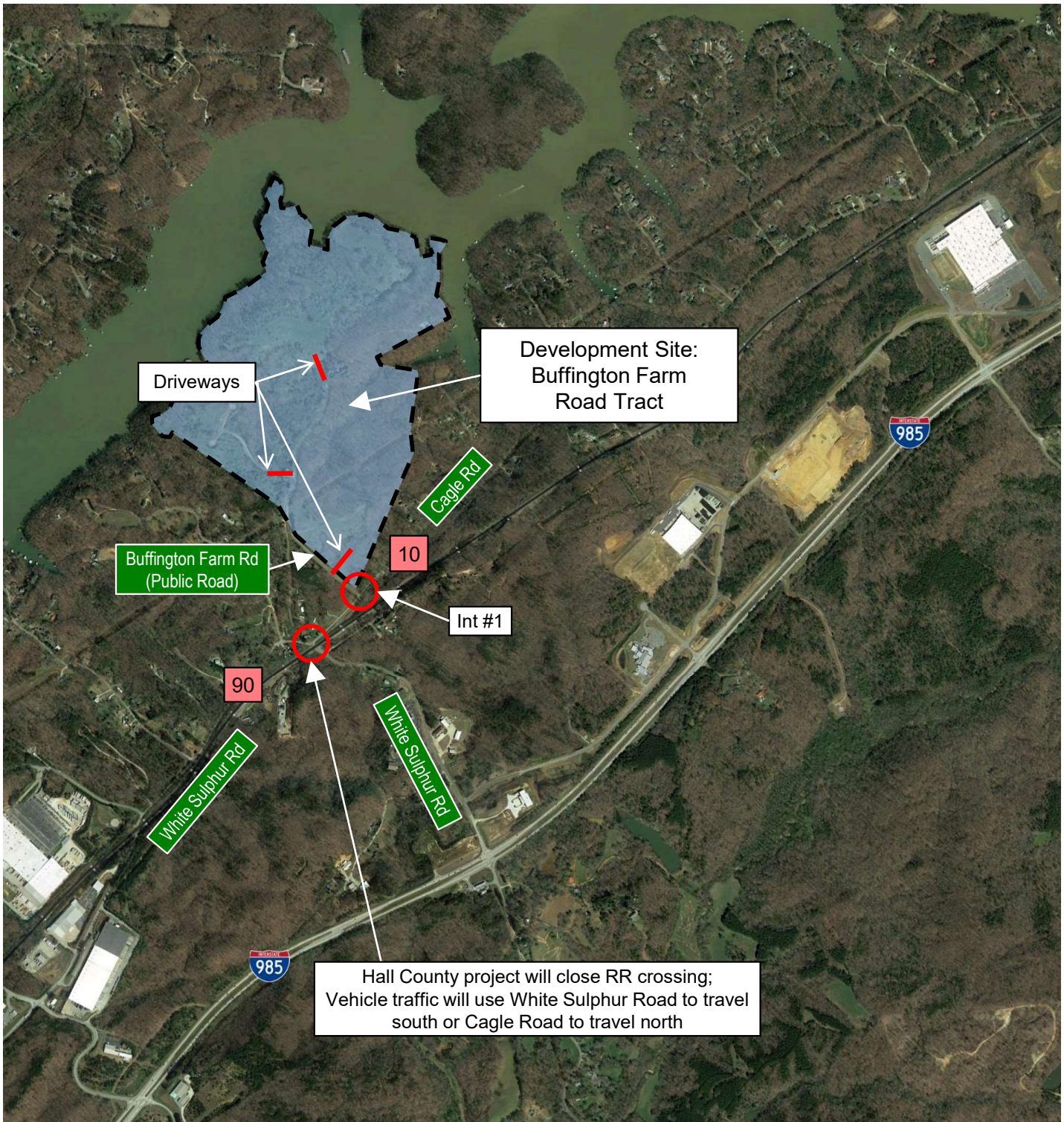


**Traffic Impact Study
Buffington Farm Road Tract
Hall County, Georgia**

**Existing Traffic
Conditions**

**Figure
3**

Legend:
100 Residential %



Not to Scale



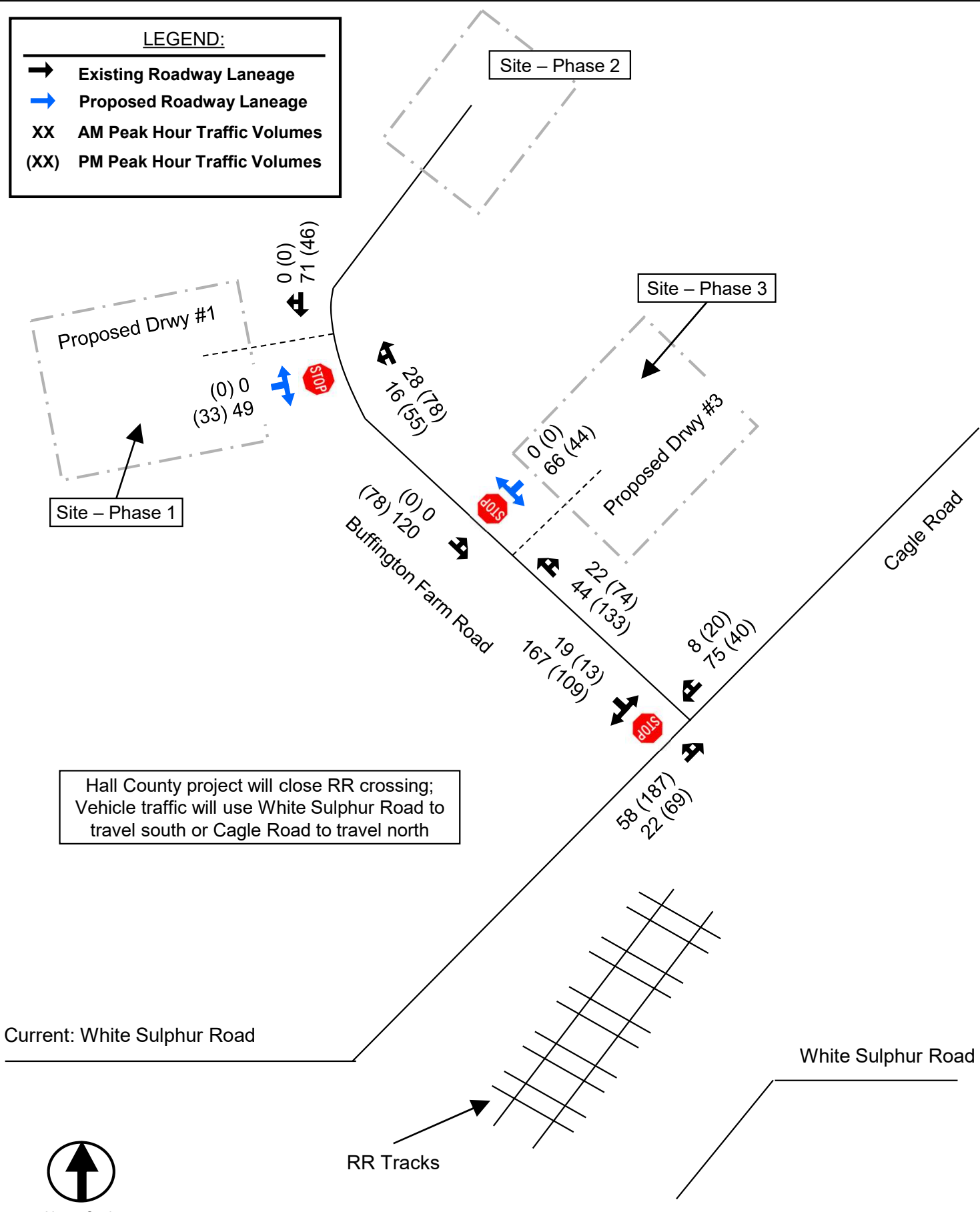
**Traffic Impact Study
 Buffington Farm Road Tract
 Hall County, Georgia**

**Project Trip
 Distribution**

**Figure
 4**

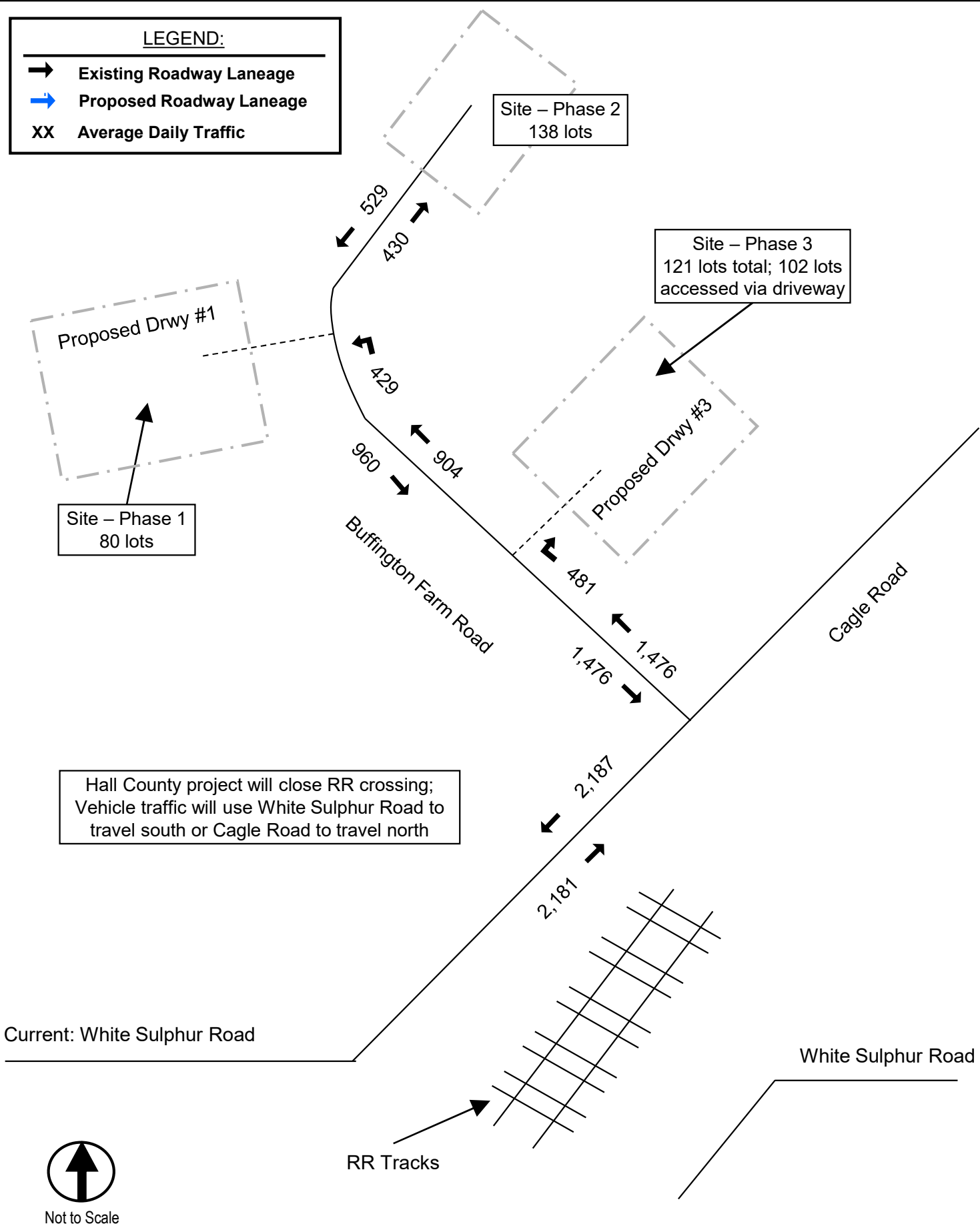
LEGEND:

- Existing Roadway Laneage
- Proposed Roadway Laneage
- XX AM Peak Hour Traffic Volumes
- (XX) PM Peak Hour Traffic Volumes



LEGEND:

- Existing Roadway Laneage
- Proposed Roadway Laneage
- XX Average Daily Traffic



Not to Scale

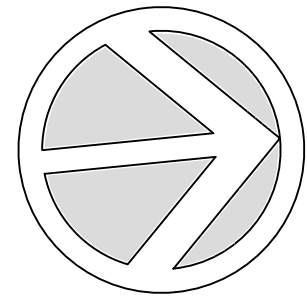
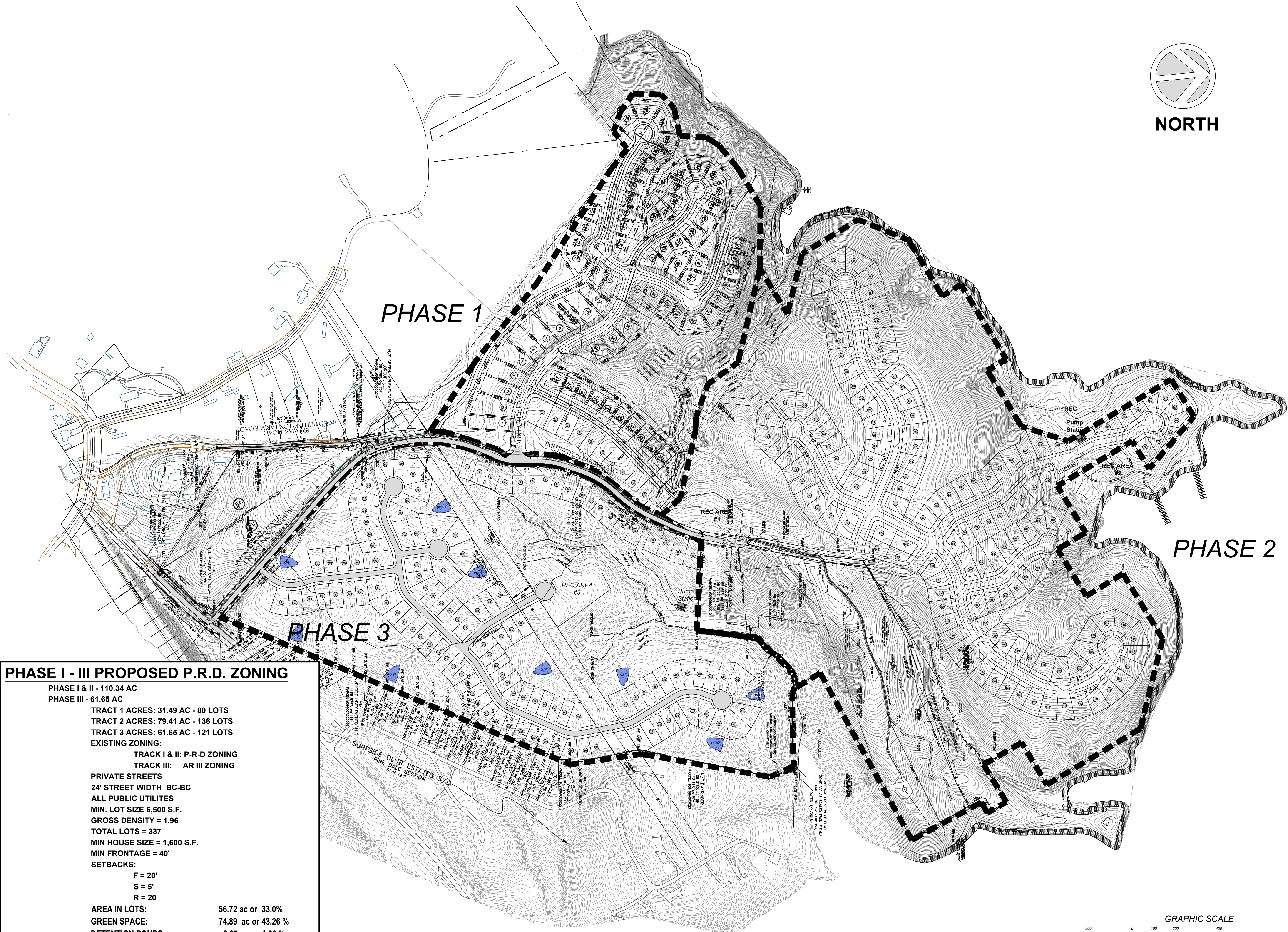


**Traffic Impact Study
Buffington Farm Road Tract
Hall County, Georgia**

**Future Build
(Year 2025) ADT
Conditions**

**Figure
6**

Appendix B
Concept Plan



NORTH

PHASE I - III PROPOSED P.R.D. ZONING

PHASE I & II - 110.34 AC
PHASE III - 61.65 AC

TRACT 1 ACRES: 31.49 AC - 80 LOTS
TRACT 2 ACRES: 79.41 AC - 136 LOTS
TRACT 3 ACRES: 61.65 AC - 121 LOTS

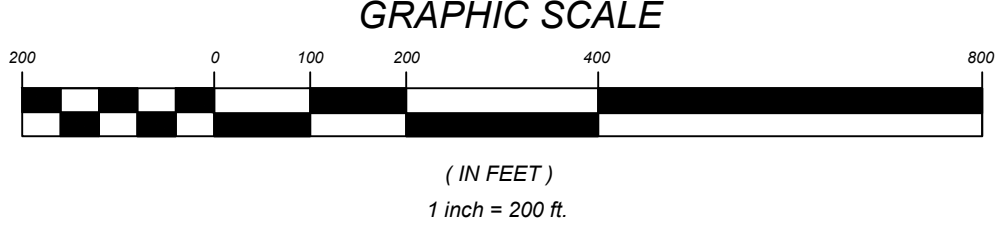
EXISTING ZONING:
TRACK I & II: P-R-D ZONING
TRACK III: AR III ZONING

PRIVATE STREETS
24' STREET WIDTH BC-BC
ALL PUBLIC UTILITIES
MIN. LOT SIZE 6,500 S.F.
GROSS DENSITY = 1.96
TOTAL LOTS = 337
MIN HOUSE SIZE = 1,600 S.F.
MIN FRONTAGE = 40'

SETBACKS:
F = 20'
S = 5'
R = 20'

AREA IN LOTS: 56.72 ac or 33.0%
GREEN SPACE: 74.89 ac or 43.26 %
DETENTION PONDS: 2.37 ac or 1.38 %
HOA REC AREAS: 16.75 ac or 10.0%
RIGHT OF WAY AREAS: 21.26 ac or 12.36%

THE PROJECT IS NOT PART OF THE NORTH OCONEE WATER SUPPLY WATERSHED DISTRICT AS DEFINED BY HALL COUNTY.S



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401 Westpark Court
Suite 200
Peachtree City, Ga 30269
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Civil Engineer

ARABELLA CAPITAL LLC
CORNELIAN WOODS MANAGEMENT LLC
255 BUFORD HIGHWAY
SUITE 250
BUFORD, GA 30518

Owner/Developer

HASELTON SUBDIVISION
BUFFINGTON FARM ROAD TRACT
HALL COUNTY
TAX PARCELS: 09105000001,
09106000001A, 3, 7, 13-25, 09106000107-9

Project
ISSUED FOR PERMITTING 03-27-2023

PLAN SET REVISIONS:	



Know what's below
Call before you dig.
Dial 811
Or Call 800-282-7411

DATED 03-27-2023



OVERALL PROPOSED REZONING PLAN
C400

PROJECT NO. 16500.01
PLOT DATE: 03.27.2023

Appendix C

Traffic Count Data



[Click here for Map](#)

Peak Hour Turning Movement Count

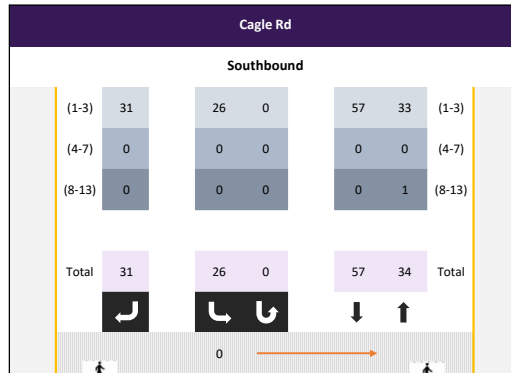
Hall County, GA



www.marrtraffic.com

Tuesday, May 16, 2023	
Period	0700 - 0900
Peak Hour	0745 - 0845

* the Peak Hour Diagram does not include Bikes

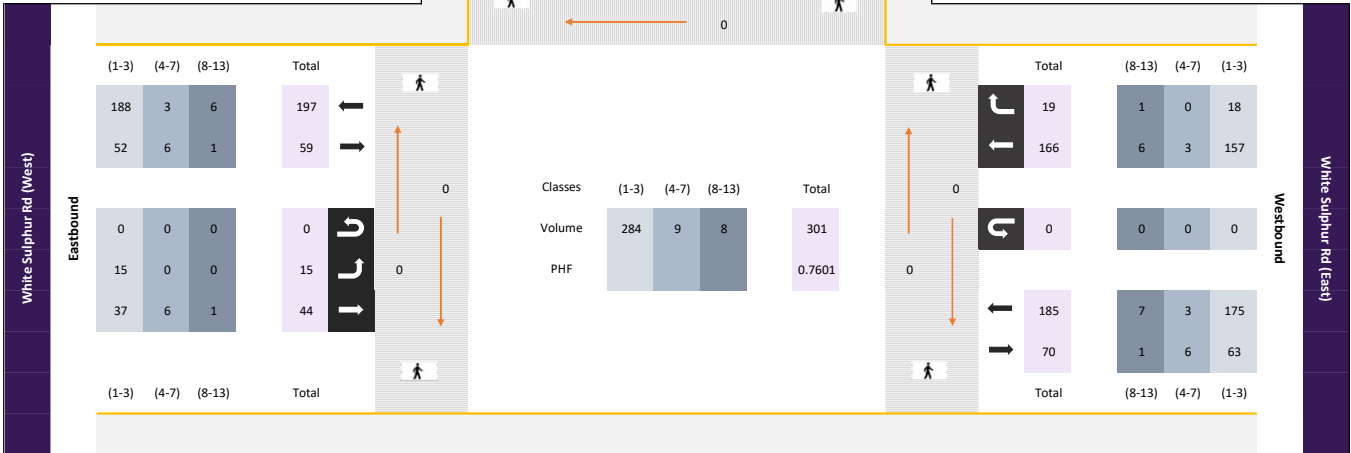


Session Parameters

(Drop Down Menu)

Peak Hour

Volume



All vehicles

Time					Southbound				Eastbound				Westbound				Int Total		
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)			App Total	White Sulphur Rd (East)			App Total			
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6		Thru 2.7	Right 2.8	U-Turn 2.9				
0745 - 0800	-	-	-	-	8	4	0	12	4	16	0	20	-	22	4	0	26	58	
0800 - 0815	-	-	-	-	7	11	0	18	6	11	0	17	-	59	5	0	64	99	
0815 - 0830	-	-	-	-	6	10	0	16	2	9	0	11	-	60	4	0	64	91	
0830 - 0845	-	-	-	-	5	6	0	11	3	8	0	11	-	25	6	0	31	53	
Total	0	0	0	0	26	31	0	57	15	44	0	59	0	166	19	0	185	301	
Approach %	0.00	0.00	0.00	0.00	45.61	0.00	54.39	0.00	25.42	74.58	0.00	0.00	0.00	89.73	10.27	0.00	-		
PHF	0.00	0.00	0.00	0.00	0.81	0.00	0.70	0.00	0.63	0.69	0.00	0.00	0.74	0.00	0.69	0.79	0.00	0.72	0.76

Passenger Vehicles (1-3)

Time					Southbound				Eastbound				Westbound				Int Total		
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)			App Total	White Sulphur Rd (East)			App Total			
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6		Thru 2.7	Right 2.8	U-Turn 2.9				
0745 - 0800	-	-	-	-	8	4	0	12	4	11	0	15	-	20	3	0	23	50	
0800 - 0815	-	-	-	-	7	11	0	18	6	9	0	15	-	56	5	0	61	94	
0815 - 0830	-	-	-	-	6	10	0	16	2	9	0	11	-	59	4	0	63	90	
0830 - 0845	-	-	-	-	5	6	0	11	3	8	0	11	-	22	6	0	28	50	
Total	0	0	0	0	26	31	0	57	15	37	0	52	0	157	18	0	175	284	
Approach %	0.00	0.00	0.00	0.00	45.61	0.00	54.39	0.00	28.85	71.15	0.00	0.00	0.00	89.71	10.29	0.00	-		
PHF	0.00	0.00	0.00	0.00	0.81	0.00	0.70	0.00	0.63	0.84	0.00	0.00	0.87	0.00	0.67	0.75	0.00	0.69	0.76

Single Unit Trucks (4-7)

Time					Southbound				Eastbound				Westbound				Int Total		
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)			App Total	White Sulphur Rd (East)			App Total			
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6		Thru 2.7	Right 2.8	U-Turn 2.9				
0745 - 0800	-	-	-	-	0	0	0	0	0	5	0	5	-	0	0	0	5	5	
0800 - 0815	-	-	-	-	0	0	0	0	0	1	0	1	-	1	0	0	1	2	
0815 - 0830	-	-	-	-	0	0	0	0	0	0	0	0	-	0	0	0	0	0	
0830 - 0845	-	-	-	-	0	0	0	0	0	0	0	0	-	2	0	0	2	2	
Total	0	0	0	0	0	0	0	0	0	6	0	6	0	3	0	0	3	9	
Approach %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	100.00	0.00	0.00	-		
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.30	0.00	0.00	0.30	0.00	0.38	0.00	0.00	0.38	0.45

Combination Trucks (8-13)

Time					Southbound				Eastbound				Westbound				Int Total	
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)			App Total	White Sulphur Rd (East)			App Total		
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6		Thru 2.7	Right 2.8	U-Turn 2.9			
0745 - 0800	-	-	-	-	0	0	0	0	0	0	0	0	-	2	1	0	3	3
0800 - 0815	-	-	-	-	0	0	0	0	0	1	0	1	-	2	0	0	2	3
0815 - 0830	-	-	-	-	0	0	0	0	0	0	0	0	-	1	0	0	1	1
0830 - 0845	-	-	-	-	0	0	0	0	0	0	0	0	-	1	0	0	1	1
Total	0	0	0	0	0	0	0	0	0	1	0	1	0	6	1	0	7	8
Approach %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	85.71	14.29	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.25	0.00	0.25	0.00	0.58	0.67

Bikes

Time					Southbound				Eastbound				Westbound				Int Total		
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)			App Total	White Sulphur Rd (East)			App Total			
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6		Thru 2.7	Right 2.8	U-Turn 2.9				
0745 - 0800	-	-	-	-	0	0	0	0	0	0	0	0	-	0	0	0	0	0	
0800 - 0815	-	-	-	-	0	0	0	0	0	0	0	0	-	0	0	0	0	0	
0815 - 0830	-	-	-	-	0	0	0	0	0	0	0	0	-	0	0	0	0	0	
0830 - 0845	-	-	-	-	0	0	0	0	0	0	0	0	-	0	0	0	0	0	
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Approach %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-		
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



[Click here for Map](#)

Peak Hour Turning Movement Count

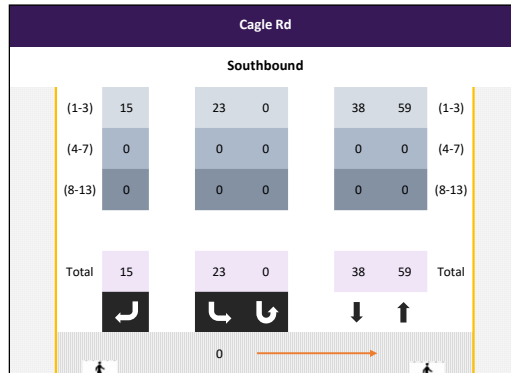
Hall County, GA



www.marrtraffic.com

Tuesday, May 16, 2023	
Period	1600 - 1800
Peak Hour	1700 - 1800

* the Peak Hour Diagram does not include Bikes

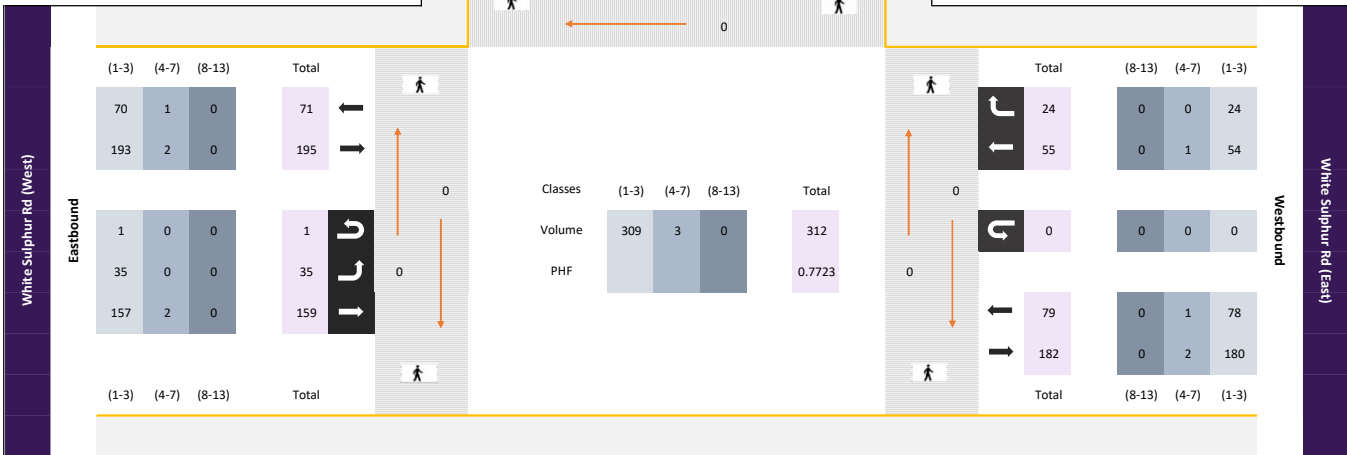


Session Parameters

(Drop Down Menu)

