



WHITE COUNTY BOARD OF COMMISSIONERS

TUESDAY, JULY 16, 2024 AT 1:30 P.M.

CALLED MEETING

AGENDA

1. Call to Order.
2. Consider adoption of Resolution No. 2024-13 approving the revised 2024 SPLOST (Special Purpose Local Option Sales Tax) Intergovernmental Agreement (IGA) and authorizing the Chairman to execute the IGA on behalf of the County and adoption of County Resolution No. 2024-14 issuing the call for an election to continue this County Special Purpose Local Option Sales Tax (SPLOST).
3. Consider approval of an agreement with Rochester & Associates for consulting services.
4. Consider entering into Executive Session in order to discuss matters of litigation and personnel.
5. Adjourn.

RESOLUTION NO. 2024-_____

Resolution Approving a SPLOST Intergovernmental Agreement and
Authorizing the Chairman to Execute the Agreement on Behalf of the County

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WHITE COUNTY, GEORGIA APPROVING AND AUTHORIZING EXECUTION, BY THE CHAIRMAN OF THE WHITE COUNTY BOARD OF COMMISSIONERS, OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY AND CERTAIN MUNICIPALITIES OF WHITE COUNTY CONCERNING A COUNTY ONE PERCENT SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX ENACTED PURSUANT TO O.C.G.A. § 48-8-110 ET SEQ.; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 48-8-110 et seq. authorizes the imposition of a one percent county special purpose local option sales and use tax (SPLOST) for the purposes inter alia of financing capital outlay projects to be owned or operated by the County and one or more municipalities; and

WHEREAS, White County, Georgia, the Municipality of Cleveland, Georgia, and the Municipality of Helen, Georgia desire to utilize the proceeds of a SPLOST for one or more of the purposes authorized under O.C.G.A. § 48-8-111 (a)(1).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of White County, Georgia as follows:

SECTION 1.

The attached intergovernmental agreement addressing the disbursement of SPLOST proceeds among White County, the Municipality of Cleveland, and the Municipality of Helen and other related matters is hereby approved.

SECTION 2.

The Chairman of the White County Board of Commissioners is authorized to execute the intergovernmental agreement on behalf of the Board of Commissioners of White County, Georgia and affix the seal of the County thereto.

SECTION 3.

All resolutions, or parts of resolutions, in conflict herewith are repealed.

This the _____ day of July, 2024.

WHITE COUNTY, GEORGIA

By: _____

Travis C. Turner, Chairman

ATTEST: _____

Clerk

STATE OF GEORGIA
COUNTY OF WHITE

**INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2024
SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS**

THIS AGREEMENT is made and entered this the ____ day of July, 2024 by and between White County, a political subdivision of the State of Georgia (the “County”), and the City of Cleveland and the City of Helen, municipal corporations of the State of Georgia (the “Municipalities”, individually and collectively).

WITNESSETH:

WHEREAS, O.C.G.A. § 48-8-110 et seq. (the “Act”), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the “SPLOST”) for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 18 day of December, 2023 in conformance with the requirements of O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and the Municipalities have negotiated a division of the Special Purpose Local Option Sales Tax proceeds as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

SECTION 1. REPRESENTATIONS AND MUTUAL COVENANTS

(A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
- (ii) The governing authority of the County is duly authorized to execute, deliver, and perform this Agreement; and
- (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 5th day of November, 2024 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of White County for a period of 24 quarters, commencing on the 1st day of October, 2026, to raise an estimated \$56,733,783 to be used for funding the projects specified in Exhibit A attached hereto.

(B) Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) Each Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia;
- (ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;
- (iv) Each Municipality is a qualified municipality as defined in O.C.G.A. §48-8-110 (4); and
- (v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

(C) It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. § 48-8-110 *et seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 *et seq.*

(D) The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping, and installation of the projects specified in Exhibit A of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement.

(E) The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).

(F) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective county or municipality as required fulfilling the terms of this Agreement.

SECTION 2. CONDITIONS PRECEDENT

(A) The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111 (a).

(B) This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e).

(C) This Agreement is further conditioned upon the collecting of the SPLOST revenues by the state revenue commissioner and transferring same to the County.

SECTION 3. EFFECTIVE DATE AND TERM OF THE TAX

The SPLOST, subject to approval in an election to be held on November 5, 2024, shall continue for a period of *24 quarters or 6 years* with collections beginning on October 1, 2026 [*date the state revenue commissioner specifies as the collection start date*].

