# 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, June 26, 2025 - 06:00 PM**

## Call to Order

## Approve Agenda

## Invocation

1 Commissioner Gregg Poole

## Pledge

2 Commissioner Kathy Cooper

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

## Proclamation/s

3 Approve the proclamation recognizing Jeffery Alan Vinson's retirement after 36 years of service to Hall County, Georgia.

## Consent Agenda

4 Approve the June 23, 2025 Executive Session minutes.

5 Approve the June 23, 2025 Work Session minutes.

6 Approve the June 12, 2025 Voting Meeting minutes.

7 Approve the renewal of the annual contract for RFQ/P #44-034 Demand Services for On-Call HVAC Unit Installation, Repair and Maintenance for Central Services to Conditioned Air Systems, Inc. of Gainesville, GA, Freedom Mechanical, LLC of Lula, GA, and J.R. Hobbs Co-Atlanta of Lawrenceville, GA. The estimated annual cost is $418,029.00.

8 Approve the renewal of the annual contract for RFQ/P# 43-001 Demand Services for Professional Architectural Services for Central Services to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is $510,928.00.

9 Approve the award of IFB# 017-46 Athletic Uniform Supply Annual Contract to BSN Sports, LLC of Farmers Branch, TX, Protime Sports, Inc. of Seattle, WA and Shuma, LLC (dba Shuma Sports) of Lawrenceville, GA. The estimated annual cost is $81,600.00.

10 Approve the renewal of the annual contract for RFQ/P# 44-012 Athletic Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA. The estimated annual cost is $178,500.00.

11 Approve the award of RFQ/P# 46-010 Inmate Telephone System and Services for the Correctional Institution to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX. The estimated annual cost to exceed $50,000.00.

12 Approve the renewal of the annual contract for IFB #009-45 Inmate Grocery & Meat Products Supply for the Correctional Institution to Performance Food Group, Inc. of Oakwood, GA and Sysco Atlanta of College Park, GA. The estimated annual cost is $554,268.00.

13 Approve the withdrawal of Hall County's objection to the City of Flowery Branch's annexation of the properties of CD, II Properties, LLC located at 4651 and 4665 Hog Mountain Road, Flowery Branch, GA 30542, and bearing Hall County Tax Parcels 15046 000008 and 15046 000008B, following the City of Flowery Branch's denial of the annexation application at its city council meeting on June 5, 2025.

14 Approve the withdrawal of Hall County's objection to the City of Flowery Branch's annexation of the property of Mary Elizabeth Hickman et al. located at 4560 Hog Mountain Road, Flowery Branch, GA 30542, and bearing Hall County Tax Parcel 08097 000005, following the City of Flowery Branch's denial of the annexation application at its city council meeting on June 5, 2025.

15 Approve the annual contract renewal for RFQ/P #45-008 Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review for Development Services to ECS Southeast LLC of Lawrenceville, GA, NOVA Engineering & Environmental, LLC of Kennesaw, GA and SAFEbuilt, LLC of Loveland, CO. The estimated annual cost is $50,000.00.

16 Approve the renewal for the annual contract for 911 Computer Aided Dispatch Services for Central Communications/911 to TriTech Software Systems of Lake Mary, FL, in the amount of $175,601.54.

17 Approve the renewal of the annual contract for IFB #002-44 Fire Extinguishers & Services for various County departments to Peach State Fire, Inc. of Gainesville, GA. The estimated annual cost is $50,549.00.

18 Approve the renewal of annual contract for IFB #013-44 Vehicle Striping and Signage for various County departments to AKO Signs, Inc. of Athens, GA. The estimated annual cost is $78,368.00.

19 Approve the renewal of the annual contract for RFQ #44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services for various County departments to Avison Young-Atlanta, LLC of Gainesville, GA, Candler Real Estate Group, LLC of Gainesville, GA, Norton Commercial & Acreage Group, LLC of Gainesville, GA, and Powell Property Group, Inc. of Cumming, GA. The estimated annual cost to exceed $50,000.00.

20 Approve the award of IFB #011-46 Vehicle Oils & Lubricants Annual Contract for various County departments to Boswell Oil Company of Athens, GA. The estimated annual cost is $57,588.00.

21 Approve the award of IFB #012-46 Waste-Refuse Collection Services Annual Contract for various County departments to Red Oak Sanitation, LLC of Cumming, GA. The estimated annual cost is $87,972.00.

22 Approve the award of RFQ/P #46-004 Demand Services for On-Call Concrete Contractors for various County departments to Chattahoochee Group, Inc. of Clermont, GA, The Dickerson Group, Inc. of Lawrenceville, GA, Lagniappe Development Co., Inc. of Buford, GA, and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is $518,220.00.

23 Approve the renewal of annual contract for IFB #021-45 Firefighting Boots, Gloves and Hoods for Fire Rescue to Profire and Tactical, LLC of Woodstock, GA and Ten-8 Fire and Safety, LLC of Bradenton, FL. The estimated annual cost is $140,563.00.

24 Approve the annual contract renewal for Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue to Ten-8 Fire & Safety LLC, of Bradenton, FL; and approval and authorization for the Chairman to renew the lease agreement with Ten-8 Fire & Safety LLC for the leasing of one (1) maintenance bay located at 2801 Allen Creek Road, subject to review and approval by County Attorney. The estimated annual cost is $1,111,800.00.

25 Approve the purchase of a 2025 Ford F-250 Super Cab 4WD Service Truck for Road Maintenance from Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of $65,106.00.

26 Approve the renewal of the annual contract for RFQ #44-005 Demand Services for On-Call Right of Way Services for Public Works & Utilities to Atlas Technical Consultants, LLC of Duluth, GA, BM&K, PC of Braselton, GA, Croy Engineering, LLC of Marietta, GA, Johnson, Mirmiran & Thompson, Inc. of Cumming, GA and THC, Inc of Duluth, GA. The estimated annual cost is $468,572.00.

27 Approve the renewal of annual contract for IFB #018-44 Pavement Marking Installation and Removal Services for Public Works & Utilities to Peek Pavement Marking, LLC of Columbus, GA. The estimated annual cost is $189,573.00.

28 Approve the renewal of Contract #088-23 Groundwater/Surface Water Monitoring for Public Works to Advanced Environmental Management, Inc. of Cumming, GA in the estimated amount of $110,160.00.

29 Approve Change Order #1 to Task Order #2025-006 under RFP/Q #42-002 Demand Services for Resurfacing, Paving, and Full Depth Reclamation for the FY 2025 resurfacing program to Allied Paving Contractors, Inc. of Pendergrass, GA, in the amount of $1,619,967.15.

30 Approve the renewal of the Service and Support Agreement for the Landfill Leachate System for Public Works & Utilities to Rochem Americas, Inc. of Hermosa Beach, CA. The estimated annual cost is $299,193.00.

31 Approve Change Order #1 to Task Order #2023-008 Design Services for Capacity Upgrade to Spout Springs Water Reclamation Facility for Public Works & Utilities to Civil Engineering Consultants, Inc. of Marietta, GA, in the amount of $196,000.00.

32 Approve the award of RFQ/P #46-008 Hall County Sewer System Master Plan Update and Rate Study for Public Works & Utilities to AECOM Technical Services, Inc. of Atlanta, GA. The estimated cost is $199,533.00.

33 Approve the renewal of annual contract for IFB #010-44 QA/QC Engineering Construction Testing Services for Public Works & Utilities to ECS Southeast, LLP of Marietta, GA, Geo-Hydro Engineers, Inc. of Kennesaw, GA, Goodwyn Mills Cawood, LLC of Buford, GA, UES (previously Contour Engineering, LLC) of Kennesaw, GA and United Consulting of Norcross, GA. The estimated annual cost is $61,047.00.

34 Approve Change order #1 for RFQ/P#43-021 Construction Manager at Risk for Hall County Health Department Campus Renovations for Public Works & Utilities to Hogan Construction Group, LLC of Peachtree Corners, GA, in the amount of $620,614.00.

35 Approve the award of RFQ/P# 46-009 Inmate Telephone System & Services for the Hall County Jail to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX. The estimated annual cost to exceed $50,000.00.

36 Approve the Intergovernmental Agreement between Hall County and the Georgia Department of Public Safety for the use of certain talk groups on the Hall County Public Safety Radio System, subject to review and approval by the County Attorney.

**Other Business - Community Services and Parks**

37 Approval and authorization for the Chairman or Vice Chairman to execute a resolution regarding a finalized short-term Challenge Cost-Sharing Management Agreement and Partner Operations Plan with the United States Department of Army regarding Hall County's management of certain parks and boat ramps on Lake Lanier; and authorization for the Chairman or Vice Chairman to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

**Other Business - Financial Services**

38 Approve the award of RFQ/P #46-005 Professional Public Auditing Services for Financial Services to Bates, Carter & Co., LLP of Gainesville, GA. The estimated annual cost is $113,900.00.

39 Approve the Fiscal Year 2026 Budget Resolutions: (1) Fiscal Year 2026 Budget Resolution, (2) Victim Witness Program, and (3) Community Service Center Fund Balance Resolution.

40 Approve the Fiscal Year 2025 Budget Adjustment Resolution.

**Other Business - Human Resources**

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

42 Approval and authorization for the Chairman to execute a resolution to implement House Bill 85 (HB 85) as to judicial compensation, to authorize locality pay, to confirm existing fringe benefits, to modify retirement benefits and to affirm related judicial salaries, subject to review and approval by the County Attorney.

**Other Business - Planning and Development**

43 Public Hearing to adopt Hall County's updated short-term work program and capital improvement element.

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

44 **0 Reservoir Drive | Rezone |** from Residential 1 (R-1) to Agricultural Residential 1 (AR-1) | on a 1.20± acre tract located on the northeast side of Reservoir Drive at its intersection with Old Cornelia Highway | Zoned R-1; Tax Parcel 15018 000123 | **Proposed Use: Permitted uses in AR-1** | Commission District 3 | **Denise R. Jackson, applicant**

45 **3625 McEver Road | Amend Conditions of Zoning |** on a 11.10± acre tract located on the east side of McEver road approximately 708 feet from its intersection with Hilldale Road | Zoned PCD (GCOD); Tax Parcel 08032 000006 | **Proposed Use: Outdoor storage and expansion of services** | Commission District 4 | **Thomas L. Elliott III, 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 (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 13/2025

**SUBJECT:** Commissioner Gregg Poole

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** n

**Recommendation:**
n/a

**Purpose of Request:**

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

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

**Attachments:**

# AGENDA ITEM

## Pledge

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 665/2024

**SUBJECT:** Commissioner Kathy Cooper

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** n

**Recommendation:**
n/a

**Purpose of Request:**

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

| Approve | Clerk |
|---|---|
| AD | AD |

**Attachments:**

# AGENDA ITEM

## Proclamation/s

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 406/2025

**SUBJECT:** Approve the proclamation recognizing Jeffery Alan Vinson's retirement after 36 years of service to Hall County, Georgia.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** CS

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the proclamation recognizing Jeffery Alan Vinson's retirement after 36 years of service to Hall County, Georgia.

**History:**

**Facts and Issues:**

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **Are funds within current budget?** | No |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-06-26 |

**Approvals:**

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

**Attachments:**

# Hall County, Georgia

## Board of Commissioners

**WHEREAS,** ***Jeffery Alan Vinson began his public service career with Hall County on August 30, 1988; and***

**WHEREAS,** ***during his employment with Hall County, Mr. Vinson has served in many capacities such as: Firefighter I & II, EMT I, Sergeant, and Lieutenant; and***

**WHEREAS,** ***Mr. Vinson received the Firefighter of the Year Award and the Lifetime Achievement Award; and***

**WHEREAS,** ***Fire Chief Jerry Smith stated, "He is an exceptional leader and motivator. He was a role model for our new employees. He enjoyed teaching and encouraging our new employees. He believes in doing what is right each and every day. He also believes in standing for what is right, even if it might not be the popular decision. He is always calm and professional. Jeff is very dependable, and you could count on him to always be there if someone needed help. The world needs more men like Jeff Vinson."; and***

**WHEREAS,** ***Mr. Vinson retired on May 15, 2025, and plans on spending time with his family; and***

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

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

# *Jeffery Alan Vinson*

***and recognizes him for his many accomplishments, contributions, and nearly 37 years of dedicated service to Hall County and its citizens and extends to him their most sincere wishes for continued success in his future endeavors.***

***Adopted this 26th day of June 2025.***

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

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 421/2025

**SUBJECT:** Approve the June 23, 2025 Executive Session minutes.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** CA

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the June 23, 2025 Executive Session minutes.

**History:**

**Facts and Issues:**

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **Are funds within current budget?** | No |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-06-26 |

**Approvals:**

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

**Attachments:**

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 420/2025

**SUBJECT:** Approve the June 23, 2025 Work Session minutes.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** CA

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the June 23, 2025 Work Session minutes.

**History:**

**Facts and Issues:**

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **Are funds within current budget?** | No |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-06-26 |

**Approvals:**

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

**Attachments:**

June 23, 2025 Work Session Minutes

**HALL COUNTY BOARD OF COMMISSIONERS**
**WORK SESSION MINUTES**
**Hall County Government Center 2nd Floor**
**2875 Browns Bridge Road**
**Gainesville, GA 30504**
**Streamed Live on Hall County Government's Website - www.hallcounty.org**
**Monday, June 23, 2025 - 03:00 PM**

## Call to Order

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

*Present:*

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

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

*Commissioner Powell was absent.*

## Central Services

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

1 Approve the renewal of the annual contract for RFQ/P #44-034 Demand Services for On-Call HVAC Unit Installation, Repair and Maintenance for Central Services to Conditioned Air Systems, Inc. of Gainesville, GA, Freedom Mechanical, LLC of Lula, GA, and J.R. Hobbs Co-Atlanta of Lawrenceville, GA. The estimated annual cost is $418,029.00.

*Consent*

2 Approve the renewal of the annual contract for RFQ/P# 43-001 Demand Services for Professional Architectural Services for Central Services to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is $510,928.00.

*Consent*

## Community Services and Parks

*Nic Murphy, Recreation Superintendent, addressed the Board.*

3 Approve the award of IFB# 017-46 Athletic Uniform Supply Annual Contract to BSN Sports, LLC of Farmers Branch, TX, Protime Sports, Inc. of Seattle, WA and Shuma, LLC (dba Shuma Sports) of Lawrenceville, GA. The estimated annual cost is $81,600.00.

*Consent*

4 Approve the renewal of the annual contract for RFQ/P# 44-012 Athletic Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA. The estimated annual cost is $178,500.00.

*Consent*

**Correctional Institution**

*Deputy Warden Mark Pilgrim, Correctional Institution, addressed the Board.*

5 Approve the award of RFQ/P# 46-010 Inmate Telephone System and Services for the Correctional Institution to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX. The estimated annual cost to exceed $50,000.00.

*Consent*

6 Approve the renewal of the annual contract for IFB #009-45 Inmate Grocery & Meat Products Supply for the Correctional Institution to Performance Food Group, Inc. of Oakwood, GA and Sysco Atlanta of College Park, GA. The estimated annual cost is $554,268.00.

*Consent*

**County Attorney**

*Mr. Linkous addressed the Board.*

7 Approve the withdrawal of Hall County's objection to the City of Flowery Branch's annexation of the property of Mary Elizabeth Hickman et al. located at 4560 Hog Mountain Road, Flowery Branch, GA 30542, and bearing Hall County Tax Parcel 08097 000005, following the City of Flowery Branch's denial of the annexation application at its city council meeting on June 5, 2025.

*Consent*

8 Approve the withdrawal of Hall County's objection to the City of Flowery Branch's annexation of the properties of CD, II Properties, LLC located at 4651 and 4665 Hog Mountain Road, Flowery Branch, GA 30542, and bearing Hall County Tax Parcels 15046 000008 and 15046 000008B, following the City of Flowery Branch's denial of the annexation application at its city council meeting on June 5, 2025.

*Consent*

**Development Services**

*Kristie Turner, Director of Development Services, addressed the Board.*

9 Approve the annual contract renewal for RFQ/P #45-008 Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review for Development Services to ECS Southeast LLC of Lawrenceville, GA, NOVA Engineering & Environmental, LLC of Kennesaw, GA and SAFEbuilt, LLC of Loveland, CO. The estimated annual cost is $50,000.00.

*Consent*

**Emergency Management**

*Zach Brackett, Director of Emergency Management (EMA), addressed the Board.*

10 Approve the renewal for the annual contract for 911 Computer Aided Dispatch Services for Central Communications/911 to TriTech Software Systems of Lake Mary, FL, in the amount of $175,601.54.

*Consent*

**Financial Services**

*Elizabeth White, Assistant Director of Financial Services, addressed the Board.*

11 Approve the renewal of the annual contract for IFB #002-44 Fire Extinguishers & Services for various County departments to Peach State Fire, Inc. of Gainesville, GA. The estimated annual cost is $50,549.00.

*Consent*

12 Approve the renewal of annual contract for IFB #013-44 Vehicle Striping and Signage for various County departments to AKO Signs, Inc. of Athens, GA. The estimated annual cost is $78,368.00.

*Consent*

13 Approve the renewal of the annual contract for RFQ #44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services for various County departments to Avison Young-Atlanta, LLC of Gainesville, GA; Candler Real Estate Group, LLC of Gainesville, GA; Norton Commercial & Acreage Group, LLC of Gainesville, GA; and Powell Property Group, Inc. of Cumming, GA. The estimated annual cost to exceed $50,000.00.

*Consent*

14 Approve the award of IFB #011-46 Vehicle Oils & Lubricants Annual Contract for various County departments to Boswell Oil Company of Athens, GA. The estimated annual cost is $57,588.00.

*Consent*

15 Approve the award of IFB #012-46 Waste-Refuse Collection Services Annual Contract for various County departments to Red Oak Sanitation, LLC of Cumming, GA. The estimated annual cost is $87,972.00.

*Consent*

16 Approve the award of RFQ/P #46-004 Demand Services for On-Call Concrete Contractors for various County departments to Chattachoochee Group, Inc. of Clermont, GA, The Dickerson Group, Inc. of Lawrenceville, GA, Lagniappe Development Co., Inc. of Buford, GA, and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is $518,220.00.

*Consent*

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

17 Approve the award of RFQ/P #46-005 Professional Public Auditing Services for Financial Services to Bates, Carter & Co., LLP of Gainesville, GA. The estimated annual cost is $113,900.00.

*Discussion*

*This item will be decided at the Thursday, June 26, 2025 Voting Meeting.*

18 Approve the Fiscal Year 2026 Budget Resolutions: (1) Fiscal Year 2026 Budget Resolution, (2) Victim Witness Program, and (3) Community Service Center Fund Balance Resolution.

*This item will be decided at the Thursday, June 26, 2025 Voting Meeting.*

19 Approve the Fiscal Year 2025 Budget Adjustment Resolution.

*This item will be decided at the Thursday, June 26, 2025 Voting Meeting.*

**Fire Rescue**

*Jerry Smith, Fire Chief, addressed the Board.*

20 Approve the renewal of annual contract for IFB #021-45 Firefighting Boots, Gloves and Hoods for Fire Rescue to Profire and Tactical, LLC of Woodstock, GA and Ten-8 Fire and Safety, LLC of Bradenton, FL. The estimated annual cost is $140,563.00.

*Consent*

21 Approve the annual contract renewal for Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue to Ten-8 Fire & Safety LLC, of Bradenton, FL; and approval and authorization for the Chairman to renew the lease agreement with Ten-8 Fire & Safety LLC for the leasing of one (1) maintenance bay located at 2801 Allen Creek Road, subject to review and approval by County Attorney. The estimated annual cost is $1,111,800.00.

*Consent*

## Human Resources

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

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

*This item will be decided at the Thursday, June 26, 2025 Voting Meeting.*

23 Approval and authorization for the Chairman to execute a resolution to implement House Bill 85 (HB 85) as to judicial compensation, to authorize locality pay, to confirm existing fringe benefits, to modify retirement benefits and to affirm related judicial salaries, subject to review and approval by the County Attorney.

*This item will be decided at the Thursday, June 26, 2025 Voting Meeting.*

## Planning & Zoning

*Katie Greenway, Planning & Zoning Administrator, addressed the Board.*

24 Public Hearing to adopt Hall County's updated short-term work program and capital improvement element to the Georgia Mountains Regional Commission.

25 **0 Reservoir Drive | Rezone |** from Residential 1 (R-1) to Agricultural Residential 1 (AR-1) | on a 1.20± acre tract located on the northeast side of Reservoir Drive at its intersection with Old Cornelia Highway | Zoned R-1; Tax Parcel 15018 000123 | **Proposed Use: Permitted uses in AR-1** | Commission District 3 | **Denise R. Jackson, applicant**

26 **3625 McEver Road | Amend Conditions of Zoning |** on a 11.10± acre tract located on the east side of McEver road approximately 708 feet from its intersection with Hilldale Road | Zoned PCD (GCOD); Tax Parcel 08032 000006 | **Proposed Use: Outdoor storage and expansion of services** | Commission District 4 | **Thomas L. Elliott III, applicant**

## Public Works and Utilities

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

27 Approve the purchase of a 2025 Ford F-250 Super Cab 4WD Service Truck for Road Maintenance from Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of $65,106.00.

*Consent*

28 Approve the renewal of the annual contract for RFQ #44-005 Demand Services for On-Call Right of Way Services for Public Works & Utilities to Atlas Technical Consultants, LLC of Duluth, GA, BM&K, PC of Braselton, GA, Croy Engineering, LLC of Marietta, GA, Johnson, Mirmiran & Thompson, Inc. of Cumming, GA and THC, Inc of Duluth, GA. The estimated annual cost is $468,572.00.

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34 Approve the award of RFQ/P #46-008 Hall County Sewer System Master Plan Update and Rate Study for Public Works & Utilities to AECOM Technical Services, Inc. of Atlanta, GA. The estimated cost is $199,533.00.

*Consent*

35 Approve the renewal of annual contract for IFB #010-44 QA/QC Engineering Construction Testing Services for Public Works & Utilities to ECS Southeast, LLP of Marietta, GA, Geo-Hydro Engineers, Inc. of Kennesaw, GA, Goodwyn Mills Cawood, LLC of Buford, GA, UES (previously Contour Engineering, LLC) of Kennesaw, GA and United Consulting of Norcross, GA. The estimated annual cost is $61,047.00.

*Consent*

36 Approve Change order #1 for RFQ/P#43-021 Construction Manager at Risk for Hall County Health Department Campus Renovations for Public Works & Utilities to Hogan Construction Group, LLC of Peachtree Corners, GA, in the amount of $620,614.00.

*Consent*

**Sheriff's Office**

*1st Lieutenant Jeff Ashley, Sheriff's Office, addressed the Board.*

37 Approve the award of RFQ/P# 46-009 Inmate Telephone System & Services for the Hall County Jail to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX. The estimated annual cost to exceed $50,000.00.

*Consent*

*Lieutenant John Morgan, Sheriff's Office, addressed the Board.*

38 Approve the Intergovernmental Agreement between Hall County and the Georgia Department of Public Safety for the use of certain talk groups on the Hall County Public Safety Radio System, subject to review and approval by the County Attorney.

*Consent*

**County Administrator**

*Mr. Propes addressed the Board and stated the following:*

- *Hall County Offices will be closed on Friday, July 4, 2025 in observance of the Independence Day holiday.*
- *Presented a 'WIN' video highlighting volunteer efforts at the Animal Shelter.*

**Public Comments**

*The following people addressed the Board:*

- *Kim Moore, 6017 Catamaran Court, Flowery Branch*
- *Mandy Harris, 1459 Douglas Drive, Gainesville*
- *Faye Pass, 4176 Roy Parks Road, Gainesville*

**Commission Time**

*Commissioner Gregg Poole, District 3, provided remarks regarding the Roy Parks Road application mentioned by Faye Pass and the Tax Commissioner topic mentioned by Mandy Harris.*

**Executive Session**

*Commissioner Stowe/Commissioner Cooper — to go into Executive Session at 3:59 p.m. — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — absent*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

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

*Commissioner Stowe/Commissioner Poole — to adjourn the Executive Session at 5:24 p.m. — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — absent*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

**Adjourn**

*Chairman Gibbs adjourned the meeting at 5:24 p.m.*

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 419/2025

**SUBJECT:** Approve the June 12, 2025 Voting Meeting minutes.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** CA

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the June 12, 2025 Voting Meeting minutes.

**History:**

**Facts and Issues:**

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **Are funds within current budget?** | No |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-06-26 |

**Approvals:**

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

**Attachments:**

June 12, 2025 Voting Meeting Minutes

# HALL COUNTY BOARD OF COMMISSIONERS
# VOTING MEETING MINUTES

**Hall County Government Center 2nd Floor**
**2875 Browns Bridge Road**
**Gainesville, GA 30504**
**Streamed Live on Hall County Government's Website - www.hallcounty.org**
**Thursday, June 12, 2025 - 06:00 PM**

## Call to Order

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

*Present:*

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

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

## Approve Agenda

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

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

## Invocation

1 Commissioner Gregg Poole

## Pledge

2 Commissioner Kathy Cooper

## Public Comments

*The following people addressed the Board:*

- *Mandy Harris, 1459 Douglas Drive, Gainesville*

**Consent Agenda**

*Commissioner Powell/Commissioner Poole — approve — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — abstained*

*Motion passed.*

3 Approve the June 9, 2025 Work Session minutes.

4 Approve the June 9, 2025 Executive Session minutes.

5 Approve the June 9, 2025 Meeting minutes.

6 Approve the May 22, 2025 Voting Meeting minutes.

7 Approve the May 13-14, 2025 Board Retreat minutes.

8 Approve the award of IFB #004-46 Elevator Repair Services Annual Contract for Central Services to Summit Elevator, LLC of Senoia, GA. The estimated annual cost is $67,349.00.

9 Approve the renewal of the annual contract for RFQ/P# 44-008 GPS/AVL Vehicle Tracking System for Fleet Maintenance to LB Technology, Inc. of Memphis, TN. The estimated annual cost is $100,149.00.

10 Approve the renewal of the annual contract for RFQ #43-007 Demand Services for On-Call Electrical Contractors for various County departments to Capital City Electrical Services, LLC of Norcross, GA and DeHart & Hill Electric, Inc. of Cumming, GA. The estimated annual cost is $643,432.00.

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

12 Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and eight (8) to ten (10) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of $61,157.10.

13 Approve the renewal of the annual agreement for an inmate work detail consisting of one (1) full-time correctional officer and four (4) inmates with the Georgia Department of Transportation (GDOT) of Atlanta, GA, in the amount of $79,468.11.

14 Approve the ratification of the amended application and award of the 2025 Judicial Council American Rescue Plan Act Grant funding for the Northeastern Judicial Circuit to address case backlogs in the amount of $129,569.00 and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No cash or in-kind match is required.

15 Approve the renewal of the annual contract for IFB #001-44 Bottle Water Services for various County departments to Fontis Water, Inc. of Marietta, GA. The estimated annual cost is $65,118.00.

16 Approve the renewal of the annual contract for IFB #011-44 Uniform Purchases for various County departments to Strongpoint, LLC of Gainesville, GA and Uniforms Unlimited of Athens, GA. The estimated annual cost is $140,939.00.

17 Approve the renewal of annual contract for RFQ #44-021 Demand Services for General Contractor Services for Hall County Projects for various County departments to Chattahoochee Group, Inc. of Clermont, GA, BM&K Construction, Inc. of Braselton, GA, Scroggs & Grizzel Contracting, Inc. of Clermont, GA, and Hogan Construction Group, LLC of Norcross, GA. The estimated annual cost is $2,000,000.00.

18 Approve the declaration of surplus vehicles and equipment and authorize the Chairman to execute any and all documents necessary to declare as surplus and unserviceable, and authorize the Purchasing Division to upload for auction on GovDeals.com auction website, subject to review and approval by the County Attorney.

19 Approve the All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement with the U.S. Army Garrison of Fort Benning, GA and State of Georgia Counties (Dawson, Fannin, Gilmer, Hall, Lumpkin, Union, and White).

20 Approve the purchase of tuition, books and fees for Paramedic and EMT Training Programs for Fire Rescue to Lanier Technical College of Gainesville, GA. The estimated cost is $185,000.00.

21 Approve the award of IFB #006-46 Fire and EMS Uniform Supply Annual Contract for Fire Rescue to MES Service Company, LLC of Sandy Hook, CT, Strongpoint, LLC of Gainesville, GA, and North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $326,139.00.

22 Approve the renewal of annual contract for IFB #005-45 Firefighting Equipment for Fire Rescue to North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is $275,000.00.

23 Approve the renewal of annual contract for IFB #002-45 Disposable EMS Supply for Fire Rescue to Bound Tree Medical, LLC of Dublin, OH. The estimated annual cost is $391,107.00.

24 Approve the Employment Agreement for Deputy Fire Chief of Administration.

25 Approve the Employment Agreement for Deputy Fire Chief of Operations.

26 Approve the FY 2026 annual contract renewal for property and casualty insurance brokers (Gallagher Bassett Services, Inc., and Arthur J. Gallagher Company), insurance program coverages, fees, and third party administrator (TPA) services in the amount of $2,116,314.00; and authorize the Chairman to execute all related documents.

27 Approve the renewal of the annual contract for RFQ #42-026 Public Works & Utilities Program Management for Public Works & Utilities to Rochester & Associates, Inc. of Gainesville, GA. The estimated annual cost is $600,000.00.

28 Approve the renewal of the annual contract for RFQ/P #45-004 Demand Services for On-Call Minor Resurfacing, Paving, and Sealcoating for Public Works & Utilities to Advanced Paving & Sealcoating Inc. of Gainesville, GA, Allied Paving Contractors, Inc. of Pendergrass, GA, Magnum Paving of Villa Rica, GA and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is $136,000.00.

29 Approve the renewal of the annual contract for RFQ/P #44-004 Demand Services for On-Call Public Works Contractors for Public Works & Utilities to Allied Paving Contractors, Inc. of Pendergrass, GA, Multiplex LLC of Duluth, GA, Simpson Trucking & Grading, Inc. of Gainesville, GA, and Strickland & Sons Pipeline, Inc. of Gainesville, GA. The estimated annual cost is $3,000,000.00.

30 Approve the renewal of the annual contract for RFQ/P #45-015 Roll-Off Solid Waste Hauling Services for Public Works & Utilities to North GA Excavation Group, LLC of Lula, GA. The estimated annual cost is $787,500.00.

31 Approve the renewal of the annual contract for RFQ/P #43-004 Sewer System Operations Service for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL. The estimated annual cost is $1,229,559.00.

32 Approve the award of IFB #013-46 Front-End-Loader Hauling Services for the Resource Recovery Recycling Center to Peachtree Waste, LLC of Atlanta, GA. The estimated annual cost is $225,000.00.

33 Approval and authorization for the Chairman to execute an Intergovernmental Agreement between Hall County and the City of Buford to provide sanitary sewage collection and treatment service for Hall County Tax Parcel 08154 000003 which consists of approximately 3.07 acres; authorization for Hall County to collect any and all sewer fees, subject to review and approval by the County Attorney. Commission District 1.

34 Approve the acceptance of $1,553,009.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, Sewer and Sidewalks in Ponderosa Farm Phase II Subdivision. Commission District 1.

35 Approve the release of $297,169.00 Guaranty Performance/Maintenance Agreement and Acceptance of Streets into Hall County Maintenance in Magnolia Station Phase II Subdivision. Commission District 3.

36 Approval and authorization for the Chairman to execute a resolution to approve and adopt both the Hall County Safe Streets for All Safety Action Plan and a goal of working towards zero traffic related deaths and serious injuries by 2050, and authorize the Chairman to execute any necessary documents, subject to review and approval by the County Attorney.

37 Approve the purchase one (1) Fully Equipped 2022 Chevrolet Tahoe Pursuit Vehicle for the Sheriff Office to Thomas J Madden and Assoc Inc. of Buford, GA, in the amount of $72,000.00.

38 Approve the renewal of annual contract for IFB #001-45 Point Blank AXII-4 Ballistic Vests for the Sheriff's Office to Federal Eastern International, LLC (FEI) of Jacksonville, FL. The estimated annual cost is $78,383.00.

39 Approve the award of IFB #010-46 Uniform Supply Annual Contract for Sheriff's Office to Uniforms Unlimited of Athens, GA, Strongpoint, LLC of Gainesville, GA, Federal Eastern International, LLC of Jacksonville, FL, Smyrna Police Distributors of Smyrna, GA, and T & T Uniforms, Inc. of Austell, GA. The estimated annual cost is $121,254.00.

40 Approve the annual contract renewal for medical services for the Hall County Jail to Dr. Linwood Zoller, M.D. of Gainesville, GA. The estimated annual cost is $171,612.00.

41 Approve the annual contract renewal for nursing and mental health services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA. The estimated annual cost is $2,250,000.00.

42 Approve the renewal of the annual contract for RFQ/P# 45-006 Inmate Food Services for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated annual cost is $1,360,000.00.

**Other Business - Financial Services**

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

43 Present the proposed Fiscal Year 2026 Budget and Public Hearing.

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

*There were no comments from the public.*

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

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

44 **4212 Roy Parks Road | Rezone |** from Agricultural Residential (AR-IV) and Highway Business (H-B) to Planned Industrial Development (PID) | on a 22.45± acre tract on the north side of Roy Parks Road approximately 408 feet from its intersection with Candler Road | Zoned AR-IV & H-B, Tax Parcel: 15024 000008 | **Proposed use: Natural gas facility** | Commission District 3 | **Clean Eagle RNG, LLC, applicant** Note: Tabled at the February 27, 2025 Voting Meeting until the March 27, 2025 Voting Meeting. Note: Tabled at the March 27, 2025 Voting Meeting until the April 8, 2025 Voting Meeting. Note: Tabled at the April 8, 2025 Meeting until the May 8, 2025 Voting Meeting. Note: Tabled at the May 8, 2025 Meeting until the June 12, 2025 Voting Meeting.

*Mr. Lawhon introduced the item.*

*Commissioner Poole/Commissioner Stowe — approve removing item 44 from the table — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Ms. Garmon discussed the item. Public Hearing was previously closed at the March 27, 2025 Voting Meeting.*

*Commissioner Poole/Commissioner Stowe — approve withdrawal of item 44— Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

45 **5962 Jim Crow Road | Amend Conditions of Zoning** | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel 08101 002002 | **Proposed Use: Expansion of services** | Commission District 2 | **Burton Outdoor Adventures c/o Jason Burton, applicant**

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

*The following people addressed the Board:*

*Favor:*

- *Jason Burton, 5962 Jim Crow Road, Flowery Branch*

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

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions:*

1. *The development is approved as generally shown on the submitted site plan dated January 28, 2025 and described in the project narrative dated March 10, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *Any new lighting on the premises shall be of a non-spill type.*
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 Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.*
4. *All conditions of zoning shall be made a part of any plat created for the parcel.*
5. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."*
6. *A variance is granted from 20 feet to 10 feet to the buffer along the north, west, and east property lines around the proposed pond.*

46 **2905 McEver Road | Amend Conditions of Zoning |** in GCOD on a 1.00± acre tract located on the south side of McEver Road approximately 826 feet from its intersection with Green Road | Zoned H-B; Tax Parcel 07300 000003A | **Proposed Use: Expansion of vehicle sales and vehicle repair, major** | Commission District 2 | **Fady Hanna, applicant**

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

*The following people addressed the Board:*

*Favor:*

- *Fady Hanna, 2905 McEver Road, Buford*

*Commissioner Powell/Commissioner Poole — approve with the ten (10) conditions listed below — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions:*

1. *The property shall be developed in accordance with development standards enforced at the time of site plan approval, modified as necessary for compliance with conditions herein.*
2. *Hours of operation shall be Monday through Friday, 8:00 a.m. — 6:00 p.m., Saturday: 10:00 a.m. — 2:00 p.m., Sunday: closed.*
3. *The maximum number of vehicles on site for sale and service shall not exceed fifty (50) or as otherwise limited by the number and location approved by the Fire Marshal and other applicable development standards per the Hall County Unified Development Code (UDC).*
4. *All vehicles awaiting repair must be parked in designated spaces located on the southeast side of the property, as indicated on the submitted site plan dated February 13, 2025. No vehicles awaiting repair shall be parked in any spaces adjacent to McEver Road.*
5. *All parking in the right-of-way of both the road and railroad is prohibited.*
6. *Customer and employee parking shall be designated on site in accordance with the site plan submitted as part of the zoning application.*
7. *No junk vehicles, scrap materials, or parts shall be stored in such a way as to be visible on the site. All materials utilized in the service of vehicles shall be stored in an enclosed building. No outside storage of equipment or materials is allowed. Additionally, no storage of boats or recreational vehicles shall be allowed on the property.*
8. *Any change or additions to signage shall adhere to GCOD standards.*
9. *No variances or development exceptions are granted as part of this request*

*that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.*

10. *All conditions of zoning shall be made part of any plats created for the property.*

47 **4396 & 4382 Friendship Road & 4436 Ridge Road | Amend Conditions of Zoning |** on a combined 3.07± acre tract located on the south side of Friendship Road at its intersection with Ridge Road | Zoned PCD (GCOD); Tax Parcels 08154 000005A, 000005, & 000003 | **Proposed Use: Convenience store with retail and self-storage** | Commission District 1 | **Sinndar Enterprises, Inc., applicant**

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

*The following people addressed the Board:*

*Favor:*

- *Holt Persinger, 4525 South Lee Street, Buford*
- *Stephen Klee, 0 Ridge Road, Buford*

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

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions:*

1. *Development is approved as generally shown on the concept plan received April 30, 2025, and described in the project narrative dated March 6, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *Hours of operation for the convenience store shall be 5:00 a.m. - 12:00 a.m., seven days a week.*
3. *Driveway placement and design shall be approved by the Georgia Department of Transportation (GDOT) and Hall County Engineering.*
4. *There shall be no outdoor storage.*
5. *An eight foot tall opaque wood fence with a ten foot landscape buffer shall be constructed along the western property line.*
6. *The buildings shall be no more than 3 stories above grade.*
7. *A 10 foot landscape buffer shall be required along the southern property line.*
8. *No variances or development exceptions are granted as part of this request*

*that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.*

9. *All conditions of zoning shall be made a part of any plats or construction plans created for the property.*
10. *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."*
11. *No parking spaces shall be designated immediately adjacent to the right-of-way of either Friendship Road or Ridge Road. The number of required parking spaces for each use may be reduced to accommodate this requirement subject to the final review and approval of the Director of Planning and Zoning, or their designee.*

48 **5707 Holiday Road | Amend Conditions of Zoning |** on a 3.04± acre tract located on the northeast side of Holiday Road approximately 194 feet from its intersection with Bethlehem Church Road | Zoned I-1; Tax Parcel 07329 001003 | **Proposed use: Vehicle sales, vehicle repair, and truck yard** | Commission District 2 | **Ayoub Botrus, applicant**

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

*The following people addressed the Board:*

*Favor:*

- *Mina Botrus, 5707 Holiday Road, Buford*

*Commissioner Powell/Commissioner Stowe — approve with the eight (8) conditions listed below — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions:*

1. *The property shall be developed in accordance with the site plan revised April 28, 2025, and as described in the revised project narrative dated April 28, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *The property shall be used for vehicle sales and vehicle repair only.*
3. *The property is not approved for any rental of parking spaces, including those to be leased for truck parking.*
4. *Customer, employee, and vehicle repair parking shall be provided as required by the Unified Development Code of Hall County per Table 8.1.1.*
5. *The sales lot shall be limited to 141 parking spaces, with 26 spaces reserved for customer and employee parking.*
6. *Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.*
7. *No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.*
8. *All conditions of zoning shall be made part of any plats created for the property.*

49 **2505 Dana Circle | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B | **Proposed Use: Vehicle sales** | Commission District 3 | **Tim Karas, applicant**

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

*conducted the Public Hearing.*

*The following people addressed the Board:*

*Favor:*

- *Tim Karas, 2505 Dana Circle, Gainesville*

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

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions:*

1. *The property shall be developed in accordance with the site plan dated March 6, 2025, and as described in the project narrative dated March 18, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *There shall be no more than 43 parking spaces for the display and sale of vehicle and no more than 12 spaces for vehicles awaiting reconditioning as shown on the site plan dated March 6, 2025 and described in the project narrative dated March 18, 2025*
3. *All vehicles awaiting reconditioning shall be stored behind the building on the area labeled as gravel parking as shown on the site plan dated March 6, 2025.*
4. *Access to the development shall be approved by the Hall County Engineering Department and all traffic engineering standards shall be met. The developer shall be responsible for all necessary associated costs of improvements. No towing or car transports over 14,000 pounds Gross Vehicle Weight ratings will be allowed on Dana Drive or Dana Circle.*
5. *All signage shall comply with the Hall County Unified Development Code (UDC).*
6. *No variances or development exceptions are granted as part of this request that are not explicitly granted by Board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, Fire Marshal, and Hall County Engineering.*
7. *All conditions of zoning shall be made a part of any plats or construction plans created for the property.*
8. *A 6 foot tall opaque fence shall be installed along the eastern property line abutting AR-1 zoning in addition to a 15 foot transitional buffer.*
9. *A 30 foot front setback shall be maintained along Dana Circle and no parking shall be permitted within this setback.*
10. *All parking areas shall be paved with asphalt or concrete.*
11. *Any lighting on the premises shall be of a non-spill type.*

50 **5323 Thompson Bridge Road | Rezone |** from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, applicant**

*Mr. Lawhon introduced items 50, 51 and 52, which were heard together. Ms. Garmon discussed the items. Mr. Lawhon conducted the Public Hearing.*

*The following people addressed the Board regarding both items 50, 51 and 52:*

*Favor:*

- *John Cane, 3910 Overlake Drive, Cumming*

*Commissioner Powell/Commissioner Poole — approve with the nine (9) conditions listed below — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions:*

1. *The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.*
3. *The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.*
4. *Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.*
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 be made part of any plats created for the property.*

7. *Business hours shall be limited to Monday — Friday 8 a.m. to 6 p.m.*
8. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."*
9. *No fuel sales shall be permitted.*

51 **5323 Thompson Bridge Road | Special Use |** Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, applicant**

*Items 50, 51 and 52 were heard together. See item 50 for public hearing details.*

*Commissioner Powell/Commissioner Poole — approve with the nine (9) conditions listed below — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions:*

1. *The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.*
3. *The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.*
4. *Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.*
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 be made part of any plats created for the property.*
7. *Business hours shall be limited to Monday — Friday 8 a.m. to 6 p.m.*
8. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."*
9. *No fuel sales shall be permitted.*

52 **5323 Thompson Bridge Road | Appeal a Planning Commission Decision for a Variance to Section 6.2 |** Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | Commission District 2 | **John Cane, applicant**

*Items 50, 51 and 52 were heard together. See item 50 for public hearing details.*

*Commissioner Powell/Commissioner Poole — approve appeal with the nine (9) conditions listed below — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions:*

1. *The property shall be developed in accordance with the site plan dated February 13, 2025, and as described in the project narrative dated February 13, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *A 25 foot wide undisturbed buffer adjacent to all residentially-zoned property shall be maintained. The existing landscaping shall be supplemented with additional planted evergreens with an installation height of no less than 6 feet to provide sufficient screening of the development. Final review and approval of the landscape plan is subject to the Director of Planning and Zoning, or their designee.*

3. *The total number of vehicles parked outside awaiting repair shall be limited to a total of 3.*
4. *Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.*
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 be made part of any plats created for the property.*
7. *Business hours shall be limited to Monday — Friday 8 a.m. to 6 p.m.*
8. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."*
9. *No fuel sales shall be permitted.*

**Other Business - Tax Commissioner**

*Ken Jarrard of Jarrard & Davis addressed the Board.*

53 Approval and authorization for the Chairman to execute a resolution expressing support for the Tax Commissioner, requesting good faith cooperation by the Board of Assessors in addressing an illegitimate homestead exemption application filed on behalf of the Tax Commissioner Darla Eden, subject to review and approval by the County Attorney. NOTE: Tabled at the May 22, 2025 Voting Meeting until the June 12, 2025 Voting Meeting.

*Commissioner Stowe/Commissioner Poole — approve removing item 53 from the table — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — abstained*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

*Commissioner Stowe/Commissioner Powell — deny — Vote: 3 to 2*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — nay*

*Commissioner Poole — nay*

*Commissioner Stowe — aye*

*Motion passed.*

**County Administrator**

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

- *Thanked the Board of Commissioners for their leadership in the budget process.*
- *Thanked Financial Services Director Taylor Samples, Financial Services staff and Department Directors for their work on the proposed budget.*

**Commission Time**

*Commissioner Gregg Poole, District 3, allowed Mandy Harris to use his commission time to further discuss item 53.*

**Adjourn**

*Commissioner Powell/Commissioner Stowe — adjourn at 7:22 p.m. — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 342/2025

**SUBJECT:** Approve the renewal of the annual contract for RFQ/P #44-034 Demand Services for On-Call HVAC Unit Installation, Repair and Maintenance for Central Services to Conditioned Air Systems, Inc. of Gainesville, GA, Freedom Mechanical, LLC of Lula, GA, and J.R. Hobbs Co-Atlanta of Lawrenceville, GA. The estimated annual cost is $418,029.00.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** KI

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the renewal of the annual contract for RFQ/P #44-034 Demand Services for On-Call HVAC Unit Installation, Repair and Maintenance for Central Services to Conditioned Air Systems, Inc. of Gainesville, GA, Freedom Mechanical, LLC of Lula, GA, and J.R. Hobbs Co-Atlanta of Lawrenceville, GA. The estimated annual cost is $418,029.00.

**History:**

**Facts and Issues:**
This is year two (2) of a possible five (5) year contract.

There are no price increases requested by any vendor for FY 2026.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 418,029.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |

**Has it been reviewed by the County Attorney?** Yes
**Is there a deadline for this item?** 2025-06-30

**Approvals:**

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

**Attachments:**
Financial Supplement
Signature Request Cover Sheet
Conditioned Air - Renewal
Freedom Mechanical - Renewal
JR Hobbs - Renewal

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 342/2025

**Funds Requested:** $ 418,029.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 541300-BUILDING AND IMPROVEMENTS | $418,029.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** KI

**Phone:** 770-531-6823

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT RENEWAL SIGNATURE REQUEST


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**


Date: June 12, 2025

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contract renewals:

Bid/Contract Number: 44-034-1

Bid/Contract Name: Demand Services for On-Call HVAC Contractors

Department(s) Requesting Contract: Central Services

Award Recipient Name: Conditioned Air Systems, Inc.; Freedom Mechanical, LLC; J.R. Hobbs Co-Atlanta

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $1,008,563.93

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount:$418,029.00

☐ Product Contract Estimated Amount:

Comment:

This is for year two (2) of a possible five (5) year contract. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

May 2, 2025

Conditioned Air Systems, Inc.
2410 Hilton Way SW
Gainesville, GA 30501
Attn: Michael Conley
Commercial Field Supervisor
Email: mconley@conditionedairsystems.com
Ph: (678) 928-1373

Subject: 44-034 Demand Services for On-Call HVAC Unit Installation, Repair, & Maintenance

Dear Michael,

Please find attached Contract Renewal #1, extending the contract for year two (2) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by May 9, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-034-1

# Contract Renewal #1
for
Year Two (2) of Five (5)

Title: 44-034 Demand Services for On-Call HVAC Unit Installation, Repair, & Maintenance
Date: May 2, 2025

**WHEREAS** Contract #44-034 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Conditioned Air Systems, Inc of 2410 Hilton Way SW, Gainesville, GA 30501 until June 30, 2026; and

**WHEREAS** the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-034 dated June 13, 2024; and

**WHEREAS** the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

**WHEREAS** with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

**THEREFORE,** with the above change to the original contract set forth herein, the Parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both Parties.

State of Georgia
County of Hall

Contract # 44-034-1

Attachment A

#44-034 Demand Services for On-Call HVAC Unit Installation, Repair, & Maintenance

**WHEREAS** the Contractor and the County have agreed to a change in the contract prices and have recorded them below and have both agreed to their rates. The prices associated with this contract are hereby changed upon approval of the County:

$115 Trip Charge
$115 Per hour

[Signature Page Follows]

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**Conditioned Air Systems, Inc.**

By: _____

Print Name: Baya M. Pruitt

Title: Vice President

Sworn to and subscribed before me this

7 day of May, 2025.

Notary Public: _____

Notary commission expires: 5.20.28

[Locus Sigilli – Seal or Stamp]

Tamara Brandy Browning NOTARY EXPIRES GEORGIA 05/20/28 PUBLIC Hall COUNTY

**Hall County, Georgia**

By: _____

David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

# Hall County Government
FINANCIAL SERVICES
PURCHASING DIVISION

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

May 2, 2025

Freedom Mechanical LLC
5447 Old Cornelia Highway
Lula, GA 30554
Attn: Brad Mullinax
Owner
Email: brad@freedommechanical.co
Ph: (678) 943-5836

Subject: 44-034 Demand Services for On-Call HVAC Unit Installation, Repair, & Maintenance

Dear Brad,

Please find attached Contract Renewal #1, extending the contract for year two (2) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by May 9, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-034-1

# Contract Renewal #1
for
Year Two (2) of Five (5)

Title: 44-034 Demand Services for On-Call HVAC Unit Installation, Repair, & Maintenance
Date: May 2, 2025

**WHEREAS** Contract #44-034 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Freedom Mechanical LLC of 5447 Old Cornelia Highway, Lula, GA 30554 until June 30, 2026; and

**WHEREAS** the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-034 dated June 13, 2024; and

**WHEREAS** the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

**WHEREAS** with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

**THEREFORE,** with the above change to the original contract set forth herein, the Parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both Parties.

State of Georgia
County of Hall

Contract # 44-034-1

Attachment A

#44-034 Demand Services for On-Call HVAC Unit Installation, Repair, & Maintenance

**WHEREAS** the Contractor and the County have agreed to a change in the contract prices and have recorded them below and have both agreed to their rates. The prices associated with this contract are hereby changed upon approval of the County:

[Signature Page Follows]

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**Freedom Mechanical LLC**

By: _____

Print Name: Brad Mullinax

Title: Owner

Sworn to and subscribed before me this

13 day of May, 2025.

Notary Public: _____

Notary commission expires: April 8, 2028

[Locus Sigilli – Seal or Stamp]

**Hall County, Georgia**

By: _____

David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

AMY TURNER MULLINAX NOTARY PUBLIC COMMISSION EXPIRES April 8, 2028 HALL COUNTY, GA

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770 531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

May 2, 2025

J.R. Hobbs Co-Atlanta
2021 Cedars Rd, Suite 100
Lawrenceville, GA 30043
Attn: Travis Riley
Director of Commercial Service
Email: triley@jrhobbs.co
Ph: (706) 601-0069

Subject: 44-034 Demand Services for On-Call HVAC Unit Installation, Repair, & Maintenance

Dear Travis,

Please find attached Contract Renewal #1, extending the contract for year two (2) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by May 9, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-034-1

# Contract Renewal #1
for
Year Two (2) of Five (5)

Title: 44-034 Demand Services for On-Call HVAC Unit Installation, Repair, & Maintenance
Date: May 2, 2025

**WHEREAS** Contract #44-034 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and J.R. Hobbs Co-Atlanta of 2021 Cedars Rd, Suite 100, Lawrenceville, GA 30043 until June 30, 2026; and

**WHEREAS** the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-034 dated June 13, 2024; and

**WHEREAS** the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

**WHEREAS** with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

**THEREFORE,** with the above change to the original contract set forth herein, the Parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both Parties.

State of Georgia
County of Hall

Contract # 44-034-1

Attachment A

#44-034 Demand Services for On-Call HVAC Unit Installation, Repair, & Maintenance

**WHEREAS** the Contractor and the County have agreed to a change in the contract prices and have recorded them below and have both agreed to their rates. The prices associated with this contract are hereby changed upon approval of the County:

[Signature Page Follows]

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**J.R. Hobbs Co-Atlanta**

By: Travis Riley

Print Name: Travis Riley

Title: Director of Commerical Service

Sworn to and subscribed before me this

21 day of May, 2025.

Notary Public: Natalie Murray

Notary commission expires: 1/12/27

[Locus Sigilli – Seal or Stamp]

NATALIE J. MURRAY
Notary Public, Georgia
Gwinnett County
My Commission Expires
01/12/2027

**Hall County, Georgia**

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM.

Nathaniel R. Anderson,
Senior Assistant County Attorney

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 350/2025

**SUBJECT:** Approve the renewal of the annual contract for RFQ/P# 43-001 Demand Services for Professional Architectural Services for Central Services to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is $510,928.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** KI

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the renewal of the annual contract for RFQ/P# 43-001 Demand Services for Professional Architectural Services for Central Services to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is $510,928.00.

**History:**

All three (3) vendors are in good standing with the County.

**Facts and Issues:**
This is year four (4) of a possible five (5) year contract.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 510,928.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |

**Has it been reviewed by the County Attorney?** Yes
**Is there a deadline for this item?** 2025-07-01

**Approvals:**

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

**Attachments:**

Financial Supplement
Renewal Contracts

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 350/2025

**Funds Requested:** $ 510,928.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 521000-PROFESSIONAL SERVICES | $510,928.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** KI

**Phone:**

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

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**


Date: May 20, 2025

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 43-001-3

Bid/Contract Name: Demand Services for Professional Architectural Services

Department(s) Requesting Contract: Engineering/Public Works

Award Recipient Name: Three (3) Vendors: Hussey, Gay, Bell & DeYoung, Inc. – Precision Planning, Inc. – CPL Team

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: $500,909.21

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: $510,927.40

☐ Product Contract Estimated Amount:

Comment:

This is year four (4) of a possible five (5) year contract.

State of Georgia
County of Hall

Contract#: 43-001-3

Contract Renewal

Demand Services for Professional Architectural Services

April 24, 2025

**Whereas**, the County desires to renew the contract period for a one (1) year period through June 30, 2026, in accordance with the terms and conditions of Contract#: 43-001, Demand Services for Professional Architectural Services; and

**Whereas**, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas**, with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract term through June 30, 2026,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

**Therefore**, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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

**Hussey, Gay, Bell & DeYoung, Inc.**

By: _____

Print Name: CHRISTOPHER M. CAROLL

Title: PRINCIPAL, VICE PRESIDENT

**HALL COUNTY, GEORGIA**

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

28th Day of APRIL, 2025

Notary Public: Susan Marie Seymour

Notary commission expires: 01/12/2028

SUSAN MARIE SEYMOUR
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires January 12, 2028

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract#: 43-001-3

Contract Renewal

Demand Services for Professional Architectural Services

April 24, 2025

**Whereas**, the County desires to renew the contract period for a one (1) year period through June 30, 2026, in accordance with the terms and conditions of Contract#: 43-001, Demand Services for Professional Architectural Services; and

**Whereas**, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas**, with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract term through June 30, 2026,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

**Therefore**, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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

**Precision Planning, Inc.**

By: _____

Print Name: **Elizabeth A. Hudson, AIA**

Title: **Executive Vice President**

**Hall County, Georgia**

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

28th Day of April, 2025

Notary Public: Kathy F Barker

Notary commission expires: 4/6/2027

KATHY F. BARKER NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA APRIL 6, 2027

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract#: 43-001-3

Contract Renewal

Demand Services for Professional Architectural Services

April 24, 2025

**Whereas**, the County desires to renew the contract period for a one (1) year period through June 30, 2026, in accordance with the terms and conditions of Contract#: 43-001, Demand Services for Professional Architectural Services; and

**Whereas**, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas**, with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract term through June 30, 2026,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

**Therefore**, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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

**CPL Team**

By: _____

Print Name: Rebecca Keefer, AICP

Title: Principal

**HALL COUNTY, GEORGIA**

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

25th Day of April, 2025

Notary Public: _____

BRENDA C FARMER NOTARY PUBLIC GWINNETT COUNTY, GEORGIA

Notary commission expires: 5/25/27

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA We have it all in Hall

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 383/2025

**SUBJECT:** Approve the award of IFB# 017-46 Athletic Uniform Supply Annual Contract to BSN Sports, LLC of Farmers Branch, TX, Protime Sports, Inc. of Seattle, WA and Shuma, LLC (dba Shuma Sports) of Lawrenceville, GA. The estimated annual cost is $81,600.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BH

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the award of IFB# 017-46 Athletic Uniform Supply Annual Contract to BSN Sports, LLC of Farmers Branch, TX, Protime Sports, Inc. of Seattle, WA and Shuma, LLC (dba Shuma Sports) of Lawrenceville, GA. The estimated annual cost is $81,600.00.

**History:**

All three (3) vendors are in good standing with the County.

**Facts and Issues:**
This is year one (1) of possible five (5) year contracts. Parks recoups this cost back in the form of fees assessed to the players.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 81,600.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Parks & Leisure |
| **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 |
|---|---|---|---|
| MH | BH | BH | AP |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**
Financial Supplement
Bid Tab
Contract Signature Request Form
BSN Sports Contract
Protime Sports Contract
Shuma Sports Contract

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 383/2025

**Funds Requested:** $ 81,600.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Parks & Leisure

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 273-PARKS & LEISURE SERVICES FUND | 6210-PARKS AND LEISURE SERVICES | 531700-UNIFORMS | $81,600.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BH

**Phone:** (678) 997-5823

**017-46 Athletic Uniform Supply**
**Annual Contract**

| Item # | Description | BSN Sports, LLC Farmers Branch, TX | Protime Sports, Inc. Seattle, WA | Shuma Sports Lawrenceville, GA | Riddell/All American North Ridgeville, OH |
|---|---|---|---|---|---|
| | | Unit Price | Unit Price | Unit Price | Unit Price |
| | | | | | |
| 1 | Youth (Boys) Logo'd Reversible NBA Jersey (all sizes) | $42.20 | $21.50 | $24.95 | N/A |
| 2 | Youth (Girls) Logo'd Reversible WNBA Jersey (all sizes) | $36.75 | $21.50 | $24.95 | N/A |
| 3 | Youth (Mens) Logo'd Reversible NBA Jersey (all sizes) | $42.20 | $21.50 | $24.95 | N/A |
| 4 | Youth (Womens) Logo'd Reversible WNBA Jersey (all sizes) | $36.75 | $21.50 | $24.95 | N/A |
| 5 | Youth (Boys) Logo'd NBA Shorts (all sizes) | $15.10 | $17.50 | $14.95 | N/A |
| 6 | Youth (Girls) Logo'd WNBA Shorts (all sizes) | $15.15 | $17.50 | $14.95 | N/A |
| 7 | Adult (Men) Logo'd NBA Shorts (all sizes) | $15.10 | $17.50 | $14.95 | N/A |
| 8 | Adult (Women) Logo'd WNBA Shorts (all sizes) | $15.15 | $17.50 | $14.95 | N/A |
| 9 | NBA/WNBA Logo'd Game Shirt for Coaches (all sizes) | $14.00 | $21.50 | $13.94 | N/A |
| 10 | (Youth) Softball Jersey, equivalent to MLB replica, quality w / #'s (all sizes) | $38.50 | $8.75 | $20.95 | N/A |
| 11 | (Adult) Softball Jersey, equivalent to MLB replica quality, w / #'s (all sizes) | $38.50 | $9.75 | $20.95 | N/A |
| 12 | Softball Shirt, equivalent to MLB replica quality, for Coaches (all sizes) | $14.00 | $9.75 | $13.95 | N/A |
| 13 | Outdoor Cap (or equivalent) Softball Visor one size - adjustable | $10.00 | $7.95 | $10.50 | $20.93 |

| | | | | | |
|---|---|---|---|---|---|
| 14 | (Youth) MLB & MiLB Replica Jersey w / #'s (all sizes) | $36.75 | $17.50 | $23.95 | N/A |
| 15 | (Adult) MLB & MiLB Replica Jersey w / #'s (all sizes) | $36.75 | $19.95 | $24.95 | N/A |
| 16 | (Adult) MLB & MiLB Replica Shirt for Coaches (all sizes) | $14.25 | $19.95 | $22.95 | N/A |
| 17 | Outdoor Cap (or equivalent) MLB/MiLB Replica Cap (Boys & Coaches) one size - adjustable | $10.50 | $9.75 | $10.95 | N/A |
| 18 | Youth Lacrosse Jersey, equivalent in quality to other unifroms (all sizes) | $45.75 | $10.95 | $33.95 | $44.57 |
| 19 | Adult Lacrosse Jersey, equivalent in quality to other unifroms (all sizes) | $47.35 | $10.95 | $33.95 | $49.80 |
| 20 | Youth Lacrosse Shorts, equivalent in quality to other unifroms (all sizes) | $9.30 | $7.10 | $16.95 | $48.90 |
| 21 | Adult Lacrosse Shorts, equivalent in quality to other unifroms (all sizes) | $9.30 | $7.95 | $16.95 | $52.50 |
| 22 | Lacrosse Shirt, equivalent in quality to other uniforms, for Coaches (all sizes) | $14.00 | $10.95 | $13.94 | $48.90 |
| 23 | All-Star Baseball Uniform (all sizes) | N/A | $9.95 | $54.95 | $103.78 |
| 24 | All-Star Baseball Coaches Uniform (all sizes) | N/A | $9.95 | $34.95 | $103.78 |
| 25 | All-Star Softball Uniform (all sizes) | N/A | $9.95 | $54.95 | $126.13 |
| 26 | All-Star Softball Coaches Uniform (all sizes) | N/A | $9.95 | $34.95 | $126.13 |
| 27 | Gildan Tee (or equivalent) w / logo (all sizes) | $9.70 | $5.25 | $7.50 | $9.15 |
| 28 | Ladies Gildan Tee (or equivalent) w / logo (all sizes) | $11.60 | $5.25 | $7.50 | $9.15 |
| 29 | Gildan Performance Polo (or equivalent) w / logo (all sizes) | $15.00 | $14.75 | $15.95 | $15.40 |
| 30 | Richardson Cap (or equivilant) w / 3D logo | $18.75 | $17.65 | $13.50 | $20.93 |
| 31 | Baseball Custom Sublimated Jersey with names and logos - Youth (all sizes) | $27.85 | $27.50 | $19.95 | $31.69 |

| | | | | | |
|---|---|---|---|---|---|
| 32 | Baseball Custom Sublimated Jersey with names and logos - Adult (all sizes) | $27.85 | $27.50 | $19.95 | $35.79 |
| 33 | Softball Custom Sublimated Jersey with names and logos - Youth (all sizes) | $30.25 | $27.50 | $19.95 | $31.69 |
| 34 | Softball Custom Sublimated Jersey with names and logos - Adult (all sizes) | $30.25 | $27.50 | $19.95 | $35.79 |
| 35 | Basketball Custom Sublimated Jersey with names and logos - Youth (all sizes) | $35.90 | $26.50 | $19.95 | $25.30 |
| 36 | Basketball Custom Sublimated Jersey with names and logos - Adult (all sizes) | $35.90 | $26.50 | $19.95 | $30.28 |
| 37 | Reversible Basketball Custom Sublimated Shorts with and logos - Adult (all sizes) | $42.35 | $36.10 | $35.95 | $54.60 |
| 38 | Reversible Basketball Custom Sublimated Shorts with and logos - Adult (all sizes) | $42.35 | $36.10 | $35.95 | $53.60 |
| 39 | Basketball Custom Sublimated Shorts with and logos - Youth (all sizes) | $35.90 | $17.20 | $19.95 | $53.73 |
| 40 | Basketball Custom Sublimated Shorts with and logos - Adult (all sizes) | $35.90 | $17.20 | $19.95 | $53.60 |

**Bids Mailed: 43 (H) 4**

**Bids Received: 4 (H) 1**

**No bids: 3**

**Custom Printwear, Inc.**

**Solutions in Print**

**4imprint.com**

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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 4, 2025

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contracts:

Bid/Contract Number: IFB#: 017-46

Bid/Contract Name: Athletic Uniform Supply Annual Contract

Department(s) Requesting Contract: Parks and Leisure

Award Recipient Name: Three (3) Vendors: BSN Sports LLC – Farmers Branch, TX, Protime Sports – Seattle, WA and Shuma Sports – Lawrenceville, GA

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

Prior Year's Spend: $80,000.00

☐ Price Increase Requested Increase Percentage: N/A

☐ Project/Service Contract Estimated Amount: N/A

☒ Product Contract Estimated Amount: $81,600.00

Comment:

This will be year one (1) of a possible five (5) year contract. The three (3) vendors listed above will be the pool of vendors from which the Parks and Leisure Department can choose.

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GAINESVILLE, GA 30503

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**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

WHEN ORDERING OFF THIS BID, PLEASE INDICATE THIS BID NUMBER ON ALL ORDERS
25-69090

## EXHIBIT A

### MANDATORY BID RESPONSE FORM

Bidders must complete and return this form with their bid

By submitting a proposal, the respondent certifies that they have fully read and understand the proposal's Scope of Work and requirements needed to complete the project. The services offered and the cost proposal must be valid for at least one-hundred twenty days (120) from date of signature.

**Bid No:** IFB#: 017-46

**Bid Name:** Athletic Uniform Supply Annual Contract

**Date of Bid Submittal:** 5/23/25

**Affirmation:** Bidder affirms the following by affixing a wet signature in blue ink below:

> "I, the undersigned, agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this bid proposal".

Company's Full Legal Name: BSN Sports, LLC

Bidder Signature: John Stafford Date: 5-22-25

Print Name: John Stafford

Title: Sr. Bid Specialist

Phone Number: 1-800-527-7510

Email Address: BSNBID@BSNSPORTS.com

Physical Address 1: 14460 Varsity Brands Way Farmers Branch, TX 75244

Physical Address 2: _____

City/State/Zip: _____

Unsigned bids may be declared as "non-responsive" and may not be evaluated.

If you desire to submit a "No-Bid" then please indicate by checking one or both of the reasons listed below and explain.

_____ Bidder does not offer this product/service

_____ Unable to meet specifications

_____ Unable to meet scheduled time-line

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #: 017-46

For the provision of

# Athletic Uniform Supply Annual Contract

## ARTICLE #101 – INTRODUCTION

This Contract for Athletic Uniform Supply Annual Contract (hereinafter "Services") is made and as entered into as of July 1, 2025 (execution date) and July 1, 2025 (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and BSN Sports, LLC which is principally located at 14460 Varsity Brands Way Farmers Branch, TX 75244. (hereinafter "Contractor").

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

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

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

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

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

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

**NOW THEREFORE,** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed

and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

**ARTICLE #102 – CONTRACT**

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

**ARTICLE #103 – NOTICES**

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

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

**COUNTY ISSUING OFFICER**
Mike Hawkins
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org
Ph: (678) 696-2497

**CONTRACTOR'S CONTACT INFORMATION**

Contact Names: John Stafford - Sr. Bid Specialist
Greg Hansen - Sales Pro
Company Name: BSN Sports, LLC
Physical Address: 14460 Varsity Brands Way Farmers Branch, TX 75244

**REMIT TO ADDRESS (if different):** P.O. Box 841393
Dallas, TX 75284-1393

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

**ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**
This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

**ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**
In the event that either Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.

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

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

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

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

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

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

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

**ARTICLE #108 – TERMINATION PROVISIONS**

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

A. **Termination for Convenience.** Following thirty (30) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

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

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

material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
   2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
   3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.

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

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
   1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

BSN SPORTS, LLC
PO BOX 7726
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2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

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

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR**

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

**ARTICLE #111 – USE OF THIRD PARTIES**

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

**ARTICLE #112 – ENTIRE CONTRACT**

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

**ARTICLE #113 – SEVERABILITY**

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

**ARTICLE #114 – RECORDS**

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

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B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

**ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS**

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

**ARTICLE #116 – WAIVER**

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

**ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

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

**ARTICLE #118 – INSURANCE REQUIREMENTS**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor

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and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

**Workers Compensation Insurance:** Required for all contracts.
- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $500,000 Bodily Injury by Disease – Each Employee

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

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

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

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

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

**Additional Provisions: Required for all contracts.**
- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).

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- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services; students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

**Crime Insurance:** Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.
- $1,000,000 Employee Dishonesty
- $1,000,000 Funds Transfer Fraud
- $100,000 Money & Securities
- $1,000,000 Computer Crime
- $100,000 Social Engineering or its equivalent

**Cyber Insurance:** Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.
- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate
- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses
- $50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

**Additional Provisions:** Coverage shall include at a minimum:
- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contractor information is obtained or accessed
- Ransomware

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

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. Upon Contract Execution, the County will issue a Notice to Proceed ("NTP") and a Purchase Order ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination

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of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Contractor's representative in ARTICLE #103 – NOTICES.

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

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

B. **Invoice/Payment**

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

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

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

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

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

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

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS** (if required)
Not applicable.

**ARTICLE #124 – RETAINAGE** (If required)
Not applicable.

**ARTICLE #125 – VENUE AND GOVERNING LAW**
The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

**ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**
Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

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

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

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

**ARTICLE #128 – ORDER OF PRECEDENCE**

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

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

**ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

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

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

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

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

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

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**ARTICLE #132 – NOT A JOINT VENTURE**

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

**ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

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

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

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33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

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

Print Contractor's Full Legal Name Below:

BSN Sports, LLC

By: John Stafford

Print Name: John Stafford

Title: Sr. Bid Specialist

Sworn to and subscribed before me this

22 Day of May, 2025.

Notary Public: _____

Notary commission expires: 01/12/2026

[Locus Sigilli – Seal or Stamp]

JONATHAN ANDERSON
My Notary ID # 133529396
Expires January 12, 2026

**HALL COUNTY, GEORGIA**

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

Date: _____

Attestation: _____
Commission Clerk

Date: _____

**017-46 Athletic Uniform Supply**
**Annual Contract**

| Item # | Description | Unit Price |
|---|---|---|
| | | |
| | **Basketball Uniforms** | |
| 1 | Youth (Boys) Logo'd Reversible NBA Jersey (all sizes) | $42.20 w/ jersey numbers & logo |
| 2 | Youth (Girls) Logo'd Reversible WNBA Jersey (all sizes) | $36.75 w/ jersey numbers & logo |
| 3 | Youth (Mens) Logo'd Reversible NBA Jersey (all sizes) | $42.20 w/ jersey numbers & logo |
| 4 | Youth (Womens) Logo'd Reversible WNBA Jersey (all sizes) | $36.75 w/ jersey numbers & logo |
| 5 | Youth (Boys) Logo'd NBA Shorts (all sizes) | $15.10 w/o decoration |
| 6 | Youth (Girls) Logo'd WNBA Shorts (all sizes) | $15.15 w/o decoration |
| 7 | Adult (Men) Logo'd NBA Shorts (all sizes) | $15.10 w/o decoration |
| 8 | Adult (Women) Logo'd WNBA Shorts (all sizes) | $15.15 w/o decoration |
| 9 | NBA/WNBA Logo'd Game Shirt for Coaches (all sizes) | $14.00 w/ logo |
| 10 | (Youth) Softball Jersey, equivalent to MLB replica, quality w / #'s (all sizes) | $38.50 w/ numbers & logo |
| 11 | (Adult) Softball Jersey, equivalent to MLB replica quality, w / #'s (all sizes) | $38.50 w/ numbers & logo |
| 12 | Softball Shirt, equivalent to MLB replica quality, for Coaches (all sizes) | $14.00 w/ logo |

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| | | |
|---|---|---|
| 13 | Outdoor Cap (or equivalent) Softball Visor one size - adjustable | $10.00 w/ logo |
| 14 | (Youth) MLB & MiLB Replica Jersey w / #'s (all sizes) | $36.75 w/ jersey numbers & logo |
| 15 | (Adult) MLB & MiLB Replica Jersey w / #'s (all sizes) | $36.75 w/ jersey numbers & logo |
| 16 | (Adult) MLB & MiLB Replica Shirt for Coaches (all sizes) | $14.25 w/ logo |
| 17 | Outdoor Cap (or equivalent) MLB/MiLB Replica Cap (Boys & Coaches) one size - adjustable | $10.50 w/ logo |
| 18 | Youth Lacrosse Jersey, equivalent in quality to other unifroms (all sizes) | $45.75 w/ logo & numbers both sides |
| 19 | Adult Lacrosse Jersey, equivalent in quality to other unifroms (all sizes) | $47.35 w/ logo & numbers both sides |
| 20 | Youth Lacrosse Shorts, equivalent in quality to other unifroms (all sizes) | $9.30 w/o decoration |
| 21 | Adult Lacrosse Shorts, equivalent in quality to other unifroms (all sizes) | $9.30 w/o decoration |
| 22 | Lacrosse Shirt, equivalent in quality to other uniforms, for Coaches (all sizes) | $14.00 w/ logo |
| 23 | All-Star Baseball Uniform (all sizes) | n/a |
| 24 | All-Star Baseball Coaches Uniform (all sizes) | n/a |
| 25 | All-Star Softball Uniform (all sizes) | n/a |
| 26 | All-Star Softball Coaches Uniform (all sizes) | n/a |
| 27 | Gildan Tee (or equivalent) w / logo (all sizes) | $9.70 w/ logo |

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| | | |
|---|---|---|
| 28 | Ladies Gildan Tee (or equivalent) w / logo (all sizes) | $11.60 w/ logo |
| 29 | Gildan Performance Polo (or equivalent) w / logo (all sizes) | $15.00 w/ logo |
| 30 | Richardson Cap (or equivilant) w / 3D logo | $18.75 w/ logo |
| 31 | Baseball Custom Sublimated Jersey with names and logos - Youth (all sizes) | $27.85 V-Neck |
| 32 | Baseball Custom Sublimated Jersey with names and logos - Adult (all sizes) | $27.85 V-Neck |
| 33 | Softball Custom Sublimated Jersey with names and logos - Youth (all sizes) | $30.25 V-Neck |
| 34 | Softball Custom Sublimated Jersey with names and logos - Adult (all sizes) | $30.25 V-Neck |
| 35 | Basketball Custom Sublimated Jersey with names and logos - Youth (all sizes) | $35.90 |
| 36 | Basketball Custom Sublimated Jersey with names and logos - Adult (all sizes) | $35.90 |
| 37 | Reversible Basketball Custom Sublimated Shorts with and logos - Adult (all sizes) | $42.35 |
| 38 | Reversible Basketball Custom Sublimated Shorts with and logos - Adult (all sizes) | $42.35 |
| 39 | Basketball Custom Sublimated Shorts with and logos - Youth (all sizes) | $35.90 |
| 40 | Basketball Custom Sublimated Shorts with and logos - Adult (all sizes) | $35.90 |

Your sales pro is: Greg Hansen
ghansen@bsnsports.com
678-429-5064

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Varsity Brands, Inc.

2 Business name/disregarded entity name, if different from above.

BSN Sports LLC (FEIN# 22-2795073)

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

14460 Varsity Brands Way

6 City, state, and ZIP code

Farmers Branch, TX 75244

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | – | | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |

**or**

**Employer identification number**

| 9 | 3 | – | 3 | 6 | 9 | 7 | 1 | 6 | 3 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** Angie Stevenson | **Date** 1/2/2025

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Angie Schlemmer**
**Vice President – Tax**

January 6, 2025

RE: Varsity Brands, Inc.
FEIN 93-3697163

BSN Sports, LLC
FEIN 22-2795073

To Whom It May Concern:

Effective October 27, 2023, BSN Sports, LLC became a wholly owned subsidiary of Varsity Brands, Inc., a newly formed corporation incorporated in the State of Delaware. Because of BSN Sports, LLC's limited liability status, it is deemed to be a disregarded entity pursuant to the rules of the Internal Revenue Service. As such, when our customers and vendors request our FEIN, we are required to provide the FEIN of our parent.

Therefore, please see the attached Form W-9 for Varsity Brands, Inc. with BSN Sports, LLC entered on Line 2 as the "dba". The bidder/contractor of record is BSN Sports, LLC. Please update your records accordingly.

If you have any questions, please contact me at aschlemmer@varsitybrands.com or (214) 533-6613.

Thank you,

Angie Schlemmer
Varsity Brands, Inc.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government
FINANCIAL SERVICES
PURCHASING DIVISION

## EXHIBIT E
## MANDATORY E-VERIFY AFFIDAVIT

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program; and,
b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof; and,
c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof; and,
d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of contract; and,
e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c); and,
f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and,
g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five (5) business days of receipt.

1895187 — Federal Work Authorization User ID Number
9/29/22 — Date of Authorization
BSN Sports, LLC — Name of Contractor
Athletic Uniform Supply Annual Contract — Name of Project

Name of Public Employer: Hall County, Georgia

*I hereby declare under penalty of perjury that the foregoing is true and correct.*

Executed on May 22, 2025 in Farmers Branch (city), Texas (state).

John Stafford
Signature of Authorized Officer or Agent

John Stafford - Sr. Bid Specialist
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 22 DAY OF May, 2025.

NOTARY PUBLIC TEXAS
My Commission Expires: 01/12/2026

JONATHAN ANDERSON
My Notary ID # 133529396
Expires January 12, 2026

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## EXHIBIT F

## ETHICS AFFIDAVIT

Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia ("County") must read and affirm to adhere to the following ethics requirements for compliance with the Official Code 3.10.070 of Hall County – Ethics.

A. It is the policy of Hall County to seek the best overall value when procuring goods and services. To this end, the County finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsive and responsible vendors wishing to provide products and services to the County. The County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.

B. The County declares that County employees and officials, along with those wishing to do business with the County, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.

C. County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.

D. Prospective vendors must compete for County business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications or influencing a procurement decision through any means outside the process established for the respective solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.

E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), family member(s), and/or County official(s) who do business with the County if there is an appearance of a conflict of interest.

F. Ethical business practices are important both during a solicitation and after the decision to grant an award. The County seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here.

G. Contract compliance history with the County and other contractual parties is a valid element in the decision to award a contract.

H. The County stipulates that the furtherance of its strategic goals for job creation, stability, and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The Purchasing Manager, subject to the approval of the Director of Financial Services, is authorized to establish procurement initiatives consistent with the County's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the County's goals.

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

I. County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition because of contemporaneous employment with a potential or actual business partner.

J. It is unethical for any County employee to purchase commodities or services from a County contract for personal use.

K. Except for solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the Issuing Officer named in the solicitation or the County's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm, or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate County representative.

L. All County commissioners, officials, and employees shall adhere to the standards outlined in the Hall County Code of Ethics.

M. The Purchasing Division of the Financial Services Department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of Code Section 3.10.070 including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Chapter and have more specifically also read Code Section 3.10.070.

Acknowledgement:

*"I hereby declare under penalty of perjury that the foregoing is true and correct."*

John Stafford — Signature

John Stafford — Print Name

BSN Sports, LLC — Company Name

Executed on this 22 day of May, 2025 in Farmers Branch (city), Texas (state).

SUBSCRIBED AND SWORN BEFORE ME
on this the 22 day of May, 2025.
NOTARY PUBLIC: _____
My Commission Expires: 01/12/2026

JONATHAN ANDERSON
My Notary ID # 133529396
Expires January 12, 2026

# STATE OF GEORGIA

## Secretary of State

**Corporations Division**
**313 West Tower**
**2 Martin Luther King, Jr. Dr.**
**Atlanta, Georgia 30334-1530**

**ANNUAL REGISTRATION**

*Electronically Filed*
Secretary of State
Filing Date: 3/22/2024 9:53:03 AM

| BUSINESS INFORMATION | |
|---|---|
| CONTROL NUMBER | 13004119 |
| BUSINESS NAME | BSN SPORTS, LLC |
| BUSINESS TYPE | Foreign Limited Liability Company |
| EFFECTIVE DATE | 03/22/2024 |
| ANNUAL REGISTRATION PERIOD | 2024 |

| PRINCIPAL OFFICE ADDRESS | |
|---|---|
| ADDRESS | 14460 Varsity Brands Way, FARMERS BRANCH, TX, 75244-1200, USA |

| REGISTERED AGENT | | |
|---|---|---|
| NAME | ADDRESS | COUNTY |
| CORPORATE CREATIONS NETWORK INC. | 2985 GORDY PARKWAY; 1ST FLOOR, Marietta, GA, 30006, USA | Cobb |

| AUTHORIZER INFORMATION | |
|---|---|
| AUTHORIZER SIGNATURE | Burton Brillhart |
| AUTHORIZER TITLE | Authorized Person |

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Willis Towers Watson Northeast, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | CONTACT NAME: WTW Certificate Center<br>PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378<br>E-MAIL ADDRESS: certificates@wtwco.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Lexington Insurance Company | 19437 |
| INSURER B: Travelers Property Casualty Company of Ame | 25674 |
| INSURER C: Westchester Surplus Lines Insurance Compan | 10172 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
BSN Sports, LLC
14460 Varsity Brands Way
Farmers Branch, TX 75244

**COVERAGES** **CERTIFICATE NUMBER:** W39068551 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY X PRO-JECT LOC<br>OTHER: | Y | Y | 052114887 | 11/01/2024 | 11/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY<br>X Comp/Coll. Ded. $1.000<br>X Hired Autos | Y | | TJCAP-6E004847-TIL-24 | 11/01/2024 | 11/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | Y | | G74317522 002 | 11/01/2024 | 11/01/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | UB-0X40832A-24-51-K | 11/01/2024 | 11/01/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Workers Compensation and Employers Liability Per Statute | | | UB-0X447910-24-51-R | 11/01/2024 | 11/01/2025 | EL Each Accident<br>EL Disease-Each Empl<br>EL Disease-Policy Lmt | $1,000,000<br>$1,000,000<br>$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Athletic Uniform Supply Annual Contract #017-46

Hall County, Georgia, County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 3050 are included as Additional Insureds as respects to General Liability, Auto Liability and Umbrella/Excess Liability.

**CERTIFICATE HOLDER**

Hall County Government
Ctr-Purchasing Division
4th Floor 2875 Browns Bridge Rd
Gainesville, GA 30504

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia A Forney

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The ACORD name and logo are registered marks of ACORD

SR ID: 27805185 BATCH: 3974070

AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| Willis Towers Watson Northeast, Inc. | | BSN Sports, LLC<br>14460 Varsity Brands Way<br>Farmers Branch, TX 75244 |
| POLICY NUMBER<br>See Page 1 | | |
| CARRIER<br>See Page 1 | NAIC CODE<br>See Page 1 | EFFECTIVE DATE: See Page 1 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.



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SR ID: 27805185 BATCH: 3974070 CERT: W39068551

03/4/2025

USA Tariffs 2025

If new tariffs, duties, or similar government-imposed charges are introduced after a proposal or contract execution, the parties will renegotiate pricing in good faith to reflect the impact of such charges. If such charges occur, notification will be sent in writing, and the order process will be halted until new terms have been agreed upon by both parties.

The BSN Sports -Bid Department

14460 Varsity Brands Way

Farmers Branch, TX 75244

800-527-7510 x7324

Email: Bsnbid@bsnsports.com

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

BSN SPORTS
P.O. Box 7726, Dallas, TX 75209
Phone: (800)-527-7510
Fax: (800)-365-7653

**Please provide us with the Bid Tabulation for the following bid: **

Bid Title: ATHLETIC UNIFORM SUPPLY ANNUAL CONTRACT

Bid Number: 017-46

Due Date: 5/29/2025_____

BSN Bid Log ID Number: ___25-69090_____

You may send the bid Tabulation to our Toll-Free Fax number at (800)365-7653.
or
Email to bsnbid@Bsnsports.com.

Please return this form with your Tabulation

Please feel free to contact us at (800) 527-7510 with any Questions.

Thank you,

Bid Department

Visit us online at
www.bsnsports.com

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #: 017-46

For the provision of

# Athletic Uniform Supply Annual Contract

## ARTICLE #101 – INTRODUCTION

This Contract for Athletic Uniform Supply Annual Contract (hereinafter "Services") is made and as entered into as of July 1, 2025 (execution date) and July 1, 2025 (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and PROTIME SPORTS INC which is principally located at SEATTLE WA . (hereinafter "Contractor").

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

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

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

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

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

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

**NOW THEREFORE,** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed

and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

**ARTICLE #102 – CONTRACT**

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

**ARTICLE #103 – NOTICES**

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

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

**COUNTY ISSUING OFFICER**
Mike Hawkins
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org
Ph: (678) 696-2497

**CONTRACTOR'S CONTACT INFORMATION**

Contact Names: JOHN MOORE, ANDREW MEAD

Company Name: PROTIME SPORTS INC

Physical Address: 18200 SEGALE PARK, DRIVE B
SEATTLE WA 98188

**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**

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

**ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**

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

**ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**

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

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

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

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

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

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

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

**ARTICLE #108 – TERMINATION PROVISIONS**

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

A. **Termination for Convenience**. Following thirty (30) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

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

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

material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

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

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

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

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

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

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

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR**

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

**ARTICLE #111 – USE OF THIRD PARTIES**

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

**ARTICLE #112 – ENTIRE CONTRACT**

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

**ARTICLE #113 – SEVERABILITY**

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

**ARTICLE #114 – RECORDS**

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

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

**ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS**

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

**ARTICLE #116 – WAIVER**

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

**ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

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

**ARTICLE #118 – INSURANCE REQUIREMENTS**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor

and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

**Workers Compensation Insurance:** Required for all contracts.

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

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

**General Liability Insurance:** Required for all service contracts.

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

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

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

**Additional Provisions:**

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

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

**Additional Provisions: Required for all contracts.**

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).

- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

**Crime Insurance**: Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- $1,000,000 Employee Dishonesty
- $1,000,000 Funds Transfer Fraud
- $100,000 Money & Securities
- $1,000,000 Computer Crime
- $100,000 Social Engineering or its equivalent

**Cyber Insurance**: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

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

**Additional Provisions**: Coverage shall include at a minimum:

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

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

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

## ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. Upon Contract Execution, the County will issue a Notice to Proceed ("NTP") and a Purchase Order ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination

of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Contractor's representative in ARTICLE #103 – NOTICES.

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

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

B. **Invoice/Payment**

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

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

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

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

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

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

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS** (if required)
Not applicable.

**ARTICLE #124 – RETAINAGE** (If required)
Not applicable.

**ARTICLE #125 – VENUE AND GOVERNING LAW**
The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

**ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**
Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

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

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

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

**ARTICLE #128 – ORDER OF PRECEDENCE**

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

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

**ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

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

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

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

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

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

**ARTICLE #132 – NOT A JOINT VENTURE**

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

**ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

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

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

33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

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

Print Contractor's Full Legal Name Below:

PROTIME SPORTS INC

By: Jon T Moore

Print Name: JOHN MOORE

Title: PRESIDENT

Sworn to and subscribed before me this

21 Day of MAY, 2025.

Notary Public: Daniel Locascio

Notary commission expires: 9/14/27

DANIEL MARK LOCASCIO
Notary Public
State of Washington
Commission # 23036954
My Comm. Expires Sep 14, 2027

**HALL COUNTY, GEORGIA**

By:
David Gibbs, Chairman
Hall County Board of
Commissioners

Date:

Attestation:
Commission Clerk

Date:

PROTIME SPORTS
18200 SEGALE PARK DRIVE B
SEATTLE, WA 98188
TEL: 800-575-1603

# Sales Order

| Date | S.O. No. |
|---|---|
| 5/27/2025 | A267767B |

| Name / Address | Ship To |
|---|---|
| FULLERTON CITY FC - CHIPPLY<br>,CA | Kelly Whitford<br>1310 Sorrento Pl<br>Fullerton, CA 92831 USA |

| NEED DATE | P.O. No. | Terms | SHIPPING ACCT# | TRANSIT TIME | Ship Date | Ship Via |
|---|---|---|---|---|---|---|
| 06/09/2025 | 5333087 | PREPAY | | | 6/2/2025 | OMG FEDEX 1RP... |

| Item | Description | Ordered | Shipped | Backordered |
|---|---|---|---|---|
| PRINTING | CHIPPLY PRINTING | 3 | | |
| EMBROIDERY | FULLERTON CITY CIRCLE, FRONT OF CAP, WHITE/NAVY/ATH GOLD | 3 | | |
| 4319.999.OSFA | 112 HERITAGE TRUCKER MESH CAP. SOLID NAVY. OSFA | 3 | | |
| | ********** | | | |
| LOGOS | FULLERTON CITY CIRCLE, F/F, WHITE/NAVY/ATH GOLD | 3 | | |
| ST350.ADULT | SPORT-TEK COMPETITOR T. SHORT SLEEVE. TRUE NAVY. AM | 1 | | |
| ST350.ADULT | SPORT-TEK COMPETITOR T. SHORT SLEEVE. TRUE NAVY. AXL | 2 | | |
| | ********** | | | |
| STOCK | SHIP STOCK BY: 6/2 JS | | | |
| | SM & RICH 5-28 | | | |
| NON INVENTORY | 5333087 - Kelly Whitford | | | |
| FREIGHT | FREIGHT | | | |
| CHIPPLY EMAIL | kellynwhitford@gmail.com | | | |
| | **Order Total: $146.24** | | | |
| | **CHECK TOTAL & TAX BALANCE** | | | |
| | CA Sales Tax - Orange | | | |

PULLED: _____

PACKED: _____

PRINTED: _____

CHECKED: _____

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## EXHIBIT A

### MANDATORY BID RESPONSE FORM

Bidders must complete and return this form with their bid

By submitting a proposal, the respondent certifies that they have fully read and understand the proposal's Scope of Work and requirements needed to complete the project. The services offered and the cost proposal must be valid for at least one-hundred twenty days (120) from date of signature.

**Bid No:** IFB#: 017-46

**Bid Name:** Athletic Uniform Supply Annual Contract

**Date of Bid Submittal:** 5/27/25

**Affirmation**: Bidder affirms the following by affixing a wet signature in blue ink below:

> "I, the undersigned, agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this bid proposal".

Company's Full Legal Name: PROTIME SPORTS INC

Bidder Signature: John T Moore Date: _____

Print Name: JOHN T MOORE

Title: PRESIDENT

Phone Number: 800-575-1603

Email Address: johne protimesports.com

Physical Address 1: 18200 SEGALE PARK DRIVE B

Physical Address 2: _____

City/State/Zip: SEATTLE WA 98188

Unsigned bids may be declared as "non-responsive" and may not be evaluated.

If you desire to submit a "No-Bid" then please indicate by checking one or both of the reasons listed below and explain.

_____ Bidder does not offer this product/service

_____ Unable to meet specifications

_____ Unable to meet scheduled time-line

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# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## EXHIBIT E
## MANDATORY E-VERIFY AFFIDAVIT

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program; and,
b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof; and,
c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof; and,
d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of contract; and,
e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c); and,
f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and,
g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five (5) business days of receipt.

MJOH7871 — Federal Work Authorization User ID Number
OCT 22 2021 — Date of Authorization
PROTIME SPORTS INC — Name of Contractor
SPORTS UNIFORMS — Name of Project

Name of Public Employer: Hall County, Georgia

*I hereby declare under penalty of perjury that the foregoing is true and correct.*

Executed on MAY 21, 2025 in SEATTLE (city), WA (state).

Jami Moore
Signature of Authorized Officer or Agent

JOHN MOORE - PRESIDENT
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 21st DAY OF May, 2025.

NOTARY PUBLIC Daniel Locascio
My Commission Expires: 9/14/27

DANIEL MARK LOCASCIO
Notary Public
State of Washington
Commission # 23036954
My Comm. Expires Sep 14, 2027

HALL COUNTY
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PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## EXHIBIT F

## ETHICS AFFIDAVIT

Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia ("County") must read and affirm to adhere to the following ethics requirements for compliance with the Official Code 3.10.070 of Hall County – Ethics.

A. It is the policy of Hall County to seek the best overall value when procuring goods and services. To this end, the County finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsive and responsible vendors wishing to provide products and services to the County. The County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.

B. The County declares that County employees and officials, along with those wishing to do business with the County, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.

C. County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.

D. Prospective vendors must compete for County business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications or influencing a procurement decision through any means outside the process established for the respective solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.

E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), family member(s), and/or County official(s) who do business with the County if there is an appearance of a conflict of interest.

F. Ethical business practices are important both during a solicitation and after the decision to grant an award. The County seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here.

G. Contract compliance history with the County and other contractual parties is a valid element in the decision to award a contract.

H. The County stipulates that the furtherance of its strategic goals for job creation, stability, and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The Purchasing Manager, subject to the approval of the Director of Financial Services, is authorized to establish procurement initiatives consistent with the County's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the County's goals.

I. County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition because of contemporaneous employment with a potential or actual business partner.

J. It is unethical for any County employee to purchase commodities or services from a County contract for personal use.

K. Except for solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the Issuing Officer named in the solicitation or the County's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm, or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate County representative.

L. All County commissioners, officials, and employees shall adhere to the standards outlined in the Hall County Code of Ethics.

M. The Purchasing Division of the Financial Services Department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of Code Section 3.10.070 including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Chapter and have more specifically also read Code Section 3.10.070.

Acknowledgement:

*"I hereby declare under penalty of perjury that the foregoing is true and correct."*

John Moore — JOHN MOORE

Signature — Print Name

PROTIME SPORTS INC

Company Name

Executed on this 21 day of MAY, 2025 in SEATTLE (city), WA (state).

SUBSCRIBED AND SWORN BEFORE ME
on this the 21st day of May, 2025.
NOTARY PUBLIC: Daniel Locascio
My Commission Expires: 9/14/27

DANIEL MARK LOCASCIO
Notary Public
State of Washington
Commission # 23036954
My Comm. Expires Sep 14, 2027

**017-46 Athletic Uniform Supply**
**Annual Contract**

| Item # | Description | STYLE | |
|---|---|---|---|
| | **Basketball Uniforms** | | |
| 1 | Youth (Boys) Logo'd Reversible NBA Jersey all sizes | A105LY | $21.50 |
| 2 | Youth (Girls) Logo'd Reversible WNBA Jersye all sizes | A105LG | $21.50 |
| 3 | (Mens) Logo'd Reversible. NBA jersey all sizes | A105LA | $21.50 |
| 4 | (Womens) Logo'd Reversible. WNBA jersey (all sizes) | A105LW | $21.50 |
| 5 | Youth (Boys) Logo'd NBA Shorts (all sizes) | A205LY | $17.50 |
| 6 | Youth (Girls) Logo'd WNBA Shorts (all sizes) | A205LA | $17.50 |
| 7 | Adult (Men) Logo'd NBA Shorts (all sizes) | | $17.50 |
| 8 | Adult (Women) Logo'd WNBA shorts (all sizes) | | $17.50 |
| 9 | NBA/WNBA Logo'd Game Shirt for coaches (all sizes | | $21.50 |
| 10 | (Youth) Softball Jersey, equivalent to MLB replica, quality w/# all sizes | 4405 CHEYENNE | $8.75 |
| 11 | (Adult) Softball Jersey, equivalent to MLB replica quality w/# all sizes | 4405 CHEYENNE | $9.75 |
| 12 | Softball Shirt, equivalent to MLB replica quality, for Coaches all sizes | 4405 CHEYENNE | $9.75 |
| 13 | Outdoor Cap (or equivalent) Softball visor one size - adjustabl;e | 4302 PCTV-100 | $7.95 |
| 14 | (Youth) MLB & MiLB Replica Jersey w/# (all sizes | 4022 NIKE T | $17.50 |

| | | | |
|---|---|---|---|
| 15 | (Adult) MLB & MiLB Replica Jersey w/# (all sizes) | 4022 NIKE T | $19.95 |
| | | | |
| 16 | (Adult) MLB & MiLB Replica Shirt for coaches (all sizes) | 4002 NIKE T | $19.95 |
| | | | |
| 17 | Outdoor Cap (or equivalent) MLB/MILB Rep caps boys coaches | 4326 | $9.75 |
| | | | |
| 18 | Youth Lacrosse Jersey, equivalent in quality to other uniforms all sizes | A4 NB2274 | $10.95 |
| | | | |
| 19 | Adult Lacrosse Jersey, equivalent in quality to other uniforms all sizes | A4 NB2274 | $10.95 |
| | | | |
| 20 | Youth Lacrosse Shorts, equivalent in quality to other uniforms all sizes | A4 N5293 | $7.10 |
| | | | |
| 21 | Adult Lacrosse Shorts, equivalent in quality to other uniforms all sizes | A4 N5296 | $7.95 |
| | | | |
| 22 | Lacrosse Shirt, equivalent in quality to other uniforms coaches all sizes | A4 NB2274 | $10.95 |
| | | | |
| 23 | All-Star Baseball Uniform (all sizes) | 4001 | $9.95 |
| | | | |
| 24 | All-Star Baseball Coaches Uniform all sizes | 4001 | $9.95 |
| | | | |
| 25 | All-Star Softball Uniform (all sizes) | 4403 HAMPTON | $9.95 |
| | | | |
| 26 | All-Star Softball Coaches Uniform (all sizes) | 4403 HAMPTON | $9.95 |
| | | | |
| 27 | Gildan Tee (or equivalent) w / logo all sizes | 8000 | $5.25 |
| | | | |
| 28 | Ladies Gildan Tee (or equivalent) w / logo (all sizes) | 8000 | $5.25 |
| | | | |
| 29 | Gildan Performance Polo (or equivalent) w/logo (all sizes) | 9355 TRI BLEND | $14.75 |
| | | | |
| 30 | Richardson Cap (or equivilant) w / 3D logo | PTS20 | $17.65 |
| | | | |
| 31 | Baseball Custom Sublimated Jersey with names and logo youth all sizes | | **$27.50** |
| | | | |
| 32 | Baseball Custom Sublimated Jersey with names and logo Adult all sizes | | **$27.50** |

| | | | |
|---|---|---|---|
| 33 | Softball Custom Sublimated Jersey with names and logos Youth all sizes | | **$27.50** |
| | | | |
| 34 | Softball Custom Sublimated Jersey with names and logos Adult (All sizes) | | **$27.50** |
| | | | |
| 35 | Basketball Custom Sublimated Jersey with names and logos Youth (all sizes) | | **$26.50** |
| | | | |
| 36 | Basketball Custom Sublimated Jersey with names and logos Adult (all sizes) | | **$26.50** |
| | | | |
| 37 | Reversible Basketball Custom sublimated shorts and logos - Youth (all sizes) | | **$36.10** |
| | | | |
| 38 | Reversible Basketball Custom sublimated shorts and logos - Adult (all sizes) | | **$36.10** |
| | | | |
| 39 | Basketball Custom Sublimated shorts with logos Youth (all sizes) | | **$17.20** |
| | | | |
| 40 | Basketball Custom Sublimated shorts with logos Adult (all sizes) | | **$17.20** |

STATE OF WASHINGTON

# BUSINESS LICENSE

Issue Date: Jul 26, 2024

Unified Business ID #: 602416622
Business ID #: 001
Location: 0002
Expires: Aug 31, 2025

Profit Corporation

PROTIME SPORTS, INC.
PROTIME SPORTS INC
18289 OLYMPIC AVE S
TUKWILA WA 98188-4722

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
TUKWILA GENERAL BUSINESS - ACTIVE

DUTIES OF MINORS:
Ages 16-17: PULLING ORDERS FROM WAREHOUSE SHELF AT SHOULDER HEIGHT AND BELOW. PACKING ORDERS

LICENSING RESTRICTIONS:
It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Service occupations: if a minor works past 8 p.m., minor must be supervised by a responsible adult employee who is on the premises at all times. WAC 296-125-030(30)

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602416622 001 0002

Expires: Aug 31, 2025

PROTIME SPORTS, INC.
PROTIME SPORTS INC
18289 OLYMPIC AVE S
TUKWILA WA 98188-4722

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
TUKWILA GENERAL BUSINESS - ACTIVE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PROTIME SPORTS INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
18200 SEGALE PARK DRIVE B

Requester's name and address (optional)

6 City, state, and ZIP code
SEATTLE WA 98188

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

**Employer identification number**
20 - 1462122

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person ▶** Jami Moore **Date ▶** 5/25/25

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>CS&S/ST WORLDWIDE INS NETWORK LLC<br>PO BOX 958489<br>LAKE MARY, FL 32746-8989<br>Phone - 877-724-2669<br>Fax - 877-763-5122 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED<br>PROTIME SPORTS, INC.<br>18200 SEGALE PARK DRIVE B<br>TUKWILA, WA 98188-4732 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : National Fire Insurance Company of Hartford — 20478<br>INSURER B :<br>INSURER C :<br>INSURER D : Continental Casualty Company — 20443<br>INSURER E :<br>INSURER F : |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☒ LOC<br>☐ OTHER | Y | Y | 7013668044 | 03/15/2025 | 03/15/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| A | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY | N | N | 7013668044 | 03/15/2025 | 03/15/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| D | ☒ UMBRELLA LIAB ☒ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☒ RETENTION $ 10,000 | N | N | 7013667587 | 03/15/2025 | 03/15/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | Stop Gap Liability | N | N | 7013668044 | 03/15/2025 | 03/15/2026 | Bodily Injury by Accident - Each Accident<br>Bodily Injury by Disease - Each Employee<br>Bodily Injury by Disease - Aggregate | $1,000,000<br>$1,000,000<br>$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIT Industrial L.P as its owner, Clarion Partners as its asset manager and JSH Properties, Inc, as its property manager, their officers, directors, and employees are additional insureds as provided in the blanket additional insured endorsement as it pertains to work being performed by the named insured under written contract.

Business Income and Extra Expense 12 months Actual Loss Sustained. General Liability is Primary and Non-Contributory.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| LIT Industrial L.Pc/o JSH Properties, Inc.<br>14900 Interurban Ave S, Ste 130<br>Tukwile, WA 98168 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>Danielle Durnbard |

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HALL COUNTY
GEORGIA
We have it all in Hall

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GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

# EXHIBIT A

## MANDATORY BID RESPONSE FORM

Bidders must complete and return this form with their bid

By submitting a proposal, the respondent certifies that they have fully read and understand the proposal's Scope of Work and requirements needed to complete the project. The services offered and the cost proposal must be valid for at least one-hundred twenty days (120) from date of signature.

**Bid No:** IFB#: 017-46

**Bid Name:** Athletic Uniform Supply Annual Contract

**Date of Bid Submittal:** May 28, 2025

**Affirmation**: Bidder affirms the following by affixing a wet signature in blue ink below:

> "I, the undersigned, agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this bid proposal".

Company's Full Legal Name: Shuma, LLC dba Shuma Sports

Bidder Signature: _____ Date: 5/28/2025

Print Name: Colton Green

Title: Team Sales Professional

Phone Number: 706-612-5396

Email Address: cgreen@shumasports.com

Physical Address 1: 800 Progress Center Court

Physical Address 2: Suite 250

City/State/Zip: Lawrenceville, GA 30043

Unsigned bids may be declared as "non-responsive" and may not be evaluated.

If you desire to submit a "No-Bid" then please indicate by checking one or both of the reasons listed below and explain.

_____ Bidder does not offer this product/service

_____ Unable to meet specifications

_____ Unable to meet scheduled time-line

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

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# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #: 017-46

For the provision of

# Athletic Uniform Supply Annual Contract

## ARTICLE #101 – INTRODUCTION

This Contract for Athletic Uniform Supply Annual Contract (hereinafter "Services") is made and as entered into as of July 1, 2025 (execution date) and July 1, 2025 (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Shuma Sports which is principally located at 800 Progress Center Ct. Suite 250 Lawrenceville, Ga. 30043 (hereinafter "Contractor").

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

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

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

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

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

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

**NOW THEREFORE,** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed

and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

**ARTICLE #102 – CONTRACT**

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

**ARTICLE #103 – NOTICES**

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

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

**COUNTY ISSUING OFFICER**
Mike Hawkins
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org
Ph: (678) 696-2497

**CONTRACTOR'S CONTACT INFORMATION**

Contact Names: Colton Green, Zach Shumate

Company Name: Shuma Sports

Physical Address: 800 Progress Center Court, Suite 250, Lawrenceville, Ga. 30043

**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**

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

**ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**

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

**ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**

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

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

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

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

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

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

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

## ARTICLE #108 – TERMINATION PROVISIONS

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

A. **Termination for Convenience.** Following thirty (30) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

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

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

material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

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

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

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

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

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

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

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR**

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

**ARTICLE #111 – USE OF THIRD PARTIES**

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

**ARTICLE #112 – ENTIRE CONTRACT**

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

**ARTICLE #113 – SEVERABILITY**

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

**ARTICLE #114 – RECORDS**

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

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

**ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS**

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

**ARTICLE #116 – WAIVER**

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

**ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

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

**ARTICLE #118 – INSURANCE REQUIREMENTS**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor

and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

**Workers Compensation Insurance:** Required for all contracts.
- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $500,000 Bodily Injury by Disease – Each Employee

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

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

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

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

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

**Additional Provisions: Required for all contracts.**
- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).

- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

**Crime Insurance:** Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- $1,000,000 Employee Dishonesty
- $1,000,000 Funds Transfer Fraud
- $100,000 Money & Securities
- $1,000,000 Computer Crime
- $100,000 Social Engineering or its equivalent

**Cyber Insurance:** Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

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

**Additional Provisions:** Coverage shall include at a minimum:

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

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

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

## ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. Upon Contract Execution, the County will issue a Notice to Proceed ("NTP") and a Purchase Order ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination

of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Contractor's representative in ARTICLE #103 – NOTICES.

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

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

B. **Invoice/Payment**

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

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

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

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

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

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

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS** (if required)
Not applicable.

**ARTICLE #124 – RETAINAGE** (If required)
Not applicable.

**ARTICLE #125 – VENUE AND GOVERNING LAW**
The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

**ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**
Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

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

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

**ARTICLE #128 – ORDER OF PRECEDENCE**

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

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

**ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

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

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

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

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

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

**ARTICLE #132 – NOT A JOINT VENTURE**

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

**ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

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

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

33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

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

Print Contractor's Full Legal Name Below:

Shuma LLC DBA Shuma Sports

By: _____

Print Name: Colton Green

Title: Team Sales Professional

Sworn to and subscribed before me this

27th Day of May, 2025.

Notary Public: _____

Notary commission expires: 4/4/28

**HALL COUNTY, GEORGIA**

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

Date: _____

Attestation: _____
Commission Clerk

Date: _____

J A REID
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES
4/4/28

**017-46 Athletic Uniform Supply**
**Annual Contract**

| Item # | Description | Unit Price | |
|---|---|---|---|
| | | | |
| | **Basketball Uniforms** | | |
| 1 | Youth (Boys) Logo'd Reversible NBA Jersey (all sizes) | $24.95 | Officially licensed NBA replica jersey with player numbers. |
| 2 | Youth (Girls) Logo'd Reversible WNBA Jersey (all sizes) | $24.95 | Officially licensed WNBA replica jersey with player numbers. |
| 3 | Youth (Mens) Logo'd Reversible NBA Jersey (all sizes) | $24.95 | Officially licensed NBA replica jersey with player numbers. |
| 4 | Youth (Womens) Logo'd Reversible WNBA Jersey (all sizes) | $24.95 | Officially licensed WNBA replica jersey with player numbers. |
| 5 | Youth (Boys) Logo'd NBA Shorts (all sizes) | $14.95 | Officially licensed NBA replica short, no personalization. |
| 6 | Youth (Girls) Logo'd WNBA Shorts (all sizes) | $14.95 | Officially licensed WNBA replica short, no personalization. |
| 7 | Adult (Men) Logo'd NBA Shorts (all sizes) | $14.95 | Officially licensed NBA replica short, no personalization. |
| 8 | Adult (Women) Logo'd WNBA Shorts (all sizes) | $14.95 | Officially licensed WNBA replica short, no personalization. |
| 9 | NBA/WNBA Logo'd Game Shirt for Coaches (all sizes) | $13.94 | Champro BST99 Dri-fit shirt with DTF, replica NBA/WNBA logo. |
| 10 | (Youth) Softball Jersey, equivalent to MLB replica, quality w / #'s (all sizes) | $20.95 | Champro JSBJ2 Custom Sublimated Girls Softball Jersey. Includes personalization. |
| 11 | (Adult) Softball Jersey, equivalent to MLB replica quality, w / #'s (all sizes) | $20.95 | Champro JSBJ2 Custom Sublimated Girls Softball Jersey. Includes personalization. |
| 12 | Softball Shirt, equivalent to MLB replica quality, for Coaches (all sizes) | $13.95 | Champro BST99 Dri-fit shirt with DTF replica team logo. |

| | | | |
|---|---|---|---|
| 13 | Outdoor Cap (or equivalent) Softball Visor one size - adjustable | $10.50 | Outdoor Cap PCTV-100 with team embroidery |
| 14 | (Youth) MLB & MiLB Replica Jersey w / #'s (all sizes) | $23.95 | Officially licensed Nike MLB replica with player number. |
| 15 | (Adult) MLB & MiLB Replica Jersey w / #'s (all sizes) | $24.95 | Officially licensed Nike MLB replica with player number. |
| 16 | (Adult) MLB & MiLB Replica Shirt for Coaches (all sizes) | $22.95 | Officially licensed Nike MLB replica WITHOUT player number. |
| 17 | Outdoor Cap (or equivalent) MLB/MiLB Replica Cap (Boys & Coaches) one size - adjustable | $10.95 | Officially licensed Outdoor Cap MLB Replica |
| 18 | Youth Lacrosse Jersey, equivalent in quality to other unifroms (all sizes) | $33.95 | Champro JLJ4 custom sublimated cap sleeve jersey. All print included. |
| 19 | Adult Lacrosse Jersey, equivalent in quality to other unifroms (all sizes) | $33.95 | Champro JLJ4 custom sublimated cap sleeve jersey. All print included. |
| 20 | Youth Lacrosse Shorts, equivalent in quality to other unifroms (all sizes) | $16.95 | Champro BBS66 stock multisport short with DTF team logo on left leg. |
| 21 | Adult Lacrosse Shorts, equivalent in quality to other unifroms (all sizes) | $16.95 | Champro BBS66 stock multisport short with DTF team logo on left leg. |
| 22 | Lacrosse Shirt, equivalent in quality to other uniforms, for Coaches (all sizes) | $13.94 | Champro BST99 Dri-fit shirt with DTF team logo. |
| 23 | All-Star Baseball Uniform (all sizes) | $54.95* | *Champro HC4 Cap, Champro JMSV1 OR JBST8 Jersey, Champro BP66 Piped Pant, Champro A062 Belt, Champro AS2 Sock. |
| 24 | All-Star Baseball Coaches Uniform (all sizes) | $34.95 | Champro HC4 Cap, Champro JMSV1 OR JBST8 Jersey. |
| 25 | All-Star Softball Uniform (all sizes) | $54.95* | *Champro HV6 Visor, Champro JSBJ2 OR JBST8W Jersey, Champro BP11P Piped Pant Champro A062 Belt, Champro AS2 Sock. |
| 26 | All-Star Softball Coaches Uniform (all sizes) | $34.95 | Champro HC4 Cap OR HV6 Visor, Champro JSBJ2 OR JBST8 Jersey. |
| 27 | Gildan Tee (or equivalent) w / logo (all sizes) | $7.50* | *Gildan 5000, Dependent upon number of colors in logo and quantity of shirts being printed. This is an average. |

| | | | |
|---|---|---|---|
| 28 | Ladies Gildan Tee (or equivalent) w / logo (all sizes) | $7.50* | *Gildan 2000L, Dependent upon number of colors in logo and quantity of shirts being printed. This is an average. |
| 29 | Gildan Performance Polo (or equivalent) w / logo (all sizes) | $15.95* | *Gildan 8800, Dependent upon number of colors in logo and quantity of shirts being printed. This is an average. |
| 30 | Richardson Cap (or equivilant) w / 3D logo | $13.50 | Richardson 212 Pro Twill Snapback with 3D logo |
| 31 | Baseball Custom Sublimated Jersey with names and logos - Youth (all sizes) | $19.95 | Champro JBST8 custom sublimated crewneck jersey. |
| 32 | Baseball Custom Sublimated Jersey with names and logos - Adult (all sizes) | $19.95 | Champro JBST8 custom sublimated crewneck jersey. |
| 33 | Softball Custom Sublimated Jersey with names and logos - Youth (all sizes) | $19.95 | Champro JSBJ2 custom sublimated v-neck jersey. |
| 34 | Softball Custom Sublimated Jersey with names and logos - Adult (all sizes) | $19.95 | Champro JSBJ2 custom sublimated v-neck jersey. |
| 35 | Basketball Custom Sublimated Jersey with names and logos - Youth (all sizes) | $19.95 | Champro JSBBJ111 OR JSBBJ112 custom sublimated jersey. |
| 36 | Basketball Custom Sublimated Jersey with names and logos - Adult (all sizes) | $19.95 | Champro JSBBJ111 OR JSBBJ112 custom sublimated jersey. |
| 37 | Reversible Basketball Custom Sublimated Shorts with and logos - Adult (all sizes) | $35.95 | Champro JBBS617 custom sublimated reversible shorts |
| 38 | Reversible Basketball Custom Sublimated Shorts with and logos - Adult (all sizes) | $35.95 | Champro JBBS617 custom sublimated reversible shorts. |
| 39 | Basketball Custom Sublimated Shorts with and logos - Youth (all sizes) | $19.95 | Champro JBBS117 custom sublimated shorts. |
| 40 | Basketball Custom Sublimated Shorts with and logos - Adult (all sizes) | $19.95 | Champro JBBS117 custom sublimated shorts. |

All of the above items are as requested and bid into- at minimum- a mid-grade quality. In the absence of specific item numbers there may likely be "apples and oranges" with other companies offering a bid. It is our desire to provide the best possible product within your budget with the best possible service. All of the above options have LESS expensive options if necessary but turn time and quality are key factors for consideration. We welcome all questions.

It is our desire, if awarded this agreement, to deliver all orders separated by team to locations directed by the HCLS staff. We service multiple very large recreation organizations in the metro area and across the state and take great pride in our ability to be flexible on late registrations, deadlines for opening day and abiding by the spirit of this desire to agree on an all-encompassing plan to outfit athletics in Hall County while still giving you the flexibility to make adjustments where necessary.

We are the preferred partner of the Georgia Recreation and Park Association and have been waiting patiently for the opportunity to present our bid for this partnership. Please let me know if questions exist.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

Print or type. See **Specific Instructions** on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Shuma, LLC

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

800 Progress Center Court, Suite 250

Requester's name and address (optional)

**6** City, state, and ZIP code

Lawrenceville, GA 30043

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4 | 7 | – | 1 | 6 | 9 | 6 | 6 | 4 | 6 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Jack Shuma Date ▶ 01/01/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| **IF the entity/person on line 1 is a(n) . . .** | **THEN check the box for . . .** |
|---|---|
| • Corporation | Corporation |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

T 770.535.8270 | F 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

# Hall County Government
FINANCIAL SERVICES
PURCHASING DIVISION

## EXHIBIT E
## MANDATORY E-VERIFY AFFIDAVIT

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program; and,
b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof; and,
c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof; and,
d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of contract; and,
e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c); and,
f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and,
g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five (5) business days of receipt.

8416697 — 01/22/2015
Federal Work Authorization User ID Number — Date of Authorization

Smunade, LLC — Hall Co. Bid
Name of Contractor — Name of Project

Athletic Uniform Supply Annual Contract

Name of Public Employer: Hall County, Georgia

*I hereby declare under penalty of perjury that the foregoing is true and correct.*

Executed on May 27, 2025 in Lawrenceville (city), Georgia (state).

Signature of Authorized Officer or Agent

Jordan Smunade, Managing Partner
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27th DAY OF May, 2025

NOTARY PUBLIC J. A. Reid
My Commission Expires: 4/4/28

J A REID NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES 4/4/28

HALL COUNTY
GEORGIA
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FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## EXHIBIT F

## ETHICS AFFIDAVIT

Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia ("County") must read and affirm to adhere to the following ethics requirements for compliance with the Official Code 3.10.070 of Hall County – Ethics.

A. It is the policy of Hall County to seek the best overall value when procuring goods and services. To this end, the County finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsive and responsible vendors wishing to provide products and services to the County. The County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.