Peak Hour

Volume



White Sulphur Rd (West)

White Sulphur Rd (East)

All vehicles

Time					Southbound					Eastbound					Westbound					Int Total
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)				White Sulphur Rd (East)							
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6	Thru 2.7	Right 2.8	U-Turn 2.9						
1700 - 1715	-	-	-	-	8	1	0	9	8	38	1	47	12	4	0					
1715 - 1730	-	-	-	-	6	6	0	12	12	35	0	47	14	9	0					
1730 - 1745	-	-	-	-	4	7	0	11	7	60	0	67	17	6	0					
1745 - 1800	-	-	-	-	5	1	0	6	8	26	0	34	12	5	0					
Total	0	0	0	0	23	15	0	38	35	159	1	195	0	55	24					
Approach %	0.00	0.00	0.00	0.00	60.53	0.00	39.47	0.00	17.95	81.54	0.00	0.51	0.00	69.62	30.38					
PHF	0.00	0.00	0.00	0.00	0.72	0.00	0.54	0.00	0.73	0.66	0.00	0.25	0.00	0.81	0.67					

Passenger Vehicles (1-3)

Time					Southbound					Eastbound					Westbound					Int Total
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)				White Sulphur Rd (East)							
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6	Thru 2.7	Right 2.8	U-Turn 2.9						
1700 - 1715	-	-	-	-	8	1	0	9	8	38	1	47	11	4	0					
1715 - 1730	-	-	-	-	6	6	0	12	12	33	0	45	14	9	0					
1730 - 1745	-	-	-	-	4	7	0	11	7	60	0	67	17	6	0					
1745 - 1800	-	-	-	-	5	1	0	6	8	26	0	34	12	5	0					
Total	0	0	0	0	23	15	0	38	35	157	1	193	0	54	24					
Approach %	0.00	0.00	0.00	0.00	60.53	0.00	39.47	0.00	18.13	81.35	0.00	0.52	0.00	69.23	30.77					
PHF	0.00	0.00	0.00	0.00	0.72	0.00	0.54	0.00	0.73	0.65	0.00	0.25	0.00	0.79	0.67					

Single Unit Trucks (4-7)

Time					Southbound					Eastbound					Westbound					Int Total
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)				White Sulphur Rd (East)							
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6	Thru 2.7	Right 2.8	U-Turn 2.9						
1700 - 1715	-	-	-	-	0	0	0	0	0	0	0	0	0	0	0					
1715 - 1730	-	-	-	-	0	0	0	0	0	2	0	2	0	0	0					
1730 - 1745	-	-	-	-	0	0	0	0	0	0	0	0	0	0	0					
1745 - 1800	-	-	-	-	0	0	0	0	0	0	0	0	0	0	0					
Total	0	0	0	0	0	0	0	0	0	2	0	2	0	1	0					
Approach %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	100.00	0.00					
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.00	0.25	0.00					

Combination Trucks (8-13)

Time					Southbound					Eastbound					Westbound					Int Total
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)				White Sulphur Rd (East)							
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6	Thru 2.7	Right 2.8	U-Turn 2.9						
1700 - 1715	-	-	-	-	0	0	0	0	0	0	0	0	0	0	0					
1715 - 1730	-	-	-	-	0	0	0	0	0	0	0	0	0	0	0					
1730 - 1745	-	-	-	-	0	0	0	0	0	0	0	0	0	0	0					
1745 - 1800	-	-	-	-	0	0	0	0	0	0	0	0	0	0	0					
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
Approach %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					

Bikes

Time					Southbound					Eastbound					Westbound					Int Total
	App Total				Cagle Rd			App Total	White Sulphur Rd (West)				White Sulphur Rd (East)							
					Left 2.1	Right 2.2	U-Turn 2.3		Left 2.4	Thru 2.5	U-Turn 2.6	Thru 2.7	Right 2.8	U-Turn 2.9						
1700 - 1715	-	-	-	-	0	0	0	0	0	0	0	0	0	0	0					
1715 - 1730	-	-	-	-	0	0	0	0	0	0	0	0	0	0	0					
1730 - 1745	-	-	-	-	0	0	0	0	0	0	0	0	0	0	0					
1745 - 1800	-	-	-	-	0	0	0	0	0	0	0	0	0	0	0					
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
Approach %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					

Classified Turn Movement Count || All vehicles



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Hall County, GA

Site 2 of 2

Date

Tuesday, May 16, 2023

Weather

Mostly Cloudy
73°F

Cagle Rd
White Sulphur Rd (West)
White Sulphur Rd (East)

Lat/Long

34.356554°, -83.765869°

0700 - 0900 (Weekday 2h Session) (05-16-2023)

All vehicles

TIME	Southbound				Eastbound				Westbound				Int Total
	Cagle Rd				White Sulphur Rd (West)				White Sulphur Rd (East)				
	Left 2.1	Right 2.2	U-Turn 2.3	App Total	Left 2.4	Thru 2.5	U-Turn 2.6	App Total	Thru 2.7	Right 2.8	U-Turn 2.9	App Total	
0700 - 0715	12	8	0	20	1	11	0	12	0	3	0	11	43
0715 - 0730	15	8	0	23	2	4	0	6	16	3	0	19	48
0730 - 0745	6	10	0	16	4	6	0	10	13	3	0	16	42
0745 - 0800	8	4	0	12	4	16	0	20	22	4	0	26	58
Hourly Total	41	30	0	71	11	37	0	48	59	13	0	72	191
0800 - 0815	7	11	0	18	6	11	0	17	59	5	0	64	99
0815 - 0830	6	10	0	16	2	9	0	11	60	4	0	64	91
0830 - 0845	5	6	0	11	3	8	0	11	25	6	0	31	53
0845 - 0900	9	3	0	12	5	10	0	15	13	8	0	21	48
Hourly Total	27	30	0	57	16	38	0	54	157	23	0	180	291
Grand Total	68	60	0	128	27	75	0	102	216	36	0	252	482
Approach %	53.13	46.88	0.00	-	26.47	73.53	0.00	-	85.71	14.29	0.00	-	
Intersection %	14.11	12.45	0.00	26.56	5.60	15.56	0.00	21.16	44.81	7.47	0.00	52.28	
PHF	0.81	0.70	0.00	0.79	0.63	0.69	0.00	0.74	0.69	0.79	0.00	0.72	0.76

1600 - 1800 (Weekday 2h Session) (05-16-2023)

All vehicles

TIME	Southbound				Eastbound				Westbound				Int Total
	Cagle Rd				White Sulphur Rd (West)				White Sulphur Rd (East)				
	Left 2.1	Right 2.2	U-Turn 2.3	App Total	Left 2.4	Thru 2.5	U-Turn 2.6	App Total	Thru 2.7	Right 2.8	U-Turn 2.9	App Total	
1600 - 1615	9	6	0	15	8	23	0	31	17	13	0	30	76
1615 - 1630	5	4	0	9	6	13	0	19	9	14	0	23	51
1630 - 1645	4	6	0	10	6	19	0	25	10	4	0	14	49
1645 - 1700	4	1	0	5	13	21	0	34	6	11	0	17	56
Hourly Total	22	17	0	39	33	76	0	109	42	42	0	84	232
1700 - 1715	8	1	0	9	8	38	1	47	12	4	0	16	72
1715 - 1730	6	6	0	12	12	35	0	47	14	9	0	23	82
1730 - 1745	4	7	0	11	7	60	0	67	17	6	0	23	101
1745 - 1800	5	1	0	6	8	26	0	34	12	5	0	17	57
Hourly Total	23	15	0	38	35	159	1	195	55	24	0	79	312
Grand Total	45	32	0	77	68	235	1	304	97	66	0	163	544
Approach %	58.44	41.56	0.00	-	22.37	77.30	0.33	-	59.51	40.49	0.00	-	
Intersection %	8.27	5.88	0.00	14.15	12.50	43.20	0.18	55.88	17.83	12.13	0.00	29.96	
PHF	0.72	0.54	0.00	0.79	0.73	0.66	0.25	0.73	0.81	0.67	0.00	0.86	0.77



[Click here for Map](#)

Peak Hour Turning Movement Count

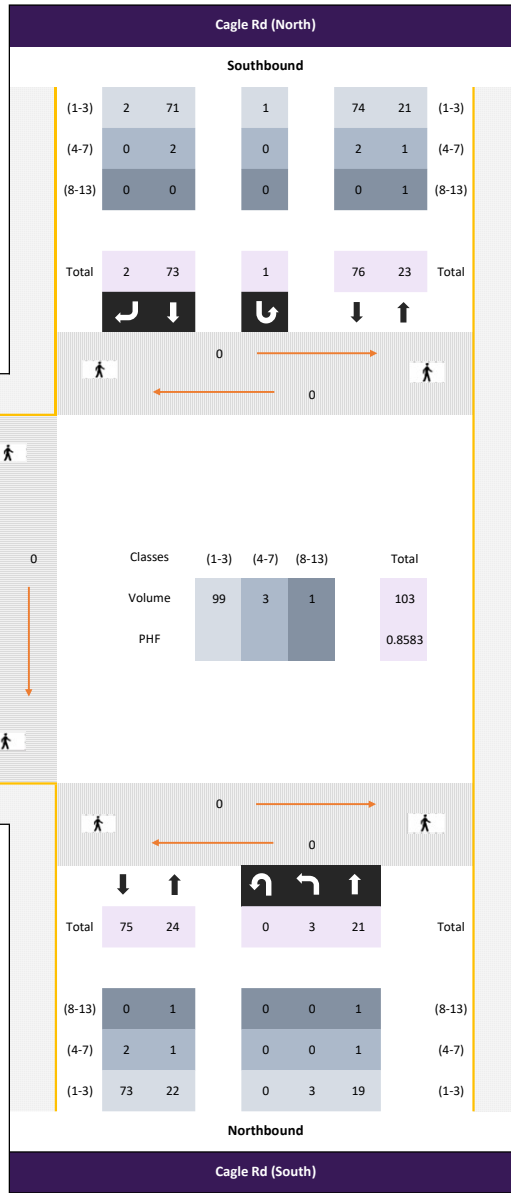
Hall County, GA



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Tuesday, May 16, 2023	
Period	0700 - 0900
Peak Hour	0700 - 0800

* the Peak Hour Diagram does not include Bikes



Session Parameters

(Drop Down Menu)

Peak Hour

Volume



[Click here for Map](#)

Peak Hour Turning Movement Count

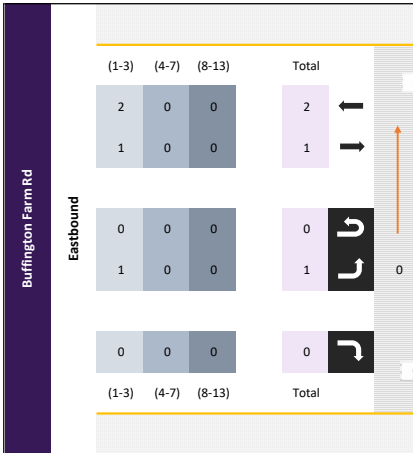
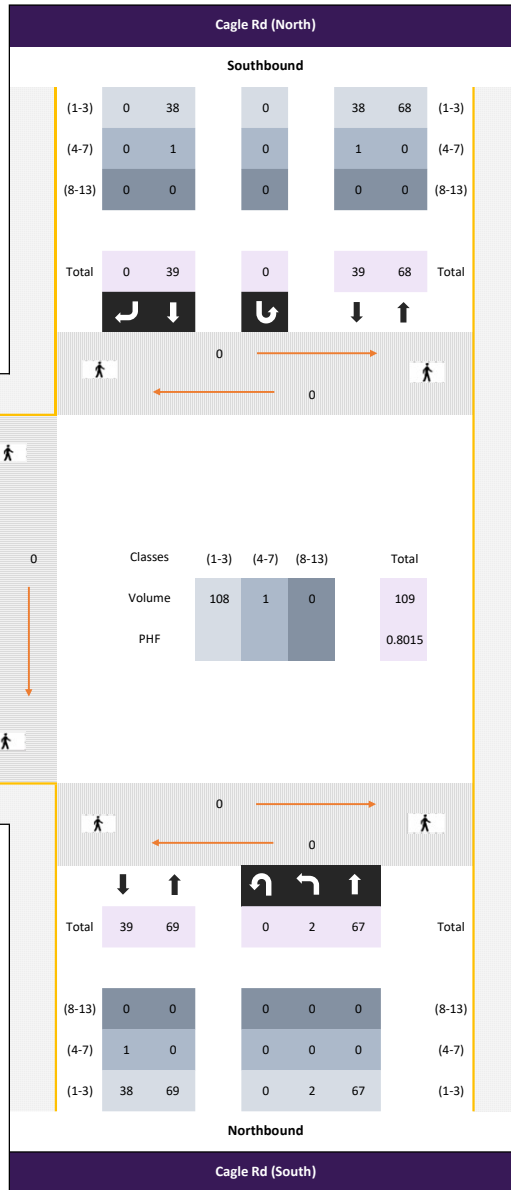
Hall County, GA



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Tuesday, May 16, 2023	
Period	1600 - 1800
Peak Hour	1600 - 1700

* the Peak Hour Diagram does not include Bikes



Classified Turn Movement Count || All vehicles



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Hall County, GA

Site 1 of 2

Cagle Rd (South)
Cagle Rd (North)
Buffington Farm Rd

Date

Tuesday, May 16, 2023

Weather

Mostly Cloudy
73°F

Lat/Long

34.358128°, -83.764044°

0700 - 0900 (Weekday 2h Session) (05-16-2023)

All vehicles

TIME	Northbound Cagle Rd (South)				Southbound Cagle Rd (North)				Eastbound Buffington Farm Rd				Int Total
	Left 1.1	Thru 1.2	U-Turn 1.3	App Total	Thru 1.4	Right 1.5	U-Turn 1.6	App Total	Left 1.7	Right 1.8	U-Turn 1.9	App Total	
	0700 - 0715	0	3	0	3	23	1	0	24	0	0	0	
0715 - 0730	0	6	0	6	19	1	0	20	0	1	0	1	27
0730 - 0745	2	6	0	8	19	0	1	20	1	1	0	2	30
0745 - 0800	1	6	0	7	12	0	0	12	0	0	0	0	19
Hourly Total	3	21	0	24	73	2	1	76	1	2	0	3	103
0800 - 0815	1	9	0	10	14	1	0	15	0	2	0	2	27
0815 - 0830	0	7	0	7	15	0	0	15	0	1	0	1	23
0830 - 0845	0	10	0	10	11	0	0	11	0	0	0	0	21
0845 - 0900	2	10	1	13	11	0	0	11	0	0	0	0	24
Hourly Total	3	36	1	40	51	1	0	52	0	3	0	3	95
Grand Total	6	57	1	64	124	3	1	128	1	5	0	6	198
Approach %	9.38	89.06	1.56	-	96.88	2.34	0.78	-	16.67	83.33	0.00	-	
Intersection %	3.03	28.79	0.51	32.32	62.63	1.52	0.51	64.65	0.51	2.53	0.00	3.03	
PHF	0.38	0.88	0.00	0.75	0.79	0.50	0.25	0.79	0.25	0.50	0.00	0.38	0.86

1600 - 1800 (Weekday 2h Session) (05-16-2023)

All vehicles

TIME	Northbound Cagle Rd (South)				Southbound Cagle Rd (North)				Eastbound Buffington Farm Rd				Int Total
	Left 1.1	Thru 1.2	U-Turn 1.3	App Total	Thru 1.4	Right 1.5	U-Turn 1.6	App Total	Left 1.7	Right 1.8	U-Turn 1.9	App Total	
	1600 - 1615	1	18	0	19	15	0	0	15	0	0	0	
1615 - 1630	1	19	0	20	10	0	0	10	0	0	0	0	30
1630 - 1645	0	12	0	12	9	0	0	9	1	0	0	1	22
1645 - 1700	0	18	0	18	5	0	0	5	0	0	0	0	23
Hourly Total	2	67	0	69	39	0	0	39	1	0	0	1	109
1700 - 1715	0	15	0	15	7	0	0	7	0	1	0	1	23
1715 - 1730	0	18	0	18	11	0	0	11	0	0	0	0	29
1730 - 1745	1	16	0	17	10	0	0	10	0	0	0	0	27
1745 - 1800	0	12	0	12	6	0	0	6	1	0	0	1	19
Hourly Total	1	61	0	62	34	0	0	34	1	1	0	2	98
Grand Total	3	128	0	131	73	0	0	73	2	1	0	3	207
Approach %	2.29	97.71	0.00	-	100.00	0.00	0.00	-	66.67	33.33	0.00	-	
Intersection %	1.45	61.84	0.00	63.29	35.27	0.00	0.00	35.27	0.97	0.48	0.00	1.45	
PHF	0.50	0.88	0.00	0.86	0.65	0.00	0.00	0.65	0.25	0.00	0.00	0.25	0.80

Bi-Directional Class Count || Volume Summary 60min

Hall County, GA



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Site 3

Cagle Rd (South),
south of Buffington Farm Rd

Date

Tuesday, May 16, 2023

Weather

Mostly Cloudy
73°F

Lat/Long

34.357690°, -83.764453°

0000 - 2400 (24h Session) (05-16-2023)

Volume Summary 60min

Volume Summary 60min			
TIME	NB	SB	Total
0000 - 0100	7	3	10
0100 - 0200	6	3	9
0200 - 0300	2	5	7
0300 - 0400	3	2	5
0400 - 0500	5	13	18
0500 - 0600	2	20	22
0600 - 0700	13	58	71
0700 - 0800	24	75	99
0800 - 0900	40	55	95
0900 - 1000	30	36	66
1000 - 1100	36	36	72
1100 - 1200	38	43	81

Volume Summary 60min			
Time	NB	SB	Total
1200 - 1300	42	40	82
1300 - 1400	39	44	83
1400 - 1500	47	40	87
1500 - 1600	58	58	116
1600 - 1700	69	39	108
1700 - 1800	62	35	97
1800 - 1900	64	45	109
1900 - 2000	43	31	74
2000 - 2100	36	18	54
2100 - 2200	33	13	46
2200 - 2300	20	17	37
2300 - 2400	8	3	11

Session Total	727	732	1459
Session Average	30.29	30.50	60.79
Session Percentage	49.83	50.17	

Bi-Directional Class Count || Volume Summary 60min

Hall County, GA



Site 4
 Buffington Farm Rd,
 west of Cagle Rd (North)

Date
 Tuesday, May 16, 2023

Weather
 Mostly Cloudy
 73°F

Lat/Long
 34.358532°, -83.764626°

0000 - 2400 (24h Session) (05-16-2023)
 Volume Summary 60min

Volume Summary 60min			
TIME	EB	WB	Total
0000 - 0100	1	1	2
0100 - 0200	1	2	3
0200 - 0300	1	0	1
0300 - 0400	1	0	1
0400 - 0500	2	2	4
0500 - 0600	3	1	4
0600 - 0700	1	1	2
0700 - 0800	3	5	8
0800 - 0900	3	4	7
0900 - 1000	1	2	3
1000 - 1100	1	1	2
1100 - 1200	2	2	4

Volume Summary 60min			
Time	EB	WB	Total
1200 - 1300	1	0	1
1300 - 1400	4	5	9
1400 - 1500	2	3	5
1500 - 1600	6	3	9
1600 - 1700	1	2	3
1700 - 1800	2	1	3
1800 - 1900	1	1	2
1900 - 2000	0	0	0
2000 - 2100	1	2	3
2100 - 2200	3	3	6
2200 - 2300	2	2	4
2300 - 2400	1	1	2

Session Total	44	44	88
Session Average	1.83	1.83	3.67
Session Percentage	50.00	50.00	

Appendix D


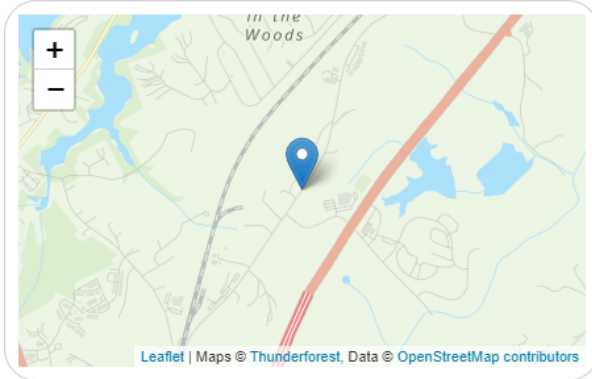
GDOT Traffic Data

Location Map of GDOT Count Stations



0000139_0536 - 139-0536
Description: CS 129807/White Sulphur Rd N of SR369
City: Gainesville **County:** Hall
Route number: 00129807
LRS section: 1393129807
Functional class: 4U - Minor Arterial (Urban)
Coordinates: 34.33343966, -83.78557946

Site Data


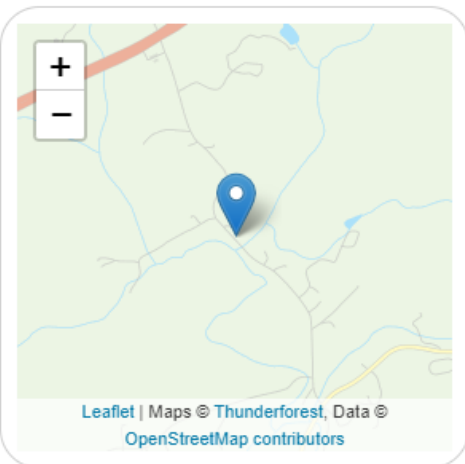



Count History

Year	Month	Count type	Duration	Count
2018	May	Volume	48 hours	4277
2015	June	Volume	48 hours	4405
2011	September	Volume	48 hours	3592

0000139_0538 - 139-0538
Description: SRX 041900
County: Hall
Route number: 00129800
LRS section: 1392129800
Functional class: 5R - Major Collector (Rural)
Coordinates: 34.34074679, -83.75488429

Site Data

Count History

Year	Month	Count type	Duration	Count
2018	July	Class	48 hours	810
2014	April	Volume	48 hours	895
2010	January	Volume	48 hours	836

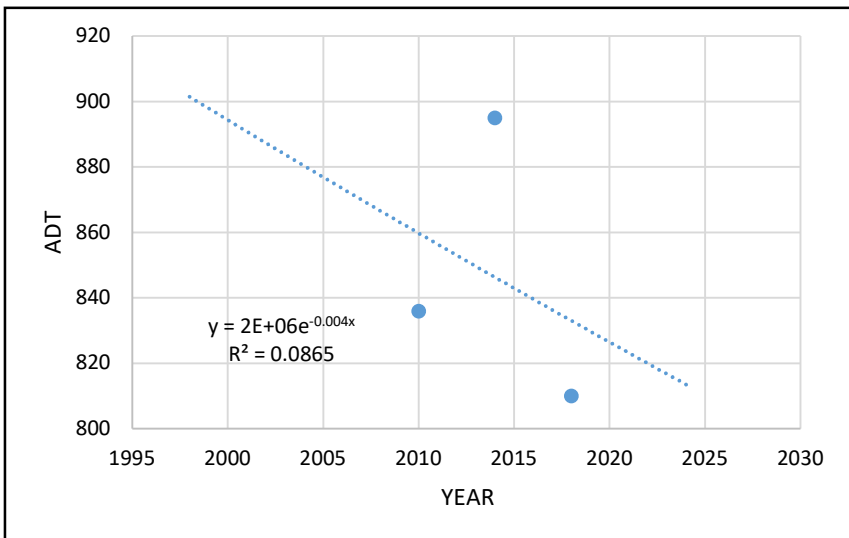
Count Station: GDOT #139-0538
 Street: White Sulphur Road
 Location: east of Harrington Road
 Source: GDOT

YEAR	ADT	TREND
1998		900
1999		900
2000		900
2001		900
2002		900
2003		900
2004		900
2005		900
2006		900
2007		900
2008		900
2009		900
2010	836	900
2011		900
2012		900
2013		800
2014	895	800
2015		800
2016		800
2017		800
2018	810	800
2019		800
2020		800
2021		800
2022		800
2023		800
2024		800

8-Years of Count Data

Trend Annual Historic Compound Growth Rate

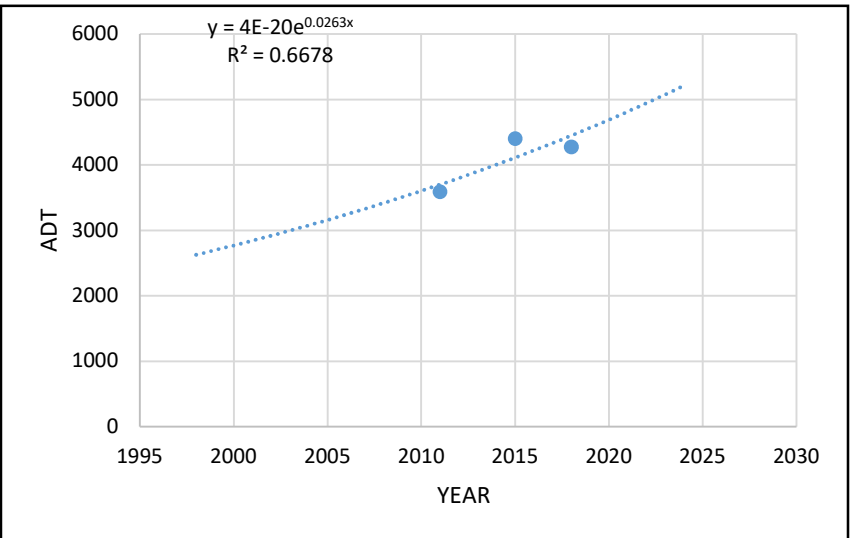
0.00%



Count Station: GDOT #0139-0536
 Street: White Sulphur Road
 Location: between Ramsey Circle
 Source: GDOT

YEAR	ADT	TREND
1998		2600
1999		2700
2000		2800
2001		2800
2002		2900
2003		3000
2004		3100
2005		3200
2006		3200
2007		3300
2008		3400
2009		3500
2010		3600
2011	3592	3700
2012		3800
2013		3900
2014		4000
2015	4405	4100
2016		4200
2017		4300
2018	4277	4400
2019		4600
2020		4700
2021		4800
2022		4900
2023		5100
2024		5200

7-Years of Count Data
Trend Annual Historic Compound Growth Rate
 3.72%



Appendix E

Intersection Volume Development

Traffic Impact Study
 Buffington Farm Road Tract
 Intersection Traffic Volumes

Intersection: #1 - Buffington Farm Rd at Cagle Rd

A.M. PEAK HOUR

Condition	Cagle Rd (South) Northbound			Cagle Rd (North) Southbound			Buffington Farm Rd Eastbound			N/A Westbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2023)	3	21	0	0	73	2	1	0	2			
Annual Growth Rate	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
No-Build Condition (2025)	3	22	0	0	75	2	1	0	2	0	0	0
Project Trips:												
Trip Distribution IN	90%					10%						
Trip Distribution OUT							10%		90%			
Residential Trips	55	0	0	0	0	6	18	0	165	0	0	0
Total Project Trips	55	0	0	0	0	6	18	0	165	0	0	0
Buildout Total (2025)	58	22	0	0	75	8	19	0	167	0	0	0

P.M. PEAK HOUR

Condition	Cagle Rd (South) Northbound			Cagle Rd (North) Southbound			Buffington Farm Rd Eastbound			N/A Westbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2023)	2	67	0	0	39	0	1	0	0			
Annual Growth Rate	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
No-Build Condition (2025)	2	69	0	0	40	0	1	0	0	0	0	0
Project Trips:												
Trip Distribution IN	90%					10%						
Trip Distribution OUT							10%		90%			
Residential Trips	185	0	0	0	0	20	12	0	109	0	0	0
Total Project Trips	185	0	0	0	0	20	12	0	109	0	0	0
Buildout Total (2025)	187	69	0	0	40	20	13	0	109	0	0	0

Traffic Impact Study
 Buffington Farm Road Tract
 Intersection Traffic Volumes

Intersection: #3 - Buffington Farm Road at Driveway #3 (Phase 3)

A.M. PEAK HOUR

Condition	N/A Northbound			Driveway #3 Southbound			Buffington Farm Rd Westbound			Buffington Farm Rd Eastbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2023)								5			3	
Annual Growth Rate	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
No-Build Condition (2025)	0	0	0	0	0	0	0	5	0	0	3	0
Project Trips:												
Trip Distribution IN								64%	36%			
Trip Distribution OUT						36%					64%	
Residential Trips	0	0	0	0	0	66	0	39	22	0	117	0
Total Project Trips	0	0	0	0	0	66	0	39	22	0	117	0
Buildout Total (2025)	0	0	0	0	0	66	0	44	22	0	120	0

P.M. PEAK HOUR

Condition	N/A Northbound			Driveway #3 Southbound			Buffington Farm Rd Westbound			Buffington Farm Rd Eastbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2023)								2			1	
Annual Growth Rate	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
No-Build Condition (2025)	0	0	0	0	0	0	0	2	0	0	1	0
Project Trips:												
Trip Distribution IN								64%	36%			
Trip Distribution OUT						36%					64%	
Residential Trips	0	0	0	0	0	20	0	131	74	0	77	0
Total Project Trips	0	0	0	0	0	20	0	131	74	0	77	0
Buildout Total (2025)	0	0	0	0	0	20	0	133	74	0	78	0

Traffic Impact Study
 Buffington Farm Road Tract
 Intersection Traffic Volumes

Intersection: #4 - Buffington Farm Road at Driveway #1 (Phase 1)

A.M. PEAK HOUR

Condition	Driveway #1 Northbound			N/A Southbound			Buffington Farm Rd Westbound			Buffington Farm Rd Eastbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2023)								5			3	
Annual Growth Rate	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
No-Build Condition (2025)	0	0	0	0	0	0	0	5	0	0	3	0
Project Trips:												
Trip Distribution IN							27%	37%				
Trip Distribution OUT						27%					37%	
Residential Trips	0	0	0	0	0	49	16	23	0	0	68	0
Total Project Trips	0	0	0	0	0	49	16	23	0	0	68	0
Buildout Total (2025)	0	0	0	0	0	49	16	28	0	0	71	0

P.M. PEAK HOUR

Condition	Driveway #1 Northbound			N/A Southbound			Buffington Farm Rd Westbound			Buffington Farm Rd Eastbound		
	L	T	R	L	T	R	L	T	R	L	T	R
Existing Volumes (2023)								2			1	
Annual Growth Rate	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
No-Build Condition (2025)	0	0	0	0	0	0	0	2	0	0	1	0
Project Trips:												
Trip Distribution IN							27%	37%				
Trip Distribution OUT						27%					37%	
Residential Trips	0	0	0	0	0	20	55	76	0	0	45	0
Total Project Trips	0	0	0	0	0	20	55	76	0	0	45	0
Buildout Total (2025)	0	0	0	0	0	20	55	78	0	0	46	0

Appendix F

Capacity Analysis Reports

Existing Conditions – Year 2022

Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	1	2	3	21	73	2
Future Vol, veh/h	1	2	3	21	73	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	2	4	25	86	2

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	120	87	88	0	0
Stage 1	87	-	-	-	-
Stage 2	33	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	876	971	1508	-	-
Stage 1	936	-	-	-	-
Stage 2	989	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	873	971	1508	-	-
Mov Cap-2 Maneuver	873	-	-	-	-
Stage 1	933	-	-	-	-
Stage 2	989	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.9	0.9	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1508	-	936	-	-
HCM Lane V/C Ratio	0.002	-	0.004	-	-
HCM Control Delay (s)	7.4	0	8.9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection						
Int Delay, s/veh	2.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↖	↗		↖	↗
Traffic Vol, veh/h	15	44	166	19	26	31
Future Vol, veh/h	15	44	166	19	26	31
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	58	218	25	34	41

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	243	0	0	329	231
Stage 1	-	-	-	231	-
Stage 2	-	-	-	98	-
Critical Hdwy	4.12	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	3.518	3.318
Pot Cap-1 Maneuver	1323	-	-	665	808
Stage 1	-	-	-	807	-
Stage 2	-	-	-	926	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1323	-	-	654	808
Mov Cap-2 Maneuver	-	-	-	654	-
Stage 1	-	-	-	794	-
Stage 2	-	-	-	926	-

Approach	EB	WB	SB
HCM Control Delay, s	2	0	10.5
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1323	-	-	-	730
HCM Lane V/C Ratio	0.015	-	-	-	0.103
HCM Control Delay (s)	7.8	0	-	-	10.5
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.3

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		
Traffic Vol, veh/h	1	0	2	67	39	0
Future Vol, veh/h	1	0	2	67	39	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	0	3	84	49	0

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	139	49	49	0	0
Stage 1	49	-	-	-	-
Stage 2	90	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	854	1020	1558	-	-
Stage 1	973	-	-	-	-
Stage 2	934	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	852	1020	1558	-	-
Mov Cap-2 Maneuver	852	-	-	-	-
Stage 1	971	-	-	-	-
Stage 2	934	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.2	0.2	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1558	-	852	-	-
HCM Lane V/C Ratio	0.002	-	0.001	-	-
HCM Control Delay (s)	7.3	0	9.2	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection						
Int Delay, s/veh	2.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	36	159	55	24	23	15
Future Vol, veh/h	36	159	55	24	23	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	77	77	77	77	77	77
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	47	206	71	31	30	19

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	102	0	-	0	387 87
Stage 1	-	-	-	-	87 -
Stage 2	-	-	-	-	300 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	1490	-	-	-	616 971
Stage 1	-	-	-	-	936 -
Stage 2	-	-	-	-	752 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1490	-	-	-	594 971
Mov Cap-2 Maneuver	-	-	-	-	594 -
Stage 1	-	-	-	-	902 -
Stage 2	-	-	-	-	752 -

Approach	EB	WB	SB
HCM Control Delay, s	1.4	0	10.5
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1490	-	-	-	702
HCM Lane V/C Ratio	0.031	-	-	-	0.07
HCM Control Delay (s)	7.5	0	-	-	10.5
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0.1	-	-	-	0.2

Future No-Build Conditions – Year 2025

Intersection						
Int Delay, s/veh	0.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		
Traffic Vol, veh/h	1	2	3	22	75	2
Future Vol, veh/h	1	2	3	22	75	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	2	4	26	88	2

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	123	89	90	0	0
Stage 1	89	-	-	-	-
Stage 2	34	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	872	969	1505	-	-
Stage 1	934	-	-	-	-
Stage 2	988	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	869	969	1505	-	-
Mov Cap-2 Maneuver	869	-	-	-	-
Stage 1	931	-	-	-	-
Stage 2	988	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.9	0.9	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1505	-	933	-	-
HCM Lane V/C Ratio	0.002	-	0.004	-	-
HCM Control Delay (s)	7.4	0	8.9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		
Traffic Vol, veh/h	1	0	2	69	40	0
Future Vol, veh/h	1	0	2	69	40	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	0	3	86	50	0

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	142	50	50	0	0
Stage 1	50	-	-	-	-
Stage 2	92	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	851	1018	1557	-	-
Stage 1	972	-	-	-	-
Stage 2	932	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	849	1018	1557	-	-
Mov Cap-2 Maneuver	849	-	-	-	-
Stage 1	970	-	-	-	-
Stage 2	932	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.2	0.2	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1557	-	849	-	-
HCM Lane V/C Ratio	0.002	-	0.001	-	-
HCM Control Delay (s)	7.3	0	9.2	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Future Build Conditions – Year 2025

Intersection						
Int Delay, s/veh	6.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T		T		T	
Traffic Vol, veh/h	19	167	58	22	75	8
Future Vol, veh/h	19	167	58	22	75	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	22	196	68	26	88	9

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	255	93	97	0	0
Stage 1	93	-	-	-	-
Stage 2	162	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	734	964	1496	-	-
Stage 1	931	-	-	-	-
Stage 2	867	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	700	964	1496	-	-
Mov Cap-2 Maneuver	700	-	-	-	-
Stage 1	888	-	-	-	-
Stage 2	867	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.1	5.5	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1496	-	928	-	-
HCM Lane V/C Ratio	0.046	-	0.236	-	-
HCM Control Delay (s)	7.5	0	10.1	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

HCM 6th TWSC
3: Buffington Farm Rd & Driveway #3

Build 2025
AM Peak Hour

Intersection						
Int Delay, s/veh	2.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑		↑	
Traffic Vol, veh/h	0	120	44	22	66	0
Future Vol, veh/h	0	120	44	22	66	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	130	48	24	72	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	-	0	-	0	190 60
Stage 1	-	-	-	-	60 -
Stage 2	-	-	-	-	130 -
Critical Hdwy	-	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	0	-	-	-	799 1005
Stage 1	0	-	-	-	963 -
Stage 2	0	-	-	-	896 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	799 1005
Mov Cap-2 Maneuver	-	-	-	-	799 -
Stage 1	-	-	-	-	963 -
Stage 2	-	-	-	-	896 -

Approach	EB	WB	SB
HCM Control Delay, s	0	0	10
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	799
HCM Lane V/C Ratio	-	-	-	0.09
HCM Control Delay (s)	-	-	-	10
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0.3

HCM 6th TWSC
4: Driveway #1 & Buffington Farm Rd

Build 2025
AM Peak Hour

Intersection						
Int Delay, s/veh	3.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↑	↑	
Traffic Vol, veh/h	71	0	16	23	0	49
Future Vol, veh/h	71	0	16	23	0	49
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	77	0	17	25	0	53

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	-	77	0	136 77
Stage 1	-	-	-	-	77 -
Stage 2	-	-	-	-	59 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	0	1522	-	857 984
Stage 1	-	0	-	-	946 -
Stage 2	-	0	-	-	964 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1522	-	848 984
Mov Cap-2 Maneuver	-	-	-	-	848 -
Stage 1	-	-	-	-	946 -
Stage 2	-	-	-	-	953 -

Approach	EB	WB	NB
HCM Control Delay, s	0	3	8.9
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	WBL	WBT
Capacity (veh/h)	984	-	1522	-
HCM Lane V/C Ratio	0.054	-	0.011	-
HCM Control Delay (s)	8.9	-	7.4	0
HCM Lane LOS	A	-	A	A
HCM 95th %tile Q(veh)	0.2	-	0	-

Intersection						
Int Delay, s/veh	6.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T		T		T	
Traffic Vol, veh/h	13	109	187	69	40	20
Future Vol, veh/h	13	109	187	69	40	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	80	80	80	80	80	80
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	16	136	234	86	50	25

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	617	63	75	0	0
Stage 1	63	-	-	-	-
Stage 2	554	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	453	1002	1524	-	-
Stage 1	960	-	-	-	-
Stage 2	575	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	380	1002	1524	-	-
Mov Cap-2 Maneuver	380	-	-	-	-
Stage 1	805	-	-	-	-
Stage 2	575	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.1	5.7	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1524	-	853	-	-
HCM Lane V/C Ratio	0.153	-	0.179	-	-
HCM Control Delay (s)	7.8	0	10.1	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.5	-	0.6	-	-

HCM 6th TWSC
3: Buffington Farm Rd & Driveway #3

Build 2025
PM Peak Hour

Intersection						
Int Delay, s/veh	1.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑		↑	
Traffic Vol, veh/h	0	78	133	74	44	0
Future Vol, veh/h	0	78	133	74	44	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	85	145	80	48	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	-	0	-	0	270 185
Stage 1	-	-	-	-	185 -
Stage 2	-	-	-	-	85 -
Critical Hdwy	-	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	0	-	-	-	719 857
Stage 1	0	-	-	-	847 -
Stage 2	0	-	-	-	938 -
Platoon blocked, %	-	-	-	-	
Mov Cap-1 Maneuver	-	-	-	-	719 857
Mov Cap-2 Maneuver	-	-	-	-	719 -
Stage 1	-	-	-	-	847 -
Stage 2	-	-	-	-	938 -

Approach	EB	WB	SB
HCM Control Delay, s	0	0	10.4
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	719
HCM Lane V/C Ratio	-	-	-	0.067
HCM Control Delay (s)	-	-	-	10.4
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0.2

HCM 6th TWSC
4: Driveway #1 & Buffington Farm Rd

Build 2025
PM Peak Hour

Intersection						
Int Delay, s/veh	3.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↑	↑	
Traffic Vol, veh/h	46	0	55	76	0	33
Future Vol, veh/h	46	0	55	76	0	33
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	50	0	60	83	0	36

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	-	50	0	253 50
Stage 1	-	-	-	-	50 -
Stage 2	-	-	-	-	203 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	0	1557	-	736 1018
Stage 1	-	0	-	-	972 -
Stage 2	-	0	-	-	831 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1557	-	707 1018
Mov Cap-2 Maneuver	-	-	-	-	707 -
Stage 1	-	-	-	-	972 -
Stage 2	-	-	-	-	798 -

Approach	EB	WB	NB
HCM Control Delay, s	0	3.1	8.7
HCM LOS			A

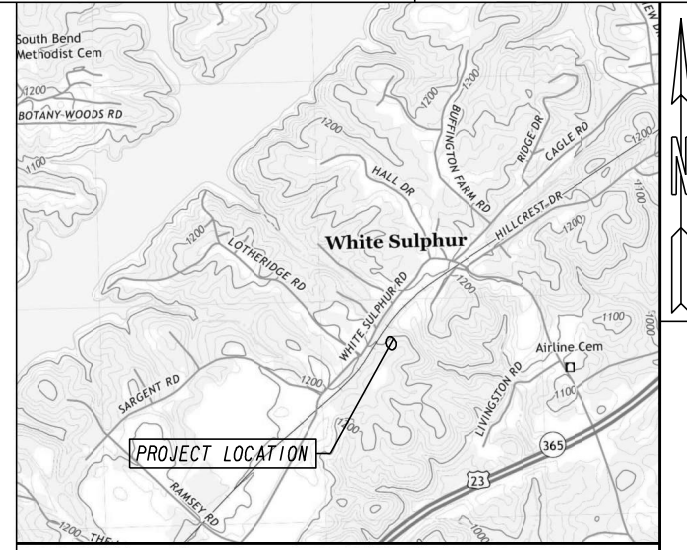
Minor Lane/Major Mvmt	NBLn1	EBT	WBL	WBT
Capacity (veh/h)	1018	-	1557	-
HCM Lane V/C Ratio	0.035	-	0.038	-
HCM Control Delay (s)	8.7	-	7.4	0
HCM Lane LOS	A	-	A	A
HCM 95th %tile Q(veh)	0.1	-	0.1	-

Appendix G
Hall County
Roadway Project

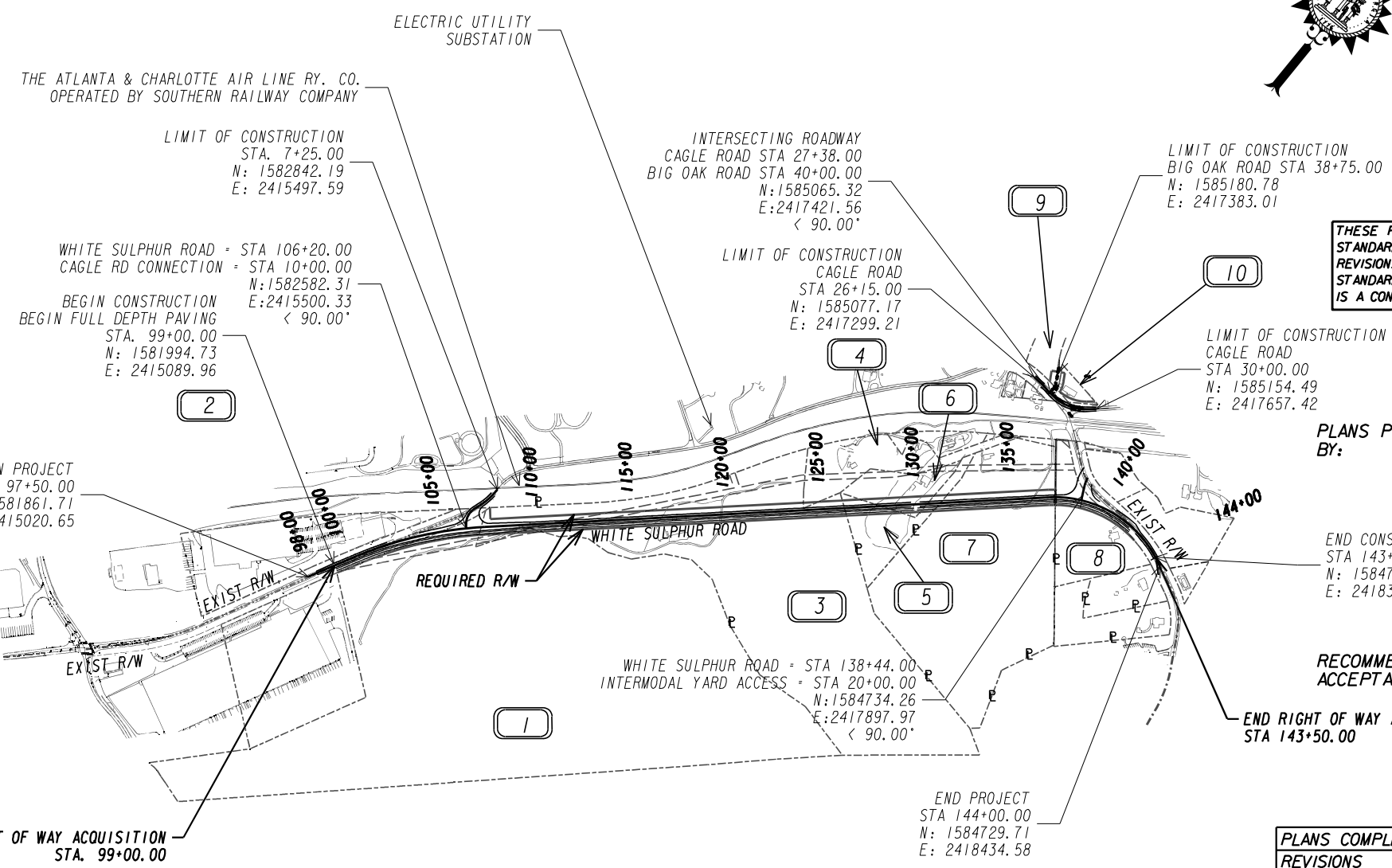
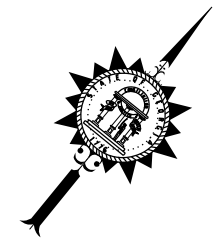
DEPARTMENT OF PUBLIC WORKS HALL COUNTY

PLAN AND PROFILE OF PROPOSED WHITE SULPHUR ROAD REALIGNMENT

P.J. NO. 1162100



LOCATION SKETCH (N.T.S.)



THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE HALL COUNTY CONSTRUCTION STANDARDS AND DETAILS BOOK OR GDOT STANDARDS AND ATTACHED APPLICABLE REVISIONS. ANY REVISIONS CONTAINED WITHIN THIS PLAN SET SUPERSEDE THE HALL COUNTY CONSTRUCTION STANDARDS AND DETAILS BOOK OR GDOT STANDARDS WHICH THEY REVISE OR IN WHICH THERE IS A CONFLICT.

VOLKERT

1720 PEACHTREE STREET
SUITE 405
ATLANTA, GA 30309
TEL: (404)-239-2138

PLANS PREPARED BY:

DESIGN

RECOMMENDED FOR ACCEPTANCE BY:

HALL COUNTY

DESIGN ENGINEER

LOCATION & DESIGN APPROVAL DATE:

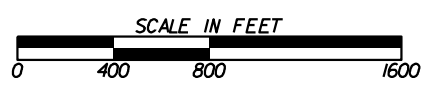
FUNCTIONAL CLASS:
LOCAL ROAD

THIS PROJECT IS 100% IN HALL COUNTY AND IS 100% IN CONG. DIST. NO. 9.

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983/94 WEST ZONE), AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF PUBLIC WORKS IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

LENGTH OF PROJECT	COUNTY No. 139
	Project No. 1162100
	MILES
NET LENGTH OF ROADWAY	0.843
NET LENGTH OF BRIDGES	0
NET LENGTH OF PROJECT	0.843
NET LENGTH OF EXCEPTIONS	0
GROSS LENGTH OF PROJECT	0.843



PLANS COMPLETED 01-27-2023	
REVISIONS	

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.

APPLICANT:

ARABELLA CAPITAL

REQUEST:

REZONE FROM AR-III & V-C TO PRD FOR A 121-LOT SUBDIVISION.

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: JULY 17, 2023

Time: 5:15 p.m.

COUNTY COMMISSION

Date: AUGUST 10, 2023

Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL (770) 531-6809

Jun 9, 2023 11:45:08
3208 Water Lily Drive
Gainesville
Hall County
Georgia

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.

APPLICANT:

ARABELLA CAPITAL

REQUEST:

REZONE FROM AR-III & V-C TO PRD
FOR A 121-LOT SUBDIVISION.

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: July 17, 2023

Time: 5:15 p.m.

COUNTY COMMISSION

Date: AUGUST 10, 2023

Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL (770) 531-6809

Jun 9, 2023 11:41:26
3808 Wiley Road
Gainesville
Hall County
Georgia

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **ARABELLA CAPITAL, LLC**

REQUEST: **REZONE FROM AR-III & V-C TO PRD FOR A 216-LOT SUBDIVISION**

PERIOD HEARINGS WILL BE HELD ON:

PLANNING COMMISSIONS	&	PLANNING COMMISSIONS
Date: May 17, 2023		Date: June 19, 2023
Time: 5:15 PM		Time: 6:00 PM

HALL COUNTY GOVERNMENT OFFICES: 100 EAST BRASS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-1999

Jun 9, 2023 11:35:59
 3333 Cagle Road
 Gainesville
 Hall County
 Georgia



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (08/07/23)

REPORT TO: Voting Meeting (08/10/23)

ITEM NO: 405/2023

SUBJECT: Approve the purchase of three (3) 2023 Ford F-150 trucks for Public Works & Utilities to Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of \$162,834.00.

Meetings:

Work Session Date: 08/07/23

Voting Meeting Date: 08/10/23

Executive Summary:

Presenter: BN
Recommendation: Approve.

Purpose of Request: Approve the purchase of three (3) 2023 Ford F-150 trucks for Public Works & Utilities to Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of \$162,834.00.

History:

Facts and Issues: Four (4) quotes were obtained from Akins Ford, Mall of Georgia Ford, Allan Vigil Ford, and Loganville Ford.

Options:

Akins Ford provided the lowest price of \$54,278.00 per vehicle.

Current vehicle shortage has forced us to purchase vehicles from vendors that have availability. Staff compared this pricing to the Statewide Contract and the pricing listed is comparable to State Contract pricing. Staff recommends that due to a material disruption of goods and services and a lack of inventory, the purchase be considered through the County Ordinance Section 3.10.140(G).

Funding Requested \$ 162,834.00
Are funds within current budget? Yes

Source of Funds

Capital

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

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Purchasing	Budget
WS	BN	AP	TS
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement

Allan Vigil Ford - Price Quote

Mall of GA Ford - Price Quote

Loganville Ford - Price Quote

Akins Ford - Price Quote

Statewide Contract for Ford Vehicles



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

AGENDA ITEM 405/2023

Funds Requested: \$ 162,834.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	4971-ENGINEERING	542200-MOTOR VEHICLES	\$162,834.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BR

Phone: 770-531-6800



Call 678-364-3673

Directions (//maps.google.com/maps?saddr=Current%2BLocation&daddr=6790%20M...%20Zion%20Boulevard%20%2C%2BMorrow%2C%2BGA%2B30260)

Custom Order Your Ford

[HERE \(/custom-build-price.html\)](#)

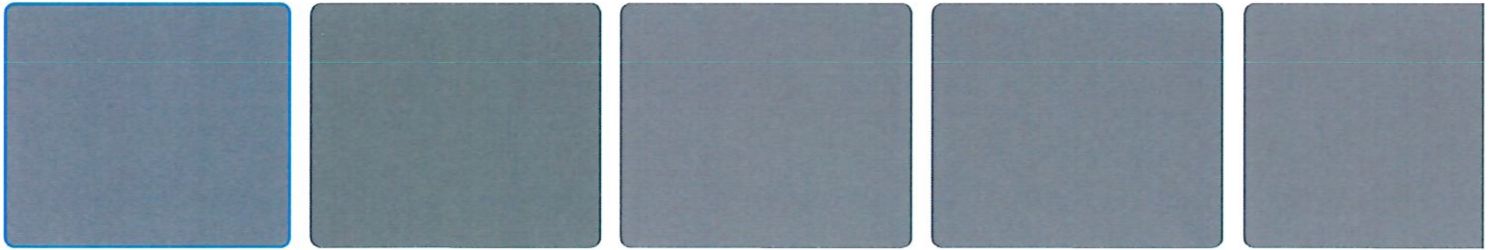


Confirm Availability

PHOTOS 360 SPIN



1 / 36



2023 Ford F-150 XL

In Stock

\$54,825
ALLAN VIGIL PRICE:

Less ▲

MSRP	\$54,825
Admin Fee:	+\$699
Allan Vigil Price:	\$54,825
Trade-In Assistance Bonus Cash	-\$2,500
Retail Trade Assist	-\$1,000

Returning Explorer RCL Renewal	- \$1,000
2023 Military Recognition Exclusive Cash Reward	- \$500
2023 College Student Recognition Exclusive Cash Reward Pgm.	- \$500
2023 First Responder Recognition Exclusive Cash Reward	- \$500
2023 Farm Bureau Recognition Exclusive Cash Reward	- \$500

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Vehicle Information

Visit our Store

VIN: **1FTFW1E57PKD86949** Stock #: **PKD86949** Model Code: **W1E**


6790 Mt. Zion Boulevard
 Morrow, GA 30260 (<https://www.google.com/maps?>
 q=6790+Mt.+Zion+Boulevard+,+Morrow,+GA+30260) CITY/HIGHWAY
4D SuperCrew **16/22 MPG**







Sales: 678-364-3673

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Black Metallic
- INTERIOR COLOR
Black
- ENGINE
5.0L V8 Engine with Auto Start-Stop Technology a...
- TRANSMISSION
10-Speed Automatic / 4WD

★★★★★
 4.85 (13 Reviews (<https://www.edmunds.com/ford/f-150/2023/#subnav-consumer-reviews>)) - Edmunds.com (<https://www.edmunds.com/ford/f-150/2023/#subnav-consumer-reviews>)

Highlighted Features

 **VIEW WINDOW STICKER** Feature availability subject to final vehicle configuration. Please reference window sticker for more info.

-  **4WD/AWD**
-  **Keyless Entry**
-  **Power Tailgate/Liftgate**
-  **Emergency Brake Assist**
-  **Rear View Camera**
-  **Cruise Control**

Dealer Comments

Black Metallic 2023 Ford F-150 XL 4WD 10-Speed Automatic 5.0L V8 4WD, Body-Color Front & Rear Bumpers, Box Side Decals, Electronic Stability Control, Equipment Group 101A Standard,

Exterior Parking Camera Rear, Molded-In Color Black Honeycomb Style Grille, Power steering, Power windows, Radio: AM/FM SiriusXM w/360L, Rear Window Fixed Privacy Glass w/Defroster.

