LUMPKIN COUNTY
Board of Commissioners
Work Session Agenda
Commissioners Boardroom

December 7, 2021
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. Development Authority Annual Report *(Development Authority Director Rebecca Mincey)*
2. Chamber of Commerce & Tourism Presentations *(Robb Nichols & Sam McDuffie)*

- **PROCLAMATIONS**

3. Lumpkin County Indians 2021 2nd Grade Football Super Bowl Champions ***Work Session II***
4. Lumpkin County Indians 2021 K/1st Grade Football Super Bowl Champions ***Regular Meeting***

- **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)*
10. 2021 - 67 - Appoint/Reappoint Members to Audit Committee
11. 2021 - 68 - 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
13. 2021 - 70 - Resolution to Amend the Character Area Map *(Planning Director Bruce Georgia)* ***Work Session II***
14. 2021 - 71 - Resolution Requesting General Assembly Approval of Revised Lumpkin County District Map *(Elections Supervisor Rhonda Sheppard)*
15. 2021 - 72 - Hazardous Waste Trust Fund Application *(Finance Director Abby Branan)*
16. 2021 - 73 - Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law
17. 2021 - 74 - Appoint Member to Board of Health - Brigette 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)*
19. 2021-075 - Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal *(Public Works Director Larry Reiter)*
20. 2021-076 - Classic Cleaners – 2022 Lease *(Special Projects Director Ashley Peck)*
21. 2021-077 - Tourism Development Services – Chamber of Commerce *(Finance Director Abby Branan)*
22. 2021-078 - LC Wimpy Airport Fencing Contract Extension *(Public Works Director Larry Reiter)*
23. 2021-079 - Legacy Link SFY-2022 Addendum #1 *(Senior Center Manager Linda Kirkpatrick)*
24. 2021-080 - CJCC VOCA – Financial Administration – District Attorney *(Finance Director Abby Branan)*
25. 2021-081 - CJCC VOCA (Victims of Crime Act) - MOA *(Finance Director Abby Branan)*
26. 2021-082 - Development Authority IGA Payment in Lieu of Taxes *(Development Authority Director Rebecca Mincey)*
27. 2021-083 - CJCC VOCA Comp Advocate Grant *(Finance Director Abby Branan)* ***Work Session II***

- **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 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 Dahlonega 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 Dahlonega

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**
- **PUBLIC COMMENT (Agenda Specific)**
- **EXECUTIVE SESSION - Land Acquisition**
- **ADJOURNMENT**

Lumpkin County, Georgia

Development Authority Department

Date: December 7, 2021

Agenda Item: Development Authority Annual Report

Item Description: Development Authority Annual Report

Attachments:
DALC Year in Review 2021

LUMPKIN COUNTY, GA

2021

Year in Review

Attachment: DALC Year in Review 2021 (3237 : Development Authority Annual Report)

Development Authority
of Lumpkin County

(706) 482-2648
info@picklumpkincounty.org
www.picklumpkincounty.org

342 Courthouse Hill
Mailbox C
Dahlonega, GA 30533

ORGANIZATION PROFILE

Through strong partnerships, infrastructure investment, and strategic incentives, we strive to help businesses achieve excellence. We pride ourselves on maintaining a hands-on approach for all projects, no matter how big or small.

ANNUAL PRIORITIES OF WORK

- Business Retention, Relocation, & Expansion
- Workforce Development
- Special Projects
- Organizational Development

BOARD OF DIRECTORS & STAFF

- Chuck Jones, Chairman
- Jim Higdon, Vice Chairman
- Henry Davis, Secretary
- Wyman Walden, Treasurer
- Donna Minnich
- John Gaston
- Robb Nichols
- Jim Curtis
- Clarence Stowers

Rebecca Mincey, Executive Director
706.482.2648
rebecca.shirley@lumpkincounty.gov

WE'RE SOCIAL!

picklumpkincounty.org
Facebook: @PickLumpkinGA
Instagram: @PickLumpkinGA

OUR MISSION

Enriching local employment, the county tax base, and business opportunity while honoring the history, natural beauty, and character of Lumpkin County.

Attachment: DALC Year in Review 2021 (3237 : Development Authority Annual Report)

Get accurate and up-to-date research on doing business in Lumpkin County, Georgia. Wheth relocating, expanding, or starting with a new business idea, we are here to help you get the facts!

JUST THE FACTS

33,610

POPULATION ESTIMATE

The projected 2025 population of Lumpkin County is 35,539, which is a 18.6% increase between years 2010-2025.

16,363

COUNTY LABOR DRAW

170,684

REGIONAL LABOR DRAW

$55,800

MEDIAN HOUSEHOLD INCOME

3.66%

UNEMPLOYMENT AVERAGE

Average unemployment between years 2017-2021 in Lumpkin County.

- Located in the foothills of the Appalachian Mountains with rich history, diverse culture, and unique lifestyle characteristics
- Lumpkin County sits at the northern end of GA Highway 400; a limited access highway that is a straight shot to Atlanta
- State Corporate Income Tax: 5.75%
- Below national average union membership rate
- Established workforce pipelines
- Up-to-date labor profile reports for prospects
- Competitive real estate and wages
- 100% Freeport Exemption in Lumpkin County *(tax exemption on inventory of goods in the process of bei manufactured)*
- One stop shop of Lumpkin County economic development services for streamlined permitting
- Industrial Revenue Bond financing for eligible projects
- Designated "Broadband Ready Community" and “Gigabit Site Designation”
- Opportunities through Georgia Department of Economic Development:
  - Jobs Tax Credits for businesses creating at least 15 new job
  - High Paying Jobs Creation Tax Credits for new jobs 110% o Lumpkin County's average wage
  - Jobs Tax Credits for MEGA Projects relocating manufacturi to Lumpkin County
  - Georgia Sales and Use Tax Exemptions for expenditures in manufacturing operations, equipment, repairing machine raw materials, pollution control equipment
  - Investment Tax Credits for existing businesses in Georgia

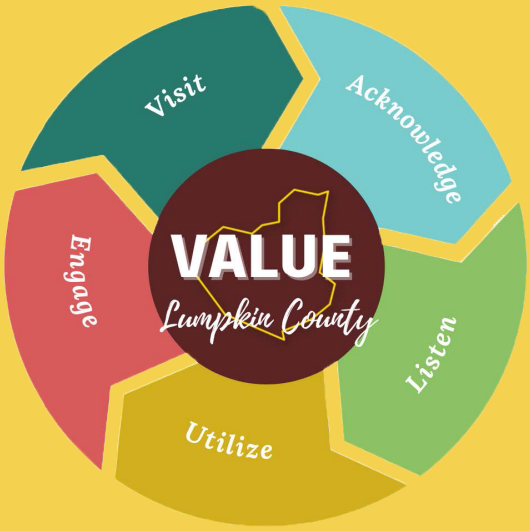
Attachment: DALC Year in Review 2021 (3237 : Development Authority Annual Report)

SOURCE: GEORGIA DEPARTMENT OF LABOR, U.S. CENSUS BUREAU, CENSUS 2010 SUMMARY FILE, ESRI FORECASTS FOR 2019 AND 2024, ESRI FORECA

V.A.L.U.E.

The Development Authority of Lumpkin County supports an agenda that enriches local employment, the county tax base, and business opportunities while honoring the community's history, natural beauty, and character.

The V.A.L.U.E. Program is the Authority's premier service model for business retention, relocation, and expansion.



TOP EMPLOYERS

- University of North Georgia
- Lumpkin County School System
- Lumpkin County Government
- JTKET North America Corp. *Koyo Beari s*
- Mount Sinai Wellness Center
- Wal-Mart
- U.S. Army Ranger Camp Frank D. Merr
- RefrigiWear
- Wahoo Docks & Decks
- StruXure Outdoor
- Northeast Georgia Medical Center

KEY ACTIVITIES

- Hosted Manufacturers of the Year Presentations
- Conducted business site visits
- Participation in Lumpkin County Planning "Plan Review Committee" Meetings
- Developed Lumpkin County prospect report
- Responded to inquiries for data, statistics, available properties, etc.

25
PROSPECT ENGAGEMENTS

10
PROJECT ASSISTANCE

88/216
NEW/RETAINED JOBS

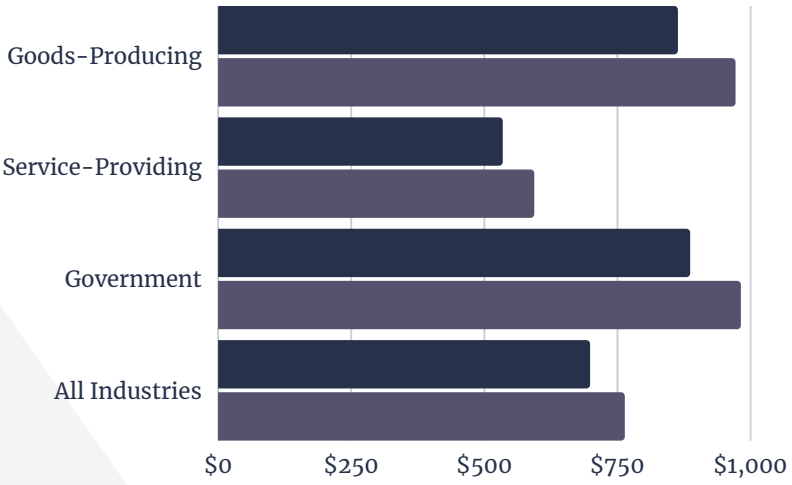
$16 mil
ECONOMIC INVESTMENT

PROJECTS DURING 4TH QUARTER 2020 TO SEPTEMBER 2021

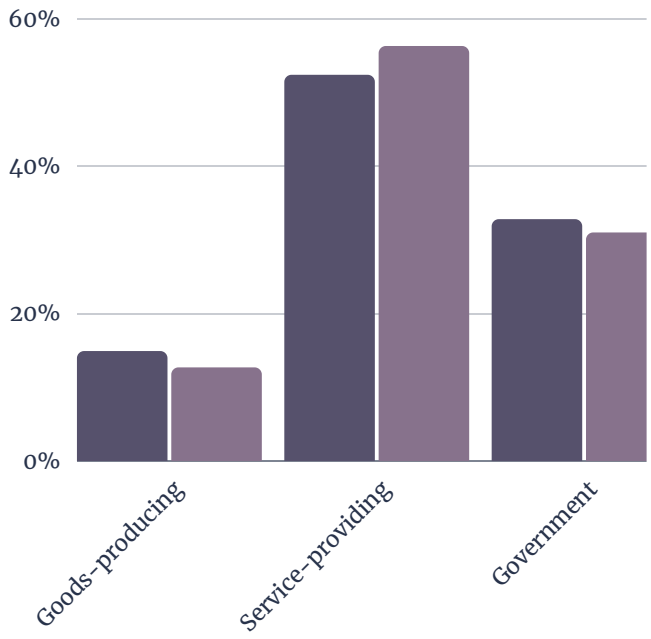
Attachment: DALC Year in Review 2021 (3237 : Development Authority Annual Report)

Workforce development is economic development! The availability and reliability of a skilled, ready, and willing workforce is a top priority for the Development Authority of Lumpkin County.

AVERAGE WEEKLY WAGE TRENDS (2018/2021)



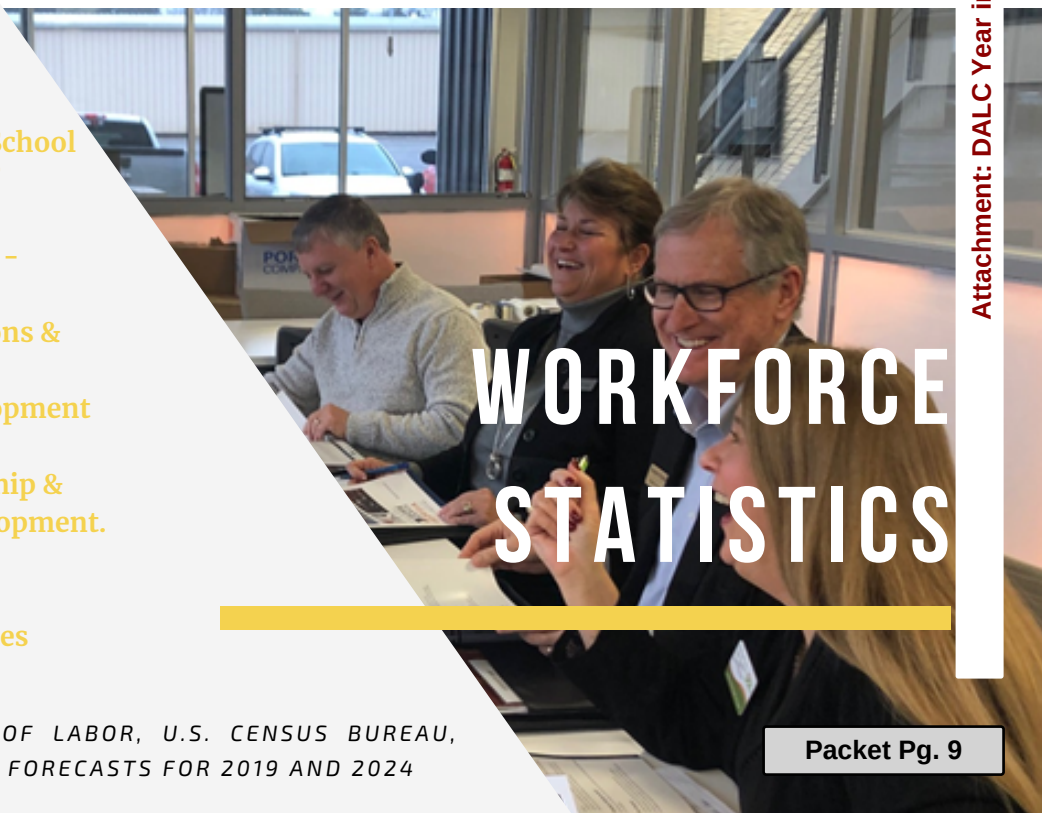
LUMPKIN COUNTY EMPLOYMENT MIX (2018 /2021)



AVERAGE ANNUAL UNEMPLOYMENT TRENDS

12% Increase Average Weekly Manufacturing Wages (2018/2021)

59% Increase in Health Care & Social Assistance Jobs (2018/2021)



WORKFORCE STATISTICS

KEY ACTIVITIES

- Serving on Lumpkin County High School College & Career Academy Board of Directors
- Hosted Manufacturing Roundtable - Apprenticeships 101
- Participated in UNG Communications & Marketing Internship Program
- Serve on regional workforce development "Employability Skills" committee
- Assisting UNG with Entrepreneurship & STEM outreach and program development.
- Produced Work-Based Learning Documentary Films
- Marketed employment opportunities through website and social media

SOURCE: GEORGIA DEPARTMENT OF LABOR, U.S. CENSUS BUREAU, CENSUS 2010 SUMMARY FILE, ESRI FORECASTS FOR 2019 AND 2024

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SPECIAL PROJECTS

YAHOOLA CREEK RESERVOIR

In partnership with Yahoola Outdoors, the Development Authority of Lumpkin County is working to enhance the Yahoola Creek Reservoir property. This project was identified as a result of public input in the development of the Yahoola Creek Reservoir Master Plan adopted by the Lumpkin County Board of Commissioners in 2021.

BROADBAND INFRASTRUCTURE

The Development Authority of Lumpkin County is seeking to secure State and Local Fiscal Recovery Funds grant dollars to assist in providing needed broadband access to many local homes and businesses.

- Broadband Ready Community Designation
- Broadband Ready Site Designation

COMMUNITY ENGAGEMENT

We engage with our local businesses, civic groups, county government, and other organizations in order to provide community members with the information and data to suppo a strong business climate and quality of life in Lumpkin Cour

- Dahlonega-Lumpkin County Newcomers
- Leadership Lumpkin Economic Development Day
- Lumpkin County State of the Economy
- Planned local visit with Governor Kemp

OTHER SPECIAL PROJECTS

- Website redesign of picklumpkincounty.org
- Assistance with water & sewer Economic Development Administration grant funding
- Completion of 2022 Annual Universal Service Fund (USF) Survey for natural gas infrastructure
- Serving on Lumpkin County Comprehensive Plan Committee
- Executive Director recognized as a Georgia Certified Economic Developer
- Quarterly newsletters distributed
- Relocation to Lumpkin County Planning & Development Services (one stop shop)
- Collaboration with University of Georgia Civil Engineering Project Management Class

50

Professional Development Hou

320

Vo

Attachment: DALC Year in Review 2021 (3237 : Development Authority Annual Report)

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 7, 2021

Agenda Item: Chamber of Commerce & Tourism Presentations

Item Description: Chamber of Commerce & Tourism Presentations

Attachments:
DLCCC Overview Deck
2021 Lumpkin County BOC Tourism Overview

DAHLONEGA-LUMPKIN

CHAMBER OF COMMERCE

PROSPERITY • ADVOCACY • LEADERSHIP

Attachment: DLCCC Overview Deck (1877 : Chamber of Commerce & Tourism Presentations)

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Vision and Mission

Vision: “The Dahlonega-Lumpkin County Chamber of Commerce is a catalyst for business growth, a convener of leaders and influencers, and a champion for a thriving community.”

Mission: “The Dahlonega-Lumpkin County Chamber of Commerce increases prosperity, attracts visitors, advocates for all businesses, and develops leaders to promote the welfare of our community.”

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CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

2022 DLCCC Board of Directors

Executive Committee

Immediate Past Chair: Matthew Garner, *Montaluce Winery & Estates*

Chair: Dr. Mark Spraker, *University of North Georgia*

Chair-Elect: Joe Mirakovits, *Yellow Daisy Bed & Breakfast*

Treasurer: Wes Chambers, *Chestatee Real Estate & Dahlonega Country Day Academy*

Secretary: Greg Stipe, *StayDahlonega*

At-Large Member: Allyson Peterson, *Peterson Construction Company*

Board Members

Archie Bowling, *Edward Jones*

Dr. Donna Whitfield, *Northeast GA Physician's Group - Internal Medicine*

Jim Combs, *Appalachian Contracting*

Charles Jones, *SunTrust now Truist Bank*

Allen Storey, *Real Property Management Stellar*

Kathy Galbraith, *Northside Hospital*

Elizabeth "Betsy" Wilcauskas, *UNG Student Government Representative*

Beri Orlando, *Walmart*

Catherine Ariemma, *Dahlonega Square Hotel*

DAHLONEGA-LUMPKIN CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Attachment: DLCCC Overview Deck (1877 : Chamber of Commerce & Tourism Presentations)

Chamber Team

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CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Finances

- Chamber Events, Programs, and Staff Supported by:
  - Membership Dues
  - Sponsorships
  - Program and Event Revenue
  - Six Gap
- Tourism Marketing, Visitors Center, and Staff Supported by:
  - City Hotel-Motel Tax
  - County Hotel-Motel Tax
  - Visitor Center Revenue

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Six Gap

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Six Gap and Pedal Productions

US Marine Corps Cycling Champion

- 1991
- 1992
- 1993
- 1994
- 1995

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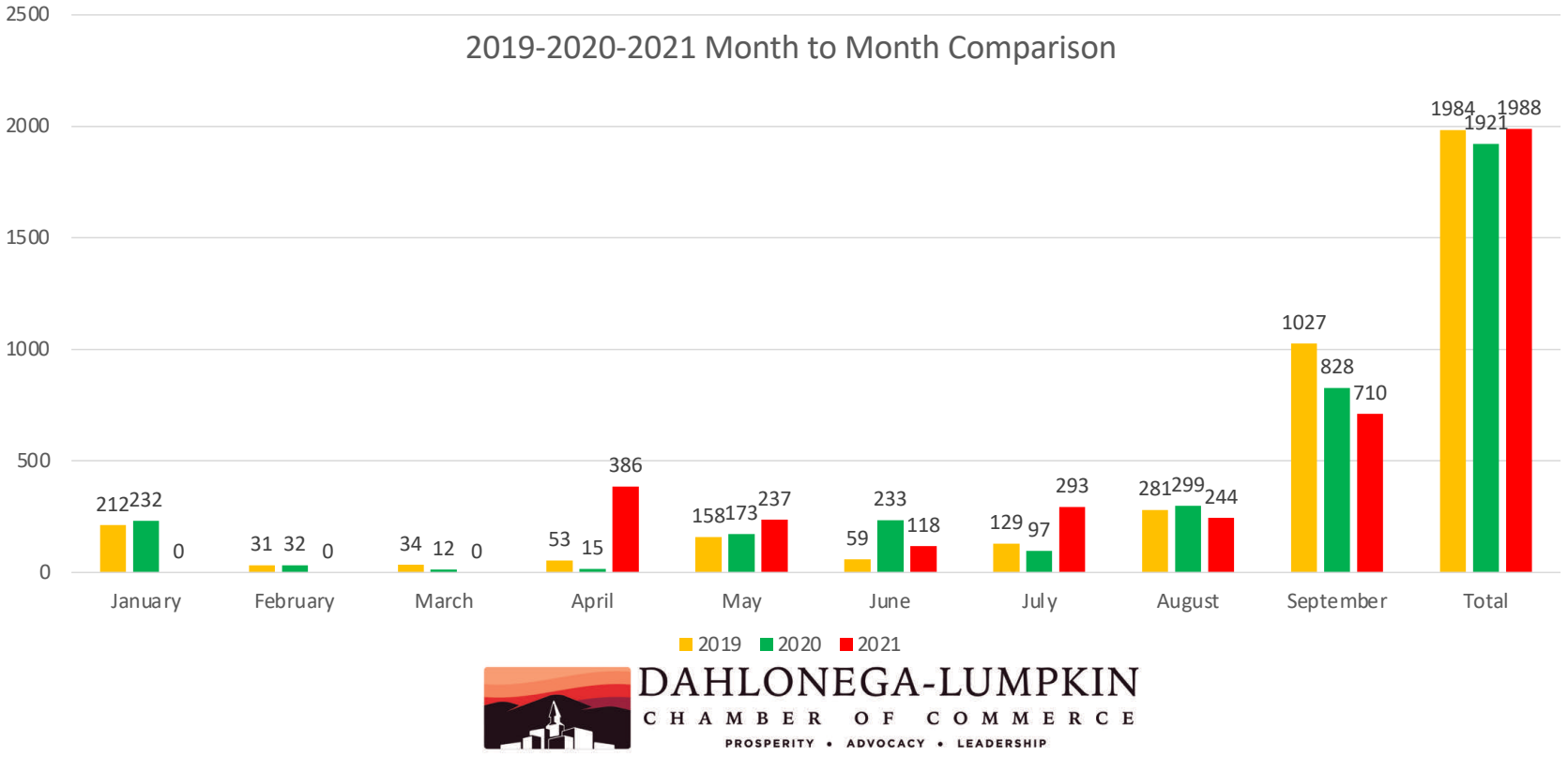
2021 Six Gap Registration Dashboard



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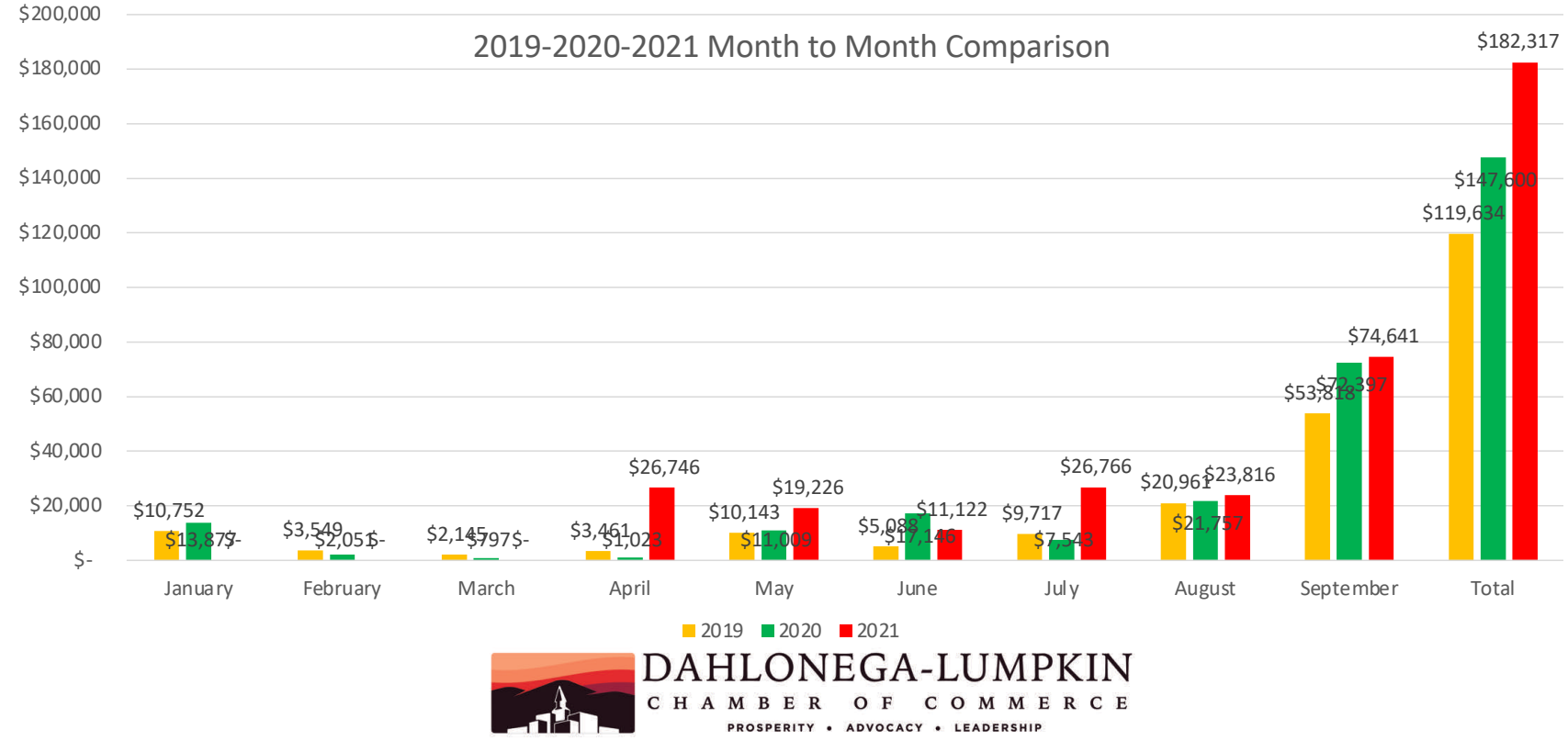
2021 Six Gap Revenue Dashboard



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Six Gap – Riding for Rangers

Riding to Remember.
Riding for Rangers.

GallantFew's Ranger program and OnPoint 1-1 are humbled to announce the six fallen Rangers selected for remembrance as part of September's Riding for Rangers.

100% of the proceeds from the event will benefit the Ranger memorial or support initiative selected by the Rangers' families. This September 1 -30, we ride for the following Rangers:

Riding to Honor.

CPT Connor Bednarzyk, 3/75 - Five Foundation

SFC Kristoffer Domeij, 2/75 - GallantFew Rangers

SGT Ronald Kubik, 3/75 - SGT Ronald Kubik Memorial Scholarship

SGT Dominick Pilla, 3/75 - Three Rangers Foundation

SGT Alessandro Plutino, 1/75 - Honoring Sandrino's Sacrifice Fund

SGT Joshua Rodgers, 3/75 - SGT Joshua Rodgers Memorial Fund

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Attachment: DLCCC Overview Deck (1877 : Chamber of Commerce & Tourism Presentations)

The Future of Six Gap

- Creation of the Six Gap Organizing Committee
  - 501(c)3
  - Will fund the Chamber's Leadership Programs
- Stand alone website and communications
  - 6gap.com
- Three-year contract with Pedal Productions
- Partnerships with
  - Lemond Bicycles
  - Hammer Nutrition

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Prosperity

Chamber Board of Directors Chairman Matthew Gainer (left) shares details of this year's plan with Executive Director Robb Nichols.

Chamber renews focus on workforce

By John Bymam
The Nugget

It's no secret that tourism is going well in Dahlonega.

For years, the Dahlonega Lumpkin Chamber of Commerce has worked to market the town as a destination for visitors seeking the great outdoors, charming history, restaurants, wineries, and more.

But in addition to bringing folks in from outside the county lines, the Chamber has also traditionally served another purpose—supporting local businesses.

See Chamber, 3A

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PROSPERITY • ADVOCACY • LEADERSHIP

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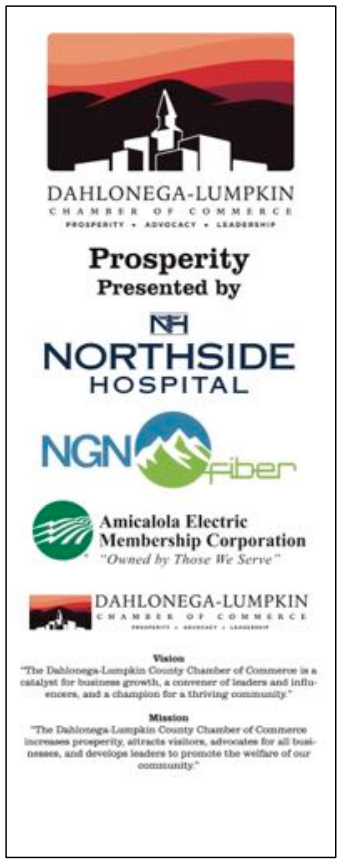
Prosperity



Programs	
CURRENT	**FUTURE**
Partnership with Small Business Development Center Business Advisor Dan Hudgins available for meetings at Kelley Building	Mastermind Groups – 6 to 10-person group that are growing business that can meet to discuss
Small Business of the Quarter Video with Sozo Bear	Develop an Entrepreneur Ecosystem/Business Development
"Brown Bag Sessions" offered by Chamber Members	Resource a Core group of mentors + procure additional mentors as need arises
We-Work Space	Develop an Adaptive Organization Culture to Pivot and meet the Demands of the Business Community That we Have and Want

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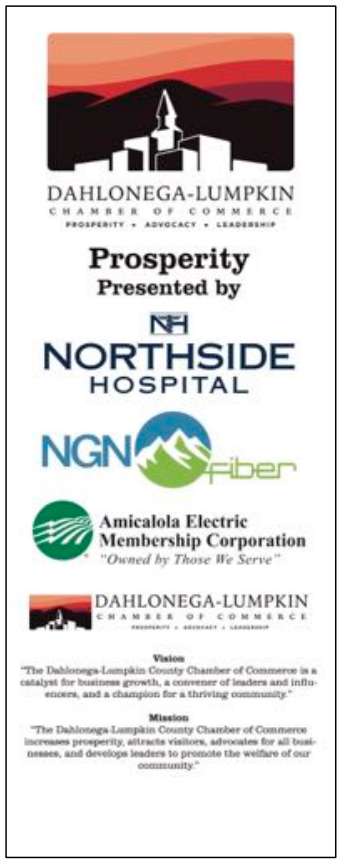
Prosperity Programs



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PROSPERITY • ADVOCACY • LEADERSHIP

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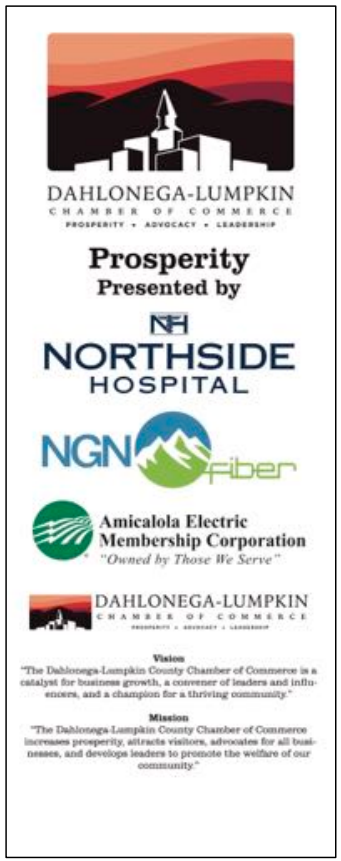
Prosperity "We-Work" Space



- 24/7 Access
  - Chamber Members Request Personalized Access Code
  - Schedule the Northside Multi-Purpose Room
  - Schedule a Work-Station or the Entire Work-Station Room
- Print Station
  - Papercut Software
  - Use code to print, receive a monthly invoice
- NGN Fiber
  - 100 up, 100 down
- Parking
  - Available and close
- Stocked member break room
  - Coca-Cola products, Keurig, and snacks

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CHAMBER OF COMMERCE
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Northside Hospital Multi-Purpose Room

NORTHSIDE HOSPITAL

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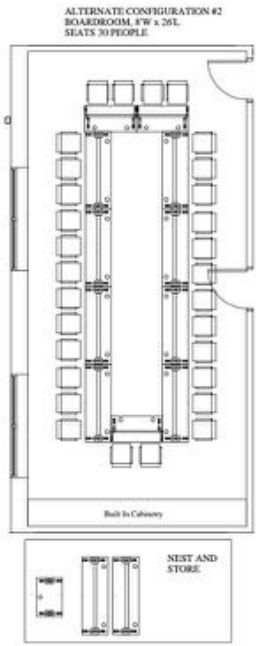
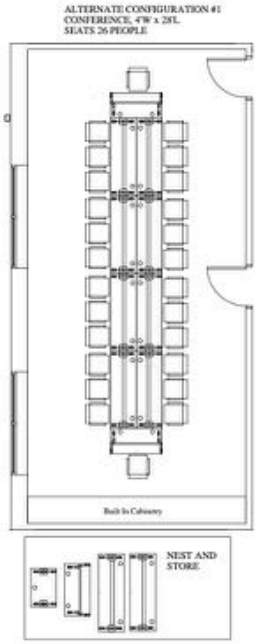
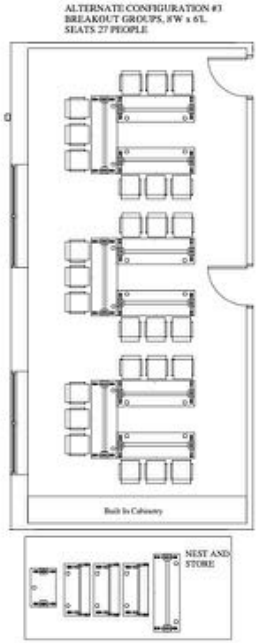
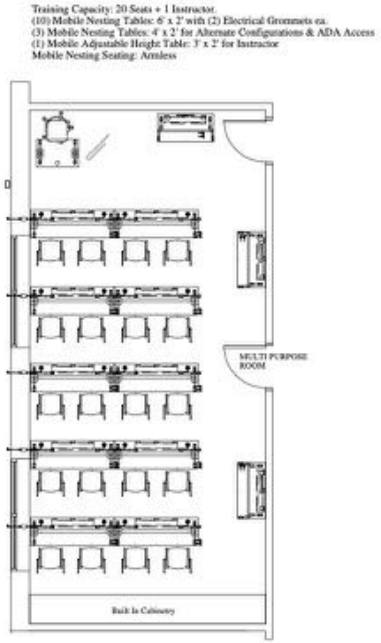
Northside Hospital Multi-Purpose Room









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Northside Hospital Multi-Purpose Room

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TBD SPONSOR
Work-Station Room

Your Logo Here

DAHLONEGA-LUMPKIN
CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Attachment: DLCCC Overview Deck (1877 : Chamber of Commerce & Tourism Presentations)

TBD SPONSOR
Work-Station Room

DAHLONEGA-LUMPKIN
CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Attachment: DLCCC Overview Deck (1877 : Chamber of Commerce & Tourism Presentations)

Truist Member Break Room Room

TRUIST

DAHLONEGA-LUMPKIN
CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Attachment: DLCCC Overview Deck (1877 : Chamber of Commerce & Tourism Presentations)

Advocacy

State of the City & County

(Banner Coming)

DAHLONEGA-LUMPKIN
CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Attachment: DLCCC Overview Deck (1877 : Chamber of Commerce & Tourism Presentations)

Leadership

Inspire	
Winter Speaker: Joyette Holmes	March 5th Montaluce
Spring Civic Dinner: Grief and Gratitude	April 20th Three Sisters Vineyard
Summer Conversation Dinner Topic: Harmony and Prosperity	August 5th Three Sisters Vineyard
Fall Speaker: Dr. Donna Whitfield	September 3rd Montaluce

DAHLONEGA-LUMPKIN
CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

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Leadership

DAHLONEGA-LUMPKIN
CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Lumpkin Youth Leadership
Presented by

NORTHSIDE HOSPITAL

Gold Sponsor

Modern Woodmen
Brian Denney
(706)867-5454

Silver Sponsors

Koyo
DockCo Construction 706.265.0004

Bronze Sponsors

The Dahlonega Square Hotel & Suites
kinetic by windstream
UNG University of North Georgia

DAHLONEGA-LUMPKIN
CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Vision
"The Dahlonega-Lumpkin County Chamber of Commerce is a catalyst for business growth, a convener of leaders and influencers, and a champion for a thriving community."

Mission
"The Dahlonega-Lumpkin County Chamber of Commerce increases prosperity, attracts visitors, advocates for all businesses, and develops leaders to promote the welfare of our community."

Day	Date	Day Topics	Leadership Skill(s)
LYL - Day 1	7-Sep-2021	Leadership	"Understanding Leadership"
LYL - Day 2	5-Oct-2021	Tourism Day	"Communicating Effectively"
LYL - Day 3 & LLC - Day 3	4-Nov-2021	Community & Cultural Infrastructure	"Appreciating Differences"
LYL Community Service Project	6-Dec-2021	Service Project Day	"Team Building"
LYL Day 4	4-Jan-2022	Industry & Economic Development & Local Government Day	"Goal Setting & Decision Making" and "Managing Conflict"
LYL - Day 5 & LLC - Day 6	3-Feb-2022	Dahlonega-Lumpkin County Day at the Capitol	"Advocacy"
LYL - Day 6	1-Mar-2022	Etiquette Day and Gradutaion Luncheon	"Social Skills"

DAHLONEGA-LUMPKIN
CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Attachment: DLCCC Overview Deck (1877 : Chamber of Commerce & Tourism Presentations)

Leadership

DAHLONEGA-LUMPKIN
CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Leadership Lumpkin County

Presented by

NORTHSIDE HOSPITAL

Gold Sponsor

Northeast Georgia Health System

Silver Sponsors

Koyo · Stay Dahlonega · Malone Garage Doors

Bronze Sponsors

The Dahlonega Cooking School · United Community Bank · Dahlonega Pharmacy

DAHLONEGA-LUMPKIN
CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Vision

"The Dahlonega-Lumpkin County Chamber of Commerce is a catalyst for business growth, a convener of leaders and influencers, and a champion for a thriving community."

Mission

"The Dahlonega-Lumpkin County Chamber of Commerce increases prosperity, attracts visitors, advocates for all businesses, and develops leaders to promote the welfare of our community."

Day	Date	Day Topics	Leadership Skill(s)
LLC - Welcome Reception	26-Aug-2021	Course Overview	
LLC - Day 1	2-Sep-2021	Leadership	"Personal Strengths" & "Team Development"
LLC - Day 2	7-Oct-2021	Military Leadership	"Understanding Leadership" & "Trust" & "Integrity"
LYL - Day 3 & LLC - Day 3	4-Nov-2021	Community & Cultural Infrastructure	"Appreciating Differences"
LLC - Day 4	2-Dec-2021	Economic Development & Local Government	"Collaboration" & "Problem Solving"
LLC - Day 5	6-Jan-2022	Share Your Vision, Influence Others (Communication)	"Effective Communication" & "Conflict Management"
LYL - Day 5 & LLC - Day 6	3-Feb-2022	Dahlonega-Lumpkin County Day at the Capitol	"Advocacy"
LLC - Day 7	3-Mar-2022	Education	"Developing Leaders"
LLC - Day 8	7-Apr-2022	Tourism	"Interpersonal Relationships"
LLC - Day 9	5-May-2022	**TBD**	
LLC - Graduation	12-May-2022		

DAHLONEGA-LUMPKIN
CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Attachment: DLCCC Overview Deck (1877 : Chamber of Commerce & Tourism Presentations)

Community Volunteer Hours

- Replaced the Two Class Service Projects
- 30 Hours total, 12 Completed with members of your LLC Class
- Contributions from the past two classes
  - Over 1500 volunteer hours to Dahlonega-Lumpkin County non-profit organizations
  - Community Helping Place Board Treasurer (Michael Ethridge); Regular Volunteers to CHP Food Distribution Program (Mea Inglehart); Lumpkin Family Connection Board (Ally Peterson, Kathy Flage, and Gordy Hunt); Northern Star Board (Allison Layne); Chamber Board (Greg Stipe and Ally Peterson); Assist CHP Free Clinic (Shannon Gooch); CASA Board (Jennifer Little)

DAHLONEGA-LUMPKIN
CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Attachment: DLCCC Overview Deck (1877 : Chamber of Commerce & Tourism Presentations)

Community Volunteer Hours

- The David Miller Servant Leadership Award
  - Awarded to Class Member who embodies the spirit of David Millers Selfless Service and completes the most volunteer hours
- Recognize Incredible Volunteers
  - 2019-2020: Shannon Gooch with 55 hours
  - 2020-2021: Ben English with 66 hours
  - 2021-2022: TBD

DAHLONEGA-LUMPKIN
CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Attachment: DLCCC Overview Deck (1877 : Chamber of Commerce & Tourism Presentations)

The Next 5 Years

- Creation of a Chamber Foundation
  - 501(c)3
  - Raise $500,000
  - Buy/Build the Chamber's own Collaborative Space
- Development of a Five-Year Strategic Plan
  - Chamber Board will have four operational committees
    - Prosperity
    - Tourism (until CVB separates)
    - Advocacy (Currently Government Affairs Committee)
    - Leadership (reconstitution of the Leadership Academy at Chamber Board Level)
- Conduct programs and events that fall within the Chamber's mission and vision

DAHLONEGA-LUMPKIN
CHAMBER OF COMMERCE
PROSPERITY • ADVOCACY • LEADERSHIP

Attachment: DLCCC Overview Deck (1877 : Chamber of Commerce & Tourism Presentations)

DAHLONEGA-LUMPKIN

CHAMBER OF COMMERCE

PROSPERITY • ADVOCACY • LEADERSHIP

Attachment: DLCCC Overview Deck (1877 : Chamber of Commerce & Tourism Presentations)

Attachment: 2021 Lumpkin County BOC Tourism Overview (1877 : Chamber of Commerce

DLCCVB – Destination Marketing & Tourism

© Jack Anthony

Dahlonega-Lumpkin County CVB

- Funded through Hotel Motel Tax Collected by Dahlonega and Lumpkin County
  - Use Tourism, Convention, and Tradeshow funds to market and promote the Tourism Industry of Lumpkin County and the City of Dahlonega.
  - Commercials, Print Advertising, Digital Marketing, Radio & TV Partnerships, and Regional Co-Op partnerships.
- Operate the Visitor Center located in the Downtown Square
- Staff
  - Sam McDuffie, Director of Tourism
  - Laura Lathem, Visitor Center Manager
  - C.C. Felty, Communications Coordinator
  - 4 Part-time Information Specialist

DISCOVER DAHLONEGA

Attachment: 2021 Lumpkin County BOC Tourism Overview (1877 : Chamber of Commerce

2021 DLCVB Board of Directors

Executive Committee

- Dennis Hoover, Chair
  - Mountain Laurel Creek Inn and Spa
- Blaine Griffith, Treasurer
  - R-Ranch in the Mountain
- Jane O'Gorman, Secretary
  - Community Volunteer, Retired