B. The County declares that County employees and officials, along with those wishing to do business with the County, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.

C. County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.

D. Prospective vendors must compete for County business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications or influencing a procurement decision through any means outside the process established for the respective solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.

E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), family member(s), and/or County official(s) who do business with the County if there is an appearance of a conflict of interest.

F. Ethical business practices are important both during a solicitation and after the decision to grant an award. The County seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here.

G. Contract compliance history with the County and other contractual parties is a valid element in the decision to award a contract.

H. The County stipulates that the furtherance of its strategic goals for job creation, stability, and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The Purchasing Manager, subject to the approval of the Director of Financial Services, is authorized to establish procurement initiatives consistent with the County's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the County's goals.

I. County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition because of contemporaneous employment with a potential or actual business partner.

J. It is unethical for any County employee to purchase commodities or services from a County contract for personal use.

K. Except for solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the Issuing Officer named in the solicitation or the County's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm, or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate County representative.

L. All County commissioners, officials, and employees shall adhere to the standards outlined in the Hall County Code of Ethics.

M. The Purchasing Division of the Financial Services Department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of Code Section 3.10.070 including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Chapter and have more specifically also read Code Section 3.10.070.

Acknowledgement:

*"I hereby declare under penalty of perjury that the foregoing is true and correct."*

Signature _____ Colton Green
Print Name

Shuma Sports
Company Name

Executed on this 28 day of May, 2025 in Lawrenceville (city), GA (state).

SUBSCRIBED AND SWORN BEFORE ME
on this the 28 day of May, 2025.
NOTARY PUBLIC: _____
My Commission Expires: 4/4/28

J A REID NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES 4/4/28

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 347/2025

**SUBJECT:** Approve the renewal of the annual contract for RFQ/P# 44-012 Athletic Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA. The estimated annual cost is $178,500.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BH

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the renewal of the annual contract for RFQ/P# 44-012 Athletic Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA. The estimated annual cost is $178,500.00.

**History:**

Hall County Officials is the vendor on this contract and is in good standing with the County.

**Facts and Issues:**
This is year three (3) of a three (3) year contract.

There are no price increases for FY 2026.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 178,500.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Parks and Leisure |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-06-30 |

**Approvals:**

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

**Attachments:**

Financial Supplement
Contract

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 347/2025

**Funds Requested:** $ 178,500.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Parks and Leisure

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 273-PARKS & LEISURE SERVICES FUND | 6210-PARKS AND LEISURE SERVICES | 523850-CONTRACT LABOR | $178,500.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BH

**Phone:** (678) 997-5823

HALL COUNTY
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# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**


Date: May 20, 2025

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 44-012-2

Bid/Contract Name: Athletic Officiating Services

Department(s) Requesting Contract: **Parks & Leisure**

Award Recipient Name: Hall County Officials

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: $175,000.00

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: $178,500.00

☐ Product Contract Estimated Amount: N/A

Comment:

This is year three (3) of a three (3) year contract.

State of Georgia
County of Hall

Contract#: 44-012-2

Contract Renewal

Athletic Officiating Services

April 25, 2025

**Whereas**, the County desires to renew the contract period for a one (1) year period through June 30, 2026, in accordance with the terms and conditions of Contract#: 44-012, Athletic Officiating Services; and

**Whereas**, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas**, with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract term through June 30, 2026.
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

**Therefore**, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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

**Hall County Officials**

By: _____

Print Name: Hall County, Ga

Title: _____

**Hall County, Georgia**

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

1st Day of May, 2025

Notary Public: Donna Gunter

Notary commission expires: 3/13/29

DONNA GUNTER
NOTARY PUBLIC
My Commission Expires
March 13, 2029
HALL COUNTY, GEORGIA

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA We have it all in Hall

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 385/2025

**SUBJECT:** Approve the award of RFQ/P# 46-010 Inmate Telephone System and Services for the Correctional Institution to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX. The estimated annual cost to exceed $50,000.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** DU

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the award of RFQ/P# 46-010 Inmate Telephone System and Services for the Correctional Institution to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX. The estimated annual cost to exceed $50,000.00.

**History:**

This vendor is in good standing with the County.

**Facts and Issues:**
This is year one (1) of a possible five (5) year contract.

There will be revenue generated from this contract that should offset all of the cost of this service. Staff anticipates this to be an overall cost-neutral agreement.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 50,000.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | General Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

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

---

**Attachments:**

Financial Supplement
Master Evaluation Scorecard
Signature Request
Contract
Cost Proposal

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 385/2025

**Funds Requested:** $ 50,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

General Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 100-GENERAL FUND | 3420-CORRECTIONAL INSTITUTE | 523201-COMMUNICATIONS | $50,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** DU

**Phone:** 770-531-6872

RFQ-P #46-010 - Inmate Telephone System & Services - C.I.

Bid Tab Summary

| SCORES | Inmate Calling Solutions, Inc. | NCIC | Securus Technologies |
|---|---|---|---|
| Average Technical Scores | 752.38 | 547.62 | 647.62 |
| Average Cost Scores | 200.00 | 100.00 | 150.00 |
| **Total Scores** | **952.38** | **647.62** | **797.62** |
| Cost | | | |

| | |
|---|---|
| Number of bids emailed | 15 |
| Number of bids emailed to Hall Co | 0 |
| Total responses | 3 |
| Number of Hall Co responses | 0 |
| No Bids | 0 |

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 9, 2025

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: RFQ/P#: 46-010

Bid/Contract Name: Inmate Telephone System & Services – C.I.

Department(s) Requesting Contract: Sheriff – Correctional Institution

Award Recipient Name: ICSolutions, LLC – San Antonio, TX

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

Prior Year's Spend: $0.00 Cost to the County – Revenue via Commissions

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: Over $50,000.00

☐ Product Contract Estimated Amount:

Comment:

This is year one (1) of a possible five (5) year contract.

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# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #: 46-010

For the provision of

## Inmate Telephone System & Services – Correctional Institution

**ARTICLE #101 – INTRODUCTION**

This Contract for Inmate Telephone System & Services - C.I.(hereinafter "Services") is made and as entered into as of July 1, 2025 (execution date) and July 1, 2025 (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and _____ which is principally located at _____. (hereinafter "Contractor").

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

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

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

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

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

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

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

**ARTICLE #102 – CONTRACT**

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

**ARTICLE #103 – NOTICES**

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

**COUNTY PROJECT MANAGER**
Dennis Udzinski
Warden
Hall County Correctional Institution
1694 Barber Road
Gainesville, GA 30507
dudzinski@hallcounty.org
Ph: 770-531-6872

**COUNTY ISSUING OFFICER**
Mike Hawkins
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org
Ph: (678) 696-2497

**CONTRACTOR'S CONTACT INFORMATION**

Contact Names: _____

_____

Company Name: _____

Physical Address: _____

**REMIT TO ADDRESS (if different):** _____

_____

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

_____

_____

_____

The Contract shall be exclusive throughout its term with respect to the Services being provided; however, County reserves the right to select other Contractors to provide the Services similar to those described in this Contract if the Contractor fails to perform after notice thereof in accordance with Article #107.

**ARTICLE #105 – CONTRACT TERM**
For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

**ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**
This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

**ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**
In the event that either Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.

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

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

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

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

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

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

D. If at any point during the life of this Agreement the Federal Communications Commission ("FCC") takes any action, or there is action is taken by another legislative body, that materially alters what is required of Hall County Sheriff's Office's to comply with the Martha Wright-Reed Act, Hall County Sheriff's Office shall be entitled to immediately renegotiate the terms and pricing of the Agreement with the Vendor. If what is required to be in compliance with the Martha Wright-Reed Act does materially change during the life of this Agreement and Hall County's Sheriff's Office wishes to enforce their right to renegotiate any terms or pricing of the Agreement Hall County Sheriff's Office shall provide Vendor with written notice of the material change and notify Vendor of what terms and/or pricing they wish to renegotiate. If thereafter the parties cannot agree to new terms and/or pricing Hall County Sheriff's Office shall be entitled to terminate the Agreement, without penalty, by providing the Vendor written notice at least five (5) days in advance of the date upon they wish the Agreement to terminate. A termination of the Agreement by Hall County Sheriff's Office under this provision shall not in any way be considered a breach or cause Hall County Sheriff's Office to be liable for damages of any kind.

**ARTICLE #108 – TERMINATION PROVISIONS**

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

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

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.

2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for ————— cause by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract. Contractor's financial offer to County is based on the expectation of a term of at least three years, inclusive of optional renewal terms (collectively, the "Cost Recovery Period"). In the event County terminates the Contract for convenience (without cause) pursuant to Article #108.A, or otherwise elects not to renew the Term pursuant to Article #105, prior to completion of the Cost Recovery Period, then County shall reimburse Contractor for its cost to deliver and implement inmate communication services at the rate of $1,327.00 per month for each month that would have otherwise remained in such Cost Recovery Period."

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

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

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

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR**

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

**ARTICLE #111 – USE OF THIRD PARTIES**

This Contract is for the benefit of the Parties hereto only and is not intended to benefit

any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

**ARTICLE #112 – ENTIRE CONTRACT**

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

**ARTICLE #113 – SEVERABILITY**

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

**ARTICLE #114 – RECORDS**

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

**ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS**

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

**ARTICLE #116 – WAIVER**

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

**ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or

surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

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

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

**ARTICLE #118 – INSURANCE REQUIREMENTS**

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

**Commented [LB1]:** The insurance policy will always have Terms & Conditions that apply independent of what indemnification obligations might be shown elsewhere in the contract.

**Workers Compensation Insurance:** Required for all contracts.

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

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

**General Liability Insurance:** Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury

- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

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

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

**Additional Provisions:**

- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

Commented [LB2]: ICSolutions does not maintain uninsured motorist coverage.

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

**Additional Provisions: Required for all contracts.**

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

**Crime Insurance:** Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- $1,000,000 Employee Dishonesty
- $1,000,000 Funds Transfer Fraud
- $100,000 Money & Securities
- $1,000,000 Computer Crime
- $100,000 Social Engineering or its equivalent

**Cyber Insurance:** Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate
- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses

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

**Additional Provisions:** Coverage shall include at a minimum:
- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contracting information is obtained or accessed
- Ransomware

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

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

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

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

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

B. **Invoice/Payment**
1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not

constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit C – Mandatory Cost Proposal Worksheet.

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

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

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

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

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

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

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (if required)

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

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

ARTICLE #124 – RETAINAGE (If required)

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

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

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

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

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

**ARTICLE #128 – ORDER OF PRECEDENCE**

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

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

**ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

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

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

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

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

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

**ARTICLE #132 – NOT A JOINT VENTURE**

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

**ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.

4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "Contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.

21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its sub-Contractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

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

Print Contractor's Full Legal Name Below:
**Inmate Calling Solutions, LLC**
**d/b/a ICSolutions**

By: _____

Print Name: Mike Kennedy

Title: Vice President Sales & Marketing

Sworn to and subscribed before me this

13 Day of May, 2025.

Notary Public: _____ Maria Natalia Manzanilla

Notary commission expires: May 19, 2028

[Seal, Signature, Year of Stamp]

MARIA NATALIA MANZANILLA
Notary Public, State of Texas
Comm. Expires 05-19-2028
Notary ID 130565609

**HALL COUNTY, GEORGIA**

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

**APPROVED AS TO FORM**

Nathaniel R. Anderson,
Senior Assistant County Attorney

**ICSolutions Note:**
In the event of an award to ICSolutions in this procurement, ICSolutions agrees to enter into a formal agreement "substantially in the form of 'EXHIBIT B – CONTRACT FOR SERVICES,'" and has indicated our agreement by signing the contract as required by RFQ/P p. 2, under the heading "Legally Binding Agreement." We have noted our exceptions to contract terms by redlining the document above. We would be happy to discuss the details of these exceptions at the County's request.

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

Hall County Government
FINANCIAL SERVICES
PURCHASING DIVISION

Request for Qualifications with Cost Proposals

# ADDENDUM #1

# RFQ/P #46-010

May 7, 2025

For the provision of

# INMATE TELEPHONE SYSTEM & SERVICES – C.I.

Hall County, Georgia, (herein "County" or "Owner") a municipal entity of the State of Georgia, Public Works and Utilities Department, located at 2875 Browns Bridge Road, Gainesville, GA 30504, hereby gives this Addendum #1 on the project known as Inmate Telephone System & Services for the Hall County Correctional Institution (herein "Services") located at 1694 Barber Road, Gainesville, GA 30507.

The following questions were submitted by various vendors. The answers are provided in **bold lettering.**

Please provide the average daily population for the last three months, broken down by month, if possible. **Jan – 125, Feb – 123, March – 125**

Please provide a breakdown of the inmate population, in percentages or actual numbers, by local, DOC, or other agency. **Aside from the state inmate population above, we currently have 14 inmates that are Jail inmates and are housed here.**

Please provide a copy of each agreement/contract and all amendments (if applicable) the County has executed with its incumbent inmate Telephone System (ITS), Video Visitation System (VVS) and Tablet provider(s). **We do not have a copy.**

How many inmate telephone stations are currently installed? **(13) total, (3 per each dorm and 1 for jail).**

How many inmate telephone visitation handsets are currently installed? **None.**

How many inmate multi-function/video visitation kiosks are currently installed? **(4) total (1 per dorm)**

How many public user video visitation kiosks are currently installed? **None.**

Who is the County's current Jail Management System (JMS) provider? **Eagle.**

Who is the County's current commissary service provider? **Keefe.**

Who is the County's current inmate banking/trust fund services provider? **Truist.**

Is the inmate banking/trust account managed through the commissary system or the Jail Management System (JMS) or other system? If other, please specify. **Commissary System.**

Please provide the current service and commission rates associated with each of the following inmate services: a). ITS, b). VVS, c). Electronic Messaging (aka Email) and d). **Phone commission 75%, Tablet 25% and Commissary 25%.**

If County is not relevant to the RFP, please mark the appropriate service item response as "not applicable."

To allow a vendor to present their best possible offer, it is very important to have historical information regarding revenue data for current inmate services. Will the County please provide copies of Service Usage/Revenue/Commission reports for the past three months for the following County services:

a). ITS – **Not Applicable**
b). VVS – **Not Applicable**
c). Electronic Messaging (aka Email) – **Not Applicable**
d). Entertainment/Media – **Not Applicable**

What limits does the County place, if any, on use of the services in this RFP such as maximum number of ITS calls, onsite visits allowed per week (or other interval), remote visits per week, calls per week, minutes per call/visit, etc.? **Business hours restricted – 15 min phone calls.**

Do you currently have an inmate tablets program? If so: a.) Who is the current tablet manufacturer/provider?, b.) How many tablets does the County have today? C.) Do inmates share the tablets? d.) How do they check them out? e.) What services are currently available on the tablets (i.e., education, electronic messaging, entertainment, video visitation, etc.) and f.) How many tablet charging stations are currently installed? **We have Education, Electronic Messaging and Entertainment. 4 ( 1 per dorm) we need 15 slot charging stations.**

The "Tablet Charging Station" section of the RFP states that vendors are to provide 15 charging stations per dorm, for a total of 60 charging stations. Is it acceptable for vendors to offer wall-mounted tablet charging stations that are capable of simultaneously charging up to 10 tablet devices simultaneously; if we provided 2 charging stations/dorm? **Yes.**

"Exhibit C - Mandatory Cost Proposal Worksheet" of the RFP features a column in which vendors are to provide the "*% of Gross Revenue Offered*" for inmate phone services. However, the recently passed Federal Communications Commission (FCC) Order 24-75, prohibits Incarcerated Peoples' Communication Service (IPCS) providers from entering into contracts allowing or requiring for the payment of site commissions for inmate telephone and video visitation services. Will the County please consider removing this column to allow vendors to submit a proposal that abides by current IPCS rules and regulations? **Yes.**

"Exhibit C - Mandatory Cost Proposal Worksheet" of the RFP does not feature any rows or columns for vendors to provide and commission data for other required services such as Electronic Messaging and Entertainment. Will the County please advise as to how vendors should go about providing this information? **However is fine.**

The RFP makes no reference to the provisioning of inmate Video Visitation System (VVS) services. Will the County please advise of the following:

a). Should vendors propose VVS services? **No.**
b). Should the VVS services proposed include both on-site and remote video visitation options? **No.**

After the first round of questions is answered, will the County accept additional questions if clarification is needed for any of the County's responses? **No.**

Will the County allow for a proposal to present multiple pricing options for the County's consideration? **Yes.**

The Inmate Tablet System Requirements on page 6 requires a "Tablet Subscription program with optional premium content." Would the County consider alternate tablet models to meet the County's tablet needs? For example, with a per-minute pricing structure, inmates only pay a low rate for the minutes they use, resulting in better value to inmates. **Yes.**

On page 8, #B.1 requires a "complete, signed copy of the Request for Proposals." In lieu of returning a signed copy of the entire RFP, will it be acceptable to return signed copies of just the forms and addenda that require signature, along with direct responses to the RFP sections that require information? **Yes.**

On page 3 under the scoring figures (poor through excellent), the instructions state: "Bidders may expand their answers to the questions onto separate pages if needed, with the question repeated at the top of each page."

a) Is Exhibit G, Mandatory Scored Questions (in Excel), exempted from this requirement? **Yes.**

b) Would the County consider deleting this requirement in general? **Yes.**

On pages 5 – 12, we are provided with an outline. We assumed that was the outline of the response. But on page 10, we are told that the proposal should be organized as follows:

Section 1 – Cover Letter and Executive Summary

Section 2 – Answer all Mandatory Scored Questions (Excel, Exhibit G)

Section 3 – Cost Proposals submitted in a separate sealed envelope.

Would the County please clarify if we are to respond to:

- the entire RFP? **No.**
- to pages 5-12 of the RFP following that outline? **No.**
- only respond with these three sections described on page 10 (and including all the mandatory Exhibits)? **Yes.**

Evaluations says financial stability will be part of the evaluation, but the County does not stipulate what they will accept as demonstration. Will Audited Financial Statements be acceptable? **Yes.**

The instructions say the response should be Unbound. Does the County only want rubber bands or binder clips? **No.**

Three ring binders are not bound in the sense of being glued or stapled. Are they acceptable? **Yes.**

Is the County requiring FCC-compliant responses? **Yes.**

The RFP requires: "Summarize key points at the beginning of each answer." Does this apply to short answers? **No.** We assume this does not apply to simple compliance statements? **Correct.**

Pages 1-5 on the RFP, and ending before the Table of Contents listing on page 5; do we include those pages in the response? If so, where do we place that information? **No.**

On the final page of the RFP, it shows the list of Exhibits and Attachments (Section 10.0) which includes Exhibit C – Mandatory Cost Proposal. On page 3 of the RFP, under Bidder Response/Cost Proposal, the cost proposal is to be submitted separately from the Technical Proposal. We assume we are NOT to include Exhibit C – Mandatory Cost Proposal in the Technical Qualifications response. Is that correct? **Yes.**

When the County says to sign the contract and return it, is there an execution date we apply? **No.**

Does the County intend vendors to sign the contract before it is negotiated? **Yes.**

On page 6, first bullet under "Inmate Tablet System Requirements, the requirement states: "Must provide 15 tablets per dorm with that being a total of 60 tablets". Can the County confirm a total count of 60 tablets or is the County looking for a 1:1 ratio between inmate and tablet? **We need 15 per dorm which is a total of 60. We are not looking for a 1:1 ratio.**

The non-collusion requirement provides limits for contact with the County during the RFP process. In order to support ongoing services and operations, are vendors allowed to continue communications as normal throughout the RFP process? Do we correctly assume this restriction only applies to communications regarding the RFP, itself? **Yes.**

Can the County provide an estimate of the date when the bonding instruments would be needed? **N/A, no bonds are required for this project.**
**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS** (if required).

Mike Kennedy, VP Sales & Marketing 5/13/2025
Date

ICSolutions PRESENTS THIS PROPOSAL TO:

## Hall County, Georgia

# RFQ/P #46-010

# Inmate Telephone System & Services – Correctional Institution

## Cost Proposal

Copy

**Due: May 15, 2025 @ 2:00 PM**


Chris Markham
Regional Account Manager
RFP@ICSolutions.com

Brad Mulvihill
Account Manager
RFP@ICSolutions.com


ICSolutions
*Advanced Technology*

| EXHIBIT C |
|---|
| Mandatory Cost Proposal Worksheet |
| RFQ/P #46-010 - Inmate Telephone System & Services - C.I. |
| COMPANY NAME: Inmate Calling Solutions LLC (dba ICSolutions) |

**ICSolutions Note:**

Please also see Cost Proposal Summary attached behind this spreadsheet.

**Collect without Taxes**

| | Operator Service Charge | Mileage | Rate Period | First Min. Rate | Add 1 Min. Rate | % of Gross Revenue Offered |
|---|---|---|---|---|---|---|
| | | | | | | |
| Local | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| IntraLATA | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| IntraLATA | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| InterLATA | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| InterLATA | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| Interstate | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |

**Above Rates DO NOT INCLUDE TAXES**

**Prepaid with Taxes**

| US (Domestic) | Operator Service Charge | Mileage | Rate Period | First Min. Rate | Add 1 Min. Rate | % of Gross Revenue Offered |
|---|---|---|---|---|---|---|
| | | | | | | |
| Local | $0.00 | N/A | N/A | $0.0647 | $0.0647 | N/A |
| IntraLATA | $0.00 | N/A | N/A | $0.0647 | $0.0647 | N/A |
| IntraLATA | $0.00 | N/A | N/A | $0.0647 | $0.0647 | N/A |
| InterLATA | $0.00 | N/A | N/A | $0.0647 | $0.0647 | N/A |
| InterLATA | $0.00 | N/A | N/A | $0.0647 | $0.0647 | N/A |
| Interstate | $0.00 | N/A | N/A | $0.0866 | $0.0866 | N/A |

**Above Rates INCLUDE Fed. USF Tax of 11.4% applied to Interstate Calls Only. No other applicable taxes apply in Georgia**

**ICSolutions Note:** The current FUSF rate is 36.6% and is subject to change quarterly.

**Prepaid without Taxes**

| US (Domestic) | Operator Service Charge | Mileage | Rate Period | First Min. Rate | Add 1 Min. Rate | % of Gross Revenue Offered |
|---|---|---|---|---|---|---|
| | | | | | | |
| Local | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| IntraLATA | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| IntraLATA | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| InterLATA | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| InterLATA | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| Interstate | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |

**Above Rates DO NOT INCLUDE TAXES**

**Debit with Taxes**

| | | | Rate | First Min. | Add 1 | % of Gross |
|---|---|---|---|---|---|---|

| US | Operator Service Charge | Mileage | Rate Period | First Min. Rate | Add 1 Min. Rate | Revenue Offered |
|---|---|---|---|---|---|---|
| | | | | | | |
| Local (1 minute or less) | $0.00 | N/A | N/A | $0.0647 | $0.0647 | N/A |
| Local (> 1 minute) | $0.00 | N/A | N/A | $0.0647 | $0.0647 | N/A |
| IntraLATA (1 minute or less) | $0.00 | N/A | N/A | $0.0647 | $0.0647 | N/A |
| IntraLATA (>1 minute) | $0.00 | N/A | N/A | $0.0647 | $0.0647 | N/A |
| InterLATA (1 minute or less) | $0.00 | N/A | N/A | $0.0647 | $0.0647 | N/A |
| InterLATA (>1 minute) | $0.00 | N/A | N/A | $0.0647 | $0.0647 | N/A |
| Interstate | $0.00 | N/A | N/A | $0.0866 | $0.0866 | N/A |

**Above Rates INCLUDE Fed. USF Tax of 11.4% applied to Interstate Calls Only. No other applicable taxes apply in Georgia.**

**ICSolutions Note:** The current FUSF rate is 36.6% and is subject to change quarterly.

**Debit without Taxes**

| US | Operator Service Charge | Mileage | Rate Period | First Min. Rate | Add 1 Min. Rate | % of Gross Revenue Offered |
|---|---|---|---|---|---|---|
| | | | | | | |
| Local (1 minute or less) | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| Local (> 1 minute) | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| IntraLATA (1 minute or less) | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| IntraLATA (>1 minute) | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| InterLATA (1 minute or less) | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| InterLATA (>1 minute) | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |
| Interstate | $0.00 | N/A | N/A | $0.06 | $0.06 | N/A |

**Above Rates DO NOT INCLUDE TAXES**

| EXHIBIT C |
|---|
| Mandatory Cost Proposal Worksheet |
| RFQ/P #46-010 - Inmate Telephone System & Services - C.I. |
| COMPANY NAME: Inmate Calling Solutions LLC (dba ICSolutions) |

**ICSolutions Note:**

Please also see Cost Proposal Summary attached behind this spreadsheet.

**Collect without Taxes**

| | Operator Service Charge | Mileage | Rate Period | First Min. Rate | Add 1 Min. Rate | % of Gross Revenue Offered |
|---|---|---|---|---|---|---|
| | | | | | | |
| Local | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| IntraLATA | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| IntraLATA | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| InterLATA | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| InterLATA | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| Interstate | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |

**Above Rates DO NOT INCLUDE TAXES**

**Prepaid with Taxes**

| US (Domestic) | Operator Service Charge | Mileage | Rate Period | First Min. Rate | Add 1 Min. Rate | % of Gross Revenue Offered |
|---|---|---|---|---|---|---|
| | | | | | | |
| Local | $0.00 | N/A | N/A | $0.0323 | $0.0323 | N/A |
| IntraLATA | $0.00 | N/A | N/A | $0.0323 | $0.0323 | N/A |
| IntraLATA | $0.00 | N/A | N/A | $0.0323 | $0.0323 | N/A |
| InterLATA | $0.00 | N/A | N/A | $0.0323 | $0.0323 | N/A |
| InterLATA | $0.00 | N/A | N/A | $0.0323 | $0.0323 | N/A |
| Interstate | $0.00 | N/A | N/A | $0.0433 | $0.0433 | N/A |

**Above Rates INCLUDE Fed. USF Tax of 11.4% applied to Interstate Calls Only. No other applicable taxes apply in Georgia**

**ICSolutions Note:** The current FUSF rate is 36.6% and is subject to change quarterly.

**Prepaid without Taxes**

| US (Domestic) | Operator Service Charge | Mileage | Rate Period | First Min. Rate | Add 1 Min. Rate | % of Gross Revenue Offered |
|---|---|---|---|---|---|---|
| | | | | | | |
| Local | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| IntraLATA | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| IntraLATA | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| InterLATA | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| InterLATA | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| Interstate | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |

**Above Rates DO NOT INCLUDE TAXES**

**Debit with Taxes**

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | Rate | First Min. | Add 1 | % of Gross |

| US | Operator Service Charge | Mileage | Rate Period | First Min. Rate | Add 1 Min. Rate | Revenue Offered |
|---|---|---|---|---|---|---|
| | | | | | | |
| Local (1 minute or less) | $0.00 | N/A | N/A | $0.0323 | $0.0323 | N/A |
| Local (> 1 minute) | $0.00 | N/A | N/A | $0.0323 | $0.0323 | N/A |
| IntraLATA (1 minute or less) | $0.00 | N/A | N/A | $0.0323 | $0.0323 | N/A |
| IntraLATA (>1 minute) | $0.00 | N/A | N/A | $0.0323 | $0.0323 | N/A |
| InterLATA (1 minute or less) | $0.00 | N/A | N/A | $0.0323 | $0.0323 | N/A |
| InterLATA (>1 minute) | $0.00 | N/A | N/A | $0.0323 | $0.0323 | N/A |
| Interstate | $0.00 | N/A | N/A | $0.0433 | $0.0433 | N/A |

**Above Rates INCLUDE Fed. USF Tax of 11.4% applied to Interstate Calls Only. No other applicable taxes apply in Georgia.**

**ICSolutions Note:** The current FUSF rate is 36.6% and is subject to change quarterly.

**Debit without Taxes**

| US | Operator Service Charge | Mileage | Rate Period | First Min. Rate | Add 1 Min. Rate | % of Gross Revenue Offered |
|---|---|---|---|---|---|---|
| | | | | | | |
| Local (1 minute or less) | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| Local (> 1 minute) | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| IntraLATA (1 minute or less) | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| IntraLATA (>1 minute) | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| InterLATA (1 minute or less) | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| InterLATA (>1 minute) | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |
| Interstate | $0.00 | N/A | N/A | $0.03 | $0.03 | N/A |

**Above Rates DO NOT INCLUDE TAXES**

# Cost Proposal Summary

## Attachment to Cost Proposal Spreadsheet

ICSolutions has attached this Summary to our Cost Proposal to disclose rates not requested on the spreadsheet for tablet services and optional video visitation.

We are pleased to offer two rate plans from which the Hall County C.I. may choose – empowering you to select the balance between commissions and consumer costs that will best meet your needs.

## Rate Option A

| Service | Usage Rate | Commission Rate |
|---|---|---|
| Inmate Calling (U.S.) | $0.06 per minute | -- |
| Inmate Calling (International) | Cost*+ $0.06 per minute | -- |
| Keep Families Connected Program | Two (2) free calls + one (1) free remote visit + two (2) free messages per inmate each week | -- |
| Remote Video Visitation (optional) | $0.16 per minute | -- |
| Streaming Tablet Content | $0.05 per minute | 50% |
| Email / Text / Photo Sharing | $0.25 per message / photo | 50% |

## Rate Option B

| Service | Usage Rate | Commission Rate |
|---|---|---|
| Inmate Calling (U.S.) | $0.03 per minute | -- |
| Inmate Calling (International) | Cost*+ $0.03 per minute | -- |
| Keep Families Connected Program | Two (2) free calls + one (1) free remote visit + two (2) free messages per inmate each week | -- |
| Remote Video Visitation (optional) | $0.16 per minute | -- |
| Streaming Tablet Content | $0.03 per minute | -- |
| Email / Text / Photo Sharing | $0.20 per message / photo | -- |

*NOTE: Call Rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.*
**For international calls, "cost" means ICSolutions' underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to FCC 47 CFR § 64.6010 (e).*

With Rate Option A, ICSolutions will pay the Hall County C.I. monthly commissions on the gross revenue generated by tablet services, at the rates described above. No deductions are made for network costs or any other expenses incurred in the provision of the required services.

To ensure recouperation of its capital investment for this project, this offer is made in anticipation of contracting for the proposed services for at least 36 consecutive months inclusive of optional renewal terms (the "Cost Recovery Period"). Should services be terminated prior to the completion of 36 months of service, the County will reimburse ICSolutions at the rate of $1,327.00 per month for each month that would have otherwise remained in the Cost Recovery Period.

## Keep Families Connected™ Program *Only from ICSolutions!*

Keeping inmates connected to their families during incarceration is a key factor in reducing recidivism and maintaining security in a correctional facility. Consistent with the goal of offering affordable communication services, our proposal includes the provision of **two (2) free calls, two (2) free email/text messages, and one (1) free remote visit (if video visitation is deployed) per week for every inmate,** for the duration of the contract term including all exercised renewal periods.

In its evaluation of our proposed rates, we urge the County to consider the significant value of this free communication program. This program, coupled with the complimentary call we offer to each new call recipient, will reduce the financial burden on inmates and their friends and family.

## No Per-Minute Cost for Messaging

ICSolutions would like to point out that – unlike other tablet vendors – ICSolutions **does not charge** a per-minute tablet usage rate when inmates access the messaging apps to read or write messages or to retrieve photos. The only charge related to our messaging applications is the per-message rate that is charged to the inmate or public user when they send a message.

## Compliance with the Martha Wright-Reed Act

### Rates & Commissions

The FCC's rules concerning the Martha Wright-Reed Act place caps on the rates that may be charged for inmate phone calls and video calls (remote video visitation). These rules also forbid the payment of commissions based upon revenue generated by inmate calling and video visitation; and they prohibit any additional fees, including funding fees. ICSolutions' proposal complies with all aspects of the FCC rules pertaining to inmate phone calls and video visitation, and our proposed rates are at or below the caps for all services.

Rates and commissions for tablet services – streaming entertainment content, email/text messaging, and photo sharing – are not regulated by the FCC under the newly adopted rules.

### Agency's Recovery of Used and Useful Costs

The new FCC rate caps include *up to* $0.02 per calling minute associated with the Agency's "used and useful" costs for operating the inmate phone system, such as labor costs associated with enabling inmate calls and visitations (e.g., staff transport and supervision of inmates and visitors, costs to issue the RFP and administer the contract, etc.) and facility costs (e.g., electricity, space restrictions, etc.). The FCC rules permit providers and the Agency to negotiate how to make the Agency whole for these used and useful costs. The FCC rules also prohibit providers from giving the Agency features the FCC does not deem used and useful, such as storage of non-CALEA call recordings and certain investigative tools. Providing these features at no cost would be considered an in-kind commission payment, which is prohibited by the new FCC rules.

As such, ICSolutions' offer includes an offset of the used and useful costs the Agency incurs for having inmate phone services and video visitation to cover the costs of the features not deemed used and useful by the FCC. This will allow ICSolutions to provide the proposed services and features, while eliminating the need for ICSolutions to invoice the Agency for any proposed features, as well eliminating the administrative costs of the Agency invoicing their used and useful costs to ICSolutions.

To the extent that a difference is determined to consistently exist between the Agency's used and useful costs and ICSolutions' cost of providing the services and features that are not deemed to be used and useful in the provision of inmate communication services, then the parties shall work in good faith to adopt an operational remedy that is mutually acceptable, including using revenue from any unregulated services to cover costs of features not deemed used and useful.

## Included Technology & Services

In addition to any compensation described above, our offer includes the following technology and services at no cost to the agency:

### THE ENFORCER® Inmate Calling Platform

- ✓ 13 inmate telephones (1 cart-mounted)
  - Calling through THE ENFORCER also available using tablets & kiosks
- ✓ Captel, TDD/TTY, &/or VRS units, as needed, for deaf and hard of hearing inmates
- ✓ Inmate voicemail messaging
- ✓ Redundant data storage in our Atlanta and San Antonio data centers
- ✓ Online storage of all call recordings and call data for the entire contract duration, plus any required retention period thereafter
- ✓ Unlimited ENFORCER user licenses

### THE ENFORCER® Investigative Suite

- ✓ THE WORD DETECTOR keyword search toolset
- ✓ THE ANALYZER link analysis / data mining tools
- ✓ THE VERIFIER pre-call inmate voice verification
- ✓ THE IMPOSTER in-call continuous voice biometrics

### THE ENFORCER® IVR Suite

- ✓ THE INFORMER PREA module
- ✓ THE COMMUNICATOR paperless inmate communications portal
- ✓ THE ATTENDANT automated information line

### THE BRIDGE 8.0™ Inmate Tablet & Kiosk System

- ✓ 60 tablets with 8" screens
- ✓ Tablet charging stations / Tablet Distribution System terminals
  - With 8" touchscreens, stations are also fully functional kiosks for inmate applications
- ✓ Secure communication made easy using handheld tablets & kiosks
  - Remote video visitation, with network bandwidth provided by ICSolutions
  - Inmate email / text messaging and inbound photo sharing
  - Privileged messaging with registered attorneys, with **document signature** capability
  - Inmate calling through ICSolutions' ENFORCER platform

- ✓ **Transcription / translation of 100% of video visits** and an **AI summary of each conversation**
- ✓ Translation available in 100+ languages for inmate grievances, email messages, & visits
- ✓ FREE access to scanned postal mail, if deployed
- ✓ FREE inmate self-service apps
  - Commissary ordering + balance check
  - Bonds / court dates
  - Customizable forms
  - Grievance reporting + inmate requests
  - Medical requests / sick call
  - Inmate handbook & other facility documents
- ✓ FREE educational content, including iPathways, GED/HiSet materials, & cognitive adult education
- ✓ FREE premium educational content from **Edovo Core**
  - Full library, GED prep, behavioral therapy, vocational training, and more
  - Enables the County to upload its own content
  - Supports continued learning after release, at no cost to the County or user
- ✓ **One-of-a-kind PRESENTATION APP** to facilitate teacher-led learning, religious services, and more!
- ✓ FREE eBooks, including religious materials
- ✓ FREE Purple video relay service to ensure ADA compliance
- ✓ FREE access to the ICSolutions-provided digital law library
- ✓ Large collection of streaming entertainment content available – music, movies, sports, games, etc.

## Unique BRIDGE 8.0™ Tablet Distribution System

- ✓ Inmates enter their unique login credentials to check a tablet out from a secure self-service kiosk
- ✓ Kiosk camera photographs each inmate who accesses the system
- ✓ Only the inmate who checked out a tablet can operate it
- ✓ System tracks which inmate has checked out each tablet and sends an alert to the specified officer(s) if the tablet is not returned within the configured timeframe
- ✓ Forces each inmate to return a previous tablet before they can check out another
- ✓ **Minimizes staff involvement in managing tablet distribution & collection**

## Offsite Personal Mail Scanning

- ✓ Non-legal postal mail is directed to ICSolutions' scanning center, where it is scanned and digitized
- ✓ Delivered to inmates via the inmate tablets & kiosks

## Lexis Nexis Law Library Subscription

- ✓ Accessible via the inmate tablets & kiosks
- ✓ Simple and complex searching of Federal and State case law, statutes, and administrative law

## JMS & Commissary/Banking Interfaces

- ✓ Inmate Debit Accounts – funded from their Trust Account as a simple commissary purchase
  - A single Debit Account to pay for all phone, video, & tablet services
- ✓ Automated inmate ID/PINs

## Turnkey Installation & Onsite Support

- ✓ Turnkey installation encompassing all necessary hardware, software, & network infrastructure
- ✓ Full-time Project Manager during installation
- ✓ Full-time Account Manager throughout the contract term
- ✓ Initial and ongoing training for all County users

- ✓ Local technicians to provide regular onsite maintenance & emergency service
- ✓ 24 x 7 x 365 live, U.S.-based service for County staff and public users
- ✓ All-inclusive warranty, support, and repair/replace maintenance package

In addition to the above, ICSolutions has also submitted a proposal to provide inmate communication services for the Hall County Jail, which includes the service of onsite Site Administrators / Technicians. Should Hall County award both contracts to ICSolutions, these personnel can also be dispatched to the Correctional Institution for regular maintenance and emergency service.

Please note that equipment quantities listed above reflect our best understanding of the County's needs, based upon information provided in the RFP process, and are negotiable upon request.

HALL COUNTY
GEORGIA We have it all in Hall

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 388/2025

**SUBJECT:** Approve the renewal of the annual contract for IFB #009-45 Inmate Grocery & Meat Products Supply for the Correctional Institution to Performance Food Group, Inc. of Oakwood, GA and Sysco Atlanta of College Park, GA. The estimated annual cost is $554,268.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** DU

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the renewal of the annual contract for IFB #009-45 Inmate Grocery & Meat Products Supply for the Correctional Institution to Performance Food Group, Inc. of Oakwood, GA and Sysco Atlanta of College Park, GA. The estimated annual cost is $554,268.00.

**History:**

Both vendors are in good standing with the County.

**Facts and Issues:**
This is year two (2) of possible five (5) year contracts.

AASDEL was a part of this contract in FY 2025, but elected not to renew for FY 2026. So that is why the renewal is only for two (2) vendors.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 554,268.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | General Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

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

**Attachments:**

Financial Supplement
Renewal Contracts

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 388/2025

**Funds Requested:** $ 554,268.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

General Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 100-GENERAL FUND | 3420-CORRECTIONAL INSTITUTE | 531301-PRISONER MEALS | $554,268.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** DU

**Phone:** 770-531-6872

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 6, 2025

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contracts:

Bid/Contract Number: 009-45-1

Bid/Contract Name: Inmate Grocery and Meat Products Supply

Department(s) Requesting Contract: Correctional Institution

Award Recipient Name: Two (2) Vendors: Performance Foodservice – Oakwood, GA and Sysco Atlanta – College Park, GA

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

Prior Year's Spend: $543,399.25

☐ Price Increase Requested Increase Percentage: N/A

☐ Project/Service Contract Estimated Amount: N/A

☒ Product Contract Estimated Amount: $554,267.24

Comment:

This is year two (2) of possible five (5) year contracts.

State of Georgia
County of Hall

Contract# 009-45-1

Contract Renewal

Inmate Grocery and Meat Products Supply

April 25, 2025

**Whereas**, the County desires to renew the contract period for a one (1) year period through June 30, 2026, in accordance with the terms and conditions of Contract# 009-45, Inmate Grocery and Meat Products Supply, and

**Whereas**, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement, and

**Whereas**, with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby changed as follows.

1. By extending the Contract term through June 30, 2026.
2. Allow for price adjustments as agreed to and recorded in Attachment A.
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

**Therefore**, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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

**Performance Foodservice**

By: _____

Print Name: Troy Calvert

Title: District Sales Manager

**Hall County, Georgia**

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

5th Day of May, 2025

Notary Public: Nick Patel

Notary commission expires: 01-11-28

NICK PATEL
NOTARY PUBLIC
HALL COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 11, 2028

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract#: 009-45-1

Contract Renewal

Inmate Grocery and Meat Products Supply

April 25, 2025

**Whereas**, the County desires to renew the contract period for a one (1) year period through June 30, 2026, in accordance with the terms and conditions of Contract#: 009-45, Inmate Grocery and Meat Products Supply; and

**Whereas**, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas**, with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract term through June 30, 2026,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved change order. If work is done before approval of a change order, the subsequent change order will be rejected.

**Therefore**, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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

**Sysco Atlanta**

By: _____

Print Name: JASON BOVESTEEL

Title: DISTRICT MANAGER

**Hall County, Georgia**

By. _____

David Gibbs
Chairman
Hall County Board of Commissioners

Date: _____

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Sworn to and subscribed before me this

10 Day of June, 2025

Notary Public: _____

Notary commission expires: 9.20.25

KASIE ONEAL
Notary Public - State of Georgia
Gwinnett County
My Commission Expires Sep 20, 2025

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 402/2025

**SUBJECT:** Approve the withdrawal of Hall County's objection to the City of Flowery Branch's annexation of the properties of CD, II Properties, LLC located at 4651 and 4665 Hog Mountain Road, Flowery Branch, GA 30542, and bearing Hall County Tax Parcels 15046 000008 and 15046 000008B, following the City of Flowery Branch's denial of the annexation application at its city council meeting on June 5, 2025.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** W

**Recommendation:**
Approve

**Purpose of Request:**

Approve the withdrawal of Hall County's objection to the City of Flowery Branch's annexation of the properties of CD, II Properties, LLC located at 4651 and 4665 Hog Mountain Road, Flowery Branch, GA 30542, and bearing Hall County Tax Parcels 15046 000008 and 15046 000008B, following the City of Flowery Branch's denial of the annexation application at its city council meeting on June 5, 2025.

**History:**
On May 22, 2025, the Hall County Board of Commissioners by unanimous vote approved a Resolution Objecting to the City of Flowery Branch's Annexation of the Properties of CD, II Properties, LLC, Known as Hall County Tax Parcels 15046 000008 and 15046 000008B. On May 30, 2025, Hall County timely served notice of its objection to the City of Flowery Branch and the Department of Community Affairs. The City of Flowery Branch subsequently voted to deny the annexation application at its city council meeting on June 5, 2025.

**Facts and Issues:**
The Department of Community Affairs, by its adopted rules, requires that the Hall County Board of Commissioners vote to withdraw its annexation objection to the subject property for Hall County's request for an arbitration panel to be rendered moot in accordance with Ga. Comp. R. & Regs. R. 110-12-8-.03(9)(e).

**Options:**

Hall County, by a majority vote of its elected body, is permitted under the rules and regulations of the Department of Community Affairs to withdraw its annexation objection at any time for any reason during the arbitration process.

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **Are funds within current budget?** | No |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-06-26 |

**Approvals:**

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

**Attachments:**

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 401/2025

**SUBJECT:** Approve the withdrawal of Hall County's objection to the City of Flowery Branch's annexation of the property of Mary Elizabeth Hickman et al. located at 4560 Hog Mountain Road, Flowery Branch, GA 30542, and bearing Hall County Tax Parcel 08097 000005, following the City of Flowery Branch's denial of the annexation application at its city council meeting on June 5, 2025.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** W

**Recommendation:**
Approve

**Purpose of Request:**

Approve the withdrawal of Hall County's objection to the City of Flowery Branch's annexation of the property of Mary Elizabeth Hickman et al., located at 4560 Hog Mountain Road, Flowery Branch, GA 30542, and bearing Hall County Tax Parcel 08097 000005, following the City of Flowery Branch's denial of the annexation application at its city council meeting on June 5, 2025.

**History:**
On May 22, 2025, the Hall County Board of Commissioners by unanimous vote approved a Resolution Objecting to the City of Flowery Branch's Annexation of the Property of Mary Elizabeth Hickman Et Al., Known as Hall County Tax Parcel 08097 000005. On May 30, 2025, Hall County timely served notice of its objection to the City of Flowery Branch and the Department of Community Affairs. The City of Flowery Branch subsequently voted to deny the annexation application at its city council meeting on June 5, 2025.

**Facts and Issues:**

The Department of Community Affairs, by its adopted rules, requires that the Hall County Board of Commissioners vote to withdraw its annexation objection to the subject property for Hall County's request for an arbitration panel to be rendered moot in accordance with Ga. Comp. R. & Regs. R. 110-12-8-.03(9)(e).

**Options:**
Hall County, by a majority vote of its elected body, is permitted under the rules and regulations of the Department of Community Affairs to withdraw its annexation objection at any time for any reason during the arbitration process.

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **Are funds within current budget?** | No |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-06-26 |

**Approvals:**

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

**Attachments:**

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 370/2025

**SUBJECT:** Approve the annual contract renewal for RFQ/P #45-008 Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review for Development Services to ECS Southeast LLC of Lawrenceville, GA, NOVA Engineering & Environmental, LLC of Kennesaw, GA and SAFEbuilt, LLC of Loveland, CO. The estimated annual cost is $50,000.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** KT

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the annual contract renewal for RFQ/P #45-008 Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review for Development Services to ECS Southeast LLC of Lawrenceville, GA, NOVA Engineering & Environmental, LLC of Kennesaw, GA and SAFEbuilt, LLC of Loveland, CO. The estimated annual cost is $50,000.00.

**History:**

**Facts and Issues:**
This is year two (2) of a five (5) year contract. This renewal modifies the Contract term period from the original term dates of September 10, 2024, through September 09, 2025, to align with the County's Fiscal Calendar Year of July 1st, 2025, through June 30th, 2026.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 50,000.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | General Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |

**Has it been reviewed by the County Attorney?** Yes
**Is there a deadline for this item?** 2025-06-23

**Approvals:**

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

**Attachments:**
Financial Supplement
Contract Signature Request Cover Sheet
ECS RENEWAL
NOVA Renewal
SAFEbuilt Renewal

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 370/2025

**Funds Requested:** $ 50,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

General Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 100-GENERAL FUND | 7220-BUILDING INSPECTION | 521000-PROFESSIONAL SERVICES | $50,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BG

**Phone:** 770-297-2626

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**


Date: June 16, 2025

To: David Gibbs, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: RFQ/P #45-008

Bid/Contract Name: On-Call Contractors for Building Permit Services, Inspections, and Plan Review

Department(s) Requesting Contract: Development Services

Award Recipient Name:

1. ECS Southeast, LLC
2. NOVA Engineering & Environmental, LLC
3. SAFEbuilt Georgia, LLC

Contract Description:

☐ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $ 202,230.00

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount: $50,000

☐ Product Contract Estimated Amount:

Comment:

The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance. This is year two (2) of a five (5) year contract.

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

May 15, 2025

Shea Johnson, CFPE, FI-II
ECS Southeast LLC
Code Plan Review Department Manager
1550 North Brown Road, Suite 140,
Lawrenceville, Ga 30043
sjohnson2@ecslimited.com
scape@ecslimited.com

Subject: Contract #45-008 Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review Renewal

Hello Shea,

Hall County requests to renew Contract #45-008 for one (1) additional year, which will be year two (2) of five (5).

If you agree with the renewal, please sign, notarize and return the attached agreement to me at apenick@hallcounty.org. The County accepts digital signatures.

Please note that we have a new Project Manager for this service. Please coordinate all services with the following contact.
Kristie Turner, Director of Development Services
Third Floor, Hall County Government Center
2875 Browns Bridge Road, Gainesville, GA 30504
Phone: 770-297-6853, Email: kturner@hallcounty.org

Additionally, we desire to modify the Contract term period from the original contract term dates of September 10, 2024, through September 09, 2025, to align with the County's Fiscal Calendar Year of July 1st, 2025, through June 30th, 2026. Please respond by May 22, 2025. Hall County appreciates your cooperation with this process.

Andy Penick, Purchasing Manager
Hall County, Georgia
Email: apenick@hallcounty.org
Phone: (770) 531-4939

State of Georgia
County of Hall

Contract #45-008

## Contract Renewal

Year Two (2) of Five (5)

**Demand Services for On-Call Contractors for**
**Building Permit Services, Inspections, and Plan Review**
**And Amendment #001**

**Whereas** Contract #45-008 remains in force between Hall County, Georgia located at 2875 Browns Bridge Road, Gainesville, Georgia 30504 and ECS Southeast, LLC, located at 1550 North Brown Road, Suite 140, Lawrenceville, Ga 30043, and

**Whereas** the Parties agree to extend the Contract by one (1) additional year and do also desire to modify the Contract term period via this Amendment #001, from the original contract's term dates of September 10, 2024 through September 09,2025, to align with the County's Fiscal Calendar Year of July 1, 2025 through June 30, 2026 in accordance with the same terms and conditions of Contract #45-008, and

**Whereas** Contractor thereby agrees to this renewal to provide the same services as previously supplied in accordance with the original Scope of Work, and

**Therefore**, With the above change to the original Contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and affixed their seals the day and year first above written.

**ECS Southeast LLC**

By: _____

Print Name: L. Ray Gideon

Title: Vice President

Sworn to and subscribed before me this;

19th Day of May, 2025

Notary Public: Pat V. Howard

Notary commission expires: 08.29.2028

PATRICIA V. HOWARD-REGAN NOTARY PUBLIC STATE OF GEORGIA COMM. EXP. 08/29/2028 COBB COUNTY, GEORGIA

**HALL COUNTY, GEORGIA**

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

Date: _____

Attestation: _____
Board of Commissioners' Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

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FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

May 15, 2025

SUSAN CARPENTER, MCP, CBO
Municipal Services Manager
NOVA USA
3900 Kennesaw 75 Parkway, Suite 100
Kennesaw, GA 30144
Phone: 678-543-4567
Email: scarpenter@usanova.com

Subject: Contract #45-008 Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review Renewal

Hello Susan,

Hall County requests to renew Contract #45-008 for one (1) additional year, which will be year two (2) of five (5).

If you agree with the renewal, please sign, notarize and return the attached agreement to me at apenick@hallcounty.org. The County accepts digital signatures.

Please note that we have a new Project Manager for this service. Please coordinate all services with the following contact.
Kristie Turner, Director of Development Services
Third Floor, Hall County Government Center
2875 Browns Bridge Road, Gainesville, GA 30504
Phone: 770-297-6853, Email: kturner@hallcounty.org

Additionally, we desire to modify the Contract term period from the original contract term dates of September 10, 2024, through September 09, 2025, to align with the County's Fiscal Calendar Year of July 1st, 2025, through June 30th, 2026. Please respond by May 22, 2025.

Andy Penick, Purchasing Manager
Hall County, Georgia
Email: apenick@hallcounty.org
Phone: (770) 531-4939

State of Georgia
County of Hall

Contract #45-008

**Contract Renewal**
Year Two (2) of Five (5)

**Demand Services for On-Call Contractors for**
**Building Permit Services, Inspections, and Plan Review**
**And Amendment #001**

**Whereas** Contract #45-008 remains in force between Hall County, Georgia located at 2875 Browns Bridge Road, Gainesville, Georgia 30504 and NOVA USA, located at 3900 Kennesaw 75 Parkway, Suite 100, Kennesaw, GA 30144, and

**Whereas** the Parties agree to extend the Contract by one (1) additional year and do also desire to modify the Contract term period via this Amendment #001, from the original contract's term dates of September 10, 2024 through September 09,2025, to align with the County's Fiscal Calendar Year of July 1, 2025 through June 30, 2026 in accordance with the same terms and conditions of Contract #45-008, and

**Whereas** Contractor thereby agrees to this renewal to provide the same services as previously supplied in accordance with the original Scope of Work, and

**Therefore**, With the above change to the original Contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and affixed their seals the day and year first above written.

**NOVA USA**

By: _____

Print Name: Adam D. Marr, PE

Title: Vice President - Regional Manager

Sworn to and subscribed before me this;

20th Day of May, 2025

Notary Public: _____

Notary commission expires: _____

**HALL COUNTY, GEORGIA**

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

Date: _____

Attestation: _____
Board of Commissioners' Clerk

PATRICIA J NEAL
NOTARY PUBLIC
BARTOW COUNTY, GEORGIA
MY COMMISSION EXPIRES APRIL 11, 2028

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

May 15, 2025

Chris Giordano, CEO
SAFEbuilt, LLC
444 N. Cleveland Avenue
Loveland, Colorado 80537
Email: cgirodano@safebuilt.com
Phone: (954) 266-6475

Subject: Contract #45-008 Demand Services for On-Call Contractors for Building Permit Services, Inspections, and Plan Review Renewal

Hello Chris,

Hall County requests to renew Contract #45-008 for one (1) additional year, which will be year two (2) of five (5).

If you agree with the renewal, please sign, notarize and return the attached agreement to me at apenick@hallcounty.org. The County accepts digital signatures.

Please note that we have a new Project Manager for this service. Please coordinate all services with the following contact.
Kristie Turner, Director of Development Services
Third Floor, Hall County Government Center
2875 Browns Bridge Road, Gainesville, GA 30504
Phone: 770-297-6853, Email: kturner@hallcounty.org

Additionally, we desire to modify the Contract term period from the original contract term dates of September 10, 2024, through September 09, 2025, to align with the County's Fiscal Calendar Year of July 1st, 2025, through June 30th, 2026. Please respond by May 22, 2025. Hall County appreciates your cooperation with this process.

Andy Penick, Purchasing Manager
Hall County, Georgia
Email: apenick@hallcounty.org
Phone: (770) 531-4939

State of Georgia
County of Hall

Contract #45-008

## Contract Renewal

Year Two (2) of Five (5)

**Demand Services for On-Call Contractors for**
**Building Permit Services, Inspections, and Plan Review**
**And Amendment #001**

**Whereas** Contract #45-008 remains in force between Hall County, Georgia located at 2875 Browns Bridge Road, Gainesville, Georgia 30504 and SAFEbuilt, LLC, located at 444 N. Cleveland Avenue, Loveland, Colorado 80537, and

**Whereas** the Parties agree to extend the Contract by one (1) additional year and do also desire to modify the Contract term period via this Amendment #001, from the original contract's term dates of September 10, 2024 through September 09,2025, to align with the County's Fiscal Calendar Year of July 1, 2025 through June 30, 2026 in accordance with the same terms and conditions of Contract #45-008, and

**Whereas** Contractor thereby agrees to this renewal to provide the same services as previously supplied in accordance with the original Scope of Work, and

**Therefore**, With the above change to the original Contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and affixed their seals the day and year first above written.

**SAFEbuilt, LLC**

By: _____

Print Name: Chris Giordano

Title: CEO

Sworn to and subscribed before me this;

20 Day of May, 2025

Notary Public: Dawn Hopkins

Notary commission expires: 02/18/29

DAWN HOPKINS
Notary Public - State of Florida
Commission # HH 606558
My Comm. Expires Feb 18, 2029
Bonded through National Notary Assn.

**HALL COUNTY, GEORGIA**

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA We have it all in Hall

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 399/2025

**SUBJECT:** Approve the renewal for the annual contract for 911 Computer Aided Dispatch Services for Central Communications/911 to TriTech Software Systems of Lake Mary, FL, in the amount of $175,601.54.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** ZB

**Recommendation:**
Approve

**Purpose of Request:**

Approve the renewal for the annual contract for 911 Computer Aided Dispatch Services for Central Communications/911 to TriTech Software Systems of Lake Mary, FL, in the amount of $175,601.54.

**History:**
The purchase of software and services for the re-hosting of Computer Aided Dispatch (CAD) 911 Services for Central Communications/911 with TriTech Software Systems of Lake Mary, FL. was approved on Agenda Item #429/2022.

**Facts and Issues:** **Options:**

| | |
|---|---|
| **Funding Requested** | $ 175,601.54 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | E-911 Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-06-30 |

**Approvals:**

| Submit | Approve | Purchasing | Budget |
|---|---|---|---|
| ZB | ZB | AP | JM |
| **Finance** | **Attorney** | **Administration** | **Clerk** |

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

**Attachments:**

Financial Supplement
Invoice

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 399/2025

**Funds Requested:** $ 175,601.54

**Request Budgeted:** Yes

**Proposed Source of Funding:**

E-911 Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 215-Eâ€911 FUND | 3800-E911 | 522202-COMPUTER REPAIRS & MAINTENANCE | $175,601.54 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** ZB

**Phone:** 470-201-0795

# Invoice

| Invoice No | Date | Page |
|---|---|---|
| 439053 | 5/29/2025 | 1 of 4 |

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**
Hall County, GA
Amanda Letson
P.O. Drawer 1435
Gainesville GA 30503
United States

**Ship To**
Hall County 911, GA
Hall County 911 Central Communications
Amanda Letson
P.O. Drawer 1435
Gainesville GA 30503
United States

| Customer No | Customer Name | Customer PO # | Currency | Due Date |
|---|---|---|---|---|
| 12915 | Hall County 911, GA | | USD | 6/30/2025 |

Invoice Sequence Number 1 of 1

| | Description | Units | Rate | Extended |
|---|---|---|---|---|
| Quote No. Q-210252 | | | | |
| 1 | IQ CrimeView Advanced Reports Annual Subscription Fee - Annual Subscription Fee<br>IQ CrimeView Advanced Reports Annual Subscription Fee<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 8,690.87 | 8,690.87 |
| 2 | Escrow Fee - Annual Subscription Fee<br><br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 950.00 | 950.00 |
| 3 | Field Ops - Fire/EMS Annual Subscription Fee - Annual Subscription Fee<br>Field Ops - Fire/EMS<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 5 | 173.25 | 866.25 |
| 4 | Inform CAD Caller Location Query Subscription Annual Subscri - Annual Subscription Fee<br>Inform CAD Caller Location Query Subscription Annual Subscription Fee<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 3,274.43 | 3,274.43 |
| 5 | Inform Mobile Server Software Annual Maintenance Fee - Annual Maintenance Fee<br>Enterprise Mobile Server Software (D - 251-500 Positions)<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 23,641.71 | 23,641.71 |
| 6 | Inform Mobile Mapping Annual Maintenance Fee - Annual Maintenance Fee<br>Inform Mobile Mapping Software<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 5 | 70.05 | 350.24 |
| 7 | Inform Mobile Base Position Annual Maintenance Fee - Annual Maintenance Fee<br>Inform Mobile Base Position Annual Maintenance Fee<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 2 | 165.49 | 330.98 |
| 8 | Inform Mobile Test or Training System Annual Maintenance Fee - Annual Maintenance Fee<br>Inform Mobile Test or Training System Annual Maintenance Fee<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 3,247.72 | 3,247.72 |

# Invoice

| Invoice No | Date | Page |
|---|---|---|
| 439053 | 5/29/2025 | 2 of 4 |

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**
Hall County, GA
Amanda Letson
P.O. Drawer 1435
Gainesville GA 30503
United States

**Ship To**
Hall County 911, GA
Hall County 911 Central Communications
Amanda Letson
P.O. Drawer 1435
Gainesville GA 30503
United States

| Customer No | Customer Name | Customer PO # | Currency | Due Date |
|---|---|---|---|---|
| 12915 | Hall County 911, GA | | USD | 6/30/2025 |

Invoice Sequence Number 1 of 1

| | Description | Units | Rate | Extended |
|---|---|---|---|---|
| 9 | Inform Mobile Base Position with CJIS/NCIC Forms Annual Main - Annual Maintenance Fee<br>Inform Mobile Base Position with CJIS/NCIC Forms Annual Maintenance Fee<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 2 | 781.50 | 1,563.00 |
| 10 | Inform Mobile Mapping Test or Training Annual Maintenance Fe - Annual Maintenance Fee<br>Inform Mobile Mapping Test or Training Annual Maintenance Fee<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 73.56 | 73.56 |
| 11 | Std Inform CAD to External System Incident Data Transfer Int - Annual Maintenance Fee<br>Standard Inform CAD to External System Incident Data Transfer Interface<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 4 | 4,728.34 | 18,913.35 |
| 12 | Inform CAD API - Customer Annual Maintenance Fee - Annual Maintenance Fee<br>Inform CAD API - Customer Annual Maintenance Fee<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 1,576.11 | 1,576.11 |
| 13 | Enterprise CAD Situational Awareness Manager (SAM) Annual Maintenance Fee - Annual Maintenance Fee<br>Enterprise CAD Browser (A - 1-40 Concurrent Users)<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 3,152.23 | 3,152.23 |
| 14 | Inform CAD Mapping Annual Maintenance Fee - Annual Maintenance Fee<br>Enterprise CAD Mapping<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 20 | 175.12 | 3,502.47 |
| 15 | Inform CAD Position Annual Maintenance Fee - Annual Maintenance Fee<br>Inform CAD Position<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 20 | 3,152.23 | 63,044.54 |
| 16 | Inform CAD Server Software Annual Maintenance Fee - Annual Maintenance Fee<br>Enterprise CAD Server Software (B - 6-20 Positions)<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 9,456.67 | 9,456.67 |

# Invoice

| Invoice No | Date | Page |
|---|---|---|
| 439053 | 5/29/2025 | 3 of 4 |

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**
Hall County, GA
Amanda Letson
P.O. Drawer 1435
Gainesville GA 30503
United States

**Ship To**
Hall County 911, GA
Hall County 911 Central Communications
Amanda Letson
P.O. Drawer 1435
Gainesville GA 30503
United States

| Customer No | Customer Name | Customer PO # | Currency | Due Date |
|---|---|---|---|---|
| 12915 | Hall County 911, GA | | USD | 6/30/2025 |

Invoice Sequence Number 1 of 1

| | Description | Units | Rate | Extended |
|---|---|---|---|---|
| 17 | Standard EMD Integration Annual Maintenance Fee - Annual Maintenance Fee<br>Inform CAD Standard EMD Integration<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 20 | 157.61 | 3,152.23 |
| 18 | Inform CAD the Archive Server Software Annual Maintenance Fe - Annual Maintenance Fee<br>Inform CAD the Archive Server Software Annual Maintenance Fee<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 875.63 | 875.63 |
| 19 | Inform CAD The GISLink Utility Position Annual Maintenance F - Annual Maintenance Fee<br>Inform CAD The GISLink Utility Position Annual Maintenance Fee<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 1,400.99 | 1,400.99 |
| 20 | Standard Alpha Numeric Paging Interface Annual Maintenance F - Annual Maintenance Fee<br>Inform CAD Standard Alpha Numeric Paging Interface<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 2,837.00 | 2,837.00 |
| 21 | NCIC/State Message Switch Server Software - Inform RMS Annua - Annual Maintenance Fee<br>NCIC/State Message Switch Software - Inform CAD/Inform Mobile<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 15,761.14 | 15,761.14 |
| 22 | NCIC/State Query Position for Inform CAD Annual Maintenance - Annual Maintenance Fee<br>NCIC/State Query Position for Inform CAD<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 20 | 157.61 | 3,152.23 |
| 23 | Standard ANI/ALI Interface Annual Maintenance Fee - Annual Maintenance Fee<br>Standard ANI/ALI Interface<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 2,837.00 | 2,837.00 |
| 24 | Inform CAD Mapping Test or Training Annual Maintenance Fee - Annual Maintenance Fee<br>Inform CAD Mapping Test or Training Annual Maintenance Fee<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 189.42 | 189.42 |

# Invoice

| Invoice No | Date | Page |
|---|---|---|
| 439053 | 5/29/2025 | 4 of 4 |

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**
Hall County, GA
Amanda Letson
P.O. Drawer 1435
Gainesville GA 30503
United States

**Ship To**
Hall County 911, GA
Hall County 911 Central Communications
Amanda Letson
P.O. Drawer 1435
Gainesville GA 30503
United States

| Customer No | Customer Name | Customer PO # | Currency | Due Date |
|---|---|---|---|---|
| 12915 | Hall County 911, GA | | USD | 6/30/2025 |

Invoice Sequence Number 1 of 1

| | Description | Units | Rate | Extended |
|---|---|---|---|---|
| 25 | Inform CAD Test or Training System Annual Maintenance Fee - Annual Maintenance Fee<br>Inform CAD Test or Training System Annual Maintenance Fee Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 2,761.77 | 2,761.77 |

**Please include invoice number(s) on your remittance advice.**

**ACH:**
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

**Check:**
12709 Collection Center Drive
Chicago, IL 60693

| | |
|---|---|
| **Subtotal** | 175,601.54 |
| **Tax** | 0.00 |
| **Invoice Total** | 175,601.54 |
| **Payments Applied** | 0.00 |
| **Balance Due** | **USD 175,601.54** |

HALL COUNTY
GEORGIA We have it all in Hall

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 364/2025

**SUBJECT:** Approve the renewal of the annual contract for IFB #002-44 Fire Extinguishers & Services for various County departments to Peach State Fire, Inc. of Gainesville, GA. The estimated annual cost is $50,549.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** EW

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the renewal of the annual contract for IFB #002-44 Fire Extinguishers & Services for various County departments to Peach State Fire, Inc. of Gainesville, GA. The estimated annual cost is $50,549.00.

**History:**

Peach State Fire, Inc. has been the contract holder for multiple contract cycles and is a vendor in good standing with the County.

**Facts and Issues:**
Year three (3) of a possible three (3) year contract.

There are no requested price increases for FY 2026.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 50,549.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various Operational Departments |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-07-01 |

**Approvals:**

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

**Attachments:**

Financial Supplement
Contract

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 364/2025

**Funds Requested:** $ 50,549.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various Operational Departments

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 522200-REPAIRS AND MAINTENANCE | $50,549.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** TS

**Phone:** 770-531-3900

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GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 23, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 002-44-2

Bid/Contract Name: Fire Extinguisher & Services Annual Contract

Department(s) Requesting Contract: **Multiple**

Award Recipient Name: **Peach State Fire, Inc.**

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $49,557

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: $50,549

☐ Product Contract Estimated Amount: $0

Comment:

Year three (3) of a possible three (3) year contract. FY 2026 Renewal. Peach State Fire, Inc. is the current contract holder and is a vendor in good standing with the County. There are no requested price increases for FY 2026.
FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

State of Georgia
County of Hall

Contract #002-44-2

Contract Renewal #2

Fire Extinguishers & Services Annual Contract

March 21, 2025

**Whereas**, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #002-44, Fire Extinguishers & Services Annual Contract for dated May 9, 2023; and

**Whereas**, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas**, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1 By extending the Contract Term through June 30, 2026,

2 Allow for price adjustments as agreed to and recorded in Attachment A,

3 Change Orders: Any and all change orders requested by the successful bidder on this project must e approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

**Therefore**, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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

**PEACH STATE FIRE, INC.**

By: Vicki Whitmire
Print Name: Vicki Whitmire
Title: Owner

Sworn to and subscribed before me this
22 Day of May, 2025

Notary Public: Crystal Whitmire

Notary commission expires: 10/10/2027

CRYSTAL WHITMIRE NOTARY PUBLIC JACKSON COUNTY, GEORGIA MY COMMISSION EXPIRES 10/06/2027

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 332/2025

**SUBJECT:** Approve the renewal of annual contract for IFB #013-44 Vehicle Striping and Signage for various County departments to AKO Signs, Inc. of Athens, GA. The estimated annual cost is $78,368.00.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** EW

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the renewal of annual contract for IFB #013-44 Vehicle Striping and Signage for various County departments to AKO Signs, Inc. of Athens, GA. The estimated annual cost is $78,368.00.

**History:**
AKO Signs, Inc. is the current contract holder and has been for many other contract cycles. There are no requested price increases for FY 2026 and AKO is a vendor in good standing with the County.

**Facts and Issues:**
This is year three (3) of a possible three (3) year contract.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 78,368.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-07-01 |

**Approvals:**

| Buyer | Submit | Purchasing | Budget |
|---|---|---|---|
| JD | JD | AP | JM |

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

**Attachments:**

Financial Supplement
Contract

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 332/2025

**Funds Requested:** $ 78,368.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 542200-MOTOR VEHICLES | $78,368.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** TS

**Phone:** 770-531-3900

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FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: April 30, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 013-44-2

Bid/Contract Name: Vehicle Striping and Signage Annual Contract

Department(s) Requesting Contract: **Multiple**

Award Recipient Name: AKO Signs, Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $76,831

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: $78,368

☐ Product Contract Estimated Amount: $0

Comment:

Year three (3) of a three (3) year contract.
AKO Signs, Inc. has been the contract holder for many years and is a vendor in good standing with the County. There are no requested price increases for FY 2026.
The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

State of Georgia
County of Hall

Contract #013-44-2

Contract Renewal #2

Vehicle Striping and Signage Annual Contract

March 18, 2025

**Whereas**, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #013-44, Vehicle Striping and Signage Annual Contract for dated June 5, 2023; and

**Whereas**, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas**, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2026,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

**Therefore**, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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

**AKO SIGNS, INC.**

By: Melissa Williams
Print Name: Melissa Williams
Title: CEO

**HALL COUNTY, GEORGIA**

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

Sworn to and subscribed before me this
29th Day of April, 2025

Notary Public: _____

Notary commission expires: Sept 6, 2026

KRIS MIDDLETON
Notary Public - State of Georgia
Oglethorpe County
My Commission Expires Sep 6, 2026

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA We have it all in Hall

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 295/2025

**SUBJECT:** Approve the renewal of the annual contract for RFQ #44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services for various County departments to Avison Young-Atlanta, LLC of Gainesville, GA, Candler Real Estate Group, LLC of Gainesville, GA, Norton Commercial & Acreage Group, LLC of Gainesville, GA, and Powell Property Group, Inc. of Cumming, GA. The estimated annual cost to exceed $50,000.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** EW

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the renewal of the annual contract for RFQ #44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services for various County departments to Avison Young-Atlanta, LLC of Gainesville, GA, Candler Real Estate Group, LLC of Gainesville, GA, Norton Commercial & Acreage Group, LLC of Gainesville, GA, and Powell Property Group, Inc. of Cumming, GA. The estimated annual cost to exceed $50,000.00.

**History:**

**Facts and Issues:**
This is year two (2) of a possible five (5) year contract.

There are no price increases requested by any vendor for FY 2026.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 50,000.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |

| | |
|---|---|
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-07-01 |

**Approvals:**

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

**Attachments:**

Financial Supplement
Contract Signature Request
Contract Renewal - Avison Young
Contract Renewal - Candler Real Estate Group
Contract Renewal - Norton Group
Contract Renewal - Powell Property Group

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 295/2025

**Funds Requested:** $ 50,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 541100-LAND | $50,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** AY

**Phone:** 770-531-4940

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FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT RENEWAL SIGNATURE REQUEST

Date: May 27, 2025

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contract renewals:

Bid/Contract Number: 44-024-1

Bid/Contract Name: Demand Services for On-Call Commercial Real Estate Brokerage Services

Department(s) Requesting Contract: Finance

Award Recipient Name: Avison Young – Atlanta, LLC; Candler Real Estate Group, LLC; Norton Commercial & Acreage Group, LLC; Powell Property Group, Inc.

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $88,385.00

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount: Annual cost to exceed $50,000.00

☐ Product Contract Estimated Amount:

Comment:

This is for year two (2) of a possible five (5) year contract. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

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FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

March 27, 2025

Avison Young – Atlanta, LLC
425 Spring St SE, Suite 200
Gainesville, GA 30501
Attn: Frank Simpson, CCIM, SIOR
Principal, Managing Director
Email: frank.simpson@avisonyoung.com
Ph: (770) 532-9911

Subject: 44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

Dear Frank,

Please find attached Contract Renewal #1, extending the contract for year two (2) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by April 11, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-024-1

# Contract Renewal #1
for
Year Two (2) of Five (5)

Title: 44-024 Demand Services for On-Call Real Estate Brokerage Services
Date: March 25, 2025

**WHEREAS** Contract #44-024 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Avison Young – Atlanta, LLC of 425 Spring St SE, Suite 200, Gainesville, GA 30501 until June 30, 2026, and

**WHEREAS** the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-024 dated March 14, 2024, and

**WHEREAS** the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

**WHEREAS** with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

**THEREFORE,** with the above change to the original contract set forth herein, the Parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both Parties.

State of Georgia
County of Hall

Contract # 44-024-1

Attachment A

#44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

**WHEREAS** the Contractor and the County have agreed to a change in the contract prices and have recorded them below and have both agreed to their rates. The prices associated with this contract are hereby changed upon approval of the County:

[Signature Page Follows]

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**Avison Young – Atlanta, LLC**

By: _____

Print Name: Frank M. Simpson

Title: Managing Director

Sworn to and subscribed before me this

1st day of May, 2025.

Notary Public: _____

Notary commission expires: Dec 16, 2028

[Locus Sigilli – Seal or Stamp]

KELLY GOINS NOTARY PUBLIC EXP. DEC. 16, 2028 WHITE COUNTY, GA

**Hall County, Georgia**

By: _____

David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

_____

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
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# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

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FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

March 27, 2025

Candler Real Estate Group, LLC
135 Maple St NW
Gainesville, GA 30501
Attn: Lee Hemmer, CCIM, SIOR
Principal, Managing Broker
Email: lee@candlerre.com
Ph: (770) 988-6383

Subject: 44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

Dear Lee,

Please find attached Contract Renewal #1, extending the contract for year two (2) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by April 11, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-024-1

# Contract Renewal #1
for
Year Two (2) of Five (5)

Title: 44-024 Demand Services for On-Call Real Estate Brokerage Services
Date: March 25, 2025

**WHEREAS** Contract #44-024 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Candler Real Estate Group, LLC of 135 Maple St NW, Gainesville, GA 30501 until June 30, 2026, and

**WHEREAS** the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-024 dated March 14, 2024, and

**WHEREAS** the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

**WHEREAS** with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

**THEREFORE**, with the above change to the original contract set forth herein, the Parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both Parties.

State of Georgia
County of Hall

Contract # 44-024-1

Attachment A

#44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

**WHEREAS** the Contractor and the County have agreed to a change in the contract prices and have recorded them below and have both agreed to their rates. The prices associated with this contract are hereby changed upon approval of the County:

[Signature Page Follows]

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**Candler Real Estate Group, LLC**

By: _____

Print Name: Lee Hemmer

Title: Broker

**Hall County, Georgia**

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

Sworn to and subscribed before me this 3rd day of April, 2025.

Notary Public: Rachel Vaughn

Notary commission expires: 2-20-27
[Locus Sigilli – Seal or Stamp]

RACHEL VAUGHN NOTARY PUBLIC COMMISSION EXPIRES Feb. 20, 2027 HALL COUNTY, GA

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
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# Hall County Government
FINANCIAL SERVICES
PURCHASING DIVISION

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FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

March 27, 2025

Norton Commercial & Acreage Group, LLC
434 Green St
Gainesville, GA 30501
Attn: Frank Norton, Jr
President/CEO, Managing Member
Email: fknjr@gonorton.com
Ph: (770) 503-4618

Subject: 44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

Dear Frank,

Please find attached Contract Renewal #1, extending the contract for year two (2) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by April 11, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-024-1

# Contract Renewal #1
for
Year Two (2) of Five (5)

Title: 44-024 Demand Services for On-Call Real Estate Brokerage Services
Date: March 25, 2025

**WHEREAS** Contract #44-024 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Norton Commercial & Acreage Group, LLC of 434 Green St, Gainesville, GA 30501 until June 30, 2026; and

**WHEREAS** the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-024 dated March 14, 2024; and

**WHEREAS** the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

**WHEREAS** with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

**THEREFORE,** with the above change to the original contract set forth herein, the Parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both Parties.

State of Georgia
County of Hall

Contract # 44-024-1

Attachment A

#44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

**WHEREAS** the Contractor and the County have agreed to a change in the contract prices and have recorded them below and have both agreed to their rates. The prices associated with this contract are hereby changed upon approval of the County:

[Signature Page Follows]

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**Norton Commercial & Acreage Group, LLC**

By: _____

Print Name: FRANK NORTON

Title: CEO

**Hall County, Georgia**

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

Sworn to and subscribed before me this
31st day of March, 2025.

Notary Public: Cindy E. Ballard

Notary commission expires: March 15, 2029
[Locus Sigilli – Seal or Stamp]

CINDY E. BALLARD
NOTARY
PUBLIC
FORSYTH COUNTY, GA
EXP. MARCH 15, 2029

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

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FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

March 27, 2025

Powell Property Group, Inc
PO Box 3184
Cumming, GA 30028
Attn: Dennis Powell
Managing Broker
Email: dennisppg@gmail.com
Ph: (770) 364-2740

Subject: 44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

Dear ~~Frank~~, Dennis

Please find attached Contract Renewal #1, extending the contract for year two (2) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by April 11, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-024-1

# Contract Renewal #1
for
Year Two (2) of Five (5)

Title: 44-024 Demand Services for On-Call Real Estate Brokerage Services
Date: March 25, 2025

**WHEREAS** Contract #44-024 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Powell Property Group, Inc of PO Box 3184, Cumming, GA 30028 until June 30, 2026; and

**WHEREAS** the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-024 dated March 14, 2024; and

**WHEREAS** the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

**WHEREAS** with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

**THEREFORE,** with the above change to the original contract set forth herein, the Parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both Parties.

State of Georgia
County of Hall

Contract # 44-024-1

Attachment A

#44-024 Demand Services for On-Call Commercial Real Estate Brokerage Services

**WHEREAS** the Contractor and the County have agreed to a change in the contract prices and have recorded them below and have both agreed to their rates. The prices associated with this contract are hereby changed upon approval of the County:

NO CHANGES FROM ORIGINAL CONTRACT

[Signature Page Follows]

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**Powell Property Group, Inc.**

By: _____

Print Name: Dennis Powell

Title: President

**Hall County, Georgia**

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

Date: _____

Sworn to and subscribed before me this

9th day of April, 2025.

Attestation: _____
Board of Commissioners Clerk

Notary Public: _____

Notary commission expires: 05.14.2028

[Locus Sigilli – Seal of Notary]

ELIZABETH ANN BOOSLINE NOTARY PUBLIC WHITE COUNTY, GA My Comm. Exp. 05-14-28

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 352/2025

**SUBJECT:** Approve the award of IFB #011-46 Vehicle Oils & Lubricants Annual Contract for various County departments to Boswell Oil Company of Athens, GA. The estimated annual cost is $57,588.00.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** EW

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the award of IFB #011-46 Vehicle Oils & Lubricants Annual Contract for various County departments to Boswell Oil Company of Athens, GA. The estimated annual cost is $57,588.00.

**History:**
The current contract for Vehicle Oils and Lubricants will expire June 30, 2025. Boswell Oil Company is the current contract holder and is a vendor in good standing with the County.

**Facts and Issues:**
This will be year one(1) of a possible five (5) year contract.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 57,588.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-07-01 |

**Approvals:**

| Buyer | Submit | Purchasing | Budget |
|---|---|---|---|
| JD | JD | AP | JM |

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

**Attachments:**
Financial Supplement
Bid Tabulation
Contract
EXHIBIT C - Mandatory Cost Proposal

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 352/2025

**Funds Requested:** $ 57,588.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 522205-VEHICLE MAINTENANCE | $57,588.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** TS

**Phone:** 770-531-3900

| IFB #011-46 Bid Tabulation<br>Vehicle Oils & Lubricants Annual Contract | | | | | Boswell Oil Company<br>Athens, GA | | Dilmar Oil Company, Inc.<br>Atlanta, GA | | The McPherson Companies, Inc.<br>Trussville, AL | | Safety - Kleen Systems, Inc.<br>Norwell, MA | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **No.** | **Item Description** | **Mfr's Name** | **Part Number** | **UOM** | **Unit Price** | **Sub Item Info** | **Unit Price** | **Sub Item Info** | **Unit Price** | **Sub Item Info** | **Unit Price** | **Sub Item Info** |
| 1 | Motor Oil, SAE 15W-40, 55 Gal Drum | Conoco | Fleet Supreme EC 15W40 | DRUM | $509.30 | Boswell HD 15W40 | $1,089.94 | Citgard 800 SB HDEO 15W40 | $467.50 | Protek Elite K Syn Bid 15W40 | | |
| 2 | Motor Oil, SAE 15W-40, 55 Gal Drum | Mobil | Fleet 15W40 | DRUM | $509.30 | Boswell HD 15W40 | $760.84 | Shell Rotell Fleet SAE 15W40 | $511.50 | Protek Elite K Syn Bid 15W40 | $600.00 | Perf Plus 3102256 |
| 3 | Motor Oil, SAE 15W-40, 6 Quarts / Case | Mobil | Delvac 1300 15W40 | CS | $49.74 | Chevroin Delo XLE 15W40 12/1 QT only available | $36.55 | Shell Rotella T4 TRIPRO15W40 6/1QT | $53.00 | Protek Elite K Syn Bid 15W40 4 x 1 gal | | |
| 4 | Motor Oil, SAE 15W-40, 12 Quarts / Case | Proteck | Elite Synthetic Blend 15W40 | CS | $49.74 | Chevron Delo XLE 15W40 | $16.50 | Oilpro Boss SE5W30GF-6 SP | $53.00 | Protek Elite K Syn Bid 15W40 4 x 1 gal | | |
| 5 | Motor Oil, 5W30, 55 Gal Drum | Proteck | Elite Synthetic Blend 5W30 | DRUM | $369.60 | Boswell SB 5W30 | $344.89 | Oilpro Ult Syn Blend 5W20 6/1QT | $418.00 | Elite Synthetic Blend 5W30 | $530.00 | Perf Plus 3103306 |
| 6 | Motor Oil, 5W30, 12 Quarts / Case | Proteck | Elite Synthetic Blend 5W30 | CS | $37.44 | Chevron Supreme 5W30 | $12.63 | Oilpro Utl SB 5W20 GF-6 SP | $34.75 | Elite Synthetic Blend 5W30 12x1 | $36.00 | Perf Plus 3103302 |
| 7 | Motor Oil, 5W20, 55 Gal Drum | Proteck | Elite Synthetic Blend 5W20 | DRUM | $375.65 | Boswell SB 5W 20 | $344.89 | Oilpro Ult SB 5W20 GF-6SP | $431.75 | Elite Synthetic Blend 5W20 | $530.00 | Perf Plus 3103300 |
| 8 | Motor Oil, 5W20, 12 Quarts / Case | Proteck | Elite Synthetic Blend 5W20 | CS | $37.44 | Chevron Supreme 5W20 | $14.73 | Oilpro Syn Blend HM 5W20 6/1QT | $34.75 | Elite Synthetic Blend 5W20 12x1 | $36.00 | Perf Plus 3103246 |
| 9 | Motor Oil, 5W30, 12 Quarts / Case | CAM2 | Dexos1 Full Synthetic 5W30 | CS | $49.20 | Havoline Prods - Syn 5W30 | $17.80 | Oipro FS 5W30 DEXOS1 GEn3 6/1Qt | $39.75 | Elite Full Syn Dexos 5W30 | $44.25 | Perf Plus 3103403 |
| 10 | Universal Tractor Hydraulic Fluid, 55 Gal Drum | Proteck | J20C | DRUM | $413.05 | Boswell UTF J20C | $404.97 | Oilpro Prem UTHF Tractor J20C | $434.50 | UTF J20C | $575.00 | Perf Plus 3101483 |
| 11 | Anti-Wear Hydraulic Oil Fluid, 55 Gal Drum | Proteck | AW 46, ISO VG 46, SAE 15 | DRUM | $339.90 | Boswell HYD Oil AW 46 | $349.84 | Oilpro Adv Prem Hydra ATF +4 6/1Qt | $412.50 | AW 46, ISO VG 46 SAE 15 | $480.00 | Perf Plus 3101480 |
| 12 | Automatic Transmission Fluid, 12 Quarts / Case | Mobil 1 | Full Synthetic Trans Fluid | CS | $79.89 | Chevron Full Syn MV ATF | $38.66 | Penzoil Platinum AFT+4 6/1Qt | $145.00 | Mobile 1 Syn ATF LV HP 12X1 | $37.00 | Perf Plus 3101087 |
| 13 | Lubricant / Grease, 400 Lb / Drum | Proteck | Tacky Red | DRUM | $1,148.00 | Chevron Ultra-Duty HD-2 | $1,760.65 | Shell Gadus S3 V220C 2 Drum | $1,304.00 | Tacky Red | $1,040.00 | Perf Plus 3102203 |
| 14 | Lubricant / Grease, 120 Lb / Drum | Proteck | Tacky Red | DRUM | $432.00 | Chevron Ultra-Duty HD-2 | $599.10 | Shell Gadus S3 V220C 2 Keg | $343.20 | Tacky Red | $610.00 | Perf Plus 3102187 |
| 15 | Lubricant / Grease, 14oz, 50 / Case | Proteck | Tacky Red | CS | $172.35 | Chevron Ultra-Duty HD-2 | $50.75 | Shell Gadus S3 V220C 10/0.4 KG | $159.25 | Tacky Red | $57.00 | Perf Plus 3102213 |

**RECOMMENDED AWARD: Boswell Oil Company**

**BUDGET AMOUNT: ANNUAL CONTRACT**
**TOTAL AWARDED AMOUNT: ANNUAL CONTRACT**
**BIDS MAILED: 23 HALL: 9**
**BIDS RECEIVED: 4 ( 4 -NO BIDS) HALL: 0**
**FUNDS: VARIOUS**

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

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 16, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 011-46

Bid/Contract Name: Vehicle Oils & Lubricants Annual Contact

Department(s) Requesting Contract: **Multiple**

Award Recipient Name: **Boswell Oil Company**

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: $56,459

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: $57,588

☐ Product Contract Estimated Amount: $0

Comment:

Year one (1) of a possible five (5) year contract. This is a new contract for FY 2026.
Boswell was the previous contract holder and is a vendor in good standing with the County.
The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

HALL COUNTY
GEORGIA
We have it all in Hall

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GAINESVILLE, GA 30503

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# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

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

**CONTRACT # 011-46**

For the provision of

# Vehicle Oils & Lubricants Annual Contract

## ARTICLE #101 – INTRODUCTION

This Contract for Vehicle Oils and Lubricants Annual Contract (hereinafter "Services") as entered into on_____ and with a limited term from July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Boswell Oil Company, located at 150 Floyd Dr, Athens, GA 30607 (hereinafter "Contractor").

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

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

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

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

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

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

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

**ARTICLE #102 – CONTRACT**

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

**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**
Bradley Martin
Division Chief – Support Services
Fire Rescue Warehouse
3144 Gillsville Hwy
Gainesville, GA 30507
bmartin@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 INFORMATION**

Name: Kristin Meyer
Title: Bid Specialist / Sales
Company Name: Boswell Oil Company
Physical Address: 150 Floyd Drive
City, State, ZIP: Athens, GA 30607
Email: Kmeyer@boswelloil.com
Phone: 706-949-6433

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**

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

**ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**

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

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

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

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

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

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

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

**ARTICLE #108 – TERMINATION PROVISIONS**

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

A. **Termination for Convenience**. Following thirty (30) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

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

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

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

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

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

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

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

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

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

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

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR**

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

**ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)**

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

**ARTICLE #112 – ENTIRE CONTRACT**

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

**ARTICLE #113 – SEVERABILITY**

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

**ARTICLE #114 – RECORDS**

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

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

**ARTICLE #115 – ADDITIONAL TERMS**

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

**ARTICLE #116 – WAIVER**

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

**ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

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

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

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

**ARTICLE #118 – INSURANCE REQUIREMENTS**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The

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

**Workers Compensation Insurance: Required for all contracts.**

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

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

**General Liability Insurance: Required for all contracts.**

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

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

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

**Additional Provisions:**

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

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

**Additional Provisions: Required for all contracts.**

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.
- Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

## ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

**B. Invoice/Payment**

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 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

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

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

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

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

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – Not applicable for this contract**

(Required for construction, renovation, and repair projects over $100,000.00)

The Contractor must furnish to the County both a performance and payment bond, both equal to one hundred percent (100%) of the Contract's total award dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The

Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that follow.

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

**ARTICLE #124 – RETAINAGE - Not applicable for this contact**

(Required for construction, renovation, and repair projects)

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

**ARTICLE #125 – VENUE AND GOVERNING LAW**

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

**ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**

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

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

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

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

**ARTICLE #128 – ORDER OF PRECEDENCE**

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

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.

3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

**ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

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

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

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

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

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

**ARTICLE #132 – NOT A JOINT VENTURE**

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

**ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Supplier's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Supplier's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "contractor", "consultant", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment,

vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.

8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state, local, intergovernmental agreements, memorandums of understanding, and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly

void and totally ineffective for all purposes unless made in conformity with this paragraph.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
33. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
34. The Supplier certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Boswell Oil Company

By: Kristin Meyer

Print Name: Kristin Meyer

Title: Bid Specialist / Sales

Sworn to and subscribed before me this

30th Day of April, 2025.

Notary Public: [signature]

Notary commission expires: 9/4/25

[Locus Sigilli – Seal or Stamp]

LORI MADDOX NOTARY PUBLIC GEORGIA MADISON COUNTY EXPIRES SEPT. 4, 2025

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestation: _____
Board of Commission Clerk

**APPROVED AS TO FORM**

Nathaniel R. Anderson,
Senior Assistant County Attorney

## IFB #011-46

## Vehicle Oils & Lubricants Annual Contract - EXHIBIT C Mandatory Cost Proposal

**BOSWELL OIL Co.**

| No. | Item Description | Mfr's Name | Part Number | UOM | Unit Price | Sub Item Info |
|---|---|---|---|---|---|---|
| 1 | Motor Oil, SAE 15W-40, 55 Gal Drum | Conoco | Fleet Supreme EC 15W40 | DRUM | 509.30 | Boswell HD 15W40 |
| 2 | Motor Oil, SAE 15W-40, 55 Gal Drum | Mobil | Fleet 15W40 | DRUM | 509.30 | Boswell HD 15W40 |
| 3 | Motor Oil, SAE 15W-40, 6 Quarts / Case | Mobil | Delvac 1300 15W40 | CS | 49.74 | Chevron Delo XLE 15W40 12/1 Quart Only Available |
| 4 | Motor Oil, SAE 15W-40, 12 Quarts / Case | Proteck | Elite Synthetic Blend 15W40 | CS | 49.74 | Chevron Delo XLE 15W40 |
| 5 | Motor Oil, 5W30, 55 Gal Drum | Proteck | Elite Synthetic Blend 5W30 | DRUM | 369.60 | Boswell SB 5W30 |
| 6 | Motor Oil, 5W30, 12 Quarts / Case | Proteck | Elite Synthetic Blend 5W30 | CS | 37.44 | Chevron Supreme 5W30 |
| 7 | Motor Oil, 5W20, 55 Gal Drum | Proteck | Elite Synthetic Blend 5W20 | DRUM | 375.65 | Boswell SB 5W20 |
| 8 | Motor Oil, 5W20, 12 Quarts / Case | Proteck | Elite Synthetic Blend 5W20 | CS | 37.44 | Chevron Supreme 5W20 |
| 9 | Motor Oil, 5W30, 12 Quarts / Case | CAM2 | Dexos1 Full Synthetic 5W30 | CS | 49.20 | Havoline Prods Syn 5W30 |
| 10 | Universal Tractor Hydraulic Fluid, 55 Gal Drum | Proteck | J20C | DRUM | 413.05 | Boswell UTF J20C |
| 11 | Anti-Wear Hydraulic Oil Fluid, 55 Gal Drum | Proteck | AW 46, ISO VG 46, SAE 15 | DRUM | 339.90 | Boswell HYD Oil AW 46 |
| 12 | Automatic Transmission Fluid, 12 Quarts / Case | Mobil 1 | Full Synthetic Trans Fluid | CS | 79.89 | Chevron Full Syn MV ATF |
| 13 | Lubricant / Grease, 400 Lb / Drum | Proteck | Tacky Red | DRUM | 1448.00 | Chevron Ultra-Duty HD 2 |
| 14 | Lubricant / Grease, 120 Lb / Drum | Proteck | Tacky Red | DRUM | 432.00 | Chevron Ultra-Duty HD 2 |
| 15 | Lubricant / Grease, 14oz, 50 / Case | Proteck | Tacky Red | CS | 172.35 | Chevron Ultra-Duty HD 2 |

HALL COUNTY
GEORGIA We have it all in Hall

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 375/2025

**SUBJECT:** Approve the award of IFB #012-46 Waste-Refuse Collection Services Annual Contract for various County departments to Red Oak Sanitation, LLC of Cumming, GA. The estimated annual cost is $87,972.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** EW

**Recommendation:**
Approved.

**Purpose of Request:**
Approve the award of IFB #012-46 Waste-Refuse Collection Services Annual Contract for various County departments to Red Oak Sanitation, LLC of Cumming, GA. The estimated annual cost is $87,972.00.

**History:**

Previous contract # 023-42 expires June 30, 2025 and was re-bid for FY 2026.

**Facts and Issues:**
Year one (1) of a possible five (5) year contract. New contract for FY 2026.

After sending Red Oak Sanitation LLC a Request for Clarification concerning the replacement of the current vendor's dumpsters, and discussions with several departments, the County will be awarding this contract to Red Oak as they were the lowest bidder for solicitation IFB #012-46. Red Oak will be a new vendor for the County beginning July 1, 2025.

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

**Options:**

**Funding Requested** $ 87,972.00

| | |
|---|---|
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Purchasing | Budget |
|---|---|---|---|
| CB | CB | AP | DA |
| **Finance** | **Attorney** | **Administration** | **Clerk** |
| TS | WLI | CR | JR |

**Attachments:**

Financial Supplement
Bid-Tabulation
Contract
Request for clarification
Cost Proposal

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 375/2025

**Funds Requested:** $ 87,972.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 521000-PROFESSIONAL SERVICES | $87,972.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** TS

**Phone:** 770-531-3900

| IFB #012-46<br>Waste-Refuse Collection Services Annual Contra | | | ARROW INC.<br>CONLEY, GA | | WASTE PRO<br>ATHENS, GA | | WASTE ELIMINATOR<br>GAINESVILLE, GA | | RED OAK SANITATION,LLC<br>CUMMING,GA | | GEORGIA WASTE SYSTEMS, LLC<br>HOMER, GA | | PETCO SERVICES, LLC<br>SUWANEE, GA | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | LOCATION | SERVICE DESCRIPTION | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE |
| 42 | Fire Station #15<br>4219 Autry Spur<br>Gainesville, GA 30506 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | $21.85 | $94.68 | $13.98 | $60.45 | $16.00 | $69.00 | $18.75 | $75.00 | $22.79 | $98.68 | $55.00 | $220.00 |
| 43 | Fire Station #16<br>4209 Shirley Rd<br>Gainesville, GA 30506 | One weekly pick-up and vendor furnishing one 8 cu. yd. container | $31.85 | $138.00 | $27.92 | $120.89 | $32.00 | $137.00 | $32.00 | $128.00 | $30.23 | $130.90 | $110.00 | $440.00 |
| 44 | Fire Station #17<br>5179 Holiday Rd.<br>Buford, GA 30519 | One weekly pick-up and vendor furnishing one 6 cu. yd. container | $27.33 | $118.43 | $20.94 | $90.67 | $32.00 | $137.00 | $26.00 | $104.00 | $26.61 | $115.20 | $95.00 | $380.00 |
| | Weekly/Monthly Totals without Items #45 and #46 | | $1,803.66 | $8,231.63 | $2,352.26 | $10,185.31 | $2,678.00 | $11,573.00 | $1,832.75 | $7,331.00 | $2,597.55 | $11,247.42 | $8,890.00 | $35,560.00 |
| 45 | Extra Containers: Solid Waste at any location if found to be necessary | One weekly pick-up of 8 cu. yd. container | $31.85 | | $27.92 | $27.92 | $50.00 | | $32.00 | $128.00 | $190.00 | | $110.00 | |
| 46 | Extra Containers: Recyclable Cardboard at any location if found to be necessary | One weekly pick-up of 8 cu. yd. container | $31.85 | | $27.92 | $27.92 | $50.00 | | $25.00 | $100.00 | $120.00 | | $110.00 | |
| | | | MONTHLY TOTAL | $8,231.63 | | $ 10,185.31 | | $11,573.00 | | $7,331.00 | | $11,247.42 | | $35,560.00 |
| | | | ANNUAL TOTAL | $98,779.56 | | $ 122,223.72 | | $138,876.00 | | $87,972.00 | | $134,969.04 | | $426,720.00 |

BUDGET AMOUNT: ANNUAL CONTRACT
TOTAL AWARDED AMOUNT: ANNUAL CONTRACT
BIDS MAILED: 12 HALL: 0
BIDS RECEIVED: 6 ( -NO BIDS) HALL: 1
FUNDS: GENERAL FUNDS - MISC DEPT

| IFB #012-46<br>Waste-Refuse Collection Services Annual Contra | | | ARROW INC.<br>CONLEY, GA | | WASTE PRO<br>ATHENS, GA | | WASTE ELIMINATOR<br>GAINESVILLE, GA | | RED OAK SANITATION,LLC<br>CUMMING,GA | | GEORGIA WASTE SYSTEMS, LLC<br>HOMER, GA | | PETCO SERVICES, LLC<br>SUWANEE, GA | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | LOCATION | SERVICE DESCRIPTION | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE |
| 28 | Emergency Operation Center<br>470 Crescent Drive<br>Gainesville, GA 30501 | One weekly pick-up and vendor furnishing one 8 cu. yd. container | $31.85 | $138.00 | $27.92 | $120.89 | $32.00 | $137.00 | $32.00 | $128.00 | $30.23 | $130.90 | $110.00 | $440.00 |
| 29 | Fire Station - Maintenance Shop<br>2801 Allen Creek Rd<br>Gainesville, GA 30507 | One weekly pick-up and vendor furnishing two 8 cu. yd. container | $31.85 | $138.00 | $55.84 | $241.79 | $63.00 | $273.00 | $32.00 | $128.00 | $53.58 | $232.00 | $110.00 | $440.00 |
| 30 | Hall County Fire Warehouse<br>3144 Gillsville Hwy<br>Gainesville , GA 30507 | One weekly pick-up and vendor furnishing two 8 cu. yd. container | $31.85 | $138.00 | $55.84 | $241.79 | $63.00 | $273.00 | $32.00 | $128.00 | $53.58 | $232.00 | $220.00 | $880.00 |
| 31 | Fire Station #1<br>3126 Gillsville Hwy<br>Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | $21.85 | $94.68 | $13.96 | $60.45 | $16.00 | $69.00 | $18.75 | $75.00 | $22.79 | $98.68 | $55.00 | $220.00 |
| 32 | Fire Station #2<br>6012 Hulsey Rd<br>Clermont, GA 30527 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | $21.85 | $94.68 | $13.96 | $60.45 | $16.00 | $69.00 | $18.75 | $75.00 | $22.79 | $98.68 | $55.00 | $220.00 |
| 33 | Fire Station #3<br>4660 Ledan Extension<br>Gainesville, GA 30506 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | $21.85 | $94.68 | $13.96 | $60.45 | $16.00 | $69.00 | $18.75 | $75.00 | $22.79 | $98.68 | $55.00 | $220.00 |
| 34 | Fire Station #4<br>2940 McEver Road<br>Gainesville, GA 30504 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | $21.85 | $94.68 | $13.96 | $60.45 | $16.00 | $69.00 | $18.75 | $75.00 | $22.79 | $98.68 | $55.00 | $220.00 |
| 35 | Fire Station #5<br>4187 Falcon Parkway<br>Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one 8 cu. yd. container | $31.85 | $138.00 | $27.92 | $120.89 | $32.00 | $137.00 | $32.00 | $128.00 | $360.23 | $1,559.80 | $110.00 | $440.00 |
| 36 | Fire Station #9<br>5040 Poplar Springs Road<br>Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 4cu. yd. container | $31.85 | $138.00 | $27.92 | $120.89 | $32.00 | $137.00 | $32.00 | $128.00 | $30.23 | $130.90 | $110.00 | $440.00 |
| 37 | Fire Station #10<br>5608 Hwy 52<br>Gillsville, GA 30543 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | $21.85 | $94.68 | $13.96 | $60.45 | $16.00 | $69.00 | $18.75 | $75.00 | $22.79 | $98.68 | $55.00 | $220.00 |
| 38 | Fire Station #11<br>5625 Bark Camp Rd.<br>Murraysville, GA 30564 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | $21.85 | $94.68 | $13.96 | $60.45 | $16.00 | $69.00 | $18.75 | $75.00 | $22.79 | $98.68 | $55.00 | $220.00 |
| 39 | Fire Station #12<br>4890 Winder Hwy<br>Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | $21.85 | $94.68 | $13.96 | $60.45 | $16.00 | $69.00 | $18.75 | $75.00 | $22.79 | $98.68 | $55.00 | $220.00 |
| 40 | Fire Station #13<br>2709 Sardis Rd<br>Gainesville, GA 30503 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | $21.85 | $94.68 | $13.96 | $60.45 | $16.00 | $69.00 | $18.75 | $75.00 | $22.79 | $98.68 | $55.00 | $220.00 |
| 41 | Fire Station #14<br>7065 Dove Point Lane<br>Hoschton, GA 30548 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | $21.85 | $94.68 | $13.96 | $60.45 | $16.00 | $69.00 | $18.75 | $75.00 | $22.79 | $98.68 | $55.00 | $220.00 |

| IFB #012-46<br>Waste-Refuse Collection Services Annual Contra | | | ARROW INC.<br>CONLEY, GA | | WASTE PRO<br>ATHENS, GA | | WASTE ELIMINATOR<br>GAINESVILLE, GA | | RED OAK SANITATION,LLC<br>CUMMING,GA | | GEORGIA WASTE SYSTEMS, LLC<br>HOMER, GA | | PETCO SERVICES, LLC<br>SUWANEE, GA | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | LOCATION | SERVICE DESCRIPTION | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE |
| 12 | Agriculture Center<br>1655 Calvary Church Road<br>Gainesville, GA 30507 | Two weekly pick-ups and vendor furnishing three 8 cu. yd. containers | $63.46 | $275.00 | $167.52 | $725.36 | $190.00 | $821.00 | $62.75 | $251.00 | $138.78 | $600.92 | $620.00 | $2,480.00 |
| 13 | River Forks Park<br>3500 Keith Bridge Road<br>Gainesville, GA 30504 | Two weekly pick-ups and vendor furnishing two 8 cu. yd. containers | $63.46 | $275.00 | $111.68 | $483.57 | $126.00 | $548.00 | $62.75 | $251.00 | $97.14 | $420.62 | $405.00 | $1,620.00 |
| 14 | Allen Creek Soccer Complex<br>2500 Allen Creek Rd<br>Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 8 cu. yd. container | $31.85 | $138.00 | $27.92 | $120.89 | $32.00 | $137.00 | $32.00 | $128.00 | $30.23 | $130.90 | $110.00 | $440.00 |
| 15 | Cherokee Bluffs<br>5867 Blackjack Road<br>Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one 8 cu. yd. container | $31.85 | $138.00 | $27.92 | $120.89 | $32.00 | $137.00 | $32.00 | $128.00 | $30.23 | $130.90 | $110.00 | $440.00 |
| 16 | Bolding Mill Campground<br>4055 Chestatee Rd.<br>Gainesville, GA 30506 | Two weekly pick-ups and vendor furnishing two 8 cu. yd. containers | $63.46 | $275.00 | $111.68 | $483.57 | $126.00 | $547.00 | $62.75 | $251.00 | $97.14 | $420.62 | $440.00 | $1,760.00 |
| 17 | Duckett Mill Campground<br>3720 Duckett Mill Rd.<br>Gainesville, GA 30506 | Two weekly pick-ups and vendor furnishing two 8 cu. yd. containers | $63.46 | $275.00 | $111.68 | $483.57 | $126.00 | $547.00 | $62.75 | $251.00 | $97.14 | $420.62 | $440.00 | $1,760.00 |
| 18 | Old Federal Campground<br>6219 Old Federal Rd.<br>Flowery Branch, GA 30542 | Two weekly pick-ups and vendor furnishing two 8 cu yd container | $63.46 | $275.00 | $111.68 | $483.57 | $126.00 | $547.00 | $62.75 | $251.00 | $97.14 | $420.62 | $440.00 | $1,760.00 |
| 19 | Spout Springs Water Reclamation Facility<br>6818 Spout Springs Road<br>Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one 8 cu. yd. container | $31.85 | $138.00 | $27.92 | $120.89 | $32.00 | $137.00 | $32.00 | $128.00 | $30.23 | $130.90 | $110.00 | $440.00 |
| 20 | Hall County Animal Control<br>1666 Barber Road<br>Gainesville, GA 30507 | Three weekly pick-ups and vendor furnishing one 8 cu. yd. container | 95 .54 | $414.00 | $83.76 | $362.68 | $95.00 | $411.00 | $94.75 | $379.00 | $80.69 | $349.40 | $330.00 | $1,320.00 |
| 21 | Hall County Animal Shelter<br>1660 Barber Road<br>Gainesville, GA 30507 | Three weekly pick-ups and vendor furnishing one 8 cu. yd. container | $95.54 | $414.00 | $83.76 | $362.68 | $95.00 | $411.00 | $94.75 | $379.00 | $80.69 | $349.39 | $315.00 | $1,260.00 |
| 22 | Sheriff's Office - LEC<br>2859 Browns Bridge Road<br>Gainesville GA 30504<br>*Accessed via: 2912 Florence Drive* | Twice weekly pick-up and vendor furnishing one 8 cu. yd. container | $63.46 | $275.00 | $55.84 | $241.79 | $63.00 | $273.00 | $62.75 | $251.00 | $55.47 | $240.19 | $215.00 | $860.00 |
| 23 | Hall County Sheriff Quartermaster<br>2460 Athens Hwy<br>Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 6 cu. yd. container | $27.33 | $118.43 | $20.94 | $90.67 | $24.00 | $103.00 | $26.00 | $104.00 | $26.61 | $115.20 | $95.00 | $380.00 |
| 24 | Sheriff's Dept Training Center<br>2684 Allen Creek Rd<br>Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 6 cu. yd. container | $27.33 | $118.43 | $20.94 | $90.67 | $24.00 | $103.00 | $26.00 | $104.00 | $26.61 | $115.22 | $95.00 | $380.00 |
| 25 | Hall County Sheriff South Precinct<br>7345 Cody Drive<br>Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | $21.65 | $96.68 | $13.96 | $60.45 | $16.00 | $69.00 | $18.75 | $75.00 | $22.79 | $98.68 | $55.00 | $220.00 |
| 26 | Hall County Jail<br>1700 Barber Road<br>Gainesville, GA 30507 | Five weekly pick-ups and vendor furnishing three 8 cu. yd. containers | $159.00 | $689.00 | $418.80 | $1,813.40 | $474.00 | $2,052.00 | $157.25 | $629.00 | $324.41 | $1,404.70 | $1,480.00 | $5,960.00 |
| 27 | Correctional Institution<br>1698 Barber Road<br>Gainesville, GA 30507 | Two weekly pick-ups and vendor furnishing three 8 cu. yd. containers | $63.46 | $275.00 | $167.52 | $725.36 | $190.00 | $823.00 | $62.75 | $251.00 | $138.78 | $600.92 | $620.00 | $2,480.00 |

| IFB #012-46<br>Waste-Refuse Collection Services Annual Contra | | | ARROW INC.<br>CONLEY, GA | | WASTE PRO<br>ATHENS, GA | | WASTE ELIMINATOR<br>GAINESVILLE, GA | | RED OAK SANITATION,LLC<br>CUMMING,GA | | GEORGIA WASTE SYSTEMS, LLC<br>HOMER, GA | | PETCO SERVICES, LLC<br>SUWANEE, GA | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | LOCATION | SERVICE DESCRIPTION | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRICE |
| 1 | Hall County Government Center<br>2875 Browns Bridge Road<br>Gainesville, GA 30504 | Five weekly pick-ups and<br>vendor furnishing one<br>8 cu. yd. container | $159.00 | $689.00 | $139.60 | $604.47 | $158.00 | $684.00 | $157.25 | $629.00 | $131.15 | $567.88 | $505.00 | $2,020.00 |
| 2 | County Probation Services<br>2318 Browns Bridge Road<br>Gainesville, GA 30504 | Two weekly pick-ups and<br>vendor furnishing one<br>8 cu. yd. container | $63.46 | $275.00 | $55.84 | $241.79 | $63.00 | $273.00 | $62.75 | $251.00 | $22.47 | $97.30 | $215.00 | $860.00 |
| 3 | New Probation Office<br>2314 Murphy Blvd<br>Gainesville, GA 30504 | One weekly pick-up and<br>vendor furnishing one<br>8 cu. yd. container | $31.85 | $138.00 | $27.92 | $120.89 | $32.00 | $137.00 | $32.00 | $128.00 | $30.23 | $130.90 | $110.00 | $440.00 |
| 4 | HCG Family Health Center<br>2434 Old Cornelia Hwy<br>Gainesville, GA 30507 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $22.85 | $99.00 | $13.96 | $60.45 | $16.00 | $69.00 | $18.75 | $75.00 | $22.79 | $98.68 | $55.00 | $220.00 |
| 5 | Building Maintenance<br>1694 Barber Road<br>Gainesville, GA 30507 | One weekly pick-up and<br>vendor furnishing one<br>8 cu. yd. container | $31.85 | $138.00 | $27.92 | $120.89 | $32.00 | $137.00 | $32.00 | $128.00 | $30.23 | $130.90 | $110.00 | $440.00 |
| 6 | District II Health Office<br>1350 Athens Street<br>Gainesville, GA 30501 | One weekly pick-up and<br>vendor furnishing one<br>6 cu. yd. container | $27.33 | $118.43 | $20.94 | $90.67 | $24.00 | $103.00 | $26.00 | $104.00 | $26.61 | $115.22 | $95.00 | $380.00 |
| 7 | Hall County Library<br>127 Main Street<br>Gainesville, GA 30501 | One weekly pick-up and<br>vendor furnishing one<br>6 cu. yd. container | $27.33 | $118.43 | $20.94 | $90.67 | $24.00 | $103.00 | $26.00 | $104.00 | $26.61 | $115.22 | $95.00 | $380.00 |
| 8 | Spout Springs Branch Library<br>6488 Spouts Springs Rd<br>Flowery Branch, GA 30542 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $22.85 | $99.00 | $13.96 | $60.45 | $16.00 | $69.00 | $18.75 | $75.00 | $22.79 | $98.68 | $55.00 | $220.00 |
| 9 | North Hall Community Center<br>4175 Nopone Road<br>Gainesville, GA 30506 | One weekly pick-up and<br>vendor furnishing one<br>8 cu. yd. container | $31.85 | $138.00 | $27.92 | $120.89 | $32.00 | $137.00 | $32.00 | $128.00 | $30.23 | $130.90 | $110.00 | $440.00 |
| 10 | Mulberry Creek Community Ctr<br>4491 J.M Turk Road<br>Flowery Branch, GA 30542 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $22.85 | $99.00 | $13.96 | $60.45 | $16.00 | $69.00 | $18.75 | $75.00 | $22.79 | $98.68 | $55.00 | $220.00 |
| 11 | East Hall Community Ctr<br>3912 P. Davidson Road<br>Gainesville, GA 30507 | Twice weekly pick-ups and<br>vendor furnishing one<br>6 cu. yd. container | $54.69 | $237.00 | $41.88 | $181.34 | $48.00 | $205.00 | $50.25 | $201.00 | $44.98 | $194.76 | $180.00 | $720.00 |

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 3, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 012-46

Bid/Contract Name: Waste – Refuse Collection Services Annual Contract

Department(s) Requesting Contract: Multiple

Award Recipient Name: Red Oak Sanitation, LLC

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: $189,601

☐ Price Increase Requested Increase Percentage: 0%

☒ Service FY 2026 Estimated Amount: $87,972.00

Product Contract Estimated Amount: $0

Comment:

Year one (1) of a possible five (5) year contract. New contract for FY 2026. After sending Red Oak Sanitation LLC a Request for Clarification concerning the replacement of the current vendor's dumpsters, and discussions with several departments, the County will be awarding this contract to Red Oak as they were the lowest bidder for solicitation IFB #012-46. Red Oak will be a new vendor for the County beginning July 1, 2025. FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

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# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

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

**CONTRACT # 012-46**

For the provision of

# Waste - Refuse Collection Services Annual Contract

## ARTICLE #101 – INTRODUCTION

This Contract for Waste - Refuse Collection Services Annual Contract (hereinafter "Services") as entered into on 04/28/2025 and with a limited term from July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Red Oak Sanitation, LLC, located at 4405 Canton Hwy Cumming Ga 30040 (hereinafter "Contractor").

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

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

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

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

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

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

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

**ARTICLE #102 – CONTRACT**

A. Contractor agrees to provide the Services to the County as detailed in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.
C. **Price Escalation Clause**. Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

**ARTICLE #103 – NOTICES**

To the extent that either Party to this Contract 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**
Andrew Youngblood
Supervisor
Hall County Purchasing Division
2875 Browns Bridge Rd.
Gainesville, GA 30504
Andrew.youngblood@hallcounty.org
Ph: (470) 691-4997

**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 INFORMATION**

Name: Anthony Grutadaurio

Title: Owner

Company Name: Red Oak Sanitation LLC

Physical Address: 4405 Canton Hwy

City, State, ZIP: Cumming, Ga, 30040

Email: Anthony@redoaksanitation.com

Phone: 678-455-7819

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**

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

**ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**

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

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

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

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

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

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

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

**ARTICLE #108 – TERMINATION PROVISIONS**

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

A. **Termination for Convenience.** Following thirty (30) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

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

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract_including, but without limitation, the expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

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

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

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

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

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

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

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

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

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR**

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

**ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)**

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

**ARTICLE #112 – ENTIRE CONTRACT**

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

**ARTICLE #113 – SEVERABILITY**

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

**ARTICLE #114 – RECORDS**

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

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

**ARTICLE #115 – ADDITIONAL TERMS**

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

**ARTICLE #116 – WAIVER**

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

**ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

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

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

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

**ARTICLE #118 – INSURANCE REQUIREMENTS**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The

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

**Workers Compensation Insurance: Required for all contracts.**

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

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

**General Liability Insurance: Required for all contracts.**

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

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

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

**Additional Provisions:**

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

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

**Additional Provisions: Required for all contracts.**

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.
- Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

## ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

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

B. **Invoice/Payment**

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 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

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

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

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

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

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – Not applicable for this contract**

(Required for construction, renovation, and repair projects over $100,000.00)

The Contractor must furnish to the County both a performance and payment bond, both equal to one hundred percent (100%) of the Contract's total award dollar amount. The

County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that follow.

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

**ARTICLE #124 – RETAINAGE - Not applicable for this contact**

(Required for construction, renovation, and repair projects)

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

**ARTICLE #125 – VENUE AND GOVERNING LAW**

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

**ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**

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

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

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

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

**ARTICLE #128 – ORDER OF PRECEDENCE**

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

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

**ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

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

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

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

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

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

**ARTICLE #132 – NOT A JOINT VENTURE**

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

**ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Supplier's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Supplier's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "contractor", "consultant", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.

