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, October 06, 2025 - 03:00 PM

Call to Order

Appointments for Consideration

1 Approve the appointment of Jorge Gomez to the Chestatee-Chattahoochee Resource Conservation and Development Council (RC&D) to serve an unexpired to December 31, 2025. Commission Districts 1, 2, 3, and 4.

County Attorney

2 Approval and authorization for the Chairman to execute a resolution consenting to the deannexation from the City of Gainesville of approximately 0.155 acres of real property located at 0 Old Oakwood Road, Oakwood, Georgia, subject to review and approval by the County Attorney.

Development Services

3 Public Hearing on the Malt Beverage and Wine Package License for Lakeview Food Mart located at 5974 Jim Crow Road, Flowery Branch, GA 30542. The business owner is AK Ecom Star, LLC. The Managing and Registered Agent is Anila Khan. Commission District 2.

Emergency Management

4 Approve the award of RFQ/P #46-019 911 Public Safety Technology Consultant for Emergency Management to TSG Public Safety Advisors, LLC of Tallahassee, FL, in the amount of $140,000.00.

5 Approve the grant application for the 2028-2033 Hall County Hazard Mitigation Plan to the Georgia Emergency Management and Homeland Security Agency in the amount of $73,788.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. An in-kind match of $16,380.00 is required.

Financial Services

6 Approve the ratification of the declaration of surplus vehicles and authorize the Chairman to execute any and all documents necessary to declare as surplus and unserviceable, subject to review and approval by the County Attorney.

Fire Rescue

7 Approve the award of IFB #020-46 Furnish and Install One (1) Replacement Generator at Fire Station #11 to LSI Electrical Services, Inc. of Gainesville, GA, in the amount of $79,561.50.

Human Resources

8 Approve the annual renewal of the retiree medicare advantage plan with Aetna Medicare of Atlanta, GA; authorization for the Chairman to execute all related documents, subject to the review and approval by the County Attorney. The estimated annual cost of this renewal is $518,275.00.

Planning & Zoning

9 Approve the service level agreement for GIS Managed Services for Planning & Zoning to ROK Technologies, LLC of Mount Pleasant, CA, in the amount of $104,754.00.

10 **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: Industrial park** | Commission District 1 | **K2P Land Partners, LLC, applicant** Note: Tabled at the September 11, 2025 Voting Meeting until the October 7, 2025 Voting Meeting.

11 **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) | on a 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: 700 unit residential development** | Commission District 1 | **K2P Land Partners, LLC, applicant** Note: Tabled at the September 11, 2025 Voting Meeting until the October 7, 2025 Voting Meeting.

12 **1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) | **Proposed Use: Indoor/outdoor storage and warehousing** | Commission District 4 | **Valiant Services c/o David Elder, applicant**

13 **2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 | **Proposed Use: Outdoor recreation** | Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

14 **2196 Centennial Drive | Appeal a Planning Commission Decision |** for a Variance to Table 8.1.1 Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 | **Proposed Use: Outdoor recreation** | Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

Public Works and Utilities

15 Approval and authorization for the Chairman to execute a Utility Relocation Agreement between Hall County and Georgia Power Company regarding the relocation of utility poles for the White Sulphur Road Phase II Realignment Project, subject to review and approval by the County Attorney. The estimated cost is $744,227.00.

16 Approval and authorization for the Chairman to execute Amendment #1 to IFB# 062-43 Construction of a Roundabout at the McEver Road and Lights Ferry Road Intersection for Public Works & Utilities to allow for a quantity-based payment method, adding a substantial and final completion date to the contract, subject to review and approval by the County Attorney. The revised estimated total cost is $3,201,999.25.

Sheriff's Office

17 Approve the ratification of the application and award for the 2026 Georgia Highway Enforcement of Aggressive Traffic (HEAT) Grant for the Sheriff's Office to provide funding for enforcement hours, operating, and travel expenses in the amount of $127,504.80, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. An in-kind match of $85,003.20 is required.

18 Approve the lease agreement for one hundred sixty-five (165) Getac B360 G3 laptops and forty five (45) docks for the Sheriff's Office to PCN Strategies, Inc. of Washington, DC, in the amount of $744,170.00.

19 Approval and authorization for the Chairman to execute Amendment #1 to RFQ/P# 46-009 Inmate Telephone System & Services for the Hall County Jail to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX.

Tax Assessors

20 Approve the 2022, 2023 and 2024 personal property refund in the amount of $3,687.89 for overpayment of Hall County taxes regarding account #336293 to Valentin Pashnyak.

21 Approve the 2024 real property refund in the amount of $3,455.59 for overpayment of Hall County taxes regarding Tax Parcel #08100 001097 in the name of Park Walk Homeowners Association Inc.

County Administrator

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

Commission Time

Executive Session

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

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 (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 601/2025

SUBJECT: Approve the appointment of Jorge Gomez to the Chestatee-Chattahoochee Resource Conservation and Development Council (RC&D) to serve an unexpired to December 31, 2025. Commission Districts 1, 2, 3, and 4.

Meetings:

Work Session Date: 10/06/25 **Voting Meeting Date:** 10/07/25

Executive Summary:

Presenter: B

Recommendation:
n/a

Purpose of Request:
Approve the appointment of Jorge Gomez to the Chestatee-Chattahoochee Resource Conservation and Development Council (RC&D) to serve an unexpired to December 31, 2025. Commission Districts 1, 2, 3, and 4.

History:

The current appointment is Bill Nash, who is no longer with Hall County and would need to be replaced.

Facts and Issues:
Jorge Gomez (Public Works & Utilities Director) is willing to serve.

Options:

Funding Requested	$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-10-07

Approvals:

Approve	Clerk
JR	JR

Approve	Clerk

Attachments:

AGENDA ITEM

County Attorney

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 609/2025

SUBJECT: Approval and authorization for the Chairman to execute a resolution consenting to the deannexation from the City of Gainesville of approximately 0.155 acres of real property located at 0 Old Oakwood Road, Oakwood, Georgia, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 10/06/25 **Voting Meeting Date:** 10/07/25

Executive Summary:

Presenter: J

Recommendation:
Approve

Purpose of Request:

Approval and authorization for the Chairman to execute a resolution consenting to the deannexation from the City of Gainesville of approximately 0.155 acres of real property located at 0 Old Oakwood Road, Oakwood, Georgia, subject to review and approval by the County Attorney.

History:
On or about July 31, 2025, Hall County received notice from the City of Gainesville that the owner of Hall County Tax Parcel 08024 005008A (the "Property") had filed an application with the City for dennexation of a portion of the Property, approximately 0.155 acres, that was left over right of way, from Gainesville to unincorporated Hall County. Gainesville's City Attorney and the Property owner have sought Hall County's consent to the deannxation as required by O.C.G.A. Section 36-36-22. Upon Hall County's consent to the deannxation, Gainesville's City Council can vote to approve the deannexation.

Facts and Issues:
The owner wishes to deannex a portion of its property from the City of Gainesville so that it can subsequently apply for annexation of the property by the adjacent City of Oakwood where it properly belongs.

Options:

Approve or deny the Resolution

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?	2025-10-07

Approvals:

Submit	Budget	Finance	Attorney
JL	JM	TS	JL
Administration		**Clerk**	
CR		JR	

Attachments:

Resolution Consenting to Deannexation
Planning Department Memo and Supporting Documents

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION CONSENTING TO DEANNEXATION

WHEREAS, the Official Code of Georgia Annotated § 36-36-22 provides for a procedure whereby property within the incorporated limits of a city can be deannexed into the unincorporated county; and

WHEREAS, TP-CH Cedar Grove, LLC (the "Owner") is the sole landowner of a certain piece of property consisting of 0.155 +/- acres of land, more or less, currently located within the incorporated city limits of the City of Gainesville and having the address of 0 Old Oakwood Road, Oakwood, Georgia 30566 (the "Property"); and

WHEREAS, the Property is more fully identified as a portion of Hall County Tax Parcel 08024 005008A, and is shown and described more particularly in the maps and aerial photographs contained in documents attached hereto as Exhibit "A"; and

WHEREAS, on or about July 31, 2025, Hall County received a package of documentation from City of Gainesville Community and Economic Development Deputy Director Matt Tate and email communication from City of Gainesville Attorney Abb Hayes, which included a written and signed deannexation application from the Owner containing a complete legal description of the Property attached hereto as Exhibit "B"; and

WHEREAS, the City of Gainesville, Georgia has provided notice to the County that it has received the same deannexation application from the Owner of the Property; and

WHEREAS, O.C.G.A. § 36-36-22 grants the City of Gainesville the authority to deannex the Property upon the written and signed applications of all of the owners of all of the land proposed to be deannexed, other than the owners of public streets, roads, highways, or rights of

way, containing a complete description of the lands to be deannexed and the adoption of a resolution by the governing authority of Hall County, Georgia consenting to the deannexation; and

WHEREAS, the Hall County Board of Commissioners has been granted the authority pursuant to O.C.G.A. § 36-36-22 to consent to the deannexation of the Property; and

WHEREAS, the Hall County Board of Commissioners has determined that it is in the best interests of the County and its citizens to consent to the deannexation of the Property;

NOW THEREFORE, the Hall County Board of Commissioners hereby resolves to consent to the deannexation request of the Owner of the Property known as 0 Old Oakwood Road, Oakwood, Georgia, 30566, which is a 0.155-acre portion of Hall County Tax Parcel 08024 005008A (more fully shown and described in the attached Exhibits "A" and "B" hereto), pursuant to O.C.G.A. § 36-36-22.

SO RESOLVED this the 7th day of October, 2025.

HALL COUNTY BOARD OF COMMISSIONERS

_____
David Gibbs, Chairman

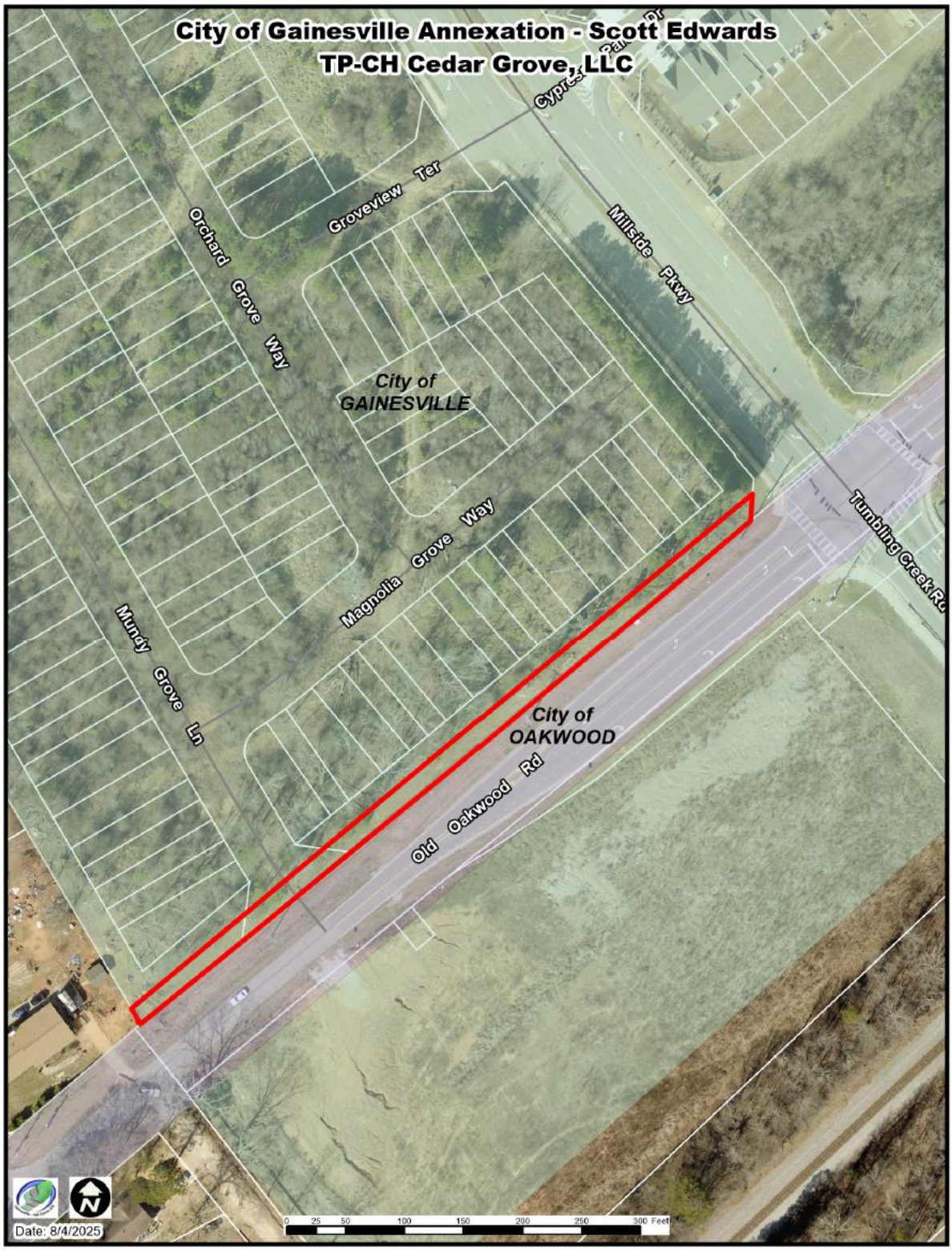
ATTEST:

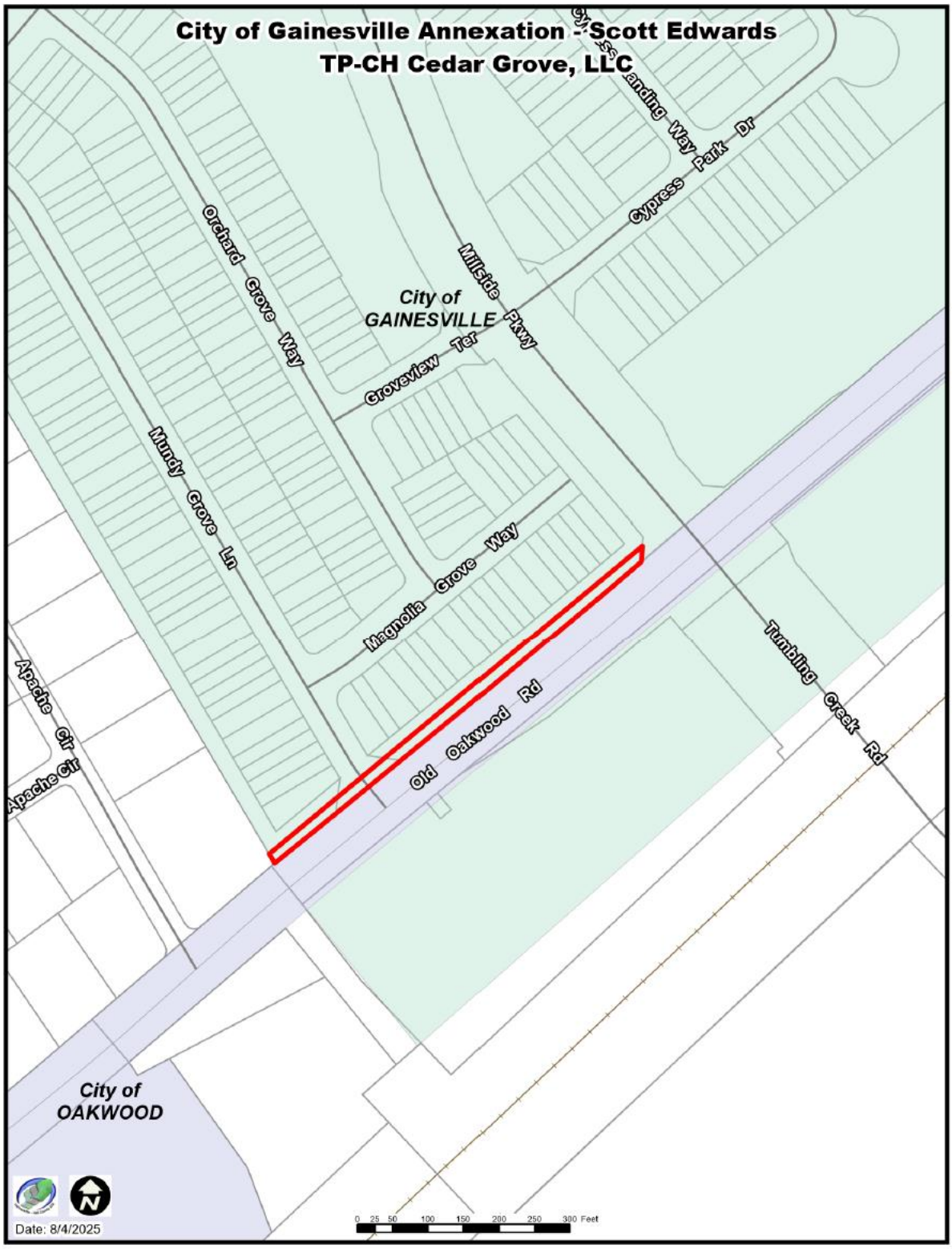
_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, County Attorney

Exhibit “A”


City of Gainesville Annexation - Scott Edwards
TP-CH Cedar Grove, LLC
Groveview Ter
Orchard Grove Way
Millside Pkwy
City of
GAINESVILLE
Magnolia Grove Way
Tumbling Creek Rd
Mundy Grove Ln
City of
OAKWOOD
Old Oakwood Rd
Date: 8/4/2025
0 25 50 100 150 200 250 300 Feet


City of Gainesville Annexation - Scott Edwards
TP-CH Cedar Grove, LLC
Cypress Landing Way
Cypress Park Dr
Orchard Grove Way
Millside Pkwy
City of
GAINESVILLE
Groveview Ter
Mundy Grove Ln
Magnolia Grove Way
Tumbling Creek Rd
Old Oakwood Rd
Apache Cir
Apache Cir
City of
OAKWOOD
0 25 50 100 150 200 250 300 Feet
Date: 8/4/2025

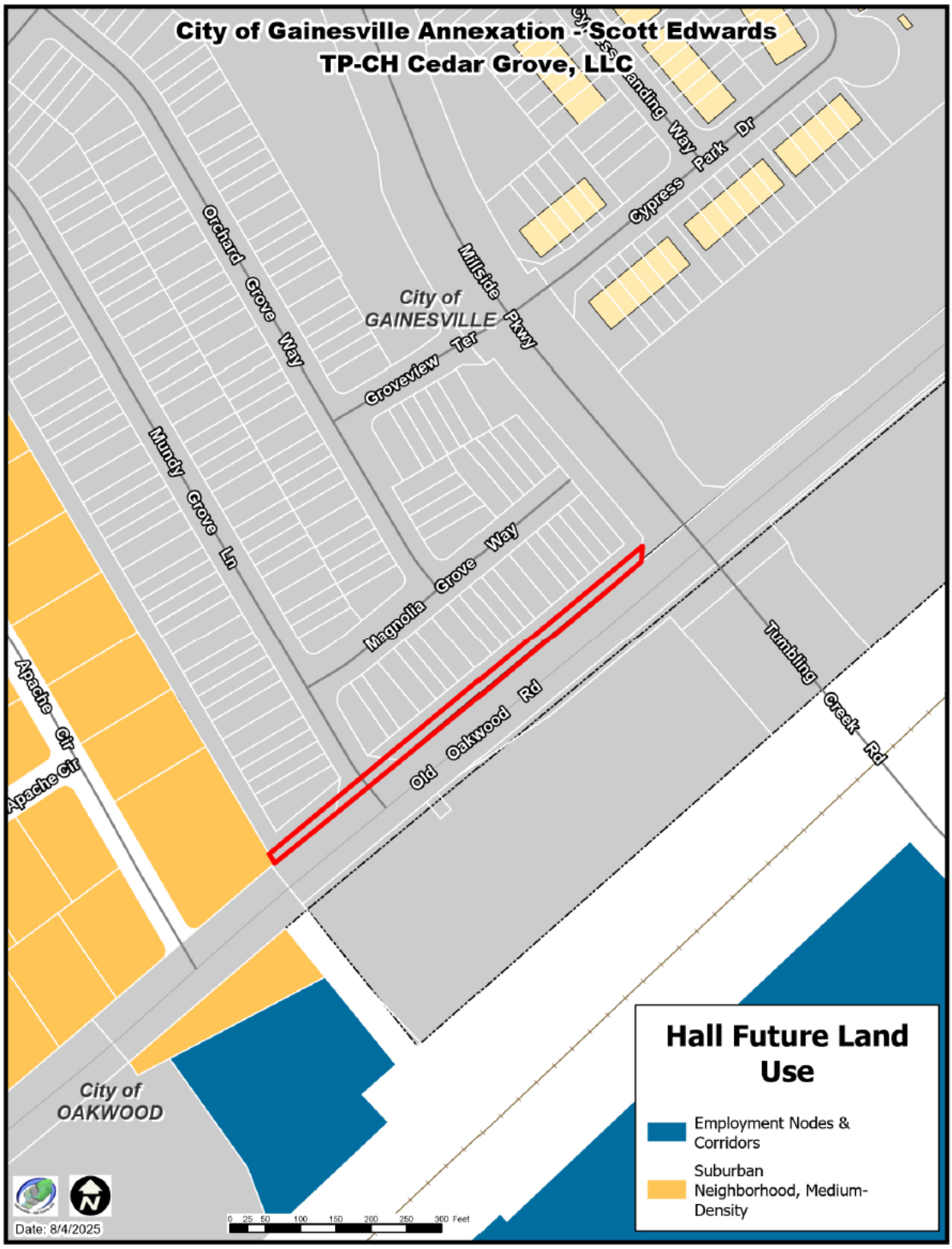

City of Gainesville Annexation - Scott Edwards
TP-CH Cedar Grove, LLC
Cypress Landing Way
Park Dr
Cypress
Millside Pkwy
Orchard Grove Way
City of GAINESVILLE
Groveview Ter
Mundy Grove Ln
Magnolia Grove Way
Tumbling Creek Rd
Old Oakwood Rd
Apache Cir
Apache Cir
City of OAKWOOD
Hall Future Land Use
Employment Nodes & Corridors
Suburban Neighborhood, Medium-Density
0 25 50 100 150 200 250 300 Feet
Date: 8/4/2025

Exhibit “B”

GAINESVILLE

APPLICATION FOR ZONING ACTIONS

PAB Meeting Date: –

Council Meeting Date: –

Applicant Information

Name	CLAYTON PROPERTIES GROUP, INC.
Address	5230 BELLE WOOD COURT SUITE A
City/State/Zip	BUFORD, GEORGIA 30518
Phone/Cell	770-845-8811
Email	SCOTTE@ECHOMEBUILDERS.COM

Property Owner Information

Name	TP-CH CEDAR GROVE, LLC
Address	5230 BELLE WOOD COURT SUITE A
City/State/Zip	BUFORD, GEORGIA 30518
Phone/Cell	
Email	

Applicant Status

✓	Current Property Owner
	Option to Purchase
	Area Resident
	Representative
	Government

Zoning Request

Existing Zoning	PRD		
Rezone To / Establish As			
	Annexation	✓	De-annexation
	Rezoning		Zoning Amendment
	Special Use Permit		Road Action Request

Parcel Information

Tax Parcel Number(s)	08024 005008A (PART)	Ward No.	4
Location (Address)	0 OLD OAKWOOD ROAD	Acres	0.155
Existing Structure(s)	NONE		
Description of Proposed Use	OLD OAKWOOD RIGHT OF WAY		

Connect to City Sewer (For Annexations Only)

Does the applicant wish to connect to city sewer?		Yes	✓	No
Does the applicant plan to request the city to share in the cost of the sewer line extension as a condition of annexation?		Yes	✓	No
If **Yes** to cost sharing, provide a Letter of Cost Estimate from the Department of Water Resources				

Fee Information

Annexation or De-annexation, Rezoning, or Zoning Amendment	$500.00
Special Use Permit	$400.00
Road Action Request	$250.00
Amount Due (Include all fees required)	$ –

Method of Payment

	Paid by Check	Check No.	–
	Paid Cash	Receipt No.	–

Supporting Documents Required in PDF Format

✓	**Concept Plan** - Prepared by a Professional Engineer, Registered Land Surveyor, Architect, or Landscape Architect
✓	**Plat**
✓	**Legal Description of Property** - Word DOC or DOCX format
✓	**Narrative Report**
	Architectural Rendering
	Traffic Impact Study – If applicable
	DRI Review - Large scale projects only
	Other - Explain

Applicant's Certification: *I hereby certify the above information, and all attached information, is true and correct; and that I have read, understand, and have received a copy of the **Public Notice Requirements**.*

Signature of Applicant _____ **Date** 4/23/25

Application Taken By _____ **Date** 7.30.25

Application WITHDRAWAL Notification: *I hereby withdraw the above application.*

Signature of Applicant _____ **Date** _____

Zoning Action Request

PROPERTY OWNER AUTHORIZATION

As the owner of the subject property, I hereby authorize the person named below to act on my behalf as Applicant in the pursuit of zoning action for this property.

Applicant's Name, if not Owner	SCOTT EDWARDS

OWNER INFORMATION CERTIFICATION

I swear that I am the owner of the property which is the subject matter of this application, as shown in the records of Hall County, Georgia:

Name of Owner	TP-CH CEDAR GROVE, LLC
Owner's Address	5230 BELLE WOOD COURT SUITE A
City / State / Zip Code	BUFORD, GEORGIA 30518
Owner's Phone Number	770-831-0844
Owner's Cell Phone Number	

NOTARY PUBLIC CERTIFICATION

Personally appeared before me the following:

VP

Signature of Property Owner

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Notary Public

4/25/25

Date

ADRIENNE L. NUNNALLY
Notary Public, Georgia
Walton County
My Commission Expires
December 12, 2027

In the event there is more than one property owner, a separate **Property Owner Authorization** page must be completed by each property owner.

Zoning Action Request

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

NOTE: This form is required for all annexation and/or zoning actions

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning 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:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) 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 rezoning action is first filed.

(c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating $250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the opponent 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.

(d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

APPLICANT'S CERTIFICATION

I hereby certify that I have read the above campaign disclosure information and declare that (select have or have not)

☐ **I have** within the two years immediately preceding this date made any campaign contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

☑ **I have not** within the two years immediately preceding this date made any campaign contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

***NOTE:** **If you are an applicant and you have made any such contribution(s), you must provide the information required in subsection (a) above within ten (10) days after the rezoning action is first filed. If you are an opponent and you have made a contribution, you must provide the information required in subsection (c) above at least five (5) calendar days prior to the public hearing by the City Council or any of its agencies on the rezoning application.**

(1) _____
(Name and official position of the City Council Member of the City of Gainesville, Georgia to whom campaign contribution was made)

(2) Amount: $_____ Date of Contribution: _____

Signature of Applicant: _____ **Date:** 4/23/25

PUBLIC NOTICE REQUIREMENTS

City of Gainesville zoning regulations require public notice to be given on all zoning applications as follows:

1. A **legal advertisement** shall be published no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing. (This requirement is covered by Planning Division staff.)
2. A **public notice sign** shall be placed in a conspicuous location on the property which is subject to the zoning application. The original public notice sign will be posted by Planning Division staff.
3. It is City policy to **notify, by letter,** the surrounding property owners within three hundred feet (300') of the applicant's property that an application has been filed and when it will be considered. (This requirement is covered by Planning Division staff.)

As the applicant, you are responsible for ensuring the public notice sign remains on the site during the entire zoning process. The Planning Division staff will prepare and place a sign (or signs) for you. If any problem arises with regard to the sign, notify the City of Gainesville Community Development Department immediately by calling 770-531-6570 so the sign can be replaced. Failure to report problems with the sign during the entire period of the hearings will also result in a delay.

The purpose of the public notice sign is to inform the surrounding property owners that an application has been filed. Placement of the sign in a manner that is not clearly visible violates the requirements. Failure to place the sign in a conspicuous location will result in your request being tabled until the sign is posted as required. Failure to ensure the sign remains posted on the site during the entire zoning process means there will be a delay in the hearing date set for your request. Legally, the City cannot consider a request until proper notice has been given. If it is determined at any time during the zoning process that the sign is not properly placed on the site, the Gainesville Planning and Appeals Board has no choice but to table the request, even if there is no opposition to the application. Many of the board members, as well as the planning staff, visit the sites and will be looking for the sign. Additionally, local citizens, particularly those who receive notice letters, often report when a sign is not visible. The City will not consider your request until it is satisfied that proper public notice has been given.

Multiple sign posting on a site may be required if it is so determined by Planning Division staff to be necessary. Signs should be placed as near to the road as possible so they are clearly visible. The sign(s) cannot be obstructed by vegetation, etc.; may not be placed at an inappropriate distance from the road; or placed on something in such a manner so as to blend into the scenery.

When the zoning process is complete and final action has been taken by the Gainesville City Council, it is the responsibility of the applicant to remove the sign (or signs).

Applicant's Certification: *I hereby certify the above information, and all attached information, is true and correct; and that I have read, understand, and have received a copy of the* ***Public Notice Requirements.***

Signature of Applicant: _____ **Date:** 4/23/25

CHAFIN
COMMUNITIES
More To Come Home to...
A Berkshire Hathaway Company
5230 Belle Wood Ct. Suite A
Buford, GA 30518

April 23, 2025

Matt Tate
City of Gainesville
Community and Economic Development
311 Henry Ward Way
Gainesville, GA 30501

RE: Old Oakwood Road
Right-of-Way De-annexation

Dear Mr. Tate:

TP-CH Cedar Grove, LLC is seeking de-annexation of Parcel 1 (0.155 acres) as shown on the attached exhibit. As part of the road improvements required for the Grove at Mundy Mill project located at the intersection of Millside Parkway and Old Oakwood Road, additional right-of-way was required along Old Oakwood Road. The new ROW which was needed to install a new center turn lane extends into a portion of the property that is currently in the City of Gainesville. Since this road is in and maintained by the City of Oakwood, they are requesting the new portion of the ROW be de-annexed from the City of Gainesville and annexed into the City of Oakwood.

Please contact me at 770.845.8811 if you have any questions or need any additional information.

Sincerely,

Scott Edwards
Development Director

Legal Description:

All that tract or parcel of land lying and being in Land Lot 25, 8th Land District, City of Gainesville, Hall County, Georgia as shown on a Final Subdivision Plat prepared by Patton Land Surveying, LLC, for The Grove at Mundy Mill Subdivision (recorded in Plat Book 886, Pages 429-437), having a survey date of November 1, 2024 and further last revised March 14, 2025 and being more particularly described as follows:

To locate the point of beginning commence at a P.K. nail set at the centerline intersection of Old Oakwood Road and Mundy Grove Lane said point being located at Georgia State Plane Coordinate Northing 1544376.771, Easting 2387919.717, Georgia West Zone, North American Datum of 1983/2007 adjustment.
Thence South 63 degrees 34 minutes 33 seconds West for a distance of 177.30 feet to a 1 inch open top pin found located on the northern right-of-way of Old Oakwood Road (right-of-way varies) and said point being the Point of Beginning;

Thence leaving said Old Oakwood Road right-of-way the following courses:

Thence North 30 degrees 16 minutes 49 seconds West for a distance of 10.13 feet to a 1/2 inch rebar pin set;
Thence North 50 degrees 41 minutes 47 seconds East for a distance of 121.03 feet to a 1/2 inch rebar pin set;
Thence North 50 degrees 41 minutes 47 seconds East for a distance of 100.01 feet to a 1/2 inch rebar pin set;
Thence North 50 degrees 41 minutes 47 seconds East for a distance of 129.00 feet to a 1/2 inch rebar pin set;
Thence North 50 degrees 09 minutes 28 seconds East for a distance of 256.08 feet to a 1/2 inch rebar pin set;
Thence North 49 degrees 44 minutes 00 seconds East for a distance of 74.96 feet to a 1/2 inch rebar pin set on the western right-of-way of Millside Parkway (right-of-way varies);
Thence following along Millside Parkway right-of-way the following course:

Thence South 04 degrees 04 minutes 06 seconds West for a distance of 13.98 feet to a point located on the northern right-of-way of Old Oakwood Road;

Thence following along Old Oakwood Road right-of-way the following courses:

Thence South 49 degrees 44 minutes 00 seconds West for a distance of 65.23 feet to a point;
Thence South 50 degrees 09 minutes 28 seconds West for a distance of 256.16 feet to a point;
Thence South 50 degrees 41 minutes 47 seconds West for a distance of 351.67 feet to a 1 inch open top pin found and said point being the POINT OF BEGINNING.
Said property contains 0.155 Acres more or less.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING DEPARTMENT

TO: Justin R. Lawhon, Interim County Attorney
Beth Garmon, Director of Planning and Zoning

FROM: Katie Greenway, Planning and Zoning Administrator

DATE: August 5, 2025

On July 31, 2025, Hall County received notice of a proposed de-annexation from the City of Gainesville in Commission District Two to de-annex a 0.155 acre right-of-way parcel located at the intersection of Millside Parkway and Old Oakwood Road.

Application

Applicant:	City of Gainesville
Acreage:	0.155± acres
Existing Use:	Right-of-way
Proposed Use:	Right-of-way
Owner:	TP-CH Cedar Grove, LLC
Date Received:	July 31, 2025
Response Due:	September 14, 2025

An objection made by the Hall County Board of Commissioners, in a meeting via resolution, would have to be received by the City of Gainesville via "verifiable delivery," which can now be received by e-mail.

Summary

The City of Gainesville is proposing to de-annex a single parcel of right-of-way measuring approximately 0.155± acres. The property is currently undeveloped right-of-way which was acquired as part of a roadway improvement project by the City of Oakwood for the installation of a center turn lane. Due to the roadway being maintained by the City of Oakwood, they are requesting that this piece of right-of-way be de-annexed from the City of Gainesville and into the City of Oakwood.

The subject property is located on the southeast side of Old Oakwood Road at its intersection with Millside Parkway. The subject parcel is bordered by:

North: City of Gainesville
South: City of Oakwood right-of-way
East: City of Gainesville

West: City of Gainesville

Planning Considerations

The State of Georgia's standards for an area to be annexed include:

- Adjacent or contiguous, with at least one-eighth of the aggregate external boundaries coinciding with the municipal boundaries (O.C.G.A. 36-36-52, 36-36-54b).
- Must be developed for urban purposes – two people per acre, and at least 60 percent divided into lots and tracks of five acres or less, and 60 percent of lots are less than one acre (O.C.G.A. 36-36-54c).

Conclusion

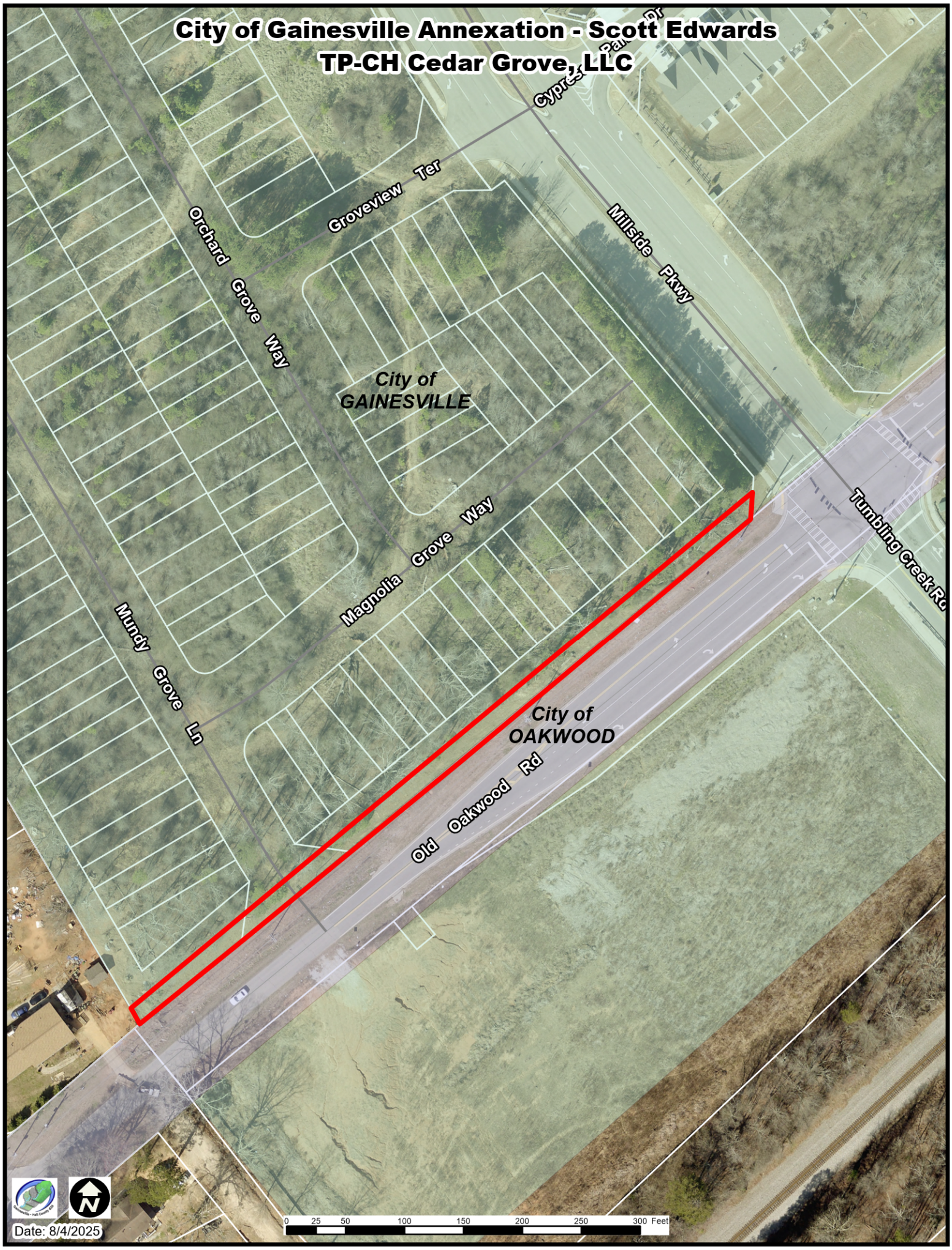
The request to annex the subject parcel into the City of Gainesville **does** meet the State of Georgia's criteria for an area to be annexed.

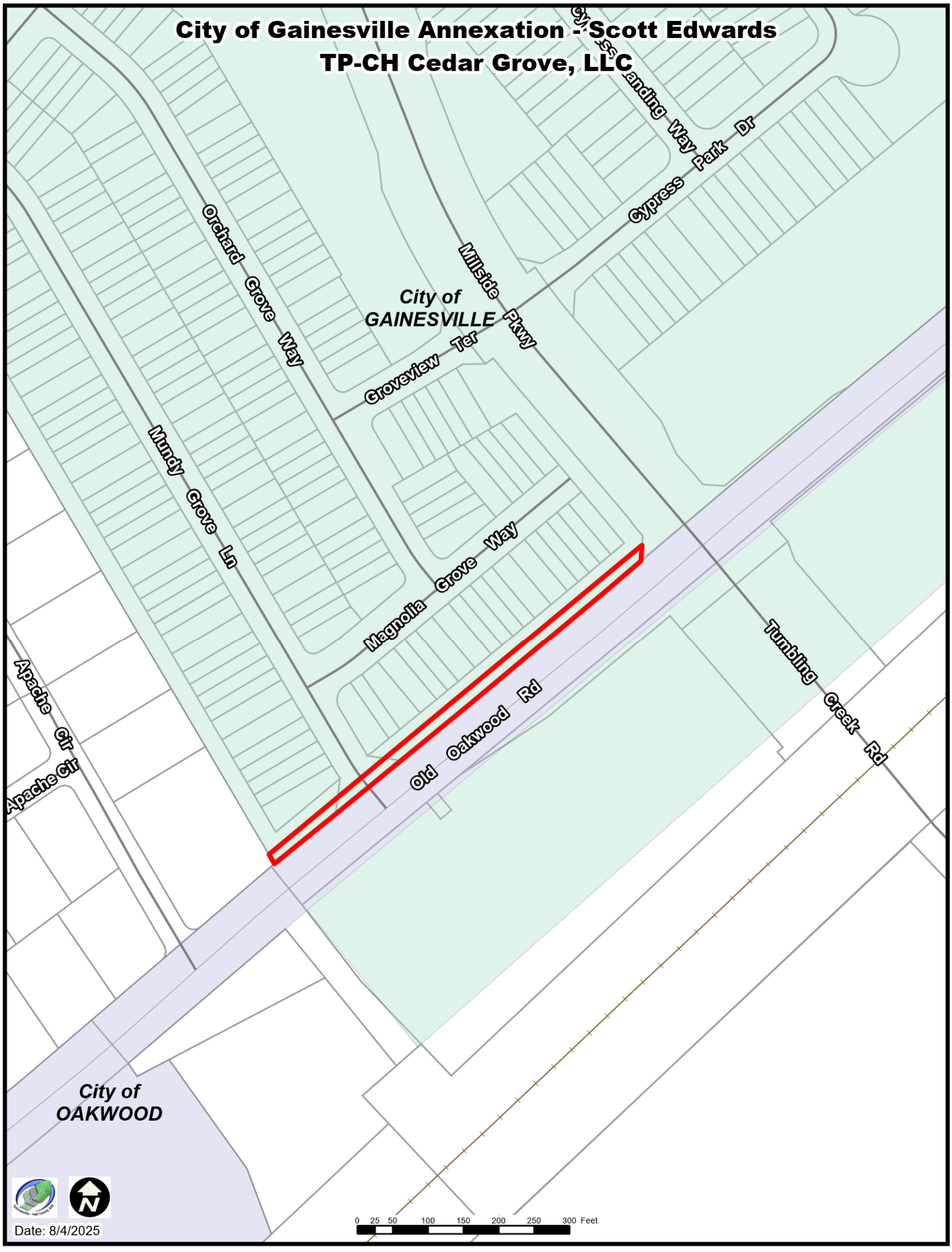
In accordance with O.C.G.A. 36-36-113, the county governing authority shall have forty-five (45) calendar days to notify the municipality, via "verifiable delivery," of its intent to raise an objection to the proposed annexation, by September 14, 2025.

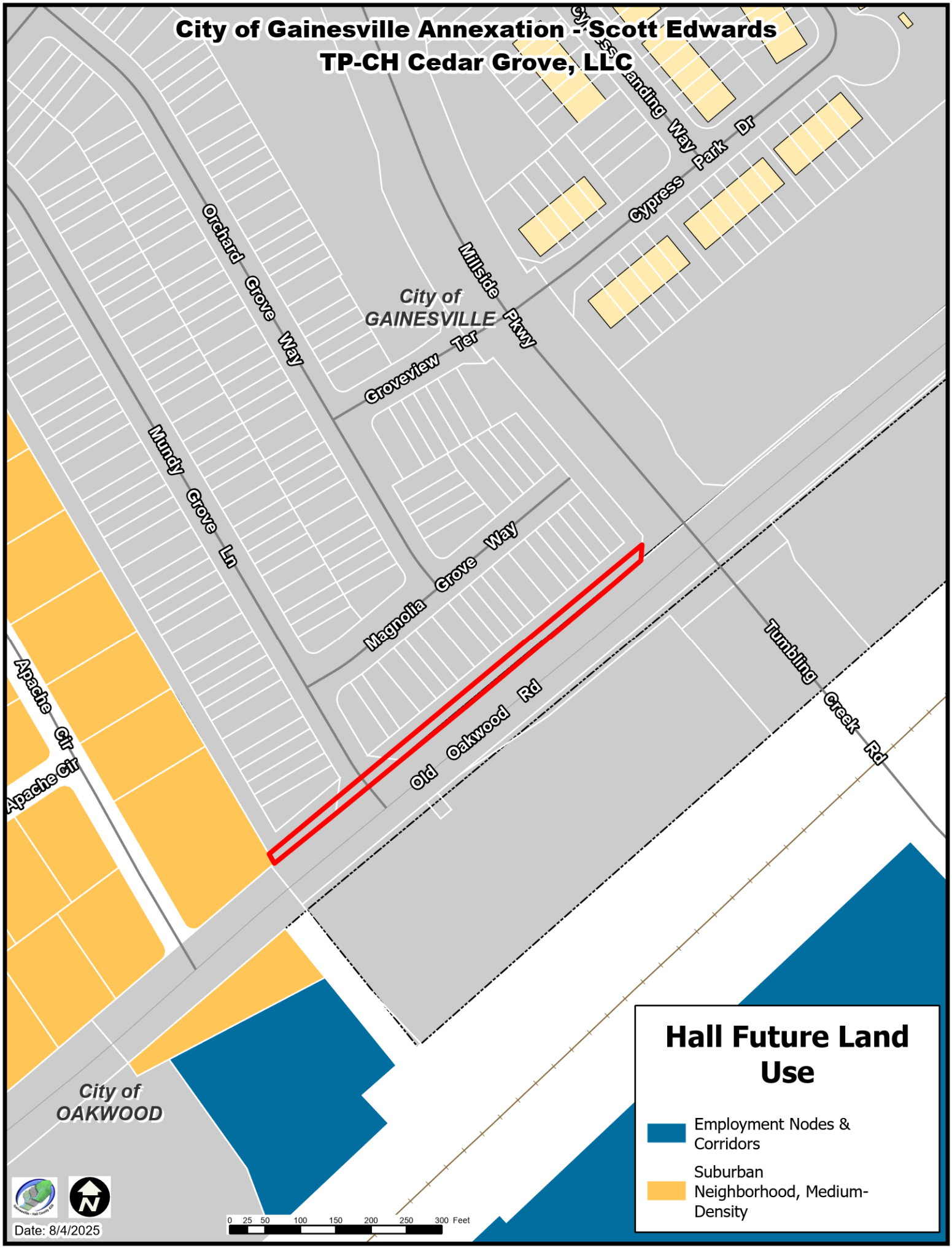
Attachments:

De-annexation Notice
GIS maps

City of Gainesville Annexation - Scott Edwards
TP-CH Cedar Grove, LLC




City of Gainesville Annexation - Scott Edwards
TP-CH Cedar Grove, LLC
Landing Way
Cypress Park Dr
Orchard Grove Way
Millside Pkwy
City of
GAINESVILLE
Groveview Ter
Mundy Grove Ln
Magnolia Grove Way
Tumbling Creek Rd
Old Oakwood Rd
Apache Cir
Apache Cir
City of
OAKWOOD
0 25 50 100 150 200 250 300 Feet
Date: 8/4/2025


City of Gainesville Annexation - Scott Edwards
TP-CH Cedar Grove, LLC
Orchard Grove Way
Millside Pkwy
Cypress Park Dr
Landing Way
City of GAINESVILLE
Groveview Ter
Mundy Grove Ln
Magnolia Grove Way
Old Oakwood Rd
Tumbling Creek Rd
Apache Cir
Apache Cir
City of OAKWOOD
Hall Future Land Use
Employment Nodes & Corridors
Suburban Neighborhood, Medium-Density
0 25 50 100 150 200 250 300 Feet
Date: 8/4/2025

GAINESVILLE

APPLICATION FOR ZONING ACTIONS

PAB Meeting Date: –

Council Meeting Date: –

Applicant Information

Name	CLAYTON PROPERTIES GROUP, INC.
Address	5230 BELLE WOOD COURT SUITE A
City/State/Zip	BUFORD, GEORGIA 30518
Phone/Cell	770-845-8811
Email	SCOTTE@ECHOMEBUILDERS.COM

Property Owner Information

Name	TP-CH CEDAR GROVE, LLC
Address	5230 BELLE WOOD COURT SUITE A
City/State/Zip	BUFORD, GEORGIA 30518
Phone/Cell	
Email	

Applicant Status

✓	Current Property Owner
	Option to Purchase
	Area Resident
	Representative
	Government

Zoning Request

Existing Zoning	PRD		
Rezone To / Establish As			
	Annexation	✓	De-annexation
	Rezoning		Zoning Amendment
	Special Use Permit		Road Action Request

Parcel Information

Tax Parcel Number(s)	08024 005008A (PART)	Ward No.	4
Location (Address)	0 OLD OAKWOOD ROAD	Acres	0.155
Existing Structure(s)	NONE		
Description of Proposed Use	OLD OAKWOOD RIGHT OF WAY		

Connect to City Sewer (For Annexations Only)

Does the applicant wish to connect to city sewer?		Yes	✓	No
Does the applicant plan to request the city to share in the cost of the sewer line extension as a condition of annexation?		Yes	✓	No
If **Yes** to cost sharing, provide a Letter of Cost Estimate from the Department of Water Resources				

Fee Information

Annexation or De-annexation, Rezoning, or Zoning Amendment	$500.00
Special Use Permit	$400.00
Road Action Request	$250.00
Amount Due (Include all fees required)	$ –

Method of Payment

	Paid by Check	Check No.	–
	Paid Cash	Receipt No.	–

Supporting Documents Required in PDF Format

✓	**Concept Plan** - Prepared by a Professional Engineer, Registered Land Surveyor, Architect, or Landscape Architect
✓	**Plat**
✓	**Legal Description of Property** - Word DOC or DOCX format
✓	**Narrative Report**
	Architectural Rendering
	Traffic Impact Study – If applicable
	DRI Review - Large scale projects only
	Other - Explain

Applicant's Certification: *I hereby certify the above information, and all attached information, is true and correct; and that I have read, understand, and have received a copy of the* ***Public Notice Requirements****.*

Signature of Applicant _____ **Date** 4/23/25

Application Taken By _____ **Date** 7.30.25

Application <u>WITHDRAWAL</u> Notification: *I hereby withdraw the above application.*

Signature of Applicant _____ **Date** _____

Zoning Action Request

PROPERTY OWNER AUTHORIZATION

As the owner of the subject property, I hereby authorize the person named below to act on my behalf as Applicant in the pursuit of zoning action for this property.

Applicant's Name, if not Owner	SCOTT EDWARDS

OWNER INFORMATION CERTIFICATION

I swear that I am the owner of the property which is the subject matter of this application, as shown in the records of Hall County, Georgia:

Name of Owner	TP-CH CEDAR GROVE, LLC
Owner's Address	5230 BELLE WOOD COURT SUITE A
City / State / Zip Code	BUFORD, GEORGIA 30518
Owner's Phone Number	770-831-0844
Owner's Cell Phone Number	

NOTARY PUBLIC CERTIFICATION

Personally appeared before me the following:

VP

Signature of Property Owner

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Notary Public

4/25/25

Date

ADRIENNE L. NUNNALLY
Notary Public, Georgia
Walton County
My Commission Expires
December 12, 2027

In the event there is more than one property owner, a separate **Property Owner Authorization** page must be completed by each property owner.

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

NOTE: This form is required for all annexation and/or zoning actions

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning 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:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) 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 rezoning action is first filed.

(c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating $250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the opponent 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.

(d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

APPLICANT'S CERTIFICATION

I hereby certify that I have read the above campaign disclosure information and declare that (select have or have not)

☐ I **have** within the two years immediately preceding this date made any campaign contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

☑ I **have not** within the two years immediately preceding this date made any campaign contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

***NOTE:** **If you are an applicant and you have made any such contribution(s), you must provide the information required in subsection (a) above within ten (10) days after the rezoning action is first filed. If you are an opponent and you have made a contribution, you must provide the information required in subsection (c) above at least five (5) calendar days prior to the public hearing by the City Council or any of its agencies on the rezoning application.**

(1) _____
(Name and official position of the City Council Member of the City of Gainesville, Georgia to whom campaign contribution was made)

(2) Amount: $_____ Date of Contribution: _____

Signature of Applicant: _____ **Date:** 4/23/25

PUBLIC NOTICE REQUIREMENTS

City of Gainesville zoning regulations require public notice to be given on all zoning applications as follows:

1. A **legal advertisement** shall be published no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing. (This requirement is covered by Planning Division staff.)
2. A **public notice sign** shall be placed in a conspicuous location on the property which is subject to the zoning application. The original public notice sign will be posted by Planning Division staff.
3. It is City policy to **notify, by letter,** the surrounding property owners within three hundred feet (300') of the applicant's property that an application has been filed and when it will be considered. (This requirement is covered by Planning Division staff.)

As the applicant, you are responsible for ensuring the public notice sign remains on the site during the entire zoning process. The Planning Division staff will prepare and place a sign (or signs) for you. If any problem arises with regard to the sign, notify the City of Gainesville Community Development Department immediately by calling 770-531-6570 so the sign can be replaced. Failure to report problems with the sign during the entire period of the hearings will also result in a delay.

The purpose of the public notice sign is to inform the surrounding property owners that an application has been filed. Placement of the sign in a manner that is not clearly visible violates the requirements. Failure to place the sign in a conspicuous location will result in your request being tabled until the sign is posted as required. Failure to ensure the sign remains posted on the site during the entire zoning process means there will be a delay in the hearing date set for your request. Legally, the City cannot consider a request until proper notice has been given. If it is determined at any time during the zoning process that the sign is not properly placed on the site, the Gainesville Planning and Appeals Board has no choice but to table the request, even if there is no opposition to the application. Many of the board members, as well as the planning staff, visit the sites and will be looking for the sign. Additionally, local citizens, particularly those who receive notice letters, often report when a sign is not visible. The City will not consider your request until it is satisfied that proper public notice has been given.

Multiple sign posting on a site may be required if it is so determined by Planning Division staff to be necessary. Signs should be placed as near to the road as possible so they are clearly visible. The sign(s) cannot be obstructed by vegetation, etc.; may not be placed at an inappropriate distance from the road; or placed on something in such a manner so as to blend into the scenery.

When the zoning process is complete and final action has been taken by the Gainesville City Council, it is the responsibility of the applicant to remove the sign (or signs).

Applicant's Certification: *I hereby certify the above information, and all attached information, is true and correct; and that I have read, understand, and have received a copy of the* ***Public Notice Requirements.***

Signature of Applicant: _____ **Date:** 4/23/25

CHAFIN
COMMUNITIES
More To Come Home to...
A Berkshire Hathaway Company
5230 Belle Wood Ct. Suite A
Buford, GA 30518

April 23, 2025

Matt Tate
City of Gainesville
Community and Economic Development
311 Henry Ward Way
Gainesville, GA 30501

RE: Old Oakwood Road
Right-of-Way De-annexation

Dear Mr. Tate:

TP-CH Cedar Grove, LLC is seeking de-annexation of Parcel 1 (0.155 acres) as shown on the attached exhibit. As part of the road improvements required for the Grove at Mundy Mill project located at the intersection of Millside Parkway and Old Oakwood Road, additional right-of-way was required along Old Oakwood Road. The new ROW which was needed to install a new center turn lane extends into a portion of the property that is currently in the City of Gainesville. Since this road is in and maintained by the City of Oakwood, they are requesting the new portion of the ROW be de-annexed from the City of Gainesville and annexed into the City of Oakwood.

Please contact me at 770.845.8811 if you have any questions or need any additional information.

Sincerely,

Scott Edwards
Development Director

Legal Description:

All that tract or parcel of land lying and being in Land Lot 25, 8th Land District, City of Gainesville, Hall County, Georgia as shown on a Final Subdivision Plat prepared by Patton Land Surveying, LLC, for The Grove at Mundy Mill Subdivision (recorded in Plat Book 886, Pages 429-437), having a survey date of November 1, 2024 and further last revised March 14, 2025 and being more particularly described as follows:

To locate the point of beginning commence at a P.K. nail set at the centerline intersection of Old Oakwood Road and Mundy Grove Lane said point being located at Georgia State Plane Coordinate Northing 1544376.771, Easting 2387919.717, Georgia West Zone, North American Datum of 1983/2007 adjustment.
Thence South 63 degrees 34 minutes 33 seconds West for a distance of 177.30 feet to a 1 inch open top pin found located on the northern right-of-way of Old Oakwood Road (right-of-way varies) and said point being the Point of Beginning;

Thence leaving said Old Oakwood Road right-of-way the following courses:

Thence North 30 degrees 16 minutes 49 seconds West for a distance of 10.13 feet to a 1/2 inch rebar pin set;
Thence North 50 degrees 41 minutes 47 seconds East for a distance of 121.03 feet to a 1/2 inch rebar pin set;
Thence North 50 degrees 41 minutes 47 seconds East for a distance of 100.01 feet to a 1/2 inch rebar pin set;
Thence North 50 degrees 41 minutes 47 seconds East for a distance of 129.00 feet to a 1/2 inch rebar pin set;
Thence North 50 degrees 09 minutes 28 seconds East for a distance of 256.08 feet to a 1/2 inch rebar pin set;
Thence North 49 degrees 44 minutes 00 seconds East for a distance of 74.96 feet to a 1/2 inch rebar pin set on the western right-of-way of Millside Parkway (right-of-way varies);
Thence following along Millside Parkway right-of-way the following course:

Thence South 04 degrees 04 minutes 06 seconds West for a distance of 13.98 feet to a point located on the northern right-of-way of Old Oakwood Road;

Thence following along Old Oakwood Road right-of-way the following courses:

Thence South 49 degrees 44 minutes 00 seconds West for a distance of 65.23 feet to a point;
Thence South 50 degrees 09 minutes 28 seconds West for a distance of 256.16 feet to a point;
Thence South 50 degrees 41 minutes 47 seconds West for a distance of 351.67 feet to a 1 inch open top pin found and said point being the POINT OF BEGINNING.
Said property contains 0.155 Acres more or less.

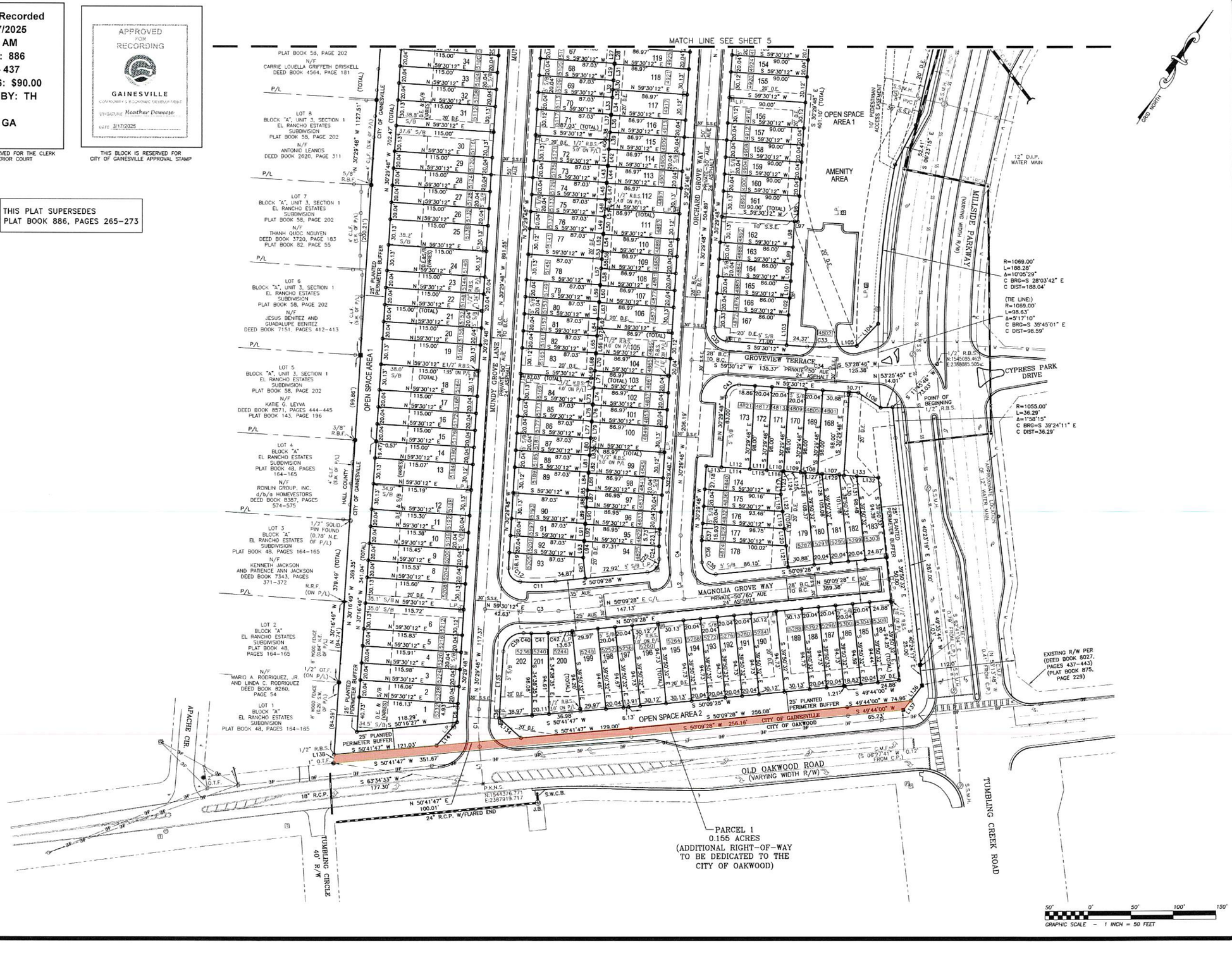
eFiled and eRecorded
DATE: 03/17/2025
TIME: 11:14 AM
PLAT BOOK: 886
PAGE: 429 - 437
FILING FEES: $90.00
RECORDED BY: TH
Mark Pettitt
Hall County, GA

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT

APPROVED FOR RECORDING
GAINESVILLE
COMMUNITY & ECONOMIC DEVELOPMENT
SIGNATURE Heather Deweese
DATE 3/17/2025

THIS BLOCK IS RESERVED FOR CITY OF GAINESVILLE APPROVAL STAMP

THIS PLAT SUPERSEDES
PLAT BOOK 886, PAGES 265-273



REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
www.pattonsurveying.com
LAND SURVEYING FIRM
CERTIFICATE OF AUTHORIZATION
NUMBER LSF 001029

PATTON
LAND SURVEYING, LLC

GEORGIA REGISTERED PROFESSIONAL No. 2647 LAND SURVEYOR
CHRIS M. PATTON
HALL COUNTY SURVEYOR

FINAL PLAT FOR:
(LOT LAYOUT)
THE GROVE AT MUNDY MILL
- LOCATED IN -
LAND LOT 25
8TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

REVISIONS

No.	DATE	DESCRIPTION
1	12/6/2024	CITY OF GAINESVILLE REVIEW COMMENTS
2	03/14/2025	CORRECTED THE DEED BOOK AND PAGES FOR THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

SHEET NUMBER:
4 of 9
SCALE: 1" = 50'
SURVEY DATE: 11/1/2024
PLAT DATE: 11/4/2024
22-001 FINAL PLAT.dwg
JN. 22-001

AGENDA ITEM

Development Services

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 576/2025

SUBJECT: Public Hearing on the Malt Beverage and Wine Package License for Lakeview Food Mart located at 5974 Jim Crow Road, Flowery Branch, GA 30542. The business owner is AK Ecom Star, LLC. The Managing and Registered Agent is Anila Khan. Commission District 2.

Meetings:

Work Session Date: 10/06/25 **Voting Meeting Date:** 10/07/25

Executive Summary:

Presenter: KT

Recommendation:
Business License recommends approval.

Purpose of Request:
Public Hearing on the Malt Beverage and Wine Package License for Lakeview Food Mart located at 5974 Jim Crow Road, Flowery Branch, GA 30542. The business owner is AK Ecom Star, LLC. The Managing and Registered Agent is Anila Khan. Commission District 2.

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration

Submit	Approve	Attorney	Administration
BS	KT	JL	CR
Clerk			
JR			

Attachments:

Memo
Map
Land Survey

Hall County Government

DEVELOPMENT SERVICES
BUSINESS LICENSE

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6815

DEVELOPMENT SERVICES
DIRECTOR
Kristie Turner

BUSINESS LICENSE
DIRECTOR
Brandi Smith

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Brandi Smith, Business License Director

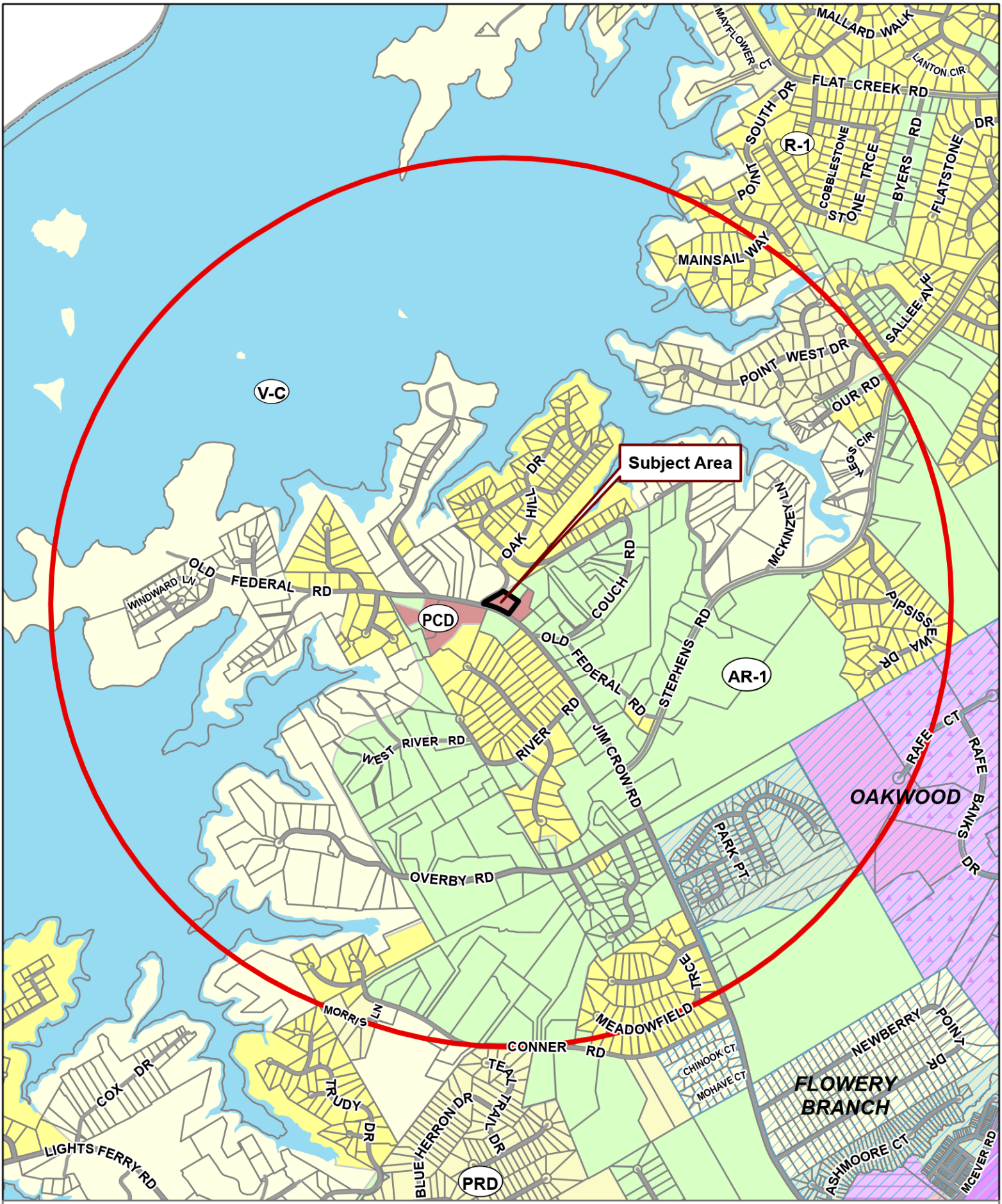
Date: September 17, 2025

Subject: Approval of Malt Beverage & Wine Package License

The request before you is to approve the Malt Beverage & Wine Package License for Lakeview Food Mart located at 5974 Jim Crow Road, Flowery Branch, GA 30542.

The Managing Agent and Registered Agent is Anila Khan. Commission District 2.

Please find enclosed a map of the area and land surveyor statement.



Subject Property: 5974 Jim Crow Road, Flowery Branch, GA 30542

0 1,000 2,000 4,000 Feet

Zoning Boundary
City Limits
Place of Worship
Active Alcohol Licenses
1 Mile Buffer
Subject Area

N

Date: 9/15/2025



MAGNETIC NORTH

SCALE: 1" = 200'

ALCOHOL SURVEY

Prepared for: AK ECOM STAR LLC.
5974 JIM CROW RD.
FLOWERY BRANCH, GA 30542
LAND LOT 101 of the 8th DISTRICT,
HALL COUNTY, GEORGIA - 06/24/2025

SITE ADDRESS: 5974 JIM CROW RD. FLOWERY BRANCH, GA 30542

NEAREST SCHOOL: ±7,392'
FLOWERY BRANCH ELEMENTARY SCHOOL
5544 READFOR RD.
FLOWERY BRANCH, GA 30542

NEAREST ALCOHOL/BEER SALES: ±6,495'
FLOWERY BRANCH WINERY AND VINEYARD
5773 CONNER RD.
FLOWERY BRANCH, GA 30542

NEAREST PACKAGE STORE: ±8,554'
NEW VILLAGE SPIRITS
1652 ATLANTA HWY,
FLOWERY BRANCH, GA 30542

NEAREST CHURCH: ±8,554'
CATTAHOOCHEE BAPTIST CHURCH
6325 LIGHTS FERRY RD,
FLOWERY BRANCH, GA 30542

NEAREST SINGLE FAMILY RESIDENCE: ±150'
5963 JIM CROW RD,
FLOWERY BRANCH, GA 30542

NEAREST ALCOHOL TREATMENT CNTR: ±11,933'
RENEWING DRUG ABUSE REHAB
4758 ATLANTA HWY.
FLOWERY BRANCH, GA 30542

MEASUREMENTS DETERMINED FROM THE NEAREST POINT OF THE MAIN STRUCTURE OF THE BUSINESS TO THE MAIN STRUCTURE OF A PUBLIC BUILDING, MEASURED IN A STRAIGHT LINE BETWEEN THE TWO STRUCTURES. (HALL COUNTY SECT: 5.30.100.F.)

GEORGIA REGISTERED No. 2906 LAND SURVEYOR STEPHEN A. CALDER

FOR THE FIRM
BOUNDARY ZONE, INC.
LSF #839
NOT VALID WITHOUT ORIGINAL SIGNATURE

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BOUNDARY ZONE, INC. SURVEYORS, ENGINEERS AND LAND PLANNING

800 SATELLITE BLVD., SUWANEE, GA 30024
WWW.BOUNDARYZONE.COM (770) 271-5772

800 SATELLITE BLVD.,
SUWANEE, GA 30024
WWW.BOUNDARYZONE.COM
(770) 271-5772

PROVIDING SERVICES FOR METRO ATLANTA, RALEIGH-DURHAM & CENTRAL FLORIDA.

GRAPHIC SCALE - IN FEET

200 100 0 200 400

PROJECT
2757401

SHEET
1 of 1

AGENDA ITEM

Emergency Management

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 564/2025

SUBJECT: Approve the award of RFQ/P #46-019 911 Public Safety Technology Consultant for Emergency Management to TSG Public Safety Advisors, LLC of Tallahassee, FL, in the amount of $140,000.00.

Meetings:

Work Session Date: 10/06/25

Voting Meeting Date: 10/07/25

Executive Summary:

Presenter: ZB

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P #46-019 911 Public Safety Technology Consultant for Emergency Management to TSG Public Safety Advisors, LLC of Tallahassee, FL, in the amount of $140,000.00.

History:

Facts and Issues:
Hall County E-911 is needing consulting services for the evaluation, selection, and implementation of a cloud-based computer-aided dispatch (CAD) system along with the evaluation, planning, and renewal of interconnected public safety communications systems.

TSG Public Safety Advisors, LLC was the highest scoring firm for this RFQ/P solicitation while having the second lowest cost.

Options:

Funding Requested	$ 140,000.00
Are funds within current budget?	Yes
Source of Funds	E-911 Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes

Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
AY	ZB	ZB	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Bid Tab
Contract Signature Request Cover Sheet
Contract for Services

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 564/2025

Funds Requested: $ 140,000.00

Request Budgeted: Yes

Proposed Source of Funding:

E-911 Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	215-Eâ€911 FUND	3800-E911	521000-PROFESSIONAL SERVICES	$140,000.00

Budget Transfer Items:

Additional Information/Comments:

Zach Brackett 770-533-7908

Contact for Questions: AL

Phone: 770-297-6209

RFP #46-019 911 Public Safety Technology Consultant

Bid Tab Summary

SCORES	TSG Public Safety Advisors, LLC	Federal Engineering, Inc	Mission Critial Partners, LLC	Winbource Consulting, Inc	ADCOMM Engineering LLC	TUSA Consulting Services II, LLC	Gartner, Inc.	DELTAWRX LLC	National Public Safety Group
	Tallahassee, FL	Fairfax, VA	Port Matilda, PA	Arlington, VA	Sandy, OR	Liberty, MO	Stamford, CT	Woodland Hills, CA	Aberdeen, NC
Average Technical Scores	658.84	550.60	585.90	534.13	529.43	475.31	517.66	465.89	NO BID
Average Cost Scores	160.00	150.00	90.00	130.00	100.00	90.00	40.00	80.00	NO BID
Total Scores	**818.84**	**700.60**	**675.90**	**664.13**	**629.43**	**565.31**	**557.66**	**545.89**	**NO BID**
Lump Sum Bid	$140,000.00	$197,736.00	$305,000.00	$125,000.00	$397,097.00	$250,000.00	$688,725.00	$329,985.00	NO BID

Number of companies emailed	12
Number of Hall Co companies emailed	1
Total responses	8
Number of Hall Co responses	0
No Bids	1

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Date: September 11, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-019

Bid/Contract Name: 911 Public Safety Technology Consultant

Department(s) Requesting Contract: Emergency Management

Award Recipient Name: TSG Public Safety Advisors, LLC

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: $N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount:$140,000.00

☐ Product Contract Estimated Amount:

Comment:

Approve the award of RFQ/P #46-019 911 Public Safety Technology Consultant for Emergency Management & Homeland Security to TSG Public Safety Advisors, LLC of Tallahassee, FL. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

HALL COUNTY
GEORGIA
We have it all in Hall

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Andy Penick

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #46-019

Exhibit B – Contract for Services

For the provision of

911 Public Safety Technology Consultant

ARTICLE #101 – INTRODUCTION

This Contract for consulting services to provide consultative services for the evaluation, selection, and implementation of a cloud-based computer-aided dispatch (CAD) system for first responders and emergency services and assist in the strategic evaluation, planning, and renewal of interconnected public safety communications systems (hereinafter "Services") is made and as entered into as of _____ (execution date) and _____ (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and TSG Public Safety Advisors, LLC which is principally located at 150 S. Monroe Street, Suite 305, Tallahassee, FL 32301. (hereinafter "Consultant").

WHEREAS Consultant 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 Consultant are known individually as a "Party" and collectively as the "Parties", and,

WHEREAS nothing contained in this Contract shall be construed to convert the Consultant or any of its employees, agents, into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect, and,

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

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

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

WHEREAS any documents, exhibits, attachments, plans, or references are all incorporated herein by reference.

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

ARTICLE #102 – CONTRACT

Consultant agrees to provide the Services to the County as detailed in the Scope of Work. Unapproved work outside the Scope of Work may not be compensated.

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER
Amanda Letson
911 Director
Hall County Government
470 Crescent Dr
Gainesville, GA 30501
aletson@hallcounty.org
Ph: 770-297-6209

COUNTY ISSUING OFFICER
Andrew Youngblood
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONSULTANT'S CONTACT INFORMATION

Contact Names: Jason Fuqua, Managing Principal

Email Addresses: fuqua@tsgadvisors.com

Phone Numbers: 850.528.1964

Company Name: TSG Public Safety Advisors, LLC

Physical Address: 150 S. Monroe Street, Suite 305

City/State/ZIP: Tallahassee, FL 32301

REMIT TO ADDRESS (if different): _____

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

The contract term will be for an initial one (1) year ending on June 30, 2026, followed by annual renewal options congruent with the County's fiscal year until successful implementation of the new cloud-based CAD system. Renewals are not automatic or guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Consultant. 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 Consultant under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Consultant shall not be excused from compliance with the terms and obligations of the Contract.

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

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

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

C. **Transition Cooperation with the County and Cooperation with Other Consultants.** Consultant 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 Consultant. Further, if the County has entered into or enters into contracts with other Consultants related to the Services, Consultant agrees to cooperate fully with other such Consultants. Consultant shall not engage in any act that will interfere with the performance of work by any other Consultant(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing sixty (60) days written notice to the Consultant at any time. Should the County terminate this Contract prior to the date of automatic termination, the Consultant 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 Consultant for all work properly performed in compliance with the terms of this Contract up to the date of termination.

A. **Termination for Convenience.** Following sixty (60) days' written notice, the County may terminate the Contract, in whole or in part, for any reason without the payment of any penalty or incurring any further obligation to the Consultant.
B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Consultant in default of its obligations under the Contract:
    1. The Consultant fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Consultant.
    2. The County determines that Consultant's unsatisfactory performance substantially endangers completion or that default is likely to occur.
    3. The Consultant fails to make substantial and timely progress toward performance of the Contract.
    4. The Consultant 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 Consultant terminates or suspends its business, or the County reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
    5. The Consultant 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 Consultant 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 Consultant to declare that the County is in default of its obligations under the Contract.
C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
    1. Immediately terminate the Contract for default without additional written notice; and/or,
    2. In the event of a breach by the Consultant, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Consultant; 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 Consultant in the event of any de-appropriation.

E. **Termination due to Failure of Consultant to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Consultant must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Consultant, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Consultant furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Consultant to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS*.

F. **Payment Limitation in Event of Termination**. In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Consultant 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. **Consultant's Termination Duties**. Upon receipt of a Notice of Termination, the Consultant shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
   2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Consultant.
   3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Consultant under the Contract.
   4. Cooperate in good faith with the County, its employees, agents, and Consultants during the transition period between the Notification of Termination and the substitution of any replacement Consultant.
   5. The Consultant is to immediately return any payments made by the County for goods and services that were not delivered by the Consultant.

H. **Liquidated Damages.** Reserved.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONSULTANT

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

ARTICLE #111 – USE OF THIRD PARTIES

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 Consultant under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 – RECORDS

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
B. **Record Retention and Access.** The Consultant 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 AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONSULTANT AND COUNTY RIGHTS AND OBLIGATIONS

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

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

C. Consultant agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractors' performance of work. Such non-disclosure of subcontractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers Compensation Insurance: Required for all contracts.

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

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County

BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.
- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.
- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

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

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

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

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.
- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate

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

Additional Provisions: Coverage shall include at a minimum:

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

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

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

ARTICLE # 119 – NO WAIVER:

A. **Authority to Enter into Contract.** The Consultant represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Consultant 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 Consultant 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. Reserved.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

The Consultant 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 Consultant 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 Consultant after acceptance of the Consultant's delivered Services by the County, and after receiving 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 proposal is made without collusion or fraud. Consultant 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 CONSULTANT

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

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

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

B. **Invoice/Payment**
   1. Consultant shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not constitute acceptance.
   2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Consultant's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
   3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for Services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
   4. The Consultant shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
   5. Consultant must submit Applications for Payment (Pay Apps) in accordance with the conditions of the Contract.
   6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
   7. Prior to substantial completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not

incorporated in the work but delivered and suitably stored, in each case, the aggregate of payments previously made.

8. Retainage payments shall be paid by County after final acceptance of work.

C. **Unsatisfactory Performance/Delay of Payment**

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Consultant. The Consultant agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency or deficiencies within the timeframe prescribed therein. If the Consultant fails to timely correct the deficiency or deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*
2. **Delay of Payment Due to Consultant's Failure.** If the County determines that the Consultant has failed to perform or deliver any Services as required by the Contract, the Consultant 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 Consultant's compensation, which represents payment for Services that were not delivered. To the extent that the Consultant'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 Consultant. 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 Consultant.** If the Consultant owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Consultant against any sum owed to the Consultant, in the County's sole discretion.

E. **Final Payment.** Consultant 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 Consultant must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

~~ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS~~

~~The awarded Consultant must furnish to the County both a performance and payment bond, both equal to one hundred percent (100%) of the Contract's total award dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Consultant is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that follow.~~

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

ARTICLE #124 – RETAINAGE

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

A. By signing this Contract, the Consultant 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. Consultant 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. Consultant further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference 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 Consultant's response, the order of precedence shall be as follows:

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

Exhibit A – Mandatory Bid Response Sheet
Exhibit B – Mandatory Contract for Services
Exhibit C – Mandatory Cost Proposal Worksheet
Exhibit D – Mandatory W-9 Form
Exhibit E – Mandatory E-Verify Affidavit
Exhibit F – Mandatory Ethics Affidavit
Exhibit G – Mandatory Scored Questions

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Consultant understands and acknowledges that it is responsible for any sales and use tax it may incur. The Consultant will not charge the County any sales and use tax as a separate line item. The Consultant may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "Contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.

11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its sub-Contractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.

31. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. Reserved.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. The County does not pay late fees nor interest charges.
37. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
38. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Consultant's Full Legal Name Below:

TSG Public Safety Advisors, LLC

By: _____

Print Name: Jason Fuqua

Title: Managing Principal

Sworn to and subscribed before me this

11 Day of August, 2025.

Notary Public: Stella Cohen

Notary commission expires: 7/23/2029

[Locus Sigilli – Seal or Stamp]

STELLA HAIDEN COHEN
Notary Public
State of Florida
Comm# HH701552
Expires 7/23/2029

HALL COUNTY, GEORGIA

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

AGENDA ITEM

Emergency Management

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 563/2025

SUBJECT: Approve the grant application for the 2028-2033 Hall County Hazard Mitigation Plan to the Georgia Emergency Management and Homeland Security Agency in the amount of $73,788.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. An in-kind match of $16,380.00 is required.

Meetings:

Work Session Date: 10/06/25

Voting Meeting Date: 10/07/25

Executive Summary:

Presenter: ZB

Recommendation:
Approval

Purpose of Request:
Approve the grant application for the 2028-2033 Hall County Hazard Mitigation Plan to the Georgia Emergency Management and Homeland Security Agency in the amount of $73,788.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. An in-kind match of $16,380.00 is required.

History:

The current Hazard Mitigation Plan was approved in 2023.

Facts and Issues:
Hall County will update its Hazard Mitigation Plan in 2028 utilizing a consultant. If approved, the match will be budgeted in Fiscal Year 2027.

All municipalities in Hall County have agreed to participate in the Hazard Mitigation Plan Update.

Options:

Funding Requested $ 16,380.00

Are funds within current budget? Yes

Source of Funds	Emergency Services Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-10-31

Approvals:

Submit	Approve	Grants	Budget
ZB	ZB	SG	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:

Financial Supplement
Hazard Mitigation Grant Program Application

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 563/2025

Funds Requested: $ 16,380.00

Request Budgeted: Yes

Proposed Source of Funding:

Emergency Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2027	271-EMERGENCY SERVICES FUND	3920-EMA	521000-PROFESSIONAL SERVICES	$16,380.00
2027	250-MULTIPLE GRANT FUND	3920-EMA	331150-FEDERALâ€OPERATING INDIRECT	$-73,788.00
2027	250-MULTIPLE GRANT FUND	3920-EMA	521000-PROFESSIONAL SERVICES	$73,788.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: ZB

Phone: 470-201-0795

THIS SECTION FOR STATE USE ONLY

FEMA-_GA_-DR / BRIC- _____
[ ] Application Complete
[ ] In Declared Area
[ ] Statewide
[ ] Planning

[ ] HMGP (CFDA 97.039)
[ ] BRIC (CFDA 97.047)
[ ] Eligible Applicant
[ ] State or Local Government
[ ] Private Non-Profit (Tax ID Received)

Community NFIP Status:
[ ] Participating Community ID #: _____
State Application ID _____

[ ] In Good Standing [ ] Non-Participating [ ] CRS
Date Application Received _____

State Reviewer_____ Signed_____ Date _____

FEMA Application Hardcopy Submittal Date: _____

FEMA Application Completed NEMIS Entry Date: _____

** Please submit one signed copy of the application **

This application is for all Hazard Mitigation Assistance (HMA) programs for a plan update proposal administered by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). Please complete all sections and provide all information as requested. **Incomplete applications will not be forwarded to FEMA for their review.** If you require assistance with this application, contact Kc Calhoun, Planner at (404) 889-4077.

Applicant Information

1. **Project Title: HAZARD MITIGATION PLAN UPDATE**

2. **Applicant (Organization): Hall County**

3. **Applicant Type:**

X State or Local Government ☐ Recognized Indian Tribe ☐ Private Non-Profit

State Legislative District(s) 25,26, 27, & 31 Congressional District(s) 9

Federal Tax I.D. Number 58-6000836 UEI Number USZBJ4CMC7B6

FIPS Code: 13139

4. **National Flood Insurance Program CID #: 130466B**

5. **NFIP Community Rating System Class Number:** 9

6. **Point of Contact:** (Individual responsible for the grant)

☐Ms. X Mr. ☐Mrs. ☐Dr. First Name Zachary Last Name Brackett

Title EMA Director Telephone 770-536-3132 Fax _____

Street Address _____ Post Office Box 907730

City Gainesville State GA Zip Code 30501

E-mail address zbrackett@Hallcounty.org

7. **Application prepared by** (if different from Point of Contact):

Name _Sommer Green____Telephone __770-297-5503___ E-mail address__sgreen@Hallcounty.org_____

8. **Authorized Applicant Agent: (**An individual authorized to sign financial and legal documents on behalf of the local government (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.**)**

☐Ms. X Mr. ☐Mrs. ☐Dr. First Name David Last Name Gibbs

Title Commission Chairman Telephone 770-535-8288 Fax _____

Street Address Post Office Box 1435

City Gainesville State GA Zip Code 30503

E-mail address dgibbs@Hallcounty.org

Signature:_____ Date: _____

I. Project Description – Narrative Statement

A. Mitigation Activity

1. Please describe the strategy for completing this planning activity, including the review process, adoption and FEMA's approval.

Hall County will form a planning committee comprised of representatives of various county departments, as well as other interested parties, such as outside state and regional agencies, local businesses, residents, the City of City of Braselton, City of Buford, City of Clermont, City of Flowery Branch, City of Gainesville, City of Gillsville, City of Lula, City of Oakwood, public etc. The committee will be lead by the EMA Director and will meet on a regular basis with the contracted consultant in order to accomplish the items set forth in the Scope of Work below, including addressing any recommended revisions from the previous plan's review tool. The consultant will coordinate the planning process including the meetings, write the plan based on committee findings and work through the State and Federal review and approval process. The consultant will coordinate the process of meeting the objectives outlined in the Scope of Work below with the assistance and input of the appropriate committee members and local staff resources as necessary. Outside interested parties will be invited to participate by direct invitation and by public postings and meeting notices. A minimum of two public hearings will be held in order to provide the public an opportunity to comment during the drafting phase and prior to final adoption.

2. Please describe how the applicant will manage the costs and schedule and how successful performance will be ensured.

A budget will be set according to the budget figures in this application to allow for the use of a contractor and labor on the part of committee members and other staff members Expenses will be incurred according to the budget items and will not exceed the total grant award. This will be tracked by the county as well as the State's grants management system which tracks expenses to date and remaining grant figures. Also, the county will track each budget allocation as expenses are incurred under those allocations to ensure that expenses remain within the allowed budget.

3. Please describe the staff and resources needed to implement this mitigation activity and the applicant's ability to provide these resources.

This planning process involves a variety of staff and expertise, which will be used as necessary. Specifically, expertise will be needed from the Fire Department, Tax Assessor, Building Inspections, Public Health, etc. Hall County is able to provide the staff resources to meet these needs.

4. Please explain how this mitigation activity will leverage involvement of partners to enhance its outcome.

The planning process will involve the opportunity for outside agencies and public to be a part. This will be done by a combination of direct invitation, public notice and individual meetings with the various agencies as necessary.

5. Please describe the outreach activities that are planned relative to this mitigation activity (signs, press releases, success stories, etc) and/or how this mitigation activity will serve as a model for other communities.

At the outset of the process, the EMA Director will invite various outside State agencies, local businesses, The City/Cities of City of Braselton, City of Buford, City of Clermont, City of Flowery Branch, City of Gainesville, City of Gillsville, City of Lula, City of Oakwood and others to be a part of the process. In addition, the public will be notified and invited to attend through public notices and a minimum of two public meetings with opportunity for public comment.

6. Please describe how this planning activity will benefit the applicant's constituents.

This activity will benefit the local citizens of Hall County by providing a current and up to date hazard mitigation plan for Hall County and the Cities of City of Braselton, City of Buford, City of Clermont, City of Flowery Branch, City of Gainesville, City of Gillsville, City of Lula, City of Oakwood, thereby ensuring the County and Cities' eligibility to participate in future mitigation grants.

7. Does your County plan to update your Hazard Mitigation Plan In-House or with the assistance of an outside contractor?

   [ ] In-House [X] Contractor

   (If outside contractor selected please describe the duties they will perform to meet the Scope of Work below)

Hall County intends to contract with a consultant to act as the facilitator of the planning process as well as to develop and write the plan update. The consultant and the County will attend GEMA/HS Hazard Mitigation planning workshops as they are offered.

The contracted consultant will meet with the EMA Director and GEMA/HS as necessary to discuss the plan development process and construct an invitation list for the larger planning committee.

The contracted consultant and County EMA Director will pull together existing data, plans, and EMA capabilities together in a draft report to be discussed by both the Task Force and the larger stakeholder group. This will include the base HRV analysis provided by GEMA/HS and added to by local data and the contracted consultant efforts.

The contracted consultant will review all hazards to address any newly identified hazards that pose a more significant threat than was apparent when the previously approved plan was prepared and discuss new occurrences of hazard events and update the probability of future occurrences.

The contracted consultant will work with the Task Force to update the current inventory of existing and proposed buildings, infrastructure, and critical facilities in hazard areas.

The contracted consultant will update the loss estimate to reflect any changes to the hazard profile and/or the inventory of structures.

The contracted consultant will analyze, update, and continue development of Goals, Objectives, and Action Steps with the assistance of the task force and stakeholders.

The contracted consultant will update the Plan Maintenance and Implementation to include an analysis of whether the previously approved plan's method and schedule for monitoring, evaluating, and updating the plan worked, and what elements or processes, if any, were changed; and discuss the method and schedule to be used over the next five years.

The contracted consultant will describe how the community was kept involved during the plan maintenance process over the previous five years, within the planning process section of the plan update and how they will continue public involvement during the planning period.

The contracted consultant will work with the planning committee and GEMA/HS staff throughout the State and Federal plan review process to ensure that, in the end, Hall County has a federally approved updated hazard mitigation plan.

B. Scope of Work

Hall County will update its existing Multi-jurisdictional Hazard Mitigation Plan according to the requirements of the Disaster Mitigation Act of 2000. This Scope of Work was designed in conformance to FEMA Plan Guidance requirements.

Hall County agrees to have representatives attend and participate in all GEMA/HS and local level mitigation planning meetings and workshops. The county will coordinate as needed with the GEMA/HS representative to utilize the tools necessary and to ensure that the plan meets the most current Federal regulations. Each county will be required to complete the following: Critical Facility Inventory and basic mapping will be established in the Georgia Mitigation Information System (GMIS), including running reports by jurisdiction for each identified hazard; GEMA/HS Worksheets 3A for each participating jurisdiction for each identified hazard; high level detail for all mitigation action steps as required by FEMA and GEMA/HS; insure all "recommended revisions" from their previous FEMA Plan review are addressed in the plan update.

Additionally, Hall County will insure the plan update is consistent with the most current requirements from FEMA, including:

- **Identify all changes to the plan within each section**, including revisions to the planning process, risk assessment, goals and objectives, plan maintenance process, etc.
- Update the Planning Process:
  - List jurisdictions participating in the plan that seek approval.
  - *Describe the process used to review and analyze each section of the plan, as well as the process used to determine if a section warranted an update.*
- **Improve the risk assessment**
  - Address any newly identified hazards that pose a more significant threat than was apparent when the previously approved plan was prepared.
  - Discuss new occurrences of hazard events and update the probability of future occurrences.
  - Incorporate new information where data deficiencies were identified in the previous plan, or if the data deficiencies remain unresolved, explain why they remain unresolved and include a schedule to resolve the issue.
  - Include current inventory of existing and proposed buildings, infrastructure, and critical facilities in hazard areas, including existing NFIP Repetitive Loss structures. The community will determine how far into the future they wish to go in considering proposed buildings and Critical Facilities based on and timed with the data gathering phase of their comprehensive plan or land use plan update.
  - Update the loss estimate to reflect any changes to the hazard profile and/or the inventory of structures. Any changes to analysis methodologies must be noted. Any previously noted data deficiencies should be updated or explained.
  - Include a general overview of land uses and types of development occurring within the community and highlight any new and/or relevant information.
  - If there are changes in the risk assessment or the vulnerability of the community to the hazards, the information must be attributed to the appropriate jurisdiction(s) or to the whole planning area, whichever applies.

- **Analyze, update, and continue development of Goals, Objectives, and Action Steps**
  - Use this update as an opportunity for jurisdictions to reconsider the goals and objectives. For goals and actions that remain, the plan must document that they were re-evaluated and deemed valid and effective.
  - Goals and objectives sHall include the community's strategy for new or continued NFIP participation.
  - Continue to use the "STAPLEE Criteria" (Social, Technical, Administrative, Political, Legal, Economic, and Environmental), or incorporate the STAPLEE Criteria if not previously used to assess the value of and develop an understanding of the cost effectiveness of mitigation action steps.
  - Update Action Items. If actions remain unchanged, the updated plan must indicate why changes are not necessary.
  - SHall include evaluation and prioritization for any new mitigation action steps.

- **Update the Plan Maintenance and Implementation**
  - Must include an analysis of whether the previously approved plan's method and schedule for monitoring, evaluating, and updating the plan worked, and what elements or processes, if any, were changed; and discuss the method and schedule to be used over the next five years.
  - Describe other planning mechanisms or ordinances that this plan will be incorporated into, such as Comprehensive Plans.

- **Information Dissemination**
  - Describe how the community was kept involved during the plan maintenance process over the previous five years, within the planning process section of the plan update.
  - The plan maintenance section sHall describe how the community will involve the public during the plan maintenance process over the next five years.

- **Adoption and Review**
  - The plan will be submitted for State review and recommendation prior to adoption.
  - Upon recommendation from GEMA/HS, the county and participating municipalities will adopt the plan.
  - The adopted plan will be submitted for FEMA review and approval.

C. Evaluation Information

a. Current Hall County Hazard Mitigation Plan Approval Date: 3/8/2023

b. Current Hall County Hazard Mitigation Plan Expiration Date: 3/7/2028

c. Previous grant award number utilized to perform the current HALL County Hazard Mitigation Plan: HMGP-4338-0033

d. Does Hall County participate in the Community Rating System (CRS)? Yes No **X** If yes, what is your CRS rating? 1 □ 2 □ 3 □ 4 □ 5 □ 6 □ 7 □ 8 □ 9 □ 10 □

e. Is Hall County a Cooperating Technical Partner (CTP)? Yes **X** No

f. Has Hall County adopted building codes consistent with the International Codes? Yes X No □

g. Have Hall County's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)? Yes **X** No □ If yes, BCEGS rating? 1 □ 2 □ 3 □ 4 □ 5 □ 6 □ **7 X** 8 □ 9 □ 10 □

h. Is Hall County a Firewise Community? Yes □ No **X** If yes, Firewise Community number? _____

i. Has Hall County adopted the National Fire Protection Association (NFPA) 5000 code? Yes **X** No □

j. Has this subapplication been previously submitted under any other FEMA program? Yes □ No **X** If yes, identify the Project name and number. _____

k. Has this subapplication been previously funded under any other FEMA program? Yes **X** No

l. Does any other Federal entity have primary funding authority for this project? Yes **X** No

m. Has work begun on this plan update? Yes □ No X

n. Is Hall County delinquent on any Federal debt? Yes □ No **X** If yes, please describe in the space below.

D. Project Milestones

List the major milestones in this project:

Milestone	Number of Days to Complete
Issuance of Recipient/Subrecipient Agreement	90 days
Hire Planning Consultant	60 days
Establish and Form Planning Committee	60 days
Gather Critical Facilities Data	60 days
Upload Critical Facilities to GMIS	30 days
Hazard Identification and Risk Assessment Update	120 days
Analyze, update, and continue development of Goals, Objectives, and Action Steps	90 days
Mitigation Strategy Update	90 days
Update Plan Maintenance and Implementation	60 days
Update the Planning Process	60 days
Submit Plan for GEMA Review and Approval	30 days
Submit Plan for FEMA Review and Approval	60 days
Plan Adoption and implementation	60 days
Financial Reconciliation and Closeout	90 days
Total	960 days

E. Location

Please provide a county map and give a brief description of the county and list the municipalities that will be covered by this plan update along with a description of each. (Example: Date founded, population, major industries, special events, etc.)



Population: 217,267 Total Area: 429 square miles

Hall County was founded in 1818, when the region's mountains were still populated by Native Americans, as the trading center of Northeast Georgia. Gainesville, its seat, soon became a frontier boom town as settlers flocked to homesteads in the rolling hills formerly inhabited by Cherokee Indians. With the discovery of gold in Lumpkin and White counties to the north in 1829, Gainesville became the trading and supply center for North America's first gold rush. While miners left for California in the mid-1800s, North Georgia continued to develop as a farming region with Gainesville as its hub.

While Hall's population has grown 40% since 1990, it continues to build on its historic base as the primary center of Northeast Georgia: its banking and financial center; the regional seat of the Federal Court; the health center, with more than 300 physicians and the region's largest major hospital; the educational center, with Brenau University, the University of North Georgia, Lanier Technical College, Riverside Military Academy, 2 public school systems and several prominent private schools; the sports center, with headquarters of the Atlanta Falcons, Road Atlanta, Olympic rowing and canoe / kayak facilities, several championship golf courses and dozens of public parks and camping areas; the arts center, with a wealth of cultural organizations, societies, groups and clubs. Uniquely Southern, rich in history but constantly evolving and progressing, Hall County offers both newcomers and long-time residents a superb environment unmatched anywhere in the world.

F. History of Hazards

Please provide an assessment of the frequency and severity of each of the following hazards that have affected the County in the past.

Coastal Storms:
Frequency: Not Applicable **x** Very Low □ Low □ Moderate □ High □
Severity: Minor □ Serious □ Extensive □ Catastrophic □

Earthquake:
Frequency: Not Applicable □ Very Low □ Low □ Moderate **x** High □
Severity: Minor **x** Serious □ Extensive □ Catastrophic □

Windstorms:
Frequency: Not Applicable □ Very Low □ Low □ Moderate **x** High □
Severity: Minor □ Serious **x** Extensive □ Catastrophic □

Fire:
Frequency: Not Applicable □ Very Low □ Low **x** Moderate □ High □
Severity: Minor **x** Serious □ Extensive □ Catastrophic □

Flood:
Frequency: Not Applicable □ Very Low □ Low **x** Moderate □ High □
Severity: Minor **x** Serious □ Extensive □ Catastrophic □

Freezing:
Frequency: Not Applicable □ Very Low □ Low □ Moderate **x** High □
Severity: Minor □ Serious **x** Extensive □ Catastrophic □

Hurricane:
Frequency: Not Applicable □ Very Low □ Low **x** Moderate □ High □
Severity: Minor x Serious □ Extensive □ Catastrophic □

Mud/Landslide:
Frequency: Not Applicable □ Very Low **x** Low □ Moderate □ High □
Severity: Minor **x** Serious □ Extensive □ Catastrophic □

Severe Ice Storms:
Frequency: Not Applicable □ Very Low **x** Low □ Moderate □ High □
Severity: Minor **x** Serious □ Extensive □ Catastrophic □

Severe Storms:
Frequency: Not Applicable □ Very Low □ Low **x** Moderate □ High □
Severity: Minor **x** Serious □ Extensive □ Catastrophic □

Snow:
Frequency: Not Applicable □ Very Low □ Low **x** Moderate □ High □
Severity: Minor **x** Serious □ Extensive □ Catastrophic □

Tornado:
Frequency: Not Applicable □ Very Low □ Low □ Moderate □ High **x**
Severity: Minor □ Serious □ Extensive **x** Catastrophic □

Tsunami:
Frequency: Not Applicable **x** Very Low □ Low □ Moderate □ High □
Severity: Minor □ Serious □ Extensive □ Catastrophic □

Typhoon:
Frequency: Not Applicable **x** Very Low □ Low □ Moderate □ High □
Severity: Minor □ Serious □ Extensive □ Catastrophic □

Volcano:
Frequency: Not Applicable **x** Very Low □ Low □ Moderate □ High □
Severity: Minor □ Serious □ Extensive □ Catastrophic □

G. Budget

In this section, with regard to the Scope of Work [Section I(B) above], please provide details of all costs in relation to this project. Reasonable cost estimates are essential. **Do not** include contingency costs in the budget. (See example below)

i. Labor

Description	Hours	Rate	Cost	Source
County Staff	468	$35.00/hr.	$16,380.00	County Budget

The budget includes $16,380.00 for county staff to be utilized as part of the non-Federal share. The cost for the county staff was determined based upon an average salary for the staff anticipated to participate in the planning process multiplied by the estimated hours to oversee the process, research hazard histories, inventory building and infrastructure assets, identify goals and objectives and get the updated plan adopted and approved.

ii. Fees Paid Include any other costs associated with the project, engineering, permits, inspections, etc.

Description of Task	Hours	Rate	Cost	Source
Contractor Fee	1,404	$35.00/hr.	$49,140.00	Grant

iii. Hazus Level 2 Analysis Include any other costs associated with the project, engineering, permits, inspections, etc.

Description of Task	Cost	Source
Hazus Level 2 Analysis	$8,268.00	Grant

Total Estimated Project Cost: $ 65,520.00

iv. Funding Sources (round figures to the nearest dollar) The maximum FEMA share for HMA projects is 90%. The other 10% can be made up of State and Local funds as well as in-kind services. HMA funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds which lose their Federal identity at the State level – such as CDBG, ARS, HOME) may not be used for the State or Local match.

v. Project Management Costs Include project management costs, not to exceed 5% of Total Estimated Project Cost.

Description of Task	Hours	Rate	Cost	Source
Project Management	147.6	$25	$3,689.40	Grant

The budget includes $3,689.40 for county staff to manage the project, including completion of the Recipient-Subrecipient Agreement, securing a contractor, quarterly reports, financial reconciliation and project closeout.

Estimated Cost Summary				
	FEMA	**State**	**Local**	**Total**
Total Estimated Labor and Contractor Cost	$49,140.00 *(75% Labor and Contractor Cost)*		$16,380.00 *(25% Labor and Contractor Cost)*	$65,520.00
Hazus Level 2 Analysis	$6,201.00 *(75% Hazus Cost)*	$2,067.00 *(25% Hazus Cost)*		$8,268.00
Total Estimated Project Costs	**$55,341.00**	**$2,067.00**	**$16,380.00**	**$73,788.00**
Project Management Costs (100% FEMA Funds)	$3,689.40 *(5% Total Estimated Project Cost)*			

Estimated FEMA Share	$ 55,341.00	75	% of Total
Non-Federal Share			
Estimated Local Share	$ 16,380.00	22	% of Total (Cash)
Estimated State Share	$ 2,067.00	3	% of Total (Cash)
Total Project Costs	$ 73,788.00	100	% of Total

HMA Planning Application

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions

to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED APPLICANT AGENT	TITLE Chairman
APPLICANT ORGANIZATION Hall County Board of Commissioners	DATE SUBMITTED

Hall County Government
BOARD OF COMMISSIONERS

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288

CHAIRMAN
David Gibbs

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

COUNTY ADMINISTRATOR
Zachary T. Propes

ASSISTANT
COUNTY ADMINISTRATOR
Casey Ramsey

ASSISTANT
COUNTY ADMINISTRATOR
John T. Gentry, Jr.

COUNTY CLERK
Jennifer Rivera

August 11, 2025

Mr. Stephen A. Clark

Manager

Hazard Mitigation Department

Georgia Emergency Management and Homeland Security Agency

Post Office Box 18055

Atlanta, Georgia 30316

RE: Hall County Five Year Hazard Mitigation Plan Update Grant Application for FEMA Grant Funding

Dear Mr. Clark:

I have been well informed of the County staff's preparation of the Hazard Mitigation Assistance (HMA) Application Worksheet. If accepted, we understand that the county may be eligible for federal grant funding to assist with the update of our Hazard Mitigation Plan.

I am writing to assure you that Hall County has funding to meet the required 22% Local Match for this project. We appreciate your assistance and the assistance of your staff in the preparation of this application.

Sincerely,

David Gibbs
Chairman
Hall County Board of Commissioners

BRASELTON
TOWN MANAGER

Jennifer H. Scott

June 2, 2025

Zachary Brackett
Emergency Management Director
Hall County Emergency Management Agency
P.O. Box 907730
Gainesville, GA 30501

Dear Mr. Brackett:

It is our understanding that Hall County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important, not only to the Hall County, but to Town of Braselton as well, in order to be eligible to future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

It is our intention to participate fully with the county in this process, providing input into the plan update, providing available staff resources to assist with the local match requirement and adopting the plan in order for the Town of Braselton to remain eligible for mitigation funding. We look forward to hearing from you on this process soon. If you have any questions, please contact me at 706-654-5720.

Sincerely,

Jennifer Scott
Town Manager & Clerk

4982 Highway 53 • P.O. Box 306 • Braselton, Georgia 30517
Phone: (706) 654-5720 • Fax: (706) 654-3109
jscott@braselton.net www.braselton.net

City of Buford

2300 Buford Highway • Buford, Georgia • 30518 • (770) 945-6761 • FAX (770) 932-7976 • Planning (678) 889-4629

August 7, 2025

Zachary Brackett
Emergency Management Director
Hall County Emergency Management Agency
P.O. Box 907730
Gainesville, GA 30501

Dear Mr. Brackett:

It is our understanding that Hall County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important, not only to the Hall County, but to the City of City of Braselton, City of Buford, City of Clermont, City of Flowery Branch, City of Gainesville, City of Gillsville, City of Lula, City of Oakwood as well, in order to be eligible to future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

It is our intention to participate fully with the county in this process, providing input into the plan update, providing available staff resources to assist with the local match requirement and adopting the plan in order for the City of City of Braselton, City of Buford, City of Clermont, City of Flowery Branch, City of Gainesville, City of Gillsville, City of Lula, City of Oakwood to remain eligible for mitigation funding. We look forward to hearing from you on this process soon. If you have any questions, please contact Bryan Kerlin at (770) 945-6761.

Sincerely,

Bryan Kerlin
City Manager
City of Buford

Bryan B. Kerlin, City Manager • Kim C. Wolfe, City Clerk • Lamar Sudderth, Administrative Assistant
Phillip Beard, Chairman Commissioners • L. Chris Burge, Vice Chairman Commissioners • Bradley W. Weeks, Commissioner

City of Rest Haven
428 Thunder Road
Buford, GA 30518

January 30, 2025

Zachary Brackett
Emergency Management Director
Hall County Emergency Management Agency
P.O. Box 907730
Gainesville, GA 30501

Dear Mr. Brackett:

It is our understanding that Hall County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important, not only to the Hall County, but to the City of City of Braselton, City of Buford, City of Clermont, City of Flowery Branch, City of Gainesville, City of Gillsville, City of Lula, City of Oakwood as well, in order to be eligible to future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

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Sincerely,

Monica Montgomery

Monica Montgomery
City Clerk

TOWN
OF
CLERMONT

P.O. Box 257 • Clermont, Georgia • 30527

"Where The Beautiful Mountains Begin"

Phone 770-983-7568 • Fax 770-983-7569 • townofclermont@gmail.com

June 2, 2025

Zachary Brackett
Emergency Management Director
Hall County Emergency Management Agency
P.O. Box 907730
Gainesville, GA 30501

Dear Mr. Brackett:

It is our understanding that Hall County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important, not only to Hall County but to the City of Braselton, City of Buford, City of Clermont, City of Flowery Branch, City of Gainesville, City of Gillsville, City of Lula, City of Oakwood as well, in order to be eligible to future Federal money for mitigation related projects. We also understand that there is a local match requirement, which can be met in part by the participation of our staff in the plan update process.

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Sincerely,

James S. Nix

James Nix
Mayor, Town of Clermont

FLOWERY BRANCH
Always Blooming!

May 30, 2025

Zachary Brackett
Emergency Management Director
Hall County Emergency Management Agency
P.O. Box 907730
Gainesville, GA 30501

Dear Mr. Brackett:

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Sincerely,

Tonya D. Parrish
City Manager

City of Flowery Branch ♦ 5410 Pine Street ♦ Flowery Branch, Georgia 30542
Office 470-798-0535 ♦ Fax 770-967-6481

CITY OF
GAINESVILLE

OFFICE OF THE CITY MANAGER

June 2, 2025

Zachary Brackett
Emergency Management Director
Hall County Emergency Management Agency
P.O. Box 907730
Gainesville, GA 30501

Dear Mr. Brackett:

It is our understanding that Hall County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important, not only to the Hall County, but to the City of Braselton, City of Buford, City of Clermont, City of Flowery Branch, City of Gainesville, City of Gillsville, City of Lula, and City of Oakwood as well, in order to be eligible to future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

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Sincerely,

Bryan Lackey
City Manager

TOWN OF GILLSVILLE
POST OFFICE BOX 25
GILLSVILLE, GEORGIA 30543

July 7, 2025

Zachary Brackett
Emergency Management Director
Hall County Emergency Management Agency
P.O. Box 907730
Gainesville, GA 30501

Dear Mr. Brackett:

It is our understanding that Hall County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important, not only to the Hall County, but to the City of City of Braselton, City of Buford, City of Clermont, City of Flowery Branch, City of Gainesville, City of Gillsville, City of Lula, City of Oakwood as well, in order to be eligible to future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

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Sincerely,

S. Wade Dale
Mayor Town of Gilsville

CITY OF LULA

"Home of Railroad Days"



P.O. Box 99 • 6055 Main Street
Lula, Georgia 30554

(770) 869-3801
Fax: (770) 869-1299

June 30, 2025

Mr. Zach Brackett, Director
Hall County Emergency Management & Home Security
P.O. Box 907730
Gainesville, GA 30501

RE: Hall County 2028 Hazard Mitigation Plan Application
Letter of Commitment - City of Lula

Dear Mr. Brackett,

Lula looks forward to working with you and the other municipalities as your office prepares the 2028 Hazard Mitigation Plan Application. We will support your efforts and provide appropriate city staff to work with you and support your information needs in preparing the plan.

Thank you for your assistance. Should you have questions or need additional information, please feel free to contact me at 770-869-3801.

Sincerely,

Franklin T. Etheridge
City Manager

CITY OF
OAKWOOD
BUILDING THE FUTURE TOGETHER

H. Lamar Scroggs
Mayor

Stephen Hendrix
Council Member

Pat Jones
Council Member

Todd Wilson
Council Member

Rhonda Wood
Council Member

Sheri Clark Millwood
Council Member

Donald T. Hunt
City Attorney

Mai Chang
City Clerk

B.R. White
City Manager

Post Office Box 99
4035 Walnut Circle
Oakwood, GA 30566
P. 770-534-2365
F. 770-297-3223

CityofOakwood.net

June 2, 2025

Zachary Brackett
Emergency Management Director
Hall County Emergency Management Agency
P.O. Box 907730
Gainesville, GA 30501

Dear Mr. Brackett:

It is our understanding that Hall County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important, not only to the Hall County, but to the City of City of Braselton, City of Buford, City of Clermont, City of Flowery Branch, City of Gainesville, City of Gillsville, City of Lula, City of Oakwood as well, in order to be eligible to future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

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Sincerely,

B.R. White
City Manager

AGENDA ITEM

Financial Services

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 525/2025

SUBJECT: Approve the ratification of the declaration of surplus vehicles and authorize the Chairman to execute any and all documents necessary to declare as surplus and unserviceable, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 10/06/25

Voting Meeting Date: 10/07/25

Executive Summary:

Presenter: EW

Recommendation:
Approve.

Purpose of Request:
Approve the ratification of the declaration of surplus vehicles and authorize the Chairman to execute any and all documents necessary to declare as surplus and unserviceable, subject to review and approval by the County Attorney.

History:
Original purchase prices are as follows:

2014 Rosenbauer Fire Truck - $277,963.00

1989 Ford C-8000 - $112,993.90

Facts and Issues:

Options:

This agenda item is for the approval to dispose of two (2) assets from the County capital asset listing. These vehicles have been confirmed to no longer be in the County's possession by the department, and through a vehicle audit completed by Risk Management. Even though these assets were previously disposed of the original documentation to dispose these assets was not able to be located.

Details of the vehicles are as follows:

- 2014 Rosenbauer Fire Truck bearing VIN 54F2DB619EWM10747
- 1989 Ford C-8000 bearing VIN 1FDYD80U5LVA00169

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

Approvals:

Buyer	Submit	Purchasing	Budget
AY	JM	AY	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:

Capital Asset Worksheet - 1989 Ford C-8000 Fire Truck
Capital Asset Worksheet - 2014 Rosenbauer Fire Truck

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 525/2025

Funds Requested: $ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested: No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: AY

Phone: 770-531-4940

Hall County, Georgia

CAPITAL ASSET WORKSHEET

ASSET # 1052200			MASTER ASSET		DESCRIPTION	1989 FORD C-8000 FIRETRUCK	
CLASS	50	VEHICLES	FUND SOURCE				
SUBCL	500	MOTOR VEHICLES	ACQUIS METH		MAINT CONT	Y	INSURED N
COMMODITY					VENDOR DESC	Vendor Name Mi	CARRIER
DEPT	4900	FLEET MAINTENAN	ACQUIS DATE	12/29/1989	TYPE	G	INSURED VAL 0.00
LOC CODE	4900	Fleet Maintenan	ACQUIS COST	112,993.90	EXPIRE DATE		EXPIRE DATE
LOC MEMO			ACRES	0.000	ANNUAL COST	0.00	POLICY CST 0.00
ROOM			QTY	1	MEMO		MEMO
STORAGE LOC			UNIT PRICE	112,993.90			
			PURCH MEMO				
STATUS	A	ACTIVE					
CONDITION			SOY BOOK	0.00	DEPRECIATE	Y	
CUSTODIAN	Hall County		CURRENT BOOK	0.00	DEPREC PRIN	112,993.90	
TITLEHOLDER	Hall County, GA		EST SALVAGE	0.00	FIRST YR/PR	1990/06	LAST YR/PR 2005/05
			REPL COST	112,993.90	EST LIFE	15	
TAG # 1052200			LAST INVENT	12/29/1989	PERIODS TAKEN	180	
SERIAL #	S/N 1FDYD80U5LVA00169		IMPROVE MEMO		ACCUM DEPREC	112,993.90	
MANUFACTURER							
MODEL			RETIRE DATE				
MODEL YEAR			DISP CODE				
LICENSE #			DISP PRICE	0.00			
			SALE PRICE	0.00			

VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE	INV AMT

GL Accounts

TYPE	ACCOUNT	PERCENT
Asset	850-0000-117501-0000-	100.00
Contra	850-0000-133100-0000-	100.00
Profit/Loss	850-0000-392000-0000-	100.00
Depreciation Expense	850-0000-561000-0000-	100.00
Accumulated Depreciation	850-0000-117511-0000-	100.00

PO Accounts

ACCOUNT	AMOUNT

CAPITAL ASSET WORKSHEET

ASSET # 9132		MASTER ASSET		DESCRIPTION	2014 ROSENBAUER FIRE TRUCK - CHASSIS ON		
CLASS	50 VEHICLES	FUND SOURCE					
SUBCL	500 MOTOR VEHICLES	ACQUIS METH		MAINT CONT	Y	INSURED	N
COMMODITY				VENDOR DESC	Vendor Name Mi	CARRIER	
DEPT	3520 FIRE RESCUE	ACQUIS DATE	06/30/2014	TYPE	G	INSURED VAL	0.00
LOC CODE	3520 Fire Services	ACQUIS COST	277,963.00	EXPIRE DATE		EXPIRE DATE	
LOC MEMO		ACRES	0.000	ANNUAL COST	0.00	POLICY CST	0.00
ROOM		QTY	1	MEMO		MEMO	
STORAGE LOC		UNIT PRICE	277,963.00				
		PURCH MEMO					
STATUS	A ACTIVE						
CONDITION		SOY BOOK	128,943.92	DEPRECIATE	Y		
CUSTODIAN	Hall County	CURRENT BOOK	73,016.45	DEPREC PRIN	277,963.00		
TITLEHOLDER	Hall County, GA	EST SALVAGE	0.00	FIRST YR/PR	2014/12	LAST YR/PR	2025/12
		REPL COST	277,963.00	EST LIFE	15		
TAG # 9132		LAST INVENT	06/30/2014	PERIODS TAKEN	133		
SERIAL #	54F2DB619EWM10747 (16413)	IMPROVE MEMO		ACCUM DEPREC	204,946.55		
MANUFACTURER							
MODEL		RETIRE DATE					
MODEL YEAR		DISP CODE					
LICENSE #	GV5167E	DISP PRICE	0.00				
		SALE PRICE	0.00				

VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE	INV AMT

GL Accounts

TYPE	ACCOUNT	PERCENT
Asset	850-0000-117501-0000-	100.00
Contra	850-0000-133100-0000-	100.00
Profit/Loss	850-0000-392000-0000-	100.00
Depreciation Expense	850-0000-561000-0000-	100.00
Accumulated Depreciation	850-0000-117511-0000-	100.00

PO Accounts

ACCOUNT	AMOUNT

HALL COUNTY
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AGENDA ITEM

Fire Rescue

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 585/2025

SUBJECT: Approve the award of IFB #020-46 Furnish and Install One (1) Replacement Generator at Fire Station #11 to LSI Electrical Services, Inc. of Gainesville, GA, in the amount of $79,561.50.

Meetings:

Work Session Date: 10/06/25

Voting Meeting Date: 10/07/25

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #020-46 Furnish and Install One (1) Replacement Generator at Fire Station #11 to LSI Electrical Services, Inc. of Gainesville, GA, in the amount of $79,561.50.

History:
LSI Electrical Services, Inc. was the electrical sub-contractor on FIre Station 1 and Fire Station 17. Fire Rescue as well as Facilities Management are very pleased with their work.

Facts and Issues:

This IFB #020-46 is to replace the existing generator currently in use at Fire Station 11. Three bids were received and LSI Electrical Services, Inc. was the lowest bidder. Fire Rescue recommends awarding the contract to LSI.

Options:

Funding Requested	$ 79,561.50
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	submit	approve	Purchasing
JD	JS	JS	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Bid Tabulation
Signature Request
Contract
Exhibit C - Cost Proposal LSI

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 585/2025

Funds Requested: $ 79,561.50

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	350-CAPITAL PROJECTS FUND	3520-FIRE RESCUE	542500-OTHER EQUIPMENT	$79,561.50

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS

Phone: 404-597-0084

IFB#020-46 - Generator Replacement at Fire Station #11	Capital City Electrical Services, LLC	LSI Electrical Services Inc.	DeHart and Hill Electric
	Norcross	Gainesville, GA	Cumming, GA
	Price	Price	Price
Price	$96,485.00	$79,561.50	$91,593.00
Estimated Time of Delivery	12-16 Weeks	12-16 Weeks	20 Weeks
Estimated Time of Completion Once Delivered	1 Week	3 Days	2 Weeks

BIDS SENT	33
ATTENDEES AT MANDATORY PRE-BID	5
BIDS RECEIVED	3
NO BIDS RCVD	0

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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: September 22, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 020-46

Bid/Contract Name: Furnish and Install One (1) Replacement Generator at Hall County Fire Station #11

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: LSI Electrical Services, Inc.

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount: 79,561.50

☐ Product Contract FY 2026 Estimated Amount: $0

Comment:
This IFB is to replace the existing generator currently in use at Fire Station #11. Of the five (5) contractors in attendance at the mandatory pre-bid, only three (3) of those contractors submitted a proposal. Fire Rescue recommends awarding the contract to LSI Electrical Services, Inc. as they are the lowest bidder.

The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

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Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 020-46

For the provision of

Furnish and Install One Replacement Generator at Hall County Fire Station #11

ARTICLE #101 – INTRODUCTION

This Contract to furnish and install one (1) replacement generator at Hall County Fire Station # 11 (hereinafter "Services") is made and as entered into as of _____ (execution date) and _____ (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and LSI Electrical Servies, Inc. which is principally located at 2978 Horseshoe Blvd., Gainesville, G,A 30507. (hereinafter "Contractor").

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

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

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

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

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

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

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

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed in the Scope of Work. Unapproved work outside the Scope of Work may not be compensated.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet, which shall be fixed and firm for the duration of the contract unless modified by mutual consent via Amendment or Renewal.

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER
Lamar Jones
Maintenance Project Manager/Corrections Officer
Hall County Facilities Management
2875 Browns Bridge Rd
Gainesville, GA 30504
ljones@hallcounty.org
Ph: 678-647-4518

COUNTY ISSUING OFFICER
Julie Dorough
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFORMATION

Contact Name: Joseph Lee Simmons

Title: President

Company Name: LSI Electrical Services, Inc.

Physical Address: 2978 Horseshoe Bnd

City, State, Zip: Gainesville, Ga. 30507

Email: lsielectricalservices@gmail.com

Phone: 678-316-7995

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 multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

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

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

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

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

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

ARTICLE #108 – TERMINATION PROVISIONS

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

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

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
   2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
   3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
   4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,
   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
   3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.

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

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

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

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the

provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

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

C. Contractor agrees to obtain prior written approval from the County for the use of sub-contractor(s) to provide the Services described in Scope of Work prior to sub-contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all service contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

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

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

ARTICLE # 119 – NO WAIVER:

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter 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.** Except for 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:

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

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

from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

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

B. **Invoice/Payment**

1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit C – Mandatory Cost Proposal Worksheet.
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Prior to Substantial Completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, in each case, the aggregate of payments previously made.
8. Retainage payments shall be paid by County after final acceptance of work.

C. Unsatisfactory Performance/Delay of Payment

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the

Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

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

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

F. The Contractor must not factor or assign payments to another entity or a financial institution. –The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A

The Contractor must furnish to the County both a performance and payment bond, both equal to one-hundred percent (100%) of the Contract's total award dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that follow.

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

ARTICLE #124 – RETAINAGE – N/A

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "Contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.

16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its sub-Contractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.

33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

LSI Electrical Services, Inc.

By:

Print Name: Joseph L. Simmons

Title: President

Sworn to and subscribed before me this

22nd Day of September 2025.

Notary Public:

Notary commission expires: 6-14-2027

[Seal or Stamp]

RACHAEL SIMMONS NOTARY PUBLIC HALL COUNTY GEORGIA EXPIRES 06-14-2027

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government
FINANCIAL SERVICES

EXHIBIT C

IFB # 020-46

Furnish And Install One (1) Replacement Generator at Hall County Fire Station #11

Company Name:
LSI Electrical Services, Inc.

Bidder's Name:
Joseph Lee Simmons

Bidder's Signature:

Date:
9-11-2025

Line	Lump Sum
Replace One (1) Standby Generator per specifications – includes five (5) year preventative maintenance	$79,561.50
Estimated Time of Delivery	12-16 weeks
Estimated Time of Completion Once Delivered	3 days

Total: $79,561.50

Proposal

To:	Hall County Government 2875 Browns Bridge Road Gainesville, GA 30504	From:	LSI Electrical Services, Inc. 2978 Horseshoe Bend Gainesville, GA 30507
Attn:	Lamar Jones	Contact:	Joseph Simmons
email:	ljones@hallcounty.org	email:	lsielectricalservices@gmail.com
Phone:	(678) 647-4518	Phone:	6783167995
FAX:		FAX:	
Proposal Date:	Sep 09, 2025	License #:	

We are pleased to submit our Quotation for our scope of work on this project

Project Name : Hall County Fire Station #11 Generator Replacement

Plan :

Specification :

PROJECT DESCRIPTION

SCOPE OF WORK: 1.Furnish and install new generator package. 2.Remove existing generator. 3.Modify existing pad to accommodate new generator

Project Name	Total Price
Hall County Fire Station #11 Generator Replacement	$79,561.50

See attached page(s) for breakdown

Respectfully Submitted:
LSI Electrical Services, Inc.

Signature:

Name: Joseph Simmons

Title: Administrator

Date: Sep 09, 2025

Acceptance of Proposal:
Hall County Government

Signature:

Name:

Title:

Date/Internal PO Number:

Project Name	Total Price
Hall County Fire Station #11 Generator Replacement	$79,561.50

Line Items

#	NAME	LINE TOTAL
1	Electrical Scope	$ 79,561.50

AGENDA ITEM

Human Resources

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 605/2025

SUBJECT: Approve the annual renewal of the retiree medicare advantage plan with Aetna Medicare of Atlanta, GA; authorization for the Chairman to execute all related documents, subject to the review and approval by the County Attorney. The estimated annual cost of this renewal is $518,275.00.

Meetings:

Work Session Date: 10/06/25 **Voting Meeting Date:** 10/07/25

Executive Summary:

Presenter: DLJ

Recommendation:
Department recommends approval of this agenda item.

Purpose of Request:
The purpose of this request is to seek approval for the renewal of the retiree medicare advantage plan with Aetna Medicare of Atlanta, GA.

History:

Facts and Issues:
The annual renewal reflects the following:

- PMPM (per member per month) increase of $68.30
- Monthly totals changed from $197.27 to $258.62

Options:

Funding Requested	$ 518,275.00
Are funds within current budget?	Yes
Source of Funds	Group Health Insurance Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
LJ	LJ	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Financial Supplement
Aetna Medicare Advantage Renewal

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 605/2025

Funds Requested: $ 518,275.00

Request Budgeted: Yes

Proposed Source of Funding:

Group Health Insurance Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552400-EMPLOYER INSURANCE PREMIUMS	$259,137.50
2027	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552400-EMPLOYER INSURANCE PREMIUMS	$259,137.50

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-6712

Proprietary & Confidential
Trade Secrets/Commercial and Financial Information – Not for Further Distribution

[redacted]

MEDICARE ADVANTAGE RATE PROPOSAL

Plan Sponsor Name: **Hall County**
Policy Period Start Date: **01/01/2026**
Policy Period End Date: **12/31/2026**
Medical Plan: **Medicare (P02) ESA PPO**
Pharmacy Plan: **Rx $8/$25/$50/$80**

- Please refer to the Financial Conditions and Plan Design Exhibits for an outline of the level of benefits quoted, as well as the terms and conditions of this proposal.
- Your Aetna Group Medicare Plan will renew for January 1, 2026.
- Benefits, premium, deductible, and/or copayments/coinsurance may change on January 1 of each year and are subject to CMS contract approval.
- All rates are on a Per Member Per Month (PMPM) basis.
- These rates exclude commissions.
- Renewal billed premium for January 1, 2026 to December 31, 2026: $518,274.48 annually, $43,189.54 monthly.

	Medical Rate	Pharmacy Rate	Total Rate
Current	$28.05	$162.27	$190.32
Proposed	$61.35	$197.27	$258.62
Change	$33.30	$35.00	$68.30

Total Medicare Eligible Members	167

State	Medicare Eligible Members	Medical Rate	Pharmacy Rate	Total Rate
Alabama	0	$61.35	$197.27	$258.62
Alaska	0	$61.35	$197.27	$258.62
Arizona	1	$61.35	$197.27	$258.62
Arkansas	0	$61.35	$197.27	$258.62
California	0	$61.35	$197.27	$258.62
Colorado	0	$61.35	$197.27	$258.62
Connecticut	0	$61.35	$197.27	$258.62
Delaware	0	$61.35	$197.27	$258.62
District of Columbia	0	$61.35	$197.27	$258.62
Florida	0	$61.35	$197.27	$258.62
Georgia	159	$61.35	$197.27	$258.62
Hawaii	0	$61.35	$197.27	$258.62
Idaho	0	$61.35	$197.27	$258.62
Illinois	0	$61.35	$197.27	$258.62
Indiana	0	$61.35	$197.27	$258.62
Iowa	0	$61.35	$197.27	$258.62
Kansas	0	$61.35	$197.27	$258.62
Kentucky	0	$61.35	$197.27	$258.62
Louisiana	0	$61.35	$197.27	$258.62
Maine	0	$61.35	$197.27	$258.62
Maryland	0	$61.35	$197.27	$258.62

Massachusetts	0	$61.35	$197.27	$258.62
Michigan	0	$61.35	$197.27	$258.62
Minnesota	0	$61.35	$197.27	$258.62
Mississippi	0	$61.35	$197.27	$258.62
Missouri	0	$61.35	$197.27	$258.62
Montana	0	$61.35	$197.27	$258.62
Nebraska	0	$61.35	$197.27	$258.62
Nevada	0	$61.35	$197.27	$258.62
New Hampshire	0	$61.35	$197.27	$258.62
New Jersey	0	$61.35	$197.27	$258.62
New Mexico	0	$61.35	$197.27	$258.62
New York	0	$61.35	$197.27	$258.62
North Carolina	4	$61.35	$197.27	$258.62
North Dakota	0	$61.35	$197.27	$258.62
Ohio	0	$61.35	$197.27	$258.62
Oklahoma	0	$61.35	$197.27	$258.62
Oregon	0	$61.35	$197.27	$258.62
Pennsylvania	0	$61.35	$197.27	$258.62
Rhode Island	0	$61.35	$197.27	$258.62
South Carolina	0	$61.35	$197.27	$258.62
South Dakota	1	$61.35	$197.27	$258.62
Tennessee	2	$61.35	$197.27	$258.62
Texas	0	$61.35	$197.27	$258.62
Utah	0	$61.35	$197.27	$258.62
Vermont	0	$61.35	$197.27	$258.62
Virginia	0	$61.35	$197.27	$258.62
Washington	0	$61.35	$197.27	$258.62
West Virginia	0	$61.35	$197.27	$258.62
Wisconsin	0	$61.35	$197.27	$258.62
Wyoming	0	$61.35	$197.27	$258.62

Signature: _____ Date: _____
Hall County, GA

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 524/2025

SUBJECT: Approve the service level agreement for GIS Managed Services for Planning & Zoning to ROK Technologies, LLC of Mount Pleasant, CA, in the amount of $104,754.00.

Meetings:

Work Session Date: 10/06/25

Voting Meeting Date: 10/07/25

Executive Summary:

Presenter: BG

Recommendation:
Approval.

Purpose of Request:
Approve the service level agreement for GIS Managed Services for Planning & Zoning to ROK Technologies, LLC of Mount Pleasant, CA, in the amount of $104,754.00.

History:
The contract with ROK Technologies was initially approved in October 2023.

Facts and Issues:

Options:

The cloud hosting and management allows for staff to maintain up to date databases and offering of GIS services.

Previously, GIS Data has been hosted on internal servers that limited the communication and functionality in order to avoid security concerns related to the connection we would encounter with a locally hosted GIS environment. This limited being able to have fieldworkers edit directly against our data. Moving to a cloud hosted GIS environment, we are able to rely on ROK Technologies to effectively manage and mitigate having data being accessible and editable by fieldworkers.

Having our GIS Data and services being locally hosted also slowed down our GIS services; being cloud hosted, we're able to have faster GIS services with better reliability.

This agreement is necessary in order to maintain our cloud hosted GIS based data and services.

This would be exempt under the purchasing ordinance from contract and bidding requirements as it relates to software for GIS Database Management.

Funding Requested	$ 104,754.00
Are funds within current budget?	Yes
Source of Funds	Development Services Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-10-15

Approvals:

Submit	Approve	Purchasing	Budget
KE	BG	AY	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:
Financial Supplement
Contract Cover Sheet
ROK Contract

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 524/2025

Funds Requested: $ 104,754.00

Request Budgeted: Yes

Proposed Source of Funding:

Development Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	521301-GIS	$104,754.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: September 22, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing

Your signature is requested to execute the attached Contract:

Bid/Contract Number: Single Source

Bid/Contract Name: ROK Technologies

Department(s) Requesting Contract: Planning & Zoning

Award Recipient Name: ROK Technologies, LLC

Contract Description:

☒ Annual Contract ☐ New ☐ Renewal

FY 2025 Spend: $100,308.00

☐ Price Increase Requested Increase Percentage:

☒ Project/Service Contract FY 2026 Estimated Amount:$104,754.00

☐ Product Contract Estimated Amount:

Comment:

Approve the service level agreement for GIS Managed Services for Planning & Zoning to ROK Technologies, LLC of Mount Pleasant, CA. This agreement is necessary in order to maintain our cloud hosted GIS based data and services. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

ROK TECHNOLOGIES

Cloud GIS Managed Services

Contract Name:

County of Hall, GA SOW (10-15-2025 to 10-14-2026)

ROK TECHNOLOGIES

1501 Belle Isle Avenue
Suite 110 PMB1047
Mount Pleasant SC 29464
info@roktech.net

ROK TECHNOLOGIES

Aug 8, 2025

County of Hall, GA
P.O. Drawer 1435
Gainesville, Georgia
30503

Dear Katie Florence,

We sincerely appreciate your continued interest in our GIS Support and Managed Services to support your Enterprise GIS. Enclosed within this document are comprehensive details regarding our offerings and their corresponding costs. Should you require any additional information or assistance, please feel free to reach out to me directly.

Once again, thank you for considering our services. We eagerly anticipate the opportunity to continue to support your program and contribute to its success!
Sincerely,

Rachel Jordan
Account Executive
ROK Technologies, LLC
1501 Belle Isle Pkwy |Mount Pleasant, SC 29464
p: | m: | e: rjordan@roktech.net

1. Introduction

ROK Technologies has been delivering GIS Managed Cloud Services for over a decade. As an Esri Platinum Partner, our sole focus is architecting, deploying and managing the ArcGIS® Enterprise suite and Desktop applications in cloud and hybrid environments. We serve hundreds of organizations in multiple verticals ranging from Fortune 500 companies to small local municipalities.

County of Hall, GA (hereafter referred to as "Client") has engaged ROK Technologies, LLC (hereafter referred to as "ROK") to perform implementation and managed services related to and in support of Client's AWScloud environment and Esri ArcGIS® Enterprise software.

This Statement of Work ("SOW") dated 10-15-2025 sets forth the scope of services, support, roles and responsibilities identified and agreed upon in addition to the terms and conditions under which the services shall be conducted.

ROK appreciates your investment and is dedicated to supporting the health and efficiency of its essential GIS and IT resources.

2. ROK's GIS Cloud Support and Managed Services

This section outlines the General, Esri Software, and Infrastructure related ongoing Managed Services the ROK Team will provide Client for the new Enterprise GIS environment. Our goal is to take the GIS and IT management off your plate so you can focus on what you do best!

General Services

Dedicated Client Success Manager

ROK's primary goal is to provide Client with flawless service, becoming an extension of Client's technical team of experts. Serving as Client's single point of contact, ROK Technologies assigned Client Success Manager's primary responsibilities shall include:

- Understanding Client's business needs
- Managing Client's ROK Technologies entitlements
- Accelerating the delivery of ROK's Technical Services
- Scheduled Business Reviews

Client Support

Client Support Tickets can be submitted 24 hours a day, 7 days a week via the Client Gateway or our toll-free support line which will be provided after execution of contract. Additional support details can be found in **Exhibit C**.

Esri Software Support and Services

The goal of ROK's Esri COTS Support and Services is to ensure your Enterprise stays up to date with the latest upgrades, configurations, and updates to meet your organizational requirements. In order for ROK to provide the following services, Client agrees to provide the ROK Team with the following access:

Software Services Requirements:

- Client provides the ROK Team with access to their My.Esri.com account via a new user (email to be provided by ROK) with permission to 'Take Licensing Actions.'
- ROK's Monitoring Agent installed in the Cloud Environment

Software Services - Incident Tracking

- Receive and respond to incidents reported by the Client in accordance with the service levels defined in **Exhibit C.**
- Record and track each incident in ROK's case management system.
- Periodically report the current status of the incident to designated Client personnel based on severity of issue outlined in **Exhibit C.**
- Communicate the steps taken to ultimately resolve the incident.

Esri Software Configuration Assistance

- Collect information from Client regarding the scope of the change requested, the motivation for the change, and the expected results.
- Investigate the potential impact of the change, in terms of desired results and unintended consequences.
- Determine the steps necessary to implement the change while mitigating risk.
- Recommend a course of action to Client.
- Implement changes in accordance with the plan of action upon Client authorization.
- Record the change in accordance with Client's change management processes.

Esri COTS Application Upgrades, Patches and Updates

- Upon request ROK's Managed Services Team will upgrade and configure Esri COTS to the desired version. Additionally, upon request, ROK's Managed Services will install critical and optional patches as they are released.

  ROK will communicate critical upgrade and patching opportunities for Esri COTS. If desired, both parties will work to schedule a day and time to complete the upgrade and/or patching that limits disruption of service.

- Upon request, ROK's Managed Services will install and configure new Esri COTS as desired by Client.

- Esri critical security patches will be reviewed by ROK for potential impact and applied based on an agreed upon schedule.

Third Party (Non-ESRI) Apps and Integrations

ROK Responsibilities:

ROK will provide reasonable **assistance** to the client with the installation of third-party applications within the ROK Managed ArcGIS Enterprise Environment, such as:

- Providing third-party vendor access as requested and defined by our customers.
- Configuring the ArcGIS platform for integrations, as specified by the selected third party (opening ports, configuring certificates, users, etc.).

Client Responsibilities:

- Clients are responsible for software requirements gathering.
- Clients are responsible for updating and patching all third-party software and accept any security or performance issues introduced by the third-party software.
- To obtain administrative rights for updating/patching software on ArcGIS Enterprise machines, clients must submit a ROK Support Case.
- Coordinate meetings between ROK and the third-party application vendor when needed.

ROK DISCLAIMS ALL WARRANTIES, OBLIGATIONS, AND RESPONSIBILITY FOR THIRD-PARTY APPLICATIONS PLACED BY CLIENT IN THE CLOUD ENVIRONMENT THAT ARE NOT MANAGED BY ROK. AS BETWEEN ROK AND CLIENT, CLIENT IS EXCLUSIVELY RESPONSIBLE FOR ENSURING THE SECURITY (INCLUDING BY INSTALLING ALL UPDATES AND PATCHES) OF SUCH THIRD-PARTY APPLICATIONS.

Infrastructure Support and Services

The primary goal of ROK's infrastructure support is to reduce the risk of system failure and to mitigate the impact of unplanned outages should they arise. The scope, deliverables, and terms of ROK's Infrastructure Support services are described below in the following sections and **Exhibit C**.

Infrastructure Services

Management of OS Updates and Patches |ROK Managed Services handles the deployment of critical and security updates to your managed virtual machine operating systems. OS Patching activities help keep your resources current and secure and are automated and monitored as they are released. Any non-critical/security OS patches and other non-managed (IE NOT ESRI) applications are not the responsibility of ROK. Clients can work with ROK to identify any additional OS patches of concern and ROK will install. Non-managed applications are not the responsibility of ROK, unless explicitly agreed to.

Infrastructure Monitoring and Response | ROK Managed Services monitors the overall health of your ArcGIS infrastructure resources and handles the daily activities of investigating and resolving alarms or incidents. Committed to a 2-hour maximum response time, in the event of an instance failure, our team would take appropriate action to help minimize or avoid service interruption.

Infrastructure Changes | ROK assumes the responsibility of rightsizing, adding, and removing GIS and associated Cloud infrastructure as necessary, pending client approval. In emergency response situations, the client grants ROK the authority to implement modifications, ensuring uninterrupted uptime for the environment

BackUp and Retention | ROK assumes the responsibility of running and retaining the backups of the VMs and Enterprise GeoDatabases per the frequency and duration listed on the BackUp and Retention Table.

Virtual Desktop Management | ROK provides ongoing support for ArcGIS Pro and/or Desktop on your VDI Solution. The management of any additional software or application is the sole responsibility of the Client and ROK cannot be held liable for any inherent security or performance issues introduced.

3. Exclusions - ROK Service and Support does not include the following:

- Debugging custom components, applications, code, or models
- Customization of solutions, templates, or tools; including unsupported software functionality. Please contact Esri's consulting services for assistance in this area.
- Workflow design, data processing, data design, or software training. Please explore Esri's training resources or contact Esri's consulting services for assistance in these areas.
- Issues specific to third-party hardware, software, technology, or peripherals not provided by Esri
- Questions related to product pricing, license agreements, or contracts. Please contact Esri Sales for more product information.
- Web or Mobile Application Development
- Data editing and analysis
- ArcGIS Monitor interpretation and analysis
- Script authoring and maintenance
- Configuration of ArGIS Enterprise Collaborations (ArGIS Enterprise or ArGIS Online)

4. Assumptions

ROK's delivery of the services defined by this Agreement is based on the assumptions described below. Any deviation from these assumptions might impact the scope of services to be provided and associated fees:

- ROK Technologies shall primarily render Support services remotely, while making use of current technologies that provide remote access and control of the supported systems where available.
- Client shall permit the use of remote access technologies that enable ROK Technologies to render services remotely.

5. Scheduling

As part of these offerings, ROK Technologies will conduct proactive scheduling with Client. As scheduling changes arise, Client shall contact ROK Technologies one (1) to two (2) weeks in advance where possible. The ROK Technologies Technical Operations Team will make a best effort to accommodate special requests.

6. Change Control Policy

As ROK Technologies and Client collaborate on this Service Level Agreement, it is possible that either party will find reasons to change the scope of this Agreement. In the event that Client would like to discuss the addition or subtraction of specified, agreed upon services, Client will submit a Service Request to ROK. Client's, ROK Technologies Account Manager will make contact within one (1) business day to review or schedule a review of this request.

7. Disclaimers

In addition to the disclaimers and limitations set forth in **Exhibit D** Master Services Agreement (MSA), Client understands and agrees as follows with respect to the Managed Services rendered hereunder:

ROK is not responsible for the loss of data caused by the action(s) of Client. No warranty or service contract covers infection of any system with a virus introduced by Client. All work necessary for ROK Technologies to remove viruses will be billed to Client. Work performed under a service contract is governed by the terms of said service contract.

The uptime, support requirements, and response times set forth in this SLA shall not be binding upon ROK for any occurrence, failure of service, or other malfunction caused by Client, any employee, vendor or other agent of Client, or any inability of ROK to obtain the minimum access to Client's system.

8. Acceptance

This Agreement constitutes the full agreement between ROK and Client for the Managed Services described herein.

Upon execution by the Parties, this Statement of Work, or "SOW" issued under, integrated with, and governed by the Master Services Agreement "Exhibit D" between the Parties. Capitalized terms not defined in this SOW shall have the meaning ascribed to them in the MSA.

The undersigned parties acknowledge their acceptance of this SOW and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to sign this SOW and enter into this Agreement on behalf of their respective organizations.

9. Term, Pricing, and Billing

The Managed Services hereunder are billed Annually. The billing amount for this SOW shall be based on the services described in the table below. Terms of payment are Net 30 Days. Late fees will be applied on invoices greater than sixty (60) days from the date invoiced and can result in suspension of services.

Services	
Esri Software Support	
Cloud Infrastructure Support Services	
Virtual Desktops	7
Annual Cost	**$104,754**
Term	**1 year**

The initial term of this SLA shall begin on 10-15-2025 and expires in 12 months. Upon expiration, this SLA shall automatically renew for an additional one (1) year term unless either Party provides written notice to the other Party of its intent not to renew at least sixty (60) days before the expiration of the then-current term.

Infrastructure and services will be reviewed on an ongoing basis. Should County of Hall, GA require a change in resources that differ from those listed in this SLA, ROK Technologies will communicate the necessary changes to County of Hall, GA along with the associated costs/savings.

Any general price increase will be communicated in writing before the auto-renewal. General price increases will not exceed 7% of the applicable services in the prior term unless the pricing for the previous term was designated in the SLA as promotional or one-time.

Payments are due 30 days from receipt of the invoice. Non-payment after 60 days can result in suspension of service.

Exhibits A through E are hereby incorporated into the provisions of this contract.

ROK TECHNOLOGIES

Contract Term: 12 months

Contract Start Date: 10-15-2025

Contract End Date: 10-14-2026

Payment Option: Annually

Agreed to and Accepted By:

ROK Technologies, LLC	**Client**
Signature:	**Signature**:
Name: Alexandra Coleman	**Name:**
Title: CEO, ROK Technologies	**Title**:
Date: Aug 8, 2025	**Date:**
	Verification:

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Exhibit A: Environment Overview

Infrastructure Details Table

Environment	Name	Version	Qty	Up time %	OS (GB)	Data (GB)	Log (GB)	Server Size
Production	AWS - ArcGIS Portal		1	100	100	150		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Relational DataStore		1	100	100	150		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Server		1	100	100	150		8 vCPUs 32GB RAM
Production	AWS - Citrix Server		1	100	100	500		8 vCPUs 32GB RAM
Production	AWS - File Server		1	100	100	600		2 vCPUs 8GB RAM
Production	AWS - SQL Server		1	100	200	300		4 vCPUs 16GB RAM
Production	AWS - Web Server		1	100	100	150		2 vCPUs 8GB RAM
Production	Citrix Workspace License(s)		7					
	AWS - Active Directory		1					
	AWS - S3 Bucket - 1TB		4					

Applications

Environment	Server	Application
Production	ArcGIS Portal Server	Portal for ArcGIS
Production	ArcGIS Relational Data Store	ArcGIS Datastore
Production	ArcGIS Server	ArcGIS Server
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS Web Adaptor

Integrations

The following table lists integrations and interfaces that will be included in the Enterprise GIS environment. These are shown in alphabetical order. ROK's role in assisting CLIENT with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or the cloud environment (opening ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by Client.
- Configuring the ArcGIS system for integrations, as specified by the selected third party.
- Client will be required to ensure all business interfaces and workflows are tested and working correctly.

Integrations Table

Interface	Description
No App Integrations	N/A

Virtual Desktop Solution(s)

Server	Server Size	OS Drive (GB)	Data Drive (GB)
AWS - Citrix Server	8 vCPUs 32GB RAM	100	500

VDI Service	Qty	Description
Citrix Workspace License(s)	7	

The VDI Solution is scoped to support the software and/or applications defined in the VDI Applications Table below. Any additional software and/or applications installed by Client or by ROK by request can impact performance and may result in a change in scope.

VDI Application(s)	Description
ROK Supported Software ROK supports ArcGIS Pro and Desktop on your VDI Solution. The management of any additional software or applications is the sole responsibility of the Client and ROK cannot be held liable for any inherent security or performance issues introduced.	

Exhibit B: Content Summary

No content will be migrated into the Cloud environment as part of this SOW

Exhibit C: Support

Client Support

Tickets can be submitted 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract. Tickets may also be submitted any time via email or from the Client Gateway. Contact emails and Client Gateway information will be provided following execution of contract.

Support Overview

Client Gateway ("Gateway"): ROK will provide the Client with unlimited access to Gateway support. Client will report malfunctions by accessing the Gateway and creating a service ticket or by sending an email to a dedicated support email address. A member of ROK's Support Staff ("Support Staff") will be assigned and Client will be contacted within a timeframe defined by the severity of the Malfunction. If the Support Staff member handling a request is unable to provide adequate assistance to Client for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to Client's reasonable satisfaction. All support ticket activities, findings, and resolutions will be tracked in the customer portal for future reference.

Telephone Support Service: ROK will provide to Client unlimited access to 24/7 Telephone Support ("Telephone Support") via a toll-free number. Client will report Malfunctions by calling the Telephone Support number. A member of the Support Staff will be assigned to the Malfunction, and Client will be contacted within the timeframe defined by the severity of the Malfunction.

Severity of Malfunctions

ROK will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction Severity classifications are as follows:

Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes a loss or corruption of data, where either the entire company or large groups of users are affected.

Severity Level 2: A problem which causes the Services to be intermittently inoperative, disrupted or malfunctioning and which materially interferes with Client's use of the Services, for the entire company or large groups of users.

Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, for small groups or individual users, but which causes only a minor impact on Client's use of the Services and for which an acceptable circumvention is available.

Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications

Correction of Malfunctions

ROK will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction classifications are as follows:

Report of Malfunction With respect to a report of any Malfunction, Client personnel making such a report will describe to the Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, based upon the criteria of the Severity Definition, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.

Critical Malfunctions If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Client's reasonable satisfaction through communication with the Support staff within two (2) hours after ROK receives the description of the Malfunction, ROK will: (1) escalate the problem to additional members of Support Staff and ROK's Client Success Manager; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Client of the steps taken and to be taken to resolve the problem, the progress to correction, and the estimated time of correction, and update that report every two (2) hours until the Critical Malfunction is resolved.

ROK's Level of Effort ROK will work continuously until any Critical Malfunction, of which a correction or workaround has not been achieved, has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within two (2) days ROK will work continuously, during normal ROK working hours, try to resolve any Severity Level 1 or 2 Malfunction. ROK and Client will mutually agree upon a schedule within which to resolve any Severity Level 3 or 4 Malfunction.

Action Required from ROK For Critical Malfunctions, ROK will work to provide an immediate correction, which will then be promptly implemented for the Client staff to test. For a Severity Level 3 or 4 Malfunction, ROK will provide a correction as promptly as reasonably achievable.

Backup Frequency and Retention Period

ROK Technologies provides 24/7 monitoring and management of backup and retention processes for Virtual Machine (VM) attached disks and SQL Server instances to ensure data integrity and availability. Backup specifications and retention details are listed below. Backup failures trigger immediate alerts, and corrective actions are taken promptly. Clients are responsible for notifying ROK Technologies of any changes in backup requirements.

Service	Qty
VM and Volume - Daily Full Backup (#/day)	2
VM and Volume - Daily Full Backup Retention (mo)	1
VM and Volume - Monthly Full Backup Retention (mo)	12
SQL Server - Daily Differential Backup (#/day)	4
SQL Server - Daily Differential Backup Retention (mo)	1
SQL Server - Weekly Full Backup (#/week)	1
SQL Server - Weekly Full Backup Retention (mo)	1
SQL Server - Monthly Full Backup Retention (mo)	12

Exhibit D: Master Services Agreement

This Master Services Agreement (the "**MSA**") is effective as of Aug 8, 2025 (the "**Effective Date**") by and between ROK Technologies, LLC ("**ROK**") and Client. ROK and Client are each individually referred to herein as a "**Party**" and collectively as the "**Parties**." This MSA shall govern the Parties' relationship as more fully described in Statements of Work (each, an "**SOW**") agreed upon between the Parties pursuant to the terms of this MSA. This MSA anticipates the execution of various written SOWs and the following terms shall apply to such SOWs. The MSA, SOW and all exhibits, addendums and/or amendments thereto are collectively referred to herein as the "**Agreement.**"

A. RECITALS

ROK is in the business of architecting, hosting and managing the infrastructure for geographical information system—or "GIS"—computing systems.

Client seeks to hire ROK to provide certain Services in relation to Client's own GIS Platform, and ROK desires to provide the Services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

B. SELECT DEFINITIONS

"**Client's Platform**" or the "**Platform**" means the collection of Client's data and applications managed by ROK pursuant to this Agreement.

"**Managed Services**" means the management of Client by ROK pursuant to a Service Level Agreement.

"**Non-Tenant**" means client when client owns the infrastructure supporting the Esri Enterprise software.

"**Professional Services**" means any and all Services rendered by ROK to Client pursuant to a SOW other than Managed Services, such as consultation, data assessment and recommendations, and so forth.

"**Services**" means any and all Services rendered by ROK to Client pursuant to a SOW, including all Managed Services and Professional Services.

"**Service Level Agreement**" or "**SLA**" means a type of SOW that sets forth the specific terms applicable to ROK's provision of Managed Services.

C. SERVICES

Services. Services will be provided by ROK pursuant to the terms and conditions of this Agreement and any applicable SOW—including, where applicable, a Service Level Agreement.

ROK may use subcontractors (under separate contract to ROK) to perform the Services, or portion(s) thereof.

D. SOWs

1. **Form of SOW** ROK will not proceed with performing Services until both Client and ROK have signed the applicable SOW. Each SOW, once signed by both Parties, will become a part of this Agreement. Each SOW must be in writing and should include, at a minimum:

   a. Description of Services and deliverables in sufficient detail to gauge the successful progress and completion of the Services;

   b. Period of duration expected date(s) of completion (by phase/milestone or entire project) or delivery of deliverables, and/or other performance timetable;

   c. If applicable, designated means of performance, including identification of any particular roles or individuals required to participate in the Services;

   d. Resources required from Client for performance of the Services, such as access to particular information, systems, or environments, involvement of specific personnel, and so forth;

   e. If applicable, acceptance criteria and testing period, permissible reasons for rejection and ROK's duty to remedy the same, if any;

   f. Fees owed to ROK for the Services, along with method of computation (e.g., fixed fee or hourly rate) and timing/conditions of payment (e.g., milestone-based);

   g. Description and estimated amounts of any significant reimbursable expenses expected to be incurred; and

   h. Identification of the Client department responsible for overseeing the project and Client's employee designated as project owner.

2. **Amendment** SOWs may only be amended by a written document signed by each Party's authorized representative, and per the change management procedures set forth there

3. **Governance** Each SOW will, upon execution by both of the Parties hereto, be incorporated into and become part of this Agreement. In the event of any conflict between this Agreement and any SOW, the terms and conditions of the applicable SOW shall control as to the specific deliverables and Services addressed in said SOW, and this Agreement shall control as to all other matters.

E. PRICING

1. **Pricing** Prices for Services will be specified in one of the following, as applicable to the Services to be provided:

   a. Those specified in ROK's then-current price list

b. Those specified in a written price quotation submitted by ROK; or
c. Those specified in the SOW; or
d. Incidental extra fees agreed-upon by the Parties from time to time

2. **Taxes** All prices are exclusive of any taxes, fees, duties or other applicable amounts. Client shall pay the taxes related to Services purchased pursuant to this Agreement, or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes, if any, will be billed as a separate item on the invoice. ROK reserves the right to increase the fees for Services in the event Client determines any withholding tax obligation prevents ROK from receiving the specified prices for such Services.

F. PAYMENT AND INVOICING

Payment Unless otherwise indicated in a SOW, payment terms are net 30 days. Any sum not paid by Client within sixty (60) days from the date of the invoice will bear interest from the date of the invoice until paid at a rate of: (i) ten (10) per cent per annum or (ii) the maximum rate permitted by law, whichever is less.

- **Invoicing** As set forth below, ROK will invoice Client depending on the type of Services:

  a. For Managed Services, unless otherwise agreed by the Parties in the applicable SOW, ROK will invoice Client for such Services, and payment will be due, in advance of performance of the same.

  b. For Professional Services, ROK will invoice Client per the SOW's invoicing schedule. Invoices may contain multiple milestones or a single invoice at the start or end of the project. Unless otherwise mutually agreed upon in writing or via a change management procedure, the total invoiced amounts for SOW milestones shall not exceed the total amount agreed upon in the SOW. If a SOW does not contain a milestone schedule, ROK will invoice Professional Services performed under such SOW as set forth in such SOW.

- **Deposit** ROK reserves the right to charge Client a deposit for payment on any SOW.

- **Disputed Charges** Written notice of any disputed charge must be received by ROK within 20 days of the date of issuance of the invoice in question or Client forfeits the right to dispute the charge. This notice must include the invoice number in dispute, the item(s) and amount(s) disputed and a complete description of the basis for Client withholding payment. Notice of any disputed charge does not release Client from the obligation of paying any remaining balance of the invoice under the terms specified. Upon resolution of the disputed charge, ROK will issue a credit memo or Client will pay the total amount outstanding referenced by the dispute. Any disputed charge resolved in ROK's favor shall be liable to accrue late payment fees based on the terms of purchase.

- **Collections** If payment has not been received within the three-month period after the due date, ROK will have no other option but to undertake collection and enforcement efforts. If collection and enforcement efforts are undertaken by ROK, Client shall be liable for all costs thereof, including reasonable attorneys' fees. If Client is in arrears on any invoice, ROK may, upon giving notice, apply any deposit thereto and suspend, withhold or terminate further performance of Services until all arrearages are brought current.

G. TERM, SCOPE, AND TERMINATION

1. **Term** The term of this Agreement will commence on the Effective Date and, unless terminated pursuant to this section, shall remain in effect until the later of one (1) year after the Effective Date or (2) sixty (60) days

after completion of all rights and obligations by each Party under any SOW, so long as no other SOWs are outstanding.

2. **Change of Scope** ROK reserves the right to change the scope and content of any of the Services upon client amendment approval

3. **Termination** This Agreement, and any Services being performed hereunder, may be terminated immediately by either Party upon written notice:

   a. If the other Party breaches any of the material provisions of this Agreement and the breach is not capable of being cured or after providing thirty (30) days written notice to the breaching Party if the breaching Party fails to cure such breach within such period;

   b. If the other Party: ceases, or threatens to cease to carry on business as a going concern; or becomes or may become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets; or an event similar to any of the foregoing occurs under applicable law;

   c. If, except as provided below, either Party assigns (by operation of law or otherwise, including merger) or transfers any of the rights or responsibilities granted under this written agreement, any support agreement, or any SOW, without the prior written consent of the other Party, or in the event of a sale of all or substantially all of such Party's assets or transfer of a controlling interest in such Party to an unaffiliated third Party. Notwithstanding the foregoing: ROK reserves the right to subcontract Services to any affiliate or third-party organization to provide Services to Client, and ROK may assign this Agreement or all or any portion of its rights and obligations hereunder, to any affiliate of ROK; and/or

   d. If fees are not paid when due and payment has not been received within thirty (30) days after notice from ROK to Client of such past due payment, ROK may suspend or withhold the provision of Services until all amounts past due are paid in full, and/or immediately terminate this Agreement or any Services provided hereunder.

4. **Early Termination** Client's termination of this Agreement or any SOW prior to the expiration of the then-current term thereof (including, without limitation, by ceasing payments under the Agreement) shall result in each of the following:

   a. Client shall pay to ROK an "Early Termination Fee" in the amount of five thousand dollars ($5,000); and

   b. In addition to the foregoing Early Termination Fee, Client shall pay to ROK the greater of (i) the remaining fees due under the Agreement for the remainder of the then-current term, or (ii) an amount equal to the fees payable for one (1) full year of the Services, calculated based on the average monthly (or other periodic) fees paid by Client during the six (6) months immediately preceding the termination date (or, if Client has not yet paid for six months of Services, based on the initial monthly fee).

   c. In the event Client has prepaid any fees for Services beyond the date of termination, Client acknowledges and agrees that such prepaid fees shall be forfeited and are non-refundable.

   d. All amounts due under this Section shall be immediately due and payable upon the effective date of termination. ROK reserves the right to invoice Client for such amounts, and Client agrees to pay such invoice within fifteen (15) days of the invoice date.

5. **Effect of Termination**

   a. If, following termination of this Agreement, the Parties execute an SOW, then any such SOW will be governed by the terms and conditions of this Agreement notwithstanding the earlier termination of this

Agreement, unless and until the Parties execute a new MSA to govern the SOW.

b. Each of the Services provided hereunder will terminate immediately upon termination of this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, the Parties' ongoing obligations under any non-terminated SOWs will continue through the end of their defined term, unless otherwise agreed by the Parties in writing.

c. Upon termination of this Agreement or any Services, Client shall pay ROK for all work ROK has performed up to the Effective Date of termination at the agreed upon prices, fees and expense reimbursement rates.

H. BACKUPS; DATA LOSS OR CORRUPTION

Data Loss or Corruption. ROK is not responsible for any loss, alteration, destruction, damage, or corruption of data resulting from Client's introduction of a virus or other corrupting force (a "**Virus**"). Any warranty or service contract does not cover infection of any Client application or system with such as a Virus. Any virus not expressly introduced by ROK shall be deemed a Virus introduced by Client. ROK may, at its discretion, bill Client for the Professional Services required to remove a Virus and restore the system.

I. Client RESPONSIBILITIES AND RESTRICTIONS

Tenant Responsibility for Certain Factors Affecting Uptime. The service commitment and hourly or uptime commitment do not apply to any unavailability, suspension or termination of an included Service, or any other included Service performance issues: (i) caused by factors outside of ROK's reasonable control, including any force majeure event or internet access or related problems beyond the demarcation point of the applicable included Service; (ii) that result from any actions or inactions of Client or any third party, including failure to acknowledge a recovery volume; (iii) that result from Client's equipment, software or other technology and/or third party equipment obtained by Client, software or other technology (other than third-party equipment within ROK's direct control); (iv) that result from Client or third-party (including Cloud provider) policies or protocols inherited by ROK; (v) relating to compliance with laws applicable to Client's industry that are not generally applicable to information technology service providers; or (vi) arising from ROK's suspension or termination of Client's right to use the applicable included Service in accordance with the Agreement. If availability is impacted by factors other than those listed herein or used in ROK's monthly uptime percentage calculation, then ROK may issue a service credit to Client at its exclusive discretion.

For each individual Virtual Machine Instance, ROK will use commercially reasonable efforts to make the Single Virtual Machine Instance available with an Instance-Level Uptime Percentage of at least 99.5%, in each case during any monthly billing cycle. In the event any Single Virtual Machine Instance does not meet the Instance-Level Uptime Percentage , Client will be eligible to receive a Service Credit as described below.

Instance Level Uptime Percentage	**Service Credit Percentage**
Less than 99.5% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 95.0%	30%
Less than 95.0%	100%

J. WARRANTY; DISCLAIMER AND LIMITATIONS

Services Warranty. With respect to Services performed by ROK, ROK warrants to Client, unless otherwise specified in writing, that the Services as and when delivered or rendered, will conform to the standard of care exhibited by reasonably skilled contractors in the industry (network systems integration). Client shall notify ROK in writing within ninety (90) days after provision of the Services in question if any of the Services fail to conform to the standard of care set forth in this Agreement. The passage of the thirty (30) day period after provision of the Services without the notification described herein shall constitute Client's final acceptance of the Services.

Third-Party Product Warranties. With respect to particular products manufactured or supplied by third parties to ROK for resale to Client, ROK MAKES NO WARRANTIES OF ANY KIND IN ADDITION TO OR EXCEEDING THE WARRANTY SUPPLIED OR OFFERED BY THE RESPECTIVE MANUFACTURER OR SUPPLIER, which shall be transferred or assigned to Client, if possible, and Client's recovery is limited to recovery against such manufacturer or supplier for breach of any applicable warranties of manufacturer or supplier. In the event of a claim by Client for breach of product warranty, ROK must follow the warranty policy established by the manufacturer. This policy may require return of the warranted item to the manufacturer for repair. At Client's request, ROK agrees to take all actions reasonably necessary or appropriate to secure Client's rights and to protect its interests under such third-party warranties. Work performed by ROK, not covered by product warranty, will be billed to Client at the applicable ROK rate.

Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. USE AND RELIANCE ON THE SERVICES ARE AT Client'S OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, ROK EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY RELATING TO THE SERVICES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, ROK EXPRESSLY DISCLAIMS ANY THAT USE OF OR ACCESS TO THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, FREE OF DEFECTS, OR FREE OF TECHNICAL PROBLEMS.

Limitation of Liability. ROK'S LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, IS ABSOLUTELY LIMITED TO CORRECTION OF ANY NONCONFORMITIES IN ANY SERVICES, OR REFUND OF THE PURCHASE PRICE, OR REFUND OF SPECIFIC AMOUNTS PAID FOR PRODUCTS OR SERVICES WHICH FAIL TO CONFORM, AT ROK'S SOLE OPTION AND THE AGGREGATE AMOUNT THEREOF FOR ALL CLAIMS RELATING TO ANY PARTICULAR PRODUCT OR SERVICE SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO ROK UNDER THIS AGREEMENT FOR THE PARTICULAR PRODUCT OR SERVICES WHICH GIVE RISE TO THE CLAIM. EXCEPT FOR THEIR INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, GENERAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING LOST PROFITS, LOST SAVINGS, LOSS OF DATA OR LOSS OF USE), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES, NOR FOR ANY CLAIMS ARISING FROM Client'S USE OR TRANSFER OF ANY SERVICES SOLD HEREUNDER. NO ACTION, REGARDLESS OF THE FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY Client MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENTS WHICH GAVE RISE TO THE CAUSE OF ACTION. THE PRICING OF ALL SERVICES AND THE TERMS AND CONDITIONS OF ALL SALES ARE BASED UPON THIS LIMITATION OF LIABILITY.

K. NON-SOLICITATION

During the term of this Agreement and for a period of one (1) year following the end of this Agreement, neither Party will (i) offer employment to any employee of the other Party; or (ii) attempt to directly or indirectly induce

any employee of the other Party to terminate his or her employment. In the event of a breach of this section, money or damages may not be an adequate remedy, and, therefore, in addition to any other legal or equitable remedies, each Party shall be entitled to seek an injunction against such breach. The obligations set forth in this section are independent covenants and shall survive termination of this Agreement. Notwithstanding the foregoing, each Party shall be free to offer employment to any employee or subcontractor that directly contacts such Party in response to general public advertisement of employment opportunities (including the use of employment agencies and recruiters).

L. DISPUTE RESOLUTION

Governing Law. This Agreement, including without limitation this Agreement's interpretation, shall be treated as though this Agreement were executed and performed in the State of Georgia, and shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either Party.

1. **Elective Arbitration.** Except to the extent not preempted by the federal arbitration act, 9 U.S.C. §1 et seq. (1970), any claim or controversy arising out of, or relating to, any provision of this contract, or the breach thereof, may upon agreement of the parties, be settled by three (3) arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association, to the extent consistent with the laws of the state of Georgia and the Uniform Arbitration Act, S.C. Code §15-48-10, et seq. Arbitration shall be held at a venue as agreed upon in writing by the Parties. In the event no venue can be agreed upon by the parties arbitration shall be held in Hall County, Georgia. An election by the parties to arbitrate under this paragraph shall be binding on all other Parties and their heirs, successors, and assigns. The AAA fees shall be divided equally between the Parties unless otherwise determined by the arbitrators.
2. **Venue.** Subject to and without waiving the arbitration agreement in the preceding paragraph, the proper and exclusive venue for any judicial action between the Parties—including any remedies in aid of arbitration, such as a petition to compel arbitration or confirm an arbitration award—shall be the state and federal courts located within Hall County, Georgia. The Parties stipulate to and agree to waive any objection to the personal jurisdiction and venue of such courts, and further expressly submit to extraterritorial service of process.
3. **Legal Fees**. If any dispute arises between the Parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing Party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees, litigation costs (including arbitration fees and court fees), and any other relief it may be awarded.

M. CONFIDENTIALITY

Confidential Information. "**Confidential Information**" shall mean and include all of the proprietary, non-public information of either Party disclosed pursuant to or in furtherance of this Agreement including but not limited to all Technical Information as defined herein, information related to ROK fees, and any information relating to markets, customers, products, patents, inventions, procedures, methods, designs, object code, data, programs, improvements, training materials, workflows, and works of authorship. Notwithstanding the foregoing, "Confidential Information" shall not include any information, that the recipient can demonstrate through its records (i) was in its knowledge or possession prior to disclosure by the discloser, (ii) was in the public domain at the time of disclosure or subsequently entered the public domain through no fault of recipient, or (iii) was disclosed to recipient by a third party with the right to make such a disclosure.

1. **Duty of Nondisclosure.** It is expected that, appurtenant to this Agreement, each Party to this may disclose certain Confidential Information to the other Party. Each Party shall refrain from using or exploiting any Confidential Information of the other Party for any purposes or activities other than those specifically authorized in this Agreement. Each Party represents and warrants that it will hold Confidential Information in confidence and protect Confidential Information to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to disclose. Neither Party shall disclose or facilitate disclosure of Confidential Information of the other Party to anyone except its employees, independent contractors, or legal or tax advisors who are authorized according to this Agreement and who have a "need to know such information." Each Party shall ensure that the employees, independent contractors, or legal or tax advisors to whom the Confidential Information is disclosed comply with their obligations under this Agreement with respect to the Confidential Information.
2. **Survival.** Each Party's duty of confidentiality with respect to all Confidential Information it receives hereunder will survive termination of expiration of this Agreement and will be binding upon each Party's successors and assigns. Upon termination or expiration of this Agreement, all Confidential Information made available hereunder, including copies thereof, shall be returned to the disclosing Party or shall be certified as destroyed at the request of the disclosing Party. the Parties may disclose, or may have disclosed, to each other, both orally and in writing or in other tangible form, certain confidential information with respect to each Party's business, as well as the Services provided under this Agreement. The Parties hereby agree to keep such information and the terms of this Agreement confidential. The Parties shall not disclose to any other person (except for legal, tax and financial advisors) any information relating to this Agreement or its subject matter and shall treat as confidential all information and documents relating hereto.
3. **Disclosure to Subcontractors.** Notwithstanding any other provision of this Section, ROK shall be authorized to disclose Client's Confidential Information to subcontractors, contractors or employees of a ROK entity who have a legitimate business need to have access to such information. ROK shall be responsible for any breach of this Agreement caused by any of its subcontractors, employees or agents.
4. **Confidentiality of Agreement.** Neither Party may disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other Party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the Parties.
5. **Georgia Open Records Act.** Rok acknowledges that Client, as a political subdivision of the State of Georgia, is subject to the Georgia Open Records Act. Client agrees to comply with the confidentiality requirements of this Agreement to the extent allowable by law; however, ROK acknowledges that Client may be compelled by law to disclose information despite such information being identified as confidential by this Agreement.

N. INTELLECTUAL PROPERTY

Pre-Existing IP. Each Party will retain the exclusive ownership of all of its pre-existing intellectual property, Confidential Information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a Party prior to commencement of any Services hereunder, or that are otherwise developed by or for such Party outside the scope of this Agreement.

1. **ROK IP.** Except as otherwise expressly set forth in this Agreement or an applicable SOW, ROK owns and will continue to own all right, title, and interest in and to the Services, products, deliverables, data

collection tools, reports, scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by ROK (or a third party acting on ROK's behalf) pursuant to this Agreement, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all intellectual property in any of the foregoing (collectively "**ROK IP**").

2. **Client IP.** As between Client and ROK, Client at all times retains all right, title and interest in and to all of Client's data and applications provided by Client to ROK hereunder, Client's pre-existing technology and all intellectual property that is developed by Client or by a third party on Client's behalf thereafter, other than ROK intellectual property.
3. **Third-Party Products.** Third party products will always be owned by the applicable third party and will be subject to any applicable third Party license terms.

O. INDEMNIFICATION

1. **Duty.** ROK on its own behalf, and on behalf of its respective third-party partners, affiliates, owners, directors, employees, agents, successors, and assigns (collectively, the "**Indemnitor**") will defend, indemnify, and hold harmless Client and its third-party partners, affiliates, owners, directors, employees, agents, successors, and assigns (collectively, the "**Indemnitee**") from and against all claims, actions, losses, liability, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "**Claims**") arising from or related to: (i) any gross negligence or willful misconduct by Indemnitor; (ii) any breach of this Agreement by the Indemnitor; (iii) any violation or alleged violation by Indemnitor of any applicable foreign or domestic, federal, state or local statutes, laws, ordinances, rules and regulations or industry standards; and (iv) any violation or alleged violation by Indemnitor of the rights of any third party, including without limitation, intellectual property rights.
2. **Claim Procedure.** The Indemnitee will provide Indemnitor with prompt written notice of the Claim for which the Indemnitee intends to claim such indemnification, and Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume sole control of the defense thereof with counsel selected by the Indemnitor; provided, however, and notwithstanding the foregoing, that the Indemnitee shall have the absolute right to retain their own counsel, with the fees and expenses to be paid by the Indemnitee. Indemnitor will have no authority to settle any Claim on the Indemnitee's behalf without the written consent of the Indemnitee. Nothing in this Section shall limit any other remedy of the parties. These obligations will survive any termination of the Agreement.

P. GENERAL PROVISIONS

Entire Understanding. This Agreement, along with all Exhibits and Appendices incorporated by reference herein, and all SOWs executed by the Parties pursuant to this Agreement, contains the entire understanding of the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements and understandings, whether written or oral. There are no restrictions, promises, covenants, or understandings other than those expressly set forth herein, and no rights or duties on the part of either Party are to be implied or inferred beyond those expressly provided for. To the extent ROK is required to click to agree or accept any written terms of Client in order to provide the Services (e.g., accepting Client's website terms to access Client's designated environment), the Parties understand and agree that such act is the result of a technological requirement and is of no binding effect upon the Parties.

1. **Severance.** If any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. The Parties agree to negotiate and amend in good faith such provision in a manner consistent with the intentions

of the Parties as expressed in the Agreement, if any invalid or unenforceable provision affects the consideration of either Party.

2. **Modifications and Additions.** No modifications or additions to the terms and conditions of this Agreement shall be binding unless in writing and signed by both Parties.
3. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign the terms or conditions of this Agreement to a third party, affiliated entity, or related division without the prior written consent of the other Party.
4. **Notices.** All notices provided in connection with this Agreement will be in writing and will be delivered by email and either (i) certified or registered mail, poPhase prepaid and return receipt requested or (ii) overnight delivery courier (e.g., FedEx) and will be deemed effective upon receipt by the authorized representative at the address set forth above in the preamble, or at such other addresses as the Parties may designate by written notice to each other.
5. **Force Majeure** – ROK may, without liability, suspend or delay performance or cancel this Agreement on account of force majeure or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.
6. **Waiver.** No waiver by either Party of any breach of this Agreement, no matter how long continuing or how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor shall any delay or omission on the part of either Party to exercise any right, power, or privilege hereunder be deemed a waiver of such right, power, or privilege.
7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 567/2025

SUBJECT: **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: Industrial park** | Commission District 1 | **K2P Land Partners, LLC, applicant** Note: Tabled at the September 11, 2025 Voting Meeting until the October 7, 2025 Voting Meeting.

Meetings:

Work Session Date: 10/06/25 **Voting Meeting Date:** 10/07/25

Executive Summary:

Presenter: BG

Recommendation:
Denial

Purpose of Request:
5401 Old Winder Highway | Rezone | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: Industrial park** | Commission District 1 | **K2P Land Partners, LLC, applicant** Note: Tabled at the September 11, 2025 Voting Meeting until the October 7, 2025 Voting Meeting.

History:

Facts and Issues:

Options:

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

Is there a deadline for this item?

Approvals:

Submit	Approve	Attorney	Administration
KE	BG	JL	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat
Map
Survey
Renderings
Deed
Legal Description
DRI
Traffic Impact Study
Previous Narrative
Water Availability
Sewer Availability
Environmental Health Comment
GDOT Comment
GHMPO Comment
Public Works Comment
Supplemental Traffic Information — Hall County, County Engineer
Fire Comment
Letter to Community
Public Comment
Request to Table
Notice Sign

Hall County Government
PLANNING AND ZONING

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: August 25, 2025

Subject: **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 194.10± acre portion of a tract| Zoned AR-1; Tax Parcel 15039A000007(pt) **| Proposed use: Industrial park| K2P Land Partners, LLC, applicant**

The request before you is from K2P Land Partners, LLC to rezone from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) for an industrial park. This item is located within Commission District 1.

At their August 4, 2025 meeting, the Hall County Planning Commission voted to recommend **denial (5-0).**

Staff recommendation: **Denial,** as the proposed development is not consistent with the "Regional Activity Nodes and Corridors" future land use designation in the Comprehensive Plan.

Public Comments

- August 4, 2025 HCPC: There were **three (3) comments submitted** in advance of the Planning Commission meeting, one in favor and two in opposition, and **five (5) people spoke in opposition during the public hearing.**
- June 16, 2025 HCPC: **Two (2) comments were submitted**, one in favor and one in opposition, in advance of the meeting. No public hearing was held.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... K2P Land Partners, LLC

Request ..... **Rezone** | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1)

Proposed Use ..... Industrial park

Size ..... 194.10± acres

Zoning ..... **Current:** Agricultural Residential 1 (AR-1) | **Proposed:** Light Industrial (I-1)

Location ..... **5401 Old Winder Highway |** Tax Parcel 15039A 000007 (pt)

Commission District ..... One

Planning Commission Date ..... August 4, 2025
June 16, 2025

Staff Recommendation ..... **Denial,** as the proposed development is not consistent with the "Regional Activity Nodes and Corridors" future land use designation in the Comprehensive Plan.

Record Number..... HZON25-0022

Planning Commission Recommendation ..... Denial

Vote: 5-0

Excerpts from the minutes of the August 4, 2025 meeting

Motion:* A motion to remove from the table was made by Frank Sosebee and seconded by Stan Hunt. *Vote: 5-0

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Steve Gilliam, 340 Jesse Jewel Parkway, Gainesville, presented the request. The applicant is requesting to rezone a 194.10± acre portion of a tract from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) to allow for an industrial park consisting of 1,719,640 square feet of light industrial warehouse space with trailer parking and employee parking spaces. The subject parcel is bordered by State Route 211/Old

Winder Highway to the west. The site is currently undeveloped and wooded with streams and tributaries, as well as areas throughout the property which have been designated to be within the County Studied and FEMA flood zones. A concurrent request has been submitted to rezone the remainder of the subject parcel, 84.30± acres, to Residential Multi-Family (R-MF) to allow a proposed 700 unit residential development consisting of apartments and townhomes with various amenity features (HZON25-0021).

Public Forum:

Elizabeth Stephens, 5540 Ridgemoor Drive, Braselton, spoke in opposition and distributed a handout to the Board. Ms. Stephens stated she wants "smart growth" for the county. Concerns raised were that warehouses do not reflect the current residential character of the area, an increase in traffic, reduction of surrounding property values, an increase in pollution and waste in County landfills, and the distance of the warehouses to the interstate.

Phil Davis, 5429 Pleasant Hill Lane, Braselton, spoke in opposition. He states that there are currently many vacant warehouses around the county not being utilized, so there is no need for more. Additionally, he states that the proposed development is not in alignment with the character of the area and encourages the Planning Commission not to consider approval of the project until the 211 widening is complete.

Korey Anderson, 5179 Stately Oaks Drive, Flowery Branch, spoke in opposition. Mr. Anderson stated many Hall County residents do not want any more warehouses in the County. Mr. Anderson stated the traffic study done by the applicant shows the negative impact to the area.

Jill Cooper, 5125 Old Winder Highway, Braselton, spoke in opposition. Concerns raised were that the road widening project will not have enough of an impact to reduce the traffic this development will bring and roads will become less safe due to the amount of semi-trucks on the roadway.

Helen Palmer Davis, spoke in opposition. Concerns raised were that the proposed warehouses would be located in an area that is primarily residential and this conflicts with the community's character. She also stated that the proposed development would increase traffic.

Rebuttal

The applicant explained that the road-widening project would begin after the roundabout is completed for the proposed development and does not believe traffic will be impacted as much as discussed.

Motion: A motion to deny was made by Frank Sosebee and seconded by Shannon Davidson and Stan Hunt. Vote: 5-0

Excerpts from the minutes of the June 16, 2025 meeting

Applicant's Presentation:

Vamsee Polamarasetty, Planner, stated the applicant has requested to table to the August 4, 2025 meeting.

***Motion:** A motion to table to August 4, 2025 was made by Frank Sosebee and seconded by Stan Hunt and Shannon Davidson. Vote: 4-0 (Varner absent)*

Staff recommends DENIAL of the applicant's request.

The following are variances requested by the applicant, and shall warrant determination by the Board should it choose to approve the submitted narrative and site plan:

1. 8.6.5 – Temporary signs:
    a. A total of one additional sign per street frontage, which may be either of the following, is allowed for the duration of a temporary event:
        - One non-illuminated temporary sign, flag or banner, not exceeding 6 square feet in area nor 4 feet in height in a single-family residential zoning district and not exceeding 32 square feet in area nor 12 feet in height in a multifamily or nonresidential zoning district;
        - Signage is limited to a total of 60 days a calendar year for the same business or organization. The duration of the temporary event may not last longer than 15 consecutive days and must not take place more frequently than four times in any calendar year for the same business or organization. Any four such events must be separated by at least 30 consecutive days.
            i. The applicant proposes off-site temporary sales and marketing signs not exceeding 32 square feet per sign face and 8 feet in height along the frontage of Old Winder Highway. The number of signs nor length of time are specified.

Summary Analysis

The applicant is requesting to rezone a 194.10± acre portion of a tract from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) to allow for an industrial park consisting of 1,719,640 square feet of light industrial warehouse space with trailer parking and employee parking spaces.

The subject parcel is bordered by State Route 211/Old Winder Highway to the west. The site is currently undeveloped and wooded with streams and tributaries, as well as areas throughout the property which have been designated to be within the County Studied and FEMA flood zones. A concurrent request has been submitted to rezone the remainder of the subject parcel, 84.30± acres, to Residential Multi-Family (R-MF) to allow a proposed 700 unit residential development consisting of apartments and townhomes with various amenity features (HZON25-0021).

The surrounding properties are zoned and developed as outlined below:

North: Agricultural Residential 1 (AR-1) – Developed with single-family residences and undeveloped parcels.
East: Planned Commercial Development (PCD) – Road Atlanta Raceway

South: Planned Residential Development (PRD) – Reveille master-planned development, currently undeveloped.
West: Agricultural Residential 1 (AR-1) – Developed with single-family residences and undeveloped parcels.

The proposed development includes four to five buildings: Building 1 measures 1,001,000 square feet with an option to split into two buildings each consisting of 500,000 square feet each, Buildings 2 and 3 measure 301,000 square feet each, and Building 4 measures 116,640 square feet. Each building is surrounded by employee and truck parking. The applicant proposes 120 acres – or 60% of the site – to be set aside for open space, and a transitional buffer of 50 feet is included along the north and east boundaries of the subject area where adjacent to residential uses.

Per the narrative, the proposed use is to be limited to a light-industrial warehouse development. End users of the development are not specified in the application. Entry monument signage and internal directional signage will comply with the Hall County Unified Development Code (UDC); however, sales and marketing signage is proposed along Old Winder Highway which is not allowed within the UDC and is identified as an exception above.

Water service will be provided by the City of Gainesville Department of Water Resources as confirmed by an availability letter dated April 24, 2025. Sanitary sewer services will be provided by Hall County as confirmed by an availability letter dated May 6, 2025.

Per the submitted site plan and narrative, the development will be accessed by a new road constructed off Old Winder Highway, which will simultaneously serve the proposed industrial development as well as an adjacent proposed residential development to the west (HZON25-0021) as well as the future mixed-use development to the south. The access is located approximately midway between Pleasant Hill Lane and Ridgemoor Drive with a proposed right turn lane out of the development. The traffic impact study (excerpt below) references the future widening of SR 211 and a multi-lane roundabout at the intersection of the new development; the roundabout is not shown on the site plan; however, an existing and future conditions concept plan was provided depicting how the entrance will be designed prior to and after the future multi-lane roundabout.

Per the submitted traffic impact study conducted by NV5 and updated on June 3, 2025, the following improvements are recommended:

> "While the proposed site access would operate satisfactorily as an R-Cut, the addition of 936 heavy trucks per day to the highway from the development present a safety concern for slow-moving, U-turning trucks movement bound for I-85 along SR 211. Instead, a multilane roundabout would operate better at the proposed driveway allowing the large vehicles to safely exit the site while maintaining traffic flow along the highway. Since the widening project is still several years away, the multi-lane roundabout could be initially constructed as a single-lane roundabout until the GDOT project is completed."

Based on the future land use plan, staff finds the requested rezoning *is not consistent* with the Hall County Comprehensive Plan and the future land use designation of Regional Activity Nodes and Corridors. These are areas that either bring visitors from the region or can support future development with a regional draw. New development in these areas should include a combination of retail, office,

civic, and residential uses that can contribute to a live-work-play environment. This range of development types may not always be at the same intensity across the county: new development needs to be scaled in the context of the area's infrastructure capacity. New development should also emphasize high-quality building and site design, including dedicated open/civic space, walkability, and a sense of place. Where there is residential development, a maximum density of up to 16 dwellings per acre may be permitted at the discretion of the Board of Commissioners.

On June 2, 2025, Hall County staff received Development of Regional Impact (DRI) review findings from Adam Hazell, Planning Director with Georgia Regional Commission (GRMC). These findings determined that the project does not present any potential adverse interjurisdictional impacts. One comment was provided by Carol Flaute, Senior Community Planner with The Northeast Georgia Regional Commission, which states: "The stream that flows through the project site is a tributary of the Mulberry River, upstream of a municipal water intake for the Town of Braselton. Additionally, the reach of the Mulberry River into which the tributary flows is listed by the Georgia EPD as "not supporting" due to fecal coliform bacteria and impacts on the macroinvertebrate community (EPD 2024 Integrated 305(b)/303(d) List). Please ensure that the project is designed to minimize disruption to the existing streams, including minimizing erosion and controlling stormwater runoff to avoid degradation of downstream water quality. Low impact design measures like bioswales, rain gardens, and/or other green infrastructure are encouraged."

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed rezoning is not suitable in view of the use and development of adjacent and nearby property. The surrounding area consists of a variety of land uses which include residential, agricultural and commercial uses.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed rezoning to Light Industrial may adversely affect nearby residential properties including the proposed multi-family residential development to the west of the subject development and the future mixed-use development to the south.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned, however, the applicant cannot develop the property as proposed without approval by the Board of Commissioners.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved, the use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service. Per the submitted traffic study, the addition of traffic from the proposed mixed-use site is expected to increase delay only marginally at the two studies intersection, allowing them to continue operating similarly to no-build conditions; however, the proposed**

use in not consistent with the County's vision for this area as reflected in the Comprehensive Plan.

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is not consistent with the intent of the Regional Activity Nodes and Corridors future land use designation in the Comprehensive Plan.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property values including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property. **The property is currently undeveloped and forested.**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property**.

k) Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is Light Industrial (I-1). The property is surrounded by residentially-zoned property to the north, west, south, and Road Atlanta race track to the east. The change would create an isolated district unrelated to the surrounding developments and districts.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request may be considered out of scale with the needs of the immediate neighborhood as the surrounding area is zoned for commercial and residential uses, and the proposed use is not supported by the Hall County Comprehensive Plan.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support light industrial uses based on the Future Land Use Map and existing zoning map.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**

    c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request.**

    d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County

Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **The applicant submitted a traffic study conducted by NV5 update on June 3, 2025, which includes the following recommendations:**

"While the proposed site access would operate satisfactorily as an R-Cut, the addition of 936 heavy trucks per day to the highway from the development present a safety concern for slow-moving, U-turning trucks movement bound for I-85 along SR 211. Instead, a multilane roundabout would operate better at the proposed driveway allowing the large vehicles to safely exit the site while maintaining traffic flow along the highway. Since the widening project is still several years away, the multi-lane roundabout could be initially constructed as a single-lane roundabout until the GDOT project is completed. Other than improvements at the proposed access to SR 211, no changes to the surrounding intersections are necessary to mitigate the impact of the proposed development."

Development Support and Constraints

Hall County Environmental Health
In an email dated May 13, 2025, Emily McGahee stated, "No comment. Public sewer."

Georgia Department of Transportation
In an email dated May 28, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is required.

Gainesville-Hall Metropolitan Planning Organization
In an email dated May 15, 2025, Joseph Boyd, MPO Director, provided the following comment:

"This parcel is along State route 211/Old Winder Hwy, which is scheduled to be widened (GH-025/PI 0007233) beginning in FY2029. Right-of-way authorization begins on 7/28/2026. Applicant should coordinate with GDOT District 1 on those impacts."

Hall County Public Works and Utilities
In a memo dated May 16, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation no centerline of stream.

Traffic:
GDOT comments required. GDOT approval and permit required for proposed Old Winder Hwy (SR 211) access.

We have a questions regarding proposed parkway. This should be discussed with County Engineering. Additional comments may be necessary.

Utilities

Hall County sanitary sewer runs through the site.

Hall County Fire Marshal

In an email dated May 14, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "Hall County Fire Marshal's Office will require the following code requirements below to be applied to the proposed industrial development.

International Fire Code D104.2 Buildings exceeding 62,000 square feet in area.

Buildings or facilities having a gross building area of more than 62,000 square feet shall be provided with two separate and *approved* fire apparatus access roads.

International Fire Code D104.3 Remoteness.

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.

Each building shall be required to have its own fire pump to provide support to the fire protection system that will be installed.

International Fire Code 510.1 Emergency responder radio coverage in new buildings.

New buildings shall have *approved* radio coverage for emergency responders within the building based on the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building.

The requirements mentioned above are not all inclusive, additional requirements/modifications may be required during the development review process."

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 | f: 770-531-3902

HALL COUNTY
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ZONING APPLICATION

Applicant (Name & Mailing Address)

K2P Land Partners, LLC
390 Brogdon Road
Suwanee, GA 30024
Phone [redacted]
Email Address mphelps@bfhcompany.com

Property Owner (Name & Mailing Address)

Kook-Ja Lee, Been Chuan Lee, and Main Di Chang
4979 Young Arthur Terrace
Peachtree Corners, GA 30097
Phone
Email Address

Proposed Use Approximately 1,718,640 SF of light-industrial warehouse space

Contact Person (Name & Mailing Address)

Steven P. Gilliam, Attorney
P.O. Box 1098
Gainesville, Ga 30501
Phone 770-536-3381
Email Address sgilliam@sgwmfirm.com

Status of Applicant

☐ Owner
☒ Option to Purchase
☐ Area Resident
☐ Other

Requested Action

Existing Zoning: AR-1
Rezone to: I-I
Fee:$ 3,000.00
Receipt #:
Check #:

Tax Parcel Number 15039A000007
Acreage 200.00 +/- acres
Location Address 5401 Old Winder Highway, Braselton GA 30517

I hereby certify that the above information and all attached information are true and correct.

Sign _____ Date: 3/21/2025

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Been Chuan Lee

Address 4979 Young Arthur Terrace

Peachtree Corners, GA 30097

Phone Number

Name of applicant(s) K2P Land Partners, LLC

Address 390 Brogdon Road

Suwanee, GA 30024

Phone Number [redacted]

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

Been Chuan Lee

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public Ginger Adams

March 21, 2025
Date

NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires 05/07/2028

PLANNING AND DEVELOPMENT DEPARTMENT
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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Kook-Ja Lee (50%)

Address 4979 Young Arthur Terrace

Peachtree Corners, GA 30097

Phone Number [redacted]

Name of applicant(s) K2P Land Partners, LLC

Address 390 Brogdon Road

Suwanee, GA 30024

Phone Number [redacted]

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)

(50%)

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.

MI YEON KIM
NOTARY PUBLIC
HALL COUNTY, GEORGIA
MY COMMISSION EXPIRES OCTOBER 18, 2027

Notary Public

03/21/2025
Date

Revised December 2019

PLANNING AND DEVELOPMENT DEPARTMENT
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HALL COUNTY
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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Main Di Chang

Address 4979 Young Arthur Terrace

Peachtree Corners, GA 30097

Phone Number

Name of applicant(s) K2P Land Partners, LLC

Address 390 Brogdon Road

Suwanee, GA 30024

Phone Number [redacted]

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

Gregory D. Jay, attorney for Main D Chang

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

Ginger Adams
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires 05/07/2028

March 21, 2025
Date

Revised December 2019

OPERATING AGREEMENT OF
K2P LAND PARTNERS, LLC

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE GEORGIA SECURITIES ACT OF 1973, AS AMENDED, IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 10-5-9 (13) OF SUCH ACT. IN ADDITION, THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 PROVIDED BY SECTION 4(2) THEREOF, NOR HAVE THEY BEEN REGISTERED WITH THE SECURITIES COMMISSION OF CERTAIN STATES IN RELIANCE UPON CERTAIN EXEMPTIONS FROM REGISTRATION. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

This operating agreement (this "Agreement") of **K2P LAND PARTNERS, LLC,** a Georgia limited liability company (the "Company"), is entered into as of **March 1, 2022**, by and among **THOMAS M. PHELPS, JR.**, an individual in the State of Georgia**,** and **CLIFFORD KENNEDY**, an individual in the State of Georgia.

Statement of Background

The parties to this Agreement have caused to be formed the Company as a limited liability company under the Georgia Limited Liability Company Act and desire to make this agreement which shall be the "operating agreement" as that term is used in the Georgia Limited Liability Company Act. The parties to this Agreement are to be "members" of the limited liability company as that term is used in the Georgia Limited Liability Company Act and are hereinafter collectively referred to as the "Members".

Statement of Agreement

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

Article I
Defined Terms

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" means the Georgia Limited Liability Company Act (O.C.G.A. Section 14-11-100 et seq.), as amended from time to time.

Holder in the current and future periods shall be equal to the net amount of items that would have been allocated to each such Interest Holder if the allocations in Sections 4.3.1, 4.3.2, and 4.3.6 had not occurred.

4.4. *Liquidation and Dissolution.*

4.4.1. If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders pursuant to the provisions of Section 4.2.3 above.

4.4.2. No Interest Holder shall be obligated to restore a Negative Capital Account.

4.5. *General.*

4.5.1. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Manager.

4.5.2. If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Manager. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to Section 4.4.

4.5.3. All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Interest Holders at the time the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to a Capital Transaction or to any other extraordinary non-recurring items of the Company.

4.5.4. The Manager is hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect the economic interest of the Interest Holder without the Interest Holder's prior written consent.

Article V
Management: Rights, Powers, and Duties

5.1. *Management.*

5.1.1. *Managers.* In accordance with O.C.G.A. Section 14-11-304, the Company shall be managed by one or more managers, referred to herein as the Manager, each of whom may,

but need not, be a Member. The Manager shall be elected by the Members in accordance with their respective Percentages. All decisions not specifically reserved to the Members under the Act or this Agreement shall be delegated to the Manager. Upon execution of this Agreement, and without further action, Thomas M. Phelps, Jr., Clifford Kennedy, and Reiner Rietig shall be elected as the Managers of the Company, to serve until succeeded in accordance with the terms of this Agreement.

5.1.2. *General Powers.* The Managers (and any one of them acting alone) shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, including without limitation, for Company purposes, the power to:

5.1.2.1. acquire by purchase, lease, or otherwise, any real or personal property, tangible or intangible;

5.1.2.2. construct, operate, maintain, and improve, and to own, sell, convey, assign, mortgage, or lease any real estate and any personal property;

5.1.2.3. sell, dispose, trade, or exchange Company assets in the ordinary course of the Company's business;

5.1.2.4. enter into agreements and contracts, execute any instrument, checks, drafts, notes and other negotiable instruments, and to give receipts, releases, and discharges;

5.1.2.5. purchase liability and other insurance to protect the Company's properties and business;

5.1.2.6. execute or modify leases with respect to any part or all of the assets of the Company;

5.1.2.7. prepay, in whole or in part, refinance, amend, modify, or extend any mortgages or deeds of trust that may affect any asset of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals, or modifications of such mortgages or deeds of trust;

5.1.2.8. execute any and all other instruments and documents that may be necessary or in the opinion of the Managers desirable to carry out the intent and purpose of this Agreement, including, but not limited to, documents whose operation and effect extend beyond the term of the Company;

5.1.2.9. make any and all expenditures that the Managers, in their sole discretion, deem necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of their obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting and other related expenses incurred in connection with the organization and financing and operation of the Company;

5.1.2.10. enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company;

5.1.2.11. invest and reinvest Company reserves in short-term instruments or money market funds; and

5.1.2.12 undertake any expenditure or become bound by any obligation which has been expressly approved in annual operating budget adopted and approved pursuant to the provisions of Section 5.1.3 below.

5.1.3. *Extraordinary Transactions.*

5.1.3.1. Notwithstanding anything to the contrary in this Agreement, the Manager shall not undertake any of the following without the approval of the Members:

5.1.3.1.1. any Capital Transaction;

5.1.3.1.2. the Company's lending or borrowing more than $25,000.00 on any one occasion or in the aggregate more than $50,000.00 in any one calendar year;

5.1.3.1.3. the admission of additional Members to the Company;

5.1.3.1.4. the Company's engaging in business in any jurisdiction that does not provide for the registration of limited liability companies;

5.1.3.1.5 mortgage, pledge, hypothecate, create a lien or security interest against, or further encumber (or contract for, commit to or suffer or permit any of the foregoing) assets of the Company;

5.1.3.1.6 transfer, sell, convey or assign all or substantially all of the assets of the Company, or any interest therein or any title thereto (or contract for or suffer or permit any of the foregoing), including, without limitation, options to purchase and so called "installment sales contracts," "land contracts," or "contracts for deed");

(j) selling, exchanging, or otherwise transferring or disposing of the Property, to third parties, including without limitation the granting of title encumbrances or leases, except (i) lot sales in the ordinary course of business and in accordance with the Development Budget or any Annual Operating Budget and (ii) grants of utility, roadway and other easements that the Manager reasonably deems necessary or appropriate and in the ordinary course of business;

5.1.3.1.8 do any action in contravention of or in excess of the scope of this Agreement;

5.1.3.1.9 possess property of the Company, or assign rights in specific property of the Company, for other than Company purposes;

5.1.3.1.10 file a voluntary petition or otherwise initiate proceedings (i) to have the Company adjudicated insolvent or, (ii) seeking an order for relief of the Company as debtor under the United States Bankruptcy Code (11 U.S.C. §§ 101 *et seq.*); file any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the Property, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due, or declare or effect a moratorium on the Company's debt or take any action in furtherance of any proscribed action;

5.1.3.1.11 amend this Agreement except as otherwise specifically authorized herein;

5.1.3.1.12 adopt and approve the annual operating budget of the Company;

5.1.3.1.13 enter into any transaction, the value of which exceeds $50,000.00; or

5.1.3.1.14 make any distribution of Cash Flow or Capital Proceeds.

(c) any merger or consolidation of the Company pursuant to Section 14-11-903 of the Act;

(d) the dissolution of the Company;

(e) the execution of any agreement or other arrangement for the furnishing to or by the Company of goods or services or entering into any contract for sale of lots or otherwise with RCP or any Person who is an Affiliate of RCP;

(f) the execution of any leasing, commission, brokerage, listing or other similar contracts which are for more than six (6) months and not terminable on thirty (30) days notice thereafter;

(h) the decision to adjust, settle, compromise or pay any claim, obligation, debt, demand, suit, litigation or judgment against the Company unless (i) the same is fully covered by insurance or (ii) such action does not involve an amount in excess of $2,000 in any particular instance;

(n) Expend funds other than in accordance with the Development Budget or alter or

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

THE COMPANY:

K2P LAND PARTNERS, LLC a Georgia limited liability company

By: Thomas M. Phelps, Jr (SEAL)
Thomas M. Phelps, Jr., Manager

By: Clifford Kennedy (SEAL)
Clifford Kennedy, Manager

This is a signature page to, and may be attached to a master counterpart of, that certain Operating Agreement of K2P LAND PARTNERS, LLC dated as of March, 1, 2022

THE MEMBERS:

Thomas M. PHelps, Jr
_____(SEAL)
THOMAS M. PHELPS, JR.

Clifford Kennedy
_____(SEAL)
CLIFFORD KENNEDY

This is a signature page to, and may be attached to a master counterpart of, that certain Operating Agreement of K2P LAND PARTNERS, LLC dated as of March 1, 2022

EXHIBIT A
List of Members, Capital and Percentages

Name Address, and Taxpayer I.D. Number	Initial Cash Capital Contribution	Percentages
Thomas M. Phelps, Jr. 390 Brogdon Road Suwanee, Georgia 30024 [redacted]	$100.00	50.00%
Clifford Kennedy 390 Brogdon Road Suwanee, Georgia 30024	$100.00	50.00%

PLANNING AND DEVELOPMENT DEPARTMENT
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**____ I have not ✓

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

KP **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): NA Office: NA

Dollar Amount: 0 Date of Contribution: NA

Applicant's/Owner's Signature: Kook-Ja Lee Date: 3/28/25

Applicant's/Owner's Name (Printed): Kook-Ja Lee

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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**____ I have not X

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 3-21-2025

Applicant's/Owner's Name (Printed): Been Chuan Lee

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
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Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 3-21-25

Applicant's/Owner's Name (Printed): Main Di Chang

Gregory D. Jay, attorney for Main Di Chang.

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Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 5/8/25

Mike Phelps, K2PLand Partners, LLC

Applicant's/Owner's Name (Printed): K2P Land Partners, LLC

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

Project Narrative for

5401 Old Winder Highway – 194.108 +/- Acres

Amended 07-16-2025

LOCATION – 5401 Old Winder Highway (Hwy 211)
Braselton, GA 30517

ACERAGE – 194.108 +/- Acres

APPLICANT – K2P Land Partners, LLC

CURRENT ZONING – AR-1

PROPOSED ZONING – I-I (Light-Industrial)

Summary

The accompanying application seeks a rezoning on the existing AR-1 zoned parcel 15039A000007, on 194.108+/- acres located on 5401 Old Winder Highway in Braselton, Hall County, Georgia. The intent is to develop approximately 1,719,640 SF of light industrial warehouse space. The industrial space shall not exceed 80% of the site coverage in accordance with the I-I standard set forth in the 2025 Hall County, Georgia Unified Development Code. Applicant proposes 120 acres of open space (60%).

Site Description

The tract is located along Georgia State Route 211 (Old Winder Highway). The overall tract is mostly rectangular in shape. Domestic water is provided by the City of Gainesville. Hall County will serve the site for sewer services. There are no known impediments to its successful development for the purposes intended. All roads shall be designed and constructed to Hall County standards and dedicated to Hall County at the expense of the Applicant. Thereafter, all roadways within this development may be designated as public, but the determination as to whether it shall be maintained by Hall County or a property ownership association will be made at a later date. The entrance to the development will be located approximately midway between Pleasant Hill Lane and Ridgemoor Drive, as shown on the Stie Plan document entitled C-2.B GDOT Concept (future) for K2P, LLC Mixed-Use Development, 5401 Old Winder Highway, Job Number 25101, dated June 20, 2025. The entrance to the development will comply with all state DOT requirements. Submitted along with this Amended Project Narrative is a letter from GDOT,

dated July 11, 2025, granting commercial driveway access by the Department of Transportation at the Subject Property location.

Adjacencies

The property abuts AR-1 and PCD to the North, PCD and PRD to the South, PCD to the East, and State Route 211 is located to the West, along with AR-1 and PCFD zonings.

Architectural Materials & Site Improvements

The builder intends to build:

- Approximately 1,719,640 SF of Light-Industrial warehouse space
    - Building 1: 1,001,000 SF, Cross Dock
        - Two 185' Truck Courts
    - Building 2: 301,000 SF, Rear Load
        - One 185' Truck Court
    - Building 3: 301,000 SF, Rear Load
        - One 135'-185' Truck Court
    - Building 4: 116,640 SF, Rear Load
        - One 135' Truck Court
- Buildings shall not exceed 55ft in height.
- The proposed building designs include tilt-wall concrete, cross docks, rear load docks, and truck courts.
- While the proposed site plan, renderings, elevations, and building designs may be updated and are subject to change, the final design will comply with applicable Unified Development Code Requirements.
- Speed tables in coordination with Hall County Engineering

Parking

Applicant is proposing 344 trailer parking spaces and 890 employee parking spaces around the light-industrial warehouses, as that is the industrial industry standard number of parking spaces for the use and size of the proposed warehouse and is consistent with other modern warehouse products that are being developed today in the northeast Georgia submarket. The site plan is subject to change, but shall comply with the standards set forth in the 2025 Hall County, Georgia Unified Development Code as follows:

Light Industrial	1.5 spaces per 5,000 square feet

Internal Signage

The Developer and/or Builder shall be allowed to post permanent directional signs and monuments within the light-industrial warehouse development to direct traffic to sales and leasing centers and to identify differing areas. All permanent internal signage must be outside of any Right of Way or Utility Easement with a Landscape and Signage easement recorded on the Final Plat. Temporary Sales and Marketing signs not exceeding 32 square feet per sign face and 8 feet in height may be used along the property frontage of Old Winder Highway. No internal signage shall conflict with the 2025 Hall County UDC.

Entry Monument Signage

Applicant is requesting permission for an entry monument type of sign with a natural stone base with a sign size (monument base and signage) totaling approximately 42 SF. The entrance may include the following structural items:

- Masonry walls
- Wood or PVC fencing
- Illuminated Signage in accordance with the Hall County Sign Ordinance
- Ornamental Sculpture
- Landscaping and Irrigation

No entry monument signage shall conflict with the 2025 Hall County UDC.

Traffic Study

A Traffic Study was conducted by NV5 Engineers and Consultants, Inc. 10745 Westside Way, Suite 300, Alpharetta, GA 30009. The following recommendations were made:

- Construction of a multilane roundabout at the proposed site access driveway, initially being developed as a single-lane roundabout until the GDOT project is completed
    - The initial single-lane roundabout will be constructed by the developer.
    - Submitted along with this Amended Project Narrative is a letter from GDOT, dated July 11, 2025, granting commercial driveway access by the Department of Transportation at the Subject Property location.

Conceptual Master Plan

The development of the light-industrial warehouse development shall be controlled by the Conceptual Master Plan (the "Plan") attached as exhibit "A". The plan is considered conceptual in nature, and as such may require modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County requires the Applicant to raise Federal and State constitutional objections during the I-I master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use 7 of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the M-U zoning request would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the

Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth 8 hereinabove.

Applicant reserves all due process rights granted to them under O.C.G.A. 36-66-5.1. et. seq, to petition the courts for review of a local government's exercise of zoning, administrative, or quasi-judicial powers, as set forth in those code sections and statutes.