SECTION 4. EFFECTIVE DATE AND TERM OF THIS AGREEMENT

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (A) The official declaration of the failure of the election described in this Agreement.
- (B) The expenditure by the County and all the Municipalities of the last dollar of money collected from the Special Purpose Local Option Sales Tax after the expiration of the Special Purpose Local Option Sales Tax; or
- (C) The completion of all projects described in Exhibit A.

SECTION 5. COUNTY SPLOST FUND; SEPARATE ACCOUNTS; NO COMMINGLING

(A) A special fund or account shall be created by the County and designated as the 2024 White County Special Purpose Local Option Sales Tax Fund (“SPLOST Fund”). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.

(B) Each Municipality shall create a special fund to be designated as the 2024 Cleveland Special Purpose Local Option Sales Tax Fund and the 2024 Helen Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

(C) All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

SECTION 6. PROCEDURE FOR DISBURSEMENT OF SPLOST PROCEEDS

(A) Upon receipt by the County of SPLOST proceeds collected by the state department of revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the County capital outlay projects listed in Exhibit A and as provided in Paragraph B of this Section.

(B) The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall within 10 business days disburse the SPLOST proceeds due to each Municipality according to the schedule in Exhibit A. The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.

(C) Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality’s share of the funds subsequent to dissolution shall be paid to the County as part of the County’s share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality’s share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

SECTION 7. PROJECTS

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A which is attached hereto and made part of this Agreement.

SECTION 8. PRIORITY AND ORDER OF PROJECT FUNDING

Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit A of this Agreement. Except as provided in Paragraph B and Paragraph C of Section 9 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties to this Agreement.

SECTION 9. COMPLETION OF PROJECTS

(A) The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts.

(B) If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the County may apply the remaining unexpended funds to any other county project in Exhibit A.

(C) If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit A.

(D) The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five years after the termination of the SPLOST. Any SPLOST proceeds held by a County or Municipality at the end of the five year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).

SECTION 10. CERTIFICATE OF COMPLETION

Within thirty (30) days after the acquisition, construction or installation of a municipal project listed in Exhibit A is completed, the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed, and the final cost of the project.

SECTION 11. EXPENSES

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the Municipalities' share of such costs out of SPLOST proceeds deposited in the SPLOST Fund.

SECTION 12. AUDITS

(A) During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121 (a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

(B) Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

SECTION 13. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

White County Board of
Commissioners
1235 Helen Hwy
Cleveland, GA 30528

City of Cleveland, Mayor
85 South Main Street
Cleveland, GA 30528

City of Helen, Mayor
25 Alpenrosen Strasse
Helen, GA 30545

Section 14. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the Special Purpose Local Option Sales Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

Section 15. Amendments

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

Section 16. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 17. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

SECTION 18. COMPLIANCE WITH LAW

The County and the Municipalities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

Section 19. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 20. Counterparts

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

Section 21. Mediation

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

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

COUNTY OF WHITE, GEORGIA

By: _____ ATTEST: _____

Travis Turner, Chair

Clerk

(Seal)

MUNICIPALITY OF CLEVELAND, GEORGIA

By: _____ ATTEST: _____

Josh Turner, Mayor

Clerk

(Seal)

MUNICIPALITY OF HELEN, GEORGIA

By: _____ ATTEST: _____

Steve Fowler, Mayor

Clerk

(Seal)

Exhibit A

2026 SPLOST Revenue Estimate		
City of Cleveland	\$ 11,346,757	20%
City of Helen	\$ 11,346,757	20%
Unincorporated County	\$ 34,040,269	60%
White County Total	\$ 56,733,783	100%

2026 White County SPLOST Project List

Distribution of Proceeds: All projects have equal priority and shall receive a pro rata allocation of SPLOST proceeds on a monthly basis in accordance with the table below:

Project	County/ Municipality	Estimated Cost	% Distribution
WHITE COUNTY PROJECTS			
Governmental Facilities, Vehicles, Infrastructure Equipment, and loan or lease repayments	WHITE COUNTY	\$ 15,000,000	44.07%
Roads, Bridges, and Sidewalks: including Facilities, Vehicles and Equipment and Signage	WHITE COUNTY	\$ 8,500,000	24.97%
911, Fire-EMS Equipment, Facilities, and Vehicles	WHITE COUNTY	\$ 3,540,270	10.40%
Parks and Recreation Equipment, Facilities, and Vehicles	WHITE COUNTY	\$ 2,000,000	5.88%
Sherriff's Department Equipment, Facilities, and Vehicles	WHITE COUNTY	\$ 5,000,000	14.69%
TOTAL ESTIMATE OF WHITE COUNTY SPLOST PROJECTS	WHITE COUNTY	\$ 34,040,269	100.00%

2026 City of Cleveland SPLOST Project List

Distribution of Proceeds: All projects have equal priority and shall receive a pro rata allocation of SPLOST proceeds on a monthly basis in accordance with the table below:

Project	County/Municipality	Estimated Cost	% Distribution
CITY OF CLEVELAND PROJECTS			
Governmental Facilities, Vehicles, Infrastructure Equipment	CITY OF CLEVELAND	\$ 4,096,757	36.11%
Roads, Bridges, and Sidewalks: including Facilities, Vehicles and Equipment and Signage	CITY OF CLEVELAND	\$ 2,000,000	17.63%
Public Safety Equipment, Facilities, and Vehicles	CITY OF CLEVELAND	\$ 2,000,000	17.63%
Parks and Recreation Equipment, Facilities, and Vehicles	CITY OF CLEVELAND	\$ 250,000	2.20%
Water and Sewer Facilities, Vehicles, Infrastructure and Equipment	CITY OF CLEVELAND	\$ 3,000,000	26.44%
TOTAL ESTIMATE OF CITY OF CLEVELAND SPLOST PROJECTS	CITY OF CLEVELAND	\$11,346,757	100.00%

Exhibit A (continued)

2026 City of Helen SPLOST Project List

Distribution of Proceeds: All projects have equal priority and shall receive a pro rata allocation of SPLOST proceeds on a monthly basis in accordance with the table below:

Project	County/ Municipality	Estimated Cost	% Distribution
City of Helen			
Water /Wastewater Improvements including Equipment and Vehicles, Resurfacing and Repairs	CITY OF HELEN	\$ 3,000,000	26.42%
Roads, Street, Bridges, and Sidewalks Projects: including Equipment and Vehicles, Resurfacing and Repairs	CITY OF HELEN	\$ 3,075,000	27.10%
Acquisition and/or Capital Improvement of Public Infrastructure, Parks and Public Recreation Areas Including: Administration, Cultural, Recreational, or Public Safety Facilities or Vehicles	CITY OF HELEN	\$ 4,671,757	41.19%
Administration Equipment, Facilities, and Vehicles	CITY OF HELEN	\$ 600,000	5.29%
TOTAL ESTIMATE OF CITY OF HELEN SPLOST PROJECTS	CITY OF HELEN	\$ 11,346,757	100.00%

RESOLUTION NO. 2024-_____

Resolution Calling for an Election to Impose
a County Special Purpose Local Option Sales Tax

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WHITE COUNTY, GEORGIA IMPOSING A COUNTY ONE PERCENT SALES AND USE TAX AS AUTHORIZED BY PART 1 OF ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE FACILITIES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; REQUESTING THE ELECTION SUPERINTENDENT TO CALL AN ELECTION OF THE VOTERS OF WHITE COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated. (the "Act") authorizes the imposition of a county one percent sales and use tax (the "SPLOST") for the purpose, inter alia, of financing certain capital outlay projects which include those set forth herein; and

WHEREAS, the Board of Commissioners of White County, Georgia (the "Board of Commissioners") has determined that it is in the best interest of the citizens of White County, Georgia (the "County") that a one percent SPLOST be imposed in a special district within the County to raise approximately \$56,733,783 for the purpose of funding capital outlay projects (the "Projects"); and

WHEREAS, the Board of Commissioners delivered a written notice (the "Notice") to the mayor in each municipality located within the County regarding the imposition of the SPLOST; and

WHEREAS, the Notice contained the date, time, place, and purpose of a meeting at which designated representatives of the County and the City of Cleveland, and the City of Helen ("the Municipalities") met and discussed the possible projects for inclusion in the referendum, including municipally owned and operated projects; and

WHEREAS, the Notice was delivered or mailed at least 10 days prior to the date of the meeting, and the meeting was held at least 30 days prior to the issuance of a call for the referendum; and

WHEREAS, the County has entered into an intergovernmental agreement with the Municipalities that are party to the Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of White County, Georgia as follows:

(A) Assuming the question of imposing a County SPLOST is approved by the voters of the special district in the election hereinafter referred to, the SPLOST shall be imposed for the term, purposes and costs as follows:

1. In order to finance the Projects described herein, a SPLOST in the amount of one percent (1%) on all sales and uses in the County is hereby authorized to be levied and collected within the special district created in the County as provided in the Act.

2. The proceeds of such tax are to be used to fund the Projects. The Projects consist of “County Projects” and “Municipal Projects.” The County Projects, the Municipal Projects, and the Estimated Costs are set forth below:

County Projects Estimated Costs: \$34,040,269

Municipal Projects Estimated Costs: \$22,693,514

3. The SPLOST is to be imposed for a period of six (6) years.

(B) Call for the Election; Ballot Form; Notice.

1. The election superintendent of White County is hereby requested to call an election in all voting precincts in the County on the 5th day of November, 2024, for the purpose of submitting to the qualified voters of the County the question set forth in paragraph 2, below.
2. The ballots to be used in the election shall have written or printed thereon substantially the following:

“() Yes Shall a special one percent sales and use tax be imposed in the special district of White County for a period of time not to exceed six (6) years and for the raising of an estimated amount of \$56,733,783 for the purpose of:

() No (1) funding governmental facilities, vehicles, infrastructure, equipment, and loan or lease repayments, roads, bridges and sidewalks facilities, vehicles, equipment and signage, 911, Fire-EMS equipment, facilities and vehicles, parks and recreation equipment, facilities and vehicles, Sherriff’s Department equipment, facilities and vehicles, for White County;

(2) for funding governmental facilities, vehicles, infrastructure and equipment, roads, bridges and sidewalks including facilities, vehicles, equipment and signage, public safety equipment, facilities and vehicles, parks and recreation equipment, facilities and vehicles, water and sewer facilities, vehicles, infrastructure and equipment for the Municipality of Cleveland; and,

(3) for water/wastewater improvements including equipment, vehicles, resurfacing and repairs, roads, streets, bridges and sidewalks projects, including equipment, vehicles, resurfacing and repairs, acquisition and/or capital improvement of public infrastructure, parks and public recreation areas including administration, cultural, recreational or public safety facilities or vehicles, administration equipment, facilities and vehicles for the Municipality of Helen?”

3. It is hereby requested that the election be held by the election superintendent of White County in accordance with the election laws of the State of Georgia, including, without limitation, the election laws relating to special elections. It is hereby further requested that the election superintendent of White County canvass the returns, declare the result of the election, and certify the result to the Secretary of State and to the state revenue commissioner.

4. The election superintendent of White County is hereby authorized and requested to publish a notice of the election as required by law in the newspaper in which sheriff's advertisements for the County are published once a week for four weeks immediately preceding the date of the election. The notice of the election shall be in substantially the form attached hereto as Exhibit "A".
- (C) The clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of the resolution to the election superintendent of White County, with a request that the election superintendent of White County issue the call for an election.
- (D) The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of SPLOST.
- (E) The Resolution shall take effect immediately upon its adoption.

This the _____ day of July, 2024.

WHITE COUNTY, GEORGIA

By: _____

Travis Turner, Chairman

ATTEST: _____

Clerk

Exhibit "A"

NOTICE OF CALL FOR SPECIAL ELECTION
TO THE QUALIFIED VOTERS OF WHITE COUNTY, GEORGIA

NOTICE IS HEREBY GIVEN that on the 5th day of November, 2024, an election will be held at the regular polling places in all the election districts of White County, Georgia ("the County"), at which time there will be submitted to the qualified voters of the county for their determination the question of whether a one percent county special purpose local option sales and use tax (the "SPLOST") shall be imposed on all sales and uses in the special district created in the County for a period of 6 years for the raising of approximately \$56,733,783 for the purpose of funding capital outlay projects ("the Projects") specified in the form of the ballot set forth below.

Shall a special one percent sales and use tax be imposed in the special district of White County for a period of time not to exceed six (6) years and for the raising of an estimated amount of \$56,733,783 for the purpose of:

- Yes
- (1) funding governmental facilities, vehicles, infrastructure, equipment, and loan or lease repayments, roads, bridges and sidewalks facilities, vehicles, equipment and signage, 911, Fire-EMS equipment, facilities and vehicles, parks and recreation equipment, facilities and vehicles, Sherriff's Department equipment, facilities and vehicles, for White County;
- No
- (2) for funding governmental facilities, vehicles, infrastructure and equipment, roads, bridges and sidewalks including facilities, vehicles, equipment and signage, public safety equipment, facilities and vehicles, parks and recreation equipment, facilities and vehicles, water and sewer facilities, vehicles, infrastructure and equipment for the Municipality of Cleveland; and,
- (3) for water/wastewater improvements including equipment, vehicles, resurfacing and repairs, roads, streets, bridges and sidewalks projects, including equipment, vehicles, resurfacing and repairs, acquisition and/or capital improvement of public infrastructure, parks and public recreation areas including administration, cultural, recreational or public safety facilities or vehicles, administration equipment, facilities and vehicles for the Municipality of Helen?"



March 5, 2024

Via: bpittard@barrowga.org

Mr. Billy Pittard
County Manager
White County Board of Commissioners
1235 Helen Highway
Cleveland GA, 30528

Re: On-Call Service Agreement: FY2025 Budget review & TSPLOST Consulting Services

Location White County, Georgia

Dear Mr. Pittard:

Rochester and Associates, LLC (ROCHESTER) is pleased to submit the following proposal for professional services for the above-referenced project. As creative problem solvers, and fellow stewards of the public trust, we collaborate daily with local government partners to support dozens of local projects from Georgia offices in Gainesville and Fayetteville.

Effective management of Capital Improvement Program (CIP) project(s) is both an art and a science. The success of each project in a Program requires having and communicating up-to-date costs, schedule, and construction progress throughout the entire process. ROCHESTER serves as your independent advocate at every stage of the planning, design, and construction process so that you receive maximum value for each capital investment. We specialize in the planning and delivery of SPLOST and TSPLOST projects to leverage local dollars and reduce the risk of exposure to costly change orders, delays, and disputes.

ROCHESTER has the technical skills needed for the successful implementation of White County's capital and SPLOST program. We have a demonstrated history of effective collaboration with staff, elected officials, and the community. This proposal briefly discusses our understanding of the scope of work and an hourly budget of fees for these services.

SCOPE OF SERVICES

SERVICES – All services provided by ROCHESTER shall be under the direct supervision of the County Manager. ROCHESTER, acting as the Program Manager (PM), may provide Additional Services not specifically listed below only at the written request of the County Manager (referenced as "Client"). The PM's chief role is to serve as a trusted advisor and an extension of County staff. The PM serves a supporting role to facilitate the development of the next SPLOST program and efficient management of the current capital projects. Our team has the experience to help support your staff and projects through the planning, design, construction, and completion phases to ensure the County's SPLOST program is successfully executed.

Planning for Transportation Special Purpose Local Option Sales Tax (TSPLOST) 2025.

The comprehensive on-going nature of this Agreement allows the County Manager flexibility to assign the ROCHESTER team roles and specific assignments as a temporary extension of the client's staff, providing additional capacity as needed.

These services include:

1.0 PLANNING FOR TSPLOST 2025

- **Delineation of important dates and events** leading up to the formation of the next TSPLOST program.
- **Intergovernmental agreements:** Monitoring the progress and preparation of the necessary resolutions and intergovernmental agreements for legal review.
- **Advertising schedule:** Monitoring the progress and implementation of the election board advertising schedule.
- **Revenue estimates:** Preparation of a range of revenue estimates for consideration by management.
- **Project list:** Collaborated with Management, Senior Staff and Department Directors for review of the capital plan to prepare the TSPLOST 2025 project list for approval by the Board of Commissioners.
- **Scope of Projects:** Determine the goals and scope of the individual transportation projects.
- **Validation of cost estimates** for projects to be included in the TSPLOST resolution and IGA.
- **Referendum language:** Preparation of final project list for inclusion in the referendum language presented to voters.
- **Coordination of preparation of educational materials** for dissemination to the public prior to the vote on November 5, 2024.
- **Determine the specific types of projects that** will be included in the County's list of transportation projects.
- **Do's and don'ts:** Prepare the do's and don'ts of TSPLOST education program to contrast public information and education versus the promotional campaign.
- **Educational Program:** Participate in the development of on-line educational material for display on the County website and public presentation.

2.0 BUDGET DEVELOPMENT PROPOSAL

This further proposes that Rochester will provide assist the White County Manager and Finance Department to prepare the White County's Fiscal Year 2025 proposed budget, to assist in the preparation of a realistic and rational budget for the White County Commissioners consideration and vote in June 2024. The Rochester consultant's work will include assisting the Finance Department, County Manager's Office, and the County Commission with gathering relevant data and developing strategies to balance the fiscal year 2025 budgets. ROCHESTER, through the work of Phil Sutton, Program Manager, and Rose Kisaalita will work with White County Manager's office to prepare the proposed budget to be presented to the White County Commission for approval.

3.0 ADDITIONAL SERVICES

Additional Items – If authorized in writing by the Client, the Consultant shall furnish or obtain from other additional sources, such items as: Grant writing and administration, design services, survey services, soil testing and quantities, flood plain investigations, construction phase services, and other studies which shall be paid for by the Client at an agreed upon price. The hourly rates for the engineering and surveying services are included herein.

4.0 COMPENSATION

COMPENSATION FOR SERVICES - The Consultant shall be paid monthly at their hourly rates shown on Exhibit A and for reimbursable expenses. The estimate fee for the services, outlined below, is an estimate of fees, set forth under the Scope of Services, for a “not to exceed” monthly period. The below estimate is set for a period of 12 months, and any services performed after this period are subject to change.

	Scope of Services	\$ 9,500.00	Monthly Hours Not to Exceed
1.0	Planning for TSPLOST 2025		Hourly
2.0	Budget Development Proposal		Hourly
3.0	Additional Services		Hourly

ADDITIONAL SERVICES - HOURLY RATES
 For Hourly Rates see the attached EXHIBIT A

ROCHESTER will gain prior approval from the client, if it appears that the contracted hourly estimate will be exceeded in any given month.

EXCLUSIONS AND BASE TERMS:

1. This proposal anticipates a variety of governmental actions beyond the ability of Rochester to control. Reasonable effort and care will be made to secure such approvals, but no guarantees of specific outcomes can be made.
2. The pricing shown hereon is based on the Client’s anticipated scope of work. If additional services are involved, our fees may need to be adjusted.
3. This proposal is valid for 60 days from the date shown hereon. The hourly rates shown are subject to change after December 31, 2024.
4. Grant preparation, writing services, or administration are not included.
5. No onsite inspections or inspection reports are included in this proposal except for those described herein.
6. No design or survey services are included in this proposal. However, these services can be provided at additional fees, upon request.

We appreciate the opportunity to assist you with this project. The Terms and Conditions for Professional Services are as previously approved by ROCHESTER and Client. The return of this letter along with the completed Proposal Acceptance will constitute our Agreement to perform these services and will be considered as our Notice to Proceed. Our proposal is valid for 60 days from the date on page one. If you have any questions, please contact Phil Sutton at (770) 540-6164.

Sincerely,
Rochester and Associates, LLC



Lee Phillips
 Senior Vice President
jlphillips@rochester-assoc.com

Exhibit A

SCHEDULE OF RATES

Hourly Rates:

Entitlement Specialist	385.00 per hour
Principal	260.00 per hour
Project Director	225.00 per hour
Director of Development Strategies	215.00 per hour
Senior Project Manager	200.00 per hour
Senior Surveyor	185.00 per hour
Senior Engineer	185.00 per hour
Senior GIS Enterprise Administrator	185.00 per hour
Senior Landscape Architect	185.00 per hour
Project Manager	185.00 per hour
Senior Designer	165.00 per hour
Project Surveyor	165.00 per hour
Project Engineer	165.00 per hour
Project GIS Developer	165.00 per hour
Project Landscape Architect	165.00 per hour
Senior Accountant	155.00 per hour
Project Designer	145.00 per hour
Staff Surveyor	145.00 per hour
Staff Engineer	145.00 per hour
Staff GIS Analyst	145.00 per hour
Staff Project Manager	145.00 per hour
Staff Landscape Architect	145.00 per hour
Staff Designer	135.00 per hour
CADD Technician	120.00 per hour
GIS Technician	120.00 per hour
Two Person Crew (GPS/RTK)	225.00 per hour
One Person Crew (GPS/RTK)	215.00 per hour
Four Person Field Crew	225.00 per hour
Three Person Field Crew	200.00 per hour
Two Person Field Crew	185.00 per hour
One Person Field Crew	160.00 per hour
Field Technician	100.00 per hour
Clerical	90.00 per hour

Hourly rate schedule is subject to adjustment on December 31, 2024.

Reimbursable Expenses:

All reimbursable expenses, including, but not limited to, mileage, courier, photography, special equipment and materials, plan review fees and out of town travel will be invoiced at cost plus 15%. The cost of any fees to comply with special insurance requirements will be invoiced at cost plus 15%. Any progress prints, county review drawings, permit drawings or prints for other than in-house use of Rochester & Associates, LLC. shall be billed at \$0.30 per square foot for black line copies.

EXHIBIT B

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Terms and Conditions, together with ROCHESTER's Proposal, make up the Agreement between Rochester and you, the Client. ***Before countersigning the Proposal, be sure you read and understand the paragraphs entitled Indemnification and Limitation of Liability, which deal with the allocation of risk between you and ROCHESTER.***

1. Services. ROCHESTER will perform the services set forth in its Proposal and any amendments or change orders signed by both parties. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in ROCHESTER's costs, including expert witness services and unanticipated meetings will be the subject of a negotiated amendment or change order. Additional Services are not included as part of the Basic Services in the Proposal and shall be paid for by you in addition to payment for Basic Services, in accordance with ROCHESTER's prevailing fee schedule, or as agreed to by ROCHESTER and you.

2. Standard of Care. ROCHESTER will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. ROCHESTER makes no warranty, express or implied, as to its professional services rendered under this Agreement. You will promptly notify ROCHESTER with reasonable specificity of any deficiencies or suspected deficiencies in the services of which you become aware, so that ROCHESTER may take measures to minimize the consequences of such a deficiency. Failure to notify ROCHESTER shall relieve us of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. You acknowledge that the services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental and geotechnical conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. ROCHESTER therefore cannot guaranty specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

3. Payment. Except as otherwise stated in the Proposal, you will compensate ROCHESTER for the services at its standard rates, reimburse its expenses, and pay any sales or similar taxes thereon. ROCHESTER will submit invoices periodically, and payment will be due upon receipt of the invoice and considered past due after 30 days. If you dispute any portion of an invoice, you will notify ROCHESTER in writing with specificity within 10 days and pay the undisputed portion within 30 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate, which shall be calculated from the invoice due date. ROCHESTER may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project, and you will pay for all services through termination, plus termination costs. You will reimburse ROCHESTER's costs of collecting overdue invoices, including reasonable attorneys' fees, and reasonable staff costs at standard billing rates for ROCHESTER's time spent in efforts to collect. Payment of invoices shall not be subject to any discounts or set-offs by you, unless agreed to in writing by ROCHESTER.

4. Client's Responsibilities. You will designate to ROCHESTER in writing a person to act as your representative who is authorized to receive notices transmit information and make decisions regarding the Project. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If included in the Proposal, ROCHESTER shall assist you in applying for those permits and approvals normally required by law for similar projects. This assistance shall consist of completing and submitting forms to the appropriate

regulatory agencies. You will provide ROCHESTER with all documents and other information that are pertinent to the services and are reasonably available to you, including information related to hazardous materials or other environmental or geotechnical conditions at the site. Before ROCHESTER performs any subsurface activities, you will provide it with all plans and other information available to you concerning underground services, conduits, pipes, tanks and other facilities and obstructions at the site. Unless otherwise indicated in writing, ROCHESTER will be entitled to rely upon the accuracy and completeness of the documents and information you provide.

5. Right of Entry. You grant ROCHESTER and its subcontractors permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for ROCHESTER to enter the site and perform the services, and you will provide reasonable verification on request.

6. Site Restoration. Although ROCHESTER will act to limit damage to landscaping, paving, systems and structures at the site, you acknowledge that some damage may occur even with the exercise of due care, and you agree to compensate ROCHESTER for any restoration it is asked to perform unless otherwise indicated in the Proposal.

7. Underground Facilities. ROCHESTER will not be liable for any damage to underground services or structures not accurately identified in such plans and information, and you agree to indemnify, defend and hold harmless ROCHESTER against all liabilities and costs arising out of such damage and its repair, except to the extent caused by ROCHESTER's negligence.

