



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

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

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, July 25, 2024 - 06:00 PM**

Call to Order

Approve Agenda

Invocation

- 1 Vice Chairman Gregg Poole

Pledge

- 2 Commissioner Jeff Stowe

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

Proclamation/s

- 3 Approve the Proclamation recognizing July 2024 as Parks and Recreation Month.

Consent Agenda

- 4 Approve the July 22, 2024 Work Session minutes.
- 5 Approve the July 11, 2024 Voting Meeting minutes.
- 6 Approve the July 11, 2024 Executive Session minutes.
- 7 Approve the July 11, 2024 Meeting minutes.
- 8 Approve the Intergovernmental Agreement with the Georgia Department of Corrections with regard to the state inmate subsidy at the Correctional Institution.
- 9 Approval and authorization for the Chairman or Vice Chairman to execute a resolution ratifying and approving all actions taken in preparation for the Call of the Transportation Special Purpose Local Option Sales and Use Tax (TSPLOST) Referendum for November 5, 2024; authorization for the Chairman or Vice Chairman to execute any and all documents necessary to effectuate the resolution, subject to review and approval by the County Attorney.

- 10 Approve the ratification of the application and award of the 2023 Emergency Management Performance Grant (EMPG) for the Hall County Emergency Management Agency in the amount of \$50,000.00 and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman or Vice Chairman to execute all related award documents. An in-kind match of \$50,000.00 will be required.
- 11 Approval and authorization for the Chairman or Vice Chairman to execute any and all documents necessary to declare as surplus and unserviceable, and donate a 2002 HME 1871S Fire Pumper bearing VIN Number 44KFT42822WZ20055 to the Interactive Neighborhood for Kids, Inc. (INK) of Gainesville, GA, subject to review and approval by the County Attorney.
- 12 Approve the adoption of the Tax Levy Resolution for the Hall County School District for FY 2025.
- 13 Approve the Employment Agreement for the Assistant Director of Public Works & Utilities.
- 14 Approve the award of RFQ/P #45-002 Medical, Dental, & PBM Claims Administration for health benefits to Healthgram Health Insurance of Charlotte, NC, Delta Dental of Chicago, IL, Veracity Rx of Kennesaw, GA, and ProCare Rx of Gainesville, GA; authorization for the Chairman or Vice Chairman to execute all related documents, subject to the review and approval by the County Attorney. The estimated annual cost is \$921,627.00.
- 15 Approve the award of RFQ/P #45-003 Medical Clinic Management for on-site medical clinic management services to Marathon Health, LLC of Indianapolis, IN. The estimated annual cost is \$1,779,016.00.
- 16 Approve the resolution to adopt, restate, and amend Hall County Retirement Benefits; authorization for Chairman or Vice Chairman to execute all related documents, subject to review and approval by the County Attorney.
- 17 Approve the resolution regarding the compensation of the Hall County Planning Commission, subject to review and approval by the County Attorney.
- 18 Approve the resolution regarding the compensation of the Hall County Board of Tax Assessors, subject to review and approval by the County Attorney.
- 19 Approve the award of ITB #019-45 White Sulphur Road Realignment for Public Works & Utilities to E.R. Snell Contractor, Inc. of Snellville, GA, in the amount of \$6,957,052.86, of which \$2,000,000.00 is EDA funded via a reimbursement EDA grant, No. 04-01-07651, contingent upon EDA concurring with the July 11th, 2024 Bid Opening.
- 20 Approve the Utility Relocation Agreement between Hall County and Georgia Power Company regarding the relocation of utility poles on Cagle Road, subject to review and approval by the County Attorney. The estimated cost is \$275,034.00.
- 21 Approve the award of IFB #027-45 Sheriff Uniform Supply Annual Contract for Sheriff's Office to Strongpoint, LLC of Gainesville GA, Uniforms Unlimited of Athens, GA, Public Safety Uniform & Supply of GA of Bogart, GA, and Dana Safety Supply, Inc. of Sugar Hill, GA. The estimated annual cost is \$205,000.00.

Other Business - Gainesville-Hall Metropolitan Planning Organization (GHMPO)

- 22 Approve the award of RFQ/P #45-005 State Route 13/Atlanta Highway Corridor Study for Gainesville-Hall Metropolitan Planning Organization (GHMPO) to Keck & Wood, Inc. of Duluth, GA, in the amount of \$175,500.00.

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

- 23 **448 West Highland Drive | Use Subject to County Commission Approval** | 17.160.040 Food processing involving animals | on a 2.57± acre tract located at the terminus of West Highland Drive | Zoned I-I, Tax Parcel 00128 002009G | **Proposed Use: Food processing involving animal by-products** | Commission District 4 | **Jose Luis Bauza Faria, applicant**
- 24 **1560 Pine Valley Road | Rezone** | from Planned Residential Development (PRD) to Planned Industrial Development (PID) | on an approximately 3.0± acre tract located on the west side of Pine Valley Road, approximately 1,330 feet from its intersection with White Sulphur Road | Zoned PRD; Tax Parcels 09124 000039 (pt.) | **Proposed Use: Self-storage warehouse** | Commission District 3 | **Shadow Stone Partners, LLC, applicant**

County Administrator

Commission Time

Adjourn

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



AGENDA ITEM

Invocation

REPORT TO: Work Session (07/22/24)
REPORT TO: Voting Meeting (07/25/24)
ITEM NO: 604/2023
SUBJECT: Vice Chairman Gregg Poole

Meetings:

Work Session Date: 07/22/24 **Voting Meeting Date:** 07/25/24

Executive Summary:

Presenter: n
Recommendation: n/a

Purpose of Request: **History:**

Facts and Issues: **Options:**

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

Approvals:

Approve	Clerk
AO	JR

Attachments:



AGENDA ITEM

Pledge

REPORT TO: Work Session (07/22/24)
REPORT TO: Voting Meeting (07/25/24)
ITEM NO: 606/2023
SUBJECT: Commissioner Jeff Stowe

Meetings:

Work Session Date: 07/22/24 **Voting Meeting Date:** 07/25/24

Executive Summary:

Presenter: n
Recommendation:
n/a

Purpose of Request: **History:**

Facts and Issues: **Options:**

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

Approvals:

Approve	Clerk
AO	JR

Attachments:



AGENDA ITEM

Proclamation/s

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 401/2024

SUBJECT: Approve the Proclamation recognizing July 2024 as Parks and Recreation Month.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: CS

Recommendation: Approve.

Purpose of Request: Approve the Proclamation recognizing July 2024 as Parks and Recreation Month.

History:

Facts and Issues:

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

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

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item? 2024-07-25

Approvals:

Approve	Public Information	Administration	Clerk
JR	JH	CR	JR

Attachments:

Proclamation

Hall County, Georgia



Board of Commissioners

WHEREAS, *parks and recreation is an integral part of our Hall County community with more than 2,000 acres of park space and 27 park properties; and*

WHEREAS, *parks and recreation encourages physical activities by providing space for popular sports, hiking trails and many other activities designed to promote active lifestyles; and*

WHEREAS, *parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being; and*

WHEREAS, *approximately 75,000 citizens visit Hall County's Community Centers annually, with more than 4,000 participants in recreational sports, such as basketball, baseball, softball and soccer; and*

WHEREAS, *Hall County values the essential service that park and recreation professionals and volunteers perform to provide recreational and developmental enrichment for our children, youth, and adults; and to ensure our parks and recreational spaces are clean, safe, inclusive, welcoming and ready to use; and*

WHEREAS, *during Parks and Recreation Month and throughout the year, Hall County ensures the ecological beauty of our community and is committed to providing our citizens with areas to recreate outdoors; and*

NOW THEREFORE, BE IT RESOLVED *that the Hall County Board of Commissioners does hereby proclaim the month of July 2024 to be*

PARKS AND RECREATION MONTH

Adopted this 25th day of July, 2024.

RICHARD HIGGINS
CHAIRMAN

KATHY COOPER
DISTRICT 1

BILLY POWELL
DISTRICT 2

GREGG POOLE
DISTRICT 3

JEFFREY STOWE
DISTRICT 4

JENNIFER RIVERA
COMMISSION CLERK



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)
REPORT TO: Voting Meeting (07/25/24)
ITEM NO: 433/2024
SUBJECT: Approve the July 22, 2024 Work Session minutes.

Meetings:

Work Session Date: 07/22/24 **Voting Meeting Date:** 07/25/24

Executive Summary:

Presenter: C
Recommendation:
Approve.

Purpose of Request: Approve the July 22, 2024 Work Session minutes.
History:

Facts and Issues: **Options:**

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2024-07-25

Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	JR	JR

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)
REPORT TO: Voting Meeting (07/25/24)
ITEM NO: 432/2024
SUBJECT: Approve the July 11, 2024 Voting Meeting minutes.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: C
Recommendation:
Approve.

Purpose of Request:
Approve the July 11, 2024 Voting Meeting minutes.

History:

Facts and Issues:

Options:

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2024-07-25

Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	JR	JR

Attachments:

7-11-2024 Voting Meeting Minutes



HALL COUNTY BOARD OF COMMISSIONERS VOTING MEETING MINUTES

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

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, July 11, 2024 - 06:00 PM**

Call to Order

Vice Chairman Poole at 6:07 p.m.

Present:

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

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

Approve Agenda

Commissioner Stowe/Commissioner Powell — approve — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Invocation

1 Commissioner Gregg Poole

Pledge

2 Commissioner Jeff Stowe

Public Comments

The following people addressed the Board:

- *Bill Oberholtzer, 3709 Whiting Road, Gainesville*

Proclamation/s

- 3 Approve the Proclamation recognizing James 'Jim' Budd's retirement after 21 years of service to Hall County, GA.

Commissioner Powell presented James 'Jim' Budd with the Proclamation.

Commissioner Stowe/Commissioner Cooper — approve — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Recognition

- 4 Association of County Commissioners of Georgia (ACCG) recognition of Senator Shelly Echols (District 49) and Representative Lee Hawkins (District 27).

Dante Handel and Martha Revelo of the Association of County Commissioners of Georgia (ACCG) addressed the Board and thanked Senator Echols and Representative Hawkins for their work on Transportation SPLOST legislation. Both Senator Echols and Representative Hawkins gave remarks.

Consent Agenda

Commissioner Stowe/Commissioner Powell — approve — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

- 5 Approve the July 8, 2024 Work Session minutes.

- 6 Approve the June 27, 2024 Voting Meeting minutes.
- 7 Approve the June 27, 2024 Executive Session minutes.
- 8 Approve the June 27, 2024 Meeting minutes.
- 9 Approve the June 27, 2024 Transportation SPLOST (TSPLOST) Special Called Meeting minutes.
- 10 Approve amendments to the 2024 Meeting Schedule:
 - (a) Cancellation of the Thursday, September 12, 2024 Voting Meeting and schedule a Meeting on Tuesday, September 10, 2024 at 6:00 p.m.
 - (b) Cancellation of the Thursday, September 26, 2024 Voting Meeting and schedule a Meeting on Tuesday, September 24, 2024 at 6:00 p.m.
 - (c) Cancellation of the Monday, November 11, 2024 Work Session and schedule a Meeting on Tuesday, November 12, 2024 at 3:00 p.m.
- 11 Approve the renewal of the annual contract for RFQ/P# 43-011 Demand Services On-Call Contract for Abatement of Nuisance Properties and Demolition of County Owned Properties for Code Enforcement to Eagle Demolition & Environmental, Inc. of Carrollton, GA, Southern Demolition and Environmental, LLC of Atlanta, GA, SACAL Environmental & Management Company of Macon, GA and EnviroMasters, Inc. of Carrollton, GA. The estimated annual cost to exceed \$50,000.00.
- 12 Approve the Employment Agreement for the Assistant Director of Financial Services.
- 13 Approve the renewal of the annual contract for GIS Software Licensing for Planning & Zoning to Environmental Systems Research Institute, Inc. (ESRI) of Redlands, CA. The estimated annual cost is \$55,482.12.
- 14 Approve the award of Task Order #2025-006 under RFP/Q #42-002 Demand Services for Resurfacing, Paving, and Full Depth Reclamation of various County roads for the FY 2025 resurfacing program to Allied Paving Contractors, Inc. of Pendergrass, GA. The estimated cost is \$14,751,334.81.
- 15 Approve Change Order #1 under RFQ/P #43-004 Sewer System Operation Services for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL, in the amount of \$118,791.00.
- 16 Consider the acceptance of \$820,761.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities and Sidewalks in Magnolia Station Phase 4 Subdivision. Commission District 3.
- 17 Approve the ratification of the application for the Georgia Opioid Crisis Abatement Trust for Treatment Services to provide funding for medication-assisted treatment services, staff salaries, training, and other recovery services for Accountability Court participants in the amount of \$888,204.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Other Business - County Attorney

Mr. Stephens addressed the Board.

- 18 Approve the ratification of the Intergovernmental Agreement among Hall County and all Cities and Towns located within Hall County in substantial conformance to the fully executed Intergovernmental Agreement concerning the levy and rate of a Transportation Special Purpose Local Option Sales and Use Tax (TSPLOST) within the Special District of Hall County; authorization for the Chairman or Vice Chairman to take any and all actions necessary to effectuate the Intergovernmental Agreement, subject to review and approval by the County Attorney.

Mr. Stephens discussed the item.

Commissioner Powell/Commissioner Stowe — approve — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

- 19 Approval and authorization for the Chairman or Vice-Chairman to execute a resolution of the Board of Commissioners of Hall County calling for an election on the question whether or not to impose a Transportation Special Purpose Local Option Sales and Use Tax (TSPLOST), subject to Hall County Voters' approval of a referendum on November 5, 2024, and authorization for the Chairman or Vice-Chairman to execute any additional documents necessary to effectuate the resolution, subject to review and approval by the County Attorney.

Mr. Stephens discussed the item.

Commissioner Powell/Commissioner Stowe — approve — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Commissioner Powell stated for those in attendance that items 21 and 22 had requested to be tabled until the August 8, 2024 Voting Meeting.

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

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

Commissioner Cooper exited the meeting.

- 20 **5079 Old Winder Highway | Rezone |** from Residential I (R-I) to Planned Residential Development (PRD) | on a 20.02± acre tract located on the east side of Old Winder Highway, approximately 1,496 feet from its intersection with Daylily Drive | Zoned R-I; Tax Parcel 15038 000059 | **Proposed Use: 105-unit townhome development |** Commission District 1 | **Steven P. Gilliam, applicant** Note: Tabled at the June 27, 2024 Voting Meeting until the July 11, 2024 Voting Meeting.

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

Commissioner Powell/Commissioner Stowe — approve removing item 20 from the table — Vote: 3 to 0

Commissioner Cooper — recused

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:

Favor:

- *Steve Gilliam, 340 Jesse Jewell Parkway Suite 300, Gainesville*

Opposition:

- *Jill Cooper, 5125 Old Winder Highway, Braselton*
- *Kim Newell, 5150 Old Winder Highway, Braselton*
- *Herschel Reaves, 5065 Old Winder Highway, Braselton*

Commissioner /Commissioner — approve with the twenty-one (21) conditions listed below — Vote: 3 to 0

Commissioner Cooper — recused

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

- 1. The property shall be developed in accordance with the site plan dated July 10, 2024, and as described in the project narrative submitted on July 10, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
- 2. The development shall be limited to 82 townhome units.*
- 3. The minimum heated floor area (HFA) of each residential unit shall be 1,800 square feet.*
- 4. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Final review and approval of building elevations is subject to the Assistant Director of Planning and Development, or their designee.*
- 5. All units shall be designed with a two-car garage. Garage doors shall constitute no more than 70 percent of the width of the individual townhouse unit.*
- 6. All residential driveways shall measure no less than 22 feet from the edge of right of way.*
- 7. Garage door width shall not exceed 70% of the width of the front façade of the residence.*
- 8. The development shall feature internal sidewalks no less than five (5) feet in width constructed on both sides of all internal streets.*
- 9. 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.*
- 10. The development shall be limited to a maximum of two (2) model homes prior to approval and recording of the final plat. Model home permits may be issued prior to Final Plat recording provided that hard surface (crusher run) access is provided and fire protection (functioning hydrant) is located within 500 feet of any structure under construction. No certificate of occupancy permits shall be issued prior to Final Plat recording.*
- 11. There shall be a mandatory Homeowners' Association (HOA).*
- 12. All designated open space within the development shall be commonly held, and not held by any individual homeowner(s).*
- 13. All roadways within the development shall be designed and constructed to Hall County standards and dedicated to the county for public use. Thereafter, Hall County will maintain the roads.*
- 14. The developer shall be responsible for obtaining all of the necessary permits as well as all costs associated with the improvements recommended by the traffic impact study, such as but not limited to the construction of a left and right turn lane on state route 211 (aka Old Winder Highway).*
- 15. All stream buffers must be fully within the Homeowners' Association (HOA) common space and shall not be included on any individual residential building lot.*
- 16. There shall be 43 guest parking spaces provided as shown on the site plan dated July 10, 2024.*
- 17. The cluster mailbox unit shall have no less than 5 parking spaces.*
- 18. 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.

19. *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."*
20. *All conditions of zoning shall be made a part of any plats or construction plans created for the property.*
21. *Buildings shall have no more than 6 units per building. Each building shall be staggered back 4-5 feet from the front setback of adjacent buildings.*

Commissioner Cooper re-entered the meeting.

- 21 **5608 Azelia Drive | Rezone |** from Agricultural Residential III (AR-III) and Vacation Cottage (V-C) to Vacation Cottage (V-C) | on a 40.11± acre tract located on the north side of Azelia Drive, at its intersection with Williamson Drive | Zoned AR-III & V-C; Tax Parcel 11156 000025 | **Proposed Use: 14-lot residential subdivision |** Commission District 2 | **Rochester | DCCM, applicant**

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

Commissioner Powell/Commissioner Stowe — approve tabling item 21 until the August 8, 2024 Voting Meeting — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

- 22 **5608 Azelia Drive | Use Subject to County Commission Approval |** on a 40.11± acre tract located on the north side of Azelia Drive, at its intersection with Williamson Drive | Zoned AR-III & V-C; Tax Parcel 11156 000025 | **Proposed Use: 14-lot residential subdivision |** Commission District 2 | **Rochester | DCCM, applicant**

Commissioner Powell/Commissioner Stowe — approve tabling item 21 until the August 8, 2024 Voting Meeting — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

- 23 **5279 Union Church Road | Use Subject to County Commission Approval**
| on a 2.66± acre tract located on the east side of Union Church Road,
approximately 254 feet from its intersection with Laurel Terrace | Zoned R-I;
Tax Parcel 15043A000008 | **Proposed Use: 2-lot residential subdivision**
| Commission District 1 | **Andy Carter, applicant**

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

The following people addressed the Board:

Favor:

- Andy Carter, 4430 JM Turk Road, Flowery Branch*

Commissioner Cooper/Commissioner Powell — approve with the five (5) conditions listed below — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

- 1. The property shall be developed in accordance with the site plan dated April 1, 2024 and as described in the project narrative submitted on April 5, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
- 2. The property shall be subdivided into a maximum of two (2) residential building lots in accordance with the requirements of the Residential-I (R-1, 17.60) zoning district as detailed in 17.240 (area and setback requirements).*
- 3. 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."*
- 4. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official code of Hall County.*
- 5. All conditions of zoning shall be made part of any plats created for the property.*

6263 & 6267 Grant Ford Road | Use Subject to County Commission Approval | on a combined 23.44± acre tract located on the east side of Grant Ford Road approximately 1,123 feet from its intersection with Dove Court | Zoned R-I; Tax Parcels 10002 000010 & 000005 | **Proposed Use: 9-lot residential subdivision** | Commission District 2 | **Rochester** | **DCCM, applicant**

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

The following people addressed the Board:

Favor:

- *Bradley Dunkel, 425 Oak Street, Gainesville*

Commissioner Powell/Commissioner Stowe — approve with the six (6) conditions listed below — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

- 1. The property shall be developed in accordance with the site plan dated April 2, 2024, and as described in the project narrative submitted on April 8, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
- 2. The subject property shall be subdivided into a maximum of nine (9) single-family residential lots in accordance with the requirements of the Residential I (R-I, 17.60) zoning district as detailed in 17.240, Area and Setback Requirements.*
- 3. There shall be a mandatory homeowners' association (HOA).*
- 4. All designated open space within the development shall be commonly held, and not held by individual homeowner(s).*
- 5. No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Official code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.*
- 6. All conditions of zoning shall appear on any plats created for the subdivision.*

1560, 1582 & 1586 Pine Valley Road | Amend Conditions | of a Planned Residential Development (PRD) on a combined 34.03± acre tract located on the west side of Pine Valley Road, at its intersection with White Sulphur Road | Zoned PRD; Tax Parcels 09124 000039 (pt.), 000039B & 000203 | **Proposed Use: 148-unit townhouse development |** Commission District 3 | **Shadow Stone Partners, LLC, applicant**

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

The following people addressed the Board:

Favor:

- *Erin Moore, 3120 Frontage Road, Gainesville*

Opposition:

- *Marion Meeks, 1239 Lakeshore Court, Gainesville*
- *Connie Murphy, 1239 Lakeshore Court, Gainesville*

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

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Conditions:

1. *The property shall be developed in accordance with the site plan dated March 5, 2024, and as described in the projective narrative dated April 5, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *The previously approved conditions dated January 27, 2022, as amended shall apply:*
 - a. *The development shall be developed in accordance with 17.180.060, Planned Residential Development. The following variances shall apply:*
 - i. *The minimum lot size shall be 2,500 square feet.*
 - ii. *The minimum lot width shall be 28'.*
 - iii. *Allow a maximum garage door width of 60% of façade.*
 - iv. *Allow a front setback of 22' from curb to garage.*
 - b. *The density of the development shall be no more than 148 units.*
 - c. *The applicant shall coordinate with Hall County Public Works and the Georgia Department of Transportation regarding any road improvements required as part of the traffic study or are determined as part of the Development Review process.*

- i. The development shall be limited to one access on Pine Valley Road at the northern most location as shown on the site plan.
- ii. Left and right turn lanes shall be installed on Pine Valley Road to access the development. A left turn lane shall be installed for the driveway opposite from the development.
- iii. Left and right turn lanes shall be installed on Pine Valley Road at White Sulfur Road.
- iv. Left turn lane shall be installed on White Sulfur Road to access Pine Valley Road.
- v. Internal roadways of the development shall meet Hall County Standards.
- vi. The developer shall coordinate and permit any White Sulfur Road improvements with the City of Gainesville.
- vii. The developer shall bear all costs associated with any roadway and/or traffic related improvements.
- d. All conditions of zoning shall be made part of any plats created for the development.
- e. The following language shall be placed upon the Final Plat of the development as defined by section 17.20.830 of the Hall County Code of Ordinances, and it will read, "Owners and users of this property are informed of agricultural and industrial uses nearby and should expect noise, smell, and other associated with such uses."
- 3. The 50 foot planted buffer shall be reduced to 25 feet in width only along the boundary which adjoins the western right-of-way of Pine Valley Road between White Sulphur Road and tax parcel 09124 000040.
- 4. No other 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.

County Administrator

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

- *Fitch has updated Hall County's credit rating to AAA, which is the highest rating possible and a great accomplishment. Thanked the Board for their leadership.*
- *Thanked everyone who has participated in the development of the 2024 Transportation SPLOST program to date. Thanked the Board for their leadership, the elected officials and staff of Hall County's cities and towns. Education regarding the program will begin immediately about this additional 1% sales tax means if approved by voters in November. If approved, this six year program will generate \$390 million in dedicated transportation funding that will be used to fund critical and transformational road improvement projects such as Spout Springs Road widening/improvements Phase II, McEver Road widening/improvements Phase I, Browns Bridge Road widening/improvements, White Sulphur Road and Crescent Road widening/improvements, SR 365 improvements, Ridge Road improvements and various other road improvements.*

Commission Time

Commissioner Jeff Stowe, District 4, asked for prayers and a speedy recovery for Chairman Richard Higgins.

Vice-Chairman Gregg Poole, District 3, stated the Transportation SPLOST will help traffic on Crescent Road.

Adjourn

Commissioner Stowe/Commissioner Powell — adjourn at 7:13 p.m. — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 430/2024

SUBJECT: Approve the July 11, 2024 Executive Session minutes.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the July 11, 2024 Executive Session minutes.

History:

Facts and Issues:

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

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

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item? 2024-07-25

Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	JR	JR

Attachments:



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)
REPORT TO: Voting Meeting (07/25/24)
ITEM NO: 431/2024
SUBJECT: Approve the July 11, 2024 Meeting minutes.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: C
Recommendation:
Approve.

Purpose of Request:
Approve the July 11, 2024 Meeting minutes.

History:

Facts and Issues:

Options:

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2024-07-25

Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	JR	JR

Attachments:

7-11-2024 Meeting Minutes



**HALL COUNTY BOARD OF COMMISSIONERS
MEETING MINUTES**

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

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, July 11, 2024 - 05:00 PM**

Call to Order

Vice-Chairman Poole at 5:00 p.m.

Present:

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

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

Commissioner Stowe/Commissioner Powell — to go into Executive Session at 5:00 p.m. — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Executive Session

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

Commissioner Powell/Commissioner Cooper — to adjourn the Executive Session at 5:59 p.m. — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Adjourn

Commissioner Powell/Commissioner Stowe — adjourn the Meeting at 5:59 p.m. — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 388/2024

SUBJECT: Approve the Intergovernmental Agreement with the Georgia Department of Corrections with regard to the state inmate subsidy at the Correctional Institution.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: WD

Recommendation:
Approve

Purpose of Request:

Approve the annual renewal of the subsidy contract with the Georgia Department of Corrections.

History:

This is a required contract which is renewed annually.

Facts and Issues:

New this year, an increase from \$22 to \$24 per day, per inmate. This will increase the county's annual revenue for the agreement by approximately \$100,000.00.

Options:

Funding Requested

\$ 0.00

Are funds within current budget?

Yes

Source of Funds

State of Georgia

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

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2024-08-01

Approvals:

Submit	Budget	Finance	Attorney
WD	EW	TS	WLI

Submit	Budget	Finance	Attorney
Administration		Clerk	
CR		JR	

Attachments:

FY25 Subsidy agreement



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

AGENDA ITEM 388/2024

Funds Requested: \$ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

State of Georgia

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	3420-CORRECTIONAL INSTITUTE	342330-INMATE HOUSING	\$-1,100,000.00

Budget Transfer Items:

Additional Information/Comments:

The above amount is an average. Revenue amount will vary depending on inmate population.

Contact for Questions:

Phone:

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
HALL COUNTY
COUNTY CAPACITY**

THIS AGREEMENT is entered into the 1st day of July 2024, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (“Department”), and HALL COUNTY, a political subdivision of the State of Georgia (“County”), acting by and through its Board of County Commissioners, referred to individually as “Party” or together as “Parties.”

WHEREAS, Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, (“State Offenders”); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County (“Services”).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Care and Custody. County agrees to provide complete care and custody of up to 135 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, County specifically agrees that no State Offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. County agrees to record any and all movement of State Offenders transferred in and out of the County facility by entering the movement in Department’s SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. County is solely responsible for implementing procedures to ensure that SCRIBE entries are made accurately and in a timely manner. County is responsible for verifying the State Offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. County agrees to grant Department access to County’s records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying State Offender count at any time upon Department’s request.

3. Notification of Medical Treatment. County shall notify Department of any State

Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars (\$1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

4. Employee or Offender Misconduct. The County agrees that it will notify the Department within ten (10) business days after terminating an employee of the County correctional institution for misconduct or of the resignation of any employee in connection with an allegation or investigation of misconduct. The County further agrees that it will notify the Department within ten (10) business days if it, one of its employees, or any other law enforcement officer secures a criminal warrant for the arrest or otherwise pursues the prosecution of an offender being housed at the County CI for criminal conduct allegedly committed at the County CI. County agrees that it will not hire any employee terminated by Department for misconduct or who resigns from Department in connection with an allegation or investigation of misconduct.

5. Compensation. Department agrees to pay County the sum of Twenty-Four Dollars (\$24.00) per State Offender per day for the duration of this Agreement. County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. The Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when; a State Offender is not housed at the County facility, State Offender is out to court, or when a State Offender is sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2024 until 11:59 p.m. on June 30, 2025 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, Department shall pay County for Services performed prior to the effective date of termination; provided, however, that payments otherwise due County may be applied by Department against amounts due or claimed to be due to Department. In the event that County fails to comply with the provisions of this Agreement, Department may terminate this Agreement for cause and without notice. If termination is for cause, payments may be withheld by Department on account of the Services being deemed deficient and not remedied by County prior to the effective date of

termination. County shall be liable to Department for any additional cost incurred by Department as a result of deficiencies in the Services to be provided hereunder.

8. Prison Rape Elimination Act. County agrees that it will adopt and comply with 28 C.F.R. 115, entitled the Prison Rape Elimination Act ("PREA"). As required in 28 C.F.R. 155.12, County further agrees to cooperate with the Department in any audit, inspection, or investigation by Department or other entity relating to County's compliance with PREA. The Department shall monitor the County's compliance with PREA and shall have the right to inspect any documents or records relating to such audit, inspection or investigation, and County will provide such documents or records at Department's request. County acknowledges that any violation of PREA is a material breach of this Agreement, is cause for termination of this Agreement and may lead to administrative and criminal sanctions. The County shall acknowledge in writing that the Department has advised the County of these matters.

9. Notices. Any notice under this Agreement, other than those referenced in Paragraph 3, "Notification of Medical Treatment," shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail, return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the County:

Hall County Board of Commissioners
Chairman, Richard Higgins
P.O. Drawer 1435
Gainesville, GA 30503

With a copy to:

Hall County Prison
Warden, Walt Davis
1968 Barber Road
Gainesville, GA 30507

If to the Department:

Bryan S. Wilson
Deputy General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, Georgia 31029

With a copy to:

Benjamin Ford
Facilities Director
Georgia Department of Corrections
State Office South, Gibson Hall, 1st Floor
P.O. Box 1529
Forsyth, Georgia 31029

10. Reimbursement of Medical Costs.

- a. Department agrees to reimburse County for certain costs of medical services required for medical conditions which: (1) pose an immediate threat to life or limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care ("Emergency Medical Services"). Department's obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars (\$1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars (\$1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.
- b. County agrees to invoice Department monthly for the actual cost of Emergency Medical Services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by County.
- c. Department is not liable to County for any late fees or charges imposed by the hospital, hospital authority (collectively, "Late Fees"), or other service provider, for late or nonpayment by the County. County agrees to exclude Late Fees from its invoices to Department.
- d. If Department reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to Department, Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. Department shall send County written notice of any administrative fees, and County shall have Thirty (30) days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, Department is entitled to a setoff of the same amount against future payments owing to County.
- e. Pursuant to O.C.G.A. § 42-5-2(c), Department shall reimburse County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. Department shall not be liable to County for any amount paid by County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties

hereto with respect to the subject matter hereof are merged herein.

12. Sole Benefit. Department and County enter into this Agreement for their sole benefit. Department and County do not intend to give any rights pursuant to this Agreement to any other parties.

13. Choice of Law and Venue. The Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

14. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No Party shall be bound by this Agreement until all Parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

By: _____

Bryan S. Wilson
Deputy General Counsel

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

HALL COUNTY:

By: _____

Print Name: _____

Title: _____

Date: _____



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 416/2024

SUBJECT: Approval and authorization for the Chairman or Vice Chairman to execute a resolution ratifying and approving all actions taken in preparation for the Call of the Transportation Special Purpose Local Option Sales and Use Tax (TSPLOST) Referendum for November 5, 2024; authorization for the Chairman or Vice Chairman to execute any and all documents necessary to effectuate the resolution, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: BL

Recommendation:
Approval

Purpose of Request:

Approval and authorization for the Chairman or Vice Chairman to execute a Resolution ratifying and approving all actions taken in preparation for the Call of the Transportation Special Purpose Local Option Sales and Use Tax Referendum for November 5, 2024, and authorization for the Chairman or Vice Chairman to execute any and all documents necessary to effectuate the Resolution, subject to review and approval by the County Attorney.

History:

During July 2024, the Board of Commissioners has acted in conjunction with the Board of Elections to pass a Resolution and certain Call documents necessary to conduct a Referendum on November 5, 2024.

Facts and Issues:

The Board of Commissioners wishes to ratify and approve all actions taken by both Hall County and the Board of Elections to implement the Call of the Referendum.

Options:

The Referendum submits the question of imposition of the Transportation SPLOST to Hall County voters for approval or rejection.

Funding Requested

\$ 0.00

Are funds within current budget?

No

Source of Funds

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

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

Attachments:

Resolution



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

AGENDA ITEM 416/2024

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

After approval of this Resolution the only item remaining related to the Call of the Referendum is publication of the Notice of Special Election during October 2024.

Contact for Questions: VS

Phone: 678-943-4270

STATE OF GEORGIA

COUNTY OF HALL

A RESOLUTION RATIFYING AND APPROVING ALL ACTIONS TAKEN TO CALL THE
TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX
REFERENDUM FOR NOVEMBER 5, 2024

WHEREAS, the Board of Commissioners approved a Resolution to impose a Transportation Special Purpose Local Option Sales and Use Tax (hereinafter a “Transportation SPLOST”) on July 11, 2024, subject to voter approval in a Referendum to be held on November 5, 2024; and

WHEREAS, the County Clerk forwarded the Resolution to the Board of Elections and Registration on July 12th; and

WHEREAS, the County Administrator forwarded proposed Call documents to the Board of Elections and Registration on July 15th with a request that the Board of Elections approve Call documents in substantial conformance to the proposed Call documents; and

WHEREAS, the Board of Elections met on July 16, 2024 and approved an Order Calling the Special Election, the advertisement Calling the Special Election which was initially published on July 24, 2024, and the Notice of Special Election which will be published in October 2024; and

WHEREAS, the Board of Commissioners wishes to approve and ratify all actions taken by the County, the County Administrator, the County Attorney, the County Clerk, the Members of the Board of Elections and Registration, the Elections Director, and her staff in preparing for the Call and conducting of the Transportation SPLOST Referendum;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF HALL COUNTY DOES HEREBY RESOLVE that all actions taken by the Board of Commissioners, the County Administrator, the County Attorney, the County Clerk, the Board of Elections and Registration, the Elections Director, and her staff in preparation for the Call and conducting of the Transportation SPLOST Referendum during 2024 are hereby approved and ratified. These actions include, but are not limited to, the adoption of the Resolution of the Board of Commissioners calling for a Transportation SPLOST Referendum (attached hereto as Exhibit “A” and by this reference made a part hereof), the adoption of the Order of the Board of Elections concerning the Call and conducting of the Referendum (attached hereto as Exhibit “B” and by this reference made a part hereof), the Board of Elections’ adoption of, and publication of, the Call of the Special Election (attached hereto as Exhibit “C” and by this reference made a part hereof), and the Board of Elections’ adoption of the Notice of Special Election with regard to the Transportation SPLOST Referendum (attached hereto as Exhibit “D” and by this reference made a part hereof).

The Board of Commissioners wishes to express its appreciation to the Members of the Board of Elections and Registration, as well as to the Elections Director and her staff, for their assistance and thoughtful deliberations in preparing for this important Transportation SPLOST Referendum.

This Resolution is adopted this the 25th day of July, 2024.

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman, Board of Commissioners

Attest:

Jennifer Rivera, County Clerk

Date

Approved as to Form:

(SEAL)

William J. Linkous, III, County Attorney

EXHIBIT A TO RESOLUTION OF JULY 25, 2024

STATE OF GEORGIA

COUNTY OF HALL

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HALL COUNTY
CALLING FOR AN ELECTION ON THE QUESTION WHETHER TO IMPOSE A
TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX,
SUBJECT TO HALL COUNTY VOTERS' APPROVAL OF A REFERENDUM ON
NOVEMBER 5, 2024**

WHEREAS, Hall County and its Municipalities constitute the regional hub for Northeast Georgia with regard to the provision of medical care, banking services, and commerce; and

WHEREAS, the location of Lake Lanier in Hall County has fueled exceptional tourism opportunities within Hall County and its Municipalities; and

WHEREAS, Interstate 985 traverses Hall County and has experienced an unprecedented increase in vehicle trips per day during the last decade, bringing residents from neighboring counties into Hall County and its Municipalities; and

WHEREAS, one of the main railroad lines in the nation traverses Hall County, and Hall County is partnering with the state and federal governments to create an inland port in Hall County along the railroad line; and

WHEREAS, the creation of the inland port will increase the transportation of goods, commodities, and materials through Hall County and its Municipalities; and

WHEREAS, numerous state routes provide connectivity among Hall County, its Municipalities, and major transportation corridors such as Interstate 85 and Georgia 400, and such transportation corridors provide direct access to the Interstate System serving the Southeastern United States; and

WHEREAS, Hall County and its Municipalities are experiencing rapid population growth as new residents determine that Hall County and its Municipalities provide outstanding opportunities to live, work, and play; and

WHEREAS, economic development activities within Hall County and its Municipalities are providing incentives for residents from neighboring counties to seek employment within Hall County and its Municipalities; and

WHEREAS, all of these factors have resulted in the need for Hall County and its Municipalities to explore alternatives to place before their residents regarding transportation improvements; and

WHEREAS, one such alternative is found in Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended, which authorizes the imposition of a single

county Transportation Special Purpose Local Option Sales and Use Tax (the "Transportation SPLOST") to fund authorized transportation purposes for the use and benefit of the County and qualified Municipalities within the County; and

WHEREAS, in accordance with Official Code of Georgia Annotated § 48-8-262(a)(1), the County and its Municipalities have determined that the majority of counties in the region have not proposed a Referendum on a regional special district transportation sales and use tax; and

WHEREAS, in accordance with Official Code of Georgia Annotated § 48-8-262(a)(2), the County and its Municipalities have determined that Hall County is not defined as a metropolitan county special district; and

WHEREAS, in accordance with Official Code of Georgia Annotated § 48-8-262(a)(3), the County and its Municipalities have determined that a tax is currently being levied and collected pursuant to Part 1 of Article 3 of Official Code of Georgia Chapter 48-8; and

WHEREAS, the governing authorities of the County and the Municipalities met together on May 10, 2024 to discuss possible Projects and Purposes for inclusion in a Transportation Special Purpose Local Option Sales and Use Tax referendum, and the proposed rate of the tax, in conformity with the requirements of Official Code of Georgia Annotated § 48-8-262(a)(2); and

WHEREAS, the County and its Municipalities have executed an Intergovernmental Agreement in order to place before the voters of Hall County the question whether a Transportation Special Purpose Local Option Sales and Use Tax should be utilized as a tool to help manage transportation challenges; and

WHEREAS, the Intergovernmental Agreement describes the transportation Projects and Purposes of Hall County and its Municipalities to be funded with the proceeds of the Transportation Special Purpose Local Option Sales and Use Tax; and

WHEREAS, the Board of Commissioners of Hall County has determined that it is in the best interest of the citizens of Hall County to conduct a Referendum on the question whether a Transportation Special Purpose Local Option Sales and Use Tax shall be imposed within a Special District co-extensive with Hall County to raise net proceeds of \$390,000,000 for the purposes described in this Resolution; and

WHEREAS, pursuant to Georgia law, it is necessary to submit to the qualified voters of the Special District the question whether the Transportation Special Purpose Local Option Sales and Use Tax should be imposed for the purposes described in this Resolution;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF HALL COUNTY DOES HEREBY RESOLVE that, subject to the will of the voters of the Special District of Hall County in a referendum to be held on November 5, 2024, and in order to fund the transportation Purposes and Projects set forth in the Intergovernmental Agreement among Hall County and all of the Municipalities located wholly or partially within the geographic boundaries of the Special District of Hall County, a Transportation Special Purpose Local Option Sales and Use Tax in the

amount of one percent (1%) on all sales and uses in the Special District of Hall County as provided by law is hereby authorized to be levied and collected within the Special District of Hall County as provided by Part 1 of Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, which contains Sections 48-8-260 through 48-8-269.6, as amended. This Resolution is made on behalf of all jurisdictions within the Special District of Hall County which are Hall County, Town of Braselton, City of Buford, Town of Clermont, City of Flowery Branch, City of Gainesville, City of Gillsville, City of Lula, City of Oakwood, and City of Rest Haven.

The proceeds of the tax shall be used only for the transportation Projects and Purposes set forth in the Intergovernmental Agreement attached hereto as Exhibit "A" which is by this reference made a part hereof, in this Resolution. The transportation Purposes to be funded by the tax for Hall County and all Municipalities located wholly or partially within Hall County, and the approximate cost of such transportation Purposes, are as follows:

TSPLOST Projects		
Description		Amount
Total Estimated Collections	Administered by:	\$ 390,000,000
Purposes - Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.		
Major Projects (80%)		
Spout Springs Road Widening Phase II	County	\$ 40,000,000
McEver Road Widening Phase I	County	58,000,000
White Sulphur Road and Crescent Drive Corridor Improvements	County	52,000,000
Ridge Road Corridor Improvements	Gainesville	40,000,000
Park Hill Drive Intersection Improvements	Gainesville	11,000,000
Hilton Drive Extension	Gainesville	26,000,000
McEver Road Intersection Improvements	County	10,000,000
SR 365 Safety Improvements	County	20,000,000
SR 369/Browns Bridge Road Corridor Improvements/Widening	County	35,846,000
Little Five Points Intersection	County	2,500,000

Mt Vernon Road and Rilla Road Intersection	County	3,000,000
Mt Vernon Road and Jim Hood Road Intersection	County	2,500,000
Memorial Park Drive and Atlanta Highway Intersection	County	4,000,000
Thompson Mill Road Improvements	County	1,000,000
Frazer Road Corridor Improvements	Buford	1,504,000
Mulberry Street Connector	Flowery Branch	2,500,000
Old Oakwood Road at Balus Creek Road Culvert Replacement and Road Alignment	Oakwood	1,300,000
Main Street, Flat Creek Road, and Old Oakwood Road Intersection Improvements	Oakwood	850,000
Total Estimated Cost Major Transportation Projects	80%	\$ 312,000,000

Distribution to Jurisdictions, Local Projects (20%)		
Purposes described by each jurisdiction below.		
Hall County Portion	42.5000%	\$33,150,000
Municipality Portion	57.5000%	\$44,850,000
Unincorporated Hall County	42.5000%	\$33,150,000
Municipality Breakdown		
Braselton	3.9981%	3,118,497
Flowery Branch	9.7953%	7,640,319
Gainesville	29.9856%	23,388,730
Buford	3.3984%	2,650,723
Gillsville	0.4998%	389,812
Clermont	1.3993%	1,091,474
Oakwood	5.3974%	4,209,971
Lula	2.9986%	2,338,873
Rest Haven	0.0277%	21,600
		\$ 44,850,000
Total estimated distributions to jurisdictions, local projects	20%	\$ 78,000,000
Total Estimated Cost of T-SPLOST Projects		\$ 390,000,000

Hall County Project List

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$23,150,000
Projects may include: Hog Mountain Road corridor improvements/widening; improving sight distance issues at East Hall Road and Gaines Mill Road, and Hog Mountain and Blackjack Road; 2 foot paved shoulder widening with RPMs and signage upgrades on Williams Road, County Line Road, Gaines Mill Road, Harmony Church Road, Blackjack Road, Bark Camp Road, and Hubert Stephens Road; intersection improvements at Old Cornelia Highway and Joe Chandler Road, Hog Mountain Road and Wade Orr Road, Hog Mountain Road and Capitola Farm Road, and Union Church Road and Elizabeth Lane; signage replacement/upgrades on Chestatee Road and Cool Springs Road; and other related projects.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	\$10,000,000
Projects may include: resurfacing of approximately 25 miles of Hall County maintained roads based on the established annual road rating criteria and scoring system; and other related projects.	
Total Estimated Cost of Hall County Projects	\$33,150,000

Municipalities Project List

Braselton

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$2,000,000
Projects may include: Highway 211, Highway 347, Thompson Mill Road, Spout Springs Road, Dunbar Road, and other related projects.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	\$1,118,497
Projects may include: resurfacing of approximately 2 miles of Braselton maintained roads based on the established annual road rating criteria and scoring system; and other related projects.	
Total Estimated Cost of Braselton Projects	\$3,118,497

Buford

Project Name/Description	Estimated Project Cost
Resurfacing, which may include full depth reclamation, base and paving, culvert repair, traffic markers, patching, sidewalks, shoulder preparation; Construction of roads, stormwater projects pertaining to roadway and other transportation and related projects. Projects may include: McEver Road/Peachtree Industrial Blvd., Holiday Road, Carter Road, B.U. Bowman Drive, Golden Parkway, Bristol Industrial Way, Belle Wood Court, Palmero Court, Lexie Lane, South Waterworks Road, Green Road, Cemetery Road, New Bethany Road, North Waterworks Road, Big Creek Road, Lee Drive, Shoreland Drive, Hutchins Drive, Blackberry Lane, Maple Avenue, Frazer Road, and other related projects.	\$2,650,723
Total Estimated Cost of Buford Projects	\$2,650,723

Clermont

Project Name/Description	Estimated Project Cost
Construction of roads, sidewalks, and stormwater projects pertaining to roadway and other transportation projects	\$540,000
Projects may include sidewalk construction and stormwater projects on Oxford Road, King Street and Main Street; and other projects.	
Resurfacing, patching and related projects.	\$551,474
Project may include the repair and resurfacing of various streets in the Town.	
Total Estimated Cost of Clermont Projects	\$1,091,474

Flowery Branch

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, pedestrian upgrades (and related amenities), intersection improvements, turning lanes, traffic lights, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$5,640,319
Projects may include: Mulberry Street Connector, Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, sidewalks, multiuse paths, pedestrian upgrades (and related amenities) and similar projects.	\$2,000,000
Projects may include: Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.	
Total Estimated Cost of Flowery Branch Projects	\$7,640,319

Gainesville

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, pedestrian upgrades (and related amenities), intersection improvements, turning lanes, traffic lights, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$17,388,730
Projects may include: Memorial Park Drive, Old Flowery Branch Road, Green Street, Riverside Drive, Enota Drive, Beverly Road, M.L.K. Jr Blvd, Pearl Nix Pkwy, Sky View Drive, Fullenwider Road, Athens Street, White Sulphur Road, Community Way, Spring Street, Atlanta Hwy, Shallowford Road, Gaines Mill Road, Smallwood Road, Aviation Blvd, Marler Street, Academy Street, East Ave, Limestone Pkwy, Old Cornelia Hwy, Park Hill Drive, Thompson Bridge Road, Browns Bridge Road, Jesse Jewell Pkwy; and other similar projects.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, sidewalks, multiuse paths, pedestrian upgrades (and related amenities) and similar projects.	\$6,000,000
Projects may include: resurfacing of approximately 20 miles of City of Gainesville maintained roads based on the established annual road rating criteria and scoring system; and other similar projects.	
Total Estimated Cost of Gainesville Projects	\$23,388,730

Gillsville

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, pedestrian upgrades (and related amenities), intersection improvements, turning lanes, traffic lights, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$260,000
Projects may include: Extension of Wilson Dr. Sidewalks from Downtown to the Park, New Parking Lot for Downtown Park	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, sidewalks, multiuse paths, pedestrian upgrades (and related amenities) and similar projects. Projects may include -Resurface of Old Town Parking Lot & Driveway, Widening of Church St. and School St.	\$129,812
Total Estimated Cost of Gillsville Projects	\$389,812

Lula

Lula Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$538,873
Projects may include any of the 82 roads recognized as within the city and maintained by the city as prioritized by the City Council, and or other related projects.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	\$1,800,000
Projects may include: resurfacing of approximately 4 miles of city-maintained roads based on the established annual road rating criteria and scoring system; and other related projects.	
Total Estimated Cost of Lula Projects	\$2,338,873

Oakwood

Project Name/Description	Estimated Project Cost
<p>Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.</p> <p>Projects may include: Installation of sidewalks, sidewalk improvements, sidewalk repair, including curb and gutter installation and repair, on Main Street, Railroad Street, Oakwood Road, Flat Creek Road, Bishops Lane, Fairfax Drive, Fullerton Drive, Rutledge Drive, Nellie Drive; Highlands to Island Spur connections; Railroad Crossing safety improvements and intersection improvements at Railroad Street, Main Street, Walnut Circle; Intersection improvements at W. White and H. F Reed Industrial Parkway; Oak Street widening and improvements; and other related projects.</p>	\$3,672,000
<p>Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.</p> <p>Projects may include: Full Depth Reclamation of Nellie Drive, Culvert repair and replacement on annual projects list; and other related projects.</p>	\$537,971
Total Estimated Cost of Oakwood Projects	\$4,209,971

Rest Haven

Project Name/Description	Estimated Project Cost
Resurfacing, which may include full depth reclamation, base and paving, culvert repair, traffic markers, patching, sidewalks, shoulder preparation; Construction of roads, stormwater projects pertaining to roadway and other transportation and related projects. Projects may include: Thunder Road, Ledford Road.	\$21,600
Total Estimated Cost of Rest Haven Projects	\$21,600

The approximate cost of the transportation Purposes set forth in this Resolution is Three Hundred Ninety Million Dollars (\$390,000,000) which is the estimated net proceeds to be raised by the tax. Since the County and all Municipalities have entered into an Intergovernmental Agreement concerning the Purposes and Projects to be funded by the Transportation Special Purpose Local Option Sales and Use Tax pursuant to Official Code of Georgia Annotated Section 48-8-262(b), the maximum amount of net proceeds to be raised by the tax shall correspond to the period of time the tax shall be imposed as set forth in subparagraph (C) of Official Code of Georgia Annotated Section 48-8-262(d)(2). A copy of the fully-executed Intergovernmental Agreement among Hall County and all Municipalities is attached hereto as Exhibit A and is by this reference made a part hereof.

The maximum period of time for which the tax shall be imposed is six calendar years if approved by the voters of the Special District of Hall County. The rate of the tax shall be one percent (1%).

No general obligation debt is to be issued in conjunction with the imposition of the tax.

The ballot question with regard to whether the tax should be approved by the electors of the Special District shall be in substantially the following form:

“() Yes	Shall a special one percent sales and use tax be imposed in the special district consisting of Hall County for a period of time not to exceed six years and for the raising of an estimated amount of \$390,000,000 for transportation purposes?”
() No	

The question regarding approval of the Transportation Special Purpose Local Option Sales and Use Tax shall be placed on the next scheduled election allowed by law, November 5, 2024. The Board of Commissioners hereby notifies the Election Superintendent of Hall County of the call of this Referendum and directs the County Clerk to hand deliver a copy of this Resolution to the Chairman of the Board of Elections and Registration of Hall County and the Elections Director of Hall County as soon as possible following the approval and execution of this Resolution.

The County Clerk shall maintain the list of transportation Purposes set forth herein, or a digest thereof, in her office for public inspection during the regular business hours of the County Clerk.

The Board of Commissioners authorizes and requests that the Election Superintendent join in the call of this Referendum for the purpose of submitting to the qualified voters of Hall County the question set forth herein. The Board of Commissioners requests that the Board of Elections and Registration of Hall County publish the call of this Referendum in the newspaper in which Sheriff's advertisements are published in Hall County as required by law in all respects. The Board of Commissioners requests that the Board of Elections conduct the election in the manner authorized by general law. The Board further requests that the Election Superintendent certify the result of the Referendum to the Secretary of State and the State Revenue Commissioner. It is the intent of the Board of Commissioners that this Referendum be conducted in all respects in accordance with the State Elections Code and the provisions of Official Code of Georgia Annotated

found in Article 5A of Chapter 48-8. The Board of Commissioners requests that the Board of Elections issue the call, and publish the call, for an election at least 90 days prior to the date of the election.

The Board of Commissioners hereby authorizes and requests that the Board of Elections and Registration of Hall County publish the requisite notice of election in the newspaper in which Sheriff's advertisements are published in Hall County as required by law. The notice of election shall be in substantially the form set forth in Exhibit B which is attached hereto and by this reference made a part hereof.

The Board of Commissioners hereby ratifies and approves the Intergovernmental Agreement among the County and its Municipalities in substantially the form attached to this Resolution.

The Board of Commissioners hereby authorizes the Chairman of the Board of Commissioners, the Vice Chairman, and/or the County Administrator or his designee to take any and all further actions necessary or proper in connection with the imposition of the Transportation Special Purpose Local Option Sales and Use Tax pursuant to this Resolution and the Intergovernmental Agreement attached hereto.

This Resolution shall become effective immediately upon its adoption.