[Read More...](#)

All Features

- Exterior
- Functional
- Interior
- Safety
- Options
- Specs

- Daytime Running Lamps
- Easy Fuel Capless Filler
- Fully Boxed Steel Frame
- Halogen Headlamps
- Headlamps - Auto High Beam

[Read More...](#)

Warranty

- 3Yr/36,000 Bumper / Bumper
- 5Yr/60,000 Powertrain
- 5Yr/60,000 Roadside Assist
- 8Yr/100,000 Hybrid Battery

[Read More...](#)

Vehicles You Might Like



2022 Ford F-150
(<https://www.allanvigilford.net/new-morrow-2022-ford-f+150-lariat-1FTFW1E83NFC11002>)

\$62,720
ALLAN VIGIL PRICE:

[VIEW VEHICLE \(HTTPS://WWW.ALLANVIGILFORD.NET/NEW-MORROW-2022-FORD-F+150-LARIAT-1FTFW1E83NFC11002\)](https://www.allanvigilford.net/new-morrow-2022-ford-f+150-lariat-1FTFW1E83NFC11002)



2022 Ford F-150
(<https://www.allanvigilford.net/new-morrow-2022-ford-f+150-lariat-1FTFW1E84NFC27533>)

\$71,030
ALLAN VIGIL PRICE:

[VIEW VEHICLE \(HTTPS://WWW.ALLANVIGILFORD.NET/NEW-MORROW-2022-FORD-F+150-LARIAT-1FTFW1E84NFC27533\)](https://www.allanvigilford.net/new-morrow-2022-ford-f+150-lariat-1FTFW1E84NFC27533)



2022 Ford F-150
(<https://www.Allanvigilford.Net/New-Morrow-2022-Ford-F+150-XLT-1FTFW1E88NKF12016>)

\$59,575
ALLAN VIGIL PRICE:

VIEW VEHICLE

(<https://www.Allanvigilford.Net/New-Morrow-2022-Ford-F+150-XLT-1FTFW1E88NKF12016>)



2023 Ford F-150
(<https://www.Allanvigilford.Net/New-Morrow-2023-Ford-F+150-Platinum-1FTFW1ED1PFA85495>)

\$79,630
ALLAN VIGIL PRICE:

VIEW VEHICLE

(<https://www.Allanvigilford.Net/New-Morrow-2023-Ford-F+150-Platinum-1FTFW1ED1PFA85495>)

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May not represent actual vehicle. (Options, colors, trim and body style may vary)

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KAN-003582 FL

9-NORMAL, NB, 203582, PC082 12904

220230316 0222

DLIC CERT CERT TRD RAMP BUWP CAMP BOOK EXPL ROTR

012541 265773621

1FTFW1E57 PKD86949 NB

FU13

F-150

2023 F-150 X4 SUPERCREW
5.0L V8 TREK
ELEC TEN-SPEED AUTO W/TOW M



ford.com

VEHICLE DESCRIPTION

PK D86949

EXTERIOR
BLACK METALLIC
INTERIOR
BLACK SPORT CLOTH/40/CON/40

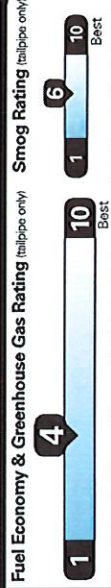
EPA DOT Fuel Economy and Environment

E85 Flexible-Fuel Vehicle
Gasoline-Ethanol (E85)

18 MPG
combined city/hwy
Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPGe. Values are based on gasoline and do not reflect performance and ratings based on E85.



Annual fuel cost \$2,450



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. Fuel economy, emissions and range estimates are based on a 15,000 mile per year, \$2.35 per gallon. This is a dual-fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles



Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★ ★ ★ ★ ★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★ ★ ★ ★ ★
Based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FTFW1E57PKD86949



1FTFW1E57PKD86949

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

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www.ford.com/help/privacy-stmary

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- DAYTIME RUNNING LAMPS
 - EASY FUEL CAPLESS FILLER
 - FULLY BOXED STEEL FRAME
 - HALOGEN HEADLAMPS
 - HEADLAMPS - AUTO HIGH BEAM
 - HEADLAMPS - AUTOLAMP (ON/OFF)
 - LOCKING REMOVABLE TAILGATE
 - MANUAL FOLD POWER MIRRORS
 - PICKUP BOX TIE DOWN HOOKS
 - POWER TAILGATE LOCK
 - TRAILER SWAY CONTROL
 - WIPERS - INTERMITTENT
- INTERIOR**
- 4" PRODUCTIVITY SCREEN
 - CRUISE CONTROL
 - DOOR LOCKS - POWER
 - DUAL SUNVISORS
 - ILLUMINATED ENTRY
 - MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
 - POWERPOINTS - 12V
 - TILT/TELESCOPE STR COLUMN
- FUNCTIONAL**
- AUTO HOLD
 - CURVE CONTROL
 - DYNAMIC HITCH ASSIST
 - FAIL-SAFE COOLING SYSTEM
 - FORDPASS CONNECT™ 4G
 - HOTSPOT TELEMATICS MODEM
 - HILL START ASSIST
 - MYKEY®
 - POST-COLLISION BRAKING
 - PRE-COLLISION ASSIST W/AEB
 - REVERSE SENSING AND REAR VIEW CAMERA
 - SELECTSHIFT®
 - SYNC® 4 W/8" SCREEN
- SAFETY/SECURITY**
- ADVANCED TRACT™ WITH RSC®
 - AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY®
 - CTR HIGH MOUNT STOP LAMP
 - PERIMETER ALARM
 - SOS POST-CRASH ALERT SYS™
 - TIRE PRESSURE MONIT SYS
- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST
 - 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 101A	(MSRP)	(MSRP)
•XL SERIES		\$45,410.00
OPTIONAL EQUIPMENT/OTHER		7,520.00
5.0L V8 ENGINE	2,335.00	52,860.00
272/60R20 BSW ALL-TERRAIN	NO CHARGE	1,895.00
3.31 ELECTRONIC LOCK RR AXLE	420.00	
7050# GWR PACKAGE	NO CHARGE	
FRONT LICENSE PLATE BRACKET	145.00	54,825.00
COLOR-COORDINATED CARPET	250.00	750.00
BLACK PLATFORM RUNNING BOARDS	250.00	
STX APPEARANCE PACKAGE	2,585.00	595.00
•SYNC 4 W/ENHANCED VOICE RECOG		
•REAR WINDOW DEFROSTER		
•SIRIUS XM W/ 360L		
•PRIVACY GLASS W/REAR DEFROSTE		
50 STATE EMISSIONS	NO CHARGE	
AUTO START-STOP REMOVAL	- 50.00	
CLASS IV TRAILER HITCH	315.00	
FOG LAMPS	NO CHARGE	
20" 6-SPOKE MAGNETIC PKT WHLS	1,225.00	2,095.00
STX SPORT CLOTH 40/CON/40	295.00	
FLEX FUEL VEHICLE		

RAMP ONE

CHTZ

RAMP TWO

CONVOY

ITEM #:

24-1008 OT 2

TOTAL MSRP \$52,730.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

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PC082 N RB 2X 340 003582 03 08 23

07/25/2023

2202303160222

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New 2023 Ford F-150 STX Truck SuperCrew Cab V-8 cyl

5 views in the past 7 days



Detailed Pricing

MSRP ¹	\$60,222
Savings	-\$5,000
Price	\$55,222
Price Detailed Pricing	\$55,222

We're here to help
866-678-1333



Value Your Trade

Enter Year Make Model Trim

Exterior Color

Oxford White

Interior Color

STX SPORT CLOTH
40/CON/40 BLACK

Fuel Economy

1

Dr

Transmission

44G ELEC TEN-SPEED
AUTO W/TOW MODE

Drivetrain

4x4

Engine

V-8 cyl

VIN

1FTFW1E55PFB58375

Stock Number

PFB58375

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☰ FULLY AUTOMATIC HEADLIGHTS

Included Packages & Options

STX Appearance Package **\$2,585**

Wheels: 18" 6-Spoke Machined Aluminum

Tires: 275/65R18 BSW A/T

Body-Color Front & Rear Bumpers

Show All Package Items

Engine: 5.0L V8 **\$2,335**

3.31 Axle Ratio

GVWR: 7,050 lbs Payload Package

Trailer Tow Package **\$1,325**

Class IV Trailer Hitch Receiver

Integrated Trailer Brake Controller

Wheels: 20" 6-Spoke Machined-Aluminum **\$1,225**

Tires: 275/60R20 BSW AT

Fog Lamps w/Black Bezels

Manual Driver/Passenger Lumbar

Driver/Passenger Seat Back Pocket

FX4 Off-Road Package **\$1,095**

Electronic Locking w/3.31 Axle Ratio

4x4 FX4 Off-Road Bodyside Decal

Show All Package Items

Bed Utility Package **\$695**

LED Box Lighting

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SYNC 4 w/Enhanced Voice Recognition **\$325**

Radio: AM/FM SiriusXM w/360L

Included Options

Unique Sport Cloth 40/Console/40 Front-Seats **\$295**

Color-Coordinated Carpet w/Carpeted Floor Mats **\$145**

Black Platform Running Boards **\$250**

Show All Package Items

Detailed Specifications

- + Warranty
- + Exterior
- + Functional
- + Interior
- + Safety
- + Standard Features

Dealer Notes

Pricing reflects in state purchases by residents of Georgia with GA Driver's License. The full Savings discount requires financing with Ford Credit Company and requires a 2000 or newer Trade-In. Oxford White 2023 Ford F-150 XL 101A 4WD 10-Speed Automatic 5.0L V8 4WD.

Link and LED Box Lighting), Equipment Group 101A Standard, FX4 Off-Road Package (4x4 FX4 Off-Road Bodyside Decal and Rock Crawl Mode), STX Appearance Package (Box Side Decals, Radio: AM/FM SiriusXM w/360L, Rear Window Fixed Privacy Glass w/Defroster, and SYNC 4 w/Enhanced Voice Recognition), Trailer Tow Package (Integrated Trailer Brake Controller), 4WD, 20" 6-Spoke Machined-Aluminum Wheels, 4-Wheel Disc Brakes, 6 Speakers, ABS brakes, Air Conditioning, AM/FM radio, Apple link/Apple CarPlay and Android Auto, Auto High Beam, Auto High-



ford.com

F-150

2023 F-150 4X4 SUPERCREW
145" WHEELBASE
5.0L V8 ENGINE
ELEC TEN-SPEED AUTO W/TOW M

PF B58375

EXTERIOR WHITE
INTERIOR BLACK SPORT CLOTH/40/CON/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- | | | | |
|--|---|---|---|
| EXTERIOR | INTERIOR | FUNCTIONAL | SAFETY/SECURITY |
| <ul style="list-style-type: none"> • DAYTIME RUNNING LAMPS • EASY FUEL CAP-LESS FILLER • HULLY BOXED STEEL FRAME • HALOGEN HEADLAMPS • HEADLAMPS - AUTO HIGH BEAM • HEADLAMPS - AUTO LOW BEAM • (ON/OFF) • LOCKING REMOVABLE TAILGATE • MANUAL FOLD-OVER MIRRORS • PICKUP BOX TIE-DOWN HOOKS • POWER TAILGATE LOCK • TRAILER SWAY CONTROL • WIPERS - INTERMITTENT | <ul style="list-style-type: none"> • 4 PRODUCTIVITY SCREEN • CRUISE CONTROL • DOOR LOCKS - POWER • DUAL SUNVISORS • ILLUMINATED ENTRY • MESSAGE CTR. OUTSIDE TEMP. • COMPASS, TRIP COMPUTER • POWER-OUTS - 12V • TILT/TELESCOPE STR COLUMN | <ul style="list-style-type: none"> • AUTO HOLD • CURVE CONTROL • DYNAMIC HITCH ASSIST • FUEL-SAVE COOLING SYSTEM • HILL START ASSIST • HILLSIDE DESCENT CONTROL • HILL START ASSIST • WTRKTR • PRE-COLLISION BRAKING • POST-COLLISION ASSIST W/NEB • REAR VIEW CAMERA • SELECTSHIFT • STNOC4 W/8" SCREEN | <ul style="list-style-type: none"> • ADVANCEDTRAC™ WITH RSC® • AIRBAGS - FRONT SEAT • MOUNTED SIDE IMPACT • AIRBAGS - SAFETY CANOPY® • CTR HIGH MOUNT STOP LAMP • PERIMETER ALARM • SOS POST-CRASH ALERT SYS™ • TIRE PRESSURE MOUNT SYS |

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 101A	(MSRP)	PRICE INFORMATION	(MSRP)
• XL SERIES		LED BOX LIGHTING	\$45,410.00
		STX SPORT CLOTH 40/CON/40	\$10,890.00
		FLEX FUEL VEHICLE	295.00
		TOTAL OPTIONS/OTHER	56,590.00
		TOTAL VEHICLE & OPTIONS/OTHER	1,895.00
		DESTINATION & DELIVERY	58,185.00
		TOTAL BEFORE DISCOUNTS	750.00
		XL DISCOUNT	595.00
		STX WHEEL DISCOUNT	595.00
		XL STX WHEEL DISCOUNT	2,995.00
		TOTAL SAVINGS	

OPTIONAL EQUIPMENT/OTHER

5.0L V8 ENGINE	2,935.00		
275/60R20 BSW ALL-TERRAIN	NO CHARGE		
3.31 ELECTRONIC LOCK BR AXLE	NO CHARGE		
7050# GVWR PACKAGE	NO CHARGE		
FRONT LICENSE PLATE BRACKET	145.00		
COLOR-COORDINATED CARPET	250.00		
BLACK PLATEFORM RUNNING BOARDS	2,985.00		
STX APPEARANCE PACKAGE			
-SYNC 4 W/ENHANCED VOICE RECOG			
-REAR-WINDOW DEFROSTER			
-SERIUS XM W/ 360L			
-PRIVACY GLASS W/REAR DEFROSTE			
50 STATE EMISSIONS	NO CHARGE		
LINER-TRAY STYLE-NO CARPET MAT	NO CHARGE		
ONBOARD 400W/ OUTLET	340.00		
INTERIOR WORK SURFACE	195.00		
AUTO START-STOP REMOVAL	50.00		
TRAILER TOW PACKAGE	1,325.00		
INTEGRATED TRAILER BRAKE CONT	1,095.00		
FX4 OFF-ROAD PACKAGE			
-SKID PLATES	NO CHARGE		
FOG LAMPS	1,225.00		
20" 6-SPOKE MAGNETIC PKT W/HLs	445.00		
EXTENDED RANGE 36GAL FUEL TANK	695.00		
BED UTILITY PACKAGE			
-BOXLINK			
-TAILGATE STEP			

NAME ONE	NAME TWO	MODEL	TRAILER	FINANCING
CH102	RAMPT TWO	CONVOY	ITEM #	21-1313 OT 2
<p>TOTAL MSRP \$56,090.00</p> <p>Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.</p>				
<p>PD061 N RB 2X 345 003695 04 06 23</p>				

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07/11/2023

EPA Fuel Economy and Environment

Fuel Economy

18 MPG

Standard Pickup Trucks range from 12 to 20 MPG. The best vehicle rates 132 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

combined city/hwy city highway gallons per 100 miles

Driving Range
Estimated 658 miles
Gasoline (E85) 519 miles

You spend \$4,250

more in fuel costs over 5 years compared to the average new vehicle.

Smog Rating (tailpipe only) **4**

Best **10** **5** **10** **Best**

Annual fuel cost \$2,450

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

This vehicle emits 455 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal	Driver	★ ★ ★ ★ ★	★ ★ ★ ★ ★
Crash	Passenger	★ ★ ★ ★ ★	★ ★ ★ ★ ★
Side	Front seat	★ ★ ★ ★ ★	★ ★ ★ ★ ★
Crash	Rear seat	★ ★ ★ ★ ★	★ ★ ★ ★ ★
Rollover		★ ★ ★ ★ ★	★ ★ ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

46 BUILT YEARS TOUGH

F-5 SERIES AMERICA'S BEST SELLING TRUCKS

The FordPassSM Connect modern is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle settings for connectivity options.

*Based on 1977-2022 CY total sales.

**FordPass Connect (optional on select vehicles), the FordPass app and complimentary Connected Services are required for remote features (e.g., remote start, lock/unlock, etc.). Features and features depend on compatible AT&T network availability. Evolving technology/cellular network/vehicle capability may limit functionality. Connected services includes Wi-Fi hotspot.

FORD PROTECT

Continued Service Plan

Includes on Ford ProtectSM The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.fordprotect.com.

Get a \$360 cash rebate when you apply Ford ProtectSM to your new Ford truck. See your Ford dealer for details.

Scan QR code to enroll

Scan QR code to enroll

2202304175050



Phone: (770) 554-9994

New 2023 Ford F-150
XL

MSRP \$55,930

INTERNET PRICE \$56,729

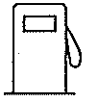


Pricing Information

MSRP	\$55,930
Service Fee ¹	+ \$799
Internet Price	\$56,729
Offer Disclosure	

Specifications

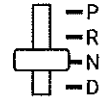
Stock Number	PFB17149
VIN	1FTFW1E50PFB17149
Vehicle Status	In Stock
Exterior	Oxford White
Interior	Black
Engine	5.0L V8
Transmission	Automatic
Body Style	4D SuperCrew
Cylinders	8
Doors	4
Fuel Type	Flexible Fuel



FUEL ECONOMY *
19 CITY / 22 HWY



MILEAGE
2 MILES



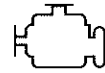
TRANSMISSION
AUTOMATIC



EXTERIOR COLOR
OXFORD WHITE



INTERIOR COLOR
BLACK



ENGINE DATA
5.0L V8

New, Used, Certified, Demo and Courtesy Vehicle Vehicles Internet Price Financing through Loganville Ford. Prices do not include government fees which include tax, tag, title and WRA (Warranty Rights Act) fees. All prices, specifications and availability subject to change without notice. Contact dealer for most current information.

New, Used, Certified, Demo and Courtesy Vehicle Vehicles MPG estimates on this website are EPA estimates; your actual mileage may vary. For used vehicles, MPG estimates are EPA estimates for the vehicle when it was new. The EPA periodically modifies its MPG calculation methodology; all MPG estimates are based on the methodology in effect when the vehicles were new (please see the [Fuel Economy](#) portion of the EPA's website for details, including a MPG recalculation tool).

The features and options listed are for the new 2023 Ford F-150 and may not apply to this specific vehicle.



BUYER'S ORDER / INVOICE / BILL OF SALE



DODGE

CHRYSLER



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CUSTOMER INFORMATION FOR TITLE PURPOSES						SALES PERSON QUOTE		PROSPECT #							
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS HALL COUNTY BOARD OF COMMISSIONERS						STOCK NUMBER PFB59015		DATE 07/10/23							
STREET ADDRESS						TYPE - R.F.W.T.L. F		FLEET# qc832							
CITY			COUNTY			STATE		ZIP CODE							
MAILING ADDRESS			CITY			COUNTY		STATE							
HOME PHONE		CELL OR PAGER #		OFFICE OR WORK PHONE		E-MAIL ADDRESS									
PRIMARY PURCHASER INFORMATION						BASE PRICE		\$54,278.00							
SOCIAL SECURITY		DRIVER'S LICENSE #		DATE OF BIRTH		NAD #									
VEHICLE PURCHASED															
TYPE N	YEAR 2023	MAKE FORD		MODEL F150	BODY CREW CAB 4WD										
CYLINDERS 5.0L V8	TRANSMISSION AUTO	FUEL UNL	COLOR WHITE	TRIM BLACK	VIN 1FTFW1E52PFB59015										
KEY CODE		OTHER		ODOMETER 10				\$0.00							
TRADE-IN #1						TOTAL PRICE INCLUDING DEALER OPTIONS		\$54,278.00							
YEAR		MAKE		VIN		ADJUSTED PRICE INCL DISCOUNT(S)		\$54,278.00							
MODEL		STOCK NUMBER		ODOMETER		TRADE ALLOWANCE \$									
PAYOFF AMOUNT		GOOD UNTIL		ACCOUNT NUMBER		GROSS TRADE-IN ALLOWANCE		\$0.00							
PAYOFF OWED TO			PHONE NUMBER		QUOTED BY		TRADE DIFFERENCE		\$54,278.00						
ADDRESS			CITY		STATE		ZIP CODE		SERVICE & DOCUMENTATION FEE						
										\$0.00					
TRADE-IN #2						TAXABLE AMOUNT		\$54,278.00							
YEAR		MAKE		VIN		SALES TAX 0%		\$0.00							
MODEL		STOCK NUMBER		ODOMETER		TRADE ALLOWANCE \$									
PAYOFF AMOUNT		GOOD UNTIL		ACCOUNT NUMBER		TAG & TITLE FEE		\$0.00							
PAYOFF OWED TO			PHONE NUMBER		QUOTED BY		GA WARRANTY RIGHTS FEE (NEW ONLY)		\$0.00						
ADDRESS			CITY		STATE		ZIP CODE		PRICE INCLUDING TAX & FEES						
										\$54,278.00					
LIEN HOLDER						BALANCE OWED ON TRADE(S)		\$0.00							
PURCHASED VEHICLE LIEN HOLDER				LIEN HOLDER CODE		TOTAL PURCHASE PRICE W/TRADES		\$54,278.00							
ADDRESS			CITY		STATE		ZIP CODE		REBATE(S) ASSIGNED TO DEALER						
										\$0.00					
INSURANCE						DEPOSIT RECEIPT #		\$0.00							
COMPANY				POLICY NUMBER		CASH DOWN RECEIPT \$		\$0.00							
AGENT				PHONE		SERVICE CONTRACT		\$0.00							
ADDRESS			CITY		STATE		ZIP CODE		GAP						
Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.						UNPAID BALANCE									
						PURCHASER'S SIGNATURE _____		DATE _____		ACCEPTED BY: _____		DEALER OR HIS AUTHORIZED REPRESENTATIVE			
						CO-PURCHASER'S SIGNATURE _____		DATE _____						NET DUE UPON DEL CASH/CHECK CONTRACT	
										\$54,278.00					

F-150
 2023 F-150 4X4 SUPERCREW
 435 WHEELBASE
 5.0L V8 ENGINE
 ELEC TEN-SPEED AUTO W/TOW M

VEHICLE DESCRIPTION
F-150

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
 RUNNING LAMPS
 EASY FILLER CARBURETOR FILLER
 FULLY BOXED STEEL FRAME
 HALOGEN HEADLAMPS
 HEADLAMPS - AUTO HIGH BEAM
 HEADLAMPS - AUTOLAMP (LOW/OFF)
 LOCKING REMOVABLE TAILGATE
 MANUAL FOLD DOWN MIRRORS
 PICKUP BOX TIE DOWN HOOKS
 POWER TAILGATE LOCK
 TRAILER SWAY CONTROL
 WIPERS - INTERMITTENT

INTERIOR
 4" PRODUCTIVITY SCREEN
 CRUISE CONTROL
 DOOR LOCKS - POWER
 DUAL SUNVISORS
 ILLUMINATED ENTRY
 MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
 POWERPOINTS - 12V
 TILT/TELESCOPE STR COLUMN

FUNCTIONAL
 AUTO HOLD
 CURVE CONTROL
 DYNAMIC HITCH ASSIST
 FAIL-SAFE COOLING SYSTEM
 FORDPASS CONNECT™ 4G
 HOTSPOT TELEMATICS MODEM
 HILL START ASSIST
 MYKEY®
 POST-COLLISION BRAKING
 PRE-COLLISION ASSIST W/AEB
 REVERSE SENSING AND HEAR VIEW CAMERA
 SELECTSHIFT®
 SYNC®4 W/8" SCREEN

SAFETY/SECURITY WITH FSC®
 AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
 AIRBAGS - SAFETY CANOPY®
 CTR HIGH MOUNT STOP LAMP
 PERIMETER ALARM
 SOS POST-CRASH ALERT SYS™
 TIRE PRESSURE MONIT SYS

WARRANTY
 3YR/36,000 BUMPER / BUMPER
 5YR/60,000 POWERTRAIN
 5YR/60,000 ROADSIDE ASSIST
 8YR/100,000 HYBRID BATTERY

Fuel Economy
 Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPGe. Values are based on gasoline and do not reflect performance and ratings based on E85.

18 MPG
 combined city/hwy

16 city
22 highway
 gallons per 100 miles

Driving Range
 Gasoline: 435 miles
 E85: 378 miles

Annual fuel cost
\$2,450

Fuel Economy & Greenhouse Gas Rating (tailpipe only)
4 Best
10 Best
6 Best

This vehicle emits 485 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and destroying fuel also create emissions. Learn more at ford.com/greengas.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,900 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. This is a total fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov
 Calculate personalized estimates and compare vehicles.

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★
 Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal ★ ★ ★ ★ ★
Crash ★ ★ ★ ★ ★
 Based on the risk of injury in a frontal impact.

Side ★ ★ ★ ★ ★
Crash ★ ★ ★ ★ ★
 Based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★
 Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
 Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

46 BUILT YEARS TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

The FordPass® Connect modern is active and sending vehicle data (e.g., diagnostics) to Ford®. See in-vehicle settings for connectivity options.

*Based on 1977-2022 CY total sales.
 **FordPass Connect (optional on select vehicles). The FordPass App and complimentary Connected Services are required for remote vehicle features. Features and features depend on compatible AT&T network availability. Evolving technology/cellular network availability may limit features.
 †Connected service excludes Wi-Fi hotspot.

FORD PROTECT™
 Continued Service Plan

Lists on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordProtect.com.

