



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

November 15, 2022
6:00 P.M.

- **CALL TO ORDER**

Chairman Dockery

- **INVOCATION**

- **CONSIDERATION OF AGENDA**

- **PUBLIC COMMENTS (Agenda Specific)**

- **CONSIDERATION OF MINUTES**

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

- **RESOLUTIONS**

5. 2022 - 51 - Consideration of 2023 BOC Meeting Calendar (*County Clerk Melissa Witcher*)
6. 2022 - 52 - Establish 2023 Lumpkin County Government Holiday Schedule (*Community & Employee Services Director Alicia Davis*)
7. 2022 - 53 - Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget (*Finance Director Abby Branan*)
8. 2022 - 54 - Resolution Updating the Fee Schedule (*Finance Director Abby Branan*)
9. 2022 - 55 - November Surplus Property (*Finance Director Abby Branan*)
10. 2022 - 56 - Reappoint Members to Building Committee
11. 2022 - 57 - Appoint/Reappoint Members to LC Park & Recreation Citizens Advisory Board
12. 2022 - 58 - Amend Chapter 42 - Roads, Sidewalks, & Other Public Places (*Finance Director Abby Branan*)
13. 2022 - 59 - Amend 2022 Budget (*Finance Director Abby Branan*)
14. 2022 - 60 - Resolution Appointing Standby Counsel

- **REPORTS**

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

- **CONTRACTS/AGREEMENTS**

15. 2022-075 - Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate (*Probate Judge Michael Chastain*)
16. 2022-076 - Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate (*Magistrate Judge Wil Maxwell*)
17. 2022-078 - Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement (*Public Works Director Larry Reiter*)
18. 2022-079 - Recycling IGA with Hall County (*Public Works Director Larry Reiter*)
19. 2022-080 - Stryker ProCare Maintenance Agreement (*EMS Director David Wimpy*)
20. 2022-081 - GMP for New Recreation Center (*Special Projects Director Ashley Peck*)
21. 2022-082 - Cell Tower Lease Amendment at Fire Station
22. 2022-083 - Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG (*Planning Director Bruce Georgia*)
23. 2022-084 - GDOT 5311 FY2024 Application (*Public Works Director Larry Reiter*)
24. 2022-085 - McKenney's, Inc. Contract Ratification (*Finance Director Abby Branan*)

- **OTHER ITEMS**

25. Fitness Court Discussion (*Finance Director Abby Branan*)
26. LCWSA Request for ARPA Funds for Wastewater Treatment Plant Acquisition (*Water & Sewer Authority Director Sean Phipps*)
27. 2019 TSPLOST 2022 Work Plan Amendment (*Finance Director Abby Branan*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



October 4, 2022
4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:02 PM by Chairman Chris Dockery

Attendee Name	Title	Status	Arrived
Chris Dockery	Chairman	Present	
Tucker Greene	District 1 Commissioner	Present	
Bobby Mayfield	District 2 Commissioner	Present	
Rhett Stringer	District 3 Commissioner	Present	4:08 PM
Jeffrey Moran	District 4 Commissioner	Present	

PRESENTATIONS

1. Extension Service Presentation (County Extension Coordinator Clark MacAllister)

Extension Service Presentation

Commissioner Moran asked Mr. MacAllister if 4-H still had an air rifle/BB program. He said there hasn't been much interest in the program lately, but that it is typical for interest to vary over the years as different students graduate and new ones come in.

Chairman Dockery asked how much time Mr. MacAllister spends in Dawson versus Lumpkin County. He said typically he is in Dawsonville on Monday, Wednesday, and Friday, and he spends Tuesday and Thursday in Lumpkin County. Chairman Dockery also asked about the new extension agent and what kinds of activities she is doing at the school system, and he also inquired about the low attendance at the recent 4-H trip to Jekyll Island. Mr. MacAllister explained that attendance to the Jekyll Island trips is typically lower due to the longer distance away than Rock Eagle. There were also no schoolbuses available for the trip.

2. NOA Presentation

NOA Presentation

MINUTES

3. Board of Commissioners - Work Session - Sep 6, 2022 4:00 PM
4. Board of Commissioners - Joint Special Called Work Session - Sep 12, 2022 2:00 PM
5. Board of Commissioners - Public Hearing - Sep 20, 2022 5:15 PM
6. Board of Commissioners - Work Session II - Sep 20, 2022 5:30 PM
7. Board of Commissioners - Regular Meeting - Sep 20, 2022 6:00 PM

RESOLUTIONS

8. 2022 - 49 - Appointment of Associate Probate Judge (Probate Judge Michael Chastain)

Appointment of Associate Probate Judge. To obtain board approval for the appointment of an Associate Probate Judge, as required by OCGA 15-9-2.1.

Commissioner Stringer asked if this would impact the budget, and Chairman Dockery responded that it would not.

9. Resolution for Community Development Block Grant Application – LC W&S Authority Sewer Expansion (Finance Director Abby Branan)

Resolution for Community Development Block Grant Application – LC W&S Authority Sewer Expansion. A resolution to authorize the submission of a FY-2023 Community Development Block Grant (CDBG) Program application to the Georgia Department of Community Affairs (DCA) to provide funding assistance for sewer expansion.

Sean Phipps, Director of the Water & Sewerage Authority, said that they have not yet identified a project for the CDBG, but they are continuing to look for an opportunity. Chairman Dockery said if they cannot find a suitable water and sewer project, we can use the funding for something else. We do not want to let the grant go to waste, he observed.

CONTRACTS/AGREEMENTS

10. 2022-060 - Ninth District Opportunity Inc. Lease - Head Start Building (Special Projects Director Ashley Peck)

Ninth District Opportunity Inc. Lease - Head Start Building. Lease renewal for JB Jones Pre-school/Head Start.

11. 2022-065 - Housing & Rental Agreement – Blackburn Fire Station #8 (EMA Director David Wimpy)

Housing & Rental Agreement – Blackburn Fire Station #8. Approval of new tenant and rental agreement for Station #8 House.

12. 2022-066 - Unifirst Uniform Corporation Service Agreement - Public Works Department (Public Works Director Larry Reiter)

Unifirst Uniform Corporation Service Agreement - Public Works Department. Consideration of Annual Service agreement for the supply and service of work uniforms for the Lumpkin County Public Works Department. This is an annual Service Agreement between LCBOC and Unifirst Uniform Corporation to supply LCBOC Public Works Department, work uniforms and laundry service for a period of 12 months

13. 2022-067 - LC Wimpy Airport Consultant Contract Award (Public Works Director Larry Reiter)

LC Wimpy Airport Consultant Contract Award. Award a contract to GMC professional engineering, architectural, and construction inspection/administration services for the Lumpkin County Airport.

14. 2022-068 - Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC (Development Authority Director Rebecca Mincey)

Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC.

15. 2022-069 - Banking Services Contract (Finance Director Abby Branan)

Banking Services Contract Recommendation to renew the banking services contract with United Community Bank.

16. 2022-070 - NGN Fiber Service Agreement: Lumpkin County Justice Center (Special Projects Director Ashley Peck)

NGN Fiber Service Agreement: Lumpkin County Justice Center. Contract with NGN to upgrade the fiber connection to the Justice Center to 1 Gigabyte.

17. 2022-071 - NGN Fiber Service Agreement: Lumpkin County Administration Building (Special Projects Director Ashley Peck)

NGN Fiber Service Agreement: Lumpkin County Administration Building. Contract with NGN to upgrade the fiber connection to the Administration Building to 1 Gigabyte.

18. 2022-072 - CJCC VOCA (Victims of Crime Act) - MOA (Finance Director Abby Branan)

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

19. 2022-073 - CJCC VOCA – Financial Administration – District Attorney (Finance Director Abby Branan)

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

20. 2022-074 - GMRC Agreement – CDBG Application Preparation & General Administrative Services (Finance Director Abby Branan)

GMRC Agreement – CDBG Application Preparation & General Administrative Services. Contract with Georgia Mountains Regional Commission (GMRC) for preparing a Department of Community Affairs (DCA) Community Development Block Grant (CDBG) Application and grant administration services, if awarded.

OTHER ITEMS

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

Secure Rural Schools Act – Title III Money Certification on Use of Funds. To certify that all funds have been used or obligated by September 30, 2022.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

Mr. Perry Abernathy said he has been living in Lumpkin County for quite awhile, and he can remember when the internet speed was only 14 kb. When he became a Windstream customer, he signed an agreement for a fixed rate, but his bill has continuously gone up over the years. His bill has gone up from 53 dollars to 87 dollars, even though it is supposed to be a fixed rate. They de-regulated the administration fee and they charge a fee for the modem, he added.

Mr. Abernathy said he has some issues with the fact that there is no competition for Windstream here. He said the bill is getting so high that you could almost afford a cellphone with unlimited data for the same price. Mr. Abernathy said in his experience Windstream does not hold to their contracts, so he wants to caution the County from entering into agreements with them.

Chairman Dockery explained some of the history of the push for rural broadband in North Georgia, and he went into detail about how the Development Authority of Lumpkin County is working with Windstream on this grant project. It is our responsibility as we facilitate the grant to ensure everything is done according to the regulations, he stated. We are also using a third party to make sure Windstream is doing everything correctly.

The Chairman said the current situation with rural internet is kind of like electricity in the early 1900s; it is a challenge to obtain. It is difficult for Internet Service Providers to get a return on their investment in rural areas since houses are so far apart, making the installation of cables more costly. That is one of the reasons there is so little competition for Windstream, he explained. As far as increasing bills, Chairman Dockery advised Mr. Abernathy to speak with the Georgia Public Service Commission.

ADJOURNMENT

The meeting was adjourned at 4:46 PM.

November 16, 2022

Date



Melissa Witcher

County Clerk, Lumpkin County



Chris Dockery, Chairman

Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Oct 4, 2022 4:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



October 18, 2022
 5:15 P.M.

Call to Order

The meeting was called to order at 5:15 PM by Chairman Chris Dockery

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

Public Comment

Public Comment on 5311 Rural Transportation Program

Laurie Heinze stated she has lived here for about two years and would like to learn more about the 5311 Transit Program. She wanted to know how the County informs citizens about the program, what the budget for the program is, and how we plan on using grant money for the program.

Larry Reiter, the Public Works Director, explained to Ms. Heinze that many of the clientele are citizens who use the Senior Center. Randy Allison, who manages Fleet Maintenance and Transit, went into more detail about the basics of the program. He said the 5311 program is funded 50% by the Georgia Department of Transportation through the Federal Transportation Administration. The program is open to all County residents, not just senior citizens, and they share information through the County website and pamphlets. Mr. Allison said people frequently use Transit for grocery shopping, going to doctor appointments, and transport to the Senior Center.

Ms. Heinze asked if the County would be opposed to putting more information on the website about Transit. Chairman Dockery suggested she give her contact information to Alan Ours, the County Manager, and he can assist. Ms. Heinze said she retired from working in public transit, and there is also a 5310 program that the County could use to supplement the 5311 program, though it also has a match requirement. Mr. Allison said the County advertises in the local newspaper every year for Third Party Operators, but there has never been any interest from a TPO in running the Transit program.

Adjournment

The meeting was adjourned at 5:23 PM.

November 16, 2022

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Oct 18, 2022 5:15 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



October 18, 2022
 5:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:31 PM by Chairman Chris Dockery

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

CONSIDERATION OF MINUTES

1. Board of Commissioners - Work Session - Sep 6, 2022 4:00 PM
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5. Board of Commissioners - Regular Meeting - Sep 20, 2022 6:00 PM

RESOLUTIONS

6. 2022 - 49 - Appointment of Associate Probate Judge (*Probate Judge Michael Chastain*)

Appointment of Associate Probate Judge. To obtain board approval for the appointment of an Associate Probate Judge, as required by OCGA 15-9-2.1.

7. 2022 - 50 - Resolution Setting Forth LC Position to the LOST Certificate of Distribution Dated July 19, 2022

Resolution Setting Forth Lumpkin County's Position with Regard to the LOST Certificate of Distribution Dated July 19, 2022.

CONTRACTS/AGREEMENTS

8. 2022-065 - Housing & Rental Agreement – Blackburn Fire Station #8 (*EMA Director David Wimpy*)

Housing & Rental Agreement – Blackburn Fire Station #8. Approval of new tenant and rental agreement for Station #8 House.

9. 2022-066 - Unifirst Uniform Corporation Service Agreement - Public Works Department (Public Works Director Larry Reiter)

Unifirst Uniform Corporation Service Agreement - Public Works Department. Consideration of Annual Service agreement for the supply and service of work uniforms for the Lumpkin County Public Works Department. This is an annual Service Agreement between LCBOC and Unifirst Uniform Corporation to supply LCBOC Public Works Department, work uniforms and laundry service for a period of 12 months

10. 2022-067 - LC Wimpy Airport Consultant Contract Award (Public Works Director Larry Reiter)

LC Wimpy Airport Consultant Contract Award. Award a contract to GMC professional engineering, architectural, and construction inspection/administration services for the Lumpkin County Airport.

11. 2022-068 - Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC (Development Authority Director Rebecca Mincey)

Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC.

12. 2022-069 - Banking Services Contract (Finance Director Abby Branan)

Banking Services Contract Recommendation to renew the banking services contract with United Community Bank.

13. 2022-070 - NGN Fiber Service Agreement: Lumpkin County Justice Center (Special Projects Director Ashley Peck)

NGN Fiber Service Agreement: Lumpkin County Justice Center. Contract with NGN to upgrade the fiber connection to the Justice Center to 1 Gigabyte.

14. 2022-071 - NGN Fiber Service Agreement: Lumpkin County Administration Building (Special Projects Director Ashley Peck)

NGN Fiber Service Agreement: Lumpkin County Administration Building. Contract with NGN to upgrade the fiber connection to the Administration Building to 1 Gigabyte.

OTHER ITEMS

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

Secure Rural Schools Act – Title III Money Certification on Use of Funds. To certify that all funds have been used or obligated by September 30, 2022.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)**ADJOURNMENT**

The meeting was adjourned at 5:34 PM.

November 16, 2022

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Minutes Acceptance: Minutes of Oct 18, 2022 5:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



October 18, 2022
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:00 PM by Chairman Chris Dockery

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

INVOCATION

CONSIDERATION OF AGENDA

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

PUBLIC COMMENTS (Agenda Specific)

CONSIDERATION OF MINUTES

Motion: A motion was made by District 4 Commissioner Moran to approve the minutes by acclamation. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

1. Board of Commissioners - Work Session - Sep 6, 2022 4:00 PM
2. Board of Commissioners - Joint Special Called Work Session - Sep 12, 2022 2:00 PM
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4. Board of Commissioners - Work Session II - Sep 20, 2022 5:30 PM
5. Board of Commissioners - Regular Meeting - Sep 20, 2022 6:00 PM

RESOLUTIONS

6. 2022 - 49 - Appointment of Associate Probate Judge (Probate Judge Michael Chastain)

Appointment of Associate Probate Judge. To obtain board approval for the appointment of an Associate Probate Judge, as required by OCGA 15-9-2.1.

Motion: A motion was made by District 3 Commissioner Stringer to approve Appointment of Associate Probate Judge. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

7. 2022 - 50 - Resolution Setting Forth LC Position to the LOST Certificate of Distribution Dated July 19, 2022

Resolution Setting Forth Lumpkin County's Position with Regard to the LOST Certificate of Distribution Dated July 19, 2022.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Resolution Setting Forth LC Position to the LOST Certificate of Distribution Dated July 19, 2022. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

REPORTS

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

CONTRACTS/AGREEMENTS

8. 2022-065 - Housing & Rental Agreement – Blackburn Fire Station #8 (EMA Director David Wimpy)

Housing & Rental Agreement – Blackburn Fire Station #8. Approval of new tenant and rental agreement for Station #8 House.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Housing & Rental Agreement – Blackburn Fire Station #8. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

9. 2022-066 - Unifirst Uniform Corporation Service Agreement - Public Works Department (Public Works Director Larry Reiter)

Unifirst Uniform Corporation Service Agreement - Public Works Department. Consideration of Annual Service agreement for the supply and service of work uniforms for the Lumpkin County Public Works Department. This is an annual Service Agreement between LCBOC and Unifirst Uniform Corporation to supply LCBOC Public Works Department, work uniforms and laundry service for a period of 12 months

Motion: A motion was made by District 1 Commissioner Greene to approve Unifirst Uniform Corporation Service Agreement - Public Works Department. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

10. 2022-067 - LC Wimpy Airport Consultant Contract Award (Public Works Director Larry Reiter)

LC Wimpy Airport Consultant Contract Award. Award a contract to GMC professional engineering, architectural, and construction inspection/administration services for the Lumpkin County Airport.

Motion: A motion was made by District 4 Commissioner Moran to approve the contract award to GMC. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

11. 2022-068 - Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC (Development Authority Director Rebecca Mincey)

Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC.

Motion: A motion was made by District 3 Commissioner Stringer to approve Agreement between Lumpkin County Board of Commissioners and Windstream Services, LLC. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

12. 2022-069 - Banking Services Contract (Finance Director Abby Branan)

Banking Services Contract Recommendation to renew the banking services contract with United Community Bank.

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

13. 2022-070 - NGN Fiber Service Agreement: Lumpkin County Justice Center (Special Projects Director Ashley Peck)

NGN Fiber Service Agreement: Lumpkin County Justice Center. Contract with NGN to upgrade the fiber connection to the Justice Center to 1 Gigabyte.

Motion: A motion was made by District 2 Commissioner Mayfield to approve NGN Fiber Service Agreement: Lumpkin County Justice Center. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

14. 2022-071 - NGN Fiber Service Agreement: Lumpkin County Administration Building (Special Projects Director Ashley Peck)

NGN Fiber Service Agreement: Lumpkin County Administration Building. Contract with NGN to upgrade the fiber connection to the Administration Building to 1 Gigabyte.

Motion: A motion was made by Chairman Dockery to approve NGN Fiber Service Agreement: Lumpkin County Administration Building. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

OTHER ITEMS

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

Secure Rural Schools Act – Title III Money Certification on Use of Funds. To certify that all funds have been used or obligated by September 30, 2022.

Motion: A motion was made by District 1 Commissioner Greene to approve Secure Rural Schools Act – Title III Money Certification on Use of Funds. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENTS

Stephanie Kaufman said she was here last month with some issues regarding Iron Mountain Park. She was

promised that someone from the County would reach out to her, but so far she has not heard back. Ms. Kaufman said they have been experiencing problems for a couple of years now, and County officials have promised to make it better with no results.

Ms. Kaufman gave a handout to the Commissioners with some suggested changes for Iron Mountain, including a shortening of the hours of operation and decibel levels. According to the SLUA, vehicles are allowed to generate up to 120 decibels, but she said that is almost equivalent to a jet engine from 100 feet away. Ms. Kaufman said this goes on day and night, well beyond the time they are supposed to stop. She would also like assurances from the County that all of the fencing around Iron Mountain Park meets the requirements of the SLUA and the Land Use regulations. She wants clarification on what defines a "quiet zone" and where they are located.

Ms. Kaufman said they have also had issues with ATV drivers coming onto the old logging roads, which is contrary to the regulations of the SLUA. She said these issues have been going on for two years, and despite talking to the Planning Director and to Commissioner Mayfield, nothing has changed.

Commissioner Mayfield said he accepts responsibility for not getting back to her. He read aloud an e-mail that he sent to the BOC and to the County Manager following a recent trip to Iron Mountain Park:

"I spoke with the residents of Little Bear Trail after our meeting last Tuesday and I met with Craig Stansberry this Monday. The assertions I took away from the residents was that park patrons were encroaching right up to their property line and that there was activity in the park after dark.