7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state, local, intergovernmental agreements, memorandums of understanding, and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the

performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
33. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
34. The Supplier certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Red Oak Sanitation, LLC

By: Lydia Grenier

Print Name: Anthony Grutadaurio

Title: Owner

Sworn to and subscribed before me this

28 Day of April, 2025.

Notary Public: Teresa D Mayfield

Notary Commission expires: June 4, 2027

[Notary Seal Stamp]

TERESA D MAYFIELD
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES JUNE 04, 2027

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestation: _____
Board of Commission Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

RED OAK
SANITATION & RECYCLING
678.455.7819
REDOAKSANITATION.COM

Red Oak Sanitation
4405 Canton Hwy Ste. 100
Cumming, GA 30040-4342

Julie Dorough
Hall County Government
Financial Services
Purchasing Division
May 28, 2025

Once Red Oak receives the Notice to Proceed we will initiate our deployment plan and ensure the appropriate number of containers are delivered to their designated locations within 30 calendar days.

We will finalize container quantities, sizes, specifications, and target delivery locations. Our operations will develop a detailed delivery schedule and ensure all requirements are met for each location. We are going to stage our containers at locations closest to the deployment sites. Those containers will be checked for quality assurance and readiness for delivery. In our deployment phase, we will begin staggered deliveries according to the approved schedule. We will try to work with Waste Pro if possible to allow for a smooth transition of their removals and our deliveries. If possible we would like to deliver our containers up to a week ahead of time and place them next to the existing Waste Pro containers. We would notify and submit a completed report once all the containers have been delivered.

Our team is committed to transparent communication, adherence to timelines, and we hope to exceed expectations in our execution. Our goal is to make trash a non issue from the start, where you don't have to think about it, it is just happening as it should be.

We look forward to being the Hall County service provider.
Thanks!

Lydia Grenier
Commercial Sales Manager
770-557-7075
lydia@redoaksanitation.com

EXHIBIT C - Mandatory Cost Proposal Worksheet

IFB #012-46 Waste - Refuse Collection Services Annual Contract

Company Name: Red Oak Sanitation, LLC

Bidder's Name: Lydia Grenier/ Anthony Grutadaurio

Signature: Lydia Grenier

Date: 05/05/2025

| ITEM NO. | LOCATION | SERVICE DESCRIPTION | WEEKLY PRICE | MONTHLY PRICE |
|---|---|---|---|---|
| 1 | Hall County Government Center<br>2875 Browns Bridge Road<br>Gainesville, GA 30504 | Five weekly pick-ups and<br>vendor furnishing one<br>8 cu. yd. container | $157.25 | $629.00 |
| 2 | County Probation Services<br>2318 Browns Bridge Road<br>Gainesville, GA 30504 | Two weekly pick-ups and<br>vendor furnishing one<br>8 cu. yd. container | $62.75 | $251.00 |
| 3 | New Probation Office<br>2314 Murphy Blvd<br>Gainesville, GA 30504 | One weekly pick-up and<br>vendor furnishing one<br>8 cu. yd. container | $32.00 | $128.00 |
| 4 | HCG Family Health Center<br>2434 Old Cornelia Hwy<br>Gainesville, GA 30507 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $18.75 | $75.00 |
| 5 | Building Maintenance<br>1694 Barber Road<br>Gainesville, GA 30507 | One weekly pick-up and<br>vendor furnishing one<br>8 cu. yd. container | $32.00 | $128.00 |
| 6 | District II Health Office<br>1350 Athens Street<br>Gainesville, GA 30501 | One weekly pick-up and<br>vendor furnishing one<br>6 cu. yd. container | $26.00 | $104.00 |
| 7 | Hall County Library<br>127 Main Street<br>Gainesville, GA 30501 | One weekly pick-up and<br>vendor furnishing one<br>6 cu. yd. container | $26.00 | $104.00 |

| | | | | |
|---|---|---|---|---|
| 8 | Spout Springs Branch Library<br>6488 Spouts Springs Rd<br>Flowery Branch, GA 30542 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $16.75 | $75.00 |
| 9 | North Hall Community Center<br>4175 Nopone Road<br>Gainesville, GA 30506 | One weekly pick-up and<br>vendor furnishing one<br>8 cu. yd. container | $32.00 | $128.00 |
| 10 | Mulberry Creek Community Ctr<br>4491 J.M Turk Road<br>Flowery Branch, GA 30542 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $18.75 | $75.00 |
| 11 | East Hall Community Ctr<br>3912 P. Davidson Road<br>Gainesville, GA 30507 | Twice weekly pick-up and<br>vendor furnishing one<br>6 cu. yd. container | $50.25 | $201.00 |
| 12 | Agriculture Center<br>1855 Calvary Church Road<br>Gainesville, GA 30507 | Two weekly pick-ups and<br>vendor furnishing three<br>8 cu. yd. containers | $62.75 | $251.00 |
| 13 | River Forks Park<br>3500 Keith Bridge Road<br>Gainesville, GA 30504 | Two weekly pick-ups and<br>vendor furnishing two<br>8 cu. yd. containers | $62.75 | $251.00 |
| 14 | Allen Creek Soccer Complex<br>2500 Allen Creek Rd<br>Gainesville, GA 30507 | One weekly pick-up and<br>vendor furnishing one<br>8 cu. yd. container | $32.00 | $128.00 |
| 15 | Cherokee Bluffs<br>5867 Blackjack Road<br>Flowery Branch, GA 30542 | One weekly pick-up and<br>vendor furnishing one<br>8 cu. yd. container | $32.00 | $128.00 |
| 16 | Bolding Mill Campground<br>4055 Chestatee Rd.<br>Gainesville, GA 30506 | Two weekly pick-ups and<br>vendor furnishing two<br>8 cu. yd. containers | $62.75 | $251.00 |
| 17 | Duckett Mill Campground<br>3720 Duckett Mill Rd.<br>Gainesville, GA 30506 | Two weekly pick-ups and<br>vendor furnishing two<br>8 cu. yd. containers | $62.75 | $251.00 |
| 18 | Old Federal Campground<br>6219 Old Federal Rd. | Two weekly pick-ups and<br>vendor furnishing two | $62.75 | $251.00 |

| | | | | |
|---|---|---|---|---|
| | Flowery Branch, GA 30542 | 8 cu. yd. containers | | |
| 19 | Spout Springs Water Reclamation<br>6818 Spout Springs Road<br>Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one 8 cu. yd. container | $32.00 | $128.00 |
| 20 | Hall County Animal Control<br>1668 Barber Rd.<br>Gainesville, GA 30507 | Three weekly pick-ups and vendor furnishing one 8 cu. yd. container | $94.75 | $379.00 |
| 21 | Hall County Animal Shelter<br>1688 Barber Road<br>Gainesville, GA 30507 | Three weekly pick-ups and vendor furnishing one 8 cu. yd. container | $94.75 | $379.00 |
| 22 | Sheriff's Office - LEC<br>2859 Browns Bridge Road<br>Gainesville GA 30504<br>*Accessed via: 2912 Florence Drive* | Twice weekly pick-up and vendor furnishing one 8 cu. yd. container | $62.75 | $251.00 |
| 23 | Hall County Sheriff Quartermaster<br>2460 Athens Hwy<br>Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 6 cu. yd. container | $26.00 | $104.00 |
| 24 | Sheriff's Dept Training Center<br>2684 Allen Creek Rd<br>Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 6 cu. yd. container | $26.00 | $104.00 |
| 25 | Hall County Sheriff South Precinct<br>7345 Cody Drive<br>Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | $18.75 | $75.00 |
| 26 | Hall County Jail<br>1700 Barber Rd.<br>Gainesville, GA 30507 | Five weekly pick-ups and vendor furnishing three 8 cu. yd. containers | $157.25 | $629.00 |
| 27 | Correctional Institution<br>1698 Barber Road<br>Gainesville, GA 30507 | Two weekly pick-ups and vendor furnishing three 8 cu. yd. containers | $62.75 | $251.00 |
| 28 | Emergency Operation Center<br>470 Crescent Drive<br>Gainesville, GA 30501 | One weekly pick-up and vendor furnishing one 8 cu. yd. container | $32.00 | $128.00 |

| | | | | |
|---|---|---|---|---|
| 29 | Fire Station - Maintenance Shop<br>2801 Allen Creek Rd<br>Gainesville, GA 30507 | One weekly pick-up and<br>vendor furnishing two<br>8 cu. yd. container | $32.00 | $128.00 |
| 30 | Hall County Fire Warehouse<br>3144 Gillsville Hwy<br>Gainesville, GA 30507 | One weekly pick-up and<br>vendor furnishing two<br>8 cu. yd. container | $32.00 | $128.00 |
| 31 | Fire Station #1<br>3126 Gillsville Hwy<br>Gainesville, GA 30507 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $18.75 | $75.00 |
| 32 | Fire Station #2<br>6012 Hulsey Rd<br>Clermont, GA 30527 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $18.75 | $75.00 |
| 33 | Fire Station #3<br>4660 Ledan Extension<br>Gainesville, GA 30506 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $18.75 | $75.00 |
| 34 | Fire Station #4<br>2940 McEver Road<br>Gainesville, GA 30504 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $18.75 | $75.00 |
| 35 | Fire Station #5<br>4187 Falcon Parkway<br>Flowery Branch, GA 30542 | One weekly pick-up<br>vendor furnishing one<br>8 cu. yd. container | $32.00 | $128.00 |
| 36 | Fire Station #9<br>5054 Poplar Springs Road<br>Gainesville, GA 30507 | One weekly pick-up and<br>vendor furnishing one<br>8 cu. yd. container | $32.00 | $128.00 |
| 37 | Fire Station #10<br>5608 Hwy 52<br>Gillsville, GA 30543 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $18.75 | $75.00 |
| 38 | Fire Station #11<br>5625 Bark Camp Dr<br>Murraysville, GA 30564 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $18.75 | $75.00 |
| | Fire Station #12 | One weekly pick-up and | | |

| | | | | |
|---|---|---|---|---|
| 39 | 4890 Winder Hwy<br>Flowery Branch, GA 30542 | vendor furnishing one<br>4 cu. yd. container | $18.75 | $75.00 |
| 40 | Fire Station #13<br>2709 Sardis Rd<br>Gainesville, GA 30503 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $18.75 | $75.00 |
| 41 | Fire Station #14<br>7065 Dove Point Lane<br>Hoschton, GA 30548 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $18.75 | $75.00 |
| 42 | Fire Station #15<br>4219 Autry Spur<br>Gainesville, GA 30506 | One weekly pick-up and<br>vendor furnishing one<br>4 cu. yd. container | $18.75 | $75.00 |
| 43 | Fire Station #16<br>4209 Shirley Rd<br>Gainesville, GA 30506 | One weekly pick-up and<br>vendor furnishing one<br>8 cu. yd. container | $32.00 | $128.00 |
| 44 | Fire Station #17<br>5179 Holiday Rd.<br>Buford, GA 30519 | One weekly pick-up and<br>vendor furnishing one<br>6cu. yd. container | $26.00 | $104.00 |
| 45 | Extra Containers: Solid Waste at<br>location if found to be necessary | Removed | Removed | Removed |
| 46 | Extra Containers: Recyclable Card<br>at any location if found to be neces | Removed | Removed | Removed |
| | | | MONTHLY TOTAL | $7,331.00 |
| | | | ANNUAL TOTAL | $87,972.00 |

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 379/2025

**SUBJECT:** Approve the award of RFQ/P #46-004 Demand Services for On-Call Concrete Contractors for various County departments to Chattahoochee Group, Inc. of Clermont, GA, The Dickerson Group, Inc. of Lawrenceville, GA, Lagniappe Development Co., Inc. of Buford, GA, and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is $518,220.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** EW

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the award of RFQ/P #46-004 Demand Services for On-Call Concrete Contractors for various County departments to Chattahoochee Group, Inc. of Clermont, GA, The Dickerson Group, Inc. of Lawrenceville, GA, Lagniappe Development Co., Inc. of Buford, GA, and Ryals Brothers, LLC of Lula, GA. The estimated annual cost is $518,220.00.

**History:**

All of the vendors are in good standing with the County.

**Facts and Issues:**
Year one (1) of a possible five (5) year contract. New contract for FY 2026.

Hall County has implemented the use of Demand Services pools of qualified on-call contractors for various services; to include this pool for concrete contractors. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

**Options:**

**Funding Requested** $ 518,220.00

**Are funds within current budget?** Yes

| | |
|---|---|
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

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

**Attachments:**

Financial Supplement
Bid Tab
Evaluation Tabulation
Contract

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 379/2025

**Funds Requested:** $ 518,220.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 522200-REPAIRS AND MAINTENANCE | $518,220.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** TS

**Phone:** 770-531-3900

RFQ/P # 46-004 Demand Services for On-Call Concrete Contractors

Bid Tabulation

| Item No. | ITEM DESCRIPTION | QTY | UOM | Chattahoochee Group, Inc COST | The Dickerson Group COST | LAGNIAPPE DEVELOPMENT CO., INC. COST | RYALS BROTHERS COST |
|---|---|---|---|---|---|---|---|
| 1 | 4'-0" Wide X 4" Thick Sidewalk | 0-1,000 | LF | $31.50 | $29.00 | $30.00 | $40.00 |
| 2 | 4'-0" Wide X 4" Thick Sidewalk | 1,000-5,000 | LF | $24.00 | $29.00 | $26.50 | $36.50 |
| 3 | Concrete Form, Placement and Finishing Crew For Slab and Foundation Work | PER | HR | $210.00 | $316.00 | $786.50 | $505.00 |
| 4 | Concrete Form, Placement and Finishing Crew For Wall Work | PER | HR | $210.00 | $316.00 | $786.50 | $505.00 |
| 5 | Concrete Form, Placement and Finishing Crew For Ditch Work | PER | HR | $210.00 | $316.00 | $486.50 | $505.00 |
| 6 | Concrete Pumper Truck w/ Operator | PER | HR | $265.00 | $300.00 | $400.00 | $300.00 |
| 7 | 9 CY 3,000 PSI Concrete Load | PER | CY | $210.00 | $303.21 | $3,536.50 | $267.00 |
| 8 | Skid Steer Loader w/ Operator | PER | HR | $105.00 | $140.00 | $282.50 | $250.00 |
| 9 | 1 CY Rubber Track Backhoe w/ Operator | PER | HR | $131.50 | $140.00 | $303.50 | $250.00 |
| 10 | 5 CY Dump Truck w/ Operator | PER | HR | $126.00 | $125.00 | $262.50 | $120.00 |
| 11 | Cones, Barriers, & Signage | PER | DAY | $895.00 | $500.00 | $2,118.50 | $2,000.00 |
| 12 | Flagman | PER | DAY | $420.00 | $420.00 | $1,782.00 | $3,250.00 |
| 13 | 24" Curb and Gutter, "L" Back | 0 – 1,000 | LF | $24.00 | $60.00 | $29.50 | $35.00 |
| 14 | 24" Curb and Gutter, "L" Back | 1,000 – 5,000 | LF | $24.00 | $60.00 | $25.90 | $32.00 |
| 15 | 24" Curb and Gutter, Rolled Back | 0 – 1,000 | LF | $24.00 | $60.00 | $29.50 | $36.00 |
| 16 | 24" Curb and Gutter, Rolled Back | 1,000 – 5,000 | LF | $24.00 | $60.00 | $29.50 | $33.00 |
| 17 | Catch Basin Top, 1033D, Single Wing | PER | EA | $2,100.00 | $2,500.00 | $3,061.78 | $4,250.00 |
| 18 | Catch Basin Top, 1034D, Double Wing | PER | EA | $2,100.00 | $2,500.00 | $3,061.78 | $4,250.00 |

| | |
|---|---|
| Number of bids emailed | 34 |
| Number of bids emailed to Hall Co | 7 |
| Total responses | 4 |
| Number of Hall Co responses | 2 |
| No Bids | 0 |

RFQ/P #46-004, Demand Services for Concrete Contractors

Bid Tab Summary

| **SCORES** | **Chattahoochee Group** | **The Dickerson Group** | **Lagniappe Development Inc.** | **Ryals Brothers** |
|---|---|---|---|---|
| | | | | |
| Average Technical Scores | 676 | 638 | 724 | 562 |
| Average Cost Scores | 200 | 150 | 83 | 100 |
| **Total Scores** | **876** | **788** | **807** | **662** |

Cost

| | |
|---|---|
| Number of bids emailed | 34 |
| Number of bids emailed to Hall Co | 7 |
| Total responses | 4 |
| Number of Hall Co responses | 2 |
| No Bids | 0 |

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 9, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-004

Bid/Contract Name: Demand Services for On-Call Concrete Contractors

Department(s) Requesting Contract: Multiple

Award Recipient Name: The Dickerson Group, Inc., Lagniappe Development Co., Inc., Chattahoochee Group, Inc., and Ryals Brothers.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: $508,059

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: $518,220

☐ Product Contract Estimated Amount: $0

Comment:

Year one (1) of a possible five (5) year contract. New contract for FY 2026.

Hall County has implemented the use of Demand Services pools of qualified on-call contractors for various services; to include this pool for concrete contractors. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

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

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FINANCIAL SERVICES DIRECTOR
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PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

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

**CONTRACT #46-004**

For the provision of

# Demand Services for On-Call Concrete Contractors

## ARTICLE #101 – INTRODUCTION

This Contract for On-Call Concrete (hereinafter "Services") is made and as entered into as of 05/15/2025 (execution date) and 05/15/2025 (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and The Dickerson Group, Inc. which is principally located at 871 Old Peachtree Rd NW, Lawrenceville, Georgia 30043. (hereinafter "Contractor").

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

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

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

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

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

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

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

**ARTICLE #102 – CONTRACT**

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

**ARTICLE #103 – NOTICES**

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

**COUNTY PROJECT MANAGER**
Andrew Youngblood
Purchasing Supervisor
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: 770-531-4940

**COUNTY ISSUING OFFICER**
Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 531-4215

**CONTRACTOR'S CONTACT INFORMATION**

Contact Names: Michael Coats, Chris Youngblood

Company Name: The Dickerson Group Inc

Physical Address: 871 Old Peachtree Rd NW Lawrenceville,GA 30043

**REMIT TO ADDRESS (if different):** _____

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

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

**ARTICLE #105 – CONTRACT TERM**

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

**ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**

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

**ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**

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

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

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

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

   **Definition:** The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable,

especially as a result of an event that the Parties could not have anticipated or controlled."

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

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

**ARTICLE #108 – TERMINATION PROVISIONS**

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

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

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

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

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

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

accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

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

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

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

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

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR**

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

**ARTICLE #111 – USE OF THIRD PARTIES**

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

**ARTICLE #112 – ENTIRE CONTRACT**

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

**ARTICLE #113 – SEVERABILITY**

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

construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

**ARTICLE #114 – RECORDS**

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

**ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS**

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

**ARTICLE #116 – WAIVER**

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

**ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

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

contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

**ARTICLE #118 – INSURANCE REQUIREMENTS**

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

**Workers Compensation Insurance:** Required for all contracts.

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

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

**General Liability Insurance:** Required for all service contracts.

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

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

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

**Additional Provisions:**

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

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

**Additional Provisions: Required for all contracts.**

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

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

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

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

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

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

The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this

Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**

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

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

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

incurred costs shall not in any way affect the County's authority to terminate the Contract.

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

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

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

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS** (if required)

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

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

**ARTICLE #124 – RETAINAGE** (If required)

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

**ARTICLE #125 – VENUE AND GOVERNING LAW**

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

**ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**

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

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

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of

employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

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

**ARTICLE #128 – ORDER OF PRECEDENCE**

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

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

**ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

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

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

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

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

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

**ARTICLE #132 – NOT A JOINT VENTURE**

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

**ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

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

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

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

Print Contractor's Full Legal Name Below:

The Dickerson Group Inc

By: _____

Print Name: Billy Joe Dickerson

Title: President

Sworn to and subscribed before me this

15th Day of May 2025

Notary Public: _____

Notary commission expires: 01/07/2028

[Locus Sigilli – Seal or Stamp]

Tyies Wells NOTARY PUBLIC Gwinnett County GEORGIA EXPIRES 01-07-2028

**HALL COUNTY, GEORGIA**

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

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

**CONTRACT #46-004**

For the provision of

# Demand Services for On-Call Concrete Contractors

## ARTICLE #101 – INTRODUCTION

This Contract for 46-004 Demand Services for On-Call Concrete Contractors (hereinafter "Services") is made and as entered into as of _____ (execution date) and _____ (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Lagniappe Development Co., Inc. which is principally located at 1190 W. Shadburn Ave., Buford, GA 30518. (hereinafter "Contractor").

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

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

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

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

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

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

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

**ARTICLE #102 – CONTRACT**

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

**ARTICLE #103 – NOTICES**

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

**COUNTY PROJECT MANAGER**
Andrew Youngblood
Purchasing Supervisor
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: 770-531-4940

**COUNTY ISSUING OFFICER**
Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 531-4215

770-634-8088

**CONTRACTOR'S CONTACT INFORMATION**

Contact Names: Jessica Avra, President, Secretary, 770-634-8088, bids@lagniappedev.com
Allen Eison, Prime Lead, 404-391-5760, aeison@lagniappedev.com

Company Name: Lagniappe Development Co., Inc.

Physical Address: 1190 W. Shadburn Ave., Buford, GA 30518

**REMIT TO ADDRESS (if different):** 115 E Main St Suite A1B-1033, Buford, GA 30518-5727

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

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

**ARTICLE #105 – CONTRACT TERM**

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

**ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**

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

**ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**

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

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

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

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

   **Definition:** The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable,

especially as a result of an event that the Parties could not have anticipated or controlled."

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

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

**ARTICLE #108 – TERMINATION PROVISIONS**

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

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

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

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

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

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

accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

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

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

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

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

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR**

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

**ARTICLE #111 – USE OF THIRD PARTIES**

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

**ARTICLE #112 – ENTIRE CONTRACT**

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

**ARTICLE #113 – SEVERABILITY**

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

construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

**ARTICLE #114 – RECORDS**

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

**ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS**

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

**ARTICLE #116 – WAIVER**

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

**ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

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

contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

**ARTICLE #118 – INSURANCE REQUIREMENTS**

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

**Workers Compensation Insurance:** Required for all contracts.

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

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

**General Liability Insurance:** Required for all service contracts.

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

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

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

**Additional Provisions:**

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

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

**Additional Provisions: Required for all contracts.**

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

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

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

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

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

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

   The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this

Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**

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

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

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

incurred costs shall not in any way affect the County's authority to terminate the Contract.

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

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

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

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS** (if required)

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

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

**ARTICLE #124 – RETAINAGE** (If required)

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

**ARTICLE #125 – VENUE AND GOVERNING LAW**

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

**ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**

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

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

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of

employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

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

**ARTICLE #128 – ORDER OF PRECEDENCE**

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

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

**ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

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

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

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

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

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

**ARTICLE #132 – NOT A JOINT VENTURE**

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

**ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

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

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

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

Print Contractor's Full Legal Name Below:

Lagniappe Development Co., Inc.

By: _____

Print Name: Jessica Avra

Title: President, Secretary

Sworn to and subscribed before me this

14 Day of May, 2025.

Notary Public: _____
DeNene Peterson

Notary commission expires: 09/17/2027

[Locus Sigilli – Seal or Stamp]

DENENE PETERSON NOTARY PUBLIC FORSYTH COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 17, 2027

**HALL COUNTY, GEORGIA**

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

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

**CONTRACT #46-004**

For the provision of

# Demand Services for On-Call Concrete Contractors

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for On-Call Concrete Contractors (hereinafter "Services") is made and as entered into as of _____ (execution date) and July 1, 2025 (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Chattahoochee Group, Inc. which is principally located at 220 Carter St., Clermont, GA 30527. (hereinafter "Contractor").

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

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

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

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

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

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

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

**ARTICLE #102 – CONTRACT**

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

**ARTICLE #103 – NOTICES**

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

**COUNTY PROJECT MANAGER**
Andrew Youngblood
Purchasing Supervisor
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: 770-531-4940

**COUNTY ISSUING OFFICER**
Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 531-4215

**CONTRACTOR'S CONTACT INFORMATION**

Contact Names: Jake Gailey, Megan Thomas, Adam Dowdy

Company Name: Chattahoochee Group, Inc.

Physical Address: 220 Carter St. Clermont, Ga 30527

**REMIT TO ADDRESS (if different):** PO Box 172 Clermont, Ga 30527

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

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

**ARTICLE #105 – CONTRACT TERM**

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

**ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**

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

**ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**

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

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

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

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

   **Definition:** The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable,

especially as a result of an event that the Parties could not have anticipated or controlled."

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

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

**ARTICLE #108 – TERMINATION PROVISIONS**

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

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

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

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

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

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

accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

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

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

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

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

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR**

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

**ARTICLE #111 – USE OF THIRD PARTIES**

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

**ARTICLE #112 – ENTIRE CONTRACT**

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

**ARTICLE #113 – SEVERABILITY**

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

construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

**ARTICLE #114 – RECORDS**

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

**ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS**

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

**ARTICLE #116 – WAIVER**

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

**ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

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

contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

**ARTICLE #118 – INSURANCE REQUIREMENTS**

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

**Workers Compensation Insurance:** Required for all contracts.

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

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

**General Liability Insurance:** Required for all service contracts.

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

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

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

**Additional Provisions:**

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

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

**Additional Provisions: Required for all contracts.**

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

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

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

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

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

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

The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this

Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**

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

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

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

incurred costs shall not in any way affect the County's authority to terminate the Contract.

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

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

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

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS** (if required)

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

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

**ARTICLE #124 – RETAINAGE** (If required)

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

**ARTICLE #125 – VENUE AND GOVERNING LAW**

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

**ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**

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

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

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of

employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

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

**ARTICLE #128 – ORDER OF PRECEDENCE**

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

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

**ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

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

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

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

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

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

**ARTICLE #132 – NOT A JOINT VENTURE**

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

**ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

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

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

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

Print Contractor's Full Legal Name Below:

Chattahoochee Group, Inc.

By: Adam Dowdy

Print Name: Adam Dowdy

Title: Estimator

Sworn to and subscribed before me this

3 Day of June, 2025.

Notary Public: Tamara Norsworthy

Notarial commission expires: 6/2/26

[Locus Sigilli (Seal or Stamp)]

TAMARA NORSWORTHY NOTARY PUBLIC June 2, 2026 HALL COUNTY, GEORGIA

**HALL COUNTY, GEORGIA**

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

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

**CONTRACT #46-004**

For the provision of

# Demand Services for On-Call Concrete Contractors

## ARTICLE #101 – INTRODUCTION

This Contract for [illegible] (hereinafter "Services") is made and as entered into as of _____ (execution date) and _____ (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Ryals Brothers which is principally located at 5973 Main St, Lula, GA. (hereinafter "Contractor").

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

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

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

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

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

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

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

**ARTICLE #102 – CONTRACT**

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

**ARTICLE #103 – NOTICES**

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

**COUNTY PROJECT MANAGER**
Andrew Youngblood
Purchasing Supervisor
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: 770-531-4940

**COUNTY ISSUING OFFICER**
Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 531-4215

**CONTRACTOR'S CONTACT INFORMATION**

Contact Names: Caleb Ryals

Company Name: Ryals Brothers LLC

Physical Address: 5973 Main St Lula GA 30554

**REMIT TO ADDRESS (if different):** _____

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

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

**ARTICLE #105 – CONTRACT TERM**

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

**ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**

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

**ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**

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

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

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

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

   **Definition:** The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable,

especially as a result of an event that the Parties could not have anticipated or controlled."

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

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

**ARTICLE #108 – TERMINATION PROVISIONS**

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

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

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

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

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

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

accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

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

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

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

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

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR**

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

**ARTICLE #111 – USE OF THIRD PARTIES**

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

**ARTICLE #112 – ENTIRE CONTRACT**

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

**ARTICLE #113 – SEVERABILITY**

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

construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

**ARTICLE #114 – RECORDS**

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

**ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS**

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

**ARTICLE #116 – WAIVER**

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

**ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

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

contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

**ARTICLE #118 – INSURANCE REQUIREMENTS**

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

**Workers Compensation Insurance:** Required for all contracts.

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

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

**General Liability Insurance:** Required for all service contracts.

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

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

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

**Additional Provisions:**

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

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

**Additional Provisions: Required for all contracts.**

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

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

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

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

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

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

The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this

Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**

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

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

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

incurred costs shall not in any way affect the County's authority to terminate the Contract.

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

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

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

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS** (if required)

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

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

**ARTICLE #124 – RETAINAGE** (If required)

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

**ARTICLE #125 – VENUE AND GOVERNING LAW**

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

**ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**

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

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

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of

employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

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

**ARTICLE #128 – ORDER OF PRECEDENCE**

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

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

**ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

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

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

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

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

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

**ARTICLE #132 – NOT A JOINT VENTURE**

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

**ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

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

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

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

Print Contractor's Full Legal Name Below:

Ryals Brother LLC

By: _____

Print Name: Caleb Ryals

Title: Client Manager

Sworn to and subscribed before me this

_____ Day of _____, 2025.

Notary Public: _____

Notary commission expires: _____
[Locus Sigilli – Seal or Stamp]

**HALL COUNTY, GEORGIA**

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 367/2025

**SUBJECT:** Approve the renewal of annual contract for IFB #021-45 Firefighting Boots, Gloves and Hoods for Fire Rescue to Profire and Tactical, LLC of Woodstock, GA and Ten-8 Fire and Safety, LLC of Bradenton, FL. The estimated annual cost is $140,563.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** JS

**Recommendation:**
Approve.

**Purpose of Request:**

Approve the renewal of annual contract for IFB #021-45 Firefighting Boots, Gloves and Hoods for Fire Rescue to Profire and Tactical, LLC of Woodstock, GA and Ten-8 Fire and Safety, LLC of Bradenton, FL. The estimated annual cost is $140,563.00.

**History:**
This bid was originally awarded to ProFire and Tactical, LLC, Ten-8 Fire and Safety, and FireLine, Inc. FireLine is no longer able to provide the items on the contract. The other two (2) vendors are able to supply all of the needed items for this contract.

ProFire and Tactical, LLC and Ten-8 Fire & Safety are both reliable vendors and are both in good standing with the County.

**Facts and Issues:**
Year two (2) of a possible five (5) year contract.

ProFire and Tactical, LLC has requested a four percent (4%) increase for FY 2026 as noted on Attachment A.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 140,563.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Fire 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 |
|---|---|---|---|
| JD | JS | JS | AP |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**
Financial Supplement
Contract
Attachment A -Ten-8
Attachment A - ProFire

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 367/2025

**Funds Requested:** $ 140,563.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Fire Services

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 270-FIRE SERVICES FUND | 3520-FIRE RESCUE | 531700-UNIFORMS | $140,563.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** JS

**Phone:** 404-597-0084

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 3, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 021-45-1

Bid/Contract Name: Firefighting Boots, Gloves and Hoods

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: ProFire and Tactical, LLC and Ten-8 Fire & Safety

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $137,807

☐ Price Increase Requested Increase Percentage: 4%

☐ Project/Service Contract FY 2026 Estimated Amount: $0

☒ Product Contract Estimated Amount: $140,563

Comment:

Year two (2) of a possible five (5) year contract. FY 2026 Renewal.
This bid was originally awarded to ProFire and Tactical, LLC, Ten-8 Fire & Safety and FireLine, Inc. FireLine, Inc. is no longer able to provide the items on the contract. ProFire and Ten-8 are both reliable vendors and are both in good standing with the County.
ProFire and Tactical, LLC has requested a four percent (4%) increase for FY 2026 as noted on Attachment A.
FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

State of Georgia
County of Hall

Contract #021-45-1

Contract Renewal #1

Firefighting Boots, Gloves and Hoods Annual Contract

March 24, 2025

**Whereas**, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #021-45, Firefighting Boots, Gloves and Hoods Annual Contract dated June 13, 2024; and

**Whereas**, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas**, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2026,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

**Therefore**, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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

**ProFire and Tactical, LLC**

By: _____
Print Name: Jeff Adamek
Title: COO

Sworn to and subscribed before me this
8 Day of April, 2025

Notary Public: _____

Notary commission expires: 08/15/2028

**HALL COUNTY, GEORGIA**

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

APPROVED AS TO FORM

Nathaniel R. Andrews
Senior Assistant County Attorney

Attestment: _____
County Clerk

Dennis Webb Wadford
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
My Commission Expires 08/15/2028

APPROVED AS TO FORM

Anderson,
County Attorney

State of Georgia
County of Hall

Contract #021-45-1

Contract Renewal #1

Firefighting Boots, Gloves and Hoods Annual Contract

March 24, 2025

**Whereas**, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #021-45, Firefighting Boots, Gloves and Hoods Annual Contract dated June 13, 2024; and

**Whereas**, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas**, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2026,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

**Therefore**, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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

**TEN – 8 FIRE and SAFETY**

By: _____
Print Name: Cory Pike
Title: Inside Equipment Sales Manager

**HALL COUNTY, GEORGIA**

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

Sworn to and subscribed before me this

27th Day of May, 2025

Notary Public: _____

SHANE D. REICHENBACH
Notary Public
State of Florida
Comm# HH475807
Expires 1/20/2028

**APPROVED AS TO FORM**

Nathaniel R. Anderson,
Senior Assistant County Attorney

Notary commission expires: 01/20/2028

State of ~~Georgia~~ FLORIDA
County of ~~Hall~~ MANATEE

Contract #021-45-1

Attachment A

Firefighter Boots, Gloves, and Hoods Annual Contract

March 24, 2025

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

See Attached Quotation

Copy

# QUOTATION

| Quote Number | Document Date | Page |
|---|---|---|
| **231044578** | **03/03/25** | **1/1** |

| Customer No. | Federal Tax ID - Business Partner |
|---|---|
| **C00459** | **58-6000836** |

PO Number
-

| Sales Employee | Email |
|---|---|
| **Petering, Donald** | **dpetering@ten8fire.com** |

| Document Owner | Email |
|---|---|
| **Matala, Matt** | **mmatala@ten8fire.com** |

**TEN-8 FIRE & SAFETY, LLC**
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

**HALL COUNTY COMMISSIONERS**

P.O DRAWER 1435
ATTN: ACCOUNTS PAYABLE
GAINESVILLE GA 30503
USA

Delivery Address

**HALL COUNTY COMMISSIONERS**

2801 ALLEN CREEK RD.
GAINESVILLE GA 30507
USA

| Description | | Quantity | UoM | Vendor | Price | Total |
|---|---|---|---|---|---|---|
| 39708-00-194071 | **BARRIAIRE GOLD - ELITE PRO COMPREHENSIVE COVERAGE** | 1 | EA | PGI, INC | 111.76 | 111.76 |
| 39708-00-192198 | **BARRIAIRE CARBON SHIEI ELITE PRO COMPREHENSI\ COVERAGE** | 1 | EA | PGI, INC | 119.94 | 119.94 |
| 39709-00-192198 | **BARRIAIRE CARBON SHIEI ELITE PRO SHORT COMPREHENSIVE COVERA** | 1 | EA | PGI, INC | 109.24 | 109.24 |

Shipping:

| | |
|---|---|
| Subtotal: | **$ 340.94** |
| Total Before Tax: | **$ 340.94** |
| Total Tax Amount: | **$ 0.00** |
| **Total Amount:** | **$ 340.94** |

Valid Until: **04/03/2025**

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at https://ten8fire.com/return-policy/

State of Georgia
County of Hall

Contract #021-45-1

Attachment A

Firefighter Boots, Gloves, and Hoods Annual Contract

March 24, 2025

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

Item #1- Innotex Grey 25 Particulate blocking hood price increase to $113.00 each

Item #3- Black Diamond X2 Leather structure fire boot price increase to $331.15 each

Item #8- Vanguard Safety Wear MK-1 Ultra Structural Fire glove price increase to 117.50 each

| IFB #021-45<br>Firefighting Equipment Annual Contract | | ProFire and Tactical, LLC | | |
|---|---|---|---|---|
| | | FY25 | FY26 Requested Price Increases | |
| Item # | Item Description | PRICE | PRICE | % of Change |
| 1 | Hoods - Innotex Gray 25 Particulate Blocking | $108.50 | $113.00 | 4.1% |
| 3 | Boots - Black Diamond X2 Leather Structure Fire Boots | $317.24 | $331.15 | 4.4% |
| 8 | Gloves: Vanguard Safety Wear MK1 Ultra Structural Fire Glove. No exception. | $113.50 | $117.50 | 3.5% |
| | | Average % of Change | | 4.0% |

HALL COUNTY
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# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 403/2025

**SUBJECT:** Approve the annual contract renewal for Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue to Ten-8 Fire & Safety LLC, of Bradenton, FL; and approval and authorization for the Chairman to renew the lease agreement with Ten-8 Fire & Safety LLC for the leasing of one (1) maintenance bay located at 2801 Allen Creek Road, subject to review and approval by County Attorney. The estimated annual cost is $1,111,800.00.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** CS

**Recommendation:**
Approve

**Purpose of Request:**
Approve the annual contract renewal for Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment for Fire Rescue to Ten-8 Fire & Safety LLC, of Bradenton, FL; and approval and authorization for the Chairman to renew the lease agreement with Ten-8 Fire & Safety LLC for the leasing of one (1) maintenance bay located at 2801 Allen Creek Road, subject to review and approval by County Attorney. The estimated annual cost is $1,111,800.00.

**History:**

The Board apaproved the last renewal on Agenda Item #127/2024 at Voting Meeting 04/11/2024.

**Facts and Issues:**
Renewal is for year three (3) of a five (5) year contract.

**Options:**

**Funding Requested** $ 1,111,800.00
**Are funds within current budget?** Yes
**Source of Funds** Fire Rescue and Emergency 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?** | 2025-06-23 |

**Approvals:**

| Buyer | submit | approve | Purchasing |
|---|---|---|---|
| AP | JS | JS | AP |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Financial Supplement
Contract Execution Signature Request Cover Sheet
Contract 058-43 Renewal
Exhibit A - Fee Schedule
Vehicle List
Lease Agreement

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 403/2025

**Funds Requested:** $ 1,111,800.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Fire Rescue and Emergency Services

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 270-FIRE SERVICES FUND | 3520-FIRE RESCUE | 522205-VEHICLE MAINTENANCE | $660,000.00 |
| 2026 | 271-EMERGENCY SERVICES FUND | 3630-EMS | 522205-VEHICLE MAINTENANCE | $451,800.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** CJS

**Phone:** 770-718-3280

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**


Date: June 17, 2025

To: David Gibbs, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: RFQ/P #058-43

Bid/Contract Name: Fleet Maintenance and Repair Services for Fire Rescue Vehicles and Apparatus Equipment

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: Ten-8 Fire & Safety LLC

Contract Description:

☐ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $1,090,000

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount: $1,111,800

☐ Product Contract Estimated Amount:

Comment:

The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance. This is year three (3) of a five (5) year contract.

State of Georgia
County of Hall

Contract #058-43

**Contract Renewal**
Year three (3) of five (5)

**Fleet Maintenance and Repair Services of Fire Rescue Vehicles and Apparatus Equipment and Lease Agreement**

**Whereas** Contract #058-43 and Lease Agreement between Hall County, Georgia, ("County") located at 2875 Browns Rd., Gainesville, Georgia 30504, and TEN-8 Fire & Safety, LLC, ("Contractor") located at 2904 59th Avenue Drive East, Bradenton, FL 34203, (herein together "Parties") is in effect, and

**Whereas** the Parties desire to renew the contract period for an additional one (1) year term, extending from July 1, 2025, through June 30, 2026, and

**Whereas** Ten-8 hereby agrees to provide the same services for Regular Scheduled Preventative Maintenance and Unscheduled On-call Repair Services, in accordance with the original contract, and modifications made herein to Exhibit "A" – Maintenance and Repair Fee Schedule, for vehicles listed on Attachment 1 – Hall County Fire Rescue Vehicle List, and the continuation of Exhibit "B" – Lease Agreement,

**Now, Therefore,** in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties,

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seals on the day, month, and year written below.

**TEN-8 Fire & Safety, LLC**

By: _____

Print Name: R. Bowne

Title: Chief Operating Officer

Sworn to and subscribed before me this;

17th Day of June, 2025.

Notary Public: Angela Evans

Notary commission expires: June 29, 2025

ANGELA EVANS
Notary Public-State of Florida
Commission # HH 147287
My Commission Expires
June 29, 2025

**HALL COUNTY, GEORGIA**

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

**APPROVED AS TO FORM**

Nathaniel R. Anderson,
Senior Assistant County Attorney

**STATE OF GEORGIA** **CONTRACT #058-43**
**COUNTY OF HALL** **Amendment #001**

# Exhibit A

# Maintenance and Repair Fee Schedule Including Modifying the Original Contract by this Amendment #001 On Items Noted Below

## Hall County Fire Rescue Vehicles and Apparatus Equipment
## For the Term Period July 1, 2025 – June 30, 2026

**1. Scheduled Preventative Maintenance**

A. **LABOR HOURS:** Parties hereby agree to Scheduled Preventative Maintenance (PM) services at the annual cost of two-hundred nineteen thousand dollars and no/100 ($219,000.00, billed monthly at eighteen thousand two-hundred fifty dollars and no/100 ($18,250.00} for the initial term. Schedule maintenance is defined as planned and routine.

B. **QUARTERLY AERIAL INSPECTIONS:** Additionally, Parties do hereby agree to modify by Amendment #001 the original agreement by adding Quarterly Aerial Apparatus inspections set at twenty-five (25) hours, set at two (2) hours and priced at one-hundred dollars ($130.00) per hour, totaling two-hundred sixty dollars and no/100 ($260.00) per inspection. Billing will be per inspection. The County reserves the right to adjust the inspections if the County is not meeting the twenty-five (25) hours per quarter minimum.

C. **TIRE ROTATION SERVICES:** Parties do hereby agree to modify the original agreement by Amendment #001 adding tire rotation to the Preventive Maintenance PM1 for Passenger Vehicles. Tire rotation is hereby modified from every 10,000 miles to every 5,000 miles for the term period.

D. **VEHICLE LIST:** Attachment 1 – FY 2026 Hall County Fire Rescue Vehicles List contains the current fleet of vehicles. Vehicles may be added to, or subtracted from, the list during the renewal contract period without Amendments.

E. Schedule maintenance is defined as planned and routine. County reserves the right to add additional vehicles and equipment services via an Amendment to the number of labor hours per annum, in the event the County adds new vehicles and apparatuses to the fleet.

**2. Unscheduled Services**

A. County requires Contractor to provide estimates for unscheduled, unplanned, emergency type maintenance and repair services, based upon Contractor's past experience, for County approval before services may be rendered with the exceptions notated below:

1. **Medical Unit Vehicle Repair**s. Contractor may render services for repairs without prior County authorization if the estimated repair cost is below three-thousand dollars and no/100 ($3,000.00) at the approved rates.
2. **Fire Apparatus Repairs.** Contractor may render services for repair without prior County authorization if the estimated repair cost is below five-thousand dollars and no/100 ($5,000.00) per each repair.
3. **Passenger Vehicle Repairs.** Parties do hereby agree to modify the original agreement by Amendment adding; Contractor may render repairs without prior County authorization if the estimated repair costs is below one-thousand dollars and no/100 ($1,000.00) at the approved rates.

B. Repair cost per hour for FY 2026 (July 1st, 2025 – June 30th, 2026) is one-hundred and thirty dollars and no/100 ($130.00).

C. Contractor is to provide a detailed breakdown of parts used on every unit at the time of each service.

D. All parts are to be new and OEM produced unless County approves of other after-market items. Used parts and remanufactured parts are unacceptable.

E. Parties do hereby agree to modify the original agreement by Amendment adding Jump Starting spare trucks at the shop after hours for a flat fee of one-hundred dollars and no/100 ($150.00), billed per instance.

## 3. Unexpected Repairs

If, during regularly schedule PM work, a non-planned repair is discovered and required for the safe and effective functioning of the vehicle or apparatus, the labor rate over-and-above the aforementioned annual rate, is set at one-hundred, thirty and no/100 dollars ($130.00) per hour.

## 4. Pre-approval Limits

A. Medical Unit Repairs: Repair cost under three-thousand dollars and no/100 ($3,000.00) per repair to each vehicle need no prior approval(s) from the County

B. Fire Apparatus Units: Repair cost under five-thousand dollars and no/100 ($5,000.00) per each unit need no prior approval.

C. Passenger Vehicle Repairs: Parties do hereby agree to modify the original agreement by Amendment by adding repair cost under one-thousand dollars and no/100 ($1,000.00) per repair to each vehicle need no prior approval.

## 5. Petroleum Based Liquids and Parts

Due to the fluctuating market cost of oil, lubricants and similar items, replaceable normal-ware parts and unexpected repair parts, Contractor shall bill at MSRP list prices minus a standard ten-percent (10%) discount applied to the work order, plus freight if needed. Contractor must provide detailed receipts and/or work orders when requested by County.

## 6. Pricing Summary

Firm and fixed scheduled PM labor cost is two-hundred nineteen thousand dollars and no/100 ($219,000.00) billed monthly at eighteen-thousand two-hundred fifty dollars and no/100 ($18,250.00).

## 7. Purchase Order

County will issued one (1) blanket Purchase Order for the year, which shall serve as a Notice-to-Proceed. Contractor must list the PO# on all invoices. The PO# will remain constant throughout each term.

## 8. Sublet Invoices

Contractor may add five-percent (5%) to sublet invoices to cover administrative cost

## 9. Mobile Services

Parties do hereby agree to modify the agreement by Amendment adding a seventy-five dollar ($75.00) flat fee for Contractor to travel out of the fire station, plus the normal labor fee of one-hundred thirty dollars and no/100 ($130.00) per hour, including drive time to and from the vehicle.

## 10. On-Call Services

Additional on-call “emergency” charges, after normal work hours of Monday – Friday, 8:00am – 5:00pm, is one-hundred and sixty-five dollars and no/100 ($165.00) per hour.

On-call “emergency” charges for weekends and recognized holidays is set at two-hundred twelve dollars and no/100 ($212.00) per hour.

## 11. Courtesy Services

Contractor agrees to the reasonable transfer of County owned vehicles to-and-from OEM dealers (see Exhibit C – Hall County Vehicle Fleet List) for warranty service work at no additional cost to the County. In the event that the failure rate frequency of County owned vehicles becomes excessive which forces Contractor to employ drivers to complete the transfers, then a nominal fee will be charged to the invoice(s) as a separate line item to cover the driver cost.

# Attachment 1

Hall County Fire Recue vehicle list that Ten 8 services as of 5/13/2025

| Department | VIN | Year | Make | Model |
|---|---|---|---|---|
| Fire Rescue | 4P1BAAGF3PA025170 | 2023 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF5MA022525 | 2020 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF9MA022527 | 2021 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF5PA025171 | 2023 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF7PA025172 | 2023 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF3MA022524 | 2021 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF9PA025173 | 2023 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF0PA025174 | 2023 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF2PA025175 | 2023 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF7MA022526 | 2021 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF0MA022528 | 2021 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF4PA025176 | 2023 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF2MA022529 | 2021 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF6PA025177 | 2023 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF9MA022530 | 2021 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF0MA022531 | 2021 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF4LA020991 | 2020 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGFXJA019146 | 2018 | Pierce | Pumper |
| Fire Rescue | 4P1BAAGF1JA019147 | 2018 | Pierce | Pumper |
| Fire Rescue | 54FZDB610EWM10748 | 2014 | Rosenbauer | Commander/Cummins |
| Fire Rescue | 4S7AT2C928C070769 | 2008 | Spartan/Rosenbauer | MS1500Cummins |
| Fire Rescue | 44KFT42827WZ21021 | 2007 | HME/Rosenbauer | HME - 1871/Detroit |
| Fire Rescue | 44KFT42865WZ20614 | 2005 | HME/Rosenbauer | HME-1871/Detroit |
| Fire Rescue | 44KFT42854WZ20294 | 2004 | HME/Rosenbauer | HME-1871/Detroit |
| Fire Rescue | 44KFT42851WZ19545 | 2001 | HME/Rosenbauer | HME - 1871/Detroit |
| Fire Rescue | 44KFT42807WZ21020 | 2007 | HME/Rosenbauer | MS1500/Detroit |
| Fire Rescue | 44KFT42842WZ20039 | 2003 | HME/Rosenbauer | HME 1871/Detroit |
| Fire Rescue | 44KFT4284YWZ19210 | 2000 | HME/Rosenbauer | HME 1871/Detroit |
| Fire Rescue | 44KFT42801WZ19579 | 2001 | HME/Rosenbauer | HME - 1871/Detroit |
| Fire Rescue | 4P1BCAGFXFA014899 | 2015 | Pierce | Aerial |
| Fire Rescue | 4P1BCAFF3HA017096 | 2017 | Pierce | Aerial |
| Fire Rescue | 4P1BCAGF5MA022504 | 2021 | Pierce | Aerial |
| Fire Rescue | 4P1BBAGF1JA019386 | 2018 | Pierce | Rescue |
| Fire Rescue | 1HTMKAZR59H129761 | 2009 | International | 4000 |
| Fire Rescue | 1FV6JLCBXVH866257 | 1997 | Freightliner | Rescue |
| Fire Rescue | 1FVACXDC14HN11477 | 2003 | Freightliner | HazMat |
| Fire Rescue | 3HAWCAZRLGL104398 | 2016 | International | 7400 |
| Fire Rescue | 1FDUF5HN8REC23881 | 2024 | Ford | F550 |
| Fire Rescue | 1FDUF5GN6NDA15323 | 2022 | Ford | F-550 |
| Fire Rescue | 1FDUF5GN1MDA10030 | 2021 | Ford | F-550 |
| Fire Rescue | 1FDUF5HN3RDA03201 | 2024 | Ford | F550 |
| Fire Rescue | 1FDUF5HN1REC23883 | 2024 | Ford | F550 |
| Fire Rescue | 1FDUF5GN3MDA10031 | 2021 | Ford | F-550 |
| Fire Rescue | 1FDUF5GN3MDA10028 | 2021 | Ford | F-550 |
| Fire Rescue | 1FDUF5HN5REC00137 | 2024 | Ford | F550 |
| Fire Rescue | 1FDUF5HN5RDA03202 | 2024 | Ford | F550 |
| Fire Rescue | 1FDUF5GN6NDA15324 | 2022 | Ford | F-550 |
| Fire Rescue | 1FDUF5GN4NDA07401 | 2022 | Ford / Osage | F-550 / Super Warrior |
| Fire Rescue | 1FDUF5GN5MDA10029 | 2022 | Ford | F-550 |
| Fire Rescue | 1FDUF5HNXREC23882 | 2024 | Ford | F550 |
| Fire Rescue | 1FDUF5GN5MDA10032 | 2021 | Ford | F-550 |
| Fire Rescue | 1FDUF5HN6REC23880 | 2024 | Ford | F550 |
| Fire Rescue | 1FDUF5GN2NDA07400 | 2022 | Ford / Osage | F-550 / Super Warrior |

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|---|---|---|---|---|
| Fire Rescue | 1FDUF5HN7REC00138 | 2024 | Ford | F550 |
| Fire Rescue | 3C7WRLCLXHG636846 | 2017 | Ram | 4500 |
| Fire Rescue | 3C7WRLCL9HG625983 | 2017 | Ram | 4500 |
| Fire Rescue | 3C7WRLCL3HG636848 | 2017 | Ram | 4500 |
| Fire Rescue | 3C7WRLCLXGG329837 | 2016 | Ram | 4500 |
| Fire Rescue | 3C7WRLCL1HG636847 | 2017 | Ram | 4500 |
| Fire Rescue | 3C7WRLCL6HG572708 | 2017 | Ram | 4500 |
| Fire Rescue | 1FVACWFD2LHME2342 | 2020 | Braun | Freightliner |
| Fire Rescue | 1FVACWFD0LHME2341 | 2020 | Braun | Freightliner M2106 |
| Fire Rescue | 3C7WRLCL5HG636849 | 2017 | Ram | 4500 |
| Fire Rescue | 3C7WRLCL1HG625976 | 2017 | Ram | 4500 |
| Fire Rescue | 3C7WRLCL7HG625982 | 2017 | Ram | 4500 |
| Fire Rescue | 3C7WRLCL8GG329836 | 2016 | Ram | 4500 |
| Fire Rescue | 3C7WRLCL1GG329838 | 2016 | Ram | 4500 |
| Fire Rescue | 3C7WRLCL3GG329839 | 2016 | Ram | 4500 |
| Fire Rescue | 1FTEW1P44LKD80485 | 2020 | Ford | F150 |
| Fire Rescue | 1FTFW1P84NKE33519 | 2022 | Ford | F150 |
| Fire Rescue | 1FT8W4DM6REC49909 | 2024 | Ford | F-450 |
| Fire Rescue | 1FTWW31P15EA47005 | 2005 | Ford | F350 |
| Fire Rescue | 1FTFW1T5XPKF98862 | 2023 | Ford | F-150 |
| Fire Rescue | 1FTFW1T52PKF98872 | 2023 | Ford | F-150 4x4 |
| Fire Rescue | 1FTFW1T51PKF98958 | 2023 | Ford | F-150 4x4 |
| Fire Rescue | 1FTFW1T54PKF98923 | 2023 | Ford | F-150 |
| Fire Rescue | 1FTEW1P46LKD80487 | 2020 | Ford | F150 |
| Fire Rescue | 1FTFW1P82MKE68171 | 2021 | Ford | F150 |
| Fire Rescue | 1FTSW20R48EA79026 | 2008 | Ford | F250 |
| Fire Rescue | 1FM5K8B85KGA47385 | 2019 | Ford | Explorer |
| Fire Rescue | 1FTFW1P80MKE68170 | 2021 | Ford | F150 |
| Fire Rescue | 1FMUK7DH9SGA03165 | 2025 | Ford | Explorer |
| Fire Rescue | 1FTFW1P84MKE68169 | 2021 | Ford | F-150 |
| Fire Rescue | 1FM5K8B83KGA47384 | 2019 | Ford | Explorer |
| Fire Rescue | 1FTFW1P80MKE68167 | 2021 | Ford | F150 |
| Fire Rescue | 1FTER4FH3MLD57838 | 2021 | Ford | Ranger |
| Fire Rescue | 1FTFW1T53PKF98993 | 2023 | Ford | F-150 4x4 |
| Fire Rescue | 1FM5K8B87KGA47386 | 2019 | Ford | Explorer |
| Fire Rescue | 1FTER4FH9MLD57911 | 2021 | Ford | Ranger |
| Fire Rescue | 1FTER4FH6MLD57882 | 2021 | Ford | Ranger |
| Fire Rescue | 1FTFW1P84NKE33522 | 2022 | Ford | F-150 |
| Fire Rescue | 1FMSK7DH2PGB24649 | 2023 | Ford | Explorer |
| Fire Rescue | 1FM5K8AT7FGB03497 | 2015 | Ford | Explorer |
| Fire Rescue | 1GNLC2E04CR225327 | 2012 | Chevy | Tahoe |
| Fire Rescue | 1GNEC03058R262927 | 2008 | Chevy | Tahoe |
| Fire Rescue | 1FTFW1P82MKE68168 | 2021 | Ford | F150 |
| Fire Rescue | 1FTEW1P48LKD80488 | 2020 | Ford | F150 |
| Fire Rescue | 1GNSKFEC2GR253617 | 2016 | Cheverolet | Tahoe |
| Fire Rescue | 1FM5K8AR4FGC66502 | 2015 | Ford | Explorer |
| Fire Rescue | 1FTFW1P86NKE33523 | 2022 | Ford | F-150 |
| Fire Rescue | 1FM5K8B81KGA47383 | 2019 | Ford | Explorer |
| Fire Rescue | 3FA6P0G79JR133033 | 2018 | Ford | Fusion |
| Fire Rescue | 1FTSW31S03ED84457 | 2003 | Ford | F350 |
| Fire Rescue | 1FDWW36Y68EC95719 | 2008 | Ford | F350 SD |
| Fire Rescue | 1FTBR1Y84PKA97863 | 2023 | Ford | Transit 250 Van |
| Fire Rescue | 1GNSK4E03CR306703 | 2012 | Chevrolet | Tahoe |
| Fire Rescue | 1FTBR1Y81LKA71361 | 2020 | Ford | Transit 250 Van |
| Fire Rescue | 1GNEC030X8R264558 | 2008 | Ford | Tahoe |
| Fire Rescue | 1FTYR3XM2JKA17570 | 2018 | Ford | Transit 250 Van |
| Fire Rescue | 1FTEW1P4XLKD80489 | 2020 | Ford | F150 |
| Fire Rescue | 1FTFW1P82NKE33521 | 2022 | Ford | F-150 |

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| Fire Rescue | 1FTFW1P80NKE33520 | 2022 | Ford | F-150 |
| Fire Rescue | 1FTEW1P44LKD80486 | 2020 | Ford | F150 |
| Fire Rescue | 1FMJU1G5XEEF31549 | 2014 | Ford | Expedition 4X4 |
| Fire Rescue | 1FMJU1G56EEF31550 | 2014 | Ford | Expedition 4X4 |
| Fire Rescue | 1GNSK4E08CR306356 | 2012 | Chevy | Tahoe |
| Fire Rescue | 1GNLC2E09CR223914 | 2012 | Chevrolet | Tahoe |
| Fire Rescue | 1FM5K8AR0FGB91703 | 2015 | Ford | Explorer |
| Fire Rescue | JT4UN24D7V0041342 | 1997 | Toyota | T100 |

State of Georgia
Hall County

Contract #058-43

EXHIBIT B

# LEASE AGREEMENT

THIS LEASE AGREEMENT, is entered into by and between **Hall County, Georgia** (hereinafter, **"Landlord"** or **"HCFR"**) and **Ten-8 Fire & Safety LLC.** a Florida limited liability company (hereinafter, **"Tenant"**), whose address is 2904 59th Avenue Drive East, Bradenton, FL 34203

WHEREAS, Hall County, Georgia owns and operates the facilities located at 2801 Allen Creek Road, Gainesville GA

WHEREAS, Hall County, Georgia permits Ten-8 to perform work on its vehicles in the workshop located at 2801 Allen Creek Road, Gainesville Georgia pursuant to a maintenance contract between the parties.

WHEREAS, the maintenance performed by Ten-8 has resulted in improved reliability of the HCFR fleet, and that improved reliability has generated nine-hundred square feet (900 sq. ft.) in the workshop that is no longer fully utilized in maintaining vehicles under the maintenance contract.

WHEREAS, Ten-8 is willing to lease the above-referenced space in the said workshop (900 sq. ft.) from HCFR to utilize for the maintenance and repair of other municipalities' fire and emergency vehicles and apparatus.

WHEREAS, a mutually beneficial cooperative relationship between Landlord and Tenant will benefit the Landlord by generating a credit for the unused space, and will benefit the Tenant by increasing the working capacity of the facility;

NOW THEREFORE, the Parties agree to enter into this Lease Agreement on terms as set forth herein.

1. PREMISES. The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved and contained, to be paid, kept, and performed by the Tenant, has leased and rented and by these presents does lease and rent, unto the Tenant, and said Tenant hereby agrees to lease upon the terms and conditions which hereinafter appear, and take, under the terms expressed in this Lease Agreement, that certain property, consisting of an area of approximately ***900*** square feet located at ***2801 Allen Creek Road*** in the County of ***Hall***, State of ***Georgia***, as depicted in ***Appendix A*** (hereinafter called **"Premises"**).

EXHIBIT B

2. TERM. The Term of this Agreement shall be for the current duration of the current maintenance contract unless sooner terminated or extended in accordance with the terms of this Agreement.

   The parties agree that the Date of Occupancy shall be the date on which this document is signed and fully executed, unless extended or sooner terminated as hereinafter provided.

   This contract may be terminated by either the Landlord or Tenant with 60 days written notice by either party.

3. TENANT'S USE. Tenant shall use the Premises only as a fire apparatus maintenance shop and related ancillary uses, and for no other use without Landlord's written consent. If the landlord has trucks that are out of service (for requirements listed in the NFPA guidelines) that cannot be remedied in other spaces within the workshop, the tenant shall forgo the use of the leased space until such a time that the repairs are complete. The Tenant further agrees that Tenant will not use said Premises, or permit the same to be used, for any unlawful or obnoxious business or practice.

4. LANDLORD'S OBLIGATIONS. Upon commencement and throughout the Term and any extensions the Landlord shall provide to Tenant:

   a. Exclusive access to, use, and occupancy of the Premises on a 24/7 basis.

   b. Payment of water and water services, sewer services, electrical, air services and all other utilities as applicable, at Landlord's sole expense; and

   c. Permission for the placement and maintenance, at Tenant's expense, of signs of a preapproved design, size and number, identifying and providing direction to the Premises.

   d. Maintenance of the Premises in good repair and condition, including the roof, walls, floors, foundations, and other components of the building in which the Premises are located, and exterior areas (including parking, access, and landscaped areas), the interior of the Premises, all mechanical (heating, ventilation, air conditioning, plumbing, electrical, and fire suppression) elements and components of the building. Subject to the availability and appropriation of funding, Landlord shall make all reasonable repairs and replacements, whether foreseen or unforeseen, and do such other things as may be required to maintain the building and exterior areas in a good and workman-like manner.

EXHIBIT B

5. TENANT'S OBLIGATIONS. Upon commencement and throughout the Term and any extensions the Tenant shall:

   a. Rent will be calculated at the rate of $19.04 per square foot per annum, for a total of $12,000 per annum. (Rent will be offset via credits provided against the current maintenance contract.)

   b. Keep the interior of the Premises and appurtenances in a clean, safe, and healthy condition (excepting however, all repairs made necessary by reason of the happening of fire or other casualty), and not permit undue accumulations of garbage, trash, rubbish or other refuse within the Premises, all at Tenant's cost.

6. CREDIT & PAYMENT SCHEDULE. Tenant will issue a credit to HCFR in the amount of One Thousand Dollars ($1,000) with the monthly scheduled maintenance labor invoice; this amount represents one month of the lease agreement rate, for the month preceding payment and will be pro rata accordingly for part months at the beginning and end of lease.

7. SURRENDER. The Tenant shall deliver up and surrender to the Landlord possession of the Premises upon the expiration of this Lease or its termination in any way, in as good condition and repair as the same shall be on the Effective Date (loss by fire, casualty, act of God, ordinary wear and decay, and condemnation excepted) and deliver any keys to the Landlord or Landlord's agent.

8. TRADE FIXTURES. All trade fixtures and equipment owned by the Tenant, and installed or placed by it upon the Premises, shall remain the property of Tenant at all times and may be removed by the Tenant at the expiration of this Lease. Tenant agrees to repair any damage to the Premises occasioned by the installation, moving or removing of such trade fixtures.

9. DAMAGE OR DESTRUCTION BY FIRE, WAR, OR ACTS OF GOD. If the Premises are destroyed or damaged by fire, acts of war, or acts of God (including earthquake), to such an extent that they are rendered untenantable in whole or in substantial part, Landlord has the option of rebuilding or repairing the same by giving written notice to the Tenant within thirty (30) days after the occurrence of such damage of its intention to rebuild the Premises or the part so damaged. If Landlord elects to rebuild or repair the Premises and does so without unnecessary delay, Tenant shall be bound by this Lease, except that during such period, commencing on the date of the damage, the rent for the Premises shall be abated in the same proportion that the portion of the Premises rendered unfit for occupancy by Tenant shall bear to the whole of the Premises, or the entire rent shall be abated if Tenant cannot reasonably operate within the Premises due to the nature or location of the

damage. Notwithstanding the foregoing, if restoration is estimated to, or actually does, take more than one hundred twenty (120) days from the date of the damage, Tenant may terminate this Lease via written notice to Landlord at any time prior to restoration of the Premises.

10. ASSIGNMENT. This Lease may not be assigned, sublet or otherwise transferred by the Tenant, directly or indirectly without Landlord's consent, not to be unreasonably withheld, conditioned or delayed. Specifically, but without limitation, the transfer of controlling stock or other controlling beneficial interest in the Tenant without the Landlord's consent shall void this Lease.

11. MECHANIC'S LIEN.

    a. If any mechanic's, or other liens, or order for the payment of money, shall be filed against the Premises, or any building or improvements thereon, by reason of change and alteration or addition made or alleged to have been made, by or for, the Tenant, or the cost or expenses thereof, or any contracts relating thereto, the Tenant shall cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of the Tenant, and shall also defend on behalf of the Landlord, at the Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon for the enforcement of such lien, liens or orders, and the Tenant will pay any damage and satisfactorily discharge any judgment entered therein, and save harmless the Landlord from any claim, attorneys' fees, or other losses therefrom.

    b. If any mechanic's or other lien, or order for payment of money, shall be filed against the Premises, or on any building or improvements thereof, for any of the reasons provided in this section, and shall not be removed by the Tenant within thirty (30) days after notice given by the Landlord, the Landlord shall have the right to remove same by payment or otherwise, and all sums expended by the Landlord for such removal, including reasonable attorneys' fees, shall be paid by the Tenant unto the Landlord upon demand, and shall be deemed to be additional rent due under this Lease.

12. GOVERNMENT REGULATIONS. Tenant agrees at its own cost and expense, during the term of this Lease, to comply with all orders, rules, regulations and requirements of every kind of nature relating to the Premises, now or hereafter in force and effect, of the federal, state, county, municipal, and other governmental authorities, applicable to the manner of Tenant's use and occupancy thereof, or alterations made by the Tenant, and the Tenant will pay all costs and expenses incidental to such compliance and will indemnify and save

harmless the Landlord free of expense or damage by reason of any notice, violations or penalties filed against or imposed upon the Premises, or against the Landlord as owner thereof, because of the failure of the Tenant to comply with the provisions of this section. Should the Tenant fail to comply with any of the provisions contained in this section, the Landlord may, after ten (10) days' notice to the Tenant, comply therewith, and the reasonable cost and expense of so doing may be paid by the Landlord, or may be charged against the Tenant becoming due upon demand. Tenant agrees to indemnify and save harmless the Landlord from and against any and all judgements, decrees, penalties, cost and expenses, by reason of such non-compliance.

13. INSURANCE AND HOLD HARMLESS.

The Tenant will, during the term of this Lease, indemnify the Landlord and hold it harmless against all claims, demands, and judgments for loss, damage or injury to property or person to the extent resulting or occurring by reason of Tenant's use and occupancy of the Premises. Tenant agrees that, at its own cost and expense, it shall procure and continue in force, in the names of the Landlord (as additional insured) and Tenant, commercial general liability insurance in an insurance company having a Triple-A-Best rating or better against any and all claims for injuries to persons or property occurring in, upon or about the Premises, including all damage from signs, glass, awnings, fixtures or other appurtenances, now or hereafter upon the Premises, during the term of this Lease, such insurance at all times to be in an amount not less than $2,000,000.00 combined single limit for injury or death, and not less than $100,000 as to property damage or loss. Such insurance shall be written in the company or companies authorized to engage in the business of general liability insurance in the State of Florida, and there shall be delivered to the Landlord customary certificates evidencing such paid-up insurance, which certificates are to be issued by the insurance companies. Tenant shall cause Landlord to be named as an additional insured on such liability policy.

In addition, the Tenant will, at its own cost and expense, procure and continue in force worker's compensation insurance for all their own persons working at the premises. Lastly, Tenant shall, at its own cost and expense, procure and continue in force a policy of garageman's liability insurance.

In the event Tenant contaminates the groundwater in connection with its use of the Premises, Tenant agrees to hold harmless and indemnify Landlord, and Landlord's successors and assigns from any and all claims, suits, actions, debts, damages, costs, charges and expenses, including attorney's fees, paralegal, legal assistant and similar fees and costs, and against all liability, losses and damages of any nature whatsoever, that Landlord may at any time sustain by reason of any such groundwater contamination.

Throughout the Term, Landlord, at its sole cost and expense, shall provide and keep in force broad form fire and extended coverage casualty insurance on the Premises, insuring against loss by fire, windstorm, sprinkler leakage, flood, earthquake, water damage and all of the risks and perils usually covered by an "all risk" physical loss endorsement, including, but not limited to, vandalism, malicious mischief and boiler, pressure vessel and machinery coverage, in an amount equal to not less than 100% of the full replacement value, without co-insurance. Such insurance shall name Tenant as an additional insured as Tenant's interests may appear.

14. DEFAULT AND LANDLORD REMEDY. Should the Tenant allow any payment herein above to become delinquent, or fail to perform any of the covenants herein made, and any such payment or performance failure continues for fifteen (15) days after Tenant's receipt of Landlord's notice (or such longer time as may be reasonably necessary so long as Tenant diligently pursues such cure to completion), then this Lease shall be in default and the Landlord shall the right to re-enter and take possession of the Premises, and/or this Lease may be terminated at the Landlord's option. Bankruptcy of Tenant or any assignment for the benefit of creditors shall likewise operate as a termination of the Tenant's right of possession of the Premises and shall not waive Landlord's right or estop Landlord from repossessing the Premises for subsequent defaults, and in any such event, the Tenant agrees to peacefully surrender possession of the Premises to the Landlord. It is further agreed that in the event the Tenant agrees to peacefully surrender possession of the Premises or should it default in any of its other covenants with Landlord set forth herein so that it becomes necessary for Landlord to employ an attorney to collect rents or to recover possession of the Premises or to enforce any covenant made by the Tenant hereunder, the Tenant shall pay all costs of collection and expenses of recovery of possession or costs and expenses of any action so required, including reasonable attorneys' fees through appeal. The remedies provided herein are cumulative to those provided by law, and the right of the Landlord to declare the term at an end and to re-enter the Premises shall not in any manner affect the right of the Landlord to terminate and declare this Lease void and ended.

15. COMPLIANCE. Should the Tenant fail to comply with any of the terms, covenants and conditions contained in the within Lease on the part of the Tenant to be kept and performed, the Landlord may, after fifteen (15) days' notice to the Tenant (or such longer time as may be reasonably necessary so long as Tenant diligently pursues such cure to completion), comply therewith for the other (but Landlord shall not be obligated so to do), and the reasonable cost of such compliance shall be payable upon five (5) days demand to the Tenant.

16. BINDING ON SUCCESSORS. The respective rights and obligations hereunder shall inure to, and be binding upon, the respective heirs, distributees, devisees, legal and personal representatives, assigns, grantees, and successors in interest of the Landlord, and shall inure to, and be binding upon, the permitted assigns and successors in interest of the Tenant.

17. ENTIRE AGREEMENT. This Lease embodies the entire contract of the parties hereto, and shall not be altered, changed or modified in any respect, except by an instrument executed by all parties to this Lease.

18. SUBORDINATION. Tenant agrees that this Lease shall be subordinate to any mortgage or mortgages or the lien resulting from any method of financing or refinancing, now or hereafter in force against the land, building, or Premises or against the Landlord's interest under any ground lease covering the land and buildings, of which the Premises are a part, and to all advances made or hereafter to be made upon the security hereof, provided that in no event shall Tenant's rights under this Lease be disturbed so long as Tenant is not in default beyond all applicable notice and cure periods. Tenant agrees to execute, upon Landlord's request, such subordination or estoppel certificates requested by Landlord or its lender evidencing such subordination and non-disturbance rights.

19. ALTERATIONS. No structural alterations shall be made to the Premises without the express written consent of the Landlord, including the installation of any signage.

20. GOVERNING LAW. This Lease & Maintenance Agreement is governed by Georgia law.

21. CAPTIONS. Any headings preceding the text of the several paragraphs and subparagraphs hereof, are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction, or effect.

22. EMINENT DOMAIN. Tenant shall not be entitled to any award made in any eminent domain proceedings with respect to the land or building included within the Premises for its leasehold interest therein; provided, further, that nothing herein contained shall be construed to affect the right of the Tenant to recover for any loss or damage which it may suffer by reason of loss of business or interruption of business, which may result from such condemnation or eminent domain proceedings.

23. STORAGE. Tenant shall be allowed to store customer owned apparatus, demo units, and personal vehicles inside the secured grounds in an area designated by the Landlord. It is expected that normal business hours will not be outside of the period from 7:00 a.m. to 6:00 p.m. However, access to the building and secured parking areas shall be permitted 24 hours a day 7 days a week as needed for emergent situations.

24. RECORDATION. This Lease shall not be recorded.

25. ATTORNMENT. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the Purchaser and recognize such Purchaser as Landlord under this Lease.

26. FORCE MAJEURE. Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the obligated party's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

27. TAXES AND ASSESSMENTS. Landlord shall pay and discharge, prior to their delinquency, all real estate taxes and assessments, now or hereinafter assessed or levied against the Premises during the Term, and all penalties and interest thereon, as applicable. Notwithstanding the foregoing, the parties acknowledge that any assessments or impositions, whether by state, municipal, district, school, or otherwise, which are imposed in addition to real property taxes (such as solid waste disposal assessments), to the extent arising from Tenant's use of and operations in the Premises, are solely the responsibility of Tenant and not the Landlord.

28. NO CONTINUING WAIVER. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof, or otherwise accruing hereunder, shall impair any such right or power or be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by a party to any act by the other party requiring the former party's consent or approval shall be deemed to waive or render unnecessary such former party's consent or approval to any subsequent similar acts by the other party.

29. INVALID PROVISION. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Lease

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

30. HAZARDOUS WASTE.

Tenant convents and agrees to comply with all applicable and environmental and other federal, state and local governmental statutes, ordinances, rules and regulations relating of the presence of hazardous substances, hazardous wastes, pollutants or contaminates. Tenant agrees and does hereby indemnify Landlord and hold it harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which Landlord may incur or suffer by reason of any claim or liability to the extent arising from Tenant's noncompliance with applicable laws and terms of this paragraph. Tenant specifically covenants and agrees that no hazardous substances, hazardous waste or waste by-products, pollutants or contaminants, shall be dumped in any trash receptacle, or otherwise, in, on, or about the Premises except as specifically provided under the terms of this paragraph. Specifically, but without limitation, Tenant shall dispose of all used oil, coolants, batteries, tires, and related vehicle maintenance fluids in compliance with all applicable laws, at no cost to Landlord.

31. COUNTERPARTS. This Lease may be executed in multiple counterparts, and notwithstanding that all of the parties do not execute the same counterpart, each executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same Lease binding all of the parties hereto. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Lease to physically form one document. Electronic or facsimile copies of this Lease fully executed shall be deemed an original for all purposes, and the parties hereto waive the "best evidence" rule or any similar law or rule in any proceeding in which this Lease shall be presented as evidence.

32. PRIORITY. As additional consideration for the parties to enter into this agreement, Tenant covenants and agrees that any labor, services, and materials to be provided to the Landlord from the Premises for an apparatus shall receive priority over all other jobs. EXCEPTION: Unless those jobs for other parties meet the NFPA out of service guidelines in which case they will be prioritized in the order that the tenant was notified of the defects.

[Signature page follows]

State of Georgia
Hall County

Contract #058-43

EXHIBIT B

**Appendix A - PREMISES LAYOUT**

Approximate location of leased area.

State of Georgia
Hall County

Contract #058-43

EXHIBIT B
[Signature page to Lease]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

**WITNESSES:**

Attest

**By:** Jennifer Rivera

Print Name: Jennifer Rivera, Commission Clerk

Print Name: Abril Olivas

**WITNESSES:**

**By:** Angela Evans

Print Name: Angela Evans

Print Name: Derick Bowser

**LANDLORD:**

**Hall County, Georgia**

**By:** Richard Higgins

Print name: Richard Higgins
Title: BOC Chairman
Date: 5/25/2023

**TENANT:**

**Ten-8 Fire & Safety LLC**
a Florida limited liability company

**By:**

Print name: Richard Dounch
Title: Chief Operating Officer
Date: _____

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 331/2025

**SUBJECT:** Approve the purchase of a 2025 Ford F-250 Super Cab 4WD Service Truck for Road Maintenance from Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of $65,106.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**
Approve the purchase of a 2025 Ford F-250 Super Cab 4WD Service Truck for Road Maintenance from Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of $65,106.00.

**History:**

Akins Ford is a vendor in good standing with the County.

**Facts and Issues:**

Truck purchased will replace Road Maintenance Vehicle #172 which has 191,088 miles. This vechicle will be used in conjection with the motorgrader to maintain gravel road and used in inclement weather operations.

This has been compared against the statewide contact and the quote obtained is less than the available statewide contract.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 65,106.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Capital Project Funds |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |

**Is there a deadline for this item?** 2025-05-19

**Approvals:**

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

---

**Attachments:**

Financial Supplement
Bid Tab
Quote 1 - Akins Ford
Quote 2 - Akins Ford
Quote 3 - Loganville Ford

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 331/2025

**Funds Requested:** $ 65,106.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Capital Project Funds

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2025 | 350-CAPITAL PROJECTS FUND | 4220-ROAD MAINTENANCE | 542200-MOTOR VEHICLES | $65,106.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** JH

**Phone:** x2696

| | FORD F-250 XL SERVICE BODY BID TAB | | | 6/5/2025 |
|---|---|---|---|---|
| **Bidders** | **Akins Ford (2025 Model)** | **Akins Ford (2025 Model)** | **Loganville Ford (2024 Model)** | **Allan Vigil Ford (Statewide Contract 2026 Model)** |
| **Location** | Winder, GA | Winder, GA | Loganville, GA | Morrow, GA |
| **Bid** | $ 65,106.00 | $ 65,188.74 | $ 70,440.00 | $ 70,688.00 |

# Akins

# BUYER'S ORDER / INVOICE / BILL OF SALE

Ford · DODGE · CHRYSLER · Jeep

P.O. Box 280 · Winder, GA 30680 · 770-867-9136 · 800-282-7872 · www.akinsford.com · sales @ akinsford.net

## CUSTOMER INFORMATION FOR TITLE PURPOSES

| | | | | | |
|---|---|---|---|---|---|
| NAME(S) FIRST, MIDDLE, LAST OR BUSINESS: HALL COUNTY BOARD OF COMMISSIONERS | | | | SALESPERSON | PROSPECT # |
| | | | | STOCK NUMBER: sec52390 | DATE: 05/16/25 |
| | | | | TYPE - R.F.W.T.L. | FLEET# |
| STREET ADDRESS | CITY | COUNTY | STATE: GA | ZIP CODE | |
| MAILING ADDRESS | CITY | COUNTY | STATE | ZIP CODE | |
| HOME PHONE | CELL OR PAGER # | OFFICE OR WORK PHONE | E-MAIL ADDRESS | | |

## PRIMARY PURCHASER INFORMATION

| SOCIAL SECURITY | DRIVER'S LICENSE # | DATE OF BIRTH | NAD # |
|---|---|---|---|
| | | | |

## VEHICLE PURCHASED

| TYPE | YEAR | MAKE | MODEL | BODY |
|---|---|---|---|---|
| NEW | 2025 | FORD | F250 | XL SERVICE BODY |

| CYLINDERS | TRANSMISSION | FUEL | COLOR | TRIM | VIN |
|---|---|---|---|---|---|
| | AUTO | UNL | WHITE | VINYL | 1FD7X2BA7SEC52390 |

| KEY CODE | OTHER | ODOMETER |
|---|---|---|
| | | |

## TRADE-IN #1

| YEAR | MAKE | VIN | |
|---|---|---|---|
| | | | |
| MODEL | STOCK NUMBER | ODOMETER | TRADE ALLOWANCE $ |
| | | | |
| PAYOFF AMOUNT | GOOD UNTIL | ACCOUNT NUMBER | |
| | | | |
| PAYOFF OWED TO | | PHONE NUMBER | QUOTED BY |
| | | | |
| ADDRESS | | CITY | STATE / ZIP CODE |
| | | | |

## TRADE-IN #2

| YEAR | MAKE | VIN | |
|---|---|---|---|
| | | | |
| MODEL | STOCK NUMBER | ODOMETER | TRADE ALLOWANCE $ |
| | | | |
| PAYOFF AMOUNT | GOOD UNTIL | ACCOUNT NUMBER | |
| | | | |
| PAYOFF OWED TO | | PHONE NUMBER | QUOTED BY |
| | | | |
| ADDRESS | | CITY | STATE / ZIP CODE |
| | | | |

## LIEN HOLDER

| PURCHASED VEHICLE LIEN HOLDER | | LIEN HOLDER CODE | |
|---|---|---|---|
| | | | |
| ADDRESS | CITY | STATE | ZIP CODE |
| | | | |

## INSURANCE

| COMPANY | | POLICY NUMBER | |
|---|---|---|---|
| | | | |
| AGENT | | PHONE | |
| | | | |
| ADDRESS | CITY | STATE | ZIP CODE |
| | | | |

Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.

PURCHASER'S SIGNATURE _____ DATE _____ ACCEPTED BY: _____ DEALER OR HIS AUTHORIZED REPRESENTATIVE

CO-PURCHASER'S SIGNATURE _____ DATE _____

| | |
|---|---|
| BASE PRICE | $65,106.00 |
| | |
| | |
| | |
| TOTAL PRICE INCLUDING DEALER OPTIONS | $65,106.00 |
| ADJUSTED PRICE INCL DISCOUNT(S) | $65,106.00 |
| GROSS TRADE-IN ALLOWANCE | $0.00 |
| TRADE DIFFERENCE | $65,106.00 |
| SERVICE & DOCUMENTATION FEE | $0.00 |
| TAXABLE AMOUNT | $65,106.00 |
| SALES TAX 0% | $0.00 |
| TAG & TITLE FEE | $0.00 |
| GA WARRANTY RIGHTS FEE (NEW ONLY) | $0.00 |
| PRICE INCLUDING TAX & FEES | $65,106.00 |
| BALANCE OWED ON TRADE(S) | $0.00 |
| TOTAL PURCHASE PRICE W/TRADES | $65,106.00 |
| REBATE(S) ASSIGNED TO DEALER | $0.00 |
| DEPOSIT RECEIPT # _____ | $0.00 |
| CASH DOWN RECEIPT $ _____ | $0.00 |
| SERVICE CONTRACT | $0.00 |
| GAP | |
| | |
| UNPAID BALANCE | |
| NET DUE UPON DEL CASH/CHECK CONTRACT | $65,106.00 |

# Akins

# BUYER'S ORDER / INVOICE / BILL OF SALE

Ford · DODGE · CHRYSLER · Jeep

P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

## CUSTOMER INFORMATION FOR TITLE PURPOSES

| | | | | | |
|---|---|---|---|---|---|
| NAME(S) FIRST, MIDDLE, LAST OR BUSINESS: HALL COUNTY BOARD OF COMMISSIONERS | | | | SALESPERSON | PROSPECT # |
| | | | | STOCK NUMBER: SEC51587 | DATE: 05/16/25 |
| | | | | TYPE - R.F.W.T.L. | FLEET# |
| STREET ADDRESS | CITY | COUNTY | STATE: GA | ZIP CODE | |
| MAILING ADDRESS | CITY | COUNTY | STATE | ZIP CODE | |
| HOME PHONE | CELL OR PAGER # | OFFICE OR WORK PHONE | E-MAIL ADDRESS | | |

## PRIMARY PURCHASER INFORMATION

| SOCIAL SECURITY | DRIVER'S LICENSE # | DATE OF BIRTH | NAD # |
|---|---|---|---|
| | | | |

## VEHICLE PURCHASED

| TYPE | YEAR | MAKE | MODEL | BODY |
|---|---|---|---|---|
| NEW | 2025 | FORD | F250 | XL SERVICE BODY |

| CYLINDERS | TRANSMISSION | FUEL | COLOR | TRIM | VIN |
|---|---|---|---|---|---|
| | AUTO | UNL | WHITE | VINYL | 1FD7X2BAXSEC51587 |

| KEY CODE | OTHER | ODOMETER |
|---|---|---|
| | | |

## TRADE-IN #1

| YEAR | MAKE | VIN | |
|---|---|---|---|
| | | | |
| MODEL | STOCK NUMBER | ODOMETER | TRADE ALLOWANCE $ |
| | | | |
| PAYOFF AMOUNT | GOOD UNTIL | ACCOUNT NUMBER | |
| | | | |
| PAYOFF OWED TO | | PHONE NUMBER | QUOTED BY |
| | | | |
| ADDRESS | | CITY | STATE / ZIP CODE |
| | | | |

## TRADE-IN #2

| YEAR | MAKE | VIN | |
|---|---|---|---|
| | | | |
| MODEL | STOCK NUMBER | ODOMETER | TRADE ALLOWANCE $ |
| | | | |
| PAYOFF AMOUNT | GOOD UNTIL | ACCOUNT NUMBER | |
| | | | |
| PAYOFF OWED TO | | PHONE NUMBER | QUOTED BY |
| | | | |
| ADDRESS | | CITY | STATE / ZIP CODE |
| | | | |

## LIEN HOLDER

| PURCHASED VEHICLE LIEN HOLDER | | LIEN HOLDER CODE | |
|---|---|---|---|
| | | | |
| ADDRESS | CITY | STATE | ZIP CODE |
| | | | |

## INSURANCE

| COMPANY | POLICY NUMBER |
|---|---|
| | |
| AGENT | PHONE |
| | |
| ADDRESS | CITY / STATE / ZIP CODE |
| | |

Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.

PURCHASER'S SIGNATURE _____ DATE _____ ACCEPTED BY: _____ DEALER OR HIS AUTHORIZED REPRESENTATIVE

CO-PURCHASER'S SIGNATURE _____ DATE _____

| | |
|---|---|
| BASE PRICE | $64,078.00 |
| STEP BARS | $1,110.74 |
| | |
| | |
| TOTAL PRICE INCLUDING DEALER OPTIONS | $65,188.74 |
| ADJUSTED PRICE INCL DISCOUNT(S) | $65,188.74 |
| GROSS TRADE-IN ALLOWANCE | $0.00 |
| TRADE DIFFERENCE | $65,188.74 |
| SERVICE & DOCUMENTATION FEE | $0.00 |
| TAXABLE AMOUNT | $65,188.74 |
| SALES TAX 0% | $0.00 |
| TAG & TITLE FEE | $0.00 |
| GA WARRANTY RIGHTS FEE (NEW ONLY) | $0.00 |
| PRICE INCLUDING TAX & FEES | $65,188.74 |
| BALANCE OWED ON TRADE(S) | $0.00 |
| TOTAL PURCHASE PRICE W/TRADES | $65,188.74 |
| REBATE(S) ASSIGNED TO DEALER | $0.00 |
| DEPOSIT RECEIPT # _____ | $0.00 |
| CASH DOWN RECEIPT $ _____ | $0.00 |
| SERVICE CONTRACT | $0.00 |
| GAP | |
| | |
| UNPAID BALANCE | |
| NET DUE UPON DEL CASH/CHECK CONTRACT | $65,188.74 |

Loganville Ford will continue to operate all departments under adjusted hours during this challenging time in an effort to provide for our Community and their needs. Extra efforts to clean, sanitize and disinfect are in place to protect all employees, customers and visitors to our facilities. Thank you for your support.



# 2024 Ford F-250 Super Cab 4x4 CM Truck Beds Service Truck

Stock #REF08291

Photos may be stock images.

See All 38 Photos

Photos may be stock images.

Share | Save | Print

**Price** $70,440

Price excludes tax, tag, title and Warranty Rights Act fees. Price includes $399 doc fee and $119 electronic filing fee for Fleet customers with FIN Codes only. $799 doc fee and $119 electronic filing fee for non-fleet customers. Dealer retains all rebates and incentives. New vehicle savings may require qualifying trade-in and financing with FMCC. See dealer for details.

Although every reasonable effort has been made to ensure the accuracy of the information contained on this site, absolute accuracy cannot be guaranteed. This site, and all information and materials appearing on it, are presented to the user "as is" without warranty of any kind, either express or implied. All vehicles are subject to prior sale. Vehicles shown at different locations are not currently in our inventory (Not in Stock) but can be made available to you at our location within a reasonable date from the time of your request.

**I'm Interested!**

**Vehicle available NOW in Loganville, GA.**

**Fleet Pricing available with a Fleet Identification Number (FIN). Call for details. (770) 800-8496**

Window Sticker

CM Truck Beds SB Model

Watch Video

## Vehicle Notes

Thank you for choosing Loganville Ford, this OXFORD WHITE 2024 Ford Super Duty F-250 SRWXL is a great choice! Checkout the following: City0/HWY 0<h4>...

Read More...

## Chassis Details

| | |
|---|---|
| Stock Number | REF08291 |
| Stock Type | New |
| Year | 2024 |
| Make | Ford |
| Model | F-250 |
| Class | 2 |
| Drivetrain | 4x4 |

## Body Details

Manufacturer: CM TRUCK BEDS

| | |
|---|---|
| Body Type | Service Truck |
| Body Line | SB Model |
| Body Model | SB Body |
| Body Material | Steel |
| Body Length | 98" |

.oganville Ford will continue to operate all departments under adjusted hours during this challenging time in an effort to provide for our Community and their needs. Extra efforts to clean, sanitize and disinfect are in ɔlace to protect all employees, customers and visitors to our facilities. Thank you for your support.

# )24 Ford F-250 Super Cab 4x4 CM Truck Beds Service Truck

ɔck #REF08291

tos may be stock images.

Photos may be stock images.

Window Sticker

CM Truck Beds SB Model

Watch Video

Share | Save | Print

## hicle Notes

ank you for choosing Loganville Ford, this OXFORD WHITE 2024 'd Super Duty F-250 SRWXL is a great choice! Checkout the owing: City0/HWY 0<h4>...

ad More...

## ıassis Details

| | |
|---|---|
| ock Number | REF08291 |
| ock Type | New |
| ar | 2024 |
| ake | Ford |
| odel | F-250 |
| ass | 2 |
| ivetrain | 4x4 |
| ab Type | Super |
| ehicle Trim | XL |
| ehicle VIN | 1FD7X2BA1REF08291 |
| terior Color | SLATE VINYL |
| terior Color Description | OXFORD WHITE |
| ıgine Cylinder Count | 8 |
| ıgine | 8 Cylinder Engine |
| ansmission Type | Automatic |
| ıel Type | Gasoline |
| ıgine Make | Ford |
| ıgine Size (L) | 6.8 |
| ake Type | Hydraulic |

## hicle Options

Engine: 6.8L 2V DEVCT NA PFI V8 Gas -inc: Flex fuel
3.73 Axle Ratio
GVWR: 10,000 lb Payload Package
50-State Emissions System
View All

## Body Details

Manufacturer: CM TRUCK BEDS

| | |
|---|---|
| Body Type | Service Truck |
| Body Line | SB Model |
| Body Model | SB Body |
| Body Material | Steel |
| Body Length | 96" |
| Lighting Type | LED |
| Lighting Location | Exterior |
| Camera Description | Factory Backup Camera |
| Alarm Type | Back Up |
| Alarm Description | 97 dB |
| Compartment Description | V Compartment Configuration |
| Bumper Type | Recessed |
| Liner Description | Liner in Cargo Area |

## SB Model Features

CM's welded aluminum service body maximizes payload and resists the corrosion that most commercial customers want to prevent in their work trucks. Our wide variety of options allows our fleet and commercial customers to have a body that fits their needs.

CM TRUCK BEDS®

## Price

Price excludes tax, tag, title and Warranty Rights Act fees. Price includes $399 doc fee and $119 electr
$799 doc fee and $119 electronic filing fee for non-fleet customers. Dealer retains all rebates and incer
in and financing with FMCC. See dealer for detai

Although every reasonable effort has been made to ensure the accuracy of the information containe
This site, and all information and materials appearing on it, are presented to the user "as is" without wa
are subject to prior sale. Vehicles shown at different locations are not currently in our inventory (Not in
within a reasonable date from the time of your req

**Vehicle available NOW in Loganvill**

**Fleet Pricing available with a Fleet Identification Number (FIN**

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 321/2025

**SUBJECT:** Approve the renewal of the annual contract for RFQ #44-005 Demand Services for On-Call Right of Way Services for Public Works & Utilities to Atlas Technical Consultants, LLC of Duluth, GA, BM&K, PC of Braselton, GA, Croy Engineering, LLC of Marietta, GA, Johnson, Mirmiran & Thompson, Inc. of Cumming, GA and THC, Inc of Duluth, GA. The estimated annual cost is $468,572.00.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the renewal of the annual contract for RFQ #44-005 Demand Services for On-Call Right of Way Services for Public Works & Utilities to Atlas Technical Consultants, LLC of Duluth, GA, BM&K, PC of Braselton, GA, Croy Engineering, LLC of Marietta, GA, Johnson, Mirmiran & Thompson, Inc. of Cumming, GA and THC, Inc of Duluth, GA. The estimated annual cost is $468,572.00.

**History:**

**Facts and Issues:**
This is year three (3) of a possible five (5) year contract.

There are no price increases requested by any vendor for FY 2026.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 468,572.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |

**Has it been reviewed by the County Attorney?** Yes
**Is there a deadline for this item?** 2025-06-30

**Approvals:**

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

**Attachments:**
Financial Supplement
Contract Signature Request
Renewal Contract - THC
Renewal Contract - Johnson, Mirmiran & Thompson
Renewal Contract - Croy Engineering
Renewal Contract - BM&K
Renewal Contract - Atlas

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 321/2025

**Funds Requested:** $ 468,572.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 521000-PROFESSIONAL SERVICES | $468,572.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770-531-6800

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT RENEWAL SIGNATURE REQUEST


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**


Date: May 16, 2025

To: David Gibbs, Chairman, BOC

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contract renewals:

Bid/Contract Number: 44-005-2

Bid/Contract Name: Demand Services for On-Call Right of Way Servies

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Atlas Technical Consultants, LLC; BM&K, PC; Croy Engineering, LLC.; Johnson, Mirmiran & Thompson, Inc.; THC, Inc

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $459,383

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount:$468,571.16

☐ Product Contract Estimated Amount:

Comment:

This is for year three (3) of a possible five (5) year contract. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

May 2, 2025

THC, Inc
3300 Breckinridge Blvd, Suite 200
Duluth, GA 30096
Attn: Joe Carroll
President
Email: jcarroll@thcinc.net
Ph: (678) 735-5190

Subject: 44-005 Demand Services for On-Call Right of Way Services

Dear Joe,

Please find attached Contract Renewal #2, extending the contract for year three (3) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by May 9, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-005-2

# Contract Renewal #1
for
Year Three (3) of Five (5)

Title: 44-005 Demand Services for On-Call Right of Way Services
Date: May 2, 2025

**WHEREAS** Contract #44-005 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and THC, Inc of 3300 Breckinridge Blvd, Suite 200, Duluth, GA 30096 until June 30, 2026; and

**WHEREAS** the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-005 dated June 21, 2023; and

**WHEREAS** the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

**WHEREAS** with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

**THEREFORE,** with the above change to the original contract set forth herein, the Parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both Parties.

State of Georgia
County of Hall

Contract # 44-004-2

Attachment A

#44-005 Demand Services for On-Call Right of Way Services

**WHEREAS** the Contractor and the County have agreed to a change in the contract prices and have recorded them below and have both agreed to their rates. The prices associated with this contract are hereby changed upon approval of the County:

[Signature Page Follows]

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**THC, Inc.**

By: Joe A Carroll

Print Name: Joe A. Carroll

Title: President

Sworn to and subscribed before me this

5th day of May, 2025.

Notary Public: Keri A Miller

Notary commission expires: 4/5/29

[Locus Sigilli – Seal or Stamp]

KERI L MILLER
NOTARY PUBLIC
My Commission Expires
04-05-2029
GWINNETT COUNTY, GEORGIA

**Hall County, Georgia**

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

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

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t. 770.535.8270 | f. 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

May 2, 2025

Johnson, Mirmiran & Thompson, Inc
40 Wright Ave
Hunt Valley, MD 21030
Attn: Wrenn Barrett
Vice President
Email: ewbarrett@jmt.com
Ph: (770) 627-3590

Subject: 44-005 Demand Services for On-Call Right of Way Services

Dear Wrenn,

Please find attached Contract Renewal #2, extending the contract for year three (3) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by May 9, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-005-2

# Contract Renewal #1
for
Year Three (3) of Five (5)

Title: 44-005 Demand Services for On-Call Right of Way Services
Date: May 2, 2025

**WHEREAS** Contract #44-005 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Johnson, Mirmiran & Thopson, Inc of 40 Wright Ave, Hunt Valley, MD 21030 until June 30, 2026; and

**WHEREAS** the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-005 dated June 21, 2023; and

**WHEREAS** the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

**WHEREAS** with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

**THEREFORE,** with the above change to the original contract set forth herein, the Parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both Parties.

State of Georgia
County of Hall

Contract # 44-004-2

Attachment A

#44-005 Demand Services for On-Call Right of Way Services

**WHEREAS** the Contractor and the County have agreed to a change in the contract prices and have recorded them below and have both agreed to their rates. The prices associated with this contract are hereby changed upon approval of the County:

[Signature Page Follows]

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**Johnson, Mirmiran & Thompson, Inc.**

By: David Millen Digitally signed by David Millen Date: 2025.05.05 07:24:52 -04'00'

Print Name: David B. Millen

Title: Vice President

Sworn to and subscribed before me this

5th day of May, 2025.

Notary Public: Keith E Deyton

Notary commission expires: 1-4-2028

[Locus Sigilli – Seal or Stamp]

KEITH E DEYTON NOTARY PUBLIC EXP. JAN. 04, 2028 HABERSHAM COUNTY, GA

**Hall County, Georgia**

By: _____

David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

May 2, 2025

Croy Engineering, LLC
200 Cobb Parkway North, Suite 413
Marietta, GA 30062
Attn: Gregory Teague
Chief Executive Officer
Email: gteague@croyeng.com
Ph: (770) 971-5407

Subject: 44-005 Demand Services for On-Call Right of Way Services

Dear Gregory,

Please find attached Contract Renewal #2, extending the contract for year three (3) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by May 9, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-005-2

# Contract Renewal #1
for
Year Three (3) of Five (5)

Title: 44-005 Demand Services for On-Call Right of Way Services
Date: May 2, 2025

**WHEREAS** Contract #44-005 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Croy Engineering, LLC of 200 Cobb Parkway North, Suite 413, Marietta, GA 30062 until June 30, 2026; and

**WHEREAS** the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-005 dated June 21, 2023; and

**WHEREAS** the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

**WHEREAS** with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

**THEREFORE,** with the above change to the original contract set forth herein, the Parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both Parties.

State of Georgia
County of Hall

Contract # 44-004-2

## Attachment A

#44-005 Demand Services for On-Call Right of Way Services

**WHEREAS** the Contractor and the County have agreed to a change in the contract prices and have recorded them below and have both agreed to their rates. The prices associated with this contract are hereby changed upon approval of the County:

### Croy Standard Rate Table as of5/13/2025 9:56:15 AM

| Billing Title | Billing Rate | Billing Title | Billing Rate |
|---|---|---|---|
| 1 Man SUE | $180.00 | Project Coordinator 2 | $120.00 |
| 1 Man Survey Crew | $150.00 | Project Manager | $140.00 |
| 2 Man SUE | $250.00 | ROW Agent 1 | $90.00 |
| 2 Man Survey Crew | $225.00 | ROW Agent 2 | $110.00 |
| 3 Man Survey Crew | $250.00 | ROW Agent 3 | $135.00 |
| Administration 1 | $50.00 | ROW Agent 4 | $145.00 |
| Administration 2 | $65.00 | Senior Principal | $350.00 |
| Administration 3 | $85.00 | Senior Professional 1 | $160.00 |
| Administration 4 | $110.00 | Senior Professional 2 | $185.00 |
| CADD 1 | $50.00 | Senior Professional 3 | $200.00 |
| CADD 2 | $55.00 | Senior Professional 4 | $230.00 |
| CADD 3 | $65.00 | Senior Professional 5 | $250.00 |
| CADD 4 | $75.00 | Senior Professional 6 | $275.00 |
| Designer 1 | $100.00 | Senior Professional 7 | $285.00 |
| Designer 2 | $110.00 | Senior Project Manager 1 | $175.00 |
| Designer 3 | $120.00 | Senior Project Manager 2 | $195.00 |
| Engineer/Surveyor 1 | $115.00 | Senior Project Manager 3 | $235.00 |
| Engineer/Surveyor 2 | $135.00 | Survey Crew Member 1 | $120.00 |
| Engineer/Surveyor 3 | $140.00 | Survey Crew Member 2 | $125.00 |
| Engineer/Surveyor 4 | $150.00 | Technician 1 | $80.00 |
| Engineer/Surveyor 5 | $165.00 | Technician 2 | $85.00 |
| Engineer/Surveyor 6 | $225.00 | Technician 3 | $90.00 |
| Engineering/Surveying Manager | $260.00 | Technician 4 | $95.00 |
| Expert Witness | $300.00 | | |
| Field Representative 2 | $100.00 | Local Negotiations | |
| Field Representative 3 | $110.00 | Residential | $2,500/parcel |
| Field Representative 4 | $120.00 | Commercial | $2,700/parcel |
| Field Representative 5 | $130.00 | GDOT Negotiations | |
| Field Representative 6 | $145.00 | Residential | $2,750/parcel |
| Principal | $300.00 | Commercial | $3,000/parcel |
| Project Coordinator 1 | $100.00 | | |

[Signature Page Follows]

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**Croy Engineering, LLC**

By: _____

Print Name: Adam P. Langley

Title: CFO

**Hall County, Georgia**

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

Sworn to and subscribed before me this

13TH day of May, 2025.

Notary Public: _____

Notary commission expires: 02 Mar 27

[Locus Sigilli – Seal or Stamp]

WAYNE O MCGARY
NOTARY PUBLIC
MY COMMISSION EXPIRES
MARCH 02, 2027
COBB COUNTY, GEORGIA

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

May 2, 2025

BM&K, PC
6700 Hwy 53
Braselton, GA 30517
Attn: Mickie McJunkin
Vice President
Email: mickie@bmandkinc.com
Ph: (706) 824-0514, ext. 729

Subject: 44-005 Demand Services for On-Call Right of Way Services

Dear Mickie,

Please find attached Contract Renewal #2, extending the contract for year three (3) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by May 9, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-005-2

# Contract Renewal #1

for

Year Three (3) of Five (5)

Title: 44-005 Demand Services for On-Call Right of Way Services
Date: May 2, 2025

**WHEREAS** Contract #44-005 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and BM&K, PC of 6700 Hwy 53, Braselton, GA 30517 until June 30, 2026; and

**WHEREAS** the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-005 dated June 21, 2023; and

**WHEREAS** the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

**WHEREAS** with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

**THEREFORE**, with the above change to the original contract set forth herein, the Parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both Parties.

State of Georgia
County of Hall

Contract # 44-004-2

Attachment A

#44-005 Demand Services for On-Call Right of Way Services

**WHEREAS** the Contractor and the County have agreed to a change in the contract prices and have recorded them below and have both agreed to their rates. The prices associated with this contract are hereby changed upon approval of the County:

[Signature Page Follows]

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**BM&K, PC**

By: _____

Print Name: Donald Clerici, Jr.

Title: President

Sworn to and subscribed before me this

13 day of May, 2025.

Notary Public: Sharon L Anderson

Notary commission expires: 5-23-2026

[Locus Sigilli / Seal or Stamp]

SHARON L ANDERSON
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
COMMISSION EXPIRES
MAY 23, 2026

**Hall County, Georgia**

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

May 2, 2025

Atlas Technical Consultants LLC
2450 Commerce Ave, Suite 100
Duluth, GA 30096
Attn: Todd Long
Southern States Hub Leader
Email: todd.long@oneatlas.com
Ph: (770) 263-5945

Subject: 44-005 Demand Services for On-Call Right of Way Services

Dear Todd,

Please find attached Contract Renewal #2, extending the contract for year three (3) of possible five (5) year terms, to extend the Contract for one (1) additional year through June 30, 2026.

If you are in agreement with the renewal, please sign, notarize, and return the attached agreement. The County accepts digital signatures. Do not fax documents back. An executed copy will be returned to you upon countersignature by the Hall County Board of Commissioners – after which the County will send you a Notice to Proceed for the renewal.

Please furnish an updated Certificate of Insurance along with a current W-9 form. Additionally, provide a current contact list including name(s), title(s), email address(es), and phone number(s) for your company, if there are any changes.

Please respond by May 9, 2025. Hall County appreciates your cooperation with this process.

Andrew Youngblood, Purchasing Supervisor
Issuing Officer
Hall County, Georgia, Board of Commissioners

State of Georgia
County of Hall

Contract # 44-005-2

# Contract Renewal #1
for
Year Three (3) of Five (5)

Title: 44-005 Demand Services for On-Call Right of Way Services
Date: May 2, 2025

**WHEREAS** Contract #44-005 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Atlas Technical Consultants LLC of 2450 Commerce Ave, Suite 100, Duluth, GA 30096 until June 30, 2026; and

**WHEREAS** the Parties desire to extend the contract period for an additional one (1) year term from July 1, 2025, through June 30, 2026, in accordance with the same Terms and Conditions and pricing of Contract #44-005 dated June 21, 2023; and

**WHEREAS** the Contractor has agreed to this renewal and agrees to provide services previously supplied in accordance with the original agreement; and

**WHEREAS** with both parties agreeing to the renewal as stated and therefore, the above numbered contract is hereby modified as follows:

1. By extending the contract term through June 30, 2026,

2. Allow for price adjustments, if any, as agreed and recorded on Attachment A below,

3. Change Orders: Any and all change orders must be approved by the County's Purchasing Division prior to any additional work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order may be rejected and not compensated.

**THEREFORE,** with the above change to the original contract set forth herein, the Parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both Parties.

State of Georgia
County of Hall

Contract # 44-004-2

Attachment A

#44-005 Demand Services for On-Call Right of Way Services

**WHEREAS** the Contractor and the County have agreed to a change in the contract prices and have recorded them below and have both agreed to their rates. The prices associated with this contract are hereby changed upon approval of the County:

[Signature Page Follows]

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**Atlas Technical Consultants LLC**

By: _____

Print Name: Todd I. Long

Title: South Atlantic Division Lead

Sworn to and subscribed before me this

5th day of May, 2025.

Notary Public: _____

Notary commission expires: 8,15.2026

[Locus Sigilli – Seal or Stamp]

Deborah Moon
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires 8/15/2026

**Hall County, Georgia**

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

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
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# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 268/2025

**SUBJECT:** Approve the renewal of annual contract for IFB #018-44 Pavement Marking Installation and Removal Services for Public Works & Utilities to Peek Pavement Marking, LLC of Columbus, GA. The estimated annual cost is $189,573.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the renewal of annual contract for IFB #018-44 Pavement Marking Installation and Removal Services for Public Works & Utilities to Peek Pavement Marking, LLC of Columbus, GA. The estimated annual cost is $189,573.00.

**History:**

Peek Pavement Marking, LLC is the longstanding vendor on this contract through multiple contract cycles and is in good standing with the County.

**Facts and Issues:**
Year three (3) of a possible three (3) year contract.

There are no price increases for FY 2026.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 189,573.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | SPLOST VIII |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-07-01 |

**Approvals:**

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

**Attachments:**

Financial Supplement
Contract

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 268/2025

**Funds Requested:** $ 189,573.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

SPLOST VIII

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 324-SPLOST VIII | 4270-TRAFFIC ENGINEERING | 541400-INFRASTRUCTURE | $189,573.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770-531-6800

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

HALL COUNTY
GEORGIA
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## CONTRACT EXECUTION SIGNATURE REQUEST


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**


Date: April 30, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 018-44-2

Bid/Contract Name: Pavement Marking Installation & Removal Services Annual Contract

Department(s) Requesting Contract: Public Works

Award Recipient Name: Peek Pavement Marking, LLC

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $185,856

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: $189,573

☐ Product Contract Estimated Amount: $0

Comment:

Year three (3) of a three (3) year contract.
Peek Pavement Marking LLC is the current contract holder and is a vendor in good standing with the County. There are no requested price increases for FY 2026.
The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

State of Georgia
County of Hall

Contract #018-44-2

Contract Renewal #2

Pavement Marking Installation & Removal Services Annual Contract

March 20, 2025

**Whereas**, the County desires to Renew the Contract period for a one-year period through June 30, 2026, in accordance with the terms and conditions of Bid #018-44, Pavement Marking Installation & Removal Services Annual Contract for dated May 18, 2023; and

**Whereas**, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas**, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2026,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

**Therefore**, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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

**PEEK PAVEMENT MARKING, LLC**

By: _____
Print Name: Andy Holland
Title: Estimator

**HALL COUNTY, GEORGIA**

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

Sworn to and subscribed before me this
25th Day of March, 2025

Notary Public: Rhonda Brown

Notary commission expires: 11-12-2027

RHONDA BROWN NOTARY PUBLIC TAYLOR COUNTY, GEORGIA MY COMMISSION EXPIRES 11/12/2027

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA We have it all in Hall

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 299/2025

**SUBJECT:** Approve the renewal of Contract #088-23 Groundwater/Surface Water Monitoring for Public Works to Advanced Environmental Management, Inc. of Cumming, GA in the estimated amount of $110,160.00.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**
Approve the renewal of Contract #088-23 Groundwater/Surface Water Monitoring for Public Works to Advanced Environmental Management, Inc. of Cumming, GA in the estimated amount of $110,160.00.

**History:**
Advanced Enviromental has been providing Groundwater/Surface Water Monitoring since 1997 and is in good standing with the County

**Facts and Issues:**
Year three (3) of a five (5) year contract.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 110,160.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Solid Waste Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-05-19 |

**Approvals:**

| Submit | Approve | Purchasing | Budget |
|---|---|---|---|
| WK | WK | AP | JM |

| Submit | Approve | Purchasing | Budget |
|---|---|---|---|

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

**Attachments:**

Financial Supplement
Contract Renewal

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 299/2025

**Funds Requested:** $ 110,160.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Solid Waste Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 540-SOLID WASTE FUND | 4530-LANDFILL | 521000-PROFESSIONAL SERVICES | $110,160.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BK

**Phone:** 770-329-0863

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GEORGIA
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GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: May 9, 2025

To: David Gibbs, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: Single Source Contract #088-23

Bid/Contract Name: Groundwater/Surface Water Monitoring Renewal

Department(s) Requesting Contract: Public Works

Award Recipient Name: Advanced Environmental Management, Inc.

Contract Description:

☐ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $ 108,000

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount: $110,160

☐ Product Contract Estimated Amount:

Comment:

Year three (3) of five (5). The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

State of Georgia
County of Hall

Contract #088-23

Contract Renewal

Year 3 of 5

**Contract #088-23 Groundwater/Surface Water Monitoring Renewal.**

**Whereas**, Contract #088-23 between Hall County, Georgia, (herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504, and Advanced Environmental Management, Inc. (herein "Contractor") located at 3482 Keith Bridge Road, #137, Cumming, GA 30041 (herein "Parties") is in effect, and

**Whereas**, the Parties desire to renew the contract period for an additional one (1) year term, extending from July 1, 2025 through June 30, 2026, and

**Whereas,** Contractor thereby agrees to provide the same services and/or materials as previously supplied in accordance with the original contract Scope of Work and pricing as shown on Attachment A – Pricing for FY 2026; and

**Whereas,** current service locations and/or services remain as is, and additional services may be added to the contract upon mutual consent via Amendment and Change Order to an existing Purchase Order,

**Therefore**, with the above modification to the original contract set forth herein, the Parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties,

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seals on the day, month, and year written below.

**Advanced Environmental Management, Inc.**

By: Patrick M Gagen

Print Name: Patrick M Gagen

Title: President

Sworn to and subscribed before me this;

5th Day of May, 2025.

Notary Public: Teresa T. Gagen

Notary commission expires: 2/11/2027

TERESA T GAGEN NOTARY PUBLIC FORSYTH COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 11, 2027

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman

Date: _____

**APPROVED AS TO FORM**

Nathaniel R. Anderson,
Senior Assistant County Attorney

APPROVED AS TO FORM

Senior Assistant County Attorney

HALL COUNTY
GEORGIA

# Sole Source/Brand and Single Source Justification

## Request Submitted By

| | |
|---|---|
| **Name:** | William King |
| **Job Title:** | Assistant Director of Public Works & Utilities |
| **Department:** | Public Works & Utilities |
| **E-Mail Address:** | wking@hallcounty.org |
| **Date of Request:** | 05/06/2025 |

## Request Details

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

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

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

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

Hall County Solid Waste is requesting to maintain continuity of service by continuing to work with AEM for environmental monitoring, including but not limited to methane emissions and groundwater because of the company's intimate knowledge of the the Hall County landfills and past reliable performance.

**Desired Supplier Name:** AEM - Advanced Environmental Management, Inc.

**Desired Supplier Email:** Danny Ritchie <dritchie@aem-ga.com>

**Desired Supplier Phone Number:** (770) 242-8282

## Scope of Work

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

Services provided shall be environmental monitoring including but not limited to methane emissions and groundwater.

Contact:

Daniel D. Ritchie, P.E.
Principal Engineer
Advanced Environmental Management, Inc.
3482 Keith Bridge Road #137
Cumming, Georgia 30041
(W) (770) 242-8282
(C) (678) 463-7360

## Justifying a Sole Source/Brand

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

Renewing services with Advanced Environmental Management, Inc. will allow Hall County Solid Waste to maintain continuity of service methane and groundwater monitoring.

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

Hall County Solid Waste is requesting to maintain its relationship with Advanced Environmental Management, Inc. because they have a detailed knowledge of the Hall County facilities.