8. Adverse Conditions. Adverse field conditions which include, but are not limited to, items such as limited access, extremely dense vegetation, subsurface conditions, storm damaged property, swampy conditions, existing utilities, irate property owners, restricted hours of operation or other field conditions beyond ROCHESTER'S control may require an increase in the project schedule and fees. ROCHESTER will immediately inform the Client in writing when we encounter such conditions. Client and ROCHESTER will agree in writing to any changes in scope and fee before proceeding with the project.

9. Limits on ROCHESTER'S Responsibility. ROCHESTER will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. ROCHESTER will not supervise, direct or have control over or the authority to stop any contractor's work, nor shall ROCHESTER's professional activities nor the presence of ROCHESTER or its employees and subcontractors be construed to imply that ROCHESTER has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. In addition, if the delays resulting from any such causes increase the cost or time required by ROCHESTER to perform its services in an orderly and efficient manner, ROCHESTER shall be entitled to an equitable adjustment in schedule and/or compensation. ROCHESTER shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of ROCHESTER, increase ROCHESTER's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

10. Changed Conditions. You recognize the uncertainties related to surveying and engineering services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, ROCHESTER will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof. In the event of emergency, ROCHESTER may take immediate steps to protect public health, safety and the environment, and will be equitably compensated therefor. You agree that you, ROCHESTER and ROCHESTER's consultants shall be indemnified by the contractor(s) and shall be made additional insureds under the contractor(s) policies of general liability insurance. Any opinions by ROCHESTER of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guaranty that actual costs will be consistent with the estimates. You agree that ROCHESTER is not responsible for damages arising directly or indirectly from any delays for causes beyond ROCHESTER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by you or your contractors or consultants; or discovery of any hazardous substances or differing site conditions.

11. Documents and Information. All reports, drawings, specifications, computer files, data, calculations, work papers and other documents or instruments prepared or furnished by ROCHESTER are instruments of service and will remain ROCHESTER's property. ROCHESTER shall retain all common law, statutory and other reserved rights, including the copyright thereto. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to ROCHESTER. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and you agree to indemnify and defend ROCHESTER against any liabilities resulting therefrom. Any technology, methodology or technical information learned or developed by ROCHESTER will remain its property.

12. Confidentiality; Subpoenas. Information about this Agreement and ROCHESTER's services, and information you provide to ROCHESTER regarding your business and the site, will be maintained in confidence and will not be disclosed to others without your consent, except as ROCHESTER reasonably believes is necessary (a) to perform its services, (b) to comply with professional standards to protect public health, safety and the environment, and (c) to comply with laws and court orders. ROCHESTER will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties without a breach of duty will not be considered confidential. You will reimburse ROCHESTER for responding to any subpoena or governmental inquiry or audit related to the services, at ROCHESTER's standard rates then in effect. You agree that the technical methods, design details, techniques and pricing data contained in any material submitted by ROCHESTER pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of ROCHESTER.

13. Indemnification. In addition, and notwithstanding any other provisions of this Agreement, you agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless ROCHESTER, its officers, directors, employees and consultants against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by ROCHESTER.

14. Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither you nor ROCHESTER, their respective officers, directors, partners, employees, contractors or consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both you and ROCHESTER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Miscellaneous. This Agreement shall be governed by Georgia law. Any legal action between you and ROCHESTER arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Hall County, Georgia. All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by you. These Terms and Conditions shall govern over any inconsistent terms in the Proposal. If these Terms and Conditions have been provided to you, your verbal authorization to commence services constitutes your acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party. Headings in these Terms and Conditions are for convenience only and do not form a part of the Agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties. It is intended by the parties to this Agreement that ROCHESTER's services in connection with the Project shall not subject ROCHESTER's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by electronic mail; facsimile; registered, certified, express or regular U.S. mail.

16. Termination of Contract. The Client may terminate this Agreement at any time by giving written notice via certified mail specifying the effective date of such termination. The Consultant shall cease work immediately upon receipt of the request to terminate the Agreement and shall send an invoice for said work along with written documentation of the work completed to date. Likewise, the Consultant may terminate the Agreement in like manner and shall be entitled to payment for that portion of work completed prior to the cancellation date.