To address the encroachment claims, I walked then entire length of the Iron Mountain Park property bordering Little Bear Trail with Mr. Stansberry, his son, and their Head of Security. The only place I saw any ATV tracks or other tracks of any kind was on the established ATV trail which is well beyond the 300 feet referenced in the SLUA. I also verified that the trail specifically mentioned in the SLUA agreement is completely closed off and has vegetation growing in it. There is adequate signage indicating that the area is a quiet zone as well.

Mr. Stansberry introduced me to his Head of Security who patrols the park on Friday, Saturday, and Sunday nights and he keeps logs of his checks. He also noted that he routinely patrols the fence line to identify any potential violations. Sadly, it was also noted that while the Head of Security does enforce the existing park rules and regulations, he serves a dual role in protecting the park from encroachment and trespass. He also keeps a log of gate damage and cut fences, which I found to be surprisingly long.

While I have no doubt that the residents probably do hear ATVs from time to time due to the fact that they are located on higher terrain than the adjacent park and the sound most likely does travel up the hill, I did not find that Iron Mountain Park was in direct violation of any of our SLUA requirements. I did mention the need to cut back the vegetation which is beginning to obscure the signs. Attached are photos from my trip."

Ms. Kaufman reiterated her statements about ATVs being at the gate which leads onto Little Bear Trail. She told the Commissioners they can come over and see which gate she is talking about, and she said she sent in a picture of the supposed gate at the 100-foot buffer. Ms. Kaufman said she has called the Sheriff's Office every single weekend since her meeting with Commissioner Mayfield because ATVs continuously operate past the curfew. The Sheriff's Office said it would be two hours before a deputy could come out. When it is 1:00 AM, who wants to wait two hours for a deputy to arrive, she asked? Two hours after the fact, what good would it do?

Commissioner Mayfield offered to come over and look at this gate she mentioned. He walked the trail, but perhaps he missed it. Mr. Georgia, the Planning Director, said he knows the area Ms. Kaufman is talking about, but it has been some time since he has seen it. There was further discussion regarding the trail and how it may connect to Little Bear Trail. Ms. Kaufman said it seems there should be a fence or gate at the 100-foot buffer, but it is somehow being circumvented by ATV riders.

Mr. Ours apologized that no one from the County contacted Ms. Kaufman. He said he plans to call her tomorrow. Ms. Kaufman was frustrated that her letters and phone calls do not seem to help with the problem. She said she is tired of putting up with this every weekend. She asked Chairman Dockery if the BOC would consider the changes, she is recommending to the SLUA?

Chairman Dockery said he is not prepared to answer any questions about changing the SLUA; he will have to do some research. He knew Commissioner Mayfield had gone out to Iron Mountain, but he was under the assumption someone had called her back. He reiterated that he cannot answer questions about changing the SLUA, but someone from the County staff will be in touch with her about the problems. Then we will see if there is anything the BOC can do, he stated.

Matt Hodge, 35 Ross Lane, also came to discuss his issues with Iron Mountain Park. He said that there are just a few bad apples that are causing the problems out at Iron Mountain, and it does not reflect everyone who uses

the park. He does not live right next to the boundary like Ms. Kaufman, but he said the noise can be very loud. Sometimes, they are even out there riding at 5:00 AM. Mr. Hodge said Mr. Stansberry just needs to enforce the regulations, and if he is enforcing the rules, he isn't doing a very good job.

Mr. Hodge said last month, that wild ATV club from Atlanta was at IMP, and they were being loud until 3 in the morning. The Sheriff's Office said they were not coming out, but they would keep a log of the activity. Mr. Hodge said the County could issue a shutdown order if Mr. Stansberry is not following the rules. Someone needs to step up and make him obey the rules. He could hire additional personnel if needed, said Mr. Hodge.

Mr. Hodge also had some concerns about the progress of the road work out at Little Mountain Road, and he wondered when the County would finish the work. Chairman Dockery said he would speak with staff and find out about the road.

EXECUTIVE SESSION - Possible Litigation

***Motion:** Commissioner Mayfield moved to enter Executive Session at 6:30 pm, and was seconded by Commissioner Greene. The motion was approved unanimously.*

***Motion:** Commissioner Moran made a motion to exit Executive Session and re-enter regular session at 7:25 pm. Commissioner Mayfield seconded the motion, which was approved unanimously.*

ADJOURNMENT

***Motion:** Commissioner Mayfield moved to adjourn the meeting at 7:26 pm, and was seconded by Commissioner Greene. The motion was approved and carried.*

November 16, 2022

Date



Melissa Witcher
County Clerk, Lumpkin County



Chris Dockery, Chairman
Lumpkin County Board of Commissioners



Lumpkin County, Georgia

County Clerk Department

Date: November 15, 2022

Agenda Item: Consideration of 2023 BOC Meeting Calendar

Item Description: Consideration of 2023 BOC Meeting Calendar

LUMPKIN COUNTY RESOLUTION NO. 2022 – 51

**A RESOLUTION TO ADOPT
THE
2023 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 2023 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., with the exception of the month of July, which shall be held on the 2nd Tuesday of July 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 2023.

Resolved, adopted and effective this 16th day of November, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
2023 Agenda Meeting Dates

“Exhibit A”

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**

2023 MONTHLY WORK SESSIONS		2023 Regular Monthly Meetings	
January 3, 2023	Tuesday - 4:00 p.m.		
January 17, 2023	Tuesday - 5:30 p.m.	January 17, 2023	Tuesday - 6:00 p.m.
February 7, 2023	Tuesday - 4:00 p.m.		
February 21, 2023	Tuesday - 5:30 p.m.	February 21, 2023	Tuesday - 6:00 p.m.
March 7, 2023	Tuesday - 4:00 p.m.		
March 21, 2023	Tuesday - 5:30 p.m.	March 21, 2023	Tuesday - 6:00 p.m.
April 4, 2023	Tuesday - 4:00 p.m.		
April 18, 2023	Tuesday - 5:30 p.m.	April 18, 2023	Tuesday - 6:00 p.m.
May 2, 2023	Tuesday - 4:00 p.m.		
May 16, 2023	Tuesday - 5:30 p.m.	May 16, 2023	Tuesday - 6:00 p.m.
June 6, 2023	Tuesday - 4:00 p.m.		
June 20, 2023	Tuesday - 5:30 p.m.	June 20, 2023	Tuesday - 6:00 p.m.
July 11, 2023	Tuesday - 4:00 p.m.		
July 18, 2023	Tuesday - 5:30 p.m.	July 18, 2023	Tuesday - 6:00 p.m.
August 1, 2023	Tuesday - 4:00 p.m.		
August 15, 2023	Tuesday - 5:30 p.m.	August 15, 2023	Tuesday - 6:00 p.m.
September 5, 2023	Tuesday - 4:00 p.m.		
September 19, 2023	Tuesday - 5:30 p.m.	September 19, 2023	Tuesday - 6:00 p.m.
October 3, 2023	Tuesday - 4:00 p.m.		
October 17, 2023	Tuesday - 5:30 p.m.	October 17, 2023	Tuesday - 6:00 p.m.
November 7, 2023	Tuesday - 4:00 p.m.		
November 21, 2023	Tuesday - 5:30 p.m.	November 21, 2023	Tuesday - 6:00 p.m.
December 5, 2023	Tuesday - 4:00 p.m.		
December 19, 2023	Tuesday - 5:30 p.m.	December 19, 2023	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**

Attachment: 2023 Agenda Meeting Dates (2022 - 51 : Consideration of 2023 BOC Meeting Calendar)



Lumpkin County, Georgia

Community and Employee Services Department

Date: November 15, 2022

Agenda Item: Establish 2023 Lumpkin County Government Holiday Schedule

Item Description: Establish 2023 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 2, 2023, (Monday) shall be observed as New Year's Day.
2. January 16, 2023, (Monday) shall be observed as Martin Luther King, Jr. Day.
3. May 29, 2023, (Monday) shall be observed as Memorial Day.
4. July 4, 2023, (Tuesday) shall be observed as Independence Day.
5. September 4, 2023, (Monday) shall be observed as Labor Day.
6. November 23, 2023, (Thursday) shall be observed as Thanksgiving Day and November 24, 2023, (Friday) shall be observed as a holiday.
7. December 25, 2023, (Monday) shall be observed as the holiday for Christmas Eve.
8. December 26, 2023, (Tuesday) shall be observed as the holiday for Christmas Day.

Note: Veterans Day is a county-paid holiday only on years when it occurs during the normal business week. Veterans Day 2023 occurs on Saturday and is not on the above list.

Potential Courses of Action:

- A. Approve proposed holiday schedule.
- B. 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 2023 budget.

Staff Recommendation:

Recommend Course of Action A.

LUMPKIN COUNTY RESOLUTION NO. 2022 – 52

**A RESOLUTION TO ESTABLISH THE 2023 HOLIDAY SCHEDULE
FOR
LUMPKIN COUNTY GOVERNMENT OPERATIONS**

Whereas, the governing authority of Lumpkin County desires to designate and set out those days which shall be accounted for as “holidays” during the 2023 calendar year;

Now therefore, it is hereby resolved that the following days shall be considered holidays for the 2023 calendar year:

1. January 2, 2023, (Monday) shall be observed as New Year’s Day.
2. January 16, 2023, (Monday) shall be observed as Martin Luther King Day.
3. May 29, 2023, (Monday) shall be observed as Memorial Day.
4. July 4, 2023, (Tuesday) shall be observed as Independence Day.
5. September 4, 2023, (Monday) shall be observed as Labor Day.
6. November 23, 2023, (Thursday) shall be observed as Thanksgiving Day and November 24, 2023, (Friday) shall be observed as a holiday.
7. December 25, 2023, (Monday) shall be observed as the holiday for Christmas Eve.
8. December 26, 2023, (Tuesday) 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 15th day of November, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance Department

Date: November 15, 2022

Agenda Item: Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget

Item Description: Consideration of the Lumpkin County 2023 Budget Calendar for FY 2024 Budget

Facts & Historical Information:

This agenda item is to set the 2023 Budget Calendar for the 2024 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 2024 Budget and establishment of the corresponding 2023 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 2023 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.

LUMPKIN COUNTY RESOLUTION NO. 2022 – 53

**A RESOLUTION TO ADOPT
THE
LUMPKIN COUNTY 2023 BUDGET CALENDAR
TO
ESTABLISH THE 2024 FISCAL YEAR BUDGET**

Whereas, the governing authority of Lumpkin County desires to adopt the Lumpkin County 2023 Budget Calendar setting out the dates and times for establishing the 2024 Budget for the fiscal year beginning January 1, 2024.

Now therefore, it is hereby resolved that the calendar set out on the attached Exhibit “A” shall be the official Lumpkin County, Georgia 2023 Budget Calendar.

Resolved, adopted and effective this 15th day of November, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
2022- Exhibit A 2023 BUDGET CALENDAR

**LUMPKIN COUNTY, GEORGIA
2023 BUDGET CALENDAR
FOR FISCAL YEAR BEGINNING 1/1/2024
(Calendar Date - Start 03/06/2023)**

March 6, 2023	- BUDGET PREPARATION Provide budget request forms and budget preparation calendar to elected officials and department heads.
March 31, 2023	- 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 3, 2023	- BUDGET REQUEST Completed budget request forms are due back to Finance Department.
April 13, 2023 - April 21, 2023	- BUDGET COMMITTEE Committee will review requests and make recommendations. Finance Department will prepare proposed budget for review by elected officials and department heads.
April 24, 2023	- MAIL ASSESSMENT NOTICES (Begin 45 day appeal period) Change in assessment notices mailed by Tax Assessors. O.C.G.A. § 48-5-306
April 24, 2023 - May 5, 2023	- CONFERENCES - BUDGET COMMITTEE Analyze proposed budget and hold public conferences with elected officials and department heads. 1-hour sessions per department to discuss changes.
June 6, 2023	- PRESENT PROPOSED BUDGET Present proposed budget at Board of Commissioners Work Session. (Finance Dept.)
June 8, 2023	- LAST DATE TO APPEAL ASSESSMENT CHANGE Last date to appeal assessment change to Tax Assessors.
June 12, 2023 - June 19, 2023	- BOARD OF COMMISSIONERS & BUDGET COMMITTEE MEETINGS Board of Commissioners and Budget Committee meetings to set final budget.
July 14, 2023	- 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 26, 2023	- PUBLISH MILLAGE RATE & 5 YEAR HISTORY Advertise millage rate & 5 year history: July 26 Publish at least two (2) weeks prior to establishment of millage rates. O.C.G.A. § 48-5-32
July 26, 2023	- ADVERTISE PUBLIC HEARING AND AVAILABILITY OF BUDGET Advertise public hearing: July 26 & August 2 Notice shall be published at least seven (7) days before the budget hearing is held. O.C.G.A. § 36-81-5
July 26, 2023	- ADVERTISE PUBLIC HEARING "NOTICE OF PROPERTY TAX INCREASE" Advertise public hearing: July 26 & August 2

**LUMPKIN COUNTY, GEORGIA
2023 BUDGET CALENDAR
FOR FISCAL YEAR BEGINNING 1/1/2024
(Calendar Date - Start 03/06/2023)**

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

- | | |
|--------------------------|--|
| August 2, 2023 | <p>- ADVERTISE ADOPTION OF TENTATIVE BUDGET
 Advertise meeting: August 2 and August 9
 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</p> |
| August 8, 2023 | <p>- PUBLIC HEARING ON PROPOSED BUDGET
 Meeting at 5:30 p.m. - Lumpkin County Administration Building O.C.G.A. § 36-81-5</p> |
| August 8, 2023 | <p>- 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</p> |
| August 10, 2023 | <p>- 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</p> |
| August 22, 2023 | <p>- 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</p> |
| August 22, 2023 | <p>- 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</p> |
| August 22, 2023 | <p>- ESTABLISH MILLAGE RATES
 Millage rates established by resolution at Board of Commissioners Special Called Meeting.
 Meeting at 4:30 p.m. - Special Called Meeting</p> |
| September 1, 2023 | <p>- 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</p> |
| October 1, 2023 | <p>- TAX BILLS MAILED (Upon State approval of County Tax Digest) O.C.G.A. § 48-5-220</p> |
| December 1, 2023 | <p>- TAXES DUE (60 days after bills are mailed) O.C.G.A. § 48-5-233</p> |
| January 1, 2024 | <p>- FY 2024 BEGINS</p> |



Lumpkin County, Georgia

Finance Department

Date: November 15, 2022

Agenda Item: Resolution Updating the Fee Schedule

Item Description: Resolution Updating the Fee Schedule

Facts & Historical Information:

Staff periodically reviews the fee schedule and provides recommendations to the Board of Commissioners on where changes in the fee schedule should be considered. Staff is requested the Board's consideration of the following Chapter 18 Fees and Other Charges updates:

Chapter 8 - Animals and Fowl

8-17 Rabies vaccine

Current: \$10.00

Proposed: \$17.00

8-18 Impoundment redemption fee - per animal

Current: \$55.00

Proposed:	1 st reclaim	\$55.00
	2 nd reclaim	\$65.00
	3 rd reclaim	\$75.00

8-18 Rabies vaccine

Current: \$10.00

Proposed: \$17.00

8-19 Dog adoption

Current: \$95.00

Proposed \$100.00

8-19 Cat adoption

Current: \$65.00

Proposed \$75.00

Add Rabies Quarantine

Proposed \$15.00 Daily

Add Special feeding care

Proposed \$20.00 Daily

Add Large animal & non-traditional companion animal reclaim

Proposed \$25.00 Per Animal

Staff proposes the changes to be in line with surrounding counties and to cover increased fees incurred by the County for supplies. The increased revenue was included in the FY2023 budget.

Chapter 14 - Emergency Management and Services

Advanced Life Support

Current: \$680.35
 Proposed: \$750.00
 Basic Life Support
 Current: \$572.91
 Proposed \$650.00

Staff consulted with Professional Practice Support, the County's ambulance billing services company, to determine where the County could improve and be consistent with other entities. The increased revenue was included in the FY2023 budget.

Chapter 20 - Fire Prevention and Protection

Plan review and construction up to 10,000 square feet gross floor area

Current: \$100.00
 Proposed: \$150.00

Certificate of fire safety compliance (C/O) up to 10,000 square feet gross floor area

Current: \$100.00
 Proposed: \$150.00

Fire safety inspections - Third and all subsequent re-inspections - each

Current: \$150.00
 Proposed: \$220.00

Staff proposes the changes to be in line with Dawson County's fee schedule. The increased revenue was not included in the FY2023 budget.

Chapter 34 - Parks and Recreation

Community Center Rentals - Weekdays

Heritage A - Normal Fee

Current: \$95.00 per 4 hours
 Proposed \$100.00 per 4 hours

Heritage A - Non-profit Fee

Current: \$75.00 per 4 hours
 Proposed \$80.00 per 4 hours

Heritage B - Normal Fee

Current: \$75.00 per 4 hours
 Proposed \$80.00 per 4 hours

Heritage B - Non-profit Fee

Current: \$55.00 per 4 hours
 Proposed \$60.00 per 4 hours

Heritage Main - Normal Fee

Current: \$160.00 per 4 hours
 Proposed: \$175.00 per 4 hours

Heritage Main - Non-profit Fee

Current: \$120.00 per 4 hours
 Proposed: \$125.00 per 4 hours

Activity A - Normal Fee

Current: \$75.00 per 4 hours
 Proposed: \$80.00 per 4 hours

Activity A - Non-profit Fee

Current: \$55.00 per 4 hours
 Proposed: \$60.00 per 4 hours

Activity B - Normal Fee

Current: \$75.00 per 4 hours
 Proposed: \$80.00 per 4 hours

Activity B - Non-profit Fee

Current: \$55.00 per 4 hours
 Proposed: \$60.00 per 4 hours

Activity Main - Normal Fee

Current: \$120.00 per 4 hours
 Proposed: \$125.00 per 4 hours

Activity Main - Non-profit Fee
 Current: \$100.00 per 4 hours
 Proposed: \$110.00 per 4 hours

Art Room - Normal Fee
 Current: \$70.00 per 4 hours
 Proposed: \$75.00 per 4 hours

Conference Room - Normal Fee
 Current: \$40.00 per 4 hours
 Proposed: \$50.00 per 4 hours

Conference Room - Non-profit Fee
 Current: \$30.00 per 4 hours
 Proposed: \$40.00 per 4 hours

Gym - Normal Fee
 Current: \$200.00 per 4 hours
 Proposed: \$240.00 per 4 hours

Gym - Non-profit Fee
 Current: \$150.00 per 4 hours
 Proposed: \$180.00 per 4 hours

Add Gym Floor Covering Fee
 Proposed: \$150.00

Community Center Rentals - Weekends

Heritage A
 Current: \$150.00 per 4 hours
 Proposed: \$175.00 per 4 hours

Heritage B - Normal Fee
 Current: \$130.00 per 4 hours
 Proposed: \$150.00 per 4 hours

Heritage Main - Normal Fee
 Current: \$220.00 per 4 hours
 Proposed: \$300.00 per 4 hours

Activity A - Normal Fee
 Current: \$100.00 per 4 hours
 Proposed: \$120.00 per 4 hours

Activity B - Normal Fee
 Current: \$100.00 per 4 hours
 Proposed: \$120.00 per 4 hours

Activity Main - Normal Fee
 Current: \$150.00 per 4 hours
 Proposed: \$200.00 per 4 hours

Conference Room - Normal Fee
 Current: \$60.00 per 4 hours
 Proposed: \$80.00 per 4 hours

Gym - Normal Fee
 Current: \$300.00 per 4 hours
 Proposed: \$400.00 per 4 hours

Add Gym Floor Covering Fee
 Proposed: \$150.00

Timken Pavilion
 Current: \$30.00 per 4 hours
 Proposed: \$40.00 per 4 hours

Ball Field Rentals with Lights
 Current: \$20.00 per hour
 Proposed: \$30.00 per hour

Community House
 Current: \$100.00 per 4 hours per side
 Proposed: \$150.00 per 4 hours per side

Athletic Fees	
Tackle Football 6 and up	
Current:	\$150.00
Proposed	\$175.00
Add Flag Football	
Current:	\$65.00
Cheerleading	
Current:	\$100.00
Proposed	\$140.00
Spring Softball	
Current:	\$80.00
Proposed:	\$90.00
Spring Baseball	
Current:	\$80.00
Proposed:	\$90.00
Fall Softball	
Current:	\$60.00
Proposed:	\$70.00
Fall Baseball	
Current:	\$60.00
Proposed:	\$70.00
Fall T-ball	
Current:	\$60.00
Proposed	\$70.00
Basketball	
Current:	\$75.00
Proposed	\$85.00
Swim Team	
Current:	\$85.00
Proposed:	\$100.00
Adult Softball	
Current:	\$475.00
Proposed:	\$550.00
Add Track and Field	
Current:	\$100.00
Proposed	\$110.00

Remove Weekend Non-profit Rates.

Staff proposed the changes to athletic fees due to increased costs of providing services. Staff proposed the changes to room rentals in order to remain consistent with surrounding counties. The increased revenue was not included in the FY2023 budget.

Chapter 42 - Roads, Sidewalks, and Other Public Places

Add Street signs	
Current:	\$110.00
Proposed:	\$155.00
Add Stop signs	
Current:	\$115.00
Proposed:	\$160.00

Staff proposed the changes due to the rising cost of supplies. The proposed fees are additions to the fee schedule but are currently included in Chapter 42. The increased revenue was not included in the FY2023 budget.

Potential Courses of Action:

1. Approve the changes to Chapter 18 Fees and Other Charges
2. Approve part of the changes to Chapter 18 Fees and Other Charges
3. Do not approve the changes to Chapter 18 Fees and other Charges

Budget Impact:

COA 1 will yield additional revenue not included in the FY2023 budget, as increases in Chapters 20 and 42 were not considered during the budget process.

COA 2 may yield additional revenue not included in the FY2023 budget, depending upon which changes are approved.

COA 3 will negatively impact the FY2023 budget, as increases in Chapters 8 and 14 were included during the budget process.

Staff Recommendation:

Staff's recommendation is to approve COA 1.

Lumpkin County Resolution No. 2022 – 54

A Resolution to Update the Lumpkin County Fee Schedule

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

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

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

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

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

Resolved, adopted and effective this 15th day of November, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

Final Sec._18_19.___County_fee_schedule. 11082022

Sec. 18-19. County fee schedule.

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

Chapter 2—Administration

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

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

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

Chapter 4—Alcoholic Beverages**4-4 Administration:**

Late filing penalty—each return.....25.00

4-33 Licenses:

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

Manufacturer's license—annually:

Manufacturer of distilled spirits.....1,500.00

Manufacturer of malt beverages1,500.00

Manufacturer of wine1,500.00

Retail dealers licenses—annually:**Distilled spirits for consumption on the premises:**

First license for single location1,500.00

Additional fixed bar at concurrently licensed location.....750.00

Additional movable bar at concurrently licensed location.....250.00

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

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

Nonprofit civic organization licenses—annually:

Malt beverages for consumption on the premises250.00

Wine for consumption on the premises.....250.00

Malt beverages and wine for consumption on the premises.....500.00

Distilled spirits for consumption on the premises.....1,000.00

Wholesale dealer licenses—annually:

Principal place of business within county2,000.00

Principal place of business outside county.....500.00

Farm winery licenses—annually:

Sales by the bottle for consumption off premises1,000.00

Sales for consumption on the premises1,000.00

Exhibit 'A'

Wholesale sales under O.C.G.A. § 3-6-21	1,000.00
Adding wines other than farm wines by the bottle for consumption off premises	650.00
Adding wines other than farm wines by the bottle for consumption on premises	650.00
Adding wines other than farm wines for consumption both on and off the premises	1,000.00
Hotel-motel "in room" service license—annually	250.00
Brewpub licenses—annually	600.00
Alcoholic beverage caterer off-premise license	
Single beverage by the drink	250.00
Combination beverage by the drink	350.00
4-35 Transfer of location fee	150.00
4-36 Change in documentation other than annual renewal—each	150.00
Ch. 4 Excise taxes:	
4-156 Farm winery—first sale—per liter	0.22
Penalty—after 20th of month—as percentage of tax due	10%
4-183 Audit fees	125.00 per hour
4-238 Brewpubs:	
½ barrel—15½ gallons	6.00
Barrel—31 gallons	12.00
Penalty—after 20th of month—as percentage of tax due	10%
Late filing fee—each return	25.00
4-289 Special Event Permits:	
Nonprofit	50.00
For-profit	75.00
4-291 Event Permits for Catered Functions	50.00
4-343 Per drink excise tax:	
Retail by the drink—as percentage of retail price or charge	3%
Penalty—after 10th of month—as percentage of tax due	10%
4-344 Excise tax on first sale or use of wine by the package:	
Per liter	0.22
Penalty—after 10th of month—as percentage of tax due	10%
4-344 (b) Late Payments	interest at the judgment rate as provided by state law
4-345 Excise tax on wholesalers:	
Malt beverages:	
7 ounce container—each	0.0292
8 ounce container—each	0.0333

Exhibit 'A'

12 ounce container—each	0.0500
14 ounce container—each	0.0583
16 ounce container—each	0.0667
32 ounce container—each	0.1333
Tap or draft—½ barrel—15½ gallons	6.00
Tap or draft—barrel—31 gallons	12.00
Distilled Spirits and Wine:	
Per ounce	0.0065
Per liter	0.22
Penalty—after 10th of month—as percentage of tax due	10%
4-345 (b) Wholesalers—auditing fees:	
Malt beverages or wine	350.00
Malt beverages and wine	450.00
4-346 Distilled spirits:	
Retail by the drink—as percentage of retail price or charge	3%
Penalty—after 10th of month—as percentage of tax due	10%
4-346 Excise tax on beer and malt beverages produced by a brewpub:	
½ barrel—15½ gallons	6.00
Barrel—31 gallons	12.00
Penalty—after 10th of month—as percentage of tax due	10%
4-347 Wholesalers—malt beverages:	
7 ounce container—each	0.0292
8 ounce container—each	0.0333
12 ounce container—each	0.0500
14 ounce container—each	0.0583
16 ounce container—each	0.0667
32 ounce container—each	0.1333
Tap or draft—½ barrel—15½ gallons	6.00
Tap or draft—barrel—31 gallons	12.00
Distilled Spirits and Wine:	
Per ounce	0.0065
Per liter	0.22
Penalty—after 10th of month—as percentage of tax due	10%
4-348 Penalty:	
After the 10 th of the month - as percentage of tax due	10%

Exhibit 'A'

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

Chapter 6—Amusements and Entertainment

6-28 Employee investigative fee—each	50.00
6-29 Adult entertainment businesses:	
Investigative fee	350.00
Permit fee	5,000.00
6-35 Annual renewal	5,000.00
6-37 Change of location or name—each	150.00

Chapter 8—Animals and Fowl

8-17 Dangerous Animals:

Registration fee/classified animals dangerous or vicious	100.00/year
Impoundment Boarding fees for dangerous/vicious dogs - daily (in addition to redemption fee).....	20.00
Impoundment fee (dangerous or vicious animal)	150.00
Microchipping.....	25.00
Rabies shot	17.00

8-18 Impounded Animals:

Impoundment Boarding fees—daily (in addition to impoundment redemption fee below)	10.00
Impoundment reclaim fee—per animal (in addition to boarding fees above)	
First reclaim fee	55.00
Second reclaim fee	65.00
Third reclaim fee	75.00
Microchipping.....	25.00
Rabies shot	17.00

8-19 Animal Shelter fees:

Dogs—each.....	100.00
Cats—each.....	75.00
Owner Surrender/Donation for Stray Animals.....	25.00
Owner Request PTS	25.00
Rabies Quarantine (per day).....	15.00
Special Feeding Care (per day)	20.00
Large Animal & non-traditional companion animal reclaim fee	25.00

Chapter 10—Buildings and Building Regulations

Permits and inspections:

10-165 Noncommercial outbuildings:

Permit fee—per square foot	0.10 / 100.00 minimum
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Exhibit 'A'

Inspection fees—per each electrical, plumbing and mechanical inspection	50.00
Chicken houses	500.00
10-166 Residential construction:	
Permits—new construction (initial inspection included):	
Up to 1,200 square feet	300.00
1,201 to 1,800 square feet	450.00
1,801 to 2,500 square feet	600.00
2,501 to 3,000 square feet	785.00
3,001 to 3,500 square feet	975.00
3,501 to 4,000 square feet	1,200.00
4,001 square feet and greater:	
Base fee	1,200.00
Plus—per square foot over 4,000	0.15
Additional inspections and re-inspections—each	50.00
One time inspection fee	50.00
Replacement of permit card	25.00
Permit renew	100.00
Sec. 10-167. Miscellaneous permit fees.	
Per heated or unheated square foot—subject to minimum	0.22
Minimum permit fee regardless of square footage	100.00
Swimming pool construction permit—each	150.00
Moving homes into the county:	
Building permit—same as residential construction Above/plus moving fee	
Moving permit—each	300.00
10-188 Commercial construction:	
Permits (initial inspection included):	
Up to 1,000 square feet	525.00
1,001 to 2,000 square feet	750.00
2,001 to 2,500 square feet	975.00
2,501 to 4,000 square feet	1,200.00
4,001 to 6,500 square feet	1,500.00
6,501 to 10,000 square feet	1,875.00
10,001 square feet and greater:	
Base fee	1,875.00
Plus—per square foot	0.10

Exhibit 'A'

Additional and reinspections—each	50.00
Replacement permit cards—each	25.00
Commercial additions or alterations:	\$0.25 per square feet

Chapter 12—Businesses and Business Regulations**12-26 Occupation tax:**

0 to 3 employees	75.00
4 to 9 employees	185.00
10 to 19 employees:	
Base fee	200.00
Additional for each employee over 10	6.00
20 to 99 employees:	
Base fee	275.00
Additional for each employee over 20	4.00
100 or more employees:	
Base fee	760.00
Additional for each employee over 100	2.00
Mailing fee	2.00

12-103 License fee and license term tax:

Short-term rental host license	100.00
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Chapter 14—Emergency Management and Services

Ambulance Billing Rates	
Service	Rate
ALS Level II	\$984.69
ALS Level I	\$750.00
ALS Non-Emergency	\$429.68
BLS Emergency	\$650.00
BLS Non-Emergency	\$358.07
Mileage per transport mile	\$11.95
Treatment/non-transport fee	\$300.00

Chapter 16—Environment

16-162 NPDES land disturbance permit fee—per acre or fraction thereof	40.00
Additional NPDES fee per O.C.G.A. § 12-5-23(a)(5)—paid to EPD—not to exceed	40.00
Land disturbance permit:	
Per disturbed acre or fraction thereof (subject to minimum below)	30.00
Minimum fee	150.00
Residential ESCP plan review—each	40.00

Exhibit 'A'

16-193 Stop work order—administrative fee 150.00

Chapter 20—Fire Prevention and Protection

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

Fire code enforcement related fees:

Plan review and construction:

Up to 10,000 square feet gross floor area 150.00

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

Certificate of fire safety compliance (C/O):

Up to 10,000 square feet gross floor area 150.00

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

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

Fire safety inspections:

Annual inspection—each 0

Follow up inspection—each 0

First reinspection 100.00

Second reinspection 150.00

Third and all subsequent reinspections – each 220.00

Reinspections generally:

First reinspection 100.00

Second and all subsequent reinspections—each 150.00

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

Inspection of storage of hazardous materials—each 100.00

Permits and permit related inspections:

Blasting permit—each 100.00

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

Special event permit inspections—each 100.00

Heated tar pot roofing operations—each 100.00

Installation and removal of underground tanks—each tank 100.00

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

Fire watch:

Personnel—per person per hour 50.00

Apparatus usage—per apparatus per hour 175.00

Hazardous materials:

Labor—per person per hour:

Rank of captain or below 25.00

Exhibit 'A'

Chief officers	50.00
Hazmat technician.....	75.00
Vehicles—per hour per vehicle:	
Engine or tanker	150.00
Command vehicles	100.00
Light rescue and air truck	100.00
Heavy rescue	150.00
Paramedic ambulance	150.00
Materials and equipment—per item (subject to change without notice due to increases in charges by suppliers):	
J4-SPC OP 100 oil plus pad	79.40
J5-SPC oil 430soc—oil only	18.00
J5-SPC 810 boom oil socks.....	86.20
J4-GATGS20 oil sorb—25 pounds.....	27.75
Multi-gas monitor—per hour	30.00
Level A suit	1,001.00
Level B suit.....	287.80
Firefighter turnout gear.....	2,200.00
Self-contained breathing apparatus.....	5,395.00
Tyvek/Saranex coveralls with hoods and booties	45.40
HaxMax boots.....	109.00
Butyl gloves	95.20
Class A foam—five gallons	94.90
AFFF 3%—6%—five gallons	108.00
J5-RAI1400 rainwear	86.80
Salvage overpak drums—95 gallons.....	199.00
Decon tub	47.80
Decon agent	28.50
Brushes	60.00
Brush pole	28.50
1¾ inch fire hose—50 feet	134.00
3 inch fire hose—50 feet	245.00
Akron fire nozzle.....	715.75

Chapter 22—Health and Sanitation

Septic fees:

Septic tank permit (up to 2,000 gal/day).....	325.00
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Exhibit 'A'

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

Exhibit 'A'

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

*Septic permits are valid for 12 months from date of issue. This renewal will require an additional site visit and make a permit valid for an additional 12 months. Renewal must be made prior to the expiration date of the permit. Every effort will be made to notify the permit holder of the forthcoming expiration date, but failure to receive notification will not change these terms.

Exhibit 'A'

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

Chapter 26—Land Development

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

Plat and development fees:

Plat approval for recording.....35.00

Plat scanned to disc.....5.00

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

Subdivision final plat:

Per lot—subject to minimum fee below15.00

Minimum fee150.00

Sec. 26-414. Stop work orders

Stop work order processing fee—each150.00

Commercial plan review:

Disturbed area of less than 5 acres300.00

Disturbed area of 5 to 10 acres750.00

Disturbed area of 10 to 25 acres1,500.00

Disturbed area over 25 acres:

Base fee 1,500.00

Additional per acre or fraction thereof150.00

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

Chapter 27—Land Use

Sec. 27-250. Schedules and Fees

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

Land use map change—each.....225.00

Variance to character area standards application—each225.00

Appeal of administrative decision—each appeal225.00

Advertisement fee—each application30.00

Chapter 30—Manufactured and Mobile Homes

30-11 Additional and re-inspections—each50.00

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

Moving permit—each.....75.00

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

Land disturbance permit—each150.00

Conditional temporary power50.00

Pre-owned inspection fee150.00

Exhibit 'A'

Chapter 34—Parks and Recreation

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

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

Weekdays (Monday through Friday, except holidays):

Gym:

Regular— Minimum rental—four hours	240.00
Each additional hour over first four	60.00
Non-profit— Minimum rental—four hours.....	180.00
Each additional hour over first four	45.00
Floor covering fee.....	150.00
Refundable security deposit (due at time of reservation)	100.00

Heritage Room A:

Regular— Minimum rental—four hours	100.00
Each additional hour over first four	25.00
Non-profit— Minimum rental—four hours.....	80.00
Each additional hour over first four	20.00
Refundable security deposit (due at time of reservation)	100.00

Heritage Room B:

Regular— Minimum rental—four hours	80.00
Each additional hour over first four	20.00
Non-profit — Minimum rental—four hours.....	60.00
Each additional hour over first four	15.00
Refundable security deposit (due at time of reservation)	100.00

Heritage Main:

Regular— Minimum rental—four hours	175.00
Each additional hour over first four	43.75
Non-profit— Minimum rental—four hours.....	125.00
Each additional hour over first four	31.25
Refundable security deposit (due at time of reservation)	100.00

Art Room:

Regular— Minimum rental—four hours	75.00
Each additional hour over first four	18.75
Non-profit— Minimum rental—four hours.....	50.00
Each additional hour over first four	12.50

Exhibit 'A'

Refundable security deposit (due at time of reservation)	100.00
Conference Room:	
Regular— Minimum rental—four hours	50.00
Each additional hour over first four	12.50
Non-profit— Minimum rental—four hours.....	40.00
Each additional hour over first four	10.00
Refundable security deposit (due at time of reservation)	100.00
Activity Room A:	
Regular— Minimum rental—four hours	80.00
Each additional hour over first four	20.00
Non-profit — Minimum rental—four hours.....	60.00
Each additional hour over first four	15.00
Refundable security deposit (due at time of reservation)	100.00
Activity Room B:	
Regular— Minimum rental—four hours	80.00
Each additional hour over first four	20.00
Non-profit — Minimum rental—four hours.....	60.00
Each additional hour over first four	15.00
Refundable security deposit (due at time of reservation)	100.00
Activity Main Room:	
Regular— Minimum rental—four hours	125.00
Each additional hour over first four	31.25
Non-profit— Minimum rental—four hours.....	110.00
Each additional hour over first four	27.50
Refundable security deposit (due at time of reservation)	100.00
Kitchen:	
Regular— Minimum rental—four hours	100.00
Each additional hour over first four	25.00
Non-profit — Minimum rental—four hours.....	100.00
Each additional hour over first four	25.00
Refundable security deposit (due at time of reservation)	100.00
Weekends and Holidays (Saturdays, Sundays and holidays, excluding County holidays):	
Gym:	
Regular— Minimum rental—four hours	400.00
Each additional hour over first four	100.00

Exhibit 'A'

Floor covering fee.....	150.00
Refundable security deposit (due at time of reservation)	100.00
Heritage Room A:	
Regular— Minimum rental—four hours	175.00
Each additional hour over first four	43.75
Refundable security deposit (due at time of reservation)	100.00
Heritage Room B:	
Regular— Minimum rental—four hours	150.00
Each additional hour over first four	37.50
Refundable security deposit (due at time of reservation)	100.00
Heritage Main:	
Regular— Minimum rental—four hours	300.00
Each additional hour over first four	75.00
Refundable security deposit (due at time of reservation)	100.00
Art Room:	
Regular— Minimum rental—four hours	100.00
Each additional hour over first four	25.00
Refundable security deposit (due at time of reservation)	100.00
Conference Room:	
Regular— Minimum rental—four hours	80.00
Each additional hour over first four	20.00
Refundable security deposit (due at time of reservation)	100.00
Activity Room A:	
Regular— Minimum rental—four hours	120.00
Each additional hour over first four	30.00
Refundable security deposit (due at time of reservation)	100.00
Activity Room B:	
Regular— Minimum rental—four hours	120.00
Each additional hour over first four	30.00
Refundable security deposit (due at time of reservation)	100.00
Activity Room Main:	
Regular— Minimum rental—four hours	200.00
Each additional hour over first four	50.00
Refundable security deposit (due at time of reservation)	100.00
Kitchen:	

Exhibit 'A'

Regular— Minimum rental—four hours	150.00
Each additional hour over first four	37.50
Refundable security deposit (due at time of reservation)	100.00
Community House:	
Minimum rental—four hours (Per Side).....	150.00
Each additional hour over first four	37.50
Refundable security deposit (due at time of reservation)	100.00
Timken Pavilion 4 hour rental.....	40.00
Each additional hour over first four	10.00
Use of park for 5k	150.00
Ball field	10.00 per hour
Plus Light Usage.....	20.00 per hour
(monthly or season rentals will be assessed on a case by case basis)	
Field Prep (per instance).....	30.00
Travel Team field rentals (per 6 months)	500.00
Park and Recreation Athletic Fees:	
Adult Softball	550.00/team
Baseball (Fall) 7 and up.....	70.00
Baseball (Spring) 7 and up	90.00
Basketball 7 and up	85.00
Basketball Little Hoopers (4-6 years old).....	35.00
Cheerleading 5 and up (football).....	140.00
Football (Tackle) 6 and up	175.00
Football (Flag).....	65.00
Heroes League (All ages)	25.00
Little Batters (3—4 years old).....	35.00
Softball (Fall) 7 and up.....	70.00
Softball (Spring) 7 and up	90.00
Swim team (all ages).....	100.00
(Swimmers provide own uniform)	
T-ball (Fall) 4-6 years old	70.00
T-ball (Spring) 4-6 years old.....	75.00
Track and field	110.00

Chapter 40—Planning and Development

Exhibit 'A'

40-2 Variance applications to planning commission:

Filing fee—each application	225.00
Advertisement fee—each application	30.00
Appeals to planning commission—each appeal.....	225.00

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

Scan to disc or USB* device.

1—5 sheets	5.00
6—10 sheets	10.00
11—15 sheets	15.00
Each sheet over 15	1.00

Regular size paper copies 0.25/page

* USB device must be provided by citizen.

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

Paper maps:

11×17 / 8.5×11	1.00
24×36	10.00 b/w; 25.00 color
36×48	15.00 b/w; 40.00 color

Road Atlas 15.00

GIS Fees:

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

Chapter 42—Roads, Sidewalks and Other Public Places

42-1 Street Name Sign and Stop Sign

Street Name sign	155.00
Stop sign	160.00

42-68 Road renaming fee—nonrefundable—each 250.00

42-104 Special Event Permit..... 225.00

Chapter 46—Signs

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

Chapter 51—Telecommunications

Cell tower construction permits:

Exhibit 'A'

Plan review—each	2,250.00
New tower building permit—each	750.00
Co-location permit—each.....	1,125.00
Building permit—each	50.00
Cell tower variance or appeal—each.....	3,000.00
Advertising fee—each	30.00

Chapter 54—Utilities

54-77 Sand and oil/grease interceptors:

Inspection fee—annually	25.00
Reinspection fee—each.....	50.00

54-129 High strength wastewater surcharges:

BOD:

First level—per pound	1.00
Second level—per pound	2.00

TSS:

First level—per pound	1.00
Second level—per pound	2.00

TKN:

First level—per pound	5.00
Second level—per pound	10.00

Phosphorus:

First level—per pound	10.00
Second level—per pound	15.00

Other Fees

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

For profit groups and organizations	85.00
Non-profit community organizations	65.00
Contract—Non-profit community organizations.....	50.00
Non-profit organization delivery meals-on-wheels—weekly basis	35.00
Weekend/Holiday rental—determined case-by-case	
Deposit required.....	100.00



Lumpkin County, Georgia

Finance Department

Date: November 15, 2022

Agenda Item: November Surplus Property

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

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

Potential Courses of Action:

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

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022 –55

**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 10/21/22 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 10/21/22 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 15th of November, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
SURPLUS REQUEST 2022 11

SURPLUS REQUEST LIST DATED 10/21/22

[illegible]



Lumpkin County, Georgia

Board of Commissioners Department

Date: November 15, 2022

Agenda Item: Reappoint Members to Building Committee

Item Description: Reappoint Members to Building Committee

LUMPKIN COUNTY RESOLUTION NO. 2022 - 56

**A RESOLUTION TO APPOINT MEMBERS TO THE
LUMPKIN COUNTY BUILDING COMMITTEE**

Whereas, the Lumpkin County Board of Commissioners desires to reappoint members to the Lumpkin County Building Committee to fill Seats 7, 8, 9 and 10 of the Committee whose terms expire on December 31, 2022;

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

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Park & Rec Manager	7	December 31, 2023
Charles Trammell	8	December 31, 2023
Leah Smith	9	December 31, 2023
Ken Crowe	10	December 31, 2023

Resolved, adopted and effective this 15th day of November, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: November 15, 2022

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

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

LUMPKIN COUNTY RESOLUTION NO. 2022 – 57

**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 reappoint members to serve in Seats 2 and 4 whose terms expire on December 31, 2022;

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

Name:	Seat Number:	Term Expiration:
Jason Davis	2	December 31, 2024
Autumn Chatham	4	December 31, 2024

Resolved, adopted and effective this 15th day of November, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance Department

Date: November 15, 2022

Agenda Item: Amend Chapter 42 - Roads, Sidewalks, & Other Public Places

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

Facts & Historical Information:

Staff has made a concerted effort to update ordinances to exclude specific fees within each chapter and include references to the county fee schedule. This practice helps prevent contradictory information between the county fee schedule and the related ordinance.

Chapter 42 - Roads, Sidewalks, and Other Public Places Sec. 42-1(g) includes costs of street signs and stop signs. Staff is requesting amending the ordinance to the following language for 42-1(g):

All private road signs are subject to the fees set forth in the county fee schedule.

Potential Courses of Action:

1. Amend Chapter 42.
2. Do not amend Chapter 42.

Budget Impact: There is potential for negative budget impact if there are contradictory amounts within the ordinance and fee schedule.

Staff Recommendation: Staff's recommendation is to approve COA 1.

LUMPKIN COUNTY RESOLUTION NO. 2022-58

**A Resolution Revising
Chapter 42 – ROADS, SIDEWALKS AND OTHER PUBLIC PLACES
of the Code of Ordinances of Lumpkin County, Georgia**

Whereas, staff has made a concerted effort to update the county code of ordinances to exclude specific fees within each chapter and include references to the county fee schedule to help prevent contradictory information between the county fee schedule and the chapters in the county codes; and

Whereas, Sec. 42-1 of the code of ordinances includes the fees for street signs and stop signs instead of a reference to the county fee schedule; and

Whereas, the Board of Commissioners desires to update Chapter 42 – ROADS, SIDEWALKS AND OTHER PUBLIC PLACES of the Code to reference the county fee schedule;

Now therefore, it is hereby resolved that the revisions to Chapter 42 – ROADS, SIDEWALKS AND OTHER PUBLIC PLACES, Sec. 42-1, as set forth in the Exhibit “A” attached hereto and incorporated herein are hereby approved and adopted, and

It is further resolved that Chapter 42 – ROADS, SIDEWALKS AND OTHER PUBLIC PLACES of the Code of Ordinances of Lumpkin County shall be revised accordingly.

Resolved, readopted and effective this 15th day of November, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:
2022-11 Chapter 42 Exhibit A

Sec. 42-1. Private road sign policy and fee schedule.

- (a) There is no state law requiring road signs for private roads.
- (b) Postal regulations sometimes require a name designation for any private road on which two or more addresses are located. Additional guidance is contained in the Lumpkin County Municode section 42-69.
- (c) Lumpkin County Subdivision regulations require that all roads within a platted subdivision be named. Developers are required to purchase signs at their own expense; signs must be approved as to design and color, and must be installed to county specifications. Lumpkin County will purchase and install street name signs and traffic control (STOP) signs in accordance with the fee schedule in effect at the time of installation.
- (d) Lumpkin County road sign regulations provide that:
 - (1) Name signs of county roads shall be white letters on a green background.
 - (2) Name signs of private roads are encouraged to be white letters on a blue background; name signs of private roads may not be of a green background with white letters.
- (e) Any person or persons desiring to place a sign on a road not adopted into the county road system may purchase a sign installation meeting county standards (sign, post and cap) from Lumpkin County; cost shall be prepaid and shall be in accordance with the fee schedules for signs in effect at the time the sign is ordered. The county will normally install the sign within one week of delivery from the manufacturer; however installation will be subject to weather and other department priorities. All sign installations shall be recorded by the county road department and locations maintained in the county GIS database.
- (f) Signs damaged or stolen after installation will not be replaced until the cost of the replacement has been paid to the county. Replacement cost of the sign will be the county cost of the sign plus 20 percent, which will include the cost of the installation.
- (g) The fee for all private road signs shall be as provided in the county fee schedule in section 18-19.
- (h) No orders will be accepted unless all information is provided (name of street, location of sign, etc.) accompanied by sufficient funds to provide payment in full. No order will be taken for future delivery which could result in county having to warehouse, store or protect goods for a period greater than 30 days after receipt of the signs and necessary installation materials.



Lumpkin County, Georgia

Finance Department

Date: November 15, 2022

Agenda Item: Amend 2022 Budget

Item Description: Resolution to Amend 2022 Budget

Facts & Historical Information:

The Board of Commissioners' legal level of control is at the departmental level. Any changes to the budget that are not within a department must be considered and approved by the Board of Commissioners.

The Lumpkin County Health Department has requested to replace 1 vehicle, with the possibility of replacing 2 additional vehicles in November. The vehicles in use by the Health Department are owned by the Board of Commissioners. The existing vehicles do not currently meet the Fleet Replacement Policy criteria for replacement; however, the Health Department has approved funding for replacing one with a Ford Escape and is considering funding at their November meeting to replace two additional vehicles.

Staff has a two-part request:

1. Amend the 2022 Budget to decrease the Health Department appropriation and increase the Capital Budget by the cost of the replacement vehicle, which is \$29,478.
2. Approve replacement of the additional two vehicles, under the condition of the Health Department fully funding the purchase, since they do not meet the criteria for replacement by the Fleet Replacement Policy. (If approved, the County will pay for the vehicles and bill the Health Department for the replacement costs. No budget amendment is necessary.)

Potential Courses of Action:

1. Approve the 2022 Budget amendment. Approve the purchase of up to 2 additional Health Department vehicles upon approval of funding by the Health Department.
2. Approve a portion of the request.
3. Do not approve the request.

Staff Recommendation: The recommendation of staff is to approve Course of Action 1.

LUMPKIN COUNTY RESOLUTION NO. 2022 – 59

**A RESOLUTION AMENDING
THE LUMPKIN COUNTY BUDGET FOR FISCAL YEAR 2022
TO ALLOW FOR THE REPLACEMENT OF ONE LUMPKIN COUNTY HEALTH DEPARTMENT
VEHICLE**

Whereas, the Lumpkin County Health Department has requested to replace one vehicle that does not currently meet the County's fleet replacement criteria; and

Whereas, the Lumpkin County Health Department has approved funding in the amount of \$29,478 to pay for the replacement vehicle; and

Whereas, the Lumpkin County Board of Commissioners desires to approve the Health Department's request and amend its Budget for Fiscal Year 2022 accordingly;

Now, therefore, it is hereby resolved that the Lumpkin County Health Department's request to replace one vehicle is approved; and

It is further resolved that the Lumpkin County Budget for Fiscal Year 2022 is amended as follows:

The Lumpkin County Health Department appropriation is decreased by \$29,478 and the Capital Budget is increased by \$29,478.

Resolved, adopted and effective this 15th day of November, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: November 15, 2022

Agenda Item: Resolution Appointing Standby Counsel

Item Description: Resolution Appointing Standby Counsel

LUMPKIN COUNTY RESOLUTION NO. 2022 – 60

A RESOLUTION BY THE LUMPKIN COUNTY BOARD OF COMMISSIONERS APPOINTING STANDBY COUNSEL

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State 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, Section 2-178 of the Lumpkin County Code authorizes the Lumpkin County Board of Commissioners to appoint additional attorneys to provide legal representation to Lumpkin County, over and above the standing County Attorney; and

WHEREAS, the Board wishes to exercise that power, and in doing so appoint standby counsel to serve Lumpkin County; and

WHEREAS, the Board wishes to retain Jarrard & Davis, LLP, 222 Webb Street, Cumming, Georgia 30040, as its standby counsel, to assist Lumpkin County in situations where the Chairman of the Board, County Manager, and County Attorney collectively agree that a particular subject matter or a particular expenditure of legal resources is required.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Jarrard & Davis, LLP are hereby retained to serve as standby counsel to Lumpkin County;
2. The rates and terms of service for such retention shall be as set forth in that October 28, 2022, correspondence from Jarrard & Davis, LLP to Chairman Dockery, attached hereto as Exhibit A;
3. Retention of Jarrard & Davis, LLP shall be of an ongoing nature, with the Board of Commissioners authorized at any time for any reason to discontinue the retention;
4. The services of Jarrard & Davis, LLP for any particular item shall only be utilized upon the concurrence of the Chair, the County Manager and the County Attorney;
5. Upon retaining Jarrard & Davis, LLP to provide legal services pursuant to this Resolution, the Chair shall promptly provide notice of same to the remaining members of the Board of Commissioners; and,
6. The Board of Commissioners shall then have full discretion to discontinue utilization of Jarrard & Davis, LLP on any particular item, upon majority vote of the Board.

SO RESOLVED this ____ day of _____, 2022.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachments:

2022-10-28 JD Retention Agreement Re Lumpkin County 4882-9002-5788 v.1



JARRARD & DAVIS, LLP

KEN E. JARRARD*
ANGELA E. DAVIS
CHRISTOPHER J. HAMILTON
KENNETH P. ROBIN
PATRICK D. JAUGSTETTER
PAUL B. FRICKEY
JEFFREY M. STRICKLAND

OF COUNSEL
GREGORY N. MAYFIELD
MELISSA A. TRACY

Limited Liability Partnership

222 Webb Street
Cumming, Georgia 30040

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KJARRARD@JARRARD-DAVIS.COM

*Also Admitted in Tennessee † Also Admitted in Florida
+ Also Admitted in New York

G. AARON MEYER
MOLLY N. ESSWEIN
MELISSA A. KLATZKOW†
KAREN P. PACHUTA
PRIYA M. PATEL
G. SCOTT CLISE+
STEPHANIE D. BANKS
JENNIFER K. MCCALL

October 28, 2022

VIA EMAIL

Chairman Chris Dockery
Lumpkin County Board of Commissioners
chris.dockery@lumpkincounty.gov

Re: Jarrard & Davis, LLP Retention Agreement

Dear Chairman Dockery:

Over the years, Jarrard & Davis, LLP (J&D) has been honored to handle numerous legal undertakings on behalf of Lumpkin County and looks forward to that continued relationship. J&D has historically handled its “retentions” with Lumpkin on a case-by-case basis. However, we currently have several concurrent matters and would respectfully request that we transition to a “general retention.” J&D will, of course, only provide services on an ‘as-requested’ basis – but a general retention will dispense with the need for continued *ad hoc* retentions. To that end, I wanted to provide a general retention agreement for future assignments. It is our Firm’s policy to confirm in writing the nature of the legal undertaking you have required us to perform and to inform you of our billing and payment arrangements concerning legal fees.

Jarrard & Davis, LLP (the “Firm”) shall bill you for services going forward, which are rendered by the Firm based upon the amount of time spent working on your matters and the hourly billing rates charged by the individual attorneys and employees who perform services on your behalf. For the matters covered by this retention agreement, attorneys at Jarrard & Davis, LLP will bill at the rates set forth in the Schedule of Hour Rates attached hereto.

We shall send you a statement each month itemizing all services performed on your behalf and the value of those services based upon the Firm’s current billing rates. Our monthly invoices will also include an itemization of all out-of-pocket expenses we have advanced. You will be responsible for the bills as they become due. Finance charges may be assessed if any invoice is not paid within thirty (30) days from the date of the invoice. Any disputes about the bill must be communicated to me within fifteen (15) days of the billing date or be deemed waived. Of course, please do not hesitate to freely discuss with me any concerns you may have

JARRARD & DAVIS, LLP
Page 2 of 5

or any need for alternative plans. A Statement of Client Policies regarding billing matters is attached for your review.

If the foregoing terms and conditions are satisfactory, please sign below and return one original to my office and retain a copy for your files.

Kindest regards.

Sincerely,

JARRARD & DAVIS, LLP

/s/ Ken Jarrard

Ken E. Jarrard

KEJ/dkr
Enclosures

CC: Ms. Joy Edelberg, Esq., Lumpkin County Attorney

AGREED TO AND ACCEPTED BY:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

JARRARD & DAVIS, LLP
Page 3 of 5

SCHEDULE OF HOURLY RATES

Partner Rates:

Founding Partners (Ken Jarrard & Angela Davis)	\$275.00 /hour
Partners and of Counsel	\$250.00 /hour

Associate Rates:

Tier 1 Associate	\$200.00 /hour
Tier 2 Associate	\$215.00 /hour
Tier 3 Associate	\$225.00 /hour
Tier 4 Associate	\$240.00 /hour

Paralegal Rates:

Paralegal	\$150.00 /hour
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STATEMENT OF CLIENT POLICIES

Our Firm's standard policies provide for billing for our legal services on a monthly basis. Our invoices include a description of the services performed by attorneys or paralegals on a legal project. Also, we include a list of out-of-pockets expenses, which may include copying, online research, postage, filing fees, and other costs. Jarrard & Davis, LLP bills in 1/10 of an hour increments. Thus, 0-6 minutes of attorney or paralegal time is billed as a .1, 6:01 – 12 minutes is billed as a .2 and so forth.

Payment of an invoice is due within thirty (30) days from receipt by a client. We reserve the right to impose an interest charge at a rate of one and one-half percent (1½ %) per month on the outstanding balance of an account. We encourage our clients to contact us if they have any questions regarding an invoice or the performance of our legal services.

Our fees for legal services are based on the amount of time expended by an attorney or paralegal on a project, to include travel time. Where possible, we attempt to have a matter addressed by an attorney or paralegal at the lowest possible billing rate, keeping in mind the risk level and complexity of an assignment.

In the case of a new client or a special project (which may include such matters as large corporate transactions, litigation or arbitration, or projects which require immediate attention), we may request an advance or special retainer. Also, in these cases, we may arrange with our client an alternate arrangement for payment, such as at the closing of a transaction.

We look forward to working with your company and encourage you to contact us if you have any questions regarding these policies.

ELECTRONIC RESEARCH BILLING POLICY

Jarrard & Davis, LLP currently uses Westlaw/WestlawNext as its electronic research provider. Westlaw/WestlawNext is a subscription-based service that requires payment of a fixed monthly rate that is based upon the number of users and the scope of services used. Our monthly cost for the subscription to this service is allocated to each Client/matter based on the number of transactions and the source database used for the research. Additional costs for research performed outside of our monthly subscription plan are charged to the related Client/matter. Jarrard & Davis, LLP tries to limit “out of plan” research outside whenever possible, and resorts to “out of plan” research only if such research is determined to be in the best interest of the client. No additional charges are added to the allocated research fee. Jarrard & Davis, LLP only bills the cost of our monthly electronic research fee, based on the method described above, less any “firm” or “in-house” research. Any research for in-house or “firm” related matters are not allocated to our clients.



Lumpkin County, Georgia

Board of Commissioners Department

Date:	November 15, 2022
Agenda Item:	Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate
Item Description:	Capital Probation Management, Inc. – Misdemeanor Probation Services – Probate. To renew Probation Contract with Capital Probation Management, Inc.
Facts & Historical Information:	The Lumpkin County Probate Court has utilized Capital Probation Management to provide probation services for the court since 2003. Capital Probation Management has done a tremendous job of successfully monitoring probationers during this time. Further, they have focused their efforts on limiting the number of incarcerated non-violent misdemeanor probationers, which has saved the county a significant amount of money.
Potential Courses Of Action:	A. Approve the Contract between Lumpkin County Probate Court and Capital Probation Management, Inc.
Contract Term:	January 1, 2023 to December 31, 2027. Either party may terminate this contract with or without cause upon sixty days prior to written notice.
Budget Impact:	The fees charge by Capital Probation Management are paid by the probationers. There is no cost to the county for the services that are provided by Capital Probation Management.
Staff Recommendation:	
Attachments:	Capital Probation Management Contract

CONTRACT FOR PROBATION SERVICES

This contract made and entered into this 14th day of October, 2022, by and between the PROBATE COURT(S) OF LUMPKIN COUNTY, GEORGIA (hereinafter the Court) and CAPITAL PROBATION MANAGEMENT, INC. (hereinafter CPM, INC.), approved by the COUNTY COMMISSION OF LUMPKIN COUNTY, GEORGIA.

WITNESSETH:

WHEREAS, the Court is authorized by O.C.G.A. 42-8-100 et seq., to provide by contract general probation supervision, fine collection services, and other probation services for persons convicted of certain misdemeanor offenses; and

WHEREAS, CPM, INC., is uniquely qualified and experienced in providing such comprehensive services and is willing to contract with the Court to comply with the legislative enactment as well as all standards and qualifications as set forth by the Department of Community Supervision; and

WHEREAS, CPM, INC., is registered and in good standing with the Department of Community Supervision and fully complies with the mandate of O.C.G.A. 42-8-108(3) and is a duly registered Georgia Corporation in good standing; and

WHEREAS, the parties hereto deem it in their respective best interests and each shall best be served by entering into said contract (as authorized by O.C.G.A. 42-8-100 et seq.), for the provision by CPM, INC. of misdemeanor probation services as ordered by the Court; and

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

DESIGNATION OF THE COURT

The Court hereby designates CPM, INC. as the sole private entity to coordinate, provide and direct probation programs and services to misdemeanor offenders sentenced by and under the jurisdiction of the Court.

SERVICES PROVIDED

CPM, INC. shall provide the services and programs for the misdemeanor offenders placed on probation by the Court under the supervision of CPM, INC., which shall include the following particulars:

- A. Comply with the Legislative enactment (O.C.G.A. 42-8-100 et seq.), as well as all standards and qualifications as set forth by the Department of Community Supervision.
- B. Operate under the conditions as agreed to by and between CPM, INC. and the Court.
- C. Meet, maintain and comply with all program standards of supervision as set forth by the Judge(s). Provide supervision services for any misdemeanor offenders sentenced by the Court to probation placed under the supervision of CPM, INC. by the terms of the sentence. The level and frequency of supervision shall be determined by the assigned probation officer; however, basic probation supervision shall consist of one face-to-face contact per month if all conditions of probation are in compliance. A more intensive reporting schedule may be required of the offender by CPM, INC. if he/she is non-compliant with the terms and conditions of his/her probated sentence until such time as the offender becomes compliant. Probationers shall be required to make payments from each pay period of their earnings. In the event an offender becomes delinquent on his/her monthly fine payments, the probation officer may also require an offender to report weekly or bi-weekly until his/her fine arrearage become current. Active supervision of a probationer may cease, in the discretion of CPM, INC., when the probationer has paid all monies due under the terms of the probationer's sentence and performed all special conditions of probation.
- D. CPM, INC. shall provide to the Court and to the Department of Community Supervision a quarterly report in such detail as the Agency may require. In addition, CPM, INC. shall provide a

monthly written report to the Court by the end of the fifth working day of each month, of the year to date and monthly community service hours completed; fines, costs, and restitution received from offenders, as well as case load data.

- E. CPM, INC. shall provide a probation officer to attend each criminal Court session. Each offender shall be interviewed by a probation officer and complete a case history sheet. Each offender shall be assigned a probation officer and given a signed copy of his/her Court sentence sheet. It is the probation officer's responsibility to assure that the offender sign and acknowledge service of the sentence sheet. The probation officer shall ensure that the offender fully understands the court imposed sentence and shall sign the sentence sheet.
- F. CPM, INC. shall be responsible for bringing violations of probation to the Court's attention. Violations of the terms of probation shall be addressed at the discretion of the probation officer; however, the following SHALL be brought for hearing: (1) violation of state criminal law or criminal county or municipal ordinances, and (2) sixty (60) days in arrears of sentence monies payment. CPM, INC. may schedule with the Court's permission a walk-in revocation hearing to address: financial violations, suspected alcohol and/or drug use by an offender, new non-violent misdemeanor violations, such as traffic related charges, city/county ordinance violations pertaining to pets and disorderly properties. It shall be the duty of each probation officer to serve a petition of revocation to the probationer at least seventy-two hours prior to the scheduled hearing. The probation officer shall obtain the signature of the probationer on the petition, provide him/her with a copy and advise him/her that he/she may employ counsel or apply for Court appointed counsel.
- G. Maintain individual files for each offender participating in CPM, INC.'s programs. These files are to be kept in a secure area.
- H. Provide supervision services for all persons ordered by the Court to participate in CPM, INC.'s programs during the period of the contract. CPM, INC. will assure that all records are reflective of good business practices.
- I. Make fiscal and program records available to the County Commission, Court Staff, or Judge within fifteen working days for review and maintain financial records reflective of good business practices.

- J. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practices. The monthly supervision fee shall not exceed \$45.00 per month per program participant without an amendment to this contract and the permission of the Court and the County Commission. Each probationer shall pay a supervision fee once monthly for services rendered. Each probationer shall also be responsible for drug screen fees of \$8.00 per screen if so administered by CPM, INC.
- K. CPM, INC. shall maintain a cash account as related to the services rendered. At the end of each working day, CPM, INC. shall balance daily receipts with the cash collected for that working day and deposit these funds in the appropriate accounts. CPM, INC. shall ensure that these daily receipts and deposits are reconciled and accurate on a daily basis. CPM, INC. shall deliver monthly financial activity reports to the County Commission and appropriate Judge(s) by the end of the fifth working day of each month and shall be responsive to the Court for reconciliation of these reports with record of the Courts.
- L. CPM, INC. shall ensure that restitution is collected in a prompt manner prior to the collection of any fines, Court-costs, or surcharges. CPM, INC. shall distribute these monies to the Court ordered recipient promptly by mail after the entire amount is collected in full or the case is terminated by the Court.
- M. Comply with all laws regarding confidentiality of offender records.
- N. Not profit, or attempt to profit from any fines, surcharges, restitution, or Court cost collected from the offenders.
- O. Ensure that the ratio of offenders per probation officer shall not exceed a ratio of three hundred (300) offenders to one probation officer.
- P. It shall be the policy of CPM, INC. to supervise at no cost, or at a reduced cost, those offenders the Court shall determine as indigent. In the event the Court shall order supervision at no cost or a reduced cost, it shall be noted for the record and reflected on the Court order and/or sentencing sheet.
- Q. It shall be the policy of CPM, INC. to allow probationers, classified as indigent by the Probation Officer, to complete additional community service work in order to credit a portion or the full amount of their fine. The probationer shall have the current Federal minimum wage amount deducted from their fine for every one (1) hour of community service work completed.

- R. Probation sentences where the defendant has been placed under probation supervision solely because such defendant is unable to pay the court ordered fines and surcharges when such defendant's sentence is imposed shall be designated as "Pay-Only" probation cases to include:
1. The Court Order (Sentence Sheet) shall be clearly marked with a check-mark in the "Pay-Only" box.
 2. The word "Pay-Only" shall appear after the term length of probation ordered.
 3. The Probationer shall only be assessed a maximum of three (3) months of supervision fee and GCVEF regardless of probation term length or fine amounts.
 4. All probation sentences where the ordered fine totals equal \$300.00 or less, have no SPECIAL CONDITIONS, and do not include restitution shall be designated as "Pay-only" probation cases.
- S. It shall be the policy of CPM, INC to handle a probationer with consecutive cases in the following manner:
1. When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.
 2. When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other

disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

PERIOD OF SERVICE

The parties shall enter into and operate under an annual term contract, beginning the 1st day of JANUARY, 2023 and shall expire on the 31st day of DECEMBER, 2027. This Contract shall renew for periods of one year under the same terms and conditions not to exceed a period of five (5) years with an expiration date of the 31st day of DECEMBER, 2027. Either party may provide written notice of cancellation given to the other party not less than thirty days prior to the date of expiration of any annual term hereunder. Either party may terminate this Contract with or without cause upon sixty days prior written notice.

EDUCATIONAL AND TRAINING REQUIREMENTS

Anyone employed by CPM, INC. as a probation officer, uses the title of probation officer, or assumes the responsibility of probation officer shall be:

- A. Be at least twenty-one years of age;
- B. Complete a standard two (2) year college course of study or 90 quarter hours or 60 semester hours from an accredited institution or have four years of law enforcement experience as a certified peace officer or jurisdictional equivalent;
- C. Complete a forty (40) hour initial orientation program within 6 months of appointment, and twenty (20) hour annual in-service continuing education training program, consisting of a curriculum approved by Department of Community Supervision;
- D. Complete a criminal record check in accordance with O.C.G.A. 35-3-34. Under no circumstances shall any person convicted of a felony be employed at CPM, INC;

Anyone employed by CPM, INC. as an Administrative Employee, Agent, Intern, or Volunteer Requirements shall be:

- A. Be at least 18 years of age;

- B. High School diploma or equivalent and;
- C. Complete a sixteen (16) hour initial orientation program within 6 months of appointment and eight (8) hour annual in-service continuing education training program, consisting of a curriculum approved by the Department of Community Supervision;
- D. Complete a criminal record check in accordance with O.C.G.A. 35-3-34. Under no circumstances shall any person convicted of a felony be employed at CPM, INC.

AUDITS, ACCESS TO BOOKS AND RECORDS

Upon fifteen days prior notice, CPM, INC. shall comply with any request made by the Court, the County Commission, the Department of Audits and Accounts, or the Department of Community Supervision, to audit the records of CPM, INC. Said agencies shall have access on any weekday, upon forty-eight hours of written notice, to any and all documents related to services provided under this contract.

INSURANCE

CPM, INC. shall provide and maintain during the life of this Contract, general liability with the following limits:

Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability Insurance	- \$ 1,000,000 each occurrence

BONDING OF STAFF

Anyone employed by CPM, INC. shall be bonded for the duration and life of this contract.

Each Employee	- \$25,000 Surety Bond
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CONFLICTS OF INTEREST

CPM, INC. and its employees shall not engage in any other employment, business or activity which interferes or conflicts with the duties and responsibilities under this Contract; shall have no personal

or business dealings, including the lending of money with offenders under their supervision; shall not have any interest in any private entity which provides drug or alcohol education services. Shall not own or control any finance business or lending institution which makes loans to offenders under its supervision for the payment of probation fines or fees.

VALIDITY

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

ENTIRE AGREEMENT

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

WITNESS the hand and seal of the authorized representatives of the Court and CPM, INC. effective as of the date, month and year set forth herein above.

Signed, sealed and delivered

This 14th day of October
2022 in the presence of:

[Signature]

Witness

[Signature]

Notary Public



LUMPKIN COUNTY PROBATE
COURT

BY: [Signature]
Judge Michael A. Chastain

CAPITAL PROBATION
MANAGEMENT, INC.

BY: [Signature]
John Roberts, President

BY: _____

County Commission

BY: _____

County Commission

APPROVED

(_____ Seal)



Lumpkin County, Georgia

Board of Commissioners Department

Date:	November 15, 2022
Agenda Item:	Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate
Item Description:	Capital Probation Management, Inc. – Misdemeanor Probation Services – Magistrate
Facts & Historical Information:	The Lumpkin County Magistrate Court has utilized Capital Probation Management to provide probation services for the court since we around 2016. We feel Capital Probation Management has provided appropriate services to our Court of supervising probationers. Further, they are quick to monitor failures of probation and search for non-incarceration measures so that non-violent misdemeanor probationers are not spending longer periods of time in the county jail than what is deserving.
Potential Courses Of Action:	1. We could continue Probation Services with Capital Probation Management. 2. A secondary option is to allow Northeast Georgia Probation to bid on the contract or begin a County-funded probation serve.
Budget Impact:	The fees charge by Capital Probation Management are paid by the probationers. There is no cost to the county for the services that are provided by Capital Probation Management.
Staff Recommendation:	Magistrate Court recommends continuing to use Capital Probation Management. Secondly, a County-funded program has advantages of bringing revenue to the County if the County wishes to fund this. The Court is pleased with the work Capital Probation Management has done and does not feel a change is needed.
Attachments:	Capital Probation Management - Magistrate

CONTRACT FOR PROBATION SERVICES

This contract made and entered into this 13th day of October, 2022, by and between the MAGISTRATE COURT(S) OF LUMPKIN COUNTY, GEORGIA (hereinafter the Court) and CAPITAL PROBATION MANAGEMENT, INC. (hereinafter CPM, INC.), approved by the COUNTY COMMISSION OF LUMPKIN COUNTY, GEORGIA.

W I T N E S S E T H:

WHEREAS, the Court is authorized by O.C.G.A. 42-8-100 et seq., to provide by contract general probation supervision, fine collection services, and other probation services for persons convicted of certain misdemeanor offenses; and

WHEREAS, CPM, INC., is uniquely qualified and experienced in providing such comprehensive services and is willing to contract with the Court to comply with the legislative enactment as well as all standards and qualifications as set forth by the Department of Community Supervision; and

WHEREAS, CPM, INC., is registered and in good standing with the Department of Community Supervision and fully complies with the mandate of O.C.G.A. 42-8-108(3) and is a duly registered Georgia Corporation in good standing; and

WHEREAS, the parties hereto deem it in their respective best interests and each shall best be served by entering into said contract (as authorized by O.C.G.A. 42-8-100 et seq.), for the provision by CPM, INC. of misdemeanor probation services as ordered by the Court; and

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

DESIGNATION OF THE COURT

The Court hereby designates CPM, INC. as the sole private entity to coordinate, provide and direct probation programs and services to misdemeanor offenders sentenced by and under the jurisdiction of the Court.

SERVICES PROVIDED

CPM, INC. shall provide the services and programs for the misdemeanor offenders placed on probation by the Court under the supervision of CPM, INC., which shall include the following particulars:

- A. Comply with the Legislative enactment (O.C.G.A. 42-8-100 et seq.), as well as all standards and qualifications as set forth by the Department of Community Supervision.
- B. Operate under the conditions as agreed to by and between CPM, INC. and the Court.
- C. Meet, maintain and comply with all program standards of supervision as set forth by the Judge(s). Provide supervision services for any misdemeanor offenders sentenced by the Court to probation placed under the supervision of CPM, INC. by the terms of the sentence. The level and frequency of supervision shall be determined by the assigned probation officer; however, basic probation supervision shall consist of one face-to-face contact per month if all conditions of probation are in compliance. A more intensive reporting schedule may be required of the offender by CPM, INC. if he/she is non-compliant with the terms and conditions of his/her probated sentence until such time as the offender becomes compliant. Probationers shall be required to make payments from each pay period of their earnings. In the event an offender becomes delinquent on his/her monthly fine payments, the probation officer may also require an offender to report weekly or bi-weekly until his/her fine arrearage become current. Active supervision of a probationer may cease, in the discretion of CPM, INC., when the probationer has paid all monies due under the terms of the probationer's sentence and performed all special conditions of probation.
- D. CPM, INC. shall provide to the Court and to the Department of Community Supervision a quarterly report in such detail as the Agency may require. In addition, CPM, INC. shall provide a

monthly written report to the Court by the end of the fifth working day of each month, of the year to date and monthly community service hours completed; fines, costs, and restitution received from offenders, as well as case load data.

- E. CPM, INC. shall provide a probation officer to attend each criminal Court session. Each offender shall be interviewed by a probation officer and complete a case history sheet. Each offender shall be assigned a probation officer and given a signed copy of his/her Court sentence sheet. It is the probation officer's responsibility to assure that the offender sign and acknowledge service of the sentence sheet. The probation officer shall ensure that the offender fully understands the court imposed sentence and shall sign the sentence sheet.
- F. CPM, INC. shall be responsible for bringing violations of probation to the Court's attention. Violations of the terms of probation shall be addressed at the discretion of the probation officer; however, the following SHALL be brought for hearing: (1) violation of state criminal law or criminal county or municipal ordinances, and (2) sixty (60) days in arrears of sentence monies payment. CPM, INC. may schedule with the Court's permission a walk-in revocation hearing to address: financial violations, suspected alcohol and/or drug use by an offender, new non-violent misdemeanor violations, such as traffic related charges, city/county ordinance violations pertaining to pets and disorderly properties. It shall be the duty of each probation officer to serve a petition of revocation to the probationer at least seventy-two hours prior to the scheduled hearing. The probation officer shall obtain the signature of the probationer on the petition, provide him/her with a copy and advise him/her that he/she may employ counsel or apply for Court appointed counsel.
- G. Maintain individual files for each offender participating in CPM, INC.'s programs. These files are to be kept in a secure area.
- H. Provide supervision services for all persons ordered by the Court to participate in CPM, INC.'s programs during the period of the contract. CPM, INC. will assure that all records are reflective of good business practices.
- I. Make fiscal and program records available to the County Commission, Court Staff, or Judge within fifteen working days for review and maintain financial records reflective of good business practices.

- J. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practices. The monthly supervision fee shall not exceed \$45.00 per month per program participant without an amendment to this contract and the permission of the Court and the County Commission. Each probationer shall pay a supervision fee once monthly for services rendered. Each probationer shall also be responsible for drug screen fees of \$8.00 per screen if so administered by CPM, INC.
- K. CPM, INC. shall maintain a cash account as related to the services rendered. At the end of each working day, CPM, INC. shall balance daily receipts with the cash collected for that working day and deposit these funds in the appropriate accounts. CPM, INC. shall ensure that these daily receipts and deposits are reconciled and accurate on a daily basis. CPM, INC. shall deliver monthly financial activity reports to the County Commission and appropriate Judge(s) by the end of the fifth working day of each month and shall be responsive to the Court for reconciliation of these reports with record of the Courts.
- L. CPM, INC. shall ensure that restitution is collected in a prompt manner prior to the collection of any fines, Court-costs, or surcharges. CPM, INC. shall distribute these monies to the Court ordered recipient promptly by mail after the entire amount is collected in full or the case is terminated by the Court.
- M. Comply with all laws regarding confidentiality of offender records.
- N. Not profit, or attempt to profit from any fines, surcharges, restitution, or Court cost collected from the offenders.
- O. Ensure that the ratio of offenders per probation officer shall not exceed a ratio of three hundred (300) offenders to one probation officer.
- P. It shall be the policy of CPM, INC. to supervise at no cost, or at a reduced cost, those offenders the Court shall determine as indigent. In the event the Court shall order supervision at no cost or a reduced cost, it shall be noted for the record and reflected on the Court order and/or sentencing sheet.
- Q. It shall be the policy of CPM, INC. to allow probationers, classified as indigent by the Probation Officer, to complete additional community service work in order to credit a portion or the full amount of their fine. The probationer shall have the current Federal minimum wage amount deducted from their fine for every one (1) hour of community service work completed.

- R. Probation sentences where the defendant has been placed under probation supervision solely because such defendant is unable to pay the court ordered fines and surcharges when such defendant's sentence is imposed shall be designated as "Pay-Only" probation cases to include:
1. The Court Order (Sentence Sheet) shall be clearly marked with a check-mark in the "Pay-Only" box.
 2. The word "Pay-Only" shall appear after the term length of probation ordered.
 3. The Probationer shall only be assessed a maximum of three (3) months of supervision fee and GCVEF regardless of probation term length or fine amounts.
 4. All probation sentences where the ordered fine totals equal \$300.00 or less, have no SPECIAL CONDITIONS, and do not include restitution shall be designated as "Pay-only" probation cases.
- S. It shall be the policy of CPM, INC to handle a probationer with consecutive cases in the following manner:
1. When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.
 2. When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other

disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

PERIOD OF SERVICE

The parties shall enter into and operate under an annual term contract, beginning the 1st day of JANUARY, 2023 and shall expire on the 31st day of DECEMBER, 2027. This Contract shall renew for periods of one year under the same terms and conditions not to exceed a period of five (5) years with an expiration date of the 31st day of DECEMBER, 2027. Either party may provide written notice of cancellation given to the other party not less than thirty days prior to the date of expiration of any annual term hereunder. Either party may terminate this Contract with or without cause upon sixty days prior written notice.

EDUCATIONAL AND TRAINING REQUIREMENTS

Anyone employed by CPM, INC. as a probation officer, uses the title of probation officer, or assumes the responsibility of probation officer shall be:

- A. Be at least twenty-one years of age;
- B. Complete a standard two (2) year college course of study or 90 quarter hours or 60 semester hours from an accredited institution or have four years of law enforcement experience as a certified peace officer or jurisdictional equivalent;
- C. Complete a forty (40) hour initial orientation program within 6 months of appointment, and twenty (20) hour annual in-service continuing education training program, consisting of a curriculum approved by Department of Community Supervision;
- D. Complete a criminal record check in accordance with O.C.G.A. 35-3-34. Under no circumstances shall any person convicted of a felony be employed at CPM, INC;

Anyone employed by CPM, INC. as an Administrative Employee, Agent, Intern, or Volunteer Requirements shall be:

- A. Be at least 18 years of age;

- B. High School diploma or equivalent and;
- C. Complete a sixteen (16) hour initial orientation program within 6 months of appointment and eight (8) hour annual in-service continuing education training program, consisting of a curriculum approved by the Department of Community Supervision;
- D. Complete a criminal record check in accordance with O.C.G.A. 35-3-34. Under no circumstances shall any person convicted of a felony be employed at CPM, INC.

AUDITS, ACCESS TO BOOKS AND RECORDS

Upon fifteen days prior notice, CPM, INC. shall comply with any request made by the Court, the County Commission, the Department of Audits and Accounts, or the Department of Community Supervision, to audit the records of CPM, INC. Said agencies shall have access on any weekday, upon forty-eight hours of written notice, to any and all documents related to services provided under this contract.

INSURANCE

CPM, INC. shall provide and maintain during the life of this Contract, general liability with the following limits:

Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability Insurance	- \$ 1,000,000 each occurrence

BONDING OF STAFF

Anyone employed by CPM, INC. shall be bonded for the duration and life of this contract.

Each Employee	- \$25,000 Surety Bond
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CONFLICTS OF INTEREST

CPM, INC. and its employees shall not engage in any other employment, business or activity which interferes or conflicts with the duties and responsibilities under this Contract; shall have no personal

or business dealings, including the lending of money with offenders under their supervision; shall not have any interest in any private entity which provides drug or alcohol education services. Shall not own or control any finance business or lending institution which makes loans to offenders under its supervision for the payment of probation fines or fees.

VALIDITY

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

ENTIRE AGREEMENT

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

WITNESS the hand and seal of the authorized representatives of the Court and CPM, INC. effective as of the date, month and year set forth herein above.

Signed, sealed and delivered

This _____ day of _____
20____ in the presence of:

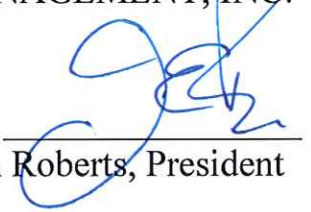
Witness

Notary Public

LUMPKIN COUNTY MAGISTRATE
COURT

BY: 
Judge William Maxwell

CAPITAL PROBATION
MANAGEMENT, INC.

BY: 
John Roberts, President

BY: _____

County Commission

BY: _____

County Commission

APPROVED

(_____ Seal)



Lumpkin County, Georgia

Public Works Department

Date: November 15, 2022

Agenda Item: Mark Robinson Hauling, Inc. – Recycling & Transfer Station Lease Agreement

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

Facts & Historical Information:

The Lumpkin County Landfill began closure procedures in 1997 and in June of 2003 the County received its closure certificate. In 1999, the landfill site was converted to a transfer station. The transfer station was leased by contract to Mark Robinson Hauling, LLC in 2004 and has continued to be operated by him since 2004. In July of 2022, staff released the request for proposal to operate the transfer station and the recycling program. On August 31, 2023 the County will receive proposal back from 2 prospective vendors (BFI Waste Systems of Georgia, LLC and Mark Robinson Hauling, LLC). In the September 2022 BOC meeting the Board voted *“to continue operations at the same level, and we can work with Mark Robinson to implement signage”*. This motion is intended to give some time to try to educate the users of the recycling program and determine if the additional signage will help reduce contamination in the materials. It is staff’s understanding that if this did not produce results, that the BOC may implement a revised recycle program to reduce costs of operating the program. Staff is of the opinion that more time will be needed to determine if an education program will produce the needed results.

Potential Courses Of Action:

- A) Renew the contract at the current rates and terms
- B) Do not renew the contract and operate month to month under the current contract terms until January 23, then revise the contract and/or process based on results of the education process in February 2023.

Budget Impact:

Staff Recommendation: Staff recommends that the contract go month to month until February (COA B) . This will allow additional time to implement the education process and determine effectiveness of the process, instead of renewing the contract and potentially revising it in February.

Attachments:

Transfer Station Contract 2022 Amendment 2

**AMENDMENT NO. 2
TO
CONTRACT FOR
THE OPERATION AND MANAGEMENT
OF THE SOLID WASTE TRANSFER STATION
AND THE COUNTY'S RECYCLING PROGRAM**

This amendment is made and entered into as of November 15, 2022, between the governing authority of **Lumpkin County**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **Mark Robinson Hauling, L.L.C.**, of Lumpkin County, Georgia, hereinafter referred to as "Contractor".

Whereas, the parties entered into a Contract for the Operation and Management of the Lumpkin County Solid Waste Transfer Station and the County's Recycling Program with an effective date of December 1, 2021, as amended by Amendment No. 1 with an effective date of July 19, 2022 ('Contract'); and

Whereas, the parties have agreed to extend the term of the Contract until February 28, 2023, to allow Lumpkin County additional time to consider options for the County's recycling program;

Now therefore, the parties agree to amend the Contract as follows:

The term of the contract shall end on February 28, 2023.

All other terms of the Contract shall remain in full force and effect.

Lumpkin County:

By:

Chris Dockery, Chairman

Attest:

Melissa Z. Witcher, County Clerk

Contractor:

Mark Robinson Hauling, L.L.C.

By:

Mark C. Robinson, Member



Lumpkin County, Georgia

Public Works Department

Date: November 15, 2022

Agenda Item: Recycling IGA with Hall County

Item Description: Recycling IGA with Hall County

Facts & Historical Information:

Potential Courses Of Action:

Contract Term:

Budget Impact:

Staff Recommendation:

Attachments:

Intergovernmental Agreement with Lumpkin County

STATE OF GEORGIA

COUNTY OF HALL

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into as of the ____ day of _____, 2022, 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, 2023, and shall terminate on the 31st day of December, 2023, unless either party elects to terminate the Agreement as outlined in the following paragraph.

Attachment: Intergovernmental Agreement with Lumpkin County (2022-079 : Recycling IGA with Hall County)

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

Attachment: Intergovernmental Agreement with Lumpkin County (2022-079 : Recycling IGA with Hall County)



Lumpkin County, Georgia

Emergency Services Department

Date:	November 15, 2022
Agenda Item:	Stryker ProCare Maintenance Agreement
Item Description:	Stryker ProCare Maintenance Agreement. This is an annual agreement to provide maintenance for the Cardiac Heart monitors and Lucas CPR devices that the Emergency Services Department owns.
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: 1. 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. 2. 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.
Contract Term:	1/1/2023 – 12/31/2023
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.
Attachments:	Stryker ProCare Maintenance Agreement

Sales Rep Name: Jaime Armbrust
ProCare Service Rep: Patrick Delva

3800 E. Centre Ave
Portage, MI 49009

Date: 10/18/2022
ID #: 221018151653

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1323412
Shipping Acct Num: 1323412
Account Name: Lumpkin County Emergency Services
Account Address: 57 Pinetree Way STE A
City, State Zip: Dahlonega, GA 30533

Name: Chief David Wimpy
Title: Chief
Phone:
Email: david.wimpy@lumpkincounty.gov

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LP15	LifePak 15	LP15 Prevent Onsite	6	1		\$12,594.00
2	LUCAS	LUCAS	LUCAS Prevent Onsite	4	1		\$6,548.00

PROGRAM INCLUDES:**LUCAS Prevent Onsite:**

ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

LP15 Prevent Onsite:

ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total	\$19,142.00
Discount	15%
FINAL TOTAL	\$16,270.70

Start Date: 1/1/2023
End Date: 12/31/2023

Stryker Signature

Date

Customer Signature

Date

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.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	LP15	40062081	LP15 Prevent Onsite
2	LP15	38373612	LP15 Prevent Onsite
3	LP15	49177860	LP15 Prevent Onsite
4	LP15	43384313	LP15 Prevent Onsite
5	LP15	49177752	LP15 Prevent Onsite
6	LP15	38200453	LP15 Prevent Onsite
7	LUCAS	3518C699	LUCAS Prevent Onsite
8	LUCAS	3518C704	LUCAS Prevent Onsite
9	LUCAS	3016I478	LUCAS Prevent Onsite
10	LUCAS	3016J280	LUCAS Prevent Onsite

Purchase Order Form



Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number 221018151653

Check box if Billing same as Shipping ☐

BILL TO		CUSTOMER #
Billing Account Num	1323412	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1323412	
Company Name	Lumpkin County Emergency Services	
Contact or Department	Chief David Wimpy	
Street Address	57 Pinetree Way STE A	
Add'l Address Line		
City, ST ZIP	Dahlonega, GA 30533	
Phone	-	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
 Email _____
 Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____
 Title _____
 Signature _____
 Date _____

Attachment Stryker Quote Number 221018151653

*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.

Attachment: Stryker ProCare Maintenance Agreement (2022-080 : Stryker ProCare Maintenance Agreement)

As of March 2020

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 Department

Date: November 15, 2022

Agenda Item: GMP for New Recreation Center

Item Description: GMP for New Recreation Center

Facts & Historical Information:

Potential Courses Of Action:

Contract Term:

Budget Impact:

Staff Recommendation:



Lumpkin County, Georgia

Board of Commissioners Department

Date:	November 15, 2022
Agenda Item:	Cell Tower Lease Amendment at Fire Station
Item Description:	Cell Tower Lease Amendment at Fire Station
Facts & Historical Information:	This is an amendment to the current contract to increase the rent from \$2,000 per month to \$3,000 per month.
Potential Courses Of Action:	A. Approve the contract amendment. B. Deny the contract amendment.
Budget Impact:	This will be increase of \$1,000 per month.
Staff Recommendation:	Approve the contract amendment.
Attachments:	Cell Tower Lease 303406_OLLAMD01_040122 (002)

THE FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This First Amendment to Communications Site Lease Agreement (Ground) (this “**Amendment**”) is made effective as of the latter signature date hereof (the “**Effective Date**”) by and between **Lumpkin County, a political subdivision of the State of Georgia (“Landlord”)** and **American Tower Asset Sub, LLC, a Delaware limited liability company (“Tenant”)** (Landlord and Tenant being collectively referred to herein as the “**Parties**”).

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the “**Parent Parcel**”), subject to final order in Civil Action No. 14CV-513-MM; and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement (Ground) dated April 2, 1998 (as the same may have been amended from time to time, collectively, the “**Lease**”), pursuant to which Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the “**Leased Premises**”), which Leased Premises is also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on April 1, 1998 and, without giving effect to the terms of this Amendment, the Lease is otherwise scheduled to expire on March 31, 2023. The Lease is hereby amended to provide Tenant with the option to extend the Lease for each of two (2) additional five (5) year renewal terms (each a “**New Renewal Term**” and, collectively, the “**New Renewal Terms**”). Notwithstanding anything to the contrary contained in the Lease, (a) all New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next New Renewal Term, and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a default by Tenant, which default is not cured within sixty (60) days of Tenant’s receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a default within sixty (60) days of Tenant’s actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the “**Memorandum**”), together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.
2. **Rent.** The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is **Two Thousand and No/100 Dollars (\$2,000.00)** per month (the “**Rent**”). Commencing with the first rental payment due following the Effective Date, Rent due under the Lease is hereby increased to **Three Thousand and No/100 Dollars (\$3,000.00)** per month. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in

the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease, as amended, shall be paid to **LUMPKIN COUNTY**.

3. **Notices.** The Parties acknowledge and agree that Section 18(d) of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date, the notice addresses and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 99 Courthouse Hill, Ste H, Dahlonga, GA 30533; to Tenant at: Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
4. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
5. **Governing Law.** The Parties acknowledge and agree that Section 18(e) of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
6. **Waiver.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE LEASE, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE TO THE OTHER FOR, AND LANDLORD AND TENANT HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.
7. **Conflict/Capitalized Terms.** The Parties hereby agree that no defaults exist under the Lease. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Site No: 303406
Site Name: Dahlonga

LANDLORD:

**Lumpkin County, a political subdivision of the
State of Georgia**

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Attachment: Cell Tower Lease 303406_OLLAMD01_040122 (002) (2022-082 : Cell Tower Lease Amendment at Fire Station)

TENANT:

American Tower Asset Sub, LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Attachment: Cell Tower Lease 303406_OLLAMD01_040122 (002) (2022-082 : Cell Tower Lease Amendment at Fire Station)

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

All that tract or parcel of land lying and being in Land Lot 998 of the 12th District, 1st Section, Lumpkin County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the southeasterly right-of-way of the East Dahlonega Bypass and the northeasterly right-of-way of Burlington Drive; Thence following the southeasterly right-of-way of the East Dahlonega Bypass North 23 Degrees 54 Minutes 32 Seconds East, a distance of 179.08 feet to a point; Thence North 62 Degrees 04 Minutes 10 Seconds East, a distance of 155.98 feet to a point on the land lot line common to land lots 998 and 999; Thence leaving said right-of-way and following said land lot line North 88 Degrees 50 Minutes 34 Seconds East, a distance of 222.95 feet to a point; Thence leaving said land lot line South 19 Degrees 24 Minutes 05 Seconds West, a distance of 371.51 feet to a point on the northeasterly right-of-way of Burlington Drive; Thence following said right-of-way North 70 Degrees 35 Minutes 55 Seconds West, a distance of 328.54 feet to a point and the POINT OF BEGINNING.

Said tract contains 2.1941 acres (95,573 square feet)

Lumpkin County, GA APN: 079-000-079-000

EXHIBIT A (Continued)**LEASED PREMISES**

Tenant shall have the right to replace this description with a description obtained from the Lease or from a survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease, which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

All that tract or parcel of land lying and being in Land Lot 998 of the 12th District, 1st Section, Lumpkin County, Georgia, and being more particularly described as follows:

To find the Point of Beginning, commence at the intersection of the southeasterly right-of-way of the East Dahlonega Bypass and the northeasterly right-of-way of Burlington Drive; Thence following the southeasterly right-of-way of the East Dahlonega Bypass North 23 Degrees 54 Minutes 32 Seconds East, a distance of 179.08 feet to a point; Thence North 62 Degrees 04 Minutes 10 Seconds East, a distance of 134.39 feet to a point; Thence leaving said right-of-way South 39 Degrees 43 Minutes 18 Seconds East, a distance of 52.44 feet to a point; Thence South 50 Degrees 16 Minutes 42 Seconds West, a distance of 10.00 feet to a point; Thence South 39 Degrees 43 Minutes 18 Seconds East, a distance of 23.66 feet to a point and the true POINT OF BEGINNING; Thence South 19 Degrees 23 Minutes 54 Seconds West, a distance of 23.00 feet to a point; Thence North 70 Degrees 36 Minutes 06 Seconds West, a distance of 42.00 feet to a point; Thence South 19 Degrees 23 Minutes 54 Seconds West, a distance of 12.00 feet to a point; Thence North 70 Degrees 36 Minutes 06 Seconds West, a distance of 39.26 feet to a point; Thence around a curve to the right through an arc distance of 25.10 feet, a radius of 14.99 feet and a chord bearing of North 23 Degrees 35 Minutes 12 Seconds East with a distance of 22.27 feet to a point; Thence North 71 Degrees 33 Minutes 12 Seconds East, a distance of 34.06 feet to a point; Thence around a curve to the left through an arc distance of 20.46 feet, a radius of 33.99 feet and a chord bearing of North 54 Degrees 18 Minutes 18 Seconds East with a distance of 20.16 feet to a point; Thence South 39 Degrees 43 Minutes 18 Seconds East, a distance of 48.00 feet to a point and the POINT OF BEGINNING.

Said tract contains 0.0686 acres (2,990 square feet)

EXHIBIT A (Continued)**ACCESS AND UTILITIES**

The access and utilities easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress, and utility purposes from the Leased Premises to and from a public right of way, including, but not limited to:

Together with a 20 foot wide ingress-egress and utility easement lying and being in Land Lot 998 of the 12th District, 1st Section, Lumpkin County, Georgia, and being more particularly described by the following centerline data:

To find the Point of Beginning, commence at the intersection of the southeasterly right-of-way of the East Dahlonega Bypass and the northeasterly right-of-way of Burlington Drive; Thence following the southeasterly right-of-way of the East Dahlonega Bypass North 23 Degrees 54 Minutes 32 Seconds East, a distance of 179.08 feet to a point; Thence North 62 Degrees 04 Minutes 10 Seconds East, a distance of 134.39 feet to a point and the true POINT OF BEGINNING; Thence leaving said right-of-way South 39 Degrees 43 Minutes 18 Seconds East, a distance of 52.44 feet to a point; Thence South 50 Degrees 16 Minutes 42 Seconds West, a distance of 10.00 feet to a point.

Together with a 20 foot wide utility easement lying and being in Land Lot 998 of the 12th District, 1st Section, Lumpkin County, Georgia, and being more particularly described by the following centerline data:

To find the Point of Beginning, commence at the intersection of the southeasterly right-of-way of the East Dahlonega Bypass and the northeasterly right-of-way of Burlington Drive; Thence following the southeasterly right-of-way of the East Dahlonega Bypass North 23 Degrees 54 Minutes 32 Seconds East, a distance of 179.08 feet to a point; Thence North 62 Degrees 04 Minutes 10 Seconds East, a distance of 134.39 feet to a point; Thence leaving said right-of-way South 39 Degrees 43 Minutes 18 Seconds East, a distance of 52.44 feet to a point and the true POINT OF BEGINNING; Thence North 07 Degrees 20 Minutes 56 Seconds East, a distance of 51.30 feet to a point on the property line common to lands now or formerly owned by American Legion and lands now or formerly owned by Lumpkin County Commission of Georgia; Thence proceeding through lands now or formerly owned by American Legion North 69 Degrees 59 Minutes 40 Seconds East, a distance of 114.55 feet to a power pole.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Attachment: Cell Tower Lease 303406_OLLAMD01_040122 (002) (2022-082 : Cell Tower Lease Amendment at Fire Station)

Prepared by and Return to:

American Tower
 10 Presidential Way
 Woburn, MA 01801
 Attn: Land Management/Danielle Fiorentino, Esq.
 ATC Site No: 303406
 ATC Site Name: Dahlonega
 Assessor's Parcel No(s): 079-000-079-000

Prior Recorded Lease Reference:

Book _____, Page _____
 Document No: 982335
 State of Georgia
 County of Lumpkin

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Lumpkin County, a political subdivision of the State of Georgia ("Landlord")** and **American Tower Asset Sub, LLC, a Delaware limited liability company ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"), subject to final order in Civil Action No. 14CV-513-MM. Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement (Ground) dated April 2, 1998 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be March 31, 2033. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
4. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt

Site No: 303406
 Site Name: Dahlonega

requested to the addresses set forth herein: to Landlord at: 99 Courthouse Hill, Ste H, Dahlonega, GA 30533; to Tenant at: Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

5. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
6. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Attachment: Cell Tower Lease 303406_OLLAMD01_040122 (002) (2022-082 : Cell Tower Lease Amendment at Fire Station)

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

**Lumpkin County, a political subdivision of the
State of Georgia**

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Attachment: Cell Tower Lease 303406_OLLAMD01_040122 (002) (2022-082 : Cell Tower Lease Amendment at Fire Station)

TENANT**2 WITNESSES**

American Tower Asset Sub, LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

Attachment: Cell Tower Lease 303406_OLLAMD01_040122 (002) (2022-082 : Cell Tower Lease Amendment at Fire Station)

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

All that tract or parcel of land lying and being in Land Lot 998 of the 12th District, 1st Section, Lumpkin County, Georgia, and being more particularly described as follows:

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Said tract contains 2.1941 acres (95,573 square feet)

Lumpkin County, GA APN: 079-000-079-000

EXHIBIT A (Continued)**LEASED PREMISES**

Tenant shall have the right to replace this description with a description obtained from the Lease or from a survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease, which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

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Said tract contains 0.0686 acres (2,990 square feet)

EXHIBIT A (Continued)**ACCESS AND UTILITIES**

The access and utilities easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress, and utility purposes from the Leased Premises to and from a public right of way, including, but not limited to:

Together with a 20 foot wide ingress-egress and utility easement lying and being in Land Lot 998 of the 12th District, 1st Section, Lumpkin County, Georgia, and being more particularly described by the following centerline data:

To find the Point of Beginning, commence at the intersection of the southeasterly right-of-way of the East Dahlonega Bypass and the northeasterly right-of-way of Burlington Drive; Thence following the southeasterly right-of-way of the East Dahlonega Bypass North 23 Degrees 54 Minutes 32 Seconds East, a distance of 179.08 feet to a point; Thence North 62 Degrees 04 Minutes 10 Seconds East, a distance of 134.39 feet to a point and the true POINT OF BEGINNING; Thence leaving said right-of-way South 39 Degrees 43 Minutes 18 Seconds East, a distance of 52.44 feet to a point; Thence South 50 Degrees 16 Minutes 42 Seconds West, a distance of 10.00 feet to a point.

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Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Attachment: Cell Tower Lease 303406_OLLAMD01_040122 (002) (2022-082 : Cell Tower Lease Amendment at Fire Station)

Prepared by and Return to:

American Tower
 Attn: Land Management/Danielle Fiorentino, Esq.
 10 Presidential Way
 Woburn, MA 01801
 Assessor's Parcel No(s): 079-000-079-000

RESOLUTION AND CONSENT AFFIDAVIT

Lumpkin County, a political subdivision of the State of Georgia

Be it known that, under the pains and penalties of perjury, the undersigned Chairman of the Lumpkin County Board of Commissioners (the "**Affiant**"), being the governing authority of Lumpkin County, Georgia (the "**Landlord**"), hereby declares and resolves the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **American Tower Asset Sub, LLC**, a Delaware limited liability company (the "**Tenant**") pursuant to that certain Communications Site Lease Agreement (Ground) dated April 2, 1998 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is a political subdivision of the State of Georgia. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord.
4. The Lumpkin County Board of Commissioners has approved of the Transaction Documents and all of the terms and provisions contained therein and Affiants affirms that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein.
5. The Affiant also declares that Affiant has full legal authority to bind Landlord under the laws of the State of Georgia in which the Leased Premises (as defined in the Amendment) is located, and the Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord.
6. This Resolution and Consent Affidavit shall become effective as of the date of the notarized signature of the Affiant listed below.
7. The Affiant hereby acknowledges and agrees that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the

Site No: 303406
 Site Name: Dahlonega

contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.

8. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by the Affiant listed hereunder.

[SIGNATURE COMMENCES ON FOLLOWING PAGE]

Attachment: Cell Tower Lease 303406_OLLAMD01_040122 (002) (2022-082 : Cell Tower Lease Amendment at Fire Station)

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT

Signature: _____

Print Name: Chris Dockery

Date: _____

Title: Chairman

2 WITNESSES

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

Attachment: Cell Tower Lease 303406_OLLAMD01_040122 (002) (2022-082 : Cell Tower Lease Amendment at Fire Station)



Lumpkin County, Georgia

Planning Department

Date:	November 15, 2022
Agenda Item:	Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG
Item Description:	Pictometry Aerial Photography & Software Agreement & MOU City of Dahlonega, UNG. Agreement Dated October 22, 2021 Between Pictometry International Corp. ("Pictometry") And Lumpkin County, Ga ("Customer").
Facts & Historical Information:	In 2009 Lumpkin County BOC contracted with Pictometry for aerial photos and has continued to contract with Pictometry through 2021. Originally, Pictometry was scheduled to fly in 2021, but the contract was put on hold. Pictometry has agreed to keep the same terms in 2023 as what was quoted in the 2021 contract agreement. The current Pictometry imagery was last flown in 2019. Pictometry is ready to begin planning for the first project of this agreement in order to begin aerial flights in January of 2023. The staff is currently waiting for the both the City and UNG to sign the MOU to pay 1/3 of the total first project cost of \$82,284.00 (\$27,428.00 each). Pictometry has agreed to spread the cost out over 3 years. Payments in the first year will be \$9,142.68 and be \$9,142.68 for the second and third years, for each of the three partners.
Potential Courses Of Action:	
Budget Impact:	Lumpkin County has budgeted for the first-year cost (\$9,142.68) in the 2023 budget. \$9,142.68 will need to be budgeted for in the 2024 and 2025 budgets to cover the cost for those years. See attached amended agreement and MOU.
Staff Recommendation:	
Attachments:	GA Lumpkin County_Pictometry Agreement_10-22-21 (002) MOU Aerial Photography 2022

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
LUMPKIN COUNTY, GA (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

Map(s)

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions; Appendix 1: Photogrammetric Product Specifications; Section A: Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS

25 Short Street
Dahlonega, GA 30533
Attn: Bruce Georgia, Director Planning Dept
Phone: (706) 482-2666

PICTOMETRY NOTICE ADDRESS

25 Methodist Hill Drive
Rochester, New York 14623
Attn: General Counsel
Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
LUMPKIN COUNTY, GA	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, New York 14623

ORDER #

C23561442

BILL TO

Lumpkin County, GA
Bruce Georgia, Director Planning Dept
25 Short Street
Dahlonega, GA 30533
(706) 482-2666
bruce.georgia@lumpkincounty.gov

SHIP TO

Lumpkin County, GA
Bruce Georgia, Director Planning Dept
25 Short Street
Dahlonega, GA 30533
(706) 482-2666
bruce.georgia@lumpkincounty.gov

CUSTOMER ID

A116966

SALES REP

KLamo

FREQUENCY OF PROJECT

Triennial

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
153	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 360.00 (10% - Long Term Incentive Discount)	\$ 55,080.00
166	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 160.00	\$ 144.00 (10% - Long Term Incentive Discount)	\$ 23,904.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement Product Parameters: <i>Admin User Name:</i> Bruce Georgia <i>Admin User Email:</i> bruce.georgia@lumpkincounty.gov	\$ 2,200.00	\$ 1,100.00 (50%)	\$ 3,300.00

1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
319	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
SUBTOTAL					\$82,284.00

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
153	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 360.00 (10% - Long Term Incentive Discount)	\$ 55,080.00
166	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 160.00	\$ 144.00 (10% - Long Term Incentive Discount)	\$ 23,904.00

3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement Product Parameters: <i>Admin User Name:</i> Bruce Georgia <i>Admin User Email:</i> bruce.georgia@lumpkincounty.gov	\$ 2,200.00	\$ 1,100.00 (50%)	\$ 3,300.00
319	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
SUBTOTAL					\$82,284.00

Thank you for choosing Pictometry as your service provider.

TOTAL

\$ 164,568.00

¹Amount per product = ((1-Discount %) * Qty * List Price)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;

- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

Geofences:

FIRST PROJECT

For the Pictometry Connect - CA - 50 product(s) in this project, the following geofences apply:

GA Lumpkin County (Primary)

SECOND PROJECT

For the Pictometry Connect - CA - 50 product(s) in this project, the following geofences apply:

GA Lumpkin County (Primary)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$6,857.00
Due at initial shipment of imagery	\$20,571.00
Due at First Anniversary of Shipment of Imagery	\$27,428.00
Due at Second Anniversary of Shipment of Imagery	\$27,428.00
Total Payments	\$82,284.00

SECOND PROJECT

Due at initial shipment of imagery	\$27,428.00
Due at First Anniversary of Shipment of Imagery	\$27,428.00
Due at Second Anniversary of Shipment of Imagery	\$27,428.00
Total Payments	\$82,284.00

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry’s Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.
 - F. **Force Majeure.** Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event.

A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C**NON-STANDARD TERMS AND CONDITIONS**

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Georgia, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Georgia in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
- b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
- c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

[END OF NON-STANDARD TERMS AND CONDITIONS]

APPENDIX 1

PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

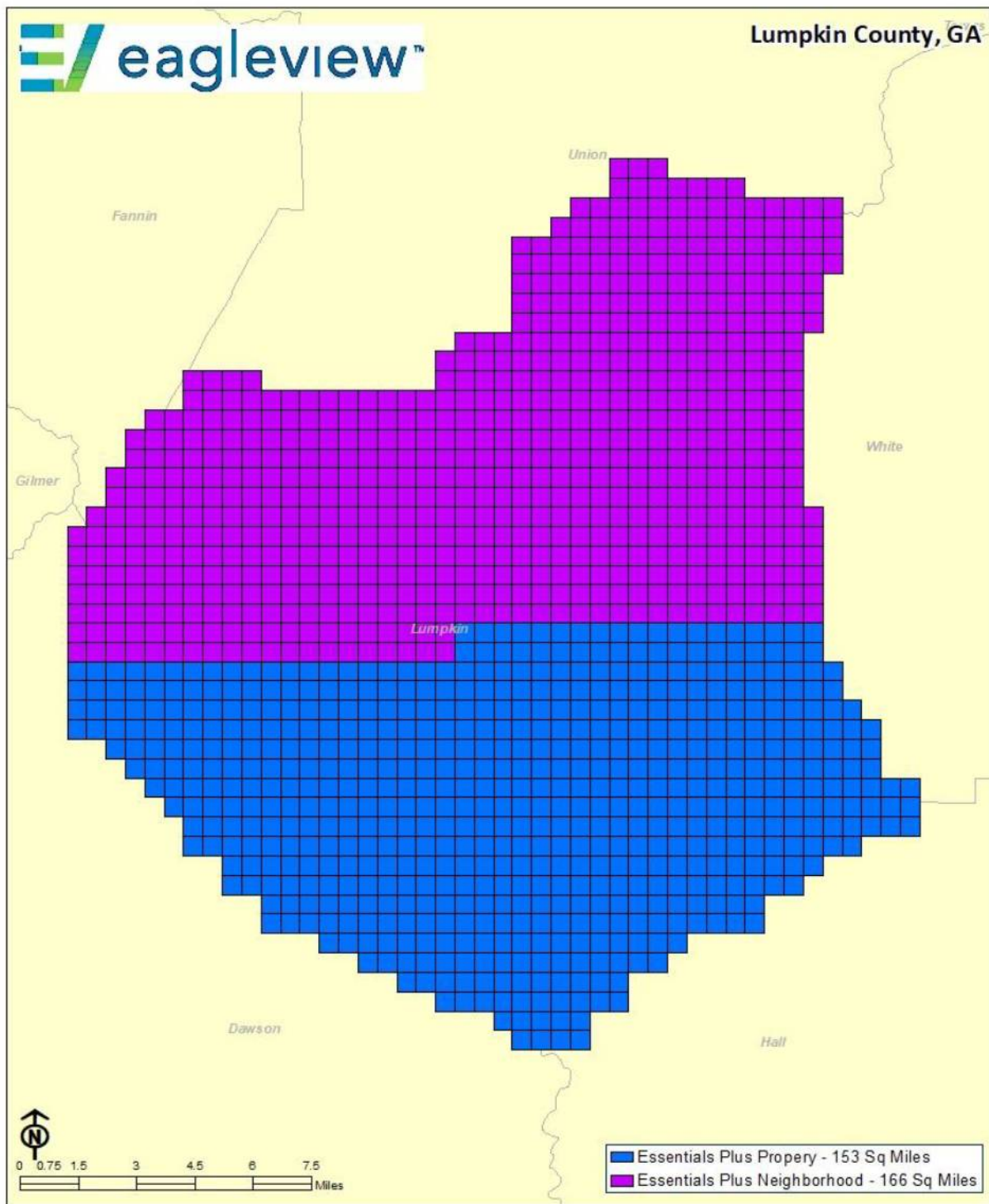
Essentials+ Neighborhood deliverables

Product	Essentials+ Neighborhood
Orthomosaic Specifications	• Typical Positional Horizontal Accuracy: 1m at a 95% confidence level • Fully automated photogrammetric orthomosaic. Imagery may contain seamlines • Project-wide color and contrast balancing
Oblique Imagery	Nominal 6in GSD oblique imagery or better: • Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: • Metadata generated that meets FGDC Standards upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: • Nominal 6in GSD Access Methods: • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: • Nominal 6in GSD Projection/Coordinate System: • Customer Selectable Datum: • Customer Selectable File Format: • Mosaic Tiles ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file ○ Includes separate Pictometry Map Image (PMI) trailer file • Project-Wide Mosaic ○ Available in ECW, MrSID (All versions) format
Oblique Imagery Deliverable Format	Access methods: • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	• Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

Essentials+ Property deliverables

Product	Essentials+ Property
Ortho Frame Imagery	Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	- Typical Positional Horizontal Accuracy: 1m at a 95% confidence level - Fully automated photogrammetric orthomosaic. Imagery may contain seamlines - Project-wide color and contrast balancing
Oblique Imagery	Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD: Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: - Metadata generated that meets FGDC Standards upon request - Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: - Nominal 2in GSD, no worse than 3in (Best Available Provided) Access Methods: - Available via web-based viewer (Connect) - Contracted separately - Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: - Nominal 2in GSD, no worse than 3in (Best Available Provided) Projection/Coordinate System: - Customer Selectable Datum: - Customer Selectable File Format: - Mosaic Tiles - Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file - Includes separate Pictometry Map Image (PMI) trailer file - Project-Wide Mosaic - Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	Access methods: Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	- Best efforts to make frame imagery available online within 20 days of capture complete - Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

MAP(S)



Memorandum of Understanding for Aerial Photography (10/03/2022)

This Memorandum of Understanding is to facilitate the acquisition of aerial photography and software by Pictometry International Corp., between Lumpkin County, City of Dahlonega, and The University of North Georgia. The following points are agreed upon:

1. The total cost of the Pictometry flight and products (\$82,284.00) described in the "AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND LUMPKIN COUNTY, GA ("Customer")" agreement, will be equally shared by all three participants. Total cost to each of the three participants will be \$27,428.00. Payments will be as follows:
 - a. Per participant, the first payment will be \$9,142.67 due at initial shipment of aerials. (anticipated to be spring 2023)
 - b. Per participant, the second payment will be \$9,142.67 due at 1st anniversary of shipment of imagery. (anticipated to be spring 2024)
 - c. Per participant, the third payment will be \$9,142.67 due at 2nd anniversary of shipment of imagery. (anticipated to be spring 2025)
2. The imagery products and software provided by Pictometry will be equally owned by all three participants and each of the three participants shall be considered licensees under the terms of the above referenced Agreement.
3. Lumpkin County acts as the lead and point of contact during the project.
4. Each participant is solely liable for any data they produce or derive from the Pictometry imagery or software.

This memorandum is expected to continue for three years from the effective date and may be extended. The participants may amend this memorandum at any time as needed and agreed upon by all participants.

Effective Date: 3 October 2022

Lumpkin County Official signature

date


City of Dahlonega Official signature


date


University of North Georgia
Official signature


date



Lumpkin County, Georgia

Public Works Department

Date:	November 15, 2022								
Agenda Item:	GDOT 5311 FY2024 Application								
Item Description:	GDOT 5311 FY2024 Application. GDOT 5311 FY2024 Application. APPLICATION SUBMISSION FFY 2024 (July 1, 2023 -June 30, 2024) Lumpkin County Board of Commissioners is required to submit an application each year to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program. The deadline for the application submission is November 1, 2022								
Facts & Historical Information:	Lumpkin County's Transit Program was created in 1993. Lumpkin County Transit has historically provided over 5,000 one-way passenger trips annually to the citizens of Lumpkin County per year. Transportation is provided for medical appointments, shopping, personal errands, employment, and school. Requested budget for FFY 2024: Budget Request Summary: Operating Budget Total: <table><tr><td>Total</td><td>Federal</td><td>State</td><td>Local Match</td></tr><tr><td>\$206,669.00</td><td>\$103,334.50</td><td>\$0.00</td><td>\$103,334.50</td></tr></table>	Total	Federal	State	Local Match	\$206,669.00	\$103,334.50	\$0.00	\$103,334.50
Total	Federal	State	Local Match						
\$206,669.00	\$103,334.50	\$0.00	\$103,334.50						
Potential Courses Of Action:	A. Submit a signed application. B. Do not submit an application.								
Comparison:	If Course A is chosen the funding will be secured to continue to operate the transportation for the period July 1, 2023 through June 30, 2024. If Course B is chosen, the funding will not be secured and the operation of the transportation program will be suspended at the end of the current funding cycle (June 30, 2023).								
Staff Recommendation:	It is recommended that Course A be chosen- Submit the signed application. The transportation program is valuable to many citizens of Lumpkin County who otherwise would have no viable means of affordable transportation.								



Lumpkin County, Georgia

Finance Department

Date:	November 15, 2022
Agenda Item:	McKenney's, Inc. Contract Ratification
Item Description:	McKenney's, Inc. Contract Ratification. Consideration of McKenney's Inc.'s Terms & Conditions for repair of the Detention Center boiler flue.
Facts & Historical Information:	The Detention Center has an issue with a boiler flue, which is causing it not to vent properly. The Public Buildings Manager searched for a company who could come repair the boiler flue and was able to find a single company (McKenney's Inc) to provide the service. McKenney's requires we submit a New Customer Credit Form, which includes Terms & Conditions, and must be approved by the Board. Staff requested consensus by the Board of Commissioners via email on Thursday, November 10 due to the nature of the issue. Staff received consensus to move forward with the report by the Board of Commissioners and is asking the Board to ratify this contract at the Regular Meeting on November 15.
Potential Courses Of Action:	A. Ratify the Contract B. Do not Ratify the Contract
Budget Impact:	There are funds remaining in the Repair/Maintenance – Buildings budget to cover the repair.
Staff Recommendation:	Course of Action A to ratify the contract.
Attachments:	McKenney's -- Lumpkin County Amended TCs (11-7-2022)

McKENNEY'S NEW CUSTOMER CREDIT FORM

Prior to providing its initial services, McKenney's, Inc. requires all new customers ("Customer" or "you") to provide the credit information requested below. By submitting this form, you are authorizing McKenney's to gather credit information on you and contact your trade references. McKenney's will use this information to confirm your creditworthiness and thereafter provide its services with payment to follow. Please note that all services provided by McKenney's will be governed by the McKenney's, Inc. Services Agreement Terms and Conditions set forth on the backside of this form, which will always take precedence over any terms and conditions we receive from you.

Complete legal name and address of the entity requesting services:	Lumpkin County Board of Commissioners 99 Courthouse Hill Dahlonega, GA 30533
Billing Contact:	Name: Heather Golden Phone Number: 706 482 2655 E-mail: accounts payable @ Lumpkin County.gov
Date of incorporation/formation and state in which registered:	
Full name of the President and CFO:	
Federal Tax ID Number:	58-6000857
Duns Number:	
Address where services are to be performed:	385 E. Main St. Dahlonega, GA 30533
Work site contact:	Name: Wayne Seabolt Phone Number(s): 706-974-1020 E-mail: wayne.seabolt @ LumpkinCounty.gov
Name, address and contact information for four credit references:	

Completed and executed below by an authorized representative of Customer.

By: 

Name: Chris Dockery
(Print)

Title: Chairman

Date: 11/10/2022

Attachment: McKenney's -- Lumpkin County Amended TCs (11-7-2022) (2022-085 : McKenney's, Inc. Contract Ratification)

McKENNEY'S, INC. SERVICES AGREEMENT TERMS AND CONDITIONS

Upon acceptance of services and attendant goods, materials or equipment from McKenney's, Inc. ("McKenney's Services"), the party accepting McKenney's Services ("Customer") agrees that the following terms and conditions apply without exception to all McKenney's Services provided by McKenney's, Inc. ("McKenney's") and these terms and conditions, along with any written document from McKenney's setting forth the scope, price and other details of the McKenney's Service to be provided to Customer ("Proposal"), form the agreement between the parties (this "Agreement").

- These McKenney's, Inc. Services Agreement Terms and Conditions ("Terms") shall apply to all McKenney's Services procured by Customer from McKenney's. McKenney's offer to provide McKenney's Services is expressly subject to Customer's acceptance of these Terms. Customer's agreement to have McKenney's begin providing McKenney's Services to Customer shall constitute Customer's acceptance of these Terms and Customer's acceptance and agreement that McKenney's is not bound by any other terms or conditions of Customer in any written acknowledgment, invoice, purchase order or otherwise, that are inconsistent with or in addition to these Terms. These Terms supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of this Agreement and cannot be changed unless modified by a document specifically designated on its face as executed to serve as a written amendment of this Agreement and signed by an authorized representative of Customer and McKenney's.
- Customer shall pay McKenney's for McKenney's Services in accordance with the payment terms set forth in the Proposal. Unless provided otherwise in the Proposal, invoices submitted by McKenney's for McKenney's Services shall be due and payable within thirty (30) days of date of invoice. Payments made by credit card will include a 3% processing fee. Payments due will be made by Customer without any deductions or setoff. Overdue payments required to be paid by Customer pursuant to this Agreement (other than amounts that are the subject of a legitimate, good-faith dispute) will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under the applicable law, from the due date until paid, and should McKenney's be forced to retain professional assistance to collect amounts due it from Customer, Customer shall pay McKenney's costs of collection, including reasonable attorney's fees and court costs.
- McKenney's agrees to maintain at its expense the following insurance coverage through completion of McKenney's Services: (a) Commercial General Liability covering products and completed operations, personal injury and property damage with a combined single limit of \$1,000,000 per occurrence; (b) Automobile Liability with a combined single limit of \$1,000,000 per occurrence; (c) Worker's Compensation Insurance Coverage A -- Statutory limits and Coverage B-Employer's Liability Insurance with limits of \$1,000,000 for bodily injury each accident or disease. This insurance shall be purchased from and maintained in a company or companies that have and retain a minimum AM Best rating of A-, VII and McKenney's will provide Customer thirty (30) days prior written notice in the event any insurance required herein is cancelled.
- Any one of the following acts by Customer will constitute a breach of Customer's obligations under this Agreement: (a) fail to pay any amount due McKenney's under the terms of this Agreement, and such failure is not cured within five (5) days written notice of such failure to pay; (b) commit a material breach of any other term of this Agreement which remains uncured ten (10) days after written notice of such breach; (c) become or be declared insolvent or bankrupt or become the subject of proceedings related or similar thereto, or make an assignment for the benefit of Customer's creditors. In the event Customer breaches this Agreement in any manner set forth above, McKenney's may, by written notice to Customer, terminate this Agreement, or any part thereof, without any liability. Customer will be liable for all costs, including reasonable attorney's fees, incurred by McKenney's in any action brought by McKenney's to collect payments owing or to otherwise enforce its rights under this Agreement, as well as for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.
- Neither party will be liable for any delay in performance or inability to perform (other than payment obligations) due to an event of Force Majeure. Acts of "Force Majeure" include any acts, regulations or laws of any government; war, terrorism or civil commotion and destruction of facilities or materials; fire; earthquake or storm; labor disturbances; material shortages; failure of public utilities or common carriers; and any other causes beyond the reasonable control of the entity affected. If a party's performance is delayed by an act of Force Majeure, the time for performance will be extended to such extent which equals the delay caused by the Force Majeure event, plus, if applicable, the time required to assemble and redeploy McKenney's resources to perform McKenney's Services.
- Under no circumstances shall either party, McKenney's or Customer, be liable for any punitive, special or consequential damages arising from or related to this Agreement whether based upon lost goodwill, lost profits, lost work, impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise. ~~The aggregate liability of McKenney's for any claims, damages or losses arising out of or related to McKenney's Services will in no instance exceed the total purchase price paid by Customer under this Agreement.~~ To the extent permitted by applicable law, these limitations and exclusions will apply regardless of whether liability arises from breach of contract, indemnity, warranty, tort (including negligence), by operation of law, or otherwise.
- Customer shall pay McKenney's, in addition to the price under this Agreement, the amount of all present and future taxes or any other government charge now or hereafter imposed by existent or future laws applicable to services, equipment, parts and materials provided by McKenney's under this Agreement, exclusive of ordinary personal property taxes assessed against McKenney's. If Customer cancels this Agreement before the McKenney's Services called for under this Agreement have been completed, it shall be liable for all reasonable costs incurred by McKenney's for the benefit of Customer and chargeable under this Agreement up to the date of cancellation, less any reimbursements or refunds of the same McKenney's obtains.
- To the fullest extent permitted by law, McKenney's shall indemnify and hold harmless the Customer and its agents and employees against all third-party claims, damages, losses and expenses, including reasonable attorney's fees, costs of court and other legal expenses, to the extent arising out of or resulting from McKenney's negligent acts or omissions related to McKenney's Services. ~~To the fullest extent permitted by law, Customer shall indemnify and hold harmless McKenney's and its agents and employees against all third-party claims, damages, losses and expenses, including reasonable attorney's fees, costs of court and other legal expenses, to the extent arising out of or resulting from Customer's negligent acts or omissions related to McKenney's Services.~~ McKenney's shall not be held liable for the Customers's negligent acts or omissions.
- Unless provided otherwise in the Proposal, all McKenney's Services carry a ninety (90) day labor and one (1) year parts warranty. McKenney's further warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986, including but not limited to all of its I-9 employer verification provisions, and any future changes to the Act, as well as with any applicable state immigration compliance laws. Additionally, McKenney's warrants that it has an I-9 verification policy which it administers uniformly throughout the company. **THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.**
- The parties agree that to the extent the McKenney's Services requires the establishment of a connection to any Customer data systems, the McKenney's, Inc. Network Access Agreement is incorporated into these Terms and is applicable to, and governs, all McKenney's Services provided to Customer under this Agreement. The Network Access Agreement can be reviewed at www.mckenneys.com/Legal.aspx, accessed with the password "BSDTC".
- Any controls system provided by McKenney's as part of the McKenney's Services that includes use of Meraki software or hardware will incorporate and be governed by the Meraki End Customer Agreement terms and conditions with McKenney's assuming all the rights and responsibilities of Meraki and Customer assuming all the rights and responsibilities of the customer as set forth in the Meraki End Customer Agreement.
- Software provided in connection with this Agreement will be owned by the Customer and Customer will be responsible for complying with the software end user agreements.
- If a dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation in Atlanta, Georgia in accordance with the rules of the American Arbitration Association and its Construction Industry Mediation Procedures before resorting to arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, which cannot be settled by mediation, shall be settled by arbitration in Atlanta, Georgia conducted in accordance with the American Arbitration Association Associates Construction Industry Arbitration Rules and judgment on the Award may be entered in any court having jurisdiction thereof. The foregoing does not preclude McKenney's from filing a valid lien or otherwise asserting its lien rights.
- This Agreement and the Terms shall be governed and interpreted under the laws of the State of Georgia without regard to or application of its principals or laws regarding conflicts of laws, and venue for any disputes arising from this Agreement shall be exclusively in ~~Atlanta, Georgia.~~ the State of Georgia. Any provision of the Terms deemed invalid or unenforceable (in whole or in part) shall be severed without affecting the remainder of the Terms.
- All notices required to be given by this Agreement shall be made in writing and delivered to the authorized representative of the respective parties, whose name and address appear in the Proposal and/or Purchase Order issued by McKenney's, via hand-delivery, U.S. certified mail or overnight delivery by a recognized commercial courier company such as UPS or Federal Express.
- McKenney's is committed to the safety of our employees as well as yours. The services performed under this Agreement will be in accordance with the McKenney's, Inc. Safety and Loss Prevention Plan, which includes McKenney's right to stop any work that cannot be performed in a safe manner.
- This Agreement sets forth the entire agreement between the parties. Either party's failure to insist upon performance of any provisions of the Terms or to exercise any rights hereunder shall not be construed as a waiver of such provisions or rights. All the provisions of the Terms which by their nature should continue in force beyond the term of this Agreement will remain in force after termination.

(Rev. 1/2022)



Lumpkin County, Georgia

Finance Department

Date: November 15, 2022

Agenda Item: Fitness Court Discussion

Item Description: Consideration of partnership with National Fitness Campaign for installation of a Fitness Court

Facts & Historical Information:

National Fitness Campaign was established in 1979 with a mission of building a free outdoor Fitness Court® within a 10-minute bike ride of every American. The company is dedicated to improving health outcomes through the built environment.

The Fitness Court has a 38'x38' footprint with 7 workout zones. The Fitness Court is ADA compliant and has a free fitness app with built-in exercise programs for users. There is free ambassador training with certification to teach group workouts. National Fitness Campaign will be able to provide data to the county on users, demographics, frequency, etc.

There are numerous communities in Georgia that have installed a Fitness Court, including Bainbridge, Smyrna, Tucker, Canton, and Gainesville.

Estimated costs follow:

Base	155,000
Concrete*	20,000
Installation**	<u>25,000</u>
Total	200,000
Grant Funding	<u>30,000</u>
Cost to County	\$170,000

*Estimate

**Installation completed by 3rd party that specializes in installation of the Fitness Court

National Fitness Campaign provides grant funding in the amount of \$30,000, if the County's application is approved. The remaining funds can be provided by the County or by sponsors or a combination of both. Sponsors could be philanthropies, hospitals, private, etc. and can be recognized via logo on the Fitness Court.

There are warranties of varying lengths on the wall, floor, and equipment. There are zero ongoing costs to National Fitness Campaign. Operational costs would include occasional washing/cleaning. Materials and graphics are commercial grade, such as airplane graphics, and are made to withstand the elements.

The site location has to be approved by National Fitness Campaign, as their mission is to have Fitness Courts at sites with impact: centrally located visible within the community. For safety reasons, the Fitness Court must be 150' away from playgrounds, BBQs, etc. Staff proposed Yahoola Creek Park to be the location of the Fitness Court, with more specific location options to be determined.

The County can submit a non-binding grant application, and funding does not have to be finalized at this time. Grant approval takes approximately two weeks.

**Potential Courses
of Action:**

1. Approve the Fitness Court
2. Approve the Fitness Court under certain conditions
3. Do not approve the Fitness Court

Budget Impact:

It is reasonable to expect a cost of \$170,000, and it may fluctuate slightly depending upon the cost of concrete. The cost of the Fitness Court will be decreased by the amount received from sponsors. This item is not budgeted. It could be paid for from the 2014 SPLOST or from Fund Balance.

**Staff
Recommendation:**



Lumpkin County, Georgia

Water & Sewerage Authority Department

Date:	November 15, 2022
Agenda Item:	LCWSA Request for ARPA Funds for Wastewater Treatment Plant Acquisition
Item Description:	LCWSA Request for ARPA Funds for Wastewater Treatment Plant Acquisition. LCWSA request for use of Lumpkin County ARPA funds to purchase private wastewater treatment plant at Red Oak Flats Road Industrial Park.
Facts & Historical Information:	LCWSA relies on a privately owned wastewater treatment plant for the treatment and disposal of wastewater collected from LCWSA's sewer customers. This arrangement was developed in 2003 as a Public Private Partnership between LCWSA and WRF Georgia, LLC. In 2003 LCWSA and WRF Georgia, LLC entered into a 30-year agreement, with each party responsible for separate elements of the wastewater system. LCWSA was responsible for the construction, operation and ownership of the wastewater collection system that conveys wastewater from LCWSA's customers to the wastewater treatment plant. WRF Georgia, LLC was responsible for the permitting, construction, operation and ownership of the wastewater treatment plant which treats and disposes of the wastewater collected by LCWSA. The wastewater treatment plant is located at 1930 Red Oak Flats Road Lumpkin County, Georgia. The wastewater treatment plant utilizes ultrafiltration membrane bioreactor treatment technology and has a permit to treat 50,000 gallons per day issued by the Georgia Department of Natural Resources Environmental Protection Division. The wastewater treatment plant property includes approximately 40 acres in area. During the past 20 years, the wastewater treatment plant has experienced a change in ownership multiple times. The original owners WRF Georgia, LLC sold the plant to Aqua America in 2009. Subsequently Aqua America sold the plant to the current owners, North Georgia Water and Waste in 2014. North Georgia Water and Waste now desires to sell the wastewater treatment plant and they have approached LCWSA as a potential buyer.

LCWSA has negotiated with the private owners to establish a purchase price of \$1,500,000 which considers the items listed below:

- Appraisal prepared by real estate appraisers Pendley & Pendley dated August 31, 2022 which estimated the value of the 40+/- acre property and existing structures at \$1,315,000
- Estimated value of the existing equipment and appurtenances utilized in the wastewater treatment process
- Intrinsic value of the existing EPD permit for the wastewater treatment facility

LCWSA Funding Request:

LCWSA is requesting \$1,500,000 from America Rescue Plan Act (ARPA) funds that have been received by Lumpkin County for the purchase of the wastewater treatment plant.

LCWSA Analysis:

BOC approval of the LCWSA's request for funds will not impact the operating budget for the County. The scope of the project matches a spending priority for ARPA funds as it will allow LCWSA to expand wastewater treatment service in the southern end of Lumpkin County.

Successful implementation of the Public Private Partnership in 2003 has allowed LCWSA to provide sanitary sewer service to commercial development at HWY 400 and HWY 60 for nearly 20 years while deferring the expense of constructing and operating a wastewater treatment plant. Acquisition of the private wastewater treatment plant at this point in time, will allow LCWSA to take full control over the facility and be able to better prepare for future development and anticipated sewer customers.

Potential Courses of Action (COA):

1. BOC approves LCWSA's request for \$1,500,000 with funds available from Lumpkin County's ARPA fund balance.
2. BOC elects not to approve LCWSA's request for funding at this time.

Staff Recommendation:

LCWSA Staff recommends COA #1.



Lumpkin County, Georgia

Finance Department

Date: November 15, 2022

Agenda Item: 2019 TSPLOST 2022 Work Plan Amendment

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

Facts & Historical Information:

The voters of Lumpkin County approved a referendum in March of 2019 for the imposition of a 1% sales tax to fund road improvements and equipment. Prior to the referendum, the city and county met and agreed upon a division of the tax at a rate of 21% and 79% respectively. The use of an annual program method ensures that programs stay within budget and affords the Board an opportunity for input on the development of the program. All projects presented fall within the guidelines of the tax and the program approved by the voters. Work plans can be amended by the Board of Commissioners as the needs of the government change.

~~The Road Department is in need of a hydraulic excavator, and staff had planned a Hydraulic Excavator, which is on the Sourcewell Cooperative Agreement. In speaking with other Counties, the Komatsu has proven to have fewer issues and less downtime than hydraulic excavators from other manufacturers.~~

~~There are sufficient funds in the 2019 TSPLOST program with the program being fully collected by year end.~~

11/10/22 UPDATE:

The Board amended the 2022 work plan in June and set aside \$32,000 for resurfacing of the 4 Yahoola Creek Park bridges. Recently, this work began, and staff discovered that the bridge stringers were in dire need of replacement. Replacement stringers will cost approximately \$35,000. The County realized some cost savings in the resurfacing materials, as prices have decreased since the June estimate. **Staff is requesting an additional allocation of \$23,000 to complete the bridge resurfacing project.**

Potential Courses Of Action:

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

as the county would face an equipment price increase in 2023 and would not be able to complete the repair on the bridges.

Budget Impact:

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

Staff Recommendation:

Attachments:

Lumpkin County 2019 TSPLOST 2022 Work Plan

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

2022 WORK PLAN
NOVEMBER 1, 2022

ROAD MAINTENANCE AND IMPROVEMENT TAX 2019 REFERENDUM STATEMENT

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

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

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

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

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

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

• 2019 TSPLOST Referendum	\$15,000,000
• Joint Project	\$ 4,000,000
• Lumpkin County Share	\$ 8,690,000
• City of Dahlonega Share	\$ 2,310,000
• Program to Date Collections	\$11,973,319
• Remaining Collections (estimated)	\$ 3,026,681
• Pro-rata 2019 TSPLOST Collections	\$11,973,319
• Joint Project	\$ 3,193,284
• Lumpkin County Share	\$ 6,936,144
• City of Dahlonega	\$ 1,843,891

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

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1 (6 mo.)	2019	\$ 1,112,425	Actual
YR2	2020	\$ 2,316,280	Actual
YR3	2021	\$ 2,781,810	Actual
YR4	2022	\$ 2,479,485	Estimated
YR5	2023	\$ 0	Estimated
YR6 (6 mo.)	2024	\$ 0	Estimated
TOTAL		\$ 8,690,000	

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

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

2019 T.S.P.L.O.S.T. PROGRAM – PROPOSED YR4 – 2022 PROJECTS

<u>Proposed Projects</u>	<u>Expended PTD</u>	<u>Encumbered</u>	<u>2022 Requests</u>	<u>2022 Approved</u>
A1 – Joint Project	1,124,500	429,457		
B1 – Roads & Bridges – Paving, Striping, Maintenance, Constructions & Improvements	3, 116,167			
Aquatic Center loop road construction	203,929	610,071		
Pinetree Way/Morrison Moore Pkwy intersection improvements and roundabout			1,000,000	1,000,000
Road Resurfacing			1,200,000	1,200,000
Gravel, stone, & asphalt; culvert pipe; road signs; supplies			225,000	225,000
Yahoola Creek Park bridges resurfacing (4)			32,000	32,000
Yahoola Creek Park bridges resurfacing – Request #2 - Stringers			23,000	
Komatsu Hydraulic Excavator – REQUEST RESCINDED			0	
B2 – Road Maintenance Equipment	964,854	111,097		
Communications System			100,000	100,000
Radar Speed Signs (6)			22,330	22,330
Totals	5,110,738	2,164,853	2,602,330	2,579,330

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

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

DISCUSSION