



LUMPKIN COUNTY
Board of Commissioners
Work Session II Agenda
Commissioners Boardroom

January 18, 2022
5:30 P.M.

- **CALL TO ORDER** Chairman Dockery
- **PRESENTATIONS**
 1. Ninth District Presentation
 2. Lumpkin County Employee Service Awards ***Regular Meeting***
- **CONSIDERATION OF MINUTES**
 3. Board of Commissioners - Work Session - Dec 7, 2021 4:00 PM
 4. Board of Commissioners - BOC Retreat - Dec 11, 2021 8:00 AM
 5. Board of Commissioners - Public Hearing - Dec 21, 2021 5:00 PM
 6. Board of Commissioners - Public Hearing - Dec 21, 2021 5:15 PM
 7. Board of Commissioners - Work Session II - Dec 21, 2021 5:30 PM
 8. Board of Commissioners - Regular Meeting - Dec 21, 2021 6:00 PM
 9. Board of Commissioners - Special Called Work Session - Dec 30, 2021 1:00 PM
- **RESOLUTIONS**
 10. 2022 - 01 - Resolution to Amend the Character Area Map (*Planning Director Bruce Georgia*)
 11. 2022 - 02 - Reappoint Members to the Airport Authority - Jackie Lee & Dean Lemoine both terms exp 02/19/2026
 12. 2022 - 03 - Reappoint Members Public Building Authority - Chris Dockery & Ruth Bohac terms exp 02/21/25
 13. 2022 - 04 - January Surplus Property (*Finance Director Abby Branan*)
 14. 2022 - 05 - Resolution to Adopt the Road Within Camp Creek Overlook Subdivision (*Public Works Director Larry Reiter*)
 15. 2022 - 06 - Resolution to Amend Purchasing Policy (*Finance Director Abby Branan*)
- **CONTRACTS/AGREEMENTS**
 16. 2022-001 - Health Department Request to Install Generator Back-Up System (*Special Projects Director Ashley Peck*)
 17. 2022-002 - Mauldin & Jenkins - 2021 Audit Engagement Letter (*Finance Director Abby Branan*)
- **OTHER ITEMS**

18. Election of Vice Chairman

19. Alcoholic Beverage License - Trattoria Restaurant *(County Clerk Melissa Witcher)*

20. 2020 SPLOST 2022 Work Plan *(Finance Director Abby Branan)*

21. 2019 TSPLOST 2022 Work Plan *(Finance Director Abby Branan)*

22. New Animal Shelter Update *(Special Projects Director Ashley Peck, Finance Director Abby Branan)*

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENT (Agenda Specific)**
- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 18, 2022

Agenda Item: Ninth District Presentation

Item Description: Ninth District Presentation



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 18, 2022

Agenda Item: Lumpkin County Employee Service Awards

Item Description: Lumpkin County Employee Service Awards

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



December 7, 2021
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	
Tucker Greene	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 Annual Report (Development Authority Director Rebecca Mincey)

Development Authority Annual Report

2. Chamber of Commerce & Tourism Presentations (Robb Nichols & Sam McDuffie)

Chamber of Commerce & Tourism Presentations

PROCLAMATIONS

3. Lumpkin County Indians 2021 2nd Grade Football Super Bowl Champions

Lumpkin County Indians 2021 2nd Grade Football Super Bowl Champions

4. Lumpkin County Indians 2021 K/1st Grade Football Super Bowl Champions

Lumpkin County Indians 2021 K/1st Grade Football Super Bowl Champions

MINUTES

5. Board of Commissioners - Work Session - Nov 2, 2021 4:00 PM
6. Board of Commissioners - Work Session II - Nov 16, 2021 5:30 PM
7. Board of Commissioners - Regular Meeting - Nov 16, 2021 6:00 PM

8. Board of Commissioners - Special Called Meeting - Nov 23, 2021 9:00 AM

RESOLUTIONS

9. 2021 - 66 - December Surplus Property (Finance Director Abby Branan)

December Surplus Property. Consideration of list of County inventory items to be declared surplus.

Commissioner Stringer asked if we should hold off on the recycling equipment until after the Board of Commissioners retreat this Saturday. Larry Reiter, Public Works Director, said the issue would not be voted on until after the retreat, so there would be time to discuss it. His opinion is that baling recycling materials is too costly, so he would prefer not to return to using the baler.

10. 2021 - 67 - Appoint/Reappoint Members to Audit Committee

Appoint/Reappoint Members to Audit Committee

11. 2021 - 68 - Appoint Member to Planning Commission

Appoint Member to Planning Commission

12. 2021 - 69 - Appoint Member to Park & Rec Citizens Advisory Board - Seat 5, Hank Haynes term expiring 12/31/2023

Appoint Member to Park & Rec Citizens Advisory Board - Seat 5, Hank Haynes with a term expiring 12/31/2023.

13. 2022 - 01 - Resolution to Amend the Character Area Map (Planning Director Bruce Georgia)

Amicalola Propane, Inc. has submitted a Character Area Map Amendment (CAMA) for approval for 283 Red Oak Flats Loop, Dahlonega, GA 30533, parcel 098-015 Resolution to Amend the Character Area Map.

Planning Director Bruce Georgia said the recommendation from the Planning Commission, as well as the staff analysis from the Planning Department, will be provided before Work Session II.

14. 2021 - 71 - Resolution Requesting General Assembly Approval of Revised Lumpkin County District Map (Special Projects Director Ashley Peck)

Resolution Requesting General Assembly Approval of Revised Lumpkin County District Map.

15. 2021 - 72 - Hazardous Waste Trust Fund Application (Finance Director Abby Branan)

Hazardous Waste Trust Fund Application. Georgia Department of Natural Resources Environmental Protection Division Hazardous Waste Trust Fund Application & Authorizing Resolution

16. 2021 - 73 - Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law

Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law

17. 2021 - 74 - Appoint Member to Board of Health - Brigitte Barker with a term expiring 12/31/2025

Appoint Member to Board of Health - Brigitte Barker with a term expiring 12/31/2025

CONTRACTS/AGREEMENTS

18. 2021-074 - Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal (Public Works Director Larry Reiter)

Halls Mill Enterprises LLC d/b/a Chestatee River Adventures c/o Rhett Stringer – Canoe Launch Sublease Renewal. Recommendation on renewing contract with Chestatee River Adventures for use of the Chestatee River Access Park.

Commissioner Stringer recused himself from any discussion on this item. Chairman Dockery said this contract is beneficial for the County because it prevents us from having to upkeep the canoe launch with tax money.

19. 2021-075 - Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal (Public Works Director Larry Reiter)

Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal. Recommendation on renewing contract with Canoe Georgia for use of the Chestatee River Access Park.

20. 2021-076 - Classic Cleaners – 2022 Lease (Special Projects Director Ashley Peck)

Classic Cleaners – 2022 Lease. Annual renewal of lease at 235 E. Main Street.

21. 2021-077 - Tourism Development Services – Chamber of Commerce (Finance Director Abby Branan)

Tourism Development Services – Chamber of Commerce

22. 2021-078 - LC Wimpy Airport Fencing Contract Extension (Public Works Director Larry Reiter)

LC Wimpy Airport Fencing Contract Extension. (Contract: 2021-021-N-P Airport Fencing Project - TriScapes, Inc.) Extend contract Airport fence and parking lot as per airport CIP.

Mr. Reiter said the delivery of materials might not occur until near the end of January, which is why this extension is needed.

23. 2021-079 - Legacy Link SFY-2022 Addendum #1 (Senior Center Manager Linda Kirkpatrick)

Legacy Link SFY-2022 Addendum #1. CONTRACT ADDENDUM #1 - SFY2022 This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2021-028-A-S approved on July 20, 2021) 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.

24. 2021-080 - CJCC VOCA – Financial Administration – District Attorney (Finance Director Abby Branan)

CJCC VOCA – Financial Administration – District Attorney. District Attorney Langley is requesting Lumpkin County maintain its existing roll as the financial administrator for its VOCA grant awards for the upcoming grant cycle.

25. 2021-081 - CJCC VOCA (Victims of Crime Act) - MOA (Finance Director Abby Branan)

CJCC VOCA (Victims of Crime Act) - MOA The Prosecuting Attorneys' Council of Georgia (PAC) has submitted VOCA grant application renewals for base funds for the 2022 Federal Fiscal year. Criminal Justice Coordinating Council (CJCC) has indicated to PAC that this year's allocations will be continued next year at current levels.

Base Federal Funds	\$143,580	Base Match Waiver	\$35,895
Grant Period:	October 1, 2021 – September 30, 2022		

Finance Director Abby Branan said the match waiver is in place for another year.

26. 2021-082 - Development Authority IGA Payment in Lieu of Taxes (Development Authority Director Rebecca Mincey)

Development Authority IGA Payment in Lieu of Taxes. IGA between County, Development Authority, Tax Commissioner and Tax Assessor

27. 2021-083 - District Attorney's MOA for Coronavirus Emergency Supplemental Funding Program (Finance Director Abby Branan)

District Attorney's MOA for Coronavirus Emergency Supplemental Funding Program This MOA is for the Coronavirus Emergency Supplemental Funding (CESF) Program. The Prosecuting Attorneys' Council of Georgia (PAC) has submitted CESF grant application renewals for comp advocate funds for the 2022 Federal Fiscal year. The purpose of the funds is to prevent, prepare, and respond to the Coronavirus. Funding supports essential personnel who can respond to the backlog of victim cases or increased services needs due to the pandemic. CESF Funding Comp Advocate \$43,500 Grant Period: October 1, 2021 – September 30, 2022 The Coronavirus Emergency Supplemental Funding (CESF) Program is funding the DA's portion that was formerly funded by the VOCA Comp Advocate program.

OTHER ITEMS

28. Alcoholic Beverage License – Real Hospitality Ventures Inc. d/b/a Mountain Laurel Creek Inn & Spa (County Clerk Melissa Witcher)

Alcoholic Beverage License – Real Hospitality Ventures Inc. d/b/a Mountain Laurel Creek Inn & Spa. This is for the issuance of an alcoholic beverage license for beer or wine consumption on premises located at 202 Talmer Grizzle Road, Dahlonega, GA 30533.

ALCOHOLIC BEVERAGE LICENSE RENEWALS

29. 2022-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures
30. 2022-02 Craig H. Kritzer/Frogtown Cellars LLLP
31. 2022-03 Jeffrey Grindle/Tomato House Farm LLC
32. 2022-04 Michele Kraft Deblois/Hideaway Restaurant
33. 2022-05 Salman H. Ali/Ash Business, Inc. d/b/a Quick Mart 3
34. 2022-06 Charles Clinton Crane/C.L. Crane Grocery
35. 2022-07 Umamaheswari Devi Meruga/Saketh, Inc. d/b/a Lucky Food Mart
36. 2022-08 Darren E. Glenn/Riverside Tavern, LLC
37. 2022-09 Sharon Paul/Chestatee Valley Vintners, LLC d/b/a Three Sisters Winery
38. 2022-10 Michael Davis/Georgia Farm Wines, LLC d/b/a Seven Day Bottoms Farm Winery
39. 2022-11 Salman Ali/Afshar Inc. d/b/a Quick Mart #7
40. 2022-12 E. Karl Boegner/Dahlonega Wine Co., LLC d/b/a Wolf Mountain Vineyards
41. 2022-13 Matthew C. Garner/ZA2GA Wine Company, LLC d/b/a Montaluce Winery, La Vigne Restaurant
42. 2022-15 Blair Housley/Etowah Meadery, Corp./The Dahlonega Brewery
43. 2022-16 Suzanne Reilly Tebor/Neverland Farms, Inc.
44. 2022-17 Seth E. Hunt/Turners Corner General Store
45. 2022-18 Evelyn Claire Livingston/Cavender Creek Winery, LLC d/b/a Cavender Creek Vineyards & Winery

46. 2022-19 Truptiben Patel/Clay Creek Falls Grocery
47. 2022-20 James Rider/JR's BBQ & Country Store
48. 2022-21 Robert Warner/White Oaks LLC d/b/a White Oaks Bistro
49. 2022-22 Bhupendra Kumar Patel/Vaho Enterprises, LLC
50. 2022-23 Jigna Patel/Shalina Business, LLC d/b/a Mart 24/7
51. 2022-24 Becky Lynn Fuller/AGEA Enterprises, LLC d/b/a The Corner Store #2
52. 2022-25 James E. Pruitt/MR2Wings d/b/a Roosters Café
53. 2022-26 Tushar V. Patel/Yogis Quickstop, Inc. d/b/a Cutie Gas & Grocery
54. 2022-27 Sonika Ahluwalia/Aspen Gold, LLC d/b/a Disco Marathon
55. 2022-28 Salma Panjwani/SMS Express LLC d/b/a Cavenders Corner
56. 2022-29 Joseph Hannan/Barefoot Hills LLC
57. 2022-30 Kari McCann/Red Wine & Blue Vineyard & Winery LLC d/b/a Dahlonga Resort & Vineyard
58. 2022-32 Heather Breedlove/CGN Properties, LLC. d/b/a The Mountain Top Lodge
59. 2022-33 Michael Davis/Convenience Stores, Inc. d/b/a JP Dahlonga
60. 2022-34 Ghanshyam Ramanbhai Patel/ Jay Jalaramji LLC d/b/a Iron Mountain Mart
61. 2022-35 Craig Stansberry/Iron Mountain Park, LLC d/b/a The Grille at Iron Mountain

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Tucker Greene said after several briefings and meetings with County staff, he believes we have the best staff of any County around us. He has been very impressed with everyone he has met.

PUBLIC COMMENT (Agenda Specific)

EXECUTIVE SESSION - Land Acquisition

***Motion:** Commissioner Mayfield moved to enter executive session at 4:32 PM, and was seconded by Commissioner Tucker Greene. The motion was approved.*

***Motion:** Commissioner Mayfield moved to exit executive session and re-enter regular session at 4:54 PM. Commissioner Moran seconded the motion and it was approved.*

There were no announcements from executive session.

ADJOURNMENT

The meeting was adjourned at 4:54 PM.

January 18, 2022

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Dec 7, 2021 4:00 PM (CONSIDERATION OF MINUTES)



LUMPKIN COUNTY GA

Southern living, southern charm.

Lumpkin County Board of Commissioners

2022 BOC Planning Retreat

Chamber of Commerce Meeting Room

December 11, 2021

8:00am-3:30pm

Present: Chairman Chris Dockery, Commissioner Tucker Greene, Commissioner Bobby Mayfield, Commissioner Jeffrey Moran, Commissioner Rhett Stringer, Abby Branan, Alicia Davis, Bruce Georgia, Rebecca Mincey, Alan Ours, Ashley Peck, Sean Phipps, Larry Reiter, Chief David Wimpy, Melissa Witcher

Facilitator: Mary Beth Brownlee, ACCG

RETREAT RESULTS

2022 Planning Retreat – Program of Work & Action Items

1. Financial Update (Abby Branan)

Presentation and general discussion; no action necessary.

2. Sales Tax Programs (Abby Branan)

Presentation and general discussion regarding 6-year SPLOST collections/programs (2020-2026).

2021 Accomplishments:

- SPLOST anticipated to exceed collections by approximately \$6 Million; question regarding if funds must be distributed based on prorated share?
- Anticipated revenue/collections for 2022 (Year 3) to exceed what is currently expended, encumbered and requested through 2022.

Action/Next Steps:

- Determine if additional SPLOST collections must follow prorated share as passed in original referendum.
- Discussion of fleet policy for new vehicles; one in-one out. Continue implementation of policy.

3. Future & Current TSPLOST (Abby Branan, Larry Reiter)

Presentation and general discussion.

- Will meet collections cap in December 2022; however, revenue will continue to be collected by Georgia Department of Revenue through first quarter of 2023. Therefore, funding will be captured and received by the county through March 2023.
- When to hold new referendum—May 24 or November 8, 2022?

Action/Next Steps:

- Consider use of remaining joint funds to finance pedestrian bridge.
- Identify priority intersection improvements for TSPLOST.
- Purchase communications system for public works to align with 911/public safety for emergency management situations, etc.
- Continue discussion with GDOT regarding intersection and necessary improvements at GA-400 and Highway 60.
- Determine when to pose referendum for new TSPLOST to voters.
 - More projects will be completed by November 8

- Timing regarding LOST negotiations to be considered; and related perception by voters
- Collections based on new law
- Turnover at City likely to drive tone of LOST negotiations
- Prioritize high-profile projects to create positive momentum around new TSPLOST
- To stay at current collections in terms of funding projects, it would take approximately 2 mills to fund projects—key point for future messaging
- Surrounding counties (Union and Habersham) defeated recent TSPLOST referendums
- Bring in projected 2023-2024 transportation projects (Larry's list) into 2022 for completion—again, to promote effectiveness of TSPLOST.
- General agreement to proceed in **November 2022** for new voter referendum; next opportunity will be March 2023.

4. Briefing on Latest Health Insurance Claim Data (Alicia Davis)

Presentation and general discussion since moving to self-insured in July 2022; based on five months of data. Update only; no action necessary.

2021 Accomplishments:

- Move to self-insured has yielded significant dividends for the county, to date.
 - Pharmacy claims have reduced costs of 68% YTD; projected to save \$400,000 by year end
 - Medical claims have reduced costs of 26% YTD
 - Saved \$100,000 in cost avoidance YTD
 - Individual Stop Loss (ISL) making a positive impact to county policy
 - Average net claims lowest in six years

5. Recycling (Ashley Peck, Larry Reiter)

Presentation and general discussion regarding options for operations, cost reduction, etc.

Action/Next Steps:

*BOC to consider options, detailed below. Decision made to pursue **Option 6**.*

- Option 1 – Maintain Current Program, As Is
 - Cost of \$72,000/year
 - City residents moving over to County program since City has discontinued service
 - Potential problem with contaminated loads
- Option 2 – Bring Recycling Back in House
 - Cost to haul single load to Hall County @ \$250.00
 - New compactor would reduce number of loads in half
 - Red Oak Flats would be new drop-off location
 - Volume dictates ability to be profitable; not likely Lumpkin could produce enough to generate realized revenue
- Option 3 – Discontinue Service
 - Save \$72,000/annual
- Option 4 – Partner with City for Cost-Sharing for Service
 - Unknown variables, costs, etc. to negotiate
 - Would have increased volume with City residents' participation

- Option 5 – Charge Flat Fee to Users (@ \$5 per)
 - Need 50 participants/day
 - Potential to be complicated/frustrating for users
- Option 6 – Bid Out for New Contractor (ex. White County)
 - Leverage by presence of transfer station
 - Waste Management pays White County approx. \$8,000/month
 - If we contract with new RFP, conduct all recycling at transfer station
 - Economies of scale
 - Transfer station opened in 2002; facility built in late 1990s
- **Action: Put out to bid via RFP process in 2022**—allow current provider to bid if desired; this is BOC’s responsibility to taxpayers (efficient, cost-effective service)
 - Explore conversation with city for shared services before letting bid
 - Put in standards in place for keeping collection center/transfer station clean
 - Enhance program; save county money
 - Under contract with current provider through November 30, 2022
- **Action: Review current contract** – Enforce/provide notice for need of enhanced/improved maintenance; traffic flow for users
 - **\$120,000** – Cost of new set of scales; potential to relocate scales, or allow for two sets of scales
 - Provider responsible for equipment maintenance

6. Capital Projects Update (Larry Reiter, Abby Branan, Ashley Peck)

Presentation and general discussion regarding projects below.

a. Aquatic Center

Overview of project and funding options detailed below:

- How/when/what is timeline for county obligation for additional funds?
 - Funding sources, to date—TSPLOST, SPLOST, Private Donation, BOE/In-Kind Sitework
 - Negative Economic Impact Grant Proposal/Request for \$7 Million made to OPB for State Fiscal Recovery Funds; notice of funding/award anticipated for January 2022 (at earliest), if eligible
 - County would need gap funding of approx. **\$11-12 Million**
- Think back to county’s original obligation/commitment
 - Funding at this scale would obligate SPLOST revenue for years to come; ties hands of future Commissioners
 - Is this how we want to use SPLOST? Is this best use of funds for tax-payer purposes?
 - Should we look for additional outside revenue and funding sources?
 - Obligates future BOC and potentially prohibits other new/necessary projects, such as the gymnasium
 - Full-scale project would require a 30-year bond; however, county currently has a \$9 Million bond to build a pool/aquatics center; private donor to give \$9 Million if constructed at current proposed location

Action/Next Steps:

- Wait until final notification from OPB funding opportunity to make final decision on how/where to proceed @ 1st quarter 2022

b. Animal Shelter

Presentation and general discussion.

- New location at Blackburn Park Road
- Current facility is land-locked in terms of septic, need for expansion.
- Shelter Costs @ \$800,000; Kennel Costs @ \$162,000. Total Projected Cost @ \$962,000.
 - Options for funding include General Fund and 2026 SPLOST
 - Facility will need repairs prior to 2026 SPLOST
 - With population growth, average family bring approx. 2.3 animals; therefore, need will increase

Action/Next Steps:

- Staff to provide additional funding options at **January 2022 Work Session** with staff recommendations on how to proceed
 - Options/How to Fund
 - Fund balance
 - Finance remainder/Bonds
 - USDA
 - SPLOST
 - Other grants

c. Little Mountain Road Improvement

Update on road improvement project; change to scope of work discussed.

d. Update on the Oak Grove Roundabout

Update on roundabout construction status. Lighting is approximately 8 weeks from installation, per Georgia Power; paving still needed.

e. Pine Tree Way Road Widening

Update on road project; discussed scope of work, depending upon buildout of Aquatics Center. Intended to eliminate conflicts in traffic (parent drop-off, buses, etc. at new school, and Aquatics Center).

Action/Next Steps:

- When will we know if this is the design we need? Based on Aquatics Center, etc.?
 - Based on timing of OPB/Aquatics Center funding and further discussion by BOC; 1st quarter, 2022.
- County is committed to upgrades to existing portion of Pine Tree Way and sidewalks; roundabout and other improvements contingent upon other projects, need.
- **BOC to make final decision re scope in 1st quarter 2022.**

7. Update Commercial Development (Bruce Georgia, Rebecca Mincey, Sean Phipps)

Presentation on commercial growth within the county; including countywide permitting trends, economic development project updates, and planned infrastructure expansion. Highlights captured below; no action necessary.

Commercial growth outside of Gateway Corridor Overlay District (GCOD):

- Highway 52 W Brewery
- Satellite Industries
- Big Creek Distillery – no licensing required from county
- Di Vine Village

Commercial growth within GCOD:

- Within GCOD, property for development held by a handful of estates and key property owners
- Northeast Georgia Medical Center to break ground next year (2022).
- Georgia Power (GPC) Transmission Substation site – held recent meeting with GPC to discuss GCOD, goals for development, design standards, etc.
- Multi-family development – Access/entrance parcel located within GCOD; however, multi-family development where units would be located is not.

Lumpkin County Water & Sewer Authority (LCWSA)/Infrastructure updates.

- 2022 EDA-funded projects for growth and expansion projects.
- 2024 State Fiscal Recovery Funds – Current application to state; funding to be announced in February 2022. \$6 Million @ State Fiscal Recovery Funds; \$3 Million @ Lumpkin BOC; \$1 Million @ LCWSA
- Expanded sewer service within GCOD to support desired mixed-use development.

8. Land Use Revisions (Larry Reiter, Bruce Georgia)

Presentation and general discussion regarding current land use plan, definitions and character areas. Character areas under primary consideration—Agricultural Preservation, Rural Places, Residential Growth, and Gateway Corridor. Issues of concern include traffic, noise/sound, odor, lights and individual property rights.

Action/Next Steps:

- County Manager to identify date for future planning meeting for a workshop; over 2-3 sessions at 2-3 hours/each. Process to start in January 2022.
- Public to be invited and included; identify creative way to get true, well-rounded public input through surveys, listening sessions and other public engagement mechanisms.
- Establish Steering Committee with residents to be involved.
- Utilize 3rd party facilitator to conduct public input process/make land use recommendations—GMRC, CVIOG, others, TBD.

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



December 21, 2021
 5:00 P.M.

Call to Order

The meeting was called to order at 5:07 PM by Chairman Chris Dockery

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

Public Comment

Character Area Map (CAM) Amendment

Harold Mitchell, 37 Jones Street, came to comment on the CAM amendment. He said he has experience from working for the US Fish & Wildlife Service, including work relating to the Clean Water Act and Endangered Species Act. In his work, he has advised counties on environmental issues. He is concerned with interpretation of language, and believes Lumpkin County has rich historical and natural resources that need to be protected. Mr. Mitchell continued and discussed what he believed to be flaws in the Land Use Code and Character Area Map. You can essentially put any use anywhere, so what is the point of a character area designation, he asked? Such arbitrary designations could set the County up for future legal issues, he stated. Mr. Mitchell then read a list of suggestions to the Commissioners: Prioritize a rewrite of the County Comprehensive Plan and eliminate vague language about character areas, implement proper zoning, freeze all current land use code variances, and avoid grandfathering in uses. He also suggested making citizens aware of any use which could impact water quality in local waterways, and requested a list of current projects which fall outside of the moratorium.

Adjournment

The meeting ended at 5:16 pm.

January 18, 2022

Date

Melissa Witcher
 County Clerk, Lumpkin County

Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



December 21, 2021
 5:15 P.M.

Call to Order

The meeting was called to order at 5:17 PM by Chairman Chris Dockery

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Chris Dockery	Chairman	Present	
Tucker Greene	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

Public Comment

Alcoholic Beverage License (Beer/Wine Consumption) - Jeffrey Scott Cudd for Real Hospitality Ventures, Inc. dba Mountain Laurel Creek Inn & Spa

There were no comments from the public.

