LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

January 17, 2023
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**

1. UNG's Sesquicentennial Celebration Proclamation - *Ratify*

- **CONSIDERATION OF MINUTES**

2. Board of Commissioners - Work Session - December 6, 2022 4:00 p.m.
3. Board of Commissioners - Special Called Meeting - December 15, 2022 9:00 a.m.
4. Board of Commissioners - Public Hearing - December 20, 2022 5:00 p.m.
5. Board of Commissioners - Public Hearing - December 20, 2022 5:15 p.m.
6. Board of Commissioners - Work Session II - December 20, 2022 5:30 p.m.
7. Board of Commissioners - Regular Meeting - December 20, 2022 6:00 p.m.

- **RESOLUTIONS**

8. 2023-01 Update the Lumpkin County Fee Schedule *(Finance Director Abby Branan)*
9. 2023-02 Appoint Member to the Lumpkin County Library Board of Trustees - Barbara Poole to Seat 1, of an unexpired term ending 06/30/2026.
10. 2023-03 Appoint/Reappoint Members to Lumpkin County Public Building Authority - *Leland Cox to Seat 2, with a term expiring 02/21/2025, Greg Trammell to Seat 4, of an unexpired term ending 02/21/2024, and Jim Curtis to Seat 5, with a term expiring 02/21/2026*

- **REPORTS**
- **CONTRACTS/AGREEMENTS**

11. 2023-001 Mauldin & Jenkins - 2022 Audit Engagement Letter *(Finance Director Abby Branan)*
12. 2023-002 Peachtree Recovery Services, Inc. - Insurance on Damaged Fixed County Property *(Finance Director Abby Branan)*
13. 2023-003 Professional Probation Services, Inc. – Misdemeanor Probation Services – Superior Court
14. 2023-004 Ambulance Billing Services - Professional Practice Support, Inc. (PPS) *(Finance Director Abby Branan)*

15. 2023-005 Duplicating Products Copier Upgrade Contract *(Finance Director Abby Branan)*
16. 2023-006 Commercial & Industrial Property Revaluation *(Finance Director Abby Branan)*

- **OTHER ITEMS**

17. Election of Vice Chairman
18. Request to Create Aquatics/Multipurpose Center Manager Position *(Community & Employee Services Director Alicia Davis)*
19. 2019 TSPLOST 2023 Work Plan *(Finance Director Abby Branan)*
20. 2014 SPLOST 2023 Work Plan *(Finance Director Abby Branan)*
21. 2020 SPLOST 2023 Work Plan *(Finance Director Abby Branan)*
22. Color Selection on the New Recreation Center Metal Building

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENTS**
- **ADJOURNMENT**

Proclamation of Recognition

University of North Georgia's 150th Anniversary

WHEREAS, on January 6, 1873, North Georgia Agricultural College officially opened its doors with a central mission of providing quality, free educational opportunities to the young men and women of northeast Georgia. In that first year of classes, the College enrolled 177 students—98 men and 79 women. At a time when most institutions did not even admit women, it was also the first college in Georgia to grant a bachelor's degree to a woman; and

WHEREAS, the College began as a land grant university through a partnership with the University of Georgia and funding from the historic Morrill Land Grant Act. Because military education was a requirement of any institution receiving funds through the Morrill Act, 1873 also marked the beginning of the College's Corps of Cadets, with the College later earning a federal designation as one of only six Senior Military Colleges in the nation; and

WHEREAS, due to its much wider scope of academic programs, the College was reclassified as a state university in 1996 and renamed North Georgia College & State University. In 2013, the University consolidated with Gainesville State College to become the University of North Georgia, eventually growing to five campuses serving nearly 19,000 students. The University attracts students from nearly every Georgia county, 46 states, and 87 countries, and has an annual economic impact of $755 million on our region; and

WHEREAS, UNG now grants more than 3,000 degrees each year and has equipped generations of professional, civic, and military leaders to serve our region, our state, and our nation. The University of North Georgia's Sesquicentennial celebrates 150 years of education and its legacies of scholarship, leadership and service.

*NOW THEREFORE, BE IT RESOLVED that the Lumpkin County Board of Commissioners hereby proclaim **January 6th, 2023** to be a day of celebration in recognition of the **University of North Georgia's 150th Anniversary**.*

IN WITNESS WHEREOF, we have set our hand and caused the seal of Lumpkin County to be affixed this 6th day of January, 2023.

Lumpkin County, Georgia

____

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

____

Melissa Witcher, County Clerk

LUMPKIN COUNTY
Board of Commissioners
Work Session Agenda
Commissioners Boardroom
Lumpkin County Administration Building, 99 Courthouse Hill, Dahlonega, GA 30533

December 6, 2022
4:00 P.M.

The purpose of the work session is to discuss agenda items for the Regular Meeting.

- **CALL TO ORDER** Chairman Dockery

- **PRESENTATIONS**

1. Chamber of Commerce Presentation *(Chamber Director Robb Nichols)*
2. Tourism Presentation *(Tourism Director Sam McDuffie)*

- **PROCLAMATIONS**

3. Lumpkin County Indians 2022 3rd Grade Football Super Bowl Champions

- **MINUTES**

4. Board of Commissioners - Work Session - Nov 1, 2022 4:00 PM
5. Board of Commissioners - Work Session II - Nov 15, 2022 5:30 PM
6. Board of Commissioners - Regular Meeting - Nov 15, 2022 6:00 PM
7. Board of Commissioners - Special Called Meeting - Nov 28, 2022 4:00 PM

- **RESOLUTIONS**

8. 2022 - 61 - Resolution Declaring Results of Election to Impose LC TSPLOST & Authorize Issuance of Sales Tax Debt
9. 2022 - 62 - Resolution to Abandon Fred Burns Road
10. 2022 - 63 - Resolution to Accept the Roads in Whelchel Valley Subdivision
11. 2022 - 64 - Reappoint Members to Audit Committee
12. 2022 - 65 - Appoint Member to Park & Rec Citizens Advisory Board - *Autumn Chatham to Seat 4, term exp 12/31/2024.*
13. Reappoint Members to Board of Elections - *Ben English to Seat 1, John Webb to Seat 4, & Robin McIntosh to Seat 5 with terms expiring 12/31/2026.*
14. 2022 - 67 - Reappoint Members to Joint Development Authority of Dawson, Lumpkin, & White Counties - *Rebecca Mincey to Seat 1 and Larry Reiter to Seat 3 with terms expiring 12/31/2026.*
15. 2022 - 68 - Resolution to Appoint Member to Development Authority - Seat 2, of an unexpired term ending 3/7/2024

- **CONTRACTS/AGREEMENTS**

16. 2022-072 - CJCC VOCA (Victims of Crime Act) - MOA *(Finance Director Abby Branan)*

17. 2022-073 - CJCC VOCA – Financial Administration – District Attorney *(Finance Director Abby Branan)*
18. 2022-087 - Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal *(County Clerk Melissa Witcher)*
19. 2022-088 - Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal *(County Clerk Melissa Witcher)*
20. 2022-089 - Classic Cleaners – 2023 Lease *(County Clerk Melissa Witcher)*
21. 2022-090 - TK Elevator Corporation Contract Addendum *(Finance Director Abby Branan)*
22. 2022-091 - Tourism Development Services – Chamber of Commerce *(Finance Director Abby Branan)*
23. 2022-092 - Justice Center Cameras & Door Locks *(Special Projects Director Ashley Peck)*
24. 2022-093 - Colditz Trucking Contract Amendment Project 2022-003 *(Finance Director Abby Branan)*
25. 2022-094 - Inmate Food Services Contract – Agape Food Service *(Finance Director Abby Branan)*

- **OTHER ITEMS**

26. Alcoholic Beverage License – Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart *(County Clerk Melissa Witcher)*
27. Mount Olive Church Road Culvert Replacement Request *(Special Projects Manager Charles Trammell)*
28. Capt. Jessie McDonald House - Proposal to Relocate the McDonald House from Yahoola Creek Park *(Michael Christopher Dean)*

- **ALCOHOLIC BEVERAGE LICENSE RENEWALS**

29. 2023-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures
30. 2023-02 Craig H. Kritzer/Frogtown Cellars LLLP
31. 2023-03 Jeffrey Grindle/Tomato House Farm LLC
32. 2023-04 Michele Kraft Deblois/Hideaway Restaurant
33. 2023-05 Salman H. Ali/Ash Business, Inc. d/b/a Quick Mart 3
34. 2023-06 Charles Clinton Crane/C.L. Crane Grocery
35. 2023-07 Umamaheswari Devi Meruga/Saketh, Inc. d/b/a Lucky Food Mart
36. 2023-08 Darren E. Glenn/Riverside Tavern, LLC
37. 2023-09 Sharon Paul/Chestatee Valley Vintners, LLC d/b/a Three Sisters Winery
38. 2023-10 Michael Davis/Georgia Farm Wines, LLC d/b/a Seven Day Bottoms Farm Winery
39. 2023-11 Salman Ali/Afshar Inc. d/b/a Quick Mart #7
40. 2023-12 E. Karl Boegner/Dahlonega Wine Co., LLC d/b/a Wolf Mountain Vineyards
41. 2023-13 Matthew C. Garner/ZA2GA Wine Company, LLC d/b/a Montaluce Winery, La Vigne Restaurant
42. 2023-15 Blair Housley/Etowah Meadery, Corp./The Dahlonega Brewery
43. 2023-16 Suzanne Reilly Tebor/Neverland Farms, Inc.
44. 2023-17 Tushar V. Patel/Yogi’s Quik Stop II, LLC. d/b/a Turners Corner Grocery Store
45. 2023-18 Evelyn Claire Livingston/Cavender Creek Winery, LLC d/b/a Cavender Creek Vineyards & Winery
46. 2023-19 Truptiben Patel/BJ Creek, LLC. d/b/a Clay Creek Falls Grocery

47. 2023-20 James Rider/JR's BBQ & Country Store

48. 2023-21 Robert Warner/White Oaks LLC d/b/a White Oaks Bistro

49. 2023-22 Bhupendra Kumar Patel/Vaho Enterprises, LLC. d/b/a Ben Higgins ExxonMobil

50. 2023-23 Jigna Patel/Shalina Business, LLC d/b/a Mart 24/7

51. 2023-24 Becky Lynn Fuller/AGEA Enterprises, LLC d/b/a The Corner Store #2

52. 2023-25 James E. Pruitt/MR2Wings d/b/a Roosters Café

53. 2023-26 Tushar V. Patel/Yogis Quickstop, Inc. d/b/a Cutie Gas & Grocery

54. 2023-27 Sonika Ahluwalia/Aspen Gold, LLC d/b/a Disco Marathon

55. 2023-28 Salma Panjwani/SMS Express LLC d/b/a Cavenders Corner

56. 2023-29 Joseph Hannan/Barefoot Hills LLC

57. 2023-30 Kari McCann/Red Wine & Blue Vineyard & Winery LLC d/b/a Dahlonega Resort & Vineyard

58. 2023-32 Heather Breedlove/CGN Properties, LLC. d/b/a The Mountain Top Lodge

59. 2023-33 Michael Davis/Convenience Stores, Inc. d/b/a JP Dahlonega

60. 2023-34 Ghanshyam Ramanbhai Patel/ Jay Jalaramji LLC d/b/a Iron Mountain Mart

61. 2023-35 Craig Stansberry/Iron Mountain Park, LLC d/b/a The Grille at Iron Mountain

62. 2023-36 David Burns/Massey Burns, Inc. d/b/a 52 West Brewing

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

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom

December 6, 2022
4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:00 PM by District 3 Commissioner Rhett Stringer

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Absent	
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. Chamber of Commerce Presentation *(Chamber Director Robb Nichols)*

Chamber Director Robb Nichols explained that the Six Gap annual bicycle race is now organized as a 501(c)(3), and it is the primary fundraiser for the Chamber of Commerce. He also shared how many different organizations and businesses have made good use of the Chamber multipurpose room at the Kelley Building.

2. Tourism Presentation *(Tourism Director Sam McDuffie)*

Tourism Director Sam McDuffie presented the 2021 numbers regarding tourism in Lumpkin County. There was a 44% increase in tourist dollars spent, amounting to $88.9 million in total visitor spending. Without these tourist dollars, every household in the county would have to pay $577 more per year on their taxes. Mr. McDuffie also highlighted some of the tourism campaigns for 2022, which included print advertising, commercials, and a billboard in Augusta. Dahlonega and Lumpkin County will also be featured in two 2023 TV shows on GPB and PBS.

Mr. McDuffie also discussed the tourism website and said user engagement has increased, with the average visitor spending almost three minutes on the site. Commissioner Mayfield remarked positively on the increased visitor engagement to the website.

PROCLAMATIONS

3. Lumpkin County Indians 2022 3rd Grade Football Super Bowl Champions

Lumpkin County Indians 2022 3rd Grade Football Super Bowl Champions

MINUTES

4. Board of Commissioners - Work Session - Nov 1, 2022 4:00 PM
5. Board of Commissioners - Work Session II - Nov 15, 2022 5:30 PM

6. Board of Commissioners - Regular Meeting - Nov 15, 2022 6:00 PM
7. Board of Commissioners - Special Called Meeting - Nov 28, 2022 4:00 PM

RESOLUTIONS

8. 2022 - 61 - Resolution Declaring Results of Election to Impose LC TSPLOST & Authorize Issuance of Sales Tax Debt

A RESOLUTION DECLARING THE RESULTS OF AN ELECTION TO IMPOSE A LUMPKIN COUNTY TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SALES TAX DEBT; AND FOR OTHER RELATED PURPOSES

9. 2022 - 62 - Resolution to Abandon Fred Burns Road

Resolution to Abandon Fred Burns Road

10. 2022 - 63 - Resolution to Accept the Roads in Whelchel Valley Subdivision

Resolution to Accept the Roads in Whelchel Valley Subdivision (1.949 miles total). The HOA in Whelchel Valley is asking the BOC to accept the subdivision roads into the County Maintenance system.

11. 2022 - 64 - Reappoint Members to Audit Committee

Reappoint Members to Audit Committee

12. 2022 - 65 - Appoint Member to Park & Rec Citizens Advisory Board - Autumn Chatham to Seat 4, term exp 12/31/2024

Appoint Member to Park & Rec Citizens Advisory Board - Autumn Chatham to Seat 4, term exp 12/31/2024

Commissioner Greene said he spoke with Autumn Chatham and she is willing to serve another term.

13. Reappoint Members to Board of Elections

Reappoint Members to Board of Elections - Ben English to Seat 1, John Webb to Seat 4, & Robin McIntosh to Seat 5 with terms expiring 12/31/2026.

14. 2022 - 67 - Reappoint Members to Joint Development Authority of Dawson, Lumpkin, & White Counties

Reappoint Members to Joint Development Authority of Dawson, Lumpkin, & White Counties - Rebecca Mincey to Seat 1 and Larry Reiter to Seat 3 with terms expiring 12/31/2026.

15. 2022 - 68 - Appoint Member to Development Authority - A.C. Moore II to Seat 2, unexpired term ending 3/7/2024

Resolution to Appoint Member to Development Authority - A.C. Moore II to Seat 2, of an unexpired term ending 3/7/2024.

Commissioner Stringer said Chairman Dockery has not yet provided a recommendation for this seat.

CONTRACTS/AGREEMENTS

16. 2022-072 - 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 2023 Federal Fiscal year.

Finance Director Abby Branan said they have been waiting on these CJCC contracts for three months.

17. 2022-073 - 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.

18. 2022-087 - Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal *(County Clerk Melissa Witcher)*

Hall's Mill Enterprises LLC DBA Chestatee River Adventures – 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.

19. 2022-088 - Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal *(County Clerk Melissa Witcher)*

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.

Commissioner Stringer recused himself from any discussion on this item.

20. 2022-089 - Classic Cleaners – 2023 Lease *(County Clerk Melissa Witcher)*

Classic Cleaners – 2023 Lease Annual renewal of lease at 235 E. Main Street.

21. 2022-090 - TK Elevator Corporation Contract Addendum *(Finance Director Abby Branan)*

TK Elevator Corporation Contract Addendum. Consideration of the TK Elevator Corporation contract addendum for the Planning & Development Services building elevator.

22. 2022-091 - Tourism Development Services – Chamber of Commerce *(Finance Director Abby Branan)*

Tourism Development Services – Chamber of Commerce

Commissioner Mayfield explained that the law allows the County to take 1% of the hotel/motel taxes, and the remaining 4% will go to tourism. He asked Mr. McDuffie if this would harm tourism efforts in any way. Mr. McDuffie said even with the 1% taken out, they will still be higher in revenue than the previous year.

23. 2022-092 - Justice Center Cameras & Door Locks *(Special Projects Director Ashley Peck)*

Justice Center Cameras & Door Locks. Approval of proposal from MCA to Install Security Cameras and Access Control at the Justice Center.

Commissioner Mayfield said this has been long overdue, and it will be beneficial to have the door locks and cameras on the same system. Mr. Ours, the County Manager, also explained why there are more cameras in this proposal than what the Justice Center had originally. He said providing additional cameras is the right thing to do from a security standpoint. Commissioner Mayfield was in agreement.

24. 2022-093 - Colditz Trucking Contract Amendment Project 2022-003 *(Finance Director Abby Branan)*

Colditz Trucking Contract Amendment Project 2022-003. Consideration of amending the Colditz Trucking contract for Project 2022-003.

25. 2022-094 - Inmate Food Services Contract – Agape Food Service *(Finance Director Abby Branan)*

Agape Inmate Food Contract. Consideration of a contract with Agape Food Service to continue to provide meals to inmates at the Detention Center

Major Doug Cochran said they have been satisfied with Agape Food Service.

OTHER ITEMS

26. Alcoholic Beverage License – Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart *(County Clerk Melissa Witcher)*

Alcoholic Beverage License – Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart. This is for the issuance of an alcoholic beverage license for Beer/Wine Package sales located at 1367 Dawsonville Hwy, Dahlonega, GA 30533.

27. Mount Olive Church Road Culvert Replacement Request *(Special Projects Manager Charles Trammell)*

Mount Olive Church Road Culvert Replacement Request. Request to go forward with necessary steps to put this project out for bid. It will consist of some surveying and design work for plans to add to the bid package. The estimated cost of construction is $380,000.00 which includes cost for the surveying and design. I am submitting a request to DOT for assistance on this but do not know at this time how much that will be.

Special Projects Manager Charles Trammell said he just learned today that GDOT will be providing us $200,000 to go towards this project. Commissioner Mayfield said he would rather go ahead and fix this now before it gets any worse.

Commissioner Greene asked how long the bridge would be shut down for, and whether it would negatively impact citizens in the area. Mr. Ours said there are two ways in and out of that area, but Commissioner Stringer might be able to provide more insight since it is in his district. Commissioner Stringer said it will only add a couple of minutes to the average commute. Mr. Ours said when the time comes, it might be a good idea to hold a small townhall meeting in the area so the public will be informed about the bridge repair.

The BOC was in consensus to proceed with the repair.

28. Capt. Jessie McDonald House - Proposal to Relocate the McDonald House from Yahoola Creek Park *(Michael Christopher Dean)*

Capt. Jessie McDonald House - Proposal to Relocate the McDonald House from Yahoola Creek Park

Michael Dean, 2nd Brigade Commander of the Sons of Confederate Veterans, was present to discuss their plans for the building. The organization has a couple of acres off Highway 19, and they would like to preserve it because it was built by a confederate soldier.

Commissioner Stringer asked if the public would be able to see it. Mr. Dean said they won't leave it open unmonitored, but anyone is free to contact the group for an appointment to have a tour. They would like to use the house to show how the average man lived during that time period.

ALCOHOLIC BEVERAGE LICENSE RENEWALS

29. 2023-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures
30. 2023-02 Craig H. Kritzer/Frogtown Cellars LLLP
31. 2023-03 Jeffrey Grindle/Tomato House Farm LLC
32. 2023-04 Michele Kraft Deblois/Hideaway Restaurant
33. 2023-05 Salman H. Ali/Ash Business, Inc. d/b/a Quick Mart 3
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47. 2023-20 James Rider/JR's BBQ & Country Store
48. 2023-21 Robert Warner/White Oaks LLC d/b/a White Oaks Bistro
49. 2023-22 Bhupendra Kumar Patel/Vaho Enterprises, LLC. d/b/a Ben Higgins ExxonMobil
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55. 2023-28 Salma Panjwani/SMS Express LLC d/b/a Cavenders Corner
56. 2023-29 Joseph Hannan/Barefoot Hills LLC
57. 2023-30 Kari McCann/Red Wine & Blue Vineyard & Winery LLC d/b/a Dahlonega Resort & Vineyard
58. 2023-32 Heather Breedlove/CGN Properties, LLC. d/b/a The Mountain Top Lodge
59. 2023-33 Michael Davis/Convenience Stores, Inc. d/b/a JP Dahlonega
60. 2023-34 Ghanshyam Ramanbhai Patel/ Jay Jalaramji LLC d/b/a Iron Mountain Mart
61. 2023-35 Craig Stansberry/Iron Mountain Park, LLC d/b/a The Grille at Iron Mountain
62. 2023-36 David Burns/Massey Burns, Inc. d/b/a 52 West Brewing

COUNTY MANAGER

The County Manager gave an update on the new Recreation Center, which includes the new 8-lane pool. The Guaranteed Maximum Price (GMP) was approved at the last BOC Special Called Meeting, and we will issue the notice to proceed next week. Carroll Daniel Construction is scheduled to begin the site work next week if the weather permits. Mr. Ours said he will try to update the Commissioners prior to each work session. The estimated completion date is March 2024.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene thanked James Daniel and his company App Studios for their work on the Boardroom sound system, and he congratulated Ashley Peck and the Elections staff for their excellent work during the last two elections. Commissioner Greene also shared some praise from a citizen for Wayne Marshall and his staff after they assisted with an animal incident last week. Commissioner Greene said the citizen was very pleased with Mr. Marshall.

PUBLIC COMMENT (Agenda Specific)
Mr. McDuffie requested that we could renegotiate the tourism services contract once the Tourism-Chamber split paperwork is made available. He would like to be able to meet again with the BOC and Mr. Ours to negotiate. He also shared that on December 14th, the Northeast Georgia Travel Association will be meeting at Canopy and Roots from 3 pm to 5 pm.

ADJOURNMENT
Commissioner Stringer adjourned the meeting at 4:31 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Agenda
Executive Conference Room
Lumpkin County Administration Building, 99 Courthouse Hill, Dahlonega, GA 30533

December 15, 2022
9:00 AM

- **Call to Order** Chairman Dockery
- **Consideration of Agenda**
- **Executive Session - Potential Litigation**
- **Adjournment**

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Executive Conference Room

December 15, 2022
9:00 AM

Call to Order
The meeting was called to order at 9:04 AM 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	

Consideration of Agenda
Motion: *A motion was made by Commissioner Greene to approve the agenda. The motion was seconded by Commissioner Moran. The motion was approved and carried.*

Executive Session - Potential Litigation
Motion: *A motion was made by Commissioner Mayfield to enter executive session, and the motion was seconded by Commissioner Stringer. The motion was approved and carried, and executive session began at 9:05 am.*

Motion: *Commissioner Mayfield moved to exit executive session and re-enter regular session. The motion was seconded by Commissioner Stringer. The motion was approved and carried, and regular session resumed at 10:29 am.*

Chairman Dockery addressed the reporter from The Dahlonega Nugget, and explained the consensus of the Board of Commissioners is to appeal. He described how the current LOST split gives $2.48 in tax relief to City residents for every $1.00 of relief to County residents. The reporter asked if the City and County entered mediation, could the certificate of distribution be withdrawn? Chairman Dockery said yes, a new certificate could be filed at any time and the Commissioners are still willing to enter mediation if the City chooses.

Adjournment
Motion: *A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Commissioner Greene, and it was approved unanimously.*

The meeting was adjourned at 10:32 am.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Agenda
Commissioners Boardroom
Lumpkin County Administration Building, 99 Courthouse Hill, Dahlonega, GA 30533

December 20, 2022
5:00 P.M.

- **Call to Order** Chairman Dockery
- **Public Comment**
    - **Alcoholic Beverage License (Beer/Wine Package Sales) - Bhavesh N. Shah for Dahlonega Kwik Mart, LLC. dba Kwik Mart**
- **Adjournment**

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom

December 20, 2022
5:00 P.M.

Call to Order
The meeting was called to order at 5:03 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	Absent	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

Public Comment
Alcoholic Beverage License (Beer/Wine Package Sales) - Bhavesh N. Shah for Dahlonega Kwik Mart, LLC. dba Kwik Mart
There were no comments from the public.

Adjournment
The meeting was adjourned at 5:04 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Agenda
Commissioners Boardroom
Lumpkin County Administration Building, 99 Courthouse Hill, Dahlonega, GA 30533

December 20, 2022
5:15 P.M.

- **Call to Order** Chairman Dockery
- **Public Comment**
    - **Road Abandonment - Fred Burns Road**
- **Adjournment**

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom

December 20, 2022
5:15 P.M.

Call to Order
The meeting was called to order at 5:15 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
Road Abandonment - Fred Burns Road
There were no comments from the public.

Adjournment
The meeting was adjourned at 5:16 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Work Session II Agenda
Commissioners Boardroom
Lumpkin County Administration Building, 99 Courthouse Hill, Dahlonega, GA 30533

December 20, 2022
5:30 P.M.

- **CALL TO ORDER** Chairman Dockery
- **PROCLAMATIONS**

1. Lumpkin County Indians 2022 3rd Grade Football Super Bowl Champions

- **CONSIDERATION OF MINUTES**

2. Board of Commissioners - Work Session - Nov 1, 2022 4:00 PM
3. Board of Commissioners - Work Session II - Nov 15, 2022 5:30 PM
4. Board of Commissioners - Regular Meeting - Nov 15, 2022 6:00 PM
5. Board of Commissioners - Special Called Meeting - Nov 28, 2022 4:00 PM

- **RESOLUTIONS**

6. 2022 - 61 - Resolution Declaring Results of Election to Impose LC TSPLOST & Authorize Issuance of Sales Tax Debt
7. 2022 - 62 - Resolution to Abandon Fred Burns Road
8. 2022 - 63 - Resolution to Accept the Roads in Whelchel Valley Subdivision
9. 2022 - 64 - Reappoint Members to Audit Committee
10. 2022 - 65 - Appoint Member to Park & Rec Citizens Advisory Board - *Autumn Chatham to Seat 4, term exp 12/31/2024*
11. 2022 - 66 - Reappoint Members to Brd of Elections - *Ben English to Seat 1, John Webb to Seat 4, & Robin McIntosh to Seat 5 with terms expiring 12/31/2026.*
12. 2022 - 67 - Reappoint Members to Joint Development Authority of Dawson, Lumpkin, & White Counties **-** *Rebecca Mincey to Seat 1 and Larry Reiter to Seat 3 with terms expiring 12/31/2026*
13. 2022 - 68 - Resolution to Appoint Member to Development Authority **-** Seat 2, of an unexpired term ending 3/7/2024

- **CONTRACTS/AGREEMENTS**

14. 2022-072 - CJCC VOCA (Victims of Crime Act) - MOA *(Finance Director Abby Branan)*
15. 2022-073 - CJCC VOCA – Financial Administration – District Attorney *(Finance Director Abby Branan)*
16. 2022-087 - Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal *(County Clerk Melissa Witcher)*

17. 2022-088 - Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal *(County Clerk Melissa Witcher)*
18. 2022-089 - Classic Cleaners – 2023 Lease *(County Clerk Melissa Witcher)*
19. 2022-090 - TK Elevator Corporation Contract Addendum *(Finance Director Abby Branan)*
20. 2022-091 - Tourism Development Services – Chamber of Commerce *(Finance Director Abby Branan)*
21. 2022-092 - Justice Center Cameras & Door Locks *(Special Projects Director Ashley Peck)*
22. 2022-093 - Colditz Trucking Contract Amendment Project 2022-003 *(Finance Director Abby Branan)*
23. 2022-094 - Inmate Food Services Contract – Agape Food Service *(Finance Director Abby Branan)*

- **OTHER ITEMS**

24. Alcoholic Beverage License – Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart *(County Clerk Melissa Witcher)*
25. Mount Olive Church Road Culvert Replacement Request *(Special Projects Manager Charles Trammell)*
26. Capt. Jessie McDonald House - Proposal to Relocate the McDonald House from Yahoola Creek Park *(Michael Christopher Dean)*

- **ALCOHOLIC BEVERAGE LICENSE RENEWALS**

27. 2023-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures
28. 2023-02 Craig H. Kritzer/Frogtown Cellars LLLP
29. 2023-03 Jeffrey Grindle/Tomato House Farm LLC
30. 2023-04 Michele Kraft Deblois/Hideaway Restaurant
31. 2023-05 Salman H. Ali/Ash Business, Inc. d/b/a Quick Mart 3
32. 2023-06 Charles Clinton Crane/C.L. Crane Grocery
33. 2023-07 Umamaheswari Devi Meruga/Saketh, Inc. d/b/a Lucky Food Mart
34. 2023-08 Darren E. Glenn/Riverside Tavern, LLC
35. 2023-09 Sharon Paul/Chestatee Valley Vintners, LLC d/b/a Three Sisters Winery
36. 2023-10 Michael Davis/Georgia Farm Wines, LLC d/b/a Seven Day Bottoms Farm Winery
37. 2023-11 Salman Ali/Afshar Inc. d/b/a Quick Mart #7
38. 2023-12 E. Karl Boegner/Dahlonega Wine Co., LLC d/b/a Wolf Mountain Vineyards
39. 2023-13 Matthew C. Garner/ZA2GA Wine Company, LLC d/b/a Montaluce Winery, La Vigne Restaurant
40. 2023-15 Blair Housley/Etowah Meadery, Corp./The Dahlonega Brewery
41. 2023-16 Suzanne Reilly Tebor/Neverland Farms, Inc.
42. 2023-17 Tushar V. Patel/Yogi’s Quik Stop II, LLC. d/b/a Turners Corner Grocery Store
43. 2023-18 Evelyn Claire Livingston/Cavender Creek Winery, LLC d/b/a Cavender CreekVineyards & Winery
44. 2023-19 Truptiben Patel/BJ Creek, LLC. d/b/a Clay Creek Falls Grocery
45. 2023-20 James Rider/JR’s BBQ & Country Store
46. 2023-21 Robert Warner/White Oaks LLC d/b/a White Oaks Bistro
47. 2023-22 Bhupendra Kumar Patel/Vaho Enterprises, LLC. d/b/a Ben Higgins ExxonMobil

48. 2023-23 Jigna Patel/Shalina Business, LLC d/b/a Mart 24/7

49. 2023-24 Becky Lynn Fuller/AGEA Enterprises, LLC d/b/a The Corner Store #2

50. 2023-25 James E. Pruitt/MR2Wings d/b/a Roosters Café

51. 2023-26 Tushar V. Patel/Yogis Quickstop, Inc. d/b/a Cutie Gas & Grocery

52. 2023-27 Sonika Ahluwalia/Aspen Gold, LLC d/b/a Disco Marathon

53. 2023-28 Salma Panjwani/SMS Express LLC d/b/a Cavenders Corner

54. 2023-29 Joseph Hannan/Barefoot Hills LLC

55. 2023-30 Kari McCann/Red Wine & Blue Vineyard & Winery LLC d/b/a Dahlonega Resort & Vineyard

56. 2023-32 Heather Breedlove/CGN Properties, LLC. d/b/a The Mountain Top Lodge

57. 2023-33 Michael Davis/Convenience Stores, Inc. d/b/a JP Dahlonega

58. 2023-34 Ghanshyam Ramanbhai Patel/ Jay Jalaramji LLC d/b/a Iron Mountain Mart

59. 2023-35 Craig Stansberry/Iron Mountain Park, LLC d/b/a The Grille at Iron Mountain

60. 2023-36 David Burns/Massey Burns, Inc. d/b/a 52 West Brewing

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

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom

December 20, 2022
5:30 P.M.

CALL TO ORDER
The meeting was called to order at 5:32 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	

PROCLAMATIONS

1. Lumpkin County Indians 2022 3rd Grade Football Super Bowl Champions

Lumpkin County Indians 2022 3rd Grade Football Super Bowl Champions

CONSIDERATION OF MINUTES

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3. Board of Commissioners - Work Session II - Nov 15, 2022 5:30 PM
4. Board of Commissioners - Regular Meeting - Nov 15, 2022 6:00 PM
5. Board of Commissioners - Special Called Meeting - Nov 28, 2022 4:00 PM

RESOLUTIONS

6. 2022 - 61 - Resolution Declaring Results of Election to Impose LC TSPLOST & Authorize Issuance of Sales Tax Debt

A RESOLUTION DECLARING THE RESULTS OF AN ELECTION TO IMPOSE A LUMPKIN COUNTY TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SALES TAX DEBT; AND FOR OTHER RELATED PURPOSES

7. 2022 - 62 - Resolution to Abandon Fred Burns Road

Resolution to Abandon Fred Burns Road

8. 2022 - 63 - Resolution to Accept the Roads in Whelchel Valley Subdivision

Resolution to Accept the Roads in Whelchel Valley Subdivision (1.949 miles total). The HOA in Whelchel Valley is asking the BOC to accept the subdivision roads into the County Maintenance system.

9. 2022 - 64 - Reappoint Members to Audit Committee

Reappoint Members to Audit Committee

10. 2022 - 65 - Appoint Member to Park & Rec Citizens Advisory Board - Autumn Chatham to Seat 4, term exp 12/31/2024

Appoint Member to Park & Rec Citizens Advisory Board - Autumn Chatham to Seat 4, term exp 12/31/2024

11. 2022 - 66 - Reappoint Members to Brd of Elections - Ben English-Seat 1, John Webb-Seat 4, & Robin McIntosh-Seat5

Reappoint Members to Board of Elections - Ben English to Seat 1, John Webb to Seat 4, & Robin McIntosh to Seat 5 with terms expiring 12/31/2026.

12. 2022 - 67 - Reappoint Members to Joint Development Authority of Dawson, Lumpkin, & White Counties

Reappoint Members to Joint Development Authority of Dawson, Lumpkin, & White Counties - Rebecca Mincey to Seat 1 and Larry Reiter to Seat 3 with terms expiring 12/31/2026.

13. 2022 - 68 - Appoint Member to Development Authority - A.C. Moore II to Seat 2, unexpired term ending 3/7/2024

Resolution to Appoint Member to Development Authority - A.C. Moore II to Seat 2, of an unexpired term ending 3/7/2024.

CONTRACTS/AGREEMENTS

14. 2022-072 - 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 2023 Federal Fiscal year.

15. 2022-073 - 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.

16. 2022-087 - Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal *(County Clerk Melissa Witcher)*

Hall's Mill Enterprises LLC DBA Chestatee River Adventures – 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 the discussion.

17. 2022-088 - Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal *(County Clerk Melissa Witcher)*

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.

Commissioner Stringer recused himself from the discussion.

18. 2022-089 - Classic Cleaners – 2023 Lease *(County Clerk Melissa Witcher)*

Classic Cleaners – 2023 Lease Annual renewal of lease at 235 E. Main Street.

19. 2022-090 - TK Elevator Corporation Contract Addendum *(Finance Director Abby Branan)*

TK Elevator Corporation Contract Addendum. Consideration of the TK Elevator Corporation contract addendum for the Planning & Development Services building elevator.

20. 2022-091 - Tourism Development Services – Chamber of Commerce *(Finance Director Abby Branan)*

Tourism Development Services – Chamber of Commerce

21. 2022-092 - Justice Center Cameras & Door Locks *(Special Projects Director Ashley Peck)*

Justice Center Cameras & Door Locks. Approval of proposal from MCA to Install Security Cameras and Access Control at the Justice Center.

22. 2022-093 - Colditz Trucking Contract Amendment Project 2022-003 *(Finance Director Abby Branan)*

Colditz Trucking Contract Amendment Project 2022-003. Consideration of amending the Colditz Trucking contract for Project 2022-003.

23. 2022-094 - Inmate Food Services Contract – Agape Food Service *(Finance Director Abby Branan)*

Agape Inmate Food Contract. Consideration of a contract with Agape Food Service to continue to provide meals to inmates at the Detention Center

OTHER ITEMS

24. Alcoholic Beverage License – Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart *(County Clerk Melissa Witcher)*

Alcoholic Beverage License – Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart. This is for the issuance of an alcoholic beverage license for Beer/Wine Package sales located at 1367 Dawsonville Hwy, Dahlonega, GA 30533.

25. Mount Olive Church Road Culvert Replacement Request *(Special Projects Manager Charles Trammell)*

Mount Olive Church Road Culvert Replacement Request. Request to go forward with necessary steps to put this project out for bid. It will consist of some surveying and design work for plans to add to the bid package. The estimated cost of construction is $380,000.00 which includes cost for the surveying and design. I am submitting a request to DOT for assistance on this but do not know at this time how much that will be.

26. Capt. Jessie McDonald House - Proposal to Relocate the McDonald House from Yahoola Creek Park *(Michael Christopher Dean)*

Capt. Jessie McDonald House - Proposal to Relocate the McDonald House from Yahoola Creek Park

ALCOHOLIC BEVERAGE LICENSE RENEWALS

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COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:41 PM.

Date	Chris Dockery, Chairman Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners

Regular Meeting Agenda

Commissioners Boardroom

Lumpkin County Administration Building, 99 Courthouse Hill, Dahlonega, GA 30533

December 20, 2022
6:00 P.M.

- **CALL TO ORDER** Chairman Dockery
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**

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- **REPORTS**

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

Elected Officials

- **CONTRACTS/AGREEMENTS**

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- **OTHER ITEMS**

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- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENTS**
- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom

December 20, 2022
6:00 P.M.

CALL TO ORDER
The meeting was called to order at 6:02 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	

INVOCATION
Sheriff Jarrard gave the invocation, which was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA
Motion: *A motion was made by District 3 Commissioner Stringer to approve the agenda. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

PUBLIC COMMENTS (Agenda Specific)

PROCLAMATIONS

1. Lumpkin County Indians 2022 3rd Grade Football Super Bowl Champions

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

RESOLUTIONS

6. 2022 - 61 - Resolution Declaring Results of Election to Impose LC TSPLOST & Authorize Issuance of Sales Tax Debt

A RESOLUTION DECLARING THE RESULTS OF AN ELECTION TO IMPOSE A LUMPKIN COUNTY TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SALES TAX DEBT; AND FOR OTHER RELATED PURPOSES

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

7. 2022 - 62 - Resolution to Abandon Fred Burns Road

Resolution to Abandon Fred Burns Road

Motion: *A motion was made by District 3 Commissioner Stringer to approve Resolution to Abandon Fred Burns Road. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

8. 2022 - 63 - Resolution to Accept the Roads in Whelchel Valley Subdivision

Resolution to Accept the Roads in Whelchel Valley Subdivision (1.949 miles total). The HOA in Whelchel Valley is asking the BOC to accept the subdivision roads into the County Maintenance system.

Motion: *A motion was made by District 4 Commissioner Moran to approve Resolution to Accept the Roads in Whelchel Valley Subdivision. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

9. 2022 - 64 - Reappoint Members to Audit Committee

Reappoint Members to Audit Committee

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

10. 2022 - 65 - Appoint Member to Park & Rec Citizens Advisory Board - Autumn Chatham to Seat 4, term exp 12/31/2024

Appoint Member to Park & Rec Citizens Advisory Board - Autumn Chatham to Seat 4, term exp 12/31/2024

Motion: *A motion was made by District 1 Commissioner Greene to appoint Autumn Chatham to Seat 4 with a term expiring 12/31/2024. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

11. 2022 - 66 - Reappoint Members to Brd of Elections - Ben English-Seat 1, John Webb-Seat 4, & Robin McIntosh-Seat5

Reappoint Members to Board of Elections - Ben English to Seat 1, John Webb to Seat 4, & Robin McIntosh to Seat 5 with terms expiring 12/31/2026.

Motion: *A motion was made by Chairman Dockery to appoint Ben English to Seat 1 with a term expiring 12/31/2026. The motion was seconded by Commissioner Stringer. The motion was approved and carried.*

Motion: *Chairman Dockery made a motion to appoint John Webb to Seat 4 with a term expiring 12/31/2026, and was seconded by Commissioner Greene. The motion carried.*

Motion: *Chairman Dockery moved to appoint Robin McIntosh to Seat 5 with a term expiring 12/31/2026. Commissioner Moran seconded the motion, and it was approved and carried.*

12. 2022 - 67 - Reappoint Members to Joint Development Authority of Dawson, Lumpkin, & White Counties

Reappoint Members to Joint Development Authority of Dawson, Lumpkin, & White Counties - Rebecca Mincey to Seat 1 and Larry Reiter to Seat 3 with terms expiring 12/31/2026.

Motion: *A motion was made by Chairman Dockery to appoint Rebecca Mincey to Seat 1 with a term expiring 12/31/2026. The motion was seconded by Commissioner Moran. The motion was approved and carried.*

Motion: *A motion was made by Chairman Dockery to appoint Larry Reiter to Seat 3 with a term expiring 12/31/2026. The motion was seconded by Commissioner Moran. The motion was approved and carried.*

13. 2022 - 68 - Appoint Member to Development Authority - A.C. Moore II to Seat 2, unexpired term ending 3/7/2024

Resolution to Appoint Member to Development Authority - A.C. Moore II to Seat 2, of an unexpired term ending 3/7/2024.

Motion: *A motion was made by Chairman Dockery to appoint A.C. Moore II to Seat 2, with an unexpired term ending 3/07/2024. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

REPORTS

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

Elected Officials

Sheriff Jarrard said the bicycle donation and Shop with a Cop programs were very successful this year, and over 300 bicycles were donated. Chairman Dockery thanked the Sheriff for his work to help the needy children of Lumpkin County.

CONTRACTS/AGREEMENTS

14. 2022-072 - 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 2023 Federal Fiscal year.

Motion: *A motion was made by District 4 Commissioner Moran to approve CJCC VOCA (Victims of Crime Act) - MOA. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

15. 2022-073 - 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.*

16. 2022-087 - Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal *(County Clerk Melissa Witcher)*

Hall's Mill Enterprises LLC DBA Chestatee River Adventures – 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, and the motion was seconded by District 1 Commissioner Greene. Commissioner Stringer recused himself from the discussion. The motion was approved and carried.*

17. 2022-088 - Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal *(County Clerk Melissa Witcher)*

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

18. 2022-089 - Classic Cleaners – 2023 Lease *(County Clerk Melissa Witcher)*

Classic Cleaners – 2023 Lease Annual renewal of lease at 235 E. Main Street.

Motion: *A motion was made by District 1 Commissioner Greene to approve Classic Cleaners – 2023 Lease. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

19. 2022-090 - TK Elevator Corporation Contract Addendum *(Finance Director Abby Branan)*

TK Elevator Corporation Contract Addendum. Consideration of the TK Elevator Corporation contract addendum for the Planning & Development Services building elevator.

Motion: *A motion was made by District 4 Commissioner Moran to approve TK Elevator Corporation Contract Addendum. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

20. 2022-091 - Tourism Development Services – Chamber of Commerce *(Finance Director Abby Branan)*

Tourism Development Services – Chamber of Commerce

Motion: *A motion was made by District 3 Commissioner Stringer to approve Tourism Development Services – Chamber of Commerce. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

21. 2022-092 - Justice Center Cameras & Door Locks *(Special Projects Director Ashley Peck)*

Justice Center Cameras & Door Locks. Approval of proposal from MCA to Install Security Cameras and Access Control at the Justice Center.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Justice Center Cameras & Door Locks. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

22. 2022-093 - Colditz Trucking Contract Amendment Project 2022-003 *(Finance Director Abby Branan)*

Colditz Trucking Contract Amendment Project 2022-003. Consideration of amending the Colditz Trucking contract for Project 2022-003.

Motion: *A motion was made by District 3 Commissioner Stringer to approve Colditz Trucking Contract Amendment Project 2022-003. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

23. 2022-094 - Inmate Food Services Contract – Agape Food Service *(Finance Director Abby Branan)*

Agape Inmate Food Contract. Consideration of a contract with Agape Food Service to continue to provide meals to inmates at the Detention Center

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Inmate Food Services Contract – Agape Food Service. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

OTHER ITEMS

24. Alcoholic Beverage License – Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart *(County Clerk Melissa Witcher)*

Alcoholic Beverage License – Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart. This is for the issuance of an alcoholic beverage license for Beer/Wine Package sales located at 1367 Dawsonville Hwy, Dahlonega, GA 30533.

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

25. Mount Olive Church Road Culvert Replacement Request *(Special Projects Manager Charles Trammell)*

Mount Olive Church Road Culvert Replacement Request. Request to go forward with necessary steps to put this project out for bid. It will consist of some surveying and design work for plans to add to the bid package. The estimated cost of construction is $380,000.00 which includes cost for the surveying and design. I am submitting a request to DOT for assistance on this but do not know at this time how much that will be.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Mount Olive Church Road Culvert Replacement Request. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

26. Capt. Jessie McDonald House - Proposal to Relocate the McDonald House from Yahoola Creek Park *(Michael Christopher Dean)*

Capt. Jessie McDonald House - Proposal to Relocate the McDonald House from Yahoola Creek Park

The Commissioners discussed how the house was of no economic benefit to the County.

Motion: *A motion was made by District 2 Commissioner Mayfield to move the house over to surplus. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

ALCOHOLIC BEVERAGE LICENSE RENEWALS

27. 2023-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures
28. 2023-02 Craig H. Kritzer/Frogtown Cellars LLLP
29. 2023-03 Jeffrey Grindle/Tomato House Farm LLC
30. 2023-04 Michele Kraft Deblois/Hideaway Restaurant
31. 2023-05 Salman H. Ali/Ash Business, Inc. d/b/a Quick Mart 3
32. 2023-06 Charles Clinton Crane/C.L. Crane Grocery
33. 2023-07 Umamaheswari Devi Meruga/Saketh, Inc. d/b/a Lucky Food Mart
34. 2023-08 Darren E. Glenn/Riverside Tavern, LLC
35. 2023-09 Sharon Paul/Chestatee Valley Vintners, LLC d/b/a Three Sisters Winery
36. 2023-10 Michael Davis/Georgia Farm Wines, LLC d/b/a Seven Day Bottoms Farm Winery
37. 2023-11 Salman Ali/Afshar Inc. d/b/a Quick Mart #7
38. 2023-12 E. Karl Boegner/Dahlonega Wine Co., LLC d/b/a Wolf Mountain Vineyards
39. 2023-13 Matthew C. Garner/ZA2GA Wine Company, LLC d/b/a Montaluce Winery, La Vigne Restaurant
40. 2023-15 Blair Housley/Etowah Meadery, Corp./The Dahlonega Brewery
41. 2023-16 Suzanne Reilly Tebor/Neverland Farms, Inc.
42. 2023-17 Tushar V. Patel/Yogi's Quik Stop II, LLC. d/b/a Turners Corner Grocery Store
43. 2023-18 Evelyn Claire Livingston/Cavender Creek Winery, LLC d/b/a Cavender Creek Vineyards & Winery
44. 2023-19 Truptiben Patel/BJ Creek, LLC. d/b/a Clay Creek Falls Grocery

45. 2023-20 James Rider/JR’s BBQ & Country Store
46. 2023-21 Robert Warner/White Oaks LLC d/b/a White Oaks Bistro
47. 2023-22 Bhupendra Kumar Patel/Vaho Enterprises, LLC. d/b/a Ben Higgins ExxonMobil
48. 2023-23 Jigna Patel/Shalina Business, LLC d/b/a Mart 24/7
49. 2023-24 Becky Lynn Fuller/AGEA Enterprises, LLC d/b/a The Corner Store #2
50. 2023-25 James E. Pruitt/MR2Wings d/b/a Roosters Café
51. 2023-26 Tushar V. Patel/Yogis Quickstop, Inc. d/b/a Cutie Gas & Grocery
52. 2023-27 Sonika Ahluwalia/Aspen Gold, LLC d/b/a Disco Marathon
53. 2023-28 Salma Panjwani/SMS Express LLC d/b/a Cavenders Corner
54. 2023-29 Joseph Hannan/Barefoot Hills LLC
55. 2023-30 Kari McCann/Red Wine & Blue Vineyard & Winery LLC d/b/a Dahlonega Resort & Vineyard
56. 2023-32 Heather Breedlove/CGN Properties, LLC. d/b/a The Mountain Top Lodge
57. 2023-33 Michael Davis/Convenience Stores, Inc. d/b/a JP Dahlonega
58. 2023-34 Ghanshyam Ramanbhai Patel/ Jay Jalaramji LLC d/b/a Iron Mountain Mart
59. 2023-35 Craig Stansberry/Iron Mountain Park, LLC d/b/a The Grille at Iron Mountain
60. 2023-36 David Burns/Massey Burns, Inc. d/b/a 52 West Brewing

Motion: *A motion was made by Commissioner Moran to approve the license renewals by acclamation. The motion was seconded by Commissioner Greene. The motion was approved and carried.*

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS
The Commissioners all wished everyone a blessed Christmas.

PUBLIC COMMENTS
Stephanie Kaufman thanked the Commissioners for sending Mr. Ours to assist with the Iron Mountain Park situation along their property, and she said he has come out many times. She said she is pleased that a letter has been sent to Mr. Stansberry, but the noise has continued. At what point does an enforcement action happen, she asked? Ms. Kaufman also said she never got any answers for some of her questions regarding Iron Mountain. At a previous BOC meeting, she had given a handout to the Commissioners with some suggestions regarding decibel level changes and changes to the hours of operation. Ms. Kaufman had also asked for clarification on the locations of the quiet zones and for the definition of "quiet zone," and she asked for more clarification on the fencing requirements for Iron Mountain Park. She said all of these questions were asked back in October.

Chairman Dockery asked Ms. Kaufman to submit the list to the County Manager so the Commissioners would be able to look over it and research the matter before they provide any answers.

Sheriff Jarrard said he had spoken with Dr. Billy Kirk at Lumpkin County High School about the possibility of the school being used as a temporary warming station during the upcoming extreme cold front.

Citizen Matt Hodge commented on the road widening project for Sheep Wallow and Little Mountain Road. He was told the contractor would be done within 9 months, but they have not yet finished. He heard that it will not be completed until next summer and he would like to know if that is true. Mr. Ours said the contractor does have until the end of June, and it may end up taking that long. The contractor is also working on the paving at the new elementary school site on Pinetree Way, and there have been some delays due to weather. Mr. Ours said he will keep in touch with Mr. Hodge to let him know of any updates on the project.

ADJOURNMENT
Motion: *A motion was made by Commissioner Greene to adjourn the meeting. The motion was seconded by Commissioner Moran, and the motion was approved and carried.*

The meeting ended at 6:42 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Lumpkin County, Georgia

Finance

Date: January 17, 2023

Agenda Item: 2023-01 Update the Lumpkin County Fee Schedule *(Finance Director Abby Branan)*

Item Description: Consideration of updating the Lumpkin County Fee Schedule

Facts & Historical Information:

The Board of Commissioners approved updates to the County's fee schedule in November 2022. Staff inadvertently omitted a change to the ambulance milage rate.

Chapter 14 – Emergency Management and Services

Mileage per transport mile

Current: $11.95

Proposed: $15.00

Staff consulted with Professional Practice Support, the County's ambulance billing services company, to determine where the County could improve and be consistent with other entities.

Potential Courses Of Action:

A. Approve the changes to Chapter 18 Fees and Other Charges
B. Amend and Approve the changes to Chapter 18 Fees and Other Charges
C. Do not approve the changes to Chapter 18 Fees and other Charges

Budget Impact:

COA A will yield additional revenue not included in the FY2023 budget, as an increase in mileage per transport mile rate was not included during the budget process.

COA B may yield additional revenue not included in the FY2023 budget, depending upon which changes are approved.

COA C will have no change on the FY2023 budget, as an increase in mileage per transport mile rate was not included during the budget process.

Staff Recommendation:

Staff's recommendation is to approve the changes as presented.

Lumpkin County Resolution No. 2023 – 01

A Resolution to Update the Lumpkin County Fee Schedule

Whereas, the Lumpkin County Fee Schedule is contained in Chapter 18 of the Code of Ordinances of Lumpkin County; and

Whereas, each department with fees listed in the schedule has reviewed the fee schedule and the fees listed therein and recommended updates; and

Whereas, the Board of Commissioners desires to approve and adopt the updated fee schedule as recommended;

Now therefore, it is hereby resolved that Chapter 18 of the Code of Ordinances of Lumpkin County - Fees and Other Charges is hereby updated as specifically set forth in the Exhibit "A" attached hereto and fully incorporated herein.

It is further resolved that any fee increases set forth in the updated schedule shall be effective February 1, 2023.

Resolved, adopted and effective this 17th day of January, 2023.

____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

____
Melissa Z. Witcher
Lumpkin County Clerk

Sec. 18-19. County fee schedule.

The following schedules list county fees, showing the relevant Code section (if applicable), description of the fee and amount.

Chapter 2—Administration

Public records fees—In accordance with the Georgia Records Act, O.C.G.A. § 50-18-90

Dishonored payments for county fees and services (O.C.G.A. § 16-9-20):

$30.00 or five percent of the face amount of the instrument, whichever is greater, plus any amount charged to the county by the bank as a result of the instrument not being honored.

Chapter 4—Alcoholic Beverages

4-4 Administration:

Late filing penalty—each return 25.00

4-33 Licenses:

Application fee to defray investigative and administrative costs for all license categories 350.00

Manufacturer's license—annually:

Manufacturer of distilled spirits 1,500.00

Manufacturer of malt beverages 1,500.00

Manufacturer of wine 1,500.00

Retail dealers licenses—annually:

Distilled spirits for consumption on the premises:

First license for single location 1,500.00

Additional fixed bar at concurrently licensed location 750.00

Additional movable bar at concurrently licensed location 250.00

Malt beverages and wine for consumption on the premises 1,000.00

Malt beverages and wine package sales for off premises consumption 1,000.00

Nonprofit civic organization licenses—annually:

Malt beverages for consumption on the premises 250.00

Wine for consumption on the premises 250.00

Malt beverages and wine for consumption on the premises 500.00

Distilled spirits for consumption on the premises 1,000.00

Temporary license—per day up to 10 day per year maximum 50.00

Wholesale dealer licenses—annually:

Principal place of business within county 2,000.00

Principal place of business outside county 500.00

Farm winery licenses—annually:

Sales by the bottle for consumption off premises 1,000.00

Sales for consumption on the premises 1,000.00

Wholesale sales under O.C.G.A. § 3-6-21 .... 1,000.00

Adding wines other than farm wines by the bottle for consumption off premises 650.00

Adding wines other than farm wines by the bottle for consumption on premises 650.00

Adding wines other than farm wines for consumption both on and off the premises 1,000.00

Hotel-motel "in room" service license—annually 250.00

Brewpub licenses—annually 600.00

Alcoholic beverage caterer off-premise license

Single beverage by the drink 250.00

Combination beverage by the drink 350.00

4-35 Transfer of location fee 150.00

4-36 Change in documentation other than annual renewal—each 150.00

Ch. 4 Excise taxes:

4-156 Farm winery—first sale—per liter 0.22

Penalty—after 20th of month—as percentage of tax due 10%

4-183 Audit fees .... 125.00 per hour

4-238 Brewpubs:

½ barrel—15½ gallons 6.00

Barrel-31 gallons 12.00

Penalty—after 20th of month—as percentage of tax due 10%

Late filing fee—each return 25.00

4-289 Special Event Permits:

Nonprofit 50.00

For-profit 75.00

4-291 Event Permits for Catered Functions 50.00

4-343 Per drink excise tax:

Retail by the drink—as percentage of retail price or charge 3%

Penalty—after 10th of month—as percentage of tax due 10%

4-344 Excise tax on first sale or use of wine by the package:

Per liter 0.22

Penalty—after 10th of month—as percentage of tax due 10%

4-344 (b) Late Payments .... interest at the judgment rate as provided by state law

4-345 Excise tax on wholesalers:

Malt beverages:

7 ounce container—each 0.0292

8 ounce container—each 0.0333
12 ounce container—each 0.0500
14 ounce container—each 0.0583
16 ounce container—each 0.0667
32 ounce container—each 0.1333
Tap or draft—½ barrel—15½ gallons 6.00
Tap or draft—barrel—31 gallons 12.00

Distilled Spirits and Wine:

Per ounce 0.0065
Per liter 0.22
Penalty—after 10th of month—as percentage of tax due 10%

4-345 (b) Wholesalers—auditing fees:

Malt beverages or wine 350.00
Malt beverages and wine 450.00

4-346 Distilled spirits:

Retail by the drink—as percentage of retail price or charge 3%
Penalty—after 20th of month—as percentage of tax due 10%

4-346 Excise tax on beer and malt beverages produced by a brewpub:

½ barrel—15½ gallons 6.00
Barrel-31 gallons 12.00
Penalty—after 10th of month—as percentage of tax due 10%

4-347 Wholesalers—malt beverages:

7 ounce container—each 0.0292
8 ounce container—each 0.0333
12 ounce container—each 0.0500
14 ounce container—each 0.0583
16 ounce container—each 0.0667
32 ounce container—each 0.1333
Tap or draft—½ barrel—15½ gallons 6.00
Tap or draft—barrel—31 gallons 12.00

Distilled Spirits and Wine:

Per ounce 0.0065
Per liter 0.22
Penalty—after 20th of month—as percentage of tax due 10%

4-348 Penalty:

After the 10th of the month - as percentage of tax due 10%

Interest on late payments - interest at the judgment rate as provided by state law at the time the payment becomes a late payment

Chapter 6—Amusements and Entertainment

6-28 Employee investigative fee—each 50.00

6-29 Adult entertainment businesses:

Investigative fee 350.00

Permit fee 5,000.00

6-35 Annual renewal 5,000.00

6-37 Change of location or name—each 150.00

Chapter 8—Animals and Fowl

8-17 Dangerous Animals:

Registration fee/classified animals dangerous or vicious 100.00/year

Impoundment Boarding fees for dangerous/vicious dogs - daily (in addition to redemption fee) 20.00

Impoundment fee (dangerous or vicious animal) 150.00

Microchipping 25.00

Rabies shot 17.00

8-18 Impounded Animals:

Impoundment Boarding fees—daily (in addition to impoundment redemption fee below) 10.00

Impoundment reclaim fee—per animal (in addition to boarding fees above)

First reclaim fee 55.00

Second reclaim fee 65.00

Third reclaim fee 75.00

Microchipping 25.00

Rabies shot 17.00

8-19 Animal Shelter fees:

Dogs—each 100.00

Cats—each 75.00

Owner Surrender/Donation for Stray Animals 25.00

Owner Request PTS 25.00

Rabies Quarantine (per day) 15.00

Special Feeding Care (per day) 20.00

Large Animal & non-traditional companion animal reclaim fee 25.00

Chapter 10—Buildings and Building Regulations

Permits and inspections:

10-165 Noncommercial outbuildings:

Permit fee—per square foot .... 0.10 / 100.00 minimum

Inspection fees—per each electrical, plumbing and mechanical inspection 50.00

Chicken houses 500.00

10-166 Residential construction:

Permits—new construction (initial inspection included):

Up to 1,200 square feet 300.00

1,201 to 1,800 square feet 450.00

1,801 to 2,500 square feet 600.00

2,501 to 3,000 square feet 785.00

3,001 to 3,500 square feet 975.00

3,501 to 4,000 square feet 1,200.00

4,001 square feet and greater:

Base fee 1,200.00

Plus—per square foot over 4,000 .... 0.15

Additional inspections and re-inspections—each 50.00

One time inspection fee 50.00

Replacement of permit card 25.00

Permit renew 100.00

Sec. 10-167. Miscellaneous permit fees.

Per heated or unheated square foot—subject to minimum 0.22

Minimum permit fee regardless of square footage 100.00

Swimming pool construction permit—each 150.00

Moving homes into the county:

Building permit—same as residential construction Above/plus moving fee

Moving permit—each 300.00

10-188 Commercial construction:

Permits (initial inspection included):

Up to 1,000 square feet 525.00

1,001 to 2,000 square feet 750.00

2,001 to 2,500 square feet 975.00

2,501 to 4,000 square feet 1,200.00

4,001 to 6,500 square feet 1,500.00

6,501 to 10,000 square feet 1,875.00

10,001 square feet and greater:

Base fee 1,875.00

Plus—per square foot 0.10

Additional and reinspections—each 50.00

Replacement permit cards—each 25.00

Commercial additions or alterations: .... $0.25 per square feet

Chapter 12—Businesses and Business Regulations

12-26 Occupation tax:

0 to 3 employees 75.00

4 to 9 employees 185.00

10 to 19 employees:

Base fee 200.00

Additional for each employee over 10 .... 6.00

20 to 99 employees:

Base fee 275.00

Additional for each employee over 20 .... 4.00

100 or more employees:

Base fee 760.00

Additional for each employee over 100 .... 2.00

Mailing fee 2.00

12-103 License fee and license term tax:

Short-term rental host license 100.00

Chapter 14—Emergency Management and Services

Ambulance Billing Rates	
Service	Rate
ALS Level II	$984.69
ALS Level I	$750.00
ALS Non-Emergency	$429.68
BLS Emergency	$650.00
BLS Non-Emergency	$358.07
Mileage per transport mile	$15.00
Treatment/non-transport fee	$300.00

Chapter 16—Environment

16-162 NPDES land disturbance permit fee—per acre or fraction thereof 40.00

Additional NPDES fee per O.C.G.A. § 12-5-23(a)(5)—paid to EPD—not to exceed 40.00

Land disturbance permit:

Per disturbed acre or fraction thereof (subject to minimum below) 30.00

Minimum fee 150.00

Residential ESCP plan review—each 40.00

16-193 Stop work order—administrative fee 150.00

Chapter 20—Fire Prevention and Protection

Copies of public documents—per page (in addition to fax or mail costs) 0.50

Fire code enforcement related fees:

Plan review and construction:

Up to 10,000 square feet gross floor area 150.00

Over 10,000 square feet gross floor area—per square foot 0.015

Certificate of fire safety compliance (C/O):

Up to 10,000 square feet gross floor area 150.00

Over 10,000 square feet gross floor area—per square foot 0.015

Inspection fees—general: (80% cover up. 100% is covered under the construction permit with no additional charge.)

Fire safety inspections:

Annual inspection—each 0

Follow up inspection—each 0

First reinspection 100.00

Second reinspection 150.00

Third and all subsequent reinspections – each 220.00

Reinspections generally:

First reinspection 100.00

Second and all subsequent reinspections—each 150.00

Facility license inspection (required by another agency)—each 100.00

Inspection of storage of hazardous materials—each 100.00

Permits and permit related inspections:

Blasting permit—each 100.00

Fireworks display permit—each (see Code sec. 20-152) 100.00

Special event permit inspections—each 100.00

Heated tar pot roofing operations—each 100.00

Installation and removal of underground tanks—each tank 100.00

Installation of fire suppression systems (hood, fire alarm, sprinkler systems and similar)—each 100.00

Fire watch:

Personnel—per person per hour 50.00

Apparatus usage—per apparatus per hour 175.00

Hazardous materials:

Labor—per person per hour:

Rank of captain or below 25.00

Chief officers 50.00

Hazmat technician 75.00

Vehicles—per hour per vehicle:

Engine or tanker 150.00

Command vehicles 100.00

Light rescue and air truck 100.00

Heavy rescue 150.00

Paramedic ambulance 150.00

Materials and equipment—per item (subject to change without notice due to increases in charges by suppliers):

J4-SPC OP 100 oil plus pad 79.40

J5-SPC oil 430soc—oil only 18.00

J5-SPC 810 boom oil socks 86.20

J4-GATGS20 oil sorb—25 pounds 27.75

Multi-gas monitor—per hour 30.00

Level A suit 1,001.00

Level B suit 287.80

Firefighter turnout gear 2,200.00

Self-contained breathing apparatus 5,395.00

Tyvek/Saranex coveralls with hoods and booties 45.40

HaxMax boots 109.00

Butyl gloves 95.20

Class A foam—five gallons 94.90

AFFF 3%—6%—five gallons 108.00

J5-RAI1400 rainwear 86.80

Salvage overpak drums—95 gallons 199.00

Decon tub 47.80

Decon agent 28.50

Brushes 60.00

Brush pole 28.50

1¾ inch fire hose—50 feet 134.00

3 inch fire hose—50 feet 245.00

Akron fire nozzle 715.75

Chapter 22—Health and Sanitation

Septic fees:

Septic tank permit (up to 2,000 gal/day)	325.00
2,001 to 3,000 gal/day	375.00
Per 1,000 over 3,000 gal	100.00
Pump system or advanced treatment system	100.00 additional
Septic system reinspection	60.00
Subdivision review, per lot	60.00
Individual lot pre-purchase evaluation	65.00
Permit renewal fee*	100.00
Residential repair permit	50.00
Commercial repair permit	100.00
Add-on/modification permit	100.00
Existing system evaluation	65.00
Septage removal permit (pumper truck):	
First truck	100.00
Each additional truck	35.00
Plan review fee	100.00
Portable waste and disposal permit:	
First truck	100.00
Each additional truck	35.00
Food service fees:	
Plan review fee	100.00
Initial permitting fee and annual inspection fee:	
0 to 25 seats	225.00
26 to 50 seats	250.00
51 to 75 seats	275.00
76 to 100 seats	300.00
101 to 200 seats	325.00
201 or more seats	350.00
Event venue permit and annual inspection fee (not open to the public)	250.00
Late annual inspection fee	125.00
Reinspection fee (requested inspection)	75.00
Food service site-pre purchase	35.00
Mobile unit and commissary:	
Plan review fee	100.00
Initial permit fee	225.00

Annual inspection fee (commissary and 1 truck)	225.00
Each additional mobile truck	100.00
Temporary food service vender inspection fee	40.00
Tourist accommodation fees:	
Plan review fee	100.00
Initial permit fee and annual inspection fees:	
2 to 6 rooms	125.00
7 to 20 rooms	175.00
21 to 40 rooms	275.00
41 to 60 rooms	325.00
61 or more rooms	375.00
Late annual inspection fee	125.00
Reinspection fee (requested inspections)	75.00
Well water testing:	
Water sample	40.00
Public pool fees:	
Pool/spa plan review and construction permit	150.00
Initial permit fee and annual operating permit:	
Public swimming pool	150.00
Special purpose pool	250.00
Wading pool	35.00
Spa	35.00
Late annual inspection fee	125.00
Reinspection fee	35.00
Body art/tattoo fees:	
Initial plan review and permitting fee	400.00
Annual inspection fee	200.00
Technician permit fee	50.00
Technician annual renewal fee	50.00
Reinspection fee	75.00
Late annual inspection fee	125.00
Other fees:	
Rabies testing**	75.00 (plus any applicable lab fees)

* Septic permits are valid for 12 months from date of issue. This renewal will require an additional site visit and make a permit valid for an additional 12 months. Renewal must be made prior to the expiration date of the permit.

Every effort will be made to notify the permit holder of the forthcoming expiration date, but failure to receive notification will not change these terms.

** Requested testing of sample outside of state guidelines for testing.

Chapter 26—Land Development

26-139 Extension fee—preliminary plat (nonrefundable)........100.00

Plat and development fees:

Plat approval for recording........35.00

Plat scanned to disc........5.00

Subdivision preliminary plat—per lot........75.00

Subdivision final plat:

Per lot—subject to minimum fee below........15.00

Minimum fee........150.00

Sec. 26-414. Stop work orders

Stop work order processing fee—each........150.00

Commercial plan review:

Disturbed area of less than 5 acres........300.00

Disturbed area of 5 to 10 acres........750.00

Disturbed area of 10 to 25 acres........1,500.00

Disturbed area over 25 acres:

Base fee 1,500.00

Additional per acre or fraction thereof........150.00

26-607 Multifamily Application fees: ....$50.00 per acre + $25.00 per multifamily building with a minimum fee of $250.00.

Chapter 27—Land Use

Sec. 27-250. Schedules and Fees

Special land use permit—per acre or fraction thereof........150.00

Land use map change—each........225.00

Variance to character area standards application—each........225.00

Appeal of administrative decision—each appeal........225.00

Advertisement fee—each application........30.00

Chapter 30—Manufactured and Mobile Homes

30-11 Additional and re-inspections—each........50.00

30-13 Moving set-up and installation of manufactured homes:

Moving permit—each........75.00

Set-up and installation permit—each........225.00

Land disturbance permit—each........150.00

Conditional temporary power 50.00

Pre-owned inspection fee 150.00

Chapter 34—Parks and Recreation

Community Center rentals are all based on a four-hour minimum (per day). Additional hours above the 4-hour minimum are at the hourly rate. Security deposit must be paid in full at the time of booking rental.

Security deposit is subject to increase based on type of rental, number of guests, etc. "Non-profit" means charitable organizations such as United Way, Boy Scouts, Girl Scouts, Family Connection, etc.

Weekdays (Monday through Friday, except holidays):

Gym:

Regular— Minimum rental—four hours 240.00

Each additional hour over first four 60.00

Non-profit— Minimum rental—four hours 180.00

Each additional hour over first four 45.00

Floor covering fee 150.00

Refundable security deposit (due at time of reservation) 100.00

Heritage Room A:

Regular— Minimum rental—four hours 100.00

Each additional hour over first four 25.00

Non-profit— Minimum rental—four hours 80.00

Each additional hour over first four 20.00

Refundable security deposit (due at time of reservation) 100.00

Heritage Room B:

Regular— Minimum rental—four hours 80.00

Each additional hour over first four 20.00

Non-profit — Minimum rental—four hours 60.00

Each additional hour over first four 15.00

Refundable security deposit (due at time of reservation) 100.00

Heritage Main:

Regular— Minimum rental—four hours 175.00

Each additional hour over first four 43.75

Non-profit— Minimum rental—four hours 125.00

Each additional hour over first four 31.25

Refundable security deposit (due at time of reservation) 100.00

Art Room:

Regular— Minimum rental—four hours 75.00

Each additional hour over first four 18.75

Non-profit— Minimum rental—four hours.......50.00

Each additional hour over first four.......12.50

Refundable security deposit (due at time of reservation).......100.00

Conference Room:

Regular— Minimum rental—four hours.......50.00

Each additional hour over first four.......12.50

Non-profit— Minimum rental—four hours.......40.00

Each additional hour over first four.......10.00

Refundable security deposit (due at time of reservation).......100.00

Activity Room A:

Regular— Minimum rental—four hours.......80.00

Each additional hour over first four.......20.00

Non-profit — Minimum rental—four hours.......60.00

Each additional hour over first four.......15.00

Refundable security deposit (due at time of reservation).......100.00

Activity Room B:

Regular— Minimum rental—four hours.......80.00

Each additional hour over first four.......20.00

Non-profit — Minimum rental—four hours.......60.00

Each additional hour over first four.......15.00

Refundable security deposit (due at time of reservation).......100.00

Activity Main Room:

Regular— Minimum rental—four hours.......125.00

Each additional hour over first four.......31.25

Non-profit— Minimum rental—four hours.......110.00

Each additional hour over first four.......27.50

Refundable security deposit (due at time of reservation).......100.00

Kitchen:

Regular— Minimum rental—four hours.......100.00

Each additional hour over first four.......25.00

Non-profit — Minimum rental—four hours.......100.00

Each additional hour over first four.......25.00

Refundable security deposit (due at time of reservation).......100.00

Weekends and Holidays (Saturdays, Sundays and holidays, excluding County holidays):

Gym:

Regular— Minimum rental—four hours 400.00

Each additional hour over first four 100.00

Floor covering fee 150.00

Refundable security deposit (due at time of reservation) 100.00

Heritage Room A:

Regular— Minimum rental—four hours 175.00

Each additional hour over first four 43.75

Refundable security deposit (due at time of reservation) 100.00

Heritage Room B:

Regular— Minimum rental—four hours 150.00

Each additional hour over first four 37.50

Refundable security deposit (due at time of reservation) 100.00

Heritage Main:

Regular— Minimum rental—four hours 300.00

Each additional hour over first four 75.00

Refundable security deposit (due at time of reservation) 100.00

Art Room:

Regular— Minimum rental—four hours 100.00

Each additional hour over first four 25.00

Refundable security deposit (due at time of reservation) 100.00

Conference Room:

Regular— Minimum rental—four hours 80.00

Each additional hour over first four 20.00

Refundable security deposit (due at time of reservation) 100.00

Activity Room A:

Regular— Minimum rental—four hours 120.00

Each additional hour over first four 30.00

Refundable security deposit (due at time of reservation) 100.00

Activity Room B:

Regular— Minimum rental—four hours 120.00

Each additional hour over first four 30.00

Refundable security deposit (due at time of reservation) 100.00

Activity Room Main:

Regular— Minimum rental—four hours 200.00

Each additional hour over first four 50.00

Refundable security deposit (due at time of reservation) 100.00

Kitchen:

Regular— Minimum rental—four hours 150.00

Each additional hour over first four 37.50

Refundable security deposit (due at time of reservation) 100.00

Community House:

Minimum rental—four hours (Per Side) 150.00

Each additional hour over first four 37.50

Refundable security deposit (due at time of reservation) 100.00

Timken Pavilion 4 hour rental 40.00

Each additional hour over first four 10.00

Use of park for 5k 150.00

Ball field .... 10.00 per hour

Plus Light Usage .... 20.00 per hour
(monthly or season rentals will be assessed on a case by case basis)

Field Prep (per instance) 30.00

Travel Team field rentals (per 6 months) 500.00

Park and Recreation Athletic Fees:

Adult Softball 550.00/team

Baseball (Fall) 7 and up 70.00

Baseball (Spring) 7 and up 90.00

Basketball 7 and up 85.00

Basketball Little Hoopers (4-6 years old) 35.00

Cheerleading 5 and up (football) 140.00

Football (Tackle) 6 and up 175.00

Football (Flag) 65.00

Heroes League (All ages) 25.00

Little Batters (3—4 years old) 35.00

Softball (Fall) 7 and up 70.00

Softball (Spring) 7 and up 90.00

Swim team (all ages) 100.00

(Swimmers provide own uniform)

T-ball (Fall) 4-6 years old 70.00

T-ball (Spring) 4-6 years old 75.00

Track and field 110.00

Chapter 40—Planning and Development

40-2 Variance applications to planning commission:

Filing fee—each application 225.00

Advertisement fee—each application 30.00

Appeals to planning commission—each appeal 225.00

40-3 Schedule of fees for electronic copies of existing planning department documents:

Scan to disc or USB* device.

1—5 sheets 5.00

6—10 sheets 10.00

11—15 sheets 15.00

Each sheet over 15 .... 1.00

Regular size paper copies 0.25/page

* USB device must be provided by citizen.

Copying fees will be subject to current pricing fees for GIS map.

Paper maps:

11×17 / 8.5×11 .... 1.00

24×36 .... 10.00 b/w; 25.00 color

36×48 .... 15.00 b/w; 40.00 color

Road Atlas 15.00

GIS Fees:

Lidar w/GIS layers	$100.00 per acre for the first 10 acres.
	$10.00 per acre for each additional acre.
Old imagery	$50.00 per tile
Current Imagery	$100.00 per tile
GIS Layers	$50.00 per tax map
Tax Parcel layer (whole county)	$3,750.00
Other layers (whole county)	$500.00

Chapter 42—Roads, Sidewalks and Other Public Places

42-1 Street Name Sign and Stop Sign

Street Name sign 155.00

Stop sign 160.00

42-68 Road renaming fee—nonrefundable—each 250.00

42-104 Special Event Permit 225.00

Chapter 46—Signs

46-212 Sign permit—per square foot of sign area 3.00

Chapter 51—Telecommunications

Cell tower construction permits:

Plan review—each 2,250.00

New tower building permit—each 750.00

Co-location permit—each....1,125.00

Building permit—each 50.00

Cell tower variance or appeal—each....3,000.00

Advertising fee—each 30.00

Chapter 54—Utilities

54-77 Sand and oil/grease interceptors:

Inspection fee—annually....25.00

Reinspection fee—each....50.00

54-129 High strength wastewater surcharges:

BOD:

First level—per pound....1.00

Second level—per pound 2.00

TSS:

First level—per pound....1.00

Second level—per pound 2.00

TKN:

First level—per pound....5.00

Second level—per pound 10.00

Phosphorus:

First level—per pound....10.00

Second level—per pound 15.00

Other Fees

Senior Center facilities fees—per meeting, central area only. Hours of availability are 4:00 p.m. to 10:00 p.m. Monday through Friday. Only meetings are allowed. No parties or fundraisers are permitted. Senior activities and community groups take precedence regarding rental.

For profit groups and organizations 85.00

Non-profit community organizations 65.00

Contract—Non-profit community organizations....50.00

Non-profit organization delivery meals-on-wheels—weekly basis 35.00

Weekend/Holiday rental—determined case-by-case

Deposit required....100.00

LUMPKIN COUNTY RESOLUTION NO. 2023-02

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

Whereas, the Lumpkin County Board of Commissioners desires to appoint a member to the Lumpkin County Library Board of Trustees for the remainder of an unexpired term;

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

Name	**Seat**	**Term Expiration**
Barbara Poole	Seat 1	June 30, 2026

Resolved, adopted and effective this 17th day of January, 2023.

____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County Resolution No. 2023 –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 2, Seat 4 and Seat 5;

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

Name:	**Seat No.**	**Term Expiring:**
Leland Cox	2	February 21, 2025
Greg Trammell	4	February 21, 2024
Jim Curtis	5	February 21, 2026

Resolved, adopted and effective this 17th day of January, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Finance

Date: January 17, 2023

Agenda Item: 2023-001 Mauldin & Jenkins - 2022 Audit Engagement Letter *(Finance Director Abby Branan)*

Item Description: 2022 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, 2022. 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 27, 2023 and states that reports will be issued no later than June 30, 2023. 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 2022 are $75,500, which includes the base audit ($51,000), single audit ($9,000), Airport Authority audit ($9,000), and Development Authority audit ($6,500).

Potential Courses Of Action:

A. Approve the signing of the engagement letters as presented.
B. Request changes to the engagement letters.
C. Direct staff to issue and RFP in search of another audit firm. This course of action may not allow staff sufficient time to engage another audit firm and complete reports due by June 30, 2023.

Budget Impact: Audit fees are included in the 2023 budget.

Staff Recommendation:

Approve the signing of the engagement letters as presented.

MAULDIN & JENKINS
CPAs & ADVISORS

December 16, 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, 2022. 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, 2022. The County's ratio value will be compared to 0.20, the maximum threshold established by the regulations.

200 GALLERIA PARKWAY S.E., SUITE 1700 • ATLANTA, GA 30339-5946 • 770-955-8600 • 800-277-0080 • FAX 770-980-4489 • www.mjcpa.com
Members of The American Institute of Certified Public Accountants

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, 2022. 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, 2021 and 2022. 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 operating deficit requirement for the year ending December 31, 2022 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, 2022 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, 2022 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, 2022, 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.

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 27, 2023 and, unless unforeseeable problems are encountered, the engagement should be completed by June 30, 2023.

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

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.

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 $2,000 for the year ended December 31, 2022. 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-or-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.

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: ______________________________________

MAULDIN & JENKINS
CPAs & ADVISORS

December 16, 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, 2022. We will examine management of Lumpkin County, Georgia's assertion made in the letter of Mr. Alan Ours to Mr. Keith Stevens, of the Georgia Environmental Protection Division, about Lumpkin County, Georgia's compliance during the year ended December 31, 2022 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.

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. Alan Ours 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, 2022 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. Alan Ours to Mr. Keith Stevens, of the Georgia Environmental Protection Division, about the County's compliance during the year ended December 31, 2022 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 suitable, will be available to intended users, and are appropriate for the purpose of the engagement. 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.

We plan to begin our procedures in February 27, 2023 and, unless unforeseeable proplems are encountered, the engagement should be completed by June 30, 2023. 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 $2,000 for the year ended December 31, 2022. 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-or-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: ______________________________

MAULDIN & JENKINS

CPAs & ADVISORS

December 16, 2022

Abby Branan, Finance Director
Lumpkin County Hospital Authority
99 Courthouse Hill, Suite D
Dahlonega, GA 30533

Dear Abby:

This letter and the attached Standards of Services in Tax Matters for Business Taxpayers confirm and specify the terms of our tax engagement with Lumpkin County Hospital Authority for the year ended December 31, 2022 and clarify the nature and extent of the tax services we will provide.

Our engagement is designed to perform the following services:

1. Prepare Form 990, Return of Organization Exempt from Income Tax, with supporting schedules.

2. Prepare Form 990-T, Exempt Organization Business Income Tax Return, if applicable. If not prepared in prior years, this may result in additional fees.

3. Prepare state income tax returns for all jurisdictions deemed to have filing obligations. In addition, any other state returns, such as state charitable registrations, as requested by you in writing. This may result in additional fees.

This engagement letter does not cover the preparation of any financial statements, which, if we are to provide, will be covered under a separate engagement letter.

It is your responsibility to provide us with all the information required for preparing complete and accurate returns. You should retain all the documents, cancelled checks, and other data that form the basis of the returns. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the tax returns and, therefore, you should review them carefully before you sign them.

You are confirming that you will furnish us with all the information required for preparing the returns. This includes, but is not limited to, providing us with the information necessary to identify (1) all states and foreign countries in which you “do business” or derive income (directly or indirectly) and (2) the extent of business operations in each relevant state and/or country. We will not audit or verify the data you submit, although we may ask you to clarify it, or furnish us with additional data. You should retain all the documents, books, and records that form the basis of your income and deductions. The documents may be necessary to prove the accuracy and completeness of the returns to a taxing authority. If you have any questions as to the type of records required, please ask us for advice in that regard.

We may provide you with a questionnaire or other documents requesting specific information. Completing those forms will assist us in making sure you are well served for a reasonable fee. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting the returns. We will not verify the information you give us; however, we may ask for additional clarification of some information.

Please note that the Internal Revenue Service ("IRS") considers virtual currency (e.g., Bitcoin) as property for U.S. federal tax purposes. As such, any transactions in, or transactions that use, virtual currency are subject to the same general tax principles that apply to other property transactions. If you had virtual currency activity during the 2022 tax year, you may be subject to tax consequences associated with such transactions, and may have additional foreign reporting obligations.

You agree to provide us with complete and accurate information regarding any transactions in, or transactions that have used, virtual currency during the applicable tax year. Please ask us for advice if you have any questions regarding the type of records required for virtual currency transactions.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will share our knowledge and understanding of the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If a taxing authority should later contest the position taken, there may be an assessment of additional tax, interest and penalties. We assume no liability for such assessment of additional tax, penalties or interest. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed where taxpayers make a substantial understatement of their tax liability. Taxpayers may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) there was a reasonable basis for the position taken on the return and the relevant facts affecting the item's tax treatment were adequately disclosed on the return. You agree to advise us if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purposes of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issues in your returns.

Additional services will be subject to arrangements made in writing at the time requested.

In 2018, a Supreme Court Ruling in South Dakota v. Wayfair, Inc. ("Wayfair") significantly impacted businesses that engage in out-of-state sales (i.e., remote sales). Wayfair opened the door for other states to redefine what is deemed to be "sufficient contact" from a physical presence standard, to a much broader standard that looks at a business' economic presence ("economic nexus") in a given state. How this may impact your business depends on the individual states from which you derive sales and whether they have adopted an economic nexus standard. Our engagement is limited to preparing the income tax returns specified above, and you understand and acknowledge that you are responsible for compliance with applicable rules associated with the collection and remittance of sales and use tax for the various states in which you do business. If you require our assistance to assess your sales and use tax exposure and how the Wayfair decision may impact your business, please let us know as our firm offers specialized services designed to assess your sales and use tax risks and potential exposure to substantial economic nexus. Any additional services will be covered under a separate engagement letter.

If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to prepare appropriate amended returns as a separate engagement.

Our work in connection with the preparation of the tax return(s) does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. The returns will be prepared solely from information provided to us without verification by us.

If you and/or your entity have a financial interest in, or signature authority over, any foreign accounts, you may be subject to certain filing requirements with the U.S. Department of the Treasury, in addition to the IRS. Filing requirements may also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign account(s).

By your signature below, you agree to provide us with complete and accurate information regarding any foreign accounts that you and/or your entity may have had a direct or indirect interest in, or signature authority over, during the above referenced tax year. The foreign reporting requirements are very complex, so if you have any questions regarding the application of the U.S. Department of the Treasury and/or the IRS reporting requirements to your foreign interests or activities, please ask us for advice in that regard. Failure to timely file the appropriate forms with the U.S. Department of the Treasury and the IRS may result in substantial civil and/or criminal penalties. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.

U.S. citizens and U.S. residents who are officers, directors, or shareholders in certain foreign corporations may be required to attach Form 5471, *Information Return of U.S. Persons With Respect To Certain Foreign Corporations*, to a federal income tax return. If we determine that one or more Form(s) 5471 should be attached to your return, we will discuss this determination with you. Preparation or review of Form(s) 5471 would increase the fees for tax return preparation described below.

By your signature below, you acknowledge that you are responsible for management decisions and functions. That responsibility includes designating a qualified individual, preferably within senior management, with suitable skills, knowledge and/or experience to be responsible and accountable for overseeing all the specific services we perform as part of this engagement, as well as evaluating the adequacy and results of the services performed. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Management is responsible for the design, implementation, and administration of applicable policies that may be required under the Affordable Care Act or any state-specific health mandate. As Mauldin & Jenkins, LLC is not rendering any legal services as part of our engagement, we will not be responsible for advising you with respect to the legal or regulatory aspects of your organization's compliance with the Affordable Care Act or any state-specific health mandate.

By your signature below, you understand and agree that management is responsible for the accuracy and completeness of the records, documents, explanations, and other information provided to us for purposes of this engagement. You have the final responsibility for the income tax returns and, therefore, you should review them carefully before you sign them. You agree that our firm is not responsible for a taxing authority's disallowance of deductions or inadequately supported documentation, nor for resulting taxes, penalties, and interest.

Our fee for these services is based on the time required by the individuals assigned, plus direct expenses. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned. We estimate that our fees for these services will be $1,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. 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. 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 have the right to withdraw from this engagement at our discretion if you fail to provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests, or misrepresent any facts. Our withdrawal will release us from any obligation to complete your return and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

Your returns may be selected for examination by taxing authorities. In the event of an examination or other IRS or state taxing authority contact, any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examinations, we will be available upon request to represent you. However, such additional services are not included in the fees for the preparation of the tax return(s), and would be covered under a separate engagement letter.

Because of the importance of oral and written management representations to the effective performance of our services, you release and indemnify our firm and its personnel from any and all claims, liabilities, costs, and expenses attributable to any misrepresentation by management and its representatives.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions. However, as emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered to and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

We may from time to time and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers, some of whom may be cloud-based, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, our policy is to obtain Systems and Organization Controls (SOC) reports from all software vendors. A SOC report is an independent, third-party validation of a service organization's commitment to evidencing the design and effective operation of their controls. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the due date of the return. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.

It is our policy to keep records related to this engagement for seven years. However, Mauldin & Jenkins, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any governmental or regulatory agencies. Mauldin & Jenkins, LLC does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data, and records.

By signing this engagement letter, you acknowledge and agree that upon the expiration of the seven-year period, Mauldin & Jenkins, LLC shall be free to destroy our records related to this engagement.

Federal law has extended the attorney-client privilege to some, but not all, communications between a client and the client's CPA. The privilege applies only to non-criminal tax matters that are before the IRS or brought by or against the U.S. government in a federal court. The communications must be made in connection with tax advice. Communications solely concerning the preparation of a tax return will not be privileged.

In addition, the confidentiality privilege can be inadvertently waived if the contents of any privileged communication are discussed with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact us before releasing any privileged information to a third party. As a business, you need to be especially careful about privileged communications. If a communication is made in the presence of an employee who is not authorized to act or speak for the business in relation to the communication's subject matter, then the communication will be deemed to be made in the presence of a third party and any privilege will be waived.

If we are asked to disclose any privileged communication, unless we are required to disclose the communication by law, we will not provide such disclosure until you have had an opportunity to argue that the communication is privileged. You agree to pay any and all reasonable expenses that we incur, including legal fees, that are a result of attempts to protect any communication as privileged.

To assist you in understanding the scope of our services and other matters related to our preparation of your tax returns, we have attached a copy of the "Mauldin & Jenkins Standards of Services in Tax Matters for Business Taxpayers." All our tax return preparation services are expressly subject to these standards of services. This letter and the attached standards of services are binding on all persons and entities whose returns are to be prepared pursuant to this letter. By your signature below, you will agree to them. Please note that handwritten changes to this letter or to the attached standards of services will have no legal effect.

If the foregoing, along with the attached Standards of Services in Tax Matters for Business Taxpayers, correctly sets forth your understanding of our tax engagement, please sign this letter in the space below and return it to our office. If you disagree with any of these terms, please notify us immediately.

We want to express our appreciation for this opportunity to work with you.

If you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

MAULDIN & JENKINS, LLC

Adam Fraley

Confirmed on behalf of Lumpkin County Hospital Authority:

___________________________	___________________________
Signature	Date
___________________________	___________________________
Name	Title

In the course of delivering tax services to our clients or to third parties ("you"), Mauldin & Jenkins, LLC ("M&J", "we" or "us") applies customary practices intended to provide our services in a cost effective manner and in accordance with applicable law and professional standards. This document describes the standards for performance of our services ("these Standards") relating to tax return preparation, tax advice and consultation, representation in any tax controversy matter, preparation of reports of foreign financial accounts and transactions, accounting for taxes under ASC 740, liability and dispute resolution, or any other federal, state, local or foreign tax matter.

These Standards do not constitute an agreement to provide tax services. Our agreement to provide specific tax services can only be made in the manner provided in an engagement letter agreed upon by both you and us, and signed by our duly authorized partner, principal or employee (the "Engagement Letter"). These Standards may be modified for a particular project, but only to the extent we expressly agree in an Engagement Letter signed by our duly authorized partner, principal or employee. Modification of these Standards in an Engagement Letter will apply only to the specific services described in that Engagement Letter.

These Standards reference certain tax return, reporting, withholding or other requirements frequently encountered by business taxpayers under federal and state law. However, the description of any referenced requirement is only a summary as of the date these Standards were released and is not a comprehensive description of the referenced requirements. In addition, there are many other requirements under applicable law that are not referenced in these Standards.

References in these Standards to the "Code" mean the Internal Revenue Code of 1986, as amended. "Tax Advice" has the meaning set forth in Section 4.1.

1. Standards Applicable to all Tax Services

1.1 Scope of Our Services. The scope of our services will be limited to the services specifically described in the applicable Engagement Letter. If you require services beyond those specifically described in a particular Engagement Letter, these additional services would require either a separate Engagement Letter or an expansion of an existing Engagement Letter at an additional cost.

1.2 Decisions. While we may provide you with advice concerning tax return reporting and tax consequences of certain transactions, you will retain all authority and responsibility for making any decisions based on our advice.

1.3 Reliance on Information. Except as provided in the applicable Engagement Letter, we will not investigate or verify any facts underlying the transactions reported on your tax return, but we will rely on the financial and other information that you provide us and any financial information that we receive in connection with any assurance services we provide to you. If the actual facts are different from the facts represented to or understood by us, or if there are other facts of which we are not aware, the tax return reporting of the transactions or the conclusions in our Tax Advice could be materially different than that reported on the returns prepared by us.

1.4 Possibility of Litigation. If the IRS or another tax authority adopts a position contrary to any analysis or conclusions in our Tax Advice or to any position reported on a tax return, it might be necessary to pursue administrative appeals or litigation. Decisions of whether and how to pursue administrative appeals or litigation may be based on considerations of cost, publicity and other matters unrelated to the technical merits of a tax position. In some cases, taxpayers elect not to pursue appeals or litigation even though a reported position may ultimately be sustained on appeal or in litigation.

1.5 Changes in Law. Subsequent changes to applicable law or regulations, or the issuance of new case or ruling authority, could materially and adversely affect the analysis and conclusions in an item of Tax Advice or a position reported on a tax return. Neither the delivery of any Tax Advice nor the preparation of a tax return is an undertaking on our part to monitor or to advise you concerning any changes in law subsequent to the date of the Tax Advice or the delivery of the tax returns.

1.6 Tax Strategy Patents. In the past, the U.S. Patent and Trademark Office has issued business method patents for certain tax planning strategies. Federal legislation in 2011 precluded future tax strategy patents, but did not terminate previously issued tax strategy patents. The validity of these previously issued patents and the coverage of any patent claims, involves legal interpretations and judgments concerning U.S. patent law, rather than professional judgment concerning the Code. Accordingly, we cannot advise you concerning the applicability of any tax strategy patents. If during the course of our providing tax services to you under an Engagement Letter, we actually become aware that the owner of any tax strategy patent is likely to assert that the patent extends to any of your tax planning or tax reporting positions, we will bring this to your attention so that you can seek legal counsel. However, we will not conduct separate due diligence procedures to identify potentially applicable tax strategy patents.

2. Tax Return Preparation

2.1 Scope of Return Preparation Services. Our services in preparing your tax returns are limited to tax return preparation, and our preparation of a return should not be viewed as assurance that any particular reported position is likely to prevail in the event of a challenge by the IRS or another tax authority. If we become aware of a return position for which we believe a penalty under the Code is likely to apply, we will bring that position to your attention. If you would like us to advise you concerning any specific matter on your tax return, please contact us to discuss expanding the scope of our services. Any Tax Advice rendered in connection with the preparation of any tax return is subject to the provisions described under "4. Tax Advice" below. Tax return preparation and tax advisory services do not include representation in the event of an examination by the IRS or other tax authorities.

Tax return preparation services do not constitute accounting or auditing services. In addition, tax return preparation services are not designed to disclose defalcations or other irregularities, should any exist. Conversely, financial statement audits and reviews are not designed or intended to examine or address every potential income or franchise tax issue. In addition, certain potential adjustments that are deemed immaterial for financial statement reporting purposes may be required for tax reporting purposes. Please contact us if you would like us to review any specific financial statement items for compliance with applicable tax laws.

In the course of preparing tax returns, we may prepare schedules or perform accounting work as we deem necessary to prepare your returns in accordance with applicable law and professional standards. These schedules and accounting work are solely for the support of our tax return services, and may not be appropriate for financial statement or other purposes.

2.2 Our and Your Respective Responsibility for Accuracy. We will exercise due professional care and judgment to include all required information in your tax returns. The Code provides that by signing or authorizing the electronic filing of your returns, you are verifying that they are true, correct and complete. Accordingly, you should review each tax return carefully before signing the return or any e-filing authorization and bring any questionable items or any omissions to our attention.

2.3 Jurisdictions for Returns. We will prepare tax returns for those federal, state, local and foreign jurisdictions described in the applicable Engagement Letter. We will advise you if we believe, based on the information that you provide us, that a tax return should be filed in any other jurisdiction, but we will not prepare any such tax return without your approval of the expansion of our scope of services. It is important that you inform us of any new or expanded activities that could trigger filing requirements in an additional state(s), such as the acquisition of property or the hiring of employees in a new state. Activities of a partnership, LLC, trust or other pass-through entity in which you are an owner or beneficiary may also trigger additional state tax filings, so please contact us if you have acquired an interest in a new passthrough entity over the past year.

2.4 Deductions, Credits and Other Tax Incentives. If we determine that you are eligible for any tax credit, exclusion or deduction, we will either apply any such tax benefit in preparing your tax returns or we will advise of its availability and any related considerations to permit you to decide whether to take advantage of the tax benefit. Your eligibility for certain tax benefits will in some cases depend on the existence of certain documentation and may require tax research beyond the scope of tax return preparation services.

There are numerous tax credits, exclusions and deductions for which a detailed review of business or investment activities would be required to determine their availability. Such a detailed review is beyond the scope of tax return preparation. If you would like us to undertake a detailed review of your activities to identify tax credits, exclusions or deductions, please contact us to discuss the terms of an engagement for these services.

2.5 Level of Assurance and Return Disclosures. The Code prohibits tax preparers from signing any tax return known to report any position (i) that is not supported by "substantial authority" unless certain disclosures are made concerning the position or (ii) attributable to certain "tax shelters" or "reportable transactions" that the preparer does not reasonably believe is more likely than not correct. Because of the limited scope of analysis in evaluating a reporting position, a conclusion that disclosure is not required to enable us to sign a return may not be sufficient to avoid the application of tax penalties under the Code. Except as expressly provided in an applicable Engagement Letter, we will not review any reporting position or perform any tax research for the purpose of either (i) determining whether a position can be reported without disclosure or (ii) determining whether tax penalties may apply. If you wish to report a position without disclosure on the return, or if you are concerned about the potential application of tax penalties, please contact us to discuss expanding the scope of our services to include Tax Advice that may address your concerns. Tax return disclosure may in some cases reduce the taxpayer's risk of penalties attributable to a substantial understatement.

2.6 Disclosure of Transactions and Other Financial Information. The Code and certain state laws require that you disclose on or with your tax return certain transactions or other financial information. There are significant financial penalties for failure to disclose these matters and these penalties may apply even if there is no understatement of tax. Our tax return preparation services do not include any separate investigation to evaluate whether there are any transactions or other matters that must be disclosed on your returns, but we will advise you if we conclude that any such disclosure is required. If you would like us to specifically review any transaction or matter to evaluate whether specific reporting is required, please contact us to discuss expanding the scope of our services.

2.7 Tax Return Extensions. If for any reason we are unable to complete the preparation of any tax return by the original due date, it may be necessary to file for an extension of the time to file that return. In seeking any extension of time for filing any tax return, you will be required to pay the estimated amount of any taxes due by the original due date in order for the extension to be effective and to avoid significant tax penalties.

2.8 Amended Tax Returns. If you engage us to prepare any amended tax returns, our services will be limited to the reporting of the items on the amended returns that are changed from the position reported on the original (or last filed amended) returns. We will rely without investigation on the previously filed returns with respect to any position that is not amended and we will have no obligation or responsibility under this letter with respect to any such position. Notwithstanding the foregoing, professional standards require, that in preparing an amended return, we address all known errors and omissions giving rise to an understatement on the original tax return.

2.9 Electronic Filing of Tax Returns. Federal and state tax laws mandate the electronic filing of certain tax returns and requests for extension. In some cases, a taxpayer may elect to file a tax return in paper format and, in other cases, an election to opt out of electronic filing is not available. Occasionally, technical limitations prevent the electronic filing of a particular return.

We will use our best efforts to electronically file your tax returns. Prior to electronic filing, we will provide you with the information to be included on your return for your review and approval. Federal and state laws require that we obtain your written authorization prior to electronically filing a return, so it is critical that you sign and return the authorization form to permit electronic filing by the return's due date.

If we cannot electronically file any tax return, whether due to technical limitations or for any other reason, we will provide you with those returns for filing in paper format. If you would like to opt out of electronic filing and file your returns in paper format, you must contact us immediately so that we can determine whether such an opt out is legally permissible and provide you with any required documentation. If any return is provided to you in paper format for filing, it is critical that you sign, date and mail that return by its due date.

2.10 Your Copy of Your Tax Returns. Federal law requires that we provide the taxpayer with a copy of any paper-filed federal tax return for which we are the paid preparer. For electronically filed federal returns for which we are the paid preparer, we are required to provide the taxpayer with the information contained on the return. We will provide you with an electronic copy of the tax return or the required information in a *.pdf* or similar format. If you would like to receive a paper copy in lieu of the electronic copy, please notify us in writing as soon as possible.

2.11 Notices. Occasionally, the IRS or other tax authority will send a notice recalculating tax liability or requesting additional documentation following the filing of a tax return. If you receive such a notice, you should forward a copy of the notice to us as soon as possible since a notice may, in some cases, affect future tax services. In addition, we will, at your request, assist you in responding to any notice relating to any of your tax returns that we prepare.

2.12 Use of Tax Returns. Because of their special purpose, nature and format, income tax returns do not constitute financial statements prepared in accordance with generally accepted accounting principles. The tax returns should be used only for income tax purposes and must not be used as a substitute for financial statements.

3. Estimated Taxes

3.1 Estimated Taxes. Federal and state laws require taxpayers to make estimated tax payments relating to their current year tax liability, and a failure to make adequate estimated tax payments to the IRS or to a state tax authority could result in tax penalties. Generally, there are safe harbors that may avoid these penalties for certain payments based on prior year or current year tax liability.

An engagement to prepare annual income or franchise tax returns will not include services for estimated tax planning or preparation unless expressly stated. If you engage us to assist you in calculating estimated tax payments, you must provide us with the information we request and with any other information relevant to your tax liability (including information concerning the allocation or apportionment between states) at least 30 days prior to the due dates of your estimated payments. If you would like us to assist you with estimated tax planning, you should contact us at least 45 days prior to the due date of the next estimated tax payment.

In calculating the amount of any estimated tax payment, we will rely on information that you provide and we will not audit or otherwise verify this information. In the event that the information you provide is different from the actual amounts of income, gain, deduction or loss, the amount of income or franchise tax liability on your tax returns may be different from the aggregate amount of the estimated tax payments made. If the actual amount of that liability to any jurisdiction exceeds the aggregate estimated tax payments made to that jurisdiction for any period, it is possible that an estimated tax penalty could apply.

3.2 Schedules of Estimated Tax Payments. At the time we deliver your income or franchise tax returns to you, we may provide you with a schedule of estimated tax payments for the current year. Unless otherwise expressly stated on the schedule, the payments on any such schedule will be based solely on your prior year tax liabilities from the federal and state income tax returns that we prepare on your behalf. While the payments will be intended to avoid federal and state penalties for the underpayment of estimated taxes, your actual current year income or franchise tax liabilities could be materially different from the aggregate amount of these payments. In that event, you may owe tax penalties.

4. Tax Advice

4.1 What Constitutes Tax Advice. Any definitive advice concerning any tax matter depends on the particular facts of your situation, as well as the law and related authorities (*e.g.*, regulations, case law, rulings, etc.) that apply to those facts. Our professional standards require that we exercise appropriate due diligence in providing tax advice, taking into consideration the scope of our engagement and the type and specificity of the advice that you request. This due diligence may require review or confirmation of certain facts and research concerning applicable tax authorities. In order to confirm our mutual understanding regarding material facts and to provide you with an understanding of any particular risks associated with any tax positions addressed, all definitive advice that we provide concerning any tax matter ("Tax Advice") must be in writing in the form of a letter or a memorandum.

We are happy to discuss with you our views regarding the tax treatment of certain items. We may also provide you with tax information in the body of an email. However, any communication or information delivered to you orally or in the body of an email (as opposed to a letter or memorandum delivered as an email attachment) will be based upon limited tax research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts could affect our analysis and conclusions.

Because of these limitations and the related risks, oral and email communications will not be deemed Tax Advice, and it may not be appropriate for you to proceed with any transaction or any tax return reporting solely on the basis of any oral or email communication. We recognize that, in some cases, you may choose to proceed without obtaining Tax Advice due to considerations of cost, timing and your evaluation of potential risks. If you choose to proceed with any transaction or tax return reporting position without obtaining Tax Advice from us, then you accept all responsibility for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of Tax Advice that is delivered to you as a document attached to an email.

In providing our tax services, we may provide you with tax or financial schedules and calculations. These schedules and calculations, standing alone, cannot adequately describe the merits and risks of any tax position or the assumptions underlying the schedule or calculations. Accordingly, these schedules and calculations should not be viewed as assurance of the correctness of any particular tax position. If you would like assurance regarding the tax positions upon which any schedule or calculation is based, please contact us to discuss the merits of our providing you with Tax Advice to support those calculations.

4.2 Facts and Assumptions. Our investigation to confirm or verify any facts described in any Tax Advice will be limited to the investigation described in the body of the Tax Advice, and we will rely on the facts, assumptions and representations described in the Tax Advice. Any change in or addition to these facts, assumptions or representations could materially and adversely affect our analysis and conclusions. If you, for any reason, believe that any facts, assumptions or representations in any Tax Advice are incorrect or incomplete, you must notify us immediately to discuss the impact on our analysis and conclusions. You should not rely upon any item of Tax Advice that is based on facts, assumptions or representations that you believe to be incorrect or incomplete.

4.3 Applicable Law. A majority of our Tax Advice addresses federal income tax matters. Unless expressly stated in our Tax Advice, our analysis and conclusions will relate solely to federal income tax consequences under the Code as of the date of our Tax Advice. If you would like us to address tax consequences to you under any other applicable tax law, please contact us to discuss expanding the scope of our services.

4.4 Issues Addressed. Each item of Tax Advice will be limited to advice concerning the tax issues described in the Tax Advice, and it may not consider all of the issues that may arise in connection with the subject matter of the advice. Except as expressly stated in an item of Tax Advice, our advice is not an endorsement of any particular transaction structure or accounting method, nor is it a recommendation that any addressee proceed with any transaction or other matter described in the Tax Advice.

4.5 Reportable Transactions and Other Disclosures. The Code and certain state laws require that you disclose on or with your tax return certain transactions or other matters. There are significant financial penalties for failure to disclose these matters, and these penalties may apply even if there is no understatement of tax. We will not review any transaction or matter to determine whether reporting is required except as expressly provided in the Tax Advice. If you would like us to review any transaction or matter to determine whether it must be separately reported, please contact us to discuss expanding the scope of our services.

4.6 Level of Assurance for Tax Advice; No Guarantee. Many areas of tax law are unclear, and the application of the tax law to any particular facts may be subject to more than one interpretation. Our Tax Advice will be based upon our interpretation of applicable law and regulations and certain case and ruling authority as of the date of the Tax Advice. The level of assurance for any particular item of Tax Advice will depend on the underlying facts, the clarity of applicable law, regulations, case and ruling authority, and the extent of factual due diligence and tax research performed. The conclusions in our Tax Advice will be based on our good faith belief that they meet the level of assurance stated in the Tax Advice. Obtaining Tax Advice at a particular level of assurance may, in some cases, provide a defense to certain tax penalties, but you should not assume that an item of Tax Advice will offer you protection from penalties except as expressly stated in the Tax Advice.

An Engagement Letter may indicate a desired level of assurance for Tax Advice addressing a particular tax position. Because the ultimate level of assurance with respect to any tax position will depend on our findings with respect to the underlying facts and the results of our tax research, no Engagement Letter should be viewed as a binding commitment to deliver Tax Advice concerning any tax position at a particular level of assurance.

Our analysis and conclusions will be based upon our professional judgment, will not be a guarantee of the ultimate tax consequences of the transactions described in the Tax Advice and will not be binding on the IRS, any state, local or foreign tax authority, or any court. If you would like greater certainty regarding the tax treatment of any particular transaction, please contact us to discuss the possibility of obtaining a ruling from the appropriate tax authority.

4.7 Reliance and Distribution. Each item of Tax Advice is rendered only for the benefit of the named addressee(s), and does not address the tax consequences to any other person or entity that is not an addressee. No person or entity other than the named addressee(s) may rely on the Tax Advice.

To avoid confusion regarding matters of reliance, our Tax Advice may not be delivered to any other party unless you advise the recipient of these limitations on reliance. You may not include any item of Tax Advice in any prospectus, private placement memorandum or other document used to offer any securities or to otherwise obtain financing.

Unless expressly provided in an item of Tax Advice, but subject to the limitations in the preceding paragraph, you are free to share the Tax Advice with any third party. You may deliver a copy of any Tax Advice to the IRS or any state, local or foreign tax authority for the purpose of demonstrating good faith and reliance on the analysis and conclusions expressed therein. You should be aware that the delivery of any item of Tax Advice to a third party may act as a waiver of any otherwise available claim of privilege. Before delivering an item of Tax Advice to a third party, we recommend that you consult with legal counsel to assess the matters relating to claims of privilege.

5. Tax Controversy Matters

5.1 Examinations and Appeals. (a) In connection with any examination of a return by the IRS or any other tax authority, we will perform the following services as we deem appropriate to properly respond to the examination:

(i) assist you in responding to requests for information from the tax authority;

(ii) conduct tax research and advise you concerning the merits of your reported tax position(s) and the merits of any potential challenge to your reported position(s);

(iii) participate in meetings and conference calls with you and with representatives of the tax authority;

(iv) prepare any amended tax returns required as a result of the examination;

(v) prepare and file any taxpayer protest or other documents necessary for any administrative appeal; and

(vi) assist you in evaluating the terms of any proposed assessment, settlement or appellate determination.

(b) We will consult with you throughout the examination or appeal concerning all significant services that we plan to perform. Except as required by law or by applicable professional rules, we will not perform any service that you have specifically asked that we not perform.

5.2 Power of Attorney and Decisions. (a) In connection with any examination, appeal or other tax controversy matter, you may grant to one or more of our partners, principals or employees a power of attorney. Such a power of attorney will allow us to communicate with the tax authority, and it authorizes us to take certain actions on your behalf. Notwithstanding any grant of a power of attorney, all significant decisions concerning any examination, appeal or other tax controversy matter, such as whether to pursue an administrative appeal or whether to assert a privilege, will be decisions to be made by you in your sole discretion.

(b) In any examination, appeal or litigation, decisions whether to contest or to concede an assessment or a particular tax position are often affected by considerations other than the technical merits of a position (*e.g.*, the costs of proceeding). We will use our best efforts to assist you in evaluating these other considerations.

5.3 Litigation. Should you ultimately choose to pursue litigation as a result of any assessment arising out of an examination, we would not be able to represent you in any court. If you choose to pursue litigation at any point, we strongly recommend that you retain legal counsel experienced in tax litigation matters. Although we cannot represent you in court, we would be able to assist your legal counsel in understanding the facts of your case, the technical merits of your position and other matters we encounter during the course of our services.

6. Tax Withholding Matters

6.1 Nonresident and Foreign Owner Withholding. Tax laws in some cases require taxpayers to withhold taxes on behalf of nonresident or foreign owners or beneficiaries and remit the taxes withheld. A failure to remit taxes required to be withheld may result in tax penalties and interest. If you engage us to assist you in calculating nonresident or foreign owner withholding tax payments, we will perform those calculations for those taxpayers identified in the applicable Engagement Letter under federal law and the laws of the states in which those taxpayers expect to file income or franchise tax returns. For us to calculate these amounts, you must provide us with the information we request, including information regarding nonresident or foreign owners or beneficiaries and the allocation or apportionment of income between states, at least 30 days prior to the date of any payment to a nonresident owner or beneficiary.

In calculating the amount of any nonresident or foreign withholding or payments, we will rely on information that you provide and we will not audit or otherwise verify this information. If the information you provide is different from the actual amounts of income, gain, deduction or loss allocated to any nonresident or foreign owner or beneficiary, the amount of the required withholding may be different from the amounts withheld or remitted. If the actual amount of the required withholding for any jurisdiction exceeds the aggregate withholding tax payments made to that jurisdiction for any period, it is possible that penalties and interest could apply.

6.2 FATCA Compliance. The Foreign Account Tax Compliance Act ("FATCA") creates a new information reporting and withholding regime for payments made by or to certain foreign financial institutions and other foreign entities. The FATCA rules are quite complex, and a failure to comply could result in a 30% withholding tax on certain types of U.S. source investment income. The existence of a foreign financial account does not determine the need for FATCA compliance. Due to the complex nature of FATCA, services in evaluating and advising you regarding FATCA compliance are beyond the scope of normal tax return preparation.

6.3 FIRPTA Withholding. The Federal Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") and similar state laws may, in some cases, require taxpayers to withhold and remit a portion of the purchase price for certain interests in real property or in entities owning real property payable to a foreign entity, a foreign individual or an entity having foreign entities or individuals as owners or beneficiaries. A failure to withhold and remit a required amount may result in tax penalties and interest. We encourage you to contact us concerning potential withholding requirements prior to the purchase of any interest in real property.

If you engage us to assist you in evaluating withholding requirements and calculating the amounts required to be withheld, we will perform those services based upon the information that you provide to us. You must provide us with the information we request, including information regarding the seller(s) of real property, at least 30 days prior to the earlier of the date of any payment to those sellers or the date of any payment to the IRS or any other tax authority.

7. Certain Other Tax Matters

7.1 Corporate Reporting of Certain Organizational Actions. The Code requires corporations, including regulated investment companies, real estate investment trusts, and entities that elect to be treated as corporations, to prepare Form 8937, *Report of Organizational Actions Affecting Basis of Securities*, when the corporation takes an action that affects the basis of all holders of a class of "specified securities." Transactions affecting the holders' basis could include stock splits, stock dividends and certain reorganization transactions. The requirement applies to both domestic and foreign issuers if the affected security is owned by U.S. taxpayers, either directly or as a depositary receipt. Form 8937 must be filed with the IRS by the *earlier* of 45 days following the action or Jan. 15 in the calendar year following the organizational action. Alternatively, the corporation may post a completed Form 8937 on its primary public website and keep it accessible to the public for 10 years. Subchapter S corporations may instead report the effect of the organizational action on a timely filed Schedule K-1 for each affected shareholder and timely give a copy to all proper parties.

Preparation of Form 8937 is beyond the scope of annual income tax return preparation services, and fees for preparing the required information or for reviewing any organizational action would be in addition to the fees for tax return preparation. We will not conduct a detailed review of any organizational action to determine your obligation to file Form 8937 except as expressly provided in an applicable Engagement Letter.

If in preparing any Form 1120S tax return for a Subchapter S corporation we determine that you have taken an organizational action that affects the basis of all holders of a class of "specified securities", we will include the required information provided by you on the

Schedules K-1 to be delivered to the affected shareholders. If you do not have the required information available, it may be necessary to expand the scope of our services for us to assist you in developing this information.

8. Foreign Financial Reporting

8.1 Foreign Account Reporting Requirements. U.S. citizens and residents and certain nonresidents (including individuals, corporations, partnerships, trusts and estates) who have a financial interest in or signature or other authority over any "financial accounts" in a foreign country are required to make a separate filing if the aggregate value of these accounts exceeded $10,000 at any time during a year. Filing requirements also apply to those with direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign financial accounts of its own. Foreign "financial accounts" include a wide variety of items such as: bank accounts, mutual funds, life insurance, credit cards, retirement plans, securities or brokerage accounts, and interests in partnerships, trusts or other pass-through entities having foreign accounts.

Because persons with a financial interest and persons with signature authority are required to submit filings, a single account can require multiple filings. For example, a corporate-owned foreign account would require filings by the corporation and by the individual corporate officers with signature authority. Filings for financial interests held during 2016 and thereafter are due on the following April 15, with a six-month extension until October 15 in a manner similar to extensions for income tax returns. There are severe civil and criminal penalties for non-compliance with these filing requirements. Even an inadvertent failure or incomplete filing can result in a $10,000 civil penalty, and the IRS has been enforcing these penalties.

8.2 Preparation of Reports. If you engage us to prepare FinCEN Form 114, *Report of Foreign Bank and Financial Accounts* (the "FBAR"), we will prepare this form for those taxpayers identified in the applicable Engagement Letter for which we prepared a federal income tax return. If provided in the Engagement Letter, we will also prepare FBARs for the officers and employees of those taxpayers who are signatories on the foreign accounts owned by those taxpayers. The FBARs will be prepared based solely on information that you provide to us and we will not conduct an independent review of your books and records to identify potential FBAR filing requirements. We will not prepare any regulatory filings other than the tax returns and FBARs described in this engagement letter.

If we prepare FBARs for individuals for whom we do not prepare tax returns (*e.g.*, officers or employees who are signatories on your accounts), those FBARs may not include all accounts which those individuals may be required to report. If any of those individuals has an interest in any other foreign account (*e.g.*, a personal account), then he or she may be required to file additional FBARs. We recommend that these individuals consult with their personal tax preparers or legal counsel to address any additional filing requirements.

9. Liability and Dispute Resolution

9.1 Indemnification for Breach. Subject to the provisions of paragraph 9.2, each party will indemnify the other for any loss, liability or obligation arising out of or relating to a failure to fulfill its obligations under the Engagement Letter or these Standards.

9.2 Opportunity to Cure and Liability Limitations. In the event that we fail to meet our obligations under the Engagement Letter or these Standards, you must notify us in writing and provide us with the opportunity to re-perform the services. If the services cannot be re-performed, or if re-performance will not cure the breach or mitigate any damages caused by the breach, then your remedy will be for us to refund our fees relating to these services up to the amount of your direct damages caused by our failure to meet our obligations. In no event will our aggregate liability for claims, whether in contract, in tort, at law or in equity, arising out of or relating to our failure to meet our obligations under the Engagement Letter or these Standards exceed the amount of our fees actually paid to us under the Engagement Letter. In no event will we be liable for loss of profits or any consequential, indirect, special, exemplary or punitive damages.

9.3 Time Limitation on Claims. No claim or action by either party, regardless of whether the claim is in contract, in tort, at law or in equity, arising out of or relating to any matter under the Engagement Letter may be brought by either party (i) more than 24 months after the party first knows or has reason to know that the claim or cause of action has accrued or (ii) more than 60 months following the completion of the services under the Engagement Letter. This paragraph may shorten, but in no event will it extend, any period of limitation on actions otherwise provided by applicable law.

9.4 Effect on Other Agreements. The provisions of paragraphs 9.1 and 9.2 will not limit our obligations or liability under any separate agreement for the provision of audit, review, compilation or other accounting or attest services.

MAULDIN & JENKINS
CPAs & ADVISORS

December 16, 2022

Board of Commissioners and
County Manager
Lumpkin County, Georgia
99 Courthouse Hill, Suite D
Dahlonega, Georgia 30533

Attn: Abby Branan, Director of Finance

We are pleased to confirm our understanding of the services we are to provide the Lumpkin County, Georgia (the County) for the year ended December 31, 2022.

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 the County as of and for the year then ended. We will obtain and place reliance on the report of other auditors for the Lumpkin County 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 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 in a report combined with our auditor's report on the financial statements:

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 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 the 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 the Lumpkin County Health Department provide sufficient and appropriate audit 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 the County's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

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

Other Services
We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance, as well as the Form 990 for the Lumpkin County Hospital Authority for the year ended December 31, 2022, 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, and Form 990 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.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, Form 990, 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 Form 990, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes, and Form 990 prior to their issuance and have accepted responsibility for them. Further, 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.

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 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.

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 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.

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 acknowledge the County will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on behalf of the County in accordance with the "Hosting Services" (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The County is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the County's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

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

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Georgia Department of Audits and Account 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 27, 2023 and to issue our reports no later than June 30, 2023. 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 $75,500 for the year ended December 31, 2022. This fee includes the performance of a Single Audit of one (1) major program, and audit and reporting needed for the Airport Authority and Development Authority as component units, and as presented within the County's financial statements. This fee does not include our engagement to prepare the Lumpkin County Hospital Authority's Form 990 or the County Landfill Assurance that will be covered in separate engagement letters. 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 the County. We will make reference to other auditor's report on the 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.

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

Sincerely,

MAULDIN & JENKINS, LLC

Adam M. Fraley

RESPONSE:

This letter correctly sets forth the understanding of the County.

By: ____

Title: ____

Lumpkin County, Georgia

Finance

Date: January 17, 2023

Agenda Item: 2023-002 Peachtree Recovery Services, Inc. - Insurance on Damaged Fixed County Property *(Finance Director Abby Branan)*

Item Description: Consideration of a Contract for insurance subrogation and recovery for traffic accidents that damage fixed county property.

Facts & Historical Information:

In 2019, Lumpkin County Board of Commissioners approved a three-year contract with Peachtree Recovery Services, Inc. (PRS) to provide services for insurance subrogation and recovery for traffic accidents that damage fixed county property.

PRS reviews accident reports and files claims for any damages to fixed county property. They define fixed county property as signs, guardrails, bridges, lighting, signals, Intelligent Transportation Management System, paving, and drainage structures. PRS collects funds, deducts their fee, and remits funds

As of November 2022, PRS had reviewed 808 accident reports. Of those, 38 were investigated. Of the 38 investigations, 29 were not client property and 4 were uninsured, leaving 3 claims filed. PRS has recovered $2,079.16. In addition, there are 2 pending claims for $937.57.

The county currently receives 82% of all damages recovered, with 18% withheld by PRS as the fee for recovered claims. The renewal contract proposes 81% to the county, with 19% withheld by PRS as the fee for recovered claims.

Potential Courses Of Action:

A. The Board could approve the contract renewal with PRS.
B. The Board can direct staff to negotiate the contract renewal with PRS.
C. The Board can direct staff to find another provider of these services.
D. The Board could choose not to renew the contract with PRS.

Budget Impact: Any funds received from this program would be an increase in operational revenue, as this is not included in the operating budget. There is no fee for the service until funds are recovered.

Staff Recommendation:

The recommendation of staff is to approve the contract.

SERVICE CONTRACT

Agreement Number [20-1031] between:

Lumpkin County, hereinafter referred to as the County, and;

Peachtree Recovery Services, Inc. (PRS)
6045 Whitehall Run
Suwanee, GA 30024

hereinafter referred to as the PRS, enter into an agreement for Property Damage Recovery Services, Agreement or contract, effective January 1, 2023 and expires on the 31st day of December, 2023, unless earlier terminated under the terms of this Agreement.

1. COUNTYAND PRS CONTACT INFORMATION:
The mailing addresses, telephone numbers, and contact persons listed below for the County and PRS may be changed during the term of this Agreement by written notification to the other party by the County's division or office representatives or PRS.

A. The County's mailing address and telephone numbers for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Lumpkin County
Abby Branan
99 Courthouse Hill
Dahlonega, GA 30533
(706) 482-2554
Abby.branan@lumpkincounty.gov

B. PRS's mailing address and telephone number for correspondence, reports, and other matters relative to this Contract are:

Peachtree Recovery Services, Inc.
Todd Rhoad
Vice President
7778 McGinnis Ferry Road #306
Suwanee, GA 30024
(678) 230-7594
todd.rhoad@peachtreers.com

2. TERM OF AGREEMENT:
This Agreement shall be effective as of the date of signature of this Contract by both parties, as stated in writing herein above, and shall expire on the 31st day of December, 2023, unless terminated earlier or renewed under provisions of this Agreement.

3. CONTRACT SERVICES AND SCHEDULE:
The Agreement Services will be described in the Statement of Work (SOW), Attachment A.

4. CONTRACT RENEWAL:
This Agreement will automatically renew for two (2) additional one (1) year terms under the same terms and conditions, except as otherwise provided herein.

5. PRICE ADJUSTMENT CLAUSE
Contract pricing shall remain fixed for the initial one (1) year and two (2) subsequent renewal terms of the contract. After the initial term and two (2) subsequent renewal terms, PRS may request a price escalation by submitting a fully documented request for a review of the pricing. Such escalation shall not exceed a five percent (5%) increase.

Lumpkin County will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons. If approved, the price increase shall not commence until the County's next fiscal year.

If for any reason PRS has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The County and PRS will have the option to discuss and make adjustments to the requested increase.

6. TERMINATION PROVISIONS:
The Agreement may be terminated for any reason by the County upon thirty (30) days notice to PRS. This Agreement may also be canceled by the County for non-performance of terms and conditions of the Agreement. The Agreement may also be terminated by PRS upon one hundred twenty (120) days written notice. Upon execution of termination provisions, the PRS will submit to the County all payments due from submitted claims prior to the contract termination date.

7. PAYMENT TO COUNTYOF LUMPKIN:
A. PRS shall pay to the County eighty-one percent (81%) of all damages recovered during the initial term of the Agreement, retaining as its fee nineteen percent (19%) of such recovered claims for its recovery services.

B. PRS shall pay County of Lumpkin thirty (30) days in arrears on a monthly basis for damage claims recovered during the previous month. Such payments shall be accompanied by a progress report detailing all claims paid during the payment period. County should always include the Agreement number on such reports.

C. PRS shall provide reports to County of Lumpkin in electronic format and payments by check.

D. In the event it appears to the County that PRS is failing to substantially comply with the quality of services or the specified completion schedule of its duties under the Agreement, the County shall provide written notice thereof to PRS. The notice must identify specific incidents or circumstances comprising the conditions of the complaint. As soon as possible after receipt of said notice, the appropriate representatives of both parties shall meet to discuss the conditions of the complaint. In the event that such conditions are not thereafter corrected, the County reserves the right to withhold Agreement payment.

8. CONTRACT MODIFICATION OR ALTERATION:
A. If during the period of this Agreement the County is impacted with new requirements due to changes in state or federal law or regulations or organizational changes, the County reserves the right to negotiate with PRS if an increase or decrease in service is affected. The circumstances and specific Contract changes will be stated in writing by the County to PRS's agent designated in Paragraph 1., B. PRS will identify and itemize, in writing to County of Lumpkin, the affected processes and/or work volume but such renegotiation may not effect changes to the quoted cost of services.

B. If during the period of this Agreement the County is impacted with new requirements due to changes in state or federal law or regulations or organizational changes or process changes that results in material reduction in PRS's work volume or increases in PRS's work process or related expenses, PRS reserves the right to negotiate with County if an increase or decrease in service is affected. PRS will identify and itemize, in writing to County, the affected processes and/or work volume but such renegotiation may not effect changes to the quoted cost of services.

C. If during the period of this Agreement PRS makes a survey or otherwise prescribes modifications or improvements, PRS will recommend in writing the proposed modifications, if any, to County designee in Paragraph 1., A.

D. Should it be determined by County that some portion of the PRS's prescribed performance or a task of PRS is not producing the intended or desired result, PRS and County shall meet to review and redefine procedures to correct performance results. This process may be repeated as required.

E. No changes, modifications or alterations of this Agreement will be valid or effective unless made in writing and signed by both parties and affixed to this Agreement as an amendment indicating appropriate information and properly executed.

9. PRS AND COUNTY AGREEMENTS:
A. PRS shall provide the services in the Statement of Work (SOW), Attachment A.

10. DRUG-FREE WORKPLACE
A. PRS is an entity other than an individual, it hereby certifies that:
1. A drug-free workplace will be provided for PRS's employees during the performance of this Contract.

B. PRS may be suspended, terminated or debarred if it is determined that:
1. PRS has made false certification hereinabove.

11. COMPLIANCE WITH STATUTES:
PRS will comply with laws, ordinances, rules, and regulations that directly apply to its rendering of services to County pursuant to this Agreement.

12. APPLICABLE LAW:
This agreement shall be governed in all aspects by the laws of the State of Georgia. In case of disputes arising out of this Agreement or amendments hereto, it is agreed that this Agreement be treated as if executed solely in Lumpkin County.

13. ADDITIONAL TERMS:
Neither County nor any agency shall be bound by any terms and conditions included in any PRS packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

14. WAIVER:
The waiver by County of the breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. No such waiver or waivers serve to establish a course of performance between the parties contradictory to the terms hereof.

15. PERFORMANCE OF OTHER DUTIES:
PRS shall not perform services not listed on the Agreement SOW, Attachment A.

16. ADDITIONAL REPRESENTATIONS AND WARRANTIES:
PRS represents and warrants to County that:

A. PRS is a duly organized corporation authorized to do business in the State of Georgia or, doing business through an enterprise that is authorized to do business in the State of Georgia;

B. PRS has authorized the execution, delivery and performance of this Agreement;

C. The person signing this Agreement has been duly authorized by PRS to execute and deliver same;

E. This Agreement is a valid, enforceable, and legally binding obligation of PRS;

17. REVIEW OF WORK:
Authorized representatives of County, may at all reasonable times have access to review and inspect the Agreement activities and data collected under the terms of this Agreement and any amendments thereto. All books, documents, plans, papers, records, drawings, studies, specifications, estimates, maps and computations, prepared by or for the PRS under the terms of this Agreement, shall be available to authorized representatives of County for inspection and review at all reasonable times in the general

offices of County or the office of PRS as determined by County. Acceptance by County shall not relieve PRS of its professional obligation to correct, at its expense, any of its errors in the work.

18. CHANGES IN PRS ORGANIZATION:
PRS shall notify County in writing within five (5) business days upon PRS taking any action to change its corporate structure, including voluntary or involuntary bankruptcy proceedings, company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact the County, including payments to PRS, and PRS shall identify how these impacts to County will be mitigated.

In the event of the death of any member, partner or officer of PRS or any of its supervisory personnel assigned to the Agreement, or dissolution of the partnership, termination of the corporation, or the disaffiliation of the principally involved employee, the surviving members of PRS hereby agree to complete the work under the terms of this Agreement, if requested to do so by County. This subsection shall not be a bar to renegotiating the Agreement between the surviving members of PRS and County, if County so chooses.

19. SEVERABILITY:
Any section, subsection, paragraph, term, condition, provision or other part (herein collectively referred to as 'part' of this Agreement) that is judged, held, found or declared to be avoidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

20. FORCE MAJURE:
Neither party to this Agreement will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting of such delays, that may result from labor strikes, terrorist acts, riots, wars, acts of governmental authorities preventing performance, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

21. QUOTATION
A. The price quoted and listed in 7., A. shall be firm throughout the term of this Agreement.

Attachment A - Statement of Work (SOW)

22. ENTIRE AGREEMENT:
This Agreement, as executed and approved, shall constitute the entire agreement between the parties, and no change in or modification of this Agreement shall be binding upon the County or any agency unless the change or modification shall be in writing, consented to and approved by the County.

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to in the manner required by local government and fiscal requirements. This document is approved as to form and legality.

COUNTY OF LUMPKIN	**PEACHTREE RECOVERY SERVICES, INC.**
Accepted this ____ day of _____________, 2022	
______________________________________	____________________________________
Authorized Representative of Lumpkin County, GA	Todd Rhoad, CFO

ATTEST

____
Witness

I, ________________________________, a Notary Public of ________________ County of the State of _____________________, do hereby certify that __________________________ personally appeared before me this day and acknowledged the due execution of this Agreement on behalf of said Contractor.

Witness my hand and notarial stamp or seal, this ______ day of _______, 2022.

My commission expires: __________________________________ (SEAL)

ATTACHMENT A

STATEMENT OF WORK

Peachtree Recovery Services, Inc. (PRS) will identify the potential damaged county property claims through online review of police reports and referrals, determine through various means the individual or party responsible for the damage, invoice and collect on county property damage claims. PRS will perform the following duties as part of its service.

Duties Performed by PRS

A. Process Development

PRS will develop a process for identification of damaged property, identification of the individual or party responsible for the damage, identification of insurance coverage, and development of the cost of damages.

1. PRS shall have and exercise specific methodology authority over the method and manner of damage claim information collection and submission to the responsible party or their insurance carrier.

2. PRS shall monitor all statutes of limitations and make proper notice on all claims submitted, including maintaining a status report of all pending claims that specifies the expiration date of the corresponding statute of limitation. However, PRS shall have no liability for any statute of limitation or notification issues.

3. Retention of Counsel and Legal Expenses. PRS may recommend claims for litigation. Lumpkin County is responsible for all aspects and expenses of the litigation process on any claim, including but not limited to the engagement of attorneys, filing fees and court costs.

4. Non-litigation. PRS has complete authority to submit, sign notice of claim forms, compromise, settle and release parties from Claims owed to Lumpkin County, so long as the amount compromised does not exceed the difference of ten thousand dollars ($10,000) between the billed amount and the settlement amount, and to execute such documents that are necessary to its exercise of this authority. If the compromised amount of the claim is greater than ten thousand dollars ($10,000), PRS shall obtain written approval from Lumpkin County to perform any such tasks.

5. PRS shall not be responsible for the following "miscellaneous charges": police report searches, municipality notice certified mail, overnight mail, Department letterhead, photograph printing and copying, skip search costs, fees for processing notification

services, photographs, diagrams, costs for copies of public records, costs of depositions and court reported or recorded statements, reasonable charges for billing, structural engineering, technical certified expert, investigation, negotiation, settlement or defense of a claim or loss or the protection and perfection of the subrogation rights of Lumpkin County. These "miscellaneous charges" are incurred solely as a result of damage inflicted upon Lumpkin County property and therefore are properly included by Lumpkin County in any damage claim filed.

6. Recovery of claims less than three thousand dollars ($3000) by PRS will be attempted for up to two hundred seventy days. At that time PRS will cease recovery efforts and allow for a potential response from the responsible party and/or their insurance company. If unrecovered after twelve (12) months and no promise of payment has been established, PRS will close the claim as “further efforts not warranted,” provided that PRS shall promptly notify Lumpkin County of any decision to close such claim, and, thereafter, Lumpkin County shall be entitled to pursue such claim itself or through a third-party without any further or other obligations to PRS hereunder relative to such claim. If a promise of payment is established then claim will remain open for an additional ninety (90) days.

B. Monitoring

PRS shall electronically monitor the Lumpkin County Highway System for damage to roads and facilities. Contacts for such monitoring, include but are not limited to law enforcement agency police reports, County owned police reports, automotive collision centers, paint and body shops, insurance companies and junk yards. In conjunction with Lumpkin County’s Department of Public Works and Road Department, PRS shall acquire and maintain relevant damage data on the following highway facilities:

1. Signs
2. Guardrail
3. Intelligent Transportation Management System (ITMS) facilities
4. Lighting
5. Signals
6. Paving
7. Bridges
8. Drainage Structures
9. Hazmat incidents

C. Identification and Pursuit

PRS shall to the extent possible:

1. Identify the individual(s) and/or company which caused the damage
2. Identify responsible parties
3. Identify available insurance coverage
4. Identify the specific damage to property and potential return
5. File any insurance claims and pursue the maximum recovery available for the county
6. Support queries and inquiries about submitted claims
7. Interact with Lumpkin County offices of Safety & Risk Management and County Attorney Office as appropriate, to support negotiations with responsible individuals or parties and/or their representatives (such as insurance companies):
    a. Payment process for non-insured motorists
    b. Legal actions against responsible parties
    c. Court Appearances

D. Documentation

PRS shall prepare with County oversight:

1. Repair estimates
2. Invoices
3. Cover Letters
4. Other documentation and resources as required

E. Reporting

PRS shall provide Monthly Reporting which includes, at a minimum:

1. Summary of statute claims submissions in the period.
2. Summary of new claims opened in the period.

F. Administration Fee

The administration fee charged by PRS, and any other costs incurred in the course of investigation of any claim, is a direct result of the damage inflicted on Lumpkin County property, and therefore, may be added by PRS as an additional cost to each damage claim filed. PRS will retain all administration fees.

G. Audit

Lumpkin County shall have the right to perform an audit of claims filed and paid to Lumpkin County. Lumpkin County must provide a thirty (30) day notice to PRS prior to exercising this right.

Duties of Lumpkin County

A. Claims Referral

1. Lumpkin County shall refer all property damage claims in excess of one hundred dollars ($100) to PRS. Lumpkin County will refer claims to PRS in an electronic format, whenever reasonably possible. PRS will not be responsible for claims under one hundred dollars ($100).
2. Lumpkin County shall provide PRS with access to the County's data/systems as determined in Lumpkin County's sole discretion to be necessary for PRS to perform the services.
3. Lumpkin County will implement a standard parts and labor price sheet for the ease of PRS in preparing claims. Lumpkin County will work with PRS to calculate such standard charges based on historical Department data. Such standard parts and labor price sheet is intended to maximize dollars recovered and minimize time to recovery.
4. Claims referred to PRS by Lumpkin County cannot be recalled by Lumpkin County prior to the expiration of the time periods set forth in Section A. Process Development, above, once PRS’ process has been initiated for any reason other than to cancel a claim.

Lumpkin County, Georgia

Board of Commissioners

Date:	January 17, 2023
Agenda Item:	2023-003 Professional Probation Services, Inc. – Misdemeanor Probation Services – Superior Court
Item Description:	This is a renewal of the contract with PPS for the misdemeanor probation service with the Supreme Court. The Judicial Assistant confirmed they would like to continue service with PPS. Judge Parks signed the contract on December 16, 2022.
Facts & Historical Information:	
Potential Courses Of Action:	A. Approve the court recommended and approved contract with PPS. B. Deny the contract and request the court to find another vendor. If this is chosen there will be a lack in coverage.
Budget Impact:	There is no budget impact. The service is paid by the probationers.
Staff Recommendation:	

STATE OF GEORGIA
COUNTY OF LUMPKIN

CONTRACT FOR PROBATION SUPERVISION AND REHABILITATION SERVICES

THIS CONTRACT made and entered into this _______ day of ____________________, 20______, by and between Lumpkin County, Georgia (hereinafter referred to as the "County") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Lumpkin County Superior Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the County, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is qualified and experienced in providing such comprehensive professional services and is willing to contract with the County with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE COUNTY

The County shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.

B. Operate under the conditions as agreed to by and between PPSI and the County, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.

C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.

D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

E. Maintain individual files for each offender participating in PPSI's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.

F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.

G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.

H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.

I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.

J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.

K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).

L. Submit a written report to the Court and County as frequently as required on the amount of Court fines, costs, fees, and restitution ordered and collected from each offender. The report shall include the total dollar amount applied to Court's ordered fines, fees, restitution, and other conviction related costs.

M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.

N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.

O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand ($100,000.00) dollars as surety for the satisfactory performance of the Contract.

P. Not profit or attempt to profit from any fines, restitution, or Court costs collected from the offenders.

Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.

R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.

S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.

T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.

U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.

V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.

W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offenders as fully set forth in the Specifications for Services, attached hereto.

X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the Court. When pay-only probation is imposed, the probation supervision fees shall be capped, per O.C.G.A. §42-8-103.

Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with

O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the Prosecuting Attorney of the Lumpkin County Superior Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the Prosecuting Attorney and with the advice and express written consent of the Prosecuting Attorney, which is now given, the County designates PPSI as the private entity to be used for the purpose of monitoring program participants' compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the County, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the Prosecuting Attorney.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of January, 2023, and shall continue with a specific expiration date of the 31st day of December, 2023. The contract shall automatically renew for specific one-year terms on January 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than thirty (30) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. The contract shall absolutely terminate on December 31, 2027. Either party may terminate this Contract upon thirty (30) days written notice.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the County, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the County. The County shall have no obligation for fees incurred during this contract term and none in any subsequent renewals in accordance with O.C.G.A. §30-60-13.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the County determines there are deficiencies in the service and work provided by PPSI, the County shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the County may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the County's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County or seek, as its remedy, monetary damages in a Court of competent jurisdiction. Additionally, the Chief Judge of the Court may initiate termination of the Contract for probation services, subject to approval of the County in accordance with O.C.G.A. §42-8-101(a)(1).

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the County is the complaining party, each such question shall be submitted to the Chief Judge of the Lumpkin County Superior Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Administrative Judge of the Ninth Judicial Administrative District, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the County may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the County may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The County shall provide PPSI with a written receipt of those items over which the County assumes exclusive control. PPSI agrees that in the event it disputes the County's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The County's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence
Employee Dishonesty/Crime	- \$25,000 per employee/occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the County nor the Court shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the County. In addition, PPSI agrees to indemnify and hold harmless the County and the Court, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the County is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the County and Court.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the County or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the County:	Lumpkin County Board of Commissioners 99 Courthouse Hill, Suite H Dahlonega, GA 30533 Attn: Alan Ours, County Manager
As to PPSI:	Professional Probation Services, Inc. 327 S. Hill Street, Building A Buford, GA 30518 Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the County and PPSI.

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

Lumpkin County Board of Commissioners

By: ______________________________
Chris Dockery, Chairman

Professional Probation Services, Inc.

By: ______________________________
Keith Ward, CEO

Approved:

Lumpkin County Superior Court

By: ______________________________
Joy R. Parks, Chief Judge

By: ______________________________
Jeff Langley, District Attorney

Specifications for Services

Pay-Only Probation Supervision	$40.00 per month. The pay-only probation supervision fees shall be capped per O.C.G.A. §42-8-103.
Basic Probation Supervision	$40.00 per month
Indigent Supervision	$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	$38.00 per month + A One-Time $75.00 Application Fee
Electronic Monitoring	<u>$75.00 Installation Fee +</u> RF House Arrest: $6.00 per day Active GPS: $10.00 per day SCRAM – Remote Breath: $7.25 per day SCRAM – with landline: $10.00 per day SCRAM – Alcohol Monitoring with Cellular Connector: $12.00 per day SCRAM – Alcohol Monitoring plus House Arrest: $15.00 per day
Alternative GPS Monitoring with Victim Notification	Shepherd System (or similar) Smart Phone Application $55.00/$85.00 Enrollment Fee + $5.00 - $6.00 per day
On-Site, Multi-Panel Drug Screen	$20.00
On-Site EtG Test	$20.00
Laboratory Confirmation Test	$20.00
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
On-Line Access for the Court to the PPSI Probation Tracker 2.0 Computer Program	No Cost For 24/7 Internet Access to all Offender Data and Activity
Transfer of Supervision	No Cost to any of our more than 50 locations nationwide
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the County, and Naming the County as an Additional Insured	No Cost – Professional and General Liability

Lumpkin County, Georgia

Finance

Date:	January 17, 2023
Agenda Item:	2023-004 Ambulance Billing Services - Professional Practice Support, Inc. (PPS) *(Finance Director Abby Branan)*
Item Description:	Consideration of the contract renewal for ambulance billing
Facts & Historical Information:	In 2017, the BOC approved the initial contract with Professional Practice Support, Inc. (PPS) to provide ambulance billing services for the County. In March 2022, The BOC approved a one-year contract, with the option to renew the Agreement for four additional one-year terms. This contract renewal request is 1 of 4 available renewals. The Contract's Year 1 fee was 5.0% in order to cover the cost of new equipment. The contract rate for Year 2 will be 4.5%.
Potential Courses Of Action:	A. Approve the contract with PPS, Inc. as presented. B. Approve the contract with PPS, Inc. with changes suggested by the BOC. C. Not approve the contract with PPS, Inc. and issue and RFP in order to find a different ambulance billing service provider.
Budget Impact:	The fee for ambulance billing services is included in the FY23 operating budget.
Staff Recommendation:	Staff has been pleased with the performance and responsiveness of PPS, Inc. Staff recommends COA A.

RENEWAL OF

PROFESSIONAL SERVICES AGREEMENT BETWEEN LUMPKIN COUNTY, GEORGIA AND

PROFESSIONAL PRACTICE SUPPORT, INC. FOR

THIRD PARTY AMBULANCE BILLING

THIS AGREEMENT is made and entered into as of the 1st day of March, 2023, by and between Professional Practice Support, Inc., a Florida corporation authorized to do business in the State of Georgia, (hereinafter the “Consultant”), and LUMPKIN COUNTY, a political subdivision of the State of Georgia, (hereinafter the “County”).

WHEREAS, the Consultant and County entered into a Professional Services Agreement (the “Agreement”) on March 15, 2022, for Emergency Medical Services (“EMS”) healthcare insurance and patient billing reimbursement services (the “Services”); and

WHEREAS, the Agreement commenced March 1, 2022, for a one-year term ending February 28, 2023; and

WHEREAS, the Agreement provides the County the option to renew for four (4) additional one (1) year terms on the same terms and conditions as set forth in the Agreement; and

WHEREAS, the County desires to exercise its option to renew for an additional one (1) year term on the same terms and conditions as set forth in the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement and herein, the Consultant and the County agree as follows:

The Agreement is renewed for a term commencing March 1, 2023, and ending February 28, 2024, on the same terms and conditions as set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal on the respective dates under each signature. The County, signing by and through its Chairman and attested to by its County Clerk, duly authorized to execute same, and by Consultant by and through its President and attested to by its Secretary, duly authorized to execute same.

Consultant:	County:
_____________________________	__________________________________
Holly Hirneisen, President Date: _______	Chris Dockery, Chairman Date: ______
Attest:	Attest:
_____________________________	__________________________________
David J. Hirneisen, Secretary	Melissa Witcher, County Clerk

Lumpkin County, Georgia

Finance

Date: January 17, 2023

Agenda Item: 2023-005 Duplicating Products Copier Upgrade Contract *(Finance Director Abby Branan)*

Item Description:

Consideration of a Contract for upgrading copiers for Sheriff Jail Booking, Clerk of Courts Deed Room, Public Works, Probate Court (2), and Animal Control.

Facts & Historical Information:

Lumpkin County has maintained service agreements with Duplicating Products, Inc. for leasing, maintaining, and upgrading its copiers for many years. There are currently six different agreements in place due to the length of the agreements and various times copiers were initially put into service. This request will consolidate two agreements: one agreement for Probate Court, which expired in August 2022 and is considered a month-to-month contract, and one agreement for the other five copiers (SO Jail Booking, Clerk of Court Deed Room, Public Works, Probate Court, and Animal Control), which expires on February 1, 2023.

The County's copiers are on a four-year replacement schedule. Similar to other technology, such as computers and phone equipment, it is necessary to upgrade the equipment periodically. Some reasons to periodically upgrade copiers include loss of print quality, breakage and down time, and prevent ongoing maintenance issues.

The current cost of leasing these six copiers is $558.08 per month. The proposed contract cost is $522.51 per month.

Potential Courses Of Action:

A. The Board could approve the contract with Duplicating Products.
B. The Board can direct staff to find another provider of these services.
C. The Board could choose not to approve the contract with Duplicating Products and continue using the current equipment on a month-to-month basis.

Budget Impact:

The cost of the copier lease is included in the FY23 operating budget.

Staff Recommendation: The recommendation of staff is to approve the contract.

SALES ORDER

Duplicating Products

P.O. Box 1548
Gainesville, GA 30503

Customer Number:	**GV0974-023**
Customer PO:	
Federal Tax ID#	
Order Date:	**12/21/2022**
Sales Rep:	**Dean Snyder**

DUPLICATING PRODUCTS, INC., BY ACCEPTANCE OF THIS AGREEMENT, AGREES TO FURNISH TO THE CUSTOMER, SUBJECT TO TERMS AND CONDITIONS HEREIN SPECIFIED, EQUIPMENT AND ACCESSORIES LISTED BELOW.

CUSTOMER INFORMATION BILL TO:	CUSTOMER INFORMATION SHIP TO (*if different*):
LUMPKIN COUNTY COMMISSIONER 99 COURTHOUSE HILL SUITE H DAHLONEGA, GA 30533	LUMPKIN COUNTY COMMISSIONER 325 RILEY ROAD DAHLONEGA, GA 30533

BILLING EMAIL	BILLING PHONE	MAIN CONTACT	PHONE	EMAIL
Ryan.McDuffie@lumpkincounty.gov	(706) 482-2552	Ryan McDuffie	(706) 482-2552	Ryan.McDuffie@lumpkincounty.gov
QTY	**MODEL / DESCRIPTION**	**SERIAL NO.**		**DEPARTMENT**
1	Savin IM 5000			Sheriff Jail Booking
1	Savin Fax Option Type M45			
1	Savin Finisher SR3260 (1000 Sheet)			
1	Savin Punch Unit PU3080 NA			
1	Savin Cabinet Type F			
1	Savin IM 4000			Clerk of Courts Deed Room
1	Savin Optional Counter Interface			
1	Savin Cabinet Type F			
1	Savin IM 2500			Public Works
1	Savin Cabinet Type F			

Leasing Company	Lease Type	Lease Term	Lease Payment
DPI	FMV 0 dn 15%	48	$522.51

NOTE: DELIVERY INCLUDES UP TO ONE HOUR OF PROFESSIONAL SERVICES PER MACHINE AT NO CHARGE. ADDITIONAL TIME IS AVAILABLE ON A CHARGEABLE BASIS.

WARRANTY
N/A

AUTOMATED METER COLLECTION: ____ Yes (initial)
if no, Email Address: ________________________________

AUTOMATED TONER REPLENISHMENT: ____ Yes (initial)

MAINTENANCE PLAN:

METER TYPE	COST PER PRINT	PRINTS INCLUDED	BILLED	EXCESS PRINT COST	BILLED	METER READING
BLACK	0.00720	0	Monthly	$0.00720		
COLOR	0.05250	0	Monthly	$0.05250		

INCLUDES: ALL SERVICE AND SUPPLIES **EXCLUDES:** PAPER & STAPLES

TRADE IN: **DPI will Terminate existing DPI Lease Numbers CONT1277-01 & CONT1192-01 and remove all machines as trade in's**
SAVIN MP5055SP SN C338RA00224, MP4055 SN: C328R900548, MP2555 SN C298R920314, MPC2504ex SN C778R810628
In Place Refinance on SAVIN MP402SPF SN Y178H302248 due to inventory constraints

THIS IS A BINDING ORDER, not subject to cancellation. No modifications or additions thereto shall be binding upon the seller unless expressly consented to in writing by an officer of the Corporation. Title shall remain with seller until payment is made in full. Duplicating Products Inc., warrants that the goods covered by this order when delivered to buyer will be of merchantable quality and free from defects in workmanship and material for the period specified above under ordinary use and conditions. Duplicating Products, Inc. shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond its control, including without limitation strikes, lockouts, fires, embargoes, war, or other outbreaks of hostilities. Buyer understands that payments not made in accordance with specified terms will be subject to the current established service charges of Duplicating Products, Inc. This contract shall be governed by and construed according to the laws of the State where merchandise is to be delivered.
If the customer defaults hereunder: (1) Duplicating Products, Inc., in addition to other remedies, may repossess the equipment with notice; and (2) the Customer agrees to pay Duplicating Products, Inc., costs and expenses of collection and/or repossession, including the maximum attorney fee permitted by law, said fee not to exceed 25% of the amount then due. Purchaser warrants that all items listed herein as trade in equipment to be free and clear of all liens and encumbrances and purchaser further warrants he has authority to trade this equipment in for equipment listed hereon.
MAINTENANCE PLAN covers all regular service calls during normal Duplicating Products Inc. operating hours (Monday through Friday 8:00am to 5:00pm). Service calls outside of those hours if available would be subject to additional charges. Coverage includes parts, labor, and supplies IF specified above, and only as specified above. Pricing and Term/Duration of agreement as specified above. Either party may terminate this Maintenance Plan at any time by giving 30 days written notice, in advance, to the other party. Duplicating Products Inc. reserves the right to review and adjust rates on an annual basis. All maintenance plans may be subject to minimum charges. Maintenance Plan also covers "Hotline" phone support for equipment issues. Network, workstation, and software support are not covered by a standard maintenance agreement and are chargeable on a per call or hourly basis.
Agreement may be subject to cancellation in the event of late or non-payment, relocation, damage, abuse, negligence, or use of un-authorized parts, supplies or service.

NOTES: **Thanks for your business!**

Duplicating Products, Inc.

X
Authorized Signature
DEAN SNYDER SAE 21 DECEMBER 2022
Print Name and Title Date

X
Authorized Signature
12/21/2022
Print Name and Title **Date**

SALES ORDER (Addendum A)

Duplicating Products

P.O. Box 1548
Gainesville, GA 30503

Customer PO:
Order Date: 12/21/2022
Sales Rep: Dean Snyder

CUSTOMER INFORMATION BILL TO:	CUSTOMER INFORMATION SHIP TO (*if different*):
LUMPKIN COUNTY COMMISSIONER 99 COURTHOUSE HILL SUITE H DAHLONEGA, GA 30533	LUMPKIN COUNTY COMMISSIONER 325 RILEY ROAD DAHLONEGA, GA 30533

QTY	MODEL / DESCRIPTION	SERIAL NO.		DEPARTMENT
1	Savin IMC2500-SS-Color Laser Multifunction Printer Up To 25 PPM			Animal Control
1	Savin Fax Option Type M37			
1	Savin Cabinet Type F			
1	Savin IM 4000			Probate Court
1	Savin Fax Option Type M45			
1	Savin Paper Feed Unit PB3300 (550 x 2)			
1	Savin One Bin Tray BN3130			
1	SAVIN MP402 "in place"	Y178H302248		Probate Court
1	PFU Paper Feed Unit	T688H800218		
1	Cabinet	NSN		

Initial: ________

ALL INCLUSIVE LEASE PLAN

DPI LEASING LLC "LESSOR"

AGREEMENT NO.:

CUSTOMER INFORMATION "LESSEE"

Full Legal Name of Lessee LUMPKIN COUNTY COMMISSIONER

Street Address/Post Office Box 99 COURTHOUSE HILL, DAHLONEGA, GA 30533

Contact/Phone (706) 482-2552 Billing Options: ACH ☐ ELECTRONIC ☐ Email:

VENDOR

Duplicating Products Inc. 2305 Centennial Drive Gainesville, GA 30504

SALES REPRESENTATIVE

Dean Snyder

EQUIPMENT AND PAYMENT TERMS

☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES		BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE PER MACHINE (IF NOT CONSOLIDATED)		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
Savin IM 5000	Finisher, Punch, Fax			0	0	$0.00720	$0.05250
Savin IM 4000							
Savin IM 2500							
Savin IMC2500	Finisher, Fax						
Savin IM 4000	PFU, Fax						
Savin MP402 Y178H302248	PFU Cabinet "In Place"						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE (IF CONSOLIDATED)							

EQUIPMENT LOCATION: MULTIPLE METER FREQUENCY: Monthly

LEASE TERMS		LEASE PAYMENT AMOUNT		ADVANCE PAYMENTS	
Lease Commence Date	12/21/2022	Monthly Base Payment	$522.51 (plus tax)	Payment for this amount must accompany Lease Application:	
				$	☐ Security Deposit
Term in months from Lease Commence Date	48	Sales Tax	Tax Exempt	$	☐ Advance Payments
				$40.00	☒ Documentation Fee
Lease payment period is monthly unless otherwise indicated		Total	$522.51	$	☐ Tax
				$	Total

END OF LEASE OPTIONS:

Lessee shall have the following options at the end of the original term, provided the lease has not terminated early and no event of default under the lease has occurred and is continuing.

1. Purchase the equipment for Fair Market Value.
2. Renew the lease.
3. Return the equipment as provided in Paragraph 14 of this lease agreement.

THIS LEASE CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE MADE A PART OF THIS LEASE.

PERSONAL GUARANTY

The undersigned guarantors jointly and severely unconditionally guarantee the prompt payment when due of each monthly remittal payment due and payable under the foregoing Lease Agreement. To enforce the liability of guarantors hereunder, Lessor shall not be required, first to (a) give guarantors notice if Lessee's default; (b) repossess the equipment or (c) attempt to enforce the liability of Lessee under the Lease Agreement. Lessor may from time to time accept late payments of Lease and may extend the terms of the Lease Agreement without defeating or diminishing its continuing guaranty.

The Guarantors acknowledge that execution of the guarantee is a material part if the consideration upon which Lessor relies in consummating this Lease Agreement and that this guaranty is executed as an inducement to the Lessor to consummate the Lease Agreement.

By:

X ____________________ ____________________

Signature Date

TERMS AND CONDITIONS

1. LEASE. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described above upon the terms and conditions set forth herein (such property together with all replacements, repairs and additions incorporated therein or affixed thereto being referred to herein as "Equipment").
2. TERM. The term of this Lease with respect to each item of Equipment shall begin on the date it is accepted by Lessee and shall continue for the number of consecutive months shown above from the Lease commencement date unless earlier terminated as provided herein.
3. LEASE shall be payable in installments each in the amount of the basic Lease payment set forth above plus any applicable sales tax or use tax.

Dated 12/21/2022

LUMPKIN COUNTY COMMISSIONER

Lessee (Full Legal Name - Same As Above)

X

Signature/Title

Dated

DPI Leasing, LLC.

X

Signature/Title

DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned hereby certifies that all the equipment described in the equipment lease between DPI Leasing, LLC. and the undersigned, dated ____________________ 20 ______ has been furnished, that delivery and installation of this equipment has been fully completed as required, with the delivery date being the date of this certificate, and that it has been accepted by the undersigned as satisfactory. Further, all conditions and terms of said equipment lease have been reviewed and acknowledged.

X ____________________ 12/21/2022

Signature/Title Date

4. SECURITY DEPOSIT. Lessor may apply any security toward any obligation of Lessee hereunder and shall return any unapplied balance to Lessee, without interest upon satisfaction of Lessee's obligations. The Lessor may commingle the security deposit with its other funds. In the event that the Lessor applies the security deposit to satisfy an obligation of Lessee shall immediately replace any portion of the security deposit so applied by Lessor.

5. WARRANTIES. Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. Lessee agrees to make the rental and other payments required hereunder without regard to the condition of the Equipment and to look only to person other than Lessor such as the manufacturer, vendor, or carrier thereof should any item of Equipment for any reason be defective. So long as no Event of Default has occurred and is continuing. Lessor agrees, to the extent they are assignable, to assign to Lessee, without any recourse to Lessor, any warranty received by Lessor. SUPPLIER IS NOT AN AGENT OF LESSOR, AND LESSEE SHALL HAVE NO RIGHT TO RELY ON STATEMENTS OR REPRESENTATIONS MADE BY SUPPLIER. Lessor assumes no responsibility for the installation, adjusting, or servicing of the agreement.

6. TITLE. Title to the Equipment and security interests shall at all times remain in Lessor, and Lessee at its expense shall protect and defend the title of Lessor and keep it free of all claims and liens and security interests other than the rights and security interests created by or arising through Lessor. The Equipment shall remain personal property regardless if its attachment to realty and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interests in the Equipment as a result of its attachment to realty, and to immediately notify the third party of Lessor's claims, lien, or security interest.

7. LAWS AND TAXES. Lessee shall comply with all laws and regulations relating to the Equipment and its use. Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. As a standard practice, Lessor pays applicable property taxes.

8. INDEMNITY. Lessor and Lessee hereby indemnify and agree to the other Lessor harmless from any and all liability and expense arising out of the ordering, leasing, ownership, use, condition, or operation of each item of Equipment during the term of this Lease, including liability for death or injury to persons, damage to property, strict liability under the laws of judicial decisions, and legal expenses in defending any claims brought to enforce any such liability or expense, but excluding any liability for which Lessee is not responsible under paragraph 7.

9. LESSEE'S ASSIGNMENT AND REMOVAL. Without Lessor's prior written consent, Lessee will not sell, assign, sublet, pledge, or otherwise encumber or permit a lien arising through to exist on or against any interest in this Lease Agreement or the Equipment or REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ABOVE. Lessor may assign its interest in this Lease Agreement and sell or grant a security interest in all or any part of the Equipment without Lessee's consent. Lessee agrees not to assert any assignee of Lessor any claim or defense Lessee may have against Lessor.

10. INSPECTION. Lessor may inspect the Equipment at any time and from time to time during regular business hours.

11. REPAIRS AND USE. Lessee will use the Equipment with due care and for the purpose for which it is intended. All such parts when furnished shall immediately become the property of Lessor and part of the Equipment for all purposes hereof.

12. LOSS OR DAMAGE. In the event of any item of Equipment shall become lost, stolen, missing, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly pay Lessor (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment (c) twice the amount of any investment tax credit recaptured by Lessor on account of early disposition of such item plus (d) $500.00 of the original cost of such item to Lessor, which represents liquidated damages or compensation for loss of Lessor's anticipated residual value. Upon payment of such amount to Lessor such item shall become the property of Lessee. Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title, and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus.

13. INSURANCE. Lessor shall be under no duty to ascertain the existence of or to examine such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

14. RETURN OF EQUIPMENT. Upon the expiration of this Lease, the Lessee will immediately allow Lessor access to premises for the pick-up of the Equipment by Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excepted. If equipment has been relocated, Lessee will immediately deliver the Equipment to such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery.

15. DOCUMENTATION REQUIREMENTS. Lessee will promptly execute and deliver to Lessor such further documents and takes such a further action as Lessor may request in order to more effectively carry out the intent and purpose of this Lease Agreement, including the execution and delivery of appropriate financing statements to fully protect Lessor's intent hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee authorizes Lessor to file at Lessor's option the informational financing statements to fully protect Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee authorizes Lessor to file at Lessor's option the informational financing statements without Lessee's signature and, if a signature is required by law, Lessee appoints Lessor at Lessee's attorney-in-fact to execute such financing statements. Lessee further agrees to pay Lessor stated Documentation Fee to cover the expense of originating the Lease. Notwithstanding any other provision herein, the Lessee shall reimburse the Lessor for all expenses incurred by Lessor on account of the Lessor or Lessee protecting the Lessor's interest in the Equipment by means of appropriate documentation and filing, including fixture, searchers, and other procedures.

16. COLLECTION CHARGES. If any installment of basic rent is not paid when due, Lessor may impose a late charge of $15.00 per month/per payment, commencing one month after the due date of the first delayed payment but in any event not more than permitted by applicable law. Payments thereafter received shall be applied first to delinquent installments and charges and then to current installments. Lessee agrees to pay Lessor a collection call charge of $15.00 to compensate Lessor for time and expense of making such call. If for any reason Lessee's check is returned to the Lessor for non-payment, a $25.00 bad check charge will be imposed.

17. DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay when due any installment and charges of basic rent; (b) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance there of for 10 calendar days; (c) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or all or a substantial part if its assets; (e) any individual Lessee, guarantor of this Lease Agreement, or partner of Lessee if Lessee is a partnership shall die; (f) breach of any representation or warranty made by the Lessee or any guarantor of this Lessee (g); levy, seizure of attachment of the equipment; (h) an event of default shall occur under any other obligation Lessee owes to Lessor.

18. REMEDIES. Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Lease Agreement is executed because of the value of the Equipment at the expiration of this Lease Agreement is uncertain, and therefore they agree that for purposes of this paragraph 18 "Lessor's Loss" as of any date shall be the sum of the following: (a) the amount of all rent and other amounts payable to Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment (c) $500.00 of the original cost of such item which represents liquidated damages or compensation for loss of Lessor's anticipated residual value, plus any costs of collection, prejudgment interest, and a reasonable attorney's fee.Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 17 (d), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically be and become immediately due and payable without notice or demand of any kind.

(a)Lessor may, by written notice to Lessee, terminate this Lease and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 18. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with our without instituting legal proceedings.

(b)Lessor may process by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease Agreement or to recover for breach of this Lease. Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Equipment, Lessor shall transfer the Equipment to Lessee at its then location upon payment of any additional amount due under clauses (d), (e), and (f) below.

(c)In the event Lessor repossess the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine, the proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clauses (d), (e), and (f) below. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Equipment by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Equipment in determining the rent under such lease.

(d)Lessor may recover twice the amount of any investment tax credit taken with respect to the Equipment recaptured by Lessor on account of early disposition of the Equipment.

(e)Lessor may recover interest on the unpaid balance of Lessor's Loss from the date it becomes payable until fully paid.

(f)Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment.No remedy given in this paragraph is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to receiver amounts for which Lessee is liable hereunder. No express or implied waiver by Lessor of any Event of Default shall constitute a waiver of any other Event of Default.

19. NOTICES. Any written notice hereunder to Lessee shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to Lessee and its address set forth or at such other address as may be last known to Lessor.

20. NET LEASE AND UNCONDITIONAL OBLIGATION. This Lease is a completely net Lease and Lessee's obligation to pay the rent and amounts payable by Lessee under paragraphs 12 and 18 is unconditional and not subject to any abatement, reduction, setoff or defense of any kind.

21. NON-CANCELLABLE LEASE. This Lease cannot be cancelled or terminated except as expressly provided herein.

22. SURVIVAL OF INDEMNITIES. Lessee's obligations under paragraph 7 and 8 shall survive termination of this Lease Agreement.

23. MISCELLANEOUS. Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease and such unenforceable in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. The terms and conditions of this Lease supersede the terms and conditions of any related purchase order.

24. CONSENT TO GEORGIA LAW, JURISDICTION AND VENUE. This lease shall be deemed fully executed and performed in the state of Georgia and shall be governed by and construed in accordance with the laws thereof. In any action, proceeding, or appeal on any matter related to or arising out of this Lease, the Lessee and guarantor shall be subject to the personal jurisdiction of the state of Georgia, including any state or federal court sitting therein, and all court rules thereof and shall accept venue in any federal or state court in Hall County, Georgia.

25. RENEWAL. Unless LESSEE, thirty days prior to the expiration of this lease notifies LESSOR in writing of its intentions to terminate this lease at its expiration date, then this Lease shall automatically be renewed upon all of the terms and conditions as stated herein for additional thirty day periods. Said renewal shall constitute a wholly new Lease Agreement between Lessor and Lessee. Any assignee, purchaser, holder, or holder in due course of Lessor and this Lease Agreement shall receive the benefits only of the original Lease Agreement, and not of any renewal hereof. In the event of renewal. All benefits of this Lease Agreement shall revert to Lessor.

Addendum to Equipment Lease Contract
for leases to state or municipal entities

This addendum (the "Addendum") is incorporated into and a part that certain Equipment Lease Contract by and between DPI Leasing ("Lessor," "we," "us") and Lumpkin, County of, a state or municipal governmental entity ("Lessee," "you," "your") executed by the Lessee on December 21, 2022, under which the Lessee will lease SAVIN Equipment from the Lessor. This Addendum and the Equipment Lease Contract together are one contract. This Addendum shall amend the Equipment Lease Contract to the extent, and only to the extent, that the terms of this Addendum are inconsistent with the terms of the Equipment Lease Contract. All other terms of the Equipment Lease Contract shall be and remain in full force and effect. In consideration of the Lessor's ("we") agreement to purchase the equipment and lease it to the Lessee ("you"), the Lessee agrees as follows:

I. **REPRESENTATIONS, COVENANTS AND WARRANTIES OF LESSEE.** You hereby represent, covenant and warrant to us as follows: (a) You are authorized under the Constitution and laws of the State to enter into this Lease (and the other agreements and documents relating to the Lease, hereinafter included in the definition of "Lease") and to perform all of your obligations hereunder and thereunder; (b) The officer of the Lessee entity who is executing the Lease and each Schedule has been duly authorized to execute and deliver same under the terms and provisions of a resolution of your governing body, or by other appropriate official action; (c) In authorizing and executing the Lease, you have complied with all public bidding, usury and other State and Federal laws applicable to the acquisition of the Equipment; (d) You have sufficient appropriations or other funds available to pay all amounts due under Lease for the applicable fiscal year; (e) The Equipment is essential to your proper, efficient and economic operation; (f) You have never terminated an equipment lease, lease-purchase or similar contract due to non-appropriation of funds or defaulted under the terms thereof.

II. **NON-APPROPRIATION OF FUNDS.** You believe that funds can and will be obtained in amounts sufficient to make all Lease Payments during the Lease term. You and your fiscal officer hereby covenant that you (the Lessee entity) and he/she will do all things within your and his/her power to obtain, maintain and properly request and pursue funds from which the lease payments and payments for other related charges, if any, may be made, specifically including in your annual budget requests amounts sufficient to make such payments for the full Lease term. You intend to make all such payments for the full Lease term if funds are legally available for that purpose. If your official governing body does not allot you funds for the succeeding fiscal year to continue such payments under the Lease, and you have no other available funds to continue making such payments under the Lease or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Lease, you may terminate the Lease at the end of the then current fiscal year, by giving ninety (90) days prior written notice to us, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. **The foregoing shall be the sole circumstance in which you will not be legally obligated to continue making such payments beyond the end of the then current fiscal year.** Upon the occurrence of this event, if any Lease is terminated by you in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Lease, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Lease is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Lease. If the application of these restrictions would affect the validity of this Lease, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Lease by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Lease Payments coming due with respect to succeeding fiscal years. However, (a) **you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Lease prior to the end of the 90-day notice period referred to above;** and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or released your interest in the Equipment to us within ten (10) days after the termination of the applicable Lease, the termination shall nevertheless be effective, but you **shall be responsible for the payment of damages in an amount equal to the amount of the lease payments thereafter coming due under the Lease that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required.** Non-Appropriation under one Lease shall not affect the validity or enforceability or any other lease or contract between you and us.

III. RETURN OF EQUIPMENT. Notwithstanding any contrary terms set forth or implied in the "Equipment Lease Contract," upon the expiration or termination of the Lease in accordance with its terms prior to the payment of all lease payments and other amounts due to us hereunder, you shall return the Equipment to us in the same condition it was in as of the date it was delivered to you, excepting only reasonable wear and tear, in the following manner as may be specified by us in our sole discretion: (a) by delivering the Equipment at your cost and expense to such place within the State as we shall specify; or (b) by loading such portions of the Equipment as are considered movable at your cost and expense, on board such carrier as we shall specify and shipping the same, freight prepaid by you, to a place specified by us. If you refuse to return the Equipment in the manner designated above, we may repossess the Equipment and charge you with the costs of such repossession and/or pursue any other remedy provided to us in this Lease or under law.

IV. OPTION TO PURCHASE. Notwithstanding any contrary term set forth or implied in the "Equipment Lease Contract" or any separate purchase option document executed by us, upon the expiration of the originally scheduled term of the Lease, provided you have made all scheduled payments to us, have not terminated the Lease by reason of non-appropriation or other reason, and are not then in default under the Lease, you shall have the option to purchase our interest in the Equipment for the purchase option price specified in such purchase option.

V. FINANCIAL INFORMATION. During the term of this Lease, you annually shall provide us with current annual financial reports, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to your ability and commitment to continue the Lease as may be requested by us.

The terms of this Addendum shall inure to the benefit of Lessor's successors and assigns.

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Equipment Lease Contract.

LESSOR: DPI Leasing	LESSEE: LUMPKIN, COUNTY OF
By: ______________	By: ______________
Print Name: ______________	Print Name: ______________
Title: ______________	Title: ______________
Date: ______________	Date: ______________

Location	Street Address	Billing GL Code	Meter Contact	Contact Email @lumpkincounty.gov	Phone	SAVIN MODEL	SERIAL NUMBER	DPI ID Number	Monthly Dept Lease Pmt	Leasing Co	3 Month Average Volume B/W	CPC B/W	3 Month Average Volume CLR	CPC CLR
Assessors Office Front Desk	99 Court House Hill Suite C		April Brooks	april.brooks	(706) 864-2598	SAVIN IM3500	4432R130186	28621	$ 139.71	DPI		$0.0072		
Commissioners	99 Court House Hill Suite H		Melissa Witcher	melissa.witcher	(706) 482-2566	SAVIN IMC3500	3111RA70458	28634	$ 154.96	DPI		$0.0072		$0.0525
Tax Office (tag)	99 Court House Hill Suite E		Mike Young	mike.young	(706) 864-2666	SAVIN IM2500	4411R330552	28630	$ 111.64	DPI		$0.0072		
Planning	342 Courthouse Hill		Donna Taylor	donna.taylor	(706) 864-6894	SAVIN IMC4500	3121RB10635	28620	$ 173.13	DPI		$0.0072		$0.0525
Extension Office	25 Short Street Suite A		Donna Jarrard	uge1187@uga.edu	(706) 864-2275	SAVIN IMC3000	3101RB70706	28623	$ 140.75	DPI		$0.0072		$0.0525
Parks and Rec	365 Riley Road		Wade Chandler	wade.chandler	(706) 482-2504	SAVIN IMC3500	3111RA70458	28619	$ 146.02	DPI		$0.0072		$0.0525
Senior Center	266 Mechanicsville Road		Linda Kirkpatrick	linda.kirkpatrick	(706) 864-2358	SAVIN IMC2500	3091RA00062	28622	$ 109.60	DPI		$0.0072		$0.0525
911 Center	57A Pine Tree Way		Mike Stapleton	mike.stapleton	(706) 864-3633	SAVIN IM2500	4411R330628	28625	$ 98.47	DPI		$0.0072		
Magistrate	325 Riley Road Room 109		Abby Murphy	abby.murphy	(706) 864-7760	SAVIN IM3500	4431RB30248	28629	$ 109.42	DPI		$0.0072		
Clerk of Court	325 Riley Road Room 108		Rita Harkins	rita.harkins@gsccca.org	(706) 864-3736	SAVIN IM7000	4021C900201	28626	$ 254.70	DPI		$0.0072		
Sheriff Patrol Division	385 East Main		Rhonda Sheppard	rhonda.sheppard	(706) 482-2626	SAVIN IM6000	4461RB00119	28635	$ 189.02	DPI		$0.0072		
Sheriff CID	385 East Main		Rhonda Sheppard	rhonda.sheppard	(706) 482-2626	SAVIN IMC3000	3101RB70166	28618	$ 140.75	DPI		$0.0072		$0.0525
Fire Station 5 Mill Creek	125 Little Mountain Road		Chief David Wimpy	david.wimpy	(706) 482-2641	SAVIN IM2500	4411RB30141	28627	$ 85.09	DPI		$0.0072		
Fire Station 1 EOC	57A Pine Tree Way		Lorraine Morris	lorraine.morris	(706) 973-0699	SAVIN IMC2500	3091RA00160	28624	$ 130.89	DPI		$0.0072		$0.0525
Human Resources	99 Court House Hill Suite A		Alicia Davis	alicia.davis	(706) 482-2573	SAVIN IM4000	4441R900554	28633	$ 153.08	DPI		$0.0072		
Total April 2022 Lease Payment (estimated end date: May 1, 2026)									$2,137.22					
Probate Court	325 Riley Road Room 122		Shelley Wilson	Shelley.Wilson	(706) 864-3847	MP3055 ARDF	C308R520020	23746	$95.95	DPI		$0.0072		n/a
Total July 2018 Lease Payment (estimated end date: August 1, 2022)									$95.95					
Sheriff Administration	385 East Main Street		Mitzi Deaton			IMC300F	3921P550574	27886	$61.00	DPI		$0.0140		$0.0783
Total August 2021 Lease Payment (estimated end date: September 1, 2025)									$61.00					
Animal Control	1363 Red Oak Flat Road		Wayne Marshall			MPC2504ex	C778R810628	24323	$92.45	DPI		$0.0072		$0.0525
Sheriff's Office Jail	385 East Main Street		Maj. Doug Cochran			MP5055	C338RA00224	24325	$175.93	DPI		$0.0072		
Clerk's Office Deed Room	325 Riley Road		Rita Harkins			MP4055	C328R900548	24324	$98.38	DPI		$0.0072		
Public Works	1642 Red Oak Flat Road		Larry Reiter			MP2555	C298R920314	24322	$59.99	DPI		$0.0072		
Probate Court	325 Riley Road		Shelley Wilson			MP402SPF	Y178H302248	24321	$35.38	DPI		$0.0072		
Total January 2019 Lease Payment (estimated end date: February 1, 2023)									$462.13					

Lumpkin County, Georgia

Finance

Date: January 17, 2023

Agenda Item: 2023-006 Commercial & Industrial Property Revaluation *(Finance Director Abby Branan)*

Item Description:

Consideration of a contract with McCormick Solutions, A division of LMC, Inc. to provide commercial and industrial (C&I) property revaluation services

Facts & Historical Information:

The Tax Assessor's office had been unable to fill an open appraiser position, and this position was frozen during the FY2023 budget process. The lack of an appraiser has not altered the need of properly valuating properties. Staff issued an RFP in October 2022 for commercial and industrial property revaluation services. The scope of work includes but is not limited to:

- Developing cost schedules for C&I improvement types
- Field review of all real taxable C&I property parcels
- Neighborhood and location adjustments and tables will be developed and applied where market conditions dictate
- Developing C&I land schedules to properly value land according to the Georgia APM
- Data entry of property characteristics into County's CAMA

Three reputable companies, one of which is McCormick Solutions, were invited to respond to the RFP. We received one response: McCormick Solutions. The price for their services is $75,000. The Board of Assessors approved acceptance of the McCormick Solutions proposal at their December 2022 meeting.

Potential Courses Of Action:

A. Approve the contract with McCormick Solutions, A division of LMC, Inc.
B. Direct staff to negotiate the contract with McCormick Solutions, A division of LMC, Inc.
C. Do not approve the contract and direct staff to reissue the RFP.
D. Do not approve the contract and do not complete the C&I property revaluation.

Budget Impact: The cost for these services is not included in the FY23 budget. It can be paid from Fund Balance.

Staff Recommendation:

Lumpkin County Board of Assessors
99 Courthouse Hill, Suite C
Dahlonega, GA 30533
(706) 864-2433

REGULAR MEETING MINUTES
LUMPKIN COUNTY ADMINISTRATION BUILDING

December 20, 2022
9:00 a.m.

Assessors present: Sandra Smith, Archie Bowling, and Robert Pullen. David Luke and Catherine Macbeth were absent. Also present: Danny Ziemer and Katie Sanders from the Assessors office.

The meeting was called to order by Chairperson Smith at 9:07 a.m. in the conference room of the Lumpkin County Administration Building, 99 Courthouse Hill, Dahlonega, GA 30533.

Minutes of the November 8, 2022 meeting: Mr. Pullen made a motion to approve the November minutes with a second by Mr. Bowling. Approved 3-0.

Old Business: None.

New Business: ***ACO Report*****:** Motion to approve was made by Mr. Pullen with a second by Mr. Bowling. Voted 3-0 in favor.

Homestead Exemptions: Motion to approve was made by Mr. Pullen with a second by Mr. Bowling. Voted 3-0 in favor.

2023 Mobile Home Digest: Motion to approve was made by Mr. Pullen with a second by Mr. Bowling. Voted 3-0 in favor.

2023 Meeting Dates: Ms. Sanders handed out the proposed dates for the 2023 meetings which will be the second Tuesday of each month with the exception being December being the third Tuesday in order to close out the tax year.

Mr. Ziemer addressed the board. He reminded them that in 2022 the office operated with one field appraiser. A new appraiser trainee was hired in November but even then the office is still short one appraiser position. He reminded them of the 2022 before reviews & updates the overall ratio was .3196 and after much work at updating schedules and reviewing properties the overall inhouse ratio was .3861. As of December 19th, the overall ratio is .3052. The office will continue to work on reviewing properties, sales, and picking up new construction, but he expects there will need to be updates made again for 2023.

Mr. Ziemer handed out the proposal that was received by McCormick Solutions for the commercial revaluation. It was the only bid that was submitted. As a reminder the Chairman of the Board of Commissioners had instructed the County Manager to bring the consideration of hiring an outside "professional" firm to conduct a commercial & industrial revaluation to the Board of Assessors in the July meeting. It was noted at that time that the county would pay for the project but the amount would not go against the Assessors' budget.

On motion by Mr. Bowling and seconded by Mr. Pullen the board voted to accept the bid package from McCormick Solutions for the 2023 commercial & industrial revaluation. 3-0 to approve. The board instructed Mr. Ziemer to notify the Board of Commissioners and County Manager that they have approved the bid and are ready to go forward with the hiring of McCormick Solutions.

With no further business a motion of adjournment was made by Mr. Bowling and a second was made by Mr. Pullen. Voted to adjourn at 9:41 a.m. 3-0.

____________________________ Sandra Smith	____________________________ David Luke
____________________________ Mary Catherine Macbeth	____________________________ Robert Pullen
____________________________ Archie Bowling	

Contract for Commercial and Industrial Property Revaluation Services
County of Lumpkin
State of Georgia

THIS CONTRACT AND AGREEMENT is made and entered into this _____ day of January, 2023, by and between Lumpkin County, Georgia, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (herein, the "County") and McCormick Solutions, a division of LMC, Inc., (herein the "Company") for the purposes of providing services on commercial and Industrial classes in Lumpkin County, Georgia.

WHEREAS, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

1. **SCOPE OF WORK:**

The Company shall perform the following services, which shall be completed by June 15th, 2023, unless otherwise extended by mutual agreement:

Developing cost schedules for commercial and industrial improvement types.

Schedules will be based on cost values that when adjusted to local market conditions will produce fair market value.

Field reviews of all real taxable commercial and industrial properties parcels.

Field review audits will consist of building classifications, grading, observed condition, depreciation and at least a front photo for all buildings.

Neighborhood and location adjustments and tables will be developed and applied where market conditions dictate.

Developing commercial and industrial land schedules to properly develop land according to the Georgia APM.

These schedules will be developed using methods of lots, front foot. Square foot or acerage.as deemed appropriate by the county and the company.

Data entry of characteristics into the county CAMA system.

Documenting work.

Reviewing sales for other ancillary value items.

Providing a list of sales with extracted values and other non-land values.

Providing a timeline of major phases and completion of the project.

Providing monthly progress reports to the chief appraiser.

Review and editing all data and information and values prior to the mailing of assessment notices.

Generating sales ratio studies for commercial and industrial properties that meet the requirements of the Georgia Department of Revenue and the Lumpkin County Board of Assessors.

Develop new income models for property types pertinent to the valuation of the income method. These models will be created within the WinGAP income module for use by Lumpkin County when appropriate.

Providing an appraiser registered with the Georgia Real Estate Appraiser Board or its equivalency for hearings and appeals and aiding until completion of the 2023 commercial and industrial revaluation.

2. COUNTY EXPECTATIONS:

County will provide adequate workspace for contractors

County will provide adequate computers for work to be completed via VPN access

County will have all mapping completed and parcel layer GIS file available by February 15, each year with current digest year splits available.

3. PAYMENT FOR SERVICES:

Company w**ill provide the services** under this Contract for the sum of $75,000.00 to be paid as follows: Invoices will be billed on a monthly basis as set forth below and must be approved by the Chief Appraiser. Invoices are net 10 days after approval of the Chief Appraiser, after 30 days 1 ½ interest will be added to all late payments.

Invoice Schedule:

January	$6,250.00
February	$6,250.00
March	$6,250.00
April	$6,250.00
May	$6,250.00
June	$6,250.00

The final invoice in the amount of $37,500 will be billed after the 45-day assessment deadline for the 2023 notices.

4. **TERMINATION IN GENERAL:** The County or the Company may terminate this contract with a 30-day written notice to the respective party.

5. **NOTICES:**

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

a. Upon personal delivery to the Company or its authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or

b. Three (3) days after depositing in the Unites States mail a letter which is either certified or registered, with return receipt requested, addressed to the Company at the following address:

LMC, Inc. dba McCormick Solutions
Attn: Terry McCormick
3439 Kelly Bridge Road
Dawsonville, GA 30534

and to Lumpkin County at the following address:

Lumpkin County Board of Commissioners
Attn: County Manager
99 Courthouse Hill, Ste H
Dahlonega, Georgia 30533

6. **ASSIGNMENT OF CONTRACTUAL RIGHTS**:

Company may not assign, transfer, convey, or otherwise dispose of its contractual rights hereunder, or its right, title, or interest in or to the same, or any part thereof.

IN WITNESS WHEREOF, the parties execute this Contract on the respective dates under each signature. The County, signing by and through its Chairman, attested to by its County Clerk, duly authorized to execute same, and the Company, by and through its Chief Financial Officer, who represents he/she has been duly authorized to execute same.

COMPANY:

____

Terry McCormick
LMC, Inc. dba McCormick Solutions, Chief Financial Officer
Date: _____________

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

COUNTY:

Lumpkin County Board of Commissioners

____

Chris Dockery, Chairman

Date: ____________

Attest:

____

Melissa Z. Witcher, Clerk

Lumpkin County, Georgia

County Clerk

Date: January 17, 2023

Agenda Item: Election of Vice Chairman

Item Description: This is to elect a Vice Chairman to serve in the absence of the Chairman.

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

99 Courthouse Hill – Dahlonega, GA 30533 – (706)-864-3742
https://www.lumpkincounty.gov/

Lumpkin County, Georgia

Human Resources

Date: January 17, 2023

Agenda Item: Request to Create Aquatics/Multipurpose Center Manager Position *(Community & Employee Services Director Alicia Davis)*

Item Description: This is a request to create a position for the new aquatics/multipurpose center.

Facts & Historical Information:

The Lumpkin County Board of Commissioners has approved the building of a new Aquatics/Multipurpose Center with groundbreaking expected in the next few months. Currently the Park & Rec Program Coordinator position, which was being used to help develop program plans for both Park & Rec and the planned Aquatic Center, is unfilled; however, now that the scope of services to be provided through the Aquatic/Multipurpose Center has been established, a new position exclusive to the Aquatic/Multipurpose Center needs to be created instead of the Programs Coordinator position. It is important to create and fill this position within the next few months so the individual who fills the position will be involved in the building of the center from the ground up. By hiring for the position in these early construction stages, the selected individual can begin developing policies and procedures for the facility and take part in ordering FF&E for the facility.

While this position will work under the direction of the Park & Rec Manager, this building will be the center of multiple community recreation options. Additionally, this position does require some aquatic-specific knowledge, experience, and certifications. These multiple uses and requirements raise the complexity level of the job and will require a dedicated manager, not just of the building itself, but of the services offered and the staff providing the services. In crafting this position, staff solicited input from other counties with similar facilities to create the submitted job description. The position has been classified and ranked within the county's pay grade system using the process provided as part of our last classification and compensation study. The job has been classified as exempt and ranked as a grade 112 which has a base rate of $44,391, a mid-point of $58,818, and a maximum pay rate of $73,245.

Potential Courses Of Action:

1. Approve position at recommended pay grade with intent to fill position within the next few months.
2. Approve position at a different pay grade with intent to fill position within the next few months.
3. Choose to wait to create and fill position until center is nearing opening.
4. Approve position at recommended pay grade but wait to fill until center is nearing opening.
5. Decline to create and fill position, rely on current staff to manage the new facility and its programs.

Compare and Contrast:

1. Course of Action A creates the position using the process provided when the county's last classification and compensation study was done. Filling the position now will allow the selected individual to have construction knowledge and input in the development of the facility, develop policies and procedures in advance, participate in the selection and ordering of FF&E, and will allow the manager to have excellent background information when the time comes to begin creating the team that will operate and support this facility.
2. Course of Action B creates the position, but may be a more subjective process. Filling the position now will allow the selected individual to have construction knowledge and input in the development of the facility, develop policies and procedures in advance, participate in the selection and ordering of FF&E, and will allow the manager to have excellent background information when the time comes to begin creating the team that will operate and support this facility.
3. Course of Action C could save some budget money initially; however, waiting to create and fill the position would mean the individual would have no historical knowledge of the building process and could mean the position would still be open when it is time to hire and staff the facility.
4. Course of Action D would allow the position to sit waiting, unfilled, until closer to time to open the building which could save some budget dollars; however, waiting to fill the position would mean the individual would have no historical knowledge of the building process and could mean the position would still be open when it is time to hire and staff the facility.
5. This is the least favorable option as current staff do not have the aquatic certifications, or aquatic knowledge and experience. This option could stretch staff thin to the point of creating failure in managing the needs of this exciting new facility.

Budget Impact:

$59,894 was included in the 2023 budget for the P&R Program Coordinator position. Since this position does not meet the needs of the multiuse facility, the money could be redirected to the Aquatics/Multipurpose Center Manager position.

Staff Recommendation:

Lumpkin County, Georgia
JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Aquatics/Multipurpose Center Manager

Department: Park and Recreation

Pay Grade: 112

FLSA Status: Exempt

JOB SUMMARY

The Aquatics/Multipurpose Center Manager is to administer, maintain and manage the Lumpkin County Aquatics/Multipurpose Center Manager. Duties and responsibilities include; but are not limited to, managing daily operations; planning and implementing goals, objectives, and strategies for the center; preparing and monitoring the center's budget; hiring, training, and directing full and part time staff; and performing additional tasks as assigned.

ESSENTIAL JOB FUNCTIONS

- Manages all daily operations of the center including supervisory responsibilities of all center staff.
- Plans and implements long and short-term goals, objectives, and strategies for the center. Develops policies and procedures for new facility.
- Recruits, recommends for hire, and trains full-time and part-time staff; handles employee concerns, directs work assignments, counsels and disciplines employees when necessary, and completes employee performance appraisals.
- Coordinates daily work activities: organizes, prioritizes, and assigns work; creates and distributes staff schedules; ensures adequate staffing for programs and events; monitors status of work in progress and inspects completed work; consults with assigned staff; assists with complex/problem situations; provides technical expertise; and trains staff in operational policies and procedures.
- Plans, implements, and coordinates diversified, specialized recreation and sports programs and for assigned facilities: develops program services and activities; schedules classes, leagues, events, and programs; maintains master calendar; reserves facilities and schedules grounds use; prepares for scheduled events; insures meeting rooms are set up for events; coordinates and supervises instructors, staff, and volunteers; provides information and

direction as needed; processes participant registrations; and manages programs in accordance with local, state, and federal guidelines.

- Accountable for daily monies collected. Prepares financial, registration, attendance and special project reports, memos, and correspondence for the center. Assists in developing and implementing budget for assigned facility, program, or event: monitors expenditures to ensure compliance with approved budget; assists in obtaining and monitoring use of granted funds; maintains inventories of supplies and forms; ensures availability of adequate supplies to complete work activities; prepares and submits purchase orders; and receives/distributes incoming supply shipments. Develops methods for generating revenue in creative ways.
- Coordinates and performs public relations for assigned facility, program, or event: provides information and answers questions; develops brochures, flyers, newsletters, calendars, and news releases; promotes facility, program, or event to civic groups, community organization, schools, the public or other individuals and groups; and prepares and makes presentations regarding services and activities offered.
- Promotes appropriate facility-related sports tournaments. Develops opportunities to market facility regionally.
- Oversees and/or performs maintenance of facility to keep the facility serviceable, clean and in safe order for daily operations and to ensure the safety of our staff and customers.
- Enforces Lumpkin County rules, regulations, and ordinances; keeps all staff informed of appropriate changes in policies and procedures.
- Maintains communication with user groups, other County departments, and the general public to assure effective operations of the programs and facility.
- Receives and deals with requests, complaints, and concerns of the public.
- Possesses several technical skills and knowledge in a wide range of aquatic, recreation, and health and wellness activities for all ages.
- Performs special projects and duties assigned by Park & Recreation Manager.
- Job requires some night and weekend hours.
- Performs other related duties as assigned.
-

QUALIFICATIONS

Education and Experience:

Bachelor's Degree from college or university with emphasis in recreation or sport management or related field with at least five (5) years' experience in an aquatics field including managing public swimming pools and physical plant operations; supervision of staff and programs; and fiscal responsibilities., or an equivalent combination of education and experience.

Licenses or Certifications:

- Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the types of vehicles or equipment operated.
- CPR/First Aid/AED Certification
- Aquatic Facility Operator (AFO) or Certified Pool Operator (CPO) Certification
- American Red Cross Lifeguard Instructor and Water Safety Instructor Certification
- American Red Cross Lifeguard Instructor Trainer and Water Safety Instructor Trainer Preferred

Special Requirements:
None.

Knowledge, Skills and Abilities:

- Knowledge of principles and techniques related to design and development of center facilities and the implementation of related programs.
- Knowledge of the principles, practices, and procedures of the Lumpkin County Government and the operations and functions of Lumpkin County Park & Rec.
- Knowledge of supervisory, educational, and recreational practices; knowledge of personnel management, finances, operations, and policies and procedures as necessary in the completion of daily responsibilities.
- Knowledge of all applicable laws, ordinances, policies, standards, and regulations pertaining to the specific duties and responsibilities of the job.
- Knowledge of the principles and practices of recreation administration, county rules and regulations, community resources, supervisory practices, and accounting practices.
- Knowledge and skill in the use of office equipment, research equipment, various software programs, and desktop publishing.
- Knowledge of recent developments, current literature and sources of information related to recreation services planning and administration.
- Knowledge of occupational hazards and safety precautions necessary in the daily operation of the center.
- Ability to effectively communicate and interact with management, employees, members of the general public, and all other groups involved in the activities of Lumpkin County government as they relate to Lumpkin County Park & Rec.
- Ability to plan and coordinate events involving large groups of people, public relations, and oral and written communication.
- Ability to assemble information and make written reports, documents, policies, proposals, and procedures in a concise, clear, and effective manner.
- Ability to work and supervise staff under limited supervision.

PHYSICAL DEMANDS

Must be physically able to operate a variety of machinery and equipment including a computer, LED projector, overhead projector, camera, copier, and fax.

Must be able to use body to work, move or carry objects or materials. This position requires: walking, standing, bending, stooping, pushing, pulling lifting, fingering, grasping, feeling, seeing, talking, hearing, and repetitive motions.

Must be able to exert up to 25-50 pounds of forces occasionally, and/or up to 25 pounds of force frequently. Physical demand requirements are at levels of those for medium work.

WORK ENVIRONMENT

Work is typically performed in a dynamic environment that requires sensitivity to changing goals, priorities, and needs.

Lumpkin County has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

_______________________________________ _______________________________________

Employee Signature Date

_______________________________________ _______________________________________

Supervisor (or HR) Signature Date

Equal Opportunity Employer *Lumpkin County, Georgia does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or military service in employment or the provision of services.*

Lumpkin County, Georgia

Finance

Date: January 17, 2023

Agenda Item: 2019 TSPLOST 2023 Work Plan *(Finance Director Abby Branan)*

Item Description: 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.

**The 2023 Work Plan will be presented to the Board of Commissioners at the Board Retreat. This is a placeholder for formal approval of the 2023 Work Plan at the Regular Meeting on January 17.*

Potential Courses Of Action:

A. Approve this plan as presented.
B. Amend this plan as presented. The Board could choose to approve only a portion or make additions to the plan as presented
C. 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:

LUMPKIN COUNTY 2019 TSPLOST

2023 WORK PLAN
AS PROPOSED JANUARY 17, 2023

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 TSPLOST PROJECTS

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

LUMPKIN COUNTY 2019 TSPLOST

- 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 $15,701,467
- Remaining Collections (estimated) $ 1,531,850

- Pro-rata 2019 TSPLOST Collections $15,701,467
  - Joint Project $ 4,000,000
  - Lumpkin County Share $ 9,244,159
  - City of Dahlonega $ 2,457,308

2019 TSPLOST EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR 5 (LUMPKIN CO. SHARE)

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1 (6 mo.)	2019	$ 1,164,848	Actual
YR2	2020	$ 2,425,434	Actual
YR3	2021	$ 2,912,902	Actual
YR4	2022	$ 3,254,182	Estimated
YR5	2023	$ 696,955	Estimated
YR6 (6 mo.)	2024	$ 0	Estimated
TOTAL		$ 10,454,321	

2019 TSPLOST PROPOSED PROJECT BUDGETS

	Description	Budget as Adopted
A1	Joint Project	$4,000,000
B1	Roads & Bridges – Paving, Striping, Maintenance, Construction & Improvements	$6,844,300
B2	Road Maintenance Equipment	$1,845,700
Total Projected 2019 TSPLOST Program		$12,690,000

2019 TSPLOST PROGRAM – PROPOSED YR 5 – 2023 PROJECTS

Proposed Projects	Expended PTD	Encumbered	2023 Requests	**2023 Approved**
A1 – Joint Project	1,150,987			
B1 – Roads & Bridges – Paving, Striping, Maintenance, Constructions & Improvements	4,885,141	3,558,077	665,000	
B2 – Road Maintenance Equipment	1,065,998	23,767	48,000	
Totals	**7,102,126**	**3,581,844**	**713,000**	

Projected LC Collections (incl. Joint Project) by the end of 2023 (Year 5) - $12,454,321

Total LC Expended, Encumbered, & Requested (incl. Joint Project) through 2023 (Year 5) - $11,396,970

DISCUSSION

Lumpkin County, Georgia

Finance

Date:	January 17, 2023
Agenda Item:	2014 SPLOST 2023 Work Plan *(Finance Director Abby Branan)*
Item Description:	
Facts & Historical Information:	
Potential Courses Of Action:	
Budget Impact:	
Staff Recommendation:	

LUMPKIN COUNTY
2014 SPLOST

2023 WORK PLAN
AS PROPOSED JANUARY 17, 2023

2014 SPLOST 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: (a) Funding Fire-EMS facilities, vehicles and equipment; Parks and Recreation facilities, equipment and vehicles; Roads, streets and bridge projects, including resurfacing, equipment, vehicles and improvements; Continuing lease payments for the acquisition of the Justice Center (COPS); Library facilities, equipment and material; Administrative facility projects; Public facilities renovations including equipment and vehicles; Animal Shelter facilities including equipment and vehicles; Clerk of Court archives upgrade; Economic Development property acquisition; Board of Election upgrades; Senior Center facilities and vehicles; Sheriff's Department equipment, facilities and vehicles; Water Authority system improvements for Lumpkin County; and (b) Funding sewer plant upgrades and related sewer line replacements for the City of Dahlonega"

2014 SPLOST PROJECTS

A1	Lease Payments (COPS)
A2	Administrative Facility Improvements
A3	Public Facility Renovations/Vehicles
A4	Animal Shelter Equipment, Facilities, & Vehicles
A5	Clerk of Court Archives Upgrade
A6	Economic Development
A7	Board of Elections Upgrades
A8	Emergency Services Equipment, Vehicles, Facility Renovations/Additions
A9	Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements
A10	Lumpkin County Library
A11	Recreation Equipment, Vehicles, Facilities
A12	Senior Center Facilities
A13	Sheriff’s Department Equipment & Vehicles
A14	Water Authority System Improvements

2014 SPLOST PROJECT BUDGETS

	Description	Budget as Adopted
A1	Lease Payments (COPS)	$5,100,000
A2	Administration Facility Improvements	$1,200,000
A3	Public Facility Renovations/Vehicles	$300,000
A4	Animal Shelter Equipment, Facilities, & Vehicles	$75,000
A5	Clerk of Courts Archives Upgrades	$20,000
A6	Economic Development	$500,000
A7	Board of Elections Upgrades	$40,000
A8	Emergency Services Equipment, Vehicles, Facility Renovations/Additions	$1,485,000
A9	Roads and Bridges Equipment, Vehicles, Resurfacing, Improvements	$4,270,000
A10	Lumpkin County Library	$1,000,000
A11	Recreation Equipment/Vehicles, Facilities	$1,000,000
A12	Senior Center Facilities	$50,000
A13	Sheriff's Department Equipment and Vehicles	$360,000
A14	Water Authority System Improvements	$500,000
Total Projected 2014 SPLOST Program		$15,900,000

2014 SPLOST FUNDS

- 2014 SPLOST Bank Balance $1,669,298.31
- Encumbrances / Remaining Balances
  - Library Pavilion $100,000.00
  - Water Authority $ 39,684.26
  - Elections $ 10,038.20

$ 149,722.46

- Remaining Balance $1,519,575.85

2014 SPLOST PROGRAM
PROPOSED 2023 PROJECTS

Proposed Projects		Requested		Approved
A3 – Transfer Station Improvements		500,000		
A3 – Portable Backup Generator – Justice Center (IT-related)		30,000		
A4 – Animal Shelter Building Improvements		200,000		
A8 – Two (2) Ambulances		480,000		
A8 – Fire Station Property		100,000		
A8 – Fire Station #2 Living Quarters		125,000		
A8 – EOC Expansion		40,000		
A11 – Community Center Improvements		475,000		
A11 – Outdoor Basketball Court Paint		10,000		
Total Requests		**$1,960,000**		

DISCUSSION

Lumpkin County, Georgia

Finance

Date: January 17, 2023

Agenda Item: 2020 SPLOST 2023 Work Plan *(Finance Director Abby Branan)*

Item Description: 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.

**The 2023 Work Plan will be presented to the Board of Commissioners at the Board Retreat. This is a placeholder for formal approval of the 2023 Work Plan at the Regular Meeting on January 17.*

Potential Courses Of Action:

A. Approve this plan as presented.
B. Amend the plan. The Board could choose to approve only a portion or make additions to the plan as presented.
C. Not approve the work plan for 2023. This is the least favorable option as the county needs to make certain payments prior to 2024.

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:

LUMPKIN COUNTY
2020 SPLOST

2023 WORK PLAN
AS PROPOSED 01.17.23

SPLOST
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, RESURFACTING, IMPROVEMENTS AND SHERIFF'S DEPARTMENT EQUIPMENT AND VEHICLES for Lumpkin County, and (2) funding ROADS AND BRIDGES RESURVACING AND IMPROVEMENTS, STORM-WATER INFRASTRUCTURE AND WATER & SEWER SYSTEM IMPROVEMENTS for the City of Dahlonega?"

2020 SPLOST 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 SPLOST

- 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 $13,711,881
- Remaining Collections (per program budget) $10,500,000

- Projected 2020 SPLOST (based on program budget) Collections $24,211,881
  - Lumpkin County Share $19,127,386
  - City of Dahlonega $ 5,084,495

2020 SPLOST EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR (LUMPKIN CO. SHARE)

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1	2020	$ 2,612,907	Actual
YR2	2021	$ 4,020,369	Actual
YR3	2022	$ 4,406,485	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		$19,127,386	

2020 SPLOST 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	$ 4,000,000
Total Projected 2020 SPLOST Program		$14,731,000

2020 SPLOST PRO-RATA DISTRIBUTION
32 CHECKS RECEIVED (LC SHARE)

PRO-RATA DISTRIBUTION	%	TOTAL
A1 – Judicial Center Acquisition Contract Payments	31.59%	$3,421,951
A2 – Economic Development	13.40%	$1,451,540
A3 - Roads and Bridges Equipment, Vehicles, Resurfacing, Improvements	13.08%	$1,416,876
A4 – Lumpkin County Library	6.70%	$725,770
A5 - Sheriff's Department Equipment and Vehicles	8.44%	$914,253
A6 - Water Authority System Improvements	26.79%	$2,901,996

2020 SPLOST PROGRAM – PROPOSED YR4 – 2023 PROJECTS

Proposed Projects	Expended PTD	Encumbered	2023 Requests	**2023 Approved**
A1 – Judicial Center Acquisition Contract Payments	2,241,338		759,297	
A2 – Economic Development	780,000		0	
A3 – Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements	1,048,437	707,649		
A4 – Lumpkin County Library	1,000,000		0	
A5 – Sheriff's Department Equipment & Vehicles	817,818	336,842	375,000-450,000	
A6 – Water Authority System Improvements	1,778,326	675,000	641,600	
Totals	**7,665,919**	**1,719,491**	**1,775,897-1,850,897**	

Projected Collections by the end of 2023 (Year 4) - $13,528,261

Total Expended, Encumbered, & Requested through 2023 (Year 4) - $11,161,307-11,236,307

DISCUSSION

Lumpkin County, Georgia

Special Projects

Date: January 17, 2023

Agenda Item: Color Selection on the New Recreation Center Metal Building

Item Description: Color choice for the metal building wall panels, trim, gutters and downspouts for the new Recreation Center.

Facts & Historical Information: Carroll Daniel Construction Company, the Construction Manager for the new Recreation Center, contacted Lumpkin County concerning the color choice for the metal on the new building. The design of the exterior was developed by the Architect and in conjunction with the Board of Education's architect to create a cohesive overall look for the area as the buildings would be in close proximity. The Construction Manager asked Lumpkin County to choose the color of the exterior metal wall panels, parapet back sheets, gutters, rake, downspouts, corner trim, framed opening trim, and base trim. The Lumpkin County Building Committee meet on January 10, 2023 to discuss the color options and make a recommendation to the Board of Commissioners. Following a review by the Committee of brick color, window and door color, metal canopy color, and photos of the new elementary school, the Building Committee recommends using the color Ivory for the wall panel, parapet back sheets, corner trim, framed opening trim, and base trim. The Building Committee recommends the brushed bronze color, matching the canopy color, for the gutters and downspouts. The color choice was made to compliment the building and align with the overall design of the area. An example of the colors and a drawing with metal areas highlighted is attached for reference.

Potential Courses Of Action: A. Approve the recommendation from the Building Committee for the metal color for the New Recreation Center.

B. Do not approve the recommendation from the Building Committee for the metal color for the New Recreation Center.

Budget Impact: There will be no impact to the budget.

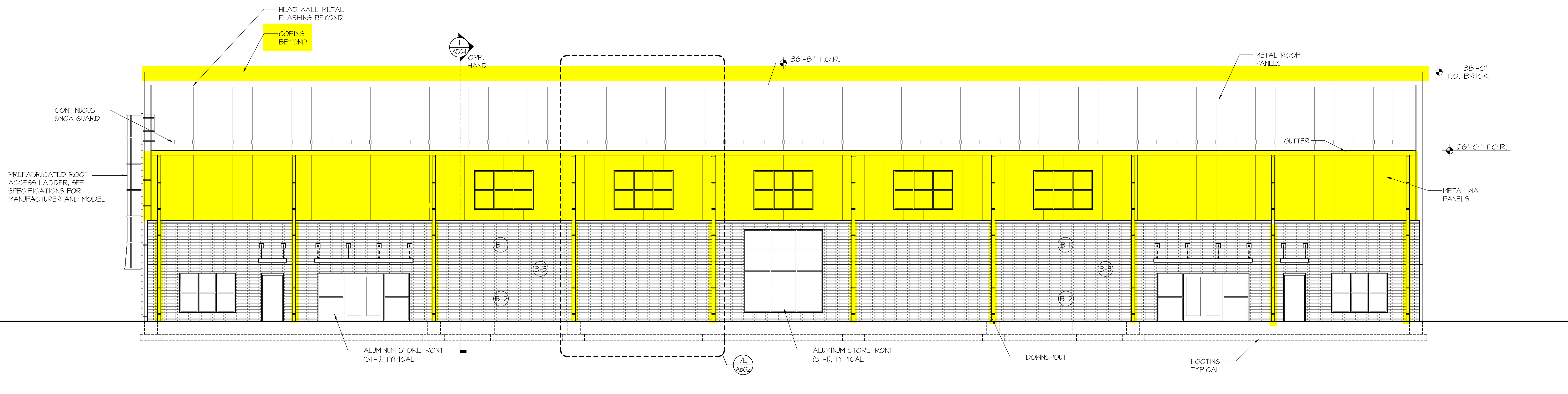
Staff Recommendation: Approve the recommended colors made by the Building Committee for the New Recreation Center Metal Building.

NOTES:

1. DIMENSIONS ARE TO TOP OF MASONRY ABOVE FLOOR 0'-0"
2. MORTAR SHALL BE ONE COLOR
3. C.J. = BRICK CONTROL JOINT 10/A501
4. ELEVATION 0'-0" IS FLOOR LEVEL (NOT GRADE)
5. SEE 9/A501 FOR BRICK CONTROL JOINT DETAIL

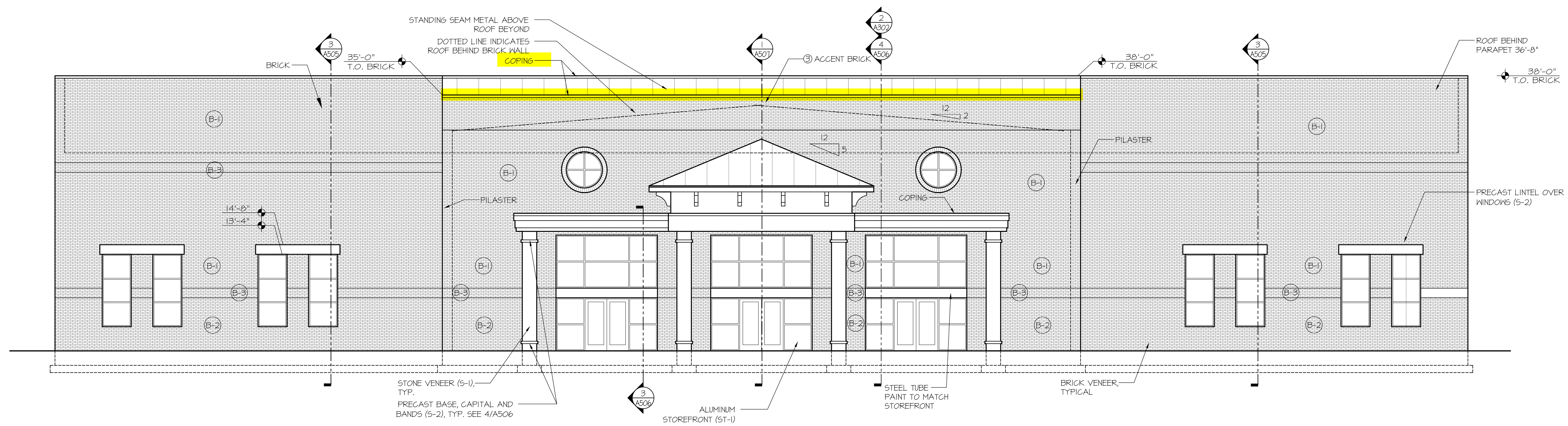
EXTERIOR FINISH MATERIAL

MASONRY			
B-1	MAIN BRICK FIELD (UPPER)	CHEROKEE BRICK "PROVIDENCE"	MORTAR: COOSA "LIMESTONE BEIGE"
B-2	ACCENT BAND (RUNNING BOND W/ 1/2" PROJECTION)	CHEROKEE BRICK "VELOUR BLUFF"	MORTAR: COOSA "LIGHT BLUFF"
B-3	MAIN BRICK FIELD (LOWER)	CHEROKEE BRICK "DIXIE ROSE"	MORTAR: COOSA "LIMESTONE BEIGE"
STONE			
S-1	STONE VENEER	TENNESSEE FIELD STONE	DRY STACK
S-2	CALCIUM SILICATE MASONRY - COLUMN BASE, COLUMN CAPITAL & COLUMN BANDS	ARRISCRAFT "COLOR: TBD"	
ALUMINUM STOREFRONT			
ST-1	2"x4 ½" THERMAL MULTIPLANE ALUMINUM STOREFRONT SYSTEM	OLDCASTLE BUILDING ENVELOPE, SERIES 3000 SYSTEM	COLOR: ANODIZED DARK BRONZE



SCALE: 1/8"= 1'-0"

REAR ELEVATION 2



SCALE: 1/8"= 1'-0"

FRONT ELEVATION 1

ARCHITECTURE unlimited

110 MATTHEWS STATION STREET
SUITE 2J
MATTHEWS, NC 28105
Office:704.246.7006
Mobile:704.451.7436

Seal

STATE OF GEORGIA
JEFFREY RALPH SHERER
REGISTERED ARCHITECT
Jeffrey R. Sherer
10/25/2022

Construction Documents

LUMPKIN COUNTY RECREATION CENTER

215 PINETREE WAY
DAHLONEGA, GA 30533

EXTERIOR ELEVATIONS

Progress Date:

PROJECT MANAGER:
JEFF SHERER

DRAWN BY:
NGD

REVISIONS

No. ____ Date ________
No. ____ Date ________
No. ____ Date ________
No. ____ Date ________
No. ____ Date ________

Issue Date: 10/25/2022

Project Number: 20-022-01

Sheet Number:

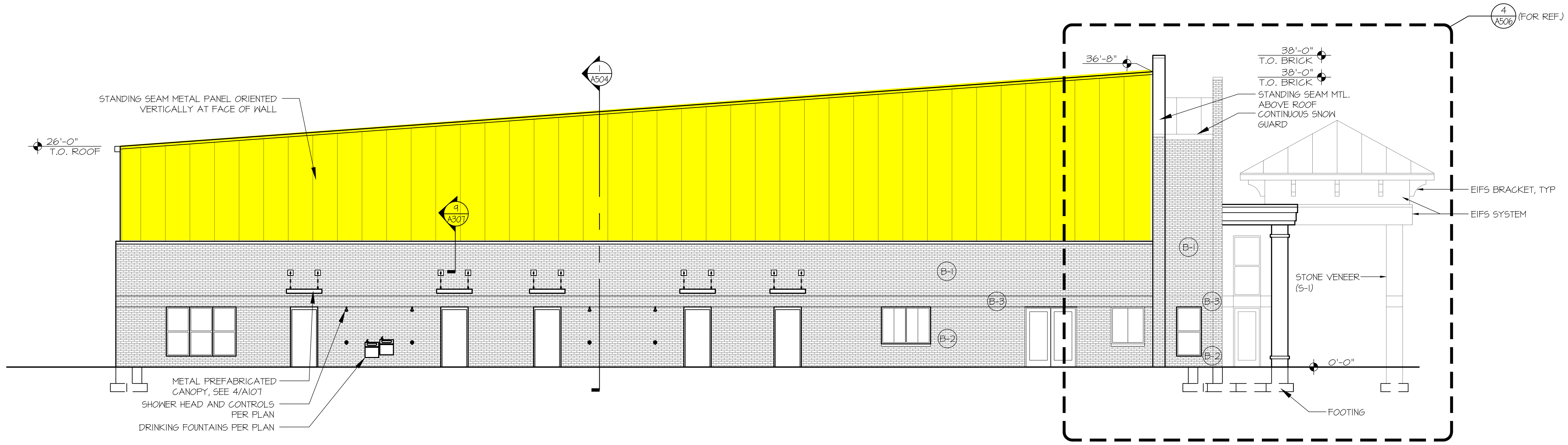
A201

NOTES:

1. DIMENSIONS ARE TO TOP OF MASONRY ABOVE FLOOR 0'-0"
2. MORTAR SHALL BE ONE COLOR
3. C.J. = BRICK CONTROL JOINT 10/A501
4. ELEVATION 0'-0" IS FLOOR LEVEL (NOT GRADE)
5. SEE 9/A501 FOR BRICK CONTROL JOINT DETAIL

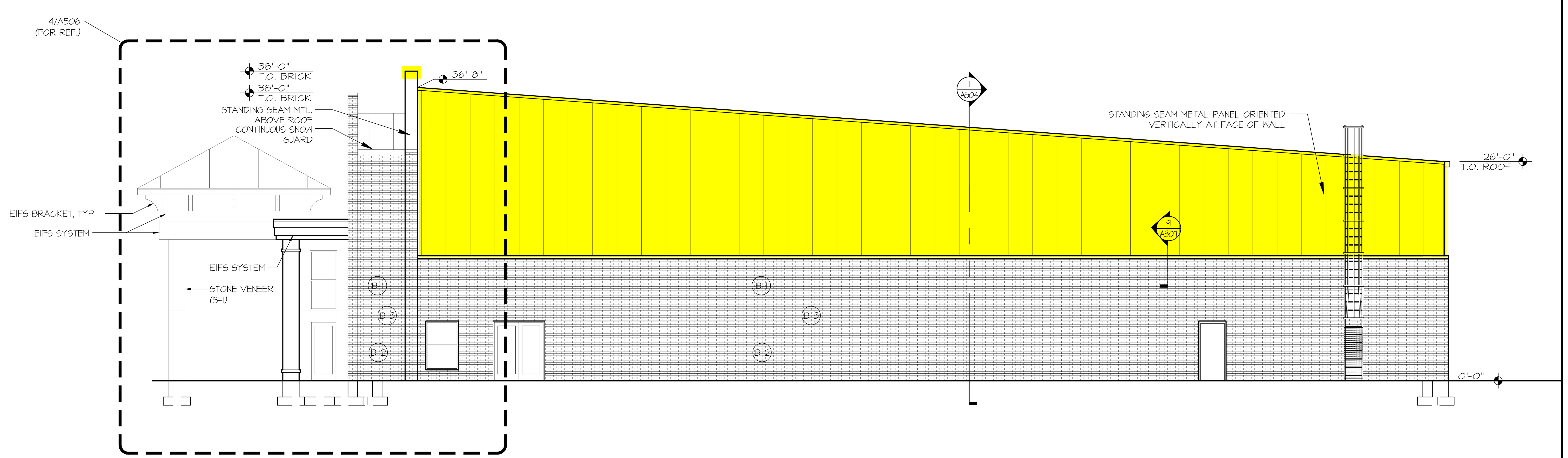
EXTERIOR FINISH MATERIAL

MASONRY			
B-1	MAIN BRICK FIELD (UPPER)	CHEROKEE BRICK "PROVIDENCE"	MORTAR: COOSA "LIMESTONE BEIGE"
B-2	ACCENT BAND (RUNNING BOND W/ 1/2" PROJECTION)	CHEROKEE BRICK "VELOUR BLUFF"	MORTAR: COOSA "LIGHT BLUFF"
B-3	MAIN BRICK FIELD (LOWER)	CHEROKEE BRICK "DIXIE ROSE"	MORTAR: COOSA "LIMESTONE BEIGE"
STONE			
S-1	STONE VENEER	TENNESSEE FIELD STONE	DRY STACK
S-2	CALCIUM SILICATE MASONRY - COLUMN BASE, COLUMN CAPITAL & COLUMN BANDS	ARRISCRAFT "COLOR: TBD"	
ALUMINUM STOREFRONT			
ST-1	2"x4 ½" THERMAL MULTIPLANE ALUMINUM STOREFRONT SYSTEM	OLDCASTLE BUILDING ENVELOPE, SERIES 3000 SYSTEM	COLOR: ANODIZED DARK BRONZE



SCALE: 1/8"= 1'-0"

LEFT SIDE ELEVATION 4



SCALE: 1/8"= 1'-0"

RIGHT SIDE ELEVATION 3

ARCHITECTURE unlimited

110 MATTHEWS STATION STREET
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Office: 704.246.7006
Mobile: 704.451.7436

Seal

STATE OF GEORGIA
JEFFREY RALPH SHERER
REGISTERED ARCHITECT
10/25/2022

Construction Documents

LUMPKIN COUNTY RECREATION CENTER

215 PINETREE WAY
DAHLONEGA, GA 30533

EXTERIOR ELEVATIONS

Progress Date:

PROJECT MANAGER: JEFF SHERER
DRAWN BY: NSD
REVISIONS
No. ____ Date ________
No. ____ Date ________
No. ____ Date ________
No. ____ Date ________
No. ____ Date ________

Issue Date: 10/25/2022

Project Number: 20-022-01

Sheet Number:

A202

Brushed Bronze: Gutter and Downspouts

Ivory: Wall Panel, Parapet Sheet, and Trim