SCAN QR CODE TO GET THE MOST FROM YOUR FORD PROTECT PLAN

High 800-888-8888
 24/7 roadside assistance
 Text HELP for help
www.ford.com/protect

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

PF B59015

EXTERIOR
 OXFORD WHITE
INTERIOR
 BLACK SPORT CLOTH/40/20/40

PRICE INFORMATION
 BASE PRICE \$46,410.00
 TOTAL OPTIONS/OTHER 9,550.00
 TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY 54,960.00
 1,895.00
TOTAL BEFORE DISCOUNTS 56,855.00
XL DISCOUNT - 750.00
STX APPEARANCE DISC - 750.00
XL STX WHEEL DISCOUNT - 595.00
TOTAL SAVINGS - 2,095.00

INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 101A *XL SERIES

OPTIONAL EQUIPMENT/OTHER
 5.0L V8 ENGINE 2,395.00
 2766R250 BSW ALL-TERRAIN NO CHARGE
 3.31 ELECTRONIC LOCK RR AXLE NO CHARGE
 7059F GVWR PACKAGE 195.00
 FRONT LICENSE PLATE BRACKET 145.00
 COLOR-COORDINATED CARPET 2,995.00
 STX APPEARANCE PACKAGE
 SYNC 4 W/ENHANCED VOICE RECOG
 REAR-WINDOW DEFROSTER
 SIRIUS XM W/ 360L
 PRIVACY GLASS W/REAR DEFROSTE
 50 STATE EMISSIONS
 LINER-TRAY STYLE-NO CARPET MAT
 INTERIOR WORK SURFACE
 AUTO START-STOP REMOVAL
 TRAILER TOW PACKAGE
 INTEGRATED TRAILER BRAKE CONT
 FX4 OFF-ROAD PACKAGE
 SMOG PLATES
 200 LAMP
 6-SPEAKER MAGNETIC PKT WHLS
 BEADLINE PACKAGE
 BEADLINE
 TAILGATE STEP
 LED BOX LIGHTING
 STX SPORT CLOTH 40/20/40
 FLEX FUEL VEHICLE

PRICE INFORMATION
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 TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY 54,960.00
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XL STX WHEEL DISCOUNT - 595.00
TOTAL SAVINGS - 2,095.00

CONVOY

ITEM #: 21-6368 OPT 2

CH02

RAMP ONE

RAMP TWO

TOTAL MSRP \$54,760.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

PD061 N RB 2X 345 003801 04 06 23

1FTFW1E52PFB59015

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DRB-003801 GA 9-NORWEL, NB, 103801, PD061 220230417 5545 8499

VEHICLE DESCRIPTION
F-150
 2023 F-150 4X4 SUPERCREW
 435 WHEELBASE
 5.0L V8 ENGINE
 ELEC TEN-SPEED AUTO W/TOW M

EXTERIOR
 RUNNING LAMPS
 EASY FILLER CARBURETOR FILLER
 FULLY BOXED STEEL FRAME
 HALOGEN HEADLAMPS
 HEADLAMPS - AUTO HIGH BEAM
 HEADLAMPS - AUTOLAMP (LOW/OFF)
 LOCKING REMOVABLE TAILGATE
 MANUAL FOLD DOWN MIRRORS
 PICKUP BOX TIE DOWN HOOKS
 POWER TAILGATE LOCK
 TRAILER SWAY CONTROL
 WIPERS - INTERMITTENT

INTERIOR
 4" PRODUCTIVITY SCREEN
 CRUISE CONTROL
 DOOR LOCKS - POWER
 DUAL SUNVISORS
 ILLUMINATED ENTRY
 MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
 POWERPOINTS - 12V
 TILT/TELESCOPE STR COLUMN

FUNCTIONAL
 AUTO HOLD
 CURVE CONTROL
 DYNAMIC HITCH ASSIST
 FAIL-SAFE COOLING SYSTEM
 FORDPASS CONNECT™ 4G
 HOTSPOT TELEMATICS MODEM
 HILL START ASSIST
 MYKEY®
 POST-COLLISION BRAKING
 PRE-COLLISION ASSIST W/AEB
 REVERSE SENSING AND HEAR VIEW CAMERA
 SELECTSHIFT®
 SYNC®4 W/8" SCREEN

SAFETY/SECURITY WITH FSC®
 AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
 AIRBAGS - SAFETY CANOPY®
 CTR HIGH MOUNT STOP LAMP
 PERIMETER ALARM
 SOS POST-CRASH ALERT SYS™
 TIRE PRESSURE MONIT SYS

WARRANTY
 3YR/36,000 BUMPER / BUMPER
 5YR/60,000 POWERTRAIN
 5YR/60,000 ROADSIDE ASSIST
 8YR/100,000 HYBRID BATTERY

PRICE INFORMATION
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 1,895.00
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XL DISCOUNT - 750.00
STX APPEARANCE DISC - 750.00
XL STX WHEEL DISCOUNT - 595.00
TOTAL SAVINGS - 2,095.00

INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 101A *XL SERIES

OPTIONAL EQUIPMENT/OTHER
 5.0L V8 ENGINE 2,395.00
 2766R250 BSW ALL-TERRAIN NO CHARGE
 3.31 ELECTRONIC LOCK RR AXLE NO CHARGE
 7059F GVWR PACKAGE 195.00
 FRONT LICENSE PLATE BRACKET 145.00
 COLOR-COORDINATED CARPET 2,995.00
 STX APPEARANCE PACKAGE
 SYNC 4 W/ENHANCED VOICE RECOG
 REAR-WINDOW DEFROSTER
 SIRIUS XM W/ 360L
 PRIVACY GLASS W/REAR DEFROSTE
 50 STATE EMISSIONS
 LINER-TRAY STYLE-NO CARPET MAT
 INTERIOR WORK SURFACE
 AUTO START-STOP REMOVAL
 TRAILER TOW PACKAGE
 INTEGRATED TRAILER BRAKE CONT
 FX4 OFF-ROAD PACKAGE
 SMOG PLATES
 200 LAMP
 6-SPEAKER MAGNETIC PKT WHLS
 BEADLINE PACKAGE
 BEADLINE
 TAILGATE STEP
 LED BOX LIGHTING
 STX SPORT CLOTH 40/20/40
 FLEX FUEL VEHICLE

PRICE INFORMATION
 BASE PRICE \$46,410.00
 TOTAL OPTIONS/OTHER 9,550.00
 TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY 54,960.00
 1,895.00
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STX APPEARANCE DISC - 750.00
XL STX WHEEL DISCOUNT - 595.00
TOTAL SAVINGS - 2,095.00

CONVOY

ITEM #: 21-6368 OPT 2

CH02

RAMP ONE

RAMP TWO

TOTAL MSRP \$54,760.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

PD061 N RB 2X 345 003801 04 06 23



BUYER'S ORDER / INVOICE / BILL OF SALE



DODGE

CHRYSLER



P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

CUSTOMER INFORMATION FOR TITLE PURPOSES						SALES PERSON QUOTE		PROSPECT #			
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS HALL COUNTY BOARD OF COMMISSIONERS						STOCK NUMBER PFB61156		DATE 07/10/23			
STREET ADDRESS						CITY		COUNTY			
MAILING ADDRESS						CITY		COUNTY			
HOME PHONE			CELL OR PAGER #		OFFICE OR WORK PHONE		E-MAIL ADDRESS				
TYPE - R.F.W.T.L. F						FLEET# qc832					
PRIMARY PURCHASER INFORMATION						BASE PRICE		\$54,278.00			
SOCIAL SECURITY		DRIVER'S LICENSE #		DATE OF BIRTH		NAD #					
VEHICLE PURCHASED											
TYPE N	YEAR 2023	MAKE FORD	MODEL F150	BODY CREW CAB 4WD							
CYLINDERS 5.0L V8	TRANSMISSION AUTO	FUEL UNL	COLOR WHITE	TRIM BLACK	VIN 1FTFW1E58PFB61156			\$0.00			
KEY CODE		OTHER			ODOMETER 10						
TRADE-IN #1						TOTAL PRICE INCLUDING DEALER OPTIONS		\$54,278.00			
YEAR	MAKE	VIN				ADJUSTED PRICE INCL DISCOUNT(S)		\$54,278.00			
MODEL		STOCK NUMBER	ODOMETER		TRADE ALLOWANCE \$		GROSS TRADE-IN ALLOWANCE		\$0.00		
PAYOFF AMOUNT		GOOD UNTIL	ACCOUNT NUMBER				TRADE DIFFERENCE		\$54,278.00		
PAYOFF OWED TO			PHONE NUMBER		QUOTED BY		SERVICE & DOCUMENTATION FEE		\$0.00		
ADDRESS			CITY		STATE	ZIP CODE		TAXABLE AMOUNT		\$54,278.00	
TRADE-IN #2						SALES TAX 0%		\$0.00			
YEAR	MAKE	VIN				TAG & TITLE FEE		\$0.00			
MODEL		STOCK NUMBER	ODOMETER		TRADE ALLOWANCE \$		GA WARRANTY RIGHTS FEE (NEW ONLY)		\$0.00		
PAYOFF AMOUNT		GOOD UNTIL	ACCOUNT NUMBER				PRICE INCLUDING TAX & FEES		\$54,278.00		
PAYOFF OWED TO			PHONE NUMBER		QUOTED BY		BALANCE OWED ON TRADE(S)		\$0.00		
ADDRESS			CITY		STATE	ZIP CODE		TOTAL PURCHASE PRICE W/TRADES		\$54,278.00	
LIEN HOLDER						REBATE(S) ASSIGNED TO DEALER		\$0.00			
PURCHASED VEHICLE LIEN HOLDER				LIEN HOLDER CODE		DEPOSIT RECEIPT #		\$0.00			
ADDRESS			CITY		STATE	ZIP CODE		CASH DOWN RECEIPT \$		\$0.00	
INSURANCE						SERVICE CONTRACT		\$0.00			
COMPANY			POLICY NUMBER			GAP					
AGENT			PHONE			UNPAID BALANCE					
ADDRESS			CITY		STATE	ZIP CODE		NET DUE UPON DEL CASH/CHECK CONTRACT		\$54,278.00	
Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.											
PURCHASER'S SIGNATURE _____			DATE _____		ACCEPTED BY: _____		DEALER OR HIS AUTHORIZED REPRESENTATIVE				
CO-PURCHASER'S SIGNATURE _____			DATE _____								

F-150
 2023 F-150 X4 SUPERCREW
 140 WHEELBASE
 5.0L V8 ENGINE
 ELEC TENSPEED AUTO W/TOW M

PF B61156
 EXTERIOR OXFORD WHITE
 INTERIOR BLACK SPORT CLOTH/40/20/40

F-150
 2023 F-150 X4 SUPERCREW
 140 WHEELBASE
 5.0L V8 ENGINE
 ELEC TENSPEED AUTO W/TOW M

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 2023 F-150 X4 SUPERCREW
 140 WHEELBASE
 5.0L V8 ENGINE
 ELEC TENSPEED AUTO W/TOW M

PF B61156
 EXTERIOR OXFORD WHITE
 INTERIOR BLACK SPORT CLOTH/40/20/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- LED RUNNING LAMPS
- EASY FUEL CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS - INTERMITTENT

INTERIOR

- 4th PRODUCTIVITY SCREEN
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SURVIVORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUTO HOLD
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECT™ 4G
- HILLSIDE START ASSIST
- HILL START ASSIST
- MYKEY®
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AB
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- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER 7 BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 101A	
*XL SERIES	
OPTIONAL EQUIPMENT/OTHER	
5.0L V8 ENGINE	2,365.00
275/60R20 BSW ALL-TERRAIN	NO CHARGE
3.31 ELECTRONIC LOCK RR AXLE	NO CHARGE
709M GWR PACKAGE	NO CHARGE
FRONT LICENSE PLATE BRACKET	145.00
COLOR-COORDINATED CARPET	2,985.00
STX APPEARANCE PACKAGE	
SYNC 4 ENHANCED VOICE RECOG	
REAR WINDOW DEFROSTER	
SIRIUS XM W/ 360L	
PRIVACY GLASS W/REAR DEFROSTE	
90 STATE EMISSIONS	
LINER-TRAY STYLE-NO CARPET MAT	
INTERIOR WORK SURFACE	
AUTO START-STOP REMOVAL	
TRAILER TOW PACKAGE	
INTEGRATED TRAILER BRAKE CONT	
PAT OFF-ROAD PACKAGE	
SID MIRROR	
20" 6-SPOKE MAGNETIC PKT W/LLS	1,095.00
BOXLINK	
TAIL GATE STEP	
LED BOX LIGHTING	4,225.00
STX SPORT CLOTH 40/20/40	695.00
FLEX FUEL VEHICLE	NO CHARGE

PRICE INFORMATION

BASE PRICE \$45,410.00

TOTAL OPTIONS/OTHER \$9,550.00

TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY \$54,960.00

TOTAL DISCOUNTS 56,955.00

XL DISCOUNT 750.00

STX APPEARANCE DISC 750.00

XL STX WHEEL DISCOUNT 595.00

TOTAL SAVINGS 2,095.00

PRICE INFORMATION

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TOTAL SAVINGS 2,095.00

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★ ★ ★ ★ ★

Based on the risk of injury in a frontal impact.

Side Crash ★ ★ ★ ★ ★

Based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★ ★ ★ ★ ★

Based on the risk of injury in a frontal impact.

Side Crash ★ ★ ★ ★ ★

Based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

18 MPG combined city/hwy

22 city **5.6** highway gallons per 100 miles

18 MPG combined city/hwy

22 city **5.6** highway gallons per 100 miles

DRIVING RANGE Gasoline 488 miles Ethanol (E85) 378 miles

Annual fuel cost \$2,450

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)

This vehicle emits 495 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fuelconomy.gov.

flexibility Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

18 MPG combined city/hwy

22 city **5.6** highway gallons per 100 miles

18 MPG combined city/hwy

22 city **5.6** highway gallons per 100 miles

DRIVING RANGE Gasoline 488 miles Ethanol (E85) 378 miles

Annual fuel cost \$2,450

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)

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46 BUILT YEARS TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

The FordPass® Connect, modern is active and sending vehicle data (e.g. diagnostics) to Ford. See in-vehicle settings for connectivity options.

*Based on 1977-2022 CY total sales.

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FORD PROTECT Continued Service Plan

Includes Ford Protect! The only extended service plan that covers the front and rear axle. See your Ford dealer or visit FordProtect.com.

Scan QR code to see how you may apply. Visit www.ford.com/whyfordprotect.

46 BUILT YEARS TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

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FORD PROTECT Continued Service Plan

Includes Ford Protect! The only extended service plan that covers the front and rear axle. See your Ford dealer or visit FordProtect.com.

Scan QR code to see how you may apply. Visit www.ford.com/whyfordprotect.



BUYER'S ORDER / INVOICE / BILL OF SALE



DODGE

CHRYSLER



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CUSTOMER INFORMATION FOR TITLE PURPOSES						SALES PERSON QUOTE		PROSPECT #
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS HALL COUNTY BOARD OF COMMISSIONERS						STOCK NUMBER PFB60447	DATE 07/10/23	
STREET ADDRESS						CITY	COUNTY	STATE
MAILING ADDRESS						CITY	COUNTY	STATE
HOME PHONE		CELL OR PAGER #		OFFICE OR WORK PHONE		E-MAIL ADDRESS		
PRIMARY PURCHASER INFORMATION						BASE PRICE		
SOCIAL SECURITY		DRIVER'S LICENSE #		DATE OF BIRTH		NAD #		
VEHICLE PURCHASED						TOTAL PRICE INCLUDING DEALER OPTIONS		
TYPE	YEAR	MAKE	MODEL	BODY				
N	2023	FORD	F150	CREW CAB 4WD				
CYLINDERS	TRANSMISSION	FUEL	COLOR	TRIM	VIN			
5.0L V8	AUTO	UNL	WHITE	BLACK	1FTFW1E53PFB60447			
KEY CODE		OTHER		ODOMETER				
				10				
TRADE-IN #1						ADJUSTED PRICE INCL DISCOUNT(S)		
YEAR	MAKE	VIN						
MODEL	STOCK NUMBER	ODOMETER		TRADE ALLOWANCE \$				
PAYOFF AMOUNT	GOOD UNTIL	ACCOUNT NUMBER						
PAYOFF OWED TO		PHONE NUMBER		QUOTED BY				
ADDRESS		CITY		STATE	ZIP CODE			
TRADE-IN #2						GROSS TRADE-IN ALLOWANCE		
YEAR	MAKE	VIN						
MODEL	STOCK NUMBER	ODOMETER		TRADE ALLOWANCE \$				
PAYOFF AMOUNT	GOOD UNTIL	ACCOUNT NUMBER						
PAYOFF OWED TO		PHONE NUMBER		QUOTED BY				
ADDRESS		CITY		STATE	ZIP CODE			
LIEN HOLDER						TRADE DIFFERENCE		
PURCHASED VEHICLE LIEN HOLDER				LIEN HOLDER CODE				
ADDRESS		CITY		STATE	ZIP CODE			
INSURANCE						SERVICE & DOCUMENTATION FEE		
COMPANY				POLICY NUMBER				
AGENT				PHONE				
ADDRESS		CITY		STATE	ZIP CODE			
<p>Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.</p>						TAXABLE AMOUNT		
						SALES TAX 0%		
						TAG & TITLE FEE		
						GA WARRANTY RIGHTS FEE (NEW ONLY)		
PURCHASER'S SIGNATURE _____						PRICE INCLUDING TAX & FEES		
DATE _____						ACCEPTED BY: _____		
CO-PURCHASER'S SIGNATURE _____						BALANCE OWED ON TRADE(S)		
DATE _____						TOTAL PURCHASE PRICE W/TRADES		
						REBATE(S) ASSIGNED TO DEALER		
						DEPOSIT RECEIPT # _____		
						CASH DOWN RECEIPT \$ _____		
						SERVICE CONTRACT		
						GAP		
						UNPAID BALANCE		
						NET DUE UPON DEL CASH/CHECK CONTRACT		

F-150
 2023 F-150 4X4 SUPERCREW
 5.0L V8 POWERSTROKE
 ELECTRIC SPEED AUTO W/TOW/M

PF B60447
 EXTERIOR: OXFORD WHITE
 INTERIOR: BLACK SPORT CLOTH/40/20/40

Fuel Economy
 Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

18 MPG combined city/hwy
16 city highway
22 city highway
5.6 gallons per 100 miles

Annual fuel cost
\$2,450
 (EPA Est. \$378/mile)

You spend more in fuel costs over 5 years
\$4,250
 compared to the average new vehicle.

Fuel Economy & Greenhouse Gas Rating
 Fuel Economy (l/100-mpg only) **4**
 Smog Rating (l/100-mpg only) **6**

fuelconomy.gov
 Calculate personalized estimates and compare vehicles

Government 5-Star Safety Ratings

Overall Vehicle Score ★ ★ ★ ★ ★
 Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★ ★ ★ ★ ★
 Based on the risk of injury in a frontal impact.

Side Crash ★ ★ ★ ★ ★
 Based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★
 Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.
 Source: National Highway Traffic Safety Administration (NHTSA).
 www.safercar.gov or 1-888-327-4286

46 BUILT YEARS TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS

The FordPassSM Connect (optional on select vehicles) is active and sending vehicle data (e.g., diagnostics) to Ford's See-in-Vehicle settings for connectivity options.

*Based on 1977-2022 CY total sales.
 **FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Services are available on select vehicles. FordPass Connect services and features depend on compatible AT&T network availability. Evolving technology/cellular network availability may affect functionality and prevent operation of connected features.
 †Connected service excludes Wi-Fi hotspot.

FORD PROTECTSM
 Continuous Service Plan

Includes on Ford Protect!SM the only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford Dealer or visit www.ford.com.

SCAN OR TEXT APPROX: 76024
 High Data rates may apply. Text help for help
www.ford.com/see-in-vehicle

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

INTERIOR

- 4" PRODUCTIVITY SCREEN
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP.
- COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUTO HOLD
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECTSM 4G
- HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MYKEY[®]
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTSHIFT[®]
- SYNC[®]4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCE TRACSM WITH RSC[®]
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY[®]
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYSSM
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 101A -XL SERIES	(MSRP)
5.0L V8 ENGINE	2,395.00
27.0L/60"20 BSW ALL-TERRAIN	NO CHARGE
3.31 ELECTRONIC LOCK RR AXLE	NO CHARGE
7950F GVWR PACKAGE	NO CHARGE
FRONT LICENSE PLATE BRACKET	145.00
COLOR-COORDINATED CARPET	2,985.00
STX APPEARANCE PACKAGE	NO CHARGE
STX 4 W/ENHANCED VOICE RECOG	NO CHARGE
REAR-WINDOW DEFROSTER	195.00
SIRIUS XM W/ 36M	60.00
PRIVACY GLASS W/REAR DEFROSTE	1,325.00
50 STATE EMISSIONS	1,095.00
LINER-TRAY STYLE-NO CARPET MAT	NO CHARGE
INTERIOR WORK SURFACE	1,225.00
AUTO START-STOP REMOVAL	695.00
TRAILER TOW LOCKS	NO CHARGE
INTER-LOCKED TRAILER BRAKE CONT	NO CHARGE
SKID PLATES	NO CHARGE
FOG LAMPS	1,225.00
20" 6-SPOKE MAGNETIC PKT W/HL	695.00
BED UTILITY PACKAGE	NO CHARGE
BOX LINK	NO CHARGE
TAILGATE STEP	NO CHARGE
LED BOX LIGHTING	NO CHARGE
STX SPORT CLOTH 40/20/40	NO CHARGE
FLEX FUEL VEHICLE	NO CHARGE

PRICE INFORMATION	(MSRP)
BASE PRICE	\$45,410.00
TOTAL OPTIONS/OTHER	9,550.00
TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY	54,960.00
TOTAL BEFORE DISCOUNTS	56,855.00
XL DISCOUNT	- 750.00
STX APPEARANCE DISCT	- 750.00
XL STX WHEEL DISCOUNT	- 595.00
TOTAL SAVINGS	- 2,095.00

TOTAL MSRP \$54,760.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

Ford Credit

PD131 N RB 2X 345 003271 04 13 23

CONVOY

ITEM # 21-6346 OPT 2

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, and Local taxes are not included. Dealer Installed options or accessories are not included unless listed above.

Statewide Contract Information Sheet

Statewide Contract Number	99999-001-SPD0000183-0005	NIGP Code	07105
Name of Contract	Police Pursuit and Special Services Vehicles		
Effective Date	1/4/2022	Expiration Date	1/3/2024
Contract Table of Contents			
Vendors Awarded	7	Contract Information:	Mandatory Contract
Contract Information for Vendor			
Contract Summary Page		1	
Allan Vigil Ford Lincoln Mercury, Inc.		2	
Additional Contract Information			
Contract Renewals/ Extensions/ Changes		3	
Specifications		4	
Line-Item Listing & Pricing		4	
Ordering Instructions		5	
Contract Administrator		6	

Contract Information			
Statewide Contract Number	99999-001-SPD0000183-0005		
PeopleSoft Vendor Number	0000011950	Location Code	04
Vendor Name & Address			
Allan Vigil Ford Lincoln, Inc 6790 Mt. Zion Blvd. Morrow, GA. 3-0260			
TIN: 58-1606549			
Contract Administrator			
Mike Brown Govt. Sales Telephone: 678-364-3986 Fax: 678-364-3920 Email: mike.brown@allanvirgildford.com			
Contact Details			
Ordering Information	Allan Vigil Ford Lincoln, Inc 6790 Mt. Zion Blvd. Morrow, GA. 30260		
Remitting Information	Allan Vigil Ford Lincoln, Inc 6790 Mt. Zion Blvd. Morrow, GA. 30260		
Delivery Days	Coordinate Delivery Schedule upon Order		
Payment Terms	Net 30 days		
Bid Offer includes	State and Local Governments		
Acceptable payment method	ACH & Purchase Orders		

Contract Renewals/ Extensions/ Changes:

Base Term: 1/4/2022-1/3/2024

1st Renewal:

2nd Renewal:

3rd Renewal:

Specifications:

The specifications for all Police and Special Services Vehicles on this contract are the standard equipment as identified by the manufacturers. Standard Equipment can be found at <http://www.fleet.ford.com/showroom/police-vehicles/>

Line Item Listing and Pricing:

The list of vehicles available along with the pricing can be found as a separate document entitled "Police Vehicle Pricing" in Team Georgia Marketplace for each contract.

Allan Vigil Ford Lincoln, Inc Police Vehicle Ordering Instructions

Statewide Contract Number: 99999-001-SPD0000183-00005

Supplier Name: Allan Vigil Ford Lincoln, Inc.

Awarded Vehicles: F150 Police Responder, F250 CNG Bi-fuel, F350 CNG Bi-Fuel

**Supplier Customer Service:
Name: Robert(Bob) Burtner
Telephone: 678-364-3986
Email: bob@vigilford.com**

Ordering Instructions

Step 1: Customer contacts Bob Burtner at 678-364-3986 or bob@vigilford.com

Step 2: Customer informs the dealer which vehicle they want to order off Statewide Contract 99999-001-SDP0000183-0005

Step 3. Allan Vigil Ford sends to the customer a vehicle order sheet.

Step 4: Customer Returns Vehicle Ordering Sheet with all information completed to include options.

Step 5: The signed order form is returned to the customer and a purchase order is created by the purchasing department.

Step 6: Allan Vigil Ford Lincoln orders the vehicle(s) upon receipt of the approved purchase order.

Step 7: After the vehicle(s) is received from Ford it is prepared for pick up or delivery.

Step 8: The customer receives vehicle(s), invoice, and tag and title application.

Step 9: The customer submits the invoice to their accounts payable department to initiate payment via check or electronic transfer.

DOAS Contact Information:

***See Team Georgia Marketplace, Search Contracts for 99999-001-SPD0000183, (Click Open Summary) for current Contract Management Specialist contact information.**

State of Georgia Statewide Standard Contract Form

Solicitation Title Police Pursuit Vehicles and Special Services Vehicles	Solicitation Number 99999-SPD-SPD0000183	Contract Number 99999-SPD-SPD0000183-0005
--	--	---

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services (hereafter called Agency)

Contractor's Name: **Allan Vigil Ford Lincoln, Inc.** (hereafter called Contractor)

2. Contract to Begin: 12/1/2021	Date of Completion: 11/30/2023	Renewals: Three (3) One (1) Year Renewals
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3. Performance Bond, if any: N/A	Other Bonds, if any: N/A
--	------------------------------------

4. Authorized Person to Receive Contract Notices for Agency: Billy Gilbert, Buyer 404-657-4277, billy.gilbert@doas.ga.gov Eric Mercier, Contract Manager. 404) 463-1540, Eric.Nercier@DOAS.Ga.Gov	Authorized Person to Receive Contract Notices for Contractor: Bob Burtner, 678-364-3986, bburtner@allanvigilford.com
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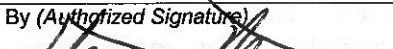
5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: Statewide Contract for Goods and Ancillary Services
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)
Allan Vigil Ford Lincoln, Inc.

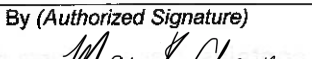
By (Authorized Signature) 	Date Signed 4/21/2021
--	---------------------------------

Printed Name and Title of Person Signing
Robert Burtner Govt. Sales

Address
6790 Mt. Zion Blvd, Morrow, GA 30260

7. **Agency**

Agency Name
Department of Administrative Services, State Purchasing Division

By (Authorized Signature) 	Date Signed 11/16/2021
--	----------------------------------

Printed Name and Title of Person Signing
Mary Chapman, Interim Deputy Commissioner, State Purchasing Division, Department of Administrative Services

Address
200 Piedmont Avenue, S.E., Suite 1308, West Tower, Atlanta GA 30334-9010

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1**

Contract Terms and Conditions for Goods and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
- (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.
- (iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.
- (v) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
- (vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFQ, including any modifications or clarifications accepted by the Agency.
- (vii) **"RFQ"** means the Request for Quotation, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
- (viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
- (ix) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFQ, Contractor's Response to the RFQ, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFQ requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of

certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(x) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
4. **Reporting Requirements.** Contractor shall provide all reports required by the RFQ. In addition, unless otherwise provided in the RFQ, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFQ and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.

certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

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2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFQ or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFQ and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all percentages off catalog prices are minimum percentages off catalog prices and can be increased but not decreased. Delivery pricing is considered ceiling pricing and can be lowered to meet to ensure the Authorized Users receive competitive delivery prices. Prices include, but are not limited to insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.

Supplier price list must remain firm for 1 year from the date of award. Price increase requests will be reviewed on an annual basis after the twelfth (12) month at contract renewal. If renewal options are exercised, the below mentioned price increase methodology will be used to determine any price adjustments. Increase(s) will not exceed the average percentage increase as shown for the previous twelve (12) month period for two US Department of Labor Producer Price Index (PPI) series ID Numbers: 336110 Automobile and Light Truck Manufacturing and 441110 New Car Dealers. Temporary data will not be used in the evaluation. In the event the increase request exceeds the increase amount allowed by the PPI, supplier(s) must provide strong justification and invoices from the manufacturer to substantiate. The State must be notified at least sixty (60) days in advance prior to any price change, and the Supplier must have the State's approval before such change may be implemented.

DOAS expects any market reductions to be passed along to the State. If the PPI Series ID (referenced in Mandatory Requirement # 17 above) reflect a decrease of two percent (2%) or greater for the previous 12 months of activity, prices may be reduced to the State accordingly on an annual basis, and the Bidder(s) will be notified no less than 30 days in advance. Supplier agrees and will comply with this section.

2. **Billings.** If applicable, and unless the RFQ provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
 - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or
 - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:
- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
 - (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
 - (ii) The Agency's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.
7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:
- (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;
 - (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
 - (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
 - (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
 - (v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
- (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

- (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and
- (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.
3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - (i) Any breach of the Statewide Contract;
 - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
 - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;

- (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
 - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.
2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the software;

- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;
 - (ii) Use of the software in combination with apparatus or devices not supplied by Contractor;
 - (iii) Use of the software in a manner for which the same was neither designed nor contemplated; or
 - (iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.
5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. **INSURANCE**

Contractor shall provide all insurance as required by the RFQ.

I. **BONDS**

The Contractor shall provide all required bonds in accordance with the terms of the RFQ and as stated in the Statewide Contract Form.

J. **WARRANTIES**

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute

acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

- 3. Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
- 4. Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.
- 5. Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
- 6. Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
- 7. Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
- 8. Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.
- 9. Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.

- 10. Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFQ. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.
- 11. Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

- 1. Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFQ (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i)** First, by giving preference to the Statewide Contract Terms and Conditions.
 - (ii)** Second, by giving preference to the specific provisions of the RFQ.
 - (iii)** Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

- 2. Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFQ and the Contractor's Response. The failure of the parties to make reference to the terms of the RFQ or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFQ and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.
- 3. Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.
- 4. Drug-free Workplace.** The Contractor hereby certifies as follows:
- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
 - (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
 - (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."
- Contractor may be suspended, terminated, or debarred if it is determined that:
- (i) Contractor has made false certification here in above; or
 - (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
- 5. Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.
7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

- 10. Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.
- 11. Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.
- 12. Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 13. Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
- 14. Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
- 15. Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.
- 16. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 17. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide

Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

- (i) At the time it is actually received; or,
- (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 19. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.
- 20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
- 21. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:
 - (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 22. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 23. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the

State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
28. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects,

and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

- 31. Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
- 32. Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

- 33. Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.
- 34. Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 35. Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.
- 36. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract,

Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

POLICE PURSUIT VEHICLES (PPV)									
Model Year	Line Item	Suppliers	Vehicle Price	Early Pay Discount	MPG			Model Number	Specs
					Cty	Hwy	Avg C/H		
2022	Line 1A-PPV: Chevrolet Tahoe 4WD	Alan Jay Automotive, Inc.	\$ 37,821	N/A	16	20	18	CK10706-9C1	4WD, 5.3L, V-8, Standard Specification
2022	Line 1B-PPV: Chevrolet Tahoe 4WD	Hardy Chevrolet, Buick, GMC, Inc.	\$ 38,599	2%-N20	16	20	18	CK10706-9C1	4WD, 5.3L, V-8, Standard Specification
2022	Line 11C-PPV: Chevrolet Tahoe 4WD	Ginn Motor Company, Inc.	\$ 39,550	N/A	16	20	18	CK10706-9C1	4WD, 5.3L, V-8, Standard Specification
2022	Line 2-PPV: Ford Police Interceptor Utility	Wade Ford, Inc.	\$ 34,284	N/A	16	23	19	K8A	3.3L HEV, Standard Specification
2022	Line 3-PPV: Ford F-150 Police Responder	Allan Vigil Ford, Lincoln Inc.	\$ 32,555	N/A	18	23	20	W1P	3.5L, V-6, Standard Specification
2022	Line 4-PPV: Dodge Charger	Akin Ford, LLC	\$ 25,555	N/A	16	25	19	LDDE48	5.7L, Hemi V-8, Standard Specifications
2022	Line 5-PPV: Dodge Durango	Akin Ford, LLC.	\$ 33,595	N/A	14	22	17	WDEE75-22Z	5.7L, Hemi V-8, Standard Specifications
Special Service Vehicles (SSV)									
Model Year	Line Item	Suppliers	Vehicle Price	Early Pay Discount	MPG			Model Number	Specs
					Cty	Hwy	Avg C/H		
2022	Line 1A-SSV: Chevrolet Tahoe	Alan Jay Automotive, Inc.	\$ 37,190	N/A	16	20	18	CK10706-SW4	4WD, 5.3L, V-8, Standard Specification
2022	Line 1B-SSV: Chevrolet Tahoe	Hardy Chevrolet, Buick, GMC, Inc.	\$ 37,949	2%-N20	16	20	18	CK10706-SW4	4WD, 5.3L, V-8, Standard Specification
2022	Line 1C-SSV: Chevrolet Tahoe	Ginn Motor Company, Inc.	\$ 38,921	N/A	16	20	18	CK10706-SW4	4WD, 5.3L, V-8, Standard Specification
2022	Line 2-SSV: Chevrolet Silverado	Alan Jay Automotive, Inc.	\$ 27,132	N/A	15	20	17	CK10543-5W4	5.3L, V-8, Standard Specification
2022	Line 3-SSV: Chevrolet Express Van	Alan Jay Automotive, Inc.	\$ 29,604	N/A	Not Rated	Not Rated	Not Rated	CG33706-L8T	6.6L, V-8, Standard Specification
2022	Line 4-SSV: Chevrolet Express Van	Hardy Chevrolet, Buick, GMC, Inc.	\$ 30,059	2%-N20	Not Rated	Not Rated	Not Rated	CG33706-L8T	6.6L, V-8, Standard Specification
2022	Line 5-SSV: Chevrolet Express Van	Ginn Motor Company, Inc.	\$ 30,733	N/A	Not Rated	Not Rated	Not Rated	CG33706-L8T	6.6L, V-8, Standard Specification
2022	Line 6-SSV: Ford Prisoner Transport	Wade Ford, Inc.	\$ 29,161	N/A	Not Rated	Not Rated	Not Rated	R1C	Cargo, T-250, Medium Height, Long Wheel Base, 148, RWD, Standard Specification
2022	Line 7-SSV: Ford Expedition Max	Wade Ford, Inc.	\$ 39,780	N/A	17	23	19	K1G-102A	3.5L, EcoBoost, V-6
2022	Line 8-SSV: Ford F-150	Wade Ford, Inc.	\$ 29,601	N/A	17	24	20	W1E-665	5.0L, V-8, Standard Specification
2022	Line 9-SSV: Dodge Durango	Akin Ford, LLC	\$ 27,125	N/A	14	22	17	WDDE75-22X	5.7L, HEMI, V-8, RWD
Alternative Fuel and Electric Vehicles (AFV)									
Model Year	Line Item	Suppliers	Vehicle Price	Early Pay Discount	MPG			Model Number	Specifications
					Cty	Hwy	Avg C/H		
2022	AFV Line 1: Nissan Leaf (EV)	Alan Jay Automotive, Inc.	\$ 26,225	N/A	123	99	111	17012	Electric, Standard Specification
2022	AFV Line 2: GM Bolt (EV)	Hardy Chevrolet Buick GMC, Inc.	\$ 27,125	2%-N20	259	108	118	1FB48-5W4	Electric, Standard Specification
2022	AFV Line 3: Ford Mustang Mach E, RWD (EV)	Family Ford, Inc.	\$ 44,402	2%-N20	105	93	100	K1R	Electric, Standard Specification
2022	AFV Line 4: Toyota Camry Hybrid LE, FWD	Alan Jay Automotive, Inc.	\$ 25,727	N/A	51	53	52	2559	Hybrid, Standard Specification
2022	AFV Line 5: GM Bolt (EUV)	Hardy Chevrolet Buick GMC, Inc.	\$ 30,395	2%-N20	127	108	118	1FB48-5W4	Electric Utility Vehicle, Standard Specification
2022	AFV Line 6: Ford Escape SE PHEV, 2WD, SE	Wade Ford, Inc.	\$ 26,577	N/A	105	105	105	UOE	Plug-In, Electric/Gas, Standard Specification
2022	AFV Line 7: Ford Escape SE FHEV, FWD	Family Ford, Inc.	\$ 24,359	2%-N20	529	629	579	U0B	Hybrid, Standard Specification
2022	AFV Line 8: HIGHLANDER HYBRID LE FWD	Alan Jay Automotive, Inc.	\$ 36,969	N/A	36	35	36	6960	Hybrid, Standard Specification
2022	AFV Line 9: Ford F-250 (CNG)	Allan Vigil Ford Lincoln Inc.	\$ 38,699	N/A	Not Rated	Not Rated	Not Rated	F2A	CNG, Standard Specification
2022	AFV Line 10: Ford F-350 (CNG)	Allan Vigil Ford Lincoln, Inc.	\$ 39,997	N/A	Not Rated	Not Rated	Not Rated	F3A	CNG, Standard Specification
2022	AFV Line 12: Ford Transit BEV W1Y	Wade Ford, Inc.	\$ 42,700	N/A	126	126	126	W1Y LR	Electric, Standard Specification
2022	AFV Line 13: Ford F150 (Hybrid)	Wade Ford, Inc.	\$ 32,992	N/A	25	26	25	W1C	Transit, Battery Electric, Standard Specification
2022	AFV Line 14: Ford F150 LIGHTNING	Wade Ford, Inc.	\$ 59,950	N/A	130	130	130	2022	Electric, Standard Specification



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (08/07/23)

REPORT TO: Voting Meeting (08/10/23)

ITEM NO: 403/2023

SUBJECT: Approve the process to initiate the abandonment of Pass Drive and Biscayne Boulevard, which includes all of Pass Drive from Patterson Road to Lanier Parkway, a.k.a I-985 (390 +/- feet), as well as all of Biscayne Boulevard from Patterson Road to Lanier Parkway a.k.a. I-985 (400 +/- feet). Commission District 2.

Meetings:

Work Session Date: 08/07/23

Voting Meeting Date: 08/10/23

Executive Summary:

Presenter: BN

Recommendation:
Approve, initiate the abandonment process.

Purpose of Request:
Approve the process to initiate the abandonment of Pass Drive and Biscayne Boulevard, which includes all of Pass Drive from Patterson Road to Lanier Parkway, a.k.a I-985 (390 +/- feet), as well as all of Biscayne Boulevard from Patterson Road to Lanier Parkway a.k.a. I-985 (400 +/- feet). Commission District 2.

History:

Facts and Issues:
This is to determine whether a section of public road should be abandoned and that the road abandonment process should commence.

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	Approve	Budget	Finance
WS	BN	TS	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Petition for Road Abandonment

Plat

Vicinity Map



Hall County Government
 COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
 ENGINEERING DIVISION

PETITION FOR ROAD ABANDONMENT/CLOSING

POST OFFICE DRAWER 1435
 GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Srikanth Yamala

PUBLIC WORKS AND
 UTILITIES DIRECTOR
Bill Nash, P.E.

COUNTY ENGINEER
Frank Miller, P.E.

We, the undersigned property owners, presently own land that abuts Pass Drive and Biscayne Boulevard respectfully request that Pass Drive and Biscayne Boulevard be closed and abandoned by Hall County as follows: (Section or length of road in question) All of Pass Drive from the east right-of-way of Patterson Road to the west right-of-way of Lanier Parkway a.k.a. I-985 (390 +/- feet). All of Biscayne Boulevard from the east right-of-way of Patterson Road to the west right-of-way of Lanier Parkway a.k.a. I-985 (400 +/- feet).

We are making this request for the following reasons:

1. Dividing the property in multiple sections.

2. Pass Drive and Biscayne lead no where since they are inside the property only. It is a dead end. Please see property details attached

We hereby certify that we represent all of the property owners that abut and have access to this section of: Pass Drive and Biscayne Boulevard.
 (Road Name)

Name (printed)	Signature	Address	Telephone Number
Tomas Villeda	<i>Tomas Villeda</i>	2322 Danbury lane gainesville, GA. 30507	404 328 8296

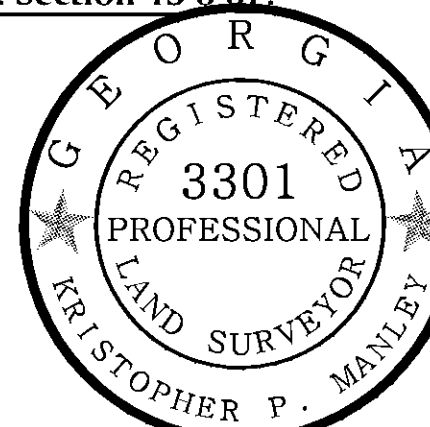
SURVEYORS CERTIFICATIONS

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.

Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Kristopher P. Manley
 Kristopher P. Manley, GA PLS3301

14 NOVEMBER 2022
 Date



DRAWING INFORMATION

F. DATE: 14 NOVEMBER 2022 DATE: 14 NOVEMBER 2022
 DRAWN BY: K.MANLEY PROJECT NO: 22230
 FILE NAME: 22230V.DWG

ATLAS LAND SURVEYING & MAPPING
 97 GRINDLE BROTHERS ROAD ~ MURRAYVILLE, GA 30564
 Phone: 770.532.7203 ~ Email: kris@atlassam.com ~ LSF No: 001344 (EX.06.30.24)

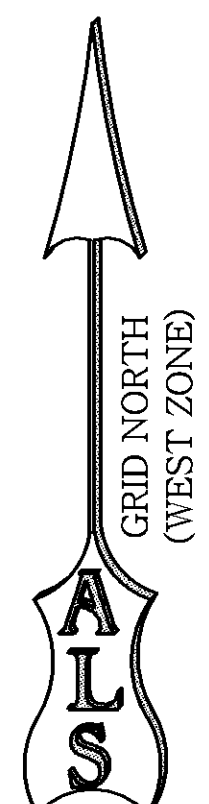
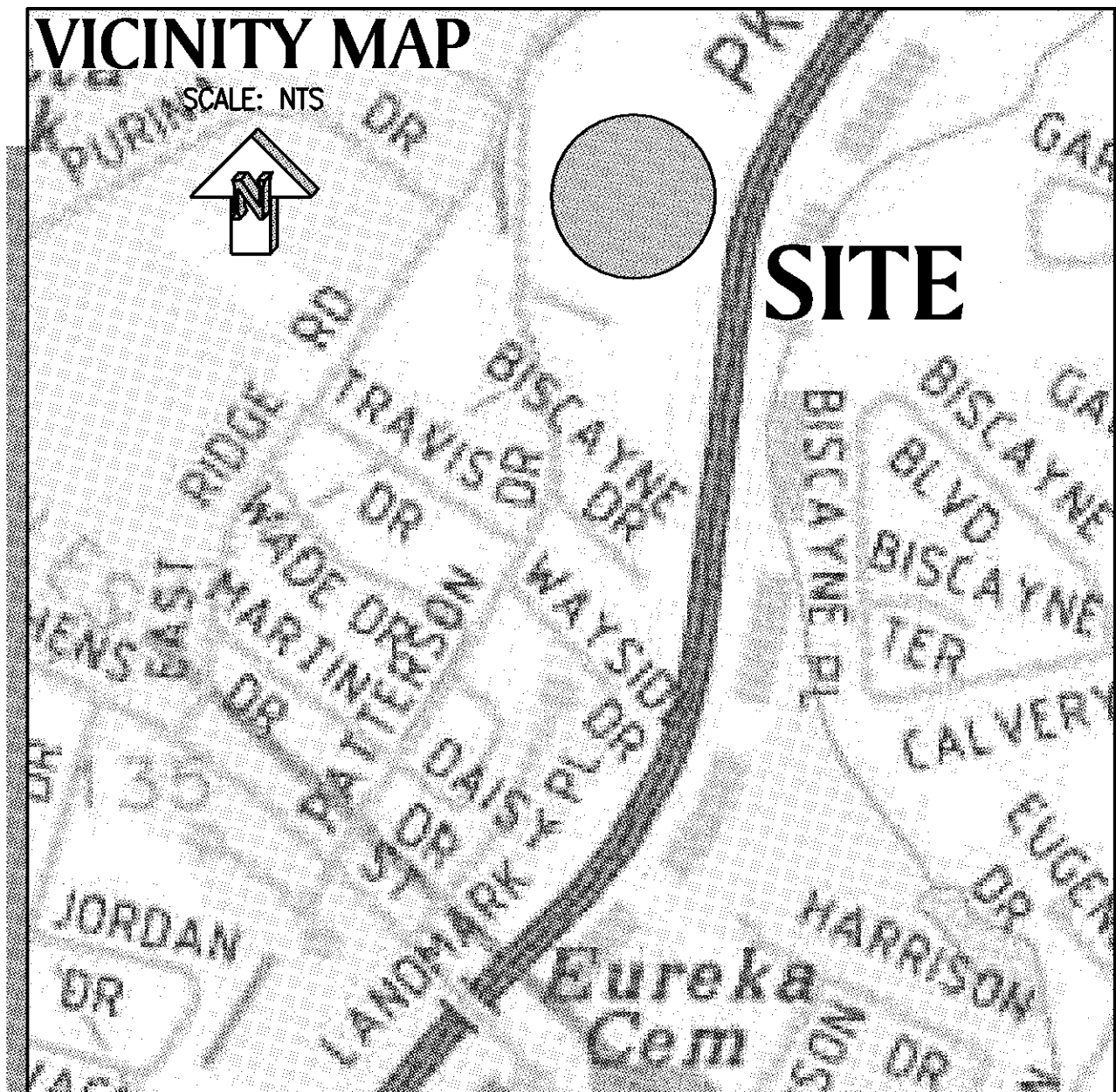
RE-TRACEMENT SURVEY FOR:

TOMAS VILLEDA

GEORGIA MILITIA DISTRICT 411 (GAINESVILLE)
 HALL COUNTY, GEORGIA

REVISIONS

eFiled and eRecorded
 DATE: 11/16/2022
 TIME: 7:20 AM
 PLAT BOOK: 882
 PAGE: 458 - 458
 FILING FEES: \$10.00
 PART ID: 8016264034
 RECORDED BY: EAR
 Charles Baker, C.S.C
 Hall County, GA



SURVEYORS NOTES

- DATUM**
STATE PLANE GRID (GEORGIA WEST ZONE) AS DEFINED BY NAD83 & NAVD88 ESTABLISHED BY NETWORK RTK OBSERVATIONS
U.S. SURVEY FEET
- CLOSURE STATEMENT**
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 20,364 FEET AND AN ANGULAR ERROR OF 05 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURES AND THEIR ACCURACIES ARE
TRACT "A": 1 FOOT IN 106,833 FEET
TRACT "B": 1 FOOT IN 73,632 FEET
TRACT "C": 1 FOOT IN 76,402 FEET
TRACT "D": 1 FOOT IN 168,333 FEET
TRACT "E": 1 FOOT IN 168,190 FEET
- EQUIPMENT STATEMENT**
LINEAR AND ANGULAR MEASUREMENTS OBTAINED USING A LEICA TS12 ROBOTIC TOTAL STATION. NETWORK RTK OBSERVATIONS OBTAINED USING A LEICA GS14 GPS RECEIVER.
- TITLE**
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT OF TITLE. THERE COULD BE OTHER MATTERS OF RECORD AFFECTING THE PROPERTY.
- REFERENCE INFORMATION NOT SHOWN**
A. PB 20 PG 120
B. PB 31 PG 234
C. PB 56 PG 236
D. UNRECORDED SURVEY FOR JOHN BLASE; PREPARED BY PATTON LAND SURVEYING; DATED 07 JANUARY 2011
E. GDOT RIGHT-OF-WAY MAP, FEDERAL AID PROJECT F-013-1(13); DATED 21 OCTOBER 1965, LAST REVISED 09 NOVEMBER 1966
- CERTIFICATION**
A. THIS DRAWING WAS PREPARED FOR THE EXCLUSIVE USE FOR THE CLIENT NAMED HEREON AND REPRESENTS A SPECIFIC SCOPE OF SERVICES.
B. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
- STREAMS, BODIES OF WATER, & WETLANDS**
ALL STREAMS, BODIES OF WATER, AND WETLANDS MAY BE SUBJECT TO STATE, COUNTY, AND LOCAL BUFFERS AND/OR RESTRICTIONS. ATLAS LAND SURVEYING & MAPPING, LLC MAKES NO INTERPRETATION REGARDING THESE BUFFERS AND/OR RESTRICTIONS. USERS OF THIS SURVEY ARE CAUTIONED TO CONSULT WITH THE APPROPRIATE GOVERNING AUTHORITIES CONCERNING POSSIBLE BUFFERS OR RESTRICTIONS. ATLAS LAND SURVEYING & MAPPING, LLC DISCLAIMS ALL LIABILITY FOR ANY ISSUES THAT MAY ARISE BASED ON BUFFERS AND/OR RESTRICTIONS SHOWN HEREON. ANY BUFFERS, RESTRICTIONS, AND/OR STATEMENTS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY. USER OF THIS INFORMATION IS AT THEIR OWN RISK.
- ZONING/LAND USE**
THE PROPERTY DEPICTED MAY BE SUBJECT TO ADDITIONAL ZONING/LAND USE ORDINANCE AND/OR RESTRICTIONS. ATLAS LAND SURVEYING & MAPPING, LLC MAKES NO INTERPRETATION REGARDING THESE ORDINANCE AND/OR RESTRICTIONS. USERS OF THIS SURVEY ARE CAUTIONED TO CONSULT WITH THE APPROPRIATE GOVERNING AUTHORITIES CONCERNING THESE ORDINANCE AND/OR RESTRICTIONS. ATLAS LAND SURVEYING & MAPPING, LLC DISCLAIMS ALL LIABILITY FOR ANY ISSUES THAT MAY ARISE BASED ON ORDINANCE AND/OR RESTRICTIONS SHOWN HEREON. ANY ZONING/LAND USE ORDINANCE, RESTRICTIONS, AND/OR STATEMENTS THEREOF SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY. USER OF THIS INFORMATION IS AT THEIR OWN RISK.
- BISCAYNE BOULEVARD & PASS DRIVE**
THIS SURVEYOR HAS FOUND NOT RIGHT-OF-WAY ABANDONMENT DOCUMENTATION REGARDING THE ABOVE ROAD WAYS. THIS SURVEYOR HAS CONTACTED HALL COUNTY ENGINEERING DEPARTMENT, THEY HAVE NO RECORD OF ABANDONMENT OF THE ABOVE ROAD WAYS.

ABBREVIATION LEGEND

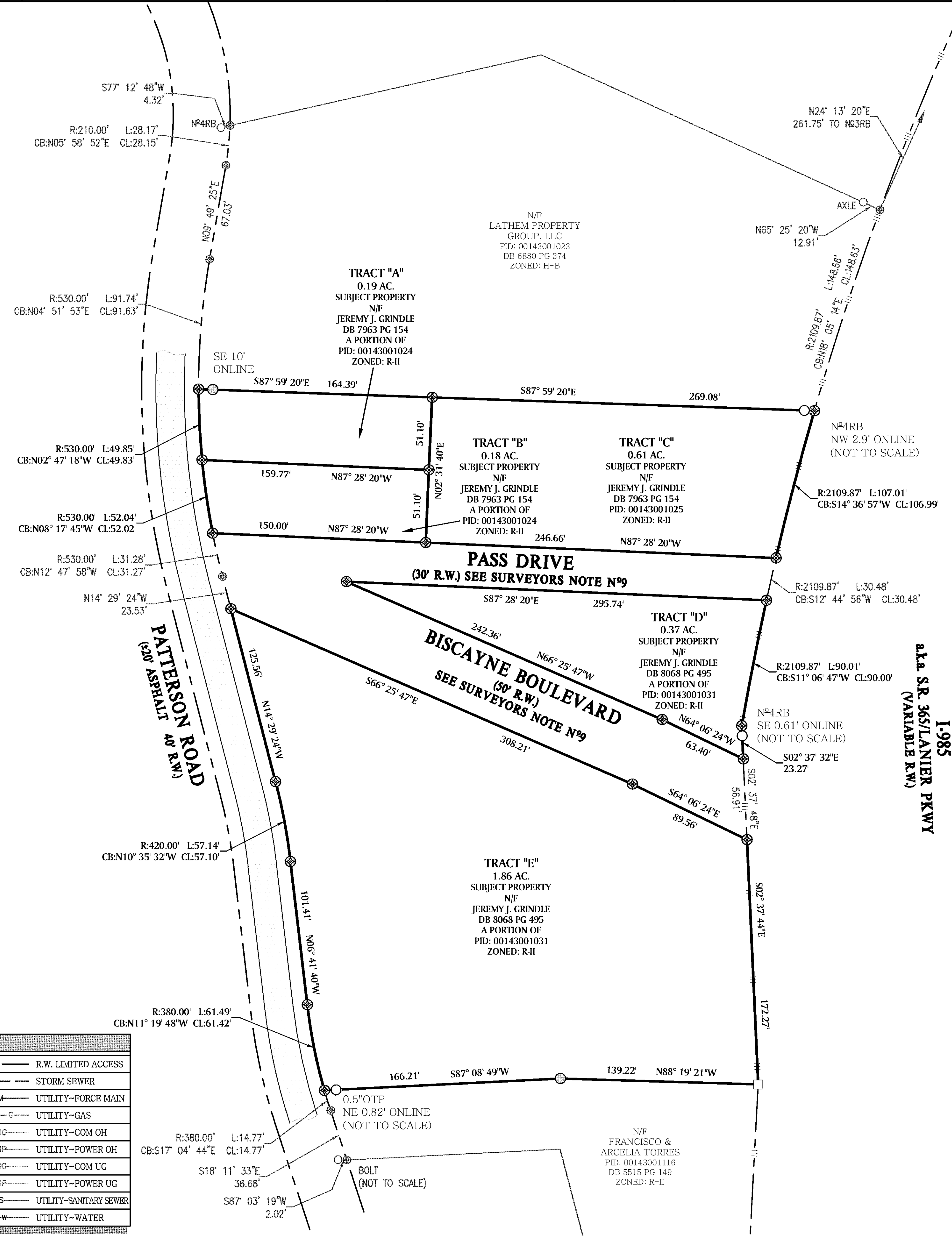
AC ACRES	OCS OUTLET CONTROL STRUCTURE
BSL BUILDING SETBACK LINE	OTP OPEN TOP PIPE
CL CENTERLINE	PBS PLAT BOOK/SIDE
COM COMMUNICATIONS	PG PAGE
CONC CONCRETE	PID PARCEL IDENTIFICATION NUMBER
CIP CRIMP TOP PIPE	PL PROPERTY LINE
DB DEED BOOK	POBC POINT OF BEGINNING/COMMENCEMENT
EST ESTABLISHES	RBC REBAR W/CAP
LLL LANDLOT LINE	RB REBAR
LSS LANDSCAPE STRIP	RW RIGHT OF WAY
NA NOT AVAILABLE OR ACCESSIBLE	SSE SANITARY SEWER EASEMENT
NF NOW OR FORMERLY	STE STORM EASEMENT
OH OVERHEAD	UG UNDERGROUND

SYMBOL LEGEND

☒ BOX (P-POWER, COM-COMMUNICATION)	☐ MONUMENT SET
⊙ COMPUTED POINT (NOT MONUMENTED)	▨ RUMBLE STRIP
⊙ CLEANOUT	○ UTILITY POLE
⊙ FIRE DEPT CONNECTION-BUILDING	○ PROPERTY CORNER FOUND
⊙ FIRE DEPT CONNECTION-POST	○ PROPERTY CORNER SET (NO. 4 RB)
⊙ FIRE HYDRANT	⊙ STREET SIGN
⊙ GREASE TRAP(T)	⊙ TEST/BORE HOLE
⊙ GUY WIRE	⊙ TRAFFIC CONTROL BOX
⊙ LIGHT POLE	⊙ TRAFFIC SIGNAL POLE
⊙ MANHOLE (P-POWER, S-SANITARY SEWER)	⊙ TRAFFIC WALK POLE
⊙ METER (P-POWER, W-WATER, G-GAS)	⊙ VALVE (G-GAS, W-WATER)
☐ MONUMENT FOUND	⊙ WIRE PULLBOX (P-POWER, TC-TRAFFIC)

LINE LEGEND

--- C/L-STREAM	--- R.W. LIMITED ACCESS
--- FENCE	--- STORM SEWER
--- FLOODPLAIN	--- UTILITY-FORCE MAIN
--- FLOODWAY	--- UTILITY-GAS
--- GUARDRAIL	--- UTILITY-COM OH
--- P/L-ADJACENT	--- UTILITY-POWER OH
--- P/L-EXTERIOR	--- UTILITY-COM UG
--- P/L-INTERIOR	--- UTILITY-POWER UG
--- RAILROAD	--- UTILITY-SANITARY SEWER
--- RIGHT-OF-WAY	--- UTILITY-WATER

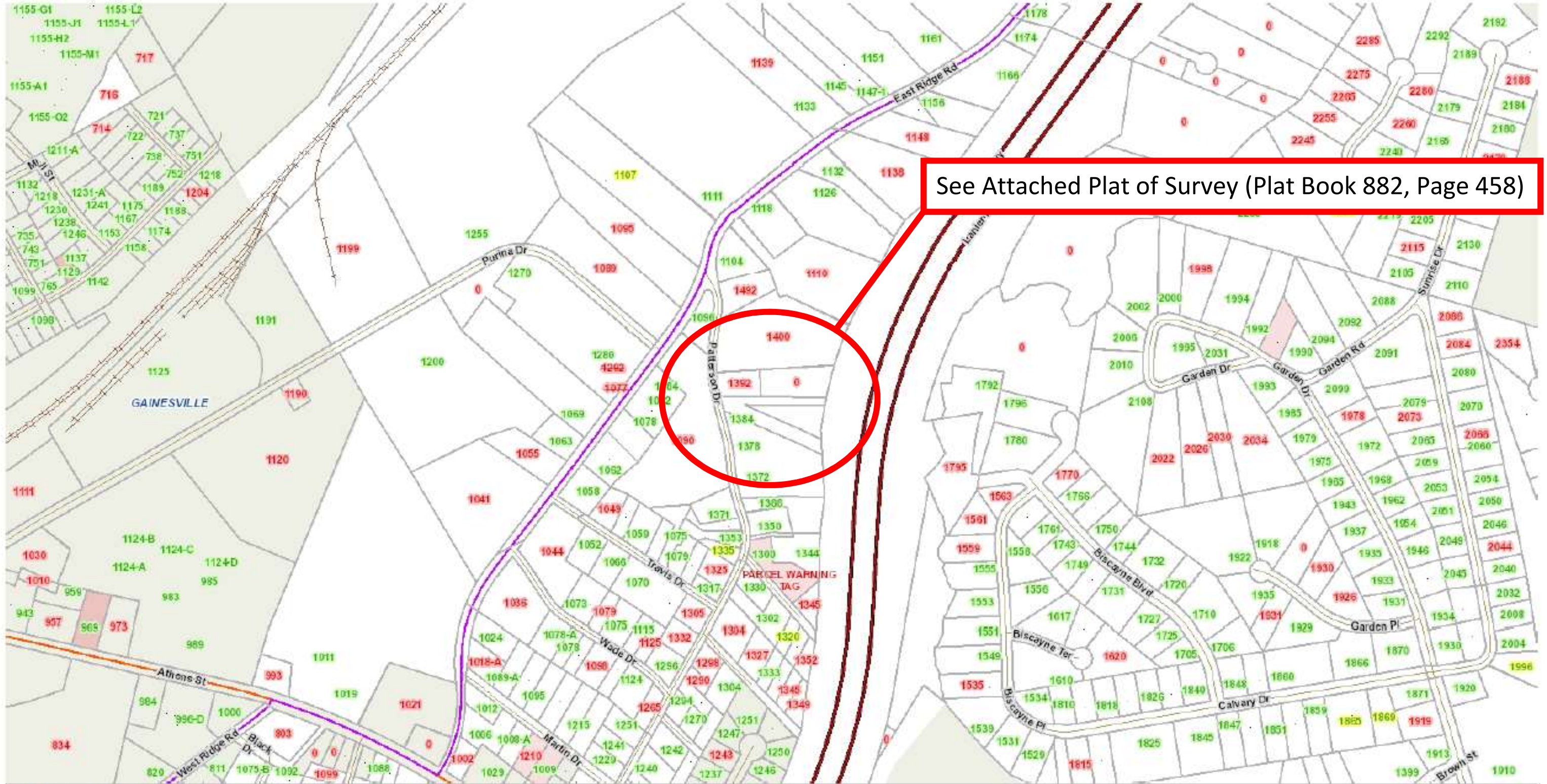


I-985
 aka S.R. 365/LANIER PKWY
 (VARIABLE R.W.)

N/F FRANCISCO & ARCELIA TORRES
 PID: 00143001116
 DB 5515 PG 149
 ZONED: R-II

PASS DRIVE AND BISCAYNE BOULEVARD - RIGHT-OF-WAY ABANDONMENT

Petition from Mr. Tomas Villeda to abandon the right-of-way of Pass Drive and Biscayne Boulevard (approx. 0.695 +/- acres).



See Attached Plat of Survey (Plat Book 882, Page 458)

Map Printed On 2023-06-06 14:24

COMMENTS All of Pass Drive from the east right-of-way of Patterson Road to the west right-of-way of Lanier Parkway a.k.a. I-985 (390 +/- feet). All of Biscayne Boulevard from the east right-of-way of Patterson Road to the west right-of-way of Lanier Parkway a.k.a. I-985 (400 +/- feet).



AGENDA ITEM

Sheriff's Office

REPORT TO: Work Session (08/07/23)
REPORT TO: Voting Meeting (08/10/23)
ITEM NO: 425/2023
SUBJECT: Approve the FY 2024 School Resource Officer annual agreement between Hall County and the Hall County Board of Education.

Meetings:

Work Session Date: 08/07/23

Voting Meeting Date: 08/10/23

Executive Summary:

Presenter: CJS
Recommendation: Approve.

Purpose of Request:

Approve the FY 2024 School Resource Officer annual agreement between Hall County and the Hall County Board of Education.

History:

Beginning with the 1999 – 2000 academic year the Hall County Sheriff's Office, the Hall County Board of Commissioners, and the Hall County School System instituted and established a School Resource Officer Program, which placed a Deputy Sheriff in each of the middle and high schools within the Hall County School System for the purpose of providing Law Enforcement Services for the School System. The School Resource Officer Program has received overwhelming acceptance and support from the participating entities and the community in general. The School Resource Officer Program has been extremely successful in creating a safe environment in the Hall County School System as well as providing the students with outstanding role models. Funded 70% by the School Board and 30% by the Hall County Sheriff's Office.

Facts and Issues:

Options:

The purpose of this Memorandum of Agreement (MOA) between the Hall County Sheriff's Office, the Hall County Board of Commissioners, and the Hall County School System is to institute and establish and maintain a School Resource Officer Program, which places a Deputy Sheriff in each of the Middle and High Schools within the Hall County School System for the purpose of providing Law Enforcement Services for the School System. 70% of the total budget in Department 3390 is funded by the School Board.

Funding Requested \$ 684,646.00
Are funds within current budget? Yes
Source of Funds General Fund (70% reimbursed by School Board)
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
SC	SC	TS	TS
Attorney	Administration		Clerk
WLI	CR		JR

Attachments:

Financial Supplement
 School Resource Officer Program FY24 MOU



Hall County Sheriff's Office School Resource Officer Program

FY 2024 - 2023/2024 Academic Year Budget

MEMORANDUM OF AGREEMENT

1. **PURPOSE:** The purpose of this Memorandum of Agreement (MOA) between the Hall County Sheriff's Office (hereinafter referred to as "Sheriff's Office"), the Hall County Board of Commissioners (hereinafter referred to as "Commission"), and the Hall County School System (hereinafter referred to as "School System") is to institute and establish and maintain a School Resource Officer Program. This program places a Deputy Sheriff in each of the Middle and High Schools and 2 roving between Elementary Schools within the School System for the purpose of providing Law Enforcement Services for the School System.
2. **BACKGROUND:** Beginning with the 1999 – 2000 academic year the Sheriff's Office, the Commission, and the School System instituted and established a School Resource Officer Program, which placed a Deputy Sheriff in each of the middle and high schools within the School System for the purpose of providing Law Enforcement Services for the School System. During the 2018 - 2019 academic year a K9 Officer was added. During the 2022 – 2023 academic year and additional School Resource Officer was added at the Lanier Career Academy. The School Resource Officer Program has received overwhelming acceptance and support from the participating entities and the community in general. The School Resource Officer Program has been extremely successful in creating a safe environment in the School System as well as providing the students with outstanding role models. It is the desire of the Sheriff's Office, the Commission, and the School System to fund and continue the School Resource Officer Program and to have an understanding of the financial responsibility of each entity as to those expenditures of the School Resource Officer Program not covered by grant monies.
3. **BY AND THROUGH AGREEMENT HEREIN**, the Sheriff's Office, the Commission, and the School System hereby agree to the following:
4. **SERVICES PROVIDED:** The Sheriff's Office will provide Law Enforcement Services to the School System by providing a School Resource Officer at each of

the School Systems Middle Schools and High Schools, this year adding two additional Officers to roam between Elementary Schools for a total of 16 School Resource Officers in the program. In addition to the School Resource Officers the Sheriff's Office will provide a part-time crossing guard at mutually agreed upon schools throughout the county at the same 70/30 split. The School System is purchasing two drug K9's to add to the program beginning in FY2024 making a total of 3 K9's in the program. The School System is responsible for all K9 expenses. The Sheriff's Office and School System together will continue to split the handler/deputy salaries and benefits 70/30, the same as all other officers in the program.

5. **FUNDING:** For **FY2024**, which encompasses the **2023 – 2024** academic years, the total budget for the School Resource Officer Program will be projected at **\$2,282,155**. This will fund sixteen full time School Resource Officer's salaries, overtime, operating supplies, fuel, training costs, crossing guards. These funds shall be provided by the Commission and the School System based on the previously agreed upon 70% (School System) 30% (Commission) split. Thus, the School System will be responsible for **\$1,597,509** and the Commission will be responsible for **\$684,646**. There is no Grant Funding for **FY2024**. If the total expenditures were to go over or are under the above projected budget for whatever reason, this account will be reconciled at year end at the agreed upon 70/30 split. Monthly review of actual expenditures can be presented as necessary.
6. **RECORDS:** All records pertaining to the School Resource Officer Program will be collected and maintained by the Sheriff's Office. These records shall include employee personnel files, monthly reports, and statistical data. All criminal reports will be maintained by the Sheriff's Office Records Division and will be subject to the Georgia Open Records Laws.
7. **DURATION, MODIFICATION, AND TERMINATION:** The Sheriff's Office, the Commission, and the School System desire to continue the School Resource Officer Program for **FY2024**, the **2023 – 2024** academic year. The Program may not be terminated during the fiscal year, however the program may be terminated at the end of a fiscal year by either party. The party desiring to terminate the program shall notify the other parties of their intentions in writing 60 days prior to terminating the program and only at the conclusion of the fiscal year.
8. **AUTHORITY:** All Sheriff's Office personnel assigned to the School Resource Officer Program shall remain under the chain of command and control of the Sheriff's Office at all times.

9. **FACILITIES AND EQUIPMENT:** The School System will provide office space for each School Resource Officer at the respective school. All equipment and vehicles shall remain the property of the Sheriff's Office and shall be used and maintained in accordance with Sheriff's Office policy.
10. **EMPLOYMENT RIGHTS:** Sheriff's Office employees assigned to the School Resource Officer Program remain employees of the Sheriff's Office and shall not be penalized in any way for participating in the School Resource Officer Program. This includes all employment rights, promotional opportunities, training opportunities, or fringe benefits.
11. **REVIEW AND REVISION:** The School Resource Officer program shall be reviewed annually by all parties. Any modifications to this agreement must be in writing and agreed upon by all parties. This Memorandum of Agreement shall remain in effect for the entire fiscal year of **2024**.
12. **FORCE AND EFFECT:** This MOA, which consist of 13 sections on 3 pages, will enter into effect upon the signature of all parties and will remain in effect until **June 30, 2024**.
13. **THEREFORE,** in affirming this Memorandum of Agreement, the entities hereto, by and through their respective representatives, have executed this document this _____ day of _____, **2023**.

Gerald Couch, Sheriff

Will Schofield, Superintendent of Schools

Richard Higgins, Commission Chairman

Attest: Jennifer Rivera, County Clerk



AGENDA ITEM

Sheriff's Office

REPORT TO: Work Session (08/07/23)

REPORT TO: Voting Meeting (08/10/23)

ITEM NO: 437/2023

SUBJECT: Approve the purchase of twenty (20) vehicles for the Sheriff's Office to Brannen Motor Company of Unadilla, GA and Hardy Chevrolet, Inc. of Gainesville, GA, in the amount of \$826,500.00.

Meetings:

Work Session Date: 08/07/23

Voting Meeting Date: 08/10/23

Executive Summary:

Presenter: LJM

Recommendation:
Approve.

Purpose of Request:

Approve the purchase of twenty (20) vehicles for the Sheriff's Office to Brannen Motor Company of Unadilla, GA and Hardy Chevrolet, Inc. of Gainesville, GA, in the amount of \$826,500.00.

History:

Facts and Issues:

Current vehicle shortage has forced us to purchase vehicles from vendors that have availability. Staff compared this pricing to the Statewide Contract and the pricing listed is comparable to State Contract pricing. Staff recommends that due to a material disruption of goods and services and a lack of inventory, the purchase be considered through the County Ordinance Section 3.10.140(G).

Options:

Due to the vehicle shortage at this time, Brannen in Unadilla, GA has been meeting and sometimes beating the state contract pricing. These vehicles are on the lot. The Sheriff's Office replaces 25 vehicles a year to cycle out old and worn out vehicles.

Funding Requested

\$ 826,500.00

Are funds within current budget?

Yes

Source of Funds

SPLOST VIII and Capital Projects
Fund

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

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
JR	JR	SC	AP
Budget	Finance	Attorney	Administration
TS	WG	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- Brannen - Quote/Buyers Order
- Hardy Chevrolet - Pre-Purchase Documentation
- Comparable Pricing from Other Vendors



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

AGENDA ITEM 437/2023

Funds Requested: \$ 826,500.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII and Capital Projects Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	324-SPLOST VIII	3310-SHERIFF OPERATIONS	542200-MOTOR VEHICLES	\$675,000.00
2024	350-CAPITAL PROJECTS FUND	3310-SHERIFF OPERATIONS	542200-MOTOR VEHICLES	\$151,500.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: LJM

Phone:

678-618-1235



1080 2nd Street
 PO Box 746
 Unadilla, GA 31091
 P: (478) 627-3221 F: (478) 627-9550
www.brannenmotorcompany.com



SOLD TO: HALL CO BOC

DATE: 07/07/2023

INVOICE / QUOTE #

QTY.	DESC.	YEAR	MAKE/ MODEL	NEW OR USED	VIN	PRICE PER UNIT	SALES: GOV/FLEET
1	WHITE	2023	1.CHEVROLET	NEW	1. 1GNSCLE4PR393768	\$47,000.00	K ELLEY/REED
5	---	2023	TAHOE		2. FORD F150 RESPONDER	\$48,500.00	
			2. FORD 150		3. FORD F150 RESPONDER		
			RESPONDER		4. FORD F150 RESPONDER		
					5. FORD F150 RESPONDER		
					6. FORD F150 REDPONDER		
10	BLACK	2023	3. FORD		7. 1FM5K8AB5PGA35290	\$44,400.00	
			INTEREPTOR		8. 1FM5K8AB0PGA35178		
					9. 1FM5K8AB7PGA34304		
					10. 1FM5K8AB3PGA34381		
					11. 1FM5K8AB8PGA62581		
					12. 1FM5K8AB8PGA34277		
					13. 1FM5K8AB7PGA34285		
					14. 1FM5K8AB5PGA35287		
					15. 1FM5K8AB2PGA35280		
					16. 1FM5K8AB3PGA62438		

DEPARTMENT: HALL CO BOC

PHONE CONTACT- HALL CO BOC
 VEHICLE(S)- 1- FORD TAHOE, WHITE IN COLOR, (5) FORD F150
 RESPONDERS, (10) BLACK FORD INTERCEPTORS, NEW NEVER TITLED, NO
 MILES LISTED.

EMAIL- jamey@brannenmotors.com, jake@brannenmotors.com

PRICE OF CAR
 FREIGHT AND
 HANDLING
 OPTIONAL EQUIP.
 ACCESS.

**PRICE DOES
 NOT INCLUDE
 DELIVERY**

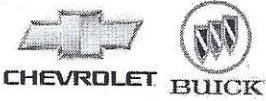
\$ ----

NO ADDED FEES
 GPC APPLIED
 PER UNIT
 \$---

LICENSE AND TITLE

NO TAX (GOV)

	<p style="text-align: center;">TOTAL</p>	<p style="text-align: right;">\$733,500.00</p>
	<p style="text-align: center;">PLEASE FEEL FREE TO CALL OR EMAIL WITH ANY QUESTIONS OR CONCERNS-</p>	<p>JAKE KELLEY GOV/ FLEET BRANNEN MOTORS 229-322-9702 JAKE@BRANNENMOTORS.COM</p>



GMC

Hardy Chevrolet

2115 Browns Bridge Rd - Phone (770) 532-4389
Gainesville GA 30501

Customer Number
Sales Rep. Jody Skaggs
Email

Deal #

MOTOR VEHICLE PURCHASE

Purchaser Hall County S.S. No. Date 08/01/2023

Street Address 2859 Browns Bridge Rd Tel. Home (678) 617-4632

City Gainesville State GA Zip 30504 County Hall Tel. Bus.

Table with columns: Year (2016), Make (Chevrolet), Cyl. (Gas V6), Model (Camaro), Body Style (2dr Car), Stock No. (11828UA), Color (Blue Velvet Metallic), Serial No. (1G1FB1RS2G0151519), Lienholder Address, Mileage at Delivery (122619 / 122702)

Table with columns: Insurance Co., Agent Name, Agent Address, City, State, Zip, Agent Phone #, Policy #, Verified by, Eff. from, Eff to, Ded., LIST PRICE (\$0.00), Dealer Installed Options, Total Sales Price (\$15,000.00), Trade Allowance, Cash Difference (\$15,000.00), Delivery & Handling (\$0.00), Electronic Title Registration (\$0.00), Sub Total (\$15,000.00), GA TAVT or Out of State Taxes (\$0.00), Lc. Trans. Reg. & Other Fees (\$0.00), GA Warranty Rights Fee, Sub Total (\$15,000.00), Payoff Trade One, Payoff Trade Two, Cash Balance Owed (\$15,000.00), Rebate, If Applicable, Cash on Delivery, Unpaid Balance (\$15,000.00), Ext. Service Contract, CL / AH, GAP, Maintenance

Table with columns: DESCRIPTION OF TRADE 1, LIENHOLDER OF TRADE 1, Year, Make, Cyl., Payoff to, Model, Body Style, Address, Tag #, Decal #, City, State, Ser. #, Zip, Phone #, Title, Acct. #, Color, Amount, Good till, Mileage, Quote by

Table with columns: DESCRIPTION OF TRADE 2, LIENHOLDER OF TRADE 2, Year, Make, Cyl., Payoff to, Model, Body Style, Address, Tag #, Decal #, City, State, Ser. #, Zip, Phone #, Title, Acct. #, Color, Amount, Good till, Mileage, Quote by

WARNING - Unless a charge is included in this agreement for Public Liability or Property Damage Insurance, payment for such coverage is not provided by this agreement. Notice to the buyer: (1) Do not sign this agreement before you read it or If It contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TOTAL CASH PRICE \$15,000.00

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY PURCHASER

Page one and two of this order comprise the entire agreement pertaining to the purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature.

I have read, understand and accept all provisions of the Manufacturer's Warranty Statement covering this new vehicle that I am ordering.

Accepted This order not valid until accepted by DEALER OR SALES MANAGER

Purchaser's Signature Sgt. Michael Furr 344
Purchaser's Signature



📍 Near Orlando, FL

Used 2016 Chevrolet Camaro LT 1LT

QUOTE # 1

GOOD VALUE \$16,750 • 113,075 mi (miles)

\$830 below • \$17,580 CARFAX Value ⓘ

Vehicle History

⚠ Moderate damage

🏠 Personal Use

👥 3+ Owners

🔧 Service History

VIN: 1G1FB1RS0G0192957 • Stock #: 192957

Check Availability

📞 Call: (407) 584-4527

✉ Send To: Elite Auto Sales

Hi, my name is

and I'm interested in your **2016 Chevrolet Camaro LT**

I'm in the area and you can reach me at

or

- Is this vehicle still available?
- What payment terms are available?
- When can I test drive this vehicle?
- Add a personal note (optional)
- Email me price drops and new listings for my search.

I agree to receive autodialed and/or prerecorded telemarketing calls/texts from or on behalf of CARFAX and/or seller at the mobile number provided above. I understand that consent is not a condition of purchase. I agree to creating an account subject to the Privacy Statement & Terms of Use

Vehicle Highlights

\$ Price
\$16,750

Mileage
113,075

Body Style
Coupe

MPG City/Hwy
19/28

Drive Type
RWD

Transmission
Automatic

Engine
6 Cyl

Fuel
Flexible-Fuel

Interior Color
Black

Exterior Color
Black

Top Features

Seller Description

113K Miles Automatic Clean title No Mechanical issues Excelents Conditions Financing available

CARFAX Value

\$16,750

Listing Price

GOOD VALUE \$830 below
\$17,580 CARFAX Value ⓘ



What makes this vehicle a good value?

↑ Service History

↑ Personal Vehicle

↓ Damage
See Damage Report >





View FREE CARFAX Report



Dealer Details

Elite Auto Sales

3400 S Orange Blossom Trl Orlando, FL 32839

 (407) 584-4527
 (407) 584-4527

 9:00am - 7:00pm ▾



Payment Calculator

Down Payment / Trade In

\$1,675

10% of \$16,750

Interest Rate (%)

8.62

with good credit

Loan Terms (months)

24

36

48

60

72

Estimated Monthly Payment *

\$310 / mo (month) est. (estimated)

* Estimated payments are for informational purposes only and don't represent a financing offer or guarantee of credit. Estimated payment is based on the price advertised by the seller and doesn't account for any additional fees, taxes or incentives.



📍 Near Indianapolis, IN

Used 2016 Chevrolet Camaro LT 1LT

GREAT VALUE \$17,995 • 126,823 mi (miles)

\$1,415 below • \$19,410 CARFAX Value ⓘ

Quote #2

Vehicle History

No Accident or Damage Reported

Personal Use

2-Owner

Service History

VIN: 1G1FB1RX6G0187032 • Stock #: 187032

Check Availability

📞 Call: (833) 899-0306

Send To: Royal Auto Sales Group LLC

Hi, my name is

First Name

Last Name

and I'm interested in your **2016 Chevrolet Camaro LT**

I'm in the area and you can reach me at

or

- Is this vehicle still available?
- What payment terms are available?
- When can I test drive this vehicle?
- Add a personal note (optional)
- Email me price drops and new listings for my search.

I agree to receive autodialed and/or prerecorded telemarketing calls/texts from or on behalf of CARFAX and/or seller at the mobile number provided above. I understand that consent is not a condition of purchase. I agree to creating an account subject to the Privacy Statement & Terms of Use

Vehicle Highlights

\$ Price \$17,995	Mileage 126,823	Body Style Coupe	MPG City/Hwy 22/31	Drive Type RWD
Transmission Automatic	Engine 4 Cyl	Fuel Gasoline	Interior Color Unspecified	Exterior Color Yellow

Top Features

- Keyless Entry
- Alloy Wheels
- Satellite Radio
- Side Airbags
- Keyless Ignition
- AM/FM
- Adjustable Steering Wheel
- Air Conditioning
- Anti-Lock Brakes
- Chevrolet MyLink
- Cruise Control
- Daytime Running Lights
- Dual Airbags
- Front Knee Airbags (Driver)
- Front Knee Airbags (Passenger)
- Handsfree/Bluetooth Integration

Seller Description

Visit ROYAL MOTORS GROUP online at www.royalmotorsin.com to see more pictures of this vehicle or call us at 317-974-9860 today to schedule your test drive. Visit ROYAL MOTORS GROUP online at www.royalmotorsin.com to see more pictures of this vehicle or call us at 317-974-9860 today to schedule your test drive. Visit ROYAL MOTORS...

CARFAX Value

\$17,995
Listing Price


GREAT VALUE \$1,415 below
\$19,410 CARFAX Value ⓘ



What makes this vehicle a great value?

↑ No Accidents Reported

↑ Service History

↑  Personal Vehicle

[View FREE CARFAX Report](#)




Dealer Details

Royal Auto Sales Group LLC

5359 W 38th St Indianapolis, IN 46254

 (833) 899-0306

 (833) 899-0306

 10:00am - 7:00pm



Payment Calculator

Down Payment / Trade In

\$1,800

10% of \$17,995

Interest Rate (%)

8.62

with good credit

Loan Terms (months)

24

36

48

60

72

Estimated Monthly Payment *

\$333 / mo (month) est. (estimated)

* Estimated payments are for informational purposes only and don't represent a financing offer or guarantee of credit. Estimated payment is based on the price advertised by the seller and doesn't account for any additional fees, taxes or incentives.

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Hardy Chevrolet

2115 Browns Bridge Rd
Gainesville GA 30501
- Phone (770) 532-4389

Customer Number _____
Sales Rep. Jody Skaggs
Email _____

Deal # _____

MOTOR VEHICLE PURCHASE

Purchaser Hall County S.S. No. _____ Date 08/01/2023

Street Address 2859 Browns Bridge Rd Tel. Home (678) 617-4632

City Gainesville State GA Zip 30504 County Hall Tel. Bus. _____

VEHICLE	Year	2018	Make	Kia	Cyl.	Regular	Model	Sorento	Body Style	Sport Utility	Stock No.	27099B	
	Color		Titanium Silver		Serial No.		5XYPGDA3XJG430690						
	Lienholder Address										Mileage at Delivery		71425
INSURANCE	Insurance Co.										LIST PRICE		\$18,950.00
	Agent Name										Dealer Installed Options		
	Agent Address										1.		
	City, State, Zip										2.		
	Agent Phone #										3.		
	Policy #										4.		
	Verified by										5.		
Eff. from: Eff to: Ded.										Total Sales Price		\$17,500.00	
DESCRIPTION OF TRADE 1					LIENHOLDER OF TRADE 1								
Year	Make	Cyl.	Payoff to		Trade Allowance								
Model	Body Style		Address		Cash Difference		\$17,500.00						
Tag #	Decal #		City, State		Delivery & Handling		\$0.00						
Ser. #	Zip:		Phone #:		Electronic Title Registration		\$0.00						
Title	Acct. #		Good till		Sub Total		\$17,500.00						
Color	Amount		Quote by		GA TAVT or Out of State Taxes		\$0.00						
Mileage	Quote by				Lc. Trans. Reg. & Other Fees		\$0.00						
DESCRIPTION OF TRADE 2					LIENHOLDER OF TRADE 2								
Year	Make	Cyl.	Payoff to		Payoff Trade One								
Model	Body Style		Address		Payoff Trade Two								
Tag #	Decal #		City, State		Cash Balance Owed		\$17,500.00						
Ser. #	Zip		Phone #		Rebate, if Applicable								
Title	Acct. #		Good till		Cash on Delivery								
Color	Amount		Quote by		Unpaid Balance		\$17,500.00						
Mileage	Quote by				Ext. Service Contract								
										CL / AH			
										GAP			
										Maintenance			
										TOTAL CASH PRICE		\$17,500.00	

WARNING - Unless a charge is included in this agreement for Public Liability or Property Damage Insurance, payment for such coverage is not provided by this agreement.
Notice to the buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

Page one and two of this order comprise the entire agreement pertaining to the purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature.

Accepted _____ This order not valid until accepted by DEALER OR SALES MANAGER

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY PURCHASER

I have read, understand and accept all provisions of the Manufacturer's Warranty Statement covering this new vehicle that I am ordering.

Purchaser's Signature Sgt. Michael D. Free 394
 Purchaser's Signature _____



📍 Near Aurora, OH

Used 2018 Kia Sorento LX

Quote #1

GREAT VALUE \$17,699 • 70,542 mi (miles)

\$1,231 below • \$18,930 CARFAX Value ⓘ

Vehicle History

No Accident or Damage Reported

Personal Use

CARFAX 1-Owner

Service History

VIN: 5XYPGDA34JG432225 • Stock #: SS10282

Check Availability

📞 Call: (330) 366-1472

✉ Send To: Liberty Ford Aurora

Hi, my name is

First Name

Last Name

and I'm interested in your **2018 Kia Sorento LX**

I'm in the area and you can reach me at

or

- Is this vehicle still available?
- What payment terms are available?
- When can I test drive this vehicle?
- Add a personal note (optional)
- Email me price drops and new listings for my search.

I agree to receive autodialed and/or prerecorded telemarketing calls/texts from or on behalf of CARFAX and/or seller at the mobile number provided above. I understand that consent is not a condition of purchase. I agree to creating an account subject to the Privacy Statement & Terms of Use

Vehicle Highlights

\$ Price \$17,699	Mileage 70,542	Body Style SUV	MPG City/Hwy 21/25	Drive Type AWD
Transmission Automatic	Engine 4 Cyl	Fuel Gasoline	Interior Color Black	Exterior Color Silver

Top Features

Keyless Entry Spoiler Roof Rails Tinted Windows Alloy Wheels Third Row Seating 17 Inch Wheels
Heated Mirrors Satellite Radio Front Bench Seat 3rd Row Bench Seat 3rd Row Split/Folding Seats
4-Wheel Disc Brakes 4-Wheel Independent Suspension 6 Speakers AM/FM Adjustable Steering Wheel

Seller Description

Sparkling Silver 2018 Kia Sorento LX AWD 2.4L DOHC

Please inquire for a personalized Video Walk-Around of this vehicle! We are offering FREE at Home Delivery on this...

CARFAX Value

\$17,699


Listing Price

GREAT VALUE \$1,231 below
\$18,930 CARFAX Value ⓘ



What makes this vehicle a great value?

↑ No Accidents Reported

↑  Regular Oil Changes

↑  1-Owner Vehicle

↑  Personal Vehicle






[View FREE CARFAX Report](#)

Dealer Details

Liberty Ford Aurora

900 N Aurora Rd Aurora, OH 44202

 (330) 366-1472
 (330) 366-1472

 9:00am - 6:00pm 
Open Now



Payment Calculator

Down Payment / Trade In

\$1,770

10% of \$17,699

Interest Rate (%)

8.62

with good credit

Loan Terms (months)

24

36

48

60

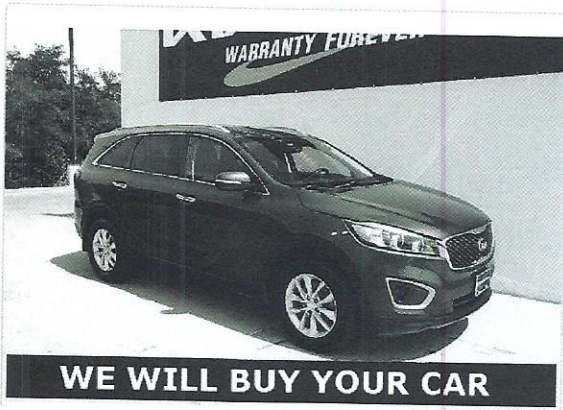
72

Estimated Monthly Payment *

\$328 / mo (month) est. (estimated)

* Estimated payments are for informational purposes only and don't represent a financing offer or guarantee of credit. Estimated payment is based on the price advertised by the seller and doesn't account for any additional fees, taxes or incentives.

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📍 Near Rolla, MO

Used 2018 Kia Sorento LX

GREAT VALUE → \$18,312 • 65,428 mi (miles)

\$1,428 below • \$19,740 CARFAX Value ⓘ

was \$0 on 07/16/2023

QUOTE #2

Vehicle History

No Accident or Damage Reported

Personal Use

2-Owner

Service History

VIN: 5XYPG4A37JG388351 • Stock #: U8388351

Check Availability

📞 Call: (573) 889-2753

Send To: Kingdom Kia

Hi, my name is

First Name

Last Name

and I'm interested in your **2018 Kia Sorento LX**

I'm in the area and you can reach me at

or

- Is this vehicle still available?
- What payment terms are available?
- When can I test drive this vehicle?
- Add a personal note (optional)
- Email me price drops and new listings for my search.

I agree to receive autodialed and/or prerecorded telemarketing calls/texts from or on behalf of CARFAX and/or seller at the mobile number provided above. I understand that consent is not a condition of purchase. I agree to creating an account subject to the Privacy Statement & Terms of Use

Vehicle Highlights

\$ Price \$18,312	Mileage 65,428	Body Style SUV	MPG City/Hwy 21/28	Drive Type FWD
Transmission Automatic	Engine 4 Cyl	Fuel Gasoline	Interior Color Black	Exterior Color Gray

Top Features

Keyless Entry Spoiler Roof Rails Alloy Wheels 17 Inch Wheels Heated Mirrors Satellite Radio Cloth Seats
 4-Wheel Disc Brakes 4-Wheel Independent Suspension 5-Passenger Seating 6 Speakers AM/FM
 Adjustable Steering Wheel Air Conditioning Anti-Lock Brakes Anti-Theft System Auto Climate Control

Seller Description

Platinum Graphite 2018 Kia Sorento LX ***WARRANTY FOREVER***, ***LOCAL TRADE IN***, ***BLUETOOTH HANDSFREE MOBILE***, ***REAR VIEW BACK UP CAMERA***, ***ALL VEHICLES COME WITH A FULL TANK OF GAS***, ***NEW OWNERS PACKAGE: 1ST OIL CHANGE IS \$10 & 2ND IS FREE, 1ST FREE INSPECTION, 1ST FREE...

CARFAX Value

\$18,312


Listing Price

GREAT VALUE \$1,428 below
 \$19,740 CARFAX Value ⓘ



What makes this vehicle a great value?

↑ No Accidents Reported

↑  Personal Vehicle

↑  Service History

↑  Prior Certified Pre-Owned




[View FREE CARFAX Report](#)


Dealer Details

Kingdom Kia

2600 N Bishop Ave Rolla, MO 65401

 (573) 889-2753

 (573) 889-2753

 9:00am - 6:00pm 
Open Now



Payment Calculator

Down Payment / Trade In

\$1,831

10% of \$18,312

Interest Rate (%)

8.62

with good credit

Loan Terms (months)

24

36

48

60

72

Estimated Monthly Payment *

\$339 / mo (month) est. (estimated)

* Estimated payments are for informational purposes only and don't represent a financing offer or guarantee of credit. Estimated payment is based on the price advertised by the seller and doesn't account for any additional fees, taxes or incentives.

[Home](#) › [Used Cars](#) › [Kia Sorento](#) › [2018](#) › [LX](#) › [Rolla, MO](#)



Hardy Chevrolet

2115 Browns Bridge Rd - Phone (770) 532-4389
 Gainesville GA 30501

Customer Number _____
 Sales Rep. Jody Skaggs
 Email _____

Deal # _____

MOTOR VEHICLE PURCHASE

Purchaser Hall County S.S. No. _____ Date 08/01/2023

Street Address 2859 Browns Bridge Rd Tel. Home (678) 617-4632

City Gainesville State GA Zip 30504 County Hall Tel. Bus. _____

VEHICLE	Year	Make	Cyl.	Model	Body Style	Stock No.
	2021	Toyota	Regular	4Runner	Sport Utility	27346A
	Color	Serial No.				
	Gray	JTENU5JR3M5885318				
	Lienholder Address					Mileage at Delivery
						62599

INSURANCE	Insurance Co.	LIST PRICE		\$0.00
	Agent Name	Dealer Installed Options		
	Agent Address	1.		
	City, State, Zip	2.		
	Agent Phone #	3.		
	Policy #	4.		
	Verified by	5.		
Eff. from:	Eff to:	Ded.	Total Sales Price	\$40,500.00
			Trade Allowance	

DESCRIPTION OF TRADE 1			LIENHOLDER OF TRADE 1																	
Year	Make	Cyl.	Payoff to																	
Model	Body Style		Address																	
Tag #	Decal #		City, State																	
Ser. #			Zip: Phone #:																	
Title			Acct. #																	
Color			Amount Good till																	
Mileage			Quote by																	
<table border="1"> <tr> <td>Cash Difference</td> <td>\$40,500.00</td> </tr> <tr> <td>Delivery & Handling</td> <td>\$0.00</td> </tr> <tr> <td>Electronic Title Registration</td> <td>\$0.00</td> </tr> <tr> <td>Sub Total</td> <td>\$40,500.00</td> </tr> <tr> <td>GA TAVT or Out of State Taxes</td> <td>\$0.00</td> </tr> <tr> <td>Lc. Trans. Reg. & Other Fees</td> <td>\$0.00</td> </tr> <tr> <td>GA Warranty Rights Fee</td> <td></td> </tr> <tr> <td>Sub Total</td> <td>\$40,500.00</td> </tr> </table>					Cash Difference	\$40,500.00	Delivery & Handling	\$0.00	Electronic Title Registration	\$0.00	Sub Total	\$40,500.00	GA TAVT or Out of State Taxes	\$0.00	Lc. Trans. Reg. & Other Fees	\$0.00	GA Warranty Rights Fee		Sub Total	\$40,500.00
Cash Difference	\$40,500.00																			
Delivery & Handling	\$0.00																			
Electronic Title Registration	\$0.00																			
Sub Total	\$40,500.00																			
GA TAVT or Out of State Taxes	\$0.00																			
Lc. Trans. Reg. & Other Fees	\$0.00																			
GA Warranty Rights Fee																				
Sub Total	\$40,500.00																			

DESCRIPTION OF TRADE 2			LIENHOLDER OF TRADE 2																							
Year	Make	Cyl.	Payoff to																							
Model	Body Style		Address																							
Tag #	Decal #		City, State																							
Ser. #			Zip Phone #																							
Title			Acct. #																							
Color			Amount Good till																							
Mileage			Quote by																							
<table border="1"> <tr> <td>Payoff Trade One</td> <td></td> </tr> <tr> <td>Payoff Trade Two</td> <td></td> </tr> <tr> <td>Cash Balance Owed</td> <td>\$40,500.00</td> </tr> <tr> <td>Rebate, if Applicable</td> <td></td> </tr> <tr> <td>Cash on Delivery</td> <td></td> </tr> <tr> <td>Unpaid Balance</td> <td>\$40,500.00</td> </tr> <tr> <td>Ext. Service Contract</td> <td></td> </tr> <tr> <td>CL / AH</td> <td></td> </tr> <tr> <td>GAP</td> <td></td> </tr> <tr> <td>Maintenance</td> <td></td> </tr> <tr> <td>TOTAL CASH PRICE</td> <td>\$40,500.00</td> </tr> </table>					Payoff Trade One		Payoff Trade Two		Cash Balance Owed	\$40,500.00	Rebate, if Applicable		Cash on Delivery		Unpaid Balance	\$40,500.00	Ext. Service Contract		CL / AH		GAP		Maintenance		TOTAL CASH PRICE	\$40,500.00
Payoff Trade One																										
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Cash Balance Owed	\$40,500.00																									
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Ext. Service Contract																										
CL / AH																										
GAP																										
Maintenance																										
TOTAL CASH PRICE	\$40,500.00																									

WARNING - Unless a charge is included in this agreement for Public Liability or Property Damage Insurance, payment for such coverage is not provided by this agreement.

Notice to the buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

Page one and two of this order comprise the entire agreement pertaining to the purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature.

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY PURCHASER

I have read, understand and accept all provisions of the Manufacturer's Warranty Statement covering this new vehicle that I am ordering.

Accepted _____

Purchaser's Signature Sgt. Michael Lee 314

This order not valid until accepted by DEALER OR SALES MANAGER

Purchaser's Signature _____

DealerRater® (<https://www.dealerrater.com/>)



[WRITE A REVIEW \(/CONSUMER/WRITEREVIEWS/0\)](/CONSUMER/WRITEREVIEWS/0)

Powered by  (<https://www.cars.com/shopping/>)

2021 Toyota 4Runner

\$41,500 • Used

QUOTE # 1



[CONTACT DEALERSHIP](#)

Basics

Condition

Used
DealerRater[®] (<https://www.dealerrater.com/>)
 Black / Graphite

**Interior Color**

WRITE A REVIEW (/CONSUMER/WRITEREVIEWS/0)

Drivetrain

Four-Wheel Drive

Transmission

Automatic

Fuel

Gas

Engine

4.0L V6 24V MPFI DOHC

VIN

JTENU5JR2M5927946

Stock Number

P927946

Mileage

63,588

Free Carfax Report (http://www.cars.com/cfm/ccc_displayhistoryrpt.cfm?partner=DRI_0&vin=JTENU5JR2M5927946)

Features

Exterior

- Alloy Wheels
- Tow Hitch

Seating

- Heated Seats
- Leather Seats

Convenience

- Adaptive Cruise Control
- HomeLink
- Navigation System

Safety

- Brake Assist
- Stability Control
- Backup Camera
- Lane Departure Warning

[View Full List of Features](#)

Seller's Comments

This 2021 Toyota 4Runner SR5 Premium in Red features: 4Runner SR5 Premium, 4D Sport Utility, 4.0L V6 SMPI DOHC, 5-Speed Automatic with Overdrive, 4WD, Red, Black/Graphite w/Leather Seat Trim.



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 - [Buying a Used Car](#)



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Get a Kelley Blue Book instant cash offer.

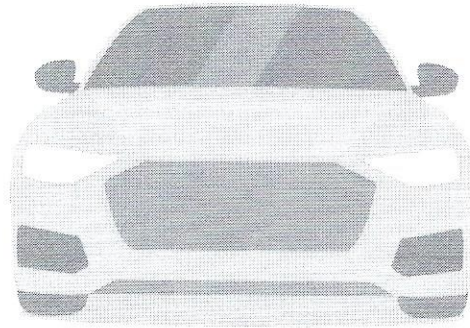
- [Find Local Dealers](#)

[View more vehicles like this one](#)

Used 2021 Toyota 4Runner SR5 Premium w/ Moonroof Package

Compare
Share
Save

KBB.com Consumer Vehicle Rating 4.6(342)



No Image Available

- 58,560 miles
- 4.0L 6-Cylinder Gas Engine
- 16 City / 19 Highway
- Black Exterior
- Sr5 Softex Softex In Graphite Interior
- 5-Speed Automatic Transmission
- 4 wheel drive

My Wallet

CREDIT & TERM
Very Good(700 - 739)

BUDGET
Set a Budget

DOWN PAYMENT
20%

TRADE-IN

TRADE-IN
Add a vehicle

QUOTE #2

- [Finance](#)
- [Cash](#)

Build Your Offer

Listing Price \$42,500

Est. Trade-In Value

Get your Kelley Blue Book Value

\$0

Amount Owed on Trade

\$0

Down Payment

\$0

Taxes & Fees

[Get Taxes & Fees](#)

Amount Financed \$42,500

Credit Rating

Very Good (700-739) v

Term

60 mo. v

Estimated Payment

877/mo.*

Ally 8.77% APR for 60 mo.

Get Pre-Qualified

Send Offer Continue Online

*Est. payment based on vehicle price (excluding taxes and fees) and associated lender rates for qualified buyers, term length and any associated trade-in equity or down payment from buyer. Contingent upon seller's acceptance of these terms. Terms may vary.

Get insurance quotes for this vehicle from Insurify.com

Get a Quote

xClose alert Whoops! We experienced an issue getting a quote for this vehicle. Please try again.

Build Your Offer

Listing Price \$42,500

Est. Trade-In Value

Get your Kelley Blue Book Value 

\$0

Amount Owed on Trade

\$0

Taxes & Fees

Estimated Cash Payment

42,500*

Send Offer Continue Online

*\$42,500 based on vehicle price (excluding applicable taxes and fees) with trade-in equity of \$0. These terms will be sent to the dealer for review. Dealer may contact you regarding this information. Acceptance of these terms and sale of the vehicle are at the sole discretion of the dealer.

Get insurance quotes for this vehicle from Insurify.com

Get a Quote

xClose alert Whoops! We experienced an issue getting a quote for this vehicle. Please try again.

Seller Comments

Stock#: 23T503A|VIN: JTENU5JR5M5941419

Every effort is made to insure the accuracy of the information contained in this classified listing. Dealer is not responsible for errors or omissions as much of the information is compiled from 3rd party data source feeds.

Dealer Disclosure: Sales Tax, Title, License Fee, Registration Fee, Dealer Documentary Fee, Finance Charges, Emission Testing Fees and Compliance Fees are additional to the advertised price.

42,500

See estimated payment

Toyota of Bowling Green

 KBB.com Dealer Rating 4.8(1415)

(270) 715-2527

2398 Scottsville Rd., Bowling Green, KY 42104

Delivery

Estimated Delivery Cost: \$218. Contact for details.


I'm Interested In...

This Vehicle's Availability

More Information

Scheduling a Test Drive

Vehicle History Report

Message Is your Used 2021 Toyota 4Runner SR5 

First Name

HARDY CHEVROLET, INC.
2115 BROWN'S BRIDGE ROAD
GAINESVILLE, GA 30501
770/532 4389

RETAIL PURCHASE AGREEMENT

CUST# 1791

Dealership License #: _____ Deal #: 89257

Purchaser's Name(s): HALL CO SHERIFF DEPT Date: 08/01/2023

Address: PO DRAWER 1435 GAINESVILLE GA 30503 County: _____

Telephone (1): 770-718-2383 Telephone (2): 770-718-2383 DOB: _____

E-mail: jmorgan@hallcounty.org D.L./State I.D.#: _____ Issuing State: _____ Exp. Date: 08/01/2023

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2023	MAKE CHEVROLET	MODEL TAHOE	COLOR GAZ SUMMIT WHITE	STOCK NO. CSXCCV
VIN/SERIAL NO. 1GN5CNC2PR448136		ODOMETER READING <input type="checkbox"/> Not Accurate 12	SALESPERSON DAVID HORNSBY	
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		

WARRANTY STATEMENT		CASH PRICE OF VEHICLE	
<p>We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside the "Used Vehicle Limited Warranty Applies" is marked below, or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, <u>not</u> ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.</p> <p>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.</p> <p><input type="checkbox"/> We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.</p>		SALES PRICE	63000.00
TRADE-IN VEHICLE INFORMATION			
Year: 2020	Make: FORD	Model: EXPLORER	Color: SILVER
VIN/Serial No.: 1FM5K8HC1LGA10914	Odometer Reading: <input type="checkbox"/> Not Accurate		
Trade-In Allowance: 40000.00	Balance Owed & Lienholder:		
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION		TOTAL DUE	63000.00
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT		LESS DEPOSIT/DOWN PAYMENT*	
<p>*The Deposit/Down Payment received from you is <u>not</u> refundable, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will hold the Vehicle for _____ days.</p> <p><input type="checkbox"/> If this box is marked, the Vehicle you are purchasing must pass an Emissions Inspection. Please see the attached Certificate of Emission Inspection or Waiver.</p>		LESS REBATE	
		TOTAL TRADE DIFFERENCE	40000.00
		LESS CASH DUE AT DELIVERY	
		AMOUNT TO BE FINANCED (See Paragraphs 11 and 14)	23000.00

This agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read and accept all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Sgt. Michael Fox 394
Purchaser

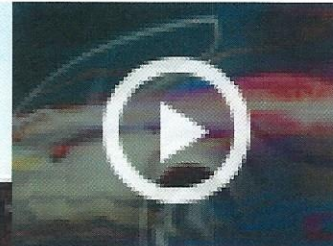
[Signature]
Accepted by Authorized Dealership Representative

Newly Listed

New 2023 Chevrolet Tahoe LT w/ Luxury Package

Compare
Share
Save

 KBB.com Consumer Vehicle Rating 3.3(32)




Video (2)



[View All Media](#)

- 10 miles
- 5.3L 8-Cylinder Gas Engine
- 15 City / 20 Highway
- Summit White Exterior
- Black Leather Seats
- 10-Speed Automatic Transmission
- 2 wheel drive - rear

My Wallet 
 CREDIT & TERM
 Very Good(700 - 739)
 BUDGET
 Set a Budget

DOWN PAYMENT

20%

TRADE-IN



TRADE-IN

Add a vehicle

- [Finance](#)
- [Lease](#)
- [Cash](#)

Build Your Offer

- MSRP \$67,710

QUOTE #2

Listing Price \$67,710

Est. Trade-In Value

Get your Kelley Blue Book Value

\$0

Amount Owed on Trade

\$0

Down Payment

\$6,771

Taxes & Fees

Amount Financed \$60,939

Credit Rating

Good (670-699)

Term

60 mo.

Estimated Payment

1,241/mo.*

Ally 8.21% APR for 60 mo.

Get Pre-Qualified

*Est. payment based on vehicle price (excluding taxes and fees) and associated lender rates for qualified buyers, term length and any associated trade-in equity or down payment from buyer. Contingent upon seller's acceptance of these terms. Terms may vary.

Get insurance quotes for this vehicle from Insurify.com

Whoops! We experienced an issue getting a quote for this vehicle. Please try again.

Because of required fees, Amount Due at Signing might not be adjustable. Talk to the dealer for details.

Est. Trade-In Value

Get your Kelley Blue Book Value

\$0

Amount Owed on Trade

\$0

Lease Overview

Due At Signing

\$0

Est. Adjusted Cap Cost^{\$}67,463

Miles Per Year

12,000 ▼

Credit Rating

Good (670-699) ▼

Lease Term

36 mo. ▼

Taxes & Fees

Estimated Payment

1,057/mo.*

National Average Rateundefined% APR for undefined mo.

[Send Offer](#) [Continue Online](#)

Lease payments starting at \$1,057/mo.* for 36 months, 12,000 total mileage with \$695 acquisition fee and \$ due at signing. See more details

Get insurance quotes for this vehicle from Insurify.com

[Get a Quote](#)

×Close alert Whoops! We experienced an issue getting a quote for this vehicle. Please try again.

- MSRP \$67,710
- Listing Price \$67,710

Build Your Offer

- MSRP \$67,710

Listing Price^{\$}67,710

Est. Trade-In Value

Get your Kelley Blue Book Value 

\$0

Amount Owed on Trade

\$0

Taxes & Fees

Estimated Cash Payment

67,710*

[Send Offer](#) [Continue Online](#)

*\$67,710 based on vehicle price (excluding applicable taxes and fees) with trade-in equity of \$0. These terms will be sent to the dealer for review. Dealer may contact you regarding this information. Acceptance of these terms and sale of the vehicle are at the sole discretion of the dealer.

Get insurance quotes for this vehicle from Insurify.com

[Get a Quote](#)

×Close alert Whoops! We experienced an issue getting a quote for this vehicle. Please try again.

67,710MSRP

See estimated payment

New 2023 Chevrolet Tahoe LT w/ Luxury Package

Compare
Share
Save

 KBB.com Consumer Vehicle Rating 3.3(32)



- 10 miles
- 5.3L 8-Cylinder Gas Engine
- 15 City / 20 Highway
- Summit White Exterior
- Jet Black Leather Seats
- 10-Speed Automatic Transmission
- 4 wheel drive




 My Wallet
 CREDIT & TERM
 Very Good(700 - 739)
 BUDGET
 Set a Budget
 DOWN PAYMENT
 20%

[View All Media](#)

TRADE-IN



TRADE-IN

Add a vehicle

- [Finance](#)
- [Cash](#)

Build Your Offer

Listing Price \$69,790

Est. Trade-In Value

Quote #1

Get your Kelley Blue Book Value



\$0

Amount Owed on Trade

\$0

Down Payment

\$13,958

Taxes & Fees

Not Available

Amount Financed \$55,832

Credit Rating

Very Good (700-739) ▼

Term

60 mo. ▼

Estimated Payment

Confirm financing options with dealer.

1,079/mo.*

National Average Rate 5.99% APR for 60 mo.

Explore Financing

*Est. payment based on vehicle price (excluding taxes and fees) and associated lender rates for qualified buyers, term length and any associated trade-in equity or down payment from buyer. Contingent upon seller's acceptance of these terms. Terms may vary.

Get insurance quotes for this vehicle from Insurify.com

×Close alert Whoops! We experienced an issue getting a quote for this vehicle. Please try again.

Build Your Offer

Listing Price \$69,790

Est. Trade-In Value

Get your Kelley Blue Book Value



\$0

Amount Owed on Trade

\$0

Taxes & Fees

Not Available

Estimated Cash Payment

69,790*

[Send Offer](#)

*\$69,790 based on vehicle price (excluding applicable taxes and fees) with trade-in equity of \$0. These terms will be sent to the dealer for review. Dealer may contact you regarding this information. Acceptance of these terms and sale of the vehicle are at the sole discretion of the dealer.

[Get insurance quotes for this vehicle from Insurify.com](#)

[Get a Quote](#)

[xClose alert](#) Whoops! We experienced an issue getting a quote for this vehicle. Please try again.

69,790MSRP

See estimated payment

Rick Hendrick Chevrolet Buford

 KBB.com Dealer Rating 4.6(10496)

(470) 589-5607

[4490 S. Lee Street, Buford, GA 30518](#)

Delivery

Free Estimated Shipping. Contact for details.

I'm Interested In...


This Vehicle's Availability

More Information

Scheduling a Test Drive

Vehicle History Report

Is your New 2023

Message [Chevrolet Tahoe LT](#) 

First Name

Last Name

Email

Phone(Optional)

[Send Email](#)

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New
2023 Fo
XL 4WD



Estimated Price ⓘ

\$54,256

[Price Details](#)

Include est. taxes and fees ⓘ

Unlock Dealer Details

Get this vehicle

📍 **Pickup from dealership**
Fayetteville, NC

🚚 **Delivery**
Contact dealer for options

⊗ Fuel Type: Gas

📊 17 city / 23 highway

⚙️ Automatic Transmission

🚙 4WD

🔧 3.5L V-6 Gas Turbocharged

Listed:
47 days ago

VIN:
1FTFW1P80PKD81891

Stock Number:
FP2485

Popular Features

 Premium Wheels

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- Backup Camera
- Parking Sensors
- Bluetooth

[See All Features](#)

Options & Packages

Equipment Group 150a Base Included

[See All](#)



Get a Free Insurance Quote

Get free insurance quotes from
select providers

Get Quote

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Come see this capable 2023 FORD F-150 POLICE RESPONDER XL 4WD SUPERCREW 5.5' BOX. ENGINE: 3.5L V6 ECOBOOST -inc: 120-MPH top speed (STD).* This FORD F-

MSRP

The Manufacturer's Suggested Retail Price ("MSRP"), sometimes known as the sticker price, is the retail price suggested by the manufacturer. Because the MSRP is a suggestion from the manufacturer, a dealer can choose to sell a vehicle above or below the MSRP. Many vehicles are sold above or below MSRP. The MSRP of a vehicle does not include all fees and charges that you may have to pay to buy, lease or register the vehicle. For example, the MSRP does not include taxes, tag, title, license, or registration fees, any transportation, or delivery fees, or any documentation or similar administrative fees charged by the dealer. The MSRP also does not include the cost of any dealer-installed accessories, extended warranty, insurance, protection products, or financing charges.

MPG

Based on current year EPA mileage ratings. Use for comparison purposes only. Your actual mileage will vary, depending on how you drive and maintain your vehicle, driving conditions, battery pack age/condition (hybrid models only) and other factors.

Dealer Discount

Dealer Discount represents the amount you will save off the MSRP for the vehicle with the specific VIN listed offered by LaFayette Ford. MSRP is determined by the manufacturer and may not reflect the price at which vehicles are generally sold in the dealer's trade area.

[New Cars Search](#) > [Ford](#) > [F-150 Police Responder](#) > [2023](#) > VIN: 1FTFW1P80PKD81891

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New
2023 Fo
XL 4WD



Estimated Price ⓘ

\$56,486

[Price Details](#)

Include est. taxes and fees ⓘ

Unlock Dealer Details

S

Get this vehicle

📍 **Pickup from dealership**
Murfreesboro, TN

🚚 **Delivery**
Contact dealer for options

⊗ Fuel Type: Gas

📊 17 city / 23 highway

⚙️ Automatic Transmission

🚙 4WD

🛢️ 3.5L V-6 Gas Turbocharged

Listed:
2 days ago

VIN:
1FTFW1P87PKE93667

Stock Number:
KE93667

Popular Features

 Premium Wheels

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- Backup Camera
- Parking Sensors
- Bluetooth

[See All Features](#)



Get a Free Insurance Quote

Get free insurance quotes from select providers

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Seller Notes

2023 Ford F-150 Police Responder XL 4WD 3.5L V6 10-Speed Automatic BlueThis vehicle includes the following features and options: GVWR: 7,050 lbs. [...See More Seller Notes](#)

MSRP

The Manufacturer's Suggested Retail Price ("MSRP"), sometimes known as the sticker price, is the retail price suggested by the manufacturer. Because the MSRP is a suggestion from the manufacturer, a dealer can choose to sell a vehicle above or below the MSRP. Many vehicles are sold above or below MSRP. The MSRP of a vehicle does not include all fees and charges that you may have to pay to buy, lease or register the vehicle. For example, the MSRP does not include taxes, tag, title, license, or registration fees, any transportation, or delivery fees, or any documentation or similar administrative fees charged by the dealer. The MSRP also does not

include the cost of any dealer installed accessories, extended warranty, insurance, protection

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MPG

Based on current year EPA mileage ratings. Use for comparison purposes only. Your actual mileage will vary, depending on how you drive and maintain your vehicle, driving conditions, battery pack age/condition (hybrid models only) and other factors.

Dealer Discount

Dealer Discount represents the amount you will save off the MSRP for the vehicle with the specific VIN listed offered by Ford of Murfreesboro. MSRP is determined by the manufacturer and may not reflect the price at which vehicles are generally sold in the dealer's trade area.

[New Cars Search](#) > [Ford](#) > [F-150 Police Responder](#) > [2023](#) > VIN: 1FTFW1P87PKE93667

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2023 Fo
AWD



Cash Price

Finance

Estimated Price ⓘ

\$48,320

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Include est. taxes and fees ⓘ

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Get this vehicle

📍 **Pickup from dealership**
McAllen, TX

🚚 **Delivery**
Contact dealer for options

⊗ Fuel Type: Gas

⚙️ Automatic Transmission

🚗 AWD

🔧 3.3L V-6 Gas Supercharged and Turbocharged

Listed:
74 days ago

VIN:
1FM5K8AB9PGB13067

Stock Number:
000J0608

Popular Features

✔️ Multi-Zone Climate Control

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Backup Camera

✓ Parking Sensors

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Options & Packages

Order Code 500a	Included
Engine: 3.3l V6 Direct Injection (Ffv)	-\$2,830 MSRP ✓
Dual (Driver & Passenger) Led Spot Lamps (Unity)	\$620 MSRP

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saddr=Current%2BLocation&daddr=7%20Water%20Street%20%2C%2BHallowell%2C%2BME%2B04347)



1 / 1



2023 Ford Police Interceptor Utility



📍 In Stock

\$47,935
QUIRK FINAL PRICE

Less ▲

MSRP:

\$47,935



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Vehicle Information

Sales: 207-707-4711

Service: 207-536-5429

Parts: 207-850-5001

VIN: **1FM5K8AB7PGA04364**

Sales: +1-207-560-4318



BODY STYLE

SUV



CITY/HIGHWAY

0/0 MPG



EXTERIOR COLOR

Agate Black



ENGINE

6 Cyl - 3.3 L



INTERIOR COLOR

Ebony Cloth



TRANSMISSION

Automatic / AWD

Highlighted Features



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Bluetooth



4WD/AWD



Emergency Brake Assist



Rear View Camera



Tow Hitch/Tow Package



Cruise Control

All Features

Exterior

Interior

Mechanical

Safety

Options

Specs

- Auto On/Off Projector Beam Led Low/High Beam Headlamps
- Black Door Handles
- Black Grille
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Black Side Windows Trim and Black Front Windshield Trim

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