LUMPKIN COUNTY
Board of Commissioners

Regular Meeting Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

November 21, 2023
6:00 PM

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

1. Board of Commissioners - Work Session - October 5, 2023 4:00 PM
2. Board of Commissioners - Appeal Hearing - October 5, 2023 4:15 PM
3. Board of Commissioners - Work Session II - October 17, 2023 5:30 PM
4. Board of Commissioners - Regular Meeting - October 17, 2023 6:00 PM

- **RESOLUTIONS**

5. 2023-48 Consideration of 2024 BOC Meeting Calendar *(County Clerk Melissa Witcher)*
6. 2023-49 Establish 2024 Lumpkin County Government Holiday Schedule *(Community & Employee Services Director Alicia Davis)*
7. 2023-50 Consideration of the Lumpkin County 2024 Budget Calendar for FY 2025 Budget *(Finance Director Abby Branan)*
8. 2023-51 An Ordinance of Lumpkin County, Georgia and Concurrent Resolution of the Lumpkin County Water and Sewerage Authority Setting Forth Prohibitions and Use Limitations Regarding Lumpkin County's Wastewater Treatment Facilities *(County Manager Alan Ours)*
9. 2023-52 Appoint Members to Lumpkin County Building Committee - *Park & Rec Manager to Seat 7, Charles Trammell to Seat 8, and Leah Smith to Seat 9 all with terms expiring 12/31/2024*
10. 2023-53 Appoint Members to the Audit Committee - *Chairman Dockery to Seat 1, Rhett Stringer to Seat 2, Michael Chastain to Seat 3, Melissa Witcher to Seat 4, and Charles Jones to Seat 5, all with terms expiring 12/31/2024*
11. 2023-54 Appoint Member to Lumpkin County Board of Health - *Donna Whitfield with a term expiring 12/31/2029*
12. 2023-55 Appoint Members to Lumpkin County Park & Rec Citizens Advisory Board - *Michael Shawn Boyd to Seat 1, Leah Smith to Seat 3, and Hank Haynes to Seat 5, all with terms expiring 12/31/2025*
13. 2023-56 Appoint Member to the Library Board - *Diane Bates to Seat 3 of an unexpired term ending 06/30/2024*

14. 2023-57 Amend Chapter 42 of the Lumpkin County Code of Ordinances Entitled Improper Use of Public Places *(County Manager Alan Ours)*
15. 2023-58 November Surplus Property *(Finance Director Abby Branan)*

- **REPORTS**
  County Department reports can be viewed on www.lumpkincounty.gov

- **ELECTED OFFICIALS**

- **CONTRACTS/AGREEMENTS**

16. 2023-104 Stryker ProCare Maintenance Agreement *(EMS Director David Wimpy)*
17. 2023-105 Loan of Tractor for Display in the Administration Building Lobby *(Special Projects Director Ashley Peck)*
18. 2023-106 Georgia Forestry Commission FY-2023 Georgia Forestry Volunteer Fire Assistance Grant Program *(Fire Chief David Wimpy)*
19. 2023-107 Cellebrite Software *(Sheriff Stacy Jarrard)*
20. 2023-108 Renewal of Recycling IGA with Hall County *(Special Projects Director Ashley Peck)*
21. 2023-109 Adapt to Solve Contract for the Installation of Low Voltage, Security Cameras, and Intercom System for the Pinetree Recreation Center ***Ratify*** *(Special Projects Director Ashley Peck)*

- **OTHER ITEMS**

22. 2019 TSPLOST 2023 Work Plan Amendment *(Finance Director Abby Branan)*
23. Decision on Appeal for Planning Commission Denial for a Tiny Home

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **ADJOURNMENT**

Lumpkin County, Georgia

County Clerk

Date: November 21, 2023

Agenda Item: Board of Commissioners - Work Session - October 5, 2023 4:00 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

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

October 5, 2023
4:00 PM

- **CALL TO ORDER**

- **PRESENTATIONS**

1. Recycling Committee Presentation - Cas Alldred

- **MINUTES**

2. Board of Commissioners - Work Session - September 5, 2023 4:00 PM
3. Board of Commissioners - Special Called Work Session - September 19, 2023 2:00 PM
4. Board of Commissioners - Work Session II - September 19, 2023 5:30 PM
5. Board of Commissioners - Regular Meeting - September 19, 2023 6:00 PM
6. Board of Commissioners - Retreat - September 28, 2023 8:30 AM

- **RESOLUTIONS**

7. 2023-44 Resolution Urging the Governor and General Assembly of Georgia to Continue Efforts to Reform and Improve Mental Health Services for The Citizens of Georgia
8. 8.2023-45 Resolution to Approve the Environmental Facilities Agreement Between Lumpkin County Water and Sewerage Authority and Lumpkin County for Loan/Project No. Cw2023022
9. 2023-46 Appoint Member to the Board of Tax Assessors - -- *to Seat 1, with a term expiring 06/30/2024*
10. 2023-47 Appoint Member to Veterans Affairs Committee - *Amanda Murray to Seat 8, of an unexpired term ending 04/14/2026*

- **CONTRACTS/AGREEMENTS**

11. 2023-094 Holly Theatre renewal of Old Cannery Building Lease *(Special Projects Director Ashley Peck)*
12. 2023-097 Ninth District Opportunity Inc. Lease - Head Start Building *(Special Projects Director Ashley Peck)*
13. 2023-098 Environmental Facilities Agreement – LCWSA & Lumpkin County *(Water & Sewerage Authority Director Sean Phipps)*
14. 2023-099 Aquatic Consultant Services Contract - Sordoni Aquatic Consulting LLC. *(County Manager Alan Ours)*
15. 2023-100 Consideration of DebtBook Contract Renewal *(Finance Director Abby Branan)*
16. 16.2023-101 Document Destruction Services – Service Agreement *(Finance Director Abby Branan)*
17. 2023-102 Banking Services Contract *(Finance Director Abby Branan)*
18. 2023-103 Musco Lighting Contract - Pinetree Recreation Center Pickleball Courts *(Special Projects Director Ashley Peck)* ***Ratify***

- **OTHER ITEMS**

19. Secure Rural Schools Act – Title III Money – Certification on Use of Funds *(Finance Director Abby Branan)*

20. Rescue Boat and Motor Donation *(Fire Chief David Wimpy)*
21. American Legion Sewer Easement *(County Attorney Joy Edelberg)*
22. Short Term Rental Software, Host Compliance (*Community & Economic Development Director, Rebecca Mincey*)

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

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

October 5, 2023
4:00 PM

CALL TO ORDER
The meeting was called to order at 4:18 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, and Jeff Moran. Commissioner Stringer was absent.

PRESENTATIONS
1. Recycling Committee Presentation - Cas Alldred
Cas Alldred gave a presentation on the findings of the Lumpkin County Recycling & Litter Committee. After the presentation, Commissioner Greene expressed his thanks to the committee and shared how serving on the committee gave him a new appreciation for the need to recycle. Chairman Dockery said recycling is a community effort; it is our responsibility to provide the equipment and it is the public's job to do the recycling. He commended Dr. Alldred on the committee's ideas and said it is a great place to start. Commissioner Greene said partnerships with others in the community will be crucial, and Commissioner Mayfield said whoever becomes the Recycling Manager will have to spend time educating the public as well.

MINUTES
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6. Board of Commissioners - Retreat - September 28, 2023 8:30 AM

RESOLUTIONS
7. 2023-44 Resolution Urging the Governor and General Assembly of Georgia to Continue Efforts to Reform and Improve Mental Health Services for The Citizens of Georgia
ACCG is strongly encouraging every county in the state to adopt a resolution urging the Governor and General Assembly to continue efforts to reform and improve mental health services for the citizens of Georgia.

8. 2023-45 Resolution to Approve the Environmental Facilities Agreement Between Lumpkin County Water and Sewerage Authority and Lumpkin County for Loan/Project No. Cw2023022

9. 2023-46 Appoint Member to the Board of Tax Assessors - -- *to Seat 1, with a term expiring 06/30/2024*

10. 2023-47 Appoint Member to Veterans Affairs Committee - *Amanda Murray to Seat 8, of an unexpired term ending 04/14/2026*

CONTRACTS/AGREEMENTS
11. 2023-094 Holly Theatre renewal of Old Cannery Building Lease *(Special Projects Director Ashley Peck)*
Recommendation regarding the approval of the lease renewal with the Holly Theatre for the use of the Old Cannery Building.

12. 2023-097 Ninth District Opportunity Inc. Lease - Head Start Building *(Special Projects Director Ashley Peck)*
Recommendation regarding the approval of the lease renewal with Ninth District Opportunity, Inc. (NDO) to operate the Lumpkin County Head Start Program in a county facility

13. 2023-098 Environmental Facilities Agreement – LCWSA & Lumpkin County *(Water & Sewerage Authority Director Sean Phipps)*
GEFA has approved an application from LCWSA for a $3,825,000 GEFA loan to secure matching funds to construct a

new wastewater treatment plant and sewer system improvements. In order to execute the loan, GEFA is requiring LCWSA and Lumpkin County execute an Environmental Facilities Agreement.

14. 2023-099 Aquatic Consultant Services Contract - Sordoni Aquatic Consulting LLC. *(County Manager Alan Ours)*
This is an aquatic consultant services contract that will lead through the process of starting up a successful aquatic facility.

15. 2023-100 Consideration of DebtBook Contract Renewal *(Finance Director Abby Branan)*
Consideration of DebtBook Contract Renewal.

16. 2023-101 Document Destruction Services – Service Agreement *(Finance Director Abby Branan)*
Consideration of an updated contract with Document Destruction Services for routine destruction of sensitive materials in the Sheriff, Superior Court, Probate Court, Clerk of Court, Juvenile Court, Finance, Tax Commissioner, Fire Station #1/E911, and Fire Station #4 locations.

17. 2023-102 Banking Services Contract *(Finance Director Abby Branan)*
Consideration of renewal of the banking services contract with United Community Bank.

18. 2023-103 Musco Lighting Contract - Pinetree Recreation Center Pickleball Courts *(Special Projects Director Ashley Peck)* ***Ratify***
Musco Lighting Contract for the installation of lighting at the Pinetree Recreation Center.

OTHER ITEMS
19. Secure Rural Schools Act – Title III Money – Certification on Use of Funds *(Finance Director Abby Branan)*
To certify that all funds have been used or obligated by September 30, 2023.

20. Rescue Boat and Motor Donation *(Fire Chief David Wimpy)*
Acceptance of a new rescue boat and motor.

21. American Legion Sewer Easement *(County Attorney Joy Edelberg)*
This is an easement request by the American Legion to access sewer behind the Fire Station 1 property.

22. Short Term Rental Software, Host Compliance (*Community & Economic Development Director*, *Rebecca Mincey*)
Staff recommends not renewing Host Compliance for the short-term rental licensing. Planning staff has coordinated with the finance department and the Sheriff's office to accomplish the same items in a more efficient and cost-effective way than what is received through the Host Compliance service. Moving the oversight in house will save the department $22,000 annually.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT
The meeting was adjourned at 4:49 pm.

_____
Date

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Witcher
Clerk, Lumpkin County

Lumpkin County, Georgia

County Clerk

Date: November 21, 2023

Agenda Item: Board of Commissioners - Appeal Hearing - October 5, 2023 4:15 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY
Board of Commissioners
Appeal Hearing Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

October 5, 2023
4:15 PM

- **Call to Order**
- **Appeal Hearing**

  Appeal for Planning Commission Denial of Building Setback Variance Request for Proposed House at 247 Perkins Road
- **Adjournment**

LUMPKIN COUNTY
Board of Commissioners
Appeal Hearing Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

October 5, 2023
4:15 PM

Call to Order
The meeting was called to order at 4:57 pm. Present were Chairman Chris Dockery and Commissioners Tucker Greene, Bobby Mayfield, and Jeff Moran. Commissioner Rhett Stringer was absent.

***Motion**: Commissioner Moran moved to approve the agenda and was seconded by Commissioner Greene. The motion was approved and carried.*

Appeal Hearing

Appeal for Planning Commission Denial of Building Setback Variance Request for Proposed House at 247 Perkins Road
Chairman Dockery explained the purpose of the hearing. Rebecca Mincey provided the background of the variance request by reading aloud the minutes of the Planning Commission meeting where the request was initially denied, and she read aloud the appeal request letter from the applicant, Jarrod Hatcher. In his letter, Mr. Hatcher is requesting a 30-foot reduction on the front setback of the property, which will enable him to build a home in the same footprint of the mobile home that was there for many years. Mr. Hatcher argues in his letter that due to the unique topography of the parcel, it would be a hardship to build a home on the steep slope per the required 50-foot setback. Mr. Hatcher hopes to build a single-level home without the added cost and complexity of a two-story building.

Chairman Dockery read aloud the purpose of a variance request, which is to provide relief when regulations impose difficulties or hardships based upon certain factors, such as the size, shape, or dimension of a site, the location of existing structures, and geographic conditions of a site. No variance will be granted for self-imposed hardships. He then read the procedural rules for the hearing.

Applicant Jarrod Hatcher spoke first, briefly summarizing the reason for his variance request. He said he believes the Planning Commission denied his request due to a misunderstanding. He also expressed his concern that a member of the Planning Commission who happens to be an adjoining landowner did not recuse himself from this item when it was discussed at their September meeting. Mr. Hatcher said if he had requested this within two years of the removal of the mobile home, it would not have required a variance.

Commissioner Moran said it would be helpful to see a site plan with everything marked, and Chairman Dockery agreed. Mr. Hatcher said Charles Trammell and Jenna Ritter both have visited the site, but the Commissioners are welcome to come look. The Chairman explained that setbacks are generally created for safety, utilities, and aesthetics. Typically, subdivisions only require a 30-foot setback while homes on County roads require 50-foot. He asked Mr. Trammell what the reasoning for this is, and Mr. Trammell replied it is a safety issue. County roads will have a higher speed limit, so you don't want people backing out onto the road from their driveway. The Commissioners then discussed the exact width of the right-of-way for this road, as Commissioner Mayfield said it appeared to be a prescriptive easement, meaning the land was not deeded to the County. Commissioner Moran asked Mr. Hatcher if there was anywhere else he could put the home, but he replied no. Chairman Dockery then allowed any citizens in opposition to the variance to speak. Derek Runyon spoke about the conditions on Dry Hollow Road and Perkins Road. He said Dry Hollow is a one-lane road with a 35-mph speed limit, but you cannot safely go that fast. He said he has recently had near-collisions with someone driving down the road on a motorcycle.

Chairman Dockery asked him if the problem is that the volume of traffic is too high for the width of the road, and Mr. Runyon said it is the size/width of the road. He said he hasn't seen any site plans, and he said Mr. Hatcher could build with the topography, it is just a matter of cost. He said his main concern is safety.

David Woodward explained he is in a partnership that owns land adjacent to Mr. Hatcher. There are 16 homes on Dry Hollow Road, which is contiguous to Perkins Road, and traffic often comes from Dry Hollow down to Perkins. Mr. Woodward encouraged the Commissioners to look at the site. He said he does applaud Mr. Hatcher for cleaning up the site, but he does not think it is ideal for a new home.

Chairman Dockery read the definition of a setback according to the American Planning Association. Setbacks have traditionally been used for purposes such as sanitation, fire safety, stormwater, and aesthetics. Setbacks also play an important role in safety and quality of life, which can affect everyone who interacts with that space. Chairman Dockery said he would like an opportunity to view the site, and he encouraged the other Commissioners to do the same. The BOC can then be prepared to make a decision at the regular meeting in two weeks.

Commissioner Greene brought up the possibility of widening the road, but Charles Trammell said it would require about 5 or 6 additional feet on each side. If this is a prescriptive easement, Chairman Dockery said the taxpayers would have to purchase property on both sides. There is no room within the prescriptive easement to widen the road, and it would cost thousands for the County to purchase the right-of-way.

Adjournment

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

The meeting ended at 5:51 pm.

_____ _____

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____

Melissa Witcher
Clerk, Lumpkin County

Lumpkin County, Georgia

County Clerk

Date: November 21, 2023

Agenda Item: Board of Commissioners - Work Session II - October 17, 2023 5:30 PM

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

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

October 17, 2023
5:30 PM

- **CALL TO ORDER**

- **CONSIDERATION OF MINUTES**

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3. Board of Commissioners - Work Session II - September 19, 2023 5:30 PM
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5. Board of Commissioners - Retreat - September 28, 2023 8:30 AM

- **RESOLUTIONS**

6. 2023-44 Resolution Urging the Governor and General Assembly of Georgia to Continue Efforts to Reform and Improve Mental Health Services for The Citizens of Georgia
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8. 2023-46 Appoint Member to the Board of Tax Assessors - *Daniel Bosanko to Seat 1, with a term expiring 06/30/2024*
9. 2023-47 Appoint Member to Veterans Affairs Committee - *Amanda Murray to Seat 8, of an unexpired term ending 04/14/2026*

- **CONTRACTS/AGREEMENTS**

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16. 2023-102 Banking Services Contract *(Finance Director Abby Branan)*
17. 2023-103 Musco Lighting Contract - Pinetree Recreation Center Pickleball Courts *(Special Projects Director Ashley Peck)* ***Ratify***

- **OTHER ITEMS**

18. Secure Rural Schools Act – Title III Money – Certification on Use of Funds *(Finance Director Abby Branan)*

19. Rescue Boat and Motor Donation *(Fire Chief David Wimpy)*
20. American Legion Sewer Easement *(County Attorney Joy Edelberg)*
21. Short Term Rental Software, Host Compliance (*Community & Economic Development Director, Rebecca Mincey*)
22. Decision on Planning Appeal - Hatcher Appeal ***Regular Meeting***
23. Consideration of Approving Reclassification of the Athletic Assistant Position to Athletic Coordinator *(Community & Employee Services Director Alicia Davis)*

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

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

October 17, 2023
5:30 PM

CALL TO ORDER
The meeting was called to order at 5:30 pm. Present were Chairman Chris Dockery and Commissioners Bobby Mayfield, Rhett Stringer, and Jeff Moran. Commissioner Tucker Greene was absent.

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Consideration of DebtBook Contract Renewal.

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Consideration of renewal of the banking services contract with United Community Bank.

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Musco Lighting Contract for the installation of lighting at the Pinetree Recreation Center.

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Acceptance of a new rescue boat and motor.

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This is an easement request by the American Legion to access sewer behind the Fire Station 1 property.

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Staff recommends not renewing Host Compliance for the short-term rental licensing. Planning staff has coordinated with the finance department and the Sheriff's office to accomplish the same items in a more efficient and cost-effective way than what is received through the Host Compliance service. Moving the oversight in house will save the department $22,000 annually.

22. Decision on Planning Appeal - Hatcher Appeal ***Regular Meeting***

23. Consideration of Approving Reclassification of the Athletic Assistant Position to Athletic Coordinator *(Community & Employee Services Director Alicia Davis)*
Reclassify Athletic Assistant position to Athletic Coordinator position.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT
The meeting was adjourned at 5:38 pm.

_____ _____
Date Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Witcher
Clerk, Lumpkin County

Lumpkin County, Georgia

County Clerk

Date: November 21, 2023

Agenda Item: Board of Commissioners - Regular Meeting - October 17, 2023 6:00 PM

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- **CONTRACTS/AGREEMENTS**

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23. Consideration of Approving Reclassification of the Athletic Assistant Position to Athletic Coordinator *(Community & Employee Services Director Alicia Davis)*

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

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

October 17, 2023
6:00 PM

CALL TO ORDER
The meeting was called to order at 6:00 pm. Present were Chairman Chris Dockery and Commissioners Bobby Mayfield, Rhett Stringer, and Jeff Moran. Commissioner Tucker Greene was absent.

INVOCATION
Chairman Dockery gave the invocation, which was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA
Motion*: Commissioner Stringer moved to approve the agenda and was seconded by Commissioner Mayfield. The motion was approved and carried.*

PUBLIC COMMENTS (Agenda Specific)
There were no comments from the public.

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Motion*: Commissioner Moran made a motion to approve the minutes by acclamation. Commissioner Mayfield seconded the motion, which was approved and carried.*

RESOLUTIONS
6. 2023-44 Resolution Urging the Governor and General Assembly of Georgia to Continue Efforts to Reform and Improve Mental Health Services for The Citizens of Georgia
ACCG is strongly encouraging every county in the state to adopt a resolution urging the Governor and General Assembly to continue efforts to reform and improve mental health services for the citizens of Georgia.

Motion*: Chairman Dockery moved to approve the resolution and was seconded by Commissioner Mayfield. The motion was approved and carried.*

7. 2023-45 Resolution to Approve the Environmental Facilities Agreement Between Lumpkin County Water and Sewerage Authority and Lumpkin County for Loan/Project No. Cw2023022

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

8. 2023-46 Appoint Member to the Board of Tax Assessors - *Daniel Bosanko to Seat 1, with a term expiring 06/30/2024*

Motion*: Chairman Dockery moved to appoint Daniel Bosanko to Seat 1 with a term expiring 6/30/2024. Commissioner Mayfield seconded the motion, which was approved and carried.*

9. 2023-47 Appoint Member to Veterans Affairs Committee - *Amanda Murray to Seat 8, of an unexpired term ending 04/14/2026*

***Motion**: Chairman Dockery made a motion to appoint Amanda Murray to Seat 8 with an unexpired term ending 4/14/2026. Commissioner Mayfield seconded the motion, and it was approved and carried.*

REPORTS
County Department reports can be viewed on www.lumpkincounty.gov

ELECTED OFFICIALS

CONTRACTS/AGREEMENTS
10. 2023-094 Holly Theatre renewal of Old Cannery Building Lease *(Special Projects Director Ashley Peck)*
Recommendation regarding the approval of the lease renewal with the Holly Theatre for the use of the Old Cannery Building.

***Motion**: Commissioner Stringer moved to approve the contract and was seconded by Commissioner Moran. The motion was approved and carried.*

11. 2023-097 Ninth District Opportunity Inc. Lease - Head Start Building *(Special Projects Director Ashley Peck)*
Recommendation regarding the approval of the lease renewal with Ninth District Opportunity, Inc. (NDO) to operate the Lumpkin County Head Start Program in a county facility

***Motion**: Commissioner Mayfield made a motion to approve the contract, and he was seconded by Commissioner Moran. The motion was approved and carried.*

12. 2023-098 Environmental Facilities Agreement – LCWSA & Lumpkin County *(Water & Sewerage Authority Director Sean Phipps)*
GEFA has approved an application from LCWSA for a $3,825,000 GEFA loan to secure matching funds to construct a new wastewater treatment plant and sewer system improvements. In order to execute the loan, GEFA is requiring LCWSA and Lumpkin County execute an Environmental Facilities Agreement.

***Motion**: Commissioner Moran moved to approve the agreement and was seconded by Commissioner Mayfield. The motion was approved and carried.*

13. 2023-099 Aquatic Consultant Services Contract - Sordoni Aquatic Consulting LLC. *(County Manager Alan Ours)*
This is an aquatic consultant services contract that will lead through the process of starting up a successful aquatic facility.

***Motion**: Commissioner Mayfield made a motion to approve the contract and was seconded by Commissioner Stringer. The motion was approved and carried.*

14. 2023-100 Consideration of DebtBook Contract Renewal *(Finance Director Abby Branan)*
Consideration of DebtBook Contract Renewal.

***Motion**: Commissioner Moran moved to approve the contract and was seconded by Commissioner Mayfield. The motion was approved and carried.*

15. 2023-101 Document Destruction Services – Service Agreement *(Finance Director Abby Branan)*
Consideration of an updated contract with Document Destruction Services for routine destruction of sensitive materials in the Sheriff, Superior Court, Probate Court, Clerk of Court, Juvenile Court, Finance, Tax Commissioner, Fire Station #1/E911, and Fire Station #4 locations.

***Motion**: Commissioner Mayfield moved to approve the agreement and was seconded by Commissioner Moran. The motion was approved and carried.*

16. 2023-102 Banking Services Contract *(Finance Director Abby Branan)*
Consideration of renewal of the banking services contract with United Community Bank.

***Motion**: Commissioner Mayfield moved to approve the contract and was seconded by Commissioner Stringer. The motion was approved and carried.*

17. 2023-103 Musco Lighting Contract - Pinetree Recreation Center Pickleball Courts *(Special Projects Director Ashley Peck)* ***Ratify***
Musco Lighting Contract for the installation of lighting at the Pinetree Recreation Center.

Motion*: Commissioner Moran moved to approve the agreement and was seconded by Commissioner Mayfield. The motion was approved and carried.*

OTHER ITEMS
18. Secure Rural Schools Act – Title III Money – Certification on Use of Funds *(Finance Director Abby Branan)*
To certify that all funds have been used or obligated by September 30, 2023.

19. Rescue Boat and Motor Donation *(Fire Chief David Wimpy)*
Acceptance of a new rescue boat and motor.

Motion*: Commissioner Stringer made a motion to approve the donation and was seconded by Commissioner Mayfield. The motion was approved and carried.*

20. American Legion Sewer Easement *(County Attorney Joy Edelberg)*
This is an easement request by the American Legion to access sewer behind the Fire Station 1 property.

Motion*: Commissioner Stringer made a motion to proceed contingent upon the City of Dahlonega's decision. The motion was seconded by Commissioner Moran, and it was approved and carried.*

21. Short Term Rental Software, Host Compliance (*Community & Economic Development Director, Rebecca Mincey*)
Staff recommends not renewing Host Compliance for the short-term rental licensing. Planning staff has coordinated with the finance department and the Sheriff's office to accomplish the same items in a more efficient and cost-effective way than what is received through the Host Compliance service. Moving the oversight in house will save the department $22,000 annually.

Motion*: Commissioner Stringer moved to approve staff's recommendation, which is to discontinue the software. Commissioner Moran seconded the motion, which was approved and carried.*

22. Decision on Planning Appeal - Hatcher Appeal
Commissioner Rhett Stringer recused himself from this item.

Chairman Dockery stated "After reviewing the planning commission minutes and hearing from the applicant and a member of the planning commission in opposition to the applicant, it appears a member of the planning commission has an interest in property adjacent to the applicant's property. This creates a conflict of interest in that the member's ownership in the adjacent property could improperly influence, or been seen to influence, the member's actions in this matter. In fact, had the planning commission granted the variance, the member could be considered an aggrieved party having a right to appeal the very decision in which the member participated."

Motion*: Chairman Dockery made a motion to remand this matter to the Planning Commission for reconsideration without participation by any member with a conflict of interest. Commissioner Mayfield seconded his motion. Commissioners Dockery, Mayfield, and Moran were all in favor, and Commissioner Stringer was recused. The motion carried.*

23. Consideration of Approving Reclassification of the Athletic Assistant Position to Athletic Coordinator *(Community & Employee Services Director Alicia Davis)*
Reclassify Athletic Assistant position to Athletic Coordinator position.

Motion*: Commissioner Mayfield moved to approve the reclassification and was seconded by Commissioner Stringer. The motion was approved and carried.*

COUNTY MANAGER
Mr. Ours informed the Commissioners that due to the new Whataburger being built on Morrison Moore Parkway, two trees would have to be removed from the right-of-way by the library. The County will replace the two trees in the future.

COUNTY ATTORNEY

COMMISSIONERS
Commissioner Mayfield addressed Jarrod Hatcher and told him that the Board's decision regarding his appeal was not a denial, we just want the procedure to be followed properly. He also reminded the public that this weekend is Gold Rush, and he commended Tourism Director Sam McDuffie for his excellent work in spreading the word about Dahlonega.

Chairman Dockery shared about the recent Legislative Leadership Conference with ACCG at Jekyll Island.

PUBLIC COMMENTS

ADJOURNMENT
Motion*: Commissioner Mayfield moved to adjourn the meeting and was seconded by Commissioner Stringer. The motion was approved and carried.*

The meeting ended at 6:21 pm.

_____ _____
Date Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Witcher
Clerk, Lumpkin County

Lumpkin County, Georgia

County Clerk

Date: November 21, 2023

Agenda Item: 2023-48 Consideration of 2024 BOC Meeting Calendar *(County Clerk Melissa Witcher)*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023 – 48

A RESOLUTION TO ADOPT
THE
2024 CALENDAR
FOR
MEETINGS OF THE LUMPKIN COUNTY BOARD OF COMMISSIONERS

Whereas, the Lumpkin County Board of Commissioners desires to adopt a calendar for its regularly scheduled monthly work sessions and regular monthly meetings for the 2024 calendar year; and

Whereas, the Board has elected to continue to hold its first monthly work session on the 1st Tuesday of each month at 4:00 p.m.; and

Whereas, the Board has elected to continue to hold its second monthly work session on the 3rd Tuesday of each month at 5:30 p.m.; and

Whereas, the Board has elected to continue to hold its regular monthly meeting on the 3rd Tuesday of each month at 6:00 p.m.

Now therefore, it is hereby resolved that the calendar set out on the attached Exhibit "A" shall be the official meeting calendar for 2024.

Resolved, adopted and effective this 21st day of November, 2023.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

LUMPKIN COUNTY BOARD OF COMMISSIONERS
MEETING SCHEDULE - REGULAR MONTHLY MEETINGS

Meetings are held at
LUMPKIN COUNTY ADMINISTRATION BUILDING
2ND FLOOR BOARDROOM
99 Courthouse Hill
DAHLONEGA, GEORGIA

2024 MONTHLY WORK SESSIONS		2024 Regular Monthly Meetings	
January 2, 2024	Tuesday - 4:00 p.m.		
January 16, 2024	Tuesday - 5:30 p.m.	January 16, 2024	Tuesday - 6:00 p.m.
February 6, 2024	Tuesday - 4:00 p.m.		
February 20, 2024	Tuesday - 5:30 p.m.	February 20, 2024	Tuesday - 6:00 p.m.
March 5, 2024	Tuesday - 4:00 p.m.		
March 19, 2024	Tuesday - 5:30 p.m.	March 19, 2024	Tuesday - 6:00 p.m.
April 2, 2024	Tuesday - 4:00 p.m.		
April 16, 2024	Tuesday - 5:30 p.m.	April 16, 2024	Tuesday - 6:00 p.m.
May 7, 2024	Tuesday - 4:00 p.m.		
May 21, 2024	Tuesday - 5:30 p.m.	May 21, 2024	Tuesday - 6:00 p.m.
June 4, 2024	Tuesday - 4:00 p.m.		
June 18, 2024	Tuesday - 5:30 p.m.	June 18, 2024	Tuesday - 6:00 p.m.
July 2, 2024	Tuesday - 4:00 p.m.		
July 16, 2024	Tuesday - 5:30 p.m.	July 16, 2024	Tuesday - 6:00 p.m.
August 6, 2024	Tuesday - 4:00 p.m.		
August 20, 2024	Tuesday - 5:30 p.m.	August 20, 2024	Tuesday - 6:00 p.m.
September 3, 2024	Tuesday - 4:00 p.m.		
September 17, 2024	Tuesday - 5:30 p.m.	September 17, 2024	Tuesday - 6:00 p.m.
October 1, 2024	Tuesday - 4:00 p.m.		
October 15, 2024	Tuesday - 5:30 p.m.	October 15, 2024	Tuesday - 6:00 p.m.
November 5, 2024	Tuesday - 4:00 p.m.		
November 19, 2024	Tuesday - 5:30 p.m.	November 19, 2024	Tuesday - 6:00 p.m.
December 3, 2024	Tuesday - 4:00 p.m.		
December 17, 2024	Tuesday - 5:30 p.m.	December 17, 2024	Tuesday - 6:00 p.m.

LUMPKIN COUNTY BOARD OF COMMISSIONERS
99 COURTHOUSE HILL, SUITE H
DAHLONEGA, GEORGIA 30533-0541
706-864-3742
www.lumpkincounty.gov

Lumpkin County, Georgia

Human Resources

Date: November 21, 2023

Agenda Item: 2023-49 Establish 2024 Lumpkin County Government Holiday Schedule
(Community & Employee Services Director Alicia Davis)

Item Description: Request to Establish 2024 Lumpkin County Government Holiday Schedule

Facts & Historical Information:

In November of each year the BOC sets the holiday schedule for the upcoming year. The proposed schedule is based on previously approved schedules and is as follows:

1. January 1, 2024, (Monday) shall be observed as New Year's Day.
2. January 15, 2024, (Monday) shall be observed as Martin Luther King, Jr. Day.
3. May 27, 2024, (Monday) shall be observed as Memorial Day.
4. July 4, 2024, (Thursday) shall be observed as Independence Day.
5. September 2, 2024, (Monday) shall be observed as Labor Day.
6. November 11, 2024, (Monday) shall be observed as Veterans Day.
7. November 28, 2024, (Thursday) shall be observed as Thanksgiving Day and November 29, 2024, (Friday) shall be observed as a holiday.
8. December 24, 2024, (Tuesday) shall be observed as the Christmas Eve holiday.
9. December 25, 2024, (Wednesday) shall be observed as the holiday for Christmas Day.

Note: Veterans Day is a county-paid holiday only in years when it occurs during the normal

business week. Veterans Day 2024 occurs on Monday and is on the above list.

Potential Courses Of Action:

1. Approve proposed holiday schedule.
2. Decline to approve the proposed schedule.

Budget Impact:

The proposed schedule should be budget neutral since the cost for paid holidays is planned into the already approved 2024 budget.

Staff Recommendation: Approve Course of Action A

LUMPKIN COUNTY RESOLUTION NO. 2023 – 49

A RESOLUTION TO ESTABLISH THE 2024 HOLIDAY SCHEDULE FOR LUMPKIN COUNTY GOVERNMENT OPERATIONS

Whereas, the Lumpkin County Board of Commissioners desires to designate and set out those days which shall be accounted for as "holidays" during the 2024 calendar year;

Now therefore, it is hereby resolved that the following days shall be considered holidays for the 2024 calendar year:

1. January 1, 2024, (Monday) shall be observed as New Year's Day.
2. January 15, 2024, (Monday) shall be observed as Martin Luther King Day.
3. May 27, 2024, (Monday) shall be observed as Memorial Day.
4. July 4, 2024, (Thursday) shall be observed as Independence Day.
5. September 2, 2024, (Monday) shall be observed as Labor Day.
6. November 11, 2024, (Monday) shall be observed as Veteran's Day.
7. November 28, 2024, (Thursday) shall be observed as Thanksgiving Day and November 29, 2024, (Friday) shall be observed as a holiday.
8. December 24, 2024, (Tuesday) shall be observed as the holiday for Christmas Eve.
9. December 25, 2024, (Wednesday) shall be observed as the holiday for Christmas Day.

The Lumpkin County Courthouse and other County offices, other than public safety, will normally be closed on holidays.

Resolved, adopted and effective this 21st day of November, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Finance

Date:	November 21, 2023
Agenda Item:	2023-50 Consideration of the Lumpkin County 2024 Budget Calendar for FY 2025 Budget *(Finance Director Abby Branan)*
Item Description:	Consideration of the Lumpkin County 2024 Budget Calendar for FY2025 Budget
Facts & Historical Information:	This agenda item is to set the 2024 Budget Calendar for the 2025 Budget. This document will be used as a guide during the budget process. Use of the calendar ensures that all state requirements are met for advertising and meetings. The calendar is shared with the Board of Education and the City to ensure that all deadlines are met so the digest can be submitted on time. The calendar is also a tool used to communicate information to the public about the budget process from the initial presentation of a proposed budget to the adoption of the 2025 Budget and establishment of the corresponding 2024 millage rates. The calendar is presented in the same format as previous years with red letter items indicating times the Board of Commissioners will need to be available for meetings. This calendar may be amended in 2024 should the need arise.
Potential Courses Of Action:	A. Approve the calendar as presented. B. Amend the calendar.
Budget Impact:	There is no impact to the budget by setting the budget calendar.
Staff Recommendation:	Course of Action A

LUMPKIN COUNTY RESOLUTION NO. 2023 – 50

A RESOLUTION TO ADOPT
THE
LUMPKIN COUNTY 2024 BUDGET CALENDAR
TO
ESTABLISH THE 2025 FISCAL YEAR BUDGET

Whereas, the governing authority of Lumpkin County desires to adopt the Lumpkin County 2024 Budget Calendar setting out the dates and times for establishing the 2025 Budget for the fiscal year beginning January 1, 2025.

Now therefore, it is hereby resolved that the calendar set out on the attached Exhibit "A" shall be the official Lumpkin County, Georgia 2024 Budget Calendar.

Resolved, adopted and effective this 21st day of November, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Exhibit "A"

LUMPKIN COUNTY, GEORIGA
2024 BUDGET CALENDAR
FOR FISCAL YEAR BEGINNING 1/1/2025

(Calendar Date - Start 03/04/2024)

March 4, 2024 - **BUDGET PREPARATION**
Provide budget request forms and budget preparation calendar to elected officials and department heads.

March 31, 2024 - **PROPERTY TAX RETURNS**
Property tax returns must be filed with the Lumpkin County Board of Tax Assessors between January 1 & April 1 of each year. The taxpayer may elect not to file a property tax return if there have been no changes that would affect the value of their property from the previous year. O.C.G.A. § 48-5-18

April 1, 2024 - **BUDGET REQUEST**
Completed budget request forms are due back to Finance Department.

April 11, 2024 - April 19, 2024 - **BUDGET COMMITTEE**
Committee will review requests and make recommendations. Finance Department will prepare proposed budget for review by elected officials and department heads.

April 22, 2024 - May 3, 2024 - **CONFERENCES - BUDGET COMMITTEE**
Analyze proposed budget and hold public conferences with elected officials and department heads. 1-hour sessions per department to discuss changes.

April 29, 2024 - **MAIL ASSESSMENT NOTICES (Begin 45 day appeal period)**
Change in assessment notices mailed by Tax Assessors. O.C.G.A. § 48-5-306

June 4, 2024 - **PRESENT PROPOSED BUDGET**
Present proposed budget at Board of Commissioners Work Session. (Finance Dept.)

June 12, 2024 - **LAST DATE TO APPEAL ASSESSMENT CHANGE**
Last date to appeal assessment change to Tax Assessors.

June 19, 2024 - June 26, 2024 - **BOARD OF COMMISSIONERS & BUDGET COMMITTEE MEETINGS**
Board of Commissioners and Budget Committee meetings to set final budget.

July 15, 2024 - **DIGEST**
July 15th - Date for completion of revision and assessment of returns; submission of completed digest to Tax Commissioner. O.C.G.A. § 48-5-302

July 24, 2024 - **PUBLISH MILLAGE RATE & 5 YEAR HISTORY**
Advertise millage rate & 5 year history: July 24
Publish at least two (2) weeks prior to establishment of millage rates. O.C.G.A. § 48-5-32

July 24, 2024 - **ADVERTISE PUBLIC HEARING AND AVAILABILITY OF BUDGET**
Advertise public hearing: July 24 & July 31
Notice shall be published at least seven (7) days before the budget hearing is held. O.C.G.A. § 36-81-5

July 24, 2024 - **ADVERTISE PUBLIC HEARING "NOTICE OF PROPERTY TAX INCREASE"**
Advertise public hearing: July 24 & July 31

Exhibit "A"

LUMPKIN COUNTY, GEORIGA
2024 BUDGET CALENDAR
FOR FISCAL YEAR BEGINNING 1/1/2025

(Calendar Date - Start 03/04/2024)

If proposed millage rate increases beyond roll-back rate the levying authority shall advertise its intent to do so and shall conduct at least three public hearings thereon, at least one of which shall commence between the hours of 6:00 p.m. and 7:00 p.m. O.C.G.A. § 48-5-32.1

July 31, 2024 - **ADVERTISE ADOPTION OF TENTATIVE BUDGET**
Advertise meeting: July 31 and August 7
Budget must be adopted at a public meeting, which shall be advertised at least one (1) week prior to the meeting. O.C.G.A. § 36-81-6

August 6, 2024 - **PUBLIC HEARING ON PROPOSED BUDGET**
Meeting at 5:30 p.m. - Lumpkin County Administration Building O.C.G.A. § 36-81-5

August 6, 2024 - **PUBLIC HEARING "NOTICE OF PROPERTY TAX INCREASE"**
Hearing held if proposed millage rate increases beyond roll-back rate.
Meeting at 6:00 p.m. - Lumpkin County Administration Building

August 8, 2024 - **PUBLIC HEARING "NOTICE OF PROPERTY TAX INCREASE"**
Hearing held if proposed millage rate increases beyond roll-back rate.
Meeting at 9:00 a.m. - Lumpkin County Administration Building

August 20, 2024 - **PUBLIC HEARING "NOTICE OF PROPERTY TAX INCREASE"**
Hearing held if proposed millage rate increases beyond roll-back rate.
Meeting at 4:00 p.m. - Lumpkin County Administration Building

August 20, 2024 - **ADOPTION OF BUDGET RESOLUTION**
Budget adopted by resolution at Board of Commissioners Special Called Meeting.
Meeting at 4:30 p.m. - Special Called Meeting O.C.G.A. § 36-81-6

August 20, 2024 - **ESTABLISH MILLAGE RATES**
Millage rates established by resolution at Board of Commissioners Special Called Meeting.
Meeting at 4:30 p.m. - Special Called Meeting

September 3, 2024 - **DIGEST**
September 1st - Submission of completed digest for State Revenue Commissioner.

O.C.G.A. § 48-5-205/ If needed,Tax Commissioner requests extension & appt. est. date

October 1, 2024 - **TAX BILLS MAILED (Upon State approval of County Tax Digest)** O.C.G.A. § 48-5-220

December 1, 2024 - **TAXES DUE (60 days after bills are mailed)** O.C.G.A. § 48-5-233

January 1, 2025 - **FY 2025 BEGINS**

Lumpkin County, Georgia

County Manager

Date: November 21, 2023

Agenda Item: 2023-51 An Ordinance of Lumpkin County, Georgia and Concurrent Resolution of the Lumpkin County Water and Sewerage Authority Setting Forth Prohibitions and Use Limitations Regarding Lumpkin County's Wastewater Treatment Facilities *(County Manager Alan Ours)*

Item Description:

Facts & Historical Information: The Lumpkin County Water and Sewerage Authority is in the process of designing and building a new wastewater treatment facility with an initial treatment capacity of 250,000 gallons per day. Lumpkin County, at the same time, is experiencing new residential and commercial growth, primarily in the GA400 corridor. The new wastewater treatment plant will support economic development on the GA400 corridor and, as a result, it is important to protect a portion of the treatment capacity for economic development. To that end, the proposed ordinance and concurrent resolution segregates sewer capacity at both the Red Oak Flats facility and the Cane Branch Facility into two categories; (1) the first 60% of available sewer capacity shall be considered all-purpose capacity and (2) the remaining 40% of available sewer capacity being non-residential capacity. This segregation will help ensure that sewer capacity is available for future commercial development.

Potential Courses Of Action:
A. Adopt the Proposed Ordinance
B. Adopt the proposed ordinance with modifications
C. Take no action

Budget Impact:

Staff Recommendation: Adopt action item A

AN ORDINANCE OF LUMPKIN COUNTY, GEORGIA AND CONCURRENT RESOLUTION OF THE LUMPKIN COUNTY WATER AND SEWERAGE AUTHORITY SETTING FORTH PROHIBITIONS AND USE LIMITATIONS REGARDING LUMPKIN COUNTY'S WASTEWATER TREATMENT FACILITIES

WHEREAS, the Constitution of the State of Georgia approved by the voters in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, provides that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations; and

WHEREAS, the Lumpkin County Board of Commissioners ("Board") is the governing authority of Lumpkin County, Georgia ("Lumpkin County");

WHEREAS, Lumpkin County, Georgia derives its sanitary sewer from the Lumpkin County Water & Sewerage Authority ("Authority");

WHEREAS, the Authority is a political subdivision of the State of Georgia, with, amongst other things, the power to build, own, operate, and maintain the infrastructure necessary for sanitary sewer collection and treatment;

WHEREAS, the Authority currently owns and operates a 50,000 gpd sewer treatment facility knowns as the Red Oak Flats Wastewater Treatment Plant ("Red Oaks WWTP");

WHEREAS, the Authority currently has plans for construction and operation of a 250,000 gpd sewer collection facility, to be called the Cane Branch Wastewater Treatment Plant ("Cane Branch WWTP");

WHEREAS, the Cane Branch WWTP is expected to become operational in 2026, and will assume treatment of all waste currently being treated at Red Oaks WWTP;

WHEREAS, Lumpkin County has a limited supply of sewer treatment capacity;

WHEREAS, as of the date of this Ordinance/Resolution, all of the sewer capacity in the Red Oaks WWTP is reserved or otherwise encumbered;

WHEREAS, upon the Cane Branch WWTP becoming operational, a notable amount of its physical treatment capacity will be encumbered due to it assuming the Red Oaks WWTP flow;

WHEREAS, the Board believes that the availability of sanitary sewer is critical to realizing economic development objectives in the County;

WHEREAS, the Authority shares the County's commitment to ensuring adequate sanitary sewer exists to facilitate economic development initiatives in the County;

WHEREAS, the Board is mindful that absent affirmative controls or regulations, sanitary sewer capacity will be acquired and placed into service by residential users thereby resulting in there being no remaining sewer capacity for non-residential uses or economic development initiatives;

WHEREAS, the Board is mindful that absent affirmative controls, sewer capacity in Lumpkin County will be acquired and placed into service by residential users thereby undermining the Board's vision of ensuring adequate utility infrastructure exists to facilitate economic development opportunities in Lumpkin County;

WHEREAS, the Board desires to incentivize and encourage non-residential development in the County, due to the County's current ratio of residential to non-residential development being unduly weighted in favor of residential development;

WHEREAS, as a general principle, residential development requires the provision of greater and more expensive local government services than non-residential development;

WHEREAS, as a general principle, non-residential development places a lesser demand on local government services while otherwise delivering a net positive in tax revenues;

WHEREAS, the Board's interest in prioritizing and incentivizing non-residential development on sanitary sewer advances a legitimate public purpose and is rationally related to advancing the public health, safety and welfare;

WHEREAS, in order to safeguard and methodically allocate the limited sewer capacity in Lumpkin County in a manner that advances the vision and long-range plans of the Board, the Board and the Authority desire to impose certain sewer acquisition/connectivity thresholds;

WHEREAS, the Board and Authority believe it appropriate, and in the best interests of the citizens and residents of Lumpkin County, that the sewer capacity in either the Red Oaks or Cane Branch WWTP(s) be segregated into two categories; (1) the first 60% of available sewer capacity shall be considered all-purpose capacity - with *any* user or purpose having the right to acquire same ("All Purpose Capacity"); and (2) the remaining 40% of available sewer capacity being non-residential capacity, with only non-residential users having the right to acquire such capacity ("Limited Access Capacity");

WHEREAS, for purposes of this Ordinance/Resolution a residential user shall mean any proposed development whose primary purpose is the construction, sale and/or lease of single-family dwellings, multi-family dwellings, apartment dwellings, condominiums, two-family duplexes, manufactured homes, mobile homes, or any combination thereof;

WHEREAS, for purposes of this Ordinance/Resolution a non-residential user shall be any proposed development whose primary purpose is non-residential, to include commercial, office and warehouse, light industrial, manufacturing, or any combination thereof. A non-residential user may contain residential uses, so long as the primary purpose of the development is non-residential; and,

WHEREAS, the Board and Authority agree that there may be projects or uses seeking sewer capacity that do not fit neatly within a residential versus non-residential model. For such projects, a variance opportunity shall exist by which the Board may authorize a user to acquire sewer capacity even if the capacity is for the Limited Access Capacity and even if the proposed use has a notable residential component.

NOW THEREFORE BE IT ORDAINED/RESOLVED as follows:

1. That the WHEREAS clauses and declarations in this Ordinance/Resolution are hereby restated verbatim and reaffirmed and are considered a material and substantive part of this Ordinance/Resolution;
2. **ALL PURPOSE / LIMITED PURPOSE CAPACITY**. That the available sewer capacity in either the Red Oaks or Cane Branch WWTP(s), as applicable, is hereby segregated into two categories, with the first 60% of the sewer capacity in either plant designated as All Purpose Capacity, and the remaining 40% designated as Limited Access Capacity;
    a. Any project or user shall have the right to acquire the All-Purpose Capacity;
    b. Upon the Authority determining that the 60% threshold is reached, only non-residential users shall have the right to acquire the Limited Purpose Capacity;
3. **RESIDENTIAL USER**. For purposes of this Ordinance/Resolution a residential user shall mean any proposed development whose *primary purpose* is the construction, sale and/or lease of single-family dwellings, multi-family dwellings, apartment dwellings, condominiums, two-family duplexes, manufactured homes, mobile homes, or any combination thereof;
4. **NON-RESIDENTIAL USER**. For purposes of this Ordinance/Resolution, a non-residential user shall be any proposed development whose *primary purpose* is non-

residential, to include commercial, office and warehouse, light industrial, manufacturing, or any combination thereof. A non-residential user may contain residential uses, so long as the *primary purpose* of the development is non-residential

5. **PRIMARY PURPOSE**. If a bona fide question exists regarding the *primary purpose* of a development or project, the Lumpkin County Community and Economic Development Director is hereby authorized to render a final determination;
6. **ORDINANCE/RESOLUTION CONTROLS EXISTING AND FUTURE PLANTS**. It is the intention of this Ordinance/Resolution, that the 60/40 percentages set forth herein are intended to apply to the availability of sewer capacity in the Red Oaks WWTP, the Cane Branch WWTP, and any other wastewater treatment plant owned and/or controlled by the Authority, it being the intention of this Ordinance/Resolution that the preservation and protection of a limited supply of sewer capacity for non-residential uses remain in force and effect until this Ordinance/Resolution is amended or terminated;
7. **POLICIES TO BE DRAFTED**. The Authority shall develop internal policies regarding how it will assess the availability of sewer capacity in its various wastewater treatment facilities. These policies will control how much capacity is deemed to be encumbered/allocated to a particular facility and will further control whether All Purpose Capacity remains or only Limited Purpose Capacity remains. These policies will be prepared and adopted by the Authority and made available to the public.
8. **NO SEWER AVAILABILITY.** To the extent that the Lumpkin County Code (i.e., Code Section 54-43(b)) requires a connection to sanitary sewer if a sewer line or manhole is within a certain distance to property, if only Limited Purpose Capacity remains and the development / project seeking sewer capacity is deemed a residential use, then sanitary

sewer shall be deemed to not be available unless and until (1) additional sewer capacity is created such that All Purpose Capacity is available, (2) this Ordinance/Resolution is terminated or amended, or (3) a sewer variance granted.

9. **VARIANCE ALLOWANCE**. There shall be three (3) variance allowances under this Ordinance/Resolution.

   a. **AUTHORITY VARIANCE**. The Authority shall have the right to petition the Board for individual variances to this Ordinance/Resolution in the event that a residential development seeks to acquire sewer from the Limited Purpose Capacity, and that the ability to allocate capacity to such user will be beneficial to the Authority's implementation of its master plan for sanitary sewer collection and treatment;

   b. **BOARD VARIANCE**. The Board shall have the right to grant a variance under this Ordinance/Resolution such as will authorize a project / development to acquire sewer from the Limited Purpose Capacity allocation, even if the project / development does not fall within the non-residential category of development. Such a variance may be granted by the Board under the following circumstances;

      i. The project / development is declared by the Board to advance a substantial economic development interest of the County, such as will result in notable private investment in the County, the creation of new jobs in the County, and/or a discernible halo effect of economic and financial activity in the immediate vicinity of the project / development that would not have otherwise occurred but for the project / development.

c. **PROJECT VARIANCE**. A property owner and/or developer that would not otherwise qualify to purchase the Limited Purpose Capacity shall have the right to petition the Board for a variance such that, if approved, will vest in the project / development the right to acquire sewer from the Limited Purpose Capacity, even though the proposed project / development does not fall within the non-residential category of development.

   i. To secure a Project Variance, the petitioning party must tender a request, in written form, to the Board, providing information as to why a variance to acquire sewer from the Limited Purpose Capacity will further and advance the interests of the Board in ensuring a reasonable amount of sewer capacity remains available for non-residential/economic development uses. The variance petition shall include information regarding how the proposed project / development will result in in notable private investment in the County, the creation of new jobs in the County, and/or a discernible halo effect of economic and financial activity in the immediate vicinity of the project / development that would not have otherwise occurred but for the project / development.

d. **PROCESS**. No Authority, Board, or Project variance shall be granted unless and until same is placed on an open session public hearing agenda of the Board, with notice of same to be provided to the Authority and the affected property owner or developer. At the public hearing, the affected property owner and/or developer shall have the right to address the Board, as will members of the Authority, and other stakeholders and affected parties. A motion granting or denying the variance

shall be required, with formal notification of the outcome of the variance applicable to be provided in written form to the property owner / developer.

10. **AUTHORITY COMPLIANCE.** The Authority agrees that it will adhere and comply with any variance granted or denied under Paragraph 9.

11. **ADMINISTRATIVE MONITORING.** The Authority shall be tasked with administratively monitoring the objectives set forth in this Ordinance/Resolution, and further in maintaining a current database as to the percentage of capacity remaining in any Authority-owned wastewater treatment plant, such that the development community and other users may assess the percentage of All Purpose Capacity remaining at any particular facility. Subject to the restrictions set forth in this Ordinance/Resolution, sewer allocations of the Authority shall be on a first come/first serve basis.

SO ORDAINED/RESOLVED, the public health, safety, and welfare demanding it.

This _____ day of _____, 2023.

LUMPKKIN COUNTY BOARD OF COMMISSIONERS

_____
Chris Dockery, Chairman

_____
Tucker Greene, Member

_____
Dr. Bobby Mayfield, Member

_____
Rhett Stringer, Member

_____
Jeff Moran, Member

Attest:

_____
Clerk to the Board

LUMPKIN COUNTY WATER & SEWERAGE AUTHORITY

_____
Chair, Lumpkin County Water & Sewer Authority

Attest:

_____
Clerk to the Authority

Lumpkin County, Georgia

Board of Commissioners

Date: November 21, 2023

Agenda Item: 2023-52 Appoint Members to Lumpkin County Building Committee - *Park & Rec Manager to Seat 7, Charles Trammell to Seat 8, and Leah Smith to Seat 9 all with terms expiring 12/31/2024*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023 - 52

A RESOLUTION TO APPOINT MEMBERS TO THE LUMPKIN COUNTY BUILDING COMMITTEE

Whereas, the Lumpkin County Board of Commissioners desires to appoint members to the Lumpkin County Building Committee to fill Seats 7, 8 and 9 of the Committee whose terms expire on December 31, 2023;

Now therefore, it is resolved that that the following persons are appointed to the Building Committee for the seats and terms indicated below:

Name	**Seat**	**Term Expiration**
Tim Towe	7	December 31, 2024
Charles Trammell	8	December 31, 2024
Leah Smith	9	December 31, 2024

Resolved, adopted and effective this 21st day of November, 2023.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners

Date: November 21, 2023

Agenda Item: 2023-53 Appoint Members to the Audit Committee - *Chairman Dockery to Seat 1, Rhett Stringer to Seat 2, Michael Chastain to Seat 3, Melissa Witcher to Seat 4, and Charles Jones to Seat 5, all with terms expiring 12/31/2024*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023–53

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, 2024
Commissioner Rhett Stringer	2	December 31, 2024
Constitutional Officer – Michael Chastain	3	December 31, 2024
Employee – Melissa Witcher	4	December 31, 2024
Citizen – Charles Jones III	5	December 31, 2024

Resolved, adopted and effective this 21st day of November, 2023.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners

Date: November 21, 2023

Agenda Item: 2023-54 Appoint Member to Lumpkin County Board of Health - *Donna Whitfield with a term expiring 12/31/2029*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-54

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

Whereas, the Board of Commissioners of Lumpkin County desires to appoint a member to the Lumpkin County Board of Health whose term will expire on December 31, 2023;

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

Name	**Seat - Responsibility**	**Term Expiration**
Donna Whitfield, M.D.	Physician	December 31, 2029

Resolved, adopted and effective this 21st day of November, 2023.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners

Date: November 21, 2023

Agenda Item: 2023-55 Appoint Members to Lumpkin County Park & Rec Citizens Advisory Board - *Michael Shawn Boyd to Seat 1, Leah Smith to Seat 3, and Hank Haynes to Seat 5, all with terms expiring 12/31/2025*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-55

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

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

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

Whereas, the Board of Commissioners desires to appoint members to serve in Seats 1, 3 and 5 whose current terms expire on December 31, 2023;

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

Name:	**Seat Number:**	**Term Expiration:**
Michael Shawn Boyd	1	December 31, 2025
Leah Smith	3	December 31, 2025
Hank Haynes	5	December 31, 2025

Resolved, adopted and effective this 21st day of November, 2023.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners

Date: November 21, 2023

Agenda Item: 2023-56 Appoint Member to the Library Board - *Diane Bates to Seat 3 of an unexpired term ending 06/30/2024*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-56

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

Whereas, the Lumpkin County Board of Commissioners desires to appoint a member to the Lumpkin County Library Board of Trustees to serve in Seat 3 for the remainder of an unexpired term;

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

Name	**Seat**	**Term Expiration**
Diane Bates	3	June 30, 2024

Resolved, adopted and effective this 21st day of November, 2023.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

County Manager

Date:	November 21, 2023
Agenda Item:	2023-57 Amend Chapter 42 of the Lumpkin County Code of Ordinances Entitled Improper Use of Public Places *(County Manager Alan Ours)*
Item Description:	
Facts & Historical Information:	Lumpkin County is known for being a place that promotes safety at its parks and other county property. Property owned by Lumpkin County has not been designated as a place to camp or spend an extended period of time. On occasion individuals camp or sleep at county parks or on property owned by the County, which creates a safety concern and a public health hazard. The amendment to Chapter 42 will make it unlawful to camp or store personal property on public property.
Potential Courses Of Action:	A. Adopt the amendment to Chapter 42 B. Modify the proposed amendment C. Take no action
Budget Impact:	
Staff Recommendation:	Approve Course of Action A

LUMPKIN COUNTY RESOLUTION NO. 2023-57

A RESOLUTION APPROVING AND ADOPTING AN ORDINANCE OF LUMPKIN COUNTY, GEORGIA PROHIBITING THE IMPROPER USE OF PUBLIC PLACES

WHEREAS, the Constitution of the State of Georgia approved by the voters in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations; and

WHEREAS, the Lumpkin County Board of Commissioners ("Board of Commissioners") is the governing authority of Lumpkin County, Georgia ("Lumpkin County");

WHEREAS, the Board of Commissioners desires to approve an adopt an ordinance establishing regulations prohibiting the improper use of public places in Lumpkin County;

NOW, THEREFORE, the Board of Commissioners hereby approves and adopts the Ordinance Prohibiting the Improper Use of Public Places attached hereto as Exhibit "A," which is by reference fully incorporated herein, and which shall be codified in Chapter 42, Article VII of the Code of Ordinances of Lumpkin County;

Resolved, adopted and effective this 21st day of November, 2023.

_____

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____

Melissa Z. Witcher
Lumpkin County Clerk

EXHIBIT 'A'

ORDINANCE PROHIBITING THE IMPROPER USE OF PUBLIC PLACES

Chapter 42 – ROADS, SIDEWALKS, AND OTHER PUBLIC PLACES

ARTICLE VII - IMPROPER USE OF PUBLIC PLACES

Sec. 42-700. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Camp or *camping* shall mean residing in or using a public road, public sidewalk, public park or other public property within the unincorporated area of county for private living accommodations, such as erecting tents or other temporary structures or objects providing shelter; sleeping in a single place for more than one hour at a time; cooking or preparing meals; or other similar activities. These activities constitute camping if, in light of all the circumstances, it reasonably appears that in conducting one or more of these activities, the participant is in fact using the area as a living accommodation, regardless of the intent of the participant or the nature of any other activities in which he or she may also be engaging.

Public park includes all county owned parks, public parks, public playgrounds, public plazas, attractions, and monuments within the unincorporated area of the county.

Public road includes all public roads, rights-of-way and highways, public sidewalks, public benches, public parking lots, and medians within the unincorporated area of the county.

Storing personal property shall mean leaving one's personal effects, such as, but not limited to, clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, or backpacks unattended for more than one hour.

Sec. 42-701. - Prohibitions.

(a) It shall be unlawful to camp or to store personal property in any public park.

(b) It shall be unlawful to camp or to store personal property on any public road.

(c) It shall be unlawful to camp or to store personal property on any other public property.

(d) It shall be unlawful to sit or lie down on any public property so as to interfere with ingress or egress from buildings or other structures or other areas of the property.

(e) It shall be unlawful for anyone, other than the owner, a lessor, or other rightful occupant, to camp, sleep, reside, store personal property, or lie down on private property without the permission of the owner or lessor of such property.

Sec. 42-702. - Warning.

No person may be arrested for violating this article until he or she has received a written warning to cease the unlawful conduct and fails to comply with the warning. A person in violation of this article after being issued a warning shall be subject to arrest without regard to the time interval between the warning and the subsequent violation.

Sec. 42-703. - Abandoned property.

Any property left on public property by a person receiving a warning may be collected by the county and disposed of at the county landfill or transfer station.

Sec. 42-704. - Exceptions.

This article shall not be construed to prohibit the following behavior:

(1) Persons sitting or lying down as a result of a medical emergency;

(2) Persons in wheelchairs sitting on sidewalks;

(3) Persons sitting down while attending parades;

(4) Persons sitting down while patronizing outdoor cafes;

(5) Persons sitting down, lying down or napping while attending performances, festivals, concerts, fireworks, or other special events;

(6) Persons sitting on chairs or benches supplied by a public agency or abutting private property owner;

(7) Persons sitting on seats in bus zones occupied by people waiting for the bus;

(8) Persons sitting or lying down while waiting in an orderly line outside a box or ticket office to purchase tickets to any sporting event, concert, performance, or other special event;

(9) Persons sitting or lying down while waiting in an orderly line awaiting entry to any building;

(10) Children sleeping while being carried in a stroller or baby carriage; or

(11) Organized camping events that have obtained written permission for a special event from the county.

Sec. 42-705 – Enforcement. The county sheriff and each post certified officer of the sheriff's department shall be responsible for the enforcement of this article.

Sec. 42-706. - Penalty for violation of article.

Anyone found to be in violation of this article, shall be subject to punishment as provided in section 1-11 of the Code.

Lumpkin County, Georgia

Finance

Date:	November 21, 2023
Agenda Item:	2023-58 November Surplus Property *(Finance Director Abby Branan)*
Item Description:	Consideration of list of County inventory items to be declared surplus.
Facts & Historical Information:	The item(s) on the attached sheet are no longer used or needed by County departments and need to be declared surplus to legally be removed from the County's asset listing and disposed of via sale or disposal at the Transfer Station. Historically, items have been sold via GovDeals, an online auction site. Each County Department or Constitutional Officer has the opportunity to review the items to see if their respective department/office has use of any item prior to placement on the surplus list and subsequent presentation to the Board of Commissioners.
Potential Courses Of Action:	A) Approve surplus list items for sale. Any unsold items will be disposed of in accordance with O.C.G.A. B) Keep the items in County inventory.
Budget Impact:	Selling the items on GovDeals would generate additional unbudgeted revenue for the county. The dollar amount is unknown due to GovDeals being a bid/auction site. Keeping the unused items will not generate revenue and will result in staff having to find a location to store the items.
Staff Recommendation:	The recommendation of staff is surplus the item listed and sell on the GovDeals.com website. Staff also recommends any unsold item(s) or items noted as scrap be disposed of at the Transfer Station or sold for scrap with the funds generated deposited into the General Fund.

LUMPKIN COUNTY RESOLUTION NO. 2023 –58

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

Whereas, the Lumpkin County Board of Commissioners has determined that certain items of personal property, being more particularly set out and identified on the Surplus Request List Dated 11/01/2023 attached hereto as Exhibit "A", which is incorporated herein by reference and made a part hereof, are no longer used or needed for County purposes;

Now therefore, it is hereby resolved that said property identified on the Surplus Request List Dated 11/01/2023 attached hereto as Exhibit "A" is declared surplus; and

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

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

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

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

Resolved, adopted and effective this 21st of November, 2023.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Exhibit "A"

SURPLUS REQUEST LIST DATED 11/01/23

Dept.	Description	Comments	ID#	VIN OR SERIAL NUMBER	
35000	2013 Clayton Mobile Home	2 bedroom mobile home, 48'x14' at Fire Station #2; staff needs the mobile home moved in order to complete the addition at Fire Station #2			
33230	2002 CHEVROLET TAHOE	THIS VEHICLE, AS DOES ALL S/O VEHICLES LISTED	6792	1GNEK13Z42J256792	
		EXCEEDS COUNTY FLEET REPLACEMENT			
		GUIDELINES, DUE TO MILEAGE, AGE, CONDITION			
		OR COST OF REPAIR. THESE ARE TURN IN			
		VEHICLES FOR NEW S/O PATROL UNITS			
		PURCHASED IN F/Y 22 BEING PLACES IN SERV.			
33230	2013 DODGE CHARGER	S/O VEHICLE	2763	2C3CDXAG4DH612763	
33600	2011 FORD CROWN VIC	S/O VEHICLE	3502	2FABP7BV0BX103502	REMOVE FROM LIST
33600	2011 FORD CROWN VIC	THIS VEHICLE	3501	1FABP7BV9BX103501	ADD TO LIST 11.20.23
		EXCEEDS COUNTY FLEET REPLACEMENT			
		GUIDELINES, DUE TO MILEAGE, AGE, CONDITION			
		OR COST OF REPAIR. THIS IS A TURN IN			
		VEHICLE FOR NEW S/O PATROL UNIT			
33260	2011 FORD CROWN VIC	S/O VEHICLE	3290	2FABP7BV2BX143290	
55200	2009 FORD RV CUTAWAY	FORMER SENIOR CENTER BUS, WRECK DAMAGED	2534	1FDEE35S59DA92534	
		NOT COST EFFECTIVE TO REPAIR, REPLACED BY			
		TRANSIT SYSTEM TURN IN BUS			

Lumpkin County, Georgia

Emergency Services

Date:	November 21, 2023
Agenda Item:	2023-104 Stryker ProCare Maintenance Agreement *(EMS Director David Wimpy)*
Item Description:	This is an annual agreement to provide maintenance for the Cardiac Heart monitors and Lucas CPR devices that the Emergency Services Department owns.
Facts & Historical Information:	This agreement is an ongoing operating budget item that provides the necessary maintenance and certification of our very vital Cardiac Heart monitors and Lucas devices that we carry on our emergency vehicles. The agreement provides for fast and efficient maintenance and repairs when we have any issues with any of the equipment. If any of the equipment have an issue and it cannot be fixed on site, they will provide us with a replacement until it is repaired. This agreement also provides 1 in house preventive maintenance service during the year to make sure the equipment is re-certified, catch and fix any issues that may occur.
Potential Courses Of Action:	Two potential courses of action: A. Complete and submit the maintenance agreement for approval and continue to receive the coverage in the event we do have one of the pieces of equipment to fail. B. Do not renew the agreement and take the risk of one of the equipment failing and it costing more than the agreement to fix or possibly the life of a patient while in the field.
Budget Impact:	There is no budget impact felt, due to the agreement already being included in the yearly budget and operating cost for the Department.
Staff Recommendation:	The recommendation of staff is to approve the agreement to continue seamless coverage for our equipment in the event of failure during the upcoming year.

stryker

1 Year Prevent

Quote Number: 10819712

Version: 1

Prepared For: LUMPKIN COUNTY EMER SVCS

Attn:

GPO: CUSTOMER CONTRACT

Quote Date: 11/15/2023

Expiration Date: 12/15/2023

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: JAIME ARMBURST

Email: jaime.armburst@stryker.com

Phone Number:

Service Rep: Patrick Delva

Email: patrick.delva@stryker.com

Delivery Address		**Sold To - Shipping**		**Bill To Account**	
Name:	LUMPKIN COUNTY EMER SVCS	Name:	LUMPKIN COUNTY EMER SVCS	Name:	LUMPKIN COUNTY EMER SVCS
Account #:	20022825	Account #:	20022825	Account #:	20022825
Address:	57 PINETREE WAY STE A	Address:	57 PINETREE WAY STE A	Address:	57 PINETREE WAY STE A
	DAHLONEGA		DAHLONEGA		DAHLONEGA
	Georgia 30533-0834		Georgia 30533-0834		Georgia 30533-0834

ProCare Products:

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
1.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR *06/21/2024 - 12/20/2024* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	6	1	15.0%	$936.70	$936.70
2.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	2	15.0%	$1,461.15	$2,922.30
3.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	2	15.0%	$1,873.40	$3,746.80
4.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	2	15.0%	$1,461.15	$2,922.30
5.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	1	15.0%	$1,873.40	$1,873.40

ProCare Total: $12,401.50

Price Totals:

Grand Total: $12,401.50

stryker

1 Year Prevent

Quote Number:	10819712	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	LUMPKIN COUNTY EMER SVCS	Rep:	JAIME ARMBURST
	Attn:	Email:	jaime.armburst@stryker.com
		Phone Number:	
GPO:	CUSTOMER CONTRACT	Service Rep:	Patrick Delva
Quote Date:	11/15/2023	Email:	patrick.delva@stryker.com
Expiration Date:	12/15/2023		

Comments:

START DATE: 1/1/24
END DATE: 12/31/24

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

Stryker Authorized Signature Date

Purchase Order Number

1 Year Prevent

Quote Number:	10819712	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	LUMPKIN COUNTY EMER SVCS	Rep:	JAIME ARMBURST
	Attn:	Email:	jaime.armburst@stryker.com
		Phone Number:	
GPO:	CUSTOMER CONTRACT	Service Rep:	Patrick Delva
Quote Date:	11/15/2023	Email:	patrick.delva@stryker.com
Expiration Date:	12/15/2023		

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at https://techweb.stryker.com The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50616984
2.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3016I478
2.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3016J280
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49177752
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49177860
4.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3518C699
4.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3518C704
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43384313

Purchase Order Form

stryker

Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment **Stryker Quote Number** ☐

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users

- Transactional service (time and material) is available for non-contract customers
    - o If a component has failed on your device, your local Sales Representative should be contacted for support

- Contractual service
    - o Stryker will continue to offer contractual service on a yearly basis only

    - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections

    - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

Lumpkin County, Georgia

Special Projects

Date:	November 21, 2023
Agenda Item:	2023-105 Loan of Tractor for Display in the Administration Building Lobby *(Special Projects Director Ashley Peck)*
Item Description:	Consideration of the loan of a 1949 Ford 8N Tractor for Display in the Administration Building Lobby
Facts & Historical Information:	In 2021 the Board of Commissioners accepted a loan from Mr. Underwood to display his antique tractor in the lobby of the Administration Building. Mr. Underwood changed out the original tractor for a 1958 Ford 861 Powermaster. Mr. Underwood would currently like to change out the 1958 Ford 861 Tractor for a 1949 Ford 8N Tractor. Mr. Underwood will be responsible for removing the 1958 tractor and replacing it with the 1949 Tractor. Mr. Underwood still maintains ownership of the tractor and does maintain insurance on the 1949 Ford Tractor. There is no cost to the County for this loan. The required questionnaire is attached for reference.
Potential Courses Of Action:	A. Accept the loan of the 1949 Ford 8N Tractor B. Do not accept the loan of the 1949 Ford 8N Tractor
Budget Impact:	There will be no impact to the budget.
Staff Recommendation:	Accept the loan of the 1949 Ford 8N Tractor from Mr. Underwood

DONATION ASSESSMENT QUESTIONAIRE

[Note: For the purposes of this questionnaire, the term "Donation" also refers to Loans]

Lumpkin County Department / Authority / Agency / Commission (the "Recipient"):

Recipient Contact Person and phone number:

Date: 10/30/23

1. Name and Address of Donor/Lender:
   Jeff Underwood 446 Parks Drive, Dahlongea, GA
2. Types of donation (check all that apply):
   [ ] Goods [ ] Services [x] Loan* [ ] Cash/Check [ ] Other

   *Describe length of loan: approximately 1 year
3. Describe the goods/service/item to be donated/loaned to Lumpkin County and its purpose: (If applicable, include an image, drawing, or other description of the item to be donated).
   1949 Ford 8N Tractor
4. What is the estimated value of the donation?
   $5,000
5. What conditions are being placed on the donation by the donor, if any?
   None
6. Is it intended that the donation be perpetual in nature (for example, a monument that is not removable)? No
7. Describe how the acceptance of this donation will benefit or support the mission, goals, operations, and service delivery of the recipient, other Lumpkin County Departments, or the Lumpkin County community:
8. How will the acceptance of this donation affect the recipient's plans or any plans of other Lumpkin County Departments?
   No
9. How will the acceptance of this donation impact the recipient's operating or capital budget, or the Lumpkin County Budget, now and in the future?
   No impact
10. Will the donor retain any rights to the donation? If yes, explain.
    Yes, loan only

11. What type of agreement will be needed between Lumpkin County and the donor? (Attach applicable Standard Agreement attachments.)
    - [ ] Standard Donations Agreement without special conditions
    - [ ] Standard Donations Agreement with special conditions*
    - [x] Standard Loan Agreement without special conditions
    - [ ] Standard Loan Agreement with special conditions*
    - [ ] Other agreement or contract unique to this donation*
    - *Explain in #12

12. Recipient's recommendation:
    - [x] Accept donation as described
    - [ ] Accept donation with modification or special conditions*
    - [ ] Decline donation*
    - *Explain in #12

13. Include any other information that the County Manager, or designee, will need to review this donation offer.

ATTACHMENT A

LOAN DESCRIPTION

List and Description of item(s) being loaned by Lender to Lumpkin County:

1. 1949 Ford 8N Tractor

ATTACHMENT B

SPECIAL CONDITIONS

(Detail of special conditions applicable to this Loan Agreement, if none, state “No Special Conditions”)

1. No Special Conditions

Lumpkin County Board of Commissioners

STANDARD LOAN AGREEMENT

This Agreement entered into this 21st day of November 20 23 by and between Lumpkin County, Georgia (hereinafter referred to as "LC") and Jeff Underwood 446 Parks Drive, Dahlonega, GA (hereinafter referred to as "Lender"). In consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DESCRIPTION OF LOANED ITEM(S)

This document forms the master Agreement between Lender and LC for the loan to LC by Lender of the loaned item(s) as described in *Attachment A, Loan Description,* attached hereto and incorporated herein by reference.

II. GENERAL CONDITIONS

The donation of the above-described goods, services, or funds is accepted under the following conditions:

A. INSURANCE

1. LC shall not be liable for any damage to the loaned item(s) and LC shall not provide any insurance coverage on the loaned item(s), unless specifically provided for below as a SPECIAL CONDITION of this Agreement (see Item III, SPECIAL CONDITIONS).

2. Unless otherwise agreed upon below as a SPECIAL CONDITION of this Agreement, the Lender will be solely responsible for all damages and/or losses which might occur to the loaned item(s). The insuring company must furnish a certificate naming Lumpkin County, Georgia as an additional insured or issue a waiver of subrogation against LC for the duration of the loan period. Any failure of the Lender to provide and retain the agreed upon insurance coverage constitute a complete release of LC from any liability for damage to or loss of the property place on loan.

B. CARE AND PRESERVATION

1. LC will exercise the same reasonable care and maintenance of the loaned item(s) as it does for comparable items owned by LC.

2. Evidence of damage at the time of receipt or while in LC's custody will be promptly reported in writing to the Lender.

3. LC will not perform any repairs or restoration unless otherwise specified below as a SPECIAL CONDITION of this Agreement.

4. The Lender certifies that the loaned item(s) is(are) in good condition and able to withstand the ordinary strains of packing, shipping, and intended use.

5. The cost of the handling, packing, and transportation of the loaned item(s) for receipt by LC shall be borne by the Lender unless otherwise specified below as a SPECIAL CONDITION of this Agreement.

C. REPRODUCTION AND CREDIT

1. Unless otherwise notified in writing by the Lender, LC may photograph, or reproduce images by other conventional means, this loaned item(s) for educational, publication, and/or publicity purposes.

2. At the Lender's request, any and all use of the loaned item(s) will be credited as the property of the Lender.

D. OWNERSHIP

1. The Lender warrants full title as the sole owner of the loaned item(s) listed on this Agreement or as the legal representative of the owner(s).

2. It is the responsibility of the Lender to give prompt notice in writing to LC if there is a change in ownership of the loaned item(s) or if there is a change in the identity or address of the Lender.

E. RETURN OF LOANED ITEM(s)

1. Unless otherwise notified by the Lender in writing, LC will release the loaned item(s) only to the Lender or their legal representative.

2. Unless otherwise agreed upon by the parties hereto in writing, the loan will terminate on the date specified in this Agreement. Beginning Date: 11/21/2023 _____, Ending Date: 12/31/2024

3. Costs of handling, packing, and transportation of the loaned item(s) to be returned shall be borne by the Lender unless otherwise specified below as a SPECIAL CONDITION of this Agreement. The methods used to return the loaned item(s) and other packing and shipping arrangements shall be mutually agreed upon in writing by both parties hereto.

4. If LC's effort to return the loaned item(s) is unsuccessful, then at the end of five (5) years following the expiration date of this Agreement, LC reserves the right to treat the loaned item as an unrestricted gift to LC and to claim title.

F. NOTICES

1. Communications and all notices required by this Agreement shall be sent to the following contract representatives for each party by certified/return receipt requested mail. A return receipt showing delivery to the address listed below shall be deemed sufficient notice to satisfy the notice requirements of this Agreement.

LENDER: Jeff Underwood 446 Parks Drive, Dahlongea, GA

LC: County Manager, 99 Courthouse Hill, Suite A, Dahlonega Georgia, 30533, with a copy to

_____ Department Director (same address).

2. Any change of address for the receipt of notice must be sent by the party entitled to receive notice in writing by certified/return receipt requested mail to the party required to send notices.

G. CHOICE OF LAW AND VENUE

The parties agree that the validity, interpretation of all rights, and all obligations hereto shall be governed, controlled, and defined by the laws of the State of Georgia, and that venue for any action arising out of this Agreement shall be Lumpkin County, Georgia.

H. NO AGENCY OR PARTNERSHIP

Nothing herein nor any actions of the parties hereto or their agents or employees shall create any agency relationship, partnership, or joint venture between the Lender and LC.

I. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among and between the parties. No amendment or modification of this Agreement shall be binding unless both parties have agreed to said modification in writing.

J. TERMINATION

Either party may terminate this Agreement at any time giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effect date of such termination. Such notices shall be provided as set forth above in Section II, Paragraph F. Upon termination of this Agreement, the loaned item(s) will be returned to Lender, as set forth above in Section II, Paragraph E.

III. SPECIAL CONDITIONS

The Special Conditions set forth the details of the loan that have been agreed upon between both parties due to unique, unusual, or rare circumstances or conditions that are applicable to this Loan Agreement. See *Attachment B, Special Conditions*, attached hereto and incorporated herein by reference.

THE PARTIES HERETO hereby certify that they have full power and authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and set their seals as of the date first written above.

[signature page follows]

2011-16 Exhibit "A"

DONOR **LUMPKIN COUNTY**

For an Individual LENDER:

_____ By: _____
Signature of Individual Chairman

_____ Attest: _____
Notary Public Clerk of Commission

_____
Date

NOTARY SEAL

For a Corporate LENDER:

_____
Name of Corporation

By: _____
Chief Executive Officer

Attest:_____
Corporate Secretary

_____
Date

CORPORATE SEAL

RETURN OF LOANED ITEM(S) IS HEREBY ACKNOWLEDGED:

_____ Date: _____
Signature of Lender

ATTACHMENT A

LOAN DESCRIPTION

List and Description of item(s) being loaned by Lender to Lumpkin County:

1. 1949 Ford 8N Tractor

ATTACHMENT B

SPECIAL CONDITIONS

(Detail of special conditions applicable to this Loan Agreement, if none, state "No Special Conditions")

1. No Special Conditions

Lumpkin County, Georgia

Emergency Services

Date: November 21, 2023

Agenda Item: 2023-106 Georgia Forestry Commission FY-2023 Georgia Forestry Volunteer Fire Assistance Grant Program *(Fire Chief David Wimpy)*

Item Description: The Georgia Forestry Commission NFP/VPA grant, which allows purchases from the options listed below. The grant is a 50/50 match with a maximum of $5000.00 VFA funding.

Options

1.) Skid units for quick response vehicles and GFC built water tenders
2.) Wildland PPE
3.) Firefighter safety equipment
4.) Class A and/or B foam systems and foam
5.) All other ISO equipment

Facts & Historical Information: In the past, the County has successfully obtained funding from this annual program to purchase much needed emergency equipment. It is the Fire Department's intent to request funding for the purchase of quick dumps to retrofit our two big tankers, which will help in our water shuttle certification through ISO. Also, new gas monitors to replace the departments out of service ones, we have on our fire engines.

Potential Courses Of Action: A. Submit an application for funding assistance, which will cover 50% of the cost of equipment.
B. Not submit an application for funding assistance and purchase the equipment through the regular budget.

Budget Impact: If the County should be awarded the grant, there is a fifty 50% local cash match requirement. Funds have been budgeted in the County's FY-2023 Budget to meet the match requirement.

5,000.00	Grant Award (Reimbursement)
5,000.00	Local Cash Match
$10,000.00	Project Total

Staff Recommendation: Course of Action A. Accept the grant and utilize the money to purchase the needed equipment.

Lumpkin County Emergency Services
57 A Pinetree Way
Dahlonega Ga. 30533
Business (706) 864-3030 Fax (706) 867-9099 EMA (706) 864-9180

David Wimpy
EMA Director / Fire Chief / EMS Director
david.wimpy@lumpkincounty.gov

October 27, 2023

Board of Commissioners
99 Courthouse Hill, Ste. A
Dahlonega, GA 30533

RE: Ga. Forestry VFA Grant

BOC,

The Lumpkin County Emergency Services has an opportunity to possibly receive a federal grant that will help fund some much-needed equipment. Without grants like this and the economy in the shape it's in, we would not be able to purchase a lot of the more expensive items that we desperately need to do our job. This is a great opportunity, but we need your approval and support to continue with the process. Please read over the staff analysis and it will explain the opportunity and benefit it will give our department and also help us to continue giving the citizens of Lumpkin County the emergency services that they deserve.

With Regards,

David Wimpy,
LCES Director/Fire Chief

GEORGIA FORESTRY COMMISSION

5645 Riggins Mill Road
Dry Branch, GA 31020
P. 478-751-3500
F. 478-751-3465

An Equal Opportunity Employer & Service Provider

Brian Kemp
Governor

Tim Lowrimore
Director/State Forester

Board of Commissioners:

Larry Spillers, Chairperson
Roberta

Sandie Sparks, Vice Chairperson
Ellijay

Ember Bentley
Macon

Ben Gillis
Dublin

Chad Nimmer
Blackshear

Robert Pollard
Appling

Ken Sheppard
Vidalia

September 19, 2023

TO: Tim Lowrimore, Johnny Sabo, Frank Sorrells, Bo Chesser, Seth Pierce, Area FMOs, and Chief Rangers

FROM: Emily Hamilton

SUBJECT: NFP/VFA Grant Program Announcement

Please share the following information with fire departments serving communities with populations of less than 10,000 in your counties.

We will begin accepting requests for the NFP/VFA grant, which allows purchases from the options listed below on October 1, 2023. The attached grant application will be utilized to establish priority awards. Cooperating Fire Departments should return a completed application to the RFD office in Macon by mail or email, no later than 4:30 P.M. November 30th, 2023. (See attached mail/fax information) **Remember, a grant application is not valid unless it is signed by the appropriate head of the Government entity requesting assistance.**

Options

1. Table 512.A items are allowed for purchase under this grant. See attached.
   Note: Breathing apparatuses and radios are not available for purchase under this grant!
2. Fire department pump test equipment such as PTO gauges, vacuum/pressure test gauges, deluge guns with nozzle tips, and RPM counters.
3. Emergency red lights and scene lighting.
4. Wildland PPE and hand tools.
5. Class A and/or B foam systems and foam.
6. This year we are also funding 50% of the cost of slip-on units with a maximum of $5,000 VFA Funding!

Non-Awardees will be notified of their status by mail.
Awardees will be forwarded an information packet to include grant documentation instructions.

Grant parameters require awarded applicants to obtain 3 bids minimum on options and items purchased. This does not have be done during the application process.

This is a 50/50 matching grant! Fire Departments may qualify for reimbursement of up to 50% of $10,000.00 or $5,000.00 maximum per government entity. The 50/50 matching rule will apply to all amounts less than the maximum.

I am available to answer any questions you may have regarding the current NFP/VFA Grant.

The Georgia Forestry Commission and its sub-contractors are equal Opportunity employers and service providers and subject to all provision of section 601 of the Civil rights act of 1964 and therefore prohibit discrimination in all programs and services on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

GEORGIA FORESTRY COMMISSION

GEORGIA FORESTRY COMMISSION VOLUNTEER FIRE ASSISTANCE

GRANT APPLICATION

Name of Community Organization LUMPKIN COUNTY EMERGENCY SERVICES

*Federal ID Number 093001

COMMUNITY CONTACT INFORMATION

Contact Name: DAVID WIMPY

Address: 57 A PINE TREE WAY

City: DAHLONEGA Zip Code: 30533 County: LUMPKIN

Phone (primary): 706-864-3030 Phone (other): 706-482-2641

Email: DAVID.WIMPY@LUMPKINCOUNTY.GOV Fax: _____

Fire Department: LUMPKIN COUNTY EMERGENCY SERVICES

Fire Chief: DAVID WIMPY Phone: 706-482-2641

Is the community in question bordered by any federally controlled land, such as a national park or forest? YES If not, how close is the nearest one? 0 miles

Other Community Contacts:

Name	Title	Phone
HILLARY ULLOM	BUDGET/GRANTS ADMIN.	706-482-2560

*If the community applying for grant money does not have a Federal ID number, the community will need to apply for one by going to http://www.irs.gov/index.html

PROJECT DESCRIPTION

We are applying for a Georgia Forestry Volunteer Fire Assistance Grant to:
REPAIR/REPLACE DUMP CHUTES ON (2) WATER TENDERS, (6) GAS DETECTORS FOR ENGINES.

Please attach a short narrative on the situation(s) you want to mitigate and your expected results from completing this project. Include a timeline for completion, who is responsible, amount being requested, and measures of project accomplishments.

Estimated time it will take to complete this project: 1 Month(s)

Anticipated date to start this project 12/1/2023

Anticipated date the project will be finished 12/31/2023

Please attach a proposed timeline with milestones that need to be reached. All local governing bodies and authorities, if applicable, must approve all projects. Attach letters of approval as needed.

Authorized signature: _____ Date: 10/30/23

Position: FIRE CHIEF / DIRECTOR

Other signatures, as required by the community:

Authorized signature: _____ Date: 10/30/23

Position: County Manager

Authorized signature: _____ Date: _____

Position: _____

Authorized signature: _____ Date: _____

Position: _____

Return completed application to:

Emily Hamilton
GA Forestry Commission RFD
5645 Riggins Mill Rd
Dry Branch, GA 31020
Or ehamilton@gfc.state.ga.us

Phone: 478-751-3504
No later than November 30th, 2023

RFD Staff Only

GRANT # _____ CONTACT _____

AMOUNT OF AWARD RECEIVED _____

APPROVAL SIGNATURE _____

Lumpkin County Emergency Services

57 A Pinetree Way
Dahlonega Ga. 30533

This document is intended to describe the items requested for purchase under the NFP/VFA grant program. The main item requested are (two) Newton Swivel Dump Chute Assemblies for our 3,000-gallon water tenders. These will augment the existing dump valves to allow for quicker and more efficient use of our water tenders during fire suppression operations. Parts delivery is 5 to 7 days after receipt of order and the retrofit will be accomplished by our county fleet maintenance facility.
The other items requested are replacement CO detectors to be place on front line suppression apparatus. Delivery is with 3-5 days, and will be placed in-service upon receipt.

Respectfully,
Tony Kent, Deputy Fire Chief
LCES

Phone (706) 864-2492 Cell (678) 678-1656 Email: tony.kent@lumpkincounty.gov

APPENDIX A

AGREEMENT ADDENDUM

FFATA (Federal Funding Accountability and Transparency Act)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, sub grants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below $25,000 or credit card transactions before October 1, 2008.

Definitions

A. "FFATA funds" means funds expended or obligated from appropriations The Federal Funding Accountability and Transparency Act.

B. "Contractor" is defined as any person, including, but not limited to, a bidder, offertory, loan recipient, grantee, or sub-grantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or sub-grant with the Georgia Forestry Commission, or with a person under contract, subcontract, grant, or sub-grant with the Georgia Forestry Commission. The term contractor may include a permit, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Georgia Forestry Commission.

FFATA Terms & Conditions

1. **Revisions to Requirements.** **Contractor acknowledges that this Addendum may be revised pursuant to ongoing guidance from the relevant Federal agency or Georgia Forestry Commission regarding requirements for FFATA funds. Contractor agrees to abide by any such revisions upon receipt of written notification from the Georgia Forestry Commission of the revisions, which will automatically become a material part of this Addendum, without the necessity of either party executing any further instrument.**

2. **Reporting Requirements** – To meet the reporting requirements of FFATA and ensure transparency and accountability in the use of funds provided through FFATA. Activities carried out and results achieved with FFATA funds will be tracked carefully, reported clearly and quantifiably.

In an effort to meet this requirement, all project information will be reported by GFC at www.fsrs.gov/

Contractors will be responsible for submitting the attached financial and management reports once the contract is signed to Georgia Forestry Commission, Attn: Lee Brown, P. O. Box 819, Macon, GA 31202-0819 within 5 business days.

Detailed information on any subcontracts or sub-grants awarded by the Contractor must include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget;

Contractor may be required to submit backup documentation for expenditures of FFATA funds including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Georgia Forestry Commission upon.

3. Registrations and Identification Information

(a) Contractor must maintain current registrations in the Center Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with FFATA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(b) If applicable, the Contractor agrees to separately identify to each sub-contractor and document at the time of award of contract or approval of application and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of FFATA funds.

4. Flow Down Requirement. Contractor must include these FFATA Terms and Conditions in any sub-contract, sub-grants, loans and cooperative agreements.

5. Prohibition on Use of Funds. FFATA Section 1604 states no FFATA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by FFATA.

6. Wage Rate Requirements. FFATA requires that all laborers employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to FFATA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United

States Code (Davis-Bacon Act). Will comply with the Copeland Act (40 U.S.C. Section 276C and 18 U.S.C. Section 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), regarding labor standards for federally assisted construction sub-agreements.

7. Whistleblower Provision.

(a) An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

(1) gross mismanagement of an agency contract, agreement or grant relating to covered funds;

(2) a gross waste of covered funds;

(3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;

(4) an abuse of authority related to the implementation or use of covered funds; or

(5) a violation of law, rule, or regulation related to an agency contract or agreement (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate U.S. Office of the Inspector General.

9. False Claims Act. Contractors and subcontractors shall promptly refer to the U.S. Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

10. Environmental and Preservation Requirements. The Contractor shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the awarding Federal agency to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Contractor to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. The Contractor shall not undertake any project having the potential to impact EHP resources without the prior approval of the awarding Federal agency, including but not limited to communication towers, physical security enhancements, new construction, and modification to buildings that are 50 years old or greater. The Contractor must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require re-evaluation for

compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Contractor must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Contractor will immediately cease construction in that area and notify the Georgia Forestry Commission. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

11. No Contracts/Agreements with Debarred or Suspended Entities. The Contractor shall not enter into any contract or subcontract with any party that has been debarred or suspended from either:

(a) contracting with the Federal Government or the State of Georgia; or

(b) participating in any Federal or State of Georgia assistance programs.

12. Prohibition on Lobbying.

(a) The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress, or an employee of an Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative Agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the contractor/grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with it's instructions.

(c) Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) and any applicable regulations are incorporated by reference and the Contractor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

13. Nondiscrimination Provisions. The Contractor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this Agreement. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following on the basis of:

(a) Race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by applicable regulations.

(b) Race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg. 339), as implemented by applicable regulations.

(c) Sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by applicable regulations.

(d) Age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by applicable regulations.

(e) Handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by applicable regulations.

(f) Drug abuse, the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-225) as amended.

(g) Alcohol abuse or alcoholism, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended.

(h) Confidentiality of alcohol and drug abuse patient records, Section 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C., Section 290 dd-3 and 290 ee3).

(i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

14. DBE Provisions. The Contractor shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to DBE programs. In the event this Contract/Agreement is a grant Contract not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize DGS-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) for those contracting, subcontracting and purchase opportunities that exist and report utilization to DGS.

15. Access to Records. Contractor agrees that with respect to each FFATA Contract using, in whole or in part, FFATA funds, any representative of an appropriate U.S. Inspector General appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the U.S. Comptroller General is authorized to examine any records of the Contractor, any of its subcontractors, or any state or local agency administering such contract that pertain to, and involve transactions relating to the contract; and to interview any officer or employee of the contractor, subcontractor or agency regarding such transactions.

16. Access to Information. This section provides authority for the Inspector General or authorized representative during the term of this agreement/contract plus an additional three (3) years thereafter to examine any records or interview any employee or officers working on this agreement/contract. The contractor is advised representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this agreement/contract. Section 1515(b) further provides nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the inspector general. This agreement/contract and any records or expenditures related thereto may be subject to disclosure under Freedom of Information Act, 5 U.S.C. §552.

17. Right to Inspect. The Office of the State Inspector General shall have access to all records, information, data, reports, plans, projects, maters, contracts, memoranda, correspondence, and any other materials of Georgia Forestry Commission and shall be deemed to be an authorized representative and agent of Georgia Forestry Commission for purposes of determining whether fraud, waste, corruption and abuse have occurred. Contractor agrees to make available, at all reasonable times during the term of this agreement/contract plus an additional three (3) years thereafter, any and all records, information, data, reports, plans, projections, matters, contracts, memoranda, correspondence and other materials relating to this agreement/contract, for inspection by the Office of the State Inspector General.

18. Each party hereby certifies that it has complied with the Immigration Reform and Compliance Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. 13-10-90 et seq., by registering at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES verifying information for all new employees and executing any affidavits by Ga. Comp. R. & Regs. R. 300-10-1-.01 et, Seq

19. Compliance. The Contractor shall comply with all applicable laws, regulations and program guidance. A **non-exclusive** list of statutes, regulations and/or guidance commonly applicable to Federal funds follows:

General

- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 32 CFR part 26, Subpart B
- Copeland "Anti-Kickback Act", 18 U.S.C. Section 874; 29 CFR Part 3
- Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-330; 29 CFR Part 5
- Americans with Disabilities Act of 1990, as amended; 42 U.S.C. Chapter 126; 28 C.F.R. §35.101 et seq.

Administrative Requirements

- OMB Circular A-102, State and Local Governments (10/07/94, amended 08/28/07) (44 CFR Part 13)
- OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215)

Cost Principles

- OMB Circular A-87, State and Local Governments (05/10/04) (2 CFR Part 225)
- OMB Circular A-21, Educational Institutions (5/10/04) (2 CFR Part 220)
- OMB Circular A-122, Non-Profit Organizations (5/10/04) (2 CFR Part 230)

Audit Requirement

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03

IN WITNESS WHEREOF, the ***COMMISSION*** and the ***AWARDEE*** hereto have affixed signatures this 27th day of October, 2023.

WITNESS: CHARLES ANTHONY KENT NOTARY PUBLIC COMM. EXP. JANUARY 23, 2024 LUMPKIN CTY EMERGENCY SERV.

AWARDEE _____

DATE 10/27/23

Lumpkin County, Georgia

Sheriff

Date:	November 21, 2023
Agenda Item:	2023-107 Cellebrite Software *(Sheriff Stacy Jarrard)*
Item Description:	Software used to analyze and process data to pinpoint key evidence in seized mobile devices.
Facts & Historical Information:	Lumpkin County Sheriff's Department is looking into entering into an agreement with Cellebrite for the 4PC program. The Cellebrite 4PC program is a computer software used to formulate digital intelligence strategy to access, manage, analyze, and leverage data to provide actionable intelligence essential to solving more cases and lowering crime rates across the communities we serve. Investigators can master the complexity of data and reveal actionable insights accelerating time to resolution and improving your investigative operations. The Criminal Investigations Division has utilized the Cellebrite Touch2 hardware for the past 5 years in over 100 cases. The Touch2 was used to obtain evidence to charge, prosecute and convict in multiple case types such as murder, child molestation, drug cases, aggravated assault, robbery and more. The information obtained was valuable in moving these cases forward in many ways such as finding suspects to providing evidence in court. The Touch2 CID is currently using will be obsolete in the following year and will not function come mid-year. With switching over to the computer-based software we will no longer fall in to the problem of hardware becoming obsolete and will be able to upgrade through the 5 years.
Potential Courses Of Action:	A. The Board could accept the proposed contract and agreement with Cellebrite which would continue to provide this agency with a valuable investigative resource. B. The Board could choose to not accept the proposed contract and agreement with Cellebrite. Contract Terms: Initial Terms of 5 Years Renewal terms of 5 years
Budget Impact:	The agency shall pay a total of $32,980.00 for the 5-year contract. Payment will be due 30 days from start of contract.
Staff Recommendation:	The recommendation of Sheriff Office staff is to grant the proposed contract and agreement. In which the Cellebrite 4PC system could be used daily in every day investigation and apprehension of suspects to assist and compliment Investigators in the performance of their duties.

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Vienna, VA 22182
USA

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Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
http://www.cellebrite.com

Cellebrite Digital intelligence for a safer world

Quote

Quote# Q-314563-1
Date: May 12, 2023

Billing Information
Lumpkin County Sheriff's Office
99 Courthouse Hill Suite D
Dahlonega, Georgia 30533
United States

Contact: Deanna Williams
Phone: 7064822667

Delivery Information
Lumpkin County Sheriff's Office
385 E Main St
Dahlonega, GA 30533
United States

Contact: Marcus Sewell
Phone: 706-482-2615

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance (Only for NA):
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00097583	Nov 19, 2023	Net 30	USD	Tommy Smith

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price\Unit	Net Price
B-UFD-10-011	UFED Touch2 Standard Ultimate Subscription	1	Nov 19, 2023	Nov 18, 2028		32,250.00	32,250.00
F-UFD-03-026	Trade in from UFED Touch to UFED 4PC, Full Kit included	1			7214665	730.00	730.00

SubTotal	USD 32,980.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 32,980.00

Comments:

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.

- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)
- Limited Warranty: Hardware:12 Months; Software:60 days; Touch Screen:30 days
- General: The following terms shall apply to any product at http://legal.cellebrite.com/us/index.html
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html
- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at https://legal.cellebrite.com/CB-us-us/index.html
- Premium: The following terms shall apply only to Cellebrite Premium at http://legal.cellebrite.com/intl/PremiumUS.htm
- Pathfinder: The following terms apply to Cellebrite Pathfinder at https://legal.cellebrite.com/PF-Addendum.htm
- Training Services: The following terms apply to Cellebrite Training Services at http://legal.cellebrite.com/intl/Training.htm
- SaaS: The following terms apply to Cellebrite SaaS Services at https://legal.cellebrite.com/SaaS.htm
- Endpoint Mobile: The following terms apply to Cellebrite Endpoint Mobile at https://legal.cellebrite.com/Endpoint-Mobile-Now.htm

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
Please indicate the invoice number when remitting payment.

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.
Customer Name: _____

Signature: _____ **Effective Date:**

Name (Print): _____ **Title:** _____

Please sign and email to Ariel Segal at ariel.segal@cellebrite.com

<u>IMPORTANT</u>: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING, ACCESSING OR USING CELLEBRITE-SUPPLIED SOFTWARE (AS PART OF A PRODUCT OR STANDALONE) CONSTITUTES EXPRESS ACCEPTANCE OF THIS AGREEMENT. CELLEBRITE IS WILLING TO LICENSE SOFTWARE TO YOU ONLY IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT (THE "EULA"), ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BY BUYER (AS DEFINED BELOW) AND CELLEBRITE, AND ANY "CLICK-ACCEPT" AGREEMENT, AS APPLICABLE. TO THE EXTENT OF ANY CONFLICT AMONG THIS EULA, ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BY BUYER AND CELLEBRITE, ANY "CLICK-ACCEPT" AGREEMENT, ANY TERMS ON A PURCHASE ORDER AND CELLEBRITE'S TERMS AND CONDITIONS OF SALE, THE ORDER OF PRECEDENCE SHALL BE (A) AN AGREEMENT SIGNED BY BUYER AND CELLEBRITE; (B) THIS EULA; (C) THE "CLICK-ACCEPT" AGREEMENT; (D) CELLEBRITE'S TERMS AND CONDITIONS OF SALE; AND (E) BUYER'S PURCHASE ORDER, TO THE EXTENT SUCH TERMS ARE PERMISSIBLE UNDER CELLEBRITE'S TERMS AND CONDITIONS OF SALE OR AN AGREEMENT SIGNED BY BUYER AND CELLEBRITE (COLLECTIVELY, (A)-(E), AFTER APPLYING THE ORDER OF PRECEDENCE, THE "AGREEMENT").

BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE, USING THE PRODUCT OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED IN THE AGREEMENT, YOU INDIVIDUALLY AND ON BEHALF OF THE BUSINESS OR OTHER ORGANIZATION THAT YOU REPRESENT (THE "BUYER") EXPRESSLY CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED IN THE AGREEMENT, THEN (A) DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE ANY SOFTWARE (OR, AS APPLICABLE, ANY PRODUCT IN WHICH ANY SOFTWARE IS EMBEDDED), AND (B) WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ANY SOFTWARE (OR, IF AN AGREEMENT BETWEEN BUYER AND CELLEBRITE PROVIDES A SHORTER TIME PERIOD FOR ACCEPTANCE, SUCH SHORTER TIME PERIOD FOR ACCEPTANCE), EITHER RETURN SUCH SOFTWARE TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR FULL REFUND OF THE SOFTWARE LICENSE FEE, OR, IF SUCH SOFTWARE IS EMBEDDED IN A PRODUCT FOR WHICH NO SEPARATE SOFTWARE LICENSE FEE WAS CHARGED, RETURN SUCH PRODUCT AND EMBEDDED SOFTWARE, UNUSED, TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR A FULL REFUND OF THE LICENSE FEE PAID FOR THE APPLICABLE SOFTWARE EMBEDDED IN SUCH PRODUCT. YOUR RIGHT TO RETURN AND REFUND ONLY APPLIES IF YOU ARE THE ORIGINAL END USER PURCHASER OF SUCH PRODUCT AND/OR LICENSEE OF SUCH SOFTWARE.

This EULA governs Buyer's access to and use of any Software and/or any Product (as defined below) first placed in use by Buyer on or after the release date of this EULA (the "Release Date").

1. **DEFINITIONS –** In this Agreement, the following capitalized terms shall have the meaning set forth below:
   "Affiliate" of a party means such party's parent corporation, an entity under the control of such party's parent corporation at any tier or an entity controlled by such party at any tier. For these purposes, "control" shall mean the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of more than 50% of the outstanding voting interests in such entity or otherwise.

   "Agreement" means this EULA, combined with the Cellebrite General Terms and Conditions (the "GTC") which is incorporated by reference herein, and any additional terms agreed upon in writing and signed by Buyer and Cellebrite.

   "Authorization Product" means a product sold by Cellebrite or an authorized reseller of Cellebrite with embedded License Authorization Software, including but not limited to a USB dongle with embedded License Authorization Software.

“Authorized Users” means the number of Users that Buyer is licensed to have access to the applicable Software, which may include Concurrent Users and/or Named Users, all as set forth in the Agreement. If the number of Authorized Users is not otherwise set forth in the Agreement, the number of Authorized Users shall be deemed to be equal to the number of Products (other than Authorization Products) purchased by Buyer.

“Beta Software” means a pre-commercial, evaluation, pilot, "alpha", or "beta" version of the Software.

“Cellebrite” means Cellebrite DI Ltd. or its Affiliate that has an agreement with Buyer and/or issues invoices to Buyer with respect to any Software and/or Product, as applicable.

“Cellebrite Mobile Elite aaS” means the Cellebrite Mobile Elite as a Service solution to be provided to You by Cellebrite pursuant to any applicable order form and/or quote issued to you by Cellebrite and/or purchase order and/or agreement.

“Cellebrite PaaS” means the Cellebrite Premium as a Service solution to be provided to You by Cellebrite pursuant to any applicable order form and/or quote issued to you by Cellebrite and/or purchase order and/or agreement.

“Concurrent Users” means the number of Authorized Users (whether Named Users or not) of Buyer concurrently and/or simultaneously accessing, using or otherwise enjoying the benefit (except reviewing results of analyses generated by Software) of Software, either directly or indirectly from a remote location. If a single User connects to Software using multiple concurrent log-ins or connections, each such active logical connection or log-in is counted toward the number of Concurrent Users.

“Documentation” means any documentation related to any Software provided by Cellebrite.

“Embedded Software” means a copy of Software delivered embedded in or loaded onto a Product when such Product is sold by Cellebrite. Any Updates or Upgrades to Embedded Software are also deemed “Embedded Software”, notwithstanding being separately delivered from the applicable Product.

“Law” shall mean any law, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction or requirement of or by any governmental authority, as may be amended, changed or updated from time to time.

“License Authorization Software” means Software that is provided together with hardware on which it is embedded that is used to validate the authorized use of standalone Software.

“License Term” means the term of a paid subscription to an instance of Software or a unit of Product.

“Named Users” means a User authorized by Buyer to access or use the Software through the assignment of a single user ID, regardless of whether such User is using Software at any given time. A non-human device capable of accessing or access Software is counted as a Named User.

“Product” means a product (hardware and Software) manufactured by Cellebrite. The term “Product” includes without limitation the UFED Pro series, UFED field series and Analytics series of products. “Product” includes Authorization Products.

“Remote Access Protocol” means any remote access application, including without limitation Remote Desktop Protocol (RDP) and Windows Remote Management (WinRM), used to connect a single remote computer (*e.g.*, a laptop) to a single host computer (*e.g.*, a desktop) with an Authorization Product directly connected to such host computer for each Authorization Product then licensed by Buyer, as long as such Authorized User, single remote computer and single host computer with an Authorization Product are all located in the Territory.

“Software” means an instance of a program, module, feature, function, service, application, operation or capability of any Cellebrite-supplied software. The term “Software” includes without limitation any Embedded Software, Upgrade, Update, standalone software or any License Authorization Software.

"Territory" means the country (not including external territories) in which Product was purchased or Software was licensed from Cellebrite or an authorized reseller of Cellebrite.

"Third Party" means an individual or entity other than Buyer, Cellebrite and Cellebrite's Affiliates.

"Third Party Software" means certain software provided by a Third Party embedded in any Product, either as a standalone feature or as part of any Software, and which may be subject to additional end user license restriction and agreements.

"Update" means an update to any Software that is provided by Cellebrite and that may incorporate (i) corrections of any substantial defects; (ii) fixes of any minor bugs; (iii) at the sole discretion of Cellebrite, allowing additional compatibility of the Software with mobile devices provided by Third Parties; and/or (iv) at the sole discretion of Cellebrite, minor enhancements to the Software; provided, however, that Updates shall not include Upgrades. Updates are generally identified by Cellebrite by a change to the version number to the right of the first decimal point (*e.g.*, version 4.1 to 4.2).

"Upgrade" means a new release of any Software that incorporates substantial changes or additions that (i) provide additional value and utility; (ii) may be priced and offered separately as optional additions to any Software; and/or (iii) are not generally made available to Cellebrite's customers without a separate charge. Upgrades are generally identified by Cellebrite by a change to the version number to the left of the first decimal point (*e.g.*, version 4.2 to 5.0).

"User" means an individual able to gain access to any Software functionality.

"You" means the Buyer and any individual on the Buyer's behalf seeking the benefit of or evaluating this EULA.

2. LICENSE GRANT

A. Software. Subject to the terms and conditions of this EULA, during the License Term, Cellebrite grants Buyer, and Buyer accepts, upon delivery of any Software, a non-exclusive, non-transferable, royalty free, and non-sublicensable license to the Software to (i) allow Authorized Users to use such Software, in executable form only, and any accompanying Documentation, only for Buyer's internal use in connection with the Products, in the Territory (or any other location specifically authorized by Cellebrite in writing) and only as authorized in the Agreement, and subject to the terms hereof; ii) make a reasonable number of copies of Software, (except with respect to Embedded Software), for use only as licensed in this EULA, though in no case more than the number of Authorized Users; and (iii) make one (1) copy of Software, (except with respect to Embedded Software), for backup, archival or disaster recovery purposes.

i. Embedded Software Limitations. Buyer may only use Embedded Software for execution on the unit of Product originally delivered to Buyer with such Embedded Software installed or any replacement unit provided under a warranty from Cellebrite. Any Update or Upgrade of such Embedded Software that Cellebrite has licensed to Buyer may be loaded and executed only on the unit of Product on which any originally licensed Software is authorized to execute.

ii. License Exclusion. Notwithstanding anything to the contrary, except as may otherwise be required by applicable Law, no license is granted for installation or use of any Software on any Product resold by anyone who is not an authorized reseller of Cellebrite for such Product.

iii. Single Product; Single Authorization Product. Buyer's license to any Embedded Software is limited to a license to use such Embedded Software on one (1) Product for each Product purchased from Cellebrite or Cellebrite's authorized reseller. Buyer's license to any License Authorization Software is limited to a license to use such License Authorization Software on one (1) Authorization Product for each license to such standalone Software the authorized use of which is validated by such License Authorization Software and where such license is purchased from Cellebrite or Cellebrite's authorized reseller.

iv. Authorization Products. Without limiting Section 2.D, Buyer shall not, and shall not permit any User to, use any Authorization Product on a computer other than the computer to which such Authorization Product is directly connected (*i.e.* not through a network), except that an Authorized User may use Remote Access Protocol with Cellebrite's UFED Physical Analyzer. Buyer shall ensure that multiple users cannot use Remote Access Protocol to access UFED Physical Analyzer simultaneously. For the avoidance of doubt, subject to the terms and conditions of this EULA, sharing a USB dongle among Concurrent Users is permitted.

v. Remote Access Protocol. Buyer expressly acknowledges, agrees and warrants that except as required for use by Concurrent Users as allowed by the Agreement and as provided herein each computer running an Authorization Product will be configured or at least limited to serve only one remote connection at a time. In other words, only one Authorized User can use a Remote Access Protocol at the same time. For example, if a host computer is installed with multiple instances of Cellebrite's UFED Physical Analyzer, Buyer will ensure that it is not possible for multiple remote users to connect to the host computer and/or ensure that the foregoing does not occur. Regarding any other Cellebrite products or software other than Cellebrite's UFED Physical Analyzer, Buyer may not use a Remote Access Protocol unless expressly agreed to in writing by Cellebrite. Regarding Endpoint Inspector and/or Endpoint Mobile, it is hereby clarified and agreed that: (i) Buyer may use Remote Access Protocol and allow Authorized and Concurrent Users to use outside of Territory, as detailed in the Agreement; and (ii) Cellebrite may, at its sole discretion, inform any Endpoint Inspector and/or Endpoint Mobile's custodian about the nature of the use of the Endpoint Inspector and/or Endpoint Mobile application that will be installed and/or operated on or in relation to the custodian's device.

vi. Named Users. If the Agreement specifies that any Software may be used by Named Users, Buyer shall (i) assign a unique login credential for access and use of the Software to each Named User, (ii) ensure that the Software is used only by the applicable Named Users, (iii) ensure that Users do not share login credentials, and (iv) maintain the security and confidentiality of its Named User login credentials.

vii. Concurrent Users. If the Agreement specifies that any Software may be used by Concurrent Users, Buyer may install one instance of such Software on one (1) designated host server for concurrent and simultaneous use and/or access by the applicable number of Concurrent Users. The number of Concurrent Users accessing such Software at any time may not exceed the number of Concurrent Users specified in the Agreement. Buyer must keep a record of all Authorized Users who are Concurrent Users.

viii. Former BlackBag Software Users. Each copy of the Inspector, Digital Collector, Mobilyze, or SoftBlock Software may only be used, executed, or displayed by one (1) Authorized User and on one Licensed System at any given instance. The term "**Licensed System**" means a computer to which an activation key provided by BlackBag has been connected or accessed, as authorized by BlackBag in the applicable License Confirmation.

ix. Cellebrite PaaS and Mobile Elite aaS Access and Use. Subject to Your compliance with the terms and conditions contained in this EULA and/or in any applicable order form and/or quote issued to You by Cellebrite and/or purchase order and/or agreement, Cellebrite hereby grants to You, during the relevant Cellebrite PaaS or Mobile Elite aaS (either services, for the purpose of this Section, the "**Service**") License Term, a limited, non-exclusive, non-transferable (a) right to access and use the Service in accordance with any relevant printed, paper, electronic or online user instructions and help files made available by Cellebrite for use with the Service, as may be updated from time to time by Cellebrite, and (b) license to download any relevant software if software is offered by Cellebrite for the purpose of using the Service, in each case solely for Your internal business purposes and not for the benefit

of any other person or entity. By accessing and/or using the Service, You expressly acknowledge and agree that certain operational required information shall be shared with Cellebrite for the purpose of providing the service. Such information may include the number of unlocking actions purchased by You and/or left for Your use, types of software downloaded by You for the purpose of using the Service, etc. The Service may be affected by factors beyond Cellebrite's control and may not be continuous and uninterrupted. You acknowledge that the service may be subject to limitations and/or delays inherent in the use of the internet and electronic communications, and Cellebrite is not responsible or liable for any delays, delivery failures or other damage resulting from those technical difficulties beyond its control.

x. Premium and Mobile Elite Placement and Use. Any Premium and Mobile Elite Product, including Products connected by the Buyer to the Premium and/or Mobile Elite Product, may only be placed and used inside a room, lab, office. Premium Mobile may be placed and used anywhere in the Territory where security measures are consistent with sensitive activities. Cellebrite recommends to the Buyer having its Authorized Users certified for using and operation Premium and/or Mobile Elite, as applicable, and offers the top valued certifications in the field.

B. Software Provisions.

i. Any use or operation of the Product, including the Software, with any product and/or mobile device developed, manufactured, produced, programmed, assembled and/or otherwise maintained by any person or entity shall be permitted only after the User has obtained any consents or approvals required (to the extent required) pursuant to applicable Law.

ii. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO BUYER, USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE CELLEBRITE SOFTWARE IN CONNECTION WITH ANY PRODUCT AND/OR MOBILE DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED AND/OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT AND APPROVAL.

iii. No Obligation. Nothing in this EULA requires Cellebrite to provide Updates or Upgrades to Buyer or Buyer to accept such Updates or Upgrades.

iv. Trial and Beta Software Licenses. Subject to the terms and conditions of this Agreement, Cellebrite may grant Buyer with, and Buyer accepts, a nonexclusive, time-limited and nontransferable license, effective upon delivery, to use a copy of Software or a Beta Version of the Software, in executable form only, and any accompanying Documentation, only for Buyer's internal use to test, trial or evaluate such Software and/or provide feedback to Cellebrite with respect thereto, in the Territory, and not for any business or productive purposes, for a period as specified by Cellebrite at its sole discretion, and subject to the restrictions in Section 2.

Buyer assumes all risks and all costs associated with its use of the Trial and/or Beta Software, any obligations on behalf of Cellebrite to indemnify, defend, or hold harmless under this Agreement are not applicable to Buyer's use of any Trial and/or Beta Software. Buyer's sole and exclusive remedy with respect to such Trial and/or Beta Software_is termination of the license thereto. There is no guarantee that features or functions of the Trial and/or Beta Software will be available, or if available will be the same, as in the general release version of

the Software. Cellebrite will be under no obligation to provide Buyer any maintenance or support services with respect to the Trial and/or Beta Software.

IT IS CLARIFIED THAT THE LICENSE UNDER THIS SUB-SECTION IV IS PROVIDED "AS IS", WITHOUT ANY WARRANTY WHATSOEVER. CELLEBRITE DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS IN RELATION TO THE TRAIL AND/OR BETA SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY OR NON-INFRINGEMENT. IN NO EVENT WILL CELLEBRITE BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST, INJURY OR EXPENSE, INCLUDING LOSS OF TIME, MONEY OR GOODWILL, OR FOR DAMAGES OF ANY KIND, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL IN RELATION TO THE TRAIL AND/OR BETA SOFTWARE.

v. Buyer represents, warrants and covenants to Cellebrite that (a) only Users of Buyer who have obtained any necessary consents and approvals pursuant to applicable Law shall be permitted to use any of the Products and/or Software; (b) Users of Buyer shall only use any of the Products and/or Software in compliance with the terms of service, terms of use or other agreement with a Third Party; and (c) Buyer and its Users shall only use any of the UFED family of Products in compliance with all applicable Laws.

C. License Prohibitions. Notwithstanding anything to the contrary, Buyer shall not, and shall not permit, authorize or engage any Third Party to:

i. modify, reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software, or create derivative works thereof;

ii. assign, pledge, rent, lease, sublicense, share, distribute, sell or otherwise transfer the Software, any copy thereof, or any rights granted hereunder, to any third party, including without limitation selling any Product in a secondhand market;;

iii. use any Software to provide service to any Third Party including by use on a time sharing, service bureau, application service provider (ASP), software as a service (SAAS), cloud services, rental or other similar basis;

iv. make copies of or reproduce of any Software and/or Documentation, except as provided for in the license grant above;

v. remove, alter, deface, cover, obfuscate or destroy any proprietary markings, copyrights notices, proprietary legends, labels or marks placed upon or contained within any Products and/or Software (including, without limitation, any copyright or other attribution statements such as for open source software);

vi. use any Embedded Software other than with Products provided by Cellebrite or an authorized reseller of Cellebrite or for more than the number of Products purchased from Cellebrite or an authorized reseller of Cellebrite;

vii. disclose any results of testing or benchmarking of any Software to any Third Party;

viii. use any Update or Upgrade beyond those to which Buyer is entitled or with any Software to which Buyer does not have a valid, current license;

ix. deactivate, modify or impair the functioning of any disabling code in any Software;

x. circumvent or disable Cellebrite's copyright protection mechanisms or license management mechanisms;

xi. use the Product, any Software or any Third Party Software, alone or in combination with other activities, products or services, in any activity or manner that violates or supports, assists, facilitates, enables, constitutes or is otherwise deemed to be in violation of:

(1) any order, regulation or Law (including but not limited to any Law with respect to human rights or the rights of individuals) or to support any illegal activity;

(2) any human rights standards of any person, group, or community, and best practice including internationally recognized human rights instruments, such as the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, and the International Labor Organization Declaration on Fundamental Principles and Rights at Work;

(3) any rights of any Third Party.

xii. use any Product for any training purposes, other than for training Buyer's employees, where Buyer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing;

xiii. combine or operate any Products or Software with other products or software, without prior written authorization of Cellebrite or its Affiliates, including without limitation any installation of any software on any Product; or,

xiv. attempt any of the foregoing.

The licenses set out hereunder are at all times subject to these prohibitions and any contravention thereof shall constitute a material breach of this Agreement. Cellebrite expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

For the purpose of this Section, it is hereby clarified that "Third Party" shall include: Buyer's affiliates, employees, contractors, licensors, suppliers or customers. If the event that the Buyer is a governmental body the followings shall also be included: any federal, state, local, judicial or other governing body having jurisdiction over any of the foregoing.

D. Legal Exception. Buyer agrees that, to the extent that any applicable Law (including without limitation national laws implementing 2009/24/EC on the Legal Protection of Computer Programs) grants Buyer the right to reverse engineer any Software to make it interoperable without Cellebrite's consent, before Buyer exercises any such rights, Buyer shall notify Cellebrite of such desire and, no later than sixty (60) days following receipt of such request, Cellebrite may decide either to: (a) perform the work to achieve such interoperability and charge its then-standard rates for such work to Buyer; or (b) permit Buyer to reverse engineer parts of such Software only to the extent necessary to achieve such interoperability. Only if and after Cellebrite, at its sole discretion, partly or completely denies Buyer's request, shall Buyer exercise its statutory rights.

E. Network Usage. Buyer understands and agrees that Cellebrite may use Buyer's internal network and Internet connection for the limited purpose of transmitting license-related data at the time of installation, registration, use or update of Software to a Cellebrite-operated license server. At such time, Cellebrite may validate the license-related data in order to protect Cellebrite against unlicensed or illegal use of any Software. At its option, Cellebrite may only permit activation of Software upon exchange of license related data between Buyer's computer and the Cellebrite license server.

F. Third Party Software. Buyer acknowledges and agrees that the access and use of any Software (or certain features thereof) may involve access and/or use of Third Party Software. In addition to the Agreement, Buyer shall comply with the terms and conditions applicable to any such Third Party Software, including without limitation the following terms and conditions:

i. Bing Maps - https://www.microsoft.com/en-us/maps/product/terms-april-2011; http://aka.ms/BingMapsMicrosoftPrivacy

ii. OpenStreetMap – http://www.openstreetmap.org/copyright

iii. Chainalysis Inc. - https://legal.cellebrite.com/intl/ChainalysisEULA.htm

Additional Third Party Licenses can be found here: https://www.cellebrite.com/en/blackbag-agreements/#third_party

G. No Implied Licenses. Except for the express licenses set forth herein, Cellebrite does not grant any license to Buyer, whether by implication or otherwise.

H. Open Source Software.

i. Software may use and/or be provided with third party open source software, libraries or other components ("Open Source Component"), including those detailed in the open source notices files separately conveyed to You. To the extent so stipulated by the license that governs each Open Source Component ("Open Source License"), each such Open Source Component is licensed directly to Buyer from its respective licensors and not sublicensed to Buyer by Cellebrite, and such Open Source Component is subject to its respective Open Source License, and not to this Agreement. If, and to the extent, an Open Source Component requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions or restrictions, then such disclaimers, permissions, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Open Source Component which is governed by such Open Source License.

ii. If Buyer or another party on its behalf, modifies, replaces or substitutes any Open Source Component used in or provided with this Software, Buyer hereby fully, forever, irrevocably and unconditionally releases and discharges Cellebrite, its Affiliates and its and their employees, officers, directors, resellers, distributors and representatives (collectively, "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, covenants, liabilities, warranties, performance and maintenance and support obligations (collectively, "Released Claims"), of every kind and nature, with respect to such Software, including without limitation any such Released Claims that arise as a matter of applicable Law.

iii. If an Open Source License requires that the source code of its corresponding Open Source Component be made available to Buyer, and such source code was not delivered to Buyer with the Software, then Cellebrite hereby extends a written offer, valid for the period prescribed in such Open Source License, to obtain a copy of the source code of the corresponding Open Source Component, from Cellebrite. To accept this offer, Buyer shall contact Cellebrite at support@cellebrite.com.

I. Personal Data. The parties acknowledge and agree that: (a) Within the scope of this Agreement, the Product is an on-premise solution used and operated solely by Buyer without the involvement of Cellebrite; (b) Cellebrite is not engaged in any processing of 'personal data' (as this term is used in Laws governing data privacy and data protection) that flows through the Product; and therefore (c) with respect to Cellebrite activities in the scope of this Agreement, Cellebrite is neither a 'data controller' nor 'data processor' (as these terms are used in Laws governing data privacy and data protection).

3. OWNERSHIP

A. Title to Software. Notwithstanding anything to the contrary, Software furnished hereunder is provided to Licensee subject to and in accordance with the terms and conditions of the EULA. All title and interest of the Software and and/or any related Documentation and any derivative works

thereof shall remain solely and exclusively with Cellebrite or its licensors, as applicable. Nothing in this Agreement constitutes a sale, transfer or conveyance of any right, title or interest in any Software and/or Documentation or any derivative works thereof. Therefore, any reference to a sale of Software shall be understood as a license to Software under the terms and conditions of the Agreement. In the event of any conflict between the GTC and the EULA, the EULA shall take precedence over the GTC in all matters related to the Software.

B. Intellectual Property. All intellectual property rights relating to the Software and/or the Products, including without limitation, all patents, trademarks, algorithms, binary codes, business methods, computer programs, copyrights, databases, know-how, logos, concepts, techniques, processes, methods, models, commercial secrets and any other intellectual property rights, including any new developments or derivative works of such intellectual property, whether registered or not, are and shall remain the sole and exclusive property of Cellebrite or its licensors, as applicable. All right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other software or other works of authorship or other forms of intellectual property which are made, created, developed, written, conceived of or first reduced to practice solely, jointly with Licensee or on behalf of Licensee shall be and remain with Cellebrite or its licensors, as applicable. Any suggestions, improvements or other feedback provided by Licensee to Cellebrite regarding any Products, Software or services shall be the exclusive property of Cellebrite. Licensee hereby freely assigns any intellectual property rights to Cellebrite in accordance with this Section, including any moral rights, and appoints Cellebrite as its attorney-in-fact to pursue any such intellectual property rights worldwide.

4. **CONFIDENTIALITY –** The parties may each disclose to the other proprietary information related to the subject of the Agreement ("Confidential Information"). Software, Documentation, Trade Secrets, and any technical information related thereto are Confidential Information of Cellebrite without any marking requirement, but any other information disclosed in writing must be marked "confidential" or "proprietary" to be deemed the Confidential Information of a party. Information disclosed orally may be deemed Confidential Information if the disclosing party says it is proprietary and summarizes it in a writing to the other party within twenty (20) days of the oral disclosure.
Pursuant to 18 U.S.C. §1833(b) , Buyer shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Cellebrite's Trade Secrets (as defined below) only if such disclosure is made: (i) in confidence to a Federal, State, or local government official or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In court proceedings claiming retaliation by Cellebrite for Buyer's reporting a suspected violation of law, Buyer may only disclose Cellebrite Trade Secrets to Buyer's legal counsel and may only use the Trade Secret information, if Buyer (i) files documents containing Trade Secrets under seal; and (ii) Buyer does not otherwise disclose Cellebrite Trade Secrets, except pursuant to a court order.

The term "Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (a) Cellebrite has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

The receiving party shall: (a) hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information but at least reasonable care, (b) restrict disclosure and use of Confidential Information to only employees (including any agents, contractors or consultants) with a need to know who are advised of their obligations with respect to Confidential Information, (c) not copy, duplicate, reverse engineer or decompile Confidential Information, (d) use Confidential Information only in furtherance of performance under the Agreement,

and (e) upon expiration or termination of the Agreement, at the disclosing party's option, destroy or return all Confidential Information to the disclosing party.

The receiving party shall have no obligation regarding Confidential Information that: (a) was previously known to it free of any confidentiality obligation, (b) was independently developed by it, (c) is or becomes publicly available other than by unauthorized disclosure, (d) is disclosed to third parties by the disclosing party without restriction, or (e) is received from a third party without violation of any confidentiality obligation.

If a party is faced with legal action or a requirement under applicable Law to disclose or make available Confidential Information received hereunder, such party shall promptly notify the disclosing party and, upon request of the latter, cooperate in contesting such action or requirement at the disclosing party's expense. Neither party shall be liable for damages for any disclosure or unauthorized access pursuant to legal action or applicable Law or for inadvertent disclosure, access, or use if the customary degree of care as it uses with respect to its own proprietary information has been exercised and if, upon discovery of such inadvertent disclosure, access, or use the receiving party has endeavored to prevent any further (inadvertent or otherwise) disclosure or use.

5. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.

A. Definitions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 5, Cellebrite shall be deemed to include its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers; and "damages" shall be deemed to refer collectively to all injury, damage, loss or expense incurred.

B. Exclusive Remedies. Cellebrite's entire liability and Buyer's exclusive remedies against Cellebrite for any damages caused by any Product or Software defect or failure, or arising from the performance or non-performance of any obligation under the Agreement, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be:

i. For bodily injury or death to any person proximately caused by Cellebrite, Buyer's direct damages; and
ii. For all other claims, Cellebrite's liability shall be limited to direct damages that are proven, in an amount not to exceed the total amount paid by Buyer to Cellebrite during the twelve (12) month period that immediately preceded the event that gave rise to the applicable claim.

C. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT CELLEBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY.

D. No Liability to any Third Party. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO ANY PRODUCT OR SOFTWARE OR LICENSING OF ANY SOFTWARE TO, OR USE BY, ANYONE OTHER THAN BUYER.

E. Third Party Software Liability. Notwithstanding anything to the contrary, Cellebrite shall not be liable to Buyer or any User for any damages due to use of any Third Party Software. The limitations and exclusions from liability under the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Buyer and the applicable provider of such Third Party Software) shall govern and apply with respect to the use of each such Third Party Software. Additionally, Cellebrite does not provide any warranty with respect to any Third Party Software. The warranty provided by the terms and conditions applicable to any Third Party Software (which

are applicable to the arrangement between Buyer and the applicable provider of such Third Party Software) shall apply to Third Party Software.

6. **BUYER INDEMNITY –** To the maximum extent permitted by applicable Law, Buyer shall, at its expense: (i) indemnify and hold Cellebrite and its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers harmless from and against any damages, claim, liabilities and expenses (including without limitation legal expenses) (whether brought by a Third Party or an employee, consultant or agent of Buyer's) arising out of any (a) misuse or use of any Product or Software furnished under the Agreement in a manner other than as authorized under this EULA, including without limitation using the Product or Software in a manner that violates applicable Law including without limitation a person's Fourth Amendment rights under the United States Constitution (or its equivalent in the Territory); (b) misappropriation of any personal information, (c) failure to obtain consents and approvals required by applicable Law for the use of any of the Cellebrite's Products or Software, or; (g) use of any Product or Software in breach of or to violate the terms of any other agreement with a Third Party; (ii) reimburse Cellebrite for any expenses, costs and liabilities (including without limitation legal expenses) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

7. **CELLEBRITE INDEMNITY –** Cellebrite will, at its expense: (i) indemnify, defend and hold Buyer and its Affiliates and its and their officers and directors harmless from any Third Party claim to the extent alleging that any Software furnished under this Agreement directly infringes any patent, copyright or trademark or misappropriates any trade secret, in each case having legal effect in the Territory; (ii) reimburse Buyer for any expenses, costs and liabilities (including reasonable attorney's fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Buyer and attributable to such claim.

In connection with satisfying its obligations hereunder, Cellebrite may, at its option and expense: (a) procure for Buyer and/or its customers the right to continue using such Software or any Product on which such Software is embedded; (b) replace or modify any such Software or any Product on which such Software is embedded, to be free of such infringement; or (c) require return of such Software or any Product on which such Software is embedded, and refund the purchase price or license price depreciated on a straight-line basis over a three (3) year period from the delivery date.

Cellebrite shall have no obligations under this Section 7 with respect to any Excluded Item. The maximum liability of Cellebrite in relation to any claims under this Section 7 shall not exceed the amounts paid by Buyer to license the infringing Software or purchase Products including the infringing Software in the twelve (12) months immediately preceding the claim. If there are any other indemnification obligations with respect to infringement of any patent, copyright or trademark or misappropriation of any trade secret under the Agreement, this Section 7 shall be of no force and effect.

Cellebrite's obligations under this Section 7 are conditioned upon: (1) Buyer giving Cellebrite prompt written notice (within no more than thirty (30) days) after any such claim, unless Cellebrite would not be materially prejudiced thereby; (2) Cellebrite having complete control of the defense and settlement of such claim; (3) Buyer cooperating fully with Cellebrite to facilitate the defense or settlement of such claim; and (4) Buyer's substantial compliance with the Agreement.

The sale of any Product by Cellebrite shall not in any way confer upon Buyer, or upon anyone claiming under Buyer, any license (expressly, by implication, by estoppel or otherwise) under any patent claim of Cellebrite or others covering or relating to any combination, machine or process in which such Product is or might be used, or to any process or method of making such Product.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDY AND OBLIGATION OF THE PARTIES HERETO FOR INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF THIS AGREEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO.

8. **DISABLING CODE**

A. Disabling Code. Software may be provided to Buyer with code that allows Cellebrite to disable such Software. Except as provided in Section 8.B, Cellebrite will not invoke such disabling code without Buyer's prior consent.

B. Invocation of Disabling Code. Notwithstanding anything to the contrary, Cellebrite may invoke the disabling code without Buyer's consent if (i) Cellebrite reasonably believes that such Software has been, is being, or will be used in violation of Laws; (ii) Cellebrite is required to do so because of a court or regulatory order; (iii) Buyer has not paid an outstanding invoice more than sixty (60) days after such invoice is due, or; (iv) Buyer has used the Software other than as authorized by Buyer's license. Cellebrite shall have no liability to Buyer for any good faith invocation of any such disabling code.

9. TERM AND TERMINATION

A. Term. The term of this EULA is while any Software is under Buyer's control or possession. The License Term shall be determined in a separate agreement between Cellebrite and the Buyer.

B. Termination. Cellebrite may terminate this EULA (i) upon thirty (30) days' prior written notice to Buyer if Buyer has not cured any material breach of this EULA by the end of such thirty (30) day notice period or (ii) if Buyer has not paid any invoice sixty (60) days after such invoice is due. Upon termination or expiration of this EULA, (a) Buyer shall be responsible for payment for all purchase orders delivered to Buyer by Cellebrite before the effective date of termination and (b) Buyer shall destroy all copies of any Software under Buyer's control or possession.

C. Survival. The provisions of Sections 1-5, 6, 9, and 10-15 of this EULA shall survive any termination or expiration of this EULA.

10. CHOICE OF LAW; JURISDICTION; GOVERNING LANGUAGE

A. Choice of Law; Jurisdiction.

i. The Parties agree to meet and discuss any dispute or claim relating to the Agreement prior to seeking any judicial resolution, for a period of at least thirty (30) days, during which either party may request confidential mediation. If either party requests confidential mediation, the Parties shall conduct a minimum of two (2) days of confidential mediation with a neutral mediator selected by the American Arbitration Association in New York, New York.

ii. This Agreement and any disputes or claims arising hereunder are governed by the Laws of, and subject to the exclusive jurisdiction of, the country of incorporation of the Cellebrite entity that sold any Product or licensed any Software to Buyer, without giving effect to any choice of Law rules or principles. In case of sales or licenses in the United States of America, this Agreement and any disputes or claims arising hereunder are governed by the laws of the State of New York and subject to the exclusive jurisdiction of the federal or state courts in New York, without giving effect to any conflict of Law rules or principles. Notwithstanding anything to the contrary, in the vent that the entity that sold any Product or licensed any Software to the Buyer is Cellebrite GmbH, this Agreement shall be governed by and construed in accordance with the law of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts and, without giving effect to any conflict of Law rules or principles. The United Nations Convention on Contracts for the International Sale of Goods (except that sales or licenses in the United States of America shall not exclude the application of General Obligations Law 5-1401), and the Uniform Computer Information Transactions Act do not apply to this Agreement. Cellebrite may, at its sole discretion, initiate any dispute or claim against Buyer, including for injunctive relief, in any jurisdiction permitted by applicable Law.

B. Litigation Support. Cellebrite will only provide litigation support or testimony related to this Agreement if Cellebrite is compensated for its participation, including all travel expense, attorneys' fees, lost opportunity costs, and other applicable amounts. Purchaser will contact Cellebrite for a quote.

C. Governing Language. The parties hereto have required that this EULA be drawn in the English language, and that the English language version shall control over any translations thereof. If Buyer is located in Quebec, the following sentence shall apply: Les parties conviennent que cette EULA soient rediges en anglais.

11. ASSIGNMENT – Except to the extent otherwise required by applicable Law or expressly provided for assignment generally in the Agreement, no license provided to Buyer is sublicensable, transferable or assignable by Buyer, including by operation of Law, change of control, merger, purchase or otherwise, without the prior written consent of Cellebrite in each instance. Other than as expressly permitted by the foregoing, any attempted sublicense, transfer or assignment by Buyer shall be null and void.

12. NO-WAIVER – No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

13. ENTIRE AGREEMENT – The terms and conditions contained in this EULA supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this EULA, except as provided for in the preamble to this EULA.

14. CONSTRUCTION; SEVERABILITY – The headings used in this EULA are for reference purposes only and will not be deemed to limit, expand or in any way affect the interpretation of any term or provision hereof. If any provision of this EULA is held to be invalid or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired. The parties shall interpret the affected provision in a manner that renders it enforceable while attempting to closely approximate the intent and effect of the affected provision.

15. GOVERNMENT USE

A. U.S. Government End Users. The Software was developed exclusively at private expense and qualifies as a "commercial item" consisting of "commercial computer software" and/or "computer software documentation" as such terms are defined and used at FAR (48 C.F.R.) 2.101. Use, duplication or disclosure of the Software by the U.S. Government are subject to restrictions set forth in this Agreement, in accordance with FAR 12.212 and/or DFARS 227.7202-4, as applicable.

B. Incorporation of FAR. If the Licensee is a U.S. federal government entity (or agency thereof), these Terms incorporate the following FAR provisions by reference:

52.222-50	52.233-3	52.222-54	52.222-21	52.222-26	52.203-6
52.204-10	52.209-9	52.212-4	52.222-40	52.222-41	52.203-13
52.222-36	52.222-37	52.233-4	52.212-5	52.209-10	52.222-35
52.222-53					

16. INAPPLICABLE TERMS AND PROVISIONS – ***VOID AB INITIO***. This Section ***only applies*** to U.S. local, county, state, governmental agencies and other U.S. law enforcement agencies that are state or federally funded by the United States Government. Subject to the foregoing statements, to the extent that any term or provision of the Agreement, is considered ***void ab initio***, or is otherwise unenforceable against the Licensee pursuant to applicable U.S. Law that expressly prohibits Licensee from agreeing to such term or condition, then such conflicting term or provision in this Agreement shall be struck to the extent to make such term or provision enforceable, and the remaining language, if any, shall remain in full force and effect.

Any Licensee policies or procedures which are not expressly required by U.S. Law, shall not apply or be incorporated into the Agreement.

This Section does *not* apply to any private enterprise, public or private corporation, law firm, consulting company, digital forensics company, non-law enforcement agency, private person, or any other corporate entity that is a Licensee.

Last Updated: November 29, 2022

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Appendix I

CELLEBRITE'S STANDARD WARRANTY

A. Hardware Warranty:

Subject to the remaining Sections of this Appendix I, Cellebrite warrants that each Product, including all firmware but excluding 1) Software, for which the warranty is only as provided under Section B, 2) other Accessories, for which the warranty shall be as provided below, and 3) related services or prototypes of any Product, shall perform in substantial conformance with its Documentation for twelve (12) months after delivery (the "**Warranty Period**"). If any failure to conform to such specification ("**Defect**") is suspected in any Product during the Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions at Licensee's expense. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyse the Defect and any technical information provided by Licensee to verify whether any Defect appears in the Product.

If a returned Product does not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs, and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at its option, either repair or replace the defective Product with the same or equivalent Product without charge. If, after a period of thirty days following Cellebrite's receipt of the returned Product, repair or replacement has not occurred then Cellebrite will credit or refund (at Cellebrite's option) the purchase price, provided: (i) Licensee notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Licensee knows or reasonably should know of the claimed Defect, and (ii) the Defect appears within the Warranty Period. Cellebrite shall ship any replacement Product DAP, excluding Import VAT (Incoterms 2010), to Licensee's destination. Title to any replaced Product or replaced parts of any Product shall pass to Cellebrite upon delivery.

In no event shall Cellebrite be responsible for deinstallation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty will perform in substantial conformance with the Documentation for a period of (i) six (6) months from the date of repair or replacement or (ii) until the expiration of the original Warranty Period, whichever is later.

Accessories shall perform in substantial conformance with their Documentation for six (6) months after Licensee's receipt (the "**Accessories Warranty Period**"). If any Defect is suspected in any accessories during the Accessories Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective Accessories to Cellebrite in accordance with Cellebrite's instructions. No Accessories will be accepted for repair or replacement without the written authorisation of Cellebrite. If returned Accessories do not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If returned Accessories have a Defect, Cellebrite shall either repair or replace the defective Accessories with the same or equivalent Accessories without charge. Title in any replaced Accessories shall pass to Cellebrite upon delivery of the replacement Accessories.

"**Accessories**" shall mean using any peripheral equipment which accompanies, or is used in conjunction with, the Products, including without limitation, cables, kits, connectors or other accessories.

B. Software Warranty:

Cellebrite warrants to Licensee that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformance with its Documentation. As Purchaser's sole and exclusive remedy, Cellebrite will, at its sole expense, and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty. Software shall be provided with an initial twelve (12) months license which may be renewed by Purchaser for additional terms against payment of the applicable subscription fees to Cellebrite (the "**Software License Period**"). During the Software License Period Cellebrite shall provide Purchaser with periodical Software Updates, at Cellebrite's sole and absolute discretion.

C. Exclusions:

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Before returning a Product for service, Licensee will back up any data contained in such Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, LOSS OF, OR CORRUPTION OF, ANY RECORDS, PROGRAMS, DATA OR INFORMATION RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

Lumpkin County, Georgia

Special Projects

Date:	November 21, 2023
Agenda Item:	2023-108 Renewal of Recycling IGA with Hall County *(Special Projects Director Ashley Peck)*
Item Description:	Renewal of the IGA with Hall County for Recycling
Facts & Historical Information:	In 2019 the Board of Commissioners entered into an IGA with Hall County. The IGA allows Lumpkin County to bring OCC cardboard and single stream recyclables with no glass to the Hall County Recycling Center. The IGA states that Hall County will pay Lumpkin County one half (1/2) the market rate for the OCC only, unless the market rate reaches a value at or below $40 per ton. There is no payment for single stream recycling. In 2020 Lumpkin County contracted with Mark Robinson Hauling to operate the Lumpkin County Recycling Program. Mark Robinson currently takes recycled product to Hall County Recycling Center as a contract hauler for Lumpkin County. The IGA with Hall County expires December 31, 2023 and will need to be renewed to maintain the current operating procedure. The term of the IGA is for 1 year.
Potential Courses Of Action:	A. Renew the IGA with Hall County for Recycling B. Do not renew the IGA with Hall County for Recycling C. Renew the IGA with Hall County, but request modifications to the IGA
Budget Impact:	There will be no impact to the budget.
Staff Recommendation:	Renew the IGA with Hall County for recycling.

STATE OF GEORGIA

COUNTY OF HALL

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, 2023, by and between **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Hall County"), and **LUMPKIN COUNTY, GEORGIA,** a political subdivision of the State of Georgia ("Lumpkin County").

WHEREAS, Lumpkin County desires to have Hall County provide facilities and personnel to receive recyclables delivered from Lumpkin County; and

WHEREAS, Hall County is willing to provide said services by receiving recyclables and OCC from Lumpkin County;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

1.

Hall County shall allow Lumpkin County to bring OCC cardboard and single stream recyclables with no glass, to the Hall County Recycling Center located at 1008 Chestnut Street, Gainesville, Georgia.

2.

Hall County will weigh products upon arrival. Lumpkin County will be responsible for the unloading said material, then weigh as they exit the facility.

3.

Hall County will pay Lumpkin one half (½) the market rate for the OCC only, unless the market rate reaches a value **at or below** $40 per ton. At such time, no payment will be given. There will be no payment for single stream.

4.

Lumpkin County will provide a W-9 to the Hall County Recycling Center for account set up. Lumpkin County will receive payment by submitting an invoice monthly to Hall County Accounts Payable.

5.

This Agreement shall be effective the 1st day of January, 2024, and shall terminate on the 31st day of December, 2024, unless either party elects to terminate the Agreement as outlined in the following paragraph.

6.

Any party wishing to terminate this Agreement may do so for whatever reason it deems necessary by giving thirty (30) days' notice of such termination to the other party in writing, by certified mail. Such notice shall be mailed, return receipt requested, to the Chairman of the Hall county Board of Commissioners in the case of Hall County, and to the Chairman of Lumpkin County in the case of Lumpkin County.

7.

This Agreement contains all of the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing agreements. There are no understandings, representations, or agreements, written or oral, pertaining to the matters in this Agreement other than those contained in the Agreement.

IN WITNESS WHEREOF the parties hereto, acting by and through their duly authorized officers, have caused this Intergovernmental Agreement to be executed as of the day and year first above written.

HALL COUNTY, GEORGIA

By:_____
Chairman, Board of Commissioners

(S E A L)

Attest: _____

Clerk

LUMPKIN COUNTY, GEORGIA

By:_____
Chairman, Board of Commissioners

(S E A L)

Attest: _____

Clerk

Lumpkin County, Georgia

Special Projects

Date:	November 21, 2023
Agenda Item:	2023-109 Adapt to Solve Contract for the Installation of Low Voltage, Security Cameras, and Intercom System for the Pinetree Recreation Center ***Ratify*** *(Special Projects Director Ashley Peck)*
Item Description:	Approval of quote from Adapt to Solve for the Installation of Low Voltage, Security Cameras, and Intercom System for the Pinetree Recreation Center.
Facts & Historical Information:	The new Pinetree Recreation needs the following items for installation; security cameras, intercom system, and low voltage wiring for the cameras, access points and data drops. The quote for your approval is for the installation of all items. The cameras being installed are 35 Verkada cameras which is a cloud based camera system that allows for easy scalability. Lumpkin County is required to hold all data from cameras for at least 30 days which, in a traditional camera system requires a server and would need replacement every 3 years. The Verkada system removes the need for a server. The installer of Verkada cameras is the company that has provided the quote, Adapt to Solve. Adapt to Solve is a Georgia statewide contract holder for integrated security and surveillance products. In addition to the cameras the quote includes the installation of an intercom system and all low voltage networking and data cabling. The building will need data cables to all access points, cameras, computer/data drops and audio visual locations. The benefit to using Adapt to Solve for the installation of cabling, cameras and intercom will be to streamline the coordination with the contractor where they only have to coordinate with a single company instead of three. Placement and layout of the cameras, intercom zones, data drops and access points are included for review in the attachment.
Potential Courses Of Action:	A. Approve the quote with Adapt to Solve for the installation of low voltage cables, cameras and intercom system. B. Do not approve the quote with Adapt to Solve for the installation of low voltage cables, cameras, and intercom system. C. Approve the quote, but request modifications.
Budget Impact:	There will no impact to the general fund. The funds for this will come from the projects budget.
Staff Recommendation:	Approve the quote from Adapt to Solve for the installation of low voltage, security cameras, and intercom system for the Pinetree Recreation Center.

ADAPTTOSOLVE, INC

ADAPTIVE SOLUTIONS

111 AIRPORT PARKWAY
LAGRANGE, GA 30240

Phone: **706-298-2734** Fax: **706-298-5015**
www.adapttosolve.com
Acct Mgr: **Dean Richardson**

QUOTE 41255

Customer: **12006**
Date: **11/10/2023** Due: **11/10/2023**
Terms: **DUE UPON RECEIPT**
Quote Valid Through: 12/10/23

PO#/WO#: **NEED PO/LUMPR**
Contract:

Bill To:	**LUMPKIN COUNTY PARKS AND REC**	Job Location:	**LUMPKIN COUNTY PARKS AND REC**
	365 RILEY ROAD		**365 RILEY ROAD**
	DAHLONEGA, GA 30533		**DAHLONEGA, GA 30533**
		Contact:	
Contact:		Shipped Via:	F.O.B.:

Lumpkin County to provide network switch in MDF with poe power and all needed ports for all devices installed by ATS.

Lumpkin county to provide 17 AP devices that ATS will mount. ATS not responsible for programming or communications with AP's.

Dist/Item Code	Reference Description	Quantity	Unit Price	Amount
SV SUPP	**SUPPORT**			**159,912.05**
VRK_CF81-30E-HW	**39228 Outdoor Fisheye Camera, 512GB, 30 Days Max**	**13.0000**		
VRK_ACC-MNT-7	**38000 Verkada Angle Mount**	**13.0000**		
CB62-512E-HW	**114473 VERKADA CB62-E OUTDOOR BULLET CAMERA, 4K, ZOOM LENS, 512GB OF STORAGE, MAXIMUM 30 DAYS OF RETENTION**	**9.0000**		
CD52-256-HW	**54154 Verkada CD52 Indoor**	**13.0000**		
VRK_LIC-3Y	**37974 Verkada 3 Year Camera License**	**35.0000**		
TC_ePORT-MC	**30198 TELECOR**	**1.0000**		
TC_eCI-MA	**30199 TELECOR**	**1.0000**		
TC_e300-MA	**44477 TELECOR**	**1.0000**		
TC_SH20-SB	**30222 TELECOR**	**3.0000**		
TC_B25	**30221 TELECOR**	**3.0000**		
TC_S8T2570	**31493 TELECOR**	**3.0000**		
TC_STB-12	**27655 TELECOR SPEAKER/XFMR/BAFFLE ASSEMBLY (2X2 LAY-IN CEILING)**	**19.0000**		
A-15T	**45891 TELECOR Re-Entrant Horn Loudspeaker, 15 W**	**14.0000**		
TC_SI-125	**21950 TELECOR**	**1.0000**		
TC_SI-60	**30206 TELECOR**	**2.0000**		
TC_eSBM-TB	**30204 TELECOR**	**3.0000**		
ETH_EASYPOEBOX2	**146994 NEMA 4/4X Indoor/Out Outdoor rated hardened switches for pole camera locations**	**5.0000**		
ICC ICFOR102BK	**11064 FIBER OPTIC ENCLOSURE, BLACK RACK MOUNT HOLDS 2 PANELS, 2 SMALL OR 1 LG SPLICE TRAY**	**1.0000**		
ICC_ICFOPL16BG	**110280 12-Port Classic LC-LC Fiber-Optic LGX Compatible Adapter Panel with Aqua Multimode Adapters**	**4.0000**		
TLC_13098	**13742 6 Strand Single Mode Fiber indoor/outdoor Plenum**	**3750.0000**		
AFL_FUSE-LC9M50L	**62822 Fusion-Spliced, Field-Installable LC Connector, Multimode 50/125, 900 um OM3/OM4, Aqua - 6 PACK**	**10.0000**		

ADAPTTOSOLVE, INC

ADAPTIVE SOLUTIONS

111 AIRPORT PARKWAY
LAGRANGE, GA 30240

Phone: **706-298-2734** Fax: **706-298-5015**
www.adapttosolve.com
Acct Mgr: **Dean Richardson**

QUOTE 41255

Customer: **12006**
Date: **11/10/2023** Due: **11/10/2023**
Terms: **DUE UPON RECEIPT**
Quote Valid Through: 12/10/23

PO#/WO#: **NEED PO/LUMPR**
Contract:

Bill To:	**LUMPKIN COUNTY PARKS AND REC** **365 RILEY ROAD** **DAHLONEGA, GA 30533**	Job Location:	**LUMPKIN COUNTY PARKS AND REC** **365 RILEY ROAD** **DAHLONEGA, GA 30533**
		Contact:	
Contact:		Shipped Via:	F.O.B.:

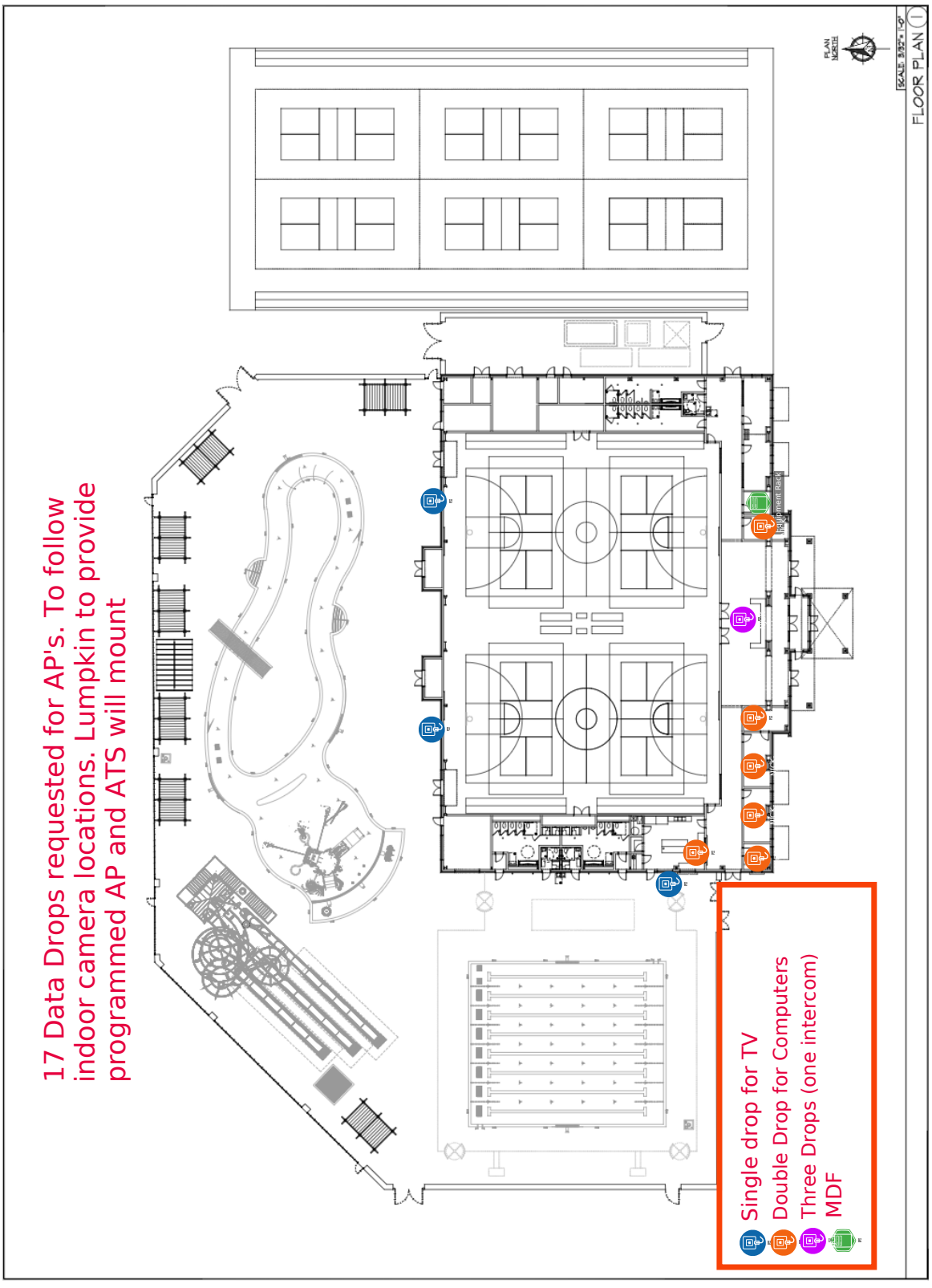
Dist/Item Code	Reference Description	Quantity	Unit Price	Amount
1LCLC6201M	**20765 M/M 62.5 DUPLEX LC LC JUMPER 1M**	**10.0000**		
CIS SG300-10SFP	**12598 SWITCH 10SFP LAYER 3 MANAGEABLE LIFETIME LTD WARRANTY**	**1.0000**		
CIS_SFP-1GB-SX	**15015 MERAKI CISCO® MA-SFP-1GB-SX COMPATIBLE TAA COMPLIANT 1000BASE-SX SFP TRANSCEIVER (MMF, 850NM, 550M, LC, DOM**	**12.0000**		
L-SV-GA-ENGR	**39252 GA STATE CONTRACT 99999-SPD0000172 ENGINEER LABOR Programming- as builts - close out drawings**	**50.0000**		
L-SV-SUBCONTRAC	**27631 SUBCONTRACT SERVICES All Wire,fiber ran and terminated. Installation of cameras. All head end. Extra cabling for access points, data drops, intercoms. Mount 17 programmed AP's.**	**1.0000**		
L-SV-PROGMGR	**113038 Project Manager**	**48.0000**		
PARTS	**11381 SMALL PARTS**	**1.0000**		
LIFT-SissorMonth	**30083 Includes Delivery/Pickup and Charges**	**1.0000**		
	GEORGIA SALES TAX GA-LMPKN X GOVT			

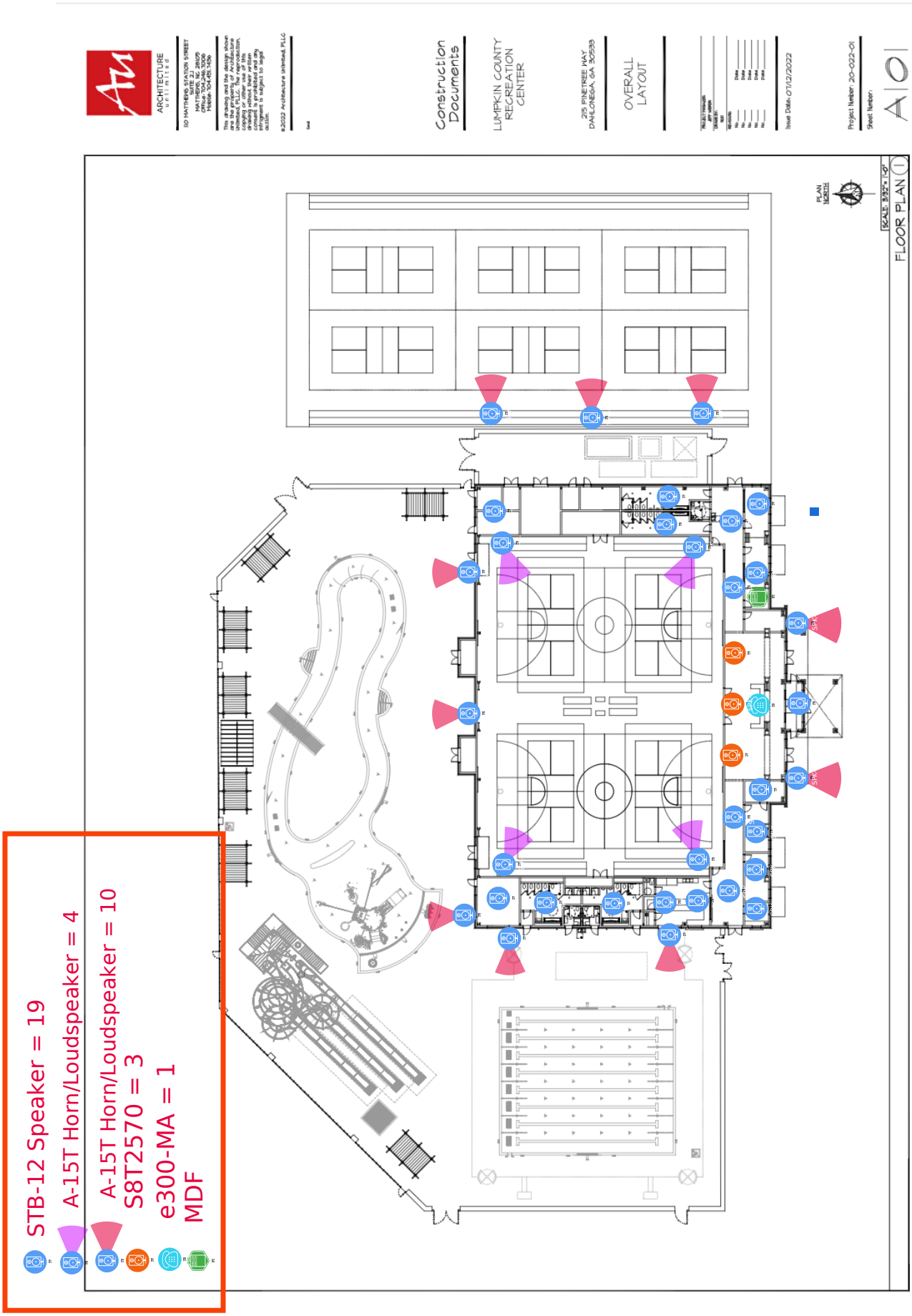
$159,912.05

lease Sign and Return to Proceed By: _____ Date: _____ PO#: _____

Recreation Center. Verkada. 13-fisheye, 13-dome, 9-4K bullet with 3 year license. Updated. No Access Control - Telecor Intercoms - Data Wiring -

Lumpkin County-Rec Cameras - November 10th, 2023


ARCHITECTURE unlimited
110 MATTHEWS STANTON STREET
SUITE 23
MATTHEWS, NC 28105
Phone: 704.821.1556
Mobile: 704.451.1456
Construction Documents
LUMPKIN COUNTY RECREATION CENTER
215 PINETREE HWY
DAHLONEGA, GA 30533
OVERALL LAYOUT
Issue Date: 07/27/2022
Project Number: 20-022-01
Sheet Number:
A101
FLOOR PLAN
SCALE: 3/32" = 1'-0"
PLAN NORTH
17 Data Drops requested for AP's. To follow indoor camera locations. Lumpkin to provide programmed AP and ATS will mount
Single drop for TV
Double Drop for Computers
Three Drops (one intercom)
MDF


ARCHITECTURE unlimited
Construction Documents
LUMPKIN COUNTY RECREATION CENTER
215 PINETREE HWY DAHLONEGA, GA 30533
OVERALL LAYOUT
FLOOR PLAN
STB-12 Speaker = 19
A-15T Horn/Loudspeaker = 4
A-15T Horn/Loudspeaker = 10
S8T2570 = 3
e300-MA = 1
MDF

Lumpkin County, Georgia

Finance

Date: November 21, 2023

Agenda Item: 2019 TSPLOST 2023 Work Plan Amendment *(Finance Director Abby Branan)*

Item Description: Request to amend the 2019 TSPLOST 2023 Work Plan

Facts & Historical Information:

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

11/08/23 Proposed Amendment:

The Board of Commissioner approved the landscape plan for the Pinetree Way roundabout in July 2023. Staff has worked through identifying vendors and obtaining quotes for plants, rocks, irrigation, lighting, and installation, which are outlined below:

Power to roundabout	$6,085–paid from Rec Center contingency
Rock, gravel, plants, lights	$7,411
Sod & installation of sod, rock, gravel, plants, lights	$8,440
Installation of lighting	$2,500

The total project will cost $24,436, with $6,085 paid from Rec Center contingency. The remaining $18,351 can be paid with TSPLOST funds as part of the construction of the roundabout.

Potential Courses Of Action:

A. Approve the amendment with sufficient funding for the Pinetree Way roundabout landscaping.
B. Make changes to the landscaping and approve the amendment.
C. Do not approve the amendment and do not landscape.

D. Approve funding of the landscaping with a different funding source.

Budget Impact: There are sufficient funds in the 2019 TSPLOST program to complete the landscaping project.

Staff Recommendation:

LUMPKIN COUNTY
2019 TSPLOST

2023 WORK PLAN
AS PROPOSED NOVEMBER 8, 2023

ROAD MAINTENANCE AND IMPROVEMENT TAX 2019 REFERENDUM STATEMENT

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

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

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

2019 TSPLOST PROJECTS

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

LUMPKIN COUNTY 2019 TSPLOST

• 2019 TSPLOST Referendum	$15,000,000
• Joint Project	$ 4,000,000
• Lumpkin County Share	$ 8,690,000
• City of Dahlonega Share	$ 2,310,000
• Program to Date Collections	$17,516,089
• Remaining Collections (estimated)	$ 0
• Pro-rata 2019 TSPLOST Collections	$17,516,089
• Joint Project	$ 4,000,000
• Lumpkin County Share	$10,677,710
• City of Dahlonega	$ 2,838,379

2019 TSPLOST EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR 5 (LUMPKIN CO. SHARE)

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1 (6 mo.)	2019	$ 1,170,532	Actual
YR2	2020	$ 2,437,269	Actual
YR3	2021	$ 2,927,116	Actual
YR4	2022	$ 3,349,901	Actual
YR5	2023	$ 792,892	Actual
YR6 (6 mo.)	2024	$ 0	Actual
TOTAL		$10,677,710	

2019 TSPLOST PROPOSED PROJECT BUDGETS

	Description	Budget as Adopted
A1	Joint Project	$4,000,000
B1	Roads & Bridges – Paving, Striping, Maintenance, Construction & Improvements	$6,844,300
B2	Road Maintenance Equipment	$1,845,700
Total Projected 2019 TSPLOST Program		$12,690,000

2019 TSPLOST PROGRAM – PROPOSED YR 5 – 2023 PROJECTS

Proposed Projects	Expended PTD	Encumbered	11.08.23 Requests	**2023 Approved**
A1 – Joint Project	751,779			
B1 – Roads & Bridges – Paving, Striping, Maintenance, Constructions & Improvements	7,027,266	3,707,062	0	665,000
B1 - 02.07.23 Request for additional paving	0	0	0	1,527,497
B1 – 07.11.23 Request for additional paving	0	0	0	100,000
B1 – 11.08.23 Request for additional paving	0	0	18,351	
B2 – Road Maintenance Equipment	1,082,198	55,567	0	48,000
B2 – 09.05.23 Request for additional equipment	0	0	0	55,000
Totals	**8,861,243**	**3,762,629**	**18,351**	**2,340,497**

Total LC Revenue - $13,837,710

Total Bond Closing Costs & Interest Expended - $358,529
Total Expended & Encumbered - $12,623,872
Total Requested (09.05.23) - $55,000-85,000

DISCUSSION

Lumpkin County, Georgia

Planning

Date: November 21, 2023

Agenda Item: Decision on Appeal for Planning Commission Denial for a Tiny Home

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

Lumpkin County, Georgia

CASE NO.

Planning Department

342 COURTHOUSE HILL, DAHLONEGA, GEORGIA 30533 (706) 864-6894 FAX: (706) 867-7272

VARIANCE REQUEST FORM

Requested Action

[ ] Front Setback Variance of _____ feet.

[✓] Side Setback Variance of ~~35~~ 40' feet.

[ ] Mobile Home Variance

[ ] Other

[ ] Rear Setback Variance of _____ feet.

[ ] Lot Size Variance of _____ acres.

[ ] Appeal of a Administrative Decision

description: SIDE SET BACK VARIANCE DUE TO TOPO & IRREGULAR LOT

Land Use/Development Regulation: CHAPTER 26-253 (A) AND ASSIGN (B)(2,5). BUILDING SETBACK LINES

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

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

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

- [✓] Size: _____
- [✓] Shape: _____
- [✓] Topography (if slope a factor, a topographic map must be included) _____
- [✓] Other: UTI

2) Describe why granting this request would not be a detriment to the public good: PLEASE SEE ATTACHED EXPLANATION

3) Describe why the variance would not oppose the intent of the Ordinance: PLEASE SEE ATTACHED EXPLANATION

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

CASE NO.

☐-APPROVED ☐-DENIED

☐-MAP AMENDMENT

DATE:

Lumpkin County, Georgia

Planning Department

342 COURTHOUSE HILL, SUITE A, DAHLONEGA, GEORGIA 30533 (706) 864-6894 FAX: (706) 867-7272

REQUIRED INFORMATION FOR ALL APPLICATIONS

Property Owners Name: Angie Rink and Mario Boles

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

Applicant's Name: Mario Boles and Angie Rink

Address: 615 Laurel Point E.

City: Dawsonville State: Georgia Zip Code: 30534 -

Phone: 678-361-3440

Description of Request:

See Attached Explanation

Existing Land Use: Residential

Proposed Land Use: Residential

Character Area: AP

Parcel No.: 035- 112

Property Size: 2.91 ac (s)

FOR MAP AMENDMENTS ONLY:

Requested amendment to Character Area Map
Designation of property:

Office Use Only
Land Use of Surrounding Properties:
North: RoS South: Res
West: Res East: Res

REQUIRED ATTACHMENTS

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

X PROOF OF PAID TAXES

CASE NO.

I, Mario E. Boles, BY SUBMITTAL OF THIS APPLICATION
(print name)
hereby request an amendment to the land use plan and / or the future land use map or a variance to specific provisions of the land use code and / or a variance from certain requirements of the subdivision regulations or from specific provisions of other Lumpkin County regulations as described within this application. By signature below I attest that all information provided within and submitted with this application is true and correct to the best of my knowledge.

Signature: Mario E Boles Date: 08AUG23

STATE OF GEORGIA
COUNTY OF LUMPKIN

The foregoing instrument was acknowledged before me this 8-8-2023 **by**
(date)

Mario Boles, **who is personally known to me or who has produced**
(Name of Person Acknowledging)

Drivers Licens **as identification and did (did not) take an oath.**
(Type of Identification)

DONNA TAYLOR NOTARY PUBLIC LUMPKIN COUNTY, GA

Donna Taylor **Notary Public, Commission No.** 2-27-24
(Signature)

Donna Taylor
(Name of Notary typed, printed or stamped)

NOTE:

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

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

ARTICLE XIII. VARIANCES

Sec. 26-353. Purpose.

The purpose of a variance is to provide relief when a strict application of this chapter would impose unusual practical difficulties or unnecessary physical hardships on the applicant. Practical difficulties and unnecessary hardship may result from the size, shape or dimensions of a site or the location of existing structure thereon; from geographic, topographic, or other conditions on the site or in the immediate vicinity. No variance shall be granted to allow the use of property for a purpose not authorized or in a manner not authorized by this chapter. No variance may be granted for a self-imposed hardship.

(Res. No. 2002-44, 12-1-2002; Res. No. 2005-60, 10-21-2005; Res. No. 2005-61, 10-21-2005; Res. No. 2007-44, 9-20-2007; Res. No. 2007-55, 11-15-2007; Res. No. 2009-50, § 1200, 7-16-2009)

Sec. 26-354. Conditions.

Reasonable conditions may be imposed in connection with a variance as deemed necessary to protect the best interest of the surrounding property or neighborhood, and otherwise secure the purpose and requirements of this article and this chapter. Guarantees and evidence may be required that such conditions will be and are being compiled with.

(1) The planning commission is responsible for considering and making decisions on requests for variances.

(2) The variance must specify which requirements are to be varied from. It must specify alternative standards and requirements to be met.

(Res. No. 2002-44, 12-1-2002; Res. No. 2005-60, 10-21-2005; Res. No. 2005-61, 10-21-2005; Res. No. 2007-44, 9-20-2007; Res. No. 2007-55, 11-15-2007; Res. No. 2009-50, § 1201, 7-16-2009)

Sec. 26-355. Criteria for granting.

(a) Variances may be granted only if, on the basis of the application, investigation, and evidence submitted by the applicant, all four of the following expressly written findings are made:

(1) A strict or literal interpretation and enforcement of the specified standard or requirement would result in practical difficulty or unnecessary hardship.

(2) These are exceptional or extraordinary circumstances or conditions applicable to the property involved or to be the intended use of the property which do not apply generally.

(3) The granting of the variance will not be detrimental to the public health, safety, or welfare.

(4) The granting of the variance would support general objectives contained within this chapter.

(b) Variances in accordance with this article should not ordinarily be granted if the special circumstances on which the applicant relies are a result of the actions of the applicant or owner or previous owners.

(Res. No. 2002-44, 12-1-2002; Res. No. 2005-60, 10-21-2005; Res. No. 2005-61, 10-21-2005; Res. No. 2007-44, 9-20-2007; Res. No. 2007-55, 11-15-2007; Res. No. 2009-50, § 1202, 7-16-2009)

Sec. 26-357. Procedures.

The following procedures apply to variances:

(1) The planning commission will review the completed application and any investigation reports at a public hearing.

(2) The planning commission shall determine whether the evidence supports a finding that the criteria have been met and will either approve, approve with conditions, or deny the application accordingly.

(3) Application for variance shall be filed with the planning commission on the form prescribed by the county, with all required information by any person with a legal interest in the property.

(Res. No. 2002-44, 12-1-2002; Res. No. 2005-60, 10-21-2005; Res. No. 2005-61, 10-21-2005; Res. No. 2007-44, 9-20-2007; Res. No. 2007-55, 11-15-2007; Res. No. 2009-50, § 1204, 7-16-2009)

Sec. 26-253. Building setback lines.

(a) All building setbacks are measured from any portion of the structure to the property line and/or the nearest edge of the right-of-way. Fences and retaining walls are not required to meet setbacks.

(b) The minimum building setbacks shall be as follows:

(1) Within a new or existing subdivision that received approval through the planning commission the front setback shall be 30 feet from any right-of-way and/or the front property line, all other setbacks shall be 20 feet unless different setbacks are specified elsewhere in these regulations or this chapter.

(2) Any lot within a class I or class II subdivision or on an individual lot, not a part of a subdivision, the front setback shall be a minimum of 50 feet, all other setbacks shall be 20 feet.

(3) All lots adjacent to a state route must have a minimum of a 50-foot setback from the right-of-way.

(4) Corner lots and lots with road frontage on more than one street shall meet the front yard setback for that lot from the structure to every right-of-way.

(5) There is a minimum ten-foot setback from all recorded easements except ingress/egress easements. Ingress/egress easements shall be treated as right-of-way for the purpose of setback requirements. Setbacks from ingress/egress easements may be reduced to less then 50 feet by the planning director with just reason.

(6) Electric transmission lines where easements are not definitely established shall have a minimum building setback of no less than 60 feet for lines of 69 kV or less and 80 feet for lines of 70 kV or more measured from the nearest wire or pole or ten feet from the easement line where an easement is established.

(Res. No. 2002-44, 12-1-2002; Res. No. 2005-60, 10-21-2005; Res. No. 2005-61, 10-21-2005; Res. No. 2007-44, 9-20-2007; Res. No. 2007-55, 11-15-2007; Res. No. 2009-50, § 805, 7-16-2009)

DETAILED DESCRIPTION OF REQUEST:

The subject of our variance request application is over a never developed, ingress/egress easement (river access road) between Lot 34 & Lot 35. This undeveloped ingress/egress road authorizes current and future owners of Lot 34 and Lot 35, according to two of our legal instruments (subdivision plat, and land survey), exclusive legal rights to develop & use approximately a 530' long x 20' wide road from private road Laurel Point E. down to the very edge (bank) of the Etowah River.

Both lots of the undeveloped river access road are protected designated State trout streams, not to mention that the road would encroach on the 50' undisturbed buffer.

The original subdivision land surveyor (Michael Stewart Kelley, Precision Land Services, 706-864-7295) explained to our attorney (Alfred Chang, The Law Office of Alfred Chang, 706-867-3103) that the undeveloped ingress/egress easement was incorrectly recorded as "For use of Lot 34 & 35 only." The original intent was for the easement to be an access road to the river for the entire subdivision residents.

Since the undeveloped ingress/egress was incorrectly recorded on our legal instruments, and no other resident has legal access to it, the undeveloped ingress/egress road serves no necessary purpose and is overkill.

Especially since Lot 34 and Lot 35 are riverfront properties and both owners have reasonable access to the Etowah River. Lot 34 has 284' of riverfront property, Lot 35 has 200' of riverfront property.

The ingress/egress easement has never been developed because there is no need of use to access the river for the owners of Lot 34 and Lot 35. The ingress/egress easement is not needed to access either of the lots dwelling because each lot has its own driveway to the dwelling.

Therefore, for the County to impose such extreme setback regulation on an unnecessary and undeveloped ingress/egress easement that could be legally deemed terminated by Georgia State law is unfair and unjust and would clearly impose significant hardship on us (Lot #34).

Lot 35 Owners Agreement

On our Laurels on the Etowah subdivision plat and covenants (Exhibit C), between Lot # 34 & Lot #35, a 20' ingress/egress road easement is identified (10' on each side of the lots).

The plat states that the use of this ingress/egress road easement is "For use of Lot 34 & 35 only." We own Lot 34. The Survivorship Warranty Deed (Exhibit B dated February 7th, 1997) for the current owners (Grantees) of Lot 35 states:

"The Grantee herein recognizes that any and all means of ingress and egress to the property conveyed hereby which is provided by the Grantor herein are considered by the Planning Commission of Lumpkin County and the Governing Body of Lumpkin County to be private ways not maintainable by said Governing Body.

Therefore, Grantee herein hereby agrees that he will be responsible for his share of the upkeep and maintenance of said private way, holding completely harmless the Governing Body of Lumpkin County from any necessity for such upkeep and maintenance."

Additional Information

Easement acquired by grant not lost unless clear and unequivocal intention to abandon. - An easement of way acquired by a grant will not be lost by a nonuse for any length of time, unless there is clear and unequivocal evidence of an intention to abandon it; when such nonuse is accompanied by acts manifesting a clear intent to abandon, which destroy the object for which the easement was created or the means of its enjoyment, an abandonment will take place. Tietjen v. Meldrim, 169 Ga. 678, 151 S.E. 349 (1930), later appeal, 172 Ga. 814, 159 S.E. 231 (1931).

An easement of way acquired by a grant, will not be lost by a nonuse for any length of time, unless there is a clear and unequivocal evidence of an intention to abandon it. Gilbert v. Reynolds, 233 Ga. 488, 212 S.E.2d 332 (1975).

Exhibit D and Exhibit E will illustrate the condition of an undeveloped piece of land that is a so-called "ingress/egress easement" standing on the road Laurel Point E. facing the Etowah River.

We literally needed machetes to cut through the woods. Slightly over half way down the property line, towards the river,

Exhibit F illustrates more undeveloped easement with approximately a 6' drop/slope that would require substantial grading with heavy equipment to create a usable ingress/egress road easement.

It would also require a comprehensive erosion plan because part of the undeveloped easement is within 200' of the Etowah River. The owners of Lot 35 would also need to remove large mature trees that run approximately 200 LF on their side of the easement.

As of today, the side of the easement on Lot 35 is 100% UNUSABLE by us AND the owners of Lot 35. In other words, NO ONE can use Lot 35's easement side of the easement for its designated and intentioned purpose of ingress/egress. WE CAN'T EVEN WALK on the majority of Lot 35's easement.

Furthermore, and as additional proof of unequivocal intention of abandonment and nonuse, on May 2022, the owners of Lot 35 continued to demonstrate & support their unequivocal & intentional abandonment of the easement by installing approximately 100 LF feet of a 6' tall wire fence right on our property line, splitting right down the middle of the ingress/egress easement and denying us our legal right and access to their 10' side of the ingress/egress easement.

As proof that the owners of Lot 35 are aware of the easement going down all the way to the river please refer to Exhibit G.

A text message from October 2022 between me and the owners of Lot 35. In the text Lot 35 acknowledges the ingress/egress easement to the river and writes that he will remove the fence but it was a lie and a game for them.

It's been over 9 months and they have not removed the fence. To eliminate any doubt that the owners of Lot 35 knew they were intentionally denying us our right to the easement, Exhibit H illustrates the owner of Lot 35 himself, after harassing the land surveyors, decides to sit down to "double check" that they identified the property lines correctly.

Moving Forward...

We are applying for a 40' variance for the build of our 400sf tiny home that we will live in while we complete our primary 2000 SF residence which we have secured a permit from Lumpkin County for both.

As with the tiny home, we are self-financing our primary residence and need time to build. The purchase of our land, the grading, tree removal, utilities, road and driveway improvements were paid in cash by us.

Funding and building our home will take considerable time as we have designed it ourselves and will have our own crews and sub-contractors contributing to the build. In short, our 2000 SF residence will be our forever home.

After the completion of our primary residence, the tiny home will remain in place and will likely be utilized by my elderly mother, adult children for weekend and/or holiday visits.

Permitted Tiny Home

Prior to applying & receiving the tiny home permit (June 2023) we were given specific instructions by the planning department to check with the health department and to check on the setbacks of which we did both. In regards to the setback, we called and were told the side setback was 20'. We proceeded forward in good faith under the direction of the planning department, and executed several steps.

We ordered, and paid for materials to be delivered (e.g. pressure treated lumber, windows, a 10' sliding glass door, LVL beams, siding and roof sheathing, galvanized hardware, etc).

We are in the remodeling business and made some changes to our existing client schedule to have our crew on-site and start building. We dug our footings and requested a footings inspection of which the county inspected and passed.

We poured approximately 10,000lbs of concrete in nine footings and erected nine 8x8 posts. We framed a 20'x20' floor of 2x12x'20's w/double rim joists, installed a triple 2x12x20' beam underneath the joists, and installed premium subfloor panels. We also covered the 400sf underneath the structure with riprap. In all we're over $20,000.00 thus far.

Although we're mindful that we're all susceptible to mistakes, the setback confirmation by the county in this case, we have been placed in a very undesirable position to say the least.

Variance Request

As a result of the setback breakdown, and the limited and viable options for the tiny home location, we are seeking relief in order for us to continue with our build and completion.

We are indeed faced with unnecessary hardship if we are required to adhere to the 20' setback ordinance. The monetary and time loss will adversely impact our livelihood, but even more dire is the inability to build our tiny home anywhere on our land.

The topographic survey attached (Exhibit I) illustrates and demonstrates that the only viable option to build the tiny home runs along the undeveloped ingress/egress easement side of the land.

The land is essentially the side of a steep hill with a long driveway running on the lower right side (the Lot #35 side). The driveway starts on Laurel Point E. and ends at the 50' buffer by the river.

Going down the driveway on the left is the bulk of the land, on the right is the lower side of the steep hill.

From the right side of our driveway to Lot # 35's property line is only a distance of approximately 50' on average. Our tiny home is literally on the edge of the driveway (Exhibit J).

We would have to build the tiny home literally on the driveway to accommodate the undeveloped easement.

As you review the land survey, you will see two separate large sections are occupied by existing and secondary septic lines. Another side of the hill has a grade above 40%, which when looking at it, resembles a cliff.

A separate section has a grade of 35-40% which is just as bad and currently fenced off and occupied by our three mountain dogs. The primary residence will occupy the only setback-free area of the available 2.91 acres. Keeping the tiny home where it currently is partially built is consistent with the intent of ordinance because it is not obstructing the right-of-way of the undeveloped easement.

Public safety is not so much a factor in this case as the undeveloped ingress/egress easement is for private use between Lot 34 & Lot 35 exclusively. Both Lot 34 & Lot 35 can walk safely through the woods.

We feel we're achieving substantial justice for several reasons:

a) we're not blocking/obstructing the undeveloped easement

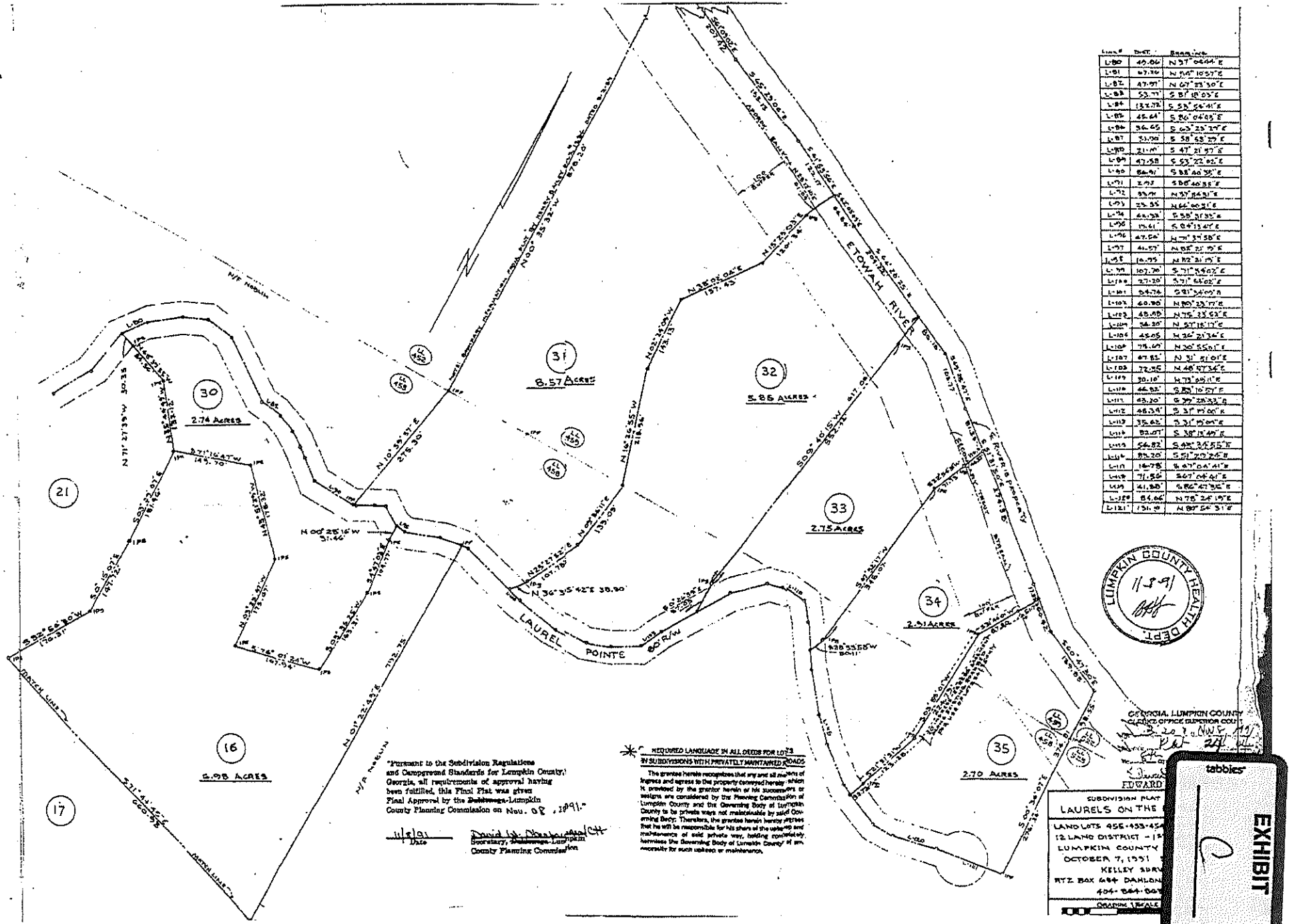
b) we're not encroaching not one inch onto the undeveloped easement

c) if said undeveloped easement is ever developed, the tiny home location will not impede future development.

d) the tiny home is of no physical detriment to Lot 35 and its owners

Thanking you in advance,

Mario & Angie Boles


ETOWAH RIVER
LAUREL POINTE 60' R/W
31
8.57 Acres
32
5.86 Acres
33
2.75 Acres
34
2.91 Acres
35
2.70 Acres
30
2.74 Acres
21
16
5.98 Acres
17
"Pursuant to the Subdivision Regulations and Campground Standards for Lumpkin County, Georgia, all requirements of approval having been fulfilled, this Final Plat was given Final Approval by the Dahlonega-Lumpkin County Planning Commission on Nov. 08, 1991."
11/8/91
Date
Secretary, Dahlonega-Lumpkin County Planning Commission
REQUIRED LANGUAGE IN ALL DEEDS FOR LOTS IN SUBDIVISIONS WITH PRIVATELY MAINTAINED ROADS
The grantee herein recognizes that any and all maters of ingress and egress to the property conveyed hereby which is provided by the grantor herein or his successors or assigns are considered by the Planning Commission of Lumpkin County and the Governing Body of Lumpkin County to be private ways not maintainable by said Governing Body. Therefore, the grantee herein hereby agrees that he will be responsible for his share of the upkeep and maintenance of said private way, holding complete ely harmless the Governing Body of Lumpkin County of any necessity for such upkeep or maintenance.
LUMPKIN COUNTY HEALTH DEPT.
11-8-91
SUBDIVISION PLAT
LAURELS ON THE
LAND LOTS 455-453-454
12 LAND DISTRICT - 1
LUMPKIN COUNTY
OCTOBER 7, 1991
KELLEY SURV
RT2 BOX 484 DAHLON
404-864-5
EXHIBIT

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ABBREVIATION LEGEND:

AE	= access easement
CB	= catch basin
CL	= centerline
CMF	= concrete monument found
CMP	= corrugated metal pipe
CO	= clean out
CT	= crimp top pipe
CP	= communication pedestal
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IPS	= iron pin set
JB	= junction box
INV	= invert
L.L.L.	= land lot line
LP	= light pole
MH	= manhole (sanitary sewer)
OCS	= outlet control structure
OT	= open top pipe
PI	= pedestal inlet
PL	= property line
POL	= point on line
PP	= power pole
RB	= reinforcing bar
RCP	= reinforced concrete pipe
RW	= right-of-way
SSE	= sanitary sewer easement
SWCB	= single wing catch basin
TSP	= traffic signal pole
TSB	= traffic signal box
TP	= telephone pole
TSP	= traffic signal pole
WM	= water meter
WV	= water valve
YI	= yard inlet

PERMANENT PRIMARY RESIDENCE

SYMBOL LEGEND:

- double wing catch basin
- fire hydrant
- guy wire
- light pole
- power pole
- sanitary sewer manhole
- clean out
- transformer
- water meter
- single wing catch basin
- grate inlet
- junction box
- head wall
- buffer
- bldg setback
- fence
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- gas line
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REFERENCES:

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3. Declaration of Protective and Restrictive Covenants, Grant of Easement and Road Maintenance Agreement for the Laurels on the Etowah recorded in Deed Book L10, Page 96.

SURVEY NOTES:

1. Certain interior improvements may not be shown hereon, i.e. fence lines, guy wires, etc.
2. Matters of record not shown hereon are excepted.
3. Bearing basis derived from 2 control points set with Leica GS14 GPS System and SmartNet network
4. Measurements shown are US Survey Feet (ground).
5. Field angles and linear distances measured using a Topcon PS-103A or Leica TS 12P Robotic Total Station.
6. The field data upon which this plat is based has a field closure of one foot in 34,760 feet and an angular error of 4 seconds per angle point and was adjusted using Compass Rule. Fieldwork Completed on 9/20/20.
7. Property corners marked IPS (Iron Pin Set) are 1/2" x 18" rebar with blue plastic cap (E303 LSF #1121) unless otherwise indicated. Unless indicated as set, monumentation shown was found.
8. No evidence of human burials or cemeteries was observed on site during the course of the fieldwork.
9. Riparian boundaries subject to change due to natural forces and may not represent the actual limit of title.
10. This plat has been calculated for closure and is found to be accurate within one foot in 89,545 feet.

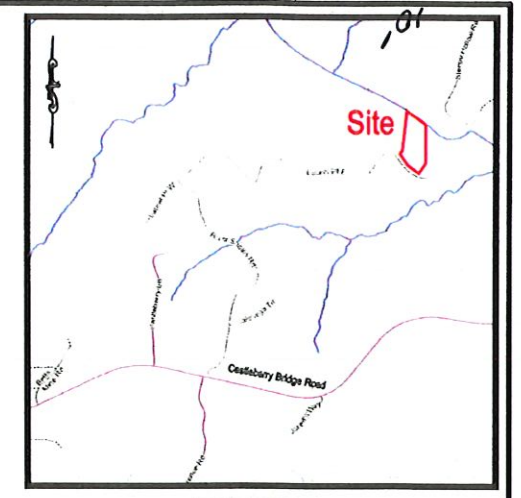
Grid (GA West)

ENVIRONMENTAL NOTES:

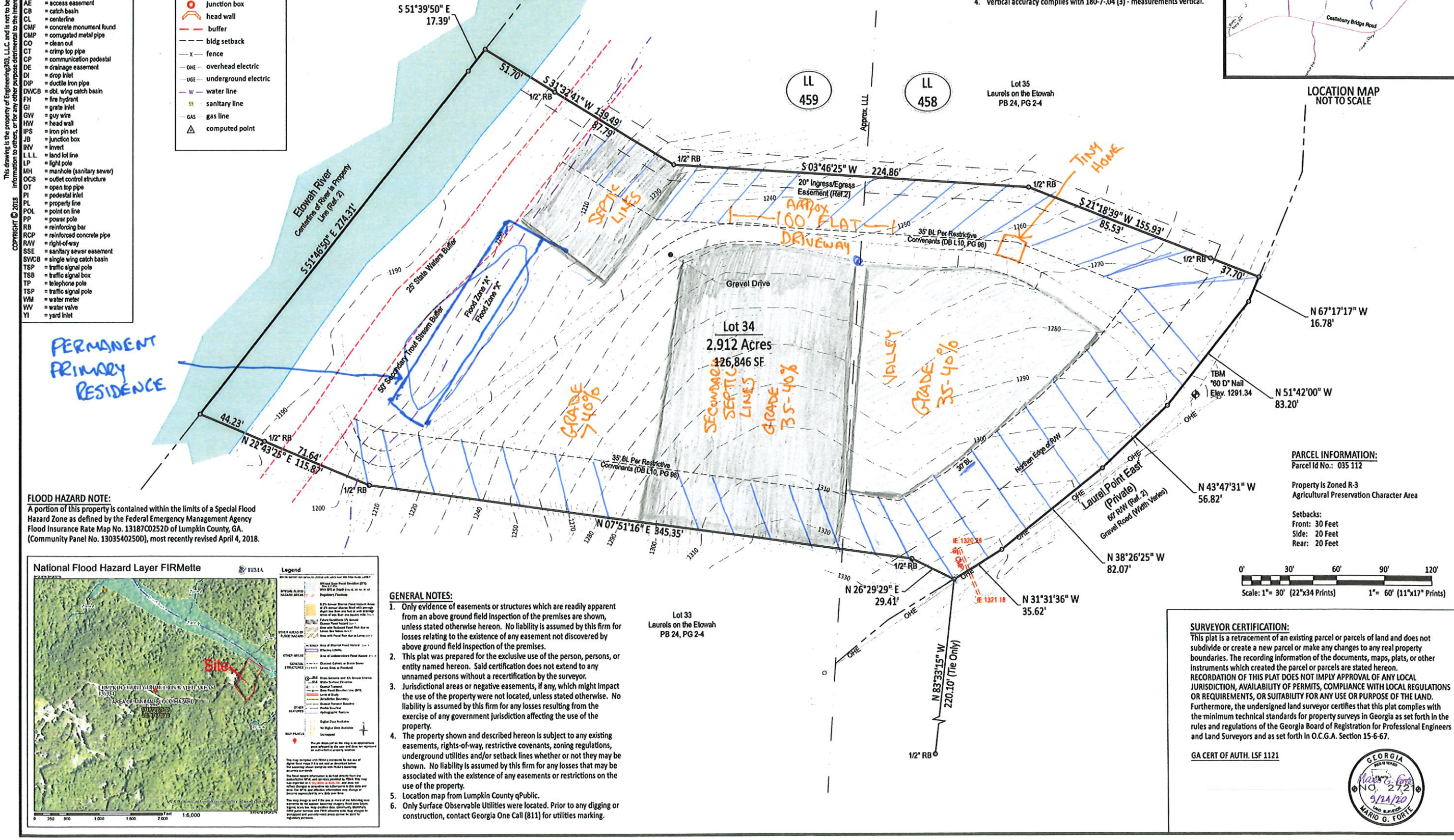
1. Stream Buffers shown as required by The State of Georgia.
2. No attempt was made by this firm to determine presence of wetlands.

TOPOGRAPHIC SURVEY NOTES:

1. Vertical Datum is NAVD 88(2012B) based on network-based RTK GPS solution using a Leica GS14 GPS System and SmartNet network. Bearing basis and elevation derived from 2 control points. All other work performed with methods described below.
2. Contours displayed at a 2-foot interval.
3. Measurements shown are US Survey Feet (ground).
4. Vertical accuracy complies with 180-7-.04 (3) - measurements vertical.



LOCATION MAP
NOT TO SCALE



FLOOD HAZARD NOTE:

A portion of this property is contained within the limits of a Special Flood Hazard Zone as defined by the Federal Emergency Management Agency Flood Insurance Rate Map No. 13187C0252D of Lumpkin County, GA. (Community Panel No. 13035402500), most recently revised April 4, 2018.

GENERAL NOTES:

1. Only evidence of easements or structures which are readily apparent from an above ground field inspection of the premises are shown, unless stated otherwise hereon. No liability is assumed by this firm for losses relating to the existence of any easement not discovered by above ground field inspection of the premises.
2. This plat was prepared for the exclusive use of the person, persons, or entity named hereon. Said certification does not extend to any unnamed persons without a recertification by the surveyor.
3. Jurisdictional areas or negative easements, if any, which might impact the use of the property were not located, unless stated otherwise. No liability is assumed by this firm for any losses resulting from the exercise of any government jurisdiction affecting the use of the property.
4. The property shown and described hereon is subject to any existing easements, rights-of-way, restrictive covenants, zoning regulations, underground utilities and/or setback lines whether or not they may be shown. No liability is assumed by this firm for any losses that may be associated with the existence of any easements or restrictions on the use of the property.
5. Location map from Lumpkin County qPublic.
6. Only Surface Observable Utilities were located. Prior to any digging or construction, contact Georgia One Call (811) for utilities marking.

Lot 33
Laurels on the Etowah
PB 24, PG 2-4

PARCEL INFORMATION:

Parcel Id No.: 035 112

Property is Zoned R-3
Agricultural Preservation Character Area

Setbacks:
Front: 30 Feet
Side: 20 Feet
Rear: 20 Feet

0' 30' 60' 90' 120'
Scale: 1"= 30' (22"x34 Prints) 1"= 60' (11"x17" Prints)

SURVEYOR CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.

GA CERT OF AUTH. LSF 1121

GEORGIA
NO. 2721
3/24/20
LAND SURVEYOR
MARIO G. FORTE

Engineering 303
Civil Engineering, Land Surveying, Stream and Wetland Restoration
108 Allen Street Cumming, Georgia 30040
Phone: 770-442-0500 www.engineering303.com
GA Cert. of Auth. LSF 1121

Boundary and Topographic Survey of:
Parcel Number 035 112, Lot 34 of the Laurels on the Etowah
Mario Boles
UNINCORPORATED
12th District, 1st Section
Lumpkin County, Georgia
Land Lot 458 & 459

Drawn: KFT
Date: 9/24/20
Sheet
1 of 1
Project Number
20-4721

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- gas line
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8. No evidence of human burials or cemeteries was observed on site during the course of the fieldwork.
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10. This plat has been calculated for closure and is found to be accurate within one foot in 89,545 feet.

Grid (GA West)

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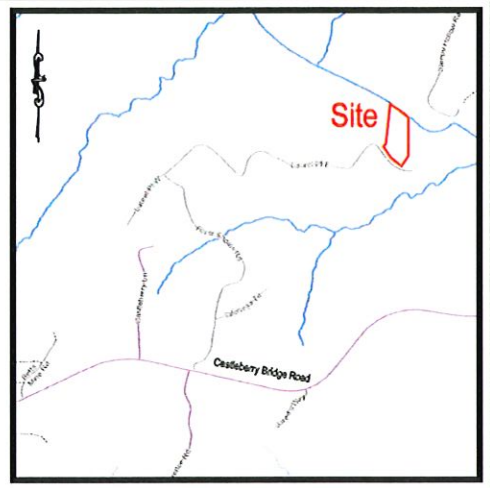
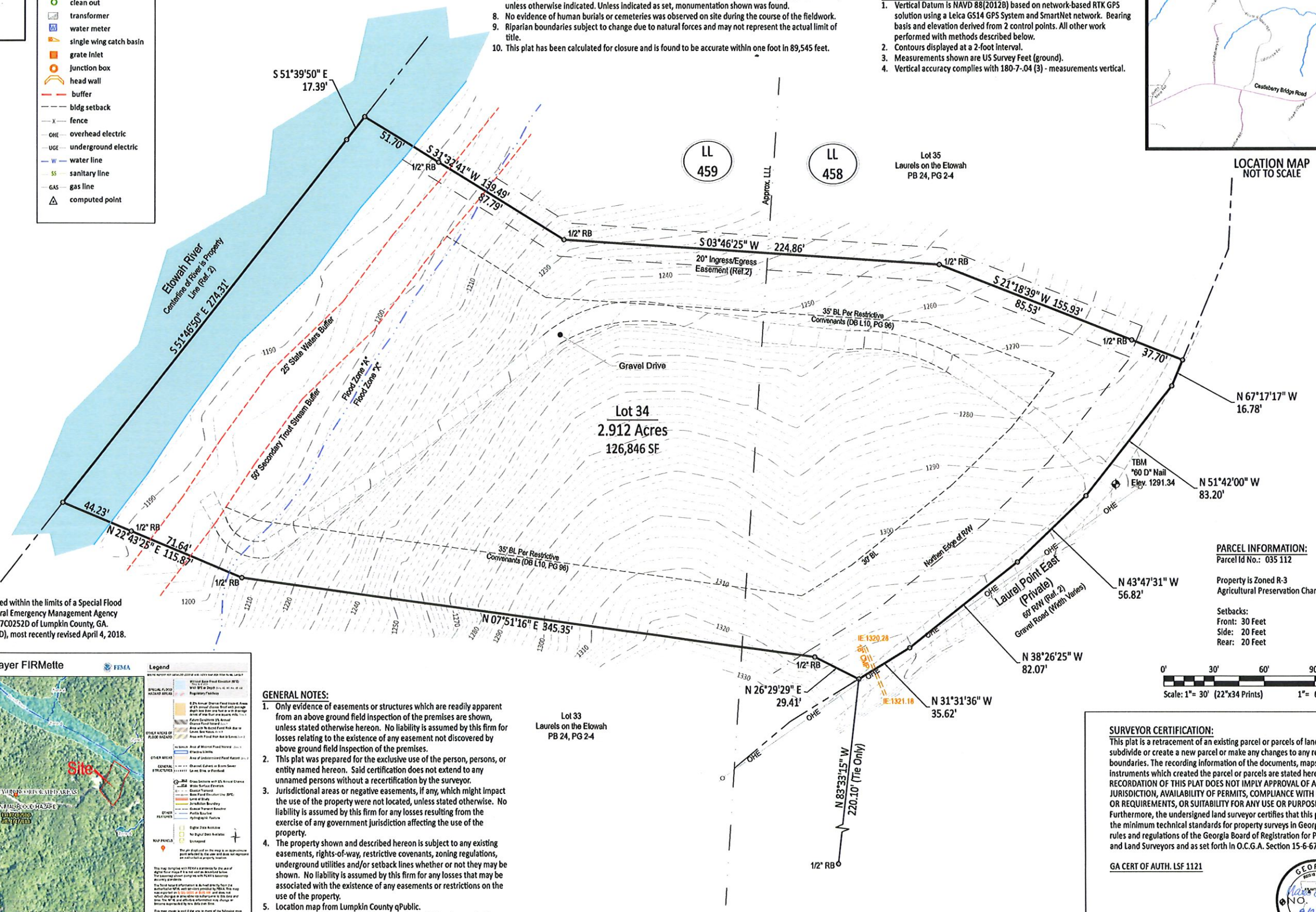
2. No attempt was made by this firm to determine presence of wetlands.

TOPOGRAPHIC SURVEY NOTES:

1. Vertical Datum is NAVD 88(2012B) based on network-based RTK GPS solution using a Leica GS14 GPS System and SmartNet network. Bearing basis and elevation derived from 2 control points. All other work performed with methods described below.
2. Contours displayed at a 2-foot interval.
3. Measurements shown are US Survey Feet (ground).
4. Vertical accuracy complies with 180-7-.04 (3) - measurements vertical.

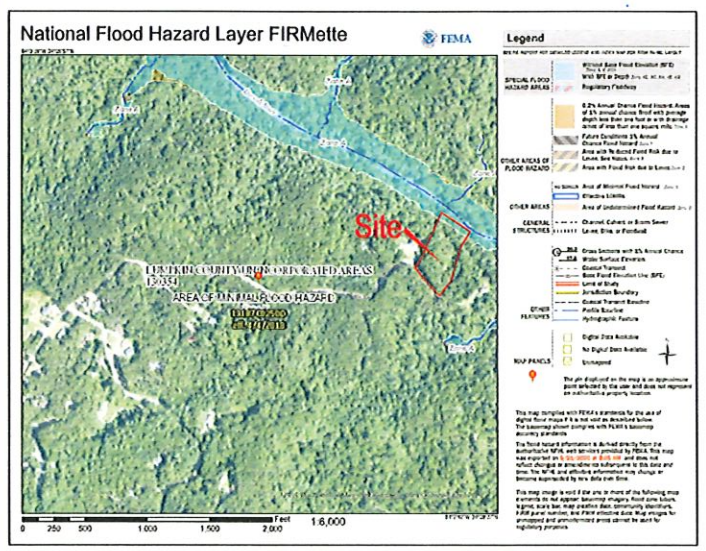


LOCATION MAP
NOT TO SCALE



FLOOD HAZARD NOTE:

A portion of this property is contained within the limits of a Special Flood Hazard Zone as defined by the Federal Emergency Management Agency Flood Insurance Rate Map No. 13187C0252D of Lumpkin County, GA. (Community Panel No. 1303540250D), most recently revised April 4, 2018.



GENERAL NOTES:

1. Only evidence of easements or structures which are readily apparent from an above ground field inspection of the premises are shown, unless stated otherwise hereon. No liability is assumed by this firm for losses relating to the existence of any easement not discovered by above ground field inspection of the premises.
2. This plat was prepared for the exclusive use of the person, persons, or entity named hereon. Said certification does not extend to any unnamed persons without a recertification by the surveyor.
3. Jurisdictional areas or negative easements, if any, which might impact the use of the property were not located, unless stated otherwise. No liability is assumed by this firm for any losses resulting from the exercise of any government jurisdiction affecting the use of the property.
4. The property shown and described hereon is subject to any existing easements, rights-of-way, restrictive covenants, zoning regulations, underground utilities and/or setback lines whether or not they may be shown. No liability is assumed by this firm for any losses that may be associated with the existence of any easements or restrictions on the use of the property.
5. Location map from Lumpkin County qPublic.
6. Only Surface Observable Utilities were located. Prior to any digging or construction, contact Georgia One Call (811) for utilities marking.

PARCEL INFORMATION:

Parcel Id No.: 035 112

Property is Zoned R-3
Agricultural Preservation Character Area

Setbacks:
Front: 30 Feet
Side: 20 Feet
Rear: 20 Feet

0' 30' 60' 90' 120'
Scale: 1"= 30' (22"x34 Prints) 1"= 60' (11"x17" Prints)

SURVEYOR CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.

GA CERT OF AUTH. LSF 1121

GEORGIA REGISTERED NO. 2721 5/24/20 LAND SURVEYOR MARIO G. FORTE

engineering E303

Boundary and Topographic Survey of:
Parcel Number 035 112, Lot 34 of the Laurels on the Etowah
Mario Boles
UNINCORPORATED
12th District, 1st Section
Lumpkin County, Georgia
Land Lot 458 & 459

GA Cert. of Auth. LSF 1121

Civil Engineering, Land Surveying, Stream and Wetland Restoration
108 Allen Street Cumming, Georgia 30040
Phone: 770-442-0500 www.engineering303.com

Drawn: KFT
Date: 9/24/20
Sheet: 1 of 1
Project Number: 20-4721

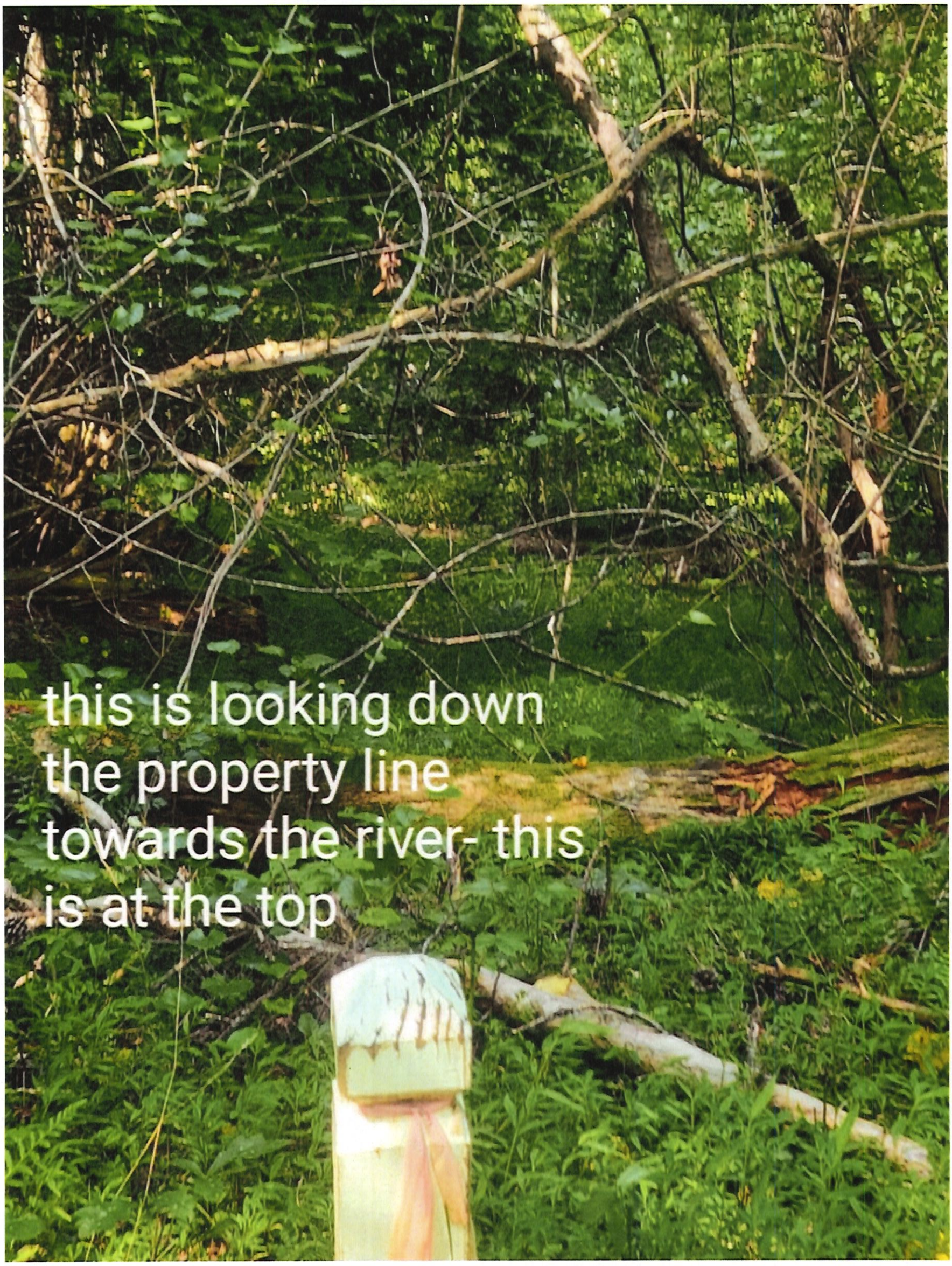
EDGE of
DRIVEWAY

EXHIBIT D

PICTURE TAKEN JULY 2020

EXHIBIT E

FACING ETOWAH RIVER



PICTURE TAKEN JULY 2020
LAUREL POINT E.

Picture Taken August 2023

Exhibit F

EXHIBIT G.

10:12 70° 96%

Deanne, Jeff

Good morning, according to the property pins your fence is on our property or are you wanting to do away w/the easement?

10:22 AM • MMS

Wednesday, Oct 26 • 12:02 PM

Jeff (Land Neighbor)

My apologies, you are right. The easement does go all the way to the river. I will move my fence.

Text message

EXHIBIT H

LAND SURVEYOR

HIS FENCE IS IN THE MIDDLE OF THE EASMENT

PICTURE TAKEN MAY 2023

Lumpkin County, GA

Summary

Parcel Number	035 112
Location Address	LAUREL POINT EAST
Legal Description	LAURELS ON THE ETOWAH S/D #34 LL 458 LD 12-1 (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Character Area	Agricultural Preservation
Tax District	County (District 01)
Millage Rate	24.757
Acres	2.91
Neighborhood	LAURELS ON ETOWAH (00091)
Homestead Exemption	No (S0)
Landlot/District	458 / 12

View Map

Map

Owner

RINK ANGIE & BOLES MARIO
PO BOX 313
452 HWY 53 E
DAWSONVILLE, GA 30534

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	LAURELS ON ETOWAH	Acres	126,760	0	0	2.91	0

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Shed Good	2022	10x20 / 0	1	$1,940
Deck Wood-Elevated	2022	18x18 / 0	1	$2,860

Permits

Permit Date	Permit Number	Type	Description
06/07/2023	16577	SINGLE FAMILY	
07/22/2022	15941	SINGLE FAMILY	LOT 34

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
9/8/2020	1481 409	24 2	$84,000	Land Market	TRANTHAM SCOTT W	RINK ANGIE & BOLES MARIO
10/8/2013	1260 683	24 2	$70,000	Land Market	HAMLIN ALICE M	TRANTHAM SCOTT W
10/8/2013	1260 681		$0	Legal	HAMLIN ROBERT F	HAMLIN ALICE M
12/20/1991	O10 289	24 2	$18,700	Land Market		HAMLIN F ROBERT

Area Sales Report

Sale date range:

From:

08/10/2020

To:

08/10/2023

Sales by Neighborhood

Sales by Area

1500

Feet

Sales by Distance

Valuation

		2023	2022	2021	2020	2019	2018
	Previous Value	$64,380	$64,380	$64,380	$64,380	$64,380	$64,380
	Land Value	$64,380	$64,380	$64,380	$64,380	$64,380	$64,380
+	Improvement Value	$0	$0	$0	$0	$0	$0
+	Accessory Value	$4,800	$0	$0	$0	$0	$0
=	**Current Value**	**$69,180**	**$64,380**	**$64,380**	**$64,380**	**$64,380**	**$64,380**

Tax Collector

Tax Collector Website

Photos

Return to:
Coats & Cordle Attorneys at Law, Inc
12419 Veterans Memorial Hwy Douglasville, GA 30134 Ph 770-577-7155
File # RC200427

DOC# 005351
FILED IN OFF
11/10/2020
BK:1481 PG:
RITA HARKINS
CLERK OF COU
LUMPKIN COUNTY

EXHIBIT
tabbies
A

STATE OF GEORGIA
COUNTY OF DOUGLAS

REAL ESTATE TRANSFER
TAX PAID: $84.00

PT-61 093-2020-002171

LIMITED WARRANTY DEED

THIS INDENTURE, made on **September 8th, 2020**, between

SCOTT W. TRANTHAM,

(hereinafter referred to as "Grantor") and

ANGIE RINK and MARIO BOLES,
as Joint Tenants with Rights of Survivorship

(hereinafter referred to as "Grantee"), the words "Grantor" and "Grantee" to include the heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits; WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 458 AND 459, 12TH DISTRICT, 1ST SECTION, LUMPKIN COUNTY, GEORGIA AND BEING FULLY DESCRIBED BY PLAT PREPARED BY MICHAEL STEWART KELLEY, GEORGIA REGISTERED LAND SURVEYOR, DATED NOVEMBER 6, 1991; AND AS PER PLAT, THE PROPERTY CONTAINS 2.91 ACRES, MORE OR LESS, BEING LOT 34 OF LAURELS ON THE ETOWAH. THE SUBJECT PLAT BEING OF RECORD IN PLAT BOOK 24, PAGES 2-4, LUMPKINS COUNTY RECORDS SAID PLAT IS HEREBY INCORPORATED BY REFERENCE

THIS CONVEYANCE IS MADE SUBJECT TO THAT CERTAIN DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS, GRANT OF EASEMENT AND ROAD MAINTENANCE AGREEMENT FOR THE LAURELS ON THE ETOWAH AS RECORDED IN DEED BOOK L-10, PAGES 96-102, LUMPKIN COUNTY RECORDS.

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO EASEMENTS FOR PUBLIC ROADS AND UTILITIES NOW IN USE

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO ANY EASEMENTS OF RECORDS OR EASEMENTS LOCATED ON THE PROPERTY ABOVE DESCRIBED.

Tax ID#: 035-112

Subject to any Easements or Restrictions of Record
This Deed is given subject to all easements and restrictions of record.

TOGETHER WITH all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining (hereinafter collectively referred to as the "Premises")

TO HAVE AND TO HOLD the Premises, subject to the Exceptions, to the only proper use, benefit and behoof of Grantee, forever, in FEE SIMPLE, and Grantor will, subject to the Exceptions, warrant and forever defend the right and title to the Premises unto Grantee against the claims of all person claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal, as of the date first above written.

Signed, sealed, and delivered
in the presence of:

Witness

SCOTT W. TRANTHAM (Seal)

Notary Public 12-8-20
Commission expires:

LESLIE WILLIAMS NOTARY PUBLIC HOUSTON COUNTY, GA EXP. DEC. 8, 2020

EXHIBIT
B

970864 000061

RETURN TO: ANGELA GRANT CLARK
3738 S. CHESTATEE, STE. D
DAHLONEGA, GA 30533

SURVIVORSHIP WARRANTY DEED

GEORGIA, LUMPKIN COUNTY
REAL ESTATE TRANSFER TAX
PAID $ 12.50
DATE 2-17-97
EDWARD E. TUCKER
CLERK OF SUPERIOR COURT

STATE OF GEORGIA
COUNTY OF LUMPKIN

THIS INDENTURE, made this 17th day of February in the Year of Our Lord One Thousand Nine Hundred and Ninety Seven between **Norman Adams, Tony Anderson, Z.V. Major, and William W. Woody** of the State of Georgia and County of Lumpkin of the First Part, and **Jeffry L. McWaters and Joy Deanne Freeman** of the State of Georgia and County of Lumpkin of the Second Part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargains, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part as tenants in common, for and during their joint lives, and , upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land lying and being in Land Lots 458 and 459 of the 12th District and 1st Section of Lumpkin County, Georgia, consisting of 2.70 acres, more or less, and being more particularly set out as Lot 35, Laurels on the Etowah Subdivision , plat of survey dated October 7, 1991, revised November 6, 1991, and prepared by Michael Stewart Kelly, Georgia registered land surveyor. This plat is recorded in Plat. Book 24, Page 2-4, Lumpkin County Records, and is by reference incorporated herein for a more detailed description.

This property is conveyed subject to a certain Declaration of Protective and Restrictive Covenants, Grant of Easement and Road Maintenance Agreement for the Laurels on the Etowah Subdivision dated November 7, 1991, and recorded in Deed Book L-10, Pages 96-102, Lumpkin County Records.

The Grantee herein recognizes that any and all means of ingress and egress to the property conveyed hereby which is provided by the Grantor herein are considered by the Planning Commission of Lumpkin County and the Governing Body of Lumpkin County to be private ways not maintainable by said Governing Body. Therefore, Grantee herein hereby agrees that he will be responsible for his share of the upkeep and maintenance of said private way, holding completely harmless the Governing Body of Lumpkin County from any necessity for such upkeep and maintenance.

This property is conveyed subject to all easements in use or of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee

000062

simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID party of the first part, for their heirs, executors, and administrators, will warranty and forever defend the right and title to the above described property, unto the said parties of the second part, as hereinabove provided, against the claims of all person whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set hand and seal, this 7th day of February, 1997.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Norman Adams (SEAL)

Notary Public
State of Georgia
MY COMMISSION EXPIRES OCT. 19, 1999

Unofficial Witness

Tony Anderson (SEAL)

Notary Public
State of Georgia
MY COMMISSION EXPIRES OCT. 19, 1999

Unofficial Witness

Z.V. Major (SEAL)

Notary Public
State of Georgia
MY COMMISSION EXPIRES OCT. 19, 1999

Unofficial Witness

William W. Woody (SEAL)

Notary Public
State of Georgia
MY COMMISSION EXPIRES OCT. 19, 1999

GEORGIA, LUMPKIN COUNTY
CLERK'S OFFICE SUPERIOR COURT
Rec'd 12:00 P 2-17-97
Recorded in Deed Book D17 Page 61-62
This 17th day of Feb, 1997
Edward E. Tucker
EDWARD E. TUCKER, CLERK

2022 Property Tax Statement

Bill No.	Due Date	TOTAL DUE
2022-13342		.00

153

Mike Young
Lumpkin County Tax Commissioner
99 COURT HOUSE HILL, SUITE E
DAHLONEGA, GA 30533

Map : 035 112
Last payment made on: 12/08/2022
Printed: 08/10/2023
Location: LAUREL POINT EAST

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Lumpkin County Tax Commissioner

Dear Taxpayer:

Thank You for the Honor of being your current Tax Commissioner of Lumpkin County. Our office looks forward to serving you.

Mike Young
Tax Commissioner

Please note the due date!

Please visit our website at www.lumpkincountytax.com to pay online.

*

RINK ANGIE & BOLES MARIO
PO BOX 313
452 HWY 53 E
DAWSONVILLE, GA 30534

RETURN THIS PORTION WITH PAYMENT
(Interest will be added per month if not paid by due date)

Mike Young
Lumpkin County Tax Commissioner
99 COURT HOUSE HILL, SUITE E
DAHLONEGA, GA 30533

Tax Payer: RINK ANGIE & BOLES MARIO
Map Code: 035 112 REAL
Description: LAURELS ON THE ETOWAH S/D #34
Location: LAUREL POINT EAST
Bill No: 2022-13342
District: 001 LUMPKIN CO UNINCORP.

Phone: (706) 864-2666 Fax: (706) 867-6010

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date		Payment Good Through	Exemptions
0	64,380	2.9100	64,380					

Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	64,380	25,752		25,752	.0000			.00
COUNTY M&O	64,380	25,752		25,752	14.2890	367.97		241.79
SALES TAX CREDIT				25,752	-3.0080		-77.46	
INSURANCE PREMIUM CREDIT				25,752	-1.8920		-48.72	
COUNTY SCHOOL M&O	64,380	25,752		25,752	14.7100	378.81		378.81
PLANNING DEPARTMENT	64,380	25,752		25,752	.4520	11.64		11.64
RESERVOIR	64,380	25,752		25,752	.2060	5.30		5.30
TOTALS					24.7570	763.72	-126.18	637.54

This gradual reduction and elimination of the state property tax millage rate is the result of property tax relief passed by the Governor and the House of Representatives and the Georgia State Senate.

Each resident of Lumpkin County is eligible for a Homestead exemption on the property they own and occupy as their permanent residence on January 1st of the taxable year. Homestead exemption applications are accepted year round by the Tax Assessors office, however your application must be made before April 1st to apply for the taxable year. All returns are filed with the Lumpkin County Tax Assessors office between January 1st and April 1st of the taxable year. For questions about your homestead exemption or filing a tax return, you may reach the Tax Assessors office at (706)864-2433.

Current Due	637.54
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	637.54
Back taxes	0.00
TOTAL DUE	.00

Printed: 08/10/2023

Transaction Receipt

Merchant:	Lumpkin County Planning - (Dahlonega, GA)
Date/Time:	08/10/2023 10:47:01 AM EDT
Transaction ID:	8614500072
Transaction Type:	Card Sale
Entry Method:	Keyed
Amount:	$255.00

Credit Card Information

CC Type:	Mastercard
CC Number:	**********5147
Auth. Code:	114773
Processor:	LUMPKIN COUNTY PLANNING

Billing Information

US

Shipping Information

US

Order Information

Order ID:	Boles Variance

LUMPKIN COUNTY
Planning Commission
Planning Commission Agenda
Kelley Building Conference Room
342 Courthouse Hill
Dahlonega, GA 30533

September 11, 2023
5:30 PM

CALL TO ORDER

Barbara Bosanko called the meeting to order at 5:30pm. Barbara Bosanko acknowledged it was September 11th and asked to take a moment of silence for those that were involved in or effected by the tragedy.

CONSIDERATION OF AGENDA

Barbara Bosanko asked if there was a motion to approve the agenda. David Woodward made a motion to approve the agenda. Chris Adams second the motion. The motion was passed unanimously.

NEW BUSINESS

Barbara Bosanko asked if there were any nominations for Vice Chair. Robin Hall made a motion to nominate David Woodward. Chris second the motion. The motion was passed unanimously. Barbara Bosanko asked if there was a recommendation for Chair. Staff explained that they had asked the Planning Commission for a slate of officers, and that all three members that were present [Robin Hall, Chris Adams and David Woodward] stated that they would volunteer to serve as Vice Chairman. Staff also explained that there were no other nominations for Chair. Barbara Bosanko asked if there was a motion to nominate herself as Chair. David Woodward made a motion to nominate Barbara Bosanko. Chris Adams second the motion. The motion was passed unanimously.

CONSIDERATION OF MINUTES

Barbara Bosanko asked if there was a motion to approve the August 14, 2023 Planning Commission meeting minutes. Robin Hall made a motion to approve. Chris Adams second the motion. The motion was passed unanimously.

APPROVALS

- Request for approval per Chapter 26 sec. 26-68 (2) to subdivide two parcels that were created as an exempt divide located off Ridge Point Dr., Tax Parcels 114 047 and 114 046, and is in Agricultural Preservation.

Staff explained that the applicant did 3 exempt divides last march. Planning staff received an updated survey moving the line dividing two of the exempt divides south, going from two six acre lots to one 8.5 acre lot to the north, and one 3.6 acre lot to the south. Tonight the applicant is applying for planning commission approval to do a minor subdivide on the 8.5 acre lot and on the 3.6 acre lot. Any further division of exempt divides are required to gain planning commission approval. The applicant was not present at the meeting, however, his partner was present to

take the podium. The applicant's representative explained that they are requesting the additional divides because they had made a decision to build four cabins instead of two. Barbara Bosanko asked if he had the Bison yet, and the applicant's representative said no, the Bison aren't in yet. Staff asked the Planning Commission to refer to the screen in order to understand the chain of events that had already taken place with the exempt divide. Staff pointed out the original dividing line between the two 6 acre lots that had moved south, and the two new proposed divides. Barbara Bosanko asked where the venue is, and the applicant's representative said it wasn't on the plat that was being shown on the screen, and that it was off of a private road that goes through the property. David Woodward asked if the parcels were in Agricultural Preservation, and the applicant's representative said yes. David Woodward said this is an attempt to put it [the parcel] into residential, and the applicant's representative said that was a correct statement. Robin Hall summarized that the applicant started out with one piece of land and now has four. Robin Hall stated that usually this would be regarded as a Class II subdivision, and that since these parcels are in Agricultural Preservation, there is a three acre minimum lot size requirement. The applicant's representative stated he has no experience with this [subdividing land or the Planning Commission process], however, what he can explain is that he and his partner [the applicant] are trying to accomplish a quality, high end venue with overnight accommodations that will enhance the wedding guest/party experience, as well as keep people safe from long late night drives, especially where drinking [alcohol] is usually a factor. Barbara Bosanko asked Robin Hall if the applicant's representative answered his question, and Robin Hall said he did, up to a point. Robin Hall explained that he was struggling to accept the approach that the applicant had taken to work around the requirements of Agricultural Preservation. Barbara Bosanko said the applicant would be removed from Agricultural Preservation, and the applicant's representative said that that was a correct statement. Staff interjected and stated that this was not a character area amendment, that these parcels would remain Agricultural Preservation, and residential is allowed in Agricultural Preservation. Barbara Bosanko clarified that that [Agricultural Preservation] would remain. Staff said yes. Danny Clark asked if we had a character area map to get a 50,000 ft view of what it [the property in Agricultural Preservation] looks like [in comparison to the surrounding properties]. Staff pulled the parcel up on qpublic and displayed on the screen. Staff explained that what Robin Hall was referencing, was the chart of performance standards in which when you have 3 or more lots, each lot must maintain at least 3 or more acres. Staff further explained that this is not a Class I subdivision, it's two minor subdivides on two separate lots and that is why there is no variance request for the 3 acre minimum. David Woodward asked if the northern most point of the north lot would remain vacant, and the applicant's representative said yes. The applicant's representative stated they might develop that area years out from now if everything is going well for the Bison wedding venue, but it is unlikely at this point. Robin Hall said that their website says there are six lodges coming soon. The applicant's representative said that was a dream, before reality hit with the expenses of the current plan. The applicant's representative further explained that more than 4 lodges, at the current time, does not make sense given the topography and expense vs. the revenue that they projected the extra two lodges would generate for the business. Danny Clark asked what road this parcel was off of and suggested McMorrough. Danny Clark said he wanted to make sure he was looking at the right parcel. Staff explained that the parent parcel was McMorrough, but that these two parcels we are currently talking about are off of Ridge Point Drive. Danny Clark wanted to clarify for himself that the current use was Agricultural Preservation, but that the proposed use was short term rental. Danny Clark asked if short term rentals were an allowable use in Agricultural Preservation. Staff explained that the planning department would permit the residential structures as single family homes, that the applicant would then need to have a short term rental license under their business license for each residential structure. Staff further explained that there is nothing that prohibits short term renting on the tract of land in question. Barbara Bosanko asked if there was a motion. One of the Planning Commission members said that we hadn't asked if there were any public comments yet. A citizen remained in the audience and asked the applicant's representative what the problem was with honoring the three acre minimum if they have 12 acres. Staff explained that the code only requires 3 acre minimum with Class I and above, and that this is two minor divides. Another citizen remained in the audience and reiterated what staff had just explained. Robin Hall said that since the applicant took the exempt divide approach, that there was actually a minimum of 5 acres requirement. Staff explained that they approved the applicant to move the lot line south. Barbara Bosanko asked if there were any other comments from the audience. Barbara Bosanko asked if there was a motion. Robin Hall said that he was not happy with how this had all been laid out. He asked the applicant's representative that if they approved the divides, contingent upon reworking the layout to respect the three acre requirement for Agricultural Preservation, would he [the applicant's representative] do that? The applicant's representative said that they had already done the architectural work for the proposed divides and that they would really like to stick with what is being presented; that changing the design would cause them to have to go back and alter their plans. The applicant's representative further explained that the proposed layout takes the most advantage of the views available for the single family homes. Danny Clark asked if all four proposed cabins will use

one driveway, and added that he thought at some point a certain number of homes cannot share one driveway. Staff explained that once you exceed 3 homes on one driveway, it becomes a named private road. Robin Hall made a motion to deny the proposal as presented and request a revision using the entire property. Danny Clark stated that he didn't hear the motion, and Robin Hall rephrased the motion. Staff asked that if this is the motion that passes, would it be alright for staff to approve the revisions, as long as each lot has a minimum of 3 acres. Robin Hall said that he would be satisfied with that [staff's suggestion]. David Woodward seconded the motion. Robin Hall denied the motion. The motion was passed by majority vote.

VARIANCE REQUESTS

- Variance request per Ch. 26-253 (a) & (b) (2), (5) – Building setback lines. The setback requirement from an ingress/egress easement is 50 ft. The request is for a reduction to 10 ft. The property is located at 615 Laurel Point East and is in Agricultural Preservation character area.

Staff explained that the applicant has already obtained a building permit and started the building process of their secondary tiny home. They used minimum side setbacks of 20ft. It has been brought to the planning staff's attention that there is an ingress/egress easement down the property line, which triggers a 50ft setback. The applicants can offer the planning commission further context to explain why side setbacks were used. Attorney Alfred Chang introduced himself as the official representation for the applicant and asked if there were any ground rules before he began, the Planning Commission said no. Alfred Chang said that there were two issues had hand; the first being where do you measure setbacks; from the edge of the property line, or the edge of the easement. Alfred Chang said that the purpose of setbacks is to ensure nobody builds too close to another house. Alfred Chang explained that there already is a buffer in place from where the tiny house is being built, and the question is, would an extra ten or twelve feet make a difference with some of the people that will be stating their objection. Alfred Chang stated that the second issue is whether or not the easement in question is abandoned or not. The applicant passed out some paperwork while Alfred Chang stated that the Planning Commission will see that the easement in question is overgrown with trees and shrubbery. Alfred Chang stated that Michael Kelly was here to speak since he was part of the development, but went on to say that Nicholas Pender's intent when he created the subdivision was for lots 34 and 35 to share the easement as access to the river. Alfred Chang said that the easement has never been used by either party, and it is the subject of ongoing litigation, and that the defendants had been recently served with a law suit asking for a declaratory judgement as to where the lines begin. Alfred Chang said that even the county's own maps show that the easement in question is a heavily wooded vegetation. Alfred Chang said that the only people who are affected [by the build of the tiny home] are the neighbors, and they have every right to say whether they like it or don't like it, but that he assumed they would say they don't like it. Alfred Chang said that where the tiny home was being built would have no effect on the rest of the subdivision. Alfred Chang explained that when it comes to land use, it's like football, typically you see folks on one team or the other. Alfred Chang explained that each lot that the easement serves, already has their own separate access down to the river. Alfred Chang explained that there is a fence down the center of the easement [that belongs to the other party], which further confirms abandonment. Alfred Chang said that he wanted to point out that the county had no problems with this [building a tiny home 28 ft off the property line] until the neighbors began having a problem with it. Alfred concluded with stating approving the variance would not adversely affect the adjacent property or other neighbors in the community. Barbara Bosanko asked if the easement was recorded. Alfred Chang said yes, but not in a sense that there is a met and bounds survey that granted the easement from one party to the other…[trails off] when Barbara Bosanko interjected stating kudzu can grow overnight and the fact that there are bushes everywhere does not void the easement. Barbara Bosanko asked Alfred Chang if her assumption was correct, and he said not exactly. Barbara Bosanko restated her question if an overgrown easement with bushes, etc. would void it. Alfred Chang said this is why we brought the issue before a judge – to make a decision. Barbara Bosanko once again said just because it has bushes, does not mean the easement is void. Alfred Chang said not automatically. An unknown person asked Mike Kelly, who was in the audience, if the easement was recorded. Mike Kelly said he didn't know if there was a deed, but it is recorded on the plat. Alfred Chang said that there is not a legal document in terms of a deed recording, just on the plat. Alfred Chang said there may be a reference of the easement, but there is no official conveyance from the developer to the owners that spells it out, which is the distinction. Alfred Chang explained that there is a plat showing the easement, but there is not a conveyance from a developer or association convey the easement to whomever the grantee is. Robin Hall asked where the lawsuit and declaratory state of the easement from the judge stands. Alfred Chang said that they [defendants/adjacent property] have just been served this week, so therefore we are months away from a

hearing. Alfred Chang said that there are two separate issues; one being the HOA and the other being the governmental agency. Barbara Bosanko recapped that there is litigation, a recorded easement whether it's got bushes or not, and that those are the two things she is concerned about. The applicant/homeowner stepped in and said this is beyond overgrown bushes. The applicant explained that the topography also prevents use of the easement to begin with. The applicant said that the intention was ingress/egress, but you can't even do that. The applicant said for all these reasons, they are trying to get the easement abandoned, not to mention there is a fence in the middle of it. Barbara Bosanko said well, that can be dealt with and whoever the fence belongs to can move it. The applicant said the fence was installed in May 2022 and the text that was shown on the board was sent in October 2022. The applicant said that the easement area drops off substantially and not only can you not drive a car down the easement, but you cannot even walk. The applicant reiterated that additionally to it not being usable, even if it was, only lot 34 and 35 can use it. Barbara Bosanko said whether or not it's usable is not relevant. Chris Adams said was the terrain the same when the easement was established? The applicant said it was. Chris Adams said then the developer had to have taken that into consideration when they established the easement. Barbara Bosanko said that Alfred Knows as an attorney, when something is recorded, that is in concrete. Alfred Chang said the law is never in concrete, it's what the judge says. Alfred Chang said that regardless, they can still make a decision on whether or not the variance being requested is still reasonable. The applicant said whether or not the easement stays is not what we are discussing, the point is that the tiny house is being built 28 ft from the property line, which is not a threat to public safety, the house is not in the way, and it creates a hardship because they have no other place to put the tiny home. The applicant said that they already had approval to move forward and started to build the structure, therefore it's existing. The applicant said all they are asking for is the 18 ft reduction so that they can move forward with what they have already started. David Woodward asked if the neighbor uses the driveway and the applicant said no, their driveway is exclusive to them. The applicant went to the screen where the property was laid out and showed the Planning Commission how there were no other options on where to put the tiny home because of various factors such as topography challenges, their primary home, septic and their well. The applicant explained that because of all these factors, there is a hardship. The applicant said that there is no threat to public safety because it is not open to the public and that they are meeting the criteria for a hardship variance. Robin Hall asked if he was actually building in the easement. The applicant said no, they are 28 ft from the property line, and 8 ft from the easement. Barbara Bosanko asked if the adjacent lot owner was here, and they identified themselves. The applicant said that this is their forever home and the tiny home will be for his mother in law, that the tiny home has no other intentions, such as short term rentals, behind it. Barbara Bosanko asked if he had a camper on the property. The applicant said that he does, which was fine until the neighbor had a problem with it, and then the county suggested he build a tiny home. Barbara Bosanko re confirmed that the county said he could build a tiny home. The applicant said yes. Alfred Chang said that at this point, the planning commission would probably would like to hear from the other side. A citizen identified himself as one of the surveyors that designed this community 32 years ago. He said when he and Nick put that easement there, they knew exactly what they were doing. The easement was for lots 34 and 35 only and it was for access to the river. The citizen and surveyor asked what the county's setbacks from easements were 32 years ago. The citizen and Barbara Bosanko began talking over one another, with Barbara Bosanko saying we don't need to go back that far and we are talking about now, and the citizen reiterating his question of what the setback was in 1991. Barbara Bosanko said that we would have staff look into that, and staff said that the code goes back to 2002 and we probably did not have land use regulations in 1991. The citizen said that was all he could say, and that he was there when the subdivision was done, that he in fact drew the plat that was on display on his kitchen table. Barbara Bosanko asked if it was recorded. The citizen said he did not know if there was a deed recording the easement, but it's on the plat and the plat was recorded. Attorney Matthew Dominick took podium to introduce himself as the adjacent lot owners' attorney. Matthew Dominick said that he was hearing a lot about the easement, but wanted to verify that the agenda item is actually a variance for the side setback from the easement. Matthew Dominick said that the applicant is looking to violate not only the county's setbacks, but also the neighborhood HOA covenants. Matthew Dominick said that whether or not the easement is going to be abandoned, will be a court decision. Matthew Dominick said that Ms. Bosanko was correct, that mere non use never constitutes abandonment. Matthew Dominick said that he and his clients have told the applicants that it is not abandoned, and they will tell the judge it is not abandoned. Matthew Dominick said we heard Mr. Chang talk about several things – "the county told me I could do it" – Matthew Dominick said that does not matter, that there are not only county codes, but also covenants in place for the HOA that the applicants have actually been siting to his clients during their litigation. Matthew Dominick said everyone should have knowledge of the county and HOA covenants and codes, that the applicants just chose not to follow them. Matthew Dominick compared the tiny home to when the applicants were living in a camper that partially straddled his client's property line, and painted a picture that the applicants are the type of people who just don't care, that they applied for this variance

after full knowledge of both HOA covenants and county codes. Matthew Dominick said that there is no hardship, that the applicants are claiming it's a hardship because they can't put their house where they want it, even though they have several acres. Matthew Dominick said that if the Planning Commission approves the variance, it will only expand and intensify the litigation that they are already in. Matthew Dominick said that he didn't believe the easement will be deemed abandoned, but either way, they would have to tell the judge that the tiny home should not be there, but the Planning Commission approved the variance, and that would actually encourage litigation. Matthew Dominick said that the applicants have no hardship, that they have violated their neighbor's property rights, and they would ask that the Planning Commission deny the variance because they should have never built the tiny home where they did in the first place. Matthew Dominick asked anyone who was present at the meeting that was against the variance request to raise their hand. Danny Clark asked what the HOA setbacks are, and Matthew Dominick said 35 ft from the property line. Danny Clark asked if the applicants would have received a copy of the covenants at closing. Matthew Dominick said typically they do, but either way, the law charges the applicants with knowledge of the covenants because they are recorded in their chain of title. Barbara Bosanko asked if there was anyone present to speak in favor of the applicant. One person took podium stating he did the applicant's driveway and that the neighbor's property is nowhere near the driveway [where the tiny home is]. The citizen said that not only does the fence run down the easement, but it actually goes into the subdivision road. The citizen said that the neighbor ripped his head off…[trailed]…when Barbara Bosanko interjected stating we are not getting personal. The citizen continued to explain that he wasn't trying to get personal, he was trying to explain that the neighbor had a fence blocking a subdivision area as if it were his property …[trailed]…when Barbara Bosanko repeated that we are not getting personal. The citizen said never mind and left the podium when Alfred Chang further explained the fence that was in the subdivision road. Barbara Bosanko said this is why we don't get personal, and we will not get personal. Barbara Bosanko asked if there was anyone there in opposition. Quite a few citizens took podium to express their opposition, with the first citizen sharing a very lengthy letter that he had prepared explaining his background with the community and how approving the variance would affect the community negatively. A lot of the common themes were that the rest of the citizens have to follow the rules, so therefor the applicant should. Alfred Chang took podium to state that his clients did in fact do due diligence, otherwise they wouldn't have an approved permit. Alfred Chang also stated that he has 17 homeowners in the community who have signed a petition to revoke the covenants. Alfred Chang said that most of the residents do not abide by the covenants, which will be address in superior court. The applicant brought the conversation back full circle to state that the variance is for a setback to the easement, which has nothing to do with the HOA. The applicant said of course he knew there was an easement there, that he's never acted like he didn't know that. The applicant said at the end of the day, he has asking to be 28 feet off the property line, a 32 ft reduction. The applicant said that one of the citizens said that there were other places he could go, and that was not true. The applicant said that if you [the Planning Commission] have been to the property, you would see that he is on a ridge, and there is no place to put another home because you have complications with the septic tank. The applicant said that he has answered the four key questions to obtain a hardship variance. The applicant said that there was a lot of opposition, but he did not hear in any of the opposition how their tiny home would adversely affect them, especially those that spoke up that do not even live near his property. Barbara Bosanko said do not get personal. Barbara Bosanko said to wind it up. The applicant continued to speak, and Barbara Bosanko said wind it up. Barbara Bosanko said so we have litigation, so we have easement. Barbara Bosanko asked if they found proof of the easement recording. Alfred Chang said he did not understand that question. Staff said that the planning department has a copy of the recorded plat that was also included in the agenda packet. Barbara Bosanko said so the covenants are trying to be rescinded. A citizen asked if the setbacks were stated on the building permit. Staff said that front and side setbacks were noted, but not easement. The citizen asked if the county approved it. The applicant said he called and asked Donna for the setbacks. Staff explained that if the question was what are side setbacks, then the correct answer was 20 ft, that the staff would not have known to give easement setbacks if the question was positioned as a side setback. Barbara Bosanko said it's hard. The applicant said just to be clear, Jeff Smith, who is our building inspector, knew about this easement. Barbara Bosanko said that was hearsay. The applicant said that everything that has been said at all has been hearsay. Barbara Bosanko asked if Jeff Smith was present. The applicant said he invited him, but he is not here. Danny Clark said it doesn't matter what someone told you, you have documents that say easement very clearly. The applicant said that they aren't disputing the easement, that they are asking for a setback of 18 ft. Danny Clark asked if the contractor pulled the setbacks, and the applicant said he was building it himself. Danny Clark explained that it was his responsibility as the homeowner to find out and follow the setbacks. Danny Clark said that he did things out of order, he should have applied for a variance before he started building. Barbara Bosanko asked what the applicant does for a living. The applicant said he is a small business owner – a contractor, but not licensed. The applicant said regardless of what order he should have done, he would be in the same spot – asking for a variance. The

applicant reiterated the four points that he meets in the code for a hardship. Barbara Bosanko interjected asking if he was a licensed contractor, and the applicant said no. Barbara Bosanko and the applicant were going back and forth talking over one another about whether or not it matters that he started the project before he applied for the variance, which potentially could cost him money. The applicant clarified that he isn't asking for a financial hardship, it's geographical – he has no place to build his tiny home. The applicant reiterated he meets the requirements to qualify for a hardship. Barbara Bosanko asked if there was motion. David Woodward made a motion to deny. Chris Adams Seconded the motion. The motion was passed unanimously.

- Variance request per Chapter 26 section 252 – Panhandle or flag lots. The proposed minor subdivide will result in an additional flag pole length exceeding 250ft. The location of the proposed minor subdivide is off of Auraria Road, tax parcel 047 570, Commerce Corridor Character area.

Staff explained that the applicant is requesting the variance due to the existing shape of the parcel, already being a flag lot with a pole exceeding 250ft. The applicant took the podium stating that it was a 2.27 acre lot and they need to split it. The applicant said they need the variance to build the two houses. Barbara Bosanko asked if it was one driveway and the applicant said yes. Robin Hall asked the total length of the flag pole, and Chris Adams said 352 ft. Barbara Bosanko asked once again if there was one driveway, and once again the applicant said yes. Barbara Bosanko asked if they were doing two homes. The applicant said yes. Chris Adams asked how the driveway would be shaped, and the applicant said there really wouldn't be any choice because the lot is narrow in that area. Chris Adams asked if they were doing two flag poles because of the 30ft requirement, and staff explained the 30ft requirement would only apply to Class I subdivisions and above. Barbara Bosanko asked if there were any comments from the public. Barbara Bosanko asked if the board had any other questions. Barbara Bosanko asked if there was a motion. David Woodward made a motion to approve. Chris Adams seconded the motion. The motion was passed unanimously.

- Request for three (3) variances; The first (1st) variance is section 26-61 – Class III subdivision – a tract of land into ten parcels or more. The proposed class III subdivision will be created from a partial tract of land. The second (2nd) variance is that the proposed Class III will have nine lots vs. the required ten. The third (3rd) variance is per Chapter 27 section 2.2.3 – Chart of Performance Standards – Developments in Agricultural Preservation Character area require 3 or more acres.

Staff explained that the applicant is requesting three variances in order to be able to build a class III subdivision on a tract of land that is not large enough for 10 lots due to the existing structures already on the land, and is in agricultural preservation. The applicant introduced himself stating he was a local homebuilder and long term resident. The applicant said he has almost 20 acres of land on Yahoola Rd. The applicant said that the tract of land he's looking to develop is three parcels. The applicant explained that he is looking to build high end homes. The applicant said that people that come to his office are looking to a nice custom home that is not too big. The applicant said he would only have nine lots and each land owner would have access to the national forest, and each lot would have around two acres. The applicant said that the road would be paved and turned over to the county. Barbara Bosanko asked if there were existing homes. The applicant that he lived on the property and part of his request is to be able to have outparcels for his house and a duplex he owns. Staff explained that the applicant submitted a response to each of the requirements to obtain a variance in their packet. Robin Hall said it was no problem to do 9 lots instead of ten, however, the problem is that this is Agricultural Preservation, which has a three acre minimum. The applicant said that that was part of his variance request. The applicant said that the land just won't be able to be developed with three acres – that he does not have the land and the numbers would not make sense. The applicant said that other applicants have gotten around requirements by doing driveways off of county roads galore. Barbara Bosanko asked if there was a motion. A citizen in the audience said whoa, we haven't asked for public comments. That citizen took the podium to express their desire for the Planning Commission to deny the request, specifically regarding the three acre minimum. Barbara Bosanko asked if there were any comments in favor of the variance. A citizen took the podium to express support for the variance, stating that the applicant does quality work and it would be a good thing for the county. Staff read and email received from a citizen opposing the variance, on the basis of keeping our character areas [Agricultural Preservation] in tact and the fact that there is no hardship. Robin Hall made a motion to deny the variances. A citizen spoke from the audience stating that they

had met with the county on this plan and the county said it looked good – that the county alerted them of Agricultural Preservation after they had already designed the subdivision and they were told it looked good – however, he did not want to throw anyone under the bus. The citizen said that because this is already three separate tracts, that all they have to do is a minor subdivide on each one and get essentially the same or worse result. Danny Clark said he didn't like what the citizen was proposing, that he liked what was being proposed better. Chris Adams said he liked everything they presented, except that it doesn't follow the land use code of Agricultural Preservation. Barbara Bosanko said well, he is here because he has already invested money. Danny Clark asked if they are at a deadlock. Barbara Bosanko said we needed a motion. Danny Clark asked what of? Staff said the three variance requests. The applicant said that if he can't do less than three acres, then just go ahead and deny all of them. Danny Clark made a motion to approve. David Woodward seconded the motion. Robin Hall denied. The motion was passed by majority vote.

PRELIMINARY PLAT APPROVAL

- Request for Preliminary Plat approval of a Class III Subdivision per Chapter 26 sec. 135-161

Staff explained that the applicant that just got the variances needs a preliminary plat approval. Robin Hall made a motion to approve. Chris Adams seconded the motion. The motion was passed unanimously.

OLD BUSINESS

Staff explained that the two setback variances from August will both be appealing. Steve Sylvester's request will not have a quorum, therefore he will have to appeal to the superior court. Jarrod Hatcher will have a hearing in October with the Board of Commissioners.

ADJOURN

Barbara Bosanko asked for a motion to adjourn the meeting. Chris Adams made a motion. David Woodward seconded the motion. The motion was passed unanimously.

Members present:

_____ _____

Barbara Bosanko (Chairman) *Danny Clark*

_____ _____

Robin Hall *David Woodward*

_____

Chris Adams

Staff present: Rebecca Mincey
Jenna Ritter
Other: Michelle Charriez, Environmental Health

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September 21, 2023

Ms. Rebecca A. Mincey
Executive Director
Lumpkin County Community
& Economic Development
Lumpkin County Planning Department
342 Courthouse Hill, Suite A
Dahlonega, Georgia 30533

BY HAND &
***VIA* EMAIL:** rebecca.mincey@lumpkincounty.gov

RECEIVED 9-21-2023

RE: **NOTICE OF APPEAL BY ANGIE RINK AND MARIO BOLES FROM THE SEPTEMBER 11, 2023, DECISION BY THE LUMPKIN COUNTY PLANNING COMMISSION TO DENY THEIR SETBACK VARIANCE REQUEST *VIS-À-VIS* CHAPTER 26-253(A) & (B) WITH RESPECT TO LUMPKIN COUNTY TAX PARCEL NO. 035 112**

Dear Director Mincey:

I am representing Angie Rink and Mario Boles; and, as referenced above, I hereby notify you pursuant to Section 26-446(b) of the County Code that my clients are appealing the adverse decision taken by the Planning Commission on September 11, 2023 *vis-à-vis* their above-referenced Variance Application pursuant to Section 26-253(a) & (b).

In that connection I would like to make the following observations:

1. It is my understanding that both the Planning Department and the Planning Commission took the position that the 20-foot Ingress-Egress Easement between Lots 34 & 35 of the Laurels on the Etowah Subdivision, as shown on the applicable Subdivision Plat recorded at Plat Book 24, Page 4, of the Lumpkin County, Georgia, records, which was expressly stated to be "FOR USE OF LOTS 34 AND 35 ONLY," was sufficient to trigger the normal setback requirement from ingress/egress easements as stated in Section 26-253(b). But I do not understand why it was assumed by the County that the normal

setback requirement here should be 50 feet, even assuming that the ingress-egress easement in this case is the same sort of ingress/egress easement contemplated by Section 253. The normal front setback is 30 feet; and the normal side setback is 20 feet. We're talking here about a side setback. It is true that subsection (b)(2) refers to a front setback of 50 feet in "a class I or class II subdivision or on an individual lot, not part of a subdivision," but it does not appear that any of those criteria apply here—and even under subsection (b)(2) it goes on to say that even in those cases "all other setbacks shall be 20 feet." So we do not understand why the normal 20-foot side setback requirement did not apply here. And, ironically, as per Section 26-253(b)(5) the normal side setback off a recorded easement is only 10 feet. Here the proposed "tiny house" is more than 20 feet from the side lot line and more than 10 feet from the easement.

2. My clients also argue that the 20-foot ingress-egress easement depicted on the Subdivision Plat is not the same type of "ingress/egress easement" contemplated by Chapter 26, which establishes special "frontage" setback requirements in Section 26-253—even if we were talking about a frontage setback here and not, as argued above, a side setback. In particular, Section 26-191(c) provides that the sort of "ingress/egress easements" referred to in that Chapter "must be a minimum width of forty feet and must be cleared a full twenty feet to provide easy access for emergency vehicles." And since Class III subdivisions may be accessed from "an easement," Section 26-62 provides that "[a]ll lots within a class III subdivision must front on the newly created subdivision road." In short, as previously emphasized, the focus on "ingress/egress easements" in Chapter 26 is clearly on easements or private roads that are being used for access to the front of the subdivision lots. That implied focus on ingress/egress easements along the frontage of subdivision lots is made expressly clear in Section 26-191 ("Easements"), where subsection (e) provides as follows:

> An easement in existence prior to the adoption of the resolution from which this section is derived may remain as a nonconforming use, but may not be extended except in conformance with these regulations. However, any owner subdividing property on a nonconforming ingress/egress easement must, as part of the property subdivision, provide a conforming easement over and through their property.

And, to repeat, Section 26-191(c) provides that: "[i]ngress/egress easements must be of a minimum width of 40 feet and must be cleared a full 20 feet to provide easy access for emergency vehicles." So clearly this uncleared 20-foot ingress-egress easement along the side and not the front of Lots 34 & 35 is not the sort of ingress/egress easement contemplated by Chapter 26.

3. Attached hereto as Exhibit "A" is an official publication by Lumpkin County which appears to provide categorically that in subdivisions like the Laurels on the

Etowah the side setback is 20 feet. In this case, as was explained at the hearing before the Planning Commission, despite the Variance Application for a 40-foot variance, the proposed "tiny house" is 28 feet from the side lot line and 18 feet from the side of the easement.

4. Assuming arguendo that the 50-foot setback requirement referred to in Section 26-253(b) applies here, notwithstanding the fact that this is a side setback and not a front setback and that the ingress-egress easement here is not the sort of ingress/egress easement contemplated by Chapter 26, subsection (b)(5) provides that required "[s]etbacks from ingress/egress easements may be reduced to less than 50 feet by the planning director with just reason." In this case Appellants contend that Building Inspector Jeff Smith, exercising apparent delegated authority from the Director, assured Appellants that he had the administrative authority pursuant to that subsection to allow them the necessary variance from the applicable setback requirement. That discretion was vested in the Planning Director, and Appellants assert that the discretion claimed and attempted to be exercised by Mr. Smith was consistent with prior administrative interpretations of that Section. Instead, it appears that by erroneous reference to the limitation on administrative discretion found in Chapter 27, *i.e.*, Section 27-8.1.2(5)A.I, the Planning Department takes the position that any administrative variance from setback requirements "shall be less than 25% of the originally required setback." It is an abuse of administrative discretion for an administrator not to realize he or she enjoys such discretion. The Chapter 27 limitation applies only to traditional setbacks off property lines—and not off alleged ingress/egress easements as per the requirements of Chapter 26.

5. And, moreover, Jeff Smith assured Appellants of his administrative interpretation that the 20-foot ingress-egress easement shown on their plat was <u>not</u> the sort of frontage road ingress/egress easement contemplated by Chapter 26, which as indicated is supposed to have a 40-foot width and at least a graded 20-foot roadbed, but on the contrary was an unbuildable and abandoned ingress-egress easement as to which no special setback requirements apply. While the subdivision plat suggests that the ingress-egress easement in question follows an existing roadbed, in the process of the final survey of the subdivision the actual centerline of the ingress/egress easement—as Mr. Smith observed—was moved in an easterly direction so as to be in the middle of a steep and unbuildable slope; and, as for abandonment, Mr. Smith observed that Appellants' neighbor on Lot 35 built his privacy fence down the middle of the alleged easement, which he had no right to do if he was claiming that it was still a valid and enforceable easement. Accordingly, Appellants were affirmatively encouraged by the Planning Department to place their so-called "tiny house," being erected for their in-laws, in the location for which it is now claimed Appellants require a variance.

6. Section 26-166(3)l provides that any subdivision final plats should show the "[m]inimum setbacks, front, rear, and side"; whereas, the Laurels on the Etowah Subdivision Plat shows no setback requirements off the twenty-foot ingress-egress easement in question.

7. Based on the foregoing and Appellants' presentation to the Planning Commission it is clear that either your Appellants did not require a variance or they received the administrative variance they required or they satisfied the criteria for granting the requested variance, as set forth in Article XIII of Chapter 26.

Respectfully submitted,

Sincerely,

George E. Butler II

GEB/cr

Enclosures???

cc: Ms. Jenna Ritter (*VIA* **EMAIL:** jenna.ritter@lumpkincounty.gov)
Ms. Angie Rink (*VIA* **EMAIL:** angiefayerink@gmail.com)
Mr. Mario Boles (*VIA* **EMAIL:** marioeboles@gmail.com)

What are the building setbacks in Lumpkin County?

Setbacks in Lumpkin County are 20 feet on side and rear property lines and 50 feet from any road or easement not located in a subdivision in the front. Inside subdivisions, the setback is 30 feet from the roads and easements.

▼ Planning - General FAQs

Show All Answers

1. Where can I get a copy of my property plat or deed?
2. What do I need to do to record my plat?
3. What activities do I need a permit for?
4. How do I get a building permit?
5. What are the stream buffers?
6. Can I disturb the land within the stream buffers?
7. Do I need a sign permit?
8. What and when can I burn?
9. What are the building setbacks in Lumpkin County?
10. Does Lumpkin County have zoning?

EXHIBIT A
(PAGE 1 OF 1)

From: geb@lawyers.com
To: Rebecca Mincey
Cc: Jenna Ritter; "Angie Rink"; "Mario Boles"; Client File
Subject: Hearing on Appeal by Angie Rink & Mario Boles
Date: Thursday, September 28, 2023 10:47:37 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png

Rebecca—

Thanks for the prompt response. And, yes, sometime relatively shortly after 4 on November 7 for the appeal hearing works for my clients and me; and we'll be there with bells on!

All the best to you and your staff.

George

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From: Rebecca Mincey <rebecca.mincey@lumpkincounty.gov>
Sent: Thursday, September 28, 2023 10:30 AM
To: geb@lawyers.com
Cc: Jenna Ritter <jenna.ritter@lumpkincounty.gov>; 'Angie Rink' <angiefayerink@gmail.com>; 'Mario Boles' <marioeboles@gmail.com>; Client File <pixier@mindspring.com>
Subject: RE: Yesterday's Appeal by Angie Rink & Mario Boles

Hi George,
The BOC would like to set the appeal hearing on Tuesday, November 7th, immediately following the first work session. The work session begins at 4:00. Will this work for you all? Thank you for confirming so we can publish the notice.

Rebecca A. Mincey
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342 Courthouse Hill
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Lumpkin County Government
Development Authority of Lumpkin County

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Sent: Friday, September 22, 2023 9:16 AM
To: Rebecca Mincey <rebecca.mincey@lumpkincounty.gov>
Cc: Jenna Ritter <jenna.ritter@lumpkincounty.gov>; 'Angie Rink' <angiefayerink@gmail.com>; 'Mario Boles' <marioeboles@gmail.com>; Client File <pixier@mindspring.com>
Subject: Yesterday's Appeal by Angie Rink & Mario Boles

Rebecca—

Got your confirmation. Thanks.

George

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Sent: Friday, September 22, 2023 8:03 AM
To: geb@lawyers.com
Cc: Jenna Ritter <jenna.ritter@lumpkincounty.gov>; Angie Rink <angiefayerink@gmail.com>; Mario Boles <marioeboles@gmail.com>; Client File <pixier@mindspring.com>
Subject: RE: Today's Timely Appeal by Angie Rink & Mario Boles

Thanks, George.
The appeal has been received and we will be in touch with the group on a proposed hearing date.
Thanks.

Rebecca A. Mincey
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Cc: Jenna Ritter <jenna.ritter@lumpkincounty.gov>; Angie Rink <angiefayerink@gmail.com>; Mario Boles <marioeboles@gmail.com>; Client File <pixier@mindspring.com>
Subject: Today's Timely Appeal by Angie Rink & Mario Boles
Importance: High

Rebecca—

Hey. It was pleasure getting to hand deliver the attached appeal to you this afternoon—and to be able to congratulate you on your impressive new title and challenging job.

I could not help but note your uncertainty as to the timeliness of the appeal, though you seemed to accept my explanation. Nonetheless, I thought I'd provide you with the attached comparison of several Computation of Time provisions in Georgia. Suffice it to day, the universal rule in Georgia—as illustrated by the rule in the Georgia Code that applies statewide to all state judicial and administrative proceedings—is that the day of the decision (which after all, as here, could come very late in the day) is not counted but the last is counted unless it falls on a weekend or holiday.

Alternatively, some few jurisdictions like Butts County provide that either the first or the last day should not be counted—which of course give you the exact same, universally-accepted result.

Hence my clients' appeal today was timely.

Whoever drafted your Ordinance tried to follow the basic Butts County format, but instead of saying **the first or last day shall not be counted,** the draftsman unfortunately ad-libbed and came up with the thoroughly nonsensical **only the first and last day shall be counted.** If that is so, then my clients still had at least 9 more days to file. In fact, using that formula the allotted 10 days for appeal would never run out.

I suggest that issue be clarified by the County in due course.

In any case, I look forward to working with you and your staff on this matter and on others in the future—though I do try to keep my local land use activities to a minimum, since "zoning" cases tend to be controversial and I prefer not to stir things up locally, where I now reside.

All the best.

George

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