HALL COUNTY, GEORGIA

By: Gregg Poole
Gregg Poole
Vice-Chairman, Board of Commissioners

Attest:

Jennifer Rivera
Jennifer Rivera, Clerk

July 11, 2024

Date

(SEAL)

Approved as to Form:

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



STATE OF GEORGIA
COUNTY OF HALL

**TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the "Agreement") is made this 9th day of July, 2024 by and among Hall County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, the Town of Braselton, Georgia, a municipal corporation, the City of Buford, Georgia, a municipal corporation, the Town of Clermont, Georgia, a municipal corporation, the City of Flowery Branch, Georgia, a municipal corporation, the City of Gainesville, Georgia, a municipal corporation, the City of Gillsville, Georgia, a municipal corporation, the City of Lula, Georgia, a municipal corporation, the City of Oakwood, Georgia, a municipal corporation, and the City of Rest Haven, a municipal corporation (hereinafter the "Municipalities"), acting pursuant to validly adopted approvals by their respective governing bodies. The County and the Municipalities do hereby agree as follows:

WITNESSETH:

WHEREAS, Hall County and its Municipalities constitute the regional hub for Northeast Georgia with regard to the provision of medical care, banking services, and commerce; and

WHEREAS, the location of Lake Lanier in Hall County has fueled exceptional tourism opportunities within Hall County and its Municipalities; and

WHEREAS, Interstate 985 traverses Hall County and has experienced an unprecedented increase in vehicle trips per day during the last decade, bringing residents from neighboring counties into Hall County and its Municipalities; and

WHEREAS, one of the main railroad lines in the nation traverses Hall County, and Hall County is partnering with the state and federal governments to create an inland port in Hall County along the railroad line; and

WHEREAS, the creation of the inland port will significantly increase the transportation of goods, commodities, and materials through Hall County and its Municipalities; and

WHEREAS, numerous state routes provide connectivity among Hall County, its Municipalities, and major transportation corridors such as Interstate 85 and Georgia 400, and such transportation corridors provide direct access to the Interstate System serving the Southeastern United States; and

WHEREAS, Hall County and its Municipalities are experiencing rapid population growth as new residents determine that Hall County and its Municipalities provide outstanding opportunities to live, work, and play; and

WHEREAS, economic development activities within Hall County and its Municipalities are providing incentives for residents from neighboring counties to seek employment within Hall County and its Municipalities; and

WHEREAS, all of these factors have resulted in the need for Hall County and its Municipalities to explore alternatives to place before their residents regarding transportation improvements; and

WHEREAS, one such alternative is found in Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), which authorizes the imposition of a single county Transportation Special Purpose Local Option Sales and Use Tax (the "TSPLOST") to fund authorized transportation purposes for the use and benefit of the County and qualified Municipalities within the County; and

WHEREAS, in accordance with Official Code of Georgia Annotated § 48-8-262(a)(1), the County and its Municipalities have determined that neither the region nor the majority of counties in the region have proposed a referendum on a regional special district transportation sales and use tax; and

WHEREAS, the governing authorities of the County and the Municipalities hereby agree, subject to the approval of the voters of the Special District in a Referendum, to levy a Transportation Special Purpose Local Option Sales and Use Tax and further agree that the rate of the tax shall be 1 percent; and

WHEREAS, the governing authorities of the County and the Municipalities met together on May 10, 2024 to discuss possible projects and purposes for inclusion in the Transportation Special Purpose Local Option Sales and Use Tax Referendum and to discuss the rate of the tax in conformity with the requirements of Official Code of Georgia Annotated § 48-8-262(a)(2); and

WHEREAS, the County and its Municipalities desire to execute an Intergovernmental Agreement in order to place before the voters of Hall County the question whether a Transportation Special Purpose Local Option Sales and Use Tax should be utilized as a tool to help manage transportation challenges;

NOW THEREFORE, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and among the County and the Municipalities as follows:

Section 1. Representations of the Parties.

Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering into this Agreement:

- A. The County and its Municipalities hereby agree, subject to the approval of the voters of the Special District in a Referendum, to levy a Transportation Special Purpose Local Option Sales and Use Tax and further agree that the rate of the tax shall be 1 percent.

- B. The County agrees that if the governing authorities of all of the Municipalities within the Special District approve and execute this Agreement on or before July 10, 2024, the County will take the actions necessary to call an election, to be held in all of the voting precincts in Hall County on November 5, 2024, for the purpose of submitting to the qualified voters of the Special District for their approval the question whether or not a Transportation Special Purpose Local Option Sales and Use Tax of one percent shall be imposed on all sales and uses subject to the sales and use tax in the Special District of Hall County, as authorized by the Act, for six years (24 calendar quarters) commencing on April 1, 2025 for the purpose of funding specified Projects (hereinafter more fully referred to and defined). The amount of net proceeds to be raised by the Transportation Special Purpose Local Option Sales and Use Tax is estimated to be \$390,000,000 (Three Hundred and Ninety Million Dollars).
- C. The Municipalities are legally chartered municipal corporations as defined by law and judicial interpretation. During a public meeting of its governing board, conducted in compliance with the Open Meetings Act, Official Code of Georgia Annotated § 50-14-1, et seq., each of the Municipalities validly approved the execution of this Agreement.
- D. The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in compliance with the Open Meetings Act, Official Code of Georgia Annotated § 50-14-1, et seq., the County approved the execution of this Agreement.
- E. It is the intention of the County and the Municipalities to comply in all respects with Official Code of Georgia Annotated § 48-8-260 et seq., as amended most recently during the 2024 Legislative Session, and all provisions of this Agreement shall be construed in light of Official Code of Georgia Annotated § 48-8-260, et seq. as so amended.

Section 2. Conditions Precedent.

The obligations of all parties under this Agreement are contingent upon the following prior events:

- A. The approval and execution of this Agreement by all Municipalities located wholly or partially within Hall County on or before July 10, 2024.
- B. If all Municipalities do not approve and execute this Agreement on or before July 10, 2024, Hall County may choose not to approve and execute this Intergovernmental Agreement. In such a circumstance, Hall County will pursue a five-year agreement with one or more Municipalities whose population within the Special District is more than fifty percent of the total population of that portion of all Hall County Municipalities located in the Special District. Pursuant to the alternate Agreement, the percentage of the proceeds of the tax collected that each absent municipality shall receive is stated with specificity, and such percentage of the proceeds of the tax collected which shall be received by each absent municipality shall not be less than the absent municipality minimum percentage as set forth in Official Code of Georgia Annotated Section 48-8-262(c), as amended by House Bill 946 during the 2024 Legislative Session.

- C. The adoption of a Resolution by the Board of Commissioners of Hall County authorizing the imposition of the Transportation Special Purpose Local Option Sales and Use Tax and calling the necessary election in accordance with the provisions of Official Code of Georgia Annotated § 48-8-262(d).
- D. The approval of the Transportation Special Purpose Local Option Sales and Use Tax by a majority of the voters in the Special District of Hall County voting in the election (for those purposes) to be held in accordance with the provisions of Official Code of Georgia Annotated § 48-8-263.
- E. This Agreement is further contingent upon the collection of Transportation Special Purpose Local Option Sales and Use Tax revenues by the State of Georgia Department of Revenue and its transfer of the same to the County.

Section 3. Rate of Tax: Estimated Amount; Effective Date and Term of the Tax.

The Transportation Special Purpose Local Option Sales and Use Tax, subject to approval in an election to be held on November 5, 2024, shall be imposed at the rate of one percent (1%). The total estimated dollar amount for the net proceeds of the tax is \$390,000,000 (Three Hundred and Ninety Million Dollars). The maximum period of time for which the tax shall be imposed is six years, beginning on April 1, 2025 and ending on the final day of the six-year period. The maximum amount of net proceeds to be raised by the Transportation Special Purpose Local Option Sales and Use Tax shall correspond to the period of time that the Transportation Special Purpose Local Option Sales and Use Tax shall be imposed. Hall County and its Municipalities intend for the maximum amount of net proceeds to be raised by the Transportation Special Purpose Local Option Sales and Use Tax to be the maximum amount of net proceeds allowed by law, specifically in accordance with House Bill 934 which became effective on May 2, 2022 and House Bill 946 which became effective on May 6, 2024. The tax shall cease to be imposed on the final day of the maximum period of time allowed by law, six years, pursuant of Official Code of Georgia Annotated Section 48-8-262(d)(2)(C), as amended by House Bill 946 during the 2024 Legislative Session, unless sooner required by law.

Section 4. Effective Date and Term of This Agreement.

This Agreement shall commence upon the date of its execution by Hall County and all Municipalities and shall terminate upon the latter of:

- A. The official declaration by the Board of Elections and Registration of Hall County of the failure of the election described in this Agreement; or
- B. The expenditure by the County and the Municipalities of the last dollar of money collected from the Transportation Special Purpose Local Option Sales and Use Tax even if such

expenditure is made after the expiration of the Transportation Special Purpose Local Option Sales and Use Tax collection period, but in no event shall this Agreement run for more than 50 years from January 1, 2024.

Section 5. Purposes and Projects, Priority and Order of Funding.

- A. In recognition of the need for transportation improvements across Hall County and its Municipalities, the parties agree that the estimated total net proceeds (\$390,000,000) shall be utilized for the following transportation purposes (the "Purposes"): roads, streets, bridges, including without limitation road, street, and bridge purposes pursuant to paragraph (1) of subsection (b) of Official Code of Georgia Annotated Section 48-8-121, trails, roundabouts, sidewalks, traffic signals, and all accompanying infrastructure and services necessary to provide access to these transportation facilities.
- B. The transportation Purposes and Projects to be funded in whole or in part from Transportation Special Purpose Local Option Sales and Use Tax proceeds (the "Projects"), are listed in Exhibit A, which is attached hereto and made part of this Agreement. The parties acknowledge and agree that at least 30% of the estimated revenues are being expended on Projects that are consistent with the Statewide Strategic Transportation Plan as defined in Official Code of Georgia Annotated § 32-2-22.
- C. All transportation Purposes included in this Agreement shall be funded from proceeds from the tax except as otherwise agreed. The Projects and Purposes described herein shall be funded from Transportation Special Purpose Local Option Sales and Use Tax proceeds as provided in this Agreement, and as specified in Exhibit A. Each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.
- D. No general obligation debt is to be issued in conjunction with the imposition of the tax.

Section 6. Transportation Special Purpose Local Option Sales and Use Tax Funds; Separate Accounts; No Commingling.

- A. A special fund or account shall be created by the County and designated as the 2025 Hall County Special District Mass Transportation Special Purpose Local Option Sales and Use Tax Fund (the "County Transportation Special Purpose Local Option Sales and Use Tax Fund"). The County shall select a bank which shall act as a depository and custodian of the County Transportation Special Purpose Local Option Sales and Use Tax Fund upon such terms and conditions as may be acceptable to the County.
- B. Each Municipality shall create a special fund to be designated as the 2025 [Municipality name] Special District Mass Transportation Special Purpose Local Option Sales and Use Tax Fund (each a "Municipal Transportation Special Purpose Local Option Sales and Use Tax Fund"). Each Municipality shall select a bank which shall act as a depository and custodian of the Transportation Special Purpose Local Option Sales and Use Tax proceeds received by each Municipality upon such terms and conditions as may be acceptable to the

Municipality.

- C. All Transportation Special Purpose Local Option Sales and Use Tax proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Transportation Special Purpose Local Option Sales and Use Tax proceeds shall not be commingled with other funds of the County or the Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than Transportation Special Purpose Local Option Sales and Use Tax proceeds shall be placed in such accounts.

Section 7. Allocation and Disbursement of Transportation Special Purpose Local Option Sales and Use Tax Proceeds.

- A. Upon receipt by the County of Transportation Special Purpose Local Option Sales and Use Tax proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the Transportation Special Purpose Local Option Sales and Use Tax Fund. The monies in the Transportation Special Purpose Local Option Sales and Use Tax Fund shall be held and applied to the cost of acquiring, constructing and installing the Projects that have been designated as Major Projects by the County and all Municipalities (hereinafter the "Major Projects") and the County capital outlay projects listed in Exhibit A and as provided in Paragraph B of this Section. In the event that a Major Project is specifically designated herein to be administered by a specific Municipality, the County shall, within 30 days of receipt of funds from the State Revenue Commissioner, transfer the funds designated for such Major Project to the designated Municipality on a pro-rata basis with Major Projects to be administered by the County and other specifically designated Municipalities according to the amount of proceeds received each month for Major Projects. The following Major Projects have been specifically designated in Exhibit A to be administered by specific Municipalities:

Ridge Road Corridor Improvements – Administered by the City of Gainesville

Park Hill Drive Intersection Improvements – Administered by the City of Gainesville

Hilton Drive Extension – Administered by the City of Gainesville

Frazer Road Corridor Improvements – Administered by the City of Buford

Mulberry Street Connector - Administered by the City of Flowery Branch

Old Oakwood Road at Balus Creek Road Culvert Replacement and Road Alignment) – Administered by the City of Oakwood

Main Street, Flat Creek, and Old Oakwood Road Intersection – Administered by the City of Oakwood

B. The County, following each monthly deposit of the Transportation Special Purpose Local Option Sales and Use Tax proceeds in the Transportation Special Purpose Local Option Sales and Use Tax Fund, shall reserve \$4,333,333.33 (Four Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars) of the monthly Transportation Special Purpose Local Option Sales and Use Tax proceeds received to pay the cost of the Major Projects to be administered by the County or specifically designated Municipalities as set forth in Exhibit A to this Agreement on a pro rata basis determined by the percentage of the individual Project as a portion of Major Projects. For example, the percentage of the Project known as the Mulberry Street Connector is 0.0080 percent compared to the total Major Projects List, as shown on Exhibit A, so each month Hall County would disburse the sum of \$34,722.22 to the City of Flowery Branch from the Major Projects reserve to facilitate the City of Flowery Branches administration of the construction of the Mulberry Street Connector Project, assuming that at least \$4,333,333.33 is received as TSPLOST proceeds from the State Revenue Commissioner for that month. If at least \$4,333,333.33 is not received for the month, then the distribution by Hall County to the City of Flowery Branch for that month would be 0.0080 percent of the funds received by Hall County from the State Revenue Commissioner for that month. Additionally, if the net proceeds from the Transportation Special Purpose Local Option Sales Tax exceed the sum of \$4,333,333.33 for the month, the County shall disburse to each Municipality its pro-rata allocation of the remaining monthly Transportation Special Purpose Local Option Sales and Use Tax net proceeds received, within thirty (30) days of the County's receipt of such Transportation Special Purpose Local Option Sales and Use Tax proceeds. The County or the specifically designated Municipality shall expend the monies reserved for Major Projects to construct and install such Major Projects. The County and the Municipalities shall receive a pro-rata allocation of the remaining Transportation Special Purpose Local Option Sales and Use Tax net proceeds, after the allocation for the Major Projects, on a monthly basis in accordance with the table below. The aggregate net remaining Transportation Special Purpose Local Option Sales and Use Tax proceeds are estimated to be \$78,000,000 (Seventy-Eight Million Dollars) over the six (6) year period.

Project	County/Municipality	Pro Rata %	Estimated Cost
County Projects (excluding Major Projects)	Unincorporated Hall County	42.5000%	33,150,000
Braselton	Braselton	3.9981%	3,118,497
Flowery Branch	Flowery Branch	9.7953%	7,640,319
Gainesville	Gainesville	29.9856%	23,388,730
Buford	Buford	3.3984%	2,650,723
Gillsville	Gillsville	0.4998%	389,812
Clermont	Clermont	1.3993%	1,091,474
Oakwood	Oakwood	5.3974%	4,209,971
Lula	Lula	2.9986%	2,338,873
Rest Haven	Rest Haven	0.0277%	21,600
			\$44,850,000

Notwithstanding the foregoing, once the County has deposited the aggregate amount of \$312,000,000 (Three Hundred Twelve Million Dollars) (the total estimated cost of the Major Projects) into the account for the payment of the cost of the Major Projects, the County shall make no further deposits of Transportation Special Purpose Local Option Sales and Use Tax proceeds into such account for Major Projects. As among the Major Projects, the County, or the applicable specifically designated Municipality, may allocate excess proceeds not needed for a particular Major Project, once satisfactorily completed, to one or more other Major Projects as determined by the County, or with regard to Major Projects to be administered by a specifically designated Municipality, the specifically designated Municipality may allocate excess proceeds for such Major Project administered by such Municipality to other Major Projects administered by such Municipality or to Major Projects administered by the County. If the final, actual aggregate cost of the Major Projects is less than \$312,000,000, any excess proceeds designated for Major Projects shall be disbursed in the same manner as the remaining Transportation Special Purpose Local Option Sales and Use Tax proceeds are to be disbursed as set forth in the table above.

Proceeds over and above the amount estimated to be received pursuant to this Referendum shall be allocated in accordance with the table above and shall be used solely for the Purposes listed herein. Each party shall expend its portion (determined using the percentages set forth in the table above) of proceeds from the Transportation Special Purpose Local Option Sales and Use Tax on one or more of its Projects set forth in Exhibit A of this Agreement.

- C. No Purpose or Project will be given preference in the funding and distribution process in such a way that the monthly distribution formula set forth herein is affected. Each party to this Agreement shall determine the priority or order in which its designated transportation Purposes will be fully or partially funded based upon the distribution formula set forth in this Agreement. Each party's determination of the priority or order of funding for its transportation Purposes shall be based on the extent to which a Project is ready to be initiated, the most recently updated assessment of the transportation needs of the applicable party, and practical considerations regarding the effect of the Project upon the traffic flow within the jurisdiction. The parties anticipate that Projects may be funded concurrently so as to maximize the impact of the Transportation Special Purpose Local Option Sales and Use Tax proceeds on the transportation needs of Hall County and its Municipalities.
- D. The disbursement of proceeds from the Transportation Special Purpose Local Option Sales Tax referenced in this Agreement shall account for 100 percent of the Tax proceeds.
- E. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share, unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor Municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

Section 8. Project Monitoring, Record Keeping and Reporting, Audits.

- A. All parties to this Agreement shall promptly move forward with the acquisition and construction of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Projects.
- B. The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of Official Code of Georgia Annotated § 48-8-269.5(a)(2), which requires that the governing authority of each county and the governing authority of each qualified municipality receiving any proceeds from the tax under this part to maintain a record of each and every Purpose for which the proceeds of the tax are used. A schedule shall be included in each annual audit which shows for each Purpose in the resolution calling for imposition of the tax the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or disclaimer of opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. Certain information must be included in the annual audit of the County or each of the Municipalities during the term of this Agreement. The distribution and use of all Transportation Special Purpose Local Option Sales and Use Tax proceeds deposited in the County Transportation Special Purpose Local Option Sales and Use Tax Fund and each Municipal Transportation Special Purpose Local Option Sales and Use Tax Fund shall be audited annually by an independent certified public accounting firm. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. Each Municipality shall provide the County with a copy of its annual audit.
- C. The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of Official Code of Georgia Annotated § 48-8-269.6, which requires the publication of annual reports concerning expenditures for the Purposes.
- D. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of Transportation Special Purpose Local Option Sales and Use Tax proceeds and expenditures for each Project or Purpose undertaken by the County or respective Municipality as required to fulfill the terms of this Agreement.

Section 9. Completion of Projects.

- A. The County and the Municipalities acknowledge that the costs shown for each Purpose described in Exhibit A are estimated amounts.

- B. When the County or a Municipality, as applicable, confirms that all of its Projects are completed, any excess proceeds held by the confirming County or Municipality shall, for the purposes of this Agreement, be deemed excess funds and disposed of as follows: Excess Proceeds subject to this subsection shall be used solely for the purpose of reducing any indebtedness of the County or the applicable qualified Municipality within the Special District, other than indebtedness incurred pursuant to Article 5A, Part I of Official Code of Georgia Annotated Chapter 48-8 (Sections 48-8-260 et seq.). If there is no such indebtedness or if the Excess Proceeds exceed the amount of any such indebtedness, then the Excess Proceeds shall next be paid into the general fund of such County or the applicable qualified Municipality, it being the intent that any funds so paid into the general fund of such County or applicable qualified Municipality be used for the purpose of reducing ad valorem taxes according to Official Code of Georgia Annotated § 48-8-269.5(f)(2).

Section 10. Project Management.

The County, or the applicable Municipality for municipal projects to be administered by such Municipality, may contract for Project Management regarding its Major Projects, and Project Management shall be funded from Transportation Special Purpose Local Option Sales and Use Tax proceeds. Project Management shall be performed by one or more persons or entities, and the Project Management function shall work out of the Gainesville-Hall Metropolitan Planning Organization (hereinafter "MPO") office structure. The total annual compensation for the Project Management function described in this paragraph, including wages and benefits, if applicable, shall not exceed \$300,000 (Three Hundred Thousand Dollars). Municipalities may request that the Project Management function described in this paragraph be used for certain Municipal Projects which are not designated as Major Projects. In such event, the Municipality shall contract with the Project Management person or entity described in this paragraph for the specific services to be performed.

Section 11. Delegation of Certain Authority.

Hall County hereby delegates to its Chairman of the Board of Commissioners, and each Municipality hereby delegates to its Chief Elected Official, the authority to perform any and all acts necessary to effectuate this Agreement, including the authority to execute any documents necessary to effectuate this Agreement.

Section 12. Citizen Review Committee.

- A. The County and Municipalities agree that the members of the Citizen Review Committee, which is reviewing expenditures for SPLOST VII and SPLOST VIII Projects, shall also review the Projects and Purposes set forth in this Agreement.
- B. The Citizen Review Committee will represent the interests of the citizens of the County and its Municipalities and shall receive and review periodic status reports concerning all Projects and Purposes to be funded from the net proceeds of the Transportation Special Purpose Local Option Sales and Use Tax Program. The Committee shall review Transportation Special Purpose Local Option Sales and Use Tax Projects and Purposes of

the County and Municipalities and shall invite the necessary staff, division directors, department heads, administrators, and appropriate third parties to provide Project and Purpose updates to the Committee.

- C. The mission of the Citizen Review Committee is to ensure all Hall County and Municipal Transportation Special Purpose Local Option Sales and Use Tax Program Purposes will be reported and executed in an efficient, transparent, and fully accountable manner in keeping with the Purposes of the overall Transportation Special Purpose Local Option Sales and Use Tax Program.
- D. Hall County will provide appropriate staff, technical advisors, and meeting facilities to support the Committee's activities.
- E. The County Administrator and City Managers or designee(s), as applicable, of the County and Municipalities to this Agreement shall appoint any successor members of the Committee based on the following methodology:
 - 1. The Citizen Review Committee is comprised of nine members, five members appointed by the County Administrator; two members appointed by the City Manager of the City of Gainesville; one member appointed by a majority of the City Managers or designees of Buford, Braselton, Flowery Branch, Oakwood, and Rest Haven; and one member appointed by a majority of the City Managers or designees of Clermont, Gillsville, and Lula.
 - 2. Each member shall serve a four (4) year term. Each committee member selected to serve shall be appointed, or reappointed, every four years by the County and Municipality officials.
 - 3. No individual who holds state, county, or city elected office shall be eligible to serve as a member of the Citizen Review Committee during the term of such elected office, and the position of any member shall be deemed vacant upon such member qualifying as a candidate for elected public office. A member may be removed from the Citizen Review Committee with cause by the appointing official(s). Vacancies which may occur on the Committee shall be filled for the remainder of the unexpired term in the same manner as original appointments.
 - 4. Citizen Review Committee members are expected to serve with integrity and shall adhere to the highest ethical standards. Members who miss two consecutive meetings without reasonable cause or whose annual attendance drops below 50% shall be deemed to have vacated their seat on the Committee.

Section 13. Default.

The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

Section 14. Liability for Noncompliance.

The County and the Municipalities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations. If any Municipality fails to comply with the requirements of the Act (Official Code of Georgia Annotated § 48- 8-260 et seq.), the County shall not be held liable for such noncompliance. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to, or waiver of, any future breach of the same.

Section 15. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 16. Governing Law.

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

Section 17. Severability.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 18. Entire Agreement.

This Agreement embodies and sets forth all the provisions and understandings between the Parties relative to the Purposes and Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the Parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts, or understandings, either oral or written, between the Parties relative to the Purposes and Projects are hereby rescinded and superseded by this Agreement. This Agreement specifically supersedes the prior TSPLOST Agreement entered into by most of the Parties to this Agreement during 2023.

Section 19. Amendments.

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and all of the Municipalities.

Section 20. Notices.

All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall

be effective three days after having been deposited or placed in the United States mail, postage prepaid to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- A. Town of Braselton
PO Box 306
4982 Highway 53
Braselton, Georgia 30517
Attention: Town Manager
- B. City of Buford
2300 Buford Highway
Buford, Georgia 30518
Attention: City Manager
- C. Town of Clermont
109 King Street
Clermont, Georgia 30527
Attention: Town Clerk
- D. City of Flowery Branch
P.O. Box 757
5410 Pine Street
Flowery Branch, Georgia 30542
Attention: City Manager
- E. City of Gainesville
P.O. Box 2496
300 Henry Ward Way
Gainesville, Georgia 30503
Attention: City Manager
- F. City of Gillsville
P.O. Box 25
6288 GA-52
Gillsville, Georgia 30543-0025
Attention: City Clerk
- G. City of Lula
6055 Main St.
Lula, Georgia 30554
Attention: Mayor

- H. City of Oakwood
P.O. Box 99
4035 Walnut Street
Oakwood, Georgia 30566
Attention: City Manager
- I. City of Rest Haven
428 Thunder Road
Buford, Georgia 30518
Attention: City Clerk
- J. Hall County
P.O. Box 1435
2875 Browns Bridge Road
Gainesville, Georgia 30503
Attention: County Administrator

Section 21. Public Facilities.

The County and Municipalities agree that each approved Transportation Special Purpose Local Option Sales and Use Tax Project associated with this Agreement shall be maintained as a public facility and in public ownership.

Section 22. Mediation.

The County and the Municipalities agree to submit any controversy arising under this Agreement to mediation as a part of the dispute resolution process. The Parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, all Parties have executed this Agreement on the date indicated herein.

SIGNATURES ON THE FOLLOWING PAGES

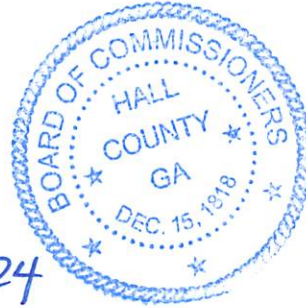
HALL COUNTY, GEORGIA

By: 
Richard Higgins, Chairman, Board of Commissioners

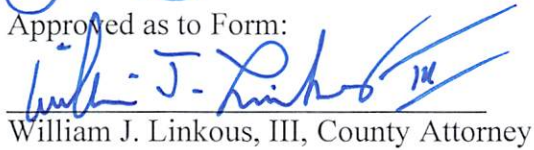
Attest:


Jennifer Rivera, Clerk

6/27/2024
Date



Approved as to Form:


William J. Linkous, III, County Attorney

TOWN OF BRASELTON

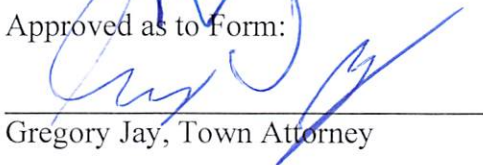
By: 
Honorable Kurt Ward, Mayor Becky Richardson, Mayor Pro Tem

Attest:


Jennifer Scott, City Clerk

6/27/2024
Date

Approved as to Form:


Gregory Jay, Town Attorney

CITY OF BUFORD

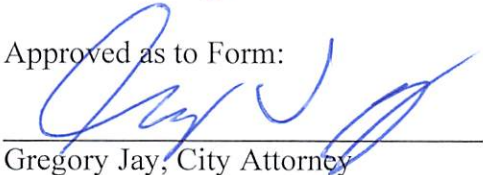
By: 
Honorable Phillip Beard, Chairman, Buford City Commission

Attest:


Kim Wolfe, City Clerk

7-1-24
Date

Approved as to Form:


Gregory Jay, City Attorney



TOWN OF CLERMONT

By: James E. Nix
Honorable James E. Nix, Mayor

Attest: Amy Lomax
Amy Lomax, City Clerk

6/27/2024
Date



Approved as to Form: David Syfan
David Syfan, City Attorney

CITY OF FLOWERY BRANCH

By: Edward R. Asbridge
Honorable Ed Asbridge, Mayor

Attest: Shelia R. Cooper
Shelia Cooper, City Clerk

7/1/2024
Date



Approved as to Form: Ted C. Baggett
Karen G. Thomas, City Attorney
Ted C. Baggett

CITY OF GAINESVILLE

By: W. Sam Couvillon
Honorable W. Sam Couvillon, Mayor

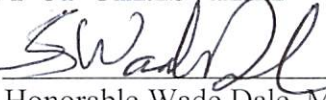
Attest: Denise O. Jordan
Denise O. Jordan, City Clerk

6/27/2024
Date



Approved as to Form: Abbott S. Hayes, Jr.
Abbott S. Hayes, Jr., City Attorney

CITY OF GILLSVILLE

By: 
Honorable Wade Dale, Mayor

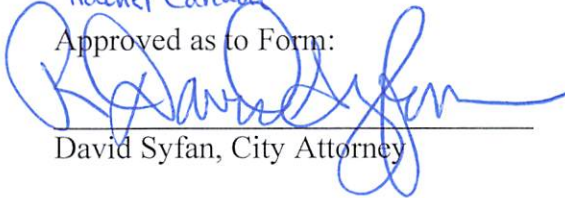


Attest:


Sandra Helton, City Clerk

7/9/24
Date

Approved as to Form:


David Syfan, City Attorney

CITY OF LULA

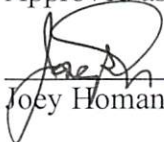
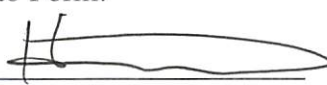
By: 
Honorable Joe Thomas, Mayor

Attest:


Tangee Puckett, City Clerk

7/2/24
Date

Approved as to Form:

 
Joey Homans, City Attorney



CITY OF OAKWOOD

By: *H. Lamar Scroggs*
Honorable Lamar Scroggs, Mayor

Attest:

Mai Chang
Mai Chang, City Clerk

6/27/24
Date

Approved as to Form:

Donald Hunt
Donald Hunt (Jun 27, 2024 10:19 EDT)
Donald Hunt, City Attorney



CITY OF REST HAVEN

By: *Kenneth Waycaster*
Honorable Kenneth Waycaster, Mayor

Attest:

Monica Montgomery
Monica Montgomery, City Clerk

7-2-24
Date

Approved as to Form:

Gregory Jay
Gregory Jay, City Attorney

Oakwood TSPLOST signature pg

Final Audit Report

2024-06-27

Created:	2024-06-27
By:	B. R. White (brwhite@cityofoakwood.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZHu5HerMm0tAj-UXt-yg3xdhJFRly-0z

"Oakwood TSPLOST signature pg" History




-  Document created by B. R. White (brwhite@cityofoakwood.net)
2024-06-27 - 2:11:31 PM GMT- IP address: 128.92.189.83
-  Document emailed to Donald Hunt (hunt@huntandtaylor.com) for signature
2024-06-27 - 2:11:34 PM GMT
-  Email viewed by Donald Hunt (hunt@huntandtaylor.com)
2024-06-27 - 2:16:54 PM GMT- IP address: 104.9.0.197
-  Document e-signed by Donald Hunt (hunt@huntandtaylor.com)
Signature Date: 2024-06-27 - 2:19:09 PM GMT - Time Source: server- IP address: 104.9.0.197
-  Agreement completed.
2024-06-27 - 2:19:09 PM GMT



EXHIBIT A

TSPLOST Projects		
Description		Amount
Total Estimated Collections	Administered by:	\$ 390,000,000
Purposes - Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.		
Major Projects (80%)		
Spout Springs Road Widening Phase II	County	\$ 40,000,000
McEver Road Widening Phase I	County	58,000,000
White Sulphur Road and Crescent Drive Corridor Improvements	County	52,000,000
Ridge Road Corridor Improvements	Gainesville	40,000,000
Park Hill Drive Intersection Improvements	Gainesville	11,000,000
Hilton Drive Extension	Gainesville	26,000,000
McEver Road Intersection Improvements	County	10,000,000
SR 365 Safety Improvements	County	20,000,000
SR 369/Browns Bridge Road Corridor Improvements/Widening	County	35,846,000
Little Five Points Intersection	County	2,500,000
Mt Vernon Road and Rilla Road Intersection	County	3,000,000
Mt Vernon Road and Jim Hood Road Intersection	County	2,500,000
Memorial Park Drive and Atlanta Highway Intersection	County	4,000,000
Thompson Mill Road Improvements	County	1,000,000
Frazer Road Corridor Improvements	Buford	1,504,000
Mulberry Street Connector	Flowery Branch	2,500,000

Old Oakwood Road at Balus Creek Road Culvert Replacement and Road Alignment	Oakwood	1,300,000
Main Street, Flat Creek Road, and Old Oakwood Road Intersection Improvements	Oakwood	850,000
Total Estimated Cost Major Transportation Projects	80%	\$ 312,000,000

Distribution to Jurisdictions, Local Projects (20%)		
Purposes described by each jurisdiction below.		
Hall County Portion	42.5000%	\$33,150,000
Municipality Portion	57.5000%	\$44,850,000
Unincorporated Hall County	42.5000%	\$33,150,000
Municipality Breakdown		
Braselton	3.9981%	3,118,497
Flowery Branch	9.7953%	7,640,319
Gainesville	29.9856%	23,388,730
Buford	3.3984%	2,650,723
Gillsville	0.4998%	389,812
Clermont	1.3993%	1,091,474
Oakwood	5.3974%	4,209,971
Lula	2.9986%	2,338,873
Rest Haven	0.0277%	21,600
		\$ 44,850,000
Total estimated distributions to jurisdictions, local projects	20%	\$ 78,000,000
Total Estimated Cost of T-SPLOST Projects		\$ 390,000,000

Hall County Project List

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	
Projects may include: Hog Mountain Road corridor improvements/widening; improving sight distance issues at East Hall Road and Gaines Mill Road, and Hog Mountain and Blackjack Road; 2 foot paved shoulder widening with RPMs and signage upgrades on Williams Road, County Line Road, Gaines Mill Road, Harmony Church Road, Blackjack Road, Bark Camp Road, and Hubert Stephens Road; intersection improvements at Old Cornelia Highway and Joe Chandler Road, Hog Mountain Road and Wade Orr Road, Hog Mountain Road and Capitola Farm Road, and Union Church Road and Elizabeth Lane; signage replacement/upgrades on Chestatee Road and Cool Springs Road; and other related projects.	\$23,150,000
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	
Projects may include: resurfacing of approximately 25 miles of Hall County maintained roads based on the established annual road rating criteria and scoring system; and other related projects.	\$10,000,000
Total Estimated Cost of Hall County Projects	\$33,150,000

Municipalities Project List

Braselton

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$2,000,000
Projects may include: Highway 211, Highway 347, Thompson Mill Road, Spout Springs Road, Dunbar Road, and other related projects.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	\$1,118,497
Projects may include: resurfacing of approximately 2 miles of Braselton maintained roads based on the established annual road rating criteria and scoring system; and other related projects.	
Total Estimated Cost of Braselton Projects	\$3,118,497

Buford

Project Name/Description	Estimated Project Cost
Resurfacing, which may include full depth reclamation, base and paving, culvert repair, traffic markers, patching, sidewalks, shoulder preparation; Construction of roads, stormwater projects pertaining to roadway and other transportation and related projects. Projects may include: McEver Road/Peachtree Industrial Blvd., Holiday Road, Carter Road, B.U. Bowman Drive, Golden Parkway, Bristol Industrial Way, Belle Wood Court, Palmero Court, Lexie Lane, South Waterworks Road, Green Road, Cemetery Road, New Bethany Road, North Waterworks Road, Big Creek Road, Lee Drive, Shoreland Drive, Hutchins Drive, Blackberry Lane, Maple Avenue, Frazer Road, and other related projects.	\$2,650,723
Total Estimated Cost of Buford Projects	\$2,650,723

Clermont

Project Name/Description	Estimated Project Cost
Construction of roads, sidewalks, and stormwater projects pertaining to roadway and other transportation projects	\$540,000
Projects may include sidewalk construction and stormwater projects on Oxford Road, King Street and Main Street; and other projects.	
Resurfacing, patching and related projects.	\$551,474
Project may include the repair and resurfacing of various streets in the Town.	
Total Estimated Cost of Clermont Projects	\$1,091,474

Flowery Branch

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, pedestrian upgrades (and related amenities), intersection improvements, turning lanes, traffic lights, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$5,640,319
Projects may include: Mulberry Street Connector, Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, sidewalks, multiuse paths, pedestrian upgrades (and related amenities) and similar projects.	\$2,000,000
Projects may include: Main Street, Chestnut Street, Gainesville Street, Pine Street, Church Street, Mitchell Street, Debbie Lane, Atlanta Street, Railroad Avenue, Mulberry Street, Chattahoochee Street, Reed Blvd, Spring Street, Knight Drive, Bayley Drive, Martin Street, Tanner Street, Mooney Drive and Jones Road.	
Total Estimated Cost of Flowery Branch Projects	\$7,640,319

Gainesville

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, pedestrian upgrades (and related amenities), intersection improvements, turning lanes, traffic lights, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	
Projects may include: Memorial Park Drive, Old Flowery Branch Road, Green Street, Riverside Drive, Enota Drive, Beverly Road, M.L.K. Jr Blvd, Pearl Nix Pkwy, Sky View Drive, Fullenwider Road, Athens Street, White Sulphur Road, Community Way, Spring Street, Atlanta Hwy, Shallowford Road, Gaines Mill Road, Smallwood Road, Aviation Blvd, Marler Street, Academy Street, East Ave, Limestone Pkwy, Old Cornelia Hwy, Park Hill Drive, Thompson Bridge Road, Browns Bridge Road, Jesse Jewell Pkwy; and other similar projects.	\$17,388,730
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, sidewalks, multiuse paths, pedestrian upgrades (and related amenities) and similar projects.	
Projects may include: resurfacing of approximately 20 miles of City of Gainesville maintained roads based on the established annual road rating criteria and scoring system; and other similar projects.	\$6,000,000
Total Estimated Cost of Gainesville Projects	\$23,388,730

Gillsville

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, pedestrian upgrades (and related amenities), intersection improvements, turning lanes, traffic lights, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$260,000
Projects may include: Extension of Wilson Dr. Sidewalks from Downtown to the Park, New Parking Lot for Downtown Park	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, sidewalks, multiuse paths, pedestrian upgrades (and related amenities) and similar projects. Projects may include -Resurface of Old Town Parking Lot & Driveway, Widening of Church St. and School St.	\$129,812
Total Estimated Cost of Gillsville Projects	\$389,812

Lula

Lula Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$538,873
Projects may include any of the 82 roads recognized as within the city and maintained by the city as prioritized by the City Council, and or other related projects.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	\$1,800,000
Projects may include: resurfacing of approximately 4 miles of city-maintained roads based on the established annual road rating criteria and scoring system; and other related projects.	
Total Estimated Cost of Lula Projects	\$2,338,873

Oakwood

Project Name/Description	Estimated Project Cost
Construction of roads, bridges, sidewalks, multiuse paths, intersection improvements, traffic safety enhancements, and stormwater projects pertaining to roadway and other transportation projects.	\$3,672,000
Projects may include: Installation of sidewalks, sidewalk improvements, sidewalk repair, including curb and gutter installation and repair, on Main Street, Railroad Street, Oakwood Road, Flat Creek Road, Bishops Lane, Fairfax Drive, Fullerton Drive, Rutledge Drive, Nellie Drive; Highlands to Island Spur connections; Railroad Crossing safety improvements and intersection improvements at Railroad Street, Main Street, Walnut Circle; Intersection improvements at W. White and H. F Reed Industrial Parkway; Oak Street widening and improvements; and other related projects.	
Resurfacing, including full depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects.	\$537,971
Projects may include: Full Depth Reclamation of Nellie Drive, Culvert repair and replacement on annual projects list; and other related projects.	
Total Estimated Cost of Oakwood Projects	\$4,209,971

Rest Haven

Project Name/Description	Estimated Project Cost
Resurfacing, which may include full depth reclamation, base and paving, culvert repair, traffic markers, patching, sidewalks, shoulder preparation; Construction of roads, stormwater projects pertaining to roadway and other transportation and related projects. Projects may include: Thunder Road, Ledford Road.	\$21,600
Total Estimated Cost of Rest Haven Projects	\$21,600

EXHIBIT B

STATE OF GEORGIA

COUNTY OF HALL

NOTICE OF ELECTION

TO THE QUALIFIED VOTERS OF HALL COUNTY, GEORGIA

NOTICE IS HEREBY GIVEN that a special election has been called and will be held on Tuesday, November 5, 2024 in all of the elections districts of Hall County, Georgia, at which time there will be submitted to the qualified voters of Hall County, Georgia for their determination the question whether a special one percent (1%) sales and use tax shall be imposed in the special district of Hall County for a period of time not to exceed six (6) years and for the raising of an estimated amount of \$390,000,000 for the purpose of funding transportation Purposes and Projects in Hall County, the Town of Braselton, the City of Buford, the Town of Clermont, the City of Flowery Branch, the City of Gainesville, the City of Gillsville, the City of Lula, the City of Oakwood, and the City of Rest Haven.

The ballot question with regard to whether the tax should be approved by the electors of the Special District shall be in substantially the following form:

“() Yes Shall a special one percent sales and use tax be imposed in the special district consisting of Hall County for a period of time not to exceed six years and for
() No the raising of an estimated amount of \$390,000,000 for transportation purposes?”

Voters desiring to vote for the imposition of the sales and use tax shall do so by voting “Yes” and voters desiring to vote against the imposition of the sales and use tax shall do so by voting “No” as to the question propounded.

No general obligation debt is to be issued in conjunction with the imposition of the tax.

The several places for holding the election shall be in the regular and established precincts of Hall County, and all polls will be open from 7:00 a.m. to 7:00 p.m. on November 5, 2024, the date fixed for the election. Advance voting will be conducted in accordance with law.

The last day to register to vote in this election is October 7, 2024, through 5:00 p.m.

Those qualified to vote at the election shall be determined in all respects in accordance with the Constitution and statutes of the United States of America and the laws of the State of Georgia.

This Notice is given pursuant to a Resolution of the Board of Commissioners of Hall County adopted on July 11, 2024 calling for an election on the question whether to impose a Transportation Special Purpose Local Option Sales and Use Tax, subject to Hall County voters’

EXHIBIT B

approval of a referendum on November 5, 2024. A copy of the Resolution is available for public inspection in the office of the County Clerk of Hall County during regular business hours.

This the _____ day of July, 2024.

Lori Wurtz, Hall County Elections Director,
On behalf of the Board of Elections and Registration
Of Hall County, Georgia

EXHIBIT B TO RESOLUTION OF JULY 25, 2024

STATE OF GEORGIA

COUNTY OF HALL

**ORDER PROVIDING FOR THE CALL OF A SPECIAL ELECTION ON THE QUESTION
WHETHER A TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND
USE TAX SHALL BE IMPOSED IN HALL COUNTY**

WHEREAS, The Board of Commissioners of Hall County, Georgia adopted a Resolution at its regular meeting on July 11, 2024 calling for an election on the question whether or not to impose a Transportation Special Purpose Local Option Sales and Use Tax, subject to Hall County voters' approval of a referendum on November 5, 2024; and

WHEREAS, the Board of Commissioners has delivered a copy of such Resolution to the Board of Elections and Registration and has requested that the Board of Elections and Registration issue the call for the special election and conduct the special election, as required by law;

NOW, THEREFORE, THE BOARD OF ELECTIONS AND REGISTRATION HEREBY ISSUES THE CALL for a special election to be held on November 5, 2024 for the purpose of conducting a referendum on the imposition of a Transportation Special Purpose Local Option Sales and Use Tax. The Board of Elections and Registration, as Elections Superintendent of Hall County, shall conduct the special election in the manner required by Georgia law.

The special election shall be held in the regular and established precincts of Hall County, and all polls will be open from 7:00 a.m. to 7:00 p.m. on November 5, 2024, the date fixed for the election. Advance voting will be conducted in accordance with law.

IT IS FURTHER ORDERED that the Elections Director is authorized and directed to execute and publish the Call of Special Election and to execute and publish the Notice of Special Election in the weeks immediately prior to the special election, all on behalf of the Board of Elections and Registration.

IT IS FURTHER ORDERED that the Call of the Special Election shall be published in the official organ of Hall County, Georgia at least 90 days prior to the date of the special election and that the Notice of Election shall be published in the official organ once a week for 5 weeks immediately preceding the date of the special election.

IT IS FURTHER ORDERED that the last day to register to vote in the special election shall be October 7, 2024.

IT IS FURTHER ORDERED that the ballot shall have printed thereon the following:

- ☐ Yes Shall a special one percent sales and use tax be imposed in the special district
☐ No consisting of Hall County for a period of time not to exceed six years and for
the raising of an estimated amount of \$390,000,000 for transportation
purposes?"

Voters desiring to vote for the imposition of the sales and use tax shall do so by voting "Yes" and voters desiring to vote against the imposition of the sales and use tax shall do so by voting "No" as to the question propounded.

IT IS FURTHER ORDERED that the special election shall be held in all respects in accordance with the Georgia Elections Code and any and all rules and regulations promulgated pursuant thereto. The special election shall be held and conducted pursuant to the provisions of Chapter 2 of Title 21 of the Official Code of Georgia Annotated. The Elections Superintendent shall canvass the returns and declare and certify the results of the special election to the Secretary of State and to the State Revenue Commissioner. The expense of the special election shall be borne by Hall County pursuant to Georgia law.


IT IS FURTHER ORDERED that the Elections Director and the staff of the Board of Elections and Registration are hereby authorized and directed to take any and all actions which may be required in connection with the special election on the Single County Transportation Special Purpose Local Option Sales and Use Tax. The Chairman and Elections Director are hereby authorized to execute this Order.

HALL COUNTY BOARD OF ELECTIONS AND REGISTRATION

By: 
John J. Noa, Chairman

By: 
Lori Wurtz, Elections Director

ATTEST:


Paige Thompson, Clerk

APPROVED AS TO FORM:

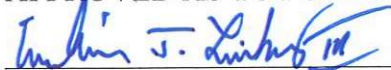

William J. Linkous, III
County Attorney



EXHIBIT C TO RESOLUTION OF JULY 25, 2024

CALL OF SPECIAL ELECTION

TO THE QUALIFIED VOTERS OF HALL COUNTY, GEORGIA

The Board of Elections and Registration of Hall County, Georgia, as Elections Superintendent of Hall County, pursuant to a Resolution of the Board of Commissioners of Hall County approved on July 11, 2024 which called a referendum to determine the question of the imposition of a one percent Transportation Special Purpose Local Option Sales and Use Tax for a period of six years (hereinafter known as the “Resolution”), does hereby issue the call for a special election to be held on Tuesday, November 5, 2024, for the purpose of conducting a referendum on the question whether or not a Transportation Special Purpose Local Option Sales and Use Tax shall be imposed in the Special District of Hall County. The ballot shall have printed thereon the following:

“() Yes	Shall a special one percent sales and use tax be imposed in the special district
() No	consisting of Hall County for a period of time not to exceed six years and for
	the raising of an estimated amount of \$390,000,000 for transportation
	purposes?”

Voters desiring to vote in favor of the imposition of the sales and use tax shall do so by voting “Yes” and voters desiring to vote against the imposition of the sales and use tax shall do so by voting “No” as to the question propounded. If more than one-half of the votes cast throughout the entire Special District are in favor of imposing the tax, the tax shall be imposed. If the tax is not so approved, the resolution shall not become effective and shall automatically be repealed on April 1, 2025.

The place for holding said election shall be in the regular and established precincts of Hall County, and all polls will be open from 7:00 a.m. to 7:00 p.m. on November 5, 2024, the date fixed for the election. Advance voting will be conducted in accordance with law.

The last day to register to vote in this election is October 7, 2024.

Those qualified to vote at the election on the question whether the Single County Transportation Special Purpose Local Option Sales and Use Tax shall be imposed shall be determined in all respects in accordance with the Constitution and statutes of the United States of America and the laws of the State of Georgia.

This Call is given pursuant to a Resolution of the Board of Commissioners of Hall County adopted on July 11, 2024 calling for an election on the question whether or not to impose a Transportation Special Purpose Local Option Sales and Use Tax, subject to Hall County voters’ approval of a referendum on November 5, 2024, and said Resolution, and the Intergovernmental Agreement between Hall County and all Municipalities regarding the imposition of the Transportation Special Purpose Local Option Sales and Use Tax dated July 9, 2024 are incorporated herein by reference. This Call is issued and published pursuant to Official Code of Georgia Annotated Sections 21-2-2(3) and 21-2-540 and in accordance with the Resolution. A


copy of the Resolution is available for public inspection in the office of the County Clerk of Hall County during regular business hours.


This the 16th day of July, 2024.

Members of the Hall County Board of Elections and Registration

By: 
John J. Noa, Chairman

Published: 7/24/2024 & 7/31/2024

By: 
David Kennedy, Vice Chairman

By: 
Johnny Varner, Member

By: 
Ken Cochran, Member

By: 
Gala Sheats, Member


Lori Wurtz, Hall County Elections Director

EXHIBIT B

STATE OF GEORGIA

COUNTY OF HALL

NOTICE OF SPECIAL ELECTION

TO THE QUALIFIED VOTERS OF HALL COUNTY, GEORGIA

NOTICE IS HEREBY GIVEN that a special election has been called and will be held on Tuesday, November 5, 2024 in all of the elections districts of Hall County, Georgia, at which time there will be submitted to the qualified voters of Hall County, Georgia for their determination the question whether a special one percent (1%) sales and use tax shall be imposed in the special district of Hall County for a period of time not to exceed six (6) years and for the raising of an estimated amount of \$390,000,000 for the purpose of funding transportation purposes and projects in Hall County, the Town of Braselton, the City of Buford, the Town of Clermont, the City of Flowery Branch, the City of Gainesville, the City of Gillsville, the City of Lula, the City of Oakwood, and the City of Rest Haven.

The ballot question with regard to whether the tax should be approved by the electors of the Special District shall be in the following form:

“() Yes Shall a special one percent sales and use tax be imposed in the special district consisting of Hall County for a period of time not to exceed six years and for
() No the raising of an estimated amount of \$390,000,000 for transportation purposes?”

Voters desiring to vote for the imposition of the sales and use tax shall do so by voting “Yes” and voters desiring to vote against the imposition of the sales and use tax shall do so by voting “No” as to the question propounded.

No general obligation debt is to be issued in conjunction with the imposition of the Single County Transportation Special Purpose Local Option Sales and Use Tax.

The several places for holding the election shall be in the regular and established precincts of Hall County, and all polls will be open from 7:00 a.m. to 7:00 p.m. on November 5, 2024, the date fixed for the election. Advance voting will be conducted in accordance with law.

The last day to register to vote in this election is October 7, 2024.

Those qualified to vote at the election shall be determined in all respects in accordance with the Constitution and statutes of the United States of America and the laws of the State of Georgia.

This Notice is given pursuant to a Resolution of the Board of Commissioners of Hall

EXHIBIT B

County adopted on July 11, 2024 calling for an election on the question whether to impose a Transportation Special Purpose Local Option Sales and Use Tax, subject to Hall County voters' approval of a referendum on November 5, 2024. A copy of the Resolution is available for public inspection in the office of the County Clerk of Hall County during regular business hours.

This the 16th day of July, 2024.



Lori Wurtz, Hall County Elections Director,
On behalf of the Board of Elections and Registration
Of Hall County, Georgia

Published: October 2, 9, 16, 23 & 30, 2024



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 377/2024

SUBJECT: Approve the ratification of the application and award of the 2023 Emergency Management Performance Grant (EMPG) for the Hall County Emergency Management Agency in the amount of \$50,000.00 and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman or Vice Chairman to execute all related award documents. An in-kind match of \$50,000.00 will be required.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: ZB

Recommendation:
Approval

Purpose of Request:

Approve the ratification of the application and award of the 2023 Emergency Management Performance Grant (EMPG) for the Hall County Emergency Management Agency in the amount of \$50,000.00 and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman or Vice Chairman to execute all related award documents. A an in-kind match of \$50,000.00 will be required.

History:

Hall County has received the EMPG grant since 2010.

Facts and Issues:

Funding will supplement the salary of an existing emergency management employee, who will be assisting with the completion of the objectives of this grant.

Options:

Funding Requested

\$ 50,000.00

Are funds within current budget?

Yes

Source of Funds

Grants / Emergency Services

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	ZB	ZB	SG
Budget	Finance	Attorney	Administration
DA	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement

2023 Homeland Security EMPG Application



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

AGENDA ITEM 377/2024

Funds Requested: \$ 50,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Grants / Emergency Services

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	271-EMERGENCY SERVICES FUND	3920-EMA	511100-SALARIES	\$50,000.00
2025	250-MULTIPLE GRANT FUND	3920-EMA	331150-FEDERALâ€OPERATING INDIRECT	\$-50,000.00
2025	250-MULTIPLE GRANT FUND	3920-EMA	511100-SALARIES	\$50,000.00

Budget Transfer Items:

Additional Information/Comments:

The EMPG program requires a 50/50 match, which means that in order to be awarded the full allocated amount, the cost for this project must be no less than \$100,000.00.

Contact for Questions: ZB

Phone:

770-536-3132

Routing Complete



FEDERAL NUMBER: Federal Number - < no value >
Obligation Data: [Edit](#)



Submission: Jun 7, 2024 at 11:54 AM by Zachary Brackett



CFDA Number: 97.042



Gainesville, GA, 30501



Eligible: \$100,000.00


Un-Expended Eligible:
\$100,000.00

Introduction

State Use Only

EMPG Status:	Current EMPG Program Participant
Federal Funding Allocation:	\$ 50,000.00
	Previous Federal Funding Allocation: N/A
Federal Number:	
Obligation Letter Date:	
Project POP Date:	
Obligation Date:	Jun 26, 2024
CATEX Comments:	

Summary Information

Grant:	2023 Emergency Management Performance Grant
Project Type:	EMPG Base Award(General ND Application - standardND/)
Title:	Hall County_OEM23-071
	Used to help identify the Project. Ex: "Jurisdiction - Project Name".
This application contains Work Activity and Costs in the following areas:	Personnel
	Hold Ctrl key to select multiple areas. More Info 
Program Participants:	Hall County Gainesville Oakwood Flowery Branch Lula Clermont Gillsville Braselton Buford
	List all jurisdictions that are participants in your emergency management program. Identify any jurisdictions that have joined or withdrawn from your program in the last year.

Local Goals / Objectives for this EMPG Grant:	<div>EMPG funds will be used to supplement the local EMA budget for EMA staff salaries.</div> <div>Completion of the annual work plan.</div> <div>Continual improvement and development of county-wide all hazards plans.</div> <div>Conduct and participate in required exercises</div> <div>Continue to support local school districts with their preparedness plans</div> <div>For example: enhance warning systems, direction & control, etc.</div>
---	---

Primary Contact: ?	<div>Sommer Green - Grants Manager</div> <div>Edit</div> <div>Email Address: sgreen@hallcounty.org</div> <div>Phone: 770-297-5503</div>
Alternate Contact: ?	<div>Zachary Brackett - Director of Emergency Management</div> <div>Edit</div> <div>Email Address: zbrackett@hallcounty.org</div> <div>Phone: 770-533-7908</div>
Authorized Contact: ?	<div>Richard Higgins - Chairman Hall County Board of Commissioners</div> <div>Edit</div> <div>Email Address: rhiggins@hallcounty.org</div> <div>Phone: 770-535-8288</div>
Emergency Management Director:	<div>Zachary Brackett - Director of Emergency Management</div> <div>Edit</div> <div>Email Address: zbrackett@hallcounty.org</div> <div>Phone: 770-533-7908</div>
Grant Financial Officer:	<div>Taylor Samples - Assistant Finance Director</div> <div>Edit</div> <div>Email Address: tsamples@hallcounty.org</div> <div>Phone: 770-531-4940</div>

Project Details

Do you anticipate using EMPG Funds towards projects that involve new construction or installation of equipment, E.g. generators, alarm systems, etc?

No

Do you anticipate using EMPG Funds towards projects that effect or involve modification of buildings or structures 50 years old or older?

No

Do you anticipate using EMPG Funds towards projects for the installation of new communication towers, or the replacement of existing communications towers?

No

Project Description:

Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. If multiple sites are involved, provide the summary for each site.

Project Location

Address Line 1:

Address Line 2:

City:

State:

GA - Georgia

Zip Code:

Latitude:

Longitude:

Base Award Payment Request

☒ Under penalty of perjury, I certify that to the best of my knowledge and belief that all requirements of the 2022 Performance Partnership Agreement (PPA) with the Georgia Emergency Management & Homeland Security Agency have been satisfied. I hereby request payment of the 2023 EMPG Base Award to cover expenses for the period of Oct 1, 2022 through Sep 30, 2025.
Signed by Zachary Brackett on Apr, 23, 2024 (clear signature)

Mailing Address

Address Line 1:	P.O. Box 907730
Address Line 2:	
City:	Gainesville
State:	GA - Georgia
Zip Code:	30501

Federal Funding Accountability and Transparency Act Certification (FFATA)

You shall report the names and total compensation of each of the five most highly compensated executives for the preceding completed fiscal year, if:

- a. in the sub-grantee's preceding fiscal year, the sub-grantee received
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Are all of the above statements true?	No
---------------------------------------	----

Risk Assessment

Agency Tax Status?

Please specify:

Agency Fiscal Year:

For example: July-June or Jan-Dec

Legal name of the entity to which the FTIN was assigned:

Does the Physical Address on file match your address as listed on SAM.gov?

Post Office Box 907730 Gainesville Georgia 30501

Is the Mailing Address on file correct?

Post Office Box 907730 Gainesville, GA 30501 Gainesville Georgia 30501

Has your organization been audited in the past 12 months?

Is your organization required to have a single audit conducted in accordance with the Single Audit Act (sub recipient expends \$750,000 or more in federal assistance during its fiscal year)?

Has the A-133 single audit been submitted to primary pass through Party?

Who was the audit sent to?

Georgia Department of Audits

What date was the audit sent?

Dec 29, 2023

Did the organization have significant audit findings from your last single audit regarding program non-compliance?

No

If the single audit has not yet been conducted, when will this be completed?

Dec 27, 2024

What type of accounting system do you use?

Automated

Does your organization have written policies and procedures for checks and balances of all fiscal transactions?

Yes

Does your organization maintain for inspection all the books, documents, payroll papers, accounting records and grant files pertaining to sub grant agreements and contracts for a period of three years after the close of the sub-grant?

Yes

Is the Unique Entity Identifier (UEI) on file for your organization correct?

Yes

Has the Unique Entity Identifier (UEI) been registered with the System for Award Management (SAM) at SAM.gov?

Yes

Expiration Date:

Jun 21, 2024

Costs

Fund Allocation

Federal Allocated Amount: \$50,000.00

The EMPG program requires a 50/50 match, which means that in order to be awarded the full allocated amount, the cost for this project must be no less than \$100,000.00. If your total project cost is less than this amount, you will only be awarded up to 50% of your total project cost.

Total Project Cost: \$100,000.00

Balance: \$0.00

Cost Line Items

Classification	Description	Qty	Price	Total
Area				
<div>Personnel</div>				
Type				
<div>Personnel</div>	100HF-01-SUSB - GA Support Staff Salary and Benefits (direct costs)	<div>1</div>	<div>\$50,000.00</div>	\$50,000.00
AEL Code (List)				
<div>100HF-01-SUSB- GA Support Staff Salary and Benefits (direct costs)</div>				
Area				
<div>Personnel</div>				
Type				
<div>Personnel</div>	100HF-01-SUSB - GA Support Staff Salary and Benefits (direct costs)	<div>1</div>	<div>\$50,000.00</div>	\$50,000.00
AEL Code (List)				
<div>100HF-01-SUSB- GA Support Staff Salary and Benefits (direct costs)</div>				
Application Total				\$100,000.00
Grand Total				\$100,000.00

Federal Allocation: \$50,000.00

Submitted to Date: \$0.00

Available Balance: \$50,000.00

Funding Sources

Method:	<input checked="" type="radio"/> By Percent	<input type="radio"/> By Amount	Funding Source / Other Agency
Estimated Federal Share:	<input type="text" value="50"/>	% \$50,000.00	
Estimated State Share:	<input type="text"/>	% \$0.00	
Estimated Local Share:	<input type="text" value="50"/>	% \$50,000.00	<input type="text" value="Local Non-Federal Funds"/>
Total Allocated:	<input type="text" value="100"/>	% \$100,000.00	

Documentation

Document Name:

Actions:

Certification re: Lobbying, Debarment, Suspension, and
Drug Free Workplace



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 386/2024

SUBJECT: Approval and authorization for the Chairman or Vice Chairman to execute any and all documents necessary to declare as surplus and unserviceable, and donate a 2002 HME 1871S Fire Pumper bearing VIN Number 44KFT42822WZ20055 to the Interactive Neighborhood for Kids, Inc. (INK) of Gainesville, GA, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: CJS

Recommendation:

Approve.

Purpose of Request:

Approval and authorization for the Chairman or Vice Chairman to execute any and all documents necessary to declare as surplus and unserviceable, and donate a 2002 HME 1871S Fire Pumper bearing VIN Number 44KFT42822WZ20055 to the Interactive Neighborhood for Kids, Inc. (INK) of Gainesville, GA, subject to review and approval by the County Attorney.

History:

Facts and Issues:

This vehicle (VIN 44KFT42822WZ20055) has been fully depreciated and is beyond its useful life for Hall County. Title is clean and in-hand.

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:

Buyer	submit	approve	Purchasing
AY	JS	JS	AP
Budget	Finance	Attorney	Administration
DA	TS	WLI	CR
Clerk			
JR			

Attachments:

Bill of Sale
Title



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

AGENDA ITEM 386/2024

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Chief Bradley Martin 770-531-6774

Contact for Questions: CJS

Phone:

770-531-6838



Hall County Government

FINANCIAL SERVICES

VEHICLE BILL OF SALE

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples, CPA

Hall County, Georgia, Board of Commissioners (herein "Donor"), located at 2875 Browns Bridge Rd, Gainesville, GA 30504, agrees to donate and convey all rights, title, and interest in the below described vehicle (herein "Vehicle") to Interactive Neighborhood for Kids, Inc., a 501(c)(3) non-profit organization (herein "Donee"), located at 999 Chestnut St SE, Gainesville, GA 30501 for and in consideration of the total sum of \$0.00, the receipt of which is hereby acknowledged.

Vehicle Information

Year, Make, Model: 2002 HME 1871S Fire Engine (aka "Engine 15")

Color: Red

VIN: 44KFT42822WZ20055

Odometer Reading: _____

The Donor certifies to the Donee that the Donor is the legal and rightful owner of the Vehicle and has full right and authority to convey the same. The Donor further certifies that there are no liens, security interests, or encumbrances on this vehicle.

The undersigned Donee accepts receipt of the Vehicle described herein and understands and acknowledges that the Vehicle is sold in used condition – as-is, where-is – without any guarantees or warranties of any kind, either expressed or implied.

Donor Signature

Date

Richard Higgins, Chairman, Hall County Board of Commissioners
Donor Printed Name

Donee Signature

Date

Donee Printed Name

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER
44KFT42822WZ20055

MAKE
HME

YEAR TYPE OF BODY
2002 TRUCK TRACTO

MODEL
1871S

ODOMETER*
000004

CYL
6

DATE ISSUED
06/20/2024

44KFT42822WZ20055

000004

DATE VEHICLE PUR FUEL
04/18/2003 DIESEL

NEW OR USED
NEW

PREVIOUS TITLE NBR / STATE OF ISSUE
770452031289010 /GA

NBR OF LIENS
0

COLOR
UNK

CURRENT TITLE NUMBER
770198282493010

MAIL TO:



17

HALL COUNTY BOARD OF COMMISSIO
PO BOX 1435
GAINESVILLE GA 30503-1435

OWNER

HALL COUNTY BOARD OF COUNTY CO
2875 BROWNS BRIDGE RD
GAINESVILLE GA 30504-5635

* ODOMETER READING IS ACTUAL M

1ST LIEN OR SECURITY INTEREST

* THIS IS A REPLACEMENT CERTIF
THE RIGHTS OF A PERSON UNDER T

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE SECURITY INTEREST HOLDER AUTHORIZED AGENT

1ST LIEN BY

2ND LIEN BY

3RD LIEN BY



The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

1060880790

Frank M. Council



66099557

STATE REVENUE COMMISSIONER

T/O
REV.
2/19

THIS TITLE MUST BE TRANSFERRED IMMEDIATELY INTO THE NEW OWNER'S NAME. CAUTION: \$100 FINE OR 30 DAYS IMPRISONMENT FOR ACCEPTANCE OR DELIVERY OF EACH CERTIFICATE OF TITLE ASSIGNED IN BLANK. TAG REGISTRATION MUST BE TRANSFERRED WITHIN 30 DAYS OR OWNER WILL BE SUBJECT TO FINE OF UP TO \$100. NEW VEHICLES MUST BE REGISTERED WITHIN 30 DAYS OF THE DATE OF PURCHASE. OWNER MUST COMPLETE ALL SPACES IN FULL. DO NOT USE RED INK. NOTICE: ANY ALTERATION VOIDS THIS TITLE.

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Effective July 1, 2008, an application for new Certificate of Title must be made by purchaser on title application form and filed within 30 days of date of purchase in order to avoid \$10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to the Motor Vehicle Division within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

PURCHASER'S LEGAL
NAME

STREET
OR R.F.D. NO.

CITY,
STATE & ZIP CODE

COUNTY OF
RESIDENCE

DATE OF SALE/TRANSFER

Any alteration or erasure
of date of sale will result
in a \$10.00 Penalty Fee.

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING

NO
TENTHS

*CAUTION:
READ CAREFULLY
BEFORE YOU
CHECK A BLOCK

- ☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S)
Printed Name

Transferor's (SELLER'S)
Signature

Transferee's (BUYER'S)
Printed Name

Transferee's (BUYER'S)
Signature

DEALER (COMPLETE ALL SPACES IN FULL)

DO NOT USE RED INK

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW.
We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name

Purchaser's Address

County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number

Unauthorized use may lead to prosecution

Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING

NO
TENTHS

- ☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer

Transferor's (SELLER'S)
Printed Name

Transferor's (SELLER'S)
Signature

Transferee's (BUYER'S)
Printed Name

Transferee's (BUYER'S)
Signature

Purchaser's Legal Name

Purchaser's Address

County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number

Unauthorized use may lead to prosecution

Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING

NO
TENTHS

- ☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer

Transferor's (SELLER'S)
Printed Name

Transferor's (SELLER'S)
Signature

Transferee's (BUYER'S)
Printed Name

Transferee's (BUYER'S)
Signature

Purchaser's Legal Name

Purchaser's Address

County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number

Unauthorized use may lead to prosecution

Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING

NO
TENTHS

- ☐ 1. The odometer reading stated is in excess of its mechanical limits
☐ 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer

Transferor's (SELLER'S)
Printed Name

Transferor's (SELLER'S)
Signature

Transferee's (BUYER'S)
Printed Name

Transferee's (BUYER'S)
Signature

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S
Name

LIEN/SECURITY INTEREST HOLDER'S
Address

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 Years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE

DO NOT ACCEPT TITLE SHOWING ANY
ALTERATIONS, ERASURES OR mutilations

1st DEALER'S ASSIGNMENT

2nd DLR. ASSIGNMENT

3rd DLR. ASSIGNMENT

LIEN

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER.

TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER
WILL BE SUBJECT TO FINES UP TO \$100 BY LAW ENFORCEMENT FOR IMPROPER REGISTRATION.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 400/2024

SUBJECT: Approve the adoption of the Tax Levy Resolution for the Hall County School District for FY 2025.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: TS

Recommendation: Approve.

Purpose of Request:

Approve the adoption of the Tax Levy Resolution for the Hall County School District for FY 2025.

History:

This tax levy resolution is approved every year as part of the budget process so the Tax Commissioner can levy and collect the appropriate property taxes for the Hall County School District.

Facts and Issues:

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

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

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item? 2024-07-25

Approvals:

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

Attachments:

Tax Levy Millage Resolutions - BOE

FY 2025 (Tax Year 2024) Millage Rate Certification

**TAX RESOLUTION
TAX LEVY FOR
HALL COUNTY SCHOOL DISTRICT
2024**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA, and it is hereby ordered by same that, upon the recommendation of the Hall County Board of Education, for educational purposes for 2024, there is hereby levied on taxable property located in said Hall County, outside of independent school districts, as provided on Article VIII of the Constitution of Georgia as amended:

<u>NET MILLAGE</u>			
<u>ITEM</u>	<u>PER \$1,000</u>	<u>PER \$100</u>	<u>TO YIELD</u>
To pay expenses of administration, maintenance, and operation of Hall County School System, as provided by law, based on a valuation of 9,867,754,686	14.990	1.499	\$147,917,643
To pay interest and principal on outstanding school bonded indebtedness of Hall County School System, as provided by law, based on a valuation of 9,910,333,686	1.000	.1000	\$ 9,910,334

This ____ day of _____, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

By _____
Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner - District 3

Commissioner – District 4

Commission Clerk

COUNTY MILLAGE RATE CERTIFICATION FOR TAX YEAR 2024

Please provide a copy of this form to your county's Clerk of Superior Court.

<http://www.dor.ga.gov>COUNTY: HALL

Submit original signed copy with digest submission

COLUMN 1	COLUMN 2	COLUMN 3		COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10
District Number Must be Shown	District Name (Inc, Uninc, School, Special Districts, Etc.)	Mark X if District Falls In Unincorporated Area	Mark X if District Falls In Incorporated Area	Enter Gross Millage Rate Before Rollbacks	Sales Tax Rollback O.C.G.A § 48-8-91	Insurance Premium Rollback O.C.G.A § 33-8-8.3		Net M&O Millage Rate Column 4 less Columns 5, 6 & 7	Enter Bond Millage Rate	Total Millage Rate Column 8 plus Column 9
All	County M&O	X	X	5.573	2.339			3.234	0.000	3.234
1,2,3,5,6,7,15,16,21,22	School	X	X	14.990				14.990	1.000	15.990
	List Special Service Districts:									
1	Fire Unincorporated	X		3.637		1.237		2.400	0.000	2.400
								0.000	0.000	0.000
2,3,5,6,7,8,15,16,21,22	Fire Incorporated		X	3.880				3.880	0.000	3.880
								0.000	0.000	0.000
All	Emergency Services	X	X	0.571				0.571	0.000	0.571
								0.000	0.000	0.000
1	Development Services	X		1.180				1.180	0.000	1.180
								0.000	0.000	0.000
1,2,3,5,6,7,8,15,16,21,22	Parks and Leisure Services	X	X	0.437				0.437	0.000	0.437
								0.000	0.000	0.000
								0.000	0.000	0.000
	CID/BID:									
								0.000		0.000
								0.000		0.000
								0.000		0.000
								0.000		0.000

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2024

Date

Chairman, Board of County Commissioners



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 405/2024

SUBJECT: Approve the Employment Agreement for the Assistant Director of Public Works & Utilities.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: DLJ

Recommendation:
Department recommends approval.

Purpose of Request:
Approve the Employment Agreement for the Assistant Director of Public Works & Utilities.

History:

Facts and Issues:

Options:

Funding Requested	\$ 209,637.43
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?	

Approvals:

Submit	Approve	Budget	Finance
LJ	LJ	DA	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Financial Supplement

Employment Agreement

New Position Cost Worksheet



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

AGENDA ITEM 405/2024

Funds Requested: \$ 209,637.43

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Development Services Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	511100-SALARIES	\$139,050.00
2025	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	512902-TRAVEL/CAR USE ALLOWANCE	\$5,199.96
2025	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	512200-FICA	\$11,036.00
2025	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	512400-RETIREMENT	\$20,194.99
2025	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	512100-HEALTH INSURANCE	\$33,046.48
2025	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	512103-CONTRACT EE INSURANCE	\$48.00
2025	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	512102-LIFE INSURANCE	\$462.00
2025	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	523201-COMMUNICATIONS	\$600.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 770-531-6800

EMPLOYMENT AGREEMENT
Assistant Director of Public Works & Utilities

THIS AGREEMENT made and entered into this 25th day of July, 2024, by and between **HALL COUNTY, STATE OF GEORGIA**, hereinafter called “the County”, as party of the first part, and **William King**, herein called "Employee", as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to employ the services of said **William King** as the **Assistant Director of Public Works & Utilities** of Hall County; and

WHEREAS, it is the desire of the Hall County Board of Commissioners, hereafter called “Commission” to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of Hall County to secure and retain the services of said Employee and provide inducement for him or her to remain in such employment, and to make possible full work productivity by assuring said Employee’s morale and peace of mind with respect to future security, and to provide a just means of terminating the Employee’s services at such a time as desired by the County Administrator, or his or her designee; and

WHEREAS, the Employee desires to accept employment as **Assistant Director of Public Works & Utilities** for Hall County;

NOW THEREFORE; in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Duties

The County hereby agrees to employ **William King** as **Assistant Director of Public Works & Utilities**, to perform legally permissible functions and duties specified and assigned by the County Administrator or his or her designee.

EMPLOYMENT AGREEMENT
Assistant Director of Public Works & Utilities

SECTION 2. Term

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the County Administrator to terminate the services of this Employee at any time, subject only to the provisions set forth in SECTION 3 of this agreement. The Employee understands that he serves at the pleasure of the County Administrator.
- B. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the County, subject to the provisions set forth in SECTION 3, Paragraphs B and C of this agreement.

SECTION 3. Termination and Severance Pay

- A. In the event the Employee is terminated pursuant to Paragraph B hereof and the Employee is willing and able to perform the duties of the position under this agreement, upon execution of a Separation Agreement and General Release, the Employer agrees to pay the Employee a lump sum cash payment equal to three (3) months aggregate annual salary, exclusive of other forms of compensation, less standard withholdings, in addition to the continuation of medical, dental and vision insurance benefits during the three (3) month period immediately following the date of termination. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor or a felony, or if the County determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and breach of public trust, including but not limited to illegal acts involving personal gain, or moral turpitude, the County shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental and vision insurance continuation aside from COBRA.
- B. In the event the Employer at any point during the term of this agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of Employer, or if Employer refuses, following a written request to comply with any provision benefiting Employee herein; or the Employee resigns following a suggestion, whether formal or informal, by the County Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

EMPLOYMENT AGREEMENT

Assistant Director of Public Works & Utilities

C. In the event the Employee voluntarily resigns his position with the County as **Assistant Director of Public Works & Utilities** then the Employee shall give the County **thirty (30)** days written notice in advance, unless the parties otherwise agree. The provision for severance pay and continuation of employment benefits detailed in SECTION 3, Paragraph A shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform his duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the County shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued benefits, in accordance with current policies.

SECTION 5. Salary

The County agrees to pay the Employee for his services rendered, pursuant hereto, an annual base salary of **\$139,050.00**, payable in installments at the same time as other employees of the County are paid, except that the county may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. The base annual salary and benefits may be reviewed annually by the County Administrator and consideration for increases may be determined based upon the performance of the employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 6. Performance Evaluation

The County Administrator, or his or her designee, shall review and evaluate the performance of Employee at least annually on the anniversary day of this agreement. Said review and evaluation shall be in accordance with criteria developed by the County Administrator, or his or her designee, and Employee. Performance criteria may be added to or deleted from, as the County Administrator, or his or her designee may from time to time determine. Further, the County Administrator, or his or her designee, shall provide the Employee with a written summary statement of the findings of the evaluation.

EMPLOYMENT AGREEMENT

Assistant Director of Public Works & Utilities

SECTION 7. Hours of Work

It is generally recognized that the position of **Assistant Director of Public Works & Utilities** involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

The Employee shall devote his full time to the position described in this agreement. With the approval of the County Administrator, or his or her designee, the Employee may engage in teaching, consulting or other non-employer related activities as long as he does not interfere with the execution of the duties of this position, or present a conflict of interest. Such consent must be obtained by advance approval, in writing, detailing the specifics of such activity.

SECTION 9. Political Activity

If the Employee announces as a candidate for any elective office during the duration, of this contract, he will resign from Hall County employment immediately upon declaring candidacy as defined by state law. During the term of this contract, the Employee may not:

- A. Be involved in any political activity that would constitute a conflict of interest; including participation in any aspect of any local political campaign on behalf of himself if intending to seek elected office, or other individual or in opposition to any candidate for office within Hall County; including municipal and/or county government office. This restriction includes but is not limited to displaying or distributing information, materials, or paraphernalia in support of any political candidate, party or organization.
- B. Knowingly solicit, accept, or receive political contributions from any person, to be used in support of or in opposition to any political candidate for election within Hall County, including municipal and/or county government office.
- C. Use, or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person a job or other advantage for the purpose of influencing the vote or political action of any person.

EMPLOYMENT AGREEMENT

Assistant Director of Public Works & Utilities

SECTION 10. Vehicle and Phone

Employee's duties require the substantial use of their personal automobile during the term of employment. The County shall pay to the Employee, in addition to salary, a monthly vehicle allowance of \$433.33. A cellular phone dedicated solely for business usage may be provided by the Employer. In such case, the Employer shall be responsible for paying for and maintaining regular monthly service. Should the Employee desire to use his personal cellular phone for business purposes, Employer shall reimburse the Employee the amount of \$50 per month.

SECTION 11. Insurance Benefits

The County agrees to put in force and make premium payments for Medical, Dental, Vision, Short-Term Disability and Life Insurance policies on behalf of the Employee and if so elected, eligible dependents, at a level of coverage available to other County employees. The Employee may choose not to cover his dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County, if the Employee elects, Hall County agrees to contribute 8% of annual compensation as defined by the retirement plan in addition to Employer matching contributions made on contributions by the Employee as received by other County employees, into a defined contribution plan, except that the County may reduce or suspend this contribution at any time and for any duration as required due to a lack of financial resources. Retirement contributions shall not be made on any severance pay provided by the Employer, paid in accordance with Section 3.

SECTION 13. Paid Time Off (PTO) or Vacation and Sick Leave

As applicable, the County will provide for Paid Time Off (PTO) in the same manner as the accruals currently received by other County Employees. In the event that the County changes or adopts a new program for all employees, such changes shall also apply to the **Assistant Director of Public Works & Utilities**. Accrued PTO shall be paid to Employee upon termination of employment.

EMPLOYMENT AGREEMENT

Assistant Director of Public Works & Utilities

SECTION 14. Dues, Subscriptions and Professional Development

- A. The County agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.
- B. The County agrees to pay the travel and subsistence expenses of the Employee for expenses related to maintenance of professional certifications, professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.

SECTION 15. Indemnification

The County shall defend, save harmless and indemnify the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as **Assistant Director of Public Works & Utilities**. The County or its insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against the Employee and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee. Any defense and/or indemnification of the Employee by the County shall be subject to all of the terms and conditions found in the County's Defense and Indemnification ordinance/policy.

SECTION 16. General Provisions

- A. The text herein shall constitute the entire agreement between the parties. Any amendment hereto shall be in writing and be executed by both parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

EMPLOYMENT AGREEMENT

Assistant Director of Public Works & Utilities

- D. This agreement will become effective on the 14th day of July, 2024, and shall continue thereafter unless or until the agreement is terminated by either party as set forth herein.
- E. This agreement shall be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____ 2024.

HALL COUNTY, GEORGIA

County Administrator

ATTEST:

County Commission Clerk

(Seal)

Employee

APPROVAL AS TO FORM

William J. Linkous III
County Attorney



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

Please complete the tab that correlates with the type of position change you are requesting. Only include ONE request per worksheet. If requesting multiple personnel changes, please prioritize each worksheet in order of importance. For each personnel request, submit this form, along with the "New Position Request."

REQUEST TYPE: NEW FULL-TIME POSITION

Department #

Public Works
Department Name

Assistant Director of Public Works
Requested Position Title

Priority #

ADDITIONAL PERSONNEL COST CALCULATION

<i>New Position</i>		Account
\$139,050.00	Salary Requested (use midpoint of paygrade)	511100
\$5,199.96	Car Allowance	512902
11,036.00	Taxes	512200
20,194.99	Retirement	512400
32,508.48	Health	512100
48.00	Dental	512103
361.00	Life	512102
101.00	AD&D	512102
538.00	Short Term Disability	512100
\$209,037.43	Total Additional Personnel Costs	

JUSTIFICATION (please provide a short explanation of your request on the lines below):

Please note taxes, retirement, and benefits are all estimates based on the maximum potential cost. Should Employee desire to use personal cell phone for business purposes, there will be a \$50 reimbursement per month.

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)

****Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.**

EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
	\$ -
	\$ -
	\$ -



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 392/2024

SUBJECT: Approve the award of RFQ/P #45-002 Medical, Dental, & PBM Claims Administration for health benefits to Healthgram Health Insurance of Charlotte, NC, Delta Dental of Chicago, IL, Veracity Rx of Kennesaw, GA, and ProCare Rx of Gainesville, GA; authorization for the Chairman or Vice Chairman to execute all related documents, subject to the review and approval by the County Attorney. The estimated annual cost is \$921,627.00.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: DLJ

Recommendation:

Department recommends approving the award of RFP/P #45-002 Medical, Dental, & PBM Administration for health benefits.

Purpose of Request:

Purpose of this request is to seek approval of the award of RFQ/P #45-002 Medical, Dental, & PBM Administration for health benefits to Healthgram of Charlotte, NC., Delta Dental of Chicago, IL, Veracity Rx of Kennesaw, GA, and ProCare Rx of Gainesville, GA. The estimated annual cost is \$921,627.00.

History:

The vendors awarded in this RFP will be new partnerships with Hall County.

Facts and Issues:

Contracts with the vendors awarded in this RFP are forthcoming, as this agenda item is to award the selected vendors of the RFP. All contracts will be reviewed in accordance with the purchasing and legal process.

Options:

Funding Requested

\$ 921,627.00

Are funds within current budget?

No

Source of Funds

Group 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	Purchasing	Budget
LJ	LJ	AP	DA
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement

Bid Tabulation Summary

RFP 45-002 Medical Admin Cost by Carrier

RFP-Medical, Dental, PBM Claims Administration



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

AGENDA ITEM 392/2024

Funds Requested: \$ 921,627.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

Group Insurance Fund

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	512100-HEALTH INSURANCE	\$460,814.00
2026	601-GROUP INSURANCE FUND	1556 - GROUP INSURANCE	552100- ADMINISTRATIVE INSURANCE FEES	\$460,813.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-6712

MEDICAL BENEFIT ADMINISTRATION

RFQ/P #45-002	BID TABULATION SUMMARY					
Bidders	Cigna	Meritain Integrated PBM	Meritain w/ VeracityRx/Procare	Anthem	HEALTHGRAM	Lucent Health
Location	Atlanta, GA	Richardson, TX	Richardson, TX	Atlanta, GA	Charlotte, NC	Nashville, TN
Technical Scores	90	91	95	91	96	70
Cost	\$ 642,208.00	\$ 553,172.40	\$ 657,046.80	\$ 911,786.00	\$ 688,374.00	\$ 779,058.00

Total Bids mailed out:	12
Hall County Invitations:	0
Bids Received:	5
No Bids:	7

DENTAL BENEFIT ADMINISTRATION

RFQ/P #45-002	BID TABULATION SUMMARY					
Bidders	Cigna	Meritain	Ameritas	Anthem	DELTA DENTAL	Lucent Health
Location	Atlanta, GA	Richardson, TX	Norcross, GA	Atlanta, GA	Alpharetta, GA	Nashville, TN
Technical Scores	92	87	75	93	99	79
Cost	\$ 50,342.40	\$ 55,848.60	\$ 49,241.16	\$ 45,622.80	\$ 35,397.00	\$ 31,464.00

Total Bids mailed out:	10
Hall County Invitations:	0
Bids Received:	6
No Bids:	4

PHARMACY BENEFIT ADMINISTRATION

RFQ/P #45-002	BID TABULATION SUMMARY					
Bidders	Veracity RX/ ProCare	ServeYou RX	Sav-Rx	N/A	N/A	N/A
Location	Kennesaw, GA/ Gainesville, GA	Milwaukee, WI	N/A			
Technical Scores	83	78	N/A			
Cost	\$ 197,856.00	\$ 375,997.00	N/A			

Total Bids mailed out:	6
Hall County Invitations:	1
Bids Received:	3
No Bids:	3

MEDICAL, DENTAL, & PHARMACY BENEFIT MANAGEMENT
RFP/P #45-002 (2024)

Administrative Cost by Carrier

Veracity RX / ProCare RX - \$12 Per Employee Per Month – based on the employee count from the June 2024 claims report from Cigna, 1,374 enrolled employees, which is a total of \$16,488/month or \$197,856/year (subject to change based on enrollment numbers).

Delta Dental - \$2.25 Per Employee Per Month – based on the employee count from the June 2024 claims report from Cigna, 1,311 enrolled employees, which is a total of \$2,949.75/month or \$35,397/year (subject to change based on enrollment numbers).

Healthgram – Based on the employee count from the June 2024 claims report from Cigna, 1,374 enrolled employees which is total of \$57,364.50/month or \$688,374/year (subject to change based on enrollment numbers).

Veracity RX/ProCare RX	\$197,856.00
Delta Dental	\$35,397.00
Healthgram	<u>\$688,374.00</u>
Total	\$921,627.00

A PROPOSAL PREPARED FOR HALL COUNTY BOARD OF COMMISSIONERS

Partners in a comprehensive self-funded healthcare solution

Passive and fragmented management of your health plan leads to overspending for your company, frustration for your team and confusion for employees. Better healthcare demands a fresh approach.

At Healthgram, we help companies take control of their growing healthcare investment by providing a fundamentally better self-funded solution.

The result? Healthcare that both employers and employees love. Companies spend 23% less on care and engage up to 93% of high-risk employees in life-changing outreach.

Plan Administration

Achieve additional savings, beyond network discounts, through our proactive medical and pharmacy claims oversight.

Member Advocacy

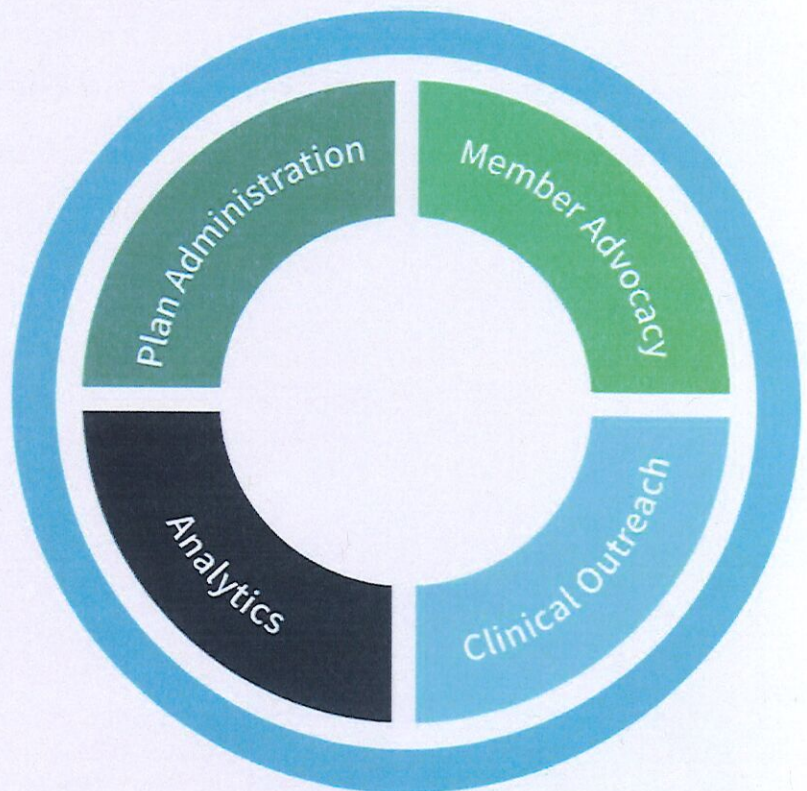
Deliver a benefits experience that's easy to navigate and helps employees find high-value care before they need it.

Clinical Outreach

Our nurses and health coaches work compassionately with employees to improve clinical and financial outcomes.

Analytics

See every detail and data point with ease using intuitive dashboards built specifically for employers.



By the numbers:

97%

Year-over-year client
retention

47 Years

Innovating employer
healthcare solutions

50 States

We serve members
nationwide

Administration		
Healthgram		
Medical, Rx Claims Administration	1,403	\$24.00
COBRA Administration	1,403	\$1.50
Utilization Management	1,403	\$2.75
Healthgram Connect	1,403	\$7.00
Healthgram Trax	1,403	\$2.50
Teladoc (no consult fee)	1,403	\$2.05
Teladoc (\$55 consult fee)	1,403	\$1.15
Claim Appeal Fiduciary Services	1,403	\$1.25
PBM Interface	1,403	\$1.85
Other		
Health Partners Network Access Fee	1,403	\$2.50

Notes and Contingencies:

1. This quote is valid for a maximum of 90 days from the date released and no later than the proposed effective date.
2. If a non-preferred vendor is selected, additional administrative fees and applicable agreements may apply.
3. Stop loss carve-outs will require \$1.25 PEPM Stop Loss Interface Fee.
4. Proposal assumes Veracity / ProCare Rx PBM.
5. The proposed network is Health Partners with the MultiPlan PHCS wrap network. MultiPlan PHCS wrap network charges 20% of savings.
6. No Healthgram percentage of savings or per claim fees for out-of-network claim processing.
7. No claim audit/edit fees.
8. Subrogation provided for 25% of recovery.
9. Case Management and Maternity Management provided at a rate of \$165.00 per hour.
10. Condition Management is provided at a rate of \$70.00 per hour.
11. \$950 per vendor per year for Data Services.
12. Start-up Fee: \$4,950.00

What Healthgram means for your company

Together, our clinical and financial programs help companies provide the most competitive healthcare while managing costs. The companies we serve spend 23% less on healthcare than the national average.

Complete transparency into healthcare spend

Real-time reporting gives you unobstructed access to plan performance.

Independent claims reviews and negotiations

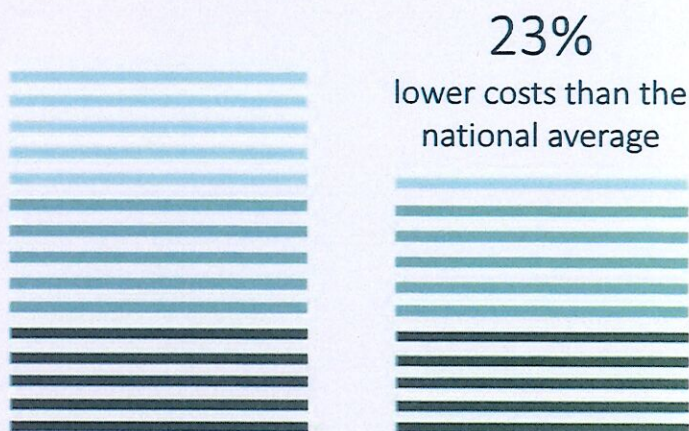
Detailed reviews eliminate ineligible claims and waste, while independent negotiations find the most competitive pricing available.

Proactive management of large claims

In-house clinical teams engage with over 80% of high-risk members to improve financial and health outcomes.

Reduced HR Burden

Clients report a 30% reduction in time answering employee questions.



What Healthgram means for your employees

Your employees deserve better than long hold times and surprise bills. That's why we align each member with a team of trusted advocates to guide them through every step of their healthcare journey. The impact? Thousands saved on individual procedures and happier, healthier employees.



One-on-one guidance

Health plan members work with dedicated Advisors who help them and their families navigate care and coverage.

Proactive Support

Advisors use real-time data to let members know about valuable benefits and savings before they have to ask.

Healthcare Navigation

Advisors contain costs by finding fair cost providers at the earliest points of intervention.

Empowered Members

93% of Healthgram members feel more confident making healthcare decisions after speaking with their Advisor.

STANDARD ADMINISTRATION

IMPLEMENTATION

- Eligibility load & ID card issuance
- Plan design, Summary Plan Description and SBC creation
- Communication strategy and open enrollment support
- Banking setup
- External vendor set up*

PLAN ADMINISTRATION

- Dedicated account management team
- Claims adjudication and premium billing customizations
- Eligibility maintenance
- Technical Writing management
- Claims auditing and case rate negotiation
- Subrogation
- In-house customer service
- Network Management and direct contracting
- Compliance support
- Stop loss coordination (initial and renewal)
- PBM integration
- Ongoing support and consulting

CLINICAL SUPPORT

- Healthgram Connect
 - Dedicated Advisor and healthcare advocate
 - Price transparency and guidance
- Utilization Management (Medical and Rx)
- Precertification and Concurrent Review
- Case Management and Maternity Management

REPORTING

- 250+ standard reports
- Inpatient-stay and large claim notifications
- Performance reviews and recommendations
- Custom reporting*
- MHPAEA analysis*
- Outbound data feeds*

ONLINE PORTALS

- Employer portal:
 - Eligibility detail and submissions (i.e. enrollments, terminations, changes)
 - On-demand reporting
 - EOBs, claims detail, ID cards, and more
- Member Portal
 - Electronic EOBs & claim detail
 - ID Card Access
 - Benefits information
 - Deductible and out-of-pocket accumulators
 - Provider search
 - Transparency tool (Healthgram Connect only)

* Additional cost or fees may apply

ADDITIONAL SERVICE ADMINISTRATION

ANCILLARY SERVICE ADMINISTRATION

- COBRA
- Dental
- Vision
- STD
- FSA and HRA coordination

POPULATION HEALTH & WELLNESS

- Online health risk assessment
 - Biometric screenings
 - Trax incentive tracking
 - EHR software
 - Health Coaching
 - Onsite and Near-site clinics
 - Teladoc™
-
-



Proposed Rates

Group: Hall County Board of Commissioners

Plan: Delta Dental PPO™ – Program A - Plan 1

Contract type: Self-Funded Contract

Full Contract term: 01/01/2025 to 12/31/2027

Initial contract term: 01/01/2025 to 12/31/2027



\$ PEPM
\$2.25

The above rates include \$0.00 PEPM broker commission.

The above rates are not valid unless accompanied by the provisions in the attached pages.

SmileWay® Wellness Benefits

This disease-management program provides additional dental benefits for enrollees who self-report chronic medical conditions including diabetes, heart disease, stroke, HIV/AIDS, rheumatoid arthritis, and other conditions (see Assumption & guidelines). Participants are then eligible each year to receive additional cleanings and periodontal scaling and root planing.

Credits and Allowances

Delta Dental will reimburse Hall County Board of Commissioners upon receipt of a detailed invoice. See Assumptions and Guidelines for reimbursement details.

VeracityRx Proposal

At VeracityRx, We Believe Pharmaceutical Costs Should Be Fair.
Our 5 Buckets Help Employers Achieve Maximum Savings.

Hall County

Based on the evaluation of your prior pharmacy utilization, we propose the following estimated annual savings:

Assumptions:

- Effective Date of Current Plans:
- Employees on Plan: 1403
- Members on Plan: 3026
- Pharmacy Data From (incl. dates): 4/1/23 - 3/31/24
- Total Pharmacy Spend (annualized): \$7,302,669.56
- Total Number Scripts (annualized): 38173
- Rebates: \$1,863,000.00

VeracityRx Estimated Savings for Current Plan Year		
VeracityRx Estimated Savings:		
The Contract (+)	\$	358,078.50
Veracity Select Network (+)	\$	343,557.00
Formulary Management (+)	\$	305,384.00
Personal Importation Program (PIP) (+)	\$	942,855.33
Manufacturers' Assistance for Specialty and High Cost Drugs (+)	\$	1,558,100.34
Total Estimated Savings	\$	3,507,975.17
Loss of Rebates	\$	1,863,000.00
PBM Carve Out Fee	\$	-
Estimated Net Savings (Before fees)	\$	1,644,975.17

Savings estimates do not include fees: VeracityRx fee of \$12 PEPM | MC-Rx Powered by ProCare Rx (PBM) per Script fee of \$3.75

VeracityRx Guarantee:

VeracityRx guarantees that we will save at least the amount of our annual fee and per script fee. If not, we will refund the entire fee at the end of the plan year. The guarantee is contingent upon opting in to all our programs and is based on current data provided.

SUMMARY SCORING SHEET PROPOSALS/PRICING AND THEN INTERVIEW

CRITERIA		Total Possible Points	COMPANY NAME/RATING					
			Cigna	Meritain	Ameritas	Anthem	Delta Dental	Lucent Health
Demonstrated understanding of the services and needs required by the County and provided solutions on how to address the following:								
	Flexibility -including but not limited to plan design, attendance at open enrollment meetings, customized packets/forms	10	9.00	9.00	8.00	9.00	10.00	9.00
	Network Presence/Disruption Analysis	10	10.00	6.00	8.00	7.00	9.00	7.00
	Ease Administrative Burden - including but not limited to eligibility verification, billing, claims questions, customer service support	10	10.00	10.00	10.00	10.00	10.00	10.00
Credentials, qualifications, experience, and financial stability of the firm, as well as the account manager and designated service team. Compliance with Contractual Terms and Conditions and overall quality and completeness of proposal response		10	10.00	10.00	9.00	10.00	10.00	8.00
Value Adds		5	5.00	5.00	5.00	5.00	5.00	5.00
Pricing Considerations: Cost/Rate Guarantee Length		40	34.00	33.00	35.00	37.00	40.00	40.00

TOTAL SCORE
(out of 85):

78.00

73.00

75.00

78.00

84.00

79.00

Rank:

3

6

5

3

1

2

We will add the scoring here once we have tallied all the scores from the interview process...

	Total Points Possible	Cigna	Meritain	Ameritas	Anthem	Delta Dental	Lucent Health
SCORE FROM ABOVE	85	78.00	73.00	75.00	78.00	84.00	79.00
Interview/Finalist Presentation	15	14.00	14.00	N/A	15.00	15.00	N/A

TOTAL SCORE
(out of 100):

92.00

87.00

75.00

93.00

99.00

79.00

Rank:

3

4

6

2

1

5

SUMMARY SCORING SHEET PROPOSALS/PRICING AND THEN INTERVIEW

CRITERIA		Total Possible Points	COMPANY NAME/RATING	
			Veracity RX / ProCare	ServeYou RX
Demonstrated understanding of the services and needs required by the County and provided solutions on how to address the following:				
	Flexibility -including but not limited to plan design, attendance at open enrollment meetings, customized packets/forms	10	10.00	9.00
	Working Relationship with TPA Finalist	10	10.00	8.00
	Ease Administrative Burden - including but not limited to eligibility verification, billing, claims questions, customer service support	10	10.00	10.00
Credentials, qualifications, experience, and financial stability of the firm, as well as the account manager and designated service team. Compliance with Contractual Terms and Conditions and overall quality and completeness of proposal response		10	10.00	10.00
Value Adds		5	5.00	5.00
Pricing Considerations: Cost/Rate Guarantee Length		40	38.00	36.00

TOTAL SCORE
(out of 85):

83.00

78.00

Rank:

1

2



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 406/2024

SUBJECT: Approve the award of RFQ/P #45-003 Medical Clinic Management for on-site medical clinic management services to Marathon Health, LLC of Indianapolis, IN. The estimated annual cost is \$1,779,016.00.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: DLJ

Recommendation:

Department recommends approving the award of RFQ/P #45-003 Medical Clinic Management services to Marathon Health, LLC.

Purpose of Request:

The purpose of this request is to seek approval of the RFQ/P #45-003 award for Medical Clinic Management for on-site medical clinic management services to Marathon Health, LLC of Indianapolis, IN. The estimated annual cost is \$1,779,016.

History:

The vendor selected in this RFP award will be a new partnership with Hall County.

Facts and Issues:

The contract for this RFP is forthcoming, as this agenda is to approve the RFP award for the selected vendor. All contracts will be reviewed according to the purchasing and legal process.

Options:

Funding Requested

\$ 1,779,016.00

Are funds within current budget?

Yes

Source of Funds

Group 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	Purchasing	Budget
LJ	LJ	AP	DA
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement

Bid Tabulation Summary

RFP 45-003 Clinic Management Cost Sheet

RFP -On-Site Clinic Management Services



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

AGENDA ITEM 406/2024

Funds Requested: \$ 1,779,016.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Group Insurance Fund

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	601-GROUP INSURANCE FUND	5172-HALL COUNTY CLINIC	521000- PROFESSIONAL SERVICES	\$889,508.00
2025	601-GROUP INSURANCE FUND	5172-HALL COUNTY CLINIC	521000- PROFESSIONAL SERVICES	\$889,508.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-6712

CLINIC MANAGEMENT ADMINISTRATION

RFQ/P #45-003	BID TABULATION SUMMARY				
Bidders	CareATC	Cigna/Evernorth	MARATHON HEALTH	Medici	Quad Med
Location	Tulsa, OK	Scottsdale, AZ	Winooski, VT	San Antonio, TX	Sussex, WI
Technical Scores	94	93	96	79	74
Cost	\$ 1,778,852.00	\$ 1,765,460.00	\$ 1,779,016.00	\$ 2,326,896.00	\$ 2,194,731.00

Total Bids mailed out:	12
Hall County Invitations:	1
Bids Received:	5
No Bids:	7

CLINIC MANAGEMENT ADMINISTRATION
RFP/P #45-003 (2024)

Administrative Cost by Carrier

Marathon Health (Clinic Management) - \$1,619,276 for the annual service fee, one time implementation fee of \$36,223 (does not include furniture) for a total of \$1,655,499/year. There will be variable pass-through cost for labs, expenses, etc., that are estimated as a part of the proposal to be approximate \$123,517 (variable costs).

Marathon Health	\$1,655,499.00 <u>\$123,517.00</u>
Total	\$1,779,016.00

Hall County, GA Investment Summary

May 2, 2024

Solution Overview:

Marathon Health is proposing a few models for Hall County's evaluation to provide employees, spouses, and dependents convenient access to healthcare. Based on the population size, occupational health scope, utilization data provided in the RFP, and our experience in the public sector, we recommend operating the health center at the base 48 hours per week; however, we are open to discussions with the County based on their current experiences to determine what solution is most fitting for your specific goals and objectives.

We have provided the following options for the County's evaluation:

- 48-hour model – Physician (MD) led: We understand the County may desire to maintain having a physician as a part of the health center staff. While the MD is only reflected in this 48-hour model, this can be replicated with additional hours of operations if desired. We have prepared an ROI analysis to reflect this staffing model – see attached ROI Analysis for MD-led model.
- 48-hour – 52.5-hour model – Nurse Practitioner (NP) led: Based on Georgia regulations and the partnership with your full onsite pharmacy, a nurse practitioner is able to practice with a collaborating physician oversight. We have this model in operation at many of our health centers across the county. The nurse practitioners that we hire are expected to practice to the top of his or her licensure and therefore can perform majority of the services a physician would provide. We have prepared an ROI analysis to reflect this staffing model – see attached ROI Analysis for NP-led model.
- 58.5-hour model – Nurse Practitioner (NP) led: This model mirrors the previous APP led model (listed above) accounting for additional hours of operation.

We look forward to the opportunity to collaborate with the Hall County team to build the most meaningful solution for both you and your members.

Solution Overview			
	48 Hour with Physician	48-52.5 Hour with Advanced Providers	58.5 Hour with Advanced Providers
Eligibility	Employees:1,388 Spouses:541 Dependents:1,097 Retirees:164 Total Eligibility:3,190	Employees:1,388 Spouses:541 Dependents:1,097 Retirees:164 Total Eligibility:3,190	Employees:1,388 Spouses:541 Dependents:1,097 Retirees:164 Total Eligibility:3,190
Hours	48 hours per week	48-52.5 hours per week	58.5 hours per week

Staffing Model			
	48 Hour with Physician	48-52.5 Hour with Nurse Practitioners	58.5 Hour with Nurse Practitioners
Staffing Included	1.0 FTE Physician 1.0 FTE Nurse Practitioner 1.0 FTE Health Coach 3.0 FTE Medical Assistant	2.0 FTE Nurse Practitioner 1.0 FTE Health Coach 3.0 FTE Medical Assistant Collaborating Physician	2.6 FTE Nurse Practitioner 1.0 FTE Health Coach 4.0 FTE Medical Assistant Collaborating Physician

Solution Investment Overview			
	48 Hour with Physician	48-52.5 Hour with Nurse Practitioners	58.5 Hour with Nurse Practitioners
One-time Implementation Fee	\$77,326	\$77,326	\$77,326
Year 1 Annual Service Fee	\$1,645,563	\$1,427,543	\$1,796,378

Pricing Assumptions

- The onsite health center pricing is based on 1,388 eligible employees and 3,190 total eligible members. Marathon Health reserves the right to revisit the pricing and staffing model if the eligible population exceeds 110%.
- Marathon Health reserves the right to revisit the staffing costs, as part of the total annual service fee, if the actual salaries of the hired staff exceed 10% or more of the assumed salaries included in the proposed pricing.
- Standard contract term: 3 years and includes a 5% annual fee increase each year.
- Externally processed labs and vaccines will be charged to the client monthly at our cost as incurred.
- Staffing model is based on 65% employee engagement assumptions for year one.
- The one-time Implementation fee includes the recruiting and training of new staff positions, initial medical supplies and equipment, eligibility file set-up, IT and site set-up, and Project Management travel.
- The above proposed pricing is valid for up to 180 days.

SCOPE OF SERVICES

Services Included in Monthly Fee



Updated Terms 7/2/2024:

#1: Contract Terms: Marathon Health accepts the 1-year contract terms with four 1-year renewal options totaling to a total a 5-year contract before a new contracting period begins. Marathon requests a 180-day notice period prior to the contract end date to be included. This allows for staff to find new employment following the end of the Marathon Health contract period.

#2: Unfilled Staffing: We'd like to propose inclusion of language regarding a potential payment based on unfilled staffing hours:

- 0-7 Unplanned Absences per provider: no penalty
- 7-10 Unplanned Absences per provider: \$500 per day unfilled
- More than 10 unplanned absence per provider: \$750 per day unfilled

Unplanned Absences are defined as each workday where notice was given within less than 24 hours and not able to be backfilled. Virtual care may be utilized for backfill for 1st day of absence, and such coverage shall not be considered an Unplanned Absence. In-person backfill may be utilized at any time, and such coverage shall not be considered an Unplanned Absence. This would be reviewed on an annual basis, as needed, and credited at the following years' first month payment.

#3: Annual Escalator: Marathon Health agrees to reduce the annual escalator to 4%.

#4: Additional Terms:

- Year One annual fixed fee to \$1,619,276 for MD-led model.
- Implementation fee has been reduced to \$36,223
- Annual fee includes all technology, patient portal, wellness portal, reporting capabilities, referral services, and more.
- The only additional fees outside of listed above:
 - Labs (as consumed) passed-through directly to Hall County
 - Any furniture needs will be audited during implementation, and we will work with the County on getting the necessary additions purchased based on what is removed from the prior vendor and/or the County has available. Any needed items will be a pass-through cost.

SUMMARY SCORING SHEET PROPOSALS/PRICING AND THEN INTERVIEW

CRITERIA		Total Possible Points	COMPANY NAME/RATING				
			CareATC	Cigna/Evernorth	Marathon Health	Medici	Quad Med
Demonstrated understanding of the services and needs required by the County and provided solutions on how to address the following:							
	Flexibility - including but not limited to appointment scheduling, attendance at open enrollment meetings, customized packets/forms	10	9.00	9.00	10.00	10.00	10.00
	Technology integration -including but not limited to integration with medical records and mobile app for EE use	10	9.00	10.00	9.00	9.00	10.00
	Ease Administrative Burden -including but not limited to eligibility verification, billing, claims questions, customer service support	10	10.00	9.00	10.00	10.00	10.00
Credentials, qualifications, experience, and financial stability of the firm, as well as the account manager and designated service team. Compliance with Contractual Terms and Conditions and overall quality and completeness of proposal response		10	10.00	10.00	10.00	10.00	10.00
Value Adds		5	5.00	4.00	5.00	5.00	4.00
Pricing Considerations: Cost/Rate Guarantee Length/Network Savings		40	38.00	40.00	38.00	35.00	30.00

TOTAL SCORE
(out of 85):

81.00

82.00

82.00

79.00

74.00

Rank:

3

1

1

4

5

We will add the scoring here once we have tallied all the scores from the interview process...

	Total Points Possible	CareATC	Cigna/Evernorth	Marathon Health	Medici	Quad Med
SCORE FROM ABOVE	85	81.00	82.00	82.00	79.00	74.00
Interview/Finalist Presentation/References	15	13.00	11.00	14.00	n/a	n/a

TOTAL SCORE
(out of 100):

94.00

93.00

96.00

79.00

74.00

Rank:

2

3

1

4

5



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 419/2024

SUBJECT: Approve the resolution to adopt, restate, and amend Hall County Retirement Benefits; authorization for Chairman or Vice Chairman to execute all related documents, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: DLJ

Recommendation:

Department recommends approval of the Resolution to adopt, restate, and amend Hall County Retirement Benefits.

Purpose of Request:

The purpose of this request is to seek approval of the Resolution to adopt, restate, and amend Hall County Retirement Benefits.
Authorization for the Chairman or Vice Chairman to approve all related documents.

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Budget	Finance
LJ	LJ	DA	TS

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Resolution



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

AGENDA ITEM 419/2024

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: DLJ

Phone: 770-531-6712

STATE OF GEORGIA

COUNTY OF HALL

A RESOLUTION TO ADOPT, RESTATE, AND AMEND CERTAIN

HALL COUNTY RETIREMENT BENEFITS

WHEREAS, The Board of Commissioners has a fiduciary duty to periodically review and revise its Ordinances, Rules and Regulations regarding retirement benefits; and

WHEREAS, such reviews are necessary in order to maintain compliance with updated federal requirement regarding retirement benefits; and

WHEREAS, after a thorough review of federal regulations, the Board of Commissioners deems it necessary to modify certain provisions regarding Hall County's retirement benefits; and

WHEREAS, the revisions set forth in this Resolution are in compliance with County's existing policies regarding benefits to County employees;

NOW, THEREFORE, the Board of Commissioners does hereby adopt, restate, and amend certain Hall County retirement benefits as follows.

1.

The Hall County 401(a) Money Purchase Plan is hereby readopted, amended, and restated as set forth in Exhibit "A" which is attached hereto and by this reference made a part hereof.

2.

The Hall County 457b Deferred Compensation Plan is hereby readopted and restated as set forth in Exhibit "B" which is attached hereto and by this reference made a part hereof.

3.

Hall County supplemental retirement benefits shall be paid to retired Hall County Superior Court Judges who have retired with 25 years or more of service as a Judge and/or taken Senior Status upon retirement as set forth in Exhibit "C" which is attached hereto and by this reference made a part hereof.

4.

Any and all provisions of Hall County's retirement benefits which are inconsistent with this Resolution are hereby repealed.

5.

The provisions of this Resolution shall become effective on July 1, 2024.

SO RESOLVED, this the _____ day of July, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Richard Higgins, Chairman

ATTEST:

Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

William J. Linkous, III, County Attorney

EXHIBIT A

HALL COUNTY MONEY PURCHASE PLAN

HALL COUNTY FORMAL RECORD OF ACTION

The following is a formal record of action taken by the governing body of Hall County (the "Employer").

With respect to the amendment of the Hall County Money Purchase Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended in the form attached hereto, which amendment is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Employer be, and they hereby are, authorized and directed to execute said amendment on behalf of the Employer;

RESOLVED FURTHER: That the officers of the Employer be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated this _____ day of _____, 2024.

Signature

Print Name

Title/Position

**HALL COUNTY MONEY PURCHASE PLAN
AMENDMENT**

WHEREAS, Hall County (the "Employer") maintains the Hall County Money Purchase Plan (the "Plan") for the benefit of certain of its employees; and

WHEREAS, Pursuant to Section 11.01 of the Plan, the Employer desires to amend the Plan;

NOW, THEREFORE, the Plan is hereby amended by substituting the following in the Adoption Agreement, effective as of July 1, 2024:

SECTION D. VESTING

Vesting Schedules

1. Pension

Pension Contribution Account Vesting Schedule:

- | | |
|---|--|
| a. <input type="checkbox"/> 100% | |
| b. <input type="checkbox"/> _____ year cliff | |
| c. <input checked="" type="checkbox"/> Other: _____ | |
| i. Other Pension Schedule -
less than 1 year: 0% | xii. Other Pension Schedule -
11 years but less than 12 years: 100% |
| ii. Other Pension Schedule -
1 years but less than 2 years: 0% | xiii. Other Pension Schedule -
12 years but less than 13 years: 100% |
| iii. Other Pension Schedule -
2 years but less than 3 years: 0% | xiv. Other Pension Schedule -
13 years but less than 14 years: 100% |
| iv. Other Pension Schedule -
3 years but less than 4 years: 50% | xv. Other Pension Schedule -
14 years but less than 15 years: 100% |
| v. Other Pension Schedule -
4 years but less than 5 years: 75% | xvi. Other Pension Schedule -
15 years but less than 16 years: 100% |
| vi. Other Pension Schedule -
5 years but less than 6 years: 100% | xvii. Other Pension Schedule -
16 years but less than 17 years: 100% |
| vii. Other Pension Schedule -
6 years but less than 7 years: 100% | xviii. Other Pension Schedule -
17 years but less than 18 years: 100% |
| viii. Other Pension Schedule -
7 years but less than 8 years: 100% | xix. Other Pension Schedule -
18 years but less than 19 years: 100% |
| ix. Other Pension Schedule -
8 years but less than 9 years: 100% | xx. Other Pension Schedule -
19 years but less than 20 years: 100% |
| x. Other Pension Schedule -
9 years but less than 10 years: 100% | xxi. Other Pension Schedule -
20 years: 100% |
| xi. Other Pension Schedule -
10 years but less than 11 years: 100% | |

NOTE: A cliff vesting schedule means no vesting is provided until the Participant meets the number of Years of Vesting Service provided in D.1b.

SECTION D. VESTING

NOTE: D.1b and D.1c may not be completed with a cliff vesting schedule of more than 15. However, if substantially all Participants are qualified public safety employees within the meaning of Code section 72(t)(10)(B), the limit is increased to 20.

NOTE: D.1c may provide for a graded vesting schedule of up to 5 to 20 years.

2. **Other Vesting Schedule**

☒ The Plan has two other vesting schedules:

Applies to contribution prior to 2015 and any elected official continue to use this schedule. Vesting is 0% until 4 years of service then 100%.

Applies to contributions from January 1, 2015 - June 30 2024 if the participant terminated employment prior to July 1, 2024. 0% until 5 years of service then 50% vested, 6 years of service is 75% vested and 7 years of service is 100% vested.

NOTE: The vesting schedule in D.2 is in addition to the vesting schedule in D.1.

NOTE: The other vesting schedule must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

Custom Language Addendum

State Employees

State Employees are not eligible to receive either a Match Contribution or a 401(a) Contribution.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this _____ day of _____, 2024.

HALL COUNTY:

Signature: _____

Print Name: _____

Title/Position: _____

EXHIBIT B

HALL COUNTY 457b DEFFERED COMPENSATION PLAN

**HALL COUNTY
FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of Hall County (the "Employer").

With respect to the amendment of the Hall County 457(b) Deferred Compensation Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended in the form attached hereto, which amendment is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Employer be, and they hereby are, authorized and directed to execute said amendment on behalf of the Employer;

RESOLVED FURTHER: That the officers of the Employer be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated this _____ day of _____, 2024.

HALL COUNTY 457(B) DEFERRED COMPENSATION PLAN

AMENDMENT

WHEREAS, Hall County (the "Employer") maintains the Hall County 457(b) Deferred Compensation Plan (the "Plan") for the benefit of certain of its employees; and

WHEREAS, Pursuant to Section 11.01 of the Plan, the Employer desires to amend the Plan;

NOW, THEREFORE, the Plan is hereby amended by substituting the following in the Adoption Agreement, effective as of July 1, 2024:

SECTION B. ELIGIBILITY

Eligible Employee

3. State Employees are eligible to participate in the plan. They are not eligible to receive either a Match Contribution or a 401(a) Contribution in the Hall County Money Purchase Plan.

BENEFICIARY ELECTION

Beneficiary elections for the Hall County 457(B) Deferred Compensation Plan will match the Hall County Money Purchase Plan Beneficiary plan elections. The provisions to add and remove beneficiaries also match the Beneficiary provisions in the Hall County Money Purchase Plan.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this _____ day of _____, 2024.

Hall County:

Signature: _____

Print Name: _____

Title/Position: _____

EXHIBIT C

Pursuant to Official Code of Georgia Annotated §§ 47-23-105 and 47-23-106, the supplemental retirement benefit paid to retired Hall County Superior Court Judges who have taken Senior Status upon retirement shall be \$24,085.62 annually. Each Hall County Superior Court Judge who retires with 25 years or more of service as a Hall County Judge (in any Hall County court of law) is eligible for the above referenced retirement benefit of \$24,085.62. Hall County Superior Court Judges who elect Senior Status shall be entitled to the same retirement benefit of \$24,085.62 upon taking Senior Status, commencing as described below, and the said benefit shall continue upon full retirement. This supplement to state retirement benefits shall be paid on the same schedule and in the same manner as state retirement benefits are paid to such Judges. This supplement shall commence, as to Senior Judges who retire subsequent to the effective date of this Resolution, 30 days following notice of such retirement to the Hall County Board of Commissioners. If State law relating to the pay of Superior Court Judges changes so as to reduce County supplements to Superior Court Judges, the retirement benefit of any qualifying Judge who retires or takes Senior Status under the new law(s) will be governed by a subsequent amendment to this Resolution which takes into account said State law changes.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 417/2024

SUBJECT: Approve the resolution regarding the compensation of the Hall County Planning Commission, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: DLJ

Recommendation:

Department recommends approval of the Resolution for the Hall County Planning Commission monthly compensation.

Purpose of Request:

Purpose of this request is to approve the Resolution for the Hall County Planning Commission monthly compensation. Authorization for the Chairman to approve all related documents.

History:

Facts and Issues:

The Hall County Planning Commission's compensation shall equate to \$1,000.00 per month, with the Planning Commission Chair being compensated at \$1,166.66 per month.

Options:

Funding Requested

\$ 66,743.00

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?

Approvals:

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

Submit	Approve	Budget	Finance
LJ	LJ	DA	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Financial Supplement

Resolution Hall County Planning Commission Compensation



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

AGENDA ITEM 417/2024

Funds Requested: \$ 66,743.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Development Services Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	511101-PART-TIME SALARIES	\$62,000.00
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	512200-FICA	\$4,743.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BG

Phone:

Ext. 2626

STATE OF GEORGIA
COUNTY OF HALL

A RESOLUTION SETTING THE COMPENSATION FOR
THE HALL COUNTY PLANNING COMMISSION

WHEREAS, pursuant to Chapter 2.60 of the Official Code of Hall County, Georgia, the Hall County Board of Commissioners shall reimburse and/or compensate members of the Hall County Planning Commission for their services at a rate and manner to be determined by the Board of Commissioners; and

WHEREAS, the Hall County Board of Commissioners have determined that an adjustment in the rate and manner of payment of such compensation to members of the Planning Commission is in the best interest of the citizens of Hall County insofar as an increase in the rate of pay will more fairly compensate the current members of the Planning Commission for the services they provide and will help attract highly qualified individuals to engage in public service;

NOW, THEREFORE, it is hereby resolved that members of the Planning Commission shall be compensated at the monthly rate of \$1,000.00 for the performance of their official duties, except for the Commission Chairman who shall receive \$1,166.66 per month. The total annual compensation amounts shall be payable in installments at the same time as other employees of Hall County are paid. Unless specifically authorized by the Board of Commissioners of Hall County, no member of the Planning Commission shall be compensated in excess of the rate set forth herein notwithstanding the number of meetings attended by such member during such month. In addition to the member's monthly compensation, a member of the Planning Commission may also specifically request reimbursement for reasonable expenses necessarily incurred in connection

with such member's duties. Determination as to whether such expenses are both reasonable and necessary shall be made in the sole discretion of the Hall County Board of Commissioners.

BE IT FURTHER RESOLVED that any Resolution previously adopted by the Hall County Board of Commissioners setting the compensation of members of the Planning Commission, which conflicts with or is contrary to the compensation and expense provisions set forth in this Resolution, is hereby repealed in its entirety.

SO RESOLVED, this the _____ day of July, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Richard Higgins, Chairman

By: _____
Kathy Cooper, Commissioner, District 1

By: _____
Billy Powell, Commissioner, District 2

By: _____
Gregg Poole, Commissioner, District 3

By: _____
Jeff Stowe, Commissioner, District 4

ATTEST:

By: _____ (SEAL)
Jennifer Rivera, County Commission Clerk

APPROVED AS TO FORM:

By: _____
William J. Linkous, III, County Attorney



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 418/2024

SUBJECT: Approve the resolution regarding the compensation of the Hall County Board of Tax Assessors, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: DLJ

Recommendation:

Department recommends approval of the Resolution for the Board of Tax Assessor compensation.

Purpose of Request:

The purpose of this request is to seek approval of the Resolution for the Board of Tax Assessor's compensation.

History:

Facts and Issues:

The Board of Tax Assessors shall be compensated at a monthly rate of \$592.95, with the Board of Tax Assessor's Chair being compensated at \$667.04 per month. The Board members shall also be compensated at a rate of \$100.00 per day for time spent attending required tax assessor board member training.

Options:

Funding Requested

\$ 39,255.74

Are funds within current budget?

Yes

Source of Funds

General

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

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
LJ	LJ	DA	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Financial Supplement

Resolution Board of Tax Assessor Compensation



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

AGENDA ITEM 418/2024

Funds Requested: \$ 39,255.74

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	1550-TAX ASSESSOR	511101-PART-TIME SALARIES	\$36,466.08
2025	100-GENERAL FUND	1550-TAX ASSESSOR	512200-FICA	\$2,789.66

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SW

Phone:

Ext. 6733

STATE OF GEORGIA
COUNTY OF HALL

A RESOLUTION SETTING THE COMPENSATION FOR
THE HALL COUNTY BOARD OF TAX ASSESSORS

WHEREAS, pursuant to O.C.G.A. § 48-5-294, the Board of Commissioners of Hall County, Georgia, as the governing authority of the County, is authorized to determine from time to time the compensation to be paid to members of the County Board of Tax Assessors; and

WHEREAS, payment of such compensation and other necessary expenses incurred from time to time by members of the Board of Tax Assessors are authorized to be paid from the County treasury in the same manner as other payments by the County are made;

NOW, THEREFORE, it is hereby resolved that members of the Board of Tax Assessors shall be compensated at the monthly rate of \$592.95 for the performance of their official duties, except for the Chairman who shall receive \$667.04 per month. The total annual compensation amounts shall be payable in installments at the same time as other employees of Hall County are paid. In addition, the Board of Tax Assessors shall be compensated at a rate of \$100 per day for time spent attending the required tax assessor board member training. Unless specifically authorized by the Board of Commissioners of Hall County, no member of the Board of Tax Assessors shall be compensated in excess of the rate set forth herein notwithstanding the number of meetings attended by such member during such month. In addition to the member's monthly compensation, a member of the Board of Tax Assessors may also specifically request reimbursement for reasonable expenses necessarily incurred in connection with such member's

duties. Determination as to whether such expenses are both reasonable and necessary shall be made in the sole discretion of the Hall County Board of Commissioners.

BE IT FURTHER RESOLVED that any Resolution previously adopted by the Hall County Board of Commissioners setting the compensation of the Board of Tax Assessors, which conflicts with or is contrary to the compensation and expense provisions set forth in this Resolution, is hereby repealed in its entirety.

SO RESOLVED, this the _____ day of July, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Richard Higgins, Chairman

By: _____
Kathy Cooper, Commissioner, District 1

By: _____
Billy Powell, Commissioner, District 2

By: _____
Gregg Poole, Commissioner, District 3

By: _____
Jeff Stowe, Commissioner, District 4

ATTEST:

By: _____ (SEAL)
Jennifer Rivera, County Commission Clerk

APPROVED AS TO FORM:

By: _____
William J. Linkous, III, County Attorney



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 393/2024

SUBJECT: Approve the award of ITB #019-45 White Sulphur Road Realignment for Public Works & Utilities to E.R. Snell Contractor, Inc. of Snellville, GA, in the amount of \$6,957,052.86, of which \$2,000,000.00 is EDA funded via a reimbursement EDA grant, No. 04-01-07651, contingent upon EDA concurring with the July 11th, 2024 Bid Opening.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: BN

Recommendation:

Approve.

Purpose of Request:

Approve the award of ITB #019-45 White Sulphur Road Realignment for Public Works & Utilities to E.R. Snell Contractor, Inc. of Snellville, GA, in the amount of \$6,957,052.86, of which \$2,000,000.00 is EDA funded via a reimbursement EDA grant, No. 04-01-07651, contingent upon EDA concurring with the July 11th, 2024 Bid Opening.

History:

Hall County was awarded an EDA grant for the project that provided \$2 Million funding. All right-of-way required for the project has been acquired.

Facts and Issues:

Federal regulations associated with the EDA funding awarded to the County requires that the project be awarded to lowest cost, responsible, and responsive bidder. The County cannot issue the actual award or notice to proceed until the EDA concurs with the award. The awarded bidder shall provide supervision, labor, equipment, and materials, necessary to perform the services of constructing the White Sulphur Road Realignment Project that includes roadway grading, paving, curb and gutter, and stormwater drainage improvements.

Options:

Funding Requested

Are funds within current budget?

Source of Funds

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

Has it been reviewed by the County Attorney?

Is there a deadline for this item?

\$ 6,957,052.86

Yes

EDA, GTIB, GPA and GDOT LMIG

Yes

Yes

2024-08-08

Approvals:

Buyer	Submit	Approve	Purchasing
AP	WS	JG	AP
Budget	Finance	Attorney	Administration
DA	TS	WLI	CR
Clerk			
JR			

- Attachments:
- Financial Supplement

Contract

Bid Tabulation Summary

Bid Opening Responses

Certified Bid Opening Minutes

Engineer's Recommendation from Volkert



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 393/2024

Funds Requested: \$ 6,957,052.86

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

EDA, GTIB, GPA and GDOT LMIG

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	350-CAPITAL PROJECTS FUND	4971-ENGINEERING	541400- INFRASTRUCTURE	\$1,000,000.00
2025	250-MULTIPLE GRANT FUND	4971-ENGINEERING	541400- INFRASTRUCTURE	\$2,000,000.00
2026	350-CAPITAL PROJECTS FUND	4971-ENGINEERING	541400- INFRASTRUCTURE	\$1,800,000.00
2026	250-MULTIPLE GRANT FUND	4971-ENGINEERING	541400- INFRASTRUCTURE	\$1,000,000.00
2026	221-STATE ROAD GRANT FUND	4971-ENGINEERING	541400- INFRASTRUCTURE	\$1,157,052.86

Budget Transfer Items:

Additional Information/Comments:

bnash@hallcounty.org

Contact for Questions: BN

Phone:

x2696



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: July 12, 2024

To: Richard Higgins, Chairman Hall County Board of Commission

From: Andy Penick

Your signature is requested to execute the attached Contract.

Bid/Contract No: # 019-45

Contract Name: White Sulphur Road Realignment Project

Department(s) Requesting Contract: Public Works

Award Recipient Name: E.R. Snell Contractor, Inc.

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

☐ Price Increase Requested Percentage Increase: N/A

☒ Project/Service Contract Previous Spend: N/A

☐ Product Contract Requested Amount:
\$6,957,052.86

Comments:

The ITB #019-45 was competitively bid with seven (7) bids received and E. R. Snell Contractor, Inc. being the lowest responsive and responsible bidder.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples

Revised July, 2024

www.hallcounty.org

CONTRACT EXECUTION SIGNATURE REQUEST

Bid/Contract No: # 019-45

Contract Name: White Sulphur Road Realignment Project Increase mainly due to the addition



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 019-45

For the provision of

White Sulphur Road Realignment Project

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

ARTICLE #101 - INTRODUCTION

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples

This Contract for White Sulphur Road Realignment Project (hereinafter "Services" or "Project") is made and as entered into as of _____ (Execution Date) and _____ (Notice-to-Proceed Date) is by-and-between Hall County, Georgia, Board of Commissioners, (hereinafter referred to as "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and E.R. Snell Contractor, Inc., located at 1785 Oak Rd, Snellville GA 30078 (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

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

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

Whereas, this contract will become legally binding and executed upon signature by both parties, and

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

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

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work** and according to plans developed by Volkert, Inc. principally located at 1720 Peachtree Street, Suite 405, Atlanta, GA 30309.
- B. Contractors shall provide supervision, labor, equipment, and materials, necessary to perform the services of constructing the White Sulphur Road Realignment Improvements Project. The Project is located in northern Hall County (County) beginning on the existing White Sulphur Road approximately 0.4 miles north of its intersection with Ramsey Road and continuing north on a new alignment approximately 0.74 miles and ending 450 ft east of the Blue Ridge Connector Inland Port (Port) Entrance.
- C. The proposed White Sulphur Road Realignment Project (herein "Project") includes shifting the roadway alignment to the east of the railroad and running northerly approximately 3,900 ft. with an urban cross-section, drainage collection pipe and open ditches, guard rail and lighting. A left turn lane will be provided at the tie-in on the south end of the project to provide a separate lane for traffic continuing northwest across the railroad tracks. The project involves modifications to the existing roadways converging at the north end of the project to account for elimination of the railroad crossing at the Port Entrance. On the west side of the railroad tracks this will involve realignment of the existing White Sulphur Road to connect into Cagle Road to continue in a northern direction west of the railroad and transitioning Big Oak Road into that alignment. The project also consists of constructing the beginning of the entrance to the Port and the tie in of that entrance to the Realignment.
- D. The plans have been prepared in accordance with the Hall County and Georgia Department of Transportation (GDOT) 2022 Construction Standards and Details Book and attached applicable revisions.
- E. Any revision contained within the plan set supersede the GDOT 2022 Construction Standard and Details.
- F. All Traffic control shall in accordance with Manual on Uniform Traffic Control Devices (MUTCD), current edition, and GDOT standards. A traffic control plan must be approved by the County Engineer prior to the beginning of work.

- G. All standard highway signs shall be fabricated and erected in accordance with details shown in the plans, the MUTCD, current edition, and the Georgia Specifications, Supplement Specifications, and / or provisions.
- H. All work shall be performed in a such manner as to permit traffic to operate with the least amount of inconvenience possible. All traffic control devices, signs, striping, and flaggers shall be furnished by the contractor. At least one lane of traffic will remain open at all times. Payment will be included in the lump sum price bid for traffic control.
- I. All Construction shall be in compliance with the Georgia State Soil and Water Conservation Committee's "Manual for Erosion and Sedimentation Control in Georgia".
- J. All sediment control features shall be maintained on a regular basis and shall be removed by the contractor upon acceptance of the project by the owner. The contractor shall adhere to the Call Before You Dig Law by calling the underground protection center before beginning construction.
- K. The contractor shall be responsible for all underground utilities and will coordinate work with utility companies.
- L. The contractor shall not award more than twenty-five percent (25%) of the work to sub-contractors on any project, without prior approval of the County Representative.
- M. The contractor shall be responsible for all work performed in support of this Contract including Sub-Contractor oversight. Sub-contractors shall perform no work unless pre-approved in writing by the County.
- N. Contractors must disclose any intended sub-contractors within the bid at the time of bid submissions. If the bidder intends to use a sub-contractor(s) to fulfill one entire segment of this contract, then the bidder should submit to the County professional references for the sub-contractor on jobs similar in size and scope. Once the County has awarded the contract, the contractor cannot change sub-contractors without seeking written pre-approval from the County. The County reserves the right to check all references and conduct background checks on any changes to sub-contractors or workers performing work under this contract. The contractor shall be wholly responsible for the quality of their sub-contractor's work. The contractor shall disclose the percentage of the work to be completed by each sub-contractor.
- O. County hereby agrees as good and valuable compensation as provided on Exhibit C – Mandatory Cost Proposal Worksheet.
- P. Contractor must adhere to Attachment 1 – Davis-Bacon Highway Construction Labor Rates and Attachment 2 – Davis-Bacon Heavy Construction Labor Rates during the course of this project. All documentation is subject to inspection to verify wage rates.
- Q. GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION: Department of Labor regulations set forth in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all Federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 CFR 60-4 from

contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR 60-4. The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: 6.9 percent.

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all Federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-4.6 as follows: 19.5%.

R. Federal Participation Disclosure – "This project (EDA Investment No. 04-01-07651) will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

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 Gomez, P.E.
Assistant Public Works Director
Hall County Community Development
and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
jorge.gomez@hallcounty.org
Ph: (770) 531-6800

COUNTY ISSUING OFFICER

Andy Penick
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

CONTRACTOR'S CONTACT INFO

Name: Tom Clower
Title: Vice President
Company: E.R. Snell Contractor Inc.
Address 1: 1785 Oak Rd
Address 2: Snellville, GA 30078
Email: notices@ersnell.com
Phone: 770-985-0600x130

REMIT-TO ADDRESS (if different).

E.R. Snell Contractor Inc.
P.O. Box 117566
Atlanta, GA 30368-7566

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

For construction, renovations and modernization projects, until substantial and final completion of Services according to agreed time-schedule of three-hundred, thirty-five (335) calendar days for substantial completion, and an additional sixty days (60) for final-completion, for a total of three-hundred ninety-five (395) total calendar days, and after all sub-contractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

- A. This Contract may only be modified, amended, or changed, 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.
- B. Contractor may submit Change Orders to the County's Project Manager for reviews Contractor must not initiate any Change Order WORK without first receiving a Written Change Order to the Original PO. Work performed outside of this provision may not be compensated.

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.

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, 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 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 PROVISIONS:

The County may terminate this Contract by providing a sixty (60) days written notice to the other party at any time. Should 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 the 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 one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor's 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 one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

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

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by 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. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report

within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

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

H. Liquidated Damages. In the event that the Contractor unreasonably delays completion of the project as per the term in Article 105, or who abandons the project before completion, the Contractor shall pay the County liquidated damages in the amount of one-thousand dollars and no/100 (\$1000.00) per calendar day past the 395-calendar day.

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, AGREEMENTS, RENEWALS AND EXTENSIONS:

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE # 118– INSURANCE REQUIREMENT:

Insurance Requirements. All sureties must be licensed to do business in the State of Georgia with a minimum rating of AM Best A-, financial size seven (7). The Contractor must maintain and warrant to Hall County Government ("County") 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 insurance certificate 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: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and 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 and as required for claims made policies.

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 on account of bodily injury, including death therefrom, and injury to 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 (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

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 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 Board of Commissioners; 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.

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

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

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

Additional Provisions:

- Uninsured 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 years after the completion of the work and/or contract.

Builders Risk: Required at Contractor's expense for construction projects under \$5,000,000 in value.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. Invoice/Payment.

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

C. Unsatisfactory Performance; Delay of Payment.

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

payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

- D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

(Required for construction, renovation and repair projects)

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 initial 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 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

(Required for construction, renovation and repair projects)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may

bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (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, 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:

- 1. First, any amendments to the Contract, including all Exhibits thereto.
- 2. Second, the Contract itself, including all Exhibits thereto.
- 3. Third, Attachments appended to the Contract.
- 4. Fourth, 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 IFB documents and the bidder's response, are herein-incorporated into this contract by reference.

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 – NOT A JOINT VENTURE.

The Department 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 #135 – ADDITIONAL TERMS

The Department 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(s) which

attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

ARTICLE # 136 – CONTRACT TERMS AND CONDITIONS

If any Terms and Conditions below conflict with the U.S. Department of Commerce Economic Development Administration Standard Terms and Conditions for Construction Projects, then the later will govern.

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

17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of goods shall pass to The County upon completion and final acceptance of the project delivery.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.

37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

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

Print Company's Full Legal Name Below:

E.R. Shells Contractor, Inc.

HALL COUNTY, GEORGIA

By: TWC
Print Name: Tom Clower
Title: Vice President

By: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____
Board of Commission Clerk

14 Day of July, 2024

Notary Public: Kelley Pollard

Notary commission expires: 5/5/28

[Loc. Sigilli – Seal or Stamp]



APPROVED AS TO FORM

Nathaniel R. Anderson
Nathaniel R. Anderson,
Senior Assistant County Attorney

MANDATORY EXHIBIT C

PRICE PROPOSAL COST WORKSHEET

ITB #019-45 EDA AWARD #04-01-07651

Per Addendum 6
713124

White Sulphur Road Realignment Project Input Unit and Extended Pricing Below

Company Name: E.R. Shull Contractor Inc.

Bidder's Name: Tom Clower

Bidder's Signature: [Signature]

Date: July 11, 2024

Cagle Road Improvements Project					
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	DOLLAR AMOUNT
150-1000	TRAFFIC CONTROL	LS	1	82200.00	82200.00
153-1300	FIELD ENGINEERS OFFICE, TYPE 3	EA	1	123000.00	123000.00
156-0100	GPS DATA COLLECTION & SUBMITTAL	LS	1	10300.00	10300.00
163-0232	TEMPORARY GRASSING	AC	5	610.00	3050.00
163-0240	MULCH	TN	220	55.50	12210.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	10	2450.00	24500.00
163-0310	CONSTRUCTION EXIT TIRE CLEANING STATION (PER DAY)	EA	2	2340.00	4680.00
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAMS, TYPE C SILT FENCE	LF	992	22.00	21824.00
163-0541	CONSTRUCT AND REMOVE ROCK FILTER DAM	EA	5	2620.00	13100.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	26	387.00	10062.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	9663	0.12	1159.56
165-0041	MAINTENANCE OF CHECK DAMS- ALL TYPES	LF	992	0.12	119.04
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	5	1120.00	5600.00
165-0105	MAINTENANCE INLET SEDIMENT TRAP	EA	26	172.00	4472.00
165-0110	MAINTENANCE OF THE ROCK FILTER DAM	EA	5	904.00	4520.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	2	1490.00	2980.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	2	351.00	702.00
167-1500	WATER QUALITY INSPECTIONS	MO	18	2260.00	40680.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	19327	8.65	167178.55
205-0210	Excavation – Rock	CY	9100	25.25	229775.00
210-0100	GRADING COMPLETE -	LS	1	2120100.00	2120100.00

310-1101	GR AGGR BASE CRS, INCH INCL MATL	TN	13943	43.50	606520.50
402-4506	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP II GP 2 ONLY, INC PO	TN	1190	145.00	172550.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM M	TN	1896	111.00	210456.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM M	TN	5687	105.00	592135.00
413-0750	TACK COAT	GL	307	3.35	1028.45
432-5010	MILL ASPHALT CONC PVMT, VARIABLE DEPTH	SY	243	25.25	6135.75
318-3000	AGGR SURF CRS	TN	42	142.00	5964.00
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	361	86.50	31226.50
441-0018	DRIVEWAY CONCRETE, 8 IN TK	SY	593	103.00	61079.00
441-0104	SHARED USE PATH, 6 IN	SY	4625	88.25	408156.25
441-0108	CONC SIDEWALK 8 IN	SY	50	176.00	8800.00
441-0204	PLAIN CONC DITCH PAVING 4 IN	SY	305	82.75	25238.75
441-0600	CONC HEADWALL	CY	5	3920.00	19600.00
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	8008	35.00	280280.00
500-3800	CLASS A CONCRETE, INCL REINF STEEL	CY	40	1740.00	69600.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	946	90.50	85613.00
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	553	107.00	59171.00
550-1300	STORM DRAIN PIPE, 30 IN, H 1-10	LF	88	130.00	11440.00
550-1728	STORM DRAIN PIPE, 72 IN, H 50-60	LF	682	757.00	516274.00
550-2999	PIPE ARCH, 22"x13.5"	LF	141	111.00	15651.00
550-4218	FLARED END SECTION 18 IN STORM DRAIN	LF	13	1170.00	15210.00
550-4224	FLARED END SECTION 24 IN STORM DRAIN	EA	1	1450.00	1450.00
550-4230	FLARED END SECTION 30 IN STORM DRAIN	EA	2	1520.00	3040.00
603-2036	STN DUMPED RIP RAP, TP 1, 36 IN	SY	221	166.00	36686.00
603-7000	PLASTIC FILTER FABRIC	SY	221	5.45	1204.45
610-9999	Removal of Miscellaneous Items – Building Structures	EA	2	30500.00	61000.00
611-8050	ADJUST MANHOLE TO GRADE	EA	6	3910.00	23460.00
632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE TP 3	EA	2	9660.00	19320.00
634-1200	RIGHT OF WAY MARKERS	EA	31	181.00	5611.00
635-1000	BARRICADES	LF	48	249.00	11952.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	72	25.50	1836.00
636-2070	GALV STEEL POSTS, TP 7	LF	126	9.40	1184.40
641-1200	GUARDRAIL, TP W	LF	2750	30.00	82500.00
641-5001	GUARDRAIL, TP 1	EA	11	2110.00	23210.00
641-5015	GUARDRAIL, TP 12A	EA	5	3550.00	17750.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	470	4.35	2044.50
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	5	172.00	860.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	11626	0.72	8370.72

653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	10882	0.72	7835.04
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	195	6.65	1296.75
653-1706	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, YELLOW	LF	528	6.65	3511.20
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	290	3.15	913.50
653-3501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, SKIP	GLF	101	0.55	55.55
654-1001	RAISED PVMT MARKER TP 1	EA	249	6.65	1655.85
654-1003	RAISED PVMT MARKER TP 3	EA	4	6.65	26.60
668-1100	CATCH BASIN, GP 1	EA	26	7820.00	203320.00
668-4300	STORM SEWER MANHOLE, TP 1	EA	4	4970.00	19880.00
668-4311	STORM SEWER MANHOLE, ADD DEPTH CL 1	LF	3	627.00	1881.00
668-6000	SPRING BOX	EA	1	1940.00	1940.00
700-6910	PERMANENT GRASSING	AC	1	2270.00	2220.00
700-7000	AGRICULTURAL LIME (perm grass)	TN	19	99.75	1895.25
700-8000	FERTILIZER MIXED GRADE (grass)	TN	6	3330.00	19980.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	210	2.20	462.00
700-9300	SOD	SY	20303	11.75	238560.25
711-0300	TURF REINFORCING MATTING, TP 3	SY	753	9.40	7078.20
716-2000	EROSION CONTROL MATS, SLOPES	SY	36769	1.25	45961.25
P-101-501-01	PAVEMENT REMOVAL PER LINEAR FOOT	LF	160	48.50	7760.00

SUM TOTAL

6,957,052.86

TW

IFB # 019-45 Bid Tabulation Summary	White Sulphur Road Realignment Project						7/12/2024
Bidders	E.R. Snell Contractor, Inc.	Simpson Trucking & Grading, Inc.	CMES, Inc.	G. P. Enterprises	Baldwin Paving Co, Inc.	Summit Construction	C.W. Matthews Contracting Co, Inc.
Location	Snellville, GA	Gainesville, GA	Norcross, GA	Auburn, GA	Marietta, GA	Stone Mountain, GA	Marietta, GA
Bids	\$6,957,052.86	\$7,297,938.00	\$8,019,901.49	\$9,458,186.40	\$9,528,272.95	\$9,775,000.00	\$10,470,260.69

RECOMMENDED: E.R. Snell Contractor, Inc.

LOWEST BID AMOUNT: \$6,957,052.86

BIDS MAILED: 13 HALL: 1

BIDS RECEIVED: 7 HALL: 1

NO BIDS: 6 HALL: 0

COMPETITIVE BID TABULATION

PAGE 1 of 3

PURCHASING DEPARTMENT

White Sulphur Road
Realignment Bid NameDATE 7-11-2024BID # 019-45

SUPPLIER	#1 <u>C.W. Matthews Contracting Co Inc</u>	#2 <u>Summit Construction</u>	#3 <u>G.P. Enterprises Inc</u>
PHONE	()	()	()
QUOTER	<u>Michael Kleuckling</u>	<u>Ruben Duran</u>	<u>George Flanigan</u>
TERMS	<u>Marietta GA</u>	<u>Stone Mtn GA</u>	<u>Auburn, GA</u>
DELIVERY			
FREIGHT COST	<u>\$10,470,260.⁶⁹</u>	<u>\$9,775,000.⁰⁰</u>	<u>\$9,458,186.⁴⁰</u>

ITEM	QTY.		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
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BUDGETED AMOUNT

TOTAL AWARD

BIDS MAILED (H)

BIDS RECEIVED

GRAND TOTAL

AWARD TOTAL

ITEMS
AWARDED

P.O. NUMBER

GRAND TOTAL

AWARD TOTAL

ITEMS
AWARDED

P.O. NUMBER

GRAND TOTAL

AWARD TOTAL

ITEMS
AWARDED

P.O. NUMBER

REMARK

Cheryl Wright
SIGNATURE

COMPETITIVE BID TABULATION

PAGE 2 of 3

PURCHASING DEPARTMENT

White Sulphur Road
AlignmentDATE 7-11-2024BID # 019-45CMES

SUPPLIER	#1 <u>Simpson Trucking + Grading, Inc</u>	#2 <u>Baldwin Paving Co, Inc</u>	#3 <u>CMES- Inc.</u>
PHONE	()	()	()
QUOTER	<u>David Hammond</u>	<u>Chris Greenway</u>	<u>Ramesh Suhagia</u>
TERMS	<u>Gainesville GA</u>	<u>Marietta GA</u>	<u>Norcross GA</u>
DELIVERY			<u>\$8,019,901.49</u>
FREIGHT COST	<u>\$7,297,938.00</u>	<u>\$9,528,272.95</u>	<u>\$8,019,104</u>

ITEM	QTY.		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
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BUDGETED AMOUNT

TOTAL AWARD

BIDS MAILED _____ (H) _____

BIDS RECEIVED

GRAND TOTAL

AWARD TOTAL

ITEMS
AWARDED

P.O. NUMBER

GRAND TOTAL

AWARD TOTAL

ITEMS
AWARDED

P.O. NUMBER

GRAND TOTAL

AWARD TOTAL

ITEMS
AWARDED

P.O. NUMBER

REMARK _____

Cheryl Wright

SIGNATURE

COMPETITIVE BID TABULATION

PAGE 3 of 3

PURCHASING DEPARTMENT

White Sulphur Road
Alignment ^{Bid Name}

DATE 7-11-2024

BID # 019-45

SUPPLIER	#1 E.R. Snell	#2	#3
	Contractor Inc		
PHONE	()	()	()
QUOTER	Tom Clomer		
TERMS	Snellville, GA		
DELIVERY			
FREIGHT COST	\$6,957,052.86		

ITEM	QTY.		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
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BUDGETED AMOUNT	GRAND TOTAL	GRAND TOTAL	GRAND TOTAL
TOTAL AWARD	AWARD TOTAL	AWARD TOTAL	AWARD TOTAL
BIDS MAILED (H)	ITEMS AWARDED	ITEMS AWARDED	ITEMS AWARDED
BIDS RECEIVED	P.O. NUMBER	P.O. NUMBER	P.O. NUMBER

REMARK

396-00-203
Cheryl Wright
SIGNATURE



White Sulphur Road Realignment Bid Opening Minutes

Meeting Date: July 11, 2024

Issue Date: July 11, 2024

Time: 2:00PM

Project No.: EDA Award # 04-01-07651
Contract #ITB 019-45

Attendees: (see table below)

Location: Hall County Government 4th floor
Training room

Project: White Sulphur Road Realignment

Subject: White Sulphur Road Bid Opening.

Present:

Bill Nash, HCCDI	Bill King, HCCDI	Taylor Samples, HCCDI
Andrew Youngblood, HC Finance	Andy Penick, HC Finance	Summer Green, HC Finance
Julie Dorough, HC Finance	Cheryl Wright, HC Finance	Sam Phillips, RAI
Scott Hinchman, RAI		

Distribution:

All Attendees	Jorge Gomez, HCCDI	
---------------	--------------------	--

Submitted by: Sam Phillips

I. Opening statements and Bid Openings facilitated by Andy Penick.

- Bid #1 C.W. Matthews Contracting Co., Inc. Marietta, GA.
 - Bid submitted by Michael Kleucking
 - Bid amount \$10,470,260.69
- Bid #2 Summit Construction & Development LLC, Stone Mountain, GA.
 - Submitted by Ruben Duran
 - Bid amount \$ 9,775,000.00
- Bid #3 G.P. Enterprises, Inc. Auburn, GA.
 - Submitted by George Flanigan
 - Bid amount \$ 9,458,186.40
- Bid #4 Simpson Trucking & Grading, Inc. Gainesville, GA.
 - Submitted by Greg Simpson
 - Bid Amount \$ 7,297,938.00
- Bid #5 Baldwin Paving Co, Inc. Marietta, GA.
 - Submitted by Chris Greenway
 - Bid amount \$ 9,528,272.95
- Bid #6 CMES, Inc, Norcross, GA.
 - Submitted by Ramesh Suhagia
 - Bid amount \$ 8,019,901.49
- Bid #7 E.R. Snell Contracting for, Inc. Snellville, GA.
 - Submitted by Tom Clomer
 - Bid amount \$ 6,957,052.82





- II. Apparent Low bid was E.R. Snell in the amount of \$ 6,957,052.82 pending a bid document review.

The preceding summation is our interpretation of the subject matter discussed at the referenced meeting. The intent of this meeting memorandum is to address only a summary of the pertinent items discussed and not necessarily all discussions. Any persons desiring to make changes to the above information are requested to submit their comments in writing to the person listed as having submitted the minutes within 24 hours. Otherwise, the minutes will stand as written.

Samuel Phillips

Due Diligence and Entitlement Project Manager

Rochester | DCCM

sphillips@rochester-assoc.com

END OF MINUTES

W:\COMMERCIAL\Sam Commercial\Hall County\White Sulphur Realignment\EDA Documents\Bid Docs\WSR Bid Opening.docx



July 15, 2024

Hall County Government
2875 Brown Bridge Rd
Gainesville, GA 30504

Re: White Sulphur Rd Realignment
Recommendation for Award

Dear Hall County Department of Public Works,

The low bidder, E.R. Snell Contractor, Inc. accounted for everything in their bid package and is recommended for the award.

Sincerely,
Abbas Eshagieh-Meybodi, P.E.



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 399/2024

SUBJECT: Approve the Utility Relocation Agreement between Hall County and Georgia Power Company regarding the relocation of utility poles on Cagle Road, subject to review and approval by the County Attorney. The estimated cost is \$275,034.00.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: BN

Recommendation:
Approve

Purpose of Request:

Approve the Utility Relocation Agreement between Hall County and Georgia Power Company regarding the relocation of utility poles on Cagle Road, subject to review and approval by the County Attorney.

History:

During the design of the project, right-of-way needs and utilities that need to be relocated were identified.

Facts and Issues:

The Cagle Road Improvements project will be paving and bringing the corridor up to Hall County standards. The needed right-of-way has been acquired and utilities will need to be relocated in order to meet the required standard for right-of-way width, pavement width, sight distance, and curve radii.

Options:

Funding Requested

\$ 275,034.00

Are funds within current budget?

Yes

Source of Funds

SPLOST VIII

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

Yes

Has it been reviewed by the County Attorney?

No

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
JG	JG	DA	TS
Attorney	Administration	Clerk	
WLI	CR	JR	

Attachments:

Financial Supplement
Georgia Power Exhibit Plans
Relocation Agreement
Cover Letter



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

AGENDA ITEM 399/2024

Funds Requested: \$ 275,034.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

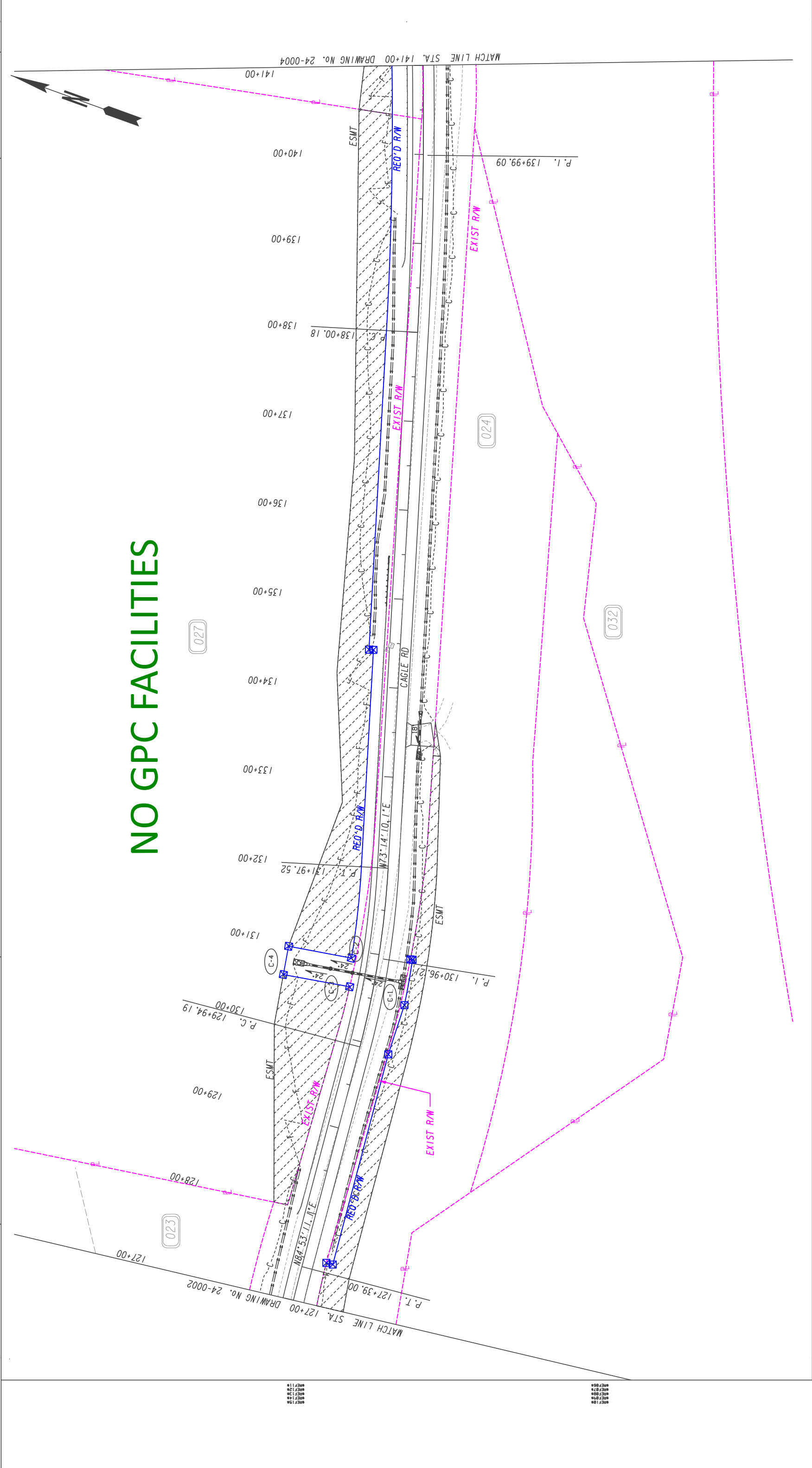
Fiscal Year	Fund	Division	Account	Amount
2025	324-SPLOST VIII	4971-ENGINEERING	541400- INFRASTRUCTURE	\$275,034.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:



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

-----E-----

---C---F---

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)

REVISION DATES

UTILITY PLANS

CAGLE ROAD

CHECKED: DATE:

024

BACKCHECKED: DATE:

032

VERIFIED: DATE:

027

SCALE IN FEET

0

50

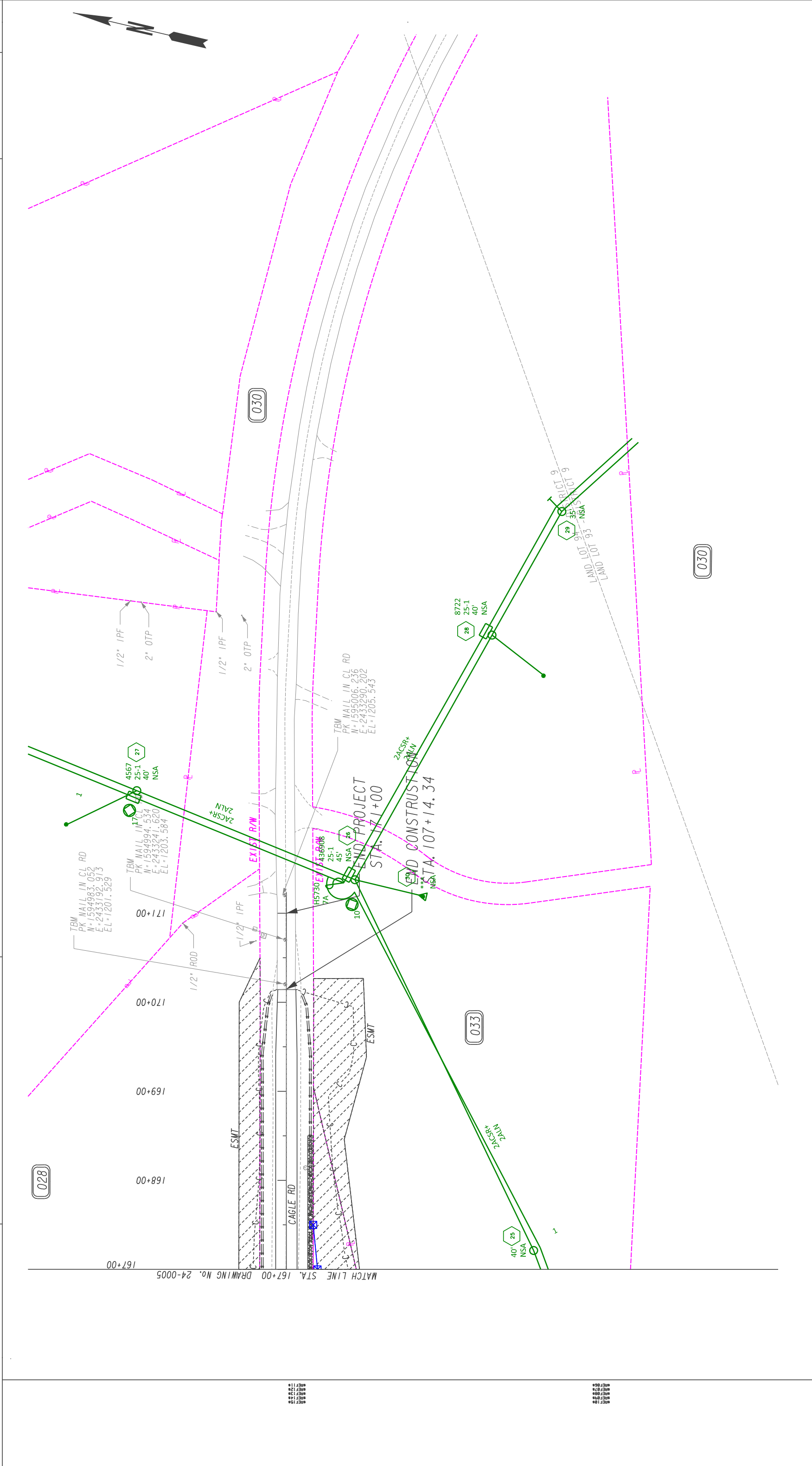
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200

DRAWING No.

24-0003

07/23/2025



PROPERTY AND EXISTING R/W LINE		BEGIN LIMIT OF ACCESS.....BLA		UTILITY PLANS	
REQUIRED R/W LINE		END LIMIT OF ACCESS.....ELA		CAGLE ROAD	
CONSTRUCTION LIMITS		REQ'D LIMIT OF ACCESS		REVISION DATES	
EASEMENT FOR CONSTR		REQ'D LIMIT OF ACCESS & R/W		CHECKED: _____	
& MAINTENANCE OF SLOPES		ORANGE BARRIER FENCE		DATE: _____	
EASEMENT FOR CONSTR OF SLOPES		ESA - ENV. SENSITIVE AREA		DATE: _____	
EASEMENT FOR CONSTR OF DRIVES		(SEE ERIT TABLE)		DATE: _____	
				DRAWING No.	
				24-0006	

UTILITY RELOCATION AGREEMENT

PROJECT NAME: **Cagle Road Pole Relocations**

PROJECT NUMBER: **L13028**

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."

WITNESSETH:

WHEREAS, the County proposes under the above written Project to construct Cagle Road Pole Relocations (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 TWO HUNDRED SEVENTY-FIVE THOUSAND, THIRTY-FOUR Dollars (\$275,034.00). 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 TWO HUNDRED SEVENTY-FIVE THOUSAND, THIRTY-FOUR Dollars (\$275,034.00), 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) TWO HUNDRED SEVENTY-FIVE THOUSAND, THIRTY-FOUR Dollars (\$275,034.00), 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 July 2, 2025, 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 by July 2, 2025, 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)

Approved as to Form by:

County Attorney

Recorded on the Minutes of the County Commission at Minute Book____, Page_____.

ATTEST:

GEORGIA POWER COMPANY

By: _____

By: _____

Title: _____

Title: Centralized Engineering Svcs Manager

Witness: _____

Date: _____

Notary: _____

(SEAL)

[Give proper title of each person executing Agreement. Attach seal as required.]

Please sign the agreement and send the electronic copy to the email address below:

Monica R. Kimber (mrkimber@southernco.com)

After agreements have 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: Ayannes Stodghill)

Please reference invoice and or PI# number on check.

DOT Prior Rights Research PI# L-13082
Cagle Road Relocation
Hall County

Prior rights research for the above project is complete. A thorough search has been performed in the Georgia Power Company LIMS GIS database, on the Hall County Tax Assessors website and on GSCCCA.org website by Land Lot and Land District, property owners and address. The project is located in Land Lots 98 and 99 of the 9th Land District of Hall County, Georgia. Road involved is Cagle Road, an Unimproved Gravel/ Dirt Road.

Distribution Base Maps: 0585-1500 and 05851502

Transmission:

No Transmission Lines, Structures or Facilities are affected.

Distribution:

Due to the fact that Cagle Road is an Unimproved Gravel/Dirt Road, all the locations affected by this project are located Off of County Road Right of Way and are therefore reimbursable to Georgia Power Company.

We found no evidence that the County owned any right of way, prior to the placement of the distribution lines and facilities in area. Evidence of the County's right of way would need to be provided if the County will be claiming prior rights.

EXHIBIT "A"
Hall County
Cagle Road Pole Relocations
PI# L-13028
May 28, 2024

Work Loc #	Reimb	Non- Reimb	Comments
Sheet 24-0001			
6	X		Off County Road Right of Way/See Summary
7	X		Off County Road Right of Way/See Summary
8	X		Off County Road Right of Way/See Summary
9	X		Off County Road Right of Way/See Summary
10	X		Off County Road Right of Way/See Summary
11	X		Off County Road Right of Way/See Summary
12	X		Off County Road Right of Way/See Summary
13	X		Off County Rod Right of Way/See Summary
Sheet 24-0002			
19	X		Off County Road Right of Way/See Summary
20	X		Off County Road Right of Way/See Summary
21	X		Off County Road Right of Way/See Summary



July 2, 2024

Hall County
Bill Nash, Director of Public Works and Utilities
Community Development and Infrastructure
Hall County Government Center, 3rd Floor
2875 Browns Bridge Road
Gainesville, GA 30504

RE: **PI# L13028**
Cagle Road Pole Relocations

Mr. Nash,

Attached is the Relocation Agreement between Georgia Power Company and Hall County for the above referenced project.

Please sign and return to the email address below:

mrkimber@southernco.com

After it has been executed by Georgia Power Company, we will mail 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 Kris Stephens at (706) 340-6457.

Sincerely,

A handwritten signature in blue ink, appearing to read "MRK", with a horizontal line extending to the right.

Monica R. Kimber
mrkimber@southernco.com

Attachments



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 389/2024

SUBJECT: Approve the award of IFB #027-45 Sheriff Uniform Supply Annual Contract for Sheriff's Office to Strongpoint, LLC of Gainesville GA, Uniforms Unlimited of Athens, GA, Public Safety Uniform & Supply of GA of Bogart, GA, and Dana Safety Supply, Inc. of Sugar Hill, GA. The estimated annual cost is \$205,000.00.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: MF
Recommendation:
Approve.

Purpose of Request:

Approve the Award of IFB #027-45 Sheriff Uniform Supply Annual Contract for Sheriff's Office to Strongpoint, LLC of Gainesville GA, Uniforms Unlimited of Athens, GA, Public Safety Uniform & Supply of GA of Bogart GA, and Dana Safety Supply, Inc. of Sugar Hill, GA. The estimated annual cost is \$205,000.00.

History:

In previous years, the Sheriff's Department has used the same Uniform Annual Contract that several other County Departments utilize. The Sheriff's Department made the request to have their own uniform contract as their needs were not being met through the other contract.

Facts and Issues:

This is year one (1) of a potential five (5) year contract. The department has requested this contract be awarded to the four (4) vendors listed below to provide better availability of items and pricing with a pool of vendors from which to choose. Strongpoint, Dana Safety, and Uniforms Unlimited have provided uniforms to the County on other contracts and are all in good standing with the County. Public T Safety Uniform & Supply, Inc. supplies the Blauer line which provides the majority of the uniform items worn by the Sheriff's Department. Their pricing is much less than the previous provider.

Options:

Funding Requested	\$ 205,000.00
Are funds within current budget?	Yes
Source of Funds	General
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
JD	SC	SC	AP
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
 Bid Tabulation Summary
 Contracts - Sheriff Uniform Supply



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

AGENDA ITEM 389/2024

Funds Requested: \$ 205,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	3310- SHERIFF&€OPERATIONS	531700-UNIFORMS	\$205,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JM

Phone: 678-618-1235

IFB #017-45 SHERIFF UNIFORM SUPPLY ANNUAL CONTRACT BID TABULATION		Uniforms Unlimited Athens, GA	Entermann- Rovin Co. Commerce, CA	Strongpoint, LLC Gainesville, GA	Public Safety Uniform & Supply of GA Bogart, GA	Dana Safety Supply, Inc. Sugar Hill, GA	T & T Unifroms, Inc. Austell, GA
Item #	Description	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Badges and Bars							
1	1ST LIEUTENANT. BADGE Blackington, GOLD	\$ 82.50	\$ 89.00	\$ 66.25	\$ 81.66	\$ 70.13	\$ 100.00
2	BADGE-SHERIFF Blackington B682, GOLD	\$ 76.50	\$ 89.00	\$ 66.25	\$ 81.66	\$ 70.13	\$ 100.00
3	BADGE-ASSIST. COMMANDER Blackington B682, GOLD	\$ 76.50	\$ 89.00	\$ 66.25	\$ 81.66	\$ 70.13	\$ 100.00
4	BADGE-MAJOR Blackington B682, GOLD	\$ 76.50	\$ 89.00	\$ 66.25	\$ 81.66	\$ 70.13	\$ 100.00
5	BADGE-CAPTAIN Blackington B682, GOLD	\$ 76.50	\$ 89.00	\$ 66.25	\$ 81.66	\$ 70.13	\$ 100.00
6	BADGE-LIEUTENANT Blackington B682, GOLD	\$ 76.50	\$ 89.00	\$ 66.25	\$ 81.66	\$ 70.13	\$ 100.00
7	BADGE-SGT Blackington B682, GOLD	\$ 76.50	\$ 89.00	\$ 66.25	\$ 81.66	\$ 70.13	\$ 100.00
8	BADGE-INVESTIGATOR Blackington B682, GOLD	\$ 76.50	\$ 89.00	\$ 66.25	\$ 81.66	\$ 70.13	\$ 100.00
9	BADGE-DEPUTY Blackington B682, GOLD	\$ 76.50	\$ 89.00	\$ 66.25	\$ 81.66	\$ 70.13	\$ 100.00
10	BADGE GUNMETAL JAILER Blackington, Black	\$ 59.00	\$ 89.00	\$ 66.25	\$ 79.00	\$ 56.36	\$ 81.50
11	NAME PLATE Blackington, GOLD	\$ 15.00	\$ 22.00	\$ 13.00	\$ 14.08	\$ 12.57	\$ 20.00
12	NAME PLATE Blackington, SILVER	\$ 15.00	\$ 24.00	\$ 13.00	\$ 14.08	\$ 12.57	\$ 20.00
13	COLLAR BRASS-SO GOLD, Symbo Arts, S.O., GOLD	\$ 5.00	\$ 26.00		\$ 21.00	\$ 16.81	\$ 25.00
14	COLLAR BRASS-HC SILVER Symbo Arts, H.C., SILVER	\$ 6.00	\$ 24.00		\$ 21.00	\$ 18.21	\$ 25.00
15	COLLAR BRASS-HC GOLDSymbol Arts, H.C., GOLD	\$ 6.00	\$ 26.00		\$ 21.00	\$ 16.81	\$ 25.00
16	COLLAR BRASS-SO SILVER Symbol Arts, S.O., SILVER	\$ 5.00	\$ 29.00		\$ 21.00	\$ 18.21	\$ 25.00
17	HAT BADGE-GOLD Blackington, B862, GOLD	\$ 83.00	\$ 89.00	\$ 50.75	\$ 94.50	\$ 76.28	\$ 115.00
18	HAT BADGE-SILVER, Blackington, Hat Silver, SILVER	\$ 104.00	\$ 95.00		\$ 87.99	\$ 70.91	\$ 97.00
19	HAT COVER, Flying Cross, COVER, Black	\$ 9.00	NO BID	\$ 8.00	NO BID	NO BID	\$ 25.00
Clothing - No exceptions where noted							
20	CLASS A PANTS -MEN'S FLYING CROSS, BLACK POLYESTER 3900-10						
	List prices for sizes: 28-40	\$ 41.50					\$ 50.00
	List prices for oversizes: 42-52	\$ 49.50					\$ 60.00
21	CLASS A PANTS -WOMEN'S FLYING CROSS, BLACK POLYESTER 3900W-10						
	List prices for sizes: 2-20	\$ 41.50					\$ 50.00
	List prices for oversizes: 22-24	\$ 49.50					\$ 60.00

Item #	Description		CA	GA	Douart, GA		
		PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
22	CLASS A SHIRT - MEN'S L/S, FLYING CROSS, SILVER TAN 33W78Z-04						
	List prices for sizes: 14 - 20	\$ 57.00					\$ 56.00
	List prices for oversizes: 20-22	\$ 69.00					\$ 67.00
23	CLASS A SHIRT - WOMEN'S L/S, FLYING CROSS, SILVER TAN 126R78Z-04						
	List prices for sizes: 30 - 48	\$ 57.00					\$ 56.00
	List prices for oversizes:	\$ 69.00					\$ 67.00
24	CLASS A SHIRT - MEN'S S/S, FLYING CROSS, Silver Tan 85R78Z-04						
	List prices for sizes: 14 -21	\$ 48.50					\$ 50.00
	List prices for oversizes:	\$ 59.00					\$ 60.00
25	CLASS A SHIRT - WOMEN'S S/S, FLYING CROSS, Silver Tan 176R78Z-04						
	List prices for sizes: 30-48	\$ 48.50					\$ 50.00
	List prices for oversizes:	\$ 59.00					\$ 60.00
26	Ties						
26a	CLASS A TIE-20" LENGTH Samuel Broome, Black	\$ 7.00			\$ 4.99		\$ 7.00
26b	CLASS A TIE-22" LENGTH Samuel Broome, Black	\$ 7.00			\$ 5.99		\$ 7.00
26c	CLASS A TIE - SIZE 14.5 Samuel Broome, Black	\$ 6.00			\$ 4.99		\$ 7.00
27	CLASS B SHIRT MEN'S L/S, 5.11 PDU TWILL, SILVER TAN 72546						
	List prices for sizes: S - XL	\$ 64.50		\$ 70.00		\$ 46.04	\$ 78.00
	List prices for oversizes: 2XL - 4XL	\$ 74.50		\$ 70.00		\$ 53.04	\$ 94.60
28	CLASS B SHIRT WOMEN'S L/S, 5.11 PDU TWILL, SILVER TAN 62086-752						
	List prices for sizes: S - XL	\$ 64.50		\$ 70.00		\$ 62.74	
	List prices for oversizes:	\$ 74.50		\$ 70.00		\$ 77.01	\$ 78.00
							\$ 2 94.60

Item #	Description		CA	GA	Dugart, GA		
		PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
29	CLASS B MEN'S PANTS, 5.11, STRYKE PDU, BLACK 74545-019						
	List prices for sizes: 30 - 40	\$ 69.00		\$ 70.00		\$ 58.16	\$ 78.00
	List prices for oversizes: 42 - 58	\$ 79.00		\$ 75.00		\$ 58.16	\$ 94.60
30	CLASS B WOMEN'S PANTS, 5.11, STRYKE PDU, BLACK 64472-014						
	List prices for sizes: 2 - 14	\$ 69.00		\$ 70.00		\$ 58.16	\$ 83.50
	List prices for oversizes: 16-20	\$ 79.00		\$ 75.00		\$ 58.16	\$ 100.00
31	5.11 CLASS B MEN'S SHORT SLEEVE FULL SHIRT, PDU Twill, SILVER TAN 71177						
	List prices for sizes: S - XL	\$ 50.50				\$ 46.04	\$ 61.00
	List prices for oversizes: 2XL - 4XL	\$ 57.50				\$ 56.04	\$ 73.00
32	5.11 CLASS B MEN'S HYBRID PDU L/S, RAPID PDU, SILVER TAN 72197						
	List prices for sizes: S - XL	\$ 57.50		\$ 60.00		\$ 53.04	\$ 70.00
	List prices for sizes: S Short - XL Short	\$ 57.50		\$ 60.00		\$ 53.04	\$ 70.00
	List prices for sizes: S Tall - XL Tall	\$ 57.50		\$ 60.00		\$ 53.04	\$ 70.00
	List prices for oversizes: 2XL Tall - 6XL Tall	\$ 66.00		\$ 70.00		\$ 60.86	\$ 84.00
33	5.11 CLASS B MEN'S HYBRID PDU S/S, RAPID PDU, SILVER TAN 71332						
	List prices for sizes: S - XL	\$ 64.50		\$ 56.00		\$ 49.54	\$ 66.00
	List prices for sizes: S Short - XL Short	\$ 54.50		\$ 56.00		\$ 49.54	\$ 66.00
	List prices for sizes: S Tall - XL Tall	\$ 54.50		\$ 56.00		\$ 59.54	\$ 66.00
	List prices for oversizes: 2XL Tall - 6XL Tall	\$ 60.00		\$ 66.00		\$ 57.36	\$ 79.00
34	5.11 CLASS B WOMEN'S HYBRID PDU L/S, RAPID PDU, SILVER TAN						
	List prices for sizes: S - XL	\$ 54.50		\$ 60.00		\$ 53.04	\$ 68.00
35	5.11 CLASS B WOMEN'S HYBRID PDU S/S, RAPID PDU, SILVER TAN						
	List prices for sizes: S - XL	\$ 58.00		\$ 56.00		\$ 49.54	\$ 73.00
36	CLASS C MEN'S BLACK POLO, 5.11, 71049-019						
	List prices for sizes: S - XL	\$ 37.00		\$ 38.00	\$ 42.00	\$ 36.92	\$ 45.00
	List prices for oversizes: 2XL - 4XL	\$ 40.50		\$ 43.00	\$ 45.00	\$ 37.16	\$ 54.00
37	CLASS C WOMEN'S BLACK POLO, 5.11, 61165-019						
	List prices for sizes: S - XL	\$ 37.00		\$ 38.00	\$ 42.00	\$ 33.61	\$ 3 43.00

Item #	Description	PRICE	CA PRICE	GA PRICE	Douglas, GA PRICE	PRICE	PRICE
	List prices for oversizes: 2XL - 4XL	\$ 40.50		\$ 43.00	\$ 45.00	NO BID	\$ 51.00
38	CLASS C MEN'S RED POLO, 5.11, 71049-477						
	List prices for sizes: S - XL	\$ 37.00		\$ 38.00	\$ 42.00	\$ 33.92	\$ 45.00
	List prices for oversizes: 2XL - 4XL	\$ 40.50		\$ 43.00	\$ 45.00	\$ 37.16	\$ 54.00
39							
	List prices for sizes: S - XL	\$ 37.00		\$ 38.00	\$ 42.00	\$ 33.61	\$ 43.00
	List prices for oversizes: 2XL - 4XL	\$ 40.50		\$ 43.00	\$ 45.00	NO BID	\$ 51.00
40	CLASS C MEN'S TAN POLO, 5.11, 71049-160						
	List prices for sizes: S - XL	\$ 37.00		\$ 38.00	\$ 42.00	\$ 33.92	\$ 45.00
	List prices for oversizes: 2XL - 4XL	\$ 40.50		\$ 43.00	\$ 45.00	\$ 37.16	\$ 54.00
41	CLASS C WOMEN'S TAN POLO, 5.11, 61165-160						
	List prices for sizes: S - XL	\$ 37.00		\$ 38.00	\$ 42.00	\$ 33.61	\$ 43.00
	List prices for oversizes: 2XL - 4XL	\$ 40.50		\$ 43.00	\$ 45.00	NO BID	\$ 51.00
42	FLYING CROSS COMMAND JACKET, MP351558, Black , 38800-10						
	List prices for sizes: 30 - 40	\$ 190.00					\$ 150.00
43	BLAUER MEN'S TACTICAL PANTS, BLACK , 8666						
	List prices for sizes: 30 - 40	NO BID			\$ 69.99		\$ 83.00
	List prices for oversizes: 42 - 56 **46 & up PER Public Safety	NO BID			\$ 75.00		\$ 99.00
44	BLAUER WOMEN'S TACTICAL PANTS, BLK 8666W						
	List prices for sizes: 2 -16	NO BID			\$ 69.99		\$ 83.00
	List prices for oversizes: 18 & UP	NO BID			\$ 75.00		\$ 99.00
45	BLAUER MEN'S L/S FULL SHIRT - SILVER TAN, 8671						
	List prices for sizes: S - XL	NO BID			\$ 69.99		\$ 77.00
	List prices for oversizes: 2XL - 5XL	NO BID			\$ 83.81		\$ 93.00
46	BLAUER WOMEN'S L/S FULL SHIRT - SILVER TAN, 8671W						
	List prices for sizes: 30 - 46	NO BID			\$ 69.99		\$ 77.00
	List prices for sizes:	NO BID			\$ 83.81		\$ 93.00
47	BLAUER MEN'S S/S FULL SHIRT - SILVER TAN, 8676						
	List prices for sizes: Small - XLarge	NO BID			\$ 65.85		\$ 72.00
	List prices for sizes: 2XL - 5XL	NO BID			\$ 79.68		\$ 86.00

Item #	Description	PRICE	CA PRICE	GA PRICE	Douglas, GA PRICE	PRICE	PRICE
48	BLAUER WOMEN'S S/S FULL SHIRT - SILVER TAN, 8676W						
	List prices for sizes: 30 -44	NO BID			\$ 65.85		\$ 72.00
	List prices for sizes:	NO BID			\$ 79.68		\$ 86.00
49	BLAUER MEN'S L/S ARMORSKIN HALF SHIRT - SILVER TAN, 8361						
	List prices for sizes: Small - XLarge	NO BID			\$ 63.00		\$ 66.00
	List prices for sizes: 2XL - 5XL	NO BID			\$ 75.65		\$ 79.00
50	BLAUER MEN'S S/S ARMORSKIN HALF SHIRT - SILVER TAN, 8362						
	List prices for sizes: Small - XLarge	NO BID			\$ 53.00		\$ 59.00
	List prices for sizes: 2XL - 5XL	NO BID			\$ 64.34		\$ 71.00
51	BLAUER WOMEN'S S/S ARMORSKIN HALF SHIRT - SILVER TAN, 8362W						
	List prices for sizes: XSmall - XLarge	NO BID			\$ 53.00		\$ 59.00
	List prices for sizes:	NO BID			\$ 64.34		\$ 71.00
52	BELLEVILLE BOOTS - KHYBER SIDE ZIP, BLACK, TR960Z						
	Shoe Size: 4.0 - 8.5	\$ 120.00			\$ 130.00	\$ 103.32	\$ 133.00
	Shoe Size: 9.0 - 12.0	\$ 120.00			\$ 130.00	\$ 103.32	\$ 133.00
	Shoe Size:12.5 - 15.0	\$ 120.00			\$ 130.00	\$ 103.32	\$ 133.00
53	CAMPAIGN HAT- STRATTON, 10DB, BLLACK						
	Hat Sizes: 6 1/2 - 8	\$ 96.00		\$ 90.00	\$ 89.99		\$ 117.00
54	CAMPAIGN HAT ACORNS-GOLD, FLYING CROSS, ACORNS, GOLD	\$ 9.50		\$ 9.00	\$10.00 ALT ITEM		\$ 11.00
55	CAMPAIGN HAT STRAPS, FLYING CROSS, STRAP, BLACK	\$ 9.00		\$ 9.00	\$9.99 ALT ITEM		\$ 7.00
56	HAT COVER, FLYING CROSS, COVER, BLACK, 475 RHC	\$ 9.00		\$ 8.00			\$ 14.00
57	ROTHCO BEANIE, 8460, BLACK	\$ 7.50		\$ 6.50	\$ 8.00		\$ 10.00
58	5.11 SIERRA BRAVO NYLON DUTY BELT - SIERRA						
	List prices for sizes: Small - XLarge	\$ 47.50		\$ 52.00	\$ 59.99	\$ 43.34	\$ 90.00
	List prices for sizes: 2XL - 5XL	\$ 55.00		\$ 56.00	\$ 62.00	\$ 47.92	\$ 65.00

Item #	Description	PRICE	CA PRICE	GA PRICE	Douglas, GA PRICE	PRICE	PRICE
59	5.11 SIERRA BRAVO REPLACEMENT BUCKLE, SB BUCKLE, BLACK	\$ 6.50					
60	5.11 SIERRA BRAVO REPLACEMENT BELT KEEPERS, SB BELT KEEPERS, BLACK	\$ 11.50		\$ 11.00	\$ 16.00		
61	HALTZ TRAFFIC GLOVES FULL FINGER, HighVisibility						
61a	HNT501 - SMALL	NO BID					\$ 33.00
61b	HNT502- MEDIUM	NO BID					\$ 33.00
61c	HNT503- LARGE	NO BID					\$ 33.00
61d	HNT504-XL	NO BID					\$ 33.00
61e	HNT505-XXL	NO BID					\$ 33.00
61f	HNT506-XXXL	NO BID					\$ 33.00
62	TRAFFIC VEST- 2, REFLECTIVE APPAREL, YELLOW	\$ 47.00			\$55.00 ALT ITEM		\$ 49.00
63	FLASHLIGHT CONE, STREAMLIGHT, 75903, ORANGE	\$ 7.00		\$ 6.50	\$ 7.71	\$ 5.03	\$ 9.00
64	HANDCUFFS, SMITH & WESSON, M100, SILVER	\$ 32.00		\$ 30.00	\$ 36.99	\$ 37.82	\$ 39.99
65	HANDCUFF CASE-NYLON, SIERRA BRAVO, BLACK	\$ 17.25		\$ 17.00	\$ 25.00	\$ 15.62	
66	HANDCUFF KEY W/ KEYCHAIN, Zak Tool, ZT11P, BLACK	\$ 7.00		\$ 9.50	\$ 8.99	\$ 5.57	\$ 9.00
67	HANDCUFF KEY W/CLIP, Zak Tool, ZT14, BLACK	\$ 7.00		\$ 9.50	\$ 8.99	\$ 7.11	\$ 9.00
68	BLAUER FLEXRS ARMORSKIN SILT OUTER CARRIER , SILVER TAN, 8360XP						
	XS - 4XL	NO BID			\$ 114.00		\$ 126.00
	Oversize & Tall				\$ 139.00		
69	RADIO HOLDER - NYLON, 5.11 SIERRA BRAVO RADIO, HOLDER	\$ 28.00		\$ 28.00	\$ 28.40	\$ 23.42	
70	FLASHLIGHT, STINGER, BLACK, 75813	\$ 156.00		\$ 185.00	\$ 141.75	\$ 117.46	\$ 190.00
71	STREAMLIGHT STYLUS GREEN,STYLUS, BLACK	\$ 37.00		\$ 28.00	\$ 20.99	\$ 21.13	\$ 21.00
72	PATCH REMOVAL	\$ 2.00		\$ 2.00	\$ 2.26		\$ 4.00
73	PATCH REPLACEMENT	\$ 3.00		\$ 5.00	\$ 2.75		\$ 4.00
74	HEMMING	\$ 6.00		\$ 10.00	\$ 10.50		\$ 12.00
75	UNIFORM REPAIR	\$ 6.00		\$ 10.00	\$2.00**		

** #75--tears and snags**

BIDS MAILED: HALL:
BIDS RECEIVED: 6 (3 - No BIDS) HALL: 1



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 07/03/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 027-45

Bid/Contract Name: Sheriff Uniform Supply Annual Contract - Rebid

Department(s) Requesting Contract: Sheriff

Award Recipient Name: Strongpoint, LLC, Dana Safety Supply, Inc., Public Safety Uniform & Supply, Inc., and Uniforms Unlimited

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

Prior Year's Spend: \$202,541

☐ Price Increase Requested Increase Percentage: 0%

☐ Project/Service Contract Estimated Amount: \$0

☒ Product Contract Estimated Amount: \$205,000

Comments: Year one (1) of a possible five (5) year contract. The Sheriff's Department requested their own uniform contract, and this is a new contract for FY25. The Sheriff's Department has requested this contract be awarded to the above four (4) vendors to provide better availability of items and pricing with a pool of vendors from which to choose. Strongpoint, Dana Safety, and Uniforms Unlimited have provided uniforms to the County on other contracts and are all vendors in good standing with the County. Public Safety Uniform & Supply, Inc. supplies the Blauer line which provides most of the uniform items worn by the Sheriff's Dept. Their pricing is much less than the previous provider to the County.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples, CPA



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 027-45

For the provision of

Sheriff Uniform Supply Annual Contract- Rebid

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

ARTICLE #101 - INTRODUCTION

This Contract for Sheriff Uniform Supply Annual Contract (hereinafter "Services") as entered into on _____, and is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Dana Safety Supply, Inc. located at 4729 Nelson Brogdon Blvd
Sugar Hill, GA 30518 (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 good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference,

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

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**.

B. County hereby agrees as good and valuable compensation as provided in EXHIBIT C- MANDATORY PRICING, as incorporated herein

by reference, (including Performance & Payment Bonds and all permits if required)
shown below: **N/A**

- C. **Price Escalation Clause.** - Contractor may request up to a three-percent (3%) price increase at time of contract renewal. Price increases are not guaranteed.

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

Sgt. Mike Free
Hall County Sheriff's Office
Quartermaster
2460 Athens Hwy.
Gainesville, GA 30501
Email: mfree@hallcounty.org
Ph: (678)343-0636

COUNTY ISSUING OFFICER

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

CONTRACTOR'S CONTACT INFO

Name Dana Safety Supply, Inc.
Title Bids and Contracts Manager
Address 1 4729 Nelson Brogdon Blvd Sugar Hill, GA 30518
Address 2 3810 W. Osborne Ave. Tampa, FL 33614
City, State, Zip
Ph: 813-348-4866
Email: bids@danasafetysupply.com

REMIT-TO ADDRESS (if different).

PO Box 117297
Atlanta, GA 30368-7297

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 one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

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

ARTICLE # 108 - TERMINATION:

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

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 - 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 - 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law

including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

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

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

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. N/A

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

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

ARTICLE # 118– INSURANCE REQUIREMENTS:

Insurance Requirements. All sureties must be licensed to do business in the State of Georgia with a minimum rating of AM Best A-, financial size seven (7). The Contractor must maintain and warrant to Hall County Government ("County") 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 insurance certificate 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: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and 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 and as required for claims made policies.

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 on account of bodily injury, including death therefrom, and injury to 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 (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

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
- e. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk
- f. Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth 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. Verbal communications from the County to the Contractor shall not authorize Contractor to begin work or ship any product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

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

B. Invoice/Payment.

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

3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (not applicable)

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 initial 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 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 (not applicable)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (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, 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 all Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are herein-incorporated into this contract by reference.

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.

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

PRINT COMPANY'S FULL LEGAL NAME

Dana Safety Supply, Inc.

HALL COUNTY, GEORGIA

By: Mark

By: _____

Print Name: Mark Sevigny

Richard Higgins, Chairman

Title: Bids and Contracts Manager

Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____

24th Day of June, 2024

Board of Commissioners Clerk

Approved as to Form

Notary Public: Christopher R. Rocha

Notary commission expires: 6/28/2024

[Locus Sigilli – Seal or Stamp]



CHRISTOPHER R. ROCHA
Commission # HH 415706
Expires June 28, 2027

APPROVED AS TO FORM

Justin R. Lawhon

Justin R. Lawhon,
Senior Assistant County Attorney



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 027-45

For the provision of

Sheriff Uniform Supply Annual Contract- Rebid

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

ARTICLE #101 - INTRODUCTION

This Contract for Sheriff Uniform Supply Annual Contract (hereinafter "Services") as entered into on _____, and is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Public Safety Uniform & Supply of GA., located at 112 Ben Burton Circle., Ste. B, Bogart, GA 30622 (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 good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference,

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

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**.

- B. County hereby agrees as good and valuable compensation as provided in EXHIBIT C-MANDATORY PRICING, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below: **N/A**
- C. **Price Escalation Clause.** - Contractor may request up to a three-percent (3%) price increase at time of contract renewal. Price increases are not guaranteed.

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

Sgt. Mike Free
Hall County Sheriff's Office
Quartermaster
2460 Athens Hwy.
Gainesville, GA 30501
Email: mfree@hallcounty.org
Ph: (678)343-0636

COUNTY ISSUING OFFICER

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

CONTRACTOR'S CONTACT INFO

Julie Winters
Store Manager
112 Ben Burton Cir.
Suite B
Bogart, GA 30622
706-521-3535
julie@publicsafetyuniform.com

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 one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 108 - TERMINATION:

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

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law

including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

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

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

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. N/A

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

- B. Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

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

ARTICLE # 118– INSURANCE REQUIREMENTS:

Insurance Requirements. All sureties must be licensed to do business in the State of Georgia with a minimum rating of AM Best A-, financial size seven (7). The Contractor must maintain and warrant to Hall County Government ("County") 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 insurance certificate 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: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and 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 and as required for claims made policies.

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 on account of bodily injury, including death therefrom, and injury to 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 (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

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
- e. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk
- f. Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth 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. Verbal communications from the County to the Contractor shall not authorize Contractor to begin work or ship any product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

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

B. Invoice/Payment.

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

3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (not applicable)

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 initial 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 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 (not applicable)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (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, 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 all Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are-herein-incorporated into this contract by reference.

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.

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

PRINT COMPANY'S FULL LEGAL NAME

Public Safety Uniform & Supply of Ga. HALL COUNTY, GEORGIA

By: Julie R. Winters By: _____

Print Name: Julie R. Winters Richard Higgins, Chairman

Title: Store Manager Board of Commissioners

Date: _____

Sworn to and subscribed before me this

25th Day of June, 2024

Attestment: _____

Board of Commissioners Clerk

Approved as to Form

APPROVED AS TO FORM

Notary Public: Betty S. Allen

Notary commission expires: 6/19/2027

Nathaniel R. Anderson,
Senior Assistant County Attorney

[Locus Stamp - Seal of Stamp]





Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 027-45

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

For the provision of

Sheriff Uniform Supply Annual Contract- Rebid

ARTICLE #101 - INTRODUCTION

This Contract for Sheriff Uniform Supply Annual Contract (hereinafter "Services") as entered into on _____, and is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Uniforms Unlimited located at 850 Prince Ave. Athens GA (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 good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference,

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

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**.

B. County hereby agrees as good and valuable compensation as provided in EXHIBIT C- MANDATORY PRICING, as incorporated herein

by reference, (including Performance & Payment Bonds and all permits if required)
shown below: N/A

- C. **Price Escalation Clause.** - Contractor may request up to a three-percent (3%) price increase at time of contract renewal. Price increases are not guaranteed.

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

Sgt. Mike Free
Hall County Sheriff's Office
Quartermaster
2460 Athens Hwy.
Gainesville, GA 30501
Email: mfree@hallcounty.org
Ph: (678)343-0636

COUNTY ISSUING OFFICER

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

CONTRACTOR'S CONTACT INFO

Name
Title
Address 1
Address 2
City, State, Zip
Ph:
Email:

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 one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

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

ARTICLE # 108 - TERMINATION:

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

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law

including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

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

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

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. N/A

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

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

ARTICLE # 118-- INSURANCE REQUIREMENTS:

Insurance Requirements. All sureties must be licensed to do business in the State of Georgia with a minimum rating of AM Best A-, financial size seven (7). The Contractor must maintain and warrant to Hall County Government ("County") 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 insurance certificate 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: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and 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 and as required for claims made policies.

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 on account of bodily injury, including death therefrom, and injury to 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 (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

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
- e. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk
- f. Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth 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. Verbal communications from the County to the Contractor shall not authorize Contractor to begin work or ship any product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

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

B. Invoice/Payment.

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

3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (not applicable)

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 initial 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 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 (not applicable)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (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, 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 all Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are-herein-incorporated into this contract by reference.

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.

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

PRINT COMPANY'S FULL LEGAL NAME

Uniforms Unlimited

HALL COUNTY, GEORGIA

By:

Wayne Wilson

By: _____

Print Name:

Wayne Wilson

Richard Higgins, Chairman

Title:

President

Board of Commissioners

Date: _____

Sworn to and subscribed before me this

18 Day of June, 2024

Attestment: _____

Board of Commissioners Clerk

Approved as to Form

Notary Public:

Kristin M Keller

Notary commission expires Kristin M Keller

NOTARY PUBLIC

[Locus Sigilli] - Seal of Oconee County, GEORGIA

My Commission Expires 08/29/2025

APPROVED AS TO FORM

Justin R. Lawhon

Justin R. Lawhon,
Senior Assistant County Attorney



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 027-45

For the provision of

Sheriff Uniform Supply Annual Contract- Rebid

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

ARTICLE #101 - INTRODUCTION

This Contract for Sheriff Uniform Supply Annual Contract (hereinafter "Services") as entered into on June 27, 2024, and is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Strongpoint, LLC located at 2365 Monroe Dr Gainesville Ga (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 good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference,

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

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**.

B. County hereby agrees as good and valuable compensation as provided in EXHIBIT C- MANDATORY PRICING, as incorporated herein

by reference, (including Performance & Payment Bonds and all permits if required)
shown below: **N/A**

- C. **Price Escalation Clause.** - Contractor may request up to a three-percent (3%) price increase at time of contract renewal. Price increases are not guaranteed.

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

Sgt. Mike Free
Hall County Sheriff's Office
Quartermaster
2460 Athens Hwy.
Gainesville, GA 30501
Email: mfree@hallcounty.org
Ph: (678)343-0636

COUNTY ISSUING OFFICER

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

CONTRACTOR'S CONTACT INFO

Name Margaret Akin
Title owner
Address 1 2365 Monroe Dr.
Address 2 unit A
City, State, Zip Gainesville, Ga, 30507
Ph: 470-252-5818
Email: strongpointappare@gmail.com

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 one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

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

ARTICLE # 108 - TERMINATION:

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

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law

including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

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

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

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. **The Contractor's Termination Duties.** Upon receipt of notice of termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. N/A

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

- B. Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

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

training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

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

ARTICLE # 118– INSURANCE REQUIREMENTS:

Insurance Requirements. All sureties must be licensed to do business in the State of Georgia with a minimum rating of AM Best A-, financial size seven (7). The Contractor must maintain and warrant to Hall County Government ("County") 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 insurance certificate 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: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and 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 and as required for claims made policies.

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 on account of bodily injury, including death therefrom, and injury to 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 (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

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
- e. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk
- f. Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth 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. Verbal communications from the County to the Contractor shall not authorize Contractor to begin work or ship any product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

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

B. Invoice/Payment.

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

3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (not applicable)

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 initial 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 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 (not applicable)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (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, 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 all Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are herein incorporated into this contract by reference.

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.

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

PRINT COMPANY'S FULL LEGAL NAME

Strongpoint, LLC

HALL COUNTY, GEORGIA

By: M. Akin

Print Name: Margaret Akin

Title: owner

By: _____

Richard Higgins, Chairman

Board of Commissioners

Date: _____

Sworn to and subscribed before me this

27 Day of June, 2024

Attestment: _____

Board of Commissioners Clerk

Approved as to Form

Notary Public: [Signature]

Notary commission expires: 7/27/24

[Locus Sigilli – Seal or Stamp]



APPROVED AS TO FORM

[Signature]
Justin R. Lawhon,
Senior Assistant County Attorney



AGENDA ITEM

Gainesville-Hall Metropolitan Planning Organization (GHMPO)

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 379/2024

SUBJECT: Approve the award of RFQ/P #45-005 State Route 13/Atlanta Highway Corridor Study for Gainesville-Hall Metropolitan Planning Organization (GHMPO) to Keck & Wood, Inc. of Duluth, GA, in the amount of \$175,500.00.

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: MH

Recommendation:

Approve.

Purpose of Request:

Approve the award of RFQ/P #45-005 State Route 13/Atlanta Highway Corridor Study for Gainesville-Hall Metropolitan Planning Organization (GHMPO) to Keck & Wood, Inc. of Duluth, GA, in the amount of \$175,500.00.

History:

The planning grant (PL) was awarded to GHMPO in March 2024. 80% of the cost of the study will be reimbursable from the grant. Hall County and the City of Gainesville will split the remaining 20% of the cost of the study at 10% each. The grant expires on December 31, 2025.

Facts and Issues:

Final deliverables from Keck & Wood, Inc. will be due to the GHMPO by June 2025, with anticipated adoption by the GHMPO at its August 2025 meeting.

Keck & Wood, Inc. had the highest technical score while remaining within the planning grant (PL) awarded amount of \$200,000.00.

78 bids were sent out with 8 responses including 2 "no bids".

Options:

Funding Requested

\$ 17,550.00

Are funds within current budget?

Yes

Source of Funds

Development Services

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

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
AY	BN	BN	AP
Budget	Finance	Attorney	Administration
DA	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Keck & Wood Contract
Map of Study Area
Bid Tab



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

AGENDA ITEM 379/2024

Funds Requested: \$ 17,550.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Development Services

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	250-MULTIPLE GRANT FUND	7411-MPO	334110-STATEâ€OPERATING DIRECT	\$-140,000.00
2025	250-MULTIPLE GRANT FUND	7411-MPO	521000-PROFESSIONAL SERVICES	\$140,000.00
2025	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	336002-INTERGOVERNMENTAL REIMBURSE	\$-17,550.00
2025	272-DEVELOPMENT SERVICES FUND	4971-ENGINEERING	521000-PROFESSIONAL SERVICES	\$35,100.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MH

Phone: 770-297-2604



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples, CPA

Date: July 10, 2024

To: Richard Higgins, Chairman Hall County Board of Commission

From: Andrew Youngblood

Your signature is requested to execute the attached Contract.

Bid/Contract No: #45-005

Contract Name: State Route 13/Atlanta Highway Corridor Study

Department(s) Requesting Contract: Public Works & Utilities/GHMPO

Award Recipient Name: Keck & Wood, Inc.

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

☐ Price Increase Requested Percentage Increase:

☐ Demand Service Contract Previous Spend:

☐ Commodity Contract Requested Amount: \$175,500.00

☒ Project/ Service Contract

Comments:

A planning grant (PL) will cover 80% of the cost of this study. The City of Gainesville and Hall County will cover the remaining 20% of the cost of the study (10% each).

CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS

Bid/Contract No: #45-005

Contract Name: State Route 13/Atlanta Highway Corridor Study



Hall County Government

FINANCIAL SERVICES

EXHIBIT A - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #45-005

For the provision of

State Route 13/Atlanta Highway Corridor Study

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples, CPA

ARTICLE #101 – INTRODUCTION

This Contract for transportation planning, traffic congestion management, and engineering services (hereinafter “Services”) is made and as entered into as of _____ (Execution Date) and _____ (Effective Date) is by-and-between Hall County, Georgia, Board of Commissioners, (hereinafter referred to as “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Keck & Wood, Inc., located at 3090 Premiere Parkway, Suite 200, Duluth, Georgia 30097

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

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

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

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

Whereas, this contract will become legally binding and executed upon signature by both parties; and,

Whereas, any attached quotes, exhibits, attachments, site plans, specifications, and 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 and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the Scope of Work.
- B. County hereby agrees as good and valuable compensation as provided in the attached *Exhibit C – Cost Proposal* as incorporated herein by reference.

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

Michael Haire
Transportation Planning Manager
Gainesville-Hall Metropolitan Planning Organization
2875 Browns Bridge Rd
Gainesville, GA 30504
mhaire@hallcounty.org
(770) 297-2604

COUNTY ISSUING OFFICER

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

CONTRACTOR'S CONTACT INFORMATION

Name: Clay Smith, PE RSP1
Title: Vice President - Traffic Engineering Market Leader
Physical Address: 3090 Premiere Parkway, Suite 200
City, State, ZIP: Duluth, Georgia 30097
Email: csmith@keckwood.com
Phone: 678-617-5821

REMIT-TO ADDRESS (if different): same as above

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

Until substantial and final completion of Services according to the agreed time schedule, and after all subcontractor(s) and material suppliers' liens are satisfied, if applicable.

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 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:

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

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

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

- B. **Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

- C. **Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, Contractor 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 PROVISIONS

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either Party terminate this Contract prior to the date of automatic termination pursuant to *ARTICLE #105 – CONTRACT TERM* above, Contractor shall provide the County with all deliverables up to the date of termination no later than thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. **Termination for Convenience.** Following sixty (60) days written notice, either Party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 2. The County determines that Contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. **Notice of Default.** If either Party causes one or more of the default events set out in this *ARTICLE*, 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 Party's Notice of Default. If the breach or

noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between this 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. 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 subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, incorrect, or incomplete.

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; and,
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; and,
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; and,
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor; and,
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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

ARTICLE #112 – ENTIRE CONTRACT

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 – RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS

- 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 by any terms and conditions of the Contractor that are only accessible by hyperlink. All terms and conditions must be in print and approved by the County.

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

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

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list County 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 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.

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

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

General Liability Insurance: Required for all contracts.

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

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

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

Additional Provisions:

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

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

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

ARTICLE # 119 – NO WAIVER:

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

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

- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

Contractor agrees it will not use the County 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 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 as per *Exhibit C – Cost Proposal Worksheet*.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement between the Parties.
- 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 immediate cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

The Scope of Services shall remain in effect from the NTP date to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as

evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment

1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *EXHIBIT C – COST PROPOSAL 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.
3. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

D. Set-Off Against Sums Owed by the Contractor. 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 entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not in any circumstances pay a third party.

ARTICLE #123 – RETAINAGE

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

ARTICLE #124 – 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 #125 – 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 #126 – 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. §13-10-91 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 the Georgia Security and Immigration Compliance Act Affidavit (attached herein as *EXHIBIT E – E-Verify Affidavit*), notarized by an Official Notary Public, and obtaining the same affidavits from any subcontractor providing services pursuant to this Contract.

ARTICLE #127 – 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 #128 – 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 RFQ/P documents and the Bidder's response, are herein incorporated into this contract by reference.:

- EXHIBIT A – Contract for Services
- EXHIBIT B – Bid Response Form
- EXHIBIT C – Cost Proposal Worksheet
- EXHIBIT D – W-9 Form
- EXHIBIT E – E-Verify Affidavit

EXHIBIT F – Ethics Affidavit
EXHIBIT G – Scored Questions

ARTICLE #129 – 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 #130 – HOLD HARMLESS AGREEMENT

The successful Bidder hereby agrees to indemnify and hold free and harmless Hall County Government, its Commissioners, 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 #131 – 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 #132 – 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 Supplier's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a 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, engineering or 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 Supplier shall transfer and deliver all goods or services described on a PO for the consideration set forth herein.
10. 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.

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, redi-mix products (concrete, paint, etc.), fabrication, decoration, or otherwise custom designed 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, local, intergovernmental agreements, memorandums of understanding and other such agreements.
18. 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.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
20. Receipt of goods or services does not constitute acceptance. Title to the goods shall remain with the Supplier until acceptance by the County.
21. 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.
22. The County shall have the right to inspect all goods or services at the time and place of delivery.
23. Contractor 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.
24. 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.
25. All goods and services supplied pursuant to this PO shall, unless otherwise noted, 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.
26. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County are considered County property and shall be delivered to the County upon request.
27. Invoices submitted to the County will reflect the language of the PO with the PO Number printed on each invoice submitted.
28. 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.
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.
30. The Supplier certifies that it and its subcontractors are not 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.
31. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.

32. 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.
33. The County does not pay late fees nor interest charges.
34. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
35. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
36. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

PRINT COMPANY's FULL LEGAL NAME

Keck & Wood, Inc.

By: RPJ

Print Name: Rob Jacquette, PE PTOE

Title: Chief Operating Officer

HALL COUNTY, GEORGIA

By: _____

Richard Higgins, Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

30th Day of May, 2024.

Attestment:

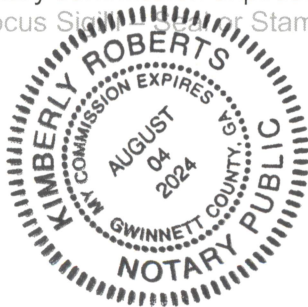
Board of Commissioners Clerk

Notary Public: Kimberly Roberts

APPROVED AS TO FORM
Approved as to Form

Notary commission expires: Aug 4, 2024

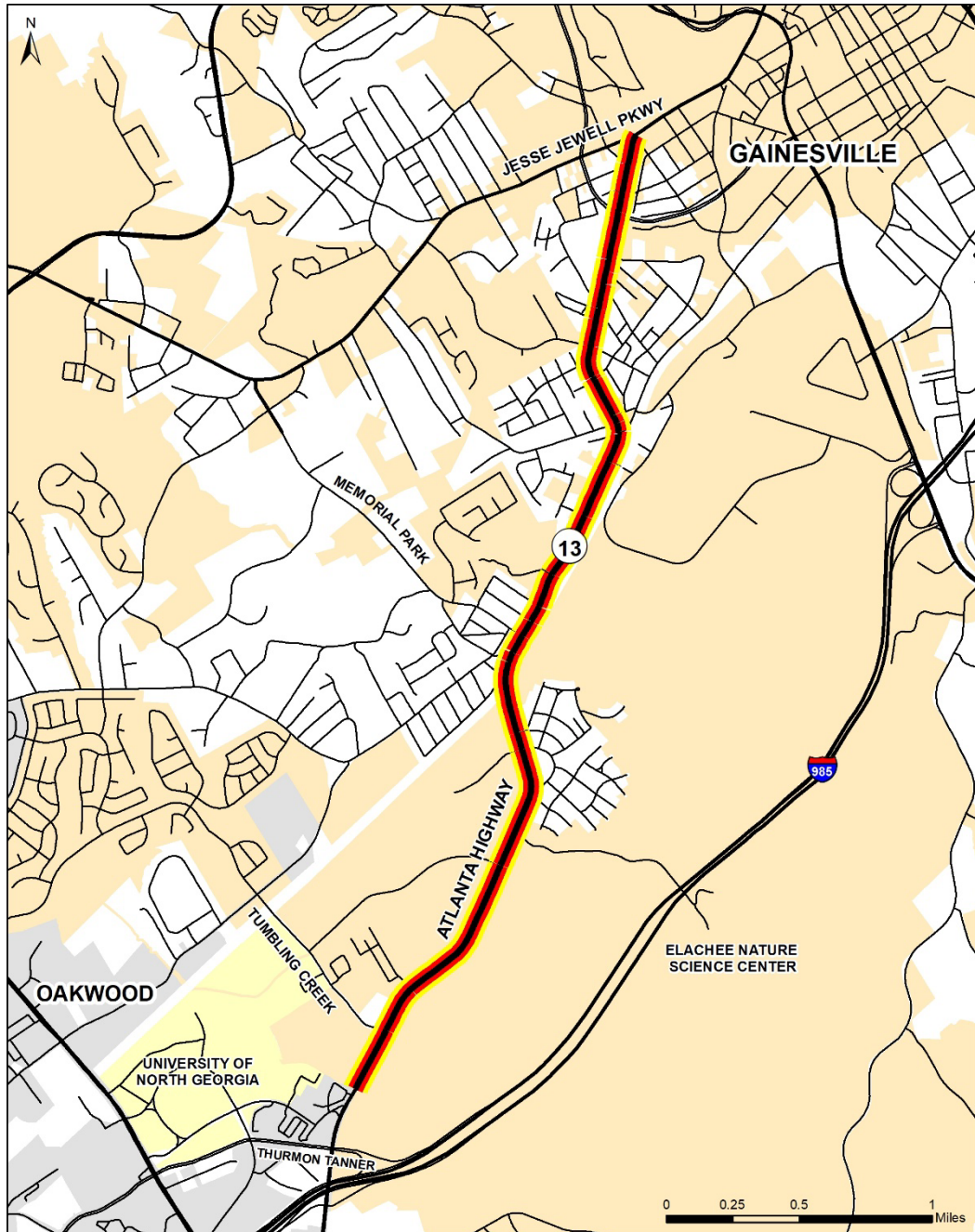
[Locus Signatures or Stamp]



Nathaniel R. Anderson,
Senior Assistant County Attorney

Map of State Route 13/Atlanta Highway corridor, south of downtown Gainesville:

SR 13 / ATLANTA HIGHWAY CORRIDOR



RFQ/P #45-005 State Route 13/Atlanta Highway Corridor Study

Bid Tab Summary

SCORES	Keck & Wood, Inc	Atlas Technical Consultants, LLC	KCI Technologies, Inc	Croy Engineering, LLC	Pond & Company, Inc	Kimley-Horn & Assoc. Inc	Precision Planning, Inc	CSC Design, Inc
Average Technical Scores	655.00	620.00	635.00	630.00	645.00	615.00	NO BID	NO BID
Average Cost Scores	110.00	70.00	100.00	120.00	170.00	170.00	NO BID	NO BID
Total Scores	765.00	690.00	735.00	750.00	815.00	785.00	NO BID	NO BID
Cost	\$175,500.00	\$200,000.00	\$194,900.00	\$189,336.00	\$149,948.00	\$145,000.00	NO BID	NO BID

Number of bids emailed	78
Number of bids emailed to Hall Co	7
Total responses	8
Number of Hall Co responses	0
No Bids	2



AGENDA ITEM

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

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 390/2024

SUBJECT: 448 West Highland Drive | Use Subject to County Commission Approval | 17.160.040 Food processing involving animals | on a 2.57± acre tract located at the terminus of West Highland Drive | Zoned I-I, Tax Parcel 00128 002009G | **Proposed Use: Food processing involving animal by-products** | Commission District 4 | **Jose Luis Bauza Faria, applicant**

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions:

1. The property shall be developed in accordance with the site plan dated January 8, 2023 and as described in the project narrative dated January 9, 2024, 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 Environmental Health, the Fire Marshal, and Hall County Engineering.
3. All conditions of zoning shall be made part of any plats created for the property.

Purpose of Request:

448 West Highland Drive | Use Subject to County Commission Approval | 17.160.040 Food processing involving animals | on a 2.57± acre tract located at the terminus of West Highland Drive | Zoned I-I, Tax Parcel 00128 002009G | **Proposed Use: Food processing involving animal by-products** | Commission District 4 | **Jose Luis Bauza Faria, applicant**

History:

Facts and Issues:

Options:

Funding Requested

\$ 0.00

Are funds within current budget?

No

Source of Funds

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

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

Board Memo

Recommendation Report

Application

Narrative

Site Plan

Maps

Elevations

Before & After Photos

Legal Description

Gainesville Annexation Waiver

Environmental Health Comments

GDOT Comments

Public Works Comments

Fire Comments

Notice Sign Photo



Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE PLANNING AND ZONING

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

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

From: Beth Garmon, Director of Planning & Zoning

Date: July 8, 2024

Subject: **448 West Highland Drive | Use Subject to County Commission Approval | 17.160.040 Food processing involving animals | on a 2.57± acre tract | Proposed Use: Food processing involving animals | Jose Luis Bauza Faria, applicant**

The request before you is the request of Jose Luis Bauza Faria for a Use Subject to County Commission Approval to allow food processing involving animals. This item is located within Commission District 4.

At their June 17, 2024 meeting, the Hall County Planning Commission voted to recommend approval with three (3) conditions **(4-0, Sosebee absent).**

Staff recommendation: **Approval, with conditions**, as the use is consistent with the surrounding zoning districts and established uses.

There were **no comments submitted** in advance of the Planning Commission meeting and **two (2) people spoke in favor during the public hearing.**

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated January 8, 2023 and as described in the project narrative dated January 9, 2024, 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 Environmental Health, the Fire Marshal, and Hall County Engineering.
3. All conditions of zoning shall be made part of any plats created for the property.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant Jose Luis Bauza Faria

Request Use Subject to County Commission Approval |
17.110.040(G) Food processing plants involving
animals.

Proposed Use Food processing involving animals

Size 2.57± acres

Zoning Light Industrial (I-I, 17.160)

Location **448 West Highland Drive** | Tax Parcel 00128
002009G

Commission District Four

Planning Commission Date June 17, 2024

Staff Recommendation **Approval, with conditions**, as the use is consistent
with the surrounding zoning districts and
established uses.

Record Number HZCU24-0004

Planning Commission Recommendation **Approval, with conditions**
Vote: 4-0 (Sosebee absent)

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated January 8, 2023 and as described in the project narrative dated January 9, 2024, 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 Environmental Health, the Fire Marshal, and Hall County Engineering.
3. All conditions of zoning shall be made part of any plats created for the property.

Excerpts from the minutes of the June 17, 2024 meeting

Applicant's Presentation:

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

Juan Velasquez, 2420 Old Flowery Branch Road, Gainesville, presented the request. The applicant stated they would like to repurpose the existing building on the property for food processing. The applicant stated that the facility will be temperature-controlled and there will be no slaughtering or storing of live animals. The applicant stated that there will be delivery, unloading, and repackaging of boxed chicken into smaller packages for local distribution. The applicant stated that the hours of operation will be from Monday – Friday, 8:00am to 4:30pm with approximately 20 employees.

Ruber Franco, 2752 SW Valley Green Drive Gainesville, presented the request.

Stephen Hill, 2130 Elysian Circle, Gainesville, presented the request. The applicant stated that the building is existing and all that needs to be installed is the cooling units.

Public Forum:

Ruben D. Perea, 4424 Prestwick Drive, Oakwood, spoke in favor. Spoke about the applicants becoming a part of the community by improving it and creating jobs.

Yolanda Bedolla, 319 Highland Terrace, Gainesville, spoke in favor. Stated she supports the request as it will be creating jobs.

Planning Commission Comments:

Mr. Varner stated that he supports the idea but needed to see the elevations for the building. Mr. Hunt questioned the type of siding being used. Mr. Hill stated it is a pre-engineered building with metal siding. Ms. Garmon stated that the applicants have been working with several departments for quite a while. Mr. Varner questioned if the loading docks will be accessed from the gravel lot. Mr. Hill stated that it would be on concrete. Ms. Pilcher questioned the size of the trucks entering the property. Mr. Velasquez stated it would be box trucks. Mr. Varner questioned if there would be any semi-trucks entering the property. Mr. Velasquez stated there would not be. Mr. Hill stated that the building was originally approved to be utilized as a storage facility.

Motion: A motion to approve, with conditions was made by Mr. Varner and seconded by Ms. Pilcher. Vote: 4-0 (Sosebee absent)

Conditions:

1. The property shall be developed in accordance with the site plan dated January 8, 2023 and as described in the project narrative dated January 9, 2024, 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 Environmental Health, the Fire Marshal, and Hall County Engineering.
3. All conditions of zoning shall be made part of any plats created for the property.

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 January 8, 2023 and as described in the project narrative dated January 9, 2024, 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 Environmental Health, the Fire Marshal, and Hall County Engineering.
3. All conditions of zoning shall be made part of any plats created for the property.

Summary Analysis

The applicant is requesting a conditional use subject to county commission approval on a 2.57± acre parcel zoned Light Industrial (I-I, 17.160) for the establishment of a food processing plant involving animals. Under the Light Industrial (I-I, 17.160.040.G) zoning district, food processing plants involving animals or animal by-products is a use subject to the approval of the Board of Commissioner.

The site is located within the Highlands Industrial Park, which was approved by the Board of Commissioners in 1980. The surrounding parcels to the east and south are zoned Light Industrial (I-I) and the parcels to the north are zoned Residential-II. The parcels to the west are within the City of Gainesville and are zoned Light Industrial. Per the tax records, the property is currently developed with a 16,253 square-foot metal building that was constructed in 1990.

Per the applicant's narrative, the existing metal building is to be renovated and used as a cold storage warehouse. The facility will process and repackage animal products into smaller containers when needed. The repacking conducted at the facility will be limited to further processing of food previously processed at other locations. No slaughtering is proposed on the subject parcel.

Access for the development is from a single entrance on West Highland Drive. The site plan shows an addition of 26 parking spaces for this use, which satisfies county off-street parking standards (17.250.020). Additional concrete paving is proposed to accommodate the parking and expanded drive areas. The site plan reflects new gravel paving on the east side to allow for an on-site truck turnaround area.

The northwestern portion of the property is bordered by Flat Creek, and a flood zone exists which stretches along the northwest property line. Per the site plan, the existing building is partially situated within the Hall County Future Flood Zone, the 50-foot undisturbed stream buffer, and 75-foot impervious setback. Per Hall County Engineering comments, this site may require a stormwater management report. Further, prior to approval by Hall County Engineering, the site plan should show stream buffers and impervious setback as measured from the wrested vegetation as well as FEMA and Hall County Studied Floodplains that are present on site. There is an active Land Disturbance Permit under review for this site (HDEV23-0079) which is

currently awaiting revisions from the applicant. At the time of this report, revisions are required for the following departments and agencies: Fire Marshal, Hall County Engineering, Natural Resource and Conservation Service (NRCS), Environmental Health, and Hall County Planning.

Per the submitted narrative, water services and sanitary sewer will be provided by City of Gainesville Water Resources Department. The City of Gainesville provided an annexation waiver on April 16, 2024 to allow the development to connect to City of Gainesville sewer.

No variances are identified as part of this conditional use application.

Based on the Comprehensive Plan, the proposed conditional use request is inconsistent with the underlying land use designation of “Residential.” However, it should be noted that the Light Industrial (I-I, 17.160) zoning classification is well-established in the area and the proposed use **is consistent** with the general development pattern of the Highlands Industrial Park and surrounding area which contains a mixture of business types that would be considered light industrial.

Zoning Analysis

Per Planning Commission and Hall County Commission consideration and decision (17.380.060), the Planning Commission shall study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry shall be considered, to wit:

1. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The property has been zoned Light Industrial (I-I, 17.160) for more than 40 years and is surrounded by light Industrial zoning designations and industrially-developed properties on three sides. The proposed food processing plant involving animals or animal by-products is an allowable use within the Light Industrial district subject to approval of the Board of Commissioners.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The current request is for a food processing plant involving animals or animal by-products. It is not anticipated that the proposed use would have an adverse impact on adjacent or nearby property beyond what is reasonably expected within the existing Light Industrial (L-I) district.**
3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **Yes, the property has reasonable economic use as currently zoned, but the applicant cannot operate the food processing plant involving animals or animal by-products without approval by the Board of Commissioners.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed use is not anticipated to cause excessive or burdensome use of community facilities as the Light Industrial (I-I, 17.160) zoning classification is currently established on the property.**

5. 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 of a food processing plant involving animals or animal by-products is inconsistent with the Comprehensive Plan's future land use classification of Lake Residential. However, the Comprehensive Plan does not take into account the existing Light Industrial zoning that has been in place for over 40 years.**
6. The extent to which property values are diminished by the existing zoning restrictions; **Absent a market study, staff is unable to determine whether property values are diminished by the existing zoning restrictions.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The subject property is currently developed with a metal warehouse building that was constructed in 1990 and has been occupied by various permitted light industrial businesses.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **There are no known changing conditions affecting the use or development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The current request is for a conditional use of a food processing plant involving animals or animal by-products within the Light Industrial district (I-I). This zoning designation is consistent with adjacent parcels, most of which are zoned light industrial.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request is not out of scale with the needs of the county as a whole.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The proposed use of a food processing plant involving animals or animal by-products requires conditional use approval from the Board of Commissioners in the**

Light Industrial (I-I, 17.160) zoning district. A conditional use request would be required on any other Light Industrial (I-I) property in the county.

15. Whether the need for rezoning could be handled instead by a variance request to the [planning commission]; **The request could not be handled instead by a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

17.380.050. - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in Chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement. The applicant has provided a site plan and included much of the necessary information to properly assess the development. However, information about adjacent parcels is limited.**

- C. For any application for a slow rate land treatment system (see Chapter 17.20), the following additional requirements apply. **The proposed development will utilize public water and sewer; as such, this is not applicable.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **This standard is not applicable to the request.**

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

In an email dated May 10, 2024, Emily McGahee stated “Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.”

Hall County Fire Marshal

In an email dated May 23, 2024, John Hornick, NPQ Fire Service Plans Examiner 1, provided the following comments: “The existing vacant building and site do not meet fire code for fire apparatus accessibility and life safety. If approved, Georgia registered Engineered site development plans followed by Georgia registered Architectural plans will have to be submitted for review and approval by the Hall County Development Review Team and Building Department. Additional life safety requirements may apply such as the installation of a fire protection system, fire alarm, and emergency radio communication test to determine if a bi-directional antenna system will be required.”

Hall County Public Works and Utilities

In a memo dated May 10, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:

This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream. Show FEMA and Hall County studied Flood plains that are present on site.

Traffic:

No comments.

Utilities

Gainesville sanitary sewer connection is in the CDS to the north.

Georgia Department of Transportation

In an email dated May 20, 2024, Veronica Chavers stated that GDOT coordination is not required.

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 770-531-6809 | 770-531-3902



CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Jose Luis Bauza Faris
5383 Barberry Ave
Oakwood GA 30566

Phone 470-824-0337

Email Address 448 Property@gmail.com

Proposed Use Warehouse Repairing and distribution of chicken

Property Owner (Name & Mailing Address)

Jose Luis Bauza Faris
5383 Barberry Ave
Oakwood GA 30566

Phone 470-824-0337

Email Address 448 Property@gmail.com

Contact Person (Name & Mailing Address)

Jose Luis Bauza Faris
448 W Highland Dr.
Gainesville GA 30501

Phone 470-824-0337

Email Address 448 Property@gmail.com

Tax Parcel Number 0012800200A

Location Address 448 W Highland Dr. Gainesville GA 30501

Status of Applicant

Requested Action

☒ Owner

Permissive Use:

☐ Option to Purchase

☐ HCPC ☐ HCC

☐ Area Resident

Fee: \$ _____

☐ Other

Receipt #: _____

Zoning: _____ Check #: _____

Acreage 2.59

I hereby certify that the above information and all attached information are true and correct.

Sign [Signature] Date: 04/11/2024

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT
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 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 T: 770-531-6609 | F: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

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

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not X

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

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: _____

Date: 06/11/2024

Applicant's/Owner's Name (Printed): Jose Luis Baez



448 West Highland Drive Property LLC Conditional Use Narrative 1-09-2024

448 West Highland Drive Property LLC is repurposing an existing 16,273 s.f. building on a 2.59 acre lot at 448 West Highland Drive, Gainesville 30501 to a warehouse and distribution use. The business is intended to be used as a cold storage warehouse with the capacity to repack product into smaller containers if needed (repack is normal in cold storage warehousing if they come in damaged or get damaged). The location will meet cold warehouse storage standards and will include cooling units. The property will not be used as a slaughter plant or any other not permitted use. Any repacking done at this facility will be limited to further processing of food previously processed at other locations.

There will be 20 employees working for the business. Hours of operation will be normal business hours, Monday through Friday, from 8:00 am to 4:30 pm.

The business will operate within an existing metal warehouse that is in the process of being renovated to handle the new purpose. Trucks will bring boxed chicken to the business, where the chicken will then undergo repackaging if needed and trucked to outlets throughout the region. 448 West Highland Drive Property LLC is adding a gravel driveway and truck turnaround area to accommodate trucks serving the business. They will also install more parking for employees.

Water is provided by the City of Gainesville. Wastewater will be handled by City of Gainesville sanitary sewer. Industrial waste generated will be minimal, from wash down of the floor and

equipment used in the process of repackaging the chicken. The process will not include chicken being divided or cut up.

Industrial waste will flow into the existing sanitary sewer system or be directed to a holding tank where it will be pumped into trucks and removed offsite. The exact method of handling industrial waste will need to be coordinated with and approved by the City of Gainesville Environmental Compliance office.

No special signage is needed for this operation, only company name and address sign located inside the property. Also, no special lighting will be needed, only warehousing lighting around the facility.

This location is surrounded by an enclosed fence separating it from abutting properties to prevent disruptions.

DATE	BY	REVISION

DEVELOPMENT INFORMATION

OWNER:
MR. JOSE LUIS BAUZA
504 Atlanta Hwy.
GAINESVILLE, GEORGIA 30501
PHONE: (678) 933-9963
EMAIL: itsupport@sermvicallc.com
DEVELOPER & 24 HOUR CONTACT:
448 WEST HIGHLAND DRIVE PROPERTY LLC
448 West Highland Drive
Gainesville, Georgia 30501
PHONE: (470) 824-0339
EMAIL: 448property@gmail.com
SITE ADDRESS:
448 WEST HIGHLAND AVENUE
GAINESVILLE, GEORGIA 30501
AREA=2.57 AC.
DISTURBED AREA=1.0 AC.
ZONING INFORMATION
ZONING: I-I
LAND USE
* Warehouse, repacking and distribution of chicken parts

BUILDING INFORMATION
* Existing Metal Building: 16,253 s.f.
BUILDING SETBACKS:
* Front - 75' from CL, 50 from PL, whichever is greater
* Side - 20'
* Rear - 20'
LANDSCAPE STRIP
* 10' fronting streets
MINIMUM DENSITY
* Allowed: 1 building per 15,000 s.f. lot area
* Actual: 1 existing building (no change in density)
MAXIMUM BUILDING COVERAGE
* Allowed: 80% (for slopes 0-15%)
* Actual: 15%
MAXIMUM IMPERVIOUS COVER
* Allowed: 60%
* Actual: 42%
MINIMUM LANDSCAPED OPEN SPACE
* Required: 20%
* Actual: 45% (approx.)
PARKING
* Required: 1.6 spaces per 1,000 s.f. of floor area
* 16,253 s.f. = 26 spaces required
* Actual spaces shown = 13
* TOTAL SPACES = 26 (Includes 2 handicap space)
LIGHTING
* Security lighting on building walls and truck turnaround

Rick Freeland Landscape Architecture
3522 Old Duckett Mill Road
Gainesville, Georgia 30506
Phone: (678) 697-1575 Fax: (770) 532-7647

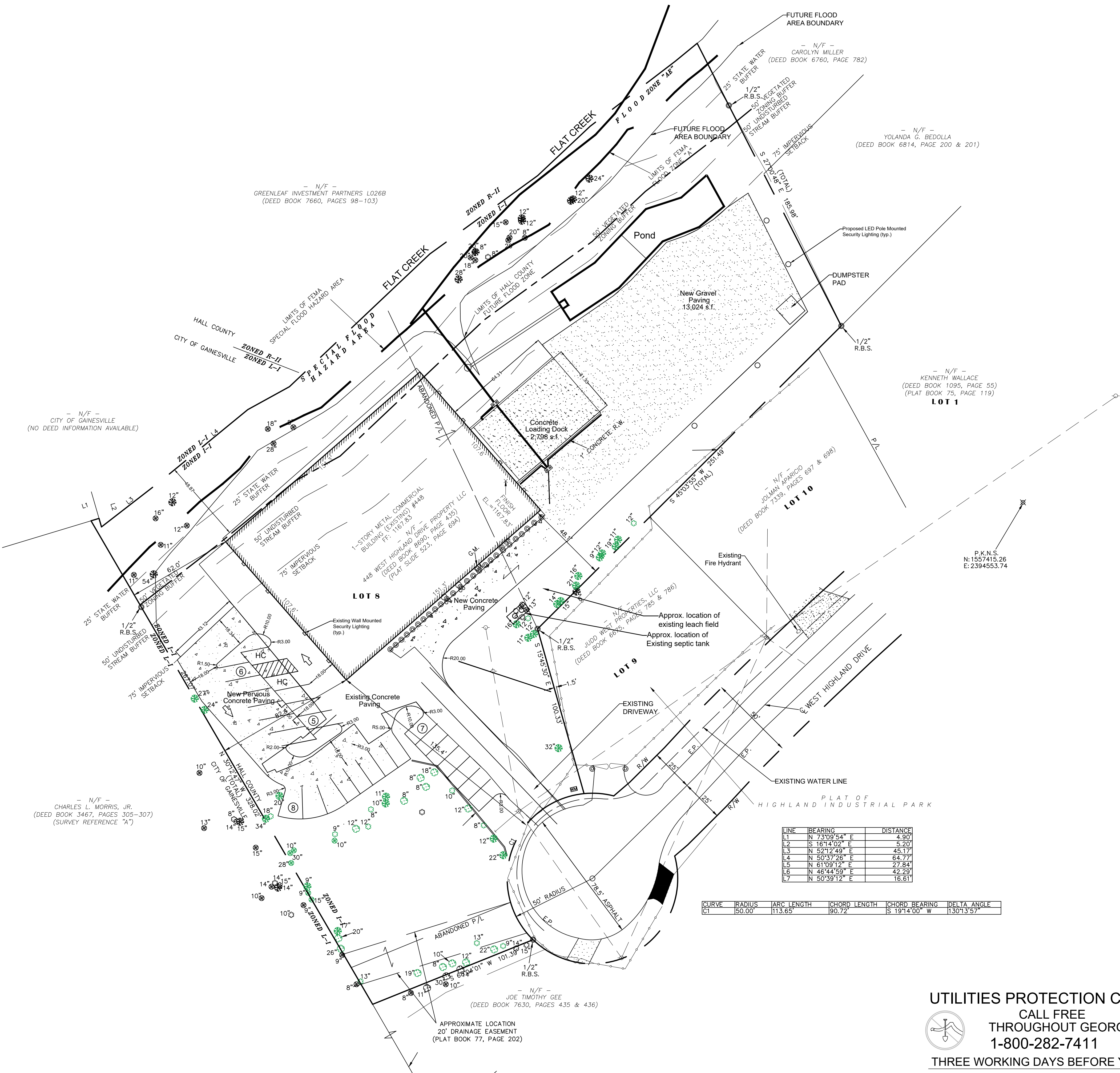
THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF THE LANDSCAPE ARCHITECT AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE SITE BEFORE PROCEEDING WITH EACH PHASE OF THE WORK. THE LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR WORK PROVIDED BY OTHERS & USED IN THE DESIGN OF THIS PROJECT, INCLUDING BUT NOT LIMITED TO BOUNDARY, TOPOGRAPHIC, SURVEY & SOLS INFORMATION.

Level II Cert. #: 0000000867

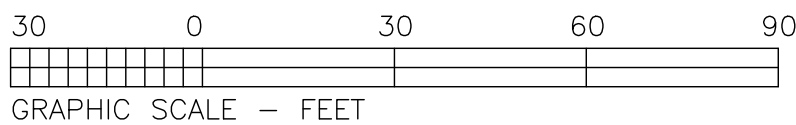
Layout Plan for Use Subject to County Commission Approval
448 West Highland Drive Property LLC
Land Lot 169, 9th District Tax Parcel 00128 002009
Jose Luis Bauza
484 West Highland Dr.
Gainesville, Georgia 30501

DESIGNED BY: RSF
DRAWN BY: RSF
DATE ISSUED: 01/08/2023
LATEST REVISION OF THIS SHEET:
JOB NUMBER: 23004
SCALE: 1" = 30'
SHEET: 1 of 1

Notes:
1) This property contains state waters requiring an undisturbed buffer of 50' or 100'. State waters are within 200' of the site. No buffer variance is required.



UTILITIES PROTECTION CENTER
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DATE	BY	REVISION

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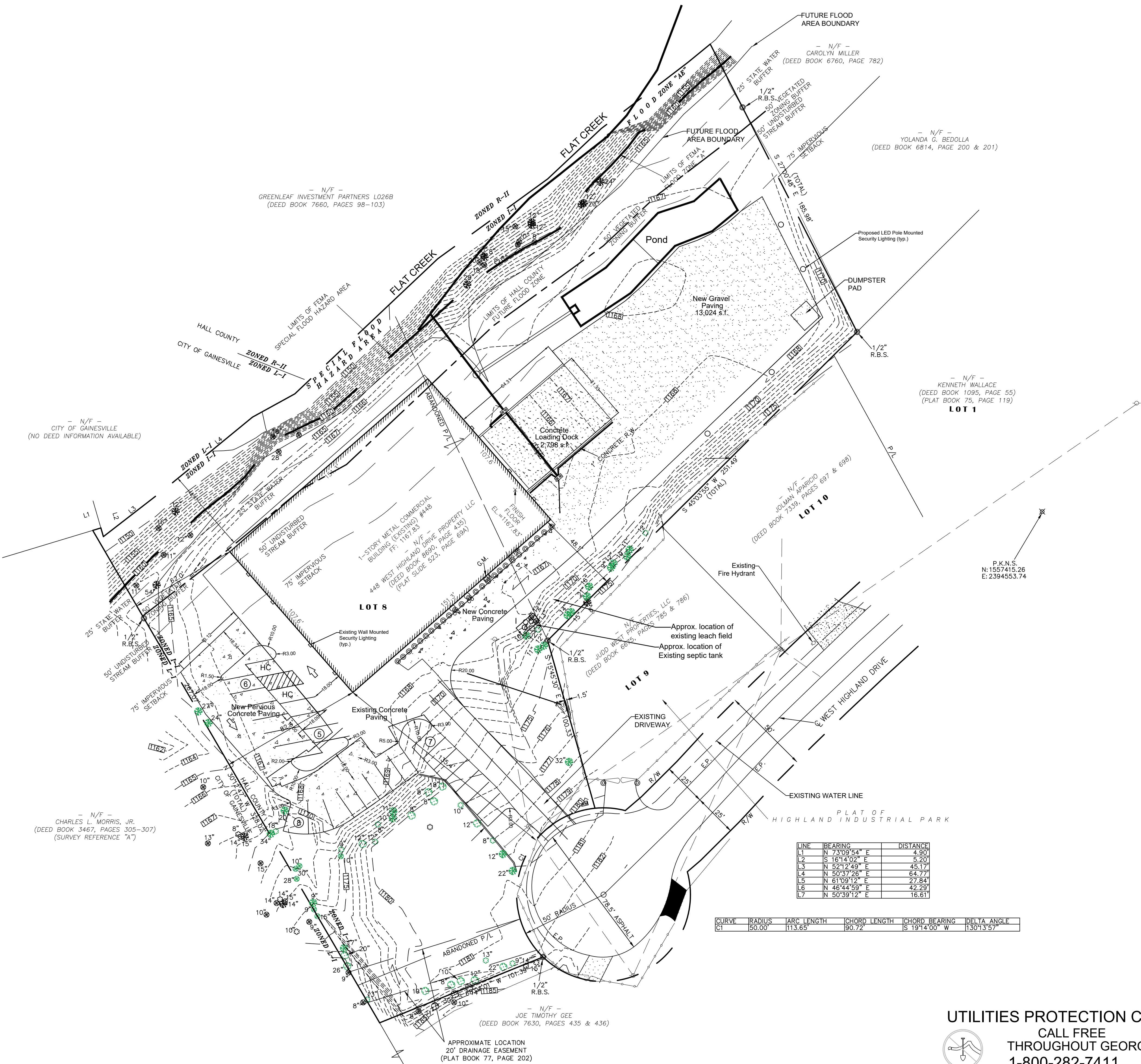
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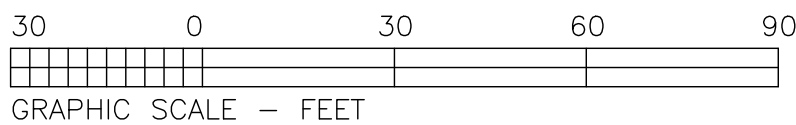
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THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT. THE SCALE FACTOR FOR THIS SITE IS: 0.999910988. (GRID DISTANCE/SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.
2. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB76 (2017).
3. CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103. GPS EQUIPMENT USED FOR MEASUREMENT WAS A CHAMPION TKO GNSS RECEIVER USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EOPS NETWORK.
4. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). CONTOURS WERE COMPUTED BASED ON FIELD LOCATED SPOT ELEVATIONS AND ARE SHOWN AT 1-FOOT INTERVALS.
5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 28,487 FEET AND AN ANGULAR CLOSURE OF 0'00'03" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY D.C. & D.T.
6. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 195,893 FEET.
7. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
8. THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.
9. THE FIELD SURVEY WAS CONDUCTED ON MAY 8TH-11TH, 16TH & 18TH, 2023.
10. THE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED BASED ON SURFACE EVIDENCE AND FROM INFORMATION TAKEN FROM G.I.S./UTILITY WEB SITES. THERE MAY BE OTHER SUBSURFACE UTILITIES THAT SERVICE THE PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

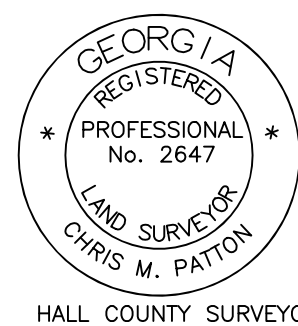
HALL COUNTY PLAT NOTES:

1. 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 MEASURED FROM THE POINT OF WRESTED VEGETATION (HALL COUNTY CODE § 8.170.070).
2. IF PROPERTY IS LOCATED IN THE NORTH OCOONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 17.225.040).
3. A PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA. COMMUNITY PANEL NO. 130466 0187 G, 130466 0188 G & 130466 0189 G, ALL HAVING AN EFFECTIVE DATE OF: APRIL 4TH, 2018. THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OR ELEVATIONS OF THE FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.
4. THIS PROPERTY OR A PORTION THEREOF IS LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.
5. IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 8.180.160)
6. ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE § 12.40.
7. ALL LAND DISTURBANCE OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN.

PARCEL CONTROL NUMBERS:

00128 002009G

SURVEYOR'S CERTIFICATION:

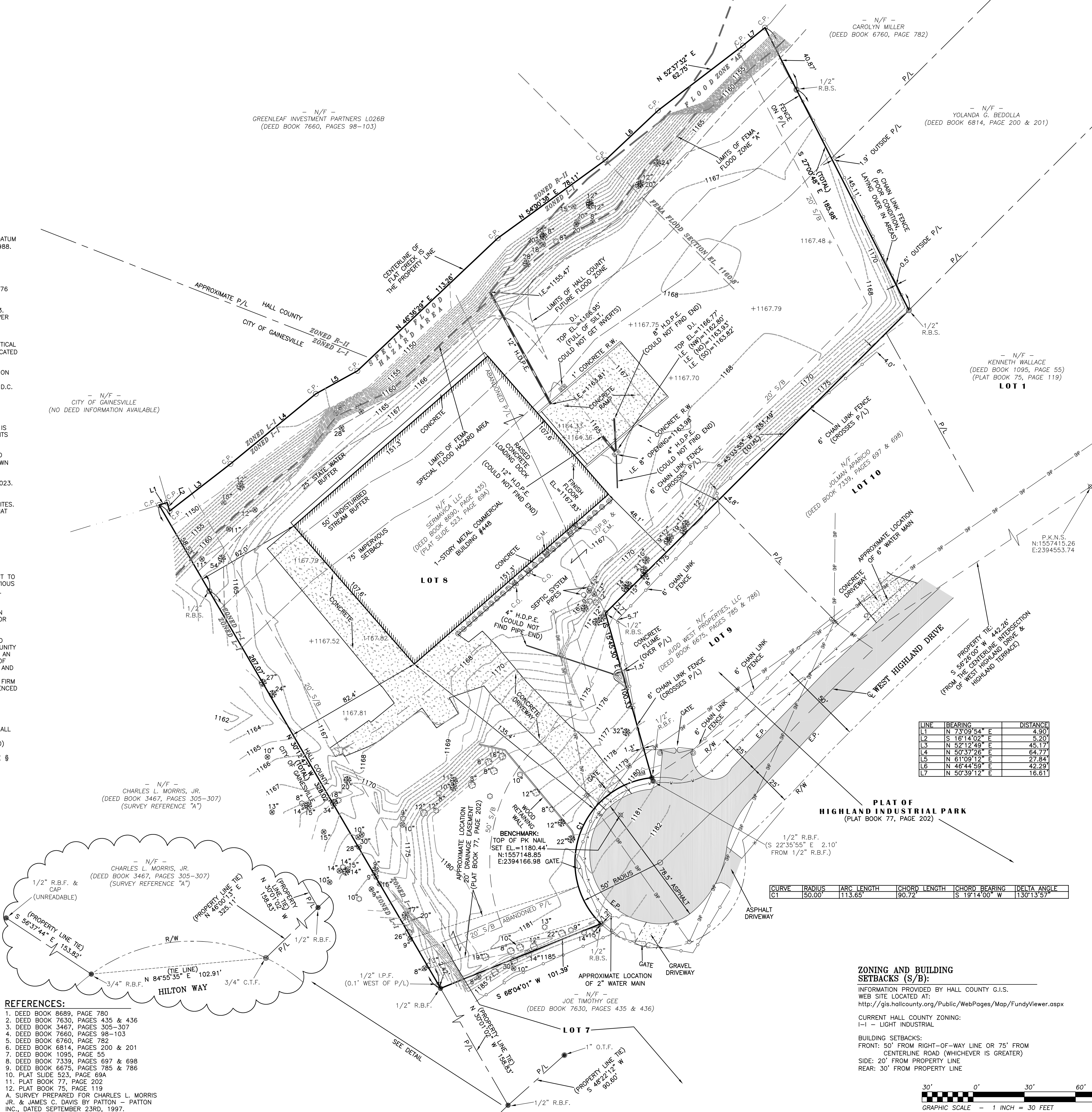


AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

CHRIS M. PATTON, GA. R.L.S. #2647
DATE: 05/19/2023

REFERENCES:

1. DEED BOOK 6689, PAGE 780
2. DEED BOOK 7630, PAGES 435 & 436
3. DEED BOOK 3467, PAGES 305-307
4. DEED BOOK 7660, PAGES 98-103
5. DEED BOOK 6760, PAGE 782
6. DEED BOOK 6814, PAGES 200 & 201
7. DEED BOOK 1095, PAGE 55
8. DEED BOOK 7339, PAGES 697 & 698
9. DEED BOOK 6675, PAGES 785 & 786
10. PLAT SLIDE 523, PAGE 69A
11. PLAT BOOK 77, PAGE 202
12. PLAT BOOK 75, PAGE 119
- A. SURVEY PREPARED FOR CHARLES L. MORRIS JR. & JAMES C. DAVIS BY PATTON - PATTON INC., DATED SEPTEMBER 23RD, 1997.



LEGEND:

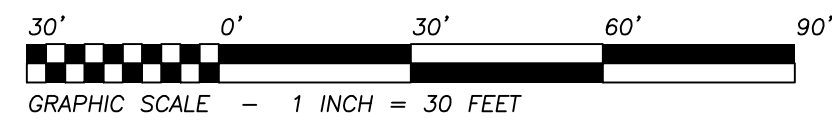
- △ A.I.F. - ANGLE IRON FOUND
- ▲ A.F. - AXLE FOUND
- C.M.F. - CONCRETE MONUMENT FOUND
- A.M.F. - ALUMINUM MONUMENT FOUND
- C.T.F. - CRIMP TOP PIN FOUND
- R.B.F. - REBAR FOUND (SEE DRAWING FOR SIZE)
- O.T.F. - OPEN TOP FOUND (SEE DRAWING FOR SIZE)
- I.P.F. - IRON PIN FOUND
- P.K.N.F. - PARKER KALON NAIL FOUND
- × F.X. - X-OUT FOUND
- ◆ N.F. - NAIL FOUND
- ◆ R.F. - ROCK FOUND
- ◆ R.R.F. - RAILROAD SPIKE FOUND
- ◆ T.F. - TACK FOUND
- × P.K.N.S. - PARKER KALON NAIL SET
- R.B.S. - 1/2" REBAR SET & CAP STAMPED "LSF 1029"
- C.M.S. - CONCRETE MONUMENT SET
- N.S. - NAIL SET
- C.P. - CALCULATED POINT
- D.I. - DROP INLET
- J.B. - JUNCTION BOX
- W.I. - WIER INLET
- Y.I. - YARD INLET
- C.V. - CABLE TV VAULT
- C.R. - CABLE RISER
- T.R. - TELEPHONE RISER
- T.V. - TELEPHONE VAULT
- T.P. - TELEPHONE POLE
- T.M.H. - TELEPHONE MANHOLE
- U.T.B. - UNDERGROUND TELEPHONE BOX
- A.C. - AIR CONDITIONER
- P.B. - POWER TRANSFORMER BOX
- E.P.B. - ELECTRIC PULL BOX
- E.M. - ELECTRIC METER
- P.P. - POWER POLE
- ▲ F.L. - FLOOD LIGHT
- S.P. - SERVICE POLE
- L.P. - LIGHT POLE
- G.W. - GUY WIRE
- G.P. - GUY ANCHOR POLE
- E.S. - ELECTRIC SERVICE
- W.M. - WATER METER
- W.V. - WATER VALVE
- F.H. - FIRE HYDRANT
- F.D.C. - FIRE DEPARTMENT CONNECTION
- I.C.V. - IRRIGATION CONTROL VALVE
- W.P. - WELL POINT
- S.P.G. - WATER SPIGOT
- B.O. - WATER BLOW OFF
- B.F.P. - WATER BACKFLOW PREVENTER
- S.P.K. - SPRINKLER
- S.C. - SANITARY CLEANOUT
- S.S.M.H. - SANITARY SEWER MANHOLE
- G.V. - SANITARY GATE VALVE
- G.T. - GREASE TRAP
- U.M. - UNKNOWN TYPE MANHOLE
- G. - GAS VALVE
- G.M. - GAS METER
- P. - PROPANE TANK
- F.P. - FLAG POLE
- T.S.P. - TRAFFIC SIGNAL POLE
- T.S.B. - TRAFFIC SIGNAL BOX
- M.W. - MONITORING WELL
- S.H. - SPRING HEAD
- B.P. - BOLLARD POST
- S.N. - SANITARY NAIL
- H.C.P. - HANDICAP PARKING
- B.M. - BENCHMARK
- M.B. - MAILBOX
- H.C.R. - HANDICAP RAMP
- A.H. - ACCESS HATCH
- R.L. - ROOF LINE
- E.P. - EDGE OF PAVEMENT
- B.C. - BACK OF CURB
- S.W.C.B. - SINGLE WING CATCH BASIN
- D.W.C.B. - DOUBLE WING CATCH BASIN
- I.E. - INVERT ELEVATION
- E.L. - ELEVATION
- C.M.P. - CORRUGATED METAL PIPE
- R.C.P. - REINFORCED CONCRETE PIPE
- B.C.C.M.P. - BITUMINOUS COATED CORRUGATED PIPE
- H.D.P.E. - HIGH DENSITY POLYETHYLENE PIPE
- P.V.C. - POLYVINYL CHLORIDE PIPE
- D.I.P. - DUCTILE IRON PIPE
- R.W. - RETAINING WALL
- T. - BURIED TELEPHONE LINE
- O.T. - OVERHEAD TELEPHONE LINE
- W. - BURIED WATER MAIN
- S.S. - BURIED SEWER LINE
- G. - BURIED GAS LINE
- E. - BURIED ELECTRIC LINE
- TV. - BURIED CABLE TV
- C.F. - CHAIN LINK FENCE
- W. - WOOD FENCE
- X. - WIRE FENCE
- W. - WROUGHT IRON FENCE
- OHP. - OVERHEAD POWER LINES
- T.S.L. - TRAFFIC SIGNAL LINE
- F. - FENCE GATE
- P.L. - PROPERTY LINE
- R/W. - RIGHT-OF-WAY
- N/F. - NOW OR FORMERLY
- C. - CENTERLINE
- INTX. - INTERSECTION
- R. - CURVE RADIUS
- L. - CURVE ARC LENGTH
- Δ. - CURVE CENTRAL ANGLE
- C.BRG. - CHORD BEARING
- C.DIST. - CHORD DISTANCE
- L.L. - LAND LOT
- N. - NORTHING COORDINATE
- E. - EASTING COORDINATE
- S/B. - SETBACK
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- G.D.O.T. - GEORGIA DEPARTMENT OF TRANSPORTATION
- STA. - STATION
- SQ. FT. - SQUARE FEET
- - - - CONTINUOUS OWNERSHIP
- ⊕ - BUILDING HEIGHT LOCATION
- 25.5' - BUILDING HEIGHT (FROM GROUND TO ROOF PEAK)
- X 25.52 - SPOT ELEVATION
- [Pattern] - CONCRETE
- [Pattern] - WOOD DECKING
- [Pattern] - GRAVEL
- [Pattern] - ASPHALT
- [Pattern] - PAVERBRICK

ZONING AND BUILDING SETBACKS (S/B):

INFORMATION PROVIDED BY HALL COUNTY G.I.S.
WEB SITE LOCATED AT:
<http://gis.hallcounty.org/Public/WebPages/Map/FundyViewer.aspx>

CURRENT HALL COUNTY ZONING:
I-1 - LIGHT INDUSTRIAL

BUILDING SETBACKS:
FRONT: 50' FROM RIGHT-OF-WAY LINE OR 75' FROM CENTERLINE ROAD (WHICHEVER IS GREATER)
SIDE: 20' FROM PROPERTY LINE
REAR: 30' FROM PROPERTY LINE



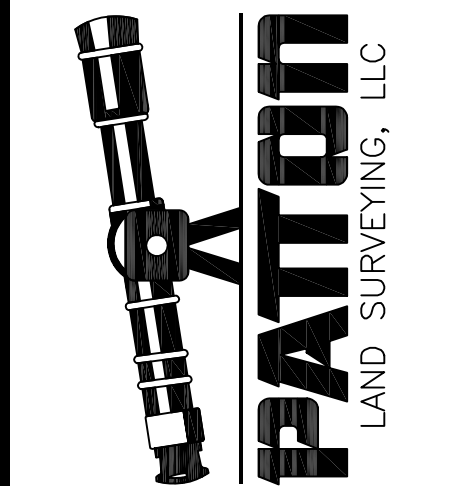
AREA: 2.52 ACRES

WATER SERVICE BY:
CITY OF GAINESVILLE

SEWER SERVICE BY:
ON SITE SEPTIC MANAGEMENT SYSTEM

REGISTERED PROFESSIONAL
LAND SURVEYORS

P.O. BOX 256
GAINESVILLE, GA. 30603
PHONE: (770) 532-6492
www.pattonsurveying.com
LAND SURVEYING FIRM
CERTIFICATE OF AUTHORIZATION
NUMBER LSF 001029

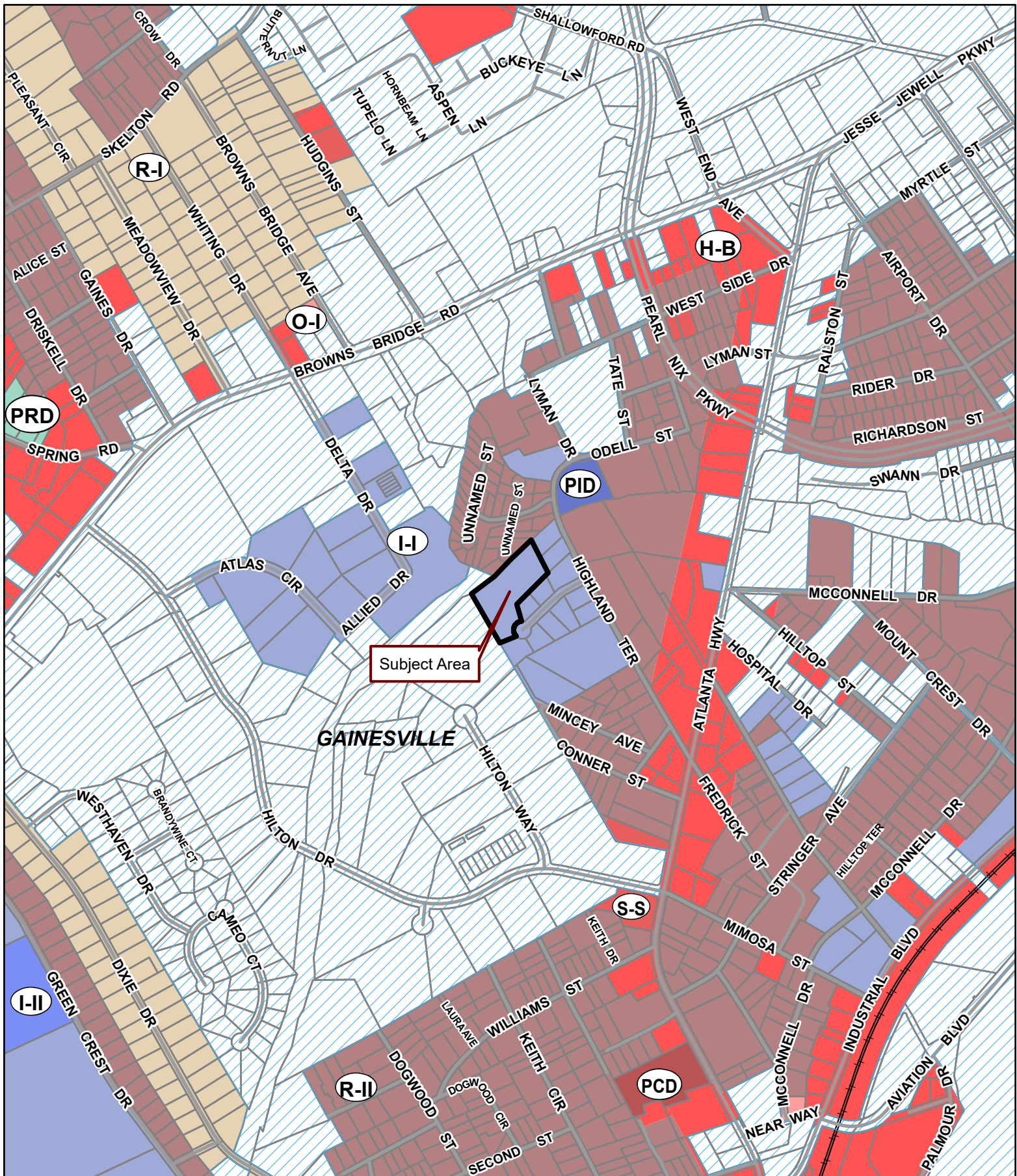


COMPUTATIONS BY: C.K.
SURVEYED BY: D.T. & D.C.
DRAFTED BY: C.K.
CHECKED BY: C.P.

RETRACEMENT/TOPOGRAPHIC SURVEY FOR:
SERMAVICA LLC
(BEING A PORTION OF LOT 7 AND ALL OF LOT 8 OF THE HIGHLAND INDUSTRIAL PARK SUBDIVISION AND ADDITIONAL PROPERTY)

REVISIONS	
DATE	DESCRIPTION

SHEET NUMBER:
1 of 1
SCALE: 1" = 30'
SURVEY DATE: 05/18/2023
PLAT DATE: 05/19/2023
23-048.dwg
JN. 23-048



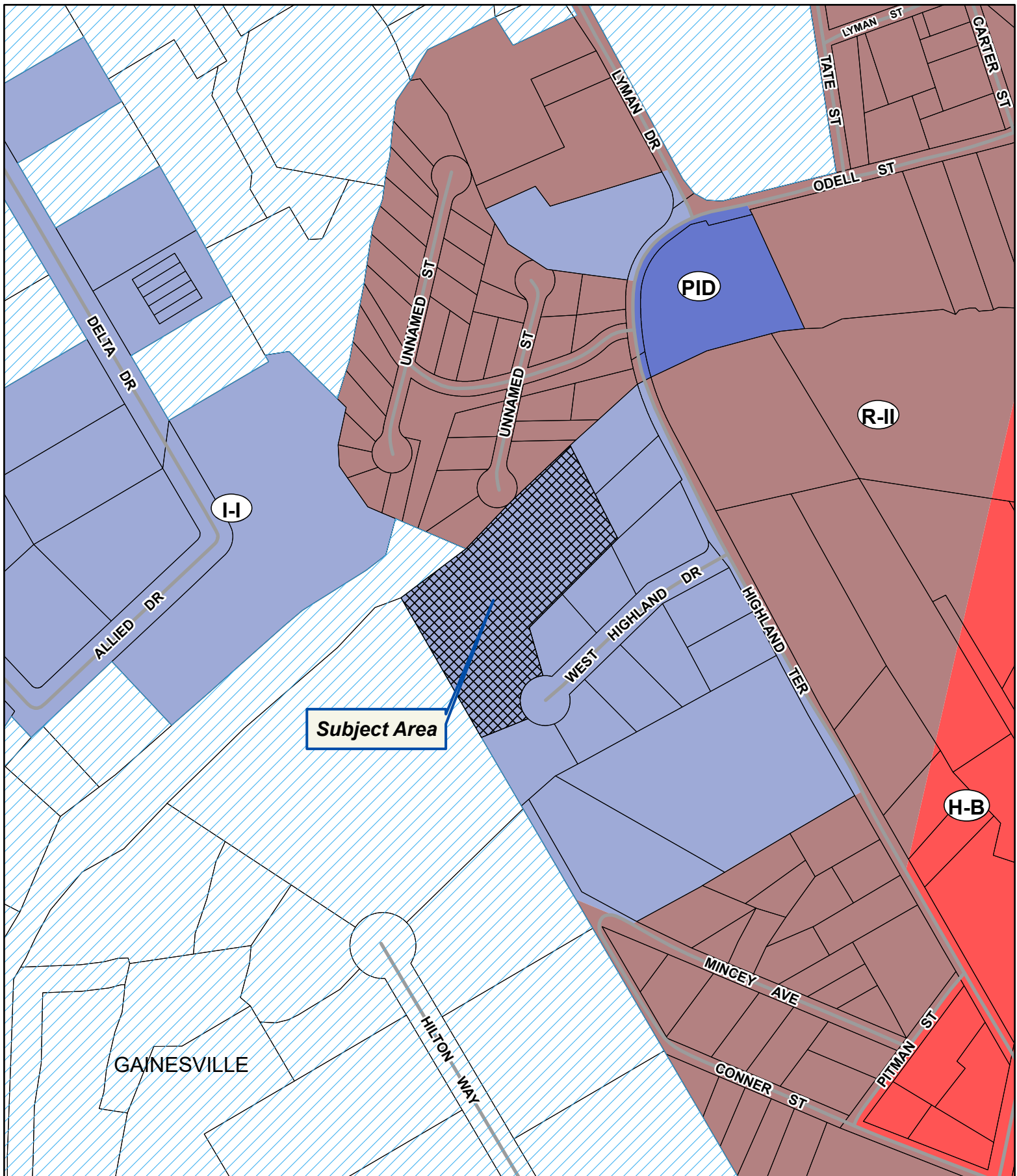
Applicant: JOSE LUIS BAUZA FARIA

Tax Parcel #: 00128 002009G

Location: 448 WEST HIGHLAND DRIVE, GAINESVILLE, GA 30501

Commission District 4

PC Mtg. Date: 06/17/2024



Applicant: JOSE LUIS BAUZA FARIA

Tax Parcel #: 00128 002009G

Location: 448 WEST HIGHLAND DRIVE, GAINESVILLE, GA 30501

Commission District 4

PC Mtg. Date: 06/17/2024

0 75 150 300
Feet

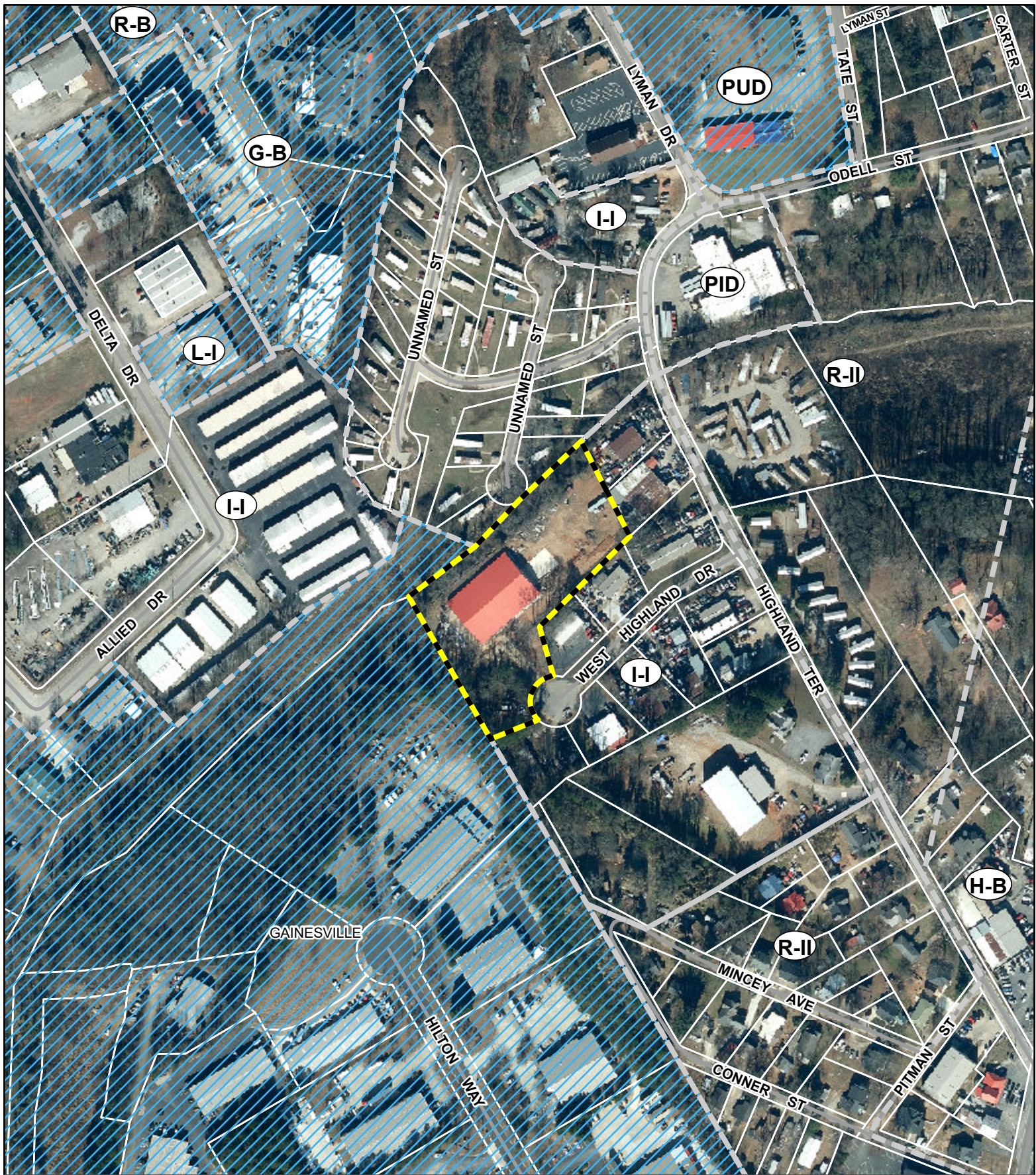
■ Zoning Boundary

▨ City Limits

▨ Subject Area

■ Structure





Applicant: JOSE LUIS BAUZA FARIA

Tax Parcel #: 00128 002009G

Location: 448 WEST HIGHLAND DRIVE, GAINESVILLE, GA 30501

Commission District 4

PC Mtg. Date: 06/17/2024

0 75 150 300
Feet

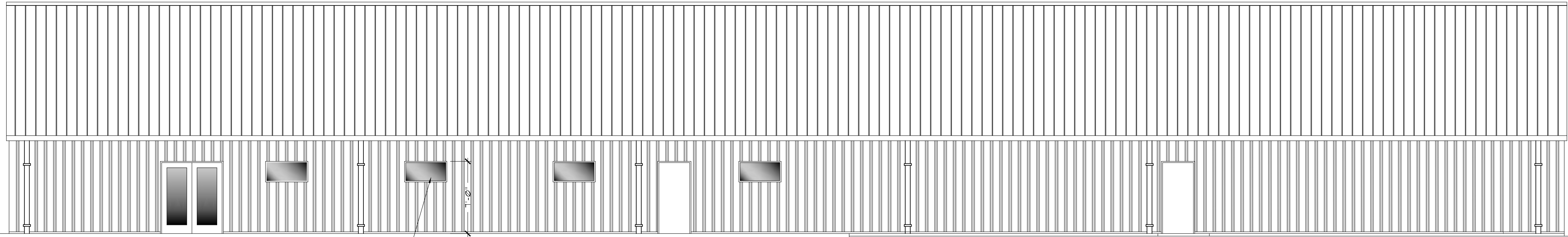
— Zoning Boundary

City Limits

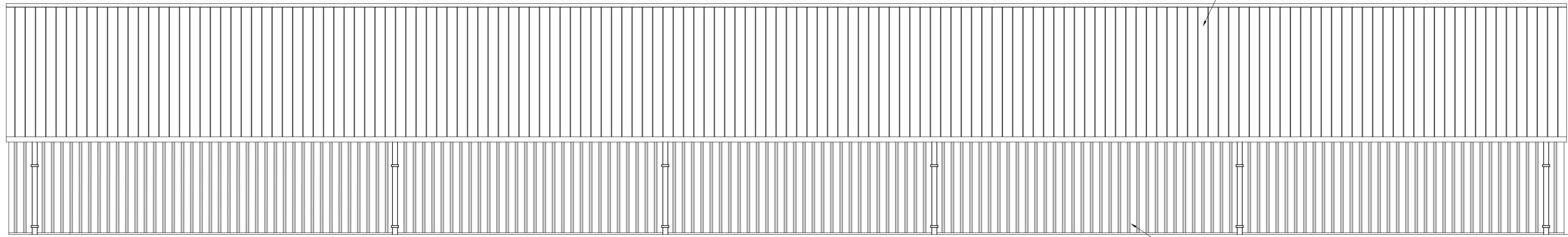
Subject Area



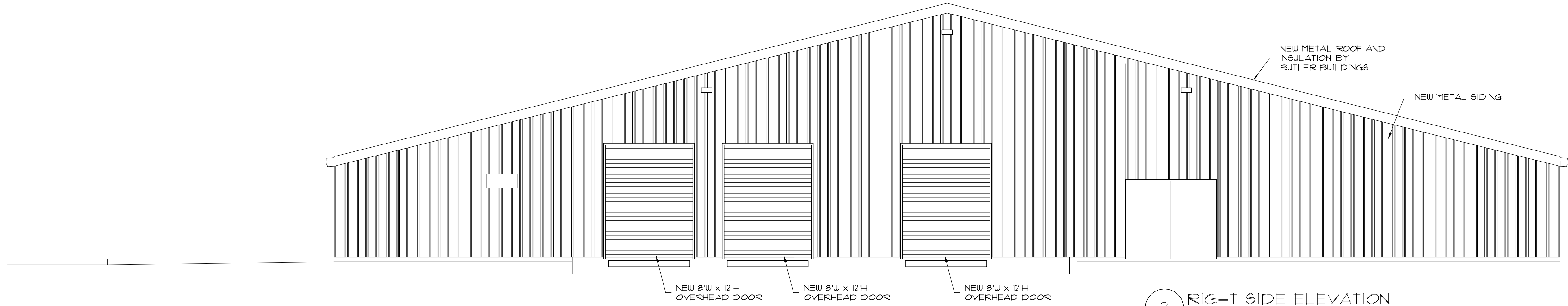
MARK	DATE	DESCRIPTION
07-12-2021	review	
07-27-2021	review remarks	
01-19-2024	revised	
...
...
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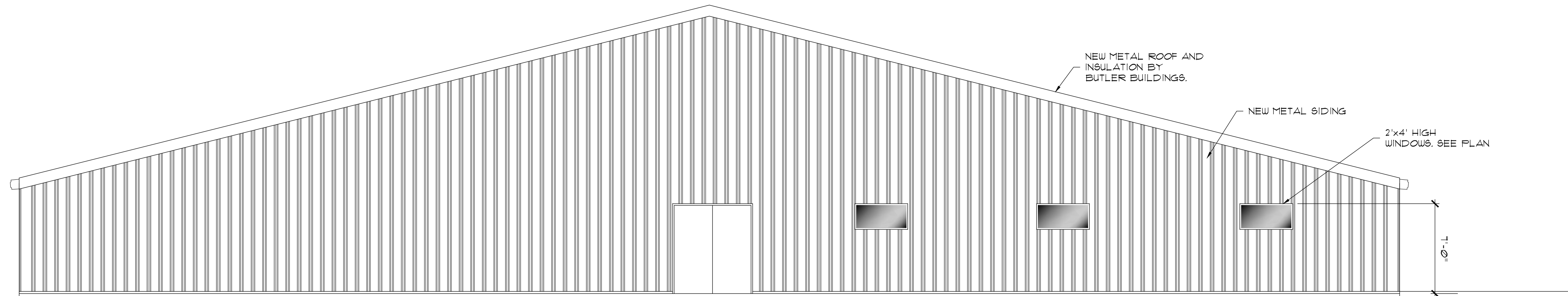
1 FRONT ELEVATION
3/16"=1'-0"



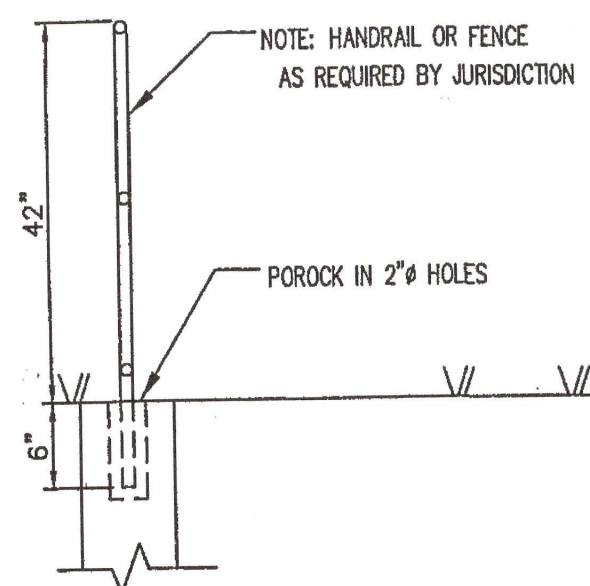
2 REAR ELEVATION
3/16"=1'-0"



3 RIGHT SIDE ELEVATION
3/16"=1'-0"

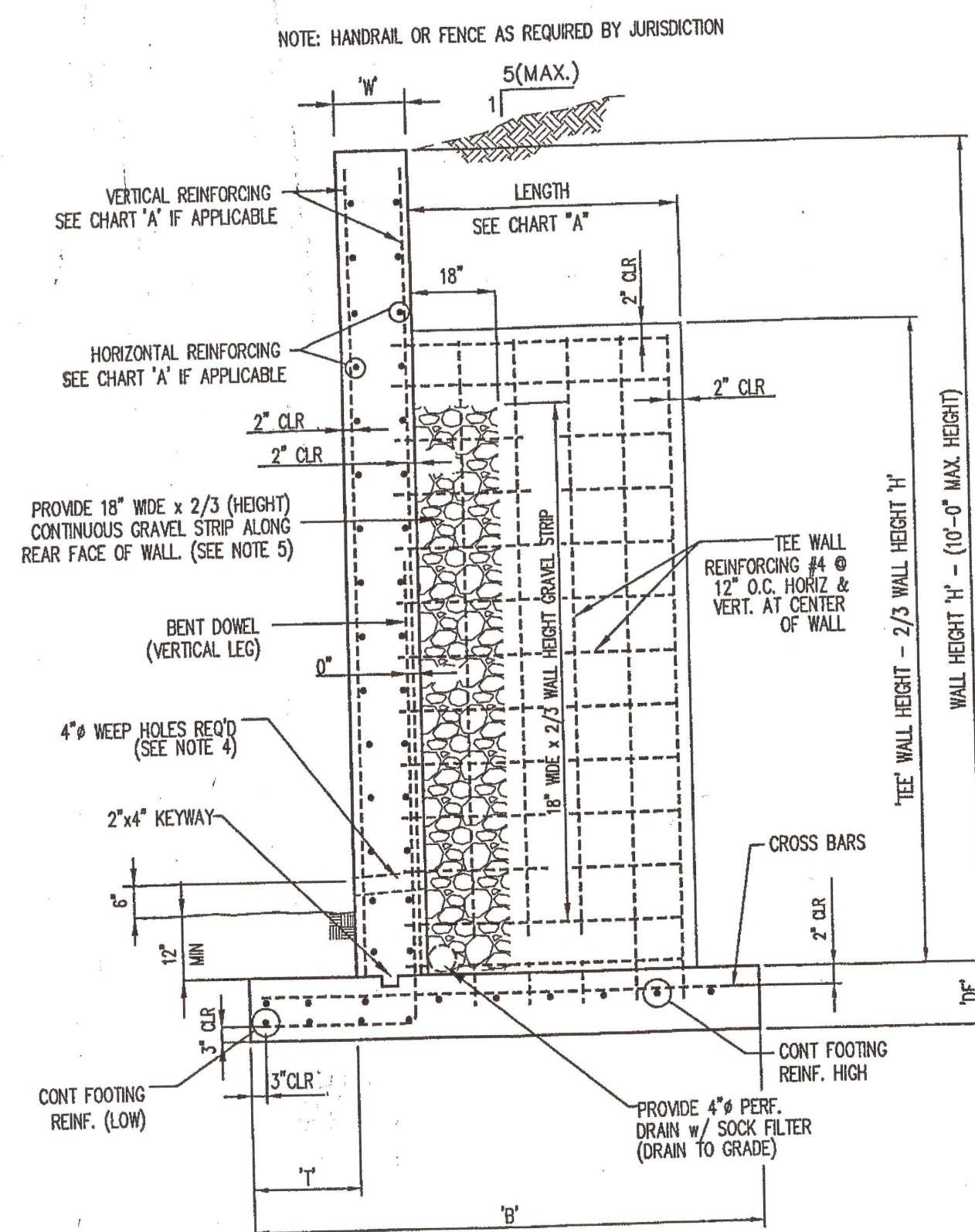


4 LEFT SIDE ELEVATION
3/16"=1'-0"



HANDRAIL DETAIL
SCALE: NOT TO SCALE

LAP SPICE CHART	
BAR SIZE	SPICE (IN)
4	29
5	36
6	43
7	63
8	72



VERTICAL FACE RETAINING WALL DETAIL
SCALE: NOT TO SCALE

* 'TEE WALL' SPACING TO BE AS SHOWN IN CHART OR FROM WALL OFFSET.

VERTICAL RETAINING WALL SPECIFICATIONS

WALL HEIGHT 'H'	WALL WIDTH 'W'	REAR FACE		FRONT FACE		'TEE' WALL SPECIFICATIONS		
		VERTICAL REINF.	HORIZ. REINF.	VERTICAL REINF.	HORIZ. REINF.	'TEE' LENGTH	'TEE' WIDTH	'TEE' SPACING
UP TO 4'	10"	#4 @ 8"	#4 @ 18"	#4 @ 8"	#4 @ 18"	-	-	-
OVER 4' UP TO 6'	10"	#4 @ 8"	#4 @ 18"	#4 @ 8"	#4 @ 18"	-	-	-
OVER 6' UP TO 8'	10"	#4 @ 8"	#4 @ 18"	#4 @ 8"	#4 @ 18"	-	-	-
OVER 8' UP TO 10'	10"	#4 @ 8"	#4 @ 18"	#4 @ 8"	#4 @ 18"	1'-11"	10"	12' C-C

CHART "A"

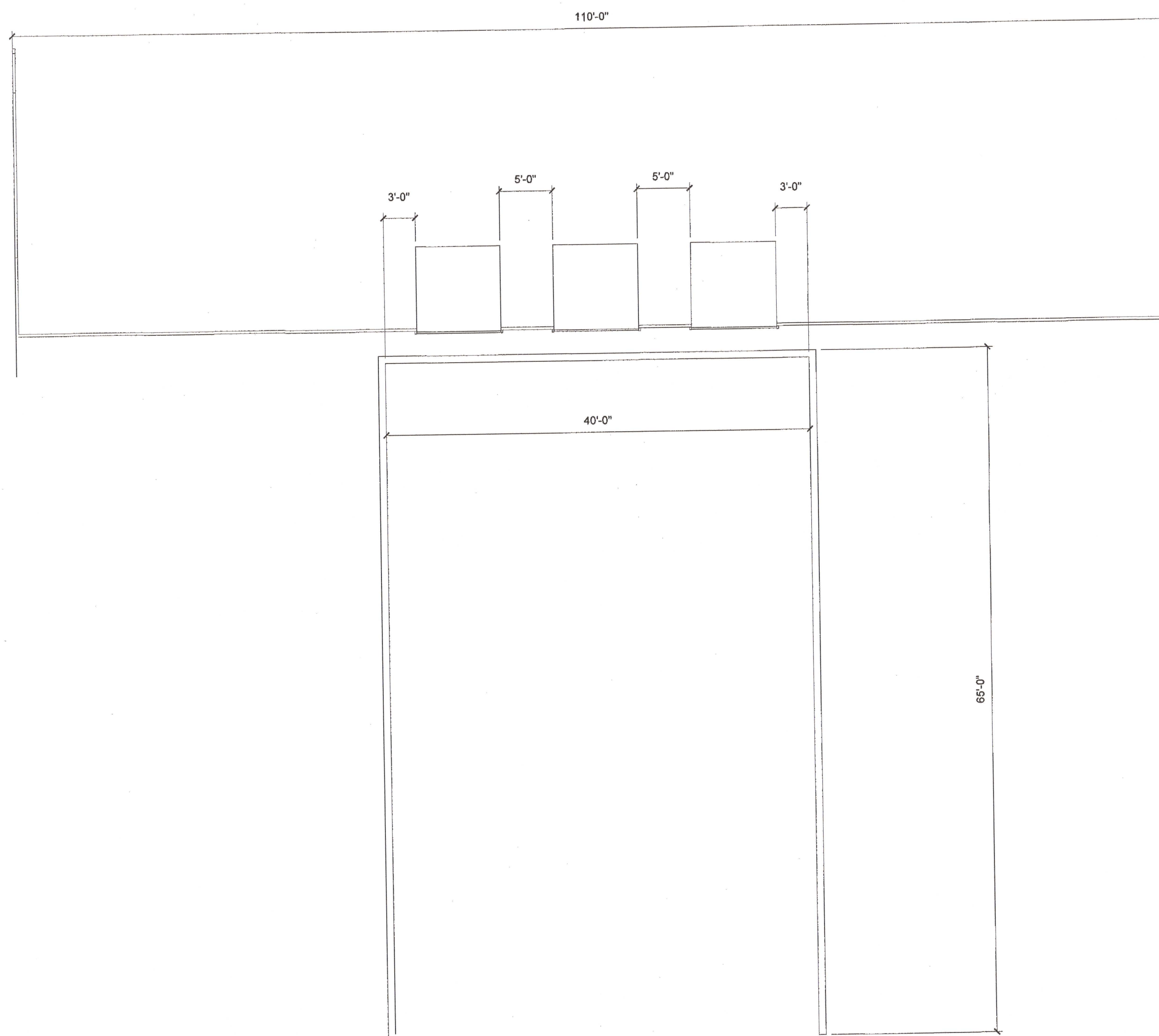
RETAINING WALL FOOTING SPECIFICATIONS

WALL HEIGHT 'H'	FTG. WIDTH 'B'	TOE WIDTH 'T'	FTG. DEPTH 'D'	BENT DOWELS		CROSS-BAR REINF.	CONTINUOUS FTG. REINFORCEMENT	
				SIZE AND SPACING	HORIZ. LEG		# HIGH	# LOW
UP TO 4'	2'-0"	7"	12"	#4 @ 8"	3'-2"	1'-0"	#5 @ 14"	#4 @ 18"
OVER 4' UP TO 6'	2'-6"	1'-0"	12"	#4 @ 8"	3'-2"	1'-5"	#5 @ 14"	#4 @ 18"
OVER 6' UP TO 8'	3'-8"	1'-6"	12"	#4 @ 8"	3'-2"	1'-11"	#5 @ 14"	#4 @ 18"
OVER 8' UP TO 10'	4'-11"	2'-0"	12"	#5 @ 8"	3'-9"	2'-5"	#5 @ 14"	#4 @ 18"

CHART "B"

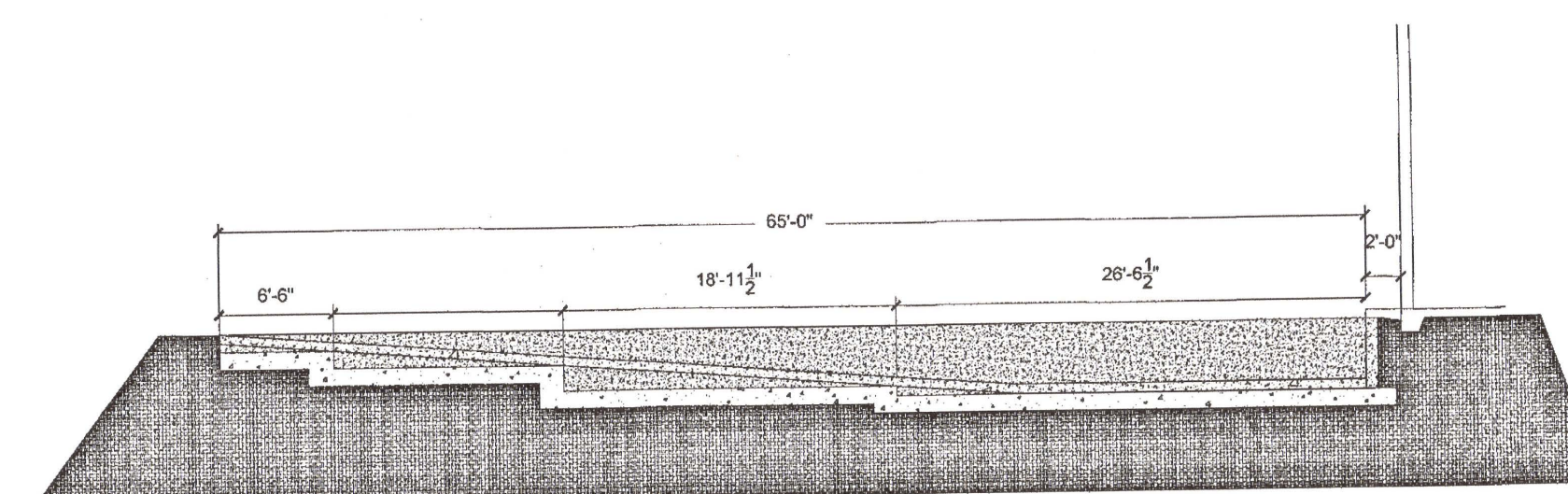
GENERAL NOTES:

- CONCRETE SHALL BE 3,000 PSI @ 28 DAYS WITH A SLUMP OF 5" ± 1". CONCRETE SHALL BE AIR ENTRAINED 3% TO 5%.
- REINFORCING GRADE 60, ASTM A615.
- REINFORCING STEEL TO BE SET WITH CLEARANCE TO NEAREST FACE. (AS SHOWN ON PLAN)
- PROVIDE 4" THRU-WALL DRAINS SPACED 8'-0" CENTER TO CENTER AT BOTTOM FINISHED GRADE AT THE TOE. SHOULD BE CONSTRUCTED WITHIN 6" OF THE INVERT ELEVATIONS OF THE 4" WEEP HOLES. FOR WALLS OVER 12' HIGH, ADDITIONAL 4" THRU-WALL DRAINS SPACED 8'-0" CENTER TO CENTER AT MIDHEIGHT SHALL BE PROVIDED.
- PROVIDE 18" WIDE x 2/3 (HEIGHT) OF WALL, CONTINUOUS GRAVEL STRIP BEHIND WALL.
- CONCRETE MUST CURE FOR 28 DAYS PRIOR TO BACKFILLING WALL.
- USE OF THIS STANDARD DESIGN MUST BE APPROVED IN WRITING BY THE UNDERSIGNED FOR EACH SPECIFIC APPLICATION.
- COMPACT BACKFILL TO 95% OF MODIFIED PROCTOR, USE SMALL OR HAND HELD EQUIPMENT NEAR WALL.
- INSPECTION SHALL BE PERFORMED PRIOR TO PLACING OF CONCRETE BY A REPRESENTATIVE OF THE FIRM: MACON E. GOODEN, BUILDING CONSULTANTS, INC.
- FOOTING DESIGN APPLIES FOR FOUNDATION CONSTRUCTED ON ORIGINAL CUT GRADE ONLY. IF A FILL CONDITION EXISTS, CONTACT A REPRESENTATIVE OF THE FIRM: MACON E. GOODEN, BUILDING CONSULTANTS, INC.
- MINIMUM ALLOWABLE BEARING CAPACITY SHALL BE VERIFIED BY A REPRESENTATIVE OF THE FIRM: MACON E. GOODEN, BUILDING CONSULTANTS, INC.

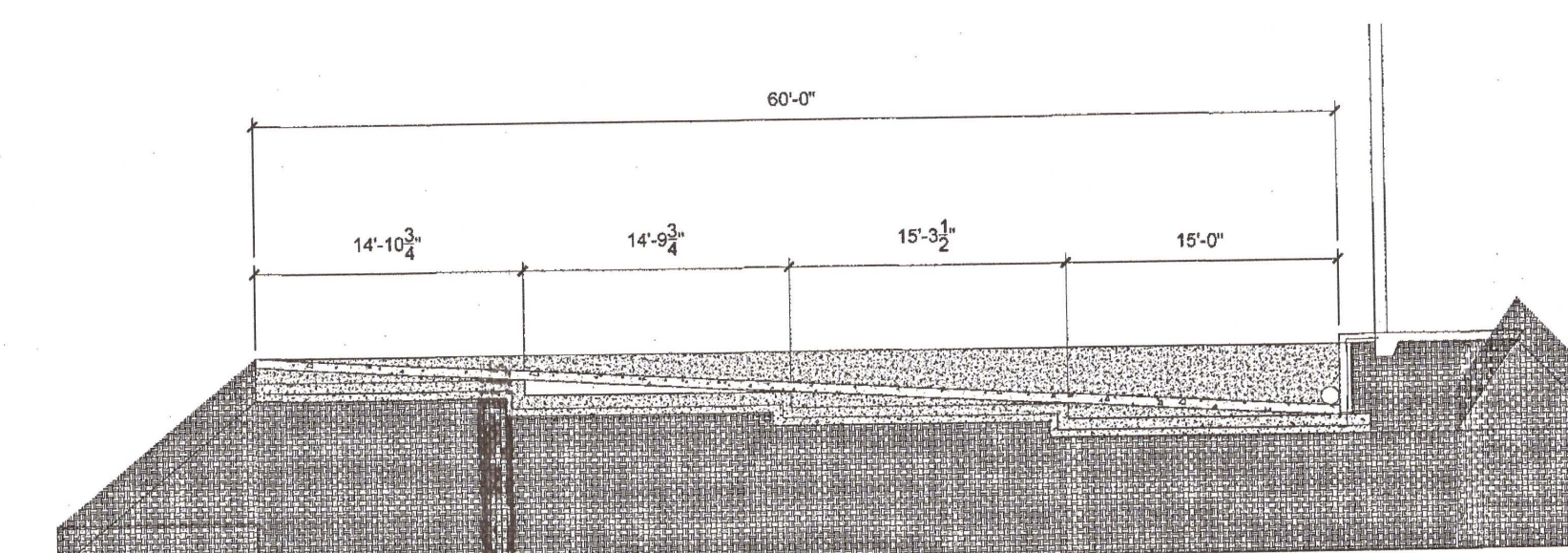


PLAN VIEW

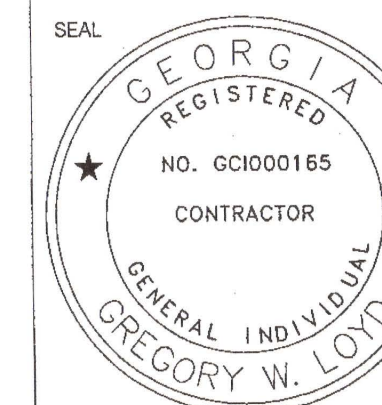
SCALE: 1/8" = 1'



OPT. 1



OPT. 2



GEORGE E. MERCURY, LLC

2205 OLD HAMILTON
PL SUITE 400
GAINESVILLE, GA 30501
FAX: 770.534.1795
CELL: 678.283.5898

PROJECT

SERMAVICA, LLC
446 HIGHLAND DR
GAINESVILLE, GA

PROJECT OWNER

JOE BAUZA
504 ATLANTA HWY
GAINESVILLE, GEORGIA
470-301 5121

RELEASED FOR CONSTRUCTION: 00/00/00
PRELIMINARY NOT FOR CONSTRUCTION: 00/00/00

REVISION

MARK	DATE	DESCRIPTION
	5.12.21	RESPONSE TO COM

© COPYRIGHT 2021. ALL IDEAS, DESIGN, DIAGRAMS, ELEVATIONS AND PLANS INK BY THIS DRAWING ARE THE PROPERTY OF GEORGE E. MERCURY, LLC. AND WERE CREATED AND DEVELOPED FOR THIS PROJECT AND MAY NOT BE ALTERED, CHANGED, MODIFIED, DISTRIBUTED OR USED FOR CONSTRUCTION UNLESS PROVIDED WITH A WRITTEN AGREEMENT FROM GEORGE E. MERCURY, LLC. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY FIELD CONDITIONS ON THE JOB, AND NOT BE RESPONSIBLE FOR ANY DISCREPANCY.

SHEET

FLOOR PLAN

A1.0

SERMAVICA.DWG

BEFORE



AFTER





BEFORE

AFTER





BEFORE

AFTER



LEFT SIDE VIEW



BEFORE

AFTER





Legal Description:

All that tract or parcel of land lying and being in Land Lot 169, 9th Land District, Hall County, Georgia and being a portion of Lot 7 and all of Lot 8, Highland Industrial Park Subdivision as recorded in Plat Book 77, Page 202, Hall County, Georgia plat records together with additional property as shown on a plat prepared by Patton Land Surveying, LLC, for Sermavica, LLC, last revised July 5th, 2023 and being more particularly described as follows:

Commencing at a PK set at the centerline intersection of West Highland Drive (50' wide right-of-way) & Highland Terrace, located at Georgia State Plane Coordinate Northing 1557415.26, Easting 2394553.74, Georgia West Zone, North American Datum of 1983/2007 adjustment, THENCE South 56 degrees 26 minutes 00 seconds West for a distance of 442.26 feet to a 1/2" rebar pin found on the Northwesterly cul-de-sac right-of-way line of said West Highland Drive (having a 50' radius) and said point being the TRUE POINT OF BEGINNING.

Thence following the Northwesterly and Westerly cul-de-sac right-of-way line of said West Highland Drive the following course:

Thence along a curve to the left having a radius of 50.00 feet and an arc length of 113.65 feet, being subtended by a chord of South 19 degrees 14 minutes 00 seconds West for a distance of 90.72 feet to a 1/2" rebar pin set;

Thence leaving the Westerly cul-de-sac right-of-way line of said West Highland Drive the following courses:

Thence South 68 degrees 04 minutes 01 seconds West for a distance of 101.39 feet to a 1/2" rebar pin found; Thence North 30 degrees 12 minutes 47 seconds West for a distance of 328.02 feet to a point on the centerline of Flat Creek;

Thence following the centerline of Flat Creek the following courses:

Thence North 73 degrees 09 minutes 54 seconds East for a distance of 4.90 feet to a point;
Thence South 16 degrees 14 minutes 02 seconds East for a distance of 5.20 feet to a point;
Thence North 52 degrees 12 minutes 49 seconds East for a distance of 45.17 feet to a point;
Thence North 50 degrees 37 minutes 26 seconds East for a distance of 64.77 feet to a point;
Thence North 61 degrees 09 minutes 12 seconds East for a distance of 27.84 feet to a point;
Thence North 46 degrees 36 minutes 29 seconds East for a distance of 113.26 feet to a point;
Thence North 54 degrees 00 minutes 38 seconds East for a distance of 78.11 feet to a point;
Thence North 46 degrees 44 minutes 59 seconds East for a distance of 42.29 feet to a point;
Thence North 52 degrees 37 minutes 32 seconds East for a distance of 62.75 feet to a point;
Thence North 50 degrees 39 minutes 12 seconds East for a distance of 16.61 feet to a point;

Thence leaving the centerline of Flat Creek the following courses:

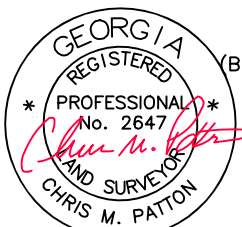
Thence South 27 degrees 00 minutes 48 seconds East for a distance of 185.98 feet to a 1/2" rebar pin set; Thence South 45 degrees 03 minutes 55 seconds West for a distance of 251.49 feet to a 1/2" rebar pin set; Thence South 15 degrees 45 minutes 30 seconds East for a distance of 100.33 feet to a 1/2" rebar pin found and said point being the POINT OF BEGINNING.

Said property contains 2.52 acres more or less.



LAND SURVEYING, LLC
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



HALL COUNTY SURVEYOR

LEGAL DESCRIPTION FOR:

SERMAVICA LLC

(BEING A PORTION OF LOT 7 AND ALL OF LOT 8 OF THE HIGHLAND INDUSTRIAL PARK SUBDIVISION AND ADDITIONAL PROPERTY)

- L O C A T E D I N -

**LAND LOT 169
9TH LAND DISTRICT
HALL COUNTY, GEORGIA**

SCALE:
N/A

DATE:
12/27/2023

23-048.01.dwg
JN. 23-048

RESOLUTION BR-2024-11

448 WEST HIGHLAND DRIVE ANNEXATION WAIVER

WHEREAS, the City of Gainesville owns and operates a sanitary sewer collection system serving the City of Gainesville and surrounding areas; and

WHEREAS, the City of Gainesville requires property owners who desire to connect to the sanitary sewer collection system to annex into the corporate limits of the City of Gainesville prior to connection when contiguous to the City Limits; and

WHEREAS, in some instances, the City may desire to provide sanitary sewer service to property which is contiguous to the municipal boundaries of the City for protection of the public health and welfare of the community, despite the proposed use of said property not conforming to the City Unified Land Development Code and/or despite the proposed use of said property being inconsistent with the City Comprehensive Future Land Use Plan; and

WHEREAS, in these instances, the City of Gainesville will allow connection to the City's sanitary sewer collection system without requiring annexation into the City Limits but will require execution of a sanitary sewer service agreement and power of attorney for future annexation of said property; and


WHEREAS, the developer, 448 West Highland Drive Property, LLC, proposes a further poultry processing facility encompassing the property located at 448 West Highland Drive and has formally requested, in writing, the annexation requirement for connection to the City's sanitary sewer system be waived; and

WHEREAS, Community and Economic Development Department staff have identified the nature of the development to be non-conforming with the City's Comprehensive Future Land Use Plan.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves this request to allow connection of the proposed development to the City's sanitary sewer system without annexing.


BE IT FURTHER RESOLVED THAT the Mayor, City Manager and/or City Attorney are authorized to sign any and all documents that may be necessary to effectuate the connection of the Property to the City's sanitary sewer system.

Adopted this 16th day of April, 2024.


W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:


Denise O. Jordan, City Clerk



Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, May 10, 2024 8:51 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning); Katie L. Greenway (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HPCP Tentative Agenda 6.17.24

Please find Environmental Health comments below:

Item 1, 5231 Whitehall Road, Cantrell: 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 2, 448 West Highland Drive, Faria: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 3, 4336/4370/4420 Benefield Road, Edge City Properties: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Monday, May 20, 2024 9:53 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for June 17, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, May 9, 2024 9:16 AM
Subject: Tentative Planning Agenda for June 17, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, June 17, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Thursday, May 16th**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – June 3, 2024

NEW BUSINESS

1. [5231 Whitehall Road | Appeal of an administrative official](#) | on a 1.45± acre tract located on the south side of Whitehall Road, approximately 2,300 feet from its intersection with Noah Martin Road | Zoned AR-IV; Tax Parcel 15007 000290 | **Proposed Use: Pole barn** | * Commission District 3 | **Julian Cantrell, applicant. No GDOT coordination required.**
2. [448 West Highland Drive | Use Subject to County Commission Approval](#) | 17.160.040 Food processing involving animals | on a 2.57± acre tract located at the terminus of West Highland Drive | Zoned I-I, Tax Parcel 00128 002009G | **Proposed Use: Food processing involving animals** | ** Commission District 4 | **Jose Luis Bauza Faria No GDOT coordination required.**
3. [4336, 4370, & 4420 Benefield Road | Rezone](#) | from Agricultural Residential IV (AR-IV) and Planned Commercial Development (PCD) to Planned Residential Development (PRD) | on a combined 68.83± acre tract located on the south side of Benefield Road, approximately 900 feet from its intersection with Village South Drive

| Zoned AR-IV and PCD; Tax Parcels 15028 000014, 000070, & 000090 (pt.) | Proposed Use: 302-unit residential development | ** Commission District 1 | Edge City Properties, Inc., applicant No GDOT coordination required.

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, July 25, 2024**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, July 25, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

From: Bill Nash, Director of Public Works and Utilities

Date: May 16, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: June 17, 2024 - Hall County Planning Commission Agenda

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the June 17, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [5231 Whitehall Road | Appeal of an administrative official | on a 1.45± acre tract located on the south side of Whitehall Road, approximately 2,300 feet from its intersection with Noah Martin Road | Zoned AR-IV; Tax Parcel 15007 000290 | Proposed Use: Pole barn | * Commission District 3 | Julian Cantrell, 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 comments
 - c. **Utilities:** No sewer in area. Hall County sewer area.
2. [448 West Highland Drive | Use Subject to County Commission Approval | 17.160.040 Food processing involving animals | on a 2.57± acre tract located at the terminus of West Highland Drive | Zoned I-I, Tax Parcel 00128 002009G | Proposed Use: Food processing involving animals | ** Commission District 4 | Jose Luis Bauza Faria](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.
Show FEMA and Hall County studied Flood plains that are present on site.
 - b. **Traffic:** No comments
 - c. **Utilities:** Gainesville sanitary sewer connection is in the CDS to the north.
3. [4336, 4370, & 4420 Benefield Road | Rezone | from Agricultural Residential IV \(AR-IV\) and Planned Commercial Development \(PCD\) to Planned Residential Development \(PRD\) | on a combined 68.83± acre tract located on the south side of Benefield Road, approximately 900 feet from its intersection with Village South Drive | Zoned AR-IV and PCD; Tax Parcels 15028 000014, 000070, & 000090 \(pt.\) | Proposed Use: 302-unit residential development | ** Commission District 1 | Edge City Properties, Inc., applicant](#)

- a. Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wooded vegetation not centerline of stream.

As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required.
- b. Traffic:** Recommend improvements identified in the traffic impact study be required. Some will require GDOT coordination.

Per County Code, a left turn lane and decel (right) turn lane will be required for both proposed Benefield Road access points. Recommend this be a condition.

Any design elements that do not meet County Code 16.60 will need a variance this includes proposed off-site guest parking areas, distance between intersections, curve radii, minimum length of a cul-da-sac, etc.
- c. Utilities:** Nearest sanitary sewer is west access Winder Hwy on Howington Rd. – Hall County sewer.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Thursday, May 23, 2024 3:42 PM
To: Anael Dominguez (CDI: Planning)
Cc: Beth Garmon (CDI: Planning)
Subject: Fire Comment

Monday, June 17, 2024 Hall County Planning Commission Meeting.

[448 West Highland Drive | Use Subject to County Commission Approval | 17.160.040 Food processing involving animals | on a 2.57± acre tract located at the terminus of West Highland Drive | Zoned I-I, Tax Parcel 00128 002009G | Proposed Use: Food processing involving animals | ** Commission District 4 | Jose Luis Bauza Faria](#)

Hall County Fire Marshal Comments: The existing vacant building and site do not meet fire code for fire apparatus accessibility and life safety. If approved, Georgia registered Engineered site development plans followed by Georgia registered Architectural plans will have to be submitted for review and approval by the Hall County Development Review Team and Building Department. Additional life safety requirements may apply such as the installation of a fire protection system, fire alarm, and emergency radio communication test to determine if a bi-directional antenna system will be required.

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: JOSE LUIS BAUZA FARIA

REQUEST: USE SUBJECT TO COUNTY COMMISSION

APPROVAL FOR FOOD PROCESSING INVOLVING

ANIMALS
COUNTY COMMISSION

PLANNING COMMISSION

Date: JUNE 17, 2024

Time: 5:15 P.M.

Date: July 25, 2024

Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



AGENDA ITEM

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

REPORT TO: Work Session (07/22/24)

REPORT TO: Voting Meeting (07/25/24)

ITEM NO: 391/2024

SUBJECT: **1560 Pine Valley Road | Rezone** | from Planned Residential Development (PRD) to Planned Industrial Development (PID) | on an approximately 3.0± acre tract located on the west side of Pine Valley Road, approximately 1,330 feet from its intersection with White Sulphur Road | Zoned PRD; Tax Parcels 09124 000039 (pt.) | **Proposed Use: Self-storage warehouse** | Commission District 3 | **Shadow Stone Partners, LLC, applicant**

Meetings:

Work Session Date: 07/22/24

Voting Meeting Date: 07/25/24

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions:

1. The property shall be developed in accordance with the site plan dated March 28, 2024, and as described in the project narrative submitted on April 22, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The facility shall be limited to 72,000 square feet total and to three stories, including the basement.
3. 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.
4. All conditions of zoning shall be made a part of any plats or construction plans created for the development.
5. The facility shall be designed in accordance with the submitted renderings dated March 28, 2024. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the building. Vinyl or metal siding is prohibited. Final design shall be approved by the Assistant Director of Planning and Development.
6. The frontage strip shall include masonry columns every 50 feet and decorative iron fence. All other fencing shall be black vinyl-coated chain link.
7. Normal office hours shall be 8:00am to 6:00pm. Access via a secure keypad for customers shall be limited to 5:00am to 11:00pm daily.
8. There shall be a 30 foot buffer along the boundary adjacent to parcel 09124 000042B with the first 20 feet along the property line being undisturbed and the remaining 10 feet being a planted evergreen buffer. Final review of the landscape plan shall be subject to the approval of the Assistant Director of Planning and Development or their designee.

Purpose of Request:

History:

1560 Pine Valley Road | Rezone | from Planned Residential Development (PRD) to Planned Industrial Development (PID) | on an approximately 3.0± acre tract located on the west side of Pine Valley Road, approximately 1,330 feet from its intersection with White Sulphur Road | Zoned PRD; Tax Parcels 09124 000039 (pt.) | **Proposed Use: Self-storage warehouse** | Commission District 3 | **Shadow Stone Partners, LLC, applicant**

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Narrative
Updated Site Plan
Original Site Plan
Maps
Updated Elevations
Original Elevations
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Public Comments
Notice Sign Photo



Hall County Government

COMMUNITY DEVELOPMENT & INFRASTRUCTURE PLANNING AND ZONING

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
Beth Garmon

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

From: Beth Garmon, Director of Planning & Zoning

Date: July 8, 2024

Subject: **1560 Pine Valley Road | Rezone** | from Planned Residential Development (PRD) to Planned Industrial Development (PID) | on an approximately 3.0± acre tract | **Proposed Use: Self-storage warehouse | Shadow Stone Partners, LLC, applicant**

The request before you is the request of Shadow Stone Partners, LLC to rezone from Planned Residential Development (PRD) to Planned Industrial Development (PID) to allow a self-storage warehouse. This item is located within Commission District 3.

At their June 17, 2024 meeting, the Hall County Planning Commission voted to recommend approval with eight (8) conditions **(3-1, Pilcher opposed and Sosebee absent).**

Staff recommendation: **Denial**, as the proposed use is not consistent with the surrounding zoning districts and the Comprehensive Plan.

Public Comment:

- June 3, 2024 HCPC: **Two (2) comments** were submitted in advance of the meeting and **four (4) people spoke in opposition** during the public hearing
- June 17, 2024 HCPC: **No comments** were submitted in advance of the meeting and **two (2) people spoke in opposition** during the public hearing.

Planning Commission Conditions:

- The property shall be developed in accordance with the site plan dated March 28, 2024, and as described in the project narrative submitted on April 22, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
- The facility shall be limited to 72,000 square feet total and to three stories, including the basement.

3. 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.
4. All conditions of zoning shall be made a part of any plats or construction plans created for the development.
5. The facility shall be designed in accordance with the submitted renderings dated March 28, 2024. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the building. Vinyl or metal siding is prohibited. Final design shall be approved by the Assistant Director of Planning and Development.
6. The frontage strip shall include masonry columns every 50 feet and decorative iron fence. All other fencing shall be black vinyl-coated chain link.
7. Normal office hours shall be 8:00am to 6:00pm. Access via a secure keypad for customers shall be limited to 5:00am to 11:00pm daily.
8. There shall be a 30 foot buffer along the boundary adjacent to parcel 09124 000042B with the first 20 feet along the property line being undisturbed and the remaining 10 feet being a planted evergreen buffer. Final review of the landscape plan shall be subject to the approval of the Assistant Director of Planning and Development or their designee.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Shadow Stone Partners, LLC

Request Rezone from Planned Residential Development
(PRD, 7.180.060) to Planned Industrial
Development (PID, 17.180.090)

Proposed Use Self-storage warehouse

Size 3.0± acres

Zoning Current: Planned Residential Development
(PRD, 7.180.060) | Proposed: Planned Industrial
Development (PRD, 17.180.090)

Location **1560 Pine Valley Road** | Tax parcel 09124
000039 (pt.)

Commission District Three

Planning Commission Date June 3, 2024

Staff Recommendation **Denial**, as the proposed use is not consistent
with the surrounding zoning districts and the
Comprehensive Plan.

Record Number HZON24-0016

Planning Commission Recommendation **Approval, with conditions**
Vote: 3-1 (Pilcher opposed, Sosebee absent)

Planning Commission Conditions:

1. The property shall be developed in accordance with the site plan dated March 28, 2024, and as described in the project narrative submitted on April 22, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The facility shall be limited to 72,000 square feet total and to three stories, including the basement.
3. 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.

4. All conditions of zoning shall be made a part of any plats or construction plans created for the development.
5. The facility shall be designed in accordance with the submitted renderings dated March 28, 2024. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the building. Vinyl or metal siding is prohibited. Final design shall be approved by the Assistant Director of Planning and Development.
6. The frontage strip shall include masonry columns every 50 feet and decorative iron fence. All other fencing shall be black vinyl-coated chain link.
7. Normal office hours shall be 8:00am to 6:00pm. Access via a secure keypad for customers shall be limited to 5:00am to 11:00pm daily.
8. There shall be a 30 foot buffer along the boundary adjacent to parcel 09124 000042B with the first 20 feet along the property line being undisturbed and the remaining 10 feet being a planted evergreen buffer. Final review of the landscape plan shall be subject to the approval of the Assistant Director of Planning and Development or their designee.

Excerpts from the minutes of the June 17, 2024 meeting

Applicant's Presentation:

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

Erin Moore, 3120 Frontage Road, Gainesville, presented the request. The applicant presented the updated information for the request which included an updated site plan showing a change from a 30-foot planted buffer to a 20-foot undisturbed buffer, photos from several vantage points to show the view of the subject property from surrounding residential property, and proposed elevations with measurements. The applicant stated that the front elevation of the building will be 42 feet including the basement and 21 feet in the rear for the first and second floor.

Public Forum:

Marion L. Meeks, 1239 Lakestone Court, Gainesville, spoke in opposition. Concerns were the proximity of the project to residential neighborhoods, the industrial zoning, and the presence of several storage facilities in the county. Further, Mr. Meeks stated that he is also concerned about needed road work, increased traffic, and the opening of Sandra Dunagan Deal Elementary School.

Sharon Booth, 3726 Shades Valley Lane, Gainesville, spoke in opposition. Concerns were the sparse layer of existing trees intended for the development's buffer and the visibility of the proposed building from her home.

Rebuttal

The applicant stated the building will be complementary to the residences in the area. The applicant further stated that a storage facility will have one of the lowest impacts on traffic of uses that could be proposed for this site.

Planning Commission Comments:

Mr. Hunt questioned the distance from this requested development to the townhome development. The applicant stated she was not sure. Ms. Pilcher stated that, because the trees are all deciduous, the building will be visible in fall and winter months. The applicant agreed that the seasons will change the visibility but the trees will remain as a buffer. Mr. Hunt stated that a 10 foot strip of evergreen trees in addition to the 20 foot undisturbed buffer could be a solution. Mr. Hunt questioned if there will be road improvements at the intersection of White Sulphur Road and Pine Valley Road. The applicant stated the County will be doing the realignment of the road. Ms. Pilcher stated that she still believes the building will be out of place. Mr. Hunt questioned if signage on the building will have to go through a variance request. Ms. Garmon stated it would not since it is not in the Gateway Corridor Overlay District (GCOD). Mr. Hunt questioned if the four sides of the building will be brick. The applicant stated it would be a combination of brick and stucco. Mr. Braswell stated that in regards to Mr. Meeks' comments about traffic, he would like for Traffic Engineering to put road signs on Pine Valley Road prohibiting trucks over six wheels.

Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Varner.

Vote: 3-1 (Pilcher opposed, Sosebee absent)

Conditions:

1. The property shall be developed in accordance with the site plan dated March 28, 2024, and as described in the project narrative submitted on April 22, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The facility shall be limited to 72,000 square feet total and to three stories, including the basement.
3. 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.
4. All conditions of zoning shall be made a part of any plats or construction plans created for the development.
5. The facility shall be designed in accordance with the submitted renderings dated March 28, 2024. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the building. Vinyl or metal siding is prohibited. Final design shall be approved by the Assistant Director of Planning and Development.
6. The frontage strip shall include masonry columns every 50 feet and decorative iron fence. All other fencing shall be black vinyl-coated chain link.
7. Normal office hours shall be 8:00am to 6:00pm. Access via a secure keypad for customers shall be limited to 5:00am to 11:00pm daily.

8. There shall be a 30 foot buffer along the boundary adjacent to parcel 09124 000042B with the first 20 feet along the property line being undisturbed and the remaining 10 feet being a planted evergreen buffer. Final review of the landscape plan shall be subject to the approval of the Assistant Director of Planning and Development or their designee.

Excerpts from the minutes of the June 3, 2024 meeting

Applicant's Presentation:

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

Erin Moore, 3120 Frontage Road, Gainesville, presented the request. The applicant stated that after additional surveying and design work, the project ended up with an extra acre of land resulting in three unused acres. She states that instead of having it maintained by the HOA, the developer would like to construct a self-storage facility.

Public Forum:

Crystal Phillips, 3774 Shades Valley Lane, Gainesville, spoke in opposition. Concerns were safety, crime, negative impacts to her home value, increased traffic, and depletion of wildlife, overpopulation, and rodents from the development.

Linda Edmonds, 2051 Crow Road, Gainesville, spoke in opposition. Concerns were increased traffic on a small road, storage too close to surrounding residential area, and negative impacts to the residential character of the area.

Richard Ashley, 3766 Shades Valley Lane, Gainesville, spoke in opposition. Concerns were proximity of a warehouse building to the existing residents. He presented 23 signatures in opposition to the warehouse.

Betty Stevens, 2005 White Sulphur Road, Gainesville, spoke in opposition. Ms. Stevens represented Faith Baptist Church which opposes the development. Concerns were increased traffic from the storage facility as well as notice signs having been inadequately maintained on the property.

Rebuttal

The applicant stated that a storage facility is one of the lowest impacts to traffic. Furthermore, the applicant states that they do not expect the development to bring crime and that they are in compliance with the required buffers to shield the visibility to neighboring residential areas. The applicant stated that the notice signs were posted in the timeframe and in the locations as requested by Planning staff.

Planning Commission Comments:

Mr. Braswell questioned if the building would only be for climate control storage with no roll-up doors. The applicant stated that was correct. Mr. Varner questioned why the building was 3 stories tall. The applicant stated that it would be two stories with a basement, as dictated by the topography. Mr. Hunt questioned the fence height for the property. The applicant stated they will comply with any conditions proposed or zoning regulations. Mr. Braswell and Mr. Hunt questioned the signage for the building. Ms.

Greenway stated any proposed signage would only be brought in front of the Planning Commission if the applicant does not intend to meet the standard signage requirements of the county code. Ms. Pilcher questioned the proposed maximum height of the building and stated that the residents on Shades Valley Lane will get the full view of the three stories even with a fence and planted buffer. Mr. Varner stated that Pine Valley Road is over-utilized and the residents are not being presented all of the information needed. Mr. Braswell stated that there are a lot of unanswered questions that might need some additional time for design work. Mr. Hunt requested the height of the tallest point of the building as well as the existing tree height and coverage.

Keith Cook, 3120 Frontage Road, Gainesville, presented the request. Mr. Cook stated that he has no issues with providing additional information regarding visibility of the proposed building from the view of the adjacent residential areas.

Motion: A motion to table to June 17, 2024 was made by Mr. Hunt and seconded by Mr. Sosebee.
Vote: 5-0

Staff recommends DENIAL of the applicant's request. However, if the Planning Commission see fit to approve this application, staff recommends the following conditions:

1. The property shall be developed in accordance with the site plan dated March 28, 2024, and as described in the project narrative submitted on April 22, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The facility shall be limited to 72,000 square feet total and to three stories, including the basement.
3. 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.
4. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.

The following should be considered as exceptions to the Official Code of Hall County, and shall warrant further determination by the Board, should it choose to approve the submitted narrative and site plan:

- 17.260.020.B.Vegetation buffers and vision clearance
 3. Where an industrial use with no outside activity abuts residential use, the minimum buffer shall be 30 feet.
 - The applicant is proposing a 25 foot buffer where the subject property adjoins neighboring residentially-zoned property. This is a reduction of 5 feet from the standard.
 - The applicant also proposes a 25 foot transitional buffer on the west side of Pine Valley Road in order to provide additional screening of the development.

Summary Analysis

The applicant is requesting to rezone a 3.0± acre property zoned Planned Residential Development (PRD, 17.120) to Planned Industrial Development (PID, 17.180.090) for the purpose of developing a climate-controlled self-storage warehouse. The property is currently part of a previously approved Planned Residential Development (PRD, 17.180.060) consisting of 34.03± acres. The same applicant has also submitted a concurrent application to amend the conditions of zoning of the original PRD zoning action; part of this request includes the elimination of this 3.0± acres from the PRD development (see concurrent application HZCU24-0020.)

The subject property was rezoned from Agricultural Residential-III (AR-III, 17.110) to Planned Residential Development (PRD, 17.180.060) on January 27, 2022, for a 148-unit townhome development with the following 5 conditions:

1. The development shall be developed in accordance with 17.180.060, Planned Residential Development. The following variances shall apply:
 - a. The minimum lot size shall be 2,500 square feet.
 - b. The minimum lot width shall be 28’.
 - c. A minimum 50’ planted buffer shall be established along the perimeter of the property boundaries, per PRD standards.
 - d. Allow a maximum garage door width of 60% of facade.
 - e. Allow a front setback of 22’ from curve to garage.
2. The density of the development shall be no more than 148 units.
3. The applicant shall coordinate with Hall County Public Works and the Georgia Department of Transportation regarding any road improvements required as part of the traffic study or are determined as part of the development review process.
 - a. The development shall be limited to one access on Pine Valley Road at the northern most location as shown on the site plan.
 - b. Left and right turn lanes shall be installed on Pine Valley Road to access the development. A left turn lane shall be installed for the driveway opposite from the development.
 - c. Left and right turn lanes shall be installed on Pine Valley Road at White Sulfur Road.
 - d. Left turn lane shall be installed on White Sulfur Road to access Pine Valley Road.
 - e. Internal roadways of the development shall meet Hall County Standards.
 - f. The developer shall coordinate and permit any White Sulfur Road improvements with the City of Gainesville.
 - g. The developer shall bear all costs associated with any roadway and/or traffic related improvements.
4. All conditions of zoning shall be made part of any plats created for the development.
5. The following language shall be placed upon the Final Plat of the development as defined by section 17.20.830 of the Hall County Code of Ordinances, and it will read, “Owners and users of this property are informed of agricultural and industrial uses nearby and should expect noise, smell, and other associated with such uses.”

If the application for rezoning to PID is approved, these conditions will no longer apply to the subject 3.0± acre parcel and may be replaced by new conditions.

The surrounding properties to the north, east and west are developed with a mixture of both attached and detached residences. The property to the south is currently vacant; however, this tract was approved by the county commission on January 22, 2022 for the development of 148 townhome residences.

Per the submitted narrative and site plan, the development will consist of a two-story climate-controlled self-storage warehouse with basement; the building is approximately 160 feet by 150 feet with an aggregate square footage of approximately 72,000. Concept elevations show architectural materials consisting of a combination of stone and cement siding. The site plan shows a stormwater management area on the northwest portion of the property and a 25 foot landscape buffer along the west and south perimeters and a 25 foot landscape strip along Pine Valley Road. Per 17.260.020.B.3, where an industrial use with no outside activity abuts residential use, the minimum buffer shall be 30 feet. The proposed buffer would require the granting of a 5 foot variance by the board.

Access to the development is shown at the northeast corner of the development. The concept plan shows ten parking spaces. The narrative states that sign standards will be met; no master sign plan has been submitted as part of this request. The narrative also states that lighting for the development will be LED and non-spill. Sewer and water will be provided by the City of Gainesville.

Based on the future land use plan, staff finds the requested zoning designation is inconsistent with the Hall County Comprehensive Plan future land use designation of “Lake Area Residential.” The intent of the Lake Area Residential land use category is to preserve established neighborhoods and create opportunities for permanent and vacation residences similar in land use patterns to Residential Areas, but at lower residential densities. Future development will continue to be detached, single-family homes at low densities.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the following items must be considered:

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The applicant states that the abundance of multi-family development in the area would support the need for a self-storage facility as proposed.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the Planned Industrial Development (PID) with the specific self-storage use will adversely affect adjacent properties.**
3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property appears to have reasonable economic use as currently zoned.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **No traffic study was submitted as part of this request.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is inconsistent with the Comprehensive Plan and the “Lake Area Residential” land use designation.**

6. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The parcel is currently undeveloped.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **The ongoing growth of residential development in this area may support the need for the proposed self-storage warehouse use.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning is a Planned Industrial Development (PID, 17.180.090). Per the Official Code of Hall County, Planned Development Districts (17.180) are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. The proposed intensity of use is higher than that found on most surrounding properties.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposal is not out of scale with the needs of the county as a whole.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support industrial uses based on the Future Land Use Map, though the development as proposed cannot be developed in any districts without County Commission approval.**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process and as a result are subject to local, state,**

and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.

- 17.** Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

A Planned Industrial Development (PID, 17.180.090) allows for more flexibility in the design and development of the property and should consist of land which has been designated for a planned, organized and controlled industrial use or for multiple but compatible industrial uses in a planned industrial park. The standards employed should be designed to encourage the formation and continuance of a compatible environment for the planned industrial uses and the surrounding land uses. Carefully planned office and commercial uses may be incorporated as part of a planned industrial development.

17.380.050. - Submission requirements for a rezoning request

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **The proposal meets the requirement, and the applicant understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The proposal does provide a narrative outlining the intent of the request; however, the applicant has not prepared a response to each of the criteria listed in 17.380.060.C.**
 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets this requirement.**
- C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **This standard is not applicable to the applicant's request.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County

Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **This standard is not applicable to the applicant's request.**

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

In an email dated April 30, 2024, Emily McGahee stated “Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.”

Hall County Fire Marshal

In an email dated May 1, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, “The Hall County Fire Marshal’s Office considers the plan conceptual in nature, and if approved may require modifications during the development review process.”

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated May 2, 2024, Bill Nash, Director, stated the following:

Engineering:

No comment.

Traffic:

No comment.

Utilities:

City of Gainesville sewer system territory. Existing sewer system is to the south on the larger leftover portion of the site. The proposed storage building is lower in elevation than the existing sewer system. Additionally, an easement from the lower portion would need to be graded to the subject outparcel to access the sewer system.

Hall County Tax Assessor

No comments

Georgia Department of Transportation

In an email dated May 2, 2024, Veronica Chavers, D1TO Civil Engineer 3, stated that GDOT coordination is not required.

ZONING APPLICATION

Applicant (Name & Mailing Address)

SHADOW STONE PARTNERS, LLC

3120 FRONTAGE ROAD

GAINESVILLE, GA 30504

Phone 678-207-1508

Email Address keith@thecookandcompany.com

Proposed Use Rezone From PRD to PID for Self-Storage

Property Owner (Name & Mailing Address)

SHADOW STONE PARTNERS, LLC

3120 FRONTAGE ROAD

GAINESVILLE, GA 30504

Phone

Email Address

Contact Person (Name & Mailing Address)

C. Luke Pressley, P.E.

3120 Frontage Road.

Gainesville, GA 30504

Phone 678-267-7153

Email Address luke@thecookandcompany.com

Tax Parcel Number 09124 000203, 09124 000039, 09124 000039B

Location Address 1560 PINE VALLEY ROAD

Status of Applicant

☒ Owner

☐ Option to Purchase

☐ Area Resident

☐ Other

Requested Action

Existing Zoning: PRD

Rezone to: PID

Fee: \$

Receipt #:

Check #:

I hereby certify that the above information and all attached information are true and correct.

Sign

Date: 4/5/2024

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign

Date:

Staff Use Only

Application Date:

Taken by:

Tentative Planning Commission Date:

Tentative County Commission Date:

County Commission District:

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) SHADOW STONE PARTNERS, LLC

Address 3120 FRONTAGE ROAD

GAINESVILLE, GA 30504

Phone Number 678-207-1508

Name of applicant(s) SHADOW STONE PARTNERS, LLC

Address 3120 FRONTAGE ROAD

GAINESVILLE, GA 30504

Phone Number 678-207-1508

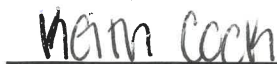
I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

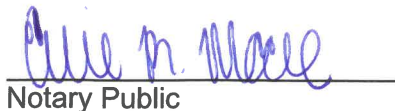
Signature of Owner(s)



Personally appeared before me

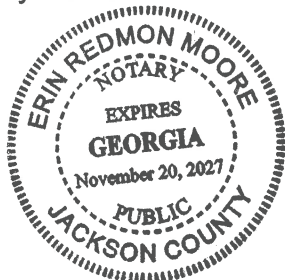


who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.



Notary Public

4.18.24
Date



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

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

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not 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: 4/5/2024

Applicant's/Owner's Name (Printed): KEITH COOK

April 5th, 2024

Hall County
2875 Browns Bridge Road
Gainesville, GA 30504
(770) 531-6809

LETTER OF INTENT

Rezoning for The Village at Pine Valley (Hall County, GA) (3-Acre Outparcel)
Tax Parcel No. 09124 000039

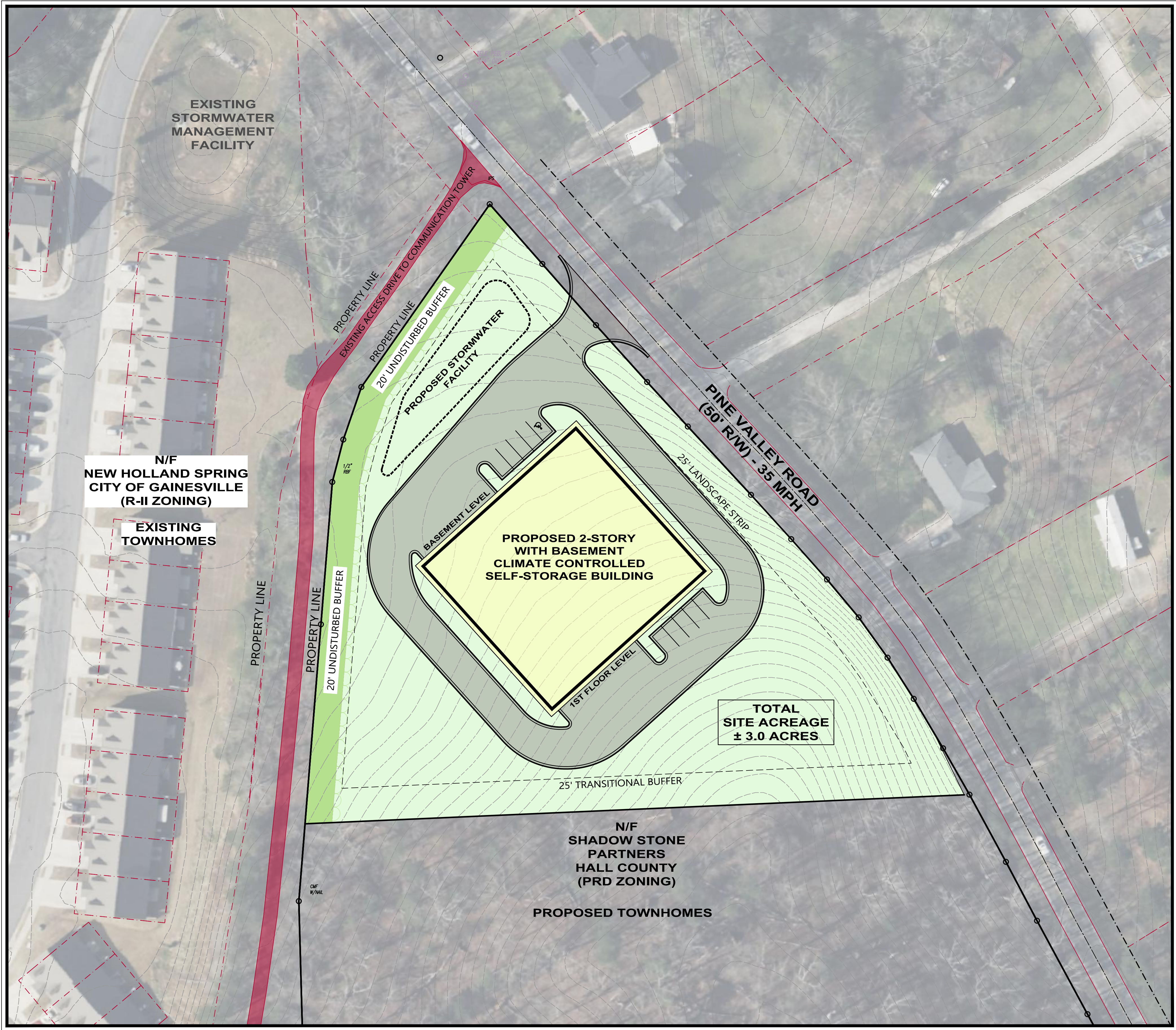
Shadow Stone Partners, LLC submits this Letter of Intent and attached application for the purpose of rezoning a proposed 3.0 Acre Outparcel from an existing PRD Zoning to a Site Plan Specific PID zoning for the purposes of building a 2-story (with basement) Climate Controlled Self-Storage Facility. Sample Elevations are provided with this rezoning application and the applicant intends to build something of similar size and quality. The PID Zoning is one of the few current zoning designations that allow for self-storage and the applicant is agreeable to restricting any uses not associated with the Self-Storage Facility. Shadow Stone Partners feels that this area of the county is experiencing rapid growth and feels that a quality climate-controlled self-storage facility is needed in the area. Both adjoining properties (excluding the adjacent telecommunication facility) are zoned for high-density housing and include single-family attached townhomes and multi-family apartments. Additionally, there are several projects in the near vicinity along White Sulfur Road that are currently being built for high-density housing which include townhomes and apartments. A proposed 25' Transitional Buffer is being placed along both property lines and a 25' Landscape Strip is being proposed along Pine Valley to help screen portions of the development. Any required lighting will be LED security non-spill lighting and any signage will adhere with Hall County Regulations.

The applicant and its representatives welcome the opportunity to meet with Hall County staff to answer any questions or concerns you may have. Shadow Stone Partners respectfully requests your approval of this application.

Respectfully,

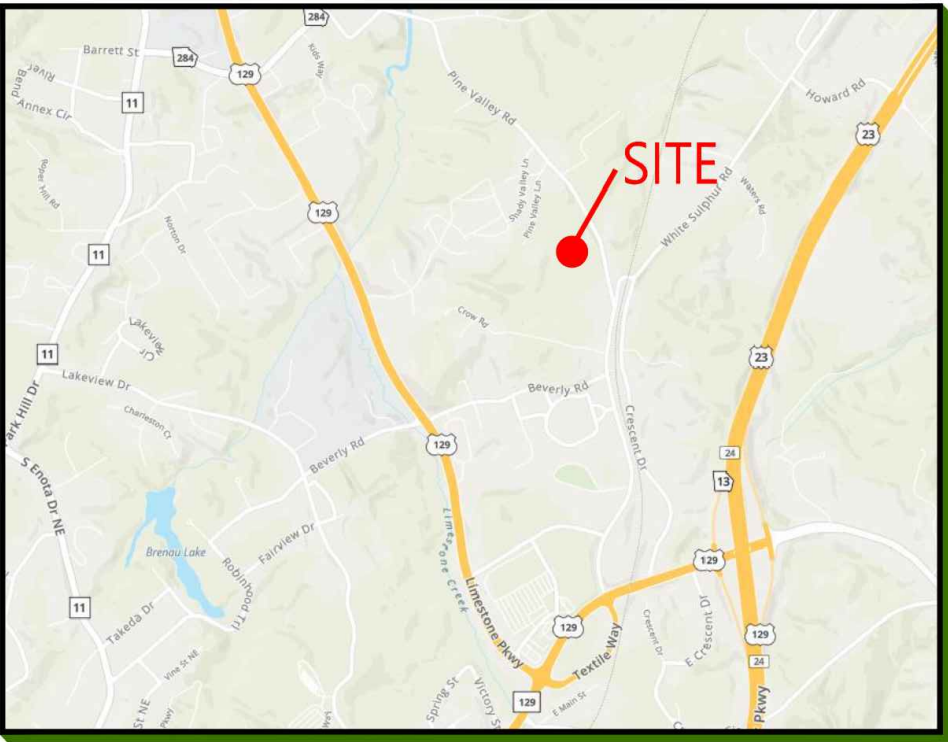
A handwritten signature in black ink, appearing to be 'K. Cook', written in a cursive style.

Keith Cook (Shadow Stone Partners, LLC)



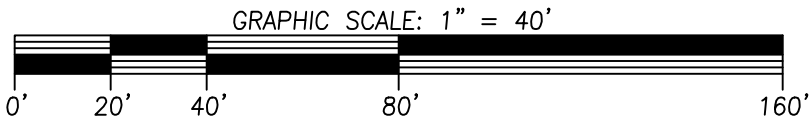
LEGEND

IPS	=	IRON PIN SET (1/2" REBAR)
IPF	=	IRON PIN FOUND
CMF	=	CONCRETE MONUMENT FOUND
OTF	=	OPEN TOP PIPE
BM	=	BENCHMARK
TBM	=	TEMPORARY BENCHMARK
CTP	=	CORNER TOP PIPE
LL	=	LAND LOT LINE
N/F	=	NOW OR FORMERLY
PL	=	PROPERTY LINE
BL	=	BUILDING LINE
QAD	=	GEORGIA MULTIDISTRICT
PL/PG	=	PLAT BOOK/PAGE
DR/PG	=	DEED BOOK/PAGE
CL	=	CENTERLINE
R/W	=	RIGHT-OF-WAY
S.S.E	=	SANITARY SEWER EASEMENT
D.E	=	DRAINAGE EASEMENT
B.E	=	BUFFER EASEMENT
U.E	=	UTILITY EASEMENTS
MH	=	MANHOLE
CB	=	CATCH BASIN
JB	=	JUNCTION BOX
HW	=	HEADWALL
DI	=	DROP INLET
PP	=	POWER/UTILITY POLE
FH	=	FIRE HYDRANT
GV	=	WATER VALVE
INV	=	INVERT ELEVATION
STA	=	STATION
B/C	=	BACK OF CURB
EP	=	EDGE OF PAVEMENT
SS	=	SANITARY SEWER LINE
SW	=	STORM SEWER PIPE
W	=	WATER LINE
ELEV	=	ELEVATION
CMP	=	CORRUGATED METAL PIPE
RCP	=	REINFORCED CONCRETE PIPE
DIP	=	DUCTILE IRON PIPE
PVC	=	POLYVINYLCHLORIDE PIPE
-910-	=	EXISTING CONTOUR ELEVATION
P	=	OVERHEAD POWER
T	=	OVERHEAD TELEPHONE
F	=	FENCE LINE
BR	=	BRANCH/CREEK/STREAM CENTERLINE
T.B.R	=	TO BE REMOVED



LOCATION MAP

- GENERAL NOTES:
1. TOTAL PROPERTY ACREAGE = ± 3.0 ACRES (TOTAL)
 2. EXISTING ZONING = PRD (HALL COUNTY)
 3. PROPOSED ZONING = PID (HALL COUNTY)
 4. PROPOSED USE = CLIMATE CONTROLLED SELF-STORAGE
 5. WATER AND SEWER SERVICE TO BE PROVIDED BY THE CITY OF GAINESVILLE.
 6. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE AS PER HALL COUNTY F.I.R.M. PANEL No. 13139C0183G EFFECTIVE 04/04/2018.



COOK
3120 FRONTAGE ROAD
GAINESVILLE, GA 30504
(678) 207-1509
www.thecookandcompany.com
P.E.F. #007243

PREPARED FOR:
SHADOW STONE PARTNERS, LLC
3120 FRONTAGE RD.
GAINESVILLE, GA 30504

KEITH COOK
(678) 207-1509
PROJECT NAME:

THE VILLAGE AT PINE VALLEY

TASK:
REZONING EXHIBIT

PROJECT INFORMATION:

THE VILLAGE AT PINE VALLEY
Project Name
21-011
Project Number
PINE VALLEY ROAD
Project Address
Land Lot No.(s)
District
HALL COUNTY, GEORGIA
County, State

PLAN REVISION

No.	DATE	DESCRIPTION
1		
2		
3		
4		



FOR REZONING PURPOSES ONLY
G.S.W.C.C. LEVEL II CERTIFIED
DESIGN PROFESSIONAL
No. 0000013059

CONTACT:
C. LUKE PRESSLEY, P.E.
(678) 267-7153
luke@thecookandcompany.com

SHEET

1 of 1

OLP
DESIGN
DATE
AS SHOWN
SCALE
21-011
PROJECT No.



COOK
3120 FRONTAGE ROAD
GAINESVILLE, GA 30504
(678) 207-1509
www.thecookandcompany.com
P.E.F. #007243

PREPARED FOR:
SHADOW STONE PARTNERS, LLC
3120 FRONTAGE RD.
GAINESVILLE, GA 30504

KEITH COOK
(678) 207-1509

PROJECT NAME:

THE VILLAGE AT PINE VALLEY

TASK:
REZONING EXHIBIT (LINE OF SIGHT)

PROJECT INFORMATION:

THE VILLAGE AT PINE VALLEY
Project Name
21-011
Project Number
PINE VALLEY ROAD
Project Address
Land Lot No.(s)
District
HALL COUNTY, GEORGIA
County, State

PLAN REVISION

No.	DATE	DESCRIPTION
1		
2		
3		
4		



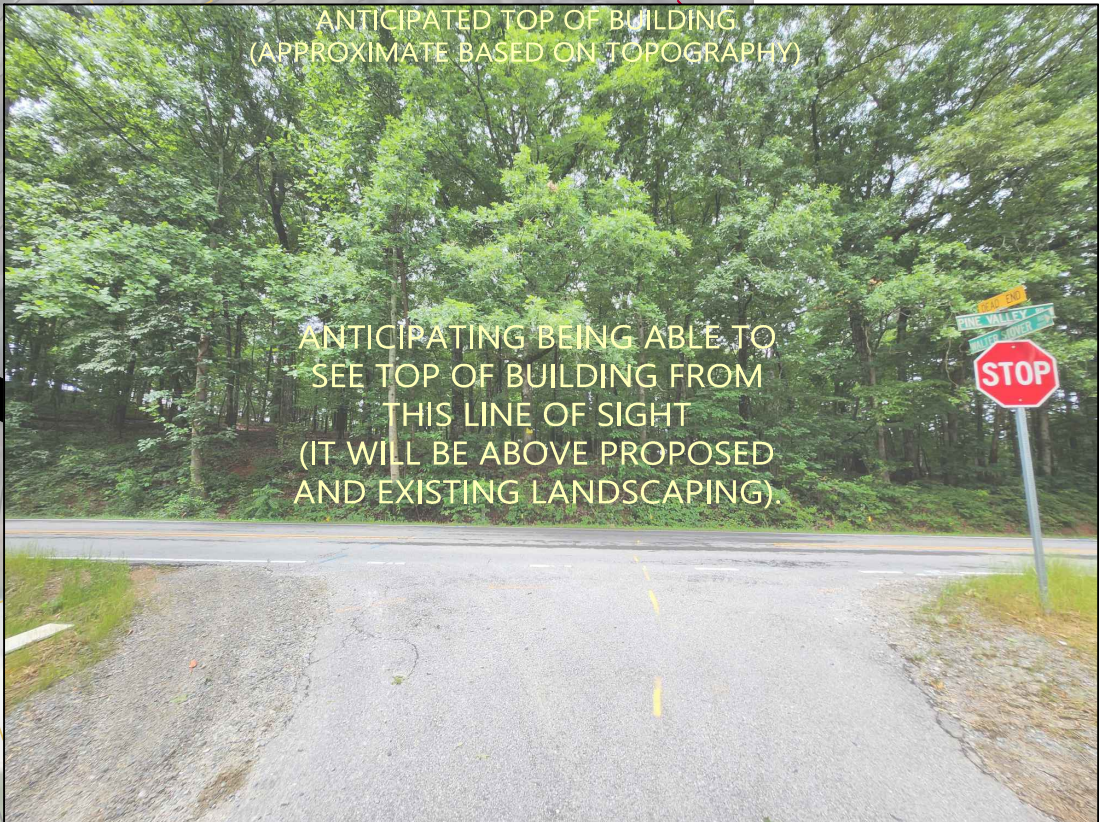
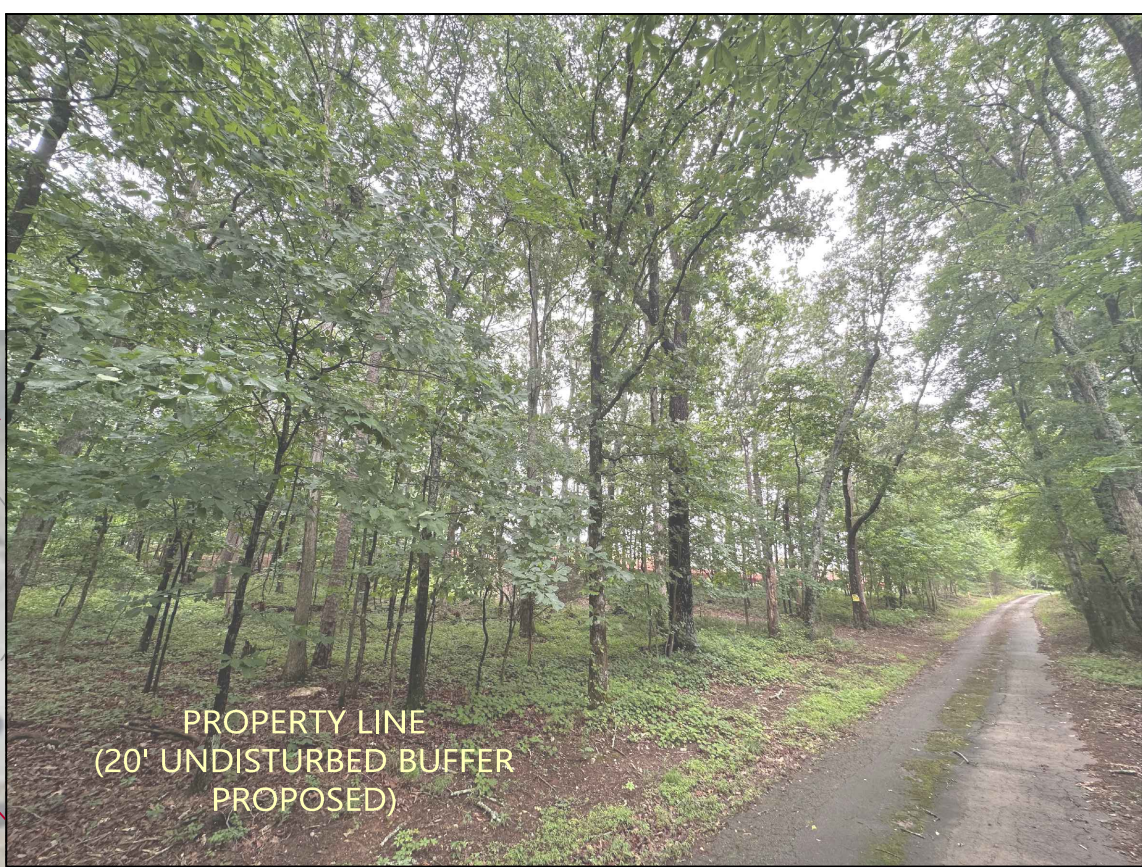
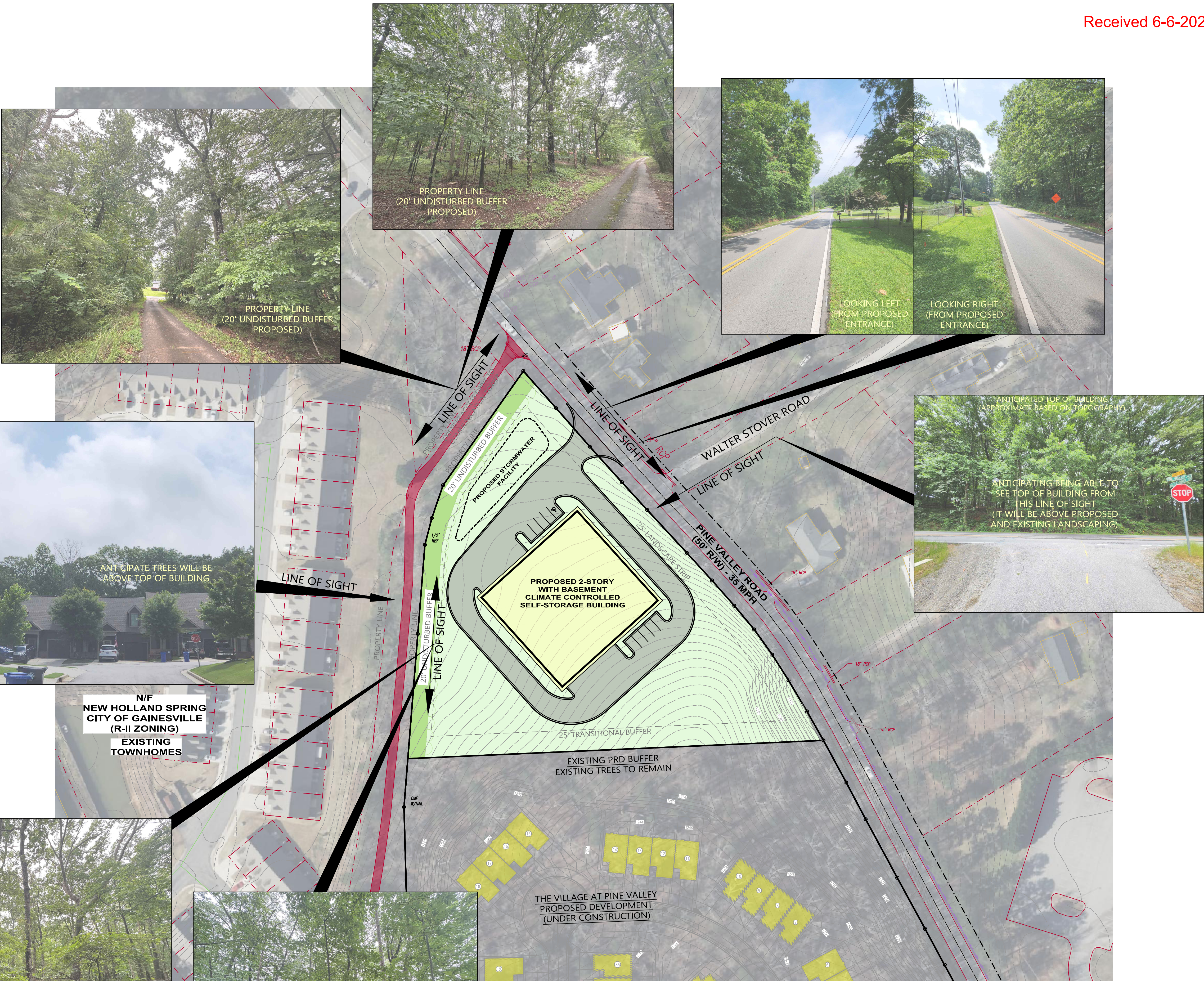
FOR REZONING PURPOSES ONLY
G.S.W.C.C. LEVEL II CERTIFIED
DESIGN PROFESSIONAL
No. 0000013059

CONTACT:
C. LUKE PRESSLEY, P.E.
(678) 267-7153
luke@thecookandcompany.com

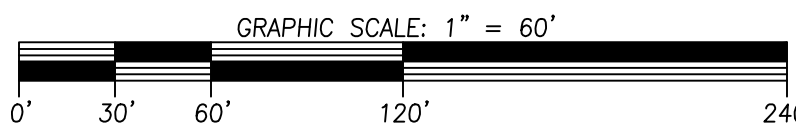
SHEET

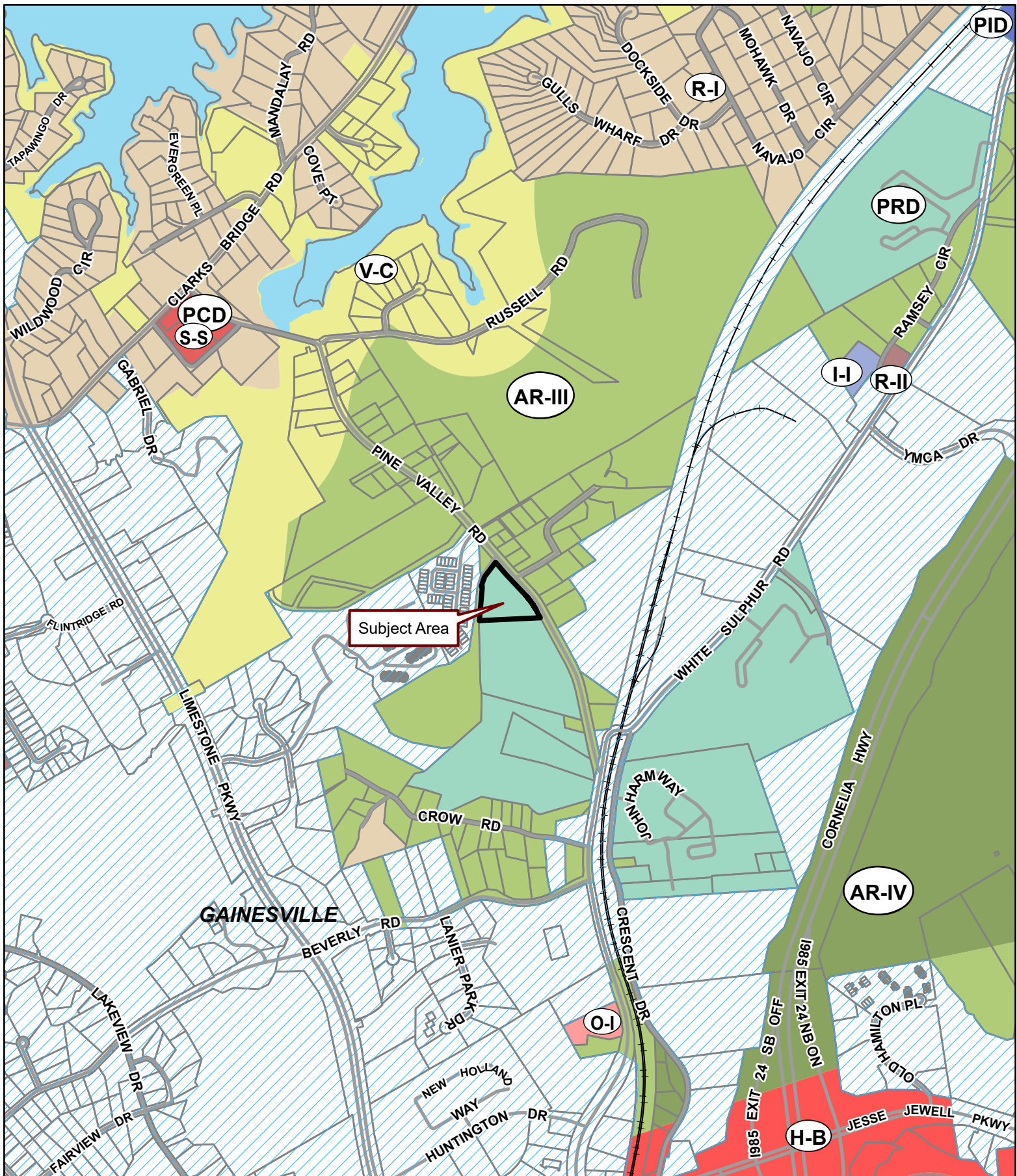
1 of 1

OLP AS SHOWN
DESIGN SCALE
03/28/2024 21-011
DATE PROJECT No.



- GENERAL NOTES:
- TOTAL PROPERTY ACREAGE = ± 3.0 ACRES (TOTAL)
 - EXISTING ZONING = PRD (HALL COUNTY)
 - PROPOSED ZONING = PID (HALL COUNTY)
 - PROPOSED USE = CLIMATE CONTROLLED SELF-STORAGE
 - WATER AND SEWER SERVICE TO BE PROVIDED BY THE CITY OF GAINESVILLE.
 - NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE AS PER HALL COUNTY F.I.R.M. PANEL No. 13139C0183G EFFECTIVE 04/04/2018.





Applicant: SHADOW STONE PARTNERS, LLC

Tax Parcel #: 09124 000039 (PT.)

Location: 1560 PINE VALLEY ROAD, GAINESVILLE, GA 30501

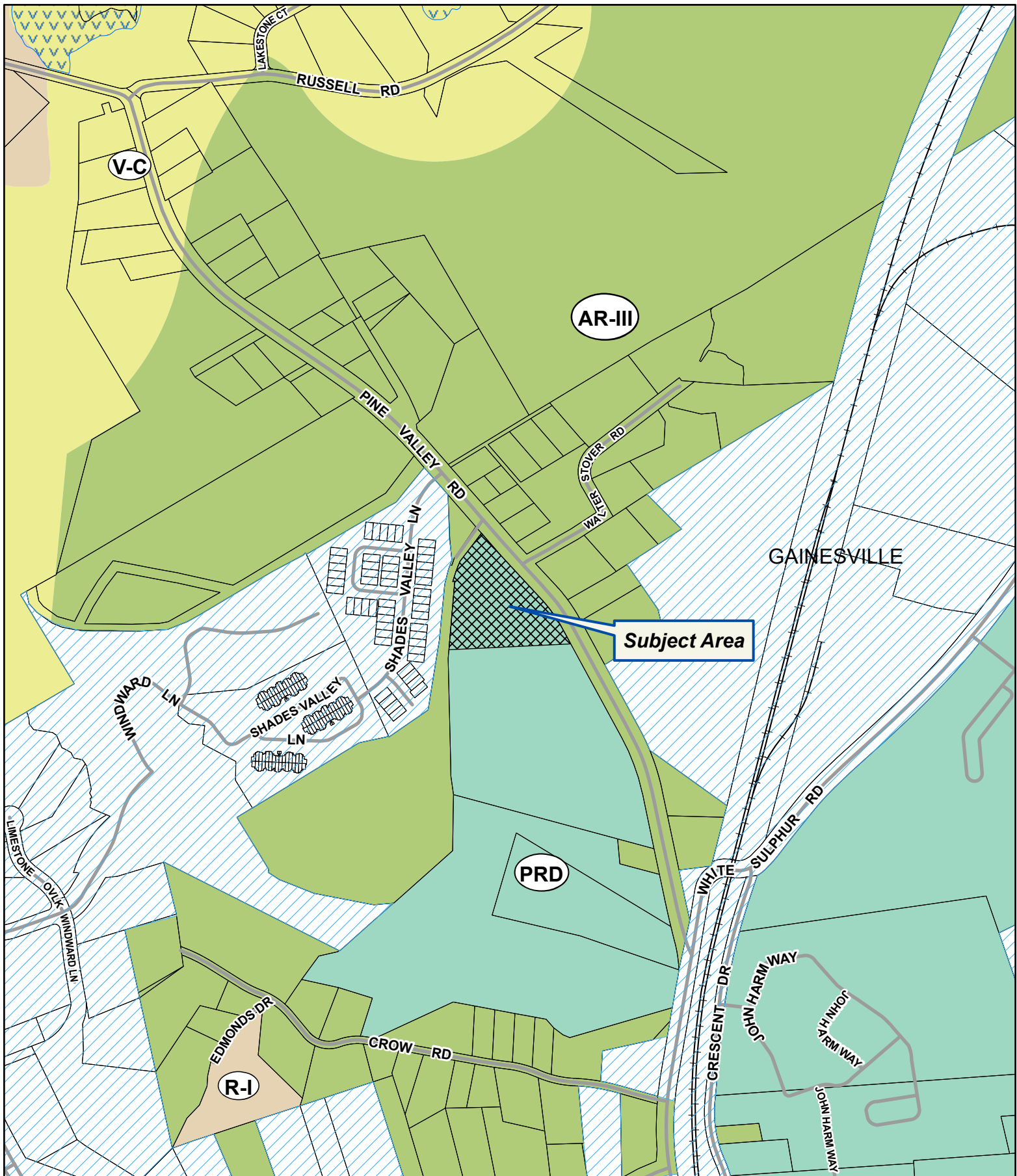
Commission District 3

PC Mtg. Date: 06/03/2024

0 325 650 1,300
Feet

- Zoning Boundary
- City Limits
- Subject Area
- Structure





Applicant: SHADOW STONE PARTNERS, LLC

Tax Parcel #: 09124 000039 (PT.)

Location: 1560 PINE VALLEY ROAD, GAINESVILLE, GA 30501

Commission District 3

PC Mtg. Date: 06/03/2024

0 125 250 500
Feet

- Zoning Boundary
- ▭ City Limits
- ▨ Subject Area
- Structure





Applicant: SHADOW STONE PARTNERS, LLC

Tax Parcel #: 09124 000039 (PT.)

Location: 1560 PINE VALLEY ROAD, GAINESVILLE, GA 30501

Commission District 3

PC Mtg. Date: 06/03/2024

0 125 250 500
Feet

— Zoning Boundary

City Limits

Subject Area



SAMPLE ELEVATIONS

Received 6-6-2024



3120 FRONTAGE ROAD
GAINESVILLE, GEORGIA 30504
(678) 207-1509
www.thecookandcompany.com

PREPARED FOR:
SHADOW STONE
PARTNERS, LLC
3120 FRONTAGE RD.
GAINESVILLE, GA 30504
CONTACT:
GEOFF COOK
(678) 207-1509

PROJECT NAME:
PINE VALLEY ROAD

TASK:
EXAMPLE
ELEVATIONS

CONTACT:
C. LUKE PRESSLEY, P.E.
(678) 267-7153
luke@thecookandcompany.com

SHEET
1 of 1

DESIGN	AS SHOWN SCALE
3/28/2024 DATE	21-011 PROJECT No.



FRONT



SIDE



REAR



SAMPLE MONUMENT SIGN
(TO MEET HALL COUNTY
SIGN STANDARDS)

SAMPLE ELEVATIONS



FRONT



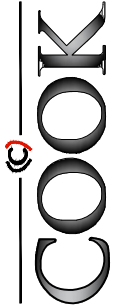
SIDE



REAR



OVERALL



3120 FRONTAGE ROAD
GAINESVILLE, GEORGIA 30504
(678) 207-1509
www.thecookandcompany.com

PREPARED FOR:
**SHADOW STONE
PARTNERS, LLC**
3120 FRONTAGE RD.
GAINESVILLE, GA 30504
CONTACT:
GEOFF COOK
(678) 207-1509
PROJECT NAME:
PINE VALLEY ROAD

TASK:

**EXAMPLE
ELEVATIONS**

CONTACT:
C. LUKE PRESSLEY, P.E.
(678) 267-7153
luke@thecookandcompany.com

SHEET

1 of 1

DESIGN	AS SHOWN SCALE
3/28/2024 DATE	21-011 PROJECT No.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Tuesday, April 30, 2024 4:36 PM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Katie L. Greenway (CDI: Planning); Beth Garmon (CDI: Planning); Kristie Turner (Planning)
Cc: Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCGC Tentative Agenda 6.3.24

Please find Environmental Health comments below:

Item 1, 0 Lake Lanier Heights Rd, Orr: Must meet all residential permitting requirements. Must submit to-scale site plan at time of septic permit application. The site plan must be to-scale and must include (but not be limited to) the following: septic tank location, location and type of onsite sewage management systems (primary and repair) on contour, house size and location, proposed drives, proposed grading, any proposed amenities, soil boundaries, and any calculations used to size the septic system. If an alternative primary system is proposed (Class I effluent system), a design must be submitted by someone certified by that company to provide design plans. Submittal of a site plan/application does not guarantee permit approval or approval for the number of bedrooms requested at time of application.

Item 2, 6263/6237 Grant Ford Road, DCCM: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. 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.

Items 3A/3B, 5608 Azelia Drive, Rochester: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. 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 4, 5279 Union Church Rd, Carter: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process.

Item 5, 0/3454 Gillsville Hwy, Chowdhury: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process.

Item 6, 1560/1582/1586 Pine Valley Road, Shadow Stone: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 7, 1560 Piney Valley Road, Shadow Stone: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Emily McGahee

Hall County Environmental Health

Hall County Government Center

2875 Browns Bridge Road

Mailing: PO Box 5901

Gainesville, GA 30504

(770) 531-3973 (phone)

emcgahee@hallcounty.org

<http://dph.georgia.gov/environmental-health> (State Website)

<http://www.phdistrict2.org/HallCounty.htm> (District Website)

<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Thursday, May 2, 2024 9:32 AM
To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)
Subject: RE: Tentative Planning Agenda for June 3, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See responses in red, below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Thursday, April 25, 2024 10:48 AM
Subject: Tentative Planning Agenda for June 3, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, June 3, 2024** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Thursday, May 2nd**. Email comments to Beth (bgarmon@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – May 20, 2024

NEW BUSINESS

1. [0 Lake Lanier Heights Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.25± acre tract located at the terminus of Lake Lanier Heights Road, approximately 2,095 feet from its intersection with Lanier Heights Circle | Zoned V-C; Tax Parcel 07353 001020 | Proposed Use: Construct a single-family residence | * Commission District 2 | Marty Orr, applicant](#) **No GDOT coordination required**
2. [6263 & 6267 Grant Ford Road | Use Subject to County Commission Approval | on a combined 23.44± acre tract located on the east side of Grant Ford Road approximately 1,123 feet from its intersection with Dove Court | Zoned R-I; Tax Parcels 10002 000010 & 000005 | Proposed Use: 9-lot residential subdivision | ** Commission District 2 | Rochester | DCCM, applicant](#) **No GDOT coordination required**
3. [\(A\) 5608 Azelia Drive | Rezone | from Agricultural Residential III \(AR-III\) and Vacation Cottage \(V-C\) to Vacation Cottage \(V-C\) | on a 40.11± acre tract located on the north side of Azelia Drive, at its intersection with Williamson Drive | Zoned AR-III & V-C; Tax Parcel 11156 000025 | Proposed Use: 14-lot residential subdivision | ** Commission District 2 | Rochester | DCCM, applicant](#) **No GDOT coordination required**

(B) 5608 Azelia Drive | Use Subject to County Commission Approval | on a 40.11± acre tract located on the north side of Azelia Drive, at its intersection with Williamson Drive | Zoned AR-III & V-C; Tax Parcel 11156 000025 | Proposed Use: 14-lot residential subdivision | ** Commission District 2 | Rochester | DCCM, applicant No
GDOT coordination required

4. 5279 Union Church Road | Use Subject to County Commission Approval | on a 2.66± acre tract located on the east side of Union Church Road, approximately 254 feet from its intersection with Laurel Terrace | Zoned R-I; Tax Parcel 15043A000008 | Proposed Use: 2-lot residential subdivision | ** Commission District 1 | Andy Carter, applicant No
GDOT coordination required
5. 0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV (AR-IV) to Planned Residential Development (PRD) | on a combined 30.78± acre tract located on the south side of Gillsville Highway (GA-323), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | Proposed Use: 20-lot residential subdivision | ** Commission District 3 | Sabina Chowdhury, applicant
GDOT coordination required for access on SR 323
6. 1560, 1582 & 1586 Pine Valley Road | Amend Conditions of a PRD | on a combined 34.03± acre tract located on the west side of Pine Valley Road, at its intersection with White Sulphur Road | Zoned PRD; Tax Parcels 09124 000039 (pt.), 000039B & 000203 | Proposed Use: 148-unit townhouse development | ** Commission District 3 | Shadow Stone Partners, LLC, applicant
No GDOT coordination required
7. 1560 Pine Valley Road | Rezone | from Planned Residential Development (PRD) to Planned Industrial Development (PID) | on an approximately 3.0± acre tract located on the west side of Pine Valley Road, approximately 1,330 feet from its intersection with White Sulphur Road | Zoned PRD; Tax Parcels 09124 000039 (pt.) | Proposed Use: Self storage warehouse | ** Commission District 3 | Shadow Stone Partners, LLC, applicant
No GDOT coordination required

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, July 11, 2024**, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, July 11, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

From: Bill Nash, Director of Public Works and Utilities

Date: May 2, 2024

t: 770.531.6800 | f: 770.531.3945

Subject: June 3, 2024 - Hall County Planning Commission Agenda

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the June 3, 2024 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [**0 Lake Lanier Heights Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.25± acre tract located at the terminus of Lake Lanier Heights Road, approximately 2,095 feet from its intersection with Lanier Heights Circle | Zoned V-C; Tax Parcel 07353 001020 | Proposed Use: Construct a single-family residence | * Commission District 2 | Marty Orr, applicant**](#)
 - a. **Engineering:** No comment.
 - b. **Traffic:** No comment.
 - c. **Utilities:** No comment.

2. [**6263 & 6267 Grant Ford Road | Use Subject to County Commission Approval | on a combined 23.44± acre tract located on the east side of Grant Ford Road approximately 1,123 feet from its intersection with Dove Court | Zoned R-I; Tax Parcels 10002 000010 & 000005 | Proposed Use: 9-lot residential subdivision | ** Commission District 2 | Rochester | DCCM, 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
There appears to be a 46KV transmission line in the location of the proposed road that must be moved.
 - b. **Traffic:** No comment.
 - c. **Utilities:** No sewer in area.

3. [**\(A\) 5608 Azelia Drive | Rezone | from Agricultural Residential III \(AR-III\) and Vacation Cottage \(V-C\) to Vacation Cottage \(V-C\) | on a 40.11± acre tract located on the north side of Azelia Drive, at its intersection with Williamson Drive | Zoned AR-III & V-C; Tax Parcel 11156 000025 | Proposed Use: 14-lot residential subdivision | ** Commission District 2 | Rochester | DCCM, applicant**](#)
[**\(B\) 5608 Azelia Drive | Use Subject to County Commission Approval | on a 40.11± acre tract located on the north side of Azelia Drive, at its**](#)

[intersection with Williamson Drive | Zoned AR-III & V-C; Tax Parcel 11156 000025 | **Proposed Use: 14-lot residential subdivision** | ** Commission District 2 | Rochester | DCCM, applicant](#)

- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show FEMA and Hall County studied Flood plains that are present on site
- b. **Traffic:** No comment
- c. **Utilities:** No sewer system

4. [**5279 Union Church Road | Use Subject to County Commission Approval | on a 2.66± acre tract located on the east side of Union Church Road, approximately 254 feet from its intersection with Laurel Terrace | Zoned R-I; Tax Parcel 15043A000008 | **Proposed Use: 2-lot residential subdivision** | ** Commission District 1 | Andy Carter, applicant**](#)

- a. **Engineering:** All work performed on drainage easement must be approved by the county engineer.
- b. **Traffic:** No comment
- c. **Utilities:** No sewer system

5. [**0 & 3454 Gillsville Highway | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Residential Development \(PRD\) | on a combined 30.78± acre tract located on the south side of Gillsville Highway \(GA-323\), approximately 370 feet from its intersection with East Hall Road | Zoned AR-IV; Tax Parcels 15016 000158A & 000028C | **Proposed Use: 20-lot residential subdivision** | ** Commission District 3 | Sabina Chowdhury, applicant**](#)

- a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show FEMA and Hall County studied Flood plains that are present on site
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.
- b. **Traffic:** GDOT permit required for proposed access on SR323.
- c. **Utilities:** No sewer system

6. [**1560, 1582 & 1586 Pine Valley Road | Amend Conditions of a PRD | on a combined 34.03± acre tract located on the west side of Pine Valley Road, at its intersection with White Sulphur Road | Zoned PRD; Tax Parcels 09124 000039 \(pt.\), 000039B & 000203 | **Proposed Use: 148-unit townhouse development** | ** Commission District 3 | Shadow Stone Partners, LLC, applicant**](#)

- a. **Engineering:** All roads to be privately maintained

Show FEMA and Hall County studied Flood plains that are present on site
Show stream buffer and impervious setback from wretched vegetation not centerline of stream

- b. **Traffic:** No comment
- c. **Utilities:** Gainesville sewer district

7. **1560 Pine Valley Road | Rezone | from Planned Residential Development (PRD) to Planned Industrial Development (PID) | on an approximately 3.0± acre tract located on the west side of Pine Valley Road, approximately 1,330 feet from its intersection with White Sulphur Road | Zoned PRD; Tax Parcels 09124 000039 (pt.) | Proposed Use: Self storage warehouse | ** Commission District 3 | Shadow Stone Partners, LLC, applicant**

- a. **Engineering:** No comment
- b. **Traffic:** No comment
- c. **Utilities:** City of Gainesville sewer system territory. Existing sewer system is to the south on the larger left over portion of the site. The proposed storage building are lower in elevation than the existing sewer system. Additionally, an easement from the lower portion would need to be graded to the subject out parcel to access the sewer system.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Wednesday, May 1, 2024 1:51 PM
To: Anael Dominguez (CDI: Planning)
Cc: Beth Garmon (CDI: Planning)
Subject: Fire Comment

Monday, June 3, 2024 Hall County Planning Commission Meeting.

1. [1560 Pine Valley Road | Rezone | from Planned Residential Development \(PRD\) to Planned Industrial Development \(PID\) | on an approximately 3.0± acre tract located on the west side of Pine Valley Road, approximately 1,330 feet from its intersection with White Sulphur Road | Zoned PRD; Tax Parcels 09124 000039 \(pt.\) | Proposed Use: Self storage warehouse | ** Commission District 3 | Shadow Stone Partners, LLC, applicant](#)

The Hall County Fire Marshal's Office considers the plan conceptual in nature, and if approved may require modifications during the development review process.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org



Print**Planning Commission Comments - June 3, 2024 - Submission #98078****Date Submitted: 5/30/2024**

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Richard

Last Name*

Ashley

Address1*

3766 shades Valley lane

Address2**City***

Gainesville

State*

Ga

Zip*

30501

Zoning Item for Comment*

1560, 1582 & 1586 Pine Valley Road

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I'm on the HOA board at New Holland Springs
I have spoken to many people that live in our small community and I have yet to find anyone that is for the rezoning from PRD to PID

We are not in favour of having a warehouse in our back yard
We are not in favor of the all night lights, the trash, the noise and the rodents
Please vote no on the rezoning

Regards, Richard & Rhonda Ashley
3766 Shades Valley Lane
HOA officer

770-540-5119

Please write your comments in the box above.

File Upload No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print**Planning Commission Comments - June 3, 2024 - Submission #98074****Date Submitted: 5/30/2024**

Comments completed in the form below will be submitted into the record for the April 1, 2024 meeting of the Hall County Planning Commission.

First Name*

Sarah

Last Name*

Tesh

Address1*

390 E LAKE DR

Address2**City***

Gainesville

State*

GA

Zip*

30506

Zoning Item for Comment*

1560, 1582 & 1586 Pine Valley Road



Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I own the townhome at 3731 Shades Valley lane. I oppose the re-zone to industrial next to our neighborhood. I invested in this townhome to provide a safe and quiet home for my parents to retire in. I feel as though the property will be devalued if the storage unit it built next door. I also feel as though the lights and other disturbances will spoil this quiet little community.

Please write your comments in the box above.

File Upload

IMG.pdf

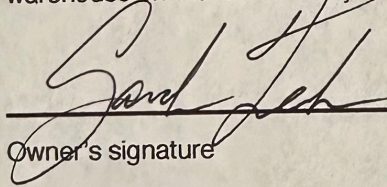
If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

**New Holland Springs Homeowners
Association**

P.O. Box 3428

Gainesville, Ga 30503

We, homeowners at New Holland Springs HOA, are OPPOSED the proposed self-storage warehouse on the land directly adjacent to our subdivision.



Sarah Tesh

Owner's signature

3731 Shades Valley Lane

Owner's address in New Holland Springs HOA

5/30/24

Date

Please email this signed sheet to: newhollandsprings@goncmgt.com

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: SHADOW STONE PARTNERS, LLC

REQUEST:
REZONE FROM PRD TO PID FOR A
SELF STORAGE WAREHOUSE FACILITY

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: June 17 2024

Time: 5:15 P.M.

COUNTY COMMISSION

Date: July 11, 2024

Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809