Conclusion

For the foregoing reasons, the Applicant respectfully requests that this rezoning to I-I of an existing AR-1 zoning be granted as requested by the Applicant. If there are any questions about this request, you may contact:

K2P Land Partners, LLC

ATTN: Mike Phelps

390 Brogdon Road

Suwanee, GA 30024

404-863-8195

mphelps@bfhcompany.com

Steven P. Gilliam

Smith, Gilliam, Williams and Miles

340 Jesse Jewell Parkway, Suite 300

Gainesville, GA 30501

770-536-3381

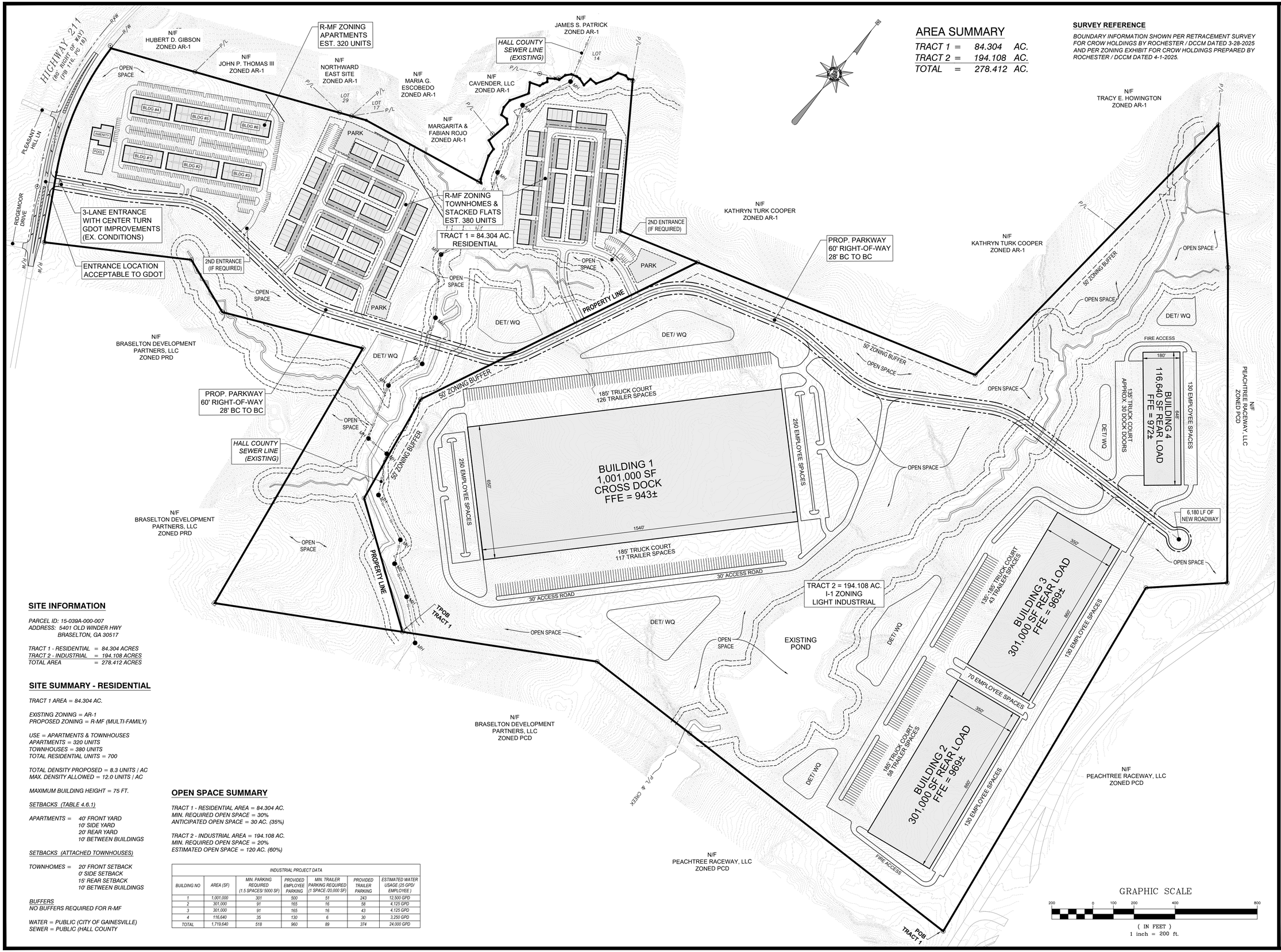
sgilliam@sgwmfirm.com

K2P Land Partners, LLC

ATTN: Cameron Henderson

678-978-6782

cameron@atlaslanddev.com



AREA SUMMARY

TRACT 1	=	84.304	AC.
TRACT 2	=	194.108	AC.
TOTAL	=	278.412	AC.

SURVEY REFERENCE

BOUNDARY INFORMATION SHOWN PER RETRACEMENT SURVEY FOR CROW HOLDINGS BY ROCHESTER / DCCM DATED 3-28-2025 AND PER ZONING EXHIBIT FOR CROW HOLDINGS PREPARED BY ROCHESTER / DCCM DATED 4-1-2025.

SITE INFORMATION

PARCEL ID: 15-039A-000-007
ADDRESS: 5401 OLD WINDER HWY
BRASELTON, GA 30517

TRACT 1 - RESIDENTIAL = 84.304 ACRES
TRACT 2 - INDUSTRIAL = 194.108 ACRES
TOTAL AREA = 278.412 ACRES

SITE SUMMARY - RESIDENTIAL

TRACT 1 AREA = 84.304 AC.

EXISTING ZONING = AR-1
PROPOSED ZONING = R-MF (MULTI-FAMILY)

USE = APARTMENTS & TOWNHOUSES
APARTMENTS = 320 UNITS
TOWNHOUSES = 380 UNITS
TOTAL RESIDENTIAL UNITS = 700

TOTAL DENSITY PROPOSED = 8.3 UNITS / AC
MAX. DENSITY ALLOWED = 12.0 UNITS / AC

MAXIMUM BUILDING HEIGHT = 75 FT.

SETBACKS (TABLE 4.6.1)

APARTMENTS = 40' FRONT YARD
10' SIDE YARD
20' REAR YARD
10' BETWEEN BUILDINGS

SETBACKS (ATTACHED TOWNHOUSES)

TOWNHOMES = 20' FRONT SETBACK
0' SIDE SETBACK
15' REAR SETBACK
10' BETWEEN BUILDINGS

BUFFERS
NO BUFFERS REQUIRED FOR R-MF

WATER = PUBLIC (CITY OF GAINESVILLE)
SEWER = PUBLIC (HALL COUNTY

OPEN SPACE SUMMARY

TRACT 1 - RESIDENTIAL AREA = 84.304 AC.
MIN. REQUIRED OPEN SPACE = 30%
ANTICIPATED OPEN SPACE = 30 AC. (35%)

TRACT 2 - INDUSTRIAL AREA = 194.108 AC.
MIN. REQUIRED OPEN SPACE = 20%
ESTIMATED OPEN SPACE = 120 AC. (60%)

INDUSTRIAL PROJECT DATA

BUILDING NO	AREA (SF)	MIN. PARKING REQUIRED (1.5 SPACES/ 5000 SF)	PROVIDED EMPLOYEE PARKING	MIN. TRAILER PARKING REQUIRED (1 SPACE /20,000 SF)	PROVIDED TRAILER PARKING	ESTIMATED WATER USAGE (25 GPD/ EMPLOYEE)
1	1,001,000	301	500	51	243	12,500 GPD
2	301,000	91	165	16	58	4,125 GPD
3	301,000	91	165	16	43	4,125 GPD
4	116,640	35	130	6	30	3,250 GPD
TOTAL	1,719,640	518	960	89	374	24,000 GPD

GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

REED
PLANNING & DESIGN
100 Old Dawson Village Rd
Suite 110
Dawsonville, GA 30534
Phone: 706-531-8428

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STAMP

GSWCC LEVEL 2
CERTIFIED DESIGN
PROFEESIONAL

CERTIFICATION NO. 1639
EXPIRES 10/27/2026

K2P, LLC
MIXED USE DEVELOPMENT
5401 OLD WINDER HWY.

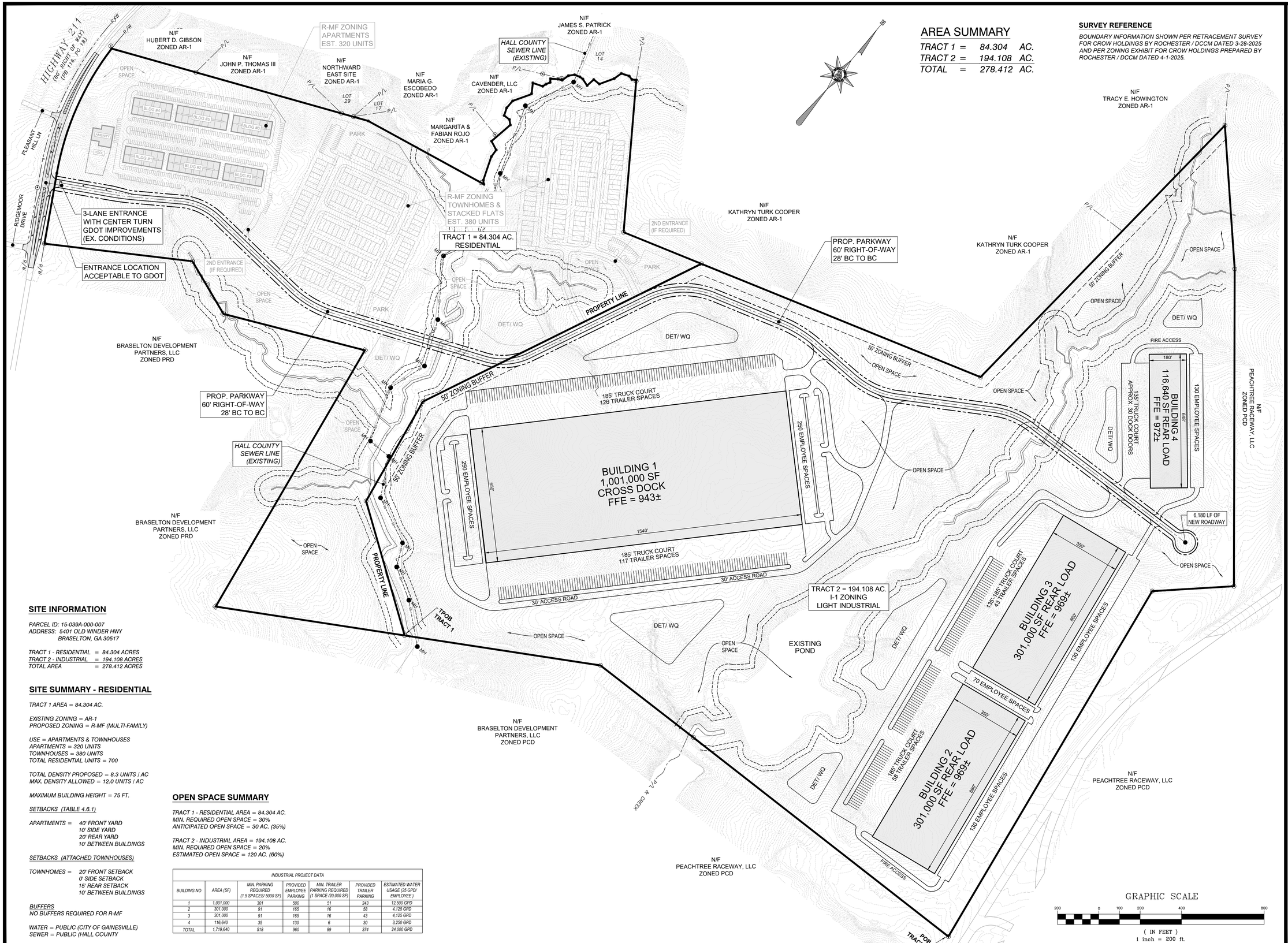
PARCEL	15-039A-000007
LAND LOT	-
DISTRICT	GMD-392
CITY	-
COUNTY	HALL
STATE	GEORGIA

REZONING
PLAN

JOB NUMBER	DATE
25101	3-20-2025

DATE	NO	REVISION
4-29-2025	1	UPDATED LAYOUTS
5-30-2025	2	REVISED ENTRANCE
7-15-2025	3	REVISED ENTRANCE

C-1.0



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PROFEESIONAL

CERTIFICATION NO. 1639
EXPIRES 10/27/2026

K2P, LLC
MIXED USE DEVELOPMENT
5401 OLD WINDER HWY.

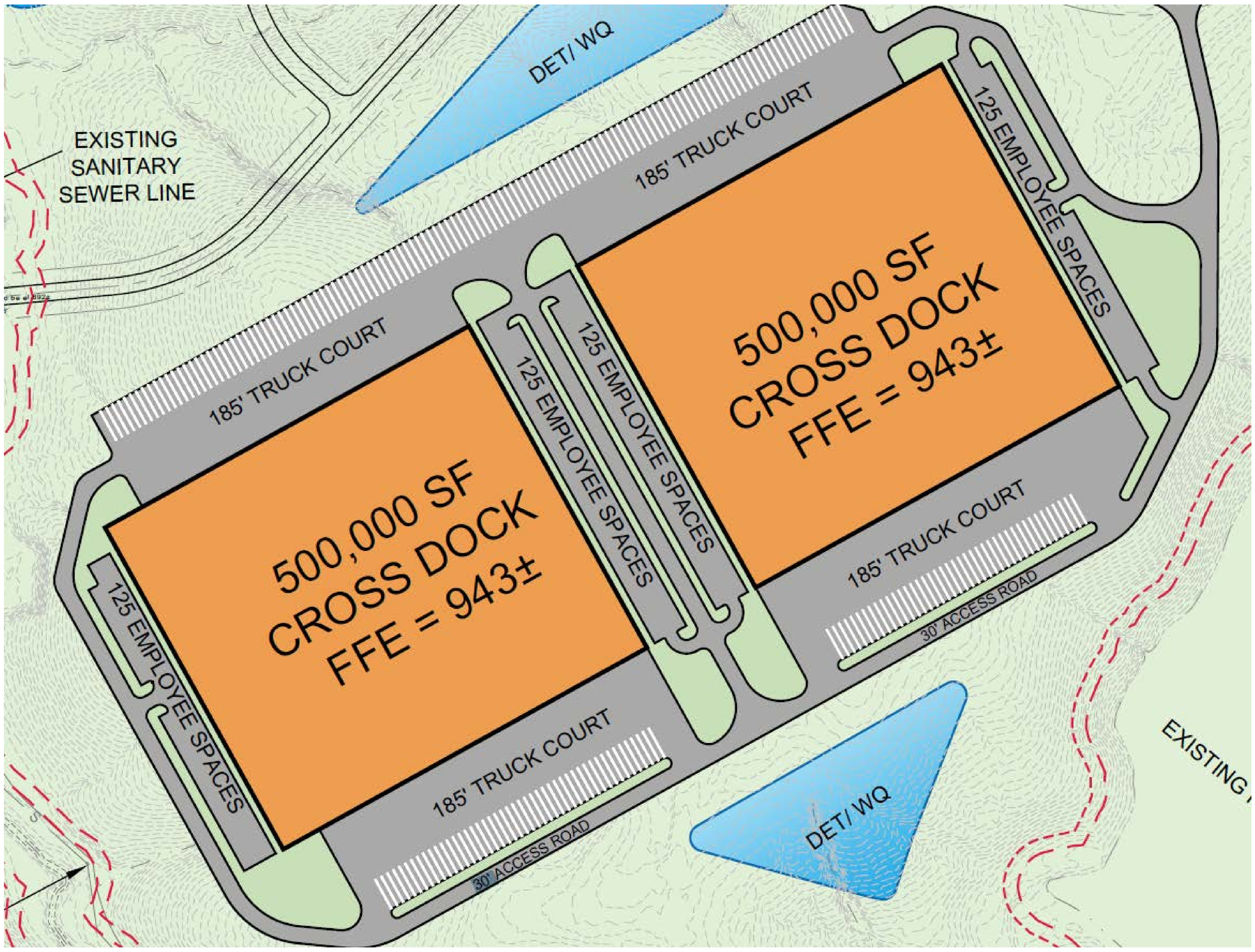
PARCEL	15-039A-000007
LAND LOT	-
DISTRICT	GMD-392
CITY	-
COUNTY	HALL
STATE	GEORGIA

REZONING
PLAN

JOB NUMBER	DATE
25101	3-20-2025

DATE	NO	REVISION
4-29-2025	1	UPDATED LAYOUTS
5-30-2025	2	REVISE ENTRANCE

C-1.B


DET/ WQ
EXISTING
SANITARY
SEWER LINE
185' TRUCK COURT
125 EMPLOYEE SPACES
500,000 SF
CROSS DOCK
FFE = 943±
125 EMPLOYEE SPACES
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CROSS DOCK
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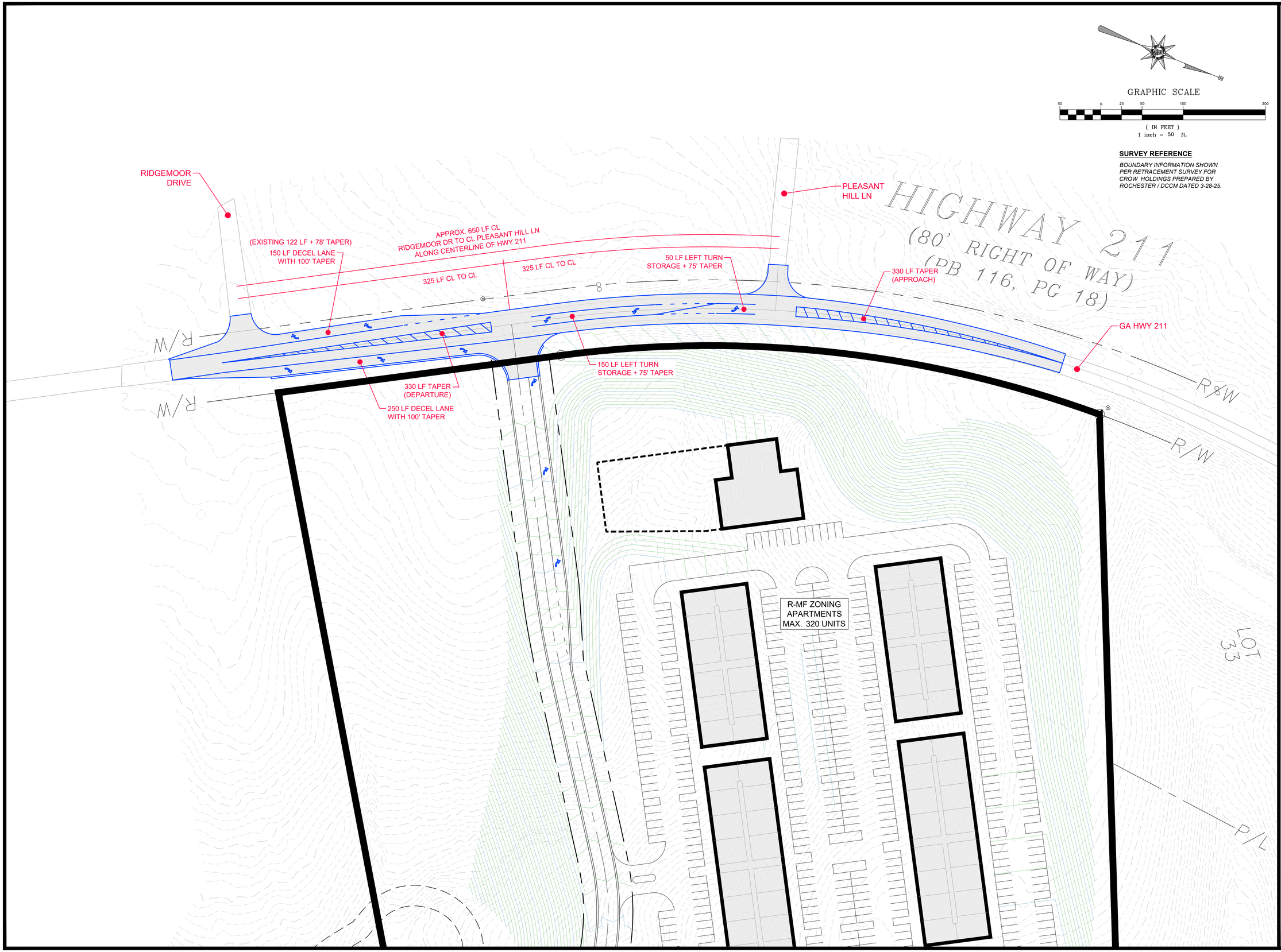
125 EMPLOYEE SPACES
185' TRUCK COURT
30' ACCESS ROAD
185' TRUCK COURT
30' ACCESS ROAD
DET/ WQ
EXISTING



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

SURVEY REFERENCE

BOUNDARY INFORMATION SHOWN PER RETRACEMENT SURVEY FOR CROW HOLDINGS PREPARED BY ROCHESTER / DCCM DATED 3-28-25.

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PLANNING & DESIGN

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CERTIFIED DESIGN
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CERTIFICATION NO. 1639
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K2P, LLC

MIXED USE DEVELOPMENT
5401 OLD WINDER HWY.

PARCEL	15-039A-000007
LAND LOT	-
DISTRICT	GMD-392
CITY	-
COUNTY	HALL
STATE	GEORGIA

GDOT CONCEPT
(EX. CONDITION)

JOB NUMBER	DATE
25101	6-20-2025

DATE	NO	REVISION

C-2.A



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
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LAND LOT	-
DISTRICT	GMD-392
CITY	-
COUNTY	HALL
STATE	GEORGIA

GDOT CONCEPT
(FUTURE)

JOB NUMBER	DATE
25101	6-20-2025

DATE	NO	REVISION

C-2.B

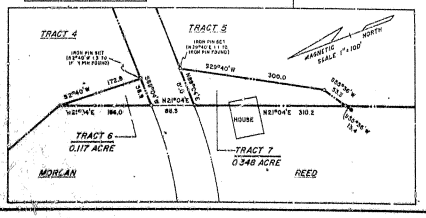
Recorded February 3, 1982 — H. Grady Watson, Clerk

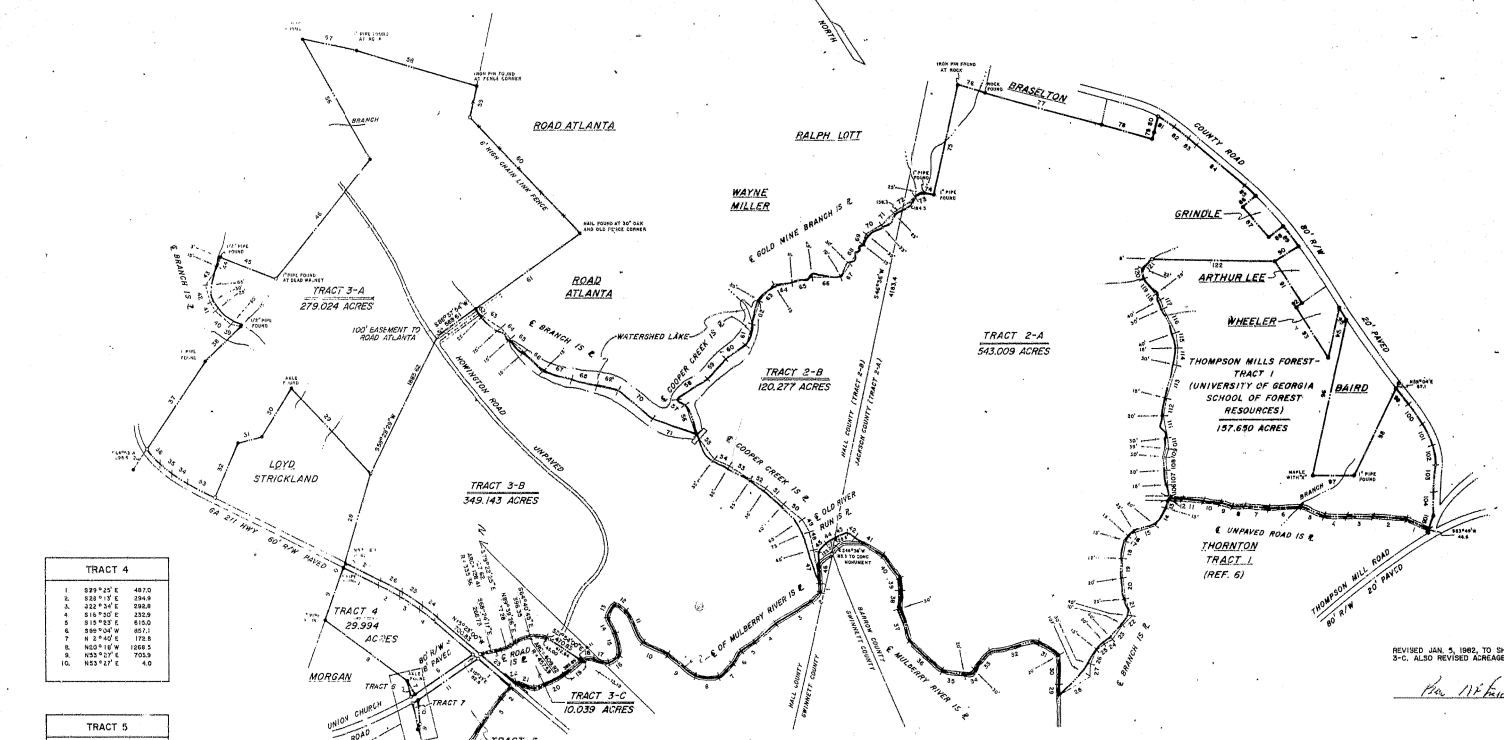
TRACT 3											
1	S 40°43'W	100.0	19.	S 85°15'W	290.0	37.	N 86°55'E	1297.2	54.	S 4°26'E	173.5
2	S 50°30'W	207.1	20	N 75°25'W	406.6	38.	N 79°26'E	622.2	55.	S 11°37'E	227.3
3	N 83°55'W	402.6	21	N 44°45'W	201.1	39	N 43°12'W	284.6	56.	S 9°14'E	333.6
4	N 86°35'W	264.3	22.	S 78°42'W	195	40.	N 13°58'W	261.7	57.	S 40°04'E	370.3
5.	N 81°16'W	704.1	23	N 15°23'W	530.9	41.	N 5°36'E	123.3	58.	S 39°50'E	314.2
6	S 83°32'W	197.6	24	N 16°51'W	230.6	42.	N 18°44'E	215.9	59.	S 46°30'E	208.7
7	S 78°51'W	235.0	25	N 22°34'W	398.0	43.	N 68°10'E	269.8	70.	S 15°17'E	644.3
8	N 53°28'W	280.7	26	N 28°12'W	298.9	44.	N 45°56'E	132.8	71.	S 36°07'E	598.5
9	N 17°34'W	416.0	27.	N 29°25'W	491.1	45.	S 34°35'E	735.3	55.	S 2°25'E	374.9
10.	N 24°54'W	347.0	28.	N 50°25'E	1163.3	46.	N 75°42'E	1864.2	54.	S 32°45'E	205.6
11.	N 6°44'E	424.4	29	N 9°08'W	1432.1	56.	N 4°57'E	702.1	53.	S 21°28'E	303.1
12	N 28°08'W	150.0	30.	S 65°01'W	708.7	57.	S 62°52'E	698.5	52.	S 38°39'E	217.6
13	S 66°33'W	199.3	31.	N 69°48'W	286.6	58.	S 55°12'W	1538.0	51.	S 13°46'E	234.9
14	S 8°29'W	218.8	32	S 87°30'W	730.9	59.	S 47°16'W	596.0	50.	S 17°16'E	284.8
15.	S 23°11'W	274.5	33.	N 39°27'W	378.6	60.	S 8°51'E	1962.9	49.	S 5°15'W	171.0
16.	S 8°18'W	108.0	34.	N 23°26'W	218.9	61.	S 88°38'W	1565.7	48.	S 19°47'W	222.6
17	N 5°04'W	152.9	35.	N 14°55'W	196.6	62.	S 11°16'E	145.6	47.	S 28°37'W	532.6
18	N 6°35'W	150.9	36.	N 6°47'W	226.7	63.	S 23°01'E	263.7			

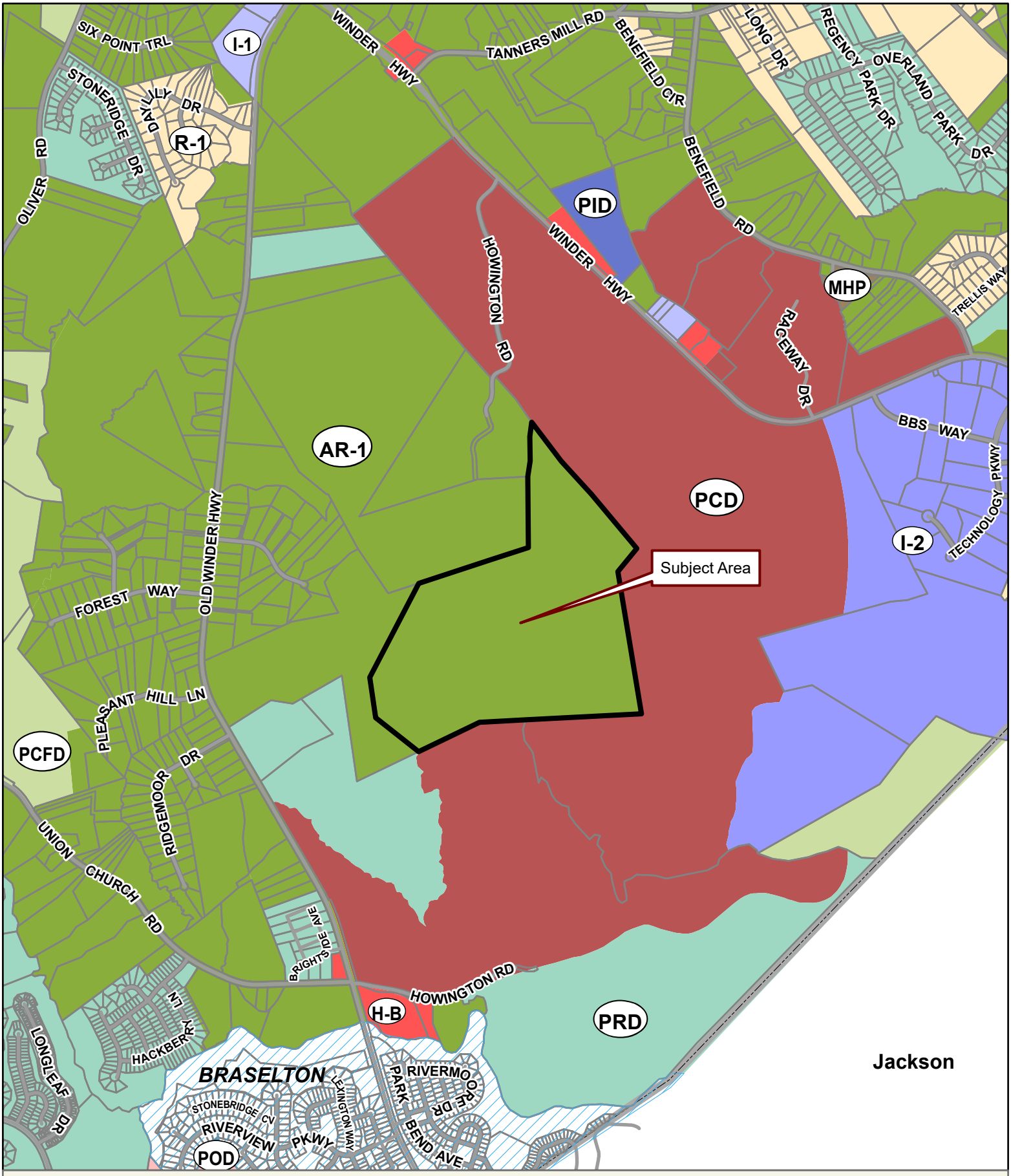
TRACT 2											
1	N 29°37'W	363.9	22.	S 82°11'W	180.0	43.	N 79°40'W	179.9	64.	S 80°09'E	294.2
2	N 51°46'W	410.2	23.	S 88°28'W	221.8	44.	N 87° 15'W	158.9	65.	S 75°14'E	247.7
3	N 56°55'W	511.8	24.	N 84°21'W	118.0	45.	S 88°53'W	127.9	66.	S 58°39'E	272.5
4	N 35°25'W	269.3	25.	S 86°45'W	116.1	46.	S 56°36'W	309.4	67.	N 89°16'E	252.0
5	N 50°45'W	286.6	26.	S 55°11'W	191.3	47.	N 28°57'E	332.6	68.	N 67°09'E	299.1
6	N 58°51'W	404.8	27.	S 31°28'W	150.0	48.	N 19°47'E	152.6	69.	N 58°11'E	316.5
7	N 31°34'W	295.2	28.	S 86°13'W	453.4	49.	N 5° 15'E	171.0	70.	S 64°39'E	221.7
8	N 35°15'W	147.9	29.	N 24°46'E	146.5	50.	N 17° 16'W	284.8	71.	N 77° 18'E	508.7
9	N 37°26'W	148.1	30.	N 36°16'E	409.1	51.	N 13°46'W	234.9	72.	N 89°11'E	342.9
10.	N 52°09'W	206.2	31.	N 26°58'W	297.0	52.	N 38°39'W	217.6	73.	S 76°08'E	115.6
11.	N 46°18'W	258.2	32.	N 64°30'W	852.9	53.	N 21°28'W	303.1	74.	S 48°09'E	116.5
12.	N 53°10'W	158.3	33.	N 77°09'W	284.4	54.	N 32°46'W	205.0	75.	N 46°36'E	1360.9
13.	S 54°00'W	121.9	34.	S 88°44'W	241.4	55.	N 4°57'E	374.9	76.	S 41°58'E	360.2
14.	S 81°46'W	248.8	35.	N 43°09'W	284.9	56.	N 17°15'E	580.4	77.	S 41°51'E	1488.1
15.	N 73°50'W	367.0	36.	N 15°12'W	560.2	57.	N 88°43'W	133.7	78.	S 60°10'E	657.0
16.	S 89°30'W	64'S	37.	N 12°06'E	395.5	58.	N 66°05'E	485.9	79.	N 47°31'E	96.8
17.	S 84°01'W	73.4	38.	N 83°11'E	228.3	59.	N 75°06'E	325.5	80.	N 43°51'E	193.2
18.	S 44°59'W	214.3	39.	N 27°55'E	154.9	60.	S 89°35'E	281.0	81.	S 24°15'E	231.4
19.	S 32°52'W	240.3	40.	N 1°44'W	335.8	61.	N 80°40'E	285.5	82.	S 19°43'E	232.0
20.	S 24°38'W	257.9	41.	N 23°00'W	397.8	62.	N 51°35'E	307.1	83.	S 9°48'E	181.2
21.	S 16°20'W	225.6	42.	N 24°00'W	115.8	63.	N 79° 12'E	267.0	84.	S 19°44'E	750.5
									85.	S 12°08'E	198.0
									86.	S 11°49'E	193.5
									87.	S 11°49'E	193.5
									88.	S 11°49'E	193.5
									89.	S 11°49'E	193.5
									90.	S 11°49'E	193.5
									91.	S 11°49'E	193.5
									92.	S 11°49'E	193.5
									93.	S 11°49'E	193.5
									94.	S 11°49'E	193.5
									95.	S 11°49'E	193.5
									96.	S 11°49'E	193.5
									97.	S 11°49'E	193.5
									98.	S 11°49'E	193.5
									99.	S 11°49'E	193.5
									100.	S 11°49'E	193.5
									101.	S 11°49'E	193.5
									102.	S 11°49'E	193.5
									103.	S 11°49'E	193.5
									104.	S 11°49'E	193.5
									105.	S 11°49'E	193.5
									106.	S 11°49'E	193.5
									107.	S 11°49'E	193.5
									108.	S 11°49'E	193.5
									109.	S 11°49'E	193.5
									110.	S 11°49'E	193.5
									111.	S 11°49'E	193.5
									112.	S 11°49'E	193.5
									113.	S 11°49'E	193.5
									114.	S 11°49'E	193.5
									115.	S 11°49'E	193.5
									116.	S 11°49'E	193.5
									117.	S 11°49'E	193.5
									118.	S 11°49'E	193.5
									119.	S 11°49'E	193.5
									120.	S 11°49'E	193.5
									121.	S 11°49'E	193.5
									122.	S 11°49'E	193.5

TRACT 4		
1.	S 39°25' E	487.0
2.	S 28°13' E	294.9
3.	S 22°34' E	298.8
4.	S 16°20' E	232.9
5.	S 15°23' E	515.0
6.	S 39°04' W	657.1
7.	N 2°40' E	172.8
8.	N 03°18' W	1268.5
9.	N 53°23' E	703.9
10.	N 53°27' E	4.0

TRACT 5		
1.	S 15°23' E	537.8
2.	S 76°42' W	196.1
3.	S 70°34' W	263.0
4.	S 72°01' W	646.6
5.	N 70°30' W	304.1
6.	N 60°45' W	51.8
7.	N 21°04' E	145.0
8.	N 21°04' E	285.5
9.	N 55°30' E	53.3
10.	N 29°40' E	300.0
11.	N 38°04' E	887.9




MAGNETIC NORTH
ROAD ATLANTA
RALPH LOTT
WAYNE MILLER
BRASELTON
COUNTY ROAD
80' R/W
GRINDLE
ARTHUR LEE
WHEELER
BAIRD
20' PAVED
TRACT 3-A
279.024 ACRES
TRACT 2-A
543.009 ACRES
TRACT 2-B
120.277 ACRES
TRACT 3-B
349.143 ACRES
TRACT 3-C
10.039 ACRES
TRACT 4
29.994 ACRES
TRACT 5
18.556 ACRES
THOMPSON MILLS FOREST-
TRACT 1
(UNIVERSITY OF GEORGIA
SCHOOL OF FOREST
RESOURCES)
157.690 ACRES
THORNTON
TRACT 1
(REF. 6)
LOYD STRICKLAND
MORGAN
REED
UNION CHURCH
ROAD
BOWINGTON ROAD
UNPAVED
100' EASEMENT TO
ROAD ATLANTA
E BRANCH IS Z
E GOLD MINE BRANCH IS Z
WATERSHED LAKE
COOPER CREEK IS Z
E COOPER CREEK IS Z
E OLD RIVER RUN IS Z
E OF MULBERRY RIVER IS Z
E MULBERRY RIVER IS Z
E BRANCH IS Z
E UNPAVED ROAD IS Z
THOMPSON MILL ROAD
80' R/W
20' PAVED
HALL COUNTY (TRACT 2-B)
JACKSON COUNTY (TRACT 2-A)
HALL COUNTY
GWINNETT COUNTY
BARROW COUNTY
GWINNETT COUNTY
BARROW COUNTY
64 BYP HWY
80' R/W
PAVED
IRON PIN FOUND AT ROCK
IRON PIN FOUND AT PENCA CORNER
RAIL FOUND AT 30" OAK AND OLD FENCE CORNER
6' HIGH CHAIN LINK FENCE
BRANCH
N 2°40' E 172.8
S 82°40' W 172.8
N 21°04' E 145.0
N 21°04' E 285.5
N 55°30' E 53.3
N 29°40' E 300.0
N 38°04' E 887.9
S 29°40' W 300.0
S 55°30' W 53.3
N 60°45' W 51.8
N 70°30' W 304.1
S 72°01' W 646.6
S 76°42' W 196.1
S 15°23' E 537.8
N 53°27' E 703.9
N 53°23' E 4.0
N 03°18' W 1268.5
N 39°04' W 657.1
S 2°40' E 172.8
S 16°20' W 225.6
S 23°11' W 274.5
S 28°13' E 294.9
S 39°25' E 487.0
N 53°55' E 1297.2
S 11°37' E 227.3
S 9°14' E 333.6
S 40°04' E 370.3
S 39°50' E 314.2
S 46°30' E 208.7
S 15°17' E 644.3
S 36°07' E 598.5
S 2°25' E 374.9
S 32°45' E 205.6
S 21°28' E 303.1
S 38°39' E 217.6
S 13°46' E 234.9
S 17°16' E 284.8
S 5°15' W 171.0
S 19°47' W 222.6
S 28°37' W 532.6
S 88°38' W 1565.7
S 11°16' E 145.6
S 23°01' E 263.7
S 4°26' E 173.5
S 82°11' W 180.0
S 88°28' W 221.8
S 84°21' W 118.0
S 86°45' W 116.1
S 55°11' W 191.3
S 31°28' W 150.0
S 86°13' W 453.4
N 24°46' E 146.5
N 36°16' E 409.1
N 26°58' W 297.0
N 64°30' W 852.9
N 77°09' W 284.4
S 88°44' W 241.4
N 43°09' W 284.9
N 15°12' W 560.2
N 12°06' E 395.5
N 83°11' E 228.3
N 27°55' E 154.9
N 1°44' W 335.8
N 23°00' W 397.8
N 24°00' W 115.8
N 79°40' W 179.9
N 87° 15' W 158.9
S 88°53' W 127.9
S 56°36' W 309.4
N 28°57' E 332.6
N 19°47' E 152.6
N 5° 15' E 171.0
N 17° 16' W 284.8
N 13°46' W 234.9
N 32°46' W 205.0
N 4°57' E 374.9
N 17°15' E 580.4
N 88°43' W 133.7
N 66°05' E 485.9
N 75°06' E 325.5
S 89°35' E 281.0
N 80°40' E 285.5
N 51°35' E 307.1
N 79° 12' E 267.0
S 80°09' E 294.2
S 75°14' E 247.7
S 58°39' E 272.5
N 89°16' E 252.0
N 67°09' E 299.1
N 58°11' E 316.5
S 64°39' E 221.7
N 77° 18' E 508.7
N 89°11' E 342.9
S 76°08' E 115.6
S 48°09' E 116.5
N 46°36' E 1360.9
S 41°58' E 360.2
S 41°51' E 1488.1
S 60°10' E 657.0
N 47°31' E 96.8
N 43°51' E 193.2
S 24°15' E 231.4
S 19°43' E 232.0
S 9°48' E 181.2
S 19°44' E 750.5
S 12°08' E 198.0
S 11°49' E 193.5
S 11°49' E 193.5
S 11°49' E 193.5

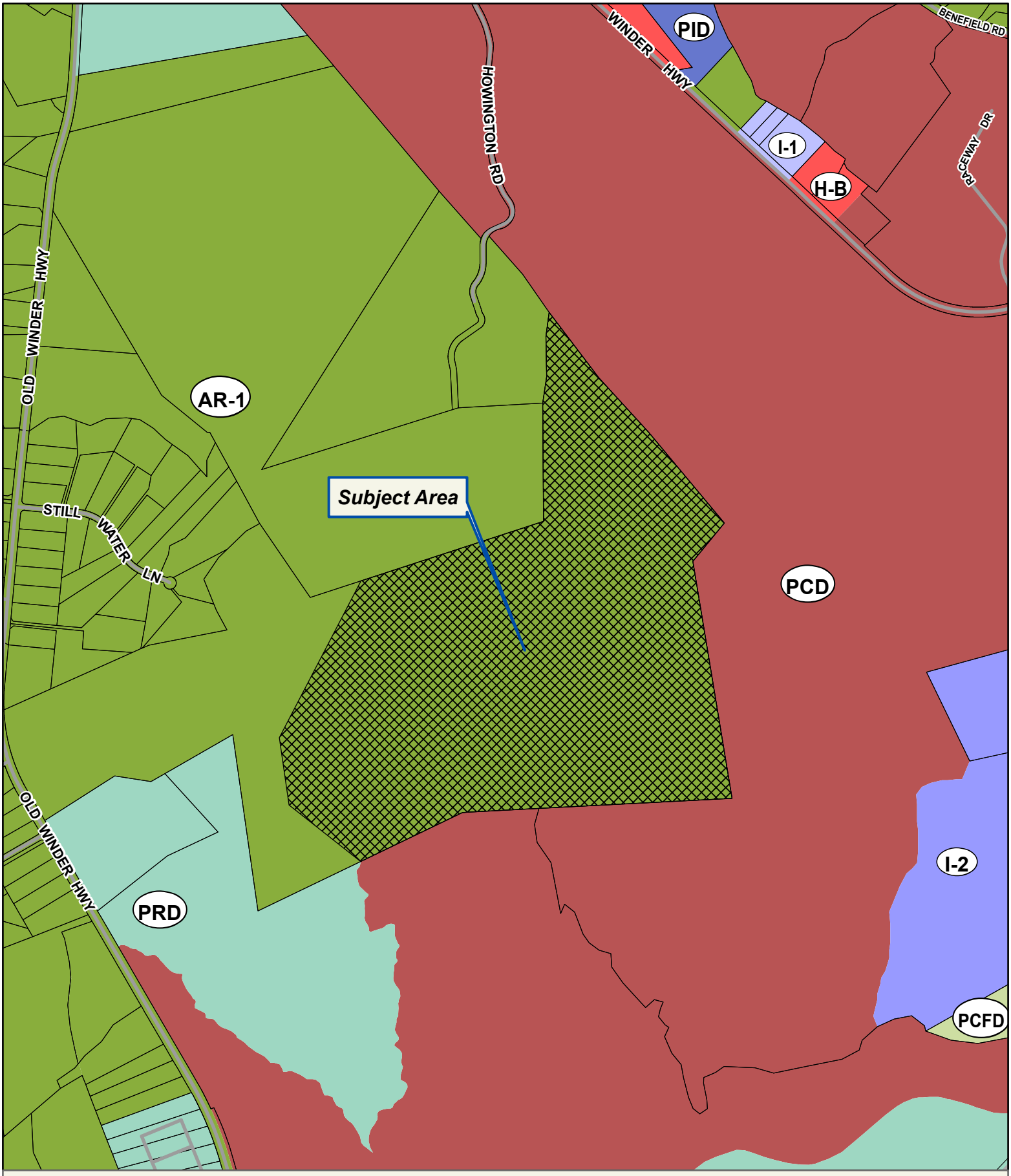


Applicant: K2P LAND PARTNERS, LLC
Tax Parcel #: 15039A000007 (PT.)
Location: 5401 OLD WINDER HIGHWAY, BRASELTON GA 30517
Commission District 1 **PC Mtg. Date: 06/16/2025**

0 400 800 1,600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: K2P LAND PARTNERS, LLC
Tax Parcel #: 15039A000007 (PT.)
Location: 5401 OLD WINDER HIGHWAY, BRASELTON GA 30517
Commission District 1 **PC Mtg. Date: 06/16/2025**

0 250 500 1,000
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: K2P LAND PARTNERS, LLC
Tax Parcel #: 15039A000007 (PT.)
Location: 5401 OLD WINDER HIGHWAY, BRASELTON GA 30517
Commission District 1 **PC Mtg. Date: 06/16/2025**

0 250 500 1,000
Feet

Zoning Boundary
City Limits
Subject Area

N

SURVEY NOTES

1. THE FIELD DATA DATED 3/25/2025 & 3/26/2025 UPON WHICH THIS PLAT IS BASED HAS AN AVERAGE RELATIVE PRECISION ACCURACY OF LESS THAN 0.09 FEET. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R12i GNSS GPS RECEIVER WITH A TRIMBLE TSC7 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM BASE STATIONS OPERATED BY TRIMBLE NAVIGATION, AND ADJUSTED USING LEAST SQUARES. THIS VALUE WAS DERIVED FROM GPS PROCESSING SOFTWARE. THE HORIZONTAL DATA FOR THIS SURVEY IS NORTH AMERICAN DATUM OF 1983 (NAD 83 GEORGIA WEST ZONE).

2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,997,542 FEET.

3. THIS PROPERTY MAY OR MAY NOT CONTAIN WETLAND AREAS. NO EFFORTS HAVE BEEN MADE BY THIS SURVEYOR TO IDENTIFY OR LOCATE ANY WETLAND AREAS ON THIS PROPERTY. A QUALIFIED WETLAND SPECIALIST OR BIOLOGIST, PRIOR TO ANY LAND DISTURBANCE, SHOULD PERFORM WETLAND IDENTIFICATION AND DELINEATION.

4. CENTERLINE OF CREEK AS FIELD LOCATED ON 3/25/25 & 3/26/25 IS THE PROPERTY LINE. NATURAL WATER BOUNDARIES ARE SUBJECT TO CHANGE DUE TO NATURAL CAUSES AND IT MAY OR MAY NOT REPRESENT THE ACTUAL LOCATION OF THE LIMIT OF TITLE.

5. PORTIONS OF THIS PROPERTY ARE LOCATED IN A FLOOD HAZARD ZONE "A" PER F.E.M.A. INSURANCE RATE MAP OF HALL COUNTY, GEORGIA. MAP NO. 13139C0374G, EFFECTIVE DATE DECEMBER 1, 2022.

6. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON; ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

7. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).

LEGEND

AKA	–	ALSO KNOWN AS
BL	–	BUILDING SETBACK LINE
BWF	–	BARBED WIRE FENCE
C&G	–	CURB & GUTTER
CTP	–	CRIMP TOP PIPE
CL	–	CENTER LINE
CLF	–	CHAIN LINK FENCE
CMF	–	CONCRETE MONUMENT FOUND
CONC	–	CONCRETE
DB/PG	–	DEED BOOK, PAGE
EP	–	EDGE OF PAVEMENT
FH	–	FIRE HYDRANT
GW	–	GUY WIRE
INV	–	INVERT
IPF	–	IRON PIN FOUND
IPS	–	IRON PIN SET (1/2"REBAR)
LP	–	LIGHT POLE
MH	–	MANHOLE
MON	–	MONUMENT
N/F	–	NOW OR FORMERLY
-OC-	–	OVERHEAD COMMUNICATION LINE
-OE-	–	OVERHEAD POWER LINE
OTP	–	OPEN TOP PIPE
P/L	–	PROPERTY LINE
PM	–	POWER METER
POB	–	POINT OF BEGINNING
PP	–	POWER POLE
PLP	–	POWER & LIGHT POLE
PTP	–	POWER & TELEPHONE POLE
PVC	–	POLYVINYLCHLORIDE PIPE
RB	–	REBAR
R/W	–	RIGHT OF WAY
SS	–	SANITARY SEWER LINE
TP	–	TELEPHONE POLE
TPOB	–	TRUE POINT OF BEGINNING
-W-	–	WATER LINE
WM	–	WATER METER
WV	–	WATER VALVE

CURVE TABLE

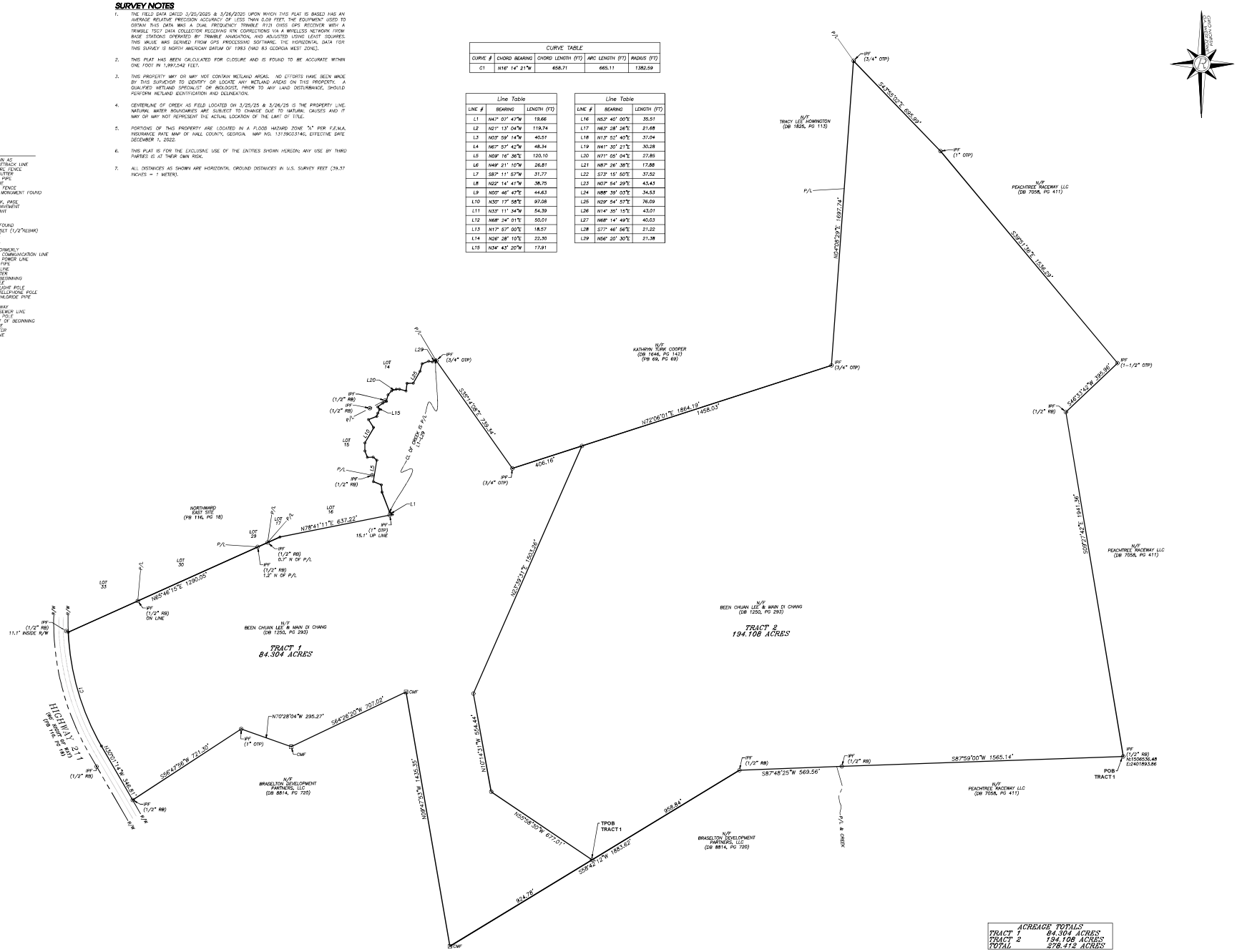
CURVE #	CHORD BEARING	CHORD LENGTH (FT)	ARC LENGTH (FT)	RADIUS (FT)
C1	N16° 14' 21"W	658.71	665.11	1382.59

Line Table

LINE #	BEARING	LENGTH (FT)
L1	N47° 07' 47"W	19.66
L2	N21° 13' 04"W	119.74
L3	N03° 59' 14"W	40.51
L4	N67° 57' 42"W	48.34
L5	N09° 16' 36"E	120.10
L6	N49° 21' 10"W	26.81
L7	S82° 11' 57"W	31.77
L8	N22° 14' 41"W	38.75
L9	N00° 46' 42"E	44.63
L10	N30° 17' 58"E	97.08
L11	N33° 11' 34"W	54.39
L12	N68° 24' 01"E	50.01
L13	N17° 57' 00"E	18.57
L14	N26° 28' 10"E	22.30
L15	N34° 43' 20"W	17.91

Line Table

LINE #	BEARING	LENGTH (FT)
L16	N53° 40' 00"E	35.51
L17	N63° 28' 26"E	21.68
L18	N13° 52' 40"E	37.04
L19	N41° 30' 21"E	30.28
L20	N71° 05' 04"E	27.86
L21	N87° 26' 38"E	17.88
L22	S73° 15' 50"E	37.52
L23	N07° 54' 29"E	43.43
L24	N88° 39' 03"E	34.53
L25	N29° 54' 57"E	76.09
L26	N14° 35' 15"E	43.01
L27	N68° 14' 49"E	40.03
L28	S77° 46' 56"E	21.22
L29	N56° 20' 30"E	21.38



Rochester | DCCM
Rochester and Associates, LLC
425 Oak St NW, Gainesville, GA 30501
770.718.0800 | rochesterdccm.com

ZONING EXHIBIT FOR

CROW HOLDINGS

LOCATED IN
LAND LOTS 14 & 15
HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION
		REVISIONS

GRAPHIC SCALE
0' 100' 200' 400' 800'

GEORGIA REGISTERED No. 2894 LAND SURVEYOR ROBERT S. CLEVELAND

SHEET 1 OF 1

DATE: 4/1/25
SCALE: 1 INCH = 200'
JOB NO: 2150131
DRAWN BY: RSC
DWG NO: 2150131-EXH

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

LEGEND

AKA	–	ALSO KNOWN AS
BL	–	BUILDING SETBACK LINE
BWF	–	BARBED WIRE FENCE
C&G	–	CURB & GUTTER
CTP	–	CRIMP TOP PIPE
CL	–	CENTER LINE
CLF	–	CHAIN LINK FENCE
CMF	–	CONCRETE MONUMENT FOUND
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DB/PG	–	DEED BOOK, PAGE
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LP	–	LIGHT POLE
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MON	–	MONUMENT
N/F	–	NOW OR FORMERLY
-OC-	–	OVERHEAD COMMUNICATION LINE
-OE-	–	OVERHEAD POWER LINE
OTP	–	OPEN TOP PIPE
P/L	–	PROPERTY LINE
PM	–	POWER METER
POB	–	POINT OF BEGINNING
PP	–	POWER POLE
PLP	–	POWER & LIGHT POLE
PTP	–	POWER & TELEPHONE POLE
PVC	–	POLYVINYLCHLORIDE PIPE
RB	–	REBAR
R/W	–	RIGHT OF WAY
SS	–	SANITARY SEWER LINE
TP	–	TELEPHONE POLE
TPOB	–	TRUE POINT OF BEGINNING
-W-	–	WATER LINE
WM	–	WATER METER
WV	–	WATER VALVE

SURVEY NOTES

1. THE FIELD DATA UNED 3/25/2025 & 3/26/2025 UPON WHICH THIS PLAT IS BASED HAS AN AVERAGE RELATIVE PRECISION ACCURACY OF LESS THAN 0.09 FEET. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R12i GNSS GPS RECEIVER WITH A TRIMBLE TSC7 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM BASE STATIONS OPERATED BY TRIMBLE NAVIGATION, AND ADJUSTED USING LEAST SQUARES. THIS VALUE WAS DERIVED FROM GPS PROCESSING SOFTWARE. THE HORIZONTAL DATA FOR THIS SURVEY IS NORTH AMERICAN DATUM OF 1983 (NAD 83 GEORGIA WEST ZONE).

2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 2,264,940 FEET.

3. THIS PROPERTY MAY OR MAY NOT CONTAIN WETLAND AREAS. NO EFFORTS HAVE BEEN MADE BY THIS SURVEYOR TO IDENTIFY OR LOCATE ANY WETLAND AREAS ON THIS PROPERTY. A QUALIFIED WETLAND SPECIALIST OR BIOLOGIST, PRIOR TO ANY LAND DISTURBANCE, SHOULD PERFORM WETLAND IDENTIFICATION AND DELINEATION.

4. CENTERLINE OF CREEK AS FIELD LOCATED L2 – L29 IS THE PROPERTY LINE. NATURAL WATER BOUNDARIES ARE SUBJECT TO CHANGE DUE TO NATURAL CAUSES AND IT MAY OR MAY NOT REPRESENT THE ACTUAL LOCATION OF THE LIMIT OF TITLE.

5. PORTIONS OF THIS PROPERTY ARE LOCATED IN A FLOOD HAZARD ZONE "A" AS PER F.E.M.A. INSURANCE RATE MAP OF HALL COUNTY, GEORGIA, COMMUNITY PANEL NO. 13139C0314G, EFFECTIVE DATE DECEMBER 1, 2022.

6. ALL PROPERTY CORNERS REFERENCED AS "PS" INDICATES A 1/2" REBAR PLACED WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484", UNLESS OTHERWISE NOTED.

7. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON; ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

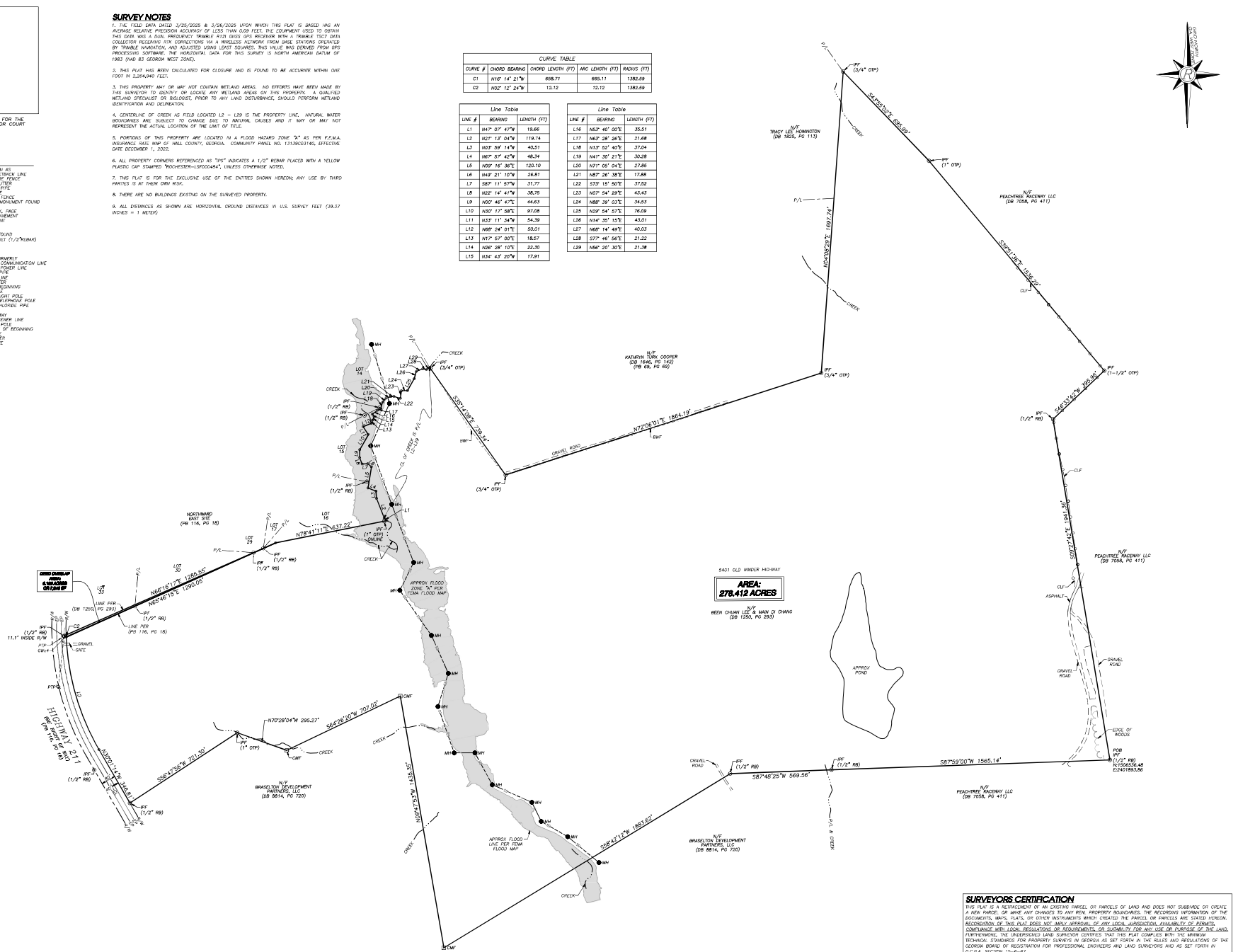
8. THERE ARE NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.

9. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER)

CURVE TABLE				
CURVE #	CHORD BEARING	CHORD LENGTH (FT)	ARC LENGTH (FT)	RADIUS (FT)
C1	N16° 14' 21"W	658.71	665.11	1382.59
C2	N02° 12' 24"W	12.12	12.12	1382.59

Line Table		
LINE #	BEARING	LENGTH (FT)
L1	N47° 07' 47"W	19.66
L2	N21° 13' 04"W	119.74
L3	N03° 59' 14"W	40.51
L4	N67° 57' 42"W	48.34
L5	N09° 16' 36"E	120.10
L6	N49° 21' 10"W	26.81
L7	S83° 11' 57"W	31.77
L8	N22° 14' 41"W	38.75
L9	N00° 46' 47"E	44.63
L10	N30° 17' 58"E	97.08
L11	N33° 11' 34"W	54.39
L12	N68° 24' 01"E	50.01
L13	N17° 57' 00"E	18.57
L14	N26° 28' 10"E	22.30
L15	N34° 43' 20"W	17.91

Line Table		
LINE #	BEARING	LENGTH (FT)
L16	N53° 40' 00"E	35.51
L17	N63° 28' 26"E	21.68
L18	N13° 52' 40"E	37.04
L19	N41° 30' 21"E	30.28
L20	N71° 05' 04"E	27.86
L21	N87° 26' 38"E	17.88
L22	S73° 15' 50"E	37.52
L23	N07° 54' 29"E	43.43
L24	N88° 39' 03"E	34.53
L25	N29° 54' 57"E	76.09
L26	N14° 35' 15"E	43.01
L27	N66° 14' 49"E	40.03
L28	S77° 46' 56"E	21.22
L29	N56° 20' 30"E	21.38



SURVEYORS CERTIFICATION

THIS PLAT IS A REPLACEMENT 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.

ROBERT S. CLEVELAND, PLS #2894 — 04/03/2025 DATE

sclevelandii@bellsouth.com
Rochester and Associates, LLC.
LSF-000484 EXPIRATION 6/30/2026
www.rochester-assoc.com

Rochester | DCCM
425 Pyle St NW, Gainesville, GA 30501
770.718.0888 | www.rochester-assoc.com

RETRACEMENT SURVEY FOR
CROW HOLDINGS
LOCATED IN
LAND LOT 29
HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION
		REVISIONS

GRAPHIC SCALE 0' 100' 200' 400'

GEORGIA REGISTERED No. 2894 LAND SURVEYOR ROBERT S. CLEVELAND

SHEET 1 OF 1
DATE: 3/26/2025
SCALE: 1" = 200'
JOB NO.: 2150131.JOW
FIELD BK.: 2025-01
DWG NO.: SRPM.01





03700
0582

Georgia, Hall County, Clerk Superior Court
Filed in office, this 6 day of July
2000 at 10:40a.m. Recorded in
Book 3700 Page(s) 582-584
this 7 day of July, 2000.
DWIGHT S. WOOD, CLERK, by: AJZ
2184

018212

Sergio & Associates P.C.
Attorney at Law
3982 Cherokee Trail
Suite 130
Suwanee, Georgia 30024

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ -0-
Date 7-6-00
DWIGHT S. WOOD
Clerk Superior Court
By AJZ

000582

STATE OF GEORGIA

Gwinnett COUNTY

Quit-Claim Deed

THIS INDENTURE, made the 27th day of April, in the year Two Thousand, between **JAY HAK LEE,** of the County of Jackson, State of Georgia, and **KOOK-JA LEE,** of the County of Gwinnett, as party or parties of the first part, hereinafter called Grantor, and **KOOK-JA LEE,** as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, for and in consideration of LOVE AND AFFECTION, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit-claim to Grantee all the right, title interest, claim or demand which the Grantor has or may have had in and to the following described real property, to wit:

FOR A COMPLETE LEGAL DESCRIPTION REFER TO EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Each grantor of this deed holds a twenty-five percent (25%) undivided interest in the above-described property. Grantee shall, therefore, hold a fifty percent (50%) undivided interest in a tenancy at common with Been Chuan Lee and Main Di Chang.
with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed the day and year above written.

Signed, sealed and delivered in
presence of:

Witness

Notary Public

My Commission Expires:

NOTARY PUBLIC GWINNETT COUNTY, GA

JAY HAK LEE

KOOK-JA LEE

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=4666167&key1=3700&key2=582&county=69&countyname=HALL&userid=254&appid=4 1/3

000583

EXHIBIT "A"

All that tract or parcel of land lying and being in the Clinchem District, number 392, of Hall County, Georgia, and being a portion of that land conveyed by warranty deed from Jasper B. Thompson to Eva Thompson Thornton on January 24, 1921, and recorded at deed book 37, page 568, Hall County records. Said tract is more particularly described as follows:

To find the point of beginning, commence at a concrete monument which point is the common intersection of the southeast boundary of Hall County, the northwestern boundary of Jackson County, the western boundary line of Barrow County, and the eastern boundary line of Gwinnett County; proceed thence North 46 degrees 36 minutes East 183.3 feet along the common boundary line of Hall and Jackson Counties to a point, thence North 87 degrees 13 minutes West 125.3 feet, thence South 82 degrees 23 minutes West 127.8 feet; thence South 36 degrees 32 minutes West 309.4 feet to a point in the center line of Mulberry River; thence along the center line of the Mulberry River the following courses and distances: South 40 degrees 43 minutes West 100.0 feet; thence South 50 degrees 10 minutes West 207.1 feet; thence North 85 degrees 55 minutes West 509.6 feet; thence South 80 degrees 35 minutes West 344.3 feet; thence North 07 degrees 14 minutes West 204.1 feet; thence South 65 degrees 32 minutes West 187.6 feet; thence South 78 degrees 51 minutes West 235.0 feet; thence North 53 degrees 26 minutes West 285.7 feet; thence North 17 degrees 34 minutes West 416.0 feet; thence North 29 degrees 54 minutes West 347.0 feet; thence North 6 degrees 44 minutes East 434.4 feet; thence North 23 degrees 08 minutes West 150.0 feet; thence South 66 degrees 33 minutes West 195.3 feet; thence South 5 degrees 29 minutes West 218.8 feet; thence South 23 degrees 11 minutes West 274.5 feet; thence South 85 degrees 18 minutes West 158.0 feet; thence North 39 degrees 08 minutes West 193.9 feet; thence North 60 degrees 35 minutes West 130.8 feet; thence leaving the center line of the Mulberry River North 21 degrees 54 minutes 00 seconds West 470.83 feet to an iron pin set on the southerly right of way of the Howington Road; thence 45.00 feet to an iron pin set in the center of said road; thence along the center line of said road North 64 degrees 40 minutes 45 seconds West 396.35 feet; thence South 89 degrees 39 minutes 26 seconds West 77.28 feet; thence North 71 degrees 22 minutes 25 seconds West 127.61 feet; thence North 68 degrees 24 minutes 17 seconds West 236.73 feet to an iron pin set on the easterly right of way of Georgia Highway 211; thence along said right of way North 15 degrees 23 minutes 00 seconds West 700.83 feet to a point; thence North 16 degrees 51 minutes West 236.8 feet; thence North 22 degrees 34 minutes West 298.0 feet; thence North 28 degrees 12 minutes West 298.8 feet; thence North 29 degrees 25 minutes West 491.1 feet; thence North 59 degrees 23 minutes East 1143.3 feet to an iron pin found, which point is the true point of beginning; thence North 9 degrees 8 minutes West 1435.1 feet to an axle found; thence South 65 degrees 7 minutes West 706.7 feet; thence North 69 degrees 40 minutes West 295.6 feet; thence South 57 degrees 30 minutes West 730.9 feet to a point on the Easterly side of Georgia Highway 211; thence along the Easterly side of Georgia Highway 211 North 29 degrees 27 minutes West 378.6 feet; thence continuing along the Easterly side of Georgia Highway 211 North 23 degrees 22 minutes West 218.9 feet; thence continuing along the Easterly side of Georgia Highway 211 North 14

degrees 55 minutes West 196.6 feet; thence continuing along the Easterly side of Georgia Highway 211 North 6 degrees 47 minutes West 229.7 feet to an iron pin; thence North 66 degrees 53 minutes East 1297.2 feet to an iron pipe found; thence North 79 degrees 26 minutes East 622.2 feet to a one-half inch pipe found; thence North 49 degrees 12 minutes West 124.6 feet; thence North 13 degrees 58 minutes West 261.7 feet; thence North 5 degrees 36 minutes East 123.3 feet; thence North 18 degrees 44 minutes East 215.9 feet; thence North 68 degrees 10 minutes East 269.8 feet; thence North 45 degrees 56 minutes East 132.8 feet to a one-half inch pipe found; thence South 34 degrees 32 minutes East 735.3 feet to a one inch pipe found; thence North 72 degrees 47 minutes East 1864.6 feet; thence North 4 degrees 57 minutes East 1702.1 feet to a one inch pipe found; thence South 42 degrees 52 minutes East 696.3 feet; thence South 39 degrees 12 minutes East 1538.0 feet to an iron pin found at fence corner; thence South 47 degrees 16 minutes West 396.0 feet to an iron pin; thence South 8 degrees 51 minutes East 1942.9 feet to a nail found at a 30 inch oak and old fence corner; thence South 88 degrees 38 minutes West 1565.7 feet; thence South 88 degrees 37 minutes 54 seconds West 569.61 feet to an iron pin set on the Easterly side of Howington Road; thence South 59 degrees 29 minutes 29 seconds West 1883.62 feet to an iron pin found at the true point of beginning.

Said tract contains 279.024 acres and is shown as Tract 3-A on a plat for Lenox T. Thornton, revised January 5, 1982, and recorded in Plat Book 85, Pages 128 and 129, Hall County Records. Said plat is incorporated herein by reference and made a part of this description.

000584

1250/293

WARRANTY DEED (SHORT FORM) — FORM NO. 207

L 293

STANDARD WARRANTY DEED

STATE OF GEORGIA,

HALL County

THIS INDENTURE, made this 10th day of August in the year of our Lord One Thousand Nine Hundred and Eighty-Eight between JAY HAK LEE and KOOK-JA LEE of the State of Georgia and County of Hall of the first part and BEEN CHUAN LEE and MAIN DI CHANG of the State of Georgia and County of Hall of the Second part

WITNESSETH: That the said part ies of the first part, for and in consideration of the sum of Ten and other good and valuable consideration -- DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said part ies of the second part, their heirs and assigns XXXXXXXXXXXXXXXX a one-half (1/2) undivided interest in:

See Exhibit "A" attached hereto and made a part hereof.

The purpose of this Deed is to create a tenancy in common with each of the Grantors (Jay Hak Lee and Kook-Ja Lee) and each of the Grantees (Been Chuan Lee and Main Di Chang) owning a twenty-five percent (25%) undivided interest in the above-described property.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of them the said part ies of the second part, their heirs and assigns, forever, IN FEE SIMPLE

And the said part ies of the first, for their heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said part ies of the second part, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand s and affixed their seal s the day and year above written.

Signed sealed and delivered in the presence of

Pamela D. King

Notary Public, Gwinnett County, Georgia
My Commission Expires March 1, 1989

Jay Hak Lee (Seal)
JAY HAK LEE (Seal)
Kook J Lee (Seal)
KOOK-JA LEE (Seal)
(Seal)

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=562197898&key1=1250&key2=293&county=69&countyname=HALL&userid=254&appid=4

WARRANTY DEED

FROM

JAY HAK LEE and

KOOK-JA LEE

TO

BEEN CHUAN LEE and

MAIN DI CHANG

Georgia, Hall County
Clerk's Office, Superior Court.
Filed for Record at 9:30 o'clock a. M
August 15, 1988
Recorded in Book 1250 Folio 293-296
August 16, 1988
Dwight S. Wood Clerk

Pd. mail:

David Alexander Sellers
Attorney at Law
50 Polk Street
Marietta, Georgia 30064
(404) 424-9343

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 558.00
Date August 15, 1988
DWIGHT S. WOOD
Clerk of Superior Court
By Deputy Clerk

All that tract or parcel of land lying and being in the Clinchom District, number 392, of Hall County, Georgia, and being a portion of that land conveyed by warranty deed from Jasper B. Thompson to Eva Thompson Thornton on January 24, 1921, and recorded at deed book 37, page 560, Hall County records. Said tract is more particularly described as follows:

To find the point of beginning, commence at a concrete monument which point is the common intersection of the southeast boundary of Hall County, the northwestern boundary of Jackson County, the western boundary line of Barrow County, and the eastern boundary line of Gwinnett County; proceed thence North 46 degrees 36 minutes East 183.3 feet along the common boundary line of Hall and Jackson Counties to a point, thence North 87 degrees 13 minutes West 125.3 feet, thence South 82 degrees 23 minutes West 127.8 feet; thence South 36 degrees 32 minutes West 309.4 feet to a point in the center line of Mulberry River; thence along the center line of the Mulberry River the following courses and distances: South 40 degrees 43 minutes West 100.0 feet; thence South 50 degrees 10 minutes West 207.1 feet; thence North 85 degrees 55 minutes West 509.6 feet; thence South 80 degrees 35 minutes West 344.3 feet; thence North 87 degrees 14 minutes West 204.1 feet; thence South 65 degrees 32 minutes West 187.6 feet; thence South 78 degrees 51 minutes West 235.0 feet; thence North 53 degrees 26 minutes West 285.7 feet; thence North 17 degrees 34 minutes West 416.0 feet; thence North 29 degrees 54 minutes West 347.0 feet; thence North 6 degrees 44 minutes East 434.4 feet; thence North 23 degrees 08 minutes West 150.0 feet; thence South 66 degrees 33 minutes West 195.3 feet; thence South 5 degrees 29 minutes West 218.8 feet; thence South 23 degrees 11 minutes West 274.5 feet; thence South 85 degrees 18 minutes West 158.0 feet; thence North 39 degrees 00 minutes West 193.9 feet; thence North 60 degrees 35 minutes West 130.8 feet; thence leaving the center line of the Mulberry River North 21 degrees 54 minutes 00 seconds West 470.83 feet to an iron pin set on the southerly right of way of the Hewington Road; thence 45.00 feet to an iron pin set in the center of said road; thence along the center line of said road North 64 degrees 40 minutes 45 seconds West 396.35 feet; thence South 89 degrees 39 minutes 26 seconds West 77.28 feet; thence North 79 degrees 22 minutes 25 seconds West 127.62 feet; thence North 68 degrees 24 minutes 17 seconds West 266.73 feet to an iron pin set on the easterly right of way of Georgia Highway 211; thence along said right of way North 15 degrees 23 minutes 00 seconds West 700.83 feet to a point; thence North 16 degrees 51 minutes West 236.8 feet; thence North 22 degrees 34 minutes West 290.0 feet; thence North 28 degrees 12 minutes West 298.8 feet; thence North 29 degrees 25 minutes West 491.1 feet; thence North 50 degrees 23 minutes East 1143.3 feet to an iron pin found, which point is the true point of beginning; thence North 9 degrees 8 minutes West 1435.1 feet to an axle found; thence South 65 degrees 7 minutes West 706.7 feet; thence North 69 degrees 48 minutes West 295.6 feet; thence South 57 degrees 30 minutes West 730.9 feet to a point on the Easterly side of Georgia Highway 211; thence along the Easterly side of Georgia Highway 211 North 29 degrees 27 minutes West 378.6 feet; thence continuing along the Easterly side of Georgia Highway 211 North 23 degrees 22 minutes West 218.9 feet; thence continuing along the Easterly side of Georgia Highway 211 North 14

EXHIBIT "A"

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Said tract contains 279.024 acres and is shown as Tract 3-A on a plat for Lenox T. Thornton, revised January 5, 1982, and recorded in Plat Book 85, Pages 128 and 129, Hall County Records. Said plat is incorporated herein by reference and made a part of this description.

Form No. 36 WARRANTY DEED (Short Form)

1004/81

STATE OF GEORGIA, County of HALL

This INDENTURE, Made this 15th day of July in the Year of Our Lord One Thousand Nine Hundred and Eighty-Six between LENOX THOMPSON THORNTON of the State of Georgia and County of Fulton of the first part, and JAY HAK LEE and KOOK-JA LEE of the State of Georgia and County of Gwinnett of the second part,

WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of Ten ($10.00) and other good and valuable consideration ----- Dollars, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, ha s granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell and convey unto the said part ies of the second part, their heirs and assigns, all that tract or parcel of land lying and being in

See Exhibit "A" attached hereto

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 500.00
Date July 18, 1986
DWIGHT S. WOOD
Clerk of Superior Court
By Margaret Haynes

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 part ies of the second part, their heirs and assigns, forever, in Fee Simple.

AND THE SAID part Y of the first part, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said part ies of the second part, their heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part Y of the first part ha s hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered in presence of:

Lenox Thompson Thornton (Seal)
LENOX THOMPSON THORNTON (Seal)
(Seal)

Executed on 7-15-86

Notary Public, Cobb County, Georgia
My Commission Expires March 1, 1989

Georgia, Hall County, Clerk Superior Court
Filed in office, this 18 day of July
19 86 at 9:30 A.M. Recorded in Book 1004
Page 81 this 21 day of July, 19 86
Dwight S. Wood
DWIGHT S. WOOD, Clerk

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Pd. Sellers & Krause
Marietta, Ga. 30064

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=79247350&key1=1004&key2=81&county=69&countyname=HALL&userid=254&appid=4

All that tract or parcel of land lying and being in the Clinchem District, number 392, of Hall County, Georgia, and being a portion of that land conveyed by warranty deed from Jasper B. Thompson to Eva Thompson Thornton on January 24, 1921, and recorded at deed book 37, page 568, Hall County records. Said tract is more particularly described as follows:

To find the point of beginning, commence at a concrete monument which point is the common intersection of the southeast boundary of Hall County, the northwestern boundary of Jackson County, the western boundary line of Barrow County, and the eastern boundary line of Gwinnett County; proceed thence North 46 degrees 36 minutes East 183.3 feet along the common boundary line of Hall and Jackson Counties to a point, thence North 87 degrees 13 minutes West 125.3 feet, thence South 82 degrees 23 minutes West 127.8 feet; thence South 36 degrees 32 minutes West 309.4 feet to a point in the center line of Mulberry River; thence along the center line of the Mulberry River the following courses and distances: South 40 degrees 43 minutes West 100.0 feet; thence South 50 degrees 10 minutes West 207.1 feet; thence North 85 degrees 55 minutes West 509.6 feet; thence South 80 degrees 35 minutes West 344.3 feet; thence North 87 degrees 14 minutes West 204.1 feet; thence South 65 degrees 32 minutes West 187.6 feet; thence South 78 degrees 51 minutes West 235.0 feet; thence North 53 degrees 26 minutes West 285.7 feet; thence North 17 degrees 34 minutes West 416.0 feet; thence North 29 degrees 54 minutes West 347.0 feet; thence North 6 degrees 44 minutes East 434.4 feet; thence North 23 degrees 08 minutes West 150.0 feet; thence South 66 degrees 33 minutes West 195.3 feet; thence South 5 degrees 29 minutes West 218.8 feet; thence South 23 degrees 11 minutes West 274.5 feet; thence South 85 degrees 18 minutes West 158.0 feet; thence North 39 degrees 08 minutes West 193.9 feet; thence North 60 degrees 35 minutes West 130.8 feet; thence leaving the center line of the Mulberry River North 21 degrees 54 minutes 00 seconds West 470.83 feet to an iron pin set on the southerly right of way of the Howington Road; thence 45.00 feet to an iron pin set in the center of said road; thence along the center line of said road North 64 degrees 40 minutes 45 seconds West 396.35 feet; thence South 89 degrees 39 minutes 26 seconds West 77.28 feet; thence North 79 degrees 22 minutes 25 seconds West 127.62 feet; thence North 68 degrees 24 minutes 17 seconds West 266.73 feet to an iron pin set on the easterly right of way of Georgia Highway 211; thence along said right of way North 15 degrees 23 minutes 00 seconds West 700.83 feet to a point; thence North 16 degrees 51 minutes West 236.8 feet; thence North 22 degrees 34 minutes West 298.0 feet; thence North 28 degrees 12 minutes West 298.8 feet; thence North 29 degrees 25 minutes West 491.1 feet; thence North 50 degrees 23 minutes East 1143.3 feet to an iron pin found, which point is the true point of beginning; thence North 9 degrees 8 minutes West 1435.1 feet to an axle found; thence South 65 degrees 7 minutes West 706.7 feet; thence North 69 degrees 48 minutes West 295.6 feet; thence South 57 degrees 30 minutes West 730.9 feet to a point on the Easterly side of Georgia Highway 211; thence along the Easterly side of Georgia Highway 211 North 29 degrees 27 minutes West 378.6 feet; thence continuing along the Easterly side of Georgia Highway 211 North 23 degrees 22 minutes West 218.9 feet; thence continuing along the Easterly side of Georgia Highway 211 North 14

EXHIBIT "A" K.V.J.

degrees 55 minutes West 196.6 feet; thence continuing along the Easterly side of Georgia Highway 211 North 6 degrees 47 minutes West 229.7 feet to an iron pin; thence North 66 degrees 53 minutes East 1297.2 feet to an iron pipe found; thence North 79 degrees 26 minutes East 622.2 feet to a one-half inch pipe found; thence North 49 degrees 12 minutes West 124.6 feet; thence North 13 degrees 58 minutes West 261.7 feet; thence North 5 degrees 36 minutes East 123.3 feet; thence North 18 degrees 44 minutes East 215.9 feet; thence North 68 degrees 10 minutes East 269.8 feet; thence North 45 degrees 56 minutes East 132.8 feet to a one-half inch pipe found; thence South 34 degrees 32 minutes East 735.3 feet to a one inch pipe found; thence North 72 degrees 47 minutes East 1864.6 feet; thence North 4 degrees 57 minutes East 1702.1 feet to a one inch pipe found; thence South 42 degrees 52 minutes East 696.3 feet; thence South 39 degrees 12 minutes East 1538.0 feet to an iron pin found at fence corner; thence South 47 degrees 16 minutes West 396.0 feet to an iron pin; thence South 8 degrees 51 minutes East 1942.9 feet to a nail found at a 30 inch oak and old fence corner; thence South 88 degrees 38 minutes West 1565.7 feet; thence South 88 degrees 37 minutes 54 seconds West 569.61 feet to an iron pin set on the Easterly side of Howington Road; thence South 59 degrees 29 minutes 29 seconds West 1883.62 feet to an iron pin found at the true point of beginning.

Said tract contains 279.024 acres and is shown as Tract 3-A on a plat for Lenox T. Thornton, revised January 5, 1982, and recorded in Plat Book 85, Pages 128 and 129, Hall County Records. Said plat is incorporated herein by reference and made a part of this description.

LEGAL DESCRIPTION

OVERALL

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 392, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (1/2" REBAR) WITH A GEORGIA WEST STATE PLANE COORDINATE (NAD 83) OF NORTH=1506536.48, EAST=2401893.86; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF PEACHTREE RACEWAY LLC AND BRASELTON DEVELOPMENT PARTNERS, LLC, SOUTH 87°59'00" WEST, A DISTANCE OF 1565.14 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE CONTINUE ALONG THE PROPERTY NOW OR FORMERLY OF BRASELTON DEVELOPMENT PARTNERS, LLC THE FOLLOWING COURSES AND DISTANCES: SOUTH 87°48'25" WEST, A DISTANCE OF 569.56 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 58°42'12" WEST, A DISTANCE OF 1883.62 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 09°47'53" WEST, A DISTANCE OF 1435.35 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 64°26'20" WEST, A DISTANCE OF 707.02 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 70°28'04" WEST, A DISTANCE OF 295.27 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE); THENCE SOUTH 56°47'56" WEST, A DISTANCE OF 721.30 FEET TO AN IRON PIN FOUND ON THE EAST RIGHT-OF-WAY OF HIGHWAY 211 (80' R/W); THENCE ALONG THE EAST RIGHT-OF-WAY OF HIGHWAY 211, NORTH 30°01'14" WEST, A DISTANCE OF 346.81 FEET TO A POINT; THENCE 665.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1382.59 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 16°14'21" WEST, 658.71 FEET TO A POINT; THENCE LEAVING THE EAST RIGHT-OF-WAY OF HIGHWAY 211 AND ALONG THE PROPERTY NOW OR FORMERLY OF NORTHWARD EAST SITE THE FOLLOWING COURSES AND DISTANCES: NORTH 65°46'15" EAST, A DISTANCE OF 1290.05 FEET TO A POINT; THENCE NORTH 78°41'11" EAST, A DISTANCE OF 637.22 FEET TO THE CENTERLINE OF A CREEK; THENCE ALONG THE CENTERLINE OF A CREEK THE FOLLOWING COURSES AND DISTANCES: NORTH 47°07'47" WEST, A DISTANCE OF 19.66 FEET TO A POINT; THENCE NORTH 21°13'04" WEST, A DISTANCE OF 119.74 FEET TO A POINT; THENCE NORTH 03°59'14" WEST, A DISTANCE OF 40.51 FEET TO A POINT; THENCE NORTH 67°57'42" WEST, A DISTANCE OF 48.34 FEET TO A POINT; THENCE NORTH 09°16'36" EAST, A DISTANCE OF 120.10 FEET TO A POINT; THENCE NORTH 49°21'10" WEST, A DISTANCE OF 26.81 FEET TO A POINT; THENCE SOUTH 87°11'57" WEST, A DISTANCE OF 31.77 FEET TO A POINT; THENCE NORTH 22°14'41" WEST, A DISTANCE OF 38.75 FEET TO A POINT; THENCE NORTH 00°46'47" EAST, A DISTANCE OF 44.63 FEET TO A POINT; THENCE NORTH 30°17'58" EAST, A DISTANCE OF 97.08 FEET TO A POINT; THENCE NORTH 33°11'34" WEST, A DISTANCE OF 54.39 FEET TO A POINT; THENCE NORTH 68°24'01" EAST, A DISTANCE OF 50.01 FEET TO A POINT; THENCE NORTH 17°57'00" EAST, A DISTANCE OF 18.57 FEET TO A POINT; THENCE NORTH 26°28'10" EAST, A DISTANCE OF 22.30 FEET TO A POINT; THENCE NORTH 34°43'20" WEST, A DISTANCE OF 17.91 FEET TO A POINT; THENCE NORTH 53°40'00" EAST, A DISTANCE OF 35.51 FEET TO A POINT; THENCE NORTH 63°28'26" EAST, A DISTANCE OF 21.68 FEET TO A POINT; THENCE NORTH 13°52'40" EAST, A DISTANCE OF 37.04 FEET TO A POINT; THENCE NORTH 41°30'21" EAST, A DISTANCE OF 30.28 FEET TO A POINT; THENCE NORTH 71°05'04" EAST, A DISTANCE OF 27.85 FEET TO A POINT; THENCE NORTH 87°26'38" EAST, A

DISTANCE OF 17.88 FEET TO A POINT; THENCE SOUTH 73°15'50" EAST, A DISTANCE OF 37.52 FEET TO A POINT; THENCE NORTH 07°54'29" EAST, A DISTANCE OF 43.43 FEET TO A POINT; THENCE NORTH 88°39'03" EAST, A DISTANCE OF 34.53 FEET TO A POINT; THENCE NORTH 29°54'57" EAST, A DISTANCE OF 76.09 FEET TO A POINT; THENCE NORTH 14°35'15" EAST, A DISTANCE OF 43.01 FEET TO A POINT; THENCE NORTH 68°14'49" EAST, A DISTANCE OF 40.03 FEET TO A POINT; THENCE SOUTH 77°46'56" EAST, A DISTANCE OF 21.22 FEET TO A POINT; THENCE NORTH 56°20'30" EAST, A DISTANCE OF 21.38 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF A CREEK AND ALONG THE PROPERTY NOW OR FORMERLY OF KATHRYN TURK COOPER, SOUTH 35°14'08" EAST, A DISTANCE OF 739.34 FEET TO AN IRON PIN FOUND (3/4" OPEN TOP PIPE); THENCE NORTH 72°06'01" EAST, A DISTANCE OF 1864.19 FEET TO AN IRON PIN FOUND (3/4" OPEN TOP PIPE); THENCE ALONG THE PROPERTY NOW OR FORMERLY OF KATHRYN TURK COOPER AND TRACY LEE HOWINGTON, NORTH 04°08'29" EAST, A DISTANCE OF 1697.74 FEET TO AN IRON PIN FOUND (3/4" OPEN TOP PIPE); THENCE ALONG THE PROPERTY NOW OR FORMERLY OF PEACHTREE RACEWAY LLC THE FOLLOWING COURSES AND DISTANCES: SOUTH 43°55'02" EAST, A DISTANCE OF 695.99 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE); THENCE SOUTH 39°51'36" EAST, A DISTANCE OF 1536.29 FEET TO AN IRON PIN FOUND (1-1/2" OPEN TOP PIPE); THENCE SOUTH 46°33'42" WEST, A DISTANCE OF 395.96 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 09°27'42" EAST, A DISTANCE OF 1941.36 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 278.412 ACRES.

LEGAL DESCRIPTION

TRACT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 392, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (1/2" REBAR) WITH A GEORGIA WEST STATE PLANE COORDINATE (NAD 83) OF NORTH=1506536.48, EAST=2401893.86; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF PEACHTREE RACEWAY LLC AND BRASELTON DEVELOPMENT PARTNERS, LLC, SOUTH 87°59'00" WEST, A DISTANCE OF 1565.14 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE CONTINUE ALONG THE PROPERTY NOW OR FORMERLY OF BRASELTON DEVELOPMENT PARTNERS, LLC THE FOLLOWING COURSES AND DISTANCES: SOUTH 87°48'25" WEST, A DISTANCE OF 569.56 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 58°42'12" WEST, A DISTANCE OF 958.84 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUE ALONG THE PROPERTY NOW OR FORMERLY OF BRASELTON DEVELOPMENT PARTNERS, LLC THE FOLLOWING COURSES AND DISTANCES: SOUTH 58°42'12" WEST, A DISTANCE OF 924.78 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 09°47'53" WEST, A DISTANCE OF 1435.35 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 64°26'20" WEST, A DISTANCE OF 707.02 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 70°28'04" WEST, A DISTANCE OF 295.27 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE); THENCE SOUTH 56°47'56" WEST, A DISTANCE OF 721.30 FEET TO AN IRON PIN FOUND ON THE EAST RIGHT-OF-WAY OF HIGHWAY 211 (80' R/W); THENCE ALONG THE EAST RIGHT-OF-WAY OF HIGHWAY 211, NORTH 30°01'14" WEST, A DISTANCE OF 346.81 FEET TO A POINT; THENCE 665.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1382.59 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 16°14'21" WEST, 658.71 FEET TO A POINT; THENCE LEAVING THE EAST RIGHT-OF-WAY OF HIGHWAY 211 AND ALONG THE PROPERTY NOW OR FORMERLY OF NORTHWARD EAST SITE THE FOLLOWING COURSES AND DISTANCES: NORTH 65°46'15" EAST, A DISTANCE OF 1290.05 FEET TO A POINT; THENCE NORTH 78°41'11" EAST, A DISTANCE OF 637.22 FEET TO THE CENTERLINE OF A CREEK; THENCE ALONG THE CENTERLINE OF A CREEK THE FOLLOWING COURSES AND DISTANCES: NORTH 47°07'47" WEST, A DISTANCE OF 19.66 FEET TO A POINT; THENCE NORTH 21°13'04" WEST, A DISTANCE OF 119.74 FEET TO A POINT; THENCE NORTH 03°59'14" WEST, A DISTANCE OF 40.51 FEET TO A POINT; THENCE NORTH 67°57'42" WEST, A DISTANCE OF 48.34 FEET TO A POINT; THENCE NORTH 09°16'36" EAST, A DISTANCE OF 120.10 FEET TO A POINT; THENCE NORTH 49°21'10" WEST, A DISTANCE OF 26.81 FEET TO A POINT; THENCE SOUTH 87°11'57" WEST, A DISTANCE OF 31.77 FEET TO A POINT; THENCE NORTH 22°14'41" WEST, A DISTANCE OF 38.75 FEET TO A POINT; THENCE NORTH 00°46'47" EAST, A DISTANCE OF 44.63 FEET TO A POINT; THENCE NORTH 30°17'58" EAST, A DISTANCE OF 97.08 FEET TO A POINT; THENCE NORTH 33°11'34" WEST, A DISTANCE OF 54.39 FEET TO A POINT; THENCE NORTH 68°24'01" EAST, A DISTANCE OF 50.01 FEET TO A POINT; THENCE NORTH 17°57'00" EAST, A DISTANCE OF 18.57 FEET TO A POINT; THENCE NORTH 26°28'10" EAST, A DISTANCE OF 22.30 FEET TO A POINT; THENCE NORTH 34°43'20" WEST, A DISTANCE OF 17.91 FEET TO A POINT; THENCE NORTH 53°40'00" EAST, A DISTANCE OF 35.51 FEET TO A POINT; THENCE NORTH 63°28'26" EAST, A DISTANCE OF 21.68 FEET TO A POINT; THENCE NORTH 13°52'40" EAST, A DISTANCE OF 37.04 FEET TO A POINT; THENCE NORTH

41°30'21" EAST, A DISTANCE OF 30.28 FEET TO A POINT; THENCE NORTH 71°05'04" EAST, A DISTANCE OF 27.85 FEET TO A POINT; THENCE NORTH 87°26'38" EAST, A DISTANCE OF 17.88 FEET TO A POINT; THENCE SOUTH 73°15'50" EAST, A DISTANCE OF 37.52 FEET TO A POINT; THENCE NORTH 07°54'29" EAST, A DISTANCE OF 43.43 FEET TO A POINT; THENCE NORTH 88°39'03" EAST, A DISTANCE OF 34.53 FEET TO A POINT; THENCE NORTH 29°54'57" EAST, A DISTANCE OF 76.09 FEET TO A POINT; THENCE NORTH 14°35'15" EAST, A DISTANCE OF 43.01 FEET TO A POINT; THENCE NORTH 68°14'49" EAST, A DISTANCE OF 40.03 FEET TO A POINT; THENCE SOUTH 77°46'56" EAST, A DISTANCE OF 21.22 FEET TO A POINT; THENCE NORTH 56°20'30" EAST, A DISTANCE OF 21.38 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF A CREEK AND ALONG THE PROPERTY NOW OR FORMERLY OF KATHRYN TURK COOPER, SOUTH 35°14'08" EAST, A DISTANCE OF 739.34 FEET TO AN IRON PIN FOUND (3/4" OPEN TOP PIPE); THENCE NORTH 72°06'01" EAST, A DISTANCE OF 406.16 FEET TO A POINT; THENCE INTO THE PROPERTY NOW OR FORMERLY OF BEEN CHUAN LEE AND MAIN DI CHANG THE FOLLOWING COURSES AND DISTANCES; SOUTH 23°39'31" WEST, A DISTANCE OF 1503.26 FEET TO A POINT; THENCE SOUTH 10°14'31" EAST, A DISTANCE OF 554.44 FEET TO A POINT; THENCE SOUTH 55°58'30" EAST, A DISTANCE OF 677.01 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 84.304 ACRES.

Georgia Mountains Regional Commission

DRI Review Findings

TO: Kristie Turner, Principal Planner
Hall County Planning and Development
Other Interested Parties

FROM: Adam Hazell, AICP, Planning Director

DATE: June 2, 2025

SUBJECT: DRI Project Review, Hall County

PROJECT: **DRI-4460,** 5401 Old Winder - Residential

The Georgia Mountains Regional Commission (GMRC) has completed the review of the project identified above. Based on comments received and staff analysis of this project, conducted in accordance with the Georgia Department of Community Affair's Procedures for the Review of Developments of Regional Impact, the GMRC finds that the proposed action does not present any potential adverse inter-jurisdictional impacts. Please note that this finding is advisory only and assumes the project will proceed as presented to the GMRC and will comply with all applicable local, State and federal rules and regulations.

Copies of the staff review, any comments from interested stakeholders and any recommendations have been included with this memo. They should be considered and addressed by the local government in its final determination and review/permitting procedures for the finding to remain as stated.

P.O. Box 1720 • Gainesville, Georgia 30503 • Phone 770-538-2626 • FAX 770-538-2625

Georgia Mountains Regional Commission

DRI **# 4460,** 5401 Old Winder - Residential

STATEMENT OF FINDING

Based on the information provided, comments received, a review of the local comprehensive plan and prevailing DRI review criteria, the GMRC staff analysis finds that this project does not present any potential adverse interjurisdictional impacts. The finding assumes the project will proceed as presented to the GMRC and only if the project complies with all applicable local, State and federal rules and regulations and if the following advisory comments and recommendations are considered and addressed.

Summary of Staff Review

- This is a proposal calls for approximately 320 multi-family units divided among six different buildings, 380 single-family attached townhomes, and various amenity areas.

- The project site is located along SR 211/ Old Winder Highway near Braselton, with an industrial component behind an adjoining residential portion. This is in southern Hall County, near the burgeoning corridor of Interstate 85, and located near the Atlanta Motor Speedway complex. The area has experienced a notable degree of suburbanization during the past decade plus, with several other DRI-sized projects within a 10-mile radius having already been developed. Water service would be provided by the City of Gainesville, while sewer service would be provided by Hall County. Both systems are considered to have sufficient capacity for the proposed project. ***No regional concerns regarding utilities.***

- The site is located on SR 211/ Old Winder Highway approximately 3.2 miles north of the interchange with I-85. The site plan proposes one full-access driveway to SR 211, which would be right across from Pleasant Hill Lane, thus creating a 4-way intersection. Initial plans propose the intersection be rendered a single-lane traffic circle. The residential development would be spread into 4 different pods (two each for the apartments and townhomes), each having its own access to the main internal road to be constructed for the development. Traffic projections for the residential component would produce peak-hour vehicles trips per day at 537 in the morning and 610 in the evening.

  Given that commercial traffic for the adjoining industrial component would need to pass by the proposed additional residential development to reach the State route, the County/ GHMPO should ensure that the residential development has strong internal pedestrian options and that the main road is designed for traffic calming to keep speeds minimal. The County may also wish to consult GDOT on the best long-term options for the intersection at SR 211, both to minimize congestion and ensure safety. ***No regional concerns regarding transportation infrastructure.***

- The project proposes about 35% of impervious surface coverage for the residential portion. There is a tributary to Mulberry Creek which bisects the larger development, including the presence of some floodplains and possible wetlands. Including the residential portion of the development, the draft site plan shows an internal road network with three stream crossings. Mulberry Creek is the source of Braselton's public water supply and is among waters which Georgia's Environmental Protection Division has listed as "Not Supporting" its defined use due to contamination issues, therefore the development should be mindful to not add further degradation to local water quality.

  According to the application, the developer will work *"with the (US Army) corps of engineers and the local jurisdiction prior to any construction."* The application adds further that *"Stormwater management ponds to be provided to treat impervious surface areas. 50' stream buffers in effect."*

  Given the proximity to the stream and the extent of large impervious surfaces on site, plus the sensitivity of Mulberry Creek downstream, the County should be sure environmental reviews ensure best practices for managing stormwater runoff and especially any septic or sewer infrastructure that could leak into the waterways. ***Assuming compliance with State and local regulations, no regional concerns regarding environmental protection. However, best environmental practices are encouraged regarding stormwater management.***

Georgia Mountains Regional Commission

CONSISTENCY REVIEW	
Is the proposed DRI compliant with …	**Comment**
The GMRC Regional Plan?	Yes.
Other State or regional plans for the area?	Best environmental practices recommended to protect a downstream water supply resource.
Applicable Service Delivery Agreements and/or land use management measures?	Yes
Projected capacity for utilities and services?	Yes
Are there any potential inter-jurisdictional conflicts identified by the GMRC?	No significant or standing conflict was raised or identified by staff.

Outside Comments Received
(Copies of any comments received can be found as submitted attached to this report.)

Northeast Georgia Regional Commission

Georgia Mountains Regional Commission

DEVELOPMENTS OF REGIONAL IMPACT

Comments Form

Project Name: **5401 Old Winder - Residential** Project I.D.: **DRI-4460**

Name of Commenting Organization: Northeast Georgia Regional Commission

Address: 305 Research Dr.

Athens, GA 30605

Contact Person: Carol Flaute, Senior Community Planner Telephone No.: 706-369-5650

Do you believe your jurisdiction will be affected by the proposed development? x Yes ____ No

Please describe the effects (positive and/or negative) the proposed project could have on your jurisdiction:

The stream that flows through the project site is a tributary of the Mulberry River, upstream of a municipal water intake for the Town of Braselton. Additionally, the reach of the Mulberry River into which the tributary flows is listed by the Georgia EPD as "not supporting" due to fecal coliform bacteria and impacts on the macroinvertebrate community (EPD 2024 Integrated 305(b)/303(d) List).

Please ensure that the project is designed to minimize disruption to the existing streams, including minimizing erosion and controlling stormwater runoff to avoid degradation of downstream water quality. Low impact design measures like bioswales, rain gardens, and/or other green infrastructure are encouraged.

Form Completed By: Carol Flaute Title: Senior Community Planner

Signature: Carol J.M. Flaute Date: 5/23/25

Mail Comments to: Adam Hazell
Planning Director
P. O. Box 1720
Gainesville, GA 30503

O: 770.538.2617
F: 770.538.2625
E-mail: ahazell@gmrc.ga.gov

Comments Due By: **May 23, 2025**

Developments of Regional Impact

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INDUSTRIAL SECTION VALUES ONLY!!!

DEVELOPMENT OF REGIONAL IMPACT
Initial DRI Information

This form is to be completed by the city or county government to provide basic project information that will allow the RDC to determine if the project appears to meet or exceed applicable DRI thresholds. Refer to both the Rules for the DRI Process and the DRI Tiers and Thresholds for more information.

Local Government Information

Submitting Local Government: Hall County, Georgia

Individual completing form: Steven P. Gilliam, Attorney

Telephone: 770-536-3381

E-mail: sgilliam@sgwmfirm.com

*Note: The local government representative completing this form is responsible for the accuracy of the information contained herein. If a project is to be located in more than one jurisdiction and, in total, the project meets or exceeds a DRI threshold, the local government in which the largest portion of the project is to be located is responsible for initiating the DRI review process.

Proposed Project Information

Name of Proposed Project: 5401 Old Winder Highway, Braselton GA 30517 - Industrial

Location (Street Address, GPS Coordinates, or Legal Land Lot Description): 5401 Old Winder Highway, Braselton GA 30517

Brief Description of Project: The intent is to develop approximatley 1,750,000SF of Light-Industrial warehouse space on 200+/- acres.

Approximately 6,300 linear feet of new roadway/parkway will be constructed to serve this development

Amendment: Change to 1,719,640 SF of light--industrial warehouse space on 194.108+/- acres.

Development Type:

(•) (not selected)	( ) Hotels	( ) Wastewater Treatment Facilities
( ) Office	( ) Mixed Use	( ) Petroleum Storage Facilities
( ) Commercial	( ) Airports	( ) Water Supply Intakes/Reservoirs
( ) Wholesale & Distribution	( ) Attractions & Recreational Facilities	( ) Intermodal Terminals
( ) Hospitals and Health Care Facilities	( ) Post-Secondary Schools	( ) Truck Stops
( ) Housing	( ) Waste Handling Facilities	( ) Any other development types
(X) Industrial	( ) Quarries, Asphalt & Cement Plants	

If other development type, describe:

N/A

Project Size (# of units, floor area, etc.): 1,750,000 SF

Developer: K2P Land Partners, LLC

Amendment: Change to 1,719,640 SF of light--industrial warehouse space on 194.108 +/- acres

Mailing Address: 390 Brogdon Road

Address 2:

City: Suwanee State: GA Zip: 30024

Telephone: 404-663-8195

Email: mpholps@bfhcompany.com

Is property owner different from developer/applicant? (not selected) X Yes No

If yes, property owner: Kook-Ja Lee, Boon Chuan Lee, and Main Di Chang

Is the proposed project entirely located within your local government's jurisdiction? (not selected) X Yes No

If no, in what additional jurisdictions is the project located? N/A

Is the current proposal a continuation or expansion of a previous DRI? (not selected) Yes X No

If yes, provide the following information: Project Name:

Project ID:

The initial action being requested of the local government for this project:
- X Rezoning
- Variance
- Connect Sewer
- Connect Water
- Permit
- Other

Is this project a phase or part of a larger overall project? (not selected) Yes X No

If yes, what percent of the overall project does this project/phase represent? N/A

Estimated Project Completion Dates: This project/phase: 1/2027

Overall project: 1/2030

Submit Application | Save without Submitting | Cancel

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Developments of Regional Impact

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DEVELOPMENT OF REGIONAL IMPACT
Additional DRI Information

This form is to be completed by the city or county government to provide information needed by the RDC for its review of the proposed DRI. Refer to both the Rules for the DRI Process and the DRI Tiers and Thresholds for more information.

Local Government Information

Submitting Local Government: Hall County, Georgia

Individual completing form: Steven P. Gilliam, Attorney

Telephone: 770-536-3381

Email: sgilliam@sgwmfirm.com

Project Information

Name of Proposed Project: 5401 Old Winder Highway, Braselton GA 30517 - Industrial

DRI ID Number:

Developer/Applicant: K2P Land Partners, LLC

Telephone: 404-863-6195

Email(s): mphelps@bfhcompany.com

Additional Information Requested

Has the RDC identified any additional information required in order to proceed with the official regional review process? (If no, proceed to Economic Impacts.) (not selected) ○ Yes ☒ No

If yes, has that additional information been provided to your RDC and, if applicable, GRTA? (not selected) ○ Yes ☒ No

If no, the official review process can not start until this additional information is provided.

Economic Development

Estimated Value at Build-Out: Industrial : $175,000,000 (Approximately)

Estimated annual local tax revenues (i.e., property tax, sales tax) likely to be generated by the proposed development: Industrial : $1,750,000 (Approximately)

Is the regional work force sufficient to fill the demand created by the proposed project? (not selected) ☒ Yes ○ No

Will this development displace any existing uses? (not selected) ○ Yes ☒ No

If yes, please describe (including number of units, square feet, etc):

N/A

Water Supply

Name of water supply provider for this site: City of Gainesville

What is the estimated water supply demand to be generated by the project, measured in Millions of Gallons Per Day (MGD)? Industrial: .028 mgd

Is sufficient water supply capacity available to serve the proposed project? (not selected) X Yes ○ No

If no, describe any plans to expand the existing water supply capacity:

Is a water line extension required to serve this project? (not selected) ○ Yes ○ No

If yes, how much additional line (in miles) will be required?

Wastewater Disposal

Name of wastewater treatment provider for this site: Hall County Sanitary Sewer Services

What is the estimated sewage flow to be generated by the project, measured in Millions of Gallons Per Day (MGD)? Industrial .023 mgd GPD (.02225 MGD)

Is sufficient wastewater treatment capacity available to serve this proposed project? (not selected) X Yes ○ No

If no, describe any plans to expand existing wastewater treatment capacity:

Is a sewer line extension required to serve this project? (not selected) ○ Yes X No

If yes, how much additional line (in miles) will be required?

Land Transportation

How much traffic volume is expected to be generated by the proposed development, in peak hour vehicle trips per day? (If only an alternative measure of volume is available, please provide.) The development will generate 537 vehicle trips (263 entering + 273 exiting) during the AM peak hour, and a total of 610 new vehicle trips (290 entering + 320 exiting) during the PM Peak hour.

Has a traffic study been performed to determine whether or not transportation or access improvements will be needed to serve this project? (not selected) X Yes ○ No

Are transportation improvements needed to serve this project? (not selected) ○ Yes X No

If yes, please describe below:

Solid Waste Disposal

How much solid waste is the project expected to generate annually (in tons)? 1,156 tons industrial side only

Is sufficient landfill capacity available to serve this proposed project? (not selected) Yes No

If no, describe any plans to expand existing landfill capacity:

Will any hazardous waste be generated by the development? (not selected) Yes No

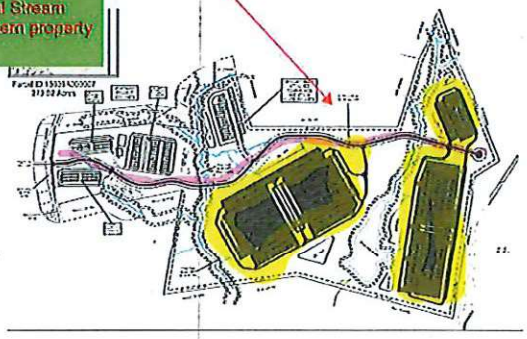
If yes, please explain:

Stormwater Management

What percentage of the site is projected to be impervious surface once the proposed development has been constructed? The entire roadway and the four industrial pads will entail 79.62 acres of imparvious. The residential pads will need to be added to this amount

Describe any measures proposed (such as buffers, detention or retention ponds, pervious parking areas) to mitigate the project's impacts on stormwater management:

Up to 6 detention ponds will be utilized to provide water quality (including runoff reduction), channel protection and detention for the project.Also, the majority of Hall County, State and Federal Stream buffers on the site will be respected. Lastly, a 50' buffer along the entire southern and eastern property lines will be part of the design.



Environmental Quality

Is the development located within, or likely to affect any of the following:

1. Water supply watersheds? (not selected) Yes No
2. Significant groundwater recharge areas? (not selected) Yes No
3. Wetlands? (not selected) Yes No
4. Protected mountains? (not selected) Yes No
5. Protected river corridors? (not selected) Yes No
6. Floodplains? (not selected) Yes No
7. Historic resources? (not selected) Yes No
8. Other environmentally sensitive resources? (not selected) Yes No

If you answered yes to any question above, describe how the identified resource(s) may be affected:

Zone A floodplain will be impacted for the parkway crossing of a tributary of Mulberry Creek. Wetlands will be impacted during the overall development and this effort will be permitted with the Corps of Engineers and the local jurisdiction prior to any construction.

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TRAFFIC IMPACT STUDY FOR

SR 211 Mixed-Use Site
Hall County, Georgia

DATE:
June 3, 2025

LOCATION:
Hall County, Georgia

PREPARED FOR:
CHI/Acquisitions, L.P.

PREPARED BY:
NV5 Engineers and Consultants, Inc.
10745 Westside Way, Suite 300
Alpharetta, GA 30009
678.795.3600



NV5

nv5.com

Executive Summary

A new mixed-use development is proposed for construction along the east side of SR 211 opposite Ridgemoor Drive. When completed, the development will consist of 1,719,640 square feet of warehousing, 350 townhomes, and 350 apartments. With limited frontage to SR 211, only one (1) access point is proposed onto the highway. The full-buildout of the site is expected by 2030.

Currently, SR 211 is a two-lane undivided roadway. The intersection of SR 211 with SR 347 experiences high delay during the PM peak period with signal timings favoring traffic along SR 211 despite there being several hundred vehicles approaching from SR 347 during that period. This delay is expected to be mitigated with two widening projects that are planned to be completed by the end of 2030. The widening projects will add multiple turn lanes to each approach at the intersection and additional northbound and southbound through lanes to improve traffic flow along SR 211.

The concept for PI 0007233 (widening of SR 211 from SR 347 to SR 53) shows a network of R-Cuts for the SR 211 corridor between SR 53 and Union Church Road. While the proposed site access would operate satisfactorily as an R-Cut, the addition of 936 heavy trucks per day to the highway from the development present a safety concern for slow-moving, U-turning trucks movement bound for I-85 along SR 211. Instead, a multilane roundabout would operate better at the proposed driveway allowing the large vehicles to safely exit the site while maintaining traffic flow along the highway. Since the widening project is still several years away, the multi-lane roundabout could be initially constructed as a single-lane roundabout until the GDOT project is completed.

Other than improvements at the proposed access to SR 211, no changes to the surrounding intersections are necessary to mitigate the impact of the proposed development.

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A. Introduction

A new mixed-use is proposed for construction along the east side of SR 211 opposite Ridgemoor Drive in Hall County, Georgia. The proposed development will consist of 1,719,640 square feet of warehousing, 350 townhomes, and 350 apartments. The site is proposed to have a single access-point onto SR 211.

The traffic analyses in this report are for a single phase of construction – full build-out even though the development cycle will likely be divided between industrial and residential. The purpose of this report is to identify the traffic expected to be generated by new vehicular trips when the development is fully completed. This study includes analysis of the Existing, No-Build, and Build conditions at the following intersections for the year 2030:

1. SR 211 & SR 53
2. SR 211 & SR 347 / Bayberry Drive
3. SR 211 & Site Driveway

The report summarizes the analysis of existing, background and projected traffic at the study locations, analysis of traffic impacts including Levels of Service (LOS) and conclusions and recommendations from the analysis.

Figure 1 depicts the study area (vicinity map) in Hall County, Georgia. The study intersections listed above are depicted in Figure 2. A copy of the development concept plan is included in Appendix A.

Figure 1: Vicinity Map

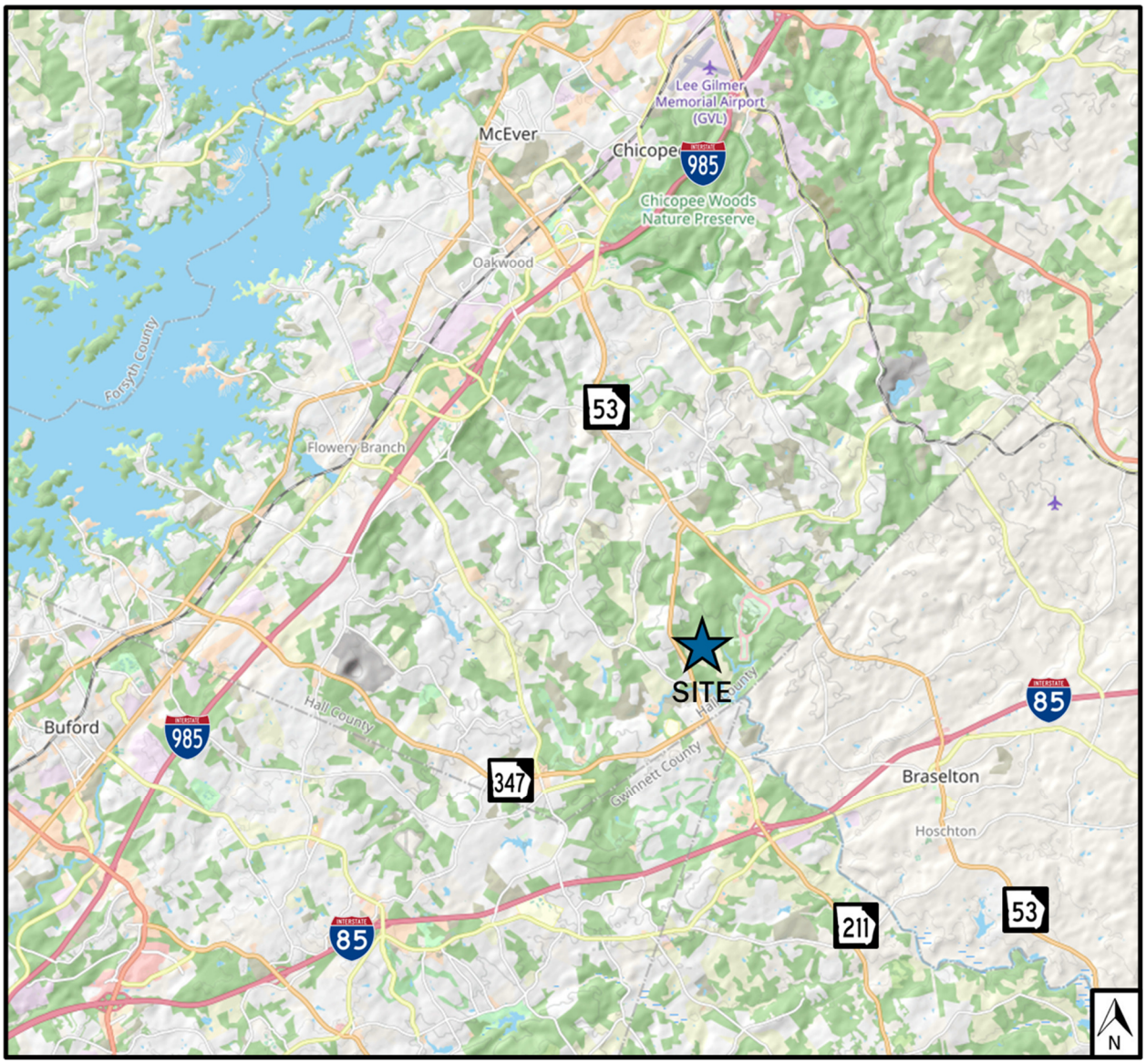
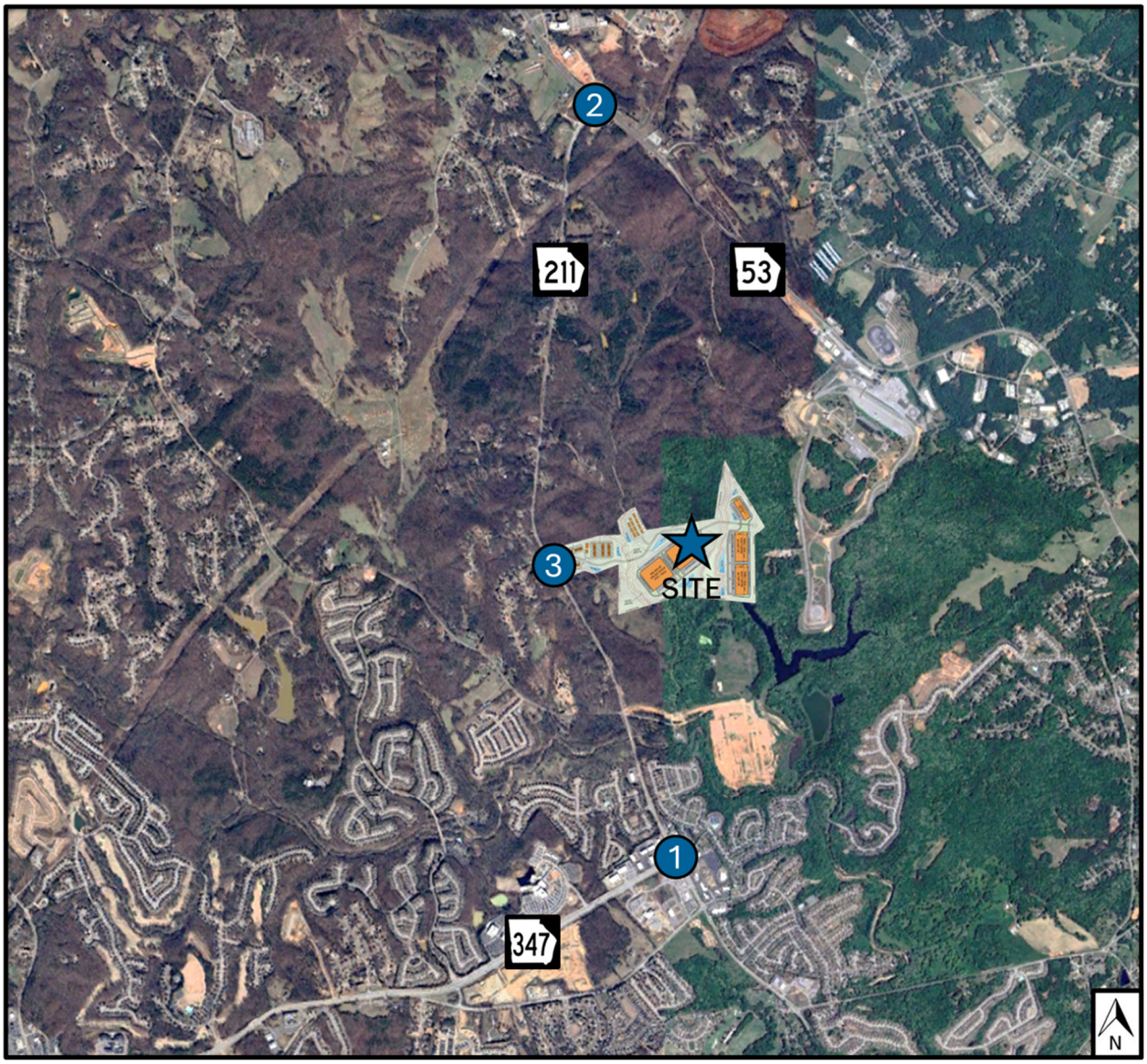


Figure 2: Site Location Aerial



1. SR 211 & SR 53
2. SR 211 & SR 347 / Bayberry Drive
3. SR 211 & Site Driveway / Ridgemoor Drive

B. Existing Conditions

B.1. Transportation Facilities

SR 211 is currently a two-lane, undivided, minor arterial highway that has a north/south orientation for the purposes of this study. SR 211 runs south from its intersection with SR 53 towards Barrow County and I-85. The posted speed limit along SR 211 is 45 miles per hour (MPH) and land uses along the highway are primarily residential in the study area with commercial around its intersection with SR 347 / Bayberry Drive.

SR 53 is a four-lane, divided highway classified as a principal arterial highway west of its intersection with SR 211 and a minor arterial highway east of the intersection as the highway narrows to a two-lane, undivided roadway. SR 53 has an east/west orientation, for the purposes of this study, and runs west towards Oakwood and I-985 and runs east towards Braselton and I-85. The posted speed limit along SR 53 in the study area is 45 MPH. Most of the land is undeveloped along the highway with some small commercial uses in the area as well as a Hall County fire station.

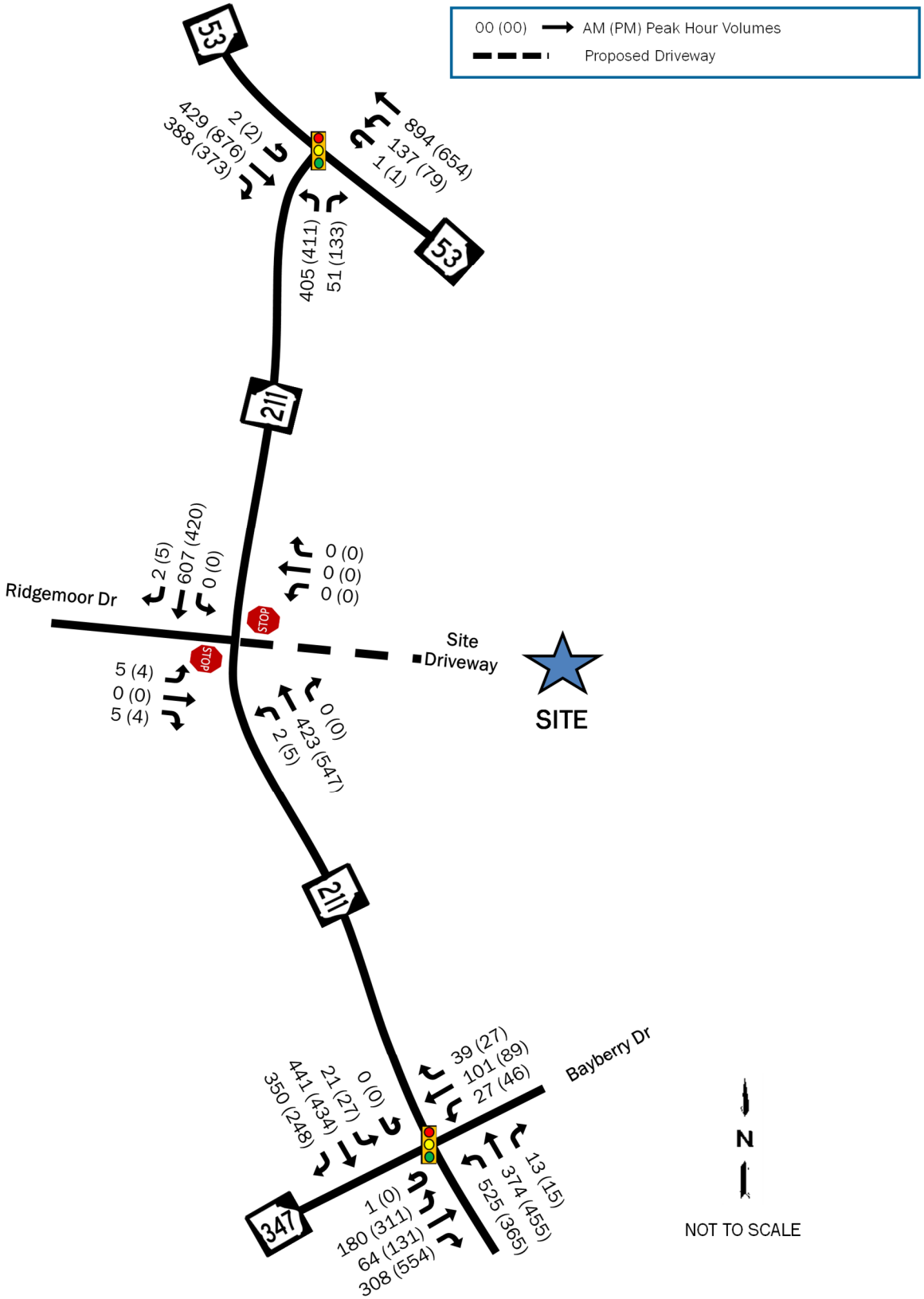
SR 347 (Friendship Road) is a six-lane, divided, minor arterial highway with an east-west orientation for the purposes of this study. SR 347 runs west from its intersection with SR 211 towards Buford and I-985. SR 53 shares an intersection at SR 211 with Bayberry Drive. The posted speed limit along SR 53 is 45 MPH and land uses along the highway are primarily commercial at the study intersection with residential west of the study area.

Bayberry Drive is a four-lane, divided, local roadway that runs east of its intersection with SR 211 into the Mulberry Park residential subdivision. Bayberry Drive also includes three access points for commercial developments located along SR 211. The posted speed limit along Bayberry Drive is 25 MPH.

B.2. Traffic Counts

Weekday AM and PM peak period turning movement counts were collected at the study intersections on Tuesday, March 25, 2025. Average daily traffic counts were also collected on SR 211 in front of the proposed site. The average daily weekday traffic along SR 211 is approximately 12,500 vehicles per day near the project site. Counts were collected while schools were in session and are included in Appendix B. The counts collected in 2025 are shown in Figure 3 (2025 Existing Traffic Volumes).

Figure 3: 2025 Existing Traffic Volumes



C. Future Conditions

C.1. Background Growth

The growth rate used in the study area is based upon an analysis of historical traffic counts in study area according to Georgia DOT's Traffic Data Application. The project is expected to be completed in 2030. To account for ambient growth and other developments in the area, the existing traffic counts for this study were grown by a conservative rate of 2.4% per year for five (5) years. The expected volumes are shown in Figure 4, 2030 No-Build Volumes. The growth rate development worksheet is included in Appendix B.

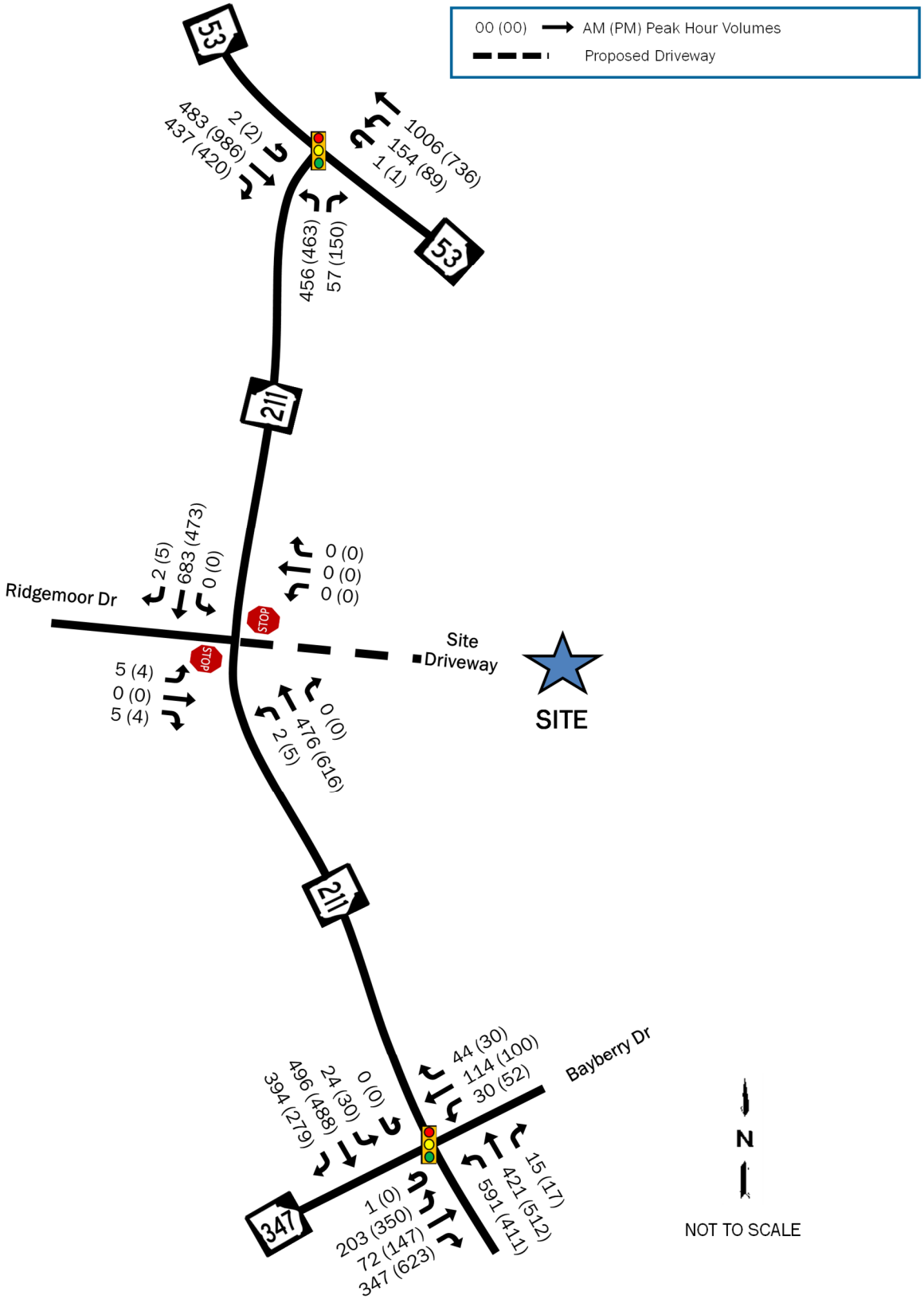
C.2. Planned Roadway Projects

GDOT has two projects planned for SR 211 that are expected to impact the study area and be completed by the end of 2030. The first, PI 0016089, will widen SR 211 from Liberty Church Road to SR 347 / Bayberry Drive from two-lanes to a four-lane, divided highway. This project will add significant capacity improvements to the intersection of SR 211 with SR 347 including an additional eastbound left-turn lane, eastbound right-turn lane, northbound through-lane, northbound right-turn lane, and a westbound right-turn lane. Letting for this project is scheduled for 2025.

The second project, PI 0007233, will continue the widening north to SR 53 creating a series of R-cuts along the highway and a multilane roundabout at the intersection of SR 211 with Union Church Road. This project will add a second southbound through-lane to the intersection of SR 211 with SR 347, but not significantly impact the intersection of SR 211 with SR 53, other than extending the storage bay for northbound right-turns. Construction for this project is expected to be completed by the end of 2030.

The changes from these widening plans are expected to include signal timing improvements, so for the purposes of this study, signal timings for the future (No-build) analysis were optimized and the same timings were used for the future + project traffic (Build) analysis.

Figure 4: 2030 No-Build Traffic Volumes



C.3. Project Trip Generation

Project trip generation was calculated using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition, 2021. According to ITE, trips for light industrial developments include both personal vehicles and trucks. Table 1 below shows the breakdown of the trips expected to be generated by the new mixed-use development.

Table 1: Trip Generation

Land Use Code	Variable	Trip Type	Daily	AM Peak Hour			PM Peak Hour		
				IN	OUT	TOTAL	IN	OUT	TOTAL
110 - Light Ind.	1,719,640 SF	Personal Vehicle	1,820	159	37	196	38	143	181
		Truck	936	18	16	34	27	25	52
215 – Townhomes	350 Units	Personal Vehicle	2,616	55	121	176	117	89	206
220 – Apts	350 Units	Personal Vehicle	2,318	31	100	131	108	63	171
Total			**7,690**	**263**	**273**	**537**	**290**	**320**	**610**

The development will generate a total of 537 new vehicle trips (263 entering and 273 exciting) during the AM peak hour, and a total of 610 new vehicle trips (290 entering and 320 exiting) during the PM peak hour.

C.4. Trip Distribution and Assignment

The assignment and directional distribution of new project trips was based on the traffic patterns evidenced in the overall study area. Traffic counts at the nearest intersection to the north and south of the site suggest that approximately

- 30% of vehicles will travel to/from the northwest along SR 53
- 10% will travel to/from the northeast along SR 53
- 25% will travel to/from the southwest along SR 347
- 35% will travel to/from the south along SR 211.

The detailed personal vehicles trip distribution is shown in Figure 5. The personal vehicles trips generated from the development utilizing the trip distribution is depicted in Figure 6. Truck counts at the intersections suggest a different distribution pattern for heavy vehicles. The counts suggest that:

- 30% of trucks will travel to/from the northwest along SR 53,
- 25% will travel to/from the northeast along SR 53,
- 20% will travel to/from the southwest along SR 347, and
- 25% will travel to/from the south along SR 211.

The truck distribution is shown in Figure 7, and the resulting truck trips are shown in Figure 8. Figure 9 shows the total project trip generation. The No-Build plus project trips (Build Volumes) are depicted in Figure 10.

Figure 5: Personal Vehicle Trip Distribution

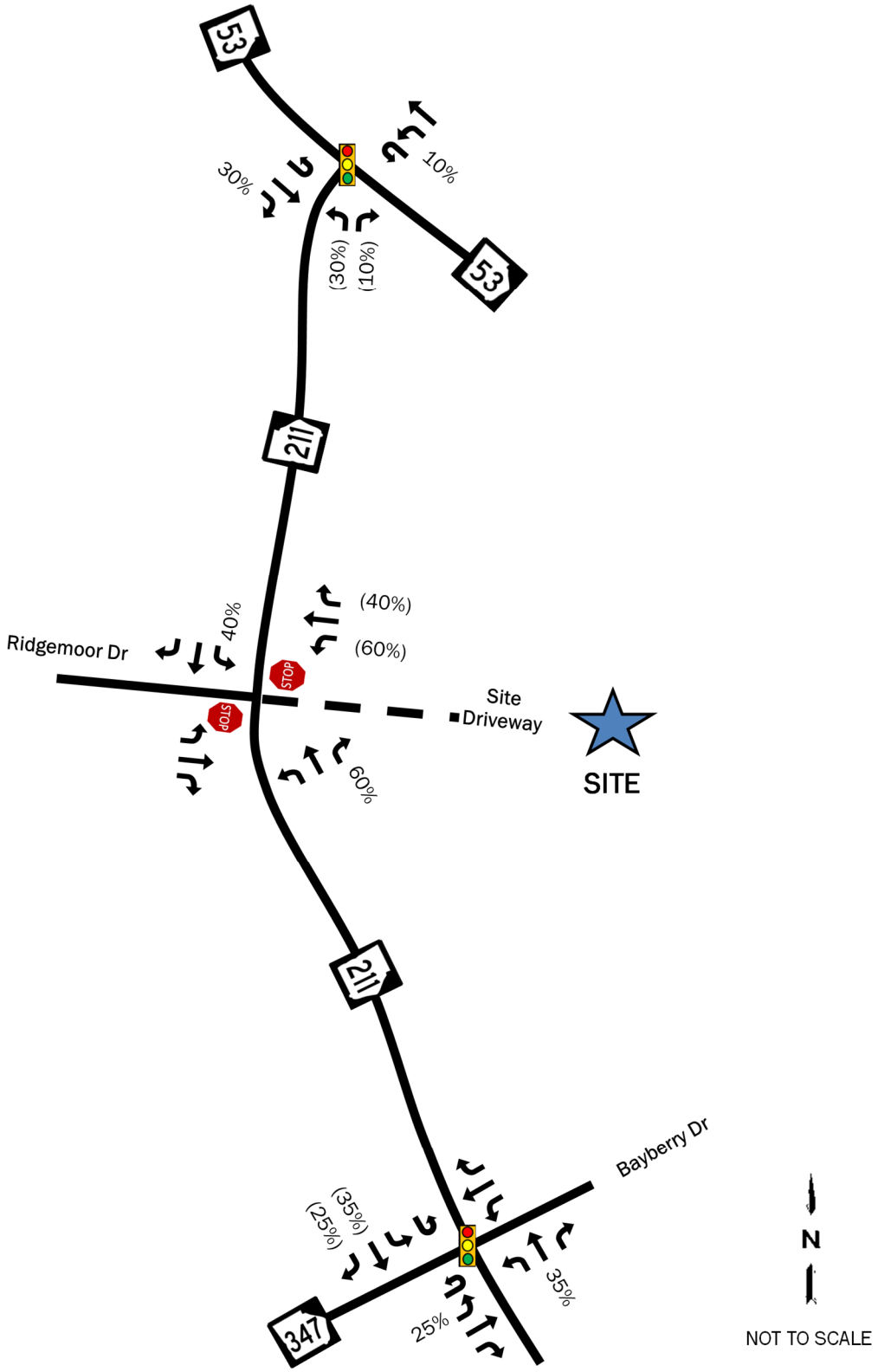


Figure 6: Personal Vehicle Development Trips

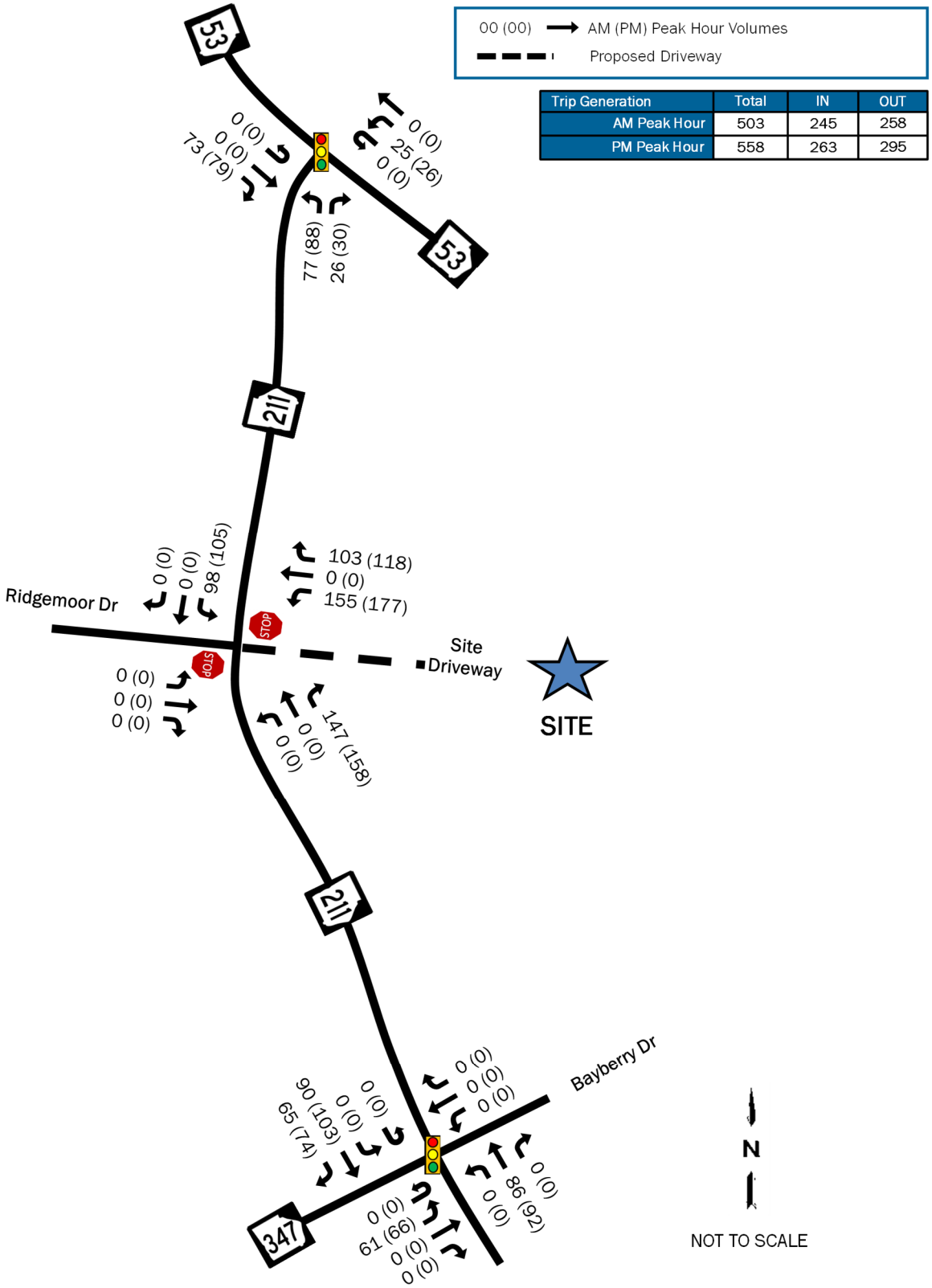


Figure 7: Truck Trip Distribution

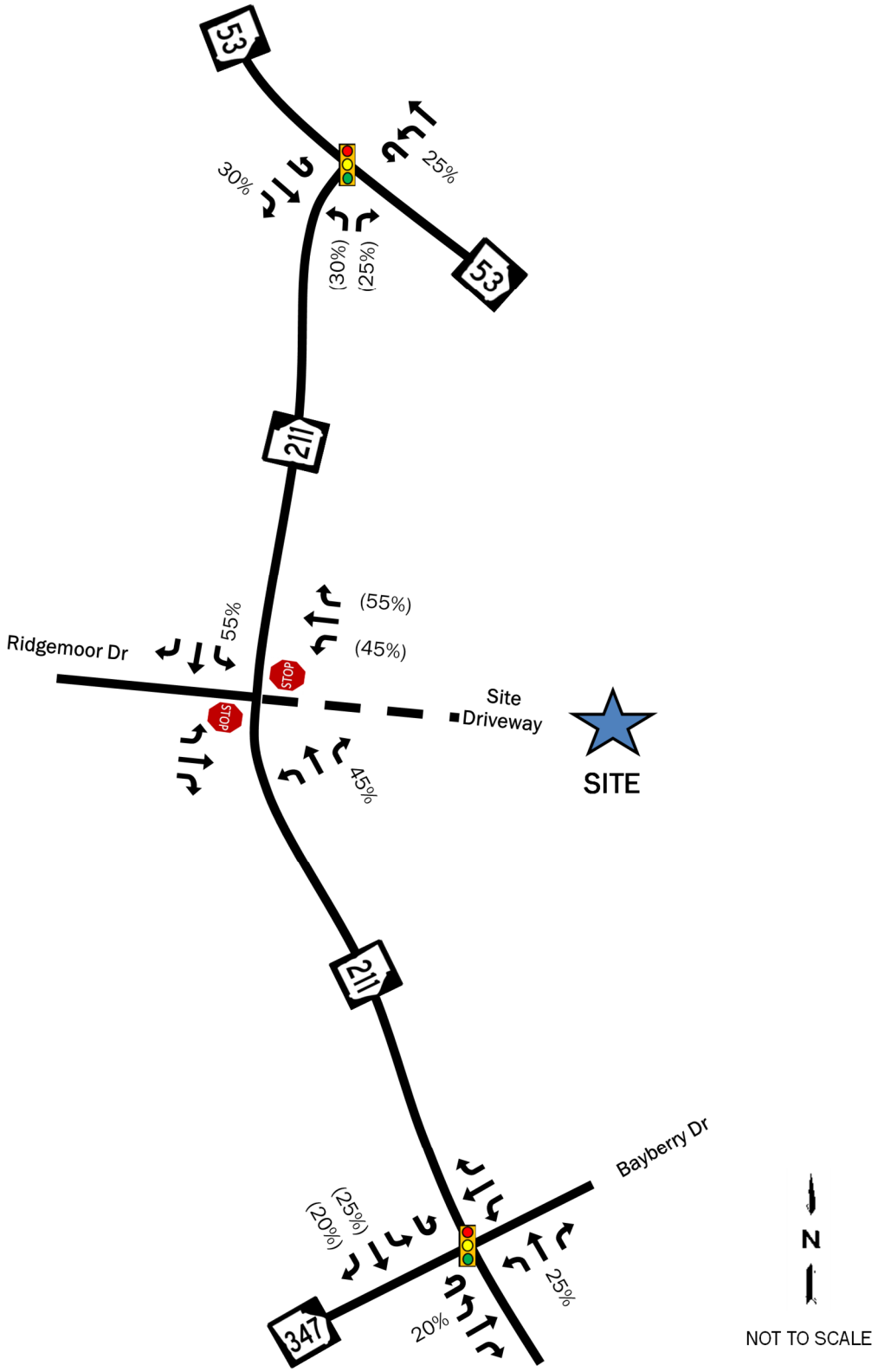


Figure 8: Truck Development Trips

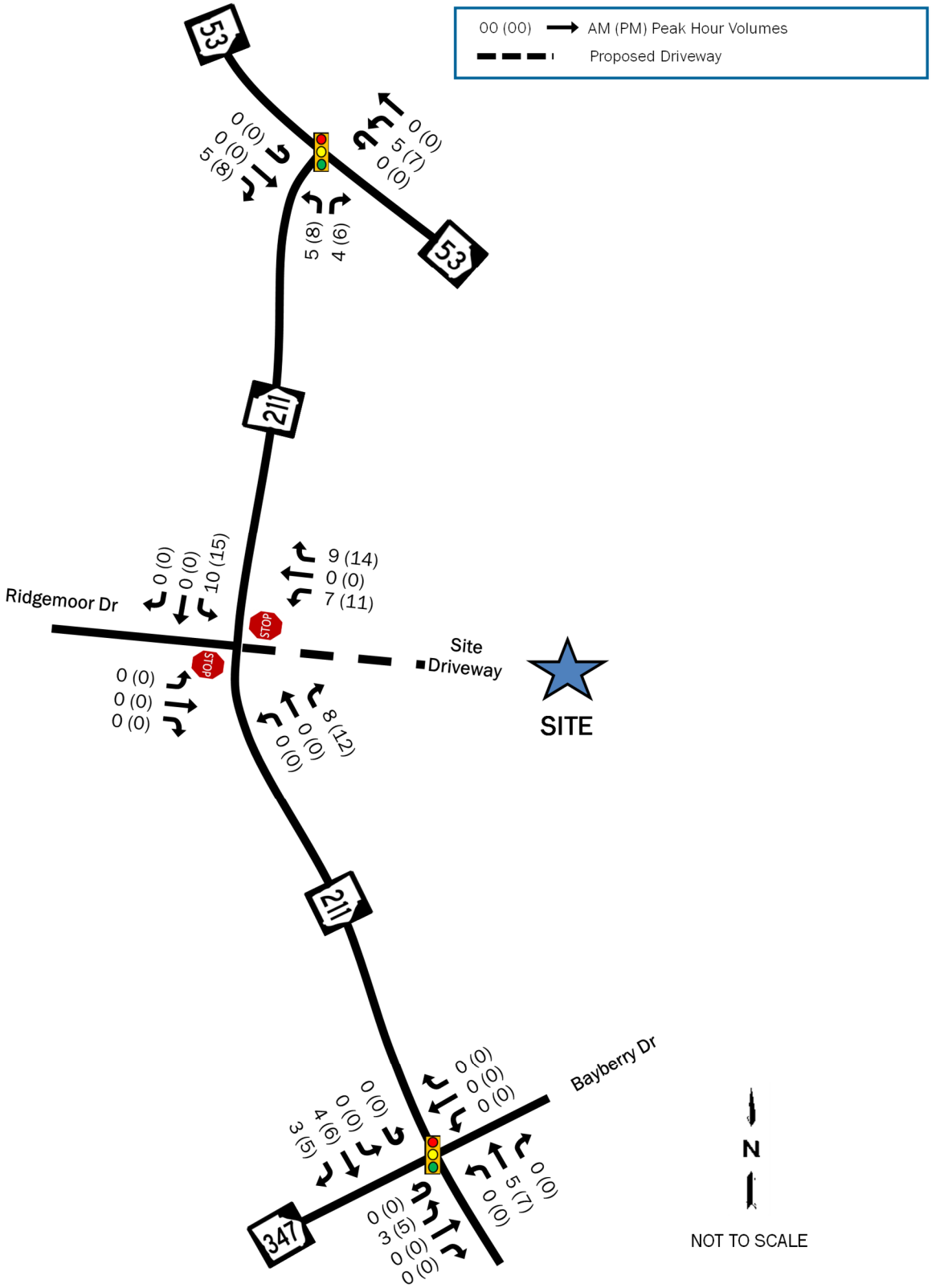


Figure 9: Total Development Trips

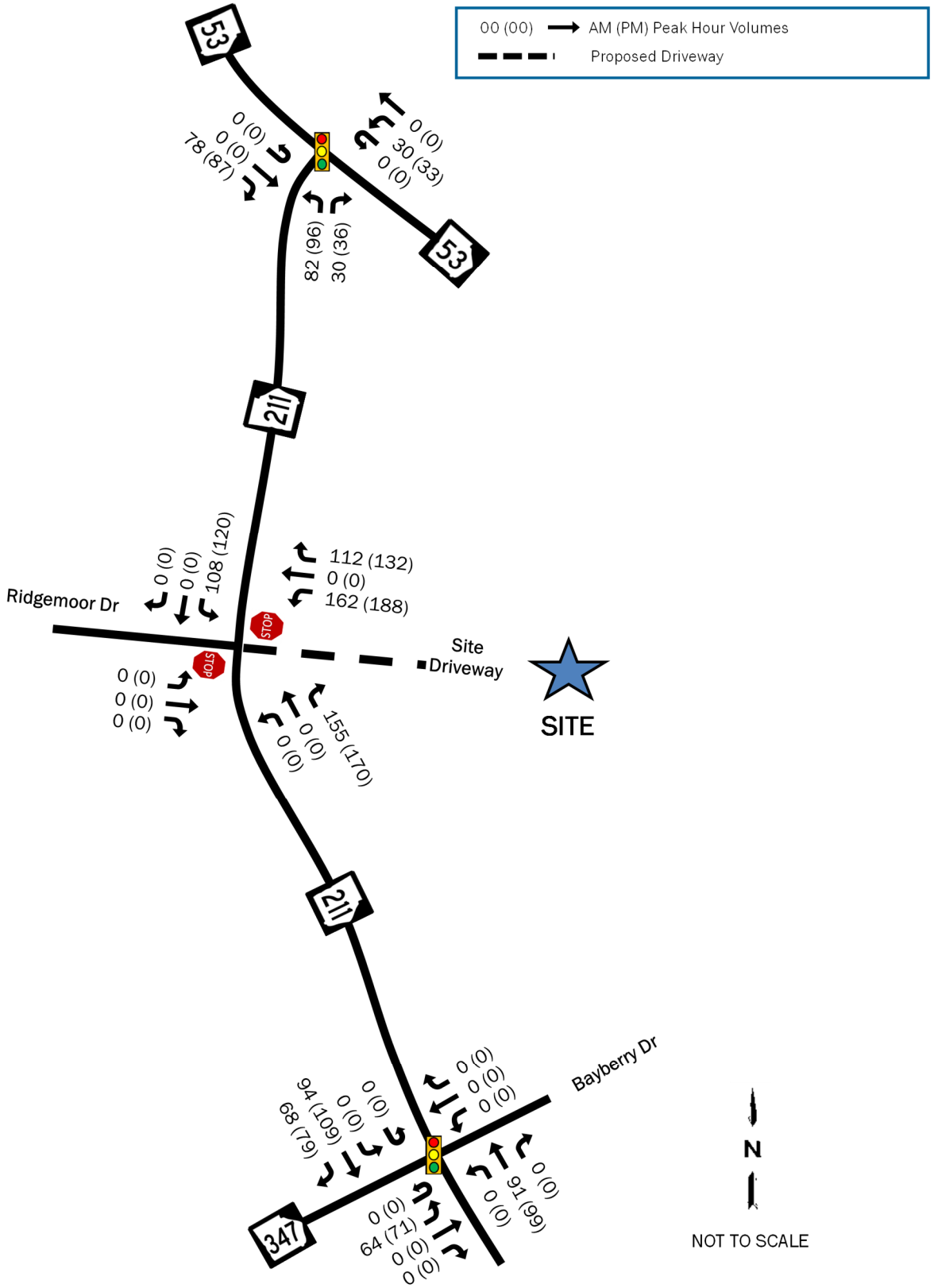
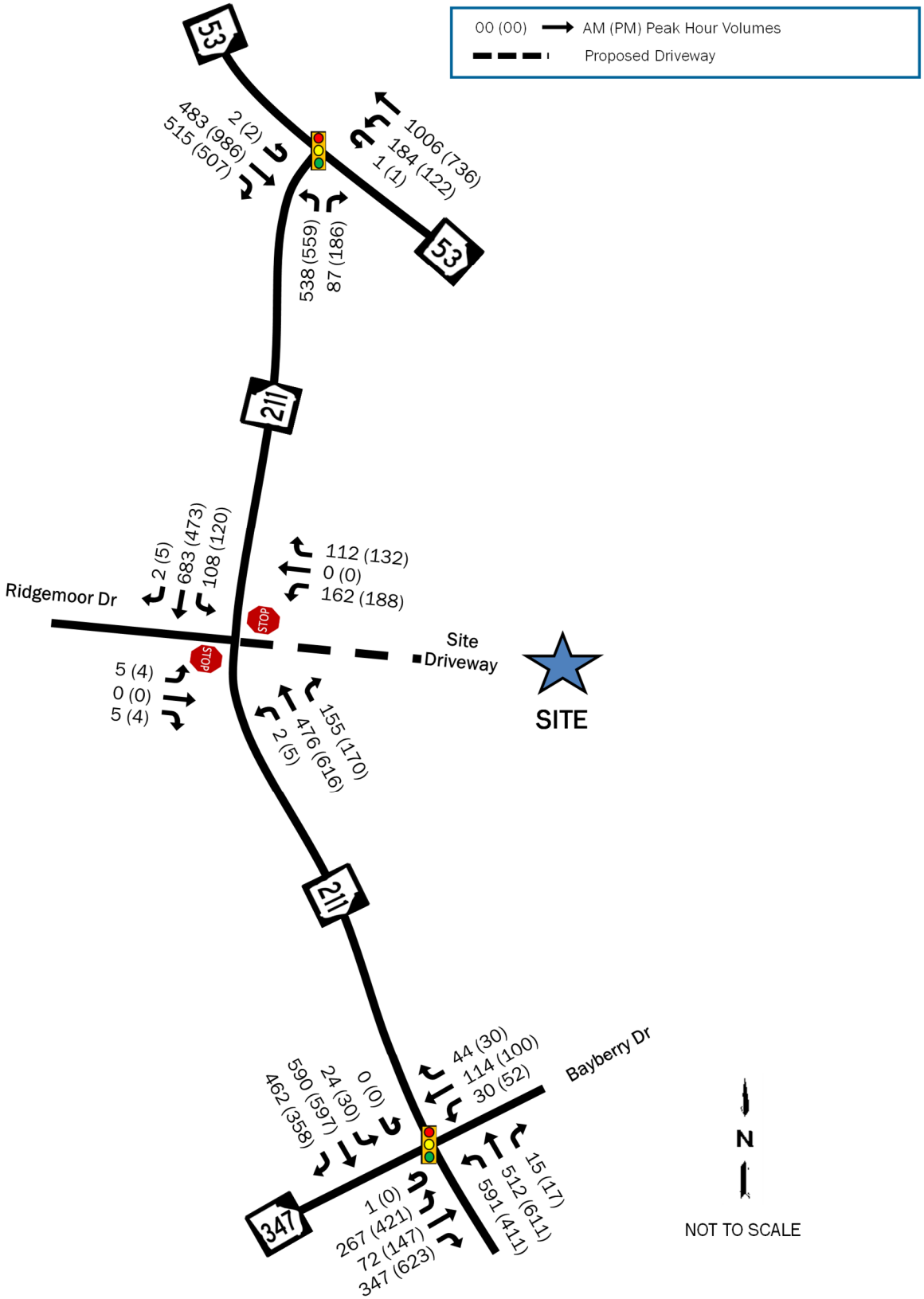


Figure 10: 2030 Build Traffic Volumes



D. Traffic Impact Analyses

The analysis in each of the scenarios for the study was performed using the traffic analysis software Synchro® 12. Average vehicular delays are calculated and reported as Levels of Service (LOS) as defined by the Highway Capacity Manual (HCM 7th Edition). HCM uses a grading system A through F, where A is the best (little to no delay), and F is the worst (very heavy delay). HCM Levels of Service (LOS) standards and Synchro® output reports are included in Appendix C. Singal timing for the intersections SR 211 with SR 53 and with SR 347 / Bayberry Drive were taken from GDOT's Automated Traffic Signal Performance Measures application. Printouts of the timings are included with the Synchro® output reports in Appendix C. Since HCM does not analyze U-turns at signalized intersections, all U-turns were included as left-turns. The eastbound approach at the intersection of SR 211 with SR 53 had few U-turns that could not be accounted for as the intersection is a T-intersection, but there is an exclusive storage lane for these U-turns and the delay to make the U-turn is negligible to the rest of the intersection.

D.1. 2025 Existing Conditions Analysis

The results of the 2025 Existing conditions capacity analysis are shown in Table 2 and include analysis of the traffic volumes presented in Figure 3.

Table 2: 2025 Existing Conditions Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	SR 211 & SR 347 / Bayberry Dr	Signal	**Overall**	**D**	**52.6**	**F**	**113.5**
			EB	E	71.0	F	192.5
			WB	F	90.6	F	135.7
			NB	D	42.5	D	45.6
			SB	D	37.4	D	38.6
2	SR 211 & SR 53	Signal	**Overall**	**A**	**8.9**	**A**	**9.3**
			EB	A	6.6	A	6.9
			WB	A	7.3	A	6.9
			NB	B	16.9	B	19.1
3	SR 211 & Ridgemoor Dr	Stop	EB	**C**	20.3	C	18.4
			NBL	A	8.9	A	8.3

As shown in Table 2, the intersection of SR 211 with SR 347 / Bayberry Drive currently experiences heavy delay along the two side-streets, especially during the PM peak period. Much of the delay is due to a high cycle length during the PM peak period of 160 seconds and very little time allocated to the side streets, despite having a high volume of traffic coming from SR 347.

D.2. 2030 No-Build Conditions Capacity Analysis

The results of the 2030 No-Build conditions capacity analysis are shown in Table 3 for the operation of the study intersections with the traffic volumes presented in Figure 4. The analysis for 2030 assumes the improvements to SR 211 will be in place.

Table 3: 2030 No-Build Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	SR 211 & SR 347 / Bayberry Dr	Signal	**Overall**	**D**	**39.8**	**D**	**37.0**
			EB	D	38.3	D	35.6
			WB	E	69.2	E	59.1
			NB	D	44.4	D	37.7
			SB	C	29.5	C	31.9
2	SR 211 & SR 53	Signal	**Overall**	**A**	**9.9**	**B**	**10.7**
			EB	A	7.0	A	7.3
			WB	A	7.8	A	7.5
			NB	C	20.3	C	24.1
3	SR 211 & Ridgemoor Dr	Stop	EB	**C**	23.8	C	21.3
			NBL	A	9.2	A	8.5

As shown in Table 3, the major improvements to SR 211 and the intersection of SR 211 with SR 347 / Bayberry Drive is expected to greatly improve traffic operations at the intersection. The Bayberry Drive approach may still experience slightly high delay due to timings needing to favor the other approaches, but queues for this approach are expected to stay low.

D.3. 2030 Build Conditions Capacity Analysis

The results of the 2030 Build conditions intersection capacity analysis are shown in Table 4 for No-Build plus project volumes as presented in Figure 10. As with the no-build analysis, the SR 211 widening is expected to be completed.

Table 4: 2030 Build Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	SR 211 & SR 347 / Bayberry Dr	Signal	**Overall**	**D**	**40.5**	**D**	**37.4**
			EB	D	38.8	D	35.9
			WB	E	69.6	E	59.1
			NB	D	42.6	D	36.7
			SB	D	34.2	C	34.9
2	SR 211 & SR 53	Signal	**Overall**	**B**	**12.1**	**B**	**13.4**
			EB	A	8.4	A	8.7
			WB	A	8.9	B	10.2
			NB	C	24.7	C	27.8
3	SR 211 & Site Driveway	Round-about	**Overall**	**A**	**7.1**	**A**	**8.0**
			EB	A	6.7	A	5.6
			WB	A	9.0	B	12.9
			NB	A	6.2	A	7.3
			SB	A	7.3	A	6.3

As shown in Table 4, the addition of traffic from the proposed mixed-use development is not expected to have a major impact on traffic operations at the nearby intersections. Delay is expected to increase slightly from the no-build volumes, but overall operations are expected to stay the same.

After conducting an Intersection Control Evaluation (See Section E.2) and weighing the industrial character of the site, the best intersection configuration for the proposed access is a multilane roundabout.

E. Site Driveway Evaluation

E.1. GDOT Turn-Lane Evaluations

The need for right and left-turn lanes at the proposed site driveway was analyzed using methodologies from GDOT. GDOT bases the warrants for turn lanes on the speed of the roadway, the average daily traffic along the roadway, and the number of lanes of the roadway. SR 211 is expected to be a four-lane divided roadway by the time the proposed site is completed. The speed limit of SR 211 is 45 MPH, and the average daily traffic is over 10,000 vehicles per day. Table 5 shows the results of the turn lane warrants for the two proposed driveways.

Table 5: GDOT Turn Lane Warrants

ID	Intersection	Movement / Turn Lane	Turn Volume	GDOT Criteria	GDOT Criteria met?
3	SR 211 & Ridgemoor Dr/ Site Driveway	SBL	1,608 LT/Day	250 LT/Day	YES
		NBR	2,237 RT/Day	75 RT/Day	YES
		NBL	58 LT/Day	250 LT/Day	No

As shown in Table 6, both a northbound right-turn deceleration lane and a southbound left-turn lane is warranted at the proposed site driveway. **It is noted that the turn lanes will only be applicable if a multilane roundabout is not constructed at the intersection.**

E.2. Driveway Intersection Control Evaluation (ICE) and Other Considerations

The site driveway was analyzed for different intersection types to decide what would be best for the intersection configuration. With the amount of traffic expected from the development, a signal is likely warranted at the proposed access point. A traffic signal ranked first in the ICE analysis; however, the signal is likely only warranted after the site reaches full-build out, so it would not be a likely option as the site is developed over time.

The second ranked option was an R-Cut which is consistent with the current concept for the SR 211 widening plans. While a R-Cut, could work at the site driveway, the site is expected to generate many large trucks throughout the day which would have to make a U-turn to head towards I-85, which could be dangerous and impeded traffic on SR 211.

A multilane roundabout ranked third in the evaluation but performed the best in terms of capacity, while allowing the safest access onto SR 211 for the larger vehicles; thus, a multilane roundabout is recommended at the site driveway. Additionally, it is recommended that the site driveway align with Ridgemoor Drive on the west side of SR 211 to prevent conflicting turns. Ridgemoor Drive is a small, dead-end road that provides access to about 37 single-family homes, so very little traffic is expected from that approach. The ICE worksheets are included in Appendix E.

F. Conclusions

A new mixed-use development is proposed for construction along the east side of SR 211 opposite Ridgemoor Drive. When completed, the development will consist of 1,719,640 square feet of warehousing, 350 townhomes, and 350 apartments. With limited frontage to SR 211, only one (1) access point is proposed onto the highway. The full-buildout of the site is expected by 2030.

Currently, SR 211 is a two-lane undivided roadway. The intersection of SR 211 with SR 347 experiences high delay during the PM peak period with signal timings favoring traffic along SR 211 despite there being several hundred vehicles approaching from SR 347 during that period. This delay is expected to be mitigated with two widening projects that are planned to be completed by the end of 2030. The widening projects will add multiple turn lanes to each approach at the intersection and additional northbound and southbound through lanes to improve traffic flow along SR 211.

The widening of SR 211 and updated signal timings will yield satisfactorily operations during both peak hours even with additional traffic growth in the area. The addition of traffic from the proposed mixed-use site is expected to increase delay only marginally at the two study intersections, allowing them to continue operating similarly to no-build conditions.

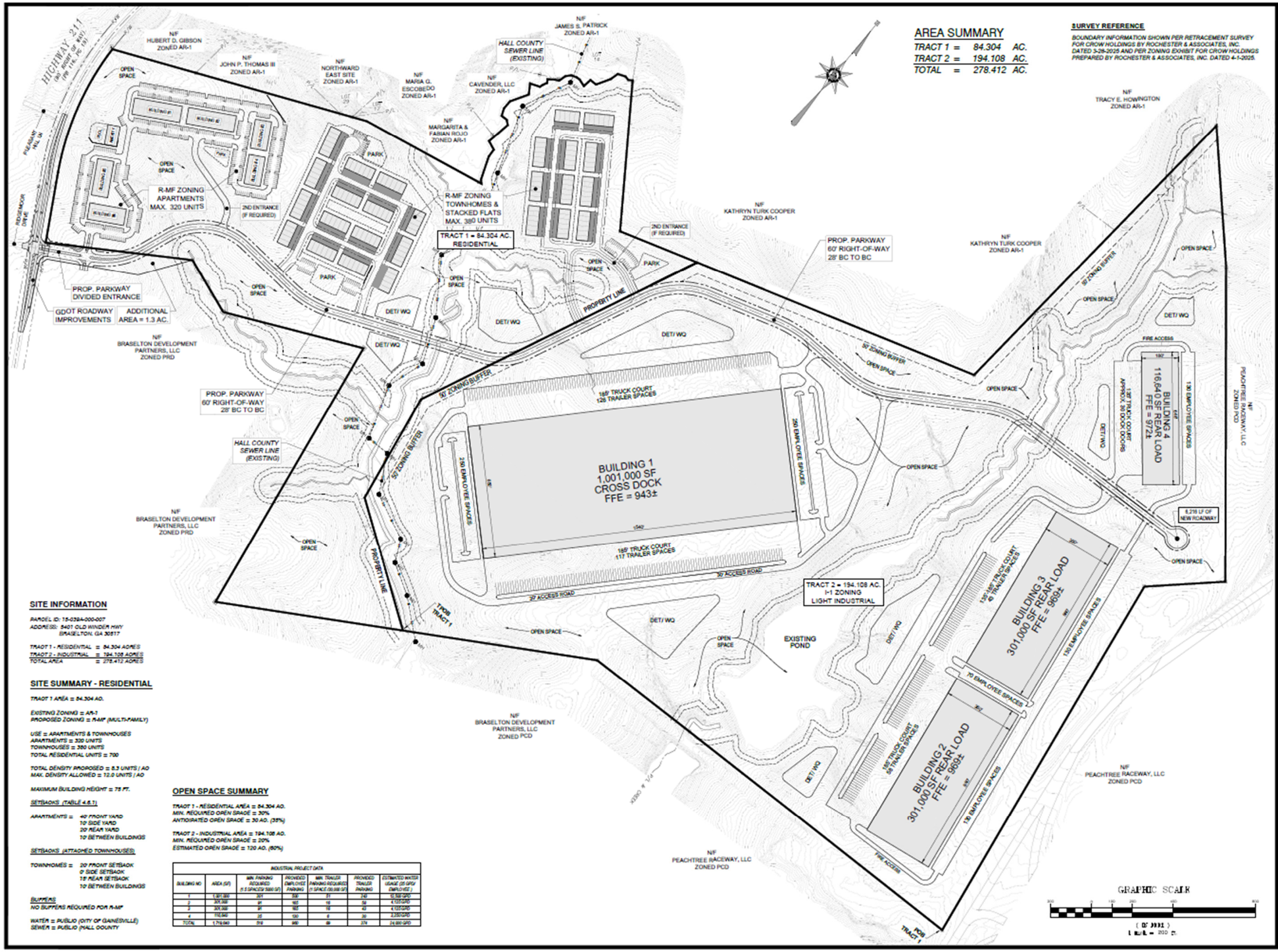
The concept for PI 0007233 (widening of SR 211 from SR 347 to SR 53) shows a network of R-Cuts for the SR 211 corridor between SR 53 and Union Church Road. While the proposed site access would operate satisfactorily as an R-Cut, the addition of 936 heavy trucks per day to the highway from the development present a safety concern for slow-moving, U-turning trucks movement bound for I-85 along SR 211. Instead, a multilane roundabout would operate better at the proposed driveway allowing the large vehicles to safely exit the site while maintaining traffic flow along the highway. Since the widening project is still several years away, the multi-lane roundabout could be initially constructed as a single-lane roundabout until the GDOT project is completed.

Other than improvements at the proposed access to SR 211, no changes to the surrounding intersections are necessary to mitigate the impact of the proposed development.

APPENDIX A:

DEVELOPMENT

CONCEPT PLAN



SITE INFORMATION

PARCEL ID: 15-039A-000-007
ADDRESS: 5401 OLD WINDER HWY
BRASELTON, GA 30517

TRACT 1 - RESIDENTIAL = 84.304 ACRES
TRACT 2 - INDUSTRIAL = 194.108 ACRES
TOTAL AREA = 278.412 ACRES

SITE SUMMARY - RESIDENTIAL

TRACT 1 AREA = 84.304 AC.

EXISTING ZONING = AR-1
PROPOSED ZONING = R-MF (MULTI-FAMILY)

USE = APARTMENTS & TOWNHOUSES
APARTMENTS = 320 UNITS
TOWNHOUSES = 380 UNITS
TOTAL RESIDENTIAL UNITS = 700

TOTAL DENSITY PROPOSED = 8.3 UNITS / AC
MAX. DENSITY ALLOWED = 12.0 UNITS / AC

MAXIMUM BUILDING HEIGHT = 75 FT.

SETBACKS (TABLE 4.6.1)

APARTMENTS = 40' FRONT YARD
10' SIDE YARD
20' REAR YARD
10' BETWEEN BUILDINGS

SETBACKS (ATTACHED TOWNHOUSES)

TOWNHOMES = 20' FRONT SETBACK
0' SIDE SETBACK
15' REAR SETBACK
10' BETWEEN BUILDINGS

BUFFERS
NO BUFFERS REQUIRED FOR R-MF

WATER = PUBLIC (CITY OF GAINESVILLE)
SEWER = PUBLIC (HALL COUNTY

OPEN SPACE SUMMARY

TRACT 1 - RESIDENTIAL AREA = 84.304 AC.
MIN. REQUIRED OPEN SPACE = 30%
ANTICIPATED OPEN SPACE = 30 AC. (35%)

TRACT 2 - INDUSTRIAL AREA = 194.108 AC.
MIN. REQUIRED OPEN SPACE = 20%
ESTIMATED OPEN SPACE = 120 AC. (60%)

INDUSTRIAL PROJECT DATA

BUILDING NO	AREA (SF)	MIN. PARKING REQUIRED (1.5 SPACES/ 1000 SF)	PROVIDED EMPLOYEE PARKING	MIN. TRAILER PARKING REQUIRED (1 SPACE /10,000 SF)	PROVIDED TRAILER PARKING	ESTIMATED WATER USAGE (25 GPD/ EMPLOYEE)
1	1,001,000	501	536	51	140	10,700 GPD
2	301,000	91	165	15	58	4,125 GPD
3	301,000	91	165	15	43	4,125 GPD
4	116,640	35	135	6	30	3,375 GPD
TOTAL	1,719,640	518	969	89	374	24,950 GPD

REED
PLANNING & DESIGN
100 Old Dawson Village Rd
Suite 110
Dawsonville, GA 30534
Phone: 706-531-8428

(C) 2025
REED PLANNING & DESIGN, INC.
ALL RIGHTS RESERVED

STAMP

GSWCC LEVEL 2
CERTIFIED DESIGN
PROFESSIONAL
CERTIFICATION NO. 1639
EXPIRES 10/27/2026

K2P, LLC
MIXED USE DEVELOPMENT
5401 OLD WINDER HWY.

PARCEL	15-039A-000007
LAND LOT	-
DISTRICT	GMD-392
CITY	-
COUNTY	HALL
STATE	GEORGIA

REZONING
PLAN

JOB NUMBER	DATE
25101	3-20-2025

DATE	NO	REVISION
4-30-2025	1	UPDATED LAYOUTS
5-30-2025	2	REVISE ENTRANCE

C-1.0

APPENDIX B:

TRAFFIC COUNTS

& GROWTH RATE

DEVELOPMENT WORSHEET

Prepared by National Data & Surveying Services

SR 211 & Friendship Rd/Bayberry Dr/SR 347

Peak Hour Turning Movement Count

ID: 25-180066-001
City: Braselton

Day: Tuesday
Date: 3/25/2025

PEAK HOURS	COUNT PERIODS
07:30 AM - 08:30 AM	7:00 AM - 09:00 AM
NONE	NONE
04:00 PM - 05:00 PM	4:00 PM - 06:00 PM

CONTROL: Signalized

	2444	0	2702
TEV	AM	NOON	PM
PHF	0.98		0.97

SR 211 — SOUTHBOUND

AM	350	441	21	0	593	AM
NOON	0	0	0	0	0	NOON
PM	248	434	27	0	793	PM

EASTBOUND — Friendship Rd/Bayberry Dr/SR 347

AM	NOON	PM		
977	0	702		
1	0	0	0	
180	0	311	1	
64	0	131	1	
308	0	554	1	
AM	NOON	PM		

WESTBOUND — Friendship Rd/Bayberry Dr/SR 347

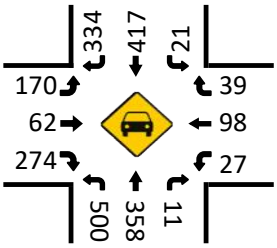
PM	NOON	AM	
27	0	39	0
89	0	101	1
46	0	27	1
0	0	0	0
173	0	98	
PM	NOON	AM	

SR 211 — NORTHBOUND

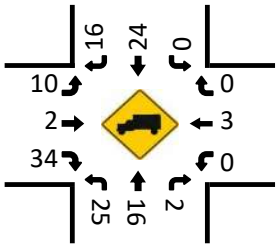
PM	1034	0	365	455	15	PM
NOON	0	0	0	0	0	NOON
AM	776	0	525	374	13	AM

0 2 1 0

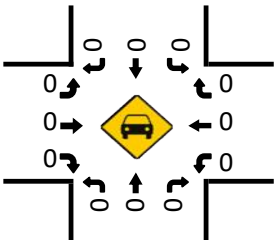
Cars (AM)



HT (AM)



Cars (NOON)



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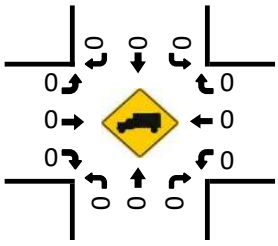
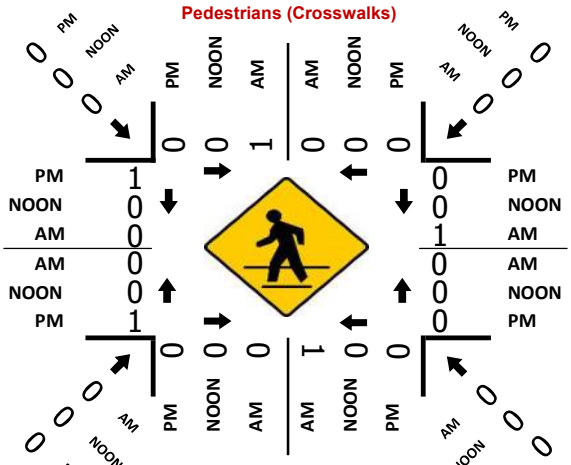
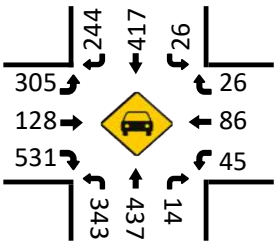


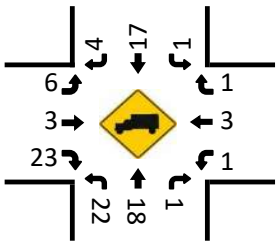
Pedestrians (Crosswalks)



Cars (PM)



HT (PM)



Prepared by National Data & Surveying Services

SR 211 & SR 53/SR 211

Peak Hour Turning Movement Count

ID: 25-180066-002
City: Braselton

Day: Tuesday
Date: 3/25/2025

PEAK HOURS	COUNT PERIODS
07:00 AM - 08:00 AM	7:00 AM - 09:00 AM
NONE	NONE
04:30 PM - 05:30 PM	4:00 PM - 06:00 PM

CONTROL: Signalized

	AM	NOON	PM
TEV	2307	0	2529
PHF	0.92		0.97

SR 211 — SOUTHBOUND

AM	0	0	0	0	0	AM
NOON	0	0	0	0	0	NOON
PM	0	0	0	0	0	PM

SR 53/SR 211 — EASTBOUND

AM	NOON	PM	
1301	0	1067	⇦
2	0	2	↰ 1
0	0	0	↱ 0
429	0	876	→ 2
388	0	373	↘ 1
AM	NOON	PM	

SR 53/SR 211 — WESTBOUND

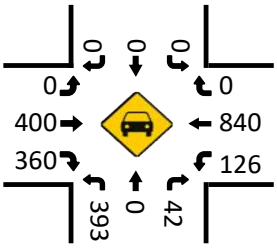
PM	NOON	AM	
0	0	0	↰ 0
654	0	894	← 2
79	0	137	↙ 1
1	0	1	↳ 0
1010	0	481	⇨
PM	NOON	AM	

SR 211 — NORTHBOUND

PM	452	0	411	0	133	PM
NOON	0	0	0	0	0	NOON
AM	525	0	405	0	51	AM

0 2 0 1

Cars (AM)



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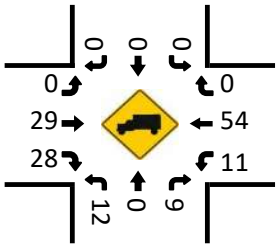
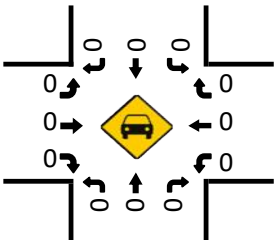
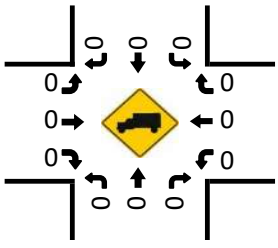


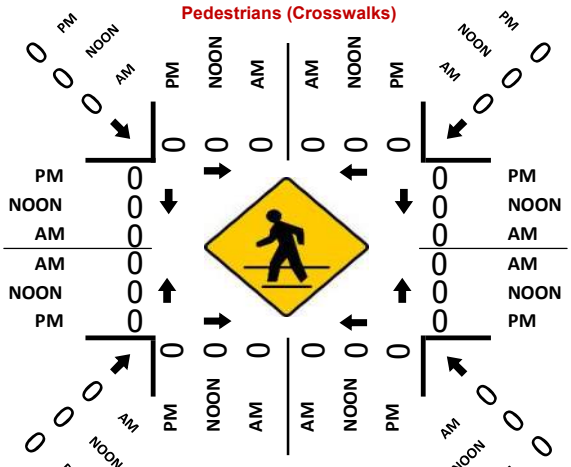
Cars (NOON)



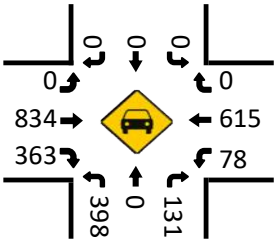
HT (NOON)



Pedestrians (Crosswalks)



Cars (PM)



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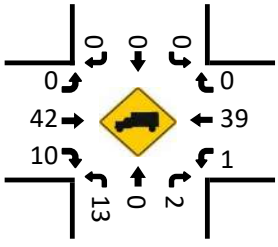


Prepared by National Data & Surveying Services

VOLUME

SR 211 Bet Ridgemoor Dr & Pleasant Hill Ln

Day: Tuesday
Date: 3/25/2025

City: Braselton
Project #: 25_180067_001

DAILY TOTALS	NB	SB	EB	WB	Total
	6,114	6,253	0	0	12,367

DAILY TOTALS

15-Minutes Interval

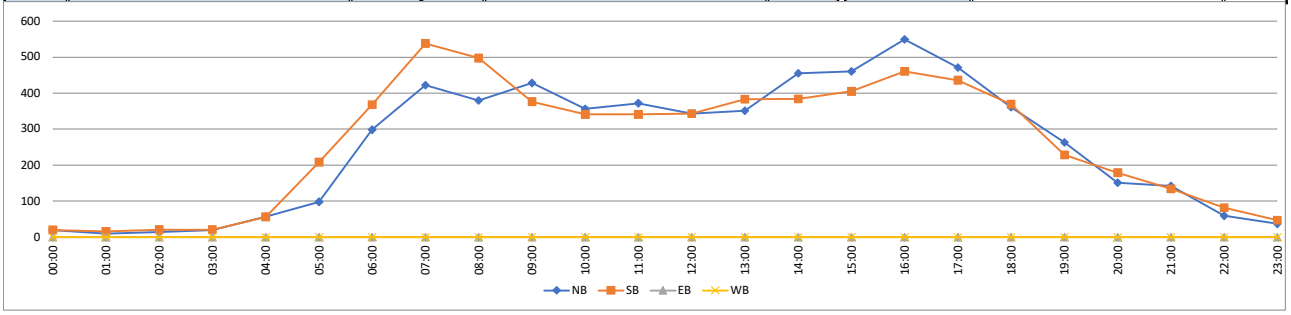
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00	10	3			13	12:00	111	83			194
0:15	3	7			10	12:15	85	78			163
0:30	4	3			7	12:30	75	100			175
0:45	2	7			9	12:45	72	82			154
1:00	4	4			8	13:00	86	92			178
1:15	1	3			4	13:15	86	107			193
1:30	2	7			9	13:30	96	84			180
1:45	3	2			5	13:45	83	100			183
2:00	3	4			7	14:00	93	101			194
2:15	2	2			4	14:15	117	98			215
2:30	5	3			8	14:30	122	80			202
2:45	4	12			16	14:45	123	105			228
3:00	4	6			10	15:00	97	82			179
3:15	3	2			5	15:15	117	91			208
3:30	7	8			15	15:30	132	107			239
3:45	5	5			10	15:45	114	125			239
4:00	10	8			18	16:00	127	127			254
4:15	10	7			17	16:15	126	129			255
4:30	19	13			32	16:30	155	92			247
4:45	18	28			46	16:45	141	112			253
5:00	14	25			39	17:00	138	91			229
5:15	24	42			66	17:15	114	125			239
5:30	27	60			87	17:30	113	102			215
5:45	33	81			114	17:45	106	118			224
6:00	57	56			113	18:00	112	94			206
6:15	58	108			166	18:15	86	97			183
6:30	90	112			202	18:30	86	93			179
6:45	93	92			185	18:45	77	85			162
7:00	93	104			197	19:00	69	65			134
7:15	111	112			223	19:15	65	52			117
7:30	117	164			281	19:30	70	50			120
7:45	101	158			259	19:45	59	61			120
8:00	85	152			237	20:00	38	47			85
8:15	96	128			224	20:15	42	50			92
8:30	98	115			213	20:30	36	41			77
8:45	100	102			202	20:45	35	41			76
9:00	117	91			208	21:00	46	36			82
9:15	126	98			224	21:15	38	33			71
9:30	103	104			207	21:30	36	40			76
9:45	82	83			165	21:45	22	25			47
10:00	66	88			154	22:00	16	23			39
10:15	99	82			181	22:15	15	18			33
10:30	98	83			181	22:30	16	30			46
10:45	93	88			181	22:45	12	11			23
11:00	83	81			164	23:00	12	11			23
11:15	96	85			181	23:15	7	18			25
11:30	88	86			174	23:30	11	10			21
11:45	105	89			194	23:45	7	8			15
TOTALS	2472	2803	0	0	5275	TOTALS	3642	3450	0	0	7092
SPLIT %	47%	53%	0%	0%	43%	SPLIT %	51%	49%	0%	0%	57%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00	19	20			39
01:00	02:00	10	16			26
02:00	03:00	14	21			35
03:00	04:00	19	21			40
04:00	05:00	57	56			113
05:00	06:00	98	208			306
06:00	07:00	298	368			666
07:00	08:00	422	538			960
08:00	09:00	379	497			876
09:00	10:00	428	376			804
10:00	11:00	356	341			697
11:00	12:00	372	341			713
12:00	13:00	343	343			686
13:00	14:00	351	383			734
14:00	15:00	455	384			839
15:00	16:00	460	405			865
16:00	17:00	549	460			1009
17:00	18:00	471	436			907
18:00	19:00	361	369			730
19:00	20:00	263	228			491
20:00	21:00	151	179			330
21:00	22:00	142	134			276
22:00	23:00	59	82			141
23:00	00:00	37	47			84

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume	2472	2803			5275
Peak Hour	8:45	7:30			7:30
Peak Volume	446	602			1001
Peak Hour Factor	0.885	0.918			0.891
Peak Period	12:00	to	00:00		
Volume	3642	3450			7092
Peak Hour	16:15	15:30			16:00
Peak Volume	560	488			1009
Peak Hour Factor	0.903	0.946			0.989
Peak Period	07:00	to	09:00		
Volume	801	1035			1836
Peak Hour	7:00	7:30			7:30
Peak Volume	422	602			1001
Peak Hour Factor	0.902	0.918			0.891
Peak Period	16:00	to	18:00		
Volume	1020	896			1916
Peak Hour	16:15	16:00			16:00
Peak Volume	560	460			1009
Peak Hour Factor	0.903	0.891			0.989



Prepared by National Data & Surveying Services

VOLUME

SR 211 Bet Ridgemoor Dr & Pleasant Hill Ln

Day: Wednesday
Date: 3/26/2025

City: Braselton
Project #: 25_180067_001

DAILY TOTALS	NB	SB	EB	WB	Total
	6,171	6,344	0	0	12,515

DAILY TOTALS

15-Minutes Interval

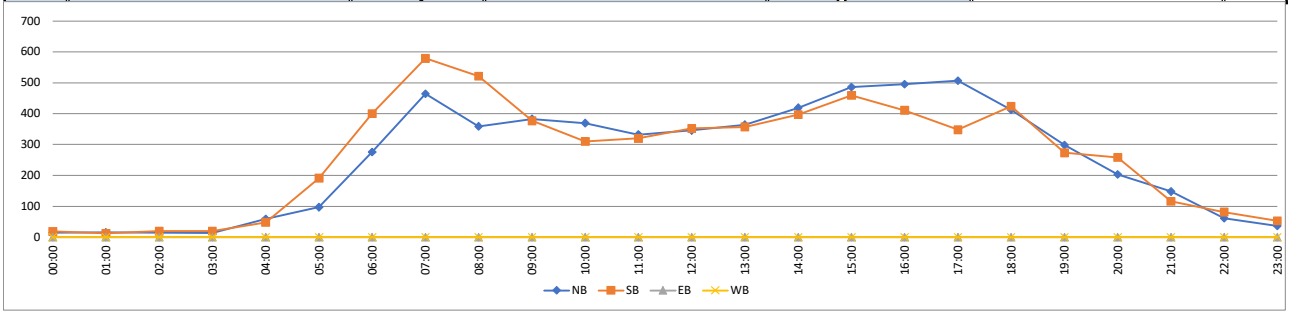
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00	5	5			10	12:00	80	78			158
0:15	4	6			10	12:15	83	79			162
0:30	4	3			7	12:30	100	95			195
0:45	1	4			5	12:45	83	100			183
1:00	5	4			9	13:00	83	76			159
1:15	5	3			8	13:15	104	89			193
1:30	4	1			5	13:30	95	94			189
1:45	1	4			5	13:45	82	98			180
2:00	4	6			10	14:00	88	97			185
2:15	5	2			7	14:15	112	101			213
2:30	2	3			5	14:30	123	96			219
2:45	3	8			11	14:45	96	103			199
3:00	3	4			7	15:00	123	100			223
3:15	1	4			5	15:15	109	104			213
3:30	3	6			9	15:30	126	102			228
3:45	6	6			12	15:45	128	153			281
4:00	10	8			18	16:00	115	94			209
4:15	7	9			16	16:15	115	103			218
4:30	24	13			37	16:30	131	124			255
4:45	18	18			36	16:45	134	90			224
5:00	16	28			44	17:00	151	98			249
5:15	20	33			53	17:15	135	88			223
5:30	38	56			94	17:30	125	90			215
5:45	23	74			97	17:45	96	72			168
6:00	45	74			119	18:00	122	117			239
6:15	72	109			181	18:15	98	118			216
6:30	68	111			179	18:30	99	109			208
6:45	91	106			197	18:45	94	80			174
7:00	106	112			218	19:00	97	68			165
7:15	106	138			244	19:15	74	75			149
7:30	139	157			296	19:30	63	59			122
7:45	113	172			285	19:45	64	71			135
8:00	73	160			233	20:00	54	45			99
8:15	84	123			207	20:15	59	90			149
8:30	111	112			223	20:30	39	62			101
8:45	91	126			217	20:45	51	61			112
9:00	88	83			171	21:00	45	29			74
9:15	104	102			206	21:15	35	37			72
9:30	100	91			191	21:30	42	24			66
9:45	91	101			192	21:45	26	26			52
10:00	108	86			194	22:00	20	21			41
10:15	87	72			159	22:15	13	25			38
10:30	96	84			180	22:30	18	17			35
10:45	78	68			146	22:45	10	18			28
11:00	86	78			164	23:00	10	13			23
11:15	78	85			163	23:15	4	21			25
11:30	86	71			157	23:30	15	7			22
11:45	82	86			168	23:45	7	12			19
TOTALS	2395	2815	0	0	5210	TOTALS	3776	3529	0	0	7305
SPLIT %	46%	54%	0%	0%	42%	SPLIT %	52%	48%	0%	0%	58%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00	14	18			32
01:00	02:00	15	12			27
02:00	03:00	14	19			33
03:00	04:00	13	20			33
04:00	05:00	59	48			107
05:00	06:00	97	191			288
06:00	07:00	276	400			676
07:00	08:00	464	579			1043
08:00	09:00	359	521			880
09:00	10:00	383	377			760
10:00	11:00	369	310			679
11:00	12:00	332	320			652
12:00	13:00	346	352			698
13:00	14:00	364	357			721
14:00	15:00	419	397			816
15:00	16:00	486	459			945
16:00	17:00	495	411			906
17:00	18:00	507	348			855
18:00	19:00	413	424			837
19:00	20:00	298	273			571
20:00	21:00	203	258			461
21:00	22:00	148	116			264
22:00	23:00	61	81			142
23:00	00:00	36	53			89

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume	2395	2815			5210
Peak Hour	7:00	7:15			7:15
Peak Volume	464	627			1058
Peak Hour Factor	0.835	0.911			0.894
Peak Period	12:00	to	00:00		
Volume	3776	3529			7305
Peak Hour	16:30	15:45			15:45
Peak Volume	551	474			963
Peak Hour Factor	0.912	0.775			0.857
Peak Period	07:00	to	09:00		
Volume	823	1100			1923
Peak Hour	7:00	7:15			7:15
Peak Volume	464	627			1058
Peak Hour Factor	0.835	0.911			0.894
Peak Period	16:00	to	18:00		
Volume	1002	759			1761
Peak Hour	16:30	16:15			16:30
Peak Volume	551	415			951
Peak Hour Factor	0.912	0.837			0.932



Prepared by National Data & Surveying Services

VOLUME

SR 211 Bet Ridgemoor Dr & Pleasant Hill Ln

Day: Tuesday
Date: 3/25/2025

City: Braselton
Project #: 25_180067_001

DAILY TOTALS	NB	SB	EB	WB	Total
	6,166	6,318	0	0	12,484

DAILY TOTALS

15-Minutes Interval

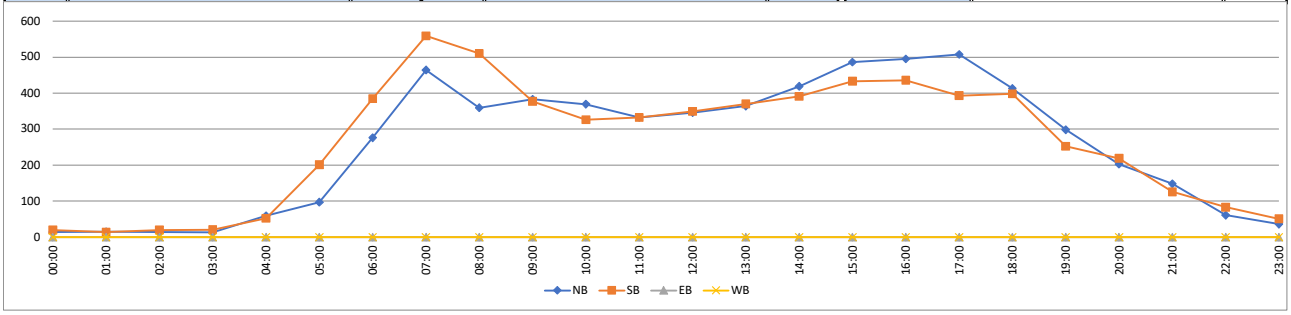
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00	8	4			12	12:00	96	81			177
0:15	4	7			11	12:15	84	79			163
0:30	4	3			7	12:30	88	98			186
0:45	2	6			8	12:45	78	91			169
1:00	5	4			9	13:00	85	84			169
1:15	3	3			6	13:15	95	98			193
1:30	3	4			7	13:30	96	89			185
1:45	2	3			5	13:45	83	99			182
2:00	4	5			9	14:00	91	99			190
2:15	4	2			6	14:15	115	100			215
2:30	4	3			7	14:30	123	88			211
2:45	4	10			14	14:45	110	104			214
3:00	4	5			9	15:00	110	91			201
3:15	2	3			5	15:15	113	98			211
3:30	5	7			12	15:30	129	105			234
3:45	6	6			12	15:45	121	139			260
4:00	10	8			18	16:00	121	111			232
4:15	9	8			17	16:15	121	116			237
4:30	22	13			35	16:30	143	108			251
4:45	18	23			41	16:45	138	101			239
5:00	15	27			42	17:00	145	95			240
5:15	22	38			60	17:15	125	107			232
5:30	33	58			91	17:30	119	96			215
5:45	28	78			106	17:45	101	95			196
6:00	51	65			116	18:00	117	106			223
6:15	65	109			174	18:15	92	108			200
6:30	79	112			191	18:30	93	101			194
6:45	92	99			191	18:45	86	83			169
7:00	100	108			208	19:00	83	67			150
7:15	109	125			234	19:15	70	64			134
7:30	128	161			289	19:30	67	55			122
7:45	107	165			272	19:45	62	66			128
8:00	79	156			235	20:00	46	46			92
8:15	90	126			216	20:15	51	70			121
8:30	105	114			219	20:30	38	52			90
8:45	96	114			210	20:45	43	51			94
9:00	103	87			190	21:00	46	33			79
9:15	115	100			215	21:15	37	35			72
9:30	102	98			200	21:30	39	32			71
9:45	87	92			179	21:45	24	26			50
10:00	87	87			174	22:00	18	22			40
10:15	93	77			170	22:15	14	22			36
10:30	97	84			181	22:30	17	24			41
10:45	86	78			164	22:45	11	15			26
11:00	85	80			165	23:00	11	12			23
11:15	87	85			172	23:15	6	20			26
11:30	87	79			166	23:30	13	9			22
11:45	94	88			182	23:45	7	10			17
TOTALS	2445	2817	0	0	5262	TOTALS	3721	3501	0	0	7222
SPLIT %	46%	54%	0%	0%	42%	SPLIT %	52%	48%	0%	0%	58%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00	18	20			38
01:00	02:00	13	14			27
02:00	03:00	16	20			36
03:00	04:00	17	21			38
04:00	05:00	59	52			111
05:00	06:00	98	201			299
06:00	07:00	287	385			672
07:00	08:00	444	559			1003
08:00	09:00	370	510			880
09:00	10:00	407	377			784
10:00	11:00	363	326			689
11:00	12:00	353	332			685
12:00	13:00	346	349			695
13:00	14:00	359	370			729
14:00	15:00	439	391			830
15:00	16:00	473	433			906
16:00	17:00	523	436			959
17:00	18:00	490	393			883
18:00	19:00	388	398			786
19:00	20:00	282	252			534
20:00	21:00	178	219			397
21:00	22:00	146	126			272
22:00	23:00	60	83			143
23:00	00:00	37	51			88

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume	2445	2817			5262
Peak Hour	7:00	7:30			7:15
Peak Volume	444	608			1030
Peak Hour Factor	0.867	0.921			0.891
Peak Period	12:00	to	00:00		
Volume	3721	3501			7222
Peak Hour	16:30	15:45			15:45
Peak Volume	551	474			980
Peak Hour Factor	0.950	0.853			0.942
Peak Period	07:00	to	09:00		
Volume	814	1069			1883
Peak Hour	7:00	7:30			7:15
Peak Volume	444	608			1030
Peak Hour Factor	0.867	0.921			0.891
Peak Period	16:00	to	18:00		
Volume	1013	829			1842
Peak Hour	16:30	16:00			16:15
Peak Volume	551	436			967
Peak Hour Factor	0.950	0.940			0.963



0000139_0292 - 139-0292

- SRT 021100 R
County: Hall
Route number: 00005300
LRS section: 1391005300
Functional class: 4U - Minor Arterial (Urban)
Coordinates: 34.1665067600397,

Site Data

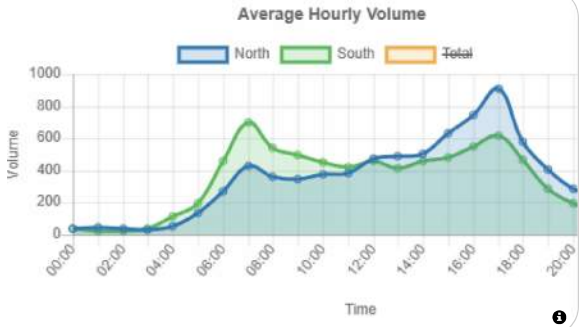


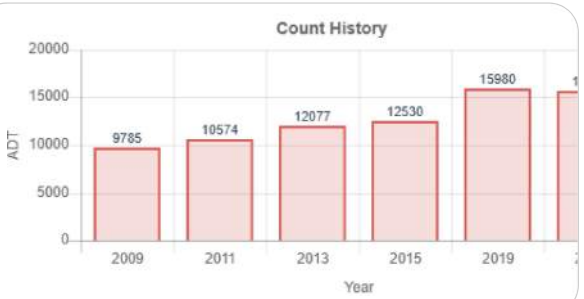
Count History

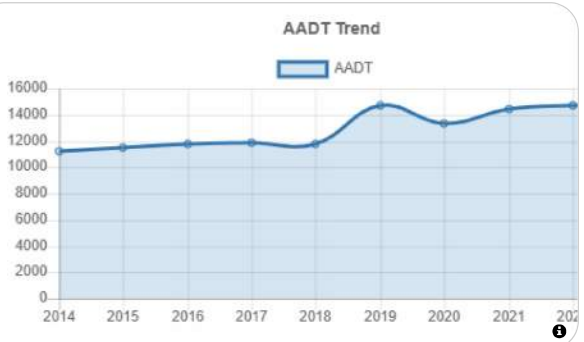
Year	Month	Count type	Duration	Count	ADT
2021	June	Class	48 hours	31,364	15,68
2019	August	Class	48 hours	31,959	15,98
2015	June	Class	48 hours	25,060	12,53
2013	June	Volume	48 hours	24,154	12,07
2011	September	Class	48 hours	21,149	10,57
2009	February	Class	48 hours	19,570	9,78

Annual Statistics

Data Item	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Statistics type	-	Actual	Estimated	Estimated	Estimated	Actual	Estimated	Actual	Estimated	**Estim**
AADT	11,200	11,500	11,800	11,900	11,800	14,700	13,300	14,400	14,700	**14,80**
K-Factor	0.090	0.112	0.112	-	-	0.110	0.110	0.114	0.114	**0.114**
D-Factor	0.600	0.600	0.600	-	-	0.620	0.620	0.590	0.590	**0.590**
Future AADT	-	-	13,700	15,300	20,000	23,200	23,200	23,700	23,500	**24,20**







Vehicle Classification 2021

1. Motorcycles 2 axles, 2 or 3 wheels.	**0.37%**
2. Passenger cars 2 axles. Can have 1- or 2-axle trailers.	**63.18%**
3. Pickups, panels, vans 2-axle, 4-tire single units. Can have 1- or 2-axle trailers.	**25.55%**
4. Buses 2- or 3-axle, full length.	**0.53%**
5. Single-unit trucks 2-axle, 6-tire, (dual rear tires), single-unit trucks.	**4.61%**
6. Single-unit trucks 3-axle, single-unit trucks.	**1.22%**
7. Single-unit trucks 4 or more axle, single-unit trucks.	**0.04%**
8. Single-trailer trucks 3- or 4-axle, single-trailer trucks.	**1.42%**
9. Single-trailer trucks 5-axle, single-trailer trucks.	**2.89%**
10. Single-trailer trucks 6 or more axle, single-trailer trucks.	**0.11%**
11. Multi-trailer trucks 5 or less axle, multi-trailer trucks.	**0.02%**
12. Multi-trailer trucks 6-axle, multi-trailer trucks.	**0.02%**
13. Multi-trailer trucks 7 or more axle, multi-trailer trucks.	**0.03%**

0000139_0545 - 139-0545

- CRT 130000 L
County: Hall
Route number: 00021100
LRS section: 1391021100
Functional class: 4U - Minor Arterial (Urban)
Coordinates: 34.13548897, -83.83359503

Site Data

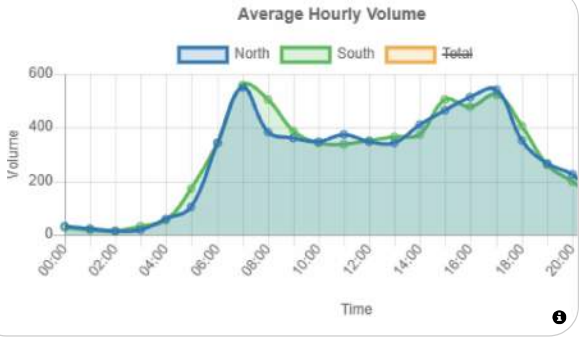


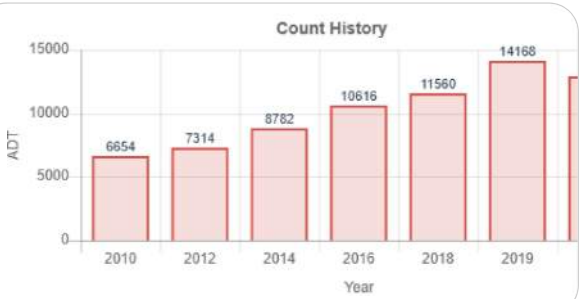
Count History

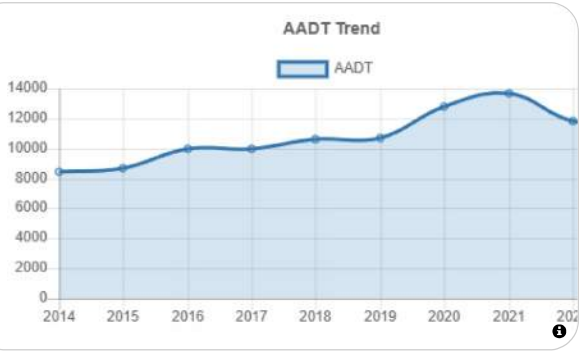
Year	Month	Count type	Duration	Count	ADT
2022	August	Class	48 hours	25,732	12,86
2019	December	Class	48 hours	28,337	14,16
2018	September	Class	48 hours	23,119	11,56
2016	July	Class	48 hours	21,231	10,61
2014	April	Volume	48 hours	17,564	8,782
2012	January	Volume	48 hours	14,627	7,314
2010	January	Class	48 hours	13,309	6,652

Annual Statistics

Data Item	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Statistics type	-	Estimated	Actual	Estimated	Actual	Estimated	Actual	Estimated	Actual	**Estimat**
AADT	8,420	8,700	9,950	10,000	10,600	10,700	12,800	13,700	11,800	**11,900**
K-Factor	0.099	0.099	0.112	-	0.094	0.094	0.111	0.111	0.095	**0.095**
D-Factor	0.500	0.500	0.600	-	0.550	0.550	0.570	0.570	0.530	**0.530**
Future AADT	-	-	16,400	21,800	20,600	20,300	20,300	23,200	21,700	**19,900**







Vehicle Classification 2022

1. Motorcycles 2 axles, 2 or 3 wheels.	**0.50%**
2. Passenger cars 2 axles. Can have 1- or 2-axle trailers.	**70.27%**
3. Pickups, panels, vans 2-axle, 4-tire single units. Can have 1- or 2-axle trailers.	**21.97%**
4. Buses 2- or 3-axle, full length.	**0.56%**
5. Single-unit trucks 2-axle, 6-tire, (dual rear tires), single-unit trucks.	**4.17%**
6. Single-unit trucks 3-axle, single-unit trucks.	**0.83%**
7. Single-unit trucks 4 or more axle, single-unit trucks.	**0.07%**
8. Single-trailer trucks 3- or 4-axle, single-trailer trucks.	**0.84%**
9. Single-trailer trucks 5-axle, single-trailer trucks.	**0.72%**
10. Single-trailer trucks 6 or more axle, single-trailer trucks.	**0.07%**
11. Multi-trailer trucks 5 or less axle, multi-trailer trucks.	**0%**
12. Multi-trailer trucks 6-axle, multi-trailer trucks.	**0.01%**
13. Multi-trailer trucks 7 or more axle, multi-trailer trucks.	**0%**

HISTORICAL TRAFFIC COUNTS
Hall County, Georgia

Location	Counter ID									Forecast		Compounded Growth Rate	
		2015	2016	2017	2018	2019	2020	2021	2022	2025	2027	2025 - 2027	Percent
SR 211 n/o SR 347	139-0545		9,950		10,600		12,800		11,800	13,613	14,388	2.81%	24.37%
SR 53 e/o SR 211	139-0292	11,500				14,700		14,400		17,057	18,114	3.05%	30.68%
SR 53 w/o SR 211	139-0289		21,400		23,100		23,000		24,400	25,645	26,535	1.72%	44.95%
Data Taken From GDOT's Traffic Analysis & Data Application										**56,315**	**59,037**	**2.4%**	**100.00%**

Single-Family Attached Housing (215)

Based upon methodology from ITE's Trip Generation, 11th Edition (2021)

Project Land Use	Project Density	Project Trips			ITE Code	Variable	Equation Used[1]	In/Out Distribution		Average Rate
		Total	Inbound	Outbound						
Single-Family Attached Housing	37 DU				215	Dwelling Units				
Daily		**232**	116	116			T = 7.62 * X - 50.48	50%	50%	7.20
AM Peak Hour (One Hour from 7-9)		**14**	4	10			T = 0.52 * X - 5.7	31%	69%	0.48
PM Peak Hour (One Hour from 4-6)		**18**	10	8			T = 0.6 * X - 3.93	57%	43%	0.57
Reductions for Pass-By Trips										
Daily		**0**	0	0						
AM Peak Hour		**0**	0	0						
PM Peak Hour		**0**	0	0						
TOTAL PROJECT TRIPS										
Daily		**232**	116	116						
AM Peak Hour		**14**	4	10						
PM Peak Hour		**18**	10	8						

Note:

[1] Where: T = Trips; X = Density by Variable

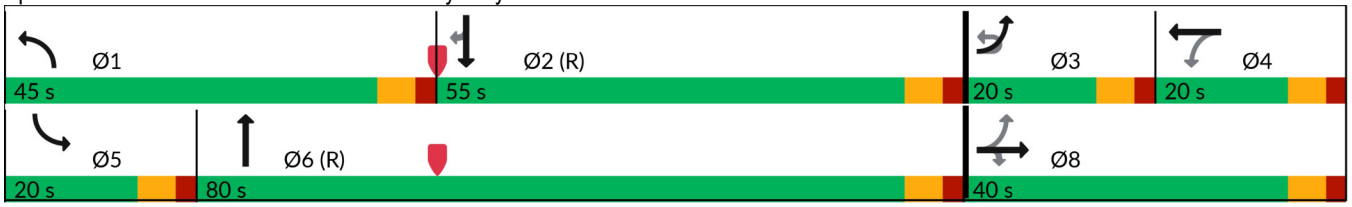
APPENDIX C:

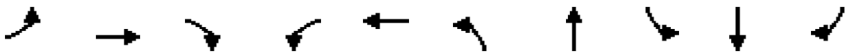
SYNCHRO REPORTS

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Configurations											
Traffic Volume (vph)	1	180	64	308	27	101	525	374	21	441	350
Future Volume (vph)	1	180	64	308	27	101	525	374	21	441	350
Turn Type	custom	pm+pt	NA	Perm	Perm	NA	Prot	NA	Prot	NA	Perm
Protected Phases		3	8			4	1	6	5	2	
Permitted Phases	3	8		8	4						2
Detector Phase	3	3	8	8	4	4	1	6	5	2	2
Switch Phase											
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Split (s)	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total Split (s)	20.0	20.0	40.0	40.0	20.0	20.0	45.0	80.0	20.0	55.0	55.0
Total Split (%)	14.3%	14.3%	28.6%	28.6%	14.3%	14.3%	32.1%	57.1%	14.3%	39.3%	39.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead	Lead			Lag	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	None	C-Max	None	C-Max	C-Max
Act Effct Green (s)		33.4	33.4	33.4	13.5	13.5	30.5	86.0	7.3	58.2	58.2
Actuated g/C Ratio		0.24	0.24	0.24	0.10	0.10	0.22	0.61	0.05	0.42	0.42
v/c Ratio		0.82	0.15	0.55	0.23	0.85	0.82	0.40	0.24	0.64	0.45
Control Delay (s/veh)		73.8	43.0	8.1	62.9	93.7	62.0	16.3	69.3	38.6	6.5
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)		73.8	43.0	8.1	62.9	93.7	62.0	16.3	69.3	38.6	6.5
LOS		E	D	A	E	F	E	B	E	D	A
Approach Delay (s/veh)			33.6			88.7		42.6		25.6	
Approach LOS			C			F		D		C	

Intersection Summary	
Cycle Length: 140	
Actuated Cycle Length: 140	
Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green	
Natural Cycle: 80	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.85	
Intersection Signal Delay (s/veh): 38.2	Intersection LOS: D
Intersection Capacity Utilization 75.9%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 1: SR 211 & SR 347/Bayberry Dr

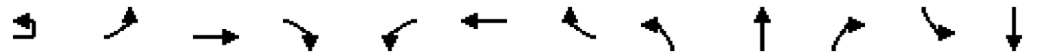




Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	192	68	328	30	154	597	440	23	479	380
v/c Ratio	0.82	0.15	0.55	0.23	0.85	0.82	0.40	0.24	0.64	0.45
Control Delay (s/veh)	73.8	43.0	8.1	62.9	93.7	62.0	16.3	69.3	38.6	6.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	73.8	43.0	8.1	62.9	93.7	62.0	16.3	69.3	38.6	6.5
Queue Length 50th (ft)	150	49	0	26	130	269	214	21	345	21
Queue Length 95th (ft)	#236	92	82	60	#252	309	297	51	515	105
Internal Link Dist (ft)		1881			827		1407		3359	
Turn Bay Length (ft)						400		255		460
Base Capacity (vph)	234	448	601	135	188	929	1113	180	752	838
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.82	0.15	0.55	0.22	0.82	0.64	0.40	0.13	0.64	0.45

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (veh/h)	1	180	64	308	27	101	39	525	374	13	21	441
Future Volume (veh/h)	1	180	64	308	27	101	39	525	374	13	21	441
Initial Q (Qb), veh		0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00		1.00	1.00		1.00	1.00		1.00	1.00	
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No			No			No			No
Adj Sat Flow, veh/h/ln		1811	1856	1737	1900	1856	1900	1826	1841	1678	1900	1826
Adj Flow Rate, veh/h		191	68	328	30	111	43	597	425	0	23	479
Peak Hour Factor		0.94	0.94	0.94	0.91	0.91	0.91	0.88	0.88	0.88	0.92	0.92
Percent Heavy Veh, %		6	3	11	0	3	0	5	4	15	0	5
Cap, veh/h		241	451	357	152	127	49	673	1126		31	784
Arrive On Green		0.10	0.24	0.24	0.10	0.10	0.10	0.20	0.61	0.00	0.02	0.43
Sat Flow, veh/h		1725	1856	1472	1004	1273	493	3374	1841	0	1810	1826
Grp Volume(v), veh/h		191	68	328	30	0	154	597	425	0	23	479
Grp Sat Flow(s),veh/h/ln		1725	1856	1472	1004	0	1767	1687	1841	0	1810	1826
Q Serve(g_s), s		13.7	4.0	30.4	3.9	0.0	12.0	24.1	16.3	0.0	1.8	28.4
Cycle Q Clear(g_c), s		13.7	4.0	30.4	3.9	0.0	12.0	24.1	16.3	0.0	1.8	28.4
Prop In Lane		1.00		1.00	1.00		0.28	1.00		0.00	1.00	
Lane Grp Cap(c), veh/h		241	451	357	152	0	177	673	1126		31	784
V/C Ratio(X)		0.79	0.15	0.92	0.20	0.00	0.87	0.89	0.38		0.75	0.61
Avail Cap(c_a), veh/h		241	451	357	152	0	177	940	1126		181	784
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh		49.4	41.7	51.6	58.4	0.0	62.1	54.5	13.7	0.0	68.5	30.9
Incr Delay (d2), s/veh		16.5	0.2	27.9	0.6	0.0	34.6	7.8	1.0	0.0	30.4	3.5
Initial Q Delay(d3), s/veh		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		6.9	1.8	13.7	1.0	0.0	7.2	10.7	6.7	0.0	1.1	12.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh		65.9	41.8	79.5	59.1	0.0	96.7	62.3	14.7	0.0	98.9	34.5
LnGrp LOS		E	D	E	E		F	E	B		F	C
Approach Vol, veh/h			587			184			1022			502
Approach Delay, s/veh			70.7			90.6			42.5			37.4
Approach LOS			E			F			D			D

Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	33.9	66.1	20.0	20.0	8.4	91.6		40.0				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	39.0	49.0	14.0	14.0	14.0	74.0		34.0				
Max Q Clear Time (g_c+I1), s	26.1	30.4	15.7	14.0	3.8	18.3		32.4				
Green Ext Time (p_c), s	1.8	2.6	0.0	0.0	0.0	2.6		0.3				

Intersection Summary	
HCM 7th Control Delay, s/veh	52.5
HCM 7th LOS	D

Notes

User approved ignoring U-Turning movement.

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

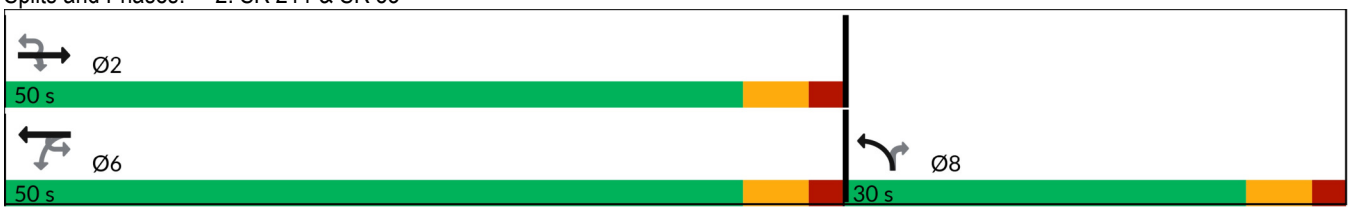


Movement	SBR
Lane Configurations	
Traffic Volume (veh/h)	350
Future Volume (veh/h)	350
Initial Q (Qb), veh	0
Lane Width Adj.	1.00
Ped-Bike Adj(A_pbT)	1.00
Parking Bus, Adj	1.00
Work Zone On Approach	
Adj Sat Flow, veh/h/ln	1826
Adj Flow Rate, veh/h	0
Peak Hour Factor	0.92
Percent Heavy Veh, %	5
Cap, veh/h	
Arrive On Green	0.00
Sat Flow, veh/h	1547
Grp Volume(v), veh/h	0
Grp Sat Flow(s),veh/h/ln	1547
Q Serve(g_s), s	0.0
Cycle Q Clear(g_c), s	0.0
Prop In Lane	1.00
Lane Grp Cap(c), veh/h	
V/C Ratio(X)	
Avail Cap(c_a), veh/h	
HCM Platoon Ratio	1.00
Upstream Filter(I)	0.00
Uniform Delay (d), s/veh	0.0
Incr Delay (d2), s/veh	0.0
Initial Q Delay(d3), s/veh	0.0
%ile BackOfQ(50%),veh/ln	0.0
Unsig. Movement Delay, s/veh	
LnGrp Delay(d), s/veh	0.0
LnGrp LOS	
Approach Vol, veh/h	
Approach Delay, s/veh	
Approach LOS	
Timer - Assigned Phs	

Lane Group	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (vph)	2	429	388	1	137	894	405	51
Future Volume (vph)	2	429	388	1	137	894	405	51
Turn Type	Perm	NA	Perm	Perm	Perm	NA	Prot	Perm
Protected Phases		2				6	8	
Permitted Phases	2		2	6	6			8
Detector Phase	2	2	2	6	6	6	8	8
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Total Split (s)	50.0	50.0	50.0	50.0	50.0	50.0	30.0	30.0
Total Split (%)	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	37.5%	37.5%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0		6.0	6.0	6.0	6.0
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Min	Min	Min	Min	Min	Min	None	None
Act Effct Green (s)	20.3	20.3	20.3		20.3	20.3	11.4	11.4
Actuated g/C Ratio	0.46	0.46	0.46		0.46	0.46	0.26	0.26
v/c Ratio	0.01	0.33	0.49		0.38	0.59	0.50	0.14
Control Delay (s/veh)	7.0	8.2	2.9		11.5	10.6	17.1	6.5
Queue Delay	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.0	8.2	2.9		11.5	10.6	17.1	6.5
LOS	A	A	A		B	B	B	A
Approach Delay (s/veh)		5.7				10.8	15.9	
Approach LOS		A				B	B	

Intersection Summary	
Cycle Length: 80	
Actuated Cycle Length: 44.2	
Natural Cycle: 50	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.59	
Intersection Signal Delay (s/veh): 9.8	Intersection LOS: A
Intersection Capacity Utilization 55.4%	ICU Level of Service B
Analysis Period (min) 15	

Splits and Phases: 2: SR 211 & SR 53





Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Group Flow (vph)	2	505	456	144	931	435	55
v/c Ratio	0.01	0.33	0.49	0.38	0.59	0.50	0.14
Control Delay (s/veh)	7.0	8.2	2.9	11.5	10.6	17.1	6.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.0	8.2	2.9	11.5	10.6	17.1	6.5
Queue Length 50th (ft)	0	37	0	21	80	46	0
Queue Length 95th (ft)	3	68	29	61	147	101	22
Internal Link Dist (ft)		2207			2068	4517	
Turn Bay Length (ft)	290		180	190		260	860
Base Capacity (vph)	469	3147	1438	765	3177	1920	797
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.00	0.16	0.32	0.19	0.29	0.23	0.07

Intersection Summary

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	429	388	1	137	894	405	51
Future Volume (veh/h)	2	429	388	1	137	894	405	51
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1796	1796		1781	1811	1856	1633
Adj Flow Rate, veh/h		505	456		143	931	435	55
Peak Hour Factor		0.85	0.85		0.96	0.96	0.93	0.93
Percent Heavy Veh, %		7	7		8	6	3	18
Cap, veh/h		1796	801		413	1811	678	274
Arrive On Green		0.53	0.53		0.53	0.53	0.20	0.20
Sat Flow, veh/h		3503	1522		557	3532	3428	1384
Grp Volume(v), veh/h		505	456		143	931	435	55
Grp Sat Flow(s),veh/h/ln		1706	1522		557	1721	1714	1384
Q Serve(g_s), s		3.6	8.8		8.4	7.6	5.1	1.4
Cycle Q Clear(g_c), s		3.6	8.8		11.9	7.6	5.1	1.4
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1796	801		413	1811	678	274
V/C Ratio(X)		0.28	0.57		0.35	0.51	0.64	0.20
Avail Cap(c_a), veh/h		3454	1541		683	3483	1893	764
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		5.7	7.0		9.0	6.7	16.0	14.6
Incr Delay (d2), s/veh		0.1	0.6		0.5	0.2	1.0	0.4
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		0.7	1.5		0.7	1.4	1.6	0.4
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		5.8	7.6		9.5	6.9	17.0	14.9
LnGrp LOS		A	A		A	A	B	B
Approach Vol, veh/h		961				1074	490	
Approach Delay, s/veh		6.7				7.3	16.8	
Approach LOS		A				A	B	

Timer - Assigned Phs	2					6		8
Phs Duration (G+Y+Rc), s	28.9					28.9		14.6
Change Period (Y+Rc), s	6.0					6.0		6.0
Max Green Setting (Gmax), s	44.0					44.0		24.0
Max Q Clear Time (g_c+I1), s	10.8					13.9		7.1
Green Ext Time (p_c), s	5.2					8.9		1.6

Intersection Summary	
HCM 7th Control Delay, s/veh	8.9
HCM 7th LOS	A

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	0	5	0	0	0	2	423	0	0	607	2
Future Vol, veh/h	5	0	5	0	0	0	2	423	0	0	607	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	-	-	-	-	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	83	83	92	92	92
Heavy Vehicles, %	2	2	2	4	2	8	2	5	5	9	6	2
Mvmt Flow	5	0	5	0	0	0	2	510	0	0	660	2

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1174	1174	660	1174	1176	510	662	0	0	510	0	0
Stage 1	660	660	-	514	514	-	-	-	-	-	-	-
Stage 2	514	514	-	660	662	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.14	6.52	6.28	4.12	-	-	4.19	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.536	4.018	3.372	2.218	-	-	2.281	-	-
Pot Cap-1 Maneuver	169	192	463	167	191	552	927	-	-	1020	-	-
Stage 1	452	460	-	540	535	-	-	-	-	-	-	-
Stage 2	543	535	-	449	459	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	168	191	463	165	191	552	927	-	-	1020	-	-
Mov Cap-2 Maneuver	168	191	-	165	191	-	-	-	-	-	-	-
Stage 1	452	460	-	538	534	-	-	-	-	-	-	-
Stage 2	542	534	-	444	459	-	-	-	-	-	-	-

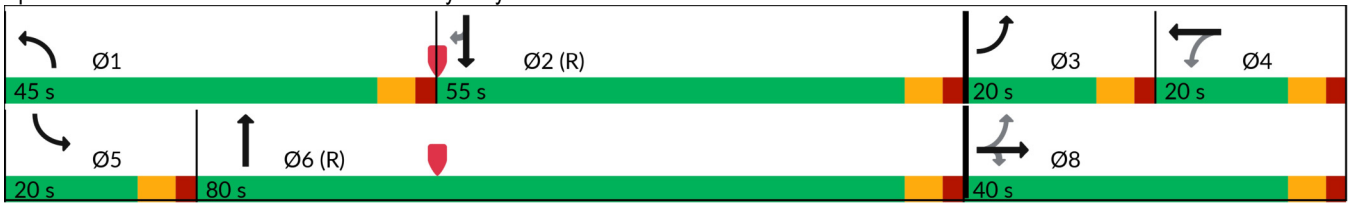
Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	20.26	0	0.04	0
HCM LOS	C	A		

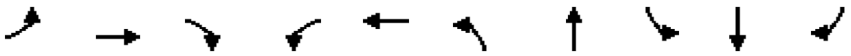
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	8	-	-	247	-	-	1020	-	-
HCM Lane V/C Ratio	0.002	-	-	0.044	-	-	-	-	-
HCM Ctrl Dly (s/v)	8.9	0	-	20.3	0	0	0	-	-
HCM Lane LOS	A	A	-	C	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	-	-	0	-	-

Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	311	131	554	46	89	365	455	27	434	248
Future Volume (vph)	311	131	554	46	89	365	455	27	434	248
Turn Type	pm+pt	NA	Perm	Perm	NA	Prot	NA	Prot	NA	Perm
Protected Phases	3	8			4	1	6	5	2	
Permitted Phases	8		8	4						2
Detector Phase	3	8	8	4	4	1	6	5	2	2
Switch Phase										
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Split (s)	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total Split (s)	20.0	40.0	40.0	20.0	20.0	45.0	80.0	20.0	55.0	55.0
Total Split (%)	14.3%	28.6%	28.6%	14.3%	14.3%	32.1%	57.1%	14.3%	39.3%	39.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead			Lag	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	C-Max	None	C-Max	C-Max
Act Effct Green (s)	32.8	32.8	32.8	12.8	12.8	22.8	86.3	7.8	66.4	66.4
Actuated g/C Ratio	0.23	0.23	0.23	0.09	0.09	0.16	0.62	0.06	0.47	0.47
v/c Ratio	1.33	0.32	0.77	0.44	0.75	0.76	0.48	0.29	0.55	0.31
Control Delay (s/veh)	214.8	46.4	13.1	72.2	82.9	65.4	17.9	70.1	30.4	3.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	214.8	46.4	13.1	72.2	82.9	65.4	17.9	70.1	30.4	3.6
LOS	F	D	B	E	F	E	B	E	C	A
Approach Delay (s/veh)		80.5			79.9		38.7		22.5	
Approach LOS		F			E		D		C	

Intersection Summary	
Cycle Length: 140	
Actuated Cycle Length: 140	
Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green	
Natural Cycle: 80	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 1.33	
Intersection Signal Delay (s/veh): 51.9	Intersection LOS: D
Intersection Capacity Utilization 76.8%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 1: SR 211 & SR 347/Bayberry Dr



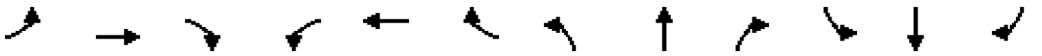


Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	331	139	589	51	128	415	534	29	472	270
v/c Ratio	1.33	0.32	0.77	0.44	0.75	0.76	0.48	0.29	0.55	0.31
Control Delay (s/veh)	214.8	46.4	13.1	72.2	82.9	65.4	17.9	70.1	30.4	3.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	214.8	46.4	13.1	72.2	82.9	65.4	17.9	70.1	30.4	3.6
Queue Length 50th (ft)	~306	104	28	44	106	188	281	26	305	0
Queue Length 95th (ft)	#501	167	176	90	#193	230	386	60	449	53
Internal Link Dist (ft)		1881			827		1407		3359	
Turn Bay Length (ft)						400		255		460
Base Capacity (vph)	248	448	769	126	187	929	1117	180	858	871
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	1.33	0.31	0.77	0.40	0.68	0.45	0.48	0.16	0.55	0.31

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	311	131	554	46	89	27	365	455	15	27	434	248
Future Volume (veh/h)	311	131	554	46	89	27	365	455	15	27	434	248
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1811	1856	1737	1900	1856	1900	1826	1841	1678	1900	1826	1826
Adj Flow Rate, veh/h	331	139	589	51	98	30	415	517	0	29	472	0
Peak Hour Factor	0.94	0.94	0.94	0.91	0.91	0.91	0.88	0.88	0.88	0.92	0.92	0.92
Percent Heavy Veh, %	6	3	11	0	3	0	5	4	15	0	5	5
Cap, veh/h	261	451	357	125	136	42	486	1119		37	885	
Arrive On Green	0.10	0.24	0.24	0.10	0.10	0.10	0.14	0.61	0.00	0.02	0.48	0.00
Sat Flow, veh/h	1725	1856	1472	738	1363	417	3374	1841	0	1810	1826	1547
Grp Volume(v), veh/h	331	139	589	51	0	128	415	517	0	29	472	0
Grp Sat Flow(s),veh/h/ln	1725	1856	1472	738	0	1780	1687	1841	0	1810	1826	1547
Q Serve(g_s), s	14.0	8.6	34.0	9.3	0.0	9.8	16.8	21.4	0.0	2.2	25.2	0.0
Cycle Q Clear(g_c), s	14.0	8.6	34.0	9.3	0.0	9.8	16.8	21.4	0.0	2.2	25.2	0.0
Prop In Lane	1.00		1.00	1.00		0.23	1.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	261	451	357	125	0	178	486	1119		37	885	
V/C Ratio(X)	1.27	0.31	1.65	0.41	0.00	0.72	0.85	0.46		0.78	0.53	
Avail Cap(c_a), veh/h	261	451	357	125	0	178	940	1119		181	885	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	54.5	43.4	53.0	60.9	0.0	61.1	58.5	15.0	0.0	68.2	25.1	0.0
Incr Delay (d2), s/veh	147.5	0.4	303.7	2.1	0.0	13.1	4.4	1.4	0.0	28.8	2.3	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	13.2	3.9	42.4	1.8	0.0	5.1	7.3	8.8	0.0	1.3	11.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	202.0	43.8	356.7	63.0	0.0	74.2	62.9	16.3	0.0	97.0	27.4	0.0
LnGrp LOS	F	D	F	E		E	E	B		F	C	
Approach Vol, veh/h		1059			179			932			501	
Approach Delay, s/veh		267.3			71.0			37.0			31.4	
Approach LOS		F			E			D			C	

Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	26.2	73.8	20.0	20.0	8.9	91.1		40.0				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	39.0	49.0	14.0	14.0	14.0	74.0		34.0				
Max Q Clear Time (g_c+I1), s	18.8	27.2	16.0	11.8	4.2	23.4		36.0				
Green Ext Time (p_c), s	1.4	2.6	0.0	0.2	0.0	3.3		0.0				

Intersection Summary	
HCM 7th Control Delay, s/veh	129.6
HCM 7th LOS	F

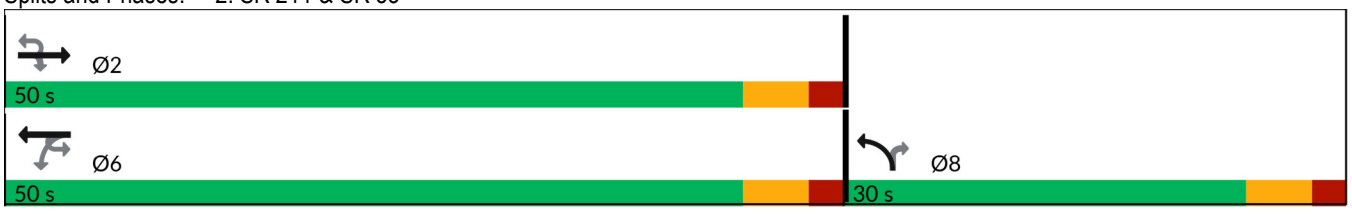
Notes

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Lane Group	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (vph)	2	876	373	1	79	654	411	133
Future Volume (vph)	2	876	373	1	79	654	411	133
Turn Type	Perm	NA	Perm	Perm	Perm	NA	Prot	Perm
Protected Phases		2				6	8	
Permitted Phases	2		2	6	6			8
Detector Phase	2	2	2	6	6	6	8	8
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Total Split (s)	50.0	50.0	50.0	50.0	50.0	50.0	30.0	30.0
Total Split (%)	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	37.5%	37.5%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0		6.0	6.0	6.0	6.0
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Min	Min	Min	Min	Min	Min	None	None
Act Effct Green (s)	26.3	26.3	26.3		26.3	26.3	12.7	12.7
Actuated g/C Ratio	0.51	0.51	0.51		0.51	0.51	0.25	0.25
v/c Ratio	0.01	0.60	0.45		0.41	0.39	0.53	0.35
Control Delay (s/veh)	6.5	10.6	2.5		15.2	8.5	20.9	11.7
Queue Delay	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Delay (s/veh)	6.5	10.6	2.5		15.2	8.5	20.9	11.7
LOS	A	B	A		B	A	C	B
Approach Delay (s/veh)		8.2				9.2	18.6	
Approach LOS		A				A	B	

Intersection Summary	
Cycle Length: 80	
Actuated Cycle Length: 51.7	
Natural Cycle: 55	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.60	
Intersection Signal Delay (s/veh): 10.6	Intersection LOS: B
Intersection Capacity Utilization 55.4%	ICU Level of Service B
Analysis Period (min) 15	

Splits and Phases: 2: SR 211 & SR 53





Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Group Flow (vph)	2	1031	439	83	681	442	143
v/c Ratio	0.01	0.60	0.45	0.41	0.39	0.53	0.35
Control Delay (s/veh)	6.5	10.6	2.5	15.2	8.5	20.9	11.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	6.5	10.6	2.5	15.2	8.5	20.9	11.7
Queue Length 50th (ft)	0	97	0	13	55	56	12
Queue Length 95th (ft)	3	172	27	52	111	129	62
Internal Link Dist (ft)		2207			2068	4517	
Turn Bay Length (ft)	290		180	190		260	860
Base Capacity (vph)	633	2876	1351	343	2903	1674	720
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.00	0.36	0.32	0.24	0.23	0.26	0.20

Intersection Summary

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	876	373	1	79	654	411	133
Future Volume (veh/h)	2	876	373	1	79	654	411	133
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1796	1796		1781	1811	1856	1633
Adj Flow Rate, veh/h		1031	439		82	681	442	143
Peak Hour Factor		0.85	0.85		0.96	0.96	0.93	0.93
Percent Heavy Veh, %		7	7		8	6	3	18
Cap, veh/h		1902	848		273	1918	677	273
Arrive On Green		0.56	0.56		0.56	0.56	0.20	0.20
Sat Flow, veh/h		3503	1522		343	3532	3428	1384
Grp Volume(v), veh/h		1031	439		82	681	442	143
Grp Sat Flow(s),veh/h/ln		1706	1522		343	1721	1714	1384
Q Serve(g_s), s		9.4	8.8		9.7	5.3	5.8	4.5
Cycle Q Clear(g_c), s		9.4	8.8		19.1	5.3	5.8	4.5
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1902	848		273	1918	677	273
V/C Ratio(X)		0.54	0.52		0.30	0.36	0.65	0.52
Avail Cap(c_a), veh/h		3069	1369		390	3095	1682	679
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		6.9	6.7		12.9	6.0	18.1	17.6
Incr Delay (d2), s/veh		0.2	0.5		0.6	0.1	1.1	1.6
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		1.9	1.6		0.6	1.1	2.0	1.3
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		7.1	7.2		13.5	6.1	19.2	19.1
LnGrp LOS		A	A		B	A	B	B
Approach Vol, veh/h		1470				763	585	
Approach Delay, s/veh		7.1				6.9	19.2	
Approach LOS		A				A	B	

Timer - Assigned Phs	2					6		8
Phs Duration (G+Y+Rc), s	33.3					33.3		15.7
Change Period (Y+Rc), s	6.0					6.0		6.0
Max Green Setting (Gmax), s	44.0					44.0		24.0
Max Q Clear Time (g_c+I1), s	11.4					21.1		7.8
Green Ext Time (p_c), s	10.3					6.1		1.9

Intersection Summary	
HCM 7th Control Delay, s/veh	9.6
HCM 7th LOS	A

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	4	0	4	0	0	0	5	547	0	0	420	5
Future Vol, veh/h	4	0	4	0	0	0	5	547	0	0	420	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	-	-	-	-	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	83	83	92	92	92
Heavy Vehicles, %	2	2	2	4	2	8	2	5	5	9	6	2
Mvmt Flow	4	0	4	0	0	0	5	659	0	0	457	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1126	1126	457	1126	1132	659	462	0	0	659	0	0
Stage 1	457	457	-	670	670	-	-	-	-	-	-	-
Stage 2	670	670	-	457	462	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.14	6.52	6.28	4.12	-	-	4.19	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.536	4.018	3.372	2.218	-	-	2.281	-	-
Pot Cap-1 Maneuver	182	205	604	180	203	453	1099	-	-	897	-	-
Stage 1	584	568	-	443	455	-	-	-	-	-	-	-
Stage 2	447	455	-	580	565	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	180	203	604	178	202	453	1099	-	-	897	-	-
Mov Cap-2 Maneuver	180	203	-	178	202	-	-	-	-	-	-	-
Stage 1	584	568	-	440	452	-	-	-	-	-	-	-
Stage 2	443	452	-	576	565	-	-	-	-	-	-	-

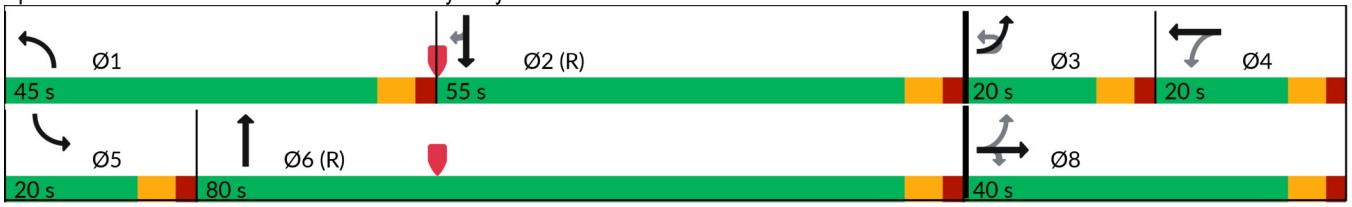
Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	18.37	0	0.07	0
HCM LOS	C	A		

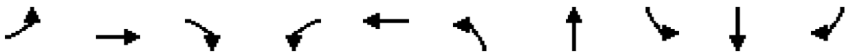
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	15	-	-	278	-	-	897	-	-
HCM Lane V/C Ratio	0.005	-	-	0.031	-	-	-	-	-
HCM Ctrl Dly (s/v)	8.3	0	-	18.4	0	0	0	-	-
HCM Lane LOS	A	A	-	C	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	-	-	0	-	-

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Configurations											
Traffic Volume (vph)	1	203	72	347	30	114	591	421	24	496	394
Future Volume (vph)	1	203	72	347	30	114	591	421	24	496	394
Turn Type	custom	pm+pt	NA	Perm	Perm	NA	Prot	NA	Prot	NA	Perm
Protected Phases		3	8			4	1	6	5	2	
Permitted Phases	3	8		8	4						2
Detector Phase	3	3	8	8	4	4	1	6	5	2	2
Switch Phase											
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Split (s)	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total Split (s)	20.0	20.0	40.0	40.0	20.0	20.0	45.0	80.0	20.0	55.0	55.0
Total Split (%)	14.3%	14.3%	28.6%	28.6%	14.3%	14.3%	32.1%	57.1%	14.3%	39.3%	39.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead	Lead			Lag	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	None	C-Max	None	C-Max	C-Max
Act Effct Green (s)		34.0	34.0	34.0	14.0	14.0	33.2	85.2	7.5	54.8	54.8
Actuated g/C Ratio		0.24	0.24	0.24	0.10	0.10	0.24	0.61	0.05	0.39	0.39
v/c Ratio		0.96	0.17	0.58	0.25	0.92	0.85	0.45	0.27	0.76	0.54
Control Delay (s/veh)		99.0	43.2	8.1	63.3	105.5	61.9	17.5	69.8	46.1	11.3
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)		99.0	43.2	8.1	63.3	105.5	61.9	17.5	69.8	46.1	11.3
LOS		F	D	A	E	F	E	B	E	D	B
Approach Delay (s/veh)			42.0			98.7		43.0		31.7	
Approach LOS			D			F		D		C	

Intersection Summary	
Cycle Length: 140	
Actuated Cycle Length: 140	
Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green	
Natural Cycle: 90	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.96	
Intersection Signal Delay (s/veh): 42.9	Intersection LOS: D
Intersection Capacity Utilization 82.9%	ICU Level of Service E
Analysis Period (min) 15	

Splits and Phases: 1: SR 211 & SR 347/Bayberry Dr

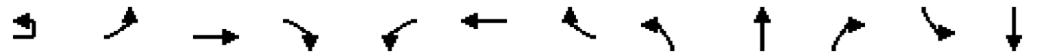




Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	217	77	369	33	173	672	495	26	539	428
v/c Ratio	0.96	0.17	0.58	0.25	0.92	0.85	0.45	0.27	0.76	0.54
Control Delay (s/veh)	99.0	43.2	8.1	63.3	105.5	61.9	17.5	69.8	46.1	11.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	99.0	43.2	8.1	63.3	105.5	61.9	17.5	69.8	46.1	11.3
Queue Length 50th (ft)	173	56	0	28	149	303	252	23	424	64
Queue Length 95th (ft)	#312	101	88	64	#296	346	346	55	#649	181
Internal Link Dist (ft)		1881			827		1407		3359	
Turn Bay Length (ft)						400		255		460
Base Capacity (vph)	225	448	632	134	188	929	1103	180	708	797
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.96	0.17	0.58	0.25	0.92	0.72	0.45	0.14	0.76	0.54

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (veh/h)	1	203	72	347	30	114	44	591	421	15	24	496
Future Volume (veh/h)	1	203	72	347	30	114	44	591	421	15	24	496
Initial Q (Qb), veh		0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00		1.00	1.00		1.00	1.00		1.00	1.00	
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No			No			No			No
Adj Sat Flow, veh/h/ln		1811	1856	1737	1900	1856	1900	1826	1841	1678	1900	1826
Adj Flow Rate, veh/h		216	77	369	33	125	48	672	478	0	26	539
Peak Hour Factor		0.94	0.94	0.94	0.91	0.91	0.91	0.88	0.88	0.88	0.92	0.92
Percent Heavy Veh, %		6	3	11	0	3	0	5	4	15	0	5
Cap, veh/h		227	451	357	147	128	49	747	1123		33	744
Arrive On Green		0.10	0.24	0.24	0.10	0.10	0.10	0.22	0.61	0.00	0.02	0.41
Sat Flow, veh/h		1725	1856	1472	959	1277	490	3374	1841	0	1810	1826
Grp Volume(v), veh/h		216	77	369	33	0	173	672	478	0	26	539
Grp Sat Flow(s),veh/h/ln		1725	1856	1472	959	0	1767	1687	1841	0	1810	1826
Q Serve(g_s), s		14.0	4.6	34.0	4.5	0.0	13.7	27.1	19.1	0.0	2.0	34.8
Cycle Q Clear(g_c), s		14.0	4.6	34.0	4.5	0.0	13.7	27.1	19.1	0.0	2.0	34.8
Prop In Lane		1.00		1.00	1.00		0.28	1.00		0.00	1.00	
Lane Grp Cap(c), veh/h		227	451	357	147	0	177	747	1123		33	744
V/C Ratio(X)		0.95	0.17	1.03	0.22	0.00	0.98	0.90	0.43		0.79	0.72
Avail Cap(c_a), veh/h		227	451	357	147	0	177	940	1123		181	744
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh		51.6	41.9	53.0	58.7	0.0	62.9	53.0	14.4	0.0	68.4	34.9
Incr Delay (d2), s/veh		46.6	0.2	56.1	0.8	0.0	61.3	9.9	1.2	0.0	32.4	6.1
Initial Q Delay(d3), s/veh		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		9.6	2.1	17.8	1.1	0.0	9.2	12.2	7.9	0.0	1.2	16.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh		98.2	42.0	109.1	59.5	0.0	124.1	62.9	15.5	0.0	100.9	41.0
LnGrp LOS		F	D	F	E		F	E	B		F	D
Approach Vol, veh/h			662			206			1150			565
Approach Delay, s/veh			97.8			113.8			43.2			43.7
Approach LOS			F			F			D			D

Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	37.0	63.0	20.0	20.0	8.6	91.4		40.0				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	39.0	49.0	14.0	14.0	14.0	74.0		34.0				
Max Q Clear Time (g_c+I1), s	29.1	36.8	16.0	15.7	4.0	21.1		36.0				
Green Ext Time (p_c), s	1.9	2.5	0.0	0.0	0.0	3.0		0.0				

Intersection Summary	
HCM 7th Control Delay, s/veh	62.9
HCM 7th LOS	E

Notes

User approved ignoring U-Turning movement.

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

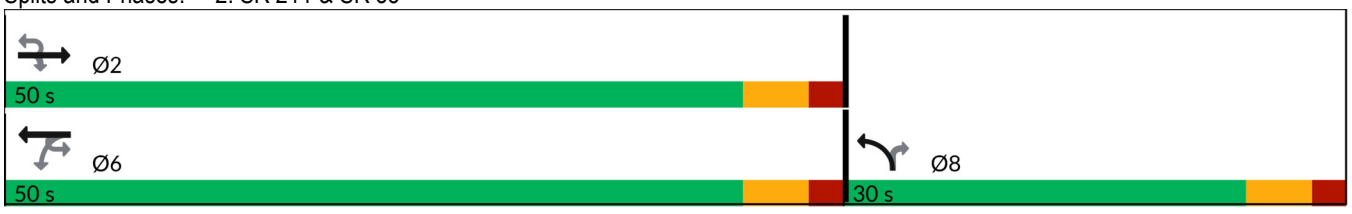


Movement	SBR
Lane Configurations	
Traffic Volume (veh/h)	394
Future Volume (veh/h)	394
Initial Q (Qb), veh	0
Lane Width Adj.	1.00
Ped-Bike Adj(A_pbT)	1.00
Parking Bus, Adj	1.00
Work Zone On Approach	
Adj Sat Flow, veh/h/ln	1826
Adj Flow Rate, veh/h	0
Peak Hour Factor	0.92
Percent Heavy Veh, %	5
Cap, veh/h	
Arrive On Green	0.00
Sat Flow, veh/h	1547
Grp Volume(v), veh/h	0
Grp Sat Flow(s),veh/h/ln	1547
Q Serve(g_s), s	0.0
Cycle Q Clear(g_c), s	0.0
Prop In Lane	1.00
Lane Grp Cap(c), veh/h	
V/C Ratio(X)	
Avail Cap(c_a), veh/h	
HCM Platoon Ratio	1.00
Upstream Filter(I)	0.00
Uniform Delay (d), s/veh	0.0
Incr Delay (d2), s/veh	0.0
Initial Q Delay(d3), s/veh	0.0
%ile BackOfQ(50%),veh/ln	0.0
Unsig. Movement Delay, s/veh	
LnGrp Delay(d), s/veh	0.0
LnGrp LOS	
Approach Vol, veh/h	
Approach Delay, s/veh	
Approach LOS	
Timer - Assigned Phs	

Lane Group	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (vph)	2	483	437	1	154	1006	456	57
Future Volume (vph)	2	483	437	1	154	1006	456	57
Turn Type	Perm	NA	Perm	Perm	Perm	NA	Prot	Perm
Protected Phases		2				6	8	
Permitted Phases	2		2	6	6			8
Detector Phase	2	2	2	6	6	6	8	8
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Total Split (s)	50.0	50.0	50.0	50.0	50.0	50.0	30.0	30.0
Total Split (%)	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	37.5%	37.5%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0		6.0	6.0	6.0	6.0
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Min	Min	Min	Min	Min	Min	None	None
Act Effct Green (s)	24.1	24.1	24.1		24.1	24.1	13.1	13.1
Actuated g/C Ratio	0.48	0.48	0.48		0.48	0.48	0.26	0.26
v/c Ratio	0.01	0.35	0.52		0.43	0.64	0.55	0.15
Control Delay (s/veh)	7.5	8.7	3.0		13.0	11.6	19.5	6.6
Queue Delay	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.5	8.7	3.0		13.0	11.6	19.5	6.6
LOS	A	A	A		B	B	B	A
Approach Delay (s/veh)		6.0				11.8	18.1	
Approach LOS		A				B	B	

Intersection Summary	
Cycle Length: 80	
Actuated Cycle Length: 49.8	
Natural Cycle: 50	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.64	
Intersection Signal Delay (s/veh): 10.8	Intersection LOS: B
Intersection Capacity Utilization 60.0%	ICU Level of Service B
Analysis Period (min) 15	

Splits and Phases: 2: SR 211 & SR 53





Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Group Flow (vph)	2	568	514	161	1048	490	61
v/c Ratio	0.01	0.35	0.52	0.43	0.64	0.55	0.15
Control Delay (s/veh)	7.5	8.7	3.0	13.0	11.6	19.5	6.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.5	8.7	3.0	13.0	11.6	19.5	6.6
Queue Length 50th (ft)	0	46	0	26	102	60	0
Queue Length 95th (ft)	3	86	30	79	195	130	25
Internal Link Dist (ft)		2207			2068	4517	
Turn Bay Length (ft)	290		180	190		260	860
Base Capacity (vph)	357	2940	1381	673	2968	1725	724
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.01	0.19	0.37	0.24	0.35	0.28	0.08

Intersection Summary

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	483	437	1	154	1006	456	57
Future Volume (veh/h)	2	483	437	1	154	1006	456	57
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1796	1796		1781	1811	1856	1633
Adj Flow Rate, veh/h		568	514		160	1048	490	61
Peak Hour Factor		0.85	0.85		0.96	0.96	0.93	0.93
Percent Heavy Veh, %		7	7		8	6	3	18
Cap, veh/h		1928	860		376	1944	700	283
Arrive On Green		0.57	0.57		0.57	0.57	0.20	0.20
Sat Flow, veh/h		3503	1522		497	3532	3428	1384
Grp Volume(v), veh/h		568	514		160	1048	490	61
Grp Sat Flow(s),veh/h/ln		1706	1522		497	1721	1714	1384
Q Serve(g_s), s		4.5	11.5		12.9	9.9	6.9	1.9
Cycle Q Clear(g_c), s		4.5	11.5		17.4	9.9	6.9	1.9
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1928	860		376	1944	700	283
V/C Ratio(X)		0.29	0.60		0.43	0.54	0.70	0.22
Avail Cap(c_a), veh/h		2888	1288		516	2912	1583	639
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		5.9	7.4		10.4	7.1	19.2	17.2
Incr Delay (d2), s/veh		0.1	0.7		0.8	0.2	1.3	0.4
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		1.0	2.3		1.0	2.1	2.4	0.5
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		6.0	8.1		11.2	7.3	20.5	17.6
LnGrp LOS		A	A		B	A	C	B
Approach Vol, veh/h		1082				1208	551	
Approach Delay, s/veh		7.0				7.8	20.2	
Approach LOS		A				A	C	

Timer - Assigned Phs	2					6		8
Phs Duration (G+Y+Rc), s	35.4					35.4		16.6
Change Period (Y+Rc), s	6.0					6.0		6.0
Max Green Setting (Gmax), s	44.0					44.0		24.0
Max Q Clear Time (g_c+I1), s	13.5					19.4		8.9
Green Ext Time (p_c), s	6.0					10.0		1.7

Intersection Summary	
HCM 7th Control Delay, s/veh	9.9
HCM 7th LOS	A

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	0	5	0	0	0	2	476	0	0	683	2
Future Vol, veh/h	5	0	5	0	0	0	2	476	0	0	683	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	-	-	-	-	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	83	83	92	92	92
Heavy Vehicles, %	2	2	2	4	2	8	2	5	5	9	6	2
Mvmt Flow	5	0	5	0	0	0	2	573	0	0	742	2

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1320	1320	742	1320	1322	573	745	0	0	573	0	0
Stage 1	742	742	-	578	578	-	-	-	-	-	-	-
Stage 2	578	578	-	742	745	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.14	6.52	6.28	4.12	-	-	4.19	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.536	4.018	3.372	2.218	-	-	2.281	-	-
Pot Cap-1 Maneuver	134	157	415	132	156	507	863	-	-	966	-	-
Stage 1	407	422	-	498	501	-	-	-	-	-	-	-
Stage 2	501	501	-	404	421	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	133	156	415	130	156	507	863	-	-	966	-	-
Mov Cap-2 Maneuver	133	156	-	130	156	-	-	-	-	-	-	-
Stage 1	407	422	-	496	499	-	-	-	-	-	-	-
Stage 2	500	499	-	399	421	-	-	-	-	-	-	-

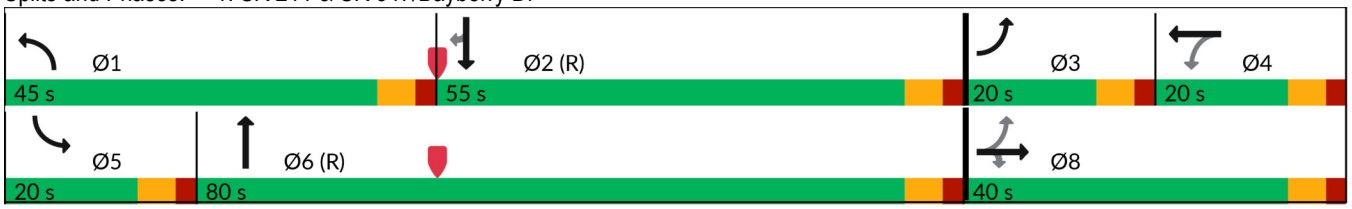
Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	23.85	0	0.03	0
HCM LOS	C	A		

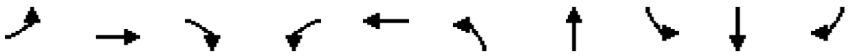
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	7	-	-	202	-	-	966	-	-
HCM Lane V/C Ratio	0.003	-	-	0.054	-	-	-	-	-
HCM Ctrl Dly (s/v)	9.2	0	-	23.8	0	0	0	-	-
HCM Lane LOS	A	A	-	C	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	-	-	0	-	-

Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	350	147	623	52	100	411	512	30	488	279
Future Volume (vph)	350	147	623	52	100	411	512	30	488	279
Turn Type	pm+pt	NA	Perm	Perm	NA	Prot	NA	Prot	NA	Perm
Protected Phases	3	8			4	1	6	5	2	
Permitted Phases	8		8	4						2
Detector Phase	3	8	8	4	4	1	6	5	2	2
Switch Phase										
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Split (s)	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total Split (s)	20.0	40.0	40.0	20.0	20.0	45.0	80.0	20.0	55.0	55.0
Total Split (%)	14.3%	28.6%	28.6%	14.3%	14.3%	32.1%	57.1%	14.3%	39.3%	39.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead			Lag	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	C-Max	None	C-Max	C-Max
Act Effct Green (s)	33.3	33.3	33.3	13.3	13.3	25.0	85.5	8.0	63.7	63.7
Actuated g/C Ratio	0.24	0.24	0.24	0.10	0.10	0.18	0.61	0.06	0.46	0.46
v/c Ratio	1.54	0.36	0.89	0.48	0.80	0.79	0.54	0.32	0.64	0.35
Control Delay (s/veh)	297.8	46.9	25.5	73.8	88.8	64.6	19.6	70.7	35.0	3.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	297.8	46.9	25.5	73.8	88.8	64.6	19.6	70.7	35.0	3.8
LOS	F	D	C	E	F	E	B	E	D	A
Approach Delay (s/veh)		113.3			84.5		39.3		25.5	
Approach LOS		F			F		D		C	

Intersection Summary	
Cycle Length: 140	
Actuated Cycle Length: 140	
Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green	
Natural Cycle: 90	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 1.54	
Intersection Signal Delay (s/veh): 64.9	Intersection LOS: E
Intersection Capacity Utilization 83.9%	ICU Level of Service E
Analysis Period (min) 15	

Splits and Phases: 1: SR 211 & SR 347/Bayberry Dr



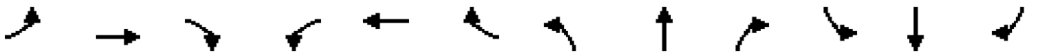


Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	372	156	663	57	143	467	601	33	530	303
v/c Ratio	1.54	0.36	0.89	0.48	0.80	0.79	0.54	0.32	0.64	0.35
Control Delay (s/veh)	297.8	46.9	25.5	73.8	88.8	64.6	19.6	70.7	35.0	3.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	297.8	46.9	25.5	73.8	88.8	64.6	19.6	70.7	35.0	3.8
Queue Length 50th (ft)	~400	118	132	50	121	211	336	29	369	0
Queue Length 95th (ft)	#603	186	#394	99	#230	253	457	65	541	57
Internal Link Dist (ft)		1881			827		1407		3359	
Turn Bay Length (ft)						400		255		460
Base Capacity (vph)	241	448	753	125	187	929	1108	180	824	865
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	1.54	0.35	0.88	0.46	0.76	0.50	0.54	0.18	0.64	0.35

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	350	147	623	52	100	30	411	512	17	30	488	279
Future Volume (veh/h)	350	147	623	52	100	30	411	512	17	30	488	279
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1811	1856	1737	1900	1856	1900	1826	1841	1678	1900	1826	1826
Adj Flow Rate, veh/h	372	156	663	57	110	33	467	582	0	33	530	0
Peak Hour Factor	0.94	0.94	0.94	0.91	0.91	0.91	0.88	0.88	0.88	0.92	0.92	0.92
Percent Heavy Veh, %	6	3	11	0	3	0	5	4	15	0	5	5
Cap, veh/h	250	451	357	119	137	41	540	1114		43	855	
Arrive On Green	0.10	0.24	0.24	0.10	0.10	0.10	0.16	0.61	0.00	0.02	0.47	0.00
Sat Flow, veh/h	1725	1856	1472	678	1370	411	3374	1841	0	1810	1826	1547
Grp Volume(v), veh/h	372	156	663	57	0	143	467	582	0	33	530	0
Grp Sat Flow(s),veh/h/ln	1725	1856	1472	678	0	1782	1687	1841	0	1810	1826	1547
Q Serve(g_s), s	14.0	9.7	34.0	11.6	0.0	11.0	18.9	25.6	0.0	2.5	30.4	0.0
Cycle Q Clear(g_c), s	14.0	9.7	34.0	11.6	0.0	11.0	18.9	25.6	0.0	2.5	30.4	0.0
Prop In Lane	1.00		1.00	1.00		0.23	1.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	250	451	357	119	0	178	540	1114		43	855	
V/C Ratio(X)	1.49	0.35	1.85	0.48	0.00	0.80	0.86	0.52		0.77	0.62	
Avail Cap(c_a), veh/h	250	451	357	119	0	178	940	1114		181	855	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	54.0	43.8	53.0	61.9	0.0	61.6	57.3	16.0	0.0	68.0	27.9	0.0
Incr Delay (d2), s/veh	240.3	0.5	395.2	2.9	0.0	22.6	4.3	1.8	0.0	25.1	3.4	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	18.8	4.5	51.5	2.1	0.0	6.1	8.2	10.6	0.0	1.5	13.6	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	294.2	44.3	448.2	64.9	0.0	84.3	61.6	17.7	0.0	93.0	31.2	0.0
LnGrp LOS	F	D	F	E		F	E	B		F	C	
Approach Vol, veh/h		1191			200			1049			563	
Approach Delay, s/veh		347.2			78.7			37.3			34.9	
Approach LOS		F			E			D			C	

Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	28.4	71.6	20.0	20.0	9.3	90.7		40.0				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	39.0	49.0	14.0	14.0	14.0	74.0		34.0				
Max Q Clear Time (g_c+I1), s	20.9	32.4	16.0	13.6	4.5	27.6		36.0				
Green Ext Time (p_c), s	1.5	2.8	0.0	0.1	0.0	3.9		0.0				

Intersection Summary	
HCM 7th Control Delay, s/veh	162.5
HCM 7th LOS	F

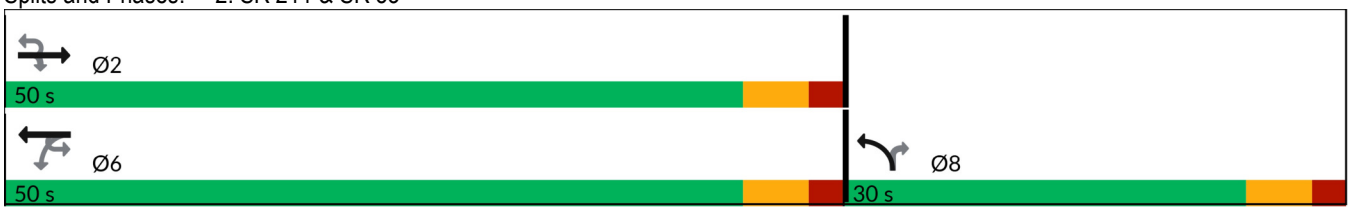
Notes

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Lane Group	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (vph)	2	986	420	1	89	736	463	150
Future Volume (vph)	2	986	420	1	89	736	463	150
Turn Type	Perm	NA	Perm	Perm	Perm	NA	Prot	Perm
Protected Phases		2				6	8	
Permitted Phases	2		2	6	6			8
Detector Phase	2	2	2	6	6	6	8	8
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Total Split (s)	50.0	50.0	50.0	50.0	50.0	50.0	30.0	30.0
Total Split (%)	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	37.5%	37.5%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0		6.0	6.0	6.0	6.0
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Min	Min	Min	Min	Min	Min	None	None
Act Effct Green (s)	30.9	30.9	30.9		30.9	30.9	14.6	14.6
Actuated g/C Ratio	0.53	0.53	0.53		0.53	0.53	0.25	0.25
v/c Ratio	0.01	0.65	0.48		0.55	0.42	0.59	0.41
Control Delay (s/veh)	7.0	11.7	2.6		24.0	9.1	23.5	16.8
Queue Delay	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.0	11.7	2.6		24.0	9.1	23.5	16.8
LOS	A	B	A		C	A	C	B
Approach Delay (s/veh)		9.0				10.7	21.9	
Approach LOS		A				B	C	

Intersection Summary	
Cycle Length: 80	
Actuated Cycle Length: 58.2	
Natural Cycle: 60	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.65	
Intersection Signal Delay (s/veh): 12.1	Intersection LOS: B
Intersection Capacity Utilization 60.5%	ICU Level of Service B
Analysis Period (min) 15	

Splits and Phases: 2: SR 211 & SR 53





Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Group Flow (vph)	2	1160	494	94	767	498	161
v/c Ratio	0.01	0.65	0.48	0.55	0.42	0.59	0.41
Control Delay (s/veh)	7.0	11.7	2.6	24.0	9.1	23.5	16.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.0	11.7	2.6	24.0	9.1	23.5	16.8
Queue Length 50th (ft)	0	129	0	18	72	77	27
Queue Length 95th (ft)	3	214	29	80	135	150	87
Internal Link Dist (ft)		2207			2068	4517	
Turn Bay Length (ft)	290		180	190		260	860
Base Capacity (vph)	503	2621	1282	251	2646	1484	634
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.00	0.44	0.39	0.37	0.29	0.34	0.25

Intersection Summary

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	986	420	1	89	736	463	150
Future Volume (veh/h)	2	986	420	1	89	736	463	150
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1796	1796		1781	1811	1856	1633
Adj Flow Rate, veh/h		1160	494		93	767	498	161
Peak Hour Factor		0.85	0.85		0.96	0.96	0.93	0.93
Percent Heavy Veh, %		7	7		8	6	3	18
Cap, veh/h		2067	922		232	2085	688	278
Arrive On Green		0.61	0.61		0.61	0.61	0.20	0.20
Sat Flow, veh/h		3503	1522		287	3532	3428	1384
Grp Volume(v), veh/h		1160	494		93	767	498	161
Grp Sat Flow(s),veh/h/ln		1706	1522		287	1721	1714	1384
Q Serve(g_s), s		12.6	11.7		17.7	7.0	8.4	6.5
Cycle Q Clear(g_c), s		12.6	11.7		30.3	7.0	8.4	6.5
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		2067	922		232	2085	688	278
V/C Ratio(X)		0.56	0.54		0.40	0.37	0.72	0.58
Avail Cap(c_a), veh/h		2424	1081		262	2444	1328	536
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		7.3	7.1		16.3	6.2	23.2	22.4
Incr Delay (d2), s/veh		0.2	0.5		1.1	0.1	1.5	1.9
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		2.9	2.5		1.0	1.6	3.1	2.0
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		7.5	7.6		17.5	6.3	24.6	24.3
LnGrp LOS		A	A		B	A	C	C
Approach Vol, veh/h		1654				860	659	
Approach Delay, s/veh		7.6				7.5	24.6	
Approach LOS		A				A	C	

Timer - Assigned Phs	2					6		8
Phs Duration (G+Y+Rc), s	43.5					43.5		18.4
Change Period (Y+Rc), s	6.0					6.0		6.0
Max Green Setting (Gmax), s	44.0					44.0		24.0
Max Q Clear Time (g_c+I1), s	14.6					32.3		10.4
Green Ext Time (p_c), s	11.8					5.2		2.0

Intersection Summary	
HCM 7th Control Delay, s/veh	11.1
HCM 7th LOS	B

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	4	0	4	0	0	0	5	616	0	0	473	5
Future Vol, veh/h	4	0	4	0	0	0	5	616	0	0	473	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	-	-	-	-	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	83	83	92	92	92
Heavy Vehicles, %	2	2	2	4	2	8	2	5	5	9	6	2
Mvmt Flow	4	0	4	0	0	0	5	742	0	0	514	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1267	1267	514	1267	1273	742	520	0	0	742	0	0
Stage 1	514	514	-	753	753	-	-	-	-	-	-	-
Stage 2	753	753	-	514	520	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.14	6.52	6.28	4.12	-	-	4.19	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.536	4.018	3.372	2.218	-	-	2.281	-	-
Pot Cap-1 Maneuver	146	169	560	144	167	406	1047	-	-	834	-	-
Stage 1	543	535	-	399	417	-	-	-	-	-	-	-
Stage 2	402	417	-	540	532	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	144	167	560	142	166	406	1047	-	-	834	-	-
Mov Cap-2 Maneuver	144	167	-	142	166	-	-	-	-	-	-	-
Stage 1	543	535	-	395	414	-	-	-	-	-	-	-
Stage 2	398	414	-	535	532	-	-	-	-	-	-	-

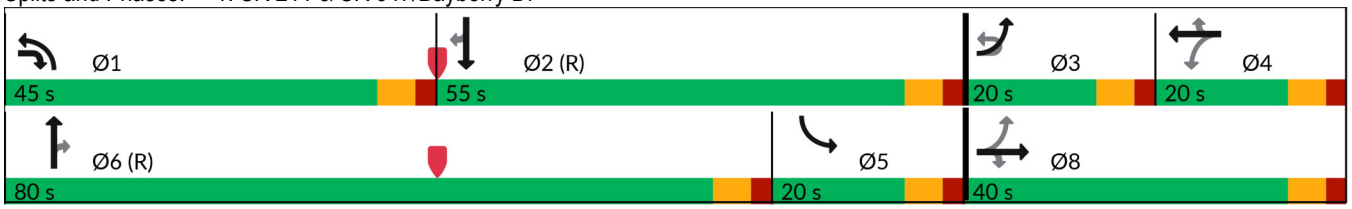
Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	21.3	0	0.06	0
HCM LOS	C	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	13	-	-	229	-	-	834	-	-
HCM Lane V/C Ratio	0.005	-	-	0.038	-	-	-	-	-
HCM Ctrl Dly (s/v)	8.5	0	-	21.3	0	0	0	-	-
HCM Lane LOS	A	A	-	C	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	-	-	0	-	-

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	1	267	72	347	30	114	44	591	512	15	24	590
Future Volume (vph)	1	267	72	347	30	114	44	591	512	15	24	590
Turn Type	custom	pm+pt	NA	pm+ov	Perm	NA	Perm	Prot	NA	Perm	Prot	NA
Protected Phases		3	8	1		4		1	6		5	2
Permitted Phases	3	8		8	4		4			6		
Detector Phase	3	3	8	1	4	4	4	1	6	6	5	2
Switch Phase												
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Split (s)	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total Split (s)	20.0	20.0	40.0	45.0	20.0	20.0	20.0	45.0	80.0	80.0	20.0	55.0
Total Split (%)	14.3%	14.3%	28.6%	32.1%	14.3%	14.3%	14.3%	32.1%	57.1%	57.1%	14.3%	39.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead	Lead		Lead	Lag	Lag	Lag	Lead	Lead	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	None	None	C-Max	C-Max	None	C-Max
Act Effct Green (s)		32.4	32.4	72.2	12.9	12.9	12.9	33.7	83.6	83.6	10.8	55.8
Actuated g/C Ratio		0.23	0.23	0.52	0.09	0.09	0.09	0.24	0.60	0.60	0.08	0.40
v/c Ratio		0.60	0.18	0.26	0.27	0.74	0.16	0.84	0.28	0.02	0.19	0.47
Control Delay (s/veh)		50.5	43.7	9.6	64.3	86.7	1.2	60.2	15.7	0.1	61.7	33.7
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)		50.5	43.7	9.6	64.3	86.7	1.2	60.2	15.7	0.1	61.7	33.7
LOS		D	D	A	E	F	A	E	B	A	E	C
Approach Delay (s/veh)			29.1			63.2			39.1			27.7
Approach LOS			C			E			D			C

Intersection Summary	
Cycle Length: 140	
Actuated Cycle Length: 140	
Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green	
Natural Cycle: 65	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.84	
Intersection Signal Delay (s/veh): 34.4	Intersection LOS: C
Intersection Capacity Utilization 74.8%	ICU Level of Service D
Analysis Period (min) 15	

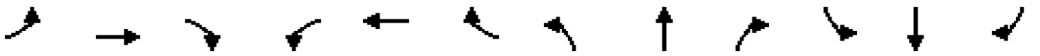
Splits and Phases: 1: SR 211 & SR 347/Bayberry Dr





Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	462
Future Volume (vph)	462
Turn Type	Perm
Protected Phases	
Permitted Phases	2
Detector Phase	2
Switch Phase	
Minimum Initial (s)	4.0
Minimum Split (s)	10.0
Total Split (s)	55.0
Total Split (%)	39.3%
Yellow Time (s)	4.0
All-Red Time (s)	2.0
Lost Time Adjust (s)	0.0
Total Lost Time (s)	6.0
Lead/Lag	Lag
Lead-Lag Optimize?	Yes
Recall Mode	C-Max
Act Effct Green (s)	55.8
Actuated g/C Ratio	0.40
v/c Ratio	0.64
Control Delay (s/veh)	18.3
Queue Delay	0.0
Total Delay (s/veh)	18.3
LOS	B
Approach Delay (s/veh)	
Approach LOS	

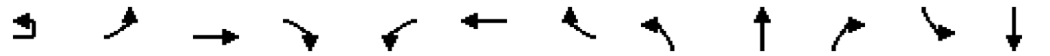
Intersection Summary



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	285	77	369	33	125	48	672	582	17	26	641	502
v/c Ratio	0.60	0.18	0.26	0.27	0.74	0.16	0.84	0.28	0.02	0.19	0.47	0.64
Control Delay (s/veh)	50.5	43.7	9.6	64.3	86.7	1.2	60.2	15.7	0.1	61.7	33.7	18.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	50.5	43.7	9.6	64.3	86.7	1.2	60.2	15.7	0.1	61.7	33.7	18.3
Queue Length 50th (ft)	111	56	51	28	112	0	300	153	0	22	231	153
Queue Length 95th (ft)	155	101	77	64	#196	0	346	188	0	54	306	301
Internal Link Dist (ft)		1881			827			1407			3359	
Turn Bay Length (ft)	360		390			100	610		330	590		405
Base Capacity (vph)	484	448	1491	134	184	309	929	2072	885	180	1371	790
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.59	0.17	0.25	0.25	0.68	0.16	0.72	0.28	0.02	0.14	0.47	0.64

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (veh/h)	1	267	72	347	30	114	44	591	512	15	24	590
Future Volume (veh/h)	1	267	72	347	30	114	44	591	512	15	24	590
Initial Q (Qb), veh		0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00		1.00	1.00		1.00	1.00		1.00	1.00	
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No			No			No			No
Adj Sat Flow, veh/h/ln		1811	1856	1737	1900	1856	1900	1826	1841	1678	1900	1826
Adj Flow Rate, veh/h		284	77	369	33	125	48	672	582	0	26	641
Peak Hour Factor		0.94	0.94	0.94	0.91	0.91	0.91	0.88	0.88	0.88	0.92	0.92
Percent Heavy Veh, %		6	3	11	0	3	0	5	4	15	0	5
Cap, veh/h		443	401	1133	130	153	132	747	1849		230	1507
Arrive On Green		0.09	0.22	0.22	0.08	0.08	0.08	0.22	0.53	0.00	0.13	0.43
Sat Flow, veh/h		3346	1856	2591	959	1856	1610	3374	3497	1422	1810	3469
Grp Volume(v), veh/h		284	77	369	33	125	48	672	582	0	26	641
Grp Sat Flow(s),veh/h/ln		1673	1856	1295	959	1856	1610	1687	1749	1422	1810	1735
Q Serve(g_s), s		10.6	4.8	13.1	4.6	9.3	3.0	27.1	13.2	0.0	1.8	18.0
Cycle Q Clear(g_c), s		10.6	4.8	13.1	4.6	9.3	3.0	27.1	13.2	0.0	1.8	18.0
Prop In Lane		1.00		1.00	1.00		1.00	1.00		1.00	1.00	
Lane Grp Cap(c), veh/h		443	401	1133	130	153	132	747	1849		230	1507
V/C Ratio(X)		0.64	0.19	0.33	0.25	0.82	0.36	0.90	0.31		0.11	0.43
Avail Cap(c_a), veh/h		474	451	1203	147	186	161	940	1849		230	1507
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh		51.0	44.9	25.9	61.1	63.2	35.9	53.0	18.7	0.0	54.1	27.5
Incr Delay (d2), s/veh		2.7	0.2	0.2	1.0	20.7	1.7	9.9	0.4	0.0	0.2	0.9
Initial Q Delay(d3), s/veh		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		4.5	2.2	4.0	1.2	5.3	1.6	12.2	5.3	0.0	0.8	7.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh		53.7	45.1	26.0	62.1	83.9	37.5	62.9	19.1	0.0	54.3	28.4
LnGrp LOS		D	D	C	E	F	D	E	B		D	C
Approach Vol, veh/h			730			206			1254			1169
Approach Delay, s/veh			38.8			69.6			42.6			34.2
Approach LOS			D			E			D			C

Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	37.0	66.8	18.7	17.5	23.8	80.0		36.2				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	39.0	49.0	14.0	14.0	14.0	74.0		34.0				
Max Q Clear Time (g_c+I1), s	29.1	40.0	12.6	11.3	3.8	15.2		15.1				
Green Ext Time (p_c), s	1.9	3.9	0.1	0.2	0.0	4.0		1.7				

Intersection Summary	
HCM 7th Control Delay, s/veh	40.5
HCM 7th LOS	D

Notes

User approved ignoring U-Turning movement.

Unsignalized Delay for [NBR] is excluded from calculations of the approach delay and intersection delay.

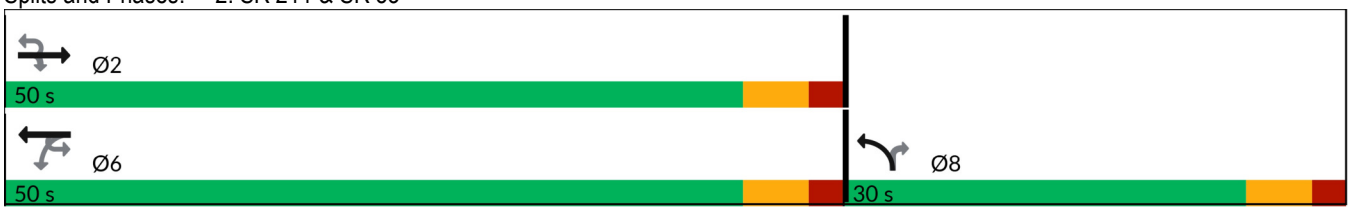


Movement	SBR
Lane Configurations	
Traffic Volume (veh/h)	462
Future Volume (veh/h)	462
Initial Q (Qb), veh	0
Lane Width Adj.	1.00
Ped-Bike Adj(A_pbT)	1.00
Parking Bus, Adj	1.00
Work Zone On Approach	
Adj Sat Flow, veh/h/ln	1826
Adj Flow Rate, veh/h	502
Peak Hour Factor	0.92
Percent Heavy Veh, %	5
Cap, veh/h	672
Arrive On Green	0.43
Sat Flow, veh/h	1547
Grp Volume(v), veh/h	502
Grp Sat Flow(s),veh/h/ln	1547
Q Serve(g_s), s	38.0
Cycle Q Clear(g_c), s	38.0
Prop In Lane	1.00
Lane Grp Cap(c), veh/h	672
V/C Ratio(X)	0.75
Avail Cap(c_a), veh/h	672
HCM Platoon Ratio	1.00
Upstream Filter(I)	1.00
Uniform Delay (d), s/veh	33.2
Incr Delay (d2), s/veh	7.4
Initial Q Delay(d3), s/veh	0.0
%ile BackOfQ(50%),veh/ln	15.1
Unsig. Movement Delay, s/veh	
LnGrp Delay(d), s/veh	40.6
LnGrp LOS	D
Approach Vol, veh/h	
Approach Delay, s/veh	
Approach LOS	
Timer - Assigned Phs	

Lane Group	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (vph)	2	483	515	1	184	1006	538	87
Future Volume (vph)	2	483	515	1	184	1006	538	87
Turn Type	Perm	NA	Perm	Perm	Perm	NA	Prot	Perm
Protected Phases		2				6	8	
Permitted Phases	2		2	6	6			8
Detector Phase	2	2	2	6	6	6	8	8
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Total Split (s)	50.0	50.0	50.0	50.0	50.0	50.0	30.0	30.0
Total Split (%)	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	37.5%	37.5%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0		6.0	6.0	6.0	6.0
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Min	Min	Min	Min	Min	Min	None	None
Act Effct Green (s)	26.2	26.2	26.2		26.2	26.2	15.2	15.2
Actuated g/C Ratio	0.48	0.48	0.48		0.48	0.48	0.28	0.28
v/c Ratio	0.01	0.35	0.58		0.52	0.64	0.61	0.21
Control Delay (s/veh)	8.0	9.4	3.4		15.9	12.5	21.2	6.2
Queue Delay	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.0	9.4	3.4		15.9	12.5	21.2	6.2
LOS	A	A	A		B	B	C	A
Approach Delay (s/veh)		6.3				13.0	19.1	
Approach LOS		A				B	B	

Intersection Summary		
Cycle Length: 80		
Actuated Cycle Length: 54.2		
Natural Cycle: 55		
Control Type: Actuated-Uncoordinated		
Maximum v/c Ratio: 0.64		
Intersection Signal Delay (s/veh): 11.8	Intersection LOS: B	
Intersection Capacity Utilization 62.3%	ICU Level of Service B	
Analysis Period (min) 15		

Splits and Phases: 2: SR 211 & SR 53



Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Group Flow (vph)	2	568	606	193	1048	578	94
v/c Ratio	0.01	0.35	0.58	0.52	0.64	0.61	0.21
Control Delay (s/veh)	8.0	9.4	3.4	15.9	12.5	21.2	6.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.0	9.4	3.4	15.9	12.5	21.2	6.2
Queue Length 50th (ft)	0	50	0	36	111	76	0
Queue Length 95th (ft)	3	97	32	109	219	171	32
Internal Link Dist (ft)		2207			2068	4517	
Turn Bay Length (ft)	290		180	190		260	
Base Capacity (vph)	330	2794	1353	640	2821	1607	696
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.01	0.20	0.45	0.30	0.37	0.36	0.14

Intersection Summary

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	483	515	1	184	1006	538	87
Future Volume (veh/h)	2	483	515	1	184	1006	538	87
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1796	1796		1781	1811	1856	1633
Adj Flow Rate, veh/h		568	606		192	1048	578	94
Peak Hour Factor		0.85	0.85		0.96	0.96	0.93	0.93
Percent Heavy Veh, %		7	7		8	6	3	18
Cap, veh/h		2020	901		345	2036	755	305
Arrive On Green		0.59	0.59		0.59	0.59	0.22	0.22
Sat Flow, veh/h		3503	1522		455	3532	3428	1384
Grp Volume(v), veh/h		568	606		192	1048	578	94
Grp Sat Flow(s),veh/h/ln		1706	1522		455	1721	1714	1384
Q Serve(g_s), s		5.2	17.2		22.8	11.4	10.1	3.6
Cycle Q Clear(g_c), s		5.2	17.2		28.0	11.4	10.1	3.6
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		2020	901		345	2036	755	305
V/C Ratio(X)		0.28	0.67		0.56	0.51	0.77	0.31
Avail Cap(c_a), veh/h		2351	1049		389	2370	1288	520
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		6.4	8.8		13.2	7.7	23.4	20.8
Incr Delay (d2), s/veh		0.1	1.4		1.4	0.2	1.7	0.6
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		1.3	4.0		1.8	2.8	3.8	1.1
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		6.5	10.2		14.7	7.9	25.0	21.4
LnGrp LOS		A	B		B	A	C	C
Approach Vol, veh/h		1174				1240	672	
Approach Delay, s/veh		8.4				8.9	24.5	
Approach LOS		A				A	C	

Timer - Assigned Phs	2					6		8
Phs Duration (G+Y+Rc), s	43.8					43.8		20.1
Change Period (Y+Rc), s	6.0					6.0		6.0
Max Green Setting (Gmax), s	44.0					44.0		24.0
Max Q Clear Time (g_c+I1), s	19.2					30.0		12.1
Green Ext Time (p_c), s	6.3					7.8		2.0

Intersection Summary	
HCM 7th Control Delay, s/veh	12.1
HCM 7th LOS	B

Notes
User approved ignoring U-Turning movement.

Intersection	
Intersection Delay, s/veh	7.1
Intersection LOS	A

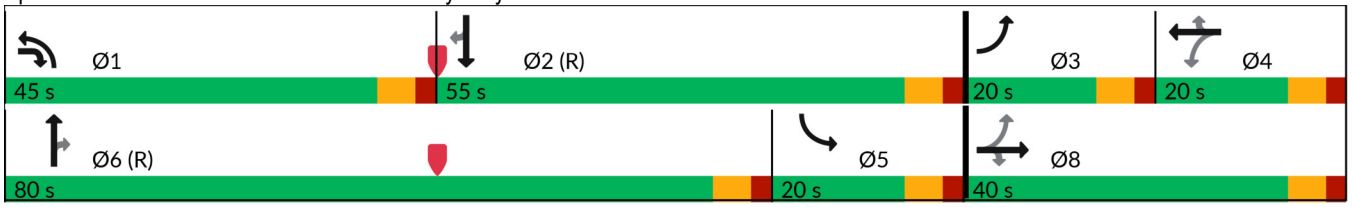
Approach	EB	WB	NB	SB
Entry Lanes	1	1	2	2
Conflicting Circle Lanes	2	2	2	2
Adj Approach Flow, veh/h	10	298	762	861
Demand Flow Rate, veh/h	10	315	800	917
Vehicles Circulating, veh/h	1098	609	133	185
Vehicles Exiting, veh/h	4	324	975	739
Ped Vol Crossing Leg, #/h	0	0	0	0
Ped Cap Adj	1.000	1.000	1.000	1.000
Approach Delay, s/veh	6.7	9.0	6.2	7.3
Approach LOS	A	A	A	A

Lane	Left	Left	Left	Right	Left	Right
Designated Moves	LTR	L	LT	TR	LT	TR
Assumed Moves	LTR	L	LT	TR	LT	TR
RT Channelized						
Lane Util	1.000	1.000	0.470	0.530	0.470	0.530
Follow-Up Headway, s	2.535	2.535	2.667	2.535	2.667	2.535
Critical Headway, s	4.328	4.328	4.645	4.328	4.645	4.328
A (Intercept)	1420	1420	1350	1420	1350	1420
B (Slope)	8.501e-4	8.501e-4	9.199e-4	8.501e-4	9.199e-4	8.501e-4
Entry Flow, veh/h	10	315	376	424	431	486
Cap Entry Lane, veh/h	558	846	1194	1268	1139	1213
Entry HV Adj Factor	1.000	0.946	0.953	0.953	0.939	0.939
Flow Entry, veh/h	10	298	358	404	405	457
Cap Entry, veh/h	558	801	1138	1209	1070	1140
V/C Ratio	0.018	0.372	0.315	0.334	0.379	0.401
Control Delay, s/veh	6.7	9.0	6.2	6.1	7.3	7.3
LOS	A	A	A	A	A	A
95th %tile Queue, veh	0	2	1	1	2	2

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	421	147	623	52	100	30	411	611	17	30	597	358
Future Volume (vph)	421	147	623	52	100	30	411	611	17	30	597	358
Turn Type	pm+pt	NA	pm+ov	Perm	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8	1		4		1	6		5	2	
Permitted Phases	8		8	4		4			6			2
Detector Phase	3	8	1	4	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Split (s)	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total Split (s)	20.0	40.0	45.0	20.0	20.0	20.0	45.0	80.0	80.0	20.0	55.0	55.0
Total Split (%)	14.3%	28.6%	32.1%	14.3%	14.3%	14.3%	32.1%	57.1%	57.1%	14.3%	39.3%	39.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead		Lead	Lag	Lag	Lag	Lead	Lead	Lead	Lag	Lag	Lag
Lead-Lag Optimize?	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	None	C-Max	C-Max	None	C-Max	C-Max
Act Effct Green (s)	32.3	32.3	64.8	12.3	12.3	12.3	26.5	83.7	83.7	10.9	63.2	63.2
Actuated g/C Ratio	0.23	0.23	0.46	0.09	0.09	0.09	0.19	0.60	0.60	0.08	0.45	0.45
v/c Ratio	0.90	0.37	0.52	0.52	0.68	0.11	0.74	0.33	0.02	0.24	0.42	0.44
Control Delay (s/veh)	69.9	47.6	20.2	77.4	82.3	0.8	60.7	16.4	0.1	63.0	28.1	5.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	69.9	47.6	20.2	77.4	82.3	0.8	60.7	16.4	0.1	63.0	28.1	5.8
LOS	E	D	C	E	F	A	E	B	A	E	C	A
Approach Delay (s/veh)		41.2			67.5			33.6			21.1	
Approach LOS		D			E			C			C	

Intersection Summary	
Cycle Length: 140	
Actuated Cycle Length: 140	
Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green	
Natural Cycle: 60	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.90	
Intersection Signal Delay (s/veh): 34.4	Intersection LOS: C
Intersection Capacity Utilization 65.5%	ICU Level of Service C
Analysis Period (min) 15	

Splits and Phases: 1: SR 211 & SR 347/Bayberry Dr

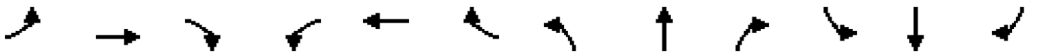




Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	448	156	663	57	110	33	467	694	19	33	649	389
v/c Ratio	0.90	0.37	0.52	0.52	0.68	0.11	0.74	0.33	0.02	0.24	0.42	0.44
Control Delay (s/veh)	69.9	47.6	20.2	77.4	82.3	0.8	60.7	16.4	0.1	63.0	28.1	5.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	69.9	47.6	20.2	77.4	82.3	0.8	60.7	16.4	0.1	63.0	28.1	5.8
Queue Length 50th (ft)	186	119	174	50	98	0	208	188	0	28	211	20
Queue Length 95th (ft)	#269	186	211	99	163	0	247	229	0	64	290	99
Internal Link Dist (ft)		1881			827			1407			3359	
Turn Bay Length (ft)	360		390			100	610		330	590		405
Base Capacity (vph)	500	448	1488	125	184	309	929	2074	886	180	1552	886
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.90	0.35	0.45	0.46	0.60	0.11	0.50	0.33	0.02	0.18	0.42	0.44

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	421	147	623	52	100	30	411	611	17	30	597	358
Future Volume (veh/h)	421	147	623	52	100	30	411	611	17	30	597	358
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1811	1856	1737	1900	1856	1900	1826	1841	1678	1900	1826	1826
Adj Flow Rate, veh/h	448	156	663	57	110	33	467	694	0	33	649	389
Peak Hour Factor	0.94	0.94	0.94	0.91	0.91	0.91	0.88	0.88	0.88	0.92	0.92	0.92
Percent Heavy Veh, %	6	3	11	0	3	0	5	4	15	0	5	5
Cap, veh/h	532	446	1037	117	181	157	540	1849		186	1634	729
Arrive On Green	0.10	0.24	0.24	0.10	0.10	0.10	0.16	0.53	0.00	0.10	0.47	0.47
Sat Flow, veh/h	3346	1856	2591	678	1856	1610	3374	3497	1422	1810	3469	1547
Grp Volume(v), veh/h	448	156	663	57	110	33	467	694	0	33	649	389
Grp Sat Flow(s),veh/h/ln	1673	1856	1295	678	1856	1610	1687	1749	1422	1810	1735	1547
Q Serve(g_s), s	14.0	9.8	28.9	11.6	8.0	2.1	18.9	16.3	0.0	2.3	17.0	24.9
Cycle Q Clear(g_c), s	14.0	9.8	28.9	11.6	8.0	2.1	18.9	16.3	0.0	2.3	17.0	24.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	532	446	1037	117	181	157	540	1849		186	1634	729
V/C Ratio(X)	0.84	0.35	0.64	0.49	0.61	0.21	0.86	0.38		0.18	0.40	0.53
Avail Cap(c_a), veh/h	532	451	1044	119	186	161	940	1849		186	1634	729
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	52.5	44.1	33.8	62.3	60.6	36.5	57.3	19.4	0.0	57.4	24.1	26.2
Incr Delay (d2), s/veh	11.6	0.5	1.3	3.1	5.4	0.7	4.3	0.6	0.0	0.5	0.7	2.8
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	4.5	9.0	2.1	4.1	1.1	8.2	6.5	0.0	1.1	7.0	9.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	64.1	44.6	35.1	65.3	66.1	37.1	61.6	20.0	0.0	57.9	24.8	29.0
LnGrp LOS	E	D	D	E	E	D	E	B		E	C	C
Approach Vol, veh/h		1267			200			1161			1071	
Approach Delay, s/veh		46.5			61.1			36.7			27.3	
Approach LOS		D			E			D			C	

Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	28.4	71.9	20.0	19.6	20.4	80.0		39.6				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	39.0	49.0	14.0	14.0	14.0	74.0		34.0				
Max Q Clear Time (g_c+I1), s	20.9	26.9	16.0	13.6	4.3	18.3		30.9				
Green Ext Time (p_c), s	1.5	5.6	0.0	0.0	0.0	5.0		1.2				

Intersection Summary	
HCM 7th Control Delay, s/veh	38.7
HCM 7th LOS	D

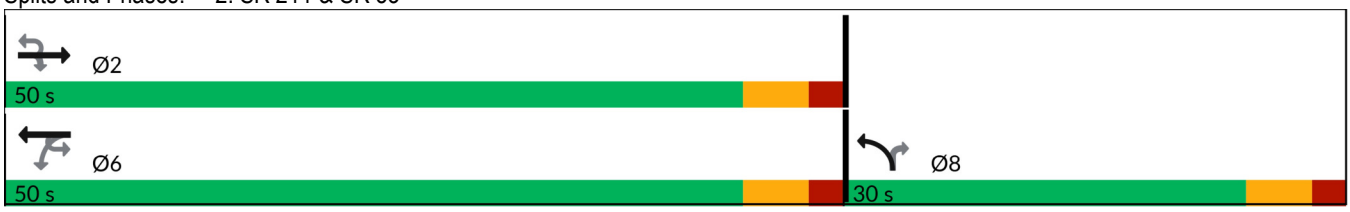
Notes

Unsignalized Delay for [NBR] is excluded from calculations of the approach delay and intersection delay.

Lane Group	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (vph)	2	986	507	1	122	736	559	186
Future Volume (vph)	2	986	507	1	122	736	559	186
Turn Type	Perm	NA	Perm	Perm	Perm	NA	Prot	Perm
Protected Phases		2				6	8	
Permitted Phases	2		2	6	6			8
Detector Phase	2	2	2	6	6	6	8	8
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Total Split (s)	50.0	50.0	50.0	50.0	50.0	50.0	30.0	30.0
Total Split (%)	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	37.5%	37.5%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0		6.0	6.0	6.0	6.0
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Min	Min	Min	Min	Min	Min	None	None
Act Effct Green (s)	34.4	34.4	34.4		34.4	34.4	17.4	17.4
Actuated g/C Ratio	0.53	0.53	0.53		0.53	0.53	0.27	0.27
v/c Ratio	0.01	0.64	0.55		0.76	0.42	0.66	0.48
Control Delay (s/veh)	8.0	12.8	3.0		45.1	10.0	25.9	19.4
Queue Delay	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.0	12.8	3.0		45.1	10.0	25.9	19.4
LOS	A	B	A		D	A	C	B
Approach Delay (s/veh)		9.5				15.0	24.3	
Approach LOS		A				B	C	

Intersection Summary	
Cycle Length: 80	
Actuated Cycle Length: 64.5	
Natural Cycle: 65	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.76	
Intersection Signal Delay (s/veh): 14.3	Intersection LOS: B
Intersection Capacity Utilization 65.0%	ICU Level of Service C
Analysis Period (min) 15	

Splits and Phases: 2: SR 211 & SR 53





Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Group Flow (vph)	2	1160	596	128	767	601	200
v/c Ratio	0.01	0.64	0.55	0.76	0.42	0.66	0.48
Control Delay (s/veh)	8.0	12.8	3.0	45.1	10.0	25.9	19.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.0	12.8	3.0	45.1	10.0	25.9	19.4
Queue Length 50th (ft)	0	160	0	37	90	118	47
Queue Length 95th (ft)	3	234	32	#149	147	182	112
Internal Link Dist (ft)		2207			2068	4517	
Turn Bay Length (ft)	290		180	190		260	
Base Capacity (vph)	456	2418	1250	227	2441	1343	580
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.00	0.48	0.48	0.56	0.31	0.45	0.34

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	986	507	1	122	736	559	186
Future Volume (veh/h)	2	986	507	1	122	736	559	186
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1796	1796		1781	1811	1856	1633
Adj Flow Rate, veh/h		1160	596		127	767	601	200
Peak Hour Factor		0.85	0.85		0.96	0.96	0.93	0.93
Percent Heavy Veh, %		7	7		8	6	3	18
Cap, veh/h		2082	929		206	2099	766	309
Arrive On Green		0.61	0.61		0.61	0.61	0.22	0.22
Sat Flow, veh/h		3503	1522		260	3532	3428	1384
Grp Volume(v), veh/h		1160	596		127	767	601	200
Grp Sat Flow(s),veh/h/ln		1706	1522		260	1721	1714	1384
Q Serve(g_s), s		14.5	18.1		29.5	8.1	11.9	9.5
Cycle Q Clear(g_c), s		14.5	18.1		44.0	8.1	11.9	9.5
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		2082	929		206	2099	766	309
V/C Ratio(X)		0.56	0.64		0.62	0.37	0.78	0.65
Avail Cap(c_a), veh/h		2082	929		206	2099	1141	461
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		8.3	9.0		23.7	7.1	26.4	25.4
Incr Delay (d2), s/veh		0.3	1.5		5.4	0.1	2.2	2.3
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		3.8	4.6		2.4	2.1	4.6	3.0
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		8.6	10.5		29.1	7.2	28.5	27.7
LnGrp LOS		A	B		C	A	C	C
Approach Vol, veh/h		1756				894	801	
Approach Delay, s/veh		9.3				10.3	28.3	
Approach LOS		A				B	C	

Timer - Assigned Phs	2					6		8
Phs Duration (G+Y+Rc), s	50.0					50.0		22.1
Change Period (Y+Rc), s	6.0					6.0		6.0
Max Green Setting (Gmax), s	44.0					44.0		24.0
Max Q Clear Time (g_c+I1), s	20.1					46.0		13.9
Green Ext Time (p_c), s	11.4					0.0		2.2

Intersection Summary	
HCM 7th Control Delay, s/veh	14.0
HCM 7th LOS	B

Notes
User approved ignoring U-Turning movement.

Intersection	
Intersection Delay, s/veh	8.0
Intersection LOS	A

Approach	EB	WB	NB	SB
Entry Lanes	1	1	2	2
Conflicting Circle Lanes	2	2	2	2
Adj Approach Flow, veh/h	8	347	952	649
Demand Flow Rate, veh/h	8	366	999	692
Vehicles Circulating, veh/h	899	788	146	217
Vehicles Exiting, veh/h	10	357	761	937
Ped Vol Crossing Leg, #/h	0	0	0	0
Ped Cap Adj	1.000	1.000	1.000	1.000
Approach Delay, s/veh	5.6	12.9	7.3	6.3
Approach LOS	A	B	A	A

Lane	Left	Left	Left	Right	Left	Right
Designated Moves	LTR	L	LT	TR	LT	TR
Assumed Moves	LTR	L	LT	TR	LT	TR
RT Channelized						
Lane Util	1.000	1.000	0.470	0.530	0.470	0.530
Follow-Up Headway, s	2.535	2.535	2.667	2.535	2.667	2.535
Critical Headway, s	4.328	4.328	4.645	4.328	4.645	4.328
A (Intercept)	1420	1420	1350	1420	1350	1420
B (Slope)	8.501e-4	8.501e-4	9.199e-4	8.501e-4	9.199e-4	8.501e-4
Entry Flow, veh/h	8	366	470	529	325	367
Cap Entry Lane, veh/h	661	727	1180	1254	1106	1181
Entry HV Adj Factor	1.000	0.948	0.952	0.954	0.939	0.937
Flow Entry, veh/h	8	347	447	505	305	344
Cap Entry, veh/h	661	689	1123	1196	1038	1107
V/C Ratio	0.012	0.504	0.398	0.422	0.294	0.311
Control Delay, s/veh	5.6	12.9	7.3	7.3	6.4	6.3
LOS	A	B	A	A	A	A
95th %tile Queue, veh	0	3	2	2	1	1

APPENDIX D:

TURN LANE EVALUATIONS

GDOT Turn Lane Evaluations

ID	Intersection	Movement / Turn Lane	Turn Volume	GDOT Criteria	GDOT Criteria met?	Personal Vehicle Distribution	Truck Distribution	Volume	Threshold
3	SR 211 & Site Driveway	SBL	1608 LT/Day	250 LT/Day	YES	40%	55%	1,608	250
		NBR	2237 RT/Day	75 RT/Day	YES	60%	45%	2,237	75
		NBR	58 LT/Day	250 LT/Day	NO	50%	0%	58	250

		TOTAL	IN	OUT
Personal Vehicles	**Daily**	**6,754**	**3,377**	**3,377**
	AM Peak Hour	503	245	258
	PM Peak Hour	558	263	295
Trucks	**Daily**	**936**	**468**	**468**
	AM Peak Hour	34	18	16
	PM Peak Hour	52	27	25

4.9.1.1 Minimum Requirements for Right Turn Deceleration Lanes

Right turn deceleration lanes must be constructed at no cost to the Department if the daily site generated Right Turn Volumes (RTV) based on ITE Trip Generation (assuming a reasonable distribution of entry volumes) meet or exceed the values shown in Table 4-6. Passing lane sections fall under the criteria for two or more lanes.

Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	AADT		AADT	
	< 6000	>=6000	<10000	>=10000
35 MPH or Less	200 RTV a day	100 RTV a day	200 RTV a day	100 RTV a day
40 to 50 MPH	150 RTV a day	75 RTV a day	150 RTV a day	75 RTV a day
55 to 60 MPH	100 RTV a day	50 RTV a day	100 RTV a day	50 RTV a day
>= 65 MPH	Always	Always	Always	Always

Table 4-6 Minimum Volumes Requiring Right Turn Lanes

Condition 1

LEFT TURN REQUIREMENTS-FULL CONSTRUCTION				
Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	ADT		ADT	
	<6,000	>=6,000	<10,000	>=10,000
35 MPH or Less	300 LTV a day	200 LTV a day	400 LTV a day	300 LTV a day
40 to 50 MPH	250 LTV a day	175 LTV a day	325 LTV a day	250 LTV a day
>= 55 MPH	200 LTV a day	150 LTV a day	250 LTV a day	200 LTV a day

APPENDIX E:

INTERSECTION CONTROL EVALUATION (ICE)

GDOT INTERSECTION CONTROL EVALUATION (ICE) TOOL

ICE Version 2.3| Revised 11/13/2023

GDOT PI#:	N/A	Request By:	GDOT		
County:	Hall	GDOT District: 1 - Gainesville			
Major Road:	SR 211	Road Class:	Minor Arterial	Speed Limit:	45 mph
Crossing Road:	Ridgemoor/Site	Road Class:	Local	Speed Limit:	< 35 mph
Major Rd Direction:	North/South	Area Type:	Suburb/Transition		
Intersection Control:	New Intersection or Other			Project ID:	N/A
Prepared By:	NV5			Date:	4/1/2025
Project Purpose:	Evaluate different intersection control for a new driveway for a Mixed-Use Development of Residential & Industrial				

Existing Data Year:	2025
Project Opening Year:	2030
Project Design Year:	2050
Annual Growth Rate:	2.4%
K Factor*:	10%

* K Factor = Proportion of average annual daily traffic occurring in the highest one hour of the day

APPROACH SPLITS:

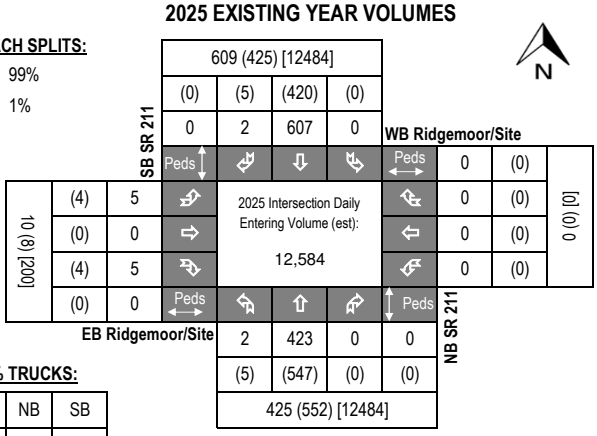
SR 211: 99%

Ridgemoor/Site: 1%

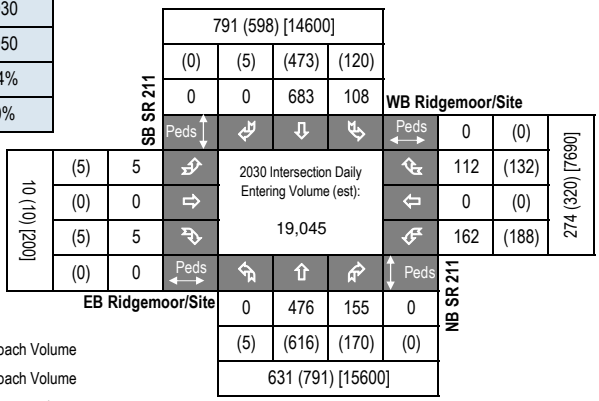
PEAK HR % TRUCKS:

EB	WB	NB	SB
1%	1%	5%	5%

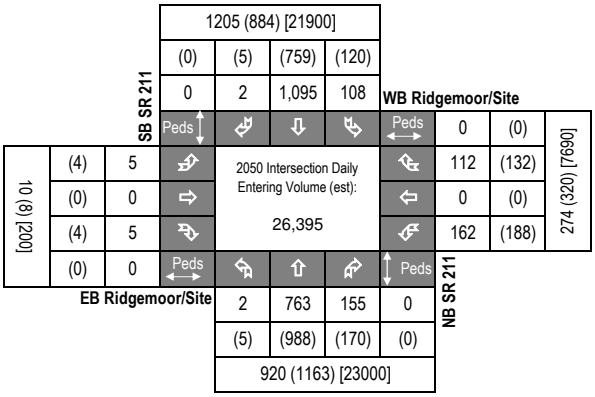
2025 EXISTING YEAR VOLUMES



2030 OPENING YEAR VOLUMES



2050 DESIGN YEAR VOLUMES



LEGEND:

000 = AM Peak Approach Volume

(000) = PM Peak Approach Volume

[000] = ADT Volume (Estimate)

Introduction: In 2005, SAFETEA-LU established the Highway Safety Improvement Program (HSIP) and mandated that each state prepare a Strategic Highway Safety Plan (SHSP) to prioritize safety funding investments. Intersections quickly became a common component of most states' SHSP emphasis areas and HSIP project lists, including Georgia's SHSP. Intersection Control Evaluation (ICE) policies and procedures represent a traceable and transparent procedure to streamline the evaluation of intersection control alternatives, and further leverage safety advancements for intersection improvements beyond just the safety program. Approximately one-third of all traffic fatalities and roughly seventy five percent of all traffic crashes in Georgia occur at or adjacent to intersections. Accordingly, the Georgia SHSP includes an emphasis on enhancing intersection safety to advance the *Toward Zero Deaths* vision embraced by the Georgia Governor's Office of Highway Safety (GOHS). This ICE tool was developed to support the ICE policy, developed and adopted to help ensure that intersection investments across the entire Georgia highway system are selected, prioritized and implemented with defensible benefits for safety towards those ends.

Tool Goal: The goal of this ICE tool is to provide a simplified and consistent way of importing traffic, safety, cost, environmental impact and stakeholder posture data to assess and quantify intersection control improvement benefits. The tool supports the ICE policy and procedures to provide traceability, transparency, consistency and accountability when identifying and selecting an intersection control solution that both meets project purpose and reflects overall best value in terms of specific performance-based criteria.

Requirements: An ICE is required for any intersection improvement (e.g. new or modified intersection, widening/reconstruction or corridor project, or work accomplished through a driveway or encroachment permit that affects an intersection) where: **1)** the intersection includes at least one roadway designated as a State Route (State Highway System) or as part of the National Highway System; or **2)** the intersection will be designed or constructed using State or Federal funding. In certain circumstances where an ICE would otherwise be required, the requirement may be waived based on appropriate evidence presented with a written request. (See the "**Waiver**" tab to review criteria that may make a project waiver eligible and for instructions to submit a waiver request to the Department). An ICE is not required when the proposed work does not include any changes to the intersection design, involves only routine traffic signal timing and equipment maintenance, or for driveway permits where the driveway is not a new leg to an already existing intersection on either 1) a divided, multi-lane highway with a closed median and only right-in/right-out access or 2) an undivided roadway where the development is not required to construct left and/or right turn lanes (as per the Driveway Manual and District Traffic Engineer).

Two-Stage Process: A complete ICE process consists of two (2) distinct stages, and it is expected that the respective level of effort for completing both stages of ICE will correspond to the magnitude and complexity of the intersection. Prior to starting an ICE, the District Traffic Engineer and/or State Traffic Engineer should be consulted for advice on an appropriate level of effort. The Stage 1 and Stage 2 ICE forms are designed minimize required data inputs using drop-down menu choices and limiting text entry. All fields shaded grey include drop down menu choices and all fields shaded blue require data entry. All other cells in the worksheet are locked.

Stage 1: Screening Decision Record Stage 1 should be conducted early in the project development process and is intended to inform which alternatives are worthy of further evaluation in Stage 2. Stage 1 serves as a screening effort meant to *eliminate* non-competitive options and identify which alternatives merit further considerations based on their practical feasibility. Users should use good engineering judgement in responding to the seven policy questions by selecting "Yes" or "No" in the drop-down boxes. Alternatives should not be summarily eliminated without due consideration, and reasons for eliminating or advancing an alternative should be documented in the "Screening Decision Justification" column.

Stage 2: Alternative Selection Decision Record Stage 2 involves a more detailed and familiar evaluation of the alternatives identified in Stage 1 in order to support the selection of a preferred alternative that may be advanced to detailed design. Stage 2 data entry may require the use of external analysis tools to determine costs, operations and/or safety data that, combined with environmental and stakeholder posture data, form the basis of the ICE evaluation. A separate "CostEst" worksheet tab helps users develop pre-planning-level cost estimates for each Stage 2 alternative evaluated, and a separate Users Guide has been prepared to give guidance on Stage 1 and Stage 2 data entry. Once all data is entered, each alternative is scored and ranked, with the results reported at the bottom of the Stage 2 worksheet to inform on the best of the intersection controls evaluated for project recommendation.

Documentation: A complete ICE document consists of the combination of the outputs from either a completed and signed waiver form or both Stage 1 and Stage 2 worksheets (along with supporting costing and/or environmental documentation), to be included in the approved project Concept Report (or equivalent) or as a stand-alone document.

GDOT ICE STAGE 1: SCREENING DECISION RECORD

ICE Version 2.3| Revised 11/13/2023

GDOT PI #	N/A
Project Location:	SR 211 @ Ridgemoor/Site
Existing Control:	New Intersection or Other
Prepared by:	NV5
Date:	4/1/2025

Answer "Yes" or "No" to each policy question for each control type to identify which alternatives should be evaluated in the Stage 2 Decision Record; enter justification in the rightmost column

Note: Up to 5 alternatives may be selected and evaluated; Use this ICE Stage 1 to screen 5 or fewer alternatives to evaluate in Stage 2

	Intersection Alternative (see "Intersections" tab for detailed description of intersection/interchange type)	1. Does alternative address the project need in a balanced manner and in scale with the project?	2. Does alternative improve safety performance in terms of reducing severe crashes?	3. Does alternative incorporate safety, convenience and accessibility for pedestrians and/or bicyclists?	4. Does alternative improve (or preserve) traffic operations (congestion, delay, reliability, etc.)?	5. Does alternative appear feasible given the site characteristics, constrains & location context?	6. Does alternative appear feasible with respect to other project factors?	7. Overall feasible alternative (select alternative for further evaluation in Stage 2)?	**Screening Decision Justification:**
Unsignalized Intersections	Conventional (Minor Stop)	**Yes**	**No**	**No**	**No**	**No**	**Yes**	**Yes**	Works with existing conditions, but future conditions propose a median
	Conventional (All-Way Stop)	No	No	No	No	No	No	No	Causes too much delay to SR 211
	Mini Roundabout	No	No	No	No	No	No	No	Not applicable to the widened highway
	Single Lane Roundabout	No	No	No	No	No	No	No	Not applicable to the widened highway
	Multilane Roundabout	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	Safest for side street traffic; eliminates U-turns for trucks
	RCUT (stop control)	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**Yes**	**Yes**	Currently proposed by PI 0007233
	RIRO w/down stream U-Turn	No	No	No	No	No	No	No	Not significantly different from an RCUT
	High-T (unsignalized)	No	No	No	No	No	No	No	Out of scale of the project
	Offset-T Intersections	No	No	No	No	No	No	No	Not applicable
	Diamond Interch (Stop Control)	No	No	No	No	No	No	No	Not an Interchange
	Diamond Interch (RAB Control)	No	No	No	No	No	No	No	Not an Interchange
	No LT Lane Improvements No RT Lane Improvements	No	No	No	No	No	No	No	
	Other unsignalized (provide description):	No	No	No	No	No	No	No	
Signalized Intersections	Traffic Signal	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	Safest for trucks
	Median U-Turn (Indirect Left)	No	No	No	No	No	No	No	Out of scale of the project
	RCUT (signalized)	No	No	No	No	No	No	No	Not a significant improvement over unsignalized R-Cut
	Displaced Left Turn (CFI)	No	No	No	No	No	No	No	Out of scale of the project
	Continuous Green-T	No	No	No	No	No	No	No	Many driveways on west side of the roadway impacted
	Jughandle	No	No	No	No	No	No	No	Out of scale of the project
	Quadrant Roadway	No	No	No	No	No	No	No	Out of scale of the project
	Diamond Interch (Signal Control)	No	No	No	No	No	No	No	Not an Interchange
	Diverging Diamond	No	No	No	No	No	No	No	Not an Interchange
	Single Point Interchange	No	No	No	No	No	No	No	Not an Interchange
	No LT Lane Improvements No RT Lane Improvements	No	No	No	No	No	No	No	
	Other Signalized (provide description):	No	No	No	No	No	No	No	

= Intersection type selected for more detailed analysis in Stage 2 Alternative Selection Decision Record

GDOT ICE STAGE 2: ALTERNATIVE SELECTION DECISION RECORD

ICE Version 2.3| Revised 11/13/2023

Project Location: SR 211 @ Ridgemoor/Site
Existing Intersection Control: New Intersection or Other
Type of Analysis: Conventional Non-Safety Funded Project

District: 1 - Gainesville
County: Hall
Area: Suburb/Transitic

GDOT PI #: N/A
Prepared by: NV5
Date: 4/1/2025

Opening / Design Year Traffic Operations

Intersection meets signal/AWS warrants?	Meets Signal Warrants	
Traffic Analysis Measure of Effectiveness	Intersection Delay	
Traffic Analysis Software Used	Synchro	
Analysis Time Period	AM Peak Hr	PM Peak Hr
2030 Opening Yr No-Build Peak Hr Intersection Delay	0.0 sec	0.0 sec
2030 Opening Yr No-Build Peak Hr Intersection V/C	0.00	0.00
2050 Design Yr No-Build Peak Hr Intersection Delay	0.0 sec	0.0 sec
2050 Design Yr No-Build Peak Hr Intersection V/C ratio	0.00	0.00

Complete Streets Warrants Met?

- ☐ PEDESTRIANS
- ☐ BICYCLES
- ☐ TRANSIT

Crash Data: Enter most recent 5 years of crash data	Crash Severity K*	A*	B*	C*	O	Years: 5
Angle	0	0	0	0	0	#DIV/0!
Head-On	0	0	0	0	0	#DIV/0!
Rear End	0	0	0	0	0	#DIV/0!
Sideswipe - same	0	0	0	0	0	#DIV/0!
Sideswipe - opposite	0	0	0	0	0	#DIV/0!
Not Collision w/Motor Veh	0	0	0	0	0	#DIV/0!
TOTALS:	0	0	0	0	0	0

Crash Type

* Number of crashes resulting in injuries / fatalities, not number of persons

Alternatives Analysis:

	Alternative 1	Alternative 2	Alternative 3	Alternative 4	Alternative 5
Proposed Control Type/Improvement:	Conventional (Minor Stop)	Multilane Roundabout	RCUT (stop control)	Traffic Signal	N/A
Project Cost: (From CostEst Worksheet)	*Additional description here*	*Additional description here*	*Additional description here*	*Add LT bay(s) on major ST*	*Additional description here*
Construction Cost	$0	$1,770,000	$693,000	$283,000	
ROW Cost	$0	$0	$0	$0	
Environmental Cost	$0	$0	$0	$0	
Reimbursable Utility Cost	$0	$22,000	$10,000	$5,000	
Design & Contingency Cost	$0	$683,000	$231,000	$127,000	
Cost Adjustment (justification req'd)	0%	0%	0%	0%	
Total Cost	$0	$2,475,000	$934,000	$415,000	
Traffic Operations:		*User Cost Override*			
Traffic Analysis Software Used	Synchro	Synchro	Synchro	Synchro	
Analysis Period	AM Peak Hr / PM Peak Hr	AM Peak Hr / PM Peak Hr	AM Peak Hr / PM Peak Hr	AM Peak Hr / PM Peak Hr	
2050 Design Yr Build Intersection Delay	500.0 sec / 500.0 sec	10.1 sec / 10.5 sec	20.0 sec / 30.8 sec	10.4 sec / 11.9 sec	
2050 Design Yr Build Intersection V/C	2.92 / 3.67	0.61 / 0.66	0.56 / 0.73	0.67 / 0.72	
Safety Analysis:					
Predefined CRF: PDO	0%	0%	0%	0%	
Predefined CRF: Fatal/Inj	0%	0%	0%	0%	
Predefined CRF Source:	CRF unavailable; provide user defined CRF below	CRF unavailable; provide user defined CRF below	CRF unavailable; provide user defined CRF below	CRF unavailable; provide user defined CRF below	
User Defined CRF: PDO					
User Defined CRF: Fatal/Inj					
User Defined CRF Source (write in if applicable):					
Environmental Impacts:[1]					
Historic District/Property	None	None	None	None	
Archaeology Resources	None	None	None	None	
Graveyard	None	None	None	None	
Stream	None	None	None	None	
Underground Tank/Hazmat	None	None	None	None	
Park Land	None	None	None	None	
EJ Community	None	None	None	None	
Wooded Area	None	None	None	None	
Wetland	None	None	None	None	
Stakeholder Posture:	*Note: If environmental impact is significant (**RED**), provide justification impact won't jeopardize project delivery using "Env" worksheet*				
	[1] *Environmental impacts are only preliminary estimates; detailed environmental impact documentation will be included with project concept report*				
Local Community Support	Unknown	Unknown	Unknown	Unknown	
GDOT Support	Unknown	Unknown	Unknown	Unknown	
Final ICE Stage 2 Score:	-4.6	3.4	4.5	5.3	
Rank of Control Type Alternatives:	4	3	2	1	
Final Intersection Control Selection:	**3 - Multilane Roundabout**				

Note: Stage 2 score is not given (shown as "-") if signal or AWS is selected as control type but respective warrants are not met

Provide additional comments and/or explain any unique analysis inputs, or results (as necessary): The development is not expected to warrant a traffic signal until full-build out, so a signal may not be the best solution. A roundabout is considered safer for the expected heavy truck movements that are expected from the industrial portion of the development. It is noted that the developer will likely contribute right-of-way for the roundabout.

GDOT INTERSECTION CONTROL EVALUATION (ICE) WAIVER FORM

ICE Version 2.3| Revised 11/13/2023

Waiver Request - Level 2 / 3

In certain circumstances where an ICE would otherwise be required, an ICE may be waived based on appropriate evidence presented with a written request. Scenarios in which an ICE waiver request may be considered include:

1. Proposed improvements do not substantially alter the character of the intersection, and are considered minor in nature, such as extending existing turn lane(s) or modifying signal phasing at an existing traffic signal
2. The intersection consists of a public roadway intersecting a divided, multilane roadway where the access will be limited to a closed median with only right-in/right-out access that will operate acceptably; or
3. The intersection is along an undivided, two-lane roadway that will not be widened and meets the following criteria:
   - Low risk in terms of exposure (total intersection entering volume less than 1,000 vehicles /day)
   - Latest 5 years of crash history is not indicative of a crash problem (no discernible crash patterns coupled with low crash frequency and severity)
   - Layout has no unusual or undesirable geometric features (such as restricted sight distance)
   - The proposed changes are not expected to adversely affect safety

If only one alternative is determined to be feasible from the ICE Stage 1, then a waiver may be submitted in lieu of completing ICE Stage 2. The waiver must clearly explain why there is no other feasible alternative. A Waiver Form should also be submitted to document an agreed upon decision to select a preferred alternative other than the highest scoring alternative in Stage 2.

ICE waiver forms with supporting documentation should be submitted for approval to the Office of Traffic Operations or District Engineer (depending on Waiver level). Questions regarding the waiver process should be routed to the State Traffic Engineer.

Project Information:

Location: SR 211 @ Ridgemoor/Site
County: Hall
GDOT District: 1 - Gainesville
Area Type: Suburb/Transition
Existing Intersection Control: New Intersection or Other

GDOT PI # (or N/A): N/A
Requested By: GDOT
Prepared By: NV5
Date: 4/1/2025
Waiver Request Type: Driveway Permit

Traffic and Operations Data:[1,2]

Intersection meets signal/AWS warrants?	Meets Signal Warrants	
Traffic Analysis Type:	Intersection Delay	
Existing Major Street Avg Daily Traffic (ADT):	12,484	
Existing Minor Street Avg Daily Traffic (ADT):	0	
Analysis Period:	AM Peak	PM Peak
2030 Opening Yr Peak Hour Intersection Delay:	7.1 sec	0.7 sec
2030 Opening Yr Peak Hour Intersection V/C:	0.40	0.47
2050 Design Yr Peak Hour Intersection Delay:	10.1 sec	10.5 sec
2050 Design Yr Peak Hour Intersection V/C:	0.61	0.66

Crash Data (Required):[3]

Crash Type	Crash Data: Enter most recent 5 years of crash data	Crash Severity K*	A*	B*	C*	O	Years: 5
	Angle	0	0	0	0	0	#DIV/0!
	Head-On	0	0	0	0	0	#DIV/0!
	Rear End	0	0	0	0	0	#DIV/0!
	Sideswipe - same	0	0	0	0	0	#DIV/0!
	Sideswipe - opposite	0	0	0	0	0	#DIV/0!
	Not Collision w/Motor Veh	0	0	0	0	0	#DIV/0!
	TOTALS:	0	0	0	0	0	0

* Number of crashes resulting in injuries / fatalities, not number of persons

Description of Work / Justification for Waiver (Required): A mixed-use development consisting of just over 1.7M sq.ft. of warehousing, 350 townhomes, and 350 apartments is proposed on the east side of SR 211 north of Union Church Road. The addition of heavy trucks wanting to head south from the site towards I-85 presents a safety concern for the area, and a Multilane Roundabout would be the safest option to allow vehicles to move efficiently through the new intersection.

Proposed Intersection Control: Multilane Roundabout

REQUESTED BY: _____ Date: _____

Title: _____

APPROVED BY: _____ Date: _____

Name: _____

District Engineer or (Approved Delegate)

[1] *Analysis data input on this worksheet is for proposed control & configuration on form, not the No-Build data shown on the top of Stage 2*

[2] *ADT's required if available (from data collected or nearest GDOT count station site); Capacity data optional unless needed to justify basis of the waiver request.*

[3] *Crash data (required for all existing intersections) must be entered here independent from Stage 2 worksheet inputs (not linked)*

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

Project Narrative for

5401 Old Winder Highway – 80.0 +/- Acres

Amended 04/04/2025

LOCATION – 5401 Old Winder Highway (Hwy 211)
Braselton, GA 30517

ACERAGE – 80.0 +/- Acres

APPLICANT – K2P Land Partners, LLC

CURRENT ZONING – AR-1

PROPOSED ZONING – R-MF (Residential – Multi-Family)

Summary

The accompanying application seeks a rezoning on the existing AR-1 zoned parcel 15039A000007, on 80.0+/- acres located on 5401 Old Winder Highway in Braselton, Hall County, Georgia. The intent is to develop a residential community consisting of approximately 350 multi-family units, and a mixture of 350 townhomes and stacked cottages. All multi-family units will be available for rent, and all other units will be available for purchase. The density will be approximately 9 units per acre and shall not exceed 12 units per acre in accordance with the R-MF density standard set forth in the 2025 Hall County, Georgia Unified Development Code.

Site Description

The tract has is located along Georgia State Route 211 (Old Winder Highway). The overall tract is mostly rectangular in shape. Domestic water is provided by the City of Gainesville. Hall County will serve the site for sewer services. There are no known impediments to its successful development for the purposes intended. All roads shall be designed and constructed to Hall County standards and dedicated to Hall County at the expense of the Applicant. Thereafter, all roadways within this development shall be designated as public and shall be maintained by Hall County. Entrance will comply with all state DOT requirements.

Adjacencies

The property abuts AR-1 and PCD to the North, PCD and PRD to the South, PCD to the East, and State Route 211 is located to the West, along with AR-1 and PCFD zonings.

Architectural Materials & Site Improvements

The builder intends to build:

- Apartment Project: Will not exceed 350 units total in 7 Multi-Family Buildings
  - The four buildings to the West will be 75' x 240'split level, consisting of 3 stories above ground-level and 4 stories if the first floor is below ground-level.
  - The three Multi-Family buildings located to the East of the other Multi-Family buildings will be 75' x 400' split level, consisting of 3 stories above ground-level and 4 stories if the first floor is below ground-level.
- Single Family Attached Townhomes and Stacked Cottages
  - Will not exceed 350 units
- Front facades and sides of each townhome and stacked cottage shall be composed of brick, stone, or a combination of the two, excluding gables, which shall be composed of a masonry product.
- Vinyl siding is prohibited.
- The garage door shall constitute no more than 70% of the width of the individual townhome or stacked cottage unit.
- All residential driveways shall measure no less than 22ft from the right of way to the front of the garage door.
- The development shall feature internal sidewalks, no less than 5ft in width, constructed on both sides of all internal streets.
- Final review and approval of building elevations is subject to the Director or Assistant Director of Planning and Development, or their designee.
- Sodded yards (4 sides)
- Speed tables in coordination with Hall County Engineering

Conditions

- There shall be a mandatory Homeowners Association (HOA).
- The amenity area shall include:
  - Apartments – guest parking, outdoor pavilion, picnic area, pool, playground, mail kiosk, and pickleball court. The amenity areas shall be completed at 50% of final build-out.
  - Stacked Cottages – guest parking, outdoor pavilion, picnic area, playground, and mail kiosk. The amenity areas shall be completed at 50% of final build-out.

- The following language shall be places upon the final plat of the 80-acre R-MF project: "Owners and users of this property are informed of motor raceway venues nearby, and should expect noise, crowds, and other effects associated with such venues." All conditions of zoning shall be made part of any plats created for the development.
- The development shall be designed so that all state waters and required buffers (50ft and 75ft) do not encroach on any individual townhome or stacked cottage.
- All designated open space within the development shall be commonly held and shall not be individually held by any homeowner.

Parking

All parking shall comply with the standards set forth in the 2025 Hall County, Georgia Unified Development Code as follows:

Townhome and Stacked Cottage Parking	2 spaces per dwelling unit plus 1 guest space for every 4 dwelling units
Multi-Family Parking	2 spaces per dwelling unit plus 1 guest space for every 15 dwelling units

Internal Signage

The Developer and/or Builder shall be allowed to post permanent directional signs and monuments within the Community to direct traffic to sales and recreation centers and to identify differing residential areas. All permanent internal signage must be outside of any Right of Way or Utility Easement with a Landscape and Signage easement recorded on the Final Plat. Temporary Sales and Marketing signs not exceeding 32 square feet per sign face and 8 feet in height may be used along the property frontage of Old Winder Highway.

Model Home Permits

The development shall be limited to a maximum of one (1) townhome building and one (1) stacked cottage prior to approval and recording of the Final Plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided, and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permit shall be issued prior to Final Plat recording.

Sales and Construction Trailers

Applicant is requesting the ability to install one leasing trailer for apartments, one sales trailer for the townhomes and stacked cottages, and two constructions trailer with associated parking areas in locations to be determined at the time of final plat approval.

Entry Monument Signage

Applicant is requesting permission for an entry monument type of sign with a natural stone base with a sign size (monument base and signage) totaling approximately 42 SF. The entrance may include the following structural items:

- Masonry walls
- Wood or PVC fencing
- Illuminated Signage in accordance with the Hall County Sign Ordinance
- Ornamental Sculpture
- Landscaping and Irrigation

Traffic Study

A Traffic Study was conducted by NV5 Engineers and Consultants, Inc. 10745 Westside Way, Suite 300, Alpharetta, GA 30009. The following recommendations were made:

- The access point to be constructed opposite Pleasant Hill Lane to reduce potential for conflicting turns at the intersection
- Construction of a multilane roundabout at the proposed site access driveway, initially being developed as a single-lane roundabout until the GDOT project is completed
    - The initial single-lane roundabout will be constructed by the developer.

Conceptual Master Plan

The development of the community shall be controlled by the Conceptual Master Plan (the "Plan") attached as exhibit "A". The plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, amenities, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County requires the Applicant to raise Federal and State constitutional objections during the M-U master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and

just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use 7 of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the M-U zoning request would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth 8 hereinabove.

Applicant reserves all due process rights granted to them under O.C.G.A. 36-66-5.1. et. seq, to petition the courts for review of a local government's exercise of zoning, administrative, or quasi-judicial powers, as set forth in those code sections and statutes.

Conclusion

For the foregoing reasons, the Applicant respectfully requests that this rezoning to R-MF of an existing AR-1 zoning be granted as requested by the Applicant. If there are any questions about this request, you may contact:

K2P Land Partners, LLC

ATTN: Mike Phelps

390 Brogdon Road

Suwanee, GA 30024

[redacted]

mphelps@bfhcompany.com

K2P Land Partners, LLC

ATTN: Cameron Henderson

390 Brogdon Road

Suwanee, GA 30024

678-978-6782

Steve Gilliam

Smith, Gilliam, Williams and Miles

340 Jesse Jewell Parkway, Suite 300

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Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

Project Narrative for

5401 Old Winder Highway – 200.00 +/- Acres

Amended 04/04/2025

LOCATION – 5401 Old Winder Highway (Hwy 211)
Braselton, GA 30517

ACERAGE – 200.0 +/- Acres

APPLICANT – K2P Land Partners, LLC

CURRENT ZONING – AR-1

PROPOSED ZONING – I-I (Light-Industrial)

Summary

The accompanying application seeks a rezoning on the existing AR-1 zoned parcel 15039A000007, on 200.0+/- acres located on 5401 Old Winder Highway in Braselton, Hall County, Georgia. The intent is to develop approximately 1,750,000 SF of light industrial warehouse space. The industrial space shall not exceed 80% of the site coverage in accordance with the I-I standard set forth in the 2025 Hall County, Georgia Unified Development Code.

Site Description

The tract is located along Georgia State Route 211 (Old Winder Highway). The overall tract is mostly rectangular in shape. Domestic water is provided by the City of Gainesville. Hall County will serve the site for sewer services. There are no known impediments to its successful development for the purposes intended. All roads shall be designed and constructed to Hall County standards and dedicated to Hall County at the expense of the Applicant. Thereafter, all roadways within this development may be designated as public, but the determination as to whether it shall be maintained by Hall County or a property ownership association will be made at a later date. Entrance will comply with all state DOT requirements.

Adjacencies

The property abuts AR-1 and PCD to the North, PCD and PRD to the South, PCD to the East, and State Route 211 is located to the West, along with AR-1 and PCFD zonings.

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

In Your Community. In Your Corner.

Architectural Materials & Site Improvements

The builder intends to build:

- Approximately 1,718,640 SF of Light-Industrial warehouse space
  - Building 1: 500,000 SF, Cross Dock
    - Two 185' Truck Courts
  - Building 2: 500,000 SF, Cross Dock
    - Two 185' Truck Courts
  - Building 3: 301,000 SF, Rear Load
    - One 185' Truck Court
  - Building 4: 301,000 SF, Rear Load
    - One 135'-185' Truck Court
  - Building 5: 116,640 SF, Rear Load
    - One 135' Truck Court
- Buildings shall not exceed 55ft in height.
- The proposed building designs include tilt-wall concrete, cross docks, rear load docks, and truck courts.
- While the proposed site plan, renderings, elevations, and building designs may be updated and are subject to change, the final design will comply with applicable Unified Development Code Requirements.
- Speed tables in coordination with Hall County Engineering

Parking

Applicant is proposing approximately 890 employee parking spaces around the light-industrial warehouses. The site plan is subject to change, but shall comply with the standards set forth in the 2025 Hall County, Georgia Unified Development Code as follows:

Light Industrial	1.5 spaces per 5,000 square feet

Internal Signage

The Developer and/or Builder shall be allowed to post permanent directional signs and monuments within the light-industrial warehouse development to direct traffic to sales and leasing centers and to identify differing areas. All permanent internal signage must be outside of any Right of Way or Utility Easement with a Landscape and Signage easement recorded on the Final Plat. Temporary Sales and Marketing signs not exceeding 32 square feet per sign face and 8 feet in height may be used along the property frontage of Old Winder Highway.

Entry Monument Signage

Applicant is requesting permission for an entry monument type of sign with a natural stone base with a sign size (monument base and signage) totaling approximately 42 SF. The entrance may include the following structural items:

- Masonry walls
- Wood or PVC fencing
- Illuminated Signage in accordance with the Hall County Sign Ordinance
- Ornamental Sculpture
- Landscaping and Irrigation

Traffic Study

A Traffic Study was conducted by NV5 Engineers and Consultants, Inc. 10745 Westside Way, Suite 300, Alpharetta, GA 30009. The following recommendations were made:

- The access point to be constructed opposite Pleasant Hill Lane to reduce potential for conflicting turns at the intersection
- Construction of a multilane roundabout at the proposed site access driveway, initially being developed as a single-lane roundabout until the GDOT project is completed
    - The initial single-lane roundabout will be constructed by the developer.

Conceptual Master Plan

The development of the light-industrial warehouse development shall be controlled by the Conceptual Master Plan (the "Plan") attached as exhibit "A". The plan is considered conceptual in nature, and as such may require modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County requires the Applicant to raise Federal and State constitutional objections during the I-I master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional

in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use 7 of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the M-U zoning request would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth 8 hereinabove.

Applicant reserves all due process rights granted to them under O.C.G.A. 36-66-5.1. et. seq, to petition the courts for review of a local government's exercise of zoning, administrative, or quasi-judicial powers, as set forth in those code sections and statutes.

Conclusion

For the foregoing reasons, the Applicant respectfully requests that this rezoning to I-I of an existing AR-1 zoning be granted as requested by the Applicant. If there are any questions about this request, you may contact:

K2P Land Partners, LLC

ATTN: Mike Phelps

390 Brogdon Road

Suwanee, GA 30024

[redacted]

mphelps@bfhcompany.com

K2P Land Partners, LLC

ATTN: Cameron Henderson

678-978-6782

Steve Gilliam

Smith, Gilliam, Williams and Miles

340 Jesse Jewell Parkway, Suite 300

Gainesville, GA 30501

770-536-3381

sgilliam@sgwmfirm.com

CITY OF
GAINESVILLE

WATER RESOURCES

April 4, 2025

Smith, Gilliam, Williams & Miles, P.A.
Attn: Amanda Graham
P.O. Box 1098
Gainesville, GA 30503-1098

Re: Water Availability
Proposed Mixed-Use Development
5401 Old Winder Highway
Parcel: 15039A 000007

Dear Amanda,

The purpose of this letter is to confirm the availability of water service to the above referenced property.

The City of Gainesville owns and operates an existing 12-inch ductile iron water main in the right-of-way of Old Winder Highway.

Currently, the City has adequate domestic water capacity to serve the proposed residential components of your proposed mixed-use development. The warehouse components of the development will be reviewed upon submittal based on the water demands of each prospective tenant. This letter of water availability does not guarantee or confirm fire flow pressures and/or volumes for fire protection systems related to the proposed warehouses.

This confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void unless engineered plans have been submitted for issuance of a development permit.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

cc: Tracy Robar, P.E., Engineering and Construction Division Manager
Chris Thornhill, Project Manager

Outlook

5401 Old winder Highway - Water Availability

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Fri 5/2/2025 12:37 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Nick Swafford <NSwafford@gainesvillega.gov>
Sent: Friday, May 2, 2025 11:48 AM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Cc: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Tracy Robar <TRobar@gainesvillega.gov>
Subject: RE: 5401 Old winder Highway - Water Availability

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Katie,

With respect to this project and others in the future requiring letters of water availability, The City of Gainesville will confirm (or deny) the availability of **domestic** water service for a proposed development. However, the City cannot confirm or guarantee adequate fire protection water volumes or pressures for a proposed fire protection system that may be needed for a development. Any fire protection water demands above and beyond the capability of the City's existing water system must be mitigated by the developer at the sole expense of the developer.

Please let me know if you have any concerns or questions.

Thanks,

Nick Swafford
Permitting Services & GIS Manager
Department of Water Resources

GAINESVILLE

O | 770.538.2452
www.gainesville.org

300 Henry Ward Way, Ste. 305
Gainesville, GA 30501

From: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Sent: Friday, May 2, 2025 10:10 AM
To: Nick Swafford <NSwafford@gainesvillega.gov>

Cc: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Subject: [EXTERNAL] 5401 Old winder Highway - Water Availability

CAUTION:*This email originated from outside the City of Gainesville networks. Be aware of phishing, and remember CoG DoIT will never ask for your password or other personal information in email. Do not open up attachments or click on links unless you are absolutely sure it is legit and safe.. When in doubt, click the Phish Alert button or contact the CoG DoIT Help Desk***

Hi Nick,

I tried giving you a call, but for some reason the call is not going through. I am curious about a statement made from an applicant for an industrial development up for rezoning. The address is 5401 Old Winder Highway.

Please see our comment in black and the applicant response in red. Can you confirm the accuracy of this and if they need anything more from your end? Site plan and narrative attached.

- No water commitment for the industrial site; narrative notes review will be case-by-case per tenant demand. **Applicant requests a guaranteed minimum amount of water service for warehouse space, and anything beyond the standard shall be reviewed on a case by case basis. Applicant has developed 8 warehouses in Hall County with water provided by various municipal water providers and the demand for each project has been reviewed on a case by case basis based on tenant demand.**

You can reach me at 864.221.7579 if you would like to chat about it.

Thank you,

Katie Greenway, MURP
Planning and Zoning Administrator
Hall County Government
Office: 770-297-2649
Website: www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

Hall County Government
PUBLIC WORKS AND UTILITIES

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

BILL NASH, P.E.
Director

William (Bill) H. King III, P.E.
Assistant Director

April 17, 2025

Cameron Henderson
554 West Main Street, Suite 700
Buford, Georgia 30518

Subject: Sanitary Sewer Letter of Availability
5401 Old Winder Highway
Parcel Id No.: 15039A000007
Braselton, Georgia 30517

Dear Cameron Henderson,

In response to your request, this letter will serve as confirmation that Hall County has sufficient volume to serve 5401 Old Winder Highway, Braselton, Georgia, 30517 for a proposed 700 residential units + light industrial(2.5 million s.f.) (estimated average daily flow of 162,500 GPD for multi-family residential) at this time. The nearest sanitary sewer main to this address is on the property.

Sanitary sewer capacity allocation is available on a first come, first serve basis: by purchasing the sewer taps. As such, this "availability" letter does not guarantee capacity. Additionally, this letter is non-transferable and expires after 12 months Also, if the project design changes, this letter is void and a new "availability" letter must be obtained.

If you have any questions or need more information, please call the Hall County Public Works and Utilities Department at 770-531-6800

Sincerely,

William (Bill) H. King III, P.E.

Application for Sewer Availability Letter

Date: April 14, 2025

Name of Applicant: Cameron Henderson Contact Number: 678-978-6782

Address of Applicant: 554 West Main Street, Suite 700

City: Buford State: GA Zip: 30518 E-mail: cameron@atlaslanddev.com

Name of Agent: Steven P. Gilliam Contact Number: 770-536-3381

Address of Agent: 340 Jesse Jewell Parkway, Suite 300

City: Gainesville State: GA Zip: 30506 E-mail: sgilliam@sgwmfirm.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT FOR THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (Please check the purpose of letter request and fill in all applicable information legibly and completely.)

AVAILABILITY: ☐ General Availability ☒ Rezoning ☐ Conditional Use Permit

Availability letters will require a minimum of one week from the date of application submittal.

Request from AR-1 (Present Zoning) to R-MF & I-1 (Mixed Use) (Requested Zoning)

For the Purpose of 700 Residential Units (Apartments & Townhomes) + Light Industrial (2.5 million s.f.) (Type of Development)

Address of Property: 5401 Old Winder Highway, Braselton, GA 30517

Nearest Intersection to Property: Ga Hwy 211 & Ga Hwy 53

Size of Tract: 273.73 Ac. acre(s), Lane Lot Number(s): n/a , District(s): GMD 392

Development Estimate Average Daily Sewer Flow (GPD): 162,500 GPD (700 Res.Units * 200 gpd + 900 Emp.* 25 gpd)

Property Tax Parcel Number: 15039A00007 Proposed number of Lots: _____

(Below: For properties within protected watershed districts only) n/a

Gross Density: _____ units per acre Net Density: _____ units per acre

Estimated amount of impervious surface: _____ Minimum Lot Size: _____

Notary
Mark Sintich

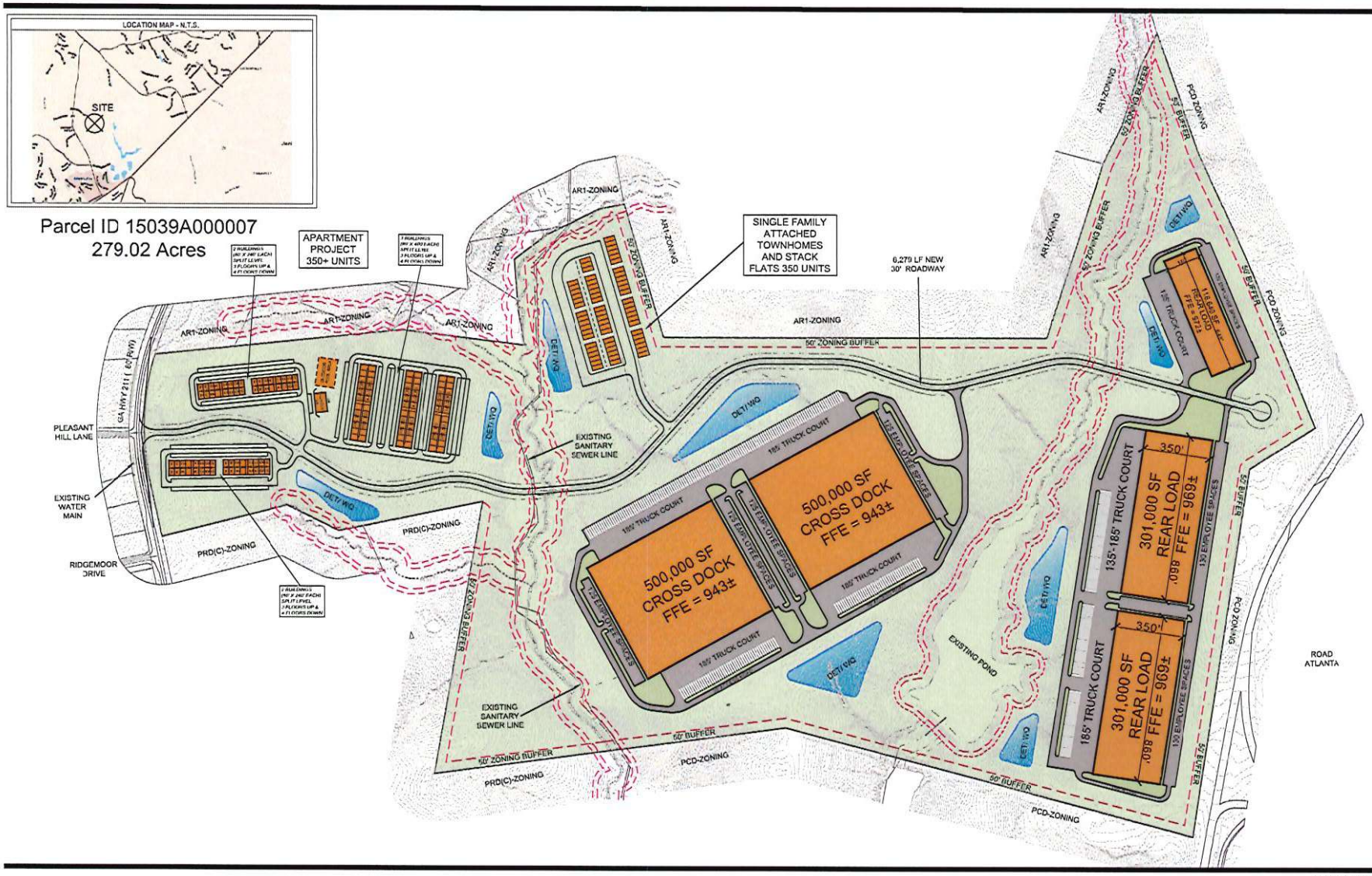
Signature of Owner(s)/Agent(s)

Cameron Henderson
Printed Name of Owner(s)/Agent(s)

Title of Agent

Notary Seal
Mark Sintich
NOTARY PUBLIC
WALTON COUNTY, GEORGIA
My Commission Expires
03/16/2029

E&A# 25-069



GRAPHIC SCALE

500 0 250 500 1000 2000

(IN FEET)

1 inch = 500 ft.

S.R. 211 SITE
HALL COUNTY

03/24/2025

NORTH

TEL770.452.7849
2951 FLOWERS ROAD SOUTH, SUITE 119
ATLANTA, GEORGIA 30341
WWW.EBERLY.NET

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

E&A EBERLY & ASSOCIATES

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Outlook

HCPC Tentative Agenda 6.16.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Tue 5/13/2025 9:01 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Item 1, 5183 Glen Forrest Drive, Ozoemena: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 5235/5241 Winder Hwy, Genuine Mapping: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 3, 3654 Friendship Rd, Taylor Morrison: No comment. Public sewer.

Item 4, 3654 Thompson Bridge Rd, Fifth Third Bank: No comment. Public sewer.

Items 5A/B, 2978 Athens Hwy, Mistry: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 6, 2620/2634 Barrett Rd, Dowdy: Must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Environmental Health can only permit residential strength wastewater; therefore, non-domestic wastewater will be required to be disposed of through public sewer or an EPD permitted system. Further determination will be made during the civil plan review process.

Item 7, 5401 Old Winder Hwy, K2P Land Partners: No comment. Public sewer.

Item 8, 5401 Old Winder Hwy, K2P Land Partners: No comment. Public sewer.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

Outlook

GDOT Comment on 5401 Old Winder Hwy, Braselton

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 5/28/2025 12:36 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Nembhard, Nakia L <NNembhard@dot.ga.gov>
Sent: Wednesday, May 28, 2025 10:28 AM
To: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Cc: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Subject: RE: GDOT Comment on 5401 Old Winder Hwy, Braselton

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

If they are intending to connect to SR 211 there will need to be coordination for both items 7 and 8.

Thanks,

Nakia Nembhard
Civil Engineer 3

Georgia Department of Transportation

District 1 Traffic Operations
1475 Jesse Jewell Pkwy Suite 100
Gainesville, GA, 30501

(678) 332-8200 Cell
(770) 533-8496 Office

From: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Sent: Tuesday, May 27, 2025 10:14 AM
To: Nembhard, Nakia L <NNembhard@dot.ga.gov>
Cc: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Subject: RE: GDOT Comment on 5401 Old Winder Hwy, Braselton

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I am checking in with you to be sure that your comment for this project is correct. Attached is the agenda for June 16, 2025, Hall County Planning Commission meeting. For Items 7 and 8 you stated “no coordination with GDOT.” This project proposes a new connection to Old Winder/SR211. Their traffic study mentions a planned highway widening in this area.

Thank you for confirming your response to these items.

Sincerely,

Lynn Taylor
Senior Planner
Hall County Community Development and Infrastructure
2875 Browns Bridge Road, Gainesville, GA 30503
Office Direct: (770) 297-4541
Email: ltaylor@hallcounty.org

All **PLAT** and **BUILDING PERMIT** submittals may be submitted online through Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning inquiries may be submitted to planning@hallcounty.org.

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let’s band together to end human trafficking in Georgia.

Outlook

RE: Tentative Agenda for the June 16, 2025 Hall County Planning Commission Meeting

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Thu 5/8/2025 10:24 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

1. No coordination with GDOT.
2. Will require GDOT coordination.
3. Will require GDOT coordination.
4. Will require GDOT coordination.
5. Will require GDOT coordination.
6. Will require GDOT coordination.
7. No coordination with GDOT.
8. No coordination with GDOT.

Thanks,

Nakia Nembhard
Civil Engineer 3

Georgia Department of Transportation

District 1 Traffic Operations
1475 Jesse Jewell Pkwy Suite 100
Gainesville, GA, 30501

(678) 332-8200 Cell
(770) 533-8496 Office

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, May 8, 2025 9:46 AM
Subject: Tentative Agenda for the June 16, 2025 Hall County Planning Commission Meeting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

Here is the Tentative Agenda and Maps for the **June 16, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, May 16, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – June 2, 2025

NEW BUSINESS

1. **5183 Glen Forrest Drive | Variance to section 4.3 |** to reduce the minimum yards | on a 1.72± acre tract located on the south side of Glen Forrest Drive, approximately 1,363 feet from its intersection with Glen Forrest Court | Zoned R-1; Tax Parcel 15043K000021 **| Proposed Use: Bring an existing residence into compliance |** * Commission District 1 | **Chinyere Ozoemena, applicant**

2. **5235 & 5241 Winder Highway | Variance to Section 6.2 |** GCOD Transitional Buffers | on a combined 1.47± acre traced located on the northeast side of Winder Highway, approximately 2,665 feet from its intersection with Howington Road | Zoned I-1; Tax Parcels 15028 000019 & 15028 000029 **| Proposed use: Office/warehouse |** *Commission District 1 | **Genuine Mapping & Design c/o Ben Drerup**

3. **3654 Friendship Road, 3760, 3746 & 3778 Friendship Circle | Special Use |** to amend conditions of zoning | on a 116.04± acre tract located on the south side of Friendship Circle at its intersection with Friendship Place | Zoned PRD; Tax Parcels 15048 000008, 000007, 000025C, & 000204A **| Proposed use: Model homes & construction trailer |** **Commission District 1 | **Taylor Morrison of GA, LLC, applicant**

4. **3654 Thompson Bridge Road | Special Use |** to amend conditions of zoning | on a 1.37± acre tract located on the northeast side of Thompson Bridge Road, approximately 736 feet from its intersection with Southers Road | Zoned PCD; Tax Parcel 10104 000002 **| Proposed use: Financial Institution |** ** Commission District 2 | **Fifth Third Bank c/o Tammala Brooks, applicant**

5. **(A) 2978 Athens Highway | Rezone |** from Light Industrial (I-1) to Highway Business (H-B) | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 | **Proposed use: Convenience store with fuel sales** | ** Commission District 3 | **Asif Mistry, applicant**

   (B) 2978 Athens Highway | Special Use | for fuel sales in GCOD | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 **| Proposed use: Convenience store with fuel sales |** ** Commission District 3 | **Asif Mistry, applicant**

6. **2620 & 2634 Barrett Road | Rezone |** from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract located on the southeast of Athens Highway, at its intersection with Barrett Road | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 | **Proposed use: Repackaging of processed animal products** | ** Commission District 3 | **Degaria Dowdy, applicant**

7. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) | on a 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: 700 unit residential development** | ** Commission District 1 | **K2P Land Partners, LLC, applicant**

8. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) **| Proposed use: Industrial park |** ** Commission District 1 | **K2P Land Partners, LLC, 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, July 24, 2025, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, July 24, 2025. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Kaitlyn Elliott

Planning Commission Clerk

Hall County Community Development and Infrastructure

(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

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

Outlook

RE: Tentative Agenda for the June 16, 2025 Hall County Planning Commission Meeting

From Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Date Thu 5/15/2025 9:13 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

Hi Kaitlyn and Beth – please see below for my comments on the June 16th agenda. I'm sure the applicants already know this, but figured I'd list them just in case. Thanks!

1. Genuine Mapping & Design / Ben Drerup – 5235 & 5241 Winder Hwy, Braselton, GA
   a. This parcel is along State Route 53/Winder Hwy, which is scheduled to be widened (GH-040 / 0013310) by 2051 (current estimate; very possible will occur sooner). Right-of-way impacts to this parcel will not be known until the Pre-Engineering phase begins, which is currently scheduled in FY 2030.

2. K2P Land Partners, LLC - 5401 Old Winder Hwy
   a. This parcel is along State Route 211/Old Winder Hwy, which is scheduled to be widened (GH-025 / PI 0007233) beginning in FY 2029. Right-of-way authorization begins on 7/28/2026. Applicant should coordinate with GDOT District 1 on those impacts.

Joseph Boyd, AICP
MPO Director
Gainesville-Hall Metropolitan Planning Organization
2875 Browns Bridge Road, Gainesville, GA 30504
(770) 297-5541 | www.ghmpo.org

GAINESVILLE-HALL
Metropolitan Planning Organization

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Tuesday, May 13, 2025 1:50 PM
To: Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Subject: Fw: Tentative Agenda for the June 16, 2025 Hall County Planning Commission Meeting

Good Afternoon,

I was informed by Beth to add you to the Tentative Agenda mailing list. This is the last agenda that went out for the June 16, 2025 meeting.

Kaitlyn Elliott
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: May 16, 2025

Subject: June 16, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the June 16, 2025 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **5183 Glen Forrest Drive | Variance to section 4.3 |** to reduce the minimum yards | on a 1.72± acre tract located on the south side of Glen Forrest Drive, approximately 1,363 feet from its intersection with Glen Forrest Court | Zoned R-1; Tax Parcel 15043K000021 **| Proposed Use: Bring an existing residence into compliance |** * Commission District 1 | **Chinyere Ozoemena, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** No sewer in area. Gainesville water

2. **5235 & 5241 Winder Highway | Variance to Section 6.2 |** GCOD Transitional Buffers | on a combined 1.47± acre traced located on the northeast side of Winder Highway, approximately 2,665 feet from its intersection with Howington Road | Zoned I-1; Tax Parcels 15028 000019 & 15028 000029 **| Proposed use: Office/warehouse |** *Commission District 1 **| Genuine Mapping & Design c/o Ben Drerup**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream

Show FEMA and Hall County studied Flood plains that are present on site.

b. **Traffic:** No comment
c. **Utilities:** Sanitary sewer is available to these via a force main on the south side of Winder Hwy. A pump station will be required.

3. **3654 Friendship Road, 3760, 3746 & 3778 Friendship Circle | Special Use |** to amend conditions of zoning | on a 116.04± acre tract located on the south side of Friendship Circle at its intersection with Friendship Place | Zoned PRD; Tax Parcels 15048 000008, 000007, 000025C, & 000204A **| Proposed use: Model homes & construction trailer |** **Commission District 1 | **Taylor Morrison of GA, LLC, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
b. **Traffic:** No comment
c. **Utilities:** The new Friendship Road gravity sewer line runs through this property. It is available for connection.

4. **3654 Thompson Bridge Road | Special Use |** to amend conditions of zoning | on a 1.37± acre tract located on the northeast side of Thompson Bridge Road, approximately 736 feet from its intersection with Southers Road | Zoned PCD; Tax Parcel 10104 000002 **| Proposed use: Financial Institution |** ** Commission District 2 | **Fifth Third Bank c/o Tammala Brooks, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
c. **Utilities:** Gainesville sanitary sewer service area.

5. **(A) 2978 Athens Highway | Rezone |** from Light Industrial (I-1) to Highway Business (H-B) | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 | **Proposed use: Convenience store with fuel sales |** ** Commission District 3 | **Asif Mistry, applicant**

(B) 2978 Athens Highway | Special Use | for fuel sales in GCOD | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 **| Proposed use: Convenience store with fuel sales |** ** Commission District 3 | **Asif Mistry, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT permit required for proposed Athens Hwy (SR 11/ US 129) access.
Proposed Baker Road access will need to meet Hall County commercial standards
c. **Utilities:** Sanitary sewer is only available at this site via a force main. A pump station will be required.

6. **2620 & 2634 Barrett Road | Rezone |** from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract located on the southeast of Athens Highway, at its intersection with Barrett Road | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 | **Proposed use: Repackaging of processed animal products** | ** Commission District 3 | **Degaria Dowdy, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** Driveways will need to meet County industrial standards
c. **Utilities:** No sanitary sewer service in area. Hall County/Gainesville shared service area.

7. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) | on a 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: 700 unit residential development** | ** Commission District 1 | **K2P Land Partners, LLC, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** GDOT comments required. GDOT approval and permit required for proposed Old Winder Hwy (SR 211) access.
We have questions regarding proposed parkway. This should be discussed with County Engineering. Additional comments may be necessary
c. **Utilities:** Hall County sanitary sewer runs through the site.

8. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) **| Proposed use: Industrial park |** ** Commission District 1 | **K2P Land Partners, LLC, applicant**
9.

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** GDOT comments required. GDOT approval and permit required for proposed Old Winder Hwy (SR 211) access.
We have questions regarding proposed parkway. This should be discussed with County Engineering. Additional comments may be necessary
c. **Utilities:** Hall County sanitary sewer runs through the site.

Outlook

August 4, 20225 HCPC meeting - Old Winder Hwy Rezoning Application

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 7/31/2025 9:25 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Sent: Thursday, July 31, 2025 9:18 AM
To: Chris Braswell (Personal) <[redacted]; Chris Braswell (Planning) <cbraswell@hallcounty.org>; Frank (Personal)[redacted]; Frank Sosebee (Planning) <frsosebee@hallcounty.org>; Shannon Davidson <[redacted]; Shannon Davidson (Planning) <sdavidson@hallcounty.org>; Stan [redacted] Stan Hunt <shunt@hallcounty.org>; Andre Castleberry [redacted]
Cc: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Subject: August 4, 20225 HCPC meeting - Old Winder Hwy Rezoning Application

Good morning, Planning Commissioners.

Chairman Braswell sent over an email back in June seeking some guidance from the county regarding the street design for 5401 Old Winder Highway. This morning, we received a follow up response from Brent Cook, County Engineer, to his original comments, and I wanted to share his additional thoughts with the board. Please see below: (Brent's original comments from June 2025 are in green and the follow up comment from this morning 7.31.2025 are in red.)
……

In reviewing the Agenda for our 6/16/2025 PC meeting, I have a few concerns/questions regarding Items #8 and #9. My questions/concerns are specifically related to traffic issues that are internal to the proposed residential (Item #8) and industrial (Item #9) applications. While I realize that there are GDOT plans for future improvements to Hwy 211, the Traffic Impact Study, the site plan nor the applicant's narrative do not address internal traffic issues. Obviously, detailed engineering is not required at this point of the application process, but there doesn't appear to be any thoughts or ideas provided in the application that address this issue.

Can you inquire of Hall Co Traffic Engineering (HCTE) what they believe the most practical and safest type of street design that might be appropriate for this type of development? Including:

- Their design thoughts should include not only the number of vehicles per day but also the mixture of vehicles, e.g., several hundred passenger vehicles mixing with approximately 936 heavy trucks per day, within the development.

Yes, I would like to see:

- a vehicle distribution on the road network. This means an diagram at each intersection of the movement volumes.
- the vehicle classification at each intersection. This is the mixture of the vehicles making each movement.

- Because of this unusual vehicle mixture, I would like to see an access management plan that better incorporates driveway locations that accommodate expected peak hour turning movement queueing and ensure safe operations for all users.

None of these were included. They can be provided outside of the TIS with a simple Traffic Engineering (TE) report for each internal intersection with the main "parkway". The access management plan can be shown in the TE with how the queueing is accommodated.

- What type of street is needed? i.e., a four-lane divided parkway with a median?
- If a 4-lane parkway is proposed, it needs to plan to carry this section to the last driveway.
  - The 4-lane roadway should include left and right turn lanes at each intersection as appropriate, that meet minimum storage and taper lengths.
- If they desire to stop it short of the last driveway, they need to provide a traffic engineering report justifying the transition to a 2-lane roadway.

In the last meeting, I understood the "parkway" was proposed to be a 3-lane section (2 thru lanes and a two-way-left-turn-lane). However, the updated site plan only shows a 2 lane roadway. Again, use the TE's to verify this will result in an adequate level of service and sufficient queueing distance. At a minimum, left turn lane will be required on the roadway that would easily be accommodated if constructed as a 3-lane section.

- Should alternatives to the normal street construction standards need to be increased to handle heavier (by weight) truck traffic. Should bonding requirements be changed to reflect a change in the construction design? After all, if the applicants are approved (in some form), the internal roadway will become the responsibility of the County to maintain at some point in the future.
- I would expect a pavement typical section that is consistent with a GDOT commercial driveway permit, shown below:

REQUIRED PAVEMENT SPECIFICATIONS
1 1/4"--------- 9.5 mm SUPERPAVE
2"--------19 mm SUPERPAVE
8"--------25mm SUPERPAVE
12"----------GRADED AGGREGATE BASE COURSE

This is for informational purposes to notify the applicant this is the pavement spec we will require on the LDP.

Beyond these questions, I am concerned about the proximity of the first driveway as you enter from SR 211. The site plan I've seen shows 2 lanes entering at SR 211 and then dropping a right turn lane at the first driveway which is very close to SR 211. Additionally, this location does not appear to show left turn lane which is extremely unsafe. Additionally, this short spacing does not allow for safe weaving movements. This access point needs to be relocated farther away from SR 211 or they need to consider treatments that offer a safer operational environment.

I understand the submitted traffic study recommends a single lane roundabout at the SR 211 intersection. I would like to see how the expansion to a multi-lane roundabout would impact the first internal access points.

I do believe a roundabout (both single lane and multi-lane) would only require a single departure from and single approach lane to SR 211 A roundabout can process a lot of traffic safely and wouldn't necessitate multiple driveway lanes. But, as previously stated, the first internal driveway as shown is concerning no matter the SR 211 intersection treatment.

These concerns seem to have been resolved with the transition to a 3-lane section. Please make sure that the site plan submitted for permitting reflects the 3-lane section and the TE studies have adequately addressed the peak hour queueing.

.....

As always, please let me know if you have any questions.

Thank you,

Katie Greenway - MURP
Planning and Zoning Administrator
Hall County Community Development and Infrastructure
(direct office) 770-297-2649
klgreenway@hallcounty.org

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Wed 5/14/2025 1:47 PM
To Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

June 16, 2025 Hall County Planning Commission Meeting
5401 Old Winder Highway | Rezone | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) **|** on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane **|** Zoned AR-1; Tax Parcel 15039A000007(pt) **| Proposed use: Industrial park |** ** Commission District 1 **| K2P Land Partners, LLC, applicant**

Hall County Fire Marshals Office will require the following code requirements below to be applied to the proposed industrial development.

International Fire Code D104.2 Buildings exceeding 62,000 square feet in area.

Buildings or facilities having a gross *building area* of more than 62,000 square feet shall be provided with two separate and *approved* fire apparatus access roads.

International Fire Code D104.3 Remoteness.

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 lot or area to be served, measured in a straight line between accesses.

Each building shall be required to have its own fire pump to provide support to the fire protection system that will be installed.

International Fire Code 510.1 Emergency responder radio coverage in new buildings.

New buildings shall have *approved* radio coverage for emergency responders within the building based on the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building.

The requirements mentioned above are not all inclusive, additional requirements / modifications may be required during the development review process.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

May 28, 2025

Re: Rezoning of 5401 Old Winder Highway, Braselton, Georgia 30517

We hope that this letter finds you well. To initiate a connection and establish a line of communication within our community, I, Steven P. Gilliam and developer K2P Land Partners, LLC, would like to inform you that rezoning applications have been submitted to the Hall County Board of Commissioners to rezone 84.304+/- acres as a residential development, and 194.108+/- acres as a light-industrial development on 5401 Old Winder Highway, Braselton, Georgia (the "Property"). The zoning public notice signs have recently been posted on the property.

The residential development will consist of approximately 320 multi-family units and a mixture of 380 townhomes and rear-loaded stacked townhomes, preserving a proposed 35% or 30 acres of open space with all setbacks consistent with Hall County's zoning requirements.

The light-industrial development will consist of approximately 1,719,640 SF of light industrial warehouse space, divided into four separate buildings, preserving a proposed 60% or 120 acres of open space with all setbacks consistent with Hall County's zoning requirements.

We would like to invite you to join us for a neighborhood informational meeting at **Mulberry Creek Community Center, located at 4491 JM Turk Road, Flowery Branch, Georgia 30542, on Wednesday, June 11, 2025, at 6:30PM.** We will be happy to answer any questions you may have and further explain the proposed development.

I have enclosed for your convenience the Conceptual Site Plan, which illustrates the proposed development.

We are committed to keeping you all informed during the process of our application. If you have any questions, comments, or concerns, please do not hesitate to contact me or Amanda Graham, my legal assistant, at Smith, Gilliam, Williams and Miles, P.A. at 770-536-3381 or at agraham@sgwmfirm.com.

Sincerely,

/s/ Steven P. Gilliam

Attorney for K2P Land Partners, LLC

Amanda Graham

Amanda M. Graham

Legal Assistant to Steven P. Gilliam

C: K2P Land Partners, LLC

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

Outlook

5401 old winder hwy

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 6/2/2025 10:40 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Amanda Graham <agraham@sgwmfirm.com>
Sent: Monday, June 2, 2025 10:24 AM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: Steve Gilliam <sgilliam@sgwmfirm.com>
Subject: FW: 5401 old winder hwy

Good morning, Beth,

I hope you had a nice weekend. I received the below e-mail from neighboring property owner, Darrell Capps, regarding the 5401 Old Winder Hwy community meeting.

Best,
Amanda

Amanda Graham

Legal Assistant
Smith, Gilliam, Williams & Miles, P.A.

(770) 536-3381 P.O. Box 1098 340 Jesse Jewell Parkway, Suite 300
agraham@sgwmfirm.com Gainesville, Georgia 30503-1098 Gainesville, Georgia 30501

SMITH GILLIAM
WILLIAMS & MILES

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From: Darrell Capps <[redacted]
Sent: Saturday, May 31, 2025 12:41 PM
To: Amanda Graham <agraham@sgwmfirm.com>
Subject: 5401 oldwinder hwy

Thank you for the letter with information on this project,,we're excited about this project, and hope all goes well in getting it passed. Progress is coming this way with all the growth and we embrace the changes, we've live here on oldwinder hwy for 39 years we're so glad for all the growth it helps us go to places much closer to our home.WE'LL definitely be at the meeting thank you,,Darrell and Glenda Capps.

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Outlook

Hwy211 Development @ Pleasant Hill Lane

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 6/11/2025 1:49 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Sent: Wednesday, June 11, 2025 1:47 PM
[redacted]
Cc: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Subject: From: lenpalm2000 [redacted]
Sent: Tuesday, June 10, 2025 2:18:27 PM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: B.Garmon@hallcounty.org <B.Garmon@hallcounty.org>
Subject: Hwy211 Development @ Pleasant Hill Lane

Good afternoon Ms. Garmon,
We live across the street, on Pleasant Hill Lane, of the purposed Lt Industrial and multi residential development. We are strongly apposed to this development. Hwy 211 cannot handle this.
There are so many massive warehouses that are new in the area sitting empty , for example, Jesse Cronic road and Park 85.
The expansion of 211 is not even going to begin until 2029. It takes us some times 45 minutes to get to 85 which is 3 miles away.
This development is over 700 residential and several warehouses, one that is over a million square feet.
Please consider the negative impact this development plus all the development that has already been started down near Union Church road impacts us already.
Thank you for your consideration
Len Palmer-Davis

Sent via the Samsung Galaxy S20 FE 5G, an AT&T 5G smartphone

Outlook

5401 Old Winder Highway

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 6/16/2025 2:11 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Amanda Graham <agraham@sgwmfirm.com>
Sent: Monday, June 16, 2025 11:42 AM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: Steve Gilliam <sgilliam@sgwmfirm.com>; Cameron Henderson <cameron@atlaslanddev.com>; Mike Phelps <mphelps@bfhcompany.com>; Jon Davis <jdavis@crowholdings.com>
Subject: RE: 5401 Old Winder Highway

Good morning, Beth,

As discussed with Steve earlier this morning, we would like to request to table the residential and light-industrial rezoning applications for 5401 Old Winder Highway (HZON25-0021 and HZON25-0022) to the Hall County Planning Commission Hearing scheduled for Monday, August 4, 2025. If you need any additional information at this time, please let me know.

Thank you,
Amanda Graham

Amanda Graham

Legal Assistant
Smith, Gilliam, Williams & Miles, P.A.

(770) 536-3381 P.O. Box 1098 340 Jesse Jewell Parkway, Suite 300
agraham@sgwmfirm.com Gainesville, Georgia 30503-1098 Gainesville, Georgia 30501

SMITH GILLIAM
WILLIAMS & MILES

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Outlook

Town Hall meeting on Monday

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 8/4/2025 8:48 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Sarah Petito <[redacted]
Sent: Sunday, August 3, 2025 8:46 PM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Subject: Town Hall meeting on Monday

You don't often get email from [redacted] Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening Ms. Greenway,

I was hoping to come to the town hall meeting Monday evening regarding 5401 Old Winder Hwy and 1661 Friendship Rd building development proposals, but can't make it anymore, as my oldest is sick.

I live in Flowery Branch, and have been a resident here since 2021. We live in Boulder Creek neighborhood off Spout Springs, so not a new build. When we moved in, construction work was still being completed on Spout Springs, for which we are thankful.

However, I'm writing this evening to hopefully be included in any emails/voices at the meeting that are opposed to these developments.

This area in Hall county (off Friendship road, 211, now Hwy 53) simply doe NOT have the infrastructure to support the intended builds. Traffic is increasingly insane, particularly at the Friendship Road and Spout Springs intersection, as well as 211 leading up to Chick fil A Braselton FROM 53. Certain turns in these areas are awful and dangerous. While not in the area I'm talking about, I already hate the couple of newer developments on Spout Springs going south - there are just not any safe areas to make a left turn, thus causing potential accidents on a two lane road that drives fast.

There is no reason for the county to approve these projects from an infrastructure perspective - we just don't have the capacity to support more and more people that you're inviting to live and work in the area. I realize what is happening is par for the course - I grew up in Gwinnett county, which is overrun and has awful traffic, and now those people are fleeing to Hall/the "hills" of Habersham, White, etc. Jackson county is becoming a mess of traffic and overloaded roads.

Please consider whatever people talk about at the meeting regarding concerns for this zoning application.

Thanks so much,

Sarah Petito

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

September 8, 2025

Beth Garmon, Director of Planning and Zoning
bgarmon@hallcounty.org

Re: 5401 Old Winder Highway Rezonings; HZON25-0021 and HZON25-0022

Dear Beth,

The above-mentioned rezoning applications are slated to be heard by the Board of Commissioners on Thursday, September 11, 2025. I am requesting that the two applications be tabled to the Tuesday, October 7, 2025, Board of Commissioners Hearing, since Commissioner Powell will not be able to attend the September 11, 2025 meeting.

Thank you in advance for making this request known to the Board of Commissioners.

With cordial regards, I remain,

Sincerely,

/s/ Steven P. Gilliam

Cc: Cameron Henderson
Mike Phelps
Jon Davis

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

In Your Community. In Your Corner.


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: K2P LAND PARTNERS, LLC
REQUEST: REZONE FROM AR-1 TO R-MF FOR A 700 UNIT RESIDENTIAL DEVELOPMENT
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: Aug. 4, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: OCT. 7, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN MAY 09, 2025 AND NO LATER THAN MAY 18, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN MAY 18, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, Dave Loftus (Please Print Name)**, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** May 15, 2025 (Date) **for** 5401 Old Winder HWY (Name application filed as).

Signature _____
(The original document is required)

Revised September 2021

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 568/2025

SUBJECT: **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) | on a 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: 700 unit residential development** | Commission District 1 | **K2P Land Partners, LLC, applicant** Note: Tabled at the September 11, 2025 Voting Meeting until the October 7, 2025 Voting Meeting.

Meetings:

Work Session Date: 10/06/25 **Voting Meeting Date:** 10/07/25

Executive Summary:

Presenter: BG

Recommendation:
Denial

Purpose of Request:
5401 Old Winder Highway | Rezone | from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) | on a 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: 700 unit residential development** | Commission District 1 | **K2P Land Partners, LLC, applicant** Note: Tabled at the September 11, 2025 Voting Meeting until the October 7, 2025 Voting Meeting.

History:

Facts and Issues:

Options:

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

Is there a deadline for this item?

Approvals:

Submit	Approve	Attorney	Administration
KE	BG	JL	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat
Survey
Maps
Elevations
Renderings
Deed
Legal Description
DRI
Traffic Impact Study
Water Availability
Sewer Availability
Previous Narrative
Environmental Health Comment
GDOT Comment
GHMPO Comment
Public Works Comment
Supplemental Traffic Information — Hall County, County Engineer
Fire Comment
Letter To Community
Public Comment
Request to Table
Notice Sign

Hall County Government
PLANNING AND ZONING

HALL COUNTY
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GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: August 25, 2025

Subject: **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) | on a 84.30± acre portion of a tract | Zoned AR-1; Tax Parcel 15039A000007(pt) **| Proposed use: 700 unit residential development |K2P Land Partners, LLC, applicant**

The request before you is from K2P Land Partners, LLC to rezone from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) for a 700 unit residential development. This item is located within Commission District 1.

At their August 4, 2025 meeting, the Hall County Planning Commission voted to recommend **denial (5-0).**

Staff recommendation: **Approval, with conditions,** as the proposed development is consistent with the "Regional Activity Nodes and Corridors" future land use designation in the Comprehensive Plan.

Public Comments

- August 4, 2025 HCPC: There were **three (3) comments submitted** in advance of the Planning Commission meeting, one in favor and two in opposition, and **five (5) people spoke in opposition during the public hearing.**
- June 16, 2025 HCPC: **Two (2) comments were submitted**, one in favor and one in opposition, in advance of the meeting. No public hearing was held.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... K2P Land Partners, LLC

Request ..... **Rezone** | from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF)

Proposed Use ..... 700 unit residential development

Size ..... 84.30± acres

Zoning ..... **Current:** Agricultural Residential 1 (AR-1) | **Proposed:** Residential Multi-Family (R-MF)

Location ..... **5401 Old Winder Highway |** Tax Parcel 15039A 000007 (pt)

Commission District ..... One

Planning Commission Date ..... August 4, 2025
June 16, 2025

Staff Recommendation ..... **Approval, with conditions,** as the proposed development is consistent with the "Regional Activity Nodes and Corridors" future land use designation in the Comprehensive Plan.

Record Number..... HZON25-0021

Planning Commission Recommendation ..... Denial

Vote: 5-0

Excerpts from the minutes of the August 4, 2025 meeting

Motion: A motion to remove from the table was made by Frank Sosebee and seconded by Stan Hunt. Vote: 5-0

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Steve Gilliam, 340 Jesse Jewel Parkway, Gainesville, presented the request. The applicant is requesting to rezone an 84.30± acre portion of a tract from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) to allow a 700 unit residential development consisting of 320 apartment units and 380 townhomes and stacked flats with various amenity features. The overall proposed density for the

development is 8.3 units per acre. The subject parcel is bordered by State Route 211/Old Winder Highway to the west. The site is currently undeveloped and wooded with streams and tributaries, as well as areas throughout the property which have been designated as being within the County Studied and FEMA flood zones. A concurrent request has been submitted to rezone the remainder of the subject parcel, 194.11± acres, to Light Industrial (I-1) to accommodate approximately 1,719,640 square feet of proposed warehouse space (HZON25-0022).

Cameron Henderson, 4641 Quailwood Drive, Flowery Branch, presented the request.

Public Forum:

Helen Palmer-Davis, 5429 Pleasant Hill Lane, Braselton, spoke in opposition. Concerns raised were an increase in traffic, the proposed roundabout's capacity to handle the increased traffic, decrease in surrounding property values, and the additional traffic from the proposed industrial park's trucks and employees.

Donna Guyton, 5416 Old Winder Highway, Braselton, spoke in opposition. Concerns raised were an increase in traffic, the potential impact to school bus traffic, and the traffic caused by the industrial park's trucks and employees. Ms. Guyton stated this development is not "smart growth" for the area and does not match the current character of the area.

Phil Davis, 5429 Pleasant Hill Lane, Braselton, spoke in opposition. Mr. Davis states he is not opposed to growth but wants "smart growth" and does not believe this is. Concerns raised were increased traffic due to residents of the proposed residential development and truck traffic from the industrial development. He also brought up concerns regarding the one-way ingress and egress from the development and states that the current roadways cannot accommodate this increased traffic. He encourages the Planning Commission to consider the request only after the Highway 211 widening project is completed.

Jill Cooper, 5125 Old Winder Highway, Braselton, spoke in opposition. Concerns raised were the limited access into the development compared to the number of residents and employees and that the proposed development does not match the current character of the community.

Korey Anderson, 5179 Stately Oaks Drive, Flowery Branch, spoke in opposition. Concerns raised were the amount of approved high-density development that have not yet been built-out, and that the applicant's traffic study cannot account for the traffic of these other developments if they are developed.

Rebuttal

The applicant stated this application follows the county's Comprehensive Plan for this area. The roundabout proposed has been approved by GDOT and when the road is widened, it will become a double roundabout. The applicant explained that the development would be phased to coincide with the current projected timeline of GDOT's road widening project.

Planning Commission Comments:

Mr. Sosebee asked for a further breakdown of the trips per day included in the traffic study. Mr. Henderson stated there were 7,690 trips anticipated per day with 936 of those being trucks and the remainder being personal vehicles. Mr. Henderson stated GDOT's recommendations are based on peak hours, which are 7:30 am to 8:30 am, as well as 4:30 pm to 5:30 pm. Mr. Sosebee asked if there was a breakdown during those peak hours. Mr. Henderson stated there would be an estimated 263 trips into the development and 273 trips out of the development for a total of 537 trips per weekday during the morning peak hours. Mr. Sosebee clarified this would be in addition to the current traffic on Old Winder Highway. Mr. Henderson stated that the 273 trips would be in addition to current traffic.

***Motion:* A motion to deny was made by Frank Sosebee and seconded by Shannon Davidson. Vote: 5-0**

Excerpts from the minutes of the June 16, 2025 meeting

Applicant's Presentation:

Vamsee Polamarasetty, Planner, stated the applicant has requested to table to the August 4, 2025 meeting.

***Motion:* A motion to table to August 4, 2025 was made by Frank Sosebee and seconded by Shannon Davidson. Vote: 4-0 (Varner absent)**

Staff recommends APPROVAL of the applicant's request with the following conditions:

1. The property shall be developed in accordance with the site plan revised on July 15, 2025, and as described in the amended project narrative dated July 16, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The development shall be limited to 320 apartments and 380 total townhomes or stacked flats.

3. The minimum heated floor area (HFA) for the townhomes shall be 1,800 square feet. The minimum heated floor area (HFA) for the stacked flats shall be 1,400 square feet.

4. All townhomes shall provide two-car garages in addition to driveways that can accommodate two cars parked side-by-side. Garages may be front or rear-loaded.

5. All stacked flats shall provide a one-car garage per flat, at minimum, in addition to driveways that can accommodate one parked car. Garages may be front or rear-loaded.

6. Amenities including playgrounds, outdoor pavilions, picnic areas, pool, pickleball court, and mail kiosks shall be completed prior to the issuance of fifty percent (50%) of the certificates of occupancy. Additional amenities may be constructed by the developer subject to the review and approval of the Director of Planning and Zoning, or their designee.

7. Model homes shall be limited to one townhome building and one stacked flat building prior to approval and recording of the Final Plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificates of occupancy shall be issued to a residence prior to Final Plat recording.

8. Developer is allowed a maximum of one sales office trailer for the townhome/stacked flats portion of the development. This office shall be removed at time of sale of the last unit. One temporary leasing office trailer is permitted for the apartment complex which shall be removed upon issuance of the Certificate of Occupancy for the apartment building containing the permanent leasing office.

9. The restrictive covenants for the subdivision and the documents establishing the property owner's association shall be submitted for review. These documents shall include a provision that assures maintenance of the amenity package through adequate assessment of the subdivision property and would provide for establishing a lien against any property failing to pay said assessment. These documents shall be recorded simultaneously with the final plat and/or prior to the sale of any lots within the subdivision.

10. Access to the development shall be approved by Hall County Engineering and/or the Georgia Department of Transportation, as applicable. The recommendations of the traffic study, subject to final review and approval by both Hall County Engineering and the Georgia Department of Transportation, shall be implemented. Any costs associated with these improvements shall be the responsibility of the developer. It shall be the developer's responsibility to obtain any required approvals or permits.

11. All designated open space within the development shall be commonly held and maintained and shall not be the responsibility of any individual homeowner(s). This common open space ownership shall be included in the deeds created for each lot.

12. The development shall be served by public sewer, with the obtainment of all required easements and other construction costs such as a lift station and force main to be the responsibility of the developer.

13. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

14. The following statement regarding the potential impacts of industrial operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with the existing and commercial and industrial practices which may take place on adjacent and nearby properties including, but not limited to, noise, odors, dust, the operation of machinery and

motor vehicles. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

15. The following statement regarding the potential impacts of the nearby motor raceway shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with the existing motor raceway venue on adjacent and nearby properties including but not limited to noise, odors, dust, the operation of motor vehicles, traffic, crowds, and other effects associated with such venues. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

16. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

17. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

The following are variances requested by the applicant, and shall warrant determination by the Board should it choose to approve the submitted narrative and site plan:

1. 7.3.a.F.2.e – Townhouse Use Standard
    a. Buildings containing more than three attached units must be designed so that facades and roofs are staggered or offset by at least 3 feet for every grouping of three units.
        i. The applicant proposes an offset of zero to 2 feet for every grouping of two units.

2. 8.6.4.F – Residential temporary signs
    a. Residential temporary signs are temporary signs on residentially zoned property. Residential temporary signs must meet the following standards:
    - The sign may not exceed 6 square feet in area.
    - Signs must be at least 15 feet from side and rear property lines.
        i. The applicant proposes temporary sales and marketing signs not exceeding 32 square feet per sign face and 8 feet in height along the property frontage of Old Winder Highway. The number of signs nor length of time are specified.

Summary Analysis

The applicant is requesting to rezone an 84.30± acre portion of a tract from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) to allow a 700 unit residential development consisting of 320 apartment units and 380 townhomes and stacked flats with various amenity features. The overall proposed density for the development is 8.3 units per acre.

The subject parcel is bordered by State Route 211/Old Winder Highway to the west. The site is currently undeveloped and wooded with streams and tributaries, as well as areas throughout the property which

have been designated to be within the County Studied and FEMA flood zones. A concurrent request has been submitted to rezone the remainder of the subject parcel, 194.11± acres, to Light Industrial (I-1) to accommodate approximately 1,719,640 square feet of proposed warehouse space (HZON25-0022).

The surrounding properties are zoned and developed as outlined below:

North: Agricultural Residential 1 (AR-1) – Developed with single-family residences and undeveloped parcels.
East: Planned Commercial Development (PCD) – Road Atlanta Raceway
South: Planned Residential Development (PRD) – Reveille master-planned development, currently undeveloped.
West: Agricultural Residential 1 (AR-1) – Developed with single-family residences and undeveloped parcels.

Per the submitted site plan and narrative, the applicant proposes six multi-family buildings, 4 stories in height, to accommodate 320 apartment units. Two separate neighborhoods of townhomes and stacked flats are proposed totaling 380 units. Community amenities for the apartments will include guest parking, outdoor pavilion, picnic area, pool, playground, mail kiosk, and pickleball courts. Not all amenities referenced in the narrative are shown on the submitted site plan. Several parks are identified throughout the development which may also include these amenities. All amenities are proposed to be completed by 50% of final build out and the applicant states that the minimum open space requirement of 30% will be met.

Per the submitted narrative and "Typical Lot Layout" diagrams, the townhome developments will be a combination of front-loaded and rear-loaded units having a minimum heated floor area of 1,800 square feet, and the rear-loaded stacked flats will each have a minimum heated floor area of 1,400 square feet. The townhome product features a two-car garage while the stacked flat product includes a single-car garage for each flat. All driveways will have a minimum width of 16 feet and a minimum length of 22 feet from the garage face to the edge of right-of-way. Sidewalks 5 feet in width will be provided on both sides of the streets throughout the development. The submitted site plan does not distinguish between the townhomes and stacked flats, or the front-loaded and rear-loaded products.

Per the narrative, the applicant requests model homes for one townhome building and one stacked flat building prior to approval and recording of the Final Plat. The applicant also requests one sales trailer for the townhome and stacked flats development and one leasing office for the apartment development.

The applicant notes that the entry monument signage and internal directional signage will comply with the Hall County Unified Development Code (UDC). Sales and marketing signage is proposed, which is not allowed within the UDC and is identified as an exception in this report.

Water service will be provided by the City of Gainesville Department of Water Resources as confirmed by an availability letter dated April 24, 2025. Sanitary sewer services will be provided by Hall County as confirmed by an availability letter dated May 6, 2025.
Per the submitted site plan and narrative, the development will be accessed by a new road constructed off Old Winder Highway, which will simultaneously serve the proposed industrial development of approximately 1,719,640 square feet of light industrial warehouse space (HZON25-0022) subject to board approval. The access is located approximately midway between Pleasant Hill Lane and Ridgemoor Drive with a proposed right turn lane out of the development. The traffic impact study (excerpt below)

references the future widening of SR 211 and a multi-lane roundabout at the intersection of the new development; the roundabout is not shown on the site plan; however, an existing and future conditions concept plan was provided depicting how the entrance will be designed prior to and after the future multi-lane roundabout.

Per the submitted traffic impact study conducted by NV5 and updated on June 3, 2025, the following improvements are recommended:

> "While the proposed site access would operate satisfactorily as an R-Cut, the addition of 936 heavy trucks per day to the highway from the development present a safety concern for slow-moving, U-turning trucks movement bound for I-85 along SR 211. Instead, a multilane roundabout would operate better at the proposed driveway allowing the large vehicles to safely exit the site while maintaining traffic flow along the highway. Since the widening project is still several years away, the multi-lane roundabout could be initially constructed as a single-lane roundabout until the GDOT project is completed."

The development standards for the project are described in the table below:

Development Standard	Apartments	Townhomes/Stacked flats	Required	Compliance
Site Area	84.30± acres		1 acre minimum	Complies
Density	8.3 U/A		12 U/A maximum	Complies
Open Space	35% (30 acres)		30%	Complies
Sidewalks	5 feet on both sides of street		5 feet	Complies
Number of Units	320	380	N/A	N/A
Minimum Lot Area	N/A	2,200 sf	2,000 sf	Complies
Min. Lot Frontage	N/A	24 feet	N/A	Complies
Maximum Height	4 stories	3 stories	75 feet	Unknown*
Minimum Heated Floor Area	not specified	1400 sf stacked flat 1800 sf townhome	N/A	N/A
Front Yard	40 feet	15 feet or 20 feet for front-loaded	20 feet	Complies
Side Yard	10 feet	20 feet between buildings	7 feet	Complies
Rear Yard	20 feet	15 feet or 20 feet for rear-loaded	20 feet	Complies
Offset	N/A	0-2 feet	3 feet* (7.3.1.F.2.e)	Deficient
Note 1: Minimum standards for lots and yards are only applicable for the overall development tract. Note 2: Items marked with an asterisk (*) do not conform to the UDC or are unspecified in the application				

Based on the future land use plan, staff finds the requested rezoning *is consistent* with the Hall County Comprehensive Plan and the future land use designation of Regional Activity Nodes and Corridors. These are areas that either bring visitors from the region or can support future development with a regional draw. New development in these areas should include a combination of retail, office, civic, and residential uses that can contribute to a live-work-play environment. This range of development types

may not always be at the same intensity across the county: new development needs to be scaled in the context of the area's infrastructure capacity. New development should also emphasize high-quality building and site design, including dedicated open/civic space, walkability, and a sense of place. Where there is residential development, a maximum density of up to 16 dwellings per acre may be permitted at the discretion of the Board of Commissioners.

On June 2, 2025, Hall County staff received Development of Regional Impact (DRI) review findings from Adam Hazell, Planning Director with Georgia Mountains Regional Commission (GMRC). These findings determined that the project does not present any potential adverse interjurisdictional impacts. One comment was provided by Carol Flaute, Senior Community Planner with the Northeast Georgia Regional Commission, which states: "The stream that flows through the project site is a tributary of the Mulberry River, upstream of a municipal water intake for the Town of Braselton. Additionally, the reach of the Mulberry River into which the tributary flows is listed by the Georgia EPD as "not supporting" due to fecal coliform bacteria and impacts on the macroinvertebrate community (EPD 2024 Integrated 305(b)/303(d) List). Please ensure that the project is designed to minimize disruption to the existing streams, including minimizing erosion and controlling stormwater runoff to avoid degradation of downstream water quality. Low impact design measures like bioswales, rain gardens, and/or other green infrastructure are encouraged."

Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed rezoning is suitable in view of the use and development of adjacent and nearby property. The surrounding area consists of a variety of land uses which include residential, agricultural, and commercial uses.**

b) 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 rezoning will adversely affect the existing use or usability of adjacent or nearby properties.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned, however, the applicant cannot develop the property as proposed without approval by the Board of Commissioners.**

Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved, the use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service. Per the submitted traffic study, the addition of traffic from the proposed site is expected to increase delays only marginally at the two studied intersections, allowing them to continue operating similarly to no-build conditions.**

d) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area **The proposed use is consistent with the intent of the Regional Activity Nodes and Corridors future land use designation in the Comprehensive Plan which supports future development with a regional draw. New development in these areas should include a combination of retail, office, civic, and residential uses that can contribute to a live-work-play environment. This range of development types may not always be at the same intensity across the county: new development needs to be scaled in the context of the area's infrastructure capacity. New development should also emphasize high-quality building and site design, including dedicated open/civic space, walkability, and a sense of place. Where there is residential development, a maximum density of up to 16 dwellings per acre may be permitted at the discretion of the Board of Commissioners.**

e) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.**

f) 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 values 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.**

g) 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.**

h) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property. **The property is currently undeveloped and forested.**

i) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**

j) Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is Residential Multi-Family (R-MF). The property is surrounded by residentially-zoned property to the north, west, and south. The property zoned PRD to the southwest of the subject property includes multi-family residential uses. The change would not create an isolated district unrelated to the surrounding developments and districts.**

k) 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.**

l) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request does not appear to be out of scale with the needs of the immediate neighborhood or the county.**

m) 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 residential multi-family uses based on the Future Land Use Map.**

n) 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.**

o) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

p) 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.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement; however, the submitted site plan does not distinguish the number of units of each product type in reference to the 380 requested townhomes and stacked flats.**

c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request.**

d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **The applicant submitted a traffic impact study conducted by NV5 and updated on June 3, 2025 which includes the following recommendations:**

"While the proposed site access would operate satisfactorily as an R-Cut, the addition of 936 heavy trucks per day to the highway from the development present a safety concern for slow-moving, U-turning trucks movement bound for I-85 along SR 211. Instead, a multilane roundabout would operate better at the proposed driveway allowing the large vehicles to safely exit the site while maintaining traffic flow along the highway. Since the widening project is still several years away, the multi-lane roundabout could be initially constructed as a single-lane roundabout until the GDOT project is completed. Other than improvements at the proposed access to SR 211, no changes to the surrounding intersections are necessary to mitigate the impact of the proposed development."

Development Support and Constraints

Hall County Environmental Health
In an email dated May 13, 2025, Emily McGahee stated, "No comment. Public sewer."

Georgia Department of Transportation
In an email dated May 28, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is required.

Gainesville-Hall Metropolitan Planning Organization
In an email dated May 15, 2025, Joseph Boyd, MPO Director, provided the following comment:

"This parcel is along State route 211/Old Winder Hwy, which is scheduled to be widened (GH-025/PI 0007233) beginning in FY2029. Right-of-way authorization begins on 7/28/2026. Applicant should coordinate with GDOT District 1 on those impacts."

Hall County Public Works and Utilities
In a memo dated May 16, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline.

Traffic:

GDOT comments required. GDOT approval and permit required for proposed Old Winder Hwy (SR 211) access.
We have questions regarding proposed parkway. This should be discussed with County Engineering.
Additional comments may be necessary.

Utilities
Hall County sanitary sewer runs through the site.

Hall County Fire Marshal
In an email dated May 14, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "Hall County Fire Marshal's Office will require the following code requirements below to be applied to the 700 unit residential development.

International Fire Code D106.2 Projects having more than 200 dwelling units.
Multiple-family residential projects having more than 200 dwelling units shall be provided with two separate and approved fire apparatus access roads regardless of whether they are equipped with an approved automatic sprinkler system.

International Fire Code D106.3 Remoteness.
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.

International Fire Code D105.1 Where required.
Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, *approved* aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet wall, whichever is greater.

International Fire code 105.2 Width.
Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulder, in the immediate vicinity of the building or portion thereof.

International Fire Code 105.3 Proximity to building.
One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building, and shall be positioned parallel to one entire side of the building.

The requirements mentioned above are not all inclusive, additional requirements/modifications may be required during the development review process."

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 | f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

ZONING APPLICATION

Applicant (Name & Mailing Address)

K2P Land Partners, LLC
390 Brogdon Road
Suwanee, GA 30024
Phone [redacted]
Email Address mphelps@bfhcompany.com

Property Owner (Name & Mailing Address)

Kook-Ja Lee, Been Chuan Lee, and Main Di Chang
4979 Young Arthur Terrace
Peachtree Corners, GA 30097
Phone
Email Address

Proposed Use Multi-family and Townhome Development

Contact Person (Name & Mailing Address)

Steven P. Gilliam, Attorney
P.O. Box 1098
Gainesville, Ga 30501
Phone 770-536-3381
Email Address sgilliam@sgwmfirm.com

Tax Parcel Number 15039A000007
Location Address 5401 Old Winder Highway, Braselton GA 30517

Status of Applicant

☐ Owner
☒ Option to Purchase
☐ Area Resident
☐ Other

Requested Action

Existing Zoning: AR-1
Rezone to: R-MF
Fee:$ 1,500.00
Receipt #:
Check #:

Acreage 78.07 +/- ~~200.00 +/- acres~~

I hereby certify that the above information and all attached information are true and correct.

Sign _____ Date: 3-21-25

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

HALL COUNTY
GEORGIA
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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Main Di Chang

Address 4979 Young Arthur Terrace

Peachtree Corners, GA 30097

Phone Number

Name of applicant(s) K2P Land Partners, LLC

Address 390 Brogdon Road

Suwanee, GA 30024

Phone Number [redacted]

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

Gregory D. Jay, attorney for Main D Chang

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

March 21, 2025
Date

Ginger Adams
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires 05/07/2028

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Kook-Ja Lee (50%)

Address 4979 Young Arthur Terrace

Peachtree Corners, GA 30097

Phone Number [redacted]

Name of applicant(s) K2P Land Partners, LLC

Address 390 Brogdon Road

Suwanee, GA 30024

Phone Number [redacted]

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)

(50%)

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.

MI YEON KIM
NOTARY PUBLIC
HALL COUNTY, GEORGIA
MY COMMISSION EXPIRES OCTOBER 18, 2027

Notary Public

03/21/2025
Date

Revised December 2019

PLANNING AND DEVELOPMENT DEPARTMENT
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HALL COUNTY
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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Been Chuan Lee

Address 4979 Young Arthur Terrace

Peachtree Corners, GA 30097

Phone Number

Name of applicant(s) K2P Land Partners, LLC

Address 390 Brogdon Road

Suwanee, GA 30024

Phone Number [redacted]

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

Been Chuan Lee

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

Ginger Adams
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires 05/07/2028

March 21, 2025
Date

OPERATING AGREEMENT OF
K2P LAND PARTNERS, LLC

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE GEORGIA SECURITIES ACT OF 1973, AS AMENDED, IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 10-5-9 (13) OF SUCH ACT. IN ADDITION, THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 PROVIDED BY SECTION 4(2) THEREOF, NOR HAVE THEY BEEN REGISTERED WITH THE SECURITIES COMMISSION OF CERTAIN STATES IN RELIANCE UPON CERTAIN EXEMPTIONS FROM REGISTRATION. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

This operating agreement (this "Agreement") of **K2P LAND PARTNERS, LLC,** a Georgia limited liability company (the "Company"), is entered into as of **March 1, 2022**, by and among **THOMAS M. PHELPS, JR.**, an individual in the State of Georgia**,** and **CLIFFORD KENNEDY**, an individual in the State of Georgia.

Statement of Background

The parties to this Agreement have caused to be formed the Company as a limited liability company under the Georgia Limited Liability Company Act and desire to make this agreement which shall be the "operating agreement" as that term is used in the Georgia Limited Liability Company Act. The parties to this Agreement are to be "members" of the limited liability company as that term is used in the Georgia Limited Liability Company Act and are hereinafter collectively referred to as the "Members".

Statement of Agreement

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

Article I
Defined Terms

The following capitalized terms shall have the meanings specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" means the Georgia Limited Liability Company Act (O.C.G.A. Section 14-11-100 et seq.), as amended from time to time.

Holder in the current and future periods shall be equal to the net amount of items that would have been allocated to each such Interest Holder if the allocations in Sections 4.3.1, 4.3.2, and 4.3.6 had not occurred.

4.4. *Liquidation and Dissolution.*

4.4.1. If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders pursuant to the provisions of Section 4.2.3 above.

4.4.2. No Interest Holder shall be obligated to restore a Negative Capital Account.

4.5. *General.*

4.5.1. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Manager.

4.5.2. If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Manager. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to Section 4.4.

4.5.3. All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Interest Holders at the time the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to a Capital Transaction or to any other extraordinary non-recurring items of the Company.

4.5.4. The Manager is hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect the economic interest of the Interest Holder without the Interest Holder's prior written consent.

Article V
Management: Rights, Powers, and Duties

5.1. *Management.*

5.1.1. *Managers.* In accordance with O.C.G.A. Section 14-11-304, the Company shall be managed by one or more managers, referred to herein as the Manager, each of whom may,

but need not, be a Member. The Manager shall be elected by the Members in accordance with their respective Percentages. All decisions not specifically reserved to the Members under the Act or this Agreement shall be delegated to the Manager. Upon execution of this Agreement, and without further action, Thomas M. Phelps, Jr., Clifford Kennedy, and Reiner Rietig shall be elected as the Managers of the Company, to serve until succeeded in accordance with the terms of this Agreement.

5.1.2. *General Powers.* The Managers (and any one of them acting alone) shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, including without limitation, for Company purposes, the power to:

5.1.2.1. acquire by purchase, lease, or otherwise, any real or personal property, tangible or intangible;

5.1.2.2. construct, operate, maintain, and improve, and to own, sell, convey, assign, mortgage, or lease any real estate and any personal property;

5.1.2.3. sell, dispose, trade, or exchange Company assets in the ordinary course of the Company's business;

5.1.2.4. enter into agreements and contracts, execute any instrument, checks, drafts, notes and other negotiable instruments, and to give receipts, releases, and discharges;

5.1.2.5. purchase liability and other insurance to protect the Company's properties and business;

5.1.2.6. execute or modify leases with respect to any part or all of the assets of the Company;

5.1.2.7. prepay, in whole or in part, refinance, amend, modify, or extend any mortgages or deeds of trust that may affect any asset of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals, or modifications of such mortgages or deeds of trust;

5.1.2.8. execute any and all other instruments and documents that may be necessary or in the opinion of the Managers desirable to carry out the intent and purpose of this Agreement, including, but not limited to, documents whose operation and effect extend beyond the term of the Company;

5.1.2.9. make any and all expenditures that the Managers, in their sole discretion, deem necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of their obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting and other related expenses incurred in connection with the organization and financing and operation of the Company;

5.1.2.10. enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company;

5.1.2.11. invest and reinvest Company reserves in short-term instruments or money market funds; and

5.1.2.12 undertake any expenditure or become bound by any obligation which has been expressly approved in annual operating budget adopted and approved pursuant to the provisions of Section 5.1.3 below.

5.1.3. *Extraordinary Transactions.*

5.1.3.1. Notwithstanding anything to the contrary in this Agreement, the Manager shall not undertake any of the following without the approval of the Members:

5.1.3.1.1. any Capital Transaction;

5.1.3.1.2. the Company's lending or borrowing more than $25,000.00 on any one occasion or in the aggregate more than $50,000.00 in any one calendar year;

5.1.3.1.3. the admission of additional Members to the Company;

5.1.3.1.4. the Company's engaging in business in any jurisdiction that does not provide for the registration of limited liability companies;

5.1.3.1.5 mortgage, pledge, hypothecate, create a lien or security interest against, or further encumber (or contract for, commit to or suffer or permit any of the foregoing) assets of the Company;

5.1.3.1.6 transfer, sell, convey or assign all or substantially all of the assets of the Company, or any interest therein or any title thereto (or contract for or suffer or permit any of the foregoing), including, without limitation, options to purchase and so called "installment sales contracts," "land contracts," or "contracts for deed");

(j) selling, exchanging, or otherwise transferring or disposing of the Property, to third parties, including without limitation the granting of title encumbrances or leases, except (i) lot sales in the ordinary course of business and in accordance with the Development Budget or any Annual Operating Budget and (ii) grants of utility, roadway and other easements that the Manager reasonably deems necessary or appropriate and in the ordinary course of business;

5.1.3.1.8 do any action in contravention of or in excess of the scope of this Agreement;

5.1.3.1.9 possess property of the Company, or assign rights in specific property of the Company, for other than Company purposes;

5.1.3.1.10 file a voluntary petition or otherwise initiate proceedings (i) to have the Company adjudicated insolvent or, (ii) seeking an order for relief of the Company as debtor under the United States Bankruptcy Code (11 U.S.C. §§ 101 *et seq.*); file any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the Property, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due, or declare or effect a moratorium on the Company's debt or take any action in furtherance of any proscribed action;

5.1.3.1.11 amend this Agreement except as otherwise specifically authorized herein;

5.1.3.1.12 adopt and approve the annual operating budget of the Company;

5.1.3.1.13 enter into any transaction, the value of which exceeds $50,000.00; or

5.1.3.1.14 make any distribution of Cash Flow or Capital Proceeds.

(c) any merger or consolidation of the Company pursuant to Section 14-11-903 of the Act;

(d) the dissolution of the Company;

(e) the execution of any agreement or other arrangement for the furnishing to or by the Company of goods or services or entering into any contract for sale of lots or otherwise with RCP or any Person who is an Affiliate of RCP;

(f) the execution of any leasing, commission, brokerage, listing or other similar contracts which are for more than six (6) months and not terminable on thirty (30) days notice thereafter;

(h) the decision to adjust, settle, compromise or pay any claim, obligation, debt, demand, suit, litigation or judgment against the Company unless (i) the same is fully covered by insurance or (ii) such action does not involve an amount in excess of $2,000 in any particular instance;

(n) Expend funds other than in accordance with the Development Budget or alter or

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

THE COMPANY:

K2P LAND PARTNERS, LLC a Georgia limited liability company

By: Thomas M. Phelps, Jr (SEAL)
Thomas M. Phelps, Jr., Manager

By: Clifford Kennedy (SEAL)
Clifford Kennedy, Manager

This is a signature page to, and may be attached to a master counterpart of, that certain Operating Agreement of K2P LAND PARTNERS, LLC dated as of March, 1, 2022

THE MEMBERS:

Thomas M. PHelps, Jr
_____(SEAL)
THOMAS M. PHELPS, JR.

Clifford Kennedy
_____(SEAL)
CLIFFORD KENNEDY

This is a signature page to, and may be attached to a master counterpart of, that certain Operating Agreement of K2P LAND PARTNERS, LLC dated as of March 1, 2022

EXHIBIT A
List of Members, Capital and Percentages

Name Address, and Taxpayer I.D. Number	Initial Cash Capital Contribution	Percentages
Thomas M. Phelps, Jr. 390 Brogdon Road Suwanee, Georgia 30024 [redacted]	$100.00	50.00%
Clifford Kennedy 390 Brogdon Road Suwanee, Georgia 30024	$100.00	50.00%

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HALL COUNTY
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**____ I have not ✓

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

KL **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): NA Office: NA

Dollar Amount: 0 Date of Contribution: NA

Applicant's/Owner's Signature: Kook-Ja Lee Date: 3/28/25

Applicant's/Owner's Name (Printed): Kook-Ja Lee

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**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 3-21-2025

Applicant's/Owner's Name (Printed): Been Chuan Lee

PLANNING AND DEVELOPMENT DEPARTMENT
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**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 3-21-25

Applicant's/Owner's Name (Printed): Main Di Chang

Gregory D. Jay, attorney for Main Di Chang.

Revised December 2019

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**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 5/8/25

Mike Phelps, K2PLand Partners, LLC

Applicant's/Owner's Name (Printed): K2P Land Partners, LLC

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

Project Narrative for

5401 Old Winder Highway – 84.304 +/- Acres

Amended 07-16-2025

LOCATION – 5401 Old Winder Highway (Hwy 211)

Braselton, GA 30517

ACERAGE – 84.304 +/- Acres

APPLICANT – K2P Land Partners, LLC

CURRENT ZONING – AR-1

PROPOSED ZONING – R-MF (Residential – Multi-Family)

Summary

The accompanying application seeks a rezoning on the existing AR-1 zoned parcel 15039A000007, on 84.304+/- acres located on 5401 Old Winder Highway in Braselton, Hall County, Georgia. The intent is to develop a residential community consisting of approximately 320 multi-family units, and a mixture of 380 townhomes and rear-loaded (stacked) townhomes. All multi-family units will be available for rent, and all other units will be available for purchase. The density will be approximately 8.3 units per acre and shall not exceed 12 units per acre in accordance with the R-MF density standard set forth in the 2025 Hall County, Georgia Unified Development Code. Applicant proposes 30 acres of open space (30%).

Site Description

The tract has is located along Georgia State Route 211 (Old Winder Highway). The overall tract is mostly rectangular in shape. Domestic water is provided by the City of Gainesville. Hall County will serve the site for sewer services. There are no known impediments to its successful development for the purposes intended. The entrance to the development will be located approximately midway between Pleasant Hill Lane and Ridgemoor Drive, as shown on the Stie Plan document entitled C-2.B GDOT Concept (future) for K2P, LLC Mixed-Use Development, 5401 Old Winder Highway, Job Number 25101, dated June 20, 2025. Submitted along with this Amended Project Narrative is a letter from GDOT, dated July 11, 2025, granting commercial driveway access by the Department of Transportation at the Subject Property location. All roads shall be designed and constructed to Hall County standards and dedicated to Hall County.

Thereafter, all roadways within this development shall be designated as public and shall be maintained by Hall County. Entrance will comply with state DOT comments.

Adjacencies

The property abuts AR-1 and PCD to the North, PCD and PRD to the South, PCD to the East, and State Route 211 is located to the West, along with AR-1 and PCFD zonings.

Architectural Materials & Site Improvements

The builder intends to build:

- Apartment Project: Approximately 320 units in 6 Multi-Family Buildings
  - The six buildings will be a maximum of 4 stories.
- Single Family Attached Townhomes and Rear-Loaded (stacked) Townhomes
  - Will not exceed 380 units
- Front facades and sides of each townhome and stacked cottage shall be composed of brick, stone, or a combination of the two, excluding gables, which shall be composed of a masonry product.
- Vinyl siding is prohibited.
- The garage door shall constitute no more than 70% of the width of the individual townhome or stacked cottage unit.
- All residential driveways shall measure no less than 22ft from the right of way to the front of the garage door.
- The development shall feature internal sidewalks, no less than 5ft in width, constructed on both sides of all internal streets.
- Final review and approval of building elevations is subject to the Director or Assistant Director of Planning and Development, or their designee.
- Sodded yards (4 sides)
- Speed tables in coordination with Hall County Engineering

Conditions

- There shall be a mandatory Homeowners Association (HOA).
- The amenity area shall include:
  - Apartments - guest parking, outdoor pavilion, picnic area, pool, playground, mail kiosk, and pickleball court. The amenity areas shall be completed at 50% of final build-out.
  - Townhomes - guest parking, outdoor pavilion, picnic area, playground, and mail kiosk. The amenity areas shall be completed at 50% of final build-out.

- The following language shall be placed upon the final plat of the 80-acre R-MF project: "Owners and users of this property are informed of motor raceway venues nearby, and should expect noise, crowds, and other effects associated with such venues." All conditions of zoning shall be made part of any plats created for the development.
- The development shall be designed so that all state waters and required buffers (50ft and 75ft) do not encroach on any individual townhome or stacked cottage.
- All designated open space within the development shall be commonly held and shall not be individually held by any homeowner.

Parking

All parking shall comply with the standards set forth in the 2025 Hall County, Georgia Unified Development Code as follows:

Townhomes and Rear-Loaded (stacked) Townhomes	2 spaces per dwelling unit plus 1 guest space for every 4 dwelling units
Multi-Family Parking	2 spaces per dwelling unit plus 1 guest space for every 15 dwelling units

Internal Signage

The Developer and/or Builder shall be allowed to post permanent directional signs and monuments within the Community to direct traffic to sales and recreation centers and to identify differing residential areas. All permanent internal signage must be outside of any Right of Way or Utility Easement with a Landscape and Signage easement recorded on the Final Plat. Temporary Sales and Marketing signs not exceeding 32 square feet per sign face and 8 feet in height may be used along the property frontage of Old Winder Highway. No internal signage shall conflict with the 2025 Hall County Unified Development Code.

Model Home Permits

The development shall be limited to a maximum of one (1) townhome building and one (1) stacked cottage prior to approval and recording of the Final Plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided, and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permit shall be issued prior to Final Plat recording.

Sales and Construction Trailers

Applicant is requesting the ability to install one leasing trailer for apartments, one sales trailer for the townhomes and stacked cottages, and two constructions trailer with associated parking areas in locations to be determined at the time of final plat approval.