Board Members

- Ben LaChance
  - Appalachian Outfitters
- Micah Mihok
  - Paul Thomas Chocolates
- Stephen Smith
  - Wolf Mountain Vineyards
- Tammy Ray
  - Crisson Gold Mine
- Tim Quigley
  - Long Mountain Lodge
- Wendi Huguley
  - University of North Georgia

DISCOVER DAHLONEGA

Attachment: 2021 Lumpkin County BOC Tourism Overview (1877 : Chamber of Commerce

Discover Dahlonega Objectives:

- Promote the Tourism Industry of Dahlonega and Lumpkin County
- Create and implement a Marketing Strategic Plan
- Oversee Revenue and Expenditures of Local Hotel Motel Tax collected

DISCOVER DAHLONEGA

Attachment: 2021 Lumpkin County BOC Tourism Overview (1877 : Chamber of Commerce

2021 GOALS & ACHIEVEMENTS

Goals

- Use Digital Marketing Campaigns for Brand Recognition.
- Regional Marketing Campaigns to drive visitors from the Southeastern United States.
- Successful launch of dahlonega.org
- Create content for online presence.
  - Commercials & Social Media
  - Newsletters

Achievements

- 44% increase in leads and clicks
- Expanded our reginal marketing efforts and discovered future areas of interest
- 1.5 millions pageviews/ 518,000 website sessions.
- 16% increase on social media platform followers
- 6% increase on newsletters subscribers

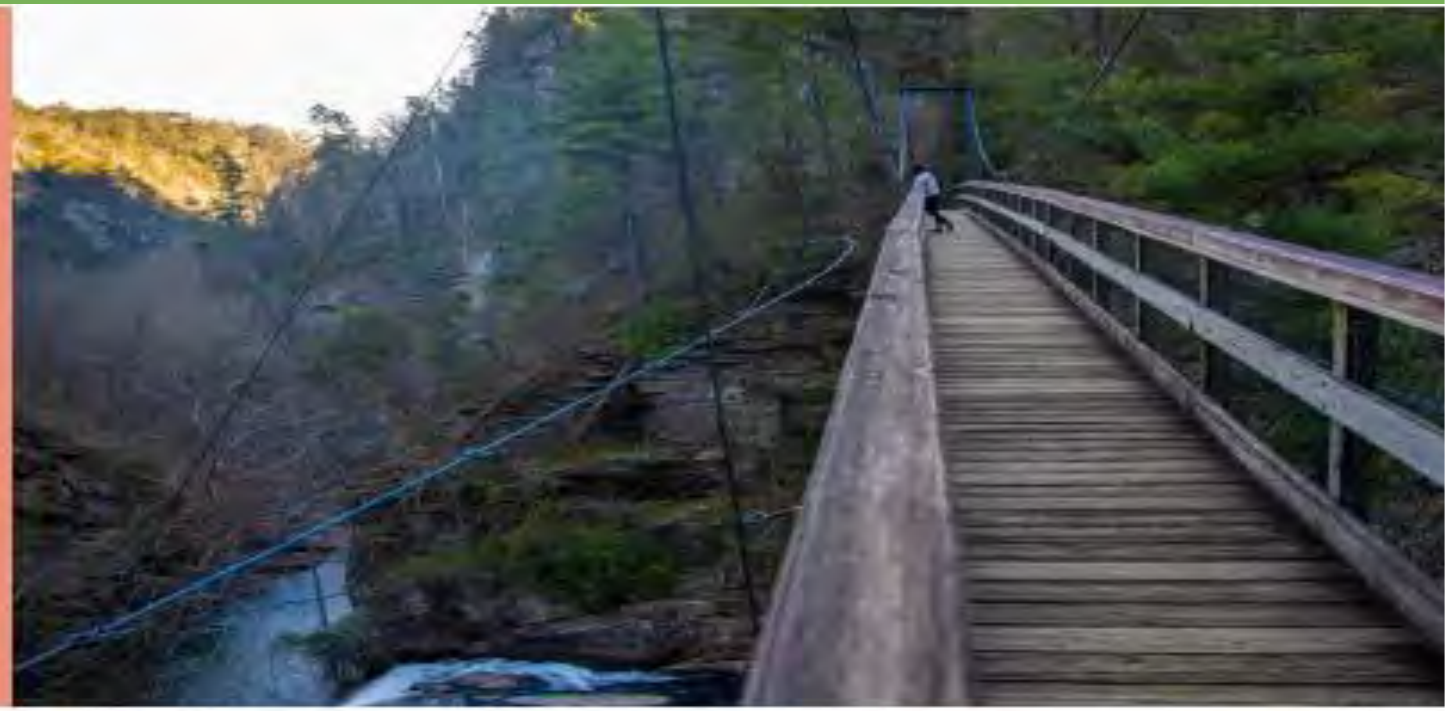
DISCOVER DAHLONEGA

Attachment: 2021 Lumpkin County BOC Tourism Overview (1877 : Chamber of Commerce

Economic Impact of Tourism

EXPLORE GEORGIA®

Lumpkin County
2019 Economic Impact



Direct Tourist Spending[1]	$47.91 million
Jobs Supported[1]	370
Payroll[1]	$9.51 million
State Tax Revenues[1]	$2.09 million
Local Tax Revenues[1]	$1.30 million

Each Lumpkin County household would need to be taxed an additional **$294** per year to replace t[illegible] generated by tourism economic activity.

Attachment: 2021 Lumpkin County BOC Tourism Overview (1877 : Chamber of Commerce

Visitor Expenditures Growth

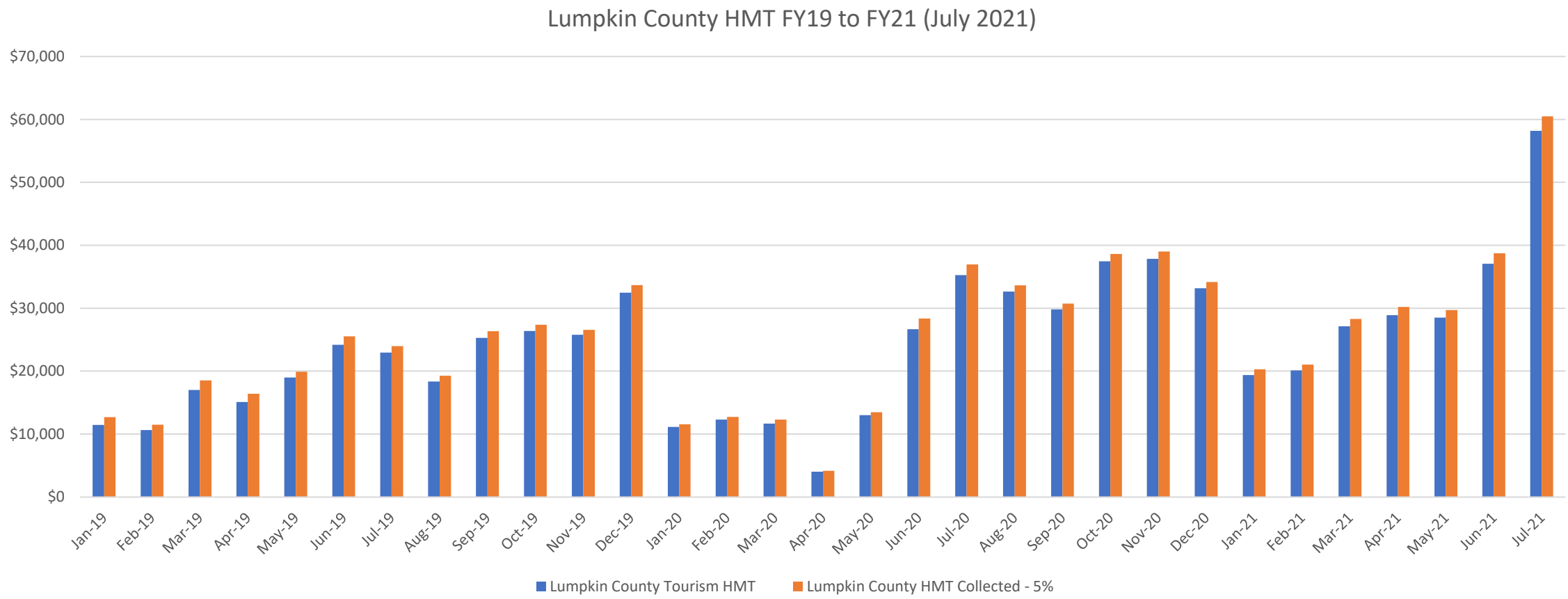
: [1]U.S. Travel Association: 2019 Travel Economic Impact on Georgia State, Counties, and Regions. [2]U. S. Bureau of Labor Statistics: Local Area Unemployment Statis

For more information contact:
ASHLEY BARFIELD, PHD
Director, Tourism Research
arfield@georgia.org | 4049624087

Explore Georgia, the tourism division of the Georgia Department of Economic Development
75 Fifth Street, NW, Suite 1200 | Atlanta, Georgia 30308 - USA
To obtain data for other countries, please visit: Industry.ExploreGeorgia.org

Attachment: 2021 Lumpkin County BOC Tourism Overview (1877 : Chamber of Commerce

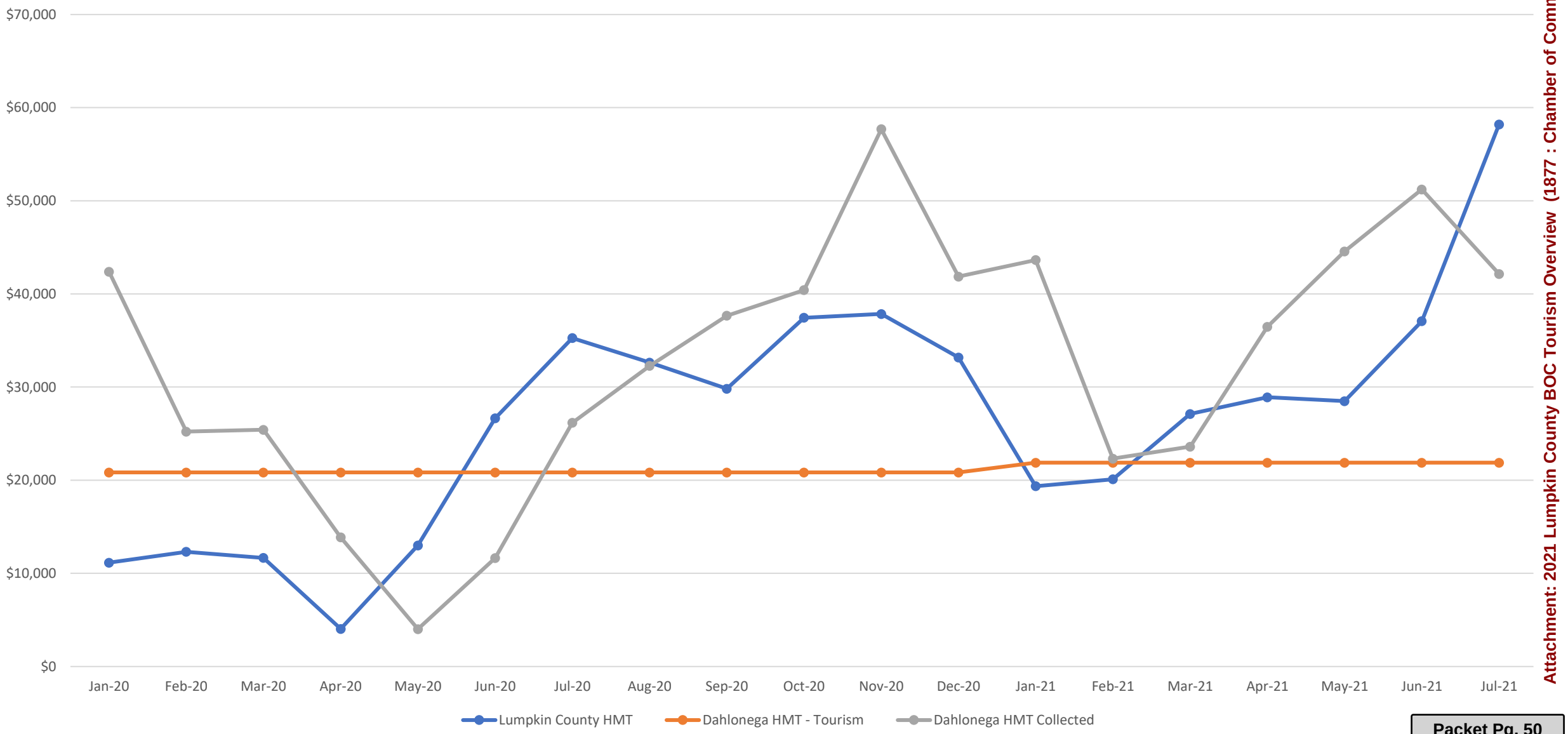
Lumpkin County HMT Generated



DISCOVER DAHLONEGA

Attachment: 2021 Lumpkin County BOC Tourism Overview (1877 : Chamber of Commerce

Tourism Hotel Motel Tax Revenue



Attachment: 2021 Lumpkin County BOC Tourism Overview (1877 : Chamber of Commerce

Fiscal Year 2022 and Beyond

- FY22
  - Tourism Committee/Board will continue to operate under the Dahlonega-Lumpkin County Chamber of Commerce
  - We have created a timeline that will allow us to file for a 501c6 status to separate from DLCCC at the end of 2022
- Beyond 2022
  - Continue to grow our tourism efforts for weekend travelers and extend our efforts to mid-week overnight stays
  - Hope to continue receiving Hotel Motel Tax from both Lumpkin County and the City of Dahlonega once the separation is complete.
  - Look into other digital markets that will allow Geofencing, Geolocation, and brand awareness.

DISCOVER DAHLONEGA

Attachment: 2021 Lumpkin County BOC Tourism Overview (1877 : Chamber of Commerce

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 7, 2021

Agenda Item: Lumpkin County Indians 2021 2nd Grade Football Super Bowl Champions

Item Description: Lumpkin County Indians 2021 2nd Grade Football Super Bowl Champions

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 7, 2021

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

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

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom

November 2, 2021
4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:03 PM by Chairman Chris Dockery

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

PRESENTATIONS

1. Library Presentation

Library Presentation

MINUTES

2. Board of Commissioners - Work Session - Oct 5, 2021 4:00 PM
3. Board of Commissioners - Public Hearing - Oct 19, 2021 5:15 PM
4. Board of Commissioners - Work Session II - Oct 19, 2021 5:30 PM
5. Board of Commissioners - Regular Meeting - Oct 19, 2021 6:00 PM

RESOLUTIONS

6. 2021 - 58 - Consideration of 2022 BOC Meeting Calendar *(County Clerk Melissa Witcher)*

Consideration of 2022 BOC Meeting Calendar

7. 2021 - 59 - Establish 2022 Lumpkin County Government Holiday Schedule *(Community & Employee Services Director Alicia Davis)*

Establish 2022 Lumpkin County Government Holiday Schedule

8. 2021 - 60 - Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget *(Finance Director Abby Branan)*

Minutes Acceptance: Minutes of Nov 2, 2021 4:00 PM (MINUTES)

Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget

9. 2021 - 61 - Update Travel Regulations and Procedures *(Special Projects Director Ashley Peck)*

Request to update travel regulations.

10. 2021 - 62 - Reappoint Members to Building Committee

Reappoint Members to Building Committee. Wade Chandler to Seat 7, Charles Trammell to Seat 8, Leah Smith to Seat 9, and Ken Crowe to Seat 10 all with terms expiring on December 31, 2021.

11. 2021 - 63 - Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board – (Brooke Smith to Seat 1, Leah Smith to Seat 3, and -- to Seat 5, all with terms expiring 12/31/2023)

12. 2021 - 64 - Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25

Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25

CONTRACTS/AGREEMENTS

13. 2021-069 - Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement *(Public Works Director Larry Reiter)*

Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement. Renew the transfer station lease/ recycling agreement with Mark Robinson hauling, LLC.

14. 2021-070 - Georgia Power Company Lighting Agreement Oak Grove Roundabout *(Public Works Director Larry Reiter)*

Georgia Power Company Lighting Agreement Oak Grove Roundabout. Approve lighting agreement with Georgia Power for the construction of the roundabout at the Oak Grove and SR 60 Bus.

Commissioner Mayfield said the roundabout construction was looking good.

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

CJCC VOCA (Victims of Crime Act) - MOA

16. CJCC VOCA – Financial Administration – District Attorney *(Finance Director Abby Branan)*

CJCC VOCA – Financial Administration – District Attorney

OTHER ITEMS

17. Annexation of Property to the City *(County Attorney Joy Edelberg)*

Annexation of Property to the City

Minutes Acceptance: Minutes of Nov 2, 2021 4:00 PM (MINUTES)

Commissioner Moran asked if we had any GIS imagery of the property's location. Ms. Edelberg, the County Attorney, explained it was parcel 078 004, which is adjacent to The Summit neighborhood. According to our tax records, it has already been reflected as a city parcel. This parcel was split from a larger parcel in the past, and some of the resulting parcels were included in the City, but not all of them. Only a portion of the parcels were actually listed within the City limits.

18. Road Acceptance – Camp Creek Overlook Subdivision *(Public Works Director Larry Reiter)*

Road Acceptance – Camp Creek Overlook Subdivision. Greg Hayes has requested that the road Camp Drive be accepted into the County Maintenance System.

COUNTY MANAGER

Mr. Ours said next Tuesday at Park & Rec will be the second Comprehensive Plan open house from 4:00 to 7:00 pm. We have also begun advertising the next Lumpkin 101 Citizens Academy, and applications can be found on the website. There will be 30 seats available.

Chairman Dockery encouraged everyone to visit the Lumpkin County website to take the Comprehensive Plan Survey.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Moran said the County should make sure to advertise the Comp Plan survey on our social media.

PUBLIC COMMENT (Agenda Specific)

EXECUTIVE SESSION - Discuss Litigation

Motion: *A motion was made by Commissioner Mayfield to enter into executive session at 4:24 PM. The motion was seconded by Rhett Stringer. The motion was approved and carried.*

The County Attorney Joy Edelberg gave a description of the litigation, which is regarding the appeal of The Complete Combatant to have their SLUA decision reversed by the Superior Court of Lumpkin County.

Motion: *A motion was made by Commissioner Mayfield to exit executive session and re-enter regular session at 5:35 PM. The motion was seconded by Commissioner Moran. The motion was approved and carried.*

There were no announcements from executive session.

ADJOURNMENT

The meeting was adjourned at 5:36 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Minutes Acceptance: Minutes of Nov 2, 2021 4:00 PM (MINUTES)

Melissa Witcher
County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom

November 16, 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	

PRESENTATIONS

CONSIDERATION OF MINUTES

1. Board of Commissioners - Work Session - Oct 5, 2021 4:00 PM
2. Board of Commissioners - Public Hearing - Oct 19, 2021 5:15 PM
3. Board of Commissioners - Work Session II - Oct 19, 2021 5:30 PM
4. Board of Commissioners - Regular Meeting - Oct 19, 2021 6:00 PM

RESOLUTIONS

5. 2021 - 58 - Consideration of 2022 BOC Meeting Calendar *(County Clerk Melissa Witcher)*

Consideration of 2022 BOC Meeting Calendar

6. 2021 - 59 - Establish 2022 Lumpkin County Government Holiday Schedule *(Community & Employee Services Director Alicia Davis)*

Establish 2022 Lumpkin County Government Holiday Schedule

7. 2021 - 60 - Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget *(Finance Director Abby Branan)*

Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget

8. 2021 - 61 - Update Travel Regulations and Procedures *(Special Projects Director Ashley Peck)*

Minutes Acceptance: Minutes of Nov 16, 2021 5:30 PM (MINUTES)

Request to update travel regulations.

9. 2021 - 62 - Reappoint Members to Building Committee

Reappoint Members to Building Committee. Wade Chandler to Seat 7, Charles Trammell to Seat 8, Leah Smith to Seat 9, and Ken Crowe to Seat 10 all with terms expiring on December 31, 2021.

10. 2021 - 63 - Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board – (Brooke Smith to Seat 1, Leah Smith to Seat 3, and -- to Seat 5, all with terms expiring 12/31/2023)

11. 2021 - 64 - Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25

Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25

12. 2021 - 65 - Resolution Agreeing to be Bound by MOU to Participate in the National Distributor & J&J Settlements

Resolution Agreeing to be Bound by MOU to Participate in the National Distributor & J&J Settlements

County Attorney Joy Edelberg said the Board of Commissioners will have to appoint someone as the representative to sign the MOU. It could either be herself, the County Manager, or the Chairman.

CONTRACTS/AGREEMENTS

13. 2021-069 - Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement *(Public Works Director Larry Reiter)*

Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement. Renew the transfer station lease/ recycling agreement with Mark Robinson hauling, LLC.

14. 2021-070 - Georgia Power Company Lighting Agreement Oak Grove Roundabout *(Public Works Director Larry Reiter)*

Georgia Power Company Lighting Agreement Oak Grove Roundabout. Approve lighting agreement with Georgia Power for the construction of the roundabout at the Oak Grove and SR 60 Bus.

15. 2021-071 - GDOT 5311 - Updated Version of GDOT Drug & Alcohol Zero Tolerance & Pre-Employment Testing Policies *(Public Works Director Larry Reiter)*

GDOT 5311 - Updated Version of GDOT Drug & Alcohol Zero Tolerance & Pre-Employment Testing Policies. These policies assures that Lumpkin County Transit is adhering to the Federal Transit Administration and the Georgia Department of Transportation updated guidelines regarding Zero Tolerance Drug and Alcohol Testing and Pre-Employment Screening Policy.

OTHER ITEMS

16. Annexation of Property to the City *(County Attorney Joy Edelberg)*

Annexation of Property to the City

Minutes Acceptance: Minutes of Nov 16, 2021 5:30 PM (MINUTES)

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Chairman Dockery gave an update on the ACCG Reconnect Conference that he attended in Savannah this past weekend. Several other Commissioners and staff attended classes as well.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:41 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Nov 16, 2021 5:30 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom

November 16, 2021
6:00 P.M.

