



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

December 6, 2022
4:00 P.M.

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

- **CALL TO ORDER** Chairman Dockery
- **PRESENTATIONS**
 1. Chamber of Commerce Presentation (*Chamber Director Robb Nichols*)
 2. Tourism Presentation (*Tourism Director Sam McDuffie*)
- **PROCLAMATIONS**
 3. Lumpkin County Indians 2022 3rd Grade Football Super Bowl Champions
- **MINUTES**
 4. Board of Commissioners - Work Session - Nov 1, 2022 4:00 PM
 5. Board of Commissioners - Work Session II - Nov 15, 2022 5:30 PM
 6. Board of Commissioners - Regular Meeting - Nov 15, 2022 6:00 PM
 7. Board of Commissioners - Special Called Meeting - Nov 28, 2022 4:00 PM
- **RESOLUTIONS**
 8. 2022 - 61 - Resolution Declaring Results of Election to Impose LC TSPLOST & Authorize Issuance of Sales Tax Debt
 9. 2022 - 62 - Resolution to Abandon Fred Burns Road
 10. 2022 - 63 - Resolution to Accept the Roads in Whelchel Valley Subdivision
 11. 2022 - 64 - Reappoint Members to Audit Committee
 12. 2022 - 65 - Appoint Member to Park & Rec Citizens Advisory Board - Autumn Chatham to Seat 4, term exp 12/31/2024
 13. Reappoint Members to Board of Elections
 14. 2022 - 67 - Reappoint Members to Joint Development Authority of Dawson, Lumpkin, & White Counties
 15. 2022 - 68 - Resolution to Appoint Member to Development Authority - Seat 2, of an unexpired term ending 3/7/2024
- **CONTRACTS/AGREEMENTS**
 16. 2022-072 - CJCC VOCA (Victims of Crime Act) - MOA (*Finance Director Abby Branan*)

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

- **OTHER ITEMS**

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

- **ALCOHOLIC BEVERAGE LICENSE RENEWALS**

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

45. 2023-18 Evelyn Claire Livingston/Cavender Creek Winery, LLC d/b/a Cavender Creek Vineyards & Winery
46. 2023-19 Truptiben Patel/BJ Creek, LLC. d/b/a Clay Creek Falls Grocery
47. 2023-20 James Rider/JR's BBQ & Country Store
48. 2023-21 Robert Warner/White Oaks LLC d/b/a White Oaks Bistro
49. 2023-22 Bhupendra Kumar Patel/Vaho Enterprises, LLC. d/b/a Ben Higgins ExxonMobil
50. 2023-23 Jigna Patel/Shalina Business, LLC d/b/a Mart 24/7
51. 2023-24 Becky Lynn Fuller/AGEA Enterprises, LLC d/b/a The Corner Store #2
52. 2023-25 James E. Pruitt/MR2Wings d/b/a Roosters Café
53. 2023-26 Tushar V. Patel/Yogis Quickstop, Inc. d/b/a Cutie Gas & Grocery
54. 2023-27 Sonika Ahluwalia/Aspen Gold, LLC d/b/a Disco Marathon
55. 2023-28 Salma Panjwani/SMS Express LLC d/b/a Cavenders Corner
56. 2023-29 Joseph Hannan/Barefoot Hills LLC
57. 2023-30 Kari McCann/Red Wine & Blue Vineyard & Winery LLC d/b/a Dahlonaga Resort & Vineyard
58. 2023-32 Heather Breedlove/CGN Properties, LLC. d/b/a The Mountain Top Lodge
59. 2023-33 Michael Davis/Convenience Stores, Inc. d/b/a JP Dahlonaga
60. 2023-34 Ghanshyam Ramanbhai Patel/ Jay Jalaramji LLC d/b/a Iron Mountain Mart
61. 2023-35 Craig Stansberry/Iron Mountain Park, LLC d/b/a The Grille at Iron Mountain
62. 2023-36 David Burns/Massey Burns, Inc. d/b/a 52 West Brewing

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



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 6, 2022

Agenda Item: Chamber of Commerce Presentation

Item Description: Chamber of Commerce Presentation

Attachments:
2022 BOC Presentation



Prosperity

Catalyst for business growth

Co-Working Space

501(c)(3) Foundation

Small Business of the Quarter

Advocacy

Convener of leaders and influencers

State Of Luncheon Series

Alcohol Issue Task Force

Small Business of the Quarter

Leadership

Champion for a thriving community

LLC Class of 2023

Developing LYL 2.0

Inspire Woman's Leadership Series

Six Gap Organizing Committee

Separate 501(c)3, fundraising organization for the Chamber

Increased Partnership with Pedal Productions

Launching the Inaugural 6G Gravel Ride on April 30

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.



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 6, 2022

Agenda Item: Tourism Presentation

Item Description: Tourism Presentation

Attachments:
2022 Lumpkin County Marketing Report



Dahlonega-Lumpkin County Convention and Visitors Bureau Fiscal Year 2022 Report

Lumpkin County Marketing Efforts



DAHLONEGA
THE HEART OF THE GEORGIA MOUNTAINS

- ❖ **2021 Lumpkin County Economic Impact by Visitors**
 - \$88.9 Million Total Visitor Spending
 - 44% Growth Rate
 - \$577 in tax savings in every household
 - There are now 34 Counties that make up the Mountain Region. (NE & NW have been combined)
 - Appendix A & B
- ❖ **2022 Augusta National Billboard Campaign**
 - April 3 – April 10
 - Placed at Exit 199 EB in Augusta
 - Appendix C
- ❖ **2022 TV Shows**
 - Fork in the Road - GPTV
 - Will air in January 2023
 - Red Oak Lavender, Etowah Meadery, Dahlonega Brewery, Dahlonega Resort and Vineyard, and Big Creek Distillery
 - Approximately 1,000,000 views per episode
 - Wine First – PBS
 - Will air in late March 2023
 - Wolf Mountain Vineyards
 - 10,000,000 views per episode
- ❖ **2022 Commercials**
 - Spring Commercial
 - Cavender Creek Vineyard, Crisson Gold Mine, Cane Creek Falls, Dahlonega Resort and Vineyard
 - 500,000 unique impressions
 - Fall Commercial
 - Frogtown Cellars, Etowah Meadery, Dahlonega Brewery, Stay Dahlonega Tree House
 - 500,000 unique impressions
- ❖ **Print Advertising**
 - Southern Living, Atlanta Magazine, Explore Georgia State Visitor Guide, Mountain Traveler, Georgia State Parks Guide, Georgia Visitor Fun Map Ad, Northeast Georgia Map
 - Appendix D.
- ❖ **Dahlonega-Lumpkin County CVB Visitor Guide Covers (2022 & 2023)**
 - 75,000 copies printed
 - Appendix E.
- ❖ **Website**
 - 590,896 Users
 - 1.1 million Pageviews (as of 10/31)
 - 2:23 Avg Session Duration / 2.85 Pages per Session
 - Appendix G.
- ❖ **2022 Social Media**
 - 471 Post that highlights Lumpkin County
 - Facebook and Instagram
 - Appendix H.

Appendix A: 2021 Visitor Spending and Economic Impact

Lumpkin County - Spending and Economic Impact

Navigation



Year
2021

County
Lumpkin County



\$88.9M
Total Visitor Spending
YOY: ▲ 44.0%



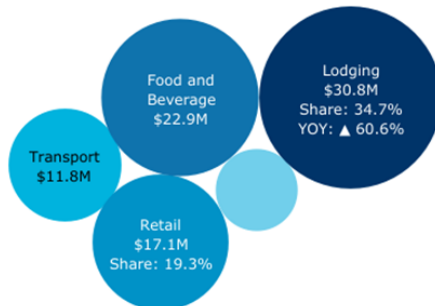
6.3% is the share of jobs
directly sustained by visitor
spending in county



Visitors generated **\$6.8M** in
state and local taxes
which is equivalent to **\$577** in
tax savings for every household

Visitor Spending by Category in 2021

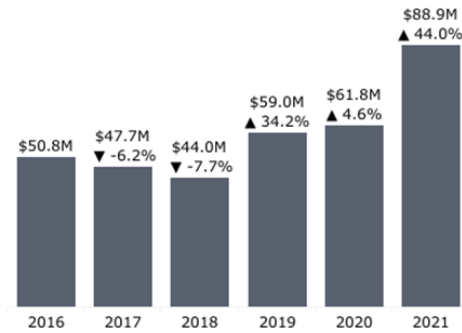
Actual, share & % change YOY



\$6.2M \$30.8M

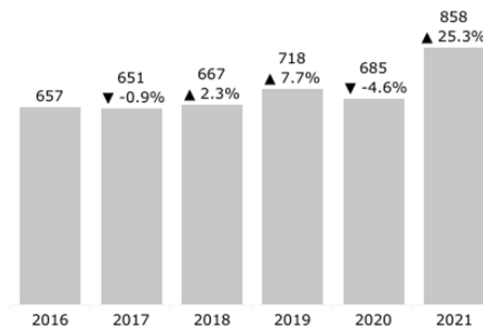
Visitor Spending

Actual & % change YOY



Tourism Supported Direct Employment

Actual & % change YOY



SYMPHONY TOURISM ECONOMICS

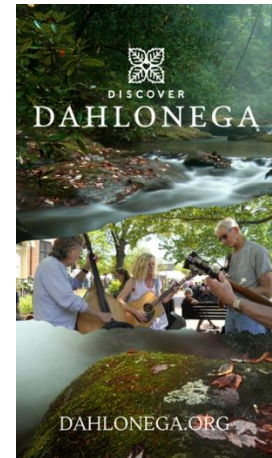
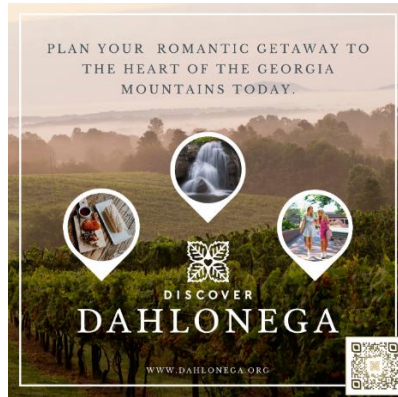
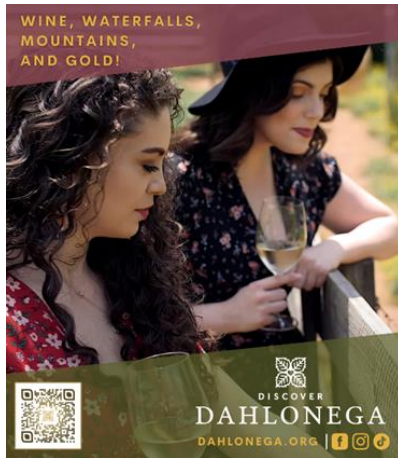
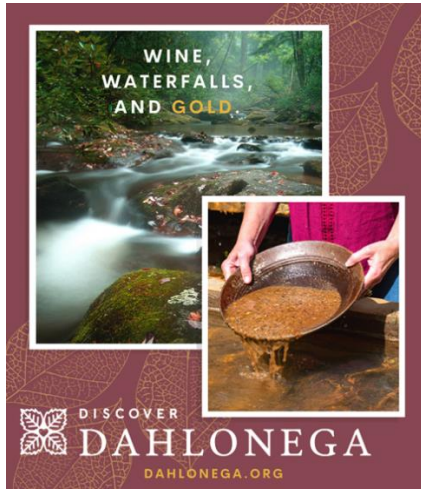
Appendix B: 2021 Mountain Region Visitor Spending Leaders by County

County	Lodging	Food & Beverage	Recreation	Retail	Transportation	Total	Growth Rate %
Fannin (Blue Ridge)	137.7	56.7	12.3	43.3	22.5	272.5	59.1 %
White (Cleveland)	87.0	55.7	15.9	44.7	26.2	229.5	50.3 %
Gilmer (Ellijay)	65.5	29.6	8.0	21.7	14.0	138.9	48.8 %
Rabun (Clayton)	64.3	29.4	11.3	22.1	12.6	139.7	36.9 %
Hall (Gainesville)	63.1	85.4	46.6	48.5	48.4	292.0	28.3 %
Barrow (Winder)	57.5	46.9	15.6	33.9	26.2	180.2	30.8 %
Bartow (Cartersville)	57.4	75.1	26.2	35.6	52.1	246.5	37.3 %
Union (Blairsville)	43.0	21.2	8.1	23.3	6.3	102.0	18.8 %
Towns (Hiawassee)	41.8	21.9	6.1	15.4	9.6	94.7	36.3 %
Forsyth (Cumming)	37.7	56.2	26.9	36.3	30.8	187.9	34.5 %
Whitfield (Dalton)	36.1	49.8	15.8	27.1	32.8	161.7	51.5 %
Lumpkin (Dahlonega)	30.8	22.9	6.2	17.1	11.8	88.9	44.0 %
Cherokee (Canton)	28.5	52.3	22.8	40.4	33.1	177.1	25.3 %
Dawson (Dawsonville)	28.3	18.2	5.6	37.3	8.3	97.7	25.8 %
Carroll (Carrollton)	26.4	50.0	15.2	24.9	33.6	150.1	22.3 %

Appendix C: Augusta National Billboards

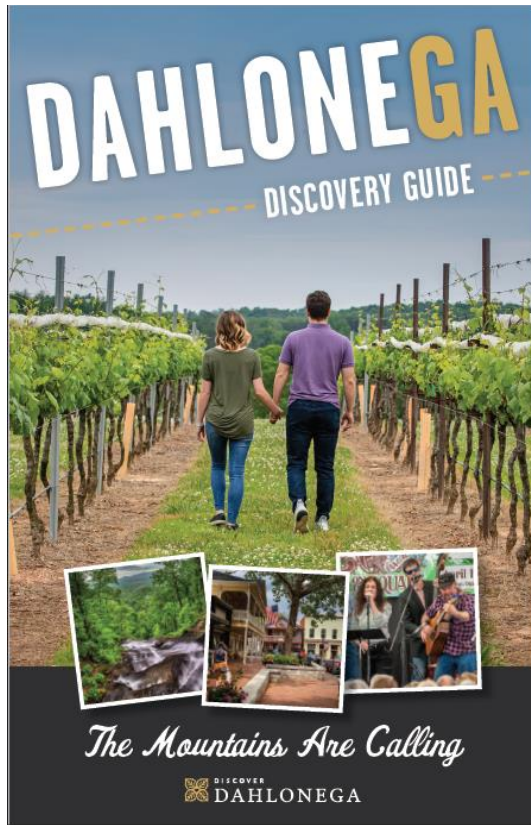


Appendix D: Print Advertising

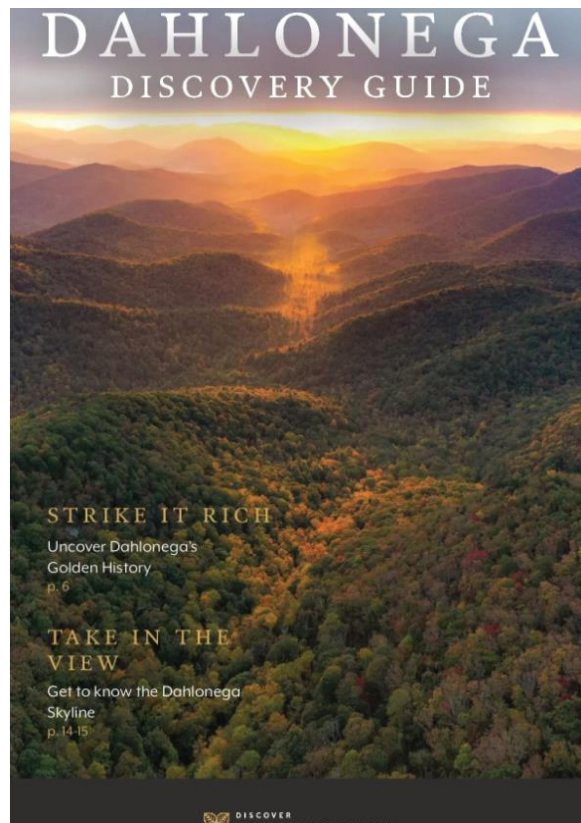


Appendix E: Visitor Guide Covers

2022 Cover

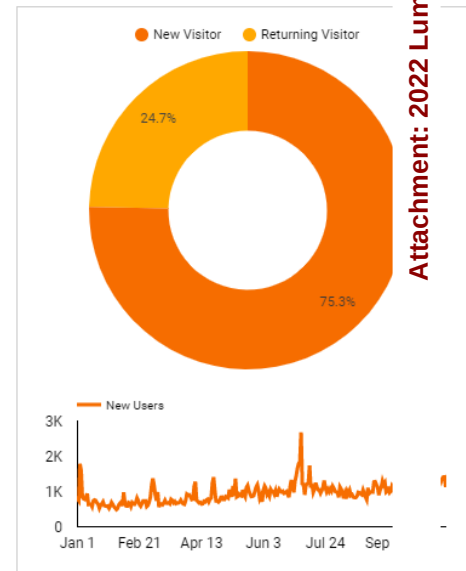
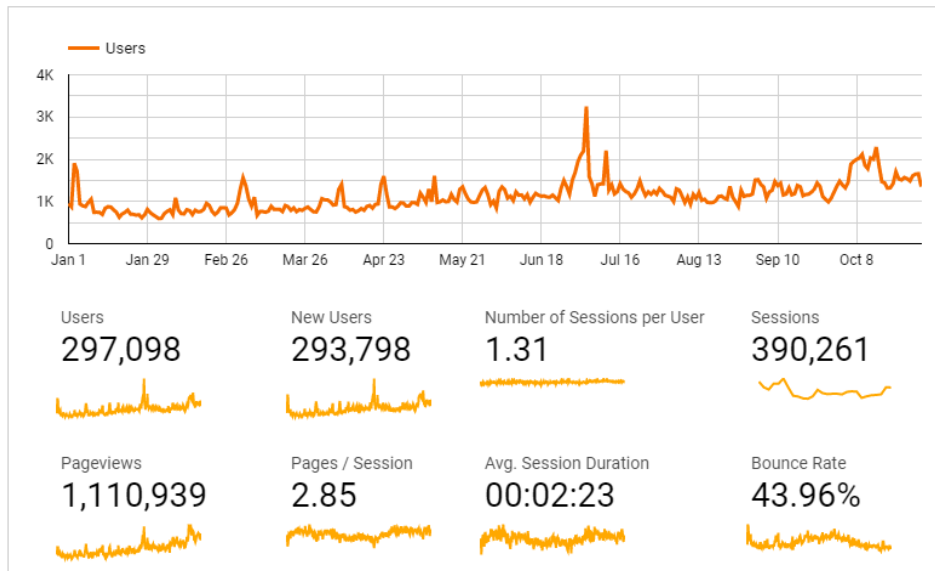


2023 Cover

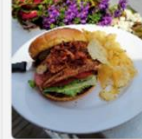
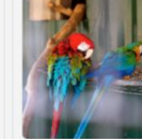
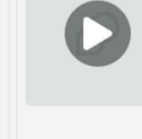
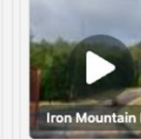


Appendix F: Website Analytics

Your audience at a glance



Appendix G: Social Media (randomized sample June 12-25)

Sunday 12	Monday 13	Tuesday 14	Wednesday 15	Thursday 16	Friday 17	Saturday 18
				National Fudge Day		
8:00 pm Discover Dahlonge... Take a glimpse of the past over at the Histori... 	12:00 pm Discover Dahlonge... Plan a Summer getaway to the mountains! 🌞 ... 	8:00 pm Discover Dahlonge... The question is, do you call them Cinnamon Rol... 	8:00 pm Discover Dahlonge... Lavender is in full bloom this June over at... 	12:00 pm Discover Dahlonge... Happy National Fudge day! 🍫 Celebrate with ... 	8:00 pm Discover Dahlonge... It's time to spend a day on the river with friend... 	8:00 pm Discover Dahlonge... Nothing better than a glass of rosé on a hot... 
	8:00 pm Discover Dahlonge... Catch us under the stars this summer at The... 					
Sunday 19	Monday 20	Tuesday 21	Wednesday 22	Thursday 23	Friday 24	Saturday 25
8:00 pm Discover Dahlonge... Hiking this summer? Here are some tips to... 	8:00 pm Discover Dahlonge... I don't know about you but this lunch special a... 	1:31 pm Discover Dahlonge... Vote The Dahlonge Plateau for Best Wine... 	8:00 pm Discover Dahlonge... A unique stay in Dahlonge's downtown... 	8:00 pm Discover Dahlonge... Are you ruffling your feathers, looking for a... 	4:29 pm Discover Dahlonge... 	8:00 pm Discover Dahlonge... Need an adrenaline-filled adventure? Take a look... 
		8:00 pm Discover Dahlonge... There's nothing better than a refreshing drink ... 			8:00 pm Discover Dahlonge... Forgot your hiking boots at home? 🥾 🥾 ... 	



Lumpkin County, Georgia

Parks and Recreation Department

Date: December 6, 2022

Agenda Item: Lumpkin County Indians 2022 3rd Grade Football Super Bowl Champions

Item Description: Lumpkin County Indians 2022 3rd Grade Football Super Bowl Champions

Attachments:
2022 3rd Grade Super Bowl Champions



Proclamation of Appreciation

3rd Grade Indians Football Team

Super Bowl Champions

***WHEREAS**, the Lumpkin County 3rd Grade Indians Football Team has made history by becoming the Mountain Football League Super Bowl Champions for the third year in a row; and*

***WHEREAS**, the team fought back after an initial loss to White County early in the season, and their rock-solid defense denied their opponents from scoring any touchdowns for the remainder of the year. During the explosive rematch with White County at the championship game, the Indians thrashed their competition with two decisive touchdowns to emerge victorious at 13-6; and*

***WHEREAS**, this exemplary team finished the 2022 season with 8 victories and only 1 loss, boasting an impressive 197 points scored with only 12 allowed; and*

***WHEREAS**, such an outstanding team would not be possible without the dedicated support from their parents and coaches. With a three-year record of 27 wins and only 2 losses, this group of young athletes will undoubtedly continue to shine in their future endeavors.*

***NOW THEREFORE, BE IT RESOLVED** that the Lumpkin County Board of Commissioners hereby honor the Lumpkin County Parks & Recreation 3rd Grade Indians Football Team and their Head Coach Craig Carpenter for their incredible achievements, and further proclaim December 20, 2022 as **Lumpkin County Parks & Recreation 3rd Grade Indians Football Team Day**.*

***IN WITNESS WHEREOF**, we have set our hand and caused the seal of Lumpkin County to be affixed this 20th day of December, 2022.*

Lumpkin County, Georgia

*Chris Dockery, Chairman
Lumpkin County Board of Commissioners*

Attest:

Melissa Witcher, County Clerk

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



November 1, 2022
 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	
Tucker Greene	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	
Jeffrey Moran	District 4 Commissioner	Present	

EXECUTIVE SESSION - Potential Litigation

Motion: Commissioner Mayfield moved to enter executive session and was seconded by Jeff Moran. The motion was approved and carried.

Executive Session began at 4:04 pm.

Motion: Commissioner Mayfield moved to exit executive session and re-enter regular session at 4:48 pm. The motion was seconded by Commissioner Greene. The motion was approved unanimously.

Chairman Dockery read aloud the following statement: "The Lumpkin County Board of Commissioners has authorized outside counsel to proceed with a lawsuit against the City of Dahlonega and its council members if there is no movement from the City Council before Friday, November 4th to work towards filing an updated LOST certificate with the Department of Revenue which accurately reflects a distribution agreed upon by both Lumpkin County and the City of Dahlonega."

PRESENTATIONS

1. Library Presentation

Library Presentation

Chairman Dockery asked Leslie Clark if there was a significant difference in the usage of the new library versus the old library. Ms. Clark said it is a bit difficult to compare because of the COVID pandemic beginning right when the new library was scheduled to open, but the circulation has definitely increased. Program attendance, audiobook rentals, and e-book rentals have all increased, though the computer usage has not been as high as was expected.

The Chairman inquired about the progress of getting the damaged column fixed, and Ms. Clark said she would look into it.

Commissioner Stringer asked some questions for clarification on the revenues and expenditures.

MINUTES

2. Board of Commissioners - Work Session - Oct 4, 2022 4:00 PM
3. Board of Commissioners - Public Hearing - Oct 18, 2022 5:15 PM
4. Board of Commissioners - Work Session II - Oct 18, 2022 5:30 PM
5. Board of Commissioners - Regular Meeting - Oct 18, 2022 6:00 PM

RESOLUTIONS

6. 2022 - 51 - Consideration of 2023 BOC Meeting Calendar (County Clerk Melissa Witcher)

Consideration of 2023 BOC Meeting Calendar

7. 2022 - 52 - Establish 2023 Lumpkin County Government Holiday Schedule (Community & Employee Services Director Alicia Davis)

Establish 2023 Lumpkin County Government Holiday Schedule

Commissioner Mayfield asked why Veterans Day was not included as a holiday for 2023. Mr. Ours, the County Manager, explained that according to policy, Veterans Day is only counted as a paid holiday when it falls on a weekday. Next year, it will be on a Saturday. Commissioner Mayfield said we should consider changing that.

8. 2022 - 53 - Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget (Finance Director Abby Branan)

Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget

9. 2022 - 54 - Resolution Updating the Fee Schedule (Finance Director Abby Branan)

Resolution Updating the Fee Schedule

Commissioner Stringer said some of the changes seemed arbitrary. He asked why we are considering increasing room rental fees for Park & Rec? The Park & Rec Manager, Mr. Chandler, said we are just trying to stay in line with what surrounding counties and municipalities are charging for their room fees.

10. 2022 - 55 - November Surplus Property (Finance Director Abby Branan)

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

11. 2022 - 56 - Reappoint Members to Building Committee

Reappoint Members to Building Committee

12. 2022 - 57 - Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

13. 2022 - 58 - Amend Chapter 42 - Roads, Sidewalks, & Other Public Places (Finance Director Abby Branan)

Amend Chapter 42 - Roads, Sidewalks, & Other Public Places. Consideration of amending Chapter 42.

14. 2022 - 59 - Amend 2022 Budget (Finance Director Abby Branan)

Resolution to Amend 2022 Budget

Chairman Dockery said he has been attending the Board of Health meetings since Commissioner Miller passed away. The Health Department has a very robust fund balance, and the County gives them an appropriation of around \$110,000 per year. They are requesting to replace one vehicle, with the possibility of replacing two more vehicles. The Chairman explained their vehicles are owned by the County, and the vehicles in question do not meet the County Fleet replacement policy. There is an opportunity to replace their vehicles and repurpose them somewhere else in the County fleet.

Commissioner Stringer asked if our appropriation would change, and the Chairman said we might alter it. Abby Branan, the Finance Director, said the Health Department has been asking for vehicle replacements for some time, so this is how they are choosing to go about it. If approved, the 2022 Health Department appropriation will be decreased and the Capital Budget will be increased by the cost of the replacement vehicle. If the other two vehicles are purchased, the Health Department will fully fund the purchase since they do not meet the criteria of the Fleet Replacement Policy. If approved, the County will pay for the vehicles and bill the Health Department for the replacement costs.

Chairman Dockery asked if the new vehicles purchased will still be owned by the BOC. Ms. Branan said the County will own and insure the vehicles, but the Board of Health will be billed for the cost of the insurance.

CONTRACTS/AGREEMENTS

15. 2022-072 - CJCC VOCA (Victims of Crime Act) - MOA (Finance Director Abby Branan)

CJCC VOCA (Victims of Crime Act) - MOA. This is a placeholder for the MOA for the Victims' Assistance Program. Funding information is not available at this time but is anticipated in the near future. Additional information will be provided once available.

16. 2022-073 - CJCC VOCA – Financial Administration – District Attorney (Finance Director Abby Branan)

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

17. 2022-075 - Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate (Probate Judge Michael Chastain)

Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate. To renew Probation Contract with Capital Probation Management, Inc.

Chairman Dockery asked when was the last time we bid this out, and does any other company offer these services? The County Clerk, Ms. Witcher, said she spoke with Judge Maxwell regarding this contract. He said there is only one other company that does it, but he thinks they are not interested in participating. Ms. Witcher noted the probationer pays the fees, not the County. Chairman Dockery said regardless of that, we need to be fair and let it be known that we are looking for other participants. If the other company is not interested, that needs to be verified.

18. 2022-076 - Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate (Magistrate Judge Wil Maxwell)

Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate

19. 2022-077 - IWORQ Road Department Work Order Tracking Software Purchase (Public Works Director Larry Reiter)

IWORQ Road Department Work Order Tracking Software Purchase. Request to purchase software to be used to track and report Road Department work orders.

Commissioner Stringer asked if the Road Department is having issues now with the way they handle maintenance requests. Mr. Ours said they currently just use an excel spreadsheet, and this software will be more efficient. Commissioner Stringer commented that it seemed expensive.

20. 2022-078 - 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.

Commissioner Mayfield asked if there is anything that might change within the next 12 months. Mr. Ours said there may be an opportunity to handle things differently. Union County may have a model worth looking at. Mr. Ours said he and Chairman Dockery are going to meet with them soon to discuss their transfer station model. He advised going month-to-month until we explore all of the options.

21. 2022-079 - Recycling IGA with Hall County (Public Works Director Larry Reiter)

Recycling IGA with Hall County

22. 2022-080 - Stryker ProCare Maintenance Agreement (EMS Director David Wimpy)

Stryker ProCare Maintenance Agreement. This is an annual agreement to provide maintenance for the Cardiac Heart monitors and Lucas CPR devices that the Emergency Services Department owns.

23. 2022-081 - GMP for New Recreation Center (Special Projects Director Ashley Peck)

GMP for New Recreation Center

24. 2022-082 - Cell Tower Lease Amendment at Fire Station

Cell Tower Lease Amendment at Fire Station

25. 2022-083 - Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG (Planning Director Bruce Georgia)

Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG. Agreement Dated October 22, 2021 Between Pictometry International Corp. ("Pictometry") And Lumpkin County, Ga ("Customer").

Commissioner Mayfield asked for some more clarification on what this contract is for. Bruce Georgia, the Planning Director, said this imagery is used for qPublic and for our GIS. This will provide more than just rooftop imagery; they also provide aerial imagery with oblique angles, which is useful for investigating if there are unpermitted structures.

Chairman Dockery asked why we are not using the Georgia Mountains Regional Commission for our aerial imagery services. Mr. Georgia explained their Pictometry is able to provide 3-inch resolution versus 6-inch, and GMRC also does not do the oblique angles. Additionally, GMRC has a much longer turnaround time with their product. Mr. Georgia said anyone will be able to view this imagery on our qPublic page.

OTHER ITEMS

26. 2020 SPLOST 2022 Work Plan Amendment (Finance Director Abby Branan)

2020 SPLOST 2022 Work Plan Amendment Request to amend the 2022 work plan for the 2020 SPLOST program.

27. 2019 TSPLOST 2020 Work Plan Amendment (Finance Director Abby Branan)

2019 TSPLOST 2020 Work Plan Amendment

Ms. Branan said she was still waiting on a quote, so the information is not in the meeting notebook. She explained that Larry Reiter, the Public Works Director, had intended to request a Komatsu trackhoe on the 2023 Workplan, but he learned the prices are going to go up. He found a quote for a good price and would like to go ahead and order it.

Chairman Dockery asked what is so special about Komatsu? She explained that Mr. Reiter asked around to different counties, and they all have had far fewer issues with the Komatsu trackhoe than other brands.

28. Fitness Court Discussion (Finance Director Abby Branan)

Consideration of partnership with National Fitness Campaign for installation of a Fitness Court

Ms. Branan said a third party does the installation. Commissioner Moran said he is interested in the idea, but it seems expensive. Chairman Dockery said it does come with a \$30,000 grant, and there is the opportunity for corporate sponsorships. This would be a good asset for people who want to exercise at Yahoola Park.

Commissioner Stringer said he is still metaphorically nursing his wounds from the basketball court situation. He does not want to use taxpayer money for this. The Chairman agreed that he does not want to use taxpayer dollars, but he believes we can get the corporate sponsors to get it together. Since it will be good for increasing community health, perhaps local health organizations like NGHS would be supportive. Ms. Branan explained the Fitness Court representatives don't have a preference for how it is paid for. It is possible for the project to be fully funded by sponsorships. She just wanted to provide multiple options in her staff analysis.

29. New Recreation Center Update (County Manager Alan Ours)

New Recreation Center Update. The New Recreation Center is currently out for bid. It is expected that Board approval for the guaranteed maximum price will be requested at your November 15, 2022 meeting. However, this could be delayed. A large addendum was submitted to the contractor by the architect, which has delayed the bid opening to November 8th, which could affect the timing of Board consideration for the GMP. The project consists of a gymnasium that includes two regulation high school basketball courts that can also be used for volleyball and pickleball, indoor meeting space, a concession stand and restrooms. The Center will have six outdoor pickleball courts, an eight lane 25-yard swimming pool, a zero-entry splash pad, a lazy river and two cork screw water slides. The swimming pool can be used for the recreation swim team and also for recreational swimming. The current schedule anticipates completion in March 2024. A complete schedule is attached.

Mr. Ours said the design phase is finished and the project is out for bid. It will include a building with restrooms and meeting rooms, two high school regulation basketball courts that can be used for volleyball and pickleball, a concession stand, and six outdoor pickleball courts. The site will also include an eight lane 25-yard swimming pool, a zero-entry splash pad, lazy river, and two cork screw water slides. The pool will have the ability for heaters and a bubble to be added in the future, and the swim team has expressed interest in raising funds for that. Space will be included for cabanas and other lounge areas.

Mr. Ours said they hope to deliver the GMP two weeks from now, but it could vary. Commissioner Greene asked about the addendum. Chairman Dockery explained that was for lots of small clarifications for the subcontractors.

COUNTY MANAGER

Mr. Ours shared an update on the replacement column for the library. It has been on order from California for a few weeks, but it should be here in two weeks. Our buildings staff is going to prep the site before arrival of the new column.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene brought up the fee schedule update and asked Wade Chandler when was the last time the fees were increased. Mr. Chandler said it was probably about four years ago.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:42 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Nov 1, 2022 4:00 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



November 15, 2022
 5:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:31 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	

CONSIDERATION OF MINUTES

1. Board of Commissioners - Work Session - Oct 4, 2022 4:00 PM
2. Board of Commissioners - Public Hearing - Oct 18, 2022 5:15 PM
3. Board of Commissioners - Work Session II - Oct 18, 2022 5:30 PM
4. Board of Commissioners - Regular Meeting - Oct 18, 2022 6:00 PM

RESOLUTIONS

5. 2022 - 51 - Consideration of 2023 BOC Meeting Calendar (County Clerk Melissa Witcher)

Consideration of 2023 BOC Meeting Calendar

6. 2022 - 52 - Establish 2023 Lumpkin County Government Holiday Schedule (Community & Employee Services Director Alicia Davis)

Establish 2023 Lumpkin County Government Holiday Schedule

7. 2022 - 53 - Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget (Finance Director Abby Branan)

Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget

8. 2022 - 54 - Resolution Updating the Fee Schedule (Finance Director Abby Branan)

Resolution Updating the Fee Schedule

Minutes Acceptance: Minutes of Nov 15, 2022 5:30 PM (MINUTES)

9. 2022 - 55 - November Surplus Property (Finance Director Abby Branan)

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

10. 2022 - 56 - Reappoint Members to Building Committee

Reappoint Members to Building Committee

11. 2022 - 57 - Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Chairman Dockery said the appointment for Seat 4 will be removed from the agenda.

12. 2022 - 58 - Amend Chapter 42 - Roads, Sidewalks, & Other Public Places (Finance Director Abby Branan)

Amend Chapter 42 - Roads, Sidewalks, & Other Public Places. Consideration of amending Chapter 42.

Chairman Dockery read from paragraph F: "Signs damaged or stolen after installation will not be replaced until the cost of the replacement has been paid to the County. Replacement cost of the sign will be the County cost of the sign plus 20 percent, which will include the cost of the installation."

Chairman Dockery said the wording is confusing. Finance Director Abby Branan explained that was not a section that was going to be changed. The only thing being changed in Chapter 42 is any specific mentions of costs are being removed and replaced with a reference to the Fee Schedule.

Commissioner Mayfield said we should remove that last sentence if we aren't charging them for the installation. Larry Reiter, the Public Works Director, said the cost of the sign is listed in the fee schedule, so the change will just reference the fee schedule instead of spelling out the cost in Chapter 42. Chairman Dockery said if that is the case, then the entire last sentence just needs to be removed.

13. 2022 - 59 - Amend 2022 Budget (Finance Director Abby Branan)

Resolution to Amend 2022 Budget

14. 2022 - 60 - Resolution Appointing Standby Counsel

Resolution Appointing Standby Counsel

CONTRACTS/AGREEMENTS

15. 2022-075 - Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate (Probate Judge Michael Chastain)

Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate. To renew Probation Contract with Capital Probation Management, Inc.

16. 2022-076 - Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate (Magistrate Judge Wil Maxwell)

Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate

17. 2022-078 - 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.

18. 2022-079 - Recycling IGA with Hall County (Public Works Director Larry Reiter)

Recycling IGA with Hall County

19. 2022-080 - Stryker ProCare Maintenance Agreement (EMS Director David Wimpy)

Stryker ProCare Maintenance Agreement. This is an annual agreement to provide maintenance for the Cardiac Heart monitors and Lucas CPR devices that the Emergency Services Department owns.

20. 2022-082 - Cell Tower Lease Amendment at Fire Station

Cell Tower Lease Amendment at Fire Station

21. 2022-083 - Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG (Planning Director Bruce Georgia)

Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG. Agreement Dated October 22, 2021 Between Pictometry International Corp. (“Pictometry”) And Lumpkin County, Ga (“Customer”).

Planning Director Bruce Georgia said since the last meeting, he received an e-mail from Pictometry that the City contacted them and wanted to add more services. Mr. Georgia told him that if the City wanted to add additional services that were only for the city limits, then they could do their own contract with Pictometry.

22. 2022-084 - GDOT 5311 FY2024 Application (Public Works Director Larry Reiter)

GDOT 5311 FY2024 Application. GDOT 5311 FY2024 Application. APPLICATION SUBMISSION FFY 2024 (July 1, 2023 -June 30, 2024) Lumpkin County Board of Commissioners is required to submit an application each year to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program. The deadline for the application submission is November 1, 2022

23. 2022-085 - McKenney’s, Inc. Contract Ratification (Finance Director Abby Branan)

McKenney’s, Inc. Contract Ratification. Consideration of McKenney’s Inc.’s Terms & Conditions for repair of the Detention Center boiler flue.

OTHER ITEMS

24. Fitness Court Discussion (Finance Director Abby Branan)

Consideration of partnership with National Fitness Campaign for installation of a Fitness Court

Chairman Dockery said we kind of left this up in the air last time. It would be a good addition for Yahoola Park, but he is not in favor of using County funds for it. It comes with a \$30,000 grant, and we can try to obtain corporate sponsors or donors to fund it. Commissioner Greene asked for more information on how this was brought before the County. Chairman Dockery said he was informed of the opportunity via e-mail and he reached out to Mr. Ours and Ms. Branan about it. They have already received some interest from corporate sponsors. Before we can proceed, however, we need a commitment from the BOC.

Commissioner Greene asked if there is a timestamp on the grant funds? Ms. Branan said it is a recurring cycle, so we have time. If the BOC agrees, we will submit a nonbinding application to the National Fitness Campaign and funding can be figured out later. Part of the application process is to look at locations for the fitness court.

25. LCWSA Request for ARPA Funds for Wastewater Treatment Plant Acquisition (Water & Sewer Authority Director Sean Phipps)

LCWSA Request for ARPA Funds for Wastewater Treatment Plant Acquisition. LCWSA request for use of Lumpkin County ARPA funds to purchase private wastewater treatment plant at Red Oak Flats Road Industrial Park.

Chairman Dockery said this is a critical piece of infrastructure.

26. 2019 TSPLOST 2022 Work Plan Amendment (Finance Director Abby Branan)

2019 TSPLOST 2022 Work Plan Amendment. Request to amend 2022 work plan on the 2019 TSPLOST.

Ms. Branan said this workplan amendment was on the work session agenda, but it has been updated. We've removed the excavator, but we added the section about the bridge at Yahoola Creek Park. During the redecking of the bridges, they discovered an issue. Mr. Reiter said when we stripped the decking, several of the stringers on the bridge were rusted out to the point that they need to be replaced immediately. Some do not have much of a lifespan left. In total, 54 of the stringers need to be replaced. There are 600 total stringers across both bridges. 17 need to be replaced on the current bridge, 22 on the unstripped bridge, and the remainder are on the foot bridges.

Chairman Dockery pointed out that those bridges were former Army surplus. Mr. Reiter confirmed that we purchased all of the bailey bridges in the park, as well as a few more out in the County, for only \$3,000. Commissioner Greene asked what the life expectancy for the stringers is, and Mr. Reiter said it is about 50 years.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Chairman Dockery thanked Larry Reiter for everything he has done while working for the County, and said we will certainly miss his expertise and wealth of knowledge. The Chairman said he will be missed, and we all wish him well on his future endeavors.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 5:57 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher

County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Nov 15, 2022 5:30 PM (MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



November 15, 2022
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:03 PM by Chairman Chris Dockery

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

INVOCATION

CONSIDERATION OF AGENDA

Motion: A motion was made by District 3 Commissioner Stringer to approve the agenda with the removal of Seat 4 from Item 11. The motion was seconded by District 1 Commissioner Greene. 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 2 Commissioner Mayfield. The motion was approved and carried.

1. Board of Commissioners - Work Session - Oct 4, 2022 4:00 PM
2. Board of Commissioners - Public Hearing - Oct 18, 2022 5:15 PM
3. Board of Commissioners - Work Session II - Oct 18, 2022 5:30 PM
4. Board of Commissioners - Regular Meeting - Oct 18, 2022 6:00 PM

RESOLUTIONS

5. 2022 - 51 - Consideration of 2023 BOC Meeting Calendar (County Clerk Melissa Witcher)

Consideration of 2023 BOC Meeting Calendar

Minutes Acceptance: Minutes of Nov 15, 2022 6:00 PM (MINUTES)

Motion: A motion was made by District 1 Commissioner Greene to approve Consideration of 2023 BOC Meeting Calendar. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

6. 2022 - 52 - Establish 2023 Lumpkin County Government Holiday Schedule (Community & Employee Services Director Alicia Davis)

Establish 2023 Lumpkin County Government Holiday Schedule

Motion: A motion was made by District 4 Commissioner Moran to approve Establish 2023 Lumpkin County Government Holiday Schedule. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

7. 2022 - 53 - Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget (Finance Director Abby Branan)

Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget

Motion: A motion was made by District 2 Commissioner Mayfield to approve Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

8. 2022 - 54 - Resolution Updating the Fee Schedule (Finance Director Abby Branan)

Resolution Updating the Fee Schedule

Motion: A motion was made by District 1 Commissioner Greene to approve Resolution Updating the Fee Schedule. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

9. 2022 - 55 - November Surplus Property (Finance Director Abby Branan)

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

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

10. 2022 - 56 - Reappoint Members to Building Committee

Reappoint Members to Building Committee

Motion: A motion was made by Chairman Dockery to approve by acclamation. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

11. 2022 - 57 - Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board

Motion: A motion was made by Chairman Dockery to appoint Jason Davis to Seat 2 with a term expiring 12/31/2024. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

12. 2022 - 58 - Amend Chapter 42 - Roads, Sidewalks, & Other Public Places (Finance Director Abby Branan)

Amend Chapter 42 - Roads, Sidewalks, & Other Public Places. Consideration of amending Chapter 42.

Motion: A motion was made by District 1 Commissioner Greene to approve the amendment to Chapter 42 pending the removal of the last sentence in section 42-1 (f). The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

13. 2022 - 59 - Amend 2022 Budget (Finance Director Abby Branan)

Resolution to Amend 2022 Budget

Motion: A motion was made by District 4 Commissioner Moran to approve Amend 2022 Budget. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

14. 2022 - 60 - Resolution Appointing Standby Counsel

Resolution Appointing Standby Counsel

Motion: A motion was made by Chairman Dockery to approve Resolution Appointing Standby Counsel. 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

15. 2022-075 - Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate (Probate Judge Michael Chastain)

Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate. To renew Probation Contract with Capital Probation Management, Inc.

Motion: A motion was made by District 3 Commissioner Stringer to approve Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

16. 2022-076 - Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate (Magistrate Judge Wil Maxwell)

Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate

Motion: A motion was made by District 4 Commissioner Moran to approve Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

17. 2022-078 - 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 course of action B, which is to not renew the contract and instead operate month to month through January 2023, and then to revisit in February. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

18. 2022-079 - Recycling IGA with Hall County (Public Works Director Larry Reiter)

Recycling IGA with Hall County

Motion: A motion was made by District 3 Commissioner Stringer to approve Recycling IGA with Hall County. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

19. 2022-080 - Stryker ProCare Maintenance Agreement (EMS Director David Wimpy)

Stryker ProCare Maintenance Agreement. This is an annual agreement to provide maintenance for the Cardiac Heart monitors and Lucas CPR devices that the Emergency Services Department owns.

Motion: A motion was made by District 4 Commissioner Moran to approve Stryker ProCare Maintenance Agreement. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

20. 2022-081 - GMP for New Recreation Center (Special Projects Director Ashley Peck)

GMP for New Recreation Center

This will be discussed at a Special Called Meeting on November 28 at 4 pm.

21. 2022-082 - Cell Tower Lease Amendment at Fire Station

Cell Tower Lease Amendment at Fire Station

Motion: A motion was made by District 2 Commissioner Mayfield to approve Cell Tower Lease Amendment at Fire Station. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

22. 2022-083 - Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG (Planning Director Bruce Georgia)

Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG. Agreement Dated October 22, 2021 Between Pictometry International Corp. ("Pictometry") And Lumpkin County, Ga ("Customer").

Motion: A motion was made by District 3 Commissioner Stringer to approve Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

23. 2022-084 - GDOT 5311 FY2024 Application (Public Works Director Larry Reiter)

GDOT 5311 FY2024 Application. GDOT 5311 FY2024 Application. APPLICATION SUBMISSION FFY 2024 (July 1, 2023 -June 30, 2024) Lumpkin County Board of Commissioners is required to submit an application each year to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program. The deadline for the application submission is November 1, 2022

Motion: A motion was made by District 1 Commissioner Greene to approve GDOT 5311 FY2024 Application. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

24. 2022-085 - McKenney's, Inc. Contract Ratification (Finance Director Abby Branan)

McKenney's, Inc. Contract Ratification. Consideration of McKenney's Inc.'s Terms & Conditions for repair of the Detention Center boiler flue.

Motion: A motion was made by District 3 Commissioner Stringer to approve McKenney's, Inc. Contract Ratification. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

OTHER ITEMS

25. Fitness Court Discussion (Finance Director Abby Branan)

Consideration of partnership with National Fitness Campaign for installation of a Fitness Court

Motion: A motion was made by District 4 Commissioner Moran to approve under certain conditions: That the County will identify and provide the location, but the funding will be through sponsors and donors, not tax dollars. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

26. LCWSA Request for ARPA Funds for Wastewater Treatment Plant Acquisition (Water & Sewer Authority Director Sean Phipps)

LCWSA Request for ARPA Funds for Wastewater Treatment Plant Acquisition. LCWSA request for use of Lumpkin County ARPA funds to purchase private wastewater treatment plant at Red Oak Flats Road Industrial Park.

Motion: A motion was made by District 2 Commissioner Mayfield to approve LCWSA Request for ARPA Funds for Wastewater Treatment Plant Acquisition. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

27. 2019 TSPLOST 2022 Work Plan Amendment (Finance Director Abby Branan)

2019 TSPLOST 2022 Work Plan Amendment. Request to amend 2022 work plan on the 2019 TSPLOST.

Motion: A motion was made by District 4 Commissioner Moran to approve 2019 TSPLOST 2022 Work Plan Amendment. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Chairman Dockery shared details of his recent trip to Union County to see their transfer station and recycling operations. He commented that it was run exceptionally well, and he learned about a lot of useful possibilities that might work in Lumpkin County. He hopes to share more about it with the BOC at their retreat.

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, and the meeting adjourned at 6:26 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Nov 15, 2022 6:00 PM (MINUTES)

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



November 28, 2022
 4:00 P.M.

Call to Order

The meeting was called to order at 4:10 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	

Consideration of Agenda

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

Contract

1. 2022-081 - GMP for New Recreation Center (Finance Director Abby Branan)

GMP for New Recreation Center. Consideration of GMP for Recreation Center

Chairman Dockery went over each item line by line on the bid package sheet, and explained some of the changes they had made in the meeting with Carroll-Daniel for cost reduction or improvements. Not included on the sheet were tap fees, third party testing and inspection, and FF&E (furniture, fixtures, & equipment). They had considered removing the starting blocks from the pool, but the Chairman thought it would be better to leave them in for competitions.

Chairman Dockery emphasized the need to ensure the concrete will accommodate a pavilion in the future. He said it was recommended to remove the pergolas, since they would be composed of pressure-treated 2 x 10 boards. Within only a few years, those would degrade and require maintenance. However, there is an allowance in FF&E for cabanas (structures covered with a cloth overhang), which will be available for rent. Regarding the pavilion, Chairman Dockery recommended waiting and bidding it out separately from this contract.

There was discussion over pool heaters. Mr. Ours, the County Manager, said he spoke with Leah Smith about it, and she said that for our climate, we would not need heaters if we had a bubble membrane covering the pool. The environment inside would be sufficiently warm. Regarding the bubble membrane foundation, Chairman Dockery said the County does not need to do that. Someone can fundraise for the membrane and foundation, or the school system can assist. He said it should not be the responsibility of the County to pay for a structure that would be for the school's swim team, and Park & Rec does not have a swim team.

The representative from Carroll Daniel also pointed out that it would be impossible to design the foundation for a bubble membrane right now, because you would need to know exactly what kind of bubble you are putting in. Each type will have different specifications for the foundation.

Chairman Dockery continued to review some of the cost-saving measures that had been recommended, including removing the mist system from under the lazy river bridge, removing the powder coating on the galvanized metal slides, and removing the UV purification system from the competition pool. The Chairman had been informed that since the pool will now be outside, a UV purification system is not necessary due to sunlight.

Commissioner Moran said he had heard from several senior citizens who were concerned about adequate shade. If they are with their grandchildren at the pool, they will want access to shade. Chairman Dockery said the cabanas will be a source of shade, and perhaps we can find a community sponsor to provide a pavilion.

Commissioner Stringer asked for a review of the funding. Finance Director Abby Branan displayed the funding breakdown and discussed interest and debt service. Mr. Ours discussed landscaping and how the FF&E number will probably need some fine-tuning. With the adjustments from the initial meeting, the GMP is expected to be \$12,995,644.

Motion: *Commissioner Mayfield moved to approve the GMP with the stipulation that Chairman Dockery is authorized to execute a GMP addendum to the contract. The motion was seconded by Commissioner Greene, and the motion was approved unanimously.*

2. 2022-086 - Terminus Municipal Advisors LLC – Limited Municipal Advisor Services (Finance Director Abby Branan)

Terminus Municipal Advisors LLC – Limited Municipal Advisor Services. Consideration of a limited municipal advisor services contract to invest bond proceeds.

Motion: *A motion was made by District 2 Commissioner Mayfield to approve Terminus Municipal Advisors LLC – Limited Municipal Advisor Services. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.*

Adjournment

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

The meeting ended at 5:20 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Nov 28, 2022 4:00 PM (MINUTES)



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 6, 2022

Agenda Item: Resolution Declaring Results of Election to Impose LC TSPLOST & Authorize Issuance of Sales Tax Debt

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

LUMPKIN COUNTY RESOLUTION 2022 – 61

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

WHEREAS, pursuant to a resolution adopted by the Board of Commissioners of Lumpkin County, Georgia (the “Board of Commissioners”) on September 20, 2022, the Board of Elections of Lumpkin County (the “Board of Elections”) called an election (the “Election”), which was held on November 8, 2022 in Lumpkin County, Georgia (the “County”); and

WHEREAS, the Election submitted to the qualified voters of the County for their determination the question of whether a single county one percent sales and use tax (the “TSPLOST”) shall be levied on all sales and uses in the County for a period of time not to exceed five years to raise not more than \$20,000,000 for the purpose of funding various transportation purposes and projects for the County (the “County Projects”), various transportation purposes and projects for the City of Dahlonega, Georgia (the “City Projects”), and a joint project (the “Joint Project”); and

WHEREAS, voter approval in the County to impose the TSPLOST also constitutes approval of the issuance of general obligation debt of the County in the principal amount of \$7,000,000 (the “County Debt”), the proceeds of which shall be used to fund the County Projects, the Joint Project, capitalized interest on the County Debt and the costs of issuing the County Debt; and

WHEREAS, the Board of Elections canvassed the returns, declared the result of the Election and certified the result to the Secretary of State of the State of Georgia and to the state revenue commissioner as set forth in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lumpkin County and IT IS HEREBY RESOLVED by authority of the same as follows:

(A) The Election resulted in favor of the imposition of the TSPLOST and the issuance of the County Debt by an affirmative vote of a majority of the qualified voters of the County voting in the Election, and the imposition of the TSPLOST and the issuance of the County Debt have been authorized as required by law.

(B) The Clerk of the Board of Commissioners is hereby authorized and directed to deliver an executed copy of this resolution to the Board of Elections of the County.

(C) The proper officers and agents of the County are hereby authorized and directed to take any and all further actions as may be required in connection with the imposition of the TSPLOST and to validate the County Debt.

(D) This resolution shall take effect immediately upon its adoption.

Adopted this ____ day of _____, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Public Works Department

Date: December 6, 2022

Agenda Item: Resolution to Abandon Fred Burns Road

Item Description: Resolution to Abandon Fred Burns Road

In 2021, the County received a request to abandon a portion of Fred Burns Road as highlighted in yellow on the survey attached hereto as Exhibit 'A'.

After inspection of the road, the public works department recommended approval of the request as no substantial public purpose is served by such portion of Fred Burns Road; however, additional right of way will be needed to construct a turnaround at the end of the road.

The Board of Commissioners voted to start the abandonment process at its meeting on June 15, 2021.

Maynard Family Properties, LLC, has agreed to donate the required additional right of way, which is depicted as 0.101 acres on the survey attached hereto as Exhibit 'A'. The final survey of the additional right of way was not recorded until November 7, 2022.

Notice of the County's intent to abandon a portion of Fred Burns Road has been delivered by mail to all property owners with property located on such portion of Fred Burns Road, and notice will be published in The Dahlonega Nugget on December 7, 2022, and December 14, 2022.

A public hearing on the abandonment will be held on December 20, 2022, at 5:15 p.m., in the Commissioners Boardroom in the Lumpkin County Administration Building located at 99 Courthouse Hill, Dahlonega, Georgia.

<Insert Resolution Here>

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Fred Burns Rd Abandonment Sketch

P2022000240

BK:2022 PG:256-256

FILED IN OFFICE
CLERK OF COURT
11/07/2022 11:12 AM
RITA HARKINS, CLERK
SUPERIOR COURT
LUMPKIN COUNTY, GA

Rita Harkins

6793028691
PARTICIPANT ID

RESERVED FOR CLERK'S FILING INFORMATION

THIS SURVEYOR DOES NOT GUARANTEE
THAT ALL EASEMENTS AFFECTING THIS
PROPERTY ARE SHOWN.

THE FIELD DATA UPON WHICH THIS PLAT
IS BASED HAS A POSITIONAL TOLERANCE
NOT EXCEEDING 0.10
LINE, AND WAS NOT ADJUSTED.
THIS PLAT HAS BEEN CALCULATED FOR
CLOSURE AND IS FOUND TO BE ACCURATE
WITHIN ONE FOOT IN 98538 FEET.

EQUIPMENT USED: TRIMBLE S6 ROBOTIC

THIS SURVEY WAS PREPARED WITHOUT THE
AID OF A TITLE SEARCH AND IS SUBJECT
TO ANY AND ALL DISCLOSURES THAT A
TITLE SEARCH MAY YIELD.

THIS SURVEY IS CERTIFIED SOLELY TO
THE PARTY OR PARTIES NAMED HEREON.

UTILITIES WERE NOT LOCATED
AS PART OF THE SCOPE OF THIS SURVEY

LINE	BEARING	DISTANCE
L1	S01°09'46"W	53.27'
L2	S30°46'46"E	56.40'
L3	S29°50'28"E	45.21'
L4	S27°54'00"E	69.04'
L5	S25°39'37"W	25.66'
L6	S66°09'21"W	32.94'
L7	S66°09'21"W	60.00'
L8	S23°50'39"E	60.00'
L9	N88°14'59"E	34.11'
L10	S83°18'27"E	32.97'

MAYNARD FAMILY PROPERTIES LLC
DB 1484 PG 565
PB 27 PG 82

The division of land as indicated on this Plat
has been reviewed and determined to be in
compliance with the Regulations of Lumpkin
County and is approved for recording.

Jeannette 10/18/2022
Planning Director Date

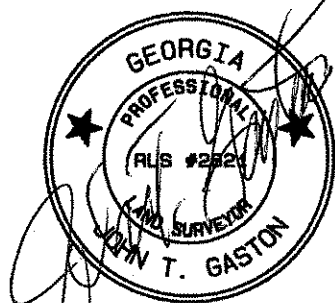


EXHIBIT 'A'

P/L

N/F = NOW OR FORMERLY
C/L = CENTER LINE
P/L = PROPERTY LINE
R/W = RIGHT OF WAY
DB = DEED BOOK
PB = PLAT BOOK
PG = PAGE
CAB = PLAT CABINET
SL = SLIDE
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
TBS = 1/2" REBAR TO BE SET

(PB 27 PG 82)

(POC)
1/2" REBAR FOUND
AT ANGLE IRON
BEING CORNER COMMON
TO JOEL T BURNS
(TAX PARCEL-042 090)
& MAYNARD FAMILY PROP. LLC
(TAX PARCEL-041 014)
ON THE NORTHERLY
60' R/W OF FRED BURNS RD.

GATE

L2-L5
C/L OF EXISTING
GRAVEL ROAD

JOEL T BURNS
DB V30 PG 450

SOUTHERLY LIMIT
OF PROPOSED
R/W ABANDONMENT

(POB)
1/2"
REBAR
SET

1/2"
REBAR
SET

0.101
ACRES

A PORTION OF
TAX PARCEL
041 012

1/2"
REBAR
SET

1/2"
REBAR
FOUND

END OF
ASPHALT
SURFACE

30' EASEMENT

AS PER PB 27 PG 82

BECKY B BURNS
DB E35 PG 269
PB 27 PG 82

FRED BURNS ROAD

60' R/W
COUNTY ROAD INDEX
INFO SHEET

SCALE 1 INCH = 40 FEET



AS REQUIRED BY SUBSECTION (D) OF O.C.G.A.
SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED
BY A LAND SURVEYOR AND APPROVED BY ALL
APPLICABLE LOCAL JURISDICTIONS FOR RECORDING
AS EVIDENCED BY APPROVAL CERTIFICATES,
SIGNATURES, STAMPS, OR STATEMENTS HEREON.
SUCH APPROVALS OR AFFIRMATIONS SHOULD BE
CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL
BODIES BY ANY PURCHASER OR USER OF THIS
PLAT AS TO INTENDED USE OF ANY PARCEL.
FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR
CERTIFIES THAT THIS PLAT COMPLIES WITH THE
MINIMUM TECHNICAL STANDARDS FOR PROPERTY
SURVEYS IN GEORGIA AS SET FORTH IN THE RULES
AND REGULATIONS OF THE GEORGIA BOARD OF
REGISTRATION FOR PROFESSIONAL ENGINEERS AND
LAND SURVEYORS AND AS SET FORTH IN O.C.G.A.
SECTION 15-6-67.

John T. Gaston

PLAT OF RIGHT-OF-WAY PARCEL FOR

MAYNARD FAMILY PROPERTIES LLC

LAND LOT 631, 12TH DISTRICT, 1ST SECTION
LUMPKIN COUNTY, GEORGIA

LSF # 1074: ALTASURV LLC dba

GEOIMAGE

LAND SURVEYING, LAND PLANNING & DESIGN
21 ENOTA STREET, DAHLONEGA, GA 30533, (706) 864-7298

PLAT DATE: FEBRUARY 15, 2019
FIELD DATE: JANUARY 19, 2019

FIELD CREW: PDA, BB
DRAWN BY: PDA

DRWG FILE: 1567 KRIS MAYNARD
JOB # 1567

Packet Pg. 40



Lumpkin County, Georgia

Public Works Department

Date: December 6, 2022

Agenda Item: Resolution to Accept the Roads in Whelchel Valley Subdivision

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

Facts & Historical Information:

Whelchel Valley Subdivision received final subdivision approval in November of 2006. The preliminary approval (approval for construction) included that the roads would be dedicated to the county after construction was completed. At final subdivision approval the developer, The Wallace Group, LLC. asked that the roads remain privately owned. During construction, the roads were inspected to insure they met county standards. In the June 2021 BOC meeting the Board voted to send the commitment letter accepting the roads once the HOA has completed the necessary repairs. In summer of 2022 all repairs were completed and inspected by county staff. The HOA has prepared the deeds and title certificate and is now asking that the roads be accepted into the county maintenance system. The total length of roads in the subdivision is 1.949 miles.

Road information:

Road Name: Old Lake Ln- 0.629 Miles
Right of way width = 60 ft

Road Name: Whelchel Valley Dr- 0.209 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Sydney Trace- 0.064 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Blue Sky Dr- 0.325 Miles
Right of way width = 60 ft

Road Name: Odgers Trail- 0.308 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Gray Swan Way- 0.414 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Total length of roads= 1.949 Miles

Staff Recommendation:

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

Lumpkin County Resolution No. 2022 - 63

**A RESOLUTION TO ADOPT THE ROADS
WITHIN
WHELCHER VALLEY SUBDIVISION**

Whereas, Whelchel Valley Subdivision received final subdivision approval in November of 2006. The preliminary approval included that the roads would be dedicated to the county after construction was completed. At final subdivision approval, the developer asked that the roads remain privately owned. During construction, the roads were inspected to insure they met county standards. In June 2021, the Lumpkin County Board of Commissioners approved a commitment letter to accept the roads once the HOA completed the necessary repairs; and

Whereas, all necessary repairs have been completed and inspected by county staff and the condition of the roads have been found acceptable to the public works department, and the certificate of title has been found acceptable to the county attorney; and

Whereas, the Lumpkin County Board of Commissioners now desires to adopt the roads within Whelchel Valley Subdivision as county roads;

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

Road Name: Old Lake Ln- 0.629 Miles
Right of way width = 60 ft

Road Name: Whelchel Valley Dr- 0.209 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Sydney Trace- 0.064 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Blue Sky Dr- 0.325 Miles
Right of way width = 60 ft

Road Name: Odgers Trail- 0.308 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Road Name: Gray Swan Way- 0.414 Miles
Right of way width = 60 ft
Turn around r/w radius= 50 ft

Total length of roads= 1.949 Miles

The roads are more particularly set out on that subdivision plat for Whelchel Valley recorded in Plat Cabinet 1, Slide 139, Pages 175B, 176A, 177, 178 and 179, and Plat Cabinet 1, Slide 140, Pages 180--188, Lumpkin County Records, as most recently revised by that certain plat recorded in Plat Cabinet 1, Slide 161, Pages 8-19, Lumpkin County Records.

Resolved, adopted and effective this 20th day of December, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 6, 2022

Agenda Item: Reappoint Members to Audit Committee

Item Description: Reappoint Members to Audit Committee

Facts & Historical Information:

The Audit Committee is used to review the annual audit, oversee any internal control issues, and serves as the liaison between employees and the Board of Commissioners should instances of fraud be discovered or disclosed by employees or the public. The committee also oversees the review of the audit requests for proposals and makes recommendations to the Board of Commissioners.

Potential Courses of Action:

A. Approve the resolution and appoint members as needed. This is the most favorable action. While the committee usually only meets once per year, it is needed to help facilitate certain actions between staff and the Board of Commissioners and instills public trust as a citizen at large and an elected official serve on the committee along with various employees.

B. Dissolve the committee. This is the least favorable action, as it provides no other body to review the annual audit, to hear claims of fraud, or to review the audit process. The use of the committee allows other departments as well as a citizen at large to be involved and understand the process, which fosters public trust.

Budget Impact: There is no budgetary impact, as this committee serves solely as a link between staff and the Board of Commissioners and would be the key point of contact for external auditors and internal staff.

Staff Recommendation: The recommendation of staff is to approve the resolution and appoint members, as needed, to keep this committee active.

LUMPKIN COUNTY RESOLUTION NO. 2022 – 64

**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, 2023
Commissioner Rhett Stringer	2	December 31, 2023
Constitutional Officer – Michael Chastain	3	December 31, 2023
Employee – Melissa Witcher	4	December 31, 2023
Citizen – Charles Jones III	5	December 31, 2023

Resolved, adopted and effective this 20th day of December, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 6, 2022

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022 –65

**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 reappoint a member to serve in Seat 4 whose term expires on December 31, 2022;

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:
Autumn Chatham	4	December 31, 2024

Resolved, adopted and effective this 20th day of December, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 6, 2022

Agenda Item: Reappoint Members to Board of Elections

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

LUMPKIN COUNTY RESOLUTION NO. 2022-66

A RESOLUTION TO APPOINT MEMBERS OF THE LUMPKIN COUNTY BOARD OF ELECTIONS AND REGISTRATION

Whereas, the Lumpkin County Board of Elections and Registration has reported an end of term for Seats One, Four and Five said Board; and,

Whereas, the Republican Party of Lumpkin County has advised that it wishes to reappoint Ben English to said Seat One; and,

Whereas, the Democratic Party of Lumpkin County has advised that it wishes to reappoint John Webb to Seat Four; and,

Whereas, the Lumpkin Board of Commissioners desires to reappoint Robin McIntosh to Seat Five of the Board of Elections;

Now therefore, it is hereby resolved that:

Ben English is reappointed to **Seat One** of the Lumpkin County Board of Elections and Registration for a term beginning January 1, 2022, and ending December 31, 2026.

John Webb is reappointed to **Seat Four** of the Lumpkin County Board of Elections and Registration for a term beginning January 1, 2022, and ending December 31, 2026.

Robin McIntosh is reappointed to **Seat Five** of the Lumpkin County Board of Elections and Registration for a term beginning January 1, 2022, and ending December 31, 2026.

Resolved, adopted and effective this 20th day of December, 2022.



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 6, 2022

Agenda Item: Reappoint Members to Joint Development Authority of Dawson, Lumpkin, & White Counties

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

LUMPKIN COUNTY RESOLUTION NO. 2022 – 67

**A RESOLUTION TO PROVIDE FOR THE APPOINTMENT OF MEMBERS TO THE
JOINT DEVELOPMENT AUTHORITY
OF
DAWSON, LUMPKIN AND WHITE COUNTIES**

Whereas, the Board of Commissioners of Lumpkin County desires to appoint certain members to serve as Lumpkin County members of the Board of Directors of the Joint Development Authority of Dawson, Lumpkin and White Counties;

Now therefore, it is hereby resolved that the following persons are appointed to the Board of Directors of the Joint Development Authority of Dawson, Lumpkin and White Counties for the seats and terms provided below:

Name:	Seat Number:	Term Expiration:
Rebecca Mincey	Seat 1	December 31, 2026
Larry Reiter	Seat 3	December 31, 2026

Resolved, adopted and effective this 20th day of December, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: December 6, 2022

Agenda Item: Resolution to Appoint Member to Development Authority - Seat 2, of an unexpired term ending 3/7/2024

Item Description: Resolution to Appoint Member to Development Authority - -- to Seat 2, of an unexpired term ending 3/7/2024.

LUMPKIN COUNTY RESOLUTION NO. 2022-68

**A RESOLUTION TO APPOINT A MEMBER TO THE
BOARD OF DIRECTORS OF THE
DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY**

Whereas, the Board of Commissioners of Lumpkin County desires to appoint a member to the Board of Directors of the Development Authority of Lumpkin County to serve in Seat 2 for the remainder of a term expiring on March 7, 2024;

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

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
---	2	March 7, 2024

Resolved, adopted and effective this 20th day of December, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance Department

Date:	December 6, 2022
Agenda Item:	CJCC VOCA (Victims of Crime Act) - MOA
Item Description:	CJCC VOCA (Victims of Crime Act) - MOA. This is a placeholder for the MOA for the Victims' Assistance Program. Funding information is not available at this time but is anticipated in the near future. Additional information will be provided once available.
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:	TBD
Budget Impact:	TBD
Staff Recommendation:	TBD



Lumpkin County, Georgia

Finance Department

Date:	December 6, 2022
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, 2022 – Sept 30, 2023
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

County Clerk Department

Date:	December 6, 2022
Agenda Item:	Halls Mill Enterprises LLC d/b/a Chestatee River Adventures – Canoe Launch Sublease Renewal
Item Description:	Hall’s Mill Enterprises LLC DBA Chestatee River Adventures – Canoe Launch Sublease Renewal. Recommendation on renewing contract with Chestatee River Adventures for use of the Chestatee River Access Park.
Facts & Historical Information:	In 2009 the Chestatee River Access Park was opened to the public. In February 2012 Halls Mill Enterprises LLC d/b/a Chestatee River Adventures 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 Halls Mill Enterprises LLC d/b/a Chestatee River Adventures for 2023 and require that documentation of costs be submitted to staff for reporting to the Corps.
Attachments:	2023- Canoe Launch

Exhibits A & B to Contract

**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 Hall's Mill Enterprises, LLC, DBA 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."

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, 2023, and ending December 31, 2023.

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: Hall's Mill Enterprises, LLC,
DBA Chestatee River Adventures
c/o Rhett Stringer
PO Box 367
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

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.

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 \$1,000,000.00, 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

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

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.

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 Hall's Mill Enterprises, LLC, DBA 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 20th day of December, 2022.

Lessor:

Lessee:

Hall's Mill Enterprises, LLC,
DBA Chestatee River Adventures

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

By: Rhett Stringer

Attest:

Melissa Z. Witcher
Clerk, Lumpkin County

**LAKE SIDNEY LANIER
DESCRIPTION FOR LEASE TO
LUMPKIN COUNTY, GEORGIA
(AURORIA PARK)**

All that tract or parcel of land lying and being in Land Lots 1201, 1202, 1203, 1204 and 1205, 12th District, 1st Section, Land Lots 32 and 586, 13th Land District, 1st Section and Land Lots 140, 148, 149 and 162, 11th Land District, Lumpkin County, Georgia, more particularly described as follows:

Beginning at an angle iron stamped "1202/1203-A" which is on the west line and 202.8 feet N 00° 16' E of the southwest corner of said Land Lots 1203, at a corner of a tract of land owned by the United States of America at Lake Sidney Lanier Georgia and at plane coordinate position North 1,625,592.82 feet; and East 557,660.93 feet;

Thence along the boundary of said United States tract the following bearings and distances:

S 89° 48' W a distance of 99.7 feet to a pk nail designated "1202-1";

S 21° 35' W a distance of 135.0 feet to a concrete monument stamped "1202-2";

S 89° 55' W a distance of 250.1 feet to a concrete monument stamped "1202-3";

N 38° 27' E a distance of 319.4 feet to an angle iron stamped "1202-4";

N 51° 03' W a distance of 516.4 feet to an angle iron stamped "1202-5";

N 59° 02' W a distance of 481.1 feet to an aluminum monument stamped "1202-6C";

N 20° 33' E a distance of 55.6 feet to an aluminum monument stamped "1202-6B";

N 69° 28' W a distance of 30.0 feet to an aluminum monument stamped "1202-6A";

S 40° 33' W a distance of 50.0 feet to an angle iron stamped "1202-6";

S 89° 57' W a distance of 299.3 feet to a concrete stamped "1201/1202-A" which is on the west line of said Land Lot 1202;

N 89° 49' W a distance of 550.2 feet to an concrete monument stamped "1201-1";

N 00° 16' W a distance of 620 feet, more or less, to a point on the ordinary high water line of the right bank of the Chestatee River;

Thence Southeasterly, downstream, along the meanders of the ordinary high water line of the right bank of said river a distance 1,030 feet, more or less, to a point on a line which bears S 24° 13' W from an angle iron stamped "162-1" which is at a corner of said United States tract

Exhibit "A" to Lease No. DACW01-1-08-0012

and at plane coordinate position North 1,626,622.46 feet and East 556,759.28 feet;

Thence N 24° 14' E a distance of 180 feet, more or less, to said angle iron stamped "162-1";

Thence along the boundary of said United States tract the following bearings and distances:

N 37 ° 45' W a distance of 65.7 feet to an angle iron stamped "162-2";

N 28 ° 13' E a distance of 574.9 feet to a concrete monument stamped "162-3";

N 88° 48' E a distance of 249.2 feet to an aluminum monument stamped "162-4";

S 55° 32' E a distance of 2,967.4 feet to an angle iron stamped "149-1";

S 00° 17' W a distance of 39.6 feet to a angle iron stamped "149-2";

S 88° 13' E a distance of 200.0 feet to an aluminum monument stamped "149-3";

S 73° 43' E a distance of 597.6 feet to an aluminum monument stamped "149-4";

N 30° 42' E a distance of 294.9 feet to an aluminum monument stamped "149-5";

N 80° 33' E a distance of 608.3 feet to an aluminum monument stamped "149-8";

Thence N 80° 33' E a distance of 126.5 feet to an aluminum monument stamped "140/149-B" which is on the west line of said Land Lot 140 and at a corner of said United States tract;

Thence continue along the boundary of said United States tract the following bearings and distances:

N 80° 36' W a distance of 395.4 feet to a chiseled "X" in a rock designated "140-1-A"

S 10° 19' E a distance of 54.6 feet to a aluminum monument stamped "140-2-A";

S 81° 08' W a distance of 404.6 feet to angle iron stamped "140/149-C";

S 00° 14' W a distance of 127.4 feet to an angle iron stamped "140/149-D";

S 48° 53' W a distance of 395.0 feet to an angle iron stamped "149-10";

S 10° 16' W a distance of 755.3 feet to an aluminum monument stamped "149-11";

S 36° 02' E a distance of 271.9 feet aluminum monument stamped "140/149-E";

S 16° 36' E a distance of 285.9 feet to an aluminum monument stamped "140-1";

Exhibit "A" to Lease No. DACW01-1-08-0012

Thence S 21° 33' W a distance of 215.5 feet to a point designated "586-2" which is at a corner of said United States tract;

Thence along the boundary of said United States tract the following bearings and distances:

S 89° 57' W a distance of 499.7 feet to aluminum monuments stamped "32/586-A";

N 59° 10' W a distance of 349.1 to an aluminum monument stamped "32-1";

N 89° 56' W a distance of 424.8 to an aluminum monument stamped "32-2";

N 00° 01' E a distance of 174.8 to a aluminum monument stamped "32-3";

N 59° 59' E a distance of 548.7 feet to an aluminum monument stamped "32-4";

N 00° 09' E a distance of 150.0 to an aluminum monument stamped "32-5";

N 65° 51' W a distance of 1,383.2. feet to an aluminum monument stamped "1205-1";

N 89° 51' W a distance of 400.1 feet to an angle iron stamped "1205-2";

N 00° 03' E a distance of 199.7 feet to a angle iron stamped "1203/1205-A";

N 56° 17' W a distance of 360.7 feet to an angle iron stamped "1203-1";

N 89° 51' W a distance of 450.8 feet, more or less, to the point of beginning.

Containing 85.00 acres, more or less, of which 12.30 acres lie within the original run of the Chestatee River and being a part of Tracts R-1805 (16.30), R-1816 (1.10) and all of Tracts R-1808 (11.70) and Tract R-1814 (43.60) of the Lake Sidney Lanier Project.

15 January 2008

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Exhibit "A" to Lease No. DACW01-1-08-0012





Lumpkin County, Georgia

County Clerk Department

Date:	December 6, 2022
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 2023 and require that documentation of costs be submitted to staff for reporting to the Corps.

Attachments:

2023-Canoe Georgia Inc. dba Appalachian Outfitters
Exhibits A & B to Contract

**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, 2023, and ending December 31, 2023.

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

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.

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 \$1,000,000.00, 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.

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.

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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

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.

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 20th day of December, 2022.

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: 2023-Canoe Georgia Inc. dba Appalachian Outfitters (2022-088 : Canoe Georgia, Inc. d/b/a Appalachian Outfitters c/o Ben

**LAKE SIDNEY LANIER
DESCRIPTION FOR LEASE TO
LUMPKIN COUNTY, GEORGIA
(AURORIA PARK)**

All that tract or parcel of land lying and being in Land Lots 1201, 1202, 1203, 1204 and 1205, 12th District, 1st Section, Land Lots 32 and 586, 13th Land District, 1st Section and Land Lots 140, 148, 149 and 162, 11th Land District, Lumpkin County, Georgia, more particularly described as follows:

Beginning at an angle iron stamped "1202/1203-A" which is on the west line and 202.8 feet N 00° 16' E of the southwest corner of said Land Lots 1203, at a corner of a tract of land owned by the United States of America at Lake Sidney Lanier Georgia and at plane coordinate position North 1,625,592.82 feet; and East 557,660.93 feet;

Thence along the boundary of said United States tract the following bearings and distances:

S 89° 48' W a distance of 99.7 feet to a pk nail designated "1202-1";

S 21° 35' W a distance of 135.0 feet to a concrete monument stamped "1202-2";

S 89° 55' W a distance of 250.1 feet to a concrete monument stamped "1202-3";

N 38° 27' E a distance of 319.4 feet to an angle iron stamped "1202-4";

N 51° 03' W a distance of 516.4 feet to an angle iron stamped "1202-5";

N 59° 02' W a distance of 481.1 feet to an aluminum monument stamped "1202-6C";

N 20° 33' E a distance of 55.6 feet to an aluminum monument stamped "1202-6B";

N 69° 28' W a distance of 30.0 feet to an aluminum monument stamped "1202-6A";

S 40° 33' W a distance of 50.0 feet to an angle iron stamped "1202-6";

S 89° 57' W a distance of 299.3 feet to a concrete stamped "1201/1202-A" which is on the west line of said Land Lot 1202;

N 89° 49' W a distance of 550.2 feet to an concrete monument stamped "1201-1";

N 00° 16' W a distance of 620 feet, more or less, to a point on the ordinary high water line of the right bank of the Chestatee River;

Thence Southeasterly, downstream, along the meanders of the ordinary high water line of the right bank of said river a distance 1,030 feet, more or less, to a point on a line which bears S 24° 13' W from an angle iron stamped "162-1" which is at a corner of said United States tract

and at plane coordinate position North 1,626,622.46 feet and East 556,759.28 feet;

Thence N 24° 14' E a distance of 180 feet, more or less, to said angle iron stamped "162-1";

Thence along the boundary of said United States tract the following bearings and distances:

N 37 ° 45' W a distance of 65.7 feet to an angle iron stamped "162-2";

N 28 ° 13' E a distance of 574.9 feet to a concrete monument stamped "162-3";

N 88° 48' E a distance of 249.2 feet to an aluminum monument stamped "162-4";

S 55° 32' E a distance of 2,967.4 feet to an angle iron stamped "149-1";

S 00° 17' W a distance of 39.6 feet to a angle iron stamped "149-2";

S 88° 13' E a distance of 200.0 feet to an aluminum monument stamped "149-3";

S 73° 43' E a distance of 597.6 feet to an aluminum monument stamped "149-4";

N 30° 42' E a distance of 294.9 feet to an aluminum monument stamped "149-5";

N 80° 33' E a distance of 608.3 feet to an aluminum monument stamped "149-8";

Thence N 80° 33' E a distance of 126.5 feet to an aluminum monument stamped "140/149-B" which is on the west line of said Land Lot 140 and at a corner of said United States tract;

Thence continue along the boundary of said United States tract the following bearings and distances:

N 80° 36' W a distance of 395.4 feet to a chiseled "X" in a rock designated "140-1-A"

S 10° 19' E a distance of 54.6 feet to a aluminum monument stamped "140-2-A";

S 81° 08' W a distance of 404.6 feet to angle iron stamped "140/149-C";

S 00° 14' W a distance of 127.4 feet to an angle iron stamped "140/149-D";

S 48° 53' W a distance of 395.0 feet to an angle iron stamped "149-10";

S 10° 16' W a distance of 755.3 feet to an aluminum monument stamped "149-11";

S 36° 02' E a distance of 271.9 feet aluminum monument stamped "140/149-E";

S 16° 36' E a distance of 285.9 feet to an aluminum monument stamped "140-1";

Thence S 21° 33' W a distance of 215.5 feet to a point designated "586-2" which is at a corner of said United States tract;

Thence along the boundary of said United States tract the following bearings and distances:

S 89° 57' W a distance of 499.7 feet to aluminum monuments stamped "32/586-A";

N 59° 10' W a distance of 349.1 to an aluminum monument stamped "32-1";

N 89° 56' W a distance of 424.8 to an aluminum monument stamped "32-2";

N 00° 01' E a distance of 174.8 to a aluminum monument stamped "32-3";

N 59° 59' E a distance of 548.7 feet to an aluminum monument stamped "32-4";

N 00° 09' E a distance of 150.0 to an aluminum monument stamped "32-5";

N 65° 51' W a distance of 1,383.2. feet to an aluminum monument stamped "1205-1";

N 89° 51' W a distance of 400.1 feet to an angle iron stamped "1205-2";

N 00° 03' E a distance of 199.7 feet to a angle iron stamped "1203/1205-A";

N 56° 17' W a distance of 360.7 feet to an angle iron stamped "1203-1";

N 89° 51' W a distance of 450.8 feet, more or less, to the point of beginning.

Containing 85.00 acres, more or less, of which 12.30 acres lie within the original run of the Chestatee River and being a part of Tracts R-1805 (16.30), R-1816 (1.10) and all of Tracts R-1808 (11.70) and Tract R-1814 (43.60) of the Lake Sidney Lanier Project.

15 January 2008

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Exhibit "A" to Lease No. DACW01-1-08-0012





Lumpkin County, Georgia

County Clerk Department

Date: December 6, 2022

Agenda Item: Classic Cleaners – 2023 Lease

Item Description: Classic Cleaners – 2023 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 2023 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 '23 budget.

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 2023

STATE OF GEORGIA
COUNTY OF LUMPKIN

**COMMERCIAL LEASE
CLASSIC CLEANERS - 2023**

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, 2023 and expiring December 31, 2023, subject to the terms, conditions and provisions set out herein.

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 Lessee 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 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.

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.

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: _____



Lumpkin County, Georgia

Finance Department

Date:	December 6, 2022
Agenda Item:	TK Elevator Corporation Contract Addendum
Item Description:	TK Elevator Corporation Contract Addendum. Consideration of the TK Elevator Corporation contract addendum for the Planning & Development Services building elevator.
Facts & Historical Information:	The Board of Commissioners previously approved a contract with Charles Black Construction to complete the renovations to the old library, now The Kelley Building. The construction contract included installation of an elevator, which was completed earlier this year. The elevator is under warranty through September 2023. The proposed addendum is to the existing elevator maintenance agreement dated 09/19/17.
Potential Courses Of Action:	A. Approve the contract addendum. B. Do not approve the contract addendum.
Budget Impact:	The cost of adding the elevator to the maintenance contract is \$210 per month. There are funds in the 2023 Special Tax District #2 budget to pay for the maintenance agreement.
Staff Recommendation:	Course of action A: Approve the contract addendum.
Attachments:	TK Elevator Corporation Addendum for Lumpkin Co. Planning NIM



Service Agreement

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our") and Lumpkin County Board Of Commissioners (the "Purchaser," "you," and "your") hereby amend and supplement their duly executed and existing elevator maintenance agreement dated 09-19-2017, contract number US70398 (the "Agreement"), as set forth in this addendum. This addendum shall be made a part of the Agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the Agreement will remain in full force and effect and apply to this addendum where no conflict exists. This addendum shall become effective upon acceptance as described below. Collectively, TK Elevator and Purchaser may hereinafter be referred to as the "Parties."

As of the date that this addendum is fully executed by all Parties, the Unit(s) listed below will be added to the existing Agreement at an additional cost of \$210.00:

Equipment Type	Nickname	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
Hydro MRL	1	EFU171	2	thyssenkrupp Elevator	Yes

Price

In light of the modifications to Agreement set forth above, the price for the Agreement shall now be \$1,893.93 per month, inclusive of all applicable sales and use taxes, and all available discounts and shall be subject to further adjustments described in the Agreement.



Service Agreement

Acceptance

Your acceptance of this addendum and its approval by an authorized manager of TK Elevator will constitute exclusively the entire understanding of the Parties with respect to the subject matter contained herein and it shall thereafter become part of the Agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this addendum and the Agreement will govern, even in the event of a conflict.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the prior written approval of an authorized TK Elevator manager.

**Lumpkin County Board Of Commissioners
(Purchaser):**

TK Elevator Corporation Management Approval

By: _____

(Signature of Authorized Individual)

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

By: _____

(Signature of Branch Representative)

Adam Luckey
Branch Manager

(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

3005 Chastain Meadows Pkwy Ste 100
Marietta, GA 30066
770-916-0555

Thank you for choosing TK Elevator. We appreciate your business.

Tara Downs



Gold Service Agreement

Exhibit A MAX

MAX is TK Elevator's smart, machine learning Internet of Things ("IoT") solution that has the ability to increase elevator availability and reduce out-of-service situations through real-time diagnostics. Connected 24/7/365, machine data covering topics such as door movements, trips, power-ups, car calls, and error codes is collected from MAX-connected elevators worldwide and is sent to the cloud. From there, depending on the menu of services you select below (a "Digital Service Package"), unique algorithms that are capable of analyzing that data and recognizing patterns to assist in computing the equipment's operation and providing precise and predictive diagnostics can be delivered to the technician in near real time, indicating where intervention is needed. The Digital Service Package you select will be governed by both the terms and conditions of the Agreement covering the Units described below and this MAX Exhibit and in the event that those terms conflict, the terms and conditions of this MAX Exhibit will exclusively govern the subject matter of those terms and conditions.

With MAX, we are able to offer the following Digital Service Packages with value-added features ("features") to your Agreement:

The (CHECK MARKS) below indicate which features are available in each of the individual Digital Service Packages.

	MAX Plus	MAX Pro	MAX Premium
IoT Connected with MAX Virtual Coach MAX device connected to Tk Elevator's IoT-based cloud enabling near real-time status and communication. Information obtained via machine learning is sent to our technician's mobile device with the service request to promote early diagnosis, faster fixes and reduced downtime.			
Email Notifications Stay informed of recent services provided via entries generated by our technicians available for your review in our customer web-based portal.			
Web Portal & Mobile App Secure access to your account including basic unit information and historical service information via web and native Android & iOS Apps.			
MAX Traffic Statistics Make smarter, data-driven decisions about your building by analyzing how elevator traffic changes over time in our customer web-based portal			
Real-Time Status and Failure Alerts Near real-time push notifications available via a mobile App or e-mail when a MAX-enabled unit shuts down and is returned to service.			
Auto Response / Dispatching As soon as our MAX technology verifies a failure we will immediately respond during Regular Time or seek your authorization to respond during Overtime to get your equipment back up and running.			

Gold Service Agreement



	MAX Plus	MAX Pro	MAX Premium
No Charge Running on Arrival ("ROA") Guarantee Since we are monitoring your elevator's operation, we will not bill you if our technician is dispatched on regular time and finds the unit ROA or is on independent service, firefighters' service, or is the subject of an engaged stop button/feature.		✓	✓
Social Distancing Service When changes are made to the Controller Software or Destination Dispatching program to promote social distancing, our MAX Premium Team will monitor the traffic patterns in the building for increased demand and communicate this information back to you.		✓	✓
MAX Team Monitoring The MAX Premium team of experts will perform a regular review of the traffic and service history, predictive analytics and other relevant data and insights to promote optimum uptime and recommendations to keep your building moving most efficiently.			✓
Predictive Intervention If during its review of traffic and service history, predictive analytics and other relevant data our MAX Premium team of experts recognizes what it believes to be a certain upcoming failure on a unit we will pre-emptively dispatch a technician to investigate and address the issue. These preventative actions taken before your elevator fails will increase your equipment's uptime and reduce inconvenience.			✓
Subscription Price per unit per month	\$10	\$35	\$95

Price, Term and Your Digital Service Package

We have included the following Digital Service Package notated below for the selected units below for an additional price of **\$10 per month which will be billed to you separately from the price of the Agreement (the "MAX Charge")**. The cost of your selected Digital Service Package is not subject to any discounts. Due to the changing nature of technology, TK Elevator reserves the right to increase the MAX Charge not to exceed a total of five percent (5%) annually.

The Digital Service Package noted below will be provided to you on a month-to-month basis and may be substituted for another package or cancelled at any time with thirty (30) days prior written notice by either Party to the other.

Building Name	Equipment Type	Nickname	Stops	MAX Plus	MAX Pro	MAX Premium
LUMPKIN CO PLANNING DEV OFFICE	Hydro MRL	1	2	Current Selection		

Unless otherwise provided for in the Agreement, any Service Requests, repairs, or maintenance initiated by the Digital Service Package shall be performed during Regular Time.

As technology changes or enhancements to our Digital Service Packages become available, TK Elevator may, in its sole discretion, change any aspect of any feature on thirty (30) days written notice to Purchaser. Such changes can include, but would not be limited to, modifying, adding or eliminating content, access to information and/or reports, application support, operating system support and other aspects that TK Elevator may deem appropriate in its sole opinion.



Gold Service Agreement

Exhibit B

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Multimedia Monitoring	Elevator Telephone #	Price
LUMPKIN CO PLANNING DEV OFFICE	Hydro MRL	1		Current Selection		\$45

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

If "Phone Monitoring" is selected for specific Units in the chart above then we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Multimedia Monitoring Service

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satisfies the Purchaser's obligation to meet these new code requirements. If "Multimedia Monitoring" is selected for specific Units in the chart above then those specified Units will, through its centralized TK Elevator Communications call center, receive 7 days per week, 24 hours per day, 365 days per year dispatching service provided by TK Elevator for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all Units maintained under this Agreement that have fully operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center.

Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the affected Unit. Please note that calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Multimedia Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone and any other type of audio or video communication equipment. The Purchaser retains exclusive possession and control of all of the Unit's communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of communicating with TK Elevator Communication's call center as designed.



Lumpkin County, Georgia

Finance Department

Date: December 6, 2022

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. 48-13-51, the county must contract with an entity to provide enumerated services. Lumpkin County has historically chosen to contract with the Dahlonega/Lumpkin County Chamber of Commerce. In 2020, changes were made to create a tourism board which would still fall under the Chamber's umbrella. The following language is included to reflect the change to a tourism board under the Chamber of Commerce: *"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)."*

O.C.G.A. 48-13-51 requires 2 of the 5% to be used for promotion of tourism, conventions, and trade shows. 3 of the 5% are unrestricted funds and are available for use by the county for any legal purpose. Historically, the whole 5% hotel/motel excise tax, less credit card processing fees and the administration fee, has been remitted to the Chamber. The 2023 contract allows 1 of the 5% to be retained by the county for any legal purpose. Five years of revenue history is outlined below:

2018	\$233,039.35	
2019	\$261,470.54	12% increase
2020	\$295,734.57	13% increase
2021	\$467,259.17	58% increase
YTD 2022	\$509,547.03	9% increase

Due to the significant increases in hotel/motel excise tax revenue in the past five years, the County's retaining 1 of the 5% should not negatively impact the Chamber's Tourism Board function of promoting tourism, conventions, and trade shows.

Potential Courses Of Action:

- A. 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. Modify the proposed contract document and direct staff to incorporate the requested changes.
- C. 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: January 1, 2023 – December 31, 2023

Budget Impact: 1 of the 5% has been included in the County's FY2023 General Fund Budget. Any deviation from the 1% will impact the FY2023 Budget.

Staff Recommendation: **Course of Action A**

Attachments:

Tourism Development Contract 2023

**CONTRACT
FOR
TOURISM DEVELOPMENT SERVICES
(HOTEL - MOTEL TAX FUNDING)
2023**

**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 percent (5%) as provided by O.C.G.A. 48-13-51; and,

WHEREAS, the County intends that a portion of 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.

The County has imposed a five percent (5%) tax on hotel/motel accommodations (as defined by law), and the County shall expend (in each fiscal year during which such tax is collected) an amount equal to the amount by which the total of such taxes collected exceed the taxes which would be collected at a rate of one percent (1%) for the purpose of promoting tourism, conventions and trade shows by remitting such amount to the Chamber monthly. In

recognition of this purpose, the Chamber shall provide quarterly written reports showing that the “Hotel/Motel” tax so generated has been used to benefit the tourism industry within the unincorporated areas of the County.

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.

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 the promotion of tourism.

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 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, 2023, through December 31, 2023.

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.

In witness whereof, the parties have executed this agreement with an effective date of January 1, 2023.

**Dahlonega-Lumpkin County
Chamber of Commerce, Inc.**

By:

Name:

Title:

Attest:

Name:

Title:

Lumpkin County:

By:

Chris Dockery, Chairman

Attest:

Melissa Z. Witcher, County Clerk



Lumpkin County, Georgia

Special Projects Department

Date:	December 6, 2022
Agenda Item:	Justice Center Cameras & Door Locks
Item Description:	Justice Center Cameras & Door Locks. Approval of proposal from MCA to Install Security Cameras and Access Control at the Justice Center.
Facts & Historical Information:	The Lumpkin County Justice Center currently has security cameras and an access control system that is outdated and in need of repair. Staff contacted multiple companies with state contracts to provide proposals for the needed repairs and replacement of the outdated systems. Two companies provided proposals based on the needs of the building and following a walkthrough with a representative of the Sheriff's Office who is responsible for the security of the building. After a review of the proposals MCA was felt to be the better option as they provided a lower overall cost and superior customer service. The proposal includes the install of 83 new Avigilon analytic capable cameras. This includes cameras in each of the 3 elevators, all detention cells, and 3 interior cameras to view basement entry doors. MCA will provide and install an Avigilon ACC7 Enterprise system; 128TB AI Network Video Recording server. MCA will provide and install associated Cat6 cabling for camera connectivity. MCA will provide and install in the basement office a remote monitoring workstation and two 55" monitors for viewing camera streams. MCA will test equipment functionality and train staff on the new system. MCA will provide and install an Avigilon Access Control Manager 6 Enterprise Appliance with 64 reader capacity. MCA will re-use existing cabling and readers for courthouse doors currently on access control and integrate holding cell doors into the access control system.
Potential Courses Of Action:	A. The Board could choose to approve the proposal from MCA for the install of security cameras and access control. B. The Board could choose to not approve the proposal from MCA for the install of security cameras and access control.
Budget Impact:	Funding for the project would come from the 2020 SPLOST Funds.
Staff Recommendation:	The recommendation of staff is to approve the proposal from MCA.



Lumpkin County, Georgia

Finance Department

Date:	December 6, 2022
Agenda Item:	Colditz Trucking Contract Amendment Project 2022-003
Item Description:	Colditz Trucking Contract Amendment Project 2022-003. Consideration of amending the Colditz Trucking contract for Project 2022-003.
Facts & Historical Information:	On March 15, 2022, the Board of Commissioners approved a contract with Colditz Trucking for Project 2022-003 for Little Mountain Road improvements. The 2023 Road Resurfacing List includes Little Mountain Road, Mill Creek Road, and Sheep Wallow Road. Due to Colditz currently working on the Little Mountain Rd widening project, they have agreed to honor the unit-pricing as included on the Project 2022-033 contract to resurface these three roads, which is expected to save the County approximately \$70,000. Staff is requesting to amend the Colditz contract to include these three roads.
Potential Courses Of Action:	A. Amend the contract. B. Do not amend the contract and bid the roads. C. Do not amend the contract and do not resurface the roads.
Budget Impact:	The expected cost of resurfacing the three roads is \$1,028,832.00. The 2023 LMIG distribution is \$600,382.15, which will be used to fund the project. The remaining \$428,449.85 will be paid from 2019 TSPLOST funds.
Staff Recommendation:	Course of Action A
Attachments:	2022-012 CONTRACT AMENDMENT PROJECT 2022-003 2022-012 CONTRACT AMENDMENT - Exhibit A

**FIRST AMENDMENT TO
CONTRACT
FOR
LMIG PROJECT – LITTLE MOUNTAIN ROAD
IMPROVEMENTS
PROJECT # 2022-003**

This agreement 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 **Colditz Trucking, Inc.**, hereinafter referred to as "Contractor".

Whereas, Contractor entered into a contract with Lumpkin County on March 15, 2022, for Project # 2022-003; and

Whereas, Lumpkin County desires to add certain roads to said Contract; and

Whereas, Contractor agrees to the addition of certain roads to said Contract;

Now therefore, in consideration of the mutual benefits accruing to each party, the parties hereby agree to amend the Contract as follows:

In addition to the work described in said Contract, Contractor shall perform leveling and resurfacing with asphalt concrete of the following county roads: Little Mountain Road, Mill Creek Road and Sheep Wallow Road as set forth on Exhibit A attached hereto and incorporated herein by reference.

Contractor shall be paid for the additional work performed under this Amendment on the same unit price basis as set forth in the Contract, with the exception of traffic control which shall be paid in an additional the lump sum amount of \$95,817.43.

Except as specifically amended herein, all terms and conditions of the original contract shall remain in full force and effect and shall apply to the additional work set out herein.

This amendment is made and entered into this 20th day of December, 2022.

Lumpkin County:

Contractor:

Colditz Trucking, Inc.

By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Teresa Colditz, President

Attest:

[Corporate Seal]

Melissa Z. Witcher
Lumpkin County Clerk

Exhibit A

ROAD NAME	STAR	END	LENGTH (Mi.)
Little Mountain Road	SR 52	Sheep Wallow Road	2.13
Mill Creek Road	Little Mountain Road	Sheep Wallow Road	3.90
Sheep Wallow Road	Little Mountain Road	Mill Creek Road	3.29



Lumpkin County, Georgia

Finance Department

Date:	December 6, 2022
Agenda Item:	Inmate Food Services Contract – Agape Food Service
Item Description:	Agape Inmate Food Contract. Consideration of a contract with Agape Food Service to continue to provide meals to inmates at the Detention Center
Facts & Historical Information:	O.C.G.A. 42-5-2 requires correctional institutions of counties that who the physical custody of an inmate to maintain the inmate, including furnishing food. Agape Food Service has been providing this service to the Detention Center since 2019, and the contract was renewed three times, as allowable under the contract. The County issued a Request for Proposal (RFP) in November to ensure the Purchasing Policy’s competitive bidding process was followed. There were two respondents: one that did not provide pricing for the inmate population scale as requested in the RFP documents. The second respondent was Agape Food Service. There is no change to the price structure for inmate populations up to 100. For all inmate population ranges beginning with 101, there is a \$0.05 per meal increase. Based on 3 meals per day for 130 inmates, the approximate increase is \$7,000 per year.
Potential Courses Of Action:	A) Approve the contract with Agape Food Service. B) Negotiate the contract with Agape Food Service. C) Do not approve the contract with Agape Food Service and rerun the RFP.
Budget Impact:	The contract will start January 1, 2023. The food expense budget in 2023 was increased in anticipation of rising food costs and can accommodate the proposed price increase.
Staff Recommendation:	The Sheriff’s office is requesting the contract with Agape Food Service be approved.
Attachments:	Inmate Food Service 2023 - Major Cochran Inmate Food Service 2023 - Ssgt. Welch Inmate Food Services Contract 2023 Agape Cost Proposal Exhibit A

Abby Branan

From: Ryan McDuffie
Sent: Thursday, December 1, 2022 9:45 AM
To: Abby Branan
Subject: FW: Contract for Food services Detention

Ryan McDuffie
 Purchasing Agent
 Lumpkin County Board of Commissioners
www.lumpkincounty.gov
 706-482-2552 Phone
 706-482-2201 Fax

From: Doug Cochran <Doug.Cochran@LumpkinCounty.GOV>
Sent: Thursday, December 1, 2022 9:45 AM
To: Ryan McDuffie <Ryan.McDuffie@LumpkinCounty.GOV>
Cc: Stacy Jarrard <Stacy.Jarrard@LumpkinCounty.GOV>
Subject: Contract for Food services Detention

Good Morning Ryan

Per our conversation, after review of the 2 proposals and conversation wit the Sheriff, we want to remain with Agape food services for upcoming contract period.
 Any further needed, please call
 Thanx
 Major Cochran

Attachment: Inmate Food Service 2023 - Major Cochran (2022-094 : Inmate Food Services Contract – Agape Food Service)

Abby Branan

From: Ryan McDuffie
Sent: Thursday, December 1, 2022 11:51 AM
To: Abby Branan
Subject: FW: Inmate Food Response

Ryan McDuffie
 Purchasing Agent
 Lumpkin County Board of Commissioners
www.lumpkincounty.gov
 706-482-2552 Phone
 706-482-2201 Fax

From: Nathan Welch <Nathan.Welch@LumpkinCounty.GOV>
Sent: Thursday, December 1, 2022 11:44 AM
To: Ryan McDuffie <Ryan.McDuffie@LumpkinCounty.GOV>
Subject: RE: Inmate Food Response

After reviewing the proposal's between Agape Food Services and Trinity Services Group. My decision is to continue with our current inmate food provider Agape Food Services, this decision is based on a few underlying reasons. The reasons are as follows. First and foremost Agape Food Services is the only company to turn in a true and accurate sliding scale of the food cost based on the inmate population numbers that the county provided. Trinity Services Group provided a sliding scale that was unrealistic with inmate population numbers greater than the facility can hold. The second reason I choose to continue with Agape is that in the sliding scales provided they were far cheaper in price. The last and final reason for my decision is that the Sheriff Office has been completely satisfied with the services provided by Agape Food Services, we have worked with the owner for years and he has gone above and beyond to meet our needs as a facility.



Sgt. Nathan Welch

Lumpkin County Sheriff's Office
 Staff Sergeant, Jail Division
 Cell- 706-299-9093
 Office- 706-482-2664
 Email- Nathan.Welch@lumpkincounty.gov

From: Ryan McDuffie <Ryan.McDuffie@LumpkinCounty.GOV>
Sent: Thursday, December 1, 2022 9:35 AM
To: Stacy Jarrard <Stacy.Jarrard@LumpkinCounty.GOV>; Nathan Welch <Nathan.Welch@LumpkinCounty.GOV>; Doug Cochran <Doug.Cochran@LumpkinCounty.GOV>; Danny Rider <Danny.Rider@LumpkinCounty.GOV>
Subject: Inmate Food Response

Attachment: Inmate Food Service 2023 - Ssgt. Welch (2022-094 : Inmate Food Services Contract – Agape Food Service)

Hello,

We received a response from two qualified vendors, Agape Food Service and Catering and Trinity Services Group. I have attached the Cost Proposal for both. Please review and let me know if you would like to meet or if we can have consensus in written form on email. We need to move on this ASAP! Thank you!

Ryan McDuffie
Purchasing Agent
Lumpkin County Board of Commissioners
www.lumpkincounty.gov
706-482-2552 Phone
706-482-2201 Fax

Attachment: Inmate Food Service 2023 - Ssgt. Welch (2022-094 : Inmate Food Services Contract – Agape Food Service)

**CONTRACT FOR INMATE FOOD SERVICE
AT THE
LUMPKIN COUNTY DETENTION CENTER**

This Agreement is made as of January 1, 2023, by and between the **Lumpkin County Board of Commissioners**, (hereinafter referred to as "County") and **Agape Food Service & Catering, Inc.**, a corporation authorized by law to transact business in the State of Georgia, (hereinafter referred to as "Contractor"), and with the concurrence the **Lumpkin County Sheriff**.

WITNESSETH:

1. SCOPE OF WORK.

Contractor shall provide three (3) hot meals per day, seven (7) days per week, to the inmate population at the Lumpkin County Detention Center (the "Detention Center") in accordance with industry standards and the following requirements:

- a. All menus and special diets must meet the standards for audit holding and detention facilities as established by the American Correctional Association (ACA). A registered dietitian shall approve all menus prior to service. All meals served shall be in compliance with the National Academy of Sciences and Food Standards and will provide an average of 2,800 calories per day in addition to all required nutrients.
- b. All meals shall be served at appropriate temperatures and in a manner that makes them palatable (140° hot, 45° if cold), and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, ketchup, or mustard where indicated).
- c. Religious and medical diets conforming to special religious or physician ordered specifications shall be provided at no additional cost to the County.
- d. A minimum of five (5) special holiday meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year's Day and one other holiday meal scheduled at the discretion of the Lumpkin County Sheriff. On the days that a special holiday meal is served, the Contractor shall only be required to serve two (2) hot meals, including breakfast and the holiday meal, which may be served at lunch or dinner as selected by the Lumpkin County Sheriff. The third meal may be a sack lunch or dinner. The special holiday meal menus shall be substantially the same as those provided in the Contractor's proposal to the County.

e. The Contractor will provide special event meals such as meals for the Grand Jury, officers meetings, etc., at the inmate cost per meal.

f. Contractor agrees to provide catered meals for special events as designated by the County with not less than seventy-two (72) hours' notice. The cost per meal shall be mutually agreed upon by the Contractor and the County for each event.

g. Within 30 days of the execution of this contract, the Contractor shall submit a detailed contingency/disaster plan to the Lumpkin County Detention Center Captain containing the Contractor's operational procedures for providing the required food service should the on-site kitchen be rendered unusable from fire or other unforeseen circumstances.

2. **FOOD SUPPLIES.**

The Contractor shall provide all consumable supplies and food products that are required for the food service operation. Upon termination of the contract, for any reason, the County shall purchase, or cause the successor food service provider to purchase, all usable supplies and food products at the food service provider's invoice cost.

3. **KITCHEN FACILITIES AND EQUIPMENT.**

a. The Contractor has inspected the kitchen and current equipment. The County shall retain title to current county owned equipment. The equipment will remain at the kitchen to be used by Contractor.

b. The Contractor shall provide and maintain the following at its own expense:

1. Any additional cooking pots and pans Contractor deems necessary.
2. Cooking, serving and eating utensils
3. Glassware and other beverage containers
4. Equipment necessary to prepare food
5. Equipment necessary to make food & beverages available for consumption within the detention center.
6. Any additional equipment that is reasonably necessary to perform the food services at the Facility

c. The Contractor shall retain title to all such equipment including, but not limited to, pots, pans, cooking serving and eating utensils, chinaware, glassware, cell delivery equipment, trays and air void tables that is purchased by Contractor.

d. At the expiration or termination of the contract, the contractor shall return to the County

the food service premises and all equipment furnished by Lumpkin County in the condition in which it was received by the Contractor, excepting ordinary wear and tear.

e. The County will provide adequate heat, lights, ventilation, and all other necessary utilities and business telephone service. The telephone shall be used only for local service and business-related calls. If the Contractor desires local service for personal use, internet, and other non-business-related calls or long-distance calls, whether business or personal, then a separate telephone not connected to the county system shall be installed at the Contractor's expense.

f. The Contractor will service, repair and maintain all kitchen equipment.

g. In the event kitchen equipment becomes lost or damaged by fire, flood, or unavoidable occurrence, or stolen by persons other than employees of the Contractor, without negligence on the part of the Contractor or its employees, and providing that all such damages and losses are reported to the LCSO designee for all items covered by this paragraph, the County will pay for needed repairs or replacements.

h. The County shall provide general maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The County's maintenance does not include day-to-day cleaning operations in the kitchen and food storage areas, which shall be provided by the Contractor. The County's maintenance does not include repair of kitchen equipment.

4. ROUTINE MAINTENANCE & CLEANING OF KITCHEN.

a. The Contractor shall be responsible for routine cleaning and housekeeping of food service preparation, service, and storage areas.

b. The Contractor must maintain standards of sanitation required by state or local regulations.

c. The Contractor shall provide all cleaning supplies for the kitchen areas and equipment.

d. Facility inspections shall be made by the County when deemed necessary, with or without advance notice to the Contractor. Such inspections shall not interfere with the food service operation.

e. Inspections of kitchen facilities by County/State health agencies must achieve a score of 90 or above. If such ratings fall below 90, the Contractor must notify the County of areas to be improved and Contractor must remedy the deficiency within fifteen (15) days of receipt of such scores.

f. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those authorized by LCSO.

g. The County shall provide extermination services and removal of trash and garbage from loading dock areas.

5. FEES & LICENSES.

a. The Contractor shall obtain and pay for all federal, state, and local licenses, permits, and fees required for the operation of the food services provided.

b. During the period of the contract, if it is deemed by taxing authorities that all, or a portion, of the services provided are to be subject to a sales or similar tax that has not been collected by the Contractor, the County agrees to pay such tax to the appropriate authority.

6. STAFFING.

a. The Contractor shall provide an organizational chart and job descriptions for all professional and inmate staff included in Contractor's proposal.

b. Inmate Labor:

1. Inmates will be provided, as required of the Contractor, by the Lumpkin County Sheriff's Office. The inmates shall be selected using the classification process of the Lumpkin County detention center and the Detention Center Administrator. The Contractor agrees that kitchen would remain operational in the event of a mass lock-down of inmates, for a given period of time.

2. Inmates shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning of the kitchen.

3. Inmates are not permitted to supervise other inmates.

4. The Contractor agrees to train and supervise inmates only with respect to the food service tasks.

5. Contractor training and supervision of inmates shall be subject to the overall control of the County.

c. Professional Staff:

1. The County requires that the Contractor maintain a trained, professional, and competent staff for the kitchen facility.
 2. All employees of the Contractor working in the kitchen must be screened and approved by the Lumpkin County Sheriff's Office. Contractor's employees must submit to criminal backgrounds checks and drug screening conducted by the LCSO.
 3. The Contractor's employees must comply with the County's written policy and procedures relating to facility security.
 4. Contractor agrees that its employees assigned to duty at the detention center shall submit to periodic health examinations, at least as frequently and as stringently as required by law. Satisfactory evidence of compliance shall be provided to the County upon request.
- d. **Training.** The Contractor shall provide training in food service delivery and management to both LCSO staff and inmates assigned to the kitchen.

7. GRATUITIES.

Lumpkin County acknowledges that, particularly during the holiday season, it may be customary to provide gifts to employees or departments. However, the Lumpkin County Personnel Policy prevents the acceptance of such gifts. Your cooperation in respecting the policy is appreciated.

8. CONTRABAND.

Employees of the successful Proposer shall not enter County Buildings with goods or products that shall be considered contraband, i.e. drugs, drug paraphernalia, tobacco products smokeless or otherwise, etc.

9. QUARTERLY REVIEW MEETINGS.

- a. Within 30 days of the execution of this contract, the County and the Contractor shall set dates for the duration of this contract to conduct quarterly review meetings between the Sheriff's Office and the Contractor for the evaluation of the service provided hereunder.
- b. Within 30 days of the execution of this contract, the Sheriff's Office and the Contractor shall formulate a monthly report form, which shall establish the basis for the quarterly review meetings.

10. MEAL COUNTS AND PAYMENT.

- a. Contractor shall submit to the County on the first day of each week, for the preceding

week, an invoice for meals ordered or the meals served, whichever is greater. The price per meal is set forth on the Cost Summary attached hereto as Exhibit 'A', which is incorporated herein by reference and a made a part hereof.

b. The Contractor shall keep full and accurate records of sales and meal count records in connection with the food services for a period of two (2) years. A copy of such record shall be supplied to the LCSO designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County or its agents at any reasonable time during regular working hours at the location(s) within the state of Georgia where the records are normally kept.

c. Contractor shall invoice County on the first day of every week, for the preceding week. County shall remit payment within fifteen (15) days after receipt of the invoice.

11. TERM OF CONTRACT.

The initial term of this contract shall be January 1, 2023, to December 31, 2023, and may be renewed for up to three (3) annual renewals.

12. INSURANCE AND LIABILITY.

a. The Contractor shall be responsible for his/her work and every part thereof and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with the work performed under this contract. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work performed under this contract and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work. The Contractor shall, during the continuance of all work under the contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.

2. Maintain Comprehensive General Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the County against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form Property Damage Liability endorsement.

3. Maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

b. The Contractor shall notify the County in writing sixty (60) days prior to change in insurance or cancellation date. The failure of the Contractor to deliver a new certificate shall result in suspension of all payments until the new certificate is furnished.

c. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the County shall have the absolute right to terminate the contract without any further obligation to the Contractor.

d. The Contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.

e. If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

13. INDEMNIFICATION.

The Contractor agrees to indemnify and hold harmless the County, the Lumpkin County Sheriff, and the County's officers, employees, and agents (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including attorney fees, court costs and arbitration costs, related to or arising from:

- (i) Any breach of the Contract;
- (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
- (iii) Any failure of goods or services to comply with applicable requirements the Contract;
- (iv) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor; or

(v) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States.

14. INDEPENDENT CONTRACTOR STATUS.

The parties do hereby acknowledge that Contractor is retained to provide the services set forth in this contract as an independent contractor, and in no way shall the employees, agents or officers of Contractor be considered employees of County.

15. INCORPORATION OF PROPOSAL.

In addition to the rights, duties and responsibilities set forth in this Contract, Contractor shall perform its duties in accordance with the Proposal for County by Contractor and County's Request for Proposals. Wherever any of the terms and conditions set forth in Contractor's Proposal, County's Request for Proposals, or this contract conflict or are inconsistent, the parties agree that the conflict or inconsistency shall be resolved by applying the following order of document precedence:

1. This Contract.
2. County's Request for Proposals.
3. Contractor's Proposal.

16. CANCELLATION.

a. Lumpkin County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law or fails to keep in force any required insurance policies or bonds.

b. Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County.

c. Notwithstanding anything to the contrary contained in this contract, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

d. If the termination clause is used by the County, the Contractor will be paid by the County for all work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

e. The contract shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligation under the contract.

17. SEVERABILITY.

It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is held illegal or in conflict with any law of the State of Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part term or provisions held to be invalid.

18. ASSIGNMENT OF CONTRACTUAL RIGHTS.

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this proposal or his right, title, or interest in or to the same, or any part thereof without written consent of the County.

19. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties do hereby contract and agree that any disputes or litigation that may arise out of this Agreement shall be litigated in the appropriate court of the State of Georgia, County of Lumpkin. The parties do hereby agree to submit themselves to the jurisdiction of such court and do hereby agree to waive any defenses they may have to lack of jurisdiction over the person or subject matter. The parties do hereby further consent and stipulate that venue shall be proper in Lumpkin County, Georgia, in any such actions.

20. NOTICES.

Any notices to be given under this Agreement by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties as follows:

To County:

Alan Ours, County Manager
99 Courthouse Hill, Suite H
Dahlonega, Georgia 30533

With a Copy to:

Sheriff Stacy Jarrard
 Lumpkin County Detention Center
 385 East Main Street
 Dahlonega, Georgia 30533

To the Contractor:

Agape Food Service & Catering, Inc.
 Attn: Bryan Sutton, CEO
 PO Box 1655
 Cleveland, GA 30528

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives, effective as of the 1st day of January, 2023.

Contractor:

Agape Food Service & Catering, Inc.
 By:

 Name: **Bryan Sutton**
 Title: **CEO**

Lumpkin County:

By:

Chris Dockery, Chairman
Lumpkin County Board of
Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Concurrence of Lumpkin County Sheriff:

Stacy Jarrard, Sheriff

Attachment: Inmate Food Services Contract 2023 (2022-094 : Inmate Food Services Contract – Agape Food Service)

Cost Summary

Inmate Count	Price Per Meal
0 - 80	\$2.6796
81-100	\$2.4736
101- 110	\$1.5724
111- 120	\$1.5596
121- 130	\$1.5071
131-140	\$1.4583
141-150	\$1.4131
151-160	\$1.3736
161-170	\$1.3399
171- 200	\$1.3083
181-190	\$1.1466
191- 200	\$1.1228



Lumpkin County, Georgia

County Clerk Department

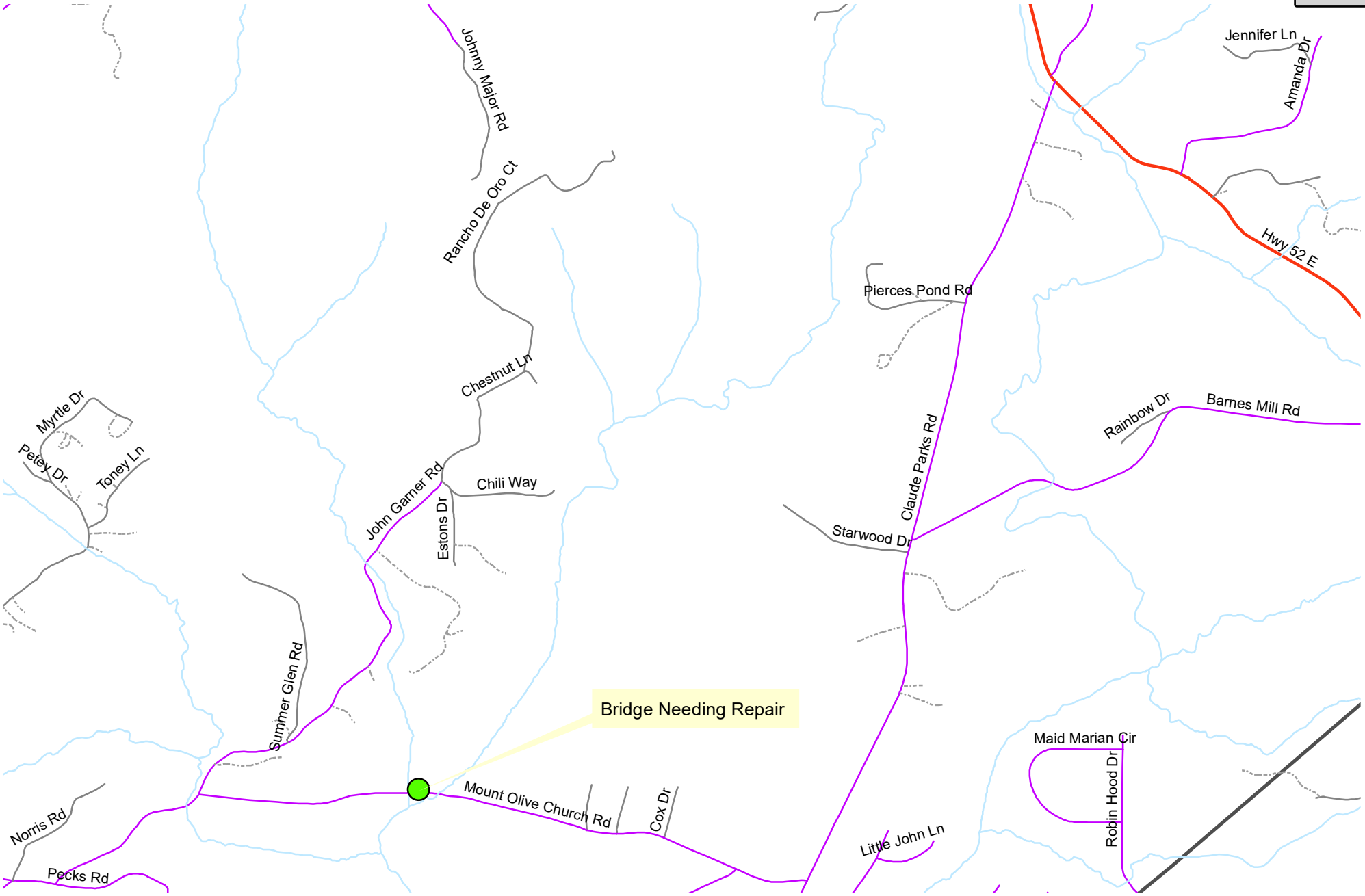
Date:	December 6, 2022
Agenda Item:	Alcoholic Beverage License – Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart
Item Description:	Alcoholic Beverage License – Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart. This is for the issuance of an alcoholic beverage license for Beer/Wine Package sales located at 1367 Dawsonville Hwy, Dahlonega, GA 30533.
Facts & Historical Information:	Bhavesh N. Shah is applying for Dahlonega Kwik Mart, LLC. d/b/a Kwik Mart to obtain a Beer/Wine Package sales alcoholic beverage license.
Potential Courses Of Action:	A. Approve the license. B. Deny the license
Staff Recommendation:	Approve the alcoholic beverage license.



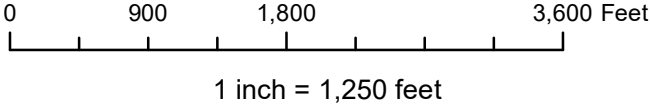
Lumpkin County, Georgia

Public Works Department

Date:	December 6, 2022
Agenda Item:	Mount Olive Church Road Culvert Replacement Request
Item Description:	Mount Olive Church Road Culvert Replacement Request. Request to go forward with necessary steps to put this project out for bid. It will consist of some surveying and design work for plans to add to the bid package. The estimated cost of construction is \$380,000.00 which includes cost for the surveying and design. I am submitting a request to DOT for assistance on this but do not know at this time how much that will be.
Facts & Historical Information:	Over time this bridge has been settling on the northwest corner of the roadway. After inspection of the substructure of the bridge it was determined to be severely cracked and leaning toward the creek. Upon this determination we began to get it repaired but it was determined that it would be cheaper to replace than to repair.
Potential Courses Of Action:	A) Bid the project out and award to the lowest and best bidder. B) Watch it and see what it does and make a decision later.
Budget Impact:	There is money in TSPLOST to cover the cost of replacing this bridge with a Triple 7'x6' Box Culvert. Also, I feel confident that we will get some participation from DOT.
Staff Recommendation:	Course of Action A
Attachments:	mountolivechurchroad IMG_0674 IMG_0675



Mount Olive Church Road









Lumpkin County, Georgia

Board of Commissioners Department

Date: December 6, 2022

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

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

Attachments:

Agenda Request Form_Lumpkin mtg of 12-6-22
Lumpkin County Presentation 12-2022 MCD



LUMPKIN COUNTY BOARD OF COMMISSIONERS

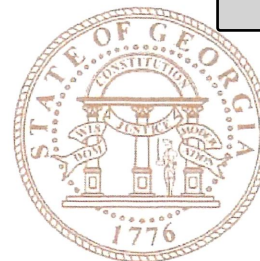
Tucker Greene
District 1

Chris Dockery
Chairman

Rhett Stringer
District 3

Dr. Bobby Mayfield
District 2

Jeff Moran
District 4



AGENDA ITEM REQUEST

Submission of an Agenda Item Request does not guarantee inclusion of the item on the Agenda.

Date: 11/14/2022

Name: Michael Christopher Dean

Address: 200 Pruitt Drive, Alpharetta, GA 30004

Phone: 404 771-6507

Email: csahorsesoldier@gmail.com

Topic/Subject to Present:

Capt. Jessie McDonald House - Proposal to relocate the McDonald house from
Yahoola Creek Park to land in Lumpkin County owned by the Georgia Division of
the Sons of Confederate Veterans (SCV). Ownership of the house would pass to
the SCV.

Requests to have items placed on the Agenda of the Lumpkin County Board of Commissioners Meeting must be submitted to the County Clerk 10 working days prior to the first scheduled Work Session of the month.

If you have handouts, documents, etc., please provide a complete set and a list of items submitted with this request. **If you hand out copies at the meeting** you must provide **10 COPIES** to ensure distribution to each of the Commissioners, County Attorney, County Manager, County Clerk, Deputy County Clerk, and Newspaper Representative.

Agenda items are discussed at the Board of Commissioners Work Session I held the first **Tuesday** of each month.

Contact the County Clerk at 706-864-3742 if you have any questions.

Proposal for Relocation of the Captain Jesse McDonald House

6 December 2022

Summary:

The Georgia Division of the Sons of Confederate Veterans (SCV) will move the McDonald house from Yahoola Creek Park to land owned by the SCV in Lumpkin County. The SCV will then assume ownership of the house. Subsequent to an appropriate restoration, the house and other site improvements will be open by appointment to members of the SCV and their guests.

Who are the Sons of Confederate Veterans?

Following the War Between the States, the surviving Southern soldiers came together to form a veterans organization known as the United Confederate Veterans (UCV).

The Sons of Confederate Veterans (SCV) is the continuation of this fraternal organization, founded as the original veterans began to age.

Organized at Richmond, Virginia in 1896, the SCV continues to serve today as a historical, patriotic, and non-political organization dedicated to ensuring that a true history of the South is preserved.

Membership in the Sons of Confederate Veterans is open to all male descendants of any veteran who served honorably in the Confederate armed forces.

Currently there are approximately 32,000 active SCV members in the United States, and internationally. The Georgia Division of the Sons of Confederate Veterans is headquartered in Macon, and is the largest single Division in the SCV.

Proposal Detail

Captain Jesse McDonald was the last commanding officer of the Blue Ridge Rifles (Company E, Phillip's Legion Infantry). He built his home on his return from the War Between the States, completing it in the mid 1870s on his farm; land which is today Yahoola Creek Park.

The house will be relocated by organized disassembly into sections small enough for standard flat bed or pickup truck transportation.

Labor for disassembly/reassembly will be a combination of contracted services, and SCV volunteer personnel.

A suitable small truck crane will be required.

Coordination with Parks and Recreation Department will ensure activities occur safely, well away from park guests. Grading of the park site after the house is relocated will be the responsibility of the Parks Department.

The land owned by the SCV is along Highway 19, across from the intersection of T. S. Jarrard Road.

Relocation and subsequent restoration of the McDonald house is part of an overall development plan for this 2 ½ acre site.

Also planned are a large covered pavilion, a kitchen and grilling area, restrooms, improved driveways and controlled secure site access.

The site has been surveyed and a plot plan has been developed.

We are beginning the process of obtaining land disturbance and building permits.

Bids for clearing and grading work are being gathered.

We are confirming renewed use of existing entrance drives from Highway 19 with GDOT.

These steps, along with concrete and foundation work will need to be completed prior to relocation of the house.

We believe therefore that we will be ready for the house relocation by mid spring of 2023.

Our Contact Information:

**Project Coordinator &
2nd Brigade Commander**

Michael Dean
200 Pruitt Drive
Alpharetta, Georgia 30004
csahorsesoldier@gmail.com
(404) 771-6507

**Georgia Division
Commander**

Timothy F. Pilgrim
20 Old Fuller Mill Rd. NE
Marietta, Ga. 30067
timfpilgrim@yahoo.com
(404) 456-3393

Division Spokesman

Martin K. O'Toole
gascvpr@gmail.com
678-232-8638

Division Judge Advocate

Daniel Coleman
8735 Jenkins Rd.
Winston, Ga. 30187
dancofin@yahoo.com
770-265-7910