## Justifying a Single Source

| Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required. |
| --- |
| Hall County Solid Waste is requesting to maintain its relationship with Advanced Environmental Management, Inc. so they may continue to reliably perform our environmental monitoring as required by the environmental protection division. |

# Attachment A – Pricing for FY 2026

## Groundwater/Surface Water Monitoring Contract #088-23

**Vendor: #10226**
**Advanced Environmental Management, Inc.**
**3482 Keith Bridge Road, # 137**
**Cumming, Georgia 30041**
**Phone: (770) 242-8282**
**Contact: Patrick M. Gagen**
**Darrell L. Webb Email: dlw@aem-ga.com**

### II. Cost Data: (unit prices) for FY 2026

| Description | Cost Data |
|---|---|
| 1. Initial project setup including scope definition and database preparation | Bid Amount: $ 55.00 hr. Hourly Rate |
| 2. Cost per monitoring well with groundwater sample collection, including mobilization, equipment cost, disposal of purge water. | Bid Amount: $ 31.50 Per Sample |
| 3. Cost for each surface water monitoring point with surface water sample collection, including mobilization and equipment cost | Bid Amount: $ 12.00 Per Sample |
| 4. Appendix I metals analyses | Bid Amount: $ 75.00 Per Sample |
| 5. Appendix I volatiles' analyses | Bid Amount: $ 75.00 Per Sample |
| 6. Appendix II metals analyses | Bid Amount: $ 138.00 Per Sample |
| 7. Appendix II volatiles analyses | Bid Amount: $ 108.00 Per Sample |
| 8. Method 8011 for EPD and DBCP | Bid Amount: $ 57.60 Per Sample |
| 9. Chloride analysis | Bid Amount: $ 16.80 Per Sample |
| 10. Nitrate as nitrogen analysis | Bid Amount: $ 30.00 Per Sample |
| 11. Sulfate analysis | Bid Amount: $ 24.00 Per Sample |
| 12. Sulfide analysis | Bid Amount: $ 18.00 Per Sample |
| 13. Field blank preparation and analysis Appendix I VOC's | Bid Amount: $ 150.00 Per Blank |
| 14. Field blank preparation and analysis Appendix II VOC's | Bid Amount: $ 108.00 Per Blank |

15. Report preparation and submittal cost — Bid Amount: $ 950.00 Per Event
This includes all appropriate submittal to EPD and to the County in EPD approved format, potentiometric maps, statistics, and electronic format of the data to be given to Hall County annually

**By Bid # 164-97 dated May 22, 1997, the following are added:**

01. Cost to perform sampling of all wells and surface water points. This cost includes but is not limited to: mobilization on site, purging of wells, taking sample, analyzing field-run parameters, properly completing field data sheets, transportation to and from site, transporting of samples to approved laboratory, and properly completing chain of custody forms
Quantity required is (4) four. — Bid Amount: $ 300.00

02. Cost to analyze one complete set of samples from one groundwater/surface water monitoring event and provide report.
This cost includes but is not limited to: laboratory analysis of one set of samples as per specifications/D&O Plans, providing all appropriate lab reports showing showing field-run and lab-run test results, SWM-23 form, all appropriate statistical analysis reports, potentiometric maps, and any other reports as described in the specifications/D&O plan. All reports will follow EPD regulations and will be properly certified as described in the specifications.
Quantity required is (4) four. — Bid Amount: $ 1,695.09

04. Cost to perform sampling and analysis on one groundwater well in the event of a re-test. This cost includes but is not limited to: mobilization on site, purging of well, taking sample, analyzing field-run and lab-run parameters, properly completing field data sheets, transportation to and from site, transporting of samples to approved laboratory, properly completing chain of custody forms, and providing to Hall County all necessary reports as described in the specifications and D&O plans. — Bid Amount: $ 295.00 Cost per one GWWell

05. Cost to perform sampling and analysis of one Surface water point in the event of a re-test. This cost includes but is not limited to: water point mobilization on site, taking sample, analyzing field-run and lab-run parameters, properly completing field data sheets, transportation to and from site, transporting of samples to approved laboratory, properly completing chain of custody forms, and providing to Hall County all necessary reports as described in the specifications and D&O plans. — Bid Amount: $ 295.00 Cost per one GWWell

**By Amendment dated January 10, 2003, the following are added:**

16. Semi-Volatiles Analysis Appendix II — Bid Amount: $ 210.00 Per Event

17. Pesticides/PCB's Analysis Appendix II — Bid Amount: $ 120.00 Per Event

18. Herbicides Appendix II — Bid Amount: $ 1138.00 Per Event

19. Cyanide Analysis Appendix II — Bid Amount: $ 24.00 Per Event

20. Full Analysis Appendix II — Bid Amount: $ 813.60 Per Event

**By Memorandum dated January 28, 2003, the following are added for Tier II Testing:**

21. Soil probe rig — Bid Amount: $1,560.00 Per Day

22. Rentals — Bid Amount: $ 230.00 Per Each

23. Sample van — Bid Amount: $ 100.00 Per Day

24. Tier II sample train — Bid Amount: $ 100.00 Per Sample

25. Tier II methods 25C/3C — Bid Amount: $ 480.00 Per Sample

26. Field Engineer / Scientist — Bid Amount: $ 50.00 Per Hour

27. Registered Environmental Manager — Bid Amount: $ 75.00 Per Hour

**By Bid 164-99, the following are:**

28. Annual Groundwater Monitoring Event — Bid Amount: $ 215.00 Per Well

29. Annual Surface Water Monitoring Event — Bid Amount: $ 295.00 Per PT

30. Background Monitoring Event — Bid Amount: $ 2,000.00 Per Event

31. Quarterly Leachate Monitoring Event — Bid Amount: $ 975.00 Per Event

Additional needed parameters as per letter dated May 15, 2014 — Bid Amount: $ 250.00 Per Event

32. Annual Leachate Monitoring Event — Bid Amount: $ 160.00 Per Event

33. Monthly Permeate Monitoring Event — Bid Amount: $ 365.00 Per Event

34. Quarterly Permeate Monitoring Event — Bid Amount: $ 60.00 Per Event

35. Annual Permeate Monitoring Event — Bid Amount: $ 1,030.00 Per Event add Monthly and Quarterly to the above $1,030.00

**By E-Mail dated 7-27-2005, the following are added for the Candler Road Landfill groundwater wells:**

36. Principal Engineer/Geologist — Bid Amount: $ 95.00 Per Hour

37. Project Engineer/Geologist — Bid Amount: $ 75.00 Per Hour

38. Field Engineer/Geologist — Bid Amount: $ 65.00 Per Hour

39. Administrative — Bid Amount: $ 45.00 Per Hour

**By Memorandum dated October 21, 2005, the following are added due to methane gas migration emergency on the Allen Creek Landfill site:**

40. 2" Methane Well (No Samples) Estimated 100 Feet — Bid Amount: $ 17.00 Per Foot

41. 4' x 4' Pad w/Stand UP M.H. Estimated 4 each — Bid Amount: $ 325.00 Per Each

42. Steam Cleaning Estimated 1 hour — Bid Amount: $ 85.00 Per Hour

43. Difficult Moving — Bid Amount: $ 155.00 Per Hour

**By Memorandum dated October 9, 2006, the following is added in the Appendix I Metals for the Allen Creek Landfill site:**

44. Field Filtering Dissolved Metals — Bid Amount: $ 25.00 Per Sample

**By E-Mail dated 10-24-2011, the following are added for Monitor Well Installations:**

45. Mobilization / Demobilization — Bid Amount: $ 632.50 Per Event

46. Drill and Install 2" PVC — Bid Amount: $ 34.50 Per Foot

47. Standard Test Boring — Bid Amount: $ 13.80 Per Foot

48. Well Abandonment — Bid Amount: $ 4.60 Per Foot

49. Drill and Install 4" Casing — Bid Amount: $ 51.75 Per Foot

50. Setup 3.625" Air Hammer — Bid Amount: $ 225.00 Per Event

51. Drill 3.625" Air Hammer — Bid Amount: $ 37.95 Per Foot

52. Install 2" in cored hole / Place 2" PVC in Cored Hole — Bid Amount: $ 14.95 Per Foot

53. 6' x 6' pad with wellheads / 6' x 6' w / 6" Stand Up MH — Bid Amount: $ 632.50 Per Pad

54. Transport Water (if required) — Bid Amount: $ 166.75 Per Hour

**By Permit # 069-015D (MSWL) dated 11-13-2011, the following are added for Landfill Gas Testing:**

55. Subcontract Drilling — Bid Amount: $ 2,750.00 Per Day

56. Equipment Rental and Supplies — Bid Amount: $ 1.15 Per Dollar

57. Shipping (estimated) — Bid Amount: $ 1.15 Per Dollar

58. Lab Analyze and Report of Siloxanes — Bid Amount: $ 550.00 Per Sample

59. Lab Analyze and Report of Sulfur — Bid Amount: $ 250.00 Per Sample

60. Lab Analyze and Report of LFG Constituents — Bid Amount: $ 150.00 Per Sample

**By Permit # 069-015D (MSWL) Monitoring Well Installation – GWC-9A & GWC-10A with Dedicated Pump Installation – GWC-9A, GWC-10A, GWC-11, GWC-11R dated 3-2-2012, the following are added for Drilling and Pump Installation:**

61. 4" Outer Casing w / Samples & Grout — Bid Amount: $ 51.75 Per Foot

62. Grout 2" in Outer Casing — Bid Amount: $ 14.95 Per Foot

63. Setup Charge (NQ / Air Rotary) — Bid Amount: $ 230.00 Per Each

64. Travel, Equipment and Supplies — Bid Amount: $ 100.00 Per Day

65. Well Installation Report — Bid Amount: $ 75.00 Per Hour

66. Leachate Analysis — Bid Amount: $ 485.00 x 1.10 Per Sample

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 351/2025

**SUBJECT:** Approve Change Order #1 to Task Order #2025-006 under RFP/Q #42-002 Demand Services for Resurfacing, Paving, and Full Depth Reclamation for the FY 2025 resurfacing program to Allied Paving Contractors, Inc. of Pendergrass, GA, in the amount of $1,619,967.15.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**
Approve Change Order #1 to Task Order #2025-006 under RFP/Q #42-002 Demand Services for Resurfacing, Paving, and Full Depth Reclamation for the FY 2025 resurfacing program to Allied Paving Contractors, Inc. of Pendergrass, GA, in the amount of $1,619,967.15.

**History:**
Task Order #2025-006 stems from Contract #42-002 Demand Services for Resurfacing, Paving, and Full Depth Reclamation.

This task order was awarded to Allied in July 2024 by the BOC.

Allied Paving is a current vendor for Hall County and has been for several years. They are in very good standing within the County.

**Facts and Issues:**
The change order is to Resurface and Full Depth Reclamation of Cagle Road that is outside the scope of the RFQ/P #45-001 Cagle Road Improvements. This will provide for improvements to made to the entire Cagle Road between White Sulphur Road and SR365 including widening 2' on each side of Cagle Road.

The task order is associated with the annual resurfacing program. The funding source is LMIG.

**Options:**

**Funding Requested** $ 1,619,967.15

| | |
|---|---|
| **Are funds within current budget?** | Yes |
| **Source of Funds** | State Road Grant Fund |
| **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?** | 2025-06-24 |

**Approvals:**

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

**Attachments:**

Financial Supplement
Cagle Road/White Sulphur (Section)

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 351/2025

**Funds Requested:** $ 1,619,967.15

**Request Budgeted:** Yes

**Proposed Source of Funding:**

State Road Grant Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 221-STATE ROAD GRANT FUND | 4971-ENGINEERING | 541400-INFRASTRUCTURE | $1,619,967.15 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BC

**Phone:** 770-531-6800

P. O. Box 509
Pendergrass, GA 30567
(706) 693-4042 (706) 693-4052 Fax

# Change Order Request

April 17, 2025

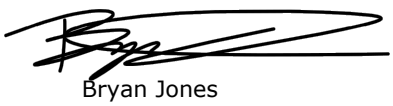
RE: Cagle Road

| Item | Description | QTY | Units | Unit Price | Total |
|---|---|---|---|---|---|
| | **Cagle Rd** | | | | |
| 1 | Traffic Control | 1 | LS | $55,000.00 | $55,000.00 |
| 2 | Var Depth Mill | 19,625 | SY | $2.75 | $53,968.75 |
| 3 | 1.5" 12.5mm | 1,945 | TN | $135.00 | $262,575.00 |
| 3 | 1.5" 9.5mm TP2 | 1,945 | TN | $140.00 | $272,300.00 |
| 4 | Tack | 1,200 | GL | $4.50 | $5,400.00 |
| 5 | FDR | 23,550 | TN | $15.50 | $365,025.00 |
| 7 | Thermo Solid Traf Stripe, 5" White | 3.35 | LM | $3,250.00 | $10,887.50 |
| 8 | Thermo Solid Traf Stripe, 5" Yellow | 3.35 | LM | $2,875.00 | $9,631.25 |
| 9 | Alt. 1 Patching | 1,250 | TN | $161.50 | $201,875.00 |
| 10 | Alt. 1 Patching Traffic Control | 1 | LS | $10,090.00 | $10,090.00 |
| | **White Sulphur Section** | | | | |
| 11 | Traffic Control | 1 | LS | $19,500.00 | $19,500.00 |
| 12 | Var Depth Mill | 7,060 | SY | $2.75 | $19,415.00 |
| 13 | 1.5" 12.5mm | 700 | TN | $135.00 | $94,500.00 |
| 14 | 1.5" 9.5mm TP2 | 700 | TN | $140.00 | $98,000.00 |
| 15 | Tack | 550 | GL | $4.50 | $2,475.00 |
| 16 | FDR | 8,470 | TN | $15.50 | $131,285.00 |
| 17 | Thermo Solid Traf Stripe, 5" White | 1.25 | LM | $3,250.00 | $4,062.50 |
| 18 | Thermo Solid Traf Stripe, 5" Yellow | 1.25 | LM | $2,875.00 | $3,593.75 |
| 19 | Thermo Solid Traf Stripe, 24" White | 36 | LF | $10.65 | $383.40 |
| | **Total Change Order Amount** | | | | $1,619,967.15 |

All other terms and conditions of the original contract will remain in full force.

Thank you for your attention in this matter. Please do not hesitate to call if we may be of further assistance.

Sincerely,



Bryan Jones
Vice President

HALL COUNTY
GEORGIA We have it all in Hall

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 315/2025

**SUBJECT:** Approve the renewal of the Service and Support Agreement for the Landfill Leachate System for Public Works & Utilities to Rochem Americas, Inc. of Hermosa Beach, CA. The estimated annual cost is $299,193.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**
Approve the renewal of the Service and Support Agreement for the Landfill Leachate System for Public Works & Utilities to Rochem Americas, Inc. of Hermosa Beach, CA. The estimated annual cost is $299,193.00.

**History:**

Board approved the Service Agreement on Agenda Item #210/2023 on 05/10/2023. Rochem Americas is a vendor is good standing with the County.

**Facts and Issues:**
Year three (3) of a possible five (5) year contract.

Rochem Americas, Inc. is the US distributor for the Rochem Group and has provided leachate treatment systems worldwide since 1988.

Rochem's modules and elements are the only reverse osmosis modules designed for treating landfill leachate. Rochem's advanced technology is proven to remove organic and inorganic compounds efficiently and economically, with a long membrane and system life. The Rochem technology has been designed specifically for treating landfill leachate.

**Options:**

**Funding Requested** $ 299,193.00

**Are funds within current budget?** Yes

| | |
|---|---|
| **Source of Funds** | Landfill Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-05-26 |

**Approvals:**

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

**Attachments:**
Financial Supplement
Contract Signature Request Cover Sheet
Service Agreement

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 315/2025

**Funds Requested:** $ 299,193.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Landfill Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 540-SOLID WASTE FUND | 4530-LANDFILL | 521000-PROFESSIONAL SERVICES | $299,193.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** NS

**Phone:** 770-531-6851

HALL COUNTY
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 2, 2025

To: David Gibbs, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number:

Bid/Contract Name: Landfill Leachate System Repair Service and Support Agreement

Department(s) Requesting Contract: Public Works

Award Recipient Name: Rochem Americas, Inc.

Contract Description:

☐ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $ 293,327.25

☐ Price Increase Requested Increase Percentage:

☒ Project/Service Contract FY 2026 Estimated Amount: $299,193.00

☐ Product Contract Estimated Amount:

Comment:

Year three (3) of five (5). The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

# Service and Support Agreement

ROCHEM AMERICAS

426 30th St.
Hermosa Beach, CA 90254
Tel +1 (310) 374-0202
rochem@rochemamericas.com
rochemamericas.com

Mr. Nathan Smith
Hall County Solid Waste Superintendent
Hall County, Georgia
1700 Oakbrook Drive
Gainesville, 30507

May 15, 2025

**Landfill Leachate System Repair Service Agreement Renewal**

Customer: Hall County, Georgia

2875 Browns Bridge Rd
Gainesville, 30504

Vendor: Rochem Americas, Inc. (Herein "Vendor")
426 30th Street
Hermosa Beach, CA 90254

## Scope

Vendor will provide quarterly on-site maintenance call and telephone support, with service and training as detailed in this agreement. The on-site maintenance call consists of a number of scheduled visits performed by a Vendor Service Engineer or Technician. These maintenance calls are for ongoing support of the Rochem provided leachate treatment system.

## Services Provided

During each maintenance call, the following activities may be performed:

- Visual inspection of the entire system.
- Basic water analysis (conductivity, pH, temperature);
- Logging of Operating Parameters.
- Scheduled pumps, valves and gauges are supplied with the system.
- Scheduled service of filters (multimedia, cartridge, deacidification).
- Cleaning of membranes (if necessary).
- Inspection of electrical controls, control panels, and components
- Removal and installation of parts requiring replacement service (with customer provided shelf spare parts).
- Instructions to operating staff as required.
- Troubleshooting as required; and

Other services as requested as time allows.

**Performance while on site**

Vendor personnel will adapt, as much as possible, to the working schedule of the customer. All work will be performed in a workman like manner. While on the Customer premises, all Vendor personnel shall comply with applicable Customer rules and procedures and shall work courteously with Customer personnel.

**Standard of Care**

In providing these maintenance calls, Vendor will act in accordance with the highest business and ethical standards and will exercise the same degree of care and provide the same level of quality, responsiveness, and timeliness as would be provided by an independent service company.

**Resources**

Vendor will provide the maintenance either though its own resources, those of its subsidiaries or affiliates, or through contract with other companies. Vendor warrants its personnel have the experience, knowledge, training, and skill required to provide the services.

**Additional Services**

The maintenance calls covered under this service agreement are intended to allow for normal system service and operational support with some limited troubleshooting and operator training as required. Vendor will be pleased to offer other services relating to the system including repair/replacement of pumps, membranes and other components as well as control system troubleshooting and repair. All of these services can be performed on an as needed basis while the technician is on site. If the services requested cannot be performed during the regularly scheduled one-day maintenance call, Customer will be billed for the additional labor and per diem charges. Replacement or additional parts, including but not limited to, pumps, membranes, and other components, shall be additional charges.

**Service Materials**

All materials, cleaners, repair kits, and spares required to properly service the system will be billed to Customer unless provided from Customer stock.

**Service Report**

A detailed Service Report will be provided to the customer after each maintenance call. The report will include:

Services performed.

Inventory of consumables on hand.

Explanation of the condition of the system.
Recommendations, if any, regarding system performance; and
Recommendations, if any, regarding inventory of spares and consumables.

**Maintenance Calls**

This proposal is based on 4 scheduled maintenance calls (one per quarter) during the year of the agreement. Each scheduled maintenance call is based on round trip travel time, per diem and one (1) workday at Customer site. Vendor is not liable for any consequential or incidental damages, including loss of profits, for any service calls provided to Customer.

**Telephone Support**

Vendor will supply a reasonable amount (up to 50 hours per year) of telephone support as part of the base rate for this agreement. There will be no additional billing for this telephone support.

**Service Charges**

The billing for these maintenance calls under this agreement will be based on the current published Rochem Service and Consumable Price List (see the attached price list below). Customer will be advised at least 60 days prior to the modification date of changes to the published price list. The price list will be adjusted every 12 months.

The maintenance call time is based on an 8-hour working day. Each maintenance call will be billed in full-day increments, and at the current daily rate.

Pricing shall be a flat rate fee of $27,700.00 (hereafter "Initial Base Fee") for the four (4) scheduled maintenance calls for this agreement. This fee includes one day of labor, two (2) days of travel time, travel costs, per diem, and other service visit related expenses. The maintenance call will be billed in advance in quarterly installments of $6,925.00. The flat rate fee may be adjusted by mutual agreement for future years when the agreement is renewed.

If a maintenance call requires additional time beyond the base one (1) day, each additional day will be billed, along with the associated per diem charge, after the conclusion of the visit. If a maintenance call requires additional travel costs for the technician coming from another location, the travel costs will be billed in addition to the standard flat rate service fee (see below). Travel and per diem will be billed at cost.

After each maintenance call, an additional invoice may be generated to cover items not covered under the base charge for the service contract. These charges may include, but are not limited to:

- Parts and chemicals used that were not available in the customer stock;
- Additional service days beyond the number included in the base charge; and
- Additional per diem charges.

In case of interruption of delay in the work not due to any fault of Vendor that requires the withdrawal of Vendor personnel, the resulting labor and travel costs will be charged. In case of interruption or delay in the work caused by Vendor that requires withdrawal of Vendor personnel, the resulting labor and travel costs will not be billed to Customer.

All invoices issued under this agreement will be due Net 30 days. I

**Duration of Agreement**

This agreement will begin July 1, 2025 and shall remain in effect for a term of 12 months (hereafter "Initial Service Period"). Upon termination of this Agreement, all invoices and expense reimbursements are due and payable forthwith.

**Jurisdiction and Applicable Law**

In the event of a dispute, including unpaid invoices, Vendor and Customer agree that the proper choice of forum shall be Hall County, State of Georgia and the applicable choice of law shall be Georgia law.

**Severability**

If any provision of this Agreement is found to be unenforceable or invalid, the remaining terms shall still be enforceable. The unenforceability or invalidity of any provision will not affect the enforceability or validity of any other provision of this Agreement.

**Entire Agreement**

This is a fully integrated agreement that contains the entire agreement of the parties. No other agreements, statements, or promises made on or before the effective date of this agreement will be binding on the parties. This Agreement supersedes any and all prior agreements and can only be amended or otherwise modified by means of a separate writing signed by the Parties.

ROCHEM®

## EXECUTION OF SERVICE AGREEMENT

BUYER:
Hall County, Georgia hereby agrees to the terms and conditions of service agreement.

| Name | Title | Date |
|---|---|---|

| Mailing Address | Email |
|---|---|

SELLER:
Rochem Americas, Inc. hereby agrees to the terms and conditions of service agreement.

Bernie Rieder

May 15, 2025

C. Bernard Rieder, General Manager

cc: File
Chip Shaw

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

ROCHEM®

**Rochem Service and Consumable List Prices**

Effective July 1, 2025

Personnel Charges

Standard (Daily) Rate

- Service Manager $1,875.00 / day
- Sr. Technician $1,475.00/ day
- Technician $1250.00/ day
- Sr. Engineer $1,875.00 / day
- Jr. Engineer $1,650.00 / day

Time billed on a daily rate basis with a minimum charge of one full day.

Travel and Subsistence Expenses

Airfare, meals, and lodging are charges at cost plus an administrative fee.

Consumables

| Part Number | Description | List Price | Unit |
|---|---|---|---|
| 21647 C | Cartridge Filter, 10 Micron, 2.5 x 20 Inch | $259.00 | Case (24) |
| 06523 | Cleaner AA, Pail (25 liter) | $220.00 | Pail |
| 06524 | Cleaner AA, Drum (210 liter)(limited stock) | $1,850.00 | Drum |
| 06526 | Cleaner AA, Tote (1000 liter) | $8,833.00 | Tote |
| 06543 | Cleaner B, Pail (25 liter) | $242.00 | Pail |
| 06544 | Cleaner B, Drum (210 liter) | $2,039.00 | Drum |
| 06546 | Cleaner B, Tote (1000 liter) | $9,071.00 | Tote |
| 6553 | ROCHEM® Cleaner C, Pail (25 liter) | $240.83 | Pail |
| 6554 | ROCHEM® Cleaner C, Drum (210 liter) | $2,134.00 | Drum |
| 06583 | ROPrep, Pail (25 liter) | $755.00 | Pail |
| 6584 | ROPrep, Drum (210 liter) | $5,650.00 | Drum |
| 6593 | ROCHEM® Defoamer, Pail (25 liter) | $220.00 | Pail |
| 6596 | ROCHEM® Defoamer, Tote (1000 liter) | $5,353.42 | Tote |

Membrane Elements

| Part Number | Description | List Price | Unit |
|---|---|---|---|
| TS3 | TS Membrane Element, 75 bar, RO4L | $4,500.00 | each |
| TS1 | TS Membrane Element, 75 bar, RO6F | $4,000.00 | each |
| TS3HP | TS Membrane Element, 120 bar, RO4L | $4,500.00 | each |
| TS3PLUS | TS+ Membrane Element, 75 bar, RO4L | $4,000.00 | each |
| TS1PLUS | TS+ Membrane Element, 75 bar, RO6F | $4,500.00 | each |

Note: Service prices listed herein exclude any discounts applied for service contracts

ROCHEM®

**Rochem Service and Consumable List Prices**

Effective July 1, 2025

Personnel Charges

Standard (Daily) Rate

- Service Manager $1,875.00 / day
- Sr. Technician $1,475.00/ day
- Technician $1250.00/ day
- Sr. Engineer $1,875.00 / day
- Jr. Engineer $1,650.00 / day

Time billed on a daily rate basis with a minimum charge of one full day.

Travel and Subsistence Expenses

Airfare, meals, and lodging are charges at cost plus an administrative fee.

Consumables

| Part Number | Description | List Price | Unit |
|---|---|---|---|
| 21647 C | Cartridge Filter, 10 Micron, 2.5 x 20 Inch | $259.00 | Case (24) |
| 06523 | Cleaner AA, Pail (25 liter) | $220.00 | Pail |
| 06524 | Cleaner AA, Drum (210 liter)(limited stock) | $1,850.00 | Drum |
| 06526 | Cleaner AA, Tote (1000 liter) | $8,833.00 | Tote |
| 06543 | Cleaner B, Pail (25 liter) | $242.00 | Pail |
| 06544 | Cleaner B, Drum (210 liter) | $2,039.00 | Drum |
| 06546 | Cleaner B, Tote (1000 liter) | $9,071.00 | Tote |
| 6553 | ROCHEM® Cleaner C, Pail (25 liter) | $240.83 | Pail |
| 6554 | ROCHEM® Cleaner C, Drum (210 liter) | $2,134.00 | Drum |
| 06583 | ROPrep, Pail (25 liter) | $755.00 | Pail |
| 6584 | ROPrep, Drum (210 liter) | $5,650.00 | Drum |
| 6593 | ROCHEM® Defoamer, Pail (25 liter) | $220.00 | Pail |
| 6596 | ROCHEM® Defoamer, Tote (1000 liter) | $5,353.42 | Tote |

Membrane Elements

| Part Number | Description | List Price | Unit |
|---|---|---|---|
| TS3 | TS Membrane Element, 75 bar, RO4L | $4,500.00 | each |
| TS1 | TS Membrane Element, 75 bar, RO6F | $4,000.00 | each |
| TS3HP | TS Membrane Element, 120 bar, RO4L | $4,500.00 | each |
| TS3PLUS | TS+ Membrane Element, 75 bar, RO4L | $4,000.00 | each |
| TS1PLUS | TS+ Membrane Element, 75 bar, RO6F | $4,500.00 | each |

Note: Service prices listed herein exclude any discounts applied for service contracts

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 294/2025

**SUBJECT:** Approve Change Order #1 to Task Order #2023-008 Design Services for Capacity Upgrade to Spout Springs Water Reclamation Facility for Public Works & Utilities to Civil Engineering Consultants, Inc. of Marietta, GA, in the amount of $196,000.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approval

**Purpose of Request:**
Approve Change Order #1 to Task Order #2023-008 Design Services for Capacity Upgrade to Spout Springs Water Reclamation Facility for Public Works & Utilities to Civil Engineering Consultants, Inc. of Marietta, GA, in the amount of $196,000.00.

**History:**

Original award was approved to Civil Engineering Consultants, Inc. on 10/13/2022 for the Design work via BOC Agenda Item # 533/2022.

**Facts and Issues:**
Additional Construction Administrative Services

The current treatment capacity is 0.75 million gallons per day (MGD) at Spout Springs Water Reclamation Facility. The task order solicitation was sent to our vendor in the vendor pool for our On-Demand Consulting Engineering Firms (RFQ #41-006) to perform an evaluation, design, permitting and provide construction oversight for the water reclamation facility expansion.

**Options:**

**Funding Requested** $ 196,000.00

**Are funds within current budget?** Yes

**Source of Funds** SPLOST VII

| | |
|---|---|
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-05-19 |

**Approvals:**

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

**Attachments:**

Financial Supplement
Proposed CO #1 - Construction Admin Svcs.
Original PO

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 294/2025

**Funds Requested:** $ 196,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

SPLOST VII

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 323-SPLOST VII | 4430-SPOUT SPRINGS RECLAMATIONPLANT | 541400-INFRASTRUCTURE | $196,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

The source of funds will be SPLOST VII for Various Sewer Improvements for this change-order.

**Contact for Questions:** WK

**Phone:** 770-329-0863

CEC
CIVIL ENGINEERING CONSULTANTS, INC.
Civil & Environmental Engineering

June 3, 2025

Mr. William King, P.E.
Assistant Director
Public Works and Utilities
Hall County
2875 Browns Bridge Road, 4th Floor
Gainesville, Georgia 30504

RE: IFB #026-45 Hall County – Spout Springs Water Reclamation Facility Expansion to 1.6 MGD
Proposed Change Order – Construction Services

Dear Bill:

The RFP included specific hours to be provided by the consultant for site inspection, professional inspection (special inspections) and Contract Administration during the entire construction project. For a project this size, the number of hours to perform construction services is insufficient. During the design phase, changes were made to increase the complexity of the project that require additional construction administration time. CEC requests additional compensation for time necessary to perform construction administrative services as summarized below.

| | Task | Hours Budgeted | Fee |
|---|---|---|---|
| A. | Submittal Review | 432 | $60,480.00 |
| B. | Process RFIs and Change Orders | 80 | $11,340.00 |
| C. | Project Meetings (On-site) | 80 | $11,200.00 |
| D. | Construction Inspections (PE) | 520 | $72,800.00 |
| E. | Pay Application Processing | 48 | $6,720.00 |
| F. | Prepare O&M Manual for EPD | 240 | $33,600.00 |
| | Total | 1,400 | $196,000.00 |

The narrative below describes the rational for the fees described above.

A. Submittal Review – CEC will process shop drawings submitted by contractor.
B. Process RFIs and Change Orders – CEC will address and resolve RFIs and Change Orders related to technical issues and contract financial considerations.
C. Project Meetings (On-Site) – As needed, meet on site to resolve issues related during construction, including punch list inspection.
D. Construction Inspections – On-Site inspections during construction for items such as rebar, equipment, or site considerations. CEC assumes one visit per month for 13 months at 5 hours per visit to allow for travel time, inspection, and reports.
E. Pay Application Processing – Process pay requests once Hall County has reviewed and met with contractor on-site agreeing to quantities to be billed. This line item does not include on-site review and work completed.

F. Prepare O&M Manual for EPD – Prepare document required by EPD for their review and approval before facility can be placed into operation.

CEC requests a change order of $196,000 to provide the necessary construction services through the end of April 2026 and Lakeshore's scheduled contract completion date.

Please call with any questions.

Very truly yours,
CIVIL ENGINEERING CONSULTANTS, Inc.

Andrew E. Lovejoy, P.E.
President

Cc: Bill Nash, Public Works & Utility Director, Hall County
Tim Bolinger, Civil Engineer, Hall County



4994 Lower Roswell Road, Suite 34 • Marietta, Georgia 30068 • (770) 977-5747 • www.cec.engineering

**Hall County Board of Commissioners**
*Financial Services*
PO Drawer 1435
Gainesville, GA 30503

# PURCHASE ORDER

Fiscal Year 2023 

**PURCHASE ORDER DETAILS**

| | |
|---|---|
| Purchase Order Number | **00433115** |
| Purchase Order Date | **01/24/2023** |
| Department | **SPOUT SPRINGS RECLAMATIONPLANT** |

**The Terms and Conditions printed on the back of this Purchase Order shall govern the terms of this purchase.**

Bill To
Please send all invoices to accountspayable@hallcounty.org or upload invoices to Vendor Self-Service

Ship To
SPOUT SPRNGS WTR RECLAMATION
6827 SPOUT SPRINGS ROAD
FLOWERY BR, GA 30542

Vendor 10486
CIVIL ENGINEERING CONSULTANTS INC
4994 LOWER ROSWELL ROAD
SUITE 18
MARIETTA, GA 30068

| VENDOR PHONE NUMBER | VENDOR EMAIL | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME | DELIVERY REFERENCE |
|---|---|---|---|---|---|
| 770-977-5747 | | 10486 | | Debra Howington | |

**NOTES**

| ITEM # | DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | Task Order #2023-008 Design services for capacity upgrade to SSWRF for Public Works. Approved at the 10/13/22 BOC voting meeting, item #533.<br>GL #: 505-4430-541400-0000- $456,042.80<br>Commodity Code: - | 1.0000 | EACH | $456,042.8000 | $456,042.80 |

Shipment of goods or delivery of services resulting from this Purchase Order constitutes acceptance by the Supplier of the Terms and Conditions of the Purchase Order. Not to exceed amount without written change order.

Andy Penrich
Authorized Signature

**Purchase Order Total** **$456,042.80**

# HALL COUNTY, GEORGIA
# 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 arise between these Terms and Conditions herein and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set herein shall supersede and govern over all Supplier's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as '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 shall be deem as the Supplier's full and complete acceptance of the County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. 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. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
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 goods delivered or services rendered that were not ordered and specified in writing.
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 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. Exception may be given to custom cut (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. Delivery shall be made to the ship-to address(s) listed on the PO and within the time specified. The Supplier must note if multiple ship-to address are used and deliver goods to the appropriate ship-to address.
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. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of this 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, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and 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, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
32. Invoices should be submitted to the County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
33. In the event that this PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
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 the Supplier and any of its subcontractors have 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 unless otherwise denoted, 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.
42. Any changes to the PO in quantity or dollar amount require a written change order issued by the County

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 381/2025

**SUBJECT:** Approve the award of RFQ/P #46-008 Hall County Sewer System Master Plan Update and Rate Study for Public Works & Utilities to AECOM Technical Services, Inc. of Atlanta, GA. The estimated cost is $199,533.00.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**
Approve the award of RFQ/P #46-008 Hall County Sewer System Master Plan Update and Rate Study for Public Works & Utilities to AECOM Technical Services, Inc. of Atlanta, GA. The estimated cost is $199,533.00.

**History:**

**Facts and Issues:**

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 199,533.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Sewer Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-06-09 |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| AP | WS | WK | AP |
| **Budget** | **Finance** | **Attorney** | **Administration** |

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

**Attachments:**
Financial Supplement
Bid Tab Summary
Contract Signature Request Cover Sheet
Contract

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 381/2025

**Funds Requested:** $ 199,533.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Sewer Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 505-WATER AND SEWER FUND | 4430-SPOUT SPRINGS RECLAMATIONPLANT | 521000-PROFESSIONAL SERVICES | $199,533.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BK

**Phone:** x6799

RFQ/P #46-008, Hall County Sewer System Master Plan and Rate Study

Bid Tab Summary

| **SCORES** | **AECOM** | **Civil Engineering** | **Tetrta Tech** | **Ardurra Group** |
|---|---|---|---|---|
| | | | | |
| Average Technical Scores | 696.53 | 661.11 | 613.89 | 507.64 |
| Average Cost Scores | 150.00 | 125.00 | 62.50 | 100.00 |
| **Total Scores** | **846.53** | **786.11** | **676.39** | **607.64** |
| Cost | $199,533.00 | $248,920.00 | $362,030.00 | $274,540.00 |

| | |
|---|---|
| Number of bids emailed | 125 |
| Number of bids emailed to Hall Co | 7 |
| Total responses | 4 |
| Number of Hall Co responses | 0 |
| No Bids | 8 |

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**


Date: June 6, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: RFQ/P #46-008

Bid/Contract Name: Hall County System Master Plan Update and Rate Study

Department(s) Requesting Contract: Public Works

Award Recipient Name: AECOM Technical Services, Inc

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: $ N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount: $199,533

☐ Product Contract Estimated Amount:

Comment:

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

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

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

**CONTRACT # 46-008**

For the provision of

# Hall County Sewer System Master Plan Update and Rate Study

## ARTICLE #101 – INTRODUCTION

This Contract for Hall County Sewer System Master Plan Update and Rate Study (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and AECOM technical Services, Inc., located at 1360 Peachtree Street NE, Suite 300, Atlanta GA 30309 (hereinafter "Contractor").

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

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

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

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

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

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

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

**ARTICLE #102 – CONTRACT**

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

**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**
William (Bill) King
Assistant Director, Public Works & Utilities
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
wking@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: **Tina S. Houston**

Title: **Vice President/ Authorized Signatory**

Company Name: **AECOM Technical Services, Inc.**

Physical Address: **1360 Peachtree Street NE, Suite 300,**

City, State, ZIP: **Atlanta GA 30309**

Email: **tina.houston@aecom.com**

Phone: **404.295.6087**

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**

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

**ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**

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

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

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

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

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

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

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

**ARTICLE #108 – TERMINATION PROVISIONS**

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

A. **Termination for Convenience.** Following thirty (30) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

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

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

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

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

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

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages. – N/A for this contract.**

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

The Parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR**

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

**ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)**

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties such as subcontractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

**ARTICLE #112 – ENTIRE CONTRACT**

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

**ARTICLE #113 – SEVERABILITY**

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

**ARTICLE #114 – RECORDS**

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

**ARTICLE #115 – ADDITIONAL TERMS**

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

**ARTICLE #116 – WAIVER**

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

**ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.

C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in Scope of Work prior to subcontractor's performance of work.

**ARTICLE #118 – INSURANCE REQUIREMENTS**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing

evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

**Workers Compensation Insurance: Required for all contracts.**

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $500,000 Bodily Injury by Disease – Each Employee

**Additional Provisions: Waiver of Subrogation.** The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

**General Liability Insurance: Required for all contracts.**

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

**Commercial Auto Liability Insurance: Required for all contracts**, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

**Additional Provisions:**

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

**Umbrella Liability Insurance: Required for all contracts.**
$1,000,000 per Occurrence

**Additional Provisions: Required for all contracts.**

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 – NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement date. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

**B. Invoice/Payment**

B. 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 Bid Form.

C.

~~D.~~ 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.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

C. **Unsatisfactory Performance/Delay of Payment**

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not factor or assign payments to another entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

The Contractor must furnish to the County both a performance and payment bond, both equal to one hundred percent (100%) of the Contract's total award dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The

Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to the commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null and void and thus not eligible for compensation.

**ARTICLE #124 – RETAINAGE** (Required for construction, renovation, and repair projects)
The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

**ARTICLE #125 – VENUE AND GOVERNING LAW**
The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

**ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**
Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

**ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)**

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subcontractor providing services pursuant to this Contract.

**ARTICLE #128 – ORDER OF PRECEDENCE**
In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

**ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

The successful respondent hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense. This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

**ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Supplier's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Supplier's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "contractor", "consultant", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.

8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state, local, intergovernmental agreements, memorandums of understanding, and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
33. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
34. The Supplier certifies that it and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:

AECOM Technical Services, Inc.

By: Tina S Houston

Print Name: Tina S. Houston

Title: Vice President, Authorized Signatory

Sworn to and subscribed before me this

5th Day of May, 2025.

Notary Public: Robin W. Overstreet

Notary commission expires: 2/28/2029

[Locus Sigill – Seal, if any]

ROBIN W OVERSTREET
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES FEBRUARY 28, 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## EXHIBIT C

## MANDATORY COST PROPOSAL WORKSHEET

RFQ/P #46-008, Hall County Sewer System Master Plan and Rate Study

COMPANY NAME: AECOM Technical Services, Inc.

BIDDER'S NAME: Tina S. Houston

BIDDER'S SIGNATURE: Tina S. Houston

DATE: May 8th, 2025

*****PLEASE SUBMIT JOB TITLE RATE SHEET WITH THIS FORM*****

**TASK A:**

**Review relevant and recently completed plans, studies, census data, major infrastructure, regulatory constraints and land use plans.**

**1.** Provide an estimate of personnel hours to complete identified tasks in Section 4.0, Scope of Work: 1027

**2.** Other expenses (Detail Below) **$** 6,100

A-1: $2,500 for travel and expenses; A-4: $500 for boards, hand-outs, mileage for meetings, B-1 $600 for report printing, binding, delivery, B-2 $2,500 for travel and expenses

**3. TOTAL FOR TASK A NOT TO EXCEED** **$** 133,180

**TASK B:**

**Prepare Draft and Final Master Plan Documents.**

**TOTAL FOR TASK B NOT TO EXCEED** **$** 66,353

**GRAND TOTAL** **$** 199,533

| RFQ/P #46-008, Hall County Sewer System Master Plan and Rate Study | | Tetra Tech | Civil Engineering Consultants | AECOM | ARDURRA |
|---|---|---|---|---|---|
| | | Atlanta, GA | Marietta, GA | Atlanta, GA | Buford, GA |
| ITEM | ITEM DESCRIPTION | PRICE | PRICE | PRICE | PRICE |
| | **TASK A** | | | | |
| 1 | Provide an estimate of personnel hours to complete identified tasks in Section 4.0, Scope of Work | 1730 HRS | 1268 HRS | 1027 HRS | $1,200.00 |
| 2 | Other Expenses | $9,767.00 | | $6,100.00 | $65,505.00 |
| 3 | TOTAL FOR TASK A NOT TO EXCEED | $241,850.00 | $139,600.00 | $133,180.00 | $243,939.00 |
| | **TASK B** | | | | |
| | TOTAL FOR TASK B NOT TO EXCEED | $120,180.00 | $109,320.00 | $66,353.00 | $30,601.00 |
| | | | | | |
| | **GRAND TOTAL** | **$362,030.00** | **$248,920.00** | **$199,533.00** | **$274,540.00** |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**RECOMMENDED AWARD:**

**BUDGET AMOUNT:**
**TOTAL AWARDED AMOUNT:**
**BIDS MAILED:** **HALL:**
**BIDS RECEIVED:** **(-NO BIDS)** **HALL:**
**FUNDS: LANDFILL/SOLID WASTE - TECHNICAL & PROFESSIONAL FUNDS**

RFQ/P #46-008, Hall County Sewer System Master Plan and Rate Study

Bid Tab Summary

| SCORES | Tetrta Tech | Civil Engineering | AECOM | Ardurra Group |
|---|---|---|---|---|
| | | | | |
| Average Technical Scores | 613.86 | 661.08 | 696.50 | 507.62 |
| Average Cost Scores | 187.50 | 112.50 | 150.00 | 100.00 |
| **Total Scores** | **801.36** | **773.58** | **846.50** | **607.62** |

Cost

| | |
|---|---|
| Number of bids emailed | 125 |
| Number of bids emailed to Hall Co | 7 |
| Total responses | 4 |
| Number of Hall Co responses | 0 |
| No Bids | 8 |

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 377/2025

**SUBJECT:** Approve the renewal of annual contract for IFB #010-44 QA/QC Engineering Construction Testing Services for Public Works & Utilities to ECS Southeast, LLP of Marietta, GA, Geo-Hydro Engineers, Inc. of Kennesaw, GA, Goodwyn Mills Cawood, LLC of Buford, GA, UES (previously Contour Engineering, LLC) of Kennesaw, GA and United Consulting of Norcross, GA. The estimated annual cost is $61,047.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the renewal of annual contract for IFB #010-44 QA/QC Engineering Construction Testing Services for Public Works & Utilities to ECS Southeast, LLP of Marietta, GA, Geo-Hydro Engineers, Inc. of Kennesaw, GA, Goodwyn Mills Cawood, LLC of Buford, GA, UES (previously Contour Engineering, LLC) of Kennesaw, GA and United Consulting of Norcross, GA. The estimated annual cost is $61,047.00.

**History:**

All of the vendors are currently in the vendor pool for this contract and are all in good standing with the County.

**Facts and Issues:**
Year three (3) of a possible five (5) year contract.

United Consulting has requested a five percent (5%) increase in pricing for FY 2026.

**Options:**

**Funding Requested** $ 61,047.00

**Are funds within current budget?** Yes

**Source of Funds** Various

| | |
|---|---|
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| CB | BN | BN | AY |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Financial Supplement
Contracts
Attachment A - United Consulting

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 377/2025

**Funds Requested:** $ 61,047.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 521000-PROFESSIONAL SERVICES | $61,047.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770-531-6800

HALL COUNTY
GEORGIA
We have it all in Hall

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# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 3, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 010-44-2

Bid/Contract Name: QA/QC Engineering & Construction Testing Annual Contract

Department(s) Requesting Contract: **Public Works & Utilities**

Award Recipient Name: **Contouring Engineering, LLC, Goodwyn Mills Cawood, Geo-Hydro, ECS Southeast, and United Consulting**

Contract Description:

☒ Annual Contract ☐ New ☒ Renewal

FY 2025 Projected Spend: $59,850

☐ Price Increase Requested Increase Percentage: 5%

☒ Project/Service Contract FY 2026 Estimated Amount: $61,047

☐ Product Contract Estimated Amount: $0

Comment:

Year three (3) of a possible three (3) year contract. Renewal for FY 2026. All work is issued through task orders. All of the above vendors are currently in the vendor pool for this contract and are all in good standing with the County.
United Consulting has requested a five percent (5%) increase in pricing for FY 2026. See attachment A for details.
The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

State of Georgia
County of Hall

Contract #010-44-2

Contract Renewal #2

QA/QC Engineering & Construction Testing

March 26, 2025

**Whereas**, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #010-44, QA/QC Engineering & Construction Testing Annual Contract for dated June 20, 2023; and

**Whereas**, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas**, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2026,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

**Therefore**, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

**UES / Contour Engineering**

By: _____

Print Name: SCOTT THOMSON

Title: VICE PRESIDENT

**HALL COUNTY, GEORGIA**

By. _____

David Gibbs, Chairman

Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

1st Day of April, 2025

Notary Public: Shahana Najam

Notary commission expires: 12/15/2026

SHAHANA NAJAM NOTARY PUBLIC GWINNETT COUNTY GEORGIA Dec. 15, 2026

Approved as to Form

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #010-44-2

Contract Renewal #2

QA/QC Engineering & Construction Testing

March 25, 2025

**Whereas**, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #010-44, QA/QC Engineering & Construction Testing Annual Contract for dated June 20, 2023; and

**Whereas**, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas**, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2026,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

**Therefore**, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

**Goodwyn Mills Cawood, LLC**

By: Kevin Wales
Print Name: Kevin Wales, PE
Title: EVP

**HALL COUNTY, GEORGIA**

By. _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

10th Day of April, 2025

Notary Public: Kimberly Lewis

Notary commission expires: November 30, 2025

Approved as to Form

_____

KIMBERLY LEWIS NOTARY PUBLIC COBB COUNTY, GA Exp. Nov. 30, 2025

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #010-44-2

Contract Renewal #2

QA/QC Engineering & Construction Testing

March 26, 2025

**Whereas**, the County desires to Renew the Contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #010-44, QA/QC Engineering & Construction Testing Annual Contract for dated June 20, 2023; and

**Whereas**, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas**, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2026,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

**Therefore**, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

**United Consulting**

By: _____
Print Name: Reza Abree, P.E.
Title: CEO/President

**HALL COUNTY, GEORGIA**

By. _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

31 Day of March, 2025

Notary Public: _____

My notary commission expires: 12.1.28

JAYLA YOUNG NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES 12/01/2028

Approved as to Form

APPROVED AS TO FORM

Nathaniel D. Anderson
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #010-44-2

Contract Renewal #2

QA/QC Engineering & Construction Testing

March 28, 2025

**Whereas,** the County desires to extend the contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #010-44, QA/QC Engineering & Construction Testing, dated June 20, 2023 and

**Whereas,** the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas,** with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2026,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

**Therefore,** With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

**GEO-HYDRO ENGINEERS, INC.**

By: _____
Print Name: BRIAN INGRAM
Title: PRINCIPAL

Sworn to and subscribed before me this
30 Day of May, 2025

Notary Public: _____

Notary commission expires: 2-3-26

**HALL COUNTY, GEORGIA**

By. _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

Approved as to Form

_____

SHASTEE LEE NOTARY PUBLIC PAULDING COUNTY, GEORGIA COMMISSION EXPIRES 2-3-2026

APPROVED AS TO FORM

State of Georgia
County of Hall

Contract #010-44-2

Contract Renewal #2

QA/QC Engineering & Construction Testing

March 28, 2025

**Whereas,** the County desires to extend the contract period for a one year period through June 30, 2026, in accordance with the terms and conditions of Bid #010-44, QA/QC Engineering & Construction Testing, dated June 20, 2023 and

**Whereas,** the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

**Whereas,** with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2026,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

**Therefore,** With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

**ECS SOUTHEAST, LLP**

By: Brian E. Schiessle, P.E.
Print Name: Brian E. Schiessle, P.E.
Title: Vice President

Sworn to and subscribed before me this
20th Day of May, 2025

Notary Public: Patricia V. Howard Regan
Notary commission expires: 08.29.2028

PATRICIA V. HOWARD REGAN NOTARY PUBLIC STATE OF GEORGIA COBB COUNTY MY COMM. EXP. 08/29/2028

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Board of Commissioners

Date: _____

Attestment: _____
County Clerk

Approved as to Form

_____

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

State of Georgia
County of Hall

Contract #010-44-2

Attachment A

QA/QC Engineering & Construction Testing Annual Contract

March 26, 2025

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

A 5% inflation increase in pricing is provided below

**Exhibit C**

**Mandatory Cost Proposal Worksheet**

**IFB #010-44**

**Company Name:** United Consulting Group, Ltd. (dba United Consulting)

**Bidder's Name:** Reza Abree, P.E. - CEO/President

**Bidder's Signature:** _____

**Date:** 03/31/2025

Fee and Rate Schedule:

In connection with the Consultant's preparation of the Cost Proposal, it is understood and agreed hereby that the following Fee and Rate Schedule was the basis for the Cost Proposal to provide the Scope of Work as set forth in the Invitation for Bid. Furthermore, it is also understood and agreed that this Fee and Rate Schedule will be the basis for any additional services required for the work by the owner.

1. **Basic Engineering Service Rates:**
   - A. **Engineering Services:**
     1. Project Geologist, per hour $189.00
     2. Structural Engineer, P.E., per hour $189.00
     3. Geotechnical Engineer, P.E. per hour $189.00
     4. Environmental Engineer, P.E., per hour $189.00
     5. Staff Engineer, per hour $116.00
     6. Project Engineer/Project Manager, P.E., per hour $189.00
     7. Senior Engineer/Senior Project Manager, P.E., per hour $221.00
     8. Senior Engineer/Division Manager, P.E., per hour $226.00
     9. Chief Engineer/Principal, P.E. per hour $278.00
     10. CAD Operator/Draftsperson, per hour $110.00

   - B. **Technician Services:**
     1. Chief Engineering Technician, per hour $116.00
     2. Metals Technician/Inspector, per hour $116.00
     3. Concrete Technician/Inspector, per hour $79.00
     4. Soils Technician/Inspector, per hour $79.00
     5. Environmental Technician/Inspector, per hour $79.00
     6. Asphalt Technician/Inspector, per hour $100.00
     7. Registered Roof Observer (by the Roof Consultants Inst.), per hour $189.00
     8. Registered Roof Consultant, per hour $189.00
     9. General Engineering Technician/Inspector, per hour $116.00
     10. Certified Industrial Hygienist, per hour $189.00

C. **Clerical Services:**
Secretarial, per hour $ 74.00

D. **Special Services:**
Special tests, engineering consultations or evaluations in conjunction with any of the Following testing services shall be charged at the Basic Engineering Service Rates. Special supplies and/or equipment not listed shall be charged at cost.

2. **Soils:**

A. **Field Services:**
Field density tests either by drive cylinder, and cone or Nuclear gauge, per hour $ 79.00

B. **Laboratory Services:**

1. Standard Compaction Test, ASTM D-698 or AASHTO T-99 including rough plots and grain size curves except on base rock. Method D does not include grain size.
   (a) Method A (4" mold), per test $ 142.00
   (b) Method B, C or D (6" mold), per test $ 142.00
   (c) Standard Proctor, per test $ 142.00

2. Modified Compaction Test, ASTM D-1557 or AASHTO T-180 including rough plots and grain size curves except base rock. Method D does not include grain size.
   (a) Method A (4" mold), per test $ 168.00
   (b) Method B, C or D (6" mold), per test $ 168.00
   (c) Standard Proctor, per test $ 168.00

3. CBR at optimum moisture content, including laboratory compaction test, ASTM D-1883 or AASHTO T-193 with plot of compaction and CBR curves, per each $ 651.00

4. CBR, Corps of Engineers Method, per each $ 651.00

5. Natural moisture content, per each $ 23.00

6.. Atterberg limits, per each $ 100.00

7. Grain size, per each $ 168.00

8.. Washed 200, per each $ 147.00

9. Washed 200 + Hydrometer, per each $ 168.00

10. Consolidation Test:
   (a) Undisturbed sample, per each $ 651.00
   (b) Remolded sample, per each $ 746.00

**B. Laboratory Services**
**Asphaltic Materials and Tests**

| | |
|---|---|
| 1. Asphaltic Concrete Mix Design | |
| (a) Marshall method, per design | $ 121.00 |
| (b) Hubbard – field method, per design, two inch | $ 252.00 |
| (c) Hubbard – field method, per design, six inch | $ 299.00 |
| 2. Bitumen content only, per test | $ 173.00 |
| 3. Bitumen and gradation of asphaltic concrete, per test | $ 194.00 |
| 4. Density, samples F.O.B. laboratory | |
| (a) Already mixed, per test | $ 84.00 |
| (b) Not already mixed, per test | $ 173.00 |
| 5. Hubbard – field stability, samples F.O.B. laboratory | |
| (a) Three specimens, two inches | $ 142.00 |
| (b) Three specimens, six inches | $ 194.00 |
| 6. Marshall Method Stability, three specimens | $ 173.00 |

**5. Concrete and Cement:**

**A. Field Services:**

| | |
|---|---|
| 1. Concrete quality control inspection and testing (including, but not limited to, visual observations, slump, temperature and air entrainment testing), ASTM C-143 | $ 79.00 |
| 2. Cylinders (3 specimens per set), ASTM C-39, per set | $ 53.00 |
| 3. Reserve cylinders, per each | $ 16.00 |
| 4. Inspection and testing of ready mix plants, pre-stress/ pre-cast yards, concrete product plants, construction sites and concrete structures shall be charged at the Basic Engineering Service Rates plus testing at cost. | $ At Cost |
| 6. Cylinders made by others shall be picked up and delivered to the laboratory on a time and travel charge basis at the Basic Engineering Service Rates. A charge of $24 per case of 24 plastic cylinder molds will be accessed when cylinders are made by others. | $ 137.00 |
| 7. Non-Destructive inspection and testing of concrete products and structures, including failures, and flexural testing of concrete beams shall be charged at the Basic Engineering Service Rates, plus velocity attenuation equipment charged at cost. | $ At Cost |
| 8. Concrete Coring: | |
| (a) Two-man crew plus machine, per hour | $ 252.00 |
| (b) Machine only, per hour (rental) | $ 116.00 |
| (c) Compressive strength test, each | $ 47.00 |

**B. Laboratory Services:**

1. Concrete Materials:
   (a) Sieve Analysis, Dry ASTM C-136, per each $ 63.00
   (b) Finer than No. 200 Sieve, ASTM C-117, per each $ 63.00
   (c) Specific gravity, ASTM C-127 or C-126, coarse fine, per each $ 168.00
   (d) Absorption, ASTM C-127 or C-128, coarse, per each $ 63.00
   (e) Absorption, ASTM C-127 or C-128, fine, per each $ 63.00
   (f) Unit Weight, ASTMA C-29, per each $ 63.00
   (g) Organic impurities (Calorimetric) ASTM C-40, each $ 196.00
   (h) Effect of organic impurities, ASTM C-87, per each $ 196.00
   (i) Clay lumps in aggregate, AASHTO T-112, each $ 116.00
   (j) Soft particles in aggregate, ASDTM C-238, each $ 121.00
   (k) Friable particles in aggregate, ASTM C-142, each $ 121.00
   (l) Abrasion (Los Angeles Rattler), ASTM C-131, each $ 189.00
   (m) Preparation of sample for abrasion test, if crushed, per each $ 152.00
   (n) Staining Test, light weight aggregate, ASTM C-641 $ 189.00
   (o) Loss an ignition, light weight aggregate $ 126.00
   (p) Sulfate soundness, Sodium or Magnesium, ASTM-88 five (5) cycle. Each additional 5 cycles without loss determination, per each. $ 357.00
   (q) Potential Alkali Reactivity, per each $ 1,029.00

2. Mix Verifications:
   (a) Initial mix, including basis teat of fine and coarse aggregate, six confirmatory cylinders, per mix $ 284.00
   (b) Additional mixes, same aggregate, six confirmatory cylinders, per mix $ 142.00
   (c) Flexural strength mix six (6) test beams including tests of aggregate, per mix $ 420.00
   (d) Additional mixes, six (6) test beams, some aggregate, per mix $ 420.00
   (e) Light weight aggregate mixes, add to above, each $ 58.00
   (f) Mix, no confirmatory tests (calculated) $ 58.00
   (g) Mix designs, applicable hourly rates $ 116.00

3. Testing of Cylinders and Beams:
   (a) Cylinders compressive strength, including curing, ASTM C-39 per each $ 18.00
   (b) Reserves, not tested, including curing, per each $ 18.00
   (c) Splitting Test, ASTM C-496, per each $ 89.00
   (d) Beams, per break, ASTM C-78, per each $ 39.00

Note: Engineering, consultation, evaluation and preparation of samples for testing in conjunction with any above lab testing services shall be charged at the Basic Engineering Services Rate.

6. **Block, Brick, Tile, Pipe:**

   **A. Field Services:**

   1. Inspection and testing at manufacturer's plant, or in the field shall be charged at Basic Engineering Service Rates plus testing at cost. $ At Cost
   2. Mortar and/or grout cubes (6 specimens per set), per set $ 116.00

   **B. Laboratory Services:**

   **Concrete Masonry Units:**

   1. Compressive Strength, ASTM C-140, 5 specimens, per each $ 420.00
   2. Absorption and moisture content, ASTM C-140, specimens, per each $ 53.00
   3. Linear drying shrinkage, ASTM C-341, minimum specimens, each $ 284.00
   4. Concrete masonry block prism compressive strength tests, per set $79.00

7. **Metals:**

   **A. Field Services:**

   1. Visual shop and erection inspection, including witnessing of welder's qualifications shall be charged at Basic Engineering Service Rates.
   2. Radiographic, Magnetic Particle and Ultrasonic Testing Charge:
      (a) 2-man radiographic crew with camera and Darkroom $ 284.00
      (b) Radiographic camera, loaded each, per hour $ 630.00
      (c) Radiographic darkroom on truck, per day $ 945.00
      (d) X-ray machine, each, per hour $ 945.00
      (e) Magnetic particle machine (dry), per hour $ 126.00
      (f) Ultrasonic machine, per hour $ 126.00
      (g) Thickness and corrosion measurement equipment, per hour $ 156.00
   3. Physical and Mechanical Properties Testing:
      (h) Tensile test apparent yield and ultimate strength, initial sample $ 221.00
      (i) Guided Bend Test, per each $ 189.00

8. **Non-Destructive Structural/Materials Evaluation:**

   **A. Fabrication/Erection Evaluation:** - Evaluation of any or all of the following as established by project specifications: dimensional tolerances, material certifications, welds by visual techniques, welding procedures, welder/weld operator certifications, paint thickness, material storage conditions, column alignment, elevation verifications, bolt hole alignments and bolt torque; weld by visual techniques, steel decking, prime touch up and/or final painting.

1. AS/ASNT Senior Level Certified Technician, per hour $ 116.00
2. AWS/ASNT Certified Technician, per hour $ 89.00
3. ASNT Level II Technician, per hour $ 89.00
4. ASNT Level I Technician, per hour $ 89.00

**B. Field Non-Destructive Testing: – by ASNT Level II Technician**

1. Visible dye or fluorescent penetrant, per hour $ 100.00
2. Magnetic particle – wet or dry, per hour $ 100.00
3. Ultrasonic testing, per hour $ 100.00
4. Ultrasonic equipment charge, per hour $126.00
5. Eddy current testing, per hour $ 100.00
6. Eddy current equipment charge, per hour $ 189.00
7. X or Gamma Radiography (Iridium 192) per hour, per crew $ 152.00
8. Gamma Radiography (Cobalt 60) per hour, per crew $ 152.00
9. Ground Penetrating Radar:
   (a) Minimum rate ½ day rate (4 hrs.), per hour $ 1,943.00
   (b) Minimum daily rate (8 hrs.), per hour $ 2,730.00
   (c) Supplemental rate, per hour $ 504.00
10. Seismic refraction, per hour $ 189.00
11. Laboratory services:
   (a) Liquid penetrant, per hour $ 68.00
   (b) Magnetic particle, per hour $ 68.00
   (c) Rockwell testing, per set $ 63.00
   (d) Guided bend test, per each $ 63.00
   (e) Tensile test, per each $ 84.00
   (f) Machine charges, per each $ 79.00
12. Radiographic welder coupon:
   (a) Plant, per each $ 179.00
   (b) Pipe, per each $ 179.00
13. Welding procedure qualifications:
   (a) ASME, per each $ 420.00
   (b) AWS, per each $ 420.00
14. Ultrasonic testing, per hour $ 90.00
15. Equipment charge for ultrasonic testing, per day $116.00
16. Eddy current testing, per hour $ 90.00
17. Equipment charge for eddy current testing, per day $116.00
18. X or Gamma Radiography:
   (a) ASNT Level III, per hour $ 116.00
   (b) Materials Engineer, per hour $ 142.00
   (c) Materials Consultant, per hour $ 189.00
   (d) Mobile darkroom mileage, per mile $ 0.72
   (e) Radiographic film, current market price plus (Not to exceed 5%) 3.7 %
   (f) Special transducers required, cost plus (Not to to exceed 5%) 3.7 %
   (g) Special probes, cost plus (Not to exceed 5%) 3.7 %
19. ASTM D 2938 – Unconfined compressive (PSI), per each $ 79.00
20. L.A. Abrasives (ASTM C 131), per each $ 189.00
21. L.A. Abrasives (ASTM C 535), per each $ 189.00
22. Fireproofing thickness, per hour $ 116.00

23. Torque wrench/rebound hammer charge, per day $16.00
24. Floor flatness (F-Meter) charge, per day $63.00

**9. Roofing:**

**A. Field Services:**

Roofing installation inspection and project meetings shall be charged at Basic Engineering Services Rates.

**B. Laboratory Services:**

Roofing Materials:

1. Dissection, including total weight, number plies, interplay bitumen, top bitumen, aggregate weight and diagramming, per sample:
   (a) With aggregates, (asphalt or coal tar) $630.00
   (b) Without aggregates $735.00
   (c) Trimming sample to proper size $504.00
   (d) Diagramming only $63.00
2. Moisture Content of felts, ASTM D-95, per sample $378.00
3. Unit Weight of felt, ASTM C-461, per sample $63.00
4. Moisture Content of aggregate, ASTM D-18864, per sample $95.00

**10. Drilling Services:**

**A. Mobilization and demobilization of rig:**

1. All terrain mounted, per each $851.00
2. Truck mounted, per each $745.00

**B. Auger boring:**

1. 0 – 50 ft., per LF $13.00
2. Greater than 50 ft., per LF $14.00

**C. Soil test boring with standard penetration resistance:**

1. 0 – 50 ft., per LF $15.00
2. Greater than 50 ft., per LF $19.00

**D. Undisturbed sample (3"), per each** $131.00

**E. Piston Samples (3"), per each** $221.00

**F. Setting and removing casing for rock coring, per LF** $19.00

**G. NX or NQ rock coring with report of rock quality designation and percent recover:**

1. 0 – 50 ft., per LF $105.00
2. Greater than 50 ft., per LF $110.00

**H. Difficult moving, water hauling, per hour** $315.00

**I. Direct Push (includes collection of ground water and soil samples):**

1. Minimum rate ½ day rate (4 hrs.), per hour $1,365.00
2. Minimum daily rate (8 hrs.), per hour $2,835.00
3. Supplemental rate, per hour $347.00

J. **Dozer rental for clearing access to boring locations and moving drill rig, per day** $ 2,520.00

K. **Water tank, per day** $ 284.00

L. **Piezometer, backfilled with cuttings, non-grouted for water level measurements, per LF** $ 63.00

M. **Premium for sand pack and bentonite seal of piezometer, per each** $26.00

N. **Grout seal boreholes ($50.00 min. per borehole), per LF** $ 26.00

O. **Subsistence: 2 man crew, per day** $ 1,565.00

11. **Environmental Services:**

A. **Water/NPDES Monitoring:**

1. Comprehensive Monitoring Plan (CMP), LS $ 116.00
2. Monthly NPDES service (includes weekly inspection/sampling), per month $ 1,071.00
3. Automated sampler rental, per sampler, per month $ 284.00
4. Testing turbidity of water – GSP 20, per test $ 37.00
5. Testing turbidity of water – GDT 109, per test $ 37.00
6. Erosion control report, per each $ 116.00
7. pH test, per test $ 32.00
8. Chloride/sulfate test, per test $ 116.00
9. Monthly NPDES report to EPD, per each $ 116.00

B. **Asbestos Testing:**

Testing of asbestos in accordance with 1985 edition (purple book) EPA Guidance for controlling Asbestos Materials in Buildings.
EPA Method 560/5-85-024, per test $ 37.00

C. **Chemical/Hydrocarbon Testing:**

1. Subsurface chemical testing for Total Petroleum Hydrocarbon (TPH), per each $ 116.00
2. Subsurface chemical testing for Total Petroleum Benzene Toluene Ethyl Xylene (BTEX), per each $ 630.00
3. Subsurface chemical testing for Total Petroleum Polynuclear Aromatic Hydrocarbon (PAH) $ 116.00

12. **Traffic Control and Equipment Rental:**

A. **Cones, barriers & signage, per day** $ 1,208.00

B. **Flagman, per hour** $ 105.00

C. **Heavy Equipment rentals to include operator and transportation to and from site, cost plus** 13 %

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 394/2025

**SUBJECT:** Approve Change order #1 for RFQ/P#43-021 Construction Manager at Risk for Hall County Health Department Campus Renovations for Public Works & Utilities to Hogan Construction Group, LLC of Peachtree Corners, GA, in the amount of $620,614.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**

Approve Change order #1 of RFQ/P#43-021 Construction Manager at Risk for Hall County Health Department Campus Renovations for Public Works & Utilities to Hogan Construction Group, LLC of Peachtree Corners, GA, in the amount of $620,614.00.

**History:**
The Board previously approved the award of the RFP/Q #43-021 on May 25, 2023 to Hogan Construction Group based on the contractor's fee. It was determined upon completion of the Civil and Architectural contract documents for the Health Dept Campus improvements,the awarded contractor would provide a GMP for the Board's consideration.

The Board approved GMP#1 for the site work and medical office building (8,065 s.f.) phase of the project for $4,527,604.00 on September 14, 2023.

The Board approved GMP#2 for the interior renovations phase (33K s.f.) of the project for $6,359,283.00 on August 08, 2024.

**Facts and Issues:**

**Options:**

The Change order requested for approval is for design-build services for sidewalk and lighting installation at Butler Park which is immediatly adjacent to the Health Dept project that Hogan is currently performing construction services for.

Included in the change order proposal is ~13,000 square feet of 6' wide, 6" thick concrete sidewalks with reinforcement. The layout is planned to match the Trail &
Lighting Exhibit for Hall Co. Parks and Leisure provided by Rochester & Associates. The existing mulch trail will be removed and graded to allow for the installation of the concrete.

This proposal also includes the cost to provide twenty-four 15' pole lights around the proposed walking trail and park. The power for these lights will be provided from an existing panel in the Health Department building. The proposed light poles, heads, and a photometric layout are attached to this proposal. The attached photometric is based on seventeen light poles, but as stated we have included the cost for twenty-four light poles. Motion sensors are included at each light pole.

| | |
|---|---|
| **Funding Requested** | $ 620,614.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Impact Fees |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-06-30 |

**Approvals:**

| Submit | Approve | Purchasing | Budget |
|---|---|---|---|
| BN | BN | AP | JM |
| **Finance** | **Attorney** | **Administration** | **Clerk** |
| TS | WLI | CR | JR |

**Attachments:**

Financial Supplement
Change Order #1 Proposal

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 394/2025

**Funds Requested:** $ 620,614.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Impact Fees

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 301-IMPACT FEES FUND | 6210-PARKS AND LEISURE SERVICES | 541400-INFRASTRUCTURE | $620,614.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770 531-6800

**Hall County Health Department Campus Renovation**
**1290 Athens St**
**Gainesville, GA 30507**
**Attn: Bill Nash**

Hogan

**CHANGE ORDER REQUEST**

CHANGE PROPOSAL DATE: 03-Jun-25
PROJECT: **Hall County Health Department Campus Renovation**
HOGAN CONST. GROUP PROJ # 12409
CHANGE REQUEST # 14
TIME EXTENSION: 0 DAY(S)

**DESCRIPTION OF CHANGE:**

The below pricing reflects Hogan's cost proposal to provide the Design-Build Services for Butler Park Improvements. Included in the proposal is 12,944 square feet of 6' wide, 6" thick concrete sidewalks with reinforcement. The layout is planned to match the Trail & Lighting Exhibit for Hall Co. Parks and Leisure provided by Rochester & Associates. The existing mulch trail will be removed and graded to allow for the installation of the concrete.

This proposal also includes the cost to provide twenty-four 15' pole lights around the proposed walking trail and park. The power for these lights will be provided from an existing panel in the Health Department building. The proposed light poles, heads, and a photometric layout are attached to this proposal. The attached photometric is based on seventeen light poles, but as stated we have included the cost for twenty-four light poles. Motion sensors are included at each light pole.

Rochester will provide site drawings for the permit and Hogan will provide the electrical drawings.

This project is planned to take 12 weeks and is priced to be completed before October 2025. If the work occurs after October 2025, at no fault of Hogan's, additional supervision costs will be needed.

The following items are not included in this proposal; bridges, new or rework of existing storm sewer systems, sod, the cost of a permit, or materials testing.

Add Alternate - Increase the width of the sidewalks to 8' wide, 6" thick concrete sidewalks - $43,775.00

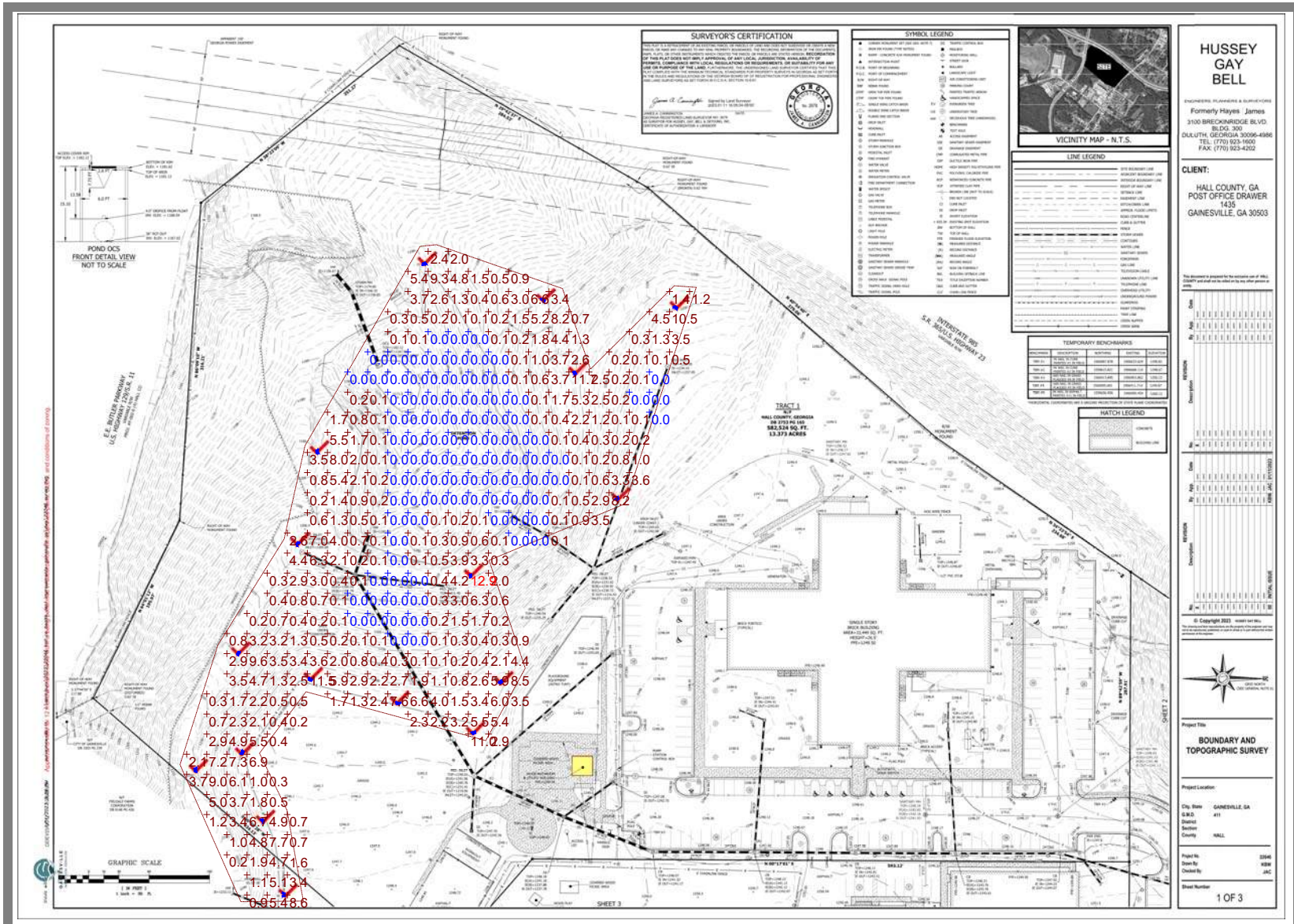
**COST:**

| *Description* | *Qty.* | *Unit* | *Unit Cost* | *Labor* | *Unit Cost* | *Material* | *Unit Cost* | *Subcontractor* |
|---|---|---|---|---|---|---|---|---|
| Sitework, Layout & BMPs | | | | | | | | **$48,649.00** |
| Concrete Work | | | | | | | | **$207,082.00** |
| Site Lighting | | | | | | | | **$267,209.00** |
| General Requirements | | | | | | | | **$51,732.00** |
| SUB TOTALS | | | | **$0.00** | | **$0.00** | | **$574,672.00** |
| PAYROLL TAXES & SALES TAX | | | 40.00% | **INCLUDED** | 7.00% | **$0.00** | | |
| | | | | **$0.00** | | **$0.00** | | **$574,672.00** |

| | |
|---|---|
| SUBTOTAL | **$574,672.00** |
| Insurance | **$11,192.00** |
| P&P Bond | **$5,442.00** |
| Fee | **$29,308.00** |
| **TOTAL COST OF CHANGE** | **$620,614.00** |

ACCEPTED BY: _____

ACCEPTED BY: _____




## Plan View

Scale - 1" = 150ft

Schedule

| Symbol | Label | Image | QTY | Manufacturer | Catalog | Description | Number Lamps | Lamp Output | LLF | Input Power | Polar Plot |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ▭ | A | | 17 | Lithonia Lighting | RSX1 LED P4 40K R3 | RSX Area Fixture Size 1 P4 Lumen Package 4000K CCT Type R3 Distribution | 1 | 16359 | 1 | 133.14 | Max: 11793cd |

**Statistics**

| Description | Symbol | Avg | Max | Min | Max / Min | Avg / Min |
|---|---|---|---|---|---|---|
| Calc Zone #1 | + | 1.7 fc | 12.9 fc | 0.0 fc | N/A | N/A |

VISUAL

**BUTLER PARK**

**Designer**

**Date**
02/19/2025
**Scale**
Not to Scale
**Drawing No.**

**Summary**

# RSX1 LED
## Area Luminaire

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

## Specifications

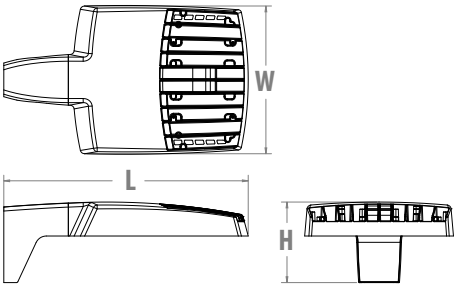
**EPA (ft²@0°):** 0.57 ft² (0.05 m²)

**Length:** 21.8" (55.4 cm) (SPA mount)

**Width:** 13.3" (33.8 cm)

**Height:** 3.0" (7.6 cm) Main Body 7.2" (18.4 cm) Arm

**Weight (SPA mount):** 22.0 lbs (10.0 kg)




## Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX1 delivers 7,000 to 17,000 lumens allowing it to replace 70W to 400W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

Design Select options indicated by this color background.

## Ordering Information

**EXAMPLE:** RSX1 LED P4 40K R3 MVOLT SPA DDBXD

**RSX1 LED**

| Series | Performance Package | Color Temperature | Distribution | Voltage | Mounting |
|---|---|---|---|---|---|
| RSX1 LED | P1 | 30K 3000K | R2 Type 2 Wide | MVOLT (120V-277V) [2] | SPA Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°) |
| | P2 | 40K 4000K | R3 Type 3 Wide | HVOLT (347V-480V) [3] | RPA Round pole mounting (3.2" min. dia. RND pole for 2, 3, 4 at 90°, 3.0" min. dia. RND pole for 1 at 90°, 2 at 180°, 3 at 120°) |
| | P3 | 50K 5000K | R3S Type 3 Short | XVOLT (277V-480V) [4] | MA Mast arm adaptor (fits 2-3/8" OD horizontal tenon) |
| | P4 | | R4 Type 4 Wide | (use specific voltage for options as noted) | IS Adjustable slipfitter (fits 2-3/8" OD tenon) [6] |
| | | | R4S Type 4 Short | 120 [3] 277 [5] | WBA Wall bracket [1] |
| | | | R5 Type 5 Wide [1] | 208 [3] 347 [5] | WBASC Wall bracket with surface conduit box |
| | | | R5S Type 5 Short [1] | 240 [3] 480 [5] | AASP Adjustable tilt arm square pole mounting [6] |
| | | | AFR Automotive Front Row | | AARP Adjustable tilt arm round pole mounting [6] |
| | | | AFRR90 Automotive Front Row Right Rotated | | AAWB Adjustable tilt arm with wall bracket [6] |
| | | | AFRL90 Automotive Front Row Left Rotated | | AAWSC Adjustable tilt arm wall bracket and surface conduit box [6] |

### Options

**Shipped Installed**

| | |
|---|---|
| HS | House-side shield [7] |
| PE | Photocontrol, button style [8,9] |
| PER7 | Seven-wire twist-lock receptacle only (no controls) [9,10,11] |
| SF | Single fuse (120, 277, 347) [5] |
| DF | Double fuse (208, 240, 480) [5] |
| SPD20KV | 20KV Surge pack (10KV standard) |
| FAO | Field adjustable output [9] |
| DMG | 0-10V dimming extend out back of housing for external control (control ordered separate) [9] |

**Shipped Installed**

***Standalone and Networked Sensors/Controls (factory default settings, see table page 9)**

| | |
|---|---|
| NLTAIR2 PIRHN | nLight AIR generation 2, with Networked, Bi-Level motion/ambient sensor [9, 12, 13, 14] |
| BAA | Buy America(n) Act and/or Build America Buy America Qualified |
| CCE | Coastal Construction [15] |

*Note: NLTAIR2 PIRHN with nLight Air can be used as a standalone or networked solution. Sensor coverage pattern is affected when luminaire is tilted.

**Shipped Separately (requires some field assembly)**

| | |
|---|---|
| EGS | External glare shield [7] |
| EGFV | External glare full visor (360° around light aperture) [7] |
| BS | Bird spikes [16] |

### Finish

| | |
|---|---|
| DDBXD | Dark Bronze |
| DBLXD | Black |
| DNAXD | Natural Aluminum |
| DWHXD | White |
| DDBTXD | Textured Dark Bronze |
| DBLBXD | Textured Black |
| DNATXD | Textured Natural Aluminum |
| DWHGXD | Textured White |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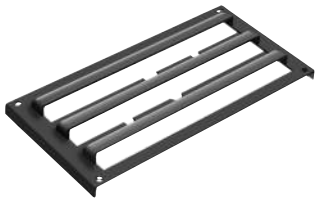
## Ordering Information

### Accessories
*Ordered and shipped separately.*

| | |
|---|---|
| RSX1HS | RSX1 House side shield (includes 1 shield) |
| RSX1HSAFRR U | RSX1 House side shield for AFR rotated optics (includes 1 shield) |
| RSX1EGS (FINISH) U | External glares hield (specify finish) |
| RSX1EGFV (FINISH) U | External glare full visor (specify finish) |
| RSXRPA (FINISH) U | RSX Universal round pole adaptor plate (specify finish) |
| RSXWBA (FINISH) U | RSX WBA wall bracket (specify finish) [1] |
| RSXSCB (FINISH) U | RSX Surface conduit box (specify finish, for use with WBA, WBA not included) |
| DLL127F 1.5 JU | Photocell -SSL twist-lock (120-277V) [17] |
| DLL347F 1.5 CUL JU | Photocell -SSL twist-lock (347V) [17] |
| DLL480F 1.5 CUL JU | Photocell -SSL twist-lock (480V) [17] |
| DSHORT SBK U | Shorting cap [17] |

NOTES
1. Any Type 5 distribution, is not available with WBA.
2. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
3. HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
4. XVOLT driver not available with P1 or P2. XVOLT driver operates on any line voltage from 277V-480V (50/60 Hz). XVOLT not available with fusing (SF or DF) and not available with PE.
5. Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
6. Maximum tilt is 90° above horizontal.
7. It may be ordered as an accessory.
8. Requires MVOLT or 347V.
9. Two or more of the following options cannot be combined including PE, DMG, PER7, FAO and NLTAIR2 PIRHN. (Exception: PE and FAO can be combined; also PE and DMG can be combined.)
10. Compatible with standard twist-lock photocells for dusk to dawn operation or advanced control nodes that provide 0-10V dimming signals. Wire 4/Wire 5 wired to dimming leads on driver. Wire6/Wire7 capped inside luminaire. Twistlock photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
11. For units with option PER7, the mounting must be restricted to +/- 45° from horizontal aim per ANSI C136.10-2010.
12. Must be ordered with PIRHN.
13. Requires MVOLT or HVOLT.
14. Must be ordered with NLTAIR2. For additional information on PIRHN visit here.
15. CCE option not available with WBA, WBASC, AASP, AARP, AAWB, AAWBSC, EGS, EGFV and BS.
16. Must be ordered with fixture for factory pre-drilling.
17. Requires luminaire to be specified with PER7 option. Ordered and shipped as a separate line item from Acuity Brands Controls.

## External Shields



House Side Shield

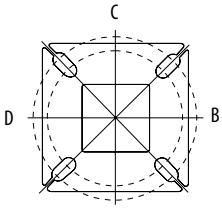
External Glare Shield

External 360 Full Visor

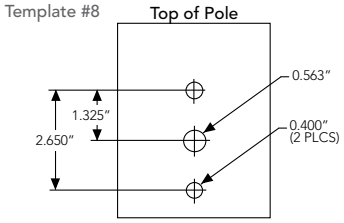
## Pole/Mounting Informatiion

Accessories including bullhorns, cross arms and other adpaters are available under the accessories tab at Lithonia's Outdoor Poles and Arms product page. Click here to visit Accessories.

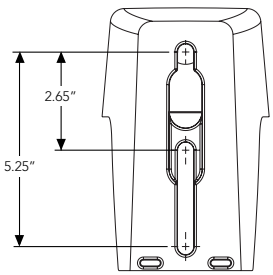
### HANDHOLE ORIENTATION




### RSX POLE DRILLING




### RSX STANDARD ARM & ADJUSTABLE ARM




### Round Tenon Mount - Pole Top Slipfitters

| Tenon O.D. | RSX Mounting | Single | 2 at 180° | 2 at 90° | 3 at 120° | 3 at 90° | 4 at 90° |
|---|---|---|---|---|---|---|---|
| 2 - 3/8" | RPA, AARP | AS3-5 190 | AS3-5 280 | AS3-5 290 | AS3-5 320 | AS3-5 390 | AS3-5 490 |
| 2 - 7/8" | RPA, AARP | AST25-190 | AST25-280 | AST25-290 | AST25-320 | AST25-390 | AST25-490 |
| 4" | RPA, AARP | AST35-190 | AST35-280 | AST35-290 | AST35-320 | AST35-390 | AST35-490 |

### Drill/Side Location by Configuration Type

| Drilling Template | Mounting Option | Single | 2 @ 180 | 2 @ 90 | 3 @ 120 | 3 @ 90 | 4 @ 90 |
|---|---|---|---|---|---|---|---|
| | **Head Location** | Side B | Side B & D | Side B & C | Round Pole Only | Side B, C & D | Side A, B, C & D |
| **#8** | **Drill Nomenclature** | DM19AS | DM28AS | DM29AS | DM32AS | DM39AS | DM49AS |

### RSX1 - Luminaire EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

| Fixture Quantity & Mounting Configuration | | Single | 2 @ 90 | 2 @ 180 | 3 @ 90 | 3 @ 120 | 4 @ 90 | 2 Side by Side | 3 Side by Side | 4 Side by Side |
|---|---|---|---|---|---|---|---|---|---|---|
| **Mounting Type** | **Tilt** | | | | | | | | | |
| **SPA - Square Pole Adaptor** | 0° | 0.57 | 1.03 | 1.05 | 1.52 | 1.36 | 2.03 | 1.31 | 1.7 | 2.26 |
| **RPA - Round Pole Adaptor** | | 0.62 | 1.08 | 1.15 | 1.62 | 1.46 | 2.13 | 1.36 | 1.8 | 2.36 |
| **MA - Mast Arm Adaptor** | | 0.49 | 0.95 | 0.89 | 1.36 | 1.2 | 1.87 | 1.23 | 1.54 | 2.1 |
| | | | | | | | | | | |
| **IS - Integral Slipfitter AASP/AARP - Adjustable Arm Square/Round Pole** | 0° | 0.57 | 1.03 | 1.05 | 1.52 | 1.36 | 2.03 | 1.31 | 1.7 | 2.26 |
| | 10° | 0.68 | 1.34 | 1.33 | 2 | 1.74 | 2.64 | 1.35 | 2.03 | 2.71 |
| | 20° | 0.87 | 1.71 | 1.73 | 2.56 | 2.26 | 3.42 | 1.75 | 2.62 | 3.49 |
| | 30° | 1.24 | 2.19 | 2.3 | 3.21 | 2.87 | 4.36 | 2.49 | 3.73 | 4.97 |
| | 40° | 1.81 | 2.68 | 2.98 | 3.85 | 3.68 | 5.30 | 3.62 | 5.43 | 7.24 |
| | 45° | 2.11 | 2.92 | 3.44 | 4.2 | 4.08 | 5.77 | 4.22 | 6.33 | 8.44 |
| | 50° | 2.31 | 3.17 | 3.72 | 4.52 | 4.44 | 6.26 | 4.62 | 6.94 | 9.25 |
| | 60° | 2.71 | 3.66 | 4.38 | 5.21 | 5.15 | 7.24 | 5.43 | 8.14 | 10.86 |
| | 70° | 2.78 | 3.98 | 4.54 | 5.67 | 5.47 | 7.91 | 5.52 | 8.27 | 11.03 |
| | 80° | 2.76 | 4.18 | 4.62 | 5.97 | 5.76 | 8.31 | 5.51 | 8.27 | 11.03 |
| | 90° | 2.73 | 4.25 | 4.64 | 6.11 | 5.91 | 8.47 | 5.45 | 8.18 | 10.97 |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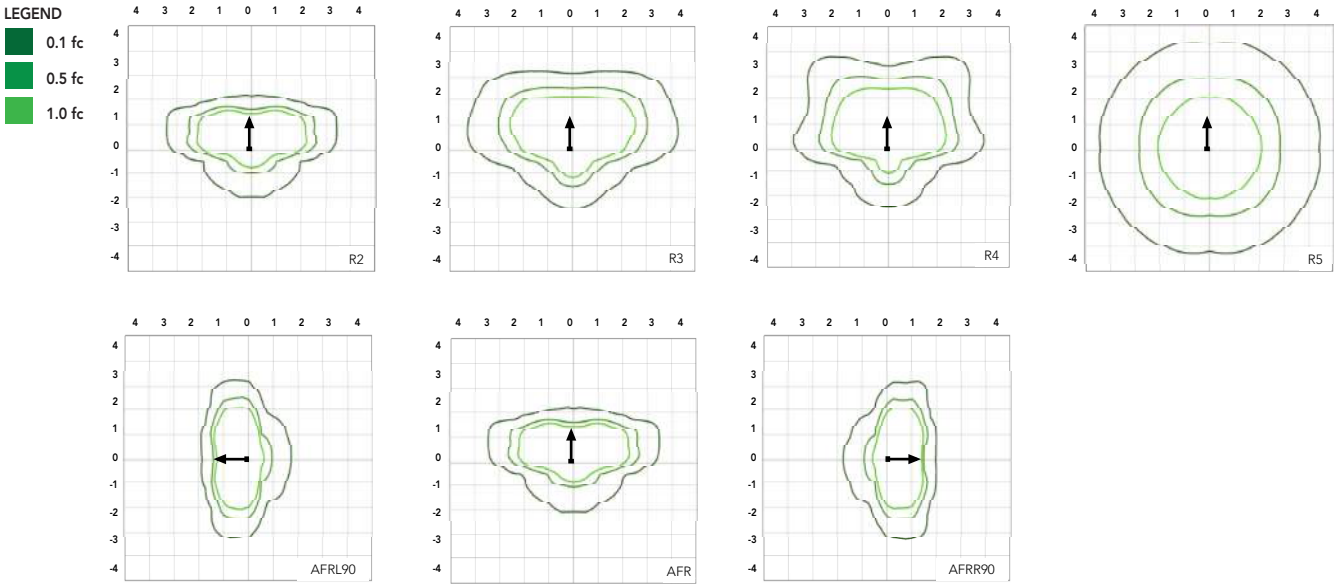
## Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's RSX Area homepage.

Isofootcandle plots for the RSX1 LED P4 40K. Distances are in units of mounting height (20').




## Performance Data

### Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-50°C (32-122°F).

| Ambient | Ambient | Lumen Multiplier |
|---|---|---|
| 0°C | 32°F | 1.05 |
| 5°C | 41°F | 1.04 |
| 10°C | 50°F | 1.03 |
| 15°C | 59°F | 1.02 |
| 20°C | 68°F | 1.01 |
| 25°C | 77°F | 1.00 |
| 30°C | 86°F | 0.99 |
| 35°C | 95°F | 0.98 |
| 40°C | 104°F | 0.97 |
| 45°C | 113°F | 0.96 |
| 50°C | 122°F | 0.95 |

### Electrical Load

| | | Current (A) | | | | | |
|---|---|---|---|---|---|---|---|
| Performance Package | System Watts (W) | 120V | 208V | 240V | 277V | 347V | 480V |
| P1 | 51W | 0.42 | 0.25 | 0.21 | 0.19 | 0.14 | 0.11 |
| P2 | 72W | 0.60 | 0.35 | 0.30 | 0.26 | 0.21 | 0.15 |
| P3 | 109W | 0.91 | 0.52 | 0.45 | 0.39 | 0.31 | 0.23 |
| P4 | 133W | 1.11 | 0.64 | 0.55 | 0.48 | 0.38 | 0.27 |

### Projected LED Lumen Maintenance

| Operating Hours | 50,000 | 75,000 | 100,000 |
|---|---|---|---|
| Lumen Maintenance Factor | >0.97 | >0.95 | >0.92 |

Values calculated according to IESNA TM-21-11 methodology and valid up to 40°C.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## Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

| Performance Package | System Watts | Distribution. Type | 30K (3000K, 70 CRI) | | | | | 40K (4000K, 70 CRI) | | | | | 50K (5000K, 70 CRI) | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW | Lumens | B | U | G | LPW |
| P1 | 51W | R2 | 6,482 | 1 | 0 | 1 | 126 | 7,121 | 1 | 0 | 1 | 139 | 7,121 | 1 | 0 | 1 | 139 |
| | | R3 | 6,459 | 1 | 0 | 2 | 127 | 7,096 | 1 | 0 | 2 | 139 | 7,096 | 1 | 0 | 2 | 139 |
| | | R3S | 6,631 | 1 | 0 | 1 | 129 | 7,286 | 1 | 0 | 2 | 142 | 7,286 | 1 | 0 | 2 | 142 |
| | | R4 | 6,543 | 1 | 0 | 2 | 128 | 7,189 | 1 | 0 | 2 | 141 | 7,189 | 1 | 0 | 2 | 141 |
| | | R4S | 6,313 | 1 | 0 | 1 | 124 | 6,936 | 1 | 0 | 1 | 136 | 6,936 | 1 | 0 | 1 | 136 |
| | | R5 | 6,631 | 3 | 0 | 2 | 130 | 7,286 | 3 | 0 | 2 | 143 | 7,286 | 3 | 0 | 2 | 143 |
| | | R5S | 6,807 | 3 | 0 | 1 | 133 | 7,479 | 3 | 0 | 1 | 147 | 7,479 | 3 | 0 | 1 | 147 |
| | | AFR | 6,473 | 1 | 0 | 1 | 127 | 7,112 | 1 | 0 | 1 | 139 | 7,112 | 1 | 0 | 1 | 139 |
| | | AFRR90 | 6,535 | 2 | 0 | 2 | 127 | 7,179 | 2 | 0 | 2 | 140 | 7,179 | 2 | 0 | 2 | 140 |
| | | AFRL90 | 6,562 | 2 | 0 | 1 | 128 | 7,210 | 2 | 0 | 2 | 140 | 7,210 | 2 | 0 | 2 | 140 |
| P2 | 72W | R2 | 8,991 | 2 | 0 | 1 | 123 | 9,878 | 2 | 0 | 1 | 135 | 9,878 | 2 | 0 | 1 | 135 |
| | | R3 | 8,959 | 2 | 0 | 2 | 124 | 9,843 | 2 | 0 | 2 | 137 | 9,843 | 2 | 0 | 2 | 137 |
| | | R3S | 9,198 | 2 | 0 | 2 | 126 | 10,106 | 2 | 0 | 2 | 139 | 10,106 | 2 | 0 | 2 | 139 |
| | | R4 | 9,077 | 2 | 0 | 2 | 126 | 9,972 | 2 | 0 | 2 | 139 | 9,972 | 2 | 0 | 2 | 139 |
| | | R4S | 8,757 | 1 | 0 | 2 | 122 | 9,622 | 2 | 0 | 2 | 134 | 9,622 | 2 | 0 | 2 | 134 |
| | | R5 | 9,198 | 4 | 0 | 2 | 128 | 10,106 | 4 | 0 | 2 | 140 | 10,106 | 4 | 0 | 2 | 140 |
| | | R5S | 9,443 | 3 | 0 | 1 | 131 | 10,374 | 3 | 0 | 1 | 144 | 10,374 | 3 | 0 | 1 | 144 |
| | | AFR | 8,979 | 2 | 0 | 1 | 125 | 9,865 | 2 | 0 | 1 | 137 | 9,865 | 2 | 0 | 1 | 137 |
| | | AFRR90 | 9,064 | 3 | 0 | 2 | 124 | 9,959 | 3 | 0 | 2 | 137 | 9,959 | 3 | 0 | 2 | 137 |
| | | AFRL90 | 9,102 | 3 | 0 | 2 | 125 | 10,001 | 3 | 0 | 2 | 137 | 10,001 | 3 | 0 | 2 | 137 |
| P3 | 109W | R2 | 12,808 | 2 | 0 | 1 | 117 | 14,072 | 2 | 0 | 2 | 129 | 14,072 | 2 | 0 | 2 | 129 |
| | | R3 | 12,763 | 2 | 0 | 2 | 117 | 14,023 | 2 | 0 | 2 | 129 | 14,023 | 2 | 0 | 2 | 129 |
| | | R3S | 13,104 | 2 | 0 | 2 | 120 | 14,397 | 2 | 0 | 2 | 132 | 14,397 | 2 | 0 | 2 | 132 |
| | | R4 | 12,930 | 2 | 0 | 2 | 119 | 14,206 | 2 | 0 | 2 | 130 | 14,206 | 2 | 0 | 2 | 130 |
| | | R4S | 12,475 | 2 | 0 | 2 | 114 | 13,707 | 2 | 0 | 2 | 126 | 13,707 | 2 | 0 | 2 | 126 |
| | | R5 | 13,104 | 4 | 0 | 2 | 120 | 14,397 | 4 | 0 | 2 | 132 | 14,397 | 4 | 0 | 2 | 132 |
| | | R5S | 13,452 | 3 | 0 | 2 | 123 | 14,779 | 3 | 0 | 2 | 136 | 14,779 | 3 | 0 | 2 | 136 |
| | | AFR | 12,791 | 2 | 0 | 1 | 117 | 14,053 | 2 | 0 | 2 | 129 | 14,053 | 2 | 0 | 2 | 129 |
| | | AFRR90 | 12,913 | 3 | 0 | 3 | 118 | 14,187 | 3 | 0 | 3 | 130 | 14,187 | 3 | 0 | 3 | 130 |
| | | AFRL90 | 12,967 | 3 | 0 | 2 | 118 | 14,247 | 3 | 0 | 3 | 130 | 14,247 | 3 | 0 | 3 | 130 |
| P4 | 133W | R2 | 14,943 | 2 | 0 | 2 | 112 | 16,417 | 2 | 0 | 2 | 123 | 16,417 | 2 | 0 | 2 | 123 |
| | | R3 | 14,890 | 2 | 0 | 3 | 112 | 16,360 | 2 | 0 | 3 | 123 | 16,360 | 2 | 0 | 3 | 123 |
| | | R3S | 15,287 | 2 | 0 | 2 | 115 | 16,796 | 2 | 0 | 2 | 126 | 16,796 | 2 | 0 | 2 | 126 |
| | | R4 | 15,085 | 2 | 0 | 3 | 113 | 16,574 | 2 | 0 | 3 | 125 | 16,574 | 2 | 0 | 3 | 125 |
| | | R4S | 14,554 | 2 | 0 | 2 | 109 | 15,991 | 2 | 0 | 2 | 120 | 15,991 | 2 | 0 | 2 | 120 |
| | | R5 | 15,287 | 4 | 0 | 2 | 115 | 16,796 | 4 | 0 | 2 | 126 | 16,796 | 4 | 0 | 2 | 126 |
| | | R5S | 15,693 | 4 | 0 | 2 | 118 | 17,242 | 4 | 0 | 2 | 130 | 17,242 | 4 | 0 | 2 | 130 |
| | | AFR | 14,923 | 2 | 0 | 2 | 112 | 16,395 | 2 | 0 | 2 | 123 | 16,395 | 2 | 0 | 2 | 123 |
| | | AFRR90 | 15,065 | 3 | 0 | 3 | 113 | 16,551 | 3 | 0 | 3 | 124 | 16,551 | 3 | 0 | 3 | 124 |
| | | AFRL90 | 15,128 | 3 | 0 | 3 | 114 | 16,621 | 3 | 0 | 3 | 125 | 16,621 | 3 | 0 | 3 | 125 |


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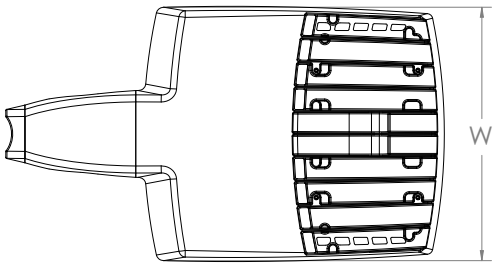
## Dimensions & Weights

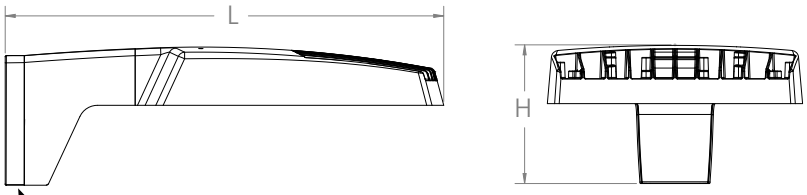
### Luminaire Weight by Mounting Type

| Mounting Configuration | Total Luminaire Weight |
|---|---|
| SPA | 22 lbs |
| RPA | 24 lbs |
| MA | 22 lbs |
| WBA | 25 lbs |
| WBASC | 28 lbs |
| IS | 25 lbs |
| AASP | 25 lbs |
| AARP | 27 lbs |
| AAWB | 28 lbs |
| AAWSC | 31 lbs |

### RSX1 with Round Pole Adapter (RPA)

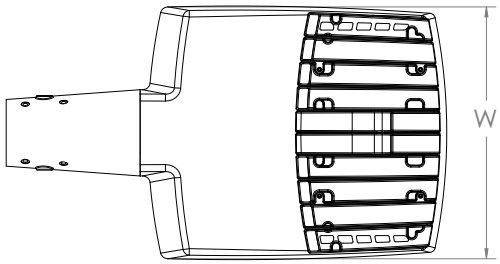



Length: 22.8" (57.9 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.4 cm) Arm

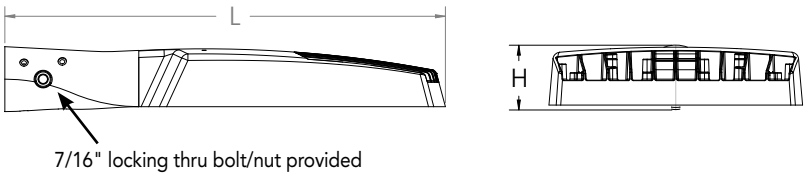



Note: RPA — Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.

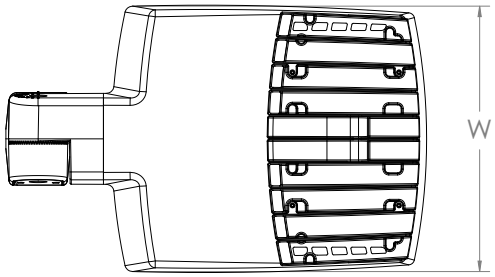
### RSX1 with Mast Arm Adapter (MA)



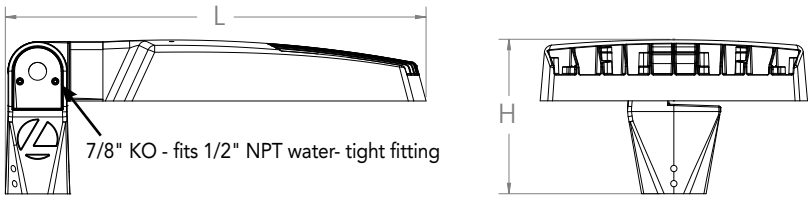

Length: 23.2" (59.1 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
3.5" (8.9 cm) Arm




### RSX1 with Adjustable Slipfitter (IS)




Length: 20.7" (52.7 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
7.6" (19.3 cm) Arm





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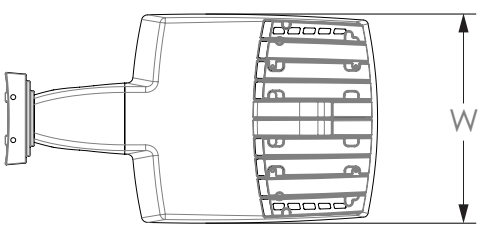
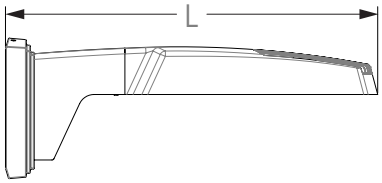
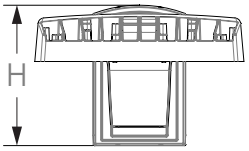
## Dimensions

### RSX1 with Wall Bracket (WBA)

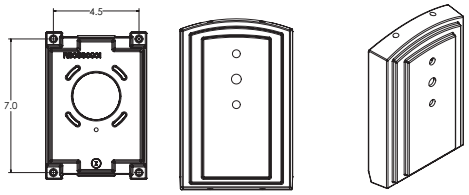


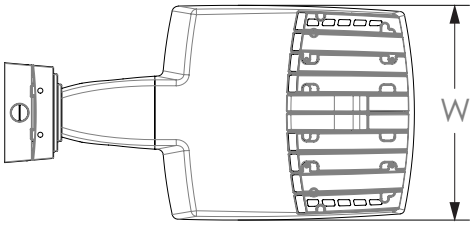



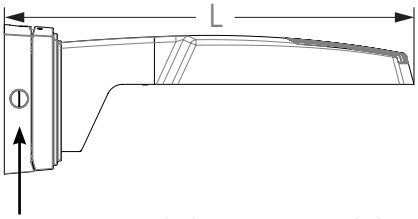

Length: 23.6" (59.9 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
8.9" (22.6 cm) Arm

**Wall Bracket (WBA) Mounting Detail**

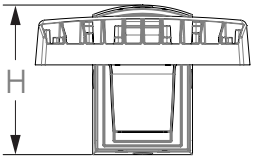



### RSX1 with Wall Bracket with Surface Conduit Box (WBASC)



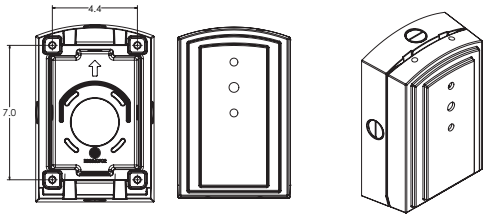




3/4" NPT taps with plugs - Qty (4) provided




Length: 25.3" (64.3 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm

**Surface Conduit Box (SCB) Mounting Detail**





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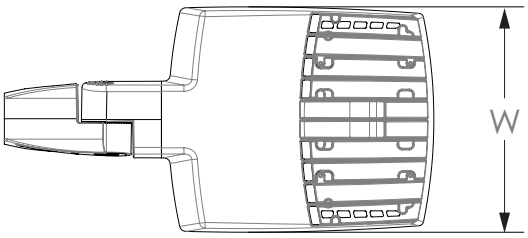
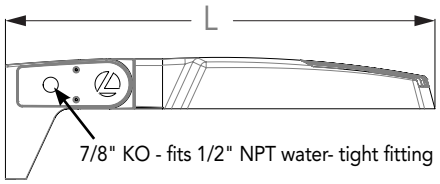
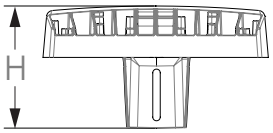
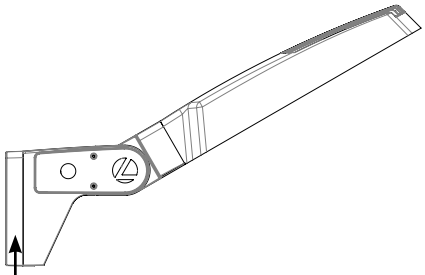
## Dimensions

### RSX1 with Adjustable Tilt Arm - Square or Round Pole (AASP or AARP)



Length: 25.3" (65.3 cm) **AASP**
26.3" (66.8 cm) **AARP**
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.2 cm) Arm

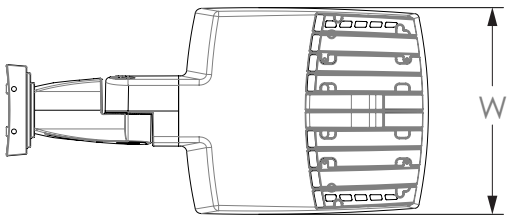
**NOTE:**
RPA - Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.

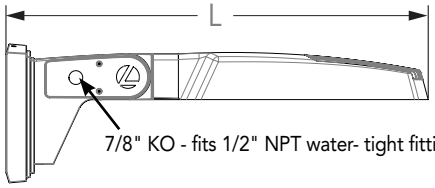
**Notes**

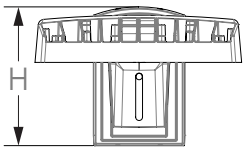
AASP: Requires 3.0" min. square pole for 1 at 90°. Requires 3.5" min. square pole for mounting 2, 3, 4 at 90°.

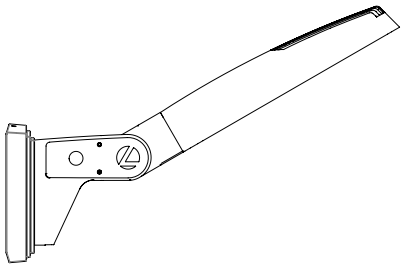
AARP: Requires 3.2" min. dia. round pole for 2, 3, 4 at 90°. Requires 3.0" min. dia. round pole for mounting 1 at 90°, 2 at 180°, 3 at 120°.

### RSX1 with Adjustable Tilt Arm with Wall Bracket (AAWB)



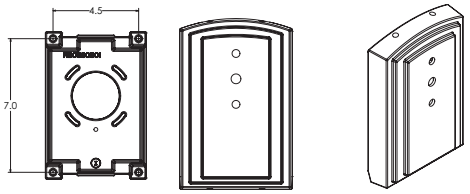



Length: 27.1" (68.8 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
8.9" (22.6 cm) Arm

**Wall Bracket (WBA) Mounting Detail**



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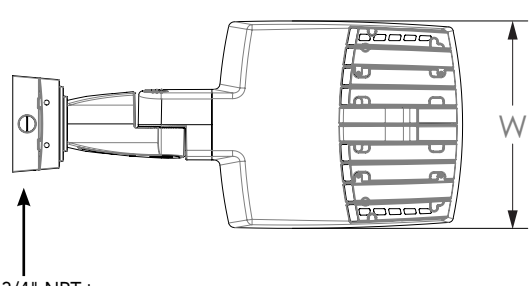
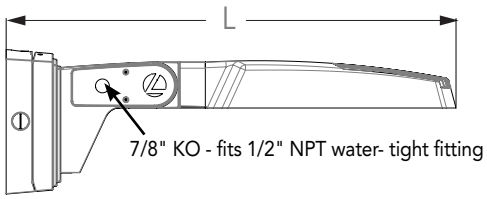
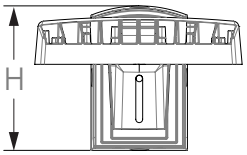
## Dimensions

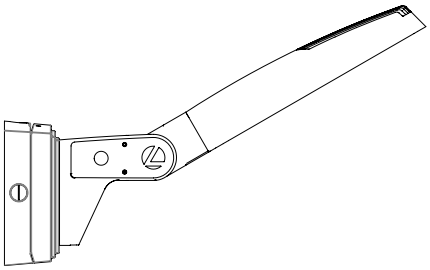
### RSX1 with Adjustable Tilt Arm with Wall Bracket and Surface Conduit Box (AAWSC)




3/4" NPT taps
with plugs - Qty (4)
provided

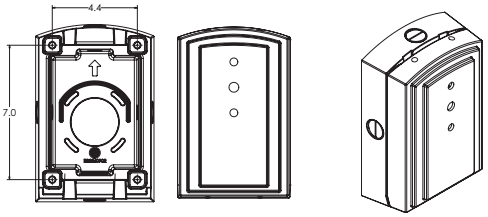


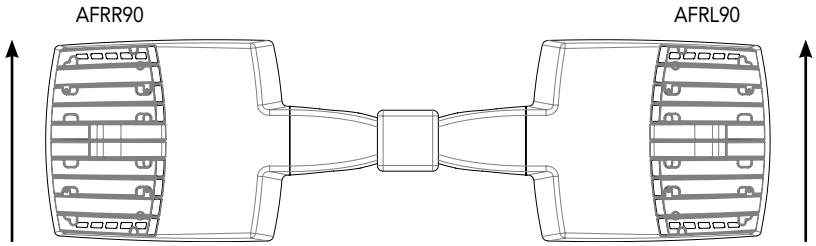



Length: 28.8" (73.2 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm

### Surface Conduit Box (SCB) Mounting Detail




### Automotive Front Row - Rotated Optics (AFRL90/R90)




(Example: 2@180 - arrows indicate direction of light exiting the luminaire)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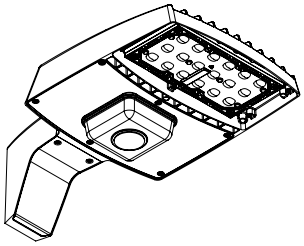
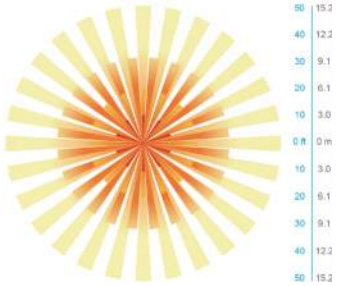
## nLight Control - Sensor Coverage and Settings

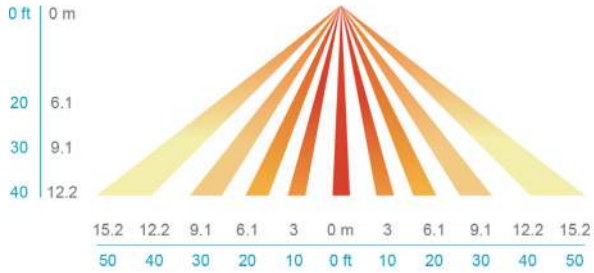
### nLight Sensor Coverage Pattern

NLTAIR2 PIRHN






Top




Side

| Motion Sensor Default Settings - Option PIRHN | | | | | | |
|---|---|---|---|---|---|---|
| Option | Dimmed State (unoccupied) | High Level (when occupied) | Photocell Operation | Dwell Time (occupancy time delay) | Ramp-up Time (from unoccupied to occupied) | Ramp-down Time (from occupied to unoccupied) |
| NLTAIR2 PIRHN | Approx. 30% Output | 100% Output | Enabled @ 1.5FC | 7.5 minutes | 3 seconds | 5 minutes |

*Note: NLTAIR2 PIRHN default settings including photocell set-point, high/low dim rates, and occupancy sensor time delay are all configurable using the Clairity Pro App. Sensor coverage pattern shown with luminaire at 0°. Sensor coverage pattern is affected when luminaire is titled.

## FEATURES & SPECIFICATIONS

**INTENDED USE**
The RSX LED area family is designed to provide a long-lasting, energy-efficient solution for the one-for-one replacement of existing metal halide or high pressure sodium lighting. The RSX1 delivers 7,000 to 17,000 lumens and is ideal for replacing 70W to 400W HID pole-mounted luminaires in parking lots and other area lighting applications.

**CONSTRUCTION**
The RSX LED area luminaire features a rugged die-cast aluminum main body that uses heat-dissipating fins and flow-through venting to provide optimal thermal management that both enhances LED performance and extends component life. Integral "no drill" mounting arm allows the luminaire to be mounted on existing pole drillings, greatly reducing installation labor. The light engines and housing are sealed against moisture and environmental contaminants to IP66. The low-profile design results in a low EPA, allowing pole optimization. All mountings are rated for minimum 1.5 G vibration load per ANSI C136.31. 3G Mountings: Include SPA, RPA, MA, IS, AASP, and AARP rated for 3G vibration. 1.5G Mountings: Include WBA, WBASC, AAWB and AAWSC rated for 1.5G vibration.

**FINISH**
Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures superior adhesion as well as a minimum finish thickness of 3 mils. The result is a high-quality finish that is warrantied not to crack or peel.

**COASTAL CONSTRUCTION (CCE)**
Optional corrosion-resistant construction is engineered with added corrosion protection in materials and/or pre-treatment of base material under super durable paint. Provides additional corrosion protection for applications near coastal areas. Finish is salt spray tested to over 5,000 hours per ASTM B117 with scribe rating of 10. Additional lead times apply.

**OPTICS**
Precision acrylic refractive lenses are engineered for superior application efficiency, distributing the light to where it is needed most. Available in short and wide pattern distributions including Type 2, Type 3, Type 3S, Type 4, Type 4S, Type 5, Type 5S, AFR (Automotive Front Row), and AFR rotated AFRR90 and ARFL90.

**ELECTRICAL**
Light engine(s) configurations consist of high-efficacy LEDs mounted on metal-core circuit boards and aluminum heat sinks to maximize heat dissipation. Light engines are IP66 rated. LED lumen maintenance is >L92/100,000 hours. CCT's of 3000K, 4000K and 5000K (minimum 70 CRI) are available. Fixtures ship standard with 0-10v dimming driver. Class 1 electronic drivers ensure system power factor >90% and THD <20%. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

**STANDARD CONTROLS**
The RSX LED area luminaire has a wide assortment of control options. Dusk to dawn controls include MVOLT and 347V button-type photocells and NEMA twist-lock photocell receptacles.

**nLIGHT AIR CONTROLS**
The RSX LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing with photocontrol functionality and is suitable for mounting heights up to 40 feet. No commissioning is required when using factory default settings that provide basic stand-alone motion occupancy dimming that is switched on and off with a built-in photocell. See chart above for motion sensor default out-of-box settings. For more advanced wireless functionality, such as group dimming, nLight AIR can be commissioned using a smartphone and the easy-to-use CLAIRITY app. nLight AIR equipped luminaries can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclypse. Additional information about nLight Air can be found here.

**INSTALLATION**
Integral "no-drill" mounting arm allows for fast, easy mounting using existing pole drillings. Select the "SPA" option for square poles and the "RPA" option to mount to round poles. Note, the RPA mount can also be used for mounting to square poles by omitting the RPA adapter plate. Select the "MA" option to attach the luminaire to a 2 3/8" horizontal mast arm or the "IS" option for an adjustable slipfitter that mounts on a 2 3/8" OD tenon. The adjustable slipfitter has an integral junction box and offers easy installation. Can be tilted up to 90° above horizontal. Additional mountings are available including a wall bracket, adjustable tilt arm for direct-to-pole and wall and a surface conduit box for wall mount applications.

**LISTINGS**
CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only. U.S. Patent No. D882, 146S

**GOVERNMENT PROCUREMENT**
BAA – Buy America(n) Act: Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations.
BABA – Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.
Please refer to www.acuitybrands.com/buy-american for additional information.

**WARRANTY**
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.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LITHONIA LIGHTING®

| Catalog Number | |
|---|---|
| Notes | |
| Type | |

# FEATURES & SPECIFICATIONS

**INTENDED USE — Quick Ship orders ship in 17 days, to meet a maximum 21 day delivery time.**

Square Straight Steel is a general purpose light pole for up to 25-foot mounting heights. This pole provides a robust yet cost effective option for mounting area lights and floodlights.

**CONSTRUCTION —**

**Pole Shaft:** The pole shaft is of uniform dimension and wall thickness and is made of a weldable-grade, hot-rolled, commercial-quality steel tubing with a minimum yield of 55 KSI (11-gauge, .12"), or 50 KSI (7-gauge, .18"). Shaft is one-piece with a full-length longitudinal high-frequency electric resistance weld. Uniformly square in cross-section with flat sides, small corner radii and excellent torsional qualities. Available shaft widths are 4" and 5".

**Pole Top:** Options include tenon top, drilled for side mount fixture, tenon with drilling (includes extra handhole) and open top. Side drilled and open top poles include a removable top cap..

**Handhole:** A reinforced handhole with grounding provision is provided at 18" from the base on side A. Every handhole includes a cover and cover attachment hardware. The handhole has a nominal dimension of 2.5" x 5".

**Base Cover:** A color matched durable ABS plastic two-piece full base cover, is provided with each pole assembly.

**Anchor Base/Bolts:** Anchor base is fabricated from steel that meets ASTM A36 standards. Anchor bolts are manufactured to ASTM F1554 Standards grade 55, (55 KSI minimum yield strength and tensile strength of 75-95 KSI). Top threaded portion (nominal 12") is hot-dipped galvanized per ASTM A-153.

**HARDWARE** — All structural fasteners are high-strength galvanized carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

**FINISH** — Exterior parts are protected by a TGIC or Urethane polyester powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures superior adhesion as well as a minimum finish thickness of 3 mils. Extra durable standard powder-coat finishes include Dark Bronze, Black and Natural Aluminum colors.

**GOVERNEMENT PROCUREMENT** —
BAA – Buy America(n) Act: Product qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product also qualifies as manufactured in the United States under DOT Buy America regulations.
BABA – Build America Buy America: Product qualifies as produced in the United States under the definitions of the Build America, Buy America Act.
Please refer to www.acuitybrands.com/buy-american for additional information.

**INSTALLATION — Do not** erect poles without having fixtures installed. Factory-supplied templates must be used when setting anchor bolts. Lithonia Lighting will not accept claim for incorrect anchorage placement due to failure to use Lithonia Lighting factory templates. If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage. Lithonia Lighting is not responsible for the foundation design.

**WARRANTY** — 1-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

**NOTE**: Actual performance may differ as a result of end-user environment and application.
Specifications subject to change without notice.

# SSS QS

**SQUARE STRAIGHT STEEL – QUICK SHIP**

BAA BABA

## ORDERING INFORMATION

**Example:** SSS QS 20 4C DM19AS DDBXD

| SSS | QS | | | | | |
|---|---|---|---|---|---|---|
| **Series** | **Quick Ship** | **Pole Length (FT)** | **Nominal shaft size/wall thickness[1]** | **Mounting[2]** | **Finish** | **Options** |
| SSS | QS | 10 10'<br>12 12'<br>14 14'<br>16 16'<br>18 18'<br>20 20'<br>25 25' | 4C 4" 11g (0.120")<br>4G 4" 7g (0.179")<br>5C 5" 11g (0.120")<br>5G 5" 7g (0.179")<br>(See technical information table for complete ordering information.) | Tenon mounting<br>PT Open top (includes top cap)<br>T20 2-3/8" O.D. (2" NPS)<br><br>DSX/RSX Drill mounting[3]<br>DM19AS 1 at 90°<br>DM28AS 2 at 180°<br>DM29AS 2 at 90°<br>DM39AS 3 at 90°<br>DM49AS 4 at 90°<br><br>ESX Drill mounting[3]<br>DM19ESX 1 at 90°<br>DM28ESX 2 at 180°<br>DM29ESX 2 at 90°<br>DM39ESX 3 at 90°<br>DM49ESX 4 at 90° | DDBXD Dark bronze<br>DBLXD Black<br>DNAXD Natural aluminum | L/AB Less anchor bolts (Include when anchor bolts are not needed)<br>VM/original order# Match pole to prior order or project[4] |

**Accessories:** *Order as separate catalog number.*

| | |
|---|---|
| PL DT20 | Plugs for ESX drillings |
| PL DT8 | Plugs for DSX/RSX drillings |
| FVD xxFT | Field installed vibration damper (snake style) |

**PROGRAM RULES:**

1. Only options listed in the ordering tree are valid for the Quick Ship program.
2. Nomenclature must include "QS" after "SSS" to be qualified for Quick Ship. *Example: SSS QS 20 4C DM19AS DDBXD*
3. Total order quantity cannot exceed 10 poles.
4. Anchor bolts will be shipped separately.
5. Quick Ship orders cannot have "Not Before Date" or "Ship Date".
6. Quick ship orders cannot have standard pole lines.
7. All pole orders must include "Call Before Number" to avoid delays.
8. Only customers in USA are eligible.

**NOTES:**

1. Wall thickness will be signified with a "C" (11 Gauge) or a "G" (7-Gauge) in nomenclature. "C" - 0.12" | "G" - 0.18".
2. PT open top poles include top cap. When ordering tenon mounting and drill mounting for the same pole, specify as drilling option/tenon option. The combination includes a required extra handhole. *Example: DM28/T20*.
3. Refer to the luminaire spec sheet for the correct drilling template pattern and orientation compatibility.
4. Must add original order number. Not for replacement parts or post sales issues, contact tech support or post sales teams. VM is used to ensure poles match in appearance exactly from order to order, on a single project site. A common use case would be a multi-phase project with multiple orders. *Example: VM/010-36784*

# Square Straight Steel Poles – QUICK SHIP

| TECHNICAL INFORMATION — EPA ($ft^2$) with 1.3 gust | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Catalog Number | Nominal Shaft Length (ft.) | Pole Shaft Size (Base in. x Top in. x ft.) | Wall thick (in.) | Gauge | EPA ($ft^2$) with 1.3 gust | | | | | | Approximate ship weight (lbs.) |
| | | | | | 80 MPH | Max. weight | 90 MPH | Max. weight | 100 MPH | Max. weight | |
| SSS QS 10 4C | 10 | 4.0 x 10.0 | 0.1196 | 11 | 30.6 | 765 | 23.8 | 595 | 18.9 | 473 | 75 |
| SSS QS 12 4C | 12 | 4.0 x 12.0 | 0.1196 | 11 | 24.4 | 610 | 18.8 | 470 | 14.8 | 370 | 90 |
| SSS QS 14 4C | 14 | 4.0 x 14.0 | 0.1196 | 11 | 19.9 | 498 | 15.1 | 378 | 11.7 | 293 | 100 |
| SSS QS 16 4C | 16 | 4.0 x 16.0 | 0.1196 | 11 | 15.9 | 398 | 11.8 | 295 | 8.9 | 223 | 115 |
| SSS QS 18 4C | 18 | 4.0 x 18.0 | 0.1196 | 11 | 12.6 | 315 | 9.2 | 230 | 6.7 | 168 | 125 |
| SSS QS 20 4C | 20 | 4.0 x 20.0 | 0.1196 | 11 | 9.6 | 240 | 6.7 | 167 | 4.5 | 150 | 140 |
| SSS QS 20 4G | 20 | 4.0 x 20.0 | 0.1793 | 7 | 14 | 350 | 11 | 275 | 8 | 200 | 198 |
| SSS QS 20 5C | 20 | 5.0 x 20.0 | 0.1196 | 11 | 17.7 | 443 | 12.7 | 343 | 9.4 | 235 | 185 |
| SSS QS 20 5G | 20 | 5.0 x 20.0 | 0.1793 | 7 | 28.1 | 703 | 21.4 | 535 | 16.2 | 405 | 265 |
| SSS QS 25 4C | 25 | 4.0 x 25.0 | 0.1196 | 11 | 4.8 | 150 | 2.6 | 100 | 1 | 50 | 170 |
| SSS QS 25 4G | 25 | 4.0 x 25.0 | 0.1793 | 7 | 10.8 | 270 | 7.7 | 188 | 5.4 | 135 | 245 |
| SSS QS 25 5C | 25 | 5.0 x 25.0 | 0.1196 | 11 | 9.8 | 245 | 6.3 | 157 | 3.7 | 150 | 225 |
| SSS QS 25 5G | 25 | 5.0 x 25.0 | 0.1793 | 7 | 18.5 | 463 | 13.3 | 333 | 9.5 | 238 | 360 |

**NOTE:** EPA values are based ASCE 7-93 wind map.
* For 1/2 ft increments, add -6 to the pole height. Ex: 20-6 equals 20ft 6in.

| TECHNICAL INFORMATION — EPA ($ft^2$) WITH 3-SECOND GUST PER AASHTO 2013 | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Series | Mounting Height (ft.)* | Shaft Base Size | 90 MPH | Max. weight | 100 MPH | Max. weight | 110 MPH | Max. weight | 120 MPH | Max. weight | 130 MPH | Max. weight | 140 MPH | Max. weight | 150 MPH | Max. weight | Approximate ship weight (lbs.) |
| SSS | 10 | 4C | 20 | 500 | 16 | 400 | 13 | 325 | 10.5 | 263 | 8.5 | 213 | 7 | 175 | 6 | 150 | 75 |
| SSS | 12 | 4C | 16 | 400 | 13 | 325 | 10 | 250 | 8 | 200 | 6.5 | 163 | 5 | 125 | 4 | 100 | 90 |
| SSS | 14 | 4C | 13.5 | 338 | 10 | 250 | 7.5 | 188 | 6 | 150 | 4.5 | 113 | 3.5 | 88 | 2.5 | 63 | 100 |
| SSS | 16 | 4C | 10.5 | 263 | 7.5 | 188 | 5.5 | 138 | 4 | 100 | 3 | 75 | 1.5 | 38 | 1 | 25 | 115 |
| SSS | 18 | 4C | 8 | 200 | 5.5 | 138 | 4 | 100 | 2.5 | 63 | 1.5 | 38 | 0.5 | 13 | - | - | 125 |
| SSS | 18 | 4G | 13 | 325 | 9.5 | 238 | 7 | 175 | 5 | 125 | 3.5 | 88 | 2.5 | 63 | 1.5 | 38 | 185 |
| SSS | 18 | 5C | 13 | 325 | 9.5 | 238 | 6.5 | 163 | 4.5 | 113 | 3 | 75 | 1.5 | 38 | .5 | 13 | 170 |
| SSS | 20 | 4C | 6 | 150 | 4 | 100 | 2.5 | 63 | 1 | 25 | - | - | - | - | - | - | 140 |
| SSS | 20 | 4G | 10.5 | 263 | 7.5 | 188 | 5.5 | 138 | 3.5 | 88 | 2 | 50 | 1 | 25 | | | 205 |
| SSS | 20 | 5C | 10 | 250 | 7 | 175 | 4.5 | 113 | 2.5 | 63 | 1 | 25 | - | - | - | - | 185 |
| SSS | 20 | 5G | 20 | 500 | 15 | 375 | 11.5 | 288 | 8.5 | 213 | 6 | 150 | 4.5 | 113 | 3 | 75 | 265 |
| SSS | 25 | 4C | 2 | 50 | 0.5 | 13 | - | - | - | - | - | - | - | - | - | - | 170 |
| SSS | 25 | 4G | 5.5 | 138 | 3 | 75 | 1.5 | 38 | - | - | - | - | - | - | - | - | 245 |
| SSS | 25 | 5C | 4.5 | 113 | 2 | 50 | - | - | - | - | - | - | - | - | - | - | 225 |
| SSS | 25 | 5G | 12 | 300 | 8.5 | 213 | 5.5 | 138 | 3 | 75 | 1.5 | 38 | - | - | - | - | 360 |
| SSS | 25 | 6G | 19 | 475 | 13.5 | 338 | 9 | 225 | 5.5 | 138 | 3 | 75 | 1 | 25 | | | 445 |
| SSS | 30 | 4G | 1.5 | 38 | - | - | - | - | - | - | - | - | - | - | - | - | 291 |
| SSS | 30 | 5C | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 265 |
| SSS | 30 | 5G | 6.5 | 163 | 3.5 | 88 | 1 | 25 | - | - | - | - | - | - | - | - | 380 |
| SSS | 30 | 6G | 11 | 275 | 6 | 150 | 2.5 | 63 | - | - | - | - | - | - | - | - | 520 |
| SSS | 35 | 5G | 2 | 50 | - | - | - | - | - | - | - | - | - | - | - | - | 440 |
| SSS | 35 | 6G | 4 | 100 | - | - | - | - | - | - | - | - | - | - | - | - | 540 |
| SSS | 39 | 6G | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 605 |

**NOTE:** AASHTO 2013 design criteria is the most common EPA and uses wind map ASCE7-05. Please review the project Spec document to determine the correct design criteria for the poles on your jobsite.
*For 1/2 ft increments, add -6 to the pole height. Ex:

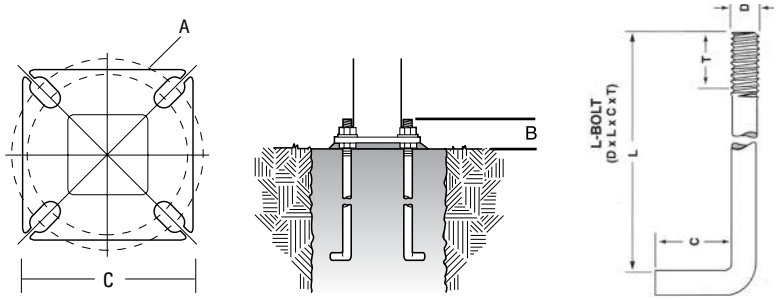


OUTDOOR: One Lithonia Way Conyers, GA 30012 Phone: 800-705-SERV (7378) TechSupport-Lighting@Acuitybrands.com www.lithonia.com © 1994-2025 Acuity Brands Lighting, Inc. All rights reserved. Rev. 01/09/25

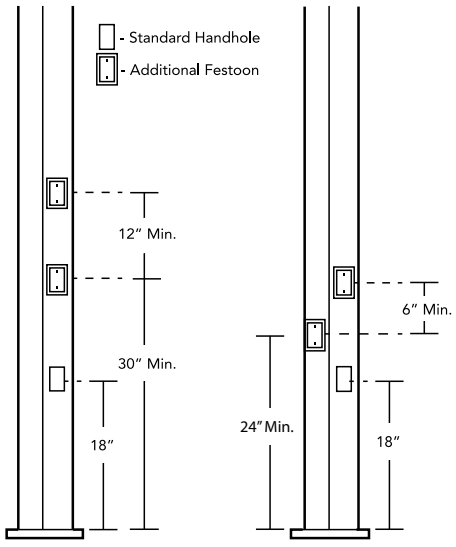
# Square Straight Steel Poles – QUICK SHIP

| ANCHORAGE AND TEMPLATE INFORMATION | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Shaft base size** | **Bolt circle A** | **Bolt projection B** | **Base diameter C** | **Base plate thickness** | **Template description** | **Anchor bolt description** | **Bolt size (in.) D x L x C** | **Anchor bolt/ Template Combo** |
| 4"C | 8" – 9" | 3.25"- 3.75" | 8"- 8.25" | 0.75" | ABTEMPLATE PJ50004 | AB18-0 | 3/4 x 18 x 3 | ABSSS-4C |
| 4"G | 8" – 9" | 3.38"- 3.75" | 8"- 8.25" | 0.875" | ABTEMPLATE PJ50004 | AB30-0 | 3/4 x 30 x 3 | ABSSS-4G |
| 5" | 10" – 12" | 3.5"- 4" | 11" | 1" | ABTEMPLATE PJ50010 | AB36-0 | 1 x 36 x 4 | ABSSS-5 |

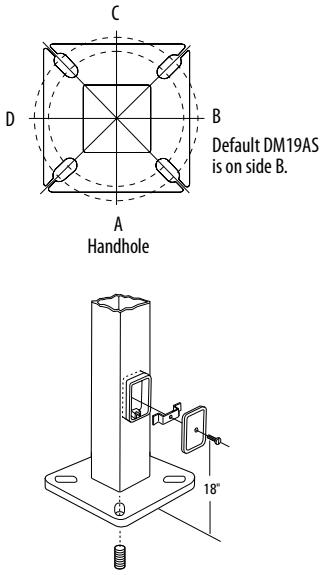
## BASE & BOLT DETAIL




## SQUARE STEEL HANDHOLE AND FESTOON - PLACEMENT RULES




## HANDHOLE DETAIL




**IMPORTANT INSTALLATION NOTES:**

- **Do not** erect poles without having fixtures installed.
- Factory-supplied templates must be used when setting anchor bolts. Lithonia Lighting will not accept claim for incorrect anchorage placement due to failure to use Lithonia Lighting factory templates.
- If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage.
- Lithonia Lighting is not responsible for the foundation design.
- Bolt circles have +/- 1/2" tolerance.

**CAUTION:** These specifications are intended for general purposes only. Lithonia Lighting reserves the right to change material or design, without prior notice, in a continuing effort to upgrade its products.



OUTDOOR: One Lithonia Way Conyers, GA 30012 Phone: 800-705-SERV (7378) TechSupport-Lighting@Acuitybrands.com www.lithonia.com © 1994-2025 Acuity Brands Lighting, Inc. All rights reserved. Rev. 01/09/25

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 384/2025

**SUBJECT:** Approve the award of RFQ/P# 46-009 Inmate Telephone System & Services for the Hall County Jail to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX. The estimated annual cost to exceed $50,000.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** MJS

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the award of RFQ/P# 46-009 Inmate Telephone System & Services for the Hall County Jail to Inmate Calling Solutions, LLC (dba ICSolutions) of San Antonio, TX. The estimated annual cost to exceed $50,000.00.

**History:**

This vendor is in good standing with the County.

**Facts and Issues:**
This is year one (1) of a possible five (5) year contract.

There will be revenue generated from this contract that should offset all of the cost of this service. Staff anticipates this to be an overall cost-neutral agreement.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 50,000.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Restricted Funds |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| MH | JS | SC | AP |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Financial Supplement
Contract
Master Evaluation Scorecard
Signature Request
Cost Proposal

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 384/2025

**Funds Requested:** $ 50,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Restricted Funds

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 203-RESTRICTED PROGRAMS FUND | 3326-SHERIFFâ€JAIL | 523201-COMMUNICATIONS | $50,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** MJS

**Phone:** 770-531-4959

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #: 46-009

For the provision of

## Inmate Telephone System & Services - Jail

**ARTICLE #101 – INTRODUCTION**

This Contract for Inmate Telephone System & Services (hereinafter "Services") is made and as entered into as of July 1, 2025 (execution date) and July 1, 2025 (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and _____ which is principally located at _____. (hereinafter "Contractor").

**WHEREAS,** Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties", and,

**WHEREAS,** nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect, and,

**WHEREAS,** Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation, and,

**WHEREAS,** the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS,** this contract will become legally binding upon signature and execution by both Parties; and,

**WHEREAS,** any documents, exhibits, attachments, plans, or references are all incorporated herein by reference, and,

**NOW THEREFORE,** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

**ARTICLE #102 – CONTRACT**

A. Contractor agrees to provide the Services to the County as detailed in the Scope of Work. Unapproved work outside the Scope of Work may not be compensated.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet, which shall be fixed and firm for the duration of the contract unless modified by mutual consent via Amendment or Renewal.

**ARTICLE #103 – NOTICES**

To the extent that either Party to this Contract is required to provide notice(s) to the other Party in compliance herewith, then the Party shall direct notice(s) to the following persons:

**COUNTY PROJECT MANAGER**
Jason Smith
Major
Hall County Jail
1700 Barber Road
Gainesville, GA 30507
jsmith@hallcounty.org
Ph: 770-531-3934

**COUNTY ISSUING OFFICER**
Mike Hawkins
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org
Ph: (678) 696-2497

**CONTRACTOR'S CONTACT INFORMATION**

Contact Names: _____

_____

Company Name: _____

Physical Address: _____

**REMIT TO ADDRESS (if different):** _____

_____

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

_____

_____

_____

The Contract shall be exclusive throughout its term with respect to the Services being provided; however, County reserves the right to select other Contractors to provide the Services similar to those described in this Contract if the Contractor fails to perform after notice thereof in accordance with Article #107.

ARTICLE #105 – CONTRACT TERM

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

In the event that either Party to this Contract breaches this Contract, including failure to meet the timelables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

   Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

   **Definition:** The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*

C. **Transition Cooperation with the County and Cooperation with Other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

D. If at any point during the life of this Agreement the Federal Communications Commission ("FCC") takes any action, or there is action is taken by another legislative body, that materially alters what is required of Hall County Sheriff's Office's to comply with the Martha Wright-Reed Act, Hall County Sheriff's Office shall be entitled to immediately renegotiate the terms and pricing of the Agreement with the Vendor. If what is required to be in compliance with the Martha Wright-Reed Act does materially change during the life of this Agreement and Hall County's Sheriff's Office wishes to enforce their right to renegotiate any terms or pricing of the Agreement Hall County Sheriff's Office shall provide Vendor with written notice of the material change and notify Vendor of what terms and/or pricing they wish to renegotiate. If thereafter the parties cannot agree to new terms and/or pricing Hall County Sheriff's Office shall be entitled to terminate the Agreement, without penalty, by providing the Vendor written notice at least five (5) days in advance of the date upon they wish the Agreement to terminate. A termination of the Agreement by Hall County Sheriff's Office under this provision shall not in any way be considered a breach or cause Hall County Sheriff's Office to be liable for damages of any kind.

**ARTICLE #108 – TERMINATION PROVISIONS**

The County may terminate this Contract by providing sixty (60) days written notice to the Contractor at any time. Should the County terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of this Contract up to the date of termination.

A. **Termination for Convenience.** Following sixty (60) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.

2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:
   1. Immediately terminate the Contract for default without additional written notice; and/or,
   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
   3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.

F. **Payment Limitation in Event of Termination.**
In the event of termination of the Contract for cause by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract. Contractor's financial offer to County is based on the expectation of a term of at least three years, inclusive of optional renewal terms (collectively, the "Cost Recovery Period"). In the event County terminates the Contract for convenience (without cause) pursuant to Article #108.A, or otherwise elects not to renew the Term pursuant to Article #105, prior to completion of the Cost Recovery Period, then County shall reimburse Contractor for its cost to deliver and implement inmate communication services at the rate of $12,000.00 per month for each month that would have otherwise remained in such Cost Recovery Period."

G. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
5. 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

The Parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR**

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

**ARTICLE #111 – USE OF THIRD PARTIES**

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

**ARTICLE #112 – ENTIRE CONTRACT**

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

**ARTICLE #113 – SEVERABILITY**

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

**ARTICLE #114 – RECORDS**

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

**ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS**

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

**ARTICLE #116 – WAIVER**

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

**ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS**

A. The County has the right at any time to require the Contractor to put an immediate

stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.

C. Contractor agrees to obtain prior written approval from the County for the use of sub-contractor(s) to provide the Services described in Scope of Work prior to sub-contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

**ARTICLE #118 – INSURANCE REQUIREMENTS**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract subject to insurance policy terms and conditions. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

**Commented [LB1]:** The insurance policy will always have Terms & Conditions that apply independent of what indemnification obligations might be shown elsewhere in the contract.

**Workers Compensation Insurance:** Required for all contracts.

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $500,000 Bodily Injury by Disease – Each Employee

**Additional Provisions:** Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

**General Liability Insurance:** Required for all service contracts.

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate

- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury

- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

**Commercial Auto Liability Insurance:** Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

**Additional Provisions:**

- 
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

Commented [LB2]: ICSolutions does not maintain uninsured motorist coverage.

**Umbrella Liability Insurance:** Required for all contracts.
$1,000,000 per Occurrence

**Additional Provisions: Required for all contracts.**

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

**Crime Insurance:** Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- $1,000,000 Employee Dishonesty
- $1,000,000 Funds Transfer Fraud
- $100,000 Money & Securities
- $1,000,000 Computer Crime
- $100,000 Social Engineering or its equivalent

**Cyber Insurance:** Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 Annual Aggregate
- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses

- $50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

**Additional Provisions:** Coverage shall include at a minimum:
- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or Contracting information is obtained or accessed
- Ransomware

**Professional Liability Insurance (Errors & Omissions):** Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. Upon Contract Execution, the County will issue a Notice to Proceed ("NTP") and a Purchase Order ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Contractor's representative in ARTICLE #103 – NOTICES.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a NTP will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**
   1. Contractor shall invoice the County via email each month sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not

constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit C – Mandatory Cost Proposal Worksheet.

2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Prior to Substantial Completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, in each case, the aggregate of payments previously made.
8. Retainage payments shall be paid by County after final acceptance of work.

**C. Unsatisfactory Performance/Delay of Payment**

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS.*
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not factor or assign payments to another entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS** (if required)

The Contractor must furnish to the County both a performance and payment bond, both equal to one-hundred percent (100%) of the Contract's total award dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to the commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null and void and thus not eligible for compensation.

**ARTICLE #124 – RETAINAGE** (If required)

The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

**ARTICLE #125 – VENUE AND GOVERNING LAW**

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

**ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

**ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)**

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

**ARTICLE #128 – ORDER OF PRECEDENCE**

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

**ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

The successful respondent hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense. This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

**ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.

4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "Contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.

21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its sub-Contractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR), 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Contractor's Full Legal Name Below:

**Inmate Calling Solutions, LLC**
**d/b/a ICSolutions**

By: _____

Print Name: ~~Mike Kennedy~~

Title: Vice President Sales & Marketing

Sworn to and subscribed before me this

6 Day of May, 2025.

Notary Public: MARIA MANZANILLA

Notary commission expires: May 19, 2028

[Use of Signiti – Seal or Stamp]

MARIA NATALIA MANZANILLA
Notary Public, State of Texas
Comm. Expires 05-19-2028
Notary ID 130565609

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of
Commissioners

Date: _____

Attestation: _____
*Board of Commissioners Clerk*

**APPROVED AS TO FORM**

Nathaniel R. Anderson,
Senior Assistant County Attorney

**ICSolutions Note:**
In the event of an award to ICSolutions in this procurement, ICSolutions agrees to enter into a formal agreement "substantially in the form of 'EXHIBIT B – CONTRACT FOR SERVICES,'" and has indicated our agreement by signing the contract as required by RFQ/P p. 2, under the heading "Legally Binding Agreement." We have noted our exceptions to contract terms by redlining the document above. We would be happy to discuss the details of these exceptions at the County's request.

**Bid Number:** 46-009
**Bid Title:** Inmate Telephone System & Services - Jail (Addendum 1)
**Category:** Bids & Proposals
**Status:** Open

Description:

**Request for Qualifications with Cost Proposals**

**ADDENDUM #1**

**RFQ/P #46-009**

April 30, 2025

For the provision of

INMATE TELEPHONE SYSTEM & SERVICES - JAIL

Hall County, Georgia, (herein "County" or "Owner") a municipal entity of the State of Georgia, Public Works and Utilities Department, located at 2875 Browns Bridge Road, Gainesville, GA 30504, hereby gives this Addendum #1 on the project known as Inmate Telephone System & Services for the Hall County Jail (herein "Services") located at 1700 Barber Road, Gainesville, GA 30507.

The following questions were submitted by various vendors. The answers are provided in **bold lettering.**

Select Language
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May we have a copy of your current menu with pricing? **Attached**

What were annual gross commissary sales for 2024? **Attached**

What are your annual commissary sales excluding postage, phone time, care packages and sales tax? **#2 does not include phone or care package**.

What is your current commissary commission rate? **20%**

May we have copies of the last three months' commissary sales invoices? **Attached**

May we have a product sales report for one (1) month? **We do not have access to this side of commissary reports**

What were gross sales made via the Care Package (Secure Pak) website in 2024? **$96,777.22 (Total sales)**

What is the current commission rate on care package (Secure Pak) website sales? **20%**

May we have copies of the last three months' care pack sales invoices? **Attached**

How many vending machines are required? **24**

What were gross sales made via the vending machines in 2024? **$519,250.50**

What are sales made via the vending machine YTD? **$134,030.42 (Jan-Mar 2025)**

What is the commission on vending sales? **20%**

Can you please provide a vending menu with pricing? **Attached**

Google Translate

May we have copies of the last three months of vending sales invoices? **Attached**

What are the weekly spending limits for commissary, web and vending? **Commissary $120.00 ($60 food / $60 non-food). One SecurePak per week. $30 in a 24 hour period for vending.**

What is the current commissary delivery schedule at the jail? **Commissary and SecurePaks are delivered on Wednesday afternoon.**

How do inmates currently place commissary orders? **Kiosks.**

Please provide a list of all equipment (computers, printers, kiosks, inmate vending machines, servers, etc.) provided by the current commissary vendor. **Inmate Arm bands, internet for their software, vending machines, kiosk, see scope of work.**

What is the average number of commissary orders placed per week? **Approximately 200 per week.**

Does the current vendor provide your indigent kits? If yes what products (please include size) are in the indigent kit? **No**

What is the cost of the indigent kit? **N/A indigent kits are not provided by Commissary provider. $1.65 is cost by contracted supplier.**

Does the current vendor empty the booking kiosk and the lobby kiosk? **Lobby Kiosks only.**

Regarding vendor labor on-site:

1. How many employees (or officers) does the vendor employ? **17 total that work on a rotating basis.**
2. What is their current rate of pay? **$160 per person per week for vending(must vend 2x per week). 6 people at $160 per week for commissary delivery.**

Google Translate

3. How many hours per week do they work? **4 hours**
4. What days a week do they deliver commissary? **Commissary is delivered on Wednesdays; vending machines are filled on Tuesday and Thursdays.**

Does the current vendor utilize any inmate workers? **The current vendor does not utilize any inmate workers.**

May we have a copy of your current commissary agreement? **Attached**

Please provide commissary sales history for the last 6 to 12 months, including online sales and vending sales, if applicable. **Attached 2024 sales**

What is your current commissary commission rate(s) for fulfillment, vending, and online products? **20%**

How many vending machines do you want for your facility? **24**

Do you know where you want these machines placed within your facility? **Yes**

Please provide your current commissary menu and pricing **Attached**

Can the county provide the current ITS call rates, video visitation rates, email rates, tablet rates, video messaging rates etc.? **Available in contract**

Please outline the fees that are being charged to end-users: **Available in contract**

1. Bill Statement Fee,
2. Prepaid Account Funding Fee via Web,
3. Prepaid Account Funding Fee via IVR,
4. Prepaid Account Funding Fee via Live Operator,
5. Fees for Instant Pay Calls

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Section 3. Inmate Commissary and Vending Services, C. i states "Contractor Shall offer transcription and/or translation of calls, as an option." This requirement appears to apply to inmate telephone service but is located in the Commissary and Vending section. Will the County please confirm that this requirement is for inmate telephone calls? **Inmate Telephones**

Section 4. Inmate Mail System, 3 states " To ensure the best level of support, Contractor must be the prime contractor of the DPMS proposed. DPMS provided by a subcontractor, third party or affiliate will not be accepted." We are concerned that that aspect of RFP requirement is specific to a single vendor's solution and, as the requirements are written, cannot be met by any other solution provider without custom development. We are concerned that the requirement as written does not provide a level playing field and gives one vendor an advantage in advance of the evaluation. To establish a level playing field would the County be open to receiving bids that accomplish the required functionality and include the use of a subcontractor? Specifically in this case, a subcontractor could be used to provide a solution where the receipt and scanning of the mail is the part of solution where a third party is utilized, but the storage, tracking, investigative and inmate delivery via the tablet and tablet application is developed and managed by the prime contractor. Some vendors have chosen to partner with a third party to ensure that customers receive the best possible solution in that both the prime contractor and vendor are performing the functions that are within their core expertise and in the best interest of the customer. Would the County consider this a compliant response? **We don't see where this would cause an issue.**

Section J Hardware, as Described Herein, 8, Attorney Visitation phones states, "6 sets of 8 phones (on inmate side, one public side)." Are these phones currently installed? If so, are they currently recorded by the inmate telephone system? **Yes, currently**

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**installed by current contractor and are recorded with the exception of 12 designated private phones.**

Will the County provide 6-12 months of call data/minutes of use (MOU)? Commission statements are the best source for this information. This will allow us the ability to place a value on this solicitation, therefore identifying all services that we can provide to the County with our offer. We do not need to see the commission amount returned to the County just the data within each monthly report. **See Hall Co. Commissions 2024**

Can the County provide a complete breakdown on the housing locations for the main facility, and the work release and house arrest and hardware per housing unit at each facility to include bed count, phones, commissary kiosk and visitation kiosks? **See attached "Hardware List by Pod"**

In the Bidder Response Section of the RFP it states, "Technical Qualifications Each bidder must provide three (3) hard paper copies, with one (1) marked "Original" and two (2) marked "Copy" of their Technical Qualifications response. Submit all three (3) hard paper copies in a sealed envelope(s) separate from the Cost Proposal. Cost Proposal Bidders are to also submit three (3) hard paper copies with one (1) marked "Original" and three (3) marked "Copy" of their Exhibit C – Mandatory Cost Proposal. However, in Section 6.0 Submission of Proposals, 6.1 the requirement states "The County requests that Bidders submit proposals addressing all items listed below. Failure to include any of these mandatory documents may result in disqualification. All responses must be in writing. Bidders should submit one (1) copy of marked "Original" and Three (3) marked "Copy" and all documents loaded onto one (1) USB flash drive in MS Word, Excel and PDF formats depending on the document with the technical response and cost proposal separated into two different file folders on the USB flash Drive. Will the

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County please confirm that the technical and cost proposal submitted should be an original and 3 copies of each? **Yes, that is correct.**

Section 8.0 Selection Process, 8.5 states "Respondents are encouraged to submit clear and concise responses and excessive length, or extraneous information is discouraged. In an effort to ensure our ability to evaluate and choose a successful Firm, respondents are encouraged to organize their proposal as follows: Section 1 – Cover Letter and Executive Summary Section 2 – Answer all Mandatory Scored Questions Section 3 – Cost Proposals Submitted in a separate sealed envelope." Does the County want responses to Section 4.0 Scope of Work? If so, where should this information be placed in the response? **In the technical response envelope.**

Will the County accept additional sections to accommodate attachments and signed addenda? For example, would the County accept a proposal that is assembled as follows: **Yes, that will be fine as long as all required questions are answered and required documents are signed.**

| Table of Contents

1. | Cover Letter & Executive Summary
2. | Mandatory Scored Questions
3. | Cost Proposal
4. | Mandatory Exhibits
5. | Attachments

Is it acceptable for vendors to provide material deemed confidential in a separate envelope marked confidential with our response? Should this information be provided as a separate file in the USB drive? **There is no confidentiality when doing business with the government. Everything is subject to open records request.**

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Exhibit G, Mandatory Scored Questions, line item number 20 states "provide a detailed description of how the firm proposes to approach this project. Include IT system to be used, the requirements for the system, implementation and service / support from the customer service department." Can you confirm vendors can provide a timeline based on business days as this is the industry standard? **Yes**

On page 9, Evaluation criteria will include, but are not limited to a)Number of Years in Business – The length of time the firm has been operating and its experience in the industry. b. Firm's Organization & Management Structure – Overview of company leadership, key personnel, and internal management approach. c. Firm's Facilities & Equipment – Description of physical resources, technology, and infrastructure available to support service delivery. d. Experience with Similar Contracts – Demonstrated experience in providing inmate communication and/or commissary services to similar entities. e. References – Testimonials or contact information for past and current clients who can verify the firm's reliability and performance. f. Current Contracts of Similar Scope – Details of ongoing contracts comparable to the County's requirements. g. Professional Staff Availability – The number of dedicated professionals assigned to support this contract. h. Standby or Temporary Staff for Emergencies – Availability of backup personnel to address unforeseen needs or service interruptions during the contract term. Where should these items be included in our response to the County? **In the technical response envelope.**

Can we provide multiple offers by duplicating Exhibit C, Cost Proposal form? **No, only one bid per company is allowed.**

Exhibit G, Mandatory Scored Questions, line item number 5 states "This RFQ/P has a total potential of 1,000 points for a perfect score. The bidder with the closest score to 1,000 will be the apparent contract award winner. Of the 1,000 points, we use an 80/20

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score ratio, with 80% (800) available points for your technical qualifications response, and 20% (200) available points for your cost proposal response. Bidders must respond to all questions below or receive a 0% score. Each question is weighted and scored for completeness, technical abilities and qualifications. Provide enough detail to answer the questions. Apparent winner(s) may be invited to interview, perform demonstrations, or asked to enter into further negotiations. Answer in the cells provided or use additional pages and attach as needed."

On Page 9 Evaluation criteria will include but are not limited to a)Number of Years in Business – The length of time the firm has been operating and its experience in the industry. b. Firm's Organization & Management Structure – Overview of company leadership, key personnel, and internal management approach. c. Firm's Facilities & Equipment – Description of physical resources, technology, and infrastructure available to support service delivery. d. Experience with Similar Contracts – Demonstrated experience in providing inmate communication and/or commissary services to similar entities. e. References – Testimonials or contact information for past and current clients who can verify the firm's reliability and performance. f. Current Contracts of Similar Scope – Details of ongoing contracts comparable to the County's requirements. g. Professional Staff Availability – The number of dedicated professionals assigned to support this contract. h. Standby or Temporary Staff for Emergencies – Availability of backup personnel to address unforeseen needs or service interruptions during the contract term.

How will the County evaluate the items outlined on page number 9 a-h if each question in Exhibit G, Mandatory Scored Questions is required and weighted at 80%? **The 80% weighted answers are only from the answers provided in Exhibit G.**

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Does the County expect vendors to provide the law library license or does the County just need access to the law library? **Vendor to provide Law Library**

Can the County provide the distance between the main facility and work release and the house arrest location? **Work Release and the Main facility are located at the same location. Offenders assigned to House Arrest are not on site but report to the facility.**

We respectfully request that County, extend the bid submission date by two weeks from the date when final Addenda and Questions/Answers to Proposer questions are provided. This would allow vendors to have an adequate opportunity to review answers to questions that are currently only known to the incumbent provider. The current schedule accepts questions until April 24, 2025, which is only (7) seven business day(s) prior to when vendors will need to ship their proposals. **The bid opening will remain on May 8, 2025, at 2:00 pm EST.**

How many TTY/TDD telephones are required? **1 in admission**

Can County, provide a firm date on when all answers will be provided to vendor questions and a firm date on when a final addendum would be released? As all addenda must be signed, this will allow vendors to plan for document execution in time for shipping. **This addendum will be issued by May 1, 2025.**

Where are the IPRO telephones located? **All phones are located in the pods, admissions and a rolling cart for medical.**

Section 5, Inmate Banking Software, letter I, Recoverable Transactions and Inmate Debts, sub bullet #4 states "Collection at Time of Reinstatement – Remaining uncollected recoverable amounts may be collected during reinstatement should the inmate return to the facility at a future date o". Will the County please provide the complete requirement for this bullet point? **If an inmate owes money (like for**


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**damage, fees, or other charges) and hasn't paid it all before leaving the facility (for example, if they are released), the unpaid portion is still considered collectible.**

**If that same person comes back to the facility later (like if they are re-incarcerated), the facility can try to collect the remaining unpaid amount at that time. So basically: just because the inmate leaves doesn't mean the debt is erased—if they come back, the facility can pick up where they left off in collecting what's owed.**

Can the County confirm whether there is existing Cat5 or Cat6 fiber for video visitation available to the new provider? **Cat 5**

Section 6.4 provides the following list of items to include with our response:

Exhibit A –Bid Response Sheet (Signed)

Exhibit B – Contract for Services (Signed) Exhibit D – Completed W-9 Form (Signed) Exhibit E -

E-Verify Affidavit (Signed) Exhibit F –Ethics Affidavit (Signed)

Exhibit G –Scored Questions Any Addenda (Signed)

Copy of your Business License Certificate of Insurance

Copy of Professional Licenses or Certifications

Will the County accept a Sample Insurance Certificate with the understanding that the selected vendor will provide an insurance certificate upon notification of award? **Yes**

Will the County allow vendors to conduct a facility walkthrough prior to RFQ/P submissions? **Yes, please contact 1st Jeff Ashley for scheduling**

Google Translate

RFQ/P documents state "Indigent Tablets will be at least 10 % of Average Daily Population (650)". Can the County clarify what is requested to be available on an indigent tablet? **Books, education, religious, apps to occupy idle minds, legal resources**

How many tablets does the County currently have at the facility? **748 on site, 84 additional in transit for repair.**

Who is the County's current Inmate Telephone Provider? **Securus**

Is the County still receiving a commission on inmate telephone and/or video visitation services? If so, what are those commission rate(s)? **We are no longer receiving commission**

Can the County clarify what is meant by "Officer Tablets for inventory and behavior modifications (14) unless web-based". **Tablets used by facility staff to control inmate tablets, such as turning off a tablet while in use. If web based behavior modifications are available, the tablets are not needed.**

What is the County's current commission rate for commissary? **20%**

How many vending machines does the County wish to have installed and is there existing infrastructure for the machines? **30, infrastructure in place for 24.**

Does the facility have a loading dock? **Yes**

Can the County provide a breakdown of dorm locations and number of inmates in each dorm location? **Attached**

Can the County provide previous 12 months commissionable commissary sales? **Attached**

Can the County provide previous 12 months inmate phone sales data? **Attached**

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Can the County provide the current commissary menu? **Attached**

Who currently distributes commissary to the inmates? **Jail staff, employed by contractor**

How many full-time employees does the current commissary vendor provide the County? **17 total employees**

How many part-time employees does the current commissary vendor provide the County? ? **17 total that work on a rotating basis**

When does the County expect to award the contract? **It depends on how long the evaluations will take to complete. June 6, 2025, is the latest we can put this before the Board of Commissioners for their approval and to have the new contract in place by July 1, 2025.**

How long after contract award does the County wish to have the new system installed? **Everything needs to be in place and ready by July 1, 2025.**

Would Hall County please provide a copy of the revenue and commission reports for all revenue generating services (phones, video visitation, e-messaging, etc.), covering the last 6-month period? **Attached**

Would Hall County please provide us with a copy of the current inmate communications agreement, along with any amendments available? **Attached**

Would Hall County please provide the current rates for all revenue generating services currently installed (i.e. phone calling, video visits, e-messaging, streaming services, entertainment, etc.)? **In contract**

Can you please confirm whether the Male and Female Work Release and House Arrest facilities are two separate locations? **Male and Female work**

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**release are located at the jail. House Arrest inmates report to jail. No services are needed for this location.**

1. If so, what JMS system is used for each facility?
   **Central Square One Solution JMS**

We would like to respectfully inquire if Hall County would consider granting a two-week extension to the RFP submission deadline, if possible? **The bid opening will remain on May 8, 2025, at 2:00 pm EST.**

Please provide the average daily population for the last three months, broken down by month, if possible. **675**

Please provide a copy of each agreement/contract and all amendments (if applicable) the County has executed with its incumbent inmate Telephone System (ITS), Video Visitation System (VVS), Tablet, Commissary and Banking/Trust Fund provider(s). **Attached**

How many inmate multi-function/video visitation kiosks are currently installed? **Attached**

How many public user video visitation kiosks are currently installed? **We do not offer on-site visit**

Please provide a breakdown by housing unit of the inmate capacity in each. The inmate capacity for each cell block is necessary for determining network requirements. **Attached**

Google Translate

Who is the County's current commissary service provider? **Keefe**

How is commissary ordered today? **Kiosk in pods**

Who is the County's current inmate banking/trust fund services provider? **Keefe**

Is the inmate banking/trust account managed through the commissary system or the Jail Management System (JMS) or other system? If other, please specify. **Commissary**

Please provide the current service and commission rates associated with each of the following inmate services: a). ITS, b). VVS, c). Electronic Messaging (aka Email) and d). Entertainment/Media. *NOTE: If any inmate service is not currently utilized by the County or is not relevant to the RFP, please mark the appropriate service item response as "not applicable."* **Attached**

To allow a vendor to present their best possible offer, it is very important to have historical information regarding revenue data for current inmate services. Will the County please provide copies of Service Usage/Revenue/Commission reports for the past three months for the following County services: a). ITS, b). VVS, c). Electronic Messaging (aka Email) and d). Entertainment/Media? *NOTE: If any inmate service is not currently utilized by the County or is not relevant to the RFP, please mark the appropriate service item response as "not applicable."* **Attached**

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What limits does the County place, if any, on use of the services in this RFP such as maximum number of ITS calls, onsite visits allowed per week (or other interval), remote visits per week, calls per week, minutes per call/visit, etc.? **Must comply with Marth Wright-Reed Act**

The RFP indicates that the County currently has an inmate tablet rental program in place. Will the County please provide the following details regarding its current inmate tablet rental program:

a.) Who is the current tablet manufacturer/provider? **SECURUS**

b.) How many tablets does the County have today? **748 tablets at facility with 84 in transit.**

c.) Do inmates share the tablets? **Inmates are assigned a tablet at the moment**

d.) How do they check them out? **Inmates request tablets on kiosk and are distributed and collected daily by jail staff.**

e.) What services are currently available on the tablets (i.e., education, electronic messaging, entertainment, video visitation, etc.), **Tablets offer streaming services, e-messaging, educational, phones and religious material.**

f.) How many tablet charging stations are currently installed? **12**

g.) What are the costs/fees associated with renting an inmate table? **$15 subscription**

h.) Will the County please provide monthly revenue/commission reports regarding inmate tablet device rentals for the past three months? **Attached**

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How many officer tablet devices are currently available in the facility? **10**

Do you currently have an inmate tablets program? **Yes** If so:

a.) Whó is the current tablet manufacturer/provider? **Securus**

b.) How many tablets does the County have today? **748 tablets at facility with 84 in transit.**

c.) Do inmates share the tablets? **Inmates are assigned a tablet at the moment**

d.) How do they check them out? e.) **Inmates request tablets on kiosk and are distributed and collected daily by jail staff.**

e.) What services are currently available on the tablets (i.e., education, electronic messaging, entertainment, video visitation, etc.) and f.) **Tablets offer streaming services, e-messaging, educational, phones and religious material.** How many tablet charging stations are currently installed? **12**

6.0 SUBMISSION OF PROPOSALS, #6.4, (pg 26) lists the exhibits and other documentation to be included in the Technical Qualifications packet and the Cost Proposal packet. 8.0 SELECTION PROCESS, #8.5, (pg 27) provides the following suggested organization for the proposal: ? Section 1 – Cover Letter and Executive Summary, ? Section 2 – Answer all Mandatory Scored Questions (Exhibit G), ? Section 3 – Cost Proposals Submitted in a separate sealed envelope. Please confirm the following to clarify the preferred proposal organization:

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a). • "Section 1 – Cover Letter and Executive Summary" AND "Section 2 – Answer all Mandatory Scored Questions" should both be included in the Technical Qualifications packet.; **Yes**

b). The required exhibits and documentation that are to be included in the Technical Qualifications packet (in addition to Exhibit G) can be included in "Section 2," as outlined in #8.5; **Yes**

c). Please confirm if you require individual responses to the requirements on pages 10-22. These are not included in 6.0 SUBMISSION OF PROPOSALS or 8.0 SELECTION PROCESS. **Yes**

After the first round of questions is answered, will the County accept additional questions if clarification is needed for any of the County's responses? **No**

Regarding the required four (4) hour guaranteed service response time, 24/7/365 for Vending Machines:

- Can you confirm whether the current vendor consistently meets this response time requirement? **Machines have only had any issues that required a technician, the technician arrived next day. The machines are usually maintained by Hall County Maintenance Staff.**
- Does the current vendor employ a dedicated technician or maintain on-site personnel at the jail to fulfill this service commitment? **Vendor Supplied for more technical issues that cannot be locally repaired.**

Regarding the "Hardware" section:

Google Translate

- The section does not specify vending machines as required hardware. Can you confirm the number of vending machines, if any, that are expected to be installed at the facility? **See attached**
- Additionally, would Hall County be open to considering a commissary solution that does not rely on traditional vending machines, but instead utilizes alternative on-site sales methods (snack packs, pre-order, and delivery systems), especially if it offers a higher commission rate than the current vending machine program? **The preferred on-site sales method is vending machines, but the Jail would be open to seeing proposals that could offer alternative on-site sales methods.**
-

Regarding the stated inventory of "up to 1:1" for inmate tablets:

- Would Hall County consider an alternative ratio, such as 2:1 or 3:1 (inmates per tablet), if supported by data demonstrating improved program efficiency, higher utilization, or a better financial return compared to a 1:1 ratio? **We would like to remain at a 1:1 ratio.**

In order to provide our best possible offer, it is very important to have historical usage data for all revenue streams. This data is necessary to estimate costs as well as potential revenues. The current vendor has access to this information, so distributing the information to other vendors in a timely fashion will ensure a level playing field for all bidders. Please provide as much data as possible from the following table: **Phone rates are regulated by Marth Wright-Reed Act.**

**See Call Detail Report attached**



Google Translate

| Call Category | # of Calls<br><br>Per Month | # of Minutes<br><br>Per Month | Total Revenue<br><br>Per Month |
|---|---|---|---|
| LOCAL – Collect | | | |
| INTRALATA – Collect | | | |
| INTERLATA – Collect | | | |
| INTERSTATE – Collect | | | |
| LOCAL – Debit | | | |
| INTRALATA – Debit | | | |
| INTERLATA – Debit | | | |
| INTERSTATE - Debit | | | |
| International - Debit | | | |
| LOCAL – PrePaid Collect | | | |



Google Translate

| | | | |
|---|---|---|---|
| INTRALATA – PrePaid Collect | | | |
| INTERLATA – PrePaid Collect | | | |
| INTERSTATE – PrePaid Collect | | | |
| Tablet Revenue | # Transactions Per Month | Cost Basis (per minute / message / month / song purchase, etc.) | Total Revenue Per Month |
| Tablet Lease | | | |
| Electronic Messaging | | | |
| Video Messaging | | | |
| Entertainment Content | | | |
| Video Visitation Revenue | # Visits Per Month | # of Minutes per Month (if minute based) | Total Revenue Per Month |
| Video Visitation | 1179 | | |



Google Translate

Please provide several recent revenue or usage reports for the Jail, showing calls, minutes and revenue (or at minimum paid minutes). **See Call detail report attached**

| Row Labels | Count of Description | Sum of Amount |
|---|---|---|
| CM VT VS CHBK Reversal | 1 | $30.00 |
| Completed Call | 28732 | ($21,749.47) |
| Debit Reversal | 2 | $30.00 |
| DM Refund Transaction | 39 | ($806.34) |
| DM VT MC CHBK | 4 | ($135.00) |
| eMessage Stamp Purchase | 293 | ($310.00) |
| MoneyGram Payment | 2 | $100.00 |
| Site Issued Debit | 196 | ($2,866.85) |
| Tablet Game | 136 | ($878.46) |
| Tablet Game Credit/Refund | 4 | $22.96 |
| Tablet Game Subscription | 55 | ($250.65) |
| Tablet Movie Rental | 1292 | ($8,435.08) |
| Tablet Movie Rental Credit/Refund | 5 | $30.95 |

Google Translate

| | | |
|---|---|---|
| Tablet Music | 846 | ($1,928.61) |
| Tablet Music Subscription | 47 | ($519.55) |
| Tablet Subscription | 199 | ($3,193.95) |
| Tablet TV Episode | 1268 | ($3,142.50) |
| Tablet TV Episode Refund | 2 | $4.98 |
| Vantiv Mastercard Card Payment | 383 | $10,488.25 |
| Vantiv Visa Payment | 1524 | $34,346.01 |
| **Grand Total** | **35030** | **$836.69** |

In order to help us evaluate usage data and recognize additional revenue potential, it is very helpful to have the rates currently being charged to end-users under the current contract. Please provide the following information: **Phone rates are regulated by Martha Wright-Reed Act.**

**Data Below is from 3/26/2025-04/25/2025-See attached call detail report**

| **Summary** | |
|---|---|
| Attempts | 161619 |



Google Translate

| | |
|---|---|
| Complete | 60845 |
| Incomplete | 100774 |
| Duration(Secs) | 28178342 |
| Duration(Mins) | 469639.03 |
| Average Call Length(Secs) | 174 |
| Total Debit Minutes | 223898.22 |
| Total Debit Complete Calls | 28717 |
| Total Debit Incomplete Calls | 47388 |
| Total Debit Charges(Excluding Taxes & Fees) | $21,306.00 |

| **Call Category** | **Rate for First Minute** | **Rate for Each Additional Minute** |
|---|---|---|
| **LOCAL – Collect** | | |
| **INTRALATA – Collect** | | |
| **INTERLATA – Collect** | | |



Google Translate

| | | |
|---|---|---|
| INTERSTATE – Collect | | |
| LOCAL – Debit | | |
| INTRALATA – Debit | | |
| INTERLATA – Debit | | |
| INTERSTATE - Debit | | |
| International - Debit | | |
| LOCAL – PrePaid Collect | | |
| INTRALATA – PrePaid Collect | | |
| INTERLATA – PrePaid Collect | | |
| INTERSTATE – PrePaid Collect | | |
| Tablet Rates | Rate Charged | Cost Basis (flat rate or per-minute fee) |
| Tablet Rental Fee | $15 | |
| Movie Rental | varies | |
| TV Show Rental | Varies | |
| Music | Varies | |
| Games | Varies | |

Google Translate

| | | |
|---|---|---|
| **Video Rentals** | | |
| **Video Purchases** | | |
| **Video Visitation Rates** | **Per-Visit or Per-Minute Rate** | **Cost Basis (per visit or per minute)** |
| **Video Visit** | | |
| **Messaging Rates** | **Rate Charged** | **Cost Basis (per message or per minute)** |
| **Voicemail** | | |
| **Email or Text Message** | | |
| **Video Message** | | |

Please provide a copy of all current contracts and amendments pertaining to all services under this RFP. **See attached**

Please provide details about any commission, cost reimbursement, technology grants, signing bonuses, or any other compensation the County receive from the current vendor. **Commissions are no longer permitted, per the Martha Wright-Reed Act.**



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Are you being invoiced for any services provided by the current vendor. **Yes**

Will the County allow for a proposal to present multiple pricing options for the County's consideration? **No**

Please provide a breakdown by housing unit of the inmate capacity in each. The inmate capacity for each cell block is necessary for determining network requirements and charging stations needed to support the tablets. **Hardware list by Pod-Attached**

Please provide a breakdown of the inmate population, in percentages or actual numbers, by local, DOC, or other agency. **Total count on 4/25/25 is 664, 566M, 98F**

In order to ensure a level playing field for all bidders, please confirm that the successful vendor must provide new equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider. **Depends upon award. If current phone provider were to be awarded bid, there would be no need to install new equipment, if current commissary provider were to be awarded, the infrastructure could remain.**

Please provide the schedule in which the inmates have access to the inmate phones. **Inmates are allowed to use the phone from 0700-2300, times may vary due to institutional needs.**

What limits does the County place, if any, on use of the services in this RFP –maximum number of onsite visits allowed per week (or other interval), remote visits per week, calls per week, minutes per call/visit, etc.? **15 minutes per call, 30 minutes per visitation.**

The Inmate Tablet System section on page 11 requires a "Tablet Subscription program with optional premium content." Would the County consider alternate tablet models to meet the County's tablet



Google Translate

needs? For example, with a per-minute pricing structure, inmates only pay a low rate for the minutes they use, resulting in better value to inmates. **Yes**

Section J.2 on RFP p. 21 states that there are 46 inmate video visitation kiosks, but there are no public kiosks listed. How many video visitation kiosks do you have for public users to support onsite visitations? **Onsite visitation is not offered.**

Mail scanning is a required service listed under #4.3 on page 13. What is the average number of inmate mail pieces received daily? Of these, what percentage are legal mail? **Legal mail is still presented physically to the facility and to the inmates.**

Section 7 on RFP p. 19 states that the County would like to have law library access through the tablets and kiosks. Do you have a subscription to a law library service today, or is the vendor expected to provide the law library subscription? **Vendor to provide.**

On page 25, #B.1 requires a "complete, signed copy of the Request for Proposals." In lieu of returning a signed copy of the entire RFP, will it be acceptable to return signed copies of just the forms and addenda that require signature, along with direct responses to the RFP sections that require information? **Yes**

What is the anticipated start date for this contract? **July 1, 2025**

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Can the County consider an initial contract term longer than one year? The contracted services require a large upfront capital investment and installation effort. Guaranteeing an initial term of three to five years will ensure that vendors can amortize their investment over a longer period, resulting in substantially more attractive financial terms for the County. In the unlikely event of a vendor's poor performance, the County would always have the option to cancel the contract early under its Termination for Default contract section. **This is for an initial one (1) year term, followed by four (4) additional renewal options.**

After the first round of questions is answered, will the County accept additional questions if clarification is needed for any of the County's responses? **No**

| |
|---|
| Publication Date/Time: |
| 4/30/2025 2:00 PM |
| Closing Date/Time: |
| 5/8/2025 2:00 PM |
| Bid Opening Information: |
| 05/08/2025 |
| Addendum Date/Time: |
| 04/30/2025 |
| Pre-bid Meeting: |
| N/A |
| Contact Person: |
| Mike Hawkins, Buyer - mhawkins@hallcounty.org |
| Related Documents: |
| 45-009 (Addendum1) - Vending List<br>45-009 (Addendum1) - SGate__SCPDebit_Payments<br>45-009 (Addendum1) - KEEFE Contract |

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45-009 (Addendum1) - Keefe Commissary-2024
45-009 (Addendum1) - KCN_Hall_GA_Amendment 24 0414
45-009 (Addendum1) - Jan thru March 2025 Vending Invoice
45-009 (Addendum1) - Jan thru Mar 2025 SecurePak
45-009 (Addendum1) - Jan 2025 thru Mar 2025 Commissary
45-009 (Addendum1) - Hardware List by Pod
45-009 (Addendum1) - Hallcoitemsales
45-009 (Addendum1) - Hall Co. Commissions 2024
45-009 (Addendum1) - Commissary Items - Prices
45-009 (Addendum1) - CallDetailCSVReport_04.25.2025
45-009 (Addendum1) - 41-007 Inmate Telephone Systems Bid Tab for Jail.xls
45-009 (Addendum1) - 41-007 Inmate Telephone System Services

Government Websites by CivicPlus®

Return To Main Bid Postings Page

Mike Kennedy, VP Sales & Marketing — 5/6/2025 Date



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RFQ-P #46-009 - Inmate Telephone System & Services - Jail

Bid Tab Summary

| SCORES | Inmate Calling Solutions | Consolidated Telcom, Inc. | Network Communication International Corporation | Kimble's Food by Design, LLC | SECURUS Technologies | Viapath Technologies | Hardtime Products /dba The Store Call |
|---|---|---|---|---|---|---|---|
| Average Technical Scores | 776.67 | 776.67 | 773.33 | 653.33 | 653.33 | 653.33 | 606.67 |
| Average Cost Scores | 200.00 | 150.00 | 100.00 | 50.00 | 0.00 | 0.00 | 0.00 |
| **Total Scores** | **976.67** | **926.67** | **873.33** | **703.33** | **653.33** | **653.33** | **606.67** |

| | |
|---|---|
| Number of bids emailed | 15 |
| Number of bids emailed to Hall Co | 0 |
| Total responses | 6 |
| Number of Hall Co responses | 0 |
| No Bids | 0 |

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: June 9, 2025

To: David Gibbs, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: RFQ/P#: 46-009

Bid/Contract Name: Inmate Telephone System & Services - Jail

Department(s) Requesting Contract: Sheriff - Jail

Award Recipient Name: ICSolutions, LLC – San Antonio, TX

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

Prior Year's Spend: $0.00 Cost to the County – Revenue via Commissions

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: Over $50,000.00

☐ Product Contract Estimated Amount:

Comment:

This is year one (1) of a possible five (5) year contract.

ICSolutions PRESENTS THIS PROPOSAL TO:

## Hall County, Georgia

# RFQ/P #46-009
# Inmate Telephone System & Services – Jail

## Cost Proposal

Copy

**Due: May 8, 2025 @ 2:00 PM**


Chris Markham
Regional Account Manager
RFP@ICSolutions.com

Brad Mulvihill
Account Manager
RFP@ICSolutions.com


ICSolutions Advanced Technology

Keefe Commissary Network

# COST PROPOSAL

| EXHIBIT C |
|---|
| Mandatory Cost Proposal |
| RFQ/P #46-009 - Inmate Telephone System & Services - Jail |
| COMPANY NAME: Inmate Calling Solutions, LLC (d/b/a ICSolutions) |
| |
| Please provide a listing of all of your company's products and services, along with the costs. **Our offer includes all of the following, the details of which are outlined later in this section:** |
| **Inmate Telephone System – no cost to the County** |
| **Inmate Tablet & Video Visitation System – no cost to the County** |
| **Mail Scanning Solution – no cost to the County** |
| **Commissary & Banking System – no cost to the County** |
| **Vending Solution – no cost to the County** |
| **Lobby & Intake Kiosks – no cost to the County** |

Keefe has estimated a $260,000 investment in new KCN equipment, and ICSolutions estimates a $400,000+ investment – a combined Keefe/ICSolutions investment of **more than $660,000.**

## ICSolutions' Offer for the Hall County Jail

ICSolutions is pleased to offer the following usage rates for our proposed services.

| Service | Usage Rate | Commission Rate |
|---|---|---|
| Inmate Calling (U.S.) | **$0.07 per minute** | -- |
| Inmate Calling (International) | **Cost*+ $0.07 per minute** | -- |
| KEEP FAMILIES CONNECTED Program | **Two (2) free calls + two (2) free messages per inmate each week** | -- |
| Remote Video Visitation | **$0.12 per minute** | -- |
| Streaming Tablet Content | **$0.05 per minute** | **50%** |
| Email / Text / Photo Sharing | **$0.25 per message / photo** | **50%** |

*NOTE: Call Rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.*
**For international calls, "cost" means ICSolutions' underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to FCC 47 CFR § 64.6010 (e).*

## County Compensation

ICSolutions will pay Hall County monthly commissions on the gross revenue generated by tablet services, at the rates described above. No deductions are made for network costs or any other expenses incurred in the provision of the required services.

To ensure recouperation of its capital investment for this project, this offer is made in anticipation of contracting for the proposed services for at least 36 consecutive months inclusive of optional renewal terms (the "Cost Recovery Period"). Should services be terminated prior to the completion of 36 months of service, the County will reimburse ICSolutions at the rate of $12,000.00 per month for each month that would have otherwise remained in the Cost Recovery Period.

## Keep Families Connected™ Program *Only from ICSolutions!*

Keeping inmates connected to their families during incarceration is a key factor in reducing recidivism and maintaining security in a correctional facility. Consistent with the goal of offering affordable communication services, our proposal includes the provision of **two (2) free calls and two (2) free email/text messages per week for every inmate,** for the duration of the contract term including all exercised renewal periods.

In its evaluation of our proposed rates, we urge the County to consider the significant value of this free communication program. This program, coupled with the complimentary call we offer to each new call recipient, will reduce the financial burden on inmates and their friends and family.

## No Per-Minute Cost for Messaging

ICSolutions would like to point out that – unlike other tablet vendors – ICSolutions **does not charge** a per-minute tablet usage rate when inmates access the messaging apps to read or write messages or to retrieve photos. The only charge related to our messaging applications is the per-message rate that is charged to the inmate or public user when they send a message.

## Compliance with the Martha Wright-Reed Act

### Rates & Commissions

The FCC's rules concerning the Martha Wright-Reed Act place caps on the rates that may be charged for inmate phone calls and video calls (remote video visitation). These rules also forbid the payment of commissions based upon revenue generated by inmate calling and video visitation; and they prohibit any additional fees, including funding fees. ICSolutions' proposal complies with all aspects of the FCC rules pertaining to inmate phone calls and video visitation, and our proposed rates are at or below the caps for all services.

Rates and commissions for tablet services – streaming entertainment content, email/text messaging, and photo sharing – are not regulated by the FCC under the newly adopted rules.

ICSolutions will pay Hall County monthly commissions on the gross revenue generated by tablet services, at the rates described above. No deductions are made for network costs or any other expenses incurred in the provision of the required services.

## Agency's Recovery of Used and Useful Costs

The new FCC rate caps include *up to* $0.02 per calling minute associated with the Agency's "used and useful" costs for operating the inmate phone system, such as labor costs associated with enabling inmate calls and visitations (e.g., staff transport and supervision of inmates and visitors, costs to issue the RFP and administer the contract, etc.) and facility costs (e.g., electricity, space restrictions, etc.). The FCC rules permit providers and the Agency to negotiate how to make the Agency whole for these used and useful costs. The FCC rules also prohibit providers from giving the Agency features the FCC does not deem used and useful, such as storage of non-CALEA call recordings and certain investigative tools. Providing these features at no cost would be considered an in-kind commission payment, which is prohibited by the new FCC rules.

As such, ICSolutions' offer includes an offset of the used and useful costs the Agency incurs for having inmate phone services and video visitation to cover the costs of the features not deemed used and useful by the FCC. This will allow ICSolutions to provide the proposed services and features, while eliminating the need for ICSolutions to invoice the Agency for any proposed features, as well eliminating the administrative costs of the Agency invoicing their used and useful costs to ICSolutions.

To the extent that a difference is determined to consistently exist between the Agency's used and useful costs and ICSolutions' cost of providing the services and features that are not deemed to be used and useful in the provision of inmate communication services, then the parties shall work in good faith to adopt an operational remedy that is mutually acceptable, including using revenue from any unregulated services to cover costs of features not deemed used and useful.

# Included Technology & Services

ICSolutions' offer includes the following technology and services – with a **single staff interface** to access all services – at no cost to the County:

## THE ENFORCER® Inmate Calling Platform

- ✓ 88 inmate telephones (87 wall-mounted + 1 cart-mounted)
  - Calling through THE ENFORCER also available using inmate tablets & kiosks
- ✓ 9 voice enrollment phones
- ✓ 8 visitation phone sets connected to THE ENFORCER for attorney visits
- ✓ Captel, TDD/TTY, &/or VRS units, as needed, for deaf and hard of hearing inmates
- ✓ Inmate voicemail messaging
- ✓ Redundant data storage in our Atlanta and San Antonio data centers
- ✓ Online storage of all call recordings and call data for the entire contract duration, plus any required retention period thereafter
- ✓ Unlimited ENFORCER user licenses

## Argus Premium Investigative Suite

- ✓ Argus ECHO continuous voice biometrics
  - Features automatic voice enrollment – *saving the facility the step of enrolling the entire IP population's voices manually upon deployment!*
- ✓ **Transcription / translation of 100% of calls**
- ✓ Keyword search
- ✓ Enhanced three-way call detection

## THE ENFORCER® Data Analysis & IVR Suite

- ✓ THE ANALYZER link analysis / data mining tools
- ✓ THE INFORMER PREA module
- ✓ THE COMMUNICATOR paperless inmate communications portal
- ✓ THE ATTENDANT automated information line

## THE BRIDGE 8.0™ Inmate Tablet & Kiosk System

- ✓ Tablets with 8" screens ***One for Every Inmate + Spares***
- ✓ 47 inmate kiosks with 17" screens for video visitation (46 wall-mounted + 1 cart-mounted)
- ✓ Tablet charging stations / Tablet Distribution System terminals
  - With 8" touchscreens, stations are also fully functional inmate kiosks that serve as additional backup to tablets and video visitation kiosks
- ✓ Secure communication made easy using handheld tablets & kiosks
  - Remote video visitation, with network bandwidth provided by ICSolutions
  - Inmate email / text messaging and inbound photo sharing
  - Privileged messaging with registered attorneys, with **document signature** capability
  - Inmate calling through ICSolutions' ENFORCER platform
- ✓ **Transcription / translation of 100% of video visits** and an **AI summary of each conversation**
- ✓ Translation available in 100+ languages for inmate grievances, email messages, calls, & visits
- ✓ FREE access to scanned postal mail
- ✓ FREE inmate self-service apps
  - Commissary ordering + balance check
  - Bonds / court dates
  - Customizable forms
  - Grievance reporting + inmate requests
  - Medical requests / sick call
  - Inmate handbook & other facility documents
- ✓ FREE educational content, including iPathways, GED/HiSet materials, & cognitive adult education
- ✓ FREE premium educational content from **Edovo Core**
  - Full library, GED prep, behavioral therapy, vocational training, and more
  - Enables the County to upload its own content
  - Supports continued learning after release, at no cost to the County or user
- ✓ **One-of-a-kind PRESENTATION APP** to facilitate teacher-led learning, religious services, and more!
- ✓ FREE eBooks, including religious materials
- ✓ FREE Purple video relay service to ensure ADA compliance
- ✓ FREE access to the ICSolutions-provided digital law library
- ✓ Large collection of streaming entertainment content available – music, movies, sports, games, etc.

## Unique BRIDGE 8.0™ Tablet Distribution System

- ✓ Inmates enter their unique login credentials to check a tablet out from a secure self-service kiosk
- ✓ Kiosk camera photographs each inmate who accesses the system
- ✓ Only the inmate who checked out a tablet can operate it
- ✓ System tracks which inmate has checked out each tablet and sends an alert to the specified officer(s) if the tablet is not returned within the configured timeframe
- ✓ Forces each inmate to return a previous tablet before they can check out another
- ✓ **Minimizes staff involvement in managing tablet distribution & collection**

## Offsite Personal Mail Scanning

- ✓ Non-legal postal mail is directed to ICSolutions' scanning center, where it is scanned and digitized
- ✓ Delivered to inmates via the inmate tablets & kiosks

## Onsite Legal Mail Scanning

- ✓ Inmates will open and scan legal mail in the presence of an officer, who then assigns the scanned mail to the correct inmate
- ✓ Inmate enters their tablet PIN to verify they were present during mail opening
- ✓ Scanned mail is viewable via THE BRIDGE's Messaging app & can also be printed
- ✓ Includes a cart-mounted scanner/copier & shredder for portability to inmate locations

## Fastcase Law Library Subscription

- ✓ Accessible via the inmate tablets & kiosks
- ✓ Simple and complex searching of Federal and State case law, statutes, and administrative law

## JMS & Commissary/Banking Interfaces

- ✓ Inmate Debit Accounts – funded from their Trust Account as a simple commissary purchase
  - A single Debit Account to pay for all phone, video, & tablet services
- ✓ Automated inmate ID/PINs

## Additional Equipment for Staff & Public Users

- ✓ 14 officer tablets
- ✓ 4 monitoring & administration workstations with printers
- ✓ 1 registration station

## Turnkey Installation & Onsite Support

- ✓ Turnkey installation encompassing all necessary hardware, software, & network infrastructure
- ✓ Initial and ongoing training for all County users
- ✓ **Two Hall County Jail Site Administrators / Technicians stationed onsite** to perform routine maintenance and emergency onsite service
  - Can assist with **scanning legal mail,** if desired by the Jail
  - Can assist with **administering inmate tablets**
  - Can assist visitors with registration & scheduling
  - Can assist with other administrative and investigative tasks
  - Available to respond immediately to onsite repair requests
  - Available to testify in court proceedings
  - Will regularly inspect & maintain onsite equipment
  - Can also **assist with commissary work,** as assigned by the Jail
- ✓ Local technicians to provide backup onsite support as needed
- ✓ 24 x 7 x 365 live, U.S.-based service for County staff and public users
- ✓ All-inclusive warranty, support, and repair/replace maintenance package

Please note that equipment quantities listed above reflect our best understanding of the County's needs, based upon information provided in the RFP process, and are negotiable upon request.

# KCN COMMISSION OFFER

**25% Commission on Commissary and Vending Services**
**25% Commission on Securepak Friends and Family Program**
**10% Facility Bonus on All Commissionable Sales**

**This is a combined commission offer of 35% commission on all commissionable sales. We estimate a return of over $300,000 to Hall County which would be an overall increase of over $65,000 per year based on current sales data.**

**Included in Commission Offer**:

- Upgrade KCN's commissary software to Keefe Commissary online
- Upgrade Keefe Banking software to Keefe Banking online
- Continue Securepak Friends and Family Package Program
- Upgrade Booking/intake kiosk as needed
- Upgrade Lobby kiosks
- KCN Network
- Replace 20 Vending Machines
- NUMI debit release cards
- Network and wiring

**How Commissions Are Determined**

Commissions will be based on the weekly, adjusted gross commissary sales.

| | | | | | | |
|---|---|---|---|---|---|---|
| Commissary and Securepak monthly sales | - | Postage and other non-commissionable sales | = | Adjusted gross sales | x | Commission Rate | = | Revenue to Hall County Sheriff's Office |

Commissary and Securepak monthly sales, **less** postage, and other non-commissionable sales, **equals** the adjusted gross sales. Finally, the commission rates are multiplied by the adjusted gross sales.

Examples of Non-commissioned Items

- Stamped Envelopes
- Postage Stamps
- Indigent kits
- Admission kits
- On-site, special commissary items sold by the facility
- Any other items deemed non-commissionable by both parties

Postage, stamped envelopes, and indigent kits are examples of non-commissionable items. Commissions are based on proposed menu prices and specified service levels. Keefe will negotiate all terms of this offer with Hall County Sheriff's Office.

Commissary menu pricing is based on convenience store pricing, neighboring county facilities, and the current commodities market conditions for our item pricing. Keefe will propose pricing changes no less than annually, and no changes will be made without the approval of the County. Keefe's competitive commission rate may be negotiated by amendments to menu pricing or other expenses.

**Keefe's Commitment to Service and Performance**

| | |
|---|---|
| *Type of Service* | Bag and deliver offsite (KCN ATL warehouse) |
| *Service Center Location* | Atlanta, Georgia |
| *Order Frequency* | Once per week |
| *Order Turnaround* | Next day |
| *Order Entry (inmates)* | Tablets |
| *Order Entry (friends/family)* | Internet and phone |
| *Order Distribution* | Keefe onsite employees |
| *KCN Staff* | Officer Lisa Harris and her team |
| *Vending Services* | Officer Lisa Harris and her team |
| *Contract* | One (1) year with four (4) one year options |

# ADDITIONAL FEES

***Keefe Response:*** Keefe has provided all additional fees that pertain to the commissary operation below.

**Deposit Fee Structure:**

| Handling Service Fee Structure for Deposit Services | | | | | |
|---|---|---|---|---|---|
| **Gross Amount Deposited** | **Credit/Debit Deposits via Web/Mobile App** | **Credit/Debit Deposits via Phone** | **Credit/Debit Deposits via Lobby Kiosk** | **Cash Deposits via Lobby Kiosk** | **Walk-In Retailer** |
| $0.01 - $19.99 | $4.95 | $6.95 | $4.95 | $4.00 | $5.95 |
| $20.00 - $99.99 | $7.95 | $9.95 | $7.95 | $4.00 | $5.95 |
| $100.00 - $199.99 | $9.95 | $11.95 | $9.95 | $4.00 | $5.95 |
| $200.00 - $300.00 | $11.95 | $13.95 | $11.95 | $4.00 | $5.95 |

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 366/2025

**SUBJECT:** Approve the Intergovernmental Agreement between Hall County and the Georgia Department of Public Safety for the use of certain talk groups on the Hall County Public Safety Radio System, subject to review and approval by the County Attorney.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** LJM

**Recommendation:**
Approve.

**Purpose of Request:**

Approve the Intergovernmental Agreement between Hall County and the Georgia Department of Public Safety for the use of certain talk groups on the Hall County Public Safety Radio System, subject to review and approval by the County Attorney.

**History:**
Currently, Hall County law enforcement agencies are only able to communicate with the Georgia State Patrol through relaying information between the county's dispatch center and the GSP dispatch center. Some GSP officers do carry an additional radio in their vehicle that can communicate directly between officers, however that method is inefficient.

**Facts and Issues:**
This IGA will allow Hall County 911 and law enforcement agencies the ability to directly communicate with the Georgia State Patrol officers, and vice versa, through a patch between the Hall County Radio System and the State of Georgia's LTE radio system.

This is a no cost solution for Hall County that provides a safer and reliable means for officers and dispatchers to communicate during emergencies and non-emergency events. This is also a state-wide effort in which other jurisdictions are entering into the same agreement for more efficient communication methods.

**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 | Attorney | Administration |
|---|---|---|---|
| SC | SC | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Intergovernmental Agreement

**STATE OF GEORGIA**

**COUNTY OF FULTON**

# INTERGOVERNMENTAL AGREEMENT
# between
# HALL COUNTY, GEORGIA
# and the
# GEORGIA DEPARTMENT OF PUBLIC SAFETY
# for
# USE OF CERTAIN CHANNELS AND/OR TALK GROUPS

This Intergovernmental Agreement ("Agreement") is made between Hall County, Georgia ("Agency"), and the Georgia Department of Public Safety ("DPS"), on the _____ day of _____, 2025. The Agency and DPS are each referred to as "Party", or, collectively, as "the Parties".

## 1. PURPOSE

This Agreement provides the framework for the Parties to share certain Party-designated radio frequencies, channels, talk groups, and mutual aid frequencies (referred to collectively as "Channels") that are granted to them by the Federal Communications Commission (referred to as "FCC"). The Channels are provided by each Party to the other at no cost and for the sole purpose of sharing law enforcement communications to enhance public safety in the State of Georgia.

## 2. RESPONSIBILITIES OF THE PARTIES

For the shared communications, each Party agrees to only utilize designated Channels specifically agreed upon by the Parties.

The Parties agree to use good faith efforts to limit the use of the Channels to matters involving law enforcement purposes, and to assist each other to identify and eliminate inappropriate use. Such purposes include emergency events being worked by the Parties, planned events, and good faith, mutual aid.

The Parties agree to assist each other with any necessary training for access, use, and proper operations of each other's Channels.

The Parties agree to abide by all rules and regulations of the Federal Communications Commission, as well as any other federal, state, or local laws, and the Parties' consistent policies and procedures.

## 3. ACCESS TO MUTUAL AID FREQUENCIES

The Parties agree that DPS will have access to the Channel(s) designated by Paragraph 9.

The Parties agree that, if the Agency has access to the State LTE Network, the Agency's designated sworn members, communications operators, and radio technicians will have access to the local GSP Post LTE talk group that is primary for DPS patrols of the Agency's community.

## 4. TERM AND TERMINATION / INTERFERENCE

This Agreement becomes operational upon signatures of authorized representatives of both Parties and may be terminated by either Party at any time and for any reason with (14) fourteen days' notice to the other.

The Parties agree to cease transmission on permitted channels in the event of harmful radio interference on either Party's radio system. The Parties shall use good faith efforts to resolve any such harmful radio interference for any further use.

Use of Channels other than those designated by the Parties shall be considered a violation of this Agreement and may result in an automatic termination at the discretion of the Party whose system has been violated.

## 5. CHANNEL AUTHORIZATIONS

The Parties agree that DPS is authorized to program the Channels to DPS communication devices of DPS sworn law enforcement officers and communications operators.

The Parties agree that DPS is authorized to establish a communications patch or bridge ("Patch") for connecting and simulcasting designated Channels to the Statewide LTE radio network. Access to the Patch will be provided to DPS sworn members and Department of Natural Resources Game Wardens and may be provided to DPS radio technicians or its contracted radio technicians for the purpose of radio maintenance only.

## 6. LIABILITY

This Agreement does not establish liability against the Parties for death, personal injury, or property damage of a non-Party or by any individual in the course of performing this Agreement.

## 7. MODIFICATION

This Agreement may be modified at any time with the mutual consent of the Parties, by a writing setting forth the amendment, and effective only with signature of the DPS Commissioner or his designee and the County Administrator or his/her designee.

## 8. NOTIFICATIONS

Notices required by this Agreement shall be by hand delivery, or by registered or Certified Mail, return receipt requested, and provided to the receiving Party at the address set forth below.

**GEORGIA DEPARTMENT OF PUBLIC SAFETY:**

Lt. Derrell Thigpen
Director of Communications
Post Office Box 1456
Atlanta, GA 30371-1456
dthigpen@gsp.net
404-670-7929

County Administrator
Hall County Government
2859 Browns Bridge Rd
Gainesville, GA 30504

## 9. CONVENTIONAL/ANALOG SYSTEM

| Channel Name | System type | Tx | Tone | Rx | Tone |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

## TRUNKED SYSTEM

**TRUNKED SYSTEM NAME:** HALL COUNTY P25 800MHZ RADIO SYSTEM

**SYSTEM ID/WACN:** 01DE

| ALPHA TAG (CHANNEL NAME) | Talkgroup Identification Number (DEC/HEX) | DESCRIPTION | Donor Radio Alias |
|---|---|---|---|
| HALL SO NORTH | | | |
| HALL SO SOUTH | | | |
| HALL SO CENTRAL | | | |
| HALL EVENT 4 | | | |
| GAINESVILLE PD | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**IN WITNESS WHEREOF,** the Georgia Department of Public Safety and the Agency have executed this Intergovernmental Agreement which shall be effective as of the date first above written.

**FOR THE GEORGIA DEPARTMENT OF PUBLIC SAFETY:**

_____

**Colonel W. W. Hitchens, III**
**Commissioner**

**For HALL COUNTY:**

_____

**Name:** _____

**Title:** _____

APPROVED AS TO FORM

William J. Linkous III, County Attorney

APPROVED AS TO FORM

William J. Linkous III, County Attorney

# AGENDA ITEM

## Community Services and Parks

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 424/2025

**SUBJECT:** Approval and authorization for the Chairman or Vice Chairman to execute a resolution regarding a finalized short-term Challenge Cost-Sharing Management Agreement and Partner Operations Plan with the United States Department of Army regarding Hall County's management of certain parks and boat ramps on Lake Lanier; and authorization for the Chairman or Vice Chairman to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BH

**Recommendation:**
Approve.

**Purpose of Request:**
Approval and authorization for the Chairman or Vice Chairman to execute a resolution regarding a finalized short-term Challenge Cost-Sharing Management Agreement and Partner Operations Plan with the United States Department of Army regarding Hall County's management of certain parks and boat ramps on Lake Lanier; and authorization for the Chairman or Vice Chairman to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

**History:**

**Facts and Issues:**

**Options:**

Hall County desires to enter into a short-term Challenge Cost-Sharing Management Agreement ("CCSCMA") and Partner Operations Plan ("POP") with the Department of the Army to provide for county assistance and cost-sharing in performing operations, maintenance, and management activities at certain parks and boat ramps located on Lake Sidney Lanier in Hall County, Georgia, which are currently operated by the U.S. Army Corps of Engineers ("USACE").

A short-term CCSMA and POP will allow the continued operation of certain USACE-operated parks and boat ramps located in Hall County that would otherwise be closed due to federal staffing shortages, to wit: Little Hall Park (Day Use), Old Federal Park (Day Use), Balus Creek Park (Water Access Point), Belton Bridge Park (Water Access Point), Little River Park (Day Use), Lula Park (Water Access Point), Mountain View Park (Water Access Point), Robinson Park (Day Use), and Simpson Park (Water Access Point) (hereinafter "the Facilities").

Hall County desires to assume short-term operational and management responsibility for the Facilities in exchange for authorization to retain and utilize 100% of all user fees collected at the Facilities for the operation, maintenance, and management activities undertaken by Hall County at such sites.

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **Are funds within current budget?** | No |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Approve | Attorney | Administration | Clerk |
|---|---|---|---|
| JR | WLI | CR | JR |

**Attachments:**

Resolution

STATE OF GEORGIA
COUNTY OF HALL

**A RESOLUTION FOR APPROVAL AND AUTHORIZATION OF THE CHAIRMAN OR VICE CHAIRMAN TO EXECUTE A FINALIZED SHORT-TERM CHALLENGE COST-SHARING MANAGEMENT AGREEMENT AND PARTNER OPERATIONS PLAN WITH THE UNITED STATES DEPARTMENT OF THE ARMY REGARDING HALL COUNTY'S MANAGEMENT OF CERTAIN PARKS AND BOAT RAMPS ON LAKE LANIER**

**WHEREAS,** Hall County desires to enter into a short-term Challenge Cost-Sharing Management Agreement ("CCSCMA") and Partner Operations Plan ("POP") with the Department of the Army to provide for county assistance and cost-sharing in performing operations, maintenance, and management activities at certain parks and boat ramps located on Lake Sidney Lanier in Hall County, Georgia, which are currently operated by the U.S. Army Corps of Engineers ("USACE"); and

**WHEREAS,** a short-term CCSMA and POP will allow the continued operation of certain USACE-operated parks and boat ramps located in Hall County that would otherwise be closed due to federal staffing shortages, to wit: Little Hall Park (Day Use), Old Federal Park (Day Use), Balus Creek Park (Water Access Point), Belton Bridge Park (Water Access Point), Little River Park (Day Use), Lula Park (Water Access Point), Mountain View Park (Water Access Point), Robinson Park (Day Use), and Simpson Park (Water Access Point) (hereinafter "the Facilities"); and

**WHEREAS,** Hall County desires to assume short-term operational and management

responsibility for the Facilities in exchange for authorization to retain and utilize 100% of all user fees collected at the Facilities for the operation, maintenance, and management activities undertaken by Hall County at such sites; and

**WHEREAS,** Hall County desires that any CCSMA and POP entered with the Department of the Army be short-term operating agreements for a duration of one year or less to allow for continued operation of the Facilities during the 2025 summer season; and

**WHEREAS,** Hall County desires to eventually enter into long-term leases with the Department of the Army or USACE to operate the Facilities on a more permanent basis; and

**WHEREAS,** the prospective CCSMA and POP for the short-term operation and management of the Facilities is not yet finalized as to the length of duration and scope, but will be finalized for execution prior to the upcoming 4th of July holiday weekend before the next regularly scheduled voting meeting of the Board;

**NOW, THEREFORE, the Hall County Board of Commissioners does hereby resolve** that the Chairman or the Vice Chairman of the Board shall be authorized to execute any and all documents necessary to effectuate a finalized short-term Challenge Cost-Sharing Cooperative Management Agreement and Partner Operations Plan with the Department of the Army for a duration of one year or less, which shall provide for Hall County's assistance in the operation, maintenance, and management of the subject Facilities in exchange for Hall County's authorization to retain and utilize 100% of the user fees collected to offset the operational costs.

**SO RESOLVED,** this the 26th day of June, 2025.

[SIGNATURES ON FOLLOWING PAGE]

**HALL COUNTY BOARD OF COMMISSIONERS**

By: _____
David Gibbs, Chairman

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
William J. Linkous III, County Attorney

# AGENDA ITEM

## Other Business - Financial Services

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 138/2025

**SUBJECT:** Approve the award of RFQ/P #46-005 Professional Public Auditing Services for Financial Services to Bates, Carter & Co., LLP of Gainesville, GA. The estimated annual cost is $113,900.00.

## Meetings:

**Work Session Date:** 06/23/25

**Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** TS

**Recommendation:**
Approve

**Purpose of Request:**
Approve the award of RFQ/P #46-005 Professional Public Auditing Services for Financial Services to Bates, Carter & Co., LLP of Gainesville, GA. The estimated annual cost is $113,900.00.

**History:**

Bates Carter & Co., LLP is a vendor is good standing with the County.

**Facts and Issues:**
Bates, Carter & Company, LLP has been the County's current auditor since 1985. The County completed a competitive bid process to evaluate audit services over the last three months, and staff recommends to award the contract to Bates Carter & Company, LLP once again.

This is year one (1) of a five (5) year contract

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 113,900.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | General Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-04-10 |

**Approvals:**

| Buyer | Submit | Purchasing | Budget |
|---|---|---|---|
| AP | TS | AP | JM |
| **Finance** | **Attorney** | **Administration** | **Clerk** |
| TS | WLI | CR | JR |

---

**Attachments:**

Financial Supplement
Bid Tab Summary
Contract Signature Request Cover Sheet
Contract
Cost Proposal Worksheet

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 138/2025

**Funds Requested:** $ 113,900.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

General Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 100-GENERAL FUND | 1500-GENERAL SERVICES | 521201-AUDITS | $113,900.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** TS

**Phone:** 770-531-3900

| RFQ/P #46-005 Professional Public Auditing Services | | | | | | | |
|---|---|---|---|---|---|---|---|
| Bid Tabulation Summary | | | | | | | |
| Scores Out of 1,000 Total Maximum Points Available | | | | | | | |
| **Bidders** | **Bates Carter & Company** | **Carr Riggs & Ingram** | **CKH CPAs & Advisors, LLC** | **Clifton Larson Allen LLP** | **Mauldin & Jenkins Certified Public Accountants** | **RTW Xxact Enterprises, LLC** | **Rushton** |
| Location | Gainesville, GA | Atlanta, GA | Atlanta, GA | Atlanta, GA | Atlanta, GA | Atlanta, GA | Gainesville, GA |
| Average Technical Scores | 748 | 612 | 596 | 664 | 744 | 352 | 696 |
| Average Cost Scores | 170 | 0 | 40 | 140 | 140 | 60 | 200 |
| **Total Scores** | 918 | 612 | 636 | 804 | 884 | 412 | 896 |
| Cost | $ 113,900.00 | $ 200,000.00 | $ 180,265.00 | $ 126,000.00 | $ 130,000.00 | $ 171,637.50 | $ 99,775.00 |

| | |
|---|---|
| Firms Contacted | 8 |
| Hall County Invitations: | 2 |
| Bids Received: | 7 |
| No Bids: | 1 |

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**


Date: June 10, 2025

To: David Gibbs, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: RFQ/P #46-005

Bid/Contract Name: Professional Public Auditing Services

Department(s) Requesting Contract: Finance

Recipient Name: Bates, Carter & Co., LLP

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: $ 139,500

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount: $113,900

☐ Product Contract Estimated Amount:

Comment:

This is year one (1) of a five (5) year contract. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-005**

For the provision of

## Professional Public Auditing Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Professional Public Auditing Services (hereinafter "Services") as entered into on _____ and with an initial term from July 1, 2025 to June 30, 2026, and all renewal options, is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Bates,Carter & Co., LLP (BatesCarter), located at 525 Candler Street, NE Gainesville, Georgia 30501 (hereinafter "Consultant").

**WHEREAS** Consultant is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Consultant are known individually as a "Party" and collectively as the "Parties".

**WHEREAS** Nothing contained in this Contract shall be construed to convert the Consultant or any of its employees, agents, sub-Consultants, or sub-Consultants 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 Consultant represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and,

**WHEREAS** the Parties mutually desire to enter into this Contract to document the provision of Services by the Consultant to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**WHEREAS** any attached documents, plans, exhibits, attachments, or references are all incorporated herein by reference, and

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

**ARTICLE #102 – CONTRACT**

A. Consultant agrees to provide the Services to the County as detailed in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet, which shall be fixed and firm for the duration of the contract.

**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**
Taylor F. Samples, CPA, MBA
Director of Financial Services
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA 30504
tsamples@hallcounty.org
Ph: 770-531-3900

**COUNTY ISSUING OFFICER**
Andy Penick
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

**CONSULTANT'S CONTACT INFORMATION**

Name: Kristi L. Griffin, CPA
Title: Managing Partner
Company Name: BatesCarter
Physical Address: 525 Candler Street, NE
City, State, ZIP: Gainesville, Georgia 30501
Email: kgriffin@batescarter.com
Phone: 770-532-9131

**REMIT TO ADDRESS (if different):** P.O. Drawer 2396
Gainesville, Georgia 30503

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

The Contract is not exclusive. The County reserves the right to select other Consultants to provide the Services similar to those described in this Contract during the term of the Contract should the need arise, or the Consultant fail to perform.

**ARTICLE #105 – CONTRACT TERM**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all sub-Consultant(s) and material suppliers' liens are satisfied.

**ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

**ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**

In the event that either Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Consultant. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Consultant under this Contract. If delay results from a sub-Consultant's negligent conduct or failure to perform, the Consultant shall not be excused from compliance with the terms and obligations of the Contract.

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance

hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

**Definition:** The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."

B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

C. **Transition Cooperation with the County and Cooperation with Other Consultants.** Consultant agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Consultant. Further, if the County has entered into or enters into contracts with other Consultants related to the Services, Consultant agrees to cooperate fully with other such Consultants. Consultant shall not engage in any act that will interfere with the performance of work by any other Consultant(s).

**ARTICLE #108 – TERMINATION PROVISIONS**

The County may terminate this Contract by providing thirty (30) days written notice to the Consultant at any time. Should the County terminate this Contract prior to the date of automatic termination, Consultant shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Consultant for all work properly performed in compliance with the terms of this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Consultant.

B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Consultant in default of its obligations under the Contract and cause for immediate termination of the contract without notice:

1. The Consultant fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Consultant.
2. The County determines that Consultant's unsatisfactory performance substantially endangers completion or that default is likely to occur.
3. The Consultant fails to make substantial and timely progress toward performance of the Contract.
4. The Consultant becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Consultant terminates or suspends its business; or the County reasonably believes that the Consultant has become insolvent or

unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Consultant has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
6. The Consultant has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Consultant to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
2. In the event of a breach by the Consultant, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Consultant; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Consultant in the event of any de-appropriation.

E. **Termination due to Failure of Consultant to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:

1. If the Consultant must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Consultant, its agents, employees, or sub-Consultants have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Consultant furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
4. Failure of the Consultant to obtain, provide, maintain, and deliver the performance and payment bonds when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (not required for professional services).

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Consultant for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. **Consultant's Termination Duties.** Upon receipt of a Notice of Termination, the Consultant shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Consultant.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Consultant under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Consultants during the transition period between the Notification of Termination and the substitution of any replacement Consultant.
5. Consultant is to immediately return any payments made by the County for goods and services that were not delivered by the Consultant.

H. **Liquidated Damages.** In the event that the Consultant unreasonably delays completion of the project as per the term in *ARTICLE #105 – CONTRACT TERM* or abandons the project before completion, the Consultant shall pay the County liquidated damages in the amount of $250.00 per day.

**ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY**

The Parties agree that the County shall not be responsible for defending or indemnifying any Consultant from any claim brought by any third party against the Consultant.

**ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONSULTANT**

The Consultant shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

**ARTICLE #111 – USE OF THIRD PARTIES (SUBCONSULTANTS)**

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Consultant under the Contract shall also apply to third parties such as sub-Consultants, if allowed in writing by the County. Any Contract with a sub-Consultant must also preserve the rights of the County.

**ARTICLE #112 – ENTIRE CONTRACT**

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements,

agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

**ARTICLE #113 – SEVERABILITY**

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

**ARTICLE #114 – RECORDS**

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.

B. **Record Retention and Access.** The Consultant shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

**ARTICLE #115 – ADDITIONAL TERMS**

The County shall not be bound by any terms and conditions included in any Consultant's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

**ARTICLE #116 – WAIVER**

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

**ARTICLE #117 – CONSULTANT AND COUNTY RIGHTS AND OBLIGATIONS**

A. The County has the right at any time to require the Consultant to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Consultant will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Consultant shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and/or (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

B. The County has the right to require the Consultant to reassign or remove any employee or sub-Consultant's employee from the premises temporarily or

permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Consultant will remove the employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
C. Consultant agrees to obtain prior written approval from the County for the use of subConsultants to provide the Services described in Scope of Work prior to sub-Consultant's performance of work.

**ARTICLE #118 – INSURANCE REQUIREMENTS**

The Consultant must procure and maintain insurance policies at the Consultant's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Consultant and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Consultant must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Consultant pursuant to this Contract:

**Workers Compensation Insurance: Required for all contracts.**

- $500,000 Bodily Injury by Accident – Each Accident
- $500,000 Bodily Injury by Disease – Each Disease
- $500,000 Bodily Injury by Disease – Each Employee

**Additional Provisions: Waiver of Subrogation.** The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

**General Liability Insurance: Required for all contracts.**

- $2,000,000 General Aggregate
- $2,000,000 Products & Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal & Advertising Injury
- $500,000 Damages to Premises/Fire/Legal
- $5,000 Medical Payments

**Commercial Auto Liability Insurance: Required for all contracts**, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- $1,000,000 Combined Single Limit Or $500,000 per Person/$1,000,000 per Occurrence
- $100,000 Property Damage
- $1,000 for Medical Payments (no fault coverage)

**Additional Provisions:**
- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

**Umbrella Liability Insurance: Required for all contracts.**
$1,000,000 per Occurrence

**Additional Provisions: Required for all contracts.**
- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

**Pollution Liability.** Required for all road construction projects, work near wastewater, solid waste lines, or any work that involves handling, transporting, disposing, or working with hazardous materials, pollutants, water reclamation facilities, waste management, or other potentially toxic chemicals.
- $1,000,000 per Occurrence
- $1,000,000 Aggregate

**Additional Provisions:**
- Minimum limit of $5,000,000 per occurrence for all contracts over $50,000,000 or involving any special risks or high hazard activities

**Professional Liability Insurance (Errors & Omissions):** Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
- $1,000,000 Each Claim/Wrongful Act
- $2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

**Cyber Insurance:** Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.
- $1,000,000 Each Claim/Wrongful Act

- $2,000,000 Annual Aggregate
- $1,000,000 Business Interruption
- $1,000,000 Data Recovery
- $500,000 Cyber Extortion Expenses
- $50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

**Additional Provisions:** Coverage shall include at a minimum:

- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
- Ransomware

**Builders Risk:** Hall County requires Builders Risk Coverage to be purchased by the Consultant for any construction project under $10,000,000 insuring the full value of the project.

**ARTICLE #122 – COUNTY PAYMENT TO CONSULTANT**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Consultant. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Consultant'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 Consultant.

The Consultant shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement date. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a PO will not be considered for payment. Consultants are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Consultant for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

B. **Invoice/Payment**

1.0 APPLICATIONS FOR PAYMENT

CONSULTANT shall submit Applications for Payment in accordance with the Conditions of the Contract. For construction projects where a third-party Engineer of Record, General Consultant for Hire, or other Owner's Representative, Applications for Payment may additionally be reviewed and approved.

2.0 PROGRESS AND FINAL PAYMENTS

OWNER will make progress payments on account of the Contract Price on the basis of Consultant's Applications for Payment as recommended by Hall County or Engineer of Record, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the Conditions of the Contract.

Prior to Substantial Completion, progress payments will be in an amount equal to 95 percent of the value of the Work completed and 95 percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less, in each case, the aggregate of payments previously made.

3.0 Consultant 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 Consultant's pricing set forth in Exhibit C – Cost Proposal Worksheet.

Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Consultant's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

The Consultant 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 Consultant. Consultant 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 Consultant 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 Consultant's Failure.** If the County determines that the Consultant has failed to perform or deliver any Services as required by the Contract, the Consultant shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Consultant's compensation, which represents payment for Services that were not delivered. To the extent that the Consultant's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Consultant. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Consultant.** If the Consultant owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Consultant against any sum owed to the Consultant, in the County's sole discretion.

E. **Final Payment.** Consultant shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Consultant must not factor or assign payments to another entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS**

(Required for construction, renovation, and repair projects over $100,000.00)

The Consultant must furnish to the County both a performance and payment bond, both equal to one hundred percent (100%) of the Contract's total award dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Consultant is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that follow.

The Consultant must provide all required bonding instruments to the County prior to the commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null and void and thus not eligible for compensation.

**ARTICLE #124 – RETAINAGE** (Required for construction, renovation, and repair projects)

The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

**ARTICLE #125 – VENUE AND GOVERNING LAW**

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

**ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**

Consultant hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

**ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)**

A. By signing this Contract, the Consultant certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Consultant will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Consultant further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any subConsultant providing services pursuant to this Contract.

**ARTICLE #128 – ORDER OF PRECEDENCE**

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Consultant's response, the order of precedence shall be as follows:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the Contract.

**ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they

may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Consultant may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

The successful respondent hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense. This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County shall not be bound by any terms and conditions included in any Consultant packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

**ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Supplier's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Supplier's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "Consultant", "consultant", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "Consultant" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.

11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state, local, intergovernmental agreements, memorandums of understanding, and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements,

upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.

30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
33. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
34. The Supplier certifies that it and any of its subConsultants have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
35. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
36. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted. Freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
37. The County does not pay late fees nor interest charges.
38. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:

Bates, Carter & Co., LLP

By: Kristi L. Griffin, CPA

Print Name: Kristi L. Griffin, CPA

Title: Managing Partner

Sworn to and subscribed before me this

26 Day of March, 2025.

Notary Public: Deana L Peek

Notary commission expires: January 14, 2029

[Locus Sigilli – Seal or Stamp]

DEANA L PEEK
NOTARY PUBLIC
My Commission Expires
01-14-2029
HALL COUNTY, GEORGIA

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

# EXHIBIT C

## Mandatory Cost Proposal Worksheet

## RFQ/P #46-005 Professional Public Auditing Services

State the total hours and hourly rate required by staff classification and the resulting all-inclusive maximum fee, including out of pocket and incidental costs. State the amount of professional services, in hours, allowed each year without additional cost to the County. A separate all-inclusive fee must be stated for each audit for each year. The all-inclusive fee will fixed and firm and shall stand as a not-to-exceed amount.

FIRM'S NAME: Bates, Carter & Co., LLP

| Staff Classification | Hours | Hourly Rate | Total |
|---|---|---|---|
| Partners | 75 | $ 335 | $ 25,125 |
| Managers | 165 | $ 255 | $ 42,075 |
| Supervisory Staff | 285 | $ 145 | $ 41,325 |
| Other - Quality Review | 15 | $ 295 | $ 4,425 |
| Other - Administrative | 10 | $ 95 | $ 950 |
| **Total for Services** | 550 | | $ 113,900 |

| Total All-Inclusive Cost: | Hours | Hourly Blended Rate | Total |
|---|---|---|---|
| TOT / Preliminary Analytical Procedures | 55 | $ 250 | $ 13,725 |
| Field Work | 310 | $ 199 | 61,680 |
| In Office Procedures | 68 | $ 229 | 15,560 |
| Report Preparation | 50 | $ 224 | 11,200 |
| Assistance with Annual Fillings* | | | |
| Single Audit | 47 | $ 173 | 8,125 |
| DCA RLGF | 10 | $ 186 | 1,860 |
| Landfill Assurance Report | 10 | $ 175 | 1,750 |
| **GRAND TOTALS** | 550 | | $ 113,900 |

*Annual fillings include preparations of documentation for the following reports:

DCA RLGF

Landfill Assurance Report

Single Audit

**Certification:**

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand that collusive proposing is a violation of State and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Proposer.

**PROPOSER**: Bates, Carter & Co., LLP

**TAX ID**: 20-8004844

Kristi L. Duffie, CPA

Authorized Signature

Managing Partner

Title

March 26, 2025

Date

**5 YEAR PROFESSIONAL AUDITING SERVICES COST PROPOSAL**
**RFQ/P #46-005**
**HALL COUNTY, GEORGIA**
**INITIAL PERIOD JUNE 30 2025, RENEWAL OPTIONS FOR 2026, 2027, 2028, and 2029**
**TOTAL ALL INCLUSIVE MAXIMUM PRICE**

| | | OPTIONAL RENWAL PERIODS | | | |
|---|---|---|---|---|---|
| Professional Services | 2025 | 2026 | 2027 | 2028 | 2029 |
| **Staff Classification** | | | | | |
| Partners | $ 25,125 | $ 25,125 | $ 25,900 | $ 25,900 | $ 25,900 |
| Managers | 42,075 | 42,075 | $ 43,400 | $ 43,400 | $ 43,400 |
| Supervisory Staff | 41,325 | 41,325 | $ 42,600 | $ 42,600 | $ 42,600 |
| Other - Quality Review | 4,425 | 4,425 | $ 4,600 | $ 4,600 | $ 4,600 |
| Other - Administrative | 950 | 950 | $ 1,000 | $ 1,000 | $ 1,000 |
| **Total for Services** | $ 113,900 | $ 113,900 | $ 117,500 | $ 117,500 | $ 117,500 |

*Initial audit and Option year 1 remain constant, Option years 2 - 4 include a 3.16% increase.*

**CALCULATION OF TOTAL HOURS AND COSTS BY STAFF CLASSIFICATION AND BY AREA**

| | *Rates* | *$ 335* | *$ 255* | *$ 145* | *$ 295* | *$ 95* | |
|---|---|---|---|---|---|---|---|
| | **Total Hours** | Partner | Manager | Staff | Quality Review | Admin | **Total Cost** |
| TOT / Preliminary Analytical Procedures | 55 | 10 | 35 | 10 | | | $ 13,725 |
| Field Work | 310 | 40 | 83 | 187 | | | 61,680 |
| In Office Procedures | 68 | 15 | 15 | 30 | 8 | | 15,560 |
| Report Preparation | 50 | 5 | 25 | 5 | 5 | 10 | 11,200 |
| Assistance with Annual Fillings | | | | | | | |
| Single Audit | 47 | 3 | 4 | 38 | 2 | | 8,125 |
| DCA RLGF | 10 | 1 | 2 | 7 | | | 1,860 |
| Landfill Assurance Report | 10 | 1 | 1 | 8 | | | 1,750 |
| | **550** | **75** | **165** | **285** | **15** | **10** | **$ 113,900** |

Note 1: It is BatesCarter's policy to not charge for short telephone calls, routine conversations, or basic discussions that do not require additional research. If a matter requires further follow-up, we will discuss a fee estimate with you before incurring significant time. Additionally, 20 hours of professional services will be provided without incurring additional costs.

Note 2: The above all-inclusive maximum price does not contemplate the implementation of any new auditing standards or reporting requirements. In such circumstances, both parties will agree to additional time and charges.

# AGENDA ITEM

## Other Business - Financial Services

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 362/2025

**SUBJECT:** Approve the Fiscal Year 2026 Budget Resolutions: (1) Fiscal Year 2026 Budget Resolution, (2) Victim Witness Program, and (3) Community Service Center Fund Balance Resolution.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** TS

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the Fiscal Year 2026 Budget Resolutions: (1) Fiscal Year 2026 Budget Resolution, (2) Victim Witness Program, and (3) Community Service Center Fund Balance Resolution.

**History:**
A balanced budget is recommended and adopted before the beginning of each fiscal year.

**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?** | 2025-07-01 |

**Approvals:**

| Submit | Budget | Finance | Attorney |
|---|---|---|---|
| TS | JM | TS | WLI |
| **Administration** | | **Clerk** | |

| Administration | Clerk |
| --- | --- |
| CR | JR |

**Attachments:**
Community Service Center Resolution FY 2026
Victim Witness Resolution FY 2026
Presentation
FY 2026 Budget Resolution

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 362/2025

**Funds Requested:** $ 0.00

**Request Budgeted:** No

**Proposed Source of Funding:**

**Budget Transfer Requested:** No

**Funding Source Items:**

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** TS

**Phone:** 770-531-3900

**COMMUNITY SERVICE CENTER**

**FY 2026 BUDGET RESOLUTION**

**WHEREAS**, the Hall County Board of Commissioners through an intergovernmental agreement with the City of Gainesville and the Community Service Center provides public transportation for citizens in unincorporated Hall County; and

**WHEREAS**, the Hall County Board of Commissioners through a formal fiscal budget process provides annual funding to the Community Service Center from the County's general operating revenues; and

**WHEREAS**, the Community Service Center is an internal department of the City of Gainesville; and

**WHEREAS**, the Community Service Center has accumulated a fund balance that includes a specific amount identified as Hall County's.

**NOW THEREFORE BE IT RESOLVED**, the Hall County Board of Commissioners, in its process of reviewing and approving the FY 2026 Budget, establishes that the Community Service Center, in conjunction with the City of Gainesville, release $770,273 from the fund balance identified as Hall County's to be used for capital purchases and operating expenditures as requested by the Community Service Center in its FY 2026 budget request.

This _____ day of _____, 2025

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

By: _____
Commissioner – District 1

By: _____
Commissioner – District 2

By: _____
Commissioner – District 3

By: _____
Commissioner – District 4

ATTEST:

_____
Commission Clerk
Hall County Board of Commissioners

# HALL COUNTY FISCAL YEAR 2026 VICTIM WITNESS PROGRAM

## BUDGET RESOLUTION

**WHEREAS**, the State Legislature of Georgia has established via O.C.G.A., Chapter 21, Article 8, Sections 15-21-130 through 15-21-134, funding for local victim witness assistance programs for the citizens of Hall County; and

**WHEREAS**, Hall County has imposed and collected an additional penalty sum of 5 percent of the original fine for any criminal offense or any criminal ordinance violation; and

**WHEREAS**, the Hall County Financial Services Department has maintained these funds in a special revenue fund, segregating them, as required, from the County's general operating revenues; and

**WHEREAS**, the State has designated the Criminal Justice Coordinating Council its body to promulgate rules governing the approval of victim witness assistance programs, and having approved the programs of the Hall County Solicitor, Gateway Domestic Violence, My Sister's Place, Georgia Legal Aid – Gainesville, Children's Center for Hope and Healing, and Overhead Cover, Inc.; and

**WHEREAS**, the each of the aforementioned programs has petitioned the Hall County Board of Commissioners for this limited funding in Fiscal Year 2026.

**NOW THEREFORE BE IT RESOLVED**, the Hall County Board of Commissioners, in its process of reviewing and approving the Fiscal Year 2026 Budget, establishes the following funding levels for each of the victim witness programs from the local victim witness funds held or to be collected by the County for Fiscal Year 2026.

| Victim Witness Program | FY 2026 Funding |
|---|---|
| Hall County Solicitor | $ 153,263 |
| Gateway Domestic Violence | 4,500 |
| Children's Center for Hope and Healing | 4,500 |
| Total Victim Witness Program Funding | $ 162,263 |

This _____ day of _____, 2025

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

By: _____
Commissioner – District 1

By: _____
Commissioner – District 2

By: _____
Commissioner – District 3

By: _____
Commissioner – District 4

ATTEST:

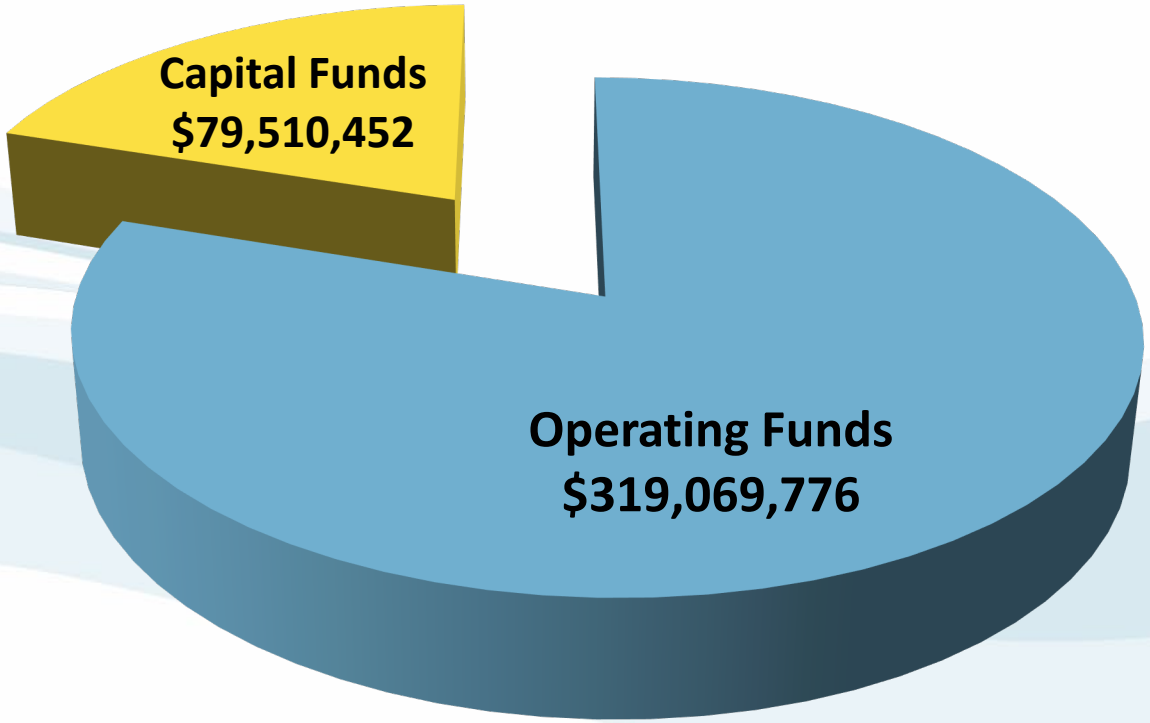
_____
Commission Clerk
Hall County Board of Commissioners

HALL COUNTY

# FY 2026 Budget Resolution

Taylor F. Samples, CPA, MBA
Director of Financial Services
June 26, 2025

# Operating and Capital Funds FY 2026



# Operating Funds

| FUND | FY 2025 ADOPTED BUDGET | FY 2026 PROPOSED BUDGET | % CHANGE |
|---|---|---|---|
| General Fund | $ 132,217,268 | $ 135,118,118 | 2.19% |
| Fire Services Fund | 45,478,707 | 44,144,449 | -2.93% |
| Emergency Services Fund | 15,016,736 | 15,443,821 | 2.84% |
| Development Services Fund | 11,769,115 | 11,861,150 | 0.78% |
| Parks & Leisure Services Fund | 6,331,622 | 6,617,023 | 4.51% |
| E-911 Fund | 5,541,100 | 5,585,991 | 0.81% |
| Parks Marina Fund | 1,977,166 | 2,278,952 | 15.26% |
| Grants Fund | 8,630,868 | 7,878,383 | -8.72% |
| American Rescue Plan Fund | 11,449,608 | 5,838,157 | -49.01% |
| Street Lighting Fund | 1,255,000 | 1,275,000 | 1.59% |
| Restricted Funds | 5,034,671 | 4,260,557 | -15.38% |
| Hotel Motel Tax Fund | 295,000 | 950,000 | 222.03% |
| Date Fund | 249,630 | 196,814 | -21.16% |
| Confiscated Assets Fund | 81,000 | 29,000 | -64.20% |
| Local Gov't Share of Opioid Fund | 358,256 | 415,000 | 15.84% |
| Law Library Fund | 192,936 | 156,320 | -18.98% |
| Group Insurance Fund | 32,504,353 | 35,479,127 | 9.15% |
| Risk Management Fund | 4,058,882 | 4,981,589 | 22.73% |
| Fleet Maintenance Fund | 1,949,504 | 1,995,671 | 2.37% |
| Landfill Fund | 17,058,202 | 17,142,233 | 0.49% |
| Stormwater Fund | 238,000 | 238,573 | 0.24% |
| Water & Sewer Fund | 12,971,201 | 17,183,848 | 32.48% |
| **TOTAL:** | **$ 314,658,825** | **$ 319,069,776** | **1.40%** |

# Capital Funds and Totals

| FUND | FY 2025 ADOPTED BUDGET | FY 2026 PROPOSED BUDGET | % CHANGE |
|---|---|---|---|
| SPLOST VII Fund | 893,386 | 1,425,230 | 59.53% |
| SPLOST VIII Fund | 60,153,978 | 53,499,872 | -11.06% |
| Impact Fees Fund | 1,509,000 | 1,482,847 | -1.73% |
| State Roads Fund | 7,215,486 | 9,210,249 | 27.65% |
| Capital Projects Fund | 14,149,553 | 13,892,254 | -1.82% |
| **TOTAL:** | **$ 83,921,403** | **$ 79,510,452** | **-5.26%** |
| | | | |
| Total County Wide | **$ 398,580,228** | **$ 398,580,228** | **0.00%** |
| | | | |
| Less Interfund Transfers and Charges | (50,507,488) | (52,208,931) | |
| | | | |
| Net County Wide Budget Total | **$ 348,072,740** | **$ 346,371,297** | |

HALL COUNTY

# QUESTIONS/FURTHER DISCUSSION

# HALL COUNTY FISCAL YEAR 2026 BUDGET RESOLUTION

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2026 BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026, FOR EACH FUND OF HALL COUNTY, APPROPRIATING THE AMOUNTS SHOWN IN THE FOLLOWING SCHEDULES FOR THE VARIOUS FUNDS AND DEPARTMENTS; ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES BASED ON THE ESTIMATED 2025 TAX DIGEST AND AFFIRMING THAT EXPENDITURES IN EACH DEPARTMENT MAY NOT EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES:

WHEREAS, the Hall County Board of Commissioners ("Board") is the governing authority of said County; and

WHEREAS, the Board has been presented a Proposed Budget which is the County's financial plan for said fiscal year and includes all projected revenues and allowable expenditures; and

WHEREAS, an advertised public hearing has been held on the 2026 Proposed Budget, as required by State and Local Laws and regulations; and

WHEREAS, the Board resolves that the Proposed 2026 Budget shall in all cases apply to and control the financial affairs of County departments and all other agencies subject to the budgetary and fiscal control of the governing authority; and

WHEREAS, each of the Funds has a balanced budget, such that anticipated funding sources equal proposed expenditures; and

NOW, THEREFORE, BE IT RESOLVED that this 2026 Budget is hereby adopted specifying the anticipated funding sources for each Fund and making appropriations for proposed expenditures to the departments or organizational units named in each fund.

BE IT FURTHER RESOLVED that expenditures of any Operating Budget Fund or Capital Budget Fund shall not exceed the appropriations authorized by this budget and amendments thereto or actual funding sources, whichever is less.

BE IT FURTHER RESOLVED that all expenditures of any Operating Budget Fund or Capital Budget Fund are subject to the policies as established by the Board of Commissioners and the County Administrator; and

BE IT FURTHER RESOLVED that certain Capital Project Budgets are adopted as specified herein, as multiple-year project budgets as provided for in O.C.G.A. § 36-81-3(b)(2); and

BE IT FURTHER RESOLVED that Direct and Indirect Cost Allocations and Contributions as appropriated in any Fund within the various accounts of a Department or Agency are restricted for the express purpose as designated; and

BE IT FURTHER RESOLVED that transfers of appropriations in any Fund among the various accounts within a Department or Agency shall require only the approval of the Director of Financial Services so long as the total budget for each Department or Agency is not increased.

BE IT FURTHER RESOLVED that the 2026 Budget shall be amended so as to adapt to changing governmental needs during the fiscal year as follows: Any increase in appropriations in any Fund for a Department or Agency, whether through a change in anticipated revenues in any Fund or through a

transfer of appropriations among Departments or Agencies, shall require the approval of the Board of Commissioners, except in the following cases where authority is granted to:

1. The Director of Financial Services to:

    a. Allocate funds to appropriate Departments from insurance proceeds for the replacement or repair of damaged equipment items;
    b. Allocate funds from the established Capital Trials Reserve to appropriate Departments within the Judicial System for Capital Cases;
    c. Allocate funds from the established Elections Reserve to appropriate Departments for unexpected election expenses;
    d. Authorize preparation and submission of applications for grant funding; however, acceptance of all grant awards is subject to the approval of the Board of Commissioners;
    e. Adjust revenue and appropriation budgets between capital projects as necessary to incorporate grant awards approved by the Board;
    f. Approve transfers of appropriations within capital projects and allocate funds previously approved, or, as appropriate, transfer appropriations among fiscal years for projects as necessary to allow completion of each project and cover existing obligations/expenses in accordance with the intent and actions of the Board; however, in no case shall appropriations exceed actual available funding sources;
    g. Adjust revenue and appropriation budgets to incorporate collected revenue at the capital fund contingency project level and project specific levels in accordance with the intent and actions of the Board; however, in no case shall appropriations exceed actual available funding sources;
    h. Allocate allowable costs of services provided by a governmental unit on a centralized basis to its Departments and Agencies as defined by the Hall County Cost Allocation Plan;
    i. Allocate funds from Non-Departmental Operating Contingencies for amounts up to $50,000 in accordance with the intent and actions of the Board of Commissioners; however, in no case shall appropriations exceed actual available funding sources; allocate funds from established reserves for leave balances at retirement, salary adjustments and reclassification to Department and Agency as necessary to provide funding for compensation actions, reductions in force and retirement incentives; transfer funds resulting from salary savings or transfer balances resulting from under expenditures in operating accounts to Non-Departmental reserves to fund accrued liabilities and expend funds within Non-Departmental reserve to reduce said accrued liabilities.
    j. Review and consider approval of requests for budget transfers between personnel and normal operating accounts, if necessary, to effectuate a budget objective in accordance with the intent and actions of the Board; however, in no case shall an appropriation exceed actual available funding sources.

2. The County Administrator to:

    a. Allocate funds from Non-Departmental Operating Contingencies for amounts over $50,000 in accordance with the intent and actions of the Board of Commissioners; however, in no case shall appropriations exceed actual available funding sources;
    b. Transfer funds from Department or Agency budgets to Contribution to Capital Projects for amounts up to $50,000;
    c. Transfer funds within a capital fund from fund or program contingencies and/or savings in existing projects to establish new projects for amounts up to $100,000;
    d. Transfer funds to establish new projects related to economic development within a capital fund from fund or program contingencies and/or savings in existing projects;

e. Approve additional appropriations for and / or transfers within capital projects and / or operational needs as it relates to items approved for funding within The American Rescue Plan federal allocation for Hall County Government.
f. Allocate funds from Non-Departmental Contingencies to Department or Agency budgets to provide funding for approved compensation actions;
g. Reallocate funding among projects approved by the Board as allowed by authorizing documents.

BE IT FURTHER RESOLVED that such amendments shall be recognized as approved changes to this resolution in accordance with O.C.G.A. 36-81-3. These authorities for transfers of appropriations shall not be used as an alternative to the normal budget process and are intended to be used only when necessary to facilitate the orderly management of projects and/or programs; transfers approved under these authorities may not be used to change the approved scope or the objective of any capital project.

BE IT FURTHER RESOLVED that the 2026 Budget contains 1,863 authorized positions. The Board shall approve increases in authorized positions. Vacant authorized positions may be reallocated within the same department or reassigned to another department and filled authorized positions may be reassigned at the same grade level between departments with the authorization of the County Administrator. The following compensation policies remain in effect for the 2026 Budget:

1. All vacant authorized positions require the approval of the Human Resources Director and Financial Services Director to recruit and hire;
2. County's Retirement Contributions of 3% to the 401A shall be included and up to an additional 6% match to the 401A account depending upon the employee's participation in the 457 account;
3. BE IT FURTHER RESOLVED that the Board authorizes and directs any and all actions necessary to amend the County's Retirement Plan documents to appropriately reflect the contributions as stated above in item 2; and to modify the auto escalation increase as stated in the 457 plan documents;
4. BE IT FURTHER RESOLVED that the Board shall, for the current budget year reserve a portion of the General Fund and the Special Revenue Funds' Fund Balance at a level equal to the accrued vacation liabilities of the County.
5. BE IT FURTHER RESOLVED that a reclassification of an existing position shall not be considered for approval unless the applicable Department adjusts an existing budgetary item within their existing personnel budget and/or position control to make the reclassification budget neutral overall.

BE IT FURTHER RESOLVED that authority and authorization is delegated to the County Administrator and Human Resources Director to review, establish, modify, change, maintain, and implement policies, rules, structure, criteria, etc. to benefit plans, which shall include, but is not limited to, health premiums and retiree contributions for staff (both active and retiree status) and Board of Commissioners.

BE IT FURTHER RESOLVED that the Board shall maintain the General Fund, Fire Services Fund, Emergency Services Fund, Development Services Fund, and Parks & Leisure Services Fund; unreserved, undesignated fund balance at a level of at least fifteen to twenty-five percent and/or three months of the operating expenditures of each of the respective funds. The level of unreserved, undesignated fund balance in each fund will be reviewed by the Administrative Staff annually to ensure the appropriateness of reserve amounts and may be changed by the Board of Commissioners by written Resolution. Excess funds in the fund balance above the noted threshold may, with the approval of the Board, be transferred to the Capital Projects Fund to fund capital projects, or appropriated for other non-recurring purposes.

BE IT FURTHER RESOLVED that budgets for all Operating Funds of the County are presented as Operating Budgets and/or funds expected to be expended during the current fiscal year. These budgets are the maintenance and operations of each of the Departments and Agencies within those funds.

BE IT FURTHER RESOLVED that the Board is adopting a Fiscal Year 2026 Capital Budget and five year Capital Improvement Plan with a total project length budget (see attached schedule.) There are separate funds maintaining line item budgets for Capital Outlay, representing large asset purchases that have a useful life of two (2) years or more and a value of greater than $5,000. The various Capital Budgets represent the expected fiscal year 2026 expenditures and five subsequent fiscal years for the projects approved by the Board of Commissioners and/or voter referendum.

HALL COUNTY BOARD OF COMMISSIONERS

_____
Chairman

_____
Commissioner – District 1

_____
Commissioner – District 2

Attest:

_____
Commissioner – District 3

_____
County Clerk

_____
Commissioner – District 4

(Seal)

_____
Date

Approved as to form:

_____
Hall County Attorney

# FISCAL YEAR 2026 BUDGET RESOLUTION
# BUDGET SUMMARY
# HALL COUNTY, GEORGIA

**GENERAL FUND**

| | |
|---|---|
| Revenues: | |
| Taxes | $ 113,610,683 |
| Licenses and permits | 3,069,200 |
| Intergovernmental | 1,029,402 |
| Fines and forfeitures | 3,383,870 |
| Charges for services | 11,871,012 |
| Miscellaneous | 500,850 |
| Contributions / Donations | 29,000 |
| Investment Income | 250,000 |
| Operating Transfer In | 1,374,101 |
| **Subtotal Revenues** | 135,118,118 |
| Use of Assigned Fund Balance - Compensation Study | - |
| **TOTAL REVENUES GENERAL FUND** | **$ 135,118,118** |
| | |
| Appropriations: | |
| Administration | $ 1,984,771 |
| Board of Commissioners | 465,484 |
| Financial Services | 2,690,457 |
| Human Resources | 1,165,546 |
| MIS | 5,817,927 |
| Building Inspection | 940,105 |
| Business License | 263,688 |
| Tax Assessor | 3,490,548 |
| Animal Services | 2,921,924 |
| Agricultural Center | 455,537 |
| Legal Services | 859,444 |
| Correctional Institution | 4,598,680 |
| Central Services | 4,748,800 |
| Sheriff | 53,674,509 |
| Coroner | 637,341 |
| Solicitor | 2,488,047 |
| Superior Court | 4,085,066 |
| State Court | 3,136,289 |
| Clerk of Court | 3,896,811 |
| BOE Appeals | 135,126 |
| Probate Court | 1,365,475 |
| Juvenile Court | 4,460,530 |
| District Attorney | 3,090,277 |
| Magistrate Court | 1,959,375 |
| Court Administration | 5,610,898 |

# FISCAL YEAR 2026 BUDGET RESOLUTION
# BUDGET SUMMARY
# HALL COUNTY, GEORGIA

| | | |
|---|---|---|
| Public Defender | | 2,234,146 |
| Soil Conservation Service | | 148,712 |
| Extension Office | | 248,763 |
| Elections | | 2,120,068 |
| Tax Commissioner | | 4,086,528 |
| **GENERAL FUND (cont.)** | | |
| Agencies: | | |
| Health Department | $ 901,777 | |
| Hall County Library System | 3,919,672 | |
| Community Service Center | 857,180 | |
| Legacy Link | 16,000 | |
| Lake Lanier Association | 63,000 | |
| Avita Community Partners | 65,000 | |
| Hall-Dawson CASA | 54,848 | |
| Soil Conservation | 8,000 | |
| Gateway House | 42,000 | |
| Edmondson-Telford | 28,500 | |
| Elachee | 16,500 | |
| Greater Hall Chamber of Commerce | 185,000 | |
| Georgia Mountains Regional Commission | 184,989 | |
| Rape Response | 12,000 | |
| Forest Service | 8,904 | |
| Supporting Adoption and Foster Families Together | 50,000 | |
| Family Ties - Gainesville | 8,500 | |
| Department of Family and Children Services | 250,000 | |
| Total: | | 6,671,870 |
| Non Departmental: | | |
| Retiree Health Insurance (County Share) | 1,800,000 | |
| OPEB Trust Contribution | 311,768 | |
| Enhanced 911 Communications Supplement | 806,969 | |
| Contribution to the Capital Projects Fund | 668,657 | |
| Debt Service | 169,500 | |
| Other General Service Items | 908,482 | |
| Total: | | 4,665,376 |
| **TOTAL APPROPRIATIONS GENERAL FUND** | | **$ 135,118,118** |

**FIRE SERVICES FUND**

| | |
|---|---|
| Revenues: | |
| Taxes | $ 43,873,449 |
| Charges for Services | 200,000 |
| Intergovernmental | 4,000 |
| Investment Income | 67,000 |
| **TOTAL REVENUES FIRE SERVICES FUND** | **$ 44,144,449** |
| Appropriations: | |
| Operations | $ 44,144,449 |
| **TOTAL APPROPRIATIONS FIRE SERVICES FUND** | **$ 44,144,449** |

# FISCAL YEAR 2026 BUDGET RESOLUTION
# BUDGET SUMMARY
# HALL COUNTY, GEORGIA

## EMERGENCY SERVICES FUND

| | | |
|---|---|---|
| Revenues: | | |
| Taxes | $ | 9,776,408 |
| Charges for Services | | 5,628,813 |
| Miscellaneous | | 3,600 |
| Investment Income | | 35,000 |
| Operating Transfer In (General Fund Supplement) | | - |
| **TOTAL REVENUES EMERGENCY SERVICES FUND** | **$** | **15,443,821** |
| Appropriations: | | |
| Operations | $ | 15,443,821 |
| **TOTAL APPROPRIATIONS EMERGENCY SERVICES FUND** | **$** | **15,443,821** |

## DEVELOPMENT SERVICES FUND

| | | |
|---|---|---|
| Revenues: | | |
| Taxes | $ | 11,011,626 |
| Licenses and Permits | | 260,000 |
| Charges for Services | | 110,840 |
| Intergovernmental | | 448,584 |
| Investment Income | | 20,000 |
| Miscellaneous | | 10,100 |
| Operating Transfer In (General Fund Supplement) | | - |
| **TOTAL REVENUES DEVELOPMENT SERVICES FUND** | **$** | **11,861,150** |
| Appropriations: | | |
| Operations | $ | 11,861,150 |
| **TOTAL APPROPRIATIONS DEVELOPMENT SERVICES FUND** | **$** | **11,861,150** |

## PARKS & LEISURE SERVICES FUND

| | | |
|---|---|---|
| Revenues: | | |
| Taxes | $ | 5,662,875 |
| Charges for Services | | 641,725 |
| Contributions / Donations | | 300 |
| Investment Income | | 6,500 |
| Miscellaneous | | 305,623 |
| Operating Transfer In (General Fund Supplement) | | - |
| **TOTAL REVENUES PARKS & LEISURE SERVICES FUND** | **$** | **6,617,023** |
| Appropriations: | | |
| Operations | $ | 6,617,023 |
| **TOTAL APPROPRIATIONS PARKS & LEISURE SERVICES FUND** | **$** | **6,617,023** |

## E911 FUND

| | | |
|---|---|---|
| Revenues: | | |
| Charges for Services | $ | 4,764,490 |
| Investment Income | | - |
| Miscellaneous | | 14,532 |
| Operating Transfer In (General Fund Supplement) | | 806,969 |
| **TOTAL REVENUES E911 FUND** | **$** | **5,585,991** |

# FISCAL YEAR 2026 BUDGET RESOLUTION
# BUDGET SUMMARY
# HALL COUNTY, GEORGIA

| | | |
|---|---|---|
| Appropriations: | | |
| Operations | $ | 5,585,991 |
| **TOTAL APPROPRIATIONS E911 FUND** | **$** | **5,585,991** |

## PARKS MARINA FUND

| | | |
|---|---|---|
| Revenues: | | |
| Charges for Services | $ | 744,423 |
| Investment Income | | 7,540 |
| Miscellaneous | | 1,207,650 |
| Prior Year Reserves - for Capital Projects | | 319,339 |
| **TOTAL REVENUES PARKS MARINA FUND** | **$** | **2,278,952** |
| Appropriations: | | |
| Operations | $ | 2,278,952 |
| **TOTAL APPROPRIATIONS PARKS MARINA FUND** | **$** | **2,278,952** |

## MULTIPLE GRANTS FUND

| | | |
|---|---|---|
| Revenues: | | |
| Intergovernmental | $ | 7,855,739 |
| Contributions / Donations | | 22,644 |
| **TOTAL REVENUES MULTIPLE GRANTS FUND** | **$** | **7,878,383** |
| Appropriations: | | |
| Miscellaneous Grant Programs | $ | 7,878,383 |
| **TOTAL APPROPRIATIONS MULTIPLE GRANTS FUND** | **$** | **7,878,383** |

## AMERICAN RESCUE PLAN FUND

| | | |
|---|---|---|
| Revenues: | | |
| Intergovernmental | $ | 5,838,157 |
| **TOTAL REVENUES AMERICAN RESCUE PLAN FUND** | **$** | **5,838,157** |
| Appropriations: | | |
| Miscellaneous Programs and Projects - American Rescue Plan | $ | 5,838,157 |
| **TOTAL APPROPRIATIONS AMERICAN RESCUE PLAN FUND** | **$** | **5,838,157** |

## SPECIAL ASSESSMENTS (STREET LIGHTING DISTRICTS) FUND

| | | |
|---|---|---|
| Revenues: | | |
| Charges for Services | $ | 1,275,000 |
| **TOTAL REVENUES SPECIAL ASSESSMENTS FUND** | **$** | **1,275,000** |
| Appropriations: | | |
| Operations | $ | 1,275,000 |
| **TOTAL APPROPRIATIONS SPECIAL ASSESSMENTS FUND** | **$** | **1,275,000** |

# FISCAL YEAR 2026 BUDGET RESOLUTION
# BUDGET SUMMARY
# HALL COUNTY, GEORGIA

## RESTRICTED PROGRAMS FUND

| | | |
|---|---|---|
| Revenues: | | |
| Intergovernmental | $ | 1,982,614 |
| Fines and Forfeitures | | 342,579 |
| Charges for Services | | 816,381 |
| Contributions / Donations | | - |
| Miscellaneous | | 142,000 |
| Prior year reserves | | 976,983 |
| **TOTAL REVENUES RESTRICTED PROGRAMS FUND** | **$** | **4,260,557** |
| Appropriations: | | |
| Operations | $ | 4,260,557 |
| **TOTAL APPROPRIATIONS RESTRICTED PROGRAMS FUND** | **$** | **4,260,557** |

## CONFISCATED ASSETS FUND

| | | |
|---|---|---|
| Revenues: | | |
| Fines and Forfeitures | $ | 29,000 |
| Prior Year Reserves | | - |
| **TOTAL REVENUES CONFISCATED ASSETS FUND** | **$** | **29,000** |
| Appropriations: | | |
| Operations | $ | 29,000 |
| **TOTAL APPROPRIATIONS CONFISCATED ASSETS FUND** | **$** | **29,000** |

## DATE FUND

| | | |
|---|---|---|
| Revenues: | | |
| Charges for Services | $ | 40,800 |
| Fines and Forfeitures | | 140,772 |
| Prior Year Reserves | | 15,242 |
| **TOTAL REVENUES DATE FUND** | **$** | **196,814** |
| Appropriations: | | |
| Operations | $ | 196,814 |
| **TOTAL APPROPRIATIONS DATE FUND** | **$** | **196,814** |

## LOCAL GOVT SHARE OF OPIOID FUND

| | | |
|---|---|---|
| Revenues: | | |
| Miscellaneous | $ | 415,000 |
| **TOTAL REVENUES LOCAL GOVT SHARE OF OPIOID FUND** | **$** | **415,000** |
| Appropriations: | | |
| Operations | $ | 415,000 |
| **TOTAL APPROPRIATIONS LOCAL GOVT SHARE OF OPIOID FUND** | **$** | **415,000** |

## HOTEL MOTEL TAX FUND

| | | |
|---|---|---|
| Revenues: | | |
| Taxes | $ | 550,000 |
| Prior Year Reserves | | 400,000 |
| **TOTAL REVENUES HOTEL MOTEL TAX FUND** | **$** | **950,000** |

# FISCAL YEAR 2026 BUDGET RESOLUTION
# BUDGET SUMMARY
# HALL COUNTY, GEORGIA

| | | |
|---|---|---|
| Appropriations: | | |
| Agency Allocation | $ | 950,000 |
| **TOTAL APPROPRIATIONS HOTEL MOTEL TAX FUND** | **$** | **950,000** |

## LAW LIBRARY FUND

| | | |
|---|---|---|
| Revenues: | | |
| Fines and Forfeitures | $ | 156,320 |
| **TOTAL REVENUES LAW LIBRARY FUND** | **$** | **156,320** |
| Appropriations: | | |
| Operations | $ | 156,320 |
| **TOTAL APPROPRIATIONS LAW LIBRARY FUND** | **$** | **156,320** |

## RISK MANAGEMENT FUND

| | | |
|---|---|---|
| Revenues: | | |
| Charges for Services | $ | 4,981,589 |
| **TOTAL REVENUES RISK MANAGEMENT FUND** | **$** | **4,981,589** |
| Appropriations: | | |
| Operations | $ | 4,981,589 |
| **TOTAL APPROPRIATIONS RISK MANAGEMENT FUND** | **$** | **4,981,589** |

## GROUP INSURANCE FUND

| | | |
|---|---|---|
| Revenues: | | |
| Charges for Services | $ | 28,941,488 |
| Miscellaneous | | 6,537,639 |
| **TOTAL REVENUES GROUP INSURANCE FUND** | **$** | **35,479,127** |
| Appropriations: | | |
| Employee Services, Claims, and Operations | $ | 35,479,127 |
| **TOTAL APPROPRIATIONS GROUP INSURANCE FUND** | **$** | **35,479,127** |

## FLEET MAINTENANCE FUND

| | | |
|---|---|---|
| Revenues: | | |
| Charges for Services | $ | 1,995,671 |
| **TOTAL REVENUES FLEET MAINTENANCE FUND** | **$** | **1,995,671** |
| Appropriations: | | |
| Operations | $ | 1,995,671 |
| **TOTAL APPROPRIATIONS FLEET MAINTENANCE FUND** | **$** | **1,995,671** |

## SOLID WASTE ENTERPRISE FUND

| | | |
|---|---|---|
| Revenues: | | |
| Assessment Fees | $ | 3,699,470 |
| Charges for Services | | 7,158,966 |
| Investment Income | | 100,000 |
| Prior year reserves | | 6,183,797 |
| **TOTAL REVENUES SOLID WASTE ENTERPRISE FUND** | **$** | **17,142,233** |

# FISCAL YEAR 2026 BUDGET RESOLUTION
# BUDGET SUMMARY
# HALL COUNTY, GEORGIA

| | | |
|---|---|---|
| Appropriations: | | |
| Operations | $ | 17,142,233 |
| **TOTAL APPROPRIATIONS SOLID WASTE ENTERPRISE FUND** | **$** | **17,142,233** |

## STORMWATER FUND

| | | |
|---|---|---|
| Revenues: | | |
| Charges for Services | $ | 238,573 |
| **TOTAL REVENUES STORMWATER FUND** | **$** | **238,573** |
| Appropriations: | | |
| Stormwater Operations | $ | 238,573 |
| **TOTAL APPROPRIATIONS STORMWATER FUND** | **$** | **238,573** |

## WATER AND SEWER ENTERPRISE FUND

| | | |
|---|---|---|
| Revenues: | | |
| Charges for Services | $ | 5,240,000 |
| Prior year reserves | | 9,660,527 |
| Licenses and Permits | | 100,000 |
| Investment Income | | 80,000 |
| Operating Transfer In (SPLOST) | | 2,103,321 |
| **TOTAL REVENUES WATER AND SEWER ENTERPRISE FUND** | **$** | **17,183,848** |
| Appropriations: | | |
| Sewer/Wastewater Operations | $ | 17,183,848 |
| **TOTAL APPROPRIATIONS WATER AND SEWER ENTERPRISE FUND** | **$** | **17,183,848** |

## CAPITAL PROJECTS FUND

| | | |
|---|---|---|
| Revenues: | | |
| Capital Contributions - Other Funds | $ | 10,562,254 |
| Prior year reserves | | 3,330,000 |
| **TOTAL REVENUES CAPITAL PROJECTS FUND** | **$** | **13,892,254** |
| Appropriations: | | |
| Capital Programs | $ | 13,892,254 |
| **TOTAL APPROPRIATIONS CAPITAL PROJECTS FUND** | **$** | **13,892,254** |

## STATE ROADS FUND

| | | |
|---|---|---|
| Revenues: | | |
| Intergovernmental | $ | 9,210,249 |
| **TOTAL REVENUES STATE ROADS FUND** | **$** | **9,210,249** |
| Appropriations: | | |
| Roads and Related Improvements | $ | 9,210,249 |
| **TOTAL APPROPRIATIONS STATE ROADS FUND** | **$** | **9,210,249** |

## IMPACT FEES FUND

| | | |
|---|---|---|
| Revenues: | | |
| Charges for Services | $ | 1,470,415 |
| Prior year reserves | | 12,432 |

# FISCAL YEAR 2026 BUDGET RESOLUTION
# BUDGET SUMMARY
# HALL COUNTY, GEORGIA

| | | |
|---|---|---|
| **TOTAL REVENUES IMPACT FEES FUND** | **$** | **1,482,847** |
| Appropriations: | | |
| Parks, Library, Fire, Public Safety, and Sheriff Patrol | $ | 1,482,847 |
| **TOTAL APPROPRIATIONS IMPACT FEES FUND** | **$** | **1,482,847** |
| **SPLOST VII FUND** | | |
| Revenues: | | |
| Funds Carried Forward | $ | 1,425,230 |
| **TOTAL REVENUES SPLOST VII FUND** | **$** | **1,425,230** |
| Appropriations: | | |
| Roads, Parks, Public Safety, Sewer, Buildings, Municipalities, etc. | $ | 1,425,230 |
| **TOTAL APPROPRIATIONS SPLOST VII FUND** | **$** | **1,425,230** |
| **SPLOST VIII FUND** | | |
| Revenues: | | |
| Taxes | $ | 53,105,030 |
| Funds Carried Forward | | 394,842 |
| **TOTAL REVENUES SPLOST VIII FUND** | **$** | **53,499,872** |
| Appropriations: | | |
| Roads, Parks, Public Safety, Sewer, Buildings, Municipalities, etc. | $ | 53,499,872 |
| **TOTAL APPROPRIATIONS SPLOST VIII FUND** | **$** | **53,499,872** |
| **TOTAL COUNTY-WIDE OPERATING AND CAPITAL BUDGET** | **$** | **398,580,228** |

| | |
|---|---|
| **Less Interfund Transfers** | **(15,607,266)** |
| **Less Internal Services (Risk & Fleet)** | **(6,977,260)** |
| **Group Insurance Interfund Charges** | **(29,624,405)** |
| **Net Total County Budget** | **346,371,297** |

# FISCAL YEAR 2026 BUDGET RESOLUTION
# (FISCAL YEAR 2027-2031 CAPITAL IMPROVEMENT PLAN)
# HALL COUNTY, GEORGIA

| | | |
|---|---|---|
| **CAPITAL PROJECTS FUND** | | |
| Revenues: | | |
| Capital Contributions from Operating Funds | $ | 73,684,199 |
| Prior Year Reserves | | 90,058,465 |
| **TOTAL REVENUES - CAPITAL PROJECTS FUND** | **$** | **163,742,664** |
| Appropriations: | | |
| Construction / Equipment and Related Costs | $ | 163,742,664 |
| **TOTAL APPROPRIATIONS - CAPITAL PROJECTS FUND** | **$** | **163,742,664** |
| **PARKS MARINA FUND** | | |
| Revenues: | | |
| Ordinary Revenues - Parks Marina Fund | | 1,308,000 |
| **TOTAL REVENUES - PARKS MARINA FUND** | **$** | **1,308,000** |
| Appropriations: | | |
| Park Enhancements and Improvements | $ | 1,308,000 |
| **TOTAL APPROPRIATIONS - PARKS MARINA FUND** | **$** | **1,308,000** |
| **WATER AND SEWER ENTERPRISE FUND** | | |
| Revenues: | | |
| Prior Year Reserves | $ | 18,050,447 |
| Ordinary Revenues - Sewer Fund | | 18,050,447 |
| **TOTAL REVENUES - WATER AND SEWER ENTERPRISE FUND** | **$** | **36,100,894** |
| Appropriations: | | |
| Sewer Infrastructure Improvements | $ | 36,100,894 |
| **TOTAL APPROPRIATIONS - WATER AND SEWER ENTERPRISE FUND** | **$** | **36,100,894** |
| **SOLID WASTE ENTERPRISE FUND** | | |
| Revenues: | | |
| Prior Year Reserves | $ | 25,693,050 |
| Ordinary Revenues - Solid Waste Enterprise Fund | | 25,693,050 |
| **TOTAL REVENUES - SOLID WASTE ENTERPRISE FUND** | **$** | **51,386,100** |
| Appropriations: | | |
| Heavy Equipment, Vehicles, and Infrastructure Improvements | $ | 51,386,100 |
| **TOTAL APPROPRIATIONS - SOLID WASTE ENTERPRISE FUND** | **$** | **51,386,100** |
| **IMPACT FEES FUND** | | |
| Revenues: | | |
| Charges for Services | $ | 268,099 |
| Prior year reserves | | 1,044,791 |
| **TOTAL REVENUES - IMPACT FEES FUND** | **$** | **1,312,889** |
| Appropriations: | | |
| Parks, Library, Fire, Public Safety, and Sheriff Patrol | $ | 1,312,889 |
| **TOTAL APPROPRIATIONS - IMPACT FEES FUND** | **$** | **1,312,889** |

# FISCAL YEAR 2026 BUDGET RESOLUTION
# (FISCAL YEAR 2027-2031 CAPITAL IMPROVEMENT PLAN)
# HALL COUNTY, GEORGIA

| | | |
|---|---|---|
| **SPLOST VII FUND** | | |
| Revenues: | | |
| Prior Year Reserves | $ | 4,808,488 |
| **TOTAL REVENUES - SPLOST VII FUND** | **$** | **4,808,488** |
| Appropriations: | | |
| Roads and related improvements, Parks, Water and Sewer, Buildings, Heavy Equipment, Vehicles, etc. | $ | 4,808,488 |
| **TOTAL APPROPRIATIONS - SPLOST VII FUND** | **$** | **4,808,488** |
| **SPLOST VIII FUND** | | |
| Revenues: | | |
| Taxes | $ | 27,170,855 |
| Prior Year Reserves | | 27,170,855 |
| **TOTAL REVENUES - SPLOST VIII FUND** | **$** | **54,341,709** |
| Appropriations: | | |
| Roads and related improvements, Parks, Water and Sewer, Buildings, Heavy Equipment, Vehicles, Municipalities, etc. | $ | 54,341,709 |
| **TOTAL APPROPRIATIONS - SPLOST VIII FUND** | **$** | **54,341,709** |
| **OTHER CAPITAL FUNDING SOURCES** | | |
| Revenues: | | |
| Other Capital Funding Sources | $ | 284,036,228 |
| **TOTAL REVENUES - OTHER CAPITAL FUNDING SOURCES** | **$** | **284,036,228** |
| Appropriations: | | |
| Roads and related improvements, Parks, Public Safety Apparatus, Water and Sewer, Buildings, Heavy Equipment, Vehicles, etc. | $ | 284,036,228 |
| **TOTAL APPROPRIATIONS - OTHER CAPITAL FUNDING SOURCES** | **$** | **284,036,228** |
| **TOTAL PROPOSED BUDGET - FY 2027-2031 CAPITAL IMPROVEMENT PLAN** | **$** | **597,036,972** |

# AGENDA ITEM

## Other Business - Financial Services

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 363/2025

**SUBJECT:** Approve the Fiscal Year 2025 Budget Adjustment Resolution.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** TS

**Recommendation:**
Approve.

**Purpose of Request:**

Approve the Fiscal Year 2025 Budget Adjustment Resolution

**History:**
This resolution is signed each year by the Board of Commisoners in order for Financial Services to properly close out the fiscal year and make any final budget adjustments in accordance with Generally Accepted Accounting Principles (GAAP).

**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?** | 2025-06-26 |

**Approvals:**

| Submit | Budget | Finance | Attorney |
|---|---|---|---|
| TS | JM | TS | WLI |
| **Administration** | | **Clerk** | |

| Administration | Clerk |
| --- | --- |
| CR | JR |

**Attachments:**

FY 2025 Budget Adjustment Resolution

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 363/2025

**Funds Requested:** $ 0.00

**Request Budgeted:** No

**Proposed Source of Funding:**

**Budget Transfer Requested:** No

**Funding Source Items:**

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** TS

**Phone:** 770-531-3900

# HALL COUNTY FISCAL YEAR 2025 BUDGET ADJUSTMENT RESOLUTION

**WHEREAS**, the Hall County Board of Commissioners, has adopted the Fiscal Year 2025 annual budget, the Hall County Board of Commissioners, in its adoption and amending of the annual operating and capital budgets has established the prerequisite sources of funding and the respective levels of funding for the various county departments and agency operations in meeting the short and long-term needs of its citizenry; and

**WHEREAS**, the fiscal year budgets for Hall County, as adopted and amended, were balanced and remained balanced in lieu of county operations to date; and

**WHEREAS**, the annual reporting of the County's operations for the fiscal year require denoting of the original and final amended budget in its annual comprehensive financial report; and

**NOW THEREFORE BE IT RESOLVED**, that the Hall County Board of Commissioners, with the authority vested within it, herein directs and authorizes the County Administrator and the Financial Services Department to, in accordance with generally accepted accounting principles and the standards of the Governmental Accounting Standards Board,

1) appropriate and budget additional funding based on receipts exceeding those previously budgeted; and
2) facilitate the appropriation and budgeting of funds to be transferred between funds for the operations of several County functions; and
3) facilitate the appropriation and budgeting of funds to be transferred between one or more departments.

Nothing except what is specifically denoted herein will provide for an increase in the budget at the fund-level as adopted or amended by this Commission.

This _____ day of _____, 2025.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____

Chairman

By: _____

Commissioner- District 1

By: _____

Commissioner- District 2

By: _____

Commissioner- District 3

By: _____

Commissioner-District 4

ATTEST:

_____

Commission Clerk

Hall County Board of Commissioners

# AGENDA ITEM

## Human Resources

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 405/2025

**SUBJECT:** Approve the resolution to adopt, restate, and amend Hall County Retirement Benefits; authorization for the Chairman to execute all related documents, subject to review and approval by the County Attorney.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** DLJ

**Recommendation:**
Department recommends approval of the resolution.

**Purpose of Request:**
Purpose of this request is to seek approval to adopt, restate, and amend the Hall County retirement benefits.

**History:**

**Facts and Issues:**

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Submit | Approve | Budget | Finance |
|---|---|---|---|
| LJ | LJ | JM | TS |

| Attorney | Administration | Clerk |
|---|---|---|
| WLI | CR | JR |

**Attachments:**

Resolution

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 405/2025

**Funds Requested:** $ 0.00

**Request Budgeted:** Yes

**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 requirements 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, with limitations, 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 are approved, authorized, and provided for by June 26, 2025, and effective as to Exhibits "A" and "B" on January 1, 2026, due to budget funding, except for the discretionary contributions increase in the Money Purchase Plan, which will be effective July 13, 2025, pursuant to Exhibit "A." The provisions of Exhibit "C" are effective immediately.

**SO RESOLVED,** this the _____ day of June, 2025.

**HALL COUNTY BOARD OF COMMISSIONERS**

By: _____
David Gibbs, 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 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 06/26/2025:

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed this

_____

day of

_____, 2025.

HALL COUNTY:

Signature:_____

Print Name: _____

Title/Position:_____

# HALL COUNTY MONEY PURCHASE PLAN

# HALL COUNTY MONEY PURCHASE PLAN

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# ADOPTION AGREEMENT #002
# GOVERNMENTAL MONEY PURCHASE NON-STANDARDIZED PLAN

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a tax-exempt plan under Code section 401(a). The Plan is further intended to qualify as a governmental plan under Code section 414(d). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

## EMPLOYER INFORMATION

***NOTE:*** *An amendment is not required to change the responses in items 1-10 below.*

***NOTE:*** *The Plan Sponsor must be an entity that is eligible to adopt a governmental plan as defined in Code section 414(d).*

1. Name of adopting employer (Plan Sponsor): Hall County
2. Address: 2875 Browns Bridge Road
3. City: Gainesville
4. State: GA
5. Zip: 30504
6. Phone number: 770-531-2450
7. Fax number: _____
8. Plan Sponsor EIN: 58-6000836
9. Plan Sponsor fiscal year end: 12/31
10. State of organization of Plan Sponsor: GA

## PLAN INFORMATION

## SECTION A. GENERAL INFORMATION

### Plan Name/Effective Date

1. Plan Number: 002
2. Plan name:
   a. Hall County Money Purchase Plan
   b. _____

   ***NOTE:*** *A.1 is optional.*
3. **Effective Date**
   a. Original effective date of Plan: 07/01/1998
   b. **[ X ]** This is a restatement of a previously-adopted plan. Effective date of Plan restatement: 06/26/2025

   ***NOTE:*** *The dates specified above in A.3a or A.3b may not be earlier than the first day of the Plan Year during which the Plan is adopted or amended and restated by the Plan Sponsor.*
4. **Plan Year**


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**a.** Plan Year means each consecutive 12-month period ending on 12/31 (e.g. December 31)
**b.** [ ] The Plan has a Short Plan Year. The Short Plan Year begins_____and ends _____
**i.** In the event of a Short Plan Year, service conditions will be pro-rated based on months for the following purposes:
[ ] None
[ ] All purposes (i.e., eligibility, allocation conditions, and vesting)
[ ] Other: _____

***NOTE:*** *The provisions of A.4b apply only in the event of an initial Plan Year. A Short Plan Year for reasons other than the initial Plan Year requires a Plan amendment.*

**5. Limitation Year means:**
**a.** [ **X** ] Plan Year
**b.** [ ] calendar year
**c.** [ ] Other: _____

***NOTE:*** *If "Other" is selected, the Limitation Year must be a consecutive 12-month period.*

**6. Frozen Plan**
**a.** [ ] The Plan is frozen as to eligibility effective: _____
**b.** [ ] The Plan is frozen as to benefit accruals effective: _____

## Plan Features

**7. Employee Contributions** (Section 4.01)
**a.** Mandatory Employee Contributions (pick-up contributions) are permitted under the Plan:
**i.** [ ] Yes,_____% of Plan Compensation
**ii.** [ ] Yes, salary schedule according to the chart below:

| Salary Range | Mandatory Employee Contributions |
|---|---|

**iii.** [ ] Yes, other fixed method: _____
**iv.** [ **X** ] No

**b.** Voluntary (After-Tax) Contributions are permitted under the Plan:
**i.** [ ] Yes
**ii.** [ **X** ] No
**iii.** [ ] Formerly Allowed

**c.** Mandatory After-Tax Employee Contributions are permitted under the Plan:
**i.** [ ] Yes,_____% of Plan Compensation
**ii.** [ ] Yes, salary schedule according to the chart below:
**iii.** [ ] Yes, other fixed method: _____
**iv.** [ **X** ] No

***NOTE:*** *If A.7a is "No", questions regarding Mandatory Employee Contributions are disregarded.*
***NOTE:*** *If other method (A.7a.iii or A.7c.iii) is selected, the method must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

## Compensation

**8. Statutory Compensation**
**a.** Definition of Statutory Compensation (as defined in Article 2 of the Basic Plan Document):
**i.** [ ] Section 415 Compensation
**ii.** [ **X** ] W-2 Compensation
**iii.** [ ] Withholding Compensation
**iv.** [ ] Section 415 Safe Harbor Option


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**b.** **[ X ]** Include deemed Code section 125 compensation in definition of Statutory Compensation.
**c.** **[ ]** Include Post Severance Compensation in definition of Statutory Compensation.
**d.** **[ ]** Include Post Year End Compensation in definition of Statutory Compensation.

**9. Plan Compensation**

**a.** Definition of Plan Compensation (as defined in Article 2 of the Basic Plan Document) for purposes of allocations will be Statutory Compensation with the following exclusions:

| | | Mandatory/Voluntary/Mandatory After-Tax Contributions | Pension Contributions |
|---|---|---|---|
| **i.** | No Exclusions | [ ] | [ ] |
| **ii.** | Pay earned before participation | [ ] | [ X ] |
| **iii.** | Amounts which are contributed by the Employer pursuant to a salary reduction agreement and not includible in the gross income of the Participant under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457 | [ ] | [ ] |
| **iv.** | All of the following benefits (even if includable in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits (Treas. Reg. section 1.414(s)-1(c)(3)) | [ ] | [ ] |
| **v.** | Differential military pay as defined in Code section 3401(h)(2) | [ ] | [ ] |
| **vi.** | Final Paycheck Pay | [ ] | [ ] |
| **vii.** | Post Severance Compensation | [ ] | [ ] |
| **viii.** | Post Year End Compensation | [ ] | [ ] |
| **ix.** | Other adjustments (e.g., commissions, bonuses, etc.): **Superior Court Judges compensation is limited to locality pay only.** | [ ] | [ X ] |

***NOTE:*** *If any exclusions are selected which do not meet the safe harbor exclusions as described under Section 414(s) Compensation, the definition of Plan Compensation will cause the Plan to fail to qualify for any contribution safe harbors, such as the permitted disparity allocation or safe harbor contributions.*
***NOTE:*** *If "Other adjustments" is selected, the description must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*
***NOTE:*** *See Section 4.01(c) for rules regarding elections for bonuses or other special pay.*

**b.** Plan Compensation is determined over the period specified below ending with or within the Plan Year:

**i.** **[ X ]** Plan Year
**ii.** **[ ]** calendar year
**iii.** **[ ]** Plan Sponsor Fiscal Year
**iv.** **[ ]** Limitation Year
**v.** **[ ]** Other 12-month period beginning on:_____(enter month and day)


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## Definitions

**10. Disability**

Definition of Disability

**a.** [ ] The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.

**b.** **[ X ]** Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.

**c.** [ ] Inability to engage in comparable occupation. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment shall be supported by medical evidence.

**d.** [ ] Pursuant to other Employer Disability Plan. The Participant is eligible to receive benefits under an Employer-sponsored disability plan.

**e.** [ ] Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled under a written policy.

**f.** [ ] Other: _____

***NOTE:*** *If "Other" is selected, the definition provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

**11. Choice of Law/State Law**

**a.** Name of state or commonwealth for choice of law (Section 12.05): Georgia

**b.** Enter any state law provisions that apply to the Plan: _____

***NOTE:*** *Only state law and regulations may be entered in A.11b. The Plan may not violate applicable state law.*

# SECTION B. ELIGIBILITY

## Exclusions

**1. The term "Eligible Employee" shall not include (Check items as appropriate):**

| | | Mandatory/Voluntary/Mandatory After-Tax Contributions | Pension Contributions |
|---|---|---|---|
| **a.** | No Exclusions | [ ] | [ ] |
| **b.** | Union Employees | [ ] | [ X ] |
| **c.** | Leased Employees | [ ] | [ X ] |
| **d.** | Non-Resident Alien | [ ] | [ X ] |
| **e.** | Other Employees (Section 3.06(a)): **Any employee, if Hall County makes a contribution on their behalf to any other Retirement Plan.** | [ ] | [ X ] |

***NOTE:*** *If "Other Employees" is selected, the definition provided must be objectively determinable and may not name a specific individual or be specified in a manner that is subject to Employer discretion.*



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**2. Opt-Out**

[ ] An Employee may irrevocably elect not to participate in the Plan.

***NOTE:*** *If the Plan provides for Mandatory Employee Contributions (A.7a.iv is not selected), B.2 shall not apply to Mandatory Employee Contributions.*

## Eligibility Service Rules

**3. Other Employer Service**

[ ] Count service with employers other than the Employer for eligibility purposes. List other employers along with any limitations: _____

**4. Special Participation Date**

**a.** [ ] Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on_____shall become eligible to participate in the Plan as of ____

**b.** [ ] The Plan provides conditions or limitations on immediate participation: _____

***NOTE:*** *Describe the conditions or limitations that apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

## Eligibility for All Contribution Types

**5. Age Requirement for Plan Participation**

| | | Mandatory/Voluntary/Mandatory After-Tax Contributions | Pension Contributions |
|---|---|---|---|
| **a.** | Age Requirement | n/a | None |

**6. Service Requirement for Plan Participation**

| | | Mandatory/Voluntary/Mandatory After-Tax Contributions | Pension Contributions |
|---|---|---|---|
| **a.** | No Minimum Service | [ ] | [ ] |
| **b.** | Completion of_____Year(s) of Eligibility Service - Elapsed Time | [ ] | [ ] |
| **c.** | Completion of_____Hours of Service (not to exceed 1,000) in a_____month period (not to exceed 12; hours of service failsafe applies) | [ ] | [ ] |
| **d.** | Completion of_____Hours of Service (not to exceed 1,000) within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed | [ ] | [ ] |
| **e.** | Completion of 1 month(s) of service - Elapsed Time | [ ] | [ X ] |
| **f.** | Completion of_____day(s) of service - Elapsed Time | [ ] | [ ] |
| **g.** | Other: _____ | [ ] | [ ] |
| **h.** | Additional Requirements: _____ | [ ] | [ ] |



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***NOTE:*** *If "Other" is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*
***NOTE:*** *Any "Additional Requirements" provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

**7. Entry Dates**

| | | Mandatory/Voluntary/Mandatory After-Tax Contributions | Pension Contributions |
|---|---|---|---|
| **a.** | Immediate | [ ] | [ ] |
| **b.** | First day of each payroll period | [ ] | [ ] |
| **c.** | First day of the calendar month | [ ] | [X] |
| **d.** | First day of each Plan quarter | [ ] | [ ] |
| **e.** | First day of the first month and seventh month of the Plan Year | [ ] | [ ] |
| **f.** | First day of the Plan Year | [ ] | [ ] |
| **g.** | Other: | [ ] | [ ] |

***NOTE:*** *If B.7g is selected, the other entry date must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

**8. Entry Timing for Plan Participation**

An Eligible Employee shall become a Participant on the entry date that is:

| | | Mandatory/Voluntary/Mandatory After-Tax Contributions | Pension Contributions |
|---|---|---|---|
| **a.** | Coincident with or next following the date the eligibility requirements are met | [ ] | [X] |
| **b.** | Next following the date the eligibility requirements are met | [ ] | [ ] |
| **c.** | Coincident with or immediately preceding the date the eligibility requirements are met | n/a | [ ] |
| **d.** | Immediately preceding the date the eligibility requirements are met | n/a | [ ] |
| **e.** | Nearest to the date the eligibility requirements are met | n/a | [ ] |

***NOTE:*** *If B.7a. is selected, an Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions immediately upon meeting the eligibility requirements.*

## Transfers/Rehires

**9. Transfers/Rehires**

**a.** If an Employee either (1) upon rehire again qualifies as an Eligible Employee, (2) or if not previously an Eligible Employee who due to a change in status becomes an Eligible Employee, he


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shall become a Participant with respect to the contributions for which the eligibility requirements have been satisfied (Section 3.05):

- **i.** **[ X ]** as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
- **ii.** **[ ]** on the entry date as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3

**b.** An individual who has satisfied the applicable eligibility requirements set forth in Article 3 before his rehire date, and who is subsequently reemployed by the Employer as an Eligible Employee shall resume or become a Participant (Section 3.05):

- **i.** **[ X ]** immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied
- **ii.** **[ ]** on the entry date coincident with or next following his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied

## SECTION C. CONTRIBUTIONS

### Voluntary Contributions

***NOTE:*** *If A.7b is "Yes" (Voluntary Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.7 shall be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):*

**1. Minimum and Maximum Voluntary Contributions**

**a.** Minimum Voluntary Contribution: _____
**b.** Maximum Voluntary Contribution: _____
**c.** Other limits on Voluntary Contributions apply: _____

***NOTE:*** *C.1a and C.1b may not be more than 100% of Plan Compensation.*
***NOTE:*** *If C.1c is selected the requirements provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

### Pension - Service

***NOTE:*** *An Eligible Employee who has met the requirements of B.5 through B.7 and who has satisfied the following requirements shall be eligible to receive an allocation of Pension Contributions during the applicable Plan Year.*

**2. Allocation Service Requirements for Pension Contributions**

**a.** **[ X ]** None
**b.** **[ ]** In order to share in the allocation of Pension Contributions, a Participant is required to complete at least the following number of Hours of Service in the applicable Plan Year _____
**c.** **[ ]** In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year
**d.** **[ ]** In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year or complete at least_____Hours of Service in the applicable Plan Year

***NOTE:*** *C.2b and C.2c are inapplicable if C.2a or C.2d is selected.*

**3. Exceptions to Allocation Service Requirements for Pension Contributions**


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**a.** [ ] A Participant whose employment terminates on the last day of the Plan Year is treated as being employed by the Employer on the last day of the Plan Year.

**b.** Modify Hour of Service requirement or last day requirement for a Participant who Terminates employment with the Employer during the Plan Year due to:

**i.** [ ] death
**ii.** [ ] Disability
**iii.** [ ] attainment of Normal Retirement Age
**iv.** [ ] attainment of Early Retirement Age

**c.** Any Hour of Service requirement and last day requirement shall be modified as follows:

**i.** [ ] Waive both the Hour of Service requirement and last day requirement
**ii.** [ ] Waive the Hour of Service requirement only
**iii.** [ ] Waive last day requirement only

***d.*** [ ] The following other modifications shall be made to the requirements specified in C.2-3c: _____

***NOTE:*** *Other modifications must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

## Pension Contributions - Formula

**4.** Pension allocation formula. The Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 as follows (Section 4.03):

**a.** **[ X ]** Pro rata. In the amount of 3% to be allocated in the ratio that each Participant's Plan Compensation bears to the Plan Compensation of all eligible Participants.

**b.** [ ] Points. In the amount of_____to be allocated as described in C.5.

**c.** [ ] Fixed Amount. In the amount of_____to be allocated by dividing the total amount by the number of Participants eligible to share in such contribution.

**d.** [ ] Defined Groups. See C.6

**e.** [ ] Other fixed formula: _____

***NOTE:*** *If B.4e is selected, the other fixed formula must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

**5.** **Pension Contribution - Points**

If C.4b is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 in the ratio that such Participant's points bears to the points of all eligible Participants.

Each Participant shall receive to the extent provided in C.5a: (a) the points described in C.5d for each year of age he has attained (as of his birthday during such Plan Year), (b) the points described in C.5c for each Plan Year, including the current Plan Year, during which he was eligible to participate in the Plan after meeting the requirements of Article 3 (regardless of any service or last day requirement in Article 4) applicable to Pension Contributions, and (c) the points described in C.5b for each $_____of Plan Compensation he has earned for such Plan Year.

**a.** Points will be computed on basis of:

**i.** [ ] Age, Service and Plan Compensation
**ii.** [ ] Age and Service
**iii.** [ ] Age and Plan Compensation
**iv.** [ ] Service and Plan Compensation
**v.** [ ] Age Only
**vi.** [ ] Service Only

**b.** Points awarded for $_____of Plan Compensation: _____



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**c.** Points awarded for each year of participation: _____

**d.** Points awarded for each year of age: _____

***NOTE:*** *C.5b, C.5c and C.5d apply to the extent that C.5a provides points for Plan Compensation, Years of Service or age, respectively.*

**6. Pension Contribution- Defined Groups**

If C.4d is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 in an amount designated by the Employer to be allocated to each group described in C.6. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Pension Contributions in the method as specified in C.6 for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Employer shall notify the Plan Administrator in writing of the amount of contributions allocated to each group.

**a.** Group One:_____An amount equal to:

- **i.** [ ] A percentage of Plan Compensation _____
- **ii.** [ ] A fixed dollar amount _____
- **iii.** [ ] the greater of i. or ii.

***NOTE:*** *Groups must be defined in a manner that is objectively determined with no Employer discretion. Groups may not be designed so that the permanency requirement of Treas. Reg. section 1.401-1(b)(2) is violated.*

***NOTE:*** *See Section 3.06 for rules regarding eligibility requirements.*

**7. Determination Period for Pension Contributions**

**a.** Pension Contributions are determined at the following time(s):

- **i.** [ ] End of Plan Year
- **ii.** [ ] Semi-annually
- **iii.** [ ] Quarterly
- **iv.** [ ] Each calendar month
- **v.** [ **X** ] Each pay period

**b.** Minimum and Maximum Pension Contributions

- **i.** [ ] Allocations of Pension Contributions for a Participant shall be subject to a minimum amount: _____
- **ii.** [ ] Allocations of Pension Contributions for a Participant shall be subject to a maximum amount: _____

***NOTE:*** *Any service requirements specified in C.2 through C.3 shall be applied pro rata to the period selected in this C.7a. Any last day rule specified in C.2 through C.3 shall be applied as of the end of each period selected in this C.7a.*

**8. Paid Time Off**

**a.** [ ] The Employer will contribute a Participant's unused paid time off (vacation or sick leave) as a Pension Contribution to the Plan. Unused paid time off shall be contributed to the Plan:

- **i.** [ ] Each Plan Year
- **ii.** [ ] Upon Termination

**b.** [ ] The following limitations/conditions shall apply: _____

***NOTE:*** *Any unused paid time off where the Participant has the right to request cash payment is not eligible for contribution to the Plan under this C.8.*

***NOTE:*** *The unused paid time off contributions must be contributed by multiplication of the Participant's current daily rate of pay against the amount of accrued unpaid leave.*

***NOTE:*** *Paid time off contributions must conform with Revenue Rulings 2009-31 and 2009-32.*

**9. Pension - Disability**

[ ] Allocate Pension Contributions to Disabled Participants who do not meet the allocation service


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requirements (Section 4.03(d)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the_____anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(d).

**10. Collective Bargaining Agreement**

**a.** [ ] In addition to the formula selected in C.4, an amount necessary to meet the Employer's requirements under an applicable collective bargaining agreement shall be allocated as follows: ____

**b.** The collective bargaining allocations will offset other Employer contribution allocations that would otherwise be made to a Participant:

**i.** [ ] Yes - Pension contributions only

**ii.** [ ] No

**iii.** [ ] Other: _____

***NOTE:*** *C.4-7 (amount, timing, maximum and minimum Pension Contributions) will not apply to collectively bargained contributions. Collectively bargained contribution allocation timing, maximums and minimums will be determined under the collective bargaining agreement unless otherwise specified in C.10b.*

## Other Contributions

**11. Prevailing Wage**

**a.** [ ] The Employer will make a prevailing wage contribution for each Participant who performs an hour or more of service under a public contract subject to the Davis-Bacon Act. The formula for allocating prevailing wage contributions shall be specified in the Prevailing Wage Addendum to the Adoption Agreement. The contribution allocated will be dependent on the Participant's job classification and the hourly rate established:

**i.** [ ] by the applicable federal, state, or municipal prevailing wage laws.

**ii.** [ ] in the Prevailing Wage Addendum to the Adoption Agreement.

**b.** Offset of other contributions:

**i.** [ ] Any other Pension Contribution allocations that would otherwise be made to a Participant

**ii.** [ ] Other: _____

***NOTE:*** *If C.11a.ii is selected, the Prevailing Wage Addendum entry should include job classifications and applicable hourly rates. To the extent the hourly rates established in the Prevailing Wage Addendum result in a smaller contribution than is required under the applicable federal, state, or municipal prevailing wage laws, the Plan Administrator retains the discretion to make the larger contribution as the prevailing wage contribution.*

**12. Rollovers**

Rollover Contributions are permitted (Section 4.04):

**a.** **[ X ]** No

**b.** [ ] Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan

**c.** [ ] Yes - Only active Participants may make a Rollover Contribution

**d.** [ ] Yes -_____Participants may make a Rollover Contribution

***NOTE:*** *The Plan Administrator must use its discretion in a consistent and nondiscriminatory manner.*

**13. Deemed IRAs**

[ ] The Plan may accept voluntary contributions to deemed IRAs (Section 4.08)

**14. Death or Disability During Qualified Military Service**

**[ X ]** For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Employer on the day preceding


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death or Disability and terminated employment on the day of death or Disability pursuant to Code section 414(u)(9) (Section 6.02).

**15. 415 Additional Language**

**[ ]** Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans:_____.

## SECTION D. VESTING

### Vesting Schedules

**1.** Pension

Pension Contribution Account Vesting Schedule:

**a.** **[ ]** 100%

**b.** **[ ]** year cliff

**c.** **[ X ]** Other:

**i.** Other Pension Schedule - less than 1 year: 0%

**ii.** Other Pension Schedule - 1 years but less than 2 years: 0%

**iii.** Other Pension Schedule - 2 years but less than 3 years: 0%

**iv.** Other Pension Schedule - 3 years but less than 4 years: 50%

**v.** Other Pension Schedule - 4 years but less than 5 years: 75%

**vi.** Other Pension Schedule - 5 years but less than 6 years: 100%

**vii.** Other Pension Schedule - 6 years but less than 7 years: 100%

**viii.** Other Pension Schedule - 7 years but less than 8 years: 100%

**ix.** Other Pension Schedule - 8 years but less than 9 years: 100%

**x.** Other Pension Schedule - 9 years but less than 10 years: 100%

**xi.** Other Pension Schedule - 10 years but less than 11 years: 100%

**xii.** Other Pension Schedule - 11 years but less than 12 years: 100%

**xiii.** Other Pension Schedule - 12 years but less than 13 years: 100%

**xiv.** Other Pension Schedule - 13 years but less than 14 years: 100%

**xv.** Other Pension Schedule - 14 years but less than 15 years: 100%

**xvi.** Other Pension Schedule - 15 years but less than 16 years: 100%

**xvii.** Other Pension Schedule - 16 years but less than 17 years: 100%

**xviii.** Other Pension Schedule - 17 years but less than 18 years: 100%

**xix.** Other Pension Schedule - 18 years but less than 19 years: 100%

**xx.** Other Pension Schedule - 19 years but less than 20 years: 100%

**xxi.** Other Pension Schedule - 20 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.*

***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**

**[ X ]** The Plan has another vesting schedule: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%.



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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.*

## Vesting Service Rules

***NOTE:*** *If D.1a is selected and D.2 is not selected, the remaining options in section D.3-7 are inapplicable.*

**3. Vesting Computation Period**

**a.** **[ X ]** Calendar year

**b.** [ ] Plan Year

**c.** [ ] The consecutive 12-month period commencing on the date the Employee first performs an Hour of Service; each subsequent consecutive 12-month period shall commence on the anniversary of such date

**d.** [ ] Other: _____

***NOTE:*** *D.3d must be based on creditable years of service.*

**4. Other Employer Service**

[ ] Count service with employers other than the Employer for vesting purposes. List other employers for which the service applies along with any limitations: _____

**5. Vesting Exceptions (Section 6.02)**

**a.** **[ X ]** Death. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee.

**b.** **[ X ]** Disability. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee.

**c.** [ ] Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee.

**6. Vesting Exclusions**

**a.** [ ] Exclude Years of Vesting Service earned before age 18.

**b.** [ ] Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan.

**7. Vesting Forfeitures**

**a.** Upon termination, nonvested account balances shall be forfeited

**i.** **[ X ]** as soon as administratively feasible

**ii.** [ ] other timeframe: _____

**b.** Upon receiving a distribution, the nonvested portion of the account shall be forfeited

**i.** **[ X ]** as soon as administratively feasible

**ii.** [ ] other timeframe: _____

***NOTE:*** *The other timeframes must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

**8. Forfeitures and Re-employment**

**a.** [ ] forfeited account balances shall be restored and continue to vest (select any of the following if applicable)

**i.** [ ] only if the period of severance was less than or equal to the following period _____



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**ii.** [ ] only to the extent the vested account balance was not distributed
**iii.** [ ] only to the extent the vested distributed account balance is restored to the Plan

**b.** **[ X ]** forfeited account balances shall not be restored

**9. Use of Forfeitures**

Forfeitures will be used in the following manner (Article 6):

**a.** **[ X ]** Any permissible method described in Section 6.03(d)
**b.** [ ] Other: _____

***NOTE:*** *If D.9a is selected, forfeitures may be allocated in any manner at the discretion of the Plan Administrator.*

***NOTE:*** *D.9b is limited to one or a combination of the options described in Section 6.03(d), may be used to further restrict the uses of forfeitures, and must be applied in a consistent and nondiscriminatory manner.*

**10. Special Vesting Provisions**

[ ] Provide for special vesting provisions (e.g., 100% vesting as of a certain date, or to set a different vesting schedule for employees based on division): _____

***NOTE:*** *The special vesting provisions must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

## SECTION E. DISTRIBUTIONS

**1. Normal Retirement**

Normal Retirement Age means:

**a.** **[ X ]** Attainment of age (not to exceed 65): 65
**b.** [ ] Later of attainment of age_____or the_____anniversary of Plan participation.
**c.** [ ] Other: _____

***NOTE:*** *Effective Plan Years beginning on or after the later of (1) January 1, 2015 or (2) the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the definition of Normal Retirement Age must satisfy Treas. Reg. section 1.401(a)-1(b) pursuant to IRS Notice 2012-29.*

**2. Early Retirement**

Early Retirement Age means:

**a.** **[ X ]** None. The Plan does not have an early retirement feature.
**b.** [ ] Attainment of age _____
**c.** [ ] Later of attainment of age_____or_____service.
**d.** [ ] Other: _____

**3. Time of Payment (Other than Death)**

Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):

**a.** **[ X ]** Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment.
**b.** [ ] End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable.
**c.** [ ] Normal Retirement Age. When the Participant attains Normal Retirement Age.
**d.** [ ] Other: _____

***NOTE:*** *Any entry in "Other" must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.*


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**4. Form of Payment (Other than Death)**

Medium of distribution from the Plan:

**a.** **[ X ]** Cash only
**b.** [ ] Cash or in-kind
**c.** [ ] Other: _____

**5. Default Form of Payment (Other than Death)**

**a.** Unless otherwise elected by the Participant, distributions shall be made in the form of:
  **i.** **[ X ]** Lump sum only
  **ii.** [ ] Other: _____
**b.** In addition to the form described in E.5a, distributions from the Plan after Termination for reasons other than death may be made in the following forms (select all that apply):
  **i.** **[ X ]** Lump sum only
  **ii.** [ ] Lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary
  **iii.** [ ] Partial withdrawals - a Participant may withdraw such amounts at such times as he shall elect
  **iv.** [ ] Other: _____

***NOTE:*** *Any entry in E.5a.ii or E.5b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.*

**6. Permit Distributions as an Annuity**

[ ] Permit distributions in the form of an annuity

***NOTE:*** *If E.6 is selected, a Participant/Beneficiary may elect to have the Plan Administrator apply his entire vested Account toward the purchase of an annuity contract, which shall be distributed to the Participant/Beneficiary. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable.*

**7. Payment upon Participant's Death**

Distributions on account of the death of the Participant shall be made in accordance with the following:

**a.** **[ X ]** Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) only
**b.** [ ] Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
**c.** [ ] Allow extended payments for all Beneficiaries in accordance with Sections 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B)
**d.** [ ] Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) and allow extended payments in accordance with Sections 7.02(b)(1)(B) and (C) and 7.02(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary
**e.** [ ] Other: _____

***NOTE:*** *Any entry in "Other" must comply with Code section 401(a)(9), Section 7.02(b) and other requirements of Article 7.*

**8. Beneficiaries**

**a.** Death benefits when there is no designated beneficiary:
  **i.** **[ X ]** In accordance with Section 7.04(b)
  **ii.** [ ] Other: _____
**b.** **[ X ]** A beneficiary designation to a spouse shall be automatically revoked upon the legal divorce of the Participant and the spouse.

***NOTE:*** *If "Other" is selected, must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*


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**9. Force-Out Provisions**

**a.** **[ X ]** Maximum force-out amount for purposes of Section 7.03 (not to exceed $5,000): $5000

**i.** [ ] Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance

**ii.** Force-outs will be subject to the automatic rollover provisions of 7.06(c) if over: $1000

**b.** Force-out of a terminated Participant's Account balance is deferred under Section 7.03(b) until:

**i.** **[ X ]** Later of age 62 or Normal Retirement Age - payment made in a lump sum only

**ii.** [ ] Required Beginning Date - Participant may elect payment in a lump sum or installments

**iii.** [ ] Required Beginning Date - payment made in a lump sum only

***NOTE:*** *If E.9a is less than $1,000, E.9a.i may not be selected.*

**10. Required Beginning Date**

Required Beginning Date for a Participant:

**a.** **[ X ]** Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or retires

**b.** [ ] Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2

**c.** [ ] Election. The option provided in E.10a; provided that a Participant may elect to commence distributions pursuant to either E.10a or E.10b

## SECTION F. IN-SERVICE WITHDRAWALS

***NOTE:*** *See Section 8.05 for limits on in-service distributions.*

### In-Service Withdrawals

**1. Retirement**

**a.** [ ] Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts: _____

### Other Withdrawals

**2. At Any Time (Section 8.03(b))**

In-service withdrawals are allowed from the following Accounts at any time:

**a.** [ ] Voluntary Contribution Account

**b.** [ ] Rollover Contribution Account

***NOTE:*** *If nothing is indicated, no in-service withdrawals are allowed under this Section.*

**3. Disability**

**[ X ]** Allow distributions upon Disability.

**4. Other Conditions/Limitations**

[ ] The following limitations, conditions or special rules apply to in-service withdrawals: _____

***NOTE:*** *Unless otherwise specified, the limitations will apply to all in-service withdrawals (F.1 through F.3).*



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## SECTION G. PLAN OPERATIONS

1. **Permitted Investments**
   - **a.** [ ] Plan may invest in life insurance (Section 9.06)
   - **b.** [ ] Participants may invest in a Qualifying Longevity Annuity Contract (Section 9.07)
2. **Participant Self-Direction**
   - **a.** Specify the extent to which the Plan permits Participant self-direction (Section 9.02):
     - **i.** [ **X** ] All Accounts
     - **ii.** [ ] Some Accounts
     - **iii.** [ ] None
   - **b.** If "Some Accounts" is selected, a Participant may self-direct the following Accounts:
     - **i.** [ ] Mandatory Employee Contribution Account
     - **ii.** [ ] Mandatory After-tax Employee Contribution Account
     - **iii.** [ ] Pension Contribution Account
     - **iv.** [ ] Voluntary Contribution Account
     - **v.** [ ] Rollover Contribution Account
     - **vi.** [ ] Transfer Account
     - **vii.** [ ] Other: _____
   - **c.** [ ] Participants may also establish individual brokerage accounts.
   - **d.** [ **X** ] Participants may exercise voting rights with respect to investments (Section 9.05).
3. **Valuation Date**

   Enter Valuation Date:
   - **a.** [ ] Last day of Plan Year
   - **b.** [ ] Last day of each Plan quarter
   - **c.** [ ] Last day of each month
   - **d.** [ **X** ] Each business day
   - **e.** [ ] Other:_____(Must be at least annually).
4. **Plan Administration**
   - **a.** Designation of Plan Administrator (Section 10.01):
     - **i.** [ ] Plan Sponsor
     - **ii.** [ **X** ] Committee appointed by Plan Sponsor
     - **iii.** [ ] Other: _____
   - **b.** Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 10.01(c) and 10.02(c)):
     - **i.** [ ] Plan Administrator and Investment Fiduciary adopt own procedures
     - **ii.** [ **X** ] Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary
   - **c.** The Trustee is also the Investment Fiduciary (Section 10.02):
     - **i.** [ **X** ] Yes
     - **ii.** [ ] No. The Investment Fiduciary is: _____
   - **d.** Type of indemnification for the Plan Administrator and Investment Fiduciary:
     - **i.** [ ] None - the Employer will not indemnify the Plan Administrator or the Investment Fiduciary
     - **ii.** [ **X** ] Standard according to Section 10.06
     - **iii.** [ ] Provided pursuant to an outside agreement
   - **e.** [ ] The following modifications shall be made to the duties of the applicable parties: _____



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## SECTION H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan shall consist of this Adoption Agreement #002, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement.

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2017-41 and any superseding guidance. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Revenue Procedure 2017-41 and any superseding guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The Pre-Approved Plan Provider will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The Pre-Approved Plan Provider, CCH Incorporated, DBA ftwilliam.com may be contacted at 525 Junction Road, Ste. 5000 Madison, WI 53717; 800-596-0714.



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## SECTION I. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be executed this_____day of _____, 2025.

HALL COUNTY:

Signature:_____

Print Name: _____

Title/Position:_____



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## EFFECTIVE DATE ADDENDUM

**Use this Addendum to provide any effective dates for Plan provisions other than the Effective Date specified in A.3. Any date entered may not override an effective date required by the Internal Revenue Code, Treasury or other formal guidance. Any date entered may not be before the Effective Date. Use of this Addendum shall not be considered a modification to the Pre-Approved Plan Document.**

06/20/2025



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## CUSTOM LANGUAGE ADDENDUM

**If a 411(d)(6) protected benefit in the Plan or a plan merged into the Plan is not either: (i) available as a provision through the Pre-Approved Plan, or (ii) the subject of a prior determination, advisory, or opinion letter, the Employer cannot rely on the Pre-Approved Plan Provider's opinion letter for qualification with respect to such benefit. If a 411(d)(6) protected benefit in the plan or a plan being merged into the Plan is not permitted in a pre-approved plan, as described in Section 6.03 of Revenue Procedure 2017-41, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan, in the case of a merger, the merger date shall apply only to the extent required under Code Section 411(d)(6).**

**Match Contributions:**

**Participants who defer a percentage of their earnings to the Hall County 457(b) Deferred Compensation Plan may, at the discretion of the Board of Commissioners, receive a matching contribution. The Match formula is discretionary and will be approved by the Board of Commissioners. Plan allows for an additional discretionary contribution. There are no allocation requirements to receive the additional contribution.**

**401(a) Contributions:**

**Commissioners will receive 10% of eligible compensation for the 401(a) contribution.**

**County Administrator will receive 10% of eligible compensation for the 401(a) contribution.**

**Assistant County Administrator will receive 10% of eligible compensation for the 401(a) contribution.**

**Chief Deputy, Sheriff's Office, employed on 1/1/2021 will receive 10% of eligible compensation as a 401(a) contribution. Unless determined otherwise by the Board of Commissioners, all future employees hired into this position will receive 8% of eligible compensation as a contribution to the 401(a) plan.**

**Contract Employees will receive 8% of eligible compensation for the 401(a) contribution.**

**Chief Superior Court Judge will receive 10% of their locality pay only for the 401(a) contribution.**

**Non Chief Superior Court Judge will receive 8% of their locality pay only for the 401(a) contribution.**

**Vesting**

**Regardless of tenure with Hall County, the Board of Commissioners may, at its discretion, elect to make an employee up to 100% vested in the plan.**



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# EXHIBIT B

# HALL COUNTY 457b DEFFERED COMPENSATION PLAN

**HALL COUNTY 457(B) DEFERRED COMPENSATION PLAN AMENDMENT**

**WHEREAS**, Hall County (the "Employer") maintains the Hall County Deferred Compensation Plan (the "Plan") for the benefit of certain of its employees; and

**WHEREAS**, 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 06/26/2025:

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed this _____ day of June, 2025.

HALL COUNTY:

Signature:_____

Print Name: _____

Title/Position:_____

# HALL COUNTY 457(b) DEFERRED COMPENSATION PLAN

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**EXHIBIT B**
**ADOPTION AGREEMENT**
**SECTION 457(b) DEFERRED COMPENSATION PLAN**

**NOTE:** This Plan (Adoption Agreement and Basic Plan Document) has not been approved by the Internal Revenue Service. It must be reviewed by qualified counsel to ensure that it is appropriate for its intended use.

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as an "eligible deferred compensation plan" within the meaning of Code section 457(b). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

**COMPANY INFORMATION**

1. Name of adopting employer (Plan Sponsor): **Hall County**
2. Address: **2875 Browns Bridge Road**
3. City: **Gainesville** 4.State: **GA** 5. Zip: **30504**
6. Phone number: **770-531-2450** 7. Fax number: _____ - _____
8. Plan Sponsor EIN: **58-6000836**
9. Plan Sponsor fiscal year end: **12/31**
10. State of organization of Plan Sponsor: **GA**
11. The term "Employer" includes the Plan Sponsor.

**PLAN INFORMATION**

**A. GENERAL INFORMATION**

1. **Plan name:** a. **Hall County**
   b. **457(b) Deferred Compensation Plan**
2. **Effective Date:**

2a. Original effective date of Plan: **12/13/2001**

2b. Is this a restatement of a previously-adopted plan?
**[ X ]** Yes **[ ]** No

2c. If **A.2b** is "Yes", effective date of Plan restatement: **06/26/2025**.
**NOTE:** If **A.2b** is "No", the Effective Date shall be the date specified in **A.2a**, otherwise the date specified in **A.2c**; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.

3. **Plan Year** means each 12-consecutive month period ending on **December 31** (e.g. December 31).
**NOTE:** The Plan Year should correspond to the Participant's taxable year which in most cases is the calendar year.

**Plan Type**

4. Type of Plan:
   i. **[ ]** Plan maintained by a tax-exempt entity within the meaning of Code section457(e)(1)(B).
   ii. **[ X ]** Governmental Plan maintained by a state or related entity within the meaning of Code section457(e)(1)(A).

**Plan Features**

5. Employer/Employee contributions permitted (check all that apply):
   a. **[ ]** Matching Contributions.
   b. **[ ]** Nonelective Contributions.
   c. **[ X ]** Participant Deferral Contributions.
   d. **[ X ]** If **A.5c** is selected and the Plan is a Governmental Plan, Roth Deferrals are permitted.
   e. If Roth Deferrals are permitted, enter the effective date of the Roth Deferrals: **12/01/2013** (no earlier than January 1, 2011).

**Compensation**

6. Definition of Compensation (check all that apply):
   a. **[ X ]** Base salary.
   b. **[ X ]** The additional pay specified in **A.7**.

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7. If **A.6.b** is selected, enter the additional pay: Any additional compensation for per diems, car allowances, salary supplements and other pay deemed as special pay.

8a. Are there any exclusions from the definition of Compensation:
[ **X** ] Yes [ ] No

8b. If **A.8a** is "Yes", enter the exclusions from the definition of Compensation: **Superior Court Judges compensation is limited to locality pay only.**

8c. Exclude pay earned before participation in Plan from definition of Compensation:
[ **X** ] Yes [ ] No
Unless "No" is checked, Compensation shall include only that compensation which is actually paid to the Participant by the Company during that part of the Plan Year the Participant is eligible to participate in the Plan. Otherwise, Compensation shall include that compensation which is actually paid to the Participant by the Company during the Plan Year.

## B. ELIGIBILITY

**Eligible Employee**

**NOTE:** If the Plan is not a Governmental Plan, participation in the Plan must be limited to a select group of management or highly compensated employees within the meaning of Title 1 of the ERISA.

1. Subject to the conditions and limitations of **B.2** through **B.4**, the term Eligible Employee shall include Employees who are also (check all that apply):
   **a** [ ] Officers of the Company in the following positions:_____.
   **b** [ ] Other management or highly compensated employees in the following classifications/positions:
   _____.
   **c** [ ] Employees listed in an appendix to the Adoption Agreement.
   **d** [ ] All Employees except:_____.
   **e** [ **X** ] All Employees that are full time or contract employees.
   **NOTE:** Only a Governmental Plan may select **B.1.d** or **B.1.e**.
2. Indicate whether an independent contractor may participate in the Plan:
   [ ] Yes [ **X** ] No

**Eligible Employee - Other**

3. In addition to the requirements in **B.1**, the following additional conditions must be met in order for an Employee to become an Eligible Employee (check all that apply):
   **a** [ ] Must be approved by the Chief Executive Officer of the Plan Sponsor.
   **b** [ ] Must be approved by the Chief Executive Officer of the Employee's employing entity.
   **c** [ ] Must be approved by the Board of the Plan Sponsor.
   **d** [ ] Must be approved by the Board of the Employee's employing entity.
   **e** [ **X** ] Other requirements listed in **B.4**.
4. If **B.3.e** is selected, enter other requirements: **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.**

**Requirements for Participation**

An Eligible Employee shall become eligible to participate in the Plan upon meeting the following conditions in **B.5** through **B.6**:

5. Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:
   **i.** [ ] None.
   **ii.** [ **X** ] Completion of: **30 days of service**
   **iii.** [ ] Other: _____
6. Frequency of entry dates:
   **i.** [ **X** ] first day of each calendar month
   **ii.** [ ] first day of each plan quarter
   **iii.** [ ] first day of the first month and seventh month of the Plan Year
   **iv.** [ ] first day of the Plan Year
   **v.** [ ] Other: _____

**Modifications**

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**7a.** Indicate whether there are any modifications to the requirements specified in **B.1 - B.6**:
[ ] Yes [ **X** ] No

**7b.** If **B.7a** is "Yes", specify the modifications:_____.

## C. ELECTIONS/CONTRIBUTIONS

**1a.** If **A.5c** is selected (Participant Deferrals permitted), minimum Participant contribution: **two percent (2%)** (leave blank or enter "0" if none)

**1b.** If **A.5c** is selected (Participant Deferrals permitted), maximum Participant contribution: **one hundred percent(100%)**.

**2.** If **A.5c** is selected (Participant Deferrals permitted), a Participant may defer accumulated vacation pay:
[ **X** ] Yes [ ] No

### Matching Contributions

**3.** If **A.5a** is "Yes" (matching contributions are permitted), specify method to allocate matching contributions (Section 5.01(b)):
**i** [ ] Pursuant to the formula specified in **C.4**.
**ii** [ ] An amount and allocation formula as determined by the Company.

**4.** If **A.5a** is "Yes" (matching contributions are permitted), and **C.3.i** is selected, indicate the formula to allocate such contributions:_____.

**5.** If **A.5a** is "Yes" (matching contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions:_____.
**NOTE**: If **C.5** is blank or "None", there are no additional requirements for a Participant to receive an allocation of matching contributions.

### Nonelective Contributions

**6.** If **A.5b** is "Yes" (nonelective contributions are permitted), specify method to allocate nonelective contributions (Section 5.01(b)):
**i** [ ] In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
**ii** [ ] Pursuant to the formula specified in **C.7**.
**iii** [ ] An amount and allocation formula as determined by the Company.

**7.** If **A.5b** is "Yes" (nonelective contributions are permitted) and **C.6.ii** is selected, indicate the formula to allocate such contributions:_____.

**8.** If **A.5b** is "Yes" (nonelective contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions:_____.
**NOTE**: If **C.8** is blank or "None", there are no additional requirements for a Participant to receive an allocation of nonelective contributions.

### Transfers/Rollovers

**9.** Transfers/rollover contributions are permitted (Section 5.03 and 5.04):
[ **X** ] Yes [ ] No
**NOTE**: If the Plan is not a Governmental Plan and **C.9** is "Yes", Section 5.03 shall apply. If the Plan is a Governmental Plan and **C.9** is "Yes", Section 5.03 and 5.04 shall apply.

## D. EARNINGS/TRUST

### Earnings

**1.** A Participant's Accounts shall be credited with earnings in the following manner:
**i** [ ] Fixed rate specified in **D.2**.
**ii** [ ] Predetermined investment(s) specified in an appendix to the Adoption Agreement.
**iii** [ **X** ] Predetermined investment(s) as specified by the Plan Administrator.
**iv** [ ] Mid-term applicable federal rate (as defined pursuant to Code section 1274(d)) for January 1 of the calendar year.
**NOTE**: If the Plan is a Governmental Plan, **D.1** must be a predetermined investment.

**2** **If D.1.i** (fixed rate) is selected, specify the rate:_____.
**NOTE**: If the rate specified in **D.2** is a published rate, and the entry in **D.2** does not specify when the rate is redetermined, such rate shall be redetermined at the beginning of each Plan Year.

**3.** If **D.1.ii** or **D.1.iii** (predetermined investments) is selected, specify the extent to which a Participant may choose among the predetermined investments:

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i. [ ] A Participant may not choose among predetermined investments.
ii. [ X ] As of each Valuation Date.
iii. [ ] As of the first day of each Plan Year.
iv. [ ] Pursuant to Plan Administrator procedures.

**4a.** If **D.1.ii** or **D.1.iii** (predetermined investments) is selected and **D.3.ii, D.3.iii** or **D.3.iv** is selected (Participant direction is allowed), the Plan provides conditions and/or limitations to the Participant's right to select investments:
[ ] Yes [ X ] No

**4b.** If **D.1.ii** or **D.1.iii** (predetermined investments) is selected and **D.3.ii, D.3.iii** or **D.3.iv** is selected (Participant direction is allowed) and **D.4a** is "Yes", enter the conditions and/or limitations:_____.

**Grantor Trust**

**5.** If the Plan is not a Governmental Plan, specify the extent to which the Company shall establish a grantor trust to pre-fund its obligations for benefits hereunder (Section 7.02(a)):
i. [ ] No grantor trust shall be established.
ii. [ ] The Company may, in its sole discretion, establish a grantor trust.
iii. [ ] The Company shall establish a grantor trust.
**NOTE**: If the Plan is a Governmental Plan, the Plan shall establish a Trust pursuant to Section 7.02(b).

**Valuation Date**

**6a.** Enter Valuation Date:
i. [ ] Last day of Plan Year
ii. [ ] Last day of each Plan quarter
iii. [ ] Last day of each month
iv. [ X ] Each business day
v. [ ] Other

**6b.** If **D.6a.v** is selected, enter the Valuation Date:_____(Must be at least annually).

## E. VESTING FOR COMPANY CONTRIBUTIONS

**Vesting Service Rules**

**1.** Indicate the method of determining vesting service: _____.
**NOTE**: Unless otherwise specified in **E.1**, a Participant shall earn one year of vesting service for each calendar year in which he is credited with 1,000 hours of service with the Employer.

**Vesting Exceptions**

**2.** Provide for full vesting for a Participant who Terminates employment with the Employer after attainment of Normal Retirement Age while an Employee (Section 5.06):
[ ] Yes [ ] No

**3.** Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 5.06):
[ ] Yes [ ] No

**4.** Provide for full vesting for a Participant who Terminates employment with the Employer due to disability while an Employee (Section 5.06):
[ ] Yes [ ] No

**5a.** Provide for full vesting for a Participant upon the circumstances described in **E.5b** (Section 5.06):
[ ] Yes [ ] No

**5b.** If **E.5a** is "Yes", describe the other circumstances:_____.

**6a.** Company contribution vesting schedule:
[ ] 100% [ ] 3-7 Year Graded [ ] 2-6 Year Graded [ ] 1-5 Year Graded [ ] 1-4 Year Graded [ ] 5 Year Cliff [ ] 3 Year Cliff [ ] 2 Year Cliff [ ] Other [ ] Pursuant to another plan.
**NOTE**: If the amount of compensation deferred under the Plan during the taxable year is subject to a vesting schedule, the amount of compensation deferred that is taken into account as a Deferral in the taxable year in which the contribution vests must be adjusted to reflect gain or loss allocable to the compensation deferred until the contribution vests.

**6b.** If **E.6a** is "Other", enter other vesting schedule: _____

**6c.** If **E.6a** is "Pursuant to another plan", enter name of other plan: _____

**Special Forfeiture Provisions**

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**7a.** Provide for special forfeiture provisions (Section 5.06(c)):
**[ ]** Yes **[ X ]** No

**7b.** If **E.7a** is "Yes", describe any event that shall result in a complete forfeiture of that portion of the Participant's Account specified in **E.7c**:_____.
**NOTE:** If the amount of compensation deferred under the plan during the taxable year is subject to a substantial risk of forfeiture, the amount of compensation deferred that is taken into account as an annual deferral in the taxable year in which the substantial risk of forfeiture lapses must be adjusted to reflect gain or loss allocable to the compensation deferred until the substantial risk of forfeiture lapses.

**7c.** If **E.7a** is "Yes", a Participant meeting the conditions of **E.7b** shall forfeit the following portion of his or her Account even if such Account is otherwise fully vested:_____.

## F. DISTRIBUTIONS

**NOTE:** All distributions are subject to the minimum distribution requirements of Code section 401(a)(9).

### Normal Retirement

**1.** Normal Retirement Age means Attainment of age: **65**.
**NOTE:** Normal Retirement Age must be on or after the earlier of: (i) age 65, or (ii) the age at which Participants have the right to retire under a basic defined benefit pension plan of the Employer (or money purchase plan if no defined benefit plan). An earlier age may apply for eligible plans of qualified police or firefighters. The age selected may not be later than age 70-1/2.

### Time of Payment for Reasons other than Death

**2.** Benefits may not commence later than the date specified below (Section 6.01):
- **i** **[ ]** The earlier of the Required Beginning Date or the number of years specified in **F.3** after the Participant's Termination.
- **ii** **[ ]** The earlier of the Required Beginning Date or Normal Retirement Age.
- **iii** **[ X ]** Required Beginning Date.

**NOTE:** If **F.2.ii** is selected, payment may not be made earlier than that specified in Section 6.01.

**3.** If **F.2.i** is selected (number of years after Termination), enter the number years after the Participant's Termination during which benefits must commence (Section 6.01):_____.
**NOTE:** If zero is entered in **F.3**, distributions shall commence on the 61st day following the distribution event.

### Form of Payment for Reasons other than Death

**4a.** Optional forms of payment payable for reasons other than death of the Participant (check all that apply):
- **i** **[ X ]** A single lump sum payment.
- **ii** **[ ]** Annual installment payments for a period of years (payable on an annual basis) which extends for no longer than the number of years specified in **F.4b**.
- **iii** **[ X ]** Other optional form of benefit specified in **F.4c**.

**4b.** If **F.4a.ii** (annual installments) is selected, enter the maximum number of years over which payments may be made: _____.
**NOTE:** May not extend beyond the life expectancy of the Participant and Beneficiary.

**4c.** If **F.4a.iii** (Other) is selected, describe other optional form of benefit: **Monthly, quarterly, semi-annual or annual installments**.

### Payment on Participant Death

**5.** Distributions on account of the death of the Participant shall be made in accordance with one of the following payment forms (Section 6.05):
- **i.** **[ ]** Pay entire remaining Account by end of the first calendar year following the date of death.
- **ii.** **[ X ]** Participant's Beneficiary shall be entitled to make any elections as to timing and form of distribution as were available to the Participant at the time of death subject to the minimum distribution requirements of Code section 401(a)(9).

### Unforeseeable Emergency

**6a.** A Participant may receive a distribution upon the occurrence of an unforeseeable emergency (Section 6.04):
**[ X ]** Yes **[ ]** No

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**6b.** If **F.6a** is "Yes", **A.5c** (Participant Deferral Contributions) is selected, the Plan is a Governmental Plan, and Roth Deferrals are permitted, permit unforeseeable emergency distributions from Roth Deferral Accounts:

i. **[ X ]** Yes
ii. **[ ]** Yes - But only if the withdrawal from the Roth Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2).
iii. **[ ]** No

**Small Distributions**

**7.** A Participant may make a one-time election to receive a distribution of a small balance ($5,000 or less) as permitted by Code section 457(e)(9)(A) (Section 6.03):
**[ X ]** Yes **[ ]** No

**Medium of Payment**

**8.** Medium of distribution from the Plan:

i. **[ X ]** Cash only
ii. **[ ]** Cash or in-kind
iii. **[ ]** In-kind only

**Transfers**

**9a.** Specify whether transfers may be made to another plan (Section 6.08):
**[ ]** Yes **[ X ]** No
**NOTE**: A transfer shall only be permitted to the extent that it is permissible in accordance with Code section 457(e)(10) and Treas. Reg. section 1.457-10(b).
**NOTE**: Governmental Plans are also subject to the direct rollover rules in Section 6.09.

**9b.** If the Plan is a Governmental Plan, specify whether service credit transfers may be made to another defined benefit governmental plan (Section 6.10):
**[ ]** Yes **[ X ]** No

**Death or Disability during Qualified Military Service**

**10a.** For benefit accrual purposes, a Participant that dies or becomes disabled while performing qualified military service will be treated as if he had been employed by the Company on the day preceding death or disability and terminated employment on the day of death or disability pursuant to Code section 414(u)(9), Notice 2010-5 and any superseding guidance (Section 6.12):
**[ X ]** Yes **[ ]** No

**10b.** If **F.10a** is "Yes", enter the effective date: **January 1, 2015** (must be on or after January 1, 2007).

**Loans/Inservice**

**11.** If the Plan is a Governmental Plan, specify whether Participant loans may be made (Section 6.13):
**[ X ]** Yes **[ ]** No

**12.** If the Plan is a Governmental Plan and **C.9** permits rollover contributions, specify whether a Participant may receive an inservice withdrawal of his rollover Account (Section 6.07):
**[ ]** Yes **[ ]** No

**13.** Specify whether a Participant may receive an inservice withdrawal of his Account upon attainment of age 70-1/2:
**[ ]** Yes **[ ]** No

**2009 Required Minimum Distributions**

**14a.** If the Plan is a Governmental Plan, indicate the extent to which participants and beneficiaries have an election to receive distributions that include 2009 RMDs:

i. **[ X ]** Default to continue 2009 RMDs.
ii. **[ ]** Default to discontinue 2009 RMDs.
iii. **[ ]** Other:_____.

**NOTE**: If "Other" is selected, the below provisions will not apply except to the extent specified.

**14b.** Direct Rollovers of 2009 RMDs. For purposes of the direct rollover provisions of the Plan, the following will also be treated as eligible rollover distributions in 2009:

i. **[ X ]** None. 2009 RMDs will not be treated as eligible rollover distributions in 2009.
ii. **[ ]** 2009 RMDs only.

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iii. [ ] Extended 2009 RMDs only.
iv. [ ] 2009 RMDs and Extended 2009 RMDs.

## G. PLAN OPERATIONS

**Plan Administration**

**1a.** Designation of Plan Administrator (Section 7.01):
i. **[ X ]** Plan Sponsor
ii. [ ] Committee appointed by Plan Sponsor
iii. [ ] Other

**1b.** If **G.1a.iii** is selected, Name of Plan Administrator: _____

**2a.** Type of indemnification for the Plan Administrator (and if applicable, the Trustee):
i. **[ X ]** Standard according to Section 7.03.
ii. [ ] Custom.

**2b.** If **G.2a.ii** (Custom) is selected, indemnification for the Plan Administrator (and if applicable, the Trustee) is provided pursuant to an Addendum to the Adoption Agreement.

## H. MISCELLANEOUS

1. **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.**

2. **Effective January 1, 2025 the plan has elected the Special-Catch Up contribution which allows those reaching ages 60-63 to defer an additional amount indexed each year.**

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences and may further result in significant tax penalties.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #457B and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The Plan Sponsor caused this Plan to be executed this _____ day of _____, **2025**.

**HALL COUNTY**:

Signature: _____

Print Name: _____

Title/Position: _____

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# EXHIBIT C

Pursuant to Official Code of Georgia Annotated §§ 47-23-105 and 47-23-106, Hall County will pay a supplemental retirement benefit in the amount of $24,085.62 annually, to retired Hall County Superior Court Judges who have taken Senior Status upon retirement and to Hall County Superior Court Judges who retire with 25 years or more of service (in any Hall County court of law) as a Hall County Judge (or both), with the limitation that this supplemental retirement benefit shall only be paid to the current Hall County Superior Court Judges that are serving on the bench as of June 26, 2025, and to the Superior Court Judges that are retired and receiving this benefit as of June 26, 2025. No future Hall County Superior Court Judge shall be eligible for this retirement supplement, after June 26, 2025. Hall County Superior Court Judges who elect Senior Status subsequent to the effective date of this Resolution shall be entitled to the above-referenced supplemental retirement benefit of $24,085.62 upon taking Senior Status, commencing 30 days after they provide notice of their retirement to the Hall County Board of Commissioners, and the same supplemental retirement benefit shall continue upon their full retirement. This supplemental retirement benefit shall be paid on the same schedule and in the same manner as state retirement benefits are paid to such Judges.

# AGENDA ITEM

## Human Resources

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 404/2025

**SUBJECT:** Approval and authorization for the Chairman to execute a resolution to implement House Bill 85 (HB 85) as to judicial compensation, to authorize locality pay, to confirm existing fringe benefits, to modify retirement benefits and to affirm related judicial salaries, subject to review and approval by the County Attorney.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** DLJ

**Recommendation:**
Approve.

**Purpose of Request:**
Approval and authorization for the Chairman to execute a resolution to implement House Bill 85 (HB 85) as to judicial compensation, to authorize locality pay, to confirm existing fringe benefits, to modify retirement benefits and to affirm related judicial salaries, subject to review and approval by the County Attorney.

**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 | Budget | Finance | Attorney |
|---|---|---|---|

| Submit | Budget | Finance | Attorney |
|---|---|---|---|
| TS | JM | TS | WLI |
| **Administration** | | **Clerk** | |
| CR | | JR | |

**Attachments:**

Resolution

STATE OF GEORGIA

COUNTY OF HALL

# A RESOLUTION TO IMPLEMENT HOUSE BILL 85 AS TO JUDICIAL COMPENSATION, TO AUTHORIZE LOCALITY PAY, TO CONFIRM EXISTING FRINGE BENEFITS, TO MODIFY RETIREMENT BENEFITS, AND TO AFFIRM RELATED JUDICIAL SALARIES

**WHEREAS**, the General Assembly passed House Bill 85, the Superior Court Judicial Compensation Reform Act, during the 2025 legislative session, and said Act will become effective by its terms on July 1, 2025; and

**WHEREAS**, House Bill 85 substantially revises the method for compensating Superior Court Judges in the State of Georgia, and has the same implications for the compensation afforded Superior Court Judges in the Northeastern Judicial Circuit for the State of Georgia, including Hall County; and

**WHEREAS**, the judicial compensation changes mandated by House Bill 85 will become effective on January 1, 2026; and

**WHEREAS**, the Hall County Board of Commissioners wishes to implement the judicial compensation provisions of House Bill 85 as they apply to Hall County's contributions to the Hall County Superior Court and Hall County State Court; and

**WHEREAS**, the Hall County Board of Commissioners wishes to confirm certain fringe benefits that are in place for Hall County Superior Court Judges prior to July 1, 2025; and

**WHEREAS**, the Hall County Board of Commissioners wishes to set forth in detail the changes in judicial compensation in the Hall County Superior and State Courts which will take effect on January 1, 2026; and

**WHEREAS,** the Hall County Board of Commissioners believes that the judicial compensation changes in House Bill 85, and as set forth herein, will promote the health, safety, and general wellbeing of the citizens of Hall County, Georgia;

**NOW, THEREFORE,** the Board of Commissioners does hereby adopt and implement the judicial compensation changes in House Bill 85 as stated herein below, confirms that the fringe benefits stated herein below are provided and authorized as of June 30, 2025, and confirms certain judicial compensation changes as stated herein below for the Hall County Superior and State Court judges, effective January 1, 2026 due to budget funding as follows.

1.

Effective January 1, 2026, the current pay supplement provided to each of the Hall County Superior Court Judges will be reduced from current levels to the maximum locality pay amount allowed by House Bill 85 ($17,677.73), which reflects the cap allowed under HB 85 ($20,106.00) minus the amount paid by Dawson County to each of the Superior Court Judges ($2,428.27).

2.

As of June 30, 2025, each of the Hall County Superior Court Judges are provided, and the same is hereby authorized, an expense allowance as a fringe benefit in the amount of $1,000.00 per month to reimburse them for State Health Insurance and their Judicial Retirement System contributions. Such expense allowances will be provided and authorized as of June 30, 2025, and effective January 1, 2026 due to budget funding.

3.

As of June 30, 2025, each of the Hall County Superior Court Judges are provided, and the same is hereby authorized, a telephone allowance as a fringe benefit in the amount of $125 per

month. Such telephone allowances will be provided and authorized as of June 30, 2025, and effective January 1, 2026 due to budget funding.

4.

As of June 30, 2025, each of the Hall County Superior Court Judges other than the Chief Judge are provided, and the same is hereby authorized, an 8% contribution into the Hall County 401a Money Purchase Plan computed based upon 8% of the amount of the Judges' locality pay which is contributed by Hall County, Georgia in a given year (for example, initially beginning on January 1, 2026 the calculation would be 8% of $17,678.00 or $1,414.24). Such contributions will be provided and authorized as of June 30, 2025, and effective January 1, 2026 due to budget funding.

5.

As of June 30, 2025, the Chief Judge of the Hall County Superior Court is provided, and the same is hereby authorized, a 10% contribution into the Hall County 401a Money Purchase Plan computed based upon 10% of the amount of the Chief Judges' locality pay which is contributed by Hall County, Georgia in a given year (for example, initially beginning on January 1, 2026 the calculation would be 10% of $17,678.00 or $1,767.80). Such contributions will be provided and authorized as of June 30, 2025, and effective January 1, 2026 due to budget funding.

6.

As of June 30, 2025, the Chief Judge of the Hall County Superior Court is provided, and the same is authorized, a monthly local salary supplement in the amount of $833.33. Such local salary supplement will be provided and authorized as of June 30, 2025, and effective January 1, 2026 due to budget funding.

7.

As of June 30, 2025, the Hall County Superior Court Judges are provided, and the same is hereby authorized, the "County match" fringe benefit which currently allows for up to a 6% match into the County's 401a Money Purchase Plan for any contributions that the Judges make into the County's 457b Deferred Compensation Plan. Superior Court Judges are allowed contributions into the County's 457b plan solely on the basis of their locality pay, and the 6% match is also based on the locality pay. Such County match being paid into the County's 401a Money Purchase Plan will be provided and authorized as of June 30, 2025, and effective January 1, 2026 due to budget funding.

8.

The Board of Commissioners hereby resolves to amend its current Superior Court Judge Supplemental Retirement Benefit document to confirm that eligibility for this benefit is limited to the Hall County Superior Court Judges that are currently serving on the Hall County Superior Court bench and those who are currently retired and receiving the Supplemental Retirement Benefit as of January 1, 2026. No other or future Hall County Superior Court Judge will be eligible for this Supplemental Retirement Benefit.

9.

Effective January 1, 2026, and pursuant to local law and previous resolution, each of the Hall County State Court judges will receive an annual salary equal to 90 percent of the salary received by a superior court judge from state funds plus 90 percent of the total locality pay received by a superior court judge of the Northeastern Judicial Circuit.

10.

The Hall County Board of Commissioners hereby authorizes the County to amend any plan or other documents necessary to make the salary and benefit changes listed herein, including

amendments to the County's 401a Plan documents, amendments to the County's 457b Plan documents, and amendments to the Superior Court Judge Supplemental Retirement Benefit documents, and authorizes the Chairman and/or the County Administrator to execute any such necessary amendment documents.

11.

Any and all provisions of Hall County's retirement benefits which are inconsistent with this Resolution are hereby repealed.

**SO RESOLVED,** this the _____ day of June, 2025.

**HALL COUNTY BOARD OF COMMISSIONERS**

By: _____
David Gibbs, Chairman

ATTEST:

_____
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
William J. Linkous III, County Attorney

# AGENDA ITEM

## Other Business - Planning and Development

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 376/2025

**SUBJECT:** Public Hearing to adopt Hall County's updated short-term work program and capital improvement element.

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BG

**Recommendation:**
Conduct public hearing

**Purpose of Request:**
Public Hearing to adopt Hall County's updated short-term work program and capital improvement element.

**History:**
This is an annual requirement by DCA to maintain Qualified Local Government (QLG) status.

**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 | Attorney | Administration |
|---|---|---|---|
| BG | BG | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Resolution
Short Term Work Program
Capital Improvement Element

# Hall County, Georgia

## Resolution Adopting Update of the Capital Improvements Element and Short-Term Work Program

WHEREAS, Hall County previously prepared, in accordance with the Development Impact Fee compliance requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, an annual update to the Capital Improvements Element and Short-Term Work Program; and

WHEREAS, a public hearing was held on May 22, 2025; and

WHEREAS, the annual update of the Capital Improvements Element and Short-Term Work Program covering the five-year period from 2025-2029 was submitted to the Georgia Mountains Regional Commission and the Department of Community Affairs for review, as per the requirements of the Georgia Planning Act; and

WHEREAS, the annual update of the Capital Improvements Element and Short-Term Work Program was approved by the Georgia Mountains Regional Commission and the Department of Community Affairs; and

WHEREAS, the annual update of the Capital Improvements Element and Short-Term Work Program, upon adoption, will be officially submitted to the Georgia Mountains Regional commission and the Department of Community Affairs.

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Board of Commissioners of Hall County do hereby adopt the annual update to the Capital Improvements Element and Short-Term Work Program, as amended, covering the five-year period from 2025-2029.

Adopted this _____ day of _____, 2025.

HALL COUNTY BOARD OF COMMISSIONERS

By:_____

Chairman David Gibbs

ATTEST:

_____

Commission Clerk

APPROVED AS TO FORM:

_____

County Attorney

# HALL COUNTY

**Short-Term Work Program**

The following section lists the Short Term Work Program for Hall County. The relevant short-term items are listed in each component of the plan as part of the implementation section.

*The update of the Short-Term Work Program is provided to supplement the Impact Fee Update per Department of Community Affairs requirements. The Short-Term Work program provided here is a component of the adopted Comprehensive Plan adopted in June 2017. A minor updated Comprehensive Plan was approved in December 2024. The STWP is intended to provide the status of the respective items. The language in the Comments section of the Short-Term Work Program indicates the list of accomplishments. The Comments section indicates Completed, In Progress, Canceled, or Postponed with a brief explanation. Where appropriate the expected time frame of the work task is listed.*

## Economic Development

| Major Actions | Time Frame | Estimated Cost | Responsible Party | Portion Chargeable to Impact Fees | Sources of Funds | Comments |
|---|---|---|---|---|---|---|
| 1. Prepare a Unified Development Code to update, consolidate and streamline land use and development regulations to support the goals of the Comprehensive Plan | 2025-29 | $245,000 | County staff and Consultants | None | Dev. Services Fund | Completed. Adopted November 2024. |
| 2. Draft County preservation plan with implementation tools | 2025-29 | N/A | County staff | N/A | N/A | County will be working on developing a joint historic preservation ordinance with City of Gainesville in conjunction with the UDC. |
| 3. Extend sewer to targeted development locations | 2025-29 | $55 Million | County | None | SPLOST & Connection Charges<br>American Relief Grant Funds | In Progress – County is extending sewer service in targeted areas per the most recent Sewer Master Plan updated in December 2021 |
| 4. Work with Convention and Visitors Bureau re tourism infrastructure support | 2025-29 | N/A | Convention and Visitors Bureau with County staff | N/A | N/A | In Progress – ongoing coordination/discussions to provide support. |
| 5. Cooperate with business/ educational community to create closer education/job training ties | 2025-29 | N/A | Greater Hall Chamber, local colleges, County staff | N/A | N/A | In Progress – Ongoing work with the Chamber. |

## Housing

| Major Actions | Time Frame | Estimated Cost | Responsible Party | Portion Chargeable to Impact Fees | Sources of Funds | Comments |
|---|---|---|---|---|---|---|
| 1. Comprehensively revise county UDC—new residential uses and zone districts, residential quality and protection standards. | 2025-29 | N/A | County staff and consultants | N/A | Dev. Services Fund | In progress. Code changes will be evaluated on an ongoing basis and/ or in conjunction with UDC. |
| 2. Study revisions to county zoning maps to implement the comprehensive plan. | 2025-29 | N/A | County staff | N/A | N/A | Completed. |
| 3. Undertake housing analysis tied to economic development goals | 2025-29 | N/A | County staff and consultants | N/A | N/A | In Progress – County staff is now providing direct oversight of ongoing housing programs within the county. The County has reinitiated the GICH program and the committee. |

## Natural and Cultural Resources

| Major Actions | Time Frame | Estimated Cost | Responsible Party | Portion Chargeable to Impact Fees | Sources of Funds | Comments |
|---|---|---|---|---|---|---|
| 1. Comprehensively revise county UDC—tree protection, open space, PD regulations priorities for revision. Address other environmental standards in Phase 2. | 2025-29 | N/A | County staff and consultants | N/A | Dev. Services Fund | In Progress – tree ordinance and other code changes will be evaluated on an ongoing basis. |
| 2. Study revisions to county zoning maps to bring them into accord with the comprehensive plan. | 2025-29 | N/A | County staff | N/A | N/A | Completed. |
| 3. Identify key natural and cultural resources and consider for acquisition | 2025-29 | N/A | County staff | N/A | Dev. Services Fund | In Progress – County is working on restoration of the Healan's Head's Mill and development of a 100 acre park associated with it. Greenspace planning is included in the Comprehensive Plan and the UDC. |
| 4. Extend sewer to targeted development locations in comprehensive plan; avoid service in sensitive natural areas | 2025-29 | $55 Million | County | None | SPLOST & Connection Charges<br>American Relief Grant Funds | In Progress – County is extending sewer service in targeted areas per the most recent Sewer Master Plan updated in December 2021 |
| 5. Adopt coordinated intergovernmental annexation policy that includes resource protection provisions | 2025-29 | N/A | County staff | N/A | N/A | In Progress – Continue implementation of the Service Delivery Strategy adopted in July |

## Community Facilities

| Major Actions | Time Frame | Estimated Cost | Responsible Party | Portion Chargeable to Impact Fees | Sources of Funds | Comments |
|---|---|---|---|---|---|---|
| 1. Comprehensively revise county UDC—new residential uses and zone districts; fiscal impact analysis regulations. | 2025-29 | N/A | County staff and consultants | N/A | N/A | Completed. Adopted November 2024. |
| 2. Revise county zoning maps to bring into accord with comprehensive plan location of development and infrastructure availability. | 2025-29 | N/A | County staff | N/A | N/A | Completed |
| 3. Extend sewer to targeted development locations. | 2025-29 | $55 Million | County | None | SPLOST & Connection Charges<br>American Relief Grant Funds | In Progress – County is extending sewer service in targeted areas per the most recent Sewer Master Plan updated in December 2021 |
| 4. Adopt coordinated intergovernmental annexation policy and agreement. | 2025-29 | N/A | County | N/A | N/A | In Progress – Continue implementation of the Service Delivery Strategy adopted in July 2017. |

## Land Use

| Major Actions | Time Frame | Estimated Cost | Responsible Party | Portion Chargeable to Impact Fees | Sources of Funds | Comments |
|---|---|---|---|---|---|---|
| 1. Comprehensively revise county UDC—quality regulations, environmental standards, fiscal impact assessment, etc. | 2025-29 | N/A | County staff and consultants | N/A | Dev. Services Fund | Completed. Adopted November 2024. |
| 2. Study revisions to county zoning maps to bring into accord with comprehensive plan. | 2025-29 | N/A | County staff | N/A | N/A | Completed. |
| 3. Extend sewer to targeted development locations. | 2025-29 | $55 Million | County | None | SPLOST & Connection Charges<br>American Relief Grant Funds | In Progress – County is extending sewer service in targeted areas per the most recent Sewer Master Plan updated in December 2021 |
| 4. Improve regional marketing. | 2025-29 | N/A | County/Greater Hall Chamber | N/A | N/A | In Progress – Ongoing work with the Chamber of Commerce. |
| 5. Adopt coordinated intergovernmental annexation policy and agreement. | 2025-29 | N/A | County | N/A | N/A | Completed – Continue implementation of the Service Delivery Strategy adopted in July 2017. Implement the policy with of any new annexation requests. |
| 6. Comprehensive Plan Update | 2025-29 | $150,000 | County | NA | Dev. Services Fund | Completed. Minor update adopted December 2024. |

## Intergovernmental Actions

| Major Actions | Time Frame | Estimated Cost | Responsible Party | Portion Chargeable to Impact Fees | Sources of Funds | Comments |
|---|---|---|---|---|---|---|
| 1. Revise County development codes/consider complementary design and other standards with Cities. | 2025-29 | N/A | County staff and consultants | N/A | Dev. Services Fund | Completed. Adopted November 2024. |
| 2. Draft county/city preservation plan with implementation tools. | 2025-29 | N/A | County staff | N/A | N/A | Ongoing - County will be working on completing a joint preservation ordinance with City of Gainesville in conjunction with the UDC. |
| 3. Identify key natural and cultural resources and consider for acquisition. | 2025-29 | N/A | County staff | N/A | N/A | In Progress – County updated the Park Master Plan in 2019 in conjunction with the CORPS Master Plan. Ongoing discussions/public involvement regarding park locations should take place. |
| 4. Extend sewer to targeted development locations in comprehensive plan; avoid service in sensitive natural areas. | 2025-29 | $55 Million | County | None | SPLOST & Connection Charges<br>American Relief Grant Funds | In Progress – County is extending sewer service in targeted areas per the most recent Sewer Master Plan updated in December 2021. |
| 5. Draft and adopt coordinated intergovernmental annexation policy. Use as countywide model. | 2025-29 | N/A | County staff | N/A | N/A | Completed – Continue implementation of the Service Delivery Strategy adopted in July 2017. |

| HALL COUNTY | Annual Impact Fee Financial Report - 2023/2024 | | | | | | | | Draft as of 5-5-2025 |
|---|---|---|---|---|---|---|---|---|---|
| **Public Facility** | **Libraries** | **Fire Protection** | **Sheriff's Patrol** | | **Public Safety Facility** | **Parks/Recreation** | **Admin** | **CIE Prep** | **TOTAL** |
| **Impact Fee Balance June 30, 2023**** | $ 1,384,959.41 | $ 460,995.16 | $ 136,488.82 | | $ 311,121.00 | $ 5,143,746.34 | $ 263,771.72 | $ (4,295.87) | $ 7,696,786.58 |
| **Impact Fees Collected (July 1, 2023 through June 30, 2024)** | 461,141.55 | 88,239.97 | 24,229.68 | | 107,246.02 | 839,118.63 | 35,385.63 | 1,179.05 | 1,556,540.53 |
| **Interest Earned*** | - | - | - | | - | - | - | - | - |
| **(Impact Fee Refunds)** | - | - | - | | - | - | - | - | - |
| **(Project Expenditures)** | (225,000.00) | (441,412.62) | - | | - | (1,262,346.21) | - | - | (1,928,758.83) |
| **Impact Fee Fund Balance June 30, 2024** | $ 1,621,100.96 | $ 107,822.51 | $ 160,718.50 | | $ 418,367.02 | $ 4,720,518.76 | $ 299,157.35 | $ (3,116.82) | $ 7,324,568.28 |
| | | | | | | | | | |
| **Impact Fees Available** | $ 1,621,100.96 | $ 107,822.51 | $ 160,718.50 | | $ 418,367.02 | $ 4,720,518.76 | $ 299,157.35 | $ (3,116.82) | $ 7,324,568.28 |
| | | | | | | | | | |
| **Impact Fees Obligated** | $ - | $ - | $ - | | $ - | $ 356,857.00 | $ - | $ - | $ 356,857.00 |

This annual report covers the last completed fiscal year - July 1, 2023 to June 30, 2024. The Hall County Impact Fee Program began April 10, 2003.