Minutes Acceptance: Minutes of Nov 16, 2021 6:00 PM (MINUTES)

CALL TO ORDER

The meeting was called to order at 6:02 PM by Chairman Chris Dockery

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

INVOCATION

Commissioner Tucker Greene gave the Invocation and it was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

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

PUBLIC COMMENTS (Agenda Specific)

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.*

1. Board of Commissioners - Work Session - Oct 5, 2021 4:00 PM
2. Board of Commissioners - Public Hearing - Oct 19, 2021 5:15 PM
3. Board of Commissioners - Work Session II - Oct 19, 2021 5:30 PM
4. Board of Commissioners - Regular Meeting - Oct 19, 2021 6:00 PM

RESOLUTIONS

5. 2021 - 58 - Consideration of 2022 BOC Meeting Calendar *(County Clerk Melissa Witcher)*

Consideration of 2022 BOC Meeting Calendar

Motion: *A motion was made by District 3 Commissioner Stringer to approve Consideration of 2022 BOC Meeting Calendar. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

6. 2021 - 59 - Establish 2022 Lumpkin County Government Holiday Schedule *(Community & Employee Services Director Alicia Davis)*

Establish 2022 Lumpkin County Government Holiday Schedule

Motion: *A motion was made by District 3 Commissioner Stringer to approve Establish 2022 Lumpkin County Government Holiday Schedule. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

7. 2021 - 60 - Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget *(Finance Director Abby Branan)*

Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget

Motion: *A motion was made by District 3 Commissioner Stringer to approve Consideration of the Lumpkin County 2022 Budget Calendar for FY 2023 Budget. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

8. 2021 - 61 - Update Travel Regulations and Procedures *(Special Projects Director Ashley Peck)*

Request to update travel regulations.

Motion: *A motion was made by Chairman Dockery to approve Update Travel Regulations and Procedures. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.*

9. 2021 - 62 - Reappoint Members to Building Committee

Reappoint Members to Building Committee. Wade Chandler to Seat 7, Charles Trammell to Seat 8, Leah Smith to Seat 9, and Ken Crowe to Seat 10 all with terms expiring on December 31, 2021.

Motion: *A motion was made by Chairman Dockery to reappoint Wade Chandler to Seat 7 with a term expiring 12/31/2022. The motion was seconded by Commissioner Moran. The motion was approved and carried.*

Motion: *A motion was made by Chairman Dockery to reappoint Charles Trammell to Seat 8 with a term expiring 12/31/2022. The motion was seconded by Commissioner Greene. The motion was approved and carried.*

Motion: *A motion was made by Chairman Dockery to reappoint Leah Smith to Seat 9 with a term expiring 12/31/2022. The motion was seconded by Commissioner Moran. The motion was approved and carried.*

Motion: *A motion was made by Chairman Dockery to reappoint Ken Crowe to Seat 10 with a term expiring 12/31/2022. The motion was seconded by Commissioner Greene. The motion was approved and carried.*

10. 2021 - 63 - Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board – (Brooke Smith to Seat 1, Leah Smith to Seat 3, and -- to Seat 5, all with terms expiring 12/31/2023)

Motion: *A motion was made by Chairman Dockery to reappoint Brooke Smith to Seat 1 with a term expiring 12/31/2023. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

Motion: *A motion was made by Chairman Dockery to appoint Leah Smith to Seat 3 with a term expiring 12/31/2023. The motion was seconded by Commissioner Greene. The motion was approved and carried.*

Minutes Acceptance: Minutes of Nov 16, 2021 6:00 PM (MINUTES)

11. 2021 - 64 - Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25

Appoint Member to Lumpkin County Airport Authority - Bob Hawk to Seat D with term expiring 02/19/25

Motion: *A motion was made by Chairman Dockery to appoint Bob Hawk to Seat D with a term expiring 2/19/2025. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

12. 2021 - 65 - Resolution Agreeing to be Bound by MOU to Participate in the National Distributor & J&J Settlements

Resolution Agreeing to be Bound by MOU to Participate in the National Distributor & J&J Settlements

Motion: *A motion was made by District 3 Commissioner Stringer to approve and authorize the County Attorney to sign on the Board of Commissioners' behalf. 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

13. 2021-069 - Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement *(Public Works Director Larry Reiter)*

Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement. Renew the transfer station lease/ recycling agreement with Mark Robinson hauling, LLC.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

14. 2021-070 - Georgia Power Company Lighting Agreement Oak Grove Roundabout *(Public Works Director Larry Reiter)*

Georgia Power Company Lighting Agreement Oak Grove Roundabout. Approve lighting agreement with Georgia Power for the construction of the roundabout at the Oak Grove and SR 60 Bus.

Motion: *A motion was made by District 4 Commissioner Moran to approve Georgia Power Company Lighting Agreement Oak Grove Roundabout. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.*

15. 2021-071 - GDOT 5311 - Updated Version of GDOT Drug & Alcohol Zero Tolerance & Pre-Employment Testing Policies *(Public Works Director Larry Reiter)*

GDOT 5311 - Updated Version of GDOT Drug & Alcohol Zero Tolerance & Pre-Employment Testing Policies. These policies assures that Lumpkin County Transit is adhering to the Federal Transit Administration and the Georgia Department of Transportation updated guidelines regarding Zero Tolerance Drug and Alcohol Testing and Pre-Employment Screening Policy.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve GDOT 5311 - Updated Version of GDOT Drug & Alcohol Zero Tolerance & Pre-Employment Testing Policies. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.*

Minutes Acceptance: Minutes of Nov 16, 2021 6:00 PM (MINUTES)

OTHER ITEMS

16. Annexation of Property to the City *(County Attorney Joy Edelberg)*

Annexation of Property to the City

Motion: *A motion was made by District 3 Commissioner Stringer to approve Annexation of Property to the City. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene expressed his excitement at beginning his term, and said he was honored to fill the seat formerly held by Dr. David Miller. Chairman Dockery and the other Commissioners welcomed him to the Board.

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 was adjourned at 6:15 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Nov 16, 2021 6:00 PM (MINUTES)

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

November 23, 2021
9:00 AM

CALL TO ORDER

The meeting was called to order at 9:06 AM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

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

Executive Session - Litigation

Motion: *A motion was made by Commissioner Mayfield to enter executive session at 9:07 AM. The motion was seconded by Commissioner Tucker Greene. The motion was approved and carried.*

Motion: *A motion was made by Commissioner Moran to exit executive session and re-enter regular session. The motion was seconded by Commissioner Greene. The motion was approved and carried.*

Executive Session ended at 10:36 AM.

ADJOURNMENT

The meeting was adjourned at 10:36 AM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher

Minutes Acceptance: Minutes of Nov 23, 2021 9:00 AM (MINUTES)

County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Nov 23, 2021 9:00 AM (MINUTES)

Lumpkin County, Georgia

Finance Department

Date: December 7, 2021

Agenda Item: December Surplus Property

Item Description: December 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. 2021 –66

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 12/07/21 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 12/07/21 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 21st of December, 2021.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
Surplus List 2021 12

Exhibit "A"

SURPLUS REQUEST LIST DATED 12/07/21

Dept.	Description	Comments	ID#	VIN OR SERIAL NUMBER
42000	2000 FORD F150 PICKUP	Road Dept. Vehicle, with approx. 260,000 miles.	5321	1FTRF18W5YNA95321
		This vehicle was slated for replacement in last		
		budget cycle due to cost of repairs needed. New		
		replacement vehicle has arrived and is in service.		
		Not cost effective to retain. Recommend Auction		
42000	2005 DODGE R1500 PICKUP	Road Dept. Vehicle, with approx. 230,000 miles	0886	1D7HA18N45J570886
		This vehicle was slated for replacement in last		
		budget cycle due to cost of repairs needed. New		
		replacement vehicle has arrived and is in service.		
		Not cost effective to retain. Recommend Auction		
45500	2006 PTR COMPACTOR / BALER	Compactor / Baler formally used at Recycle Cntr.	1	MODEL# 3400HD
	MODEL 3400HD	at 1646 Red Oak Flats. Rd. for baling recycleable		S/N # 05-4006
		materials. Recycling now contracted out, balers		
		are no longer needed. Recommend Auction		
45500	2008 PTR COMPACTOR / BALER	Compactor / Baler formally used at Recycle Cntr.	2	MODEL# 3400HD
	MODEL 3400HD	at 1646 Red Oak Flats. Rd. for baling recycleable		S/N # 08-3375
		materials. Recycling now contracted out, balers		
		are no longer needed. Recommend Auction		
45500	2012 PTR COMPACTOR / BALER	Compactor / Baler formally used at Recycle Cntr.	3	MODEL # 3400HD
	MODEL 3400HD	at 1646 Red Oak Flats. Rd. for baling recycleable		S/N # 12-3715
		materials. Recycling now contracted out, balers		
		are no longer needed. Recommend Auction		
45500	3.0 CU. YD. ROLL AROUND DUMPSTER	Bins formally used at (2) recycling sites for	N/A	NSN NMN AVAILABLE
	BINS WITH LIDS, NO MODEL OR	plastic, paper, and aluminum recycling.		
	SERIAL #'S AVAILABLE	No longer needed, recycle contracted		
	TOTAL QUANTITY OF (6)	Recommend Auction.		
33260	OLYMPIAN D125P1 125 KILOWATT	Generator formally at Sheriffs Office Detention	N/A	OLYMPIAN D125P1
	DIESEL GENERATOR	facility. No longer in operating condition. Repair		S/N # OLY00000VNAT00158
		parts are not readily available and are cost		
		prohibitive. New replacement unit is in place and		
		operating. Recommend auction		
35000	32 SCBAs	There is no value and are not able to be		
		repurposed or used in any way due to NFPA		
		regulations.		
35000	84 Air Cylinders	There is no value and are not able to be		
		repurposed or used in any way due to NFPA		
		regulations.		

Attachment: Surplus List 2021 12 (2021 - 66 : December Surplus Property)

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 7, 2021

Agenda Item: Appoint/Reappoint Members to Audit Committee

Item Description: Appoint/Reappoint Members to Audit Committee

LUMPKIN COUNTY RESOLUTION NO. 2021 – 67

A RESOLUTION TO APPOINT
MEMBERS TO
THE LUMPKIN COUNTY AUDIT COMMITTEE

Whereas, Lumpkin County Board of Commissioners approved a committee to discuss financial and audit issues, to gather and exchange information and for other purposes, which is known as the Lumpkin County Audit Committee; and

Whereas, the Lumpkin County Audit Committee is made up of nine members, with Seats 1 through 5 being appointed annually and Seats 6 through 9 being designated by position, as set out in Lumpkin County Resolution No. 2015-48; and

Whereas, the Board of Commissioners desires to appoint members to serve in Seats 1 through 5;

Now therefore, it is hereby resolved that the following persons are appointed to the Lumpkin County Audit Committee for the Seats and Terms as set out below:

Position/Name:	**Seat No.**	**Term Expiring:**
Commissioner Chris Dockery	1	December 31, 2022
Commissioner Rhett Stringer	2	December 31, 2022
Constitutional Officer – Michael Chastain	3	December 31, 2022
Employee – Melissa Witcher	4	December 31, 2022
Citizen – Charles Jones III	5	December 31, 2022

Resolved, adopted and effective this 21st day of December, 2021.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 7, 2021

Agenda Item: Appoint Member to Planning Commission

Item Description: Appoint Member to Planning Commission

<Insert Resolution Here>

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 7, 2021

Agenda Item: Appoint Member to Park & Rec Citizens Advisory Board - Seat 5, Hank Haynes term expiring 12/31/2023

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

LUMPKIN COUNTY RESOLUTION NO. 2021 – 69

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

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

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

Whereas, the Board of Commissioners desires to appoint a member to serve in Seat 5;

Now, therefore, be it resolved that the following individual is appointed to serve on the Lumpkin County Parks and Recreation Advisory Board for the seat and term indicated below:

Name:	**Seat Number:**	**Term Expiration:**
Hank Haynes	5	December 31, 2023

Resolved, adopted and effective this 21st day of December, 2021.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 7, 2021

Agenda Item: Resolution to Amend the Character Area Map

Item Description: Resolution to Amend the Character Area Map

<Insert Resolution Here>

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Election and Voter Registration Department

Date: December 7, 2021

Agenda Item: Resolution Requesting General Assembly Approval of Revised Lumpkin County District Map

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

LUMPKIN COUNTY RESOLUTION NO. 2021 –71

A RESOLUTION REQUESTING APPROVAL BY THE GEORGIA GENERAL ASSEMBLY OF NEW COMMISSIONER DISTRICTS FOR THE LUMPKIN COUNTY BOARD OF COMMISSIONERS, AND A CORRESPONDING MAP, BASED ON THE UNITED STATES DECENNIAL CENSUS OF 2020

WHEREAS, by virtue of Legislation passed by the Georgia General Assembly, Ga. Laws 2001, page 4272, as amended, the Board of Commissioners of Lumpkin County consists of a Chairman elected at large and four (4) members elected from single member districts as established and defined by the General Assembly.

WHEREAS, the Commissioner Districts are to be drawn in such a way as to provide for equal representation by and among the districts (sometimes referred to under the principle of "one man, one vote"), and in a manner that complies with the provisions of the federal Voting Rights Act, particularly Sections 2 and 5 thereof.

WHEREAS, in order to achieve these goals information from the most current United States Census should be considered and utilized in order for each of the four (4) districts to contain an equal and proportionate distribution of voting age residents.

WHEREAS, the United States Decennial Census of 2020 has been completed and current population and demographic information for Lumpkin County is now available.

WHEREAS, based upon an evaluation of the population and demographic data contained in the 2020 Census results for Lumpkin County, the Legislative and Congressional Reapportionment Office of the Georgia General Assembly has proposed revisions to the boundaries of Lumpkin County's four (4) Commissioner Districts in order that said districts will continue to meet, as far as practicable, the goals set forth above; and,

WHEREAS, the Legislative and Congressional Reapportionment Office of the Georgia General Assembly has also prepared a proposed map depicting the four (4) Commissioner Districts based on the proposed revisions to the boundaries of same, and a true and correct copy of said map is attached to this Resolution; the written description and map as referred to herein are identified as: ----------**PLAN NAME: LUMPKIN COUNTY COMMISSIONER DISTRICTS, DATE: ---------.**

WHEREAS, the four districts of the Board of Education will continue to be co-terminus with those of the Board of Commissioners; and,

WHEREAS, the Lumpkin County Board of Commissioners has determined that said revisions should be submitted to the legislative delegation representing Lumpkin County in the Georgia General Assembly, with a request from said Board that the new districts and the corresponding map be approved and adopted by the General Assembly through an Act of Local Legislation.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LUMPKIN COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

1. The legislative delegation representing Lumpkin County in the Georgia General Assembly is hereby respectfully requested to introduce at the next legislative session, and seek passage of legislation that will adopt and enact revisions to the four (4) Lumpkin County Commissioner Districts and Lumpkin County Board of Education Districts as described in the attached plan and map prepared by the Legislative and Congressional Reapportionment Office of the Georgia General Assembly and identified as: ----------**PLAN NAME: LUMPKIN COUNTY COMMISSIONER DISTRICTS, DATE: ----------.**

2. The legislative delegation representing Lumpkin County in the Georgia General Assembly is hereby respectfully requested to provide the Lumpkin County Board of Commissioners with a draft of the bill prepared pursuant to this request, for review and comment by said Board, prior to the introduction of said bill for consideration by the General Assembly.

Resolved, adopted and effective this 21st day of December, 2021.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

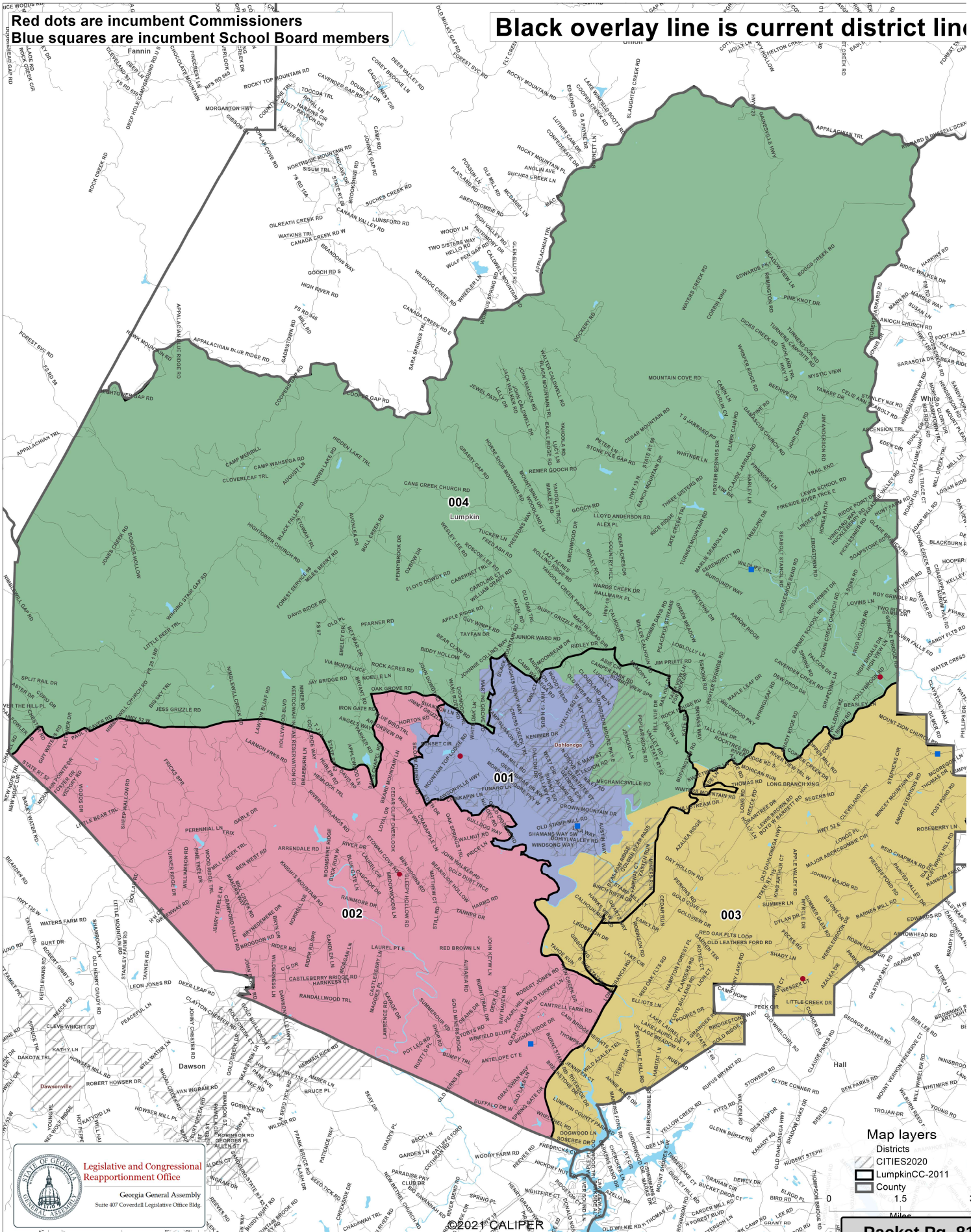
Attachments:
lumpkinccsb-draft1-2021 overlay

Draft- Lumpkin County Commission and School Board Districts

Client: Lumpkin
Plan: lumpkinccsb-draft1-2021
Type: Local

Red dots are incumbent Commissioners
Blue squares are incumbent School Board members

Black overlay line is current district line



Attachment: lumpkinccsb-draft1-2021 overlay (2021 - 71 : Resolution Requesting General Assembly Approval of Revised Lumpkin County

Lumpkin County, Georgia

Finance Department

Date: December 7, 2021

Agenda Item: Hazardous Waste Trust Fund Application

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

Facts & Historical Information:

Section 12-8-95 of the Georgia Hazardous Site Response Act establishes the Hazardous Waste Trust Fund (HWTF) and provides for reimbursement of eligible local government costs in the investigation and remediation of solid waste handling facilities listed on the State Hazardous Site Inventory or the Federal National Priorities List.

The Lumpkin County, Barlow Road Landfill is a closed Municipal Solid Waste (MSW) landfill, which is currently used as a transfer station. The facility began operations in the 1970s and ceased operations on December 7, 1998. Wells are purged and sampled as required by EPD. Detection monitoring and assessment monitoring are conducted on an annual basis.

The County has received reimbursement from the HWTF on three occasions:

1. 2002 $127,392.13
2. 2008 $13,240.13
3. 2017 $90,039.78

Eligible costs since the 2017 reimbursement total $57,241.20.

Staff is asking for consideration by the Board of Commissioners to authorize submission of a HWTF application and receipt of such funds, if approved by Georgia EPD.

Potential Courses of Action:

A. Authorize submission of a HWTF application and receipt of funds.
B. Take no action.

Budget Impact: By not submitting an application, the County will not be reimbursed the $57,241.20 in eligible costs.

Staff Recommendation: Staff recommends approval of the HWTF application and receipt of funds.

LUMPKIN COUNTY RESOLUTION NO. 2021-72

A RESOLUTION TO AUTHORIZE THE SUBMISSION OF AN APPLICATION FOR FUNDING FROM THE HAZARDOUS WASTE TRUST FUND

Whereas, Lumpkin County is a "local government" as defined in the Rules of the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, "EPD Rules"), Rule number 391-3-19-.09; and

Whereas, Lumpkin County is a county/municipal corporation within the meaning of O.C.G.A Section 12-8-95(b)(4) and EPD Rule 391-3-13-.09; and

Whereas, the site more particularly described in Exhibit "A" attached hereto is a solid waste handling facility as defined by EPD Rule 391-3-4-.10(67) (hereinafter, "the Site"), and has been placed on the Hazardous Site Inventory pursuant to the Hazardous Site Response Act (O.C.G.A., Section 12-8-90 et seq.); and

Whereas, the Director of the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") has notified Lumpkin County in writing that it is a "responsible party" (as defined in EPD Rule 391-3-19-.02(2)(s)) for the Site; and

Whereas, Lumpkin County has already expended certain costs associated with the investigation, remediation, post-closure care and maintenance of the Site (hereinafter, "the Costs"); and

Whereas, the Costs (or a portion thereof) may be eligible for reimbursement to Lumpkin County by the Director of EPD from the Hazardous Waste Trust Fund (pursuant to O.C.G.A. Section 12-8-90 et seq., EPD Rule 391-3-19-.09 and other pertinent law), provided said Costs (or portion thereof) are determined by EPD to the "Eligible Costs" (as defined in EPD Rule 391-3-19-.09(4)(a)), and provided Lumpkin County has met the "Eligibility Requirements" set forth in EPD Rule 391-3-19-.09(2); and

Whereas, the said "Eligibility Requirements" set forth in EPD Rule 391-19-.09(2) require, among other things, that the following criteria be met in order for the Costs (or portion thereof) to be eligible for reimbursement and/or advance:

> "… (e) the state or local government has adopted an authorizing resolution; and
> (f) the state or local government has submitted to the Director [of EPD] a completed application for financial assistance on forms as provided by the Director…"; and

Whereas, Lumpkin County desires to make application to EPD for reimbursement of the Costs (or a portion thereof) on form(s) provided by the Director of EPD (as completed and attached hereto as Exhibit "B") and to take any other action which may be necessary or appropriate to have the Costs (or portion thereof) fully considered for such purposes; and

Whereas, in the event the attached application(s) are approved by EPD, Lumpkin County desires to receive the sums approved by EPD as reimbursement of the Costs (or a portion thereof), and to process, administratively handle and utilize said sums for such approved purchases; and

Whereas, Lumpkin County is confident that it can otherwise satisfy the "Eligibility Requirements" set forth in EPD Rule 391-3-19-.09(2);

Now therefore, it is hereby resolved that the Chairman of the Lumpkin County Board of Commissioners is hereby fully authorized to complete and execute the application attached hereto as Exhibit "B" on behalf of Lumpkin County, and to submit same to EPD for its consideration.

Be it further resolved that the Chairman of the Lumpkin County Board of Commissioners is hereby authorized to take any and all other action, without further approval of the Lumpkin County Board of Commissioners (including, but not limited to, executing supplemental forms, application amendments, additional

applications and the like, and providing additional information or documentation), which may be necessary or appropriate in order for the Costs (or a portion thereof) to be fully considered by EPD for reimbursement from the Hazardous Waste Trust Fund in accordance with the provisions of O.C.G.A. Section 12-8-90 et seq., EPD Rule 391-19-.09; and other pertinent law.

Resolved, adopted and effective this 21st day of December, 2021.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
HWTF Attachments 11.19.21
HWTF Application for Reimbursement Part 1 11.19.21
HWTF Application for Reimbursement Part 2 11.19.21

ADVANCED ENVIRONMENTAL MANAGEMENT, INC.

3482 Keith Bridge Road # 137
Cumming, GA 30041
770-242-8282
info@aem-ga.com

"Economical Solutions to Environmental Problems"

Site and Environmental Monitoring History of the Site

The Lumpkin County, Barlow Road Landfill [Permit No. 093-003D(SL)] is a closed Municipal Solid Waste (MSW) landfill (currently used as a transfer station) located in Dahlonega, Georgia. The facility began operations in the 1970's according to the GEPD's Solid Waste File and ceased operations on December 7, 1998.

There are fifteen (15) total wells including two (2) background wells and thirteen (13) compliance wells. There are four (4) surface water locations. The site is sampled for groundwater semi-annually. The site has an approved Assessment of Corrective Measures and Corrective Action Program.

Wells are purged and sampled using a portable low-flow QED bladder pump and a low-flow methodology and sampling protocol as required by EPD. Parameters are monitored and low-flow sampling protocol generally follows procedures outlined by EPA Region IV.

Detection Monitoring is conducted during the 1st Half monitoring event and consists of sampling all wells for Appendix I parameters. Assessment Monitoring is conducted during the 2nd Half monitoring event and consists of sampling GWA-2, GWC-2, GWC-3, GWC-4, GWC-9, GWC-10, GWC-13, and GWC-14 for the full list of Appendix II parameters, as well as Monitored Natural Attenuation (MNA) parameters. Groundwater well GWA-1 is not sampled for MNA parameters, but it is included in the MNA network for comparison to background concentrations.

Results from sampling for MNA parameters suggests that natural attenuation is still occurring at this site. The two wells of greatest concern were GWC-2 and GWC-3. cis-1,2-Dichloroethene has not been detected in GWC-2 since June 2001. cis-1,2-Dichloroethene has not exceeded 20 µg/l in GWC-3 during the past twelve (12) sampling events. This falling trend suggests that natural attenuation is still occurring at this site. It is AEM's opinion that the goals of the Corrective Action Plan are being achieved.

An updated potable well inventory is completed for the area surrounding the facility on an annual basis. Well locations can also be viewed online at http://goo.gl/dqsdD.

W. Mark Bailey, P.G.
Senior Environmental Geologist
Advanced Environmental Management, Inc.

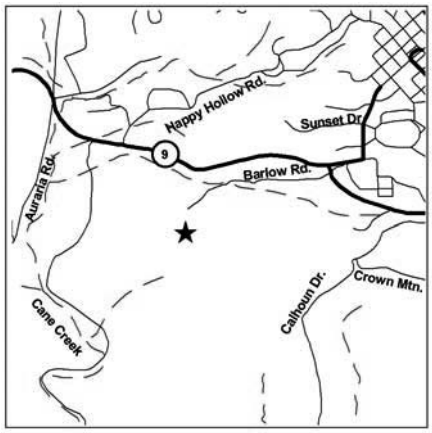
Attachment: HWTF Attachments 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

GEORGIA ENVIRONMENTAL PROTECTION DIVISION
HAZARDOUS SITE INVENTORY

Site Number **10490**

SITE NAME: Lumpkin Co. - Barlow Rd. MSWL
LOCATION: Barlow Rd. off State Hwy. 9
Dahlonega, Lumpkin County, GA 30533

Latitude 34 ° 31 ' 28 " N Longitude 83 ° 59 ' 57 " W



ACREAGE	PARCEL NUMBER	DATE LISTED
13.09	061 034 C01	8/14/1997
37.65	061 034 D02	8/14/1997

LAST KNOWN PROPERTY OWNER:

Lumpkin County
99 Courthouse Hill, Ste. A
Dahlonega, GA 30533

STATUS OF CLEANUP ACTIVITIES:
Cleanup activities are being conducted for source materials and groundwater.

CLEANUP PRIORITY: The Director has designated this site as a Class IV

GA EPD DIRECTOR'S DETERMINATION REGARDING CORRECTIVE ACTION:
The Director has determined that this site requires corrective action.

REGULATED SUBSTANCES RELEASED, AND THREATS TO HUMAN HEALTH AND ENVIRONMENT POSED BY THE RELEASE:

This site has a known release of Vinyl chloride in groundwater at levels exceeding the reportable quantity. No human exposure via drinking water is suspected from this release. The nearest drinking water well is less than 0.5 miles from the area affected by the release.

REGULATED SUBSTANCES:

Substance Name	GW	Soil	Substance Name	GW	Soil
1,1-Dichloroethane	☑	☐	Barium	☑	☐
Benzene	☑	☐	Cis-1,2-Dichloroethene	☑	☐
Cobalt {reference only, not regulated substance}	☑	☐	Dichloromethane	☑	☐
Tetrachloroethene	☑	☐	Vinyl chloride	☑	☐
Zinc	☑	☐			

Attachment: HWTF Attachments 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

974116

000240

WARRANTY DEED

David Dunk

STATE OF GEORGIA LUMPKIN COUNTY

THIS INDENTURE, made the 30TH day of July, 1997, between

J. M. McCURRY

, hereinafter called "Grantor", and

THE GOVERNING AUTHORITY OF LUMPKIN COUNTY

hereinafter called "Grantee/s", (the words "Grantor/s" and "Grantee/s" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: The Grantor/s, for and in consideration of THE EXCHANGE OF REAL PROPERTY, receipt of which is hereby acknowledged has/have granted, sold, transferred and conveyed, and by these presents does/do grant, sell, transfer and convey unto Grantee/s:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

This conveyance is made subject to all existing easements and restrictions of record.

This conveyance is also made subject to the terms and conditions contained in Exhibit "B" attached hereto and incorporated herein by reference.

Grantor hereby notifies Grantee pursuant to O.C.G.A. 44-5-48 that subject property has been used as a commercial landfill for at least twenty years and that said landfill contains all types of materials historically deposited in landfills.

TO HAVE AND TO HOLD, in fee simple. And Grantor/s will warrant and forever defend the right and title to said premises unto Grantee/s against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor's/s' hand and seal have been hereunto affixed, the day and year first above written.

Signed, sealed and delivered in the presence of:

GEORGIA LUMPKIN COUNTY
REAL ESTATE TRANSFER TAX
PAID $ 233.60
DATE 07.30.97
Edward E. Tucker
EDWARD E. TUCKER, CLERK

WITNESS

J. M. McCURRY

NOTARY PUBLIC
My Commission Expires 3/11/99
HALL COUNTY

GEORGIA, LUMPKIN COUNTY
CLERK'S OFFICE SUPERIOR COURT
Filed 3:20 P.M. 07.30.97
Recorded in Deed Book E 18 Page 240-243
This 30th day of July, 1997
Edward E. Tucker
EDWARD E. TUCKER, CLERK

CR

Attachment: HWTF Attachments 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

EXHIBIT A

000241

ALL THAT TRACT or parcel of land lying and being in the 12th District, 1st Section of Lumpkin County, Georgia and being all of Land Lot 860, excepting 3.25 acres in said District and Section being more particularly described as follows:

BEGINNING at a concrete monument, said concrete monument being the southeast corner of Land Lot 860 in said District and Section; thence north 86 degrees, 15 minutes west a distance of 1,397.34 feet to an iron stake; thence north 09 degrees, 30 minutes west 1,314.7 feet to an iron stake; thence north 89 degrees, 49 minutes east 1,386.2 feet to an iron stake; thence south 135.5 feet to an iron stake on the right of way of the south side of Barlow Road; thence a southwesterly direction along and with the right of way of Barlow Road a distance of 655 feet to an iron stake on south side of right of way on Barlow Road; thence south 37 degrees, 27 minutes east 216 feet to an iron stake; thence north 59 degrees, 50 minutes east 479.9 feet to an iron stake; thence south 0 degrees, 29 minutes east 992 feet to a concrete monument and being the point of beginning. Being all of the same property as conveyed to JAMES M. MCCURRY as shown of record in Deed Book Q-2, Pages 513 and 514 of the Lumpkin County, Georgia deed records, said deed dated October 20, 1965, excepting the mineral interest only from the above described property.

ALSO, ALL THAT TRACT or parcel of land lying and being in Land Lot 859, 12th District, 1st Section, Lumpkin County, Georgia and being more fully described by a Plat prepared by Michael L. Scupin, Georgia Registered Land Surveyor, and being entitled, "Survey for Marvin Brackett, et al." dated: December 20, 1985, and as per said plat, the property contains 6.27 acres, more or less, the subject plat being of record in Plat Book 17, Page 169, Lumpkin County records. Said Plat is hereby incorporated by reference.

GEORGIA LUMPKIN COUNTY
CROSS REFERENCE: Affidavit
FILED 3:30 P 00 M 09-10-97
RECORDED IN Deed BOOK 378 PAGE (S) 372
Edward E Tucker
EDWARD E. TUCKER, CLERK OF COURT

gma
CR

Attachment: HWTF Attachments 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

000242

The parties understand and agree that there are presently two radio, telephone and or microwave towers on the McCurry Property and that the respective owners of said towers have leased their respective sites from McCurry and are currently paying rent to him. The lessees of the tower sites are Celleo Partnership d/b/a Bell Atlantic Nynex Mobile, successor in interest to Horizon Cellular Telephone Company of Dawson L.P. (memorandum of lease recorded in Deed Book S-14, Pages 90-97), and BellSouth Mobility, Inc.(memorandum of lease recorded in Deed Book Z-13, Pages 215-218). The County agrees that the conveyance to it of the McCurry Property shall be subject to the leasehold rights of the owners of said towers as tenants of McCurry. The County further agrees to honor said leases and to allow the towers to remain thereon and the County shall not interfere with the rights of the tenants under said leases. The County further agrees to honor the easement rights the owners of said towers have to come upon the property and to maintain said towers. The rights of tenants of the tower site leases shall include subsequent tenants who may own and operate the towers and the County's obligation to honor the rights of tenants shall devolve upon any subsequent tenants of the tower sites. The County agrees that McCurry, his heirs, executors and assigns, may continue to collect the rent on said towers for the term of said leases or any renewals, extensions or replacements thereof, so long as said towers are in use. The parties agree that at the expiration or termination of the tower leases, the tower sites shall be the property of the County, unless the leases provide otherwise; provided that, upon the expiration or termination of any tower lease, McCurry shall have a period of ninety (90) days to lease said tower to a new tenant and that, so far as the County is concerned, said new tenant shall succeed to all the rights and responsibilities of the previous tenant. The Warranty deed from McCurry will reflect the provisions of the paragraph.

Nothing in this Agreement or in any documents which may be executed pursuant hereto shall constitute or be construed as a waiver of any of the County's sovereign immunity rights.

EXHIBIT "B"

jmc
CR

Attachment: HWTF Attachments 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

000243

ADDENDUM TO
WARRANTY DEED FROM J. M. McCURRY TO THE
GOVERNING AUTHORITY OF LUMPKIN COUNTY
JULY 30, 1997

The Governing Authority of Lumpkin County, grantee herein, executes this addendum for the purpose of expressing its approval and assent to the terms set forth in Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned sets its hand and seal the day and year first written above.

Signed, sealed and delivered in the presence of:

Witness

Notary Public
My Commission Expires: 3/11/99
(Notarial Seal Affixed)

G:\SS\DATA\DOCS\PELL\0939.WPD

THE GOVERNING AUTHORITY OF LUMPKIN COUNTY

By: Charlie A. Ridley, Sole Commissioner

Ome
ER

Attachment: HWTF Attachments 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

GEORGIA, LUMPKIN COUNTY
CLERK OF SUPERIOR COURT
Filed 10:15 A.M. 10-5-01
Recorded in Deed Book D 28 Page 297-299
Edward E. Tucker
EDWARD E. TUCKER, CLERK

After recording return to:
Horne & Horne, P.C.
P.O. Box 37
Dahlonega, Georgia 30533

GEORGIA LUMPKIN COUNTY
REAL ESTATE TRANSFER TAX
PAID -0- Exempt
DATE 10-5-01
Edward E. Tucker
EDWARD E. TUCKER, CLERK

WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF LUMPKIN.

THIS INDENTURE, Made this 14th day of September, in the Year of Our Lord Two Thousand One (2001) between **Hardman Travel Corporation, Bill T. Hardman, Jean Hails, Abit Massey, George Robinette, Spurgeon Richardson and Virlyn Slaton** of the first part, and **Lumpkin County**, a political subdivision of the State of Georgia of the second part,

WITNESSETH: That the said parties 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, have granted, bargained, sold and conveyed, and by these presents do 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 Lot 861 of the 12th District, 1st Section of Lumpkin County, and being more particularly described as follows:

Begin at the northwest original land lot corner of Land Lot 861 and run thence South 86° 17' 12" East a distance of 1395.94 feet to a concrete monument at the northeast original land lot corner of Land Lot 861; thence run South 83° 01' 30" West a distance of 1404.02 feet to an iron pin located on the western land lot line of Land Lot 861; thence run North 00° 01' East a distance of 262.00 feet to the northwest original land lot corner of Land Lot 861 and the point of beginning.

This property is conveyed subject to all easements 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 parties of the first part, for their heirs, executors and administrators, 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 the claims of all persons whomsoever.

Attachment: HWTF Attachments 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

Page Two
Warranty Deed
Lumpkin County/Hardman etal.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered
this 14th day of September, 2001.

Unofficial Witness

Notary Public
Commission Expires: 3/10/04

Hardman Travel Corporation
By:

(SEAL)
Bill T. Hardman, President

Signed, sealed and delivered
in our presence this 14th day
of September, 2001.

Unofficial Witness

Notary Public
Commission Expires: 3/10/04

(SEAL)
Bill T. Hardman

Signed, sealed and delivered
in our presence this 14th day
of September, 2001.

Unofficial Witness

Notary Public
Commission Expires: 3/10/04

Jean Hails
by Bill T. Hardman POA
(SEAL)
Jean Hails, by and through Bill T. Hardman, her attorney-in-fact

Signed, sealed and delivered
in our presence this 14th day
of September, 2001.

Unofficial Witness

Notary Public
Commission Expires: 3/10/04

Abit Massey
by Bill T. Hardman POA
(SEAL)
Abit Massey, by and through Bill T. Hardman, his attorney-in-fact

Attachment: HWTF Attachments 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

Page Three
Warranty Deed
Lumpkin County/Hardman etal.

Signed, sealed and delivered
in our presence this 14th day
of September, 2001.

Unofficial Witness

Notary Public
Commission Expires: 3/10/04

George Robinette
by Bill T. Hardman POA (SEAL)
George Robinette, by and through Bill T. Hardman, his attorney-in-fact

Signed, sealed and delivered
in our presence this 14th day
of September, 2001.

Unofficial Witness

Notary Public
Commission Expires: 3/10/04

Spurgeon Richardson
by Bill T. Hardman POA (SEAL)
Spurgeon Richardson, by and through Bill T. Hardman, his attorney-in-fact

Signed, sealed and delivered
in our presence this 14th day
of September, 2001.

Unofficial Witness

Notary Public
Commission Expires: 3/10/04

Viryln Slaton
by Bill T. Hardman POA (SEAL)
Viryln Slaton, by and through Bill T. Hardman, his attorney-in-fact

Attachment: HWTF Attachments 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

Georgia Department of Natural Resources
Environmental Protection Division
Land Protection Branch
Response and Remediation Program

Hazardous Waste Trust Fund Application

"Request for Reimbursement"

This application shall be used by state and local governments only for requesting reimbursement of eligible costs from the Hazardous Waste Trust Fund (HWTF). Unless otherwise defined in this application, all terms used in this application shall have the same meaning as those used in the Georgia Rules for Hazardous Site Response, Chapter 393-3-19.

All sections of the form must be complete for the application to be considered. All forms and attachments to the application should be typed.

Lumpkin Co. – Barlow Rd. MSWL
Site Name

10490 — Hazardous Site Inventory Number (if applicable)

Permit No. 093-003D9(SL) — Solid Waste Permit Number (if applicable)

Lumpkin County Board of Commissioners
Name of Applicant (State or Local Government)

Honorable Chris Dockery, Chairman – Lumpkin County Board of Commissioners
Name and Title of Contact Person for this Application

99 Courthouse Hill, Suite H
Mailing Address

Dahlonega	GA	30533	Lumpkin
City	State	Zip Code	County

706-864-3742
(Area Code) Telephone Number of Contact Person

706-482-2697
(Area Code) Facsimile Number of Contact Person

chris.dockery@lumpkincounty.gov
e-mail Address of Contact Person

Amount Requested from HWTF: $

$	,	5	7	,	2	4	1	.	2	0

Attachment: HWTF Application for Reimbursement Part 1 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

Please check the appropriate response to the following questions or provide the information as requested:

1. The site for which reimbursement is being requested is currently listed on the (Check both if applicable)

_____ National Priorities List Date of Listing ____/____/____

__X__ Hazardous Site Inventory Date of Listing __8__/__14__/__97__

2. Have you received written notification from USEPA pursuant to the Comprehensive Response Compensation and Liability Act (CERCLA) or from GA EPD pursuant to the Hazardous Site Response Act (HSRA) that the state or local government making this application has been identified as a responsible party for this site? (If "Yes", attach a copy of this letter to this application. If "No", the applicant is not eligible for funds from the Hazardous Waste Trust Fund.)

__X__ Yes _____ No _____ Don't know

3. Is the site for which the reimbursement is being requested owned by the applicant? (Check "Yes" or "No" below) If "No", please provide the name and address of the current owner of record.

__X__ Yes _____ No

Owner Name/Address/Contact:

N/A

Please attach a 50-year abstract of title for the subject property, including copies of all deeds referenced therein, along with a title opinion executed by an attorney admitted to practice by the State Bar of Georgia.

4. Please provide the following information for all persons who may be responsible parties for this site. Attach additional pages as necessary. If a percentage share of liable costs has been apportioned, please indicate that percentage for each responsible party.

Name/Address/Contact:	Percentage of Assigned cost share:
Larry Reiter, Director of Planning & Public Works 1642 Red Oak Flats Rd Dahlonega, GA 30533	100%

Attachment: HWTF Application for Reimbursement Part 1 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

4. continued

Name/Address/Contact:	Percentage of Assigned cost share:
N/A	

5. Has a resolution been adopted by the applicant's governing body authorizing the applicant to apply for and receive such funds? (If "Yes", please attach a copy of the authorizing resolution to this application. If "No", the application cannot be processed until the authorizing resolution is submitted.)

*For your convenience, a model resolution is available at www.gaepd.org.

__X__ Yes _____ No

6. Is the applicant using an accounting system that meets the requirements of the Government Accounting Standards Board (GASB)? (If "No", the applicant is not eligible for funds from the Hazardous Waste Trust Fund.)

__X__ Yes _____ No

7. List the funding sources (other than this application) and corresponding amounts which have been received or requested for use at this site (including any prior applications to, or funds received form the HWTF.) The applicant should provide a detailed list outlining the items for which reimbursement has been received or has been requested. Attach additional pages if necessary.

Name of Funding Source:	Amount:	Commitment Date:
HWTF	$127,392.13	01/01/2002
HWTF	$13,240.13	04/01/2008
HWTF	$90,039.78	07/26/2017

8. Please attach a brief history of the site including permitting history, corrective action required, consent or administrative orders, or other information. Attach copies of any current orders or permits. Please provide directions to the site and attach a map showing its location. If this application is for reimbursement of costs associated with only a portion or phase of a project, please provide a map that clearly delineates the portion for which funding is being requested. *(Attached)*

Attachment: HWTF Application for Reimbursement Part 1 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

9. Please attach a description of costs for which reimbursement is being requested along with proof of payment and supporting documentation sufficient to determine eligible costs. (*Attached)*

Acceptable documentation for an Application for Reimbursement:

☐ Copy of Engineering Contract or Agreement to determine scope of work.

X Copy of itemized engineers invoice.

☐ Copy of Applicant's cancelled checks verifying payment by applicant.

☐ If invoice and cancelled check are different, notation on the check should indicate which engineering invoice(s) is covered in each check.

10. Please provide the name, title, address and telephone number of the individual who will be authorized to execute a contract with EPD to effectuate payment from the Hazardous Waste Trust Fund.

Honorable Chris Dockery, Chairman, Board of Commissioners
Name and Title

99 Courthouse Hill, Suite H
Address

Dahlonega GA 30533
City State Zip Code

706-864-3742
(Area Code) Telephone Number

11. Please provide the name, title, address and telephone number of the individual authorized to receive payment. If this is more than one individual, please attach additional pages.

Honorable Chris Dockery, Chairman, Board of Commissioners
Name and Title

99 Courthouse Hill, Suite H
Address

Dahlonega GA 30533
City State Zip Code

706-864-3742
(Area Code) Telephone Number

Attachment: HWTF Application for Reimbursement Part 1 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

12. All checks from the Hazardous Waste Trust Fund should be made payable to:

Lumpkin County Board of Commissioners

Federal ID #: 58-6000857

13. Please provide any other information you believe to be relevant to this application:

I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fines and imprisonment for knowing violations.

Signature of Applicant

Notary Public

Honorable Chris Dockery

Name of Applicant

My Commission Expires

Chairman, Lumpkin County Board of Commissioners

Title

12/21/21

Date

Please mail completed Application to the following address:

Ms. Kelly Kitchens
Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King Jr. Drive, SE
Suite 1452 East Tower
Atlanta, Georgia 30334

If you have any questions regarding this application, please call:

Ms. Kelly Kitchens
Response and Remediation Program
(404)657-8600

Attachment: HWTF Application for Reimbursement Part 1 11.19.21 (2021 - 72 : Hazardous Waste Trust Fund Application)

HSI No.	Permit No.	Landfill Name	County
10490	093-003D(SL)	Barlow Rd - MSWL	Lumpkin

Hazardous Waste Trust Fund Application for Reimbursement
Invoice Payment Table

Instructions: ***For each invoice for which reimbursement is requested, please provide all of the information requested below. As part of the application , you are required to submit a copy of each invoice and a copy of the canceled check (front and back) showing payment of each invoice.***

When submitting your application, you MUST attach the invoice to the copy of the canceled check (front and back), and present the invoices in the order in which you list them below. Failure to follow these instructions will delay the processing of your application for reimbursement.

Please see the list of Item Description Codes on the following sheet. For each invoice, please indicate the corresponding Item Description Code in the box provided.

Invoice No.	Invoice Date	Payee	Invoice Amount	Check No.	Check Date	Check Amount	Eligible Costs	Ineligible Costs	Item Description Code
171371	09/26/17	AEM, Inc.	14,306.20				11,746.20	$2560.00	1 – 4,920.00; 7(c) - 6,826.20
181100	03/20/18	AEM, Inc.	4,805.00				845.00	$3,960.00	7(c) – 845.00
181338	08/23/18	AEM, Inc.	13,970.00				11,410.00	$2,560.00	1 – 5,400.00; 7(c) – 6,010.00
191291	07/10/19	AEM, Inc.	5,335.00				975.00	$4,360.00	7(c) – 975.00
191443	10/16/19	AEM, Inc.	11,705.00				8,945.00	$2,760.00	1 – 4,200.00; 7(c) – 4,745.00
201114	03/24/20	AEM, Inc.	5,335.00				975.00	$4,360.00	7(c) - $975.00
201461	10/26/20	AEM, Inc.	12,555.00				9,795.00	$2,760.00	1 – 4,450.00; 7(c) – 5,345.00
211122	03/26/21	AEM, Inc.	5,435.00				1,075.00	$4,360.00	1 – 4,360.00; 7(c) – 1,075.00
211446	09/30/21	AEM, Inc.	14,235.00				11,475.00	$2,760.00	1 – 5,400.00; 7(c) – 2,760.00
								$0.00	
								$0.00	
								$0.00

Item Description Codes

Code	Item Description
1	Appendix II Analyses (cost of laboratory analyses only - excludes the cost associated with sample collection and report preparation)
2	Sampling and Analysis if Selected Drinking Water Wells and Other Receptors (includes sample collection and laboratory analyses for selected approved sampling points)
3	Preparation and/or Revisions of Assessment of Corrective Measures Work Plan (including milestones schedule with specific tasks)
4	Assessment of Corrective Measures Well Installation (includes contractor mobilization, drilling, well completion and development)
5	Assessment of Corrective Measures Well Installation Documentation (if the well installation documentation is separate from the Assessment of Corrective Measures Report)
6(a)(i)	Assessment of Corrective Measures Contamination Assessment - Report Preparation
6(a)(ii)	Assessment of Corrective Measures Contamination Assessment - Registered Survey of Sampling Points
6(a)(iii)	Assessment of Corrective Measures Contamination Assessment - Consulting Fees associated with conducting Public Meetings to discuss the Rusults of the Assessment of Corrective Measures
6(a)(iv)	Assessment of Corrective Measures Contamination Assessment - Other (include a detailed description)
6(b)(i)	Assessment of Corrective Measures Report - Report Preparation
6(b)(ii)	Assessment of Corrective Measures Report - Contaminant Fate and Transport Modeling
6(b)(iii)	Assessment of Corrective Measures Report - Other Modeling
7(a)	Corrective Action - Provision of an Alternate Drinking Water Source
7(b)	Corrective Action - Source Control (cost of landfill cap enhancement over the cost of the required landfill cap
7(c)	Corrective Action - Monitored Natural Attenuation (included cost of laboratory analyses, analysis of data, and report preparation)
7(d)(i)	Corrective Action - Soil Vapor Extraction System - Installation and Start-Up (methane gas assessment and mitigation are not eligible)
7(d)(ii)	Corrective Action - Soil Vapor Extraction System - Pilot Test (methane gas assessment and mitigation are not eligible)
7(d)(iii)	Corrective Action - Soil Vapor Extraction System - Operation and Maintenance (methane gas assessment and mitigation are not eligible)
7(e)(i)	Corrective Action - Air Sparging System - Installation and Start-Up
7(e)(ii)	Corrective Action - Air Sparging System - Pilot Test
7(e)(iii)	Corrective Action - Air Sparging System - Operation and Maintenance
7(f)(i)	Corrective Action - Other Remedies (include a detailed description) - Installation and Start-Up
7(f)(ii)	Corrective Action - Other Remedies (include a detailed description) - Pilot Test
7(f)(iii)	Corrective Action - Other Remedies (include a detailed description) - Operation and Maintenance
8	Preparation of a Compliance Status Report
9	Other (include detailed description)

Attachment: HWTF Application for Reimbursement Part 2 11.19.21 (2021 - 72 : Hazardous Waste Trust

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 7, 2021

Agenda Item: Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law

Item Description: Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law

LUMPKIN COUNTY RESOLUTION NO. 2021 –73

A RESOLUTION SUPPORTING REFORM TO GEORGIA'S ANNEXATION DISPUTE RESOLUTION LAW

WHEREAS, annexation of unincorporated areas by municipalities may be appropriate to provide public services not otherwise available from the county, but may be abused when its primary objectives are to expand a city's tax base or circumvent a county's land use plan or zoning ordinance;

WHEREAS, the pressure from growth and development is expected to increase in the future and annexation for land use changes may adversely impact neighboring residents, disrupt a county's land use plan, cause significant service delivery challenges, and/or strain existing county infrastructure;

WHEREAS, city governments are neither elected by nor accountable to unincorporated residents and may not duly consider their concerns in making land use decisions impacting them;

WHEREAS, in 2007 the Georgia General Assembly established an annexation dispute resolution procedure to try to help balance these interests while respecting everyone's property rights;

WHEREAS, this dispute resolution procedure has not been changed since its enactment and is long overdue for revisions to further avoid the negative impact on Georgia citizens;

WHEREAS, in 2021, the Georgia House of Representatives adopted House Resolution 222, establishing a Study Committee on Annexation to review the dispute resolution procedure; and

WHEREAS, the House Study Committee held hearings around the state, solicited recommendations from impacted annexation stakeholders, and has issued its final report and recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Lumpkin County Board of Commissioners that this body urges the Georgia General Assembly to follow the recommendations of the 2021 House Study Committee on Annexation and adopt meaningful reforms to Georgia's annexation dispute resolution law during the 2022 legislative session. These changes should:

- revise the procedures of the annexation dispute resolution process;
- empower the Department of Community Affairs to administer this process more effectively; and
- better balance the oftentimes conflicting interests among counties, cities, incorporated and unincorporated citizens, and developers seeking different land uses through annexation. As only State law can help reach this balance, State law must be changed to respect all parties and persons impacted by Georgia's continued population growth.

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered to each member of the Georgia House of Representatives and Senate representing Lumpkin County and made available to ACCG, the public and press.

Resolved, adopted and effective this 21st of December, 2021.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
Email

Melissa Witcher

From: Alan Ours
Sent: Wednesday, December 1, 2021 3:00 PM
To: Melissa Witcher
Subject: FW: ACCG Annexation Resolution - Please Adopt
Attachments: County Resolution - Annexation 2022 .docx

Alan M. Ours
County Manager
Lumpkin County
99 Courthouse Hill, Suite H
Dahlonega, GA 30533
Office: 706.864.3742
Cell: 706.973.1511

Like us on Facebook!

"If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or coping of this e-mail is strictly prohibited. Please contact (706) 864-3742 if you receive this e-mail in error."

From: Edwards, Todd <TEdwards@ACCG.org>
Sent: Tuesday, November 30, 2021 12:08 PM
To: Edwards, Todd <TEdwards@ACCG.org>
Subject: ACCG Annexation Resolution - Please Adopt

Good Day County Managers and Administrators:

ACCG asks your county to please consider adopting the **attached** draft resolution supporting changes to Georgia's annexation law, particularly the arbitration/dispute resolution process. If interested, please adopt this resolution **by the second week of January 2022**, or soon thereafter, and forward copies of it to your Georgia House and Senate delegation and Todd Edwards, ACCG's Deputy Legislative Director, at **tedwards@accg.org**.

Background:

Attachment: Email (2021 - 73 : Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law)

While annexation of unincorporated areas by municipalities may be appropriate, it may also be abused when its primary objectives are the expansion of the city tax base or to circumvent the county's land use plan or zoning ordinance. These tactics may cause significant service delivery problems, negatively impact surrounding property owners, and create conflicting land uses in an area. As Georgia's population continues to grow, counties will continue to face increased annexation challenges.

In hopes of resolving these problems, a uniform annexation arbitration/dispute resolution process was enacted by the 2007 General Assembly. While this process has slightly improved negotiations between cities and counties over controversial annexations, the law has not been changed in 14 years and improvements are needed to help ensure more fairness for unincorporated residents who are negatively impacted.

In 2021, the Georgia House passed a resolution establishing the House Study Committee on Annexation. This Study Committee met five times over the summer and fall, with **ACCG submitting its recommendations** to improve Georgia's annexation arbitration process. On November 18, the House Study Committee issued its **final report**, incorporating many of ACCG's suggestions. ACCG urges the General Assembly to pass the recommendations of the 2021 House Study Committee's final report via legislation introduced during the 2022 General Assembly.

Your County's Action and Support are Needed

Changes to annexation law in Georgia are extremely difficult and will most likely meet stiff resistance by associations representing cities, developers, homebuilders, realtors, apartment owners and other stakeholders. All of these groups are aptly represented at the General Assembly. If state lawmakers are to change annexation law, it will take a statewide and unified county effort. Your voice is essential.

Thanks for your valued time and consideration,
Todd

ACCG
Advancing Georgia's Counties.

Todd Edwards
Deputy Legislative Director
Office Phone: (404) 589-7820
Cell Phone: (404) 805-7883
Email: tedwards@accg.org

Attachment: Email (2021 - 73 : Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law)

Lumpkin County, Georgia

Board of Commissioners Department

Date: December 7, 2021

Agenda Item: Appoint Member to Board of Health - Brigette Barker with a term expiring 12/31/2025

Item Description: Appoint Member to Board of Health - Brigette Barker with a term expiring 12/31/2025

LUMPKIN COUNTY RESOLUTION NO. 2021-74

A RESOLUTION TO APPOINT A MEMBER OF THE LUMPKIN COUNTY BOARD OF HEALTH

Whereas, the Board of Commissioners of Lumpkin County desires to appoint a member to the Lumpkin County Board of Health to serve the remainder of an unexpired term;

Now therefore, it is hereby resolved that the following person is hereby appointed as a member of the Lumpkin County Board of Health for the seat and term indicated below:

Name	Seat - Responsibility	Term Expiration
Brigette Barker	Advocate for Needy, Underprivileged and Elderly	December 31, 2025

Resolved, adopted and effective this 21st day of December, 2021.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Public Works Department

Date: December 7, 2021

Agenda Item: Rhett Stringer d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal

Item Description: 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.

Facts & Historical Information: In 2009 the Chestatee River Access Park was opened to the public. In February 2012 Rhett Stringer contracted with Lumpkin County for the launching and pickup of watercraft and parties using the river for recreation purposes. The annual amount of the contract was $4,000, either in cash or in-kind improvements to the park. Since that time the contract has been renewed each year and the contract amount has been paid for by in-kind work. In 2016 the BOC voted not to require any documentation of the value of in-kind services provided by the lessee. In 2017 the Corps of Engineers informed staff that they required documentation of the in-kind service value provided in the annual report on the Chestatee River Access Park. This documentation has been provided by the contractor since.

Potential Courses Of Action:
A) Renew the contract with Chestatee River Adventures.
B) Do not renew contract

Budget Impact:
A) In accordance with the County's contract with the Corps of Engineers, all revenue generated by this contract must be spent on the maintenance and improvements of the park. The in-kind work done by the lessee reduces the amount of funds the County spends to maintain the park.

B) Not renewing the contract will result in the county having to budget for maintenance of the area.

Staff Recommendation: **It is the recommendation of staff that the BOC renew the current contract with Rhett Stringer d/b/a Chestatee River Adventures for 2022 and require that documentation of costs be submitted to staff for reporting to the Corps.**

Attachments:
2022- Canoe Launch Stringer

Attachment: 2022- Canoe Launch Stringer (2021-074 : Rhett Stringer d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal)

LUMPKIN COUNTY
SUB-LEASE FOR LIMITED COMMERCIAL USE
CANOE LAUNCH AND PARK FACILITY

U. S. Army Corps of Engineers Project
Auraria Park
Lake Sidney Lanier
Lumpkin County, Georgia
Tract No(s): R-1805, R-1816, R-1808, R-1814

THIS LEASE is made on behalf of Lumpkin County, a political subdivision of the State of Georgia, hereinafter sometimes referred to as "County" or as "Lessor," and Rhett Stringer, d/b/a Hall's Mill Enterprise, LLC, d/b/a Chestatee River Adventures, an individual enterprise licensed to do business in the State of Georgia, being more fully identified within, hereinafter sometimes referred to as "Vendor" or as "Lessee," and also sometimes referred to as "Stringer."

WITNESSETH:

That Lumpkin County, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in Exhibit(s) "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes as may be from time to time prescribed by County, but with the intent that Lessee's primary use will be for the launching and pickup of watercraft and parties using the river for recreation purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of one year, beginning January 1, 2022, and ending December 31, 2022.

2. CONSIDERATION / FEES

The consideration for this lease shall be in the amount of $4,000.00, in hand paid, in advance, which shall be for the entire year and any portion thereof. There shall be no pro ration for any part year lease. There shall be no refund of any portion of the fee for early termination of the sub-lease for any reason.

a. All lease payments shall be used as provided by the Master Lease between the U. S. Army Corps of Engineers and Lessor herein, which requires that all such funds shall be used for the maintenance and improvement of the park facilities.

b. At the sole discretion of County / Lessor herein, County may accept in kind contributions of capital improvements to the park as donations for the public good. Any

donation of any capital improvement shall be final and there shall be no refund or reimbursement to Donee for any reason.

(1) If such contributions of capital improvements to the park are offered by Vendor/ Lessee, such donations may be credited against future lease payments in lieu of cash. Such improvements shall be in advance, with the project as approved by County completed, and will be credited against Lessee's future lease payments.

(2) Such capital improvements must be approved and permitted by County as to all details of construction and materials.

(3) Accounting credit must be approved by the Lumpkin County Finance Director and the Lumpkin County Planning Director, with the final review and concurrence of the Lumpkin County Manager.

(4) In the event that Vendor / Lessee is unable to successfully complete a planned improvement, no credit against any lease payment due shall be given, and County /Lessor shall not return any payment of funds advanced by Vendor / Lessee.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed as follows:

If to the Lessor: Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite H
Dahlonega, Georgia 30533

If to the Lessee: Rhett Stringer d/b/a Hall's Mill Enterprise, LLC,
d/b/a Chestatee River Adventures
3321 Old Dahlonega Highway
Dahlonega, Georgia 30533

Such address may be changed from time to time as may otherwise be directed by the parties by notice given in writing, with confirmation of receipt.

Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AGREEMENT SUBJECT TO MASTER LEASE

This lease shall be subject to all terms and conditions of the April 4, 2008 lease between the Department of the Army and Lumpkin County, Georgia (Lease DACW01-1-08-0012), and Lessee / Vendor herein shall in all cases follow the spirit as well as the detail of said lease, and shall

Attachment: 2022- Canoe Launch Stringer (2021-074 : Rhett Stringer d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal)

indemnify and hold harmless Lessor / County for any violation by Lessee / Vendor of any provisions therein.

5. STRUCTURES AND EQUIPMENT

a. Lessee shall have the right to make such improvements as are specifically approved in writing by Lessor as hereinabove provided.

b. All improvements, upon acceptance by Lessor, shall become the property of Lessor.

6. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business.

b. County / Lessor shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in the above referenced Master Lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

c. Vendor / Lessee, as a part of the consideration of this lease, agrees that its use of the facilities constitutes a business operation in Lumpkin County, and agrees that such operation is, for purposes of civil actions, an "office" such that any action between County /Lessor and Vendor / Lessee shall be properly brought in any court of competent jurisdiction in Lumpkin County, Georgia, and waiving any alternative claim of venue.

7. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the County to make any alterations, repairs, or additions thereto. Lessee accepts the premises as fit for the purpose intended, which is solely those purposes as hereinabove set out.

8. TRANSFERS, ASSIGNMENTS, & SUBLEASES

a. Without prior written approval of Lumpkin County, the Lessee shall neither transfer nor assign this lease nor sublet its right to the use of the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will neither sponsor the use of the premises nor permit any commercial (for profit) activity by any third party.

Attachment: 2022- Canoe Launch Stringer (2021-074 : Rhett Stringer d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal)

9. FEES

Lessee may charge no separate fee for the use of the facilities under the terms of this lease. It is understood and approved that Lessee shall charge, as a part of its business, for a set or bundle of activities which include use of the leased premises.

10. PROTECTION OF PROPERTY

The Vendor / Lessee shall be responsible for any damage that may be caused to property of Lumpkin County or property of the United States by the activities of the Lessee under this lease; Vendor / Lessee shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Lumpkin County, or, at the election of the County, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the County.

11. RIGHT TO ENTER AND FLOOD

On all premises described herein, this lease shall be subject to the right of the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the County, the United States or any officer, agent, or employee thereof.

12. INSURANCE

a. At the commencement of this lease, the Vendor / Lessee shall obtain from an A.M. Best "A" or higher rated insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, or a minimum combined Single Limit of $l,000,000.00, whichever is greater, for any number of persons or claims arising from anyone incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Vendor / Lessee shall ensure that Lumpkin County, its elected officials, employees and agents are ensured parties under such policy. The Vendor / Lessee shall require its insurance company to furnish to Lumpkin County and to the U. S. Army Corps of Engineers District Engineer a copy of the policy or policies. The minimum amount of liability insurance coverage is subject to revision upon renewal or modification of this lease.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that both Lumpkin

Attachment: 2022- Canoe Launch Stringer (2021-074 : Rhett Stringer d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal)

County and the District Engineer be given thirty (30) days' notice of any cancellation or change in such Insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to both Lumpkin County and the District Engineer.

d. The County shall require closure of any or all of the premises to Vendor / Lessee during any period for which the Lessee does not have the required insurance coverage.

13. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 D.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assigns.

14. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises.

15. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary of the Army will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

Attachment: 2022- Canoe Launch Stringer (2021-074 : Rhett Stringer d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal)

Attachment: 2022- Canoe Launch Stringer (2021-074 : Rhett Stringer d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal)

16. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and its staff are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the County. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the noncompliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee at any time by giving notice to County in writing.

17. HEALTH AND SAFETY

The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition, and shall immediately report to County any unsafe condition exceeding Lessee's ability to properly repair or correct.

18. PUBLIC USE

No attempt shall be made by the Vendor / Lessee to forbid or limit the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage its clients while using the premises.

19. NATURAL RESOURCES

The Lessee shall cut no trees or shrubs, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized in writing by County.

20. DISPUTES CLAUSE

Any claim shall be made in accordance with the instructions of the Master Lease.

21. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

22. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the County and protect the site and the material from further disturbance until the County gives clearance to proceed.

23. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the County, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the County / Lessor during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the County.

24. TRANSIENT USE

a. This facility is a day use facility only for the purpose of access to the Chestatee River, for the taking out and putting in of watercraft, for picnics and other similar activities.

b. Camping, including transient trailers or recreational vehicles, is prohibited.

Attachment: 2022- Canoe Launch Stringer (2021-074 : Rhett Stringer d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal)

25. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

26. DISCLAIMER

This lease is effective only insofar as the rights of the County in the premises are concerned.

27. THIS LEASE is requested by Rhett Stringer d/b/a Hall's Mill Enterprise, LLC, d/b/a Chestatee River Adventures, and is executed by the Lessee to ratify the terms and conditions of the lease and its agreement to be bound thereby, this _21_ day of December, 2021.

Lessor:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Clerk, Lumpkin County

Lessee:

Rhett Stringer d/b/a Hall's Mill Enterprise, LLC,
d/b/a Chestatee River Adventures

_____
By: Rhett Stringer

Attachment: 2022- Canoe Launch Stringer (2021-074 : Rhett Stringer d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal)

Lumpkin County, Georgia

Public Works Department

Date: December 7, 2021

Agenda Item: Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben LaChance – Canoe Launch Sublease Renewal

Item Description: 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.

Facts & Historical Information: In 2009 the Chestatee River Access Park was opened to the public. In April 16th, 2009 Canoe Georgia, Inc. d/b/a Appalachian Outfitters contracted with Lumpkin County for the launching and pickup of watercraft and parties using the river for recreation purposes. The annual amount of the contract was $4,000, either in cash or in-kind improvements to the park. Since that time the contract has been renewed each year and the contract amount has been paid for by in-kind work. In 2016 the BOC voted not to require any documentation of the value of in-kind services provided by the lessee. In 2017 the Corps of Engineers informed staff that they required documentation of the in-kind service value provided in the annual report on the Chestatee River Access Park. This documentation has been provided by the contractor since.

Potential Courses Of Action:
A) Renew the contract with Canoe Georgia, Inc.
B) Do not renew contract

Budget Impact:
A) In accordance with the County's contract with the Corps of Engineers, all revenue generated by this contract must be spent on the maintenance and improvements of the park. The in-kind work done by the lessee reduces the amount of funds the County spends to maintain the park.

B) Not renewing the contract will result in the county having to budget for maintenance of the area.

Staff Recommendation: **It is the recommendation of staff that the BOC renew the current contract with Canoe Georgia, Inc. d/b/a Appalachian Outfitters for 2022 and require that documentation of costs be submitted to staff for reporting to the Corps.**

Attachments:
2022-Canoe Georgia, Inc. dba Appalachian Outfitters

Attachment: 2022-Canoe Georgia, Inc. dba Appalachian Outfitters (2021-075 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

LUMPKIN COUNTY
SUB-LEASE FOR LIMITED COMMERCIAL USE
CANOE LAUNCH AND PARK FACILITY

U. S. Army Corps of Engineers Project
Auraria Park
Lake Sidney Lanier
Lumpkin County, Georgia
Tract No(s): R-1805, R-1816, R-1808, R-1814

THIS LEASE is made on behalf of Lumpkin County, a political subdivision of the State of Georgia, hereinafter sometimes referred to as "County" or as "Lessor," and Canoe Georgia, Inc., d/b/a Appalachian Outfitters, c/o Ben LaChance, a commercial enterprise licensed to do business in the State of Georgia, being more fully identified within, hereinafter sometimes referred to as "Vendor" or as "Lessee."

WITNESSETH:

That Lumpkin County, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in Exhibit(s) "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes as may be from time to time prescribed by County, but with the intent that Lessee's primary use will be for the launching and pickup of watercraft and parties using the river for recreation purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of one year, beginning January 1, 2022, and ending December 31, 2022.

2. CONSIDERATION / FEES

The consideration for this lease shall be in the amount of $4,000.00, in hand paid, in advance, which shall be for the entire year and any portion thereof. There shall be no pro ration for any part year lease. There shall be no refund of any portion of the fee for early termination of the sub-lease for any reason.

a. All lease payments shall be used as provided by the Master Lease between the U. S. Army Corps of Engineers and Lessor herein, which requires that all such funds shall be used for the maintenance and improvement of the park facilities.

b. At the sole discretion of County / Lessor herein, County may accept in kind contributions of capital improvements to the park as donations for the public good. Any donation of any capital improvement shall be final and there shall be no refund or reimbursement to Donee for any reason.

(1) If such contributions of capital improvements to the park are offered by Vendor/ Lessee, such donations may be credited against future lease payments in lieu of cash. Such improvements shall be in advance, with the project as approved by County completed, and will be credited against Lessee's future lease payments.

(2) Such capital improvements must be approved and permitted by County as to all details of construction and materials.

(3) Accounting credit must be approved by the Lumpkin County Finance Director and the Lumpkin County Planning Director, with the final review and concurrence of the Lumpkin County Manager.

(4) In the event that Vendor / Lessee is unable to successfully complete a planned improvement, no credit against any lease payment due shall be given, and County /Lessor shall not return any payment of funds advanced by Vendor / Lessee.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed as follows:

If to the Lessor: Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite H
Dahlonega, Georgia 30533

If to the Lessee: Canoe Georgia, Inc. d/b/a Appalachian Outfitters
2084 S. Chestatee Hwy 60 S
Dahlonega, Georgia 30533

Such address may be changed from time to time as may otherwise be directed by the parties by notice given in writing, with confirmation of receipt.

Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AGREEMENT SUBJECT TO MASTER LEASE

This lease shall be subject to all terms and conditions of the April 4, 2008 lease between the Department of the Army and Lumpkin County, Georgia (Lease DACW01-1-08-0012), and Lessee / Vendor herein shall in all cases follow the spirit as well as the detail of said lease, and shall

Attachment: 2022-Canoe Georgia, Inc. dba Appalachian Outfitters (2021-075 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

indemnify and hold harmless Lessor / County for any violation by Lessee / Vendor of any provisions therein.

5. STRUCTURES AND EQUIPMENT

a. Lessee shall have the right to make such improvements as are specifically approved in writing by Lessor as hereinabove provided.

b. All improvements, upon acceptance by Lessor, shall become the property of Lessor.

6. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business.

b. County / Lessor shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in the above referenced Master Lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

c. Vendor / Lessee, as a part of the consideration of this lease, agrees that its use of the facilities constitutes a business operation in Lumpkin County, and agrees that such operation is, for purposes of civil actions, an "office" such that any action between County /Lessor and Vendor / Lessee shall be properly brought in any court of competent jurisdiction in Lumpkin County, Georgia, and waiving any alternative claim of venue.

7. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the County to make any alterations, repairs, or additions thereto. Lessee accepts the premises as fit for the purpose intended, which is solely those purposes as hereinabove set out.

8. TRANSFERS, ASSIGNMENTS, & SUBLEASES

a. Without prior written approval of Lumpkin County, the Lessee shall neither transfer nor assign this lease nor sublet its right to the use of the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will neither sponsor the use of the premises nor permit any commercial (for profit) activity by any third party.

Attachment: 2022-Canoe Georgia, Inc. dba Appalachian Outfitters (2021-075 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

9. FEES

Lessee may charge no separate fee for the use of the facilities under the terms of this lease. It is understood and approved that Lessee shall charge, as a part of its business, for a set or bundle of activities which include use of the leased premises.

10. PROTECTION OF PROPERTY

The Vendor / Lessee shall be responsible for any damage that may be caused to property of Lumpkin County or property of the United States by the activities of the Lessee under this lease; Vendor / Lessee shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Lumpkin County, or, at the election of the County, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the County.

11. RIGHT TO ENTER AND FLOOD

On all premises described herein, this lease shall be subject to the right of the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the County, the United States or any officer, agent, or employee thereof.

12. INSURANCE

a. At the commencement of this lease, the Vendor / Lessee shall obtain from an A.M. Best "A" or higher rated insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, or a minimum combined Single Limit of $l,000,000.00, whichever is greater, for any number of persons or claims arising from anyone incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Vendor / Lessee shall ensure that Lumpkin County, its elected officials, employees and agents are ensured parties under such policy. The Vendor / Lessee shall require its insurance company to furnish to Lumpkin County and to the U. S. Army Corps of Engineers District Engineer a copy of the policy or policies or, if acceptable to the County and to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision upon renewal or modification of this lease.

Attachment: 2022-Canoe Georgia, Inc. dba Appalachian Outfitters (2021-075 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that both Lumpkin County and the District Engineer be given thirty (30) days' notice of any cancellation or change in such Insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to both Lumpkin County and the District Engineer.

d. The County shall require closure of any or all of the premises to Vendor / Lessee during any period for which the Lessee does not have the required insurance coverage.

13. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 D.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assigns.

14. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises.

15. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary of the Army will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

16. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

Attachment: 2022-Canoe Georgia, Inc. dba Appalachian Outfitters (2021-075 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

a. The Lessee and its staff are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the County. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the noncompliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee at any time by giving notice to County in writing.

17. HEALTH AND SAFETY

The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition, and shall immediately report to County any unsafe condition exceeding Lessee's ability to properly repair or correct.

18. PUBLIC USE

No attempt shall be made by the Vendor / Lessee to forbid or limit the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage its clients while using the premises.

19. NATURAL RESOURCES

The Lessee shall cut no trees or shrubs, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized in writing by County.

20. DISPUTES CLAUSE

Any claim shall be made in accordance with the instructions of the Master Lease.

21. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such

Attachment: 2022-Canoe Georgia, Inc. dba Appalachian Outfitters (2021-075 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

22. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the County and protect the site and the material from further disturbance until the County gives clearance to proceed.

23. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the County, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the County / Lessor during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the County.

24. TRANSIENT USE

a. This facility is a day use facility only for the purpose of access to the Chestatee River, for the taking out and putting in of watercraft, for picnics and other similar activities.

b. Camping, including transient trailers or recreational vehicles, is prohibited.

25. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

26. DISCLAIMER

This lease is effective only insofar as the rights of the County in the premises are concerned.

27. THIS LEASE is requested by Canoe Georgia, Inc., d/b/a Appalachian Outfitters, and is executed by the Lessee to ratify the terms and conditions of the lease and its agreement to be bound thereby, this _____ day of December, 2021.

Attachment: 2022-Canoe Georgia, Inc. dba Appalachian Outfitters (2021-075 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

Lessor:

Lessee:

Canoe Georgia, Inc., d/b/a Appalachian Outfitters

_____

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

_____

By: Ben LaChance, President

Attest:

_____

Melissa Z. Witcher
Clerk, Lumpkin County

Attachment: 2022-Canoe Georgia, Inc. dba Appalachian Outfitters (2021-075 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

Lumpkin County, Georgia

Special Projects Department

Date: December 7, 2021

Agenda Item: Classic Cleaners – 2022 Lease

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

Facts & Historical Information: Lumpkin County purchased property at 235 East Main Street in 1998. With no formal plan for the property, the County leased the facility to Best Classic Cleaners, formally known as Classic Cleaners. The aforementioned companies have been the rent paying tenant since the initial lease. The rent on this property was increased in 2017 from $1,250 a month to $1,500 a month. This amount of rental income is included in the 2022 budget and no rent increase is recommended at this time. There are no known issues with the current tenant. The lease agreement that is presented for consideration, is a renewal of the last contract with no changes to terms other than the date.

Potential Courses Of Action:

A. The board can choose to approve the lease agreement as presented. Rent was last raised in 2017 and staff did not feel it was prudent to raise the rent on the tenant at this time. The county has received no additional inquiries for use of this space.

B. The board could direct staff to raise the rent in the lease agreement document which could force the tenant to choose to not renew the lease. This is less favorable as the facility would need to be renovated before being placed on the open market.

C. The board could choose to not renew the proposed lease agreement. As there are no formal plans for the land surrounding this facility, losing a tenant in the current economic environment would not be favorable and would adversely impact a revenue stream in the ’22 budget.

Contract Term: The term is for one year.

Budget Impact: There is no negative impact to the budget if the contract is renewed at the current monthly lease amount.

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

Attachments:
Classic Cleaners Lease 2022

STATE OF GEORGIA
COUNTY OF LUMPKIN

COMMERCIAL LEASE
CLASSIC CLEANERS - 2022

This lease is made and entered into by and between **LUMPKIN COUNTY**, a political subdivision of the State of Georgia (herein referred to as "Lessor") and **BEST CLASSIC CLEANERS, LLC,** (hereinafter referred to as "Lessee"), jointly referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Pursuant to Lumpkin County Resolution 98-22, Lessor purchased 8.74 acres for use in connection with various future Lumpkin County purposes, upon which was, and is, located a commercial building that was, and is, being leased by Lessee in connection with Lessee's laundry and dry cleaning business, said commercial building being located at, and more fully described as, 235 East Main Street, Dahlonega, Georgia, (hereinafter being referred to as the "Property" or "Premises"), and

WHEREAS, Lessor has not yet determined the best use of the property for county purposes and has not yet developed a comprehensive plan for county use of the property, and

WHEREAS, Lessor is in need of said property being maintained for future use in connection with county purposes until Lessor determines the best county use of the property, and

WHEREAS, Lessee is desirous of continuing to lease the premises for continued use in connection with Lessee's laundry and dry cleaning business, and

WHEREAS, Lessor, as governing authority of Lumpkin County, has determined that it is in the best interest of Lumpkin County to lease the premises to Lessee under the conditions herein, and

WHEREAS, the parties are desirous of entering into this Agreement according to and subject to the terms, conditions and provisions hereinafter set forth;

NOW THEREFORE, for and in consideration of the covenants, agreements and premises herein contained, LESSOR and LESSEE intending to be legally bound hereby, do covenant and agree as follows:

1. Term of Lease. Lessor hereby leases and grants to Lessee use of the Property for a term of twelve (12) months beginning January 1, 2022 and expiring December 31, 2022, subject to the terms, conditions and provisions set out herein.

Attachment: Classic Cleaners Lease 2022 (2021-076 : Classic Cleaners – 2022 Lease)

As governing authority of Lumpkin County, and upon a determination by resolution of the Governing Authority of Lumpkin County that a public need for the facility exists, Lessor retains the right, power and authority to terminate this agreement upon thirty days' notice, and Lessee agrees as a bargained consideration of the lease that he does hereby waive any claim for damages arising from such early termination. In the event of such notice Lessee shall be responsible for removing all equipment, fixtures and operational residue from the premises within thirty days of receiving such notice. Such notice may be by personal service or by "tacking" to the door of the premises.

2. Rent. Lessee shall pay to Lessor the amount of One Thousand Five Hundred and no/100s Dollars ($1,500.00) per month rent for the use of the property. In further consideration for said lease and use agreement, Lessee shall maintain the Property as set out herein.

3. Use of Premises. The Parties agree that the Property shall be used only as a laundry and dry cleaner business and associated purposes. In the event that the Property is no longer used for such purposes, Lessor is authorized, but is not required, to terminate this lease and use agreement upon 10 days' notice to Lessee.

4. Maintenance/Repairs. Lessee shall maintain the premises in good, clean, attractive and safe condition, including but not limited to windows and glass, electrical wiring, plumbing, heating and cooling installations and all other systems and equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received. Lessee shall be responsible for all repairs required in order to maintain the premises in their present condition.

5. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including but not limited to those for sewer, water, gas, electricity, and telephone services.

6. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

7. Alterations/Improvements. Lessee may make alterations, additions, or improvements in, to or about the premises only with the prior written approval of Lessor. Lessor may make necessary alterations, additions, improvements or repairs in, to or about the premises so long as Lessee's business operations are not unreasonably impaired. Costs of alterations, additions, or improvements shall be the responsibility of the party making such alterations, additions, or improvements unless otherwise agreed to in writing by the parties.

8. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

Attachment: Classic Cleaners Lease 2022 (2021-076 : Classic Cleaners – 2022 Lease)

9. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease immediately.

10. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to indemnify and hold Lessor harmless from any claim for such damages, no matter how caused.

11. Insurance. Lessee shall maintain reasonably adequate property damage insurance and liability insurance with a minimum coverage for bodily injury in the amount of $500,000.00 and for real property damage in the amount of $500,000.00. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as the beneficiary as to any real property damage and as an additional insured as to all other damage. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage.

12. Taxes. Lessor is exempt from the obligation of ad valorem taxes on the property. In the event that any tax obligation arises on the property, then Lessee shall be responsible for payment of such tax obligation.

13. Destruction of Premises. In the event of the destruction of a significant portion of the premises during the term hereof, from any cause, Lessor shall have the option of repairing the same or terminating this lease for the complete removal of the remaining structure. If Lessor does not begin repairing the premises within 30 days, Lessee shall have the right to terminate this lease. Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at its option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.

14. Lessor's Remedies on Default. If Lessee defaults in the performance of any of the covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 30 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor is not required to, but may at its option terminate this lease on not less than 20 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

Attachment: Classic Cleaners Lease 2022 (2021-076 : Classic Cleaners – 2022 Lease)

15. Security Deposit. Lessee shall not be required to deposit with Lessor a security deposit for the performance of Lessee's obligations under this lease.

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

17. Notices. Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or to Lessor at: Lumpkin County Board of Commissioners, 99 Courthouse Hill, Suite H, Dahlonega, Georgia 30533, or at such other places as may be designated by the parties from time to time, except such notice by "tacking" as is hereinabove provided.

18. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

19. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

20. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Lessor:

Lumpkin County Board of Commissioners
By:

_____
Chris Dockery, Chairman
Date: _____

Lessee:

Best Classic Cleaners, LLC
By:

_____
In Lee, Manager
Date: _____

Attachment: Classic Cleaners Lease 2022 (2021-076 : Classic Cleaners – 2022 Lease)

Lumpkin County, Georgia

Finance Department

Date: December 7, 2021

Agenda Item: Tourism Development Services – Chamber of Commerce

Item Description: Tourism Development Services – Chamber of Commerce

Facts & Historical Information:

Lumpkin County levies a 5% Hotel/Motel Lodging Tax. In accordance with O.C.G.A. 48-15-31, the county must contract with an entity to provide enumerated services. Lumpkin County has historically chosen to contract with the local Chamber of Commerce/Convention Visitor's Bureau. In 2020, changes were made to create a tourism board which would still fall under the Chamber's umbrella. The following language was added to the contract in 2021 to reflect the change to a tourism board under the Chamber of Commerce: "*Should the tourism board form a 501 c6 separate from the Chamber of Commerce, this contract becomes null and void and the county funds collected for tourism promotion, etc. (mirror the law/ordinance) will be held in escrow until such time the county receives a formal proposal from the Tourism Board detailing services that will be provided to Lumpkin County for the promotion, retention….(again mirror the law/ordinance) of tourism in our community. Such proposal is not a guarantee of funding and would be subject to approval by the Lumpkin County Board of Commissioners."*
The current renewal has no changes or modifications outside of the contract dates.

Potential Courses Of Action:

A. The board could approve the proposed contract document which is a renewal from the prior year contract and continues the relationship with the local tourism services. The contract meets the requirements of the law and contains provisions for reporting to the County to meet DCA requirements.
B. The board could choose to modify the proposed contract document and direct staff to incorporate the requested changes. This would push this item to a future month for consideration as it would take time to incorporate any changes to make sure they fall within the bounds of state law and reflect the county's ordinance.
C. The board could choose to not approve the proposed contract. This is less favorable as the law is very specific on the types of entities that can contract for providing these types of services. In the absence of a contract, staff would be left to perform these services or an outside vendor would need to be contracted to stay in compliance with state law.

Contract Term: This contract runs for one year, January – December.

Budget Impact: There is no impact to the operating budget as the funds are a pass through and the commission earned by the county goes towards funding the short-term rental compliance monitoring program.

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

Attachments:
Tourism Development Contract 2022

CONTRACT
FOR
TOURISM DEVELOPMENT SERVICES
(HOTEL - MOTEL TAX FUNDING)
2022

STATE OF GEORGIA
COUNTY OF LUMPKIN

This contract, entered into by and between Lumpkin County, a political entity and body politic of the State of Georgia (the "County") and the Dahlonega-Lumpkin County Chamber of Commerce, Inc., a Georgia nonprofit corporation, (the "Chamber"), as follows:

WHEREAS, Lumpkin County has approved the collection of a "Hotel/Motel Tax" at the rate of five per cent (5%) as provided by O.C.G.A. 48-15-31; and,

WHEREAS, the County intends that such funds as may be collected shall be expended for the purpose of promoting tourism, conventions, and trade shows with emphasis on benefitting those County industries generating the tax revenue within the unincorporated area of the County; and,

WHEREAS, the County desires to contract with a private nonprofit organization for the implementation and management of said promotion; and,

WHEREAS, the Chamber has, with the concurrence of the County, developed a strategy for said program, and County and Chamber wish to enter into a formal contract setting out the respective responsibilities of the parties;

NOW THEREFORE, the parties agree as follows:

1.

The purpose of this contract is to provide for the promotion of tourism, conventions and trade shows in the unincorporated area of Lumpkin County**.**

2.

To fund this promotion, Lumpkin County has imposed a five per cent (5%) tax on hotel/motel accommodations (as defined by law); the Georgia statute requires that the entire amount of the tax collected for this purpose, less any administrative costs incurred by the County, shall be used for the promotion of the tourism in the geographical area from which the tax was generated. In recognition of this purpose, the Chamber shall quarterly provide written reports showing that the "Hotel/Motel" tax so generated has been used to benefit the tourism

Attachment: Tourism Development Contract 2022 (2021-077 : Tourism Development Services – Chamber of Commerce)

industry within the unincorporated areas of the County. The County shall remit funds monthly to the Chamber for funds collected during the preceding month.

3.

The Chamber will provide a complete annual budget to the County not later than December 31 of each year for the following year. This will be in addition to the monthly reports and is in compliance with O.C.G.A. 48-13-51 (9) (A).

4.

The Chamber will provide an audit verification each year. The verification must show how the Chamber used the funds under this Contract in conformity with O.C.G.A. 48-13-51 (9). The Chamber will further provide to County a copy of each report provided to State of Georgia showing the use of the Hotel/Motel tax collections, along with any support documentation. These documents will be provided to the County Manager, with a copy to the County Clerk and County Finance Director, in the same form (paper or email, for example) as provided to the State.

5.

The Chamber will make monthly financial reports to the County Manager, with a copy to the County Clerk and County Finance Director, showing income and expenditures under this contract, and will, in writing, provide the County with periodic updates on activities and services undertaken by the Chamber pursuant to this tourism development services contract. The reports for each month shall be submitted by the end of the following month. For example, the report covering the month of January shall be submitted by the end of February, etc.

a. Visual and/or aural presentations may from time to time be presented to the County Governing Authority, but will not take the place of written records; no visual, aural or written presentation shall be presented unless a copy of the proposed presentation has been made available to County a minimum of eight (8) days prior to the date of the meeting.

b. No requests shall be made in any meeting unless the initial presentation was fully provided to County staff prior to the regular work session.

Attachment: Tourism Development Contract 2022 (2021-077 : Tourism Development Services – Chamber of Commerce)

6.

All reports and documentation provided to the County shall be addressed to the Lumpkin County Manager with copies to the Lumpkin County Clerk and the Lumpkin County Finance Director.

7.

The Chamber will implement a tourism development program in accordance with this contract and any subsequent amendment agreed to in writing by the parties.

8.

It is the intent of the parties that this contract shall be implemented in order to assist the development of the tourism industry by increasing support for targeted advertising, for the development of destination quality festivals and attractions in the County, and for enhanced visitor services through expanded operating hours and more adequate staffing of the tourism services. The primary goal of this joint tourism development program is to increase visitor spending and overnight stays, to encourage return visits and ultimately, to improve and increase jobs and incomes for the citizens of Lumpkin County.

9.

The Dahlonega-Lumpkin County Chamber of Commerce has assumed the maintenance of the Welcome Center and Chamber of Commerce building. Chamber staff will maintain insurance on the building and its contents. A copy of each policy providing insurance coverage of any kind will be furnished to the County annually. The building may be inspected by the County Board of Commissioners at any time. Any building repairs required by County building inspectors not timely made may, at the discretion of the County, be performed by the County or an agent under its supervision and control, and billed to the Chamber. Any unpaid bill shall be debited against any portion of the Hotel-Motel tax not required by law to be used for direct tourism publicity or advertising.

10.

The Chamber of Commerce will pay all monthly utility bills, i.e. electric and water, and will order paper supplies. The Chamber may utilize the County purchasing system for its general

Attachment: Tourism Development Contract 2022 (2021-077 : Tourism Development Services – Chamber of Commerce)

office supplies and tourism support supplies, with cost of supplies to be billed to the Chamber. Any unpaid bill shall be debited against any portion of the Hotel-Motel tax as permitted by law.

11.

The Chamber of Commerce shall ensure that Chamber management and staff are made aware that any and all business activities meeting the definition of "Hotel/Motel" or otherwise providing revenue producing accommodations as provided by law must pay the prescribed tax.

12.

In the event an IRC 501(c)(6) organization is formed and organized separate from the Chamber, this contract shall terminate and the Hotel/Motel tax collected by the County will be held in escrow until the County approves and enters into a new contract for the expenditure of such tax as provided by O.C.G.A. 48-13-51. The County may review and consider a proposal from the newly formed IRC 501(c)(6) organization but shall be under no obligation to provide funding to said IRC 501(c)(6).

13.

This contract shall be for the period beginning January 1, 2022, through December 31, 2022.

14.

This contract may renewed from year to year, on the same or amended terms, subject to the annual review and renewal by the Lumpkin County Board of Commissioners which shall normally take place at the September meeting each year, or at the first meeting following the submission, review and approval of the proposed annual budget for the following year, whichever last occurs, and renewal is further contingent on the concurrence of the Board of the Chamber of Commerce, which shall be noted and delivered to the County prior to distribution of any taxes collected in the subject year, being the year for which the contract is effective. If the next effective year begins without action by either party, this contract, or its successor contract, unless otherwise provided in writing, shall continue in full force and effect until formal action is taken by either Board to terminate the contract.

Attachment: Tourism Development Contract 2022 (2021-077 : Tourism Development Services – Chamber of Commerce)

In witness whereof, the parties have executed this agreement with an effective date of January 1, 2022.

Dahlonega-Lumpkin County Chamber of Commerce, Inc.	**Lumpkin County:**
By:	By:
_____	_____
Name: Title:	Chris Dockery, Chairman
Attest:	Attest:
_____	_____
Name: Title:	Melissa Z. Witcher, County Clerk

Attachment: Tourism Development Contract 2022 (2021-077 : Tourism Development Services – Chamber of Commerce)

Lumpkin County, Georgia

Public Works Department

Date: December 7, 2021

Agenda Item: LC Wimpy Airport Fencing Contract Extension

Item Description: 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.

Facts & Historical Information: On April 21, 2021, the BOC approve a contract with Tri Scape, Inc for the installation of a fence along the front and west side of the airport and the construction of a parking area. The notice to proceed was signed and returned to Lumpkin County on August 1, 2021. The contract required that this project be completed within 180 days of the notice to proceed (January 27, 2022). In August, the contractor ordered the fencing materials. Due to the unavailability of the fencing materials, the contractor was informed by their suppler that the materials would not be delivered until January 2022. In November, Staff contacted the contractor to verify when delivery was scheduled for the fencing materials. The contractor stated that the Supplier told him that they were still scheduled for a delivery in January and would be able to give a delivery date by the end of December, 2021. In the November Airport Authority meeting this delay was discussed and the Authority voted to recommend to the BOC that the contract be extended through the end of March 2022. GDOT has been informed of the supply delays and has asked that documentation of any contract extension be provided to them for there records. The parking lot and entrance road work has been completed on this project.

Potential Courses Of Action:

1. Approve an extension to the contract with a completion date of March 31, 2022
2. Do not approve a contract extension.

Budget Impact: This extension will not have any impact on the budget.

Staff Recommendation: **Staff recommends that the BOC approve a contract extension with Tri Scape, Inc for the construction of this project. (COA #1).**

Attachments:
Wimpys Airport Fencing and Parking Amendment 1

Amendment No. 1 to
CONTRACT
FOR
CONSTRUCTION OF FENCING, PARKING AREA AND ENTRANCE ROAD
AT LUMPKIN COUNTY-WIMPY'S AIRPORT
PROJECT # 2021-001

This Amendment is made and entered into between the **Lumpkin County Board of Commissioners**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **Tri Scapes, Inc.,** a Georgia corporation, hereinafter referred to as "Contractor".

Whereas, Lumpkin County and Contractor entered into a Contract for Construction of Fencing, Parking Area and Entrance Road at LUMPKIN COUNTY-WIMPY'S AIRPORT PROJECT # 2021-001, on April 19, 2021; and

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree to amend the contract to extend the time for completion of the Work, as follows:

All work shall be completed no later March 30, 2022.

This Amendment is made effective as of December 21, 2021.

Lumpkin County:
By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Tri Scapes, Inc.
By:

Rebecca Martin, President/CFO

[ATTACH CORPORATE SEAL]

Attachment: Wimpys Airport Fencing and Parking Amendment 1 (2021-078 : LC Wimpy Airport Fencing Contract Extension)

Lumpkin County, Georgia

Senior Center Department

Date: December 7, 2021

Agenda Item: Legacy Link SFY-2022 Addendum #1

Item Description: 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.

Facts & Historical Information: Historically, funding for the Lumpkin County Senior Center (including cost of meals and operation of the Center) has largely been from federal grants appropriated through the Older Americans Act enacted in 1965, state grants and local sources. The appropriations to the Center come through eight (8) different fund sources.

Legacy Link, Inc. is the Area Agency on Aging that manages federal and state funding allocations for the region that includes Lumpkin County.

This 1st revision to Lumpkin County's allocation includes an increase for home-delivered meal cost and material aid for congregate clients.

The total amount of the increase is $19,107. This includes a $10,796 increase from existing fund sources and $8,311 CARES Act fund balance from SFY2021. There is no cash match required for these funds.

Potential Courses Of Action:

A. Submit an approved, signed Addendum #1 Contract.

B. Do not submit an approved, signed Addendum #1 Contract.

Comparison: If Course A is chosen, Lumpkin County will receive the increased allocation of $19,107.

If Course B is chosen, Lumpkin County risks losing the allocated increase of $19,107.

Budget Impact: The increase in the allocation will have a positive impact on the budget. The increased allocation means that the burden to the general fund will be reduced by $19,107.

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

Attachments:
Legacy Link

ADDENDUM NO. 1
TO
AGREEMENT

BETWEEN THE LEGACY LINK, INC., AND LUMPKIN COUNTY BOARD OF COMMISSIONERS FOR THE PROVISION OF Nutrition program and entered into on the first day of July, 2021.

Said agreement is amended to read as follows.

W I T N E S S E T H:

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

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

2. Description of Services.

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 30,700 units of home-delivered nutrition services to 125 elderly persons, and providing 8,312 units of support services material aide individual services and 10,541 units of caregiver services material aide individual to 26 elderly persons

5. Compensation.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Eighty Nine Thousand Seven Hundred Sixty Four Dollars ($89,764.00).

(c) The Legacy agrees to provide federal and state funds for home-delivered meals in the amount of Sixty Nine Thousand Nine Hundred Thirty Nine Dollars ($69,939.00).

(d) The Legacy agrees to provide federal funds for material aid

Attachment: Legacy Link (2021-079 : Legacy Link SFY-2022 Addendum #1)

individual support services in the amount of Eight Thousand Three Hundred Eleven Dollars ($8,311.00), and material aid individual caregiver services in the amount of Ten Thousand Five Hundred Forty Dollars ($10,540.00).

6. Non-Federal Funds.

(b) The minimum cash requirement for the term of the Agreement being Twelve Thousand Six Hundred Twenty Eight Dollars ($12,628.00) for congregate meals and Fifty Three Thousand Seven Hundred Eighty Two Dollars ($53,782) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being One Hundred Forty Four Thousand Nine Hundred Sixty Nine Dollars ($144,969.00).

All other terms and conditions of this agreement remain unchanged.

Attachment: Legacy Link (2021-079 : Legacy Link SFY-2022 Addendum #1)

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

THE LEGACY LINK, INC.

By:_____
Chief Executive Officer/AAA Director

Subscribed and sworn to
in our presence:

_____
Notary Public

CONTRACTOR:
LUMPKIN COUNTY BOARD OF COMMISSIONERS

By:_____
Chairman

Subscribed and sworn to
in our presence:

_____
Notary Public

Attachment: Legacy Link (2021-079 : Legacy Link SFY-2022 Addendum #1)

Lumpkin County, Georgia

Finance Department

Date: December 7, 2021

Agenda Item: CJCC VOCA – Financial Administration – District Attorney

Item Description: 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.

Facts & Historical Information: Lumpkin County has served as the financial administrator for grant which funds the Enotah Judicial Circuit's Victims' Assistance Program for a number of years. In the past, the County provided direct assistance to the District Attorney's Office in the preparation of the VOCA grant application as well as its financial administration. However, in recent years, as competition for these grant funds has become increasingly competitive, the Prosecuting Attorney's Council of Georgia (PAC) has sought to assist District Attorneys in maintaining existing funding levels of these grant-funded programs by submitting a single application for multiple jurisdictions. PAC typically submits its VOCA application to the Criminal Justice Coordinating Council of Georgia (CJCC) in the fall of each year.

District Attorney Langley is asking the Board of Commissioners to agree to allow Lumpkin County to continue to act as the financial administrator for the VOCA grant which funds the Enotah Judicial Circuit's Victims' Assistance Program.

Potential Courses Of Action:

A. Agree to allow Lumpkin County to serve as the financial administrator for the VOCA grant which funds the Enotah Judicial Circuit's Victims' Assistance Program.

B. Take no action.

Contract Term: October 1, 2021 – Sept 30, 2021

Budget Impact: There is no budget impact for Lumpkin County serving as the financial administrator for this grant.

Staff Recommendation: **Recommends approval to serve as the financial administrator to the VOCA grant.**

Lumpkin County, Georgia

Finance Department

Date: December 7, 2021

Agenda Item: CJCC VOCA (Victims of Crime Act) - MOA

Item Description: 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

Facts & Historical Information: The Enotah Judicial Circuit's Victims' Assistance Program was created in July of 1993 for the purpose of providing services to victims of crime within the four counties comprising the Circuit. The goals of the program are to provide victims of crime with knowledge of victims' rights and available community resources; provide victims with education about the criminal justice system; and assist victims in gaining a sense of closure as they transition from "victim" to "survivor." The program provides emotional support to victims of crime and assistance to help reduce the trauma of victimization. The program also provides services to child victims of crime and their families, victims of sexual assault, surviving family members of homicide victims, adult survivors of incest or child abuse, victims of robbery, victims of elder abuse, and victims of DUI crashes.

The program operates as part of the Enotah Judicial Circuit's District Attorney's Office. There are two full-time staff members along with a number of part-time staff members and several volunteers who assist in providing services to victims. The following services are provided by the program: information about the status of a case; information and explanation about court proceedings; and accompaniment to proceedings with victims and their families. The program also provides information about and referrals to other agencies which are available to assist victims, provides assistance in filing Crime Victims' Compensation Fund claims, provides information on how to register for the V.I.P program provided through the Department of Corrections and Board of Pardons & Parole, and provides assistance in completing a victims' impact statement. Additionally, the program provides preparation for children who are victims of crime and who will be called upon to testify in court.

Potential Courses Of Action:

A. Approve the Memorandum of Agreement and continue the program.
B. Reject the Memorandum of Agreement and identify other funding source(s) to continue the program.
C. Reject the Memorandum of Agreement and suspend the program.

Budget Impact: The 25% match requirement has been waived for this grant cycle.

$143,580.00	Grant Award (Federal)
35,895.00	Match Waiver
$179,475.00	Total Program

Staff Recommendation: **District Attorney Langley has requested the Board of Commissioners approve this MOA.**

Lumpkin County, Georgia

Development Authority Department

Date:	December 7, 2021
Agenda Item:	Development Authority IGA Payment in Lieu of Taxes
Item Description:	Development Authority IGA Payment in Lieu of Taxes. IGA between County, Development Authority, Tax Commissioner and Tax Assessor
Facts & Historical Information:	On July 20, 2020, the Development Authority of Lumpkin County entered into a lease agreement for 35 Breakstone Drive, a property the Development Authority owns. Chestatee Ford received their certificate of occupancy for the property in December 2020. The County and Authority did not enter into a formal Economic Development Agreement (EDA) because the agreement with Chestatee Ford does not include property tax savings or other incentives. Under the law which the Authority was created and exists, the Authority pays no tax. Therefore, the lease agreement between Chestatee Ford and the Authority includes a payment in lieu of taxes. Because this agreement falls outside the parameters of a normal EDA, the attached Intergovernmental Agreement for the Assessment, Collection, and Disbursement of Payment in Lieu of Taxes document formalizing the procedures that needs to occur for the life of the lease agreement between Chestatee Ford and the Authority. The recommended procedure is that on an annual basis, the Tax Assessor's Office will assess the property and forward the value that would have been on the digest had the property been owned by a taxable entity to the Tax Commissioner. The Tax Commissioner will then create a bill for the entity, collect payment, and remit those funds to the Authority.
Potential Courses Of Action:	1. Approve the agreement as presented. 2. Approve the agreement with any recommendations from the BOC.
Comparison of Courses Of Action:	1. Option 1 approves the agreement and is favorable as it formalizes the process which provides continuity even when there are staff changes. 2. The second option is unknown and should the BOC have recommendations they would have to go back through legal and the authority.
Budget Impact:	There is no impact to the budget.

Staff Recommendation: **Staff's recommendation is to approve the agreement.**

Attachments:
IGA for Taxes - Chestatee Ford

INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION AND DISBURSEMENT OF PAYMENT IN LIEU OF TAXES FOR CHESTATEE FORD PROJECT AT 35 BREAKSTONE DRIVE

THIS INTERGOVERNMENTAL AGREEMENT (this "**Agreement**") is entered into as of the Effective Date set forth below by and between the **DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY, GEORGIA** (the "**Authority**"), a development authority and public body corporate and politic duly created by the Development Authorities Law, O.C.G.A. Section 36-62-1, *et seq.* (the "**Act**"), and **LUMPKIN COUNTY** (the "**County**"), and the **BOARD OF TAX ASSESSORS OF LUMPKIN COUNTY** (the "**Board of Assessors**") and the **TAX COMMISSIONER OF LUMPKIN COUNTY** (the "**Tax Commissioner**").

Whereas, the Authority is the owner of approximately 1.33 acres of land located in the County at 35 Breakstone Drive in Dahlonega, Georgia, and improvements located thereon including an existing industrial building containing approximately 12,100 square feet (the "**Project"**). The Project is owned by the Authority and leased to CHESTATEE FORD, INC. (the "**Company**") under a Lease Agreement dated as of July 22, 2020. The Company's equipment is not part of the Project for purposes of this Agreement; and

Whereas, under the Act, under which the Authority was created and exists, the Authority pays no tax on its interest in the property comprising the Project; and

Whereas, the Lease Agreement is structured so that the Company's leasehold interest in the Project is a mere usufruct, or, as to personal property, a nontaxable bailment for hire, and not a taxable estate for years. Thus, while the Lease Agreement is in effect, the Company shall pay no actual taxes on its leasehold interest in the Project. However, the Company has agreed that in consideration of the Lease Agreement structure and other benefits, it shall make payments in lieu of taxes to the Authority. The Company shall pay normal *ad valorem* property taxes with respect to property it owns which is not titled to the Authority;

Now therefore, the parties agree to the following procedures:

In order to determine the amount of payments in lieu of taxes payable pursuant to this Agreement, the Board of Assessors shall determine the assessed value of the Project as though legal title to it were held by the Company and shall notify the Tax Commissioner thereof, who shall calculate the amount of payments in lieu of taxes payable by the Company with respect thereto pursuant to this Agreement, and shall invoice the Company therefor. The Tax Commissioner shall mail such invoice at the time tax bills are mailed for the relevant tax year. The Company shall pay by separate check to the Tax Commissioner, on or before the date set for the payment of *ad valorem* property taxes in the County generally, an amount equal to the payment in lieu of taxes due for such year as so calculated. Should the Company fail to make payments in lieu of taxes required by the Lease Agreement, the Company shall be obligated to pay to the Tax Commissioner, in addition to such payment in lieu of taxes an amount that shall be equal to the penalties and interest that would be assessed against the Company if such payment in lieu of taxes were delinquent *ad valorem* taxes. The Tax Commissioner shall notify

Attachment: IGA for Taxes - Chestatee Ford (2021-082 : Development Authority IGA Payment in Lieu of Taxes)

the Company of any such penalties and interest, with copy to the Authority. The Board of Assessors and the Tax Commissioner shall have all of the rights and remedies related to payments in lieu of taxes, interest and penalties, as they would have in the case of delinquent *ad valorem* taxes. The County acknowledges and agrees that the Tax Commissioner, upon receipt of the payment in lieu of taxes, and any interest and penalties thereon, shall disburse such payment to the Authority.

The provisions of this Agreement relative to the assessment and taxability of the Project for *ad valorem* property tax purposes shall be the obligation and responsibility of the Board of Assessors (and not of the Authority or the County). The Board of Assessors is joining in this Agreement to acknowledge that this Agreement is consistent with applicable requirements and that the Board of Assessors intends and agrees to classify, for taxation purposes, the Company's interest in the Project under the Lease Agreement as contemplated in this Agreement.

By the execution hereof, the County, the Board of Assessors and the Tax Commissioner hereby agree, each with each other and with the Authority, to all of the provisions hereof respectively applicable to them. This Agreement shall constitute an intergovernmental agreement under Georgia Constitution Art. IX, Sec. III, Para. I between and among the Authority, the County, the Board of Assessors and the Tax Commissioner. Such intergovernmental agreement is subject to the 50-year term limit contained in such provision of the Georgia Constitution, but shall expire earlier upon its complete performance.

Upon its execution of this Agreement, each Party hereto represents and warrants that its governing body or other authorized committee or official thereof has approved and authorized its entry into such Agreement or Acknowledgment.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement and caused it to be delivered as of the following "**Effective Date**": December 21, 2021.

The "Authority":

DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY, GEORGIA

By: _____
Chairman

ATTEST:

_____
Secretary

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Attachment: IGA for Taxes - Chestatee Ford (2021-082 : Development Authority IGA Payment in Lieu of Taxes)

BOARD OF TAX ASSESSORS
OF LUMPKIN COUNTY

By: _____
Chairman

TAX COMMISSIONER OF
LUMPKIN COUNTY

_____
Mike Young

LUMPKIN COUNTY
99 Courthouse Hill, Suite A
Dahlonega, GA 30533

By: _____
Chairman, Board of County Commissioners

ATTEST:

_____
Clerk, Board of County Commissioners

[COUNTY'S SEAL]

Attachment: IGA for Taxes - Chestatee Ford (2021-082 : Development Authority IGA Payment in Lieu of Taxes)

Lumpkin County, Georgia

Finance Department

Date: December 7, 2021

Agenda Item: CJCC VOCA Comp Advocate Grant

Item Description: CJCC VOCA Comp Advocate Grant

Facts & Historical Information:

Potential Courses Of Action:

Contract Term:

Budget Impact:

Staff Recommendation:

Lumpkin County, Georgia

County Clerk Department

Date:	December 7, 2021
Agenda Item:	Alcoholic Beverage License – Real Hospitality Ventures Inc. d/b/a Mountain Laurel Creek Inn & Spa
Item Description:	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.
Facts & Historical Information:	Jeffrey Scott Cudd is applying for Real Hospitality Ventures Inc. d/b/a Mountain Laurel Creek Inn & Spa to obtain a beer or wine consumption on premises alcoholic beverage license.
Potential Courses Of Action:	A. Approve the license. B. Deny the license
Staff Recommendation:	**Approve the alcoholic beverage license.**