Entry Monument Signage

Applicant is requesting permission for an entry monument type of sign with a natural stone base with a sign size (monument base and signage) totaling approximately 42 SF. The entrance may include the following structural items:

- Masonry walls
- Wood or PVC fencing
- Illuminated Signage in accordance with the Hall County Sign Ordinance
- Ornamental Sculpture
- Landscaping and Irrigation

The entry monument signage shall not conflict with the 2025 Hall County Unified Development Code.

Traffic Study

A Traffic Study was conducted by NV5 Engineers and Consultants, Inc. 10745 Westside Way, Suite 300, Alpharetta, GA 30009. The following recommendations were made:

- Construction of a multilane roundabout at the proposed site access driveway, initially being developed as a single-lane roundabout until the GDOT project is completed
  - The initial single-lane roundabout will be constructed by the developer.
  - Submitted along with this Amended Project Narrative is a letter from GDOT, dated July 11, 2025, granting commercial driveway access by the Department of Transportation at the Subject Property location.

Conceptual Master Plan

The development of the community shall be controlled by the Conceptual Master Plan (the "Plan") attached as exhibit "A". The plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, amenities, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County requires the Applicant to raise Federal and State constitutional objections during the R-MF master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at

this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use 7 of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the M-U zoning request would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the

Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth 8 hereinabove.

Applicant reserves all due process rights granted to them under O.C.G.A. 36-66-5.1. et. seq, to petition the courts for review of a local government's exercise of zoning, administrative, or quasi-judicial powers, as set forth in those code sections and statutes.

Conclusion

For the foregoing reasons, the Applicant respectfully requests that this rezoning to R-MF of an existing AR-1 zoning be granted as requested by the Applicant. If there are any questions about this request, you may contact:

K2P Land Partners, LLC

ATTN: Mike Phelps

390 Brogdon Road

Suwanee, GA 30024

404-863-8195

mphelps@bfhcompany.com

K2P Land Partners, LLC

ATTN: Cameron Henderson

390 Brogdon Road

Suwanee, GA 30024

678-978-6782

cameron@atlaslanddev.com

Steven P. Gilliam

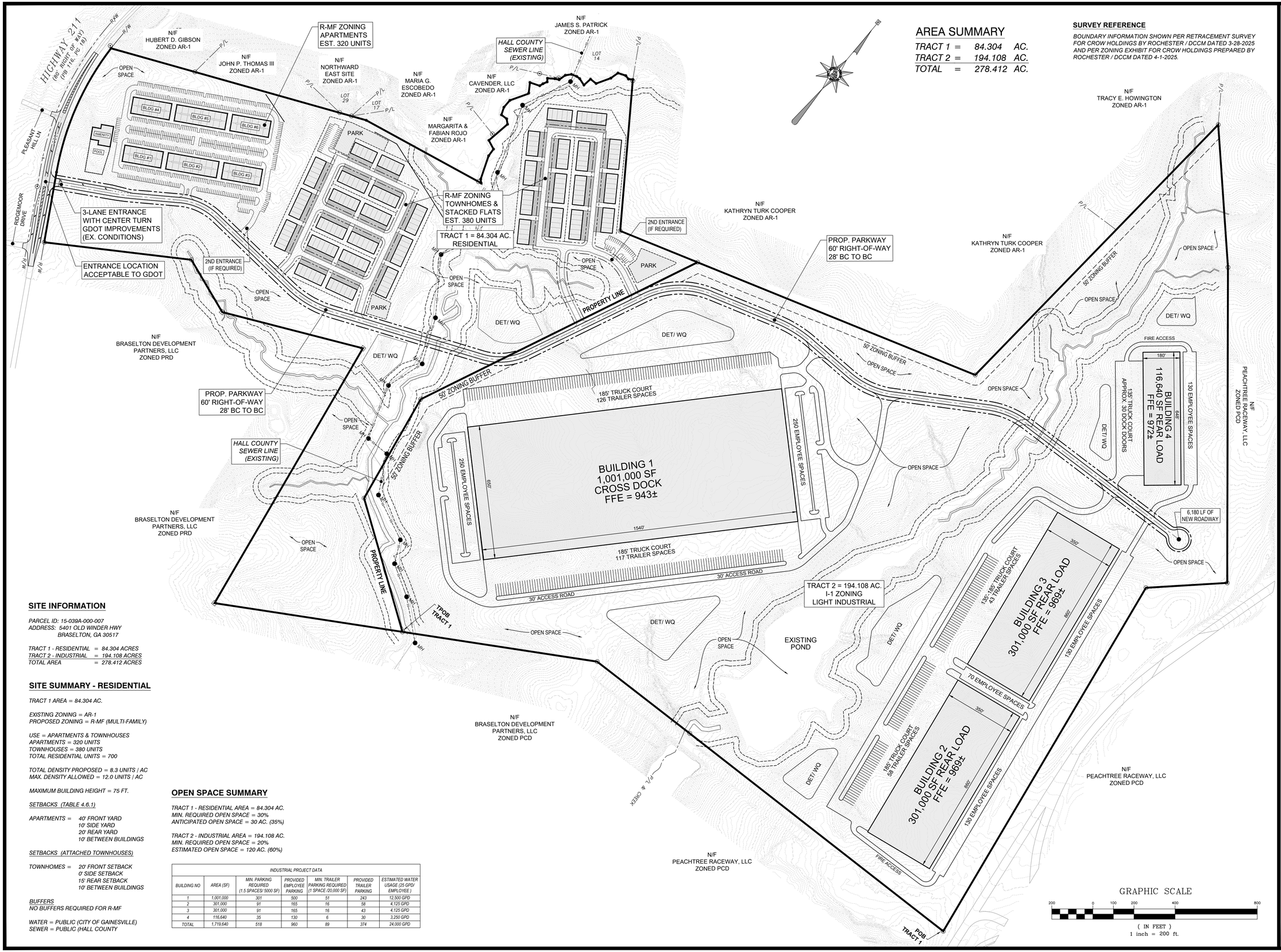
Smith, Gilliam, Williams and Miles

340 Jesse Jewell Parkway, Suite 300

Gainesville, GA 30501

770-536-3381

sgilliam@sgwmfirm.com



AREA SUMMARY

TRACT 1	=	84.304	AC.
TRACT 2	=	194.108	AC.
TOTAL	=	278.412	AC.

SURVEY REFERENCE

BOUNDARY INFORMATION SHOWN PER RETRACEMENT SURVEY FOR CROW HOLDINGS BY ROCHESTER / DCCM DATED 3-28-2025 AND PER ZONING EXHIBIT FOR CROW HOLDINGS PREPARED BY ROCHESTER / DCCM DATED 4-1-2025.

SITE INFORMATION

PARCEL ID: 15-039A-000-007
ADDRESS: 5401 OLD WINDER HWY
BRASELTON, GA 30517

TRACT 1 - RESIDENTIAL = 84.304 ACRES
TRACT 2 - INDUSTRIAL = 194.108 ACRES
TOTAL AREA = 278.412 ACRES

SITE SUMMARY - RESIDENTIAL

TRACT 1 AREA = 84.304 AC.

EXISTING ZONING = AR-1
PROPOSED ZONING = R-MF (MULTI-FAMILY)

USE = APARTMENTS & TOWNHOUSES
APARTMENTS = 320 UNITS
TOWNHOUSES = 380 UNITS
TOTAL RESIDENTIAL UNITS = 700

TOTAL DENSITY PROPOSED = 8.3 UNITS / AC
MAX. DENSITY ALLOWED = 12.0 UNITS / AC

MAXIMUM BUILDING HEIGHT = 75 FT.

SETBACKS (TABLE 4.6.1)

APARTMENTS = 40' FRONT YARD
10' SIDE YARD
20' REAR YARD
10' BETWEEN BUILDINGS

SETBACKS (ATTACHED TOWNHOUSES)

TOWNHOMES = 20' FRONT SETBACK
0' SIDE SETBACK
15' REAR SETBACK
10' BETWEEN BUILDINGS

BUFFERS
NO BUFFERS REQUIRED FOR R-MF

WATER = PUBLIC (CITY OF GAINESVILLE)
SEWER = PUBLIC (HALL COUNTY

OPEN SPACE SUMMARY

TRACT 1 - RESIDENTIAL AREA = 84.304 AC.
MIN. REQUIRED OPEN SPACE = 30%
ANTICIPATED OPEN SPACE = 30 AC. (35%)

TRACT 2 - INDUSTRIAL AREA = 194.108 AC.
MIN. REQUIRED OPEN SPACE = 20%
ESTIMATED OPEN SPACE = 120 AC. (60%)

INDUSTRIAL PROJECT DATA

BUILDING NO	AREA (SF)	MIN. PARKING REQUIRED (1.5 SPACES/ 5000 SF)	PROVIDED EMPLOYEE PARKING	MIN. TRAILER PARKING REQUIRED (1 SPACE /20,000 SF)	PROVIDED TRAILER PARKING	ESTIMATED WATER USAGE (25 GPD/ EMPLOYEE)
1	1,001,000	301	500	51	243	12,500 GPD
2	301,000	91	165	16	58	4,125 GPD
3	301,000	91	165	16	43	4,125 GPD
4	116,640	35	130	6	30	3,250 GPD
TOTAL	1,719,640	518	960	89	374	24,000 GPD

GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

REED
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100 Old Dawson Village Rd
Suite 110
Dawsonville, GA 30534
Phone: 706-531-8428

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GSWCC LEVEL 2
CERTIFIED DESIGN
PROFEESIONAL

CERTIFICATION NO. 1639
EXPIRES 10/27/2026

K2P, LLC
MIXED USE DEVELOPMENT
5401 OLD WINDER HWY.

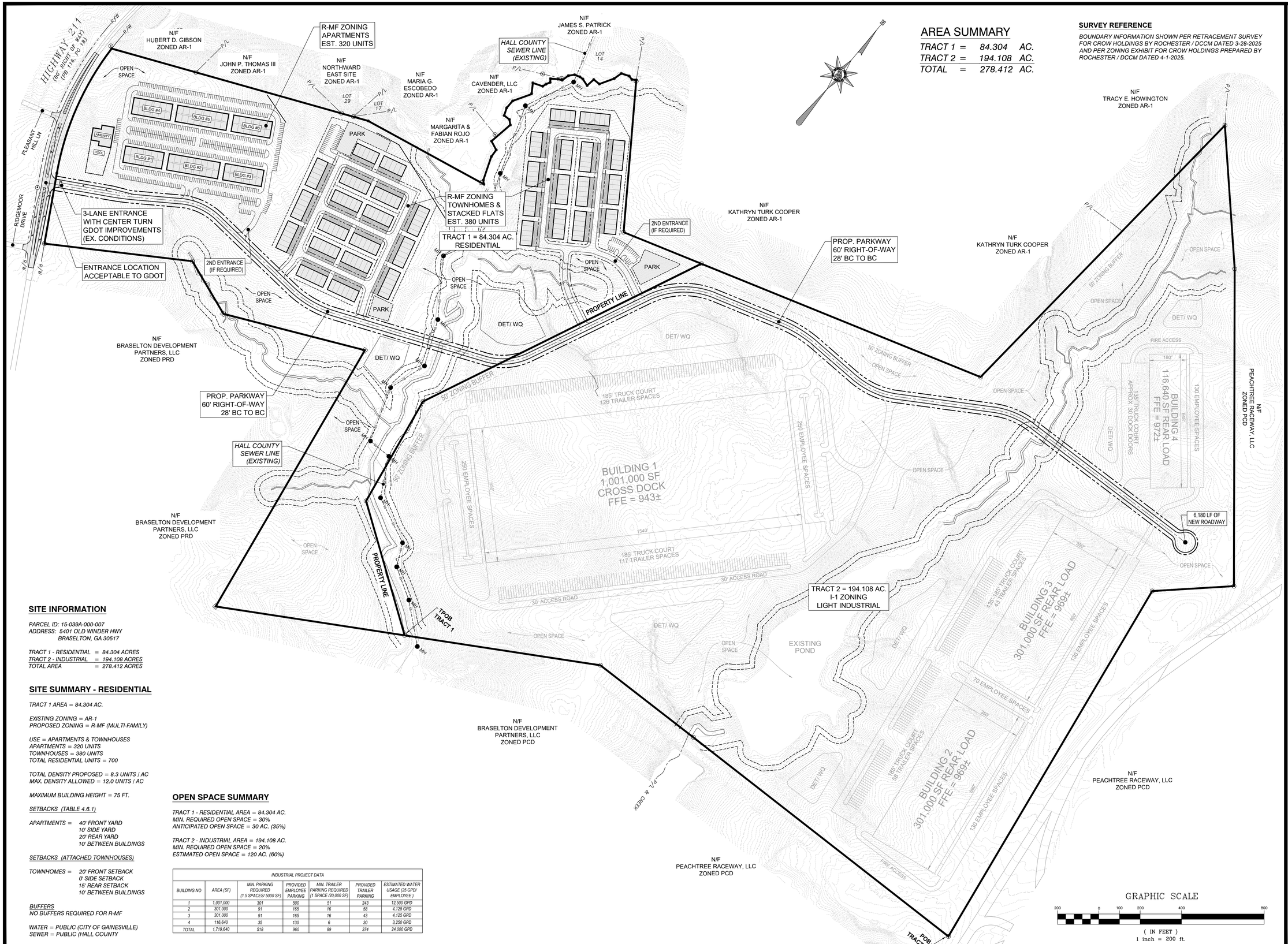
PARCEL	15-039A-000007
LAND LOT	-
DISTRICT	GMD-392
CITY	-
COUNTY	HALL
STATE	GEORGIA

REZONING
PLAN

JOB NUMBER	DATE
25101	3-20-2025

DATE	NO	REVISION
4-29-2025	1	UPDATED LAYOUTS
5-30-2025	2	REVISED ENTRANCE
7-15-2025	3	REVISED ENTRANCE

C-1.0



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3	301,000	91	165	16	43	4,125 GPD
4	116,640	35	130	6	30	3,250 GPD
TOTAL	1,719,640	518	960	89	374	24,000 GPD

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5401 OLD WINDER HWY.

PARCEL	15-039A-000007
LAND LOT	-
DISTRICT	GMD-392
CITY	-
COUNTY	HALL
STATE	GEORGIA

REZONING
PLAN

JOB NUMBER	DATE
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DATE	NO	REVISION
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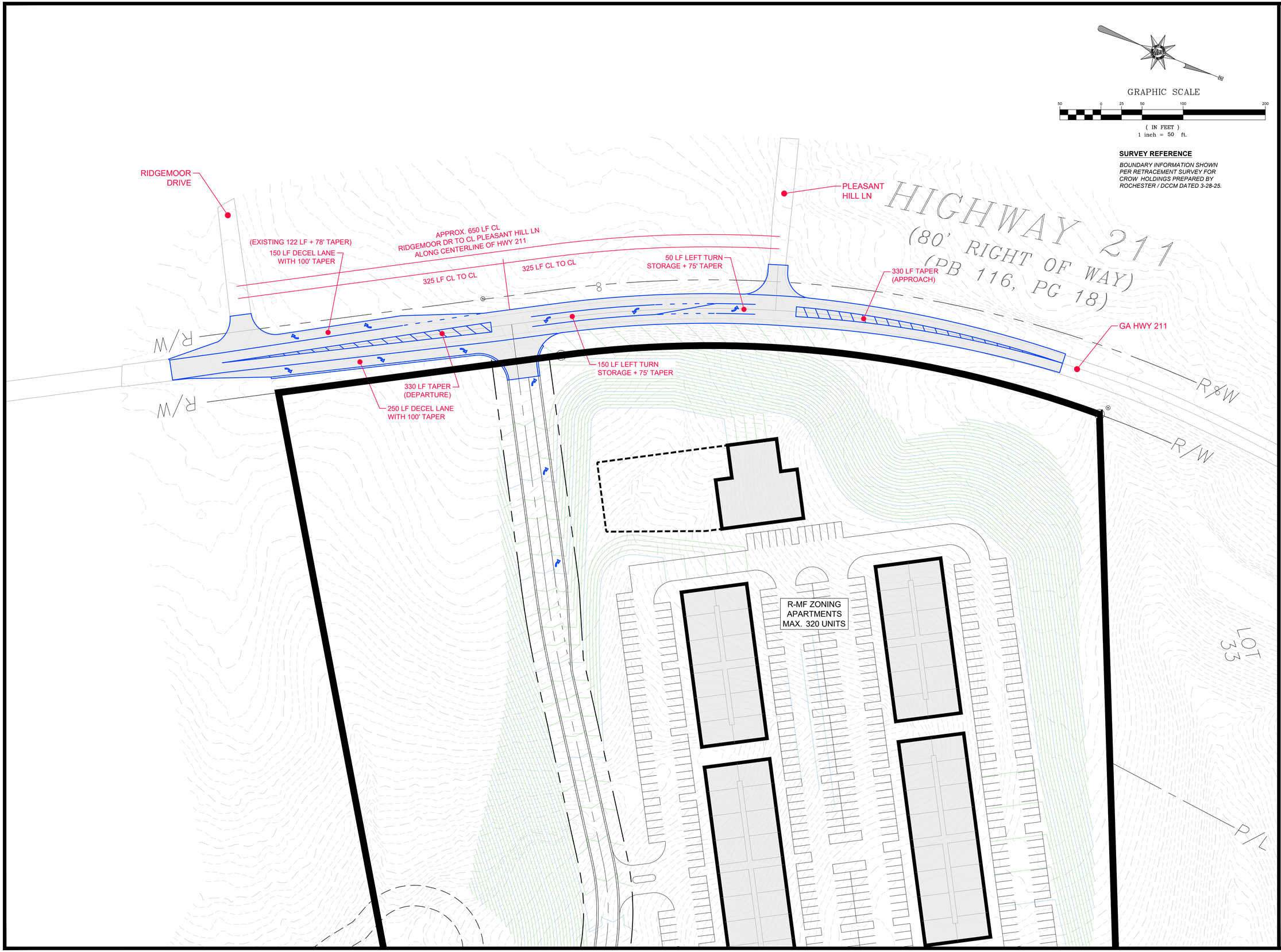
7-15-2025	3	REVISED ENTRANCE

C-1.A



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

SURVEY REFERENCE

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5401 OLD WINDER HWY.

PARCEL	15-039A-000007
LAND LOT	-
DISTRICT	GMD-392
CITY	-
COUNTY	HALL
STATE	GEORGIA

GDOT CONCEPT
(EX. CONDITION)

JOB NUMBER	DATE
25101	6-20-2025

DATE	NO	REVISION

C-2.A



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

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PROFEESIONAL

CERTIFICATION NO. 1639
EXPIRES 10/27/2026

K2P, LLC
MIXED USE DEVELOPMENT
5401 OLD WINDER HWY.

PARCEL	15-039A-000007
LAND LOT	-
DISTRICT	GMD-392
CITY	-
COUNTY	HALL
STATE	GEORGIA

GDOT CONCEPT
(FUTURE)

JOB NUMBER	DATE
25101	6-20-2025

DATE	NO	REVISION

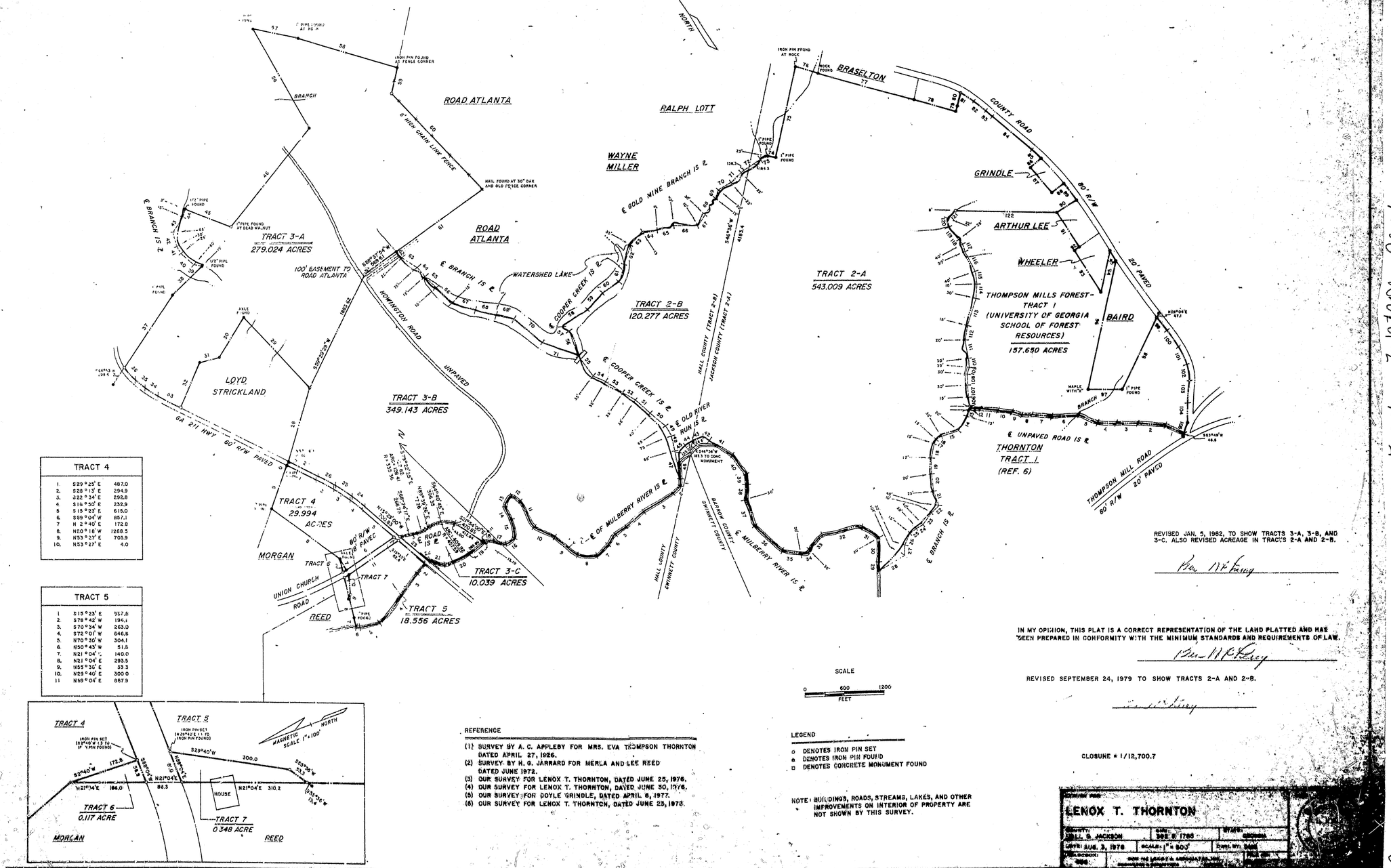
C-2.B

TRACT 3

1	S 40° 43' W	100.0	19.	S 83° 13' W	290.0	37.	N 66° 53' E	1297.2	64.	S 4° 26' E	173.5
2	S 50° 10' W	207.1	20.	N 75° 12' W	406.6	38.	N 79° 26' E	622.2	65.	S 11° 51' E	227.3
3	N 85° 55' W	909.6	21.	N 54° 26' W	201.1	39.	N 49° 12' W	124.6	66.	S 9° 14' E	333.6
4.	S 80° 35' W	344.3	22.	S 76° 42' W	19.5	40.	N 13° 58' W	261.7	67.	S 40° 04' E	370.3
5.	N 81° 14' W	704.1	23.	N 15° 23' W	539.9	41.	N 5° 36' E	123.3	68.	S 39° 50' E	314.2
6.	S 65° 32' W	187.6	24.	N 16° 51' W	236.8	42.	N 18° 44' E	215.9	69.	S 46° 30' E	255.7
7	S 78° 51' W	235.0	25.	N 22° 34' W	298.0	43.	N 68° 10' E	269.8	70.	S 15° 11' E	544.3
8	N 53° 26' W	285.7	26.	N 28° 12' W	298.8	44.	N 45° 56' E	132.8	71.	S 36° 07' E	598.5
9.	N 17° 34' W	416.0	27.	N 29° 25' W	491.1	45.	S 34° 32' E	735.3	72.	S 2° 23' E	374.9
10.	N 29° 54' W	347.0	28.	N 50° 23' E	1142.3	46.	N 72° 47' E	1864.6	73.	S 32° 45' E	203.0
11.	N 6° 46' E	434.4	29.	N 9° 08' W	1435.1	47.	N 4° 57' E	1702.1	74.	S 21° 23' E	302.1
12.	N 28° 08' W	150.0	30.	S 65° 07' W	706.7	48.	S 42° 52' E	696.3	75.	S 28° 59' E	217.8
13.	S 54° 02' W	195.3	31.	N 89° 46' W	295.6	49.	S 39° 12' E	1538.0	76.	S 21° 23' E	374.9
14.	S 66° 39' W	218.8	32.	S 57° 30' W	730.9	50.	S 47° 16' W	396.0	77.	S 41° 21' E	1468.1
15.	S 23° 11' W	274.5	33.	N 29° 27' W	378.6	51.	S 44° 48' E	1942.9	78.	S 40° 10' E	637.0
16.	S 89° 18' W	108.0	34.	N 27° 22' W	218.9	52.	S 88° 38' W	1565.7	79.	N 47° 31' E	96.8
17.	S 64° 01' W	73.4	35.	N 14° 55' W	196.6	53.	S 11° 16' E	145.6	80.	N 43° 51' E	193.2
18.	S 44° 59' W	214.3	36.	N 6° 47' W	229.7	54.	S 21° 01' E	263.7	81.	S 24° 16' E	231.4
19.	S 32° 52' W	240.3							82.	S 15° 42' E	232.0
20.	S 24° 38' W	257.9							83.	S 9° 48' E	121.2
21.	S 16° 20' W	225.6							84.	S 15° 44' E	750.5

TRACT 2

	N 29° 37' W	301.9	22.	S 82° 11' W	180.0	43.	N 79° 40' W	178.5	84.	S 60° 28' E	294.5
	N 51° 46' W	410.2	23.	S 68° 28' W	221.8	44.	N 67° 13' W	153.9	85.	S 72° 14' E	247.7
	N 56° 55' W	311.8	24.	N 84° 21' W	110.0	45	S 82° 23' W	127.8	86.	S 55° 01' E	372.5
4.	N 38° 25' W	268.5	25.	S 86° 45' W	116.1	46.	S 36° 32' W	309.4	87.	N 87° 10' E	203.0
5.	N 50° 45' W	298.4	26.	S 59° 11' W	191.3	47.	N 28° 37' E	332.5	88.	N 17° 00' E	295.5
6.	N 59° 51' W	404.8	27.	S 34° 58' W	150.2	48.	N 19° 47' E	222.6	89.	N 53° 10' E	129.6
7.	N 51° 34' W	295.2	28.	S 88° 15' W	455.4	49.	N 5° 15' E	171.0	90.	S 84° 39' E	221.7
8.	N 55° 15' W	147.9	29.	N 24° 44' E	146.5	50.	N 17° 16' W	284.8	91.	S 1° 42' W	117.8
9.	N 37° 26' W	148.1	30.	N 36° 14' E	409.1	51.	N 13° 46' W	284.9	92.	N 88° 21' E	208.7
10.	N 52° 09' W	206.2	31.	N 26° 28' W	287.0	52.	N 26° 28' W	217.8	93.	S 1° 42' W	720.8
11.	N 49° 18' W	238.2	32.	N 64° 50' W	832.5	53.	N 21° 23' W	308.1	94.	N 44° 09' E	668.0
12.	N 55° 15' W	158.3	33.	S 77° 07' W	284.4	54.	N 32° 46' W	203.0	95.	S 34° 11' W	1395.8
13.	S 54° 02' W	121.9	34.	S 89° 49' W	141.4	55.	N 2° 23' W	374.9	96.	S 46° 06' W	2660.1
14.	S 61° 48' W	246.8	35.	N 45° 02' W	594.9	56.	N 17° 13' E	380.4	97.	S 36° 12' E	488.7
15.	N 73° 50' W	267.0	36.	N 13° 12' W	560.2	57.	N 28° 43' W	138.7	98.	N 59° 09' E	1775.8
16.	S 89° 30' W	64%	37.	N 12° 36' E	395.5	58.	N 66° 05' E	483.9	99.	S 4° 51' E	243.3
17.	S 84° 01' W	73.4	38.	N 43° 11' E	228.3	59.	N 76° 08' E	325.2	100.	S 1° 55' W	594.4
18.	S 44° 59' W	214.3	39.	N 27° 35' E	154.9	60.	S 88° 35' E	291.0	101.	S 8° 26' W	593.2
19.	S 32° 52' W	240.3	40.	N 1° 44' W	335.8	61.	N 30° 40' E	285.5	102.	S 21° 49' W	704.1
20.	S 24° 38' W	257.9	41.	N 23° 05' W	397.9	62.	N 51° 35' E	307.1	103.	S 39° 07' W	338.5
21.	S 16° 20' W	225.6	42.	N 24° 00' W	115.8	63.	N 75° 12' E	267.0	104.	S 33° 06' W	296.2
									105.	S 53° 49' W	183.9



TRACT 4

1.	S 29° 25' E	487.0
2.	S 28° 13' E	294.9
3.	S 22° 34' E	292.8
4.	S 16° 50' E	232.9
5.	S 15° 03' E	615.0
6.	S 89° 04' W	857.1
7	N 2° 40' E	172.8
8.	N 00° 18' W	1288.5
9.	N 53° 27' E	703.9
10.	N 53° 27' E	4.0

TRACT 5

1	S 15° 23' E	957.6
2.	S 78° 42' W	194.1
3.	S 70° 54' W	263.0
4.	S 72° 01' W	646.8
5.	N 70° 30' W	304.1
6.	N 50° 43' W	51.8
7.	N 21° 04' E	140.0
8.	N 21° 04' E	293.5
9.	N 55° 30' E	33.3
10.	N 29° 40' E	300.0
11	N 69° 04' E	867.9

REFERENCE

(1) SURVEY BY A. C. APPLEBY FOR MRS. EVA THOMPSON THORNTON DATED APRIL 27, 1926.
(2) SURVEY BY H. G. JARRARD FOR MERLA AND LEE REED DATED JUNE 1972.
(3) OUR SURVEY FOR LENOX T. THORNTON, DATED JUNE 25, 1976.
(4) OUR SURVEY FOR LENOX T. THORNTON, DAVED JUNE 30, 1976.
(5) OUR SURVEY FOR DOYLE GRINDLE, DATED APRIL 6, 1977.
(6) OUR SURVEY FOR LENOX T. THORNTON, DATED JUNE 23, 1978.

SCALE
0 600 1200
FEET

LEGEND
- o DENOTES IRON PIN SET
- ● DENOTES IRON PIN FOUND
- □ DENOTES CONCRETE MONUMENT FOUND

NOTE: BUILDINGS, ROADS, STREAMS, LAKES, AND OTHER IMPROVEMENTS OR INTERIOR OF PROPERTY ARE NOT SHOWN BY THIS SURVEY.

REVISED JAN. 5, 1982, TO SHOW TRACTS 3-A, 3-B, AND 3-C. ALSO REVISED ACREAGE IN TRACTS 2-A AND 2-B.

Ben W. Finley

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

Ben W. Finley

REVISED SEPTEMBER 24, 1979 TO SHOW TRACTS 2-A AND 2-B.

Ben W. Finley

CLOSURE = 1/12,700.7

PLAT FOR
LENOX T. THORNTON
COUNTY: HALL & JACKSON
DATE: SEE 6' 1788
STATE: GEORGIA
DATE: AUG. 2, 1978
SCALE: 1" = 600'
SURV. BY: [illegible]
FIELD BOOK: [illegible]
PAGE: [illegible]

Recorded February 3, 1982 — H. Grady Watson, Clerk

SURVEY NOTES

1. THE FIELD DATA DATED 3/25/2025 & 3/26/2025 UPON WHICH THIS PLAT IS BASED HAS AN AVERAGE RELATIVE PRECISION ACCURACY OF LESS THAN 0.09 FEET. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R12i GNSS GPS RECEIVER WITH A TRIMBLE TSC7 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM BASE STATIONS OPERATED BY TRIMBLE NAVIGATION, AND ADJUSTED USING LEAST SQUARES. THIS VALUE WAS DERIVED FROM GPS PROCESSING SOFTWARE. THE HORIZONTAL DATA FOR THIS SURVEY IS NORTH AMERICAN DATUM OF 1983 (NAD 83 GEORGIA WEST ZONE).

2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,997,542 FEET.

3. THIS PROPERTY MAY OR MAY NOT CONTAIN WETLAND AREAS. NO EFFORTS HAVE BEEN MADE BY THIS SURVEYOR TO IDENTIFY OR LOCATE ANY WETLAND AREAS ON THIS PROPERTY. A QUALIFIED WETLAND SPECIALIST OR BIOLOGIST, PRIOR TO ANY LAND DISTURBANCE, SHOULD PERFORM WETLAND IDENTIFICATION AND DELINEATION.

4. CENTERLINE OF CREEK AS FIELD LOCATED ON 3/25/25 & 3/26/25 IS THE PROPERTY LINE. NATURAL WATER BOUNDARIES ARE SUBJECT TO CHANGE DUE TO NATURAL CAUSES AND IT MAY OR MAY NOT REPRESENT THE ACTUAL LOCATION OF THE LIMIT OF TITLE.

5. PORTIONS OF THIS PROPERTY ARE LOCATED IN A FLOOD HAZARD ZONE "A" PER F.E.M.A. INSURANCE RATE MAP OF HALL COUNTY, GEORGIA. MAP NO. 13139C0314G, EFFECTIVE DATE DECEMBER 1, 2022.

6. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON; ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

7. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).

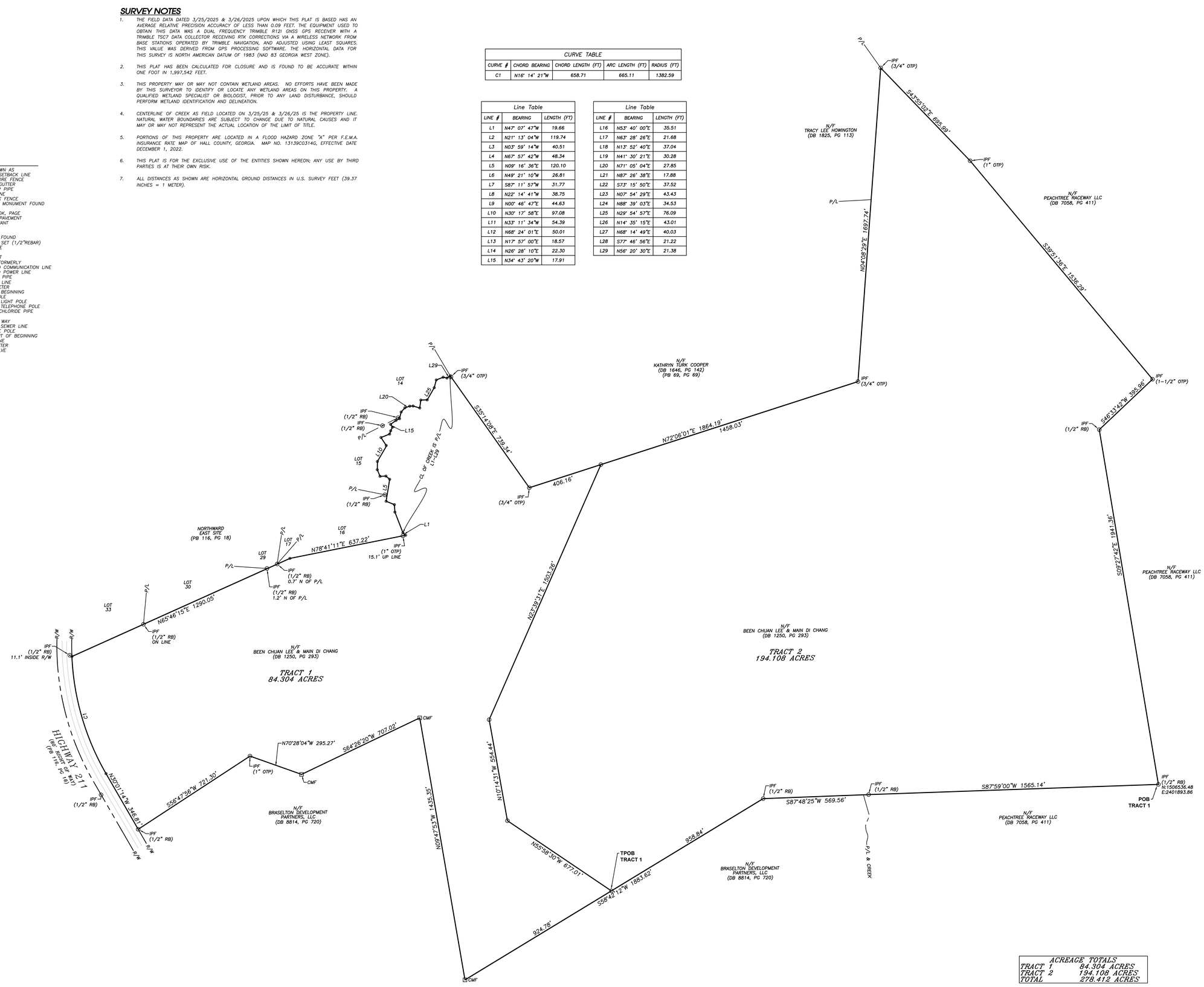
LEGEND

AKA	–	ALSO KNOWN AS
BL	–	BUILDING SETBACK LINE
BWF	–	BARBED WIRE FENCE
C&G	–	CURB & GUTTER
CTP	–	CRIMP TOP PIPE
CL	–	CENTER LINE
CLF	–	CHAIN LINK FENCE
CMF	–	CONCRETE MONUMENT FOUND
CONC	–	CONCRETE
DB,PG	–	DEED BOOK, PAGE
EP	–	EDGE OF PAVEMENT
FH	–	FIRE HYDRANT
GW	–	GUY WIRE
INV	–	INVERT
IPF	–	IRON PIN FOUND
IPS	–	IRON PIN SET (1/2"REBAR)
LP	–	LIGHT POLE
MH	–	MANHOLE
MON	–	MONUMENT
N/F	–	NOW OR FORMERLY
–OC–	–	OVERHEAD COMMUNICATION LINE
–OE–	–	OVERHEAD POWER LINE
OTP	–	OPEN TOP PIPE
P/L	–	PROPERTY LINE
PM	–	POWER METER
POB	–	POINT OF BEGINNING
PP	–	POWER POLE
PLP	–	POWER & LIGHT POLE
PTP	–	POWER & TELEPHONE POLE
PVC	–	POLYVINYLCHLORIDE PIPE
RB	–	REBAR
R/W	–	RIGHT OF WAY
–S–	–	SANITARY SEWER LINE
TP	–	TELEPHONE POLE
TPOB	–	TRUE POINT OF BEGINNING
–W–	–	WATER LINE
WM	–	WATER METER
WV	–	WATER VALVE

CURVE TABLE				
CURVE #	CHORD BEARING	CHORD LENGTH (FT)	ARC LENGTH (FT)	RADIUS (FT)
C1	N16° 14' 21"W	658.71	665.11	1382.59

Line Table		
LINE #	BEARING	LENGTH (FT)
L1	N47° 07' 47"W	19.66
L2	N21° 13' 04"W	119.74
L3	N03° 59' 14"W	40.51
L4	N67° 57' 42"W	48.34
L5	N09° 16' 36"E	120.10
L6	N49° 21' 10"W	26.81
L7	S87° 11' 57"W	31.77
L8	N22° 14' 41"W	38.75
L9	N00° 46' 47"E	44.63
L10	N30° 17' 58"E	97.08
L11	N33° 11' 34"W	54.39
L12	N68° 24' 01"E	50.01
L13	N17° 57' 00"E	18.57
L14	N26° 28' 10"E	22.30
L15	N34° 43' 20"W	17.91

Line Table		
LINE #	BEARING	LENGTH (FT)
L16	N53° 40' 00"E	35.51
L17	N63° 28' 26"E	21.68
L18	N13° 52' 40"E	37.04
L19	N41° 30' 21"E	30.28
L20	N71° 05' 04"E	27.85
L21	N87° 26' 38"E	17.88
L22	S73° 15' 50"E	37.52
L23	N07° 54' 29"E	43.43
L24	N88° 39' 03"E	34.53
L25	N29° 54' 57"E	76.09
L26	N14° 35' 15"E	43.01
L27	N68° 14' 49"E	40.03
L28	S77° 46' 56"E	21.22
L29	N56° 20' 30"E	21.38



ACREAGE TOTALS	
TRACT 1	84.304 ACRES
TRACT 2	194.108 ACRES
TOTAL	278.412 ACRES

DECM | Rochester
Rochester and Associates, LLC
425 Oak St NW, Gainesville, GA 30501
770.718.0600 p | rochester.decm.com

ZONING EXHIBIT FOR

CROW HOLDINGS

LOCATED IN LAND LOT 33 HALL COUNTY, GEORGIA

NO.	DATE	REVISIONS DESCRIPTION

GRAPHIC SCALE 0' 100' 200' 400' 600'

GEORGIA REGISTERED No. 2894 LAND SURVEYOR Robert S. Cleveland

SHEET 1 OF 1

DATE: 4/1/25
SCALE: 1" = 200'
JOB NO.: 0195131
DRAWN BY: LJG
DWG NO.: ONELEXHIBIT

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

LEGEND

AKA	–	ALSO KNOWN AS
BL	–	BUILDING SETBACK LINE
BWF	–	BARBED WIRE FENCE
C&G	–	CURB & GUTTER
CTP	–	CRIMP TOP PIPE
CL	–	CENTER LINE
CLF	–	CHAIN LINK FENCE
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PTP	–	POWER & TELEPHONE POLE
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TPOB	–	TRUE POINT OF BEGINNING
–W–	–	WATER LINE
WM	–	WATER METER
WV	–	WATER VALVE

SURVEY NOTES

1. THE FIELD DATA DATED 3/25/2025 & 3/26/2025 UPON WHICH THIS PLAT IS BASED HAS AN AVERAGE RELATIVE PRECISION ACCURACY OF LESS THAN 0.09 FEET. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R12I GNSS GPS RECEIVER WITH A TRIMBLE TSC7 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM BASE STATIONS OPERATED BY TRIMBLE NAVIGATION, AND ADJUSTED USING LEAST SQUARES. THIS VALUE WAS DERIVED FROM GPS PROCESSING SOFTWARE. THE HORIZONTAL DATA FOR THIS SURVEY IS NORTH AMERICAN DATUM OF 1983 (NAD 83 GEORGIA WEST ZONE).

2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 2,264,940 FEET.

3. THIS PROPERTY MAY OR MAY NOT CONTAIN WETLAND AREAS. NO EFFORTS HAVE BEEN MADE BY THIS SURVEYOR TO IDENTIFY OR LOCATE ANY WETLAND AREAS ON THIS PROPERTY. A QUALIFIED WETLAND SPECIALIST OR BIOLOGIST, PRIOR TO ANY LAND DISTURBANCE, SHOULD PERFORM WETLAND IDENTIFICATION AND DELINEATION.

4. CENTERLINE OF CREEK AS FIELD LOCATED L2 – L29 IS THE PROPERTY LINE. NATURAL WATER BOUNDARIES ARE SUBJECT TO CHANGE DUE TO NATURAL CAUSES AND IT MAY OR MAY NOT REPRESENT THE ACTUAL LOCATION OF THE LIMIT OF TITLE.

5. PORTIONS OF THIS PROPERTY ARE LOCATED IN A FLOOD HAZARD ZONE "A" AS PER F.E.M.A. INSURANCE RATE MAP OF HALL COUNTY, GEORGIA. COMMUNITY PANEL NO. 13139C0314G, EFFECTIVE DATE DECEMBER 1, 2022.

6. ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATES A 1/2" REBAR PLACED WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER–LSF000484", UNLESS OTHERWISE NOTED.

7. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON; ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

8. THERE ARE NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.

9. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER)

CURVE TABLE				
CURVE #	CHORD BEARING	CHORD LENGTH (FT)	ARC LENGTH (FT)	RADIUS (FT)
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L23	N07° 54' 29"E	43.43
L24	N88° 39' 03"E	34.53
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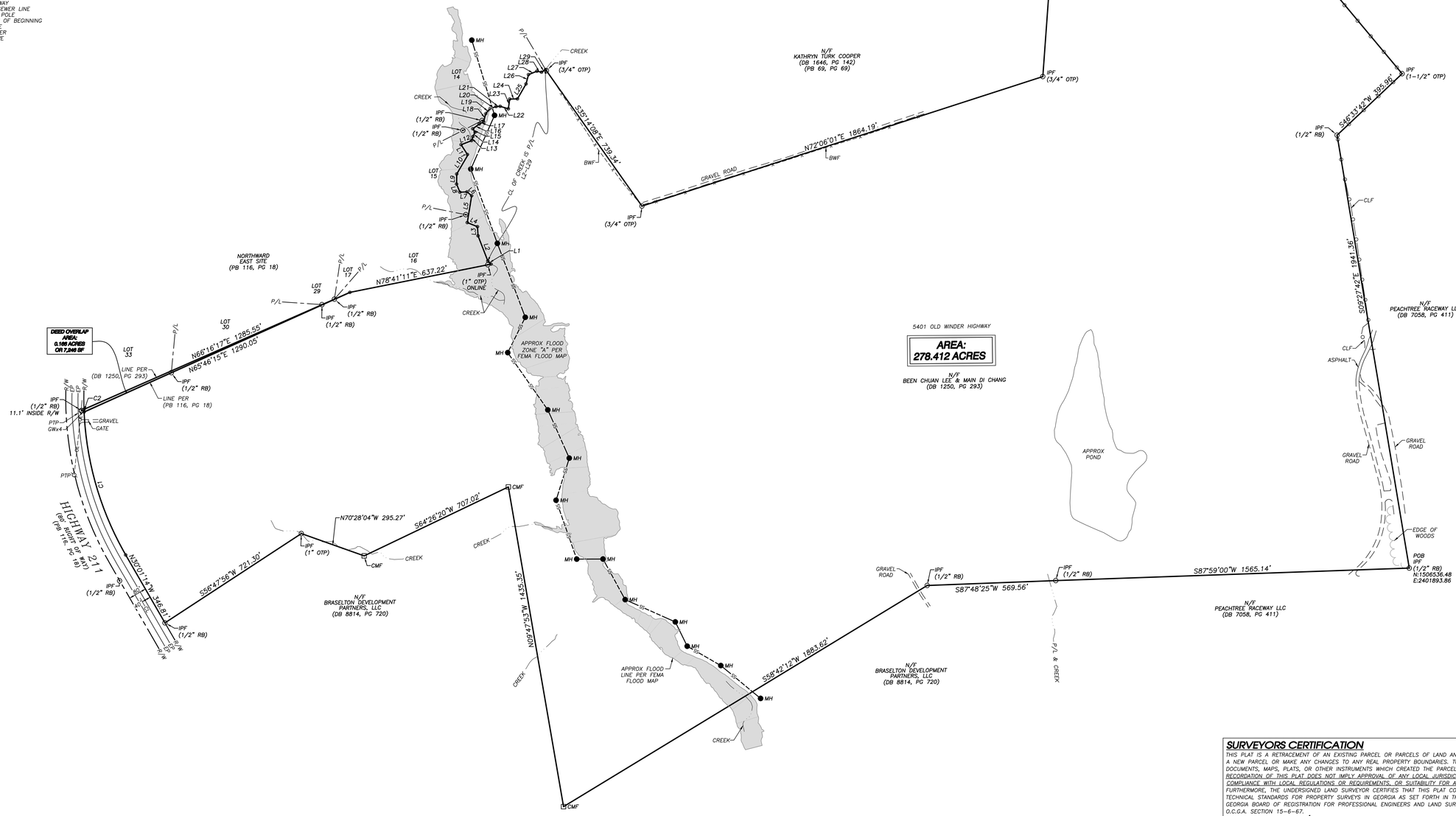


SURVEYORS CERTIFICATION

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.

04/03/2025

ROBERT S. CLEVELAND, PLS #2894 — DATE
scleveland@dccm.com
Rochester and Associates, LLC.
LSF–000484 EXPIRATION 6/30/2026
www.rochester–assoc.com

Rochester | DCCM
425 Oak St NW, Gainesville, GA 30501
770.718.0080 p | www.rochester-assoc.com

RETRACEMENT SURVEY FOR

CROW HOLDINGS

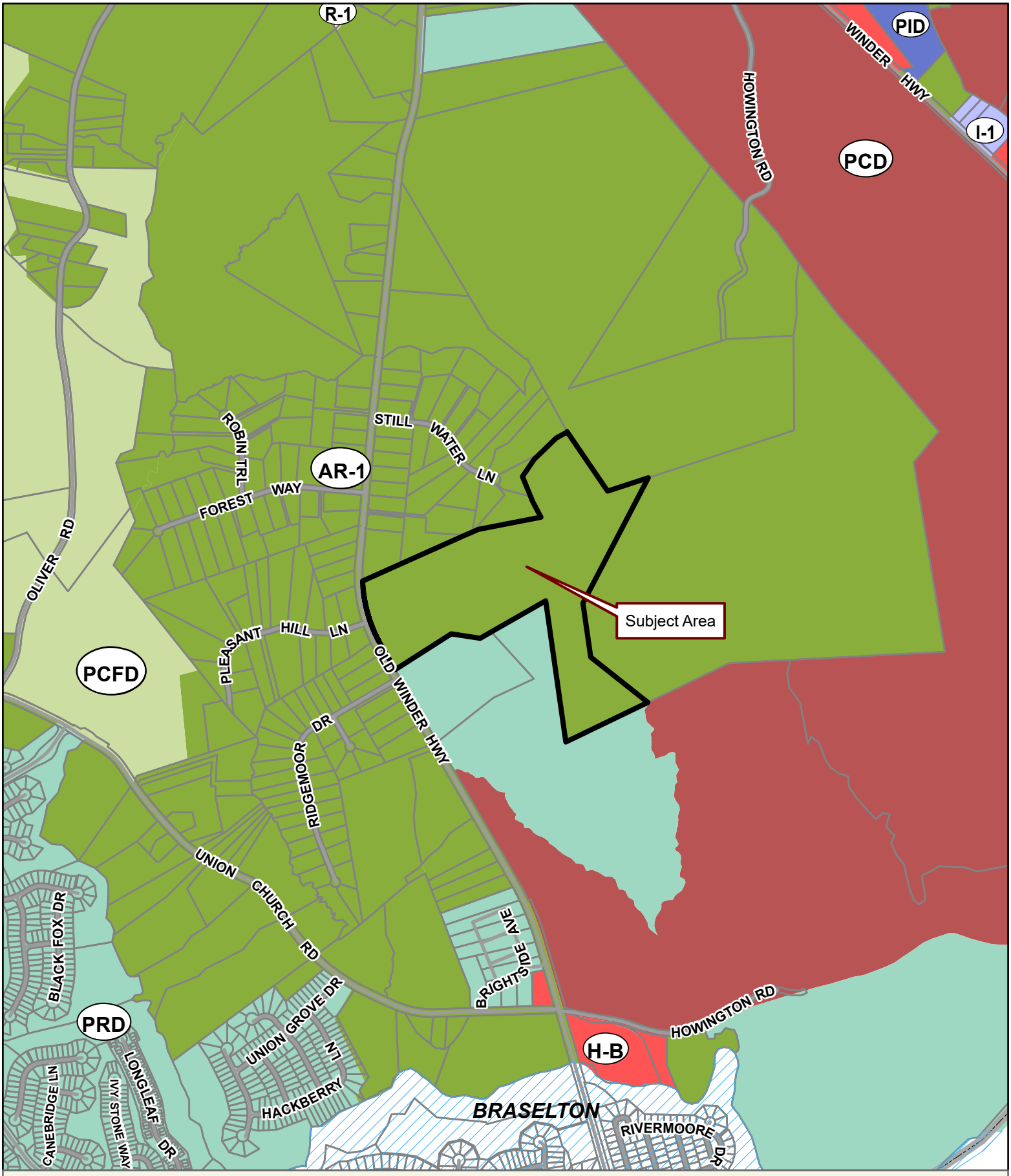
LOCATED IN LAND LOT 15 HALL COUNTY, GEORGIA

REVISIONS			
NO.	DATE	DESCRIPTION	
NO.	DATE	DESCRIPTION	

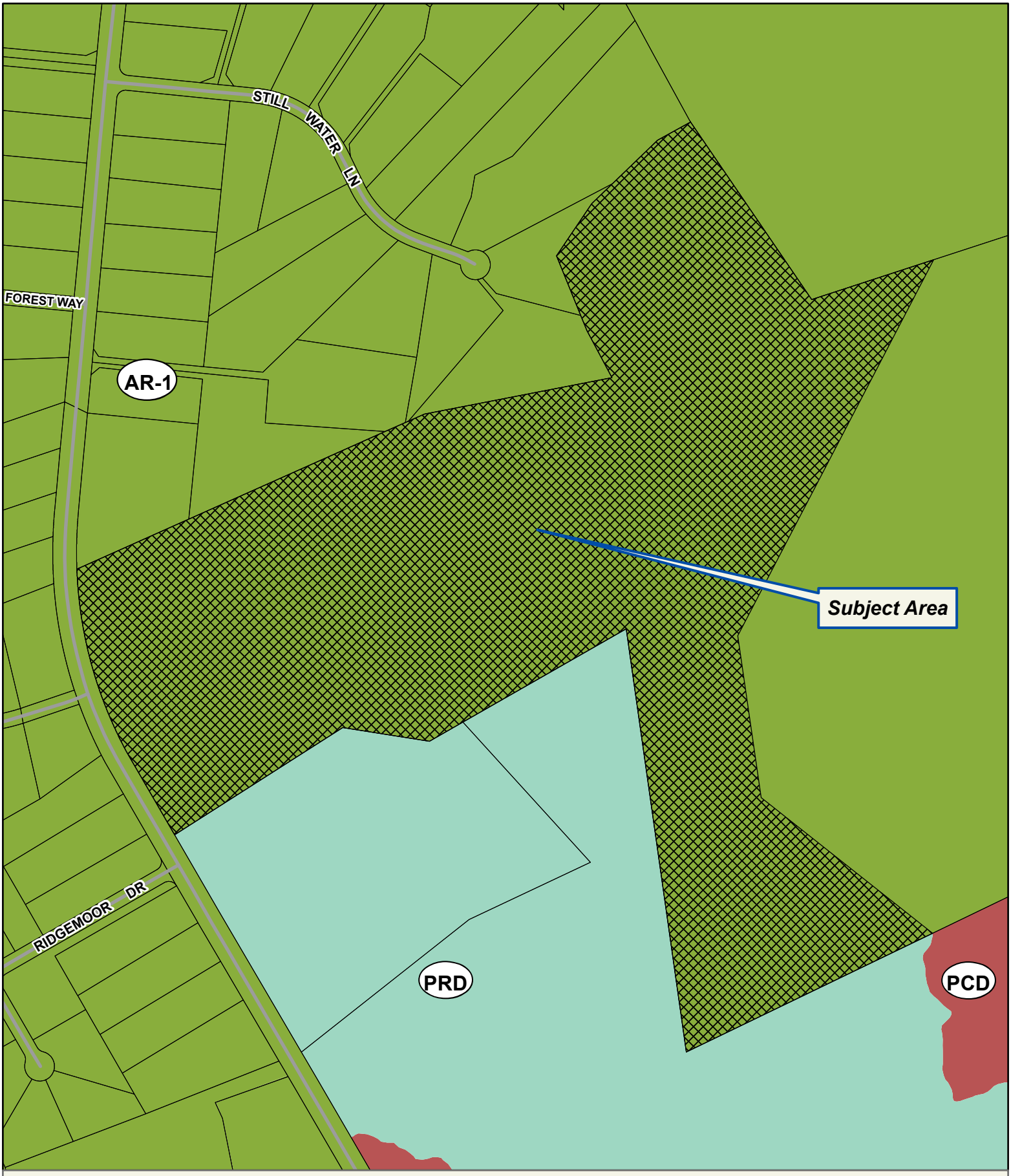
GEORGIA REGISTERED No. 2894 LAND SURVEYOR Robert S. Cleveland

SHEET 1 OF 1

DATE: 3/26/2025
SCALE: 1" = 200'
JOB NO.: 019513.CRW
DRAWN BY: MNG
DWG NO.: SRVMAP



Applicant: K2P LAND PARTNERS, LLC
Tax Parcel #: 15039A000007 (PT.)
Location: 5401 OLD WINDER HIGHWAY, BRASELTON GA 30517
Commission District 1 **PC Mtg. Date: 06/16/2025**

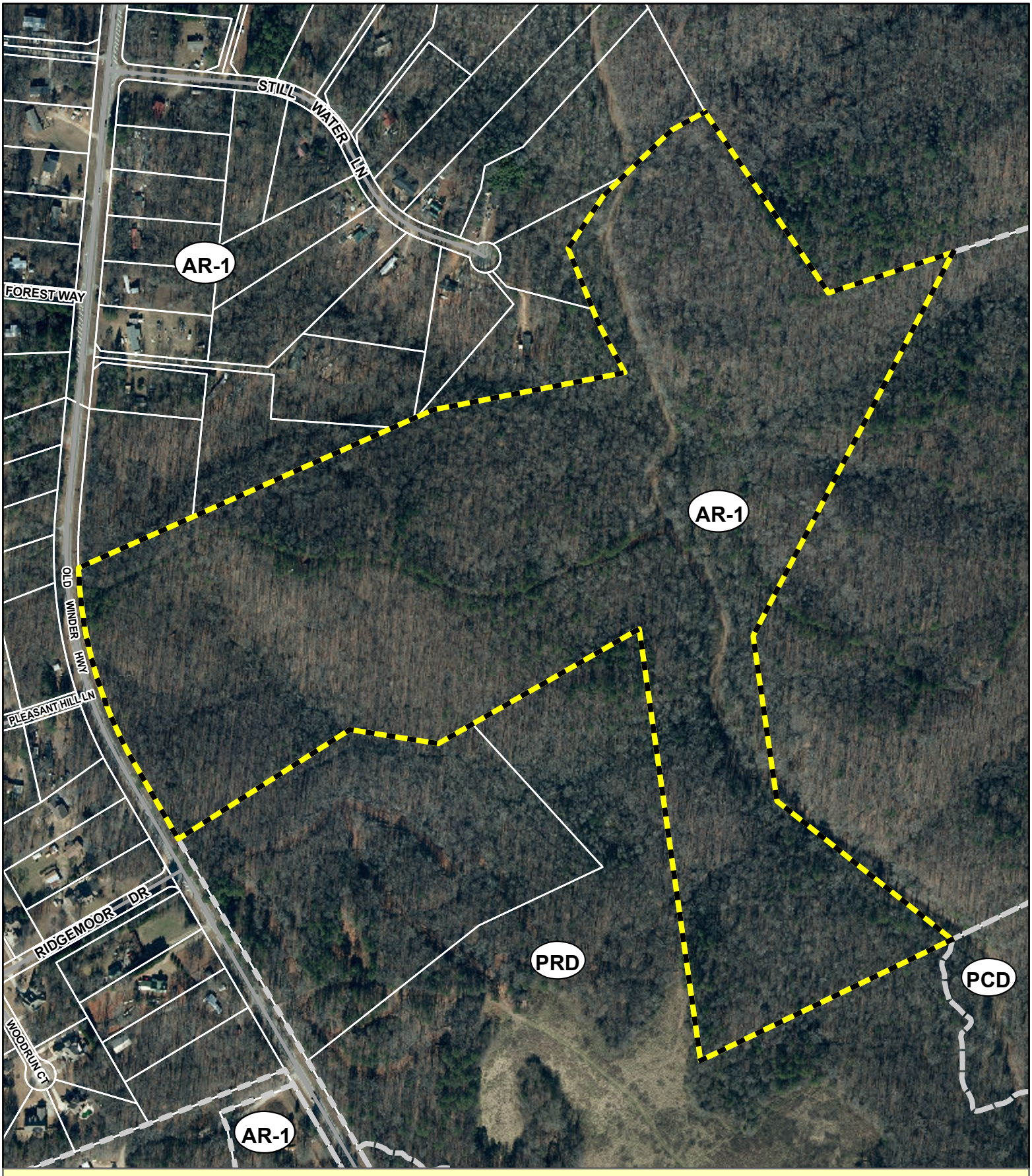


Applicant: K2P LAND PARTNERS, LLC
Tax Parcel #: 15039A000007 (PT.)
Location: 5401 OLD WINDER HIGHWAY, BRASELTON GA 30517
Commission District 1 **PC Mtg. Date: 06/16/2025**

0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



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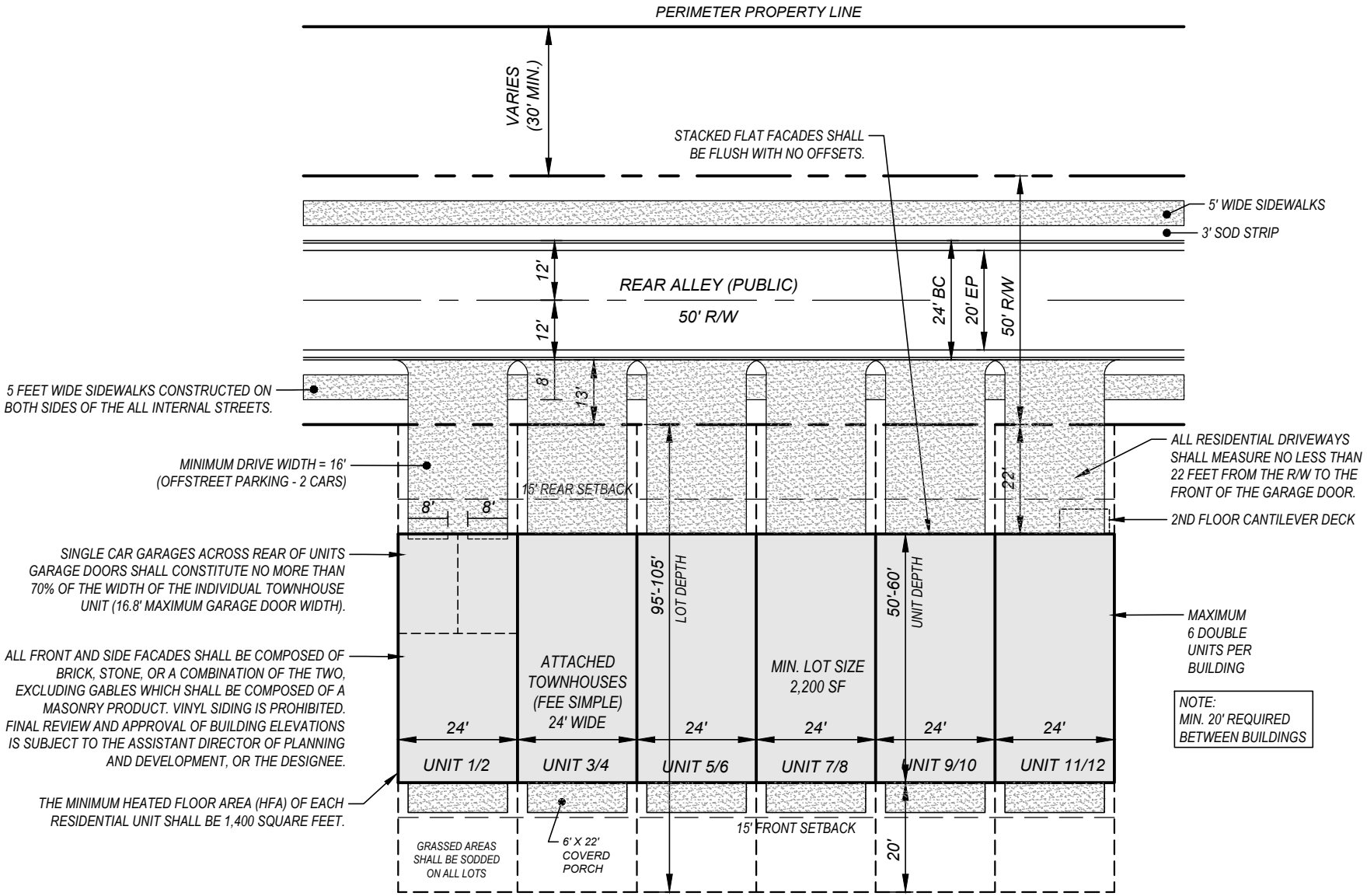
Commission District 1 **PC Mtg. Date: 06/16/2025**

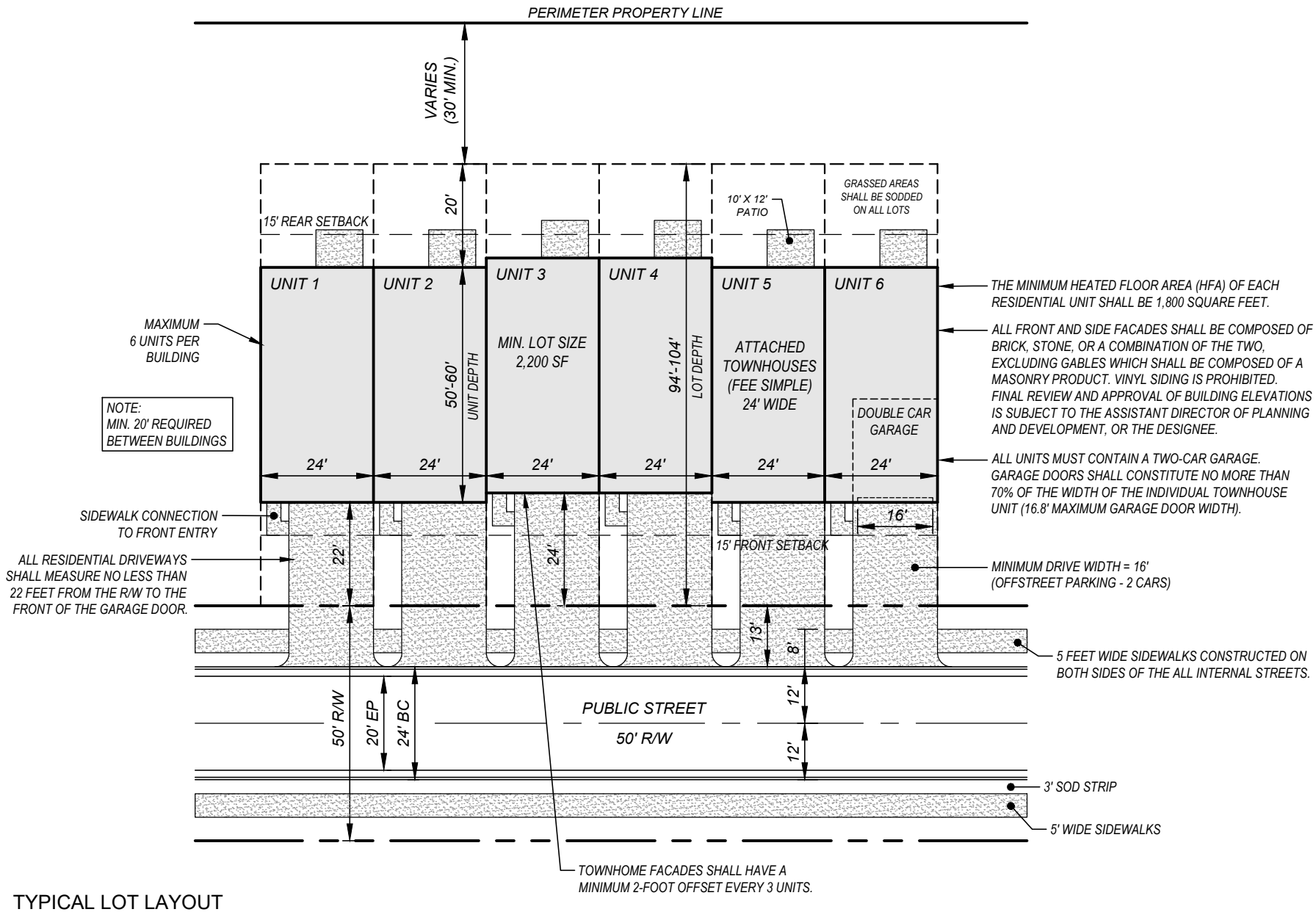
0 125 250 500
Feet

Zoning Boundary
City Limits
Subject Area

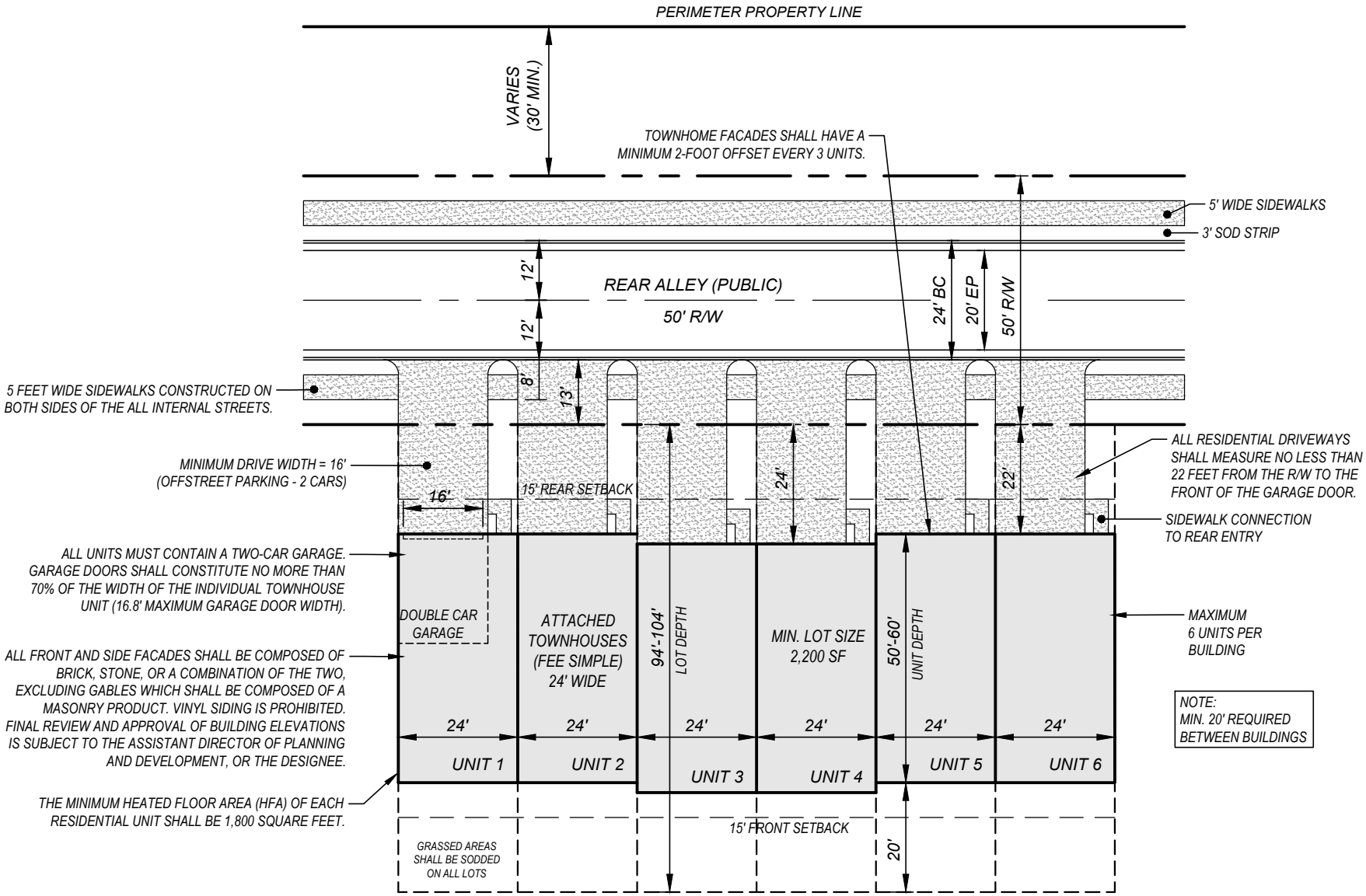
N



TYPICAL LOT LAYOUT
24' WIDE STACKED FLATS
REAR ENTRY



TYPICAL LOT LAYOUT
24' WIDE TOWNHOMES
FRONT ENTRY



TYPICAL LOT LAYOUT
24' WIDE TOWNHOMES
REAR ENTRY


1120 Jesse Jewell Pkwy




gla


gla
















illustra


ResidentialRendering.com





PARK RIDGE AT SUGAR HILL TOWNHOMES

TYPICAL 12 STACKED FLAT BUILDING



A B C D A B

FRONT ELEVATION

THE STANFORD PLAN

24' x 57' - STACKED TOWNHOMES

BUILDING CODE ANALYSIS

CONSTRUCTION CODES:

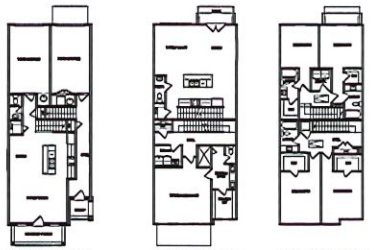
- GWINNETT COUNTY CONSTRUCTION CODE (2015)
- 2018 INTERNATIONAL RESIDENTIAL CODE WITH 2020 GEORGIA STATE AMENDMENTS
- 2018 INTERNATIONAL BUILDING CODE WITH 2020, 2022 GEORGIA STATE AMENDMENTS
- 2018 INTERNATIONAL MECHANICAL CODE WITH 2020 GEORGIA STATE AMENDMENTS
- 2018 INTERNATIONAL PLUMBING CODE WITH 2020, 2022, 2023 GEORGIA STATE AMENDMENTS
- 2018 INTERNATIONAL FUEL GAS CODE WITH 2020, 2022 GEORGIA STATE AMENDMENTS
- 2018 INTERNATIONAL FIRE CODE WITH 2022 GEORGIA STATE FIRE COMMISSIONER AMENDMENTS 120-3-3-.04
- 2015 INTERNATIONAL ENERGY CONSERVATION CODE WITH 2020, 2022, 2023 GEORGIA STATE SUPPLEMENTS AND AMENDMENTS
- 2020 NFPA NATIONAL ELECTRICAL CODE WITH 2021 GEORGIA STATE AMENDMENTS

PRODUCT:	3 STORY TOWNHOMES
OCCUPANCY CLASSIFICATION:	R-3
CONSTRUCTION TYPE:	TYPE VB (2 HOUR DWELLINGS SEPARATION BETWEEN UNITS. NON SPRINKLERED.

DRAWING INDEX

C0.0	COVER SHEET
A1.0	BUILDING FRONT & REAR ELEVATIONS
A1.1	BUILDING SIDE ELEVATIONS
A1.2	BUILDING SLAB PLAN
A1.3	BUILDING MAIN LEVEL FLOOR PLAN
A1.4	BUILDING UPPER LEVEL FLOOR PLAN
A1.5	BUILDING 3RD LEVEL FLOOR PLAN
A1.6	BUILDING ROOF PLAN
A2.0	FRONT ELEVATION 'A' & 'B'
A2.1	FRONT ELEVATION 'C' & 'D'
A2.2	SIDE ELEVATIONS 'A' & 'C'
A2.3	SIDE ELEVATIONS 'B' & 'D'
A2.4	REAR ELEVATIONS
A2.5	ROOF PLANS
A3.1	SLAB FOUNDATION & 1ST FLOOR PLANS
A4.1	2ND & 3RD LEVEL FLOOR PLANS
A5.1	FLOOR PLAN UNIT A
A6.1	FLOOR PLANS UNIT B
A7.1	ELECTRICAL PLANS UNIT A
A7.2	ELECTRICAL PLANS UNIT B
A8.1	2-HOURS FIRE RATED WALL/ CEILING ASSEMBLIES

FLOOR PLANS



1ST FLOOR LEVEL 2ND FLOOR LEVEL 3RD FLOOR LEVEL

AREA CALCULATION

24' x 57'

SQUARE FOOTAGE - UNIT A	
MAIN LEVEL	420
UPPER LEVEL	309
3RD LEVEL	656
TOTAL HEATED	1384
1 CAR GARAGE	292
FRONT PORCH	90
TOTAL ENCLOSED	2330

SQUARE FOOTAGE - UNIT B	
MAIN LEVEL	397
UPPER LEVEL	643
3RD LEVEL	629
TOTAL HEATED	1669
1 CAR GARAGE	292
FRONT STOOP	39
REAR DECK	60
TOTAL ENCLOSED	1869

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NO	DESCRIPTION :	DATE :

DESIGNER :

VIEWPOINT DESIGN

4841 BELLE ESTATES RD.
SUWANEE, GEORGIA 30024
gc.viewpointdesign@gmail.com
PHONE (404) 518-9956

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PROJECT NAME :

PARK RIDGE AT SUGARHILL
THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER

SOUTHERN HERITAGE HOMES

390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE

COVER SHEET

Date	8/29/2024
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	C0.0



1 Building Front Elevation



2 Building Rear Elevation

NO	DESCRIPTION :	DATE :

DESIGNER :
VIEWPOINT DESIGN
4841 BELLE ESTATES RD.
SUWANEE, GEORGIA 30024
gc.viewpointdesign@gmail.com
PHONE (404) 518-0956

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PROJECT NAME :
PARK RIDGE AT SUGARHILL
THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
FRONT & REAR ELEVATIONS

Date	8/29/2024
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A1.0

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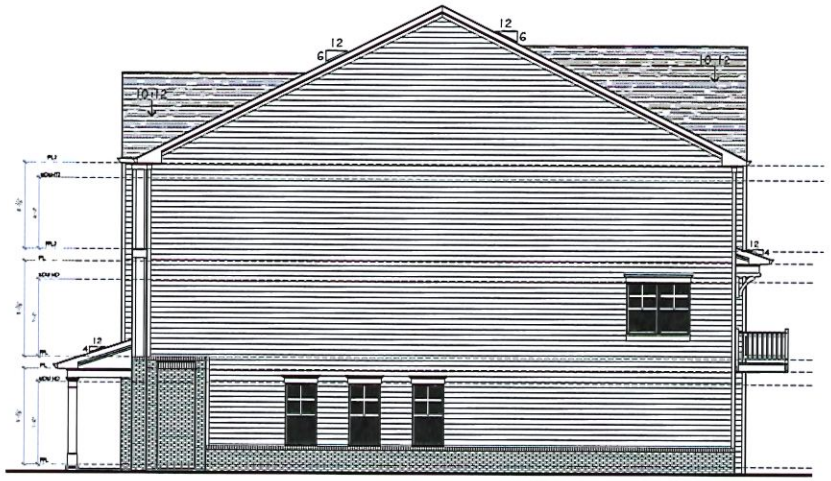
1 Building Left Side Elevation



2 Building Right Side Elevation

NO	DESCPRITION :	DATE :

DESIGNER :

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4841 BELLE ESTATES RD.
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PROJECT NAME :

PARK RIDGE AT SUGARHILL
THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER

SOUTHERN HERITAGE HOMES

390 BROGDON RD.,
SUWANEE. GA 30024

SHEET TITLE

BUILDING SIDE ELEVATIONS

Date	8/29/2024
Scale	AS NOTED
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Job No.	N/A
Sheet	A1.1

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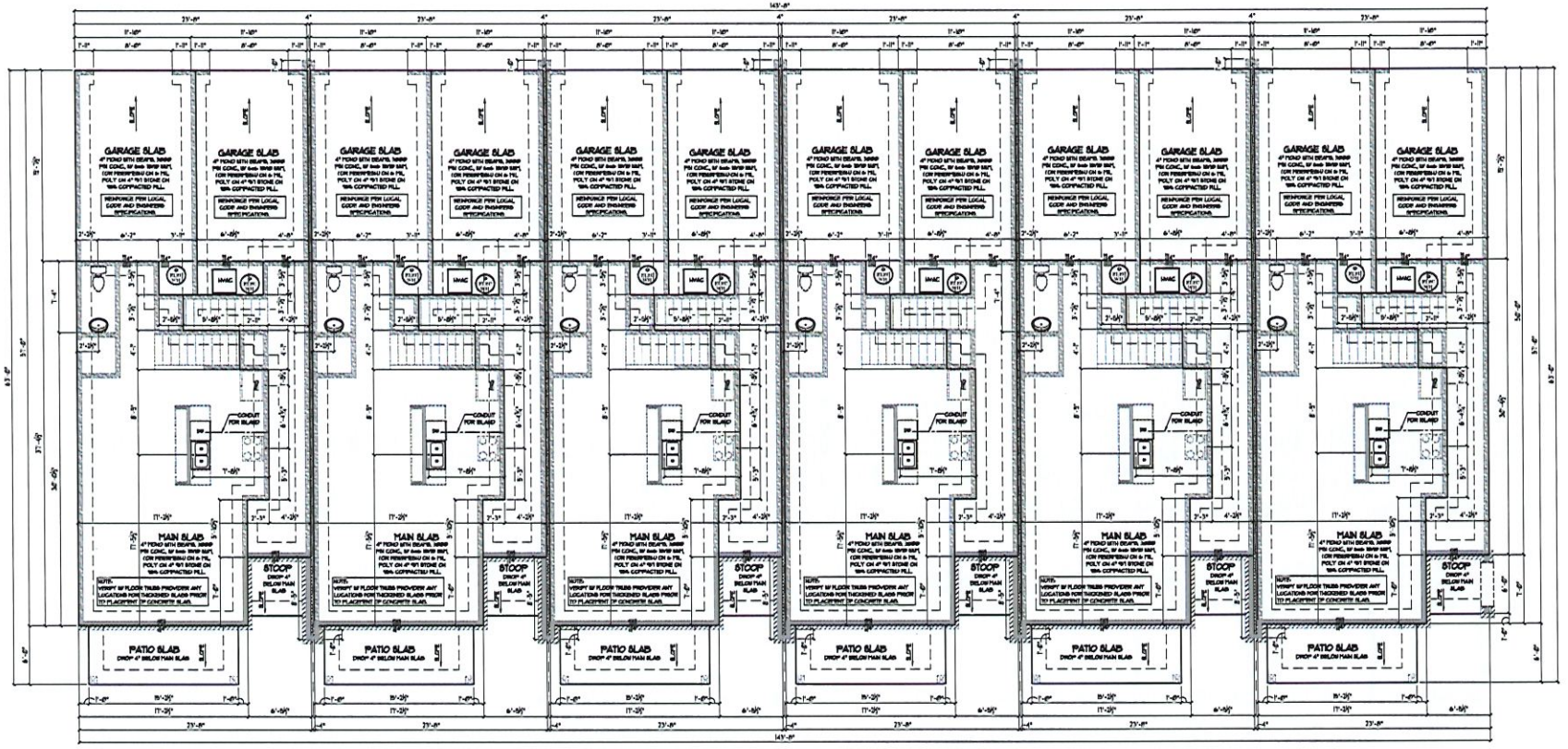

1 Building Slab Foundation Plan

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PROJECT NAME :
PARK RIDGE AT SUGARHILL
THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
BUILDING SLAB PLAN

Date	8/29/2024
Scale	AS NOTED
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Job No.	N/A
Sheet	A1.2

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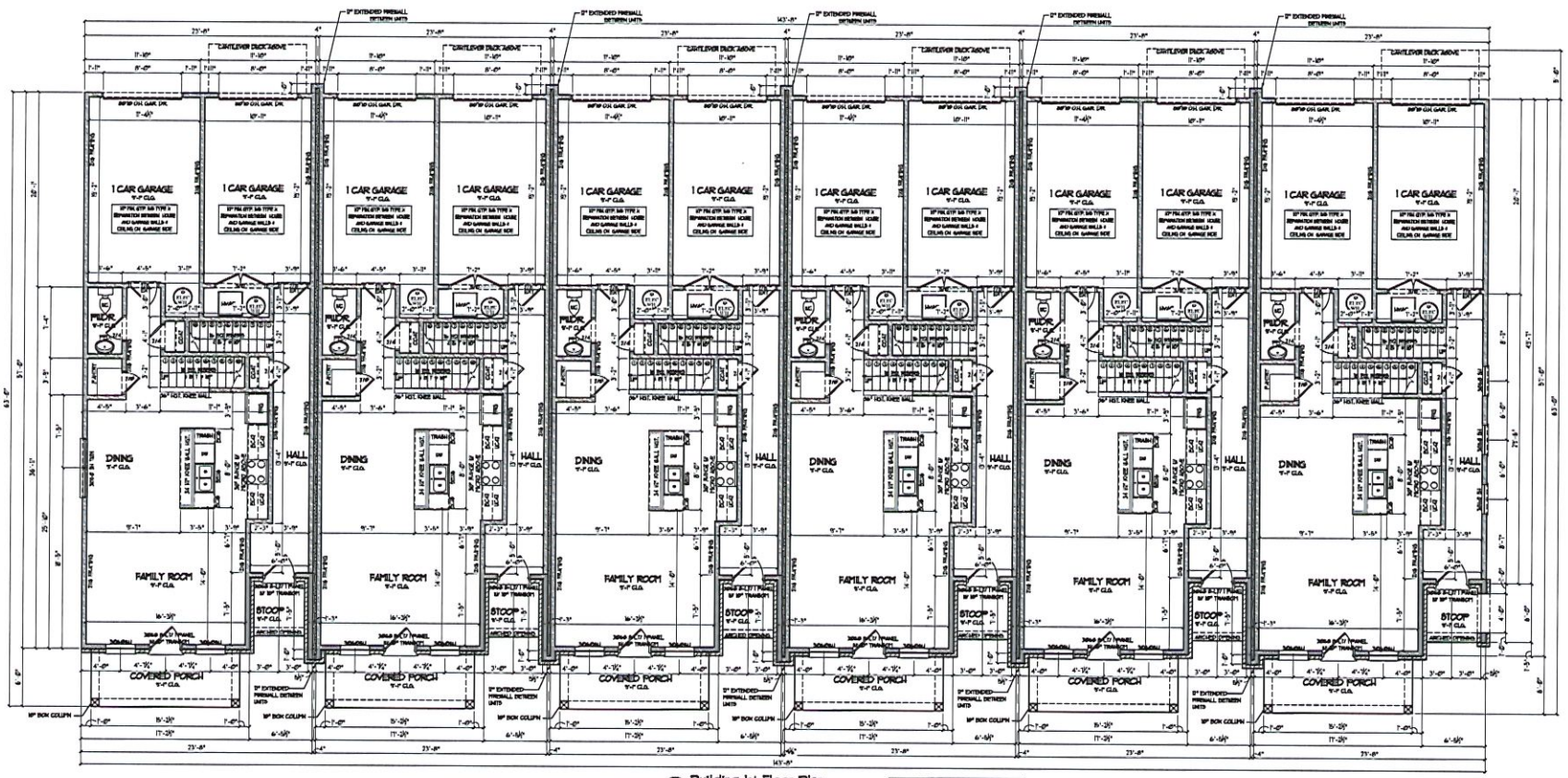

1 Building 1st Floor Plan
SCALE: 3/16" = 1'-0"

5/8" FIN GYP. % TYPE X SEPARATION ON ALL COTTON ADJOINING WALLS + CEILINGS

RECEPTACLE OUTLETS LOCATED IN A COTTON RATED WALL MUST BE STAGGERED BETWEEN STUDS AND MUST HAVE A MINIMUM SEPARATION OF 24 INCHES.

THE SUPPORTING CONSTRUCTION FOR ALL FIRE RATED FLOORS WILL HAVE AN EQUAL OR GREATER FIRE RESISTANCE RATING AS THE SUPPORTED FLOORS. THIS INCLUDES ALL LOAD BEARING WALLS POSTS AND GIRDERS WALL

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PROJECT NAME :
PARK RIDGE AT SUGARHILL
THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE. GA 30024

SHEET TITLE
BUILDING 1ST FLOOR PLAN

Date	8/29/2024
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Job No.	N/A
Sheet	A1.3

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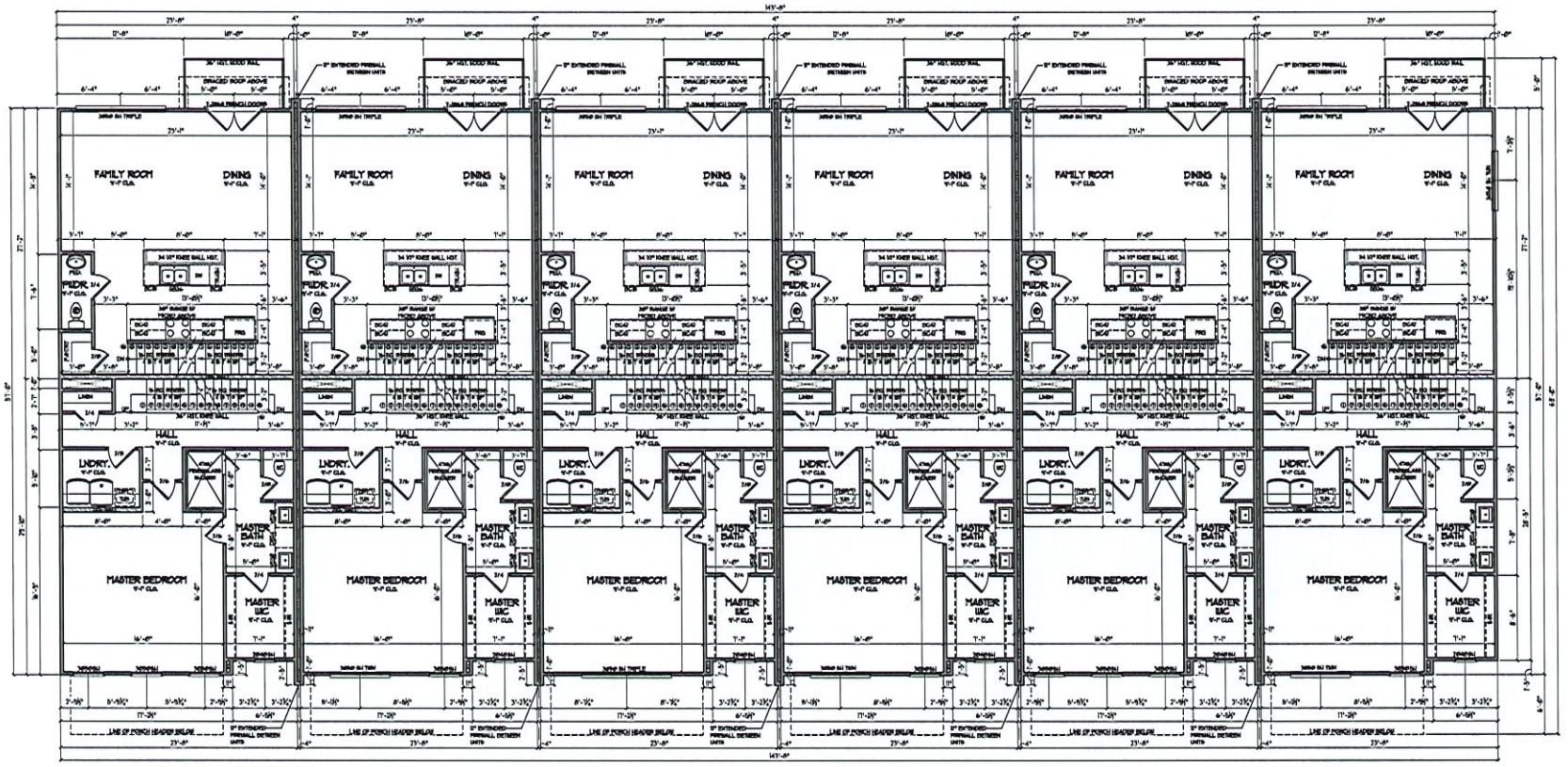

1 Building 2nd Floor Plan
SCALE: 3/16" = 1'-0"

IF FIN. ATTY. IS TYPE X SEPARATION ON ALL COTTON ADJOINING WALLS + CEILING

RECEPTACLE OUTLETS LOCATED IN A COTTON RATED WALL MUST BE STAGGERED BETWEEN STUDS AND MUST HAVE A MINIMUM SEPARATION OF 24 INCHES.

THE SUPPORTING CONSTRUCTION FOR ALL FIRE RATED FLOORS WILL HAVE AN EQUAL OR GREATER FIRE RESISTANCE RATING AS THE SUPPORTED FLOORS. THIS INCLUDES ALL LOAD BEARING WALLS POSTS AND GIRDERS SHALL

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PROJECT NAME :

PARK RIDGE AT SUGARHILL
THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER

SOUTHERN HERITAGE HOMES

390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE

BUILDING 2ND FLOOR PLAN

Date	8/29/2024
Scale	AS NOTED
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Job No.	N/A
Sheet	A1.4

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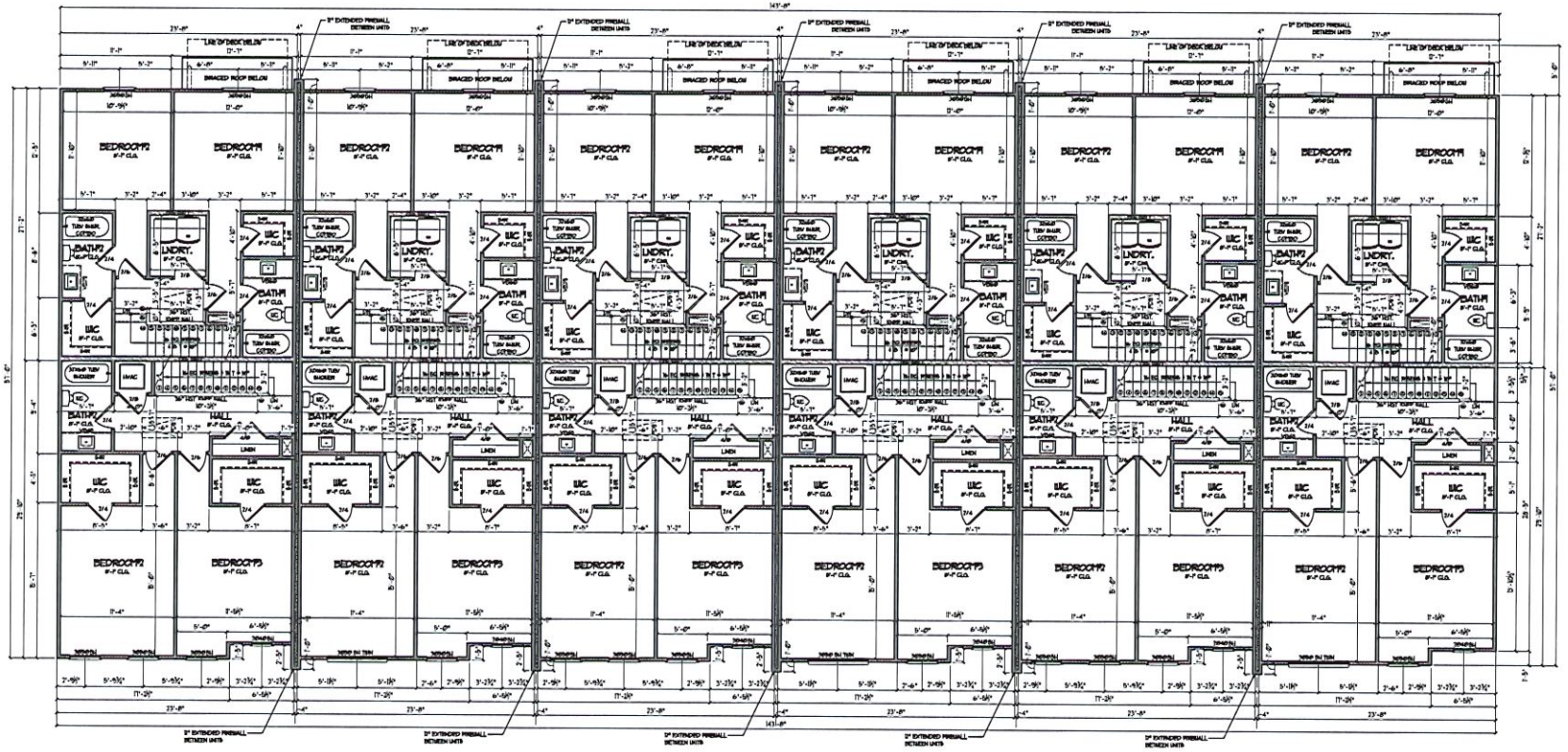

1 Building 3rd Floor Plan
SCALE: 3/16" = 1'-0"

3/8" FIN. GYP. ½ TYPE X SEPARATION ON ALL COTTON ADJOINING WALLS & CEILINGS

RECEPTACLE OUTLETS LOCATED IN A COTTON RATED WALL PLAT BE STAGGERED BETWEEN STUDS AND PLAT HAVE A FINISH REPARATION OF 24 INCHES.

THE SUPPORTING CONSTRUCTION FOR ALL FIRE RATED FLOORS WILL HAVE AN EQUAL OR GRATER FIRE RESISTANCE RATING AS THE SUPPORTED FLOORS THIS INCLUDES ALL LOAD BEARING WALLS POSTS AND GIRDERS SHALL

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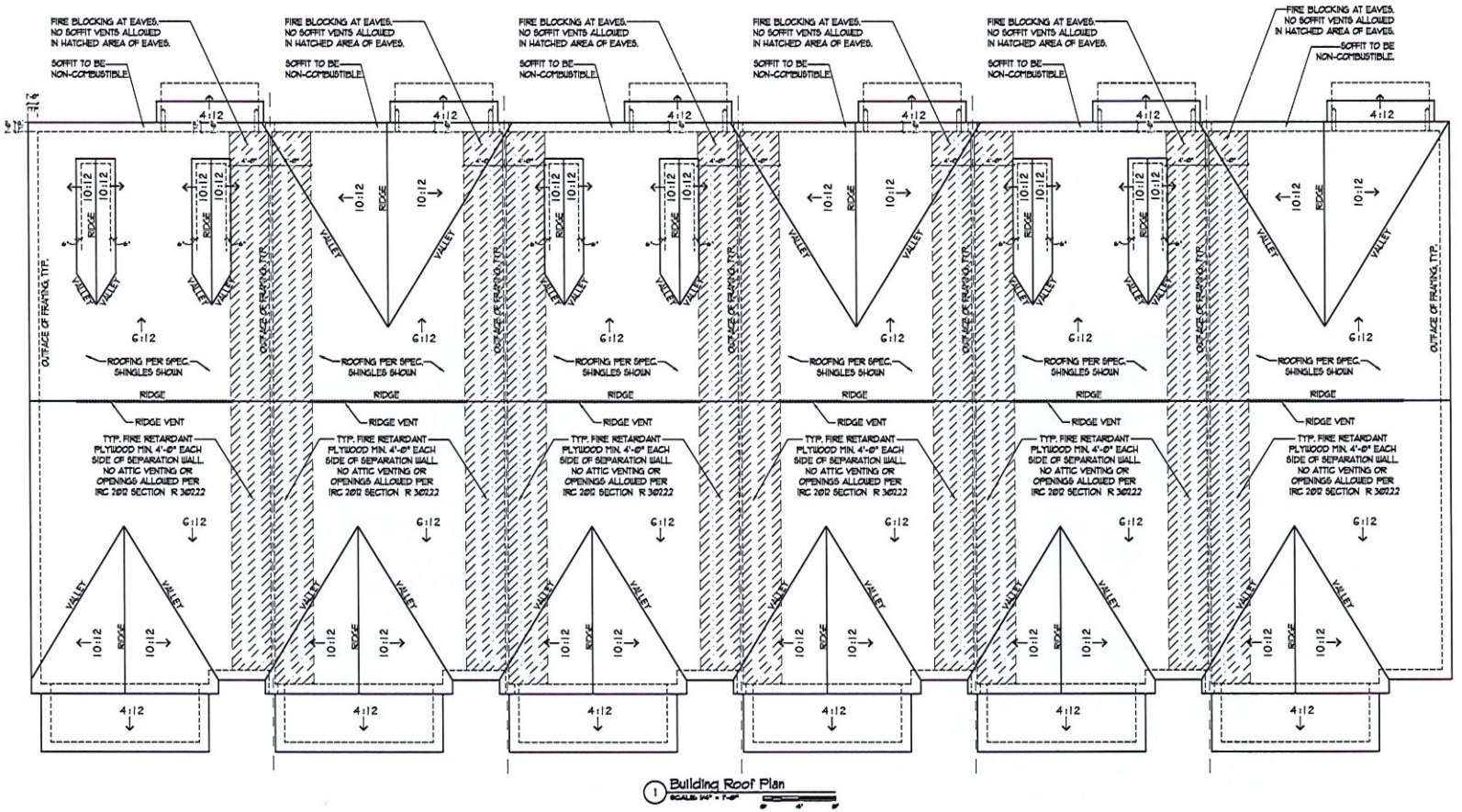
PROJECT NAME :
PARK RIDGE AT SUGARHILL
THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
BUILDING 3RD FLOOR PLAN

Date	8/29/2024
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A1.5

ATTIC VENT CALCULATION: 1:300 RATIO. (PER 2012 IRC SECTION R806.2)
ROOF AREA: 1609 SQ. FT.
1609 SQ. FT. / 300 = 5.01 SQ. FT. X 144 = 722.4 SQ. IN. OF VENT REQ'D. 722.4 SQ. IN. / 2 = 361.2 SQ. IN.
VENTILATION REQUIRED:
RIDGE VENTILATION (HIGH) 361 SQ. IN. NFA EXHAUST REQUIRED. 361 SQ. IN. NFA INTAKE REQUIRED.
NOTE:
GENERAL CONTRACTOR SHALL VERIFY THE NET FREE VENTILATION OF THE VENT PRODUCT SELECTED BY OWNER. VERIFY WITH MANUFACTURER OF HIGH AND LOW VENTS TO BE USED FOR MINIMUM CALCULATED VENTS REQUIRED. THE REQUIRED VENTILATION SHALL BE MAINTAINED. PROVIDE INSULATION STOP SUCH THAT INSULATION DOES NOT OBSTRUCT FREE AIR MOVEMENT AS REQUIRED BY THE BUILDING OFFICIAL.



1 Building Roof Plan

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PROJECT NAME :
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THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
BUILDING ROOF PLAN

Date	8/29/2024
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A1.6

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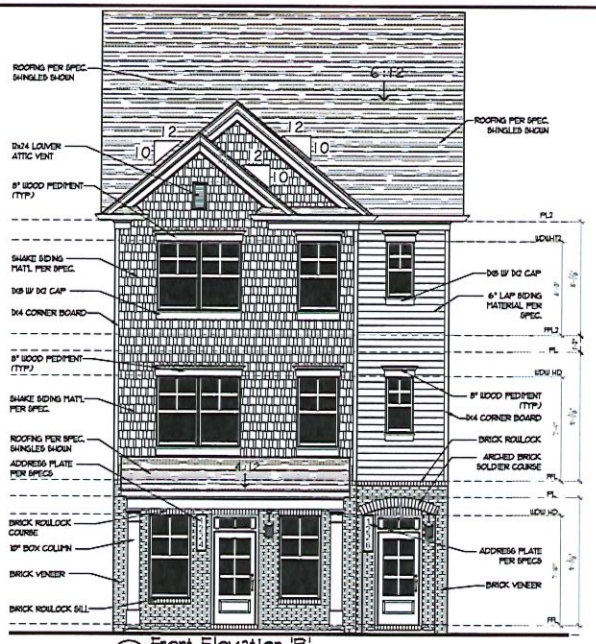
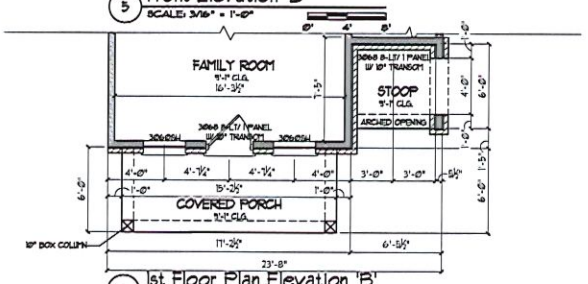
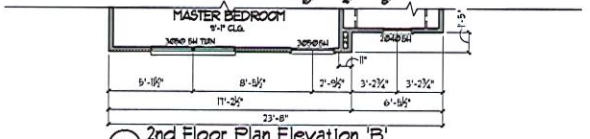


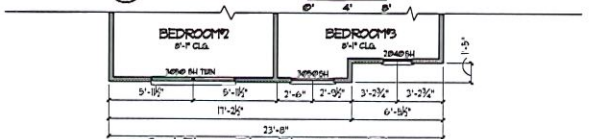
5 Front Elevation 'B'
SCALE: 3/16" = 1'-0"



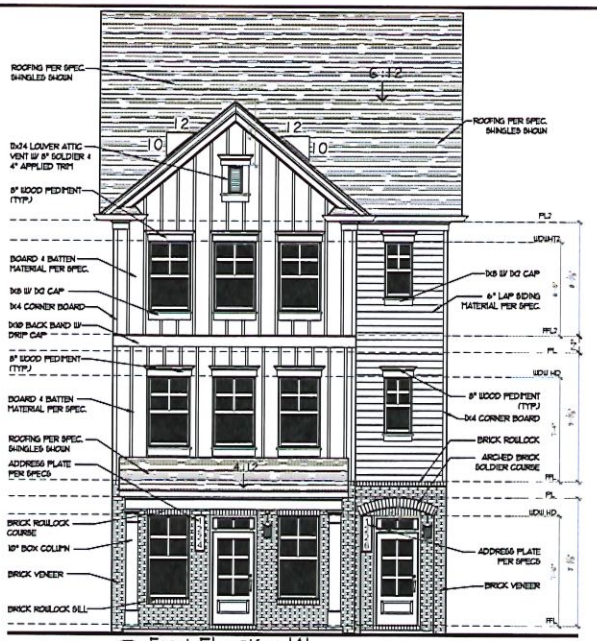
6 1st Floor Plan Elevation 'B'
SCALE: 3/16" = 1'-0"



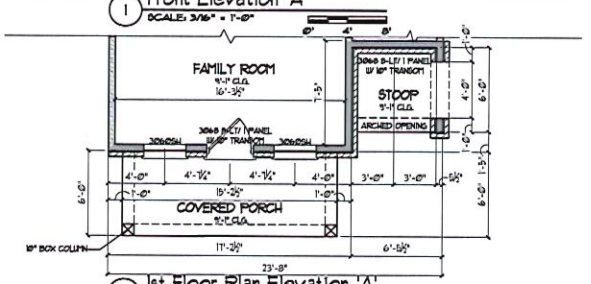
7 2nd Floor Plan Elevation 'B'
SCALE: 3/16" = 1'-0"



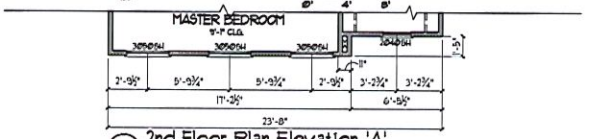
8 3rd Floor Plan Elevation 'B'
SCALE: 3/16" = 1'-0"



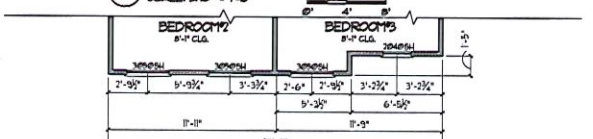
1 Front Elevation 'A'
SCALE: 3/16" = 1'-0"



2 1st Floor Plan Elevation 'A'
SCALE: 3/16" = 1'-0"



3 2nd Floor Plan Elevation 'A'
SCALE: 3/16" = 1'-0"



4 3rd Floor Plan Elevation 'A'
SCALE: 3/16" = 1'-0"

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THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
FRONT ELEV.
'A' & 'B'

Date	8/29/2024
Scale	AS NOTED
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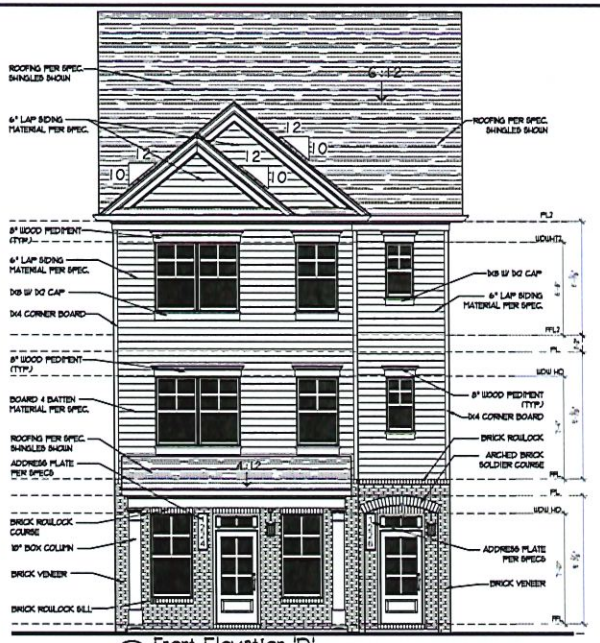
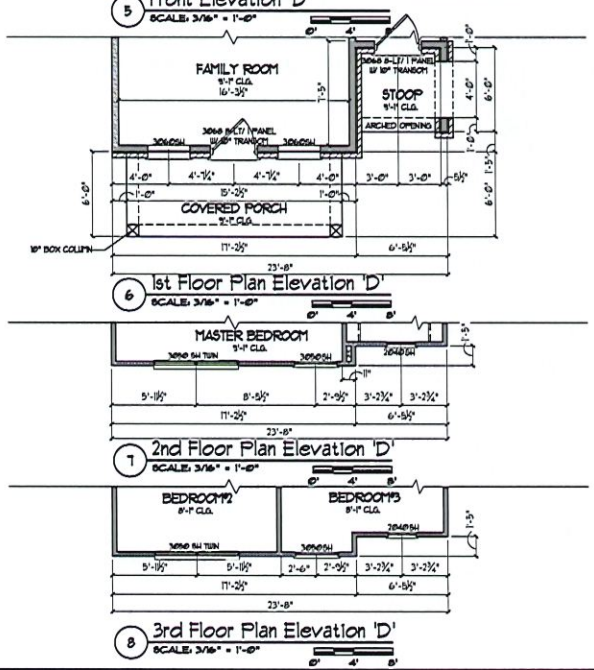
Job No.	N/A
Sheet	A2.0



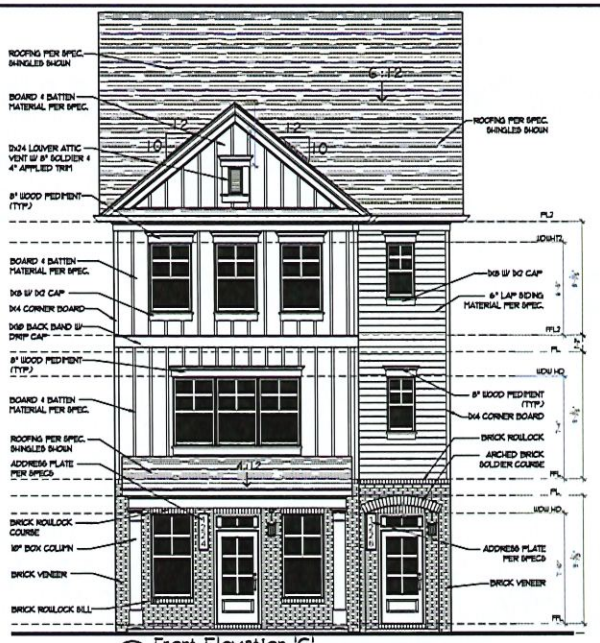
5 Front Elevation 'D'
SCALE: 3/16" = 1'-0"



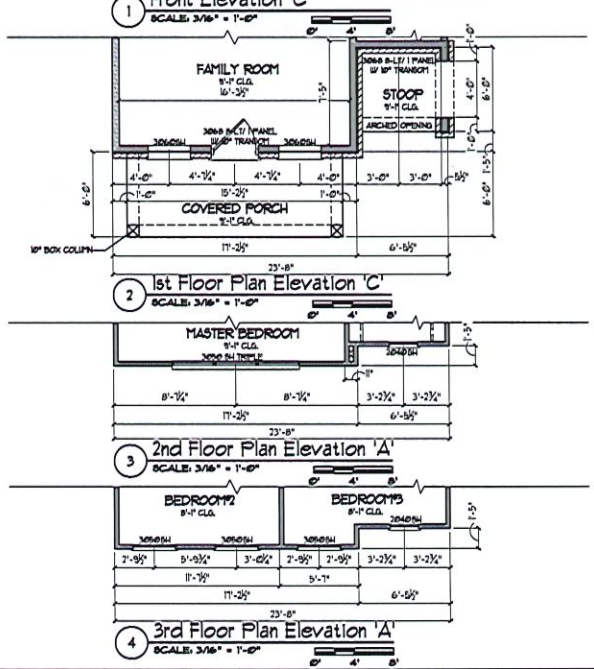
6 1st Floor Plan Elevation 'D'
SCALE: 3/16" = 1'-0"

7 2nd Floor Plan Elevation 'D'
SCALE: 3/16" = 1'-0"

8 3rd Floor Plan Elevation 'D'
SCALE: 3/16" = 1'-0"



1 Front Elevation 'C'
SCALE: 3/16" = 1'-0"



2 1st Floor Plan Elevation 'C'
SCALE: 3/16" = 1'-0"

3 2nd Floor Plan Elevation 'A'
SCALE: 3/16" = 1'-0"

4 3rd Floor Plan Elevation 'A'
SCALE: 3/16" = 1'-0"

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GWINNETT, GA

CLIENT/ BUILDER

SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE

FRONT ELEV.
'C' & 'D'

Date	8/29/2024
Scale	AS NOTED
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Job No.	N/A
Sheet	A2.1

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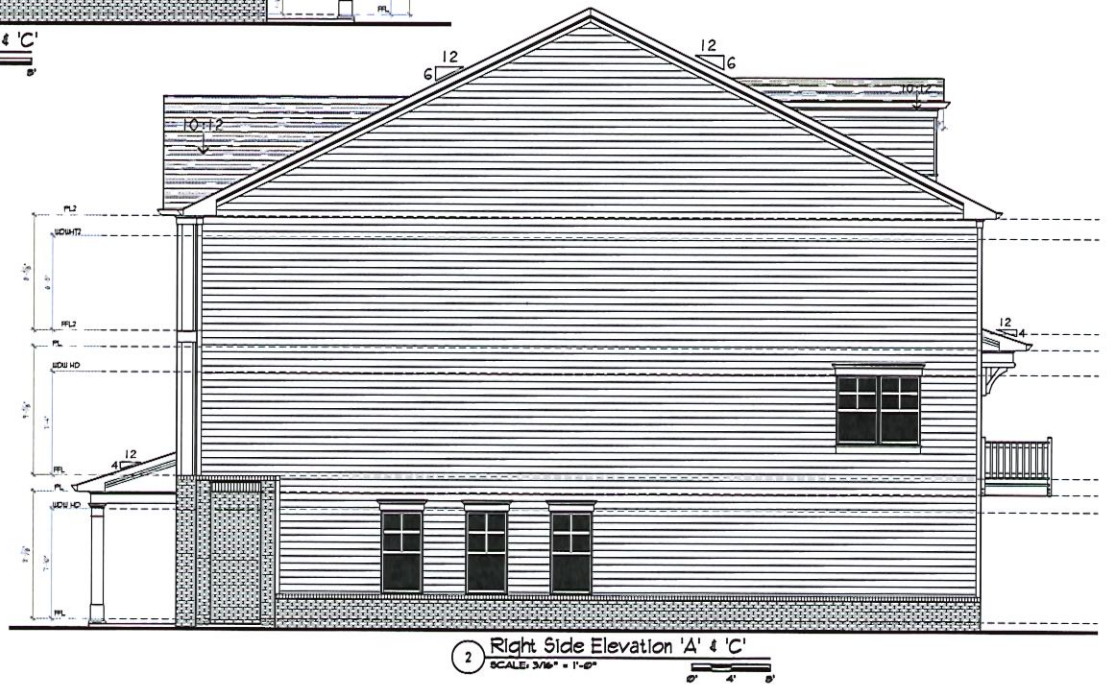
1 Left Side Elevation 'A' & 'C'
SCALE: 3/16" = 1'-0"
0' 4' 8'



2 Right Side Elevation 'A' & 'C'
SCALE: 3/16" = 1'-0"
0' 4' 8'

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NO	DESCRIPTION	DATE

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PROJECT NAME:
THE STANFORD PLAN
PARK RIDGE AT SUGARHILL
GWINNETT, GA

CLIENT/ BUILDER:
SOUTHERN HERITAGE HOMES
390 BROGDON RD.
SUWANEE GA 30024

SHEET TITLE:
SIDE ELEV.
'A '& 'C'

Date	8/29/2024
Scale	AS NOTED
Drawn by	GC
Job No.	N/A
Sheet	A2.2



1 Left Side Elevation 'B' & 'D'
SCALE: 3/16" = 1'-0"



2 Right Side Elevation 'B' & 'D'
SCALE: 3/16" = 1'-0"

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PARK RIDGE AT SUGARHILL
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
590 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
SIDE ELEV.
'B '& 'D'

Date	8/29/2024
Scale	AS NOTED
Drawn by	GC
Job No.	N/A
Sheet	A2.3

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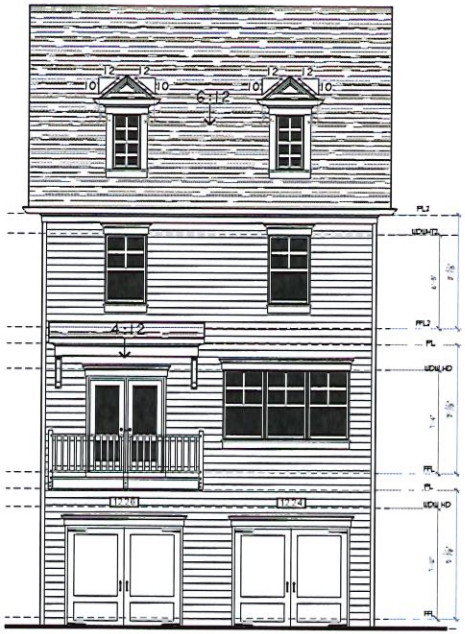
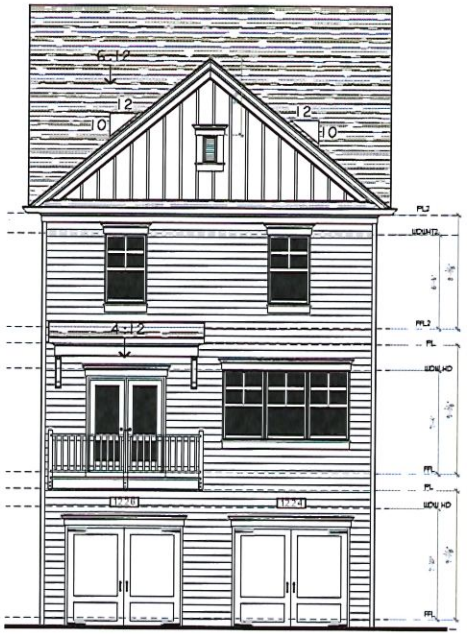


1 Rear Elevation 'A' & 'C'
SCALE: 3/16" = 1'-0"



2 Rear Elevation 'B' & 'D'
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PROJECT NAME :

PARK RIDGE AT SUGARHILL
THE STANFORD PLAN
GWINNETT, GA

CLIENT/BUILDER

SOUTHERN HERITAGE HOMES

190 BROGDON RD.,
SUWANEE GA 30024

SHEET TITLE

REAR ELEVATIONS

Date	8/29/2024
Scale	AS NOTED
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Job No.	N/A
Sheet	A2.4

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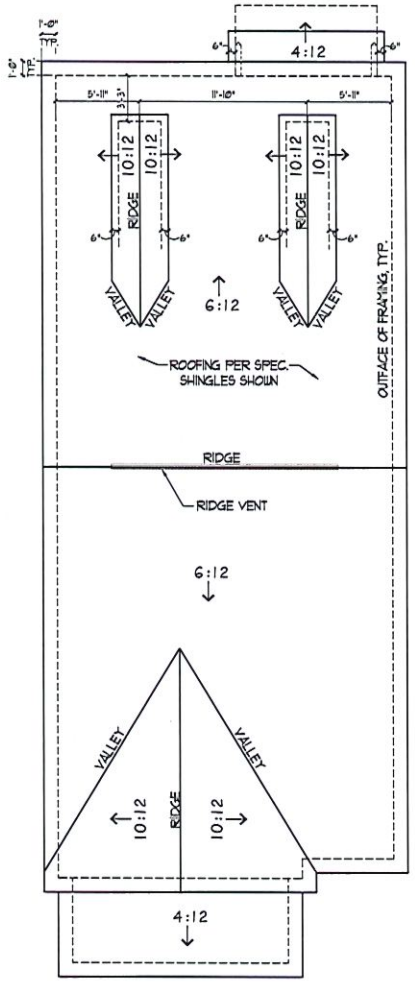
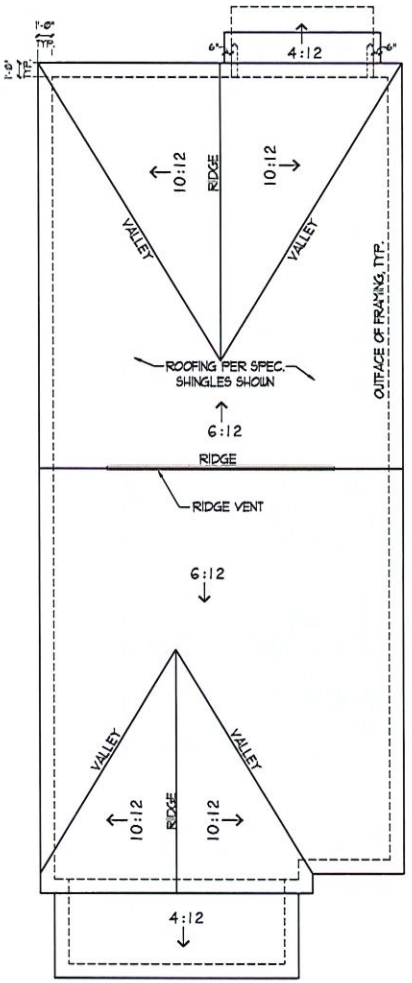


1 Roof Plan Elevation 'A' & 'C'

SCALE: 3/16" = 1'-0"



2 Roof Plan Elevation 'B' & 'D'

SCALE: 3/16" = 1'-0"

NO	DESCRIPTION :	DATE :

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PROJECT NAME :

PARK RIDGE AT SUGARHILL
THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER

SOUTHERN HERITAGE HOMES

590 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE

ROOF PLANS

Date	8/29/2024
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Sheet	A2.5

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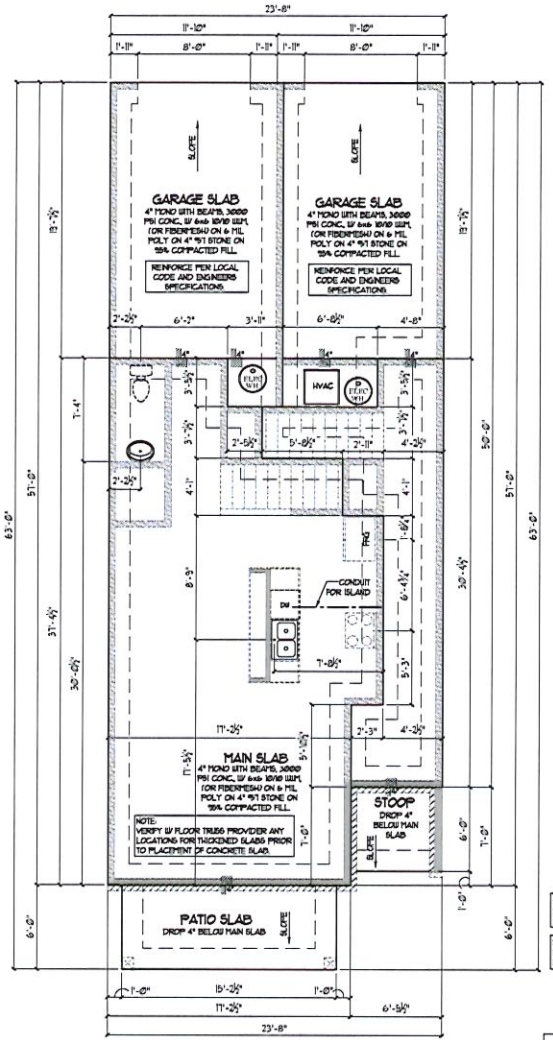


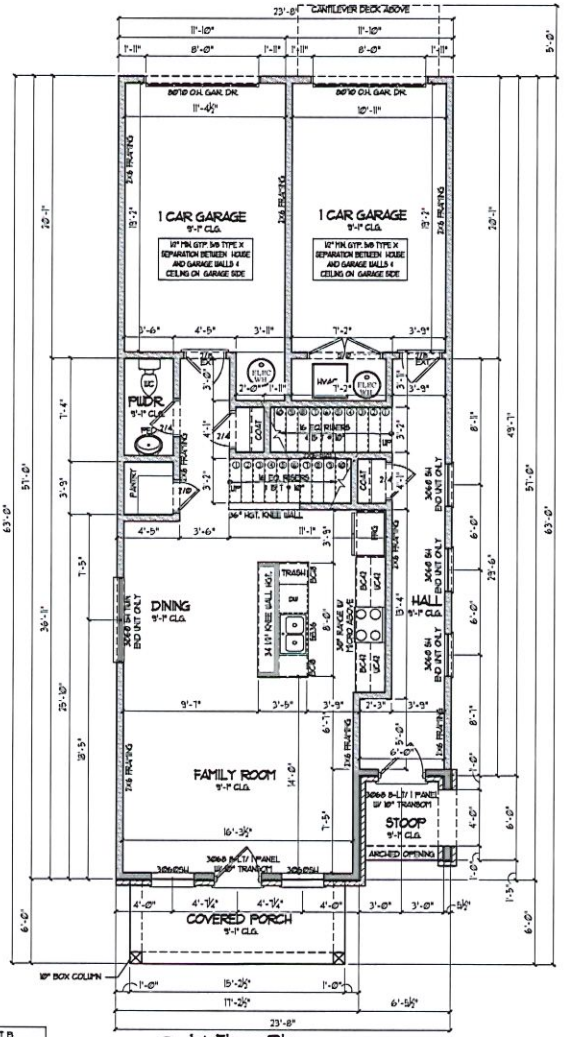
1 Slab Foundation Plan
SCALE: 1/4" = 1'-0"

VERIFY ALL GRADE BEAM LOCATIONS PRIOR TO POURING OF CONCRETE.

NOTE: LOCATE GRADE BEAMS UNDER ALL LOAD BEARING WALLS

SQUARE FOOTAGE - UNIT A	
MAIN LEVEL	620
UPPER LEVEL	1016
3RD LEVEL	696
TOTAL HEATED	1984
1 CAR GARAGE	255
FRONT PORCH	91
TOTAL FRAMED	2330

SQUARE FOOTAGE - UNIT B	
MAIN LEVEL	737
UPPER LEVEL	643
3RD LEVEL	609
TOTAL HEATED	1449
1 CAR GARAGE	257
FRONT STOOP	39
REAR DECK	60
TOTAL FRAMED	1805



1 1st Floor Plan
SCALE: 1/4" = 1'-0"

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PROJECT NAME :
PARK RIDGE AT SUGARHILL
HILLCREST MEADOWS
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.
SUWANEE, GA 30024

SHEET TITLE
SLAB AND 1ST FLOOR PLANS

Date	8/29/2024
Scale	AS NOTED
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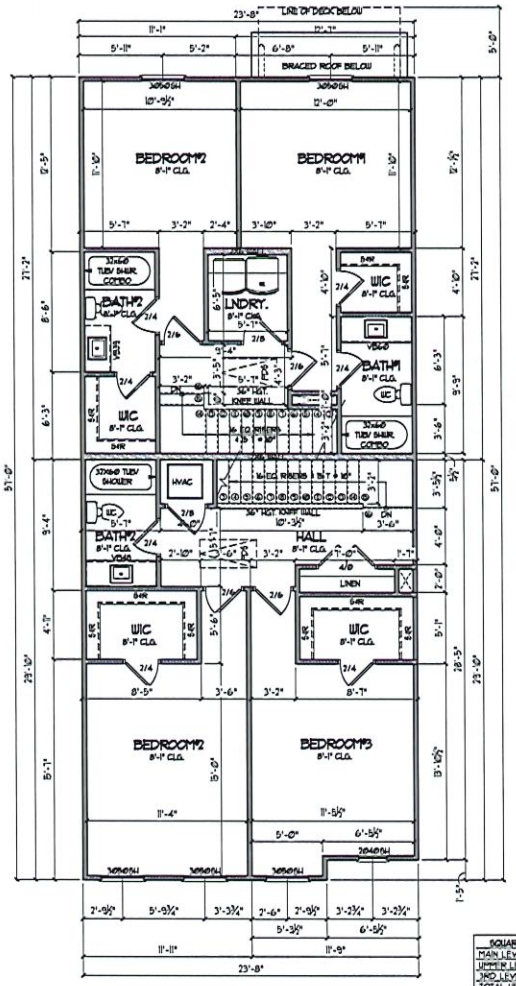
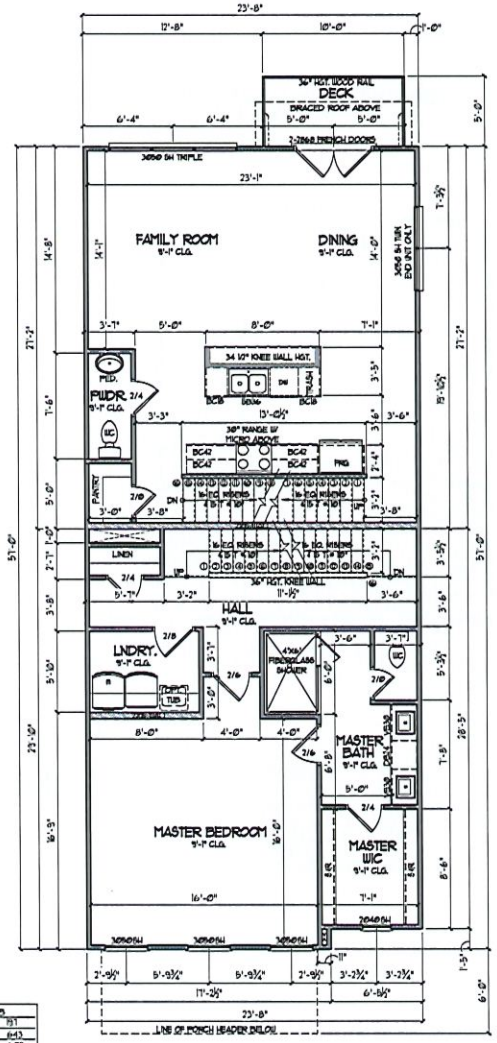
Job No.	N/A
Sheet	A3.1



2 3rd Floor Plan
SCALE: 1/4" = 1'-0"



1 2nd Floor Plan
SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE - UNIT A	
MAIN LEVEL	620
UPPER LEVEL	708
3RD LEVEL	936
TOTAL HEATED	1984
1 CAR GARAGE	255
FRONT PORCH	51
TOTAL FRAMED	2330

SQUARE FOOTAGE - UNIT B	
MAIN LEVEL	791
UPPER LEVEL	843
3RD LEVEL	603
TOTAL HEATED	1449
1 CAR GARAGE	297
FRONT STOOP	35
REAR DECK	60
TOTAL FRAMED	1809

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PARK RIDGE AT SUGARHILL
THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
2ND & 3RD LEVEL FLOOR PLANS

Date	8/29/2024
Scale	AS NOTED
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Sheet	A4.1

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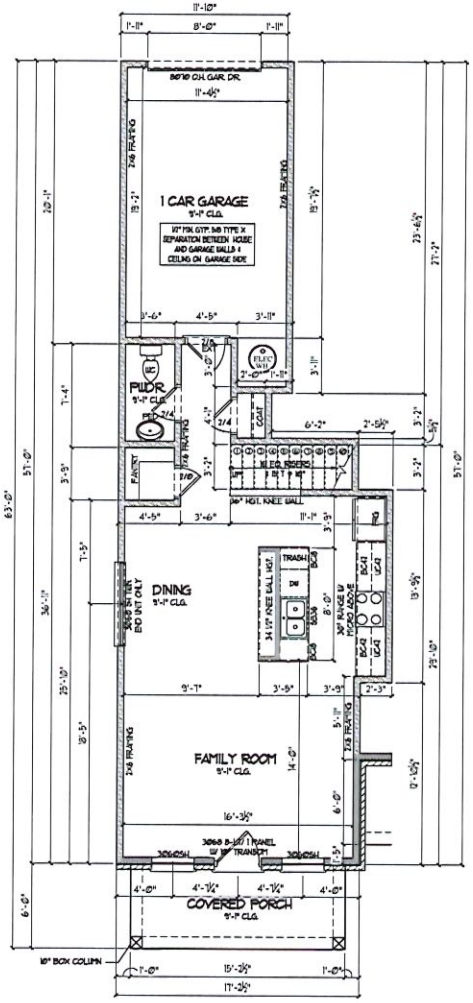
UNIT A - 3 BEDROOMS UNIT

SQUARE FOOTAGE - UNIT A	
MAIN LEVEL	620
UPPER LEVEL	708
3RD LEVEL	636
TOTAL HEATED	1964
1 CAR GARAGE	250
FRONT PORCH	91
TOTAL FRAMED	2330



1 1st Floor Plan - Unit A
SCALE: 1/4" = 1'-0"

2 2nd Floor Plan - Unit A
SCALE: 1/4" = 1'-0"

3 3rd Floor Plan - Unit A
SCALE: 1/4" = 1'-0"

NO	DESCRIPTION :	DATE :

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PROJECT NAME :
PARK RIDGE AT SUGARHILL
THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
UNIT A
FLOOR PLANS

Date	8/29/2024
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Sheet	A5.1

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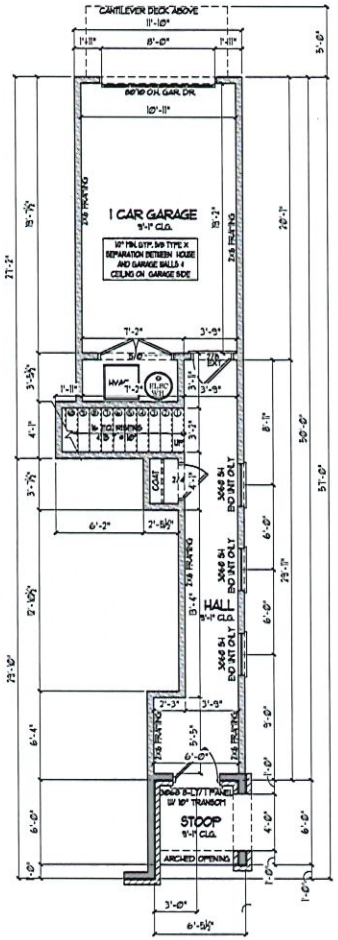
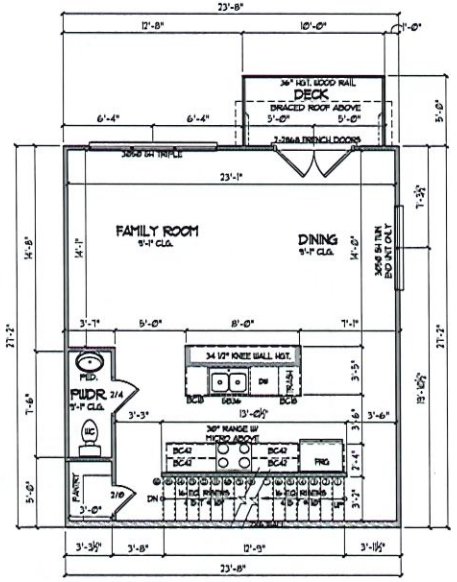
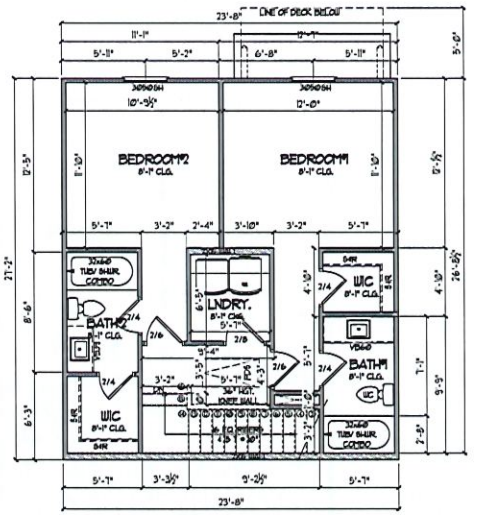


1 1st Floor Plan - Unit B
SCALE: 1/4" = 1'-0"



2 2nd Floor Plan - Unit B
SCALE: 1/4" = 1'-0"



3 3rd Floor Plan - Unit B
SCALE: 1/4" = 1'-0"

UNIT B - 2 BEDROOMS UNIT

SQUARE FOOTAGE - UNIT B	
MAIN LEVEL	757
UPPER LEVEL	643
3RD LEVEL	629
TOTAL HEATED	1449
1 CAR GARAGE	357
FRONT STOOP	39
REAR DECK	60
TOTAL FRAMED	1905

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PROJECT NAME :
PARK RIDGE AT SUGARHILL
THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
UNIT B
FLOOR PLANS

Date	8/29/2024
Scale	AS NOTED
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Job No.	N/A
Sheet	A6.1

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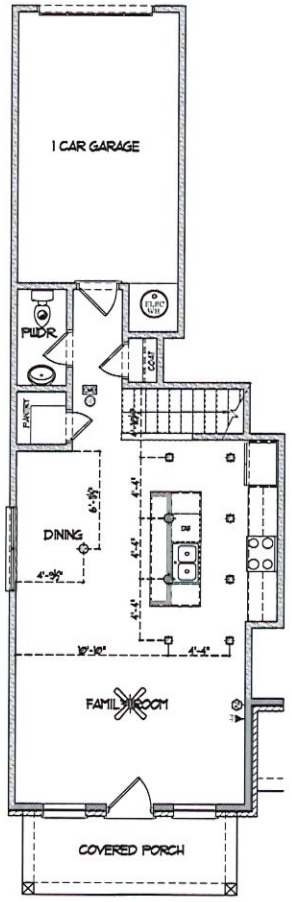
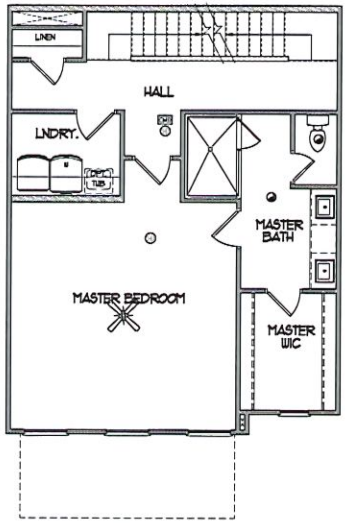
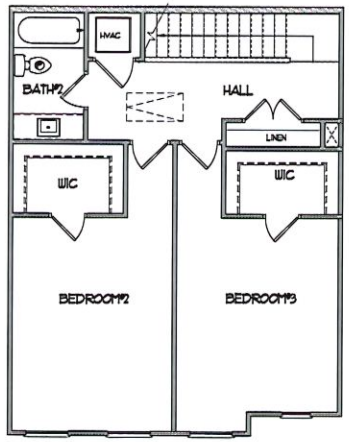
UNIT A - 3 BEDROOMS UNIT



1 1st Level Electrical - Unit A
not to scale



2 2nd Level Electrical - Unit A
not to scale



3 3rd Level Electrical - Unit A
not to scale

ELECTRICAL LEGEND			
GAS	Gas Line		Recessed Can Light
CW	Cold Water		Eyeball Light
	Electrical Panel		Wall Mounted Light
	Electrical Meter		Wall Sconce
	Disconnect Switch		Fluorescent Light w/1 Bulb
S	Switch		Fluorescent Light w/2 Bulbs
3	3-Way Switch		Vapor Protected Light
4	4-Way Switch		Exhaust Fan
D	Dimmer Switch		Exhaust Fan w/Light
	Button		Exhaust Fan w/Heat & Light
	Duplex Outlet		Smoke Detector
	Quadplex Outlet	CMD	Carbon Monoxide Detector
	Switched Duplex Outlet		Thermostat
FLOOR	Floor Outlet		Direct Wire
GFI	GFI Outlet		Phone Jack
WP-GFI	Water Proof GFI Outlet		Media Jack
CLG	Ceiling Mounted Outlet		Cable TV Outlet
220V	220V Outlet		Door Chimes
	Ceiling Mounted Light		Security Panel
H	Hanging Ceiling Mounted Light		Flood Light
	Ceiling Fan		Ceiling Fan w/Light

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PROJECT NAME :
PARK RIDGE AT SUGARHILL
THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
ELECTRICAL PLANS UNIT A

Date	8/29/2024
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Job No.	N/A
Sheet	A7.1

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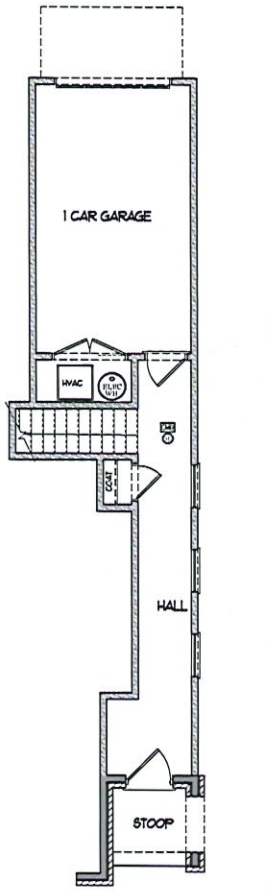
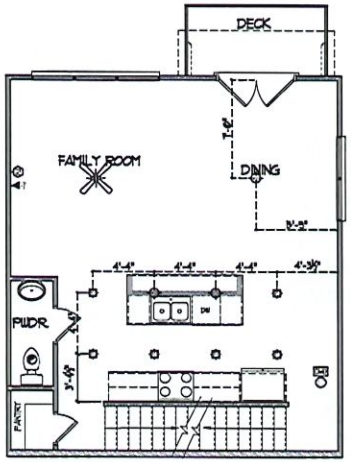
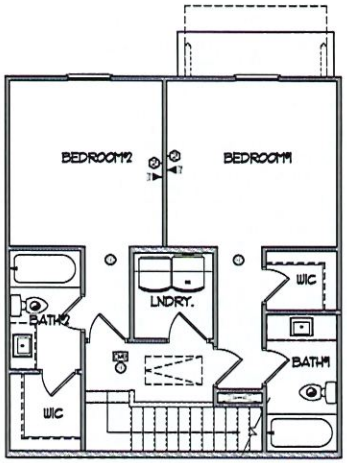


1 1st Level Electrical - Unit A
not to scale



2 2nd Level Electrical - Unit A
not to scale



3 3rd Level Electrical - Unit A
not to scale

UNIT B - 2 BEDROOMS UNIT

ELECTRICAL LEGEND			
GAS	Gas Line		Recessed Can Light
CW	Cold Water		Eyeball Light
	Electrical Panel		Wall Mounted Light
	Electrical Meter		Wall Sconce
	Disconnect Switch		Fluorescent Light w/1 Bulb
S	Switch		Fluorescent Light w/2 Bulbs
3	3-Way Switch		Vapor Protected Light
4	4-Way Switch		Exhaust Fan
D	Dimmer Switch		Exhaust Fan w/Light
P	Button		Exhaust Fan w/Heat & Light
	Duplex Outlet		Smoke Detector
	Quadplex Outlet	CM	Carbon Monoxide Detector
	Switched Duplex Outlet	T	Thermostat
FLOOR	Floor Outlet		Direct Wire
GFI	GFI Outlet		Phone Jack
WP-GFI	Water Proof GFI Outlet		Media Jack
	Ceiling Mounted Outlet	TV	Cable TV Outlet
220V	220V Outlet		Door Chimes
	Ceiling Mounted Light		Security Panel
H	Hanging Ceiling Mounted Light		Flood Light
	Ceiling Fan		Ceiling Fan w/Light

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THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
ELECTRICAL PLANS UNIT B

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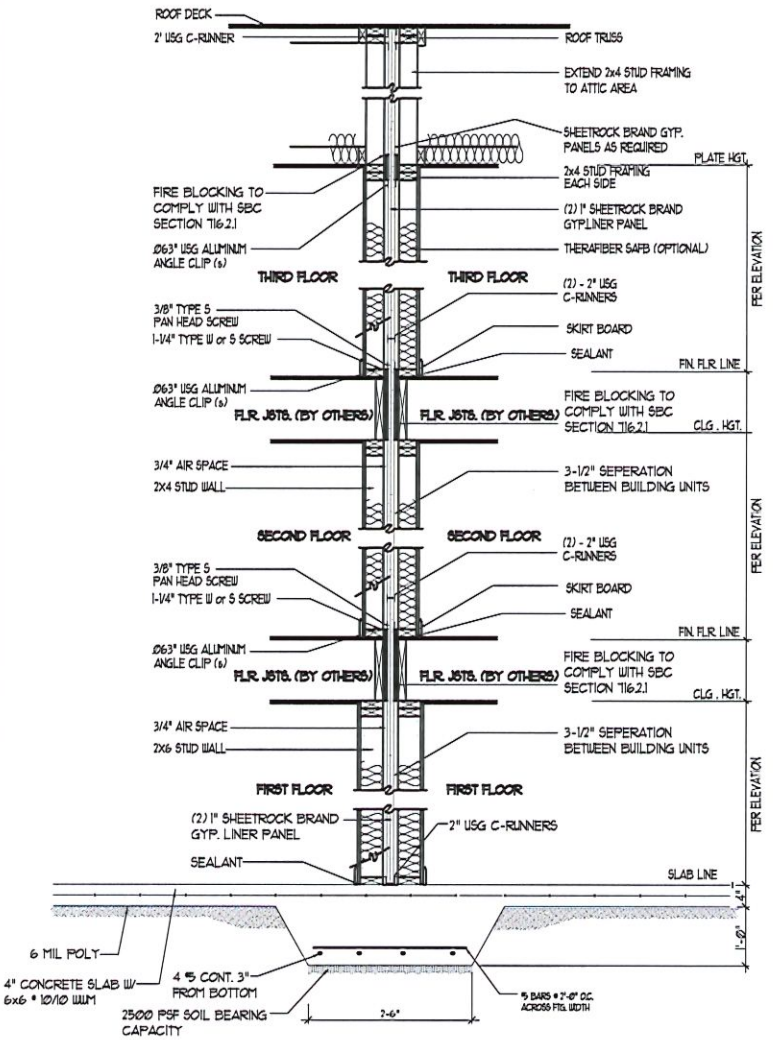


NOTE: WHEN INSTALLING THE SOLID-TYPE WALL AND ITS HIEGHT IS OVER 23 FEET, UP TO A MAXIMUM OF 10 FEET ON CENTER FOR THE UPPER 23 FEET OF THE WALL AND 5 FEET ON CENTER FOR THE REMAINING PORTION OF THE WALL BELOW THE 23 FOOT INCREMENT.

1 / A8.1 USG 2-HOURS FIRE RATED WALL ASSEMBLIES /PARTY WALL

SCALE: N.T.S.

CONFORMING TO UL D.S. U336

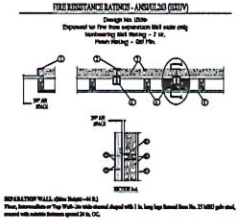
NOTE:

AS REQUIRED BY CODE, 5/8" TYPE X GYPSUM BOARD SHALL BE INSTALLED DIRECTLY BENEATH ROOF DECK FOR A DISTANCE OF AT LEAST FOUR FEET ON EACH SIDE OF TWO HOUR FIRE RESISTANT SEPARATION IN LIEU OF FIRE RETARDANT TREATED ROOF DECKING.

1. ATTACHMENT CLIPS--ALUMINUM ANGLE 0.063" THICK 2" AND (2) 1/4" LEGS. CLIPS SECURED WITH TYPE S SCREWS 3/8" LONG TO "H" STUDS AND WITH TYPE (W) SCREWS (1) 1/4" LONG TO WOOD FRAMING THROUGH HOLES PROVIDED IN CLIP.

1a. CLIP PLACEMENT (ITEM 6) FOR SEPARATION WALLS UP TO 23' HIGH SPACE CLIPS A MAX OF 10' O.C. VERTICALLY BETWEEN WOOD FRAMING AND "H" STUDS.

1b. CLIP PLACEMENT (ITEM 6) FOR SEPARATION WALLS UP TO 44' HIGH SPACE CLIPS AS DESCRIBED IN ITEM 6a. FOR UPPER 24' REMAINING WALL AREA BELOW REQUIRES CLIPS SPACED A MAX. 5' O.C. VERTICALLY BETWEEN WOOD FRAMING AND "H" STUDS.



FIRE RESISTANCE RATINGS - ANSI/UL263 (USDV)

Design No. U336

Exposed to: Fire from each side only

Interlocking Mat Rating - 2 Hr.

Panel Rating - Std Fin.

SECTION 1-1

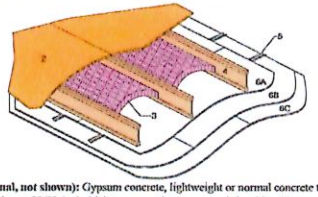
SEPARATION WALL (Min Height--44 ft.)

1. Floor, Intermediate or Top Web: 2in wide channel shaped with 1 in. long legs formed from No. 25 MSG galv steel, screwed with screws to spaced 24 in. OC.
2. Metal Studs: Steel members formed from No. 25 MSG galv steel having "H" shaped flanges spaced 24in. OC, overall depth 2in. and flange width 1-3/8" in.
3. Gypsum Board*: Two Layers of 1" thick gypsum wallboard face panels, supplied in nom 24 in. widths. Vertical edges of panels over Stud have "H" shaped studs.
   CANADIAN GYPSUM COMPANY- Type SLX.
   UNITED STATES GYPSUM CO- Type SLX.
   USG MEXICO S.A. DE C.V.- Type SLX.
   PROTECTED Wall Lr (Rating or Reinforcing wall)
4. Wood Studs: Nom 2 by 4 in. stats spacing 24 in. OC. Studs cross braced at mid-height when necessary for slip attachment, bds, 24 in. separation between wood framing and fire separation wall.
5. Gypsum Board--Classified or Underwriters labs. ULC. In thick, 4 ft. width applied either horizontally or vertically. Wallboard attached to studs with 1 1/8 in. long steel drywall screws spaced 8 in. OC. Vertical joints located over studs. (Optional) Joints covered with paper tape and joint compound. 2nd boards screwed with joint compound.
6. Attachment Clips--Aluminum angle, 0.005 in. thick, 2 in. wide with 2 in. and 2 1/4 in. legs. Clips screwed with type S screws 3/8 in. long to "H" studs and with Type "W" screws 1 1/4 in. long to wood framing through holes provided in clip. Clip placement (Item 6) for separation walls up to 23 ft. high. Space clips a max of 10 ft. OC vertically between wood framing and "H" studs.
   Clip placement (Item 6) for separation walls up to 44 ft. high. spaces clips as described in Item 6A for upper 24 ft.
6A. Remaining wall area below requires clips spaced a max 5 ft. OC. vertically between wood framing and "H" studs.
7. *Bearing the UL Classification Mark

28 FIRE-RESISTANCE-RATED WOOD-FRAME WALL AND FLOOR/CEILING ASSEMBLIES

WII-2.1 Two-Hour Fire-Resistance-Rated Ceiling Assembly

Floor*/Ceiling - 100% Design Load - 2 Hour Rating - ASTM E 119 / NFPA 251



1. **Floor Topping (optional, not shown):** Gypsum concrete, lightweight or normal concrete topping.
2. **Floor Sheathing:** Minimum 23/32-inch-thick tongue-and-groove wood sheathing (Exposure 1). Installed per code requirements.
3. **Insulation:** Minimum 3-1/2-inch-thick unfaced fiberglass insulation fitted between I-joists supported by stay wires spaced 12 inches on center.
4. **Structural Members:** Wood I-joists spaced a maximum of 24 inches on center. See ASTM D 5055 for qualification requirements. Additional requirements are as follows:
   Minimum I-joist flange depth: 1-1/2 inches — Minimum I-joist flange area: 2.25 inches²
   Minimum I-joist web thickness: 3/8 inch — Minimum I-joist depth: 9-1/4 inches
5. **Furring Channels:** Minimum 0.0179-inch-thick galvanized steel hat-shaped furring channels, attached perpendicular to I-joists using 1⅝-inch-long drywall screws. Furring channels spaced 16 inches on center (furring channels used to support the second and third layers of gypsum wallboard). Based on ASTM E2032, minimum 0.019-inch-thick galvanized steel resilient channels may be used in lieu of hat-shaped furring channels if installed at the same spacing and attached in the same manner. In order to achieve the sound ratings given below, resilient channels must be used in lieu of hat-shaped furring channels.
6. **Gypsum Wallboard:** Three layers of minimum 5/8 inch Type C gypsum wallboard as follows:
   6a. Wallboard Base Layer: Base layer of wallboard attached to bottom flange of I-joists using 1-5/8 inch Type S drywall screws at 12 inches on center with the long dimension of wallboard perpendicular to I-joist. End joints of wallboard centered on bottom flange of the I-joist and staggered from end joints in adjacent sheets.
   6b. Wallboard Middle Layer: Middle layer of wallboard attached to furring channels using 1 inch Type S drywall screws spaced 12 inches on center with the long dimension of wallboard perpendicular to furring channels. End joints staggered from end joints in adjacent sheets.
   6c. Wallboard Face Layer: Face layer of wallboard attached to furring channels through middle layer using 1-5/8 inch Type S drywall screws spaced 8 inches on center. Edge joints of face layer of wallboard offset 24 inches from those of middle layer. End joints of face layer of wallboard staggered with respect to the middle layer.
7. **Finish System (not shown):** Face layer joints covered with tape and coated with joint compound. Screw heads covered with joint compound.

Fire Test conducted at Gold Bond Building Products Research Center — December 16, 1992
Third Party Witness: PFS Corporation — Report No: #92-56

STC and IIC Ceiling Ratings (with Resilient Channels)

Joist /RC Spacing	Without Gypsum Concrete				With 1" Gypsum Concrete			
	Cushioned Vinyl		Carpet & Pad		Cushioned Vinyl		Carpet & Pad	
	STC	IIC	STC	IIC	STC	IIC	STC	IIC
24"o.c./16"o.c.	-	-	49*	54*	58	45	58	64

* This assembly may also be used in a fire-rated roof/ceiling applications, but only when constructed exactly as described.
* STC and IIC values established by engineering analysis performed by David L. Adams Associates, Inc.

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PROJECT NAME : PARK RIDGE AT SUGARHILL
THE STANFORD PLAN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
490 BROGDON RD.
SUWANEE, GA 30024

SHEET TITLE
UNITS SEPARATION WALL & CEILING

Date	8/29/2024
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A8.1

HILLCREST LANDINGS TOWNHOMES



ELEVATION A



ELEVATION B



ELEVATION C



ELEVATION D

THE HAMILTON & SMITHTOWN PLANS

24'X50' 2-STORY FRONT ENTRY GARAGE PRODUCT

BUILDING CODE ANALYSIS

CONSTRUCTION CODES:

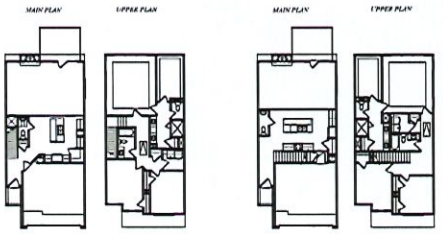
- INTERNATIONAL BUILDING CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL FIRE CODE, 2018 EDITION (NO GEORGIA AMENDMENTS)
- INTERNATIONAL PLUMBING CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL MECHANICAL CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL FUEL GAS CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- NATIONAL ELECTRICAL CODE, 2017 EDITION (NO GEORGIA AMENDMENTS)
- INTERNATIONAL ENERGY CONSERVATION CODE, 2015 EDITION, WITH GEORGIA SUPPLEMENTS AND AMENDMENTS (2020)
- NFPA NATIONAL ELECTRICAL CODE, 2020 EDITION
- INTERNATIONAL RESIDENTIAL CODE FOR ONE & TWO FAMILY DWELLINGS, 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS
- GWINNETT COUNTY CONSTRUCTION CODE (2015)

PRODUCT:	2 STORY TOWNHOMES
OCCUPANCY CLASSIFICATION:	R-3
CONSTRUCTION TYPE:	TYPE VB (2 HOUR DWELINGS SEPARATION BETWEEN UNITS. NON SPRINKLERED.

DRAWING INDEX

C0.0	COVER SHEET
A1.1	ELEVATION 'A' & 'B'
A1.2	ELEVATION 'C' & 'D'
A2.1	SIDE & REAR ELEVATIONS - ALEXANDER PLAN
A2.2	SIDE & REAR ELEVATIONS - PARK PLAN
A3.1	SLAB FOUNDATION PLAN
A4.1	MAIN LEVEL FLOOR PLANS
A5.1	UPPER LEVEL FLOOR PLAN
A6.1	ROOF PLANS
A7.1	ELECTRICAL PLANS

FOOTPRINT



AREA CALCULATION

SMITHTOWN SQUARE FOOTAGE:

MAIN LEVEL	763
UPPER LEVEL	1,095
TOTAL HEATED	1,948
2 CAR GARAGE	332
FRONT PORCH	21
TOTAL FRAMED	2241

HAMILTON SQUARE FOOTAGE:

MAIN LEVEL	761
UPPER LEVEL	1,067
TOTAL HEATED	1,834
2 CAR GARAGE	361
FRONT PORCH	21
TOTAL FRAMED	2218

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PROJECT NAME :
HILLCREST LANDINGS
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
COVER SHEET

Date	6/22/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
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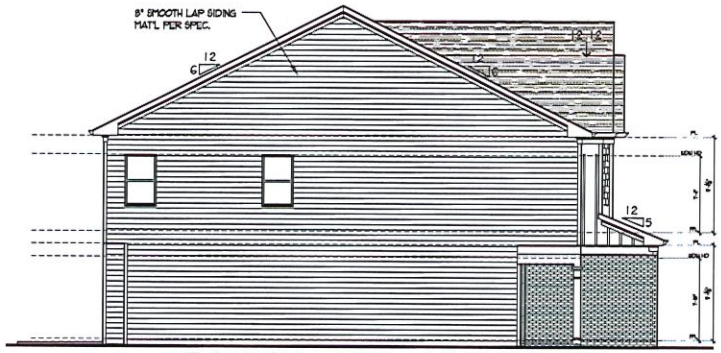

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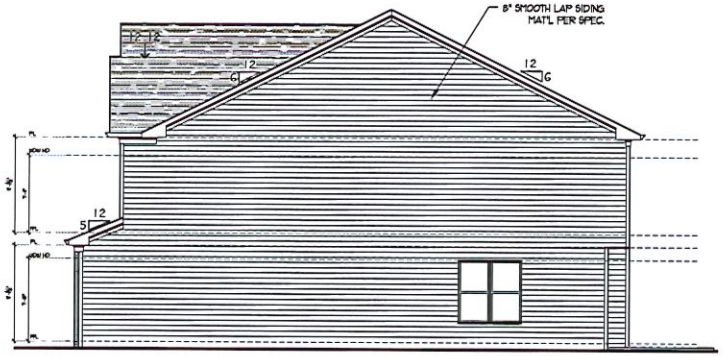

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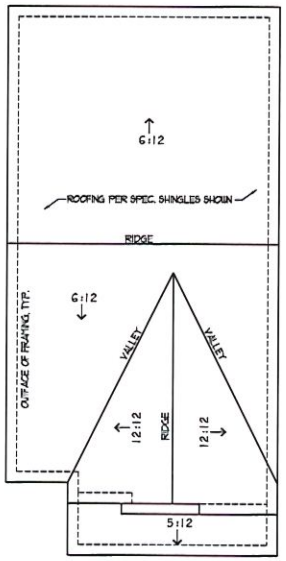

7 AU Roof Plan Elevation 'A'
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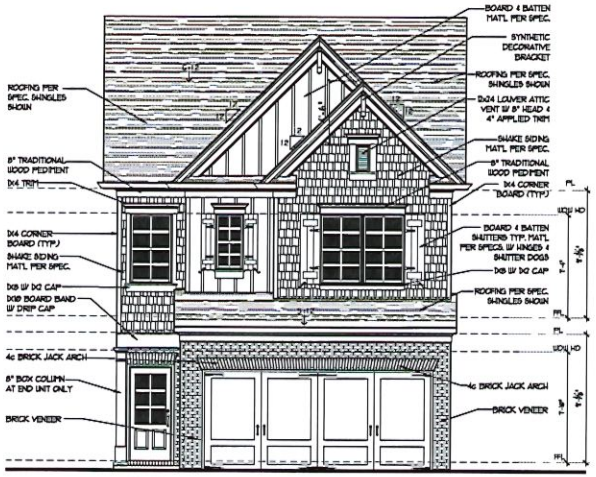

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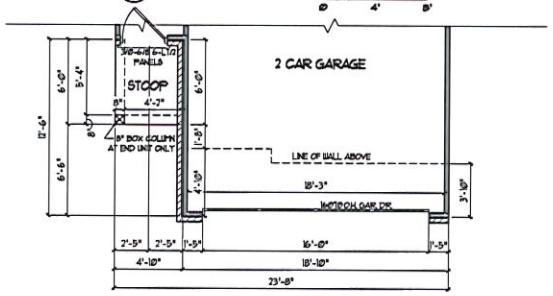

2 AU 1st Floor Plan Elevation 'A'
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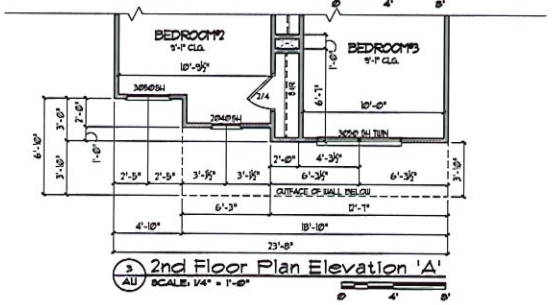

3 AU 2nd Floor Plan Elevation 'A'
SCALE: 1/4" = 1'-0"

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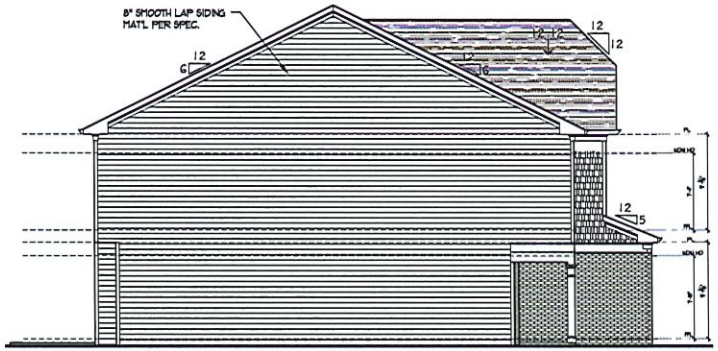
PROJECT NAME :
HILLCREST LANDINGS
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 10024

SHEET TITLE
ELEVATION 'A'

Date	6/22/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A1.1



4 A1.2 Left Side Elevation 'B' - SMITHTOWN
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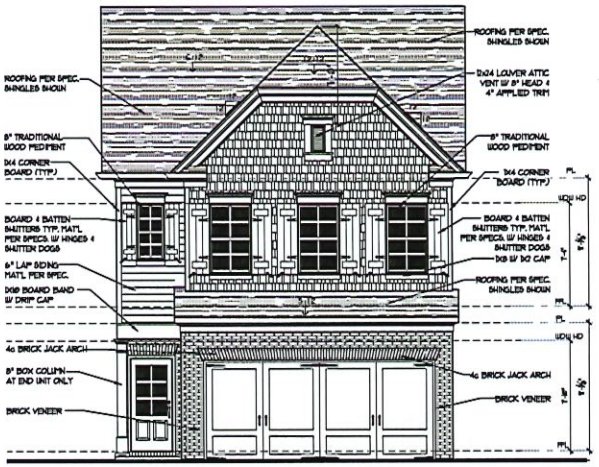

1 A1.2 Front Elevation "B"
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4 A1.2 Right Side Elevation 'B' - SMITHTOWN
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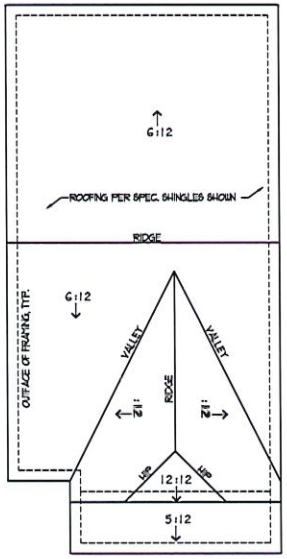

7 A1.2 Roof Plan Elevation 'B'
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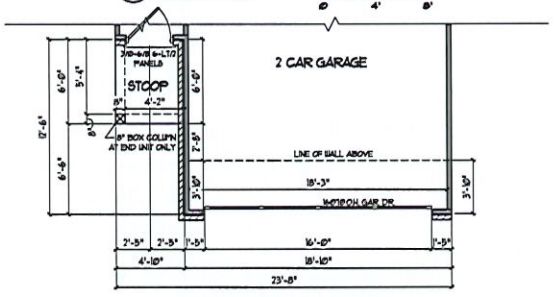

2 A1.2 1st Floor Plan Elevation 'B'
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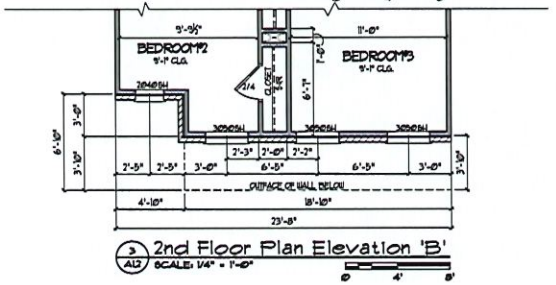

3 A1.2 2nd Floor Plan Elevation 'B'
SCALE: 1/4" = 1'-0"

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HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
ELEVATION 'B'

Date	6/22/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A1.2

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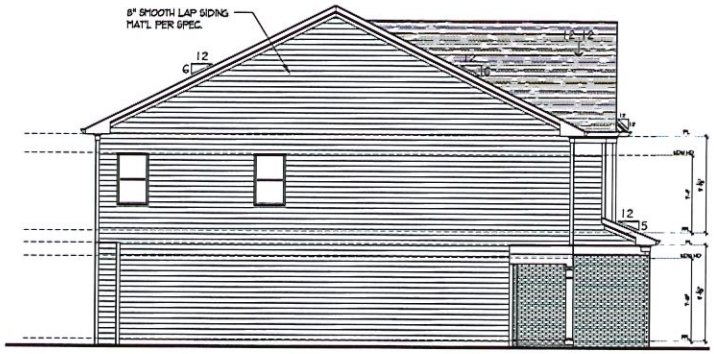

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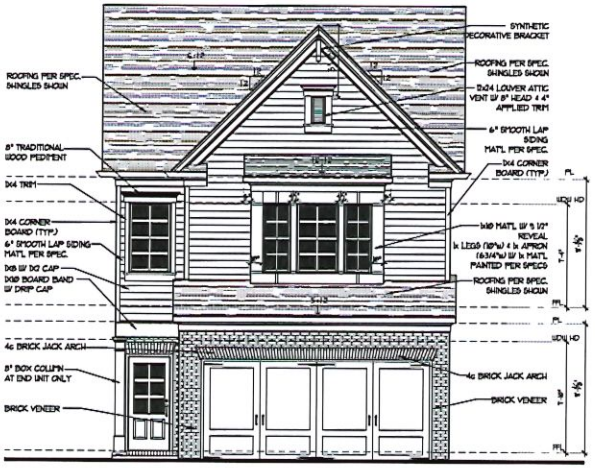

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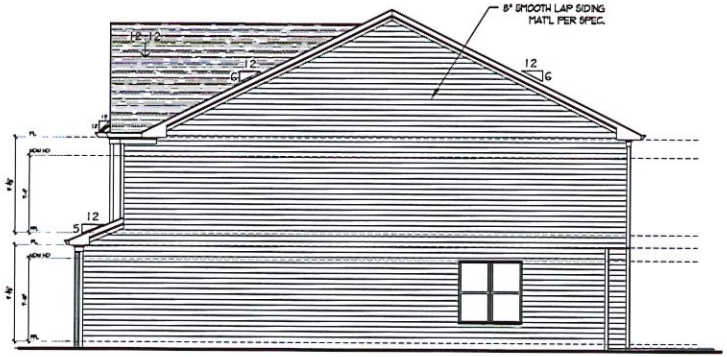

5 A1.3 Right Side Elevation 'C' - HAMILTON
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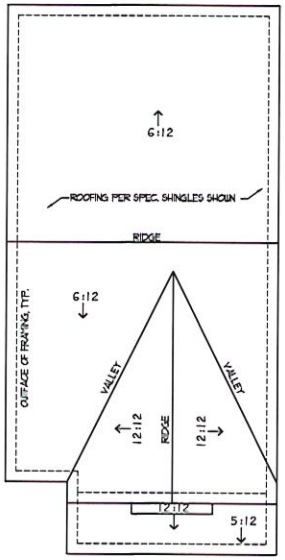

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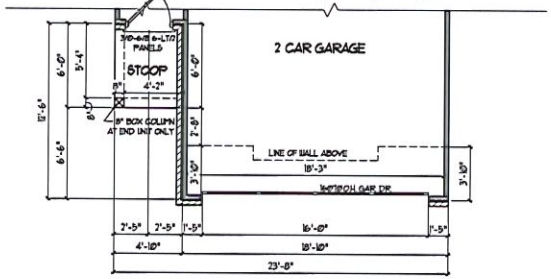

2 A1.3 1st Floor Plan Elevation 'C'
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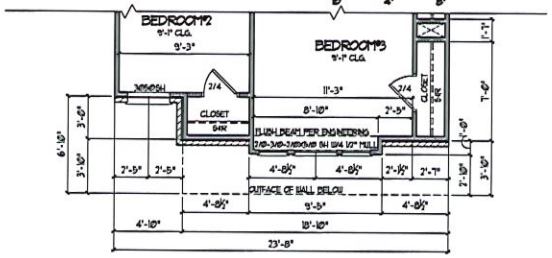

3 A1.3 2nd Floor Plan Elevation 'C'
SCALE: 1/4" = 1'-0"

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PROJECT NAME :
HILLCREST LANDINGS
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
ELEVATION 'C'

Date	6/22/2023
Scale	AS NOTED
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Sheet	A1.3

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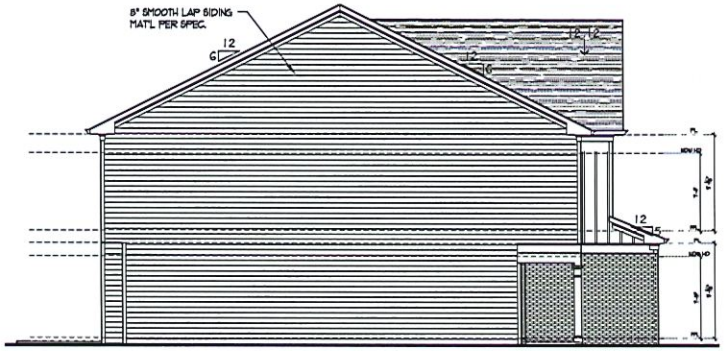

4 A1.4 Left Side Elevation 'D'- SMITHTOWN
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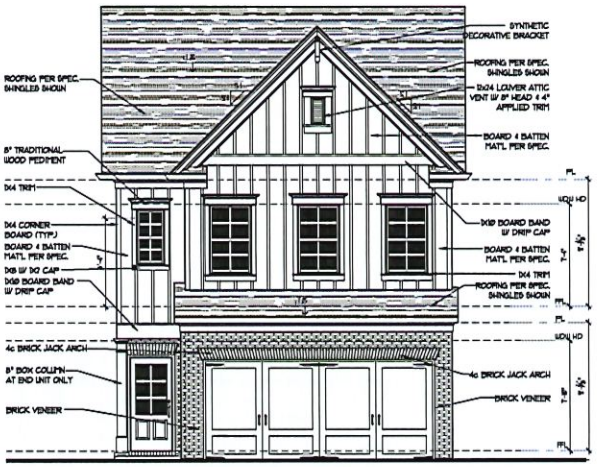

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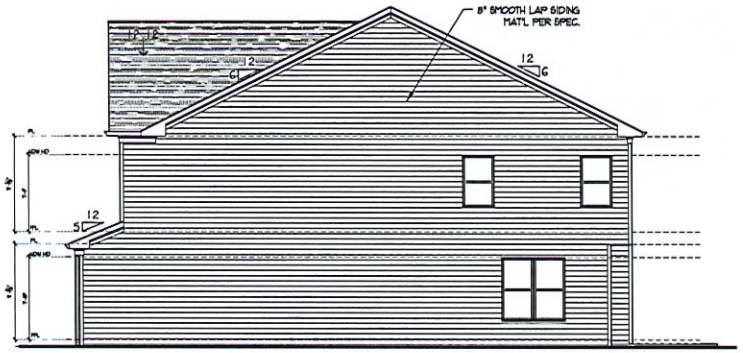

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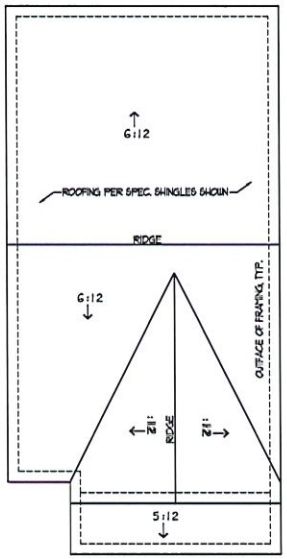

7 A1.4 Roof Plan Elevation 'D'
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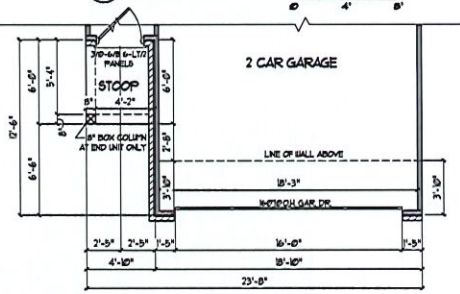

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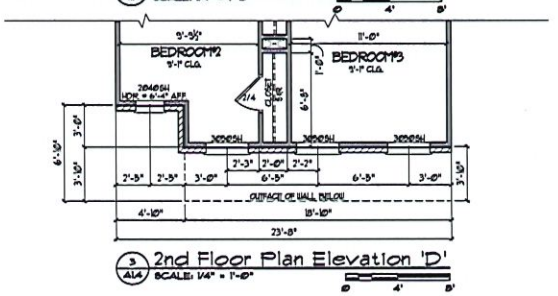

3 A1.4 2nd Floor Plan Elevation 'D'
SCALE: 1/4" = 1'-0"

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GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
490 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
ELEVATION 'D'

Date	6/22/2024
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A1.4



1 Rear Elevation - HAMILTON
SCALE: 3/16" = 1'-0"



2 Rear Elevation - SMITHTOWN
SCALE: 3/16" = 1'-0"

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PROJECT NAME :
HILLCREST LANDINGS
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
490 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
REAR ELEVATIONS

Date	6/22/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A2.1

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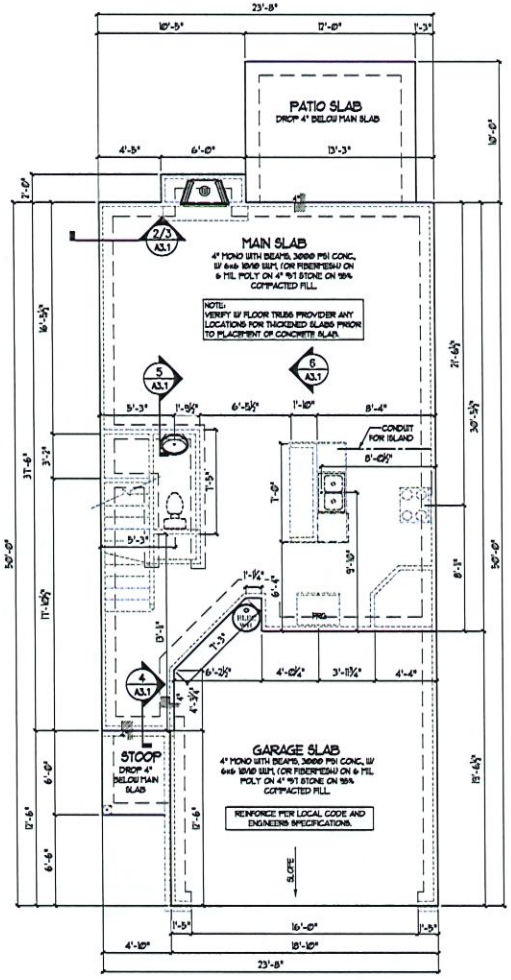
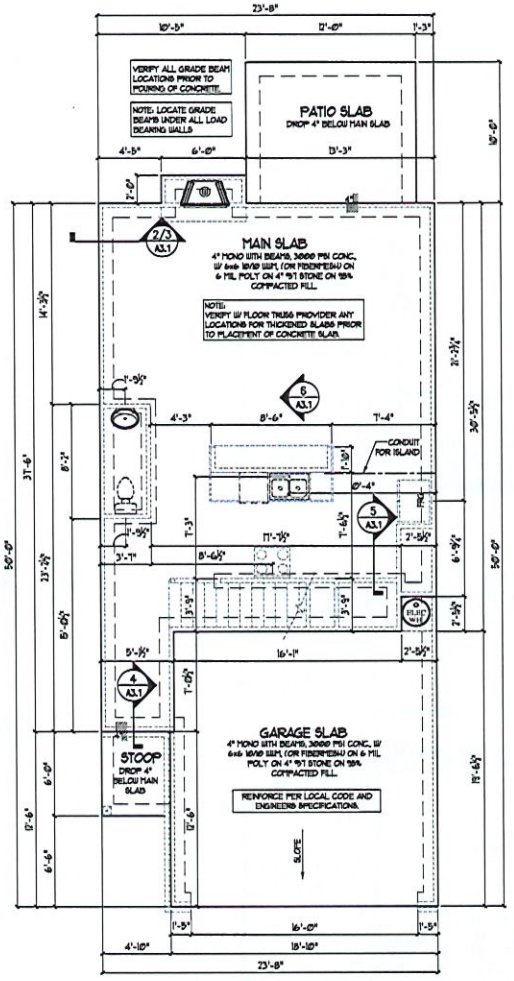


1 Slab Foundation Plan - HAMILTON
SCALE: 1/4" = 1'-0"



2 Slab Foundation Plan - SMITHTOWN
SCALE: 1/4" = 1'-0"

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PROJECT NAME :
HILLCREST LANDINGS
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
SLAB PLANS

Date	6/22/2023
Scale	AS NOTED
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Job No.	N/A
Sheet	A3.1

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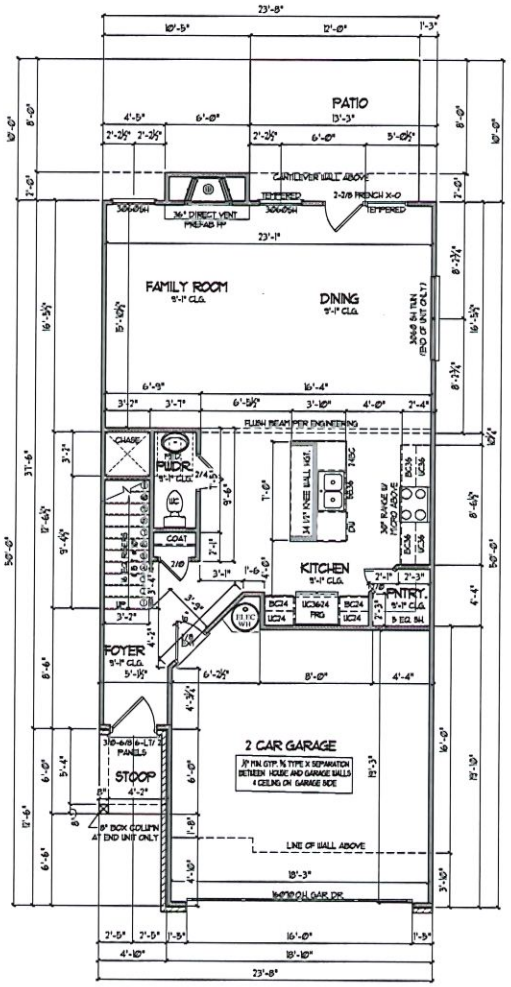
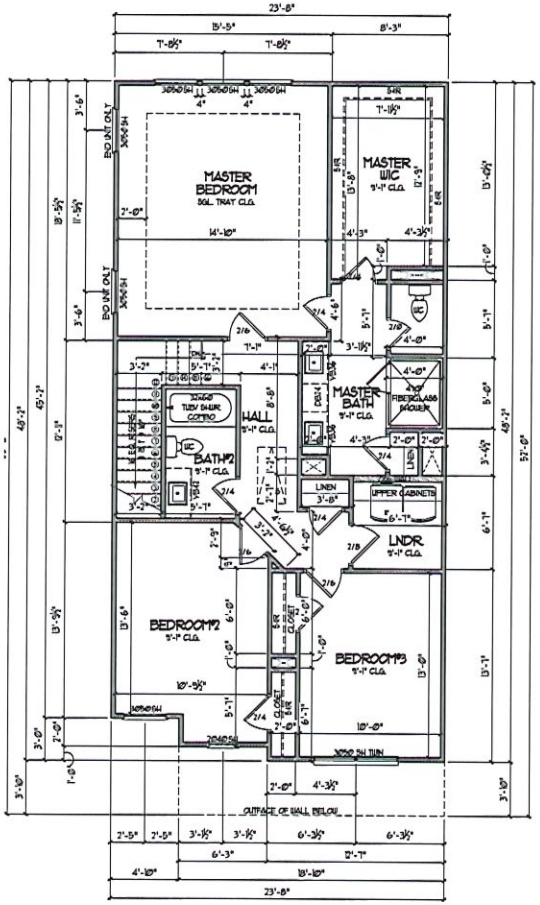
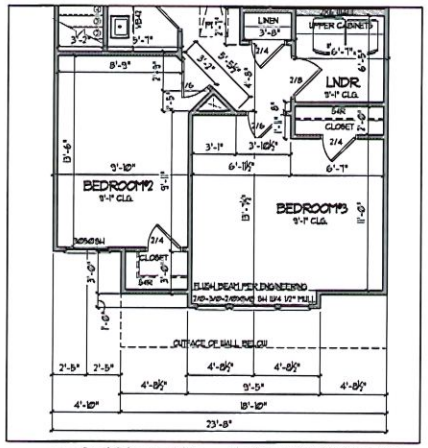


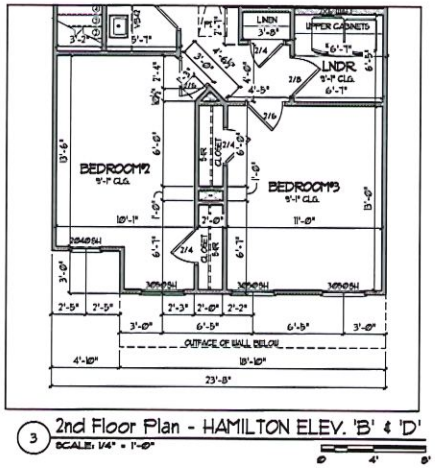
1 1st Floor Plan - HAMILTON
SCALE: 1/4" = 1'-0"



2 2nd Floor Plan - HAMILTON ELEV. 'A'
SCALE: 1/4" = 1'-0"



4 2nd Floor Plan - HAMILTON ELEV. 'C'
SCALE: 1/4" = 1'-0"



3 2nd Floor Plan - HAMILTON ELEV. 'B' & 'D'
SCALE: 1/4" = 1'-0"

HAMILTON

HAMILTON SQUARE FOOTAGE:	
MAIN LEVEL	361
UPPER LEVEL	1,094
TOTAL HEATED	1834
2 CAR GARAGE	361
FRONT PORCH	21
TOTAL FRAMED	2,216

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PROJECT NAME :
HILLCREST LANDINGS
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
HAMILTON
FLOOR PLANS

Date	6/22/2023
Scale	AS NOTED
Drawn by	GC
Job No.	N/A
Sheet	A4.1

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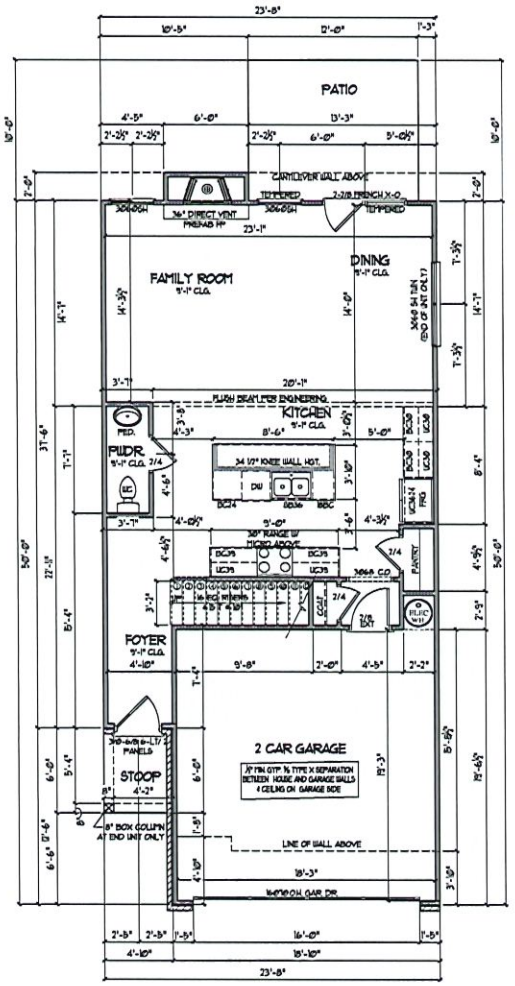
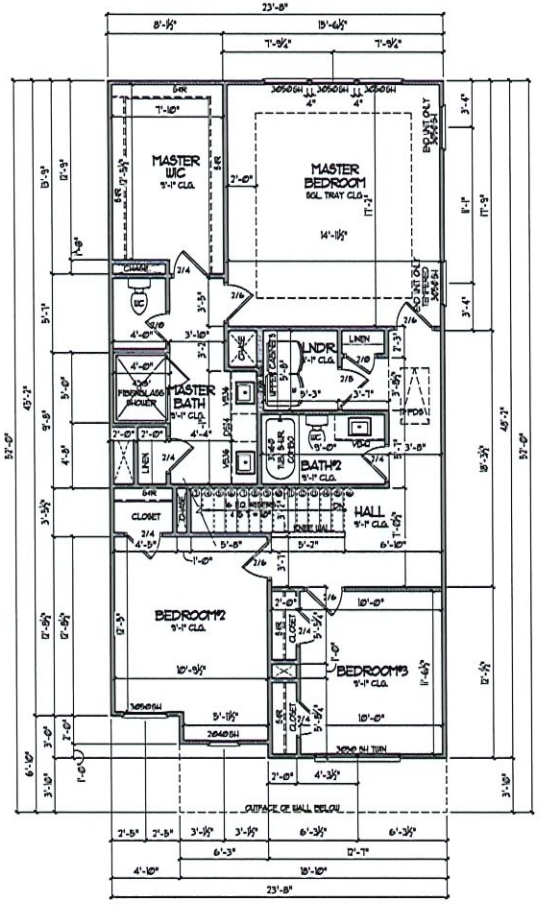
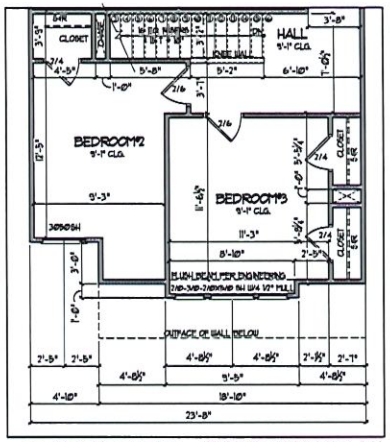


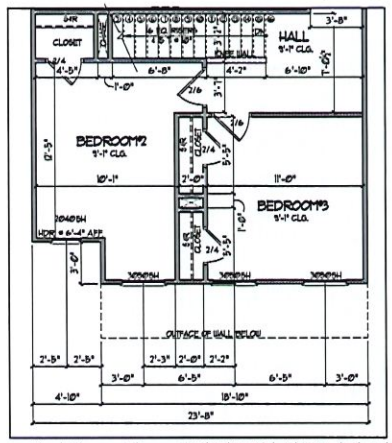
2 1st Floor Plan - SMITHTOWN
SCALE: 1/4" = 1'-0"



2 2nd Floor Plan - SMITHTOWN ELEV. 'A'
SCALE: 1/4" = 1'-0"



4 2nd Floor Plan - SMITHTOWN ELEV. 'C'
SCALE: 1/4" = 1'-0"



3 2nd Floor Plan - SMITHTOWN ELEV. 'B' & 'D'
SCALE: 1/4" = 1'-0"

SMITHTOWN

SMITHTOWN SQUARE FOOTAGE:	
MAIN LEVEL	1163
UPPER LEVEL	1086
TOTAL HEATED	2249
2 CAR GARAGE	372
FRONT PORCH	23
TOTAL FRAMED	2644

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PROJECT NAME :
HILLCREST LANDINGS
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
SMITHTOWN
FLOOR PLANS

Date	6/22/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A5.1

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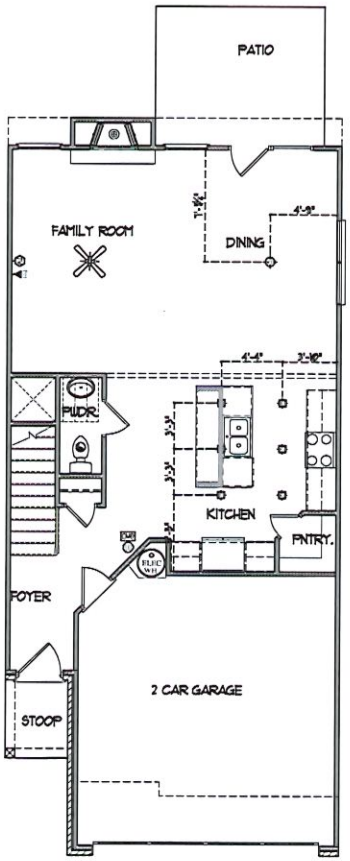
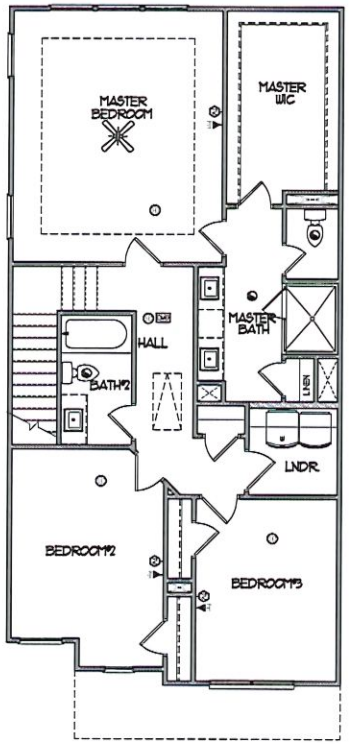


1 Main Level Electrical - HAMILTON
not to scale



2 Upper Level Electrical - HAMILTON
not to scale

ELECTRICAL LEGEND			
GAS	Gas Line		Recessed Can Light
CW	Cold Water		Eyeball Light
	Electrical Panel		Wall Mounted Light
	Electrical Meter		Wall Sconce
	Disconnect Switch		Fluorescent Light w/1 Bulb
$	Switch		Fluorescent Light w/2 Bulbs
$3	3-Way Switch		Vapor Protected Light
$4	4-Way Switch		Exhaust Fan
$D	Dimmer Switch		Exhaust Fan w/Light
	Button		Exhaust Fan w/Heat & Light
	Duplex Outlet		Smoke Detector
	Quadplex Outlet	CMD	Carbon Monoxide Detector
	Switched Duplex Outlet	T	Thermostat
FLOOR	Floor Outlet		Direct Wire
GFI	GFI Outlet		Phone Jack
WP-GFI	Water Proof GFI Outlet		Media Jack
CLG	Ceiling Mounted Outlet	TV	Cable TV Outlet
220V	220V Outlet		Door Chimes
	Ceiling Mounted Light		Security Panel
H	Hanging Ceiling Mounted Light		Flood Light
	Ceiling Fan		Ceiling Fan w/Light

NO.	DESCRIPTION :	DATE :

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PROJECT NAME :
HILLCREST LANDINGS
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
HAMILTON
ELECTRICAL

Date	6/22/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A6.1

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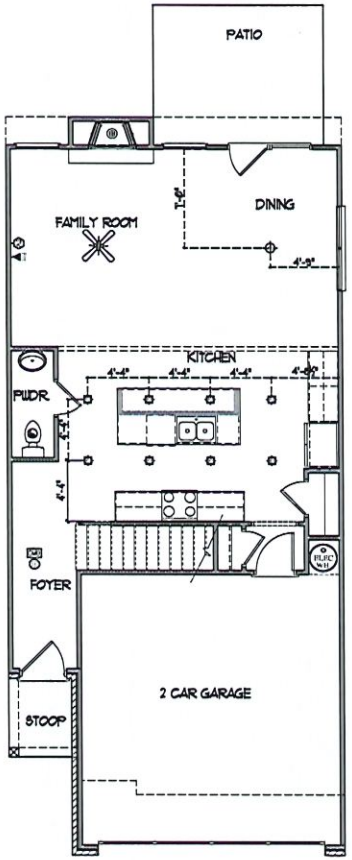
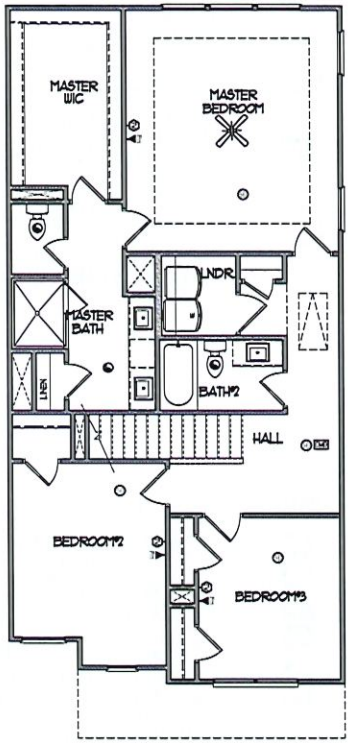


1 Main Level Electrical - SMITHTOWN
not to scale



2 Upper Level Electrical - SMITHTOWN
not to scale

ELECTRICAL LEGEND			
GAS	Gas Line		Recessed Can Light
CW	Cold Water		Eyeball Light
	Electrical Panel		Wall Mounted Light
	Electrical Meter		Wall Sconce
	Disconnect Switch		Fluorescent Light w/1 Bulb
S	Switch		Fluorescent Light w/2 Bulbs
S3	3-Way Switch		Vapor Protected Light
S4	4-Way Switch		Exhaust Fan
SD	Dimmer Switch		Exhaust Fan w/Light
	Button		Exhaust Fan w/Heat & Light
	Duplex Outlet		Smoke Detector
	Quadplex Outlet	CMD	Carbon Monoxide Detector
	Switched Duplex Outlet	T	Thermostat
FLOOR	Floor Outlet		Direct Wire
GFI	GFI Outlet		Phone Jack
WP-GFI	Water Proof GFI Outlet		Media Jack
CG	Ceiling Mounted Outlet		Cable TV Outlet
220V	220V Outlet		Door Chimes
	Ceiling Mounted Light		Security Panel
H	Hanging Ceiling Mounted Light		Flood Light
	Ceiling Fan		Ceiling Fan w/Light

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PROJECT NAME :
HILLCREST LANDINGS
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
490 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
SMITHTOWN ELECTRICAL

Date	6/22/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A6.2

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HAMILTON & SMITHTOWN

24' x 50' - 2 STORY, FRONT ENTRY GARAGE

HILLCREST LANDINGS TOWNHOMES



Front Elevation A



Front Elevation B



Front Elevation C



Front Elevation D

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HILLCREST LANDINGS TOWNHOMES

BUILDING 2, UNITS 1 - 8 (8 UNITS BUILDING)



A B C D A B C D

FRONT ELEVATION

THE HAMILTON & SMITHTOWN PLANS

24'X50' 2-STORY FRONT ENTRY GARAGE PRODUCT

BUILDING CODE ANALYSIS

CONSTRUCTION CODES:

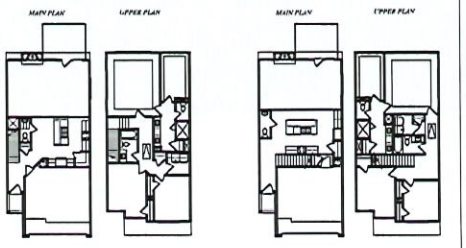
- INTERNATIONAL BUILDING CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL FIRE CODE, 2018 EDITION (NO GEORGIA AMENDMENTS)
- INTERNATIONAL PLUMBING CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL MECHANICAL CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL FUEL GAS CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- NATIONAL ELECTRICAL CODE, 2017 EDITION (NO GEORGIA AMENDMENTS)
- INTERNATIONAL ENERGY CONSERVATION CODE, 2015 EDITION, WITH GEORGIA SUPPLEMENTS AND AMENDMENTS (2020)
- NFPA NATIONAL ELECTRICAL CODE, 2020 EDITION
- INTERNATIONAL RESIDENTIAL CODE FOR ONE & TWO FAMILY DWELLINGS, 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS
- GWINNETT COUNTY CONSTRUCTION CODE (2015)

PRODUCT:	2 STORY TOWNHOMES
OCCUPANCY CLASSIFICATION:	R-3
CONSTRUCTION TYPE:	TYPE VB (2 HOUR DWELINGS SEPARATION BETWEEN UNITS. NON SPRINKLERED.