*There was no interest earned in FY 2024. However, impact fee funds are housed in an interest bearing account. The interest for this account is minimal for the County as a whole.*

**HALL COUNTY** **Capital Improvements Project Update 2014-2024***

| | |
|---|---|
| **Public Facility:** | **Libraries** |
| **Service Areas:** | **County-wide** |

| Project Description | Project Start Date | Project End Date | Cost of Project* | Percentage of Funding from Impact Fees | Other Funding Sources | Impact Fee Expenditures | Impact Fee Funds Available ** | Project Status |
|---|---|---|---|---|---|---|---|---|
| North Hall Branch Library | 2011 | 2014 | 2,897,152.00 | 18.062% | SPLOST | 523,275.00 | - | Complete |
| Collection Materials | 2012 | 2013 | 180,586.00 | 55.375% | General Fund, State of GA | 100,000.00 | - | Complete |
| Collection Materials | 2013 | 2014 | 305,420.00 | 32.742% | General Fund, State of GA | 100,000.00 | - | Complete |
| Collection Materials | 2014 | 2015 | 428,611.00 | 23.331% | General Fund, State of GA | 100,000.00 | - | Complete |
| Collection Materials | 2015 | 2016 | 100,000.00 | 100.000% | | 100,000.00 | - | Complete |
| Collection Materials | 2016 | 2017 | 100,000.00 | 100.000% | | 100,000.00 | - | Complete |
| Collection Materials | 2017 | 2018 | 130,000.00 | 100.000% | | 130,000.00 | | Complete |
| Collection Materials | 2018 | 2019 | 135,000.00 | 100.000% | | 135,000.00 | - | Complete |
| Collection Materials | 2019 | 2020 | 100,000.00 | 100.000% | | 100,000.00 | - | Complete |
| Collection Materials | 2020 | 2021 | 100,000.00 | 100.000% | | 150,000.00 | - | Complete |
| Collection Materials | 2021 | 2022 | 190,000.00 | 100.000% | | 190,000.00 | - | Complete |
| Collection Materials | 2022 | 2023 | 200,000.00 | 100.000% | | 200,000.00 | - | Complete |
| Collection Materials | 2023 | 2024 | 225,000.00 | 100.000% | | 225,000.00 | - | Complete |
| Collection Materials | 2024 | 2025 | 325,000.00 | 100.000% | | - | 325,000.00 | In Process |
| Expansion of Gainesville Library | 2018 | 2021 | 5,350,000.00 | 21.691% | SPLOST, State of GA Grant | 1,160,460.59 | - | Complete |
| New East Hall Library | 2025 | 2027 | 6,000,000.00 | 21.602% | SPLOST, State of GA Grant | - | 1,296,100.96 | Design Complete / Construction to start 2026 |
| **Total of Costs, Expenditures & Impact Fees Encumbered** | | | **$ 16,766,769.00** | | | **$ 3,313,735.59** | **$ 1,621,100.96** | |

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees

**HALL COUNTY** **Capital Improvements Project Update 2014-2024***

| | |
|---|---|
| **Public Facility:** | **Fire Protection** |
| **Service Areas:** | **County-wide except the City of Gainesville** |

| Project Description | Project Start Date | Project End Date | Cost of Project* | Percentage of Funding from Impact Fees | Other Funding Sources | Impact Fee Expenditures | Impact Fee Funds Available ** | Impact Fees Obligated*** | Project Status |
|---|---|---|---|---|---|---|---|---|---|
| Fire Station #16 | 2012 | 2014 | $ 1,408,338.00 | 12.725% | SPLOST | $ 179,216.50 | $ - | $ - | Complete |
| Fire Station #17 | 2020 | 2024 | 6,705,795.00 | 0.000% | SPLOST | 550,000.00 | - | - | Complete |
| Fire Apparatus #17 | 2020 | 2022 | 1,133,269.00 | 0.000% | SPLOST | - | - | | Complete |
| | | | | | | | | | |
| Future Fire Training Center | 2026 | 2028 | 20,000,000.00 | 0.539% | Capital Projects Fund - Fire Services / SPLOST | - | 107,822.51 | | In Planning Phase |
| | | | - | | | - | - | | |
| **Total of Costs, Expenditures & Impact Fees Encumbered** | | | **$ 29,247,402.00** | | | **$ 729,216.50** | **$ 107,822.51** | **$ -** | |

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2024

***This is the balance of encumbrances to date in FY2025 for Fire Projects funded with impact fees.

**HALL COUNTY** **Capital Improvements Project Update 2014-2024***

| | |
|---|---|
| **Public Facility:** | **Public Safety Facility** |
| **Service Areas:** | **County-wide** |

| Project Description | Project Start Date | Project End Date | Cost of Project* | Percentage of Funding from Impact Fees | Other Funding Sources | Impact Fee Expenditures | Impact Fees Funds Available ** | Project Status |
|---|---|---|---|---|---|---|---|---|
| Expansion of Visitation Room^ | 2014 | 2017 | $ 407,402.00 | 100.000% | | $ 407,401.97 | $ - | Complete |
| Expansion of Jail Parking | 2018 | 2018 | 83,737.50 | 100.000% | | 83,737.50 | - | Complete |
| Expansion of Sheriff's Headquarters | 2021 | 2022 | 1,113,741.00 | 26.936% | Capital Projects Fund | 300,000.00 | - | Complete |
| Construction of new Sheriff Training Facility | 2024 | 2028 | 17,500,000.00 | 2.391% | SPLOST / Capital Projects Fund | - | 418,367.02 | Design Complete |
| Unidentified Projects | TBD | TBD | - | | | - | - | To be Determined |
| | | | | | | | | |
| **Total of Costs, Expenditures & Impact Fees Encumbered** | | | **$ 19,104,880.50** | | | **$ 791,139.47** | **$ 418,367.02** | |

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2024

**HALL COUNTY** **Capital Improvements Project Update 2014-2024***

| | |
|---|---|
| **Public Facility:** | **Parks & Recreation** |
| **Service Areas:** | **County-wide except the City of Gainesville** |

| Project Description | Project Start Date | Project End Date | Cost of Project* | Percentage of Funding from Impact Fees | Other Funding Sources | Impact Fee Expenditures | Impact Fee Funds Available ** | Impact Fees Obligated*** |
|---|---|---|---|---|---|---|---|---|
| Albert Banks Park (Field of Dreams | 2013 | 2014 | 400,000.00 | 56.788% | Grant, General Fund | 227,151.02 | - | - |
| Cherokee Bluffs Park | 2015 | 2021 | 3,212,958.00 | 86.438% | SPLOST | 2,777,217.13 | - | - |
| Purchase of Future Greenspace for Healan's Mill Greenway | 2018 | 2018 | 669,533.02 | 50.712% | Grant, General Fund | 339,533.02 | - | - |
| Tadmore Park Renovation | 2021 | 2023 | 1,824,421.51 | 19.693% | SPLOST | 359,290.94 | - | - |
| Alberta Banks Renovation | 2022 | 2024 | 1,033,330.00 | 54.116% | SPLOST | 559,192.25 | - | - |
| Laurel Park Restoration | 2022 | 2026 | 2,130,250.00 | 44.010% | SPLOST / Capital Projects | 27,516.00 | 910,000.00 | - |
| AG Center Renovation | 2022 | 2026 | 1,699,000.00 | 31.960% | SPLOST / Capital Projects | 369,266.19 | 74,000.00 | 99,740.00 |
| Healan's Mill Park Construction | 2022 | 2025 | 4,000,000.00 | 20.541% | N/A | 85,462.66 | 479,080.00 | 257,117.00 |
| Future South Hall Park / Senior Center | 2025 | 2027 | 40,000,000.00 | 8.144% | SPLOST / Capital Projects | - | 3,257,438.76 | - |
| Unidentified Projects | TBD | TBD | - | | | | - | - |
| **Total of Costs, Expenditures & Impact Fees Encumbered** | | | **$ 54,969,492.53** | | | **$ 4,744,629.21** | **$ 4,720,518.76** | **$ 356,857.00** |

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2024

***This is the balance of encumbrances to date in FY2025 for Parks Projects funded with impact fees.

**HALL COUNTY** **Capital Improvements Project Update 2014-2024***

| | |
|---|---|
| **Public Facility:** | **Administration** |
| **Service Areas:** | **County-wide** |

| Project Description | Project Start Date | Project End Date | Cost of Project* | Percentage of Funding from Impact Fees | Other Funding Sources | Impact Fee Expenditures | Impact Fee Funds Available ** | Project Status |
|---|---|---|---|---|---|---|---|---|
| | | | | | | $ - | $ - | |
| Unidentified Projects | | | - | | | - | 299,157.35 | To be Determined |
| | | | - | | | - | - | |
| **Total of Costs, Expenditures & Impact Fees Encumbered** | | | **$ -** | | | **$ -** | **$ 299,157.35** | |

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceedthe percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2024

**HALL COUNTY** **Capital Improvements Project Update 2014-2024***

| | |
|---|---|
| **Public Facility:** | **Sheriff's Patrol** |
| **Service Areas:** | **County-wide** |

| Project Description | Project Start Date | Project End Date | Cost of Project* | Percentage of Funding from Impact Fees | Other Funding Sources | Impact Fee Expenditures | Impact Fee Funds Available ** | Project Status |
|---|---|---|---|---|---|---|---|---|
| South Hall Precinct | 2014 | 2015 | $ 979,000.00 | 21.9% | SPLOST | $ 168,626.24 | $ - | Complete |
| Construction of New North Hall Precinct | 2027 | 2029 | 4,500,000.00 | 3.6% | Capital / SPLOST | - | 160,718.50 | Not Started Yet; Planning Phase |
| Unidentified Projects | | | - | | | - | - | To be Determined |
| | | | - | | | - | - | |
| **Total of Costs, Expenditures & Impact Fees Encumbered** | | | **$ 5,479,000.00** | | | **$ 168,626.24** | **$ 160,718.50** | |

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceedthe percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2024

# AGENDA ITEM

## Public Hearing to amend Hall County's Zoning Map as follows:

**REPORT TO:** **Work Session (06/23/25)**

**REPORT TO:** **Voting Meeting (06/26/25)**

**ITEM NO:** 369/2025

**SUBJECT:** **0 Reservoir Drive | Rezone |** from Residential 1 (R-1) to Agricultural Residential 1 (AR-1) | on a 1.20± acre tract located on the northeast side of Reservoir Drive at its intersection with Old Cornelia Highway | Zoned R-1; Tax Parcel 15018 000123 | **Proposed Use: Permitted uses in AR-1** | Commission District 3 | **Denise R. Jackson, applicant**

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BG

**Recommendation:**
Approval, with conditions

1. 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.
2. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
3. All conditions of zoning shall be made part of any plats created for the property.

**Purpose of Request:**
**0 Reservoir Drive | Rezone |** from Residential 1 (R-1) to Agricultural Residential 1 (AR-1) | on a 1.20± acre tract located on the northeast side of Reservoir Drive at its intersection with Old Cornelia Highway | Zoned R-1; Tax Parcel 15018 000123 | **Proposed Use: Permitted uses in AR-1** | Commission District 3 | **Denise R. Jackson, applicant**

**History:**

**Facts and Issues:**

**Options:**

**Funding Requested** $ 0.00

| | |
|---|---|
| **Are funds within current budget?** | No |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Submit | Approve | Attorney | Administration |
|---|---|---|---|
| KE | BG | WLI | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat
Maps
Deed
Historic Board of Commissioners Letters and Site Plans
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Letter to Neighbors
Notice Sign

# Hall County Government
PLANNING AND ZONING

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
**Beth Garmon**

**To:** David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

**From:** Beth Garmon, Director of Planning & Zoning

**Date:** June 9, 2025

**Subject:** **0 Reservoir Drive | Rezone |** from Residential 1 (R-1) to Agricultural Residential 1 (AR-1) | on a 1.20± acre tract | Zoned R-1; Tax Parcel 15018 000123 **| Proposed Use: Permitted uses in AR-1 |Denise R. Jackson, applicant**

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The request before you is from Denise R. Jackson to rezone from Residential 1 (R-1) to Agricultural Residential 1 (AR-1) for permitted uses in AR-1. This item is located within Commission District 3.

At their May 19, 2025 meeting the Hall County Planning Commission voted to recommend **approval, with three (3) conditions (3-1, Davidson opposed and Varner absent).**

Staff recommendation: **Approval, with conditions,** as the proposed zoning is consistent with the "Rural Neighborhood" future land use classification within the Comprehensive Plan.

There were **no comments submitted** in advance of the Planning Commission meeting and **one (1) person spoke in opposition during the public hearing.**

**Planning Commission Conditions:**

1. 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.
2. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

   "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and

pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

3. All conditions of zoning shall be made part of any plats created for the property.

**HALL COUNTY PLANNING COMMISSION**
**RECOMMENDATION REPORT**

**Applicant** ..... Denise R. Jackson

**Request** ..... **Rezone** | from Residential 1 (R-1) to Agricultural Residential 1 (AR-1)

**Proposed Use** ..... Permitted uses in AR-1

**Size** ..... 1.20± acres

**Zoning** ..... **Current:** Residential 1 (R-1) | **Proposed:** Agricultural Residential 1 (AR-1)

**Location** ..... **0 Reservoir Drive |** Tax Parcel 15018 000123

**Commission District** ..... Three

**Planning Commission Date** ..... May 19, 2025

**Staff Recommendation** ..... **Approval, with conditions** as the proposed zoning is consistent with the "Rural Neighborhood" future land use classification within the Comprehensive Plan

**Record Number(s)** ..... HZON25-0017

**Planning Commission Recommendation**..... **Approval, with conditions**

**Vote: 3-1 (Davidson opposed, Varner absent)**

***Planning Commission Conditions:***

1. 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.
2. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

   "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and

nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

3. All conditions of zoning shall be made part of any plats created for the property.

**Excerpts from the minutes of the May 19, 2025 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request.

**Denise Jackson, 3774 Old Cornelia Highway, Gainesville,** presented the request.

***Public Forum:***

**Marie Steckbauer, 3770 Stone Creek Court, Gainesville,** spoke in opposition. Ms. Steckbauer gave a brief history of the common area property and explained that the community wants this property to continue to function as a common area for neighborhood beauty and natural preservation.

***Planning Commission Comments:***

Mr. Hunt asked if the applicant closed on the property. The applicant stated they closed on August 25, 2023. Mr. Braswell stated neither the Board nor the County can enforce neighborhood covenants.

***Motion: A motion to approve, with conditions was made by Stan Hunt and seconded by Frank Sosebee. Vote: 3-1 (Davidson opposed and Varner absent)***

Conditions:

1. 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.
2. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

   "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
3. All conditions of zoning shall be made part of any plats created for the property.

**Staff recommends APPROVAL of the applicant's requests with the following conditions:**

4. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering.

5. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
   "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

6. All conditions of zoning shall be made part of any plats created for the property.

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**Summary Analysis**

The applicant is requesting to rezone a 1.20± acre tract from Residential-1 (R-1) to Agricultural Residential (AR-1) to allow for uses permitted in the AR-1 zoning district.

In 2001, the Board of Commissioners approved a 295-lot single-family subdivision and daycare center for a tract of land that includes the subject parcel. In 2004, the final subdivision plat for Stoney Creek at the Reservoir was recorded, designating the parcel at 0 Reservoir Drive (tax parcel 15018 000123) as common area (DEV2004-00073). In 2005, the zoning conditions were amended, reducing the subdivision to 137 lots (ZON2005-00046). The following are the current conditions which are applicable to Stoney Creek at the Reservoir subdivision:

1. The development shall be limited to stick-built homes with a minimum of 1,400 square feet of heated floor space, with an overall average of 1,600 square feet minimum of heated floor space, and all lots bordering the reservoir shall have 1,800 square feet of heated floor space.
2. All septic tanks shall have dual inspection tubes at the inlet and outlet.
3. There shall also be a substitute site selected at preliminary platting to serve as an alternative to the thirty-acre site, not requiring Planning Commission review.
4. The developer's project shall have access to the property being dedicated to the county and the reservoir site.
5. The county will pay for a construction easement across the developer's undeveloped property for construction access road to the reservoir site.
   a) The county will pay fourteen hundred dollars ($1,400.00) per acre for the access easement.
   b) The easement will start at end of Phase I of the development and be fifty feet (50') wide.

c) The developer will design the road and the county will construct (reservoir contractor) the road to county standards. The county will clear and grade the road, provide all stream crossings, install water line as designed by county, not paving the road but providing a year round surface that will not erode.
d) County will provide all soil erosion control measures required.
e) County will provide gate valves and pipe reducers as required by the developer for future phases.

6. Developer will design the waterline in the subdivision and the county will design and construct the waterline to access the subdivision and through the subdivision to the reservoir site.
7. Developer will pay $20.00 per foot for the waterline and $1.00 per foot for design, for all line installed by the county to and through his property.
8. The county will assist the developer in acquiring right-of-way as needed by the development.
9. Water meter fees are to be $1,100.00 per lot for five years.
10. Turn lane will have to be constructed during the initial phase of the project.
11. The required design and construction activities by the county will be incorporated into the Reservoir Construction Contract.
12. The center turn lane at the entrance shall be completed along with the 100$^{th}$ lot of this subdivision, based on the future additional development accessed through this project and the level of traffic on Old Cornelia Highway and said turn lane improvements shall be added to the existing road bond for the project.
13. The 30 acre site that was to be deeded to the Hall County School Board / Hall County Government shall be incorporated into the overall acreage of the development.
14. Development shall be limited to a maximum of 145 lots, with each lot being a minimum of 1.25 acres in size.
15. A statement shall be placed on plans and any plat created for development that indicates future development of the adjoining property will be accessed through this subdivision.
16. All other conditions of zoning not in conflict with the above shall remain in effect.

Currently, the subject property remains undeveloped and wooded.

The surrounding properties are zoned and developed as outlined below:

North: Agricultural Residential 1 (AR-1): Developed with single-family residences.
South: Residential 1 (R-1): Stoney Creek at the Reservoir subdivision, developed with single-family residences.
East: Agricultural Residential 1 (AR-1: Developed with single-family residences.
West: Agricultural Residential 1 (AR-1): Developed with single-family residences.

According to the submitted narrative, the applicant purchased the property located at 3774 Old Cornelia Highway (tax parcel 15018 000045), which borders the subject property identified as 0 Reservoir Drive to the north. After acquiring 3774 Old Cornelia Highway, the applicant discovered an additional tract—0 Reservoir Drive—situated between her property and the Stoney Creek at the Reservoir subdivision. She subsequently purchased both tracts to maintain continuity between them. The applicant is now

requesting to rezone the subject parcel to align the zoning of both properties and to preserve the option of installing driveways from Reservoir Drive. She notes that the deed for 0 Reservoir Drive includes provisions permitting the installation of two driveways. In a letter sent to neighboring property owners, the applicant stated her intention to maintain a buffer of existing trees, shrubs, and grass between Reservoir Drive and the properties.

Water is provided by the City of Gainesville and sanitary sewer services will be provided by on-site septic systems.

**Comprehensive Plan Land Use Designation**

**Based on the future land use plan, staff finds the requested zoning designation *is consistent* with the Hall County Comprehensive Plan future land use designation of "Rural Neighborhood" within the East Hall Character Area.** These areas should consist of active farms and agricultural enterprises and low-density, large-lot single-family residential uses. These areas also consist of undeveloped lands likely to face development pressures for new residential or commercial development. Similar to Rural Agriculture, they should have deep setbacks and incorporate a high percentage of open space. Where it occurs, new development should preserve natural features, including tree canopy, waterways, and waterbodies. The Rural Neighborhood designation envisions a density of up to 0.75 dwelling units per acre, or one dwelling unit per one and a half acres. This development has an overall proposed density of 0.34 units per acre.

**Zoning Analysis**

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed rezoning is suitable in view of the use, development, and zoning of adjacent and nearby properties.**

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed rezoning will adversely affect nearby properties.**

c. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned, however, the applicant cannot construct additional driveways as listed as permissions within the subject properties' deed provisions without rezoning to Agricultural Residential (AR-1).**

d. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved, the use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the Comprehensive Plan and the "Rural Neighborhood" land use designation.**

f. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

h. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently undeveloped.**

j. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions affecting the use or development of the property.**

k. Whether the change would create an isolated district unrelated to the surrounding districts; **The change in zoning would align the subject property with the current zoning of adjacent parcels adjacent to the subdivision.**

l. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**

n. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support agricultural uses based on the Future Land Use Map.**

o. Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request could not be handled alternatively as a variance.**

p. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

**11.2.6.E - Submission requirements**

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

    **c.** For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

    d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County

Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

**Development Support and Constraints**

**Hall County Environmental Health**
In an email dated April 17, 2025, Emily McGahee stated, "Subject parcel is not recognized as a separate building lot as it was designated as Open Space for subdivision approval."

**Georgia Department of Transportation**
In an email dated April 21, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is not required.

**Hall County Public Works and Utilities**
In a memo dated April 18, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

**Engineering:**
No comment.

**Traffic:**
No comment.

**Utilities**
Hall County service area. No sewer in vicinity.

**Hall County Fire Marshal**
In an email dated April 15, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated,
"The Hall County Fire Marshal's Office has no comments regarding the rezoning request."

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

# ZONING APPLICATION

**Applicant (Name & Mailing Address)**

Denise R. Jackson
3774 Old Correlia Hwy
Gainesville, Ga 30507
Phone [redacted]
Email Address [redacted]

**Property Owner (Name & Mailing Address)**

The Denise Renae Jackson
Revocable Living Trust
(same)
Phone
Email Address

Proposed Use to match zoning of larger tract & retain option of driveway(s)

**Contact Person (Name & Mailing Address)**

Same as above
Phone
Email Address

**Status of Applicant**

X Owner
Option to Purchase
Area Resident
Other

**Requested Action**

Existing Zoning: R-1
Rezone to: AR-1
Fee:$
Receipt #:
Check #:

Tax Parcel Number 1501800012 3
Acreage 1.13
Location Address Reservoir Drive

**I hereby certify that the above information and all attached information are true and correct.**

Sign Denise R. Jackson Date: 3-18-2025

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

---

**Application Withdrawal:** I hereby **withdraw** the application.

Sign Date:

---

**Staff Use Only**

Application Date: Taken by:
Tentative Planning Commission Date: Tentative County Commission Date:
County Commission District:

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

---

I hereby certify that I have read the above and that:

I have**_____ I have not ✓

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** Denise R Jackson **Date:** 3-18-2025

**Applicant's/Owner's Name (Printed):** Denise R. Jackson

**Application for Rezoning of 1.13 acre tract known as Common Area at entrance of Stone Creek at the Reservoir Subdivision**

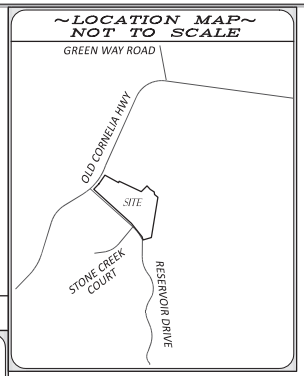
Applicant: Denise R. Jackson

I reside at 3774 Old Cornelia Highway on a 7.33 acre tract of land. After purchasing that property, I became aware that there was a 1.13 acre tract of land between my acreage and the Stone Creek at the Reservoir Subdivision. At that time, the 1.13 acre tract was owned by the daughter of a previous owner of my 7.33 tract. I purchased the 1.13 acre tract in order to keep the two tracts together.

The deed for the 1.13 acre tract contains a provision allowing for the installation of two driveways onto Reservoir Drive. I understand from the Hall County Planning and Zoning Department that before any driveways could be installed, the zoning of the 1.13 acre tract (R-1) would have to match the zoning of the 7.33 acre tract (AR-1).

The purpose of this application for rezoning is to make the 1.13 acre tract match the zoning designation of my 7.33 acre tract, both for consistency and to retain the option of installing other driveways in the future. I currently have no plans to divide the property or install a driveway.

RECEIVED
MAR 19, 2025
Planning & Zoning Department




THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT

## GENERAL NOTES

FIELD MEASUREMENTS OBSERVED USING AN iGAGE i89 MULTI-FREQUENCY RTK SATELLITE RECEIVER. RELATIVE POSITIONAL ACCURACY FOUND TO BE 0.07'
FIELD DATA ADJUSTED USING THE LEAST SQUARES METHOD

BEARINGS AND DISTANCES SHOWN HEREON HAVE BEEN CALCULATED FOR CLOSURE AND FOUND TO HAVE A PRECISION OF 1 FOOT IN 286,098 FEET.

THIS PLAT DOES NOT CONSTITUTE AND SHALL NOT BE CONSTRUED AS A TITLE SEARCH OR REPORT, AND THUS MAY BE SUBJECT TO ANY EASEMENTS, RIGHT OF WAY OR RESTRICTIONS ONE MAY FIND.

TYPE OF SURVEY: COMBINATION

SOURCE OF TITLE DESCRIPTION FOR SUBJECT PROPERTY:
DB 9195, pg 225 & DB 9362, pg 270

PROPERTY OWNERS AT TIME OF SURVEY:
DENISE RENAE JACKSON REVOCABLE TRUST

PARCEL NUMBERS: 15018 000045 & 15018 000123

THIS SURVEY IS A RESULTING DETERMINATION BASED UPON AVAILABLE RECORDS (PUBLIC OR OTHERWISE PROVIDED) AND FIELD OBSERVATIONS. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH OR TITLE OPINION BY WATKINS LAND SURVEYING, LLC AND IS SUBJECT TO THE DISCOVERY OF ADDITIONAL DOCUMENTATION THAT MAY AFFECT THE PROPERTY DEPICTED HEREON. THIS SURVEY IS ONLY FOR THE USE AND BENEFIT OF THE PERSON(S) OR ENTITIES SPECIFICALLY STATED HEREON. NO LIABILITY IS EXTENDED TO ANY PERSON(S) OR ENTITIES THAT ARE NOT SPECIFICALLY STATED HEREON.

## SURVEYOR CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67. THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67

JASON D. WATKINS, RLS #3241

GEORGIA REGISTERED NO. 3241 LAND SURVEYOR JASON D. WATKINS

PREPARED BY
WATKINS
LAND SURVEYING, LLC
P.O. BOX 1424, DAHLONEGA, GA 30533
706-633-4452
watkinslandsurveying@gmail.com
GA CERTIFICATE OF AUTHORIZATION NO. 1363

## HALL COUNTY NOTES

ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FOOT UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FOOT IMPERVIOUS SURFACE SETBACK (HALL COUNTY CODE 8.170.070)

IF THE PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE (HALL COUNTY CODE 17.225.040)

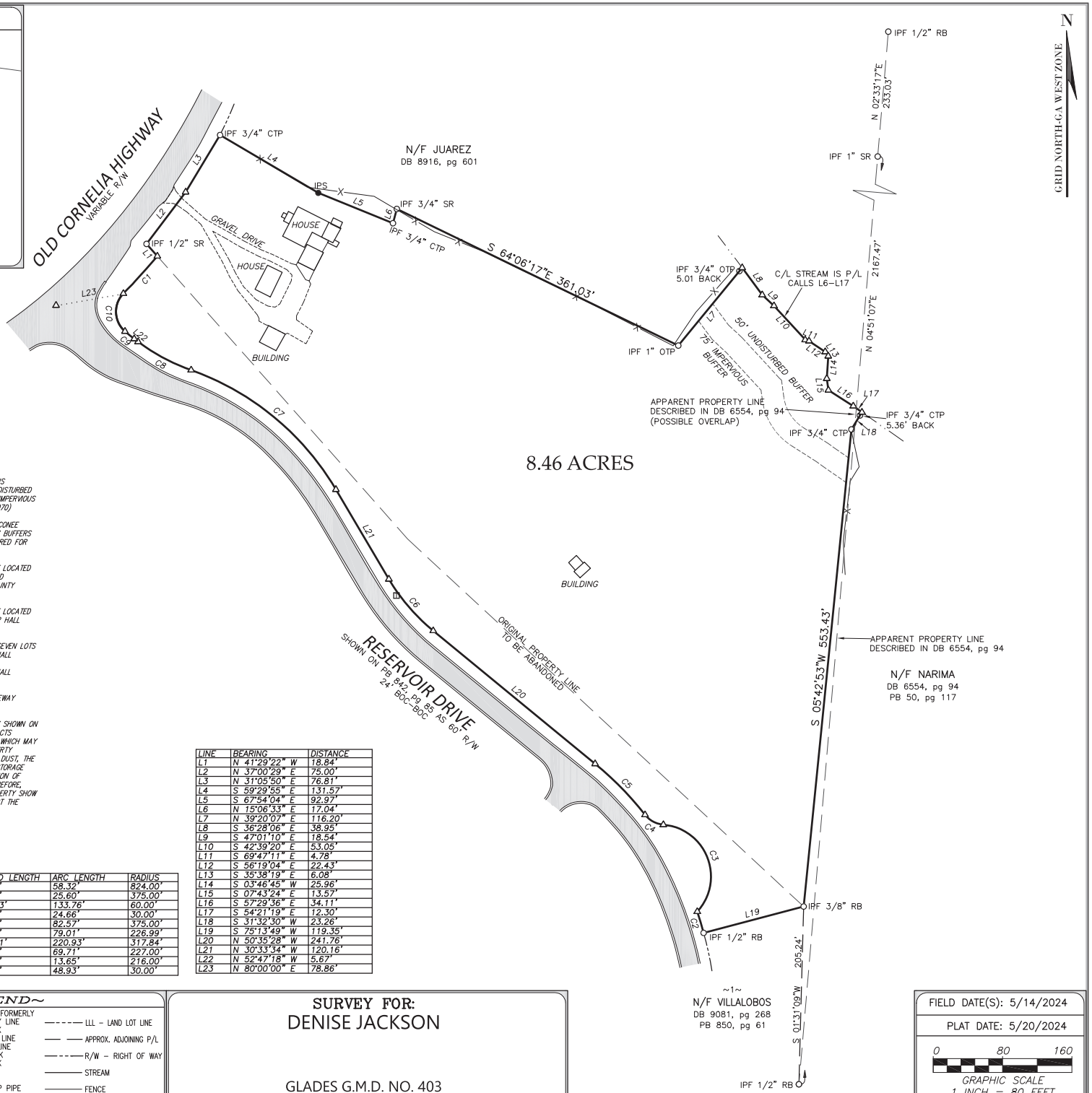
THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #13139C0225G, HALL COUNTY GEORGIA,DATED 12/1/2022..

THIS PROPERTY OR A PORTION THEREOF IS NOT LOCATED IN THE HALL COUNTY STUDIED FLOOD ZONE PER HALL COUNTY GIS.

IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OF MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE 8.180.120 AND 8.180.130)

ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE 12.40.

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 SHOW ON THIS PLAT SHOULD BE PREPARED TO EXPECT THE EFFECTS OF SUCH PRACTICES




| CURVE | CHORD BEARING | CHORD LENGTH | ARC LENGTH | RADIUS |
|---|---|---|---|---|
| C1 | N 42°16'39" E | 58.30' | 58.32' | 824.00' |
| C2 | N 16°36'58" W | 25.60' | 25.60' | 375.00' |
| C3 | N 21°18'04" W | 107.73' | 133.76' | 60.00' |
| C4 | N 61°36'49" W | 23.97' | 24.66' | 30.00' |
| C5 | N 44°22'18" W | 82.40' | 82.57' | 375.00' |
| C6 | N 40°37'10" W | 78.61' | 79.01' | 226.99' |
| C7 | N 50°28'21" W | 216.51' | 220.93' | 317.84' |
| C8 | N 61°55'13" W | 69.44' | 69.71' | 227.00' |
| C9 | N 50°58'39" W | 13.65' | 13.65' | 216.00' |
| C10 | N 02°26'41" W | 43.68' | 48.93' | 30.00' |

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 41°29'22" W | 18.84' |
| L2 | N 37°00'29" E | 75.00' |
| L3 | N 31°05'50" E | 76.81' |
| L4 | S 59°29'55" E | 131.57' |
| L5 | S 67°54'04" E | 92.97' |
| L6 | N 15°06'33" E | 17.04' |
| L7 | N 39°20'07" E | 116.20' |
| L8 | S 36°28'06" E | 38.95' |
| L9 | S 47°01'10" E | 18.54' |
| L10 | S 42°39'20" E | 53.05' |
| L11 | S 69°47'11" E | 4.78' |
| L12 | S 56°19'04" E | 22.43' |
| L13 | S 35°38'19" E | 6.08' |
| L14 | S 03°46'45" W | 25.96' |
| L15 | S 07°43'24" E | 13.57' |
| L16 | S 57°29'36" E | 34.11' |
| L17 | S 54°21'19" E | 12.30' |
| L18 | S 31°32'30" W | 23.26' |
| L19 | S 75°13'49" W | 119.35' |
| L20 | N 50°35'28" W | 241.76' |
| L21 | N 30°33'34" W | 120.16' |
| L22 | N 52°47'18" W | 5.67' |
| L23 | N 80°00'00" E | 78.86' |

## ~LEGEND~

| | | |
|---|---|---|
| ● IPS - IRON PIN SET (ALL IPS SHOWN HEREON ARE 1/2" CAPPED REBARS UNLESS OTHERWISE NOTED) | N/F NOW OR FORMERLY | LLL - LAND LOT LINE |
| ○ IPF - IRON PIN FOUND | P/L PROPERTY LINE | |
| △ CALCULATED POINT | S/B SET BACK | |
| ⊠ CONCRETE MONUMENT | B/L BUILDING LINE | APPROX. ADJOINING P/L |
| ☎ TELEPHONE PEDESTAL | C/L CENTER LINE | |
| ▣ POWER BOX | DB DEED BOOK | R/W - RIGHT OF WAY |
| ⌀ UTILITY POLE | PB PLAT BOOK | |
| ⛲ FIRE HYDRANT | pg PAGE | STREAM |
| Ⓜ WATER METER | RB REBAR | |
| ⋈ WATER VALVE | OTP OPEN TOP PIPE | FENCE |
| Ⓢ SANITARY SEWER MANHOLE | CTP CRIMP TOP PIPE | |
| ⓙ JUNCTION BOX | SR SOLID ROD | S SANITARY SEWER |
| | AI ANGLE IRON | |
| | DI DROP INTLET | P OVERHEAD POWER |
| | GI GRATE INTLET | |

**SURVEY FOR:**
DENISE JACKSON

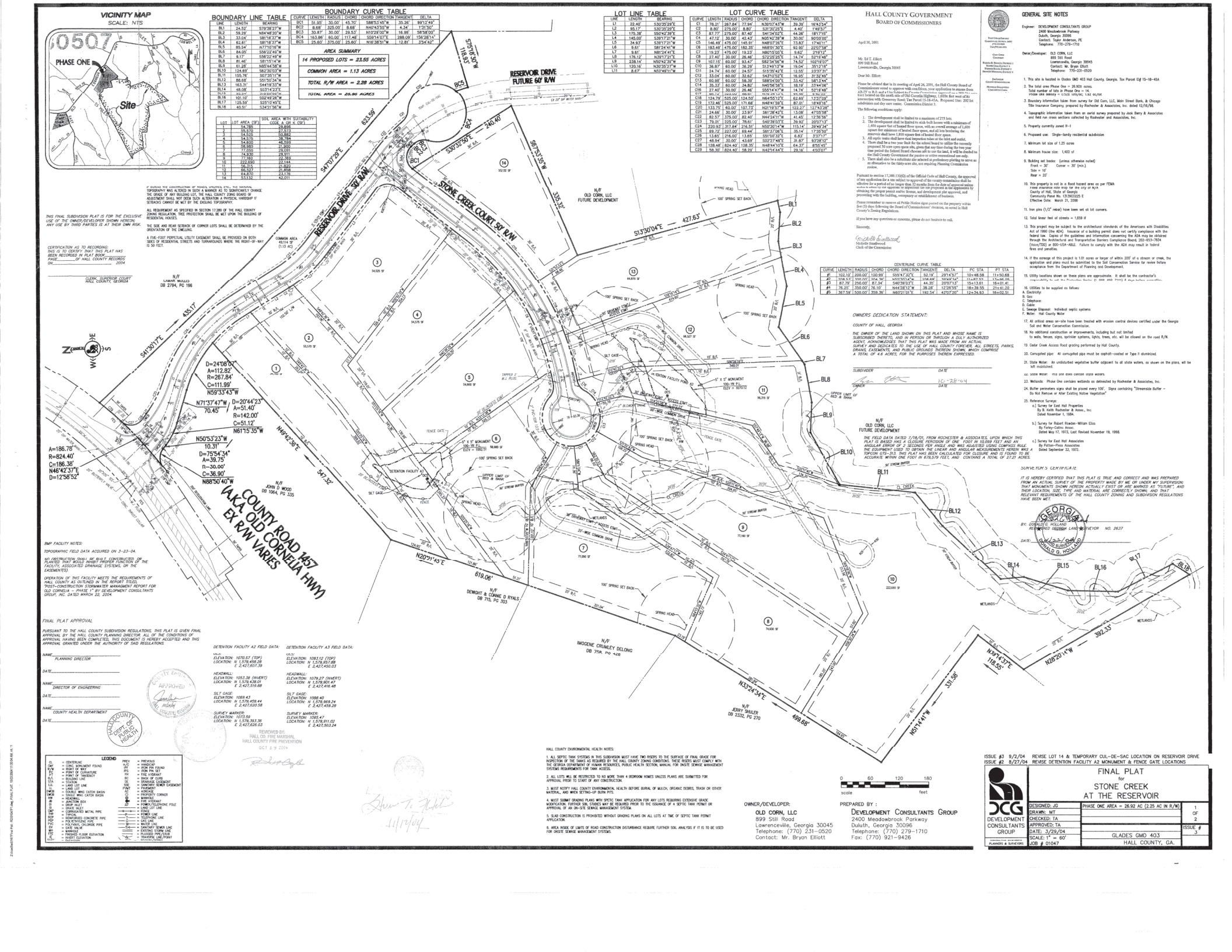
GLADES G.M.D. NO. 403
HALL COUNTY, GEORGIA

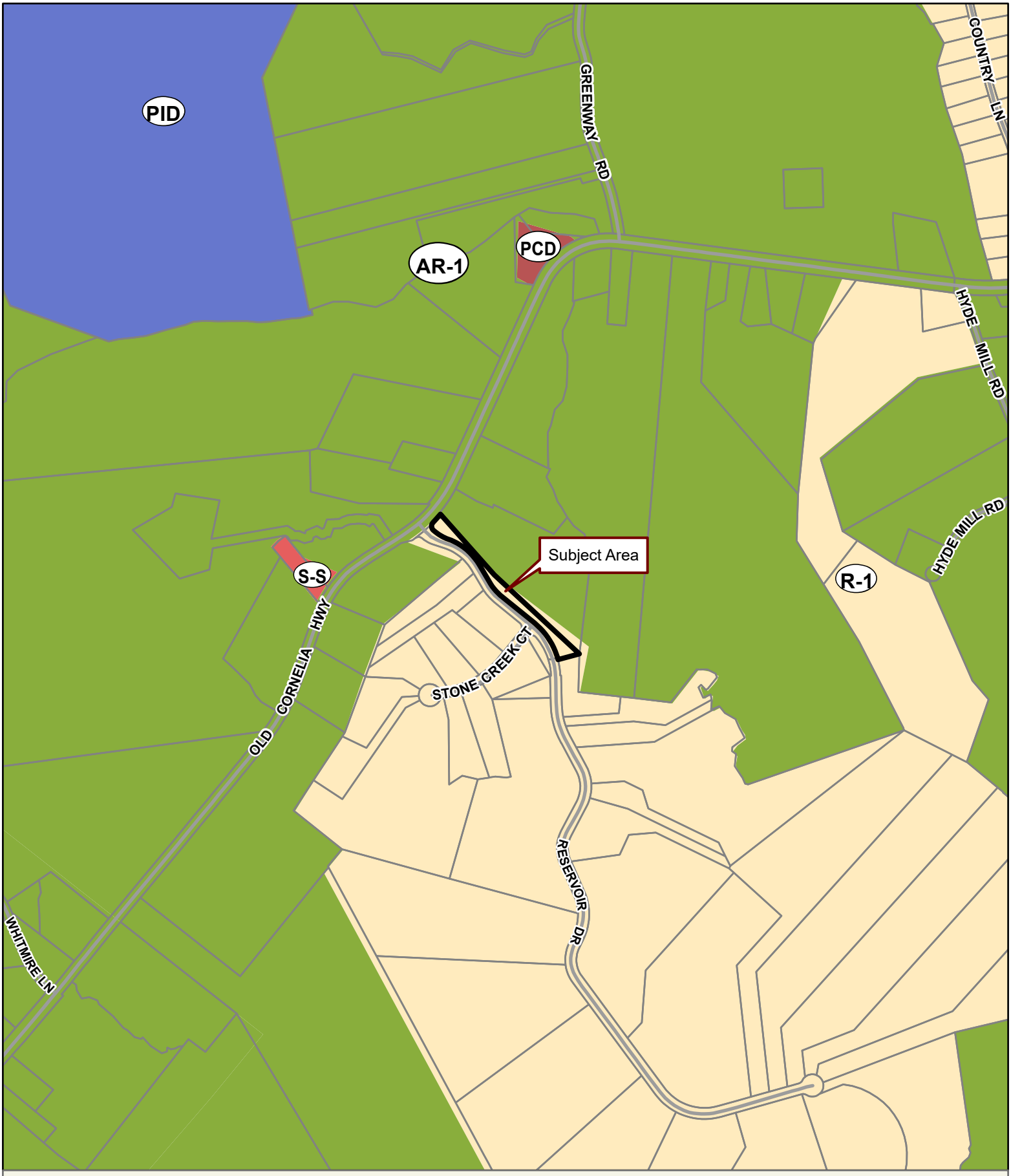
FIELD DATE(S): 5/14/2024

PLAT DATE: 5/20/2024

0 80 160
GRAPHIC SCALE
1 INCH = 80 FEET

PROJECT No. 24-011


VICINITY MAP
SCALE: NTS
PHASE ONE
Site
BOUNDARY LINE TABLE
BOUNDARY CURVE TABLE
AREA SUMMARY
14 PROPOSED LOTS = 23.55 ACRES
COMMON AREA = 1.13 ACRES
TOTAL R/W AREA = 2.28 ACRES
TOTAL AREA = 26.96 ACRES
LOT LINE TABLE
LOT CURVE TABLE
HALL COUNTY GOVERNMENT
BOARD OF COMMISSIONERS
GENERAL SITE NOTES
RESERVOIR DRIVE FUTURE 60' R/W
STONE CREEK COURT 50' R/W
RESERVOIR DRIVE 50' R/W
COUNTY ROAD 1457
(AKA OLD CORNELIA HWY)
EX R/W VARIES
N/F
OLD CORN, LLC
FUTURE DEVELOPMENT
N/F
LAMAR MULLIS
DB 2794, PG 196
N/F
JOHN U WOOD
DB 1064, PG 335
N/F
DEWIGHT & CONNIE D RYALS
DB 715, PG 303
N/F
IMOGENE CRUMLEY DELONG
DB 759A PG 428
N/F
JERRY SHULER
DB 2335, PG 270
DETENTION FACILITY #1
DETENTION FACILITY #2
COMMON AREA
40,114 SF
(1.13 AC)
OWNERS DEDICATION STATEMENT:
COUNTY OF HALL, GEORGIA
SURVEYOR'S CERTIFICATE
FINAL PLAT APPROVAL
DETENTION FACILITY A2 FIELD DATA:
DETENTION FACILITY A3 FIELD DATA:
HALL COUNTY ENVIRONMENTAL HEALTH NOTES:
BMP FACILITY NOTES:
LEGEND
OWNER/DEVELOPER:
OLD CORN, LLC
899 Still Road
Lawrenceville, Georgia 30045
Telephone: (770) 231-0520
Contact: Mr. Bryan Elliott
PREPARED BY :
DEVELOPMENT CONSULTANTS GROUP
2400 Meadowbrook Parkway
Duluth, Georgia 30096
Telephone: (770) 279-1710
Fax: (770) 921-9426
FINAL PLAT
for
STONE CREEK
AT THE RESERVOIR
DEVELOPMENT CONSULTANTS GROUP
DESIGNED: JG
DRAWN: MT
CHECKED: TA
APPROVED: TA
DATE: 3/29/04
SCALE: 1" = 60'
JOB # 01047
PHASE ONE AREA = 26.92 AC (2.25 AC IN R/W)
GLADES GMD 403
HALL COUNTY, GA.
1 OF 2
ISSUE # 3
ISSUE #3 9/2/04 REVISE LOT 14 & TEMPORARY CUL-DE-SAC LOCATION ON RESERVOIR DRIVE
ISSUE #2 8/27/04 REVISE DETENTION FACILITY A2 MONUMENT & FENCE GATE LOCATIONS

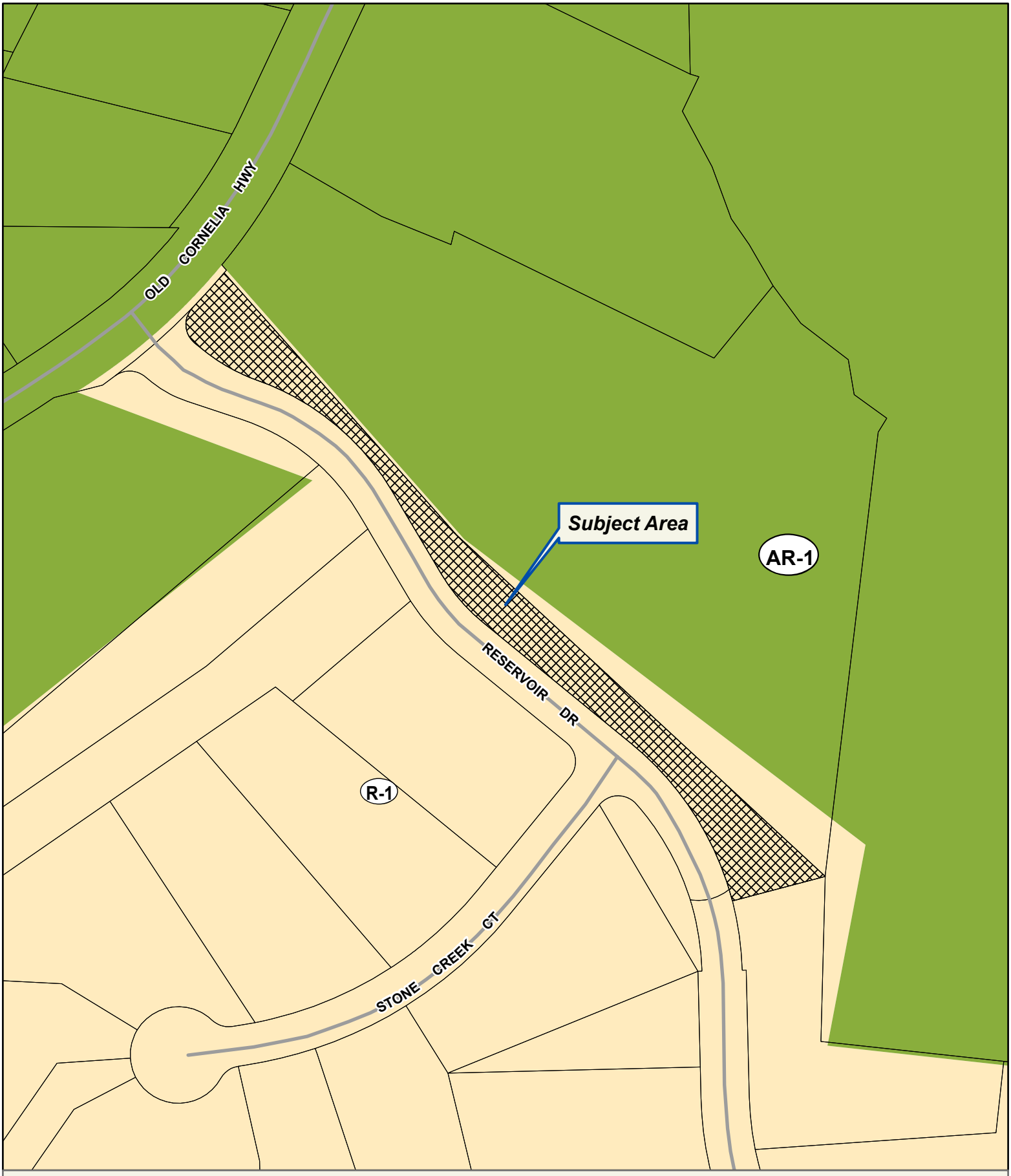



**Applicant:** DENISE R. JACKSON
**Tax Parcel #:** 15018 000123
**Location:** 0 RESERVOIR DRIVE, GAINESVILLE, GA 30507
**Commission District 3** **PC Mtg. Date: 05/19/2025**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N




**Applicant:** DENISE R. JACKSON
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**Commission District 3** **PC Mtg. Date: 05/19/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

**Applicant:** DENISE R. JACKSON
**Tax Parcel #:** 15018 000123
**Location:** 0 RESERVOIR DRIVE, GAINESVILLE, GA 30507
**Commission District 3** **PC Mtg. Date: 05/19/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area

N

After Recording Return To:

Hunt & Taylor Law Group, LLC
1001 Riverside Drive, Suite A
Gainesville, GA 30501

File No.: HT23-0056

FILED & RECORDED 09/01/2023 1:10 PM
DEED BOOK 9362 PAGES 270 - 271
FILING FEES: $25.00
PT61: 069-2023-005850 TRANSFER TAX: $4.50
RECORDED BY: EAR
CLERK: Charles Baker, C.S.C Hall County, GA

For Official Use By Clerk's Office Only

STATE OF GEORGIA
COUNTY OF HALL

# WARRANTY DEED

THIS INDENTURE, made this 25th day of August, 2023, between

**Caroline Elizabeth Mullis**

of the State of GEORGIA, as party or parties of the first part, hereinafter called Grantor, and

**The Denise Renae Jackson Revocable Living Trust**

of the State of GEORGIA, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

## WITNESSETH:

THAT: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to wit:

**See Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof.**

SUBJECT to restrictive covenants and general utility easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Caroline Elizabeth Mullis (SEAL)

Notary Public
Commission Expires: 03/25/2027

PEDRO FIGUEROA
NOTARY PUBLIC, STATE OF NEW YORK
01FI0003719
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES MARCH 25, 2027

# EXHIBIT "A"

## Legal Description

File Number: HT23-0056

All that tract or parcel of land lying and being in Glades 403 GMD of Hall County, Georgia, consisting of a 1.13 acre tract of land fronting on the Northeasterly right-of-way of Reservoir Drive and labeled "Common Area" according to a plat of Stone Creek at the Reservoir recorded in Plat Book 842, Page 85, Hall County, Georgia Records, reference to said plat of survey and the record thereof being hereby made for a more complete legal description.

The above-described property is conveyed subject to the following restrictive covenants:

1. For a period of five years from and after the date of this deed, the above-described property shall not be developed or disturbed and no structures may be placed thereon, other than a maximum of two driveways which conform to the same standards applicable to driveways in the Stone Creek at the Reservoir Subdivision.

2. Grantor and its successors and assigns may place and maintain landscaping on the above-described property within twenty-five feet of the boundary line between the above-described property and the Stone Creek at the Reservoir Subdivision beginning at a point 350 feet from Cornelia Highway. The landscaping is to be installed at the expense of Grantor, its successors or assigns pursuant to a landscaping plan furnished to and approved by Grantee. Grantee may not disturb such landscaping for a period of three years from the date of this deed except as is reasonably necessary for the construction of driveways as allowed under Covenant 1 above, and to allow Grantor, its successors and assigns, reasonable access for maintenance of same.

# HALL COUNTY GOVERNMENT
## BOARD OF COMMISSIONERS

POST OFFICE BOX 1435
GAINESVILLE, GEORGIA 30503
(770) 535-8288
FAX (770) 531-3972

TOM OLIVER
CHAIRMAN

DEBORAH LYNN, DISTRICT 1
BILLY POWELL, DISTRICT 2
STEVE GAILEY, DISTRICT 3
DEBORAH K. MACK, DISTRICT 4

JIM SHULER
COUNTY ADMINISTRATOR

PHIL SUTTON
ASSISTANT COUNTY ADMINISTRATOR

MICHELLE SMALLWOOD
COMMISSION CLERK

May 4, 2005

Mr. Bryan Elliott
Old Corn, LLC
5628 Church Street
Flowery Branch, Georgia 30542

Dear Mr. Elliott:

Please be advised that in its meeting of April 28, 2005, the Hall County Board of Commissioners voted to approve with conditions, the application of Old Corn, LLC to amend an existing R-I-C zoning on a 293± acre tract located on the south side of Old Cornelia Highway, 1,600± feet west of its intersection with Greenway Road; a.k.a. 3756 Old Cornelia Highway; Tax Parcel 15-18-45A. Proposed Use: Modify conditions of original rezoning. Commission District 3

The following conditions apply:

1. The construction of a ditch section along the existing road to the reservoir will only be approved with revised construction plans showing grading to meet county standards for that cross section.

2. The center turn lane at the entrance shall be completed along with the 100th lot of this subdivision, based on the future additional development accessed through this project and the level of traffic on Old Cornelia Highway and said turn lane improvements shall be added to the existing road bond for the project.

3. The 30 acre site that was to be deeded to the Hall County School Board / Hall County Government shall be incorporated into the overall acreage of the development.

4. Development shall be limited to a maximum of 145 lots, with each lot being a minimum of 1.25 acres in size.

5. A statement shall be placed on plans and any plat created for development that indicates future development of the adjoining property will be accessed through this subdivision.

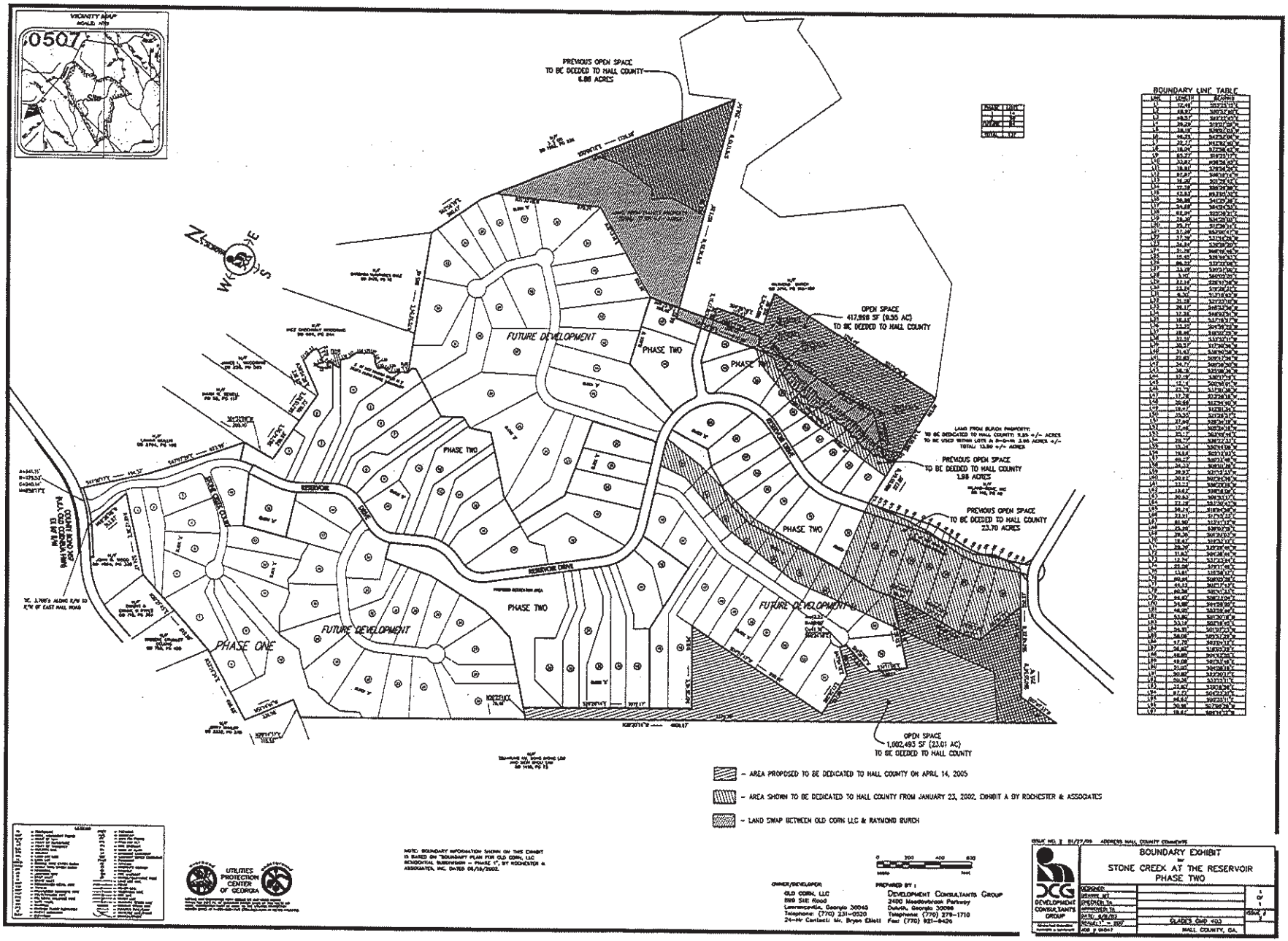
6. All other conditions of zoning not in conflict with the above shall remain in effect.

Please do not hesitate to contact me if you have any questions concerning this action taken by the commission.

Sincerely,

Michelle Smallwood
Commission Clerk

c: Planning & Zoning
Building Inspection
Tax Commissioner
Public Works & Utilities
Business License
Tax Assessor




UTILITIES PROTECTION CENTER OF GEORGIA

NOTE: BOUNDARY INFORMATION SHOWN ON THIS EXHIBIT IS BASED ON "BOUNDARY PLAN FOR OLD CORN, LLC RESIDENTIAL SUBDIVISION – PHASE 1", BY ROCHESTER & ASSOCIATES, INC. DATED 08/16/2002.

OWNER/DEVELOPER
OLD CORN, LLC
890 SHE Road
Lawrenceville, Georgia 30043
Telephone: (770) 231-0520
24-Hr Contact: Mr. Bryan Elliott

PREPARED BY:
DEVELOPMENT CONSULTANTS GROUP
2400 Meadowbrook Parkway
Duluth, Georgia 30096
Telephone: (770) 279-1710
Fax: (770) 921-8426

DCG DEVELOPMENT CONSULTANTS GROUP

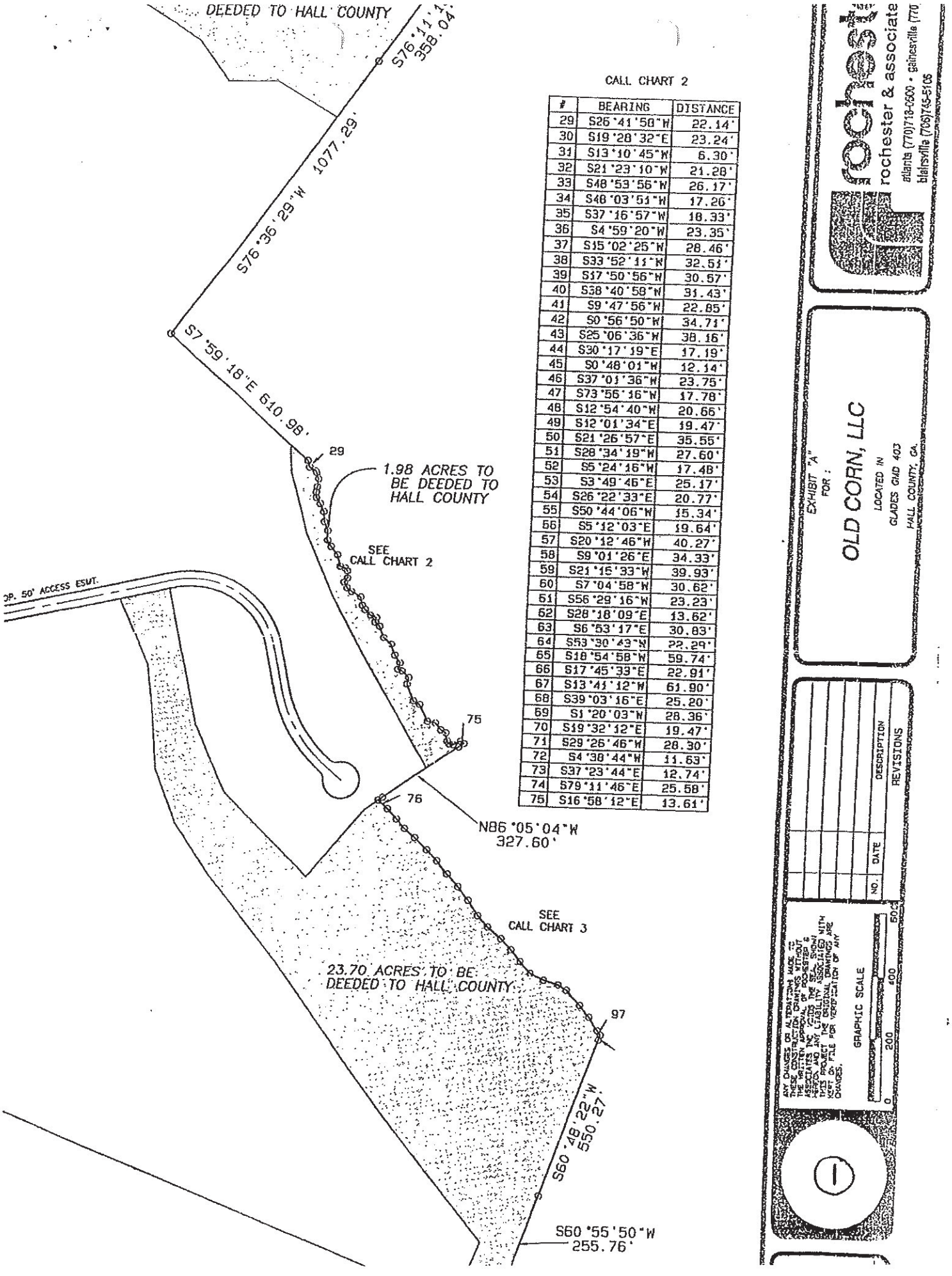
BOUNDARY EXHIBIT
for
STONE CREEK AT THE RESERVOIR
PHASE TWO

DRAWN BY:
DESIGN BY:
CHECKED BY:
APPROVED BY:
DATE: 4/8/05
SCALE: 1" = 200'
JOB # 0507

GLADES GMD 403
HALL COUNTY, GA.

SHEET 1 OF 1

Z:\Acad\Jobs\0104\Construction Plans\0104PP.dwg, BOUN EXHIBIT, 01/26/05 03:18:06 PM, 1a, 1:2.6923




CALL CHART 2

| # | BEARING | DISTANCE |
|---|---|---|
| 29 | S26°41'50"W | 22.14' |
| 30 | S19°28'32"E | 23.24' |
| 31 | S13°10'45"W | 6.30' |
| 32 | S21°23'10"W | 21.28' |
| 33 | S48°53'56"W | 26.17' |
| 34 | S48°03'51"W | 17.26' |
| 35 | S37°16'57"W | 18.33' |
| 36 | S4°59'20"W | 23.35' |
| 37 | S15°02'25"W | 28.46' |
| 38 | S33°52'11"W | 32.51' |
| 39 | S17°50'56"W | 30.57' |
| 40 | S38°40'58"W | 31.43' |
| 41 | S9°47'56"W | 22.85' |
| 42 | S0°56'50"W | 34.71' |
| 43 | S25°06'36"W | 38.16' |
| 44 | S30°17'19"E | 17.19' |
| 45 | S0°48'01"W | 12.14' |
| 46 | S37°01'36"W | 23.75' |
| 47 | S73°56'16"W | 17.78' |
| 48 | S12°54'40"W | 20.66' |
| 49 | S12°01'34"E | 19.47' |
| 50 | S21°26'57"E | 35.55' |
| 51 | S28°34'19"W | 27.60' |
| 52 | S5°24'16"W | 17.48' |
| 53 | S3°49'46"E | 25.17' |
| 54 | S26°22'33"E | 20.77' |
| 55 | S50°44'06"W | 15.34' |
| 56 | S5°12'03"E | 19.64' |
| 57 | S20°12'46"W | 40.27' |
| 58 | S9°01'26"E | 34.33' |
| 59 | S21°15'33"W | 39.93' |
| 60 | S7°04'58"W | 30.62' |
| 61 | S56°29'16"W | 23.23' |
| 62 | S28°18'09"E | 13.62' |
| 63 | S6°53'17"E | 30.83' |
| 64 | S53°30'49"W | 22.29' |
| 65 | S18°54'58"W | 59.74' |
| 66 | S17°45'33"E | 22.91' |
| 67 | S13°41'12"W | 61.90' |
| 68 | S39°03'16"E | 25.20' |
| 69 | S1°20'03"W | 28.36' |
| 70 | S19°32'12"E | 19.47' |
| 71 | S29°26'46"W | 28.30' |
| 72 | S4°38'44"W | 11.63' |
| 73 | S37°23'44"E | 12.74' |
| 74 | S79°11'46"E | 25.58' |
| 75 | S16°58'12"E | 13.61' |

rochester & associates
atlanta (770)718-2500 • gainesville (770)
blairsville (706)745-5105

EXHIBIT "A"
FOR :
OLD CORN, LLC
LOCATED IN
GLADES GMD 403
HALL COUNTY, GA.

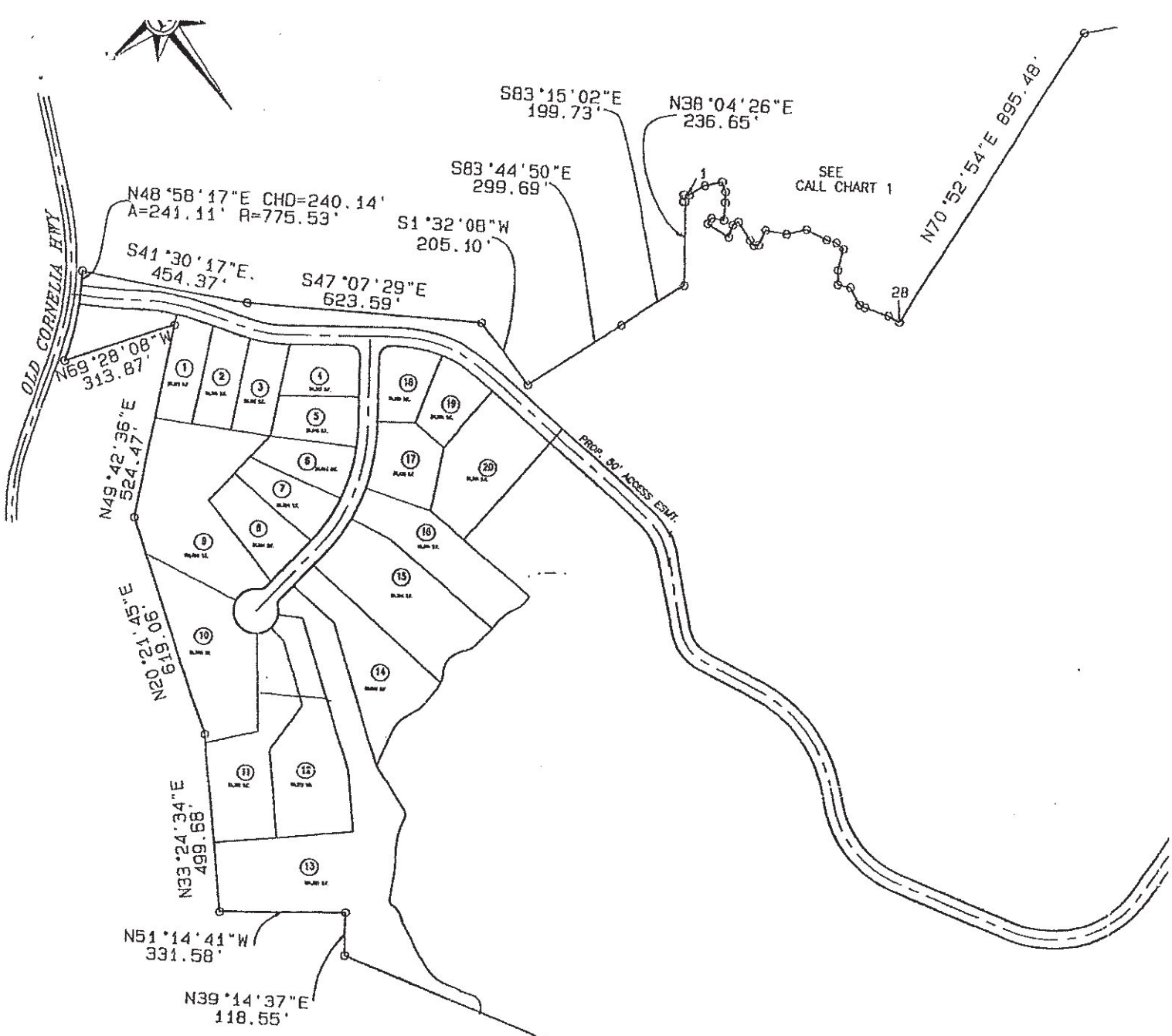
REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|

GRAPHIC SCALE
0 200 400 800

ANY CHANGES OR ALTERATION MADE TO THESE DRAWINGS WITHOUT THE WRITTEN APPROVAL OF ROCHESTER & ASSOCIATES, INC. VOIDS THE ASSOCIATION WITH HEREIN AND ANY LIABILITY THE ASSOCIATION WITH MAY INCUR. THE ORIGINAL DRAWING ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

1




CALL CHART 1

| # | BEARING | DISTANCE |
|---|---|---|
| 1 | S53°25'15"E | 12.46' |
| 2 | S80°32'40"E | 49.97' |
| 3 | S62°22'45"E | 48.57' |
| 4 | S19°07'09"W | 26.29' |
| 5 | S39°07'03"W | 28.19' |
| 6 | S42°52'06"W | 46.25' |
| 7 | N42°02'40"W | 32.77' |
| 8 | S72°58'42"W | 18.04' |
| 9 | S19°25'17"E | 65.77' |
| 10 | N56°56'45"E | 33.62' |
| 11 | S79°56'24"E | 16.91' |
| 12 | S6°19'14"W | 57.97' |
| 13 | S1°39'42"E | 16.00' |
| 14 | S55°26'59"E | 12.39' |
| 15 | N63°05'32"E | 42.63' |
| 16 | S41°25'38"E | 56.88' |
| 17 | S64°04'53"E | 54.69' |
| 18 | S25°38'21"E | 62.04' |
| 19 | S34°25'03"E | 28.00' |
| 20 | S12°36'14"E | 25.71' |
| 21 | S53°00'47"W | 57.08' |
| 22 | S37°14'26"W | 37.39' |
| 23 | S39°26'20"E | 34.94' |
| 24 | S8°49'46"W | 51.78' |
| 25 | S26°44'53"E | |

CALL CHART 3

| # | BEARING | DISTANCE |
|---|---|---|
| 76 | S8°05'28"E | 40.44' |
| 77 | S2°17'43"E | 44.13' |
| 78 | S1°41'33"E | 40.58' |
| 79 | S8°23'04"E | 44.42' |
| 80 | S4°58'05"E | 54.90' |
| 81 | S3°59'44"E | 48.05' |
| 82 | S1°30'18"W | 53.80' |
| 83 | S2°19'45"E | 53.19' |
| 84 | S1°07'23"W | 54.91' |
| 85 | S5°57'29"W | 58.06' |
| 86 | S3°04'12"E | 47.78' |
| 87 | S10°05'29"E | 56.62' |
| 88 | S4°42'55"E | 48.85' |
| 89 | S1°53'46"E | 49.08' |
| 90 | S4°08'16"E | 51.03' |
| 91 | S23°30'17"E | 50.82' |
| 92 | S33°15'11"E | 50.36' |
| 93 | S20°16'58"E | 32.80' |

# HALL COUNTY GOVERNMENT
## BOARD OF COMMISSIONERS

POST OFFICE BOX 1435
GAINESVILLE, GEORGIA 30503
(770) 535-8260
FAX (770) 531-3972

GARY GIBBS
CHAIRMAN

BRENDA R. BRANCH, DISTRICT 1
ROGER COLE, DISTRICT 2
STEPHEN BLACK, DISTRICT 3
FRANCES MEADOWS, DISTRICT 4

JIM SHULER
COUNTY ADMINISTRATOR

MICHELLE SMALLWOOD
COMMISSION CLERK

October 24, 2001

Mr. Edwin T. Elliott
899 Still Road
Lawrenceville, Georgia 30045

Dear Mr. Elliott:

Please be advised that in its meeting of October 11, 2001, the Hall County Board of Commissioners voted to approve your request to amend conditions of zoning for the previously approved rezoning from AR-IV to R-I-C on a 292.71 acre tract of land, which occurred on April 26, 2001. The original rezoning was approved with five conditions, which will still apply. I have attached a copy of the letter listing all original conditions.

The action taken by the Commission at its October 11, 2001 Meeting was the approval of ten additional conditions; they are as follows:

1. The property identified to be dedicated to the Board of Education will be relocated to the rear of the property adjacent the reservoir site and streams flowing to the reservoir. This will provide additional protection for some of the streams feeding the reservoir and be deeded to Hall County, not the School System.
2. The developers project shall have access to the property being dedicated to the county and the reservoir site.
3. The county will pay for a construction easement across the developer's undeveloped property for construction access road to the reservoir site.
   a) The county will pay fourteen hundred dollars ($1,400.00) per acre for the access easement.
   b) The easement will start at end of Phase I of the development and be fifty feet (50') wide.
   c) The developer will design the road and the county will construct (reservoir contractor) the road to county standards. The county will clear and grade the road, provide all streams crossings, install water line as designed by county, not paving the road but providing a year round surface that will not erode.

d) County will provide all soil erosion control measures required.

e) County will provide gate valves and pipe reducers as required by the developer for future phases.

4. Developer will design the waterline in the subdivision and the county will design and construct the waterline to access the subdivision and through the subdivision to the reservoir site.
5. Developer will pay $20.00 per foot for the waterline and $1.00 per foot for design, for all line installed by the county to and through his property.
6. A center turn lane must be constructed prior to site permitting for phases of the development totaling in excess of one hundred (100) lots.
7. The county will assist the developer in acquiring right-of-way as needed by the development.
8. Water meter fees are to be $1,100.00 per lot for five years.
9. Turn lane will have to be constructed during the initial phase of the project.
10. The required design and construction activities by the county will be incorporated into the Reservoir Construction Contract.

Please contact me if any additional information is necessary.

Sincerely,

Michelle Smallwood
Clerk of the Commission

c: Planning & Zoning
Business License
Tax Assessor
Building Inspection
Public Works & Utilities
Tax Commissioner

# HALL COUNTY GOVERNMENT
## BOARD OF COMMISSIONERS

POST OFFICE BOX 1435
GAINESVILLE, GEORGIA 30503
(770) 535-8260
FAX (770) 531-3972

GARY GIBBS
CHAIRMAN

BRENDA R. BRANCH, DISTRICT 1
ROGER COLE, DISTRICT 2
STEPHEN BLACK, DISTRICT 3
FRANCES MEADOWS, DISTRICT 4

JIM SHULER
COUNTY ADMINISTRATOR

MICHELLE SMALLWOOD
COMMISSION CLERK

April 30, 2001

Mr. Ed T. Elliott
899 Still Road
Lawrenceville, Georgia 30045

Dear Mr. Elliott:

Please be advised that in its meeting of April 26, 2001, the Hall County Board of Commissioners voted to approve with conditions, your application to rezone from AR-IV to R-I; and a Use Subject to County Commission approval on a 292.71± acre tract located on the south side of Old Cornelia Highway, 1,600± feet west of its intersection with Greenway Road; Tax Parcel 15-18-45A. Proposed Use: 292 lot subdivision and day care center. Commission District 3.

The following conditions apply:

1. The development shall be limited to a maximum of 275 lots.
2. The development shall be limited to stick-built homes with a minimum of 1,400 square feet of heated floor space, with an overall average of 1,600 square feet minimum of heated floor space, and all lots bordering the reservoir shall have 1,800 square feet of heated floor space.
3. All septic tanks shall have dual inspection tubes at the inlet and outlet.
4. There shall be a two year limit for the school board to utilize the currently proposed 30 acre open space site, given that any time during the two year time period the School Board chooses not to use the land, it will be deeded to the Hall County Government for passive or active recreational use only.
5. There shall also be a substitute site selected at preliminary platting to serve as an alternative to the thirty-acre site, not requiring Planning Commission review.

Pursuant to section 17,380.130(G) of the Official Code of Hall County, the approval of any application for a use subject to approval of the county commission shall be effective for a period of no longer than 12 months from the date of approval unless action is taken by the applicant to implement the use proposed in the application by obtaining the proper permit and/or license, and development plat approval, and proceeding with the building, occupancy or establishment of business.

Please remember to remove all Public Notice signs posted on the property within five (5) days following the Board of Commissioners' decision, as noted in Hall County's Zoning Regulations.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Michelle Smallwood
Clerk of the Commission

c: Robert C. Bowden
3443 McKenzie Drive
Gainesville, Georgia 30506

Elias Williams
4575 Pines Drive, NW
Atlanta, Georgia 30372

Mr. Brian Rochester
Rochester & Associates
427 Oak Street

| | |
|---|---|
| Planning & Zoning | Building Inspection |
| Business License | Public Works |
| Tax Assessor | Tax Commissioner |

Outlook

## HCPC Tentative Agenda 5.19.25

**From** Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
**Date** Thu 4/17/2025 12:37 PM
**To** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
**Cc** Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 3625 McEver Road, Elliott: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 2, 3911 P. Davidson Road, Hall County Library: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process.

Item 3, 0 Reservoir Drive, Jackson: Subject parcel is not recognized as a separate building lot as it was designated as Open Space for subdivision approval.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

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## Kaitlyn Elliott (Planning)

**From:** Nembhard, Nakia L <NNembhard@dot.ga.gov>
**Sent:** Monday, April 21, 2025 4:25 PM
**To:** Kaitlyn Elliott (Planning)
**Subject:** RE: Tentative Agenda Monday, May 19, 2025 Hall County Planning Commission Meeting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Below you will find the comments for the properties requested.

3911 P Davidson Road – Won't require coordination.

3625 McEver Road, Oakwood, GA - Will require coordination.

Reservoir Dr – Won't require coordination.

Thanks,

**Nakia Nembhard**
*Civil Engineer 3*

GDOT Georgia Department of Transportation

District 1 Traffic Operations
1475 Jesse Jewell Pkwy Suite 100
Gainesville, GA, 30501

(678) 332-8200 Cell
(770) 533-8496 Office

---

**From:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Sent:** Tuesday, April 15, 2025 3:04 PM
**To:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Subject:** Re: Tentative Agenda Monday, May 19, 2025 Hall County Planning Commission Meeting

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

The application below has been finalized and is ready for comments. Please email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org) by **Friday, April 18, 2025**.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND

UTILITIES DIRECTOR
**Bill Nash, P.E.**

# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

## M E M O R A N D U M

**To:** Beth Garmon, Director of Planning and Zoning

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** April 18, 2025

**Subject:** May 19, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 19, 2025 meeting. Upon review, we provide the following comments.

**OLD BUSINESS**

1. **3625 McEver Road | Special Use |** to amend conditions of zoning | on a 11.10± acre tract located on the east side of McEver road approximately 708 feet from its intersection with Hilldale Road | Zoned PCD (GCOD); Tax Parcel 08032 000006 | **Proposed Use: Outdoor storage and expansion of services** | ** Commission District 4 | **Thomas L. Elliott III, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

b. **Traffic:** No comment
c. **Utilities:** Oakwood sanitary sewer in area.

**NEW BUSINESS**

**3911 P Davidson Road | Variance** | to reduce the minimum yards | on a 55.23± acre tract located on the north side of P Davidson Road at its intersection with East Hall Road | Zoned AR-1; Tax Parcel 15017 000162 | **Proposed Use: Library addition | *** Commission District 3 | **Hall County Library System, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
c. **Utilities:** Hall County service area. No sewer in vicinity

3. **0 Reservoir Drive | Rezone** | from Residential 1 (R-1) to Agricultural Residential 1 (AR-1) | on a 1.20± acre tract located on the northeast side of Reservoir Drive at its intersection with Old Cornelia Highway | Zoned R-1; Tax Parcel 15018 000123 | **Proposed Use: Permitted uses in AR-1 |** ** Commission District 3 | **Denise R. Jackson, applicant**

    a. **Engineering:** No comment
    b. **Traffic:** No comment
    c. **Utilities:** Hall County service area. No sewer in vicinity

Outlook

## Fire Comment

**From** John Hornick (Fire Services) <jhornick@hallcounty.org>
**Date** Tue 4/15/2025 9:26 AM
**To** Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
**Cc** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

**Monday, May 19, 2025** Hall County Planning Commission Meeting.

**0 Reservoir Drive | Rezone** | from Residential 1 (R-1) to Agricultural Residential 1 (AR-1) | on a 1.20± acre tract located on the northeast side of Reservoir Drive at its intersection with Old Cornelia Highway | Zoned R-1; Tax Parcel 15018 000123 | **Proposed Use: Permitted uses in AR-1 | **** Commission District 3 | **Denise R. Jackson, applicant**

**The Hall County Fire Marshal's Office has no comments regarding the rezoning request**

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

Denise Jackson
3774 Old Cornelia Highway
Gainesville, GA 30507
[redacted]

April 14, 2025

Neighbor
Stone Creek at the Reservoir

Re: Proposed Rezoning of 1.13 acre tract known as Common Area at entrance of Stone Creek at the Reservoir Subdivision

Dear Neighbor:

Please allow me to introduce myself. My name is Denise Jackson and, if you are heading north on Old Cornelia Highway (taking a right turn out of the Stone Creek at the Reservoir Subdivision), I live in the first house on the right. I moved here in October of 2022.

After moving in, I realized that one of the previous owners of my 7.33 acre tract had also owned a 1.13 acre tract located between my property and the Stone Creek at the Reservoir Subdivision. On August 25, 2023, I purchased the 1.13 acre tract of land. It just made sense to me to keep the two tracts together and maintain the buffer between my property and the subdivision. My deed (and those of the previous owners) to the 1.13 acre tract contains an option to install driveways.

The purpose of this letter is to let you know that I have filed an application with the Hall County Planning and Development Department seeking to change the zoning designation of the 1.13 acre tract from R-1 to AR-1. The reason for this proposed rezoning is to make this tract match the zoning designation of my 7.33 acre tract and to be able to retain the option of installing driveways. I emphasize that I currently have no plans to file an application to install a driveway.

My plan is to always keep the trees and shrubs as a buffer between my property and Reservoir Drive and to maintain the grass on that strip of property. As you may or may not know, Tommy and Amy England (your neighbors in the subdivision) have consistently and selflessly cared for and maintained that strip of property for years to keep the entrance to your subdivision looking good. (I understand that neighbors Phillip and Marie Steckbauer maintained the property before the Englands and continue to maintain other parts of the subdivision.) I have communicated with the Englands about its future care.

I wanted to give you notice and an explanation before the sign went up about a proposed rezoning. If you have any questions, you can send me an email at [redacted] Thank you for your time.

Sincerely,

Denise Jackson

Denise Jackson

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: DENISE R. JACKSON
REQUEST: REZONE FROM R-1 TO AR-1
FOR PERMITTED USES IN AR-1
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: MAY 19 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: JUN 26, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BRIDWAS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

# PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

**The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.**

**The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.**

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

**THE ZONING SIGN MUST BE POSTED NO EARLIER THAN APR 10, 2025 AND NO LATER THAN APR 20, 2025.**

**THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN APR 20, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.**

**Failure to comply will result in a delay of the application.**

---

## AFFIDAVIT

**By my signature, I,** Denise R. Jackson (Please Print Name)**, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** April 18, 2025 (Date) **for** Denise R Jackson (Name application filed as)**.**

**Signature** Denise R. Jackson

(The original document is required)

Revised September 2021

Scanned by TapScanner

# AGENDA ITEM

**Public Hearing to amend Hall County's Zoning Map as follows:**

---

| | |
|---|---|
| **REPORT TO:** | **Work Session (06/23/25)** |
| **REPORT TO:** | **Voting Meeting (06/26/25)** |
| **ITEM NO:** | 368/2025 |
| **SUBJECT:** | **3625 McEver Road \| Amend Conditions of Zoning \|** on a 11.10± acre tract located on the east side of McEver road approximately 708 feet from its intersection with Hilldale Road \| Zoned PCD (GCOD); Tax Parcel 08032 000006 \| **Proposed Use: Outdoor storage and expansion of services** \| Commission District 4 \| **Thomas L. Elliott III, applicant** |

---

## Meetings:

**Work Session Date:** 06/23/25 **Voting Meeting Date:** 06/26/25

## Executive Summary:

**Presenter:** BG
**Recommendation:**

Approval, with conditions

1. Development is approved as generally shown on the submitted site plan dated February 10, 2025 and described in the project narrative dated March 4, 2025 and supplemental narrative dated May 2, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The buffers shall be protected in perpetuity by a deed that follows the property. The removal or modification of this condition shall require action by the Board of Commissioners (BOC).
3. A 200 foot undisturbed buffer shall be maintained along the right-of-way adjacent to Pleasant Hill Road.
4. Office hours of operation shall be from 9:00 am – 6:00 pm, Monday - Saturday and there shall be no tenant access onto the property from 12:00 am – 5:00 am, Monday - Sunday.
5. The developer shall provide supplemental plantings to provide screening along the portion of the tract abutting McEver Road. Supplemental plantings shall be subject to the approval of the Director of Planning and Zoning or their designee.
6. There shall be no ingress and egress along Pleasant Hill Road.
7. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
8. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
9. A 6-foot tall opaque fence shall be installed along the southern property line of the development abutting residentially zoned parcels. The fence shall be completed within 90 days of approval of this zoning request and before the issuance of any other business licenses for the subject property.
10. A maximum of 91 parking spaces may be used for outdoor storage for items such as vehicles, boats, recreational vehicles, and trailers. Spaces adjacent to the right-of-way of McEver Road shall not be used for the storage of vehicles of any kind. Only temporary parking for customers and employees shall be permitted in front of the existing office space.
11. All outdoor storage and parking spaces shall be paved with asphalt or concrete and no other outdoor storage is allowed other than those noted in the previous conditions.
12. There shall be no junk or inoperable vehicles in any space designated for outdoor storage.
13. Parking of a maximum of two U-Haul Vehicles in front of the existing office building shall be permitted.
14. The office operations of Cardinal Construction shall be the only business permitted other than the office operations of the storage facility.
15. 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."

**Purpose of Request:**

**3625 McEver Road | Amend Conditions of Zoning |** on a 11.10± acre tract located on the east side of McEver road approximately 708 feet from its intersection with Hilldale Road | Zoned PCD (GCOD); Tax Parcel 08032 000006 | **Proposed Use: Outdoor storage and expansion of services** | Commission District 4 | **Thomas L. Elliott III, applicant**

**History:**

**Facts and Issues:**

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **Are funds within current budget?** | No |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Submit | Approve | Attorney | Administration |
|---|---|---|---|
| KE | BG | WLI | CR |

| Clerk |
| --- |
| JR |

**Attachments:**
Board Memo
Recommendation Report
Application
Supplemental Narrative
Narrative
Site Plan
As Built Survey
Plat
Maps
Site Photos
Landscape Site Photos
Deed
2023 Site Plan
2023 Board of Commissioners Letter
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign

HALL COUNTY
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GAINESVILLE, GA 30503

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PLANNING AND ZONING
DIRECTOR
**Beth Garmon**

# Hall County Government
PLANNING AND ZONING

**To:** David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

**From:** Beth Garmon, Director of Planning & Zoning

**Date:** June 9, 2025

**Subject:** **3625 McEver Road | Special Use |** to amend conditions of zoning | on a 11.10± acre tract| Zoned PCD (GCOD); Tax Parcel 08032 000006 **| Proposed Use: Outdoor storage and expansion of services | Thomas L. Elliott III, applicant**

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The request before you is from Thomas L. Elliott III for a special use for outdoor storage and expansion of services. This item is located within Commission District 4

At their May 19, 2025 meeting, the Hall County Planning Commission voted to recommend **approval with fifteen (15) conditions (4-0, Varner absent).**

Staff recommendation: **Approval, with conditions,** as the proposed use is consistent with the previous zoning and the commercial nature of the surrounding properties.

**Public Comment:**

- May 19, 2025 HCPC: **No comments** were submitted in advance of the meeting and **no one spoke** during the public hearing.
- April 7, 2025 HCPC: **No comments** were submitted in advance of the meeting and **two (2) people spoke** during the public hearing. One in opposition and the other in favor of the application.

**Planning Commission Conditions:**

1. Development is approved as generally shown on the submitted site plan dated February 10, 2025 and described in the project narrative dated March 4, 2025 and supplemental narrative dated May 2, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The buffers shall be protected in perpetuity by a deed that follows the property. The removal or modification of this condition shall require action by the Board of Commissioners (BOC).

3. A 200 foot undisturbed buffer shall be maintained along the right-of-way adjacent to Pleasant Hill Road.
4. Office hours of operation shall be from 9:00 am – 6:00 pm, Monday - Saturday and there shall be no tenant access onto the property from 12:00 am – 5:00 am, Monday - Sunday.
5. The developer shall provide supplemental plantings to provide screening along the portion of the tract abutting McEver Road. Supplemental plantings shall be subject to the approval of the Director of Planning and Zoning or their designee.
6. There shall be no ingress and egress along Pleasant Hill Road.
7. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
8. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
9. A 6-foot tall opaque fence shall be installed along the southern property line of the development abutting residentially zoned parcels. The fence shall be completed within 90 days of approval of this zoning request and before the issuance of any other business licenses for the subject property.
10. A maximum of 91 parking spaces may be used for outdoor storage for items such as vehicles, boats, recreational vehicles, and trailers. Spaces adjacent to the right-of-way of McEver Road shall not be used for the storage of vehicles of any kind. Only temporary parking for customers and employees shall be permitted in front of the existing office space.
11. All outdoor storage and parking spaces shall be paved with asphalt or concrete and no other outdoor storage is allowed other than those noted in the previous conditions.
12. There shall be no junk or inoperable vehicles in any space designated for outdoor storage.
13. Parking of a maximum of two U-Haul Vehicles in front of the existing office building shall be permitted.
14. The office operations of Cardinal Construction shall be the only business permitted other than the office operations of the storage facility.
15. 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."

**HALL COUNTY PLANNING COMMISSION**
**RECOMMENDATION REPORT**

**Applicant** ..... Thomas L. Elliott III

**Request** ..... **Special Use** |Amend conditions of zoning

**Proposed Use** ..... Outdoor storage and expansion of services

**Size** ..... 11.10± acres

**Zoning** ..... Planned Commercial Development (PCD)

**Location** ..... **3625 McEver Road** | Tax Parcels 08032 000006

**Commission District** ..... Four

**Planning Commission Date** ..... May 19, 2025
April 7, 2025

**Staff Recommendation** ..... **Approval, with conditions,** as the proposed use is consistent with the previous zoning and the commercial nature of the surrounding properties.

**Record Number**.....HZCU25-0010

**Planning Commission Recommendation**..... **Approval, with conditions**

**Vote: 4-0 (Varner Absent)**

***Planning Commission Conditions***

1. Development is approved as generally shown on the submitted site plan dated February 10, 2025 and described in the project narrative dated March 4, 2025 and supplemental narrative dated May 2, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The buffers shall be protected in perpetuity by a deed that follows the property. The removal or modification of this condition shall require action by the Board of Commissioners (BOC).
3. A 200 foot undisturbed buffer shall be maintained along the right-of-way adjacent to Pleasant Hill Road.
4. Office hours of operation shall be from 9:00 am – 6:00 pm, Monday - Saturday and there shall be no tenant access onto the property from 12:00 am – 5:00 am, Monday - Sunday.

5. The developer shall provide supplemental plantings to provide screening along the portion of the tract abutting McEver Road. Supplemental plantings shall be subject to the approval of the Director of Planning and Zoning or their designee.
6. There shall be no ingress and egress along Pleasant Hill Road.
7. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
8. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
9. A 6-foot tall opaque fence shall be installed along the southern property line of the development abutting residentially zoned parcels. The fence shall be completed within 90 days of approval of this zoning request and before the issuance of any other business licenses for the subject property.
10. A maximum of 91 parking spaces may be used for outdoor storage for items such as vehicles, boats, recreational vehicles, and trailers. Spaces adjacent to the right-of-way of McEver Road shall not be used for the storage of vehicles of any kind. Only temporary parking for customers and employees shall be permitted in front of the existing office space.
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    "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."

**Excerpts from the minutes of the May 19, 2025 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request. Ms. Greenway stated that on May 6, 2025 the applicant provided a supplemental narrative outlining a

timeline of approved site plans, approved versus installed landscaping, as well as landscape and drone photography of the property.

**Tyler Smith, 340 Jesse Jewel Parkway, Suite 300, Gainesville,** presented the request. The applicant is requesting to amend the conditions of zoning on an 11.10± acre tract zoned Planned Commercial Development (PCD) and within the Gateway Corridor Overlay District (GCOD) to allow for outdoor storage and the expansion of services at a self-storage facility. The site is currently under development with three self-storage buildings and an office space (HDEV23-0012, HCNEW23-0196, HCNEW23-0336, HCNEW23-0337, and HCNEW23-0340). The subject property was rezoned on January 26, 2023, from Agricultural Residential III (AR-III) to Planned Commercial Development (PCD) for a self-storage facility (HZON23-0044). The rezoning approval was subject to eight conditions.

***Public Forum:***

*There were no comments in support or opposition.*

***Planning Commission Comments:***

Mr. Hunt asked the applicant which version of the site plan was approved by the Board of Commissioners. The applicant stated it is the site plan dated October 20, 2022. Mr. Braswell stated the original confusion was due to multiple site plans and that Mr. Smith provided the needed clarity.

***Motion:* A motion to approve, with conditions was made by Frank Sosebee and seconded by Stan Hunt. Vote: 4-0 (Varner absent)**

Conditions:

1. Development is approved as generally shown on the submitted site plan dated February 10, 2025 and described in the project narrative dated March 4, 2025 and supplemental narrative dated May 2, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The buffers shall be protected in perpetuity by a deed that follows the property. The removal or modification of this condition shall require action by the Board of Commissioners (BOC).
3. A 200 foot undisturbed buffer shall be maintained along the right-of-way adjacent to Pleasant Hill Road.
4. Office hours of operation shall be from 9:00 am – 6:00 pm, Monday - Saturday and there shall be no tenant access onto the property from 12:00 am – 5:00 am, Monday - Sunday.
5. The developer shall provide supplemental plantings to provide screening along the portion of the tract abutting McEver Road. Supplemental plantings shall be subject to the approval of the Director of Planning and Zoning or their designee.
6. There shall be no ingress and egress along Pleasant Hill Road.
7. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Official Code of Hall

County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

8. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
9. A 6-foot tall opaque fence shall be installed along the southern property line of the development abutting residentially zoned parcels. The fence shall be completed within 90 days of approval of this zoning request and before the issuance of any other business licenses for the subject property.
10. A maximum of 91 parking spaces may be used for outdoor storage for items such as vehicles, boats, recreational vehicles, and trailers. Spaces adjacent to the right-of-way of McEver Road shall not be used for the storage of vehicles of any kind. Only temporary parking for customers and employees shall be permitted in front of the existing office space.
11. All outdoor storage and parking spaces shall be paved with asphalt or concrete and no other outdoor storage is allowed other than those noted in the previous conditions.
12. There shall be no junk or inoperable vehicles in any space designated for outdoor storage.
13. Parking of a maximum of two U-Haul Vehicles in front of the existing office building shall be permitted.
14. The office operations of Cardinal Construction shall be the only business permitted other than the office operations of the storage facility.
15. 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."

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**Memo to the Planning Commission**

Dear Planning Commission,

At the April 7, 2025 Planning Commission meeting, this request to amend conditions of zoning was tabled to the May 19, 2025 meeting to allow the applicant to provide further clarity on the changes which have occurred since the previous Board of Commissioners’ approval on January 26, 2023. The applicant was also asked to provide photographs of existing landscaping.

The following items were provided to staff on May 6, 2025:

1. Supplemental Narrative outlining the request, Planning and Development approval timelines, and approved versus installed landscaping.

2. Supplemental Landscape Photographs
3. Drone imagery photos of the entire parcel.

The following charts were provided in the supplemental narrative dated May 2, 2025 and outline Planning and Development approval timelines and the landscaping plan as compared to the installed plant material:

**Planning and Development Approval Timeline**

The following recaps the timeline of the planning and development process:

| Date | Description |
|---|---|
| 10/20/2022 | Conceptual Site Plan prepared for Zoning Application, no outdoor storage |
| 12/19/2022 | Hall Co Planning Commission Approval of Rezoning to PCD |
| 1/26/2023 | Hall Co BOC Approval of Rezoning to PCD |
| 2/14/2023 | Initial Civil Plan (v3) submitted, no outdoor storage reflected |
| 6/5/2023 | Revised Civil Plans (v7) submitted, included 91 outdoor parking spaces (paved & gravel) and landscaping plan |
| 7/24/2023 | Revised Civil Plans (v9) submitted, included 91 outdoor parking spaces (paved & gravel), including landscaping plan |
| 8/25/2023 | Approval Permit fpr Site Development issued, including 91 outdoor parking spaces (paved & gravel) and landscaping plan |
| 3/31/2025 | As Built Plan submitted, includes 103 paved outdoor parking spaces |
| | |

A recap of the Landscape Screening Plan and Actual is as follows:

| Description | Plan | Actual |
|---|---|---|
| Red Maple Trees (front) | 12 | 14 |
| Water Oak Trees (front) | 3 | 4 |
| Leyland Cyprus/Arbor Vitae (right side buffer) | 9 | 9 |
| Box Woods along Fence/Front Perimeter | 0 | 149 |

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**Excerpts from the minutes of the April 7, 2025 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request.

**Thomas Elliott III, 1880 Sugarloaf Club Drive, Duluth,** presented the request. The applicant is requesting to amend the conditions of zoning on an 11.10± acre tract zoned Planned Commercial Development (PCD) and within the Gateway Corridor Overlay District (GCOD), to allow for outdoor storage and the expansion of services at a self-storage facility. The site is currently under development with three self-storage buildings and an office space (HDEV23-0012, HCNEW23-0196, HCNEW23-0336, HCNEW23-0337, and HCNEW23-0340). The subject property was rezoned on January 26, 2023, from Agricultural Residential III

(AR-III) to Planned Commercial Development (PCD) for a self-storage facility (HZON23-0044). This rezoning approval was subject to eight conditions.

**Charlie Hipple, 3625 McEver Road, Oakwood,** presented the request.

***Public Forum:***

**William Oberholtzer, 3709 Whiting Road, Gainesville,** spoke in favor. As the adjacent property owner, he is comfortable with both indoor and outdoor storage being allowed at the facility. Mr. Oberholtzer did question how many parking spaces are allowed and how the stormwater runoff is being managed.

**Mary Anna Jackson, 3637 Pleasant Hill Road, Gainesville,** spoke in opposition. Ms. Jackson sought clarification as to whether the 200 foot buffer at the rear of the property would be changed and if an entrance for the property would be constructed off Pleasant Hill Road. Mr. Braswell answered that the buffer would remain and there would be no access allowed from Pleasant Hill Road.

***Planning Commission Comments:***

Mr. Braswell expressed concern that the site plan approved by the Board of Commissioners in 2023, the current site plan, and the land disturbance permit site plan are different. Mr. Hunt questioned why the conceptual site plan was used for the application instead of the as-built survey. The applicant confirmed that the buffer and ingress/egress would not be changed. Mr. Sosebee suggested tabling the application to allow the applicants to provide further clarity regarding the three different sites plans in Hall County files and to provide additional details for the outdoor storage request. Mr. Braswell asked Ms. Garmon if the applicant can obtain a certificate of occupancy at this time. Ms. Garmon explained that is dependent on the Planning Commission's decision, but a temporary occupancy has been issued. Mr. Hunt asked the applicant to demonstrate compliance with the previous Board of Commissioners' decision and to provide a clearer site plan.

***Motion: A motion to table to Monday, May 19, 2025 was made by Frank Sosebee and seconded by Stan Hunt. Vote: 5-0***

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**Staff recommends APPROVAL of the applicant's request, with the following conditions:**

1. Development is approved as generally shown on the submitted site plan dated February 10, 2025 and described in the project narrative dated March 4, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The buffers shall be protected in perpetuity by a deed that follows the property. The removal or modification of this condition shall require action by the Board of Commissioners (BOC).
3. A 200 foot undisturbed buffer shall be maintained along the right-of-way adjacent to Pleasant Hill Road.
4. Office hours of operation shall be from 9:00 am – 6:00 pm, Monday - Saturday and there shall be no tenant access onto the property from 12:00 am – 5:00 am, Monday - Sunday.

5. The developer shall provide supplemental plantings to provide screening along the portion of the tract abutting McEver Road that is proposed for outdoor storage of vehicles, boats, and RVs, excluding U-Haul parking. Supplemental plantings shall be subject to the approval of the Director of Planning and Zoning or their designee. There shall be no ingress and egress along Pleasant Hill Road.

6. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

7. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

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**Summary Analysis**

The applicant is requesting to amend the conditions of zoning on an 11.10± acre tract zoned Planned Commercial Development (PCD) and within the Gateway Corridor Overlay District (GCOD), to allow for outdoor storage and the expansion of services at a self-storage facility. The site is currently under development with three self-storage buildings and an office space (HDEV23-0012, HCNEW23-0196, HCNEW23-0336, HCNEW23-0337, and HCNEW23-0340).

The subject property was rezoned on January 26, 2023, from Agricultural Residential III (AR-III) to Planned Commercial Development (PCD) for self-storage facility (HZON23-0044). The rezoning approval was subject to the following eight conditions:

1. The development shall occur as depicted on the site plan presented. Minor changes can be approved by the Planning Director provided there is no increase in the square footage of storage area or number of buildings, there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance in Hall County development standards unless approved.
2. The applicant shall be required to meet all applicable local, state, and/or federal regulations required as part of the land development process, including all GCOD standards (17.420.050). No variances from the Hall County standards are granted as part of this request, unless specifically approved and added as conditions to follow.
3. The applicant shall receive approval from the Georgia Department of Transportation (GDOT) for a commercial driveway.
4. A Landscape Plan shall be approved by the Planning Director prior to issuance of the Land Disturbance Permit (LOP).
5. Applicant shall submit architectural elevations of all four (4) sides of all structures for approval by the Planning Director with the following variances:
    a. The north, west, and south walls of office building shall meet Gateway Corridor Standards.

   b. The north and west portions of the three (3) two-story buildings shall meet Gateway Corridor Standards, the east and south of the three (3) two-story buildings shall have metal sidings with the color to be approved by the Planning Director.
   c. There shall be standing seam metal roof panels with the color to be approved by the Planning Director.
6. Signage shall require a separate permit and must meet the Gateway Corridors Overlay District (GCOD) standards found in Section 17.420.060; No variances from the Hall County standards are granted as part of this request, unless specifically approved and added as conditions.
7. The buffers shall be protected in perpetuity by a deed that follows the property. The removal or modification of this condition shall require action by the Board of Commissioners (BOC).
8. All conditions of zoning shall be made part of any plats or construction plans created for the property.
9. A 200 foot undisturbed buffer shall be parallel to Pleasant Hill Road.
10. Office hours of operation shall be from 9 am - 6 pm, Monday - Saturday and there shall be no tenant access onto the property from 12 am - 5 am, Monday - Sunday.
11. All fencing requirements by Gateway Corridor shall be met.
12. There shall be no ingress and egress along Pleasant Hill Road.
13. Applicant shall work with Planning Director, if feasible, to install a 4 foot high berm, the length of the proposed buildings with evergreen tree vegetation along the side of property.

The surrounding properties are zoned and developed as outlined below:

North: Planned Office Development (POD) – Family Promise of Hall County Institution – Approved for an institutional campus on October 10, 2019 (ZON2019-00081) & Agricultural Residential 1 (AR-1) – Developed with a church
East: Agricultural Residential 1 (AR-1) – Developed with a single-family residence & Residential 1 (R-1) – Developed with a single-family residence
South: Agricultural Residential 1 (AR-1) – Developed with single-family residences.
West: City of Oakwood – Community Commercial (C-2)
Agricultural Residential 1 (AR-1) – Developed with single-family residences.

Per the narrative, the applicant is requesting to amend the approved site plan to include U-Haul truck and trailer rental services, as well as the outdoor storage of vehicles, boats, and recreational vehicles (RV's). The applicant is also requesting to include office operations for Cardinal Construction Inc. (CCI) as an additional business activities at this site.

Per the submitted site plan and narrative, the applicant has proposed two spaces at the entrance of the development to be used for U-Haul rental parking, which would facilitate the pickup or drop off of rentals outside of normal office hours. Any additional U-Haul inventory would be located in the secured parking area within the facility, accessible only during normal office hours.

Additionally, the applicant seeks to amend the conditions to allow outdoor storage for vehicles, boats, and RV parking. The applicant states that the property has 103 secured outdoor parking spaces along its perimeter that are proposed for U-Haul inventory and vehicle storage. These spaces would only be accessible between the previously approved business hours of 5:00 am and 12:00 pm.

Per the applicants' narrative, they are also requesting to amend the conditions to allow Cardinal Construction Inc. (CCI) to utilize the existing office as a base of operations for business management functions. Per the narrative, the same individual performs general office management operations for both CCI and Hometown Storage. The applicant further states no CCI customers will be visiting the site and CCI's presence at Hometown Storage will not be advertised, be publicly visible, or used to conduct any other business at this location.

## Zoning Analysis

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed amendments to the site plan and conditions are suitable in view of the use and development of adjacent and nearby properties as well as the previous approval for the Planned Commercial Development on January 26, 2023.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed rezoning does not adversely affect the existing use or usability of adjacent properties.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed amendment of conditions is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The zoning designation has been established by previous board action with the original approval of the development. The requested modification does not significantly impact the designated future land use of the area.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g) The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property values including construction types, proposed uses, and maintenance. Often it is**

**difficult to determine the effect of a development on adjacent properties until the development is completed.**

h) The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

i) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently under development as a storage facility with three self-storage buildings and an office (HDEV23-0012).**

j) Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **There are no known changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **As the property is already zoned Planned Commercial Development (PCD), this would not create an isolated district unrelated to the surrounding districts. Additionally, per the Official Code of Hall County, Planned Development Districts are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment.**

l) Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The property is currently zoned Planned Commercial Development (PCD) and the proposed amendments are not out of scale with the needs of the County as a whole or the immediate neighborhood.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other sites within the county that would allow this use without board action, however, the proposal to amend the conditions requires approval by the Board of Commissioners.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request to amend conditions could not be handled alternatively as a variance.**

p) Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.**

q) Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

**11.2.6.E - Submission requirements**

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the Planning Commission and County Commission may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

    **c.** For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

    d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

**Development Support and Constraints**

**Hall County Environmental Health**
In an email dated March 4, 2025, Emily McGahee stated, "Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil

plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan."

**Hall County Fire Marshal**
In an email dated February 27, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "The Hall County Fire Marshal's Office has no comments as proposed."

**Hall County Public Works and Utilities**
In a memo dated March 6, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

> **Engineering:**
> This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
>
> **Traffic:**
> No comment
>
> **Utilities**:
> No comment

**Georgia Department of Transportation**
In an email dated March 3, 2025, Henry Stevens, GDOT Civil Engineer 2, stated that GDOT coordination is required.

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
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# SPECIAL / CONDITIONAL USE APPLICATION

**Applicant** (Name & Mailing Address)

Thomas L. Elliott III
Po Box 190, 4915 Atlanta Hwy
Flowery Branch, GA 30542

Phone [redacted]

Email Address tom@hometownstoragega.com

**Property Owner** (Name & Mailing Address)

3625 McEver Road LLC
Po Box 190, 4915 Atlanta Hwy
Flowery Branch, GA 30542

Phone [redacted]

Email Address manager@hometownstoragega.com

Proposed Use UHaul [redacted] Rental & Outdoor Vehicle Storage

**Contact Person** (Name & Mailing Address)

Thomas L. Elliott III
Po Box 190, 4915 Atlanta Hwy
Flowery Branch, GA 30542

Phone [redacted]

Email Address tom@hometownstoragega.com

Tax Parcel Number 08032 000006

Location Address 3625 McEver Road, Oakwood, GA 30566

**Status of Applicant**

- [x] Owner
- [ ] Option to Purchase
- [ ] Area Resident
- [ ] Other

Zoning: PCD

**Requested Action**

Type of Request: ☐ SU ☐ CUP

Fee:$ _____

Receipt #: _____

Check #: _____

Acreage 11 acres

**I hereby certify that the above information and all attached information are true and correct.**

Sign Thomas L Elliott III Date: 2/6/25

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

---

**Application Withdrawal:** I hereby **withdraw** the application.

Sign _____ Date: _____

---

**Staff Use Only**

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT
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## AUTHORIZATION OF PROPERTY OWNERS

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) 3625 McEver Road LLC

Address PO Box 190, 4915 Atlanta Hwy
Flowery Branch, GA 30542

Phone Number [redacted]

Name of applicant(s) Thomas L. Elliott III

Address 1880 Sugarloaf Club Dr
Duluth, GA 30097

Phone Number [redacted]

---

**I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.**

**I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.**

Signature of Owner(s)

Personally appeared before me

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

RON FOSTER
My Commission Expires
NOTARY PUBLIC
January 9, 2027
HALL COUNTY, GEORGIA

01/05/2025
Date

# STATE OF GEORGIA

## Secretary of State

**Corporations Division**
**313 West Tower**
**2 Martin Luther King, Jr. Dr.**
**Atlanta, Georgia 30334-1530**

**Annual Registration**

*Electronically Filed*
Secretary of State
Filing Date: 01/07/2025 11:02:42

| BUSINESS INFORMATION | |
|---|---|
| **BUSINESS NAME** | : 3625 McEver Road, LLC |
| **CONTROL NUMBER** | : 17063742 |
| **BUSINESS TYPE** | : Domestic Limited Liability Company |
| **ANNUAL REGISTRATION PERIOD** | : 2025 |

| BUSINESS INFORMATION CURRENTLY ON FILE | |
|---|---|
| **PRINCIPAL OFFICE ADDRESS** | : 5153 Belle Wood Ct., Suite E, Buford, GA, 30518, USA |
| **REGISTERED AGENT NAME** | : Charles Hipple, Jr |
| **REGISTERED OFFICE ADDRESS** | : 5153 Belle Wood Ct., Suite E, Buford, GA, 30518, USA |
| **REGISTERED OFFICE COUNTY** | : Hall |

| UPDATES TO ABOVE BUSINESS INFORMATION | |
|---|---|
| **PRINCIPAL OFFICE ADDRESS** | : 4915 ATLANTA HWY, P O BOX 190, Flowery Branch, GA, 30542, USA |
| **REGISTERED AGENT NAME** | : Tom Elliott |
| **REGISTERED OFFICE ADDRESS** | : 4915 ATLANTA HWY, P O BOX 190, FLOWERY BRANCH, GA, 30542, USA |
| **REGISTERED OFFICE COUNTY** | : Hall |

| AUTHORIZER INFORMATION | |
|---|---|
| **AUTHORIZER SIGNATURE** | : RONALD CUTHBERT FOSTER |
| **AUTHORIZER TITLE** | : Organizer |

## OPERATING AGREEMENT OF 3625 McEVER ROAD, LLC

### AMENDMENT # 1

The Operating Agreement (the "Agreement") of 3625 McEver Road, LLC (the "Company") was effective June 17, 2017 and was made by Charles W. Hipple, Charles W. Hipple, Jr. and Oliver H. LeBlanc as the Initial Members. The definitions of certain capitalized terms used herein are located in Section 16 of the Agreement.

This Amendment #1 to the Agreement is effective as of January 1, 2023 and is made by Charles W. Hipple, Charles W. Hipple, Jr., Oliver H. LeBlanc, Thomas L. Elliott III (the "Members").

### AMENDMENT #1

1. The Initial Members agree to admit Thomas L. Elliott III as a Member of the Company effective January 1, 2023. Mr. Elliott agrees to contribute $650,000 in cash to the Company and serve as the guarantor of the Company's development and construction financing for its self storage facility located at 3625 McEver Road, Oakwood, GA for a 50% Membership Interest in the Company.

   The Initial Members' Membership Interests, including Charles W. Hipple, Jr.'s profits interest, will be proportionally reduced by Mr. Elliott's 50% Membership Interest. After Mr. Elliott's admission as a Member, the Membership Interests set forth in Exhibit A of the Agreement are amended as follows:

| | |
|---|---|
| Charles W. Hipple | 15 1/3 % |
| Charles W. Hipple, Jr. | 19 1/3 % |
| Oliver H. LeBlanc | 15 1/3 % |
| Thomas L. Elliott III | 50 % |

2. Section 2 of the Agreement is amended to change the Company's principal office and place of business and the registered office to 5153 Belle Wood Ct., Suite E, Buford, GA 30518.

3. Section 3 of the Agreement is amended as follows:

   "The purpose of the Company is to engage in the acquisition, development, operation, management, leasing, sale and any other lawful activity with respect to real estate located at 3625 McEver Road, 3634 & 3640 Pleasant Hill Road for the purpose of a self storage facility and to engage in any other business permitted to limited liability companies under Georgia law; to exercise all powers necessary to or reasonably connected with the Company's businesses which may be legally exercised by limited

liability companies under the Act; and to engage in all activities necessary, customary, convenient, or incident to such purpose."

4. Section 5.7(viii) of the Agreement is amended as follows:

   "Require additional Capital Contributions or cause the Company to acquire or commit to acquire additional assets having a purchase price which exceeds $25,000 or enter into or commit to enter into contracts having a cost exceeding $25,000;"

5. Section 5.10 of the Agreement is amended to require a 90 day notice period before the resignation of a Manager takes effect.

6. Section 7.2 of the Agreement is amended to delete the last two sentences of this section regarding Charles W. Hipple Jr.'s profits interest. The deleted sentences are:

   "The manner of dilution of the Membership Interest of a defaulting Member will respect the profits interest of eight percent **(8%)** of Charles W. Hipple, Jr., so that it is neither reduced nor increased in connection with the dilution. However, the Membership Interest of Charles W. Hipple, Jr. may be increased proportionately if he makes an additional Capital Contribution for a defaulting Member."

   This deletion also applies to the definition of Membership Interest in Section 16 of the Agreement. Charles W. Hipple, Jr.'s amended Membership Interest set forth in #1 above is on the same terms as the other Members' Membership Interest and no longer contains special terms of a "profits interest".

*(Signatures on following page)*

IN WITNESS WHEREOF, the Initial Members, Members, and Manager hereby execute this Amendment #1 to the Agreement effective January 1, 2023.

**MEMBERS:**

Charles W. Hipple

Charles W. Hipple, Jr.

Oliver H. LeBlanc

Thomas L. Elliott III

PLANNING AND DEVELOPMENT DEPARTMENT 2875
BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING
ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I
f: 770-531-3902

HALL COUNTY
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## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

---

I hereby certify that I have read the above and that:

I have**_____ I have not 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:** Thomas L Elliott Jr **Date:** 2/10/25

**Applicant's/Owner's Name (Printed):** [redacted] 3625 McEver Road LLC

PLANNING AND DEVELOPMENT DEPARTMENT
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---

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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:** Thomas L Elliott III **Date:** 2/5/25

**Applicant's/Owner's Name (Printed):** Thomas L. Elliott III

**Hometown Storage**

**3625 McEver Road LLC**

**Record # HZCU25-0010**

**Supplemental Application Narrative**

**May 2, 2025**

On April 7, 2025, the Applicant appeared before the Hall County Planning Commission related to a Conditional Zoning Request to amend the conditions of the original zoning to a Planned Commercial Development on January 26, 2023. The changes being requested were:

1. Allow UHaul truck and trailer rental services,
2. Allow the outdoor storage of vehicles, boats, and recreational vehicles, and
3. Allow the office operations of Cardinal Construction Inc. to operate at this site.

The Planning Commission tabled consideration of this application at the April 7, 2025 pending receipt of additional information primarily pertaining to the time line of the planning, development, and approval process as it relates to outdoor storage, and the screening landscaping in place at the facility.

**Planning and Development Approval Timeline**

The following recaps the timeline of the planning and development process:

| Date | Description |
|---|---|
| 10/20/2022 | Conceptual Site Plan prepared for Zoning Application, no outdoor storage |
| 12/19/2022 | Hall Co Planning Commission Approval of Rezoning to PCD |
| 1/26/2023 | Hall Co BOC Approval of Rezoning to PCD |
| 2/14/2023 | Initial Civil Plan (v3) submitted, no outdoor storage reflected |
| 6/5/2023 | Revised Civil Plans (v7) submitted, included 91 outdoor parking spaces (paved & gravel) and landscaping plan |
| 7/24/2023 | Revised Civil Plans (v9) submitted, included 91 outdoor parking spaces (paved & gravel), including landscaping plan |
| 8/25/2023 | Approval Permit fpr Site Development issued, including 91 outdoor parking spaces (paved & gravel) and landscaping plan |
| 3/31/2025 | As Built Plan submitted, includes 103 paved outdoor parking spaces |
| | |

Outdoor Storage was not included in the Conceptual Plan or the first Civil Plan v3 submitted on Feb 14, 2023. Outdoor Storage was included on Civil Plan v7 submitted on June 5, 2023. No comments regarding Outdoor Storage were received as part of the review of Civil Plan v7 nor as part of Civil Plan v9 submitted on July 24, 2023.

Civil Plan v9 was the last version of the site plan submitted for review and approval. It included the Hall County BOC Rezoning Approval and Conditions, the original Conceptual Plan, the detailed Civil Plan v9, and it was approved for site development on August 25, 2023.

**Changes to Civil Plan v9 – Paved Parking**

The only change to the physical infrastructure between Civil Plan v9 and the As Built survey was to pave the outdoor parking/storage spaces vs. gravel. The cost of paving was not significantly greater than gravel, and paving is a much superior solution from a quality, esthetics, and appearance standpoint. The Hydrology and Stormwater plans were modified to accommodate the paved surfaces vs. gravel.

**Landscape Plan – Outdoor Storage Screening**

Both Civil Plans v7 and v9 that reflect outdoor storage include a Landscaping Plan for the facility that is compliant with the Gateway Corridor Standards and providing necessary buffering for the outdoor storage.

To provide buffering, the Landscape Plan included Red Maple (12) and Water Oak (3) trees for the front of the facility, and Leyland Cyprus (9) for the right side of the facility. Actually, 14 Red Maples and 4 Water Oaks were planted to provide appropriate screening.

In addition to the plan, 149 Boxwood hedge plants were planted along the front of the property to provide additional screening.

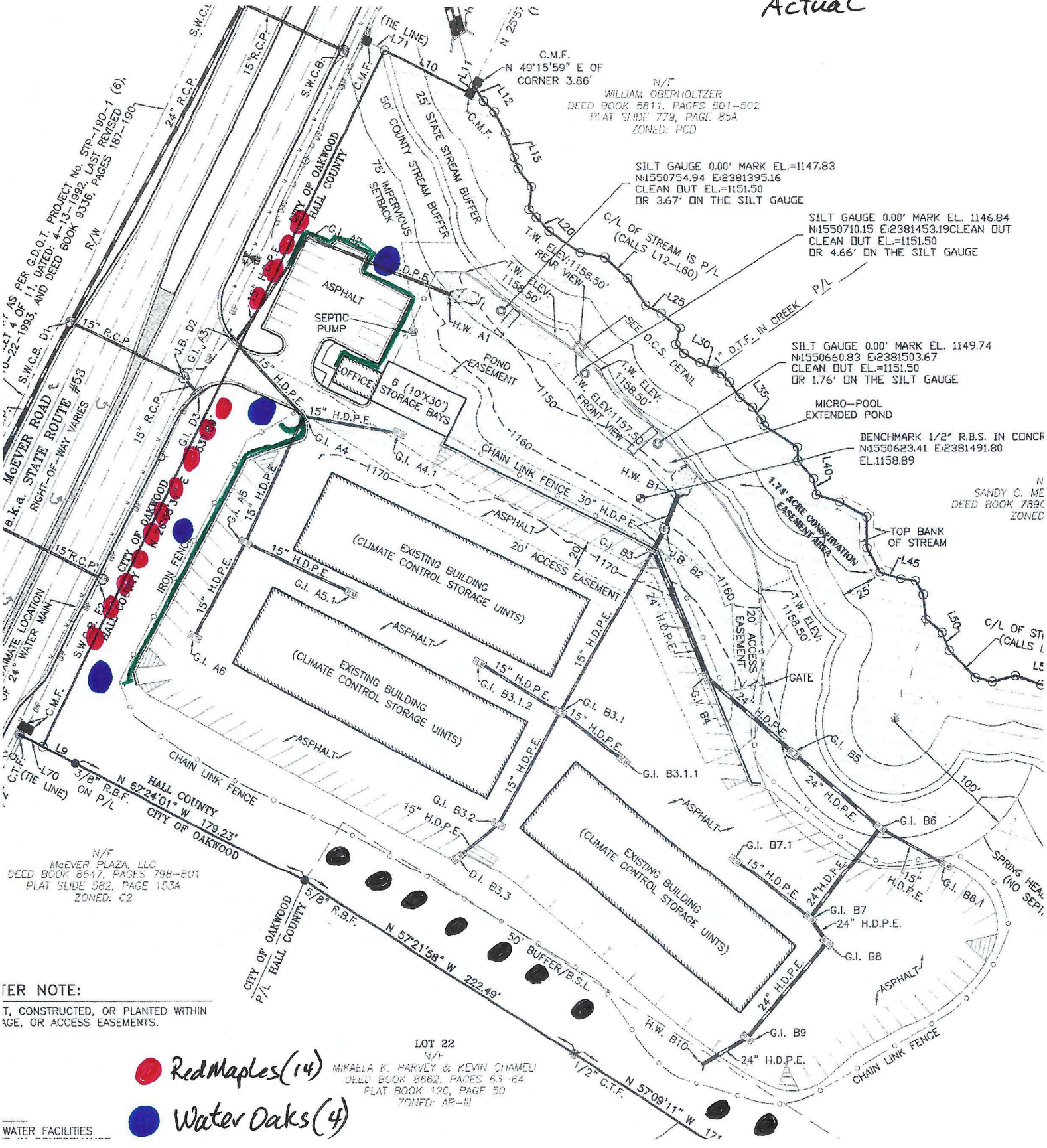
A recap of the Landscape Screening Plan and Actual is as follows:

| **Description** | **Plan** | **Actual** |
|---|---|---|
| Red Maple Trees (front) | 12 | 14 |
| Water Oak Trees (front) | 3 | 4 |
| Leyland Cyprus/Arbor Vitae (right side buffer) | 9 | 9 |
| Box Woods along Fence/Front Perimeter | 0 | 149 |

Boxwoods along the front fence were installed to provide additional hedge screening along McEver Road.

The marked-up Landscape Plan of the screening trees and plants actually installed is separately provided.

# Landscape Screening Plants Actual




TER NOTE:

T, CONSTRUCTED, OR PLANTED WITHIN
AGE, OR ACCESS EASEMENTS.

WATER FACILITIES

- Red Maples (14)
- Water Oaks (4)
- Arbor Vitae (9)
- Boxwoods (149)

**Hometown Storage**

**3625 McEver Road**

**Application Narrative**

**March 4, 2025**

Hometown Storage is a self storage facility located at 3625 McEver Road in Oakwood. Hometown Storage was granted a PCD on December 19, 2022 to build and operate a self storage facility with both climate and non-climate controlled units.

We are requesting approval to add Outdoor Storage to the facility as well as a small office space within our existing office building to house Cardinal Construction Inc.'s management function. Adding Outdoor Storage and Cardinal Construction's management function requires no change to the structures (square footage, number, design or materials) and buffers approved and currently in place.

Cardinal Construction Inc. ("CCI") is a related and integral party of the Hometown Storage business. CCI's President (Charles W. Hipple, Jr.) is a 34.6% owner in 3625 McEver Road LLC, the legal entity that owns and operates Hometown Storage. CCI operates and manages its construction business out of the Hometown Storage facility (primarily accounting services). The same person that performs these functions for CCI also maintains the accounting records and provides other management services for Hometown Storage. Customers of CCI do not and will not come to the Hometown Storage facility to conduct any business. CCI's presence at Hometown Storage will not be publicly visible or advertised.

Our Outdoor Storage will include UHaul rental trucks and trailers as well as car, boat, and RV ("Vehicle") storage. Offering UHaul truck rental and Vehicle storage a very common feature of a self storage facility. UHaul Rentals is a necessary business function for Hometown Storage since it is expected by many of our current and potential self storage customers in order to transport their goods to and from their self storage unit.

Refer to Attachment A for our final recorded plat and Attachment B for a magnified version that shows where the UHaul trucks and Vehicle storage will be located on our facility.

We have an open (unsecured) parking lot in the front of the facility where we would locate 2 UHaul trucks for rental. It is important to offer 2 trucks for rental in the unsecured lot so customers can pickup and drop off trucks outside of normal office hours when the security gate is closed. UHaul manages the virtual rental, pick up, and drop off function. A key lock box will be located at this lot so customers can pick up or drop off the truck keys with no human interaction.

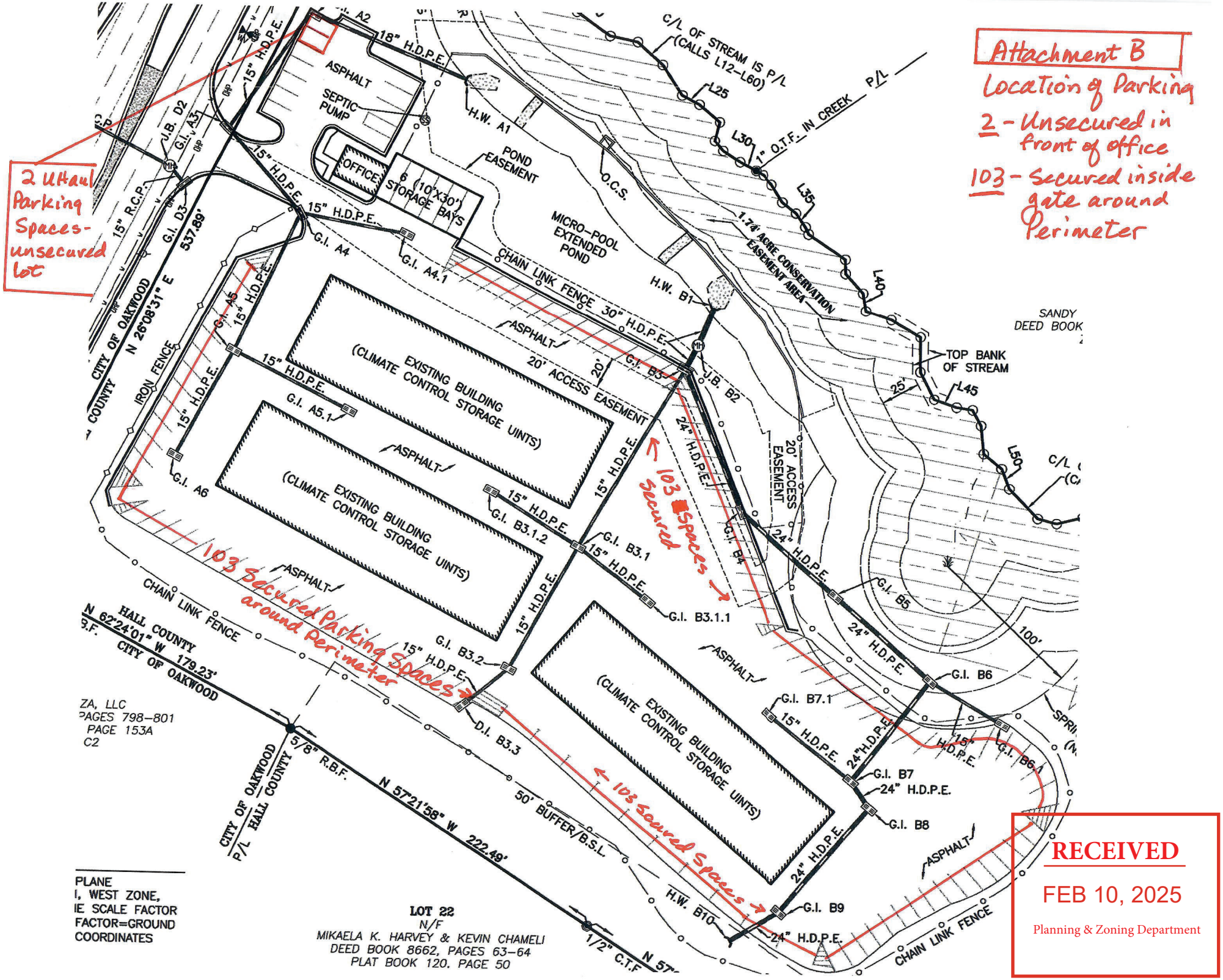
We also have 103 secured outdoor parking spaces inside our gate. These parking spaces run around the perimeter of the facility. These secured spaces would be used for the Vehicle storage and additional UHaul trucks over the 2 trucks parked in the unsecured lot.

The 103 secured outdoor parking spaces can only be accessed between 5am and 12 midnight per Hall County requirements already agreed for the indoor storage units.

All buffers agreed in the property rezoning to PCD remain fully in place. Landscape screening vegetation is in place along the fence in front of McEver Road to shield the stored Vehicles from view from McEver Road. No additional road signage is proposed or required by this application.

In further support of granting this application, the property at 3709 Whiting Road, Gainesville, GA 30504 (adjacent to the Hometown Storage property) is also zoned PCD, operates a miniature golf course (The Oaks) and operates a UHaul truck rental dealership. The UHaul Truck rental/outdoor storage capability is significantly more essential to Hometown Storage's self storage business than to a miniature golf course.

The applicant respectfully requests that the application to operate a UHaul truck rental/outdoor storage and house CCI's management function in the Hometown Storage self storage facility be approved.




RECEIVED
FEB 10, 2025
Planning & Zoning Department

## SURVEYOR'S NOTES:

1. THIS EXHIBIT 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: 0.999908170. (GRID DISTANCE\SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.

2. THIS EXHIBIT 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 EGPS 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 2-FOOT INTERVALS.

5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 54,330 FEET AND AN ANGULAR CLOSURE OF 00°00'03" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY: C.M.P.

6. THIS EXHIBIT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 151,665 FEET.

7. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

8. THIS EXHIBIT 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 DECEMBER 18TH, 2024.

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.

PARCEL CONTROL NUMBER:
08032 000006

AREA: 11.10 ACRES

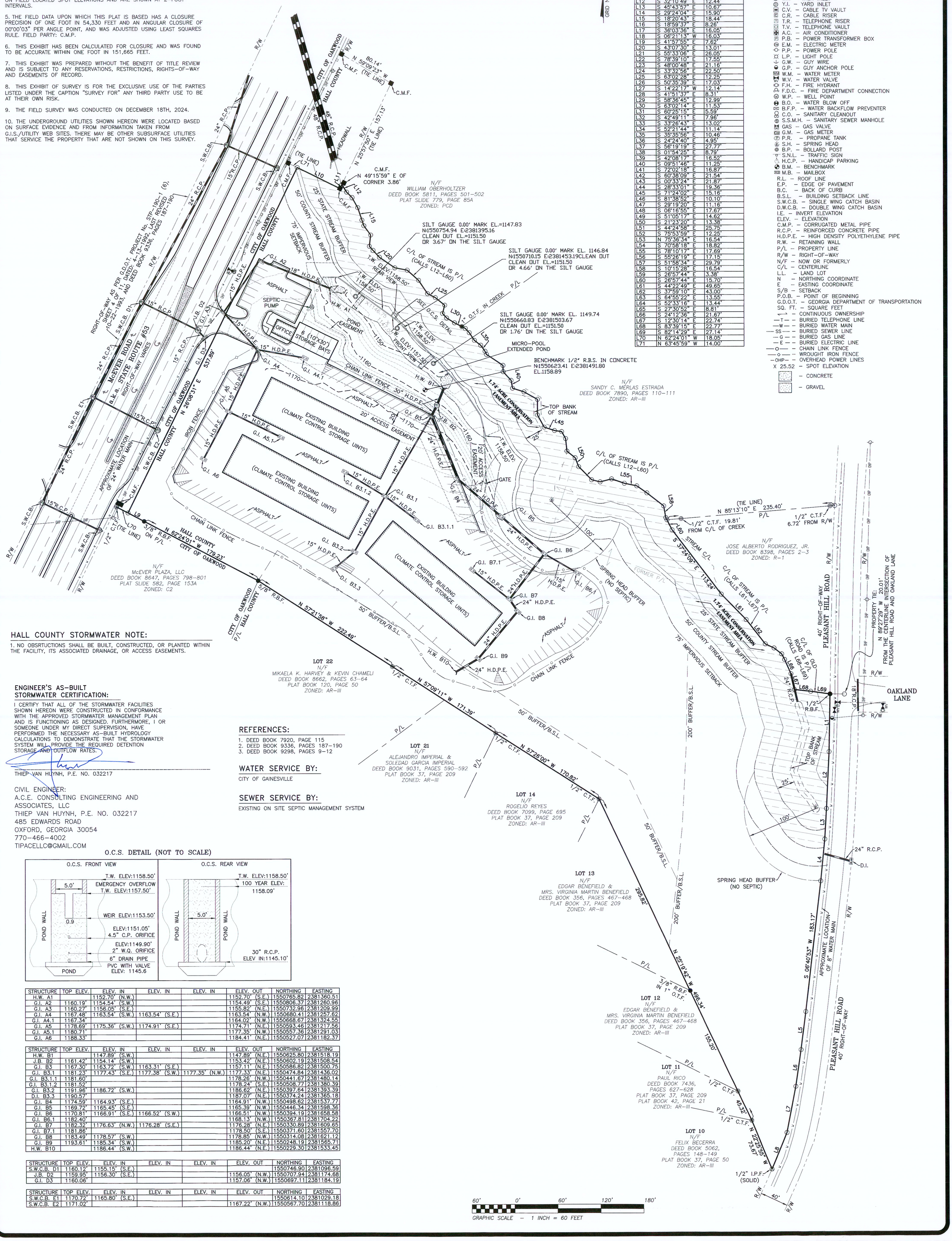
# EXHIBIT "A" FOR:
# 3625 McEVER ROAD, LLC

GRID NORTH

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 01°10'41" W | 80.40' |
| L2 | S 02°49'57" W | 79.37' |
| L3 | S 03°25'02" W | 42.59' |
| L4 | S 05°42'47" W | 58.65' |
| L5 | S 07°12'54" W | 53.54' |
| L6 | S 08°13'42" W | 51.87' |
| L7 | S 10°58'15" W | 65.70' |
| L8 | S 22°22'50" W | 55.14' |
| L9 | N 62°24'01" W | 25.32' |
| L10 | S 63°45'59" E | 66.44' |
| L11 | N 25°57'50" E | 6.02' |
| L12 | S 32°10'49" E | 12.44' |
| L13 | S 45°43'57" E | 10.67' |
| L14 | S 29°24'04" E | 15.90' |
| L15 | S 18°20'43" E | 18.44' |
| L16 | S 18°59'37" E | 8.26' |
| L17 | S 36°03'36" E | 16.05' |
| L18 | S 06°21'13" W | 16.03' |
| L19 | S 41°57'55" E | 7.62' |
| L20 | S 43°07'30" E | 13.01' |
| L21 | S 55°33'06" E | 26.05' |
| L22 | S 78°39'10" E | 17.55' |
| L23 | S 48°00'48" E | 21.16' |
| L24 | S 33°32'56" E | 22.50' |
| L25 | S 63°02'28" E | 12.25' |
| L26 | S 50°35'39" E | 17.03' |
| L27 | S 14°22'17" W | 12.14' |
| L28 | S 41°51'37" E | 8.31' |
| L29 | S 58°36'45" E | 12.99' |
| L30 | S 63°02'14" E | 11.53' |
| L31 | S 60°25'15" E | 5.59' |
| L32 | S 42°49'11" E | 7.96' |
| L33 | S 33°26'43" E | 13.02' |
| L34 | S 52°21'44" E | 11.14' |
| L35 | S 35°35'56" E | 10.46' |
| L36 | S 24°24'40" E | 4.95' |
| L37 | S 56°19'19" E | 27.77' |
| L38 | S 01°54'25" E | 8.79' |
| L39 | S 42°08'17" E | 16.52' |
| L40 | S 09°51'46" E | 11.25' |
| L41 | S 72°02'18" E | 16.87' |
| L42 | S 60°38'09" E | 21.54' |
| L43 | S 00°33'24" E | 21.87' |
| L44 | S 28°33'01" E | 19.36' |
| L45 | S 71°24'02" E | 15.16' |
| L46 | S 81°38'52" E | 10.10' |
| L47 | S 29°19'20" E | 11.16' |
| L48 | S 06°16'55" E | 17.67' |
| L49 | S 51°05'17" E | 14.62' |
| L50 | S 21°23'20" E | 13.38' |
| L51 | S 44°24'58" E | 25.75' |
| L52 | S 75°53'59" E | 12.25' |
| L53 | N 75°36'34" E | 16.54' |
| L54 | S 70°58'18" E | 18.82' |
| L55 | S 78°10'17" E | 17.69' |
| L56 | S 55°26'19" E | 17.15' |
| L57 | S 51°58'34" E | 29.79' |
| L58 | S 10°15'28" E | 16.54' |
| L59 | S 26°57'44" E | 3.38' |
| L60 | S 26°57'44" E | 15.70' |
| L61 | S 44°22'49" E | 49.65' |
| L62 | S 37°59'10" E | 43.00' |
| L63 | S 64°55'22" E | 13.55' |
| L64 | S 52°33'16" E | 13.44' |
| L65 | S 27°30'52" E | 8.81' |
| L66 | S 24°12'36" E | 21.67' |
| L67 | S 12°30'14" E | 22.74' |
| L68 | S 83°39'15" E | 22.77' |
| L69 | S 82°14'29" E | 27.14' |
| L70 | N 62°24'01" W | 18.05' |
| L71 | N 63°45'59" W | 14.00' |

## 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-CUT 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.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
- A.C. – AIR CONDITIONER
- P.B. – POWER TRANSFORMER BOX
- E.M. – ELECTRIC METER
- P.P. – POWER POLE
- L.P. – LIGHT POLE
- G.W. – GUY WIRE
- G.P. – GUY ANCHOR POLE
- W.M. – WATER METER
- W.V. – WATER VALVE
- F.H. – FIRE HYDRANT
- F.D.C. – FIRE DEPARTMENT CONNECTION
- W.P. – WELL POINT
- B.O. – WATER BLOW OFF
- B.F.P. – WATER BACKFLOW PREVENTER
- C.O. – SANITARY CLEANOUT
- S.S.M.H. – SANITARY SEWER MANHOLE
- GAS – GAS VALVE
- G.M. – GAS METER
- P.R. – PROPANE TANK
- S.H. – SPRING HEAD
- B.P. – BOLLARD POST
- S.N.L. – TRAFFIC SIGN
- H.C.P. – HANDICAP PARKING
- B.M. – BENCHMARK
- M.B. – MAILBOX
- R.L. – ROOF LINE
- E.P. – EDGE OF PAVEMENT
- B.C. – BACK OF CURB
- B.S.L. – BUILDING SETBACK LINE
- S.W.C.B. – SINGLE WING CATCH BASIN
- D.W.C.B. – DOUBLE WING CATCH BASIN
- I.E. – INVERT ELEVATION
- ELEV. – ELEVATION
- C.M.P. – CORRUGATED METAL PIPE
- R.C.P. – REINFORCED CONCRETE PIPE
- H.D.P.E. – HIGH DENSITY POLYETHYLENE PIPE
- R.W. – RETAINING WALL
- P/L – PROPERTY LINE
- R/W – RIGHT-OF-WAY
- N/F – NOW OR FORMERLY
- C/L – CENTERLINE
- L.L. – LAND LOT
- N – NORTHING COORDINATE
- E – EASTING COORDINATE
- S/B – SETBACK
- P.O.B. – POINT OF BEGINNING
- G.D.O.T. – GEORGIA DEPARTMENT OF TRANSPORTATION
- SQ. FT. – SQUARE FEET
- ⟷ – CONTINUOUS OWNERSHIP
- —T— – BURIED TELEPHONE LINE
- —W— – BURIED WATER MAIN
- —SS— – BURIED SEWER LINE
- —G— – BURIED GAS LINE
- —E— – BURIED ELECTRIC LINE
- —O— – CHAIN LINK FENCE
- —◇— – WROUGHT IRON FENCE
- —OHP— – OVERHEAD POWER LINES
- X 25.52 – SPOT ELEVATION
- – CONCRETE
- – GRAVEL




## HALL COUNTY STORMWATER NOTE:

1. NO OBSRTUCTIONS SHALL BE BUILT, CONSTRUCTED, OR PLANTED WITHIN THE FACILITY, ITS ASSOCIATED DRAINAGE, OR ACCESS EASEMENTS.

## ENGINEER'S AS-BUILT STORMWATER CERTIFICATION:

I CERTIFY THAT ALL OF THE STORMWATER FACILITIES SHOWN HEREON WERE CONSTRUCTED IN CONFORMANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN AND IS FUNCTIONING AS DESIGNED. FURTHERMORE, I OR SOMEONE UNDER MY DIRECT SUPERVISION, HAVE PERFORMED THE NECESSARY AS-BUILT HYDROLOGY CALCULATIONS TO DEMONSTRATE THAT THE STORMWATER SYSTEM WILL PROVIDE THE REQUIRED DETENTION STORAGE AND OUTFLOW RATES.

THIEP VAN HUYNH, P.E. NO. 032217


CIVIL ENGINEER:
A.C.E. CONSULTING ENGINEERING AND ASSOCIATES, LLC
THIEP VAN HUYNH, P.E. NO. 032217
485 EDWARDS ROAD
OXFORD, GEORGIA 30054
770-466-4002
TIPACELLC@GMAIL.COM


## REFERENCES:

1. DEED BOOK 7920, PAGE 115
2. DEED BOOK 9336, PAGES 187-190
3. DEED BOOK 9298, PAGES 9-12

## WATER SERVICE BY:

CITY OF GAINESVILLE

## SEWER SERVICE BY:

EXISTING ON SITE SEPTIC MANAGEMENT SYSTEM

## O.C.S. DETAIL (NOT TO SCALE)




| STRUCTURE | TOP ELEV. | ELEV. IN | ELEV. IN | ELEV. IN | ELEV. OUT | NORTHING | EASTING |
|---|---|---|---|---|---|---|---|
| H.W. A1 | | 1152.70' (N.W.) | | | 1152.70' (S.E.) | 1550765.82 | 2381360.51 |
| G.I. A2 | 1160.19' | 1154.54' (S.W.) | | | 1154.49' (S.E.) | 1550806.37 | 2381260.96 |
| G.I. A3 | 1160.27' | 1156.05' (S.E.) | | | 1155.82' (N.E.) | 1550732.96 | 2381209.99 |
| G.I. A4 | 1167.48' | 1163.54' (S.W.) | 1163.54' (S.E.) | | 1163.54' (N.W.) | 1550680.41 | 2381257.62 |
| G.I. A4.1 | 1167.34' | | | | 1164.02' (N.W.) | 1550668.67 | 2381324.55 |
| G.I. A5 | 1178.69' | 1175.36' (S.W.) | 1174.91' (S.E.) | | 1174.71' (N.E.) | 1550593.46 | 2381217.56 |
| G.I. A5.1 | 1180.71' | | | | 1177.35' (N.W.) | 1550557.36 | 2381291.03 |
| G.I. A6 | 1188.33' | | | | 1184.41' (N.E.) | 1550527.07 | 2381182.37 |

| STRUCTURE | TOP ELEV. | ELEV. IN | ELEV. IN | ELEV. IN | ELEV. OUT | NORTHING | EASTING |
|---|---|---|---|---|---|---|---|
| H.W. B1 | | 1147.89' (S.W.) | | | 1147.89' (N.E.) | 1550625.80 | 2381518.19 |
| J.B. B2 | 1161.42' | 1154.14' (S.W.) | | | 1153.42' (N.E.) | 1550602.19 | 2381508.54 |
| G.I. B3 | 1167.30' | 1163.72' (S.W.) | 1163.31' (S.E.) | | 1157.11' (N.E.) | 1550586.82 | 2381500.75 |
| G.I. B3.1 | 1181.23' | 1177.43' (S.E.) | 1177.38' (S.W.) | 1177.35' (N.W.) | 1177.33' (N.E.) | 1550474.84 | 2381436.02 |
| G.I. B3.1.1 | 1181.60' | | | | 1178.26' (N.W.) | 1550441.67 | 2381480.14 |
| G.I. B3.1.2 | 1181.52' | | | | 1178.24' (S.E.) | 1550508.77 | 2381380.39 |
| G.I. B3.2 | 1191.96' | 1186.72' (S.W.) | | | 1186.62' (N.E.) | 1550397.64 | 2381393.39 |
| D.I. B3.3 | 1190.57' | | | | 1187.07' (N.E.) | 1550374.24 | 2381365.18 |
| G.I. B4 | 1174.59' | 1164.93' (S.E.) | | | 1164.91' (N.W.) | 1550498.62 | 2381537.77 |
| G.I. B5 | 1169.72' | 1165.45' (S.E.) | | | 1165.39' (N.W.) | 1550446.34 | 2381598.36 |
| G.I. B6 | 1170.81' | 1166.91' (S.E.) | 1166.52' (S.W.) | | 1166.51' (N.W.) | 1550394.19 | 2381658.58 |
| G.I. B6.1 | 1182.40' | | | | 1168.13' (N.W.) | 1550367.81 | 2381704.22 |
| G.I. B7 | 1182.32' | 1176.63' (N.W.) | 1176.28' (S.E.) | | 1176.28' (N.E.) | 1550330.89 | 2381609.65 |
| G.I. B7.1 | 1181.86' | | | | 1178.50' (S.E.) | 1550371.60 | 2381557.70 |
| G.I. B8 | 1183.49' | 1178.57' (S.W.) | | | 1178.85' (N.W.) | 1550314.08 | 2381621.12 |
| G.I. B9 | 1193.61' | 1185.34' (S.W.) | | | 1185.20' (N.E.) | 1550248.19 | 2381565.71 |
| H.W. B10 | | 1186.44' (S.W.) | | | 1186.44' (N.E.) | 1550229.30 | 2381533.45 |

| STRUCTURE | TOP ELEV. | ELEV. IN | ELEV. IN | ELEV. IN | ELEV. OUT | NORTHING | EASTING |
|---|---|---|---|---|---|---|---|
| S.W.C.B. D1 | 1160.12' | 1155.15' (S.E.) | | | | 1550746.90 | 2381096.59 |
| J.B. D2 | 1159.95' | 1156.30' (S.E.) | | | 1156.05' (N.W.) | 1550707.94 | 2381174.68 |
| G.I. D3 | 1160.06' | | | | 1157.06' (N.W.) | 1550697.11 | 2381184.19 |

| STRUCTURE | TOP ELEV. | ELEV. IN | ELEV. IN | ELEV. IN | ELEV. OUT | NORTHING | EASTING |
|---|---|---|---|---|---|---|---|
| S.W.C.B. E1 | 1170.72' | 1165.80' (S.E.) | | | | 1550614.10 | 2381029.18 |
| S.W.C.B. E2 | 1171.02' | | | | 1167.22' (N.W.) | 1550567.70 | 2381118.86 |

60' 0' 60' 120' 180'
GRAPHIC SCALE – 1 INCH = 60 FEET

SHEET NUMBER: 1 of 1
SCALE: 1" = 60'
SURVEY DATE: 12/18/2024
PLAT DATE: 12/19/2024
23-018-EXHIBITA.dwg
JN. 23-018

| No. | DATE | DESCRIPTION |
|---|---|---|
| 1. | 3/7/2025 | OCS REVISIONS |

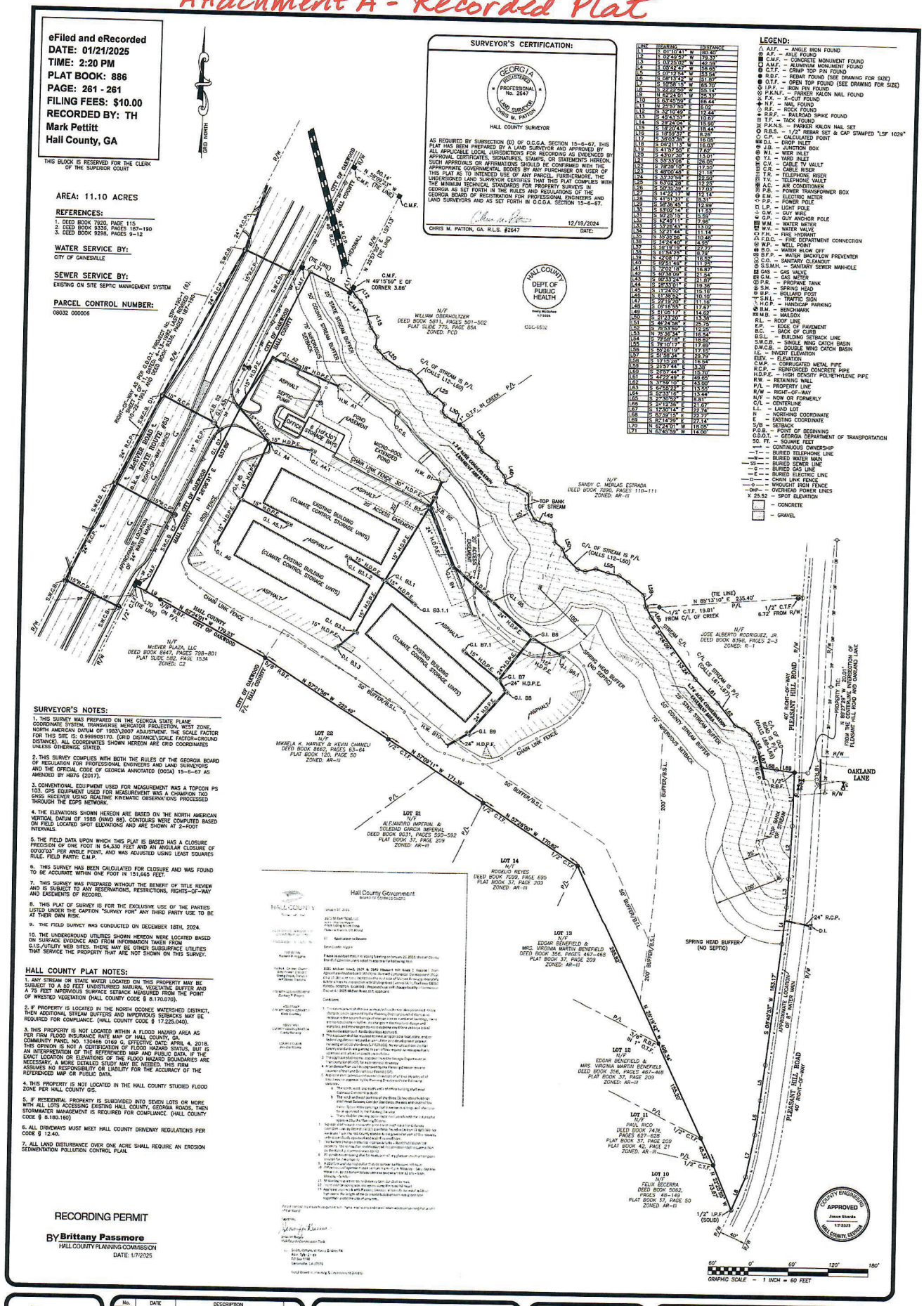
REVISIONS

EXHIBIT "A" FOR:
**3625 McEVER ROAD, LLC**
– LOCATED IN –
**LAND LOT 32**
**8TH LAND DISTRICT**
**HALL COUNTY, GEORGIA**

COMPUTATIONS BY: J.M.J.
SURVEYED BY: C.P.
DRAFTED BY: J.M.J.
CHECKED BY: C.M.P.


PATTON 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

Attachment A - Recorded Plat




| SHEET NUMBER: | |
|---|---|
| 1 of 1 | |
| SCALE: | 1" = 60' |
| SURVEY DATE: | 12/18/2024 |
| PLAT DATE: | 12/19/2024 |
| 23-018-FINALCOMBO.dwg | |
| JN. 23-018 | |

| No. | DATE | DESCRIPTION |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

REVISIONS

COMBINATION SURVEY FOR:

**3625 McEVER ROAD, LLC**

- LOCATED IN -

**LAND LOT 32**
**8TH LAND DISTRICT**
**HALL COUNTY, GEORGIA**

| | |
|---|---|
| COMPUTATIONS BY: | J.M.J. |
| SURVEYED BY: | C.P. |
| DRAFTED BY: | J.M.J. |
| CHECKED BY: | C.M.P. |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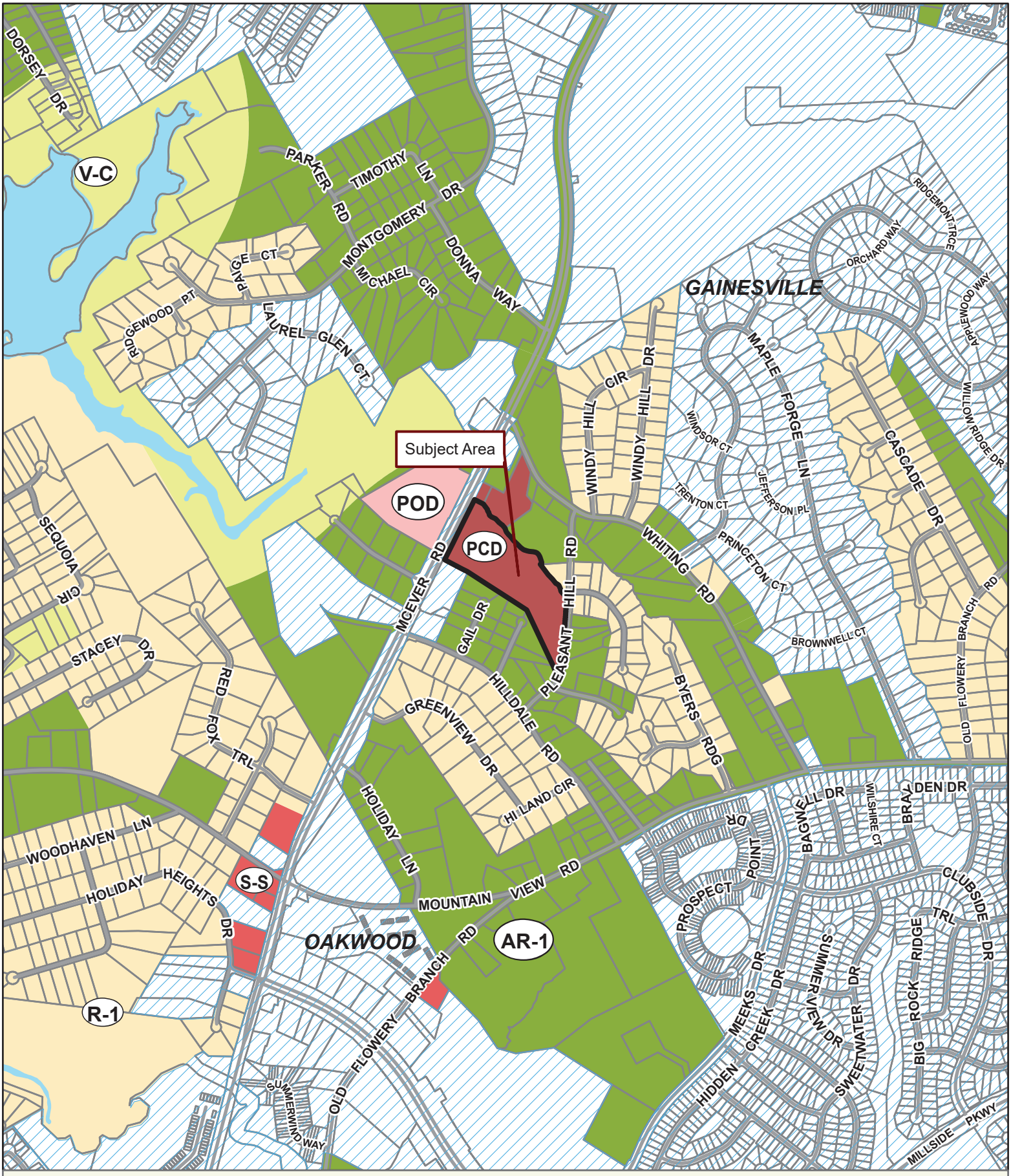
LAND SURVEYING FIRM CERTIFICATE OF AUTHORIZATION NUMBER LSF 001029

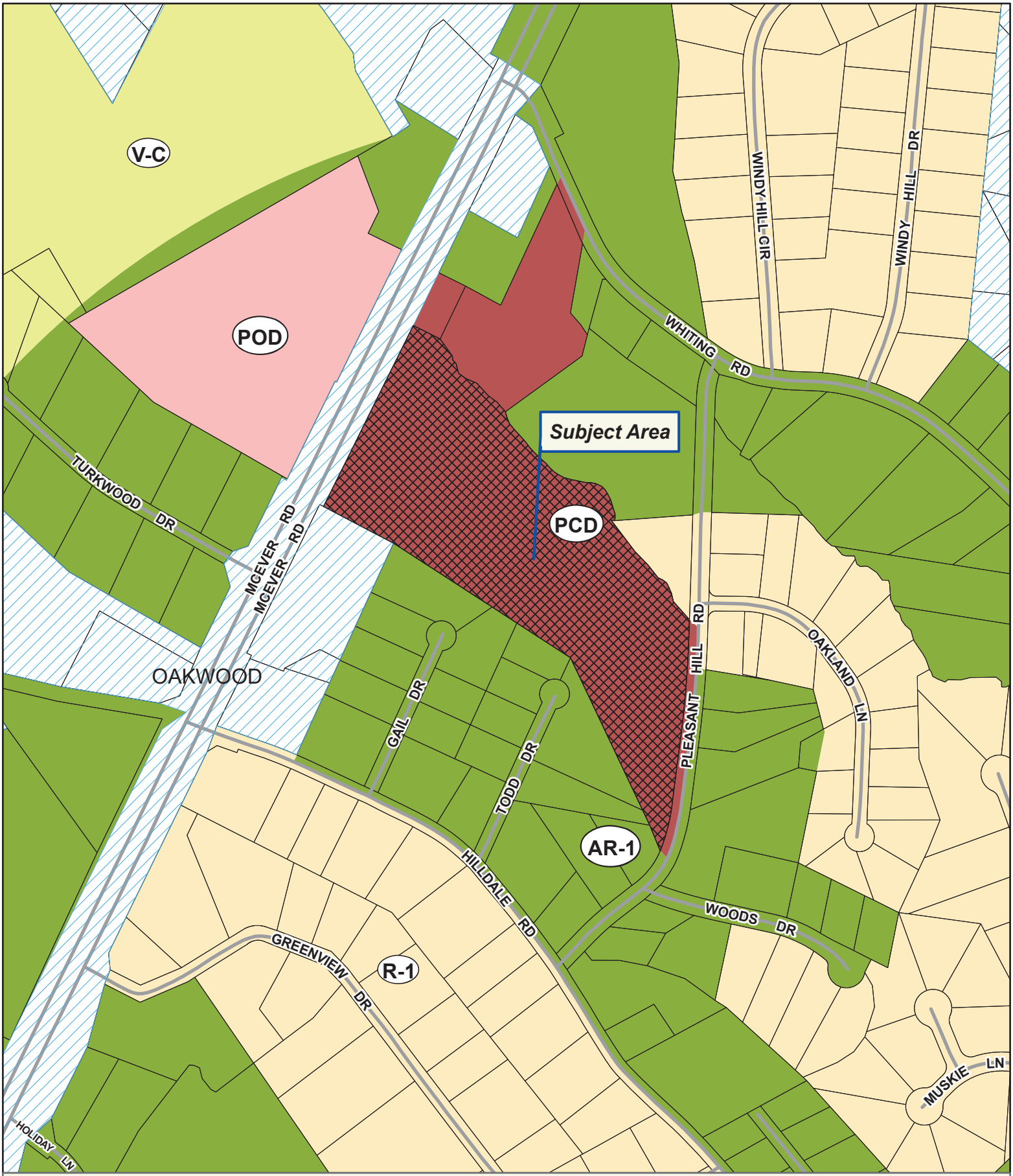



**Applicant:** THOMAS L. ELLIOTT III
**Tax Parcel #:** 08032 000006
**Location:** 3625 MCEVER ROAD, OAKWOOD, GA 30566
**Commission District 4** **PC Mtg. Date: 04/07/2025**

0 300 600 1,200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N




**Applicant:** THOMAS L. ELLIOTT III
**Tax Parcel #:** 08032 000006
**Location:** 3625 MCEVER ROAD, OAKWOOD, GA 30566
**Commission District 4** **PC Mtg. Date: 04/07/2025**

**Applicant:** THOMAS L. ELLIOTT III
**Tax Parcel #:** 08032 000006
**Location:** 3625 MCEVER ROAD, OAKWOOD, GA 30566
**Commission District 4** **PC Mtg. Date: 04/07/2025**

0 100 200 400
Feet

Zoning Boundary
City Limits
Subject Area

N

BOAT & RV
CLIMATE CONTROLLED
HOMETOWNSTORAGEGA.COM

BOAT & RV · U-HAUL RENTAL
CLIMATE CONTROLLED
HOMETOWNSTORAGEGA.COM

**Front of Facility**

From McEver Northbound

**Front of Office**

**Front of Facility**

Top of Hill, North Bound McEver

**Front of Facility**

Hedge Row – top view

**Front of Facility**

Across McEver Rd

**Front of Facility**

Hedge Row – bottom view

**Right Side Buffer**

Bottom Corner

**Right Side Buffer**

With Arbor Vitaes

BK7994PG115

FILED
HALL CO., GA.
17 JUN 21 PM 12:58
CHARLES BAKER - CLERK
SUPERIOR COURT
BY LK

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ 220.00
Date 6-21-17
Charles Baker
Superior Court Clerk
By LK
PT61 069-2017-004525

After Recording Return To:

MAHAFFEY PICKENS TUCKER, LLP
1550 North Brown Road, Suite 125
Lawrenceville, Georgia 30043
File # 1001-3217 (KOF/brp)

# LIMITED WARRANTY DEED

STATE OF GEORGIA COUNTY OF GWINNETT

THIS INDENTURE, Made the 15th day of June, in the year of our Lord two thousand and seventeen, between

THE BRAND BANKING COMPANY, a Georgia banking corporation

of the County of Gwinnett, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

3625 MCEVER ROAD, LLC, a Georgia limited liability company

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS ($10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 32 of the 8th District, Hall County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

Said property is conveyed subject to those permitted title exceptions set forth on Exhibit "B" attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of Grantor and all others claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

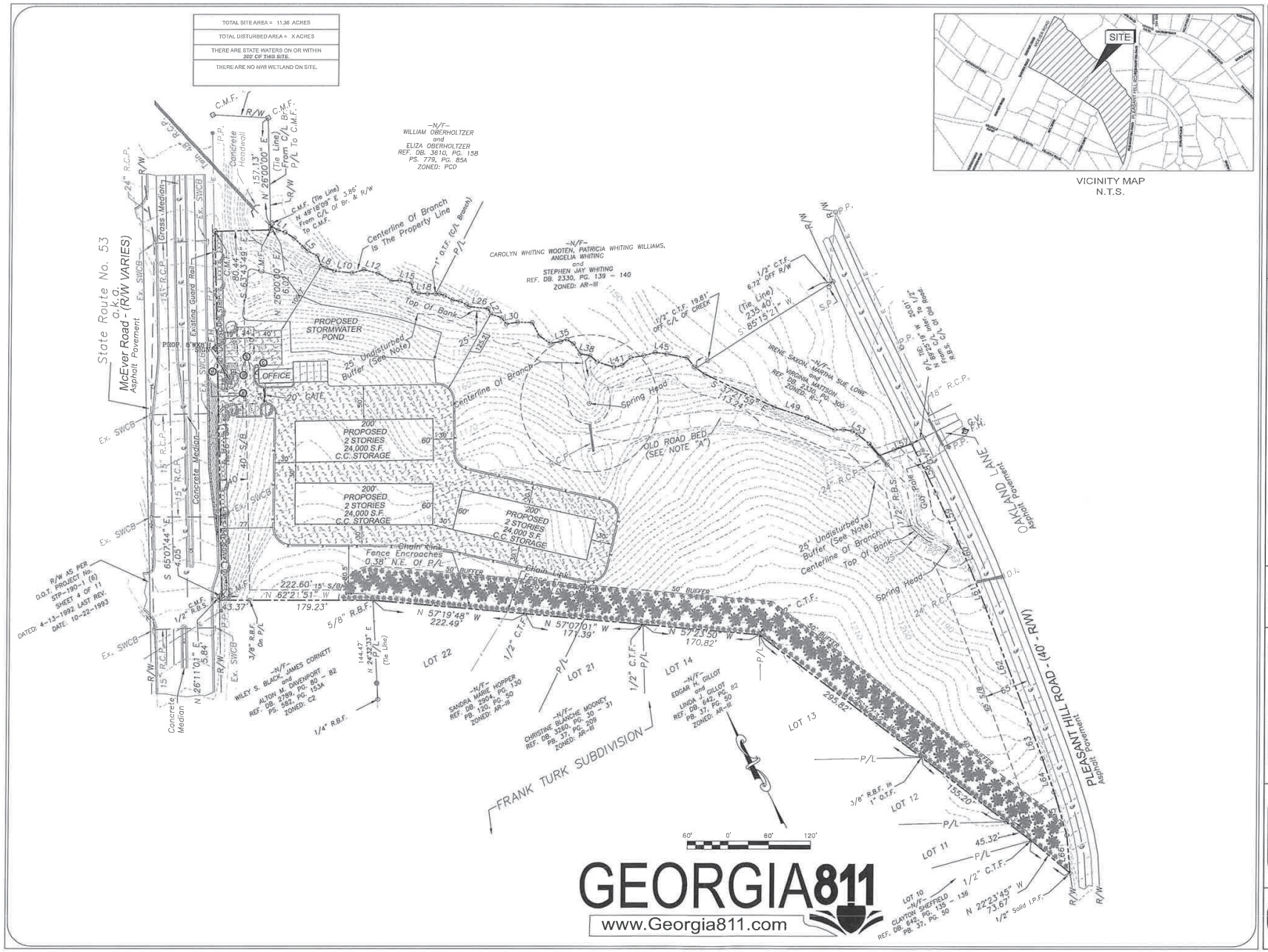
Notary Public

Beth R. Plummer
COMMISSION EXPIRES
NOTARY
PUBLIC
May 13, 2020
BARROW COUNTY, GEORGIA

GRANTOR
THE BRAND BANKING COMPANY

By: _____
B. Scott Longshore, Sr. Vice President

[BANK SEAL]





A.C.E.
ALCOVY CONSULTING ENGINEERING AND ASSOCIATES, LLC.
P.O.C. TIP HUYNH, P.E.
485 Edwards Rd.
Oxford, Georgia 30054
Phone: 770-466-4002
tipacellc@gmail.com



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GEORGIA REGISTERED PROFESSIONAL ENGINEER PHILIP VAN HUYNH

# CONCEPTUAL PLAN

# PROPOSED MCEVER CLIMATE CONTROL STORAGE

08032 000021A,
08032 000006,
PARCEL: 08032 000080

LANDLOT/DISTRICT: N/A

3625 McEVER RD.

HALL COUNTY, GA

DATE: 10/20/2022

SCALE: 1"=60'

OWNER/PERMITTEE

3625 MCEVER WAY LLC.
4763 FALLING BROOK DRIVE,
FLOWERY BRANCH, GA 30542

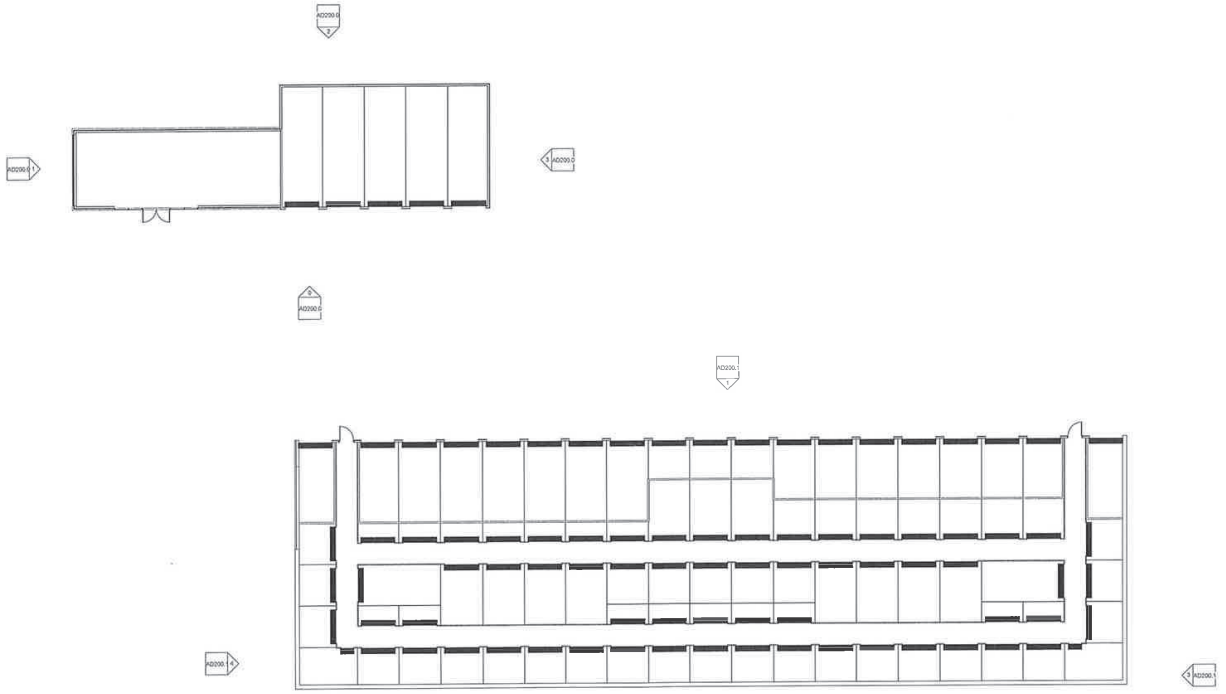
24 HOUR - EMERGENCY CONTACT
CHARLEY HIPPLE
678-859-3482
chipple@cardinalatlanta.com

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

Job No. 22-055

C-1



AD100.0.0 - First Floor Plan

3/32" = 1'-0"

MSSI DESIGN, LLC

tate architecture pllc
kernersville, nc 27285
336.413.0601
www.tatearchitecture.com

Owner Review Submission
Not for Permit or Construction

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Common
Charlie Hipple

3625 Middlefield
Hillfic Rocky, GA

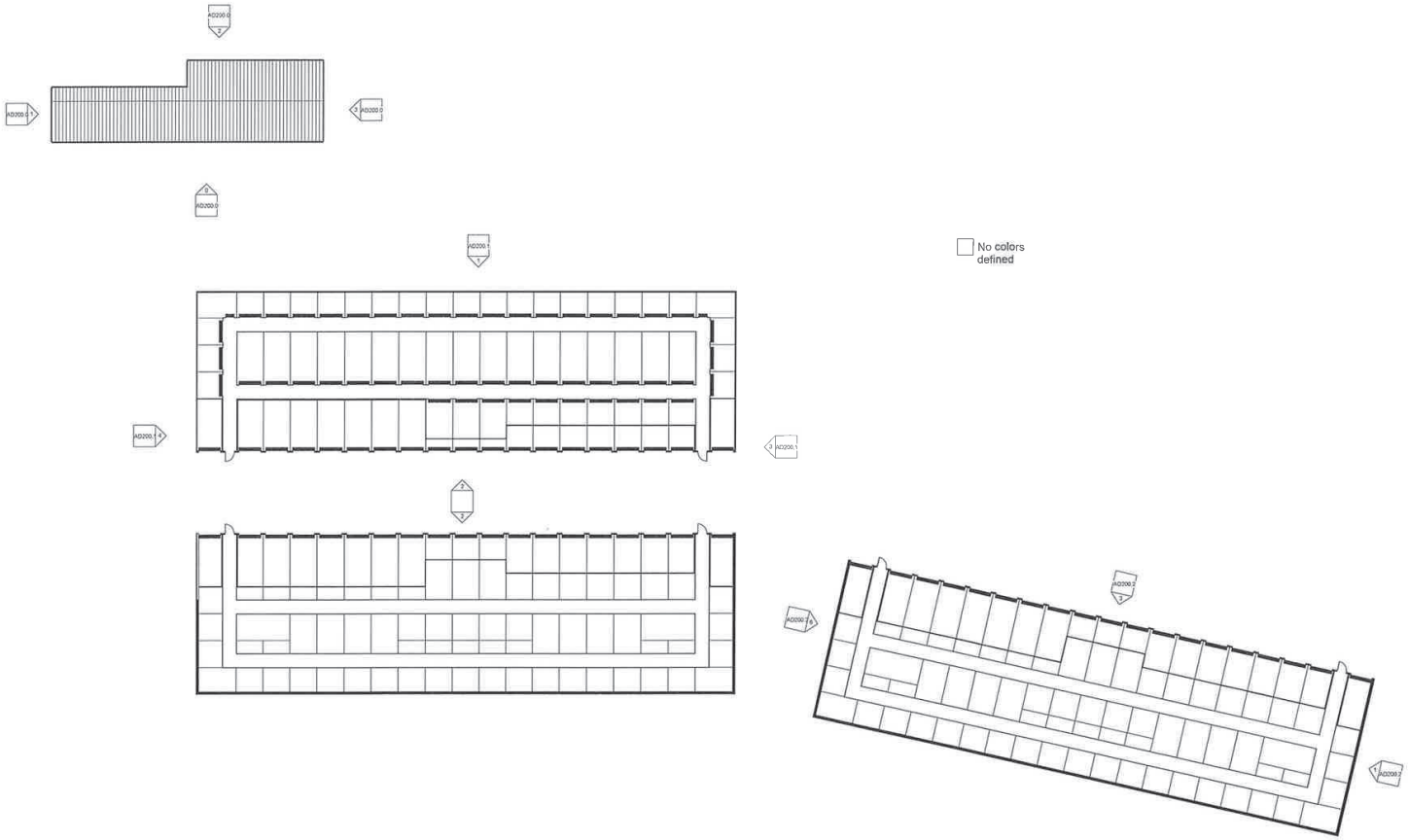
Commission Number
[illegible]

Issue Date
10/20/2021

Revisions

Architectural-
**First Floor Unit Mix**

**AD100.0**
Sheet No.




AD100.1.1 - Second Floor Plan

1/16" = 1'-0"

MSSI
DESIGN, LLC

tate architecture pllc
kernersville, nc 27285
336.413.0601
www.tatearchitecture.com

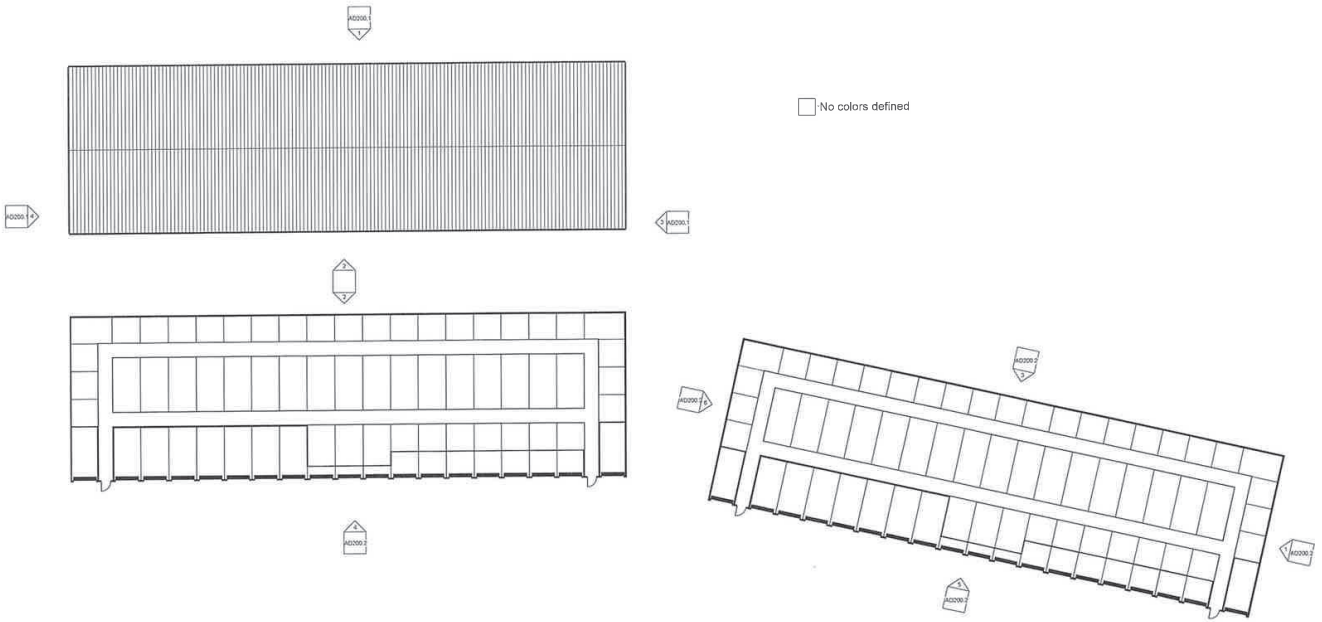
Owner Review Submission
Not for Permit or Construction

Commission
Charlie Hipple
3625 McEver Rd
Hall County, GA

Commission Number
Issue Date
Revisions

Architectural-
**Second Floor Unit Mix**

**AD100.1**
Sheet No.




AD100.2.1 - Third Floor Plan

1/16" = 1'-0"

MSSI DESIGN, LLC

tate architecture pllc
kernersville, nc 27285
336.413.0601
www.tatearchitecture.com

Owner Review Submission
Not for Permit or Construction

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Commission
Charlie Hipple

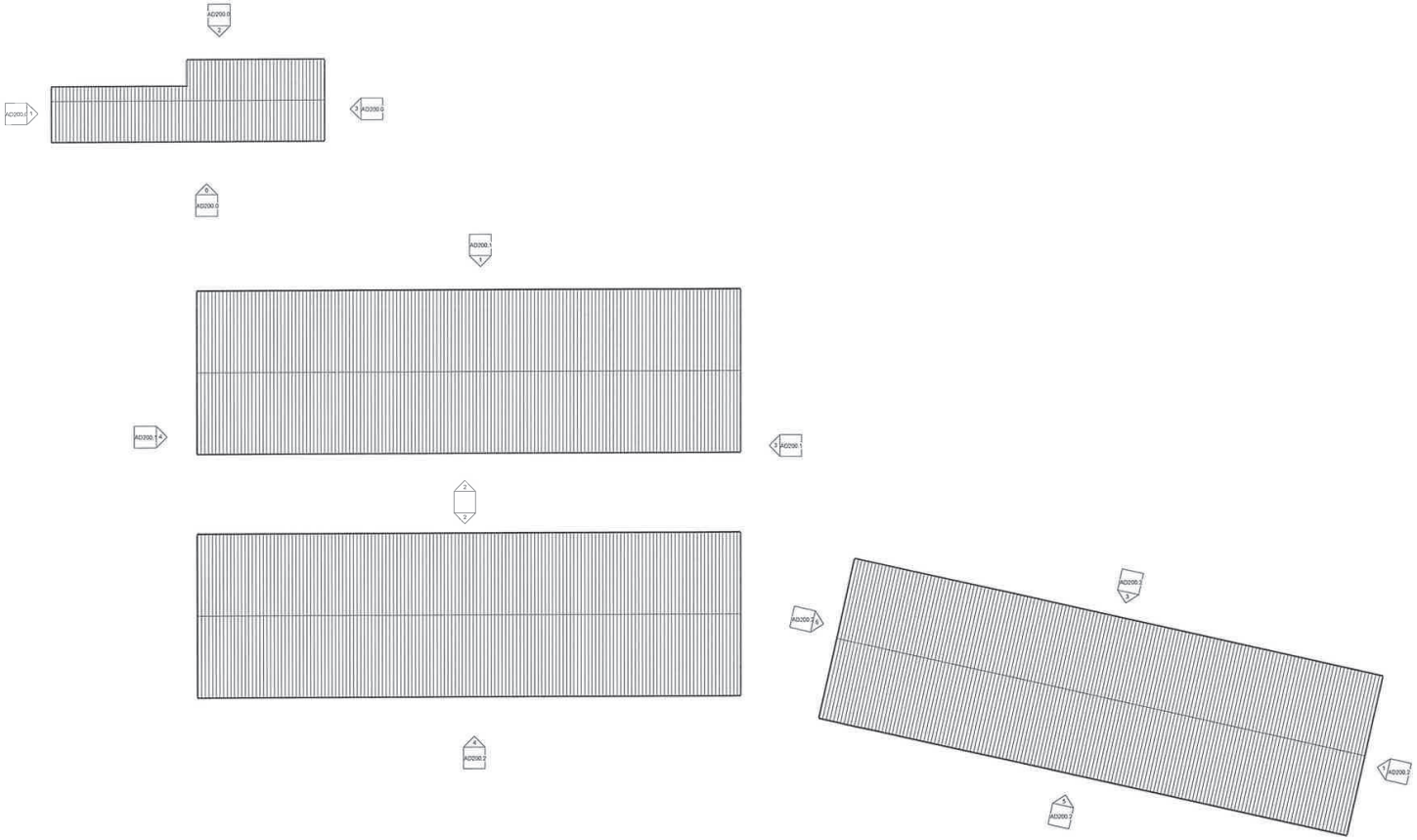
3625 Mt Ever Rd
Hall County, GA

Commission Number
Issue Date
12/9/2022a

Revisions

Architectural-
**Third Floor Unit Mix**

**AD100.2**
Sheet No.



AD100.4.1 - Roof Plan
1/16" = 1'-0"

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kernersville, nc 27285
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www.tatearchitecture.com

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Commission
Charlie Hipple
2675 McEver Rd
Hall County, GA

Commission Number
XXXXXX

Issue Date
10/20/2022a

Revisions

Architectural-
**Roof Plan**

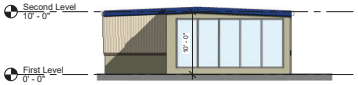
**AD100.4**
Sheet No.

## AD200.0.3 - EAST ELEVATION-OFFICE

1/8" = 1'-0"

## AD200.0.2 - NORTH ELEVATION-OFFICE

1/8" = 1'-0"




## AD200.0.1 - WEST ELEVATION-OFFICE (FACING MCEVER RD)

1/8" = 1'-0"

## AD200.0.0 - SOUTH ELEVATION-OFFICE

1/8" = 1'-0"

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Commision:
Charlie Hipple

3825 McEver Rd
Hall County, GA

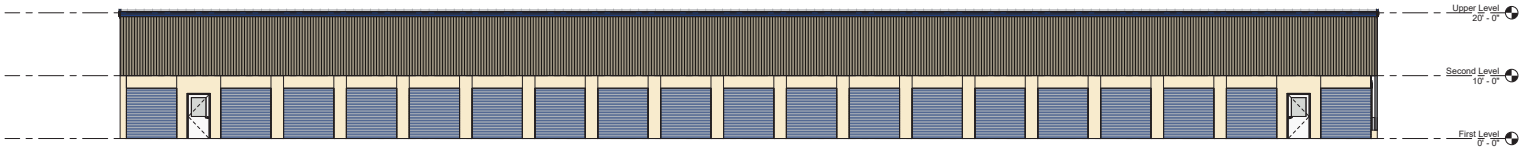
Commission Number:
xxxxxx

Issue Date
10/26/2022x

Revisions:

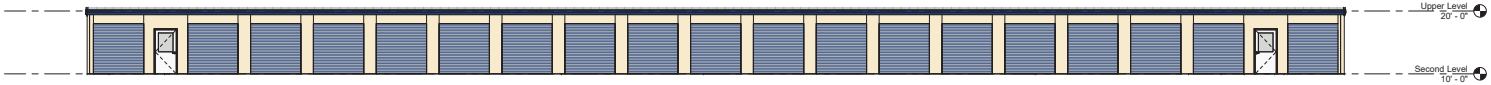
Architectural-
**Exterior Elevations**

**AD200.0**
Sheet No.



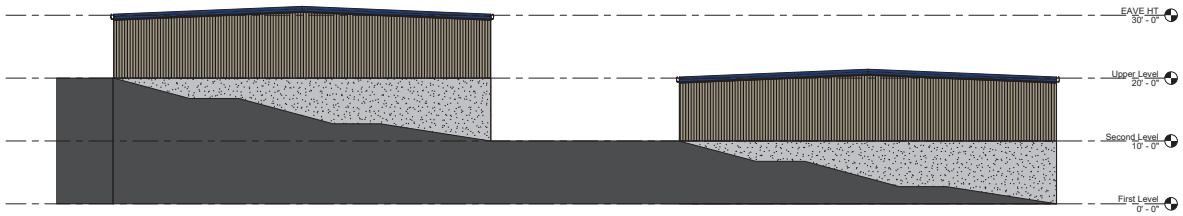

## AD200.1.1 - NORTH ELEVATION-BLDG 1

1/8" = 1'-0"



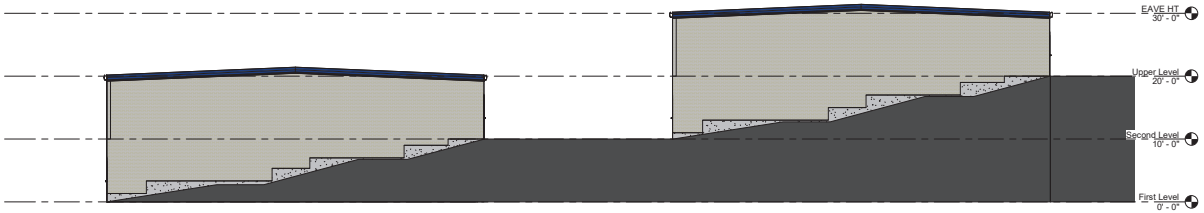

## AD200.1.2 - SOUTH ELEVATION-BLDG 1

1/8" = 1'-0"




## AD200.1.3 - EAST ELEVATION BLDG 1&2

1/8" = 1'-0"




## AD200.1.4 - WEST ELEVATION-BLDG 1&2

1/8" = 1'-0"

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Commison:
Charlie Hipple

3825 McEver Rd
Hall County, GA

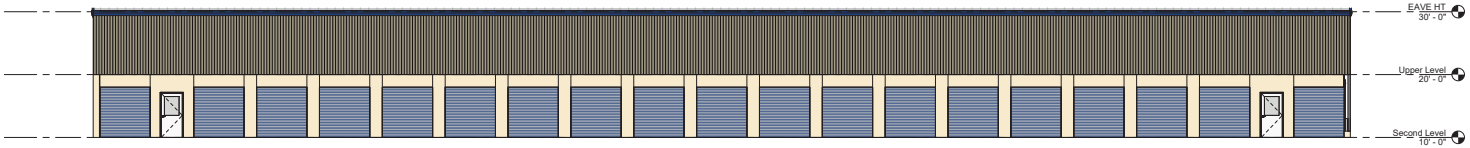
Commission Number:
xxxxxx

Issue Date:
10/26/2022x

Revisions:

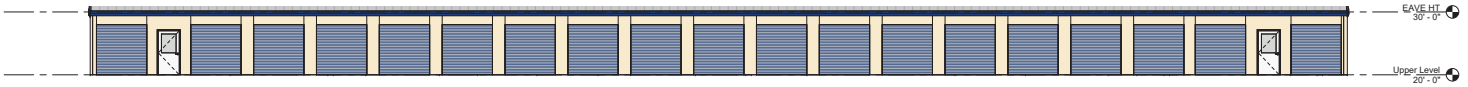
Architectural-
**Exterior Elevations**

**AD200.1**
Sheet No.



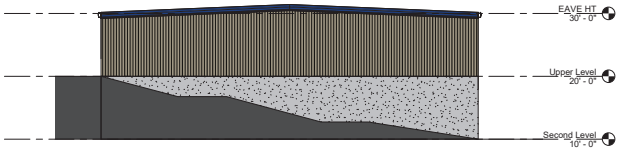

AD200.2.2 - NORTH ELEVATION-BLDG 2

1/8" = 1'-0"



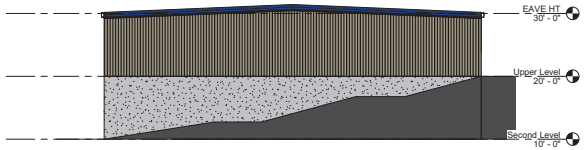

AD200.2.4 - SOUTH ELEVATION-BLDG 2

1/8" = 1'-0"



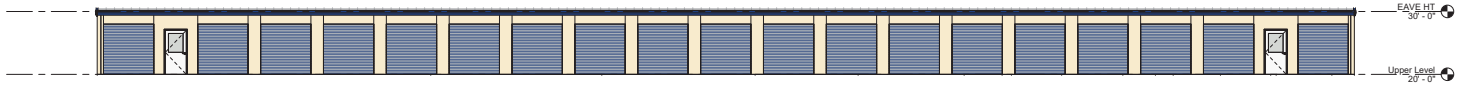

AD200.2.1 - EAST ELEVATION-BLDG 3

1/8" = 1'-0"



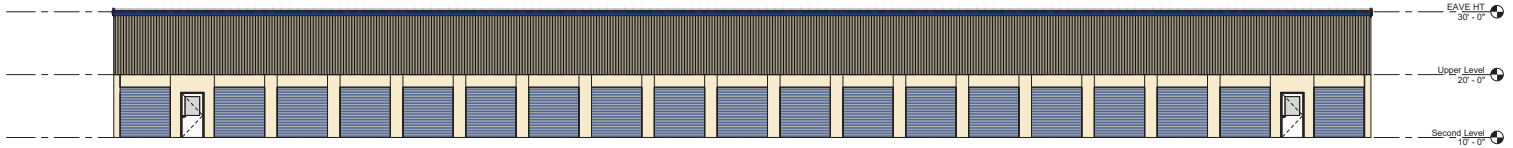

AD200.2.6 - WEST ELEVATION-BLDG 3

1/8" = 1'-0"




AD200.2.5 - SOUTH ELEVATION-BLDG 3

1/8" = 1'-0"




AD200.2.3 - NORTH ELEVATION-BLDG 3

1/8" = 1'-0"

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Commision:
Charlie Hipple

3825 McEver Rd
Hall County, GA

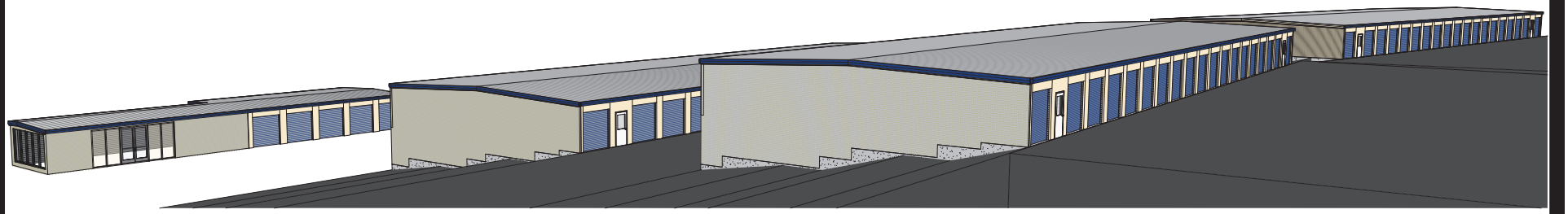
Commission Number:
xxxxxx

Issue Date
10/26/2022x

Revisions:

Architectural-
**Exterior Elevations**

**AD200.2**
Sheet No.



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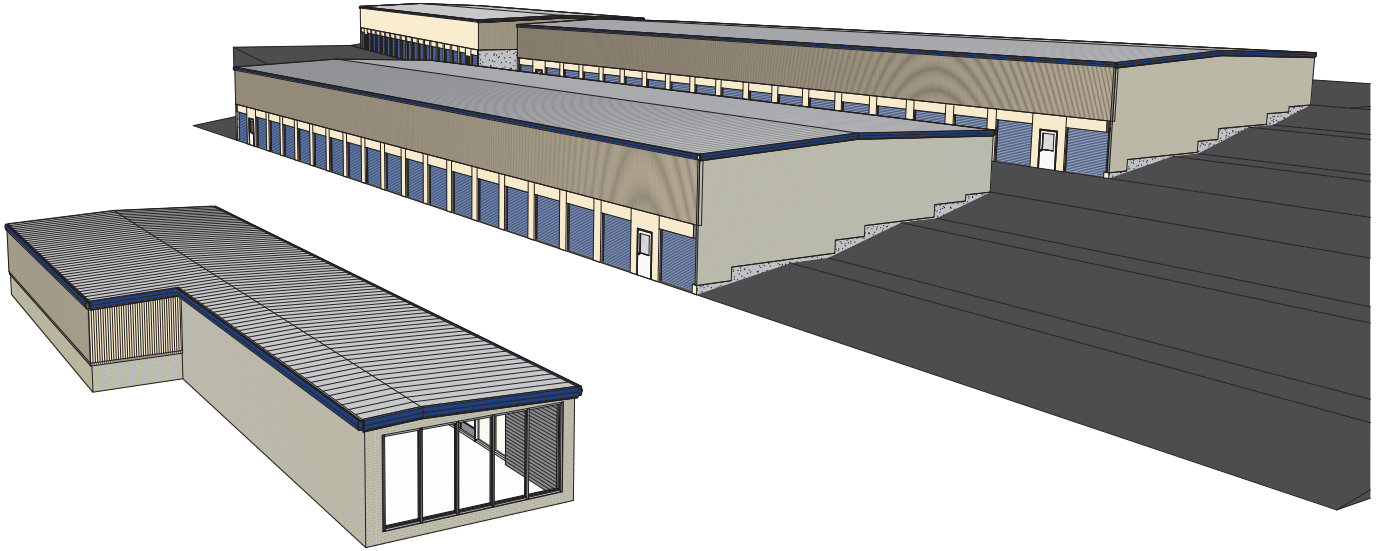

AD201.0.3 - FRONT RIGHT

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Commission:
Charlie Hipple

3825 McEver Rd
Hall County, GA

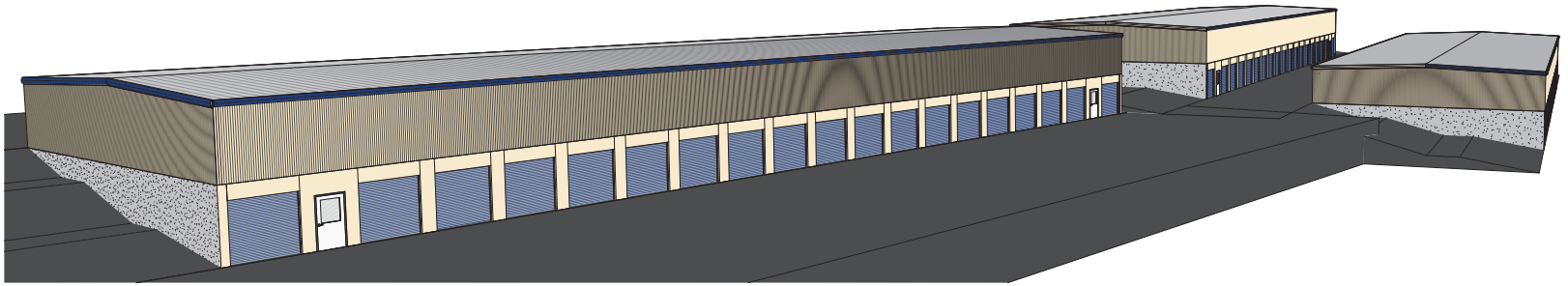
Commission Number:
xxxxxx

Issue Date:
10/26/2022x

Revisions:

Architectural-
**3D Perspective Views**

**AD201.0**
Sheet No.



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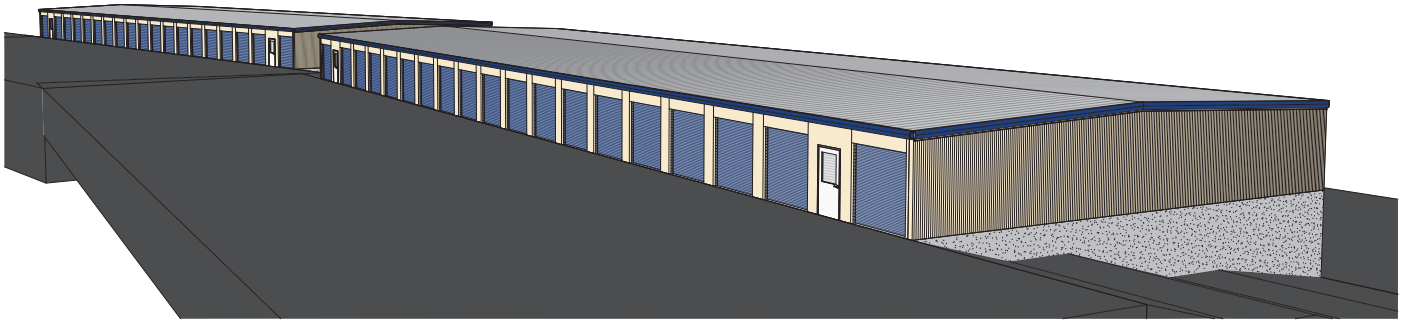

AD201.1.2 - REAR RIGHT

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Charlie Hipple

3825 McEver Rd
Hall County, GA

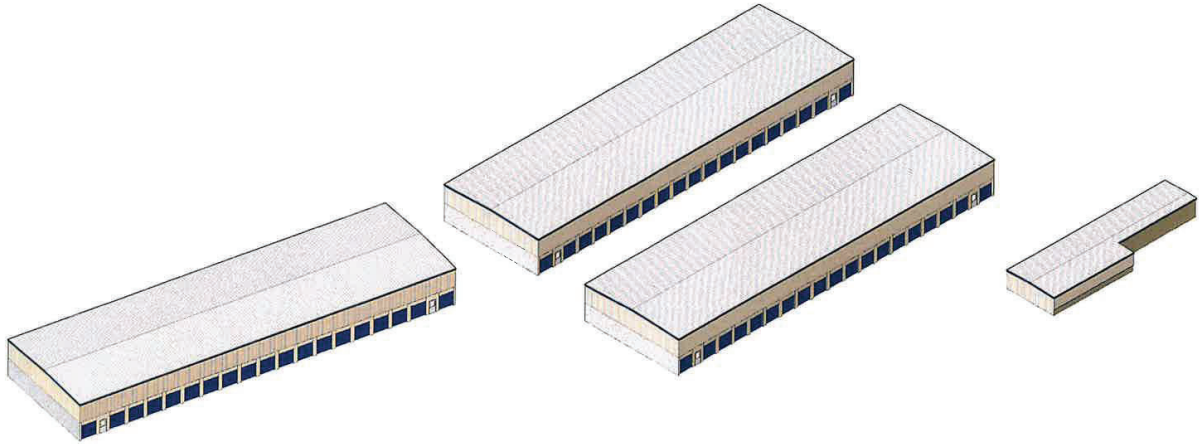
Commission Number:
xxxxxx

Issue Date:
10/26/2022x

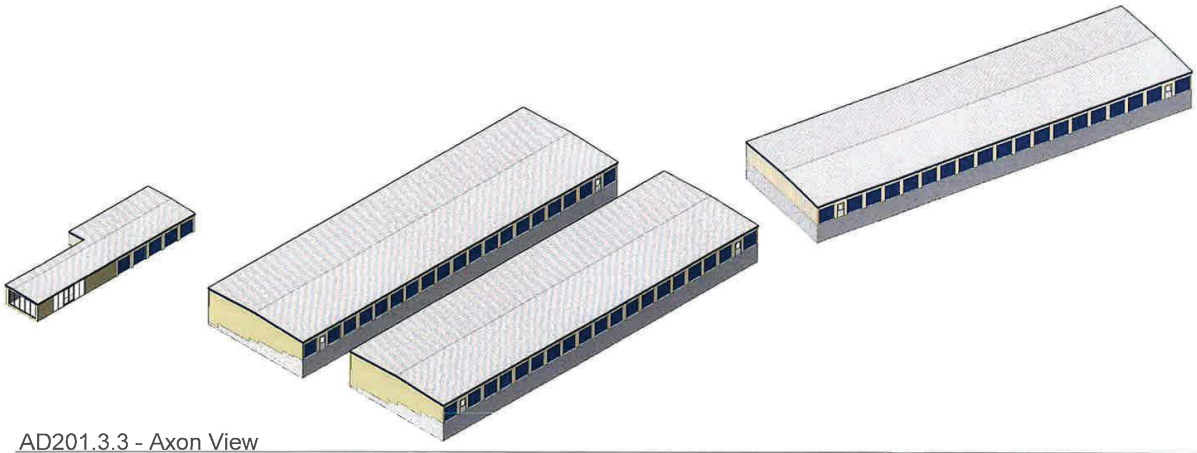
Revisions:

Architectural-
**3D Perspective Views**

**AD201.1**
Sheet No.



AD201.3.0 - Axon View



AD201.3.3 - Axon View

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Commission
Cedar Hyatt

3825 McEver Rd
Hall County, GA

Commission Number
[illegible]

Issue Date
10/05/2022

Revisions

Architectural-
**Axon Views**

**AD201.3**
Sheet No.

## NOTES:

THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA. COMMUNITY PANEL NO. 130466 0169 E EFFECTIVE DATE: MARCH 21, 2000.

EQUIPMENT USED FOR MEASUREMENT: TOPCON G.T.S. 303.

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED, & HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

**AREA: 11.27 ACRES**

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 54,330 FEET AND AN ANGULAR ERROR OF 00°00'03" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. PARTY: C.P./C.B.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 110,793 FEET.

THIS SURVEY WAS NOT PREPARED FROM THE AID OF A TITLE SEARCH AND IS SUBJECT TO ANY RESTRICTIONS OR EASEMENTS THAT MIGHT BE RECORDED.

THIS PLAT OR SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES LISTED UNDER THE CAPTION "SURVEY FOR:". ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.

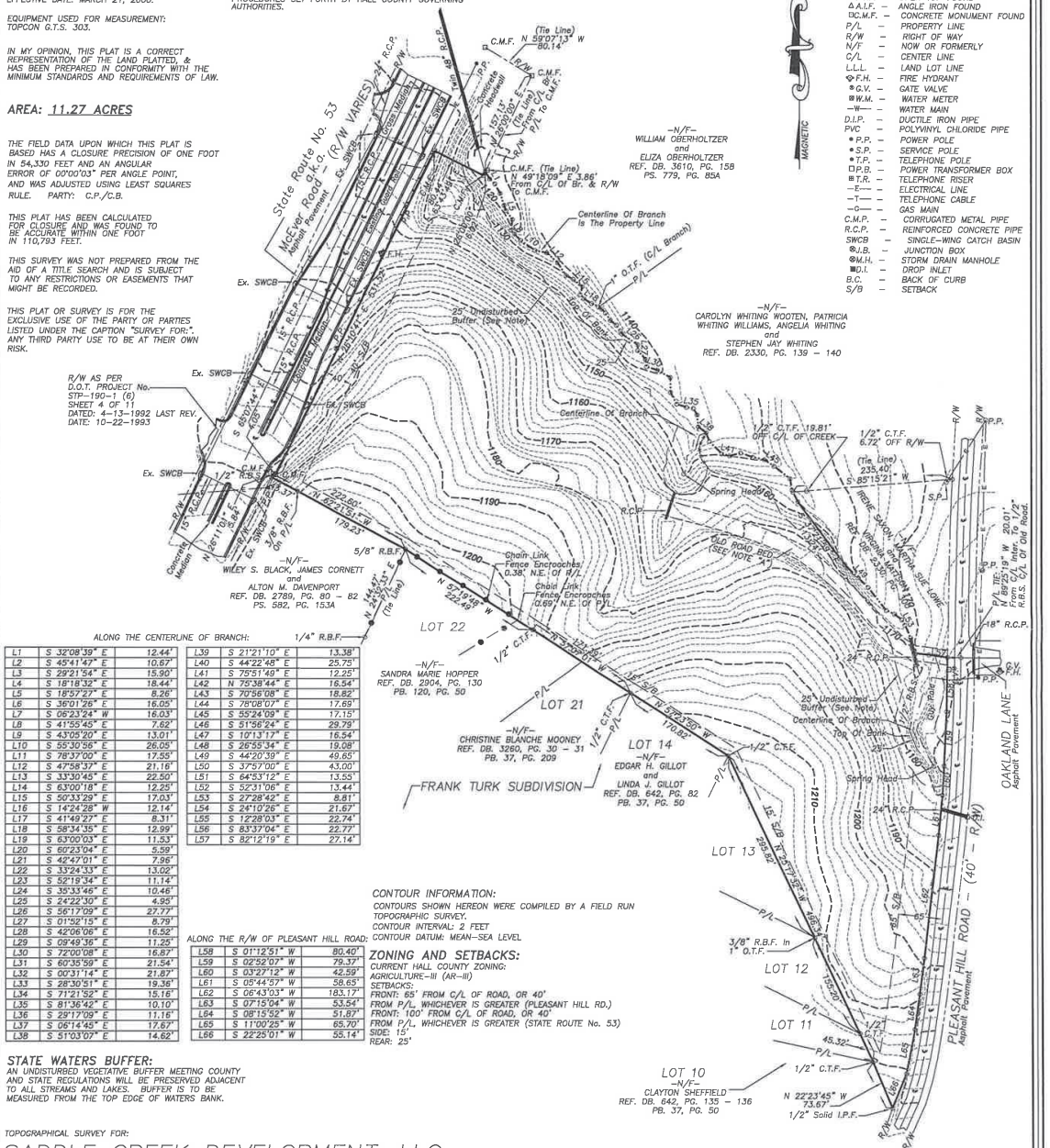
## NOTE "A":

IT IS RECOMMENDED BY THE UNDERSIGNED THAT THE OLD ROAD SHOWN HEREON, (WHICH CONTINUES TO STATE ROUTE No. 53) BE PROPERLY ABANDONED THRU THE ROAD ABANDONMENT PROCEDURES SET FORTH BY HALL COUNTY GOVERNING AUTHORITIES.

SURVEY REFERENCES:
1 – DEED BOOK 479, PAGES 168 – 169
2 – DEED BOOK 503, PAGES 511 – 512

## LEGEND:

- ○ I.P.F. – IRON PIN FOUND
- ⊙ C.T.F. – CRIMPED TOP PIN FOUND
- ⊙R.B.F. – REBAR PIN FOUND
- ⊙R.B.S. – REBAR PIN SET
- ○ O.T.F. – OPEN TOP FOUND
- △ A.I.F. – ANGLE IRON FOUND
- ▯C.M.F. – CONCRETE MONUMENT FOUND
- P/L – PROPERTY LINE
- R/W – RIGHT OF WAY
- N/F – NOW OR FORMERLY
- C/L – CENTER LINE
- L.L.L. – LAND LOT LINE
- F.H. – FIRE HYDRANT
- G.V. – GATE VALVE
- W.M. – WATER METER
- –W– – WATER MAIN
- D.I.P. – DUCTILE IRON PIPE
- PVC – POLYVINYL CHLORIDE PIPE
- P.P. – POWER POLE
- S.P. – SERVICE POLE
- T.P. – TELEPHONE POLE
- P.B. – POWER TRANSFORMER BOX
- T.R. – TELEPHONE RISER
- –E– – ELECTRICAL LINE
- –T– – TELEPHONE CABLE
- –G– – GAS MAIN
- C.M.P. – CORRUGATED METAL PIPE
- R.C.P. – REINFORCED CONCRETE PIPE
- SWCB – SINGLE–WING CATCH BASIN
- J.B. – JUNCTION BOX
- M.H. – STORM DRAIN MANHOLE
- D.I. – DROP INLET
- B.C. – BACK OF CURB
- S/B – SETBACK


State Route No. 53
McEver Road
(R/W VARIES)
Asphalt Pavement
Ex. SWCB
Ex. R.C.P.
Ex. C.M.F.
Ex. R.B.F.
Ex. Power Pole
Ex. Fence Post
Ex. Power Meter
Ex. Water Meter
Ex. Fire Hydrant
Ex. Gate Valve
Ex. Water Main
Ex. Gas Main
Ex. Telephone Pedestal
Ex. Telephone Riser
Ex. Electrical Line
Ex. Telephone Cable
Ex. Gas Line
Ex. Concrete Median
Ex. Crossover
Ex. Concrete Headwall
Ex. Chain Link Fence
Ex. Wood Fence
Ex. Guy Wire
Ex. Sign
Ex. Mailbox
Ex. Flag Pole
Ex. Trash Can
Ex. Mail Box
Ex. Utility Pedestal
Ex. Utility Box
Ex. Utility Vault
Ex. Utility Manhole
Ex. Utility Meter
Ex. Utility Pole
Ex. Utility Line
Ex. Utility Cable
Ex. Utility Conduit
Ex. Utility Duct
Ex. Utility Riser
Ex. Utility Transformer
Ex. Utility Switch
Ex. Utility Fuse
Ex. Utility Capacitor
Ex. Utility Reactor
Ex. Utility Resistor
Ex. Utility Inductor
Ex. Utility Diode
Ex. Utility Rectifier
Ex. Utility Amplifier
Ex. Utility Oscillator
Ex. Utility Modulator
Ex. Utility Demodulator
Ex. Utility Multiplexer
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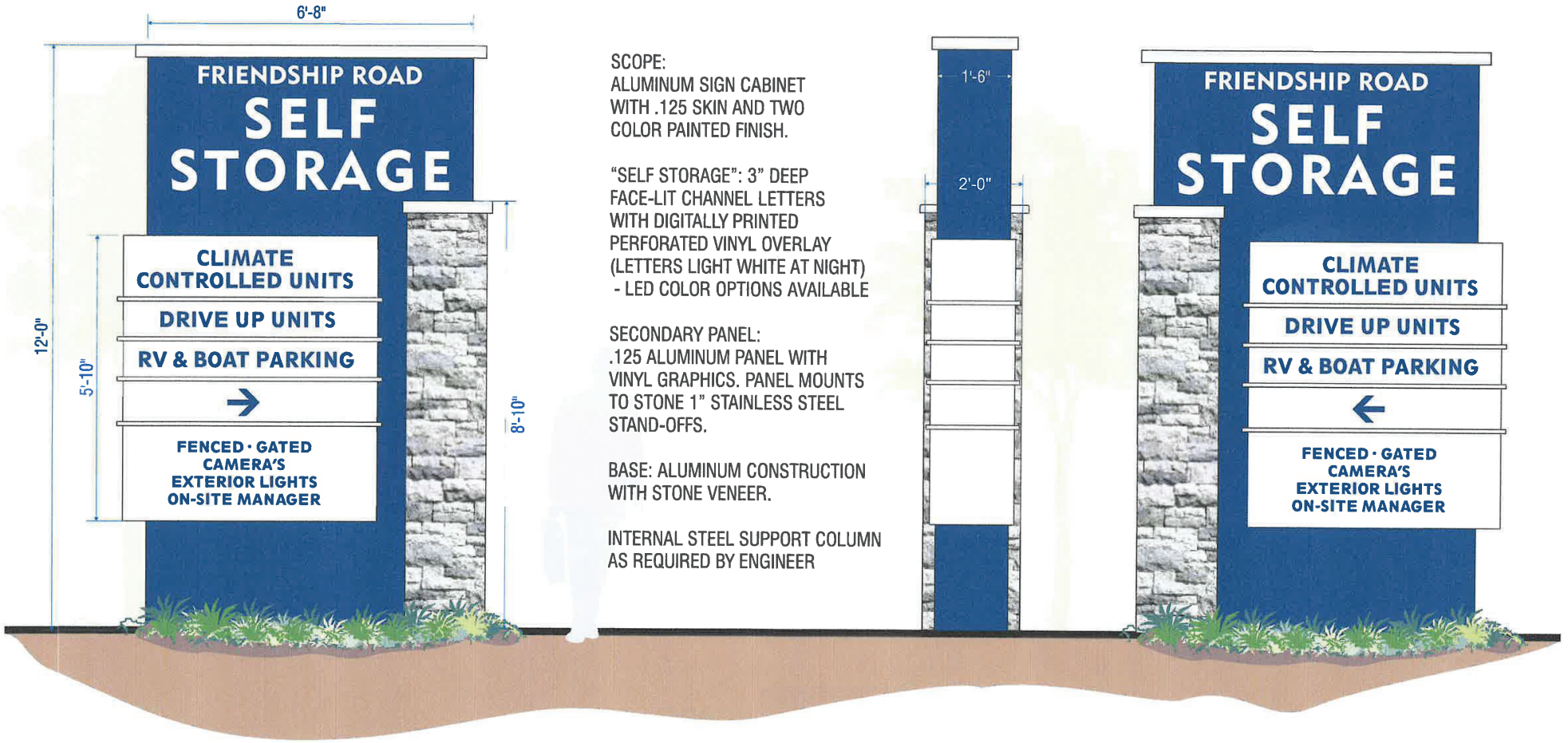
Ex. Utility Converter
Ex. Utility Inverter




SCOPE:
ALUMINUM SIGN CABINET WITH .125 SKIN AND TWO COLOR PAINTED FINISH.

"SELF STORAGE": 3" DEEP FACE-LIT CHANNEL LETTERS WITH DIGITALLY PRINTED PERFORATED VINYL OVERLAY (LETTERS LIGHT WHITE AT NIGHT)
- LED COLOR OPTIONS AVAILABLE

SECONDARY PANEL:
.125 ALUMINUM PANEL WITH VINYL GRAPHICS. PANEL MOUNTS TO STONE 1" STAINLESS STEEL STAND-OFFS.

BASE: ALUMINUM CONSTRUCTION WITH STONE VENEER.

INTERNAL STEEL SUPPORT COLUMN AS REQUIRED BY ENGINEER

ATLANTIC SIGN & GRAPHICS, INC.
"Where form and function come together!"
5235 POPLAR STREET BUFORD, GEORGIA 30518
TEL: 770-614-6613 FAX: 770-614-5893

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CLIENT

JOB INFO

REVISION HISTORY

SHEET G2

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

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**Richard P. Higgins**

**Kathy L. Cooper,** District 1
**Billy Powell,** District 2
**Gregg Poole,** District 3
**Jeff Stowe,** District 4

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**Zachary T. Propes**

ASSISTANT
COUNTY ADMINISTRATOR
**Katie Crumley**

ASSISTANT
COUNTY ADMINISTRATOR
**Casey Ramsey**

COUNTY CLERK
**Jennifer Rivera**

# Hall County Government
BOARD OF COMMISSIONERS

January 27, 2023

3625 McEver Road, LLC
Attn: Charles Hipple
4763 Falling Brook Drive
Flowery Branch, GA 30542

RE: **Application to Rezone**

Dear Charles Hipple:

Please be advised that in its Voting Meeting on January 26, 2023, the Hall County Board of Commissioners voted to approve the following item.

**3625 McEver Road, 3634 & 3640 Pleasant Hill Road | Rezone** | from Agricultural-Residential-III (AR-III) to Planned Commercial Development (PCD) on a 11.36± acre tract located on the east side of McEver Road approximately 626 feet from its intersection with Whiting Road | Zoned AR-III; Tax Parcel 08032 000006, 000021A, & 000080 | **Proposed use: self-storage facility** | Commission District 4 | **3625 McEver Road, LLC, applicant.**

Conditions:

1. The development shall occur as depicted on the site plan presented. Minor changes can be approved by the Planning Director provided there is no increase in the square footage of storage area or number of buildings, there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance in Hall County development standards unless approved.
2. The applicant shall be required to meet all applicable local, state, and/or federal regulations required as part of the land development process, including all GCOD standards (17.420.050). No variances from the Hall County standards are granted as part of this request, unless specifically approved and added as conditions to follow.
3. The applicant shall receive approval from the Georgia Department of Transportation (GDOT) for a commercial driveway.
4. A Landscape Plan shall be approved by the Planning Director prior to issuance of the Land Disturbance Permit (LDP).
5. Applicant shall submit architectural elevations of all four (4) sides of all structures for approval by the Planning Director with the following variances:
    a. The north, west, and south walls of office building shall meet Gateway Corridor Standards.
    b. The north and west portions of the three (3) two-story buildings shall meet Gateway Corridor Standards, the east and south of the

three (3) two-story buildings shall have metal sidings with the color to be approved by the Planning Director.

c. There shall be standing seam metal roof panels with the color to be approved by the Planning Director.

6. Signage shall require a separate permit and must meet the Gateway Corridors Overlay District (GCOD) standards found in Section 17.420.060; No variances from the Hall County standards are granted as part of this request, unless specifically approved and added as conditions.
7. The buffers shall be protected in perpetuity by a deed that follows the property. The removal or modification of this condition shall require action by the Board of Commissioners (BOC).
8. All conditions of zoning shall be made part of any plats or construction plans created for the property.
9. A 200 foot undisturbed buffer shall be parallel to Pleasant Hill Road.
10. Office hours of operation shall be from 9 am - 6 pm, Monday – Saturday and there shall be no tenant access onto the property from 12 am – 5 am, Monday – Sunday.
11. All fencing requirements by Gateway Corridor shall be met.
12. There shall be no ingress and egress along Pleasant Hill Road.
13. Applicant shall work with Planning Director, if feasible, to install a 4 foot high berm, the length of the proposed buildings with evergreen tree vegetation along the side of property.

Please contact me if you have questions or if you require any additional information concerning this action of the Board.

Sincerely,

Jennifer Rivera
Hall County Commission Clerk

cc: Smith, Gilliam, Williams & Miles PA
Attn: Tyler Smith
PO Box 1098
Gainesville, GA 30503

Randi Doveton, Planning & Development Director

## Kaitlyn Elliott (Planning)

**From:** Emily McGahee (Environmental Health)
**Sent:** Tuesday, March 4, 2025 1:52 PM
**To:** Katie L. Greenway (CDI: Planning); Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning)
**Cc:** Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
**Subject:** HCPC Tentative Agenda 4.7.25

Please find Environmental Health comments below:

Item 1, 3384 Lee Drive, Muntean: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. An existing system evaluation/site visit will be required for Environmental Health to process the building permit application. Please note that Zoning approval does not imply approval from other county departments.

Items 2A,B,C 5349 Browns Bridge Road, Hermosillo: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 3, 6000 Swansey Road, Smith: Must meet all Environmental Health permitting requirements for septic system and Food Service.

Item 4, 3625 McEver Road, Elliott: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5, 6495 Spout Springs Road, LJA Engineering: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 6, 5691 Woodlin Road, Rouse: Must meet all residential permitting requirements.

Item 7, 0/3566 Athens Hwy, Simpson: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 8, 6042 Spout Springs Road, Cox: Must meet all residential permitting requirements.

Item 9, 6700/6702 Yellow Creek Road; Koons: Must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Wastewater treatment and disposal

will be required to be permitted through EPD if total gallons per day is greater than 10,000gpd. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Tourist Accommodation permit/plan review and/or Food Service permit/plan review will be required after review of business plan.

Item 10, 3800 Athens Hwy, Hughes: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)
emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

## Kaitlyn Elliott (Planning)

**From:** Stevens, Henry K <HStevens@dot.ga.gov>
**Sent:** Monday, March 3, 2025 8:29 AM
**To:** Kaitlyn Elliott (Planning); Beth Garmon (CDI: Planning)
**Subject:** RE: Tentative Agenda Monday, April 7, 2025 Hall County Planning Commission Meeting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Please see the below comments from GDOT in red.

Thanks,

**Henry Stevens, E.I.T.**
*GDOT Civil Engineer 2*
Georgia Department of Transportation
District 1 Traffic Operations- Gainesville
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.663.1807 cell

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**From:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Sent:** Thursday, February 27, 2025 11:22 AM
**Subject:** Tentative Agenda Monday, April 7, 2025 Hall County Planning Commission Meeting

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Here is the Tentative Agenda and Maps for the **Monday, April 7, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

**When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.**

Comments are due by **Thursday, March 6, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – March 17, 2025**

**OLD BUSINESS**

1. **3384 Lee Drive | Variance** | Section 3.2. to reduce the minimum yards | on a 0.14± acre tract located on the west side of Lee Drive approximately 2,785 feet from its intersection with Lanier Islands Parkway | Zoned AR-1; Tax Parcel 08168 000026 **| Proposed Use: To construct a carport & bring existing single-family residence and carport into compliance | *** Commission District 2 **| Nancy Muntean, applicant**

**NEW BUSINESS**

2. **(A) 5349 Browns Bridge Road | Special Use** | for vehicle repair within GCOD | on 0.60± acre tract located on the southeast side of Browns Bridge Road approximately 170 feet from its intersection with Sherri Drive | Zoned H-B (GCOD); Tax Parcel 08080 002058 | **Proposed Use: Vehicle repair, major** | ** Commission District 2 | **Luis Hermosillo, applicant** **GDOT Coordination Required**

   **(B) 5349 Browns Bridge Road | Variance to section 8.1.2** | Off-street parking requirements | on 0.60± acre tract located on the southeast side of Browns Bridge Road approximately 170 feet from its intersection with Sherri Drive | Zoned H-B (GCOD); Tax Parcel 08080 002058 | **Proposed Use: Vehicle repair, major** | * Commission District 2 | **Luis Hermosillo, applicant** **GDOT Coordination Required**

   **(C) 5349 Browns Bridge Road | Variance to section 6.2** | Gateway Corridor Overlay District (GCOD) | on 0.60± acre tract located on the southeast side of Browns Bridge Road approximately 170 feet from its intersection with Sherri Drive | Zoned H-B (GCOD); Tax Parcel 08080 002058 | **Proposed Use: Vehicle repair, major** | * Commission District 2 | **Luis Hermosillo, applicant** **GDOT Coordination Required**

3. **6000 Swansey Road | Special Use** | for a rural business in AR-1 | on a 1.50± acre tract located on the north side of Swansey Road approximately 1075 feet from its intersection with Circle Four Ranch | Zoned AR-1; Tax Parcel 15048 000168 | **Proposed use: Rural business** | ** Commission District 1 | **Brandon & Kristin Smith, applicant** **GDOT Coordination Not Required**

4. **3625 McEver Road | Special Use |** to amend conditions of zoning | on a 11.10± acre tract located on the east side of McEver road approximately 708 feet from its intersection with Hilldale Road | Zoned PCD (GCOD); Tax Parcel 08032 000006 | **Proposed Use: Outdoor storage and expansion of services** | ** Commission District 4 | **Thomas L. Elliott III, applicant** **GDOT Coordination Required**

5. **(A) 6495 Spout Springs Road | Rezone** | from Agricultural Residential 1 (AR-1) to Highway Business (H-B, GCOD) | on a 3.05± acre portion of a tract located on the east side of Spout Springs Road at its intersection with Elizabeth Lane | Zoned AR-1; Tax Parcel 15047 000002A (pt.) | **Proposed Use: Commercial development** | ** Commission District 1 | **LJA Engineering, applicant** **GDOT Coordination Not Required**

   **(B) 6495 Spout Springs Road | Special Use** | fuel sales in H-B | on a 3.05± acre portion of a tract located on the east side of Spout Springs Road at its intersection with Elizabeth Lane | Zoned AR-1; Tax Parcel 15047 000002A (pt.) | **Propose Use: Fuel sales** | ** Commission District 1 | **LJA Engineering, applicant** **GDOT Coordination Not Required**

   **(C) 6495 Spout Springs Road | Variance to section 6.2 |** Gateway Corridor Overlay District (GCOD) | on a 3.05± acre portion of a tract located on the east side of Spout Springs Road at its intersection with Elizabeth Lane | Zoned AR-1; Tax Parcel 15047 000002A (pt.) | **Proposed Use: Commercial development** | * Commission District 1 | **LJA Engineering, applicant** **GDOT Coordination Not Required**

6. **5691 Woodlin Road | Rezone** | from Agricultural Residential 1 (AR-1) to Agricultural (AG-1) | on a 17.58± acre tract located on the west side of Woodlin Road approximately 806 feet from its intersection with County Line Road | Zoned AR-1; Tax Parcel 15006B000023 | **Proposed Use: Second dwelling | ** Commission District 3 | Michael Rouse, applicant** **GDOT Coordination Not Required**

7. **0 & 3566 Athens Highway | Rezone** | from Agricultural Residential 1 (AR-1) and Suburban Shopping (S-S, GCOD) to Planned Industrial Development (PID, GCOD) | on a combined 38.52± acre tract located on the southwest side of Athens Highway at its intersection with Mangum Road | Zoned AR-1 & S-S (GCOD); Tax Parcels 15014 000167 & 000233 | **Proposed Use: Industrial uses** | ** Commission District 3 | **Simpson Trucking and Grading, Inc., applicant** **GDOT Coordination Required**

8. **6042 Spout Springs Road | Rezone** | from Agricultural Residential 1 (AR-1) to Agricultural (AG-1) | on a 9.70± acre tract located on the west side of Spout Springs Road approximately 1,083 feet from its intersection with Castlegate Drive | Zoned AR-1; Tax Parcel 15046 000026 | **Proposed Use: Second dwelling** | ** Commission District 1 | **Bradley Cox, applicant** **GDOT Coordination Not Required**

9. **6700 & 6702 Yellow Creek Road | Rezone** | from Vacation Cottage (V-C) to Planned Commercial Development (PCD) | on a combined 47.14± acre tract located on the west side of Yellow Creek Road at its intersection with Barkers Bend Drive | Zoned V-C; Tax Parcel 11135 000001 & 000001E | **Proposed Use: Campground and event facility** | ** Commission District 2 | **Koons Environmental Design, Inc. c/o Josh Koons, applicant** **GDOT Coordination Not Required**

10. **3800 Athens Highway | Rezone** | from Planned Commercial Development (PCD) (GCOD) and Planned Commercial Farm District (PCFD) to Planned Industrial Development (PID) (GCOD) | on a 99.24 ± acre tract located on the west side of Athens approximately 1,300 ft from its intersection with Blackstock Road | Zoned PCD (GCOD) and PCFD; Tax Parcel 15013 000003 | **Proposed Use: Industrial uses** | ** Commission District 3 | **Hughes Commercial Real Estate, applicant** **GDOT Coordination Required**

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, May 8, 2025, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, May 8, 2025. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,

**Kaitlyn Elliott**
**Planning Commission Clerk**
**Hall County Community Development and Infrastructure**
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

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Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
**Bill Nash, P.E.**

# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

## MEMORANDUM

**To:** Beth Garmon, Director of Planning and Zoning

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** March 6, 2025

**Subject:** April 7, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the April 7, 2025 meeting. Upon review, we provide the following comments.

**OLD BUSINESS**

**1. 3384 Lee Drive | Variance** | Section 3.2. to reduce the minimum yards | on a 0.14± acre tract located on the west side of Lee Drive approximately 2,785 feet from its intersection with Lanier Islands Parkway | Zoned AR-1; Tax Parcel 08168 000026 **| Proposed Use: To construct a carport & bring existing single-family residence and carport into compliance | *** Commission District 2 **| Nancy Muntean, applicant**

a. **Engineering:** No comment

b. **Traffic:** No comment
c. **Utilities:** No comment

**NEW BUSINESS**

**2. (A) 5349 Browns Bridge Road | Special Use** | for vehicle repair within GCOD | on 0.60± acre tract located on the southeast side of Browns Bridge Road approximately 170 feet from its intersection with Sherri Drive | Zoned H-B (GCOD); Tax Parcel 08080 002058 | **Proposed Use: Vehicle repair, major** | ** Commission District 2 | **Luis Hermosillo, applicant**

**(B) 5349 Browns Bridge Road | Variance to section 8.1.2** | Off-street parking requirements | on 0.60± acre tract located on the southeast side of Browns Bridge Road approximately 170 feet from its intersection with Sherri Drive | Zoned H-B (GCOD); Tax Parcel 08080 002058 | **Proposed Use: Vehicle repair, major** | * Commission District 2 | **Luis Hermosillo, applicant**

**(C) 5349 Browns Bridge Road | Variance to section 6.2** | Gateway Corridor Overlay District (GCOD) | on 0.60± acre tract located on the southeast side of Browns Bridge Road approximately 170 feet from its intersection with Sherri Drive | Zoned H-B (GCOD); Tax Parcel 08080 002058 | **Proposed Use: Vehicle repair, major** | * Commission District 2 | **Luis Hermosillo, 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:** Access will need to be approved by GODT
c. **Utilities:** No comment

3. **6000 Swansey Road | Special Use** | for a rural business in AR-1 | on a 1.50± acre tract located on the north side of Swansey Road approximately 1075 feet from its intersection with Circle Four Ranch | Zoned AR-1; Tax Parcel 15048 000168 | **Proposed use: Rural business** | ** Commission District 1 | **Brandon & Kristin Smith, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** No comment

4. **3625 McEver Road | Special Use |** to amend conditions of zoning | on a 11.10± acre tract located on the east side of McEver road approximately 708 feet from its intersection with Hilldale Road | Zoned PCD (GCOD); Tax Parcel 08032 000006 | **Proposed Use: Outdoor storage and expansion of services** | ** Commission District 4 | **Thomas L. Elliott III, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
c. **Utilities:** No comment

5. **(A) 6495 Spout Springs Road | Rezone** | from Agricultural Residential 1 (AR-1) to Highway Business (H-B, GCOD) | on a 3.05± acre portion of a tract located on the east side of Spout Springs Road at its intersection with Elizabeth Lane | Zoned AR-1; Tax Parcel 15047 000002A (pt.) | **Proposed Use: Commercial development** | ** Commission District 1 | **LJA Engineering, applicant**

**(B) 6495 Spout Springs Road | Special Use** | fuel sales in H-B | on a 3.05± acre portion of a tract located on the east side of Spout Springs Road at its intersection with Elizabeth Lane | Zoned AR-1; Tax Parcel 15047 000002A (pt.) | **Propose Use: Fuel sales** | ** Commission District 1 | **LJA Engineering, applicant**

**(C) 6495 Spout Springs Road | Variance to section 6.2 |** Gateway Corridor Overlay District (GCOD) | on a 3.05± acre portion of a tract located on the east side of Spout Springs Road at its intersection with Elizabeth Lane | Zoned AR-1; Tax Parcel 15047 000002A (pt.) | **Proposed Use: Commercial development** | * Commission District 1 | **LJA Engineering, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream

b. **Traffic:** Proposed Elizabeth Lane access is in the City of Flowery branch. Approval and permit required.
Proposed Spout Springs Road Access will be required to be a right-in/right-out and designed/constructed to GDOT standards.
c. **Utilities:** Hall County sewer available. Sewer connection required.

6. **5691 Woodlin Road | Rezone** | from Agricultural Residential 1 (AR-1) to Agricultural (AG-1) | on a 17.58± acre tract located on the west side of Woodlin Road approximately 806 feet from its intersection with County Line Road | Zoned AR-1; Tax Parcel 15006B000023 | **Proposed Use: Second dwelling** | ** Commission District 3 **| Michael Rouse, applicant**

a. **Engineering:** North Oconee Reservoir Watershed Protection District 150' impervious set back and 100' buffer on both sides of the creek.
b. **Traffic:** No comment
c. **Utilities:** No comment

7. **0 & 3566 Athens Highway | Rezone** | from Agricultural Residential 1 (AR-1) and Suburban Shopping (S-S, GCOD) to Planned Industrial Development (PID, GCOD) | on a combined 38.52± acre tract located on the southwest side of Athens Highway at its intersection with Mangum Road | Zoned AR-1 & S-S (GCOD); Tax Parcels 15014 000167 & 000233 | **Proposed Use: Industrial uses** | ** Commission District 3 | **Simpson Trucking and Grading, Inc., applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** GDOT access permit required
c. **Utilities:** No comment

8. **6042 Spout Springs Road | Rezone** | from Agricultural Residential 1 (AR-1) to Agricultural (AG-1) | on a 9.70± acre tract located on the west side of Spout Springs Road approximately 1,083 feet from its intersection with Castlegate Drive | Zoned AR-1; Tax Parcel 15046 000026 | **Proposed Use: Second dwelling** | ** Commission District 1 | **Bradley Cox, applicant**

a. **Engineering:** Show stream buffer and impervious setback from wrested vegetation not centerline of stream

b. **Traffic:** No comment
c. **Utilities:** No comment

9. **6700 & 6702 Yellow Creek Road | Rezone** | from Vacation Cottage (V-C) to Planned Commercial Development (PCD) | on a combined 47.14± acre tract located on the west side of Yellow Creek Road at its intersection with Barkers Bend Drive | Zoned V-C; Tax Parcel 11135

000001 & 000001E | **Proposed Use: Campground and event facility** | ** Commission District 2 | **Koons Environmental Design, Inc. c/o Josh Koons, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
b. **Traffic:** Access will need to meet Hall County standards
c. **Utilities:** No comment

10. **3800 Athens Highway | Rezone** | from Planned Commercial Development (PCD) (GCOD) and Planned Commercial Farm District (PCFD) to Planned Industrial Development (PID) (GCOD) | on a 99.24 ± acre tract located on the west side of Athens approximately 1,300 ft from its intersection with Blackstock Road | Zoned PCD (GCOD) and PCFD; Tax Parcel 15013 000003 | **Proposed Use: Industrial uses** | ** Commission District 3 | **Hughes Commercial Real Estate, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream
Show FEMA and Hall County studied Flood plains that are present on site.
b. **Traffic:** Existing access will need to be approved by GDOT
c. **Utilities:** No comment

## Kaitlyn Elliott (Planning)

**From:** John Hornick (Fire Services)
**Sent:** Thursday, February 27, 2025 3:43 PM
**To:** Beth Garmon (CDI: Planning)
**Cc:** Kaitlyn Elliott (Planning)
**Subject:** Fire Comment

**Monday, April 7, 2025** Hall County Planning Commission Meeting

1. **3625 McEver Road | Special Use |** to amend conditions of zoning | on a 11.10± acre tract located on the east side of McEver road approximately 708 feet from its intersection with Hilldale Road | Zoned PCD (GCOD); Tax Parcel 08032 000006 | **Proposed Use: Outdoor storage and expansion of services** | ** Commission District 4 | **Thomas L. Elliott III, applicant**

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

**John Hornick, NPQ Fire Service Plans Examiner 1**
**Lieutenant, Hall County Fire Rescue**
**Hall County Government**
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org

Apr 8, 2025 10:56:13
3637 Pleasant Hill Road
Gainesville
Hall County
Georgia

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
*We have it all in Hall*

## PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

**The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.**

**The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.**

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

**THE ZONING SIGN MUST BE POSTED NO EARLIER THAN FEB 28, 2025 AND NO LATER THAN MAR 9, 2025.**

**THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN MAR 9, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.**

**Failure to comply will result in a delay of the application.**

---

## AFFIDAVIT

**By my signature, I,** Thomas L. Elliott III (Please Print Name)**, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** MARCH 8, 2025 (Date) **for** HZCU25-0010 (Name application filed as).

**Signature** Thomas L Elliott III

(The original document is required)

Revised September 2021