



LUMPKIN COUNTY

Board of Commissioners

Work Session Agenda

Commissioners Boardroom

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

17. 2020 SPLOST 2022 Work Plan (*Finance Director Abby Branan*)

18. 2019 TSPLOST 2022 Work Plan (*Finance Director Abby Branan*)

19. Animal Shelter Funding Update (*Finance Director Abby Branan*) **Work Session II**

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



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 4, 2022

Agenda Item: Lumpkin County Employee Service Awards

Item Description: Lumpkin County Employee Service Awards

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



December 7, 2021
4:00 P.M.

CALL TO ORDER

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

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

PRESENTATIONS

1. Development Authority Annual Report (Development Authority Director Rebecca Mincey)

Development Authority Annual Report

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

Chamber of Commerce & Tourism Presentations

PROCLAMATIONS

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

Lumpkin County Indians 2021 2nd Grade Football Super Bowl Champions

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

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

MINUTES

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

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

RESOLUTIONS

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

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

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

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

Appoint/Reappoint Members to Audit Committee

11. 2021 - 68 - Appoint Member to Planning Commission

Appoint Member to Planning Commission

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

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

13. 2021 - 70 - Resolution to Amend the Character Area Map (Planning Director Bruce Georgia)

Resolution to Amend the Character Area Map

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

14. 2021 - 71 - Resolution Requesting General Assembly Approval of Revised Lumpkin County District Map (Elections Supervisor Rhonda Sheppard)

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

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

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

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

Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law

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

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

CONTRACTS/AGREEMENTS

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

Rhett Stringer d/b/a 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. Chairman Dockery said this contract is beneficial for the County because it prevents us from having to upkeep the canoe launch with tax money.

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

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

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

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

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

Tourism Development Services – Chamber of Commerce

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

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

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

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

Legacy Link SFY-2022 Addendum #1. CONTRACT ADDENDUM #1 - SFY2022 This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2021-028-A-S approved on July 20, 2021) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.

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

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

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

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

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

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

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

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

27. 2021-083 - CJCC VOCA Comp Advocate Grant (Finance Director Abby Branan)

CJCC VOCA Comp Advocate Grant

OTHER ITEMS

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

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

ALCOHOLIC BEVERAGE LICENSE RENEWALS

29. 2022-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures
30. 2022-02 Craig H. Kritzer/Frogtown Cellars LLLP
31. 2022-03 Jeffrey Grindle/Tomato House Farm LLC
32. 2022-04 Michele Kraft Deblois/Hideaway Restaurant
33. 2022-05 Salman H. Ali/Ash Business, Inc. d/b/a Quick Mart 3
34. 2022-06 Charles Clinton Crane/C.L. Crane Grocery
35. 2022-07 Umamaheswari Devi Meruga/Saketh, Inc. d/b/a Lucky Food Mart
36. 2022-08 Darren E. Glenn/Riverside Tavern, LLC
37. 2022-09 Sharon Paul/Chestatee Valley Vintners, LLC d/b/a Three Sisters Winery
38. 2022-10 Michael Davis/Georgia Farm Wines, LLC d/b/a Seven Day Bottoms Farm Winery
39. 2022-11 Salman Ali/Afshar Inc. d/b/a Quick Mart #7
40. 2022-12 E. Karl Boegner/Dahlonega Wine Co., LLC d/b/a Wolf Mountain Vineyards
41. 2022-13 Matthew C. Garner/ZA2GA Wine Company, LLC d/b/a Montaluce Winery, La Vigne Restaurant
42. 2022-15 Blair Housley/Etowah Meadery, Corp./The Dahlonega Brewery
43. 2022-16 Suzanne Reilly Tebor/Neverland Farms, Inc.
44. 2022-17 Seth E. Hunt/Turners Corner General Store
45. 2022-18 Evelyn Claire Livingston/Cavender Creek Winery, LLC d/b/a Cavender Creek Vineyards & Winery
46. 2022-19 Truptiben Patel/Clay Creek Falls Grocery
47. 2022-20 James Rider/JR's BBQ & Country Store
48. 2022-21 Robert Warner/White Oaks LLC d/b/a White Oaks Bistro
49. 2022-22 Bhupendra Kumar Patel/Vaho Enterprises, LLC
50. 2022-23 Jigna Patel/Shalina Business, LLC d/b/a Mart 24/7
51. 2022-24 Becky Lynn Fuller/AGEA Enterprises, LLC d/b/a The Corner Store #2
52. 2022-25 James E. Pruitt/MR2Wings d/b/a Roosters Café

- 53. 2022-26 Tushar V. Patel/Yogis Quickstop, Inc. d/b/a Cutie Gas & Grocery
- 54. 2022-27 Sonika Ahluwalia/Aspen Gold, LLC d/b/a Disco Marathon
- 55. 2022-28 Salma Panjwani/SMS Express LLC d/b/a Cavenders Corner
- 56. 2022-29 Joseph Hannan/Barefoot Hills LLC
- 57. 2022-30 Kari McCann/Red Wine & Blue Vineyard & Winery LLC d/b/a Dahlonga Resort & Vineyard
- 58. 2022-32 Heather Breedlove/CGN Properties, LLC. d/b/a The Mountain Top Lodge
- 59. 2022-33 Michael Davis/Convenience Stores, Inc. d/b/a JP Dahlonga
- 60. 2022-34 Ghanshyam Ramanbhai Patel/ Jay Jalaramji LLC d/b/a Iron Mountain Mart
- 61. 2022-35 Craig Stansberry/Iron Mountain Park, LLC d/b/a The Grille at Iron Mountain

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

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

PUBLIC COMMENT (Agenda Specific)

EXECUTIVE SESSION - Land Acquisition

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

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

There were no announcements from executive session.

ADJOURNMENT

The meeting was adjourned at 4:54 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County



LUMPKIN COUNTY GA

Southern living, southern charm.

Lumpkin County Board of Commissioners

2022 BOC Planning Retreat

Chamber of Commerce Meeting Room

December 11, 2021

8:00am-3:30pm

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

Facilitator: Mary Beth Brownlee, ACCG

RETREAT RESULTS

2022 Planning Retreat – Program of Work & Action Items

1. Financial Update (Abby Branan)

Presentation and general discussion; no action necessary.

2. Sales Tax Programs (Abby Branan)

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

2021 Accomplishments:

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

Action/Next Steps:

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

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

Presentation and general discussion.

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

Action/Next Steps:

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

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

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

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

2021 Accomplishments:

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

5. Recycling (Ashley Peck, Larry Reiter)

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

Action/Next Steps:

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

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

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

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

Presentation and general discussion regarding projects below.

a. Aquatic Center

Overview of project and funding options detailed below:

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

Minutes Acceptance: Minutes of Dec 11, 2021 8:00 AM (MINUTES)

Action/Next Steps:

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

b. Animal Shelter

Presentation and general discussion.

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

Action/Next Steps:

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

c. Little Mountain Road Improvement

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

d. Update on the Oak Grove Roundabout

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

e. Pine Tree Way Road Widening

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

Action/Next Steps:

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

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

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

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

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

Commercial growth within GCOD:

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

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

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

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

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

Action/Next Steps:

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

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



December 21, 2021
 5:00 P.M.

Call to Order

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

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

Public Comment

Character Area Map (CAM) Amendment

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

Adjournment

The meeting ended at 5:16 pm.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Dec 21, 2021 5:00 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



December 21, 2021
 5:15 P.M.

Call to Order

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

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

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

There were no comments from the public.

Adjournment

The meeting was adjourned at 5:18 PM.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Witcher
 County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



December 21, 2021
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 2021 2nd Grade Football Super Bowl Champions

Lumpkin County Indians 2021 2nd Grade Football Super Bowl Champions

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

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

CONSIDERATION OF MINUTES

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

RESOLUTIONS

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

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

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

Appoint/Reappoint Members to Audit Committee

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

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

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

Resolution to Amend the Character Area Map

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

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

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

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

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

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

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

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

Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law

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

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

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

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

CONTRACTS/AGREEMENTS

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

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

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

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

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

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

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

Tourism Development Services – Chamber of Commerce

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

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

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

Legacy Link SFY-2022 Addendum #1. CONTRACT ADDENDUM #1 - SFY2022 This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2021-028-A-S approved on July 20, 2021) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.

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

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

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

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

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

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

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

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

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

OTHER ITEMS

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

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

ALCOHOLIC BEVERAGE LICENSE RENEWALS

- 27. 2022-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures
- 28. 2022-02 Craig H. Kritzer/Frogtown Cellars LLLP
- 29. 2022-03 Jeffrey Grindle/Tomato House Farm LLC
- 30. 2022-04 Michele Kraft Deblois/Hideaway Restaurant
- 31. 2022-05 Salman H. Ali/Ash Business, Inc. d/b/a Quick Mart 3
- 32. 2022-06 Charles Clinton Crane/C.L. Crane Grocery
- 33. 2022-07 Umamaheswari Devi Meruga/Saketh, Inc. d/b/a Lucky Food Mart
- 34. 2022-08 Darren E. Glenn/Riverside Tavern, LLC
- 35. 2022-09 Sharon Paul/Chestatee Valley Vintners, LLC d/b/a Three Sisters Winery
- 36. 2022-10 Michael Davis/Georgia Farm Wines, LLC d/b/a Seven Day Bottoms Farm Winery
- 37. 2022-11 Salman Ali/Afshar Inc. d/b/a Quick Mart #7
- 38. 2022-12 E. Karl Boegner/Dahlonega Wine Co., LLC d/b/a Wolf Mountain Vineyards
- 39. 2022-13 Matthew C. Garner/ZA2GA Wine Company, LLC d/b/a Montaluce Winery, La Vigne Restaurant
- 40. 2022-15 Blair Housley/Etowah Meadery, Corp./The Dahlonega Brewery
- 41. 2022-16 Suzanne Reilly Tebor/Neverland Farms, Inc.
- 42. 2022-17 Seth E. Hunt/Turners Corner General Store
- 43. 2022-18 Evelyn Claire Livingston/Cavender Creek Winery, LLC d/b/a Cavender Creek Vineyards & Winery

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

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

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

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

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

ADJOURNMENT

The meeting was adjourned at 6:05 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



December 21, 2021
 6:00 P.M.

CALL TO ORDER

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

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

INVOCATION

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

CONSIDERATION OF AGENDA

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

PUBLIC COMMENTS (Agenda Specific)

PROCLAMATIONS

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

Lumpkin County Indians 2021 2nd Grade Football Super Bowl Champions

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

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

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

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

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

CONSIDERATION OF MINUTES

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

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

RESOLUTIONS

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

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

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

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

Appoint/Reappoint Members to Audit Committee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law

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

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

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

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

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

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

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

REPORTS

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

CONTRACTS/AGREEMENTS

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

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

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

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

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

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

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

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

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

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

Tourism Development Services – Chamber of Commerce

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

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

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

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

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

Legacy Link SFY-2022 Addendum #1. CONTRACT ADDENDUM #1 - SFY2022 This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2021-028-A-S approved on July 20, 2021) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OTHER ITEMS

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

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

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

ALCOHOLIC BEVERAGE LICENSE RENEWALS

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

- 27. 2022-01 Michele Kraft Deblois/Forrest Hills Gifts & Treasures
- 28. 2022-02 Craig H. Kritzer/Frogtown Cellars LLLP
- 29. 2022-03 Jeffrey Grindle/Tomato House Farm LLC
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59. 2022-35 Craig Stansberry/Iron Mountain Park, LLC d/b/a The Grille at Iron Mountain

COUNTY MANAGER

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

COUNTY ATTORNEY

COMMISSIONERS

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

PUBLIC COMMENTS

ADJOURNMENT

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

The meeting ended at 6:44 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

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



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 4, 2022

Agenda Item: Resolution to Amend the Character Area Map

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

Facts & Historical Information:

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

Proposed Conditions:

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

- 1) Only Light Industrial and lesser uses shall be allowed. Light industrial uses are those that practice wholesaling or warehousing, as well as fabrication, manufacturing, assembly, or processing of goods and materials already in a refined form. Uses which produce smoke, odor, dust, noise, vibrations, or any other nuisances shall be completely confined within an enclosed building as to not have significant impacts on neighboring properties.
- 2) No use shall not produce noise that is audible at the boundary of the industrial park during the hours of 6:00 pm to 7:00 am
- 3) No use shall produce dust that leaves the property.
- 4) No use shall produce any odor or smell that leaves the property.
- 5) All uses must operate in an enclosed structure, except outdoor storage.
- 6) Outdoor storage must be screened by an 8ft high opaque fence along the boundary of the Industrial Character Area and any right of way.
- 7) Processing and manufacturing, or compounding of materials or products from raw materials is prohibited.
- 8) No use shall have hazardous chemicals or materials in excess of those listed in 49 CFR 172.101 Appendix A (List of Hazardous Substances and Reportable Quantities)
- 9) Heavy Industrial uses as defined in Lumpkin County Code of Ordinances Sec 27-40. 4. B. are not allowed.

10) Additional prohibited uses:

- a) Wood or coal yards
- b) Storage more than 20,000 gallons of petroleum products
- c) Smelting
- d) Animal stockyard or poultry houses
- e) Mineral excavation
- f) Fertilizer manufacturing
- g) Explosive manufacturing
- h) Production or refining of proteins
- i) Residential uses

Potential Course of Action:

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

Budgetary Impact:

None

Staff Recommendation:

Staff recommends that the BOC approve COA 1.

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
CAM Final Packet



Lumpkin County, Georgia

Planning Department

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

REQUIRED INFORMATION FOR ALL APPLICATIONS

Property Owners Name: _____

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

Applicant's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ - _____

Phone: _____

Description of Request:

Existing Land Use: _____

Proposed Land Use: _____

Character Area: _____

Parcel No.: _____ - _____

Property Size: _____ ac (s)

FOR MAP AMENDMENTS ONLY:

Requested amendment to Character Area Map

Designation of property:

Is the property currently in a Conservation Use Land Assessment (CUVA): _____

REQUIRED ATTACHMENTS

- _____ Proof of Ownership (Deed)
- _____ Notarized authorization of owner, if not the applicant
- _____ Survey or Map of the property (11" x 17" maximum size)

- _____ Legal Description of the Property
- _____ *Processing and review fee (receipt)*

CASE NO **8.a**

CAM 2021 -2

☐ -APPROVED ☐ -DENIED

☒ -MAP AMENDMENT

DATE: _____

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



Lumpkin County, Georgia

CASE NO.

Planning Department

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

VARIANCE REQUEST FORM

Requested Action

[] Front Setback Variance of _____ feet.

[] Rear Setback Variance of _____ feet.

[] Side Setback Variance of _____ feet.

[] Lot Size Variance of _____ acres.

[] Mobile Home Variance

[] Appeal of a Administrative Decision

[] Other

description: _____

Land Use/Development Regulation: _____

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

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

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

☐ Size: _____

☐ Shape: _____

☐ Topography (if slope a factor, a topographic map must be included) _____

☐ Other: _____

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

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

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

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

CASE NO.

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

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

Signature: _____

Date: 10-28-21

STATE OF GEORGIA
COUNTY OF LUMPKIN

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

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

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

(Signature)

Notary Public, Commission No. _____

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

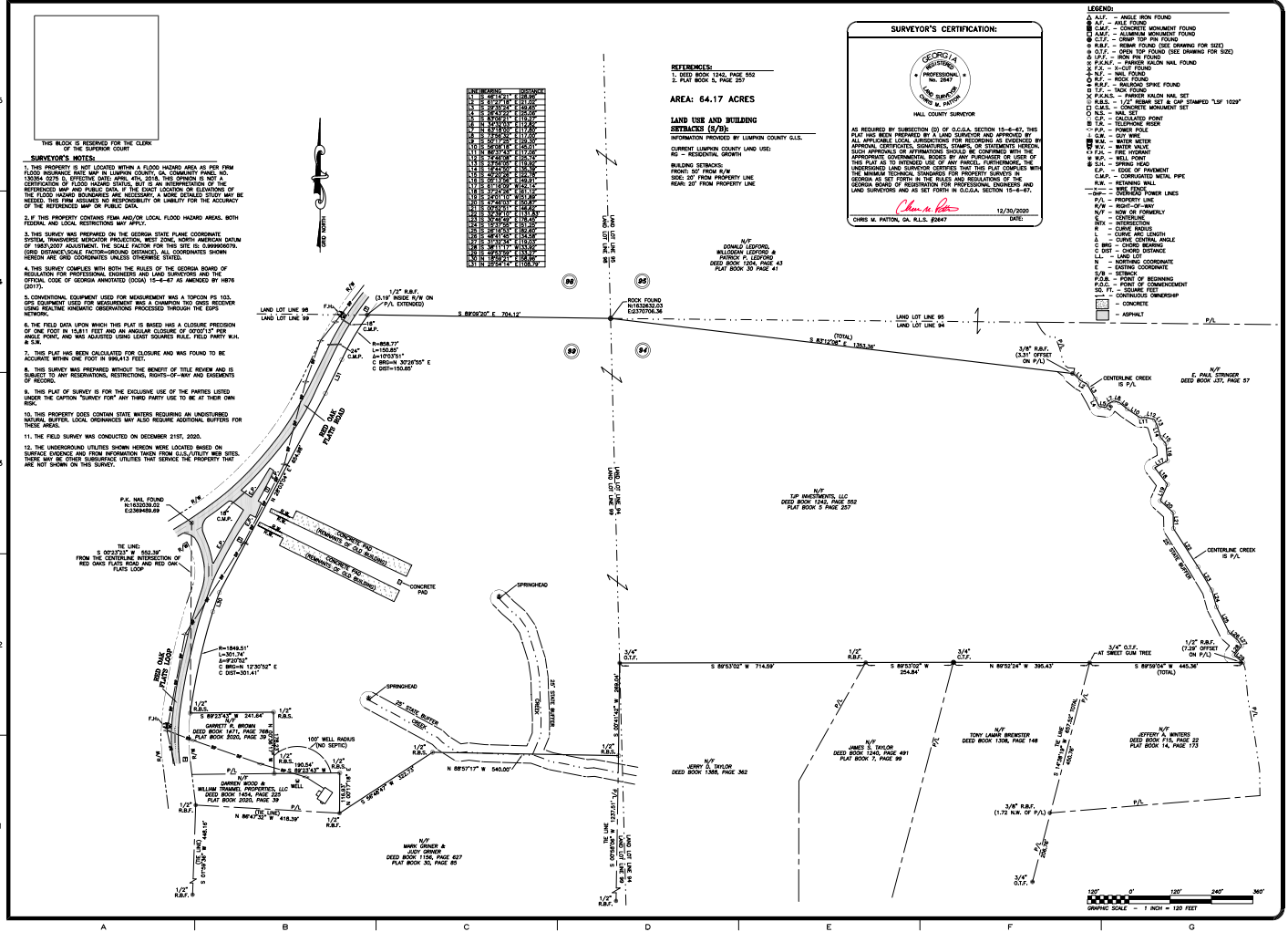
PAYTON ANDERSON
NOTARY PUBLIC
Lumpkin County
State of Georgia
My Comm. Expires 7/16, 2023

NOTE:

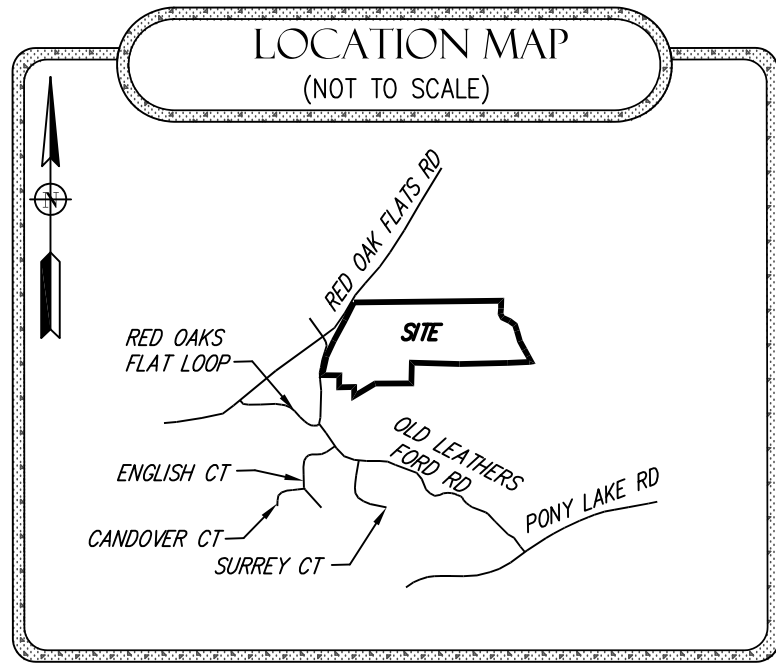
The Planning Commission and/or Board of Commissioners, as appropriate, shall consider the following standards in considering any proposal that would result in a special land use approval, variance to character area standards or changes to the Future Land Use Map, giving due weight or priority to those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

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

Exhibit B



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



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

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

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

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

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

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

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

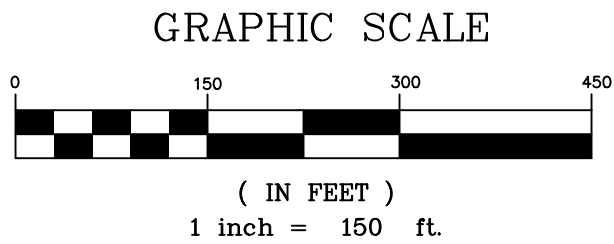
TOTAL AREA= 64.17 ACRES

CURRENT LAND USE: RESIDENTIAL GROWTH

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



LINE	BEARING	DISTANCE
L1	S 46°14'21" E	28.96'
L2	S 61°27'18" E	21.02'
L3	S 29°35'24" E	49.65'
L4	S 26°43'22" E	25.06'
L5	S 83°06'21" E	19.27'
L6	N 34°32'03" E	12.82'
L7	N 63°18'00" E	17.80'
L8	S 73°56'32" E	17.00'
L9	S 50°17'25" E	29.30'
L10	S 56°08'18" E	45.01'
L11	N 86°37'43" E	17.06'
L12	S 74°46'08" E	25.74'
L13	S 23°56'05" E	19.92'
L14	S 16°44'50" E	35.39'
L15	S 40°20'26" E	22.78'
L16	S 05°13'56" E	49.91'
L17	S 61°16'09" W	42.14'
L18	S 37°24'26" E	61.12'
L19	S 24°01'10" W	51.89'
L20	S 47°46'03" E	50.87'
L21	S 00°52'51" E	46.62'
L22	S 32°39'10" E	131.83'
L23	S 30°46'49" E	78.45'
L24	S 15°37'55" E	51.25'
L25	S 26°16'53" E	82.60'
L26	S 48°41'45" E	34.58'
L27	S 31°32'34" E	19.03'
L28	S 38°11'17" W	33.92'
L29	S 49°53'59" E	33.27'
L30	N 18°59'21" E	58.96'
L31	N 25°54'14" E	108.79'



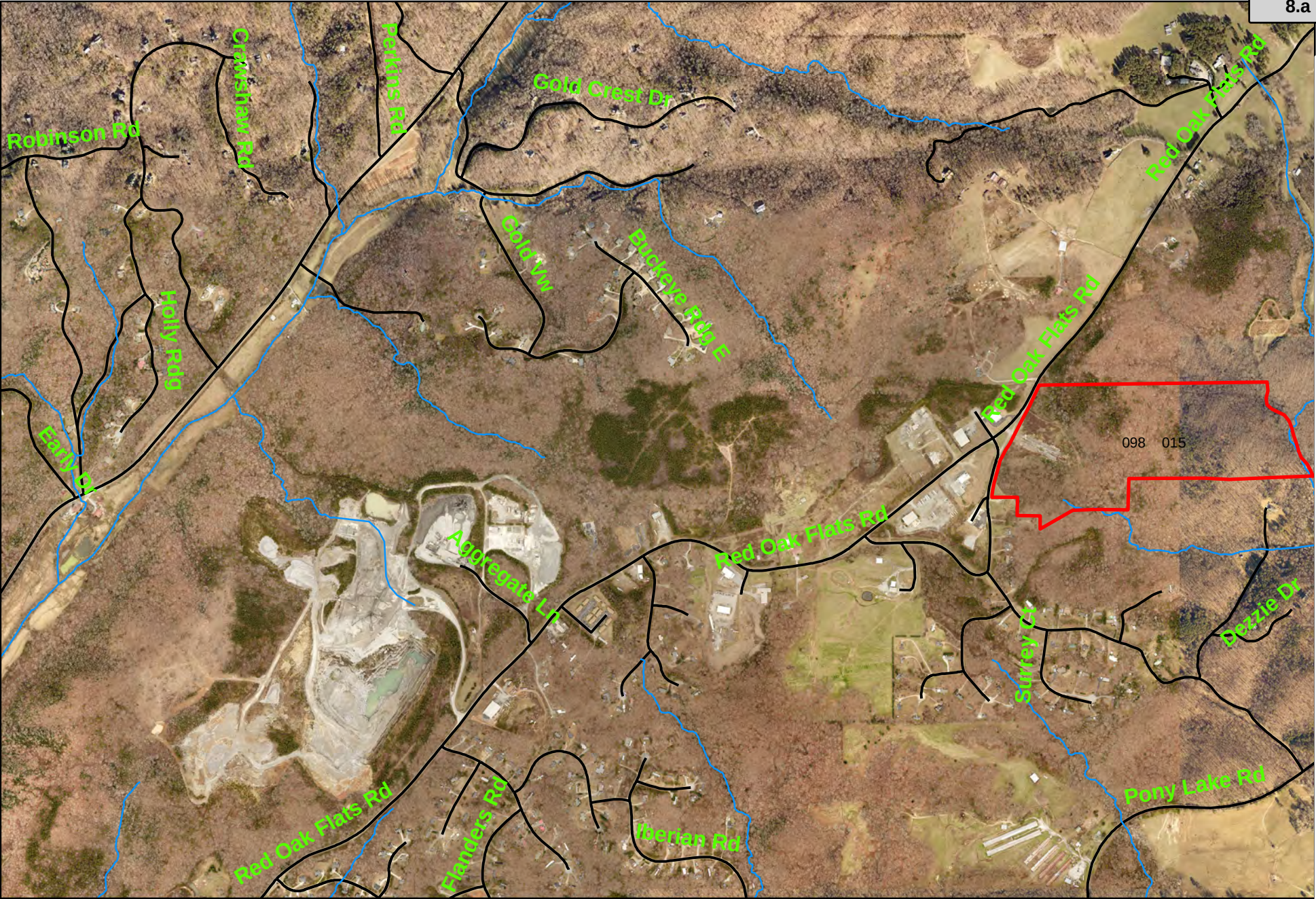
PREPARED BY
DES DAVIS
ENGINEERING & SURVEYING
133 PROMINENCE COURT
SUITE 210
DAWSONVILLE, GA 30534
PHONE: (706) 265-1234
DAVISENGINEERS.COM

REVISION	DATE	DESCRIPTION

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

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

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

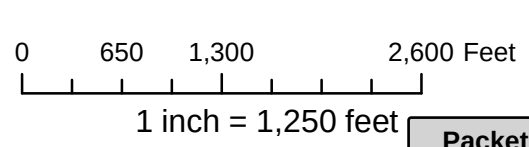


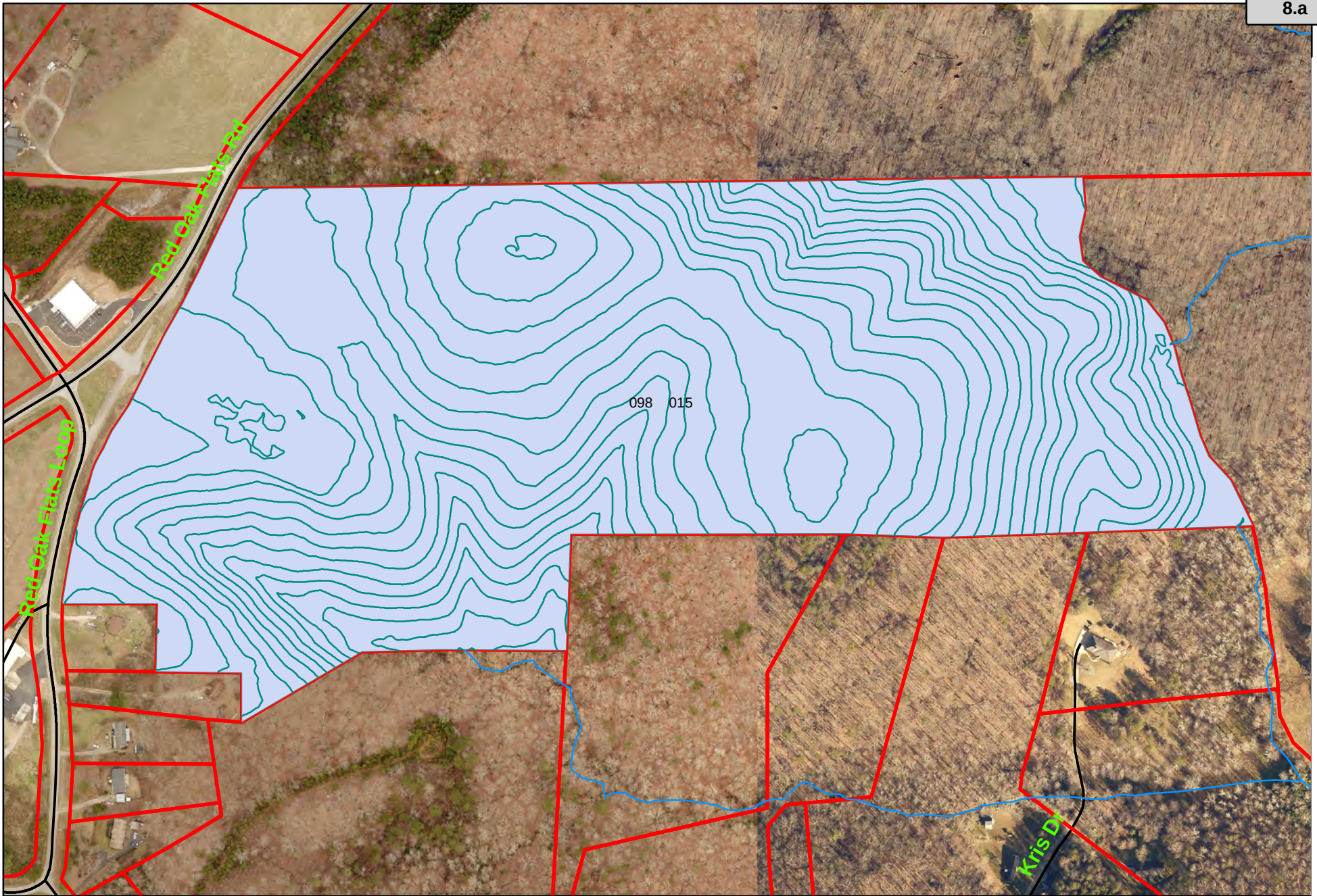
Attachment: CAM Final Packet (2022 - 01 : Resolution to Amend the Character Area Map)



Legend
098015
RdCenterline

Amicalola Propane
parcel #098-015
Location Map





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



Legend
09801510ft
098015
Parcel2021
RdCenterline

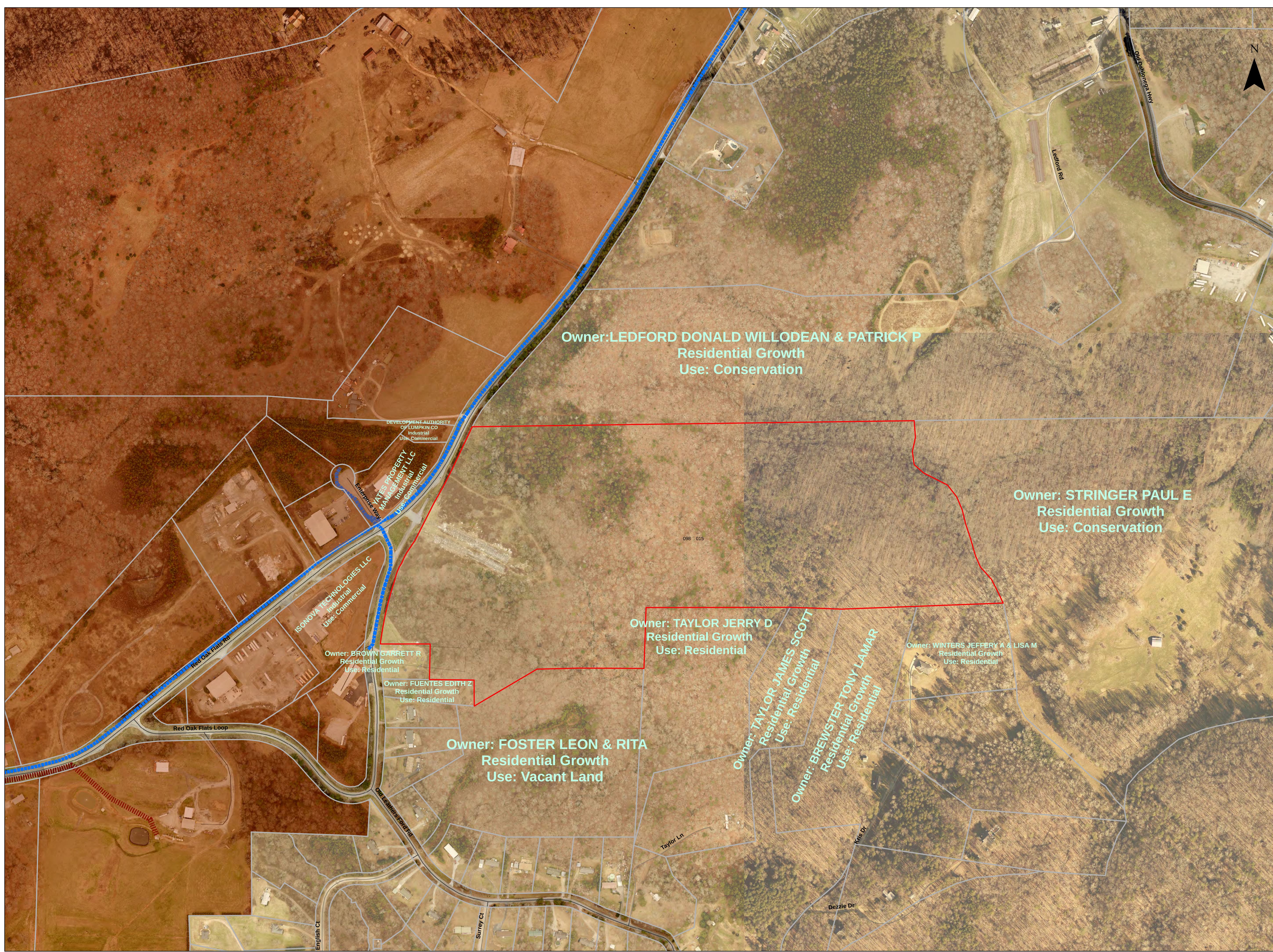
Amicalola Propane parcel #098-015 Site Map

0 185 370 740 Feet

1 inch = 336 feet



Amicalola
Propane, Inc



Legend

- 098-015
- Parcels
- Commerce Corridor
- Gateway Corridor
- Gateway Corridor Overlay District
- Community Village Center
- Neighborhood Village Center
- Agricultural Preservation
- Residential Growth
- Rural Places
- Industrial
- Public/Institutional
- Recreation/Open Space/Conservation
- Transportation/Communication/Utilities
- City of Dahlonega
- PressurizedSewerMain
- wPressurizedMain
- RdCenterline



D2021004163

BK:1516 PG:510-517

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



REAL ESTATE
TRANSFER TAX
PAID: \$0.00

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

3433540228
PARTICIPANT ID

DEED TO SECURE DEBT

STATE OF GEORGIA,
COUNTY OF LUMPKIN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

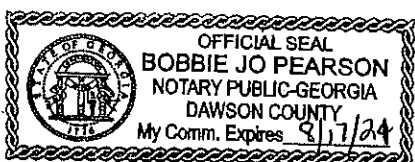
Lyndy Smith

Unofficial Witness

Bobbie Jo Pearson

Notary Public

Commission Expires: 8/17/2024



RMAK Properties, LLC

By:

Adam Smith

(SEAL)

Adam Smith, Managing Member

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

D2021004042

BK:1515 PG:680-681

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



REAL ESTATE
TRANSFER TAX
PAID: \$592.50

PT-61 093-2021-001635

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

3433540228
PARTICIPANT ID

LIMITED WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF LUMPKIN.

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

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

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

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

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

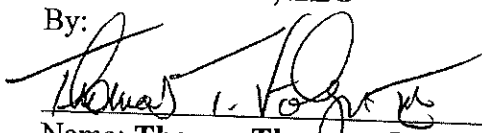
AND THE SAID party of the first part, for its successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its successors and assigns, against all persons claiming by, through or under Grantor.

Page Two
Limited Warranty Deed

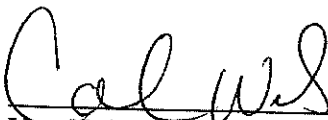
IN WITNESS WHEREOF, the said party of the first part, acting by and through its duly authorized managing member, has hereunto set its hand and seal, the day and year above written.

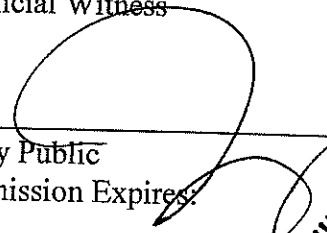
TJP Investments, LLC

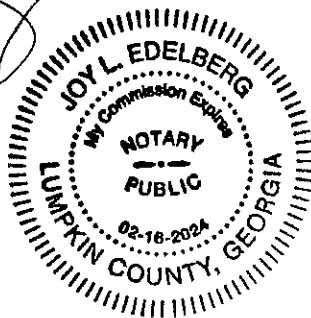
By:

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

Signed, sealed and delivered
 in the presence of:


 Unofficial Witness


 Notary Public
 Commission Expires:



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



Sec. 27-72. Character area map amendments.

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

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



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 4, 2022

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

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

Lumpkin County Resolution No. 2022 –02

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

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

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

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

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

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

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 4, 2022

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

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

Lumpkin County Resolution No. 2022 –03

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

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

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

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

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance Department

Date: January 4, 2022

Agenda Item: January Surplus Property

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

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

Potential Courses of Action:

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

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022 –04

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

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

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

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

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

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

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

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
Surplus Property request 2022 01

Exhibit "A"

SURPLUS REQUEST LIST DATED 12/28/21[illegible]



Lumpkin County, Georgia

Public Works Department

Date: January 4, 2022

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

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

Facts & Historical Information:

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

Road information:

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

Attachments:

- Plat of subdivision

Staff Recommendation:

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

LUMPKIN COUNTY RESOLUTION NO. 2022 -05

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

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

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

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

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

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

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

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
plat 2019-53



Lumpkin County, Georgia

Special Projects Department

Date:	January 4, 2022
Agenda Item:	Health Department Request to Install Generator Back-Up System
Item Description:	Health Department Request to Install Generator Back-Up System. The Lumpkin County Health Department is requesting permission to install a back-up generator system.
Facts & Historical Information:	The Lumpkin County Health Department is requesting permission to install a back-up generator system at the building located at 60 Mechanicsville Road, Dahlonega, GA. The back-up generator is for the preservation of vaccines in the event of an extended power outage. The system will consist of a propane powered 10kw air cooled generator a 200amp Generac Smart Switch and a 325-gallon propane tank. The system will run the vaccine refrigerator and freezer, some lighting and a few electrical outlets. Installation of the system requires an update to the building's electrical panel and adding a propane tank and hook-up. The Health Department currently has \$93,929.44 in vaccines which potentially could be lost if the building experiences an extended power outage. This generator system would allow for the preservation of the vaccines for 5-6 days in the event of a power outage. All cost associated with the installation of this system would be the responsibility of the Lumpkin County Health Department. All maintenance cost for this system would be the responsibility of the Lumpkin County Health Department. Refueling of the propane tank would be the responsibility of the Health Department.
Potential Courses Of Action:	1. Approve the agreement with the Lumpkin County Health Department to install a generator back-up system. 2. Do not approve the agreement with the Lumpkin County Health Department to install a generator back-up system.
Budget Impact:	There would be no impact to the budget as the Health Department would be responsible for the installation and maintenance of the generator back-up system.
Staff Recommendation:	Approve the agreement with the Lumpkin County Health Department to install a generator back-up system.

Attachments:

Generator Back-Up Contract

Attachment A

Attachment B

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

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

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

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

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

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

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

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

BY: County of Lumpkin

Signature _____ Date _____

BY: Lumpkin County Health Department

Signature _____ Date _____

BY: Witness

Signature _____ Date _____

Printed Name of Witness _____

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

Attachment A
including next 6 pages

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

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

Total Vaccine cost- \$93,929.44

County Purchase Vaccine Inventory Cost

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

Total Cost of County Vaccine Inventory:

\$37,083.09

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

12/16/2021 09:01:06

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

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

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

12/16/2021 09:01:06

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

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

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

12/16/2021 09:01:06

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

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

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District 2 Lumpkin County Health Department
November 2021

12/16/2021 09:01:06

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

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

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

12/16/2021 09:01:06

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

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

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

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

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

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

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

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

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

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



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

Date

Customer Name
Address line 1
Address line 2

Subject: 10kW Automatic Standby Generator Proposal

Dear Mr. or Mrs. :

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

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

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

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

Installed Price: \$9,085.00

New Installations typically require a 50% down payment

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

Accessory Options Available for Purchasing:

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

X Generac – WiFi Generator Monitoring

\$ FREE 1st Year

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Scott Fowler
Owner

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

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

Customer Name/Signature

Date

Estimated Propane Gas Hook-up

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



Lumpkin County, Georgia

Finance Department

Date:	January 4, 2022
Agenda Item:	Mauldin & Jenkins - 2021 Audit Engagement Letter
Item Description:	Mauldin & Jenkins – 2021 Audit Engagement Letter. 2021 Audit engagement letter that identifies the applicable financial reporting framework, single audit standards, and the expected form and content of auditor’s report.
Facts & Historical Information:	The firm of Mauldin and Jenkins has been the County’s external auditor since 2007. The Board chose to place this service out for proposal in 2017 and the firm of Mauldin & Jenkins was the successful proposer. This engagement letter is for the year ending December 31, 2021. The letter identifies the applicable financial reporting framework, single audit standards, and the expected form and content of the auditor’s report. The engagement letter also covers what the County is expected to prepare, what will be reviewed for conformance to standards and what will be audited. This letter also covers the date of the start of audit fieldwork on March 1, 2022 and states that reports will be issued no later than June 30, 2022. Fees for landfill assurance and any other state compliance reports are billed at an hourly rate. This also covers the inclusion of our Component Units in the report (Water Authority, Health Department, and Hospital Authority) and conduit debt. Fees for 2021 are \$58,000 base audit, landfill assurance, and single audit since the county’s federal awards exceeded \$750,000 in 2021. The Development Authority will be presented as a component unit but will be billed separately from the County’s audit fee.
Potential Courses Of Action:	Approve the signing of the audit letter as presented and previously negotiated.
Budget Impact:	This is included in the 2022 budget.
Staff Recommendation:	



Lumpkin County, Georgia

Board of Commissioners Department

Date: January 4, 2022

Agenda Item: Election of Vice Chairman

Item Description: Election of Vice Chairman



Lumpkin County, Georgia

County Clerk Department

Date:	January 4, 2022
Agenda Item:	Alcoholic Beverage License - Trattoria Restaurant
Item Description:	Alcoholic Beverage License - Trattoria Restaurant. This is for the issuance of an alcoholic beverage license for Beer/Wine & Distilled Spirits Consumption sales located at 946 Via Montaluce, Dahlonega, GA 30533.
Facts & Historical Information:	Matthew Garner is applying for ZA2GA Wine Co., LLC dba Trattoria de Montaluce to obtain a Beer/Wine & Distilled Spirits Consumption sales alcoholic beverage license.
Potential Courses Of Action:	A. Approve the license. B. Deny the license
Staff Recommendation:	Approve the alcoholic beverage license.



Lumpkin County, Georgia

Finance Department

Date: January 4, 2022

Agenda Item: 2020 SPLOST 2022 Work Plan

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

Facts & Historical Information:

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

Potential Courses Of Action:

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

Budget Impact:

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

Staff Recommendation:

Attachments:

Lumpkin County 2020 SPLOST 2022 Work Plan yr 3

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

2022 WORK PLAN - DRAFT
DECEMBER 11, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

2020 S.P.L.O.S.T. PRO-RATA DISTRIBUTION

19 CHECKS RECEIVED (LC SHARE)

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

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

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

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

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

DISCUSSION



Lumpkin County, Georgia

Finance Department

Date: January 4, 2022

Agenda Item: 2019 TSPLOST 2022 Work Plan

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

Facts & Historical Information:

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

Potential Courses Of Action:

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

Budget Impact:

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

Staff Recommendation:

Attachments:

Lumpkin County 2019 TSPLOST 2022 Work Plan yr 4

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

2022 WORK PLAN
DECEMBER 11, 2021

ROAD MAINTENANCE AND IMPROVEMENT TAX 2019 REFERENDUM STATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCUSSION



Lumpkin County, Georgia

Finance Department

Date: January 4, 2022

Agenda Item: Animal Shelter Funding Update

Item Description: Animal Shelter Funding Update

**Facts & Historical
Information:**

**Potential Courses
Of Action:**

Budget Impact:

Staff Recommendation: