



LUMPKIN COUNTY
Board of Commissioners
Work Session II Agenda
Commissioners Boardroom

January 19, 2021
5:30 P.M.

- **CALL TO ORDER** Chairman Dockery
- **PRESENTATIONS**
 1. Certificates of Appreciation - Poll Workers *Regular Meeting*
- **CONSIDERATION OF MINUTES**
 2. Board of Commissioners - Work Session - Dec 1, 2020 4:00 PM
 3. Board of Commissioners - Work Session II - Dec 15, 2020 5:30 PM
 4. Board of Commissioners - Regular Meeting - Dec 15, 2020 6:00 PM
 5. Board of Commissioners - Special Called Work Session - Dec 21, 2020 9:00 AM
- **RESOLUTIONS**
 6. 2021 - 01 - Resolution Authorizing Approval/Disapproval of Claims for Refunds of Ad Valorem Property Taxes *(Tax Commissioner Mike Young)*
 7. 2021 - 02 - Authorize Tax Commissioner to Accept Checks, Debit, and Credit Cards for all Taxes, Fees, & Licenses Due *(Tax Commissioner Mike Young)*
 8. 2021 - 03 - Authorizing Tax Commissioner Final Determination Regarding Waiver Provisions of O.C.G.A. 48-5-242 *(Tax Commissioner Mike Young)*
 9. 2021 - 04 - Tax Commissioner to Collect Certain Delinquent Ad Valorem Taxes in Real Estate by Use of the In Rem *(Tax Commissioner Mike Young)*
 10. 2021 - 05 - Appoint ACCG County Legislative Coordinator (CLC)
 11. 2021 - 06 - Appoint Official Liaison for Hospital Development in Lumpkin County
 12. 2021 - 07 - Appoint Members to Park & Rec Citizens Advisory Board - Jason Davis Seat 2 & Autumn Chatham Seat 4
 13. 2021 - 08 - Appoint Member to the Lumpkin County Library Board- Linda Davis to Seat 5
 14. 2021 - 09 - Appoint Member to Development Authority – (Henry Davis to Seat 1, with a term expiring 03/07/2022)
- **CONTRACTS/AGREEMENTS**
 15. 2021-001 - Legacy Link FY-2021 Addendum #1 Contract *(Senior Center Manager Linda Kirkpatrick)*
 16. 2021-002 - Mauldin & Jenkins - 2020 Audit Engagement Letter *(Finance Director Abby Branan)*
 17. 2021-003 - NRCS Lease Agreement *(Special Projects Director Allison Martin)*

18. 2021-004 - Agreement for Ad Valorem Tax Billing and Collection for City of Dahlonega (*Tax Commissioner Mike Young*)
19. 2021-005 - Addendum #1 to 2017 Service Delivery Strategy Agreement - Lumpkin County & City of Dahlonega (*County Manager Stan Kelley*)

- **OTHER ITEMS**

20. Election of Vice Chairman ***Regular Meeting***
21. Consider Move to Self-Funded Health Insurance (*Community & Employee Services Director Alicia Davis*)
22. Request for Budget Amendment - Magistrate Court (*Associate Magistrate Judge Dyann Beaty*)
23. Visitors Center Repairs (*Special Projects Director Allison Martin*)
24. Yahoola Creek Reservoir Final Master Plan (*David Young, Lose Design*)
25. Aquatic Center Water Park Design (*Special Projects Director Allison Martin*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**

- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 19, 2021

Agenda Item: Certificates of Appreciation - Poll Workers

Item Description: Certificates of Appreciation - Poll Workers

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



December 1, 2020
4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:00 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
David Miller	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

PRESENTATIONS

1. Development Authority 2020 Year in Review (Development Authority Director Rebecca Mincey)

Development Authority 2020 Year in Review

2. Lose Designs Yahoola Creek Reservoir Master Plan Presentation

Lose Designs Yahoola Creek Reservoir Master Plan Presentation

Chairman Dockery had some concerns about the compatibility between the amphitheater site and the surrounding topography. Commissioner Moran said he hopes the trails will have the capability to host 5k races.

3. Development Authority - JB Jones Presentation

Development Authority - JB Jones Presentation

4. Certificates of Appreciation - Poll Workers

Certificates of Appreciation - Poll Workers

PROCLAMATIONS

5. Lumpkin County Indians 6U Football Super Bowl Champions

Lumpkin County 6U Parks and Recreation Super Bowl Champions

MINUTES

6. Board of Commissioners - Work Session - Nov 3, 2020 4:00 PM
7. Board of Commissioners - Special Called Meeting - Nov 3, 2020 5:00 PM
8. Board of Commissioners - Special Called Work Session - Nov 17, 2020 4:00 PM
9. Board of Commissioners - Work Session II - Nov 17, 2020 5:30 PM
10. Board of Commissioners - Regular Meeting - Nov 17, 2020 6:00 PM

RESOLUTIONS

11. 2020 - 57 - Appoint Members to Lumpkin County Building Committee

Appoint Members to Lumpkin County Building Committee

12. Appoint Members to Joint Development Authority of Dawson, Lumpkin, and White Counties

Appoint Members to Joint Development Authority of Dawson, Lumpkin, and White Counties - -- to Seat 2 and --- to Seat 4 both with terms expiring 12/31/2020.

Chairman Dockery said he intends to speak with Rebecca Mincey and the Chairman of the Development Authority to discuss potential nominees for the two seats.

13. 2021 - 07 - Appoint Members to Park & Rec Citizens Advisory Board - Jason Davis Seat 2 & Autumn Chatham Seat 4

Appoint Members to Park & Rec Citizens Advisory Board - Jason Davis to Seat 2 and Autumn Chatham to Seat 4 both with terms expiring 12/31/2020.

14. 2021 - 08 - Appoint Member to the Lumpkin County Library Board- Linda Davis to Seat 5

This is to appoint Linda Davis to Seat 5, of an unexpired term ending 06.30.2021.

15. 2020 - 58 - Appoint Members to Audit Committee

Appoint Members to Audit Committee

16. 2020 - 59 - Consider Update of Purchasing Policy (Finance Director Abby Branan)

Consider Purchasing Policy updates of new additions as well as immaterial corrections.

Finance Director Abby Branan outlined some of the proposed updates. Chairman Dockery asked about the "cooperative agreements" terminology and whether those would be BOC-approved or operational.

17. Use of Sound Amplifying Equipment Ordinance (Planning Director Bruce Georgia)

Adopt a Use of Sound Amplifying Equipment Ordinance

Commissioner Moran said he doesn't want the Commissioners to end up having to vote on multiple noise ordinances for individual sounds. He said in his time as Commissioner, he has only received two complaints about the type of amplified sound as described in this ordinance. Instead, most of the complaints he has received have been for things like loud parties, fireworks, gunshots, ATVs, or barking dogs. He stated any potential noise ordinance would have to cover all types of noise. He is in favor of a general nuisance noise ordinance, but not specific ones like this. Commissioner Mayfield agreed and said he would not want seventeen different ordinances for every type of sound imaginable. Commissioner Stringer said he does not favor a noise ordinance, and this would be a stepping stone to a full noise ordinance in the future. He was also concerned for what the

penalties would be for violations.

Commissioner Miller said the BOC has generally considered all noises equally, whether it is a party, barking dogs, or Tannerite. He asked how it would be possible to measure or define "normal conversational speech." He also had concerns regarding enforcement of any ordinance. He is fine with giving the Sheriff's Office latitude to make determinations regarding noise, but this is different than what the BOC had discussed before. This ordinance is more restrictive than the City of Dahlonega's, he observed. Commissioner Mayfield agreed with Commissioner Moran that everyone deserves a good night's sleep, but most of his complaints are for regular daytime hours. He is not in favor of doing a series of noise ordinances.

The Chairman said most of his complaint calls are centered around event venues. People shooting and dogs barking are just things that happen when you live in a rural area, he said. The challenge is when a commercial enterprise comes into a residential area. He is not in favor of an all-out noise ordinance; that is something you see in a metropolitan area. When you move to rural North Georgia, he explained, you should expect to hear gunshots, smell manure, or have dust on dirt roads. Chairman Dockery said this was a simplified attempt to solve a specific issue. He declared he never has supported a full noise ordinance, nor will he, but he does not believe this would be a stepping stone to more noise ordinances nor does it justify a stricter ordinance. He said the Commissioners either need to take a position on this or be of the opinion that the County is not going to approve it.

Commissioner Moran said everyone expects to hear certain sounds, but he just thinks it is reasonable for quiet time during the night. If everyone was neighborly this would not be required. He is in favor of pursuing an all-encompassing noise ordinance but not a specific one. The Chairman said he understands his point, but it is difficult to define what an "annoying" sound is and how you enforce it. There is a question of how you locate an offender, what the penalty will be, and what types of sounds would be included. If we cannot be inclusive, perhaps the best thing to do is not consider an ordinance, he said. Commissioner Stringer said he doesn't know if this would fix the problem, and it might snowball.

Commissioner David Miller asked what staff has learned from looking at the surrounding counties. Planning Director Bruce Georgia said it varies pretty widely between counties, but none of them have a specific one like this. He explained that most of the surrounding counties do not have any noise ordinances, but the ones that do usually use a device to measure decibel levels when there is a complaint. The County was able to apply some regulations to Iron Mountain Park because of the SLUA process, but all of the wedding/event venues were already established before the SLUA process. The Commissioners then discussed the amount of phone calls made to E911 and the Planning Department that concerned noise complaints. Mr. Georgia said the last time they gathered the information the total was less than 2% of calls to E911.

The Commissioners agreed to strike the item from the next meeting's agenda for the time being.

CONTRACTS/AGREEMENTS

18. 2020-074 - Inmate Food Services Contract - Agape Food Service & Catering, Inc (Sheriff Stacy Jarrard)

Renewal of the contract for inmate food service.

19. 2020-075 - Rhett Stringer d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal (Public Works Director Larry Reiter)

Recommendation on renewing contract with Chestatee River Adventures for use of the Chestatee River Access Park.

20. 2020-076 - Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal (Public Works Director Larry Reiter)

Recommendation on renewing contract with Canoe Georgia for use of the Chestatee River Access Park.

21. 2020-077 - Classic Cleaners – 2020 Lease (Special Projects Director Allison Martin)

Annual renewal of lease at 235 E. Main Street

22. 2020-078 - Tourism Development Services – Chamber of Commerce (Special Projects Director Allison Martin)

Tourism Development Services – Chamber of Commerce

Chairman Dockery said he would like to include language in the contract that would negate it if they decided to form a nonprofit. Ms. Martin said the County can exit the contract at any time without a notice period.

23. 2020-079 - Health Department Building MOU with Board of Health (Special Projects Director Allison Martin)

Health Department Building MOU with Board of Health

There was a brief discussion over the insurance involved in an agreement like this, where another entity is using space in a County building.

24. 2020-080 - Library Facility Use Agreement (Special Projects Director Allison Martin)

Library Facility Use Agreement

25. 2020-081 - Enotah CASA Lease Agreement (Special Projects Director Allison Martin)

Enotah CASA Lease Agreement

26. 2020-082 - Ninth District Opportunity Office Space Lease Agreement (Special Projects Director Allison Martin)

Ninth District Opportunity Office Space Lease Agreement

27. 2020-083 - Lumpkin County Historical Society Lease Agreement (Special Projects Director Allison Martin)

Lumpkin County Historical Society Lease Agreement

28. 2020-084 - J.L. Gaddis Trucking LLC – Winter Weather Road Treatment Assistance Agreement (Public Works Director Larry Reiter)

Recommendation for new contract for the Winter Weather Road Treatment Assistance with J.L. Gaddis Trucking LLC.

Public Works Director Larry Reiter spoke to Mr. Gaddis and was told he doesn't want to risk his assets by working on the roads at night. He agreed to perform the work during daytime, but there are no contractors who are willing to do nighttime work. Mr. Reiter said the Road Department will still be working at night. The Road Department did not start treating the roads until 2010; they would previously only put out gravel and plow. The discussion then turned to other possibilities for trucks and systems that could be purchased for road treatment. Mr. Reiter said the biggest issue with putting out brine is the volume you can carry.

29. 2020-085 - LexisNexis Homestead Exemption Fraud Detection Contract (Special Projects Director Allison Martin)

LexisNexis Homestead Exemption Fraud Detection Contract

Ms. Martin said staff explored several options for homestead exemption audits. LexisNexis has a nationwide database with proprietary software which can determine if there are suspicious homestead exemptions, which can then be handed to the Tax Assessor's office for review. Ms. Martin explained the law allows for collection

of unpaid taxes up to three years back. Commissioner Mayfield stated it would take a lot of homestead exemptions to cover the fee. Ms. Martin responded they would be collecting for all other exemptions they would be claiming also, which could add up quickly. This software can determine if an individual is claiming homestead exemptions in two different states and similar scenarios.

30. 2020-086 - Retain Service of an Owner's Representative – Pool Project Contract Extension (Special Projects Director Allison Martin)

Retain Service of an Owner's Representative – Pool Project Contract Extension

OTHER ITEMS

31. Consideration of Amendment to the 2020 SPLOST 2020 Work Plan (Special Projects Director Allison Martin)

Amend the 2020 SPLOST 2020 Work Plan

32. Request from the City for County Contribution to Yahoola Reservoir Pedestrian Bridge (County Manager Stan Kelley)

Request from the City for County Contribution to Yahoola Reservoir Pedestrian Bridge

Chairman Dockery applauded the City's effort to install a pedestrian bridge at the reservoir. He said the County's contribution will be an affordable amount.

33. Set Date for Special Called Work Session - TWS Self Insurance

This is to set a date for a special called work session to discuss self insurance with TWS.

It was decided to hold the Special Called Work Session on December 21st at 9:00 AM.

34. Set Date for Special Called Work Session - ACCG Bill Twomey

Set Date for Special Called Work Session - Bill Twomey ACCG

The Commissioners decided to hold the meeting on January 12th at 2:00 PM.

ALCOHOLIC BEVERAGE LICENSE RENEWALS

2021-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures

2021-02 Craig H. Kritzer/Frogtown Cellars LLLP

2021-03 Jeffery Grindle/Tomato House Farm LLC

2021-04 Michele Kraft Deblois/Hideaway Restaurant

2021-05 Salman H. Ali/Ash Business, Inc. d/b/a Quick Mart 3

2021-06 Charles Clinton Crane/C.L. Crane Grocery

2021-07 Umamaheswari Devi Meruga/Saketh, Inc. d/b/a Lucky Food Mart

2021-08 Darren E. Glenn/Riverside Tavern, LLC

2021-09 Sharon Paul/Chestatee Valley Vintners, LLC

2021-10 Frederick Keith Ward/PetroFast Food Stores, Inc. d/b/a PetroFast Food #17

- 2021-11 Salman Ali/Afshar Inc. d/b/a Quick Mart #7
 2021-12 E. Karl Boegner/Dahlonga Wine Co., LLC d/b/a Wolf Mountain Vineyards
 2021-13 Matthew C. Garner/ZA2GA Wine Company, LLC d/b/a Montaluce Winery, La Vigne Restaurant
 2021-14 Dennis B. Hoover/Mountain Laurel Creek Inn & Spa
 2021-15 Blair Housley d/b/a Etowah Meadery, Corp.
 2021-16 Suzanne Reilly Tebor/Neverland Farms, Inc.
 2021-17 Seth E. Hunt/Turners Corner General Store
 2021-18 Evelyn Claire Livingston/Cavender Creek Winery, LLC d/b/a Cavender Creek Vineyards & Winery
 2021-19 Mansukhlal Bhanderi/Clay Creek Falls Grocery
 2021-20 James Rider, JR's BBQ & Country Store
 2021-21 Robert Warner/White Oaks LLC d/b/a White Oaks Bistro
 2021-23 Mohmadiftekhar Munshi/Longbranch Quik Mart
 2021-24 Becky Lynn Fuller/AGEA Enterprises, LLC d/b/a The Corner Store #2
 2021-25 James E. Pruitt/MR2Wings d/b/a Roosters Café
 2021-26 Tushar V. Patel/Yogis Quickstop, Inc. d/b/a Cutie Gas & Grocery
 2021-28 Salma Panjwani/SMS Express LLC d/b/a Cavenders Corner
 2021-29 Joseph Hannan/Barefoot Hills LLC
 2021-30 Kari McCann/Red Wine & Blue Vineyard & Winery LLC d/b/a Kaya Vineyard & Winery

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

There was no public comment.

ADJOURNMENT

The meeting was adjourned at 6:08 PM.

January 19, 2021

Date



Melissa Witcher
 County Clerk, Lumpkin County



Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Dec 1, 2020 4:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



December 15, 2020
 5:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:30 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Remote	
David Miller	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Absent	
Jeffrey Moran	District 4 Commissioner	Present	

PRESENTATIONS

1. Certificates of Appreciation for Census Committee

Certificates of Appreciation for Census Committee

PROCLAMATIONS

2. Lumpkin County Indians 6U Football Super Bowl Champions

Lumpkin County 6U Parks and Recreation Super Bowl Champions

CONSIDERATION OF MINUTES

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4. Board of Commissioners - Special Called Meeting - Nov 3, 2020 5:00 PM
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RESOLUTIONS

8. 2020 - 57 - Appoint Members to Lumpkin County Building Committee

Appoint Members to Lumpkin County Building Committee

9. 2020 - 58 - Appoint Members to Audit Committee

Appoint Members to Audit Committee

10. 2020 - 59 - Consider Update of Purchasing Policy (Finance Director Abby Branan)

Consider Purchasing Policy updates of new additions as well as immaterial corrections.

11. 2020 - 60 - Lumpkin County Water and Sewerage Authority Revenue Bond (Water & Sewerage Authority Director Sean Phipps)

RESOLUTION AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL CONTRACT RELATING TO THE LUMPKIN COUNTY WATER AND SEWERAGE AUTHORITY REVENUE BOND (SPLOST PROJECTS), SERIES 2021

LCWSA Director Sean Phipps said the Authority approved and adopted their own resolution relating to this, and they are thankful to the Board of Commissioners for considering this resolution. He explained this bond resolution is to allow the LCWSA to obtain the necessary capital to complete improvements near the Highway 400 area. They hope to obtain a grant to support this effort, but the grant is awarded after the money has already been spent. SPLOST proceeds are not enough to get capital, which is why the LCWSA is pursuing this bond.

CONTRACTS/AGREEMENTS

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Renewal of the contract for inmate food service.

13. 2020-075 - Rhett Stringer d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal (Public Works Director Larry Reiter)

Recommendation on renewing contract with Chestatee River Adventures for use of the Chestatee River Access Park.

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Tourism Development Services – Chamber of Commerce

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Health Department Building MOU with Board of Health

Minutes Acceptance: Minutes of Dec 15, 2020 5:30 PM (CONSIDERATION OF MINUTES)

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Library Facility Use Agreement

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Enotah CASA Lease Agreement

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Ninth District Opportunity Office Space Lease Agreement

21. 2020-083 - Lumpkin County Historical Society Lease Agreement (Special Projects Director Allison Martin)

Lumpkin County Historical Society Lease Agreement

22. 2020-084 - J.L. Gaddis Trucking LLC – Winter Weather Road Treatment Assistance Agreement (Public Works Director Larry Reiter)

Recommendation for new contract for the Winter Weather Road Treatment Assistance with J.L. Gaddis Trucking LLC.

23. 2020-085 - LexisNexis Homestead Exemption Fraud Detection Contract (Special Projects Director Allison Martin)

LexisNexis Homestead Exemption Fraud Detection Contract

24. 2020-086 - Retain Service of an Owner's Representative – Pool Project Contract Extension (Special Projects Director Allison Martin)

Retain Service of an Owner's Representative – Pool Project Contract Extension

Mr. Kelley said this project won't start construction until early spring of 2021, so we will have to retain his services for an additional year.

25. 2020-087 - Request from Aquatic Center Consultant to Extend Phase II Contract Amount (County Manager Stan Kelley)

Request from Aquatic Center Consultant to Extend Phase II Contract Amount

Mr. Kelley said this additional allocation will see Mr. McCallister through phase II (design), and he recommends approving this allocation. Commissioner Mayfield and Chairman Dockery agreed that Bob McCallister has been essential for the aquatic center process.

26. 2020-088 - Koyo EDA Allocation (Special Projects Director Allison Martin)

Koyo EDA Allocation

OTHER ITEMS

27. Consideration of Amendment to the 2020 SPLOST 2020 Work Plan (Special Projects Director Allison Martin)

Amend the 2020 SPLOST 2020 Work Plan

28. Request from the City for County Contribution to Yahoola Reservoir Pedestrian Bridge (County Manager Stan Kelley)

Request from the City for County Contribution to Yahoola Reservoir Pedestrian Bridge

Mr. Kelley said the City would like a commitment on the design phase, though construction won't begin until 2022 or 2023.

29. Kelley Building Interior Paint Colors (Special Projects Director Allison Martin)

Kelley Building Interior Paint Colors

Allison Martin said this went before the Building Committee, and they chose a gray-cream scheme with LVT laminate flooring, planks instead of tiles, and a gray and white color scheme in the restrooms.

30. Consideration of Aquatic Center Design (Special Projects Director Allison Martin)

Consideration of Aquatic Center Design

The County Manager went over some recommended changes from the Building Committee which should result in some cost savings. There was discussion over adding a second 3-meter diving board, but the consultant Bob McCallister stated the extra board would be preferable but not required. The additional board would add another \$30,000, so Mr. Kelley said he did not recommend it. Allison Martin then went over a few of the additional proposed changes, including having a reception area that includes ticketing and concessions.

Chairman Dockery agreed with Mr. Kelley that the fourth diving board would not be needed. He also discussed some of the changes that were recommended for the lifeguard restroom area, including adding more locking doors which would enable more control over access to various areas of the facility. Mr. Kelley said the outside water park area is still under the design process, but it will come before the Board of Commissioners at some point for approval.

ALCOHOLIC BEVERAGE LICENSE RENEWALS

2021-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures

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- 2021-16 Suzanne Reilly Tebor/Neverland Farms, Inc
 2021-17 Seth E. Hunt/Turners Corner General Store
 2021-18 Evelyn Claire Livingston/Cavender Creek Winery, LLC d/b/a Cavender Creek Vineyards & Winery
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 2021-23 Mohmadiftekhar Munshi/Longbranch Quik Mart
 2021-24 Becky Lynn Fuller/AGEA Enterprises, LLC d/b/a The Corner Store #2
 2021-25 James E. Pruitt/MR2Wings d/b/a Roosters Café
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 2021-29 Joseph Hannan/Barefoot Hills LLC
 2021-30 Kari McCann/Red Wine & Blue Vineyard & Winery LLC d/b/a Kaya Vineyard & Winery

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 6:12 pm.

January 19, 2021

Date



Melissa Witcher
 County Clerk, Lumpkin County



Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Dec 15, 2020 5:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



December 15, 2020
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:22 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Remote	
David Miller	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

INVOCATION

Stan Kelley, County Manager, gave the invocation followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

PUBLIC COMMENTS (Agenda Specific)

PROCLAMATIONS

1. Lumpkin County Indians 6U Football Super Bowl Champions

Lumpkin County 6U Parks and Recreation Super Bowl Champions

CONSIDERATION OF MINUTES

2. Board of Commissioners - Work Session - Nov 3, 2020 4:00 PM
3. Board of Commissioners - Special Called Meeting - Nov 3, 2020 5:00 PM
4. Board of Commissioners - Special Called Work Session - Nov 17, 2020 4:00 PM
5. Board of Commissioners - Work Session II - Nov 17, 2020 5:30 PM
6. Board of Commissioners - Regular Meeting - Nov 17, 2020 6:00 PM

RESOLUTIONS

7. 2020 - 57 - Appoint Members to Lumpkin County Building Committee

Appoint Members to Lumpkin County Building Committee

Motion: A motion was made by District 1 Commissioner Miller to approve the nominees. Commissioner Stringer seconded the motion by acclamation. The motion was approved and carried.

8. 2020 - 58 - Appoint Members to Audit Committee

Appoint Members to Audit Committee

Motion: A motion was made by District 2 Commissioner Mayfield to approve the nominees by acclamation. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

9. 2020 - 59 - Consider Update of Purchasing Policy (Finance Director Abby Branan)

Consider Purchasing Policy updates of new additions as well as immaterial corrections.

Motion: A motion was made by District 3 Commissioner Stringer to approve the Resolution. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

10. 2020 - 60 - Lumpkin County Water and Sewerage Authority Revenue Bond (Water & Sewerage Authority Director Sean Phipps)

RESOLUTION AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL CONTRACT RELATING TO THE LUMPKIN COUNTY WATER AND SEWERAGE AUTHORITY REVENUE BOND (SPLOST PROJECTS), SERIES 2021

Motion: A motion was made by District 2 Commissioner Mayfield to approve Lumpkin County Water and Sewerage Authority Revenue Bond. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

REPORTS

Department reports can be viewed on the Commissioners web page at www.lumpkincounty.gov

Elected Officials

CONTRACTS/AGREEMENTS

11. 2020-074 - Inmate Food Services Contract - Agape Food Service & Catering, Inc (Sheriff Stacy Jarrard)

Renewal of the contract for inmate food service.

Motion: A motion was made by District 3 Commissioner Stringer to approve Inmate Food Services Contract - Agape Food Service & Catering, Inc. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

12. 2020-075 - Rhett Stringer d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal (Public Works Director Larry Reiter)

Recommendation on renewing contract with Chestatee River Adventures for use of the Chestatee River Access Park.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Rhett Stringer d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried. Commissioner Stringer recused himself from the vote.

13. 2020-076 - Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal (Public Works Director Larry Reiter)

Recommendation on renewing contract with Canoe Georgia for use of the Chestatee River Access Park.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried. Commissioner Stringer recused himself from the vote.

14. 2020-077 - Classic Cleaners – 2020 Lease (Special Projects Director Allison Martin)

Annual renewal of lease at 235 E. Main Street

Motion: A motion was made by District 4 Commissioner Moran to approve Classic Cleaners – 2020 Lease. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

15. 2020-078 - Tourism Development Services – Chamber of Commerce (Special Projects Director Allison Martin)

Tourism Development Services – Chamber of Commerce

Motion: A motion was made by District 4 Commissioner Moran to approve Tourism Development Services – Chamber of Commerce. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

16. 2020-079 - Health Department Building MOU with Board of Health (Special Projects Director Allison Martin)

Health Department Building MOU with Board of Health

Motion: A motion was made by District 3 Commissioner Stringer to approve Health Department Building MOU with Board of Health. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

17. 2020-080 - Library Facility Use Agreement (Special Projects Director Allison Martin)

Library Facility Use Agreement

Motion: A motion was made by District 2 Commissioner Mayfield to approve Library Facility Use Agreement. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

18. 2020-081 - Enotah CASA Lease Agreement (Special Projects Director Allison Martin)

Enotah CASA Lease Agreement

Motion: A motion was made by District 4 Commissioner Moran to approve Enotah CASA Lease Agreement. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

19. 2020-082 - Ninth District Opportunity Office Space Lease Agreement (Special Projects Director Allison Martin)

Ninth District Opportunity Office Space Lease Agreement

Motion: A motion was made by District 2 Commissioner Mayfield to approve Ninth District Opportunity Office Space Lease Agreement. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

20. 2020-083 - Lumpkin County Historical Society Lease Agreement (Special Projects Director Allison Martin)

Lumpkin County Historical Society Lease Agreement

Motion: A motion was made by District 4 Commissioner Moran to approve Lumpkin County Historical Society Lease Agreement. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

21. 2020-084 - J.L. Gaddis Trucking LLC – Winter Weather Road Treatment Assistance Agreement (Public Works Director Larry Reiter)

Recommendation for new contract for the Winter Weather Road Treatment Assistance with J.L. Gaddis Trucking LLC.

Motion: A motion was made by District 4 Commissioner Moran to approve J.L. Gaddis Trucking LLC – Winter Weather Road Treatment Assistance Agreement. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

22. 2020-085 - LexisNexis Homestead Exemption Fraud Detection Contract (Special Projects Director Allison Martin)

LexisNexis Homestead Exemption Fraud Detection Contract

Motion: A motion was made by District 2 Commissioner Mayfield to approve LexisNexis Homestead Exemption Fraud Detection Contract. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

23. 2020-086 - Retain Service of an Owner's Representative – Pool Project Contract Extension (Special Projects Director Allison Martin)

Retain Service of an Owner's Representative – Pool Project Contract Extension

Motion: A motion was made by District 2 Commissioner Mayfield to approve Retain Service of an Owner's Representative – Pool Project Contract Extension. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

24. 2020-087 - Request from Aquatic Center Consultant to Extend Phase II Contract Amount (County Manager Stan Kelley)

Request from Aquatic Center Consultant to Extend Phase II Contract Amount

Motion: A motion was made by District 4 Commissioner Moran to approve Request from Aquatic Center Consultant to Extend Phase II Contract Amount. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

25. 2020-088 - Koyo EDA Allocation (Special Projects Director Allison Martin)

Koyo EDA Allocation

Motion: A motion was made by District 4 Commissioner Moran to approve Koyo EDA Allocation. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

OTHER ITEMS

26. Consideration of Amendment to the 2020 SPLOST 2020 Work Plan (Special Projects Director Allison Martin)

Amend the 2020 SPLOST 2020 Work Plan

Motion: A motion was made by District 2 Commissioner Mayfield to approve Consideration of Amendment to the 2020 SPLOST 2020 Work Plan. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

27. Request from the City for County Contribution to Yahoola Reservoir Pedestrian Bridge (County Manager Stan Kelley)

Request from the City for County Contribution to Yahoola Reservoir Pedestrian Bridge

Motion: A motion was made by District 2 Commissioner Mayfield to approve Request from the City for County Contribution to Yahoola Reservoir Pedestrian Bridge. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

28. Kelley Building Interior Paint Colors (Special Projects Director Allison Martin)

Kelley Building Interior Paint Colors

Motion: A motion was made by District 4 Commissioner Moran to approve Kelley Building Interior Paint Colors. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

29. Consideration of Aquatic Center Design (Special Projects Director Allison Martin)

Consideration of Aquatic Center Design

Motion: A motion was made by District 2 Commissioner Mayfield to approve. Commissioner Stringer seconded the motion for discussion.

Motion: Commissioner Mayfield amended his motion to include the removal of the second three-meter diving board. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

ALCOHOLIC BEVERAGE LICENSE RENEWALS

Motion: A motion was made by Commissioner Mayfield to approve by acclamation. The motion was seconded by Commissioner Moran. The motion was approved and carried.

2021-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures

2021-02 Craig H. Kritzer/Frogtown Cellars LLLP

2021-03 Jeffery Grindle/Tomato House Farm LLC

2021-04 Michele Kraft Deblois/Hideaway Restaurant

2021-05 Salman H. Ali/Ash Business, Inc. d/b/a Quick Mart 3

2021-06 Charles Clinton Crane/C.L. Crane Grocery

2021-07 Umamaheswari Devi Meruga/Saketh, Inc. d/b/a Lucky Food Mart

2021-08 Darren E. Glenn/Riverside Tavern, LLC

2021-09 Sharon Paul/Chestatee Valley Vintners, LLC

2021-10 Frederick Keith Ward/PetroFast Food Stores, Inc. d/b/a PetroFast Food #17

2021-11 Salman Ali/Afshar Inc. d/b/a Quick Mart #7

2021-12 E. Karl Boegner/Dahlonge Wine Co., LLC d/b/a Wolf Mountain Vineyards

2021-13 Matthew C. Garner/ZA2GA Wine Company, LLC d/b/a Montaluce Winery, La Vigne Restaurant

2021-14 Dennis B. Hoover/Mountain Laurel Creek Inn & Spa

- 2021-15 Blair Housley d/b/a Etowah Meadery, Corp.
 2021-16 Suzanne Reilly Tebor/Neverland Farms, Inc.
 2021-17 Seth E. Hunt/Turners Corner General Store
 2021-18 Evelyn Claire Livingston/Cavender Creek Winery, LLC d/b/a Cavender Creek Vineyards & Winery
 2021-19 Mansukhlal Bhandari/Clay Creek Falls Grocery
 2021-20 James Rider, JR's BBQ & Country Store
 2021-21 Robert Warner/White Oaks LLC d/b/a White Oaks Bistro
 2021-23 Mohmadiftekhar Munshi/Longbranch Quik Mart
 2021-24 Becky Lynn Fuller/AGEA Enterprises, LLC d/b/a The Corner Store #2
 2021-25 James E. Pruitt/MR2Wings d/b/a Roosters Café
 2021-26 Tushar V. Patel/Yogis Quickstop, Inc. d/b/a Cutie Gas & Grocery
 2021-28 Salma Panjwani/SMS Express LLC d/b/a Cavenders Corner
 2021-29 Joseph Hannan/Barefoot Hills LLC
 2021-30 Kari McCann/Red Wine & Blue Vineyard & Winery LLC d/b/a Kaya Vineyard & Winery

COUNTY MANAGER

County Manager Stan Kelley reminded everyone that Monday at 9:00 AM is the Special Work Session with TWS Insurance.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield commended County Staff for their roadside trash pickup.

Chairman Dockery said he is excited for all of the things happening in the County, from infrastructure improvements to the Aquatic Center.

PUBLIC COMMENTS

ADJOURNMENT

Motion: A motion was made by Commissioner Stringer to adjourn the meeting. The motion was seconded by Commissioner Moran. The motion was approved and carried.

The meeting ended at 6:48 PM.

January 19, 2021

Date



Melissa Witcher
 County Clerk, Lumpkin County



Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

LUMPKIN COUNTY
Board of Commissioners
Special Called Work Session Minutes
Executive Conference Room



December 21, 2020
9:00 AM

CALL TO ORDER

The meeting was called to order at 9:08 AM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
David Miller	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Absent	
Jeffrey Moran	District 4 Commissioner	Present	

Turner, Wood, & Smith - Health Insurance Presentation

Rob and Brett Fowler of TWS Insurance were present to give a presentation to the Board of Commissioners. Rob Fowler began by saying that claims from year to year can vary greatly, but the last three years have been good for the County. TWS is providing a multi-year strategy to go from fully-insured to self-insured. They provided a packet which went over the fundamentals of self-insurance. Rob Fowler said our mutual goal was to create a benefit package for employees that can save money, improve quality of care, and make the plan easy to use. This change will hopefully allow the County to save 30 to 50 percent on pharmacy costs. The overall goal is to improve care over time and lower deductibles, Mr. Fowler said. In regards to prescription drugs, 30 to 36 percent of our total pay claims are from pharmaceuticals, but it should ideally be 20 percent or less. Mr. Fowler then reviewed some examples of some organizations that have transitioned to self-insurance.

Commissioner Miller asked about doing a similar package under an insurance company that would include a pharmacy benefits manager. Brett Fowler said it can be done through a carrier but the flexibility is not there. We would be better off going through a third-party administrator (TPA). Mr. Fowler explained we would get multiple quotes from TPAs and interview them just like if we were narrowing our insurance carrier options. The pharmacy consultant would be there to assist those individuals with high-cost prescriptions. The County currently is paying for three prescription drugs which average together around \$25,000 per month. Mr. Fowler explained the plan can be designed so that it does not cover those medications, but the workaround is that the pharmacy consultant can work with those individuals to help them obtain their medicines at a reduced cost. The consultant works with the manufacturer of the drug to obtain rebates so that the employee will still be able to access it.

Chairman Dockery asked if the County would essentially have a pot of money to cover healthcare costs. Brett Fowler explained we currently pay United Healthcare a set cost per month. It doesn't matter how many claims you have, there will still be a set amount to pay; though a high volume of claims will affect your premiums when you go to renegotiate. In a self-insured system, claims are sent to the third-party administrator, though the user side is still the same as in a fully-insured system. The TPA acts as an insurance company would to process your claim.

The Chairman then asked how the insurance rates would be determined if there is no actuary on staff. Brett Fowler said you contract with networks through the TPA, which all have negotiated fees. That will be used as the baseline. The rate is determined by a combination of the TPA and a data analytics package that TWS has to

help establish rates. Mr. Fowler said this system gives you a lot more flexibility, whereas right now everything is a fixed cost. He observed that the only people who win in a fully-insured plan is the insurance company since you can never lower your price with them. Mr. Fowler then explained stop-loss insurance, which keeps the County from having to pay a certain amount over a certain price. There is individual claim stop-loss and aggregate stop-loss (max liability). Everything above the limit would be paid by the stop-loss policy. Mr. Fowler said a lot of people are intimidated by the extra liability brought about by becoming self-insured, but that is why you buy the stop-loss insurance.

Mr. Fowler went over a chart of the premiums paid and max liability from the past few years. He recommended that the County put money aside each year to improve the plan in the future. Rob Fowler stated that TWS feels Lumpkin County will be able to handle anything comfortably in the first year with the reserve on hand. He cautioned the Commissioners that there is always a lag in claims processing, so they will need to save to prepare for ebbs and flows during the year. Commissioner Mayfield said the change in pharmacy prescriptions is a potential minefield since there are a few employees with very expensive prescriptions. Brett Fowler explained that the employees should still be able to get their medicines by working with the pharmacy consultant. The fact that the prescription is not officially covered is what enables them to get the reduced rebate rate on the medicines, he explained. It is essentially having the plan pay the cost on the back end; the individual can access the medicine at a reduced cost because of the language of the plan design. Rob Fowler added that in the example they discussed earlier, not a single employee had been impacted adversely by switching to self-funded insurance. Mr. Fowler also said insurance companies make a 25% margin on prescription drugs, so getting them through an insurance carrier is not necessarily cheaper.

Chairman Dockery asked who develops the rates and coverage with a self-funded insurance system. Rob Fowler said in the first year, we will mostly be mirroring the benefits and coverage of the current United Healthcare plan. When the Chairman asked if the TPA gets to dictate the plan, Brett Fowler said the TPA will negotiate with you, even line by line. Chairman Dockery said the Commissioners do not have the necessary knowledge of insurance or healthcare, but Mr. Fowler said that is what TWS is for. That is also why so few changes are made to the plan in the first year; it helps ease everyone into it. The Chairman asked who would be the advocate for the County during this process. Mr. Fowler said everything is administered through the third-party administrator. The Chairman questioned what would motivate the TPA to reduce excess costs for the County, and Mr. Fowler responded that the TPA does not make subjective decisions; everything is based on the plan document. The better job they do of managing claims, the better the savings will be for the County. They are motivated by the administrative fee that the County pays them. Mr. Fowler said this is the only way Lumpkin County will be able to keep healthcare costs from spiraling out of control in the long run.

Community & Employee Services Director Alicia Davis spoke up and said in regards to the situation of an employee getting a prescription for free, they would not even have to pay a deductible on the drug. Commissioner Mayfield said he did not want any employee being denied coverage. Brett Fowler said that is why we educate the entire population during open enrollment. There will be a handful of people who have the extremely expensive medicines not officially covered by the plan, but they will be handheld through the pharmacy process. The only way they will be unable to obtain their prescriptions, Mr. Fowler said, is if they absolutely refuse to work with the consultant and engage with the process. Ms. Davis spoke up again, saying that these few individuals know they are on extremely expensive medications. They know it costs the County a lot of money and they feel bad about it. They do not want their medication to cost everyone so much money. Generally, they are willing to do what they can to help the organization, she said.

Commissioner Mayfield asked at what point could we lower premiums for employees. Mr. Kelley said it is his goal to provide a better insurance plan for the employees because the current one is terrible. The Chairman said there is nothing wrong with putting aside money for leverage to lower insurance costs in the future. Commissioner Mayfield said eventually we should lower the costs for employees since that is essentially a pay raise. Brett Fowler made a few points about how employees and the organization can save money if employees use freestanding imaging centers instead of hospitals. You can make plan upgrades to incentivize employees.

Commissioner Miller asked what the role of TWS would be in this new system, and Mr. Fowler said it will be similar to what they do now. They will negotiate with the stop-loss carriers, perform customer service for employees to help them with their insurance questions, and other things. Additionally, TWS will be obtaining monthly data which will equip them to come to the County with recommendations. The data will allow TWS to have an expanded role, he said. Alicia Davis said TWS will play a huge role in advising us.

Commissioner Moran asked about stop-loss insurance premiums. Mr. Fowler explained if we have a bad claim year, the stop-loss insurance cost can go up, but it will be specific to us, not a nationwide trend of higher costs. The stop-loss carrier can also be interchanged. In a self-funded plan, the various parties can be switched out, and parts can be interchanged each year at renewal without it causing a big disruption for the employees. Brett

Fowler said TWS is aiming to keep Lumpkin County from going on a higher trajectory with insurance costs. Rob Fowler said this is a long-term strategy to reach lower costs for employees and to improve benefits. He said they do not want to oversell it, but they have seen some good results from self-insured systems. He advised against making any knee-jerk reactions and reducing the employee premiums just because we have a good first year.

Commissioner Mayfield asked if there were any local examples of self-insured governments. Brett Fowler said Hall County is (though they have a carrier model) and so is the City of Gainesville. Rob Fowler said direct contracting is going to become increasingly popular. There are many options as the plan evolves. He predicts employees will like it and the County will save money, too. He advised making the open enrollment education mandatory so employees will understand the changes.

Finance Director Abby Branan went over the numbers for the reserves if the BOC chooses to become self-insured. Mr. Kelley said historically the problem is not medical claims, it is pharmaceutical claims. Alicia Davis remarked she would love for us to get to the point where the plan is more positive for employees. Rob Fowler commented that will be the benefit of the analytics package, as TWS will actually be able to look at the data.

Commissioner Mayfield said he didn't see a downside to at least trying this for a couple years. Mr. Kelley said if the Board desires to go in this direction, they will need a vote in January to proceed. TWS will then issue the RFP for the third-party administrator. Commissioner Moran said he feels more comfortable with the self-insurance now that he is more informed, and Commissioner Mayfield agreed. Chairman Dockery said the BOC needs to look at the upper limits for the stop-loss insurance max liability limits. Taking on a higher limit would lower premiums, he observed. We could use the fund balance to enhance the program, and we can use our savings to leverage more savings. He said his only concern is that we do not waste our nest egg early on just because we have a good couple of years. He also said we should spend some of the dollars on educating employees.

It was decided to put the item on the January meeting agenda.

ADJOURNMENT

The meeting ended at 10:29 AM.

January 19, 2021

Date



Melissa Witcher

County Clerk, Lumpkin County



Chris Dockery, Chairman

Lumpkin County Board of Commissioners



Lumpkin County, Georgia

Tax Commissioner Department

Date:	January 19, 2021
Agenda Item:	Resolution Authorizing Approval/Disapproval of Claims for Refunds of Ad Valorem Property Taxes
Item Description:	Consideration of a resolution authorizing the Chief Tax Assessor and the Tax Commissioner to approve or disapprove certain specified claims for refunds of ad valorem property taxes paid due to clerical error.

The new tax commissioner is asking the board to consider a resolution to delegate the approval/disapproval of claims for refunds of ad valorem property taxes paid where the reason for the claim is based on an obvious clerical error to an appropriate department in the Lumpkin County Government. Historically in Lumpkin County, this delegation has been given jointly to the Tax Commissioner and Chief Tax Assessor by resolution in accordance with O.C.G.A 48-5-380(e). In the event that they do not agree on a claim, the Board of Commissioners is the body of resolution of such matters. This resolution is by term of the tax commissioner and repeals the prior resolution.

LUMPKIN COUNTY RESOLUTION 2021 - 01

A RESOLUTION REAFFIRMING THE DELEGATION OF AUTHORITY TO THE CHIEF TAX ASSESSOR AND THE TAX COMMISSIONER TO APPROVE OR DISAPPROVE CERTAIN SPECIFIED CLAIMS FOR REFUNDS OF AD VALOREM PROPERTY TAXES PAID DUE TO CLERICAL ERROR

Whereas, the governing authority of Lumpkin County is authorized under the Official Code of Georgia Annotated Section 48-5-380(e) to delegate the approval or disapproval of claims for refunds of ad valorem property taxes paid where the reason for the claim is based on an obvious clerical error to an appropriate department in the Lumpkin County Government; and

Whereas, by Lumpkin County Resolution No. 2009-01, the governing authority of Lumpkin County delegated said power to the Chief Tax Assessor and the Tax Commissioner, acting jointly and in concurrence, each with the other; and

Whereas, the governing authority of Lumpkin County now desires to reaffirm said delegation of authority;

Now therefore, it is hereby resolved that where the reason for a claim for a tax refund of ad valorem property taxes paid is based on an obvious clerical error, the Board of Commissioners hereby delegates the authority, and reaffirms its prior delegation of authority, to approve or disapprove said claims for refund of ad valorem property taxes jointly to the Chief Tax Assessor in the Lumpkin County Tax Assessor's Office and the Lumpkin County Tax Commissioner in the Lumpkin County Tax Commissioner's Office. Both the Chief Tax Assessor and the Tax Commissioner must agree on the approval or disapproval of a claim. In the event of a dispute between them, just as in a disputed case where there is no obvious error, the approval or disapproval of a claim must be made by the Board of Commissioners.

Resolved, adopted and effective this 19th day of January, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Tax Commissioner Department

Date: January 19, 2021

Agenda Item: Authorize Tax Commissioner to Accept Checks, Debit, and Credit Cards for all Taxes, Fees, & Licenses Due

Item Description: Consideration of a resolution authorizing the Tax Commissioner to accept checks, debit and credit cards for all taxes, fees, and licenses due to the Tax Commissioner.

The new tax commissioner is asking the board to consider a resolution to allow certain forms of payment in the office for taxes. The Official Code of Georgia 48-5-146 states that no tax commissioner or tax collector shall be personally liable for unpaid checks or money orders received in payment of taxes and license fees when the governing authority has authorized the receipt of personal, company, certified, treasurer's, or cashier's checks, or bank, postal, or express money orders in payment of taxes and license fees. The tax commissioner's office also accepts debit and credit cards and those are included in the resolution in accordance with the 2017 last updated resolution. Such resolutions for this office are by term and repeals the prior resolution.

LUMPKIN COUNTY RESOLUTION 2021 – 02**A RESOLUTION AUTHORIZING THE TAX COMMISSIONER OF LUMPKIN COUNTY TO ACCEPT CHECKS FOR TAXES AND LICENSE FEES DUE TO THE TAX COMMISSIONER'S OFFICE**

Whereas, by Lumpkin County Resolution No. 2017-19, the governing authority of Lumpkin County authorized the Lumpkin County Tax Commissioner to accept personal, company, certified, treasurer's, or cashier's checks, or bank, postal, or express money orders, or credit cards, or debit cards for payment of taxes or license fees; and

Whereas, the governing authority of Lumpkin County now desires to reaffirm said authorization;

Now therefore, it is hereby resolved that the Lumpkin County Tax Commissioner is authorized to accept personal, company, certified, treasurer's, or cashier's checks, or bank, postal, or express money orders, or credit cards, or debit cards for payment of taxes or license fees due to the Tax Commissioner's office so long as all procedures and acts in so doing are in strict compliance with the provisions of Georgia law.

Resolved, adopted and effective this 19th day of January, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Tax Commissioner Department

Date:	January 19, 2021
Agenda Item:	Authorizing Tax Commissioner Final Determination Regarding Waiver Provisions of O.C.G.A. 48-5-242
Item Description:	Consideration of a resolution authorizing the Tax Commissioner to waive certain taxes as provided by O.C.G.A. 48-5-242.

The new tax commissioner is asking the board to consider a resolution approving the waiver of certain penalties and interest. This is in accordance with O.C.G.A. 48-2-44(b), O.C.G.A. 48-2-44(a), O.C.G.A. 48-5-18, O.C.G.A. 48-2-40, and 48-5-242. The resolution grants the tax commissioner with the authority to waive, in whole or in part, the collection of penalties and interest assessed as a result of a taxpayer's failure to comply with laws related to ad valorem taxation, where such failure was due to reasonable cause and not due to gross or willful neglect or disregard of the law. If approved, the resolution would run the term of the Tax Commissioner and the prior resolution would be repealed.

LUMPKIN COUNTY RESOLUTION 2021 - 03

A RESOLUTION AUTHORIZING THE TAX COMMISSIONER OF LUMPKIN COUNTY TO WAIVE CERTAIN PENALTIES AND INTEREST AS PROVIDED BY O.C.G.A. 48-5-242

Whereas, state laws impose penalties and/or interest obligations on taxpayers who fail to make timely payments of taxes or fail to timely file certain documents, including:

- O.C.G.A. 48-5-44(b), which provides that any person who fails to pay any ad valorem tax within 120 days of the date due shall be liable for an pay a penalty of 5% of the amount due;
- O.C.G.A. 48-2-44(a), which provides a penalty for willful failure to file a report, return, or other information required by law, to include personal property tax returns due by April 1st of each year as set forth in O.C.G.A. 48-5-18;
- O.C.G.A. 48-2-40, which provides that any taxes owed to local taxing jurisdictions bear interest at the bank prime rate plus three percent, beginning on the date such taxes were due; and

Whereas, O.C.G.A 48-5-242 authorizes the Lumpkin County Board of Commissioners to delegate to the Tax Commissioner of Lumpkin County the authority to waive, in whole or in part, the collection of penalties and interest assessed as a result of the taxpayer's failure to comply with laws relating to ad valorem taxation, where such failure was due to reasonable cause and not due to gross or willful neglect or disregard of the law; and

Whereas, by Lumpkin County Resolution No. 2009-03, the governing authority of Lumpkin County delegated to the Tax Commissioner of Lumpkin County the authority to make the final determination regarding the waiver provisions of O.C.G.A. 48-5-242; and

Whereas, the governing authority of Lumpkin County desires to reaffirm said delegation of authority;

Now therefore, it is hereby resolved and reaffirmed that the Tax Commissioner of Lumpkin County is authorized to make the final determination to waive, in whole or in part, the collection of any amount due the taxing authorities for which taxes are collected, when such amount represents a penalty or an amount of interest assessed for failure to comply with the laws governing the assessment and collection of ad valorem taxes, when the tax collector or tax commissioner reasonably determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law; and

It is further resolved that in the case of penalties arising from the failure of the taxpayer to comply with the terms, conditions, or covenants required with respect to properties receiving any type of preferential assessment, the Tax Commissioner of Lumpkin County shall not be authorized to waive any portion of the penalty or interest that represents a recovery by the taxing authorities of any amount by which taxes were reduced as a result of the granting of such preferential assessment; and

It is further resolved and reaffirmed that the Tax Commissioner of Lumpkin County has the sole discretion regarding the administration of the waiver provisions of O.C.G.A. 48-5-242.

Resolved, adopted and effective this 19th day of January, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Tax Commissioner Department

Date:	January 19, 2021
Agenda Item:	Tax Commissioner to Collect Certain Delinquent Ad Valorem Taxes in Real Estate by Use of the In Rem
Item Description:	Consideration of a resolution to provide an option for the Tax Commissioner to collect certain delinquent ad valorem taxes on real estate by use of the in rem tax foreclosure in Superior Court.

The new tax commissioner is asking the board to consider a resolution to allow the use of In Rem tax foreclosure procedures in Superior Court as allowed by O.C.G.A. 48-4-76(a). The county has a current resolution but such resolutions are by term of the duly elected tax commissioner and must be considered at the start of each term. If approved, the prior resolution would be repealed.

LUMPKIN COUNTY RESOLUTION 2021 - 04

**A RESOLUTION TO PROVIDE AN OPTION
FOR
THE LUMPKIN COUNTY TAX COMMISSIONER
TO COLLECT CERTAIN DELINQUENT AD VALOREM TAXES ON REAL ESTATE BY USE OF THE IN
REM TAX FORECLOSURE IN SUPERIOR COURT**

Whereas, the General Assembly of the State of Georgia has by enactment made the following legislative findings:

- 1) The nonpayment of ad valorem taxes by property owners effectively shifts a greater tax burden to property owners willing and able to pay their share of such taxes;
- 2) The failure to pay ad valorem taxes creates a significant barrier to neighborhood and urban revitalization;
- 3) Significant tax delinquency creates barriers to marketability of the property;
- 4) Nonjudicial tax foreclosure procedures are inefficient, lengthy, and commonly result in title to real property which is neither marketable nor insurable;
- 5) In many instances, tax delinquency results in properties which present health and safety hazards to the public; and
- 6) The alternative to nonjudicial tax foreclosure procedures authorized by Article 5 of Chapter 4 of Title 48 of the Official Code of Georgia Annotated is an effective means of eliminating health and safety hazards by putting certain tax delinquent properties back on the tax rolls and into productive use; and

Whereas, the Lumpkin County Board of Commissioners desires to improve the payment of ad valorem taxes, improve the marketability and insurability of property, decrease safety hazards associated with delinquent properties, and return certain tax delinquent properties to the tax rolls and into productive use; and

Whereas, O.C.G.A. 48-4-76(a) provides that governing authorities of counties may proceed with judicial in rem tax foreclosures for delinquent taxes upon enacting an ordinance or resolution to do so; and

Whereas, by Lumpkin County Resolution No. 2009-55, the governing authority of Lumpkin County did adopt a resolution authorizing the Lumpkin County Tax Commissioner to undertake judicial in rem tax foreclosures for delinquent taxes, and

Whereas, the governing authority of Lumpkin County now desires to reaffirm such resolution and authorization;

Now therefore, it is hereby resolved that Lumpkin County Resolution No. 2009-55 is reaffirmed; and

It is further resolved that the duly elected Tax Commissioner for Lumpkin County shall have the authority to proceed with judicial in rem tax foreclosures for delinquent taxes as provided in O.C.G.A. 48-4-76 et. seq.

Resolved, adopted and effective this 19th day of January, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 19, 2021

Agenda Item: Appoint ACCG County Legislative Coordinator (CLC)

Item Description: Appoint ACCG County Legislative Coordinator (CLC)

LUMPKIN COUNTY RESOLUTION 2021 - 05

**Lumpkin County Board of Commissioners
Appointment of County Legislative Coordinator (CLC)**

WHEREAS, legislative decisions made by the Georgia General Assembly increasingly impact county governments; and

WHEREAS, ACCG monitors and reports on legislative proposals on a regular basis during and after each legislative session; and

WHEREAS, ACCG regularly seeks input and comment from county officials and staff in assessing the impact of legislative proposals and in developing responses to such proposals; and

WHEREAS, to ensure an effective and accurate response, there must be a process whereby reports from ACCG and requests from ACCG for information or analysis of legislative proposals are directed to the most appropriate county officials or staff for a response.

NOW, THEREFORE, BE IT RESOLVED to most effectively respond to legislative proposals affecting counties, there shall be one county official or staff person designated by the board of commissioners to serve as the County Legislative Coordinator (CLC) for Lumpkin County.

BE IT FURTHER RESOLVED that the CLC for Lumpkin County shall have the following:

1. Access to all department heads and county officials to obtain information and data.
2. Access to the members of the board of commissioners.
3. Working knowledge of county operations.
4. The ability and time to respond to requests for information from ACCG policy staff in a timely manner.
5. Authority within the county government structure to request and receive timely responses to requests for information.
6. Knowledge of the various departments within the county and the points of contact within each to obtain information and feedback.
7. Ability to provide periodic reports to the members of the board of commissioners and other county officials regarding the legislative reports and activities of ACCG.

BE IT FURTHER RESOLVED that the Lumpkin County Board of Commissioners hereby designates Melissa Z. Witcher to serve as CLC for Lumpkin County and until further notice.

BE IT FURTHER RESOLVED that notice of this appointment be immediately transmitted to the Association County Commissioners of Georgia.

Resolved, adopted and effective this 19th day of January, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher

Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 19, 2021

Agenda Item: Appoint Official Liaison for Hospital Development in Lumpkin County

Item Description: This is to designate a liaison for future hospital development in Lumpkin County.

LUMPKIN COUNTY RESOLUTION NO. 2021 – 06**A RESOLUTION TO DESIGNATE
A LIAISON FOR HOSPITAL DEVELOPMENT IN LUMPKIN COUNTY**

Whereas, the Lumpkin County Board of Commissioners desires to designate a liaison for future hospital development in Lumpkin County; and

Whereas, said liaison is an important means of communication between the developer and the Lumpkin County government in their joint effort to achieve the construction of a hospital in Lumpkin County;

Now therefore, it is hereby resolved that Commissioner David Miller shall be the designated liaison for hospital development in Lumpkin County;

Resolved, adopted and effective this 19th day of January, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 19, 2021

Agenda Item: Appoint Members to Park & Rec Citizens Advisory Board - Jason Davis Seat 2 & Autumn Chatham Seat 4

Item Description: Appoint Members to Park & Rec Citizens Advisory Board - Jason Davis to Seat 2 and Autumn Chatham to Seat 4 both with terms expiring 12/31/2020.

LUMPKIN COUNTY RESOLUTION NO. 2021 – 07

**A RESOLUTION TO APPOINT MEMBERS
TO THE CITIZENS ADVISORY BOARD
OF THE
LUMPKIN COUNTY PARKS AND RECREATION DEPARTMENT**

Whereas, the Board of Commissioners created the Lumpkin County Parks and Recreation Citizens Advisory Board by Lumpkin County Resolution No. 2013-78; and

Whereas, said board consists of five members serving staggered terms of two years in seats designated as Seats 1 through 5; and

Whereas, the Board of Commissioners desires to appoint members to serve in Seat 2 and 4 whose terms expire on December 31, 2020;

Now, therefore, be it resolved that the following individuals are appointed to serve on the Lumpkin County Parks and Recreation Advisory Board for the seats and terms indicated below:

Name:	Seat Number:	Term Expiration:
Jason Davis	2	December 31, 2022
Autumn Chatham	4	December 31, 2022

Resolved, adopted and effective this 19th day of January, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 19, 2021

Agenda Item: Appoint Member to the Lumpkin County Library Board- Linda Davis to Seat 5

Item Description: This is to appoint Linda Davis to Seat 5, of an unexpired term ending 06.30.2021.

LUMPKIN COUNTY RESOLUTION NO. 2021-08

**A RESOLUTION TO APPOINT A MEMBER
TO THE
LUMPKIN COUNTY LIBRARY BOARD OF TRUSTEES**

Whereas, the Board of Commissioners of Lumpkin County desires to appoint a member to the Lumpkin County Library Board of Trustees to serve in Seat 5 for the remainder of the unexpired term for such seat; and

Now, therefore, it is hereby resolved that the following person is hereby appointed to the Lumpkin County Library Board of Trustees for the seat and term as follows:

<u>Name</u>	<u>Seat</u>	<u>Term</u>
Linda Davis	5	January 19, 2021 to June 30, 2021

Resolved, adopted and effective this 19th day of January, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 19, 2021

Agenda Item: Appoint Member to Development Authority – (Henry Davis to Seat 1, with a term expiring 03/07/2022)

Item Description: Appoint Member to Development Authority - (Henry Davis to Seat 1, with a term expiring 03/07/2022)

LUMPKIN COUNTY RESOLUTION NO. 2021-09

**A RESOLUTION TO PROVIDE FOR THE APPOINTMENT OF A MEMBER TO THE
BOARD OF DIRECTORS OF THE DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY**

Whereas, the Board of Commissioners of Lumpkin County desires to appoint a member to the Board of Directors of the Development Authority of Lumpkin County to serve in Seat Number 1 for the remainder of the unexpired term for such seat;

Now therefore, it is hereby resolved that the following person is appointed to the Board of Directors of the Development Authority of Lumpkin County for the seat and term indicated below:

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Henry Davis	1	March 7, 2022

Resolved, adopted and effective this 19th day of January, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Senior Center Department

Date:	January 19, 2021
Agenda Item:	Legacy Link FY-2021 Addendum #1 Contract
Item Description:	CONTRACT ADDENDUM #1 - SFY2021 This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2020-039 A-S approved on September 29, 2020) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.
Facts & Historical Information:	Historically, funding for the Lumpkin County Senior Center (including cost of meals and operation of the Center) has largely been from federal grants appropriated through the Older Americans Act enacted in 1965, state grants and local sources. The appropriations to the Center come through eight (8) different fund sources. Legacy Link, Inc. is the Area Agency on Aging that manages federal and state funding allocations for the region that includes Lumpkin County. This 1st revision to Lumpkin County's allocation includes an increase for Center operation, congregate and home-delivered meal cost and material aid for congregate clients. The total amount of the increase is <u>\$90,998</u>. This includes a \$7,211 increase from existing fund sources, \$9,796 FFCRA disaster relief fund balance from SFY2020, and \$73,991 from CARES Act funds. There is no cash match required for any of these funds.
Potential Courses Of Action:	A. Submit an approved, signed Addendum #1 Contract. B. Do not submit an approved, signed Addendum #1 Contract.
Comparison:	If Course A is chosen, Lumpkin County will receive the increased allocation of \$90,998. If Course B is chosen, Lumpkin County risks losing the allocated increase of \$90,998.
Budget Impact:	The increase in the allocation will have a positive impact on the budget. The

increased allocation means that the burden to the general fund will be reduced by \$90,998.

Staff Recommendation: **It is recommended that the Addendum #1 Contract be approved, signed and submitted to Legacy Link, Inc.**

Attachments:

Legacy Link FY2021 Addendum #1



November 24, 2020

Lumpkin County Board of Commissioners
Attn. Mellissa Witcher
99 Courthouse Hill Suite H
Dahlonega, GA 30533

Dear Ms. Witcher:

Enclosed are two (2) original copies of the FY-2021 Addendum #1 Contract between The Legacy Link, Inc. and the Lumpkin County Board of Commissioners for Nutrition Program Services. This Addendum is for the contract period of July 1, 2020 - June 30, 2021.

After the Addendums have been reviewed and approved, **please sign and notarize both copies and return both copies** to The Legacy Link, Inc.. Mrs. Pat V. Freeman, Chief Executive Officer of The Legacy Link, Inc. will also sign them. A fully executed copy will then be returned to your office.

Please let me know if you have any questions about the enclosed. My phone number is (678) 677-8511 or e-mail at lgearls@legacylink.org.

Sincerely,

A handwritten signature in blue ink that reads "Linda Earls Clark". The signature is written in a cursive, flowing style.

Linda Earls Clark
Financial Specialist

Enclosure

Attachment: Legacy Link FY2021 Addendum #1 (2021-001 : Legacy Link FY-2021 Addendum #1 Contract)

ADDENDUM NO. 1
TO
AGREEMENT

BETWEEN THE LEGACY LINK, INC., AND LUMPKIN COUNTY BOARD OF COMMISSIONERS FOR THE PROVISION OF Nutrition program and entered into on the first day of July, 2020.

Said agreement is amended to read as follows.

W I T N E S S E T H:

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Services of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc., Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Material Aid-Individual services to the elderly

2. Description of Services.

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 7,200 units of congregate nutrition services to 50 elderly persons, 27,992 units of home-delivered nutrition services to 125 elderly persons, and providing material aide individual services to 26 elderly persons

5. Compensation.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed One Hundred Ten Thousand Five Hundred Twenty Five Dollars (\$110,525.00).

(c) The Legacy agrees to provide federal and state funds for congregate meals in the amount of Thirteen Thousand Three Hundred Seventy Four Dollars (\$13,374.00) and federal and state funds for home-delivered meals in the amount of Ninety One Thousand One Hundred Twenty One Dollars (\$91,121.00).

(d) The Legacy agrees to provide federal funds for material aid individual support services in the amount of Twenty One Thousand Eighteen Dollars (\$21,018.00), and material aid individual caregiver services in the amount of Ten Thousand Five Hundred Forty Dollars (\$10,540.00).

6. Non-Federal Funds.

(b) The minimum cash requirement for the term of the Agreement being Fifteen Thousand Sixty Six Dollars (\$15,066.00) for congregate meals and Nineteen Thousand Four Hundred Forty Seven Dollars (\$19,447) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being One Hundred Twenty Two Thousand Eight Hundred Thirty Dollars (\$122,830.00).

All other terms and conditions of this agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

THE LEGACY LINK, INC.

By: _____

Chief Executive Officer

Subscribed and sworn to
in our presence:

Notary Public

CONTRACTOR:
LUMPKIN COUNTY BOARD OF COMMISSIONERS

By: _____

Chairman

Subscribed and sworn to
in our presence:

Notary Public



Lumpkin County, Georgia

Finance Department

Date: January 19, 2021

Agenda Item: Mauldin & Jenkins - 2020 Audit Engagement Letter

Item Description: 2020 Audit engagement letter that identifies the applicable financial reporting framework, single audit standards, and the expected form & content of auditor's report.

Facts & Historical Information:

The firm of Mauldin and Jenkins has been the County's external auditor since 2007. The Board chose to place this service out for proposal in 2017 and the firm of Mauldin and Jenkins was the successful proposer. This engagement letter is for the year ending December 31, 2020. The letter identifies the applicable financial reporting framework, single audit standards, and the expected form and content of the auditor's report. The engagement letter also covers what the County is expected to prepare, what will be reviewed for conformance to standards and what will be audited. This letter also covers the date of the start of audit fieldwork on March 1, 2021 and states that reports will be issued no later than June 30, 2021. Fees for landfill assurance and any other state compliance reports are billed at an hourly rate. This also covers the inclusion of our Component Units in the report (Water Authority, Health Department, and Hospital Authority) and conduit debt. Fees for 2020 are \$58,000 base audit, landfill assurance, and single audit since the county's federal awards exceeded \$750,000 in 2020. The Development Authority will be presented as a component unit but will be billed separately from the County's audit fee.

Potential Courses Of Action:

Approve the signing of the audit letter as presented and previously negotiated

Budget Impact:

This is included in the 2021 budget.

Staff Recommendation:

Attachments:

Lumpkin County Engagement Letter - Single Audit 2020
 Lumpkin County Landfill Assurance Engagement Letter 2020
 Lumpkin County Landfill Assurance AUP Engagement Letter 2020



December 31, 2020

Board of Commissioners and
County Manager
Lumpkin County, Georgia
Attention: Abby Branan, Director of Finance
99 Courthouse Hill, Suite D
Dahlonega, Georgia 30533

We are pleased to confirm our understanding of the services we are to provide the Lumpkin County, Georgia (the County) for the year ended December 31, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the County as of and for the year then ended. We will obtain and place reliance on the report of other auditors for the Lumpkin County Department of Public Health, a discretely presented component unit of the County. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Changes in the County's Net Pension Liability and Related Ratios.
3. Schedule of County Contributions – Pension Plan.
4. Budgetary comparisons for the General Fund and Major Special Revenue Funds.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary

information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Schedule of Projects Constructed with Special Purpose Local Option Sales Tax Proceeds.
3. Combining and individual fund statements

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, we have no responsibility for determining whether such other information is properly stated, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory section
2. Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on -

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

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

of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the County Commission for the County. We will make reference to other auditor's report on the Lumpkin County Department of Public Health in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein.

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

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of

the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. You are also responsible for coordinating our access to information relevant to the preparation and fair presentation of the financial statements of component units which may include discussions with component unit management and their auditors.

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

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

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

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

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

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

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

We plan to obtain and place reliance on the report of other auditors for the Lumpkin County Department of Public Health, a discretely presented component unit of the County, assuming that our communications with the other auditors and review of their audit report and the financial statements of the Lumpkin County Department of Public Health provide sufficient and appropriate audit evidence on which to base our overall opinion on the aggregate discretely presented component units.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

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

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

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will

not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration, Fees, and Other

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

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

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

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

We expect to begin our audit on approximately March 1, 2020 and to issue our reports no later than June 30, 2020. Adam Fraley is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$58,000 for the year ended December 31, 2020. This fee includes other attestation procedures associated with the County's solid waste landfill assurance requirements. This fee also includes the performance of a Single Audit of one (1) major program, and the

Lumpkin County – 2020 Engagement Letter
 December 31, 2020
 Page 9

additional audit and reporting needed for the Airport Authority component unit and the County's TSPLOST. This fees does not include the additional audit for the Development Authority component unit. Fees for our audit of the Development Authority, as presented within the County's financial statements, is estimated to be \$7,500 to \$9,000. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

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

Sincerely,
 MAULDIN & JENKINS, LLC



Adam M. Fraley

RESPONSE:

This letter correctly sets forth the understanding of the County.

By: _____

Title: _____

Attachment: Lumpkin County Engagement Letter - Single Audit 2020 (2021-002 : Mauldin & Jenkins - 2020 Audit Engagement Letter)



January 6, 2021

Lumpkin County
 Attn.: Abby Branan, Director of Finance and Purchasing
 99 Courthouse Hill
 Dahlonega, Georgia 30533

We are pleased to confirm our understanding of the services we are to provide for Lumpkin County, Georgia (the "County") for the year ended December 31, 2020. We will examine management of Lumpkin County, Georgia's assertion made in the letter of Mr. Stan Kelley to Mr. Keith Stevens, of the Georgia Environmental Protection Division, about Lumpkin County, Georgia's compliance during the year ended December 31, 2020 with the requirements of regulations established by the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") concerning financial responsibility in solid waste handling facilities. The objectives of our examination are to (1) obtain reasonable assurance about whether management's assertion described above is free from material misstatement based on the regulations of the Georgia Department of Natural Resources, Environmental Protection Division concerning financial responsibility in solid waste handling facilities; and (2) to express an opinion as to whether management's assertion described above is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Members of the Board of Commissioners of Lumpkin County, Georgia. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. The misstatements could be a difference between the specific items within the letter of the County Finance Director and the compliance with the landfill financial assurance requirements. Misstatements can be intentional or unintentional, qualitative or quantitative, and include omissions.

Lumpkin County, Georgia
January 6, 2020
Page 2

You understand that the report is intended for the information and use of the County's management and the Georgia Department of Natural Resources, Environmental Protection Division and is not intended to be and should not be used by anyone other than these specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether management of the County's assertion included in the letter of Mr. Stan Kelley to Mr. Keith Stevens, of the Georgia Environmental Protection Division about the County's compliance with regulations of the Georgia Department of Natural Resources, Environmental Protection Division concerning financial responsibility in solid waste handling facilities during the year ended December 31, 2020 are free from material misstatement, based on the those regulations. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of your assertion made in the letter of Mr. Stan Kelley to Mr. Keith Stevens, of the Georgia Environmental Protection Division, about the County's compliance during the year ended December 31, 2020 in accordance with the regulations established by the Georgia Department of Natural Resources, Environmental Protection Division concerning financial responsibility in solid waste handling facilities; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about your compliance with the aforementioned requirements in accordance with the above described criteria. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

The engagement documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, we may be requested to make certain engagement documentation available to EPD pursuant to authority given to it by law or regulation. If requested, access to such engagement documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to EPD. EPD may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Lumpkin County, Georgia
January 6, 2020
Page 3

We plan to begin our procedures in March 1, 2021 and, unless unforeseeable problems are encountered, the engagement should be completed by June 30, 2021. Adam Fraley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fee for these services will be \$1,000 for the year ended December 31, 2020. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your examination. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

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

Sincerely,

MAULDIN & JENKINS, LLC



Adam M. Fraley

RESPONSE:

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

By: _____

Title: _____



January 6, 2021

Lumpkin County
Attn.: Abby Branan, Director of Finance and Purchasing
99 Courthouse Hill
Dahlonega, Georgia 30533

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for Lumpkin County, Georgia (the "County").

You will agree to the procedures described enumerated as follows and will acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is to evaluate management's assertion about the County's compliance with the financial assurance provisions of the Municipal Solid Waste Landfill Criteria under Subtitle D of the Resource Conservation Recovery Act (the "subject matter"). Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. The agreement and acknowledgment are contained within this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

- 1) We will recompute the liquid ratio by dividing the cash and marketable securities by total expenses/expenditures. The cash and marketable securities and total expenses/expenditures will be agreed to the County's audited annual financial statements for the year ended December 31, 2020. The County's ratio value will be compared to 0.05, the minimum threshold established by the regulations.
- 2) We will recompute the annual debt to service ratio by dividing the annual debt service by total expenses/expenditures. The annual debt service and the total expenses/expenditures will be agreed to the County's audited annual financial statements for the year ended December 31, 2020. The County's ratio value will be compared to 0.20, the maximum threshold established by the regulations.

Lumpkin County, Georgia
January 6, 2020
Page 2

- 3) We will recompute the relative financial strength ratio by dividing the assured costs for solid waste handling facility closure, postclosure, and/or corrective action costs by total revenue. The total assured costs for solid waste handling facility closure, postclosure, and/or corrective action costs and the total revenue will be agreed to the County's audited annual financial statements for the year ended December 31, 2020. The County's ratio value will be compared to 0.43, the maximum threshold established by the regulations.
- 4) We will recompute the operating deficit requirement for each of the past two years for the fiscal years ending December 31, 2019 and 2020. The operating deficit requirement for the year ending December 31, 2019 will be recomputed by dividing the difference between total revenues and total expenses/expenditures, excluding capital outlay and debt service, by the total revenues. The operating deficit requirement for the year ending December 31, 2020 will be recomputed by dividing the difference between total revenues and total expenses/expenditures, excluding capital outlay and debt service, by the total revenues. The County's operating surpluses for each year will be compared to the minimum threshold established by the regulations of deficits of less than or equal to 5%.
- 5) We will compare the letter written by the County Manager of Lumpkin County, Georgia to the information specified in the regulations (40 CFR 258.74(f)(3)(A)(1)) and determine if the letter included the required information. We also determine if this letter was included in the operating records of the Landfill.
- 6) We will inspect a copy of the County's annual audited financial statements for the year ended December 31, 2020 and document whether the opinion expressed by the independent, certified public accountant performing the audit was unmodified.
- 7) We will compare the disclosure for closure and postclosure care costs of the County's landfill in the notes to the basic financial statements included in the County's audited annual financial statements for the year ended December 31, 2020 to the requirements of Governmental Accounting Standards Board (GASB) Statement No.18, *Accounting for Municipal Solid Waste Landfill Closure and Postclosure Care Costs* and determine if the note includes all the required disclosures.
- 8) We will inspect a copy of the County's audited annual financial statements for the year ended December 31, 2020, which contains the County's disclosure of closure, postclosure and/or corrective action costs of the landfill, calculated in accordance with accounting principles generally accepted in the United States of America, and a copy of our independent auditor's report on the basic financial statements of the County, in the operating record of the Landfill, and determine if these reports were all included in the operating records.

Lumpkin County, Georgia
January 6, 2020
Page 3

Because the agreed-upon procedures listed above do not constitute an examination or review, we will not express an opinion or conclusion on the County's compliance with the financial assurance provisions of the Municipal Solid Waste Landfill Criteria under Subtitle D of the Resource Conservation Recovery Act. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We plan to begin our procedures on approximately March 1, 2021 and, unless unforeseeable problems are encountered, the engagement should be completed by June 30, 2021.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Board of Commissioners and management of the County. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restriction in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the subject matter, we will communicate such matters to you.

Lumpkin County, Georgia
January 6, 2020
Page 4

You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

You are responsible for the subject matter. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the subject matter in accordance with the regulations of the Georgia Department of Natural Resources, Environmental Protection Division.

Adam Fraley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$1,000 for the year ended December 31, 2020. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will consider whether they need to acknowledge in writing their agreement with the procedures performed or to be performed and their acknowledgment that the procedures are appropriate for their purposes.

Lumpkin County, Georgia
January 6, 2020
Page 5

If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. We appreciate your business

Thank you for this opportunity to be of assistance.

Sincerely,

MAULDIN & JENKINS, LLC



Adam M. Fraley

RESPONSE:

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

By: _____

Title: _____



Lumpkin County, Georgia

Special Projects Department

Date: January 19, 2021

Agenda Item: NRCS Lease Agreement

Item Description: NRCS Lease Agreement

Facts & Historical Information:

The Board's 2020 Policy on the use of county facilities by non-government entities grandfathered the existing use of space in county facilities. The board also directed staff to draft agreements for those entities that either had no formal agreement or whose agreement had expired. As part of the process, USDA, NRCS, was identified as an occupant of a facility with no current agreement. For the board's consideration, is the attached lease agreement for office space. NRCS works not only with the Planning Department but also with the Extension Office on items that impact our community. The county provides office space and a phone line. NRCS is responsible for office supplies, etc. to operate in the county.

Potential Courses Of Action:

The board could consider approving the agreement which is favorable and in line with the established policy.
The board could consider directing staff to draft a different agreement which could fall outside the policy.
The board could consider not offering space which could impact/delay some planning services in our community. This is lease favorable as it is against the "grandfather" clause of the policy.

Contract Term: The agreement is for one year with annual renewals.

Budget Impact: There is no impact to the operating budget.

Staff Recommendation: **The recommendation of staff is to approve the proposed agreement.**

Attachments:

NRCS Office Space Agreement

OFFICE SPACE AGREEMENT

STATE OF GEORGIA

COUNTY OF LUMPKIN

THIS AGREEMENT made and entered into as of the ___th day of January, 2021, by and between **LUMPKIN COUNTY**, a political subdivision of the State of Georgia, hereinafter referred to as "Lessor", and **UNITED STATES DEPARTMENT OF AGRICULTURE – NATURAL RESOURCES CONSERVATION SERVICE**, the federal government, hereinafter referred to as "Lessee".

1. PREMISES: The premises consist of office space located a county facility in Dahlonega, Georgia.
2. CONSIDERATION AND TERM: In consideration of the public benefit provided by Lessee to the citizens of Lumpkin County through its work to help provide assistance to farmers, promote conservation, and perform erosion control plan reviews for NPDES permitting. Lessor hereby leases to Lessee the premises described above from January 1, 2021, through December 31, 2021. The Lease Term shall automatically renew annually for as long as USDA-NRCS performs services in Lumpkin County.
3. MAINTENANCE: Lessee hereby agrees to maintain and keep the premises in good condition and free from unnecessary trash and debris. Lessee agrees to return the premises to Lessor, at the end of the lease term or upon earlier termination of this Lease Agreement as provided herein, in such condition so as to be as good as the property existed on the first day of this Lease. Lessor shall maintain the exterior structure, mechanical systems, and roof.
4. RIGHT OF ACCESS: Lessee shall at reasonable times give full access to Lessor or its agent for any reasonable lawful purpose.
5. PURPOSES: Lessor acknowledges that Lessee intends to use the property for the following purposes: office space.

Attachment: NRCS Office Space Agreement (2021-003 : NRCS Lease Agreement)

6. ORDINANCES AND STATUTES. Lessee shall comply with all statutes, ordinances and requirements of all local, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

7. HAZARDOUS MATERIALS. Neither Lessee, nor any of Lessee's agents, contractors, employees, licensees or invitees shall at any time handle, use, manufacture, store or dispose of in or about the Premises any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance (collectively "Hazardous Materials") subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"). Lessee shall protect, defend, indemnify and hold Lessor harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of Lessee to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials, or by reason of any actual or asserted failure of Lessee to keep, observe, or perform any provision of this paragraph.

Notwithstanding the foregoing, and subject to Lessor's prior consent, Lessee may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises for general office purposes; provided that Lessee shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, and appurtenant land or the environment.

8. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and Lessor may terminate this lease immediately.

9. INDEMNIFICATION OF LESSOR. Lessor shall not be liable for any damage or injury to Lessee or Lessee's property, or any other person or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to indemnify and hold Lessor harmless from any claim for such damages, no matter how caused. To the fullest extent permitted by law, Lessee shall defend, indemnify, and hold harmless Lumpkin County and Lumpkin County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents,

attorneys and volunteers (individually an “Indemnified Party” and collectively “Indemnified Parties”) from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney’s fees and costs of defense (“Liabilities”), which may arise from or be the result of alleged willful, negligent, or tortious act or omission arising out of Lessee’s use of the leased premises. This obligation to indemnify, defend and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the term of this Agreement.

10. INSURANCE:

Lessee shall keep in force throughout the Term a Commercial General Liability insurance policy or policies to protect Lessor against any liability to the public or to any invitee of Lessee incidental to the use of or resulting from any accident occurring in or upon the Premises with a limit of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 in the annual aggregate, or such larger amount as Lessor may prudently require from time to time, covering bodily injury and property damage liability.

The aforesaid policy shall (a) be provided at Lessee's expense; (b) name the Lessor as additional insured; (c) be issued by an insurance company with a minimum Best's rating of "A:VII"; and (d) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice (ten days for non-payment of premium) shall have been given to Lessor; and said policy or policies or certificates thereof shall be delivered to Lessor by Lessee upon the Commencement Date and at least thirty (30) days prior to each renewal of said insurance.

11. DEFAULT; REMEDIES.

A. Default. Each of the following events shall constitute a default by a party in the performance of its obligations under this Lease:

(1) The failure of a party to perform or observe any of the terms or conditions of this Lease to be observed or performed by such party if such failure is not cured within thirty (30) days after written notice thereof is given to the defaulting party (provided that if any non-monetary default cannot be cured within thirty (30) days, the defaulting party shall have additional time as necessary to cure such default so long as such party begins and proceeds diligently and continuously to cure such default); or

(2) The failure of a party to remedy, promptly after receipt of written notice from the other party, any hazardous condition which such party has created or suffered in breach of such party's obligations under this Lease.

B. Remedies. If a party shall default in the performance of its obligations under this Lease, the non-defaulting party may exercise any remedy available at law or in equity, and shall specifically include, but is not limited to, the following: The non-defaulting party may terminate this Lease upon the delivery of notice thereof to defaulting party, and thereafter, Lessor shall have the right to immediate possession of the Property and Lessee shall peacefully surrender possession of the Property to Lessor.

C. All right and remedies available to Lessor and Lessee, by law or in this Lease shall be cumulative and concurrent.

12. TERMINATION: Lessee shall have the right to terminate this lease at any time upon providing written notice to Lessor. Lessor shall have the right to terminate this Lease if Lessor provides written notice to Lessee at least ninety (90) days in advance of the proposed early termination date. Said notice shall be delivered via U.S. mail, addressed to:

USDA-Natural Resources Conservation Service
355 East Hancock Ave
Stop Number 200
Athens, Georgia 30601

At the end of the lease term, or upon earlier termination of the lease as provided herein, Lessor shall vacate the premises and return the premises in such condition so as to be as good as the property existed on the first day of this Lease.

13. ATTORNEY'S FEES. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

14. MISCELLANEOUS:

- (a) Time is of the essence of this Agreement.
- (b) This agreement constitutes the entire Agreement between the parties, and no representations, inducement, promises, or agreements, oral or written, between the parties not embodied herein shall be of any force of effect.
- (c) No modification of this Agreement shall be valid or binding upon the parties unless in writing and signed by the party to be charged.
- (d) This Agreement is a Georgia contract, and shall be construed in accordance with the laws of the State of Georgia.

(e) This Agreement shall be binding upon the parties, and their successors and assigns.

(f) Any failure of Lessor to insist upon the strict compliance and prompt performance of any covenant and conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Lessor's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Lessor for any such violation. No provision, covenant or condition of this Lease may be waived by Lessor unless such waiver is in writing and signed by Lessor.

(g) If any part, clause, provision, condition, term, paragraph or subparagraph of this Lease is or becomes unconstitutional, illegal, invalid or unenforceable because of any present or future laws, the remaining parts of this Lease shall not be affected thereby unless such invalidity is, in the sole determination of the Lessor, essential to the rights of both parties, in which event Lessor shall be entitled to terminate this Lease by giving notice to Lessee.

IN WITNESS WHEREOF, the parties have executed this agreement.

LESSOR:

Lumpkin County
By:

Chris Dockery, Chairman

Attest:

Melissa Z. Witcher, Clerk

LESSEE:

USDA-NRCS
By:

Attachment: NRCS Office Space Agreement (2021-003 : NRCS Lease Agreement)



Lumpkin County, Georgia

Tax Commissioner Department

Date:	January 19, 2021
Agenda Item:	Agreement for Ad Valorem Tax Billing and Collection for City of Dahlonega
Item Description:	The new tax commissioner is asking the board to consider a contract for the billing and collection of the City's tax digest/ad valorem taxes. This agreement has historically been part of service delivery between the city and the county. It sets forth the amounts that the city will pay for the digest levy, billing, and collection on their behalf. The agreement also contains a provision for the Tax Commissioner to receive \$2.50 per incorporated parcel in accordance with state law for performing this duty which is above and beyond the requirement for this elected position. These funds, approximately \$5,000, go to the Tax Commissioner personally. This agreement must also be approved by the City of Dahlonega and the Tax Commissioner and is in accordance with O.C.G.A. 48-5-359.1(a)(1)(A). This agreement runs the term of the Tax Commissioner.
Attachments:	Agreement for City Ad Valorem Tax Billing and Collection

STATE OF GEORGIA,
COUNTY OF LUMPKIN

AGREEMENT FOR CITY AD VALOREM TAX BILLING AND COLLECTION

In accord with O.C.G.A. 48-5-359.1(a)(1)(A), the City of Dahlonega, a municipal corporation chartered by the State of Georgia (hereinafter “City”), and Lumpkin County, a political subdivision of the State of Georgia (hereinafter “County”), and Mike Young, Tax Commissioner for Lumpkin County (hereinafter “Tax Commissioner”), agree to the following:

The Tax Commissioner shall prepare the tax digest for the City; shall assess and collect municipal taxes in the same manner as county taxes; and, for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes, including, without limitation, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through bankruptcy court proceedings. The Tax Commissioner is hereby appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City for purposes of this agreement.

The Tax Commissioner shall use the 100 percent fair market value determined for the property for county ad valorem taxation purposes for property subject to municipal ad valorem taxation to prepare the digest. The City shall provide any information reasonably necessary for the Tax Commissioner to complete and deposit the digest, including the millage rate within the City, by September 1 each year. The parties acknowledge that the State Revenue Commissioner may accept a digest for review if the City has not established a millage rate as of September 1. O.C.G.A. 48-5-32.1(e).

The City shall pay to the County, the following rates based on collection of the annual City digest levy:

- 6% up to \$6,000;
- 5% up to \$14,000;
- 4% up to \$24,000;
- 3% up to \$36,000;
- 2.5% up to \$52,000; and,
- 2% on all amounts over \$52,000.

Additionally, the City shall pay to the Tax Commissioner a charge of \$2.50 per City account.

Payments due from the City shall be deducted from tax collections received by the Tax Commissioner throughout the year and shall be for reimbursement of the cost to the County and the Tax Commissioner providing this service to the City in accord with O.C.G.A. 48-5-359.1(a)(1)(A).

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in Lumpkin County, Georgia. All suits or causes of action arising out of the Agreement shall be pursued in Lumpkin County, Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement, and any counterpart shall be considered an original authorized by representatives of each party.

This ____ day of _____, 2021.

Lumpkin County:

City of Dahlonega:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Sam Norton, Mayor

Attest:

Attest:

Melissa Z. Witcher, County Clerk

Mary Csukas, City Clerk

Lumpkin County Tax Commissioner:

Mike Young



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 19, 2021

Agenda Item: Addendum #1 to 2017 Service Delivery Strategy Agreement - Lumpkin County & City of Dahlonega

Item Description: Addendum #1 to 2017 Service Delivery Strategy Agreement - Lumpkin County & City of Dahlonega

**Facts & Historical
Information:**

In 2017, Lumpkin County and the City of Dahlonega, in accordance with state law, reached an agreement for the provision of and to avoid duplication of services called a Service Delivery Strategy Agreement (SDSA). Service Delivery Agreements are for 10-year periods of time but can be amended as the needs of the governing bodies, and services provided, evolve. The City of Dahlonega recently created a Stormwater Utility as an effort to fund needed repairs to their stormwater system. The ordinance, as written, provides for limited exemptions to payment of the fees for impervious surfaces and provides for an application for the credit process. The county has applied for credits for all eligible parcels that either have no direct discharge to the city's system or discharge to the reservoir not in a city-controlled stormwater asset. Staff members from the city and county have worked over the past two months to identify all the eligible parcels and the appropriate credits. After all of the credits are applied, the county's monthly stormwater utility bill charges will be approximately ~\$12,000 annually. While the city's ordinance does not allow for fees to be waived for other government entities, cities and counties can renegotiate their service delivery agreements at any time when there are changes in services. The city is willing to increase the amount they pay to the county annually by \$4,000 for supplemental law enforcement services. While they have not used these services in 2020-2021 due to the pandemic, they anticipate festivals and activities increasing resulting in use of this clause this year and in future years. This would bring the total compensation for supplemental law enforcement services to \$12,000 annually which offsets the costs of the new utility fee. This amendment is crafted to run with the current term of the SDS and will end when a new SDS is adopted by both entities. Staff worked with our attorney to draft the attached document for the board's consideration. This document has also been shared with the City of Dahlonega.

**Potential Courses
Of Action:**

The board can consider approving the amendment to the SDSA whereby the city increases their annual contribution for supplemental law enforcement services which offsets the storm water utility fees.

The board can choose to not consider the amendment and pay the credits with no offset from the city.

Contract Term:

The board could choose to negotiate further with the city.
2021-2027

Budget Impact:

There is no impact to the budget if the Addendum is accepted by both entities as it will negate the new utility charges. The fees were included in the county's '21 budget.

Staff Recommendation:**Attachments:**

Addendum 1 to the 2017 Service Delivery Strategy Agreement btwn LC and COD

**Amendment 1 to the
2017 Service Delivery Strategy Agreement
Between Lumpkin County
and City of Dahlonega**

The undersigned authorized representatives of the governing authority of Lumpkin County, Georgia ("County") and the undersigned authorized representatives of the City of Dahlonega ("City"), entered into the 2017 Service Delivery Strategy Agreement ("SDSA") in February, 2017.

The County and the City have agreed to amend Section 2 of the SDSA to increase the amount paid by the City to the County for supplemental law enforcement expenses.

This Amendment is based upon the mutual promises and benefits herein and within the SDSA and other good and valuable consideration.

The County and the City hereby agree to amend Section 2 of the SDSA as follows:

The City will pay to the County the sum of Twelve Thousand Dollars (\$12,000) annually on or before June 1 of each year for supplement law enforcement expenses within the City incurred by the County by virtue of the City's use of off duty deputies from the Sheriff's Department. This compensation shall be in addition to the direct payments by the City to off duty deputies. The City will provide liability insurance coverage for those deputies assigned to City duties. The City and the Sheriff may agree in writing to additional supplemental law enforcement services during the term of the SDSA with the consent of the County which shall not be unreasonably withheld.

This amendment shall be effective for the payment due on or before June 1, 2021 and shall continue through the remainder of the term of the SDSA, unless otherwise agreed by the parties in writing.

All other portions of the agreement and services currently provided County-wide by the County will continue to be provided by the County in the City limits as well at no cost to the City. Unless otherwise amended herein, all other terms and conditions of the SDSA shall continue in full force and effect.

Executed this _____ day of January, 2021, by the undersigned representatives of the parties.

Lumpkin County, Georgia ("County")

City of Dahlonega ("City")

By:

By:

Chris Dockery, Chairman

Sam Norton, Mayor

Attest:

Attest:

Melissa Witcher, Clerk

Mary Csukas, City Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 19, 2021

Agenda Item: Election of Vice Chairman

Item Description: Election of Vice Chairman



Lumpkin County, Georgia

Community and Employee Services Department

Date: January 19, 2021

Agenda Item: Consider Move to Self-Funded Health Insurance

Item Description: Consider Move to Self Funded Health Insurance

Facts & Historical Information:

The Lumpkin County Board of Commissioners offers an employee benefits package including health insurance. For over ten years, the county has struggled with high use which has resulted in ongoing premium increases and plan changes. In 2018, the Board hired Turner, Wood & Smith as our employee benefits consultant. The Board directed TWS to find ways to control health care costs for both the employer and the employee.

TWS indicated that improving costs would be a multi-step process occurring over time, not a quick fix. Over the past three years, a new health insurance provider was selected, plan changes were made, and work has been done to educate employees on how to make less expensive provider choices, especially for imaging services and medications. Even with all these changes, plan costs, especially drug costs, continue to rise. Again this year, if the county stays with a fully insured health plan, we will see an increase to premiums.

We have reached the point where TWS recommends the Board consider the option of moving from a fully insured plan to a self-insured plan. A self-insured health plan is a funding arrangement in which the employer assumes direct financial responsibility for the costs of enrollees' medical claims. Rather than paying fixed premiums to an insurance company—which, in turn, assumes the financial risk of paying claims—the employer pays for medical claims out-of-pocket as they are incurred. With a fully insured plan, the organization pays a premium, typically fixed for a year, to the insurance carrier. With a self-insured, or self-funded plan, the employer pays for each claim “out of pocket” as it is presented instead of paying a fixed premium to an insurance company for a fully-insured plan.

To limit risk, the county would purchase stop-loss insurance which reimburses the county for claims that exceed a predetermined level. The stop-loss coverage is purchased to cover catastrophic claims on one covered person (specific coverage) and to cover claims that significantly exceed the expected level for all employees covered by the county (aggregate coverage). Stop-loss insurance operates like a catastrophic coverage plan that indemnifies the county from abnormal claim frequency and severity.

When using a fully funded plan, the health insurance company owns the claims data. This prevents the county from accessing actionable data. Should the Board choose to move to a self-funded plan, the data will belong to the county and, following appropriate privacy guidelines, our plan may be managed in a way that could be beneficial to both employees and to the county. The primary benefits of switching to a self-insured plan include the opportunity to tailor a plan to our workforce, the opportunity to better manage drug costs and to contract with providers or networks best suited to meet our needs, and no requirement to pre-pay for coverage, which may improve cash flow. Additionally, the county would see a reduction in insurance overhead costs. Fully funded carriers assess a risk charge for insured policies, but self-insurance removes this charge and also reduces state premium taxes.

Should the Board choose to move to self-funded, it is important to note that TWS does not recommend making any big plan or premium changes immediately. Moving to self-funded may allow for some specific improvements in the first year, but it will be important to obtain data and manage coverages to make sure that our costs do improve over time. While the goal is to improve costs and the type of plan offered, this will continue to be a process. Self-funding should be viewed as a long-term strategy in which good and bad claim years average out in the county's favor.

Self-insured plans work best for employers who have a strong cash flow or reserves. Along with the Board and TWS guidance, county staff have been working towards this option for the past few years. This has included putting aside a certain amount of money so that the county now has approximately \$500,000 in place to cover plan costs and serve as a reserve to mitigate unexpected claims costs. Plan costs would include the cost of actual claims, hiring a Third-Party Administrator (TPA) to process claims, the cost of stop-loss premiums, and any other set fees charged per employee.

**Potential Courses
Of Action:**

- A. Direct TWS to move forward with a medical RFP for a self-funded plan.
- B. Choose to continue with the fully insured plan.

Compare and Contrast:

Option A will allow more flexibility in knowing specifics about our plan

costs which should allow for possible cost savings. There is always some risk with going self-funded. Claims could be higher than anticipated. This would not only mean that the claims costs were higher, but that the stop-loss coverage cost would increase as well. However, the county is well positioned to make this change in 2021. The \$500,000 set aside will be used to help mitigate these potential increases while also helping to stabilize employee costs. Selecting Option B will mean that premium costs will continue to increase, the plan coverages will not improve in any significant way, and the county will continue to be unable to manage costs to any greater degree than is currently being done, unless plan coverages are impacted in even more negative ways.

Budget Impact:

The Board sets aside money in each year's budget to cover the county's portion of this cost. Since it is not yet known what the cost for either a self-funded plan or for next year's fully-funded plan would be, budget impact is difficult to predict. It is expected that, especially in the first year of a self-funded plan, there will be lower claims costs during the "run-out" period when claims are being covered by the prior insurance policy. We would be paying for only claims incurred rather than premiums, and could possibly earn interest on any unclaimed reserves. TWS anticipates a first-year savings of 15% to 20% or more depending on overall claims.

Staff Recommendation:

Course of Action A.



Lumpkin County, Georgia

Finance Department

Date: January 19, 2021

Agenda Item: Request for Budget Amendment - Magistrate Court

Item Description: Request for Budget Amendment - Magistrate Court

Facts & Historical Information: Chief Magistrate Judge Randy Pruitt is requesting a budget amendment to move the salary and FICA/Med budget for a Part-time Magistrate Judge from Probate Court to Magistrate Court.

Probate Court Judge Michael Chastain has been serving as part-time Magistrate Court Judge, and the pay for this position has been held in the Probate Court budget. Because Judge Chastain is the Probate Judge, his pay for part-time Magistrate Court Judge is in the form of a supplement. In 2020, he was compensated \$17,588.07, as determined by the State of Georgia's Salary Guide. The FICA/Med for this role was \$1,345.49, totaling \$18,933.56.

Because a replacement part-time Magistrate Court Judge will be paid from the Magistrate Court budget, Judge Pruitt has requested the pay for this position (\$18,933.56) be moved from the Probate Court budget to Magistrate Court. Per the 2021 Salary Guide, the pay for a new part-time Magistrate Court Judge is \$8,237.95, and FICA/Med will be \$630.20, totaling \$8,868.15.

Potential Courses Of Action:

- A. Approve the budget amendment as requested.
- B. Approve the budget amendment for only the amount needed to cover the salary and FICA/Med of the new part-time Magistrate Court Judge and leave the remainder in the Probate Court budget.
- C. Approve the budget amendment for only the amount needed to cover the salary and FICA/Med of the new part-time Magistrate Court Judge and move the remainder to another departmental budget, such as Contingency Expense.
- D. Take no action.

Budget Impact: There is no negative impact to the County's operating budget, as this position is included in the 2021 budget.

Staff Recommendation:

Attachments:

Salary Guide-FINAL

Judge Pruitt Letter

MAGISTRATES MINIMUM SALARY FOR 2021

Minimum salaries for elected and appointed magistrate judges are calculated according to the procedure summarized below. Note that there are no COLAs for 2009, 2010, 2011, 2012, 2013, 2014, 2019, or 2021. To compute state minimum salaries for magistrates, follow these steps:

Step 1: Establish the Base Salary. Start with the annual base salary for the magistrate shown in the “Schedule of Base Salaries” using the county's population reported in the census estimate in APPENDIX D.⁵³ However, if the county's population decreased since the 2010 Census (APPENDIX E) or 2000 Census (APPENDIX F), bringing the magistrate into a population bracket with a lower base salary, then the magistrate is entitled to receive the base salary of the previous census in the higher population bracket so long as he or she is in office.⁵⁴

For Full-time Chief Magistrates. For those chief magistrates who regularly perform the duty of magistrate at least 40 hours per week, use the base salary in the schedule.⁵⁵

For Part-time Chief Magistrates. For those chief magistrates who regularly perform the duty of magistrate less than 40 hours per week, use the hourly equivalent of the schedule multiplied by the actual number of hours worked. The chief magistrate must certify the actual number of hours worked to the county governing authority.⁵⁶

For Full-time Magistrates Who Are Not Chief Magistrates. For those individuals who perform the duties of a magistrate judge at least 40 hours per week, use 90% of the base salary according to population from the Schedule of Base Salaries below or \$46,217.52 per year (i.e., \$3,851.46 per month), whichever is less.⁵⁷

For Part-time Magistrates Who Are Not Chief Magistrates and On-call Magistrates. For those individuals appointed as magistrates who perform the duty of magistrate judge less than 40 hours per week, use 90% of the base salary according to population from the Schedule of Base Salaries below or \$22.22 per hour, whichever is less. Regardless of the number of hours worked, however, each magistrate must be paid at least \$7,110.96 per year (or \$592.58 per month). The chief magistrate must certify the number of hours worked by part-time magistrates to the county governing authority.⁵⁸

Schedule of Base Salaries

Population	Base Salary
0 — 5,999	\$29,832.20
6,000 — 11,889	\$40,967.92
11,890 — 19,999	\$46,408.38
20,000 — 28,999	\$49,721.70
29,000 — 38,999	\$53,035.03
39,000 — 49,999	\$56,352.46
50,000 — 74,999	\$63,164.60
75,000 — 99,999	\$67,800.09
100,000 — 149,999	\$72,434.13

150,000 — 199,999	\$77,344.56
200,000 — 249,999	\$84,458.82
250,000 — 299,999	\$91,682.66
300,000 — 399,999	\$101,207.60
400,000 — 499,999	\$105,316.72
500,000 or more	\$109,425.84

Step 2: Add Statutory Supplement. If the magistrate also serves as clerk to the magistrate court, add \$3,883.08 (\$323.59 per month).⁵⁹

Step 3: Add Longevity. Elected, appointed, full-time and part-time magistrates are entitled to longevity increases if they have served at least one full 4-year term that was completed after December 31, 1995. To figure the amount of the longevity increase, first determine the total number of 4-year terms that were completed by the magistrate since 1995 and multiply the number of terms by 5%. Then, add (1) the base salary, (2) the statutory supplement from Step 2 (if applicable), and multiply that sum by the applicable longevity rate of increase. For 2021, the rate of the longevity increase ranges (in 5% increments) from 0% for a first-term magistrate to a maximum of 35% for one who has completed seven or more terms of office.⁶⁰

Step 4: Add 2007 COLA. The 2007 cost of living adjustment is determined by adding (1) the base salary, (2) the supplement (if applicable), and (3) the longevity amount (if applicable), and multiplying that sum by **2.89%**. This COLA is added regardless of when the magistrate first took office.⁶¹

Step 5: Add 2008 COLA. The 2008 cost of living adjustment is determined by adding (1) the base salary, (2) the supplement (if applicable), (3) the longevity amount (if applicable), and (4) the 2007 COLA, and multiplying that sum by **3.00%**. This COLA is added regardless of when the magistrate first took office.⁶²

Reminder: There is no COLA for 2009, 2010, 2011, 2012, 2013, or 2014.

Step 6: Add 2015 COLA. The 2015 cost of living adjustment is determined by adding (1) the base salary, (2) the supplement (if applicable), (3) the longevity amount (if applicable), (4) the 2007 COLA, and (5) the 2008 COLA, and multiplying that sum by **1.00%**. This COLA is added regardless of when the magistrate first took office.⁶³

Step 7: Add 2016 COLA. The 2016 cost of living adjustment is determined by adding (1) the base salary, (2) the supplement (if applicable), (3) the longevity amount (if applicable), (4) the 2007 COLA, (5) the 2008 COLA, and (6) the 2015 COLA, and multiplying that sum by **1.00%**. This COLA is added regardless of when the magistrate first took office.⁶⁴

Step 8: Add 2017 COLA. The 2017 cost of living adjustment is determined by adding (1) the base salary, (2) the supplement (if applicable), (3) the longevity amount (if applicable), (4) the 2007 COLA, (5) the 2008 COLA, (6) the 2015 COLA, and (7) the 2016 COLA, and multiplying that sum by **3.00%**. This COLA is added regardless of when the magistrate first took office.⁶⁵

Step 9: Add 2018 COLA. The 2018 cost of living adjustment is determined by adding (1) the base salary, (2) the supplement (if applicable), (3) the longevity amount (if applicable), (4) the 2007 COLA, (5) the 2008 COLA, (6) the 2015 COLA, (7) the 2016 COLA, and (8) the 2017 COLA, and multiplying that sum by **2.00%**. This COLA is added regardless of when the magistrate first took office.⁶⁶

Reminder: There is no COLA for 2019.

Step 10: Add 2020 COLA. The 2020 cost of living adjustment is determined by adding (1) the base salary, (2) the supplement (if applicable), (3) the longevity amount (if applicable), (4) the 2007 COLA, (5) the 2008 COLA, (6) the 2015 COLA, (7) the 2016 COLA, (8) the 2017 COLA, and (9) the 2018 COLA, and multiplying that sum by **2.00%**. This COLA is added regardless of when the magistrate first took office.⁶⁷

Reminder: There is no COLA for 2021.

Step 11: Add Local Supplement (If Any). County commissioners are authorized, but not required, to provide local supplements to the magistrate in addition to the minimum compensation provided by general or local law. However, once a local supplement is given, it may not be reduced or eliminated during any term of office. Local supplements are not subject to longevity increases or COLAs, unless granted by the county commissioners.⁶⁸

Final Step: Compare to Local Legislation. Many magistrates' salaries are governed by local Acts of the legislature rather than statewide minimum salary law. In general, a magistrate is paid either according to the procedures set forth above or according to local legislation. If the salary established by local legislation, plus any local supplement, is higher than the amount calculated in Step 1, then the magistrate is entitled to be paid according to local legislation plus local supplement. If the salary established by local legislation, plus any local supplement, is less than the amount calculated in Step 1, then the magistrate is entitled to the amount calculated in Steps 1 through 11.⁶⁹ For more information about salaries set by local legislation, please see page 33.

Note: Magistrates are required to be paid in equal monthly installments.⁷⁰

OPTIONAL EXPENSE ALLOWANCE

County commissioners are authorized, but not required, to provide a monthly expense allowance to the magistrate and the clerk of the magistrate court based upon population as determined by the 2010 Census. The minimum amounts are listed in the Optional Expense Allowance Schedule below. If granted by the county commissioners, this discretionary expense allowance is in addition to any other salary, fees, or expenses required by law.⁷¹ For tax purposes, expense allowances must be treated as income to the magistrate and reported to the IRS.

Optional Expense Allowance Schedule

Population	Minimum Monthly Expense Allowance
0 — 11,889	\$100.00
11,890 — 74,999	\$200.00
75,000 — 249,999	\$300.00
250,000 — 499,999	\$400.00
500,000 or more	\$500.00

PROBATE JUDGES MINIMUM SALARY FOR 2021

Minimum salaries for probate judges are calculated according to the procedure summarized below. **Effective January 1, 2021, a new base salary table for probate judges becomes effective. Those base salaries include all previously awarded COLAs through 2019, and therefore only the 2020 COLA must be added.** To compute state minimum probate judges' salaries, follow these steps:

Step 1: Establish the Base Salary. Start with the annual base salary for the probate judge shown in the "Schedule of Base Salaries" below, using the county's population reported in the latest population estimate from the Georgia Department of Community Affairs (see APPENDIX D).⁷² However, if the population has decreased since the 2010 Census (see APPENDIX E) or the 2000 Census (see APPENDIX F) bringing the probate judge into a population bracket with a lower base salary, then the probate judge is entitled to receive the base salary of the previous census in the higher population bracket so long as that probate judge is in office.⁷³

Schedule of Base Salaries

Population	Base Salary
0 — 5,999	\$35,576.65
6,000 — 11,889	\$48,856.63
11,890 — 19,999	\$55,344.71
20,000 — 28,999	\$59,296.04
29,000 — 38,999	\$63,247.38
39,000 — 49,999	\$67,203.60
50,000 — 74,999	\$75,327.48
75,000 — 99,999	\$80,855.58
100,000 — 149,999	\$86,381.94
150,000 — 199,999	\$92,237.91
200,000 — 249,999	\$100,722.08
250,000 — 299,999	\$109,336.93
300,000 — 399,999	\$120,695.99
400,000 — 499,999	\$125,596.32
500,000 or more	\$130,496.72

Step 2: Add Statutory Supplements. Add the annual supplements listed below to which the probate judge is entitled, if applicable:

- + \$4,630.80 for conducting elections⁷⁴
- + \$5,787.36 for serving as judge for traffic cases⁷⁵

Note: The supplements for serving as magistrate or clerk to magistrate court are addressed in Steps 6 through 8 below.⁷⁶

Step 3: Add Longevity. First, determine the total number of complete 4-year terms (i.e., no partial terms) served by the probate judge after December 31, 1976 and multiply the number of terms by 5%. To figure the amount of the longevity increase, multiply the base salary plus supplements for serving as election superintendent or hearing traffic cases by the applicable rate of increase. For 2021, the rate of the longevity increase ranges (in 5% increments) from 0% for first-term probate judges to a maximum of 55% for those who have completed eleven or more terms of office.⁷⁷

Step 4: Add 2020 COLA. The 2020 cost of living adjustment is determined by adding (1) the base salary, (2) the supplements from Step 2 (if applicable), and (3) the longevity amount from Step 3 (if applicable), and multiplying that sum by **2.00%**. This COLA is added regardless of when the probate judge first took office.⁷⁸

Step 5: Add Local Supplement (If Any). County commissioners are authorized, but not required, to provide local supplements to the probate judge in addition to the minimum compensation provided by general or local law. However, once a local supplement is given, it may not be reduced or eliminated during the probate judge's term of office. Local supplements are not subject to longevity and COLAs, unless granted by the county commissioners.⁷⁹

ADDITIONAL COMPENSATION FOR PROBATE JUDGE SERVING AS MAGISTRATE OR CLERK TO MAGISTRATE COURT

Step 6: Add Magistrate Supplement. If the probate judge also serves as chief magistrate or magistrate, add \$13,223.25 as adjusted by Step 7.⁸⁰

Step 7: Add Longevity. First, determine the total number of complete 4-year terms where the term was completed after December 31, 1999 and multiply the number of terms by 5%. To figure the amount of the longevity increase to the supplement for serving as magistrate, multiply the additional supplement in Step 6 by the applicable rate of increase. For 2021, the rate of longevity increase ranges (in 5% increments) from 0% for first-term magistrates to a maximum of 30% for those who have completed six or more terms of office.⁸¹

Step 8: Add Magistrate Court Clerk Supplement (If Applicable). If the probate judge serves as the magistrate and also serves as the clerk to the magistrate court, then add \$3,883.08.⁸² However, note that a probate judge serving as magistrate and as clerk to the magistrate court is not entitled to a longevity or COLA increase to this supplement for serving as clerk to the magistrate court.⁸³

Final Step: Compare to Local Legislation. Many probate judges' salaries are governed by local Acts of the legislature rather than statewide minimum salary law. In general, a probate judge is paid either according to the procedures set forth above or according to local legislation, whichever is higher. If the salary established by local legislation is higher than the amount established by the steps above, then the probate judge is entitled to be paid according to local legislation. If the salary established by local legislation is less than the amount established by the steps above, then the probate judge is entitled to the amount established by the steps above.⁸⁴ For more information about salaries set by local legislation, please see page 33.

Note: Probate Judges are required to be paid in equal monthly installments.⁸⁵

OPTIONAL EXPENSE ALLOWANCE

County commissioners are authorized, but not required, to provide a monthly expense allowance to the probate judge based upon population as determined by the 2010 Census. The minimum amounts are listed in the Optional Expense Allowance Schedule below. If granted by the board of commissioners, this discretionary expense allowance is in addition to any other salary, fees, or expenses required by law.⁸⁶ For tax purposes, expense allowances must be treated as income probate judge and reported to the IRS.

Optional Expense Allowance Schedule

Population	Minimum Monthly Expense Allowance
0 — 11,889	\$100.00
11,890 — 74,999	\$200.00
75,000 — 249,999	\$300.00
250,000 — 499,999	\$400.00
500,000 or more	\$500.00



RANDY M. PRUITT

Chief Magistrate Judge

325 Riley Road, Room 109

Dahlonega, GA 30533

Phone: (706) 864-7760 • Fax: (706) 867-8643

January 11, 2021

TO: Lumpkin County Board of County Commissioners

In order to clear up the confusion and misinformation from the recent work session I am presenting the following facts:

- A.) The money requested, \$17,588.07, was originally in the Magistrate Court budget, and was transferred to the Probate Court budget in order to facilitate the payment of Judge Chastain after he was appointed as an assistant Magistrate Judge.
- B.) This was done at the request of Human Resources to prevent the necessity of writing two checks to Judge Chastain; one for his Probate salary and one for his compensation as Magistrate Judge.
- C.) The beginning, part-time, salary for both Michael Chastain and Dyann Beaty was \$13,388.00. **It is significant to remember that both Judge Chastain and Judge Beaty began serving as Magistrate Judges eight (8) years ago.**
- D.) The need for a third Magistrate Judge is not in question for this budget request. The position exists in the magistrate Court and has done so for eight (8) years. The need for a third judge has **not** diminished over the years.
- E.) The number of hours Judge Sheppard will work will be commensurate with his status as a part time employee. The Magistrate Court does not need micro-management from the County in order to comply with this requirement.
- F.) I am requesting that the entire amount that was allocated to the Probate Court budget, for the benefit of the Magistrate Court be returned to the Magistrate Court budget. The entire \$17,588.07 has already been allocated for the benefit of the Magistrate Court, and approved in the County's 2021 overall budget.

Thank you.

RANDY M. PRUITT
CHIEF MAGISTRATE JUDGE
LUMPKIN COUNTY



Lumpkin County, Georgia

Special Projects Department

Date: January 19, 2021

Agenda Item: Visitors Center Repairs

Item Description: Visitors Center Repairs

Facts & Historical Information:

The City of Dahlonega and Lumpkin County jointly own the property located at 13 Park Street and known as the Chamber Building/Visitor's Center. The facility was constructed in the 1990s and has had some renovation and repair work completed on it through the years. As owners of the facility, it is common for the owners to maintain the main structures of the facility such as the roof, electrical, and plumbing. Given we are joint owners with the City such projects can be undertaken as joint projects with each entity contributing an equal amount to the project. Late in 2020, it was brought to our attention that the facility was sustaining some water damage on the second floor. An inspection revealed that there were some issues with flashing around the dormers and some shingle issues over several different areas of the roof. It was also noted that several shingles had blown off the building during some of the high wind events that occurred last year. There is also damage to the soffit and fascia. The facility would be on the list for a new roof within the next 5 years but the water is causing damage that is deteriorating the structure and needs immediate attention before funds for an entire new roof can be worked into the annual budget process for both entities. County staff issued an RFP for the work but only received one response and rejected the proposal. The county uses Garland DBS, a state vendor, to handle roof leak issues and water issues at our facilities. Given the lack of response from the county's initial RFP, staff reached out to Garland to ask their assistance in the leak issues and to get another opinion of what was needed to stop the water infiltration/damage. Their report, and subsequent bid packet from pre-qualified vendors is attached for reference. The board is being asked to consider this item as it is not in the county's '21 budget. The City agreed to pay 50% of the cost of this project. As requested, a list of references was obtained and is attached for review.

Potential Courses Of Action:

The board could consider accepting the lowest responsive bid in conjunction with the city and make the needed repairs to the facility. This would be on a cost share basis which would reduce the overall burden to each individual entity.

The board could choose to not consider this item and direct staff to put the work in the '22 budget. This is less favorable as the facility is currently sustaining water damage and some areas of rot have already been identified.

The board could consider directing staff to obtain prices to put a new roof on the facility and make the necessary repairs. It is unknown if the city would agree to such an expense and the amount of a new roof and repairs would really stretch the county's contingency fund so early in the year.

Budget Impact: This item is not included in the county's '21 budget as staff was not aware of the damage at the time the budget was drafted and submitted.

Staff Recommendation: **The recommendation of staff is to repair the facility as a joint effort with the City of Dahlonega paying 50% and the County paying 50% of the total cost. The County would serve as lead agency on the project as we are using an existing county vendor to facilitate the repair work.**

Attachments:

Lumpkin Visitors Center Roof Assessment and Budget Report
Lumpkin County Official Project Manual Visitor Center 2020
Omnia Proposal 25-GA-201067 - Lumpkin Visitor Center
Copy of VISITOR CENTER DBS Bid Form
Tera Reference & Personnel

The Garland Company, Inc.

Roof Asset Management Program

R A M



Visitors Center Roof Assessment and Budget

Prepared By
Blake McClendo

Prepared For
Ryan McDuffie , Allison Martin, Wayne Seabo

December 04, 202

Attachment: Lumpkin Visitors Center Roof Assessment and Budget Report (1942 : Visitors Center Repairs)

Table of Contents

Chamber of Commerce 1/2 interest / Facility Summary.....	3
Chamber of Commerce 1/2 interest / Lower Roof Area / Construction Details.....	4
Chamber of Commerce 1/2 interest / Lower Roof Area / Roof Section Photo.....	5
Chamber of Commerce 1/2 interest / Lower Roof Area / Inspection: Nov 18, 2020.....	6
Chamber of Commerce 1/2 interest / Lower Roof Area / Solution: Dec 8, 2020.....	11
Chamber of Commerce 1/2 interest / Upper Roof Area / Construction Details.....	12
Chamber of Commerce 1/2 interest / Upper Roof Area / Roof Section Photo.....	13
Chamber of Commerce 1/2 interest / Upper Roof Area / Inspection: Nov 18, 2020.....	14
Chamber of Commerce 1/2 interest / Upper Roof Area / Solution: Dec 8, 2020.....	20
Chamber of Commerce 1/2 interest / Fascia/Soffit / Inspection: Nov 18, 2020.....	21
Chamber of Commerce 1/2 interest / Fascia/Soffit / Solution: Dec 8, 2020.....	23



Facility Summary

Client: Lumpkin County

Facility: Chamber of Commerce 1/2 interest

Facility Data	
Address 1	13 S Park Street
City	Dahlonega
State	Georgia
ZIP	30533
Type of Facility	Invalid Lookup Choice Value ()
Contact Person	Wayne Seabolt

Asset Information			
Name	Date Installed	Square Footage	Roof Access
Fascia/Soffit		-	
Lower Roof Area		950	Penthouse
Upper Roof Area		3,000	Ladder Needed

Attachment: Lumpkin Visitors Center Roof Assessment and Budget Report (1942 : Visitors Center Repairs)

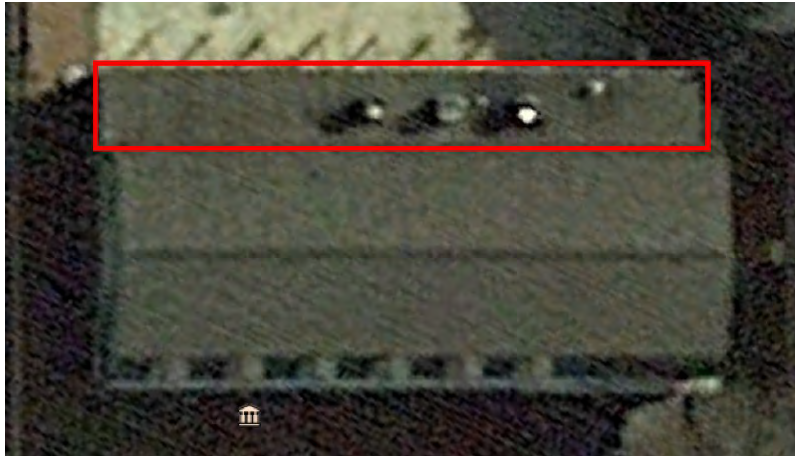


Construction Details

Client: Lumpkin County

Facility: Chamber of Commerce 1/2 interest

Roof Section: Lower Roof Area



Information

Year Installed	-	Square Footage	950
Slope Dimension	3/12	Eave Height	20
Roof Access	Penthouse	System Type	Shingles

Assembly

Roof #	Layer Type	Description	Attachment	R-Value	Thickness
1	Shingles	Asphalt	Nailed	-	-
1	Base Sheet	1 ply organic felt	Nailed	-	-
1	Deck	Plywood	Mechanically attached	-	-

Details

Perimeter Detail	Wall Flashing, Drip Edge, Rake
Drain System	Gutter System

Attachment: Lumpkin Visitors Center Roof Assessment and Budget Report (1942 : Visitors Center Repairs)





Inspection Report

Client: Lumpkin County

Facility: Chamber of Commerce 1/2 interest

Report Date: 11/18/2020

Roof Section: Lower Roof Area

Inspection Information

Inspection Date	11/18/2020	Core Data	No
Inspection Type	Visual Inspection	Leakage	No
Deck Conditions	Fair		

Flashing Conditions

Perimeter	Poor	Wall	N/A
Projections	Fair	Counterflashing	N/A

Miscellaneous Details

Reglets	N/A	Debris	No
Control Expansion Joints	N/A	Ponding Water	N/A
Parapet Wall	N/A	Coping Joints	N/A

Perimeter

Rating	Poor
Condition	The perimeter of the roof has several deficiencies in need of repair along the rear gutter edge.

Field

Rating	Good
Condition	The shingles in this area are in good shape and good working order.

Penetrations

Rating	Fair
Condition	The penetrations and curbs around the roof are in good working order.

Attachment: Lumpkin Visitors Center Roof Assessment and Budget Report (1942 : Visitors Center Repairs)

Drainage

Rating	Good
Condition	The rear gutter drains well and was free from debris.

Overall

Rating	Fair
Condition	The lower shingle roof has architectural shingles on it in good working condition. There are some deficiencies on the roof that are in need of repair to prevent any further possible damage.



Photo 1

The lower shingle roof section overview. This roof area slopes to the rear gutter and has minimal equipment on it.



Photo 2

The roof area is flashed and terminated behind the siding on the high side. This detail appears to be in good condition.



Photo 3

Water drainage from the downspouts is causing staining and possibly some deck damage from water entry. Installing a pipe extender down to the gutter will eliminate this and allow the water to drain directly into the gutter.

*Photo 4*

This was sunken spot in the decking and shingles. It appears there could be a small leak damaging the decking and allowing the shingles to sag.

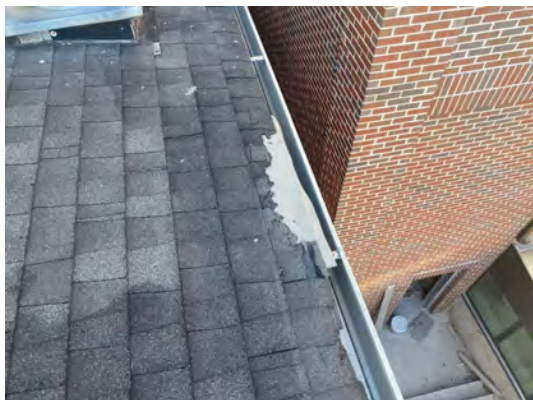
*Photo 5*

There are 2 HVAC unit and 2 smaller curbs on this roof area. They appear to be in good working order and free of leaks.

*Photo 6**Photo 7*

*Photo 8*

The low side of the roof drains into a gutter and downspout system. The gutter itself is in good working order.

*Photo 9*

There are several areas of damage along the rear gutter edge. There are missing and damaged shingles along the perimeter edge.

*Photo 10*

There are several areas of damage along the rear gutter edge. There are missing and damaged shingles along the perimeter edge.

*Photo 11*



Photo 12

A shingle lying on the roof that fell off the high roof area.



Solution Options

Client: Lumpkin County

Facility: Chamber of Commerce 1/2 interest

Roof Section: Lower Roof Area

Repair Options

Solution Option:	Repair	Action Year:	-
Square Footage:	950	Expected Life (Years):	-
Budget Range:	\$7,000.00 - \$10,000.00		

Low Roof General Misc Shingle Repair Scope of Work

1. Repair the rear drainage edge using shingle and proper methods.
2. Remove shingles in the sagging area, patch the decking, and reinstall the shingles.
3. Seal all penetrations using new sealants.

Budget Costs: \$7,000 - \$10,000

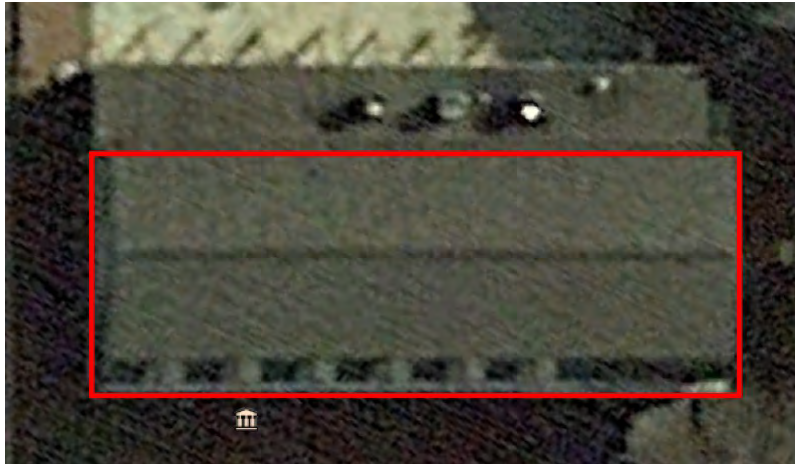


Construction Details

Client: Lumpkin County

Facility: Chamber of Commerce 1/2 interest

Roof Section: Upper Roof Area



Information

Year Installed	-	Square Footage	3,000
Slope Dimension	-	Eave Height	30
Roof Access	Ladder Needed	System Type	Shingles

Assembly

Roof #	Layer Type	Description	Attachment	R-Value	Thickness
1	Shingles	Asphalt	Nailed	-	-
1	Base Sheet	1 ply organic felt	Nailed	-	-
1	Deck	Plywood	Mechanically attached	-	-

Details

Perimeter Detail	Drip Edge, Rake
Flashing Material	Shingles
Drain System	Gutter System

Attachment: Lumpkin Visitors Center Roof Assessment and Budget Report (1942 : Visitors Center Repairs)





Inspection Report

Client: Lumpkin County

Facility: Chamber of Commerce 1/2 interest

Report Date: 11/18/2020

Roof Section: Upper Roof Area

Inspection Information

Inspection Date	11/18/2020	Core Data	Yes
Inspection Type	Visual Inspection	Leakage	Yes

Perimeter

Rating	Good
Condition	

Field

Rating	Good
Condition	

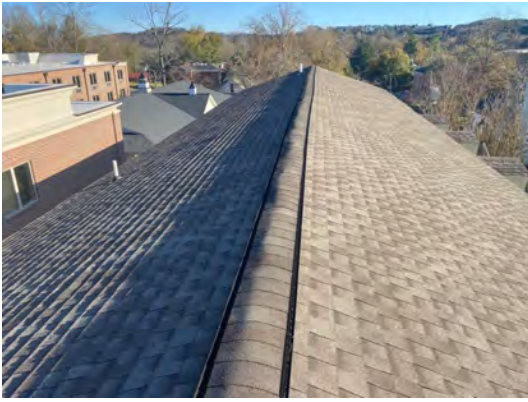
Drainage

Rating	Good
Condition	

Overall

Rating	Good
Condition	

Attachment: Lumpkin Visitors Center Roof Assessment and Budget Report (1942 : Visitors Center Repairs)

*Photo 1*

An overview of the high roof area. The shingles slope to both directions of the roof into gutters.

*Photo 2**Photo 3*

An overview of the high roof area. The shingles slope to both directions of the roof into gutters. The ridge vent is in good working order.

*Photo 4*

*Photo 5*

All boots and penetrations on the roof area are in good working order.

*Photo 6*

Both ends of the roof slope steeply prior to the gutter.

*Photo 7*

There are 10-12 shingles missing from the steep slope area. They appear to have fallen off or were blown off.

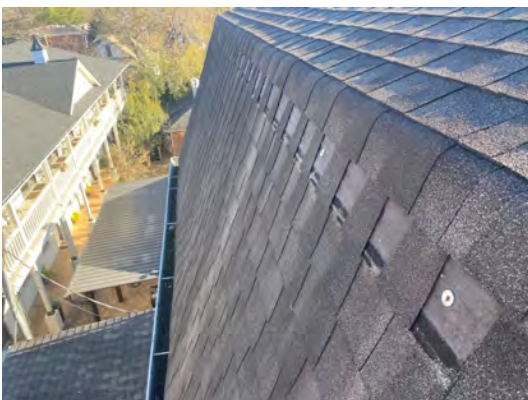
*Photo 8*



Photo 9

There are 10-12 shingles missing from the steep slope area. They appear to have fallen off or were blown off.



Photo 10



Photo 11

The front side of the roof has multiple dormers on it. This front side of the roof has multiple leaks across the front.

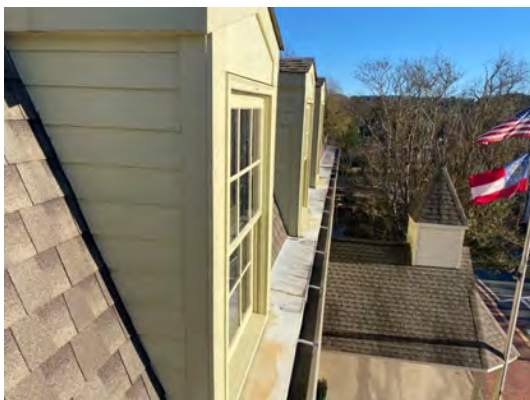


Photo 12

In front of the dormers, there is a metal flashing detail leading to the gutter. This metal and the detail flashings around it, appear to be the leading cause of the leaks.



Photo 13

The dormer details entail shingles, flashings, siding, metal flashings, and the metal ledge.



Photo 14

The metal covers a plywood ledge and is connected to the shingle roof and the windows.



Photo 15

The metal joints were held together by rivets. The rivets have failed and are allowing water into the building. The plywood beneath the metal is completely rotten and has deteriorated.



Photo 16

The metal joints were held together by rivets. The rivets have failed and are allowing water into the building. The plywood beneath the metal is completely rotten and has deteriorated.

*Photo 17*

Water entry can be seen along the metal edge and at the corners of the dormers on the interior. The flashing metal appears to have failed and is allowing water inside.

*Photo 18*

Leak damage can be found on the interior.

*Photo 19**Photo 20*



Solution Options

Client: Lumpkin County

Facility: Chamber of Commerce 1/2 interest

Roof Section: Upper Roof Area

Repair Options

Solution Option:	Repair	Action Year:	-
Square Footage:	3,000	Expected Life (Years):	-
Budget Range:	\$28,000.00 - \$38,000.00		

High Roof General Shingle Repair Scope of Work

1. Seal all pipe boots and penetrations using urethane sealant.
2. Install new shingles in all areas of missing shingles.

Budget Costs: \$4,500 - \$6,000

High Roof Front Metal and Dormer Flashing Scope of Work

1. Remove the first 3-5 runs of shingles and siding from the steep slope areas between the dormers to expose the underlayment and decking.
2. Remove the windows to expose the framing.
3. Remove all of the metal edge and the plywood underneath.
4. Install new plywood, metal, and metal flashings in properly flashed details along the front.
5. Reinstall the shingles and siding.

Budget Costs: \$25,000 - \$35,000



Inspection Report

Client: Lumpkin County

Facility: Chamber of Commerce 1/2 interest

Report Date: 11/18/2020

Other: Fascia/Soffit

Inspection Information

Inspection Date	11/18/2020		
Inspection Type	Visual Inspection		

Overall

Rating	Fair
Condition	The soffit and fascia on the building is fabricated out of wood. There are numerous areas of damage due to leaks in the metal edging and possible previous roof leak areas. These areas can be replaced and repainted once the leak entry points have been repaired.



Photo 1

The building has wooden fascia and soffit around the building. It appears to be in good shape and good working order except for the areas where there are leaks.



Photo 2

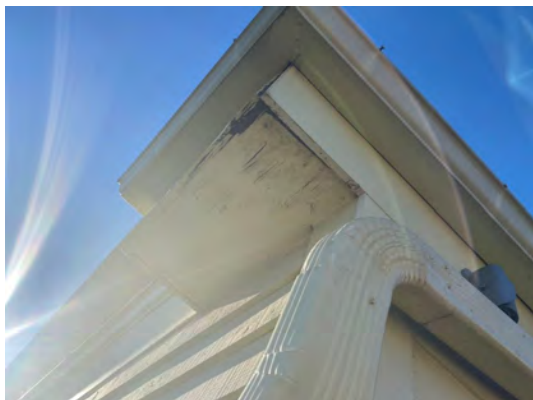
Leak areas have lead to rotten and damaged wood in the soffit areas.

*Photo 3*

Leak areas have lead to rotten and damaged wood in the soffit areas.

*Photo 4*

Leak areas have lead to rotten and damaged wood in the soffit areas.

*Photo 5*

Leak areas have lead to rotten and damaged wood in the soffit areas.



Solution Options

Client: Lumpkin County

Facility: Chamber of Commerce 1/2 interest

Other: Fascia/Soffit

Repair Options

Solution Option:	Repair	Action Year:	-
Square Footage:	-	Expected Life (Years):	-
Budget Range:	\$8,500.00 - \$12,500.00		

Soffit General Repair Scope of Work

1. Cut out the rotten damaged areas.
2. Install new wood soffit in those areas and paint the areas to match the surrounding areas.

Budget Costs: \$8,500 - \$12,500

OFFICIAL PROJECT MANUAL:

LUMPKIN COUNTY GOVERNMENT

- VISITORS CENTER REPAIRS



Lumpkin County Government

Sub-Contractor Quote Due Date:

DEC 24, 2020, 4:00 PM

TO: DBSBIDS@GARLANDIND.COM



SUBCONTRACTOR REQUIREMENTS

KEEP COPY OF PROJECT MANUAL INCLUDING SPECIFICATION AND ANY ADDENDUMS WITH ROOFING CREW ON SITE AT ALL TIMES!!!

- **ALL OSHA GUIDELINES TO BE FOLLOWED AT ALL TIMES – NO EXCEPTIONS.**
- **PHOTOS OF POSTS, DOORFRAMES, AND OTHER SENSITIVE AREAS SHOULD BE TAKEN BY SUB- CONTRACTOR AT PRE-CONSTRUCTION MEETING FOR PROOF OF PRE-EXISTING CONDITIONS.**
- **SUB-CONTRACTORS ARE EXPECTED TO MAINTAIN A NEAT, UNIFORM APPEARANCE WITH COMPANY DESIGNATION.**
- **THE COUNTY WILL BE MADE AWARE OF ANY CHANGES TO THE SCOPE OR CHANGE ORDERS BEFORE ANY NOTICE TO PROCEED WILL BE GIVEN BY GARLAND.**
- **CARE WILL BE TAKEN TO PROTECT ALL ELECTRICAL LINES.**
- **THERE WILL BE NO SMOKING FROM ANY ONE ON THE JOB SITE AT ANY TIME.**
- **SUB-CONTRACTORS ARE EXPECTED TO BEHAVE WITH PROFESSIONALISM AT ALL TIMES.**





NOTES FOR BIDDING THIS DBS PROJECT

- ✓ Bidders are reminded that the General Contractor (Design-Build Solutions/DBS) is purchasing the Garland materials for this project. Bidders should adjust profit and overhead accordingly as they are not incurring the expense of the materials, but will still need to handle the materials and load on the site once the materials arrive.
- ✓ Bidders are reminded that the freight for the DBS supplied materials will be paid for by DBS will not be an expense to the Bidder.
- ✓ Bidders are reminded that sales or use tax on DBS supplied materials will be paid for by the DBS and will not be an expense to the Bidder.
- ✓ Bidders are responsible for all materials not supplied by the DBS, as well as, the costs, freight, and sales or use taxes, if applicable.
- ✓ Bid Bonds are not required for this project. Performance and Payment Bonds will not be required if awarded the project. Performance and payment bonds will be provided by Garland/DBS, Inc.
- ✓ Bidders should use best efforts to identify potential latent or concealed site conditions and provide unit costs for them in the appropriate section of the bid documents as to establish pricing for what may be unforeseen site conditions upfront.



Scope of Work

High Roof General Shingle Repair Scope of Work

1. Seal all pipe boots and penetrations using tuff stuff urethane sealant.
2. Install new shingles (less than 2 bundles) in all areas of missing shingles. Shingles to match as closely as possible to the existing and will be approved prior to install.

High Roof Front Metal and Dormer Flashing Scope of Work

1. Remove the first 3-5 runs of shingles and siding from the steep slope areas along the entire front edge and along the dormers to expose the underlayment and decking.
2. Remove the existing windows to expose the framing. Windows to be stored in the attic, reused, and reinstalled once ready.
3. Remove all of the metal edge flashing along the front perimeter edge and the plywood underneath it. The gutter is to remain.
4. Install new 1/2" plywood over the existing framing along the front perimeter edge. The plywood can be mech nailed or screwed down.
5. Install new RMer Seal Underlayment over all new plywood along the front. The underlayment is to extend a couple of inches down the front face and a minimum of 12" up the steep slope side of the roof and dormers.
6. Fabricate and install new metal flashing metal to cover the perimeter edge along the front. The metal is to be fabricated using 24 Ga RMer Flat Stock metal. Laps are to be a min of 6" with (3) three 1/2" beads of tuff stuff urethane sealant.
7. Reinstall the shingles and siding in all areas. Seal all siding/trim joints using tuff stuff sealant. Paint any damaged trim or siding using paint to match.

Low Roof General Misc Shingle Repair Scope of Work

1. Seal all pipe boots and penetrations using tuff stuff urethane sealant.
2. Along the gutter edge and both rake edges, remove all damaged or missing shingles and dispose of them.
3. Along the perimeter edge, install new shingles in all areas of missing shingles. Shingles to match as closely as possible to the existing and will be approved prior to install.
4. In the sagging deck area shown, remove the shingles from the area to expose the roof deck. Remove and replace the damaged decking using similar thickness plywood. Install new Rmer Seal underlayment over the exposed decking and install new shingles over the area.
5. Install a new downspout extension on the downspout allowing the water to drain directly into the gutter.

Soffit General Repair Scope of Work

1. Along the front soffit, remove and replace the plywood soffit. Install new plywood, seal it, prime it, and paint it to match. Follow the same scope for any rotten or damaged areas around the petimeter.
2. On the side facing the street, replace the rotten and damaged wood with new and paint it to match. Install new wood soffit in those areas and paint the areas to match the surrounding areas.

ADD ALTERNATE:

1. On the front steep slope roof area around the dormers, perform the following scope of work in lieu of the one of above:
 - a. Remove all of the shingles and underlayment from the metal edge to the angle change above.
 - b. Once the new metal work is complete, install new Rmer Seal Underlayment over all of the plywood.
 - c. Install new shingles over the roof area to match as closely as possible.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Visitors Center Repairs
Lumpkin County Government
13 S Park St
Dahlonega, GA 30533

Date Submitted: 12/23/2020
Proposal #: 25-GA-201067
MICPA # PW1925

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: High Roof General Shingle Repair

1. Seal all pipe boots and penetrations using tuff stuff urethane sealant.
2. Install new shingles (less than 2 bundles) in all areas of missing shingles. Shingles to match as closely as possible to the existing and will be approved prior to install.

Scope of Work: High Roof Front Metal and Dormer Flashing

1. Remove the first 3-5 runs of shingles and siding from the steep slope areas along the entire front edge and along the dormers to expose the underlayment and decking.
2. Remove the existing windows to expose the framing. Windows to be stored in the attic, reused, and reinstalled once ready.
3. Remove all of the metal edge flashing along the front perimeter edge and the plywood underneath it. The gutter is to remain.
4. Install new 1/2" plywood over the existing framing along the front perimeter edge. The plywood can be mech nailed or screwed down.
5. Install new RMer Seal Underlayment over all new plywood along the front. The underlayment is to extend a couple of inches down the front face and a minimum of 12" up the steep slope side of the roof and dormers.

6. Fabricate and install new metal flashing metal to cover the perimeter edge along the front. The metal is to be fabricated using 24 Ga RMer Flat Stock metal. Laps are to be a min of 6" with (3) three ½" beads of tuff stuff urethane sealant.
7. Reinstall the shingles and siding in all areas. Seal all siding/trim joints using tuff stuff sealant. Paint any damaged trim or siding using paint to match.

Scope of Work: Low Roof General Misc Shingle Repai

1. Seal all pipe boots and penetrations using tuff stuff urethane sealant.
2. Along the gutter edge and both rake edges, remove all damaged or missing shingles and dispose of them.
3. Along the perimeter edge, install new shingles in all areas of missing shingles. Shingles to match as closely as possible to the existing and will be approved prior to install.
4. In the sagging deck area shown, remove the shingles from the area to expose the roof deck. Remove and replace the damaged decking using similar thickness plywood. Install new Rmer Seal underlayment over the exposed decking and install new shingles over the area.
5. Install a new downspout extension on the downspout allowing the water to drain directly into the gutter.

Scope of Work: Soffit General Repair

1. Along the front soffit, remove and replace the plywood soffit. Install new plywood, seal it, prime it, and paint it to match. Follow the same scope for any rotten or damaged areas around the petimeter.
2. On the side facing the street, replace the rotten and damaged wood with new and paint it to match. Install new wood soffit in those areas and paint the areas to match the surrounding areas.

Scope of Work: Add Alternate

1. On the front steep slope roof area around the dormers, perform the following scope of work in lieu of the one of above:
 - a. Remove all of the shingles and underlayment from the metal edge to the angle change above.
 - b. Once the new metal work is complete, install new Rmer Seal Underlayment over all of the plywood.
 - c. Install new shingles over the roof area to match as closely as possible.

Garland/DBS Price Based Upon Local Market Competition:

Tera Systems	\$	50,637
Veteran Builders	\$	79,834
Innovative Roofing Group	\$	98,133

Unforeseen Site Conditions:

Add Alternate:	\$	10,470
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Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid 60 days from proposal date listed above.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are excluded.
8. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Steve Rojek

Steve Rojek
Garland/DBS, Inc.
(216) 430-3613

2020 LUMPKIN COUNTY ROOF AND SOFFIT REPAIR VISITOR CENTER**BID DUE DATE: DECEMBER 24, 2020, 4:00 PM****SEND QUOTE TO: DBSBIDS@garlandind.com****Contractor Name:****VISITOR CENTER BUILDING****Non-Garland Roofing Materials:****Roofing Labor****CONTRACTOR LABOR TOTAL****Garland Materials Needed:****Quantity Required****Unit Size**

RMER SEAL

2 SQ ROLL

TUFF STUFF WHITE

CASE (24 TUBES)

TUFF STUFF TAN

CASE (24 TUBES)

RMER FLAT STOCK

4 X 10 SHEETS

ADD ALTERNATE CONTRACTOR LABOR TOTAL

RMER SEAL

2 SQ ROLL

TUFF STUFF WHITE

CASE (24 TUBES)

PLEASE SEE DATA SHEETS FOR APPLICATION DETAILS

Name

Company

Title

Date



Roofing • Painting • Property Maintenance

Project Reference List & Key Personnel

Attachment: Tera Reference & Personnel (1942 : Visitors Center Repairs)

Tera-Systems, LLC.



Roofing • Painting • Property Maintenance

Completed Projects

- Stepan Agronomic Laboratory
 - Owner: Stepan Company
 - Architect: Epsten Group
 - Contract Amount: \$143,250.00
 - Date of Completion: December 2020
 - General Contractor: Construction Works, Inc.
 - P.M. Jorge Allegra
 - Contact: 678-859-1108 / jorge@cwiatl.com

- Monroe Police Exterior Renovations
 - Owner: City of Monroe
 - Architect: Garland
 - Contract Amount: \$39,400.00
 - Date of Completion: December 2020
 - General Contractor: Garland
 - Contact: cbailey@monroega.gov /Chris Bailey

- Grady Health Systems
 - Owner: Grady Health Systems
 - Architect: Garland
 - Contract amount: \$41,400.00
 - Date of completion: August 2020
 - Contact: 678-332-6169/ Blake McClendon

- College Park Fire Station #2
 - Owner: City of College Park
 - Architect: N/A
 - Contract Amount: \$65,400.00
 - Date of Completion: October 2020
 - Contact: 404-766-8248 /Kevin Harris

- Historic Dawsonville Pool Room
 - Owner: Angie Smith
 - Architect: n/a
 - Contract amount: \$60,000.00
 - Date of Completion: September 2020

Tera-Systems, LLC.



Roofing • Painting • Property Maintenance

- Contact: ETSmom@windstream.net

- FT. Valley State University
 - Owner: Board of Regents of the University System of Georgia
 - Architect: SP Design Group Architects & Engineers, Inc.
 - Architect: Bob Day
 - Contact: 478-477-7465 / bday@spdesigngrp.com
 - Contract amount: \$396,400.00
 - Date of Completion: August 2020

- Grady Hospital – 22 Piedmont
 - Owner: Grady Health Systems
 - Architect: Garland
 - Contract amount: \$405,000.00
 - Date of completion: April 2020

- BRP Sales
 - Owner: Matt Lawler
 - Architect: None
 - Contract amount: \$36,000.00
 - Date of completion: March 2020

- Emory University Campus Life Center
 - Owner: Emory University
 - Architect: Stevens & Wilkinson
 - Contract amount: \$970,000.00
 - Date of completion: January 2020

- Gwinnett Technical College Roof Recover Buildings 200 & 300
 - Owner: Technical College System of Georgia
 - Architect: Raymond Engineering
 - Contract amount: \$735,000.00
 - Date of completion: January 2020

- Scottdale Early Learning Center

Tera-Systems, LLC.

Attachment: Tera Reference & Personnel (1942 : Visitors Center Repairs)



Roofing • Painting • Property Maintenance

- o Owner: Scottdale Early Learning
- o Architect: Fowler Design Associates, Inc.
- o Contract amount: \$29,000.00
- o Date of completion: December 2019

- Quest Communities Centers for Change
 - o Owner: Quest Community
 - o Architect: Cooper Carry Inc
 - o Contract amount: \$99,000.00
 - o Date of completion: November 2019

- Human Resources Roof Replacement
 - o Owner: Chatham County, GA
 - o Architect: Cogdell Mendralla Architects
 - o Contract amount: \$80,000.00
 - o Date of completion: October 2019

- Savannah Water Reclamation Center Lab Roof Replacement
 - o Owner: The City of Savannah, GA
 - o Architect: n/a
 - o Contract amount: \$61,000.00
 - o Date of completion: December 2019

- Volar Barracks Renovations
 - o Owner: MICC – Fort Stewart, GA
 - o Architect: U.S. Army Corps of Engineers
 - o Contract amount: \$46,000.00
 - o Date of completion: November 2019

- GBI Headquarters Roof Replacement
 - o Owner: Georgia Bureau of Investigation
 - o Architect: n/a
 - o Contract amount: \$36,000.00
 - o Date of completion: October 2019

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Roofing • Painting • Property Maintenance

- Claire Drive Renovations
 - o Owner: The City of Atlanta, GA
 - o Architect: n/a
 - o Contract amount: \$305,000.00
 - o Date of completion: October 2019

- On Stage Playhouse Roof Replacement
 - o Owner: The City of Monroe, GA
 - o Architect: Garland Co.
 - o Contract amount: \$140,000.00
 - o Date of completion: September 2019

- Monroe City Hall Exterior Renovations
 - o Owner: The City of Monroe, GA
 - o Architect: Garland Co.
 - o Contract amount: \$55,000.00
 - o Date of completion: August 2019

- Atlanta City Hall Roof Repairs
 - o Owner: City of Atlanta, GA
 - o Architect: Atlanta D.E.A.M.
 - o Contract amount: \$91,000.00
 - o Date of completion: July 2019

- OPO Building Renovation
 - o Owner: Striker Contracting
 - o Architect: BoggsVickers Architecture + Interior Design
 - o Contract amount: \$29,000.00
 - o Date of completion: June 2019

- Monroe Police Department
 - o Owner: City of Monroe, GA
 - o Architect: Garland Co.
 - o Contract amount: \$91,000.00

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- o Date of completion: April 2019

- Ringgold City Hall Roof Replacement
 - o Owner: The City of Ringgold, GA
 - o Architect: n/a
 - o Contract amount: \$58,000.00
 - o Date of completion: April 2019

- The Alderidge in Brookhaven
 - o Owner: Pulte Group
 - o Architect: Haight Davis & Associates, Inc.
 - o Contract amount: \$376,000.00
 - o Date of completion: April 2019
 - o

- East Point City Hall
 - o Owner: City of East Point, GA
 - o Architect: Sizemore Group
 - o Contract amount: \$225,000.00
 - o Date of completion: March 2019

- Atlanta Botanical Gardens
 - o Owner: Atlanta Botanical Gardens
 - o Architect: Smith Dalia Architects
 - o Contract amount: \$55,000.00
 - o Date of completion: March 2019

- GDOT Roof Replacements
 - o Owner: Georgia Department of Transportation
 - o Architect: F.H. Paschen
 - o Contract amount: \$136,000.00
 - o Date of completion: February 2019

- North Georgia Data Center
 - o Owner: The Marcus Corporation
 - o Architect: Arco

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Attachment: Tera Reference & Personnel (1942 : Visitors Center Repairs)



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- o Contract amount: \$38,000.00
- o Date of completion: February 2019

- Savannah Water Reclamation Center Admin Building Roof Replacement
 - o Owner: Savannah, GA
 - o Architect: n/a
 - o Contract amount: \$75,000.00
 - o Date of completion: January 2019

- Mary Our Queen Catholic Church
 - o Owner: Mary Our Queen Catholic Church
 - o Architect: Harrison Design Associates
 - o Contract amount: \$65,000.00
 - o Date of completion: January 2019

- GTA Cyber Innovation & Training Center Building 2
 - o Owner: Georgia Technical Authority
 - o Architect: Gensler
 - o Contract amount: \$370,000.00
 - o Date of completion: December 2018

- North Georgia Technical College
 - o Owner: Technical College System of Georgia / Georgia State Financing and Investment Commission
 - o Architect: Smith Dalia Architects
 - o Contract amount: \$190,000.00
 - o Date of completion: December 2018

- Wells Fargo Bank
 - o Owner: Wells Fargo Bank
 - o Architect: REI Engineering
 - o Contract amount: \$70,000.00
 - o Date of completion: August 2018

- Atlanta International School
 - o Owner: Atlanta International School

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- o Architect: Lord Aeck Sargent
- o Contract amount: \$70,000.00
- o Date of completion: August 2018

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Roofing • Painting • Property Maintenance

Current Projects

- 3rd & Spring
- Owner: CA Student Living Atlanta Property
- Architect: Solomon Colwell Buenz
- Contract amount: \$341,000.00
- Percent complete: 90%
- General Contractor: J E Dunn
- P.M. Derrick Lane
- Contact: 706-318-0139 / Derrick.lane@jedunn.com
- Scheduled completion date: March 2021

- Stockbridge Public Works
- Owner: City of Stockbridge, GA
- Architect: Pond
- Contract amount: \$77,000.00
- General Contractor: Pellicano Construction
- P.M. Jimmy West
- Contact: 478-254-2772 / jwest@pellicanoconstruction.com
- Percent complete: 95%
- Scheduled completion date: February 2020

- FT. Valley State University Fine Arts
- Owner: Board of Regents of the University System of Georgia
- Contact:
- Contract amount: \$71,000.00
- Percent complete: 0%
- Scheduled completion date: January 2021

- 722 Pryor Street
- Owner: Hunter-Pryor Street Enterprises, LLC
- Architect: Community Solutions by Design, LLC
- Contract amount: \$298,000.00
- Percent complete: 99%
- Scheduled completion date: January 2021

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Roofing • Painting • Property Maintenance

- Children Health Care of Atlanta -NDH Central
- Owner: Children Health Care Group
- Architect: ESa
- Contract amount: \$510,000.00
- Percent complete: 0%
- General Contractor: J E Dunn Construction
- P.M. Eric Sjodin
- Contact: 615-245-9323 / Eric.sjodin@jedunn.com
- Scheduled completion date: September 2021

- Cumming City Center
- Owner: City of Cumming
- Architect: dwell Design Studio
- Contract amount: \$249,000.00
- Percent complete: 0%
- General Contractor: Cooper & Company General Contractors
- Contact: Jim@coopergc.com / Jim Cooper
- Scheduled completion date: September 2021

- Ft. Bragg Dinning Hall
- Owner: U.S. Army Corp
- Architect: U.S. Army Corp of Engineers
- Contract amount: \$401,500.00
- Percent complete: 5%
- General Contractor: Sauer Inc.
- Contact: SDurborow@sauer-inc.com / Steven Durborow
- Scheduled completion date: November 2021

- Ft. Bragg Special Operations Facility
- Owner: U.S. Army Corp
- Architect: U.S. Army Corp of Engineers
- Contract amount: \$299,637.00
- Percent complete: 0%
- General Contractor: Sauer Inc.
- Contact: SDurborow@sauer-inc.com / Steven Durborow
- Scheduled completion date: August 2021

Tera-Systems, LLC.



Roofing • Painting • Property Maintenance

- Gainesville High School Additions
- Owner: Gainesville Public Schools
- Architect: Robertson, Loia, Roof
- Contract amount: \$214,541.00
- Percent complete: 5%
- General Contractor: Carroll Daniel Construction
- Contact: hisbell@carrolldaniel.com / Hayley Isbell
- Scheduled completion date: May 2021

- Morehouse College Forbes Arena
- Owner: Morehouse College
- Architect: Garland
- Contract amount: \$180,369.00
- Percent complete: 0%
- General Contractor: Garland/DBS
- Contact: [678-332-6169](tel:678-332-6169) / Blake McClendon
- Scheduled completion date: March 2021

- North Georgia College – Lewis Hall Renovations
- Owner: North Georgia College
- Architect: Garland
- Contract amount: \$386,650.00
- Percent complete: 0%
- General Contractor: Garland/DBS
- Todd.bermann@ung.edu/ Todd Bermann
- Scheduled completion date: March 2021

- Porsche Service Center
- Owner: Porsche North America
- Architect: YSM Design Group
- Contract amount: \$129,000.00
- Percent complete: 0%
- General Contractor: P.R.O Building Systems
- SDaughterity@problgd.com / Scott Daughterity
- Scheduled completion date: April 2021

- Robins AFB
- Owner: U.S. National Guard
- Architect: Raymond Engineering
- Contract amount: \$2,860,000.00
- Percent complete: 40%

Tera-Systems, LLC.



Roofing • Painting • Property Maintenance

- General Contractor: Tera-Systems
- Scheduled completion date: August 2021

Attachment: Tera Reference & Personnel (1942 : Visitors Center Repairs)

Tera-Systems, LLC.



Roofing • Painting • Property Maintenance

KEY PERSONNEL

Kevin Yates – President/CEO

12+ years of commercial roofing experience from all aspects ranging from project management, project sourcing and procurement, specification writing and evaluation, estimating and budgeting, material sourcing, negotiating and purchasing, project construction meetings, material and equipment load-ins, job-starts, installation training, procedure and best practice, inspections, punch lists, close outs, warranty processing and final billings.

Committed to achieving and exceeding demanding targets and project objectives, with a strong track record of delivering phenomenal performance.

Current board member of the US Minority Contractor's Association.

Josh B. Gaddis – Vice President of Estimating

Extensive knowledge in commercial roofing systems in regard to application, building code requirements, generally accepted roofing practice and most importantly real-world application experience. Areas of expertise include, but are not limited to, single ply TPO, PVC, EPDM, standing seam metal, built up, modified bitumen, asphalt shingle, slate tile, composite tile, coal tar pitch and elastomeric coatings.

Served in critical roles on the following projects:

- The Roxy and Battery at SunTrust Park
- Gwinnett County Public Schools Roof Replacements / Roof Recovers
- Dekalb County Public Schools Roof Replacements / Roof Recovers
- Cobb County Public Schools Roof Replacements / Roof Recovers
- Fulton County Public Schools Roof Replacements / Roof Recovers
- Atlanta Public Schools Public Schools Roof Replacements / Roof Recovers
- Clayton County Public Schools Roof Replacements / Roof Recovers
- Gwinnett County Courthouse Roof Replacement
- Google Data Center
- And many more...



Roofing • Painting • Property Maintenance

Ray Gesualdo – Senior Superintendent

Contributes 24 years of roofing expertise while serving as lead project manager for many high profile projects across the southeast. Dedicated to quality installation practices, safety oversight, and on-time performance with hands-on labor management.

Ray served the following large, high profile projects:

- 2012 Cardinal Glass, Buford GA – 360,000 SQFT
- 2000 Kellogg's Warehouse, South Fulton Ind Pkwy 1,000,000 SQFT
- Nestle Warehouse, South Fulton Ind Pkwy 700,000 SQFT
- Georgia Aquarium, head super on roof portion, Brasfield & Gorrie GC
- Cobb Energy, head super on roof portion, Hardin GC
- Centers for Disease Control (CDC), head super on 3 buildings, Skanska GC
- 2001 Woodruff Arts Center addition, head super
- 1998 Savannah Civic Center, head super

Michelle Yates – Paint and Wallcovering Specialist / Administrative Controller

Over 10 years of paint product, specification, application and warranty experience in addition to 10+ years of management ranging from small to medium staffs up to regional territories including inventory management of over \$5 million dollars. Impeccable skills in client relationships, business development, executive level administrative responsibilities, contract

compliance, general reporting, bookkeeping, estimating, proposal creation, communication and product specifications.

Clients include:

- Sherwin-Williams
- University of Georgia
- Kubota
- Catoosa County



Roofing • Painting • Property Maintenance

Michael Clark – Senior Accounts Manager / Paint and Wallcovering specialist

Georgia State graduate (BBA) with expertise in marketing, client relations, product data and specifications from his years as an account manager for PPG Industries. Highly skilled in staff training and overall operations.

Directly involved with projects from the following clients:

- Six Flags
- Fulton County
- St. Paul Lutheran Church and School
- Community Management Associates
- Atlanta Braves

David Estes – Project Manager

15+ years of construction experience in fields ranging from civil/grading, framing, finishing and waterproofing. Proficient in communication , project logs and documentation, logistics, job costing and production management.

Current/previous projects include:

- Stepan
- Ft.Valley State University
- Emory University



Roofing • Painting • Property Maintenance

Charlie F. Marshall Jr. – Superintendent

Extremely knowledgeable superintendent with over 3 decades of on the job experience. Highly developed jobsite safety training skills.

Completed projects include:

- Centers for Disease Control
- Pilgrims Pride Chicken
- Hartsfield Jackson International Airport
- Jansen Pharmaceuticals
- North Springs High School
- MARTA (several projects)



Lumpkin County, Georgia

Development Authority Department

Date: January 19, 2021

Agenda Item: Yahoola Creek Reservoir Final Master Plan

Item Description: This is for consideration of the Yahoola Creek Reservoir Master Plan.

Attachments:
19103-Final Master Plan Presentation_2021-01-05 (BOC)



Final Master Plan

Yahoola Creek Reservoir Property Master Plan

Project Status

Kickoff Meeting
Staff and Stakeholder Interviews
Site Inventory and Analysis
Open House Meeting
Public Input Meetings
Online Public Survey
Public Intercept Meeting
Demographic Research
Project Update Meeting
Alternative Site Concepts Review
Project Update Meeting

Preliminary Master Plan
Preliminary Master Plan Review

Final Master Plan Review

Board of Commissioners Presentation

Final Deliverables

Public Input

Public Input Summary

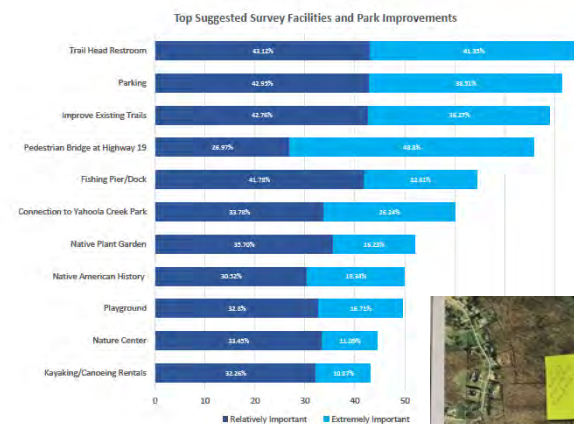
Staff and Stakeholder Interviews – February 5 – 6, 2020 (100 participants)

Open House Meeting – February 6, 2020 (160 participants)

Online Public Survey – May 25 – June 19 (1,208 Participants)

Public Intercept Meeting – June 25, 2020 (32 participants)

Collectively, over 1,500 residents participated in the process.

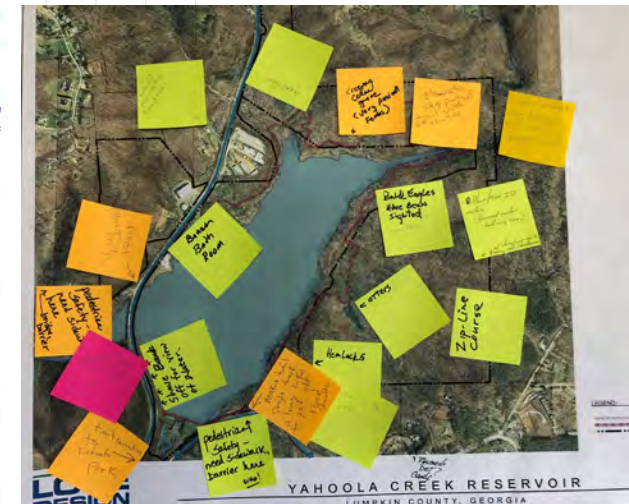


Yahoola Creek Reservoir Property Survey

1. How would you rate the existing condition of the Yahoola Creek Reservoir amenities?

"Good" = good condition with few or no maintenance problems "Fair" = fair condition and generally adequate, but needs updating "Poor" = worn, but functional and needs attention

	Good	Fair	Poor
Trail	☐	☐	☐
Boat Ramp	☐	☐	☐
Parking	☐	☐	☐
Restroom Facility	☐	☐	☐





Conceptual Plan

CONCEPT

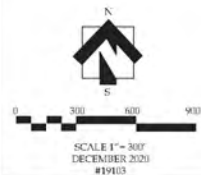


LEGEND

1 ENTRANCE ENTRY FROM ROCK HOUSE ROAD	9 MOUNTAIN BIKING TRAILHEAD PARKING: 200 - 300 PROGRAMMING/AMENITIES: - KIOSK - RESTROOMS - WAYFINDING SIGNAGE - DRINKING FOUNTAINS - BIKE STORAGE AND REPAIR
2 WELCOME CENTER PARKING: 80 - 100 PROGRAMMING/AMENITIES: - CHECK-IN - RETAIL SUPPLIES - STAFF OFFICES - FOOD SERVICES	10 AMPHITHEATER PARKING: 400 - 500 PROGRAMMING/AMENITIES: - RESTROOMS - LIVE PERFORMANCES - EDUCATION
3 CONFERENCE CENTER BUILDING SIZE: ~75,000 SF PARKING: 600 - 700 PROGRAMMING/AMENITIES: - FLEXIBLE MEETING SPACES - RESTROOMS - STAFF OFFICES - FOOD SERVICES	11 GREENSPACE PROGRAMMING/AMENITIES: - OPEN LAWN SPACE
4 LODGE BUILDING SIZE: ~50,000 SF PARKING: COMBINED WITH CONFERENCE CENTER PROGRAMMING/AMENITIES: - LODGING - RESTROOMS - RETAIL SUPPLIES	12 ZIPLINE TOTAL LENGTH: ~3000 FT
5 RV CAMPING PARKING: 20 - 40 PROGRAMMING/AMENITIES: - RESTROOMS - SMALL PLAYGROUND - GRILL AREAS - PICNIC AREAS	13 PEDESTRIAN BRIDGE CONNECTS TRAIL FROM BOAT LAUNCH TO DAM
6 WATER RECREATION PARKING: 120 - 140 PROGRAMMING/AMENITIES: - SHORE FISHING - PIER FISHING - CANOE/KAYAK LAUNCH	14 BOAT LAUNCH EXISTING BOAT LAUNCH WITH IMPROVEMENTS: - REFURBISHED GRAVEL LOT - PICNIC PAVILION - SCENIC SEATING AREAS - ADDITIONAL BOATRAMP - EXPANDED PARKING CONNECTED TO BEACH AREA
7 BEACH PARKING: 140 - 160 PROGRAMMING/AMENITIES: - PICNIC PAVILIONS - SAND VOLLEYBALL - RESTROOMS - PLAYGROUND	15 DETENTION POND EXPAND EXISTING DETENTION POND
8 TRAILHEAD PROGRAMMING/AMENITIES: - KIOSK - RESTROOMS - WAYFINDING SIGNAGE - DRINKING FOUNTAINS	16 TRAIL CONNECTION TO DOWNTOWN PEDESTRIAN ACCESS TO DOWNTOWN DAHLONEGA
	17 TRAIL CONNECTION TO PARK TRAIL FOLLOWS YAHOOOLA CREEK AND CONNECTS TO YAHOOOLA CREEK PARK
	18 DAM ACCESS - REFURBISHED GRAVEL LOT - REFURBISHED STAIRS - RAMP ACCESS TO DAM
	19 UPLAND TRAIL NETWORK - IMPROVED TRAILS - ADA LOOP - NATIVE LANDSCAPE EXHIBITS - CULTURAL RESOURCE EXHIBITS

Preliminary Master Plan

- ⑩ ZIP-LINE FACILITY
 - A. 5500 LF TOTAL LENGTH LOOP USING RIDGES
 - B. 2250 LF OVER-WATER LINE TO NEW ROADSIDE PARK
 - C. PARKING/STAGING AREA SHARED WITH MOUNTAIN BIKING
- ⑪ NEW ROADSIDE PARK AREA
 - SEE ENLARGEMENT
- ⑫ EXISTING BOAT LAUNCH AREA
 - SEE ENLARGEMENT
- ⑬ DAM ACCESS AREA
 - A. REFURBISHED GRAVEL LOT
 - B. REFURBISHED STAIR ACCESS
 - C. PAVED RAMP ACCESS TO DAM
- ⑭ PEDESTRIAN BRIDGE
 - A. PAVED PRIMARY LOOP TRAIL CONNECTION ACROSS YAHOOOLA CREEK
 - B. CURRENTLY IN DEVELOPMENT BY CITY OF DAHLONEGA
- ⑮ WIMPY MILL PARK CONNECTION
 - A. EXTENDED SIDEWALK CONNECTION ALONG WIMPY MILL ROAD TO CONNECT TO EXISTING PARK
 - B. SIGNALIZED CROSSWALK ACROSS HIGHWAY 9 NORTH
 - C. FUTURE CITY OF DAHLONEGA PROJECT
- ⑯ CONNECTION TO DOWNTOWN
 - A. EXTENDED SIDEWALK CONNECTION ALONG HIGHWAY 9 NORTH TO DOWNTOWN
 - B. UTILIZES EXISTING CROSSWALKS AT SIGNALIZED INTERSECTION WITH GA 52
 - C. FUTURE CITY OF DAHLONEGA PROJECT
- ⑰ YAHOOOLA CREEK PARK CONNECTION
 - A. COMBINATION OF AT-GRADE AND BRIDGE/BOARDWALK CONNECTION ALONG CREEK CORRIDOR
 - B. UTILIZE STREAM BANK SHOULDER TO CROSS UNDER GA 52 BRIDGE
 - C. UTILIZE ABANDONED STREAM-SIDE ROADBEDS TO CONNECT TO PARK
- ⑱ DETENTION FACILITIES
 - A. IMPROVE AND ENLARGE EXISTING POND FOR STORMWATER MANAGEMENT ASSOCIATED WITH IMPROVEMENTS
 - B. REMOTE BIO-RETENTION FACILITIES AS NEEDED FOR STORMWATER MANAGEMENT AT ISOLATED IMPROVEMENTS



PRELIMINARY MASTER PLAN

OVERALL MAP

YAHoola CREEK RESERVOIR - LUMPKIN COUNTY, GEORGIA



LEGEND

1 ENTRANCE AND PARKING

- A. ROADSIDE PARK SIGNAGE
- B. DECELERATION AND ACCELERATION LANES AT ENTRANCE AND EXIT
- C. IMPROVED, ENLARGED GRAVEL PARKING AREA AT EXISTING BOAT LAUNCH INCLUDES 20 TRAILER SPACES AND 75 STANDARD PARKING SPACES
- D. SEAWALL/BULKHEAD AS NEEDED FOR IMPROVEMENTS
- E. 158 PAVED PARKING SPACES WITH TURNAROUND
- F. SIDEWALK CONNECTIONS TO PRIMARY TRAIL LOOP AND OTHER FACILITIES



2 EXISTING BOAT RAMP

- A. TWO-LANE BOAT RAMP
- B. PAVED CONNECTION TO COURTESY DOCK
- C. SMALL RESTROOM BUILDING
- D. SHORELINE STABILIZATION



3 UPPER LAWN AREA

- A. UPPER LAWN TERRACE OVERLOOKING THE RESERVOIR
- B. LARGE RENTAL PAVILION WITH GRILLS
- C. DIRECT CONNECTION TO PARKING AREA



4 LOWER LAWN AREA

- A. CENTRAL LAWN AREA WITH RESERVOIR VIEWS
- B. 0.25 MILE SIDEWALK LOOP
- C. SMALL WALK-UP PAVILIONS
- D. RESTROOM/SHOWER BUILDING
- E. 8,000 SF INCLUSIVE PLAYGROUND
- F. NATIVE LANDSCAPE ISLANDS



5 BEACH AREA

- A. RAMP AND STAIR ACCESS TO BEACH AREA
- B. SHORELINE STABILIZATION



6 PRIMARY LOOP TRAIL

- A. PAVED SECTION ALONG HIGHWAY 9 N CONNECTING TO DAM
- B. NATURAL SURFACE BEYOND TRAILHEAD
- C. RAISED CROSSING AT PARKING LOT LOCATED IN WIDENED LANDSCAPE ISLAND



7 TRAILHEAD AREA

- A. PRIMARY LOOP TRAIL STARTING POINT
- B. RESTROOM BUILDING
- C. GATHERING PLAZA WITH SEAT WALLS AND PICNIC TABLES
- D. TRAIL KIOSK WITH INFORMATION SIGNAGE



8 ZIP-LINE TERMINUS

- A. END STATION FOR OVER-WATER ZIP-LINE ROUTE
- B. CLOSE PROXIMITY TO PARKING FOR PICK-UP AND RETURN TO START POINT



9 NATURALIZED LANDSCAPE AREAS

- A. NATIVE PLANTINGS TO RE-ESTABLISH DEVELOPMENT AREAS
- B. SLOPE STABILIZATION BETWEEN TERRACES AND BEACH
- C. FACILITATES PEDESTRIAN ACCESS CONTROL



PRELIMINARY MASTER PLAN NEW ROADSIDE PARK ENLARGEMENT YAHOOOLA CREEK RESERVOIR - LUMPKIN COUNTY, GEORGIA



LEGEND

- 1 PRIMARY PARKING LOTS
A. 420 TOTAL PARKING SPACES
B. TERRACED PARKING TO MINIMIZE GRADING IMPACTS
C. ORIENTATION DESIGNED TO WORK WITH EXISTING SLOPES
D. DIRECT ACCESS TO AMPHITHEATER ENTRY POINTS
E. PERMEABLE PAVEMENT



- 2 OVERFLOW PARKING LOT
A. GRASS OVERFLOW PARKING LOT FOR LARGE EVENTS
B. 150 ADDITIONAL PARKING SPACES
C. CAN BE UTILIZED FOR OTHER PROGRAMMING WHEN NOT IN USE



- 3 AMPHITHEATER
A. LOCATED IN EXISTING VALLEY NEAR RESERVOIR TO MINIMIZE GRADING IMPACTS AND PROVIDE BACKGROUND VIEWS OF RESERVOIR
B. 7000 SF COVERED STAGE AREA WITH BACK-OF-HOUSE FACILITY
C. 600 TERRACED SEATING CAPACITY
D. 1650 OPEN LAWN SEATING CAPACITY
E. 3 ENTRY POINTS WITH TICKET STATIONS
F. 4 CONCESSION/VENDOR STATIONS ALONG PERIMETER
G. LOADING AREA AT BACK-OF-HOUSE FACILITY



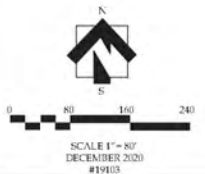
- 4 PRIMARY TRAIL LOOP
A. NATURAL SURFACE TRAIL WITH SPUR CONNECTIONS TO OTHER FACILITIES
B. SEE OVERALL PLAN FOR ADDITIONAL INFORMATION



- 5 WATER RECREATION AREA
A. 88 PARKING SPACES, GRAVEL
B. PAVED CONNECTION TO FISHING PIER AND CANOE/KAYAK LAUNCH
C. VENDOR STATION FOR WATERCRAFT RENTALS
D. SHORELINE STABILIZATION



- 6 RV CAMPING AREAS
A. 500 LF BUFFER FROM AMPHITHEATER
B. SEE OVERALL PLAN FOR ADDITIONAL INFORMATION



PRELIMINARY MASTER PLAN
AMPHITHEATER AREA ENLARGEMENT
YAHoola CREEK RESERVOIR - LUMPKIN COUNTY, GEORGIA



Final Master Plan



LEGEND

1 ENTRANCE AND PARKING

- A. ROADSIDE PARK SIGNAGE
- B. DECELERATION AND ACCELERATION LANES AT ENTRANCE AND EXIT
- C. IMPROVED, ENLARGED GRAVEL PARKING AREA AT EXISTING BOAT LAUNCH INCLUDES 20 TRAILER SPACES AND 60 STANDARD PARKING SPACES
- D. SEAWALL/BULKHEAD AS NEEDED FOR IMPROVEMENTS
- E. 152 PAVED PARKING SPACES WITH TURNAROUND
- F. SIDEWALK CONNECTIONS TO PRIMARY TRAIL LOOP AND OTHER FACILITIES



2 EXISTING BOAT RAMP

- A. TWO-LANE BOAT RAMP
- B. PAVED CONNECTION TO COURTESY DOCK
- C. SMALL RESTROOM BUILDING
- D. SHORELINE STABILIZATION



3 UPPER LAWN AREA

- A. UPPER LAWN TERRACE OVERLOOKING THE RESERVOIR
- B. LARGE RENTAL PAVILION WITH GRILLS
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4 LOWER LAWN AREA

- A. CENTRAL LAWN AREA WITH RESERVOIR VIEWS
- B. 0.25 MILE SIDEWALK LOOP
- C. SMALL WALK-UP PAVILIONS
- D. RESTROOM/SHOWER BUILDING
- E. 8,000 SF INCLUSIVE PLAYGROUND
- F. NATIVE LANDSCAPE ISLANDS



5 BEACH AREA

- A. RAMP AND STAIR ACCESS TO BEACH AREA
- B. SHORELINE STABILIZATION



6 PRIMARY LOOP TRAIL

- A. PAVED SECTION ALONG HIGHWAY 9 N CONNECTING TO DAM
- B. NATURAL SURFACE BEYOND TRAILHEAD
- C. RAISED CROSSING AT PARKING LOT LOCATED IN WIDENED LANDSCAPE ISLAND



7 TRAILHEAD AREA

- A. PRIMARY LOOP TRAIL STARTING POINT
- B. RESTROOM BUILDING
- C. GATHERING PLAZA WITH SEAT WALLS AND PICNIC TABLES
- D. TRAIL KIOSK WITH INFORMATION SIGNAGE



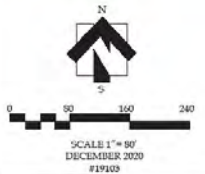
8 ZIP-LINE TERMINUS

- A. END STATION FOR OVER-WATER ZIP-LINE ROUTE
- B. CLOSE PROXIMITY TO PARKING FOR PICK-UP AND RETURN TO START POINT



9 NATURALIZED LANDSCAPE AREAS

- A. NATIVE PLANTINGS TO RE-ESTABLISH DEVELOPMENT AREAS
- B. SLOPE STABILIZATION BETWEEN TERRACES AND BEACH
- C. FACILITATES PEDESTRIAN ACCESS CONTROL



FINAL MASTER PLAN

NEW ROADSIDE PARK ENLARGEMENT

YAHOOOLA CREEK RESERVOIR - LUMPKIN COUNTY, GEORGIA



LEGEND

- 1 PRIMARY PARKING LOTS**
 A. 436 TOTAL PARKING SPACES
 B. TERRACED PARKING TO MINIMIZE GRADING IMPACTS
 C. ORIENTATION DESIGNED TO WORK WITH EXISTING SLOPES
 D. DIRECT ACCESS TO AMPHITHEATER ENTRY POINTS
 E. PERMEABLE PAVEMENT



- 2 OVERFLOW PARKING LOT**
 A. GRASS OVERFLOW PARKING LOT FOR LARGE EVENTS
 B. 156 ADDITIONAL PARKING SPACES
 C. CAN BE UTILIZED FOR OTHER PROGRAMMING WHEN NOT IN USE



- 3 AMPHITHEATER**
 A. LOCATED IN EXISTING VALLEY NEAR RESERVOIR TO MINIMIZE GRADING IMPACTS AND PROVIDE BACKGROUND VIEWS OF RESERVOIR
 B. 7000 SF COVERED STAGE AREA WITH BACK-OF-HOUSE FACILITY
 C. 600 TERRACED SEATING CAPACITY
 D. 1650 OPEN LAWN SEATING CAPACITY
 E. 3 ENTRY POINTS WITH TICKET STATIONS
 F. 4 CONCESSION/VENDOR STATIONS ALONG PERIMETER
 G. LOADING AREA AT BACK-OF-HOUSE FACILITY



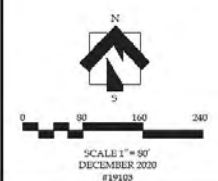
- 4 PRIMARY TRAIL LOOP**
 A. NATURAL SURFACE TRAIL WITH SPUR CONNECTIONS TO OTHER FACILITIES
 B. SEE OVERALL PLAN FOR ADDITIONAL INFORMATION



- 5 WATER RECREATION AREA**
 A. 98 PARKING SPACES, GRAVEL
 B. PAVED CONNECTION TO FISHING PIER AND CANOE/KAYAK LAUNCH
 C. VENDOR STATION FOR WATERCRAFT RENTALS
 D. SHORELINE STABILIZATION



- 6 RV CAMPING AREAS**
 A. 500 LF BUFFER FROM AMPHITHEATER
 B. SEE OVERALL PLAN FOR ADDITIONAL INFORMATION



FINAL MASTER PLAN AMPHITHEATER AREA ENLARGEMENT YAHoola CREEK RESERVOIR - LUMPKIN COUNTY, GEORGIA



Upcoming Project Milestones

Final Master Plan

Final Plans and Graphics

Capital Improvement Plan Recommendations

Draft Summary Report

January 19, 2020 - Board of Commissioners Vote

Final Deliverables



Thank you for your
attendance and input

Yahoola Creek Reservoir Master Plan



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 19, 2021

Agenda Item: Aquatic Center Water Park Design

Item Description: Aquatic Center Water Park Design

**Facts & Historical
Information:**

The aquatic center has been under design for the past few months. The water park design was the latest piece to be completed and ready to be brought before the county's building committee and Board of Commissioners for consideration. The attached presentation was submitted by the project architect. The building committee met today and reviewed the design. There was discussion and a recommendation is included in this analysis from the committee for the board to consider.

**Potential Courses
Of Action:**

The board could consider accepting the recommendation of the building committee and allowing the project to move forward with the committee's recommendations. This options keeps the project moving forward in the proposed timeline. The board could consider making other recommendations and sending it back to the architect and building committee. This could delay the project as bids are set to be let last week.

Budget Impact:

The renderings shown for the water features are within budget.

Staff Recommendation:

The recommendation of the Building Committee is to approve the presented design with the following changes: remove landscaping from island, alter the style of the roof over the slide to more traditional along with more traditional, bright colors for the play structures, making the concession area more visible/pronounced, and explore other options for the louvered roof systems to include if the system can be in the same color family as the play structure roof.

Attachments:

Cottrell Aquatic Center New Waterpark Plan 20-0118



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Cottrell Aquatic Center



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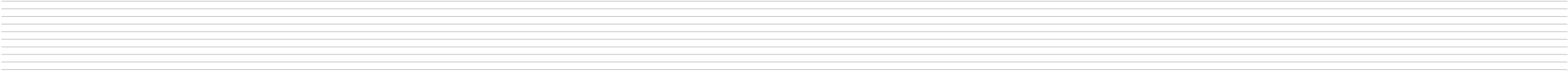


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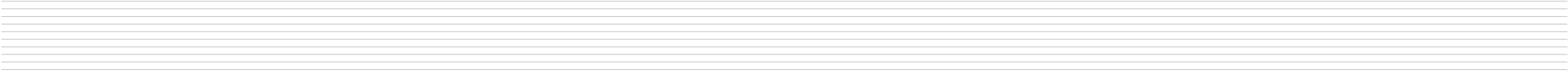


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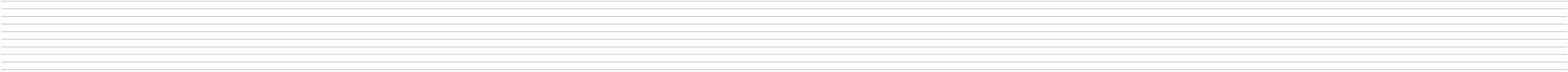


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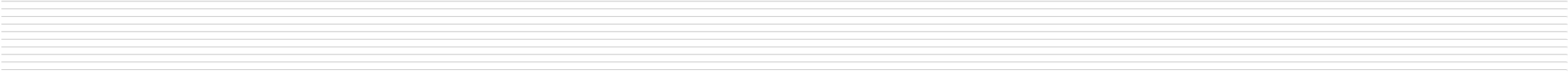


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