Adjournment

The meeting was adjourned at 5:18 PM.

January 18, 2022

Date

Melissa Witcher
 County Clerk, Lumpkin County

Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Dec 21, 2021 5:15 PM (CONSIDERATION OF MINUTES)

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PROCLAMATIONS

1. Lumpkin County Indians 2021 2nd Grade Football Super Bowl Champions

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2. Lumpkin County Indians 2021 K/1st Grade Football Super Bowl Champions

Lumpkin County Indians 2021 K/1st Grade Football Super Bowl Champions

CONSIDERATION OF MINUTES

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4. Board of Commissioners - Work Session II - Nov 16, 2021 5:30 PM
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RESOLUTIONS

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December Surplus Property. Consideration of list of County inventory items to be declared surplus.

8. 2021 - 67 - Appoint/Reappoint Members to Audit Committee

Appoint/Reappoint Members to Audit Committee

9. 2021 - 69 - Appoint Member to Park & Rec Citizens Advisory Board - Seat 5, Hank Haynes term expiring 12/31/2023

Appoint Member to Park & Rec Citizens Advisory Board - Seat 5, Hank Haynes with a term expiring 12/31/2023.

10. 2022 - 01 - Resolution to Amend the Character Area Map (Planning Director Bruce Georgia)

Amicalola Propane, Inc. has submitted a Character Area Map Amendment (CAMA) for approval for 283 Red Oak Flats Loop, Dahlonega, GA 30533, parcel 098-015 Resolution to Amend the Character Area Map.

Commissioner Stringer asked Deputy Planning Director Mary Catherine Beutel about the definition of light industrial. She reviewed the definition from the regulations which included things such as wholesaling, assembly, and manufacturing in a way that would not affect neighboring properties through smoke, noise, vibration, or other impacts. The Planning Commission has recommended this amendment with the stipulation that light industrial only will be allowed. Commissioner Mayfield asked why all 60+ acres need to be labeled as light industrial, and Ms. Beutel said it hasn't been subdivided yet, though the property owner will sell some of it in the future.

Chairman Dockery said this parcel is adjacent to the rock quarry, an asphalt plant, and other industrial uses, but it is also adjacent to some residential areas. He said he is in favor of the area being for light industrial but he questioned how you quantify noise, smoke, odor, and vibration? What is an acceptable amount of noise? Commissioner Mayfield agreed that we should have clear definitions. Chairman Dockery said if we label it "light industrial" with vague terms, he cannot support it. Commissioner Stringer commented that he didn't think anyone foresaw what would happen with IsoNova, and we need to avoid that.

Commissioner Moran suggested possibly tabling this item. Public Works Director Larry Reiter commented and said the definition of "light industrial" is more of an issue with the Land Use Code. This will be worked on when the BOC revisits the Land Use Code. Chairman Dockery said his understanding is that whatever the definition of industrial is today, it will apply to this property if the amendment is approved. Commissioner Stringer asked if the property owner has submitted a plan, and Ms. Beutel responded no. The Chairman asked her if they approve this tonight, the current code definitions will apply? She believed that was correct. Commissioner Mayfield shared the concern that the current code does not differentiate between industrial and light industrial. Mr. Reiter said we can put in a stipulation that the area is only for light industrial, but the current term is fairly vague, and the vague definition will continue on with the property in his opinion. Chairman Dockery suggested having staff look into developing quantifiable definitions.

11. 2021 - 71 - Resolution Requesting General Assembly Approval of Revised Lumpkin County District Map (Special Projects Director Ashley Peck)

Resolution Requesting General Assembly Approval of Revised Lumpkin County District Map.

12. 2021 - 72 - Hazardous Waste Trust Fund Application (Finance Director Abby Branan)

Hazardous Waste Trust Fund Application. Georgia Department of Natural Resources Environmental Protection Division Hazardous Waste Trust Fund Application & Authorizing Resolution

13. 2021 - 73 - Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law

Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law

14. 2021 - 74 - Appoint Member to Board of Health - Brigitte Barker with a term expiring 12/31/2025

Appoint Member to Board of Health - Brigitte Barker with a term expiring 12/31/2025

15. 2021 - 75 - Set Qualifying Fees - Candidates Seeking Election to Certain Offices (Special Projects Director Ashley Peck)

The governing authority of each county must fix and publish the qualifying fee for each county office to be filled in the upcoming primary or election.

CONTRACTS/AGREEMENTS

16. 2021-074 - Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal (Public Works Director Larry Reiter)

Halls Mill Enterprises LLC d/b/a Chestatee River Adventures c/o Rhett Stringer – Canoe Launch Sublease Renewal. Recommendation on renewing contract with Chestatee River Adventures for use of the Chestatee River Access Park.

17. 2021-075 - Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal (Public Works Director Larry Reiter)

Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal. Recommendation on renewing contract with Canoe Georgia for use of the Chestatee River Access Park.

18. 2021-076 - Classic Cleaners – 2022 Lease (Special Projects Director Ashley Peck)

Classic Cleaners – 2022 Lease. Annual renewal of lease at 235 E. Main Street.

19. 2021-077 - Tourism Development Services – Chamber of Commerce (Finance Director Abby Branan)

Tourism Development Services – Chamber of Commerce

20. 2021-078 - LC Wimpy Airport Fencing Contract Extension (Public Works Director Larry Reiter)

LC Wimpy Airport Fencing Contract Extension. (Contract: 2021-021-N-P Airport Fencing Project - TriScapes, Inc.) Extend contract Airport fence and parking lot as per airport CIP.

21. 2021-079 - Legacy Link SFY-2022 Addendum #1 (Senior Center Manager Linda Kirkpatrick)

Legacy Link SFY-2022 Addendum #1. CONTRACT ADDENDUM #1 - SFY2022 This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2021-028-A-S approved on July 20, 2021) 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.

22. 2021-080 - CJCC VOCA – Financial Administration – District Attorney (Finance Director Abby Branan)

CJCC VOCA – Financial Administration – District Attorney. District Attorney Langley is requesting Lumpkin County maintain its existing roll as the financial administrator for its VOCA grant awards for the upcoming grant cycle.

23. 2021-081 - CJCC VOCA (Victims of Crime Act) - MOA (Finance Director Abby Branan)

CJCC VOCA (Victims of Crime Act) - MOA The Prosecuting Attorneys' Council of Georgia (PAC) has submitted VOCA grant application renewals for base funds for the 2022 Federal Fiscal year. Criminal Justice Coordinating Council (CJCC) has indicated to PAC that this year's allocations will be continued next year at current levels.

Base Federal Funds	\$143,580	Base Match Waiver	\$35,895
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Grant Period: October 1, 2021 – September 30, 2022

24. 2021-082 - Development Authority IGA Payment in Lieu of Taxes (Development Authority Director Rebecca Mincey)

Development Authority IGA Payment in Lieu of Taxes. IGA between County, Development Authority, Tax Commissioner and Tax Assessor

25. 2021-083 - District Attorney's MOA for Coronavirus Emergency Supplemental Funding Program (Finance Director Abby Branan)

District Attorney's MOA for Coronavirus Emergency Supplemental Funding Program This MOA is for the Coronavirus Emergency Supplemental Funding (CESF) Program. The Prosecuting Attorneys' Council of Georgia (PAC) has submitted CESF grant application renewals for comp advocate funds for the 2022 Federal Fiscal year. The purpose of the funds is to prevent, prepare, and respond to the Coronavirus. Funding supports essential personnel who can respond to the backlog of victim cases or increased services needs due to the pandemic. CESF Funding Comp Advocate \$43,500 Grant Period: October 1, 2021 – September 30, 2022 The Coronavirus Emergency Supplemental Funding (CESF) Program is funding the DA's portion that was formerly funded by the VOCA Comp Advocate program.

OTHER ITEMS

26. Alcoholic Beverage License – Real Hospitality Ventures Inc. d/b/a Mountain Laurel Creek Inn & Spa (County Clerk Melissa Witcher)

Alcoholic Beverage License – Real Hospitality Ventures Inc. d/b/a Mountain Laurel Creek Inn & Spa. This is for the issuance of an alcoholic beverage license for beer or wine consumption on premises located at 202 Talmer Grizzle Road, Dahlonega, GA 30533.

ALCOHOLIC BEVERAGE LICENSE RENEWALS

27. 2022-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures
28. 2022-02 Craig H. Kritzer/Frogtown Cellars LLLP
29. 2022-03 Jeffrey Grindle/Tomato House Farm LLC
30. 2022-04 Michele Kraft Deblois/Hideaway Restaurant
31. 2022-05 Salman H. Ali/Ash Business, Inc. d/b/a Quick Mart 3
32. 2022-06 Charles Clinton Crane/C.L. Crane Grocery
33. 2022-07 Umamaheswari Devi Meruga/Saketh, Inc. d/b/a Lucky Food Mart
34. 2022-08 Darren E. Glenn/Riverside Tavern, LLC
35. 2022-09 Sharon Paul/Chestatee Valley Vintners, LLC d/b/a Three Sisters Winery
36. 2022-10 Michael Davis/Georgia Farm Wines, LLC d/b/a Seven Day Bottoms Farm Winery
37. 2022-11 Salman Ali/Afshar Inc. d/b/a Quick Mart #7
38. 2022-12 E. Karl Boegner/Dahlonega Wine Co., LLC d/b/a Wolf Mountain Vineyards
39. 2022-13 Matthew C. Garner/ZA2GA Wine Company, LLC d/b/a Montaluce Winery, La Vigne Restaurant
40. 2022-15 Blair Housley/Etowah Meadery, Corp./The Dahlonega Brewery
41. 2022-16 Suzanne Reilly Tebor/Neverland Farms, Inc.
42. 2022-17 Seth E. Hunt/Turners Corner General Store

43. 2022-18 Evelyn Claire Livingston/Cavender Creek Winery, LLC d/b/a Cavender Creek Vineyards & Winery
44. 2022-19 Truptiben Patel/Clay Creek Falls Grocery
45. 2022-20 James Rider/JR's BBQ & Country Store
46. 2022-21 Robert Warner/White Oaks LLC d/b/a White Oaks Bistro
47. 2022-22 Bhupendra Kumar Patel/Vaho Enterprises, LLC
48. 2022-23 Jigna Patel/Shalina Business, LLC d/b/a Mart 24/7
49. 2022-24 Becky Lynn Fuller/AGEA Enterprises, LLC d/b/a The Corner Store #2
50. 2022-25 James E. Pruitt/MR2Wings d/b/a Roosters Café
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56. 2022-32 Heather Breedlove/CGN Properties, LLC. d/b/a The Mountain Top Lodge
57. 2022-33 Michael Davis/Convenience Stores, Inc. d/b/a JP Dahlongega
58. 2022-34 Ghanshyam Ramanbhai Patel/ Jay Jalaramji LLC d/b/a Iron Mountain Mart
59. 2022-35 Craig Stansberry/Iron Mountain Park, LLC d/b/a The Grille at Iron Mountain

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

Adam Smith of 85 East Gate Drive, Dawsonville, addressed the Commissioners regarding the CAM amendment request. He explained they had requested for the entire area to be amended into industrial because it is currently one parcel, which will be split up later, and they want to begin developing soon. They will have use for about 20 acres, but they are unsure about the rest. They currently are situated within the Dawsonville city limits. They perform refurbishing of old propane tanks and store them on site. They also will need a small maintenance shop for their own trucks. Mr. Smith said they would like to begin first quarter of 2022.

Chairman Dockery said it is helpful to know what their intent is. He suggested an opaque fence to help shield the propane tanks from view. He told Mr. Smith the Commissioners certainly do not want to hold up their development, but they also do not want to push through without discussion.

Steve Sylvester, resident of Lumpkin County, said he was concerned with the change from residential to industrial and how it will impact the residents in the area. We do not have a specific "light industrial" character area category. Chairman Dockery asked if there were any neighbors in the audience so they could provide their input, but none were present. Commissioner Stringer said he had spoken to several of the nearby property owners and none of them had an issue with the business being located there.

ADJOURNMENT

The meeting was adjourned at 6:05 PM.

January 18, 2022

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Dec 21, 2021 5:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



December 21, 2021
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:17 PM by Chairman Chris Dockery

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

INVOCATION

Chairman Dockery gave the invocation followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

Motion: A motion was made by District 3 Commissioner Stringer to approve the agenda and add the 2nd Grade Indians proclamation under "Proclamations". The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

PUBLIC COMMENTS (Agenda Specific)

PROCLAMATIONS

1. Lumpkin County Indians 2021 2nd Grade Football Super Bowl Champions

Lumpkin County Indians 2021 2nd Grade Football Super Bowl Champions

Motion: A motion was made by District 3 Commissioner Stringer to approve the proclamation. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

2. Lumpkin County Indians 2021 K/1st Grade Football Super Bowl Champions

Lumpkin County Indians 2021 K/1st Grade Football Super Bowl Champions

Motion: A motion was made by District 3 Commissioner Stringer to approve the proclamation. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

CONSIDERATION OF MINUTES

Motion: A motion was made by District 4 Commissioner Moran to approve the minutes by acclamation. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

3. Board of Commissioners - Work Session - Nov 2, 2021 4:00 PM
4. Board of Commissioners - Work Session II - Nov 16, 2021 5:30 PM
5. Board of Commissioners - Regular Meeting - Nov 16, 2021 6:00 PM
6. Board of Commissioners - Special Called Meeting - Nov 23, 2021 9:00 AM

RESOLUTIONS

7. 2021 - 66 - December Surplus Property (Finance Director Abby Branan)

December Surplus Property. Consideration of list of County inventory items to be declared surplus.

Motion: A motion was made by District 2 Commissioner Mayfield to approve course of action A, which is to approve the surplus list. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

8. 2021 - 67 - Appoint/Reappoint Members to Audit Committee

Appoint/Reappoint Members to Audit Committee

Motion: A motion was made by District 4 Commissioner Moran to approve Appoint/Reappoint Members to Audit Committee. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

9. 2021 - 69 - Appoint Member to Park & Rec Citizens Advisory Board - Seat 5, Hank Haynes term expiring 12/31/2023

Appoint Member to Park & Rec Citizens Advisory Board - Seat 5, Hank Haynes with a term expiring 12/31/2023.

Motion: A motion was made by Chairman Dockery to appoint Hank Haynes to Seat 5 with a term expiring 12/31/2023. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

10. 2022 - 01 - Resolution to Amend the Character Area Map (Planning Director Bruce Georgia)

Amicalola Propane, Inc. has submitted a Character Area Map Amendment (CAMA) for approval for 283 Red Oak Flats Loop, Dahlonega, GA 30533, parcel 098-015 Resolution to Amend the Character Area Map.

Motion: A motion was made by District 3 Commissioner Stringer to table the resolution until next month. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

11. 2021 - 71 - Resolution Requesting General Assembly Approval of Revised Lumpkin County District Map (Special Projects Director Ashley Peck)

Resolution Requesting General Assembly Approval of Revised Lumpkin County District Map.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Resolution Requesting General Assembly Approval of Revised Lumpkin County District Map. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

12. 2021 - 72 - Hazardous Waste Trust Fund Application (Finance Director Abby Branan)

Hazardous Waste Trust Fund Application. Georgia Department of Natural Resources Environmental Protection Division Hazardous Waste Trust Fund Application & Authorizing Resolution

Motion: A motion was made by District 3 Commissioner Stringer to approve Hazardous Waste Trust Fund Application. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

13. 2021 - 73 - Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law

Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law

Motion: A motion was made by Chairman Dockery to approve Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

14. 2021 - 74 - Appoint Member to Board of Health - Brigitte Barker with a term expiring 12/31/2025

Appoint Member to Board of Health - Brigitte Barker with a term expiring 12/31/2025

Motion: A motion was made by Chairman Dockery to appoint Brigitte Barker to the Board of Health as the advocate for the needy, underprivileged, and elderly, with a term expiring 12/31/2025. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

15. 2021 - 75 - Set Qualifying Fees - Candidates Seeking Election to Certain Offices (Special Projects Director Ashley Peck)

The governing authority of each county must fix and publish the qualifying fee for each county office to be filled in the upcoming primary or election.

Motion: A motion was made by District 1 Commissioner Greene to approve the resolution. The motion was seconded by District 2 Commissioner Mayfield. 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

16. 2021-074 - Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal (Public Works Director Larry Reiter)

Halls Mill Enterprises LLC d/b/a Chestatee River Adventures c/o Rhett Stringer – Canoe Launch Sublease Renewal. 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 Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal. The motion was seconded by District 4 Commissioner Moran. Commissioner Stringer recused himself. The motion was approved and carried.

17. 2021-075 - Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal (Public Works Director Larry Reiter)

Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal. Recommendation on renewing contract with Canoe Georgia for use of the Chestatee River Access Park.

Motion: A motion was made by District 1 Commissioner Greene to approve Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal. The motion was seconded by District 2 Commissioner Mayfield. Commissioner Stringer recused himself. The motion was approved and carried.

18. 2021-076 - Classic Cleaners – 2022 Lease (Special Projects Director Ashley Peck)

Classic Cleaners – 2022 Lease. Annual renewal of lease at 235 E. Main Street.

Motion: A motion was made by District 4 Commissioner Moran to approve Classic Cleaners – 2022 Lease. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

19. 2021-077 - Tourism Development Services – Chamber of Commerce (Finance Director Abby Branan)

Tourism Development Services – Chamber of Commerce

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

20. 2021-078 - LC Wimpy Airport Fencing Contract Extension (Public Works Director Larry Reiter)

LC Wimpy Airport Fencing Contract Extension. (Contract: 2021-021-N-P Airport Fencing Project - TriScapes, Inc.) Extend contract Airport fence and parking lot as per airport CIP.

Motion: A motion was made by District 3 Commissioner Stringer to approve LC Wimpy Airport Fencing Contract Extension. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

21. 2021-079 - Legacy Link SFY-2022 Addendum #1 (Senior Center Manager Linda Kirkpatrick)

Legacy Link SFY-2022 Addendum #1. CONTRACT ADDENDUM #1 - SFY2022 This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2021-028-A-S approved on July 20, 2021) 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.

Motion: A motion was made by District 4 Commissioner Moran to approve Legacy Link SFY-2022 Addendum #1. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

22. 2021-080 - CJCC VOCA – Financial Administration – District Attorney (Finance Director Abby Branan)

CJCC VOCA – Financial Administration – District Attorney. District Attorney Langley is requesting Lumpkin County maintain its existing roll as the financial administrator for its VOCA grant awards for the upcoming grant cycle.

Motion: A motion was made by District 4 Commissioner Moran to approve CJCC VOCA – Financial Administration – District Attorney. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

23. 2021-081 - CJCC VOCA (Victims of Crime Act) - MOA (Finance Director Abby Branan)

CJCC VOCA (Victims of Crime Act) - MOA The Prosecuting Attorneys' Council of Georgia (PAC) has submitted VOCA grant application renewals for base funds for the 2022 Federal Fiscal year. Criminal Justice Coordinating Council (CJCC) has indicated to PAC that this year's allocations will be continued next year at current levels.

Base Federal Funds	\$143,580	Base Match Waiver	\$35,895
Grant Period:	October 1, 2021 – September 30, 2022		

Motion: A motion was made by District 2 Commissioner Mayfield to approve CJCC VOCA (Victims of Crime Act) - MOA. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

24. 2021-082 - Development Authority IGA Payment in Lieu of Taxes (Development Authority Director Rebecca Mincey)

Development Authority IGA Payment in Lieu of Taxes. IGA between County, Development Authority, Tax Commissioner and Tax Assessor

Motion: A motion was made by District 4 Commissioner Moran to approve Development Authority IGA Payment in Lieu of Taxes. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

25. 2021-083 - District Attorney's MOA for Coronavirus Emergency Supplemental Funding Program (Finance Director Abby Branan)

District Attorney's MOA for Coronavirus Emergency Supplemental Funding Program This MOA is for the Coronavirus Emergency Supplemental Funding (CESF) Program. The Prosecuting Attorneys' Council of Georgia (PAC) has submitted CESF grant application renewals for comp advocate funds for the 2022 Federal Fiscal year. The purpose of the funds is to prevent, prepare, and respond to the Coronavirus. Funding supports essential personnel who can respond to the backlog of victim cases or increased services needs due to the pandemic. CESF Funding Comp Advocate \$43,500 Grant Period: October 1, 2021 – September 30, 2022 The Coronavirus Emergency Supplemental Funding (CESF) Program is funding the DA's portion that was formerly funded by the VOCA Comp Advocate program.

Motion: A motion was made by District 1 Commissioner Greene to approve District Attorney's MOA for Coronavirus Emergency Supplemental Funding Program. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

OTHER ITEMS

26. Alcoholic Beverage License – Real Hospitality Ventures Inc. d/b/a Mountain Laurel Creek Inn & Spa (County Clerk Melissa Witcher)

Alcoholic Beverage License – Real Hospitality Ventures Inc. d/b/a Mountain Laurel Creek Inn & Spa. This is for the issuance of an alcoholic beverage license for beer or wine consumption on premises located at 202 Talmer Grizzle Road, Dahlonega, GA 30533.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Alcoholic Beverage License – Real Hospitality Ventures Inc. d/b/a Mountain Laurel Creek Inn & Spa. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

ALCOHOLIC BEVERAGE LICENSE RENEWALS

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

- 27. 2022-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures
- 28. 2022-02 Craig H. Kritzer/Frogtown Cellars LLLP
- 29. 2022-03 Jeffrey Grindle/Tomato House Farm LLC
- 30. 2022-04 Michele Kraft Deblois/Hideaway Restaurant
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32. 2022-06 Charles Clinton Crane/C.L. Crane Grocery
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59. 2022-35 Craig Stansberry/Iron Mountain Park, LLC d/b/a The Grille at Iron Mountain

COUNTY MANAGER

The County Manager reminded everyone about next week's Board of Commissioners meeting to discuss the Land Use Code. It will occur December 30 at 1:00 pm.

COUNTY ATTORNEY

COMMISSIONERS

The Commissioners wished everyone a Merry Christmas and thanked staff for their hard work. Chairman Dockery also thanked Sam McDuffie for his excellent work as the Tourism Director.

PUBLIC COMMENTS

ADJOURNMENT

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

The meeting ended at 6:44 pm.

January 18, 2022

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Dec 21, 2021 6:00 PM (CONSIDERATION OF MINUTES)

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



December 30, 2021
1:00 P.M.

Call to Order

The meeting was called to order at 1:02 PM by Chairman Chris Dockery

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

Introduction

The purpose of the work session is intended for the Board of Commissioners to give direction to staff in order to revise the current land use regulations with regard to the current 180-day moratorium, not to overhaul it.

Chairman Dockery read from a prepared statement. I feel that it is very important before we get started on this discussion, to talk a little bit about the history of Lumpkin County's Land Use Regulations. But first, to make clear the intent of this meeting: The intent of this meeting is not to do a complete overhaul of the land use regulations, but to revise. If you recall, on September 21st of this year, the Board enacted a 180-day moratorium on all commercial permitting in three-character areas - Agricultural Preservation, Rural Places and Residential Growth. The purpose stated that the current land use code has conflicts and ambiguities which result in the code not providing protections to the public that were intended in certain land use character areas, and to review the land use code and make revisions as appropriate.

- In 1995, Lumpkin County placed a referendum on the ballot to impose zoning on the unincorporated areas of the county. This referendum failed.
- In 2002, the citizens of Lumpkin County, by referendum, did elect that Lumpkin County should have Land Use Planning.
- In 2003, land use was adopted by the County in a form that was not classified as a Zoning Ordinance.
- In 2007, a court ruling reclassified the Land Use Code as a form of zoning.
- In 2008, Lumpkin County readopted the Land Use Code under the requirements of the Zoning Procedures Law. The ordinance that was adopted was performance-based zoning, not Euclidean zoning.
- In 2019, the BOC approved a major revision to the land use regulations to help the County face current land use challenges and impacts of growth while maintaining our character and sense of place. These revisions included:
 - a. Incorporated new Future Land Use Map reflecting the changes approved in the 2017 Comprehensive Plan Character Area Map.
 - b. Reorganized and better defined:
 - Character Areas

- Land Use Categories
- Development Standards by Character Area
- c. Eliminated “Encouraged” and “Discouraged” tables - it is reflected in language regarding setbacks and other requirements.
- d. Defined Short Term Vacation Rentals as its own residential land use category.
- e. Moved Short-Term Rentals requirements to Lumpkin County Code of Ordinances, Chapter 12, Business and Business Regulations. (Short-Term Rental Host Licensing)
- f. Defined Industrial Land Use Category - e.g., Light Industrial and Heavy Industrial

Now, Lumpkin County is in the process of revising the existing Land Use Code to improve protections to the public in the Agricultural Growth, Rural Places and Residential Growth Character Areas. Chairman Dockery reiterated that there is not going to be decision made today; it is just to give staff direction.

Land Use Code Discussion

Commissioner Moran said he worked on the spreadsheet and got frustrated in doing it. He has red lined Chapter 27, but the first thing he thinks they need to do is to go over the purpose of the chapter. He read aloud the definition and purpose of chapter 27. Commissioner Moran feels the setbacks and buffers are the issues. The biggest setback and buffer he could find was 500 ft., so just changing them will not solve the issues. Nor does he think that even doubling it would solve the problem. Commissioner Moran wants to start with removing the concept that anything could be allowed anywhere. They need to clarify when a SLUA is going to be used, residents and developers need an appeal process, and they need to scrutinize the approval of variances. The buffers need to be more specific and what would be expected as a buffer. A lot of time and thought was already put into where it is at; he thinks the character areas are fine where they are, just the lawful uses need to be changed.

Commissioner Mayfield commented that the concept of “every lawful land use can be done in any character area” was first on his list as well. Chairman Dockery said one thing that is not on the agenda that needs to be is when does the development process begin. It needs to be clearly defined as to when it starts. He said when he thinks of rural and agriculture preservation that means chicken houses and barns. What if someone wants to put a sow barn or 10 hen houses next to a house and it is in agricultural preservation? Would you want that next to you? What are vegetative buffers? Is that tall grass?

Chairman Dockery said the setbacks and roads are different throughout the county and should be taken under consideration. You would not build something on Roy Grindle Road that you would on Cavender Creek Road. Roy Grindle is a very narrow road that doesn’t have a center line because it isn’t wide enough. Commissioner Mayfield gave an example of an area that started as a winery, then changed to a wedding venue, and then changed to something else. He asked if there anything that serves as checks and balances on what they are changing to. What they initially started as and were approved for is not what they have ended up with. Chairman Dockery noted there may be a way to do that with business licenses. He reminded the Commissioners they need to be very careful they are not moving into more of a Euclidean zoning. If that is the way they are going, then that will need to go to the ballot box and not be decided by the five people up here, he observed.

Larry Reiter asked the Commissioners to write a policy the way they want it to be implemented. His mission is to revise things to clarify what is doable. Two commissioners mentioned the concept of any lawful use can be used anywhere; he explained it was in there to keep it from being a zoning ordinance. However, a judge later decided it was a zoning ordinance because it does prevent you from doing anything if you can’t meet the setbacks. It’s not their mission to change the land use, it is to clarify the definitions so that the Planning Department can put the use in the correct character areas and minimize the gray areas. Chairman Dockery commented if someone was putting a hog farm next to them then would they be up here wanting them to stop it. Just by limiting non-agriculture growth, will that be enough? Is it a use or excepted use? Are we trying to keep out or trying to preserve the current land owners? Look at items of concern and how to mitigate those. Maybe those areas of concern are better to be controlled or limited.

Commissioner Moran said he has been told not to use the word zoning and when he mentioned a noise ordinance, he was also discouraged from using that term. Something has to give because if they want to enforce the top complaints, those are addressed by ordinances. Commissioner Greene said he has struggled with processing why they have an agriculture area if they are not going to implement it and stick to the verbiage

that's in it. Commissioner Stringer read the definition of agricultural preservation. He said if you go by the way it is written, then there should be no homes built in that use. Chairman Dockery stated it comes down to property rights. How do you balance it? Because they were there first? The challenge is how do we control and direct that change that is fair to current residents and everyone that wants to move here. We have to balance and direct how we want it to be.

The discussion moved to the development process and when it begins. They questioned if it could be addressed through policy and procedure. Commissioner Moran asked if there is a statute of limitations and Mr. Reiter responded nothing formal. Chairman Dockery suggested allowing someone to inquire about a property, but they cannot have a vested interest in the property without them actually owning it. He said this would need to go to legal, but he doesn't think they need to be vested in a property without owning it. Is it the Planning Department's responsibility to do their homework for them? Chairman Dockery pointed out another area that need to be clarified in the code was SLUAs. He suggested authorizing the Planning Commission to handle more of these. The SLUAs are driven by how they mitigate the items of concern in item two on the agenda.

Planning Director Bruce Georgia explained in order to meet planning and zoning timing laws, publicize the meetings, and gather public comments, staff has created this timeline. The final draft will be provided to the BOC at the Work Session in March and be adopted at the March 21st meeting. There will be other ways the staff will be asking for public comment, like at rabies clinics and different events that will be held in the county. The Chairman pointed out the Commissioners had to get their changes they want made to staff from January 3-9. Mr. Reiter asked the BOC to be very precise in what they want and what they are meaning. Chairman Dockery said he prefers they stay away from examples and list standards instead.

Public Comments

Steve Sylvester, 215 Stancil Dyer Road, read aloud a prepared statement which criticized the fact that in the current Land Use Code, any use is allowed within any character area. He urged the BOC to do away with that wording, and to cease granting variances to uses that differ from the character area. Developments that do not conform to the intended Character Area's use should not be allowed. Mr. Sylvester said that his answer to the hog farm question the Chairman asked earlier is the SLUA process would be used for that area. Something like that would trigger having a SLUA. He continued reading aloud the statement expressing his thoughts. Chairman Dockery asked if you have agricultural preservation and you have zoning, do you let the houses come in or do you prohibit it? What takes precedence? If you continue to allow growth in the agricultural area then you are decreasing the agricultural preservation intent. There is a lot to think about.

Clinton Crane, 6737 Dawsonville Highway, has lived here as long as he can remember. Mr. Crane said he asked for the last couple of years for the lot size to be larger than one acre per house, not including the greenspace. He would like for trees to be left for a buffer zone for the health of the people of Lumpkin County. The growth in Dawson County has taken so many trees down and now they are part of the dirty air from Atlanta. We cannot stop the growth, but we can curb it. If we can make the lots bigger then that helps curb the growth. The creeks are more polluted because of the land being cleared. He said the agricultural property owner has just as much right as the residential owner.

William Burgess, 435 Trails End, stated many have moved to Dahlonega to escape the traffic from Forsyth. The way of controlling the traffic into the county is by the minimum acreage for lots. The people that want to move here can, but you have to meet the lot size. You can't quantify smell enough to make sure the rules are going to cover it, he claimed. If you change your buffer to 2000 feet in all directions then it would make it virtually impossible for a Dollar General or firing range from coming in. You could make it really livable and not let the things that you don't want in by enforcing the minimum lot size.

Judy Wheeler, 561 Ranch Mountain Drive, said the purchaser was given a lot of thought, and it should have been buyer beware. Why is a non-property owner allowed to get a land use change? They could come in and change the use and move on. Perhaps it should be zoning, she stated.

Cindy McGrew, a resident of White County, attended because they are being told that the Planning Department allegedly told the owner of the proposed RV park that they must access their property from hers. She does not want to grant them access through her property and she feels that the surrounding property owners should have been notified so they have a say about what is going in around them. Mr. Georgia said he has never told anyone that they have to access from her property.

Chester Doles of Winters Mountain Road has been a resident for 23 years. He is concerned with the short-term vacation rentals in the county. He said they became a big thing a few years ago and he has one in his front yard.

There was a moratorium that had been placed on them and an ordinance was written. He feels the ordinance was written more for the business owners and not for the land owners. Mr. Doles said traffic input and dust should have been taken under consideration. He has dog fights and residents in the middle of pit bull fights now around him because this is a commercial business in a residential area. He doesn't know what the answer is but this has changed the quality of life. Chairman Dockery told him to get with the Planning Director for the phone number that he can call when this happens. There are enforcement measures that can happen because of their business license.

Tina Marra, 175 Cardinal Hill Way, said they moved her entire family here a year ago. They picked Lumpkin County because of the quality of life, the people, and because places like this don't exist anymore. She asked them for a shift in their thinking and to focus on what can be done here. She said for them to march head on into the process, don't do a watered-down version of this, and hire a consultant. Ms. Marra suggested looking at similar townships and sizes to see how did they arrived at a suitable solution and how they approached it. You can create objective guidelines that are easy to enforce. You will not make everyone happy all of the time, but it can be clear and enforceable. She continued to say if someone wanted to buy land then they need to do the research. It is not their job to make it easy or nice. Change can make the county better but it doesn't need to be looked at like a monster. You can tell people "no" with clear guidelines. You can realize that large buffers will not solve problems. You can allow the comments and input to guide and be part of your decision process. You can embrace and protect it for the generations that follow. Chairman Dockery responded a consultant had been hired and addressed some of her other concerns.

Tom Vincent, resident of 95 Porter Springs Road, came up to speak. Mr. Vincent moved here in 1993 and his wife was a Nugget. When his kids were small, they wanted a better life for them, so they moved here. He was given property by his father-in-law and they built a house. Someone bought the adjacent property and the property went through the Planning Commission for a variance. He doesn't think the Commission understood the process because it was approved and it was strictly against the land use code. He has been to more meetings now and thinks there are more feelings or involvement in their decisions. Mr. Vincent stated the Planning Commission members should not have any personal involvement in anything coming up for a SLUA or a Planning Commission vote. If the process is not done right and with the right people, it will not turn out right. Chairman Dockery said the issue with conflicts was a concern of the BOC. Now, they require the Planning Commission to attend training and some of those things have been corrected. The Chairman thanked him for bringing those things up because there should not be a vested interest in making those decisions. He encouraged him to bring his concerns because that type of feedback helps them to improve.

Ray Sparks of 908 Little Mountain Road stated his neighbor bought ~4000 acres. He applied for a SLUA and it was granted. He encouraged more consideration of the surrounding property owners be taken when deciding SLUAs.

Katherine James, 37 Blueberry Hill, thanked the community for coming out. She read aloud a prepared statement which criticized the concept of allowing any business in any character area, and said that the problem cannot be fixed by using setbacks and buffers alone. Ms. James asked the Chairman what the priorities were for managing development in Lumpkin County. Chairman Dockery stated the goal is to protect property rights. The question is, do they prioritize current owners or the ones that want to move here? He thinks we are channeling the growth in areas that we want growth in. It is a delicate balance and it is not to grow the digest. How we manage that growth is why we are here. She continued reading the statement. Chairman Dockery said they need to look collectively how to move forward long term strategically.

Matt Hodge, 31 Ross Lane, said there are people that do not have a lot of money and can't afford to live here. So, when you think about zoning, look for an area where the people can live in that can't afford to live in large homes. Chairman Dockery thanked him for discussing this because they need to consider the people that can't afford large houses and large amounts of acres. He said they have to think about all of the demographics in the county.

Adjournment

The meeting was adjourned at 4:05 PM.

January 18, 2022

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Dec 30, 2021 1:00 PM (CONSIDERATION OF MINUTES)



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 18, 2022

Agenda Item: Resolution to Amend the Character Area Map

Item Description: Amicalola Propane, Inc. has submitted a Character Area Map Amendment (CAMA) for approval for 283 Red Oak Flats Loop, Dahlonega, GA 30533, parcel 098-015 Resolution to Amend the Character Area Map.

Facts & Historical Information:

1. On 10 October 2021, the Planning Department received the CAMA application from Amicalola Propane, Inc.
2. On 13 December 2021, the Planning Commission unanimously recommended approval of the CAMA from Residential Growth to Industrial to the BOC with the conditions that only Light Industrial and lesser uses be allowed to help mitigate negative impacts of smoke, odor, dust, noise, vibrations, etc.
3. On 21 December 2021, the BOC reviewed the CAMA and discussed it at Work Session II, and then tabled the CAMA until the January regular meeting. The BOC indicated that the definitions in the Land Use Code needed to be supplemented with specific conditions to clarify what uses would be allowed, if approved.

Proposed Conditions:

The proposed conditions listed below clarify the allowable uses on this property, if the amendment to the CAM is approved by the BOC. If approved, these conditions shall be included in a recorded covenants for this property and placed on the deeds and plats of subdivision of this property.

- 1) Only Light Industrial and lesser uses shall be allowed. Light industrial uses are those that practice wholesaling or warehousing, as well as fabrication, manufacturing, assembly, or processing of goods and materials already in a refined form. Uses which produce smoke, odor, dust, noise, vibrations, or any other nuisances shall be completely confined within an enclosed building as to not have significant impacts on neighboring properties.
- 2) No use shall not produce noise that is audible at the boundary of the industrial park during the hours of 6:00 pm to 7:00 am.
- 3) No use shall produce dust that leaves the property.
- 4) No use shall produce any odor or smell that leaves the property.
- 5) All uses must operate in an enclosed structure, except outdoor storage [unless such use inherently requires to be done outdoors due to safety]

- 6) Outdoor storage must be screened by an 8ft high opaque fence or a vegetative visual screen at least 8ft high and having a minimum of 70% opacity at planting, along the boundary of the Industrial Character Area and any right of way.
- 7) Processing and manufacturing, or compounding of materials or products from raw materials is prohibited.
- 8) No use shall have hazardous chemicals or materials in excess of those listed in 49 CFR 172.101 Appendix A (List of Hazardous Substances and Reportable Quantities)
- 9) Heavy Industrial uses as defined in Lumpkin County Code of Ordinances Sec 27-40. 4. B. are not allowed.
- 10) Additional prohibited uses:
 - a) Wood or coal yards
 - b) Smelting
 - c) Animal stockyard or poultry houses
 - d) Mineral excavation
 - e) Fertilizer manufacturing
 - f) Explosive manufacturing
 - g) Production or refining of proteins
 - h) A note will be placed on the plat and deeds of any portion of this property stating the following “This property is intended for light industrial uses; any residential uses of this property may be subject to potential significant negative impacts associated with this intended use.”

Potential Course of Action:

1. Approve the request with the conditions listed above
2. Approve the request with modifications to the conditions listed above
3. Deny the request

Budgetary Impact:

None

Staff Recommendation:

Staff recommends that the BOC approve COA 1.

LUMPKIN COUNTY RESOLUTION NO. 2021-01

A Resolution to Amend the Character Area Map of Lumpkin County, Georgia

Whereas, Section 27-72 of the Lumpkin County Land Use Code provides that the Lumpkin County Board of Commissioners may amend the Character Area Map (CAM) developed as part of the Lumpkin County 2017 Comprehensive Plan, either on its own initiative or upon the request of a property owner desiring to change the character area designation of their property; and

Whereas, the owner of Parcel 098 015 has requested to change the character area designation of said parcel from Residential Growth to Industrial; and

Whereas, the application of the owner was considered by the Lumpkin County Planning Commission at its regular meeting on December 13, 2021, and the Planning Commission voted unanimously to recommend to the Board of Commissioners to approve the Character Area Map amendment with the condition that the use of the property be limited to light industrial or lesser uses to help mitigate negative impacts to the adjoining residential uses; and

Whereas, following public notice published in The Dahlonega Nugget, the newspaper of general circulation within Lumpkin County, on December 1, 2021, and December 15, 2021, and after a public hearing as provided by said notice, the Lumpkin County Board of Commissioners now desires to approve the Character Area Map Amendment as recommended by the Lumpkin County Planning Commission with conditions; and

Whereas, Section 27-54 of the Lumpkin County Land Use Code requires that all development of all land use designations shall comply with the development standards of the industrial development park in which they are located as well as additional development requirements set forth in the Land Use Code;

Now therefore, it is hereby resolved that the Character Area Map of Lumpkin County, Georgia, is hereby amended to change the character area designation of Parcel 098 015 from Residential Growth to Industrial with the following conditions:

1) Only Light Industrial and lesser uses shall be allowed. Light industrial uses are those that practice wholesaling or warehousing, as well as fabrication, manufacturing, assembly, or processing of goods and materials already in a refined form. Uses which produce smoke, odor, dust, noise, vibrations, or any other nuisances shall be completely confined within an enclosed building as to not have significant impacts on neighboring properties.

2) No use shall not produce noise that is audible at the boundary of the industrial park during the hours of 6:00 pm to 7:00 am.

3) No use shall produce dust that leaves the property.

4) No use shall produce any odor or smell that leaves the property.

5) All uses must operate in an enclosed structure, except outdoor storage or unless such use is inherently required to be done outdoors due to safety.

6) Outdoor storage must be screened by an 8 ft high opaque fence or a vegetative visual screen at least 8 ft high and having a minimum of 70% opacity at planting, along the boundary of the Industrial Character Area and any right of way.

7) Processing and manufacturing, or compounding of materials or products from raw materials is prohibited.

8) No use shall have hazardous chemicals or materials in excess of those listed in 49 CFR 172.101 Appendix A (List of Hazardous Substances and Reportable Quantities).

9) Heavy Industrial uses as defined in Lumpkin County Code of Ordinances Sec 27-40 4. B. are not allowed.

- 10) The following uses are prohibited:
- a) Wood or coal yards
 - b) Smelting
 - c) Animal stockyard or poultry houses
 - d) Mineral excavation
 - e) Fertilizer manufacturing
 - f) Explosive manufacturing
 - g) Production or refining of proteins

11) A note must be placed on the plat and deeds of any portion of this property stating the following “This property is intended for light industrial uses; any residential use of this property may be subject to potential significant negative impacts associated with the intended light industrial uses.”

It is further resolved that the list of conditions shall be included on the plat of the property and all deeds for any portion of the property shall include the list of conditions or shall be made subject to the conditions by a separate document recorded in the deed records.

Resolved, adopted and effective this 18th day of January, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
CAM Final Packet



Lumpkin County, Georgia

Planning Department

25 SHORT STREET, SUITE 10, DAHLONEGA, GEORGIA 30533 (706) 864-6894 FAX: (706) 867-7272

REQUIRED INFORMATION FOR ALL APPLICATIONS

Property Owners Name: Amicalola Propane, Inc.

If applicant is "not" property owner, then Property Owner Authorization Form is required

Applicant's Name: Matt Richardson

Address: 383 Hwy 53

City: Dawsonville State: GA Zip Code: 30534

Phone: 706-344-1427

Description of Request:

Characer Area Map Amendment

Property is currently classified as Residential Growth and we would like to have this changed to Industrial

for the development of and industrial park consisting of lots ranging from 5-10 acres in size.

Existing Land Use: Former Poultry Land/Undeveloped

Proposed Land Use: Industrial Park

Character Area: Residential Growth

Parcel No.: 098-015

Property Size: 64.17 ac (s)

FOR MAP AMENDMENTS ONLY:

Requested amendment to Character Area Map

Designation of property:

Industrial

Is the property currently in a Conservation Use Land Assessment (CUVA): No

REQUIRED ATTACHMENTS

- ____ Proof of Ownership (Deed)
- ____ Notarized authorization of owner, if not the applicant
- ____ Survey or Map of the property (11" x 17" maximum size)
- ____ Legal Description of the Property
- ____ *Processing and review fee (receipt)*

CASE NO **10.a**

CAM 2021 -2

☐ -APPROVED ☐ -DENIED

☒ -MAP AMENDMENT

DATE: _____

Attachment: CAM Final Packet (2022 - 01 : Resolution to Amend the Character Area Map)



Lumpkin County, Georgia

CASE NO.

Planning Department

25 SHORT STREET, SUITE 10, DAHLONEGA, GEORGIA 30533 (706) 864-6894 FAX: (706) 867-7272

VARIANCE REQUEST FORM

Requested Action

- ☐ Front Setback Variance of _____ feet.
 ☐ Rear Setback Variance of _____ feet.
- ☐ Side Setback Variance of _____ feet.
 ☐ Lot Size Variance of _____ acres.
- ☐ Mobile Home Variance
 ☐ Appeal of a Administrative Decision
- ☐ Other

description: Character Area Map Amendment from residential Growth to Industrial

Land Use/Development Regulation: Ch. 27-72

Please attach any maps, drawings, letters or any other information concerning this matter.
The Planning Board will make their decision based on the information you provide.

Failure to provide adequate information will result in the application being rejected.

1) What exceptional conditions apply to this particular piece of property requiring the need for a variance from the established standards?

- ☐ Size: _____
- ☐ Shape: _____
- ☐ Topography (if slope a factor, a topographic map must be included) _____
- ☐ Other: Matches character areas of nearby properties to the west

2) Describe why granting this request would not be a detriment to the public good: _____

This industrial park could bring industry, tax dollars and jobs by providing a place for businesses

3) Describe why the variance would not oppose the intent of the Ordinance: _____

The property is in an already industrial area and would add to the already developed area with

additional commercial/industrial businesses.

Please submit any other information you believe should be considered with this application and attach as many sheets as necessary

Attachment: CAM Final Packet (2022 - 01 : Resolution to Amend the Character Area Map)

CASE NO.

I, Matt Richardson, BY SUBMITTAL OF THIS APPLICATION
(print name)

hereby request an amendment to the land use plan and / or the future land use map or a variance to specific provisions of the land use code and / or a variance from certain requirements of the subdivision regulations or from specific provisions of other Lumpkin County regulations as described within this application. By signature below I attest that all information provided within and submitted with this application is true and correct to the best of my knowledge.

Signature: _____

Date: 10-28-21

STATE OF GEORGIA
COUNTY OF LUMPKIN

The foregoing instrument was acknowledged before me this 10/28/21 by
(date)

Matt Richardson, who is personally known to me or who has produced
(Name of Person Acknowledging)

Know personally as identification and did (did not) take an oath.
(Type of Identification)

[Signature]
(Signature)

Notary Public, Commission No. _____

Payton Anderson
(Name of Notary typed, printed or stamped)

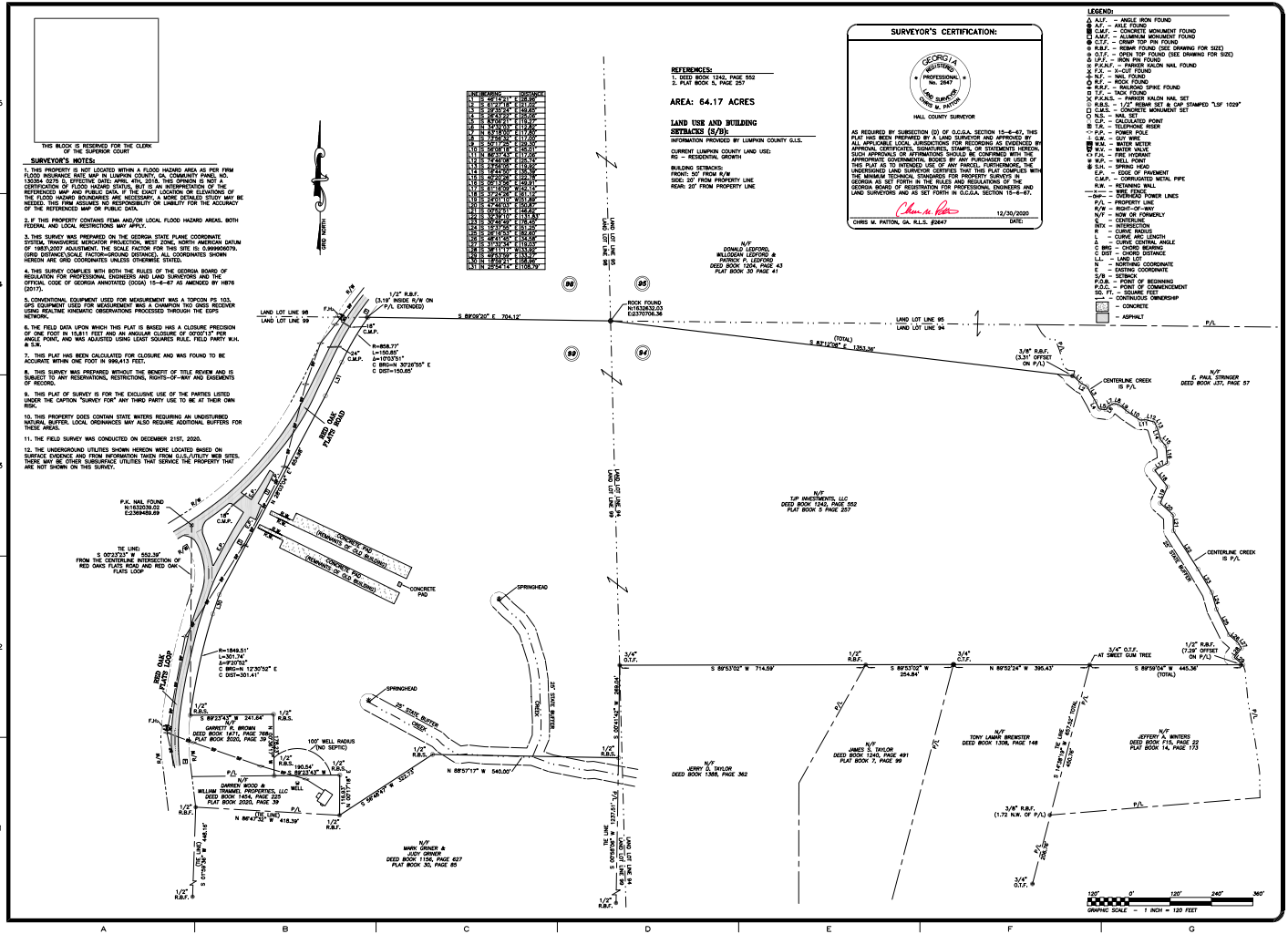
PAYTON ANDERSON
NOTARY PUBLIC
Lumpkin County
State of Georgia
My Comm. Expires 7/16, 2023

NOTE:

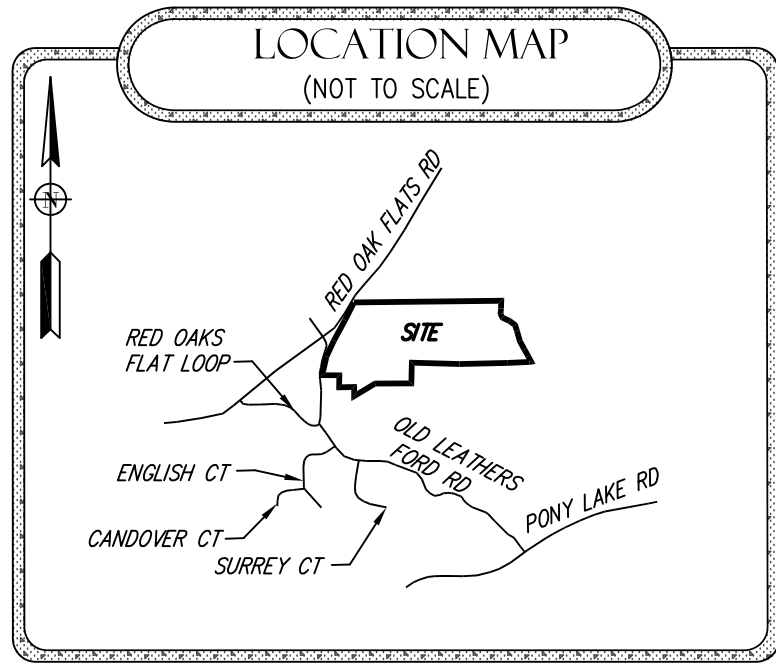
The Planning Commission and/or Board of Commissioners, as appropriate, shall consider the following standards in considering any proposal that would result in a special land use approval, variance to character area standards or changes to the Future Land Use Map, giving due weight or priority to those factors that are appropriate to the circumstances of each proposal. Additional and specific standards are also listed under each individual procedure.

- ☐ Is the proposed request consistent with the purpose and intent of the character area, village or corridor in which it is located or proposed to be located?
- ☐ Is the proposed request consistent with the purpose and intent of this Land Use Code?
- ☐ Will the proposed request cause a burden on County infrastructure?
- ☐ Is the proposed request compatible with surrounding land uses within the Character Area and adjacent properties?
- ☐ Is the proposed request consistent with goals, strategies and policies of the Comprehensive Plan?
- ☐ Is the proposed request required to adequately address new or changing conditions or to properly implement the Comprehensive Plan?
- ☐ Does the proposed request reasonably promote the public health, safety, morality or general welfare?

Exhibit B



Attachment: CAM Final Packet (2022 - 01 : Resolution to Amend the Character Area Map)



~LEGEND~			
○	CALCULATED POSITION	○	OUTLET CONTROL STRUCTURE
●	IRON PIN FOUND/SET (PP/IPS)	○	CORROGATED PLASTIC PIPE
⊗	MONUMENT	○	GRATE INLET
⊕	TELEPHONE PED. (T.P.)	○	DROP INLET
⊙	FIRE HYDRANT (FH)	○	SANITARY SEWER MANHOLE (SSMH)
○	WATER METER (WM)	○	ADJOINER
○	WATER VALVE (WV)	---	LAND LOT LINE (L.L.L.)
□	POWER BOX (PBX)	---	RIGHT OF WAY (R/W)
○	POWER POLE (PP)	---	FENCE
⊗	LIGHTPOLE	---	OHP
⊗	CLEANOUT	---	OVERHEAD POWER

OWNER/DEVELOPER
MATT RICHARDSON
706-867-5919
matthew771075@gmail.com

SITE ADDRESS: 283 RED OAKS LOOP, GA 30533
PARCEL ID: 098 015

PROJECT DESCRIPTION: PROPOSED PROJECT IS AN INDUSTRIAL PARK WITH 5 ACRE MINIMUM LOTS. ALL LOTS TO BE ACCESSED BY A NEWLY CONSTRUCTED INTERNAL ROADWAY.

REFERENCES:
PROPERTY BOUNDARY INFORMATION FROM A SURVEY FOR TJP INVESTMENTS, LLC COMPLETED ON 12/30/2020 BY PATTON LAND SURVEYING, LLC.

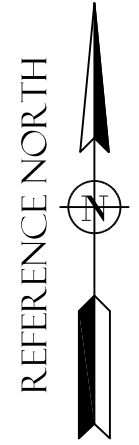
TOPOGRAPHY INFORMATION FROM LUMPKIN COUNTY GIS DEPARTMENT.
-CONTOUR INTERVAL=2'

FLOOD NOTE:
NO PORTION OF THIS SITE IS LOCATED WITHIN THE 100-YEAR FLOOD PRONE AREA AS PER FLOOD INSURANCE RATE MAP NO. 13187C0275D, DATED 4/4/2018.

TOTAL AREA= 64.17 ACRES

CURRENT LAND USE: RESIDENTIAL GROWTH

PROPOSED LAND USE: INDUSTRIAL
SETBACKS: FRONT: 50'
SIDE: 20'
REAR: 20'



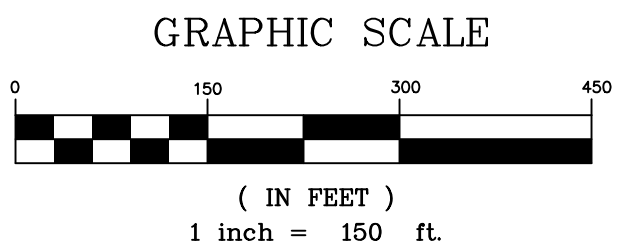
PREPARED BY
DES DAVIS
ENGINEERING & SURVEYING
133 PROMINENCE COURT
SUITE 210
DAWSONVILLE, GA 30534
PHONE: (706) 265-1234
DAVISENGINEERS.COM

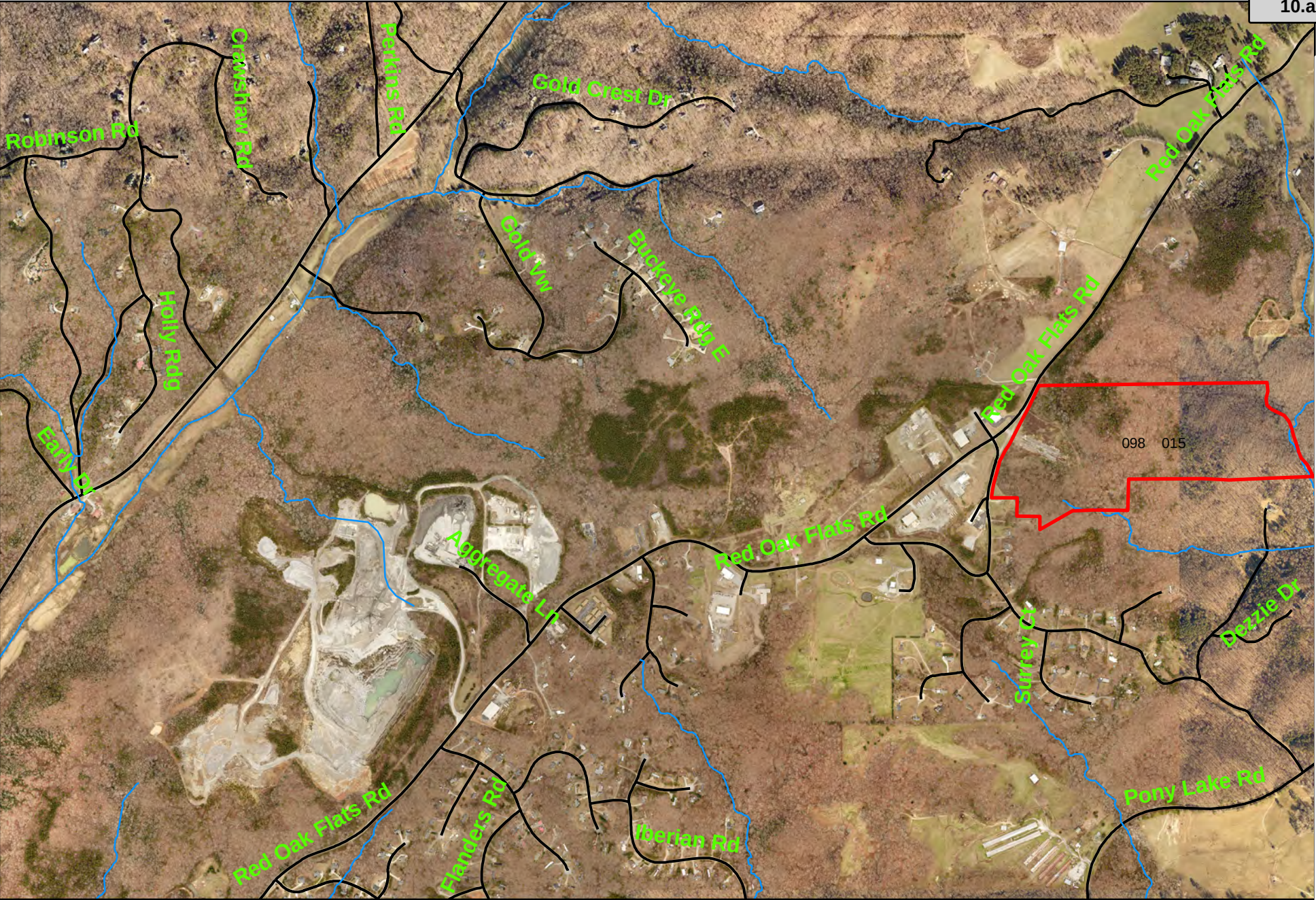
REVISION	DATE	DESCRIPTION

CONCEPT PLAN FOR:
RICHARDSON INDUSTRIAL PARK
LAND LOTS 94 & 99
11th DISTRICT
LUMPKIN COUNTY, GEORGIA

DRAWING BY:	NAP
CHECKED BY:	JKD
LAND LOT:	94/99
DISTRICT:	12th
SECTION:	-
CITY:	-
COUNTY:	LUMPKIN
DATE:	10/20/2021

SHEET NO.
1 of 1
PROJECT NO.
21-264



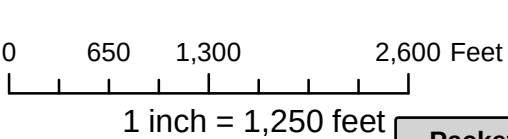


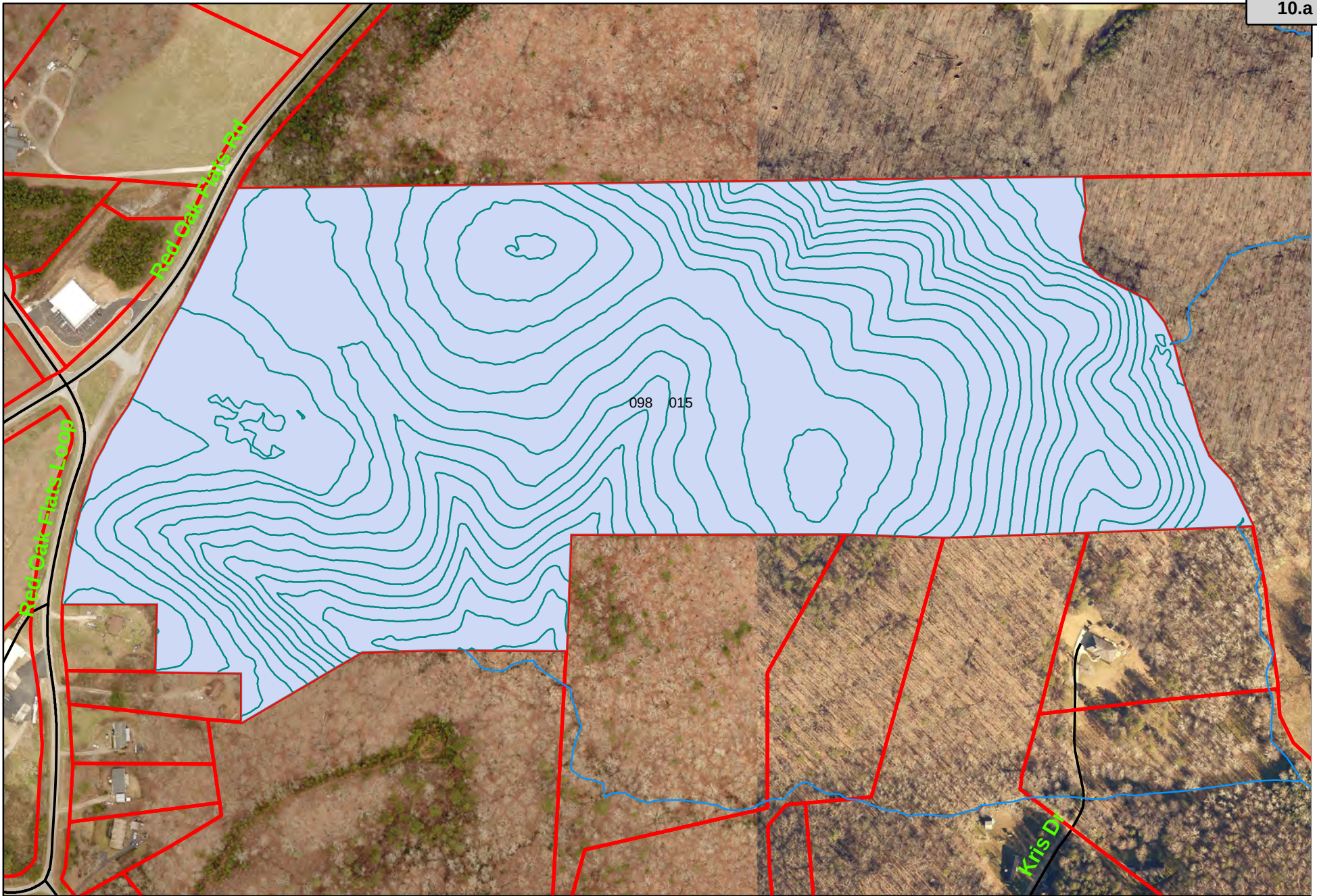
Attachment: CAM Final Packet (2022 - 01 : Resolution to Amend the Character Area Map)



Legend
098015
RdCenterline

Amicalola Propane
parcel #098-015
Location Map





Attachment: CAM Final Packet (2022 - 01 : Resolution to Amend the Character Area Map)



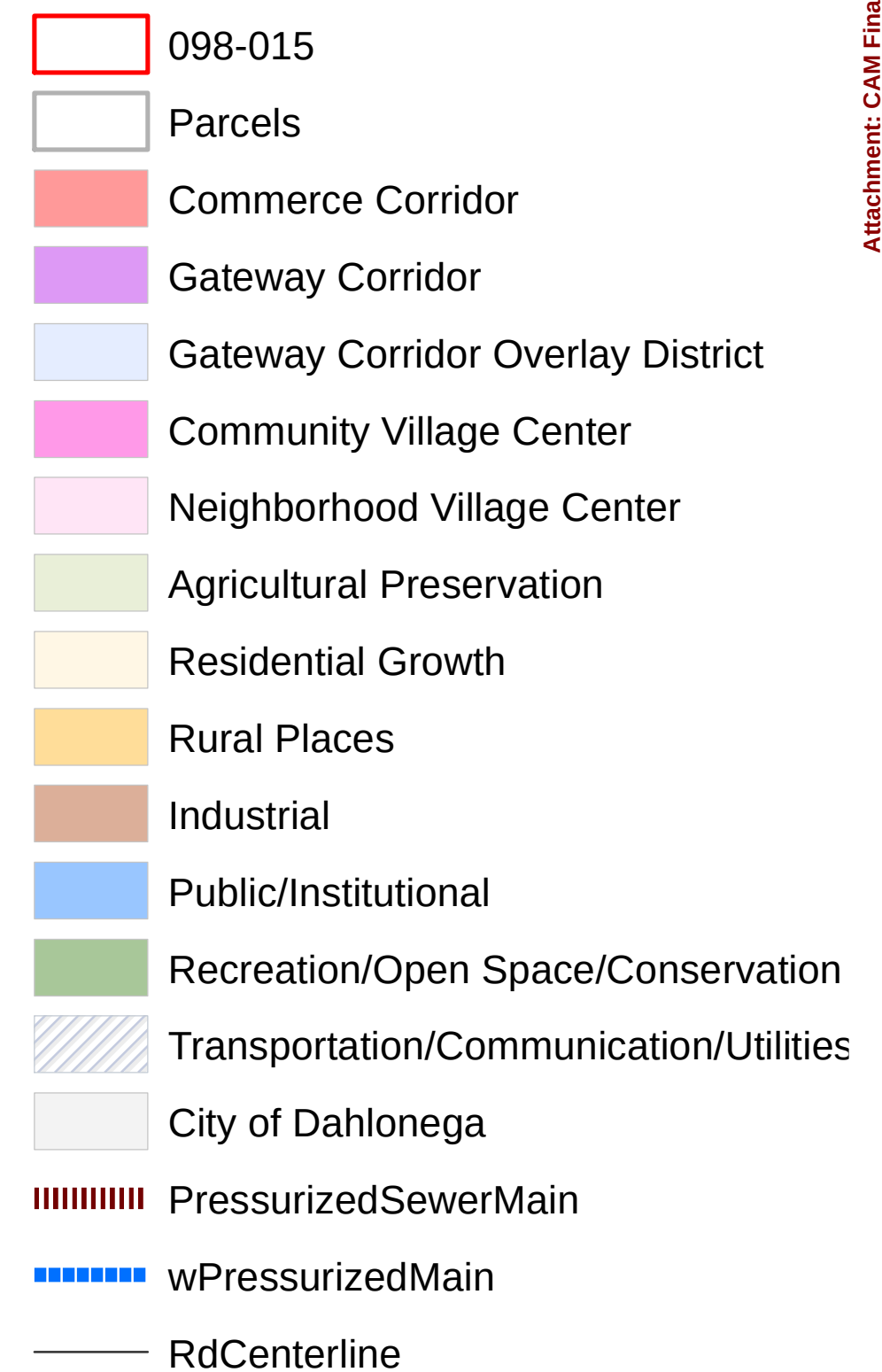
- Legend
- 09801510ft
 - 098015
 - Parcel2021
 - RdCenterline

Amicalola Propane parcel #098-015 Site Map

0 185 370 740 Feet

1 inch = 336 feet





D2021004163

BK:1516 PG:510-517

FILED IN OFFICE
CLERK OF COURT
07/01/2021 05:43 PM
RITA HARKINS, CLERK
SUPERIOR COURT
LUMPKIN COUNTY, GA



REAL ESTATE
TRANSFER TAX
PAID: \$0.00

After recording return to:
Horne & Edelberg, PC
PO Box 37
Dahlonega, GA 30533

3433540228
PARTICIPANT ID

DEED TO SECURE DEBT

STATE OF GEORGIA,
COUNTY OF LUMPKIN.

THIS INDENTURE, Made the 24th day of June, 2021, between **RMAK Properties, LLC**, as party of the first part, hereinafter called Grantor, whose address is 383 Hwy 53 West, Dawsonville, GA 30534, and **Amicalola Propane, Inc.**, whose address is 383 Hwy 53 West, Dawsonville, GA 30534, hereinafter called Grantee.

WITNESSETH, That Grantor, for the consideration hereinafter set forth, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lots 94 & 99 of the 11th District of Lumpkin County, Georgia, consisting of 64.17 acres, more or less, and being more particularly described and delineated according to that plat of survey dated December 30, 2020, prepared for TJP Investments, LLC by Chris M. Patton, Georgia Registered Land Surveyor. This plat is recorded in Plat Book 2021, Page 139, Lumpkin County Records, and is incorporated herein by reference for a more detailed description.

This property is conveyed subject to all easements for roads and utilities in use or of record.

This deed to secure debt is given to secure a purchase money debt.

TO HAVE AND TO HOLD the said bargained property with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, in fee simple and Grantor hereby warrants and covenants that Grantor is lawfully seized and possessed of said property, and has a good right to convey it; that it is unencumbered except as may be provided herein; and Grantor shall forever warrant and defend the title to said property unto Grantee against the claims of all and every other person or persons whomsoever.

THIS CONVEYANCE is made under the provisions of the existing Code of the State of Georgia to secure a debt (and interest thereon and other indebtedness as described herein) evidenced by a Promissory Note of even date made by Grantor to order of Grantee, for the principal sum of \$592,500.00. The final maturity date is June 23, 2024.

The indebtedness hereby secured includes any renewal or extension or modification of any part or all of said indebtedness; and if any portion of said indebtedness or any provision of this instrument shall be held invalid of any reason, it is the intent of the parties that such portion shall be severable, and such invalidity shall not affect the remainder of said debt or instrument. No release of any part of the property herein described or extension of all or any part of the indebtedness hereby secured, shall affect the personal liability of any person upon the indebtedness hereby secured, nor the priority of this instrument.

Should the indebtedness hereby secured be paid according to the tenor and effect thereof when the same shall become due and payable, and should Grantor perform all covenants, herein contained, then this deed shall be cancelled and surrendered, it being intended by the parties hereto that this instrument shall operate as a deed, and not as a mortgage.

TAXES, ASSESSMENTS, PRIOR LIENS AND INSURANCE. The Grantor covenants and agrees to pay all taxes and assessments that may be liens upon said property, as they become due; and

The Grantor covenants and agrees to provide fire and extended coverage insurance written by an insurance company authorized to do business in Georgia insuring the property and improvements on said property against the usual hazards insured by such policy in an amount not less than the cumulative total of all outstanding loans on the property with an endorsement naming the Grantee as FIRST MORTGAGEE; and

The Grantor covenants and agrees that any tax, assessment, prior lien or premium of insurance, not paid when due by the Grantor may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of payment at the Promissory Note rate and shall, with interest, be covered by the security of this deed.

If Grantor fails to maintain any of the coverages described above, Grantee may obtain insurance coverage, at Grantee's option and Grantor's expense. Grantee is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Grantee, but might or might not protect Grantor, Grantor's equity in the property, or the contents of the property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Grantor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantor could have obtained. Any amounts disbursed by Grantee to obtain insurance

coverage shall become additional debt of Grantor secured by this Deed to Secure Debt. These amounts shall bear interest at the Promissory Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Grantee to Grantor requesting payment.

PAYMENT OF PRINCIPAL, INTEREST, AND LATE CHARGES. The Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Promissory Note and any late charges due under the Promissory Note. Payments due under the Promissory Note and this Deed to Secure Debt shall be made in U.S. currency. However, if any check or other instrument received by Grantee as payment under the Promissory Note or this Deed to Secure Debt is returned to Grantee unpaid, Grantee may require that any or all subsequent payments due under the Promissory Note and this Deed to Secure Debt be made in one or more of the following forms, as selected by Grantee: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Grantee when received at the location designated in the Promissory Note or at such other location as may be designated by Grantee in writing. Grantee may return any payment or partial payment if the payment or partial payments are insufficient to bring the indebtedness current. Grantee may accept any payment or partial payment insufficient to bring the indebtedness current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Grantee is not obligated to apply such payments at the time such payments are accepted. If each monthly payment is applied as of its scheduled due date, then Grantee need not pay interest on unapplied funds. Grantee may hold such unapplied funds until Grantor makes payment to bring the indebtedness current. If Grantor does not do so within a reasonable period of time, Grantee shall either apply such funds or return them to Grantor. If not applied earlier, such funds will be applied to the outstanding principal balance under the Promissory Note immediately prior to foreclosure. No offset or claim which Grantor might have now or in the future against Grantee shall relieve Grantor from making payments due under the Promissory Note and this Deed to Secure Debt or performing the covenants and agreements secured hereby.

APPLICATION OF PAYMENTS OR PROCEEDS. Except as otherwise described in this Deed to Secure Debt, all payments accepted and applied by Grantee shall be applied in the following order of priority: (a) interest due under the Promissory Note, (b) principal due under the Promissory Note, (c) late charges, (d) any other amounts due under this Deed to Secure Debt, and (e) to reduce the principal balance of the Note. Such payments shall be applied to each monthly payment in the order in which it became due. If Grantee receives a payment from Grantor for a delinquent monthly payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one monthly payment is outstanding, Grantee may apply any payment received from Grantor to the repayment of the monthly payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more monthly payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any outstanding late charges or other charges due under the Promissory Note or this Deed to Secure Debt.

Any application of payments, insurance proceeds, or other funds to principal due under the Promissory Note shall not extend or postpone the due date, or change the amount, of the monthly payments.

PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; INSPECTIONS. Grantor shall not destroy, damage or impair the property, allow the property to deteriorate or commit waste on the property. Whether or not Grantor is residing in the property, Grantor shall maintain the property in order to prevent the property from deteriorating or decreasing in value due to its condition. Grantor shall promptly repair the property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the property, Grantor shall be responsible for repairing or restoring the property only if Grantee has released proceeds for such purposes. Grantee may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the property, Grantor is not relieved of Grantor's obligation for the completion of such repair or restoration.

Grantee or its agent may make reasonable entries upon and inspections of the property. If Grantee has reasonable cause, Grantee may inspect the interior of the improvements on the property. Grantee shall give Grantor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

HAZARDOUS SUBSTANCES. As used in this section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on the property. Grantor shall not do, nor allow anyone else to do, anything affecting the property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the property. The preceding two sentences shall not apply to the presence, use, or storage on the property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the property (including, but not limited to, hazardous substances in consumer products).

Grantor shall promptly give Grantee written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any Hazardous Substance or Environmental Law of which Grantor has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the property. If Grantor learns, or is notified

by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Grantee for an Environmental Cleanup.

RIGHT TO ACCELERATE: Grantor hereby further covenants and agrees that in case of any default in any partial payment of said indebtedness or in the due performance of any of the covenants herein expressed to be performed by the Grantor, then and in that event, the entire amount of said principal indebtedness, together with any and all sums paid for account of Grantee in accordance with the provisions above set forth, shall, at the option of Grantee, then and thereby become and be due and payable forthwith, with accrued interest, and all expenses and cost of collection, including fifteen centum of the amount due as attorney's fees, and the amount of such costs, expenses and fees shall be added to the amount of the debt hereby secured as part thereof, and as such shall also be covered by the security of this deed; and time is the essence of this contract.

APPOINTMENT OF A RECEIVER: Should default occur in the payment of any portion of the indebtedness secured hereby, or taxes, or insurance premiums herein mentioned, or in the performance of any obligation or condition recited herein, then and in that event Grantee shall be at liberty immediately to apply for and shall be entitled as a matter of right, without regard to the value of the property above described, or to the solvency or insolvency of Grantor, to the appointment of a receiver to collect the rents and profits of said property and with the power to sell said property under order of Court and apply the net proceeds of the sale toward the payment of the debt secured by this deed.

DUE ON SALE CLAUSE: This indebtedness is not assumable. If all or any part of the property or an interest therein is sold or transferred by borrower without Grantee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Grantee may, at Grantee's option, declare all the sums secured by this deed to be immediately due and payable. Grantee shall have waived such option to accelerate if, prior to the sale or transfer, Grantee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Grantee and that the interest payable on the sums secured by this deed shall be at such rate as Grantee shall request. Acceptance by Grantee of one or more installment payments on the indebtedness secured hereby subsequent to any sale or change in ownership or possession of said real estate, or any part thereof, as to which the Grantee has not granted its written consent, shall not constitute a waiver of the Grantee's said option, which may be exercised by the Grantee at any time.

ASSIGNMENT OF RENTS: In consideration of the loan made Grantor by Grantee, and to further secure the indebtedness of Grantor to Grantee hereunder, Grantor hereby sells, assigns and transfers to Grantee all of the rent which shall hereafter become due or be paid on the above described property; but Grantee agrees that this rent assignment will not be enforced so long as no default on the part of Grantor exists under the terms and conditions of this deed, and while no such default exists, Grantee waives her rights to and her interest in said rents, but upon the occurrence of a default in the performance of any agreement or covenant to be performed by Grantor under the terms of this deed, Grantor agrees that Grantee may enter upon said property and collect the rents therefrom, and hereby

constitutes Grantee as Grantor's agent to declare the existence of a default hereunder, and Grantor hereby agrees that any tenant in said property or any renting agent in charge thereof shall be, and is hereby, authorized when a default shall be so declared to exist, to pay any such rents to Grantee, to be applied toward the payment of the debt secured hereby or as provided by law.

POWER OF SALE: In case the debt hereby secured shall not be paid when it becomes due, by maturity in due course, or by reason of a default as herein provided, Grantor hereby grants to Grantee, the following irrevocable power of attorney: To sell all or any part of the said property at auction, at the usual place for conducting sales at the Courthouse in the County where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land or any part thereof lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor; and Grantee (or any person on behalf of Grantee) may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so made by Grantee shall be binding and conclusive upon Grantor, and that the conveyance to be made by Grantee shall be effectual to bar equity of redemption of Grantor in and to said property, and Grantee shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with eight per centum per annum thereon from date of payment, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor as provided by law.

AND Grantor further covenants that in case of a sale as hereinbefore provided, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

RIGHT TO CURE: Upon the occurrence of an event of default under the Note secured hereby and this Deed to Secure Debt and prior to placing an advertisement for notice of foreclosure and sale of the Property, the Grantee herein agrees to: (a) notify Grantor in writing of such default; specifying the nature thereof and the actions necessary to cure said default; (b) permit Grantor to cure such default within ten (10) days from the date of such notice by making payment or doing such other act or things which may be considered by the Grantee herein necessary or proper.

WAIVER OF BORROWER'S RIGHTS. GRANTOR HEREBY EXPRESSLY WAIVES ANY RIGHT GRANTOR MAY HAVE UNDER THE CONSTITUTION OF THE STATE OF GEORGIA OR THE CONSTITUTION OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED TO GRANTEE BY THIS SECURITY DEED, AND WAIVES GRANTOR'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE UNDER POWER DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DEED TO SECURE DEBT ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT PRIOR NOTICE OR JUDICIAL HEARING OR BOTH. GRANTOR FURTHER HEREBY EXPRESSLY WAIVES ALL HOMESTEAD EXEMPTION RIGHTS, IF ANY, WHICH GRANTOR OR GRANTOR'S FAMILY MAY HAVE PURSUANT TO THE CONSTITUTION OF THE UNITED STATES, THE STATE OF GEORGIA OR ANY OTHER STATE OF THE UNITED STATES, IN AND TO THE PREMISES AS AGAINST THE COLLECTION OF THE INDEBTEDNESS, OR ANY PART THEREOF. ALL WAIVERS BY GRANTOR IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY BY GRANTOR, AFTER GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO BE INFORMED BY COUNSEL OF GRANTOR'S CHOICE AS TO POSSIBLE ALTERNATIVE RIGHTS. GRANTOR'S EXECUTION OF THIS DEED TO SECURE DEBT SHALL BE CONCLUSIVE EVIDENCE OF THE WAIVER AND THAT SUCH WAIVER HAS BEEN VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY MADE.

NOTICES. All notices given by Grantor or Grantee in connection with this Deed to Secure Debt must be in writing. Any notice to Grantor in connection with this Deed to Secure Debt shall be deemed to have been given to Grantor when mailed by first class mail or when actually delivered to Grantor's notice address if sent by other means. Notice to any one Grantor shall constitute notice to all Grantors unless applicable law expressly requires otherwise. Grantor's notice address shall be 383 Hwy 53 West, Dawsonville, GA 30534, unless Grantor has designated a substitute notice address by notice to Grantee. Grantor shall promptly notify Grantee of Grantor's change of address. There may be only one designated notice address under this Deed to Secure Debt at any one time. Any notice to Grantee shall be given by delivering it or by mailing it by first class mail to Grantee's address stated herein unless Grantee has designated another address by notice to Grantor. Any notice in connection with this Deed to Secure Debt shall not be deemed to have been given to Grantee until actually received by Grantee. If any notice required by this Deed to Secure Debt is also required under applicable law, the applicable law requirement will satisfy the corresponding requirement under this Deed to Secure Debt.

Any notice of default or event of default shall be deemed sufficiently given if sent by United States certified mail, return receipt requested, with proper postage, addressed to Grantor at the notice address set out above. Said notice shall be deemed received three days after the postmark date.

The title, interest, rights and powers granted herein by Grantor to Grantee, particularly the power of sale granted herein, shall inure to the benefit of anyone to whom Grantee shall assign the indebtedness herein secured, and/or convey the property herein described, as well as to the successors and legal representatives of Grantee.

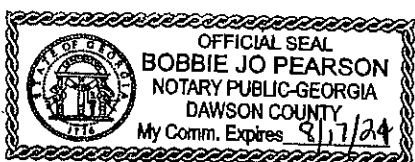
Whenever the terms "Grantor" or "Grantee" are used in this deed such terms shall be deemed to include the heirs, administrators, executors, successors and assigns of said parties. All rights and powers herein granted to the Grantee shall inure to and include, its heirs, administrators, executors, successors and assigns, and all obligations herein imposed on the Grantor shall extend to and include Grantor's heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and sealed the day and year first above written.

Signed, sealed and delivered
in our presence this 24th day
of June, 2021.

Lyndy Smith
Unofficial Witness

Bobbie Jo Pearson
Notary Public
Commission Expires: 8/17/2024



RMAK Properties, LLC

By: *Adam Smith* (SEAL)
Adam Smith, Managing Member

Attachment: CAM Final Packet (2022 - 01 : Resolution to Amend the Character Area Map)

D2021004042

BK:1515 PG:680-681

FILED IN OFFICE
CLERK OF COURT
06/28/2021 08:29 AM
RITA HARKINS, CLERK
SUPERIOR COURT
LUMPKIN COUNTY, GA



REAL ESTATE
TRANSFER TAX
PAID: \$592.50

PT-61 093-2021-001635

After recording return to:
Horne & Edelberg, P.C.
PO Box 37
Dahlonega, GA 30533

3433540228
PARTICIPANT ID

LIMITED WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF LUMPKIN.

THIS INDENTURE, Made this 23rd day of June, 2021 between TJP Investments, LLC, of the first part, and RMAK Properties, LLC, of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN AND 00/100s DOLLARS (\$10.00) and Other Valuable Consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following-described property:

All that tract or parcel of land lying and being in Land Lots 94 & 99 of the 11th District of Lumpkin County, Georgia, consisting of 64.17 acres, more or less, and being more particularly described and delineated according to that plat of survey dated December 30, 2020, prepared for TJP Investments, LLC by Chris M. Patton, Georgia Registered Land Surveyor. This plat is recorded in Plat Book 2021, Page 139, Lumpkin County Records, and is incorporated herein by reference for a more detailed description.

This property is conveyed subject to all easements for roads and utilities in use or of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, in Fee Simple.

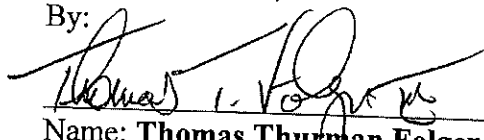
AND THE SAID party of the first part, for its successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its successors and assigns, against all persons claiming by, through or under Grantor.

Page Two
Limited Warranty Deed

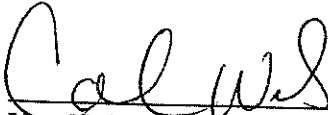
IN WITNESS WHEREOF, the said party of the first part, acting by and through its duly authorized managing member, has hereunto set its hand and seal, the day and year above written.

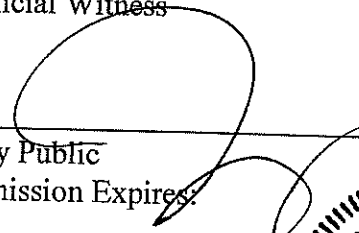
TJP Investments, LLC

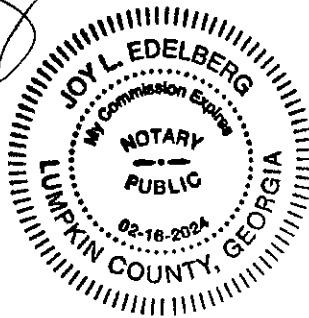
By:

 (SEAL)
 Name: **Thomas Thurman Folger, III**
 Title: **Managing Member**

Signed, sealed and delivered
 in the presence of:


 Unofficial Witness


 Notary Public
 Commission Expires:



PUBLIC NOTICE

A PUBLIC HEARING WILL BE HELD BY THE LAMAR COUNTY PLANNING COMMISSION ON THE PROPOSED PROJECTS OF THE LAMAR COUNTY COURTHOUSE CONSTRUCTION PROJECT.

DATE: 12-13-2023 TIME: 2:00pm

PUBLIC HEARING
Lamar County Board of Commissioners

2:00pm December 13th, 2023
100 W. 4th St.

The Lamar County Board of Commissioners will hold a public hearing on the proposed projects of the Lamar County Courthouse Construction Project. The project is located at the intersection of Highway 100 and Highway 101 in Lamar, Missouri. The project includes the construction of a new courthouse building, a new parking lot, and a new parking garage. The project is estimated to cost \$10 million. The Board of Commissioners will hear testimony from the public and the project proponent, and will make a decision on whether to approve the project. The public hearing will be held at the Lamar County Courthouse, 100 W. 4th St., Lamar, Missouri. The hearing will begin at 2:00pm on December 13th, 2023. The public is invited to attend the hearing and to provide testimony. For more information, please contact the Lamar County Planning Commission at (660) 335-1234.

COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT (ADA)

ACCESSIBLE: 100 W. 4th St., Lamar, MO 64501
E-MAIL: PLANNING@LAMARCOUNTYMO.GOV

PUBLIC NOTICE

A PUBLIC HEARING WILL BE HELD BY THE LAMAR COUNTY PLANNING COMMISSION ON THE PROPOSED PROJECTS OF THE LAMAR COUNTY COURTHOUSE CONSTRUCTION PROJECT.

DATE: 12-13-2023 TIME: 6:00pm

PUBLIC HEARING
Lamar County Board of Commissioners

6:00pm December 13th, 2023
100 W. 4th St.

The Lamar County Board of Commissioners will hold a public hearing on the proposed projects of the Lamar County Courthouse Construction Project. The project is located at the intersection of Highway 100 and Highway 101 in Lamar, Missouri. The project includes the construction of a new courthouse building, a new parking lot, and a new parking garage. The project is estimated to cost \$10 million. The Board of Commissioners will hear testimony from the public and the project proponent, and will make a decision on whether to approve the project. The public hearing will be held at the Lamar County Courthouse, 100 W. 4th St., Lamar, Missouri. The hearing will begin at 6:00pm on December 13th, 2023. The public is invited to attend the hearing and to provide testimony. For more information, please contact the Lamar County Planning Commission at (660) 335-1234.

COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT (ADA)

ACCESSIBLE: 100 W. 4th St., Lamar, MO 64501
E-MAIL: PLANNING@LAMARCOUNTYMO.GOV

Sec. 27-72. Character area map amendments.

1. The Lumpkin County Board of Commissioners may amend the Character Area Map (CAM) developed as part of the Lumpkin County 2017 Comprehensive Plan, and referred to in this chapter as the "Character Area Map" or "CAM", either on its own initiative or upon the request of a property owner desiring to change the character area designation of their property.
2. Applications from property owners requesting a change to the CAM shall meet the following requirements:
 - A. The applicant must submit a completed map amendment application, which shall be provided by the planning department.
 - B. The applicant shall submit such other supplemental information that is requested by the planning department regarding the map change in a timely manner in order to complete the application. The planning department shall review the application for completeness within ten days of submission. Incomplete or improper applications will be returned to the applicant for resubmission.
 - C. Once a completed application is received, the application will be presented to the planning commission at the next regularly public hearing that has been properly advertised pursuant to the terms section 27-74.
 - D. The recommendation of the planning commission shall be provided to the board of commissioners, which shall then consider the application at its next regularly scheduled and properly advertised public meeting pursuant to the terms section 27-74.
 - E. Any map amendment that so alters the CAM as to warrant an update of the underlying comprehensive plan, may be deemed a major map amendment by the planning department, the planning commission, or the board of commissioners and may be tabled until a sufficient review and update to the comprehensive plan is completed.
3. The planning department, the planning commission, and the board of commissioners shall apply the following standards governing CAM amendments.
 - A. Whether the land use amendment proposal meets the policies and intent established in the current comprehensive plan and the CAM.
 - B. Whether the land use amendment proposal is compatible with the surrounding future land uses as identified in the CAM;
 - C. Whether the CAM amendment proposal can be adequately served by existing transportation facilities and other infrastructure, such as schools, water and sewer;
 - D. Whether the CAM amendment proposal negatively impacts natural and scenic resources identified by the county;
 - E. Whether the CAM amendment proposal is in the best interest of the county and the public good and whether the proposal protects the health and welfare of its citizens; and
 - F. Whether the property to be affected by the CAM amendment proposal has a reasonable economic use as currently designated on the CAM.
4. Appeals of a final decision on CAM amendments shall follow provisions of section 27-76 below.

(Res. No. 2019-05, 1-22-2019)



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 18, 2022

Agenda Item: Reappoint Members to the Airport Authority - Jackie Lee & Dean Lemoine both terms exp 02/19/2026

Item Description: Reappoint Members to the Airport Authority - Jackie Lee to Seat A & Dean Lemoine to Seat C both terms expiring 02/19/2026

Lumpkin County Resolution No. 2022 –02

**A Resolution to Appoint Members to the
Lumpkin County Airport Authority**

Whereas, the Lumpkin County Board of Commissioners desires to appoint members to the Lumpkin County Airport Authority to fill Seat A and Seat C; and

Whereas, Seat A is designated to be filled by a person having experience in a banking and/or finance; and

Whereas, Seat C is designated to be filled by an aircraft owner with an aircraft based at the Lumpkin County Airport;

Now therefore, it is hereby resolved that the following individuals are appointed to the Lumpkin County Airport Authority for the Seat and Term set out below:

Name:	Seat No.	Term Expiring:
Jackie Lee	A	February 19, 2026
Dean Lemoine	C	February 19, 2026

Resolved, adopted and effective this 18th day of January, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 18, 2022

Agenda Item: Reappoint Members Public Building Authority - Chris Dockery & Ruth Bohac terms exp 02/21/25

Item Description: Reappoint Members Public Building Authority - Chris Dockery to Seat 1 & Ruth Bohac to Seat 2 both with terms expiring 02/21/25.

Lumpkin County Resolution No. 2022 –03

**A Resolution to Appoint Members to the
Lumpkin County Public Building Authority**

Whereas, the Lumpkin County Board of Commissioners desires to appoint members to the Lumpkin County Public Building Authority to fill Seat 1 and Seat 2;

Now therefore, it is hereby resolved that the following individuals are appointed to the Lumpkin County Public Building Authority for the Seat and Term set out below:

Name:	Seat No.	Term Expiring:
Chris Dockery	1	February 21, 2025
Ruth Bohac	2	February 21, 2025

Resolved, adopted and effective this 18th day of January, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance Department

Date: January 18, 2022

Agenda Item: January Surplus Property

Item Description: January Surplus Property. Consideration of list of County inventory items to be declared surplus.

Facts & Historical Information: The item(s) on the attached sheet are no longer used or needed by County departments and need to be declared surplus to legally be removed from the County's asset listing and disposed of via sale or disposal at the Transfer Station. Historically, items have been sold via GovDeals, an online auction site. Each County Department or Constitutional Officer has the opportunity to review the items to see if their respective department/office has use of any item prior to placement on the surplus list and subsequent presentation to the Board of Commissioners.

Potential Courses of Action:

- A) Approve surplus list items for sale. Any unsold items will be disposed of in accordance with O.C.G.A.
- B) Keep the items in County inventory.

Budget Impact: Selling the items on GovDeals would generate additional unbudgeted revenue for the county. The dollar amount is unknown due to GovDeals being a bid/auction site. Keeping the unused items will not generate revenue and will result in staff having to find a location to store the items.

Staff Recommendation: The recommendation of staff is surplus the item listed and sell on the GovDeals.com website. Staff also recommends any unsold item(s) or items noted as scrap be disposed of at the Transfer Station or sold for scrap with the funds generated deposited into the General Fund.

LUMPKIN COUNTY RESOLUTION NO. 2022 –04

**A RESOLUTION TO PROVIDE FOR THE IDENTIFICATION AND CLASSIFICATION
OF CERTAIN LUMPKIN COUNTY PROPERTY AS SURPLUS PROPERTY
AND TO AUTHORIZE ITS SALE AND DISPOSITION**

Whereas, the Lumpkin County Board of Commissioners has determined that certain items of personal property, being more particularly set out and identified on the Surplus Request List Dated 12/28/21 attached hereto as Exhibit “A”, which is incorporated herein by reference and made a part hereof, are no longer used or needed for County purposes;

Now therefore, it is hereby resolved that said property identified on the Surplus Request List Dated 12/28/21 attached hereto as Exhibit “A” is declared surplus; and

It is further resolved that the County Manager shall review and evaluate the economic worth of said property to determine which items have economic value and to advertise those items on “GovDeals.com” for sale to the best and highest bidder; and

It is further resolved that any property with no net economic value shall be disposed of at the Transfer Station or sold for scrap with the funds generated deposited into the General Fund; and

It is further resolved that any such property originally deemed to have economic value, but which has not been sold within sixty days of listing, shall be disposed of as provided for property of no net economic value; and

It is further resolved that all such property be timely removed from the County inventory.

Resolved, adopted and effective this 18th of January, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

New Surplus Property request 2022 01

Exhibit "A"

SURPLUS REQUEST LIST DATED 12/28/21

[illegible]



Lumpkin County, Georgia

Public Works Department

Date: January 18, 2022

Agenda Item: Resolution to Adopt the Road Within Camp Creek Overlook Subdivision

Item Description: Resolution to Adopt the Road Within Camp Creek Overlook Subdivision. Greg Hayes has requested that the road in Camp Dr. be accepted into the County Maintenance System

Facts & Historical Information:

On February 12, 2019 the Lumpkin County Planning Commission gave final plat approval for Camp Creek Overlook Subdivision. The current ordinance states *"After the final plat has been approved by the planning commission, a resolution to accept the roads into the county road system will be prepared by the county attorney and placed on the agenda for the next board of commissioners meeting for road acceptance"*. The Developer requested that, instead of final topping the road before final subdivision approval, he be allowed deposit the total amount of final topping into an escrow account set up by the county to be refunded to him at the time final topping was installed, inspected and approved. The road was final topped in August of 2021. It was inspected and approved by county staff and is now ready to go before the BOC for acceptance into the County Maintenance System. Camp Drive is a one-way road with 12' pavement width.

Road information:

Road Name: Camp Drive
 Length: 0.187 Miles
 Right of way width: 30 ft min.
 Area of right of way: 0.69 ac.

Attachments:

- Plat of subdivision

Staff Recommendation:

Lumpkin County Staff recommends that the roads be accepted into the county system.

LUMPKIN COUNTY RESOLUTION NO. 2022 -05

**A RESOLUTION TO ADOPT THE ROAD
WITHIN
CAMP CREEK OVERLOOK SUBDIVISION**

Whereas, the Lumpkin County Planning Director has recommended to the Lumpkin County Board of Commissioners that the road within Camp Creek Overlook Subdivision be accepted and adopted as a county road; and

Whereas, the Lumpkin County Planning Director has found that the road has been developed in accordance with the plans approved by the planning office; the condition of the road has been found acceptable to the public works department and the certificate of title has been found acceptable to the county attorney; and

Whereas, the Lumpkin County Board of Commissioners now desires to adopt the road within Camp Creek Overlook Subdivision as a county road;

Now therefore, it is hereby resolved that the following road is accepted and adopted as a Lumpkin County road:

<u>Road Name</u>	<u>Right of Way Width</u>	<u>Length of Road</u>
Camp Drive	variable	0.187 miles

The road is more particularly set out on that Final Plat for Camp Creek Overlook prepared by Dusty L. Lowman, Georgia Registered Land Surveyor, which plat is recorded in Plat Book 2019, Page 53, Lumpkin County Records.

Resolved, adopted and effective this 18th day of January, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
plat 2019-53



Lumpkin County, Georgia

Finance Department

Date: January 18, 2022

Agenda Item: Resolution to Amend Purchasing Policy

Item Description: Resolution to Amend Purchasing Policy. Consider updates of new additions.

Facts & Historical Information:

During the emergency exercise conducted in December 2021, staff found a need for the Emergency Management Director and Emergency Management Deputy Director to hold purchasing cards to be used during an emergency. There is no guarantee that other purchasing card holders would be available and present during an emergency, and amending the Purchasing Policy to include these two positions would better position emergency personnel to manage an emergency situation. The following update, which can be found on Page 20, is proposed.

C. CARDHOLDER ELIGIBILITY

Purchasing Cards are given to select employees for County use. The following positions are authorized to hold a Lumpkin County Purchasing Card:

- A. 5 Commissioners (Chairman, Seats 1-4)
- B. County Manager
- C. Special Projects Director
- D. Director of Finance and Purchasing
- E. Purchasing Agent
- F. Finance Representative (Designated for hotel and training reservations)
- G. County Clerk
- H. Deputy County Clerk
- I. Fleet Administrative Coordinator
- J. Emergency Management Director
- K. Emergency Management Deputy Director

Potential Courses of Action:

- A. Adopt the proposed Purchasing, Purchasing Card, and Fleet Card Policy as presented with the edits. This positively impacts operations.
- B. Choose to not adopt the changes. This will leave the existing purchasing card holders in place and may leave emergency personnel without a form of payment during an emergency.

Budget Impact: There is no budget impact.

Staff Recommendation: Staff recommends Course of Action A.

Lumpkin County Resolution No. 2022 – 06**A Resolution to Amend Existing Purchasing Policies and Procedures**

Whereas, during the emergency exercise conducted in December 2021, staff found a need for the Emergency Management Director and Emergency Management Deputy Director to hold purchasing cards to be used during an emergency as there is no guarantee that other purchasing card holders would be available and present during an emergency; and

Whereas, staff has recommended amending the Purchasing Policy to include these two positions to better position emergency personnel to manage an emergency situation; and

Whereas, the Lumpkin County Board of Commissioners desires to update the purchasing policies and procedures as recommended by staff;

Now, therefore, be it resolved that the updated Lumpkin County Purchasing Policy attached hereto as Exhibit “A” is hereby adopted as the purchasing policies and procedures for Lumpkin County.

Resolved, adopted and effective this 18th day of January, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
Purchasing Policy 01.12.22 Proposed

LUMPKIN COUNTY

PURCHASING POLICY

Exhibit "A"

DEFINITIONS

1. **Acquiring Office:** The department, division, board, authority, or other unit of Lumpkin County Government under whose authority, on whose behalf, or for whose use a service, commodity, or real property is required or acquired or a contract or agreement relating thereto is obtained.
2. **Acquisition:** A transaction in which the County purchases, orders, contracts for, or otherwise agrees to obtain any commodity, service, real property or combination thereof.
3. **Bid:** Submission of information from a bidder which describes the bidder's commodities or services, information necessary to respond to the specifications, and other requirements set forth in a Request for Bids.
4. **Brand Name or Equal Specification:** A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements, and which provides for the submission of equivalent products.
5. **Brand Name Specification:** A specification limited by manufacturers' names or catalogue numbers.
6. **Business:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
7. **Change Order:** A written order signed and issued by the Lumpkin County Board of Commissioners, directing the contractor to make changes, which the "Changes" clause of the contract authorizes the contracting officer to order without the consent of the contractor.
8. **Commodity:** A discrete and distinct item of tangible personal property, including, without limitation, any such item which is intended to become an integrated part of another item of tangible personal property or of any improvement to real property.
9. **Confidential Information:** Any information which is available to an employee only because of the person's status as an employee of Lumpkin County and is not a matter of public knowledge or available to the public on request.
10. **Consultant:** A person who has expertise because of education or experiences, which uniquely qualifies him/her to provide specialized services or advice.
11. **Contract:** Any agreement, purchase order, lease, or other document which creates or is intended to create binding reciprocal obligations including, without limitation, any document evidencing a bid or proposal award which has been accepted by the bidder.

Exhibit "A"

12. Contractor: Any person who is party to a contract.
13. Direct or Indirect Participation: Involvement through decision approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
14. Employee/Official: An individual drawing a salary or wages from Lumpkin County, whether elected or not; any non-compensated individual performing personal services for Lumpkin County or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of Lumpkin County; and any non-compensated individual serving as an elected official of Lumpkin County.
15. Immediate Family: A spouse, child, parents, brother, sister, mother/ father-in-law.
16. Bidder: Any person who has submitted a bid or proposal to the County, or otherwise offered to, from a contract with the County.
17. Person: Any individual or legal entity.
18. Professional Service: A service consisting in material part of advice, evaluation, planning, design, or other effort involving the exercise of judgment, discretion, and knowledge, including, without limitation, a service provided by a person whose profession is licensed or regulated by the state or federal government.
19. Public Works Projects: Any infrastructure repair, maintenance, or construction project. (Infrastructure: roads, bridges, drainage systems, pipelines, utilities, etc.)
20. Request for Procurement: A document by which a Department requests the acquisition of commodities or services.
21. Qualified Products List: An approved list of supplies, services, or construction items described by model or catalogue numbers, which prior to competitive solicitation, the County has determined will meet the applicable specification requirements.
22. Request for Bids: All information and documentation disseminated by the County to solicit bids.
23. Request for Qualifications: All information and documentation disseminated by the County to solicit qualifications.
24. Responsible Bidder: A person who has the capability, in all respects, to fully perform the contract requirements and the experience, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Exhibit "A"

25. Responsible Director: The director or acting director who has supervisory authority over a County Department and responsibility for acquiring materials, supplies, equipment, and services.

26. Responsive Bidder: A person who submitted a bid which conforms in all material respects to the requirements set forth in the invitation.

27. Services: The furnishing of labor, time, or effort by a contractor which is not intended to accomplish the delivery of a specified tangible product other than reports which are merely incidental to the required performance, including, without limitation, a professional or consulting service.

28. Specification: In connection with a Request for Bids, a list or description of the characteristics of the commodities or services which will meet the County's requirements.

29. Unit of Government: The government of the United States of America or any department, agency, or division thereof; the State of Georgia or any department, agency, political subdivision, municipal corporation, or authority thereof.

Exhibit "A"

PURCHASING POLICY**Policy Statement**

This policy shall govern all acquisitions and dispositions by Lumpkin County of commodities, equipment, and services and all related contracts and agreements whether made by purchase order, charge account, accounts payable invoice, p-card, or fleet card. This policy supersedes and repeals all previously existing policies to the extent they are inconsistent within the provisions thereof.

A. PURPOSE

This policy shall be construed and applied to promote its purposes which are:

1. To foster effective, fair, and broad-based competition for public procurement within the free enterprise system; and
2. To provide safeguards for the maintenance of quality, integrity, and equity in the purchase and disposition of County property.

B. CODE OF ETHICS

This policy incorporates the "Lumpkin County Code of Ethics" adopted by the Commissioner on December 27, 2001.

C. BUDGETED EXPENDITURES

It is the responsibility of the Department Heads and Elected Officials to ensure all purchases are consistent with and support the current approved budget prior to committing funds. Specific approval by the Board of Commissioners is required for capital purchases not included in the current year operating budget or those items that require a contract be executed.

D. AUTHORITY & RESPONSIBILITY OF PURCHASING DEPARTMENT & PURCHASING AGENT

The department shall serve all of Lumpkin County Government by obtaining required commodities and services in accordance with State of Georgia law and this policy. The Purchasing Agent shall, except as otherwise specified herein, be responsible for the administration of all transactions governed by the provisions of this Policy and shall serve as the principal procurement officer of the County. Unless otherwise provided, any duties and powers of the Purchasing Agent may be delegated by him/her to subordinate purchasing agents/buyers and other employees/elected officials. The Purchasing Agent shall be subject to the authority and supervision of the Director of Finance and Purchasing.

Exhibit "A"

E. PROCUREMENT PROCEDURES

The Purchasing Agent is authorized to establish, implement, and enforce written operational procedures relating to acquisitions subject to this Policy. Such procedures shall, to the extent consistent with applicable law and this Policy, be based upon generally accepted public purchasing principles and practices and shall become effective upon approval by the Board of Commissioners. Additionally, these procedures may be revised, as necessary, through the same process used for their initial approval.

F. DISCLAIMER OF RESPONSIBILITY FOR IMPROPER PURCHASING

The Board of Commissioners may disclaim responsibility and liability for any expenditure or agreement for expenditure arising from a procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or any person acting outside this Policy or the authorization or delegation as provided in this Policy. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

G. PUBLIC ADVERTISING

Operational procedures will be developed to define the requirements for public advertising to conform to all applicable provisions of the laws of the State of Georgia.

H. BID OPENING

When sealed bids are required, they shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the bid package. Specific procedures for this process shall be defined in the operational procedures.

I. PROFESSIONAL SERVICES

"Professional Services" refer to such services as legal, medical, engineering, surveying, architectural, accounting, finance, and others performed by individuals whose profession is licensed by the state or federal government.

It is the policy of this County to award contracts for professional services on the basis of demonstrated competence and qualifications at a fair and reasonable price with the ultimate selection based on interest of the County and receipt of maximum value.

The Board of Commissioners will approve all contracts for accounting, architectural, legal, and management consulting services, and for all other professional services.

Exhibit "A"

J. CONSTRUCTION ACQUISITION

Construction acquisition (public works projects) shall follow the competitive sealed bid process and public advertising as described in the operational procedures.

K. BONDING REQUIREMENTS

Operational procedures will be developed to define the requirements for bid bonds, performance bonds, and payment bonds to conform to all applicable provisions of the laws of the State of Georgia.

L. APPROVAL OF CONTRACTS

All contracts shall be reviewed and approved as to form by County Attorney prior to execution on behalf of the County. A contract shall conform to state and federal law and to County policies and shall otherwise contain such provisions as are reasonably necessary to protect the interest of the County. All contracts must be signed by the Board of Commissioners.

M. PURCHASES BY COMMISSIONERS

From time to time it may be necessary for Commissioners to request the purchase of certain supplies and materials to aid them in the performance of their duties. A request for such supplies and materials shall be submitted to the County Clerk via email. The County Clerk will verify that funds are available to purchase supplies and materials and will forward the request to the purchasing agent with the proper account code for processing. Should a Commissioner request items that are not included in the current budget, that Commissioner may request that the item(s) be added to the next work session agenda for consideration by the Board of Commissioners. Should the Board of Commissioners approve the request at the next regular meeting, the request will be forwarded to the Purchasing Agent with the appropriate account code for processing. This does not apply to items which are replaced according to adopted and or contractual replacement schedules.

N. REVISIONS

This procedure will be revised and supplemented as needed to meet new needs and conditions. Revised pages will be distributed to all holders who are responsible for keeping the procedures current. Policy will be reviewed annually in December.

Exhibit "A"

PURCHASING OPERATIONAL PROCEDURES**A. PROCEDURES**

These procedures shall govern all acquisitions by Lumpkin County of commodities, equipment, services, and all related contracts and agreements. This procedure supersedes and repeals all previously existing procedures to the extent they are inconsistent with the provisions thereof. Items and projects approved in SPLOST or CIP programs will follow these procedures, specifically section M, and will have the scope of work approved by the County Manager and the amounts verified to project budget(s) verified by Finance prior to the ordering of or commencement of projects.

The following supplies and services are not covered by this

Procedure: A. Works of art for public places,

B. Printed copyright material including published books, maps, periodicals, and technical pamphlets (not including software for computer systems), except where a greater savings can be realized by a volume purchase,

C. Real property, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property, and other related costs of acquisition of real property,

D. Purchases between governments and/or nonprofit organizations,

E. Dues, membership and board member fees, subscriptions,

F. Services provided directly to individual citizens and employees including reimbursements and other miscellaneous payments,

G. Utilities including but not limited to electric and water,

H. Licensed health professionals,

I. Training, travel lodging or meal expenses.

B. APPLICATION OF FEDERAL AND STATE LAW

It is intended that this Procedure shall conform to all applicable provisions of the laws of the United States and of the State of Georgia. In the event any portion of this Procedure shall be declared invalid for its failure to conform to state or federal law, such invalidity shall not affect the remaining portions. Notwithstanding any other provision of this Procedure, the Governing Authority may enter into contracts, follow any procedure, or take any action, which is otherwise at variance with this Procedure, if required as a condition to receiving funds from the government of the United States or of the State of Georgia.

C. PUBLIC ACCESS TO PURCHASING INFORMATION

Interested persons shall have access to information regarding Purchasing transactions of Lumpkin County in accordance with the State of Georgia Open Records Act. Requests for inspection of records must be in writing, must be reasonable, must contain sufficient information to facilitate retrieval, and must not interfere with the orderly operation of the Purchasing Office. A charge may be assessed to any persons requesting copies of records.

Exhibit "A"

D. PURCHASING RESPONSIBILITIES

It is imperative that the County continually strives to balance cost, delivery, and quality in every area of the County's operations. It is mandatory in Purchasing that the responsibility for buying materials and services be assigned to a group of people skilled in negotiating, value analysis, and other Purchasing techniques.

To achieve this overall objective, the responsibilities, authorities, and controls set forth in this procedure and related policies must be adhered to by all County employees and elected officials.

The following are the basic responsibilities of the Purchasing Department:

1. Only those persons to whom authority has specifically been delegated by the Board of Commissioners are authorized to commit County funds for materials, equipment, supplies, and services.
2. The Purchasing Agent has the responsibility for the procurement of all goods and services and to either provide the services for such procurement or give functional directions to others delegated the authority to perform such service.
3. Purchasing is responsible for initiating and maintaining effective and professional relationships with suppliers.
4. All employees involved in purchasing activities will work to maintain and enhance the County's image by their personal conduct and methods of doing business.
5. All employees engaged in purchasing activities will recognize and practice good public relations by giving all callers and visitors courteous treatment.
6. Purchasing personnel are to seek to obtain and purchase all goods at the lowest possible total end-user cost, considering the guidelines of prices, service, quality, and delivery.
7. Purchasing personnel are to inform ordering departments whenever the quality or specifications of materials ordered are inconsistent with sound purchasing practices or market conditions.
8. Purchasing personnel will negotiate the return of rejected equipment or supplies to suppliers.

E. PURCHASING REQUIRING FORMAL SEALED BIDS

Approvals shall be in accordance with process described below. If the request is for Public Works projects or any other item that has been determined should be advertised, the request will be submitted to Purchasing no later than 12:00 noon on Wednesday for submittal to the newspaper by 12:00 noon on Friday. The advertisement will be developed in accordance with Georgia Law and submitted by the Purchasing Agent. A bid package will be developed by Purchasing in conjunction with public works, as needed, and can be picked up by interested parties. Once an approval form is received, the Purchasing staff will use the following process:

COMPETITIVE SEALED BIDDING - In most cases, the competitive sealed bid is the preferred method of source selection and should be used whenever possible, as it allows

Exhibit "A"

qualified, responsive bidders to compete on the basis of price. Generally, the following conditions must be met:

1. Clear and adequate specifications are available;
2. Two or more responsible bidders are willing to participate in the process; and
3. Cost of materials, supplies, equipment or project is \$20,000 or greater.

Acquisitions \$20,000 or more - any commodity which is expected to cost \$20,000 or more shall be acquired through the competitive sealed bid process except as otherwise provided in the Procedure.

DISSEMINATION OF INVITATIONS TO BID - Public notice of an Invitation to Bid shall be advertised as required by Georgia Law. The public notice shall contain a general description of the item to be purchased, the location where documents may be obtained, and the date, time, and place of bid opening. Notice of any required bonding and insurance shall be included in the public notice. A copy of such notice shall be in the Purchasing office. Any other methods of advertisement, identified as likely to result in optimal competition, may be used in addition to required advertisement, at the discretion of the Purchasing Agent.

RECEIPT OF BIDS- No bids shall be eligible for consideration by the County unless it is placed in a sealed envelope or package and received by the Purchasing Department by the date and time specified in the Request for Bids. The Purchasing Department shall stamp all bids with the date and time of receipt, and shall be secured until the designated opening time. A bid delivered late shall, under no circumstances be eligible for consideration by the County. Late bids shall be returned unopened to the bidder.

BID OPENING - Bids shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the Request for Bids. The name of each bidder, the purchase price contained in each bid, and such other information as the Purchasing Agent deems appropriate, shall be announced as the bids are opened. A record of bid information shall be recorded and available for public inspection. Prior to the opening of bids, only the number and not the names of bidders may be disclosed to interested parties.

MODIFICATION OF BIDS - Any clerical mistake which is blatantly obvious on the face of a bid may, subject to the limitations described below, be corrected upon written request and verification submitted by the bidder. A non-material omission in a bid may be corrected if the Purchasing Agent determines the correction to be in the County's best interests. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after bid opening:

- A. Price information, and
- B. Any required insurance or bonding

Exhibit "A"

WITHDRAWAL OF BIDS - Bids may be withdrawn, only by written request, at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bid shall be based upon the following:

The bidder shall give notice in writing of his claim of right to withdraw his bid due to an error, within two business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids solely due to a mistake therein, provided the bid was submitted in good faith, was a clerical mistake as opposed to a judgment mistake, and was due to an unintentional arithmetic error or an unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the whole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be the low bid.

BID EVALUATION- Bids shall be evaluated based on the requirements set forth in the Invitation to Bid. No criteria may be used in bid evaluation that is not specifically set forth in the solicitation.

BID CANCELLATION - An Invitation for Bids may be cancelled prior to opening date or any or all bids may be rejected in whole or in part as may be specified in the solicitation, where it is in the best interest of the County, in accordance with regulations promulgated by the Purchasing department, or as a result of improper conduct on the part of a County employee. The reason for any cancellation shall be made a part of the bid file.

BID AWARD - Responsive and Responsible Bidder(s) - Subject to approval by the Lumpkin County Board of Commissioners, bids shall be awarded to the responsible bidder(s) whose bid, conforming to the Invitation for Bid, will be most advantageous to the County, with price and other factors considered. A written award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid shall be deemed to result in a binding contract without further action by either party.

APPROVAL OF BIDS - All bid awards shall be approved or rejected by the Lumpkin County Board of Commissioners.

REJECTION OF BIDS - Lumpkin County reserves the right to reject any or all bids if it determines such rejection to be in the best interest of the County.

DISQUALIFICATION OF BIDS - The following types of bids shall be disqualified for consideration for a bid award:

- A. A bid which is incomplete in any material aspect,
- B. A bid submitted without required bonds or insurance,
- C. A bid submitted by a company on the Ineligible Source List

Exhibit "A"

TIE BIDS - In the event two (2) responsive bids are tied for the lowest price and the other terms and conditions of the two (2) are substantially the same, the bid shall be awarded to the Lumpkin County bidder if only one of the bidders has its principal place of business in Lumpkin County. If both or neither of the tied bidders has its principal place of business in Lumpkin County, the bid award shall be made to the winner of a coin toss by Purchasing Department staff in a public session, where bidders and one or more witnesses may be present. Lumpkin County reserves the right to award a bid to an out of County business should the successful bidder be delinquent on taxes payable to Lumpkin County.

F. CONTRACTUAL REQUIREMENTS

CONSTRUCTION PROJECTS - Construction (public works) projects shall follow the competitive sealed bid process.

BONDING - Bonds are required for construction (public works) contracts. They are required only occasionally for non-construction contracts. The requirement will be stated clearly in the solicitation document in all cases, and the bid bond must accompany the bid/proposal. Any bid or proposal submitted without the required bid bond will not be considered for award.

- **BID BOND:** The bond must be accompanied by a bid guarantee of not less than five (5) percent of the amount of the bid. The guarantee may in the form of Cashier's Check or Certified Check made payable ' to the Lumpkin County Board of Commissioners, or a Bid Bond issued by a surety company. The guarantee shall insure the execution of the contract document and the furnishing of Payment and Performance Bond. Bid bonds are not required for Public Works Projects under \$20,000.00. Bid Bonds will be returned upon award of the contract.

- **PERFORMANCE BOND:** The successful bidder may be required to furnish a guarantee of the performance in the amount of the contract if the contract is more than: \$5,000 for ROAD PROJECTS, \$20,000 for PUBLIC WORKS PROJECTS: and \$40,000 for all other projects, prior to commencing work. The guarantee of performance may be in the form of Cashier's Check or Certified Check made payable to the Lumpkin County Board of Commissioners, Performance Bond, or an irrevocable Letter of Credit issued by a Bank as defined in O.C.G.A., § 7-1-4. Irrevocable Letters of Credit will not be accepted on contracts of more than \$300,000.00. Performance Bonds will be returned to the contractor within thirty (30) days after the work is completed and accepted by the County.

- **PAYMENT BOND:** The successful bidder may be required to furnish a guarantee of payment for the protection of all subcontractors and all persons supplying labor, material, machinery, and equipment provided for in the contract, in the amount of the contract awarded, prior to commencing work. This bond is required for ROAD PROJECTS only if the contract is more than \$20,000.00; all other projects require a Payment Bond regardless of the contract amount. This guarantee may be in the form of a Payment Bond, Cashier's Check or Certified Check made payable to the Lumpkin

Exhibit "A"

County Board of Commissioners, or by an irrevocable Letter of Credit issued by a Bank as defined in O.C.G.A., § 7-1-4. Irrevocable Letters of Credit will not be accepted on contracts of more than \$300,000.00.

INSURANCE REQUIREMENTS - County Manager shall determine what types and amounts of insurance coverage are necessary for the protection of the County's interests for all acquisitions covered by this Purchasing Procedure. All sureties must be licensed to do business in the State of Georgia.

SPECIFICATIONS - All specifications shall be prepared to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs and shall not be overly restrictive. This procedure applies to all specifications including, but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

ADVERTISING - On contracts for Public Works, Purchasing will advertise once per week for up to four weeks. For Road Work, Purchasing will advertise once per week for at least two weeks in the newspaper. The advertisement must be posted in the Purchasing Department along with any specifications or plans for public inspection. When proposals are rejected and plans are subsequently changed, further advertisement is necessary.

G. COLLUSIVE OR ANTI-COMPETITIVE PRACTICES

All bid packages shall contain a Non-Collusion Affidavit to be signed and notarized prior to award. This will ensure that each bidder has certified, in writing, that such bidder has not engaged in any collusive or anti-competitive practices in responding to a solicitation for bid.

H. PROFESSIONAL SERVICES REQUEST FOR PROPOSAL

"Professional Services" refers to such services as legal, medical, engineering, surveying, architectural, accounting, finance, and others performed by individuals whose profession is licensed by the State or Federal government.

It is the policy of this County to award contracts for professional services on the basis of demonstrated competence and qualifications at a fair and reasonable price, with the ultimate selection based on the best interest of the County and receipt of maximum value. This is a "Quality Based Selection" process.

Unless specifically authorized by the Board of Commissioners, the selection process for professional services shall follow the same basis process as that for competitive sealed bids. The invitation will be for REQUEST FOR PROPOSAL, and pricing will not always be requested at the invitation level. The Scope of Work will include the selection criteria to be used. When the selection process for professional services is executed any way other than through sealed proposals or sealed bids, the Board of Commissioners will authorize such process and procedures. Such procedures shall permit as much competition as possible consistent with obtaining qualified persons and/or firms to perform necessary professional services. The

Exhibit "A"

selection process may vary for each type of professional service or according to the purpose of an individual contract.

I. DISPOSITION OF PROPERTY

Disposition of real property owned by the County shall be conducted by public sale in accordance with § 36-9-3, Official Code of Georgia Annotated, or as otherwise provided by State Law.

Except as otherwise specifically provided by State Law, the County shall not dispose of any real property unless the Board of Commissioners has declared such real property to be surplus.

Surplus property may be sold by any means deemed most advantageous to the County under the particular circumstances, as determined by the Board of Commissioners. A sale to a private person shall be for highest net purchase price reasonably obtainable by the County. A sale to another unit of government shall be a fair and reasonable purchase price, which need not be as high as the purchase price obtainable from a private person.

J. OPEN MARKET PURCHASES

The following are guidelines for open market purchases by the Purchasing Department. This shall not prohibit formal sealed bids when in the best interest of the County.

PURCHASES \$0.01 to 999.99: The User shall use his/her judgment to source, supply, and determine the appropriate number of quotations to obtain. The User shall submit the request via the Request for Procurement Form located on the Employees Only website. The User must use approved vendors with existing County contracts. New vendors will only be used in extenuating circumstances.

For routine maintenance, building repairs, and planned projects, the Department Head or their designee may request to purchase items necessary to keep their department functioning, with prior approval by Purchasing, provided they ensure funds are available in the appropriate budget line item. Purchasing has the right to substitute like items if a comparable, less costly item can be found. Purchasing also has the right to request additional justification for the expenditure. Once approved, each receiving receipt must be signed by the Department Head or their designee and coded to the correct line item before submittal to the Finance Department. A list of approved designees for each department must be on file in the Purchasing Department and approved by the Department Head.

If funds are not available, it is the Department Head's responsibility to make arrangements with the Budget & Grant Analyst to transfer funds to the appropriate line item BEFORE any purchase is made.

Exhibit "A"

PURCHASES \$1,000.00 to 9,999.99: The User shall get written quotations for not fewer than three (3) prospective bidders. (Exception: Proprietary items and sole source items.) If purchased as a proprietary or sole source item, it should be indicated on the Request for Procurement Form, and all supporting documents should be attached. (Approval of purchases to be made by the Budget & Grant Analyst or Director of Finance & Purchasing prior to notification of bidders.)

PURCHASES \$10,000.00 to \$19,999.99: These typically require informal (non-advertised) sealed bids. (Exceptions: Proprietary items and sole source items) If purchased as a proprietary or sole source item, it should be indicated on the Request for Procurement Form, and all supporting documents should be attached. (Approval of purchases to be made by the Budget & Grant Analyst or Director of Finance & Purchasing prior to notification of bidders.)

Whenever possible, long term contracts should be obtained for supplying consumable commodities, such as motor oil, gasoline, diesel fuel, tires, batteries, and other items for which monthly or periodic requirements can be reasonably forecasted. Contracts or purchase agreements should extend no longer than a one (1) year period. Any contracts for greater than one year shall meet the requirements of the O.C.G.A. The Purchasing Agent shall make periodic checks to assure the party under contract is not escalating his delivery price beyond current market prices.

Whenever possible, all fixed asset purchases and bids for non-consumable commodities such as office equipment and furniture, heavy equipment, and vehicles will be combined upon written request from the Purchasing Agent. This shall be done as an effort to obtain volume discounts and reduce costs for processing paperwork.

NOTE: *Nothing in this policy should be interpreted as to limit competition. Each is to use his/her best judgment in securing all competition reasonably available. Employees are encouraged to attain competition regardless of the amount. All purchases will be from contracts when they are available.*

K. STATE CONTRACTS / COOPERATIVE AGREEMENTS

The Department of Administrative Services for the State of Georgia competitively bids certain commodities, supplies, and services on an annual basis. Copies of these contracts and revisions are maintained on-line at www.doas.state.ga.us. For federal contracts, visit www.gsa.gov for a listing in the event of a federally declared disaster, technology, as well as public safety equipment.

Additionally, The State of Georgia holds cooperative agreements with various national coops that hold competitively solicited cooperative contracts that are ready for use. The State of Georgia approves cooperative agreements and state contracts in the same manner, and all are provided on the Georgia Department of Administrative Services website.

- a. State contracts or cooperative agreement contracts may be used, when beneficial to do so.
- b. The state contract price may be used to establish the maximum price for a good or service.

Exhibit "A"

- c. These contracts are available to Lumpkin County for use but are not mandatory. Competitive bidding by Lumpkin County will not be required if these contracts are utilized. When cooperative agreements are used for source justification, there will be no requirement for Board of Commissioners approval, unless the dollar amount meets the threshold for Board approval. If the budget is already approved for the specific expenditure, the Board of Commissioners' approval is not required.

L. PROCUREMENT FOR TRANSIT

When purchasing with FTA funds, regulations may supersede local purchasing policies as follows, and it is specifically necessary to ensure full and open competition and equitable treatment of all potential sources of all purchases consistent with FTA Circular 4220.1F "Third Party Contracting Guidance" or latest version thereof; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (referred to now as the "Super Circular" and which replaced and consolidated OMB Circular A-87, A-102, A-110, A-122, and A-133); Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 1201, which replaces 49 CFR parts 18 and 19; GDOT Section 5311 State Management Plan; and GDOT Section 5311 Program Manual.

Procurement thresholds for transit will follow the County's purchasing policy unless the FTA regulations provide for more restrictive limits than local policy.

K. FLEET MAINTENANCE

The Fleet Maintenance Administrative Coordinator may purchase parts up to \$3,500.00 without a purchase order. Three quotes are recommended for purchases greater than \$1,000, in order to ensure the best price is received. The Fleet Maintenance Administrative Coordinator shall purchase certain items, such as tires, using a "Blanket Purchase Order." The Purchasing Agent shall issue the purchase orders on an "as needed" basis for their use. All purchases shall comply with the Purchasing Policy. All invoices for purchases must be submitted to Accounts Payable and the Purchasing Department not fewer than two (2) times per week. Purchase order numbers shall be shown on all invoices, packing lists, or other correspondence referencing a purchase.

L. EMERGENCY PURCHASES

Some purchases under maintenance and repairs may fall under the guidelines for Emergency Purchases, which is defined as the purchasing of equipment, materials, supplies, or services without obtaining bids during any emergency situation where the purchase is required to protect or preserve human life or property, or provide essential services.

In order to improve the Purchasing Department service to other departments and continue the control of purchasing, the Finance Department shall determine what the requesting department needs to purchase and why the request cannot be submitted under normal operating procedure. All emergency orders must have justification on the purchase requisition.

Exhibit "A"

If it is determined by the Finance Department that there is a bona fide emergency, the following understanding must be agreed upon and information obtained:

1. The Department in question must obtain approval from the Director of Finance & Purchasing for purchases totaling \$1,000.00 to \$9,999.99 and from the County Manager for purchases totaling \$10,000.00 to \$19,999.99. The Purchasing Agent does not have the authority to approve funds;
2. Successful Vendor's name and mailing address;
3. Name(s) and telephone number(s) of bidder(s) contracted;
4. Furnish the name of the item(s).
5. Price of item(s)
6. Discount terms;
7. F.O.B. points; and
8. Total amount of order.

If the amount is \$1,000 or greater, the Department in question must indicate on the requisition the names of not fewer than three (3) vendors contacted, unless sole source or proprietary items. When obtaining quotes, the Department in question shall get the price, terms, etc., and make inform the vendors that the price is F.O.B. point of delivery.

M. REQUEST FOR PROCUREMENT

Requests for the procurement of materials, services, and supplies should be originated via the Request for Procurement form on the Employees Only website by the Department Head or a designated employee. Once submitted, the Purchasing Agent enters the purchase requests into the financial software. The Purchasing Agent maintains the master vendor file but does not maintain the chart of accounts, does not initiate checks for expenditures, and does not issue debit memos.

The following are guidelines for procurement requests:

1. Requested items are to be clearly and completely described including technical data, sketches, blueprints, etc., when needed.
2. Sources of supply may be suggested but are not necessarily binding on the Purchasing Agent.
3. Requests for Procurement received by the Purchasing Agent should be analyzed. and reviewed for clarity and completeness to ensure procurement of the correct merchandise.
4. The user department is responsible for verifying availability of budgeted funds before making a purchase. Any department exceeding their budget will be held to emergency purchases only.
5. If the user department prefers a particular brand or make of article, valid reasons for such preference must be noted on the request.
6. Any request that is not properly completed will be returned to the department for completion.

Exhibit "A"

7. Nothing will be ordered without a completed Request for Procurement, unless deemed an emergency and approved by the Director of Finance & Purchasing and/or County Manager, as necessary. **NO EXCEPTIONS.**

N. PURCHASE ORDERS

After the Purchase Requisitions have been completed by the Purchasing Agent and approved by either the Director of Finance & Purchasing or Budget & Grant Analyst, a purchase order will be issued. The purchase order is completed from information on the requisition and from quotation inquiries.

1. A purchase order is created by assigning a purchase order number to a requisition and/or a copy of approved bid tabulation.
2. Vendor ships supplies to designated shipping point and mails invoice to the Finance Department, Attn: Accounts Payable.
3. Shipment is inspected by receiving Department Head for conformity to specifications.
4. Purchasing Agent verifies invoice and shipping receipt with the purchase order.
5. Department Head or personnel with written authority signs shipping receipt, submits copy of receipt to Purchasing Agent, and keeps a copy for the department files.
6. Purchasing Agent enters receiving information into file and forwards invoice and shipping receipt to Accounts Payable to be paid.

O. PURCHASE ORDER DISTRIBUTION

Once the purchase order has been issued, a copy should be maintained in an open purchase order file in the Purchasing Department, and a copy should be sent to the requesting department to return when the item(s) are received. The requesting department should send the receiving copy of the purchase order and packing slips as proof of delivery. Purchasing should match the receiving documents to the purchase order from the open file and hold until an invoice is received. All three documents (P.O., Receiving Record & Invoice) should be forwarded to Accounts Payable for payment. All remaining documentation should be filed in the closed purchase order file in the Purchasing Department. The purchase order form will include the following:

1. Purchase order number: Number issued to requisition and given to vendor at time of order. Must appear on all invoicing and correspondence.
2. Supplier: Name and address of vendor from which items will be purchased.
3. Bill To: Address of department to where the invoice should be billed, which will always be the County Commissioner's Office, Attn: Accounts Payable.
4. Ship to: Address of receiving department where items are to be delivered.
5. Date: Date of purchase.
6. Quantity: Number of items requested.
7. Unit: Unit of measurement of the item being requested.
8. Description: Full description of item requested.
9. Unit Cost: Unit price of items being ordered.
10. Total Amount: Total amount of items being ordered.

Exhibit "A"

11. Terms: Terms of purchase or payment, generally "Purchase order valid for goods and quantities listed only." All goods subject to inspection and verification.
12. By: Signature of authorized Purchasing Agent making purchase.
13. Delivery Date Requested: Date item is required to be delivered.
14. Requisition Number: Number that is assigned to requisition.

Note: The Purchase Order is produced from an approved requisition, which is prepared by the Purchasing Agent.

Exhibit "A"

PURCHASING CARD USE**A. ACCEPTABLE USES OF THE CARD**

The Lumpkin County Purchasing Card (P-card) is designed to enable authorized employees to purchase supplies, materials, and services for County use. Furthermore, the Purchasing Card shall be used as a travel card to the extent that airfare, hotel, and meal expense are approved and allowable. A completed reimbursement request with copies of P-Card receipts attached must be submitted to the Finance Department for all travel related expenses. The P-Card may also be used to pay fees, dues, and memberships, when allowed electronically.

B. PROHIBITED USE OF THE CARD

Under no circumstances is a cardholder permitted to use the P-Card for personal purchases. Using the P-Card for personal purchases will result in disciplinary action, up to and including termination from County employment and criminal prosecution. The Official Code of Georgia, Annotated (O.C.G.A.), §50-5-80 states that any cardholder who knowingly uses the card for personal purchases under \$500 is guilty of a misdemeanor. A cardholder who knowingly uses the card for personal purchases of \$500 or more is guilty of a felony punishable by one to 20 years in prison. Supervisors or other approving officials who knowingly, or through willful neglect, approve personal or fraudulent purchases are subject to the same disciplinary actions as cardholders.

The P-Card may not be used to purchase alcohol, entertainment, or to obtain cash advances.

C. CARDHOLDER ELIGIBILITY

Purchasing Cards are given to select employees for County use. The following positions are authorized to hold a Lumpkin County Purchasing Card:

- A. 5 Commissioners (Chairman, Seats 1-4)
- B. County Manager
- C. Special Projects Director
- D. Director of Finance and Purchasing
- E. Purchasing Agent
- F. Finance Representative (Designated for hotel and training reservations)
- G. County Clerk
- H. Deputy County Clerk
- I. Fleet Administrative Coordinator
- J. Emergency Management Director
- K. Emergency Management Deputy Director

Each individual Cardholder must sign a Cardholder Agreement (see attached).

Exhibit "A"

D. CARDHOLDER LIABILITY

The Purchasing Card is a corporate charge card obtained under the State of Georgia's contract which will not affect the Cardholder's personal credit; however, it is the Cardholder's responsibility to ensure that the card is used within stated guidelines. Failure to comply with program guidelines may result in permanent revocation of the card, notification of the situation to management, and further disciplinary measures that may include termination.

E. CARDHOLDER TERMINATION

The Purchasing Card Administrator may suspend or close an account if a Cardholder: (a) transfers to a new job for which a Purchasing Card is not approved; (b) violates any of the P-Card rules detailed below.

Violations:

1. The Purchasing Card is used for personal or unauthorized purposes.
2. The Purchasing Card is used to purchase alcoholic beverages or any substance, material, or service which violates policy, law, or regulation pertaining to the County.
3. The Cardholder splits a purchase to circumvent the limitations of the Purchasing Card.
4. Use another Cardholder's card to circumvent the purchase limit assigned to either Cardholder or the limitations of the Purchasing Card.
5. The Cardholder fails to provide the required receipts.
6. The Cardholder fails to provide, when requested, information about any specific purchase.
7. The Cardholder does not adhere to all of the Purchasing Card Operations and Procedures.

F. LOST, MISPLACED, OR STOLEN PURCHASING CARDS

Immediately report a lost or stolen card to the State of Georgia's contracted vendor as noted on the back of the purchasing card (24 hours per day, 365 days per year). In addition, during normal business hours, notify the Director of Finance & Purchasing; the Purchasing Card Administrator should be notified in the Director of Finance & Purchasing's absence.

G. CREDITS

Vendors will issue all credits to the individual Purchasing Card account for any item they have agreed to accept for return. This credit will appear on a subsequent statement. Under no circumstances should a Cardholder accept cash in lieu of a credit to the Purchasing Card.

Exhibit "A"

H. UNRESOLVED DISPUTES AND BILLING ERRORS

The Cardholder is responsible for contacting the vendor to resolve any disputed charges or billing errors. If the matter is not resolved with the vendor, the Cardholder should:

- A. Contact Bank of America at 1-877-859-7657 directly for assistance.
- B. Mail or fax to Bank of America at 1-888-678-6046 a signed Bank of America Dispute Form to document the reason for the dispute.
- C. Contact the Director of Finance & Purchasing for assistance if an acceptable resolution is not obtained.
- D. The total amount billed by Bank of America will be charged to the individual departmental accounts, and credits for disputed transactions will be posted to departmental accounts when the credit appears on the Bank of America bill.

I. SECURITY AND STORAGE

Cardholders should always treat the Purchasing Card with at least the same level of care as one does their own personal credit cards. The card should be maintained in a secure location, and the card account number should be carefully guarded.

J. PURCHASING CARD SET UP, MAINTENANCE, AND CLOSURE

All contact with Bank of America for Purchasing Card set up, maintenance, and closure (except for reporting lost or stolen cards) will be handled by the Director of Finance & Purchasing, County Clerk, or Purchasing Agent.

K. USE BY NON-PURCHASING CARD HOLDER

On occasion, it may be necessary for a Lumpkin County employee who does not hold a Purchasing Card to make purchases using a P-Card. All P-Card purchases by employees who are not P-Card holders shall obtain approval from the Director of Finance & Purchasing. Once approved, the employee may retrieve the P-Card from the Finance Department and shall sign for receipt of the card. When the necessary purchase is complete, the employee shall return the P-Card to the Finance Department.

Exhibit "A"

FLEET CARD PURCHASES**A. USES**

This section applies to the use of Fleet Cards issued by Lumpkin County Government via the State of Georgia's contract for the purchase of fuel (gasoline or diesel) for vehicles and equipment listed on the Lumpkin County Government Fixed Asset Inventory.

B. GUIDELINES FOR USE

The following are guidelines of Lumpkin County Fleet Card use:

1. A fleet card shall be assigned to each vehicle or large piece of equipment in the Lumpkin County Government fleet of vehicles/equipment. This card may only be used by authorized employees of Lumpkin County Government who have been issued a PIN to refuel fleet vehicles or equipment.
2. Employees must use the county fueling station on Barlow Road for fueling vehicles and equipment. The exceptions are during out of town travel or when it is unreasonable to travel to the fueling station to obtain fuel, such as during roadwork in outlying locations. In addition, outlying fire station vehicles and equipment should be fueled at the nearest available service station and should not travel to the county fueling station.
3. Aside from fueling station use, the fleet card shall only be used at authorized dealers as determined by the contract between Lumpkin County Government, the State of Georgia, and Write Express. (The Lumpkin County Government Office of Financial Administration will provide a list as updates warrant distribution.) If an employee must travel outside Lumpkin County, the employee should obtain a listing of authorized dealers, prior to departure, within their travel route and use those vendors to refuel the vehicle. Transactions on the card will be limited to three (3) per day with dollar limits to be established by the Lumpkin County Government Finance Department.
4. Each department head or elected official will receive a report of his/her respective department's usage and shall review the document for accuracy as well as check for patterns of high usage, which could indicate misuse or abuse of the card.
5. The Lumpkin County Government Office of Financial Administration shall be the primary contact for all fleet card issues and shall be responsible for reconciliation of the monthly statement from Wright Express. For the purposes of reconciliation, each user shall obtain a receipt at the time of sale and shall return said receipt to the Lumpkin County Government Finance Department by close of business on the first day after the end of the preceding month.
6. If an employee is found to have used the fleet card in a fraudulent manner or has abused the card for the benefit of personal gain, the employee shall be subject to reprimand (verbal or written), forced to repay the County for the fraudulent charges, and/or subject to termination. These actions are subject to review by the County Manager and the Human Resources Director.



Lumpkin County, Georgia

Special Projects Department

Date:	January 18, 2022
Agenda Item:	Health Department Request to Install Generator Back-Up System
Item Description:	Health Department Request to Install Generator Back-Up System. The Lumpkin County Health Department is requesting permission to install a back-up generator system.
Facts & Historical Information:	The Lumpkin County Health Department is requesting permission to install a back-up generator system at the building located at 60 Mechanicsville Road, Dahlonega, GA. The back-up generator is for the preservation of vaccines in the event of an extended power outage. The system will consist of a propane powered 10kw air cooled generator a 200amp Generac Smart Switch and a 325-gallon propane tank. The system will run the vaccine refrigerator and freezer, some lighting and a few electrical outlets. Installation of the system requires an update to the building's electrical panel and adding a propane tank and hook-up. The Health Department currently has \$93,929.44 in vaccines which potentially could be lost if the building experiences an extended power outage. This generator system would allow for the preservation of the vaccines for 5-6 days in the event of a power outage. All cost associated with the installation of this system would be the responsibility of the Lumpkin County Health Department. All maintenance cost for this system would be the responsibility of the Lumpkin County Health Department. Refueling of the propane tank would be the responsibility of the Health Department.
Potential Courses Of Action:	1. Approve the agreement with the Lumpkin County Health Department to install a generator back-up system. 2. Do not approve the agreement with the Lumpkin County Health Department to install a generator back-up system.
Budget Impact:	There would be no impact to the budget as the Health Department would be responsible for the installation and maintenance of the generator back-up system.
Staff Recommendation:	Approve the agreement with the Lumpkin County Health Department to install a generator back-up system.

Attachments:

Generator Back-Up Contract

Attachment A

Attachment B

AGREEMENT BETWEEN LUMPKIN COUNTY HEALTH DEPARTMENT AND THE COUNTY OF LUMPKIN FOR THE INSTALLATION OF A GENERATOR BACK-UP SYSTEM.

WHAT: Installation of a back-up generator system for the preservation of vaccines in the event of an extended power outage. This will be a small system to run the vaccine refrigerator and freezer, some lighting and a few electrical outlets. The system is estimated to run approximately 5-6 days on 250 gallons. Installation of system requires an update to the building's electrical panel and adding a propane tank and hook-up to run the system.

WHY: Cost savings of vaccines and safety of staff. *See attachment A.

COST: Lumpkin County Health Department will be responsible for the entire cost of installation, including gas connection. *See attachment B.

MAINTENANCE: Lumpkin County Health Department will be responsible for the cost of maintaining the system, including refueling of the propane tank.

The County of Lumpkin, gives permission to the Lumpkin County Health Department, to make changes to the building at 60 Mechanicsville Road, Dahlonega, GA 30533, limited to; only those changes needed for installation of a generator back-up system.

The Lumpkin County Health Department agrees to all financial responsibility for the installation and maintenance of generator system.

This agreement has been signed on behalf of the County of Lumpkin by, _____ and on behalf of the Lumpkin County Health Department by, **Jessica Baker, RN** and will be effective as of the date signed by both parties.

BY: County of Lumpkin

Signature _____ Date _____

BY: Lumpkin County Health Department

Signature _____ Date _____

BY: Witness

Signature _____ Date _____

Printed Name of Witness _____

Attachment: Generator Back-Up Contract (2022-001 : Health Department Request to Install Generator Back-Up System)

Attachment A
including next 6 pages

Lumpkin County Health Department- Current vaccine inventory and cost as of December 17th, 2021.

- County Purchased (purchased by the Health Department)- \$37,083.09
- State Purchased (including COVID-19 vaccines)- \$56,846.35

Total Vaccine cost- \$93,929.44

County Purchase Vaccine Inventory Cost

<u>Vaccine</u>	<u>Doses</u>	<u>Cost/Dose</u>	<u>Total Cost</u>
Kinrix	5	\$46.60	\$233.00
Flublok	112	\$54.25	\$6,076.00
Fluzone HD	70	\$54.25	\$3,797.50
Flulaval	134	\$16.54	\$2,216.36
Twinrix (Hep A/B)	14	\$85.55	\$1,197.70
Hep A Pediatric	10	\$28.44	\$284.44
Hep A Adult	7	\$40.70	\$284.90
Hep B Vaccine Adult	13	\$43.08	\$560.04
Hep B Vaccine Pediatric	20	\$16.31	\$326.20
Heplisav-B	9	\$92.36	\$831.24
HPV	14	\$239.29	\$3,350.06
Polio	10	\$64.00	\$640.00
MMR	19	\$82.50	\$1,567.50
Meninjooccal B	15	\$182.75	\$2,741.25
Menquadfi	18	\$131.04	\$2,358.72
P13	10	\$230.00	\$2,300.00
Pentacel	5	\$95.82	\$479.10
PPV	9	\$110.45	\$994.05
Shingrix	15	\$154.28	\$2,314.20
TDAP	24	\$37.58	\$901.92
Tetanus/Diphtheria	9	\$30.34	\$273.06
Vaxelis	10	\$121.88	\$1,218.80
Varicella	15	\$142.47	\$2,137.05

Total Cost of County Vaccine Inventory:

\$37,083.09

VFC / GIP
Vaccine Accountability Statement
District 2 Lumpkin County Health Department
November 2021

12/16/2021 09:01:06

Report Item & Cost		A	+B	=C	-D	-E	-F	=G	-H	=I*	I*Cost	E*Cost	J*
		Doses you counted in Inventory	Shipped to Office	Available in your Office	Doses you reported used	Spoiled or expired	Returned or transferred	What we expected in Inventory	What you counted in Inventory	Counted Inventory differs from expected by	\$Value of negative difference	\$Value of spoiled/expired	Doses Presumed Needed
		10/31/2021	November	November	November	November	November	11/30/2021	11/30/2021			November	
DAPTACEL\SV	\$ 17.61	15	0	15	0	0	0	15	15				0
INFANRIX\SS	\$ 18.19	0	0	0	0	0	0	0	0				0
INFANRIX\SV	\$ 18.19	0	0	0	0	0	0	0	0				0
VAXELIS\SS	\$ 91.59	19	0	19	1	0	0	18	18				0
KINRIX\SS	\$ 40.64	15	0	15	0	0	0	15	15				0
QUADRACE\SV	\$ 39.57	0	0	0	0	0	0	0	0				0
PEDIARIX\SS	\$ 57.97	14	0	14	0	0	0	14	14				0
PENTACEL\SV	\$ 61.65	9	0	9	0	0	0	9	9				0
IPOL\MV	\$ 13.30	16	0	16	0	0	0	16	16				0
VAQTAPED\SV	\$ 19.29	0	0	0	0	0	0	0	0				0
VAQTAPED\SS	\$ 19.29	0	0	0	0	0	0	0	0				0
HAVPEDS\SS	\$ 18.68	27	0	27	1	0	0	26	26				0
ENGXPED\SS	\$ 16.02	25	0	25	0	0	0	25	25				0
RECOMPED\SV	\$ 12.30	0	0	0	0	0	0	0	0				0
RECOMPED\SS	\$ 12.30	0	0	0	0	0	0	0	0				0
ACTHIB\SV	\$ 9.55	10	0	10	0	0	0	10	10				0
PEDVXHIB\SV	\$ 12.79	0	0	0	0	0	0	0	0				0
HIBERIX\SV	\$ 9.46	0	0	0	0	0	0	0	0				0
GARDASIL9\SS	\$ 168.10	24	0	24	2	0	0	22	22				0
MENACTRA\SV	\$ 100.05	0	0	0	0	0	0	0	0				0

Attachment: Attachment A (2022-001 : Health Department Request to Install Generator Back-Up System)

VFC / GIP
Vaccine Accountability Statement
District 2 Lumpkin County Health Department
November 2021

12/16/2021 09:01:06

		A	+B	=C	-D	-E	-F	=G	-H	=I*	I*Cost	E*Cost	J*
		Doses you counted in Inventory	Shipped to Office	Available in your Office	Doses you reported used	Spoiled or expired	Returned or transferred	What we expected in Inventory	What you counted in Inventory	Counted Inventory differs from expected by	\$Value of negative difference	\$Value of spoiled/ expired	Doses Presumed Needed
Report Item & Cost		10/31/2021	November	November	November	November	November	11/30/2021	11/30/2021			November	
MENVEO\SV	\$ 99.85	0	0	0	0	0	0	0	0				0
MENQDFI\SV	\$ 100.05	34	25	59	8	0	0	51	51				0
BEXSERO\SS	\$ 122.95	17	0	17	2	0	0	15	15				0
TRUMENBA\SS	\$ 100.98	0	0	0	0	0	0	0	0				0
MMRII\SV	\$ 20.59	15	0	15	1	0	0	14	14				0
PROQUAD\SV	\$ 118.72	19	0	19	1	0	0	18	18				0
PREVNR13\SS	\$ 126.97	16	0	16	1	0	0	15	15				0
ROTATEQ\ST	\$ 69.12	0	0	0	0	0	0	0	0				0
ROTARIX\SV	\$ 91.05	9	0	9	1	0	0	8	8				0
TENIVAC\SV	\$ 19.69	0	0	0	0	0	0	0	0				0
TENIVAC\SS	\$ 19.69	15	0	15	2	0	0	13	13				0
ADACEL\SV	\$ 30.99	0	0	0	0	0	0	0	0				0
ADACEL\SS	\$ 30.89	0	0	0	0	0	0	0	0				0
BOOSTRIX\SV	\$ 31.95	0	0	0	0	0	0	0	0				0
BOOSTRIX\SS	\$ 32.24	27	30	57	3	14	0	40	40			\$ 451.36	0
VARIVAX\SV	\$ 92.72	19	0	19	5	0	0	14	14				0
HAVRIXAD\SV	\$ 25.73	0	0	0	0	0	0	0	0				0
HAVRIXAD\SS	\$ 27.68	20	0	20	0	0	0	20	20				0
VAQTA-AD\SS	\$ 27.68	0	0	0	0	0	0	0	0				0
VAQTA-AD\SV	\$ 25.73	0	0	0	0	0	0	0	0				0

Attachment: Attachment A (2022-001 : Health Department Request to Install Generator Back-Up System)

VFC / GIP
Vaccine Accountability Statement
District 2 Lumpkin County Health Department
November 2021

12/16/2021 09:01:06

		A	+B	=C	-D	-E	-F	=G	-H	=I*	I*Cost	E*Cost	J*
		Doses you counted in Inventory	Shipped to Office	Available in your Office	Doses you reported used	Spoiled or expired	Returned or transferred	What we expected in Inventory	What you counted in Inventory	Counted Inventory differs from expected by	\$Value of negative difference	\$Value of spoiled/ expired	Doses Presumed Needed
Report Item & Cost		10/31/2021	November	November	November	November	November	11/30/2021	11/30/2021			November	
TWINRIX\SV	\$ 55.35	0	0	0	0	0	0	0	0				0
TWINRIX\SS	\$ 54.66	0	0	0	0	0	0	0	0				0
ENGXB AD\SV	\$ 25.33	0	0	0	0	0	0	0	0				0
ENGXB AD\SS	\$ 28.55	14	0	14	1	0	0	13	13				0
RECMB-AD\SV	\$ 23.78	0	0	0	0	0	0	0	0				0
RECOM-AD\SS	\$ 27.73	0	0	0	0	0	0	0	0				0
PPV23\SS	\$ 66.20	29	0	29	1	0	0	28	28				0
SHINGRIX\SV	\$ 98.89	21	0	21	9	0	0	12	12				6
FLUVAL4\SS	\$ 14.25	279	0	279	18	0	0	261	261				0
FZ4 > 6M\MV	\$ 14.15	0	0	0	0	0	0	0	0				0
FLUZN\SV	\$ 13.76	0	0	0	0	0	0	0	0				0
FLUZN\SS	\$ 13.76	6	0	6	6	0	0	0	0				0
FLURXPF4\SS	\$ 13.75	30	0	30	0	0	0	30	30				0
FLUMIST4\IS	\$ 18.88	0	0	0	0	0	0	0	0				0
FLUCEL4\SS	\$ 16.02	0	0	0	0	0	0	0	0				0
TD\SV	\$ 12.51	0	0	0	0	0	0	0	0				0
AFLUR\MV	\$ 12.45	0	0	0	0	0	0	0	0				0
AFLUR.25\SS	\$ 13.26	0	0	0	0	0	0	0	0				0
AFLUR.5\SS	\$ 13.26	0	0	0	0	0	0	0	0				0
COV19MOD\MV	\$ 16.02	52	760	812	587	18	0	207	572	365 Over		\$ 288.36	0

Attachment: Attachment A (2022-001 : Health Department Request to Install Generator Back-Up System)

VFC / GIP
Vaccine Accountability Statement
District 2 Lumpkin County Health Department
November 2021

12/16/2021 09:01:06

		A	+B	=C	-D	-E	-F	=G	-H	=I*	I*Cost	E*Cost	J*
		Doses you counted in Inventory	Shipped to Office	Available in your Office	Doses you reported used	Spoiled or expired	Returned or transferred	What we expected in Inventory	What you counted in Inventory	Counted Inventory differs from expected by	\$Value of negative difference	\$Value of spoiled/ expired	Doses Presumed Needed
Report Item & Cost		10/31/2021	November	November	November	November	November	11/30/2021	11/30/2021			November	
CO19JAN\MV	\$ 0.01	124	0	124	29	40	0	55	55			\$ 0.40	0
COV19PFI\MV	\$ 22.00	115	180	295	52	68	36	139	144	5 Over		\$ 1,496.00	0
FLUCEL\MV	\$ 15.15	0	0	0	0	0	0	0	0				0
HEPLSAVB\SS	\$ 69.75	20	0	20	1	0	0	19	19				0
Value of Available: \$ 56,846.35													
												Totals:	
												\$ 0.00	\$ 2,236.12
												Grand Totals:	\$ 2,236.12

VFC / GIP
Vaccine Accountability Statement
District 2 Lumpkin County Health Department
November 2021

12/16/2021 09:01:06

	A	+B	=C	-D	-E	-F	=G	-H	=I*	I*Cost	E*Cost	J*
	Doses you counted in Inventory	Shipped to Office	Available in your Office	Doses you reported used	Spoiled or expired	Returned or transferred	What we expected in Inventory	What you counted in Inventory	Counted Inventory differs from expected by	\$Value of negative difference	\$Value of spoiled/ expired	Doses Presumed Needed
Report Item & Cost	10/31/2021	November	November	November	November	November	11/30/2021	11/30/2021			November	

Important: If Trade Name\Presentation Type preference was selected, the preference is indicated by leading '#' and italicized text.

I* - Negative numbers in the "Counted Inventory differs from expected by" column indicate unaccounted for vaccine.
Positive numbers in the "Counted Inventory differs from expected by" column indicate that your office has more vaccine than expected.

If there are differences listed in this column, check for the following:

Miscounted inventory	Failure to report vaccines received from or sent to another provider
Data entry errors	Outbound transfers that have not yet been accepted by the receiving site
Failure to report spoiled or expired vaccine	Error correction reason code adjustments

Vaccine inventories should be taken after the last patient has been seen on the last day of the reporting period.

I*Cost - Lists the purchase value of unaccounted for doses. Reminder; doses unaccounted for in excess of 5% within the calendar year must be replaced by the provider.

E*Cost - Value of spoiled and expired vaccines. VFC requires providers to report expired vaccine 90 days prior to expiration. Unreported vaccines will count against the 5% annual wastage allowance.

J* Doses Presumed Needed - Based on a formula designed to maintain provider inventory at a 2-3 month level. Formula: [the most recent month's use] times 3 minus [number of doses reported as inventory] equals Doses Presumed Needed.

Attachment: Attachment A (2022-001 : Health Department Request to Install Generator Back-Up System)



111 Confederate Ave
Jasper, GA 30143
Tel: (706) 253-7737
Fax: (706) 253-7739

Date

Customer Name
Address line 1
Address line 2

Subject: 10kW Automatic Standby Generator Proposal

Dear Mr. or Mrs. :

Thank you for the opportunity to conduct an in-home survey and review your standby power needs in detail. At Power Solutions Unlimited, Inc., we strive to provide our customers with the best automatic standby solution and offering Generac automatic standby generators allows us to offer the generator and transfer switch option that meets your unique requirements. Based on our in-home survey and discussions, we are pleased to offer you:

(1) Model – 10 kW Air-Cooled Standby Generator Aluminum Enclosure

(1) Model – Generac Smart Switch, Non-service Rated, 200 amps, 120/240, 1Ø, NEMA 3R

(1) Generator Installation: Includes wiring of automatic transfer switch to main distribution panel, generator wiring, Genpad, breaker box for refrigerators, Frist service, Delivery and placement, start-up (adjustments to factory specifications), Battery, and all applicable taxes. Excluding gas connection.

Installed Price: \$9,085.00

New Installations typically require a 50% down payment

50% down is: **\$4,542.50**

Accessory Options Available for Purchasing:

We also recommend the following accessory options for your generator to maximize convenience and simplify maintenance for years of reliable standby power. Please check the additional items you would like to include:

X Generac – WiFi Generator Monitoring

\$ FREE 1st Year

Early detection of problems through historic analysis, Real-time alerts sent directly to your desktop, laptop or phone, Increased customer confidence, Minimized customer downtime. This price includes the first year of Generac WiFi monitoring. Yearly monitoring afterwards will be **\$49.99**

☐ **Whole House Surge Protection** **\$ 250.00**

PSP whole house surge protector is designed to be the first line of defense against power surges and lightning strikes

☒ **7-Year Extended Warranty** **FREE**

Added protection, Generac 7-Year Extended Warranty covers 7 years parts and 7 years labor.

☐ **10-Year Extended Warranty** **\$ 995.00**

Added protection, Generac 10-Year Extended Warranty covers 10 years parts and 10 years labor.

☐ **Semi-Annual Scheduled Maintenance Agreement** **\$ 340.00**

Extend life and ensure optimal performance. Includes engine oil, up to 64 point inspection, and electrical inspection, simulated power outage and load transfer (upon request), and necessary replacement of wear items such as spark plugs, filters, and fuses. Includes One major service and one Inspection.

Generac is the #1 standby generator on the market today. Power Solutions Unlimited, Inc. is a factory-authorized and certified dealer, trained in the proper application, installation, warranty and service of all Generac automatic standby generators, offering 24 hour emergency service assuring you the highest quality service and support for your generator.

Thank you for the opportunity to offer a Generac automatic standby generator to protect your home and family during a power outage. We will contact you to answer any additional questions and finalize the details of the installation of your automatic standby generator. Please feel free to contact us at 706-253-7737 at any time and visit our website at psu24-7.com.

Sincerely,

Scott Fowler
Owner

Power Solutions Unlimited, Inc. will not be responsible for any modifications not regarding the Generator project that may be required by the county inspector.

I accept this proposal and the Accessory Items checked above and wish to proceed with the purchase and installation of my Generac automatic standby generator.

Customer Name/Signature

Date

Estimated Propane Gas Hook-up

- Lease of Tank: \$50.00 - \$60.00 annually (tank size 325 gallons, 30 inch diameter x 119" long)
- Installation charges: \$100.00 per hour
- Gas gauge: \$75.00
- Gas line/pipe: \$3.00 - \$4.00 per foot
- Fill tank: 250 gallons @ weekly rate (as of 12/13/2021 – average \$2.35/gallon)



Lumpkin County, Georgia

Finance Department

Date: January 18, 2022

Agenda Item: Mauldin & Jenkins - 2021 Audit Engagement Letter

Item Description: Mauldin & Jenkins – 2021 Audit Engagement Letter. 2021 Audit engagement letter that identifies the applicable financial reporting framework, single audit standards, and the expected form and 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 & Jenkins was the successful proposer. This engagement letter is for the year ending December 31, 2021. 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 February 28, 2022 and states that reports will be issued no later than June 30, 2022. 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 2021 are \$59,000 base audit, landfill assurance, and single audit since the county’s federal awards exceeded \$750,000 in 2021. The Development Authority will be presented as a component unit but will be billed separately from the County’s audit fee.

2021 Audit Team and number of years working on the County’s audit:

Adam Fraley, Partner	15 years
Christopher McKellar, Director	6 years
Will Derzis, Manager	5 years
Allison Whitworth, Manager	5 years
Harrison Capps, Senior Associate	0 years
Sydney Kirkpatrick, Associate	1 year
Hunter Akins, Intern	0 years

Partners, Directors, and Managers provide high-level service on the County’s audit, such as financial statement preparation, reviews, and complex issues that may arise. They also provide continuity from year to year. Senior Associates, Associates, and Interns complete field work and offer fresh perspective when conducting the audit.

Potential Courses Of Action:

- A. Approve the signing of the audit letters as presented and previously negotiated.
- B. Request changes to the engagement letter and/or audit team.

Budget Impact:

Audit fees are included in the 2022 budget.

Staff Recommendation: **Approve the signing of the audit letters as presented.**

Attachments:

Lumpkin County Engagement Letter - Single Audit

Lumpkin County Landfill Assurance AUP Engagement Letter 2021

Lumpkin County Landfill Assurance Engagement Letter 2021



January 10, 2022

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 Lumpkin County, Georgia (the County) for the year ended December 31, 2021.

Audit Scope and Objectives

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 disclosures, which collectively comprise the basic financial statements, of Lumpkin County, Georgia as of and for the year then ended. We will obtain and place reliance on the report of other auditors for Lumpkin County Health Department, a discretely presented component unit of the County. Accounting standards generally accepted in the United States of America (GAAP) 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 (GAAS). 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 GAAP 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

Lumpkin County, Georgia - 2021 Engagement Letter

January 10, 2022

Page 2

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 GAAS 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.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory section
2. Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and 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. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on -

- Internal control over financial reporting and compliance with 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).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; 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

Lumpkin County, Georgia - 2021 Engagement Letter

January 10, 2022

Page 3

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. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable 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 an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS 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 on 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.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and 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.

We plan to obtain and place reliance on the report of other auditors for Lumpkin County Health Department, 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 Lumpkin County Health Department provide sufficient and appropriate audit

Attachment: Lumpkin County Engagement Letter - Single Audit (2022-002 : Mauldin & Jenkins - 2021 Audit Engagement Letter)

evidence on which to base our overall opinion on the aggregate discretely presented component units.

We have identified the following significant risk of material misstatement as part of our audit planning:

1. Management's override of internal controls.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. 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. Accordingly, we will express no such opinion. 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 Lumpkin County, Georgia'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 Lumpkin County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Lumpkin 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.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility 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 accounting principles generally accepted in the United States of America; 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.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). 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, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform

Lumpkin County, Georgia - 2021 Engagement Letter

January 10, 2022

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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. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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 of each opinion unit 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. You are 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.

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. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

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, and COVID-19 related concepts, such as lost revenues, if applicable) 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.

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 Scope and 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.

Engagement 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 Lumpkin County, Georgia; 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, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Georgia Department of Audits and Accounts or its designee, 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 February 28, 2022 and to issue our reports no later than June 30, 2022. 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 \$59,000 for the year ended December 31, 2021. This fee includes the

performance of a Single Audit of one (1) major program, and the 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 \$6,500. 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) 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.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the County Commission for Lumpkin County, Georgia. We will make reference to other auditor's report on Lumpkin County Health Department in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. 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.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state (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 state 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.

Lumpkin County, Georgia - 2021 Engagement Letter

January 10, 2022

Page 10

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 below 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: _____

Attachment: Lumpkin County Engagement Letter - Single Audit (2022-002 : Mauldin & Jenkins - 2021 Audit Engagement Letter)



January 10, 2022

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, 2021. 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, 2021. The County's ratio value will be compared to 0.20, the maximum threshold established by the regulations.

Lumpkin County, Georgia
January 10, 2021
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, 2021. 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, 2020 and 2021. 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 operating deficit requirement for the year ending December 31, 2021 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, 2021 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, 2021 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, 2021, 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 10, 2021
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 February 28, 2022 and, unless unforeseeable problems are encountered, the engagement should be completed by June 30, 2022.

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 10, 2021
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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, 2021. 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 10, 2021
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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: _____



January 10, 2022

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, 2021. 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, 2021 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 10, 2022
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, 2021 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, 2021 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 10, 2022
Page 3

We plan to begin our procedures in February 28, 2022 and, unless unforeseeable problems are encountered, the engagement should be completed by June 30, 2022. 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, 2021. 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: _____



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 18, 2022

Agenda Item: Election of Vice Chairman

Item Description: Election of Vice Chairman



Lumpkin County, Georgia

County Clerk Department

Date:	January 18, 2022
Agenda Item:	Alcoholic Beverage License - Trattoria Restaurant
Item Description:	Alcoholic Beverage License - Trattoria Restaurant. This is for the issuance of an alcoholic beverage license for Beer/Wine & Distilled Spirits Consumption sales located at 946 Via Montaluce, Dahlonega, GA 30533.
Facts & Historical Information:	Matthew Garner is applying for ZA2GA Wine Co., LLC dba Trattoria de Montaluce to obtain a Beer/Wine & Distilled Spirits Consumption sales alcoholic beverage license.
Potential Courses Of Action:	A. Approve the license. B. Deny the license
Staff Recommendation:	Approve the alcoholic beverage license.



Lumpkin County, Georgia

Finance Department

Date: January 18, 2022

Agenda Item: 2020 SPLOST 2022 Work Plan

Item Description: 2020 SPLOST 2022 Work Plan. Request to approve work plan on 2020 SPLOST.

Facts & Historical Information:

The voters of Lumpkin County approved a referendum on May 22, 2018 for the imposition of a 1% sales tax to fund various projects as outlined in the attached presentation. Prior to the referendum, the city and county met and agreed upon a division of the tax at a rate of 21% and 79% respectively. Staff once again recommends the use of work plans to manage the program. The use of an annual program method ensures that programs stay within budget and affords the Board an opportunity for input on the development of the program. All projects presented fall within the guidelines of the tax and the program approved by the voters.

Potential Courses Of Action:

1. Approve this plan as presented.
2. Amend the plan. The Board could choose to approve only a portion or make additions to the plan as presented.
3. Not approve the work plan for 2022. This is the least favorable option as the county needs to make certain payments prior to 2023.

Budget Impact:

Having the program adopted ensures we are able to cash flow projects and keep the SPLOST program on track. Having an approved, or even an amended plan also helps keep us in compliance and in a favorable standing for our audit as we have a complete and accurate record of the decisions of the Board in relation to the 2020 SPLOST program.

Staff Recommendation:

Attachments:

Lumpkin County 2020 SPLOST 2022 Work Plan yr 3

LUMPKIN COUNTY 2020 S.P.L.O.S.T.

2022 WORK PLAN - DRAFT
DECEMBER 11, 2021

S.P.L.O.S.T. 2020 REFERENDUM STATEMENT

“Shall a special one percent sales and use tax be imposed in the special district of Lumpkin County for a period of time not to exceed Six (6) years and for the raising of an estimated amount of \$18,900,000 for the purpose of (1) funding ECONOMIC DEVELOPMENT, WATER AUTHORITY SYSTEM IMPROVEMENTS, LUMPKIN COUNTY LIBRARY, JUDICIAL ACQUISITION CONTRACT PAYMENTS, ROADS AND BRIDGES EQUIPMENT, VEHICLES, RESURFACING, IMPROVEMENTS AND SHERIFF’S DEPARTMENT EQUIPMENT AND VEHICLES for Lumpkin County, and (2) funding ROADS AND BRIDGES RESURFACING AND IMPROVEMENTS, STORM-WATER INFRASTRUCTURE AND WATER & SEWER SYSTEM IMPROVEMENTS for the City of Dahlonega?”

2020 S.P.L.O.S.T. PROJECTS

- A1 Judicial Center Acquisition Contract Payments
- A2 Economic Development
- A3 Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements
- A4 Lumpkin County Library
- A5 Sheriff's Department Equipment & Vehicles
- A6 Water Authority System Improvements

- B1 City of Dahlonega:
 - Roads & Bridges Resurfacing & Improvements
 - Storm-water Infrastructure
 - Water & Sewer System Improvements

LUMPKIN COUNTY S.P.L.O.S.T.

- 2020 SPLOST Referendum \$18,900,000
 - Lumpkin County Share 79% \$14,931,000
 - City of Dahlonega Share 21% \$ 3,969,000

- Program to Date Collections \$ 7,423,714
- Remaining Collections (estimated) \$13,912,500

- Projected 2020 SPLOST (based on '14 program)
Collections \$21,336,214
 - Lumpkin County Share \$16,855,609
 - City of Dahlonega \$ 4,480,605

2020 S.P.L.O.S.T. EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR 3 (LUMPKIN CO. SHARE)

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1	2020	\$ 2,612,907	Actual
YR2	2021	\$ 3,666,577	Estimated
YR3	2022	\$ 2,488,500	Estimated
YR4	2023	\$ 2,488,500	Estimated
YR5	2024	\$ 2,488,500	Estimated
YR6	2025	\$ 2,488,500	Estimated
YR7	2026	\$ 622,125	Estimated
TOTAL		\$16,855,609	

2020 S.P.L.O.S.T. PROPOSED PROJECT BUDGETS

	Description	Budget as Adopted
A1	Judicial Acquisition Contract Payments	\$ 4,717,410
A2	Economic Development	\$ 2,000,000
A3	Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements	\$ 1,953,590
A4	Lumpkin County Library	\$ 1,000,000
A5	Sheriff's Department Equipment and Vehicles	\$ 1,260,000
A6	Water Authority System Improvements	<u>\$ 4,000,000</u>
Total Projected 2020 SPLOST Program		\$14,731,000

2020 S.P.L.O.S.T. PRO-RATA DISTRIBUTION 19 CHECKS RECEIVED (LC SHARE)

PRO-RATA DISTRIBUTION	%	TOTAL
A1 – Judicial Center Acquisition Contract Payments	31.59%	\$1,852,669
A2 – Economic Development	13.40%	\$785,874
A3 - Roads and Bridges Equipment, Vehicles, Resurfacing, Improvements	13.08%	\$767,107
A4 – Lumpkin County Library	6.70%	\$392,937
A5 - Sheriff's Department Equipment and Vehicles	8.44%	\$494,984
A6 - Water Authority System Improvements	26.79%	\$1,571,162

2020 S.P.L.O.S.T. PROGRAM – PROPOSED YR3 – 2022 PROJECTS

<u>Proposed Projects</u>	<u>Expended PTD</u>	<u>Encumbered</u>	<u>2022 Requests</u>	<u>2022 Approved</u>
A1 – Judicial Center Acquisition Contract Payments	1,098,578	452,132	762,061	
A2 – Economic Development	780,000			
A3 – Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements	182,829	1,573,257		
A4 – Lumpkin County Library		1,000,000		
A5 – Sheriff's Department Equipment & Vehicles	86,418	183,582	225,000	
A6 – Water Authority System Improvements	<u>787,902</u>	<u>330,472</u>	<u>659,953</u>	
Totals	2,935,727	3,539,443	1,830,324	

Projected Collections by the end of 2022 (Year 3) - \$8,767,984

Total Expended, Encumbered, & Requested through 2022 (Year 3) - \$8,308,494

DISCUSSION



Lumpkin County, Georgia

Finance Department

Date: January 18, 2022

Agenda Item: 2019 TSPLOST 2022 Work Plan

Item Description: 2019 TSPLOST 2022 Work Plan. Request to approve work plan on the 2019 TSPLOST.

Facts & Historical Information:

The voters of Lumpkin County approved a referendum in March of 2019 for the imposition of a 1% sales tax to fund road improvements and equipment. Prior to the referendum, the city and county met and agreed upon a division of the tax at a rate of 21% and 79% respectively. The use of an annual program method ensures that programs stay within budget and affords the Board an opportunity for input on the development of the program. All projects presented fall within the guidelines of the tax and the program approved by the voters. This work plan covers the joint project, county paving projects on various county roads and equipment for the road department. The proposed work plan was prepared with Public Works staff and is attached for reference.

Potential Courses Of Action:

1. Approve this plan as presented.
2. Amend this plan as presented. The Board could choose to approve only a portion or make additions to the plan as presented.
3. Not approve the work plan for 2022. This is the least favorable option, as the county would not be able to move forward with paving projects.

Budget Impact:

Having the program adopted ensures we are able to cash flow projects and keep the TSPLOST program on track. Having an approved, or even an amended plan, also helps keep us in compliance and in a favorable standing for our audit, as we have a complete and accurate record of the decisions of the Board in relation to the Road Maintenance & Improvement Tax (TSPLOST) program.

Staff Recommendation:

Attachments:

Lumpkin County 2019 TSPLOST 2022 Work Plan yr 4

LUMPKIN COUNTY 2019 T.S.P.L.O.S.T.

2022 WORK PLAN
DECEMBER 11, 2021

ROAD MAINTENANCE AND IMPROVEMENT TAX 2019 REFERENDUM STATEMENT

“Shall a special one percent sales and use tax be imposed in the Special District of Lumpkin County for a period of time not to exceed five (5) years and for the raising of an estimated amount of \$15,000,000 for transportation purposes?

If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Lumpkin County in the principal amount of \$11,910,000 for the purpose of funding County Projects, a joint County Project and City Project, capitalized interest on the debt and the costs of issuing the debt.

If the imposition of the tax is approved by the voters in the City of Dahlonega, such vote shall also constitute approval of the issuance of general obligation debt of the City of Dahlonega in the principal amount of \$2,160,000 for the purpose of funding City Projects, capitalized interest on the debt and the costs of issuing the debt.”

2019 T.S.P.L.O.S.T. PROJECTS

- A1 Joint – Lumpkin County & City of Dahlonega
- B1 Roads and Bridges – Paving, Striping, Maintenance, Construction & Improvements
- B2 Road Maintenance Equipment

LUMPKIN COUNTY 2019 T.S.P.L.O.S.T.

• 2019 TSPLOST Referendum	\$15,000,000
• Joint Project	\$ 4,000,000
• Lumpkin County Share	\$ 8,690,000
• City of Dahlonega Share	\$ 2,310,000
• Program to Date Collections	\$ 9,804,224
• Remaining Collections (estimated)	\$ 5,195,776
• Pro-rata 2019 TSPLOST Collections	\$ 9,804,224
• Joint Project	\$ 2,614,460
• Lumpkin County Share	\$ 5,679,914
• City of Dahlonega	\$ 1,509,850

2019 T.S.P.L.O.S.T. EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR 4 (LUMPKIN CO. SHARE)

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1 (6 mo.)	2019	\$ 1,112,425	Actual
YR2	2020	\$ 2,316,280	Actual
YR3	2021	\$ 2,540,876	Estimated
YR4	2022	\$ 1,738,000	Estimated
YR5	2023	\$ 982,419	Estimated
YR6 (6 mo.)	2024	\$ 0	Estimated
TOTAL		\$ 8,690,000	

2019 T.S.P.L.O.S.T. PROPOSED PROJECT BUDGETS

	Description	Budget as Adopted
A1	Joint Project	\$4,000,000
B1	Roads & Bridges – Paving, Striping, Maintenance, Construction & Improvements	\$6,844,3000
B2	Road Maintenance Equipment	\$1,845,700
Total Projected 2019 TSPLOST Program		\$12,690,000

2019 T.S.P.L.O.S.T. PROGRAM – PROPOSED YR3 – 2021 PROJECTS

<u>Proposed Projects</u>	<u>Expended PTD</u>	<u>Encumbered</u>	<u>2022 Requests</u>	<u>2022 Approved</u>
A1 – Joint Project	557,515	996,442		
B1 – Roads & Bridges – Paving, Striping, Maintenance, Constructions & Improvements	3,699,467			
Aquatic Center loop road construction		814,000		
Pinetree Way/Morrison Moore Pkwy intersection improvements and roundabout			1,000,000	
Road Resurfacing			1,200,000	
Gravel, stone, & asphalt; culvert pipe; road signs; supplies			225,000	
B2 – Road Maintenance Equipment	853,756	354,411		
Communications System			100,000	
Totals	5,110,738	2,164,853	2,525,000	

Projected Collections by the end of 2022 (Year 4) - \$12,690,000

Total Expended, Encumbered, & Requested through 2022 (Year 4) - \$9,800,591

DISCUSSION



Lumpkin County, Georgia

Finance Department

Date: January 18, 2022

Agenda Item: New Animal Shelter Update

Item Description: New Animal Shelter Update Authorize staff to obtain the services of an owner's representative Authorize staff to move forward with obtaining an architect Authorize staff to move forward with using the CM at Risk build model

Facts & Historical Information:

Owners Representative

In 2018, the Lumpkin County Board of Commissioners retained the services of an owner's representative for the construction of the new library. That contract position proved invaluable during that process and helped the county save money on the project. Having a single point of contact for the architect, contractor, and county staff to facilitate the flow of information and for reviewing items makes projects flow more smoothly. Using a representative that has experience in large construction projects ensures the best value is obtained and that funds are spent wisely.

Authorize Staff to Obtain the Services of an Architect

The county will need to retain an architect for the construction of the new animal shelter. Animal Shelters require specific designs that go beyond the standard build. There are specific HVAC, plumbing and electrical needs that require a professional with animal shelter design experience. Animal Shelters are also subject to Department of Agriculture, DEA, and USDA regulations. Staff would like to begin the RFP process for obtaining an architect with the experience and knowledge to ensure all requirements and specifications are met.

Authorization to Move Forward with the Construction Manager at Risk Build Model

Lumpkin County has utilized the Construction Manager at Risk model for previous projects and have found it to be advantageous. The benefits of this model will guarantee a higher level of cost control. The risk to the County is limited by the Construction Manager at Risk Model as this model provides the County with the assurance of a GMP and therefore ensures the budget will be maintained.

Potential Courses Of Action:

1. Authorize staff to:
 - Obtain the services of an owner's representative
 - Move forward with obtaining an architect for the project
 - Use the Construction Manager at Risk build model.
2. Do not authorize staff to:
 - Obtain the services of an owner's representative
 - Move forward with obtaining an architect for the project
 - Use the Construction Manager at Risk build model.

3. Authorize staff to move forward with a portion of the above options and direct staff to pursue a different course of action for the remaining options.

Staff Recommendation:

Option 1: Authorize staff to pursue the following:

- Obtain the services of an owner's representative
- Move forward with obtaining an architect for the project
- Use the Construction Manager at Risk build model.