DRAWING INDEX

C0.0	COVER SHEET
A1.1	BUILDING FRONT & REAR ELEVATIONS
A1.2	BUILDING SIDE ELEVATIONS
A1.3	BUILDING SLAB PLAN
A1.4	BUILDING MAIN LEVEL FLOOR PLANS
A1.5	BUILDING UPPER LEVEL FLOOR PLANS
A1.6	BUILDING ROOF PLAN
A2.1	ELEVATION 'A' & 'B'
A2.2	ELEVATION 'C' & 'D'
A3.1	SIDE & REAR ELEVATIONS - HAMILTON
A3.2	SIDE & REAR ELEVATIONS - SMITHTOWN
A4.1	SLAB FOUNDATION PLANS
A5.1	MAIN LEVEL FLOOR PLANS
A6.1	UPPER LEVEL FLOOR PLANS - HAMILTON
A6.2	UPPER LEVEL FLOOR PLANS - SMITHTOWN
A7.1	ROOF PLANS
A8.1	ELECTRICAL HAMILTON PLAN
A8.2	ELECTRICAL SMITHTOWN PLAN

FOOTPRINT



AREA CALCULATION

SMITHTOWN SQUARE FOOTAGE:	
MAIN LEVEL	1013
UPPER LEVEL	1089
TOTAL HEATED	1948
2 CAR GARAGE	372
FRONT PORCH	21
TOTAL FRAMED	2341

HAMILTON SQUARE FOOTAGE:	
MAIN LEVEL	741
UPPER LEVEL	1063
TOTAL HEATED	1804
2 CAR GARAGE	367
FRONT MONCH	21
TOTAL FRAMED	2278

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BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
COVER SHEET

Date	8/14/2023
Scale	AS NOTED
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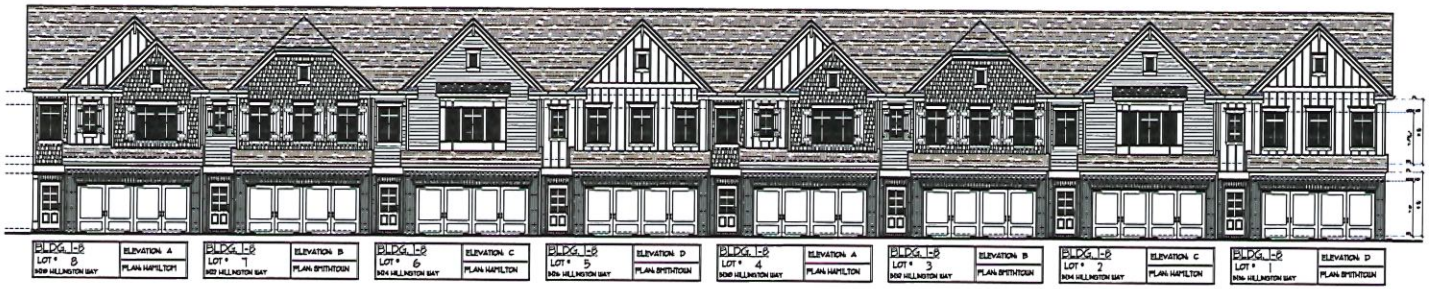
Job No.	N/A
Sheet	C0.0



1 Front Elevation (Lot# 1 Through 8)



2 Rear Elevatio (Lot# Through 8)

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SHEET TITLE
FRONT & REAR ELEVATIONS

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Scale	AS NOTED
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Job No.	N/A
Sheet	A1.1

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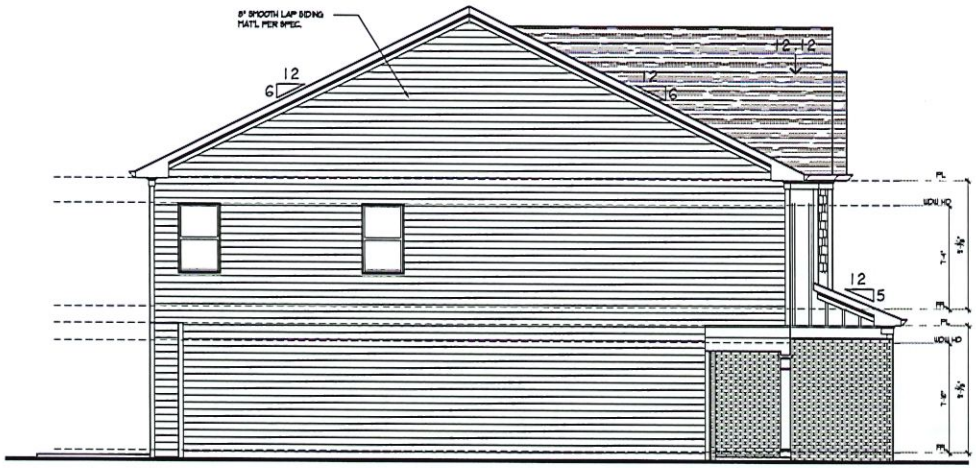
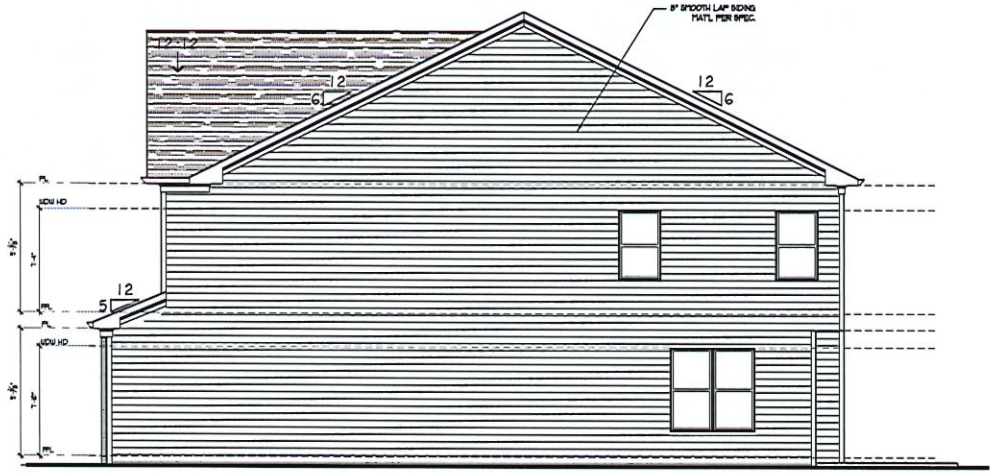


1 Left Side Elevation 'A' - HAMILTON
SCALE: 3/16" = 1'-0"



2 Right Side Elevation 'D' - SMITHTOWN
SCALE: 3/16" = 1'-0"

NO	DESCRIPTION :	DATE :

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BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
SIDE ELEVATIONS

Date	8/14/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A1.2

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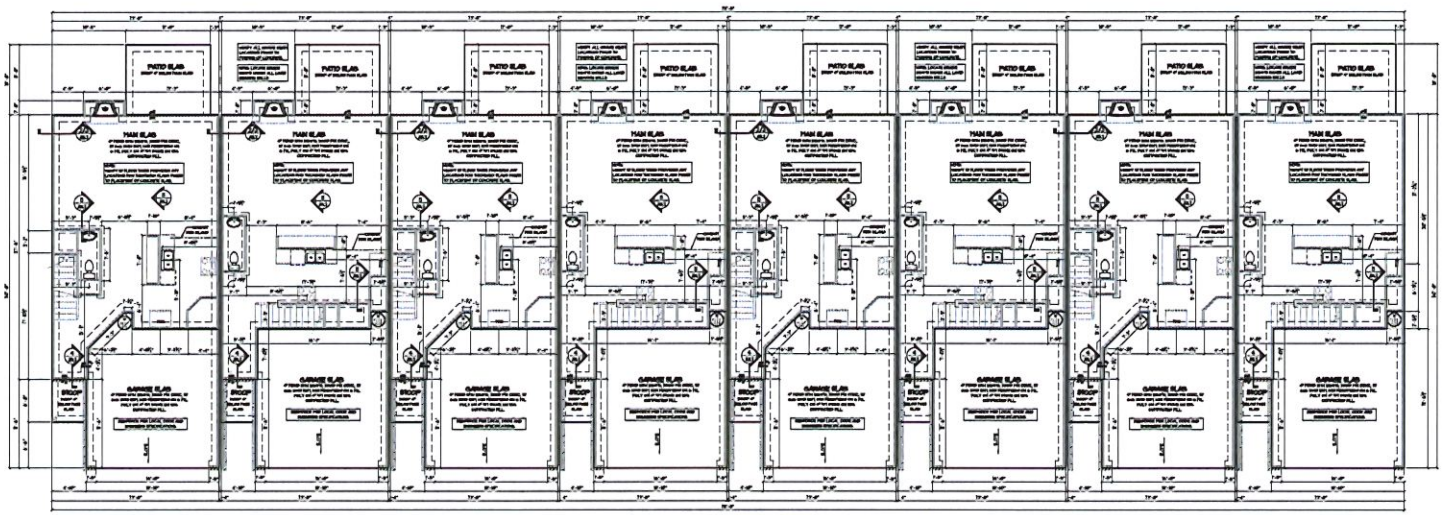

1 Slab Layout (Lot#1 Through #8)

NO.	DESCRIPTION :	DATE :

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PROJECT NAME :
HILLCREST LANDINGS
BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
SLAB PLAN

Date	8/14/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A1.3

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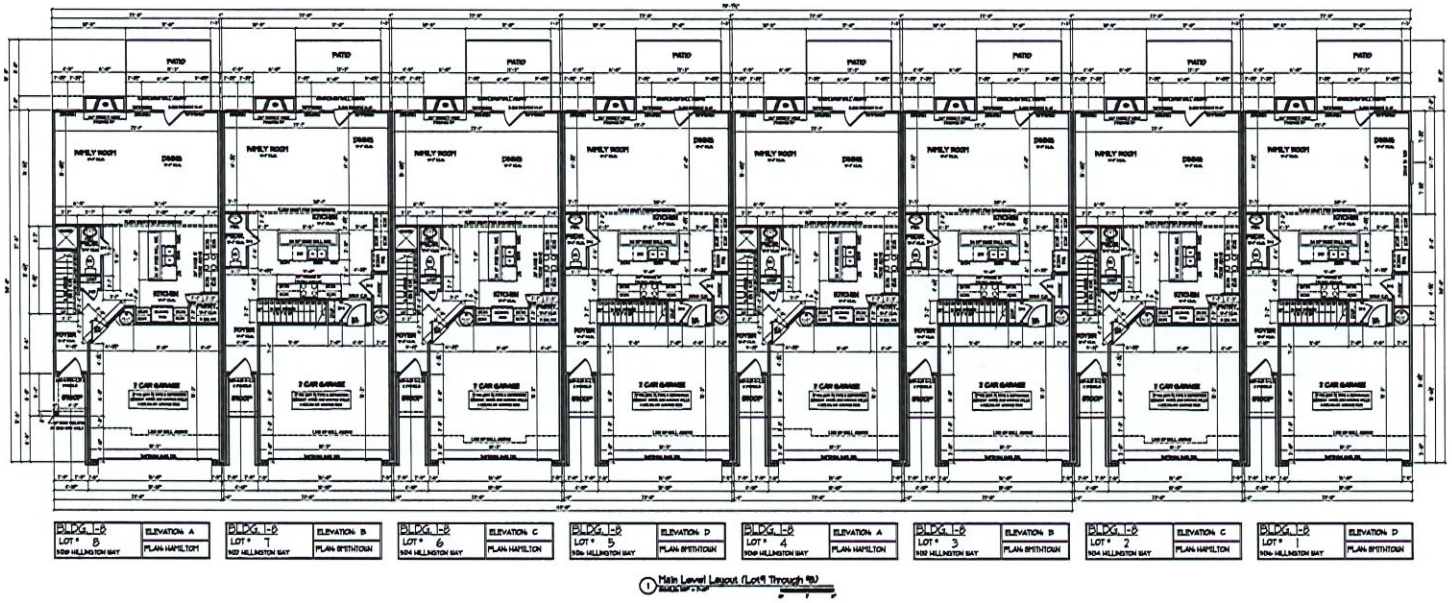

1 Main Level Layout (Lot#s 1 through 8)

NO	DESCRIPTION :	DATE :

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PROJECT NAME :

HILLCREST LANDINGS
BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER

SOUTHERN HERITAGE HOMES

390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE

MAIN LEVEL FLOOR PLAN

Date	8/14/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A1.4

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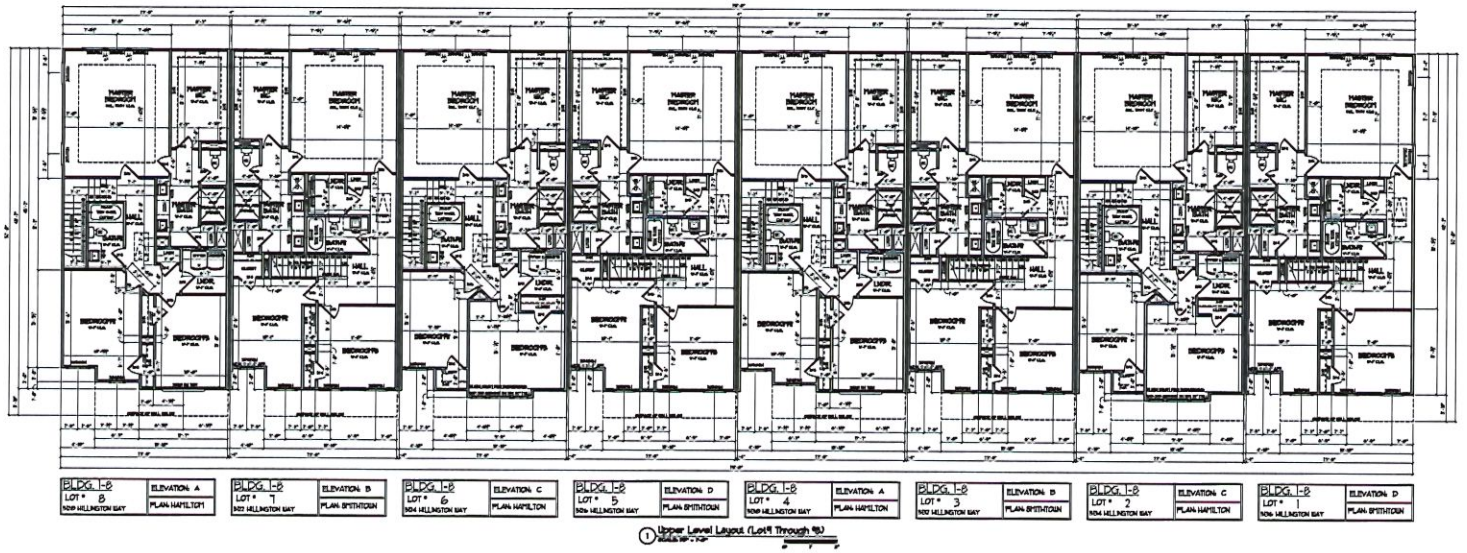

1 Upper Level Layout (Lot#1 Through #8)

NO	DESCRIPTION :	DATE :

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PROJECT NAME :

HILLCREST LANDINGS
BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER

SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE

UPPER LEVEL FLOOR PLAN

Date	8/14/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A1.5

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ATTIC VENT CALCULATION: 1:300 RATIO.
(PER 2012 IRC SECTION R8062)

ROOF AREA: 1092 SQ. FT.

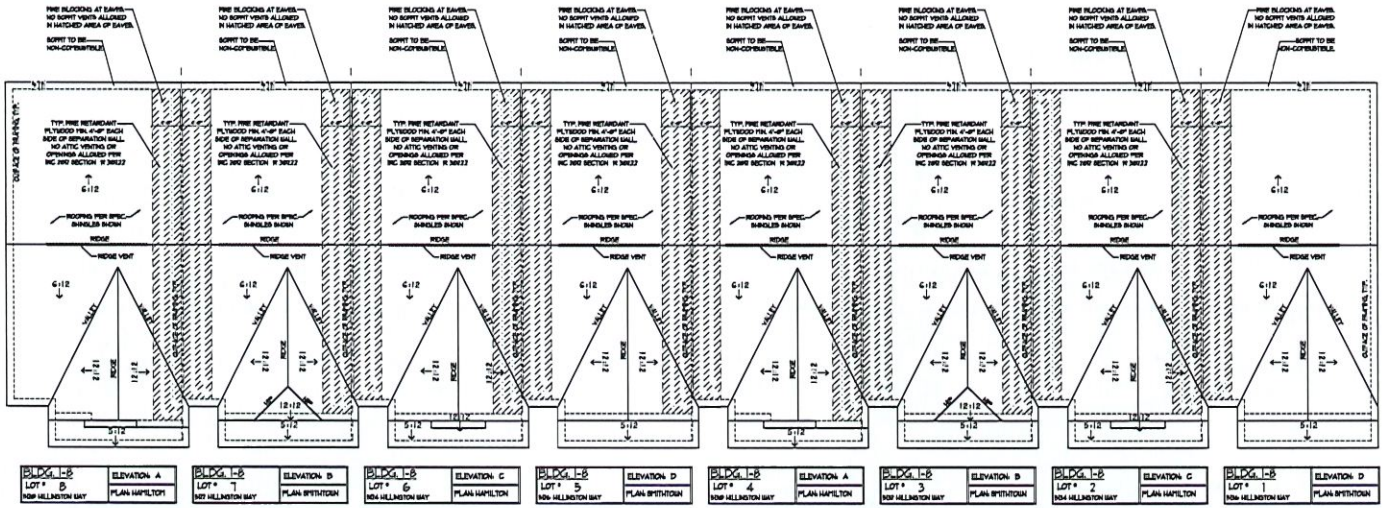
1092 SQ. FT. / 300 = 3.64 SQ. FT.
X 144 = 524.16 SQ. IN. OF VENT REQ'D.
524.16 SQ. IN. / 2 = 262.08 SQ. IN.

VENTILATION REQUIRED:

RIDGE VENTILATION (HIGH): 262 SQ. IN. NFA EXHAUST REQUIRED.
262 SQ. IN. NFA INTAKE REQUIRED.

NOTE:

GENERAL CONTRACTOR SHALL VERIFY THE NET FREE VENTILATION OF THE VENT PRODUCT SELECTED BY OWNER. VERIFY WITH MANUFACTURER OF HIGH AND LOW VENTS TO BE USED FOR MINIMUM CALCULATED VENTS REQUIRED. THE REQUIRED VENTILATION SHALL BE MAINTAINED. PROVIDE INSULATION STOP SUCH THAT INSULATION DOES NOT OBSTRUCT FREE AIR MOVEMENT AS REQUIRED BY THE BUILDING OFFICIAL.



1 Roof Layout (Lot 9 Through 18)

NO.	DESCPRITION :	DATE :

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PROJECT NAME :
HILLCREST LANDINGS
BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
ROOF PLAN

Date	8/14/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A1.6

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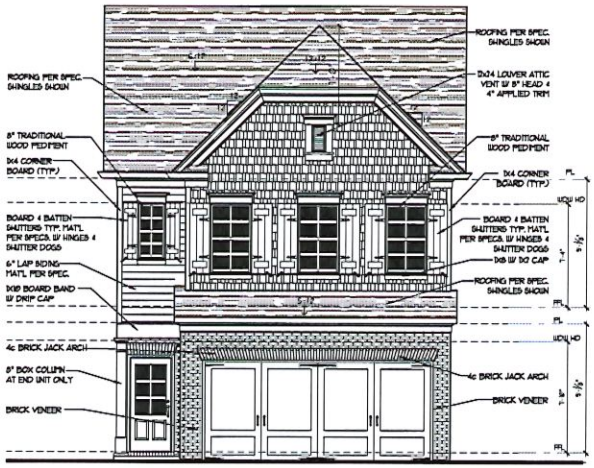
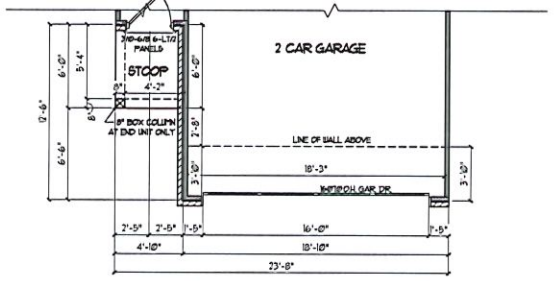
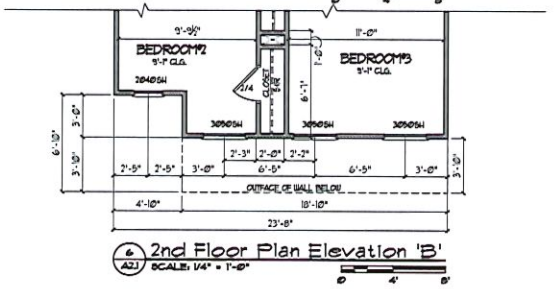


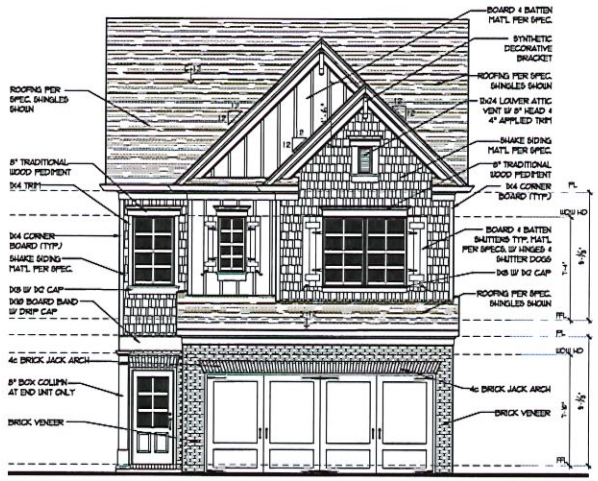
4 A21 **Front Elevation "B"**
SCALE: 1/4" = 1'-0"



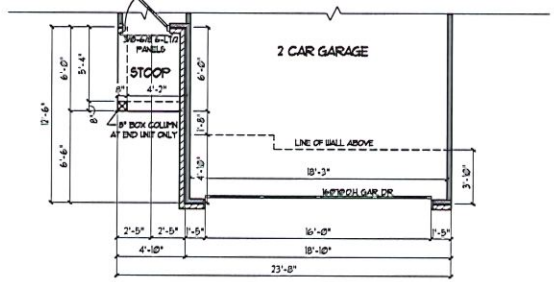
3 A21 **1st Floor Plan Elevation 'B'**
SCALE: 1/4" = 1'-0"



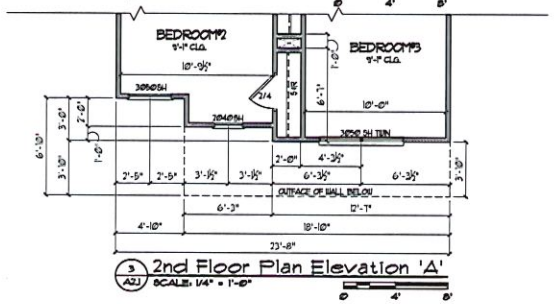
6 A21 **2nd Floor Plan Elevation 'B'**
SCALE: 1/4" = 1'-0"



1 A21 **Front Elevation "A"**
SCALE: 1/4" = 1'-0"



2 A21 **1st Floor Plan Elevation 'A'**
SCALE: 1/4" = 1'-0"



3 A21 **2nd Floor Plan Elevation 'A'**
SCALE: 1/4" = 1'-0"

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PROJECT NAME :
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BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
ELEVATIONS
'A' & 'B'

Date	8/14/2023
Scale	AS NOTED
Drawn by	GC
Job No.	N/A
Sheet	A2.1

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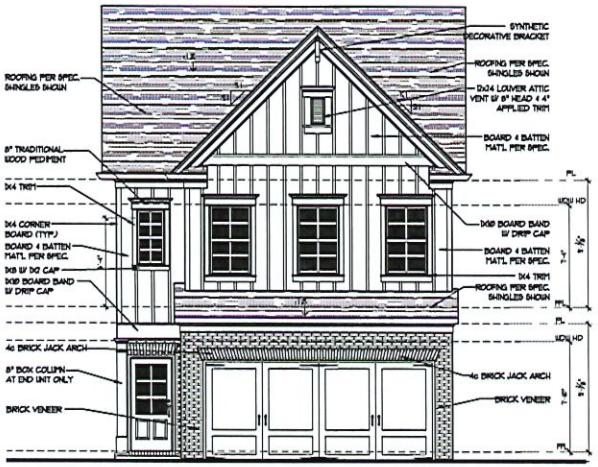
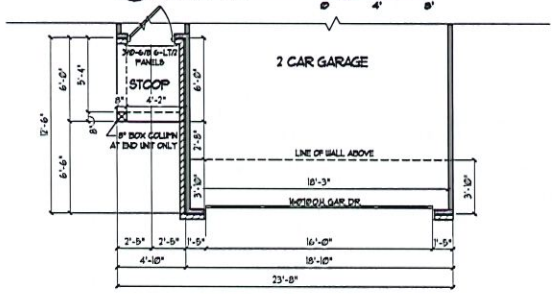
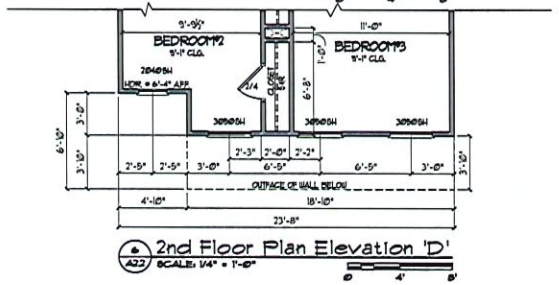


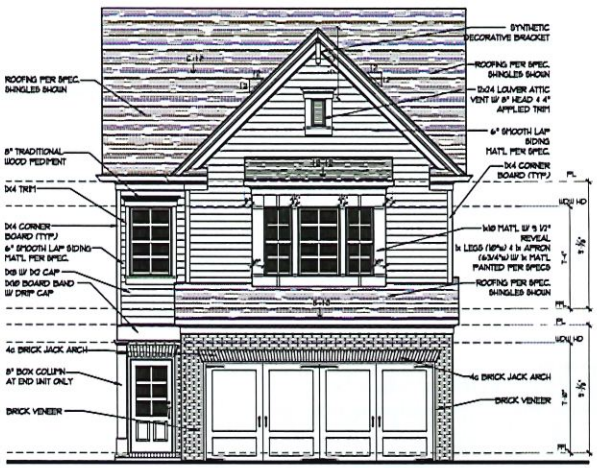
4 A22 Front Elevation 'D'
SCALE: 1/4" = 1'-0"



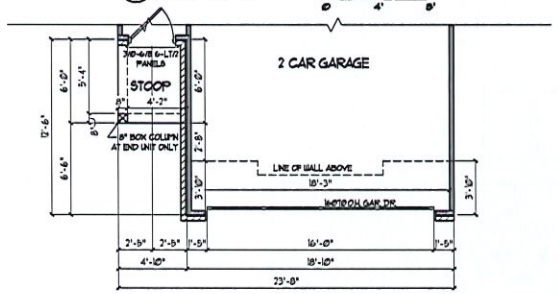
5 A22 1st Floor Plan Elevation 'D'
SCALE: 1/4" = 1'-0"



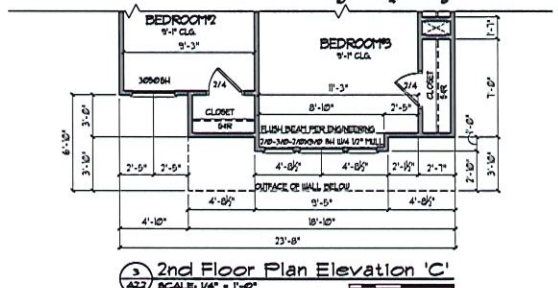
6 A22 2nd Floor Plan Elevation 'D'
SCALE: 1/4" = 1'-0"



1 A22 Front Elevation "C"
SCALE: 1/4" = 1'-0"



2 A22 1st Floor Plan Elevation 'C'
SCALE: 1/4" = 1'-0"



3 A22 2nd Floor Plan Elevation 'C'
SCALE: 1/4" = 1'-0"

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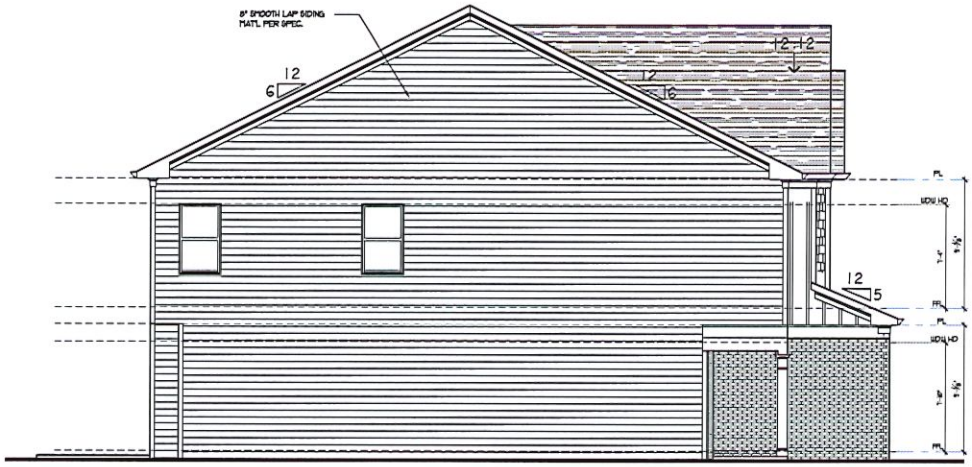
PROJECT NAME :
HILLCREST LANDINGS
BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

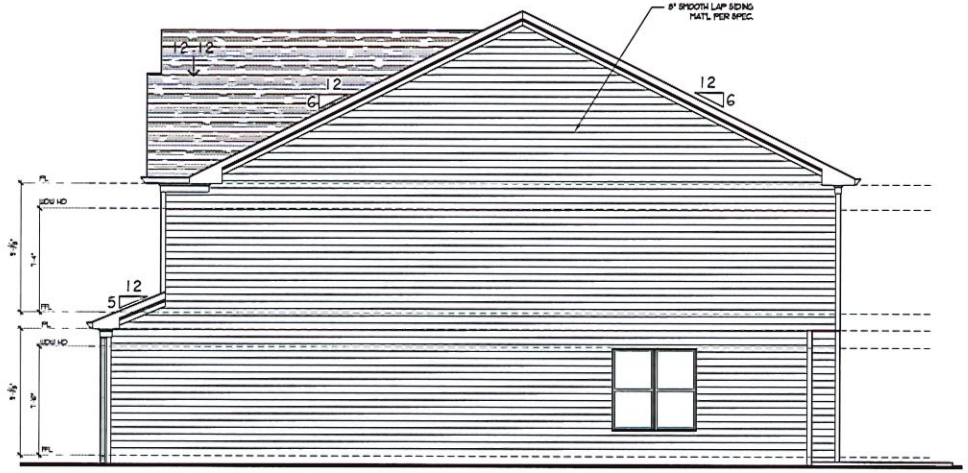
CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
ELEVATIONS
'C' & 'D'

Date	8/14/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A2.2



1 A3.1 Left Side Elevation - HAMILTON
SCALE: 1/4" = 1'-0"



2 A3.1 Right Side Elevation - HAMILTON
SCALE: 1/4" = 1'-0"



3 Rear Elevation - HAMILTON
SCALE: 3/16" = 1'-0"

NO.	DESCRIPTION :	DATE :

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PROJECT NAME :
HILLCREST LANDINGS
BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
SIDE & REAR ELEVATIONS

Date	8/14/2023
Scale	AS NOTED
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Job No.	N/A
Sheet	A3.1

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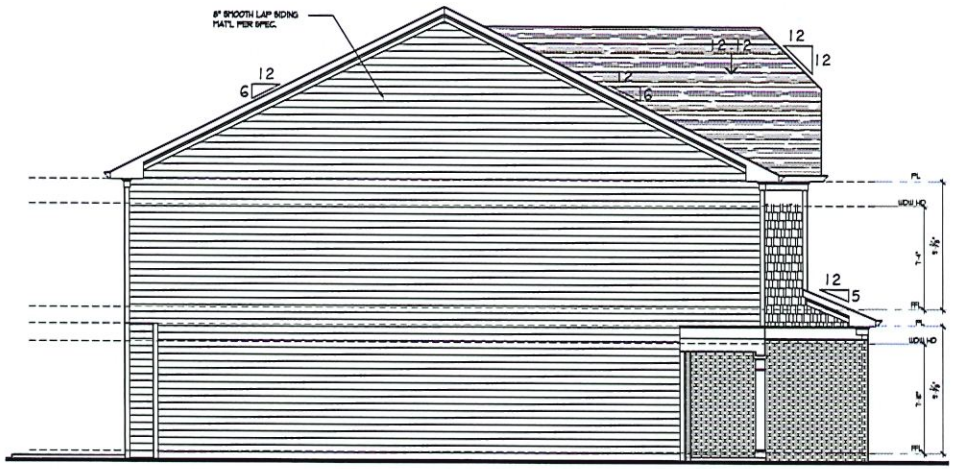
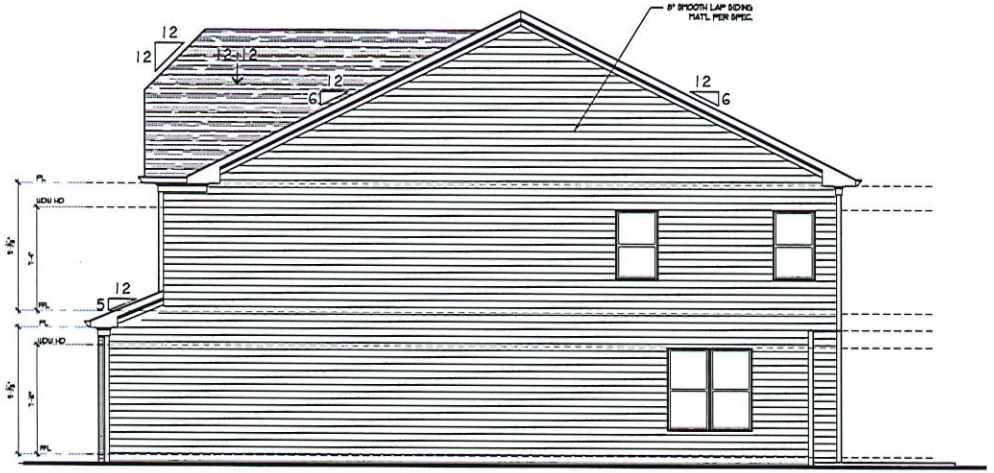


1 Left Side Elevation 'B' - SMITHTOWN
SCALE: 1/4" = 1'-0"



2 Right Side Elevation 'B' - SMITHTOWN
SCALE: 1/4" = 1'-0"



3 Rear Elevation - SMITHTOWN
SCALE: 3/16" = 1'-0"

NO.	DESCRIPTION :	DATE :

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HILLCREST LANDINGS
BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
SIDE & REAR ELEVATIONS

Date	8/14/2023
Scale	AS NOTED
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Job No.	N/A
Sheet	A3.2

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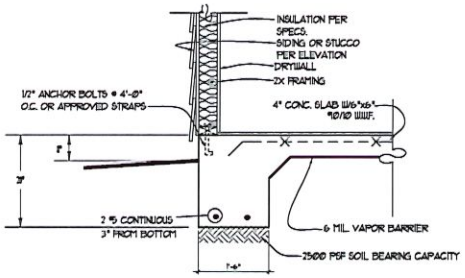
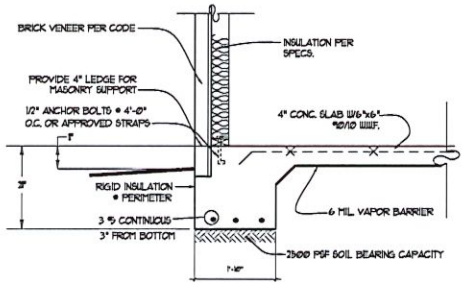
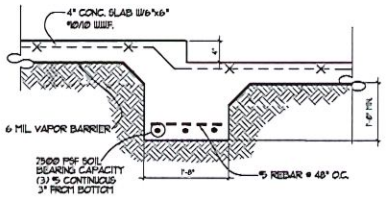


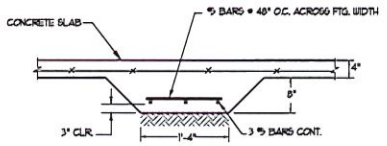
1 A3.1 TURNDOWN SLAB SECTION W/O BRICK VENEER
SCALE: NTS



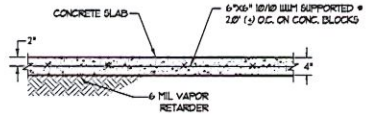
2 A3.1 TURNDOWN SLAB SECTION W/ BRICK VENEER
SCALE: NTS



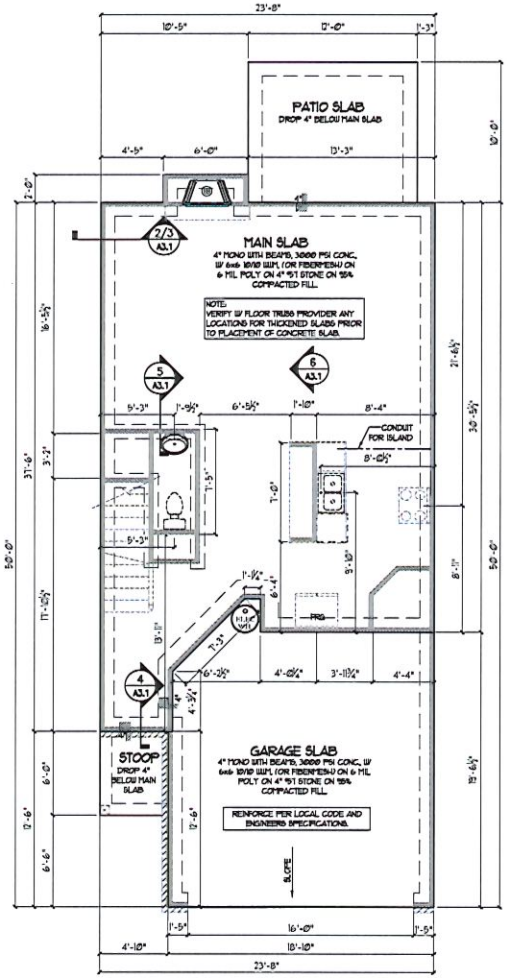
4 A3.1 STEPPED SLAB SECTION
SCALE: NTS



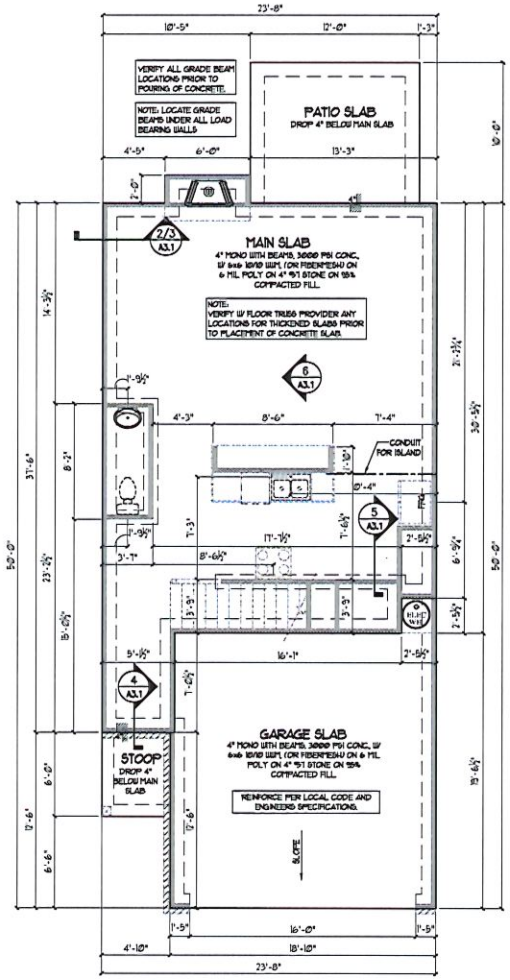
3 A3.1 INTERIOR GRADE BEAM
SCALE: NTS



4 A3.1 TYPICAL SLAB ON GRADE
SCALE: NTS



1 Slab Foundation Plan - HAMILTON
SCALE: 1/4" = 1'-0"



2 Slab Foundation Plan - SMITHTOWN
SCALE: 1/4" = 1'-0"

NO	DESCRIPTION :	DATE :

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GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
590 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
SLAB
FLOOR PLANS

Date	8/14/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A4.1

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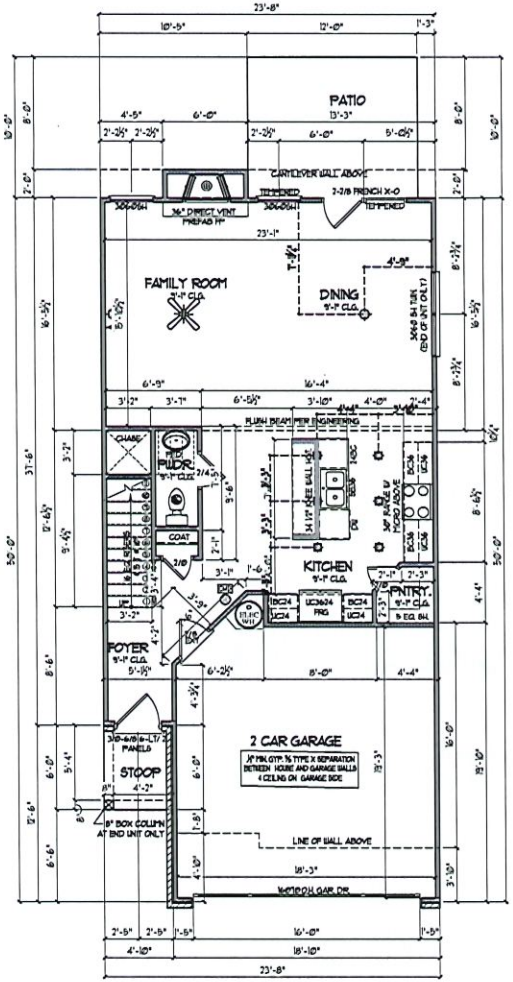
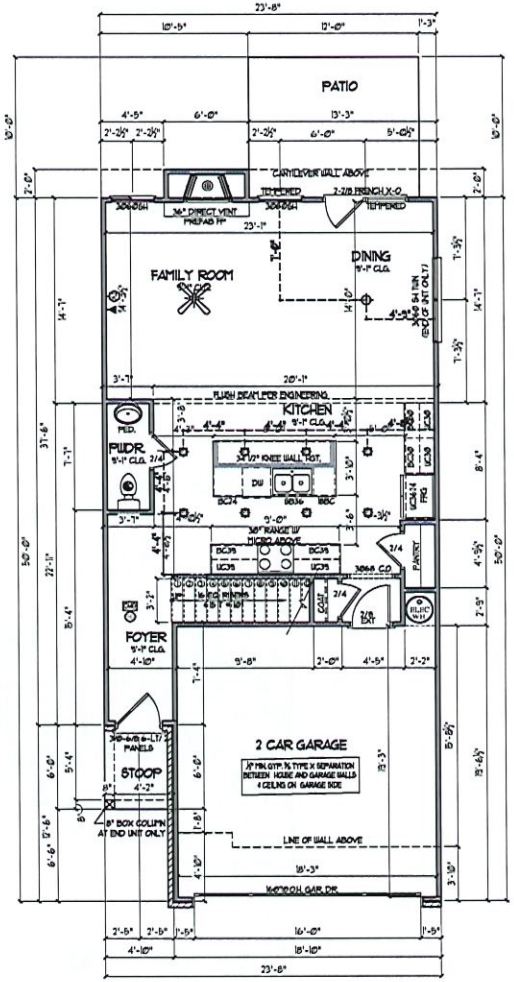


1 1st Floor Plan - HAMILTON
SCALE: 1/4" = 1'-0"

HAMILTON

HAMILTON SQUARE FOOTAGE	
MAIN LEVEL	1671
UPPER LEVEL	1063
TOTAL HEATED	1834
2 CAR GARAGE	361
FRONT PORCH	21
TOTAL FRAMED	2216



2 1st Floor Plan - SMITHTOWN
SCALE: 1/4" = 1'-0"

SMITHTOWN

SMITHTOWN SQUARE FOOTAGE	
MAIN LEVEL	1671
UPPER LEVEL	1065
TOTAL HEATED	1848
2 CAR GARAGE	332
FRONT PORCH	21
TOTAL FRAMED	2241

NO	DESCRIPTION :	DATE :

DESIGNER :
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4841 BELLE ESTATES RD.
SUWANEE, GEORGIA 30024
gc.viewpointdesign@gmail.com
PHONE (404) 518-0936

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PROJECT NAME :
HILLCREST LANDINGS
BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
MAIN
FLOOR PLANS

Date	8/14/2023
Scale	AS NOTED
Drawn by	GC
Job No.	N/A
Sheet	A5.1

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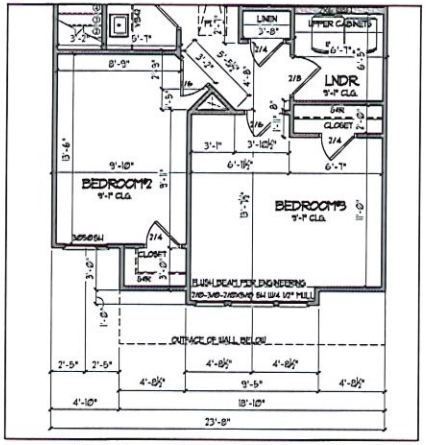
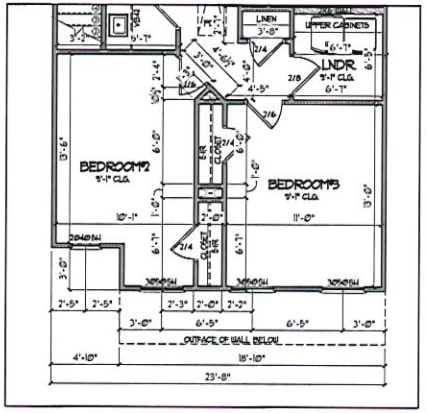
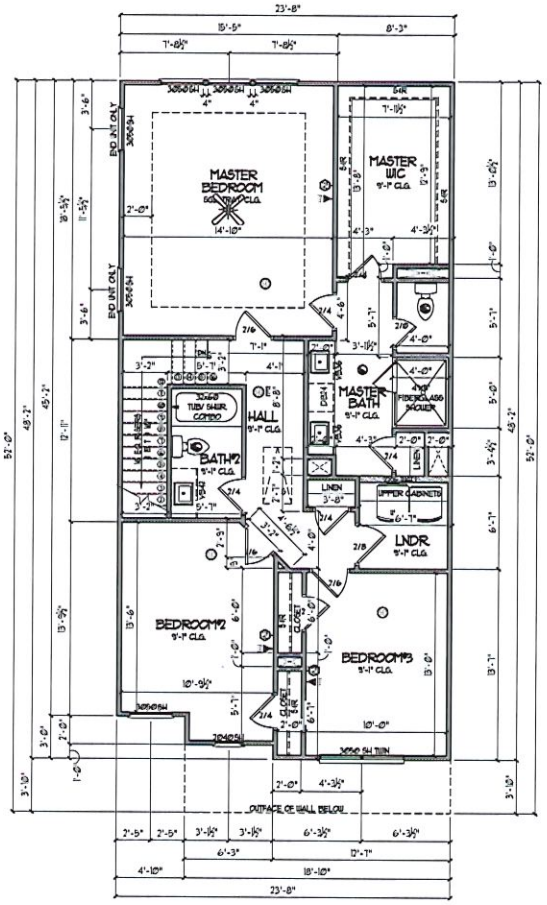


3 2nd Floor Plan - HAMILTON ELEV. 'C'
SCALE: 1/4" = 1'-0"



2 2nd Floor Plan - HAMILTON ELEV. 'B' & 'D'
SCALE: 1/4" = 1'-0"



1 2nd Floor Plan - HAMILTON ELEV. 'A'
SCALE: 1/4" = 1'-0"

HAMILTON

HAMILTON SQUARE FOOTAGE:	
MAIN LEVEL	1067
UPPER LEVEL	1067
TOTAL HEATED	1834
2 CAR GARAGE	367
FRONT PORCH	27
TOTAL FRAMED	2228

NO	DESCRIPTION :	DATE :

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PROJECT NAME :
HILLCREST LANDINGS
BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
HAMILTON 2ND FLOOR PLAN

Date	8/14/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A6.1

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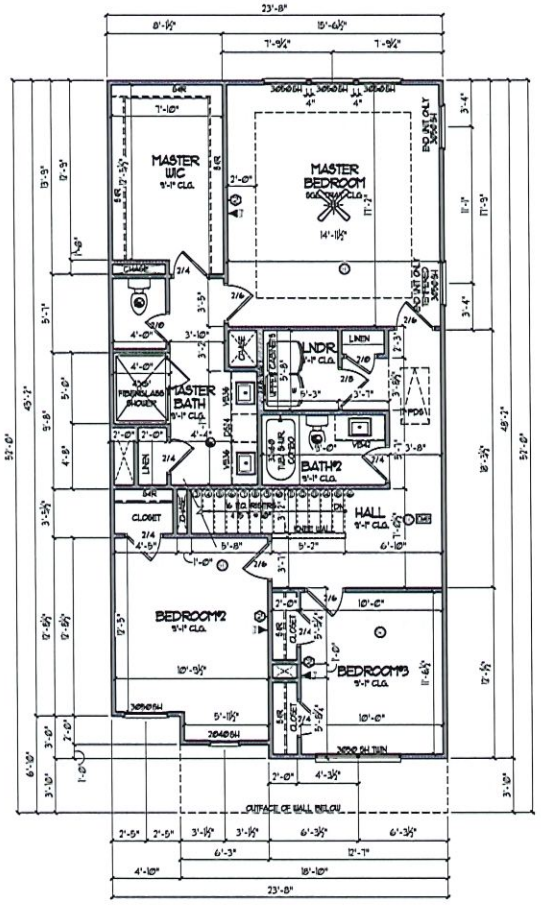
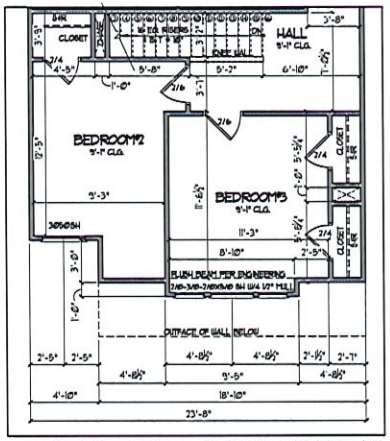
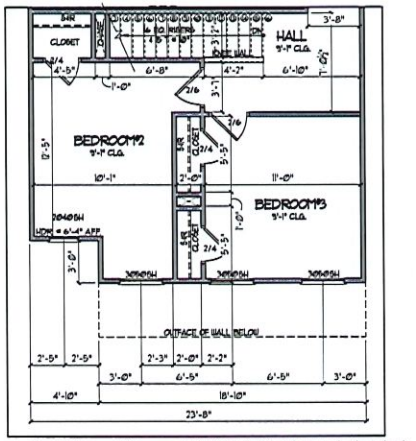


1 2nd Floor Plan - SMITHTOWN ELEV. 'A'
SCALE: 1/4" = 1'-0"



3 2nd Floor Plan - SMITHTOWN ELEV. 'C'
SCALE: 1/4" = 1'-0"



2 2nd Floor Plan - SMITHTOWN ELEV. 'B' & 'D'
SCALE: 1/4" = 1'-0"

SMITHTOWN

SMITHTOWN SQUARE FOOTAGE:	
MAIN LEVEL	1243
UPPER LEVEL	1000
TOTAL HEATED	2243
2 CAR GARAGE	372
FRONT PORCH	27
TOTAL FRAMED	2243

NO	DESCRIPTION :	DATE :

DESIGNER :
VIEWPOINT DESIGN
4841 BELLE ESTATES RD.
SUWANEE, GEORGIA 30024
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PROJECT NAME :
HILLCREST LANDINGS
BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
590 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
SMITHTOWN
2ND FLOOR PLAN

Date	8/14/2023
Scale	AS NOTED
Drawn by	GC
Job No.	N/A
Sheet	A6.2

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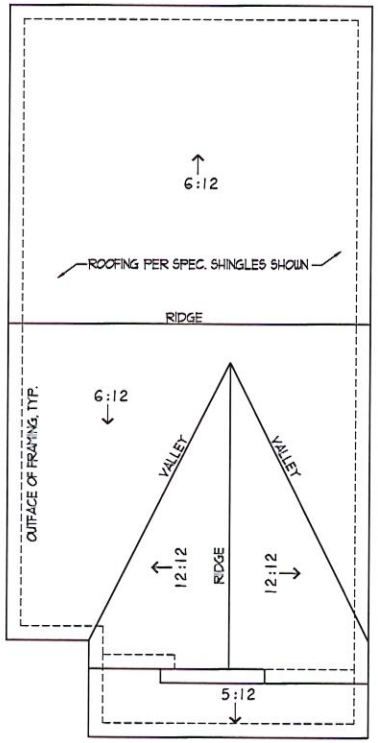
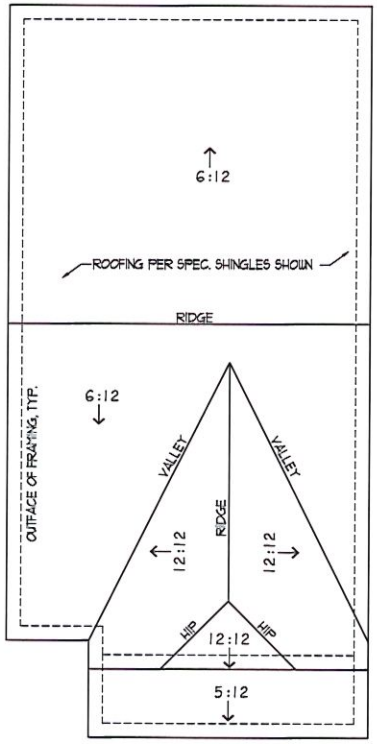
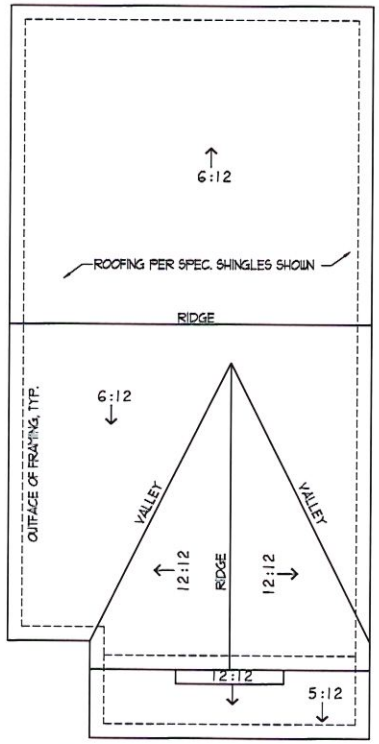


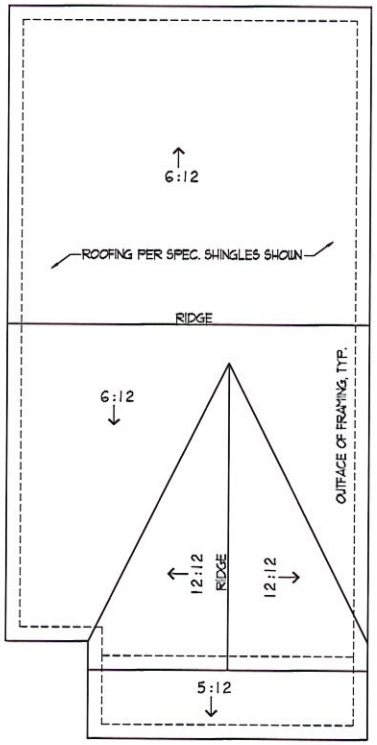
1 Roof Plan Elevation 'A'
SCALE: 1/4" = 1'-0"



2 Roof Plan Elevation 'B'
SCALE: 1/4" = 1'-0"



3 Roof Plan Elevation 'C'
SCALE: 1/4" = 1'-0"



4 Roof Plan Elevation 'D'
SCALE: 1/4" = 1'-0"

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NO	DESCPRITION :	DATE :

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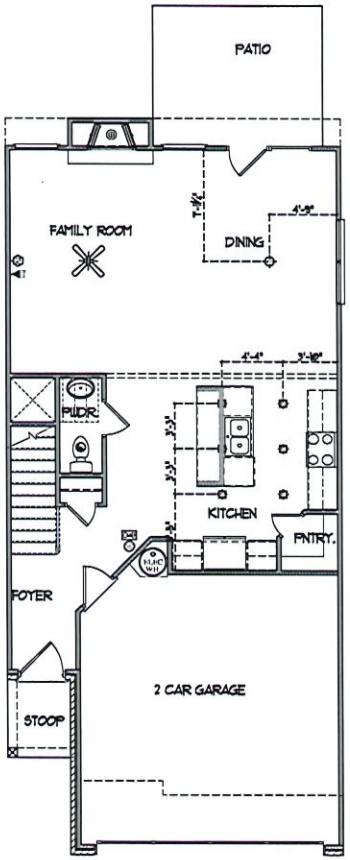
PROJECT NAME :
HILLCREST LANDINGS
BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

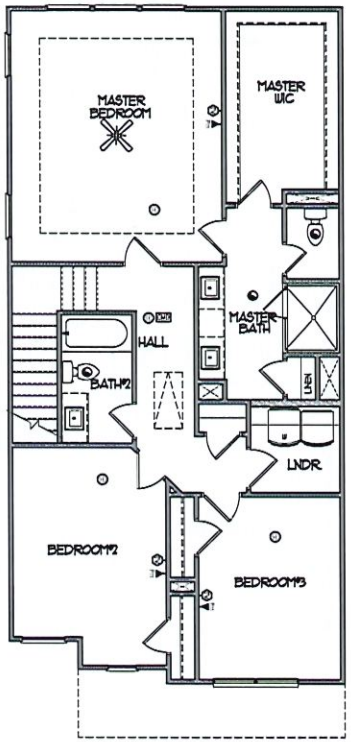
CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
ROOF PLANS

Date	8/14/2023
Scale	AS NOTED
Drawn by	GC
Job No.	N/A
Sheet	A7.1



1 Main Level Electrical - HAMILTON
not to scale



2 Upper Level Electrical - HAMILTON
not to scale

ELECTRICAL LEGEND			
GAS	Gas Line		Recessed Can Light
CW	Cold Water		Eyeball Light
	Electrical Panel		Wall Mounted Light
	Electrical Meter		Wall Sconce
	Disconnect Switch		Fluorescent Light w/1 Bulb
S	Switch		Fluorescent Light w/2 Bulbs
S3	3-Way Switch		Vapor Protected Light
S4	4-Way Switch		Exhaust Fan
SD	Dimmer Switch		Exhaust Fan w/Light
	Button		Exhaust Fan w/Heat & Light
	Duplex Outlet		Smoke Detector
	Quadplex Outlet	CMD	Carbon Monoxide Detector
	Switched Duplex Outlet	T	Thermostat
FLOOR	Floor Outlet		Direct Wire
GFI	GFI Outlet		Phone Jack
WP-GFI	Water Proof GFI Outlet		Media Jack
CLG	Ceiling Mounted Outlet		Cable TV Outlet
220V	220V Outlet		Door Chimes
	Ceiling Mounted Light		Security Panel
H	Hanging Ceiling Mounted Light		Flood Light
	Ceiling Fan		Ceiling Fan w/Light

NO.	DESCRIPTION :	DATE :

DESIGNER :
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PROJECT NAME :
HILLCREST LANDINGS
BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
HAMILTON
ELECTRICAL PLANS

Date	8/14/2023
Scale	AS NOTED
Drawn by	GC
Job No.	N/A
Sheet	A8.1

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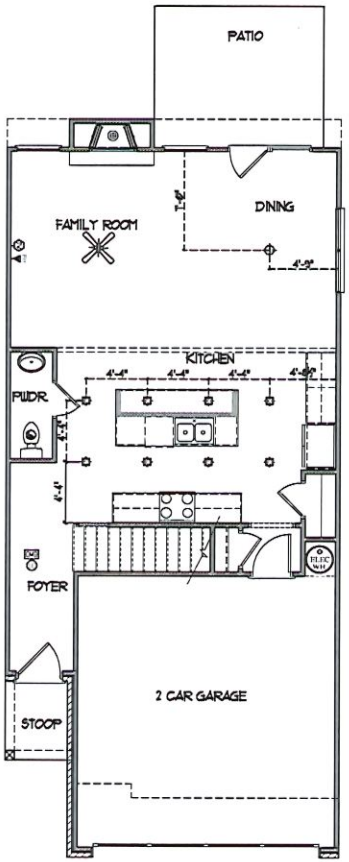
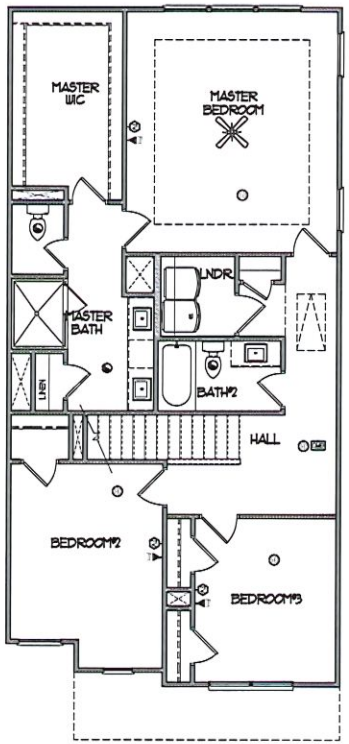


1 Main Level Electrical - SMITHTOWN
not to scale



2 Upper Level Electrical - SMITHTOWN
not to scale

ELECTRICAL LEGEND			
GAS	Gas Line		Recessed Can Light
CW	Cold Water		Eyeball Light
	Electrical Panel		Wall Mounted Light
	Electrical Meter		Wall Sconce
	Disconnect Switch		Fluorescent Light w/1 Bulb
$	Switch		Fluorescent Light w/2 Bulbs
$3	3-Way Switch		Vapor Protected Light
$4	4-Way Switch		Exhaust Fan
$D	Dimmer Switch		Exhaust Fan w/Light
	Button		Exhaust Fan w/Heat & Light
	Duplex Outlet		Smoke Detector
	Quadplex Outlet	CMD	Carbon Monoxide Detector
	Switched Duplex Outlet	T	Thermostat
FLOOR	Floor Outlet		Direct Wire
GFI	GFI Outlet		Phone Jack
WP-GFI	Water Proof GFI Outlet		Media Jack
CLG	Ceiling Mounted Outlet		Cable TV Outlet
220V	220V Outlet		Door Chimes
	Ceiling Mounted Light		Security Panel
H	Hanging Ceiling Mounted Light		Flood Light
	Ceiling Fan		Ceiling Fan w/Light

NO	DESCRIPTION :	DATE :

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4841 BELLE ESTATES RD.
SUWANEE, GEORGIA 30024
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PROJECT NAME :
HILLCREST LANDINGS
BUILDING 2, UNITS 1 - 8
HAMILTON & SMITHTOWN
GWINNETT, GA

CLIENT/ BUILDER
SOUTHERN HERITAGE HOMES
390 BROGDON RD.,
SUWANEE, GA 30024

SHEET TITLE
SMITHTOWN
ELECTRICAL PLANS

Date	8/14/2023
Scale	AS NOTED
Drawn By	GC
Job No.	N/A
Sheet	A8.2

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03700
0582

Georgia, Hall County, Clerk Superior Court
Filed in office, this 6 day of July
2000 at 10:40a.m. Recorded in
Book 3700 Page(s) 582-584
this 7 day of July, 2000.
DWIGHT S. WOOD, CLERK, by: AJ2
2184

018212

Sergio & Associates P.C.
Attorney at Law
3982 Cherokee Trail
Suite 130
Suwanee, Georgia 30024

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ -0-
Date 7-6-00
DWIGHT S. WOOD
Clerk Superior Court
By AJ2

000582

STATE OF GEORGIA

Gwinnett COUNTY

Quit-Claim Deed

THIS INDENTURE, made the 27th day of April, in the year Two Thousand, between **JAY HAK LEE,** of the County of Jackson, State of Georgia, and **KOOK-JA LEE,** of the County of Gwinnett, as party or parties of the first part, hereinafter called Grantor, and **KOOK-JA LEE,** as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, for and in consideration of LOVE AND AFFECTION, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit-claim to Grantee all the right, title interest, claim or demand which the Grantor has or may have had in and to the following described real property, to wit:

FOR A COMPLETE LEGAL DESCRIPTION REFER TO EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Each grantor of this deed holds a twenty-five percent (25%) undivided interest in the above-described property. Grantee shall, therefore, hold a fifty percent (50%) undivided interest in a tenancy at common with Been Chuan Lee and Main Di Chang.
with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed the day and year above written.

Signed, sealed and delivered in
presence of:

Witness

Notary Public

My Commission Expires:

NOTARY PUBLIC GWINNETT COUNTY

Jay H. Lee
JAY HAK LEE

KOOK-JA LEE

000583

EXHIBIT "A"

All that tract or parcel of land lying and being in the Clinchem District, number 392, of Hall County, Georgia, and being a portion of that land conveyed by warranty deed from Jasper B. Thompson to Eva Thompson Thornton on January 24, 1921, and recorded at deed book 37, page 568, Hall County records. Said tract is more particularly described as follows:

To find the point of beginning, commence at a concrete monument which point is the common intersection of the southeast boundary of Hall County, the northwestern boundary of Jackson County, the western boundary line of Barrow County, and the eastern boundary line of Gwinnett County; proceed thence North 46 degrees 36 minutes East 183.3 feet along the common boundary line of Hall and Jackson Counties to a point, thence North 87 degrees 13 minutes West 125.3 feet, thence South 82 degrees 23 minutes West 127.8 feet; thence South 36 degrees 32 minutes West 309.4 feet to a point in the center line of Mulberry River; thence along the center line of the Mulberry River the following courses and distances: South 40 degrees 43 minutes West 100.0 feet; thence South 50 degrees 10 minutes West 207.1 feet; thence North 85 degrees 55 minutes West 509.6 feet; thence South 80 degrees 35 minutes West 344.3 feet; thence North 07 degrees 14 minutes West 204.1 feet; thence South 65 degrees 32 minutes West 187.6 feet; thence South 78 degrees 51 minutes West 235.0 feet; thence North 53 degrees 26 minutes West 285.7 feet; thence North 17 degrees 34 minutes West 416.0 feet; thence North 29 degrees 54 minutes West 347.0 feet; thence North 6 degrees 44 minutes East 434.4 feet; thence North 23 degrees 08 minutes West 150.0 feet; thence South 66 degrees 33 minutes West 195.3 feet; thence South 5 degrees 29 minutes West 218.8 feet; thence South 23 degrees 11 minutes West 274.5 feet; thence South 85 degrees 18 minutes West 158.0 feet; thence North 39 degrees 08 minutes West 193.9 feet; thence North 60 degrees 35 minutes West 130.8 feet; thence leaving the center line of the Mulberry River North 21 degrees 54 minutes 00 seconds West 470.83 feet to an iron pin set on the southerly right of way of the Howington Road; thence 45.00 feet to an iron pin set in the center of said road; thence along the center line of said road North 64 degrees 40 minutes 45 seconds West 396.35 feet; thence South 89 degrees 39 minutes 26 seconds West 77.28 feet; thence North 78 degrees 22 minutes 25 seconds West 127.62 feet; thence North 68 degrees 24 minutes 17 seconds West 236.73 feet to an iron pin set on the easterly right of way of Georgia Highway 211; thence along said right of way North 15 degrees 23 minutes 00 seconds West 700.83 feet to a point; thence North 16 degrees 51 minutes West 236.8 feet; thence North 22 degrees 34 minutes West 298.0 feet; thence North 28 degrees 12 minutes West 298.8 feet; thence North 29 degrees 25 minutes West 491.1 feet; thence North 59 degrees 23 minutes East 1143.3 feet to an iron pin found, which point is the true point of beginning; thence North 9 degrees 8 minutes West 1435.1 feet to an axle found; thence South 65 degrees 7 minutes West 706.7 feet; thence North 69 degrees 40 minutes West 295.6 feet; thence South 57 degrees 30 minutes West 730.9 feet to a point on the Easterly side of Georgia Highway 211; thence along the Easterly side of Georgia Highway 211 North 29 degrees 27 minutes West 378.6 feet; thence continuing along the Easterly side of Georgia Highway 211 North 23 degrees 22 minutes West 218.9 feet; thence continuing along the Easterly side of Georgia Highway 211 North 14

degrees 55 minutes West 196.6 feet; thence continuing along the Easterly side of Georgia Highway 211 North 6 degrees 47 minutes West 229.7 feet to an iron pin; thence North 66 degrees 53 minutes East 1297.2 feet to an iron pipe found; thence North 79 degrees 26 minutes East 622.2 feet to a one-half inch pipe found; thence North 49 degrees 12 minutes West 124.6 feet; thence North 13 degrees 58 minutes West 261.7 feet; thence North 5 degrees 36 minutes East 123.3 feet; thence North 18 degrees 44 minutes East 215.9 feet; thence North 68 degrees 10 minutes East 269.8 feet; thence North 45 degrees 56 minutes East 132.8 feet to a one-half inch pipe found; thence South 34 degrees 32 minutes East 735.3 feet to a one inch pipe found; thence North 72 degrees 47 minutes East 1864.6 feet; thence North 4 degrees 57 minutes East 1702.1 feet to a one inch pipe found; thence South 42 degrees 52 minutes East 696.3 feet; thence South 39 degrees 12 minutes East 1538.0 feet to an iron pin found at fence corner; thence South 47 degrees 16 minutes West 396.0 feet to an iron pin; thence South 8 degrees 51 minutes East 1942.9 feet to a nail found at a 30 inch oak and old fence corner; thence South 88 degrees 38 minutes West 1565.7 feet; thence South 88 degrees 37 minutes 54 seconds West 569.61 feet to an iron pin set on the Easterly side of Howington Road; thence South 59 degrees 29 minutes 29 seconds West 1883.62 feet to an iron pin found at the true point of beginning.

Said tract contains 279.024 acres and is shown as Tract 3-A on a plat for Lenox T. Thornton, revised January 5, 1982, and recorded in Plat Book 85, Pages 128 and 129, Hall County Records. Said plat is incorporated herein by reference and made a part of this description.

000584

1250/293

WARRANTY DEED (SHORT FORM) — FORM NO. 207 L 293

STANDARD WARRANTY DEED

STATE OF GEORGIA,

HALL County

THIS INDENTURE, made this 10th day of August in the year of our Lord One Thousand Nine Hundred and Eighty-Eight between JAY HAK LEE and KOOK-JA LEE of the State of Georgia and County of Hall of the first part and BEEN CHUAN LEE and MAIN DI CHANG of the State of Georgia and County of Hall of the Second part

WITNESSETH: That the said part ies of the first part, for and in consideration of the sum of Ten and other good and valuable consideration -- DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said part ies of the second part, their heirs and assigns ~~XXXXXXXXXXXXXXXX~~ a one-half (1/2) undivided interest in:

See Exhibit "A" attached hereto and made a part hereof.

The purpose of this Deed is to create a tenancy in common with each of the Grantors (Jay Hak Lee and Kook-Ja Lee) and each of the Grantees (Been Chuan Lee and Main Di Chang) owning a twenty-five percent (25%) undivided interest in the above-described property.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of them, the said part ies of the second part, their heirs and assigns, forever, IN FEE SIMPLE

And the said part ies, of the first, for their heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said part ies of the second part, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand s and affixed their seal s, the day and year above written.

Signed, sealed and delivered in the presence of

NOTARY PUBLIC, GEORGIA
Pamela D. King
Notary Public, Georgia, Hall County
My Commission Expires March 1, 1989

Jay Hak Lee (Seal)
JAY HAK LEE (Seal)
Kook Ja Lee (Seal)
KOOK-JA LEE (Seal)
(Seal)

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=56219789&key1=1250&key2=293&county=69&countyname=HALL&userid=254&appid=4

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=562197898&key1=1250&key2=293&county=69&countyname=HALL&userid=254&appid=4

WARRANTY DEED

FROM

JAY HAK LEE and

KOOK-JA LEE

TO

BEEN CHUAN LEE and

MAIN DI CHANG

Georgia, Hall County
Clerk's Office, Superior Court.

Filed for Record at 9:30 o'clock a. M
August 15, 1988
Recorded in Book 1250 Folio 293-296
August 16, 1988
Dwight S. Wood Clerk

Pd. mail:

David Alexander Sellers
Attorney at Law
50 Polk Street
Marietta, Georgia 30064
(404) 424-9343

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 558.00
August 15, 1988
Date
DWIGHT S. WOOD
Clerk of Superior Court
By Deputy Clerk

All that tract or parcel of land lying and being in the Clinchem District, number 392, of Hall County, Georgia, and being a portion of that land conveyed by warranty deed from Jasper B. Thompson to Eva Thompson Thornton on January 24, 1921, and recorded at deed book 37, page 560, Hall County records. Said tract is more particularly described as follows:

To find the point of beginning, commence at a concrete monument which point is the common intersection of the southeast boundary of Hall County, the northwestern boundary of Jackson County, the western boundary line of Barrow County, and the eastern boundary line of Gwinnett County; proceed thence North 46 degrees 36 minutes East 183.3 feet along the common boundary line of Hall and Jackson Counties to a point, thence North 87 degrees 13 minutes West 125.3 feet, thence South 82 degrees 23 minutes West 127.8 feet; thence South 36 degrees 32 minutes West 309.4 feet to a point in the center line of Mulberry River; thence along the center line of the Mulberry River the following courses and distances: South 40 degrees 43 minutes West 100.0 feet; thence South 50 degrees 10 minutes West 207.1 feet; thence North 85 degrees 55 minutes West 509.6 feet; thence South 80 degrees 35 minutes West 344.3 feet; thence North 07 degrees 14 minutes West 204.1 feet; thence South 65 degrees 32 minutes West 187.6 feet; thence South 78 degrees 51 minutes West 235.0 feet; thence North 53 degrees 26 minutes West 285.7 feet; thence North 17 degrees 34 minutes West 416.0 feet; thence North 29 degrees 54 minutes West 347.0 feet; thence North 6 degrees 44 minutes East 434.4 feet; thence North 23 degrees 08 minutes West 150.0 feet; thence South 66 degrees 33 minutes West 195.3 feet; thence South 5 degrees 29 minutes West 218.8 feet; thence South 23 degrees 11 minutes West 274.5 feet; thence South 85 degrees 18 minutes West 158.0 feet; thence North 39 degrees 00 minutes West 193.9 feet; thence North 60 degrees 35 minutes West 130.8 feet; thence leaving the center line of the Mulberry River North 21 degrees 54 minutes 00 seconds West 470.83 feet to an iron pin set on the southerly right of way of the Howington Road; thence 45.00 feet to an iron pin set in the center of said road; thence along the center line of said road North 64 degrees 40 minutes 45 seconds West 396.35 feet; thence South 89 degrees 39 minutes 26 seconds West 77.28 feet; thence North 79 degrees 22 minutes 25 seconds West 127.62 feet; thence North 68 degrees 24 minutes 17 seconds West 266.73 feet to an iron pin set on the easterly right of way of Georgia Highway 211; thence along said right of way North 15 degrees 23 minutes 00 seconds West 700.83 feet to a point; thence North 16 degrees 51 minutes West 236.8 feet; thence North 22 degrees 34 minutes West 290.0 feet; thence North 28 degrees 12 minutes West 298.8 feet; thence North 29 degrees 25 minutes West 491.1 feet; thence North 50 degrees 23 minutes East 1143.3 feet to an iron pin found, which point is the true point of beginning; thence North 9 degrees 8 minutes West 1435.1 feet to an axle found; thence South 65 degrees 7 minutes West 706.7 feet; thence North 69 degrees 48 minutes West 295.6 feet; thence South 57 degrees 30 minutes West 730.9 feet to a point on the Easterly side of Georgia Highway 211; thence along the Easterly side of Georgia Highway 211 North 29 degrees 27 minutes West 378.6 feet; thence continuing along the Easterly side of Georgia Highway 211 North 23 degrees 22 minutes West 218.9 feet; thence continuing along the Easterly side of Georgia Highway 211 North 14

EXHIBIT "A"

degrees 55 minutes West 196.6 feet; thence continuing along the Easterly side of Georgia Highway 211 North 6 degrees 47 minutes West 229.7 feet to an iron pin; thence North 66 degrees 53 minutes East 1297.2 feet to an iron pipe found; thence North 79 degrees 26 minutes East 622.2 feet to a one-half inch pipe found; thence North 49 degrees 12 minutes West 124.6 feet; thence North 13 degrees 58 minutes West 261.7 feet; thence North 5 degrees 36 minutes East 123.3 feet; thence North 18 degrees 44 minutes East 215.9 feet; thence North 60 degrees 10 minutes East 269.8 feet; thence North 45 degrees 56 minutes East 132.8 feet to a one-half inch pipe found; thence South 34 degrees 32 minutes East 735.3 feet to a one inch pipe found; thence North 72 degrees 47 minutes East 1864.6 feet; thence North 4 degrees 57 minutes East 1702.1 feet to a one inch pipe found; thence South 42 degrees 52 minutes East 696.3 feet; thence South 39 degrees 12 minutes East 1538.0 feet to an iron pin found at fence corner; thence South 47 degrees 16 minutes West 396.0 feet to an iron pin; thence South 8 degrees 51 minutes East 1942.9 feet to a nail found at a 30 inch oak and old fence corner; thence South 88 degrees 38 minutes West 1565.7 feet; thence South 88 degrees 37 minutes 54 seconds West 569.61 feet to an iron pin set on the Easterly side of Howington Road; thence South 59 degrees 29 minutes 29 seconds West 1883.62 feet to an iron pin found at the true point of beginning.

Said tract contains 279.024 acres and is shown as Tract 3-A on a plat for Lenox T. Thornton, revised January 5, 1982, and recorded in Plat Book 85, Pages 128 and 129, Hall County Records. Said plat is incorporated herein by reference and made a part of this description.

Form No. 36 WARRANTY DEED (Short Form)

1004/81

STATE OF GEORGIA, County of HALL

This INDENTURE, Made this 15th day of July in the Year of Our Lord One Thousand Nine Hundred and Eighty-Six between LENOX THOMPSON THORNTON of the State of Georgia and County of Fulton of the first part, and JAY HAK LEE and KOOK-JA LEE of the State of Georgia and County of Gwinnett of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten ($10.00) and other good and valuable consideration ----- Dollars, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, all that tract or parcel of land lying and being in

See Exhibit "A" attached hereto

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 500.00
Date July 18, 1986
DWIGHT S. WOOD
Clerk of Superior Court
By Margaret G. Yonce

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 parties of the second part, their heirs and assigns, forever, in Fee Simple.

AND THE SAID party of the first part, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said parties of the second part, their heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered in presence of:

[signature] Lenox Thompson Thornton (Seal)
LENOX THOMPSON THORNTON

Executed on 7-15-86 (Seal)

Rachela D. King (Seal)

Notary Public, Cobb County, Georgia
My Commission Expires March 1, 1989

NOTARY PUBLIC COBB COUNTY

Georgia, Hall County, Clerk Superior Court
Filed in office, this 18 day of July 1986 at 9:30 A.M. Recorded in Book 1004 Page 81 this 21 day of July, 1986
Dwight S. Wood
DWIGHT S. WOOD, Clerk

Pd. Sellers & Krause
Marietta, Ga. 30064

©BOEN 110 UTHOW U.S.A.

All that tract or parcel of land lying and being in the Clinchem District, number 392, of Hall County, Georgia, and being a portion of that land conveyed by warranty deed from Jasper B. Thompson to Eva Thompson Thornton on January 24, 1921, and recorded at deed book 37, page 568, Hall County records. Said tract is more particularly described as follows:

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EXHIBIT "A" K.V.J.

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Said tract contains 279.024 acres and is shown as Tract 3-A on a plat for Lenox T. Thornton, revised January 5, 1982, and recorded in Plat Book 85, Pages 128 and 129, Hall County Records. Said plat is incorporated herein by reference and made a part of this description.

LEGAL DESCRIPTION

OVERALL

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 392, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (1/2” REBAR) WITH A GEORGIA WEST STATE PLANE COORDINATE (NAD 83) OF NORTH=1506536.48, EAST=2401893.86; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF PEACHTREE RACEWAY LLC AND BRASELTON DEVELOPMENT PARTNERS, LLC, SOUTH 87°59'00" WEST, A DISTANCE OF 1565.14 FEET TO AN IRON PIN FOUND (1/2” REBAR); THENCE CONTINUE ALONG THE PROPERTY NOW OR FORMERLY OF BRASELTON DEVELOPMENT PARTNERS, LLC THE FOLLOWING COURSES AND DISTANCES: SOUTH 87°48'25" WEST, A DISTANCE OF 569.56 FEET TO AN IRON PIN FOUND (1/2” REBAR); THENCE SOUTH 58°42'12" WEST, A DISTANCE OF 1883.62 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 09°47'53" WEST, A DISTANCE OF 1435.35 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 64°26'20" WEST, A DISTANCE OF 707.02 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 70°28'04" WEST, A DISTANCE OF 295.27 FEET TO AN IRON PIN FOUND (1” OPEN TOP PIPE); THENCE SOUTH 56°47'56" WEST, A DISTANCE OF 721.30 FEET TO AN IRON PIN FOUND ON THE EAST RIGHT-OF-WAY OF HIGHWAY 211 (80’ R/W); THENCE ALONG THE EAST RIGHT-OF-WAY OF HIGHWAY 211, NORTH 30°01'14" WEST, A DISTANCE OF 346.81 FEET TO A POINT; THENCE 665.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1382.59 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 16°14'21" WEST, 658.71 FEET TO A POINT; THENCE LEAVING THE EAST RIGHT-OF-WAY OF HIGHWAY 211 AND ALONG THE PROPERTY NOW OR FORMERLY OF NORTHWARD EAST SITE THE FOLLOWING COURSES AND DISTANCES: NORTH 65°46'15" EAST, A DISTANCE OF 1290.05 FEET TO A POINT; THENCE NORTH 78°41'11" EAST, A DISTANCE OF 637.22 FEET TO THE CENTERLINE OF A CREEK; THENCE ALONG THE CENTERLINE OF A CREEK THE FOLLOWING COURSES AND DISTANCES: NORTH 47°07'47" WEST, A DISTANCE OF 19.66 FEET TO A POINT; THENCE NORTH 21°13'04" WEST, A DISTANCE OF 119.74 FEET TO A POINT; THENCE NORTH 03°59'14" WEST, A DISTANCE OF 40.51 FEET TO A POINT; THENCE NORTH 67°57'42" WEST, A DISTANCE OF 48.34 FEET TO A POINT; THENCE NORTH 09°16'36" EAST, A DISTANCE OF 120.10 FEET TO A POINT; THENCE NORTH 49°21'10" WEST, A DISTANCE OF 26.81 FEET TO A POINT; THENCE SOUTH 87°11'57" WEST, A DISTANCE OF 31.77 FEET TO A POINT; THENCE NORTH 22°14'41" WEST, A DISTANCE OF 38.75 FEET TO A POINT; THENCE NORTH 00°46'47" EAST, A DISTANCE OF 44.63 FEET TO A POINT; THENCE NORTH 30°17'58" EAST, A DISTANCE OF 97.08 FEET TO A POINT; THENCE NORTH 33°11'34" WEST, A DISTANCE OF 54.39 FEET TO A POINT; THENCE NORTH 68°24'01" EAST, A DISTANCE OF 50.01 FEET TO A POINT; THENCE NORTH 17°57'00" EAST, A DISTANCE OF 18.57 FEET TO A POINT; THENCE NORTH 26°28'10" EAST, A DISTANCE OF 22.30 FEET TO A POINT; THENCE NORTH 34°43'20" WEST, A DISTANCE OF 17.91 FEET TO A POINT; THENCE NORTH 53°40'00" EAST, A DISTANCE OF 35.51 FEET TO A POINT; THENCE NORTH 63°28'26" EAST, A DISTANCE OF 21.68 FEET TO A POINT; THENCE NORTH 13°52'40" EAST, A DISTANCE OF 37.04 FEET TO A POINT; THENCE NORTH 41°30'21" EAST, A DISTANCE OF 30.28 FEET TO A POINT; THENCE NORTH 71°05'04" EAST, A DISTANCE OF 27.85 FEET TO A POINT; THENCE NORTH 87°26'38" EAST, A

DISTANCE OF 17.88 FEET TO A POINT; THENCE SOUTH 73°15'50" EAST, A DISTANCE OF 37.52 FEET TO A POINT; THENCE NORTH 07°54'29" EAST, A DISTANCE OF 43.43 FEET TO A POINT; THENCE NORTH 88°39'03" EAST, A DISTANCE OF 34.53 FEET TO A POINT; THENCE NORTH 29°54'57" EAST, A DISTANCE OF 76.09 FEET TO A POINT; THENCE NORTH 14°35'15" EAST, A DISTANCE OF 43.01 FEET TO A POINT; THENCE NORTH 68°14'49" EAST, A DISTANCE OF 40.03 FEET TO A POINT; THENCE SOUTH 77°46'56" EAST, A DISTANCE OF 21.22 FEET TO A POINT; THENCE NORTH 56°20'30" EAST, A DISTANCE OF 21.38 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF A CREEK AND ALONG THE PROPERTY NOW OR FORMERLY OF KATHRYN TURK COOPER, SOUTH 35°14'08" EAST, A DISTANCE OF 739.34 FEET TO AN IRON PIN FOUND (3/4” OPEN TOP PIPE); THENCE NORTH 72°06'01" EAST, A DISTANCE OF 1864.19 FEET TO AN IRON PIN FOUND (3/4” OPEN TOP PIPE); THENCE ALONG THE PROPERTY NOW OR FORMERLY OF KATHRYN TURK COOPER AND TRACY LEE HOWINGTON, NORTH 04°08'29" EAST, A DISTANCE OF 1697.74 FEET TO AN IRON PIN FOUND (3/4” OPEN TOP PIPE); THENCE ALONG THE PROPERTY NOW OR FORMERLY OF PEACHTREE RACEWAY LLC THE FOLLOWING COURSES AND DISTANCES: SOUTH 43°55'02" EAST, A DISTANCE OF 695.99 FEET TO AN IRON PIN FOUND (1” OPEN TOP PIPE); THENCE SOUTH 39°51'36" EAST, A DISTANCE OF 1536.29 FEET TO AN IRON PIN FOUND (1-1/2” OPEN TOP PIPE); THENCE SOUTH 46°33'42" WEST, A DISTANCE OF 395.96 FEET TO AN IRON PIN FOUND (1/2” REBAR); THENCE SOUTH 09°27'42" EAST, A DISTANCE OF 1941.36 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 278.412 ACRES.

LEGAL DESCRIPTION

TRACT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 392, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (1/2" REBAR) WITH A GEORGIA WEST STATE PLANE COORDINATE (NAD 83) OF NORTH=1506536.48, EAST=2401893.86; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF PEACHTREE RACEWAY LLC AND BRASELTON DEVELOPMENT PARTNERS, LLC, SOUTH 87°59'00" WEST, A DISTANCE OF 1565.14 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE CONTINUE ALONG THE PROPERTY NOW OR FORMERLY OF BRASELTON DEVELOPMENT PARTNERS, LLC THE FOLLOWING COURSES AND DISTANCES: SOUTH 87°48'25" WEST, A DISTANCE OF 569.56 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 58°42'12" WEST, A DISTANCE OF 958.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE ALONG THE PROPERTY NOW OR FORMERLY OF BRASELTON DEVELOPMENT PARTNERS, LLC THE FOLLOWING COURSES AND DISTANCES: SOUTH 58°42'12" WEST, A DISTANCE OF 924.78 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 09°47'53" WEST, A DISTANCE OF 1435.35 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 64°26'20" WEST, A DISTANCE OF 707.02 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 70°28'04" WEST, A DISTANCE OF 295.27 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE); THENCE SOUTH 56°47'56" WEST, A DISTANCE OF 721.30 FEET TO AN IRON PIN FOUND ON THE EAST RIGHT-OF-WAY OF HIGHWAY 211 (80' R/W); THENCE ALONG THE EAST RIGHT-OF-WAY OF HIGHWAY 211, NORTH 30°01'14" WEST, A DISTANCE OF 346.81 FEET TO A POINT; THENCE 665.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1382.59 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 16°14'21" WEST, 658.71 FEET TO A POINT; THENCE LEAVING THE EAST RIGHT-OF-WAY OF HIGHWAY 211 AND ALONG THE PROPERTY NOW OR FORMERLY OF NORTHWARD EAST SITE THE FOLLOWING COURSES AND DISTANCES: NORTH 65°46'15" EAST, A DISTANCE OF 1290.05 FEET TO A POINT; THENCE NORTH 78°41'11" EAST, A DISTANCE OF 637.22 FEET TO THE CENTERLINE OF A CREEK; THENCE ALONG THE CENTERLINE OF A CREEK THE FOLLOWING COURSES AND DISTANCES: NORTH 47°07'47" WEST, A DISTANCE OF 19.66 FEET TO A POINT; THENCE NORTH 21°13'04" WEST, A DISTANCE OF 119.74 FEET TO A POINT; THENCE NORTH 03°59'14" WEST, A DISTANCE OF 40.51 FEET TO A POINT; THENCE NORTH 67°57'42" WEST, A DISTANCE OF 48.34 FEET TO A POINT; THENCE NORTH 09°16'36" EAST, A DISTANCE OF 120.10 FEET TO A POINT; THENCE NORTH 49°21'10" WEST, A DISTANCE OF 26.81 FEET TO A POINT; THENCE SOUTH 87°11'57" WEST, A DISTANCE OF 31.77 FEET TO A POINT; THENCE NORTH 22°14'41" WEST, A DISTANCE OF 38.75 FEET TO A POINT; THENCE NORTH 00°46'47" EAST, A DISTANCE OF 44.63 FEET TO A POINT; THENCE NORTH 30°17'58" EAST, A DISTANCE OF 97.08 FEET TO A POINT; THENCE NORTH 33°11'34" WEST, A DISTANCE OF 54.39 FEET TO A POINT; THENCE NORTH 68°24'01" EAST, A DISTANCE OF 50.01 FEET TO A POINT; THENCE NORTH 17°57'00" EAST, A DISTANCE OF 18.57 FEET TO A POINT; THENCE NORTH 26°28'10" EAST, A DISTANCE OF 22.30 FEET TO A POINT; THENCE NORTH 34°43'20" WEST, A DISTANCE OF 17.91 FEET TO A POINT; THENCE NORTH 53°40'00" EAST, A DISTANCE OF 35.51 FEET TO A POINT; THENCE NORTH 63°28'26" EAST, A DISTANCE OF 21.68 FEET TO A POINT; THENCE NORTH 13°52'40" EAST, A DISTANCE OF 37.04 FEET TO A POINT; THENCE NORTH

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SAID TRACT CONTAINS 84.304 ACRES.

Georgia Mountains Regional Commission

DRI Review Findings

TO: Kristie Turner, Principal Planner
Hall County Planning and Development
Other Interested Parties

FROM: Adam Hazell, AICP, Planning Director

DATE: June 2, 2025

SUBJECT: DRI Project Review, Hall County

PROJECT: **DRI-4460,** 5401 Old Winder - Residential

The Georgia Mountains Regional Commission (GMRC) has completed the review of the project identified above. Based on comments received and staff analysis of this project, conducted in accordance with the Georgia Department of Community Affair's Procedures for the Review of Developments of Regional Impact, the GMRC finds that the proposed action does not present any potential adverse inter-jurisdictional impacts. Please note that this finding is advisory only and assumes the project will proceed as presented to the GMRC and will comply with all applicable local, State and federal rules and regulations.

Copies of the staff review, any comments from interested stakeholders and any recommendations have been included with this memo. They should be considered and addressed by the local government in its final determination and review/permitting procedures for the finding to remain as stated.

P.O. Box 1720 • Gainesville, Georgia 30503 • Phone 770-538-2626 • FAX 770-538-2625

Georgia Mountains Regional Commission

DRI **# 4460,** 5401 Old Winder - Residential

STATEMENT OF FINDING

Based on the information provided, comments received, a review of the local comprehensive plan and prevailing DRI review criteria, the GMRC staff analysis finds that this project does not present any potential adverse interjurisdictional impacts. The finding assumes the project will proceed as presented to the GMRC and only if the project complies with all applicable local, State and federal rules and regulations and if the following advisory comments and recommendations are considered and addressed.

Summary of Staff Review

- This is a proposal calls for approximately 320 multi-family units divided among six different buildings, 380 single-family attached townhomes, and various amenity areas.

- The project site is located along SR 211/ Old Winder Highway near Braselton, with an industrial component behind an adjoining residential portion. This is in southern Hall County, near the burgeoning corridor of Interstate 85, and located near the Atlanta Motor Speedway complex. The area has experienced a notable degree of suburbanization during the past decade plus, with several other DRI-sized projects within a 10-mile radius having already been developed. Water service would be provided by the City of Gainesville, while sewer service would be provided by Hall County. Both systems are considered to have sufficient capacity for the proposed project. ***No regional concerns regarding utilities.***

- The site is located on SR 211/ Old Winder Highway approximately 3.2 miles north of the interchange with I-85. The site plan proposes one full-access driveway to SR 211, which would be right across from Pleasant Hill Lane, thus creating a 4-way intersection. Initial plans propose the intersection be rendered a single-lane traffic circle. The residential development would be spread into 4 different pods (two each for the apartments and townhomes), each having its own access to the main internal road to be constructed for the development. Traffic projections for the residential component would produce peak-hour vehicles trips per day at 537 in the morning and 610 in the evening.

  Given that commercial traffic for the adjoining industrial component would need to pass by the proposed additional residential development to reach the State route, the County/ GHMPO should ensure that the residential development has strong internal pedestrian options and that the main road is designed for traffic calming to keep speeds minimal. The County may also wish to consult GDOT on the best long-term options for the intersection at SR 211, both to minimize congestion and ensure safety. ***No regional concerns regarding transportation infrastructure.***

- The project proposes about 35% of impervious surface coverage for the residential portion. There is a tributary to Mulberry Creek which bisects the larger development, including the presence of some floodplains and possible wetlands. Including the residential portion of the development, the draft site plan shows an internal road network with three stream crossings. Mulberry Creek is the source of Braselton's public water supply and is among waters which Georgia's Environmental Protection Division has listed as "Not Supporting" its defined use due to contamination issues, therefore the development should be mindful to not add further degradation to local water quality.

  According to the application, the developer will work *"with the (US Army) corps of engineers and the local jurisdiction prior to any construction."* The application adds further that *"Stormwater management ponds to be provided to treat impervious surface areas. 50' stream buffers in effect."*

  Given the proximity to the stream and the extent of large impervious surfaces on site, plus the sensitivity of Mulberry Creek downstream, the County should be sure environmental reviews ensure best practices for managing stormwater runoff and especially any septic or sewer infrastructure that could leak into the waterways. ***Assuming compliance with State and local regulations, no regional concerns regarding environmental protection. However, best environmental practices are encouraged regarding stormwater management.***

Georgia Mountains Regional Commission

CONSISTENCY REVIEW	
Is the proposed DRI compliant with …	**Comment**
The GMRC Regional Plan?	Yes.
Other State or regional plans for the area?	Best environmental practices recommended to protect a downstream water supply resource.
Applicable Service Delivery Agreements and/or land use management measures?	Yes
Projected capacity for utilities and services?	Yes
Are there any potential inter-jurisdictional conflicts identified by the GMRC?	No significant or standing conflict was raised or identified by staff.

Outside Comments Received
(Copies of any comments received can be found as submitted attached to this report.)

Northeast Georgia Regional Commission

P.O. Box 1720 • Gainesville, Georgia 30503 • Phone 770-538-2626 • FAX 770-538-2625

DEVELOPMENTS OF REGIONAL IMPACT

Comments Form

Project Name: **5401 Old Winder - Residential** Project I.D.: **DRI-4460**

Name of Commenting Organization: Northeast Georgia Regional Commission

Address: 305 Research Dr.

Athens, GA 30605

Contact Person: Carol Flaute, Senior Community Planner Telephone No.: 706-369-5650

Do you believe your jurisdiction will be affected by the proposed development? x Yes ____ No

Please describe the effects (positive and/or negative) the proposed project could have on your jurisdiction:

The stream that flows through the project site is a tributary of the Mulberry River, upstream of a municipal water intake for the Town of Braselton. Additionally, the reach of the Mulberry River into which the tributary flows is listed by the Georgia EPD as "not supporting" due to fecal coliform bacteria and impacts on the macroinvertebrate community (EPD 2024 Integrated 305(b)/303(d) List).

Please ensure that the project is designed to minimize disruption to the existing streams, including minimizing erosion and controlling stormwater runoff to avoid degradation of downstream water quality. Low impact design measures like bioswales, rain gardens, and/or other green infrastructure are encouraged.

Form Completed By: Carol Flaute Title: Senior Community Planner

Signature: Carol J.M. Flaute Date: 5/23/25

Mail Comments to: Adam Hazell
Planning Director
P. O. Box 1720
Gainesville, GA 30503

O: 770.538.2617
F: 770.538.2625
E-mail: ahazell@gmrc.ga.gov

Comments Due By: **May 23, 2025**

Developments of Regional Impact

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DEVELOPMENT OF REGIONAL IMPACT
Initial DRI Information

This form is to be completed by the city or county government to provide basic project information that will allow the RDC to determine if the project appears to meet or exceed applicable DRI thresholds. Refer to both the Rules for the DRI Process and the ~~DRI Tiers and Thresholds~~ for more information.

Local Government Information

Submitting Local Government:	Hall County, Georgia
Individual completing form:	Steven P. Gilliam, Attorney
Telephone:	770-536-3381
E-mail:	sgilliam@sgwmfirm.com

*Note: The local government representative completing this form is responsible for the accuracy of the information contained herein. If a project is to be located in more than one jurisdiction and, in total, the project meets or exceeds a DRI threshold, the local government in which the largest portion of the project is to be located is responsible for initiating the DRI review process.

Proposed Project Information

Name of Proposed Project:	5401 Old Winder Highway, Braselton GA 30517 - Residential
Location (Street Address, GPS Coordinates, or Legal Land Lot Description):	5401 Old Winder Highway, Braselton GA 30517
Brief Description of Project:	The intent is to develop apartments (Maximum amount of units: 350) and a mixture of Stacked Flats and Townhomes (Maximum amount of units: 350) Amendment: Change 350 to 380 on apartments and 350 to 320 on townhomes/stacked, totaling 700 units.

Amendment: Change multi-family to 380 and townhomes/stacked to 320

Development Type:

(●) (not selected)	( ) Hotels	( ) Wastewater Treatment Facilities
( ) Office	( ) Mixed Use	( ) Petroleum Storage Facilities
( ) Commercial	( ) Airports	( ) Water Supply Intakes/Reservoirs
( ) Wholesale & Distribution	( ) Attractions & Recreational Facilities	( ) Intermodal Terminals
( ) Hospitals and Health Care Facilities	( ) Post-Secondary Schools	( ) Truck Stops
(X) Housing	( ) Waste Handling Facilities	( ) Any other development types
( ) Industrial	( ) Quarries, Asphalt & Cement Plants	

If other development type, describe:

N/A

Project Size (# of units, floor area, etc.):	Approximatley 350 multi-family and 350 townhomes and stacked flats
Developer:	K2P Land Partners, LLC
Mailing Address:	390 Brogdon Road
Address 2:	
	City: Suwanee State: GA Zip: 30024
Telephone:	404-863-8195
Email:	mphelps@bfhcompany.com
Is property owner different from developer/applicant?	(not selected) X Yes No
If yes, property owner:	Kook-Ja Lee, Been Chuan Lee, and Main Di Chang
Is the proposed project entirely located within your local government's jurisdiction?	(not selected) X Yes No
If no, in what additional jurisdictions is the project located?	N/A
Is the current proposal a continuation or expansion of a previous DRI?	(not selected) Yes No
If yes, provide the following information:	Project Name: Project ID:
The initial action being requested of the local government for this project:	X Rezoning Variance Connect Sewer Connect Water Permit Other
Is this project a phase or part of a larger overall project?	(not selected) Yes X No
If yes, what percent of the overall project does this project/phase represent?	N/A
Estimated Project Completion Dates:	This project/phase: Fall 2028 Overall project: Fall 2028

Amendment: Change multi-family to 380 and townhomes/stacked to 320.

INFORMATION BY OWNER/DEV

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DEVELOPMENT OF REGIONAL IMPACT
Additional DRI Information

This form is to be completed by the city or county government to provide information needed by the RDC for its review of the proposed DRI. Refer to both the Rules for the DRI Process and the DRI Tiers and Thresholds for more information.

Local Government Information

Submitting Local Government:	Hall County, Georgia
Individual completing form:	Steven P. Gilliam, Attorney
Telephone:	770-536-3381
Email:	sgilliam@sgwmfirm.com

Project Information

Name of Proposed Project:	5401 Old Winder Highway, Braselton GA 30517 - Industrial
DRI ID Number:	
Developer/Applicant:	K2P Land Partners, LLC
Telephone:	404-863-8195
Email(s):	mphelps@bfhcompany.com

Additional Information Requested

Has the RDC identified any additional information required in order to proceed with the official regional review process? (If no, proceed to Economic Impacts.)	(not selected) ○ Yes X No	RDC TO PROVIDE INFO ?
If yes, has that additional information been provided to your RDC and, if applicable, GRTA?	(not selected) ○ Yes X No	RDC TO PROVIDE INFO ?

If no, the official review process can not start until this additional information is provided.

Economic Development

Estimated Value at Build-Out:	$210,000,000.00 - $250,000,000.00 (Approximately)	INFORMATION BY OWNER/DEV
Estimated annual local tax revenues (i.e., property tax, sales tax) likely to be generated by the proposed development:	$2,100,000.00 - $2,500,000.00 (Approximately)	
Is the regional work force sufficient to fill the demand created by the proposed project?	(not selected) X Yes ○ No	INFORMATION BY OWNER/DEV
Will this development displace any existing uses?	(not selected) ○ Yes X No	

If yes, please describe (including number of units, square feet, etc):

Water Supply

Name of water supply provider for this site:	City of Gainesville
What is the estimated water supply demand to be generated by the project, measured in Millions of Gallons Per Day (MGD)?	0.140 MGD + irrigation
Is sufficient water supply capacity available to serve the proposed project?	(not selected) X Yes ○ No
If no, describe any plans to expand the existing water supply capacity:	
Is a water line extension required to serve this project?	(not selected) ○ Yes X No
If yes, how much additional line (in miles) will be required?	

Wastewater Disposal

Name of wastewater treatment provider for this site:	Hall County Sanitary Sewer Services
What is the estimated sewage flow to be generated by the project, measured in Millions of Gallons Per Day (MGD)?	0.140 MGD
Is sufficient wastewater treatment capacity available to serve this proposed project?	(not selected) X Yes ○ No — confirm with Hall Co.
If no, describe any plans to expand existing wastewater treatment capacity:	
Is a sewer line extension required to serve this project?	(not selected) ○ Yes X No — Sewer is on the property. Small extension within the development (less than 1 mile)
If yes, how much additional line (in miles) will be required?	

Land Transportation

How much traffic volume is expected to be generated by the proposed development, in peak hour vehicle trips per day? (If only an alternative measure of volume is available, please provide.)	The development will generate 537 vehicle trips (263 entering & 273 exiting) during the AM peak hour, and a total of 610 new vehicle trips (290 entering & 320 exiting) during the PM peak hour. — INFORMATION BY TRAFFIC STUDY
Has a traffic study been performed to determine whether or not transportation or access improvements will be needed to serve this project?	(not selected) X Yes ○ No — INFORMATION BY TRAFFIC STUDY
Are transportation improvements needed to serve this project?	(not selected) ○ Yes X No
If yes, please describe below:	

Solid Waste Disposal

How much solid waste is the project expected to generate annually (in tons)?

Is sufficient landfill capacity available to serve this proposed project? (not selected) X Yes ○ No — UNSURE ?

If no, describe any plans to expand existing landfill capacity:

Will any hazardous waste be generated by the development? (not selected) ○ Yes X No — NOT ANTICIPATED

If yes, please explain:

Stormwater Management

What percentage of the site is projected to be impervious surface once the proposed development has been constructed? APPROX. 35%
28 IMP. AC. / 78.67 TOTAL AC.

Describe any measures proposed (such as buffers, detention or retention ponds, pervious parking areas) to mitigate the project's impacts on stormwater management:

STORMWATER MANAGEMENT PONDS TO BE PROVIDED TO TREAT IMPERVIOUS SURFACE AREAS.
50' STREAM BUFFERS IN EFFECT.

Environmental Quality

Is the development located within, or likely to affect any of the following:

1. Water supply watersheds?	(not selected) ○ Yes ○ No	N
2. Significant groundwater recharge areas?	(not selected) ○ Yes ○ No	N
3. Wetlands?	(not selected) ○ Yes ○ No	Y — SMALL POCKETS ONSITE (MOSTLY IN FLOODPLAIN)
4. Protected mountains?	(not selected) ○ Yes ○ No	N
5. Protected river corridors?	(not selected) ○ Yes ○ No	N
6. Floodplains?	(not selected) ○ Yes ○ No	Y
7. Historic resources?	(not selected) ○ Yes ○ No	N
8. Other environmentally sensitive resources?	(not selected) ○ Yes ○ No	N

If you answered yes to any question above, describe how the identified resource(s) may be affected:

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TRAFFIC IMPACT STUDY FOR

SR 211 Mixed-Use Site
Hall County, Georgia

DATE:
June 3, 2025

LOCATION:
Hall County, Georgia

PREPARED FOR:
CHI/Acquisitions, L.P.

PREPARED BY:
NV5 Engineers and Consultants, Inc.
10745 Westside Way, Suite 300
Alpharetta, GA 30009
678.795.3600



NV5

nv5.com

Executive Summary

A new mixed-use development is proposed for construction along the east side of SR 211 opposite Ridgemoor Drive. When completed, the development will consist of 1,719,640 square feet of warehousing, 350 townhomes, and 350 apartments. With limited frontage to SR 211, only one (1) access point is proposed onto the highway. The full-buildout of the site is expected by 2030.

Currently, SR 211 is a two-lane undivided roadway. The intersection of SR 211 with SR 347 experiences high delay during the PM peak period with signal timings favoring traffic along SR 211 despite there being several hundred vehicles approaching from SR 347 during that period. This delay is expected to be mitigated with two widening projects that are planned to be completed by the end of 2030. The widening projects will add multiple turn lanes to each approach at the intersection and additional northbound and southbound through lanes to improve traffic flow along SR 211.

The concept for PI 0007233 (widening of SR 211 from SR 347 to SR 53) shows a network of R-Cuts for the SR 211 corridor between SR 53 and Union Church Road. While the proposed site access would operate satisfactorily as an R-Cut, the addition of 936 heavy trucks per day to the highway from the development present a safety concern for slow-moving, U-turning trucks movement bound for I-85 along SR 211. Instead, a multilane roundabout would operate better at the proposed driveway allowing the large vehicles to safely exit the site while maintaining traffic flow along the highway. Since the widening project is still several years away, the multi-lane roundabout could be initially constructed as a single-lane roundabout until the GDOT project is completed.

Other than improvements at the proposed access to SR 211, no changes to the surrounding intersections are necessary to mitigate the impact of the proposed development.

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A. Introduction

A new mixed-use is proposed for construction along the east side of SR 211 opposite Ridgemoor Drive in Hall County, Georgia. The proposed development will consist of 1,719,640 square feet of warehousing, 350 townhomes, and 350 apartments. The site is proposed to have a single access-point onto SR 211.

The traffic analyses in this report are for a single phase of construction – full build-out even though the development cycle will likely be divided between industrial and residential. The purpose of this report is to identify the traffic expected to be generated by new vehicular trips when the development is fully completed. This study includes analysis of the Existing, No-Build, and Build conditions at the following intersections for the year 2030:

1. SR 211 & SR 53
2. SR 211 & SR 347 / Bayberry Drive
3. SR 211 & Site Driveway

The report summarizes the analysis of existing, background and projected traffic at the study locations, analysis of traffic impacts including Levels of Service (LOS) and conclusions and recommendations from the analysis.

Figure 1 depicts the study area (vicinity map) in Hall County, Georgia. The study intersections listed above are depicted in Figure 2. A copy of the development concept plan is included in Appendix A.

Figure 1: Vicinity Map

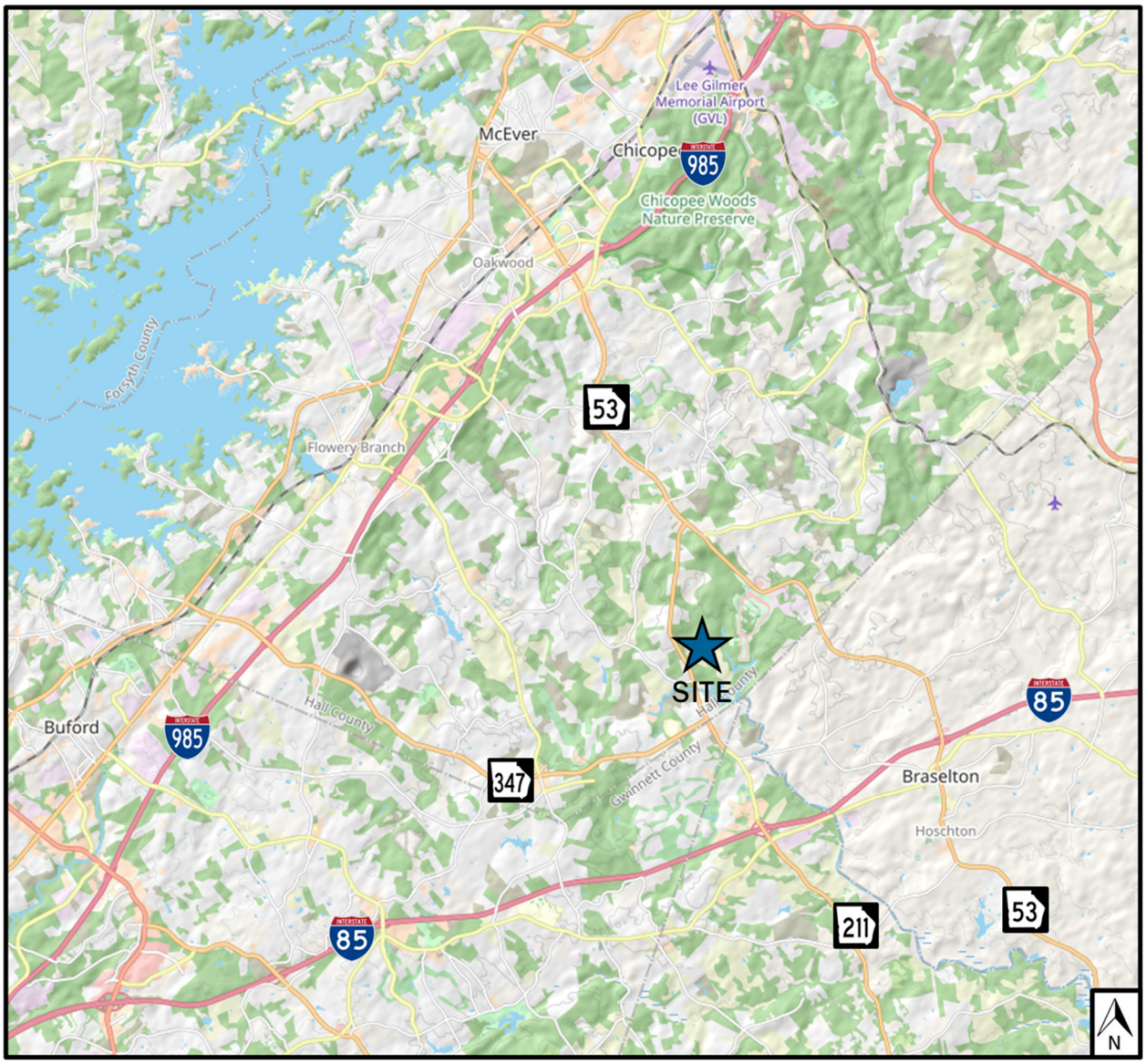
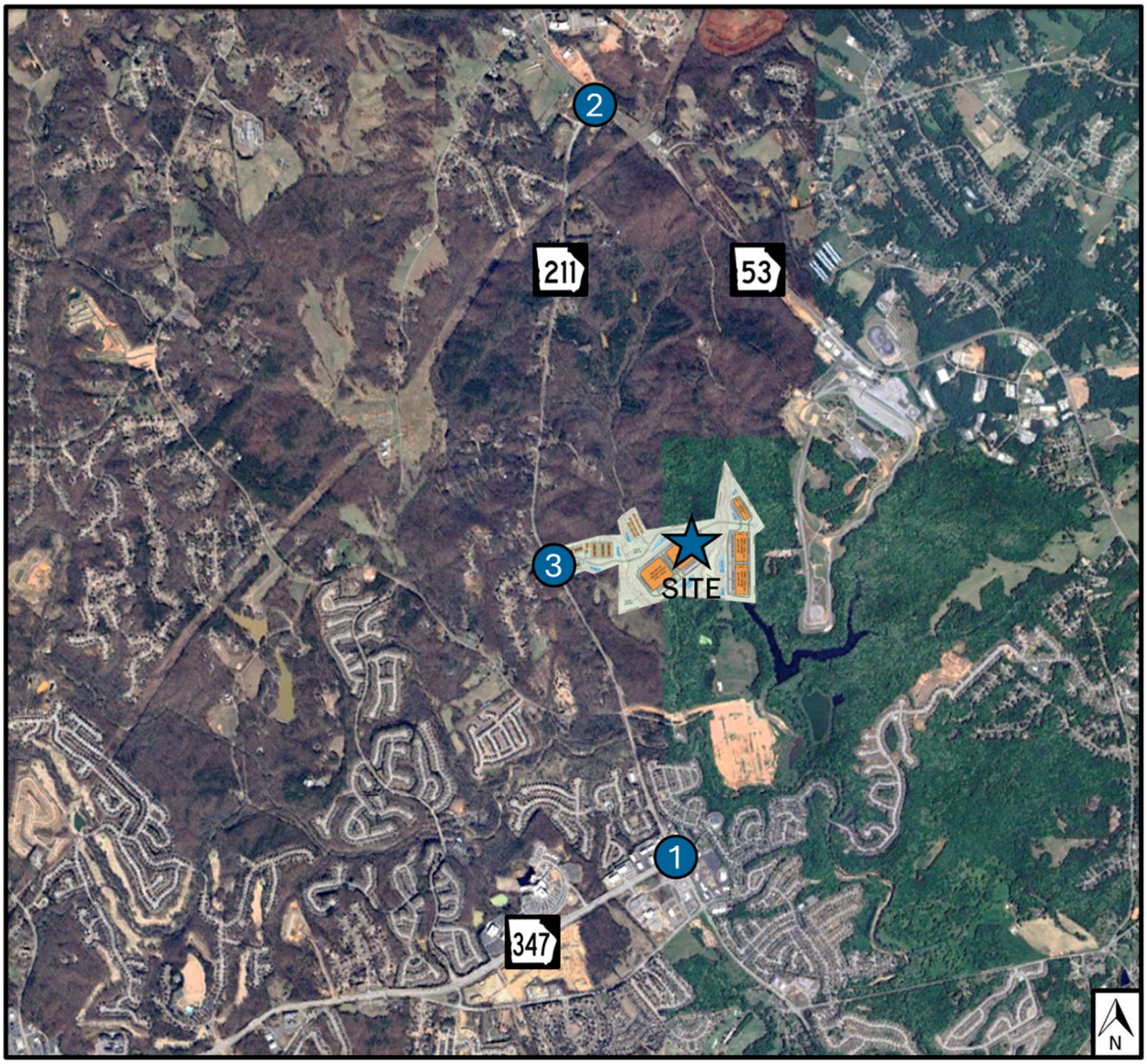


Figure 2: Site Location Aerial



1. SR 211 & SR 53
2. SR 211 & SR 347 / Bayberry Drive
3. SR 211 & Site Driveway / Ridgemoor Drive

B. Existing Conditions

B.1. Transportation Facilities

SR 211 is currently a two-lane, undivided, minor arterial highway that has a north/south orientation for the purposes of this study. SR 211 runs south from its intersection with SR 53 towards Barrow County and I-85. The posted speed limit along SR 211 is 45 miles per hour (MPH) and land uses along the highway are primarily residential in the study area with commercial around its intersection with SR 347 / Bayberry Drive.

SR 53 is a four-lane, divided highway classified as a principal arterial highway west of its intersection with SR 211 and a minor arterial highway east of the intersection as the highway narrows to a two-lane, undivided roadway. SR 53 has an east/west orientation, for the purposes of this study, and runs west towards Oakwood and I-985 and runs east towards Braselton and I-85. The posted speed limit along SR 53 in the study area is 45 MPH. Most of the land is undeveloped along the highway with some small commercial uses in the area as well as a Hall County fire station.

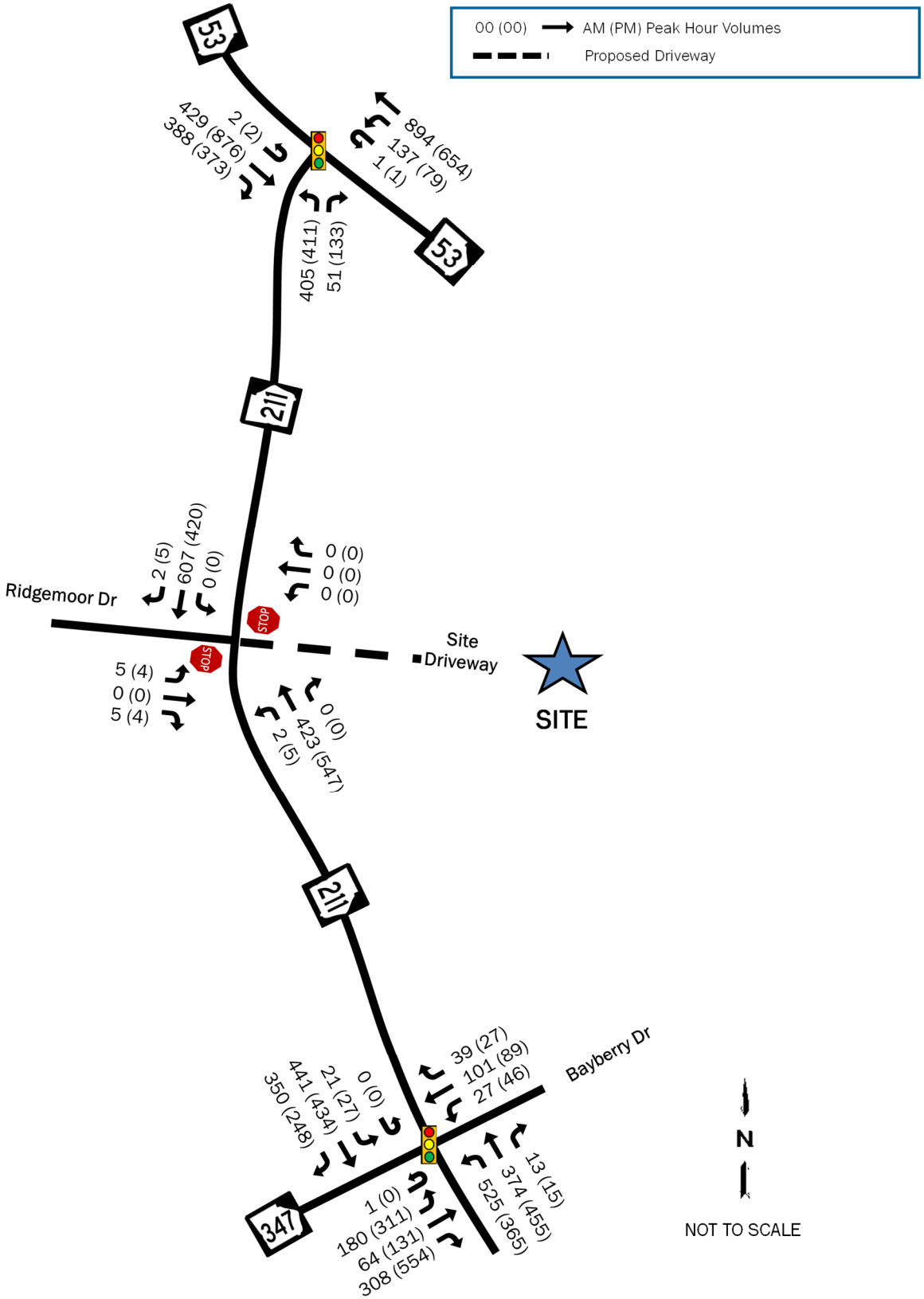
SR 347 (Friendship Road) is a six-lane, divided, minor arterial highway with an east-west orientation for the purposes of this study. SR 347 runs west from its intersection with SR 211 towards Buford and I-985. SR 53 shares an intersection at SR 211 with Bayberry Drive. The posted speed limit along SR 53 is 45 MPH and land uses along the highway are primarily commercial at the study intersection with residential west of the study area.

Bayberry Drive is a four-lane, divided, local roadway that runs east of its intersection with SR 211 into the Mulberry Park residential subdivision. Bayberry Drive also includes three access points for commercial developments located along SR 211. The posted speed limit along Bayberry Drive is 25 MPH.

B.2. Traffic Counts

Weekday AM and PM peak period turning movement counts were collected at the study intersections on Tuesday, March 25, 2025. Average daily traffic counts were also collected on SR 211 in front of the proposed site. The average daily weekday traffic along SR 211 is approximately 12,500 vehicles per day near the project site. Counts were collected while schools were in session and are included in Appendix B. The counts collected in 2025 are shown in Figure 3 (2025 Existing Traffic Volumes).

Figure 3: 2025 Existing Traffic Volumes



C. Future Conditions

C.1. Background Growth

The growth rate used in the study area is based upon an analysis of historical traffic counts in study area according to Georgia DOT's Traffic Data Application. The project is expected to be completed in 2030. To account for ambient growth and other developments in the area, the existing traffic counts for this study were grown by a conservative rate of 2.4% per year for five (5) years. The expected volumes are shown in Figure 4, 2030 No-Build Volumes. The growth rate development worksheet is included in Appendix B.

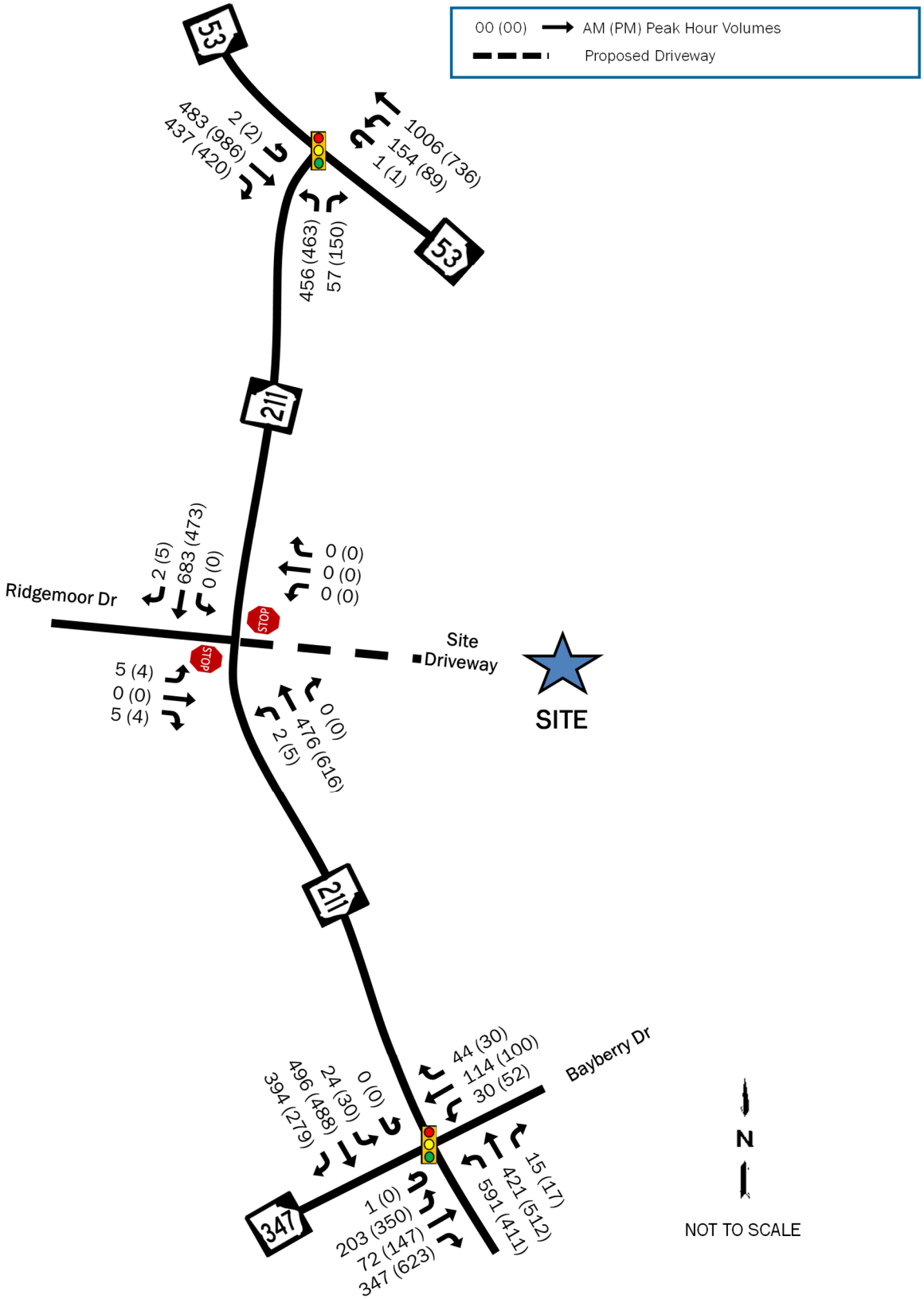
C.2. Planned Roadway Projects

GDOT has two projects planned for SR 211 that are expected to impact the study area and be completed by the end of 2030. The first, PI 0016089, will widen SR 211 from Liberty Church Road to SR 347 / Bayberry Drive from two-lanes to a four-lane, divided highway. This project will add significant capacity improvements to the intersection of SR 211 with SR 347 including an additional eastbound left-turn lane, eastbound right-turn lane, northbound through-lane, northbound right-turn lane, and a westbound right-turn lane. Letting for this project is scheduled for 2025.

The second project, PI 0007233, will continue the widening north to SR 53 creating a series of R-cuts along the highway and a multilane roundabout at the intersection of SR 211 with Union Church Road. This project will add a second southbound through-lane to the intersection of SR 211 with SR 347, but not significantly impact the intersection of SR 211 with SR 53, other than extending the storage bay for northbound right-turns. Construction for this project is expected to be completed by the end of 2030.

The changes from these widening plans are expected to include signal timing improvements, so for the purposes of this study, signal timings for the future (No-build) analysis were optimized and the same timings were used for the future + project traffic (Build) analysis.

Figure 4: 2030 No-Build Traffic Volumes



C.3. Project Trip Generation

Project trip generation was calculated using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition, 2021. According to ITE, trips for light industrial developments include both personal vehicles and trucks. Table 1 below shows the breakdown of the trips expected to be generated by the new mixed-use development.

Table 1: Trip Generation

Land Use Code	Variable	Trip Type	Daily	AM Peak Hour			PM Peak Hour		
				IN	OUT	TOTAL	IN	OUT	TOTAL
110 - Light Ind.	1,719,640 SF	Personal Vehicle	1,820	159	37	196	38	143	181
		Truck	936	18	16	34	27	25	52
215 – Townhomes	350 Units	Personal Vehicle	2,616	55	121	176	117	89	206
220 – Apts	350 Units	Personal Vehicle	2,318	31	100	131	108	63	171
Total			**7,690**	**263**	**273**	**537**	**290**	**320**	**610**

The development will generate a total of 537 new vehicle trips (263 entering and 273 exciting) during the AM peak hour, and a total of 610 new vehicle trips (290 entering and 320 exiting) during the PM peak hour.

C.4. Trip Distribution and Assignment

The assignment and directional distribution of new project trips was based on the traffic patterns evidenced in the overall study area. Traffic counts at the nearest intersection to the north and south of the site suggest that approximately

- 30% of vehicles will travel to/from the northwest along SR 53
- 10% will travel to/from the northeast along SR 53
- 25% will travel to/from the southwest along SR 347
- 35% will travel to/from the south along SR 211.

The detailed personal vehicles trip distribution is shown in Figure 5. The personal vehicles trips generated from the development utilizing the trip distribution is depicted in Figure 6. Truck counts at the intersections suggest a different distribution pattern for heavy vehicles. The counts suggest that:

- 30% of trucks will travel to/from the northwest along SR 53,
- 25% will travel to/from the northeast along SR 53,
- 20% will travel to/from the southwest along SR 347, and
- 25% will travel to/from the south along SR 211.

The truck distribution is shown in Figure 7, and the resulting truck trips are shown in Figure 8. Figure 9 shows the total project trip generation. The No-Build plus project trips (Build Volumes) are depicted in Figure 10.

Figure 5: Personal Vehicle Trip Distribution

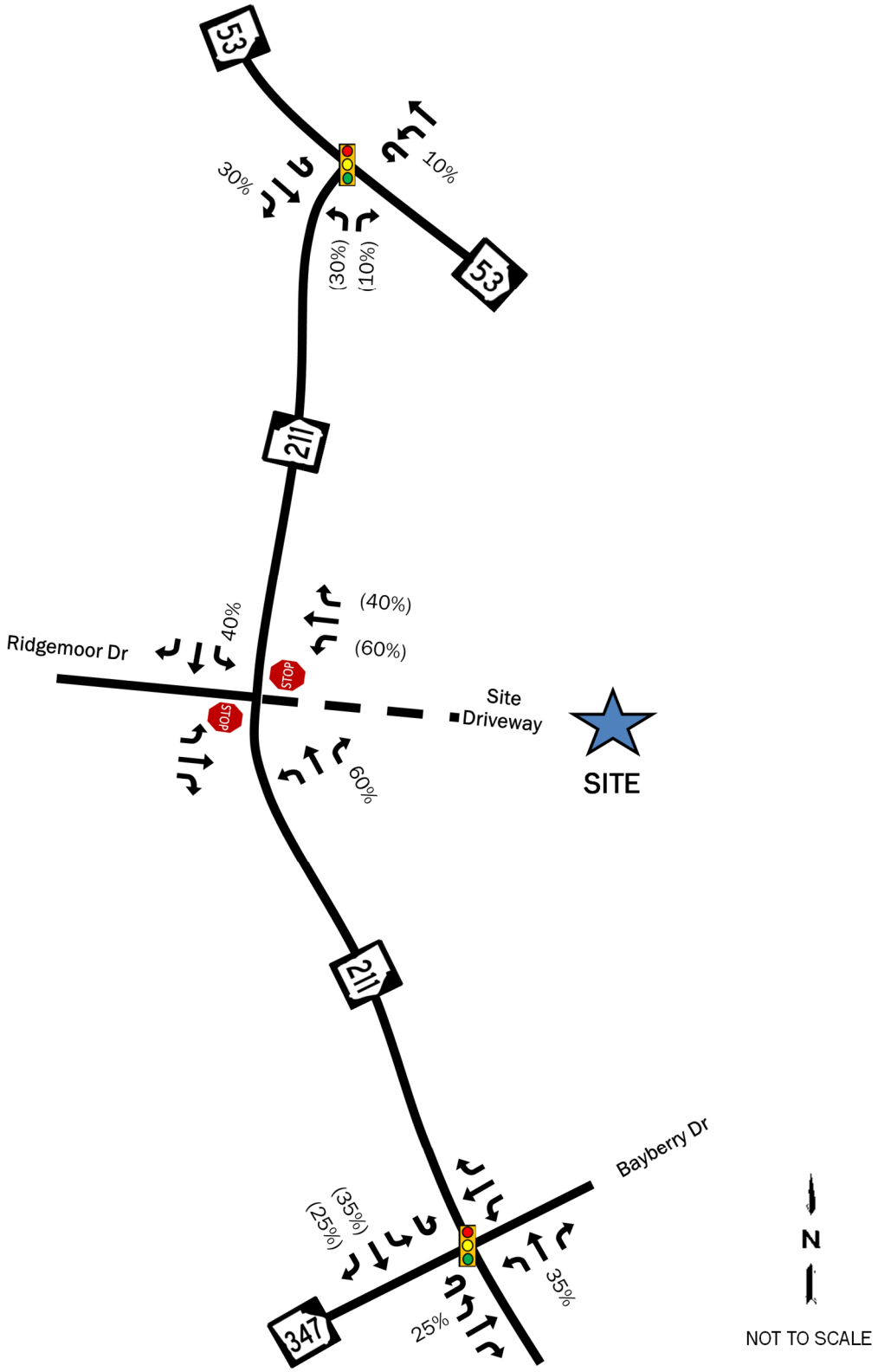


Figure 6: Personal Vehicle Development Trips

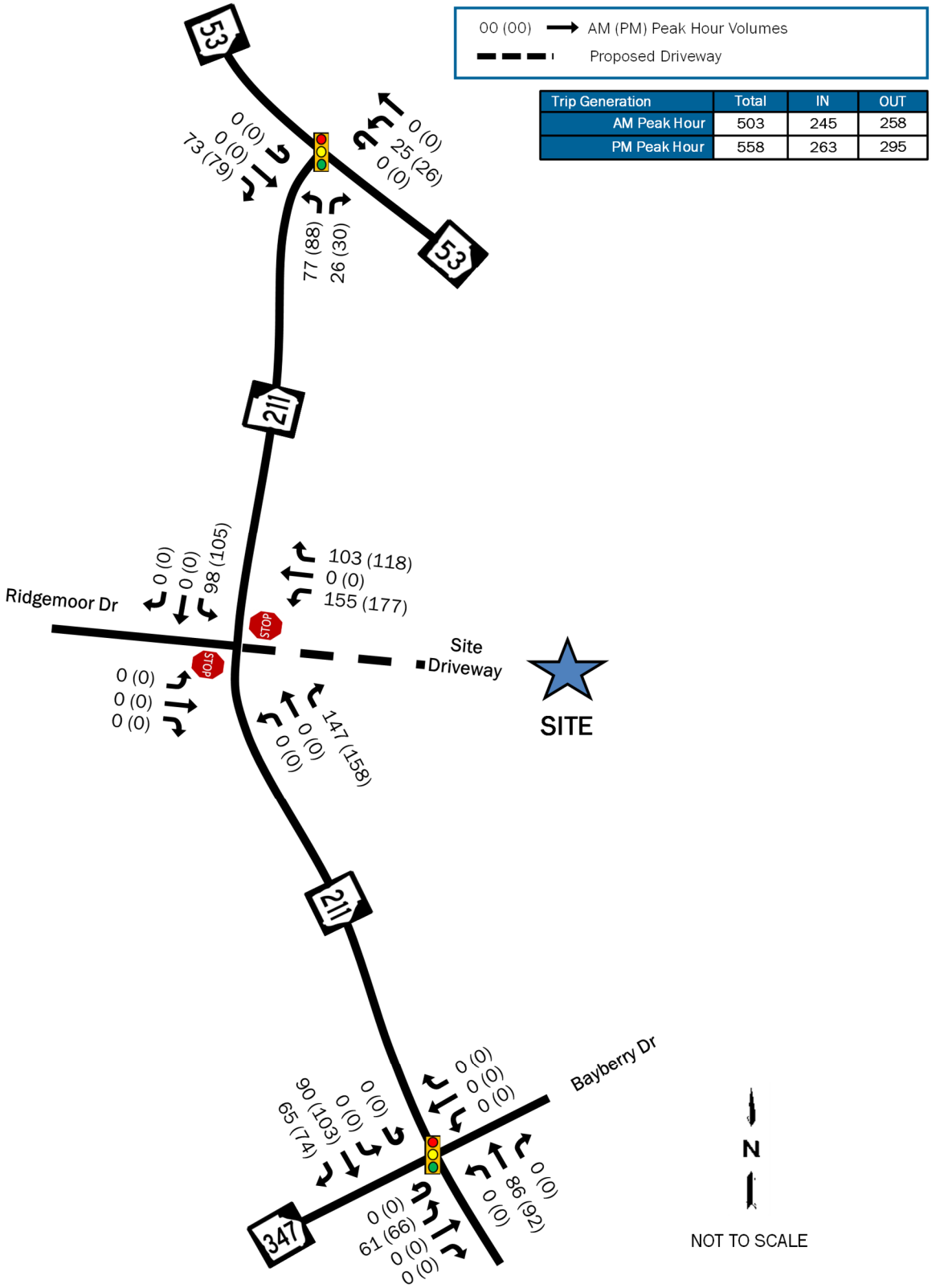


Figure 7: Truck Trip Distribution

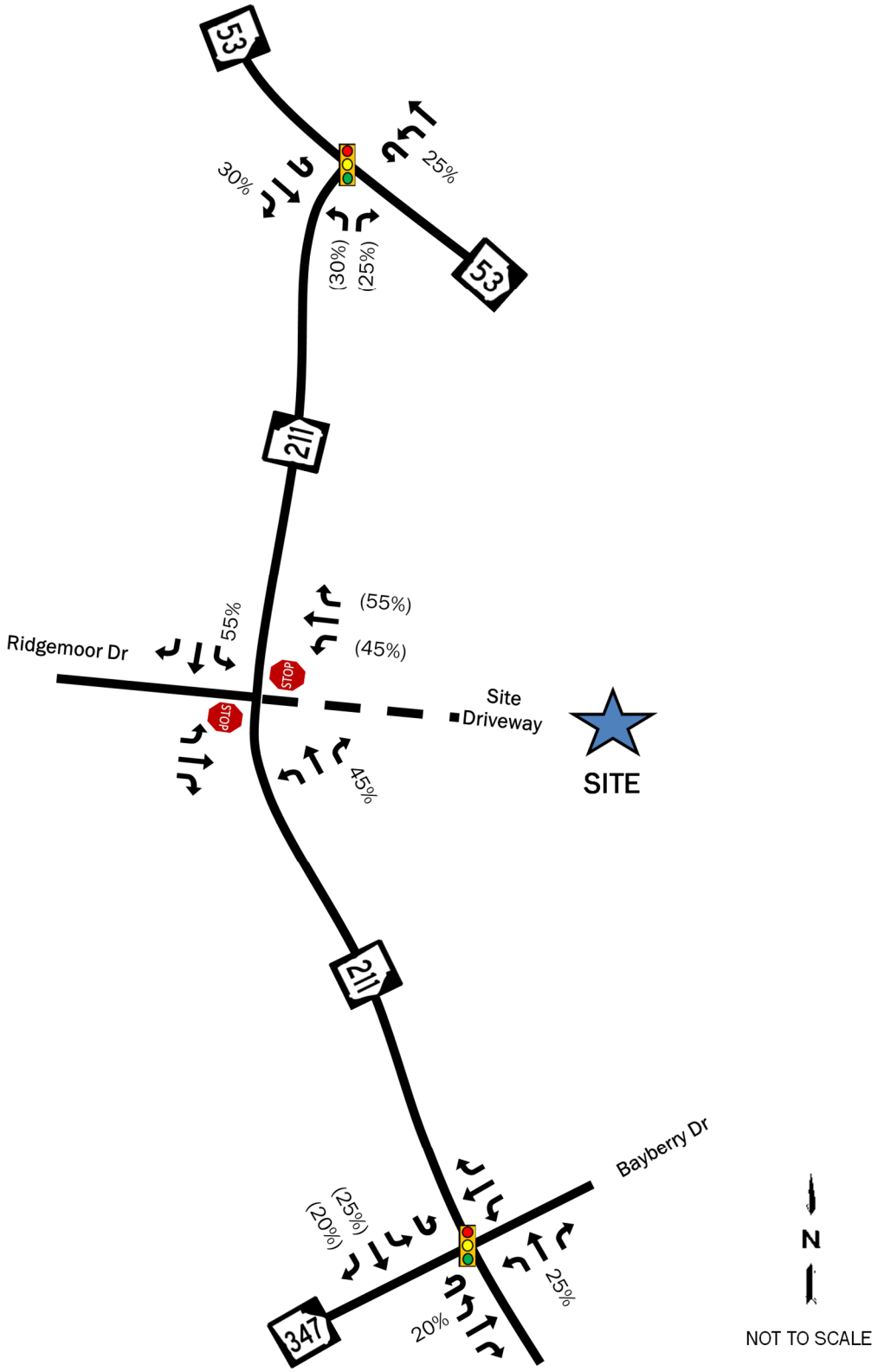


Figure 8: Truck Development Trips

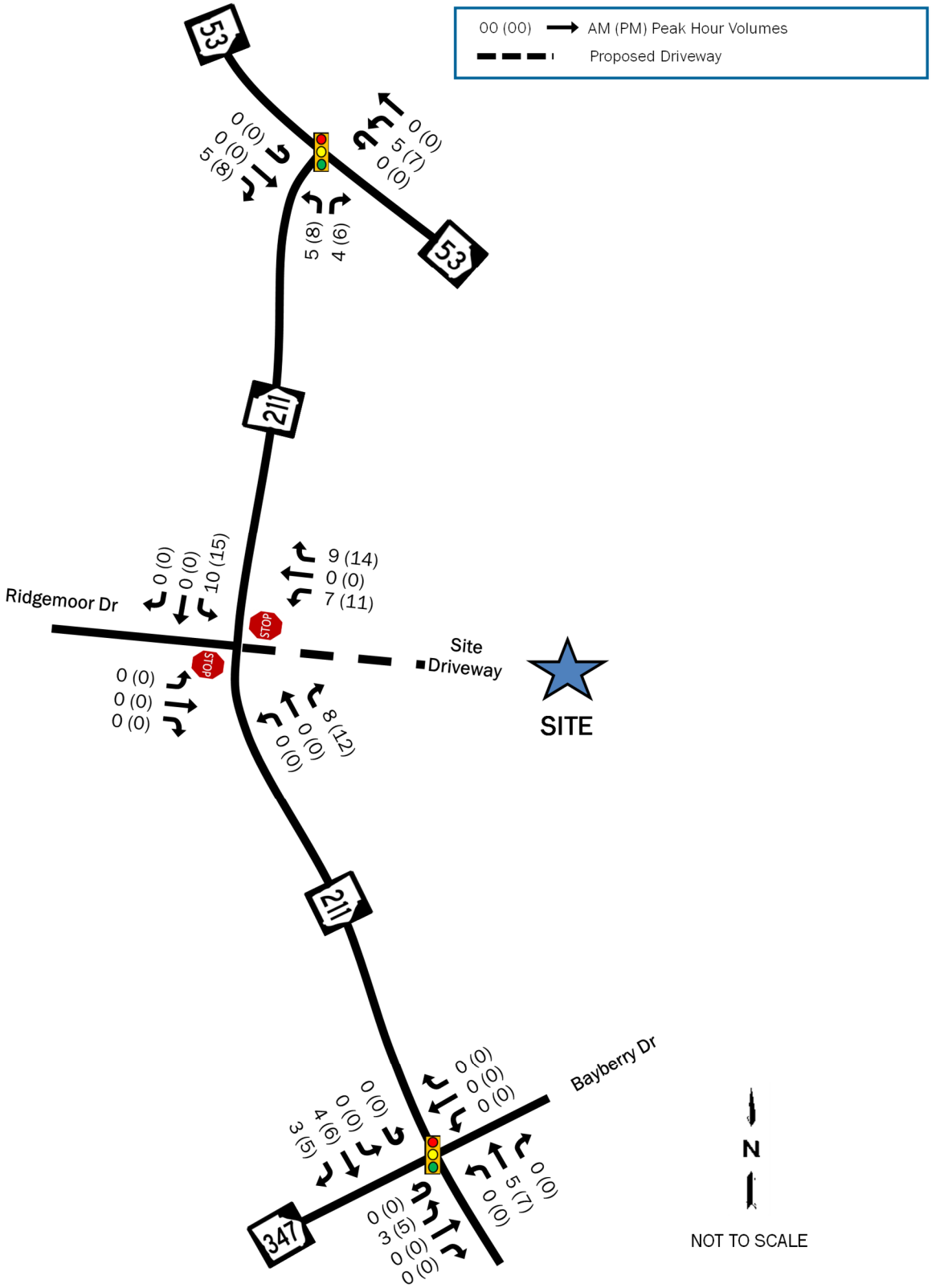


Figure 9: Total Development Trips

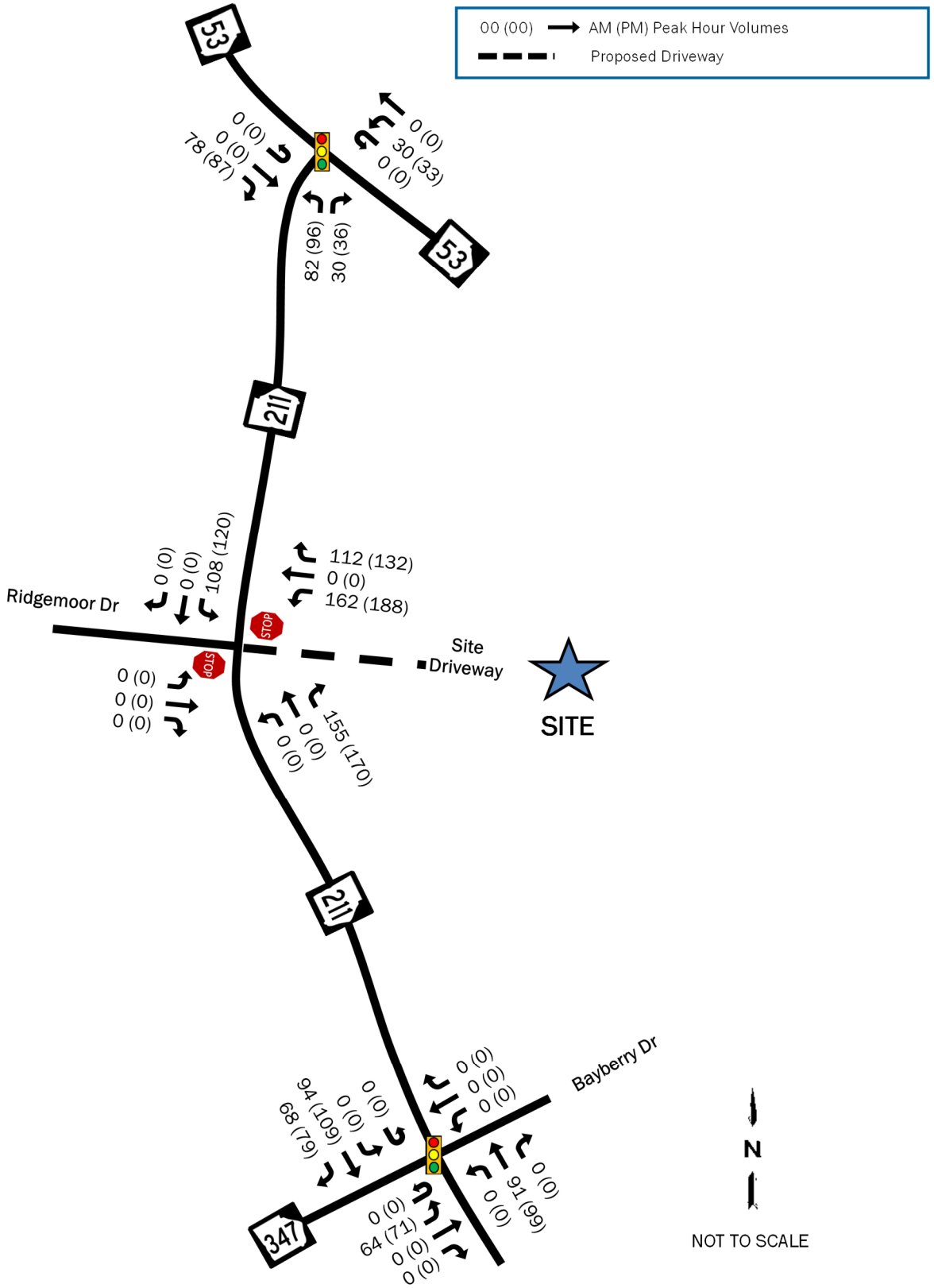
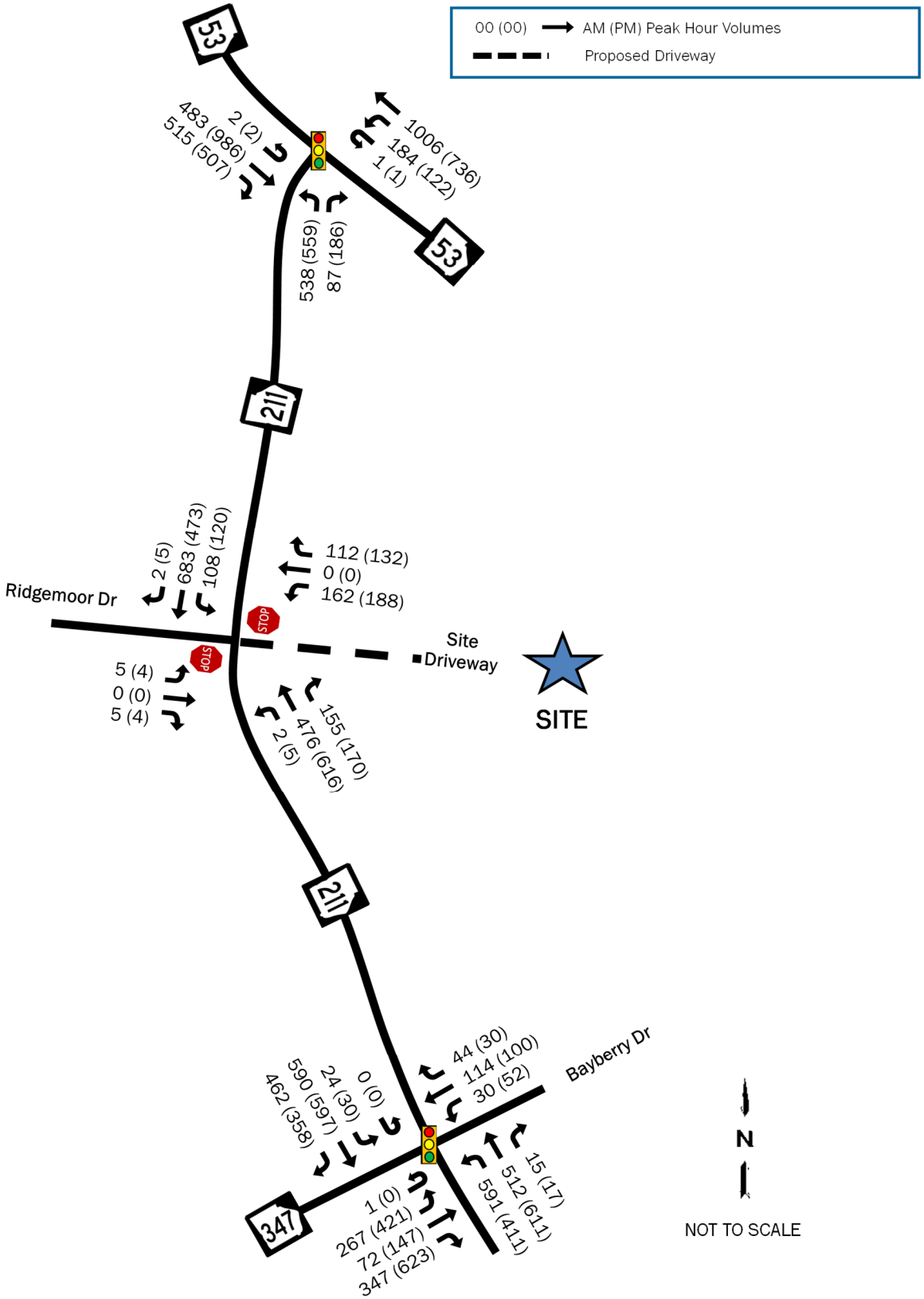


Figure 10: 2030 Build Traffic Volumes



D. Traffic Impact Analyses

The analysis in each of the scenarios for the study was performed using the traffic analysis software Synchro® 12. Average vehicular delays are calculated and reported as Levels of Service (LOS) as defined by the Highway Capacity Manual (HCM 7th Edition). HCM uses a grading system A through F, where A is the best (little to no delay), and F is the worst (very heavy delay). HCM Levels of Service (LOS) standards and Synchro® output reports are included in Appendix C. Singal timing for the intersections SR 211 with SR 53 and with SR 347 / Bayberry Drive were taken from GDOT's Automated Traffic Signal Performance Measures application. Printouts of the timings are included with the Synchro® output reports in Appendix C. Since HCM does not analyze U-turns at signalized intersections, all U-turns were included as left-turns. The eastbound approach at the intersection of SR 211 with SR 53 had few U-turns that could not be accounted for as the intersection is a T-intersection, but there is an exclusive storage lane for these U-turns and the delay to make the U-turn is negligible to the rest of the intersection.

D.1. 2025 Existing Conditions Analysis

The results of the 2025 Existing conditions capacity analysis are shown in Table 2 and include analysis of the traffic volumes presented in Figure 3.

Table 2: 2025 Existing Conditions Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	SR 211 & SR 347 / Bayberry Dr	Signal	**Overall**	**D**	**52.6**	**F**	**113.5**
			EB	E	71.0	F	192.5
			WB	F	90.6	F	135.7
			NB	D	42.5	D	45.6
			SB	D	37.4	D	38.6
2	SR 211 & SR 53	Signal	**Overall**	**A**	**8.9**	**A**	**9.3**
			EB	A	6.6	A	6.9
			WB	A	7.3	A	6.9
			NB	B	16.9	B	19.1
3	SR 211 & Ridgemoor Dr	Stop	EB	**C**	20.3	C	18.4
			NBL	A	8.9	A	8.3

As shown in Table 2, the intersection of SR 211 with SR 347 / Bayberry Drive currently experiences heavy delay along the two side-streets, especially during the PM peak period. Much of the delay is due to a high cycle length during the PM peak period of 160 seconds and very little time allocated to the side streets, despite having a high volume of traffic coming from SR 347.

D.2. 2030 No-Build Conditions Capacity Analysis

The results of the 2030 No-Build conditions capacity analysis are shown in Table 3 for the operation of the study intersections with the traffic volumes presented in Figure 4. The analysis for 2030 assumes the improvements to SR 211 will be in place.

Table 3: 2030 No-Build Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	SR 211 & SR 347 / Bayberry Dr	Signal	**Overall**	**D**	**39.8**	**D**	**37.0**
			EB	D	38.3	D	35.6
			WB	E	69.2	E	59.1
			NB	D	44.4	D	37.7
			SB	C	29.5	C	31.9
2	SR 211 & SR 53	Signal	**Overall**	**A**	**9.9**	**B**	**10.7**
			EB	A	7.0	A	7.3
			WB	A	7.8	A	7.5
			NB	C	20.3	C	24.1
3	SR 211 & Ridgemoor Dr	Stop	EB	**C**	23.8	C	21.3
			NBL	A	9.2	A	8.5

As shown in Table 3, the major improvements to SR 211 and the intersection of SR 211 with SR 347 / Bayberry Drive is expected to greatly improve traffic operations at the intersection. The Bayberry Drive approach may still experience slightly high delay due to timings needing to favor the other approaches, but queues for this approach are expected to stay low.

D.3. 2030 Build Conditions Capacity Analysis

The results of the 2030 Build conditions intersection capacity analysis are shown in Table 4 for No-Build plus project volumes as presented in Figure 10. As with the no-build analysis, the SR 211 widening is expected to be completed.

Table 4: 2030 Build Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	SR 211 & SR 347 / Bayberry Dr	Signal	**Overall**	**D**	**40.5**	**D**	**37.4**
			EB	D	38.8	D	35.9
			WB	E	69.6	E	59.1
			NB	D	42.6	D	36.7
			SB	D	34.2	C	34.9
2	SR 211 & SR 53	Signal	**Overall**	**B**	**12.1**	**B**	**13.4**
			EB	A	8.4	A	8.7
			WB	A	8.9	B	10.2
			NB	C	24.7	C	27.8
3	SR 211 & Site Driveway	Round-about	**Overall**	**A**	**7.1**	**A**	**8.0**
			EB	A	6.7	A	5.6
			WB	A	9.0	B	12.9
			NB	A	6.2	A	7.3
			SB	A	7.3	A	6.3

As shown in Table 4, the addition of traffic from the proposed mixed-use development is not expected to have a major impact on traffic operations at the nearby intersections. Delay is expected to increase slightly from the no-build volumes, but overall operations are expected to stay the same.

After conducting an Intersection Control Evaluation (See Section E.2) and weighing the industrial character of the site, the best intersection configuration for the proposed access is a multilane roundabout.

E. Site Driveway Evaluation

E.1. GDOT Turn-Lane Evaluations

The need for right and left-turn lanes at the proposed site driveway was analyzed using methodologies from GDOT. GDOT bases the warrants for turn lanes on the speed of the roadway, the average daily traffic along the roadway, and the number of lanes of the roadway. SR 211 is expected to be a four-lane divided roadway by the time the proposed site is completed. The speed limit of SR 211 is 45 MPH, and the average daily traffic is over 10,000 vehicles per day. Table 5 shows the results of the turn lane warrants for the two proposed driveways.

Table 5: GDOT Turn Lane Warrants

ID	Intersection	Movement / Turn Lane	Turn Volume	GDOT Criteria	GDOT Criteria met?
3	SR 211 & Ridgemoor Dr/ Site Driveway	SBL	1,608 LT/Day	250 LT/Day	YES
		NBR	2,237 RT/Day	75 RT/Day	YES
		NBL	58 LT/Day	250 LT/Day	No

As shown in Table 6, both a northbound right-turn deceleration lane and a southbound left-turn lane is warranted at the proposed site driveway. **It is noted that the turn lanes will only be applicable if a multilane roundabout is not constructed at the intersection.**

E.2. Driveway Intersection Control Evaluation (ICE) and Other Considerations

The site driveway was analyzed for different intersection types to decide what would be best for the intersection configuration. With the amount of traffic expected from the development, a signal is likely warranted at the proposed access point. A traffic signal ranked first in the ICE analysis; however, the signal is likely only warranted after the site reaches full-build out, so it would not be a likely option as the site is developed over time.

The second ranked option was an R-Cut which is consistent with the current concept for the SR 211 widening plans. While a R-Cut, could work at the site driveway, the site is expected to generate many large trucks throughout the day which would have to make a U-turn to head towards I-85, which could be dangerous and impeded traffic on SR 211.

A multilane roundabout ranked third in the evaluation but performed the best in terms of capacity, while allowing the safest access onto SR 211 for the larger vehicles; thus, a multilane roundabout is recommended at the site driveway. Additionally, it is recommended that the site driveway align with Ridgemoor Drive on the west side of SR 211 to prevent conflicting turns. Ridgemoor Drive is a small, dead-end road that provides access to about 37 single-family homes, so very little traffic is expected from that approach. The ICE worksheets are included in Appendix E.

F. Conclusions

A new mixed-use development is proposed for construction along the east side of SR 211 opposite Ridgemoor Drive. When completed, the development will consist of 1,719,640 square feet of warehousing, 350 townhomes, and 350 apartments. With limited frontage to SR 211, only one (1) access point is proposed onto the highway. The full-buildout of the site is expected by 2030.

Currently, SR 211 is a two-lane undivided roadway. The intersection of SR 211 with SR 347 experiences high delay during the PM peak period with signal timings favoring traffic along SR 211 despite there being several hundred vehicles approaching from SR 347 during that period. This delay is expected to be mitigated with two widening projects that are planned to be completed by the end of 2030. The widening projects will add multiple turn lanes to each approach at the intersection and additional northbound and southbound through lanes to improve traffic flow along SR 211.

The widening of SR 211 and updated signal timings will yield satisfactorily operations during both peak hours even with additional traffic growth in the area. The addition of traffic from the proposed mixed-use site is expected to increase delay only marginally at the two study intersections, allowing them to continue operating similarly to no-build conditions.

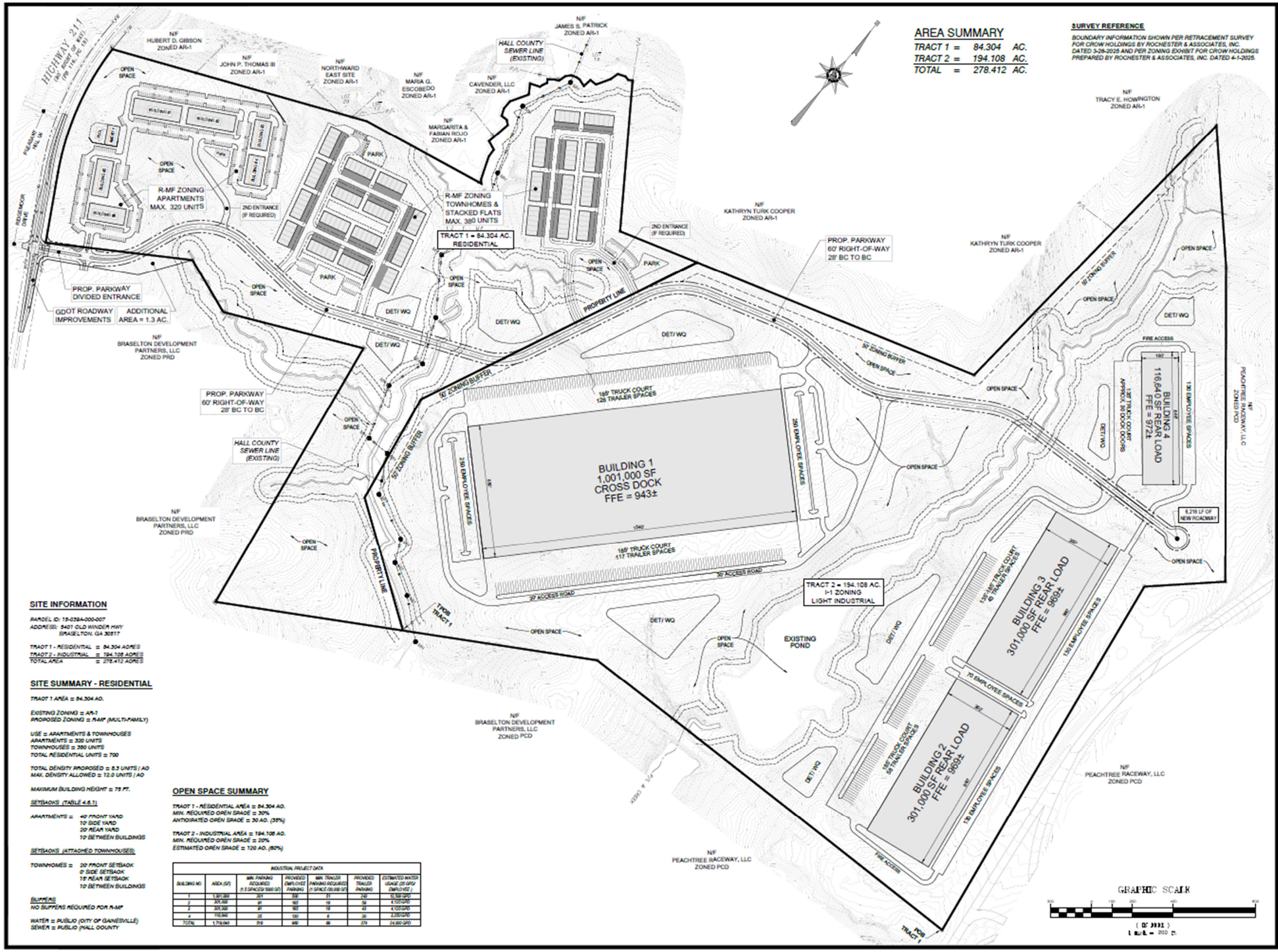
The concept for PI 0007233 (widening of SR 211 from SR 347 to SR 53) shows a network of R-Cuts for the SR 211 corridor between SR 53 and Union Church Road. While the proposed site access would operate satisfactorily as an R-Cut, the addition of 936 heavy trucks per day to the highway from the development present a safety concern for slow-moving, U-turning trucks movement bound for I-85 along SR 211. Instead, a multilane roundabout would operate better at the proposed driveway allowing the large vehicles to safely exit the site while maintaining traffic flow along the highway. Since the widening project is still several years away, the multi-lane roundabout could be initially constructed as a single-lane roundabout until the GDOT project is completed.

Other than improvements at the proposed access to SR 211, no changes to the surrounding intersections are necessary to mitigate the impact of the proposed development.

APPENDIX A:

DEVELOPMENT

CONCEPT PLAN



SITE INFORMATION

PARCEL ID: 15-039A-000-007
ADDRESS: 5401 OLD WINDER HWY
BRASELTON, GA 30517

TRACT 1 - RESIDENTIAL = 84.304 ACRES
TRACT 2 - INDUSTRIAL = 194.108 ACRES
TOTAL AREA = 278.412 ACRES

SITE SUMMARY - RESIDENTIAL

TRACT 1 AREA = 84.304 AC.

EXISTING ZONING = AR-1
PROPOSED ZONING = R-MF (MULTI-FAMILY)

USE = APARTMENTS & TOWNHOUSES
APARTMENTS = 320 UNITS
TOWNHOUSES = 380 UNITS
TOTAL RESIDENTIAL UNITS = 700

TOTAL DENSITY PROPOSED = 8.3 UNITS / AC
MAX. DENSITY ALLOWED = 12.0 UNITS / AC

MAXIMUM BUILDING HEIGHT = 75 FT.

SETBACKS (TABLE 4.6.1)

APARTMENTS = 40' FRONT YARD
10' SIDE YARD
20' REAR YARD
10' BETWEEN BUILDINGS

SETBACKS (ATTACHED TOWNHOUSES)

TOWNHOMES = 20' FRONT SETBACK
0' SIDE SETBACK
15' REAR SETBACK
10' BETWEEN BUILDINGS

BUFFERS
NO BUFFERS REQUIRED FOR R-MF

WATER = PUBLIC (CITY OF GAINESVILLE)
SEWER = PUBLIC (HALL COUNTY

OPEN SPACE SUMMARY

TRACT 1 - RESIDENTIAL AREA = 84.304 AC.
MIN. REQUIRED OPEN SPACE = 30%
ANTICIPATED OPEN SPACE = 30 AC. (35%)

TRACT 2 - INDUSTRIAL AREA = 194.108 AC.
MIN. REQUIRED OPEN SPACE = 20%
ESTIMATED OPEN SPACE = 120 AC. (60%)

INDUSTRIAL PROJECT DATA

BUILDING NO	AREA (SF)	MIN. PARKING REQUIRED (1.5 SPACES/ 1000 SF)	PROVIDED EMPLOYEE PARKING	MIN. TRAILER PARKING REQUIRED (1 SPACE /10,000 SF)	PROVIDED TRAILER PARKING	ESTIMATED WATER USAGE (25 GPD/ EMPLOYEE)
1	1,001,000	501	536	51	140	10,700 GPD
2	301,000	91	165	15	58	4,125 GPD
3	301,000	91	165	15	43	4,125 GPD
4	116,640	35	135	6	30	3,375 GPD
TOTAL	1,719,640	518	969	89	374	24,950 GPD

REED
PLANNING & DESIGN
100 Old Dawson Village Rd
Suite 110
Dawsonville, GA 30534
Phone: 706-531-8428

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REED PLANNING & DESIGN, INC.
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STAMP

GSWCC LEVEL 2
CERTIFIED DESIGN
PROFESSIONAL
CERTIFICATION NO. 1639
EXPIRES 10/27/2026

K2P, LLC
MIXED USE DEVELOPMENT
5401 OLD WINDER HWY.

PARCEL	15-039A-000007
LAND LOT	-
DISTRICT	GMD-392
CITY	-
COUNTY	HALL
STATE	GEORGIA

REZONING
PLAN

JOB NUMBER	DATE
25101	3-20-2025

DATE	NO	REVISION
4-30-2025	1	UPDATED LAYOUTS
5-30-2025	2	REVISE ENTRANCE

C-1.0

APPENDIX B:

TRAFFIC COUNTS

& GROWTH RATE

DEVELOPMENT WORSHEET

Prepared by National Data & Surveying Services

SR 211 & Friendship Rd/Bayberry Dr/SR 347

Peak Hour Turning Movement Count

ID: 25-180066-001
City: Braselton

Day: Tuesday
Date: 3/25/2025

PEAK HOURS	COUNT PERIODS
07:30 AM - 08:30 AM	7:00 AM - 09:00 AM
NONE	NONE
04:00 PM - 05:00 PM	4:00 PM - 06:00 PM

CONTROL: Signalized

	2444	0	2702
TEV	AM	NOON	PM
PHF	0.98		0.97

SR 211 — SOUTHBOUND

AM	350	441	21	0	593	AM
NOON	0	0	0	0	0	NOON
PM	248	434	27	0	793	PM

EASTBOUND — Friendship Rd/Bayberry Dr/SR 347

AM	NOON	PM		
977	0	702		
1	0	0	0	
180	0	311	1	
64	0	131	1	
308	0	554	1	
AM	NOON	PM		

WESTBOUND — Friendship Rd/Bayberry Dr/SR 347

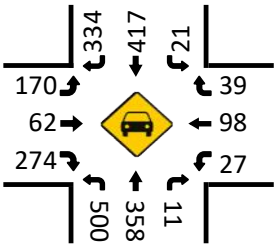
PM	NOON	AM	
27	0	39	0
89	0	101	1
46	0	27	1
0	0	0	0
173	0	98	
PM	NOON	AM	

SR 211 — NORTHBOUND

PM	1034	0	365	455	15	PM
NOON	0	0	0	0	0	NOON
AM	776	0	525	374	13	AM

0 2 1 0

Cars (AM)



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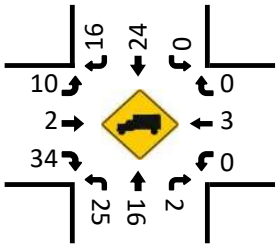

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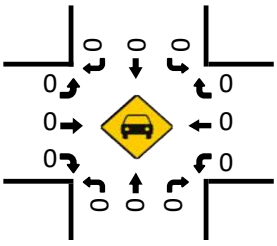

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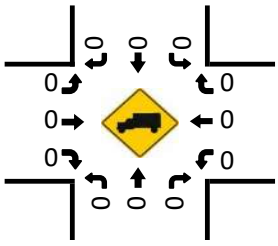
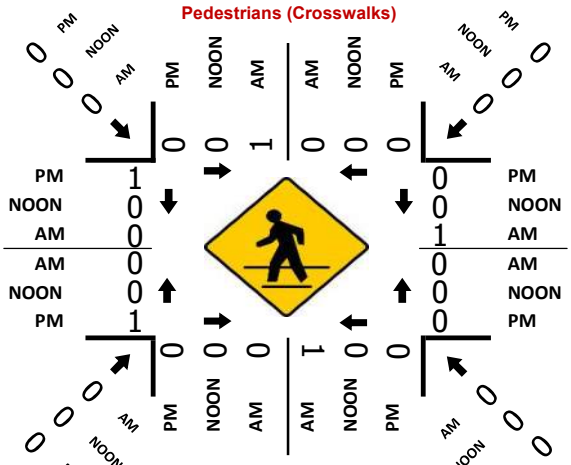
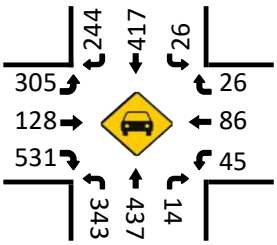


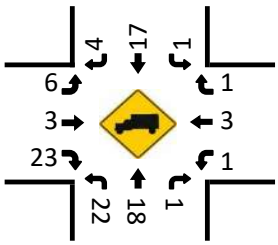
Pedestrians (Crosswalks)



Cars (PM)



HT (PM)



Prepared by National Data & Surveying Services

SR 211 & SR 53/SR 211

Peak Hour Turning Movement Count

ID: 25-180066-002
City: Braselton

Day: Tuesday
Date: 3/25/2025

PEAK HOURS	COUNT PERIODS
07:00 AM - 08:00 AM	7:00 AM - 09:00 AM
NONE	NONE
04:30 PM - 05:30 PM	4:00 PM - 06:00 PM

CONTROL: Signalized

	AM	NOON	PM
TEV	2307	0	2529
PHF	0.92		0.97

SR 211 — SOUTHBOUND

AM	0	0	0	0	0	AM
NOON	0	0	0	0	0	NOON
PM	0	0	0	0	0	PM

SR 53/SR 211 — EASTBOUND

AM	NOON	PM	
1301	0	1067	⇦
2	0	2	↰ 1
0	0	0	↱ 0
429	0	876	→ 2
388	0	373	↘ 1
AM	NOON	PM	

SR 53/SR 211 — WESTBOUND

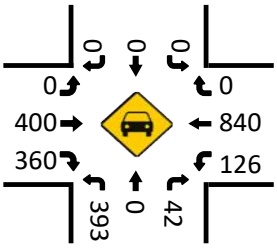
PM	NOON	AM	
0	0	0	↰ 0
654	0	894	← 2
79	0	137	↙ 1
1	0	1	↳ 0
1010	0	481	⇨
PM	NOON	AM	

SR 211 — NORTHBOUND

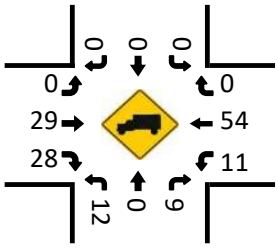
PM	452	0	411	0	133	PM
NOON	0	0	0	0	0	NOON
AM	525	0	405	0	51	AM

0 2 0 1

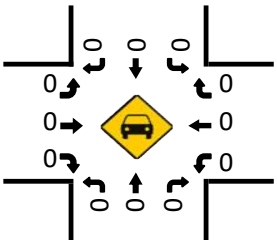
Cars (AM)



HT (AM)



Cars (NOON)



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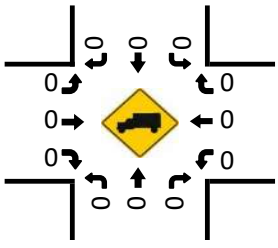
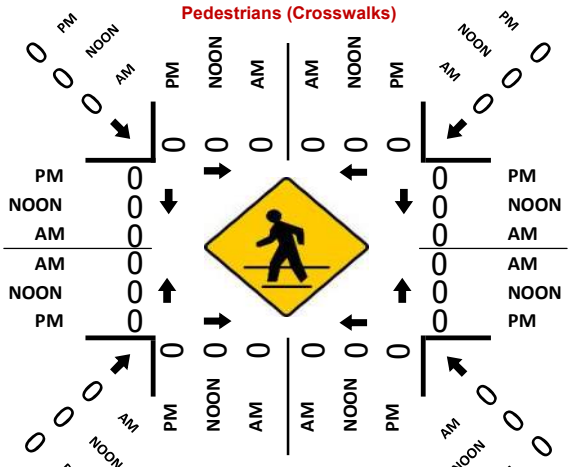
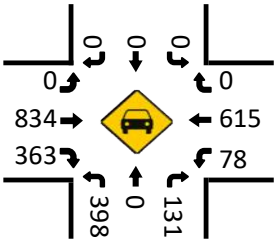


Pedestrians (Crosswalks)



Cars (PM)



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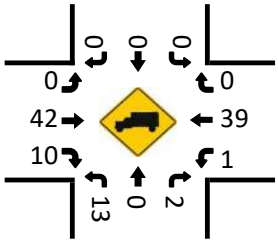


Prepared by National Data & Surveying Services

VOLUME

SR 211 Bet Ridgemoor Dr & Pleasant Hill Ln

Day: Tuesday
Date: 3/25/2025

City: Braselton
Project #: 25_180067_001

DAILY TOTALS	NB	SB	EB	WB	Total
	6,114	6,253	0	0	12,367

DAILY TOTALS

15-Minutes Interval

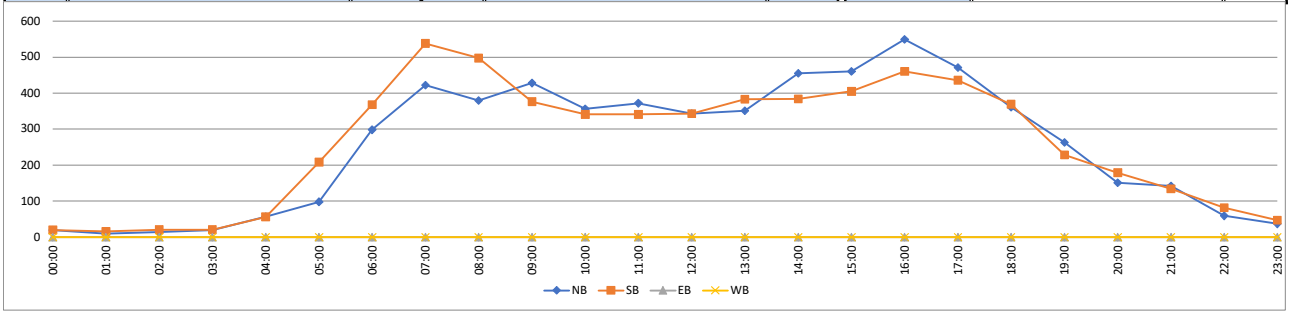
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00	10	3			13	12:00	111	83			194
0:15	3	7			10	12:15	85	78			163
0:30	4	3			7	12:30	75	100			175
0:45	2	7			9	12:45	72	82			154
1:00	4	4			8	13:00	86	92			178
1:15	1	3			4	13:15	86	107			193
1:30	2	7			9	13:30	96	84			180
1:45	3	2			5	13:45	83	100			183
2:00	3	4			7	14:00	93	101			194
2:15	2	2			4	14:15	117	98			215
2:30	5	3			8	14:30	122	80			202
2:45	4	12			16	14:45	123	105			228
3:00	4	6			10	15:00	97	82			179
3:15	3	2			5	15:15	117	91			208
3:30	7	8			15	15:30	132	107			239
3:45	5	5			10	15:45	114	125			239
4:00	10	8			18	16:00	127	127			254
4:15	10	7			17	16:15	126	129			255
4:30	19	13			32	16:30	155	92			247
4:45	18	28			46	16:45	141	112			253
5:00	14	25			39	17:00	138	91			229
5:15	24	42			66	17:15	114	125			239
5:30	27	60			87	17:30	113	102			215
5:45	33	81			114	17:45	106	118			224
6:00	57	56			113	18:00	112	94			206
6:15	58	108			166	18:15	86	97			183
6:30	90	112			202	18:30	86	93			179
6:45	93	92			185	18:45	77	85			162
7:00	93	104			197	19:00	69	65			134
7:15	111	112			223	19:15	65	52			117
7:30	117	164			281	19:30	70	50			120
7:45	101	158			259	19:45	59	61			120
8:00	85	152			237	20:00	38	47			85
8:15	96	128			224	20:15	42	50			92
8:30	98	115			213	20:30	36	41			77
8:45	100	102			202	20:45	35	41			76
9:00	117	91			208	21:00	46	36			82
9:15	126	98			224	21:15	38	33			71
9:30	103	104			207	21:30	36	40			76
9:45	82	83			165	21:45	22	25			47
10:00	66	88			154	22:00	16	23			39
10:15	99	82			181	22:15	15	18			33
10:30	98	83			181	22:30	16	30			46
10:45	93	88			181	22:45	12	11			23
11:00	83	81			164	23:00	12	11			23
11:15	96	85			181	23:15	7	18			25
11:30	88	86			174	23:30	11	10			21
11:45	105	89			194	23:45	7	8			15
TOTALS	2472	2803	0	0	5275	TOTALS	3642	3450	0	0	7092
SPLIT %	47%	53%	0%	0%	43%	SPLIT %	51%	49%	0%	0%	57%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00	19	20			39
01:00	02:00	10	16			26
02:00	03:00	14	21			35
03:00	04:00	19	21			40
04:00	05:00	57	56			113
05:00	06:00	98	208			306
06:00	07:00	298	368			666
07:00	08:00	422	538			960
08:00	09:00	379	497			876
09:00	10:00	428	376			804
10:00	11:00	356	341			697
11:00	12:00	372	341			713
12:00	13:00	343	343			686
13:00	14:00	351	383			734
14:00	15:00	455	384			839
15:00	16:00	460	405			865
16:00	17:00	549	460			1009
17:00	18:00	471	436			907
18:00	19:00	361	369			730
19:00	20:00	263	228			491
20:00	21:00	151	179			330
21:00	22:00	142	134			276
22:00	23:00	59	82			141
23:00	00:00	37	47			84

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume	2472	2803			5275
Peak Hour	8:45	7:30			7:30
Peak Volume	446	602			1001
Peak Hour Factor	0.885	0.918			0.891
Peak Period	12:00	to	00:00		
Volume	3642	3450			7092
Peak Hour	16:15	15:30			16:00
Peak Volume	560	488			1009
Peak Hour Factor	0.903	0.946			0.989
Peak Period	07:00	to	09:00		
Volume	801	1035			1836
Peak Hour	7:00	7:30			7:30
Peak Volume	422	602			1001
Peak Hour Factor	0.902	0.918			0.891
Peak Period	16:00	to	18:00		
Volume	1020	896			1916
Peak Hour	16:15	16:00			16:00
Peak Volume	560	460			1009
Peak Hour Factor	0.903	0.891			0.989



Prepared by National Data & Surveying Services

VOLUME

SR 211 Bet Ridgemoor Dr & Pleasant Hill Ln

Day: Wednesday
Date: 3/26/2025

City: Braselton
Project #: 25_180067_001

DAILY TOTALS	NB	SB	EB	WB	Total
	6,171	6,344	0	0	12,515

DAILY TOTALS

15-Minutes Interval

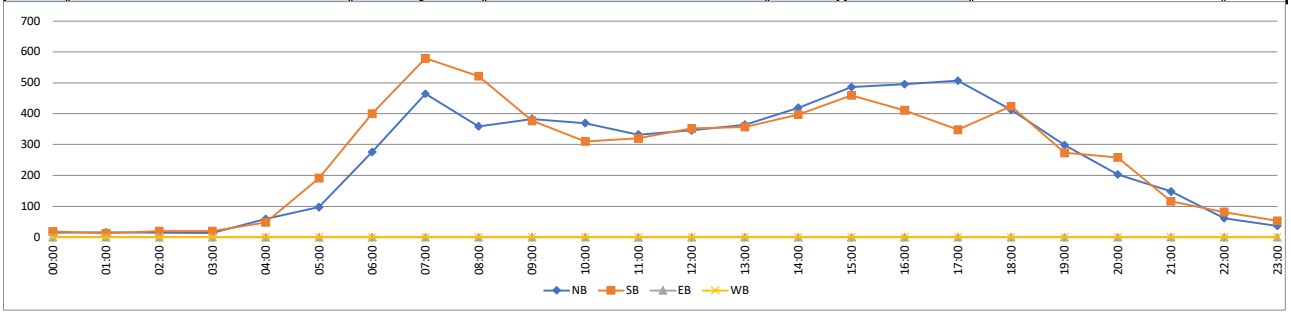
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00	5	5			10	12:00	80	78			158
0:15	4	6			10	12:15	83	79			162
0:30	4	3			7	12:30	100	95			195
0:45	1	4			5	12:45	83	100			183
1:00	5	4			9	13:00	83	76			159
1:15	5	3			8	13:15	104	89			193
1:30	4	1			5	13:30	95	94			189
1:45	1	4			5	13:45	82	98			180
2:00	4	6			10	14:00	88	97			185
2:15	5	2			7	14:15	112	101			213
2:30	2	3			5	14:30	123	96			219
2:45	3	8			11	14:45	96	103			199
3:00	3	4			7	15:00	123	100			223
3:15	1	4			5	15:15	109	104			213
3:30	3	6			9	15:30	126	102			228
3:45	6	6			12	15:45	128	153			281
4:00	10	8			18	16:00	115	94			209
4:15	7	9			16	16:15	115	103			218
4:30	24	13			37	16:30	131	124			255
4:45	18	18			36	16:45	134	90			224
5:00	16	28			44	17:00	151	98			249
5:15	20	33			53	17:15	135	88			223
5:30	38	56			94	17:30	125	90			215
5:45	23	74			97	17:45	96	72			168
6:00	45	74			119	18:00	122	117			239
6:15	72	109			181	18:15	98	118			216
6:30	68	111			179	18:30	99	109			208
6:45	91	106			197	18:45	94	80			174
7:00	106	112			218	19:00	97	68			165
7:15	106	138			244	19:15	74	75			149
7:30	139	157			296	19:30	63	59			122
7:45	113	172			285	19:45	64	71			135
8:00	73	160			233	20:00	54	45			99
8:15	84	123			207	20:15	59	90			149
8:30	111	112			223	20:30	39	62			101
8:45	91	126			217	20:45	51	61			112
9:00	88	83			171	21:00	45	29			74
9:15	104	102			206	21:15	35	37			72
9:30	100	91			191	21:30	42	24			66
9:45	91	101			192	21:45	26	26			52
10:00	108	86			194	22:00	20	21			41
10:15	87	72			159	22:15	13	25			38
10:30	96	84			180	22:30	18	17			35
10:45	78	68			146	22:45	10	18			28
11:00	86	78			164	23:00	10	13			23
11:15	78	85			163	23:15	4	21			25
11:30	86	71			157	23:30	15	7			22
11:45	82	86			168	23:45	7	12			19
TOTALS	2395	2815	0	0	5210	TOTALS	3776	3529	0	0	7305
SPLIT %	46%	54%	0%	0%	42%	SPLIT %	52%	48%	0%	0%	58%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00	14	18			32
01:00	02:00	15	12			27
02:00	03:00	14	19			33
03:00	04:00	13	20			33
04:00	05:00	59	48			107
05:00	06:00	97	191			288
06:00	07:00	276	400			676
07:00	08:00	464	579			1043
08:00	09:00	359	521			880
09:00	10:00	383	377			760
10:00	11:00	369	310			679
11:00	12:00	332	320			652
12:00	13:00	346	352			698
13:00	14:00	364	357			721
14:00	15:00	419	397			816
15:00	16:00	486	459			945
16:00	17:00	495	411			906
17:00	18:00	507	348			855
18:00	19:00	413	424			837
19:00	20:00	298	273			571
20:00	21:00	203	258			461
21:00	22:00	148	116			264
22:00	23:00	61	81			142
23:00	00:00	36	53			89

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume	2395	2815			5210
Peak Hour	7:00	7:15			7:15
Peak Volume	464	627			1058
Peak Hour Factor	0.835	0.911			0.894
Peak Period	12:00	to	00:00		
Volume	3776	3529			7305
Peak Hour	16:30	15:45			15:45
Peak Volume	551	474			963
Peak Hour Factor	0.912	0.775			0.857
Peak Period	07:00	to	09:00		
Volume	823	1100			1923
Peak Hour	7:00	7:15			7:15
Peak Volume	464	627			1058
Peak Hour Factor	0.835	0.911			0.894
Peak Period	16:00	to	18:00		
Volume	1002	759			1761
Peak Hour	16:30	16:15			16:30
Peak Volume	551	415			951
Peak Hour Factor	0.912	0.837			0.932



Prepared by National Data & Surveying Services

VOLUME

SR 211 Bet Ridgemoor Dr & Pleasant Hill Ln

Day: Tuesday
Date: 3/25/2025

City: Braselton
Project #: 25_180067_001

DAILY TOTALS	NB	SB	EB	WB	Total
	6,166	6,318	0	0	12,484

DAILY TOTALS

15-Minutes Interval

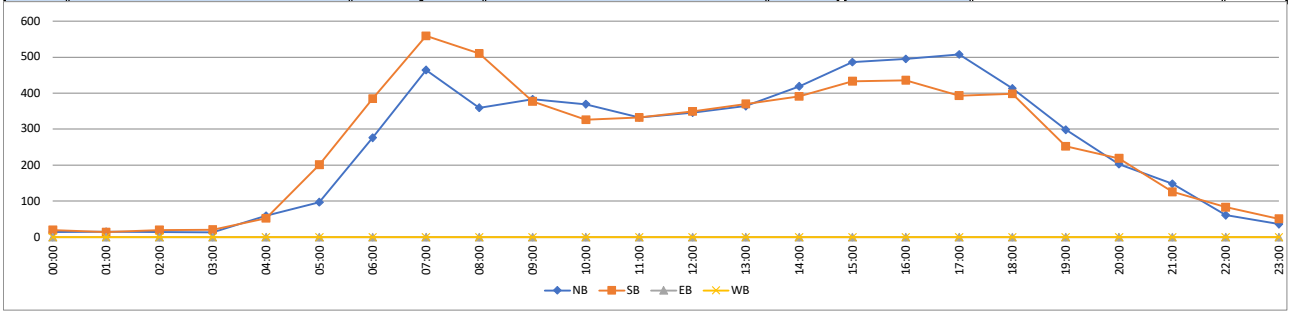
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00	8	4			12	12:00	96	81			177
0:15	4	7			11	12:15	84	79			163
0:30	4	3			7	12:30	88	98			186
0:45	2	6			8	12:45	78	91			169
1:00	5	4			9	13:00	85	84			169
1:15	3	3			6	13:15	95	98			193
1:30	3	4			7	13:30	96	89			185
1:45	2	3			5	13:45	83	99			182
2:00	4	5			9	14:00	91	99			190
2:15	4	2			6	14:15	115	100			215
2:30	4	3			7	14:30	123	88			211
2:45	4	10			14	14:45	110	104			214
3:00	4	5			9	15:00	110	91			201
3:15	2	3			5	15:15	113	98			211
3:30	5	7			12	15:30	129	105			234
3:45	6	6			12	15:45	121	139			260
4:00	10	8			18	16:00	121	111			232
4:15	9	8			17	16:15	121	116			237
4:30	22	13			35	16:30	143	108			251
4:45	18	23			41	16:45	138	101			239
5:00	15	27			42	17:00	145	95			240
5:15	22	38			60	17:15	125	107			232
5:30	33	58			91	17:30	119	96			215
5:45	28	78			106	17:45	101	95			196
6:00	51	65			116	18:00	117	106			223
6:15	65	109			174	18:15	92	108			200
6:30	79	112			191	18:30	93	101			194
6:45	92	99			191	18:45	86	83			169
7:00	100	108			208	19:00	83	67			150
7:15	109	125			234	19:15	70	64			134
7:30	128	161			289	19:30	67	55			122
7:45	107	165			272	19:45	62	66			128
8:00	79	156			235	20:00	46	46			92
8:15	90	126			216	20:15	51	70			121
8:30	105	114			219	20:30	38	52			90
8:45	96	114			210	20:45	43	51			94
9:00	103	87			190	21:00	46	33			79
9:15	115	100			215	21:15	37	35			72
9:30	102	98			200	21:30	39	32			71
9:45	87	92			179	21:45	24	26			50
10:00	87	87			174	22:00	18	22			40
10:15	93	77			170	22:15	14	22			36
10:30	97	84			181	22:30	17	24			41
10:45	86	78			164	22:45	11	15			26
11:00	85	80			165	23:00	11	12			23
11:15	87	85			172	23:15	6	20			26
11:30	87	79			166	23:30	13	9			22
11:45	94	88			182	23:45	7	10			17
TOTALS	2445	2817	0	0	5262	TOTALS	3721	3501	0	0	7222
SPLIT %	46%	54%	0%	0%	42%	SPLIT %	52%	48%	0%	0%	58%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00	18	20			38
01:00	02:00	13	14			27
02:00	03:00	16	20			36
03:00	04:00	17	21			38
04:00	05:00	59	52			111
05:00	06:00	98	201			299
06:00	07:00	287	385			672
07:00	08:00	444	559			1003
08:00	09:00	370	510			880
09:00	10:00	407	377			784
10:00	11:00	363	326			689
11:00	12:00	353	332			685
12:00	13:00	346	349			695
13:00	14:00	359	370			729
14:00	15:00	439	391			830
15:00	16:00	473	433			906
16:00	17:00	523	436			959
17:00	18:00	490	393			883
18:00	19:00	388	398			786
19:00	20:00	282	252			534
20:00	21:00	178	219			397
21:00	22:00	146	126			272
22:00	23:00	60	83			143
23:00	00:00	37	51			88

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume	2445	2817			5262
Peak Hour	7:00	7:30			7:15
Peak Volume	444	608			1030
Peak Hour Factor	0.867	0.921			0.891
Peak Period	12:00	to	00:00		
Volume	3721	3501			7222
Peak Hour	16:30	15:45			15:45
Peak Volume	551	474			980
Peak Hour Factor	0.950	0.853			0.942
Peak Period	07:00	to	09:00		
Volume	814	1069			1883
Peak Hour	7:00	7:30			7:15
Peak Volume	444	608			1030
Peak Hour Factor	0.867	0.921			0.891
Peak Period	16:00	to	18:00		
Volume	1013	829			1842
Peak Hour	16:30	16:00			16:15
Peak Volume	551	436			967
Peak Hour Factor	0.950	0.940			0.963



0000139_0292 - 139-0292

- SRT 021100 R
County: Hall
Route number: 00005300
LRS section: 1391005300
Functional class: 4U - Minor Arterial (Urban)
Coordinates: 34.1665067600397,

Site Data

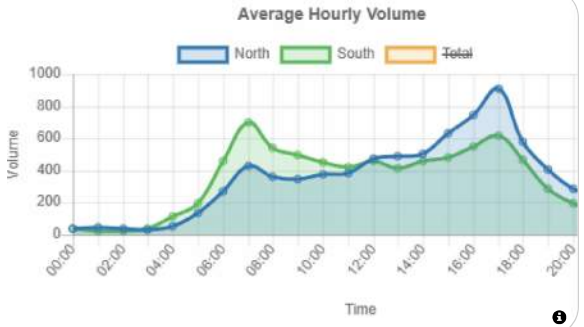


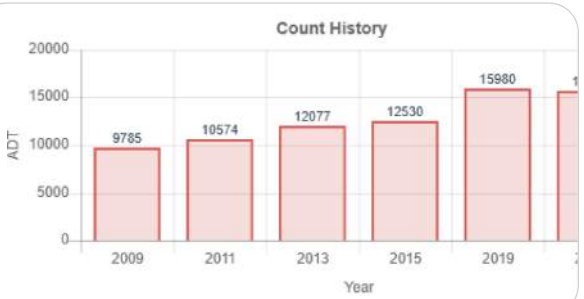
Count History

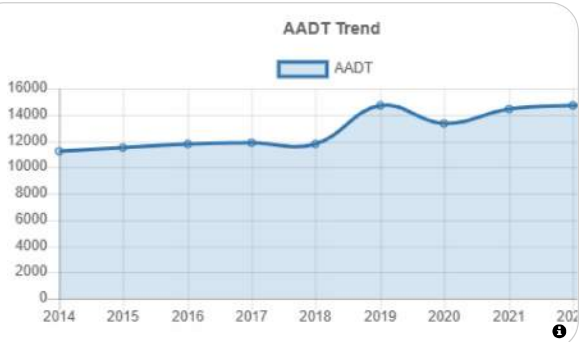
Year	Month	Count type	Duration	Count	ADT
2021	June	Class	48 hours	31,364	15,68
2019	August	Class	48 hours	31,959	15,98
2015	June	Class	48 hours	25,060	12,53
2013	June	Volume	48 hours	24,154	12,07
2011	September	Class	48 hours	21,149	10,57
2009	February	Class	48 hours	19,570	9,78

Annual Statistics

Data Item	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Statistics type	-	Actual	Estimated	Estimated	Estimated	Actual	Estimated	Actual	Estimated	**Estim**
AADT	11,200	11,500	11,800	11,900	11,800	14,700	13,300	14,400	14,700	**14,80**
K-Factor	0.090	0.112	0.112	-	-	0.110	0.110	0.114	0.114	**0.114**
D-Factor	0.600	0.600	0.600	-	-	0.620	0.620	0.590	0.590	**0.590**
Future AADT	-	-	13,700	15,300	20,000	23,200	23,200	23,700	23,500	**24,20**







Vehicle Classification 2021

1. Motorcycles 2 axles, 2 or 3 wheels.	**0.37%**
2. Passenger cars 2 axles. Can have 1- or 2-axle trailers.	**63.18%**
3. Pickups, panels, vans 2-axle, 4-tire single units. Can have 1- or 2-axle trailers.	**25.55%**
4. Buses 2- or 3-axle, full length.	**0.53%**
5. Single-unit trucks 2-axle, 6-tire, (dual rear tires), single-unit trucks.	**4.61%**
6. Single-unit trucks 3-axle, single-unit trucks.	**1.22%**
7. Single-unit trucks 4 or more axle, single-unit trucks.	**0.04%**
8. Single-trailer trucks 3- or 4-axle, single-trailer trucks.	**1.42%**
9. Single-trailer trucks 5-axle, single-trailer trucks.	**2.89%**
10. Single-trailer trucks 6 or more axle, single-trailer trucks.	**0.11%**
11. Multi-trailer trucks 5 or less axle, multi-trailer trucks.	**0.02%**
12. Multi-trailer trucks 6-axle, multi-trailer trucks.	**0.02%**
13. Multi-trailer trucks 7 or more axle, multi-trailer trucks.	**0.03%**

0000139_0545 - 139-0545

- CRT 130000 L
County: Hall
Route number: 00021100
LRS section: 1391021100
Functional class: 4U - Minor Arterial (Urban)
Coordinates: 34.13548897, -83.83359503

Site Data

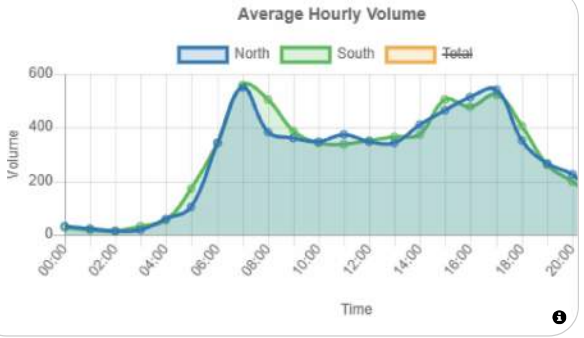


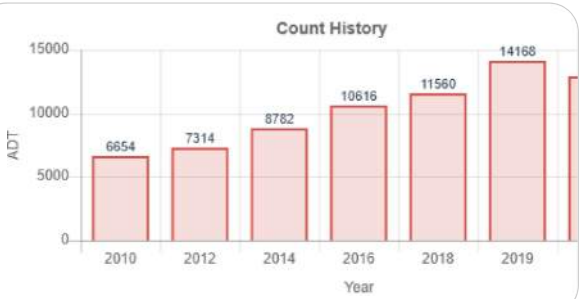
Count History

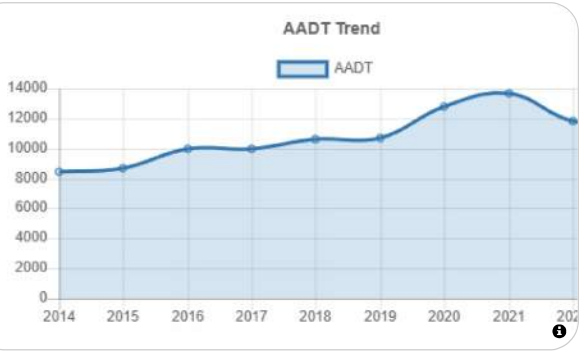
Year	Month	Count type	Duration	Count	ADT
2022	August	Class	48 hours	25,732	12,86
2019	December	Class	48 hours	28,337	14,16
2018	September	Class	48 hours	23,119	11,56
2016	July	Class	48 hours	21,231	10,61
2014	April	Volume	48 hours	17,564	8,782
2012	January	Volume	48 hours	14,627	7,314
2010	January	Class	48 hours	13,309	6,652

Annual Statistics

Data Item	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Statistics type	-	Estimated	Actual	Estimated	Actual	Estimated	Actual	Estimated	Actual	**Estimat**
AADT	8,420	8,700	9,950	10,000	10,600	10,700	12,800	13,700	11,800	**11,900**
K-Factor	0.099	0.099	0.112	-	0.094	0.094	0.111	0.111	0.095	**0.095**
D-Factor	0.500	0.500	0.600	-	0.550	0.550	0.570	0.570	0.530	**0.530**
Future AADT	-	-	16,400	21,800	20,600	20,300	20,300	23,200	21,700	**19,900**







Vehicle Classification 2022

1. Motorcycles 2 axles, 2 or 3 wheels.	**0.50%**
2. Passenger cars 2 axles. Can have 1- or 2-axle trailers.	**70.27%**
3. Pickups, panels, vans 2-axle, 4-tire single units. Can have 1- or 2-axle trailers.	**21.97%**
4. Buses 2- or 3-axle, full length.	**0.56%**
5. Single-unit trucks 2-axle, 6-tire, (dual rear tires), single-unit trucks.	**4.17%**
6. Single-unit trucks 3-axle, single-unit trucks.	**0.83%**
7. Single-unit trucks 4 or more axle, single-unit trucks.	**0.07%**
8. Single-trailer trucks 3- or 4-axle, single-trailer trucks.	**0.84%**
9. Single-trailer trucks 5-axle, single-trailer trucks.	**0.72%**
10. Single-trailer trucks 6 or more axle, single-trailer trucks.	**0.07%**
11. Multi-trailer trucks 5 or less axle, multi-trailer trucks.	**0%**
12. Multi-trailer trucks 6-axle, multi-trailer trucks.	**0.01%**
13. Multi-trailer trucks 7 or more axle, multi-trailer trucks.	**0%**

HISTORICAL TRAFFIC COUNTS
Hall County, Georgia

Location	Counter ID									Forecast		Compounded Growth Rate	
		2015	2016	2017	2018	2019	2020	2021	2022	2025	2027	2025 - 2027	Percent
SR 211 n/o SR 347	139-0545		9,950		10,600		12,800		11,800	13,613	14,388	2.81%	24.37%
SR 53 e/o SR 211	139-0292	11,500				14,700		14,400		17,057	18,114	3.05%	30.68%
SR 53 w/o SR 211	139-0289		21,400		23,100		23,000		24,400	25,645	26,535	1.72%	44.95%
Data Taken From GDOT's Traffic Analysis & Data Application										**56,315**	**59,037**	**2.4%**	**100.00%**

Single-Family Attached Housing (215)

Based upon methodology from ITE's Trip Generation, 11th Edition (2021)

Project Land Use	Project Density	Project Trips			ITE Code	Variable	Equation Used[1]	In/Out Distribution		Average Rate
		Total	Inbound	Outbound						
Single-Family Attached Housing	37 DU				215	Dwelling Units				
Daily		**232**	116	116			T = 7.62 * X - 50.48	50%	50%	7.20
AM Peak Hour (One Hour from 7-9)		**14**	4	10			T = 0.52 * X - 5.7	31%	69%	0.48
PM Peak Hour (One Hour from 4-6)		**18**	10	8			T = 0.6 * X - 3.93	57%	43%	0.57
Reductions for Pass-By Trips										
Daily		**0**	0	0						
AM Peak Hour		**0**	0	0						
PM Peak Hour		**0**	0	0						
TOTAL PROJECT TRIPS										
Daily		**232**	116	116						
AM Peak Hour		**14**	4	10						
PM Peak Hour		**18**	10	8						

Note:

[1] Where: T = Trips; X = Density by Variable

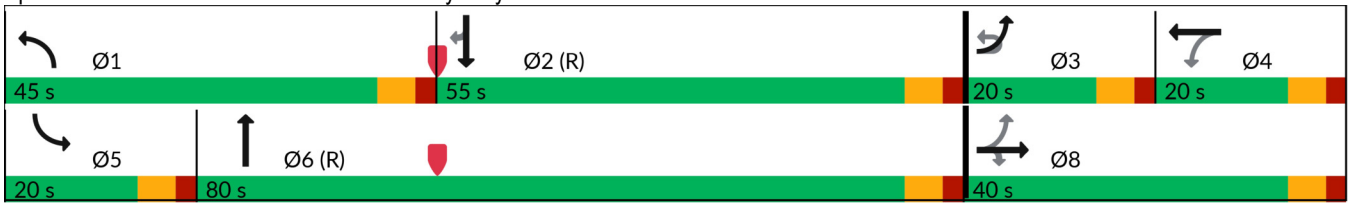
APPENDIX C:

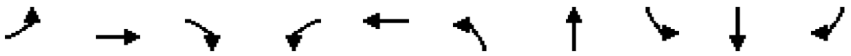
SYNCHRO REPORTS

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Configurations											
Traffic Volume (vph)	1	180	64	308	27	101	525	374	21	441	350
Future Volume (vph)	1	180	64	308	27	101	525	374	21	441	350
Turn Type	custom	pm+pt	NA	Perm	Perm	NA	Prot	NA	Prot	NA	Perm
Protected Phases		3	8			4	1	6	5	2	
Permitted Phases	3	8		8	4						2
Detector Phase	3	3	8	8	4	4	1	6	5	2	2
Switch Phase											
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Split (s)	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total Split (s)	20.0	20.0	40.0	40.0	20.0	20.0	45.0	80.0	20.0	55.0	55.0
Total Split (%)	14.3%	14.3%	28.6%	28.6%	14.3%	14.3%	32.1%	57.1%	14.3%	39.3%	39.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead	Lead			Lag	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	None	C-Max	None	C-Max	C-Max
Act Effct Green (s)		33.4	33.4	33.4	13.5	13.5	30.5	86.0	7.3	58.2	58.2
Actuated g/C Ratio		0.24	0.24	0.24	0.10	0.10	0.22	0.61	0.05	0.42	0.42
v/c Ratio		0.82	0.15	0.55	0.23	0.85	0.82	0.40	0.24	0.64	0.45
Control Delay (s/veh)		73.8	43.0	8.1	62.9	93.7	62.0	16.3	69.3	38.6	6.5
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)		73.8	43.0	8.1	62.9	93.7	62.0	16.3	69.3	38.6	6.5
LOS		E	D	A	E	F	E	B	E	D	A
Approach Delay (s/veh)			33.6			88.7		42.6		25.6	
Approach LOS			C			F		D		C	

Intersection Summary	
Cycle Length: 140	
Actuated Cycle Length: 140	
Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green	
Natural Cycle: 80	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.85	
Intersection Signal Delay (s/veh): 38.2	Intersection LOS: D
Intersection Capacity Utilization 75.9%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 1: SR 211 & SR 347/Bayberry Dr

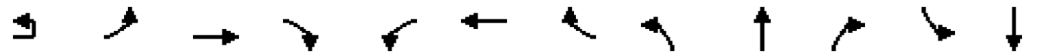




Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	192	68	328	30	154	597	440	23	479	380
v/c Ratio	0.82	0.15	0.55	0.23	0.85	0.82	0.40	0.24	0.64	0.45
Control Delay (s/veh)	73.8	43.0	8.1	62.9	93.7	62.0	16.3	69.3	38.6	6.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	73.8	43.0	8.1	62.9	93.7	62.0	16.3	69.3	38.6	6.5
Queue Length 50th (ft)	150	49	0	26	130	269	214	21	345	21
Queue Length 95th (ft)	#236	92	82	60	#252	309	297	51	515	105
Internal Link Dist (ft)		1881			827		1407		3359	
Turn Bay Length (ft)						400		255		460
Base Capacity (vph)	234	448	601	135	188	929	1113	180	752	838
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.82	0.15	0.55	0.22	0.82	0.64	0.40	0.13	0.64	0.45

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (veh/h)	1	180	64	308	27	101	39	525	374	13	21	441
Future Volume (veh/h)	1	180	64	308	27	101	39	525	374	13	21	441
Initial Q (Qb), veh		0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00		1.00	1.00		1.00	1.00		1.00	1.00	
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No			No			No			No
Adj Sat Flow, veh/h/ln		1811	1856	1737	1900	1856	1900	1826	1841	1678	1900	1826
Adj Flow Rate, veh/h		191	68	328	30	111	43	597	425	0	23	479
Peak Hour Factor		0.94	0.94	0.94	0.91	0.91	0.91	0.88	0.88	0.88	0.92	0.92
Percent Heavy Veh, %		6	3	11	0	3	0	5	4	15	0	5
Cap, veh/h		241	451	357	152	127	49	673	1126		31	784
Arrive On Green		0.10	0.24	0.24	0.10	0.10	0.10	0.20	0.61	0.00	0.02	0.43
Sat Flow, veh/h		1725	1856	1472	1004	1273	493	3374	1841	0	1810	1826
Grp Volume(v), veh/h		191	68	328	30	0	154	597	425	0	23	479
Grp Sat Flow(s),veh/h/ln		1725	1856	1472	1004	0	1767	1687	1841	0	1810	1826
Q Serve(g_s), s		13.7	4.0	30.4	3.9	0.0	12.0	24.1	16.3	0.0	1.8	28.4
Cycle Q Clear(g_c), s		13.7	4.0	30.4	3.9	0.0	12.0	24.1	16.3	0.0	1.8	28.4
Prop In Lane		1.00		1.00	1.00		0.28	1.00		0.00	1.00	
Lane Grp Cap(c), veh/h		241	451	357	152	0	177	673	1126		31	784
V/C Ratio(X)		0.79	0.15	0.92	0.20	0.00	0.87	0.89	0.38		0.75	0.61
Avail Cap(c_a), veh/h		241	451	357	152	0	177	940	1126		181	784
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh		49.4	41.7	51.6	58.4	0.0	62.1	54.5	13.7	0.0	68.5	30.9
Incr Delay (d2), s/veh		16.5	0.2	27.9	0.6	0.0	34.6	7.8	1.0	0.0	30.4	3.5
Initial Q Delay(d3), s/veh		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		6.9	1.8	13.7	1.0	0.0	7.2	10.7	6.7	0.0	1.1	12.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh		65.9	41.8	79.5	59.1	0.0	96.7	62.3	14.7	0.0	98.9	34.5
LnGrp LOS		E	D	E	E		F	E	B		F	C
Approach Vol, veh/h			587			184			1022			502
Approach Delay, s/veh			70.7			90.6			42.5			37.4
Approach LOS			E			F			D			D

Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	33.9	66.1	20.0	20.0	8.4	91.6		40.0				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	39.0	49.0	14.0	14.0	14.0	74.0		34.0				
Max Q Clear Time (g_c+I1), s	26.1	30.4	15.7	14.0	3.8	18.3		32.4				
Green Ext Time (p_c), s	1.8	2.6	0.0	0.0	0.0	2.6		0.3				

Intersection Summary	
HCM 7th Control Delay, s/veh	52.5
HCM 7th LOS	D

Notes

User approved ignoring U-Turning movement.

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

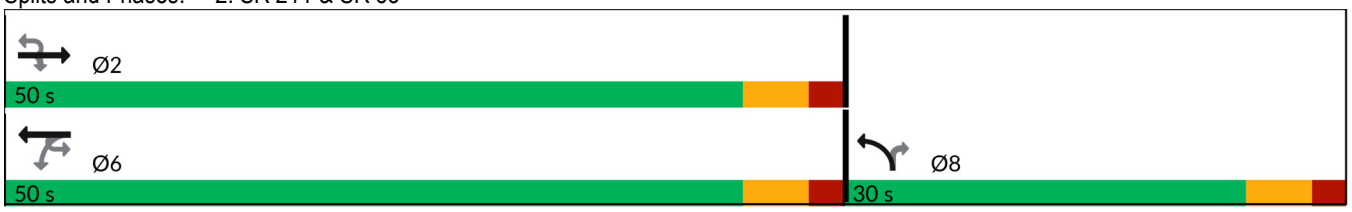


Movement	SBR
Lane Configurations	
Traffic Volume (veh/h)	350
Future Volume (veh/h)	350
Initial Q (Qb), veh	0
Lane Width Adj.	1.00
Ped-Bike Adj(A_pbT)	1.00
Parking Bus, Adj	1.00
Work Zone On Approach	
Adj Sat Flow, veh/h/ln	1826
Adj Flow Rate, veh/h	0
Peak Hour Factor	0.92
Percent Heavy Veh, %	5
Cap, veh/h	
Arrive On Green	0.00
Sat Flow, veh/h	1547
Grp Volume(v), veh/h	0
Grp Sat Flow(s),veh/h/ln	1547
Q Serve(g_s), s	0.0
Cycle Q Clear(g_c), s	0.0
Prop In Lane	1.00
Lane Grp Cap(c), veh/h	
V/C Ratio(X)	
Avail Cap(c_a), veh/h	
HCM Platoon Ratio	1.00
Upstream Filter(I)	0.00
Uniform Delay (d), s/veh	0.0
Incr Delay (d2), s/veh	0.0
Initial Q Delay(d3), s/veh	0.0
%ile BackOfQ(50%),veh/ln	0.0
Unsig. Movement Delay, s/veh	
LnGrp Delay(d), s/veh	0.0
LnGrp LOS	
Approach Vol, veh/h	
Approach Delay, s/veh	
Approach LOS	
Timer - Assigned Phs	

Lane Group	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (vph)	2	429	388	1	137	894	405	51
Future Volume (vph)	2	429	388	1	137	894	405	51
Turn Type	Perm	NA	Perm	Perm	Perm	NA	Prot	Perm
Protected Phases		2				6	8	
Permitted Phases	2		2	6	6			8
Detector Phase	2	2	2	6	6	6	8	8
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Total Split (s)	50.0	50.0	50.0	50.0	50.0	50.0	30.0	30.0
Total Split (%)	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	37.5%	37.5%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0		6.0	6.0	6.0	6.0
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Min	Min	Min	Min	Min	Min	None	None
Act Effct Green (s)	20.3	20.3	20.3		20.3	20.3	11.4	11.4
Actuated g/C Ratio	0.46	0.46	0.46		0.46	0.46	0.26	0.26
v/c Ratio	0.01	0.33	0.49		0.38	0.59	0.50	0.14
Control Delay (s/veh)	7.0	8.2	2.9		11.5	10.6	17.1	6.5
Queue Delay	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.0	8.2	2.9		11.5	10.6	17.1	6.5
LOS	A	A	A		B	B	B	A
Approach Delay (s/veh)		5.7				10.8	15.9	
Approach LOS		A				B	B	

Intersection Summary	
Cycle Length: 80	
Actuated Cycle Length: 44.2	
Natural Cycle: 50	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.59	
Intersection Signal Delay (s/veh): 9.8	Intersection LOS: A
Intersection Capacity Utilization 55.4%	ICU Level of Service B
Analysis Period (min) 15	

Splits and Phases: 2: SR 211 & SR 53





Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Group Flow (vph)	2	505	456	144	931	435	55
v/c Ratio	0.01	0.33	0.49	0.38	0.59	0.50	0.14
Control Delay (s/veh)	7.0	8.2	2.9	11.5	10.6	17.1	6.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.0	8.2	2.9	11.5	10.6	17.1	6.5
Queue Length 50th (ft)	0	37	0	21	80	46	0
Queue Length 95th (ft)	3	68	29	61	147	101	22
Internal Link Dist (ft)		2207			2068	4517	
Turn Bay Length (ft)	290		180	190		260	860
Base Capacity (vph)	469	3147	1438	765	3177	1920	797
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.00	0.16	0.32	0.19	0.29	0.23	0.07

Intersection Summary

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	429	388	1	137	894	405	51
Future Volume (veh/h)	2	429	388	1	137	894	405	51
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1796	1796		1781	1811	1856	1633
Adj Flow Rate, veh/h		505	456		143	931	435	55
Peak Hour Factor		0.85	0.85		0.96	0.96	0.93	0.93
Percent Heavy Veh, %		7	7		8	6	3	18
Cap, veh/h		1796	801		413	1811	678	274
Arrive On Green		0.53	0.53		0.53	0.53	0.20	0.20
Sat Flow, veh/h		3503	1522		557	3532	3428	1384
Grp Volume(v), veh/h		505	456		143	931	435	55
Grp Sat Flow(s),veh/h/ln		1706	1522		557	1721	1714	1384
Q Serve(g_s), s		3.6	8.8		8.4	7.6	5.1	1.4
Cycle Q Clear(g_c), s		3.6	8.8		11.9	7.6	5.1	1.4
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1796	801		413	1811	678	274
V/C Ratio(X)		0.28	0.57		0.35	0.51	0.64	0.20
Avail Cap(c_a), veh/h		3454	1541		683	3483	1893	764
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		5.7	7.0		9.0	6.7	16.0	14.6
Incr Delay (d2), s/veh		0.1	0.6		0.5	0.2	1.0	0.4
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		0.7	1.5		0.7	1.4	1.6	0.4
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		5.8	7.6		9.5	6.9	17.0	14.9
LnGrp LOS		A	A		A	A	B	B
Approach Vol, veh/h		961				1074	490	
Approach Delay, s/veh		6.7				7.3	16.8	
Approach LOS		A				A	B	

Timer - Assigned Phs	2					6		8
Phs Duration (G+Y+Rc), s	28.9					28.9		14.6
Change Period (Y+Rc), s	6.0					6.0		6.0
Max Green Setting (Gmax), s	44.0					44.0		24.0
Max Q Clear Time (g_c+I1), s	10.8					13.9		7.1
Green Ext Time (p_c), s	5.2					8.9		1.6

Intersection Summary	
HCM 7th Control Delay, s/veh	8.9
HCM 7th LOS	A

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	0	5	0	0	0	2	423	0	0	607	2
Future Vol, veh/h	5	0	5	0	0	0	2	423	0	0	607	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	-	-	-	-	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	83	83	92	92	92
Heavy Vehicles, %	2	2	2	4	2	8	2	5	5	9	6	2
Mvmt Flow	5	0	5	0	0	0	2	510	0	0	660	2

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1174	1174	660	1174	1176	510	662	0	0	510	0	0
Stage 1	660	660	-	514	514	-	-	-	-	-	-	-
Stage 2	514	514	-	660	662	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.14	6.52	6.28	4.12	-	-	4.19	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.536	4.018	3.372	2.218	-	-	2.281	-	-
Pot Cap-1 Maneuver	169	192	463	167	191	552	927	-	-	1020	-	-
Stage 1	452	460	-	540	535	-	-	-	-	-	-	-
Stage 2	543	535	-	449	459	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	168	191	463	165	191	552	927	-	-	1020	-	-
Mov Cap-2 Maneuver	168	191	-	165	191	-	-	-	-	-	-	-
Stage 1	452	460	-	538	534	-	-	-	-	-	-	-
Stage 2	542	534	-	444	459	-	-	-	-	-	-	-

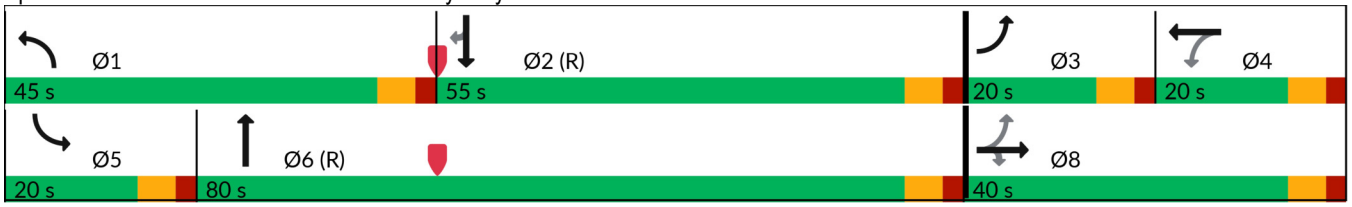
Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	20.26	0	0.04	0
HCM LOS	C	A		

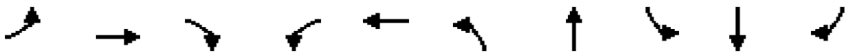
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	8	-	-	247	-	-	1020	-	-
HCM Lane V/C Ratio	0.002	-	-	0.044	-	-	-	-	-
HCM Ctrl Dly (s/v)	8.9	0	-	20.3	0	0	0	-	-
HCM Lane LOS	A	A	-	C	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	-	-	0	-	-

Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	311	131	554	46	89	365	455	27	434	248
Future Volume (vph)	311	131	554	46	89	365	455	27	434	248
Turn Type	pm+pt	NA	Perm	Perm	NA	Prot	NA	Prot	NA	Perm
Protected Phases	3	8			4	1	6	5	2	
Permitted Phases	8		8	4						2
Detector Phase	3	8	8	4	4	1	6	5	2	2
Switch Phase										
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Split (s)	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total Split (s)	20.0	40.0	40.0	20.0	20.0	45.0	80.0	20.0	55.0	55.0
Total Split (%)	14.3%	28.6%	28.6%	14.3%	14.3%	32.1%	57.1%	14.3%	39.3%	39.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead			Lag	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	C-Max	None	C-Max	C-Max
Act Effct Green (s)	32.8	32.8	32.8	12.8	12.8	22.8	86.3	7.8	66.4	66.4
Actuated g/C Ratio	0.23	0.23	0.23	0.09	0.09	0.16	0.62	0.06	0.47	0.47
v/c Ratio	1.33	0.32	0.77	0.44	0.75	0.76	0.48	0.29	0.55	0.31
Control Delay (s/veh)	214.8	46.4	13.1	72.2	82.9	65.4	17.9	70.1	30.4	3.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	214.8	46.4	13.1	72.2	82.9	65.4	17.9	70.1	30.4	3.6
LOS	F	D	B	E	F	E	B	E	C	A
Approach Delay (s/veh)		80.5			79.9		38.7		22.5	
Approach LOS		F			E		D		C	

Intersection Summary	
Cycle Length: 140	
Actuated Cycle Length: 140	
Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green	
Natural Cycle: 80	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 1.33	
Intersection Signal Delay (s/veh): 51.9	Intersection LOS: D
Intersection Capacity Utilization 76.8%	ICU Level of Service D
Analysis Period (min) 15	

Splits and Phases: 1: SR 211 & SR 347/Bayberry Dr



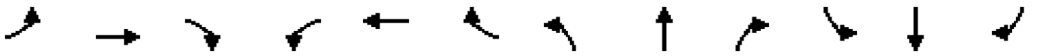


Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	331	139	589	51	128	415	534	29	472	270
v/c Ratio	1.33	0.32	0.77	0.44	0.75	0.76	0.48	0.29	0.55	0.31
Control Delay (s/veh)	214.8	46.4	13.1	72.2	82.9	65.4	17.9	70.1	30.4	3.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	214.8	46.4	13.1	72.2	82.9	65.4	17.9	70.1	30.4	3.6
Queue Length 50th (ft)	~306	104	28	44	106	188	281	26	305	0
Queue Length 95th (ft)	#501	167	176	90	#193	230	386	60	449	53
Internal Link Dist (ft)		1881			827		1407		3359	
Turn Bay Length (ft)						400		255		460
Base Capacity (vph)	248	448	769	126	187	929	1117	180	858	871
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	1.33	0.31	0.77	0.40	0.68	0.45	0.48	0.16	0.55	0.31

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	311	131	554	46	89	27	365	455	15	27	434	248
Future Volume (veh/h)	311	131	554	46	89	27	365	455	15	27	434	248
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1811	1856	1737	1900	1856	1900	1826	1841	1678	1900	1826	1826
Adj Flow Rate, veh/h	331	139	589	51	98	30	415	517	0	29	472	0
Peak Hour Factor	0.94	0.94	0.94	0.91	0.91	0.91	0.88	0.88	0.88	0.92	0.92	0.92
Percent Heavy Veh, %	6	3	11	0	3	0	5	4	15	0	5	5
Cap, veh/h	261	451	357	125	136	42	486	1119		37	885	
Arrive On Green	0.10	0.24	0.24	0.10	0.10	0.10	0.14	0.61	0.00	0.02	0.48	0.00
Sat Flow, veh/h	1725	1856	1472	738	1363	417	3374	1841	0	1810	1826	1547
Grp Volume(v), veh/h	331	139	589	51	0	128	415	517	0	29	472	0
Grp Sat Flow(s),veh/h/ln	1725	1856	1472	738	0	1780	1687	1841	0	1810	1826	1547
Q Serve(g_s), s	14.0	8.6	34.0	9.3	0.0	9.8	16.8	21.4	0.0	2.2	25.2	0.0
Cycle Q Clear(g_c), s	14.0	8.6	34.0	9.3	0.0	9.8	16.8	21.4	0.0	2.2	25.2	0.0
Prop In Lane	1.00		1.00	1.00		0.23	1.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	261	451	357	125	0	178	486	1119		37	885	
V/C Ratio(X)	1.27	0.31	1.65	0.41	0.00	0.72	0.85	0.46		0.78	0.53	
Avail Cap(c_a), veh/h	261	451	357	125	0	178	940	1119		181	885	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	54.5	43.4	53.0	60.9	0.0	61.1	58.5	15.0	0.0	68.2	25.1	0.0
Incr Delay (d2), s/veh	147.5	0.4	303.7	2.1	0.0	13.1	4.4	1.4	0.0	28.8	2.3	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	13.2	3.9	42.4	1.8	0.0	5.1	7.3	8.8	0.0	1.3	11.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	202.0	43.8	356.7	63.0	0.0	74.2	62.9	16.3	0.0	97.0	27.4	0.0
LnGrp LOS	F	D	F	E		E	E	B		F	C	
Approach Vol, veh/h		1059			179			932			501	
Approach Delay, s/veh		267.3			71.0			37.0			31.4	
Approach LOS		F			E			D			C	

Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	26.2	73.8	20.0	20.0	8.9	91.1		40.0				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	39.0	49.0	14.0	14.0	14.0	74.0		34.0				
Max Q Clear Time (g_c+I1), s	18.8	27.2	16.0	11.8	4.2	23.4		36.0				
Green Ext Time (p_c), s	1.4	2.6	0.0	0.2	0.0	3.3		0.0				

Intersection Summary	
HCM 7th Control Delay, s/veh	129.6
HCM 7th LOS	F

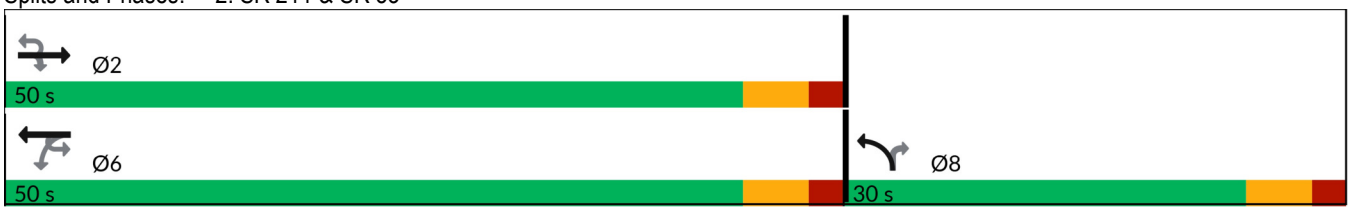
Notes

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Lane Group	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (vph)	2	876	373	1	79	654	411	133
Future Volume (vph)	2	876	373	1	79	654	411	133
Turn Type	Perm	NA	Perm	Perm	Perm	NA	Prot	Perm
Protected Phases		2				6	8	
Permitted Phases	2		2	6	6			8
Detector Phase	2	2	2	6	6	6	8	8
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Total Split (s)	50.0	50.0	50.0	50.0	50.0	50.0	30.0	30.0
Total Split (%)	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	37.5%	37.5%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0		6.0	6.0	6.0	6.0
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Min	Min	Min	Min	Min	Min	None	None
Act Effct Green (s)	26.3	26.3	26.3		26.3	26.3	12.7	12.7
Actuated g/C Ratio	0.51	0.51	0.51		0.51	0.51	0.25	0.25
v/c Ratio	0.01	0.60	0.45		0.41	0.39	0.53	0.35
Control Delay (s/veh)	6.5	10.6	2.5		15.2	8.5	20.9	11.7
Queue Delay	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Delay (s/veh)	6.5	10.6	2.5		15.2	8.5	20.9	11.7
LOS	A	B	A		B	A	C	B
Approach Delay (s/veh)		8.2				9.2	18.6	
Approach LOS		A				A	B	

Intersection Summary	
Cycle Length: 80	
Actuated Cycle Length: 51.7	
Natural Cycle: 55	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.60	
Intersection Signal Delay (s/veh): 10.6	Intersection LOS: B
Intersection Capacity Utilization 55.4%	ICU Level of Service B
Analysis Period (min) 15	

Splits and Phases: 2: SR 211 & SR 53





Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Group Flow (vph)	2	1031	439	83	681	442	143
v/c Ratio	0.01	0.60	0.45	0.41	0.39	0.53	0.35
Control Delay (s/veh)	6.5	10.6	2.5	15.2	8.5	20.9	11.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	6.5	10.6	2.5	15.2	8.5	20.9	11.7
Queue Length 50th (ft)	0	97	0	13	55	56	12
Queue Length 95th (ft)	3	172	27	52	111	129	62
Internal Link Dist (ft)		2207			2068	4517	
Turn Bay Length (ft)	290		180	190		260	860
Base Capacity (vph)	633	2876	1351	343	2903	1674	720
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.00	0.36	0.32	0.24	0.23	0.26	0.20

Intersection Summary

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	876	373	1	79	654	411	133
Future Volume (veh/h)	2	876	373	1	79	654	411	133
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1796	1796		1781	1811	1856	1633
Adj Flow Rate, veh/h		1031	439		82	681	442	143
Peak Hour Factor		0.85	0.85		0.96	0.96	0.93	0.93
Percent Heavy Veh, %		7	7		8	6	3	18
Cap, veh/h		1902	848		273	1918	677	273
Arrive On Green		0.56	0.56		0.56	0.56	0.20	0.20
Sat Flow, veh/h		3503	1522		343	3532	3428	1384
Grp Volume(v), veh/h		1031	439		82	681	442	143
Grp Sat Flow(s),veh/h/ln		1706	1522		343	1721	1714	1384
Q Serve(g_s), s		9.4	8.8		9.7	5.3	5.8	4.5
Cycle Q Clear(g_c), s		9.4	8.8		19.1	5.3	5.8	4.5
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1902	848		273	1918	677	273
V/C Ratio(X)		0.54	0.52		0.30	0.36	0.65	0.52
Avail Cap(c_a), veh/h		3069	1369		390	3095	1682	679
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		6.9	6.7		12.9	6.0	18.1	17.6
Incr Delay (d2), s/veh		0.2	0.5		0.6	0.1	1.1	1.6
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		1.9	1.6		0.6	1.1	2.0	1.3
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		7.1	7.2		13.5	6.1	19.2	19.1
LnGrp LOS		A	A		B	A	B	B
Approach Vol, veh/h		1470				763	585	
Approach Delay, s/veh		7.1				6.9	19.2	
Approach LOS		A				A	B	

Timer - Assigned Phs	2					6		8
Phs Duration (G+Y+Rc), s	33.3					33.3		15.7
Change Period (Y+Rc), s	6.0					6.0		6.0
Max Green Setting (Gmax), s	44.0					44.0		24.0
Max Q Clear Time (g_c+I1), s	11.4					21.1		7.8
Green Ext Time (p_c), s	10.3					6.1		1.9

Intersection Summary	
HCM 7th Control Delay, s/veh	9.6
HCM 7th LOS	A

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	4	0	4	0	0	0	5	547	0	0	420	5
Future Vol, veh/h	4	0	4	0	0	0	5	547	0	0	420	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	-	-	-	-	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	83	83	92	92	92
Heavy Vehicles, %	2	2	2	4	2	8	2	5	5	9	6	2
Mvmt Flow	4	0	4	0	0	0	5	659	0	0	457	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1126	1126	457	1126	1132	659	462	0	0	659	0	0
Stage 1	457	457	-	670	670	-	-	-	-	-	-	-
Stage 2	670	670	-	457	462	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.14	6.52	6.28	4.12	-	-	4.19	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.536	4.018	3.372	2.218	-	-	2.281	-	-
Pot Cap-1 Maneuver	182	205	604	180	203	453	1099	-	-	897	-	-
Stage 1	584	568	-	443	455	-	-	-	-	-	-	-
Stage 2	447	455	-	580	565	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	180	203	604	178	202	453	1099	-	-	897	-	-
Mov Cap-2 Maneuver	180	203	-	178	202	-	-	-	-	-	-	-
Stage 1	584	568	-	440	452	-	-	-	-	-	-	-
Stage 2	443	452	-	576	565	-	-	-	-	-	-	-

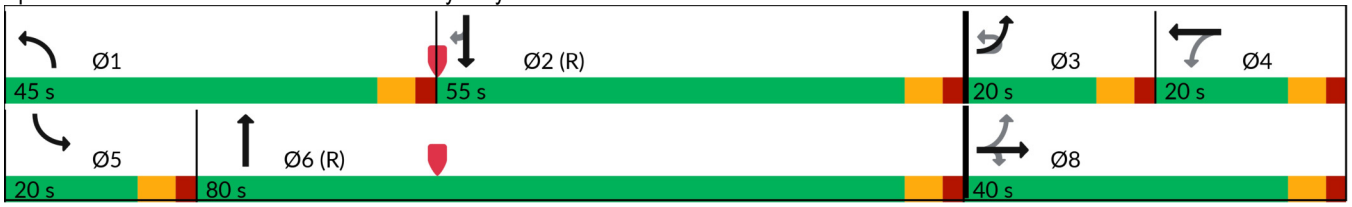
Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	18.37	0	0.07	0
HCM LOS	C	A		

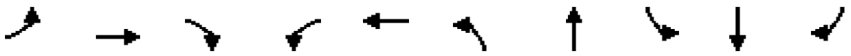
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	15	-	-	278	-	-	897	-	-
HCM Lane V/C Ratio	0.005	-	-	0.031	-	-	-	-	-
HCM Ctrl Dly (s/v)	8.3	0	-	18.4	0	0	0	-	-
HCM Lane LOS	A	A	-	C	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	-	-	0	-	-

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Configurations											
Traffic Volume (vph)	1	203	72	347	30	114	591	421	24	496	394
Future Volume (vph)	1	203	72	347	30	114	591	421	24	496	394
Turn Type	custom	pm+pt	NA	Perm	Perm	NA	Prot	NA	Prot	NA	Perm
Protected Phases		3	8			4	1	6	5	2	
Permitted Phases	3	8		8	4						2
Detector Phase	3	3	8	8	4	4	1	6	5	2	2
Switch Phase											
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Split (s)	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total Split (s)	20.0	20.0	40.0	40.0	20.0	20.0	45.0	80.0	20.0	55.0	55.0
Total Split (%)	14.3%	14.3%	28.6%	28.6%	14.3%	14.3%	32.1%	57.1%	14.3%	39.3%	39.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead	Lead			Lag	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	None	C-Max	None	C-Max	C-Max
Act Effct Green (s)		34.0	34.0	34.0	14.0	14.0	33.2	85.2	7.5	54.8	54.8
Actuated g/C Ratio		0.24	0.24	0.24	0.10	0.10	0.24	0.61	0.05	0.39	0.39
v/c Ratio		0.96	0.17	0.58	0.25	0.92	0.85	0.45	0.27	0.76	0.54
Control Delay (s/veh)		99.0	43.2	8.1	63.3	105.5	61.9	17.5	69.8	46.1	11.3
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)		99.0	43.2	8.1	63.3	105.5	61.9	17.5	69.8	46.1	11.3
LOS		F	D	A	E	F	E	B	E	D	B
Approach Delay (s/veh)			42.0			98.7		43.0		31.7	
Approach LOS			D			F		D		C	

Intersection Summary	
Cycle Length: 140	
Actuated Cycle Length: 140	
Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green	
Natural Cycle: 90	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.96	
Intersection Signal Delay (s/veh): 42.9	Intersection LOS: D
Intersection Capacity Utilization 82.9%	ICU Level of Service E
Analysis Period (min) 15	

Splits and Phases: 1: SR 211 & SR 347/Bayberry Dr

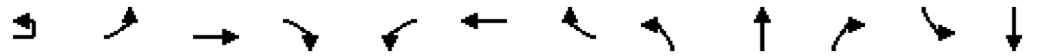




Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	217	77	369	33	173	672	495	26	539	428
v/c Ratio	0.96	0.17	0.58	0.25	0.92	0.85	0.45	0.27	0.76	0.54
Control Delay (s/veh)	99.0	43.2	8.1	63.3	105.5	61.9	17.5	69.8	46.1	11.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	99.0	43.2	8.1	63.3	105.5	61.9	17.5	69.8	46.1	11.3
Queue Length 50th (ft)	173	56	0	28	149	303	252	23	424	64
Queue Length 95th (ft)	#312	101	88	64	#296	346	346	55	#649	181
Internal Link Dist (ft)		1881			827		1407		3359	
Turn Bay Length (ft)						400		255		460
Base Capacity (vph)	225	448	632	134	188	929	1103	180	708	797
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.96	0.17	0.58	0.25	0.92	0.72	0.45	0.14	0.76	0.54

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (veh/h)	1	203	72	347	30	114	44	591	421	15	24	496
Future Volume (veh/h)	1	203	72	347	30	114	44	591	421	15	24	496
Initial Q (Qb), veh		0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00		1.00	1.00		1.00	1.00		1.00	1.00	
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No			No			No			No
Adj Sat Flow, veh/h/ln		1811	1856	1737	1900	1856	1900	1826	1841	1678	1900	1826
Adj Flow Rate, veh/h		216	77	369	33	125	48	672	478	0	26	539
Peak Hour Factor		0.94	0.94	0.94	0.91	0.91	0.91	0.88	0.88	0.88	0.92	0.92
Percent Heavy Veh, %		6	3	11	0	3	0	5	4	15	0	5
Cap, veh/h		227	451	357	147	128	49	747	1123		33	744
Arrive On Green		0.10	0.24	0.24	0.10	0.10	0.10	0.22	0.61	0.00	0.02	0.41
Sat Flow, veh/h		1725	1856	1472	959	1277	490	3374	1841	0	1810	1826
Grp Volume(v), veh/h		216	77	369	33	0	173	672	478	0	26	539
Grp Sat Flow(s),veh/h/ln		1725	1856	1472	959	0	1767	1687	1841	0	1810	1826
Q Serve(g_s), s		14.0	4.6	34.0	4.5	0.0	13.7	27.1	19.1	0.0	2.0	34.8
Cycle Q Clear(g_c), s		14.0	4.6	34.0	4.5	0.0	13.7	27.1	19.1	0.0	2.0	34.8
Prop In Lane		1.00		1.00	1.00		0.28	1.00		0.00	1.00	
Lane Grp Cap(c), veh/h		227	451	357	147	0	177	747	1123		33	744
V/C Ratio(X)		0.95	0.17	1.03	0.22	0.00	0.98	0.90	0.43		0.79	0.72
Avail Cap(c_a), veh/h		227	451	357	147	0	177	940	1123		181	744
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh		51.6	41.9	53.0	58.7	0.0	62.9	53.0	14.4	0.0	68.4	34.9
Incr Delay (d2), s/veh		46.6	0.2	56.1	0.8	0.0	61.3	9.9	1.2	0.0	32.4	6.1
Initial Q Delay(d3), s/veh		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		9.6	2.1	17.8	1.1	0.0	9.2	12.2	7.9	0.0	1.2	16.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh		98.2	42.0	109.1	59.5	0.0	124.1	62.9	15.5	0.0	100.9	41.0
LnGrp LOS		F	D	F	E		F	E	B		F	D
Approach Vol, veh/h			662			206			1150			565
Approach Delay, s/veh			97.8			113.8			43.2			43.7
Approach LOS			F			F			D			D

Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	37.0	63.0	20.0	20.0	8.6	91.4		40.0				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	39.0	49.0	14.0	14.0	14.0	74.0		34.0				
Max Q Clear Time (g_c+I1), s	29.1	36.8	16.0	15.7	4.0	21.1		36.0				
Green Ext Time (p_c), s	1.9	2.5	0.0	0.0	0.0	3.0		0.0				

Intersection Summary	
HCM 7th Control Delay, s/veh	62.9
HCM 7th LOS	E

Notes

User approved ignoring U-Turning movement.

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

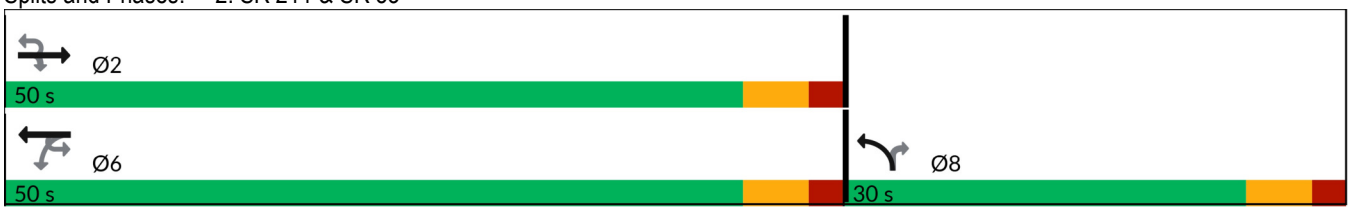


Movement	SBR
Lane Configurations	
Traffic Volume (veh/h)	394
Future Volume (veh/h)	394
Initial Q (Qb), veh	0
Lane Width Adj.	1.00
Ped-Bike Adj(A_pbT)	1.00
Parking Bus, Adj	1.00
Work Zone On Approach	
Adj Sat Flow, veh/h/ln	1826
Adj Flow Rate, veh/h	0
Peak Hour Factor	0.92
Percent Heavy Veh, %	5
Cap, veh/h	
Arrive On Green	0.00
Sat Flow, veh/h	1547
Grp Volume(v), veh/h	0
Grp Sat Flow(s),veh/h/ln	1547
Q Serve(g_s), s	0.0
Cycle Q Clear(g_c), s	0.0
Prop In Lane	1.00
Lane Grp Cap(c), veh/h	
V/C Ratio(X)	
Avail Cap(c_a), veh/h	
HCM Platoon Ratio	1.00
Upstream Filter(I)	0.00
Uniform Delay (d), s/veh	0.0
Incr Delay (d2), s/veh	0.0
Initial Q Delay(d3), s/veh	0.0
%ile BackOfQ(50%),veh/ln	0.0
Unsig. Movement Delay, s/veh	
LnGrp Delay(d), s/veh	0.0
LnGrp LOS	
Approach Vol, veh/h	
Approach Delay, s/veh	
Approach LOS	
Timer - Assigned Phs	

Lane Group	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (vph)	2	483	437	1	154	1006	456	57
Future Volume (vph)	2	483	437	1	154	1006	456	57
Turn Type	Perm	NA	Perm	Perm	Perm	NA	Prot	Perm
Protected Phases		2				6	8	
Permitted Phases	2		2	6	6			8
Detector Phase	2	2	2	6	6	6	8	8
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Total Split (s)	50.0	50.0	50.0	50.0	50.0	50.0	30.0	30.0
Total Split (%)	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	37.5%	37.5%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0		6.0	6.0	6.0	6.0
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Min	Min	Min	Min	Min	Min	None	None
Act Effct Green (s)	24.1	24.1	24.1		24.1	24.1	13.1	13.1
Actuated g/C Ratio	0.48	0.48	0.48		0.48	0.48	0.26	0.26
v/c Ratio	0.01	0.35	0.52		0.43	0.64	0.55	0.15
Control Delay (s/veh)	7.5	8.7	3.0		13.0	11.6	19.5	6.6
Queue Delay	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.5	8.7	3.0		13.0	11.6	19.5	6.6
LOS	A	A	A		B	B	B	A
Approach Delay (s/veh)		6.0				11.8	18.1	
Approach LOS		A				B	B	

Intersection Summary	
Cycle Length: 80	
Actuated Cycle Length: 49.8	
Natural Cycle: 50	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.64	
Intersection Signal Delay (s/veh): 10.8	Intersection LOS: B
Intersection Capacity Utilization 60.0%	ICU Level of Service B
Analysis Period (min) 15	

Splits and Phases: 2: SR 211 & SR 53





Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Group Flow (vph)	2	568	514	161	1048	490	61
v/c Ratio	0.01	0.35	0.52	0.43	0.64	0.55	0.15
Control Delay (s/veh)	7.5	8.7	3.0	13.0	11.6	19.5	6.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.5	8.7	3.0	13.0	11.6	19.5	6.6
Queue Length 50th (ft)	0	46	0	26	102	60	0
Queue Length 95th (ft)	3	86	30	79	195	130	25
Internal Link Dist (ft)		2207			2068	4517	
Turn Bay Length (ft)	290		180	190		260	860
Base Capacity (vph)	357	2940	1381	673	2968	1725	724
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.01	0.19	0.37	0.24	0.35	0.28	0.08

Intersection Summary

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	483	437	1	154	1006	456	57
Future Volume (veh/h)	2	483	437	1	154	1006	456	57
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1796	1796		1781	1811	1856	1633
Adj Flow Rate, veh/h		568	514		160	1048	490	61
Peak Hour Factor		0.85	0.85		0.96	0.96	0.93	0.93
Percent Heavy Veh, %		7	7		8	6	3	18
Cap, veh/h		1928	860		376	1944	700	283
Arrive On Green		0.57	0.57		0.57	0.57	0.20	0.20
Sat Flow, veh/h		3503	1522		497	3532	3428	1384
Grp Volume(v), veh/h		568	514		160	1048	490	61
Grp Sat Flow(s),veh/h/ln		1706	1522		497	1721	1714	1384
Q Serve(g_s), s		4.5	11.5		12.9	9.9	6.9	1.9
Cycle Q Clear(g_c), s		4.5	11.5		17.4	9.9	6.9	1.9
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1928	860		376	1944	700	283
V/C Ratio(X)		0.29	0.60		0.43	0.54	0.70	0.22
Avail Cap(c_a), veh/h		2888	1288		516	2912	1583	639
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		5.9	7.4		10.4	7.1	19.2	17.2
Incr Delay (d2), s/veh		0.1	0.7		0.8	0.2	1.3	0.4
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		1.0	2.3		1.0	2.1	2.4	0.5
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		6.0	8.1		11.2	7.3	20.5	17.6
LnGrp LOS		A	A		B	A	C	B
Approach Vol, veh/h		1082				1208	551	
Approach Delay, s/veh		7.0				7.8	20.2	
Approach LOS		A				A	C	

Timer - Assigned Phs	2					6		8
Phs Duration (G+Y+Rc), s	35.4					35.4		16.6
Change Period (Y+Rc), s	6.0					6.0		6.0
Max Green Setting (Gmax), s	44.0					44.0		24.0
Max Q Clear Time (g_c+I1), s	13.5					19.4		8.9
Green Ext Time (p_c), s	6.0					10.0		1.7

Intersection Summary	
HCM 7th Control Delay, s/veh	9.9
HCM 7th LOS	A

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	0	5	0	0	0	2	476	0	0	683	2
Future Vol, veh/h	5	0	5	0	0	0	2	476	0	0	683	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	-	-	-	-	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	83	83	92	92	92
Heavy Vehicles, %	2	2	2	4	2	8	2	5	5	9	6	2
Mvmt Flow	5	0	5	0	0	0	2	573	0	0	742	2

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1320	1320	742	1320	1322	573	745	0	0	573	0	0
Stage 1	742	742	-	578	578	-	-	-	-	-	-	-
Stage 2	578	578	-	742	745	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.14	6.52	6.28	4.12	-	-	4.19	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.536	4.018	3.372	2.218	-	-	2.281	-	-
Pot Cap-1 Maneuver	134	157	415	132	156	507	863	-	-	966	-	-
Stage 1	407	422	-	498	501	-	-	-	-	-	-	-
Stage 2	501	501	-	404	421	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	133	156	415	130	156	507	863	-	-	966	-	-
Mov Cap-2 Maneuver	133	156	-	130	156	-	-	-	-	-	-	-
Stage 1	407	422	-	496	499	-	-	-	-	-	-	-
Stage 2	500	499	-	399	421	-	-	-	-	-	-	-

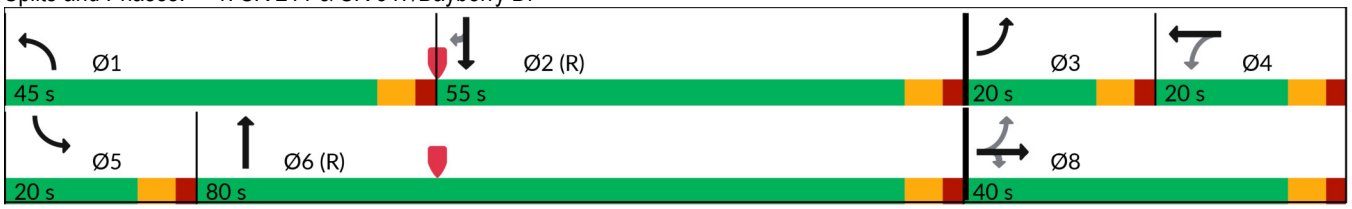
Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	23.85	0	0.03	0
HCM LOS	C	A		

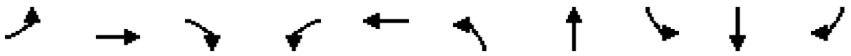
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	7	-	-	202	-	-	966	-	-
HCM Lane V/C Ratio	0.003	-	-	0.054	-	-	-	-	-
HCM Ctrl Dly (s/v)	9.2	0	-	23.8	0	0	0	-	-
HCM Lane LOS	A	A	-	C	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	-	-	0	-	-

Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	350	147	623	52	100	411	512	30	488	279
Future Volume (vph)	350	147	623	52	100	411	512	30	488	279
Turn Type	pm+pt	NA	Perm	Perm	NA	Prot	NA	Prot	NA	Perm
Protected Phases	3	8			4	1	6	5	2	
Permitted Phases	8		8	4						2
Detector Phase	3	8	8	4	4	1	6	5	2	2
Switch Phase										
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Split (s)	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total Split (s)	20.0	40.0	40.0	20.0	20.0	45.0	80.0	20.0	55.0	55.0
Total Split (%)	14.3%	28.6%	28.6%	14.3%	14.3%	32.1%	57.1%	14.3%	39.3%	39.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead			Lag	Lag	Lead	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	C-Max	None	C-Max	C-Max
Act Effct Green (s)	33.3	33.3	33.3	13.3	13.3	25.0	85.5	8.0	63.7	63.7
Actuated g/C Ratio	0.24	0.24	0.24	0.10	0.10	0.18	0.61	0.06	0.46	0.46
v/c Ratio	1.54	0.36	0.89	0.48	0.80	0.79	0.54	0.32	0.64	0.35
Control Delay (s/veh)	297.8	46.9	25.5	73.8	88.8	64.6	19.6	70.7	35.0	3.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	297.8	46.9	25.5	73.8	88.8	64.6	19.6	70.7	35.0	3.8
LOS	F	D	C	E	F	E	B	E	D	A
Approach Delay (s/veh)		113.3			84.5		39.3		25.5	
Approach LOS		F			F		D		C	

Intersection Summary	
Cycle Length: 140	
Actuated Cycle Length: 140	
Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green	
Natural Cycle: 90	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 1.54	
Intersection Signal Delay (s/veh): 64.9	Intersection LOS: E
Intersection Capacity Utilization 83.9%	ICU Level of Service E
Analysis Period (min) 15	

Splits and Phases: 1: SR 211 & SR 347/Bayberry Dr



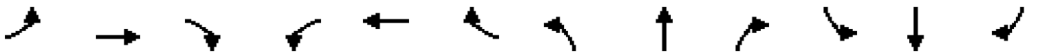


Lane Group	EBL	EBT	EBR	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	372	156	663	57	143	467	601	33	530	303
v/c Ratio	1.54	0.36	0.89	0.48	0.80	0.79	0.54	0.32	0.64	0.35
Control Delay (s/veh)	297.8	46.9	25.5	73.8	88.8	64.6	19.6	70.7	35.0	3.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	297.8	46.9	25.5	73.8	88.8	64.6	19.6	70.7	35.0	3.8
Queue Length 50th (ft)	~400	118	132	50	121	211	336	29	369	0
Queue Length 95th (ft)	#603	186	#394	99	#230	253	457	65	541	57
Internal Link Dist (ft)		1881			827		1407		3359	
Turn Bay Length (ft)						400		255		460
Base Capacity (vph)	241	448	753	125	187	929	1108	180	824	865
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	1.54	0.35	0.88	0.46	0.76	0.50	0.54	0.18	0.64	0.35

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	350	147	623	52	100	30	411	512	17	30	488	279
Future Volume (veh/h)	350	147	623	52	100	30	411	512	17	30	488	279
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1811	1856	1737	1900	1856	1900	1826	1841	1678	1900	1826	1826
Adj Flow Rate, veh/h	372	156	663	57	110	33	467	582	0	33	530	0
Peak Hour Factor	0.94	0.94	0.94	0.91	0.91	0.91	0.88	0.88	0.88	0.92	0.92	0.92
Percent Heavy Veh, %	6	3	11	0	3	0	5	4	15	0	5	5
Cap, veh/h	250	451	357	119	137	41	540	1114		43	855	
Arrive On Green	0.10	0.24	0.24	0.10	0.10	0.10	0.16	0.61	0.00	0.02	0.47	0.00
Sat Flow, veh/h	1725	1856	1472	678	1370	411	3374	1841	0	1810	1826	1547
Grp Volume(v), veh/h	372	156	663	57	0	143	467	582	0	33	530	0
Grp Sat Flow(s),veh/h/ln	1725	1856	1472	678	0	1782	1687	1841	0	1810	1826	1547
Q Serve(g_s), s	14.0	9.7	34.0	11.6	0.0	11.0	18.9	25.6	0.0	2.5	30.4	0.0
Cycle Q Clear(g_c), s	14.0	9.7	34.0	11.6	0.0	11.0	18.9	25.6	0.0	2.5	30.4	0.0
Prop In Lane	1.00		1.00	1.00		0.23	1.00		0.00	1.00		1.00
Lane Grp Cap(c), veh/h	250	451	357	119	0	178	540	1114		43	855	
V/C Ratio(X)	1.49	0.35	1.85	0.48	0.00	0.80	0.86	0.52		0.77	0.62	
Avail Cap(c_a), veh/h	250	451	357	119	0	178	940	1114		181	855	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	54.0	43.8	53.0	61.9	0.0	61.6	57.3	16.0	0.0	68.0	27.9	0.0
Incr Delay (d2), s/veh	240.3	0.5	395.2	2.9	0.0	22.6	4.3	1.8	0.0	25.1	3.4	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	18.8	4.5	51.5	2.1	0.0	6.1	8.2	10.6	0.0	1.5	13.6	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	294.2	44.3	448.2	64.9	0.0	84.3	61.6	17.7	0.0	93.0	31.2	0.0
LnGrp LOS	F	D	F	E		F	E	B		F	C	
Approach Vol, veh/h		1191			200			1049			563	
Approach Delay, s/veh		347.2			78.7			37.3			34.9	
Approach LOS		F			E			D			C	

Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	28.4	71.6	20.0	20.0	9.3	90.7		40.0				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	39.0	49.0	14.0	14.0	14.0	74.0		34.0				
Max Q Clear Time (g_c+I1), s	20.9	32.4	16.0	13.6	4.5	27.6		36.0				
Green Ext Time (p_c), s	1.5	2.8	0.0	0.1	0.0	3.9		0.0				

Intersection Summary	
HCM 7th Control Delay, s/veh	162.5
HCM 7th LOS	F

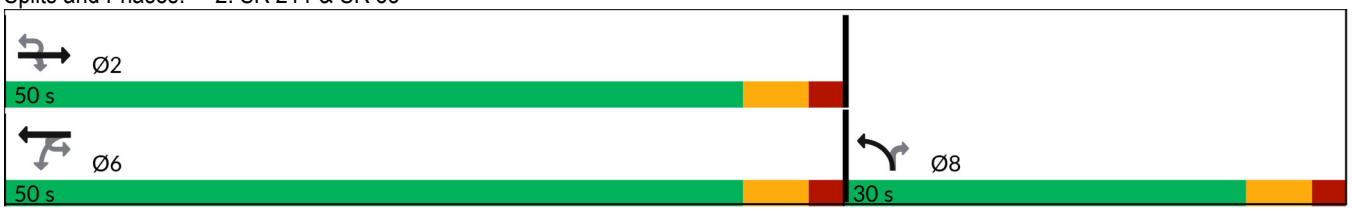
Notes

Unsignalized Delay for [NBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Lane Group	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (vph)	2	986	420	1	89	736	463	150
Future Volume (vph)	2	986	420	1	89	736	463	150
Turn Type	Perm	NA	Perm	Perm	Perm	NA	Prot	Perm
Protected Phases		2				6	8	
Permitted Phases	2		2	6	6			8
Detector Phase	2	2	2	6	6	6	8	8
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Total Split (s)	50.0	50.0	50.0	50.0	50.0	50.0	30.0	30.0
Total Split (%)	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	37.5%	37.5%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0		6.0	6.0	6.0	6.0
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Min	Min	Min	Min	Min	Min	None	None
Act Effct Green (s)	30.9	30.9	30.9		30.9	30.9	14.6	14.6
Actuated g/C Ratio	0.53	0.53	0.53		0.53	0.53	0.25	0.25
v/c Ratio	0.01	0.65	0.48		0.55	0.42	0.59	0.41
Control Delay (s/veh)	7.0	11.7	2.6		24.0	9.1	23.5	16.8
Queue Delay	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.0	11.7	2.6		24.0	9.1	23.5	16.8
LOS	A	B	A		C	A	C	B
Approach Delay (s/veh)		9.0				10.7	21.9	
Approach LOS		A				B	C	

Intersection Summary	
Cycle Length: 80	
Actuated Cycle Length: 58.2	
Natural Cycle: 60	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.65	
Intersection Signal Delay (s/veh): 12.1	Intersection LOS: B
Intersection Capacity Utilization 60.5%	ICU Level of Service B
Analysis Period (min) 15	

Splits and Phases: 2: SR 211 & SR 53





Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Group Flow (vph)	2	1160	494	94	767	498	161
v/c Ratio	0.01	0.65	0.48	0.55	0.42	0.59	0.41
Control Delay (s/veh)	7.0	11.7	2.6	24.0	9.1	23.5	16.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.0	11.7	2.6	24.0	9.1	23.5	16.8
Queue Length 50th (ft)	0	129	0	18	72	77	27
Queue Length 95th (ft)	3	214	29	80	135	150	87
Internal Link Dist (ft)		2207			2068	4517	
Turn Bay Length (ft)	290		180	190		260	860
Base Capacity (vph)	503	2621	1282	251	2646	1484	634
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.00	0.44	0.39	0.37	0.29	0.34	0.25

Intersection Summary

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	986	420	1	89	736	463	150
Future Volume (veh/h)	2	986	420	1	89	736	463	150
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1796	1796		1781	1811	1856	1633
Adj Flow Rate, veh/h		1160	494		93	767	498	161
Peak Hour Factor		0.85	0.85		0.96	0.96	0.93	0.93
Percent Heavy Veh, %		7	7		8	6	3	18
Cap, veh/h		2067	922		232	2085	688	278
Arrive On Green		0.61	0.61		0.61	0.61	0.20	0.20
Sat Flow, veh/h		3503	1522		287	3532	3428	1384
Grp Volume(v), veh/h		1160	494		93	767	498	161
Grp Sat Flow(s),veh/h/ln		1706	1522		287	1721	1714	1384
Q Serve(g_s), s		12.6	11.7		17.7	7.0	8.4	6.5
Cycle Q Clear(g_c), s		12.6	11.7		30.3	7.0	8.4	6.5
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		2067	922		232	2085	688	278
V/C Ratio(X)		0.56	0.54		0.40	0.37	0.72	0.58
Avail Cap(c_a), veh/h		2424	1081		262	2444	1328	536
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		7.3	7.1		16.3	6.2	23.2	22.4
Incr Delay (d2), s/veh		0.2	0.5		1.1	0.1	1.5	1.9
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		2.9	2.5		1.0	1.6	3.1	2.0
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		7.5	7.6		17.5	6.3	24.6	24.3
LnGrp LOS		A	A		B	A	C	C
Approach Vol, veh/h		1654				860	659	
Approach Delay, s/veh		7.6				7.5	24.6	
Approach LOS		A				A	C	

Timer - Assigned Phs	2					6		8
Phs Duration (G+Y+Rc), s	43.5					43.5		18.4
Change Period (Y+Rc), s	6.0					6.0		6.0
Max Green Setting (Gmax), s	44.0					44.0		24.0
Max Q Clear Time (g_c+I1), s	14.6					32.3		10.4
Green Ext Time (p_c), s	11.8					5.2		2.0

Intersection Summary	
HCM 7th Control Delay, s/veh	11.1
HCM 7th LOS	B

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	4	0	4	0	0	0	5	616	0	0	473	5
Future Vol, veh/h	4	0	4	0	0	0	5	616	0	0	473	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	-	-	-	-	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	83	83	92	92	92
Heavy Vehicles, %	2	2	2	4	2	8	2	5	5	9	6	2
Mvmt Flow	4	0	4	0	0	0	5	742	0	0	514	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1267	1267	514	1267	1273	742	520	0	0	742	0	0
Stage 1	514	514	-	753	753	-	-	-	-	-	-	-
Stage 2	753	753	-	514	520	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.14	6.52	6.28	4.12	-	-	4.19	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.14	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.536	4.018	3.372	2.218	-	-	2.281	-	-
Pot Cap-1 Maneuver	146	169	560	144	167	406	1047	-	-	834	-	-
Stage 1	543	535	-	399	417	-	-	-	-	-	-	-
Stage 2	402	417	-	540	532	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	144	167	560	142	166	406	1047	-	-	834	-	-
Mov Cap-2 Maneuver	144	167	-	142	166	-	-	-	-	-	-	-
Stage 1	543	535	-	395	414	-	-	-	-	-	-	-
Stage 2	398	414	-	535	532	-	-	-	-	-	-	-

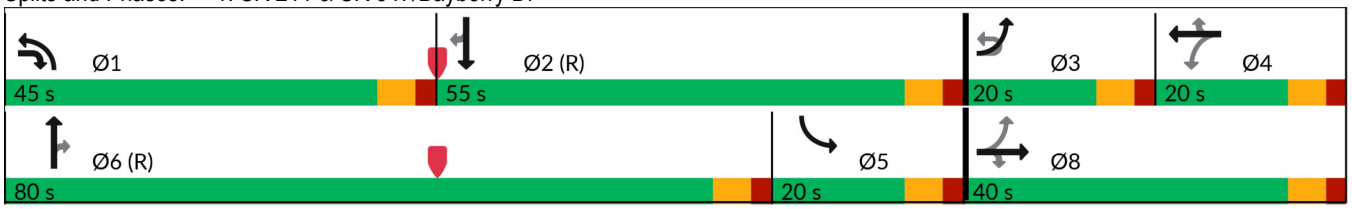
Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	21.3	0	0.06	0
HCM LOS	C	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	13	-	-	229	-	-	834	-	-
HCM Lane V/C Ratio	0.005	-	-	0.038	-	-	-	-	-
HCM Ctrl Dly (s/v)	8.5	0	-	21.3	0	0	0	-	-
HCM Lane LOS	A	A	-	C	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	-	-	0	-	-

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	1	267	72	347	30	114	44	591	512	15	24	590
Future Volume (vph)	1	267	72	347	30	114	44	591	512	15	24	590
Turn Type	custom	pm+pt	NA	pm+ov	Perm	NA	Perm	Prot	NA	Perm	Prot	NA
Protected Phases		3	8	1		4		1	6		5	2
Permitted Phases	3	8		8	4		4			6		
Detector Phase	3	3	8	1	4	4	4	1	6	6	5	2
Switch Phase												
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Split (s)	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total Split (s)	20.0	20.0	40.0	45.0	20.0	20.0	20.0	45.0	80.0	80.0	20.0	55.0
Total Split (%)	14.3%	14.3%	28.6%	32.1%	14.3%	14.3%	14.3%	32.1%	57.1%	57.1%	14.3%	39.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead	Lead		Lead	Lag	Lag	Lag	Lead	Lead	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	None	None	C-Max	C-Max	None	C-Max
Act Effct Green (s)		32.4	32.4	72.2	12.9	12.9	12.9	33.7	83.6	83.6	10.8	55.8
Actuated g/C Ratio		0.23	0.23	0.52	0.09	0.09	0.09	0.24	0.60	0.60	0.08	0.40
v/c Ratio		0.60	0.18	0.26	0.27	0.74	0.16	0.84	0.28	0.02	0.19	0.47
Control Delay (s/veh)		50.5	43.7	9.6	64.3	86.7	1.2	60.2	15.7	0.1	61.7	33.7
Queue Delay		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)		50.5	43.7	9.6	64.3	86.7	1.2	60.2	15.7	0.1	61.7	33.7
LOS		D	D	A	E	F	A	E	B	A	E	C
Approach Delay (s/veh)			29.1			63.2			39.1			27.7
Approach LOS			C			E			D			C

Intersection Summary	
Cycle Length: 140	
Actuated Cycle Length: 140	
Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green	
Natural Cycle: 65	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.84	
Intersection Signal Delay (s/veh): 34.4	Intersection LOS: C
Intersection Capacity Utilization 74.8%	ICU Level of Service D
Analysis Period (min) 15	

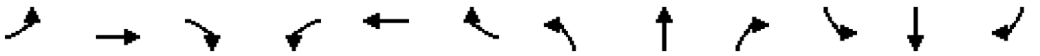
Splits and Phases: 1: SR 211 & SR 347/Bayberry Dr





Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	462
Future Volume (vph)	462
Turn Type	Perm
Protected Phases	
Permitted Phases	2
Detector Phase	2
Switch Phase	
Minimum Initial (s)	4.0
Minimum Split (s)	10.0
Total Split (s)	55.0
Total Split (%)	39.3%
Yellow Time (s)	4.0
All-Red Time (s)	2.0
Lost Time Adjust (s)	0.0
Total Lost Time (s)	6.0
Lead/Lag	Lag
Lead-Lag Optimize?	Yes
Recall Mode	C-Max
Act Effct Green (s)	55.8
Actuated g/C Ratio	0.40
v/c Ratio	0.64
Control Delay (s/veh)	18.3
Queue Delay	0.0
Total Delay (s/veh)	18.3
LOS	B
Approach Delay (s/veh)	
Approach LOS	

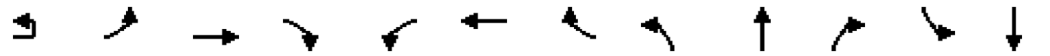
Intersection Summary



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	285	77	369	33	125	48	672	582	17	26	641	502
v/c Ratio	0.60	0.18	0.26	0.27	0.74	0.16	0.84	0.28	0.02	0.19	0.47	0.64
Control Delay (s/veh)	50.5	43.7	9.6	64.3	86.7	1.2	60.2	15.7	0.1	61.7	33.7	18.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	50.5	43.7	9.6	64.3	86.7	1.2	60.2	15.7	0.1	61.7	33.7	18.3
Queue Length 50th (ft)	111	56	51	28	112	0	300	153	0	22	231	153
Queue Length 95th (ft)	155	101	77	64	#196	0	346	188	0	54	306	301
Internal Link Dist (ft)		1881			827			1407			3359	
Turn Bay Length (ft)	360		390			100	610		330	590		405
Base Capacity (vph)	484	448	1491	134	184	309	929	2072	885	180	1371	790
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.59	0.17	0.25	0.25	0.68	0.16	0.72	0.28	0.02	0.14	0.47	0.64

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (veh/h)	1	267	72	347	30	114	44	591	512	15	24	590
Future Volume (veh/h)	1	267	72	347	30	114	44	591	512	15	24	590
Initial Q (Qb), veh		0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00		1.00	1.00		1.00	1.00		1.00	1.00	
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No			No			No			No
Adj Sat Flow, veh/h/ln		1811	1856	1737	1900	1856	1900	1826	1841	1678	1900	1826
Adj Flow Rate, veh/h		284	77	369	33	125	48	672	582	0	26	641
Peak Hour Factor		0.94	0.94	0.94	0.91	0.91	0.91	0.88	0.88	0.88	0.92	0.92
Percent Heavy Veh, %		6	3	11	0	3	0	5	4	15	0	5
Cap, veh/h		443	401	1133	130	153	132	747	1849		230	1507
Arrive On Green		0.09	0.22	0.22	0.08	0.08	0.08	0.22	0.53	0.00	0.13	0.43
Sat Flow, veh/h		3346	1856	2591	959	1856	1610	3374	3497	1422	1810	3469
Grp Volume(v), veh/h		284	77	369	33	125	48	672	582	0	26	641
Grp Sat Flow(s),veh/h/ln		1673	1856	1295	959	1856	1610	1687	1749	1422	1810	1735
Q Serve(g_s), s		10.6	4.8	13.1	4.6	9.3	3.0	27.1	13.2	0.0	1.8	18.0
Cycle Q Clear(g_c), s		10.6	4.8	13.1	4.6	9.3	3.0	27.1	13.2	0.0	1.8	18.0
Prop In Lane		1.00		1.00	1.00		1.00	1.00		1.00	1.00	
Lane Grp Cap(c), veh/h		443	401	1133	130	153	132	747	1849		230	1507
V/C Ratio(X)		0.64	0.19	0.33	0.25	0.82	0.36	0.90	0.31		0.11	0.43
Avail Cap(c_a), veh/h		474	451	1203	147	186	161	940	1849		230	1507
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00
Uniform Delay (d), s/veh		51.0	44.9	25.9	61.1	63.2	35.9	53.0	18.7	0.0	54.1	27.5
Incr Delay (d2), s/veh		2.7	0.2	0.2	1.0	20.7	1.7	9.9	0.4	0.0	0.2	0.9
Initial Q Delay(d3), s/veh		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		4.5	2.2	4.0	1.2	5.3	1.6	12.2	5.3	0.0	0.8	7.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh		53.7	45.1	26.0	62.1	83.9	37.5	62.9	19.1	0.0	54.3	28.4
LnGrp LOS		D	D	C	E	F	D	E	B		D	C
Approach Vol, veh/h			730			206			1254			1169
Approach Delay, s/veh			38.8			69.6			42.6			34.2
Approach LOS			D			E			D			C

Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	37.0	66.8	18.7	17.5	23.8	80.0		36.2				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	39.0	49.0	14.0	14.0	14.0	74.0		34.0				
Max Q Clear Time (g_c+I1), s	29.1	40.0	12.6	11.3	3.8	15.2		15.1				
Green Ext Time (p_c), s	1.9	3.9	0.1	0.2	0.0	4.0		1.7				

Intersection Summary	
HCM 7th Control Delay, s/veh	40.5
HCM 7th LOS	D

Notes

User approved ignoring U-Turning movement.

Unsignalized Delay for [NBR] is excluded from calculations of the approach delay and intersection delay.

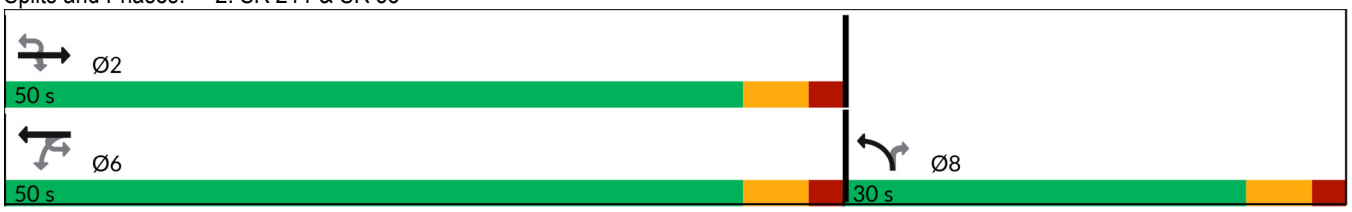


Movement	SBR
Lane Configurations	
Traffic Volume (veh/h)	462
Future Volume (veh/h)	462
Initial Q (Qb), veh	0
Lane Width Adj.	1.00
Ped-Bike Adj(A_pbT)	1.00
Parking Bus, Adj	1.00
Work Zone On Approach	
Adj Sat Flow, veh/h/ln	1826
Adj Flow Rate, veh/h	502
Peak Hour Factor	0.92
Percent Heavy Veh, %	5
Cap, veh/h	672
Arrive On Green	0.43
Sat Flow, veh/h	1547
Grp Volume(v), veh/h	502
Grp Sat Flow(s),veh/h/ln	1547
Q Serve(g_s), s	38.0
Cycle Q Clear(g_c), s	38.0
Prop In Lane	1.00
Lane Grp Cap(c), veh/h	672
V/C Ratio(X)	0.75
Avail Cap(c_a), veh/h	672
HCM Platoon Ratio	1.00
Upstream Filter(I)	1.00
Uniform Delay (d), s/veh	33.2
Incr Delay (d2), s/veh	7.4
Initial Q Delay(d3), s/veh	0.0
%ile BackOfQ(50%),veh/ln	15.1
Unsig. Movement Delay, s/veh	
LnGrp Delay(d), s/veh	40.6
LnGrp LOS	D
Approach Vol, veh/h	
Approach Delay, s/veh	
Approach LOS	
Timer - Assigned Phs	

Lane Group	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (vph)	2	483	515	1	184	1006	538	87
Future Volume (vph)	2	483	515	1	184	1006	538	87
Turn Type	Perm	NA	Perm	Perm	Perm	NA	Prot	Perm
Protected Phases		2				6	8	
Permitted Phases	2		2	6	6			8
Detector Phase	2	2	2	6	6	6	8	8
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Total Split (s)	50.0	50.0	50.0	50.0	50.0	50.0	30.0	30.0
Total Split (%)	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	37.5%	37.5%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0		6.0	6.0	6.0	6.0
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Min	Min	Min	Min	Min	Min	None	None
Act Effct Green (s)	26.2	26.2	26.2		26.2	26.2	15.2	15.2
Actuated g/C Ratio	0.48	0.48	0.48		0.48	0.48	0.28	0.28
v/c Ratio	0.01	0.35	0.58		0.52	0.64	0.61	0.21
Control Delay (s/veh)	8.0	9.4	3.4		15.9	12.5	21.2	6.2
Queue Delay	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.0	9.4	3.4		15.9	12.5	21.2	6.2
LOS	A	A	A		B	B	C	A
Approach Delay (s/veh)		6.3				13.0	19.1	
Approach LOS		A				B	B	

Intersection Summary		
Cycle Length: 80		
Actuated Cycle Length: 54.2		
Natural Cycle: 55		
Control Type: Actuated-Uncoordinated		
Maximum v/c Ratio: 0.64		
Intersection Signal Delay (s/veh): 11.8	Intersection LOS: B	
Intersection Capacity Utilization 62.3%	ICU Level of Service B	
Analysis Period (min) 15		

Splits and Phases: 2: SR 211 & SR 53



Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Group Flow (vph)	2	568	606	193	1048	578	94
v/c Ratio	0.01	0.35	0.58	0.52	0.64	0.61	0.21
Control Delay (s/veh)	8.0	9.4	3.4	15.9	12.5	21.2	6.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.0	9.4	3.4	15.9	12.5	21.2	6.2
Queue Length 50th (ft)	0	50	0	36	111	76	0
Queue Length 95th (ft)	3	97	32	109	219	171	32
Internal Link Dist (ft)		2207			2068	4517	
Turn Bay Length (ft)	290		180	190		260	
Base Capacity (vph)	330	2794	1353	640	2821	1607	696
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.01	0.20	0.45	0.30	0.37	0.36	0.14

Intersection Summary

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	483	515	1	184	1006	538	87
Future Volume (veh/h)	2	483	515	1	184	1006	538	87
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1796	1796		1781	1811	1856	1633
Adj Flow Rate, veh/h		568	606		192	1048	578	94
Peak Hour Factor		0.85	0.85		0.96	0.96	0.93	0.93
Percent Heavy Veh, %		7	7		8	6	3	18
Cap, veh/h		2020	901		345	2036	755	305
Arrive On Green		0.59	0.59		0.59	0.59	0.22	0.22
Sat Flow, veh/h		3503	1522		455	3532	3428	1384
Grp Volume(v), veh/h		568	606		192	1048	578	94
Grp Sat Flow(s),veh/h/ln		1706	1522		455	1721	1714	1384
Q Serve(g_s), s		5.2	17.2		22.8	11.4	10.1	3.6
Cycle Q Clear(g_c), s		5.2	17.2		28.0	11.4	10.1	3.6
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		2020	901		345	2036	755	305
V/C Ratio(X)		0.28	0.67		0.56	0.51	0.77	0.31
Avail Cap(c_a), veh/h		2351	1049		389	2370	1288	520
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		6.4	8.8		13.2	7.7	23.4	20.8
Incr Delay (d2), s/veh		0.1	1.4		1.4	0.2	1.7	0.6
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		1.3	4.0		1.8	2.8	3.8	1.1
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		6.5	10.2		14.7	7.9	25.0	21.4
LnGrp LOS		A	B		B	A	C	C
Approach Vol, veh/h		1174				1240	672	
Approach Delay, s/veh		8.4				8.9	24.5	
Approach LOS		A				A	C	

Timer - Assigned Phs	2					6		8
Phs Duration (G+Y+Rc), s	43.8					43.8		20.1
Change Period (Y+Rc), s	6.0					6.0		6.0
Max Green Setting (Gmax), s	44.0					44.0		24.0
Max Q Clear Time (g_c+I1), s	19.2					30.0		12.1
Green Ext Time (p_c), s	6.3					7.8		2.0

Intersection Summary	
HCM 7th Control Delay, s/veh	12.1
HCM 7th LOS	B

Notes
User approved ignoring U-Turning movement.

Intersection	
Intersection Delay, s/veh	7.1
Intersection LOS	A

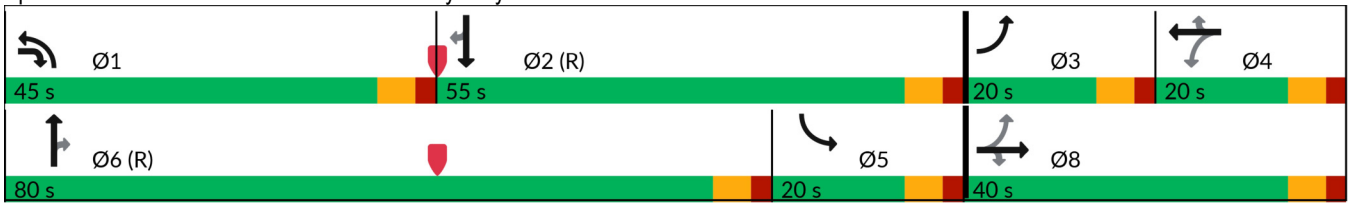
Approach	EB	WB	NB	SB
Entry Lanes	1	1	2	2
Conflicting Circle Lanes	2	2	2	2
Adj Approach Flow, veh/h	10	298	762	861
Demand Flow Rate, veh/h	10	315	800	917
Vehicles Circulating, veh/h	1098	609	133	185
Vehicles Exiting, veh/h	4	324	975	739
Ped Vol Crossing Leg, #/h	0	0	0	0
Ped Cap Adj	1.000	1.000	1.000	1.000
Approach Delay, s/veh	6.7	9.0	6.2	7.3
Approach LOS	A	A	A	A

Lane	Left	Left	Left	Right	Left	Right
Designated Moves	LTR	L	LT	TR	LT	TR
Assumed Moves	LTR	L	LT	TR	LT	TR
RT Channelized						
Lane Util	1.000	1.000	0.470	0.530	0.470	0.530
Follow-Up Headway, s	2.535	2.535	2.667	2.535	2.667	2.535
Critical Headway, s	4.328	4.328	4.645	4.328	4.645	4.328
A (Intercept)	1420	1420	1350	1420	1350	1420
B (Slope)	8.501e-4	8.501e-4	9.199e-4	8.501e-4	9.199e-4	8.501e-4
Entry Flow, veh/h	10	315	376	424	431	486
Cap Entry Lane, veh/h	558	846	1194	1268	1139	1213
Entry HV Adj Factor	1.000	0.946	0.953	0.953	0.939	0.939
Flow Entry, veh/h	10	298	358	404	405	457
Cap Entry, veh/h	558	801	1138	1209	1070	1140
V/C Ratio	0.018	0.372	0.315	0.334	0.379	0.401
Control Delay, s/veh	6.7	9.0	6.2	6.1	7.3	7.3
LOS	A	A	A	A	A	A
95th %tile Queue, veh	0	2	1	1	2	2

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	421	147	623	52	100	30	411	611	17	30	597	358
Future Volume (vph)	421	147	623	52	100	30	411	611	17	30	597	358
Turn Type	pm+pt	NA	pm+ov	Perm	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	3	8	1		4		1	6		5	2	
Permitted Phases	8		8	4		4			6			2
Detector Phase	3	8	1	4	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Split (s)	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total Split (s)	20.0	40.0	45.0	20.0	20.0	20.0	45.0	80.0	80.0	20.0	55.0	55.0
Total Split (%)	14.3%	28.6%	32.1%	14.3%	14.3%	14.3%	32.1%	57.1%	57.1%	14.3%	39.3%	39.3%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead		Lead	Lag	Lag	Lag	Lead	Lead	Lead	Lag	Lag	Lag
Lead-Lag Optimize?	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	None	None	None	None	None	C-Max	C-Max	None	C-Max	C-Max
Act Effct Green (s)	32.3	32.3	64.8	12.3	12.3	12.3	26.5	83.7	83.7	10.9	63.2	63.2
Actuated g/C Ratio	0.23	0.23	0.46	0.09	0.09	0.09	0.19	0.60	0.60	0.08	0.45	0.45
v/c Ratio	0.90	0.37	0.52	0.52	0.68	0.11	0.74	0.33	0.02	0.24	0.42	0.44
Control Delay (s/veh)	69.9	47.6	20.2	77.4	82.3	0.8	60.7	16.4	0.1	63.0	28.1	5.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	69.9	47.6	20.2	77.4	82.3	0.8	60.7	16.4	0.1	63.0	28.1	5.8
LOS	E	D	C	E	F	A	E	B	A	E	C	A
Approach Delay (s/veh)		41.2			67.5			33.6			21.1	
Approach LOS		D			E			C			C	

Intersection Summary	
Cycle Length: 140	
Actuated Cycle Length: 140	
Offset: 0 (0%), Referenced to phase 2:SBT and 6:NBT, Start of Green	
Natural Cycle: 60	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.90	
Intersection Signal Delay (s/veh): 34.4	Intersection LOS: C
Intersection Capacity Utilization 65.5%	ICU Level of Service C
Analysis Period (min) 15	

Splits and Phases: 1: SR 211 & SR 347/Bayberry Dr

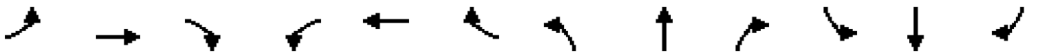




Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	448	156	663	57	110	33	467	694	19	33	649	389
v/c Ratio	0.90	0.37	0.52	0.52	0.68	0.11	0.74	0.33	0.02	0.24	0.42	0.44
Control Delay (s/veh)	69.9	47.6	20.2	77.4	82.3	0.8	60.7	16.4	0.1	63.0	28.1	5.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	69.9	47.6	20.2	77.4	82.3	0.8	60.7	16.4	0.1	63.0	28.1	5.8
Queue Length 50th (ft)	186	119	174	50	98	0	208	188	0	28	211	20
Queue Length 95th (ft)	#269	186	211	99	163	0	247	229	0	64	290	99
Internal Link Dist (ft)		1881			827			1407			3359	
Turn Bay Length (ft)	360		390			100	610		330	590		405
Base Capacity (vph)	500	448	1488	125	184	309	929	2074	886	180	1552	886
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.90	0.35	0.45	0.46	0.60	0.11	0.50	0.33	0.02	0.18	0.42	0.44

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	421	147	623	52	100	30	411	611	17	30	597	358
Future Volume (veh/h)	421	147	623	52	100	30	411	611	17	30	597	358
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1811	1856	1737	1900	1856	1900	1826	1841	1678	1900	1826	1826
Adj Flow Rate, veh/h	448	156	663	57	110	33	467	694	0	33	649	389
Peak Hour Factor	0.94	0.94	0.94	0.91	0.91	0.91	0.88	0.88	0.88	0.92	0.92	0.92
Percent Heavy Veh, %	6	3	11	0	3	0	5	4	15	0	5	5
Cap, veh/h	532	446	1037	117	181	157	540	1849		186	1634	729
Arrive On Green	0.10	0.24	0.24	0.10	0.10	0.10	0.16	0.53	0.00	0.10	0.47	0.47
Sat Flow, veh/h	3346	1856	2591	678	1856	1610	3374	3497	1422	1810	3469	1547
Grp Volume(v), veh/h	448	156	663	57	110	33	467	694	0	33	649	389
Grp Sat Flow(s),veh/h/ln	1673	1856	1295	678	1856	1610	1687	1749	1422	1810	1735	1547
Q Serve(g_s), s	14.0	9.8	28.9	11.6	8.0	2.1	18.9	16.3	0.0	2.3	17.0	24.9
Cycle Q Clear(g_c), s	14.0	9.8	28.9	11.6	8.0	2.1	18.9	16.3	0.0	2.3	17.0	24.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	532	446	1037	117	181	157	540	1849		186	1634	729
V/C Ratio(X)	0.84	0.35	0.64	0.49	0.61	0.21	0.86	0.38		0.18	0.40	0.53
Avail Cap(c_a), veh/h	532	451	1044	119	186	161	940	1849		186	1634	729
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	52.5	44.1	33.8	62.3	60.6	36.5	57.3	19.4	0.0	57.4	24.1	26.2
Incr Delay (d2), s/veh	11.6	0.5	1.3	3.1	5.4	0.7	4.3	0.6	0.0	0.5	0.7	2.8
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	4.5	9.0	2.1	4.1	1.1	8.2	6.5	0.0	1.1	7.0	9.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	64.1	44.6	35.1	65.3	66.1	37.1	61.6	20.0	0.0	57.9	24.8	29.0
LnGrp LOS	E	D	D	E	E	D	E	B		E	C	C
Approach Vol, veh/h		1267			200			1161			1071	
Approach Delay, s/veh		46.5			61.1			36.7			27.3	
Approach LOS		D			E			D			C	

Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	28.4	71.9	20.0	19.6	20.4	80.0		39.6				
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	39.0	49.0	14.0	14.0	14.0	74.0		34.0				
Max Q Clear Time (g_c+I1), s	20.9	26.9	16.0	13.6	4.3	18.3		30.9				
Green Ext Time (p_c), s	1.5	5.6	0.0	0.0	0.0	5.0		1.2				

Intersection Summary	
HCM 7th Control Delay, s/veh	38.7
HCM 7th LOS	D

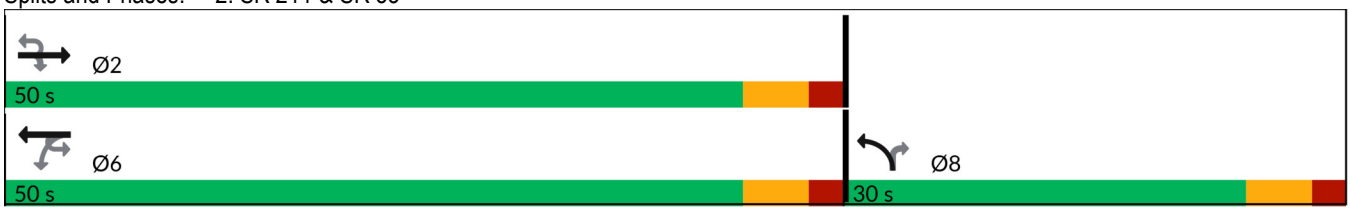
Notes

Unsignalized Delay for [NBR] is excluded from calculations of the approach delay and intersection delay.

Lane Group	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (vph)	2	986	507	1	122	736	559	186
Future Volume (vph)	2	986	507	1	122	736	559	186
Turn Type	Perm	NA	Perm	Perm	Perm	NA	Prot	Perm
Protected Phases		2				6	8	
Permitted Phases	2		2	6	6			8
Detector Phase	2	2	2	6	6	6	8	8
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0
Total Split (s)	50.0	50.0	50.0	50.0	50.0	50.0	30.0	30.0
Total Split (%)	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	37.5%	37.5%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	6.0		6.0	6.0	6.0	6.0
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Min	Min	Min	Min	Min	Min	None	None
Act Effct Green (s)	34.4	34.4	34.4		34.4	34.4	17.4	17.4
Actuated g/C Ratio	0.53	0.53	0.53		0.53	0.53	0.27	0.27
v/c Ratio	0.01	0.64	0.55		0.76	0.42	0.66	0.48
Control Delay (s/veh)	8.0	12.8	3.0		45.1	10.0	25.9	19.4
Queue Delay	0.0	0.0	0.0		0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.0	12.8	3.0		45.1	10.0	25.9	19.4
LOS	A	B	A		D	A	C	B
Approach Delay (s/veh)		9.5				15.0	24.3	
Approach LOS		A				B	C	

Intersection Summary	
Cycle Length: 80	
Actuated Cycle Length: 64.5	
Natural Cycle: 65	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.76	
Intersection Signal Delay (s/veh): 14.3	Intersection LOS: B
Intersection Capacity Utilization 65.0%	ICU Level of Service C
Analysis Period (min) 15	

Splits and Phases: 2: SR 211 & SR 53





Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Group Flow (vph)	2	1160	596	128	767	601	200
v/c Ratio	0.01	0.64	0.55	0.76	0.42	0.66	0.48
Control Delay (s/veh)	8.0	12.8	3.0	45.1	10.0	25.9	19.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.0	12.8	3.0	45.1	10.0	25.9	19.4
Queue Length 50th (ft)	0	160	0	37	90	118	47
Queue Length 95th (ft)	3	234	32	#149	147	182	112
Internal Link Dist (ft)		2207			2068	4517	
Turn Bay Length (ft)	290		180	190		260	
Base Capacity (vph)	456	2418	1250	227	2441	1343	580
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.00	0.48	0.48	0.56	0.31	0.45	0.34

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (veh/h)	2	986	507	1	122	736	559	186
Future Volume (veh/h)	2	986	507	1	122	736	559	186
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1796	1796		1781	1811	1856	1633
Adj Flow Rate, veh/h		1160	596		127	767	601	200
Peak Hour Factor		0.85	0.85		0.96	0.96	0.93	0.93
Percent Heavy Veh, %		7	7		8	6	3	18
Cap, veh/h		2082	929		206	2099	766	309
Arrive On Green		0.61	0.61		0.61	0.61	0.22	0.22
Sat Flow, veh/h		3503	1522		260	3532	3428	1384
Grp Volume(v), veh/h		1160	596		127	767	601	200
Grp Sat Flow(s),veh/h/ln		1706	1522		260	1721	1714	1384
Q Serve(g_s), s		14.5	18.1		29.5	8.1	11.9	9.5
Cycle Q Clear(g_c), s		14.5	18.1		44.0	8.1	11.9	9.5
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		2082	929		206	2099	766	309
V/C Ratio(X)		0.56	0.64		0.62	0.37	0.78	0.65
Avail Cap(c_a), veh/h		2082	929		206	2099	1141	461
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		8.3	9.0		23.7	7.1	26.4	25.4
Incr Delay (d2), s/veh		0.3	1.5		5.4	0.1	2.2	2.3
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		3.8	4.6		2.4	2.1	4.6	3.0
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		8.6	10.5		29.1	7.2	28.5	27.7
LnGrp LOS		A	B		C	A	C	C
Approach Vol, veh/h		1756				894	801	
Approach Delay, s/veh		9.3				10.3	28.3	
Approach LOS		A				B	C	

Timer - Assigned Phs	2					6		8
Phs Duration (G+Y+Rc), s	50.0					50.0		22.1
Change Period (Y+Rc), s	6.0					6.0		6.0
Max Green Setting (Gmax), s	44.0					44.0		24.0
Max Q Clear Time (g_c+I1), s	20.1					46.0		13.9
Green Ext Time (p_c), s	11.4					0.0		2.2

Intersection Summary	
HCM 7th Control Delay, s/veh	14.0
HCM 7th LOS	B

Notes
User approved ignoring U-Turning movement.

Intersection	
Intersection Delay, s/veh	8.0
Intersection LOS	A

Approach	EB	WB	NB	SB
Entry Lanes	1	1	2	2
Conflicting Circle Lanes	2	2	2	2
Adj Approach Flow, veh/h	8	347	952	649
Demand Flow Rate, veh/h	8	366	999	692
Vehicles Circulating, veh/h	899	788	146	217
Vehicles Exiting, veh/h	10	357	761	937
Ped Vol Crossing Leg, #/h	0	0	0	0
Ped Cap Adj	1.000	1.000	1.000	1.000
Approach Delay, s/veh	5.6	12.9	7.3	6.3
Approach LOS	A	B	A	A

Lane	Left	Left	Left	Right	Left	Right
Designated Moves	LTR	L	LT	TR	LT	TR
Assumed Moves	LTR	L	LT	TR	LT	TR
RT Channelized						
Lane Util	1.000	1.000	0.470	0.530	0.470	0.530
Follow-Up Headway, s	2.535	2.535	2.667	2.535	2.667	2.535
Critical Headway, s	4.328	4.328	4.645	4.328	4.645	4.328
A (Intercept)	1420	1420	1350	1420	1350	1420
B (Slope)	8.501e-4	8.501e-4	9.199e-4	8.501e-4	9.199e-4	8.501e-4
Entry Flow, veh/h	8	366	470	529	325	367
Cap Entry Lane, veh/h	661	727	1180	1254	1106	1181
Entry HV Adj Factor	1.000	0.948	0.952	0.954	0.939	0.937
Flow Entry, veh/h	8	347	447	505	305	344
Cap Entry, veh/h	661	689	1123	1196	1038	1107
V/C Ratio	0.012	0.504	0.398	0.422	0.294	0.311
Control Delay, s/veh	5.6	12.9	7.3	7.3	6.4	6.3
LOS	A	B	A	A	A	A
95th %tile Queue, veh	0	3	2	2	1	1

APPENDIX D:

TURN LANE EVALUATIONS

GDOT Turn Lane Evaluations

ID	Intersection	Movement / Turn Lane	Turn Volume	GDOT Criteria	GDOT Criteria met?	Personal Vehicle Distribution	Truck Distribution	Volume	Threshold
3	SR 211 & Site Driveway	SBL	1608 LT/Day	250 LT/Day	YES	40%	55%	1,608	250
		NBR	2237 RT/Day	75 RT/Day	YES	60%	45%	2,237	75
		NBR	58 LT/Day	250 LT/Day	NO	50%	0%	58	250

		TOTAL	IN	OUT
Personal Vehicles	**Daily**	**6,754**	**3,377**	**3,377**
	AM Peak Hour	503	245	258
	PM Peak Hour	558	263	295
Trucks	**Daily**	**936**	**468**	**468**
	AM Peak Hour	34	18	16
	PM Peak Hour	52	27	25

4.9.1.1 Minimum Requirements for Right Turn Deceleration Lanes

Right turn deceleration lanes must be constructed at no cost to the Department if the daily site generated Right Turn Volumes (RTV) based on ITE Trip Generation (assuming a reasonable distribution of entry volumes) meet or exceed the values shown in Table 4-6. Passing lane sections fall under the criteria for two or more lanes.

Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	AADT		AADT	
	< 6000	>=6000	<10000	>=10000
35 MPH or Less	200 RTV a day	100 RTV a day	200 RTV a day	100 RTV a day
40 to 50 MPH	150 RTV a day	75 RTV a day	150 RTV a day	75 RTV a day
55 to 60 MPH	100 RTV a day	50 RTV a day	100 RTV a day	50 RTV a day
>= 65 MPH	Always	Always	Always	Always

Table 4-6 Minimum Volumes Requiring Right Turn Lanes

Condition 1

LEFT TURN REQUIREMENTS-FULL CONSTRUCTION				
Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	ADT		ADT	
	<6,000	>=6,000	<10,000	>=10,000
35 MPH or Less	300 LTV a day	200 LTV a day	400 LTV a day	300 LTV a day
40 to 50 MPH	250 LTV a day	175 LTV a day	325 LTV a day	250 LTV a day
>= 55 MPH	200 LTV a day	150 LTV a day	250 LTV a day	200 LTV a day

APPENDIX E:

INTERSECTION CONTROL EVALUATION (ICE)

GDOT INTERSECTION CONTROL EVALUATION (ICE) TOOL

ICE Version 2.3| Revised 11/13/2023

GDOT PI#:	N/A	Request By:	GDOT		
County:	Hall	GDOT District: 1 - Gainesville			
Major Road:	SR 211	Road Class:	Minor Arterial	Speed Limit:	45 mph
Crossing Road:	Ridgemoor/Site	Road Class:	Local	Speed Limit:	< 35 mph
Major Rd Direction:	North/South	Area Type:	Suburb/Transition		
Intersection Control:	New Intersection or Other			Project ID:	N/A
Prepared By:	NV5			Date:	4/1/2025
Project Purpose:	Evaluate different intersection control for a new driveway for a Mixed-Use Development of Residential & Industrial				

Existing Data Year:	2025
Project Opening Year:	2030
Project Design Year:	2050
Annual Growth Rate:	2.4%
K Factor*:	10%

* K Factor = Proportion of average annual daily traffic occurring in the highest one hour of the day

APPROACH SPLITS:

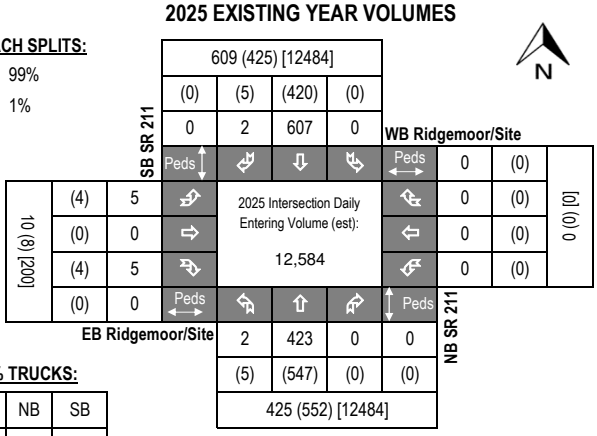
SR 211: 99%

Ridgemoor/Site: 1%

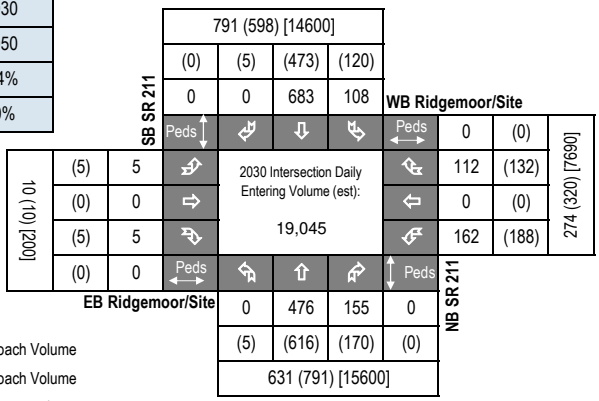
PEAK HR % TRUCKS:

EB	WB	NB	SB
1%	1%	5%	5%

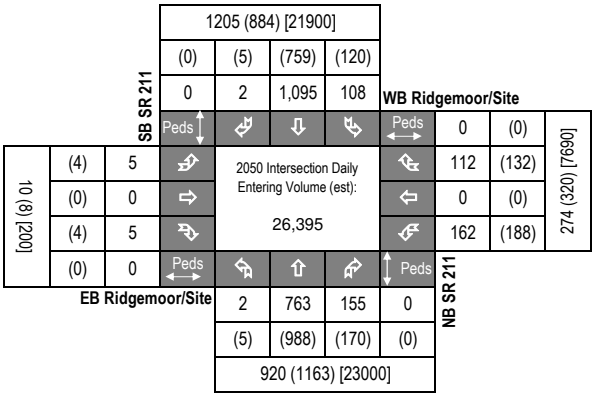
2025 EXISTING YEAR VOLUMES



2030 OPENING YEAR VOLUMES



2050 DESIGN YEAR VOLUMES



LEGEND:

000 = AM Peak Approach Volume

(000) = PM Peak Approach Volume

[000] = ADT Volume (Estimate)

Introduction: In 2005, SAFETEA-LU established the Highway Safety Improvement Program (HSIP) and mandated that each state prepare a Strategic Highway Safety Plan (SHSP) to prioritize safety funding investments. Intersections quickly became a common component of most states' SHSP emphasis areas and HSIP project lists, including Georgia's SHSP. Intersection Control Evaluation (ICE) policies and procedures represent a traceable and transparent procedure to streamline the evaluation of intersection control alternatives, and further leverage safety advancements for intersection improvements beyond just the safety program. Approximately one-third of all traffic fatalities and roughly seventy five percent of all traffic crashes in Georgia occur at or adjacent to intersections. Accordingly, the Georgia SHSP includes an emphasis on enhancing intersection safety to advance the *Toward Zero Deaths* vision embraced by the Georgia Governor's Office of Highway Safety (GOHS). This ICE tool was developed to support the ICE policy, developed and adopted to help ensure that intersection investments across the entire Georgia highway system are selected, prioritized and implemented with defensible benefits for safety towards those ends.

Tool Goal: The goal of this ICE tool is to provide a simplified and consistent way of importing traffic, safety, cost, environmental impact and stakeholder posture data to assess and quantify intersection control improvement benefits. The tool supports the ICE policy and procedures to provide traceability, transparency, consistency and accountability when identifying and selecting an intersection control solution that both meets project purpose and reflects overall best value in terms of specific performance-based criteria.

Requirements: An ICE is required for any intersection improvement (e.g. new or modified intersection, widening/reconstruction or corridor project, or work accomplished through a driveway or encroachment permit that affects an intersection) where: **1)** the intersection includes at least one roadway designated as a State Route (State Highway System) or as part of the National Highway System; or **2)** the intersection will be designed or constructed using State or Federal funding. In certain circumstances where an ICE would otherwise be required, the requirement may be waived based on appropriate evidence presented with a written request. (See the "**Waiver**" tab to review criteria that may make a project waiver eligible and for instructions to submit a waiver request to the Department). An ICE is not required when the proposed work does not include any changes to the intersection design, involves only routine traffic signal timing and equipment maintenance, or for driveway permits where the driveway is not a new leg to an already existing intersection on either 1) a divided, multi-lane highway with a closed median and only right-in/right-out access or 2) an undivided roadway where the development is not required to construct left and/or right turn lanes (as per the Driveway Manual and District Traffic Engineer).

Two-Stage Process: A complete ICE process consists of two (2) distinct stages, and it is expected that the respective level of effort for completing both stages of ICE will correspond to the magnitude and complexity of the intersection. Prior to starting an ICE, the District Traffic Engineer and/or State Traffic Engineer should be consulted for advice on an appropriate level of effort. The Stage 1 and Stage 2 ICE forms are designed minimize required data inputs using drop-down menu choices and limiting text entry. All fields shaded grey include drop down menu choices and all fields shaded blue require data entry. All other cells in the worksheet are locked.

Stage 1: Screening Decision Record Stage 1 should be conducted early in the project development process and is intended to inform which alternatives are worthy of further evaluation in Stage 2. Stage 1 serves as a screening effort meant to *eliminate* non-competitive options and identify which alternatives merit further considerations based on their practical feasibility. Users should use good engineering judgement in responding to the seven policy questions by selecting "Yes" or "No" in the drop-down boxes. Alternatives should not be summarily eliminated without due consideration, and reasons for eliminating or advancing an alternative should be documented in the "Screening Decision Justification" column.

Stage 2: Alternative Selection Decision Record Stage 2 involves a more detailed and familiar evaluation of the alternatives identified in Stage 1 in order to support the selection of a preferred alternative that may be advanced to detailed design. Stage 2 data entry may require the use of external analysis tools to determine costs, operations and/or safety data that, combined with environmental and stakeholder posture data, form the basis of the ICE evaluation. A separate "CostEst" worksheet tab helps users develop pre-planning-level cost estimates for each Stage 2 alternative evaluated, and a separate Users Guide has been prepared to give guidance on Stage 1 and Stage 2 data entry. Once all data is entered, each alternative is scored and ranked, with the results reported at the bottom of the Stage 2 worksheet to inform on the best of the intersection controls evaluated for project recommendation.

Documentation: A complete ICE document consists of the combination of the outputs from either a completed and signed waiver form or both Stage 1 and Stage 2 worksheets (along with supporting costing and/or environmental documentation), to be included in the approved project Concept Report (or equivalent) or as a stand-alone document.

GDOT ICE STAGE 1: SCREENING DECISION RECORD

ICE Version 2.3| Revised 11/13/2023

GDOT PI #	N/A
Project Location:	SR 211 @ Ridgemoor/Site
Existing Control:	New Intersection or Other
Prepared by:	NV5
Date:	4/1/2025

Answer "Yes" or "No" to each policy question for each control type to identify which alternatives should be evaluated in the Stage 2 Decision Record; enter justification in the rightmost column

Note: Up to 5 alternatives may be selected and evaluated; Use this ICE Stage 1 to screen 5 or fewer alternatives to evaluate in Stage 2

	Intersection Alternative (see "Intersections" tab for detailed description of intersection/interchange type)	1. Does alternative address the project need in a balanced manner and in scale with the project?	2. Does alternative improve safety performance in terms of reducing severe crashes?	3. Does alternative incorporate safety, convenience and accessibility for pedestrians and/or bicyclists?	4. Does alternative improve (or preserve) traffic operations (congestion, delay, reliability, etc.)?	5. Does alternative appear feasible given the site characteristics, constrains & location context?	6. Does alternative appear feasible with respect to other project factors?	7. Overall feasible alternative (select alternative for further evaluation in Stage 2)?	**Screening Decision Justification:**
Unsignalized Intersections	Conventional (Minor Stop)	**Yes**	**No**	**No**	**No**	**No**	**Yes**	**Yes**	Works with existing conditions, but future conditions propose a median
	Conventional (All-Way Stop)	No	No	No	No	No	No	No	Causes too much delay to SR 211
	Mini Roundabout	No	No	No	No	No	No	No	Not applicable to the widened highway
	Single Lane Roundabout	No	No	No	No	No	No	No	Not applicable to the widened highway
	Multilane Roundabout	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	Safest for side street traffic; eliminates U-turns for trucks
	RCUT (stop control)	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**Yes**	**Yes**	Currently proposed by PI 0007233
	RIRO w/down stream U-Turn	No	No	No	No	No	No	No	Not significantly different from an RCUT
	High-T (unsignalized)	No	No	No	No	No	No	No	Out of scale of the project
	Offset-T Intersections	No	No	No	No	No	No	No	Not applicable
	Diamond Interch (Stop Control)	No	No	No	No	No	No	No	Not an Interchange
	Diamond Interch (RAB Control)	No	No	No	No	No	No	No	Not an Interchange
	No LT Lane Improvements No RT Lane Improvements	No	No	No	No	No	No	No	
	Other unsignalized (provide description):	No	No	No	No	No	No	No	
Signalized Intersections	Traffic Signal	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	Safest for trucks
	Median U-Turn (Indirect Left)	No	No	No	No	No	No	No	Out of scale of the project
	RCUT (signalized)	No	No	No	No	No	No	No	Not a significant improvement over unsignalized R-Cut
	Displaced Left Turn (CFI)	No	No	No	No	No	No	No	Out of scale of the project
	Continuous Green-T	No	No	No	No	No	No	No	Many driveways on west side of the roadway impacted
	Jughandle	No	No	No	No	No	No	No	Out of scale of the project
	Quadrant Roadway	No	No	No	No	No	No	No	Out of scale of the project
	Diamond Interch (Signal Control)	No	No	No	No	No	No	No	Not an Interchange
	Diverging Diamond	No	No	No	No	No	No	No	Not an Interchange
	Single Point Interchange	No	No	No	No	No	No	No	Not an Interchange
	No LT Lane Improvements No RT Lane Improvements	No	No	No	No	No	No	No	
	Other Signalized (provide description):	No	No	No	No	No	No	No	

= Intersection type selected for more detailed analysis in Stage 2 Alternative Selection Decision Record

GDOT ICE STAGE 2: ALTERNATIVE SELECTION DECISION RECORD

ICE Version 2.3| Revised 11/13/2023

Project Location: SR 211 @ Ridgemoor/Site
Existing Intersection Control: New Intersection or Other
Type of Analysis: Conventional Non-Safety Funded Project

District: 1 - Gainesville
County: Hall
Area: Suburb/Transitic

GDOT PI #: N/A
Prepared by: NV5
Date: 4/1/2025

Opening / Design Year Traffic Operations

Intersection meets signal/AWS warrants?	Meets Signal Warrants	
Traffic Analysis Measure of Effectiveness	Intersection Delay	
Traffic Analysis Software Used	Synchro	
Analysis Time Period	AM Peak Hr	PM Peak Hr
2030 Opening Yr No-Build Peak Hr Intersection Delay	0.0 sec	0.0 sec
2030 Opening Yr No-Build Peak Hr Intersection V/C	0.00	0.00
2050 Design Yr No-Build Peak Hr Intersection Delay	0.0 sec	0.0 sec
2050 Design Yr No-Build Peak Hr Intersection V/C ratio	0.00	0.00

Complete Streets Warrants Met?

- ☐ PEDESTRIANS
- ☐ BICYCLES
- ☐ TRANSIT

Crash Data: Enter most recent 5 years of crash data	Crash Severity K*	A*	B*	C*	O	Years: 5
Angle	0	0	0	0	0	#DIV/0!
Head-On	0	0	0	0	0	#DIV/0!
Rear End	0	0	0	0	0	#DIV/0!
Sideswipe - same	0	0	0	0	0	#DIV/0!
Sideswipe - opposite	0	0	0	0	0	#DIV/0!
Not Collision w/Motor Veh	0	0	0	0	0	#DIV/0!
TOTALS:	0	0	0	0	0	0

Crash Type

* Number of crashes resulting in injuries / fatalities, not number of persons

Alternatives Analysis:

	Alternative 1	Alternative 2	Alternative 3	Alternative 4	Alternative 5
Proposed Control Type/Improvement:	Conventional (Minor Stop)	Multilane Roundabout	RCUT (stop control)	Traffic Signal	N/A
Project Cost: (From CostEst Worksheet)	*Additional description here*	*Additional description here*	*Additional description here*	*Add LT bay(s) on major ST*	*Additional description here*
Construction Cost	$0	$1,770,000	$693,000	$283,000	
ROW Cost	$0	$0	$0	$0	
Environmental Cost	$0	$0	$0	$0	
Reimbursable Utility Cost	$0	$22,000	$10,000	$5,000	
Design & Contingency Cost	$0	$683,000	$231,000	$127,000	
Cost Adjustment (justification req'd)	0%	0%	0%	0%	
Total Cost	$0	$2,475,000	$934,000	$415,000	
Traffic Operations:		*User Cost Override*			
Traffic Analysis Software Used	Synchro	Synchro	Synchro	Synchro	
Analysis Period	AM Peak Hr / PM Peak Hr	AM Peak Hr / PM Peak Hr	AM Peak Hr / PM Peak Hr	AM Peak Hr / PM Peak Hr	
2050 Design Yr Build Intersection Delay	500.0 sec / 500.0 sec	10.1 sec / 10.5 sec	20.0 sec / 30.8 sec	10.4 sec / 11.9 sec	
2050 Design Yr Build Intersection V/C	2.92 / 3.67	0.61 / 0.66	0.56 / 0.73	0.67 / 0.72	
Safety Analysis:					
Predefined CRF: PDO	0%	0%	0%	0%	
Predefined CRF: Fatal/Inj	0%	0%	0%	0%	
Predefined CRF Source:	CRF unavailable; provide user defined CRF below	CRF unavailable; provide user defined CRF below	CRF unavailable; provide user defined CRF below	CRF unavailable; provide user defined CRF below	
User Defined CRF: PDO					
User Defined CRF: Fatal/Inj					
User Defined CRF Source (write in if applicable):					
Environmental Impacts:[1]					
Historic District/Property	None	None	None	None	
Archaeology Resources	None	None	None	None	
Graveyard	None	None	None	None	
Stream	None	None	None	None	
Underground Tank/Hazmat	None	None	None	None	
Park Land	None	None	None	None	
EJ Community	None	None	None	None	
Wooded Area	None	None	None	None	
Wetland	None	None	None	None	
Stakeholder Posture:	*Note: If environmental impact is significant (**RED**), provide justification impact won't jeopardize project delivery using "Env" worksheet*				
	[1] *Environmental impacts are only preliminary estimates; detailed environmental impact documentation will be included with project concept report*				
Local Community Support	Unknown	Unknown	Unknown	Unknown	
GDOT Support	Unknown	Unknown	Unknown	Unknown	
Final ICE Stage 2 Score:	-4.6	3.4	4.5	5.3	
Rank of Control Type Alternatives:	4	3	2	1	
Final Intersection Control Selection:	**3 - Multilane Roundabout**				

Note: Stage 2 score is not given (shown as "-") if signal or AWS is selected as control type but respective warrants are not met

Provide additional comments and/or explain any unique analysis inputs, or results (as necessary): The development is not expected to warrant a traffic signal until full-build out, so a signal may not be the best solution. A roundabout is considered safer for the expected heavy truck movements that are expected from the industrial portion of the development. It is noted that the developer will likely contribute right-of-way for the roundabout.

GDOT INTERSECTION CONTROL EVALUATION (ICE) WAIVER FORM

ICE Version 2.3| Revised 11/13/2023

Waiver Request - Level 2 / 3

In certain circumstances where an ICE would otherwise be required, an ICE may be waived based on appropriate evidence presented with a written request. Scenarios in which an ICE waiver request may be considered include:

1. Proposed improvements do not substantially alter the character of the intersection, and are considered minor in nature, such as extending existing turn lane(s) or modifying signal phasing at an existing traffic signal
2. The intersection consists of a public roadway intersecting a divided, multilane roadway where the access will be limited to a closed median with only right-in/right-out access that will operate acceptably; or
3. The intersection is along an undivided, two-lane roadway that will not be widened and meets the following criteria:
   - Low risk in terms of exposure (total intersection entering volume less than 1,000 vehicles /day)
   - Latest 5 years of crash history is not indicative of a crash problem (no discernible crash patterns coupled with low crash frequency and severity)
   - Layout has no unusual or undesirable geometric features (such as restricted sight distance)
   - The proposed changes are not expected to adversely affect safety

If only one alternative is determined to be feasible from the ICE Stage 1, then a waiver may be submitted in lieu of completing ICE Stage 2. The waiver must clearly explain why there is no other feasible alternative. A Waiver Form should also be submitted to document an agreed upon decision to select a preferred alternative other than the highest scoring alternative in Stage 2.

ICE waiver forms with supporting documentation should be submitted for approval to the Office of Traffic Operations or District Engineer (depending on Waiver level). Questions regarding the waiver process should be routed to the State Traffic Engineer.

Project Information:

Location: SR 211 @ Ridgemoor/Site
County: Hall
GDOT District: 1 - Gainesville
Area Type: Suburb/Transition
Existing Intersection Control: New Intersection or Other

GDOT PI # (or N/A): N/A
Requested By: GDOT
Prepared By: NV5
Date: 4/1/2025
Waiver Request Type: Driveway Permit

Traffic and Operations Data:[1,2]

Intersection meets signal/AWS warrants?	Meets Signal Warrants	
Traffic Analysis Type:	Intersection Delay	
Existing Major Street Avg Daily Traffic (ADT):	12,484	
Existing Minor Street Avg Daily Traffic (ADT):	0	
Analysis Period:	AM Peak	PM Peak
2030 Opening Yr Peak Hour Intersection Delay:	7.1 sec	0.7 sec
2030 Opening Yr Peak Hour Intersection V/C:	0.40	0.47
2050 Design Yr Peak Hour Intersection Delay:	10.1 sec	10.5 sec
2050 Design Yr Peak Hour Intersection V/C:	0.61	0.66

Crash Data (Required):[3]

Crash Type	Crash Data: Enter most recent 5 years of crash data	Crash Severity K*	A*	B*	C*	O	Years: 5
	Angle	0	0	0	0	0	#DIV/0!
	Head-On	0	0	0	0	0	#DIV/0!
	Rear End	0	0	0	0	0	#DIV/0!
	Sideswipe - same	0	0	0	0	0	#DIV/0!
	Sideswipe - opposite	0	0	0	0	0	#DIV/0!
	Not Collision w/Motor Veh	0	0	0	0	0	#DIV/0!
	TOTALS:	0	0	0	0	0	0

* Number of crashes resulting in injuries / fatalities, not number of persons

Description of Work / Justification for Waiver (Required): A mixed-use development consisting of just over 1.7M sq.ft. of warehousing, 350 townhomes, and 350 apartments is proposed on the east side of SR 211 north of Union Church Road. The addition of heavy trucks wanting to head south from the site towards I-85 presents a safety concern for the area, and a Multilane Roundabout would be the safest option to allow vehicles to move efficiently through the new intersection.

Proposed Intersection Control: Multilane Roundabout

REQUESTED BY: _____ Date: _____

Title: _____

APPROVED BY: _____ Date: _____

Name: _____

District Engineer or (Approved Delegate)

[1] *Analysis data input on this worksheet is for proposed control & configuration on form, not the No-Build data shown on the top of Stage 2*

[2] *ADT's required if available (from data collected or nearest GDOT count station site); Capacity data optional unless needed to justify basis of the waiver request.*

[3] *Crash data (required for all existing intersections) must be entered here independent from Stage 2 worksheet inputs (not linked)*

CITY OF
GAINESVILLE

WATER RESOURCES

April 4, 2025

Smith, Gilliam, Williams & Miles, P.A.
Attn: Amanda Graham
P.O. Box 1098
Gainesville, GA 30503-1098

Re: Water Availability
Proposed Mixed-Use Development
5401 Old Winder Highway
Parcel: 15039A 000007

Dear Amanda,

The purpose of this letter is to confirm the availability of water service to the above referenced property.

The City of Gainesville owns and operates an existing 12-inch ductile iron water main in the right-of-way of Old Winder Highway.

Currently, the City has adequate domestic water capacity to serve the proposed residential components of your proposed mixed-use development. The warehouse components of the development will be reviewed upon submittal based on the water demands of each prospective tenant. This letter of water availability does not guarantee or confirm fire flow pressures and/or volumes for fire protection systems related to the proposed warehouses.

This confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void unless engineered plans have been submitted for issuance of a development permit.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

cc: Tracy Robar, P.E., Engineering and Construction Division Manager
Chris Thornhill, Project Manager

Hall County Government
PUBLIC WORKS AND UTILITIES

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

BILL NASH, P.E.
Director

William (Bill) H. King III, P.E.
Assistant Director

April 17, 2025

Cameron Henderson
554 West Main Street, Suite 700
Buford, Georgia 30518

Subject: Sanitary Sewer Letter of Availability
5401 Old Winder Highway
Parcel Id No.: 15039A000007
Braselton, Georgia 30517

Dear Cameron Henderson,

In response to your request, this letter will serve as confirmation that Hall County has sufficient volume to serve 5401 Old Winder Highway, Braselton, Georgia, 30517 for a proposed 700 residential units + light industrial(2.5 million s.f.) (estimated average daily flow of 162,500 GPD for multi-family residential) at this time. The nearest sanitary sewer main to this address is on the property.

Sanitary sewer capacity allocation is available on a first come, first serve basis: by purchasing the sewer taps. As such, this "availability" letter does not guarantee capacity. Additionally, this letter is non-transferable and expires after 12 months Also, if the project design changes, this letter is void and a new "availability" letter must be obtained.

If you have any questions or need more information, please call the Hall County Public Works and Utilities Department at 770-531-6800

Sincerely,

William (Bill) H. King III, P.E.

Application for Sewer Availability Letter

Date: April 14, 2025

Name of Applicant: Cameron Henderson Contact Number: 678-978-6782

Address of Applicant: 554 West Main Street, Suite 700

City: Buford State: GA Zip: 30518 E-mail: cameron@atlaslanddev.com

Name of Agent: Steven P. Gilliam Contact Number: 770-536-3381

Address of Agent: 340 Jesse Jewell Parkway, Suite 300

City: Gainesville State: GA Zip: 30506 E-mail: sgilliam@sgwmfirm.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT FOR THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (Please check the purpose of letter request and fill in all applicable information legibly and completely.)

AVAILABILITY: ☐ General Availability ☒ Rezoning ☐ Conditional Use Permit

Availability letters will require a minimum of one week from the date of application submittal.

Request from AR-1 (Present Zoning) to R-MF & I-1 (Mixed Use) (Requested Zoning)

For the Purpose of 700 Residential Units (Apartments & Townhomes) + Light Industrial (2.5 million s.f.) (Type of Development)

Address of Property: 5401 Old Winder Highway, Braselton, GA 30517

Nearest Intersection to Property: Ga Hwy 211 & Ga Hwy 53

Size of Tract: 273.73 Ac. acre(s), Lane Lot Number(s): n/a , District(s): GMD 392

Development Estimate Average Daily Sewer Flow (GPD): 162,500 GPD (700 Res.Units * 200 gpd + 900 Emp.* 25 gpd)

Property Tax Parcel Number: 15039A00007 Proposed number of Lots: _____

(Below: For properties within protected watershed districts only) n/a

Gross Density: _____ units per acre Net Density: _____ units per acre

Estimated amount of impervious surface: _____ Minimum Lot Size: _____

Notary
Mark Sintich

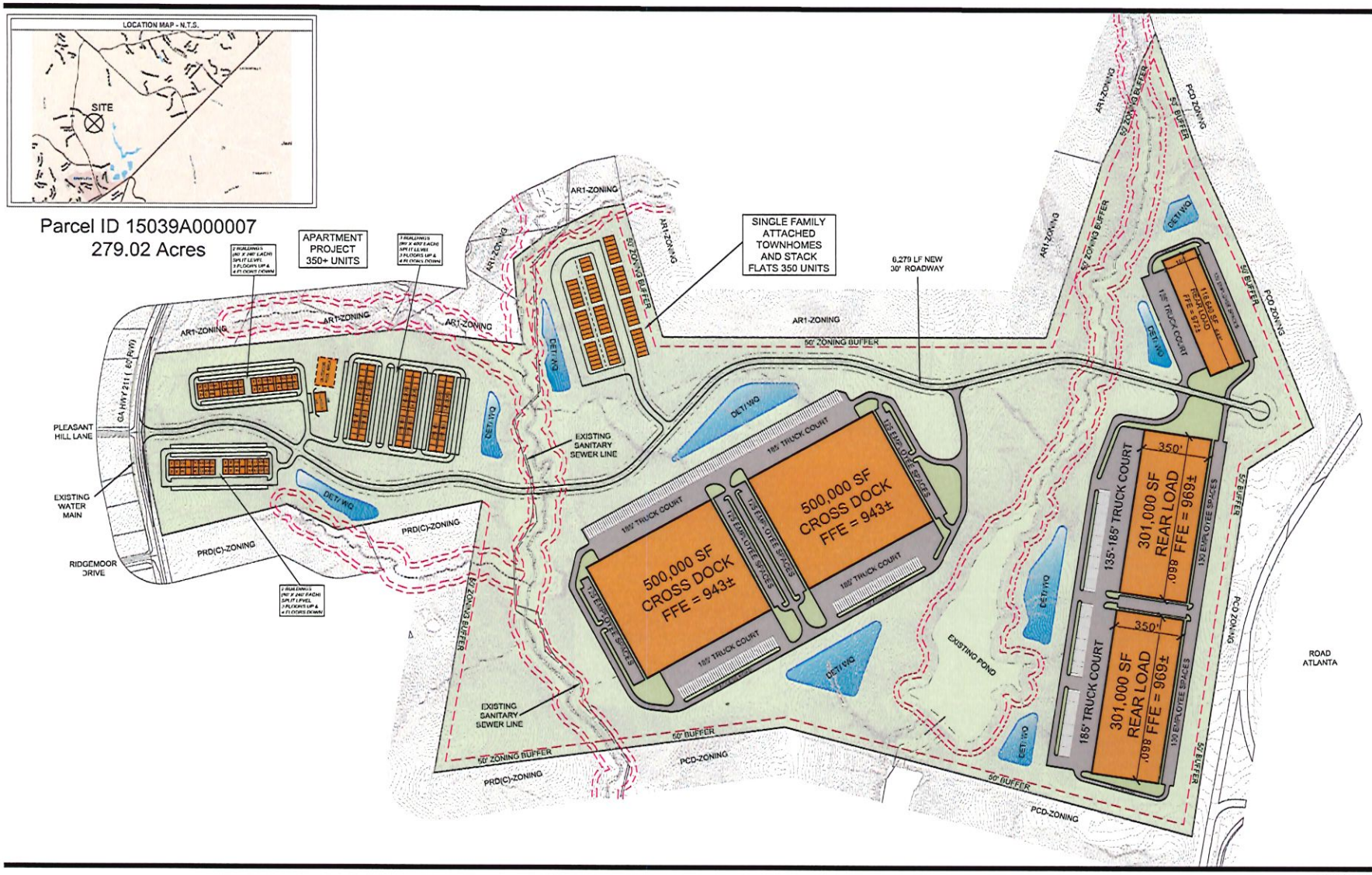
Signature of Owner(s)/Agent(s)

Cameron Henderson
Printed Name of Owner(s)/Agent(s)

Title of Agent

Notary Seal
Mark Sintich
NOTARY PUBLIC
WALTON COUNTY, GEORGIA
My Commission Expires
03/16/2029

E&A# 25-069



GRAPHIC SCALE

500 0 250 500 1000 2000

(IN FEET)

1 inch = 500 ft.

S.R. 211 SITE
HALL COUNTY

03/24/2025

NORTH

TEL770.452.7849
2951 FLOWERS ROAD SOUTH, SUITE 119
ATLANTA, GEORGIA 30341
WWW.EBERLY.NET

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

E&A EBERLY & ASSOCIATES

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SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

Project Narrative for

5401 Old Winder Highway – 80.0 +/- Acres

Amended 04/04/2025

LOCATION – 5401 Old Winder Highway (Hwy 211)
Braselton, GA 30517

ACERAGE – 80.0 +/- Acres

APPLICANT – K2P Land Partners, LLC

CURRENT ZONING – AR-1

PROPOSED ZONING – R-MF (Residential – Multi-Family)

Summary

The accompanying application seeks a rezoning on the existing AR-1 zoned parcel 15039A000007, on 80.0+/- acres located on 5401 Old Winder Highway in Braselton, Hall County, Georgia. The intent is to develop a residential community consisting of approximately 350 multi-family units, and a mixture of 350 townhomes and stacked cottages. All multi-family units will be available for rent, and all other units will be available for purchase. The density will be approximately 9 units per acre and shall not exceed 12 units per acre in accordance with the R-MF density standard set forth in the 2025 Hall County, Georgia Unified Development Code.

Site Description

The tract has is located along Georgia State Route 211 (Old Winder Highway). The overall tract is mostly rectangular in shape. Domestic water is provided by the City of Gainesville. Hall County will serve the site for sewer services. There are no known impediments to its successful development for the purposes intended. All roads shall be designed and constructed to Hall County standards and dedicated to Hall County at the expense of the Applicant. Thereafter, all roadways within this development shall be designated as public and shall be maintained by Hall County. Entrance will comply with all state DOT requirements.

Adjacencies

The property abuts AR-1 and PCD to the North, PCD and PRD to the South, PCD to the East, and State Route 211 is located to the West, along with AR-1 and PCFD zonings.

Architectural Materials & Site Improvements

The builder intends to build:

- Apartment Project: Will not exceed 350 units total in 7 Multi-Family Buildings
  - The four buildings to the West will be 75' x 240'split level, consisting of 3 stories above ground-level and 4 stories if the first floor is below ground-level.
  - The three Multi-Family buildings located to the East of the other Multi-Family buildings will be 75' x 400' split level, consisting of 3 stories above ground-level and 4 stories if the first floor is below ground-level.
- Single Family Attached Townhomes and Stacked Cottages
  - Will not exceed 350 units
- Front facades and sides of each townhome and stacked cottage shall be composed of brick, stone, or a combination of the two, excluding gables, which shall be composed of a masonry product.
- Vinyl siding is prohibited.
- The garage door shall constitute no more than 70% of the width of the individual townhome or stacked cottage unit.
- All residential driveways shall measure no less than 22ft from the right of way to the front of the garage door.
- The development shall feature internal sidewalks, no less than 5ft in width, constructed on both sides of all internal streets.
- Final review and approval of building elevations is subject to the Director or Assistant Director of Planning and Development, or their designee.
- Sodded yards (4 sides)
- Speed tables in coordination with Hall County Engineering

Conditions

- There shall be a mandatory Homeowners Association (HOA).
- The amenity area shall include:
  - Apartments – guest parking, outdoor pavilion, picnic area, pool, playground, mail kiosk, and pickleball court. The amenity areas shall be completed at 50% of final build-out.
  - Stacked Cottages – guest parking, outdoor pavilion, picnic area, playground, and mail kiosk. The amenity areas shall be completed at 50% of final build-out.

- The following language shall be places upon the final plat of the 80-acre R-MF project: "Owners and users of this property are informed of motor raceway venues nearby, and should expect noise, crowds, and other effects associated with such venues." All conditions of zoning shall be made part of any plats created for the development.
- The development shall be designed so that all state waters and required buffers (50ft and 75ft) do not encroach on any individual townhome or stacked cottage.
- All designated open space within the development shall be commonly held and shall not be individually held by any homeowner.

Parking

All parking shall comply with the standards set forth in the 2025 Hall County, Georgia Unified Development Code as follows:

Townhome and Stacked Cottage Parking	2 spaces per dwelling unit plus 1 guest space for every 4 dwelling units
Multi-Family Parking	2 spaces per dwelling unit plus 1 guest space for every 15 dwelling units

Internal Signage

The Developer and/or Builder shall be allowed to post permanent directional signs and monuments within the Community to direct traffic to sales and recreation centers and to identify differing residential areas. All permanent internal signage must be outside of any Right of Way or Utility Easement with a Landscape and Signage easement recorded on the Final Plat. Temporary Sales and Marketing signs not exceeding 32 square feet per sign face and 8 feet in height may be used along the property frontage of Old Winder Highway.

Model Home Permits

The development shall be limited to a maximum of one (1) townhome building and one (1) stacked cottage prior to approval and recording of the Final Plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided, and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permit shall be issued prior to Final Plat recording.

Sales and Construction Trailers

Applicant is requesting the ability to install one leasing trailer for apartments, one sales trailer for the townhomes and stacked cottages, and two constructions trailer with associated parking areas in locations to be determined at the time of final plat approval.

Entry Monument Signage

Applicant is requesting permission for an entry monument type of sign with a natural stone base with a sign size (monument base and signage) totaling approximately 42 SF. The entrance may include the following structural items:

- Masonry walls
- Wood or PVC fencing
- Illuminated Signage in accordance with the Hall County Sign Ordinance
- Ornamental Sculpture
- Landscaping and Irrigation

Traffic Study

A Traffic Study was conducted by NV5 Engineers and Consultants, Inc. 10745 Westside Way, Suite 300, Alpharetta, GA 30009. The following recommendations were made:

- The access point to be constructed opposite Pleasant Hill Lane to reduce potential for conflicting turns at the intersection
- Construction of a multilane roundabout at the proposed site access driveway, initially being developed as a single-lane roundabout until the GDOT project is completed
    - The initial single-lane roundabout will be constructed by the developer.

Conceptual Master Plan

The development of the community shall be controlled by the Conceptual Master Plan (the "Plan") attached as exhibit "A". The plan is considered conceptual in nature, and as such may require minor modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, amenities, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County requires the Applicant to raise Federal and State constitutional objections during the M-U master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and

just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use 7 of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the M-U zoning request would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth 8 hereinabove.

Applicant reserves all due process rights granted to them under O.C.G.A. 36-66-5.1. et. seq, to petition the courts for review of a local government's exercise of zoning, administrative, or quasi-judicial powers, as set forth in those code sections and statutes.

Conclusion

For the foregoing reasons, the Applicant respectfully requests that this rezoning to R-MF of an existing AR-1 zoning be granted as requested by the Applicant. If there are any questions about this request, you may contact:

K2P Land Partners, LLC

ATTN: Mike Phelps

390 Brogdon Road

Suwanee, GA 30024

[redacted]

mphelps@bfhcompany.com

K2P Land Partners, LLC

ATTN: Cameron Henderson

390 Brogdon Road

Suwanee, GA 30024

678-978-6782

Steve Gilliam

Smith, Gilliam, Williams and Miles

340 Jesse Jewell Parkway, Suite 300

Gainesville, GA 30501

770-536-3381

sgilliam@sgwmfirm.com

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

Project Narrative for

5401 Old Winder Highway – 200.00 +/- Acres

Amended 04/04/2025

LOCATION – 5401 Old Winder Highway (Hwy 211)
Braselton, GA 30517

ACERAGE – 200.0 +/- Acres

APPLICANT – K2P Land Partners, LLC

CURRENT ZONING – AR-1

PROPOSED ZONING – I-I (Light-Industrial)

Summary

The accompanying application seeks a rezoning on the existing AR-1 zoned parcel 15039A000007, on 200.0+/- acres located on 5401 Old Winder Highway in Braselton, Hall County, Georgia. The intent is to develop approximately 1,750,000 SF of light industrial warehouse space. The industrial space shall not exceed 80% of the site coverage in accordance with the I-I standard set forth in the 2025 Hall County, Georgia Unified Development Code.

Site Description

The tract is located along Georgia State Route 211 (Old Winder Highway). The overall tract is mostly rectangular in shape. Domestic water is provided by the City of Gainesville. Hall County will serve the site for sewer services. There are no known impediments to its successful development for the purposes intended. All roads shall be designed and constructed to Hall County standards and dedicated to Hall County at the expense of the Applicant. Thereafter, all roadways within this development may be designated as public, but the determination as to whether it shall be maintained by Hall County or a property ownership association will be made at a later date. Entrance will comply with all state DOT requirements.

Adjacencies

The property abuts AR-1 and PCD to the North, PCD and PRD to the South, PCD to the East, and State Route 211 is located to the West, along with AR-1 and PCFD zonings.

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

In Your Community. In Your Corner.

Architectural Materials & Site Improvements

The builder intends to build:

- Approximately 1,718,640 SF of Light-Industrial warehouse space
  - Building 1: 500,000 SF, Cross Dock
    - Two 185' Truck Courts
  - Building 2: 500,000 SF, Cross Dock
    - Two 185' Truck Courts
  - Building 3: 301,000 SF, Rear Load
    - One 185' Truck Court
  - Building 4: 301,000 SF, Rear Load
    - One 135'-185' Truck Court
  - Building 5: 116,640 SF, Rear Load
    - One 135' Truck Court
- Buildings shall not exceed 55ft in height.
- The proposed building designs include tilt-wall concrete, cross docks, rear load docks, and truck courts.
- While the proposed site plan, renderings, elevations, and building designs may be updated and are subject to change, the final design will comply with applicable Unified Development Code Requirements.
- Speed tables in coordination with Hall County Engineering

Parking

Applicant is proposing approximately 890 employee parking spaces around the light-industrial warehouses. The site plan is subject to change, but shall comply with the standards set forth in the 2025 Hall County, Georgia Unified Development Code as follows:

Light Industrial	1.5 spaces per 5,000 square feet

Internal Signage

The Developer and/or Builder shall be allowed to post permanent directional signs and monuments within the light-industrial warehouse development to direct traffic to sales and leasing centers and to identify differing areas. All permanent internal signage must be outside of any Right of Way or Utility Easement with a Landscape and Signage easement recorded on the Final Plat. Temporary Sales and Marketing signs not exceeding 32 square feet per sign face and 8 feet in height may be used along the property frontage of Old Winder Highway.

Entry Monument Signage

Applicant is requesting permission for an entry monument type of sign with a natural stone base with a sign size (monument base and signage) totaling approximately 42 SF. The entrance may include the following structural items:

- Masonry walls
- Wood or PVC fencing
- Illuminated Signage in accordance with the Hall County Sign Ordinance
- Ornamental Sculpture
- Landscaping and Irrigation

Traffic Study

A Traffic Study was conducted by NV5 Engineers and Consultants, Inc. 10745 Westside Way, Suite 300, Alpharetta, GA 30009. The following recommendations were made:

- The access point to be constructed opposite Pleasant Hill Lane to reduce potential for conflicting turns at the intersection
- Construction of a multilane roundabout at the proposed site access driveway, initially being developed as a single-lane roundabout until the GDOT project is completed
    - The initial single-lane roundabout will be constructed by the developer.

Conceptual Master Plan

The development of the light-industrial warehouse development shall be controlled by the Conceptual Master Plan (the "Plan") attached as exhibit "A". The plan is considered conceptual in nature, and as such may require modifications during the engineering and development process. Modifications to the locations and arrangement of lots, roads, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of Hall County requires the Applicant to raise Federal and State constitutional objections during the I-I master plan application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, the following constitutional objections are stated:

The portions of the Hall County Development Code, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than that proposed by the Applicant are unconstitutional

in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hall County Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning district other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use 7 of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Hall County Board of Commissioners to approve the zoning conditions as requested would constitute a taking of the Applicant's property.

A denial of this Application would constitute an arbitrary and capricious act by the Hall County Board of Commissioners without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the M-U zoning request would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by the Hall County Board of Commissioners to approve this Application for the Property in accordance with the criteria as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth 8 hereinabove.

Applicant reserves all due process rights granted to them under O.C.G.A. 36-66-5.1. et. seq, to petition the courts for review of a local government's exercise of zoning, administrative, or quasi-judicial powers, as set forth in those code sections and statutes.

Conclusion

For the foregoing reasons, the Applicant respectfully requests that this rezoning to I-I of an existing AR-1 zoning be granted as requested by the Applicant. If there are any questions about this request, you may contact:

K2P Land Partners, LLC

ATTN: Mike Phelps

390 Brogdon Road

Suwanee, GA 30024

[redacted]

mphelps@bfhcompany.com

K2P Land Partners, LLC

ATTN: Cameron Henderson

678-978-6782

Steve Gilliam

Smith, Gilliam, Williams and Miles

340 Jesse Jewell Parkway, Suite 300

Gainesville, GA 30501

770-536-3381

sgilliam@sgwmfirm.com

Outlook

HCPC Tentative Agenda 6.16.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Tue 5/13/2025 9:01 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Item 1, 5183 Glen Forrest Drive, Ozoemena: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 5235/5241 Winder Hwy, Genuine Mapping: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 3, 3654 Friendship Rd, Taylor Morrison: No comment. Public sewer.

Item 4, 3654 Thompson Bridge Rd, Fifth Third Bank: No comment. Public sewer.

Items 5A/B, 2978 Athens Hwy, Mistry: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 6, 2620/2634 Barrett Rd, Dowdy: Must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Environmental Health can only permit residential strength wastewater; therefore, non-domestic wastewater will be required to be disposed of through public sewer or an EPD permitted system. Further determination will be made during the civil plan review process.

Item 7, 5401 Old Winder Hwy, K2P Land Partners: No comment. Public sewer.

Item 8, 5401 Old Winder Hwy, K2P Land Partners: No comment. Public sewer.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

Outlook

GDOT Comment on 5401 Old Winder Hwy, Braselton

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 5/28/2025 12:36 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Nembhard, Nakia L <NNembhard@dot.ga.gov>
Sent: Wednesday, May 28, 2025 10:28 AM
To: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Cc: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Subject: RE: GDOT Comment on 5401 Old Winder Hwy, Braselton

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

If they are intending to connect to SR 211 there will need to be coordination for both items 7 and 8.

Thanks,

Nakia Nembhard
Civil Engineer 3

Georgia Department of Transportation

District 1 Traffic Operations
1475 Jesse Jewell Pkwy Suite 100
Gainesville, GA, 30501

(678) 332-8200 Cell
(770) 533-8496 Office

From: Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Sent: Tuesday, May 27, 2025 10:14 AM
To: Nembhard, Nakia L <NNembhard@dot.ga.gov>
Cc: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Subject: RE: GDOT Comment on 5401 Old Winder Hwy, Braselton

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I am checking in with you to be sure that your comment for this project is correct. Attached is the agenda for June 16, 2025, Hall County Planning Commission meeting. For Items 7 and 8 you stated “no coordination with GDOT.” This project proposes a new connection to Old Winder/SR211. Their traffic study mentions a planned highway widening in this area.

Thank you for confirming your response to these items.

Sincerely,

Lynn Taylor
Senior Planner
Hall County Community Development and Infrastructure
2875 Browns Bridge Road, Gainesville, GA 30503
Office Direct: (770) 297-4541
Email: ltaylor@hallcounty.org

All **PLAT** and **BUILDING PERMIT** submittals may be submitted online through Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning inquiries may be submitted to planning@hallcounty.org.

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let’s band together to end human trafficking in Georgia.

Outlook

RE: Tentative Agenda for the June 16, 2025 Hall County Planning Commission Meeting

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Thu 5/8/2025 10:24 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

1. No coordination with GDOT.
2. Will require GDOT coordination.
3. Will require GDOT coordination.
4. Will require GDOT coordination.
5. Will require GDOT coordination.
6. Will require GDOT coordination.
7. No coordination with GDOT.
8. No coordination with GDOT.

Thanks,

Nakia Nembhard
Civil Engineer 3

Georgia Department of Transportation

District 1 Traffic Operations
1475 Jesse Jewell Pkwy Suite 100
Gainesville, GA, 30501

(678) 332-8200 Cell
(770) 533-8496 Office

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, May 8, 2025 9:46 AM
Subject: Tentative Agenda for the June 16, 2025 Hall County Planning Commission Meeting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

Here is the Tentative Agenda and Maps for the **June 16, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, May 16, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – June 2, 2025

NEW BUSINESS

1. **5183 Glen Forrest Drive | Variance to section 4.3 |** to reduce the minimum yards | on a 1.72± acre tract located on the south side of Glen Forrest Drive, approximately 1,363 feet from its intersection with Glen Forrest Court | Zoned R-1; Tax Parcel 15043K000021 **| Proposed Use: Bring an existing residence into compliance |** * Commission District 1 | **Chinyere Ozoemena, applicant**

2. **5235 & 5241 Winder Highway | Variance to Section 6.2 |** GCOD Transitional Buffers | on a combined 1.47± acre traced located on the northeast side of Winder Highway, approximately 2,665 feet from its intersection with Howington Road | Zoned I-1; Tax Parcels 15028 000019 & 15028 000029 **| Proposed use: Office/warehouse |** *Commission District 1 | **Genuine Mapping & Design c/o Ben Drerup**

3. **3654 Friendship Road, 3760, 3746 & 3778 Friendship Circle | Special Use |** to amend conditions of zoning | on a 116.04± acre tract located on the south side of Friendship Circle at its intersection with Friendship Place | Zoned PRD; Tax Parcels 15048 000008, 000007, 000025C, & 000204A **| Proposed use: Model homes & construction trailer |** **Commission District 1 | **Taylor Morrison of GA, LLC, applicant**

4. **3654 Thompson Bridge Road | Special Use |** to amend conditions of zoning | on a 1.37± acre tract located on the northeast side of Thompson Bridge Road, approximately 736 feet from its intersection with Southers Road | Zoned PCD; Tax Parcel 10104 000002 **| Proposed use: Financial Institution |** ** Commission District 2 | **Fifth Third Bank c/o Tammala Brooks, applicant**

5. **(A) 2978 Athens Highway | Rezone |** from Light Industrial (I-1) to Highway Business (H-B) | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 | **Proposed use: Convenience store with fuel sales** | ** Commission District 3 | **Asif Mistry, applicant**

   (B) 2978 Athens Highway | Special Use | for fuel sales in GCOD | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 **| Proposed use: Convenience store with fuel sales |** ** Commission District 3 | **Asif Mistry, applicant**

6. **2620 & 2634 Barrett Road | Rezone |** from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract located on the southeast of Athens Highway, at its intersection with Barrett Road | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 | **Proposed use: Repackaging of processed animal products** | ** Commission District 3 | **Degaria Dowdy, applicant**

7. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) | on a 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: 700 unit residential development** | ** Commission District 1 | **K2P Land Partners, LLC, applicant**

8. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) **| Proposed use: Industrial park |** ** Commission District 1 | **K2P Land Partners, LLC, 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, July 24, 2025, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, July 24, 2025. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Kaitlyn Elliott

Planning Commission Clerk

Hall County Community Development and Infrastructure

(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

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

Outlook

RE: Tentative Agenda for the June 16, 2025 Hall County Planning Commission Meeting

From Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Date Thu 5/15/2025 9:13 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

Hi Kaitlyn and Beth – please see below for my comments on the June 16th agenda. I'm sure the applicants already know this, but figured I'd list them just in case. Thanks!

1. Genuine Mapping & Design / Ben Drerup – 5235 & 5241 Winder Hwy, Braselton, GA
    a. This parcel is along State Route 53/Winder Hwy, which is scheduled to be widened (GH-040 / 0013310) by 2051 (current estimate; very possible will occur sooner). Right-of-way impacts to this parcel will not be known until the Pre-Engineering phase begins, which is currently scheduled in FY 2030.

2. K2P Land Partners, LLC - 5401 Old Winder Hwy
    a. This parcel is along State Route 211/Old Winder Hwy, which is scheduled to be widened (GH-025 / PI 0007233) beginning in FY 2029. Right-of-way authorization begins on 7/28/2026. Applicant should coordinate with GDOT District 1 on those impacts.

Joseph Boyd, AICP
MPO Director
Gainesville-Hall Metropolitan Planning Organization
2875 Browns Bridge Road, Gainesville, GA 30504
(770) 297-5541 | www.ghmpo.org

GAINESVILLE-HALL
Metropolitan Planning Organization

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Tuesday, May 13, 2025 1:50 PM
To: Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
Subject: Fw: Tentative Agenda for the June 16, 2025 Hall County Planning Commission Meeting

Good Afternoon,

I was informed by Beth to add you to the Tentative Agenda mailing list. This is the last agenda that went out for the June 16, 2025 meeting.

Kaitlyn Elliott
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 www.hallcounty.org

M E M O R A N D U M

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: May 16, 2025

Subject: June 16, 2025 - Hall County Planning Commission Agenda

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Please be advised that our office has reviewed the Hall County Planning Commission agenda for the June 16, 2025 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **5183 Glen Forrest Drive | Variance to section 4.3 |** to reduce the minimum yards | on a 1.72± acre tract located on the south side of Glen Forrest Drive, approximately 1,363 feet from its intersection with Glen Forrest Court | Zoned R-1; Tax Parcel 15043K000021 **| Proposed Use: Bring an existing residence into compliance |** * Commission District 1 | **Chinyere Ozoemena, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** No sewer in area. Gainesville water

2. **5235 & 5241 Winder Highway | Variance to Section 6.2 |** GCOD Transitional Buffers | on a combined 1.47± acre traced located on the northeast side of Winder Highway, approximately 2,665 feet from its intersection with Howington Road | Zoned I-1; Tax Parcels 15028 000019 & 15028 000029 **| Proposed use: Office/warehouse |** *Commission District 1 **| Genuine Mapping & Design c/o Ben Drerup**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream

Show FEMA and Hall County studied Flood plains that are present on site.

b. **Traffic:** No comment
c. **Utilities:** Sanitary sewer is available to these via a force main on the south side of Winder Hwy. A pump station will be required.

3. **3654 Friendship Road, 3760, 3746 & 3778 Friendship Circle | Special Use |** to amend conditions of zoning | on a 116.04± acre tract located on the south side of Friendship Circle at its intersection with Friendship Place | Zoned PRD; Tax Parcels 15048 000008, 000007, 000025C, & 000204A **| Proposed use: Model homes & construction trailer |** **Commission District 1 | **Taylor Morrison of GA, LLC, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
b. **Traffic:** No comment
c. **Utilities:** The new Friendship Road gravity sewer line runs through this property. It is available for connection.

4. **3654 Thompson Bridge Road | Special Use |** to amend conditions of zoning | on a 1.37± acre tract located on the northeast side of Thompson Bridge Road, approximately 736 feet from its intersection with Southers Road | Zoned PCD; Tax Parcel 10104 000002 **| Proposed use: Financial Institution |** ** Commission District 2 | **Fifth Third Bank c/o Tammala Brooks, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
c. **Utilities:** Gainesville sanitary sewer service area.

5. **(A) 2978 Athens Highway | Rezone |** from Light Industrial (I-1) to Highway Business (H-B) | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 | **Proposed use: Convenience store with fuel sales** | ** Commission District 3 | **Asif Mistry, applicant**

(B) 2978 Athens Highway | Special Use | for fuel sales in GCOD | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 **| Proposed use: Convenience store with fuel sales |** ** Commission District 3 | **Asif Mistry, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT permit required for proposed Athens Hwy (SR 11/ US 129) access.
Proposed Baker Road access will need to meet Hall County commercial standards
c. **Utilities:** Sanitary sewer is only available at this site via a force main. A pump station will be required.

6. **2620 & 2634 Barrett Road | Rezone |** from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract located on the southeast of Athens Highway, at its intersection with Barrett Road | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 | **Proposed use: Repackaging of processed animal products** | ** Commission District 3 | **Degaria Dowdy, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** Driveways will need to meet County industrial standards
c. **Utilities:** No sanitary sewer service in area. Hall County/Gainesville shared service area.

7. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) | on a 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: 700 unit residential development** | ** Commission District 1 | **K2P Land Partners, LLC, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** GDOT comments required. GDOT approval and permit required for proposed Old Winder Hwy (SR 211) access.
We have questions regarding proposed parkway. This should be discussed with County Engineering. Additional comments may be necessary
c. **Utilities:** Hall County sanitary sewer runs through the site.

8. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) **| Proposed use: Industrial park |** ** Commission District 1 | **K2P Land Partners, LLC, applicant**
9.

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** GDOT comments required. GDOT approval and permit required for proposed Old Winder Hwy (SR 211) access.
We have questions regarding proposed parkway. This should be discussed with County Engineering. Additional comments may be necessary
c. **Utilities:** Hall County sanitary sewer runs through the site.

Outlook

August 4, 20225 HCPC meeting - Old Winder Hwy Rezoning Application

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Thu 7/31/2025 9:25 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Sent: Thursday, July 31, 2025 9:18 AM
To: Chris Braswell (Personal) <[redacted]; Chris Braswell (Planning) <cbraswell@hallcounty.org>; Frank (Personal)[redacted]; Frank Sosebee (Planning) <frsosebee@hallcounty.org>; Shannon Davidson <[redacted]; Shannon Davidson (Planning) <sdavidson@hallcounty.org>; Stan [redacted] Stan Hunt <shunt@hallcounty.org>; Andre Castleberry [redacted]
Cc: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Subject: August 4, 20225 HCPC meeting - Old Winder Hwy Rezoning Application

Good morning, Planning Commissioners.

Chairman Braswell sent over an email back in June seeking some guidance from the county regarding the street design for 5401 Old Winder Highway. This morning, we received a follow up response from Brent Cook, County Engineer, to his original comments, and I wanted to share his additional thoughts with the board. Please see below: (Brent's original comments from June 2025 are in green and the follow up comment from this morning 7.31.2025 are in red.)
……

In reviewing the Agenda for our 6/16/2025 PC meeting, I have a few concerns/questions regarding Items #8 and #9. My questions/concerns are specifically related to traffic issues that are internal to the proposed residential (Item #8) and industrial (Item #9) applications. While I realize that there are GDOT plans for future improvements to Hwy 211, the Traffic Impact Study, the site plan nor the applicant's narrative do not address internal traffic issues. Obviously, detailed engineering is not required at this point of the application process, but there doesn't appear to be any thoughts or ideas provided in the application that address this issue.

Can you inquire of Hall Co Traffic Engineering (HCTE) what they believe the most practical and safest type of street design that might be appropriate for this type of development? Including:

- Their design thoughts should include not only the number of vehicles per day but also the mixture of vehicles, e.g., several hundred passenger vehicles mixing with approximately 936 heavy trucks per day, within the development.

Yes, I would like to see:

- a vehicle distribution on the road network. This means an diagram at each intersection of the movement volumes.
- the vehicle classification at each intersection. This is the mixture of the vehicles making each movement.

- Because of this unusual vehicle mixture, I would like to see an access management plan that better incorporates driveway locations that accommodate expected peak hour turning movement queueing and ensure safe operations for all users.

None of these were included. They can be provided outside of the TIS with a simple Traffic Engineering (TE) report for each internal intersection with the main "parkway". The access management plan can be shown in the TE with how the queueing is accommodated.

- What type of street is needed? i.e., a four-lane divided parkway with a median?
- If a 4-lane parkway is proposed, it needs to plan to carry this section to the last driveway.
  - The 4-lane roadway should include left and right turn lanes at each intersection as appropriate, that meet minimum storage and taper lengths.
- If they desire to stop it short of the last driveway, they need to provide a traffic engineering report justifying the transition to a 2-lane roadway.

In the last meeting, I understood the "parkway" was proposed to be a 3-lane section (2 thru lanes and a two-way-left-turn-lane). However, the updated site plan only shows a 2 lane roadway. Again, use the TE's to verify this will result in an adequate level of service and sufficient queueing distance. At a minimum, left turn lane will be required on the roadway that would easily be accommodated if constructed as a 3-lane section.

- Should alternatives to the normal street construction standards need to be increased to handle heavier (by weight) truck traffic. Should bonding requirements be changed to reflect a change in the construction design? After all, if the applicants are approved (in some form), the internal roadway will become the responsibility of the County to maintain at some point in the future.
- I would expect a pavement typical section that is consistent with a GDOT commercial driveway permit, shown below:

REQUIRED PAVEMENT SPECIFICATIONS
1 1/4"--------- 9.5 mm SUPERPAVE
2"--------19 mm SUPERPAVE
8"--------25mm SUPERPAVE
12"----------GRADED AGGREGATE BASE COURSE

This is for informational purposes to notify the applicant this is the pavement spec we will require on the LDP.

Beyond these questions, I am concerned about the proximity of the first driveway as you enter from SR 211. The site plan I've seen shows 2 lanes entering at SR 211 and then dropping a right turn lane at the first driveway which is very close to SR 211. Additionally, this location does not appear to show left turn lane which is extremely unsafe. Additionally, this short spacing does not allow for safe weaving movements. This access point needs to be relocated farther away from SR 211 or they need to consider treatments that offer a safer operational environment.

I understand the submitted traffic study recommends a single lane roundabout at the SR 211 intersection. I would like to see how the expansion to a multi-lane roundabout would impact the first internal access points.

I do believe a roundabout (both single lane and multi-lane) would only require a single departure from and single approach lane to SR 211 A roundabout can process a lot of traffic safely and wouldn't necessitate multiple driveway lanes. But, as previously stated, the first internal driveway as shown is concerning no matter the SR 211 intersection treatment.

These concerns seem to have been resolved with the transition to a 3-lane section. Please make sure that the site plan submitted for permitting reflects the 3-lane section and the TE studies have adequately addressed the peak hour queueing.

.....

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Wed 5/14/2025 1:21 PM
To Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>

June 16, 2025 Hall County Planning Commission Meeting

1. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) | on a 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: 700 unit residential development** | ** Commission District 1 | **K2P Land Partners, LLC, applicant**

   Hall County Fire Marshals Office will require the following code requirements below to be applied to the 700 unit residential development.

International Fire Code D106.2 Projects having more than 200 dwelling units.

Multiple-family residential projects having more than 200 *dwelling units* shall be provided with two separate and *approved* fire apparatus access roads regardless of whether they are equipped with an *approved automatic sprinkler system*.

International Fire Code D106.3 Remoteness.

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.

International Fire Code D105.1 Where required.

Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, *approved* aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

International Fire Code D105.2 Width.

Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof.

International Fire Code D105.3 Proximity to building.

One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building, and shall be positioned parallel to one entire side of the building.

The requirements mentioned above are not all inclusive, additional requirements / modifications may be required during the development review process.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

May 28, 2025

Re: Rezoning of 5401 Old Winder Highway, Braselton, Georgia 30517

We hope that this letter finds you well. To initiate a connection and establish a line of communication within our community, I, Steven P. Gilliam and developer K2P Land Partners, LLC, would like to inform you that rezoning applications have been submitted to the Hall County Board of Commissioners to rezone 84.304+/- acres as a residential development, and 194.108+/- acres as a light-industrial development on 5401 Old Winder Highway, Braselton, Georgia (the "Property"). The zoning public notice signs have recently been posted on the property.

The residential development will consist of approximately 320 multi-family units and a mixture of 380 townhomes and rear-loaded stacked townhomes, preserving a proposed 35% or 30 acres of open space with all setbacks consistent with Hall County's zoning requirements.

The light-industrial development will consist of approximately 1,719,640 SF of light industrial warehouse space, divided into four separate buildings, preserving a proposed 60% or 120 acres of open space with all setbacks consistent with Hall County's zoning requirements.

We would like to invite you to join us for a neighborhood informational meeting at **Mulberry Creek Community Center, located at 4491 JM Turk Road, Flowery Branch, Georgia 30542, on Wednesday, June 11, 2025, at 6:30PM.** We will be happy to answer any questions you may have and further explain the proposed development.

I have enclosed for your convenience the Conceptual Site Plan, which illustrates the proposed development.

We are committed to keeping you all informed during the process of our application. If you have any questions, comments, or concerns, please do not hesitate to contact me or Amanda Graham, my legal assistant, at Smith, Gilliam, Williams and Miles, P.A. at 770-536-3381 or at agraham@sgwmfirm.com.

Sincerely,

/s/ Steven P. Gilliam

Attorney for K2P Land Partners, LLC

Amanda Graham

Amanda M. Graham

Legal Assistant to Steven P. Gilliam

C: K2P Land Partners, LLC

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

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Outlook

5401 old winder hwy

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 6/2/2025 10:40 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Amanda Graham <agraham@sgwmfirm.com>
Sent: Monday, June 2, 2025 10:24 AM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: Steve Gilliam <sgilliam@sgwmfirm.com>
Subject: FW: 5401 old winder hwy

Good morning, Beth,

I hope you had a nice weekend. I received the below e-mail from neighboring property owner, Darrell Capps, regarding the 5401 Old Winder Hwy community meeting.

Best,
Amanda

Amanda Graham

Legal Assistant
Smith, Gilliam, Williams & Miles, P.A.

(770) 536-3381 P.O. Box 1098 340 Jesse Jewell Parkway, Suite 300
agraham@sgwmfirm.com Gainesville, Georgia 30503-1098 Gainesville, Georgia 30501

SMITH GILLIAM
WILLIAMS & MILES

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From: Darrell Capps <[redacted]
Sent: Saturday, May 31, 2025 12:41 PM
To: Amanda Graham <agraham@sgwmfirm.com>
Subject: 5401 oldwinder hwy

Thank you for the letter with information on this project,,we're excited about this project, and hope all goes well in getting it passed. Progress is coming this way with all the growth and we embrace the changes, we've live here on oldwinder hwy for 39 years we're so glad for all the growth it helps us go to places much closer to our home.WE'LL definitely be at the meeting thank you,,Darrell and Glenda Capps.

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Outlook

Hwy211 Development @ Pleasant Hill Lane

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Wed 6/11/2025 1:49 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Sent: Wednesday, June 11, 2025 1:47 PM
[redacted]
Cc: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Subject: From: lenpalm2000 [redacted]
Sent: Tuesday, June 10, 2025 2:18:27 PM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: B.Garmon@hallcounty.org <B.Garmon@hallcounty.org>
Subject: Hwy211 Development @ Pleasant Hill Lane

Good afternoon Ms. Garmon,
We live across the street, on Pleasant Hill Lane, of the purposed Lt Industrial and multi residential development. We are strongly apposed to this development. Hwy 211 cannot handle this.
There are so many massive warehouses that are new in the area sitting empty , for example, Jesse Cronic road and Park 85.
The expansion of 211 is not even going to begin until 2029. It takes us some times 45 minutes to get to 85 which is 3 miles away.
This development is over 700 residential and several warehouses, one that is over a million square feet.
Please consider the negative impact this development plus all the development that has already been started down near Union Church road impacts us already.
Thank you for your consideration
Len Palmer-Davis

Sent via the Samsung Galaxy S20 FE 5G, an AT&T 5G smartphone

Outlook

5401 Old Winder Highway

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 6/16/2025 2:11 PM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Amanda Graham <agraham@sgwmfirm.com>
Sent: Monday, June 16, 2025 11:42 AM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: Steve Gilliam <sgilliam@sgwmfirm.com>; Cameron Henderson <cameron@atlaslanddev.com>; Mike Phelps <mphelps@bfhcompany.com>; Jon Davis <jdavis@crowholdings.com>
Subject: RE: 5401 Old Winder Highway

Good morning, Beth,

As discussed with Steve earlier this morning, we would like to request to table the residential and light-industrial rezoning applications for 5401 Old Winder Highway (HZON25-0021 and HZON25-0022) to the Hall County Planning Commission Hearing scheduled for Monday, August 4, 2025. If you need any additional information at this time, please let me know.

Thank you,
Amanda Graham

Amanda Graham

Legal Assistant
Smith, Gilliam, Williams & Miles, P.A.

(770) 536-3381 P.O. Box 1098 340 Jesse Jewell Parkway, Suite 300
agraham@sgwmfirm.com Gainesville, Georgia 30503-1098 Gainesville, Georgia 30501

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WILLIAMS & MILES

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Outlook

Town Hall meeting on Monday

From Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Date Mon 8/4/2025 8:48 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

From: Sarah Petito <[redacted]
Sent: Sunday, August 3, 2025 8:46 PM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>
Subject: Town Hall meeting on Monday

You don't often get email from [redacted] Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening Ms. Greenway,

I was hoping to come to the town hall meeting Monday evening regarding 5401 Old Winder Hwy and 1661 Friendship Rd building development proposals, but can't make it anymore, as my oldest is sick.

I live in Flowery Branch, and have been a resident here since 2021. We live in Boulder Creek neighborhood off Spout Springs, so not a new build. When we moved in, construction work was still being completed on Spout Springs, for which we are thankful.

However, I'm writing this evening to hopefully be included in any emails/voices at the meeting that are opposed to these developments.

This area in Hall county (off Friendship road, 211, now Hwy 53) simply doe NOT have the infrastructure to support the intended builds. Traffic is increasingly insane, particularly at the Friendship Road and Spout Springs intersection, as well as 211 leading up to Chick fil A Braselton FROM 53. Certain turns in these areas are awful and dangerous. While not in the area I'm talking about, I already hate the couple of newer developments on Spout Springs going south - there are just not any safe areas to make a left turn, thus causing potential accidents on a two lane road that drives fast.

There is no reason for the county to approve these projects from an infrastructure perspective - we just don't have the capacity to support more and more people that you're inviting to live and work in the area. I realize what is happening is par for the course - I grew up in Gwinnett county, which is overrun and has awful traffic, and now those people are fleeing to Hall/the "hills" of Habersham, White, etc. Jackson county is becoming a mess of traffic and overloaded roads.

Please consider whatever people talk about at the meeting regarding concerns for this zoning application.

Thanks so much,

Sarah Petito

SMITH GILLIAM
WILLIAMS & MILES

Website: sgwmfirm.com
Phone: 770.536.3381
Fax: 770.531.1481
Mailing Address: P.O. Box 1098
Gainesville, GA 30503

September 8, 2025

Beth Garmon, Director of Planning and Zoning
bgarmon@hallcounty.org

Re: 5401 Old Winder Highway Rezonings; HZON25-0021 and HZON25-0022

Dear Beth,

The above-mentioned rezoning applications are slated to be heard by the Board of Commissioners on Thursday, September 11, 2025. I am requesting that the two applications be tabled to the Tuesday, October 7, 2025, Board of Commissioners Hearing, since Commissioner Powell will not be able to attend the September 11, 2025 meeting.

Thank you in advance for making this request known to the Board of Commissioners.

With cordial regards, I remain,

Sincerely,

/s/ Steven P. Gilliam

Cc: Cameron Henderson
Mike Phelps
Jon Davis

Street Address:
Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

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ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: K2P LAND PARTNERS, LLC
REQUEST: REZONE FROM AR-1 TO R-MF FOR A 700 UNIT RESIDENTIAL DEVELOPMENT
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: Aug. 4, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: OCT. 7, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN MAY 09, 2025 AND NO LATER THAN MAY 18, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN MAY 18, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, Dave Loftus (Please Print Name)**, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** May 15, 2025 (Date) **for** 5401 Old Winder HWY (Name application filed as).

Signature _____
(The original document is required)

Revised September 2021

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 566/2025

SUBJECT: **1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) | **Proposed Use: Indoor/outdoor storage and warehousing** | Commission District 4 | **Valiant Services c/o David Elder, applicant**

Meetings:

Work Session Date: 10/06/25 **Voting Meeting Date:** 10/07/25

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions

1. The property shall be developed in accordance with the site plan and narrative dated July 22, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any state regulations or other agencies or reviewing departments including Hall County Engineering for driveway placement and compliance.
3. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
4. In Phase 1, the outdoor storage area shall be screened by a planted landscape strip located parallel to West Ridge Road. The two end caps of the proposed buildings facing West Ridge Drive shall feature brick or stone facades. Final review and approval shall be subject to the Director of Planning and Zoning, or their designee.
5. In Phase 2, all end caps of the proposed buildings facing West Ridge Drive shall have brick or stone facades, including the building to be located where outdoor storage is designated in Phase 1.
6. Prior to the request being heard by the Board of Commissioners, the applicant shall revise the site plan to address the Planning Commission's recommended conditions. The revised site plan shall be submitted for review to the Director of Planning and Zoning, or their designee.

Purpose of Request: **History:**

1119 & 1137 West Ridge Road | Rezone | from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) | **Proposed Use: Indoor/outdoor storage and warehousing** | Commission District 4 | **Valiant Services c/o David Elder, 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
KE	BG	JL	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat
Maps
Deed
Legal Description
Water Availability
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Notice Sign

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: September 22, 2025

Subject: **1119 & 1137 West Ridge Road** | **Rezone** | from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) | **Proposed Use: Indoor/outdoor storage and warehousing | Valiant Services c/o David Elder, applicant**

The request before you is from Valiant Services c/o David Elder to rezone from Residential 1 (R-1) and Light Industrial (I-1) to Light Industrial (I-1) for indoor and outdoor storage and warehousing. This item is located within Commission District 4.

At their September 2, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with six (6) conditions (4-0, Hunt absent).**

Staff recommendation: **Approval, with conditions,** as the proposed use is consistent with the "Employment Nodes & Corridors" future land use classification within the Comprehensive Plan.

There were **no comments submitted** in advance of the Planning Commission meeting and **no one spoke during the public hearing.**

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan and narrative dated July 22, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any state regulations or other agencies or reviewing departments including Hall County Engineering for driveway placement and compliance.

3. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
4. In Phase 1, the outdoor storage area shall be screened by a planted landscape strip located parallel to West Ridge Road. The two end caps of the proposed buildings facing West Ridge Drive shall feature brick or stone facades. Final review and approval shall be subject to the Director of Planning and Zoning, or their designee.
5. In Phase 2, all end caps of the proposed buildings facing West Ridge Drive shall have brick or stone facades, including the building to be located where outdoor storage is designated in Phase 1.
6. Prior to the request being heard by the Board of Commissioners, the applicant shall revise the site plan to address the Planning Commission's recommended conditions. The revised site plan shall be submitted for review to the Director of Planning and Zoning, or their designee.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Valiant Services c/o David Elder

Request ..... (A) **Rezone** | from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1)

Proposed Use ..... Indoor/outdoor storage and warehousing

Size ..... 4.73± acres

Zoning ..... **Current:** Residential 1 (R-1) & Light Industrial (I-1)
Proposed: Light Industrial (I-1)

Location ..... **1119 & 1137 West Ridge Road |** Tax Parcels 00054 001040B (pt) & 001040 (pt)

Commission District ..... Four

Planning Commission Date ..... September 2, 2025

Staff Recommendation ..... **(A) Approval, with conditions,** as the proposed use is consistent with the "Employment Nodes & Corridors" future land use classification within the Comprehensive Plan

Record Number..... HZON25-0034

Planning Commission Recommendation ..... **Approval,** with conditions

Vote: 4-0 (Hunt absent)

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan and narrative dated July 22, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any state regulations or other agencies or reviewing departments including Hall County Engineering for driveway placement and compliance.

3. All conditions of zoning shall be made as part of any plats or construction plans created for the property.

4. In Phase 1, the outdoor storage area shall be screened by a planted landscape strip located parallel to West Ridge Road. The two end caps of the proposed buildings facing West Ridge Drive shall feature brick or stone facades. Final review and approval shall be subject to the Director of Planning and Zoning, or their designee.

5. In Phase 2, all end caps of the proposed buildings facing West Ridge Drive shall have brick or stone facades, including the building to be located where outdoor storage is designated in Phase 1.

6. Prior to the request being heard by the Board of Commissioners, the applicant shall revise the site plan to address the Planning Commission's recommended conditions. The revised site plan shall be submitted for review to the Director of Planning and Zoning, or their designee.

Excerpts from the minutes of the September 2, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request. presented the request.

David Elder, 123 Bear Creek Lane, presented the request. The applicant has submitted two concurrent requests as part of a proposed industrial development: (A) to rezone a 4.73± acre tract from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) and (B) a variance to eliminate the 50 foot transitional buffer required between residentially-zoned property and the proposed development, as required in the Gateway Corridor Overlay District (GCOD) standards.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Chairman Braswell began by requesting that the applicant, Mr. Elder, identify the location of the requested buffer variance. Mr. Elder explained that the buffer is located adjacent to Residential 1 (R-1) zoning. Chairman Braswell then asked for a time frame for Phase Two of the project, which does not include outdoor storage and therefore would not require the buffer. Mr. Elder responded that the second phase would likely not be considered for at least two years.

Chairman Braswell asked Director Garmon whether it would be possible to obtain a land disturbance permit (LDP) for both phases of the project. Director Garmon stated that she would need to confirm with the Engineering and Building Inspections departments, but from a Planning perspective, it would be acceptable to phase the development.

Chairman Braswell then inquired about the dimensions of the proposed buildings and the overall square footage. He and Mr. Elder recalculated the square footage during the meeting, and Mr. Elder stated that he would verify the numbers and provide building dimensions prior to the Board of Commissioners (BOC) meeting.

Chairman Braswell also asked for clarification regarding the narrative's mention of combining 13 remaining parcels zoned R-1. Mr. Elder explained that the lots are very small and that the remaining tracts under his client's ownership lack sufficient road frontage. Therefore, they intend to combine those tracts and address them in the future.

Finally, Chairman Braswell asked whether the applicant would be comfortable using brick or stone or a combination of both on the building facades facing West Ridge Road. Mr. Elder confirmed.

A
***Motion:* A motion to approve, with conditions was made by André Castleberry and seconded by Frank Sosebee. Vote: 4-0 (Hunt absent)**

B
***Motion:* A motion to approve, with conditions was made by André Castleberry and seconded by Frank Sosebee. Vote: (Hunt absent)**

(A) & (B) Conditions:

1. The property shall be developed in accordance with the site plan and narrative dated July 22, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any state regulations or other agencies or reviewing departments including Hall County Engineering for driveway placement and compliance.

3. All conditions of zoning shall be made as part of any plats or construction plans created for the property.

4. In Phase 1, the outdoor storage area shall be screened by a planted landscape strip located parallel to West Ridge Road. The two end caps of the proposed buildings facing West Ridge Drive shall feature brick or stone facades. Final review and approval shall be subject to the Director of Planning and Zoning, or their designee.

5. In Phase 2, all end caps of the proposed buildings facing West Ridge Drive shall have brick or stone facades, including the building to be located where outdoor storage is designated in Phase 1.

6. Prior to the request being heard by the Board of Commissioners, the applicant shall revise the site plan to address the Planning Commission's recommended conditions. The revised

site plan shall be submitted for review to the Director of Planning and Zoning, or their designee.

(A) Staff recommends APPROVAL of the applicant's request with the following conditions:

1. The property shall be developed in accordance with the site plan and narrative dated July 22, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any state regulations or other agencies or reviewing departments including Hall County Engineering for driveway placement and compliance.
3. All conditions of zoning shall be made as part of any plats or construction plans created for the property.

(B) Staff recommends DENIAL of the applicant's request.

Summary Analysis

The applicant has submitted two concurrent requests as part of a proposed industrial development: (A) to rezone a 4.73+ acre tract from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) and (B) a variance to eliminate the 50 foot transitional buffer required between residentially-zoned property and the proposed development, as required in the Gateway Corridor Overlay District (GCOD) standards.

The surrounding properties are zoned and developed as outlined below:

North:	Highway Business (H-B): Developed with an 8,060 square foot warehouse storage building, & Residential 1 (R-1): Developed with single-family homes
East:	Residential 1 (R-1): Developed with single-family homes, & Light Industrial (I-1): Developed with a 6,000 square foot storage building
South:	Residential 1 (R-1): Developed with single-family homes, & Light Industrial (I-1): Developed with 12,800 square feet of maintenance storage building
West:	Residential 1 (R-1): Developed with single-family homes, & Light Industrial (I-1): Developed with various industrial uses including repair garage and storage

Per the submitted narrative and site plan, the applicant is requesting to rezone a new, proposed tract consisting of a portion of 1119 and 1137 West Ridge Road from Residential 1 (R-1) and Light Industrial (I-1) to I-1. The applicant states that the remnant parcel will remain zoned residential and be combined with several adjacent parcels located along Marlow Drive to serve as road frontage to the property.

Per the submitted narrative, the property is currently used for outdoor storage. The proposed development would consist of two phases. Phase one would consist of constructing 28 indoor storage units along the exterior boundaries of the proposed tract with the central area being utilized for outdoor storage. Phase two would replace the outdoor storage area with an additional 8 indoor storage units. No elevations were provided.

Per the submitted site plan, a stormwater detention facility is proposed on the south side of the development with 20 foot rear and side yard setbacks being maintained and a 50 foot front yard setback. A 50 foot buffer is required between any industrial development with outdoor activity and residentially-zoned property; however, the applicant requests that the development be exempt from the requirement. Per the submitted narrative, the applicant states that outdoor storage is an existing use that will only remain until the second phase of the project is constructed. The application states that outdoor storage will be in the center of the property and the buildings proposed for the first phase will serve as screening of the outdoor storage; once the second phase is constructed, this storage area will be eliminated.

Per the site plan, two access points are proposed; one would be aligned with Stallworth Street and the other slightly south of that point.

Water and sewer service will be provided by the City of Gainesville Department of Water Resources as confirmed in an email dated May 12, 2025. This email states that in order for the development to connect to public sewer, an annexation agreement will be required as the properties are not currently contiguous with the city limits of Gainesville. The fully executed agreement would be required prior to approval of any land development permits.

Based on the future land use plan, staff finds the rezoning request *is consistent* with the Comprehensive Plan's future land use classification of Employment Nodes & Corridors. The intent of this future land use designation is for new development along major road corridors and intersections to consist of industrial and/or office uses housed in either formalized campuses or along major road corridors that have existing or future access to water and sewer. These areas may also include higher density residential uses, where appropriate. Site designs should use the quality development principals to the fullest extent possible.

(A) Zoning Analysis – Rezone

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed Light Industrial (I-1) zoning district and proposed use is consistent with the use, development, and zoning of adjacent and nearby properties.**

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the use would adversely affect adjacent or nearby property provided required buffers are maintained.**

c. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; ; **The proposed rezoning is not expected to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the Comprehensive Plan and the Employment Nodes & Corridors future land use designation.**

f. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.**

g. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property values including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **According to GIS imagery, 1119 West Ridge Road appears to have been utilized for a variety of storage over the past 25 years. Between 2015 and 2017 all previous structures on the property were removed, and a demolition permit was issued for a single-family home in 2017. A commercial building occupied 1137 West Ridge Road until 2022 when a demolition permit was obtained to remove the structure due to fire damage.**

j. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**

k. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning of Light Industrial (I-1) would not create an isolated district as other surrounding properties are also zoned I-1.**

l. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**

n. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support light industrial uses based on the Future Land Use Map; however, the development as proposed requires rezoning approval by the Board of Commissioners.**

o. Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request could not be handled alternatively as a variance.**

p. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

(B) <u>Zoning Analysis</u> – Variance to table 8.2.3

The Planning Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the particular lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **No, there are no extraordinary or exceptional conditions pertaining to the physical character of the lot to prevent the project design from meeting development standards.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **No evidence has been provided that an unusual hardship exists to prevent the development from complying with this requirements.**

3. Such conditions are peculiar to the property involved and are not common to other properties in the neighborhood; **There are no conditions peculiar to the property involved that are not common to other properties in the neighborhood.**

4. Such conditions are not the result of any actions of the property owner; **The elimination of the required buffer is a direct request of the property owner.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission. **Relief, if granted, will not impair the purposes and intent of the Unified Development Code of Hall County.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

    c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

    d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In an email dated August 1, 2025, Emily McGahee stated, "No comment. Public sewer."

Georgia Department of Transportation
In an email dated July 28, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is not required.

Hall County Public Works and Utilities
In a memo dated August 1, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

Traffic:
No comment

Utilities:
Gainesville sewer service area. Infrastructure is onsite

Hall County Fire Marshal
In an email dated July 25, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "If approved the site development plan may require modifications during the development review process."

PLANNING AND ZONING DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
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ZONING APPLICATION

Applicant (Name & Mailing Address)

Valiant Services c/o David Elder
P.O. Box 1122
Jefferson, GA 30549
Phone 678.227.4545
Email Address david@redrockga.com

Property Owner (Name & Mailing Address)

ROMO Industrial, LLC c/o Henry Moen
775 Ridgewood Ave.
Gainesville, GA 30501
Phone [redacted]
Email Address [redacted]

Proposed Use Inside and Outside Storage

Contact Person (Name & Mailing Address)

David Elder
P.O. Box 1122
Jefferson, GA 30549
Phone 678.227.4545
Email Address david@redrockga.com

Status of Applicant

- ϒ Owner
- ϒ Option to Purchase
- ϒ Area Resident
- ϒ Other x

Requested Action

Existing Zoning: I-1 and R-I
Rezone to: I-1
Fee:$
Receipt #:
Check #:

Tax Parcel Number 00054 001040 AND 00054 001040B
Acreage 28.66 Total, 4.73 I-1, 23.93 R-I
Location Address 1137 and 1119 WEST RIDGE RD. GAINESVILLE, GA 30501

I hereby certify that the above information and all attached information are true and correct.

Print: David W. Elder Date: 06/19/25
Sign: Date: 06/19/25

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign Date:

Staff Use Only

Application Date: Taken by:

Tentative Planning Commission Date: Tentative County Commission Date:

County Commission District:

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) ROMO Industrial, LLC c/o Henry Moen

Address 775 Ridgewood Ave.

Gainesville, GA 30501

Phone Number [redacted]

Name of applicant(s) Valiant Services c/o David Elder

Address P.O. Box 100

Bogart, GA 30622

Phone Number 678.227.4545

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

11/20/2024
Date

KAYLA WATSON
NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 27, 2025
TUMPKIN COUNTY, GEORGIA

Operating Agreement

HHRPM L.L.C.,
a Georgia Limited Liability Company

THIS OPERATING AGREEMENT of HHRPM L.L.C. (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Georgia limited liability company under the Georgia Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Georgia. The Members hereby adopt and approve the Articles of Organization of the Company filed with the Georgia Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Georgia Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions,
(3) decreased by any distributions made by the Company to such Member, and
(4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Georgia Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 **Initial Capital Contributions**. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 **Subsequent Capital Contributions**. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 **Additional Members**.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts**. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest**. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Georgia Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations**. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions**. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Georgia Limited Liability Company Act.

3.3 **Limitations on Distributions**. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 **Management**.

A. **Generally**. Subject to the terms of this Agreement and the Georgia Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action**. Unless greater or other authorization is required pursuant to this Agreement or under the Georgia Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization**. Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

(i) A material change in the purposes or the nature of the Company's business;

(ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;

(iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

(iv) The amendment of this Agreement.

4.2 **Officers**. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts**. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records**. The Members will keep or cause the Company to keep the following business records.

(i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;

(ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

(iii) A copy of the Articles of Organization of the Company, as may be amended from time to time ("Articles of Organization"); and

(iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election**. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member**. Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking**. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP VOTING AND MEETINGS

6.1 **Members and Voting Rights**. The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Georgia Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Georgia Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action of the members.

6.2 **Meetings of Members**. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Meetings may be called by any Member or Members, holding 10% or more of the Percentage Interests, for the purpose of addressing any matters on which the Members may vote. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Georgia Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Georgia Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal**. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

(i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;

(ii) Entry of a decree of judicial dissolution under Subsection (a) of Code section 14-11-603 of the Georgia Limited Liability Company Act;

(iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(iv) The sale or transfer of all or substantially all of the Company's assets;

(v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events**. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification**. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Georgia law. "Proceeding," as used in this Article 9, means any threatened,

pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Georgia law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 **Expenses Paid by the Company Prior to Final Disposition**. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice**. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 **Entire Agreement; Amendment**. This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Georgia Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in

the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Georgia Limited Liability Company Act.

10.3 **Governing Law; Severability**. This Agreement will be construed and enforced in accordance with the laws of the state of Georgia. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 **Further Action**. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 **No Third Party Beneficiary**. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

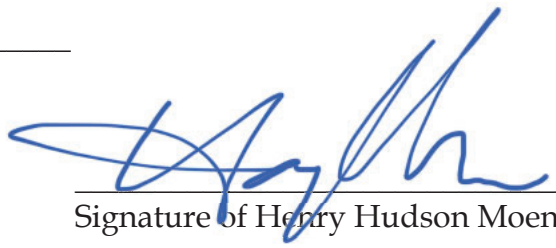
10.6 **Incorporation by Reference**. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 10/7/23



Signature of Henry Hudson Moen

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	**Capital Contribution**	**Percentage Interest**
Henry Hudson Moen 626 Dyer St. Gainesville, Georgia 30501	_____	100%

OPERATING AGREEMENT

OF ROMO INDUSTRIAL, LLC

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into as of the _____ day of May, 2024, by **TODD ROBSON** and **HHRPM L.L.C.,** as the members (each of whom are hereinafter referred to singularly as a "Member" and collectively as the "Members") of **ROMO INDUSTRIAL, LLC** (the "Company"), in accordance with the provisions of the Georgia Limited Liability Company Act, Official Code of Georgia, Annotated, §14-11-100 et seq., as amended (the "Act").

ARTICLE 1

Name and Principal Place of Business

1. Formation. On or about May 16, 2024, the Company was formed as a Georgia limited liability company upon execution and filing of the Articles of Organization with the Secretary of State of Georgia.

2. Name. The name of the Company is ROMO INDUSTRIAL, LLC.

3. Management. The management of the Company's business and affairs is reserved to the Members who shall manage the Company in accordance with the provisions of this Agreement and the Act.

4. Location. The principal place of business of the Company shall be 5326 Retreat Drive, Flowery Branch, Georgia 30542, or such other place within the State of Georgia as the Members may hereafter determine. The Members may establish additional places of business of the Company when and where required by the Company's business with the consent of a majority in interest of the Members.

5. Registered Agent. Todd Robson shall serve as the agent for service of process at the following address: 5326 Retreat Drive, Flowery Branch, Hall County, Georgia 30542.

6. Termination of Prior Operating Agreement. The operating agreement of the Company in effect as of the date hereof is hereby terminated and replaced by this Agreement.

ARTICLE 2

Company Business

The general nature of the business of the Company shall be to carry on any business not contrary to the limited liability company laws of the State of Georgia. The Company shall have and exercise all of the powers, rights and privileges conferred by the laws of the State of Georgia upon limited liability companies thereunder.

ARTICLE 3

Term; Early Dissolution

1. Term. The term of the Company shall commence on the date the Articles of Organization are filed with the Secretary of State of Georgia, and the Company shall continue to exist until dissolved pursuant to either Section 3.2 herein or §14-11-602 of the Act.

2. Early Dissolution. The Company shall be dissolved if and when any of the following shall occur:

(a) Upon the written agreement of at least a majority in interest of the Members; or

(b) The happening of any event that makes it unlawful or impossible to carry on the business of the Company.

ARTICLE 4

Membership Percentages; Membership Units

4.1 Members. The names, Membership Percentages, and Membership Units of the Members are as follows:

Member	Membership Percentage	Membership Units
Todd Robson	50%	5000
HHRPM, L.L.C.	50%	5000

4.2 Membership Units. The Membership Units set forth in Section 4.1 herein (along with any additional Membership Units issued pursuant to Article 13 herein) shall be referred to as "Membership Units." The Members' relative rights to vote on all matters shall be based upon their Membership Units.

Each Member's capital account balance shall be the balance shown on the books of the Company.

3. Additional Contributions. The Members shall not be obligated to make any additional capital contributions to the Company. If the Members determine additional capital is needed in order to carry on Company business, the Members may make voluntary contributions, in such amounts as the Members may determine.

4. Liabilities of Members. Except as otherwise provided by law, no Member shall be liable for any losses, debts or obligations of the Company or be required to contribute any capital or lend any funds to the Company other than as provided above; provided, however, that the capital contribution of the Members shall be subject to the risk of the business of the Company and subject to the claims of the Company's creditors, and, provided further, that after any Member has received a return of any part of his capital contribution to the Company, he shall be liable to the Company for his proportionate share of any sum not in excess of the amount of such return contribution plus interest thereon necessary to discharge any liabilities of the Company to creditors whose claims existed at the time such returns were made. Except as otherwise expressly provided in this Agreement, no Member shall be entitled to receive a return of his capital contribution.

ARTICLE 5

Capital Accounts

5.1 Capital Accounts. An individual capital account ("Capital Account") shall be maintained for each Member as follows:

(a) The Capital Account of each Member shall be increased by:

(i) The amount of cash and the fair market value (as agreed upon by the Member and the Company) of any property owned by the Member contributed to the Company,

(ii) The Member's distributive share of net profits of the Company and any items in the nature of income or gain that are specially allocated pursuant to Section 6.6 hereof, and

(iii) The amount of any Company liabilities assumed by the Member or which are secured by any property owned by the Company distributed to the Member.

(b) The Capital Account of each Member shall be decreased by:

(i) The amount of cash and the fair market value (as agreed upon by the Member and the Company) of any property owned by the Company distributed to the Member,

(ii) The Member's distributive share of net losses of the Company and any items in the nature of expenses or losses that are specially allocated pursuant to Section 6.6 hereof, and

(iii) The amount of any liabilities of the Member assumed by the Company or which are secured by any property contributed by the Member to the Company.

2. Transfer of Membership Unit. In the event any Membership Unit in the Company is transferred in accordance with the terms of this Agreement, the transferee will succeed to the Capital Account of the transferor to the extent such Capital Account relates to the transferred Membership Unit(s).

3. Tax Considerations. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with §1.704-l(b) (relating to the determination of each Member's distributive share) of the Regulations, and shall be interpreted and applied in a manner consistent with such Regulations. The Members shall modify the manner in which the Capital Accounts are computed in order to comply with such Regulations, provided that it is (in the reasonable judgment of the Members) not likely to have a material effect on the amounts distributable to any Member pursuant to this Agreement. The Members shall also make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Regulations §1.704-l(b)(2)(iv)(g) (relating to adjustments to reflect book value).

4. Net Profits and Losses. For purposes of this Article 5, "net profits" and "net losses" mean, for each fiscal year or other period, an amount equal to the Company's taxable income

or loss for such year or period, determined in accordance with Code §703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code §703(a)(l) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing taxable income or loss pursuant to this Article 5 shall be included in computing net profits or losses;

(b) Any expenditures of the Company described in Code §705(a)(2)(B) (relating to non-deductible expenses), or treated as such pursuant to Regulations §1.704-l(b)(2)(iv)(i), and not otherwise taken into account in computing taxable income or loss pursuant to this Article 5 shall be included in computing net profits or losses;

(c) In the event the value of any Company asset is adjusted pursuant to Section 5.5 herein, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing net profits or losses;

(d) Gain or loss resulting from any disposition (including any gain or loss deemed to result from a tax-free distribution, contribution, or exchange) of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes;

(e) In lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(f) Notwithstanding any other provision of this Article 5, any items which are specially allocated pursuant to Article 6 hereof shall not be taken into account in computing net profits or losses.

5. Revaluation of Assets. The book value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Members, at the following times:

(a) The acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution;

(b) The distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; and

(c) The liquidation of the Company within the meaning of Regulations §1.704-1(b)(2)(ii)(g);

provided however, that adjustments pursuant to clauses (a) and (b) above shall be made only if a majority in interest of the Members reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company.

ARTICLE 6

Profits and Losses; Tax Allocations

1. Allocation of Profit and Loss. Except as hereinafter provided, the net profits or net losses of the Company shall be allocated among the Members in proportion to their Membership Units in the Company as set forth in Article 4 hereof.

2. Tax Allocations: Code §704(c). In accordance with Code §704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value on the date it was contributed.

In the event the fair market value of any Company asset is adjusted pursuant to Section 5.5 hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its fair market value in the same manner as under Code §704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by a majority in interest of the Members in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 6.2 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing any Member's Capital Account or share of profits, losses, or other items, or distributions pursuant to any provision of this Agreement.

6.3 Allocation of Member Nonrecourse Deductions. "Member Nonrecourse Debt" means nonrecourse Company debt for which one or more Members bears an economic risk of loss, as defined in Regulations §1.704-2(b)(4). "Member Nonrecourse Deductions" means, for each fiscal year, the Company deductions which are attributable to Member Nonrecourse Debt and are characterized as "partner nonrecourse deductions" under Regulations §1.704-2(b).

All Member Nonrecourse Deductions for each fiscal year shall be allocated to the Member or Members who bear the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable, in accordance with the ratio in which the Members bear such economic risk of loss and Regulations §1.704-2(0(1).

4. Minimum Gain. "Minimum Gain" means, with respect to all nonrecourse liabilities of the Company, the minimum amount of gain that would be realized by the Company if the Company disposed of all Company property subject to such liabilities in full satisfaction thereof, computed strictly in accordance with Regulations §§1.704-2(b) and (d).

5. Member Minimum Gain. "Member Minimum Gain" means, with respect to a Member Nonrecourse Debt, the minimum amount of gain that would be realized by the Company if the Company disposed of the Company property subject to such liability in full satisfaction thereof.

6. Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Notwithstanding any other provision of this Article 6, if there is a net decrease in Company Minimum Gain during any Company fiscal

year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in proportion to the respective amounts required to be allocated to each Member in accordance with §§1.704-2(f) and (g) of the Regulations. This Subsection 6.6(a) is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith. To the extent permitted by such Section of the Regulations and for purposes of this Subsection 6.6(a) only, each Member's Capital Account deficit shall be determined prior to any other allocations pursuant to this Article 6 with respect to such fiscal year and without regard to any net decrease in Member Minimum Gain during such fiscal year.

(b) Member Minimum Gain Chargeback. After the application of Subsection 6.6 (a) above, but prior to the application for such fiscal year of any other provision of this Section 6.6, if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during a fiscal year, then any Member with a share of the Member Minimum Gain attributable to such debt at the beginning of such year shall be allocated items of income and gain for such year (and, if necessary, subsequent years) in the amount and proportions necessary to satisfy the provisions of Regulations §1.704-2(i).

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulations §1.704- l(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Capital Account deficit of such Member as quickly as possible, provided that an allocation pursuant to this Subsection 6.6(c) shall be made if and only to the extent that such Member would have a Capital Account deficit after all other allocations provided for in this Article 6 have been tentatively made as if this Subsection 6.6(c) were not in this Agreement. This Subsection 6.6(c) is intended to comply with the qualified income offset requirement in Regulations §1.704-l(b)(2)(ii)(d)(3), and shall be interpreted consistently therewith.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Company fiscal year which is in excess of the sum of the amount such Member is obligated to restore pursuant to the penultimate sentences of Regulations §§1.704-2(g)(l) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Subsection 6.6(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 6 have been made as if this Subsection 6.6(d) and Subsection 6.6(c) above were not in this Agreement.

ARTICLE 7

Distributions

7.1 Cash from Operations. Subject to maintaining the Company in a sound financial and cash position (which, without limitation of the generality of the foregoing, shall include the provision for losses affecting the cash position of the Company and paying or making provision for the payment, when due, of obligations of the Company and obligations secured by, or by lien on, property of the Company) and establishing such reserve or reserves as a majority in interest of the Members determines may be reasonably required for the proper operation of the Company's business, the Company shall distribute to the Members, from time to time, the cash generated by the business operations of the Company ("Cash Flow"). A majority in interest of the Members shall determine, the amounts to be distributed and the time or times when distribution of such amounts shall be made.

2. Capital Transactions. All proceeds from a Capital Transaction (as hereinafter defined) shall be allocated and distributed to the Members in the manner provided herein. Upon the occurrence of any Capital Transaction, the proceeds of such Capital Transaction shall first be applied in payment of all expenses incurred in connection with such transaction and, to the extent specified in the terms of any such Capital Transaction, to the payment of any indebtedness secured by the asset involved in the Capital Transaction. All proceeds remaining thereafter, except for any amount thereof which a majority in interest of the Members determines is required for the support of the operations of the Company, if any, shall be referred to herein as "Net Proceeds" and shall be distributed to the Members within thirty (30) days after receipt by the Company. As used herein, a "Capital Transaction" means any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration other than capital contributions, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financings, refinancings, condemnations, recoveries of damage awards, and insurance proceeds.

3. Distributions. Distributions of Cash Flow and Net Proceeds shall be made to the Members in proportion to their Membership Units.

4. Limitations on Distributions. If a Member is in default on any financial obligation owed to the Company, then such defaulting Member shall not be entitled to any distributions of Cash Flow or Net Proceeds unless and until such default is cured, at which time such amounts (less any portions thereof applied on account of such default as provided below) shall be distributed to such Member; provided, however, that if such Member is in default as a result of its failure to pay any amount owed to the Company or to make any contribution to the capital of the Company, then all distributions to which such defaulting Member would be entitled shall be applied by the Company on account thereof on behalf of such defaulting Member. To the extent it becomes a defaulting Member, each Member hereby authorizes and directs the Company to apply all distributions otherwise payable to it in the manner set forth in the preceding sentence as and when permitted hereby.

ARTICLE 8

Powers and Duties of Members

8.1 Powers of Members. Subject to the restrictions of §14-11-305 of the Act, all powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Members, unless otherwise provided in the Act, the Articles of Organization, or this Agreement.

Every Member is an agent of the Company for the purpose of Company business, and the act of every Member, including the execution in name of the Company of any instrument for apparently carrying on in the usual way the business of the Company, binds the Company, unless such act is in contravention of the Articles of Organization or this Agreement, or unless the Member so acting otherwise lacks the authority to act for the Company and the person with whom he is dealing has knowledge of the fact that he has no such authority.

8.2 Limitation on Authority. Notwithstanding the broad grant of authority provided in Section 8.1 above, no Member has the authority to undertake any of the following actions on behalf of the Company without the prior written consent of a majority in interest of the Members:

(a) Acquire, hold, sell, lease or otherwise dispose of any real property and personal and mixed property associated therewith, other than such property that is disposed of in the Company's ordinary course of business;

(b) Borrow money outside the ordinary course of the Company's business, and secure the repayment of such borrowing by executing mortgages or deeds of trust, pledging or otherwise encumbering all or any part of the property of the Company, or refund, refinance and extend the maturity of any indebtedness created by such borrowing;

(c) Employ on behalf of the Company any Person (as hereinafter defined) that is an Affiliate (as hereinafter defined) of a Member;

(d) Enter into contracts, agreements or any other arrangement with any Person that is an Affiliate of a Member;

(e) Obligate the Company to any arrangement, or execute any contract or agreement, pursuant to which the Company will be required to make an aggregate expenditure or investment exceeding Ten Thousand Dollars ($10,000);

(f) Sell all or substantially all of the assets of the Company;

(g) Admit any Person as a new member into the Company; or

(h) Undertake, generally, to do any act, directly or indirectly, which is in contravention of this Agreement or which would make it commercially unsustainable to carry on the ordinary business of the Company.

8.3 Duties of Members. The Members shall manage the Company's business to the extent that the Members shall determine is necessary for the efficient operation thereof and shall also have the duties imposed by the other provisions of this Agreement. Except as provided otherwise in this Agreement, each Member may also devote himself to other business, whether or not similar in nature to the business of the Company.

4. Compensation of Members. Unless agreed to by a majority in interest of the Members, no Member is entitled to, nor may receive, any salary, draw or other compensation for services rendered on behalf of the Company in his or its capacity as a Member.

5. Officers, Salaries. A majority in interest of the Members, in their discretion, may decide whether the Company will have officers, and select all officers of the Company, if any, and, except to the extent that such authority is delegated to the President, fix their compensation. The fact that any officer is a Member will not preclude him from receiving a salary, draw or other compensation, or from voting upon the resolution providing the same.

6. Determination of Majority, etc. All references in this Agreement to a majority in interest, or a specified percentage of the Members, shall mean Members holding more than fifty percent (50%), of the Membership Units then held by all Members of the Company.

7. Tax Matters Partner. A majority in interest of the Members may select a "Tax Matters Partner" (as that term is defined in Code §6231 (a)(7)), who will have the authority and duty to represent and inform the Members as provided in the Code and Regulations.

ARTICLE 9

Meetings of Members

1. Annual Meetings. Within three (3) months after the end of each fiscal year of the Company, the Members shall convene an annual meeting. A place and time for each annual meeting that is reasonably convenient for all Members shall be selected, after consultation with each Member, unless the Members agree to hold the meeting by telephone. Each Member shall be given at least ten (10) days advance written notice of each annual meeting. The Members shall, at each annual meeting, discuss the financial and operational results of the Company's operations during the previous fiscal year.

2. Special Meetings. The Members may also convene special meetings of all Members, in the same manner as annual meetings, upon:

   (a) Direction by a majority in interest of the Members; or

   (b) Direction of a Member who reasonably believes that a meeting of all Members is necessary, due to special circumstances, financial or otherwise, affecting the Company.

9.3 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by Members who, in the aggregate, hold Membership Units in the Company sufficient to satisfy any specified percentage of the Members in interest set forth in this Agreement for approval of such action and such consent is delivered to the Company for filing with the Company records. Action taken under this Section 9.3 is effective when said Members have signed the consent, unless the consent specifies a different effective date. Within ten (10) days of receipt of said consent, the Members shall send written notice to all Members who did not execute said consent of the action so taken provided that failure to so notify shall not invalidate the action taken.

4. Waiver of Notice. Notice of a meeting of the Members need not be given to any Member who signs a waiver of notice either before or after the meeting. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting.

5. Quorum and Voting. A majority in interest of the Members shall constitute a quorum for the transaction of business. The act of a majority in interest of Members present, if a quorum exists, shall be the act of the Company.

ARTICLE 10

Officers

1. Officers of the Company. The officers of the Company may consist of a President, Secretary and Treasurer, and such other officers (including one or more Vice Presidents) as

a majority in interest of the Members may from time to time select. Any two or more of said offices may be held by the same person simultaneously.

2. Election. The officers shall be selected annually by a majority in interest of the Members, and each shall hold office until his death, disability, removal, resignation, or until his successor shall have been selected and qualified.

3. Removal. Any officer or agent may be removed by a majority in interest of the Members whenever in their judgment the best interest of the Company will be served thereby.

4. Powers and Duties. The officers of the Company shall have the following duties, with all powers necessary to the performance thereof, and such other duties and powers a majority in interest of the Members may designate:

(a) President - The President shall be the chief executive officer, and shall, subject to the control of a majority in interest of the Members, generally supervise and control all of the business and affairs of the Company. He shall sign, together with the Secretary or other authorized officer, all deeds, certificates of ownership and other formal papers incidental to the business of the Company. The President shall vote all stock in corporations owned by the Company.

(b) Vice President - In the absence of the President or in the event of his inability to act, one or more of the Vice Presidents shall perform the duties of the President, and exercise all the powers incidental thereto, as directed by a majority in interest of the Members. The Vice President also shall perform such duties and exercise such powers as may be designated from time to time by a majority in interest of the Members.

(c) Secretary - The Secretary shall keep the Minutes and records of the Company, have charge of the Member list and certificate transfer books of the Company, see that all notices required by law are given and, together with the President, sign all deeds, certificates of ownership and other formal papers incidental to the business of the Company.

(d) Treasurer - The Treasurer shall receive and hold all funds and securities of the Company, and have charge of Company finances generally. He shall be responsible for the preparation of all financial statements and returns required by law and shall sign all checks and notes of the Company.

(e) Additional duties - The above officers shall, in addition to the duties specifically prescribed above, have all duties and powers normally incidental to their respective offices.

(f) A majority in interest of the Members may delegate to any officer or agent any duties or authority hereinabove assigned to any officer, or may enlarge or restrict temporarily or permanently the duty and authority of any officer.

Provided, however, no officer has the authority to undertake any of the actions set forth in Section 8.2 herein without having received the prior written consent of all the Members.

5. Bond. A majority in interest of the Members may, in their discretion, require any officer, agent or employee of the Company to give such bond for the faithful performance of their duties as may be deemed necessary or desirable.

6. Vacancies. All vacancies in any office shall be filled promptly by a majority in interest of the Members.

ARTICLE 11

Certificates and Other Documents

The Members agree, when authorized pursuant to this Agreement or otherwise, to make, file or record with the appropriate public authority and (if required) publish the Articles of Organization, any amendments thereof and such other instruments and documents, as may be required or appropriate in connection with the business and affairs of the Company.

ARTICLE 12

Dissolution and Winding Up

12.1 Winding Up. Upon dissolution, the Company shall continue solely for the purposes of winding up affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members. No Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The person elected by a majority in interest of the Members shall be responsible for overseeing the winding up and dissolution of the Company and shall take full account of the Company's liabilities and property and the Company's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors other than the Members;

(b) Second, to the payment and discharge of all the Company's debts and liabilities to the Members; and

(c) Subject to the next following sentence, the balance, if any, to the Members in accordance with their positive Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods.

In the discretion of a majority in interest of the Members, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to Section 12. l(c) may be:

1. Distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company; and the assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of a majority in interest of the Members, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

2. Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations due the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

12.2 Compliance with Timing Requirements of Regulations. In the event the Company is "liquidated" within the meaning of Regulations §1.704-1 (b)(2)(ii)(g), distributions shall be made pursuant to this Article 12 to the Members who have positive Capital Accounts in compliance with Regulations §1.704-1 (b)(2)(ii)(b)(2). If any Member has a deficit balance in his Capital Account (after giving effect to all contributions, distributions, and allocations for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or any other person for any purpose whatsoever.

3. Deemed Distribution and Recontribution. Notwithstanding any other provisions of this Article 12, in the event the Company is "liquidated" within the meaning of Regulations §1.704- l(b)(2)(ii)(g), but no event of dissolution has occurred, the Company property shall not be liquidated, the Company's liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, the Company shall be deemed to have distributed property in kind to the Members, who shall be deemed to have assumed and taken subject to all Company liabilities, all in accordance with their respective Capital Accounts. Immediately thereafter, the Members shall be deemed to have recontributed the property in kind to the Company, which shall be deemed to have assumed and taken the property subject to all such liabilities.

4. Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of his capital contribution and shall have no right or power to demand or receive property other than cash from the Company. No Member shall have priority over any other Member as to the return of his capital contributions, distributions, or allocations.

5. Notice of Dissolution. In the event of dissolution of the Company, the Company shall, within thirty (30) days thereafter, provide written notice thereof to each of the Members and to all other parties with whom the Company regularly conducts business (as determined in the discretion of a majority in interest of the Members) and shall publish notice thereof in a newspaper of general circulation in each place in which the Company regularly conducts business.

6. Gains or Losses in Winding Up. Any gain or loss on disposition of Company properties in the process of liquidation shall be credited or charged to the Members' Capital Accounts in proportion to their Membership Units, subject to the allocation provisions of Article 6 hereof. Any property distributed in kind in the liquidation shall be valued and treated as though the property was sold at fair market value and the cash proceeds distributed. The difference between the fair market value of property distributed in kind and its book value shall be treated as a gain or loss on the sale of the property and shall be credited or charged to the Members in proportion to their Membership Units, subject to the allocation provisions of Article 6 hereof.

ARTICLE 13

Transfers of Company Interests; Withdrawals; Admissions

13.1 Transfers of Member Interests

13.1.1 Voluntary Transfers During Life. No Member shall Voluntarily (as hereinafter defined) sell, transfer or otherwise dispose of all or any part of his interest in the Company (the "Interest") without first giving written notice to the other Members, including the name of the person to whom he intends to sell, transfer or dispose of the Interest, and the terms of a written offer received from the bona fide prospective purchaser or transferee. Within thirty (30) days after

receipt of the aforementioned written notice, the Company may, at its own option, exercisable in writing, liquidate and retire the Interest. Such option shall be exercisable in the discretion of a majority in interest of the other Members. If the Company does not exercise this option within thirty (30) days after receipt of notice, the other Members shall have an option identical to that of the Company, for an additional period of five (5) days, to purchase the Interest, or any part thereof, said option to be in proportion to such other Members' Membership Units in the Company. In the event any Member shall elect not to exercise this option, the Interest to which said Member would have been entitled shall further be subject to the options of the remaining Members in proportion to their Membership Units in the Company for a similar period of five (5) days. The valuation of the Interest and the terms of payment upon exercise of an option to purchase by the Company or any Member shall be the same as those set forth in the written offer from the proposed purchaser or transferee. The term "Voluntarily" as used herein, shall mean: done by design or intention; intentional; proposed, intended or not accidental; and without coercion.

If the Company or any Member does not exercise the option to liquidate or purchase the Interest, the Minority Member giving the notice will be free to sell, transfer or otherwise dispose of the Interest to the person or persons specified in the notice. Provided, however, that such person or persons shall hold the Interest subject to the provisions relating to transfer limitations set forth herein. The transfer of the Interest shall not relieve the transferring Member of any debts or obligations due the Company for which he would be otherwise liable, unless he obtains a release from said debts or obligations executed by all other Members.

13.1.2 Involuntary Transfers During Life. In the event a Member's Interest in the Company (including solely the right to receive distributions from the Company, including, without limitation, a charging order) is reasonably certain to be Involuntarily Transferred (as hereinafter defined) to any third party, or is known to be subject to a requirement of an Involuntary Transfer (as hereinafter defined) to any third party, the Interest of such Member shall become subject to an option to purchase by the Company or the other Members in the manner set forth in Section 13.1.1 herein in accordance with the following provisions:

(a) Purchase Price. The purchase of the Interest will be its Book Value (as hereinafter defined) as of the end of the month preceding the date of closing. "Book Value" as used herein is defined as the amount of the net assets (e.g., after reduction for liabilities) of the Company as reflected on the books and records of the Company, exclusive of any cash surrender value or proceeds of any insurance policy on the life of any Member or employee of the Company. The determination of such Book Value shall be computed by the accountant then serving the Company, in accordance with the accounting principles that have been consistently applied by the Company. Notwithstanding the foregoing, the transferring Member may demand that the fair market value of the Interest (as determined by a third-party, reasonably qualified appraiser selected by mutual agreement of the transferring Member and the Company) be used as the purchase price, if such appraised value is higher. The cost of the appraisal shall be shared equally by the transferring Member and the Company.

(b) Closing. The closing of such purchase and sale shall take place at the principal office of the Company, at a date designated by the Company which shall be not more than sixty (60) days after the expiration of the last option period set forth in this Section 13.1.2.

(c) Payment of Purchase Price. The purchase price payable by the Company or other Members will, at the option of the purchaser, be paid in cash or be paid by the delivery of an installment promissory note; provided, however, the amount of said promissory note will not exceed ninety percent (90%) of the purchase price, with at least ten percent (10%) of the purchase price required to be paid in cash at closing.

Such note shall provide for equal monthly payments over a period not less than five (5) years nor more than ten (10) years, beginning one (1) month from the date of closing. The note shall bear interest at the annual rate of one percent (1%) over the prime rate in effect on the seventh (7th) day prior to closing, payable on the unpaid balance from the date of closing and shall provide that the purchaser shall have the privilege of prepaying, without penalty, all or any part thereof at any time, with interest to date of prepayment, and that a default in the payment of any installment shall cause the remaining unpaid balance to immediately become due and payable. For purposes of this paragraph, the "prime rate" shall be the then effective prime rate as listed in the Wall Street Journal. At the closing, all Members, other than the purchaser and the transferring Member, shall provide the transferring Member with a written, unconditional guaranty of payment with respect to said promissory note; provided, however, each Member's guaranty obligation will be in proportion to their Membership Units in the Company.

(d) Successors in Interest, In the event the Company or any Member does not exercise the option to liquidate or purchase the Interest, the Interest shall be transferred pursuant to the document or law requiring the Involuntary Transfer, and any person who receives the Interest shall be treated as a substituted Member under this Agreement (only to the extent set forth in said document or law requiring the Involuntary Transfer), and shall be entitled to all the rights and subject to all the obligations of a Member under this Agreement (only to the extent set forth in said document or law requiring the Involuntary Transfer), including, but not limited to, the transfer limitations described in this Article 13.1. The transfer of such Interest shall not relieve the transferring Member of any debts or obligations to the Company for which he was otherwise liable, unless said Member obtains a release from said debts or obligations executed by all other Members.

(e) Involuntarily Transferred/Involuntary Transfer. As used in this Section 13.1.2, the terms "Involuntarily Transferred" and "Involuntary Transfer" means any transfer of the Interest to a third party that is made, or is to be made, (i) under duress, influence or compulsion pursuant to an order, directive, or otherwise of any administrative/arbital tribunal, a court or any other government-related organization or entity, or a court officer or any other government official from any jurisdiction; (ii) incident to any divorce or marital property settlement; (iii) pursuant to any applicable community property, quasi-community property or similar state law; (iv) pursuant to bankruptcy, foreclosure or any similar proceeding; (v) in lieu of foreclosure; or (vi) other than Voluntarily (as that term is defined in Section 13.1 hereof); provided, however, that any transfer made pursuant to a Member's Last Will and Testament or by laws of intestacy will not constitute an Involuntary Transfer or be deemed to have been Involuntarily Transferred.

13.1.3 Transfers at Death. Upon the death of a Member (the "Decedent"), the Interest of the Decedent shall become subject to an option to purchase and redeem all, but not less than all, of the said Interest by the Company or the surviving Members in the manner set forth in Section 13.1.1 herein, in accordance with the following provisions:

(a) Purchase Price. The purchase price of the Interest shall be the greater of:

(i) Book Value of the Interest as of the date of death; or

(ii) Ten and No/100 Dollars ($10.00);

provided, however, that the estate of the Decedent may demand that the fair market value of the Interest (as determined by a third-party, reasonably qualified appraiser selected by mutual consent of the estate and the Company) be used as the purchase price, if such appraised value is higher. The cost of the appraisal shall be shared equally by the estate and the Company. Further provided, that in the event such Interest is valued at a higher amount by the Internal Revenue Service for estate tax purposes, the estate tax value of the Interest as finally determined shall be used as the purchase price.

(b) Closing. The closing of such purchase and sale shall take place at the principal office of the Company, at a date designated by the Company which shall be not more than one hundred eighty (180) days following the date of the qualification of the personal representative of the Decedent's estate.

(c) Insurance. The Company (but no Members) shall have the right, but shall have no obligation, to purchase insurance on the life of any Member to the extent reasonably necessary to finance the purchase option available at death. In such case, each insured Member shall cooperate fully by performing all of the requirements of the life insurer which are necessary conditions precedent to the issuance of insurance policies. Should the Company exercise its option to purchase the Decedent's Interest, any proceeds from such insurance policies on the life of the Decedent shall be paid by the Company to the Decedent's personal representative to the extent of the purchase price of the Interest, with such payment being deemed to have been made on account of such purchase. Payment of such proceeds shall be made on the date of closing. Any proceeds from such insurance policy(ies) in excess of the said purchase price shall remain the property of the Company.

(d) Balance of Purchase Price. The purchase price payable by the Company or other Members (or the balance of the purchase price remaining after credit for any such insurance proceeds) shall, at the option of the purchaser, be paid in cash or be paid by the delivery of an installment promissory note; provided, however, the amount of said promissory note will not exceed eighty-five percent (85%) of the purchase price, with at least fifteen percent (15%) of the purchase price required to be paid in cash at closing. Such note shall provide for equal monthly payments over a period not less than five (5) years nor more than ten (10) years, beginning one (1) month from the date of closing. The note shall bear interest at the annual rate of one percent (1%) over the prime rate in effect on the seventh (7th) day prior to closing, payable on the unpaid balance from the date of closing and shall provide that the purchaser shall have the privilege of prepaying all or any part thereof at any time, with interest to date of prepayment, and that a default in the payment of any installment shall cause the remaining unpaid note to immediately become due and payable. For purposes of this paragraph, the "prime rate" shall be the then effective prime rate as listed in the Wall Street Journal. At the Closing, all Members other, than the purchaser, shall provide the estate of the Decedent with a written, unconditional guaranty of payment with respect to said promissory note; provided, however, each Member's obligation will be in proportion to their Membership Units in the Company.

(e) Successors in Interest. In the event the Company or any Member does not exercise the option to liquidate or purchase Decedent's Interest, the Decedent's Interest shall be transferred pursuant to the Decedent's Last Will and Testament or under the laws of intestacy, and any person who receives the Interest shall be treated as a substituted Minority Member under this Agreement, and shall be entitled to all the rights and obligations of Decedent under this Agreement, including but not limited to the transfer limitations described in this Article 13.1. The transfer of such Interest shall not relieve

Decedent's estate of any debts or obligations to the Company for which he was otherwise liable, unless said estate obtains a release from said debts or obligations executed by all other Members.

13.2 Miscellaneous Transfer Provisions

13.2.1 Transfers of an Entity Member's Beneficial or Ownership Interest. Any Member who is not a natural person shall not allow a transfer of any equity ownership, or beneficial interest, in such Member which would cause Control (as hereinafter defined) of such Member to change without the prior written consent of a majority in interest of the Members. As to a Member that is an entity (an "Entity Member"), Section 13.1 shall be applied in reference to events occurring to the natural person in Control of the Entity Member where logically applicable.

13.2.2 Withdrawal. No Member may withdraw from the Company without the consent of a majority in interest of the Members.

13.2.3 Admission of New Members. Except for new members acquiring an interest in the Company pursuant to Section 13.1, after the execution hereof, a person may be admitted as an additional Member only with the written consent of a majority in interest of the Members.

13.2.4 Additional Issuance of Membership Units. Except as otherwise provided in this Agreement, with the approval of a majority in interest of the Members, the Company may issue additional Membership Units. The issuance of additional Membership Units shall specify the Member's name, the number of Membership Units authorized for issuance and the amount, nature and value of the consideration to be received.

13.2.5 Conditions Precedent to Transfer. Notwithstanding any other provision of this Article 13, no Member Interest may be transferred unless and until:

(a) All debts and obligations of the transferor Member to the Company have been paid;

(b) The transferor and the transferee have furnished to the Company all information necessary to permit the Company to file all required federal and state tax returns and other legally required returns or disclosures;

(c) Assumption, in form satisfactory to the Company, by the transferee of all of the debts and obligations of the transferor with respect to the transferred interest;

(d) Execution of this Agreement by the transferee; and

(e) Payment by the transferor or transferee of all reasonable costs and expenses incurred by the Company in effecting the transfer.

13.2.6 Election under §754. Upon the transfer of an interest in the Company, an election under Code §754 (to adjust the basis of Company assets with regard to a transferee) may be made by the Company only with the consent of a majority in interest of the Members.

ARTICLE 14

Sale Disagreement

1. In General. In the event of a Sale Disagreement (as hereinafter defined), a Member shall have the rights of purchase and sale provided by this Article 14, to be exercised by delivering a notice (an "Election Notice") to any remaining Members. The Member giving

an Election Notice as provided herein is referred to herein as an "Electing Member," and the Members receiving Election Notices are referred to herein as "Notice Members."

2. Sale Disagreement. At any time, a Member may seek a written bona fide offer from a bona fide third party to purchase all or substantially all of the assets of the Company other than its cash or cash equivalents (the "Company Assets") for a purchase price comprised solely of money and obligations to pay money (appropriately secured) and the assumption of any or all debts or other encumbrances on the Company Assets (a "Third Party Offer"). In the event a Third Party Offer is made to the Company, and a majority in interest of the Members do not accept the Third Party Offer within ten (10) days after the receipt of the Third Party Offer, then a "Sale Disagreement" is deemed to occur immediately after such tenth (10th) day.

3. Sale Disagreement Purchase. In the event of a Sale Disagreement, for a period ending at 11:59 p.m. on the thirtieth (30th) day following the occurrence of such Sale Disagreement (the Election Period"), a Member who voted to approve the acceptance of the Third Party Offer may elect to sell his entire Interest in the Company to the Members who did not vote to approve such sale by giving an Election Notice to all such Members, setting forth such Electing Member's election to sell his Interest. As a result of giving such Election Notice, such Electing Member shall be bound to sell to the Notice Members, and the Notice Members shall be bound to purchase, in proportion to their respective Membership Units, the entire Interest in the Company of such Electing Member for a price equal to the amount the Electing Member would have received had the Third Party Offer been accepted by the Company, and the Company thereafter distributed all of the proceeds from such sale to the Members in accordance with Article 4 herein, less ten percent (10%).

14.4 Closing. The closing of the purchase and sale of the Interest of the Electing Member shall occur on a date and time mutually agreed upon by the Electing Member and the Notice Members, but not later than the thirtieth (30th) day following the expiration of the Election Period. The purchase price of the Electing Member's Interest shall be paid by the Notice Members in the same manner as provided in Section 13.3 hereof (substituting the Notice Member for the Company as necessary), provided that such terms shall be no worse with respect to the Electing Member than the terms contained in the Third Party Offer. The failure of any Notice Member to perform his obligation to purchase hereunder shall not affect the obligation of an Electing Member to sell the remaining portion of his Interest to the other Notice Members, or the obligation of the other Notice Members to purchase such Interest.

ARTICLE 15

Deadlock Buy-Sell

1. Deadlock. A "Deadlock" is deemed to occur if the approval of the Members is required for any action, and the Membership Units of those Members voting to approve such action are exactly equal to the Membership Units of those Members voting not to approve such action.

2. Offer. In the event of a Deadlock, any Member (the "Offering Member") may offer to purchase all, but not less than all, of the Interest of the other Member (the "Offeree Member"). In order to make such an offer, the Offering Member must provide a written notice to the Offeree Member that the Offering Member wishes to purchase all, and not less than all, of the Interest of the Offeree Member at a price and on the terms and conditions selected by the Offering Member.

3. Option of Offeree Member. Within thirty (30) days after receipt of said offer from the Offering Member, the Offeree Member may give written notice to the Offering Member electing to purchase all, but not less than all, of the Offering Member's Interest for an amount equal to the price set forth

in the initial offer from the Offering Member (on a per Membership Unit basis), and on the same terms and conditions. If said notice is given by the Offeree Member (or the group of Offeree Members acting unanimously), the Offering Member shall sell all of the Offering Member's Interest to the Offeree Member. In the event the Offeree Member (or the group of Offeree Members acting unanimously), fails to give said notice, the Offeree Member shall be deemed to have accepted the original offer from the Offering Member, whereupon the Offeree Member shall sell all of the Offeree Member's Interest to the Offering Member at the price and on the terms and conditions set forth in the original offer from the Offering Member.

15.4 Closing. If a sale pursuant to the preceding paragraphs occurs, the closing shall take place at the office of the Company within sixty (60) days following the expiration of the thirty (30) day period set forth in Section 15.3, unless the parties otherwise agree. At closing, the purchaser(s) shall execute and deliver to the seller(s) a document in form and substance reasonably satisfactory to the seller(s) indemnifying the seller(s) from and against any and all personal liabilities and obligations of the seller(s) with respect to debts of the Company. Also at closing, upon performance by the purchaser(s), the seller(s) shall execute and deliver all documents reasonably required to vest in the purchaser(s) the seller(s)'s entire Interest, free and clear of all liens and encumbrances.

ARTICLE 16

S Corporation Election

Notwithstanding any provision in this Agreement to the contrary, in the event an election is made by the Company and all of the Members pursuant to Code §1362 for the Company to be treated as an "S corporation," then any distribution made, and any allocation of profits and losses, by the Company shall be made to the Members in proportion to their relative Membership Units. In addition, notwithstanding any provision in this Agreement to the contrary, if such election is made, the Members hereby agree that no transfer of any Interest will be made if such transfer would terminate such election.

ARTICLE 17

Books of Account

17.1 Reports. It is the intent of the Members that this Section 17.1 govern the records and information to be maintained by the Company and/or provided to the Members, in lieu of Section 14-11-313 of the Act. The Company shall keep proper and complete books of account, at all times during its continuance, and such books shall be open to the inspection of any Member at any time during reasonable business hours. As soon as reasonably practicable after the end of each calendar year, each Member shall be furnished with a copy of the financial statements of the Company for the year including a statement of revenue and expenses, a balance sheet as of the end of such year, and a statement showing the amounts allocated to said Member pursuant to this Agreement during or in respect of such year, and any items of income, expense or credit allocated to him for purposes of the Code pursuant to this Agreement. At any time and from time to time while the Company continues and until its complete liquidation (but only during reasonable business hours), each Member may fully examine and audit the Company's books, records, accounts and assets, including bank balances, and to this end may cause such examination or audit to be made by any qualified accountant employed by him at his expense. At any time or from time to time ten percent (10%) or more in interest of the Members may, by notice in writing to the Company, require the Company to prepare and, within thirty (30) days of the receipt of such notice, distribute to all Members a balance sheet of the Company as of a date not more than thirty (30) days prior to such date of receipt.

2. Tax Returns. The Members shall prepare, or shall cause the Company's accountants to prepare, all income and other tax returns of the Company and shall cause the same to be

timely filed. The Company shall furnish to each Member a copy of each such return upon request.

3. Accounting Year. The books and records of the Company shall be maintained on a calendar year basis, unless otherwise approved by a majority in interest of all Members.

ARTICLE 18

Certificates for Members

1. Certificates. The Members shall cause to be executed and delivered to each Member a certificate representing the interest in the Company owned by him. Such certificates shall be consecutively numbered or otherwise identified, and the name and address of the person to whom they are issued, together with the Membership Units and date of issue, shall be entered on the transfer books of the Company.

2. Transfer of Interest. Transfer of a Member's Interest in the Company shall be effective, for the purpose of determining the record holder thereof, only when properly entered on the certificate transfer books of the Company by the appropriate officer/agent upon the direction of the record owner thereof or by his properly authorized legal representative.

3. Lost Certificates. The Members or officers shall issue a new certificate in place of any certificate claimed to have been lost or destroyed, upon receipt of the affidavit of the record holder that such certificate has been in fact lost or destroyed, and upon receipt of such bond or security as a majority in interest of the Members may deem necessary to protect the Company against any claim made in respect to the lost or destroyed certificate.

4. Transfer Limitation. Each certificate shall bear written notice that transfer of such certificate is subject to restrictions in this Agreement. Each certificate shall also bear the following notice:

> The transfer of the interest represented by this certificate has not been registered under the Securities Act of 1933, as amended (the "Act"), or any applicable state securities law. The interest has been acquired for investment and not with a view to or for resale in connection with the distribution thereof. No disposition of the interest may be made in the absence of an effective registration statement under the Act and any applicable state securities laws or unless the holder hereof has shown to the issuer's satisfaction, by an opinion of counsel acceptable to the issuer if requested by the issuer, that such disposition without registration is in compliance with the Act and any applicable state securities laws.
>
> Transfer of this interest is subject to restrictions in the Operating Agreement of the Company.

ARTICLE 19

Representations of Members

1. Representation. Each Member executing this Agreement represents and warrants to the other Members and the Company that the Company interest purchased by him is being purchased for his own account with the intent of holding it for investment and without the intent of participating directly or indirectly in a distribution of such interest. Such representation and

warranty shall not be deemed to be limited or qualified in any way by any other provisions of this Agreement.

2. Acknowledgment of Restrictions. Each Member hereby acknowledges that he must bear the economic risk of an investment in the Company for an indefinite period of time because the interests in the Company have not been registered under the Securities Act of 1933, as amended, the Georgia Uniform Securities Act of 2008, as amended, or any other state securities law and may not be transferred or resold unless subsequently registered under the Securities Act of 1933, as amended, the Georgia Uniform Securities Act of 2008, as amended, and any other applicable state securities law or unless an exemption from such registration is available.

3. Restrictions on Transfer. Each Member hereby represents and warrants to the Company and the other Members and agrees with the Company and the other Members that he shall not sell, offer for sale, assign, transfer, hypothecate, or otherwise dispose of, or offer to dispose of, his interest in the Company except in a transaction which is registered under the Securities Act of 1933, as amended, the Georgia Uniform Securities Act of 2008, as amended, and any other applicable state securities law unless he provides the Company with an opinion of counsel, which opinion and counsel are acceptable to a majority in interest of the Members, that such registration is not required. The restrictions on transfer set forth in this Article 19 are in addition to and shall in no way be deemed to be limited by Article 13 hereof or by any other provision of this Agreement.

ARTICLE 20

[Reserved]

ARTICLE 21
Other Definitions

For the purpose of this Agreement, the following terms have the following meanings;

1. Affiliate. "Affiliate" means, in relation to the Person being referred to, any Person which directly or indirectly (whether through interposed entities or otherwise) controls, or is controlled by, the Person being referred to. For this purpose, "Control" means the possession of power to direct, or cause direction of, the management or policies of an entity (whether directly or indirectly, and whether through ownership of voting or other securities or other equity interests, or contracts, rights or otherwise).

2. Certain Pronouns. The pronouns "he", "his", "him", or "who", with "Member" as the antecedent, shall be deemed to refer also to a Member who is a woman, a partnership, a joint venture, an association, a corporation, a limited liability company, a trust, or an estate.

3. Code and Regulations. "Code" means the Internal Revenue Code of 1986, as amended. "Regulations" means the Income Tax Regulations promulgated by the U.S. Treasury Department, as amended.

4. Person. "Person" means an individual, partnership, joint venture, association, corporation, limited liability company, trust, or estate.

ARTICLE 22

Miscellaneous

1. Amendment. This Agreement may be amended at any time or from time to time only by the unanimous consent of the Members and only in writing.

2. Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. A notice must be addressed to a Member at the Member's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

3. Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (a) restraining and enjoining any act which would constitute a breach or (b) compelling the performance of any obligation which, if not performed, would constitute a breach.

4. Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.

5. Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Georgia.

6. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

7. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

8. Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in the state or federal courts in the state of Georgia. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding. All Members agree that service of any process, summons, notice or document by U.S. registered mail to the Member's last known address on the records of the Company shall be effective service of process for any action, suit, or proceeding brought in any such court.

9. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

10. Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

ARTICLE 23

Attorney's Representations

The parties all acknowledge that STEWART, MELVIN AND FROST, LLP ("SMF") prepared this Agreement on behalf of and in the course of its representation of the Company, and that:

(a) THE PARTIES HAVE BEEN ADVISED BY SMF THAT A CONFLICT EXISTS AMONG THEIR INDIVIDUAL INTERESTS; AND

(b) THE PARTIES HAVE BEEN ADVISED BY SMF OF THEIR OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL; AND

(c) THE PARTIES HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, or have caused their duly authorized officer or agent to execute this Agreement, with the intent to be effective as of the day and year first above written.

MEMBERS:

_____(SEAL)
Todd Robson

HHRPM L.L.C.

By: _____(SEAL)
Title: Owner, Henry Moen

4883-5541-2422, v. 1

October 19, 2011

ARTICLES OF ORGANIZATION
FOR GEORGIA LIMITED LIABILITY COMPANY

The name of the Limited Liability Company is:
Valiant Automotive LLC

The principal mailing address of the Limited Liability Company is:
123 Bear Creek Lane
Bogart, GA 30622

The Registered Agent is:
David Elder
123 Bear Creek Lane
Bogart, GA 30622
County: Jackson

The name and address of each organizer(s) are:
David Elder
123 Bear Creek Lane
Bogart, GA 30622

The optional provisions are:
No optional provisions.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on the date set forth below.

Signature(s):
Attorney-in-Fact, Alec R Hodson

Date:
October 19, 2011

PLANNING AND ZONING DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**_____ I have not__*X*__

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** *06/19/25*

Applicant's/Owner's Name (Printed): *David W. Elder*

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

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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.

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I hereby certify that I have read the above and that:

I have**____ I have not__X__

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ **Date:** 11/19/24

Applicant's/Owner's Name (Printed): *Henry Moen*

David Elder c/o Valiant Services
P.O. Box 100 - Bogart, GA 30622

July 22, 2025
Hall County Board of Commissioners
c/o Beth Garmon, Planning Director
2875 Browns Bridge Road
Gainesville, GA 30504

To Whom It May Concern:

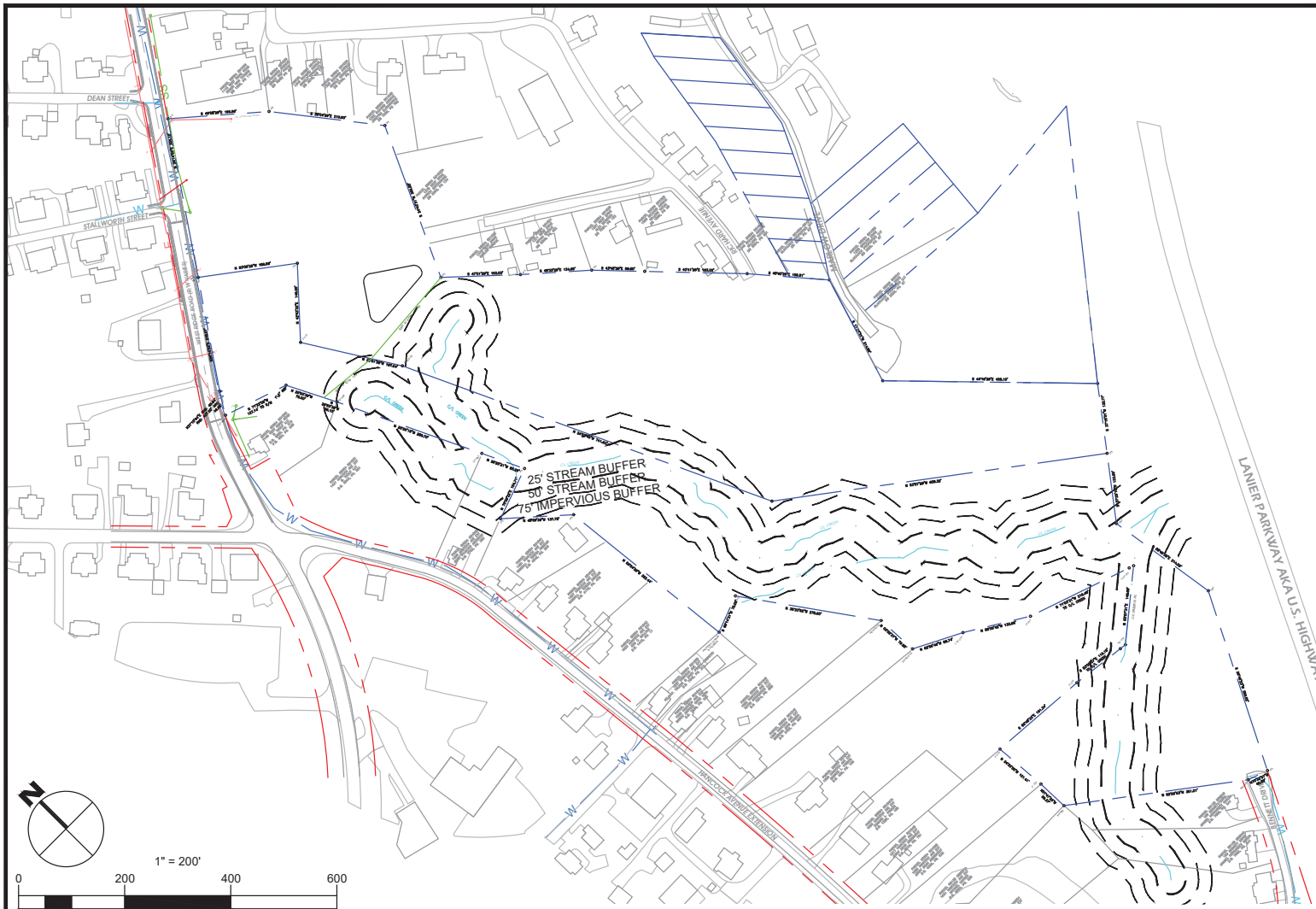
Henry Moen of ROMO Industrial, LLC would like to request a rezoning for portions of two tracts totaling 4.73 acres in Hall County and more particularly described in the attached legal description. This newly created parcel is proposed to be created from portions of Tax Parcel 00054 001040B and 00054 001040. This property currently features a split zoning of I-1 to the front and R-1 to the rear. The subject property is located on the eastern side of West Ridge Road, across from the intersection at Stallworth Street. Mr. Moen is requesting to rezone this newly proposed parcel from the split zoning of I-1 and R-1 to I-1 in its entirety. A large portion of the two parcels will remain R-1 and will be subdivided from the land proposed to be rezoned I-1. Additionally, based on feedback from development review, other lots totaling 5.79 acres +/- owned by Mr. Moen on Marlow Dr. are proposed to be combined with the other R-1 land. This will help us to meet road frontage requirements for the R-1property and will create one contiguous parcel zoned R-1 (as existing) and provide that collective parcel with street frontage on Marlow Dr. These parcels are all on Marlow Dr. and their street numbers are as follows: 1264, 1268, 1270, 1272, 1274, 1276, 1278, 1280, 1282, 1284, 1286, 1285 and 1293.

A significant part of the R-1 land features streams and associated buffer zones. This area of the R-1 tract is intended to be further encumbered by a perpetual conservation easement, allowing for storm water credits for the intended I-1development while simultaneously buffering adjacent properties. As existing, the I-1 property will continue to be served by public water and public sewer from the City of Gainesville. Currently, the property is utilized as outdoor storage for trucks and equipment. If this request is approved, it is the intent of the owners to begin construction of indoor storage buildings which will be implemented in two phases, based on demand. During the implementation of the project, the balance of the property not under roof would remain available for outdoor storage by the same tenants that occupy the property today. Once the buildings in the second phase are constructed, there will be no more outdoor storage. Initially, both indoor and outdoor storage are contemplated as part of this request. The phase one buildings with 26 units are proposed tor the perimeter of the new I-1 parcel. The phase two building is the last ten units of the project located in the center and construction of these units will eliminate the outdoor storage area entirely. The project is designed to meet all UDC requirements for I-1 zoning. The project is proposed to feature 36 units of variable size (1,500 to 3,000 s.f.) with total square footage under roof being 79,500 s.f. A total of 100 Parking spaces have been provided, with 64 being conventional parking spaces and 36 being in the driveways of the units. The units will feature with open contractor bays and small offices at the front. Each unit will have a 14' roll-up door and will be equipped with a bathroom. The entire complex will be paved and landscaped to create an attractive visual feel. The property will be fenced for security and lighted with low-spill lighting. A gate code will provide tenants access to the property. A sign will be located along West Ridge Road at the project entrance, but has not been designed at this time. Any and all signage associated with this project shall conform to the applicable provisions of the Hall County UDC. Anticipated hours of operation for the storage business are 6:30 AM to 8:30 PM. Lastly, we would like to request a variance from the requirement of a 50' Zoning Buffer for the outdoor storage component of this project for two reasons. The first is that the outdoor storage is an existing use that will only remain until the second phase of the project is constructed. The second is that the outdoor storage will be in the center of the property and the buildings proposed for Phase i will serve to screen adjacent uses from the outdoor storage. When the buildings for Phase II are constructed, the outdoor storage use will no longer be a component of this property.

Based on their intended use, Valiant Services is making application and a formal request for a Rezone from I-1 and R-1 to I-1 on the proposed 4.73 acre parcel. We are concurrently requesting elimination of the 50' Zoning Buffer on this parcel. If approved, this will permit the continued operation and expansion of industrial storage on this property. We are making this request on behalf of Mr. Henry Moen and RoMo Industrial, LLC.

Thank you very much for your consideration of this matter,
David Elder

Land Planner
678.227.4545



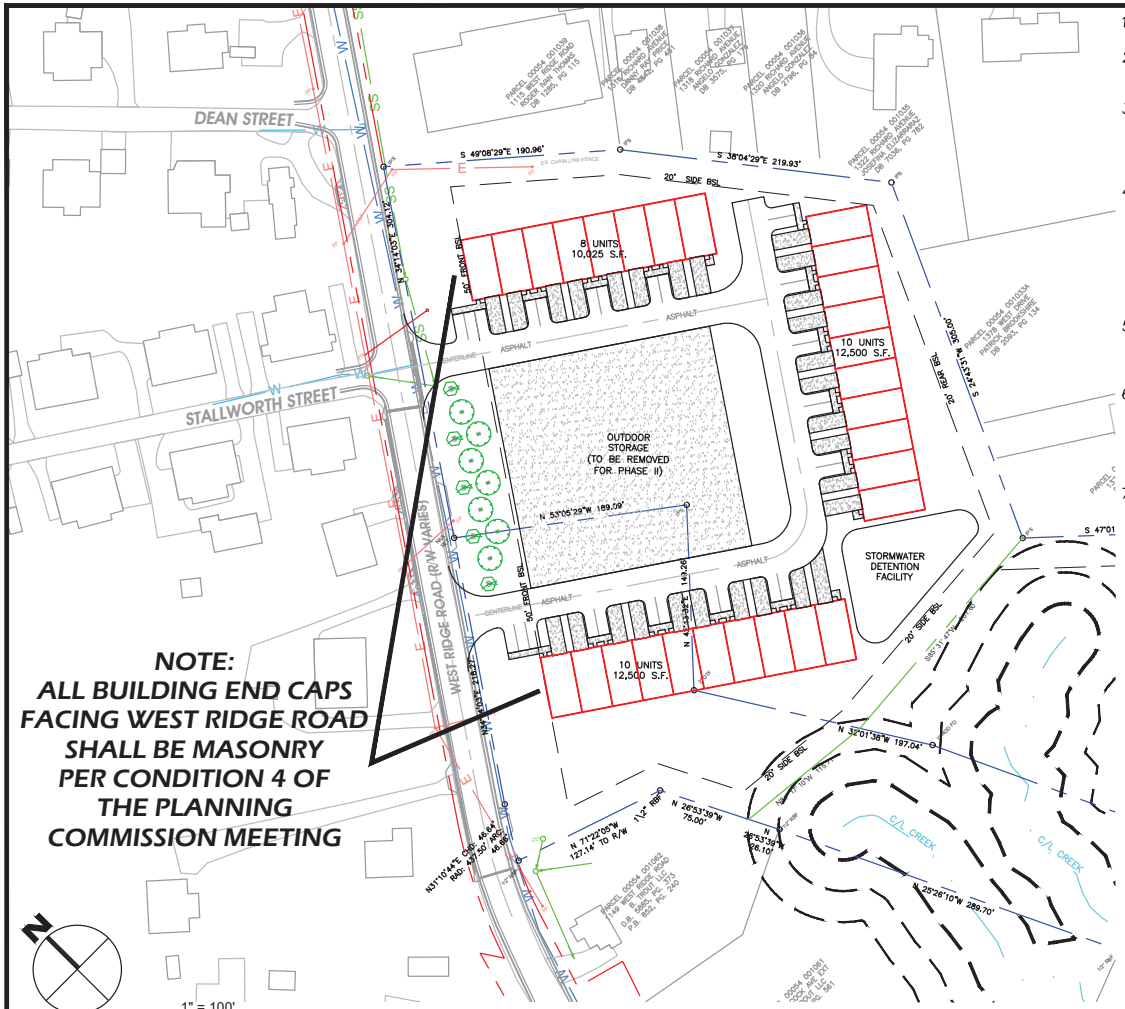
1. EXISTING ZONING:
   I-1 AND R-1 (HALL COUNTY)
2. PROPOSED ZONING:
   I-1 ON PROPOSED PARCEL (HALL COUNTY)
   R-1 ON REMAINING RECOMBINED PARCELS
3. PLANS PREPARED BY:
   RED ROCK DESIGN
   P.O. BOX 1122
   JEFFERSON, GA 30549
   PROJECT CONTACT: DAVID ELDER 678.227.4545
4. PROPERTY OWNER
   ROMO INDUSTRIAL, LLC
   C/O MR. HENRY MOEN TODD ROBSON
   770.624.0188 CELL 770.549.2437 CELL
   775 RIDGEWOOD AVE.
   GAINESVILLE, GA 30501
   henrymoen7@gmail.com
   toddrobson62@gmail.com
5. PROPERTY LOCATION
   THE SUBJECT PROPERTY IS LOCATED AT:
   1119 AND 1137 WEST RIDGE RD.
   GAINESVILLE, GA 30504
6. TAX PARCEL #s FOR PROPOSED I-1:
   PORTIONS OF
   00054 001040B AND
   00054 001040
   ONE INDUSTRIAL LOT AND ONE R-1 TRACT ARE PROPOSED BY THIS PROJECT
7. THIS PLAN IS BASED ON A BOUNDARY AND UTILITY SURVEY BY KYTLE ENGINEERING AND LAND SURVEYING, DATED 06/07/2018. AND BY JIMMY D. BULLOCK DATED 08/22/75.
8. EXISTING USE:
   INDUSTRIAL OUTDOOR STORAGE AND VACANT LAND.
9. PROPOSED USE:
   I-1 INDOOR STORAGE AND OUTDOOR STORAGE (PHASE I ONLY)
10. UTILITIES:
    PUBLIC WATER – CITY OF GAINESVILLE
    PUBLIC SEWER – CITY OF GAINESVILLE
    GAS N/A
    CABLE AT&T
    TELEPHONE: AT&T
    POWER – GEORGIA POWER
11. GARBAGE WILL BE DISPOSED OF IN PRIVATE CANS THAT ARE EMPTIED BY PRIVATE CONTRACTOR.

RED ROCK DESIGN land planning·engineering
(678) 227-4545 / p.o. box 1122 / jefferson, ga 30549

DATE:	07/22/25, REV. 09/12/25
SCALE:	1"=100'
PROJECT #:	24-037-01
FILE NAME:	RoMo Rezone - REV per PC Comments.dwg

REVISIONS	DATE

ROMO INDUSTRIAL
1119 AND 1137 WEST RIDGE RD. GAINESVILLE, GA 30504
MR. HENRY MOEN AND MR. TODD ROBSON



NOTE:
ALL BUILDING END CAPS FACING WEST RIDGE ROAD SHALL BE MASONRY PER CONDITION 4 OF THE PLANNING COMMISSION MEETING

PHASE I CONCEPTUAL SITE PLAN
35,025 S.F. TOTAL

1. EXISTING ZONING:
   I–1 AND R–1 (HALL COUNTY)
2. PROPOSED ZONING:
   I–1 ON PROPOSED PARCEL (HALL COUNTY)
   R–1 ON REMAINING RECOMBINED PARCELS
3. PLANS PREPARED BY:
   RED ROCK DESIGN
   P.O. BOX 1122
   JEFFERSON, GA 30549
   PROJECT CONTACT: DAVID ELDER 678.227.4545
4. PROPERTY OWNER
   ROMO INDUSTRIAL, LLC
   C/O MR. HENRY MOEN 770.624.0188 CELL
   775 RIDGEWOOD AVE.
   GAINESVILLE, GA 30501
   henrymoen7@gmail.com
   toddrobson62@gmail.com
   TODD ROBSON 770.549.2437 CELL
5. PROPERTY LOCATION
   THE SUBJECT PROPERTY IS LOCATED AT:
   1119 AND 1137 WEST RIDGE RD.
   GAINESVILLE, GA 30504
6. TAX PARCEL #s FOR PROPOSED I–1:
   PORTIONS OF
   00054 001040B AND
   00054 001040
   ONE INDUSTRIAL LOT AND ONE R–1 TRACT ARE PROPOSED BY THIS PROJECT
7. THIS PLAN IS BASED ON A BOUNDARY AND UTILITY SURVEY BY KYTLE ENGINEERING AND LAND SURVEYING, DATED 06/07/2018. AND BY JIMMY D. BULLOCK DATED 08/22/75.
8. EXISTING USE:
   INDUSTRIAL OUTDOOR STORAGE AND VACANT LAND.
9. PROPOSED USE:
   I–1 INDOOR STORAGE AND OUTDOOR STORAGE (PHASE I ONLY)
10. UTILITIES:
    WATER: PUBLIC WATER – CITY OF GAINESVILLE
    SEWER: PUBLIC SEWER – CITY OF GAINESVILLE
    GAS: N/A
    CABLE: AT&T
    TELEPHONE: AT&T
    POWER: GEORGIA POWER
11. GARBAGE WILL BE DISPOSED OF IN PRIVATE CANS THAT ARE EMPTIED BY PRIVATE CONTRACTOR.
12. PARKING PROVIDED

PHASE I: 30 CONVENTIONAL SPACES 28 SPACES IN UNIT DRIVEWAYS
PHASE II: 34 CONVENTIONAL SPACES 8 SPACES IN UNIT DRIVEWAYS
TOTAL AT BUILD–OUT: 64 CONVENTIONAL SPACES 36 SPACES IN UNIT DRIVES 100 SPACES TOTAL

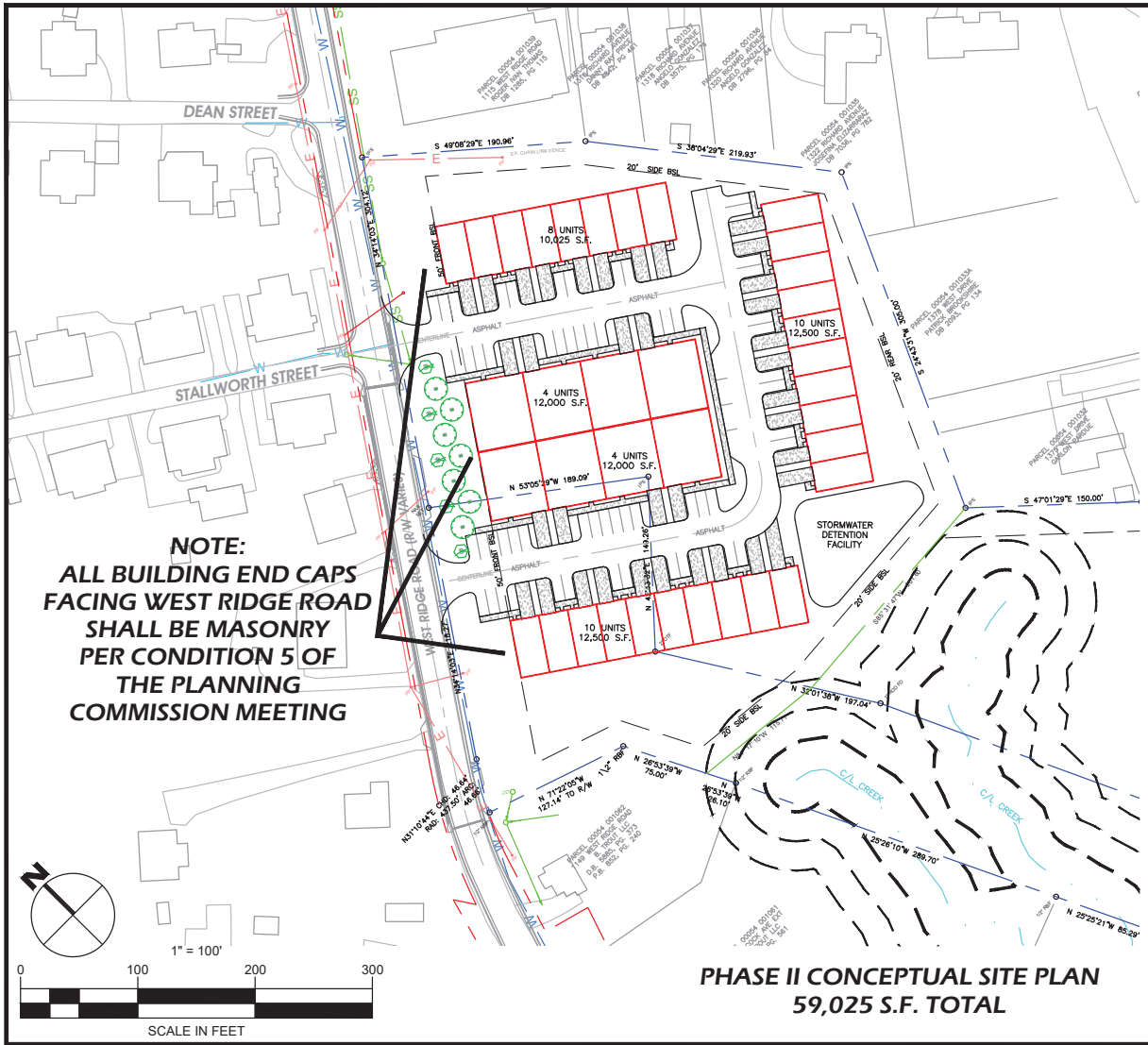
SCREENING PLANTS			
	LATIN NAME	COMMON NAME	QTY.
	CRYPTOMERIA JAPONICA	CRYPTOMERIA	7
	MYRICA CERIFERA	WAY MYRTLE	5

RED ROCK DESIGN land planning·engineering
(678) 227-4545 / p.o. box 1122 / jefferson, ga 30549

DATE:	07/22/25, REV. 09/12/25
SCALE:	1"=100'
PROJECT #:	24-037-01
FILE NAME:	RoMo Rezone - REV per PC Comments.dwg

REVISIONS	DATE

ROMO INDUSTRIAL
1119 AND 1137 WEST RIDGE RD. GAINESVILLE, GA 30504
MR. HENRY MOEN AND MR. TODD ROBSON



NOTE:
ALL BUILDING END CAPS FACING WEST RIDGE ROAD SHALL BE MASONRY PER CONDITION 5 OF THE PLANNING COMMISSION MEETING

PHASE II CONCEPTUAL SITE PLAN
59,025 S.F. TOTAL

1. EXISTING ZONING:
   I-1 AND R-1 (HALL COUNTY)
2. PROPOSED ZONING:
   I-1 ON PROPOSED PARCEL (HALL COUNTY)
   R-1 ON REMAINING RECOMBINED PARCELS
3. PLANS PREPARED BY:
   RED ROCK DESIGN
   P.O. BOX 1122
   JEFFERSON, GA 30549
   PROJECT CONTACT: DAVID ELDER 678.227.4545
4. PROPERTY OWNER
   ROMO INDUSTRIAL, LLC
   C/O MR. HENRY MOEN TODD ROBSON
   770.624.0188 CELL 770.549.2437 CELL
   775 RIDGEWOOD AVE.
   GAINESVILLE, GA 30501
   henrymoen7@gmail.com
   toddrobson62@gmail.com
5. PROPERTY LOCATION
   THE SUBJECT PROPERTY IS LOCATED AT:
   1119 AND 1137 WEST RIDGE RD.
   GAINESVILLE, GA 30504
6. TAX PARCEL #s FOR PROPOSED I-1:
   PORTIONS OF
   00054 001040B AND
   00054 001040
   ONE INDUSTRIAL LOT AND ONE R-1 TRACT ARE PROPOSED BY THIS PROJECT
7. THIS PLAN IS BASED ON A BOUNDARY AND UTILITY SURVEY BY KYTLE ENGINEERING AND LAND SURVEYING, DATED 06/07/2018. AND BY JIMMY D. BULLOCK DATED 08/22/75.
8. EXISTING USE:
   INDUSTRIAL OUTDOOR STORAGE AND VACANT LAND.
9. PROPOSED USE:
   I-1 INDOOR STORAGE AND OUTDOOR STORAGE (PHASE I ONLY)
10. UTILITIES:
    WATER: PUBLIC WATER – CITY OF GAINESVILLE
    SEWER: PUBLIC SEWER – CITY OF GAINESVILLE
    GAS: N/A
    CABLE: AT&T
    TELEPHONE: AT&T
    POWER: GEORGIA POWER
11. GARBAGE WILL BE DISPOSED OF IN PRIVATE CANS THAT ARE EMPTIED BY PRIVATE CONTRACTOR.
12. PARKING PROVIDED

PHASE I: 30 CONVENTIONAL SPACES 28 SPACES IN UNIT DRIVEWAYS
PHASE II: 34 CONVENTIONAL SPACES 8 SPACES IN UNIT DRIVEWAYS
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100 SPACES TOTAL

RED ROCK DESIGN land planning·engineering
(678) 227-4545 / p.o. box 1122 / jefferson, ga 30549

DATE:	07/22/25, REV. 09/12/25
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ROMO INDUSTRIAL
1119 AND 1137 WEST RIDGE RD. GAINESVILLE, GA 30504
MR. HENRY MOEN AND MR. TODD ROBSON



N

1" = 100'

0 100 200 300

SCALE IN FEET

PHASE II RENDERING

1. EXISTING ZONING:
   I–1 AND R–1 (HALL COUNTY)
2. PROPOSED ZONING:
   I–1 ON PROPOSED PARCEL (HALL COUNTY)
   R–1 ON REMAINING RECOMBINED PARCELS
3. PLANS PREPARED BY:
   RED ROCK DESIGN
   P.O. BOX 1122
   JEFFERSON, GA 30549
   PROJECT CONTACT: DAVID ELDER 678.227.4545
4. PROPERTY OWNER
   ROMO INDUSTRIAL, LLC
   C/O MR. HENRY MOEN TODD ROBSON
   770.624.0188 CELL 770.549.2437 CELL
   775 RIDGEWOOD AVE.
   GAINESVILLE, GA 30501
   henrymoen7@gmail.com
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    GAS: N/A
    CABLE: AT&T
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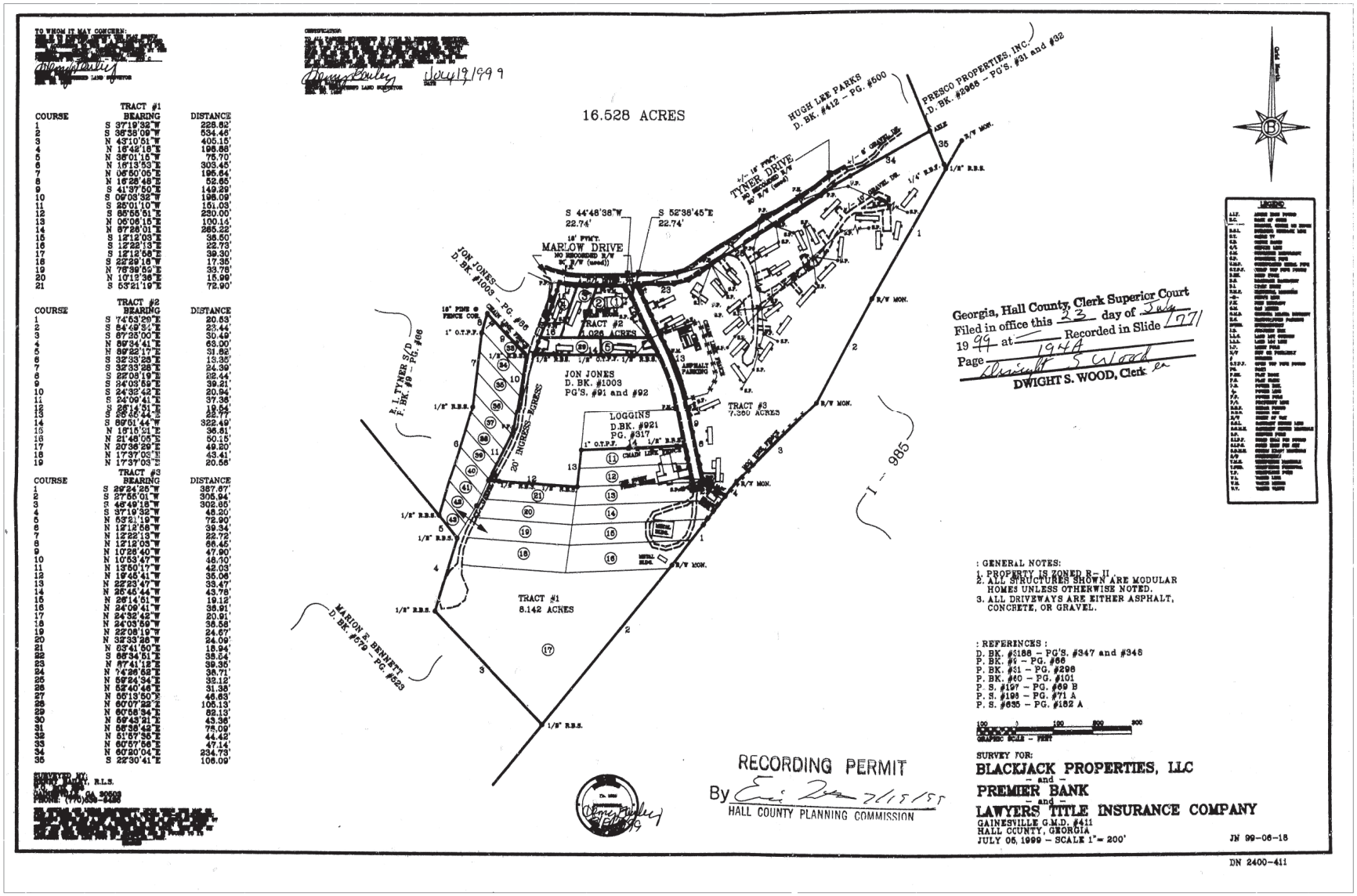
ROMO INDUSTRIAL
1119 AND 1137 WEST RIDGE RD. GAINESVILLE, GA 30504
MR. HENRY MOEN AND MR. TODD ROBSON

09.02.2025 - Item 7 7/25/24, 2:46 PM



TO WHOM IT MAY CONCERN:

CERTIFICATION:

Jerry Bailey 7/19/1999

TRACT #1		
COURSE	BEARING	DISTANCE
1	S 37°19'32"W	228.82'
2	S 36°36'09"W	534.46'
3	N 43°10'51"W	405.15'
4	N 16°42'16"E	196.86'
5	N 36°01'16"W	75.70'
6	N 16°13'53"E	303.45'
7	N 06°50'06"E	196.84'
8	N 16°26'46"E	52.65'
9	S 41°37'50"E	149.29'
10	S 09°03'32"W	196.09'
11	S 25°01'10"W	151.03'
12	S 65°55'51"E	230.00'
13	N 06°06'15"E	100.14'
14	N 87°28'01"E	265.22'
15	S 12°12'03"E	36.50'
16	S 12°22'13"E	22.73'
17	S 12°12'56"E	39.30'
18	S 22°29'16"W	17.35'
19	N 76°39'52"E	33.76'
20	N 10°12'36"E	15.96'
21	S 53°21'19"E	72.90'

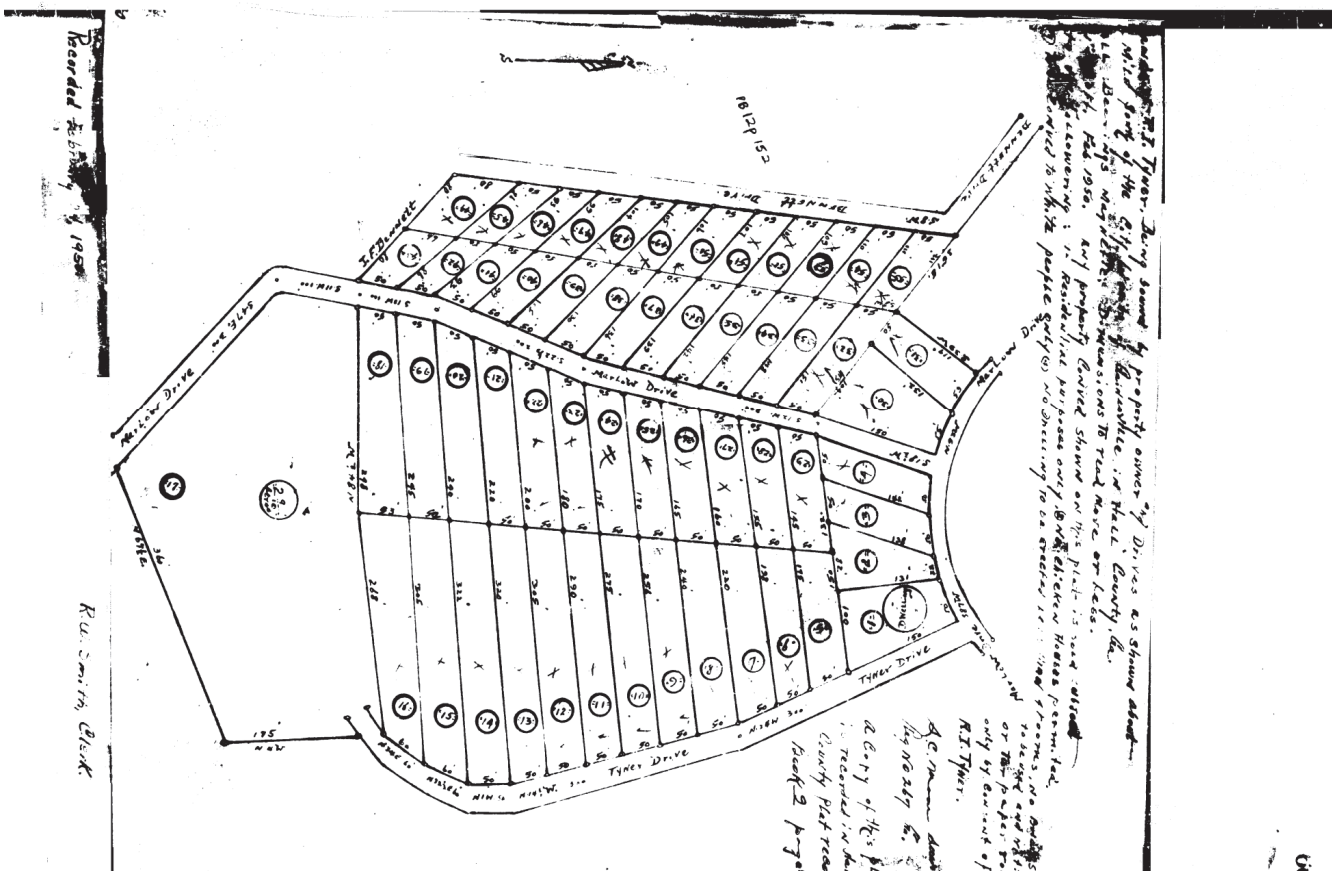
TRACT #2		
COURSE	BEARING	DISTANCE
1	S 74°53'29"E	20.53'
2	S 54°49'34"E	23.44'
3	S 87°28'00"E	30.49'
4	N 89°34'41"E	63.30'
5	N 89°22'17"E	31.52'
6	S 32°33'28"E	13.35'
7	S 32°33'28"E	24.39'
8	S 22°03'19"E	32.44'
9	S 24°03'59"E	39.21'
10	S 24°32'42"E	20.94'
11	S 24°09'41"E	37.36'
12	S 28°14'51"E	19.54'
13	S 66°46'44"E	22.77'
14	S 89°51'44"W	322.49'
15	N 18°15'21"E	36.51'
16	N 21°46'05"E	50.15'
17	N 20°36'29"E	49.20'
18	N 17°37'03"E	43.41'
19	N 17°37'03"E	20.58'

TRACT #3		
COURSE	BEARING	DISTANCE
1	S 29°24'26"W	387.67'
2	S 27°55'01"W	305.94'
3	S 46°49'18"W	302.85'
4	S 37°19'32"W	46.20'
5	N 53°21'19"W	72.90'
6	N 12°12'56"W	39.34'
7	N 12°22'13"W	22.72'
8	N 12°12'03"W	66.45'
9	N 10°28'40"W	47.90'
10	N 10°53'47"W	46.10'
11	N 13°50'17"W	42.03'
12	N 19°45'41"W	35.06'
13	N 22°23'47"W	33.47'
14	N 25°45'44"W	43.75'
15	N 26°14'51"W	19.12'
16	N 24°09'41"W	36.91'
17	N 24°32'42"W	20.91'
18	N 24°03'59"W	36.56'
19	N 22°08'19"W	24.67'
20	N 22°33'28"W	24.09'
21	N 03°41'50"E	16.94'
22	S 86°34'51"E	38.54'
23	N 87°41'12"E	39.35'
24	N 74°26'52"E	38.71'
25	N 59°24'34"E	33.12'
26	N 52°40'46"E	31.38'
27	N 55°13'50"E	46.63'
28	N 60°07'22"E	105.13'
29	N 60°56'34"E	82.13'
30	N 59°43'21"E	43.36'
31	N 56°36'42"E	78.09'
32	N 51°57'35"E	44.42'
33	N 60°57'56"E	47.14'
34	N 60°20'04"E	234.73'
35	S 22°30'41"E	106.09'

SURVEYED BY:
[redacted]
PHONE: (770) [redacted]

GSCCCA.org - Image Index

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?key1=771&key2=194A&county=69&countyname=HALL&userid=115273&appid=28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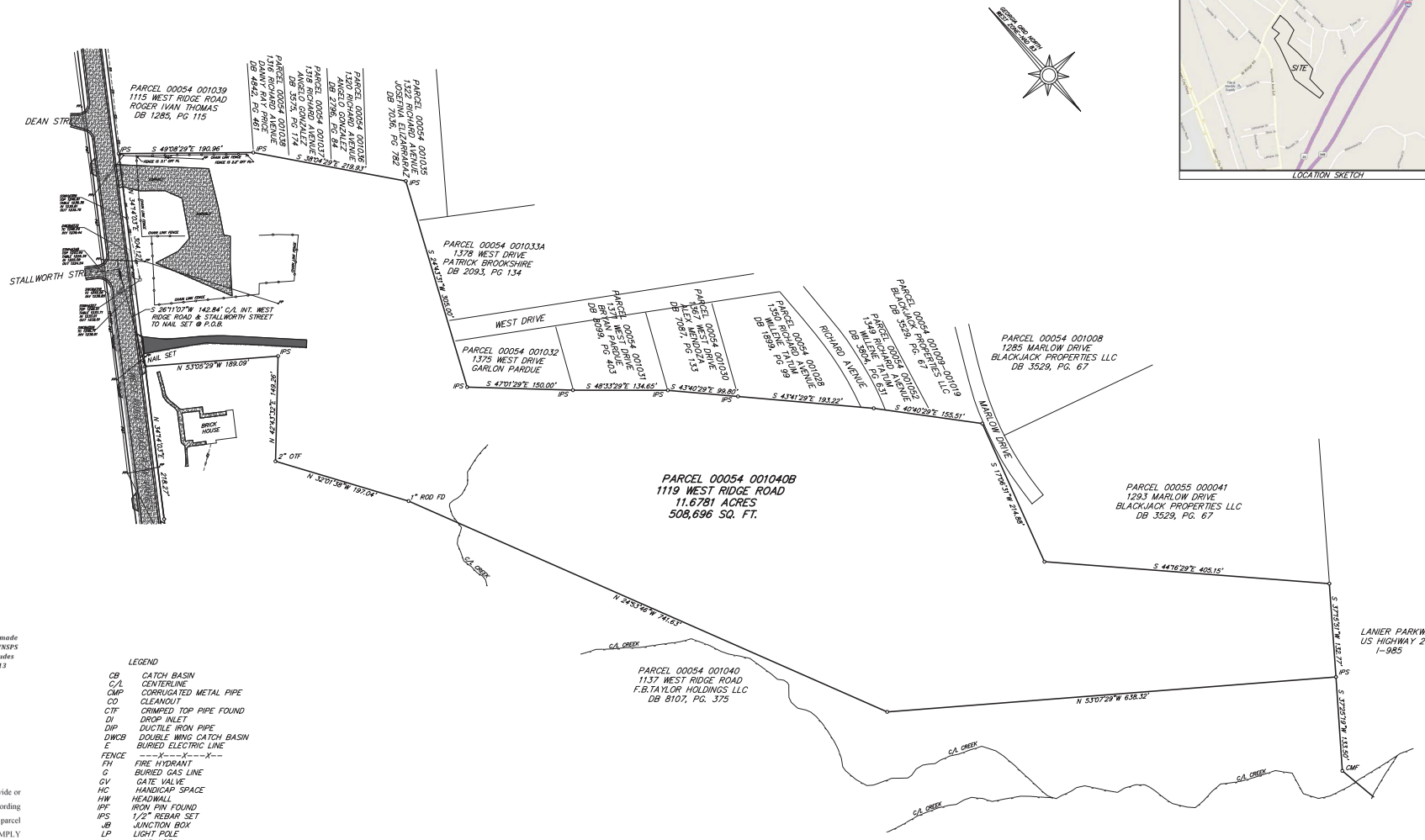
Tyner Drive
Tyner Drive
Marlow Drive
Marlow Drive
Marlow



SURVEY CERTIFICATION

TO: FB Holdings, LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1,2,3,4,6(a),8,11(observed evidence collected pursuant to section 5E.iv), 13 14,16,17,18,19 and 20 of Table A. The fieldwork was completed on June 1, 2018. Date of Plat or Map: June 7, 2018.

(Surveyor's Seal)

(Surveyor's Signature)

Calvin A. Kytle
Register Surveyor
State of Georgia
License No. LS002244

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.

Calvin A. Kytle, Ga. LS#002244

It is hereby certified that this plat is true and correct as to the property lines and all improvements shown thereon, and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist, and their location, size, type and material are correctly shown. The field data upon which this plat is based has a closure precision of one foot in 19,321 feet and an angular error of 4 seconds per angle point, and was adjusted using the Compass rule. This plat has been calculated for closure and is found to be accurate within one foot in 229,387 feet. The equipment used to obtain the linear and angular measurements herein was Carlson CR2 Robotic Total Station.

By: Calvin A. Kytle
REGISTERED GEORGIA LAND SURVEYOR
REG. NO 2244 DATE OF EXPIRATION: December 31, 2018

PREPARED BY:
KYTLE ENGINEERING & LAND SURVEYING, LLC
5367 HIGHWAY 52
P.O. BOX 402
GILLSVILLE, GEORGIA 30543
PHONE: (404) 317-1544

LEGEND

CB	CATCH BASIN
C/L	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CTF	CRIMPED TOP PIPE FOUND
DI	DROP INLET
DIP	DUCTILE IRON PIPE
DWCB	DOUBLE WING CATCH BASIN
E	BURIED ELECTRIC LINE
FENCE	-x-x-x-x-x-
FH	FIRE HYDRANT
G	BURIED GAS LINE
GV	GATE VALVE
HC	HANDICAP SPACE
HW	HEADWALL
IPF	IRON PIN FOUND
IPS	1/2" REBAR SET
JB	JUNCTION BOX
LP	LIGHT POLE
LL	LAND LOT
OCS	OUTLET CONTROL STRUCTURE
P	OVERHEAD POWER LINE
P.O.B.	POINT OF BEGINNING
PP	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
RBS	REBAR SET
RBF	REBAR FOUND
RCP	CONCRETE PIPE
R/W	RIGHT-OF-WAY
SD	STORM DRAIN
SS	SANITARY SEWER
SS MH	SANITARY SEWER MANHOLE
SWCB	SINGLE WING CATCH BASIN
T	OVERHEAD TELEPHONE LINE
TP	TELEPHONE POLE
UGT	BURIED TELEPHONE LINE
W	WATER LINE
WI	WEIR INLET
WM	WATER METER
WV	WATER VALVE

SUBJECT PROPERTY IS ZONED RESIDENTIAL-II (R-II)
MINIMUM LOT AREA=35000 SQ. FT.
MINIMUMLOT FRONTAGE=50 FEET
FRONT SETBACK=55 FEET FROM C/L OR 30 FEET FROM PROPERTY LINE, WHICHEVER IS GREATER
SIDE SETBACK=10 FEET
REAR SETBACK=20 FEET

ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK.(HALL COUNTY CODE 8.170.070)

IF THE PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE.(HALL COUNTY CODE 17.225.040)

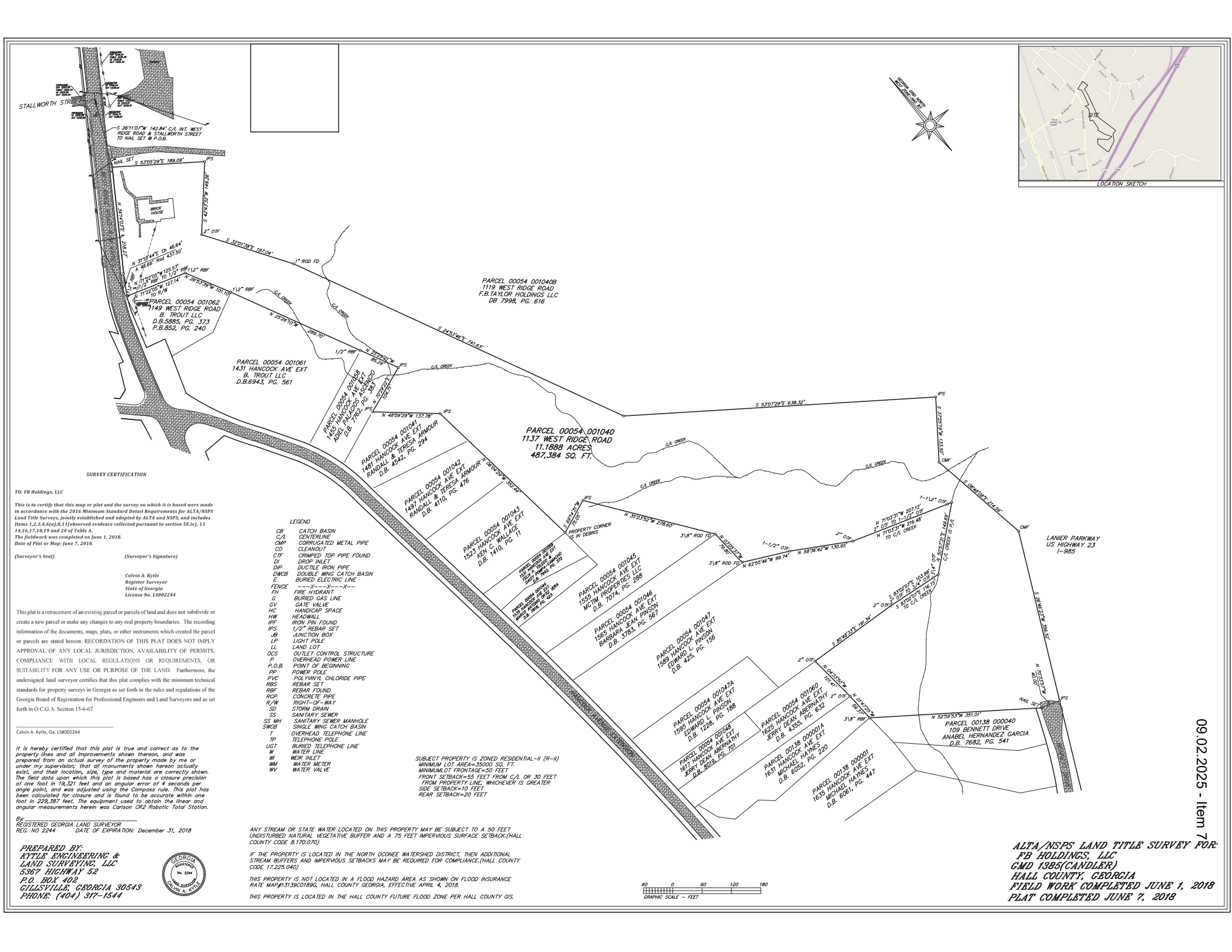
THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP#13139C0189G, HALL COUNTY GEORGIA, EFFECTIVE APRIL 4, 2018.

THIS PROPERTY IS LOCATED IN THE HALL COUNTY FUTURE FLOOD ZONE PER HALL COUNTY GIS.

60 0 60 120 180
GRAPHIC SCALE - FEET

ALTA/NSPS LAND TITLE SURVEY FOR:
FB HOLDINGS, LLC
CMD 1385(CANDLER)
HALL COUNTY, GEORGIA
FIELD WORK COMPLETED JUNE 1, 2018
PLAT COMPLETED JUNE 7, 2018

09.02.2025 - Item 7



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(Surveyor's Seal) *(Surveyor's Signature)*

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PREPARED BY:
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5367 HIGHWAY 52
P.O. BOX 402
GILLSVILLE, GEORGIA 30543
PHONE: (404) 317-1544

GEORGIA REGISTERED No. 2244 LAND SURVEYOR CALVIN A. KYTLE

LEGEND

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FIELD WORK COMPLETED JUNE 1, 2018
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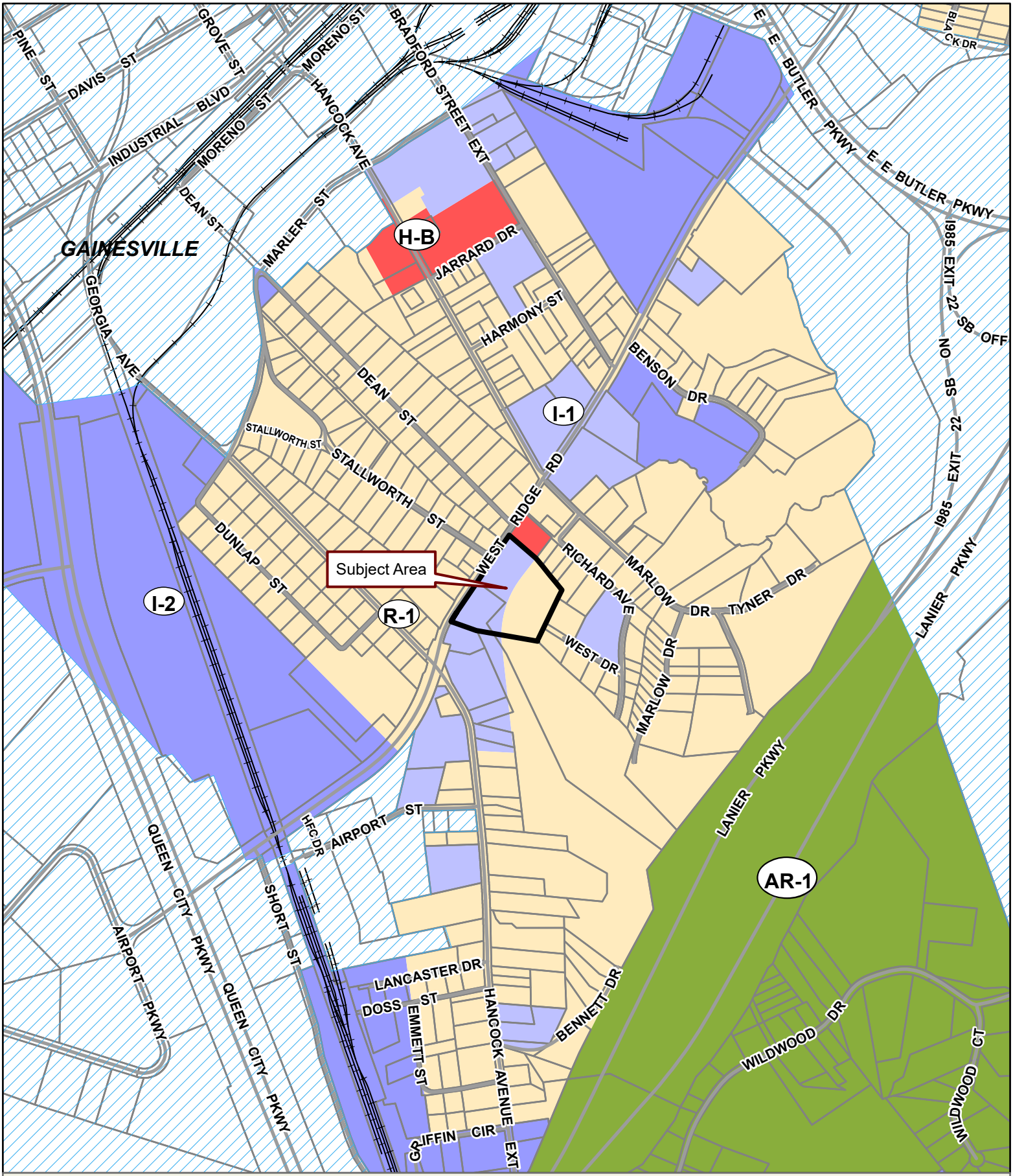


Applicant: VALIANT SERVICES C/O DAVID ELDER

Tax Parcel #: 00054 001040B (PT) & 0010040 (PT)

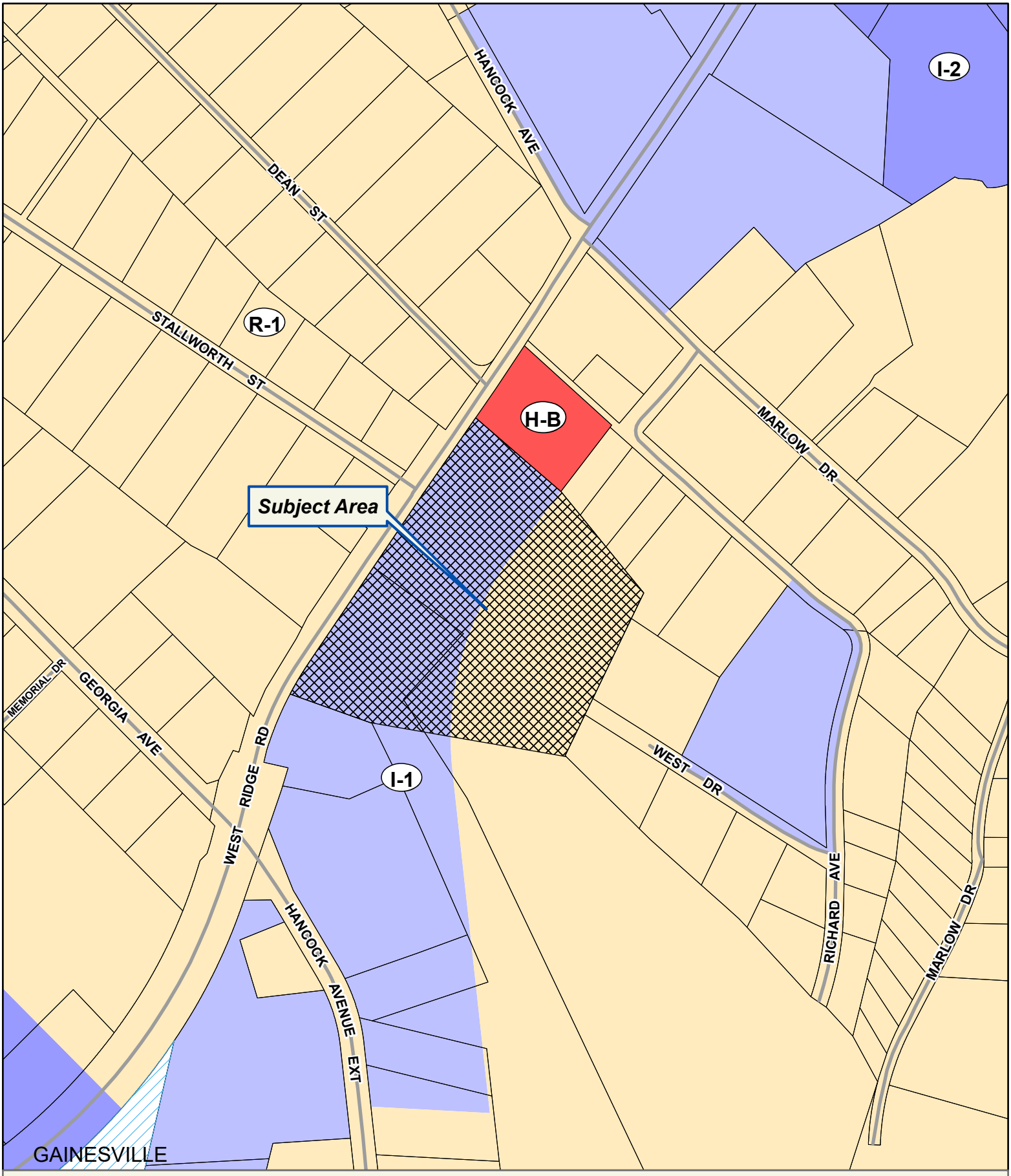
Location: 1119 & 1137 WEST RIDGE ROAD, GAINESVILLE, GA 30501

Commission District 4 **PC Mtg. Date: 09/02/2025**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



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Commission District 4 **PC Mtg. Date: 09/02/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area

N

eFiled and eRecorded
DATE: 06/17/2024
TIME: 3:04 PM
DEED BOOK: 9493
PAGE: 14 - 19
FILING FEES: $25.00
TRANSFER TAX: $1,000.00
PARTICIPANT ID: 6073054394
PT61: 069-2024-004000
RECORDED BY: CH
CLERK: Charles Baker, C.S.C
Hall County, GA

after recording, return to:

SCOTT A. BALL
WALKER, BALL & DIMO, LLC
340 JESSE JEWELL PKWY, SUITE 650
GAINESVILLE, GA 30501

LIMITED WARRANTY DEED

THIS INDENTURE is made this **17th** day of **June, 2024**, between

FB TAYLOR HOLDINGS, LLC, a Georgia limited liability company
(hereinafter referred to as "Grantor")

and

ROMO INDUSTRIAL, LLC, a Georgia limited liability company
(hereinafter referred to as "Grantee")

("Grantors" and "Grantees" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits.)

W I T N E S S E T H

GRANTORS, in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, have granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantees the following described property, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantees forever in FEE SIMPLE.

AND GRANTORS WILL WARRANT and forever defend the right and title to the Land unto Grantees against the claims of all persons whomsoever claiming by, under, or through said Grantor.

WBD FILE #2400172

EXECUTED under seal as of the date above.

Signed, sealed, and delivered
in the presence of:

Unofficial Witness

Notary Public

SANDRA KRITIKOS NOTARY PUBLIC DAWSON COUNTY, GA COMMISSION EXPIRES Aug. 6, 2027

FB TAYLOR HOLDINGS, LLC,
a Georgia limited liability company

BY: CHADWICK B. TAYLOR,
Executive Vice-President, as authorized agent as Shown on that Limited Liability Company Resolution for Sale attached hereto

(Corporate Seal)

FB Taylor Holdings, LLC CORPORATE SEAL

WBD FILE #2400172

EXHIBIT A
Description of Property

Tract I:

All that tract or parcel of land lying and being located in Candler G.M.D. #1385, Hall County, Georgia and being more particularly described as follows: Beginning at a nail set on the Easterly right of way of West Ridge Road that is located South 26 degrees 11 minutes 07 seconds West a distance of 142.84 feet from the centerline intersection of West Ridge Road and Stallworth Street; THENCE South 53 degrees 05 minutes 29 seconds East for a distance of 189.09 feet to a 1/2 inch rebar set; THENCE South 42 degrees 43 minutes 32 seconds West for a distance of 149.26 feet to a 2 inch open top pipe found; THENCE South 32 degrees 01 minutes 38 seconds East for a distance of 197.04 feet to a 1 inch rod found; THENCE South 24 degrees 53 minutes 46 seconds East for a distance of 741.63 feet to a point; THENCE South 53 degrees 07 minutes 29 seconds East for a distance of 638.32 feet to a 1/2 inch rebar set on the Westerly right of way of Lanier Parkway; THENCE South 37 degrees 25 minutes 19 seconds West for a distance of 133.50 feet along said right of way to a concrete monument found; THENCE South 08 degrees 48 minutes 08 seconds East for a distance of 214.59 feet along said right of way to a concrete monument found; THENCE South 26 degrees 46 minutes 23 seconds West for a distance of 356.52 feet along said right of way to a 1/2 inch rebar set; THENCE leaving said right of way and running North 70 degrees 33 minutes 57 seconds West for a distance of 40.00 feet to a nail set; THENCE North 52 degrees 59 minutes 53 seconds West for a distance of 351.01 feet to a 3/8 inch rebar found; THENCE North 01 degrees 47 minutes 25 seconds West for a distance of 59.37 feet to a 2 inch open top pipe found; THENCE North 04 degrees 33 minutes 50 seconds West for a distance of 101.41 feet to a 2 inch open top pipe found; THENCE South 85 degrees 48 minutes 33 seconds East for a distance of 191.34 feet to a 2 inch open top pipe found; THENCE South 83 degrees 02 minutes 07 seconds East for a distance of 116.15 feet to the centerline of a creek; THENCE North 50 degrees 57 minutes 31 seconds East for a distance of 149.69 feet along the centerline of said creek to a point; THENCE leaving said creek and running North 71 degrees 03 minutes 31 seconds West for a distance of 216.48 feet to a 2 inch open top pipe found; THENCE North 58 degrees 36 minutes 42 seconds West for a distance of 130.95 feet to a 1-1/2 inch open top pipe found; THENCE North 62 degrees 55 minutes 46 seconds West for a distance of 99.74 feet to a 3/8 inch rod found; THENCE North 03 degrees 05 minutes 37 seconds West for a distance of 79.80 feet to a 3/8 inch rod found; THENCE North 35 degrees 23 minutes 52 seconds West for a distance of 278.60 feet to a 1/2 inch rebar set; THENCE South 69 degrees 14 minutes 31 seconds West for a distance of 75.05 feet to a point; THENCE North 06 degrees 04 minutes 29 seconds West for a distance of 352.44 feet to a 1/2 inch rebar set; THENCE North 48 degrees 09 minutes 29 seconds West for a distance of 137.78 feet to a 1/2 inch

rebar set; THENCE North 70 degrees 29 minutes 22 seconds East for a distance of 104.71 feet to a 1/2 inch rebar set;
THENCE North 25 degrees 25 minutes 21 seconds West for a distance of 85.29 feet to a 1/2 inch rebar found; THENCE North 25 degrees 26 minutes 10 seconds West for a distance of 289.70 feet to a 1/2 inch rebar found; THENCE North 26 degrees 53 minutes 39 seconds West for a distance of 101.10 feet to a 1/2 inch rebar found; THENCE North 71 degrees 22 minutes 05 seconds West for a distance of 127.14 feet to a point on the easterly right of way of West Ridge Road; THENCE along a curve to the right having a radius of 437.50 feet and an arc length of 46.66 feet, being subtended by a chord of North 31 degrees 10 minutes 44 seconds East for a distance of 46.64 feet along said right of way to a point; THENCE North 34 degrees 14 minutes 03 seconds East for a distance of 218.27 feet along said right of way to the Point of Beginning. Said property contains 11.1888 acres (487,384 square feet). Said property is more particularly shown on plat of survey for FB Holdings, LLC by Kytle Engineering & Land Surveying, LLC, Calvin A. Kyle, GRLS #2244 dated June 7, 2018. This property is known as **1137 West Ridge Road and Tax Parcel 00-054-001-040** according to the present system of numbering properties by the Hall County, Georgia Tax Assessor's office. Said property is conveyed together with and subject to all easements, covenants, and restrictions of record, if any.

Tract II:

All that tract or parcel of land described as follows: Candler G.M. D.1385 District of Hall County, Georgia, on the Southeast side of what is known as the Candler Road also Georgia State Highway No. 60, containing 11.67 acres, more or less. Said tract of land being more particularly shown and delineated on a plat prepared by Jimmy D. Bullock, Georgia Registered Land Surveyor No. 1765, dated August 22, 1975, which plat is recorded in the Clerk's Office of the Superior Court of Hall County, Georgia, in Plat Book 60, Page 101, said plat and the record thereof are by reference incorporated herein. Subject to existing highway and road right of ways and public utility easements and right of ways. This property is known as **1119 West Ridge Road and Tax Parcel 00-054-001-040B** according to the present system of numbering properties by the Hall County, Georgia Tax Assessor's office. Said property is conveyed together with and subject to all easements, covenants, and restrictions of record, if any.

2400172 Description

Outlook

RE: West Ridge Road - Water and Sewer Availability Letter Needed

From Nick Swafford <NSwafford@gainesvillega.gov>
Date Mon 5/12/2025 2:06 PM
To David Elder <david@redrockga.com>; Kristie Turner (Planning) <kturner@hallcounty.org>; [redacted]

Good afternoon Kristie,

Please allow this email to serve as confirmation of existing water and sanitary sewer service to the parcels included with this proposed rezoning. The City of Gainesville currently owns and operates an existing 6-inch DIP water main in the R/W of West Ridge Road along the frontage of the properties. The City also owns and operates and existing 8-inch DIP water main in the R/W of West Ridge Road at its intersection with Stallworth Street in front of the properties. There is also an existing 8-inch clay sanitary sewer located on the 1119 West Ridge Road tract.

The City currently has adequate domestic water and sanitary sewer capacity for the proposed project of 36 commercial contractor offices with bathrooms. In order to connect to public sewer, an annexation agreement will be required since the properties are not currently contiguous with the City limits of Gainesville. The fully-executed agreement will be required prior to approval of any land development permits.

This confirmation of water and sanitary sewer availability is valid for one year from the date of this email unless development plans have been submitted for review and approval.

If you have any questions or need anything further, please let me know.

Thanks,

Nick Swafford
Permitting Services & GIS Manager
Department of Water Resources

GAINESVILLE

O | 770.538.2452
www.gainesville.org

300 Henry Ward Way, Ste. 305
Gainesville, GA 30501

Outlook

HCPC Tentative Agenda 9.2.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Fri 8/1/2025 11:10 AM
To Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 3985 Mount Vernon Rd, Terry: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. An existing system evaluation/site visit will be required for Environmental Health to process required paperwork for the building permit application. Please note that Zoning approval does not imply approval from other county departments.

Item 2, 1604/1608 Whiting Drive/1790 Browns Bridge Rd: Vargas: No comment. Public sewer.

Item 3, 7365 Bill Wilson Rd, Riddle: Must meet all residential permitting requirements. Original copy of Level 3 soil evaluation and copy of recorded plat will be required at time of septic permit application.

Item 4, 5303 Browns Bridge Rd, Sadegh: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5A/B, 2196 Centennial Drive: Food Service permit/plan review may be required after review of business plan.

Item 6A/B, 1119/1137 West Ridge, Elder: No comment. Public Sewer.

Item 7A/B, 6450 Ben Parks Road, Davis Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Any proposed lot utilizing onsite sewage management systems permitted by Environmental Health must have a minimum of 21,780 sf non-restricted lot size if served by public water or 43,560sf non-restricted area if served by individual wells. Community septic systems and/or community wells to be permitted by EPD. Please note that Zoning approval does not imply approval from other county departments. Further determination and review of proposed subdivision will be made during the plat review process and not during Zoning application/approval.

Item 8A/B: 2400 O'Kelley Road, Project Turbo: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system

installation/modification may be required after review of business plan. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 9A/B, 4527 JM Turk Road, Mulberry Springs Winery: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. Food Service permit/plan review may be required after review of business plan.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

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Outlook

RE: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Mon 7/28/2025 11:01 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Below you will find our comments.

Thanks,

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant Will Not Require GDOT Coordination**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant Will Require GDOT Coordination**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant Will Not Require GDOT Coordination**

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant Will Require GDOT Coordination**

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant Will Not Require GDOT Coordination**
(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor**

recreation | * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant** **Will Not Require GDOT Coordination**

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant** **Will Not Require GDOT Coordination**
(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant** **Will Not Require GDOT Coordination**

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**
Will Not Require GDOT Coordination
(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant** **Will Not Require GDOT Coordination**

8. **(A) 2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant** **Will Require Possible GDOT Coordination**
(B) 2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant** **Will Require Possible GDOT Coordination**

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant** **Will Not Require GDOT Coordination**
(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant** **Will Not Require GDOT Coordination**

Nakia Nembhard
Civil Engineer 3

District 1 Traffic Operations
1475 Jesse Jewell Pkwy Suite 100
Gainesville, GA, 30501

(678) 332-8200 Cell
(770) 533-8496 Office

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, July 24, 2025 11:26 AM
Subject: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Here is the Tentative Agenda and Maps for the ***TUESDAY,*** **September 2, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday August 1, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – August 18, 2025

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive |

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: August 1, 2025

Subject: September 2, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 2, 2025, meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer – Not available

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

a. Engineering: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. Traffic: No comment
c. **Utilities:** Gainesville sewer – Available onsite

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant**

    a. **Engineering**: No comment
    b. **Traffic:** No comment
    c. **Utilities:** Hall County sewer service area. No infrastructure in vicinity

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    b. **Traffic:** GDOT access permit required
    c. **Utilities:** Gainesville-Hall sewer area. No infrastructure in vicinity

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    Show FEMA and Hall County studied Flood plains that are present on site.
    Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
    b. **Traffic:** No comment
    c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant**

(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**

(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** Left and Right turn lanes may be required.
c. **Utilities:** Hall County Serwer service area. No infrastructure in vicinity

8. **(A) 2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant**

(B) 2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** TIS to be provided with DRI. Traffic comments to be made after review.
c. **Utilities:** Gainesville sewer service area. Sewer is available via pump station about 0.5 miles to the North.

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** May require left and right turn lanes or a right-hand passing lane.
c. **Utilities:** Oakwood sewer service area. No sewer infrastructure in the vicinity

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Fri 7/25/2025 10:11 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

TUESDAY, **September 2, 2025** Hall County Planning Commission Meeting.

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant**

(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant**

Hall County Fire Marshal's Office comments:

1. If approved the site development plan may require modifications during the development review process.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: VALIANT SERVICES c/o DAVID ELDER
REQUEST: REZONE FROM R-1 & I-1 TO I-1 FOR INDOOR/OUTDOOR STORAGE AND WAREHOUSING WITH VARIANCES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: SEP 02, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: OCT 07, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

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PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than thirty (30) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than thirty (30) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than thirty (30) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN JULY 25, 2025 AND NO LATER THAN AUGUST 03, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN AUGUST 03, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, Henry Moen **, hereby acknowledge that I have**
Please Print Name

read and understand the sign posting requirements. I further certify that the required public notice sign was posted on 7/28/25 **for** ROMO INDUSTRIAL LLC.
Date (Name application filed as)

Signature _____
(The original document is required)

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 565/2025

SUBJECT: **2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 | **Proposed Use: Outdoor recreation** | Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

Meetings:

Work Session Date: 10/06/25 **Voting Meeting Date:** 10/07/25

Executive Summary:

Presenter: BG

Recommendation:
Denial

Purpose of Request:
2196 Centennial Drive | Special Use | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 | **Proposed Use: Outdoor recreation** | Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
KE	BG	JL	CR
Clerk			
JR			

Attachments:
Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat
Maps
Renderings
Street view images
Deed
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Notice Sign

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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

Hall County Government
PLANNING AND ZONING

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: September 22, 2025

Subject: **2196 Centennial Drive** | **Special Use** | on a 4.19± acre parcel| Zoned I-1; Tax Parcel 08013 003033 | **Proposed Use: Outdoor recreation |Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

The request before you is from Vital Foods, LLC, Juan Carlos Lomas, c/o Gaskins + LeCraw for a special use for outdoor recreation. This item is located within Commission District 4.

At their September 2, 2025 meeting, the Hall County Planning Commission voted to recommend **denial (3-1, Davidson opposed and Hunt absent).**

Staff recommendation: **Approval, with conditions,** as the proposed use is consistent with "Employment Nodes and Corridors" future land use classification within the Comprehensive plan.

There were **no comments submitted** in advance of the Planning Commission meeting and **no one spoke during the public hearing.**

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw

Request ..... (A) **Special Use** | Outdoor Recreation

Proposed Use ..... Outdoor recreation

Size ..... 4.19± acres

Zoning ..... Light Industrial (I-1)

Location ..... **2196 Centennial Drive |** Tax Parcel 08013 003033

Commission District ..... Four

Planning Commission Date ..... September 2, 2025

Staff Recommendation ..... **(A) Approval, with conditions,** as the proposed use is consistent with "Employment Nodes and Corridors" future land use classification within the Comprehensive plan.

Record Number(s) HZCU25-0038

Planning Commission Recommendation .....Denial

Vote: 3-1 (Davidson opposed, Hunt absent)

Excerpts from the minutes of the September 2, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Dani Blumenthal, 1266 Powder Springs Road, presented the request. The applicant has submitted two concurrent requests as part of the application: (A) special use for outdoor recreation within the Light Industrial (I-1) zoning district; and (B) a variance to Table 8.1.1 of the UDC for required parking. The property is zoned Light Industrial (I-1), and measures approximately 4.19± acres and is currently undeveloped and forested. The subject property was approved for a conditional use on August 24, 2023 for a food processing plant involving the further processing of animal or animal products (HZCU23-0026)

with 5 conditions; however, that approval expired on August 25, 2024 as no action was taken to implement the proposed use on the subject property within 12 months of the approval.

Juan Carlos Lomas-Vital, 3587 Southers Road, presented the request.

Leonardo Maeebo Saude, 3530 Univeter Road, Canton, presented the request.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Chairman Braswell asked about the proposed days and hours of operation. Ms. Blumenthal responded that the facility would operate seven days a week, with hours from 8:00 a.m. to 8:00 p.m., primarily during evenings and weekends when the surrounding industrial businesses are not operating. Chairman Braswell then asked whether the applicants were operating any other facilities, to which Ms. Blumenthal replied no. He followed up by asking how many vehicles would be present at one time. Mr. Lomas-Vital explained that the games are staggered over several hours, with typically one car per player, estimating a maximum of 20 cars at any given time.

Chairman Braswell asked if Mr. Lomas had visited the site in the industrial park during business hours. Mr. Lomas confirmed that he had and noted that they are familiar with many of the business owners in the area. Commissioner Castleberry asked about the level of industrial traffic. Mr. Lomas responded that while there is heavy traffic at the front of the industrial park, the area where the field is located does not experience much industrial traffic.

Chairman Braswell expressed concerns about the safety of children, particularly regarding the parking configuration. He noted that parking is often an issue at sporting events and mentioned that although signs in the park prohibit parking along the road, existing businesses do not always follow this rule. In response, Ms. Blumenthal offered to install a fence at the street as a barrier. She also mentioned the availability of shared parking and emphasized that only one soccer field is proposed, which would generate less traffic than a typical sports complex.

Commissioner Sosebee echoed Chairman Braswell's concerns. Mr. Lomas added that most of the activity would take place on weekends when traffic in the area is lighter. Commissioner Castleberry asked whether practices would occur on weekdays and games only on weekends. Ms. Blumenthal confirmed this and added that nets and fencing could be installed behind the field to serve as an additional safety barrier.

Chairman Braswell reiterated his concern for safety. Commissioner Castleberry echoed those concerns and stated that while the idea is a good one, the location is not appropriate. Mr. Saude then spoke to explain the current operation of his soccer club, which trains in Gainesville. He stated that weekday practices begin at 6:00 p.m. and end at 9:00 p.m., while weekend games start at 9:00 a.m. and are intended for local players, not large-scale events.

A
***Motion:* A motion to deny was made by André Castleberry and seconded by Frank Sosebee. Vote: 3-1 (Hunt absent, Davidson opposed)**

B
***Motion:* A motion to deny was made by André Castleberry and seconded by Frank Sosebee. Vote: 3-1 (Hunt absent, Davidson opposed)**

(A) Staff recommends APPROVAL of the applicant's request with the following conditions:

1. The property shall be developed in accordance with the site plan dated June 18, 2025, and as described in the project narrative dated July 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal, and Hall County Engineering.

3. All conditions of zoning shall be made part of any plats created for the property.

(B) Staff recommends DENIAL of the applicant's request.

The following should be considered as exceptions to the Official Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

Section 8.1.2.A – Off-Street Parking Requirements - Off-street parking spaces must be provided with vehicular access to a street or alley and must be equal in number to the minimum requirements as specified in Table 8.1.1.

- **Per Table 8.1.1** for outdoor recreation requires 1 space per 300 square feet plus 1 space per 1,000 square feet of outdoor area. Total required for this application is 58 spaces.
    - The applicant is proposing 44 parking spaces. **This does not meet the standard.**

Summary Analysis

The applicant has submitted two concurrent requests as part of the application: (A) special use for outdoor recreation within the Light Industrial (I-1) zoning district; and (B) a variance to table 8.1.1 of the

UDC for required parking. The property is zoned Light Industrial (I-1), and measures approximately 4.19± acres and is currently undeveloped and forested.

The subject property was approved for a conditional use on August 24, 2023 for a food processing plant involving the further processing of animal or animal products (HZCU23-0026) with 5 conditions; however, that approval expired on August 25, 2024 as no action was taken to implement the proposed use on the subject property within 12 months of the approval.

The surrounding properties are zoned and developed as follows:

North:	City of Gainesville: Flat Creek Water Reclamation Facility, & Hall County Agricultural Residential (AR-1): Memorial Park Funeral Home and Cemetery
East:	Light Industrial (I-1): Developed with manufacturing/warehouse storage facility for Vital Foods
South:	Light Industrial (I-1): Developed with truck/trailer rental and leasing facility
West:	Light Industrial (I-1): Developed with nursery/florist wholesaler and warehouse storage facility

Per the submitted narrative and site plan, the applicant is requesting a special use for outdoor recreation and a variance to reduce the required parking. The proposed development includes two soccer fields, a sand field, a playground, and a restroom facility as well as a total of 44 parking spaces. According to the narrative, the applicant also plans to operate a small on-site concessions business offering pre-packaged items such as chips, light snacks, and beverages, with the potential for future expansion to include preparing food items on-site. The proposed recreation fields will operate Monday through Sunday, from 8:00 a.m. to 8:00 p.m.

No utility letters were provided confirming availability; however, Hall County GIS maps show that there appears to be both public water and sewer in the area.

Based on the future land use plan, staff finds the requested zoning designation *is consistent* with the Hall County Comprehensive Plan future land use designation of "Employment Nodes and Corridors." Employment nodes and corridors should consist of industrial and/or office uses housed in either formalized campuses or along major road corridors that have existing or future access to water and sewer. These areas may also include higher density residential uses, where appropriate. Site designs should use the quality development principals to the fullest extent possible. In some areas of the county, this future land use allows limited residential intended to house employees of nearby industries.

(A) Zoning Analysis - Special Use

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposal is suitable in view of the use and development of adjacent and nearby properties.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed use does not appear to adversely affect the existing use or usability of adjacent properties.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the Hall County Comprehensive Plan future land use designation of "Employment Nodes and Corridors."**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently undeveloped and forested.**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **There are no known changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **No, this would not create an isolated district unrelated to the surrounding districts as the I-1 zoning district is already established.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The existing zoning of the subject site supports the proposed use; however, the proposed use in the Gateway Corridor Overlay District requires approval by the Board of Commissioners.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request for a special use in the Gateway Corridor Overlay District could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

(B) <u>Zoning Analysis</u> – Variance to table 8.1.1

The Planning Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the particular lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **No, there are no extraordinary or exceptional conditions pertaining to the physical character of the lot to prevent the project design from meeting development standards.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **No evidence has been provided that an unusual hardship exists to prevent the development from complying with parking requirements.**

3. Such conditions are peculiar to the property involved and are not common to other properties in the neighborhood; **There are no conditions peculiar to the property involved that are not common to other properties in the neighborhood.**

4. Such conditions are not the result of any actions of the property owner; **The reduction of required parking spaces is a direct action of the property owner.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission. **Relief, if granted, will not impair the purposes and intent of the Unified Development Code of Hall County.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In an email dated August 1, 2025, Emily McGahee stated, "Food Service permit/plan review may be required after review of business plan."

Georgia Department of Transportation
In an email dated July 28, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is not required.

Hall County Public Works and Utilities
In a memo dated August 1, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show FEMA and Hall County studied Flood plains that are present on site.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

Traffic:
No comment

Utilities
Gainesville sewer service area. Infrastructure is onsite

Hall County Fire Marshal
In an email dated July 25, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "The Hall County Fire Marshal's Office has no comments as proposed."

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902

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SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Vital Foods, LLC (Juan Carlos Lomas) c/o
Gaskins + LeCraw
1266 Powder Springs Road, Marietta, GA 30064

Phone 678.546.8100
Email Address dblumenthal@gaskinslecraw.com

Property Owner (Name & Mailing Address)

Vital Foods, LLC (Juan Carlos Lomas)
P.O. BOX 1746, Gainesville, GA 30503

Phone 770.780.4622
Email Address juancarlos.lomas@vitalfoods.us

Proposed Use Outdoor Recreation (Soccer Field)

Contact Person (Name & Mailing Address)

Dani Blumenthal, Gaskins + LeCraw
1266 Powder Springs Road, Marietta, GA 30064

Phone 678.546.8100
Email Address dblumenthal@gaskinslecraw.com

Tax Parcel Number 08013 003033
Location Address 2196 Centennial Drive

Status of Applicant

- ⌋ Owner
- ⌋ Option to Purchase
- ⌋ Area Resident
- ⌋ Other

Zoning: I-1

Requested Action

Type of Request: ☐ SU ☐ CUP
Fee:$
Receipt #:
Check #:
Acreage

I hereby certify that the above information and all attached information are true and correct.

Print Juan Carlos Lomas Date:
Sign SIGN HERE Date: 6/20/25

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 ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902

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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Vital Foods, LLC (Juan Carlos Lomas)

Address P.O. BOX 1746, Gainesville, GA 30503

Phone Number 770.780.4622

Name of applicant(s) Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw

Address P.O. BOX 1746, Gainesville, GA 30503

1266 Powder Springs Road, Marietta, GA 30064 (Representative)

Phone Number 770.780.4622, 678.546.8100 (Representative)

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) SIGN HERE

Personally appeared before me WITNESS

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

WITNESS

Notary Public

06/19/2025
Date

SHAIRYNIRYTH ROLLA PORSALLU VIDES
NOTARY PUBLIC
MY COMMISSION EXPIRES
02/21/2028
HALL COUNTY, GEORGIA

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Amended Annual Registration

Electronically Filed
Secretary of State
Filing Date: 4/17/2025 11:46:29 AM

BUSINESS INFORMATION

BUSINESS NAME	: Vital Foods, LLC
CONTROL NUMBER	: 15025409
BUSINESS TYPE	: Domestic Limited Liability Company
FILING TYPE	: Amended Annual Registration

CURRENT INFORMATION ON FILE FOR PRINCIPAL ADDRESS AND REGISTERED AGENT

PRINCIPAL OFFICE ADDRESS	: 909 Atlanta Hwy, Gainesville, GA, 30501, USA
REGISTERED AGENT NAME	: JUAN CARLOS LOMAS-VIITAL
REGISTERED OFFICE ADDRESS	: 3587 southers rd, Gainesville, GA, 30506, USA
REGISTERED OFFICE COUNTY	: Hall

CHANGES TO THE ABOVE CURRENT INFORMATION ARE INDICATED BELOW

PRINCIPAL OFFICE ADDRESS	: 909 Atlanta Hwy, Gainesville, GA, 30501, USA
REGISTERED AGENT NAME	: JUAN CARLOS LOMAS-VIITAL
REGISTERED OFFICE ADDRESS	: 3587 southers rd, Gainesville, GA, 30506, USA
REGISTERED OFFICE COUNTY	: Hall

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	: Shairyniryth Porsallu
AUTHORIZER TITLE	: Authorized Person

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**____ I have not X

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ SIGN HERE **Date:** 6/20/25

Applicant's/Owner's Name (Printed): Juan Carlos Lomas

GASKINS + LECRAW

July 03, 2025

Board of Commissioners
Hall County
2875 Browns Bridge Road
Gainesville, GA 30504

LETTER OF INTENT: Special Land Use Application for 2196 Centennial Drive

Honorable Board of Commissioners.

On behalf of our client, Vital Foods, LLC. (the "Applicant"), please accept this Letter of Intent for a Special Use Permit (SUP) for 2196 Centennial Drive, being Tax Map #08013 003033 (the "Subject Property") to allow for the use of a soccer academy, which will operate seven days a week (Monday – Sunday) from 8am to 8pm. The primary mission of this proposed facility is to provide young people with a positive and structured environment through soccer.

The Subject Property is zoned Light Industrial (I-1) and is currently vacant. The proposed use is appropriate in view of the use and development of nearby property.

The Applicant also plans to operate a small concessions business on-site, selling prepackaged items such as chips, light snacks, and beverages, with the possibility of expanding to preparing food items on-site in the future.

There will be a dedicated staff member responsible for the care and upkeep of the field to ensure it remains in excellent condition, and coaches will be on site for soccer camps. The proposed sign would be a monument sign at the entrance to the site. There will be adequate lighting for the soccer field, parking lot, and restroom building.

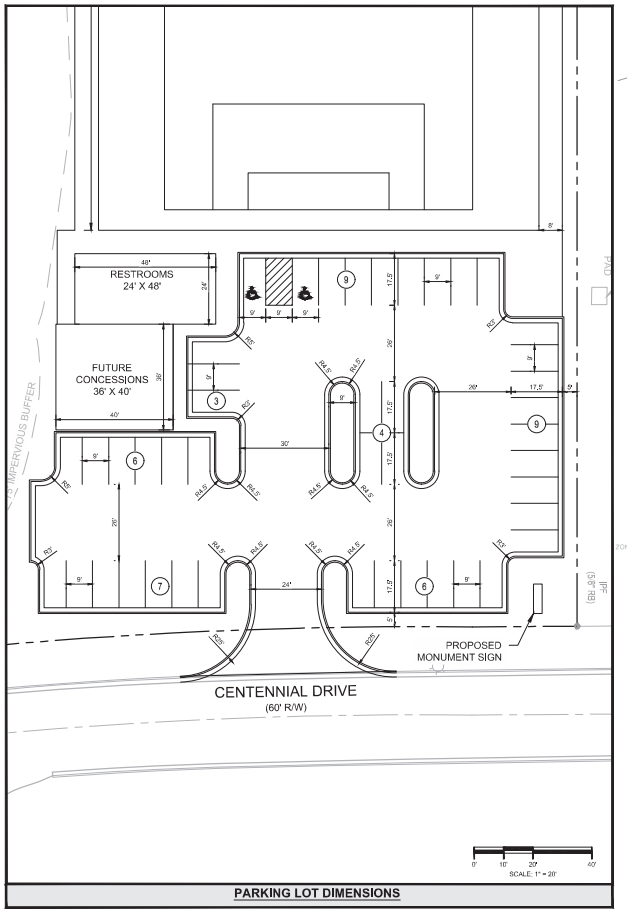
The Applicant is also requesting a concurrent variance from UDC Section 8.1.2, Table 8.1.1, to reduce the required parking from 58 parking spaces to 44 parking spaces. The Subject Property is constrained by existing topography, stream buffers and 100-year flood plain.

All required documentation is included in this application. We appreciate your consideration of this request.

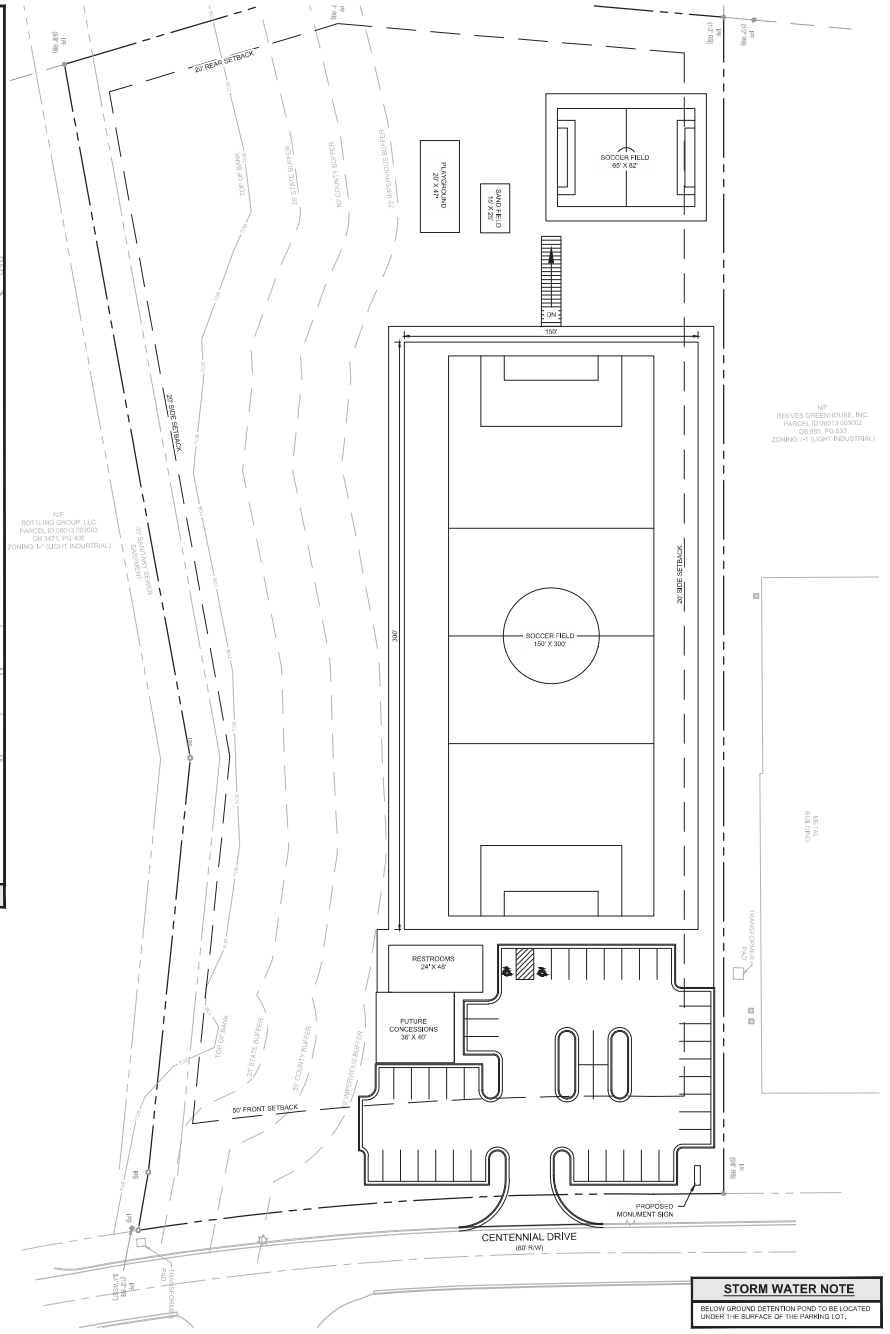
Sincerely,
Dani Blumenthal

Dani Blumenthal
Entitlements

dblumenthal@gaskinslecraw.com



PARKING LOT DIMENSIONS





LOCATION MAP

SITE SUMMARY

SITE AREA		
	SITE AREA:	4.19 ACRES (182,516 S.F.)
	IMPERVIOUS AREA:	29,630 S.F. (16%)
	PERVIOUS AREA:	152,886 S.F. (84%)
ZONING CLASSIFICATION		
	JURISDICTION:	HALL COUNTY
	ZONING:	I-1 (LIGHT INDUSTRIAL)
	ADJACENT ZONING:	I-1 (LIGHT INDUSTRIAL)
BUILDING SETBACKS		
	FRONT:	50'
	SIDE:	20'
	REAR:	20'
BUILDING SUMMARY		
	BUILDING AREA:	2,592 S.F.
	BUILDING COVERAGE:	1.4%
PARKING SUMMARY		
	PARKING REQ.: (MIN)	1 SPACE/1000 S.F. OUTDOOR SPACE + 1 SPACE/300 S.F. INDOOR SPACE
		55 SPACES
	(MAX)	125% OF MIN
		73 SPACES
	PARKING PROV.:	44 SPACES
	STANDARD STALL DIMENSIONS:	9' x 17.5'
	MIN. DRIVE WIDTH:	26'

CONCEPT PLAN DISCLAIMER

1. THE CONCEPT REPRESENTED HEREIN IDENTIFIES A SCHEMATIC DESIGN RESULTING FROM LAYOUT PREFERENCES IDENTIFIED BY THE CLIENT COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REQUIREMENTS. THE FEASIBILITY OF THIS PLAN WITH RESPECT TO OBTAINING CITY, COUNTY, STATE AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION OF THE SITE AND VERIFICATION OF THE ZONING ORDINANCES AND DEVELOPMENT REGULATIONS ALONG WITH PROCUREMENT OF APPROPRIATE JURISDICTIONAL APPROVALS.
2. THIS CONCEPT PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A ZONING AND/OR CONSTRUCTION DOCUMENT. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON AVAILABLE INFORMATION THAT WAS SUPPLIED AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON THE AVAILABILITY OF ADDITIONAL INFORMATION.

GENERAL SITE NOTES

1) ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS SPECIFIED OTHERWISE.

2) ALL TREES SHALL HAVE PROPER PROTECTION DURING CONSTRUCTION UNLESS APPROVED PLANS INDICATE OTHERWISE.

3) BOUNDARY & TOPOGRAPHIC SURVEY BY KEYSTONE LAND SURVEYING, INC., DATED NOVEMBER 16, 2021, LAST REVISED OCTOBER 3, 2022. BENCHMARK IS NOTED ON SURVEY.

4) FLOOD PLAIN IS PRESENT ON THIS SITE AS SHOWN ON THE FEMA FIRM MAP NUMBER 13139C0188G, DATED APRIL 4, 2018.

5) 2 HANDICAP SPACE IS REQUIRED TO BE VAN ACCESSIBLE WITH A MINIMUM 96" WIDE ACCESS AREA.

6) ACCESSIBLE PARKING AREAS, INCLUDING AISLES, SHALL SLOPE NO MORE THAN 2% IN ANY DIRECTION.

7) THE OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING, STORM DRAINAGE, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.

8) REFERENCE ARCH PLANS FOR DIRECTIONAL SIGNAGE, SITE SIGNAGE, BUILDING DIMENSIONS, ETC.

9) ALL NEW PAVEMENT SHALL MEET OR EXCEED GEOTECHNICAL SPECIFICATION. SEE REPORT PREPARED BY — DATED —.

STORM WATER NOTE

BELOW GROUND DETENTION POND TO BE LOCATED UNDER THE SURFACE OF THE PARKING LOT.

PREPARED IN THE OFFICE OF
GASKINS + LECRAW
© 2025 GASKINS + LECRAW, INC.
3475 CORPORATE WAY
SUITE A
DULUTH, GA 30096
PHONE +678.546.8100
FAX +770.441.0298
www.gaskinslecraw.com
PEF008127

REVISIONS:

NO.	DESCRIPTION	BY	DATE
1		-	-

CLIENT
BDJ CONSULTING
108 OZARK TRAIL, CANTON, GA 30114

PROJECT
SOCCER CLUB
2196 CENTENNIAL DRIVE
PARCEL NUMBER: 08013 003033
GAINESVILLE, HALL COUNTY, GA

SEAL:

PRELIMINARY

6/27/2025

CALL BEFORE YOU DIG
811
Know what's below. Call before you dig.

SCALE & NORTH ARROW:

NORTH ARROW
0' 15' 30' 60'
SCALE: 1" = 30'

DESIGN INFO:

DRAWN BY:	CWH
DESIGNED BY:	—
REVIEWED BY:	TKS
JOB #:	GW2001
DATE:	JUNE 27, 2025

CONCEPT SITE PLAN

CS-1.0

09.22.2025 - Item 6

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Gaskins + LeCraw, Inc. shall be without liability to Gaskins + LeCraw, Inc. Copyright Gaskins + LeCraw, Inc., 2025

GENERAL NOTES:
1: This Plat has been prepared without the benefit of a current title report. Easements or encumberances may exist that are not shown on this plat.
2: This plat is subject to any restrictions, easements, covenants or restrictions that may exist either written or unwritten.
3: Underground utilities not shown hereon may exist. The Surveyor does not take responsibility for absence or presence of any such utilities.
4: No Geodetic monuments were found within 500 feet of this site.
5: This Plat has been prepared for the exclusive use of the person(s) or entities named hereon.

FIELD DATA:

DATE OF FIELD SURVEY 11-2-21, 11-8-21, 6-7-22, 7-8-22 & 9-21-22.

THE CALCULATED POSITIONAL TOLERANCE BASED ON REDUNDANT LINEAR MEASUREMENTS OF OBSERVED POSITIONS WAS FOUND TO BE 0.00 FEET.

EQUIPMENT:
ELECTRONIC TOTAL STATION AND NETWORK GPS
GPS RECEIVER: CHAMPION INSTRUMENTS, PRO, SN:1033458,
NETWORK: eGPSVRS

TOTAL AREA: 181,817 SQ FT, 4.174 AC

CALCULATED PLAT CLOSURE: 1 FOOT IN 802,067 FEET

SURVEY DATA:

TYPE OF SURVEY: RETRACEMENT
SOURCE OF TITLE DESCRIPTION FOR SUBJECT PROPERTY: DB 2693 PG 239, DB 8852 PG 2
PROPERTY OWNER AT TIME OF SURVEY:
VITAL FOOD, LLC
PARCEL NUMBER: 08013 003033

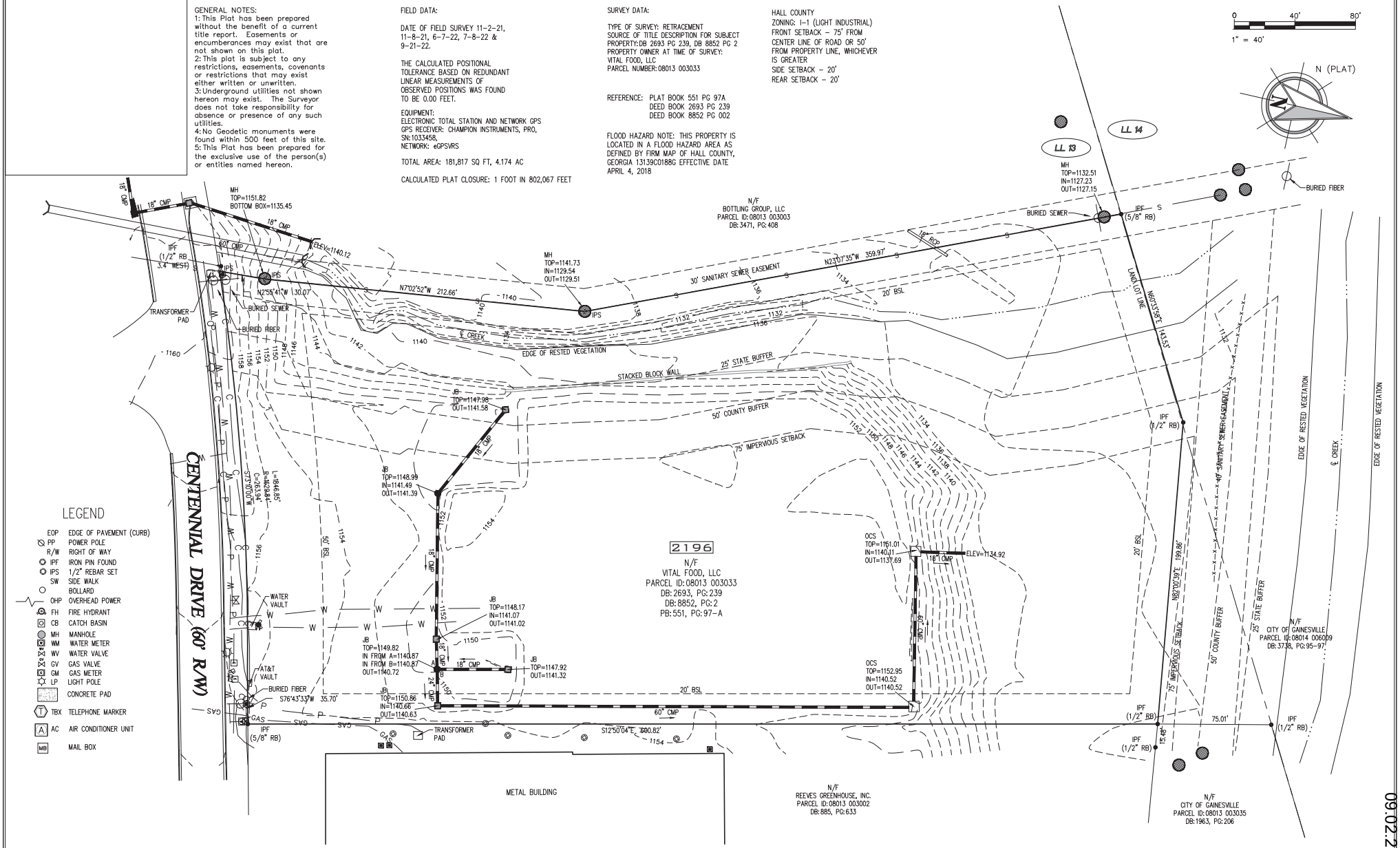
REFERENCE: PLAT BOOK 551 PG 97A
DEED BOOK 2693 PG 239
DEED BOOK 8852 PG 002

FLOOD HAZARD NOTE: THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA AS DEFINED BY FIRM MAP OF HALL COUNTY, GEORGIA 13139C0188G EFFECTIVE DATE APRIL 4, 2018

HALL COUNTY
ZONING: I-1 (LIGHT INDUSTRIAL)
FRONT SETBACK – 75' FROM CENTER LINE OF ROAD OR 50' FROM PROPERTY LINE, WHICHEVER IS GREATER
SIDE SETBACK – 20'
REAR SETBACK – 20'

0 40' 80'
1" = 40'

N (PLAT)



LEGEND

EOP	EDGE OF PAVEMENT (CURB)	
PP	POWER POLE	
R/W	RIGHT OF WAY	
IPF	IRON PIN FOUND	
IPS	1/2" REBAR SET	
SW	SIDE WALK	
	BOLLARD	
OHP	OVERHEAD POWER	
FH	FIRE HYDRANT	
CB	CATCH BASIN	
MH	MANHOLE	
WM	WATER METER	
WV	WATER VALVE	
GV	GAS VALVE	
GM	GAS METER	
LP	LIGHT POLE	
	CONCRETE PAD	
TBX	TELEPHONE MARKER	
AC	AIR CONDITIONER UNIT	
MB	MAIL BOX	

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, plat, 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 for 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

REVISIONS		
Date	Description	By
6-3-22	ADDED STREAM BUFFERS	JTF
7-14-22	ADD STORM AND SEWER INVERTS	JTF
10-3-22	LOCATE ADDITIONAL CREEK FOR BUFFERS	JTF

KEYSTONE LAND SURVEYING, INC.
162 E. OROGAN ST.
SUITE F
LAWRENCEVILLE, GEORGIA
770.545.8700
www.keystonelandsurveying.com

COPY RIGHT 2019–THIS 18 X 24 DRAWING AND REPRODUCTIONS ARE THE PROPERTY OF THE SURVEYOR AND MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS SURVEYOR.

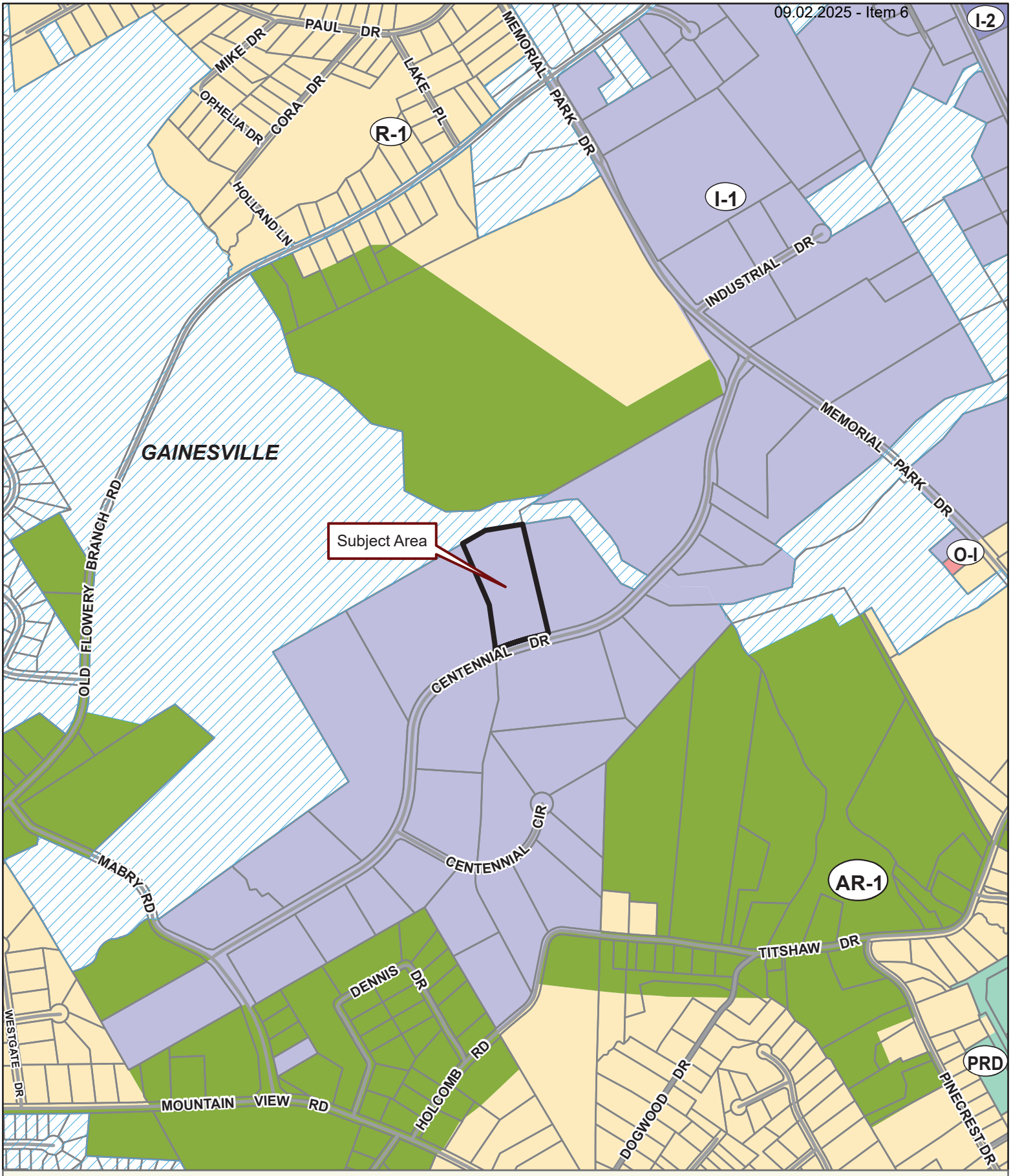
BOUNDARY SURVEY FOR
ELISA IDORO
2196 CENTENNIAL DRIVE, GAINESVILLE, GEORGIA 30504

LAND LOT 13 – 8TH DISTRICT, HALL COUNTY, GEORGIA

GEORGIA REGISTERED No. 3077 LANDSURVEYOR PATRICK F. CAREY
11-16-21
FOR KEYSTONE LAND SURVEYING, INC.

Date:	11-16-21
Scale:	1" = 40'
Client:	ELISA IDORO
Drawn By:	JTF
Sheet 1 of 1	

09.02.2025 - Item 6

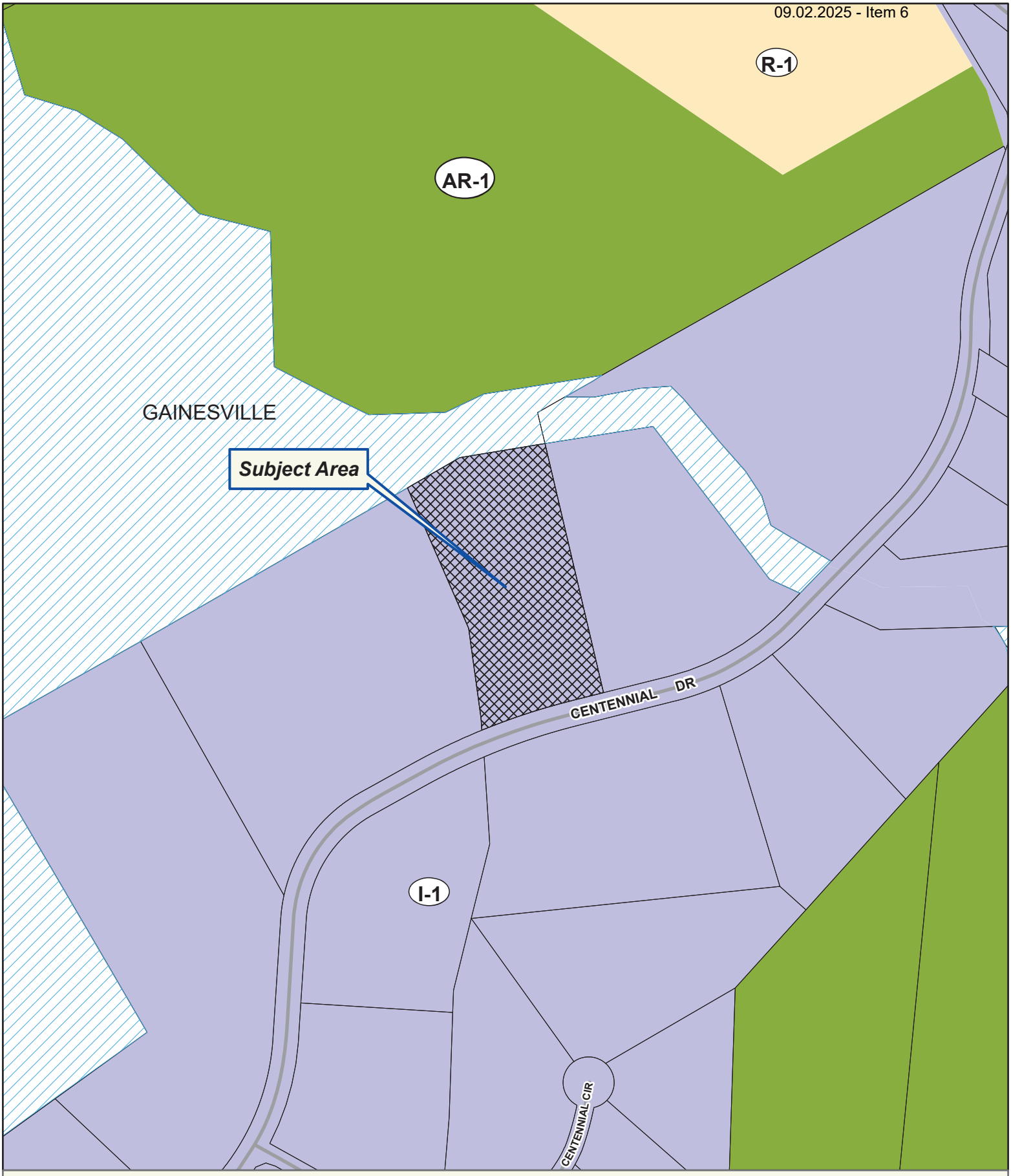


Applicant: VITAL FOODS, LLC (JUAN CARLOS LOMAS)
C/O GASKINS + LECRAW
Tax Parcel #: 08013 003033
Location: 2196 CENTENNIAL DRIVE, GAINESVILLE, GA 30504
Commission District 4 **PC Mtg. Date: 09/02/2025**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: VITAL FOODS, LLC (JUAN CARLOS LOMAS)
C/O GASKINS + LECRAW
Tax Parcel #: 08013 003033
Location: 2196 CENTENNIAL DRIVE, GAINESVILLE, GA 30504
Commission District 4 **PC Mtg. Date: 09/02/2025**

0 75 150 300
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: VITAL FOODS, LLC (JUAN CARLOS LOMAS)
C/O GASKINS + LECRAW
Tax Parcel #: 08013 003033
Location: 2196 CENTENNIAL DRIVE, GAINESVILLE, GA 30504
Commission District 4 **PC Mtg. Date: 09/02/2025**

0 75 150 300
Feet

Zoning Boundary
City Limits
Subject Area

N




COVERED BRIDGE
SOCCER CLUB


NO PARKING
NO PARKING


435-5136
435-5136
XPO


PENSKE
PENSKE
vestis


NO
PARKING
On Pavement
Right Of Way

The Law Office of Russell C. Petersen, LLC
303 Jesse Jewell Parkway SE, Suite 100
Gainesville, GA 30501
Mailing: P.O. Box 6499
Gainesville, GA 30504
savannah@rcplawfirm.com
(678) 862-0810
Fax (678) 862-0832

June 18, 2021

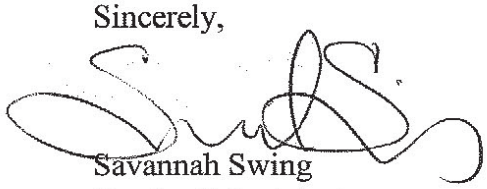
Vital Food LLC
2196 Centennial Drive
Gainesville, Ga 30504

Re: Purchase of property located at 2196 Centennial Drive, Gainesville, Ga 30504

Enclosed please find the original Limited Warranty Deed recorded in the real estate records. These documents should be placed with your other important documents.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Savannah Swing
Paralegal Assistant

/sas
Enclosure

210765G
Russell C Petersen, LLC
P.O. Box 6499
GAINESVILLE, GA 30504

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF HALL

THIS INDENTURE made **June 8th, 2021**, between **WORLD TRANSPORT COORDINATION SERVICES INC.**, of the County of Hall, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **VITAL FOOD LLC**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of TEN AND 00/100 ($10.00) Dollars 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, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, together with all improvements located thereon, to wit:

All that tract or parcel of land lying and being in Land Lot 13 of the 8th Land District, Hall County, Georgia, containing 4.169 acres, more or less, in Centennial Park, as shown in plat of survey for Gainesville and Hall County Development Authority, dated August 2, 1996, prepared by Henry Bailey, RS, recorded in Plat Slide 551, Page 97A, Hall County, Georgia Records. Said plat being incorporated herein by reference thereto.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

WORLD TRANSPORT COORDINATION SERVICES INC.

_____(Seal)

BY: MAXIMILIANO JAMBRINA, AS ATTORNEY IN FACT

Witness

_____(Seal)

Notary Public

6/10/21

BRENDAN JAMES MULLER
Notary Public, State of Texas
Comm. Expires 02-24-2024
Notary ID 128894632

Outlook

HCPC Tentative Agenda 9.2.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Fri 8/1/2025 11:10 AM
To Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 3985 Mount Vernon Rd, Terry: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. An existing system evaluation/site visit will be required for Environmental Health to process required paperwork for the building permit application. Please note that Zoning approval does not imply approval from other county departments.

Item 2, 1604/1608 Whiting Drive/1790 Browns Bridge Rd: Vargas: No comment. Public sewer.

Item 3, 7365 Bill Wilson Rd, Riddle: Must meet all residential permitting requirements. Original copy of Level 3 soil evaluation and copy of recorded plat will be required at time of septic permit application.

Item 4, 5303 Browns Bridge Rd, Sadegh: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5A/B, 2196 Centennial Drive: Food Service permit/plan review may be required after review of business plan.

Item 6A/B, 1119/1137 West Ridge, Elder: No comment. Public Sewer.

Item 7A/B, 6450 Ben Parks Road, Davis Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Any proposed lot utilizing onsite sewage management systems permitted by Environmental Health must have a minimum of 21,780 sf non-restricted lot size if served by public water or 43,560sf non-restricted area if served by individual wells. Community septic systems and/or community wells to be permitted by EPD. Please note that Zoning approval does not imply approval from other county departments. Further determination and review of proposed subdivision will be made during the plat review process and not during Zoning application/approval.

Item 8A/B: 2400 O'Kelley Road, Project Turbo: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system

installation/modification may be required after review of business plan. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 9A/B, 4527 JM Turk Road, Mulberry Springs Winery: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. Food Service permit/plan review may be required after review of business plan.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

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Outlook

RE: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Mon 7/28/2025 11:01 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Below you will find our comments.

Thanks,

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant Will Not Require GDOT Coordination**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant Will Require GDOT Coordination**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant Will Not Require GDOT Coordination**

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant Will Require GDOT Coordination**

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant Will Not Require GDOT Coordination**
(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor**

recreation | * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant** **Will Not Require GDOT Coordination**

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant** **Will Not Require GDOT Coordination**
(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant** **Will Not Require GDOT Coordination**

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**
Will Not Require GDOT Coordination
(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant** **Will Not Require GDOT Coordination**

8. **(A) 2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant** **Will Require Possible GDOT Coordination**
(B) 2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant** **Will Require Possible GDOT Coordination**

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant** **Will Not Require GDOT Coordination**
(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant** **Will Not Require GDOT Coordination**

Nakia Nembhard
Civil Engineer 3

District 1 Traffic Operations
1475 Jesse Jewell Pkwy Suite 100
Gainesville, GA, 30501

(678) 332-8200 Cell
(770) 533-8496 Office

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, July 24, 2025 11:26 AM
Subject: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Here is the Tentative Agenda and Maps for the ***TUESDAY,*** **September 2, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday August 1, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – August 18, 2025

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive |

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: August 1, 2025

Subject: September 2, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 2, 2025, meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer – Not available

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

a. Engineering: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. Traffic: No comment
c. **Utilities:** Gainesville sewer – Available onsite

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant**

    a. **Engineering**: No comment
    b. **Traffic:** No comment
    c. **Utilities:** Hall County sewer service area. No infrastructure in vicinity

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    b. **Traffic:** GDOT access permit required
    c. **Utilities:** Gainesville-Hall sewer area. No infrastructure in vicinity

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    Show FEMA and Hall County studied Flood plains that are present on site.
    Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
    b. **Traffic:** No comment
    c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant**

(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**

(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** Left and Right turn lanes may be required.
c. **Utilities:** Hall County Serwer service area. No infrastructure in vicinity

8. **(A) 2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant**

(B) 2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** TIS to be provided with DRI. Traffic comments to be made after review.
c. **Utilities:** Gainesville sewer service area. Sewer is available via pump station about 0.5 miles to the North.

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** May require left and right turn lanes or a right-hand passing lane.
c. **Utilities:** Oakwood sewer service area. No sewer infrastructure in the vicinity

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Fri 7/25/2025 10:02 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

TUESDAY, **September 2, 2025** Hall County Planning Commission Meeting.

1. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**
(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: VITAL FOODS, LLC (JUAN CARLOS LOMAS)
c/o GASKINS + LECRAW
REQUEST: SPECIAL USE FOR OUTDOOR RECREATION
WITH VARIANCES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: SEP 02, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: OCT 07, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
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We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than thirty (30) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than thirty (30) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than thirty (30) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN JULY 25, 2025 AND NO LATER THAN AUGUST 03, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN AUGUST 03, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, Dani Blumenthal (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 7/31/2025 (Date) **for** Vital Foods, LLC c/o Gaskins + Lecraw (Name application filed as).

Signature Dani Blumenthal

(The original document is required)

AGENDA ITEM

Planning & Zoning

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 606/2025

SUBJECT: **2196 Centennial Drive | Appeal a Planning Commission Decision |** for a Variance to Table 8.1.1 Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 | **Proposed Use: Outdoor recreation** | Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

Meetings:

Work Session Date: 10/06/25 **Voting Meeting Date:** 10/07/25

Executive Summary:

Presenter: BG

Recommendation:
Uphold the Planning Commission's decision of denial.

Purpose of Request:
2196 Centennial Drive | Appeal a Planning Commission Decision | for a Variance to Table 8.1.1 Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 | **Proposed Use: Outdoor recreation** | Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
KE	BG	JL	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Appeal Documents
Application
Narrative
Site Plan
Plat
Maps
Renderings
Street view images
Deed
Environmental Health Comment
GDOT Comment
Public Works Comment
Fire Comment
Notice Sign
Trip Generation Memo

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PLANNING AND ZONING
DIRECTOR
Beth Garmon

To: David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Beth Garmon, Director of Planning & Zoning

Date: September 29, 2025

Subject: **2196 Centennial Drive | Variance to Table 8.1.1 |** Required parking | on a 4.19± acre parcel| Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

The request before you is the appeal of Vital Foods, LLC, Juan Carlos Lomas, c/o Gaskins + LeCraw of the September 2, 2025, Planning Commission decision to deny the variance request to reduce the number of parking spaces required for outdoor recreation. This item is located within Commission District 4.

At their September 2, 2025 meeting, the Hall County Planning Commission **voted to deny the request (3-1, Davidson opposed and Hunt absent).**

Staff recommendation: **Denial,** as no hardship exists pursuant to the criteria of 11.1.1.D.11 which required the number of parking spaces for this application to be 58 spaces.

There were **no comments submitted** in advance of the Planning Commission meeting, and **no one spoke in opposition during the public hearing.**

Had the Planning Commission not been appealed, their decision would have been the final action.

- **Approving** the appeal **overturns** the Planning Commission decision and **approves** the reduction in the number of parking spaces required.
- **Denying** the appeal **upholds** the Planning Commission decision and **denies** the reduction in the number of parking spaces required.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw

Request ..... (B) **Variance** | to table 8.1.1 for required parking

Proposed Use ..... Outdoor recreation

Size ..... 4.19± acres

Zoning ..... Light Industrial (I-1)

Location ..... **2196 Centennial Drive |** Tax Parcel 08013 003033

Commission District ..... Four

Planning Commission Date ..... September 2, 2025

Staff Recommendation ..... **(B) Denial,** as no hardship exists pursuant to the criteria of 11.1.1.D.11

Record Number(s) HVAR25-0036

Planning Commission Recommendation..... Denial

Vote: 3-1 (Davidson opposed, Hunt absent)

Excerpts of the minutes of the September 2, 2025 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Dani Blumenthal, 1266 Powder Springs Road, presented the request. The applicant has submitted two concurrent requests as part of the application: (A) special use for outdoor recreation within the Light Industrial (I-1) zoning district; and (B) a variance to Table 8.1.1 of the UDC for required parking. The property is zoned Light Industrial (I-1), and measures approximately 4.19± acres and is currently undeveloped and forested. The subject property was approved for a conditional use on August 24, 2023

for a food processing plant involving the further processing of animal or animal products (HZCU23-0026) with 5 conditions; however, that approval expired on August 25, 2024 as no action was taken to implement the proposed use on the subject property within 12 months of the approval.

Juan Carlos Lomas-Vital, 3587 Southers Road, presented the request.

Leonardo Maeebo Saude, 3530 Univeter Road, Canton, presented the request.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Chairman Braswell asked about the proposed days and hours of operation. Ms. Blumenthal responded that the facility would operate seven days a week, with hours from 8:00 a.m. to 8:00 p.m., primarily during evenings and weekends when the surrounding industrial businesses are not operating. Chairman Braswell then asked whether the applicants were operating any other facilities, to which Ms. Blumenthal replied no. He followed up by asking how many vehicles would be present at one time. Mr. Lomas-Vital explained that the games are staggered over several hours, with typically one car per player, estimating a maximum of 20 cars at any given time.

Chairman Braswell asked if Mr. Lomas had visited the site in the industrial park during business hours. Mr. Lomas confirmed that he had and noted that they are familiar with many of the business owners in the area. Commissioner Castleberry asked about the level of industrial traffic. Mr. Lomas responded that while there is heavy traffic at the front of the industrial park, the area where the field is located does not experience much industrial traffic.

Chairman Braswell expressed concerns about the safety of children, particularly regarding the parking configuration. He noted that parking is often an issue at sporting events and mentioned that although signs in the park prohibit parking along the road, existing businesses do not always follow this rule. In response, Ms. Blumenthal offered to install a fence at the street as a barrier. She also mentioned the availability of shared parking and emphasized that only one soccer field is proposed, which would generate less traffic than a typical sports complex.

Commissioner Sosebee echoed Chairman Braswell's concerns. Mr. Lomas added that most of the activity would take place on weekends when traffic in the area is lighter. Commissioner Castleberry asked whether practices would occur on weekdays and games only on weekends. Ms. Blumenthal confirmed this and added that nets and fencing could be installed behind the field to serve as an additional safety barrier.

Chairman Braswell reiterated his concern for safety. Commissioner Castleberry echoed those concerns and stated that while the idea is a good one, the location is not appropriate. Mr. Saude then spoke to explain the current operation of his soccer club, which trains in Gainesville. He stated that weekday practices begin at 6:00 p.m. and end at 9:00 p.m., while weekend games start at 9:00 a.m. and are intended for local players, not large-scale events.

A
***Motion:* A motion to deny was made by André Castleberry and seconded by Frank Sosebee. Vote: 3-1 (Hunt absent, Davidson opposed)**

B
***Motion:* A motion to deny was made by André Castleberry and seconded by Frank Sosebee. Vote: 3-1 (Hunt absent, Davidson opposed)**

(A) Staff recommends APPROVAL of the applicant's request with the following conditions:

1. The property shall be developed in accordance with the site plan dated June 18, 2025, and as described in the project narrative dated July 3, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal, and Hall County Engineering.

3. All conditions of zoning shall be made part of any plats created for the property.

(B) Staff recommends DENIAL of the applicant's request.

The following should be considered as exceptions to the Official Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:

Section 8.1.2.A – Off-Street Parking Requirements - Off-street parking spaces must be provided with vehicular access to a street or alley and must be equal in number to the minimum requirements as specified in Table 8.1.1.

- **Per Table 8.1.1** for outdoor recreation requires 1 space per 300 square feet plus 1 space per 1,000 square feet of outdoor area. Total required for this application is 58 spaces.
    - The applicant is proposing 44 parking spaces. **This does not meet the standard.**

Summary Analysis

The applicant has submitted two concurrent requests as part of the application: (A) special use for outdoor recreation within the Light Industrial (I-1) zoning district; and (B) a variance to table 8.1.1 of the UDC for required parking. The property is zoned Light Industrial (I-1), and measures approximately 4.19± acres and is currently undeveloped and forested.

The subject property was approved for a conditional use on August 24, 2023 for a food processing plant involving the further processing of animal or animal products (HZCU23-0026) with 5 conditions; however, that approval expired on August 25, 2024 as no action was taken to implement the proposed use on the subject property within 12 months of the approval.

The surrounding properties are zoned and developed as follows:

North: City of Gainesville: Flat Creek Water Reclamation Facility, &
Hall County Agricultural Residential (AR-1): Memorial Park Funeral Home and Cemetery
East: Light Industrial (I-1): Developed with manufacturing/warehouse storage facility for Vital Foods
South: Light Industrial (I-1): Developed with truck/trailer rental and leasing facility
West: Light Industrial (I-1): Developed with nursery/florist wholesaler and warehouse storage facility

Per the submitted narrative and site plan, the applicant is requesting a special use for outdoor recreation and a variance to reduce the required parking. The proposed development includes two soccer fields, a sand field, a playground, and a restroom facility as well as a total of 44 parking spaces. According to the narrative, the applicant also plans to operate a small on-site concessions business offering pre-packaged items such as chips, light snacks, and beverages, with the potential for future expansion to include preparing food items on-site. The proposed recreation fields will operate Monday through Sunday, from 8:00 a.m. to 8:00 p.m.

No utility letters were provided confirming availability; however, Hall County GIS maps show that there appears to be both public water and sewer in the area.

Based on the future land use plan, staff finds the requested zoning designation *is consistent* with the Hall County Comprehensive Plan future land use designation of "Employment Nodes and Corridors." Employment nodes and corridors should consist of industrial and/or office uses housed in either formalized campuses or along major road corridors that have existing or future access to water and sewer. These areas may also include higher density residential uses, where appropriate. Site designs should use the quality development principals to the fullest extent possible. In some areas of the county, this future land use allows limited residential intended to house employees of nearby industries.

(A) Zoning Analysis - Special Use

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposal is suitable in view of the use and development of adjacent and nearby properties.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed use does not appear to adversely affect the existing use or usability of adjacent properties.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the Hall County Comprehensive Plan future land use designation of "Employment Nodes and Corridors."**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently undeveloped and forested.**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **There are no known changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **No, this would not create an isolated district unrelated to the surrounding districts as the I-1 zoning district is already established.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The existing zoning of the subject site supports the proposed use; however, the proposed use in the Gateway Corridor Overlay District requires approval by the Board of Commissioners.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request for a special use in the Gateway Corridor Overlay District could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

(B) <u>Zoning Analysis</u> – Variance to table 8.1.1

The Planning Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the particular lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **No, there are no extraordinary or exceptional conditions pertaining to the physical character of the lot to prevent the project design from meeting development standards.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **No evidence has been provided that an unusual hardship exists to prevent the development from complying with parking requirements.**

3. Such conditions are peculiar to the property involved and are not common to other properties in the neighborhood; **There are no conditions peculiar to the property involved that are not common to other properties in the neighborhood.**

4. Such conditions are not the result of any actions of the property owner; **The reduction of required parking spaces is a direct action of the property owner.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission. **Relief, if granted, will not impair the purposes and intent of the Unified Development Code of Hall County.**

11.2.6.E - Submission requirements

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

    c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints

Hall County Environmental Health
In an email dated August 1, 2025, Emily McGahee stated, "Food Service permit/plan review may be required after review of business plan."

Georgia Department of Transportation
In an email dated July 28, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is not required.

Hall County Public Works and Utilities
In a memo dated August 1, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show FEMA and Hall County studied Flood plains that are present on site.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

Traffic:
No comment

Utilities
Gainesville sewer service area. Infrastructure is onsite

Hall County Fire Marshal
In an email dated July 25, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "The Hall County Fire Marshal's Office has no comments as proposed."

RECEIVED
SEP 29 2025
Planning & Zoning Department

Application for Appeal

Per §11.2.7 the public shall have the right to appeal a decision made by the Director of Planning and Zoning or the Planning Commission before the Board of Commissioners.

In order to file an appeal, the appellant must submit a written notice of appeal within thirty working days of written decision to the Planning & Zoning Department. The appellant must submit justification and reasons for the appeal along with a $200 appeal fee (cash or check).

Please fill out the following information:

Name	Vital Foods, LLC. (Juan Carlos Lomas-Vital) c/o Gaskins + LeCraw
Address	1266 Powder Springs Road, Marietta, Georgia 30066
Phone Number	678.546.8100
Email	dblumenthal@gaskinslecraw.com

Name of original application, case number, and date of meeting for which appeal is requested.

Case 6(B), Variance from Table 8.1.1 Date 09/02/2025

Type of application for which appeal is requested:

X Variance __ Sign Variance __ Conditional Use

__ Special Use __ Rezoning __ Decision of an administrative official

Justification and reason(s) for filing this appeal (attach additional sheets if necessary):

Please see attached letter.

Signature: _____ Date: 09/23/25.

GASKINS + LECRAW

September 29, 2025

Board of Commissioners
Hall County
2875 Browns Bridge Road
Gainesville, GA 30504

LETTER OF INTENT: Appeal Request – Parking Variance re: 2196 Centennial Drive

Honorable Board of Commissioners.

The applicant, Vital Foods, LLC. (Juan Carlos Lomas-Vital), respectfully appeals the denial of its variance request from Table 8.1.1 – Required Parking to reduce the required on-site parking from 58 spaces to 44 spaces at 2196 Centennial Drive, Gainesville, GA (the "Subject Property").

The property is owned by Vital Foods, LLC. who manages companies that own nearby properties including 2251 Centennial Drive, 909 Atlanta Highway, and 448 W Highland Terrace Drive. To help address parking demand, Vital Foods, LLC along with Covered Bridge Soccer will provide a shuttle bus to safely transport players and families from the other parking areas to the Subject Property.

The future user, Covered Bridge Soccer, will stagger game schedules so that one group finishes well before another begins, avoiding excessive vehicle overlap. Additionally, a tall net will be installed between the soccer field and the parking lot to keep balls within the field area and away from the road, further ensuring safety.

Of the 4.19-acre Subject Property, approximately 1.83 acres are unusable due to the presence of a stream, required buffer, and steep slopes. Even more of the site, toward the rear, is inaccessible for development. These conditions significantly limit the ability to provide the full amount of required parking. To make up for the lost capacity, shared parking, supported by shuttle service and staggered scheduling, is the most practical solution.

Covered Bridge Soccer's primary goal is to provide a safe, family-oriented program for players and their families. With shared parking, shuttle service, and intentional scheduling, the proposed plan fulfills the intent of the County's parking requirements while addressing the unique hardships of the Subject Property.

In addition to this letter, please see the attached Hardship Exhibit, Location Map outlining the Subject Property and other properties where additional parking may be provided as well as all required documentation for this appeal. Thank you for your time and consideration.

Best,
Dani Blumenthal

NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF CONSTITUTIONAL RIGHTS

The portions of Hall County Code of Ordinances, facially and as applied to the Subject Property, which restrict or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitutional of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the Hall County Code of Ordinances to the Subject Property which restricts its use to any classification other than proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitutional of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment of the Constitution of the United Staes denying the Applicant and economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

A refusal by the Hall County Board of Commissioners to amend the land use and/or rezone the Subject Property to the classification as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant to the extent such different conditions would have the effect of

further restricting Applicant's utilization of the property, would also constitute and arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would like wise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

A refusal to allow the land use amendment and/or rezoning in question would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the land use amendment and/or rezoning in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is in compliance with the Zoning Procedures Law, O.C.G.A Section 36-66/1 seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

The existing land use designation and/or zoning classification on the Subject Property is unconstitutional as it applies to the Subject Property. This notice is being given to comply with the provisions of O.C.G.A Section 36-11-1 to afford the City an opportunity to revise the Property to a constitutional classification. If action is not taken by the County to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the County on notice that it may elect to file a claim in the Superior Court of Hall County demanding just and adequate compensation under Georgia law for the taking of the Subject Property, diminution of value of the Subject Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

For the foregoing reasons, the Applicant respectfully requests that the Variance Appeal at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of Hall County so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 29th day of September 2025.

Respectfully submitted,

Dani Blumenthal

Shared Parking Exhibit

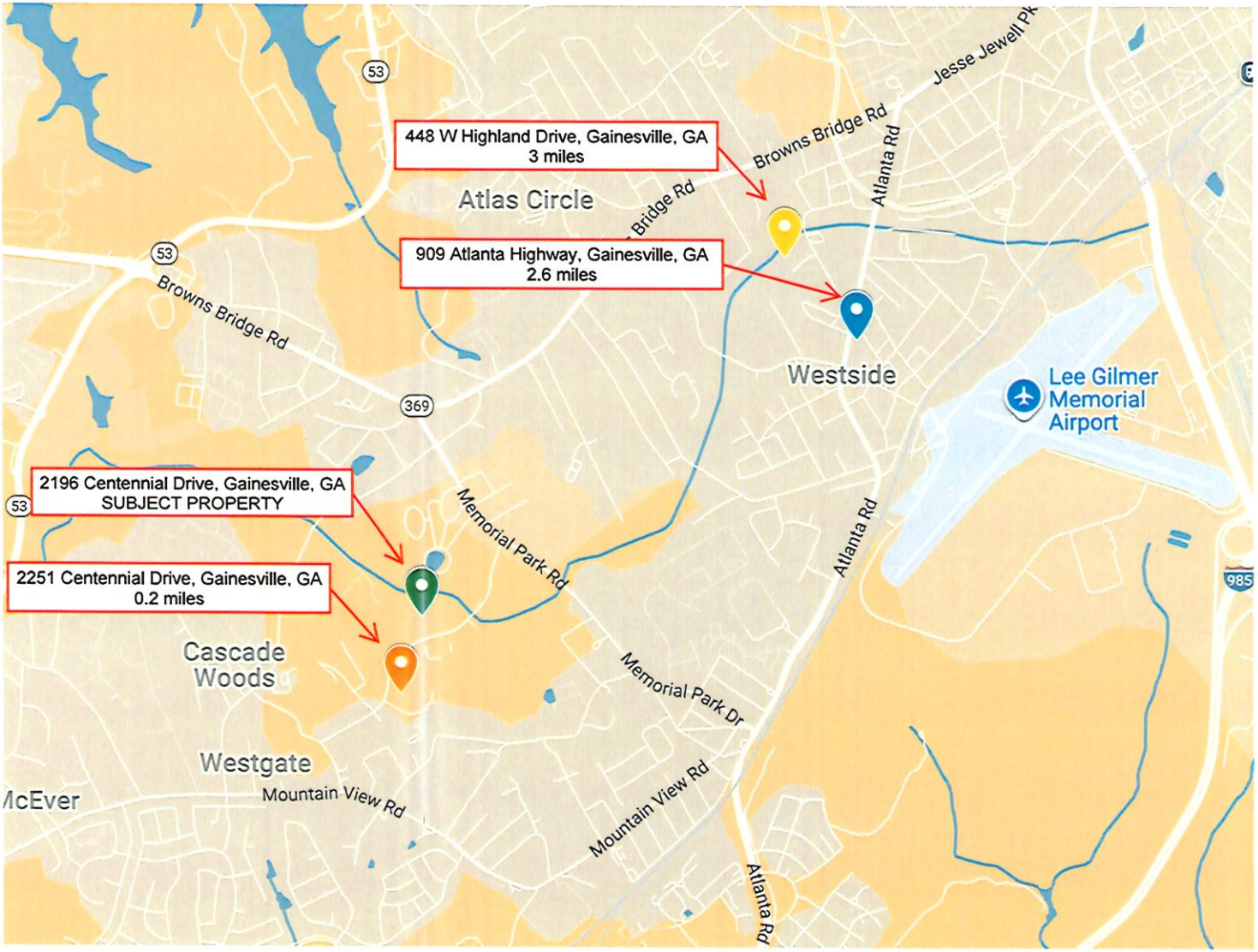
Untitled layer

2196 Centennial Dr

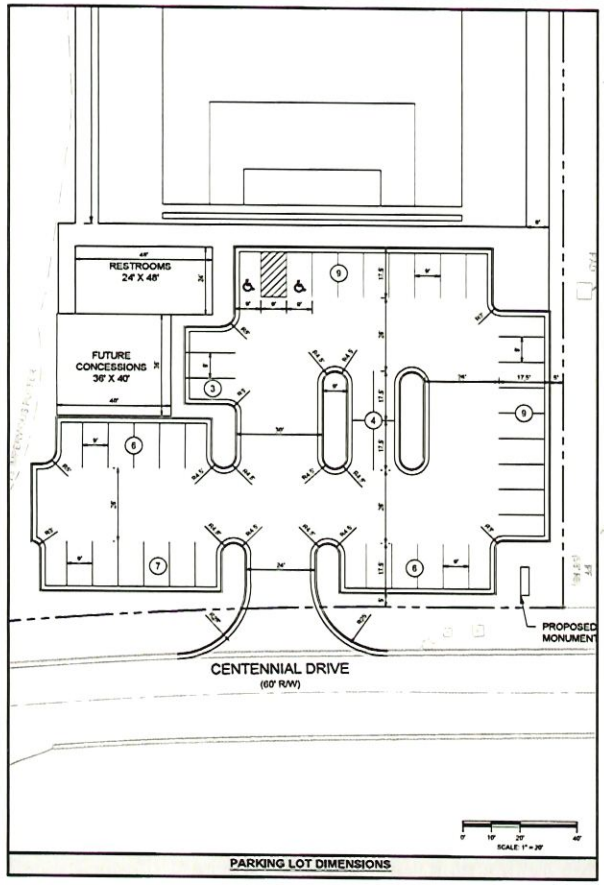
909 Atlanta Hwy

2251 Centennial Dr

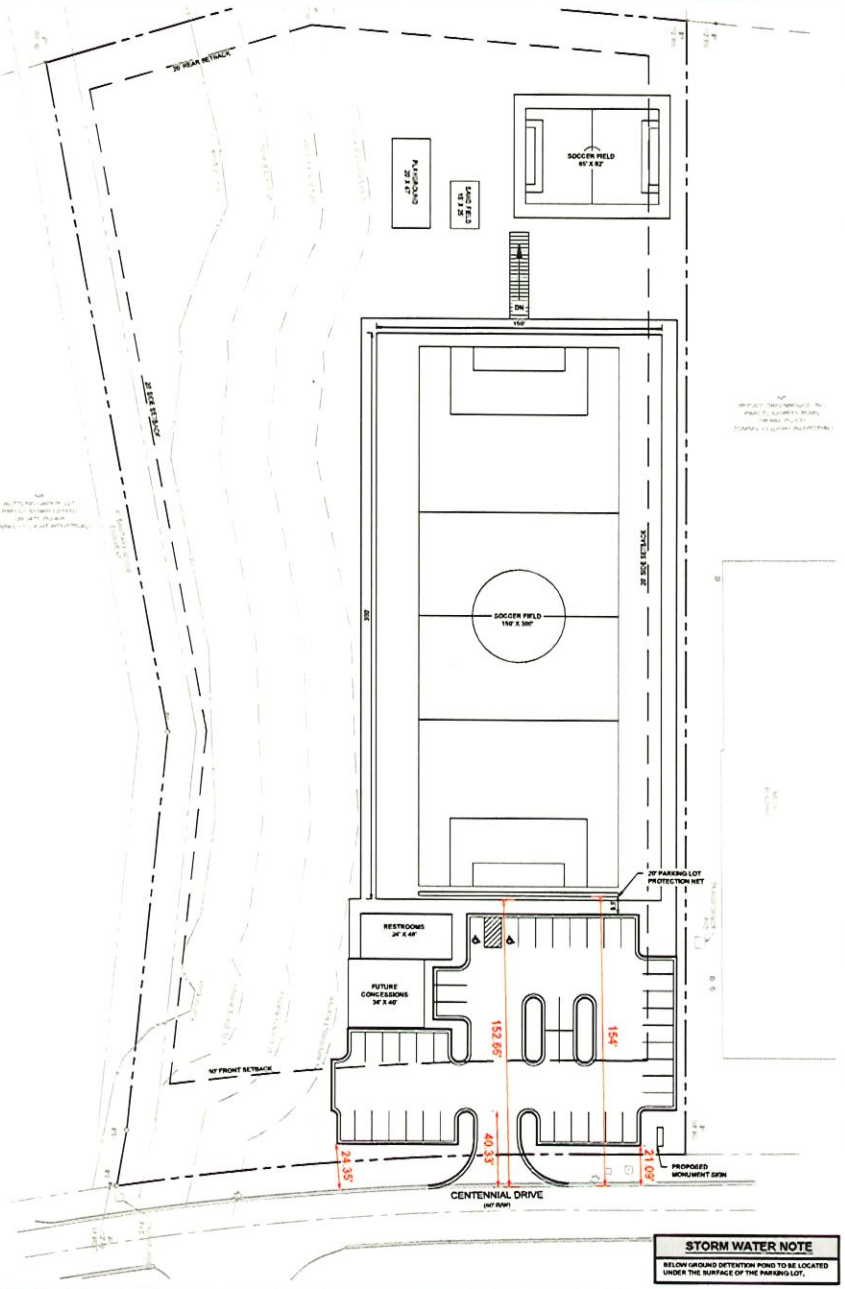
448 W Highland Dr




Belmont Baptist Church
E350



PARKING LOT DIMENSIONS





LOCATION MAP

SITE SUMMARY

SITE AREA		
	SITE AREA:	4.19 ACRES (182,516 S.F.)
	IMPERVIOUS AREA:	29,630 S.F. (16%)
	PERVIOUS AREA:	152,886 S.F. (84%)
ZONING CLASSIFICATION		
	JURISDICTION:	HALL COUNTY
	ZONING:	I-1 (LIGHT INDUSTRIAL)
	ADJACENT ZONING:	I-1 (LIGHT INDUSTRIAL)
BUILDING SETBACKS		
	FRONT:	50'
	SIDE:	20'
	REAR:	30'
BUILDING SUMMARY		
	BUILDING AREA:	2,540 S.F.
	BUILDING COVERAGE:	1.4%
PARKING SUMMARY		
	PARKING REQ.: (MIN)	1 SPACE/1000 S.F. OUTDOOR SPACE + 1 SPACE/300 S.F. INDOOR SPACE
		58 SPACES
	(MAX)	125% OF MIN
		73 SPACES
	PARKING PROV.:	44 SPACES
	STANDARD STALL DIMENSIONS:	9' x 17.5'
	MIN. DRIVE WIDTH:	24'

CONCEPT PLAN DISCLAIMER

1. THIS CONCEPT REPRESENTED HEREIN IDENTIFIES A SCHEMATIC DESIGN RESULTING FROM LAYOUT PREFERENCES IDENTIFIED BY THE CLIENT COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REQUIREMENTS. THE FEASIBILITY OF THIS PLAN WITH RESPECT TO OBTAINING CITY, COUNTY, STATE AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION OF THE SITE AND VERIFICATION OF THE ZONING ORDINANCES AND DEVELOPMENT REGULATIONS ALONG WITH PROCUREMENT OF APPROPRIATE JURISDICTIONAL APPROVALS.
2. THIS CONCEPT PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A ZONING AND/OR CONSTRUCTION DOCUMENT. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON AVAILABLE INFORMATION THAT WAS SUPPLIED AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON THE AVAILABILITY OF ADDITIONAL INFORMATION.

GENERAL SITE NOTES

1) ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS SPECIFIED OTHERWISE.

2) ALL TREES SHALL HAVE PROPER PROTECTION DURING CONSTRUCTION UNLESS APPROVED PLANS INDICATE OTHERWISE.

3) BOUNDARY & TOPOGRAPHIC SURVEY BY KEYSTONE LAND SURVEYING, INC., DATED NOVEMBER 16, 2021, LAST REVISED OCTOBER 3, 2022, BENCHMARK IS NOTED ON SURVEY.

4) FLOOD PLAIN IS PRESENT ON THIS SITE AS SHOWN ON THE FEMA FIRM MAP NUMBER 13139C0189G, DATED APRIL 4, 2018.

5) 2 HANDICAP SPACE IS REQUIRED TO BE VAN ACCESSIBLE WITH A MINIMUM 96" WIDE ACCESS AREA.

6) ACCESSIBLE PARKING AREAS, INCLUDING AISLES, SHALL SLOPE NO MORE THAN 2% IN ANY DIRECTION.

7) THE OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING, STORM DRAINAGE, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.

8) REFERENCE ARCH PLANS FOR DIRECTIONAL SIGNAGE, SITE SIGNAGE, BUILDING DIMENSIONS, ETC.

9) ALL NEW PAVEMENT SHALL MEET OR EXCEED GEOTECHNICAL SPECIFICATION. SEE REPORT PREPARED BY — DATED —.

STORM WATER NOTE

BELOW GROUND DETENTION POND TO BE LOCATED UNDER THE SURFACE OF THE PARKING LOT.

PREPARED IN THE OFFICE OF
GASKINS + LECRAW
© 2025 GASKINS + LECRAW, INC.
3475 CORPORATE WAY
SUITE A
DULUTH, GA 30096
PHONE - 678.546.8100
FAX - 770.441.0298
www.gaskinslecraw.com
PEF005127

REVISIONS:

1	09/09/2025	CLIENT REVIEW
2	09/24/2025	CLIENT REVIEW
3	10/08/2025	CLIENT REVIEW
4	10/14/2025	CLIENT REVIEW

CLIENT
BDJ CONSULTING
138 OZARK TRAIL CANTON, GA 30114

PROJECT
SOCCER CLUB
2184 CENTENNIAL DRIVE
PARCEL NUMBER: 09013 000033
GAINESVILLE, HALL COUNTY, GA

SEAL:

PRELIMINARY

9/09/2025

CALL BEFORE YOU DIG

811
Know what's below. Call before you dig.

SCALE & NORTH ARROW:

NORTH ARROW
0' 15' 30' 60'
SCALE: 1" = 30'

DESIGN INFO:

DRAWN BY:	CWH
DESIGNED BY:	—
REVIEWED BY:	TKS
JOB #:	01580091
DATE:	JUNE 18, 2025

CONCEPT SITE PLAN

CS-1.0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Gaskins + LeCraw Inc. shall be without liability to Gaskins + LeCraw Inc. Copyright Gaskins + LeCraw Inc., 2025

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

VARIANCE APPLICATION

Applicant (Name and Mailing Address)

Vital Foods, LLC (Juan Carlos Lomas) c/o
Gaskins + LeCraw
1266 Powder Springs Road, Marietta, GA 30064
Phone 678.546.8100
Email Address dblumenthal@gaskinslecraw.com

Property Owner (Name and Mailing Address)

Vital Foods, LLC (Juan Carlos Lomas)
P.O. BOX 1746, Gainesville, GA 30503
Phone 770.780.4622
Email Address juancarlos.lomas@vitalfoods.us

Location of Property 2196 Centennial Drive
Present Zoning I-1 Existing Structures N/A

Type of Appeal:

____ Setback Variance	___ Front Yard	From ___ ft. to ___ ft.
____ Road Frontage Variance	___ Right Side Yard	From ___ ft. to ___ ft.
____ Sign Variance	___ Left Side Yard	From ___ ft. to ___ ft.
____ Hardship Mobile Home	___ Rear Yard	From ___ ft. to ___ ft.
____ GCOD Variance	___ Road Frontage	From ___ ft. to ___ ft.
X Other: Parking Variance	___ Sign Area	From ___ ft. to ___ ft.
	___ Sign Height	From ___ ft. to ___ ft.
	___ Doctor's Letter	___ Terms Agreement

Supporting Documents: ___ Plat of Property ___ Site Plan
___ Deed of Property ___ Floor Plans
___ Hardship Statement ___ Other

Fee (Must be paid for application to be complete): $ _____

Hardship Mobile Home:

I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.

_____
(Signature)

I hereby certify that the above information is true & correct to the best of my knowledge.

Print Juan Carlos Lomas Date _____

Sign _____ SIGN HERE Date 6/20/25

I hereby withdraw this application. Date _____

Sign _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902

HALL COUNTY
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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Vital Foods, LLC (Juan Carlos Lomas)

Address P.O. BOX 1746, Gainesville, GA 30503

Phone Number 770.780.4622

Name of applicant(s) Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw

Address P.O. BOX 1746, Gainesville, GA 30503

1266 Powder Springs Road, Marietta, GA 30064 (Representative)

Phone Number 770.780.4622, 678.546.8100 (Representative)

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) SIGN HERE

Personally appeared before me WITNESS

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

WITNESS

Notary Public

06/19/2025
Date

SHAIRYNIRYTH ROLLA PORSALLU VIDES
NOTARY PUBLIC
MY COMMISSION EXPIRES
02/21/2028
HALL COUNTY, GEORGIA

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Amended Annual Registration

Electronically Filed
Secretary of State
Filing Date: 4/17/2025 11:46:29 AM

BUSINESS INFORMATION

BUSINESS NAME	: Vital Foods, LLC
CONTROL NUMBER	: 15025409
BUSINESS TYPE	: Domestic Limited Liability Company
FILING TYPE	: Amended Annual Registration

CURRENT INFORMATION ON FILE FOR PRINCIPAL ADDRESS AND REGISTERED AGENT

PRINCIPAL OFFICE ADDRESS	: 909 Atlanta Hwy, Gainesville, GA, 30501, USA
REGISTERED AGENT NAME	: JUAN CARLOS LOMAS-VIITAL
REGISTERED OFFICE ADDRESS	: 3587 southers rd, Gainesville, GA, 30506, USA
REGISTERED OFFICE COUNTY	: Hall

CHANGES TO THE ABOVE CURRENT INFORMATION ARE INDICATED BELOW

PRINCIPAL OFFICE ADDRESS	: 909 Atlanta Hwy, Gainesville, GA, 30501, USA
REGISTERED AGENT NAME	: JUAN CARLOS LOMAS-VIITAL
REGISTERED OFFICE ADDRESS	: 3587 southers rd, Gainesville, GA, 30506, USA
REGISTERED OFFICE COUNTY	: Hall

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	: Shairyniryth Porsallu
AUTHORIZER TITLE	: Authorized Person

PLANNING AND ZONING DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902

HALL COUNTY
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**____ I have not X

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ SIGN HERE **Date:** 6/20/25

Applicant's/Owner's Name (Printed): Juan Carlos Lomas

GASKINS + LECRAW

July 03, 2025

Board of Commissioners
Hall County
2875 Browns Bridge Road
Gainesville, GA 30504

LETTER OF INTENT: Special Land Use Application for 2196 Centennial Drive

Honorable Board of Commissioners.

On behalf of our client, Vital Foods, LLC. (the "Applicant"), please accept this Letter of Intent for a Special Use Permit (SUP) for 2196 Centennial Drive, being Tax Map #08013 003033 (the "Subject Property") to allow for the use of a soccer academy, which will operate seven days a week (Monday – Sunday) from 8am to 8pm. The primary mission of this proposed facility is to provide young people with a positive and structured environment through soccer.

The Subject Property is zoned Light Industrial (I-1) and is currently vacant. The proposed use is appropriate in view of the use and development of nearby property.

The Applicant also plans to operate a small concessions business on-site, selling prepackaged items such as chips, light snacks, and beverages, with the possibility of expanding to preparing food items on-site in the future.

There will be a dedicated staff member responsible for the care and upkeep of the field to ensure it remains in excellent condition, and coaches will be on site for soccer camps. The proposed sign would be a monument sign at the entrance to the site. There will be adequate lighting for the soccer field, parking lot, and restroom building.

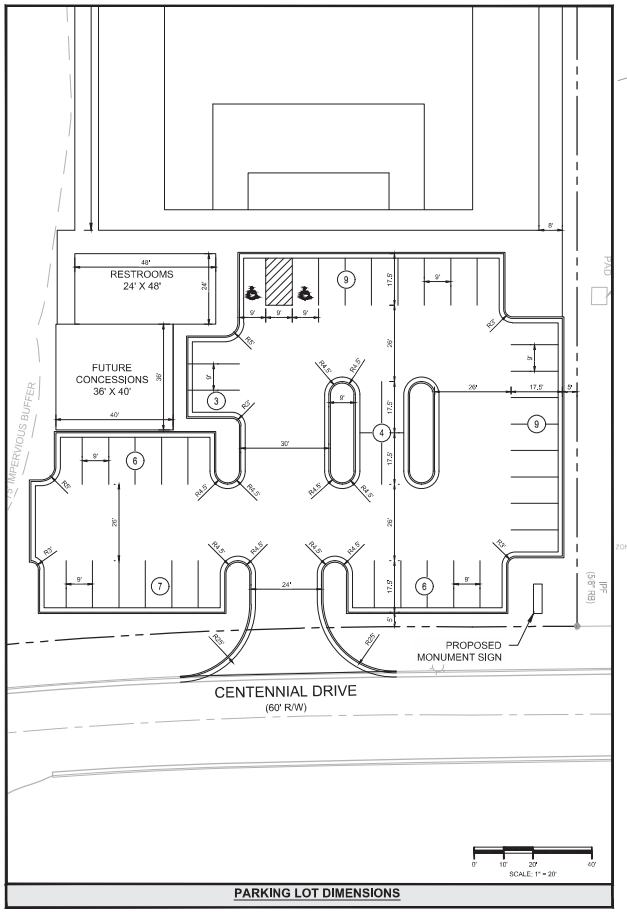
The Applicant is also requesting a concurrent variance from UDC Section 8.1.2, Table 8.1.1, to reduce the required parking from 58 parking spaces to 44 parking spaces. The Subject Property is constrained by existing topography, stream buffers and 100-year flood plain.

All required documentation is included in this application. We appreciate your consideration of this request.

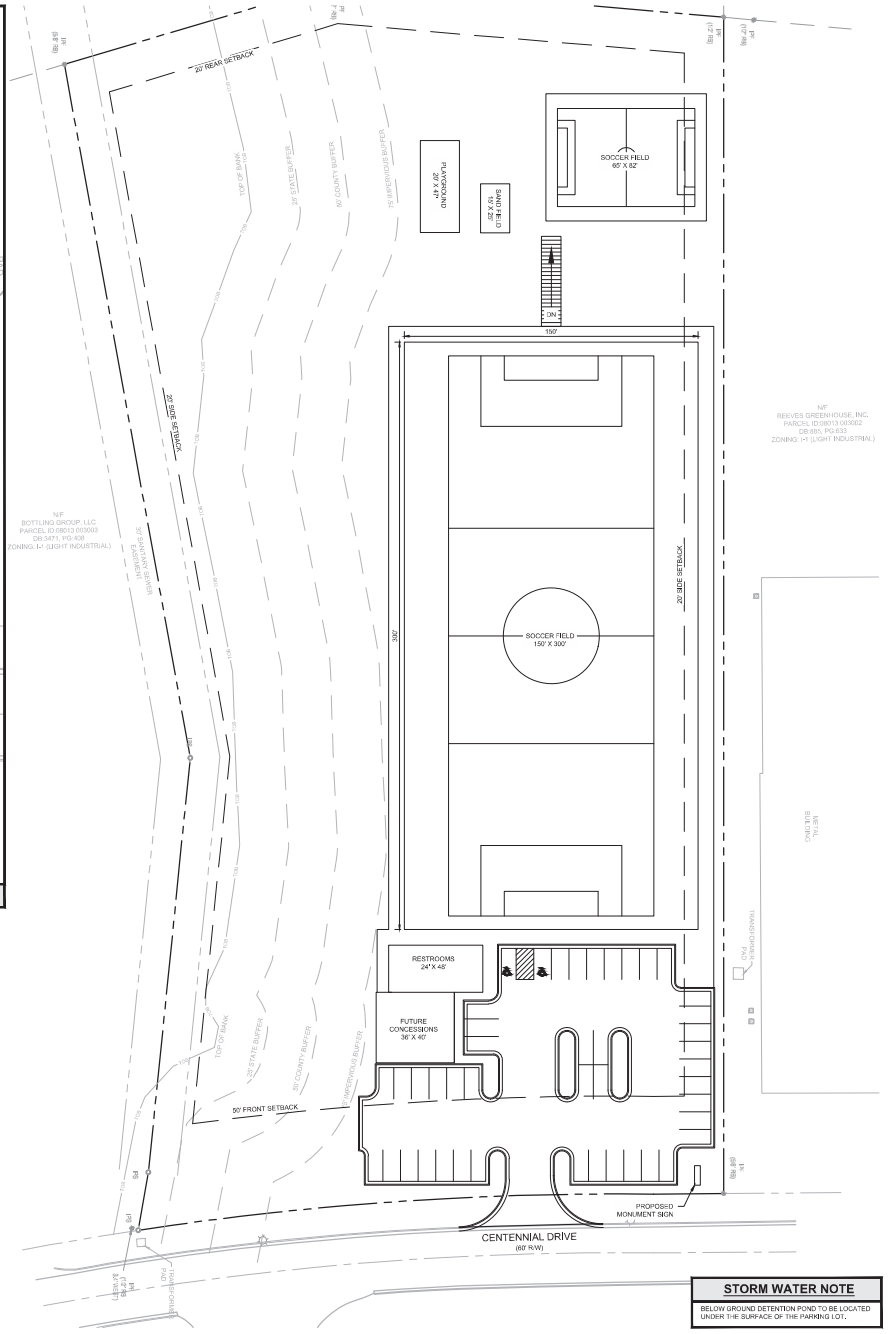
Sincerely,
Dani Blumenthal

Dani Blumenthal
Entitlements

dblumenthal@gaskinslecraw.com



PARKING LOT DIMENSIONS





LOCATION MAP

SITE SUMMARY

SITE AREA		
	SITE AREA:	4.19 ACRES (182,516 S.F.)
	IMPERVIOUS AREA:	29,630 S.F. (16%)
	PERVIOUS AREA:	152,886 S.F. (84%)
ZONING CLASSIFICATION		
	JURISDICTION:	HALL COUNTY
	ZONING:	I-1 (LIGHT INDUSTRIAL)
	ADJACENT ZONING:	I-1 (LIGHT INDUSTRIAL)
BUILDING SETBACKS		
	FRONT:	50'
	SIDE:	20'
	REAR:	20'
BUILDING SUMMARY		
	BUILDING AREA:	2,592 S.F.
	BUILDING COVERAGE:	1.4%
PARKING SUMMARY		
	PARKING REQ.: (MIN)	1 SPACE/1000 S.F. OUTDOOR SPACE + 1 SPACE/300 S.F. INDOOR SPACE
		55 SPACES
	(MAX)	125% OF MIN
		73 SPACES
	PARKING PROV.:	44 SPACES
	STANDARD STALL DIMENSIONS:	9' x 17.5'
	MIN. DRIVE WIDTH:	26'

CONCEPT PLAN DISCLAIMER

1. THE CONCEPT REPRESENTED HEREIN IDENTIFIES A SCHEMATIC DESIGN RESULTING FROM LAYOUT PREFERENCES IDENTIFIED BY THE CLIENT COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REQUIREMENTS. THE FEASIBILITY OF THIS PLAN WITH RESPECT TO OBTAINING CITY, COUNTY, STATE AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION OF THE SITE AND VERIFICATION OF THE ZONING ORDINANCES AND DEVELOPMENT REGULATIONS ALONG WITH PROCUREMENT OF APPROPRIATE JURISDICTIONAL APPROVALS.
2. THIS CONCEPT PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A ZONING AND/OR CONSTRUCTION DOCUMENT. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON AVAILABLE INFORMATION THAT WAS SUPPLIED AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON THE AVAILABILITY OF ADDITIONAL INFORMATION.

GENERAL SITE NOTES

1) ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS SPECIFIED OTHERWISE.

2) ALL TREES SHALL HAVE PROPER PROTECTION DURING CONSTRUCTION UNLESS APPROVED PLANS INDICATE OTHERWISE.

3) BOUNDARY & TOPOGRAPHIC SURVEY BY KEYSTONE LAND SURVEYING, INC., DATED NOVEMBER 16, 2021, LAST REVISED OCTOBER 3, 2022. BENCHMARK IS NOTED ON SURVEY.

4) FLOOD PLAIN IS PRESENT ON THIS SITE AS SHOWN ON THE FEMA FIRM MAP NUMBER 13139C0188G, DATED APRIL 4, 2018.

5) 2 HANDICAP SPACE IS REQUIRED TO BE VAN ACCESSIBLE WITH A MINIMUM 96" WIDE ACCESS AREA.

6) ACCESSIBLE PARKING AREAS, INCLUDING AISLES, SHALL SLOPE NO MORE THAN 2% IN ANY DIRECTION.

7) THE OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING, STORM DRAINAGE, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.

8) REFERENCE ARCH PLANS FOR DIRECTIONAL SIGNAGE, SITE SIGNAGE, BUILDING DIMENSIONS, ETC.

9) ALL NEW PAVEMENT SHALL MEET OR EXCEED GEOTECHNICAL SPECIFICATION. SEE REPORT PREPARED BY — DATED —.

STORM WATER NOTE

BELOW GROUND DETENTION POND TO BE LOCATED UNDER THE SURFACE OF THE PARKING LOT.

PREPARED IN THE OFFICE OF
GASKINS + LECRAW
© 2025 GASKINS + LECRAW, INC.
3475 CORPORATE WAY
SUITE A
DULUTH, GA 30096
PHONE +678.546.8100
FAX +770.441.0298
www.gaskinslecraw.com
PEF008127

REVISIONS:

NO.	DESCRIPTION	BY	DATE
1		-	-

CLIENT
BDJ CONSULTING
108 OZARK TRAIL, CANTON, GA 30114

PROJECT
SOCCER CLUB
2196 CENTENNIAL DRIVE
PARCEL NUMBER: 08013 003033
GAINESVILLE, HALL COUNTY, GA

SEAL:

PRELIMINARY

6/27/2025

CALL BEFORE YOU DIG
811
Know what's below. Call before you dig.

SCALE & NORTH ARROW:

NORTH ARROW
0' 15' 30' 60'
SCALE: 1" = 30'

DESIGN INFO:

DRAWN BY:	CWH
DESIGNED BY:	—
REVIEWED BY:	TKS
JOB #:	GW2001
DATE:	JUNE 27, 2025

CONCEPT SITE PLAN

CS-1.0

09.22.2025 - Item 6

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Gaskins + LeCraw, Inc. shall be without liability to Gaskins + LeCraw, Inc. Copyright Gaskins + LeCraw, Inc., 2025

GENERAL NOTES:
1: This Plat has been prepared without the benefit of a current title report. Easements or encumberances may exist that are not shown on this plat.
2: This plat is subject to any restrictions, easements, covenants or restrictions that may exist either written or unwritten.
3: Underground utilities not shown hereon may exist. The Surveyor does not take responsibility for absence or presence of any such utilities.
4: No Geodetic monuments were found within 500 feet of this site.
5: This Plat has been prepared for the exclusive use of the person(s) or entities named hereon.

FIELD DATA:

DATE OF FIELD SURVEY 11-2-21, 11-8-21, 6-7-22, 7-8-22 & 9-21-22.

THE CALCULATED POSITIONAL TOLERANCE BASED ON REDUNDANT LINEAR MEASUREMENTS OF OBSERVED POSITIONS WAS FOUND TO BE 0.00 FEET.

EQUIPMENT:
ELECTRONIC TOTAL STATION AND NETWORK GPS
GPS RECEIVER: CHAMPION INSTRUMENTS, PRO, SN:1033458,
NETWORK: eGPSVRS

TOTAL AREA: 181,817 SQ FT, 4.174 AC

CALCULATED PLAT CLOSURE: 1 FOOT IN 802,067 FEET

SURVEY DATA:

TYPE OF SURVEY: RETRACEMENT
SOURCE OF TITLE DESCRIPTION FOR SUBJECT PROPERTY: DB 2693 PG 239, DB 8852 PG 2
PROPERTY OWNER AT TIME OF SURVEY:
VITAL FOOD, LLC
PARCEL NUMBER: 08013 003033

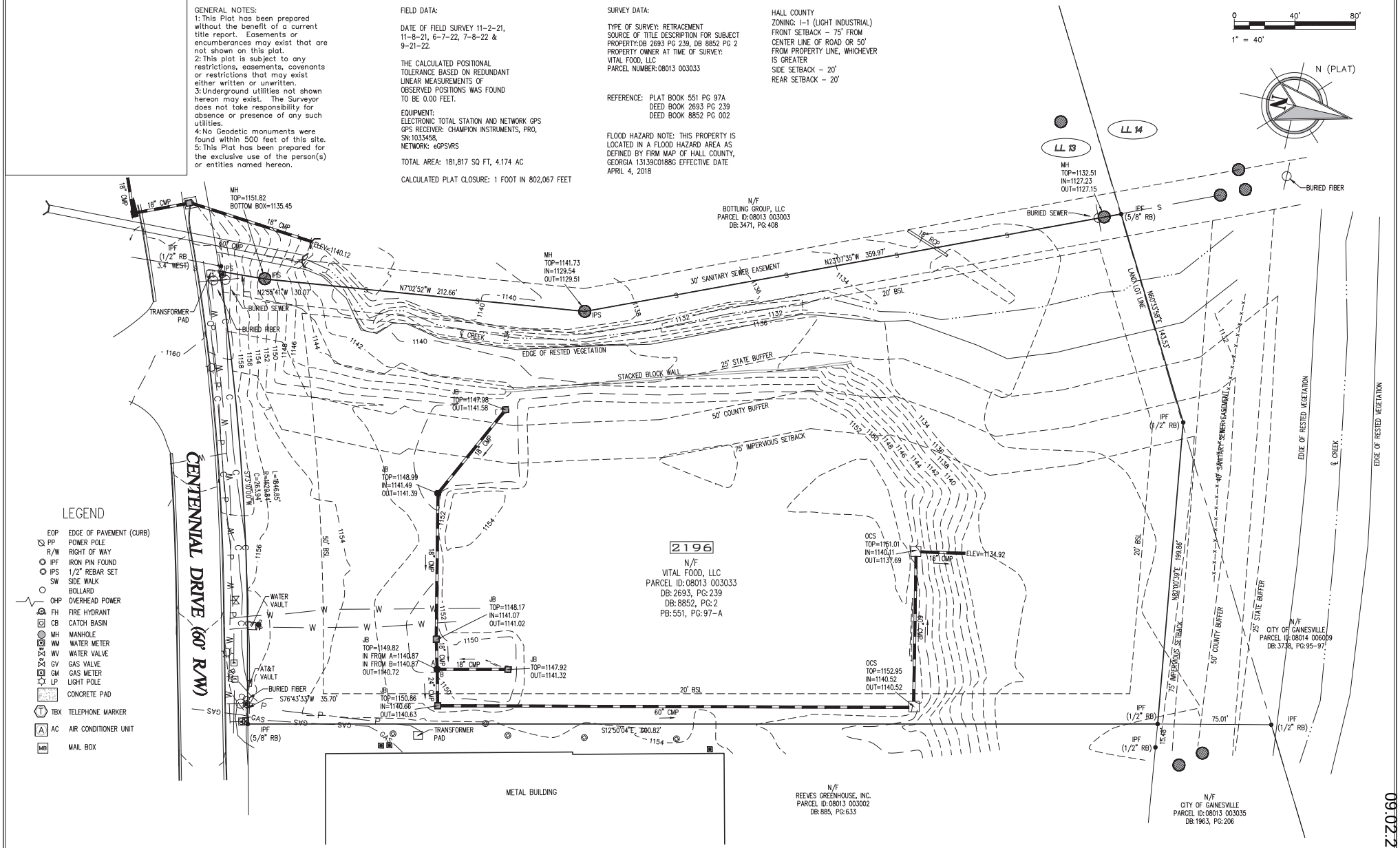
REFERENCE: PLAT BOOK 551 PG 97A
DEED BOOK 2693 PG 239
DEED BOOK 8852 PG 002

FLOOD HAZARD NOTE: THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA AS DEFINED BY FIRM MAP OF HALL COUNTY, GEORGIA 13139C0188G EFFECTIVE DATE APRIL 4, 2018

HALL COUNTY
ZONING: I-1 (LIGHT INDUSTRIAL)
FRONT SETBACK – 75' FROM CENTER LINE OF ROAD OR 50' FROM PROPERTY LINE, WHICHEVER IS GREATER
SIDE SETBACK – 20'
REAR SETBACK – 20'

0 40' 80'
1" = 40'

N (PLAT)



LEGEND

EOP	EDGE OF PAVEMENT (CURB)	
PP	POWER POLE	
R/W	RIGHT OF WAY	
IPF	IRON PIN FOUND	
IPS	1/2" REBAR SET	
SW	SIDE WALK	
	BOLLARD	
OHP	OVERHEAD POWER	
FH	FIRE HYDRANT	
CB	CATCH BASIN	
MH	MANHOLE	
WM	WATER METER	
WV	WATER VALVE	
GV	GAS VALVE	
GM	GAS METER	
LP	LIGHT POLE	
	CONCRETE PAD	
TBX	TELEPHONE MARKER	
AC	AIR CONDITIONER UNIT	
MB	MAIL BOX	

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, plat, 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 for 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

REVISIONS		
Date	Description	By
6-3-22	ADDED STREAM BUFFERS	JTF
7-14-22	ADD STORM AND SEWER INVERTS	JTF
10-3-22	LOCATE ADDITIONAL CREEK FOR BUFFERS	JTF

KEYSTONE LAND SURVEYING, INC.
162 E. OROGAN ST.
SUITE F
LAWRENCEVILLE, GEORGIA
770.545.8700
www.keystonelandsurveying.com

COPY RIGHT 2019–THIS 18 X 24 DRAWING AND REPRODUCTIONS ARE THE PROPERTY OF THE SURVEYOR AND MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS SURVEYOR.

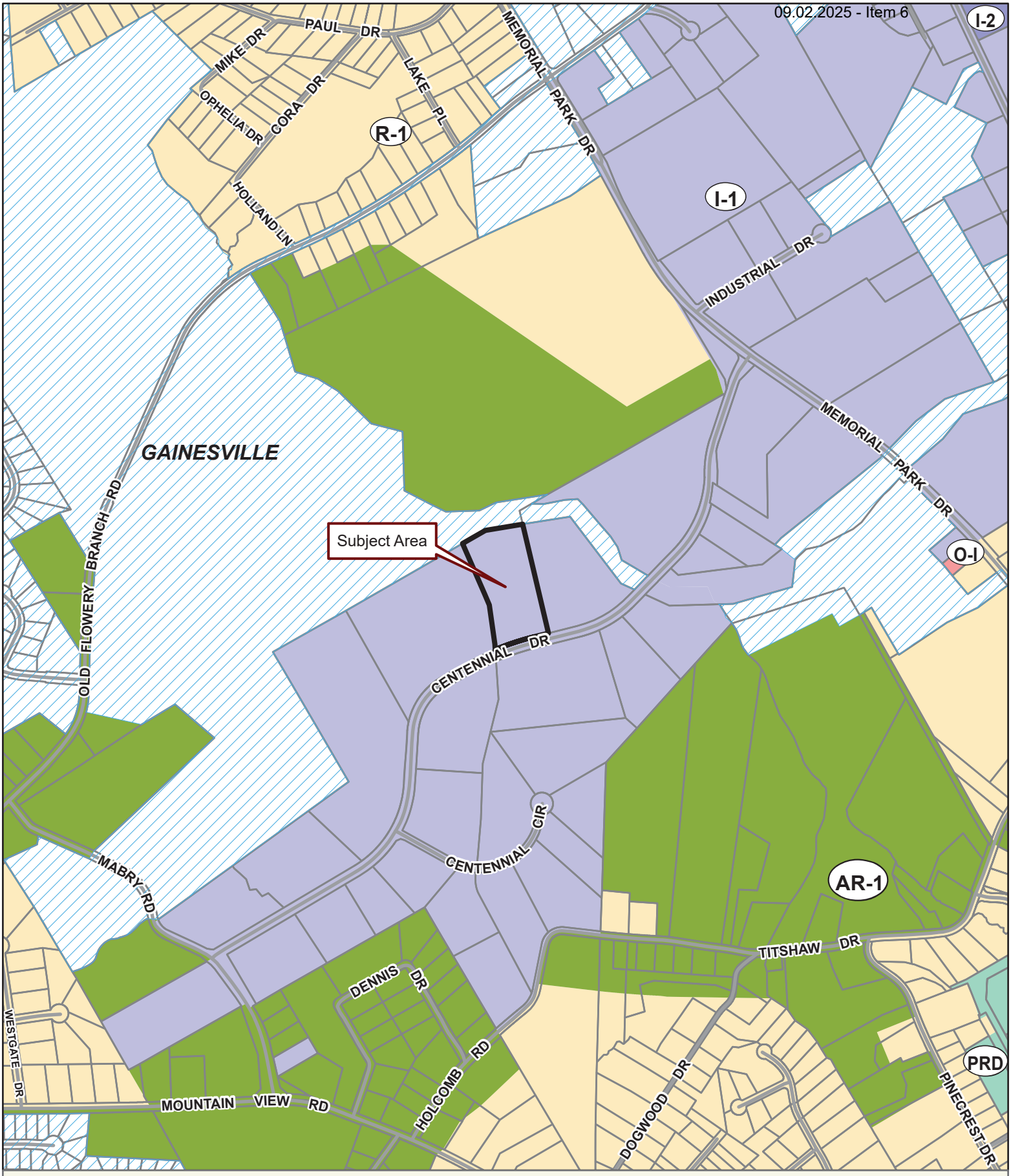
BOUNDARY SURVEY FOR
ELISA IDORO
2196 CENTENNIAL DRIVE, GAINESVILLE, GEORGIA 30504

LAND LOT 13 – 8TH DISTRICT, HALL COUNTY, GEORGIA

GEORGIA REGISTERED No. 3077 LANDSURVEYOR PATRICK F. CAREY
11-16-21
FOR KEYSTONE LAND SURVEYING, INC.

Date:	11-16-21
Scale:	1" = 40'
Client:	ELISA IDORO
Drawn By:	JTF
Sheet 1 of 1	

09.02.2025 - Item 6

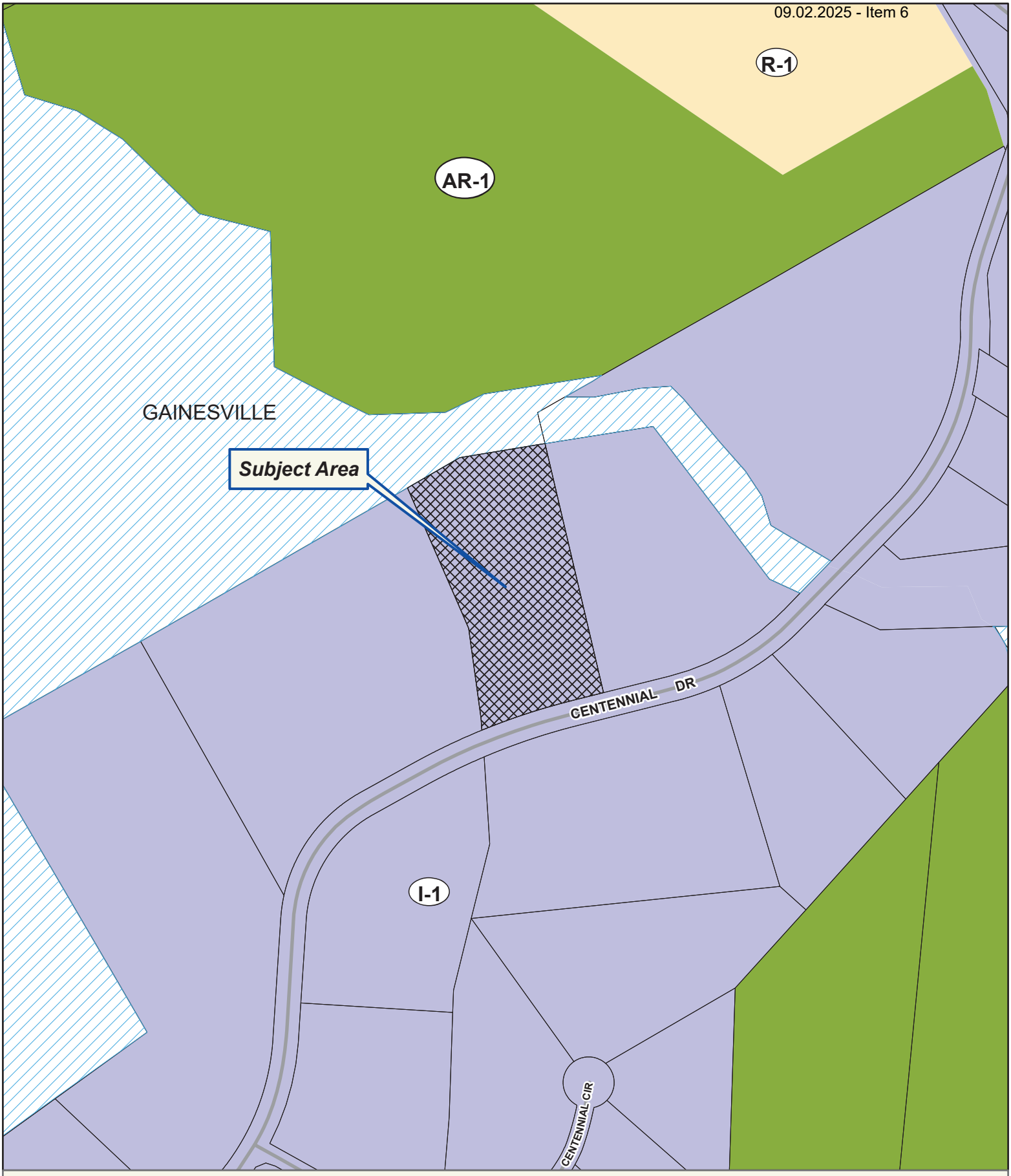


Applicant: VITAL FOODS, LLC (JUAN CARLOS LOMAS)
C/O GASKINS + LECRAW
Tax Parcel #: 08013 003033
Location: 2196 CENTENNIAL DRIVE, GAINESVILLE, GA 30504
Commission District 4 **PC Mtg. Date: 09/02/2025**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: VITAL FOODS, LLC (JUAN CARLOS LOMAS)
C/O GASKINS + LECRAW
Tax Parcel #: 08013 003033
Location: 2196 CENTENNIAL DRIVE, GAINESVILLE, GA 30504
Commission District 4 **PC Mtg. Date: 09/02/2025**

0 75 150 300
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: VITAL FOODS, LLC (JUAN CARLOS LOMAS)
C/O GASKINS + LECRAW
Tax Parcel #: 08013 003033
Location: 2196 CENTENNIAL DRIVE, GAINESVILLE, GA 30504
Commission District 4 **PC Mtg. Date: 09/02/2025**

0 75 150 300
Feet

Zoning Boundary
City Limits
Subject Area

N




COVERED BRIDGE
SOCCER CLUB


NO PARKING
NO PARKING


435-5136
435-5136
XPO


PENSKE
PENSKE
vestis


NO
PARKING
On Pavement
Right Of Way

The Law Office of Russell C. Petersen, LLC
303 Jesse Jewell Parkway SE, Suite 100
Gainesville, GA 30501
Mailing: P.O. Box 6499
Gainesville, GA 30504
savannah@rcplawfirm.com
(678) 862-0810
Fax (678) 862-0832

June 18, 2021

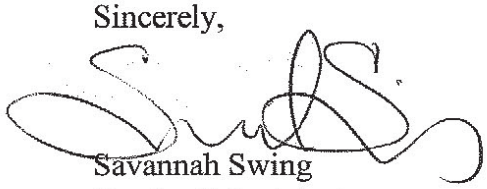
Vital Food LLC
2196 Centennial Drive
Gainesville, Ga 30504

Re: Purchase of property located at 2196 Centennial Drive, Gainesville, Ga 30504

Enclosed please find the original Limited Warranty Deed recorded in the real estate records. These documents should be placed with your other important documents.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Savannah Swing
Paralegal Assistant

/sas
Enclosure

210765G
Russell C Petersen, LLC
P.O. Box 6499
GAINESVILLE, GA 30504

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF HALL

THIS INDENTURE made **June 8th, 2021**, between **WORLD TRANSPORT COORDINATION SERVICES INC.**, of the County of Hall, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **VITAL FOOD LLC**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of TEN AND 00/100 ($10.00) Dollars 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, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, together with all improvements located thereon, to wit:

All that tract or parcel of land lying and being in Land Lot 13 of the 8th Land District, Hall County, Georgia, containing 4.169 acres, more or less, in Centennial Park, as shown in plat of survey for Gainesville and Hall County Development Authority, dated August 2, 1996, prepared by Henry Bailey, RS, recorded in Plat Slide 551, Page 97A, Hall County, Georgia Records. Said plat being incorporated herein by reference thereto.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

WORLD TRANSPORT COORDINATION SERVICES INC.

_____(Seal)

BY: MAXIMILIANO JAMBRINA, AS ATTORNEY IN FACT

Witness

_____(Seal)

Notary Public

6/10/21

BRENDAN JAMES MULLER
Notary Public, State of Texas
Comm. Expires 02-24-2024
Notary ID 128894632

Outlook

HCPC Tentative Agenda 9.2.25

From Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
Date Fri 8/1/2025 11:10 AM
To Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (Planning) <bgarmon@hallcounty.org>
Cc Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 3985 Mount Vernon Rd, Terry: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. An existing system evaluation/site visit will be required for Environmental Health to process required paperwork for the building permit application. Please note that Zoning approval does not imply approval from other county departments.

Item 2, 1604/1608 Whiting Drive/1790 Browns Bridge Rd: Vargas: No comment. Public sewer.

Item 3, 7365 Bill Wilson Rd, Riddle: Must meet all residential permitting requirements. Original copy of Level 3 soil evaluation and copy of recorded plat will be required at time of septic permit application.

Item 4, 5303 Browns Bridge Rd, Sadegh: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5A/B, 2196 Centennial Drive: Food Service permit/plan review may be required after review of business plan.

Item 6A/B, 1119/1137 West Ridge, Elder: No comment. Public Sewer.

Item 7A/B, 6450 Ben Parks Road, Davis Engineering: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Any proposed lot utilizing onsite sewage management systems permitted by Environmental Health must have a minimum of 21,780 sf non-restricted lot size if served by public water or 43,560sf non-restricted area if served by individual wells. Community septic systems and/or community wells to be permitted by EPD. Please note that Zoning approval does not imply approval from other county departments. Further determination and review of proposed subdivision will be made during the plat review process and not during Zoning application/approval.

Item 8A/B: 2400 O'Kelley Road, Project Turbo: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system

installation/modification may be required after review of business plan. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 9A/B, 4527 JM Turk Road, Mulberry Springs Winery: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. Food Service permit/plan review may be required after review of business plan.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

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Outlook

RE: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

From Nembhard, Nakia L <NNembhard@dot.ga.gov>
Date Mon 7/28/2025 11:01 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Below you will find our comments.

Thanks,

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant Will Not Require GDOT Coordination**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant Will Require GDOT Coordination**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant Will Not Require GDOT Coordination**

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant Will Require GDOT Coordination**

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant Will Not Require GDOT Coordination**
(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor**

recreation | * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant** **Will Not Require GDOT Coordination**

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant** **Will Not Require GDOT Coordination**
(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant** **Will Not Require GDOT Coordination**

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**
Will Not Require GDOT Coordination
(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant** **Will Not Require GDOT Coordination**

8. **(A) 2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant** **Will Require Possible GDOT Coordination**
(B) 2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant** **Will Require Possible GDOT Coordination**

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant** **Will Not Require GDOT Coordination**
(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant** **Will Not Require GDOT Coordination**

Nakia Nembhard
Civil Engineer 3

District 1 Traffic Operations
1475 Jesse Jewell Pkwy Suite 100
Gainesville, GA, 30501

(678) 332-8200 Cell
(770) 533-8496 Office

From: Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Sent: Thursday, July 24, 2025 11:26 AM
Subject: September 2, 2025 Hall County Planning Commission Meeting Tentative Agenda

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Here is the Tentative Agenda and Maps for the ***TUESDAY,*** **September 2, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday August 1, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – August 18, 2025

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive |

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Beth Garmon, Director of Planning and Zoning

From: Bill Nash, Director of Public Works and Utilities

Date: August 1, 2025

Subject: September 2, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 2, 2025, meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **3985 Mount Vernon Road | Variance to Section 4.3 |** to reduce the minimum yards | on a 0.86± acre tract located on the west side of Mount Vernon Road approximately 1,796 feet north of its intersection with Oak Harbour Drive | Zoned R-1; Tax Parcel 10117 000050 **| Proposed Use: Detached garage |** * Commission District 2 | **Jeffrey C. Terry, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer – Not available

2. **1604 & 1608 Whiting Drive, & 1790 Browns Bridge Road | Variance to Section 5.3.1** | to reduce the minimum yards | on a combined 0.90± acre tract located on the northeast side of Whiting Road at its intersection with Browns Bridge Road | Zoned R-1 & H-B; Tax Parcels 00123 007016, 007015 & 007017 **| Proposed use: Commercial addition & to bring an existing structure into compliance |** * Commission District 4 | **Gerardo Vargas, applicant**

a. Engineering: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. Traffic: No comment
c. **Utilities:** Gainesville sewer – Available onsite

3. **7365 Bill Wilson Road | Variance to section 7.8.3 |** ADU standards | on a 5.20± acre tract located on the northwest side of Bill Wilson Road at its intersection with Pebble Ridge Drive | Zoned R-1-L; Tax Parcel 09056A000008 **| Proposed Use: Accessory dwelling unit |** * Commission District 3 **| Nedra Riddle, applicant**

    a. **Engineering**: No comment
    b. **Traffic:** No comment
    c. **Utilities:** Hall County sewer service area. No infrastructure in vicinity

4. **5303 Browns Bridge Road | Special Use |** to amend conditions of zoning | on a 0.97± acre tract located on the south side of Browns Bridge Road at its intersection with Whitmire Drive | Zoned H-B; Tax Parcel 08080 003018 | **Proposed use: Vehicle repair, major** | ** Commission District 2 | **Ali Sadegh, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    b. **Traffic:** GDOT access permit required
    c. **Utilities:** Gainesville-Hall sewer area. No infrastructure in vicinity

5. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 | **Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

    a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
    Show FEMA and Hall County studied Flood plains that are present on site.
    Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
    b. **Traffic:** No comment
    c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

6. **(A) 1119 & 1137 West Ridge Road | Rezone |** from Residential 1 (R-1) & Light Industrial (I-1) to Light Industrial (I-1) | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** ** Commission District 4 | **Valiant Services c/o David Elder, applicant**

(B) 1119 & 1137 West Ridge Road | Variance to Section 8.2.3 | to reduce the minimum buffers | on an combined 4.73± acre assemblage located on the southeast side of West Ridge Road at its intersection with Stallworth Street | Zoned R-1 & I-1; Tax Parcels 00054 001040B (pt) & 001040 (pt) **| Proposed Use: Indoor/outdoor storage and warehousing |** * Commission District 4 **| Valiant Services c/o David Elder, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** No comment
c. **Utilities:** Gainesville sewer service area. Infrastructure is onsite

7. **(A) 6450 Ben Parks Road | Rezone |** from Residential 1 Low Density (R-1-L) to Planned Residential Development (PRD) | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A | **Proposed Use: 80-lot residential development |** ** Commission District 3 | **Davis Engineering & Surveying c/o Nick Pesola, applicant**

(B) 6450 Ben Parks Road | Variance to Section 8.4 | sidewalk standards | on a 60.84± acre tract located on the south side of Ben Parks Road approximately 1,946 feet from its intersection with Jake Kemp Road | Zoned R-1-L; Tax Parcel 11056 000001A **| Proposed Use: 80-lot residential development |** * Commission District 3 **| Davis Engineering & Surveying c/o Nick Pesola, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** Left and Right turn lanes may be required.
c. **Utilities:** Hall County Serwer service area. No infrastructure in vicinity

8. **(A) 2400 Okelly Road | Rezone |** from Planned Industrial Development (PID) to Light Industrial (I-1) | on a 119± acre portion of a tract located on northeast side of Okelly Road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant**

(B) 2400 Okelly Road | Special Use | on a 119± acre portion of a tract located on northeast side of Okelly road approximately 800 feet from its intersection with Candler Road | Zoned PID; Tax Parcel 15024 000003A (pt) **| Proposed Use: Data center |** ** Commission District 3 **| Project Turbo, LLC, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** TIS to be provided with DRI. Traffic comments to be made after review.
c. **Utilities:** Gainesville sewer service area. Sewer is available via pump station about 0.5 miles to the North.

9. **(A) 4527 J M Turk Road & 4567 Stanley Road | Special Use |** on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** ** Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

(B) 4527 J M Turk Road & 4567 Stanley Road | Variance to Section 7.7.3 | on a combined 19.43± acre tract located on the northeast side of J M Turk Road approximately 200 feet from its intersection with Grandview Parkway | Zoned AR-1; Tax Parcels 15044 000034A & 000034 (pt) **| Proposed Use: Agri-entertainment venue |** * Commission District 1 **| Mulberry Springs Vineyard & Winery, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show FEMA and Hall County studied Flood plains that are present on site.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. **Traffic:** May require left and right turn lanes or a right-hand passing lane.
c. **Utilities:** Oakwood sewer service area. No sewer infrastructure in the vicinity

Outlook

Fire Comments

From John Hornick (Fire Services) <jhornick@hallcounty.org>
Date Fri 7/25/2025 10:02 AM
To Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
Cc Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

TUESDAY, **September 2, 2025** Hall County Planning Commission Meeting.

1. **(A) 2196 Centennial Drive | Special Use |** on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** ** Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**
(B) 2196 Centennial Drive | Variance to Table 8.1.1 | Required parking | on a 4.19± acre parcel located on north side of Centennial Drive approximately 1,195 feet from its intersection with Centennial Circle | Zoned I-1; Tax Parcel 08013 003033 **| Proposed Use: Outdoor recreation |** * Commission District 4 **| Vital Foods, LLC (Juan Carlos Lomas) c/o Gaskins + LeCraw, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org


ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: VITAL FOODS, LLC (JUAN CARLOS LOMAS)
c/o GASKINS + LECRAW
REQUEST: SPECIAL USE FOR OUTDOOR RECREATION
WITH VARIANCES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: SEP 02, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: OCT 07, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than thirty (30) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than thirty (30) days and not more than forty-five (45) days prior to the public hearing.

The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.

The applicant is required to post the public notice sign not less than thirty (30) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

THE ZONING SIGN MUST BE POSTED NO EARLIER THAN JULY 25, 2025 AND NO LATER THAN AUGUST 03, 2025.

THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN AUGUST 03, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.

Failure to comply will result in a delay of the application.

AFFIDAVIT

By my signature, I, Dani Blumenthal (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 7/31/2025 (Date) **for** Vital Foods, LLC c/o Gaskins + Lecraw (Name application filed as).

Signature Dani Blumenthal

(The original document is required)

Jennifer Rivera (Administration)

From: Beth Garmon (Planning)
Sent: Wednesday, October 1, 2025 1:20 PM
To: Jennifer Rivera (Administration)
Cc: Kaitlyn Elliott (Planning)
Subject: FW: 2196 Centennial Drive- Variance Appeal
Attachments: BDJ - Centennial Soccer Trip Generation Memo_093025.pdf

Jennifer,

Could you please add the attached document and email below to item #606/2025?

Thank you,
Beth

Beth Garmon
Director of Planning and Zoning
Hall County Community Development and Infrastructure
(office) 770-531-6809
(direct) 770-297-2626
bgarmon@hallcounty.org

All **ZONING, PLAT**, and **BUILDING PERMIT** submittals may be submitted online through Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning and general inquiries may be submitted to planning@hallcounty.org.

HALL COUNTY
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From: Dani Blumenthal <dblumenthal@gaskinslecraw.com>
Sent: Wednesday, October 1, 2025 12:59 PM
To: Katie L. Greenway (Planning) <klgreenway@hallcounty.org>; Lynn Taylor (Planning) <ltaylor@hallcounty.org>
Cc: Beth Garmon (Planning) <bgarmon@hallcounty.org>
Subject: 2196 Centennial Drive- Variance Appeal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon! Please see the attached Trip Generation Memo in regards to the variance appeal for 2196 Centennial Drive. The professionals at NV5 did some analysis and I would like to point out two things from the report:

- ITE estimates an average demand of 16 parking spaces per soccer field on a typical Saturday, increasing to 38 spaces during tournament Saturdays. There will not be tournaments held on the field. The proposal includes 44 parking spaces, exceeding ITE's recommendation.
- The posted speed limit on Centennial Drive is 30 mph, which should permit drivers ample time to react to an obstacle in the road.

I'd like to reiterate that safety is not an afterthought for Covered Bridge, it is their ultimate responsibility and goal over all else. Please provide the attached information to the Board of Commissioners, as an addition to our already submitted appeal. Let me know if you have any questions or need anything else. Thank you!

Best,

Dani Blumenthal, MCRP
GASKINS LECRAW
P 678.546.8100 **M** 215.816.9336
E dblumenthal@gaskinslecraw.com **W** www.gaskinslecraw.com

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TECHNICAL MEMORANDUM

To: Brian D Jones
(bjones@bdj-consulting.com)
BDJ Consulting, LLC
108 Ozark Trail
Canton, GA 30117

From: Erika Becker, AICP (erika.becker@nv5.com)
10745 Westside Way, Suite 300
Alpharetta, Georgia 30009

Date: September 30, 2025

Re: Trip Generation Memorandum
Centennial Soccer Field
2197 Centennial Drive, Hall County, Georgia

NV5 Engineers and Consultants, Inc. completed a trip generation study for the proposed Centennial Soccer Field development to be located at 2197 Centennial Drive in Hall County, Georgia. The development will consist of one (1) soccer field and will be served by one (1) new full-access driveway on Centennial Drive, (see Attachment A).

Trip Generation

Project trip generation was calculated using rates and equations provided in the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 12th Edition, 2025. The development is expected to generate 72 daily trips, 1 AM peak hour trip (1 inbound and 0 outbound), and 49 PM peak hour trips (32 inbound and 17 outbound), as shown below (see Attachment B):

Land Use	Code	Project Density	Period	Total	Inbound	Outbound
Soccer Complex	488	1 Soccer Field	Daily	72	36	36
			AM	1	1	0
			PM	49	32	17

Additionally, the 6th Edition of the Institute of Transportation Engineers' (ITE) Parking Generation Manual estimates an average demand of 16 parking spaces per soccer field on a typical Saturday, increasing to 38 spaces during tournament Saturdays.

Trip Distribution

Twenty-four (24) hour classification counts were collected on Centennial Drive, at the location of the proposed site driveway, on Tuesday, September 23, 2025, while schools were in session. As a result, the average daily traffic (ADT) on the roadway was determined to be 2,019 vehicles per day (vpd), which is well below the daily vehicle capacity of a local two-lane local road with a speed limit of 30 mph.

Using this data, the assignment and directional distribution of new project trips was determined to be 70% to/from the west and 30% to/from the east along Centennial Drive, (see Attachment C for traffic counts). The following table shows the expected breakdown of project trips at the proposed site driveway.

Period	Centennial Drive		Site Driveway		TOTAL
	WBR	EBL	SBL	SBR	
Daily	11	25	11	25	72
AM	0	1	0	0	1
PM	10	22	5	12	49

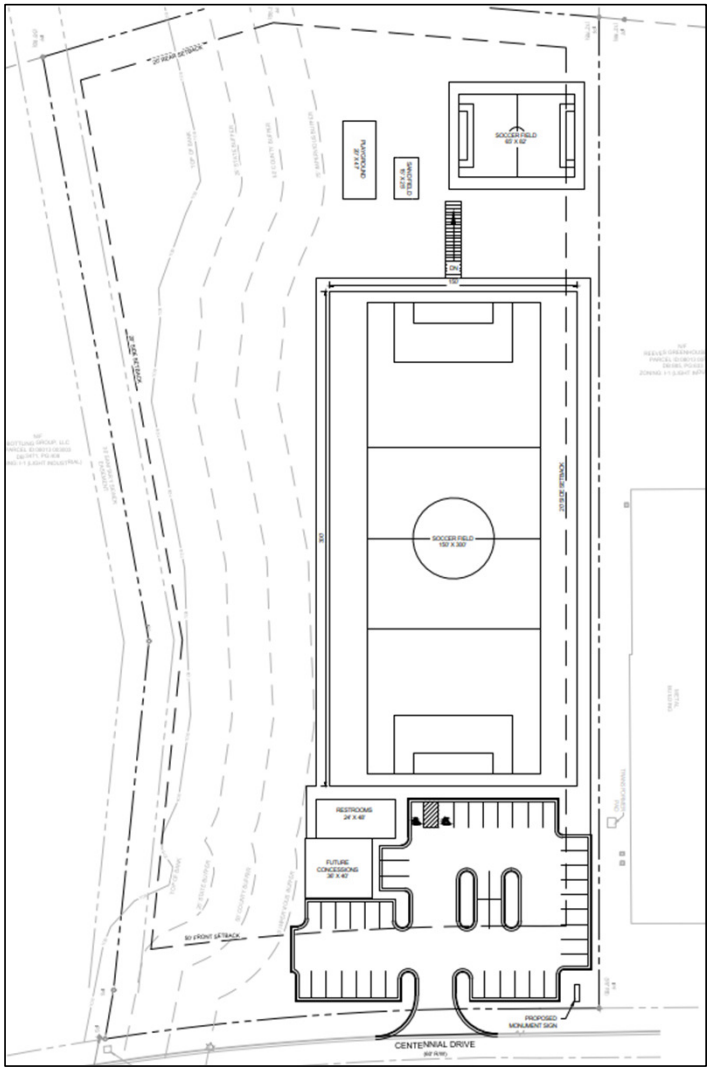
Turn Lane Warrant

The need for turn lanes was evaluated for the proposed site driveway along Alcovy Road using methodologies from the Georgia Department of Transportation (GDOT) Turn Lane Requirements from the *Regulations for Driveway and Encroachment Control Manual*, dated June 20, 2024. The speed limit posted in the vicinity of the proposed location is 30 miles per hour (MPH). According to the criteria established by GDOT, for a roadway with ADT less than 6,000 vehicles, the development would need to generate more than 300 vehicles per day to justify a left-turn lane and more than 200 vehicles per day to justify a right-turn lane, (see Attachment D). As illustrated on the table below, right-turn and left-turn lanes are not warranted.

Intersection	Movement / Turn Lane	Turn Volume	GDOT Volume Criteria	GDOT Criteria Met?
Centennial Dr & Site Dwy	WBR	11 RT / Day	200 RT / Day	NO
	EBL	25 LT / Day	300 LT / Day	NO

Attachment A:

Concept Site Plan



SITE SUMMARY

SITE AREA	
SITE AREA:	4.19 ACRES (182,516 S.F.)
IMPERVIOUS AREA:	29,630 S.F. (16%)
PERVIOUS AREA:	152,886 S.F. (84%)
ZONING CLASSIFICATION	
JURISDICTION:	HALL COUNTY
ZONING:	I-1 (LIGHT INDUSTRIAL)
ADJACENT ZONING:	I-1 (LIGHT INDUSTRIAL)
BUILDING SETBACKS	
FRONT:	50'
SIDE:	20'
REAR:	20'
BUILDING SUMMARY	
BUILDING AREA:	2,592 S.F.
BUILDING COVERAGE:	1.4%
PARKING SUMMARY	
PARKING REQ.: (MIN)	1 SPACE/1000 S.F. OUTDOOR SPACE + 1 SPACE/300 S.F. INDOOR SPACE
	58 SPACES
	(MAX) 125% OF MIN
	73 SPACES
PARKING PROV.:	44 SPACES
STANDARD STALL DIMENSIONS:	9' x 17.5'
MIN. DRIVE WIDTH:	26'

Attachment B:

Trip Generation

Soccer Complex (488)

Based upon methodology from ITE's Trip Generation, 12th Edition (2025)

Project Land Use	Project Density	Project Trips			ITE Code	Variable	Equation Used[1]	In/Out Distribution		Average Rate
		Total	Inbound	Outbound						
Soccer Complex	1 Fields				488	Fields				
Daily		**72**	36	36			T = 71.33 * X	50%	50%	71.33
AM Peak Hour		**1**	1	0			T = 0.99 * X	61%	39%	0.99
PM Peak Hour		**49**	32	17			T = 13.92 * X + 35.13	66%	34%	16.43
Reductions for Pass-By Trips										
Daily		**0**	0	0						
AM Peak Hour		**0**	0	0						
PM Peak Hour		**0**	0	0						
TOTAL PROJECT TRIPS										
Daily		**72**	36	36						
AM Peak Hour		**1**	1	0						
PM Peak Hour		**49**	32	17						

Note:

[1] Where: T = Trips; X = Density by Variable

Attachment C:

Traffic Counts

Prepared by National Data & Surveying Services

VOLUME

2197 Centennial Dr Bet Penske Truck Rental E Dwy & Reeves Floral Products Dwy (34.264204, -83.862259)

Day: Tuesday
Date: 9/23/2025

City: Gainesville
Project #: GA25_180229_001

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	908	1,111	2,019

DAILY TOTALS

15-Minutes Interval

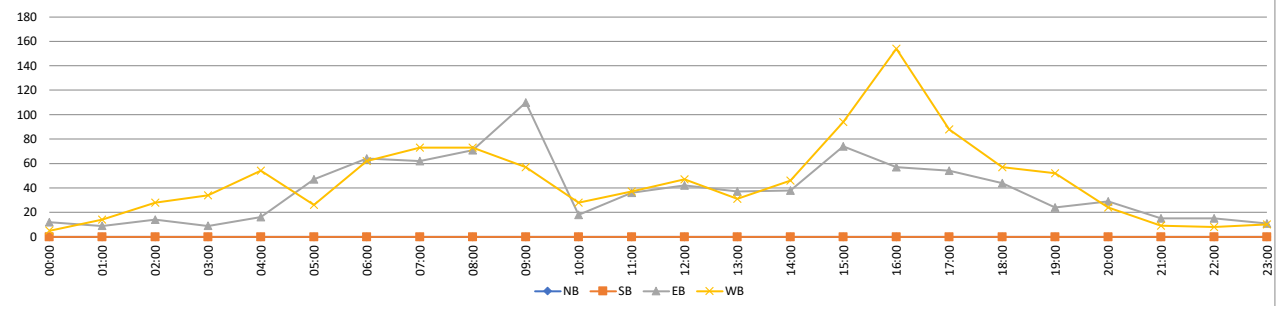
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00			6	3	9	12:00			16	13	29
0:15			4	0	4	12:15			11	6	17
0:30			1	1	2	12:30			6	11	17
0:45			1	1	2	12:45			9	17	26
1:00			3	2	5	13:00			9	7	16
1:15			3	4	7	13:15			6	11	17
1:30			1	3	4	13:30			9	9	18
1:45			2	5	7	13:45			13	4	17
2:00			4	9	13	14:00			11	10	21
2:15			5	13	18	14:15			9	11	20
2:30			3	2	5	14:30			9	9	18
2:45			2	4	6	14:45			9	16	25
3:00			4	10	14	15:00			11	15	26
3:15			3	4	7	15:15			16	11	27
3:30			1	6	7	15:30			19	30	49
3:45			1	14	15	15:45			28	38	66
4:00			2	23	25	16:00			19	48	67
4:15			1	24	25	16:15			23	37	60
4:30			9	3	12	16:30			10	35	45
4:45			4	4	8	16:45			5	34	39
5:00			3	8	11	17:00			11	32	43
5:15			8	3	11	17:15			13	21	34
5:30			12	8	20	17:30			18	16	34
5:45			24	7	31	17:45			12	19	31
6:00			12	8	20	18:00			15	10	25
6:15			15	17	32	18:15			3	10	13
6:30			15	16	31	18:30			12	22	34
6:45			22	21	43	18:45			14	15	29
7:00			14	15	29	19:00			7	18	25
7:15			9	20	29	19:15			6	10	16
7:30			20	18	38	19:30			5	17	22
7:45			19	20	39	19:45			6	7	13
8:00			30	10	40	20:00			15	7	22
8:15			21	16	37	20:15			6	6	12
8:30			6	18	24	20:30			4	8	12
8:45			14	29	43	20:45			4	3	7
9:00			25	19	44	21:00			2	4	6
9:15			51	12	63	21:15			5	3	8
9:30			21	13	34	21:30			5	1	6
9:45			13	13	26	21:45			3	1	4
10:00			4	6	10	22:00			4	1	5
10:15			2	9	11	22:15			4	4	8
10:30			8	4	12	22:30			1	2	3
10:45			4	9	13	22:45			6	1	7
11:00			7	10	17	23:00			3	3	6
11:15			12	8	20	23:15			3	2	5
11:30			13	8	21	23:30			3	3	6
11:45			4	11	15	23:45			2	2	4
TOTALS	0	0	468	491	959	TOTALS	0	0	440	620	1060
SPLIT %	0%	0%	49%	51%	47%	SPLIT %	0%	0%	42%	58%	53%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00			12	5	17
01:00	02:00			9	14	23
02:00	03:00			14	28	42
03:00	04:00			9	34	43
04:00	05:00			16	54	70
05:00	06:00			47	26	73
06:00	07:00			64	62	126
07:00	08:00			62	73	135
08:00	09:00			71	73	144
09:00	10:00			110	57	167
10:00	11:00			18	28	46
11:00	12:00			36	37	73
12:00	13:00			42	47	89
13:00	14:00			37	31	68
14:00	15:00			38	46	84
15:00	16:00			74	94	168
16:00	17:00			57	154	211
17:00	18:00			54	88	142
18:00	19:00			44	57	101
19:00	20:00			24	52	76
20:00	21:00			29	24	53
21:00	22:00			15	9	24
22:00	23:00			15	8	23
23:00	00:00			11	10	21

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume			468	491	959
Peak Hour			8:45	8:15	8:45
Peak Volume			111	82	184
Peak Hour Factor			0.544	0.707	0.730
Peak Period	12:00	to	00:00		
Volume			440	620	1060
Peak Hour			15:30	15:45	15:30
Peak Volume			89	158	242
Peak Hour Factor			0.795	0.823	0.903
Peak Period	07:00	to	09:00		
Volume			133	146	279
Peak Hour			7:30	7:00	7:30
Peak Volume			90	73	154
Peak Hour Factor			0.750	0.913	0.963
Peak Period	16:00	to	18:00		
Volume			111	242	353
Peak Hour			16:00	16:00	16:00
Peak Volume			57	154	211
Peak Hour Factor			0.620	0.802	0.787



Attachment D:

GDOT Turn Lane Requirements

4.9.1.1 Minimum Requirements for Right Turn Deceleration Lanes

Right turn deceleration lanes must be constructed at no cost to the Department if the daily site generated Right Turn Volumes (RTV) based on ITE Trip Generation (assuming a reasonable distribution of entry volumes) meet or exceed the values shown in Table 4-6. Passing lane sections fall under the criteria for two or more lanes.

Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	AADT		AADT	
	< 6,000	>=6,000	<10,000	>=10,000
35 MPH or Less	200 RTV a day	100 RTV a day	200 RTV a day	100 RTV a day
40 to 50 MPH	150 RTV a day	75 RTV a day	150 RTV a day	75 RTV a day
55 to 60 MPH	100 RTV a day	50 RTV a day	100 RTV a day	50 RTV a day
>= 65 MPH	Always	Always	Always	Always

Table 4-6 Minimum Volumes Requiring Right Turn Lanes

4.9.1.2 Minimum Requirements for Left Turn Lanes

Left turn lanes must be constructed at no cost to the Department if the daily site generated Left Turn Volumes (LTV) based on ITE Trip Generation (assuming a reasonable distribution of entry volumes) meet or exceed the values shown in Table 4-7a **Condition 1**. If the LTVs are below the requirements for **Condition 1**, the applicant may be required to construct a Right Hand Passing Lane (see **Figure 4-7** if they meet the criteria in Table 4-7b **Condition 2**). The District Traffic Engineer will use engineering judgment to determine if the field conditions would allow construction of the Right Hand Passing Lane. Passing lane sections fall under the criteria for two or more lanes.

Condition 1

LEFT TURN REQUIREMENTS-FULL CONSTRUCTION				
Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	ADT		ADT	
	<6,000	>=6,000	<10,000	>=10,000
35 MPH or Less	300 LTV a day	200 LTV a day	400 LTV a day	300 LTV a day
40 to 50 MPH	250 LTV a day	175 LTV a day	325 LTV a day	250 LTV a day
>= 55 MPH	200 LTV a day	150 LTV a day	250 LTV a day	200 LTV a day

Table 4-7a Minimum Volumes Requiring Left Turn Lanes

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 580/2025

SUBJECT: Approval and authorization for the Chairman to execute a Utility Relocation Agreement between Hall County and Georgia Power Company regarding the relocation of utility poles for the White Sulphur Road Phase II Realignment Project, subject to review and approval by the County Attorney. The estimated cost is $744,227.00.

Meetings:

Work Session Date: 10/06/25

Voting Meeting Date: 10/07/25

Executive Summary:

Presenter: JW

Recommendation:
Approve

Purpose of Request:
Due to the new construction/alignment of White Sulphur Rd. Phase II, it is necessary for Georgia Power to remove, relocate, and/or make adjustments to existing facilities in the project corridor. Georgia Power has demonstrated certain prior rights within areas of the project corridor and is eligible for $744,227.00 reimbursable costs. Approval and execution of this agreement is necessary to begin utility relocation work for the project.

History:

Georgia Power has demonstrated certain prior rights within areas of the project corridor and is eligible for $744,227.00 reimbursable costs as shown in the agreement

Facts and Issues:
Required utility relocations to construct the White Sulphur Rd. Phase II project. Georgia Power has demonstrated certain prior rights within areas of the project corridor and is eligible for $744,227.00 reimbursable costs.

Options:

Approve and execute Utility Relocation Agreement.

Funding Requested $ 744,227.00

Are funds within current budget? Yes

Source of Funds State Road Grant Fund

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2025-10-07

Approvals:

Submit	Approve	Budget	Finance
JW	JS	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Financial Supplement
GA Power UTL Relo. Agreement - White Sulphur Phase II

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 580/2025

Funds Requested: $ 744,227.00

Request Budgeted: Yes

Proposed Source of Funding:

State Road Grant Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	221-STATE ROAD GRANT FUND	4971-ENGINEERING	541400-INFRASTRUCTURE	$744,227.00

Budget Transfer Items:

Additional Information/Comments:

Fully executed Agreement will be provided to County Clerk once received from GA Power

Contact for Questions: JWoBC

Phone: (770) 531-6800 ext. 7851

Georgia Power

September 9, 2025

Bill Nash, Director of Public Works & Utilities
Community Development and Infrastructure
2875 Browns Bridge Rd
Gainseville, Georgia 30504

RE: **PI# L13220**
White Sulphur @ SR 365

Mr. Nash**,**

Attached is a copy of the New Relocation Agreement between Georgia Power Company and Hall County for the above referenced project.

Please sign and return the copy to the email address below:

Georgia Power Company
Jalexis Susana
X2jsusan@southerncompany.com

After it has been executed by Georgia Power Company we will email you a copy.

Both the total estimated cost for relocation and the Payment Amount are valid only for a period of one (1) year following the date set forth on the enclosed estimate. Further, Georgia Power will not commence any work unless, the County executes and returns the enclosed Relocation Agreement and authorizes commencement of the work. Work must commence within 6 months of the executed relocation agreement.

If you have any questions, please contact Stephen Burroughs at 470-895-3122.

Sincerely,
Jalexis Susana
Jalexis Susana
mrkimber@southernco.com

Attachments

Please sign the agreement and send the electronic copy to the email address below:

Jalexis Susana (x2jsusan@southernco.com)

After the agreement has been executed by Georgia Power Company, we will email a copy to you for your records.

Please remit any payments to the address below:

Georgia Power Company

96 Annex

Atlanta, GA 30396-0001

(Attn: Salanda Westry)

Please reference the invoice and or PI# number on the check.

UTILITY RELOCATION AGREEMENT

PROJECT NAME: **White Sulphur @ SR 365**
PROJECT NUMBER: **L13220**
GDOT PROJECT NUMBER: _____

THIS AGREEMENT is made and entered into as of the ____day of _____, 20__, by and between **HALL COUNTY**, State of Georgia (hereinafter referred to as the "County"), and **GEORGIA POWER COMPANY (**hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

W I T N E S S E T H :

WHEREAS, the County proposes under the above written Project to White Sulphur @ SR @ 365 (hereinafter referred to as the "Project"); and

WHEREAS, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company's existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the "Facilities" or individually as the "Facility"); and

WHEREAS, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to County's acquisition of the road right(s)-of-way, all as involved in said Project; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1 THE WORK

1.1 Company Facilities

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as Exhibit "A" and incorporated herein by reference (the "Work"). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

1.2 **Road Right-of-Way**

Prior to Company commencing the Work, County will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

1.3 **Traffic Control**

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the County.

Section 2 COSTS AND PAYMENT

2.1 **Compensable Property Interests**.

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Total Estimate"). The total amount of the Total Estimate is SEVEN HUNDRED FORTY-FOUR THOUSAND AND TWO HUNDRED TWENTY-SEVEN Dollars ($744,227.00). The amount of the Total Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Reimbursement Claim") is SEVEN HUNDRED FORTY-FOUR THOUSAND AND TWO HUNDRED TWENTY-SEVEN Dollars ($744,227.00), otherwise reflected as **ONE HUNDRED percent (100%)** of the Total Estimate. The Reimbursement Claim is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

The cost of any improvements or betterments that are not made necessary by the proposed construction or maintenance shall not be subject to the percentage split contemplated above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at County's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by County.

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, County will pay Company a sum equal to the lesser of (a) SEVEN HUNDRED FORTY-FOUR THOUSAND AND TWO HUNDRED TWENTY-SEVEN Dollars ($744,227.00), otherwise reflected as **ONE HUNDRED percent (100%)**of the Total Estimate and representing the aforementioned Reimbursement Claim, or (b) the corresponding percentage of actual Relocation Costs representing Company's compensable property interests with respect to the Project. County will also pay Company for the

costs of any improvements or betterments of a Facility being made solely at County's request and not being made necessary by the proposed construction and/or maintenance.

2.2 **Progress Payments**

If Company chooses to submit invoices for progress payments, County will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the Work, Company shall submit a final bill to County and County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the County.

2.3 **Change in Scope**

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) County's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

Section 3 DETERMINATION OF COMPENSABLE PROPERTY INTEREST

3.1 If Company determines it has compensable property interests with respect to the Project, Company will submit a Reimbursement Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If County determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, County will provide Company with a written basis for such insufficiency and request that Company provide additional information. County will make a determination as to any asserted Reimbursement Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Reimbursement Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that County certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in any manner. If County does not thereafter make a determination regarding the Reimbursement Claim within six (6) months from the date of County's receipt of same, the Reimbursement Claim will be deemed approved by County.

Section 4 DISPUTE RESOLUTION

4.1 Disagreement

If Company disagrees with County's determination with regard to the Reimbursement Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

4.2 Dispute Notice

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) County fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

4.3 Mediation

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations, equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

Section 5 VERIFICATION

5.1 Material Discrepancy

For purposes of this Section 5, "Verification" means that County has reasonably determined that there is a material discrepancy between Company's invoiced charges and County's calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, County agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should County fail to provide such documentation within the specified time period, County must pay the disputed amount. County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. County must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

5.2 Audit

At any time within thirty-six (36) months after the date of final payment, County, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company's business activities and subject to Company's reasonable security requirements. As a prerequisite to conducting such audit, County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company's Nondisclosure Agreement. Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable County to test the accuracy of the invoices to which the audit pertains, provided that County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from County (based on the mutually agreed upon audit results), County may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and County. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 6 COUNTY AS PARTY

County acknowledges that this Agreement is "proprietary" in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not "governmental" or "legislative," as prohibited by O.C.G.A. § 36-30-3(a). County further represents and warrants that this Agreement will comply with all applicable laws concerning County actions and approvals and execution of binding agreements. County covenants to undertake all actions necessary to bind County.

Section 7 COMMENCEMENT AND TERMINATION CONDITIONS

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company's facilities required by the Project. If County fails to authorize commencement of the Work by September 9, 2026, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing County with notice in writing. If County fails to sign and return this Agreement to Company September 9, 2026, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

Section 8 MISCELLANEOUS PROVISIONS

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

ATTEST: **HALL County, GEORGIA**

By: _____

By: _____

Title: _____ **Chairman, Board of Commissioners**

Witness: _____ (SEAL)

Notary: _____
(SEAL)

Recorded on the Minutes of the County Commission at Minute Book ____, Page_____.

ATTEST: **GEORGIA POWER COMPANY**

By: _____

By: _____

Title: _____

Witness: _____ **Date:** _____

Notary: _____
(SEAL)

[Give proper title of each person executing Agreement. Attach seal as required.]

Form 2-424—29M—1-19-87

Name of Line Hennessee & Gainesville L C 6-435

SEQ. NO. LC-666

Account No.

EASEMENT

Athens Division
Cabbittown-White Sulphur Rural Line
P.O.#-819 - W.O. AD-1349

5465-63

STATE OF GEORGIA,

HALL COUNTY.

Received of GEORGIA POWER Company, hereinafter called the Company, the sum of ONE & 00/100 — — Dollars ($ 1.00), in consideration of which the undersigned, S. I. BAUGH (Name), whose Post Office Address is GAINESVILLE, GA. RT. 6, do.es. hereby grant and convey to the said Company, its successors and assigns, the right-of-way upon, along and across all that tract of land owned by the undersigned in Land Lot Number ... of the GAINESVILLE District, ... Section of HALL County, State of Georgia, said lands being bounded on the North by lands of MRS. GRACE WILSON, on the South by lands of AIR LINE SCHOOL, on the East by lands of ARTHUR BELL & BABE HULSEY, and on the West by lands of L. P. PITTMAN;

together with the right, privilege and easement to go in and upon the said tract of land and to construct, operate and maintain perpetually upon said right-of-way its lines for transmitting electric current, with poles, wires and other necessary apparatus and appliances, including the right to stretch telephone and/or telegraph wires on said poles, with all necessary appliances, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said right-of-way by or for said Company shall remain the property of the owner of said timber.

ALSO THE RIGHT TO ERECT SAID LINE ACROSS MY OTHER PROPERTY, SAME BEING IN THE GAINESVILLE DISTRICT, HALL COUNTY, GEORGIA- & BEING MY HOME PLACE—

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said S. I. BAUGH has hereunto set HIS hand and seal, this 2ND day of SEPT-, 1937.

S. I. + Baugh HIS MARK (SEAL)

(SEAL)

(SEAL)

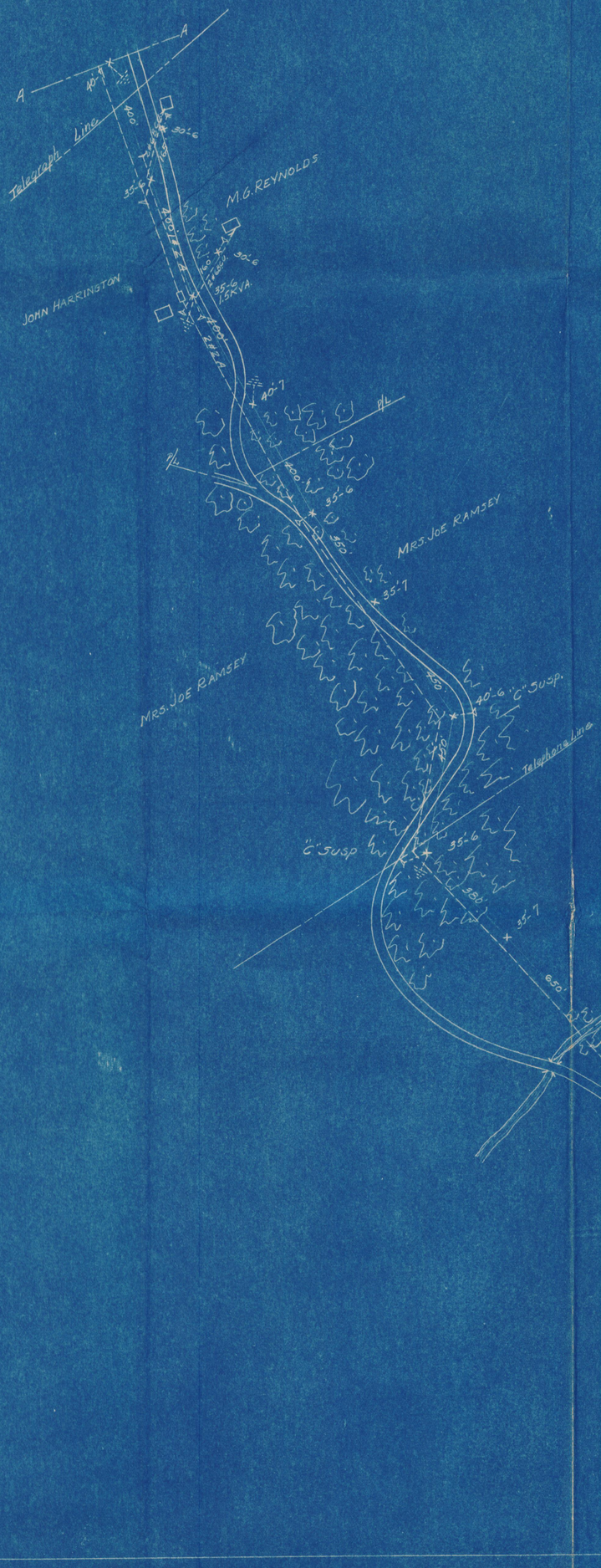
Signed, sealed and delivered in the presence of:

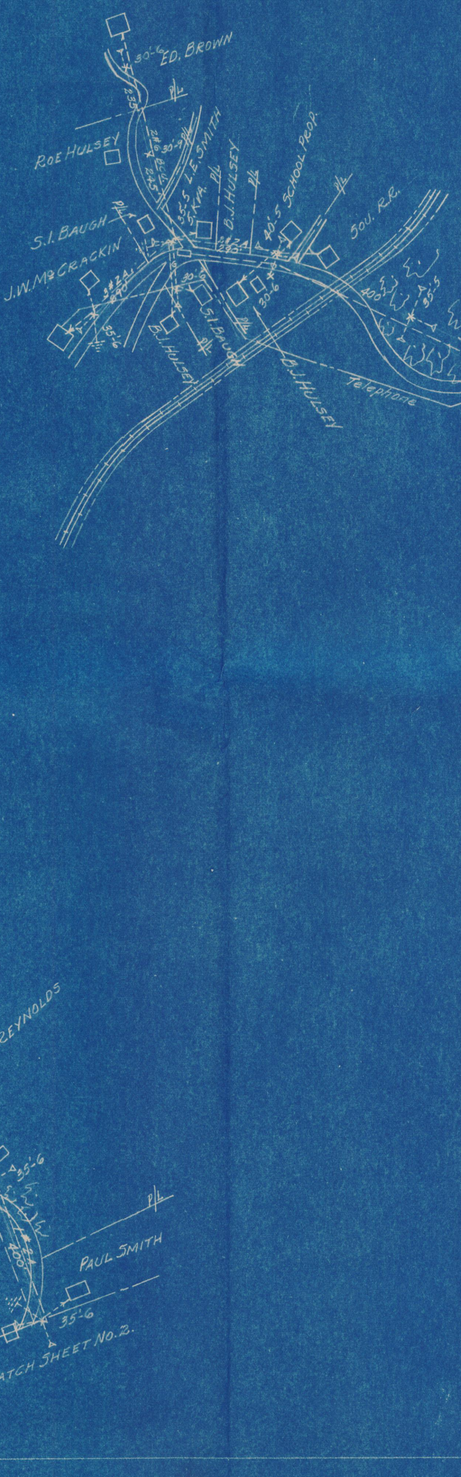
Mrs A. E. Hendrix.

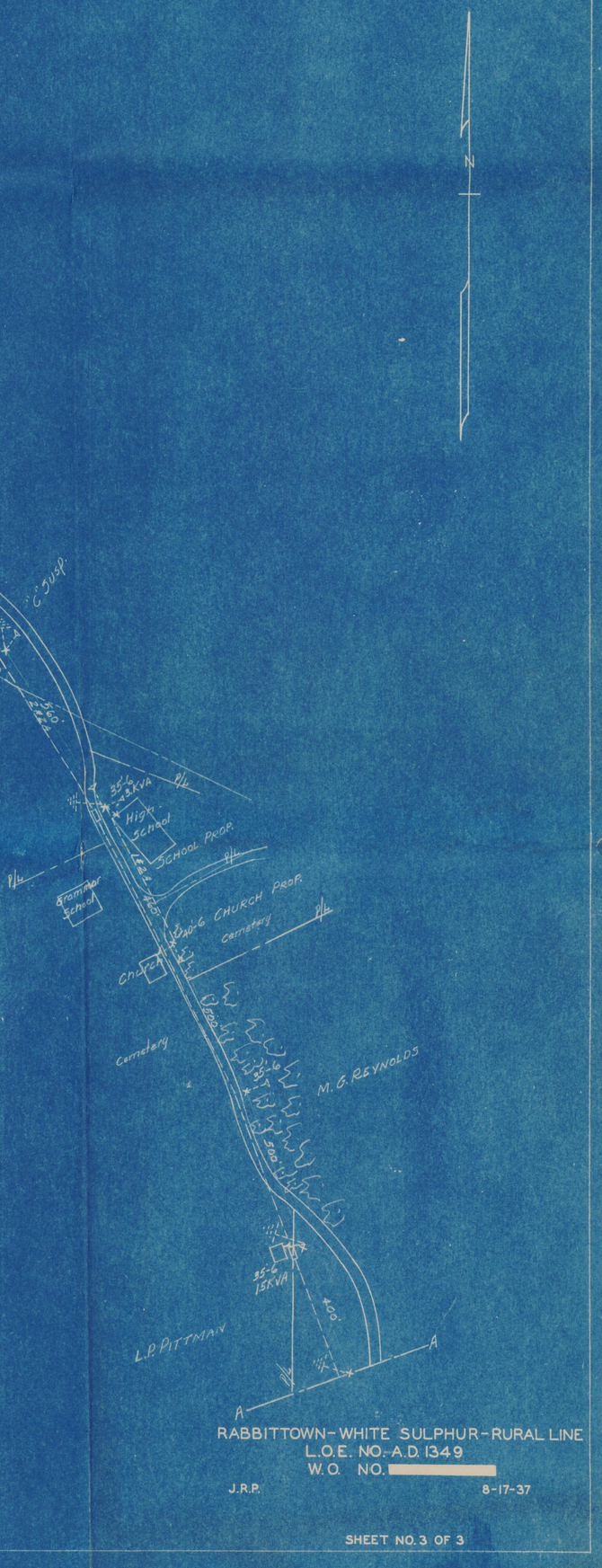
R. M. Fowler

DEED BOOK 77
PAGE 219

This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.







N

RABBITTOWN - WHITE SULPHUR - RURAL LINE
L.O.E. NO. A.D. 1349
W.O. NO. [redacted]

J.R.P. 8-17-37

SHEET NO. 3 OF 3

GAINESVILLE-CORNELIA HIGHWAY RURAL LINE

Hall County

* * * * * * *

HALL COUNTY

Land Dept. File No.		
5465-30	Will Summer	
5465-31	W. D. Marchbanks	5465-31-1 Modane Marchbanks
5465-32	Mrs. B. B. Marchbanks	5465-31-2 A. B. Clark, Jr.
5465-33	Henry H. Estes	5465-31-3 Ralph Miller
5465-34	H. O. Hawkins	5465-31-4 Emory Broom
5465-35	Mrs. Pearl Barton	5465-31-5 L. B. Adams
5465-36	W. A. Jones	5465-31-6 Walter C. Gunter
5465-37	E. W. Jones	
5465-38	Springway Baptist Church	
5465-39	W. B. Sloan	
5465-40	V. C. Adams	
5465-41	Mrs. M. J. Broom	
5465-42	Robert Mote	
5465-43	E. C. Smith	
5465-44	H. J. Crane	
5465-45	I. P. Griffin	
5465-46	C. E. Miller Estate	
5465-47	A. B. Peterson	
5465-48	J. R. Free	
5465-49	W. S, Cain	
5465-49-1	G. B. Smith	
5465-49-2	J. D. Sosebee	
5465-50	W. F. England	
5465-51	Margie Riley and Fletcher Riley	
5465-52	Blue Ridge Resort	
5465-53	Julius M. Hulsey	
5465-54	J. W. Oglesby Estate (White Sulphur Springs)	
5465-55	Paul Smith	
5465-56	E. H. Reynolds	
5465-57	R. J. Ramsey and W. O. Ramsey	
5465-58	M. G. Reynolds	
5465-59	J. C. Harrington	
5465-60	L. Pitman	
5465-61	Air Line Baptist Church	
5465-62	Air Line High School	
5465-63	S. I. Baugh	
5465-64	Mrs. Grace P. Wilson Estate	
5463-62	Air Line High School	
5465-65	B. J. Hulsey	5465-69-1 H. G. Buffington
5465-66	L. E. Smith	5465-69-2 David P. Hall
5465-67	Jasper M. Hulsey	
5465-68	M. E. Browning	
5465-69	J. W. McCrackin	
RS 5465-70	Southern Railway Company (wire crossing)	

Form 2-424-10M -7-23-36

SEC. NO. 64-850

Name of Line [illegible]

Account No. LF 6635

EASEMENT Athens Division
Rabbittown-White Sulphur Rural Line
2023-249 - LOE AD-1349

STATE OF GEORGIA,

HALL COUNTY.

5465-59

Received of GEORGIA POWER Company, hereinafter called the Company, the sum of ONE & 00/100 Dollars ($ 1.00), in consideration of which the undersigned, J. C. HARRINGTON (Name), whose Post Office Address is GAINESVILLE, GA-, does hereby grant and convey to the said Company, its successors and assigns, the right-of-way upon, along and across all that tract of land owned by the undersigned in Land Lot Number ..... of the GAINESVILLE District, ... Section of HALL County, State of Georgia, said lands being bounded on the North by lands of M. G. REYNOLDS, on the South by lands of RAMSEY & NORRIS, on the East by lands of RAMSEY ESTATE, and on the West by lands of L. PITMAN; together with the right, privilege and easement to go in and upon the said tract of land and to construct, operate and maintain perpetually upon said right-of-way its lines for transmitting electric current, with poles, wires and other necessary apparatus and appliances, including the right to stretch telephone and/or telegraph wires on said poles, with all necessary appliances, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said right-of-way by or for said Company shall remain the property of the owner of said timber.

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said J. C. HARRINGTON has hereunto set his hand and seal, this 9th day of SEPT., 1937.

J. C. Harrington (SEAL)

(SEAL)

(SEAL)

Signed, sealed and delivered in the presence of:

J. W. Browning

R. M. Powder

DEED BOOK 77

PAGE 327

This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.

Form 2-121—10M—7-23-36

Gainesville
Arnold

SEQ. NO. 69-855

Name of Line L F 6-633

Account No. .....

EASEMENT

Athens Division
Rabbittown-White Sulphur Rural Line
2023-249 - LOE AD-1349

5465-62

STATE OF GEORGIA,

HALL COUNTY.

Received of GEORGIA POWER Company, hereinafter called the Company, the sum of ONE & 00/100 Dollars ($1.00), in consideration of which the undersigned, AIR LINE HIGH SCHOOL (Name), whose Post Office Address is GAINESVILLE, GA- RT-6, does hereby grant and convey to the said Company, its successors and assigns, the right-of-way upon, along and across all that tract of land owned by the undersigned in Land Lot Number ..... of the GLADE District, ... Section of HALL County, State of Georgia, said lands being bounded on the North by lands of B. J. HULSEY & MRS- GRACE WILSON, on the South by lands of CEMETERY & L. P. PITMAN, on the East by lands of BABE HULSEY, and on the West by lands of S. T. BAUGH; together with the right, privilege and easement to go in and upon the said tract of land and to construct, operate and maintain perpetually upon said right-of-way its lines for transmitting electric current, with poles, wires and other necessary apparatus and appliances, including the right to stretch telephone and/or telegraph wires on said poles, with all necessary appliances, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said right-of-way by or for said Company shall remain the property of the owner of said timber.

ALSO THE RIGHT TO ~~FREE~~ CONSTRUCT A POLE WITH WIRES ETC., ON THE DOMITORY PROPERTY IN THE CITY OF WHITE SULPHUR.

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said AIR LINE HIGH SCHOOL have hereunto set THEIR hand..... and seal....., this ..... day of SEPT-, 1937.

AIR LINE HIGH SCHOOL (SEAL)
BY W. O. Ramsey (SEAL)
BY John C. Harrington (SEAL) Chairman
BY

Signed, sealed and delivered in the presence of:

R. J. Ramsey
R. M. Ford

DEED BOOK 77
PAGE 218

This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.

Form 2-131 10M 4-23-36

SEQ. NO. 69-854

Gainesville

Name of Line Cornelia

Account No. LF 6-635

34

Atlanta Division
Cabbittown-White Sulphur Rural Line
2223-249 - LOE AD-1349

5465-61

EASEMENT

STATE OF GEORGIA,

HALL COUNTY.

Received of GEORGIA POWER Company, hereinafter called the Company, the sum of ONE & 00/100 Dollars ($1.00), in consideration of which the undersigned, AIR LINE BAPTIST CHURCH (Name), whose Post Office Address is GAINESVILLE, GA. RT. 6, does hereby grant and convey to the said Company, its successors and assigns, the right-of-way upon, along and across all that tract of land owned by the undersigned in Land Lot Number ..... of the GLADE District, ... Section of HALL County, State of Georgia, said lands being bounded on the North by lands of AIR LINE HIGH SCHOOL, on the South by lands of M. G. REYNOLDS, on the East by lands of M. G. REYNOLDS, and on the West by lands of L. PITMAN; together with the right, privilege and easement to go in and upon the said tract of land and to construct, operate and maintain perpetually upon said right-of-way its lines for transmitting electric current, with poles, wires and other necessary apparatus and appliances, including the right to stretch telephone and/or telegraph wires on said poles, with all necessary appliances, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said right-of-way by or for said Company shall remain the property of the owner of said timber.

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said AIR LINE BAPTIST CHURCH have hereunto set THEIR hand and seal, this ..... day of SEPT., 1937.

AIR LINE BAPTIST CHURCH (SEAL)
BY J. W. Browning (SEAL)
BY John C. Harrington (SEAL)
BY Julius M. Kirksey

Signed, sealed and delivered in the presence of:
O B Williams
A. M. Fowler

DEED BOOK 77
PAGE 217

This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.

Form 2-424—20M—1-19-37

SEQ. NO. 69-849

Hainesville Cornelia

Name of Line

Account No. 46635

37

EASEMENT

Athens Division
Rabbittown-White Sulphur Rural Line
2023-249 - LOE 4D-1349

STATE OF GEORGIA,

HALL COUNTY.

5465-58

Received of GEORGIA POWER Company, hereinafter called the Company, the sum of ONE & 00/100 Dollars ($ 1.00), in consideration of which the undersigned, M. G. REYNOLDS (Name), whose Post Office Address is GAINESVILLE, GA-RT-6, does hereby grant and convey to the said Company, its successors and assigns, the right-of-way upon, along and across all that tract of land owned by the undersigned in Land Lot Number ..... of the GLADE District, ... Section of HALL County, State of Georgia, said lands being bounded on the North by lands of AIR LINE CHURCH PROP., on the South by lands of MRS. JOE RAMSEY, on the East by lands of J. M. HULSEY, and on the West by lands of JOHN HARRINGTON; together with the right, privilege and easement to go in and upon the said tract of land and to construct, operate and maintain perpetually upon said right-of-way its lines for transmitting electric current, with poles, wires and other necessary apparatus and appliances, including the right to stretch telephone and/or telegraph wires on said poles, with all necessary appliances, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said right-of-way by or for said Company shall remain the property of the owner of said timber.

THE COMPANY AGREES TO SHIFT SAID LINE, IF SAME INTERFERES WITH ANY DWELLING THAT MR. REYNOLDS MAY BUILD ON THE SOUTH WEST CORNER OF SAID PROPERTY.

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said M. G. REYNOLDS has hereunto set his hand and seal, this 8th day of SEPT., 1937.

M. G. Reynolds (SEAL)

(SEAL)

(SEAL)

Signed, sealed and delivered in the presence of:

Kinney Martin

R. M. Powder

DEED BOOK 77

PAGE 242

This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.

33

DATE$$S TIME$$S $PRF8S $DGNS PROJECT NO.
$USER$ $$PENTABLE$$ 18095.001

1.01
1
50'
1166060
15-1
65/2
1166060
15-1
3-397ACSR+
4/0ACSRN
2
BEGIN R/W ACQUISITION
STA 140+00.00
N 1584783.726
E 2418045.458
45'
60/2
2.01
3-397ACSR+
4/0ACSRN
P1 140+66.89
BEGIN OUTSIDE LANE WIDENING
STA 141+50.00
BEGIN C&G TP2
TIE TO EXISTING
P.I. NO. 1162100
STA 141+50.00
24.00' LT
BEGIN C&G TP2
BEGIN 10' SHARED
USE PATH
STA 141+73.38
11.00' RT
BEGIN FULL DEPTH
TIE TO EXISTING
P.I NO. 1162100
SAT 141+50.00 LT
140+00
141+00
142+00
143+00
138+00
139+00
DE10080
DE10010
EXIST. R/W
REQ'D R/W
WHITE SULPHUR ROAD
CURVE #01
90°00'00.0"
02
N/F
THE WILEY HEYWARD COLEY TRUST
STA 143+50.00
N 1584749.933
E 2418388.858
3.01
3
45'
261
15-1
10
BEGIN PROJECT
18095.001
HALL COUNTY
STA 141+00.00
WHITE SULPHUR ROAD
65/2
261
15-1
A-1
IRRIGATION CONTROL VALVE
3-397ACSR+
4/0ACSRN
BEGIN FULL DEPTH
TIE TO EXISTING
P.I. NO. 1162100
SAT 141+83.07 RT
03
N/F
PATRICIA C PUCKETT
CURVE# 01
PI 140+66.89
N 1,584,903.6594
E 2,418,048.2863
Δ 66°32'18.1" (RT)
D 09°32'57.47"
T 393.66'
L 696.79'
R 600.00'
E 117.62'
ed 0.0%
D.S. 35 mph
01
N/F
CAROL ANN BROWN TRUSTEE

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

HALL COUNTY
GEORGIA

ATLAS
2450 Commerce Avenue
Suite 100
Duluth, Georgia 30096
770.263.5945

SCALE IN FEET
0 20 40 80

REVISION DATES

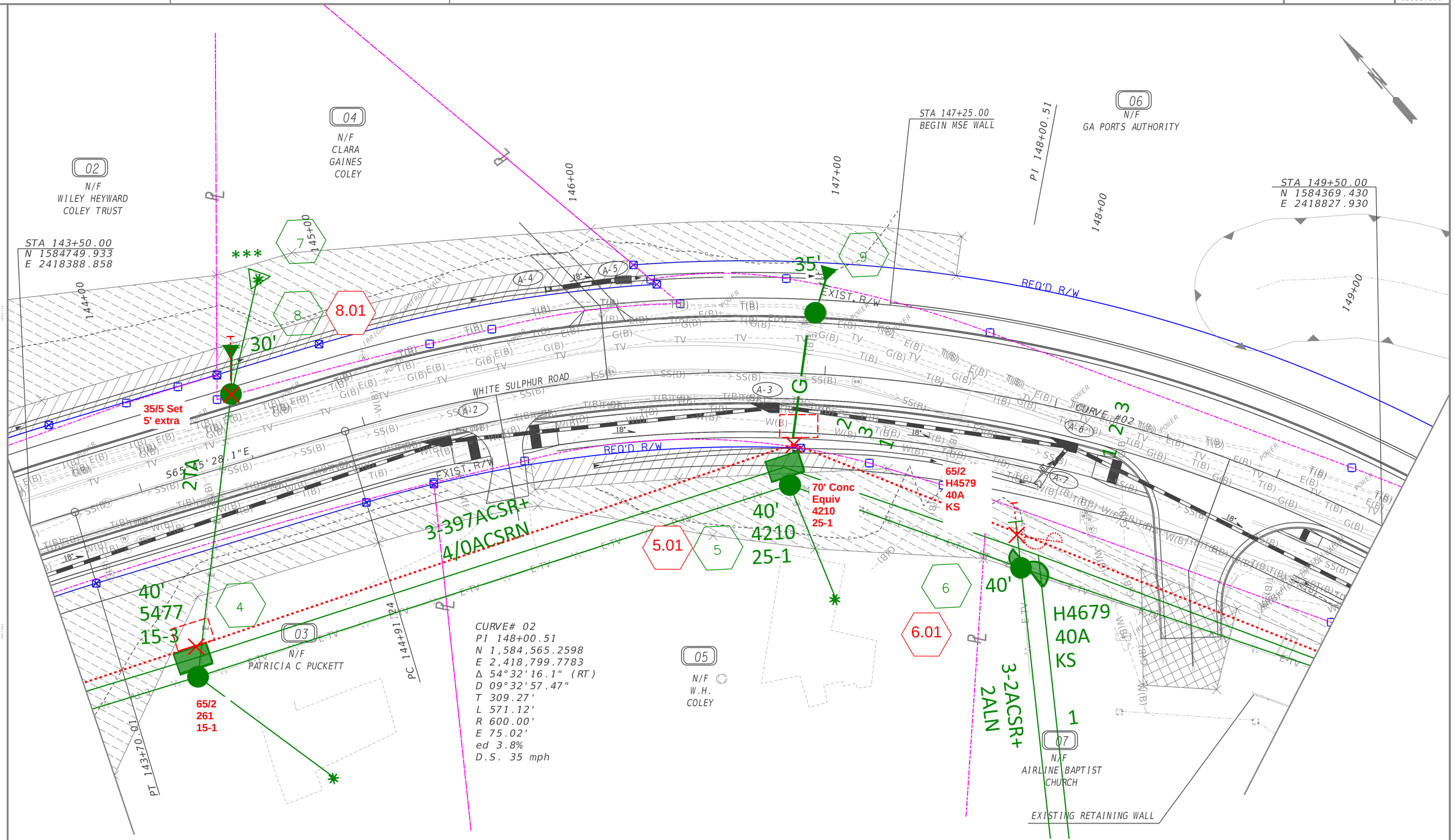
UTILITY PLANS
WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

CHECKED: DATE:
BACKCHECKED: DATE:
CORRECTED: DATE:
VERIFIED: DATE:

DRAWING No.
24-0001

GPLN-CE
11/05/2020

DATE$$S | TIME$$S | $PRF8S | DGN | PROJECT NO.
$USER$ | $$PENTABLE$$ | | 18095.001



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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

HALL COUNTY
GEORGIA

ATLAS
2450 Commerce Avenue
Suite 100
Duluth, Georgia 30096
770.263.5945

SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS
WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

CHECKED: | DATE:
BACKCHECKED: | DATE:
CORRECTED: | DATE:
VERIFIED: | DATE:

DRAWING No.
24-0002

GPLN-CE
11/05/2020

DATE$$$ TIME$$$ $PRF8$ DGN PROJECT NO.
$USER$ $$PENTABLE$$ 18095.001

08
N/F
GAINESVILLE & HALL CO
DEVELOPMENT

12
30'
NSA
4/0TA
13
09
N/F
BUSKER ENTERPRISES LLC
35'
NSA
4/0UTA

STA 149+50.00
N 1584369.430
E 2418827.930

STA 149+68.00
BEGIN P-WALL
END MSE WALL

150+00
151+00
152+00
153+00
154+00
155+00

RL

REQ'D R/W
REQ'D R/W
EXIST. R/W

4/0QA
11.01
40'
262
3-25
120/208
11
PC 153+22.01
1/0ALTPX

STA 153+34.88
END P-WALL
BEGIN MSE WALL

EXISTING
RETAINING WALL

STA 155+50.00
N 1583792.167
E 2418984.121

3-397ACSR+
4/0ALN
STA 154+82
BEGIN P-WALL
END MSE WALL

123
30'
17
4DA
10
45'
10
EXIST. R/W
A-10
90'
3-397ACSR
4/0AN
60/2
262 3-25
120/208
A-15A
WHITE SULPHUR ROAD
CURVE #03
110'
3-397ACSR
4/0AN
225'
3-397ACSR
4/0AN

CURVE #02
S11°13'17"W 9"E
A-9
A-11
10.01
3-2ACSR+
2ACSR/A
EXIST. R/W
REQ'D R/W
DET0088
10.02
3-397ACSR+
4/0ALN
70'
Conc
Equiv
4' Fill
215'
3-397ACSR
4/0AN
70/2
STA 153+19.35
BEGIN RETAINING WALL
AD8472 40'
15A
KS
80'
3-397ACSR
4/0AN
14
14.02
45/2
STA 153+92.55
END RETAINING WALL
16
35'
70 Conc
Equiv
AD8472
15A
KS
14.01

MATCH LINE STA. 149+50.00 DRAWING No. 24-0002
MATCH LINE STA. 155+50.00 DRAWING No. 24-0004
PT 150+62.36
PI 154+77.28
15"CIFI DPP
F/L=1169.21
15"CIFI DPP
F/L=1169.32

CURVE# 02
PI 148+00.51
N 1,584,565.2598
E 2,418,799.7783
Δ 54°32'16.1" (RT)
D 09°32'57.47"
T 309.27'
L 571.12'
R 600.00'
E 75.02'
ed 3.8%
D.S. 35 mph

CURVE# 03
PI 154+77.28
N 1,583,854.9086
E 2,418,940.6891
Δ 20°42'17.9" (LT)
D 06°44'26.45"
T 155.28'
L 307.16'
R 850.00'
E 14.07'
ed 3.2%
D.S. 35 mph

07
N/F
AIRLINE BAPTIST
CHURCH

15
8491
37.5-1
NSA
EXISTING RETAINING WALL

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

HALL COUNTY
GEORGIA

ATLAS
2450 Commerce Avenue
Suite 100
Duluth, Georgia 30096
770.263.5945

SCALE IN FEET
0 20 40 80

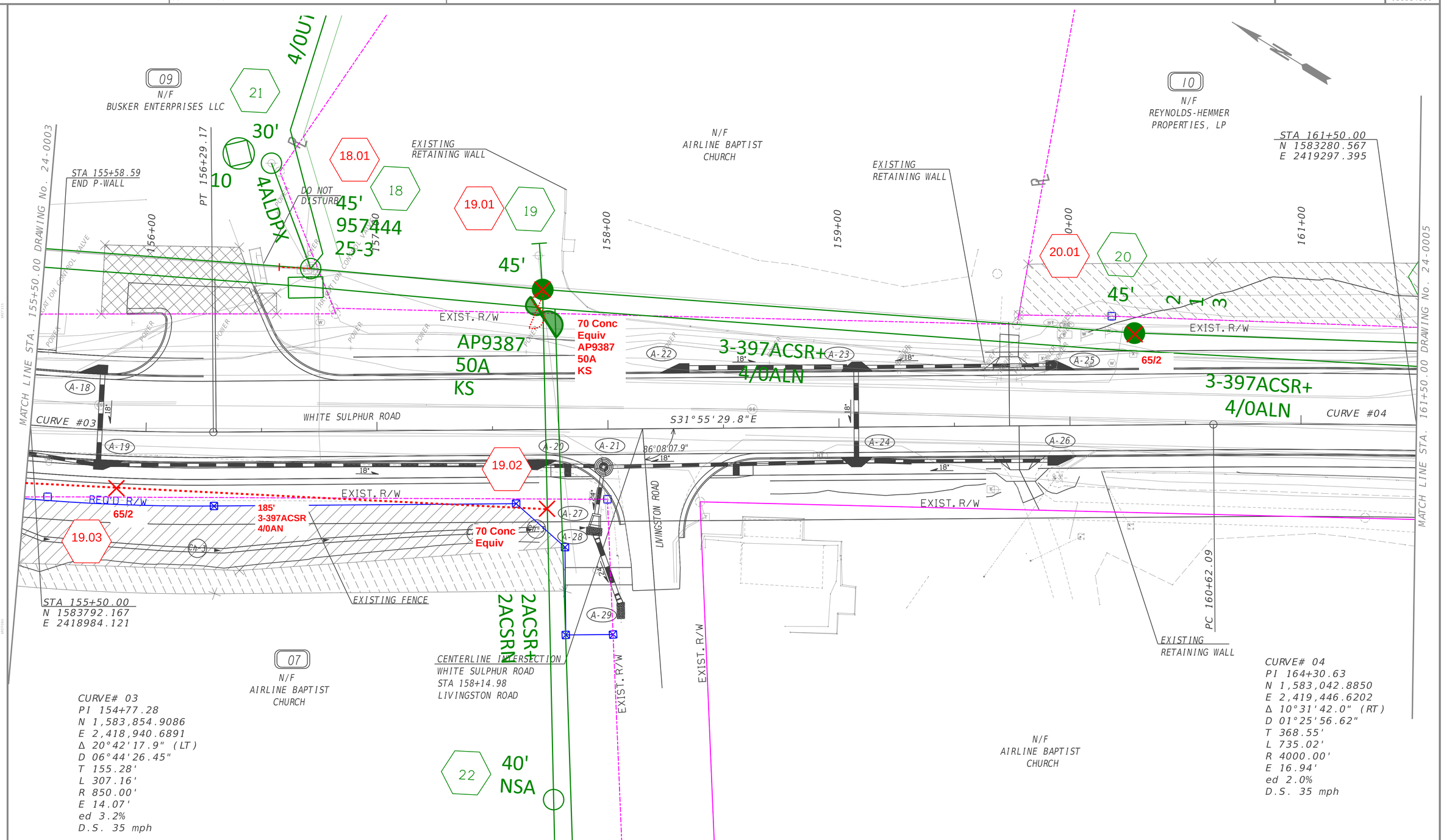
REVISION DATES

UTILITY PLANS
WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

CHECKED: DATE:
BACKCHECKED: DATE:
CORRECTED: DATE:
VERIFIED: DATE:
DRAWING No.
24-0003

GPLN:CE
11/05/2020

DATESSS | TIMESSS | SPRF8S | SDGNS | PROJECT NO.
SUSERS | SSPENTABLESS | 18095.001



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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

HALL COUNTY
GEORGIA

ATLAS
2450 Commerce Avenue
Suite 100
Duluth, Georgia 30096
770.263.5945

SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS
WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

CHECKED: DATE:
BACKCHECKED: DATE:
CORRECTED: DATE:
VERIFIED: DATE:

DRAWING No.
24-0004

GPLN-CE
11/05/2020

DATE$$S | TIME$$S | $PRF8S | $DGNS | PROJECT NO.
$USER$ | $$PENTABLE$$ | | | 18095.001

CURVE# 04
PI 164+30.63
N 1,583,042.8850
E 2,419,446.6202
Δ 10°31'42.0" (RT)
D 01°25'56.62"
T 368.55'
L 735.02'
R 4000.00'
E 16.94'
ed 2.0%
D.S. 35 mph

10
N/F
REYNOLDS-HEMMER
PROPERTIES, LP

13
N/F
REYNOLDS-HEMMER
PROPERTIES, LP

3-1000ALLC
EXIST. R/W
3-1/0AXNJ
EXIST. R/W
AM9474
65A
KS
50'
AK5201
RC
50'
23
24
29
35'
1/0TA
DO NOT DISTURB
WHITE HALL ROAD
90°00'00.0"
BEGIN SHOULDER
END C&G TP2
STA 162+89.21
22.00' LT
BEGIN TAPER
STA 165+04.97
22.00' RT
END TAPER
STA 166+50.00
30.00' RT
PI 164+30.63
162+00
163+00
164+00
165+00
166+00
167+00
CURVE# 04
3-397ACSR+
4/0ACSRN
WHITE SULPHUR ROAD
B-1
B-2
B-3
18"
EXIST. R/W
25
45'
3-397ACSR+
4/0ACSRN
BEGIN SHOULDER
END C&G TP2
STA 167+50.00
30.00' RT
EXIST. R/W
STA 167+50.00
N 1582743.497'
E 2419563.631'
11+00
AR9058
40A
KS
11
N/F
QUIKTRIP
CORPORATION
12
N/F
QUIKTRIP
CORPORATION
EXISTING
RETAINING WALL
BEGIN TAPER
STA 161+54.73
11.00' RT
CENTERLINE INTERSECTION
WHITE SULPHUR ROAD
STA 162+39.66
WHITE HALL ROAD
STA 161+50.00
N 1583280.567
E 2419297.395
N/F
AIRLINE BAPTIST
CHURCH
MATCH LINE STA. 161+50.00 DRAWING No. 24-0004
MATCH LINE STA. 167+50.00 DRAWING No. 24-0006
MATCH LINE STA. 11+50.00 DRAWING No. 24-0008

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

HALL COUNTY
GEORGIA

ATLAS
2450 Commerce Avenue
Suite 100
Duluth, Georgia 30096
770.263.5945

SCALE IN FEET
0 20 40 80

REVISION DATES

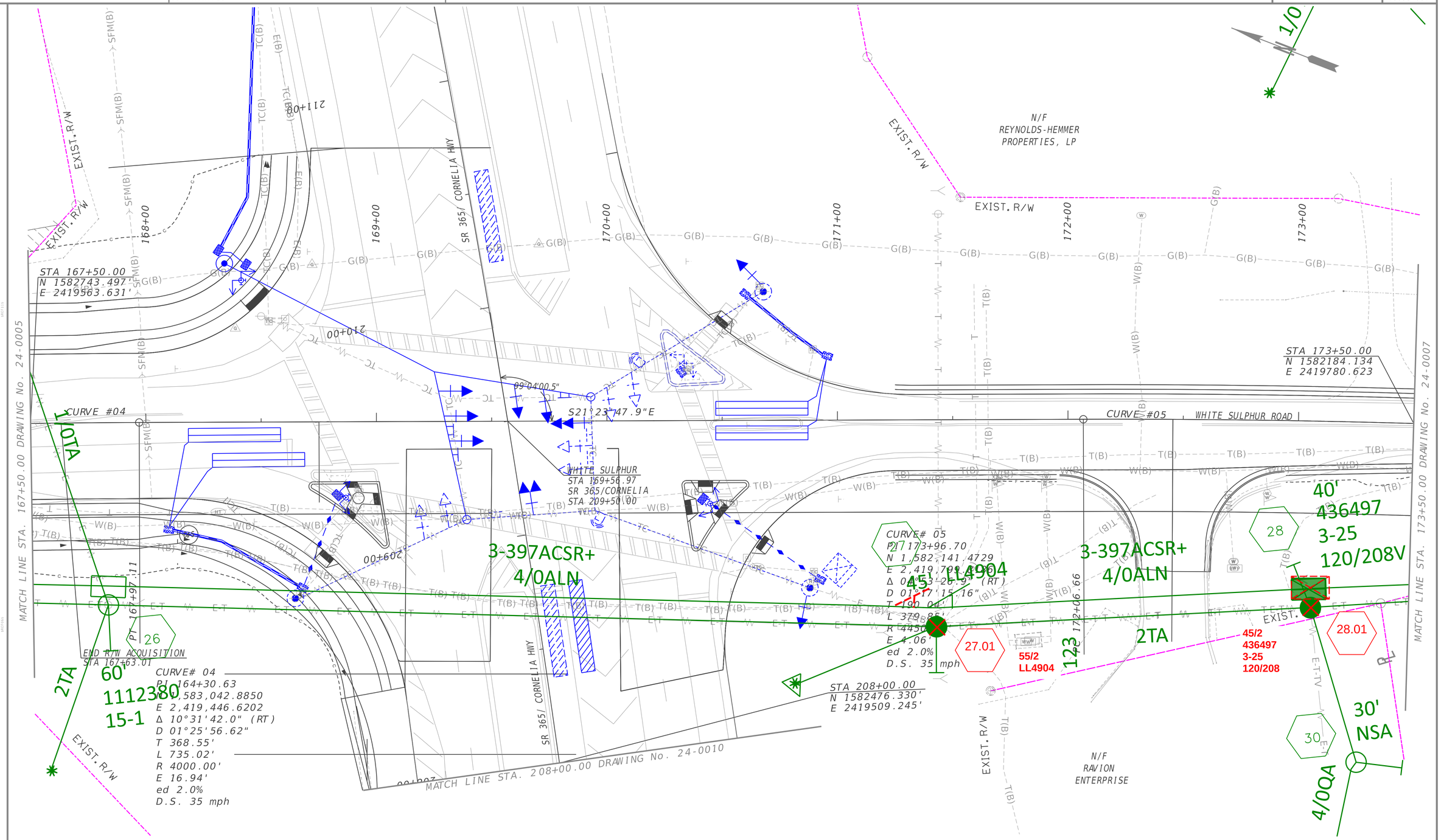
UTILITY PLANS
WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

CHECKED: DATE:
BACKCHECKED: DATE:
CORRECTED: DATE:
VERIFIED: DATE:

DRAWING No.
24-0005

GPLN-CE
11/05/2020

DATE$$S | TIME$$S | $PRF8S | DGN | PROJECT NO. 18095.001
$USER$ | $$PENTABLE$$



PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	EXISTING LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	EXISTING LIMIT OF ACCESS & R/W
EASEMENT FOR CONSTR OF DRIVES	REQ'D LIMIT OF ACCESS & R/W
	ORANGE BARRIER FENCE
	ESA - ENV. SENSITIVE AREA

HALL COUNTY GEORGIA

ATLAS
2450 Commerce Avenue
Suite 100
Duluth, Georgia 30096
770.263.5945

SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS
WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

CHECKED:		DATE:		DRAWING No.
BACKCHECKED:		DATE:		24-0006
CORRECTED:		DATE:		
VERIFIED:		DATE:		

GPLN-CE
11/05/2020

DATE$$S | TIME$$S | $PRF8S | DGN | PROJECT NO. 18095.001

$USER$ | $$PENTABLE$$

STA 173+50.00
N 1582184.134
E 2419780.623

MATCH LINE STA. 173+50.00 DRAWING No. 24-0006

PI 173+96.70

174+00

175+00

176+00

177+00

178+00

179+00

N/F
REYNOLDS-HEMMER
PROPERTIES, LP

33

34

31

3

2ACSR+
2ALN

40'

BEGIN MILLING & OVERLAY
TIE TO EXISTING
STA 174+34.21

2ACSR+
2ALN

30'

END PROJECT
18095.001
HALL COUNTY
STA 176+00.00
WHITE SULPHUR ROAD

EXIST. R/W

2TA+G

30'

2TA

N 1581610.751'
E 2419957.084'

CURVE #05

WHITE SULPHUR ROAD

S16°30'21.0"E

H4677
30A
KS

175+86.51

END MILLING & OVERLAY
TIE TO EXISTING
STA 175+19.80

3-397ACSR+
4/0ALN

EXIST. R/W

45'
260
15-3

1 2 3

N/F
REYNOLDS-HEMMER
PROPERTIES, LP

CURVE# 05
PI 173+96.70
N 1,582,141.4729
E 2,419,799.8186
Δ 04°53'26.9" (RT)
D 01°17'15.16"
T 190.04'
L 379.85'
R 4450.00'
E 4.06'
ed 2.0%
D.S. 35 mph

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

HALL COUNTY
GEORGIA

ATLAS
2450 Commerce Avenue
Suite 100
Duluth, Georgia 30096
770.263.5945

SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS
WHITE SULPHUR ROAD AT SR 365
WIDENING AND INTERSECTION IMPROVEMENT

CHECKED: | DATE:
BACKCHECKED: | DATE:
CORRECTED: | DATE:
VERIFIED: | DATE:

DRAWING No.
24-0007

GPLN-CE
11/05/2020

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 582/2025

SUBJECT: Approval and authorization for the Chairman to execute Amendment #1 to IFB# 062-43 Construction of a Roundabout at the McEver Road and Lights Ferry Road Intersection for Public Works & Utilities to allow for a quantity-based payment method, adding a substantial and final completion date to the contract, subject to review and approval by the County Attorney. The revised estimated total cost is $3,201,999.25.

Meetings:

Work Session Date: 10/06/25

Voting Meeting Date: 10/07/25

Executive Summary:

Presenter: JW

Recommendation:
Approve.

Purpose of Request:

Approval and authorization for the Chairman to execute Amendment #1 to IFB# 062-43 Construction of a Roundabout at the McEver Road and Lights Ferry Road Intersection for Public Works & Utilities to allow for a quantity-based payment method, adding a substantial and final completion date to the contract, subject to review and approval by the County Attorney. The revised estimated total cost is $3,201,999.25.

History:
Due to design revisions and revised quantity amounts, a revision of project costs is below:

1. Original Contract Amount (Lump Sum)/PO# 20240607 = $2,483,687 (includes $37,396.78 P&P bonds)
2. Amended Contract Amount (Includes Original Bond Credit paid by Hall) (Quantity Based) = $3,201,999.25
3. No substantial or final completion date was specified in the original contract terms - New substantial completion date of July 31, 2026 and final completion date of October 31, 2026 has been added

Facts and Issues:

Options:

Due to changes required for the construction of the Lights Ferry @ McEver Rd. Roundabout (IFB 062-43; PO# 20240607), we will need to process a contract amendment/change order switching the payment method from lump sum to quantity based, increasing the total contract/PO amount, and adding/clarifying a substantial and final completion date.

Funding Requested	$ 3,201,999.25
Are funds within current budget?	Yes
Source of Funds	SPLOST VII & 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?	2025-10-07

Approvals:

Buyer	Submit	Approve	Purchasing
JD	JW	JS	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:
Financial Supplement
Signature Authorization Request
Amendment 1
Original Contract 062-43 signed

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 582/2025

Funds Requested: $ 3,201,999.25

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VII & SPLOST VIII

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	323-SPLOST VII	4971-ENGINEERING	541400-INFRASTRUCTURE	$699,000.00
2026	324-SPLOST VIII	4971-ENGINEERING	541400-INFRASTRUCTURE	$1,759,872.51
2026	324-SPLOST VIII	4971-ENGINEERING	541400-INFRASTRUCTURE	$743,126.74

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BC

Phone: (770) 531-6800

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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: September 24, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 062-43

Bid/Contract Name: Construction of the Lights Ferry Rd at McEver Rd Roundabout Amendment 1

Department(s) Requesting Contract: Public Works and Utilities

Award Recipient Name: Chattahoochee Group, Inc.

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: N/A

☒ Price Increase Requested Increase: $671,483.70

☒ Project/Service Contract FY 26 Estimated Amount:$3,201,999.25

☐ Product Contract Estimated Amount:

Comment:

Due to changes required for the construction of the Lights Ferry at McEver Rd. Roundabout (IFB 062-43; PO# 20240607), we will need to process a contract amendment/change order switching the payment method from lump sum to quantity based, increasing the total contract/PO amount, and adding/clarifying a substantial and final completion date.
The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

FIRST AMENDMENT TO CONTRACT NO. 062-43

Construction of a Roundabout at the McEver Road and Lights Ferry Road Intersection

IFB# 062-43

THIS FIRST AMENDMENT TO CONTRACT NO. 062-43 (this "***Amendment***") is made and entered into as of the _____day of _____, 2025 ("***Effective Date***"), between **HALL COUNTY**, a political subdivision of the State of Georgia ("County"), and **CHATTAHOOCHEE GROUP, INC.** ("***Contractor***"), collectively, the "***Parties***".

WITNESSETH THAT:

WHERAS, the Parties have made and entered into that certain Contract Agreement, dated as of September 28, 2023, regarding certain construction services provided by contractor to County (the "***Agreement***"); and

WHERAS, the Parties desire to amend the terms and conditions of the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of the foregoing, the public purposes, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby do mutually agree to amend the Agreement as follows:

A. **Amendment to Article #102 – Contract, B. Compensation.** The Agreement is hereby modified and amended by replacing "Exhibit C – Mandatory Cost Proposal Worksheet" with the Revised Cost Proposal Worksheet included in this Amendment as Exhibit A.

B. **Amendment to Article #102 – Contract, B. Compensation.** The Agreement is hereby modified and amended by replacing "Exhibit C – Mandatory Cost Proposal Worksheet, which shall serve as the Guaranteed Maximum Price Lump-Sum Cost" with the following language:

   a. "Exhibit C – Mandatory Revised Cost Proposal Worksheet, which shall serve as the Guaranteed Maximum Price of $3,226,813.25 for Quantity-Based Cost".

C. **Amendment to Article #105 – Contract Term.** The Agreement is hereby modified and amended by adding and clarifying the following terms:

   a. "Until substantial completion on or before July 31, 2026, final completion on or before October 31, 2026".

NOW, THEREFORE, except as expressly modified and amended by this Agreement, the Agreement is and shall remain in full force and effect. The Parties hereby ratify and confirm the Agreement as modified herein.

CHATTAHOOCHEE GROUP, INC.

By: _____

Title: CEO

Printed Name: Megan Thomas

Sworn and subscribed before me this
24 day of September, 2025.

Notary Public: _____

Notary Commission expires: 6/2/2026

TAMARA NORSWORTHY
Notary Public
Hall County, Georgia
My Commission Expires
June 2, 2026

HALL COUNTY
BOARD OF COMMISSIONERS

By: David Gibbs, Chairman

ATTESTATION
Board of Commissioners Clerk

(COUNTY SEAL)

Approved as to form:

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

EXHIBIT A

REVISED "EXHIBIT C – MANDATORY COST PROPOSAL"

PRICE PROPOSAL COST WORKSHEET

Lights Ferry Roundabout Extended Pricing Below

Company Name: Chattahoochee Group, Inc.

Bidder's Name: Adam Dowdy

Bidder's Signature:

Date: 22-Sep-25

Lights Ferry Roundabout Project

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	DOLLAR AMOUNT
647-0205	TRAFFIC SIGNAL INSTALLATION, TEMPORARY (4)	MO	4	$ 13,104.00	$ 52,416.00
150-0006	MAINT OF TRAF, TEMP GROUND MOUNTED SIGN, FLASHING BEACON	MO	4	$ 432.00	$ 1,728.00
163-0232	TEMPORARY GRASSING	AC	4	$ 2,400.00	$ 9,600.00
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAMS, TYPE S SILT FENCE	LF	320	$ 3.78	$ 1,209.60
163-0541	CONCTRUCT AND REMOVE ROCK DAM / FILTER RING	EA	4	$ 800.00	$ 3,200.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	16	$ 250.00	$ 4,000.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE C SILT FENCE	LF	4236	$ 3.00	$ 12,708.00
165-0041	MAINTENANCE OF HAY BAIL CHECK DAMS	LF	145	$ 5.00	$ 725.00
165-0105	MAINTENANCE INLET SEDIMENT TRAP	EA	16	$ 250.00	$ 4,000.00
165-0110	MAINTENANCE OF THE ROCK DAM / FILTER RING	EA	4	$ 500.00	$ 2,000.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	2	$ 1,020.00	$ 2,040.00
167-1500	WATER QUALITY INSPECTIONS	MO	18	$ 1,020.00	$ 18,360.00
171-0030	TEMPORARY SILT FENCE, TYPE S	LF	4556	$ 3.78	$ 17,221.68
210-0100	GRADING COMPLETE	LS	1	$ 434,626.00	$ 434,626.00
310-5100	10" GRADED AGGREGATE BASE	TN	2532	$ 60.00	$ 151,920.00
	4" ASPHALTIC CONCRETE 24 MM SUPERPAVE BINDER	TN	1337	$ 180.00	$ 240,660.00
400-1500	2" ASPHALTIC CONCRETE 19 MM SUPERPAVE	TN	669	$ 180.00	$ 120,420.00
400-1496	1.5" ASPHALTIC CONCRETE 12.5 MM SUPERPAVE	TN	501	$ 198.00	$ 99,198.00
413-0750	TACK COAT	GL	912	$ 4.20	$ 3,830.40
610-0011	REM EXISTING CONC DRIVEWAY PAVING	SY	281	$ 30.75	$ 8,640.75
441-0204	PLAIN CONC FLUME PAVING 4"	SY	10	$ 216.00	$ 2,160.00
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	1470	$ 47.00	$ 69,090.00
550-1180	STORM DRAIN PIPE, 18 IN, RCP	LF	296	$ 635.00	$ 187,960.00
550-1240	STORM DRAIN PIPE, 24 IN, RCP	LF	323	$ 680.00	$ 219,640.00
550-4218	FLARED END SECTION 18 IN STORM DRAIN	EA	2	$ 5,691.00	$ 11,382.00
550-4224	FLARED END SECTION 24 IN STORM DRAIN	EA	2	$ 7,344.00	$ 14,688.00
603-2036	STN DUMPED RIP RAP, TP 1, 36 IN	SY	66	$ 65.00	$ 4,290.00

611-8050	PROPOSED SANITARY SEWER MANHOLE	EA	1	$	19,800.00	$	19,800.00
632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE TP 3 (x 3)	MO	4	$	5,400.00	$	21,600.00
634-1200	RIGHT OF WAY MARKERS	EA	TBD	$	350.00		
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	EA	12	$	360.00	$	4,320.00
636-2070	GALV STEEL POSTS, TP 7	EA	12	$	252.00	$	3,024.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	TBD	$	3.36		
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	3486	$	1.98	$	6,902.28
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	2803	$	1.98	$	5,549.94
653-1706	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, YELLOW	LF	208	$	19.20	$	3,993.60
653-4501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	LF	132	$	1.68	$	221.76
441-0770	RAISED CONCRETE ISLANDS, 12 IN, STAMPED CONCRETE	SY	279	$	246.00	$	68,634.00
441-0770	STAMPED CONCRETE ISLAND & APRON, 6 IN, WITH 4X4 WELDED WIRE MESH	SY	770	$	170.00	$	130,900.00
668-1100	CATCH BASIN, CURB INLET (per grate, not per structure)	EA	12	$	16,136.00	$	193,632.00
668-1100	CATCH BASIN, WEIR INLET	EA	5	$	12,445.00	$	62,225.00
668-5000	STORM SEWER, JUNCTION BOX	EA	1	$	11,270.00	$	11,270.00
660-0008	SANITARY SEWER PIPE, 8 IN, SDR-26 PVC	LF	171	$	330.00	$	56,430.00
660-0004	SANITARY SEWER FORCEMAIN PIPE, 4 IN, C900 PVC	LF	640	$	180.00	$	115,200.00
670-1120	WATER MAIN, 12 IN, DUCTILE IRON PIPE - EXCLUDE	LF	562		N/A		
670-1080	WATER MAIN, 8 IN, DUCTILE IRON PIPE - EXCLUDE	LF	108		N/A		
700-6910	PERMANENT GRASSING	AC	2	$	3,600.00	$	7,200.00
700-7000	AGRICULTURAL LIME (perm grass)	TN	5	$	690.00	$	3,450.00
700-8000	FERTILIZER MIXED GRADE (grass)	TN	0.25	$	1,310.00	$	327.50
700-8100	FERTILIZER NITROGEN CONTENT	LB	87	$	1.98	$	172.26
716-2000	EROSION CONTROL MATS, SLOPES	SY	778	$	1.80	$	1,400.40
610-2585	REMOVE EXISTING ASPHALT PAVEMENT	SY	4186	$	30.28	$	126,752.08
	JACK AND BORE CASING (SIZE): 12" - 0.25" steel	LF	60	$	1,020.00	$	61,200.00
	TEMPORARY PAVING	TN	750	$	180.00	$	135,000.00
	ROADWAY LEVELING	TN	1500	$	198.00	$	297,000.00
	TRAFFIC CONTROL (FOR TEMP LANE CLOSURES)	LS	1	$	192,895.00	$	192,895.00

SUM TOTAL =	$	3,226,813.25
Credit - Originally Paid Bond Amount =	$	(24,814.00)
OVERALL TOTAL =	$	3,201,999.25

Notes: • price does not include any water demo / relocation

HALL COUNTY
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GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #062-43

For the provision of

CONSTRUCTION OF A ROUNDABOUT

At the McEver Road and Lights Ferry Road Intersection

ARTICLE #101 - INTRODUCTION

This Contract for the turnkey construction of all the improvements at the McEver Road and Light Ferry Road Intersection as shown on Attachment #001 – Construction Plans. (hereinafter "Services") as entered into on 09/28/2023, is by and between; Hall County, Georgia (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Chattahoochee Group, Inc, located at 220 Carter Street, Clermont, GA 30527 (hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

This Contract is the result of the competitively bid **IFB #062-43**, the Bidder's bid response, the Scope of Work, Exhibits, Attachments, and references are all incorporated herein by reference. Therefore, in consideration of the terms, conditions, and mutual promises contained herein, expressed by a valid offer and acceptance, the receipt and sufficiency of which both 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**, at the location described and services as described in IFB #062-43 and the bidder's response.

B. COMPENSATION: County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled **Exhibit C – Mandatory Cost Proposal Worksheet,** which

shall serve as the Guaranteed Maximum Price Lump-Sum Cost. All payments are in arrears, as the County does not pay for Services not yet rendered.

C. **Price Escalation Clause.** - Reserved

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

Jorge A. Gomez, P.E.
Assistant Public Works Director
Hall County Community Development
And Infrastructure
Jorge.gomez@hallcounty.org
Ph: (770) 531-6800

COUNTY ISSUING OFFICER

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

CONTRACTOR'S CONTACT INFO

Jacob Gailey
COO
Chattahoochee Group, Inc.
220 Carter Street
Clermont, GA 300527
jwgailey@chatgroupinc.com
(770) 983-7004

REMIT-TO ADDRESS

Same

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

Until substantial, completion, and all sub-contractor(s) and material suppliers' liens are satisfied.

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:

Either party may terminate this Contract by providing thirty (30) 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 thirty (30) 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 satisfactory performance of the Contract is substantially endangered or that a 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 of time 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. Immediately return to the County any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** – One-Thousand Dollars ($1,000.00) per calendar day past three-hundred calendar days term period until substantial completion.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior 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 to issue a written Stop Work Order at any time to require the Contractor cease any procedure, or the use of any equipment materials or chemicals considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible.

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 WORK* 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

B. **Insurance Certificates and General Requirements.** No Contract performance shall occur unless and until the County receives required insurance certificates.

The insurance certificate must reference the Contract number assigned by the County and document that the liability coverage purchased by the Contractor includes contractual liability coverage to insure the indemnity agreement as stated herein.

C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this section shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.

D. **Waiver of Subrogation.** There is no waiver of subrogation rights by either Party with respect to insurance.

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.

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 Work 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 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 and location 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, which includes release of any liens from all sub-contractors and material providers.

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 withhold 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 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 – BID, PERFORMANCE AND PAYMENT BONDS

A Bid Bond is required in the amount of the bidder's Cost Proposal. Such bid bond shall secure the faithful acceptance by the bidder or proposer of a bid or proposal award and shall be issued for the protection of the county.

After Notice of Award is given, Contractor must furnish to the County a Performance Bond equal to one-hundred percent (100%) of the Contract's total initial term dollar amount, and additionally a Payment Bond equal to one-hundred percent (100%) of the total awarded dollar amount. After receipt of the bonds, the County will issue a Notice-to-Proceed. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to 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. All bonds must be of a forfeiture type.

ARTICLE #124 – RETAINAGE

The County will retain funds 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 and issuance of Occupancy Permit by 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 RFQ/P documents and the bidder's response, are-herein-incorporated into this contract by reference.

EXHIBIT C - Mandatory Cost Proposal

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:

Chattahoochee Group, Inc.

By: _____

Title: COO

Print Name: JACOB W. GAILEY

Sworn to and subscribed before me this

1st Day of September, 2023

Notary Public: _____

Notary commission expires: 11/13/23

[Locus Sigilli]

MEGAN L THOMAS NOTARY PUBLIC HALL COUNTY, GEORGIA

HALL COUNTY, GEORGIA

By: _____

Richard Higgins, Chairman
Hall County Board of Commissioners

Attestation: _____
County Clerk

BOARD OF COMMISSIONERS HALL COUNTY GA DEC. 15, 1818

APPROVED AS TO FORM:

_____
William J. Linkous III, County Attorney

EXHIBIT C

IFB # 062-43

CONSTRUCTION OF A ROUNDABOUT

MANDATORY COST PROPOSAL WORKSHEET

Company Name: Chattahoochee Group, Inc.

Bidder's Name: Jacob W Gainey

Bidder's Signature: [signature]

Date: 8/10/23

Instructions: Complete the lump sum totals below

Complete the project as per Attachment #001 - Construction Plans, and all specifications contained in the bid documents.

Line	Lump-Sum Amount
Construction of a roundabout at McEver Road and Light Ferry Road	(Plans dated 12/1/22) $2,493,118.72 $37,396.78 P&P

Total Cost: $2,530,515.51

Chattahoochee Group, Inc.

IFB #062-43 Construction of a Roundabout

Exhibit C (Mandatory Cost Proposal)

Notes: (Based on plans dated 12/01/2022)

Deduct Alternate 1 - Accepted 09/06/2023 AP

If CGI fills existing 4" force main with flowable fill in lieu of removal (- $27,383.20)

Deduct Alternate 2 – Accepted 09/06/2023 AP

If CGI fills existing sanitary sewer line with flowable fill in lieu of removal (- $19,445.80)

- Price assumes #5 reinforcement 12" on center each way and dowels in concrete medians
- Price includes jack and boring all storm crossing and sanitary sewer crossing to eliminate traffic concerns and cost
- Price does not include removal or replacement of rock nor unsuitable soils
- Price assumes stamped concrete to be colored
- Price could improve if a detailed sequencing plan was developed and agreed upon before beginning construction

General Conditions (Inclusions):

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

General Conditions (Exclusions):

- *Any costs associated with permitting (if needed)*
- *Anything not specifically included considered excluded*
- *Third party inspections*
- *Water meter removals*
- *Power utility relocation*
- *Gas utility relocation*
- *Communication utility relocation*

AGENDA ITEM

Sheriff's Office

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 581/2025

SUBJECT: Approve the ratification of the application and award for the 2026 Georgia Highway Enforcement of Aggressive Traffic (HEAT) Grant for the Sheriff's Office to provide funding for enforcement hours, operating, and travel expenses in the amount of $127,504.80, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. An in-kind match of $85,003.20 is required.

Meetings:

Work Session Date: 10/06/25

Voting Meeting Date: 10/07/25

Executive Summary:

Presenter: LJM

Recommendation:
Approve.

Purpose of Request:
Approve the ratification of the application and award for the 2026 Georgia Highway Enforcement of Aggressive Traffic (HEAT) Grant for the Sheriff's Office to provide funding for enforcement hours, operating, and travel expenses in the amount of $127,504.80, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. An in-kind match of $85,003.20 is required.

History:

The Hall County Sheriff's Office has received this grant since 2016.

Facts and Issues:

Options:

Aggressive traffic (speeding and impaired driving) is one of the leading causes of crashes that result in serious injuries and fatalities on the roadways of Georgia. HEAT is designed to educate the public and enforce laws related to impaired and aggressive driving. Each officer is armed with materials to educate residents about state laws that regulate aggressive and impaired driving. Hall County uses the funding to pay for enforcement hours, equipment maintenance, operating and travel expenses for the three (3) officers.

Funding Requested	$ 85,003.20
Are funds within current budget?	Yes
Source of Funds	General Fund and Grant 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:

Grants	Submit	Approve	Grants
PS	SC	SC	SG
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
FY26 Hall County HEAT Grant Application

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 581/2025

Funds Requested: $ 85,003.20

Request Budgeted: Yes

Proposed Source of Funding:

General Fund and Grant Funds

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	250-MULTIPLE GRANT FUND	3323-SHERIFFâ€PATROL	331150-FEDERALâ€OPERATING INDIRECT	$-127,504.80
2026	250-MULTIPLE GRANT FUND	3323-SHERIFFâ€PATROL	511100-SALARIES	$119,404.80
2026	250-MULTIPLE GRANT FUND	3323-SHERIFFâ€PATROL	523500-TRAVEL	$2,700.00
2026	250-MULTIPLE GRANT FUND	3323-SHERIFFâ€PATROL	531270-FUEL	$5,400.00
2026	100-GENERAL FUND	3323-SHERIFFâ€PATROL	511100-SALARIES	$79,603.20
2026	100-GENERAL FUND	3323-SHERIFFâ€PATROL	523500-TRAVEL	$1,800.00
2026	100-GENERAL FUND	3323-SHERIFFâ€PATROL	531270-FUEL	$3,600.00

Budget Transfer Items:

Additional Information/Comments:

This grant is reimbursable for the performance period of October 1, 2025 to September 30, 2026.

Contact for Questions: JC **Phone:** 770-533-7735

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date: 04/23/2025 12:50:59 PM
Application Project Info

Project Title : Hall County Sheriff's Office HEAT

Project Summary : The Hall County Sheriff's Office for the Fiscal Year 2026 is seeking a HEAT Grant from the Governor's Office of Highway Safety. Hall County, in the past several years, has experienced an alarming increase in roadway fatalities.

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date: 04/23/2025 12:50:59 PM
General Additional Info

Are you a non-profit organization ? No

Are funds being sought from other sources ? No

Does your jurisdiction receive any other federal funds from other sources ? Yes

If So How Much ?	$15,732,711.00
When is your Audit Period ?	From: 7/1/2025 To: 6/30/2026
SAM UEI :	USZBJ4CMC7B6

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
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Problem Identification

Hall County is located in North Georgia about 40 miles north of Atlanta. Hall County consists of 429 square miles. Roughly 393 square miles of land and 36 square miles of water are within Hall County boundaries. Hall County has a population of approximately 203,136. (Source: census.gov). This number swells during the daytime hours as Hall County is a hub for activity in this region of the state. Lake Lanier is located in Hall County and has 692 miles of shoreline. (Source: Lakelanierclub.com). Lake Lanier is a major attraction during the summer months, which greatly increases the volume of traffic on the roadways and increases the number of impaired drivers in Hall County. Hall County has one major interstate which travels the length of the county, that being I985. (Interstate Source: https://data.census.gov/cedsci). Interstate 985 connects to the North Georgia Mountains, which in turn increases traffic on the roadways during the fall months of the year. This is due to a large volume of visitors traveling to stay in mountain cabins and observe the changing colors of the leaves. This is also attributed to why Hall County typically has more traffic crashes during the Fall months. Hall County is also the location of the newly planned inland port. This inland port will be located along the I985/365 corridor just north of Gainesville. The inland port will take approximately 50,000 to 200,000 railroad boxcars per day from the Savannah Port by railway. These boxcars will then leave Hall County and be driven by tractor-trailer throughout the southeastern United States. Several large corporations have been completed in the Gateway Industrial Center, which is where the inland port will soon be fully completed in 2026. This has already added tremendously to the traffic volume in Hall County.

Due to the increased number of vehicles on the roadways of Hall County and the disregard for Georgia traffic law in several areas, the fatalities on Hall County roads have drastically increased prior to the implementation of the newest HEAT grant. With the help of the last HEAT grant in Hall County, we saw the number of fatalities and injury crashes being held to a minimum during that period of added enforcement, awareness and education. In 2017, Hall County had 31 fatalities. In 2018 Hall County had 26 fatalities and in 2019, during the grant, the fatalities were reduced to only 20. In 2020, there were 31 fatalities. In 2021 there were 30 fatalities and in 2022 there were 34 fatalities. In 2023, with the HEAT grant in place, Hall County saw its lowest number of fatalities in years with final data showing 16 fatalities. (Though GEARS shows 22, 6 of those were minor crashes improperly input as fatal. Those agencies have been contacted and are still working with Gears to get it corrected.) (Source: Hall County RMS-Record Management System). In 2024, Hall County saw another low fatality year with only 19 fatalities. As to the roadways in which these fatalities have occurred, we have seen the following: In 2017, 2 of the fatalities occurred on I985, 8 occurred on county roadways and 21 occurred on state routes. In 2018, 2 of the fatalities occurred on I985, 12 occurred on county roadways and 12 occurred on state routes. In 2019, 2 of the fatalities occurred in I985, 5 occurred on county roadways and 13 occurred on state routes. In 2020, records show that 2 fatalities occurred on the interstate, 5 occurred on county roads and 22 occurred on state routes. One example of the fatalities was in 2021; it occurred on private property with a vehicle striking a subject in a wheelchair in a nursing home parking lot sidewalk. Data from 2022 shows that 3 of the fatalities occurred on I985, 24 occurred on state routes and 7 occurred on county roads. In 2023, 5 of the fatalities happened on County Roads, 8 occurred on State Routes, and only 3 occurred on I-985/365 corridor. In 2024, 3 of the

fatalities occurred on the 985/365 corridor, 10 of them occurred on

State Routes and 6 occurred on County roads. (Source: Hall County RMS-Record Management System). As far as the causes of these crashes and why these crashes are occurring, in 2017, 3 of the 31, or 10 percent, of the fatal crashes were caused by speeding, or too fast for conditions, while 7 of the 31 or 23 percent were caused by an impaired driver. In 2018, 4 of the 26 fatalities, or 15 percent, were caused by excessive speed, and also 4 of the 26, 15 percent, were caused by an impaired driver. In 2019, 3 of the 20 fatalities, or 15 percent were caused by excessive speed, while 5 of the 20 or 25 percent were caused by impaired drivers. In 2020, 13 of the 31 fatalities, or 42 percent, were caused by excessive speed while 9 of the 31, or 29 percent, were caused by an impaired driver. In 2021, 7 of the 30 fatalities, or 23 percent, were caused by excessive speed while 15 of 30 or 50 percent were caused by an impaired driver. In 2022, 15 of the 34 fatalities, or 44 percent were caused by excessive speed while 8 of the 34 or 24 percent were caused by an impaired driver. Preliminary information shows that 6 of the 16 fatalities or 38 percent were caused by excessive speed while 3 of the 16, or 19% were caused by an impaired driver. In 2023 25% were pedestrians on the roadway, 6 of the 16 or 37% were caused by excessive speed, and 3 of the 16 or 18% were caused by an impaired driver. Also 4 of those fatalities were single rider motorcycles traveling way in excess of the speed limit, making 50% of fatalities for 2023 coming from aggressive speed motorcycles and pedestrians. In 2024, only 1 of the fatalities, 5%, was caused by DUI which is believed to be a testament to the HEAT grant working as intended. 5 of the fatal crashes or 26% were caused by speed. Another 6 or 31% were caused by failure to yield. In 2024, there were several freak fatalities, 1 occurred where a pedestrian in the roadway was struck by a train. Another occurred where an elderly female drove her golf cart off an embankment at her house and the golf cart landed on top of her in the roadway which turned fatal. Another 1 was a pedestrian struck, and we also had a child on a bicycle who ran a stop sign and was struck by a landscaping truck. The child was not wearing a helmet. From 2021 to 2022, data showed that Georgia went down almost 1.5% in total number of crashes from 454,269 to 447,437and almost 4% from 2102 Fatalities to 2024 Fatalities. From 2021 to 2022, Hall County crash numbers indicated the opposite. Total crashes went up 3% from 9634 to 9944 while Fatalities went up also 13% from 30 to 34. In 2023 total crashes in Georgia were down about 2.6% from 447,438 to 435,862. Hall County saw a similar reduction in total crashes from 9,944 to 9,777 or about 1.6%. In 2023 Hall County saw a 53% reduction in fatalities from the previous year down to 16 from 34. In 2024, Georgia went down 2% in total crashes to 427,761 which was 8100 crashes lower. Hall County saw a similar reduction in total crashes from 9777 down to 9585, or about 2%. In 2024, Hall County saw a slight increase in fatal crashes after an incredibly low year in 2023. This increase of 3 fatalities equates to an 18% increase, though for Hall County that number is still relatively low in comparison to previous years. Fatalities in Georgia for 2024 went down about 7% with 135 less than in 2023. These numbers were collected from the GEARS as of 01/08/2024.

In 2024, Georgia's seatbelt usage rate increased slightly to 88.8%, a rate below 90% for the third year in a row after being above 90% for more than ten years. The latest Hall County usage rate is 94% as of December 16th, 2024. With the 20 fatalities in 2019, 7 were unrestrained. In 2020, 6 of the 31 fatalities were unrestrained, and in 2021 8 of the 30 fatalities were violating the occupant safety laws. This number lowered to 7 of 34 in 2022 and 3 of 16 in 2023. In 2024 10 of the 19 fatalities were unrestrained and that

accounts for about 53%.

(Source: Hall County Record Management System). Because of the number of fatalities that are occurring in Hall County, the number of fatalities that are caused by speed and impaired drivers and the number of people who are killed due to being unrestrained drivers or passengers, the Hall County Sheriff's Office is seeking the continued HEAT grant. The Hall County Sheriff's Office has had great success with reaching its goals in past grants and has become self-sufficient with all of these resources still being filled and still performing the duties of enforcement, awareness and education of Georgia Traffic Laws. With the HEAT grant, the Hall County Sheriff's Office will be able to utilize the goals of the grant in order to combat any increase in fatalities and injury crashes specifically reducing crashes related to impaired driving, speeding, distracted driving, seat belt usage, and other forms of aggressive driving in order to improve highway safety. All 2024 data is preliminary and has not been certified. [Year Total Crashes Total Injuries Total Fatalities Alcohol Related Fatalities Speed Related Fatalities: (2020 8051 1653 31 9 13 2021 9634 1923 30 15 7 2022 9944 2034 34 8 15: 2023 9777 2094 16 3 6 2024 9585 2013 19 1 5-5 Yr. Avg 9398 1943 26 7.2 9.2)] The data for Total Crashes and Total Injuries is pulled from GEARS. Verification for the GEARS data was done with the Hall County RMS system. The data for Total Fatalities, Alcohol, and Speed Related Fatalities is pulled from FARS (NHTSA database).

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Document Attachment

Document Type	Document Name	Document Title	Updated By	Updated TimeStamp
Procurement Policy	Procurement Policy.pdf	Procurement Policy	jeremy.cooksey	1/7/2025 2:28 PM EST
Procurement Policy	Procurement Methods Quick Reference.pdf	Procurement methods quick reference	jeremy.cooksey	1/7/2025 2:28 PM EST
Job Description	HCSO Traffic Unit Policy.pdf	HCSO Traffic Unit Policy	jeremy.cooksey	1/7/2025 2:29 PM EST
Letter of Support	pio articles.pdf	PIO Articles	jeremy.cooksey	1/7/2025 2:29 PM EST
Problem Identification Support Data	seat belt survey 12-16-24.pdf	Seat Belt Survey	jeremy.cooksey	1/7/2025 2:29 PM EST
Problem Identification Support Data	County Data Sheet 2023.pdf	GOHS Hall County Data sheet	jeremy.cooksey	1/7/2025 2:30 PM EST
Problem Identification Support Data	Graph 3.docx	Crash data bar graph	jeremy.cooksey	1/7/2025 2:30 PM EST
Problem Identification Support Data	Enforcement 21-23 bar graph.docx	Enforcement data bar graph	jeremy.cooksey	1/7/2025 2:30 PM EST
Problem Identification Support Data	Bar Graph DUI Arrests-Fatals.docx	DUI arrest and fatalities bar graph	jeremy.cooksey	1/7/2025 2:30 PM EST

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Program Assessment

When The Hall County Sheriff's Office first realized the gravity of our situation regarding vehicle fatalities, we noted the following: Not only had fatalities increased, but the majority of these fatalities were either caused by an impaired driver, a speeding driver, or an unrestrained occupant of a vehicle. We also noticed that it could be a combination of all three. In order to deter these fatalities, the Hall County Sheriff's Office has approached the problem with a mission focused on education, awareness, and enforcement.

First, in the area of awareness, the Hall County Sheriff's Office has purchased 13 RADARSIGNS. These signs will display a violator's speed and will flash at the driver to "Slow Down" when a preset speed is programmed in the sign. These signs are placed throughout the county in areas predetermined by high crashes or citizen complaints. The sheriff's office has done studies with a "stealth stat" obtaining data and the RADARSIGN working as an awareness tool. We have found with RADARSIGN that the speeds are somewhere between 10% and 20% slower on that roadway when the sign is in use.

In the area of education, we have approached all of our local media outlets and presented them with the fatality statistics. As a result of these releases, several Atlanta area TV stations ran stories about our high number of traffic deaths and our desire to reduce those numbers. Next, we assigned a member of our traffic unit to write a short article every month about a traffic related matter. Initially, this article was released through social media and various other Hall County Government outlets. This article was later turned into a public safety announcement used by local media to address the issue. The traffic/HEAT supervisors continue to use the Hall County Facebook and Instagram pages to push educational material to its followers. To complete these public safety announcements, we work with our local government television channel. We have at times conducted a Traffic Tip Thursday which talks about topics associated with occupancy laws, speed awareness, impaired driving awareness and any other topic involving traffic safety. These are done on Access WDUN Radio and Glory 1330 Radio. In addition, we expanded the number trained in the CarFit for seniors' program. We have hosted several events and have had requests for more. To add to this program, we have approached our SafeKids Coordinator and asked them to join us at the same time to address child restraint to the same group of seniors. Additionally, we partner with SafeKids and do a car seat event once a month at our local Health Department.

In terms of our traffic enforcement unit's approach to enforcement, we have done several things. First, we have identified the area

with the previous month's highest number of traffic crashes. We require the enforcement activities to include one full shift in this area and conduct enforcement. Also, we bring the entire traffic unit together for one four-hour period to saturate this area. To add to this effect, we publicize this location and inform the public of our intent to have an increased enforcement presence in this area throughout that particular month. This is primarily handled through our social media outlets. The outcomes of these activities have been somewhat beneficial in the past. Through conducting an analysis before a concentrated patrol and another during and a month after a concentrated/saturated patrol, there has been as much as a 50 percent reduction in the number of traffic crashes. This number was observed while working state route GA 60, GA 11, and GA 332. The lowest reduction in the number of traffic crashes was seen while working the I985/GA 365 corridor, when only a 9 percent reduction in traffic crashes was seen. We recognize the need to work with the various municipal agencies in our county. We have done this by joining the Gainesville Police Department, Oakwood Police Department, and Flowery Branch Police Department in traffic check point ventures. We also have the benefit of a strong working relationship with the Georgia State Patrol in our area. We regularly ask them to join us for our concentrated patrols and other enforcement activities. We also do regular events with SafeKids and support MADD. Traffic supervisors also attend a quarterly TIME Task Force meeting and training to partner our working relationship with DOT and the handling or “TRIPing” of events involving the Interstate system and commercial vehicle crashes. We also utilize two 11.5 x 6ft Wanco message board signs to display all GOHS and other traffic campaigns like Click it or Ticket and Drive Sober or Get pulled over. As we move forward, we hope to continue to employ these same tactics and add activity to them. By using media outlets to make the public aware of the statistics and involving organizations such as CarFit and Safe Kids, we will continue to educate the public as much as possible. This combined with the public service announcements, awareness, education, and enforcement, we hope to reach out to our community and encourage safe driving practices. In the first 2 years of the newest HEAT Grant, Hall County has seen a tremendous decrease in fatalities like we have not seen in decades. In 2023, Fatalities dropped 54% from 34 in 2022 to just 16. In 2024, thanks to the HEAT grant, fatalities stayed fairly low with only 19 fatal crashes for the year. It is a testament to this grant doing what it was intended to do when the number of fatal crashes from a DUI driver in 2024 was only 1. We will continue to utilize the rubric of the past 2 years to hopefully keep the fatalities at a minimum.

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Program Assessment Chart

Activity	2022	2023	2024
DUI Arrests	538	749	687
Speeding (all cases)	9072	5815	9514
Safety Belt Violations	702	1054	1486
All Other Traffic Violations	16317	19086	28951
Traffic Crashes	9944	9777	9585
Check Point Conducted	16	30	12

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Project Objectives

1.1 GOHS Goal: Reduce Alcohol/Drug Related Crashes/Injuries/Fatalities

Objective :
The HEAT unit will initiate 21 DUI contacts per month during the grant period.

- -- -- -

Objective :
The HEAT Unit will initiate 150 speeding contacts per month during the grant period.

- -- -- -

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Project Activities Evaluations

Goal: 1.1 GOHS Goal: Reduce Alcohol/Drug Related Crashes/Injuries/Fatalities

Objective: The HEAT unit will initiate 21 DUI contacts per month during the grant period.

Activity: The HEAT unit will be dedicated to enforcing the impaired driving laws on the roadways of Hall County through saturated patrols and checkpoints in areas identified by data to be those where DUI related crashes, injuries, and fatalities occur. A minimum of 21 DUI contacts will be initiated each month by the Unit. All resources will be up to date with regard to DUI SFST/ARIDE training through refresher and update training.

Evaluation: The HEAT unit will list impaired driving contacts in daily programmatic reports, which will be summarized and submitted to GOHS in each monthly report. Compare the actual number of DUI related contacts to the number projected and the increase or decrease in the number of DUI related crashes, injuries, and fatalities to the previous year. Documentation of DUI SFST/ARIDE training will also be submitted to GOHS.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
21	21	21	21	21	21	21	21	21	21	21	21	252

Goal: 10.1 GOHS Goal: Reduce Distracted Driving Related Crashes/Injuries/Fatalities

Objective: The HEAT Unit will initiate 21 distracted driving contacts per month during the grant period.

Activity: The HEAT Unit will be dedicated to enforcing the laws that govern distracted driving on the roadways of Hall County through saturated patrol in areas identified by data to be those where distracted driving related crashes, injuries, and fatalities occur. The Unit will initiate a minimum of 21 distracted driving contacts each month. Crash data will be used as a hot spot locator to target enforcement in high problem areas.

Evaluation: The HEAT Unit will list distracted driving related contacts in daily programmatic reports, which will be summarized and submitted to GOHS in each monthly report. Compare the actual number of distracted driving contacts to the number projected and the increase or decrease in the number of distracted driving crashes, injuries, and fatalities to the previous year. Documentation of traffic enforcement equipment training will also be submitted to GOHS.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
21	21	21	21	21	21	21	21	21	21	21	21	252

Goal: 2.1 GOHS Goal: Increase Overall Safety Belt Usage

Objective: The HEAT Unit will initiate 40 occupant protection contacts per month during the grant period.

Activity: The HEAT Unit will be dedicated to enforcing the occupant protection laws on the roadways of Hall County through saturated patrol and checkpoints, in areas identified by data to be those where non-restraint related crashes, injuries, and fatalities occur. The Unit will initiate a minimum of 40 occupant protection contacts each month. The HEAT Unit will have resources available that are trained in CPST.

Evaluation: The HEAT Unit will list occupant protection contacts in daily programmatic reports, which will be summarized and submitted to GOHS in each monthly report. Compare the actual number of occupant protection contacts to the number projected and the increase or decrease in the number of injuries and fatalities in relation to occupant protection to the previous year. Documentation of CPST training will also be submitted to GOHS.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
40	40	40	40	40	40	40	40	40	40	40	40	480

Goal: 2.1 GOHS Goal: Increase Overall Safety Belt Usage

Objective: The HEAT Unit will conduct a minimum of two seatbelt surveys in their jurisdiction during the grant period that includes all vehicles.

Activity: The HEAT Unit will conduct a minimum of two seatbelt surveys during the grant period. At least one survey will be

completed at the beginning and one at the end of the grant period to create a measurable outcome.

Evaluation: Information that is collected will be forwarded to GOHS in programmatic reports.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
1	0	0	0	0	0	0	0	0	0	1	0	2

Goal: 3.1 GOHS Goal: Reduce Speed-Related Crashes/Injuries/Fatalities

Objective: The HEAT Unit will initiate 150 speeding contacts per month during the grant period.

Activity: The HEAT Unit will be dedicated to enforcing the laws that govern speed on the roadways of Hall County through saturated patrol in areas identified by data to be those where speed related crashes, injuries, and fatalities occur. The Unit will initiate a minimum of 150 speeding contacts each month. Activity hours will be filled by resources that hold the appropriate certifications on traffic enforcement equipment. Crash data will be used as a hot spot locator to target enforcement in high problem areas.

Evaluation: The HEAT Unit will list speed related contacts in daily programmatic reports, which will be summarized and submitted to GOHS in each monthly report. Compare the actual number of speeding contacts to the number projected and the increase or decrease in the number of speed related crashes, injuries, and fatalities to the previous year. Documentation of traffic enforcement equipment training will also be submitted to GOHS.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
150	150	150	150	150	150	150	150	150	150	150	150	1800

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The grantee will participate in at least eight GOHS/NHTSA activities and campaigns during the grant period.

Activity: The grantee will participate in at least eight GOHS/NHTSA highway safety campaigns including CIOT, Drive Sober or Get Pulled Over, CIOT Border to Border, Operation Southern Slow Down, and 100 Days of Summer HEAT during the grant period.

Evaluation: Participation in GOHS/NHTSA campaigns will be documented in the GOHS monthly programmatic reports.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
0	1	0	1	0	0	0	1	1	2	0	2	8

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The HEAT Unit agrees to participate in at least eight regional traffic enforcement network meetings and initiatives during the grant year.

Activity: The HEAT Unit will participate in at least eight monthly regional traffic enforcement network meetings and initiatives during the grant year

Evaluation: The regional TEN coordinator will provide a sign-in sheet for all regional traffic enforcement meetings and initiatives.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
1	0	1	1	1	0	0	0	1	1	1	1	8

Goal: 6.1 GOHS Goal: Enhance Police Traffic Services

Objective: The grantee agrees to submit a Governor’s Challenge application and attend the awards banquet/training.

Activity: The grantee will submit a Governor’s Challenge application. The grantee will also attend the awards banquet and training.

Evaluation: The GOHS LES Director will provide a list of all participants attending the Governor’s Challenge.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
1	0	0	0	0	0	0	1	0	0	0	0	2

Goal: 7.2 GOHS Goal: Disseminate Traffic Safety-Related Educational Materials

Objective: The HEAT Unit will conduct one community engagement event to the public each month during the grant period.

Activity: The HEAT Unit will conduct a minimum of one community engagement event a month to the public during the grant period. This may also include traffic enforcement education to law enforcement officers within the jurisdictional area of the grantee no more than three (3) times per year.

Evaluation: Events will be documented on a GOHS Community Engagement Form and submitted in the GOHS monthly programmatic reports.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
1	1	1	1	1	1	1	1	1	1	1	1	12

Goal: 7.2 GOHS Goal: Disseminate Traffic Safety-Related Educational Materials

Objective: The HEAT Unit will participate in at least three GOHS sponsored Thunder Task Force mobilizations during the grant period.

Activity: The HEAT unit will participate in at least three Thunder Task Force mobilizations.

Evaluation: Participation in the Thunder Task Force will be documented in the GOHS monthly programmatic reports.

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
1	0	0	0	0	1	0	0	0	0	0	1	3

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Media Plan

The Hall County Sheriff's Office uses several media outlets to inform and educate the public. The Hall County Sheriff's Office will use the local newspaper which is the Gainesville Times to have a written article announcing the award of the HEAT Grant. The Sheriff's Office will also utilize a local internet news media outlet called Access North Georgia News. In addition, the Hall County Government in connection with the Gainesville City Government owns TV18, which is a local television cable channel, which will be used for both the announcement and would continue to be used by the traffic enforcement unit as an education tool. Also, the Hall County Sheriff's Office will be utilizing the HEAT Units to participate in the Georgia Car Fit for elders program and the Safe Kids program, which are both high visibility educational programs for the public. The Hall County Sheriff's Office also partners with WDUN Radio and GLORY 1330 Radio to have news stories and talk shows involving education and awareness of traffic law. One of these radio shows is "Traffic Tip Thursday" whereby an officer will appear on the talk show or go to a location to talk about Impaired Driving, Speed Awareness, Occupant Safety, Current Law on Passing a Stopped School Bus, How to Negotiate a Round-a-Bout, etc. In addition, the Hall County Sheriff's Office has partnered with Channel 2 and Channel 11, which are local Atlanta channels, in the promotion and announcement of programs the Hall County Sheriff's Office plans to use in order to deter the number of fatalities which are occurring in Hall County. In addition, the Hall County Sheriff's Office utilizes their Facebook Social Media platform to educate and make citizens aware of traffic related issues and problems, and inform them of educational events going on throughout Hall County during the year.

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Resource Requirements

The Hall County Sheriffs Office is requesting this grant to fund an enforcement effort focusing on alcohol and drug impaired driving, speeding, distracted driving, and occupant protection utilizing 5760 enforcement activity hours annually. Activity hours may also be used for educational events, attendance at the GOHS Highway Safety Conference, highway safety related training/certifications, etc. Activity hours will be filled with resources that hold the appropriate certifications on traffic enforcement equipment. Standardized Field Sobriety, RADAR, LIDAR, and ARIDE at minimum, will be required by resources that carry out activity hours. Activity hours will be utilized during identified peak hours for the enforcement of DUIs, Speeding, Distracted Driving, and Occupant Protection. Crash data will be used as a hot spot locator to target enforcement in high problem areas. Activity hours will be utilized to conduct and or participate in checkpoints and saturated patrols in identified areas throughout the County. Activity hours will also be utilized to complete the other goals and objectives of the project such as conducting educational events and participating in GOHS Campaigns and Network Meetings. Once funding is determined to be awarded, resources will be selected based on the minimum criteria and preference will be given to resources which exceed the minimum criteria. The Grantee would request fuel allowance and regular maintenance for these vehicles. The maintenance would only include regular oil changes and the cost of tires. The cost for one vehicle for the year will be $3,000.00 with an extended cost for three vehicles being $9,000.00 per year. A maintenance quote was provided by Hall County Fleet Maintenance much higher than this, however, the Hall County Sheriffs Office will provide the funds for any overages of this $7500 per year. During enforcement activities, the cars and equipment already purchased in the first year of the grant will be used to enforce the traffic laws of the state of Georgia to reduce serious injury and fatality crashes. In addition to enforcement, vehicles will be used to travel to any events including educational events, attendance at the GOHS Highway Safety Conference, Highway safety related training/certifications, any GOHS sponsored monthly traffic network meetings, etc. The $4500 in travel expenses will be used to attend any required GOHS sponsored events or activities. All of the resources which are requested are necessary. The Grantee will incur the cost of uniforms, and duty gear, including duty weapon, gun belt, radio, pepper spray, handcuffs, Tasers, etc. The Grantee will also provide office space for personnel, storage for documents and records, and office supplies. The Grantee will also incur the cost of administrative fees, by using current clerical staff and the current traffic Sergeant for

administrative duties. The Grantee will also provide all in car and portable communication radios along with GTAC military grade laptops in the vehicles. The grantee will also provide all flashlights, Alco-sensors, body cameras and any other equipment needed for the enforcement, education, and awareness of all impaired driving, speeding, distracted driving, and occupant safety laws. In the 2026 FY, the resources that have been provided by the grant will be used to surpass the goals set forth in the grant in the areas of education, awareness, and enforcement. There will be support for the MADD program, SafeKids, and the CarFit program. In addition, training will continue in order to increase knowledge in the areas of speeding, occupant safety, and impaired driving enforcement and awareness. Any HEAT Unit who is also a network coordinator may use the HEAT vehicle for LEL conferences. The Hall County HEAT Unit will establish an enforcement effort focusing on alcohol and drug-impaired driving, speeding, and occupant protection utilizing 5760 enforcement activity hours annually. Activity hours may also be used for educational events, attendance at the GOHS Highway Safety Conference, Highway safety related training/certifications, etc. Activity hours will be filled with resources that hold the appropriate certifications on traffic enforcement equipment. All resources will be LIDAR, RADAR, Intox 9000, SFST, ARIDE, DRE and SafeKids certified. Crash data will be used as a hot spot locator to target enforcement in high problem/crash areas.

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Self-Sufficiency

The Hall County Sheriff’s Office plan is to utilize the enforcement activities and knowledge provided by the grant, to reduce fatalities and serious injury crashes after the grant has been completed. In addition, the Sheriff's Office plans to utilize the equipment and training acquired through the grant for years to come in the apprehension and prosecution of Georgia traffic law violators. The Hall County Sheriff's Office will maintain a well funded Traffic Enforcement Unit to continue to combat the primary causes of serious injury and fatality crashes on Hall County Roadways.

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Personnel Service Details – Position

Position/Title	Pay Code	Hours/Week	Pay Rate	Annual Salary	Time%	Project Salary
none	Hourly	0	$0.00	$0.00	0	$0.00

Total:$0.00

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Personnel Service Details –Benefits

Project Salaries	Percent of Time	Project Salary
Total	0%	$0.00

Fringe Benefit Type	Percentage	Amount
F.I.C.A	0%	$0.00
Retirement	0%	$0.00
Health Insurance	0%	$0.00
Workers Compensation	0%	$0.00
Unemployment Insurance	0%	$0.00
Total		$0.00
Total Personnel Service (Total Salaries + Fringe Benefits)		$0.00

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date:04/23/2025 12:50:59 PM
Pay Schedule For Project Employees

Pay Code	Month	Beginning Date	Ending Date	Actual Pay Date
Hourly	October	10/1/2025	10/4/2025	10/10/2025
Hourly	October	10/5/2025	10/18/2025	10/24/2025
Hourly	October	10/19/2025	11/1/2025	11/7/2025
Hourly	November	11/2/2025	11/15/2025	11/21/2025
Hourly	November	11/16/2025	11/29/2025	12/5/2025
Hourly	November	11/30/2025	12/13/2013	12/19/2025
Hourly	December	12/14/2025	12/27/2025	1/2/2026
Hourly	December	12/28/2025	1/10/2026	1/16/2026
Hourly	January	1/11/2026	1/24/2026	1/30/2026
Hourly	January	1/25/2026	2/7/2026	2/13/2026
Hourly	February	2/8/2026	2/21/2026	2/27/2026

Hourly	February	2/22/2026	3/7/2026	3/13/2026
Hourly	March	3/8/2026	3/21/2026	3/27/2026
Hourly	March	3/22/2026	4/4/2026	4/10/2026
Hourly	April	4/5/2026	4/18/2026	4/24/2026
Hourly	April	4/19/2026	5/2/2026	5/8/2026
Hourly	May	5/3/2026	5/16/2026	5/22/2026
Hourly	May	5/17/2026	5/30/2026	6/5/2026
Hourly	May	5/31/2026	6/13/2026	6/19/2026
Hourly	June	6/14/2026	6/27/2026	7/3/2026
Hourly	June	6/28/2026	7/11/2026	7/17/2026
Hourly	July	7/12/2026	7/25/2026	7/31/2026
Hourly	July	7/26/2026	8/8/2026	8/14/2026
Hourly	August	8/9/2026	8/22/2026	8/28/2026
Hourly	August	8/23/2026	9/5/2026	9/11/2026
Hourly	September	9/6/2026	9/19/2026	9/25/2026
Hourly	September	9/20/2026	9/30/2026	10/2/2026

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date:04/23/2025 12:50:59 PM
Enforcement Activity Hours

Resource	Pay Rate	Total Hours	Funds Needed
1	$36.50	1920	$70,080.00
2	$35.40	1920	$67,968.00
3	$31.75	1920	$60,960.00
Total :		5760	$199,008.00

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date:04/23/2025 12:50:59 PM
Regular Operating Expenses

Description	Unit Price	Quantity	Total Costs
Fuel/Maintenance/Tires/Oil Changes	$3,000.00	3	$9,000.00

Total:$9,000.00

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date:04/23/2025 12:50:59 PM
Travel

Description	Unit Price	Quantity	Total Costs
GOHS Approved Travel	$1,500.00	3	$4,500.00

Total:$4,500.00

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date:04/23/2025 12:50:59 PM
Equipment Purchases

Description	Unit Price	Quantity	Total Costs
None Needed	$0.00	0	$0.00

Total:$0.00

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date:04/23/2025 12:50:59 PM
Contractual Services

Description	Unit Price	Quantity	Total Costs
None	$0.00	0	$0.00

Total:$0.00

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date:04/23/2025 12:50:59 PM
Per Diem & Fees

Description	Unit Price	Quantity	Total Costs
None	$0.00	0	$0.00

Total:$0.00

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date:04/23/2025 12:50:59 PM
Computer Charges And Computer Equipment

Description	Unit Price	Quantity	Total Costs
None	$0.00	0	$0.00

Total:$0.00

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date:04/23/2025 12:50:59 PM
Telecommunication

Description	Unit Price	Quantity	Total Costs
None	$0.00	0	$0.00

Total:$0.00

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date:04/23/2025 12:50:59 PM
Motor Vehicle Purchase

Description	Unit Price	Quantity	Total Costs
None	$0.00	0	$0.00

Total:$0.00

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date:04/23/2025 12:50:59 PM
Rent or Real Estates

Description	Unit Price	Quantity	Total Costs
None	$0.00	0	$0.00

Total:$0.00

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date:04/23/2025 12:50:59 PM
Cost Category Summary

Cost Category	Total	Award Amount
Personnel Services - Salary	$0.00	$0.00
Personnel Services - Fringe Benefits	$0.00	$0.00
Regular Operating Expenses	$9,000.00	$5,400.00
Travel	$4,500.00	$2,700.00
Equipment Purchases	$0.00	$0.00
Contractual Services	$0.00	$0.00
Per Diem & Fees	$0.00	$0.00
Computer Charges and Computer Equipment	$0.00	$0.00
Telecommunication	$0.00	$0.00
Motor Vehicle Purchase	$0.00	$0.00
Rent/Real Estates	$0.00	$0.00
Enforcement/Activity Hours	$199,008.00	$119,404.80
Total	$212,508.00	$127,504.80

Matching Funds

Local Cash Match (You must enter at least a 0 before	40%	$85,003.20
Federal Participation (percentage of total in Item 12)	60%	$127,504.80

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Version Date:04/23/2025 12:50:59 PM
App Contract Forms

Grantee Project Director(Primary Contact) : Jeremy Cooksey

Agency Staff (Financial Contact): Scott Collison

Authorized Official : Gerald Couch

General Application 2026
Organization: Hall County Sheriff's Office
GA-2026-HallSO-055-APP
Certification and Signatures

I certify that I understand and agree to comply with the general and fiscal year terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the applicant to perform the tasks as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the grantee; and, that the receipt of grantor funds through the Governor's Office of Highway Safety will not supplant state or local funds. Monthly reimbursement claim submissions filed electronically are in effect, "electronically signed".

Project Director*

Name: Jeremy Cooksey
Agency: Hall County Sheriff's Office

Phone Number: 4045569552
Fax Number:
Signature:

Title: Sergeant HEAT Grant
Address: 2859 Browns Bridge Rd., Gainesville, GA 30504
Email Address: jcooksey@hallcounty.org

Date: 1/8/2025

Fiscal Staff*

Name: Scott Collison
Agency: Hall County Sheriff's Office

Phone Number: (770) 718-5151
Fax Number: (770) 534-6880
Signature:

Title: Finance
Address: 2859 Browns Bridge Road, Gainesville, GA 30501
Email Address: scollison@hallcounty.org

Date: 1/8/2025

Authorized Official*

Name: Gerald Couch
Agency: Hall County Sheriff's Office

Phone Number: (770) 531-6900
Fax Number: (770) 534-6880
Signature:

Title: Sheriff
Address: 2859 Browns Bridge Road, Gainesville, GA 30504
Email Address: gcouch@hallcounty.org

Date: 1/8/2025

*** NOTE: PROJECT DIRECTOR, FISCAL STAFF AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON WITHOUT GOHS APPROVAL. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT GOHS APPROVAL.**

2025-01-08 03:13 PM

AGENDA ITEM

Sheriff's Office

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 586/2025

SUBJECT: Approve the lease agreement for one hundred sixty-five (165) Getac B360 G3 laptops and forty five (45) docks for the Sheriff's Office to PCN Strategies, Inc. of Washington, DC, in the amount of $744,170.00.

Meetings:

Work Session Date: 10/06/25

Voting Meeting Date: 10/07/25

Executive Summary:

Presenter: LJM

Recommendation:
Approve.

Purpose of Request:
Approve the lease agreement for one hundred sixty-five (165) Getac B360 G3 laptops and forty five (45) docks for the Sheriff's Office to PCN Strategies, Inc. of Washington, DC, in the amount of $744,170.00.

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

Facts and Issues:
The Sheriff's Office is using a contract with OMNIA Partners. The contract number is NCPA 01-170.

The annual cost is $148,834.00 for a 5 (five) year total of $744,170.00.

Options:

Funding Requested	$ 744,170.00
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:

Buyer	Submit	Approve	Purchasing
CB	SC	SC	AY
Budget	**Finance**	**Attorney**	**Administration**
JM	TS	JL	CR
Clerk			
JR			

Attachments:

Financial Supplement
Contract Signature Sheet
Lease Proposal
OMNI Partners Contract
Quote -Getac and Docking
Amortization Schedule
PCN Lease Agreement

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 586/2025

Funds Requested: $ 744,170.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	3310-SHERIFFâ€OPERATIONS	581200-PRINCIPAL CAPITAL LEASE	$148,834.00
2027	100-GENERAL FUND	3310-SHERIFFâ€OPERATIONS	581200-PRINCIPAL CAPITAL LEASE	$148,834.00
2028	100-GENERAL FUND	3310-SHERIFFâ€OPERATIONS	581200-PRINCIPAL CAPITAL LEASE	$148,834.00
2029	100-GENERAL FUND	3310-SHERIFFâ€OPERATIONS	581200-PRINCIPAL CAPITAL LEASE	$148,834.00
2030	100-GENERAL FUND	3310-SHERIFFâ€OPERATIONS	581200-PRINCIPAL CAPITAL LEASE	$148,834.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SM

Phone: 770-531-6887

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Youngblood

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

CONTRACT EXECUTION SIGNATURE REQUEST

Date: September 24, 2025

To: David Gibbs, Chairman, BOC

From: Connie Barnes, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: HAL101921

Bid/Contract Name: PCN Strategies -Purchase of 165 Getac B360 G3 Laptops and docks

Department(s) Requesting Contract: Sheriff Office

Award Recipient Name: PCN Strategies

Contract Description: Purchase of 165 Getac B360 G3 Laptops and docks

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: N/A

☐ Price Increase Requested Increase Percentage: N/A

☐ Project/Service Contract FY 2026 Estimated Amount:

☒ Product Contract Estimated Amount: $744,170.00

Comment:

Approve the lease/purchase of one hundred sixty-five (165) Getac B360 G3 laptops and forty-five (45) docks for the Sheriff's Office to PCN Strategies, Inc. of Washington, DC, in the amount of $744,170.00 for five (5) years ($148,834.00 / annually).
The Sheriff's Office is using a contract with OMNIA Partners. The contract number is NCPA 01-170.
Year one (1) of a possible year (5) year contract.

Lease Proposal

August 21, 2025

Lessee
Hall County, Georgia
2859 Browns Bridge Road
Gainesville, GA 30504

Lessor
PCN Strategies LLC
101 Falls Road, Suite 405
Grafton, WI 53024

Equipment Description	Total Equipment Cost	Term	End of Term	Payment
(165) GETAC B360G3 w/docking stations and 3 year B2B Warranty, (165) GETAC B2B Extended Warranty - years 4 & 5. (45) TF-1 Docks and Power Adapters. **Returning (120) GETAC B360 Fully Rugged Laptop from Schedule 001R, Transferring title for (120) GETAC B360 Havis Vehicle Docks from Schedule 001R.	$655,592.55	60 Months	FMV	$148,834.00/Annually

Flex Lease:
Lessee may add, substitute or delete equipment at any time during the lease term.

Refundable Security Deposit
Lessee shall pay the equivalent of one month's payment as a refundable security deposit.

Anticipated Delivery
During the installation period, rent will be charged only on the Equipment accepted by Lessee. Once all of the Equipment is installed and accepted, the lease schedule will commence.

Fees
Lessor will not charge any documentation, administration or legal fees.

End of Lease Options
FMV: At the end of the lease term, Lessee may at its option extend the lease, purchase the equipment, or return the equipment based on Lessee's needs at that time.
Title to all docks and power adapters (new and transferring) will be transferred at the end of the Initial Term of the new Lease Schedule.

Contingencies
This proposal, pricing and the Lease Agreement are subject to final credit, equipment, and pricing approval by Lessor and are subject to change. This proposal is not intended to address all of the legal matters relating to the lease. The lease documentation will represent the final legal agreement.

Proposal Expiration:
September 21, 2025

We appreciate your consideration of PCN Strategies LLC and look forward to partnering with you. Please do not hesitate to reach out to me directly with any questions regarding this proposal.

Sincerely,

Chris J. Lipski, Jr.

262-357-1013 - mobile

TD SYNNEX

Premier Government Solutions Aggregator

TD SYNNEX brings the most relevant technology solutions to the OMNIA Partners public sector community with more than 3,000,000 technology products from more than a thousand of the world's leading and emerging manufacturers. TD SYNNEX deep expertise focuses on technology and vertical markets, working in collaborative teams to build next-generation solutions where the two intersect. They are partners in navigating technology growth opportunities for their manufacturing and reseller partners. TD SYNNEX constantly reevaluate and evolve our go-to-market

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Hi! Have a question? I'm here to help.

strategies to help their partners stay relevant in the ever-changing world of technology.

Public Sector

K-12 Education

Higher Education

State & Local Government

TD Synnex is the premier government solutions aggregator that specializes in understanding the IT needs of the U.S. state, local and education markets that OMNIA Partners public sector serves. We help simplify the process for independent software vendors and value-added resellers doing business in the U.S. public sector.

- **Cyber Security Solutions and Associated Products & Services**
  Region 4 ESC - TX | R200803
- **Advanced Technology Solutions Aggregator**
  Region 14 ESC - TX | 01-170
- **Cyber Security Solutions & Services**
  Region 4 ESC - TX | R250307

TD SYNNEX Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Cyber Security Solutions and Associated Products & Services

Region 4 ESC - TX

Contract Number: R200803

Initial Term: October 1, 2020 through September 30, 2023

Renewal Options: Option to renew for two (2) additional one-year periods through September 30, 2025

RENEWED THROUGH September 30, 2025

Executive Summary

- Executive Summary
- Pricing
- Approved Subcontractors
- Value-Added OEM Pricing
- Value-Added OEM Line-Item Pricing
- Pro Line Flyer Update
- Approved Line Card
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Award Letter
- Contract Renewal 1
- Contract Renewal 2
- Tech Data Merger 09.29.2021
- Approved Subcontractor List

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Addendum 2
- RFP Addendum 3
- RFP Addendum 4
- RFP Addendum 5
- RFP Addendum 6
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

Advanced Technology Solutions Aggregator

Region 14 ESC - TX

Contract Number: 01-170

Initial Term: December 14, 2023 through December 31, 2026

Renewal Options: Option to renew for two (2) additional one-year periods through December 31, 2028

Executive Summary

- Pricing
- Value Add

Master Agreement Documents

- Official Signed Contract
- Contract Award Letter
- Pro Line Card Flyer Update
- Product Line Card
- Authorized Resellers

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents
- Multi-Award Justification Letter

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Opening Document
- RFP Receipt List
- Proof of Publication

01-97 Contract Documents

- 01-97 Contract Documents

Cyber Security Solutions & Services

Region 4 ESC - TX

Contract Number: R250307

Initial Term: October 1, 2025 through September 30, 2028

Renewal Options: With the option to renew for two (2) additional one-year periods through September 30, 2030

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents

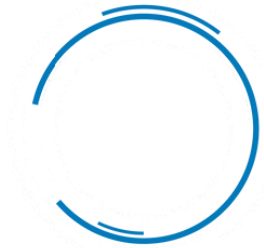
Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Bid Receipt List

- Proof of Publication



5001 Aspen Grove Drive
Franklin, TN 37067
info@omniapartners.com
(866) 875-3299

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

Quotation (Open)

Date
Aug 19, 2025 07:49 PM EDT

Modified Date
Aug 19, 2025 07:49 PM EDT

Quote #
1022015 - rev 1 of 1

Description
(165) B360 with 5yr B2B - (45) Docks

SalesRep
Waters, Audrey
(P) 2027312721

Customer Contact
AP, AP
accountspayable@hallcounty.org

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

Bill To
Hall County
Payable, Accounts
PO Drawer 1435
Gainesville, GA 30503
United States
(P) (770) 531-6885
accountspayable@hallcounty.org

Ship To
Hall County Sheriff
PO, REF
2859 Browns Bridge Road
Gainesville, GA 30504
United States
(P) (770) 531-6885

Customer PO:	**Terms:** Undefined	**Ship Via:** FedEx Ground
Special Instructions: Reference NCPA 01-170		**Carrier Account #:**

#	Description	Part #	Qty	Unit Price	Total
	Getac B360 w/ docking stations				
1	B360G3 - Ultra 5 225H, 13.3 +Hello Cam., Win 11+32GB+TAA, 256GB PCIe SSD(main), SR FHD 1400 nits+TS+stylus, US KBD+US Power cord, Backlit KBD, Wifi+BT, RS232 + VGA, Smart Card Reader, 3 Year B2B Warranty	BV1734BABDGX	165	$3,261.75	$538,188.75
2	Getac Bumper to Bumper + Extended Warranty Extended service agreement - parts and labor - 2 years (4th/5th year) - pick-up and return	GE-SVTBNFX5Y	165	$493.61	$81,445.65
3	TF1-STANDARD VEHICLE DOCKING;W/ LPS-208&LPS-211 Power Supply Mounting Bracket,W/ DS-DA-418 Screen Support,PKG-DS-GTC-1204,HAVIS,B360	543390100003	45	$703.10	$31,639.50
4	Getac Vehicle adapter (Bare Wire) Power adapter - 11 - 16 / 22 - 32 V - 120 Watt - for Getac S410 G4 Performance, ZX10	GAD2X8	45	$95.97	$4,318.65

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

Subtotal: **$655,592.55**
Total: **$655,592.55**

HAL101921.002

Compounding Period: Annual

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	01/01/2026	655,592.55	1		
2	Lease Payment	01/01/2026	148,834.00	5	Annual	01/01/2030

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	01/01/2026				655,592.55
1	01/01/2026	148,834.00	0.00	148,834.00	506,758.55
2026 Totals		**148,834.00**	**0.00**	**148,834.00**	
2	01/01/2027	148,834.00	34,308.59	114,525.41	392,233.14
2027 Totals		**148,834.00**	**34,308.59**	**114,525.41**	
3	01/01/2028	148,834.00	26,554.98	122,279.02	269,954.12
2028 Totals		**148,834.00**	**26,554.98**	**122,279.02**	
4	01/01/2029	148,834.00	18,276.44	130,557.56	139,396.56
2029 Totals		**148,834.00**	**18,276.44**	**130,557.56**	
5	01/01/2030	148,834.00	9,437.44	139,396.56	0.00
2030 Totals		**148,834.00**	**9,437.44**	**139,396.56**	
Grand Totals		**744,170.00**	**88,577.45**	**655,592.55**	



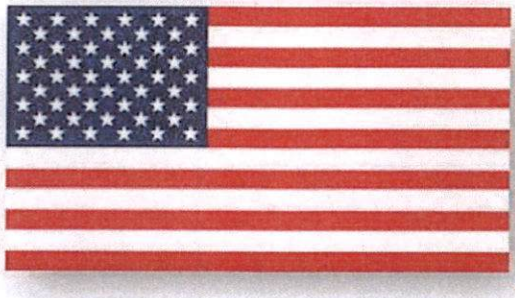
Thank you for your business! I have attached the documents or other items required to process your transaction with us.

☐ **Lease Schedule** - sign second and last page
☐ **Opinion of Counsel** - forward to your legal counsel to copy/paste onto their letterhead - send completed document to us

Return all items using the FedEx slip provided (except Opinion if not obtained yet).

Should any of the information on the enclosed documents be incorrect, please notify your Sales Executive or your Documentation Administrator immediately to make the appropriate corrections. Thank you!

Sales Executive | Chris Lipski | (920) 395-9136 | chris.l@pcnstrategies.com
Document Administrator | Tracy Rivers | (952) 353-9863 |financialservices@pcnstrategies.com



IMPORTANT INFORMATION
ABOUT OPENING AN ACCOUNT

On September 11, 2001, our lives changed forever. In an effort to protect you and our country, the ***USA PATRIOT ACT*** *was signed into law. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.*

When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

We proudly support all efforts to protect and maintain the security of our customers and our country.

LEASE SCHEDULE 002

This Lease Schedule is issued pursuant to the Lease Agreement No. HAL101921 dated October 19, 2021. The terms and conditions of the Lease Agreement and the terms and conditions of Certificates of Acceptance executed pursuant to Lease Schedule 002, including Installation Dates and descriptions and serial numbers of Equipment contained therein, are a part hereof and incorporated by reference herein.

LESSOR:
PCN Strategies LLC
14525 Highway 7, Suite 245
Minnetonka, MN 55345

LESSEE:
Hall County, Georgia
2859 Browns Bridge Road
Gainesville, GA 30504-5635

SUPPLIER OF EQUIPMENT:
PCN Stratagies

LOCATION OF INSTALLATION:
2460 Athens Highway
Gainesville, GA 30507

Term of Lease from Commencement Date: 60 months
Monthly Lease Charge: $12,402.83; due annually as $148,834.00
Security Deposit: Upon Lessee's execution of this Lease Schedule, Lessee shall deliver a security deposit in the amount of $0.00. If no Event of Default has occurred, this security deposit may be applied toward the total amounts due pursuant to the applicable Lease Schedule.

EQUIPMENT:
See Attached Equipment Exhibit A

Lessee understands that Lessor's commitment to lease Equipment under this Lease Schedule 002 is contingent upon continuing credit approval by Lessor's credit committee and such credit approval shall be at Lessor's sole discretion.

"Upon the following events occurring (in Lessor's sole determination), Lessor will cease all Lease Charges associated with Lease Schedule 001R as of December 31, 2025: (i) receipt by Lessor of all amounts due under Lease Agreement HAL101921 and Lease Schedule 001R through December 31, 2025, including, without limitation, any taxes that are due, levied or assessed for the period through December 31, 2025; and (ii) full execution and delivery of this Lease Schedule 002 by all parties. The parties agree that Lessor shall retain and keep, and that Lessee releases any claim to, all sums, including security deposits, received by Lessor that are related to Lease Schedule 001R.

Lessee hereby certifies that all of the Equipment listed on Equipment Exhibit A to this Lease Schedule 002 under the words "Transferring Equipment" that was listed and accepted on Lease Schedule 001R (the "Transferring Equipment") is now (i) in its possession, (ii) in good working order and satisfactory in all respects, and (iii) irrevocably accepted as of January 1, 2026. Therefore, the Installation Date of the Transferring Equipment shall be January 1, 2026.

Provided that Lessee has not defaulted under the Lease Agreement, title to the Equipment denoted with an "*" on the Equipment Exhibit A shall transfer to Lessee "as is, where is" for ($1.00) dollar after all of the following have occurred: (i) Lessor has received all of the monies due it under and associated with Lease Schedule 002; (ii) Lessee has paid to Lessor all other monetary amounts that are due pursuant to Lease Agreement Number HAL101921.002; and (iii) Lessee has otherwise complied with all of the terms and conditions of Lease Agreement Number HAL101921. LESSOR SELLS TO LESSEE WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE.

The Monthly Lease Charge will be prorated and charged as interim rent between the date an item of Equipment is accepted and the Commencement Date, which shall be the later of the first day of the month following the receipt of all "Returning Equipment" on the Equipment Exhibit A (the "Returning Equipment") or the first day of the month following the installation of the new Equipment. Lessee confirms that the Equipment listed on this Lease Schedule is business essential as part of the operation of Lessee.

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Every Term is Agreed to and Accepted:

PCN STRATEGIES LLC
"LESSOR"

By: _____

Print Name: Joshua Schulman

Title: SVP

Date: Sept 9 2025

Every Term is Agreed to and Accepted:

HALL COUNTY, GEORGIA
"LESSEE"

By: _____

Print Name: _____

Title: _____

Date: _____

The parties agree that this Lease Schedule, along with any riders and any documents or instruments issued or executed pursuant hereto, may be executed and delivered by electronic signatures and that the signatures appearing on such documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

APPROVED AS TO FORM

Justin R. Lawhon,
Senior Assistant County Attorney

Lease Agreement Number: HAL101921

Lease Schedule Number: 002

EQUIPMENT EXHIBIT A

VENDOR	INVOICE #	QTY	MODEL NO.	EQUIPMENT DESCRIPTION (including features)
				Equipment Location: 2460 Athens Highway, Gainesville, GA 30507
NEW EQUIPMENT				
PCN Strategies, Inc.		165	B360G3	GETAC B360G3 - Ultra 5 225H, 13.3 + Hello Cam, Win 11, 32GB TAA, 256GB PCIe SSD, SR FHD 1400 nits, TS, stylus, power cord, backlit KBD, WiFi and BlueTooth, RS232, VGA, Smart Card Reader, and 3-yr. B2B Warranty
		165		GETAC Bumper to Bumper Extended Warranty - extended service agreement, parts and labor, 2 years - 4th and 5th year, pick-up and return
		*45		TF-1 Standard Vehicle Docking w/power supply mounting bracket and screen support
		*45		GETAC Vehicle Adapter for TF-1 Docks (bare wire)
TRANSFERRING EQUIPMENT				
PCN Strategies, Inc.	15943	*120	543390100001	Getac: B360- Havis, PKG-DS-GTC-1202, Vehicle Dock w/ Brackets (includes 120W Vehicle Adapter)
RETURNING EQUIPMENT				
PCN Strategies, Inc.	15943	120	BM27T4CA6DGX	Getac B360 Fully Rugged Laptop, Intel Core i5-10210U Processor, 256GB PCIe SSD, Sunlight Readable Full HD LCD 1400 nits + Touchscreen, 1D/2D Barcode Reader, Membrane Backlit KBD w/ HF RFID, WiFi + Bluetooth and 3 Year Warranty

Agreed to and Accepted:
PCN STRATEGIES LLC
"LESSOR"

By: _____

Print Name: Joshua Schulman

Title: Sept 9, 2025

Agreed to and Accepted:
HALL COUNTY, GEORGIA
"LESSEE"

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM

Justin R. Lawhon,
Senior Assistant County Attorney

143-4910

FY2022	$75,970.50
FY 2023	$151,941.00
FY 2024	$151,941.00
FY 2025	$75,970.50

LEASE SCHEDULE 001

This Lease Schedule is issued pursuant to the Lease Agreement No. HAL101921 dated October 19, 2021. The terms and conditions of the Lease Agreement and the terms and conditions of Certificates of Acceptance executed pursuant to Lease Schedule 001, including Installation Dates and descriptions and serial numbers of Equipment contained therein, are a part hereof and incorporated by reference herein.

LESSOR:
PCN Strategies LLC
444 Second Street
Excelsior, MN 55331

LESSEE:
Hall County, Georgia
5859 Browns Bridge Road
Gainesville, GA 30504

SUPPLIER OF EQUIPMENT:
PCN Strategies

LOCATION OF INSTALLATION:
TBD

$151,941.00
x 3 annual pmts
$455,823.00 total

Term of Lease from Commencement Date: 36 months
Monthly Lease Charge: $12,661.75, due annually in the amount of $151,941.00
Security Deposit: Lessee shall deliver a security deposit in the amount of $12,662.00. If no Event of Default has occurred, this security deposit may be applied toward the total amounts due pursuant to the applicable Lease Schedule.

EQUIPMENT:
(120) Getac B360, Havis, PKG-DS-GTC-1202, Vehicle Dock to be fully described at a later date.

Lessee understands that Lessor's commitment to lease Equipment under this Lease Schedule 001 is contingent upon continuing credit approval by Lessor's credit committee and such credit approval shall be at Lessor's sole discretion.

The Monthly Lease Charge will be prorated and charged as interim rent between the date an item of Equipment is accepted and the Commencement Date.

Every Term is Agreed to and Accepted:

PCN STRATEGIES LLC
"LESSOR"

By: _____
Print Name: Mark Snoker
Title: SVP
Date: 12/2/21

Every Term is Agreed to and Accepted:

HALL COUNTY, GEORGIA
"LESSEE"

By: _____
Print Name: Richard Higgins
Title: Chairman
Date: November 10, 2021
Federal Tax ID No.: 58-6000836

Lease Agreement Number HAL101921
Lease Agreement

This Lease Agreement dated October 19, 2021, by and between **PCN STRATEGIES LLC** (the "Lessor") with an office located at 444 Second Street, Excelsior, Minnesota 55331 and **HALL COUNTY, GEORGIA** (the "Lessee") with an office located at 2859 Browns Bridge Road, Gainesville, Georgia 30504.

Lessor hereby leases or grants to the Lessee the right to use, and Lessee hereby rents and accepts the right to use, the tangible property and the equipment whether or not listed by serial number, and software and related services, on the Lease Schedule(s) attached hereto or incorporated herein by reference from time to time (collectively, the equipment, software and all related services are the "Equipment"), subject to the terms and conditions hereof, as supplemented with respect to each item of Equipment by the terms and conditions set forth in the appropriate Lease Schedule. The term "Lease Agreement" shall include this Lease Agreement and the various Lease Schedule(s) identifying each item of Equipment or the appropriate Lease Schedule(s) identifying one or more particular items of Equipment.

1. **Term**

This Lease Agreement is effective from the date it is executed by both parties. The term of this Lease Agreement, as to all Equipment designated on any particular Lease Schedule, shall commence on the Installation Date for all Equipment on such Lease Schedule and shall continue for an initial period ending that number of months from the Commencement Date as set forth in such Lease Schedule (the "Initial Term") and shall continue from year to year thereafter at the Monthly Charges last in effect, until terminated. The term of this Lease Agreement as to all Equipment designated on any particular Lease Schedule may be terminated without cause at the end of the Initial Term or the end of any year thereafter by either party mailing written notice of its termination to the other party not less than one-hundred twenty (120) days prior to such termination date. All such terminations are effective only with respect to not less than all Equipment under the applicable Lease Schedule. Notice of termination by Lessee may not be revoked without Lessor's written consent.

2. **Credit Review**

For each Lease Schedule, Lessee agrees that Lessor may conduct a credit investigation and review. In such event, Lessee shall provide, in a timely manner, such financial information as Lessor may request. Lessee represents and warrants that all such financial information accurately and completely presents Lessee's financial condition as of the date of execution of each Lease Schedule. Lessee shall upon request provide to Lessor a complete set of Lessee's financial statements, including a statement of cash flows, balance sheet and income statement, and any other financial information the Lessor may request. If during the Installation Period the Lessee's financial condition changes in any material respect (as determined by the Lessor in its sole discretion), then Lessor shall be entitled to stop purchasing equipment to be leased to Lessee and commence the applicable lease schedule(s).

3. **Licensed Software**

Any software listed in a Lease Schedule will be subject to Lessee's separate software license agreement with the owner or distributor ("Licensor") except as such agreement may conflict with the terms and conditions of the Lease Schedule. Lessee shall comply with all non-conflicting terms and look solely to the Licensor for satisfaction of all claims and warranties relating to the software. Lessee's obligations under a Lease Schedule will not be affected by any termination of a software license agreement or any defect in or loss of the software. Lessee is responsible for arranging delivery and installation of the software.

4. **Commencement Date**

The Installation Date for each item of Equipment shall be the day said item of Equipment is installed at the Location of Installation, ready for use, and accepted in writing by the Lessee. The Commencement Date for any Lease Schedule is the first day of the month following installation of all the Equipment of the Lease Schedule, unless the latest Installation Date for any Equipment on the Lease Schedule falls on the first day of the month, in which case that is the Commencement Date. The Lessee shall complete, execute and deliver to Lessor a Certificate of Acceptance listing the specific items of Equipment to be leased upon installation of the Equipment.

5. **Lease Charge**

The lease charges for the Equipment leased pursuant to this Lease Agreement shall be the aggregate "Monthly Lease Charge(s)" as set forth on each and every Lease Schedule executed pursuant hereto (the aggregate "Monthly Lease Charge(s)" are the "Lease Charges"). Lessee agrees to pay to Lessor the Lease Charges in accordance with the Lease Schedule(s), and the payments shall be made at Lessor's address indicated thereon. The Lease Charges shall be paid by Lessee monthly in advance with the first full month's payment due on the Commencement Date. Charges for taxes made in accordance with Section 6 below, and all other charges made under any other provision of this Lease Agreement and payable by Lessee, shall be paid to Lessor at Lessor's address specified on the Lease Schedule(s) on the date specified in invoices delivered to Lessee. If payment as specified above is not received by Lessor on the due date, Lessee agrees to and shall, to the fullest extent permitted by law, pay on demand, as a late charge, an amount equal to five percent (5%), or the maximum percentage allowed by law if less, of the amount past due ("Late Charges"). The parties agree that Late Charges will accrue until billed by Lessor. Late Charges shall be charged and added to any past due amount(s) on the date such payment is due and every thirty (30) days thereafter until all past due amounts are paid in full to Lessor.

6. **Taxes**

In addition to the Lease Charges and Late Charges (if any) set forth in Section 5 above, Lessee shall reimburse Lessor for all license or registration fees, assessments, charges, sales and use taxes, rental taxes, recycling, administrative or environmental fees, gross receipts taxes, personal property taxes and other taxes or fees now or hereafter imposed by any government, agency, province or otherwise upon the Equipment, the Lease Charges or upon the ownership, leasing, renting, purchase, possession, use, recycling or disposal of the Equipment, whether the same be assessed to Lessor or Lessee (the "Taxes"). Lessee's obligation to remit taxes and other non-rent related charges shall be due and payable upon invoice from Lessor in accordance with the terms of such invoice. Lessor shall file all property tax returns and pay all Taxes when due. Lessee, upon written notice to Lessor, may, in Lessee's own name, contest or protest any Taxes, and Lessor shall honor any such notice except when in Lessor's sole opinion such contest is futile or will cause a levy or lien to arise on the Equipment or cloud Lessor's title thereto. In

addition, Lessee shall be responsible to Lessor for the payment and discharge of any penalties or interest as a result of Lessee's actions or inactions. Nothing herein shall be construed to require Lessee to be responsible for any federal or state taxes or payments in lieu thereof, imposed upon or measured by the net income of Lessor, or state franchise taxes of Lessor, or except as provided hereinabove, any penalties or interest resulting from Lessor's failure to timely remit such tax payments.

7. **Delivery and Freight Costs**

All transportation charges upon the Equipment for delivery to Lessee's designated Location of Installation shall be paid by Lessee. All rigging, drayage charges, structural alterations, rental of heavy equipment and/or other expense necessary to place the Equipment at the Location of Installation are to be promptly paid by Lessee. Lessee shall accept delivery of the Equipment and allow the Equipment to be installed within five (5) days after delivery.

8. **Installation**

Lessee agrees to pay for the actual installation of the Equipment at the Location of Installation or any other location authorized under this Agreement. Lessee shall make available and agrees to pay for all costs associated with providing a suitable place of installation and necessary electrical power, outlets and air conditioning required for operating the Equipment as defined in the Equipment manufacturer's installation manual or instructions, or as otherwise required by the Equipment manufacturer. All supplies consumed or required by the Equipment shall be furnished and paid for by Lessee.

9. **Return to Lessor**

On the day following the last day of the lease term associated with a Lease Schedule (the "Return Date"), Lessee shall cause and pay for the Equipment listed on that Lease Schedule to be deinstalled, packed using the manufacturer's standard packing materials and shipped to a location designated in writing by Lessor (the "Return Location"). If the Equipment listed on the applicable Lease Schedule is not at the Return Location within ten (10) days of the Return Date, or Lessee fails to deinstall and ship the Equipment on the Return Date, then any written notice of termination delivered by Lessee shall become void, and the Lease Schedule shall continue in accordance with this Lease Agreement. In no event may Lessee avoid the effect of the preceding sentence by returning less than all of the Equipment listed on the applicable Lease Schedule or by returning substituted Equipment unless Lessor, in its sole discretion, shall expressly agree in writing. Irrespective of any other provision hereof, Lessee will bear the risk of damage from fire, the elements or otherwise until delivery of the Equipment to the Return Location. At such time as the Equipment is delivered to the Lessor at the Return Location, the Equipment will be at the risk of the Lessor.

10. **Maintenance**

Lessee, at its sole expense, shall maintain the Equipment in good repair, working order and condition. Lessee shall enter into, pay for and maintain in force during the entire term of any Lease Schedule, a maintenance agreement with the manufacturer of the Equipment providing for continuous uninterrupted maintenance of the Equipment (the "Maintenance Agreement"). Upon Lessor's request, Lessee shall provide a copy of each such Maintenance Agreement to Lessor. Lessee will cause the manufacturer to keep the Equipment in good working order in accordance with the provisions of the Maintenance Agreement and make all necessary adjustments and repairs to the Equipment. The manufacturer is hereby authorized to accept the directions of Lessee with respect thereto. Lessee agrees to allow the manufacturer full and free access to the Equipment. All maintenance and service charges, whether under the Maintenance Agreement or otherwise, and all expenses, if any, of the manufacturer's customer engineers incurred in connection with maintenance and repair services, shall be promptly paid by Lessee. Lessee warrants that all of the Equipment shall be in good working order operating according to manufacturer's specification and eligible for the manufacturer's standard maintenance agreement upon delivery to and inspection and testing by the Lessor. If the Equipment is not free of physical defect or damage, operating according to manufacturer's specification, in good working order and/or eligible for the manufacturer's standard maintenance agreement, then Lessee agrees to reimburse Lessor for all costs, losses, expenses and fees associated with such equipment and the repair or replacement thereof. Upon the termination of any Lease Schedule or this Lease Agreement, Lessee warrants that the Equipment shall be eligible for the manufacturer's standard maintenance agreement. Lessee agrees to reimburse Lessor for any costs it incurs in making the Equipment eligible for such standard maintenance.

11. **Location, Ownership and Use**

The Equipment shall, at all times, be the sole and exclusive property of Lessor. Lessee shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of its business at the Location of Installation or as otherwise provided herein. The Equipment is and shall remain personal property of the Lessor even if installed in or attached to real property. Lessor shall be permitted to display notice of its ownership on the Equipment by means of a suitable stencil, label or plaque affixed thereto.

Lessee shall keep the Equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Lessee shall give Lessor immediate notice of any such attachment or other judicial process affecting any of the Equipment. Without Lessor's written permission, Lessee shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the Location of Installation, any item of Equipment. If any item of Equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "New Equipment") without Lessor's prior written consent, then all of the New Equipment shall become Equipment owned by Lessor subject to this Lease Agreement and the applicable Lease Schedule.

Any feature(s) installed on the Equipment at the time of delivery which are not specified on the Lease Schedule(s) are and shall remain the sole property of the Lessor. Lessee shall cause the Equipment to be operated in accordance with the applicable vendor's or manufacturer's manual of instructions by competent and qualified personnel.

12. **Financing Statement**

Lessor is hereby authorized by Lessee to cause this Lease Agreement or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment. Lessee agrees to execute any such instruments as Lessor may request from time to time.

13. **Alterations and Attachments**

Upon prior written notice to Lessor, Lessee may, at its own expense, make minor alterations in or add attachments to the Equipment, provided such alterations and attachments shall not interfere with the normal operation of the Equipment and do not otherwise involve the pledge, assignment, exchange, trade or substitution of the Equipment or any component or part thereof. All such alterations and attachments to the Equipment shall become part of the Equipment leased to Lessee and owned by Lessor. If, in Lessor's sole determination, the alteration or attachment reduces the value of the Equipment or interferes with the normal and satisfactory operation or maintenance of any of the Equipment, or creates a safety hazard, Lessee shall, upon notice from Lessor to that effect, promptly remove the alteration or attachment at Lessee's expense and restore the Equipment to the condition the Equipment was in just prior to the alteration or attachment.

14. **Loss and Damage**

Lessee shall assume and bear the risk of loss, theft and damage (including any government requisition, condemnation or confiscation) to the Equipment and all component parts hereof from any and every cause whatsoever, whether or not covered by insurance. No loss or damage to the Equipment or any component part thereof shall impair any obligation of Lessee under this Lease Agreement, which shall continue in full force and effect except as hereinafter expressly provided. Lessee shall repair or cause to be repaired all damage to the Equipment. In the event that all or part of the Equipment shall, as a result of any cause whatsoever, become lost, stolen, destroyed or otherwise rendered irreparably unusable or damaged (collectively, the "Loss") then Lessee shall, within ten (10) days after the Loss, fully inform Lessor in writing of such a Loss and shall pay to Lessor the following amounts: (i) the Monthly Lease Charges (and other amounts) due and owing under this Lease Agreement at the time of the Loss (or Event of Default, as defined hereinafter), plus (ii) the original cost of the Equipment subject to the Loss (or Event of Default, as defined hereinafter) multiplied by the "Percent of Original Cost." The Original Cost of a particular item of Equipment shall be Lessee's original purchase price of such item at the time of its purchase or payment to the applicable vendor by Lessor, plus additional or related charges such as taxes, delivery and

freight, installation, maintenance, etc. The Percent of Original Cost shall be the Per Payment Factor multiplied by the number of lease payments Lessor has received from Lessee during the Initial Term subtracted from 112 and then divided by 100. The Per Payment Factor is the sum of 112 multiplied by 0.7 divided by the number of Monthly Lease Charges that are due during the Initial Term (collectively, the sum of (i) plus (ii) shall be the "Casualty Loss Value"). Upon receipt by Lessor of the Casualty Loss Value: (i) the applicable Equipment shall be removed from the Lease Schedule; and (ii) Lessee's obligation to pay Lease Charges associated with the applicable Equipment shall cease. Lessor may request, and Lessee shall complete, an affidavit(s), which swears out the facts supporting the Loss of any item of Equipment.

15. Insurance

Until the Equipment is returned to Lessor or as otherwise herein provided, whether or not this Lease Agreement has terminated as to the Equipment, Lessee at its expense, shall maintain: (i) property and casualty insurance insuring the Equipment for its Casualty Loss Value naming Lessor and/or its assigns as sole loss payee; and (ii) comprehensive public liability and third-party property insurance naming Lessor and/or its assigns as additional insureds. The insurance shall cover the interest of both the Lessor and Lessee in the Equipment, or as the case may be, shall protect both the Lessor and Lessee in respect to all risks arising out of the condition, delivery, installation, maintenance, use or operation of the Equipment.

All such insurance shall provide for thirty (30) days prior written notice to Lessor of cancellation, restriction, or reduction of coverage and shall have a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on the Equipment. Prior to installation of the Equipment, all policies or certificates of insurance shall be delivered to Lessor by Lessee. Lessee agrees to keep the Equipment insured with an insurance company which is at least "A" rated by A.M. Best and in such form, including a maximum deductible, as may be satisfactory to Lessor. The proceeds of any loss or damage insurance shall be payable to Lessor, but Lessor shall remit all such insurance proceeds to Lessee at such time as Lessee either (i) provides Lessor satisfactory proof that the damage has been repaired and the Equipment has been restored to good working order and condition or (ii) pays to Lessor the Casualty Loss Value. It is understood and agreed that any payments made by Lessee or its insurance carrier for loss or damage of any kind whatsoever to the Equipment are not made as accelerated rental payments or adjustments of rental, but are made solely as indemnity to Lessor for loss or damage of its Equipment.

16. Enforcement of Warranties

Lessee, in its own name, shall, so long as this Lease Agreement is in force, enforce any manufacturer's Equipment warranty.

17. Warranties and Disclaimers

Lessor warrants that at the time the Equipment is delivered to Lessee, Lessor will have full right, power and authority to lease the Equipment to Lessee. EXCEPT FOR THE WARRANTY IN THE SENTENCE DIRECTLY PRECEDING THIS ONE, LESSOR DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE; THAT LESSOR HAS NOT SELECTED, MANUFACTURED, SOLD OR SUPPLIED ANY OF THE EQUIPMENT; THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES CONTAINED IN THIS LEASE AGREEMENT; AND THAT NEITHER LESSOR NOR SUPPLIER IS AN AGENT FOR THE OTHER AND LESSOR WILL NOT BE BOUND BY OR LIABLE FOR ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY THE SUPPLIER. NO DEFECT, UNMERCHANTABILITY OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR PERFORM OTHER OBLIGATIONS UNDER THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT IT IS NOT A FOREIGN "FINANCIAL INSTITUTION" OR ACTING ON BEHALF OF A FOREIGN "FINANCIAL INSTITUTION" AS THAT TERM IS DEFINED IN THE BANK SECRECY ACT, 31 U.S.C. 5318, AS AMENDED. LESSEE ACKNOWLEDGES THAT LESSOR, IN COMPLIANCE WITH SECTION 326 OF THE USA PATRIOT ACT, WILL BE VERIFYING CERTAIN INFORMATION ABOUT LESSEE. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSOR AND ITS REPRESENTATIVES AND EMPLOYEES HAVE NOT MADE ANY STATEMENT, REPRESENTATION OR WARRANTY RELATIVE TO THE ACCOUNTING OR TAX ENTRIES, TREATMENT, BENEFIT, USE OR CLASSIFICATION OF THE LEASE AGREEMENT, OR ASSOCIATED LEASE SCHEDULES. LESSEE ACKNOWLEDGES THAT IT AND/OR ITS INDEPENDENT ACCOUNTANTS ARE SOLELY RESPONSIBLE FOR (I) ANY AND ALL OF LESSEE'S ACCOUNTING AND TAX ENTRIES ASSOCIATED WITH THE LEASE AGREEMENT AND/OR THE LEASE SCHEDULES AND (II) THE ACCOUNTING AND TAX TREATMENT, BENEFITS, USES AND CLASSIFICATION OF THE LEASE AGREEMENT OR ANY LEASE SCHEDULE. LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY INFORMATION, INCLUDING BUT NOT LIMITED TO CONSUMER OR PATIENT INFORMATION, THAT IS AT ANY TIME ENTERED, STORED, TRANSFERRED TO, CONTAINED OR RETAINED ON ANY EQUIPMENT, WHETHER OR NOT SUCH INFORMATION IS SUBJECT TO FEDERAL, STATE OR OTHER LAW, INCLUDING BY WAY OF EXAMPLE ONLY AND NOT OF LIMITATION, THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA), FINANCIAL MODERNIZATION ACT (GRAMM-LEACH-BLILEY ACT), ETC. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RELATIONSHIP BETWEEN THE LESSOR AND LESSEE, THIS LEASE AGREEMENT OR THE PERFORMANCE, POSSESSION, LEASE OR USE OF THE EQUIPMENT. THIS LEASE AGREEMENT IS A "FINANCE LEASE" AS THAT TERM IS DEFINED AND USED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE WILL BE CONFERRED ON LESSEE.

18. Event of Default

The occurrence of any of the following events shall constitute an Event of Default under this Lease Agreement and/or any Lease Schedule:

(1) the nonpayment by Lessee of any Lease Charges when due, or the nonpayment by Lessee of any other sum required hereunder to be paid by Lessee which non-payment continues for a period of ten (10) days from the date when due;

(2) the failure of Lessee to perform any other term, covenant or condition of this Lease Agreement, any Lease Schedule or any other document, agreement or instrument executed pursuant hereto or in connection herewith which is not cured within ten (10) days after written notice thereof from Lessor;

(3) Lessee attempts to or does remove, transfer, sell, swap, assign, sublease, trade, exchange, encumber, receive an allowance or credit for, or part with possession of, any item of Equipment;

(4) Lessee ceases doing business as a going concern, is insolvent, makes an assignment for the benefit of creditors, fails to pay its debts as they become due, offers a settlement to creditors or calls a meeting of creditors for any such purposes, files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, is

adjudicated bankrupt or insolvent, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation;

(5) any of Lessee's representations or warranties made herein or in any oral or written statement or certificate at any time given in writing pursuant hereto or in connection herewith shall be false or misleading in any material respect;

(6) Lessee defaults under or otherwise has accelerated any material obligation, credit agreement, loan agreement, conditional sales contract, lease, indenture or debentures; or Lessee defaults under any other agreement now existing or hereafter made with Lessor;

(7) the breach or repudiation by any party thereto of any guaranty, subordination agreement or other agreement running in favor of Lessor obtained in connection with this Lease Agreement; or

(8) Lessee (i) enters into any merger or consolidation with, or sells or transfers all or any substantial portion of its assets to, or enters into any partnership or joint venture other than in the ordinary course of business with, any entity, (ii) dissolves, liquidates or ceases or suspends the conduct of business, or ceases to maintain its existence, (iii) if Lessee is a privately held entity, enters into or suffers any transaction or series of transactions as a result of which Lessee is directly or indirectly controlled by persons or entities not directly or indirectly controlling Lessee as of the date hereof, or (iv) if Lessee is a publicly held entity, there shall be a change in the ownership of Lessee's stock or other equivalent ownership interest such that Lessee is no longer subject to the reporting requirements of, or no longer has a class of equity securities registered under, the Securities Act of 1933 or the Securities Exchange Act of 1934.

19. Remedies

Should any Event of Default occur, Lessor may, in order to protect its interests and reasonably expected profits, with or without notice or demand upon Lessee, retain any and all security deposits and pursue and enforce, alternatively, successively and/or concurrently, any one or more of the following remedies:

(1) recover from Lessee all accrued and unpaid Lease Charges and other amounts due and owing on the date of the default;

(2) recover from Lessee from time to time all Lease Charges and other amounts as and when becoming due hereunder;

(3) accelerate, cause to become immediately due and recover the present value of all Lease Charges and other amounts due and/or likely to become due hereunder from the date of the default to the end of the lease term using a discount rate of two percent (2%);

(4) cause to become immediately due and payable and recover from Lessee the Casualty Loss Value of the Equipment, which Lessee agrees is not a penalty but rather the fair measure of Lessor's loss in or damage to Lessor's interests in the Equipment and Lease caused by Lessee's default hereunder;

(5) terminate any or all of the Lessee's rights, but not its obligations, associated with the lease of the Equipment under this Lease Agreement;

(6) retake (by Lessor, independent contractor, or by requiring Lessee to assemble and surrender the Equipment in accordance with the provisions of Section 9 hereinabove) possession of the Equipment without terminating the Lease Schedule or the Lease Agreement free from claims by Lessee which claims are hereby expressly waived by Lessee;

(7) require Lessee to deliver the Equipment to a location designated by Lessor;

(8) proceed by court action to enforce performance by Lessee of its obligations associated with any Lease Schedule and/or this Lease Agreement; and/or

(9) pursue any other remedy Lessor may otherwise have, at law, equity or under any statute and recover damages and expenses (including attorneys' fees) incurred by Lessor by reason of the Event of Default.

Upon repossession of the Equipment, Lessor shall have the right to lease, sell or otherwise dispose of such Equipment in a commercially reasonable manner, with or without notice, at a public or private sale. Lessor's pursuit and enforcement of any one or more remedies shall not be deemed an election or waiver by Lessor of any other remedy. Lessor shall not be obligated to sell or re-lease the Equipment. Any sale or re-lease, may be held at such place or places as are selected by Lessor, with or without having the Equipment present. Any such sale or re-lease may be at wholesale or retail, in bulk or in parcels. Time and exactitude of each of the terms and conditions of this Lease Agreement are hereby declared to be of the essence. Lessor may accept past due payments in any amount without modifying the terms of this Lease Agreement and without waiving any rights of Lessor hereunder.

20. Costs and Attorneys' Fees

In the event of any default, claim, proceeding, including a bankruptcy proceeding, arbitration, mediation, counter-claim, action (whether legal or equitable), appeal or otherwise, whether initiated by Lessor or Lessee (or a debtor-in-possession or bankruptcy trustee), which arises out of, under, or is related in any way to this Lease Agreement, any Lease Schedule, or any other document, agreement or instrument executed pursuant thereto or in connection therewith, or any governmental examination or investigation of Lessee, which requires Lessor's participation (individually and collectively, the "Claim"), Lessee, in addition to all other sums which Lessee may be called upon to pay under the provisions of this Lease Agreement, shall pay to Lessor, on demand, all costs, expenses and fees paid or payable in connection with the Claim, including, but not limited to, attorneys' fees and out-of-pocket costs, including travel and related expenses incurred by Lessor or its attorneys.

21. Lessor's Performance Option

Should Lessee fail to make any payment or to do any act as provided by this Lease Agreement, then Lessor shall have the right (but not the obligation), without notice to Lessee of its intention to do so and without releasing Lessee from any obligation hereunder to make or to do the same, to make advances to preserve the Equipment or Lessor's title thereto, and to pay, purchase, contest or compromise any insurance premium, encumbrance, charge, tax, lien or other sum which in the judgment of Lessor appears to affect the Equipment, and in exercising any such rights, Lessor may incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor. All sums so incurred or expended by Lessor shall be due and payable by Lessee within ten (10) days of notice thereof.

22. Quiet Possession and Inspection

Lessor hereby covenants with Lessee that Lessee shall quietly possess the Equipment subject to and in accordance with the provisions hereof so long as Lessee is not in default hereunder; provided, however, that Lessor or its designated agent may, at any and all reasonable times during business hours, enter Lessee's premises for the purposes of inspecting the Equipment and the manner in which it is being used.

23. Assignments

This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Lessee, however, shall not assign, transfer, pledge, mortgage, hypothecate or otherwise dispose of this Lease Agreement, the Lease Schedule(s), the Equipment, or any interest therein or sublet any of the Equipment without first obtaining the prior written consent of Lessor and its assigns, if any. Lessee acknowledges that the terms and conditions of this Lease Agreement have been fixed in anticipation of the possible assignment of Lessor's rights under this Lease Agreement and in and to the Equipment as collateral security to a third party ("Assignee") which will rely upon and be entitled to the benefit of the provisions of this Lease Agreement. Lessee agrees to provide Lessor or its assigns with Lessee's most recent audited and its most current financial statements. Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee if directed by Lessor, notwithstanding any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Lease Agreement or not) that Lessee may from time to time have against Lessor. Upon such assignment, the Lessor shall remain obligated to perform any obligations it may have under this Lease Agreement and the Assignee shall (unless otherwise expressly agreed to in writing by the Assignee) have no obligation to perform such obligations. Any such assignment shall be subject to Lessee's rights to use and possess the Equipment so long as Lessee is not in default hereunder.

24. Survival of Obligations

All covenants, agreements, representations, and warranties contained in this Lease Agreement, any Lease Schedule, or in any document attached thereto, shall be for the benefit of Lessor and Lessee and their respective successors, any assignee or secured party. Further, all covenants, agreements, representations, and warranties contained in this Lease Agreement, any Lease Schedule, or in any document attached

thereto, shall survive the execution and delivery of this Lease Agreement and the expiration or other termination of this Lease Agreement.

25. Corporate Authority

The parties hereto covenant and warrant that the persons executing this Lease Agreement and each Lease Schedule on their behalf have been duly authorized to do so, and this Lease Agreement and any Lease Schedule constitute a valid and binding obligation of the parties hereto. The Lessee will, if requested by Lessor, provide to Lessor, Certificates of Authority naming the officers of the Lessee who have the authority to execute this Lease Agreement and any Lease Schedules attached thereto.

26. Landlords' and Mortgagees' Waiver

If requested, Lessee shall furnish waivers, in form and substance satisfactory to Lessor, from all landlords and mortgagees of any premises upon which any Equipment is located.

27. Miscellaneous

This Lease Agreement, the Lease Schedule(s), attached riders and any documents or instruments issued or executed pursuant hereto will have been made, executed and delivered in and shall be governed by the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Georgia. Lessee and Lessor consent to jurisdiction of any local, state or federal court located within Georgia. Venue shall be in Georgia and Lessee hereby waives local venue and any objection relating to Georgia being an improper venue to conduct any proceeding relating to this Lease Agreement.

This Lease Agreement was jointly drafted by the parties, and the parties hereby agree that neither should be favored in the construction, interpretation or application of any provision or any ambiguity. There are no unwritten or oral agreements between the parties. This Lease Agreement and associated Lease Schedule(s) constitute the entire understanding and agreement between Lessor and Lessee with respect to the lease of the Equipment, superseding all prior understandings, agreements, negotiations, discussions, proposals, representations, promises, commitments and offers between the parties, whether oral or written. This Lease Agreement and associated Lease Schedule(s) constitute a single unitary agreement. No provision of this Lease Agreement or any Lease Schedule shall be deemed waived, amended, discharged or modified orally or by custom, usage or course of conduct unless such waiver, amendment or modification is in writing and signed by an officer of each of the parties hereto. If any one or more of the provisions of this Lease Agreement or any Lease Schedule is for any reason held invalid, illegal or unenforceable, the remaining provisions of this Lease Agreement and any such Lease Schedule will be unimpaired, and the invalid, illegal or unenforceable provisions shall be replaced by a mutually acceptable valid, legal and enforceable provision that is closest to the original intention of the parties. Lessee agrees that neither the manufacturer, nor the supplier, nor any of their salespersons, employees or agents are agents of Lessor.

Any notice provided for herein shall be in writing and sent by certified or registered mail to the parties at the addresses stated on page 1 of this Lease Agreement.

The Monthly Lease Charge is intended to be fixed from the Commencement Date to the end of the term. The three-year treasury rate is an integral part of the lease rate. Lessee and Lessor agree that the lease rate shall also be fixed during the Installation Period but should the three-year treasury rate change during such Installation Period, the lease rate may be adjusted by the Lessor on or prior to the Commencement Date.

If, as part of a budget approved for Lessee for a fiscal year, sufficient funds are not appropriated to make payments required under a Lease Schedule, such Lease Schedule shall terminate as of the end of the last fiscal year for which funds have been appropriated provided that (1) Lessee does not acquire any substitute equipment which is functionally similar to the Equipment; (2) Lessee's operating funds are not otherwise available to Lessee to pay the Lease Charges; (3) there is no other legal procedure or available funds by or with which payment can be made to Lessor; and (4) the non-appropriation of funds did not result from any act or omission by Lessee. Lessee shall have the right to return the Equipment to Lessor as allowed hereunder and terminate by written notice to Lessor not less than ninety (90) days prior to the end of Lessee's fiscal year. Upon such termination, Lessee shall not thereafter acquire, lease or finance functionally similar equipment for a period of twelve (12) months. In the event subsequent to such termination funds are made available to Lessee for equipment which is functionally similar to the Equipment, Lessee agrees, at Lessor's option, to purchase, lease and / or otherwise acquire such equipment from Lessor. Lessee represents and warrants that it has appropriated and budgeted the necessary funds to pay all amounts due under a Lease Schedule for the remainder of the fiscal year in which the term for the applicable Lease Schedule commences. For each Lease Schedule created hereunder, Lessee shall provide Lessor with an opinion of counsel and other documentation as required by Lessor.

This Lease Agreement shall not become effective until delivered to Lessor at its offices at Excelsior, Minnesota and executed by Lessor. If this Lease Agreement shall be executed by Lessor prior to being executed by Lessee, it shall become void at Lessor's option five (5) days after the date of Lessor's execution hereof, unless Lessor shall have received by such date a copy hereof executed by a duly authorized representative of Lessee.

This Lease Agreement is made subject to the terms and conditions included herein and Lessee's acceptance is effective only to the extent that such terms and conditions are consistent with the terms and conditions herein. Any acceptance that contains terms and conditions that are in addition to or inconsistent with the terms and conditions herein will be a counter-offer and will not be binding unless agreed to in writing by Lessor.

If contrary to the parties' intentions a court of competent jurisdiction determines that this Lease is not a true "lease" under the UCC or other applicable law but rather another form of indebtedness secured by the Equipment, then Lessee shall be deemed to have granted and hereby grants to Lessor, a first priority security interest in: (1) the Equipment and all additions, attachments, accessories and accessions thereto; (2) all subleases, chattel paper, accounts, security deposits, and general intangibles relating thereto, and any and all substitutions, replacements or exchanges for any such item of Equipment, in each such case in which Lessee shall from time to time acquire an interest; and (3) any and all insurance and/or other proceeds of the property and other collateral in and against which a security interest is granted hereunder. Lessee hereby authorizes Lessor to file financing statements and/or any other appropriate document of public record in the applicable jurisdictions in order to perfect the security interest granted hereunder (for precautionary purposes only). Upon a default by Lessee under this Lease, in addition to all other remedies set forth herein, Lessor shall be entitled to exercise all other rights and remedies available to a secured party.

The terms used in this Lease Agreement, unless otherwise defined, shall have the meanings ascribed to them in the Lease Schedule(s).

28. REPOSSESSION AND JURY TRIAL WAIVER

LESSEE ACKNOWLEDGES THAT, PURSUANT TO SECTION 19 HEREOF, LESSOR HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD LESSEE BECOME IN DEFAULT OF ITS OBLIGATIONS HEREUNDER. LESSEE HEREBY WAIVES THE RIGHT, IF ANY, TO REQUIRE LESSOR TO GIVE LESSEE NOTICE AND A JUDICIAL HEARING PRIOR TO EXERCISING SUCH RIGHT OF REPOSSESSION.

LESSEE HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION BY OR AGAINST LESSOR IN CONNECTION WITH THIS LEASE AGREEMENT.

29. Net Lease

This Lease Agreement is a net lease and Lessee's obligations to pay all Lease Charges and other amounts payable hereunder shall be absolute and unconditional and, except as expressly provided herein, shall not be subject to any: (i) delay, abatement, reduction, defense, counterclaim, set-off or recoupment; (ii) discontinuance or termination of any license; (iii) Equipment failure, defect or deficiency; (iv) damage to or destruction of the Equipment; or (v) dissatisfaction with the Equipment or otherwise, including any present or future claim against Lessor or the manufacturer, supplier, reseller or vendor of the Equipment. To the extent that the Equipment includes intangible (or intellectual) property, Lessee understands and agrees that: (i) Lessor is not a party to and does not have any responsibility under any software license and/or other agreement with respect to any software; and (ii) Lessee will be responsible to pay all of the Lease Charges and perform all its other obligations under this Lease Agreement despite any defect, deficiency, failure, termination, dissatisfaction, damage or destruction of any software or software license. Further, Lessee agrees that it has an unconditional, irrevocable and absolute obligation to pay all Lease Charges and other amounts payable hereunder to the Lessor although (i) the Lessor does not hold title to any Software (or intellectual or intangible property), (ii) Lessor is not a party to any Software license (or intellectual or intangible property license) that

is listed among the Equipment on any Lease Schedule and (iii) any license to Software is exclusively between the licensor of the Software ("Licensor") and the Lessee. Except as expressly provided herein, this Lease Agreement shall not terminate for any reason, including any defect in the Equipment or Lessor's title thereto or any destruction or loss of use of any item of Equipment.

30. **Headings**

Section headings herein are used for convenience only and shall not otherwise affect the provisions of this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed by their respective duly authorized representative.

Every Term is Agreed to and Accepted:

PCN STRATEGIES LLC
"LESSOR"

By: _____

Print Name: Mark Grover

Title: SVP

Date: 12/2/21

Every Term is Agreed to and Accepted:

HALL COUNTY, GEORGIA
"LESSEE"

By: _____

Print Name: Richard Higgins

Title: Chairman

Date: November 10, 2021

AGENDA ITEM

Sheriff's Office

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 556/2025

SUBJECT: Approval and authorization for the Chairman to execute Amendment #1 to RFQ/P# 46-009 Inmate Telephone System & Services for the Hall County Jail to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX.

Meetings:

Work Session Date: 10/06/25 **Voting Meeting Date:** 10/07/25

Executive Summary:

Presenter: 1LJA

Recommendation:
Approve

Purpose of Request:

Approval and authorization for the Chairman to execute Amendment #1 to RFQ/P# 46-009 Inmate Telephone System & Services for the Hall County Jail to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX.

History:
Contract #46-009 was approved on June 26, 2025 without commissions being paid to Hall County according to FCC ruling on the Martha Wright-Reed Act.

On June 30, 2025 the FCC extended the deadline for adhering to the Martha Wright-Reed Act, allowing our facility to continue collecting commissions on phone calls and not cap the rates until 2027.

Facts and Issues:
The projected annual revenue is $37,670 per month totaling $452,040.00.

Options:

Funding Requested	$ 0.00
Are funds within current budget?	Yes
Source of Funds	Restricted Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Purchasing	Budget
MM	SC	AY	JM
Finance	**Attorney**	**Administration**	**Clerk**
TS	JL	CR	JR

Attachments:
Amendment 1
Contract #46-009
FCC News Release

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 556/2025

Funds Requested: $ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Restricted Funds

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	203-RESTRICTED PROGRAMS FUND	3326-SHERIFFâ€JAIL	382000-TELEPHONE COMMISSIONS	$-452,040.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MJS

Phone: (770) 531-4959

AMENDMENT No. 1 to the
CONTRACT #46-009 for
INMATE TELEPHONE SYSTEM AND SERVICES - JAIL

This Amendment No. 1 to the Contract #46-009 for Inmate Telephone System and Services - Jail, having an original Effective Date of June 26, 2025 (the "Agreement"), is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** ("ICS") and **Hall County, Georgia** (the "County").

Whereas, the parties wish to amend the Agreement as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.

2. The service rates applicable under the Agreement are hereby amended to be as follows:

Prepaid, Debit, & Collect (Direct Bill) Calling Rates	
Call Type	Per Minute Charge
All Domestic Intrastate & Interstate	$0.15
International (Debit only)	* Cost + $0.15

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

** "Cost" means ICS' underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6010 (e).*

Call rates shown do not include local, county, state and federal taxes and regulatory fees.

Keep Families Connected Program™: Two (2) free calls, two (2) free messages and one (1) free Remote Video Visitation session per week per inmate.

Other Service Fees:

Remote Video Visitation (per minute)…… $0.25
Streaming Tablet Content (per minute)…… $0.05
Email/Text/Photo Messaging (per message)…… $0.25

3. ICS shall pay to County a Commission of 60% of the gross call revenue for all calls originating from the Hall County Jail facility. Additionally, ICS shall pay to County 25% of any service fees collected with respect to Remote Video Visitation, Streaming Tablet Content and Email/Text/Photo Messaging services.

4. In the event that the FCC's regulations under 47 C.F.R. § 64, or any applicable State regulations, in effect as of the execution of this Amendment, are subsequently overturned or materially altered, the parties agree to enter into good faith negotiations to amend the Agreement in a manner that provides sufficient consideration for ongoing services, as well as complies with any such regulatory change.

5. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives:

Inmate Calling Solutions, LLC	**Hall County, Georgia,**
(Signature)	(Signature)
Mike Kennedy (Printed Name)	(Printed Name)
Vice President Sales & Marketing (Title)	(Title)
9/5/2025 (Date)	(Date)

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #: 46-009

For the provision of

Inmate Telephone System & Services - Jail

ARTICLE #101 – INTRODUCTION

This Contract for Inmate Telephone System & Services (hereinafter "Services") is made and as entered into as of ~~July 1, 2025~~ 6/26/2025 (JR) (execution date) and July 1, 2025 (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Inmate Calling Solutions, LLC which is principally located at _____. (hereinafter "Contractor").

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

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

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

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

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

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

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

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed in the Scope of Work. Unapproved work outside the Scope of Work may not be compensated.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet, which shall be fixed and firm for the duration of the contract unless modified by mutual consent via Amendment or Renewal.

ARTICLE #103 – NOTICES

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

COUNTY PROJECT MANAGER
Jason Smith
Major
Hall County Jail
1700 Barber Road
Gainesville, GA 30507
jsmith@hallcounty.org
Ph: 770-531-3934

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

CONTRACTOR'S CONTACT INFORMATION

Contact Names: _____

_____

Company Name: _____

Physical Address: _____

REMIT TO ADDRESS (if different): _____

_____

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

_____

_____

_____

The Contract shall be exclusive throughout its term with respect to the Services being provided; however, County reserves the right to select other Contractors to provide the Services similar to those described in this Contract if the Contractor fails to perform after notice thereof in accordance with Article #107.

ARTICLE #105 – CONTRACT TERM

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

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

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

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

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

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

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

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

D. If at any point during the life of this Agreement the Federal Communications Commission ("FCC") takes any action, or there is action is taken by another legislative body, that materially alters what is required of Hall County Sheriff's Office's to comply with the Martha Wright-Reed Act, Hall County Sheriff's Office shall be entitled to immediately renegotiate the terms and pricing of the Agreement with the Vendor. If what is required to be in compliance with the Martha Wright-Reed Act does materially change during the life of this Agreement and Hall County's Sheriff's Office wishes to enforce their right to renegotiate any terms or pricing of the Agreement Hall County Sheriff's Office shall provide Vendor with written notice of the material change and notify Vendor of what terms and/or pricing they wish to renegotiate. If thereafter the parties cannot agree to new terms and/or pricing Hall County Sheriff's Office shall be entitled to terminate the Agreement, without penalty, by providing the Vendor written notice at least five (5) days in advance of the date upon they wish the Agreement to terminate. A termination of the Agreement by Hall County Sheriff's Office under this provision shall not in any way be considered a breach or cause Hall County Sheriff's Office to be liable for damages of any kind.

ARTICLE #108 – TERMINATION PROVISIONS

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

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

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

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.

2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,
   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
   3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.

F. **Payment Limitation in Event of Termination.**
In the event of termination of the Contract for cause by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract. Contractor's financial offer to County is based on the expectation of a term of at least three years, inclusive of optional renewal terms (collectively, the "Cost Recovery Period"). In the event County terminates the Contract for convenience (without cause) pursuant to Article #108.A, or otherwise elects not to renew the Term pursuant to Article #105, prior to completion of the Cost Recovery Period, then County shall reimburse Contractor for its cost to deliver and implement inmate communication services at the rate of $12,000.00 per month for each month that would have otherwise remained in such Cost Recovery Period."

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

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES

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, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate

stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

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

C. Contractor agrees to obtain prior written approval from the County for the use of sub-contractor(s) to provide the Services described in Scope of Work prior to sub-contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

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

Commented [LB1]: The insurance policy will always have Terms & Conditions that apply independent of what indemnification obligations might be shown elsewhere in the contract.

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate

- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury

- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

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

Additional Provisions:

-
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

Commented [LB2]: ICSolutions does not maintain uninsured motorist coverage.

Umbrella Liability Insurance: Required for all contracts.
$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

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

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

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

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

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate
- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses

- $50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

Additional Provisions: Coverage shall include at a minimum:
- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contracting information is obtained or accessed
- Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. **Invoice/Payment**
1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not

constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit C – Mandatory Cost Proposal Worksheet.

2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Prior to Substantial Completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, in each case, the aggregate of payments previously made.
8. Retainage payments shall be paid by County after final acceptance of work.

C. **Unsatisfactory Performance/Delay of Payment**

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

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

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

F. The Contractor must not factor or assign payments to another entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (if required)

The Contractor must furnish to the County both a performance and payment bond, both equal to one-hundred percent (100%) of the Contract's total award dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that follow.

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

ARTICLE #124 – RETAINAGE (If required)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

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

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

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

ARTICLE #132 – NOT A JOINT VENTURE

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

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.

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

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

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

Print Contractor's Full Legal Name Below:

Inmate Calling Solutions, LLC
d/b/a ICSolutions

By: _____

Print Name: Mike Kennedy

Title: Vice President Sales & Marketing

Sworn to and subscribed before me this

6 Day of May, 2025.

Notary Public: _____

Notary commission expires: May 19, 2028

[Local Signifi – Seal or Stamp]

MARIA NATALIA MANZANILLA
Notary Public, State of Texas
Comm. Expires 05-19-2028
Notary ID 130565609

HALL COUNTY, GEORGIA

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

Date: June 26, 2025

Attestation: _____
Board of Commissioners Clerk

BOARD OF COMMISSIONERS
HALL COUNTY GA
DEC. 15, 1818

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

ICSolutions Note:
In the event of an award to ICSolutions in this procurement, ICSolutions agrees to enter into a formal agreement "substantially in the form of 'EXHIBIT B – CONTRACT FOR SERVICES,'" and has indicated our agreement by signing the contract as required by RFQ/P p. 2, under the heading "Legally Binding Agreement." We have noted our exceptions to contract terms by redlining the document above. We would be happy to discuss the details of these exceptions at the County's request.

NEWS FROM THE FEDERAL COMMUNICATIONS COMMISSION

Carr Acts to Address Unintended Consequences of 2024 IPCS Order

Action Will Support Continued Availability of Calling Services While Mitigating Public Safety and Security Risks

WASHINGTON, June 30, 2025—Today, FCC Chairman Brendan Carr announced that the agency's Wireline Competition Bureau has taken action to address the negative, unintended consequences stemming from the Commission's 2024 decision on Incarcerated People's Communications Services (IPCS). By issuing a waiver of certain compliance deadlines, the FCC will both support the continued availability of IPCS for incarcerated people and promote both public safety and security interests.

As a result of this waiver decision, the FCC's 2021 Order rate cap, site commission, and per-minute pricing rules will apply until April 1, 2027, unless the Commission sets an alternative date.

Chairman Carr issued the following statement:

"The FCC has worked for years to ensure that incarcerated people have access to calling services at reasonable rates. And I have long supported FCC efforts to reform the provision of IPCS. After all, the FCC not only has a statutory obligation with respect to the provision of these services, but the evidence is clear that staying in touch with family and loved ones can benefit everyone and reduce recidivism.

"At the same time, the FCC has struggled over the years to strike the right balance with its rules governing IPCS. Indeed, courts have repeatedly turned back past FCC efforts on various grounds. And evidence since the FCC's most recent, 2024 effort to adopt rules governing IPCS shows that the agency's decision is leading to negative, unintended consequences.

"For one, the record shows that a number of institutions are or soon will be limiting the availability of IPCS due to concerns with the FCC's 2024 decision. For another, there is concerning evidence that the 2024 decision does not allow providers and institutions to properly consider public safety and security interests when facilitating these services.

"Today's waiver not only supports the law enforcement community's efforts to build systems that work for our prisons and jails, but addresses implementation challenges of the 2024 Order—in particular, dropping the rate caps too low to cover the required safety measures and before state and local governments could secure alternative funding. With today's actions, we're helping to ensure that communications are more readily available and that important safety and security protocols are maintained. This includes steps that can lead to broader adoption of beneficial public safety tools that include advanced AI and machine learning."

Additional Background:

The FCC's 2024 IPCS Order adopted rules that expanded the Commission's regulation of IPCS in response to the Martha Wright-Reed Just and Reasonable Communications Act of 2022. Today's action temporarily waives the deadlines for complying with the rate cap, site commission, and per-minute pricing rules adopted in the 2024 Order. This effort will allow IPCS providers and facilities time to address implementation challenges and will preserve the status quo while the Commission assesses potential changes to its IPCS rules based on the record that has developed.

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Media Contact: MediaRelations@fcc.gov / (202) 418-0500
@FCC / www.fcc.gov

This is an unofficial announcement of Commission action. Release of the full text of a Commission order constitutes official action. See MCI v. FCC, 515 F.2d 385 (D.C. Cir. 1974).

AGENDA ITEM

Tax Assessors

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 573/2025

SUBJECT: Approve the 2022, 2023 and 2024 personal property refund in the amount of $3,687.89 for overpayment of Hall County taxes regarding account #336293 to Valentin Pashnyak.

Meetings:

Work Session Date: 10/06/25

Voting Meeting Date: 10/07/25

Executive Summary:

Presenter: SW

Recommendation:
Board of Tax Assessors Recommends Approval

Purpose of Request:

Approve the 2022, 2023 and 2024 personal property refund in the amount of $3,687.89 for overpayment of Hall County taxes regarding account #336293 to Valentin Pashnyak.

History:
Property owner owned a Carver Yacht, sold the boat in 2021 but did not notify us even though Boat Reporting Forms, Assessment Notices and Tax Bills were sent to owner for 2022, 2023, and 2024. The property owner did not respond with the bill of sale until he discovered that a FiFa had been issued.

Facts and Issues:
Mr. Pashnyak provided a copy of the bill of sale for the 2002 Carver Yacht dated, June 18, 2021. Mr. Pashnyak did not originally provide us with a bill of sale nor inform us of the sale of the boat until July 14, 2025. He is requesting a refund for tax years 2022, 2023, and 2024. BTA recommends the refund request be approved in the amount of $3,687.89 as calculated by the Tax Commissioners office which includes penalty, interest and FiFa. See attached supporting documentation.

Refund property tax on boat that property owner sold without our knowledge.

Options:

Funding Requested $ 3,687.89

Are funds within current budget?	No
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?	

Approvals:

Submit	Approve	Budget	Finance
RW	RW	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Financial Supplement
Refund Request Supporting Documents

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 573/2025

Funds Requested: $ 3,687.89

Request Budgeted: No

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	0000 - NOT APPLICABLE	311100-REAL PROPERTYâ€CURRENT	$3,687.89

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: RRPPM

Phone: 770.531.6747

2022, 2023, and 2024 Refund Request

Personal Property Account – 336293

Valentin Pashnyak

2002 Carver Yacht

Mr. Pashnyak recently provided a copy of the bill of sale for the 2002 Carver Yacht dated June 18, 2021. He is requesting a refund for tax years 2022, 2023, and 2024.

As the bill of sale supports the 2021 sale, we recommend the request be approved and forwarded to BOC.

Attached are supporting documents including the bill of sale, request for refund, and the TCO spreadsheet listing refund amounts.

The marina had him listed as a 2000 Carver, which was his friend's boat. When he bought the 1998 Carver, he registered it in Gwinnett County.

Archived: Wednesday, July 16, 2025 2:22:21 PM
From: Valentin Pashnyak
Mail received time: Mon, 14 Jul 2025 18:52:36
Sent: Monday, July 14, 2025 2:52:37 PM
To: Rebecca Rainey (Tax Assessors)
Cc: Blake Brooks (Tax Assessors) Nicole Griffin (Tax Assessors)
Subject: Re: Proof of Sale and Tax Reimbursement Request
Importance: Normal
Sensitivity: None
Attachments:
image001.png

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Good afternoon,

Thank you for the update.

I'm requesting a refund for the years **2022, 2023, and 2024**. Since the boat was sold on **6/18/2021**, I understand that I'm still responsible for the 2021 taxes in full.

Additionally, I want to ensure that I'm not billed for **2025** moving forward.

On Mon, Jul 14, 2025 at 1:06 ?PM Rebecca Rainey (Tax Assessors) <rrainey@hallcounty.org> wrote:

> Good afternoon,
>
> We have your refund request and will begin the process. Nicole Griffin is our refund coordinator and will be keeping in touch with you with any information as far as scheduling goes. For the record, could you please list out the years you are requesting a refund for? Keep in mind that if you sold the boat after 1/1/2021 you would still be responsible for 2021 taxes in full.
>
> Thank you,
>
> Rebecca Rainey
>
> Personal Property Manager
>
> Hall County Board of Assessors

770-531-6747

rrainey@hallcounty.org



From: Valentin Pashnyak <valentin@911applianceemt.com>
Sent: Monday, July 14, 2025 11:02 AM
To: Blake Brooks (Tax Assessors) <bbrooks@hallcounty.org>; personal.property <personal.property@hallcounty.org>; Christopher L. Daugherty <cldaugherty@hallcounty.org>; Jennifer Dorsey (Tax Assessors) <jdorsey@hallcounty.org>
Subject: Proof of Sale and Tax Reimbursement Request

Some people who received this message don't often get email from valentin@911applianceemt.com. Learn why this is important

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Hi Blake,

About a month ago, I visited your office and paid off some outstanding liens on a boat that I hadn't paid taxes on. At that time, your office requested a bill of sale as proof of the transaction.

I've gone through my old records and was finally able to locate it. The boat was sold to Johnathan Savoy on June 18, 2021. His address is 2725 Cambridge Ct, Cumming, GA 30041.

During my last conversation with Jennifer Dorsey, she mentioned that if I paid the lien and later found the bill of sale, I could be reimbursed for the taxes paid after the sale. I've attached both the bill of sale and the receipt for the taxes I paid.

Please let me know if you need any more information from me to process the reimbursement.

Best regards,
Valentin Pashnyak
1865 Buford Dam Rd
Buford, GA 30518
404-884-236

Emergency Master Technician

Appliance Repair & Maintenance

Tel: 877-649-9777

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Account	336293						
Year	Original Value	Corrected Value	Difference	Estimated County Refund	Base Refund	Interest, Penalty, Fifa Refund	
2022	91,665	0	91,665	$1,417.24	$943.09	$474.15	
2023	91665	0	91,665	$1,271.97	$904.57	$367.40	
2024	91665	0	91,665	$998.68	$873.09	$125.59	
Total:				$3,687.89	$2,720.75	$967.14	

BILL OF SALE

VEHICLE INFORMATION

Make: Carver Model: 350 Mariner Year: 1998

Style: Cabin Cruiser Color: White VIN# CDRR8020G798

Odometer reading _____ Seller registration # GA 1378 TC

Have you previously filed an application for title of this vehicle? ☐ Yes ☐ No

I Valentin Pashnyak (SELLER'S FULL NAME) of 1865 Buford Dam Rd (ADDRESS)

Buford (CITY) GA (STATE) as owner of this vehicle, transfer ownership to

Johnathan Savoy (BUYER'S FULL NAME) of 2725 Cambridge ct (ADDRESS)

Cumming (CITY) GA (STATE) for the sum of $ 69,700 (E.G. $10,500)

☐ This was a gift. Indicate relationship (e.g. parent, spouse, friend): _____

I declare under penalty of perjury that the statements herein contained are true and correct to the best of my knowledge and belief.

_____ (SELLER'S SIGNATURE) 6/18/21 (MM/DD/YYYY)

_____ (BUYERS'S SIGNATURE) / / (MM/DD/YYYY)

(KEEP THIS COPY FOR YOUR RECORDS)

VEHICLE INFORMATION

Make: Carver Model: 350 Mariner Year: 1998

Style: Cabin Cruiser Color: White VIN# CDRR8020G798

Odometer reading _____ Seller registration # GA 1378 TC

Have you previously filed an application for title of this vehicle? ☐ Yes ☐ No

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_____ (SELLER'S SIGNATURE) 6/18/21 (MM/DD/YYYY)

_____ (BUYERS'S SIGNATURE) 6/18/21 (MM/DD/YYYY)

OFFICIAL TAX RECEIPT

Hall County Tax Commissioner

Darla Eden CPA
P.O. Box 1579
Gainesville GA 30503
Phone 7705316950 - Fax 7705317111
Email: propertytax@hallcounty.org

OWNER
PASHNYAK VALENTIN
1865 BUFORD DAM RD
BUFORD, GA 30518

PAID DATE			6/5/2025
RECEIPT PRINTED			6/5/2025 2:13:26 PM
CASH AMOUNT	CHECK AMOUNT	CHARGE AMOUNT	CHECK NUMBER(s) CHARGE APPROVAL CODE
$0.00	$0.00	$1,417.24	R4705099116
REFUND AMOUNT			$0.00
OVERPAY AMOUNT			$0.00
CHANGE AMOUNT			$0.00
REGISTER			11
CASHIER			
TOTAL PAID			$1,417.24

Balance(s) as of 6/5/2025

Tax Year- Bill Number FMV Property ID	Property Description Property Address District Serial Number Decal Number	Due Date Original Due	Interest Penalty Other Fees	Previous Paid Amount	Current Amount Due	Amount Paid	Tax Bill New Balance
	2002 CARVER						
2022-114986	0	11/15/2022	$258.55				
FMV: 91665.00	DISTRICT: 001		$188.60				
P336293	SERIAL NUMBER:	$943.09		$0.00	$1,417.24	$1,417.24	$0.00
	DECAL NUMBER: 0		$27.00				

Paid By: Valentin Pashnyak
404-884-2361

Charge Number: R4705099116

Overpayment Amount: 0.00

Balance as of 06/05/2025

Transaction(s): 14883 - 14883	**Total(s):**	**$943.09**	**$474.15**	**$0.00**	**$1,417.24**	**$1,417.24**	**$0.00**

OFFICIAL TAX RECEIPT

Hall County Tax Commissioner

Darla Eden CPA
P.O. Box 1579
Gainesville GA 30503
Phone 7705316950 - Fax 7705317111
Email: propertytax@hallcounty.org

OWNER
PASHNYAK VALENTIN
1865 BUFORD DAM RD
BUFORD. GA 30518

PAID DATE	6/5/2025
RECEIPT PRINTED	6/5/2025 2:13:26 PM

CASH AMOUNT	CHECK AMOUNT	CHARGE AMOUNT	CHECK NUMBER(s) CHARGE APPROVAL CODE
$0.00	$0.00	$1,271.97	R4705099116

REFUND AMOUNT	$0.00
OVERPAY AMOUNT	$0.00
CHANGE AMOUNT	$0.00
REGISTER	11
CASHIER	
TOTAL PAID	$1,271.97

Balance(s) as of 6/5/2025

Tax Year- Bill Number FMV Property ID	Property Description Property Address District Serial Number Decal Number	Due Date Original Due	Interest Penalty Other Fees	Previous Paid Amount	Current Amount Due	Amount Paid	Tax Bill New Balance
	2002 CARVER						
2023-116278	0	11/15/2023	$159.48				
FMV: 91665.00	DISTRICT: 001		$180.92				
P336293	SERIAL NUMBER:	$904.57		$0.00	$1,271.97	$1,271.97	$0.00
	DECAL NUMBER: 0		$27.00				

Paid By: Valentin Pashnyak
404-884-2361

Charge Number: R4705099116

Overpayment Amount: 0.00

Balance as of 06/05/2025

Transaction(s): 14884 - 14884	**Total(s):**	**$904.57**	**$367.40**	**$0.00**	**$1,271.97**	**$1,271.97**	**$0.00**

OFFICIAL TAX RECEIPT

Hall County Tax Commissioner

Darla Eden CPA
P.O. Box 1579
Gainesville GA 30503
Phone 7705316950 - Fax 7705317111
Email: propertytax@hallcounty.org

OWNER
PASHNYAK VALENTIN
1865 BUFORD DAM RD
BUFORD. GA 30518

PAID DATE			6/5/2025
RECEIPT PRINTED			6/5/2025 2:13:26 PM
CASH AMOUNT	CHECK AMOUNT	CHARGE AMOUNT	CHECK NUMBER(s) CHARGE APPROVAL CODE
$0.00	$0.00	$998.68	R4705099116
REFUND AMOUNT			$0.00
OVERPAY AMOUNT			$0.00
CHANGE AMOUNT			$0.00
REGISTER			11
CASHIER			
TOTAL PAID			$998.68

Balance(s) as of 6/5/2025

Tax Year- Bill Number FMV Property ID	Property Description Property Address District Serial Number Decal Number	Due Date Original Due	Interest Penalty Other Fees	Previous Paid Amount	Current Amount Due	Amount Paid	Tax Bill New Balance
2024-116598 FMV: 91665.00 P336293	2002 CARVER 0 DISTRICT: 001 SERIAL NUMBER: DECAL NUMBER: 0	11/15/2024 $873.09	$54.94 $43.65 $27.00	$0.00	$998.68	$998.68	$0.00

Paid By: Valentin Pashnyak
404-884-2361

Charge Number: R4705099116

Overpayment Amount: 0.00

Balance as of 06/05/2025

Transaction(s): 14885 - 14885	**Total(s):**	**$873.09**	**$125.59**	**$0.00**	**$998.68**	**$998.68**	**$0.00**

AGENDA ITEM

Tax Assessors

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 574/2025

SUBJECT: Approve the 2024 real property refund in the amount of $3,455.59 for overpayment of Hall County taxes regarding Tax Parcel #08100 001097 in the name of Park Walk Homeowners Association Inc.

Meetings:

Work Session Date: 10/06/25

Voting Meeting Date: 10/07/25

Executive Summary:

Presenter: SW

Recommendation:
Board of Tax Assessors Recommends Approval

Purpose of Request:

Approve the 2024 real property refund in the amount of $3,455.59 for overpayment of Hall County taxes regarding Tax Parcel #08100 001097 in the name of Park Walk Homeowners Association Inc.

History:
Typically individual property owners in a development own a pro-rata share of HOA amenities and these amentities are used exclusively by the subdivision property owners. In such cases because the sale of each individual property includes an interest in the HOA amenities or improvements these improvements and land can only be valued at a minimum so not to generate a tax as percribed by the State of Georgia APM (Appraisal Procedures Manual). A tax on a mandatory HOA amentity would equal to a double tax. In this case new construction was erected on the HOA property in 2023 for the 2024 tax year. These new improvements were inadvertantly assessesd as taxable for 2024. This has been corrected for 2025.

Facts and Issues:

Options:

APM: Appraisal Procedures Manual 560-11-10-.09(4)(d)1:

The appraisal staff may take into account the extent that the fair market value of individually owned units in a residential subdivision, planned commercial development, or condominium also represents the fair market value of any ownership interest in any common area that is conveyed with the individually owned units. When the appraisal staff determines that the fair market value of the common area is included in the fair market value of the individually owned units, the appraisal staff may recommend a nominal assessment of the common area parcel. When the appraisal staff makes such a determination, the fair market value of residual interests not conveyed to the owners of the individually owned units shall be appraised and an assessment recommended to the board of tax assessors.

BOA Policy:

Values for amenity and common areas shall be charged at $1 on land and $1 for each improvement. Golf courses and club houses where retail or commercial income is derived are excluded. Ownership must be held by a mandatory homeowners' association and made available for the use of the members of the association. Approved by BTA 9/16/2015

Mandatory HOA amenity appraisals and tax are not calculated like typical real property in Georgia. Upon purchase each homeowner in such a development own a pro-rata value/share of the HOA amenities. Therefore, these amenities can only be valued at a minimum so not to generate a tax to the HOA as percribed by the State of Georgia APM (Appraisal Procedures Manual). In this case the new construction erected on the HOA property in 2023 was inadvertanly assessed and taxed for 2024. The BTA recommends approval of the refund request of $3,455.59 which includes penalty, interest and the FiFa fee.

Funding Requested	$ 3,455.59
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?	

Approvals:

Submit	Approve	Budget	Finance
RW	RW	JM	TS

Attorney	Administration	Clerk
JL	CR	JR

Attachments:

Financial Supplement
Supporting Documents

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 574/2025

Funds Requested: $ 3,455.59

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2026	100-GENERAL FUND	0000 - NOT APPLICABLE	311100-REAL PROPERTYâ€CURRENT	$3,455.59

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

Date: 8/13/2025

Parcel:	08100 001097
Owner:	Park Walk Homeowners Association Inc
Date of Request:	8/12/2025
Prepared By:	Jack Mathews

Mr. Lee, with Norton Community Management, reached out via telephone to inquire to the increase in taxable value for the HOA for Park Walk at Lanier subdivision. He mentioned that he believes this was an error, unknown last year and found this year when the Notice of Assessment was delivered. While researching this increase, we uncovered that during a 2023 field review, we had added a pool house and pool, but failed to reduce the value to $1 as is policy for HOA's. As this error happened for TY2024, only one year of refund is applicable.

Refund Recommended?	YES
If yes, for year(s):	2024

Parcel	08100 001097			Estimated	Base	Interest	Penalty	Fifa	Collection
Year	Original Value	Corrected Value	Difference	County Refund	2849.08	229.11	284.9	27.5	65
2024	295,401	1	295,400	3455.59					

Jack Mathews (Tax Assessors)

From: dlee <dlee@goncmgt.com>
Sent: Tuesday, August 12, 2025 10:05 AM
To: Jack Mathews (Tax Assessors)
Subject: Park Walk at Lanier HOA Tax ID# 08 100 001097
Attachments: Tax Screenshot.jpg

You don't often get email from dlee@goncmgt.com. Learn why this is important

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Jack,
Went to the website and started the appeal process but I came to a standstill when it asked me for comparables, (see attached screenshot). Also wanted to take the opportunity of this email to request a refund of previously paid taxes. Thank you for your assistance with this matter.

Sincerely,

Dee Lee
Norton Community Management
770.718.5256
dlee@goncmgt.com
GREC Lic# 166919 Qualifying Broker
Firm GREC Lic# 80626

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08100 001101
08100 001100
08100 001095
08100 001097
08100 001094


4/1/24, 5:17:12 PM
85357


4/1/24, 5:17:42 PM
85357

AGENDA ITEM

Executive Session

REPORT TO: **Work Session (10/06/25)**

REPORT TO: **Voting Meeting (10/07/25)**

ITEM NO: 600/2025

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

Meetings:

Work Session Date: 10/06/25 **Voting Meeting Date:** 10/07/25

Executive Summary:

Presenter: CA

Recommendation:
N/A

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

History:

Facts and Issues:

Options:

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

Approvals:

Approve	Clerk
JR	JR

Attachments: